Santa Ana Unified School District
Board of Education

Board Meeting Agenda

Tuesday, June 27, 2017
6:00 p.m.

Board Room
1601 E. Chestnut Avenue
Santa Ana

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

If special assistance is needed to participate in the Board meeting, please contact the Recording Secretary, at (714) 558-5515. Please call prior to the meeting to allow for reasonable arrangements to ensure accessibility to this meeting, per the Americans with Disabilities Act, Title II.

Mission Statement

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

BOARD OF EDUCATION MEETING INFORMATION

Role of the Board

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

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

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

Board Meeting Documentation

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

Public Comments at Board Meetings

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

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

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

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

Televised Meeting Schedule

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

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

BOARD OF EDUCATION
REGULAR MEETING

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

TUESDAY
JUNE 27, 2017

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 Education 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 54957.6:

CONFERENCE WITH LABOR NEGOTIATOR: SAEA, CSEA, SASPOA, CWA Bargaining Units
Mark A. McKinney, District Negotiator

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

PUBLIC EMPLOYEE APPOINTMENT: Coordinator of School Climate

PUBLIC EMPLOYMENT: Director, Transition Support Services; Coordinator of International Baccalaureate

D. 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: LBI 1603726 RV; One potential case

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

- Santa Ana Youth and Government

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 - June 13, 2017

1.2 2016-17 Summarized Data of Williams Settlement Fourth Quarterly Report

1.3 Approval of Student Expulsions 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

1.4 Approval of Submission of Part I Consolidated Application and Reporting System for Funding to California State Department of Education for 2017-18 School Year

1.5 Approval of Academic Decathlon Course for High School Students

1.6 Approval of Computer Science for App Creators – Project Lead The Way Course for Intermediate School Students

1.7 Approval of Computer Science for Innovators and Makers – Project Lead The Way Course for Intermediate School Students

1.8 Approval of Agreement with Consortium On Reaching Excellence in Education, Inc. for Elementary, Intermediate and High Schools for 2017-18 School Year

1.9 Approval of Agreement with Silicon Valley Math Initiative, LLC for 2017-18 School Year

1.10 Adoption of Resolution No. 17/18-3197 Authorization of CPKS-7061 Prekindergarten and Family Literacy Program for 2017-18 Program Year

1.11 Approval of Agreement No. FCI-SD3-22 with Children and Families Commission of Orange County for 2017-20 Program Years

1.12 Approval of Head Start Budget Adjustment for 2016-17 Program Year

1.13 Approval of Agreement with Orange County Superintendent of Schools for Services of Orientation and Mobility Specialist for 2017-18 School Year

1.14 Approval of Agreement with Orange County Superintendent of Schools, Region 9 Local Educational Consortium for Administration of School-Based Medi-Cal Administrative Activities (SMAA)

1.15 Approval of Agreement with San Joaquin County Office of Education for Use of Web-Based Individualized Education Program System and Desired Results Developmental Profile for 2017-18 School Year

1.16 Approval of Agreement with Amanda Carrera for Mental Health Services for 2017-18 School Year

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

1.18 Approval of Payment and Reimbursement of Costs Incurred for Students with Disabilities for 2016-17 and 2017-18 School Years

1.19 Approval of Service Agreement with St. Jude Neighborhood Health Centers for Healthy Smiles Mobile Clinics for 2017-18 School Year

1.20 Approval of Service Agreement with University of California Irvine Health Family Health Centers for 2017-18 School Year

1.21 Approval of Agreement Between Santa Ana Unified School District and Greene Street Communications, LLC

1.22 Ratification of Purchase Order Summary and Listing of all Purchase Orders, for the Period of May 24, 2017 through June 13, 2017

1.23 Ratification of Expenditure Summary and Warrants Issued Over $25,000 for the Period of May 24, 2017 through June 13, 2017

1.24 Approval of Rejection of Government Code §910 and §910.2 Claim Against Santa Ana Unified School District – File Number: LBI 1603726 RV

1.25 Approval of Resolution No. 16/17-3195 - General Liability Coverage for Volunteer Medical Team Doctors-District High Schools

1.26 Approval of Technical Submission of General Waiver on Behalf of Orange County Educational Arts Academy Charter School Transitional Kindergarten Program to State Board of Education

1.27 Authorization to Reject all Bids Received for Bid No. 11-17 for District Vehicles

1.28 Approval to Substitute Subcontractor for Plastering and Drywall Installation for Bid Package No. 1 - Roosevelt/Walker Joint-Use Community Center

1.29 Approval of Ratification of Affiliated Site Agreement (Internship) with Chapman University for Athletic Training Program

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 HEARING

- Classified School Employees Association's, Chapter 41 Initial Bargaining Proposal to Santa Ana Unified School District for 2017-18 School Year

PRESENTATION

- Kitchen Facilities Master Plan

REGULAR AGENDA - ACTION ITEMS

2.0 Local Control Accountability Plan Approval

3.0 Adoption of 2017-18 Budget

4.0 Adoption of High School Advanced Placement European History Textbook

5.0 Adoption of High School Advanced Placement U.S. History Textbook

6.0 Adoption of High School Advanced Placement World History Textbook

7.0 Adoption of Signing Naturally Level 2 Textbook

8.0 Adoption of iLit-45 and iLit-ELL by Pearson for Intermediate Supplemental English Language Development and Intensive Intervention Programs

9.0 Adoption of Resolution No. 17/18-3196 Authorization California State Preschool Program Contract CSPP-7357 for 2017-18 Program Year

10.0 Approval of Memorandum of Understanding for Special Schools Program with Orange County Department of Education for 2017-18 School Year

11.0 Approval of Continuing Master Contracts and/or Individual Service Agreements with Nonpublic Schools and Agencies for Students with Disabilities for 2017-18 School Year

12.0 Authorization to Award Independent Consultant Agreement to Cumming for Proposition 39 Energy Consulting Services

13.0 Approval of Agreement with Baker Norwicki Design Studio for Architectural Services for Heninger K-8 Expansion Project at Santa Ana High School

14.0 Approval of Agreement with Baker Nowicki Design Studio for the District-Wide Facilities Master Plan and Needs Assessment

15.0 Approve the Agreement with Baker Nowicki Design Studio to Provide Architectural Services for the Career Technical Education Digital Media Arts Project at Santa Ana High School

16.0 Approve the Agreement with Baker Nowicki Design Studio to Provide Architectural Services for the Career Technical Education Engineering and Digital Media Labs Project at Century High School

17.0 Approval of Agreement with Ghataode Bannon Architects for Architectural Services for Portable Relocation Master Plan at Various Sites

18.0 Adoption of Resolution No. 16/17-3194 – Authorizing Annual Levy of Special Taxes within Community Facilities District No. 2004-1 of Santa Ana Unified School District Central Park Project for 2017-18 Fiscal Year

19.0 Authorization to Award a Contract to SKC Company for the Purchase of Restroom Portable Utilizing a Piggyback Bid No. 1512 from Garden Grove Unified School District

20.0 Approval of Pre-Approved Consultant List for Property Surveying Services for future District Projects

21.0 Authorization to Utilize California Multiple Award Schedules Contract (CMAS) Program, Contract #4-01-56-0006A to Purchase Roofing Products

22.0 Authorization to Award a Contract for Godinez Fundamental High School Roofing Repair

23.0 Authorization to Award a Contract for Santa Ana High School Roofing Repair

24.0 Authorization to Award a Bid for the Purchase of Kitchen Equipment for Nutrition Services

25.0 Authorization to Award a Bid for the Purchase of Kitchen Supplies for Nutrition Services

26.0 Authorization to Reject all Bids for Bid Package No. 1 – Villa Intermediate School Kitchen

27.0 Approval of Revised Job Descriptions

28.0 Approval of Revised Job Description: Library Media Technician

29.0 Approval of New Job Description: Nutrition Services Lead – Production Kitchen

BOARD REPORTS

ADJOURNMENT

FUTURE MEETING - The next Regular Meeting of the Board of Education will be held on Tuesday, July 25, 2017, at 6:00 p.m.

AGENDA ITEM BACKUP SHEET
June 27, 2017

Board Meeting

TITLE: **Santa Ana Youth and Government**

ITEM: **Recognition**
SUBMITTED BY: **John Palacio, President, Board of Education**

BACKGROUND INFORMATION:

The purpose of this agenda item is to recognize the Santa Ana Youth and Government Program where approximately 55 Santa Ana students currently participate.

RATIONALE:

The Santa Ana Youth and Government is a Model Legislature and Court program that empowers the youth of Santa Ana to become leaders in their community. In addition, the organization helps create the next generation of thoughtful, committed and active citizens by teaching them the principles of a democratic society.

Students travel to Sacramento annually to emulate a fully functional state government. Delegates use real Capital court rooms and board rooms. Students dress and play the part of senators, congress members, governors, judges, education board, reporters, lobbyists, etc. They receive coaching from individuals who have careers in media and politics and speech.

Program Director Roman Reyna and Program Coordinator Brian Leal will be present.

FUNDING:

Not Applicable

RECOMMENDATION:

Recognize the Santa Ana Youth and Government program and participating SAUSD students.

JP/cg

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

MINUTES

REGULAR MEETING
SANTA ANA BOARD OF EDUCATION

June 13, 2017

CALL TO ORDER

The meeting was called to order at 5:08 p.m. by Board President Palacio. Other members in attendance were Ms. Iglesias, Dr. Alvarez, and Dr. Rodriguez. Ms. Amezcua participated in the closed session portion of meeting by phone.

CLOSED SESSION PRESENTATIONS

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

There were no individuals wishing to address the Board.

RECESS TO CLOSED SESSION

The Regular Board meeting was immediately recessed at 5:08 p.m. to consider student matters, negotiations, and public employment.

RECONVENE OPEN MEETING

The Regular Board meeting reconvened at 6:18 p.m.

Ms. Amezcua participated in the Regular Board meeting by phone.

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

PLEDGE OF ALLEGIANCE

The meeting was opened with the Pledge of Allegiance led by Ariana Molina 8th grade student at Villa Fundamental Intermediate School.

REPORT OF ACTION TAKEN IN CLOSED SESSION

By A Vote of 5-0, The Board Took Action to Appoint Petter Hennum, as Energy Manager.

Motion: Dr. Rodriguez Second: Mr. Palacio

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

HIGH SCHOOL STUDENT AMBASSADORS
Century – Nallely Perez; Godinez Fundamental – Teddy Moreno; Lorin Griset Academy – Lidia Garcia; Middle College – Alberto Cruz; Santa Ana – Cesar Baranda

Nallely, Teddy, Alberto, and Cesar provided highlights to the Board of current events, information, and activities at their respective high schools.

RECOGNITIONS / ACKNOWLEDGMENTS

High School Student Ambassadors for 2016-17 School Year

Cesar Baranda, Genesis Cortez, Alberto Cruz, Alexander Duarte, Stephanie Duarte, Lidia Garcia, Michael Hernandez, Teddy Moreno, Nallely Perez, Katherine Quiroz were recognized as outstanding students who participated as the 2016-17 High School Ambassadors.

Recognition of Student Support Provider Alfredo Guillen

Alfredo Guillen was recognized for providing a Chess Club at Davis Elementary School.

Certificated Employee of the Month for June 2017, Kristen Abadjian

Kristen Abadjian, Teacher at Mitchell Child Development Center was selected as the Certificated Employee of the Month for June 2017.

Classified Employee of the Month for June 2017, Alicia Islas-Nava

Alicia Islas-Nava, Registrar at Independent Studies was selected as the Classified Employee of the Month for June 2017.

SUPERINTENDENT'S REPORT

Superintendent Phillips congratulated Jose Perez, a freshman at Saddleback High School for winning a 2017 Chevy Sonic as part of the Perfect Attendance Car Giveaway from Bruce Hamlin of Guaranty Chevrolet. She mentioned the 22nd Annual Math Field Day at Villa Fundamental Intermediate and gave a special thank you to the Math Curriculum Specialist who organized the event. Dr. Phillips also mentioned the Annual Parent of the Year Recognition Ceremony at Segerstrom High School, recognizing Lorena Guerrero, Irma Ortiz, and Maria Angela Avalos for being selected as the District Parents of the Year. She congratulated Middle College High Schools Class of 2017 for having a 100% graduation rate. Superintendent Phillips concluded her report by mentioning a series of new and revised job descriptions that are a part of the organizational restructuring.

PUBLIC PRESENTATIONS

Barbara Pearson addressed the Board related to an online survey. Ted Moreno, Lisa Tran, and Teddy Moreno addressed the Board related to facilities at Godinez Fundamental High School. Angie Cano addressed the Board related to employee issues. David DeLeon and Jerry Cazalez addressed the Board related to PTA. Tina Andres addressed the Board related to an online survey. Paul Zive addressed the Board related to a charter moratorium. Connie Hamilton and Susan Rich addressed the Board related to facilities at Saddleback High School. Yvonne Bogen addressed the Board related to charter schools. RoBen Head, David Head, and Yolanda Gardara addressed the Board related to special education. Perla Dionicio addressed the Board related to an online survey. Maria Gonzalez addressed the Board related to GRIP at Roosevelt Elementary. Rocio Alvarado addressed the Board related to a special education issue. Marla Bock addressed the Board related to special education. Jackson Reese addressed the Board related to the online survey. Jeanette Zook addressed the Board related to a school event.

1.0 APPROVAL OF CONSENT CALENDAR

The following items were removed from the Consent Calendar for discussion and separate action:

1.7 Approval of Head Start Self Assessment Corrective Action Plan 2016-17 Program Year

1.14 Authorization to Renew Subscription with Canvas Learning Management System with Instructure, Inc. for 2017-18 School Year

1.15 Authorization to Renew Subscription for Digital Curriculum and Services with Apex Learning for 2017-18 School Year

1.16 Authorization to Renew Subscription with Lexia Reading Core 5 with Lexia Learning Systems LLC for 2017-18 School Year

It was moved by Dr. Rodriguez, seconded by Ms. Amezcua, and carried 5-0 to approve the remaining items on the Consent Calendar as follows:

1.1 Approval of Regular Board Meeting Minutes - May 23, 2017 and Special Board Meeting Minutes - June 6, 2017

1.2 Approval to Reschedule Regular Meeting of Board of Education from August 22, 2017 to August 23, 2017

1.3 Acceptance of Gifts in Accordance with Board Policy 3290 – Gifts, Grants, and Bequests

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

1.6 Approval of California Interscholastic Federation League Representatives for 2017-18 School Year

1.8 Approval of Participation Agreement with Audi of America Education Partnership Program for 2017-18 School Year

1.9 Approval of Memorandum of Understanding with Orange County Department of Education to Participate in the Carl D. Perkins Career and Technical Education for 2017-18 School Year

1.10 Approval of Memorandum of Understanding with Jet Propulsion Laboratory for June 19 through September 30, 2017

1.11 Approval of Agreement between Latino Film Institute Youth Cinema Project for Period of June 14 through August 1, 2017

1.12 Approval of Agreement with Advancement Via Individual Determination Center for AVID College Readiness System Services for 2017-18 School Year

1.13 Authorization to Renew Subscription for Advancement Via Individual Determination Center for AVID Excel Program Participation for 2017-18 School Year

1.17 Acceptance of SunPower Corporation Grant Funding for 2017-18 School Year

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

1.19 Approval of Payment and Reimbursement of Costs Incurred for Student with Disabilities for 2016-17 and 2017-18 School Years

1.20 Ratification of Purchase Order Summary and Listing of all Purchase Orders, for the Period of May 10, 2017 through May 23, 2017

1.21 Ratification of Expenditure Summary and Warrants Issued Over $25,000 for the Period of May 10, 2017 through May 23, 2017

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

The following items were removed from the Consent Calendar for discussion and separate action:

1.7 Approval of Head Start Self Assessment Corrective Action Plan 2016-17 Program Year

It was moved by Ms. Amezcua, seconded by Dr. Alvarez, and carried 5-0, to approve the Head Start Self Assessment Corrective Action Plan for the 2016-17 program year.

1.14 Authorization to Renew Subscription with Canvas Learning Management System with Instructure, Inc. for 2017-18 School Year

It was moved by Mr. Palacio, seconded by Ms. Iglesias, and carried 5-0, to authorize to renew the subscription with Canvas Learning Management with Instructure, Inc. for the 2017-18 school year.

1.15 Authorization to Renew Subscription for Digital Curriculum and Services with Apex Learning for 2017-18 School Year

It was moved by Ms. Amezcua, seconded by Dr. Alvarez, and carried 5-0, to authorize to renew the subscription for digital curriculum and services with Apex Learning for the 2017-18 school year.

1.16 Authorization to Renew Subscription for Digital Curriculum and Services with Apex Learning for 2017-18 School Year

It was moved by Ms. Amezcua, seconded by Dr. Alvarez, and carried 5-0, to authorize to renew the subscription with Lexia Learning Systems LLC for Lexia Reading Core 5 for the 2017-18 school year.

PUBLIC HEARINGS

Local Control Accountability Plan Public Forum

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

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

Adoption of 2017-18 Budget

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

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

Special Education Annual Service Plan for 2017-18 School Year

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

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

Intent to Grant a Second Easement to the Orange County Water District for Construction of a Groundwater Monitoring Well at the Heritage Museum Site

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

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

REGULAR AGENDA – ACTION ITEMS

2.0 Adoption of Special Education Annual Service Plan for 2017-18 School Year

It was moved by Dr. Alvarez, seconded by Ms. Iglesias, and carried 5-0, to adopt the Special Education Annual Service Plan for the 2017-18 school year.

3.0 Adoption of Resolution No. 16/17-3193 – Grant a Second Easement to the Orange County Water District for Construction of a Groundwater Monitoring Well at the Heritage Museum Site

It was moved by Dr. Alvarez, seconded by Dr. Rodriguez, and carried 5-0, to adopt Resolution No. 16/17-3193 to grant a second easement and approve the agreement with the Orange County Water District for construction of a groundwater monitoring well at the Heritage Museum site

4.0 Authorization to Reject All Bids Received for Bid No. 10-17 for Fresh and Pre-Packaged Bread Products

It was moved by Dr. Alvarez, seconded by Ms. Iglesias, and carried 4-0, Dr. Rodriguez not present, to approve the rejection of all bids for Bid No. 10-17 to provide fresh and prepackaged bread products to the District.

5.0 Authorization to Award a Request for Proposal for the Purchase and Distribution of Frozen, Refrigerated, Dry Food Products and Services to A&R Food Distributors

Item Tabled - No Action Taken

6.0 Approval of Agreement with Latino Film Institute Youth Cinema Project for 2017-18 School Year

It was moved by Ms. Iglesias, seconded by Dr. Alvarez, and carried 5-0, to approve the agreement with Latino Film Institute Youth Cinema Project for the 2017-18 school year.

7.0 Adoption of Resolution No. 16/17-3174 – Authorizing the Transfer of Remaining Balance and Closing of Associated Student Body Fund

It was moved by Dr. Alvarez, seconded by Dr. Rodriguez, and carried 5-0, to adopt Resolution No. 16/17-3174 authorizing the Transfer of Remaining Balance and Closing of Associated Student Body Fund.

8.0 Adoption of Resolution No. 16/17-3183 - Approval of a Mitigated Negative Declaration Report for the Advanced Learning Academy Expansion Located at the Former Remington Elementary School at 1325 E. Fourth St., Santa Ana

It was moved by Dr. Rodriguez, seconded by Mr. Palacio, and carried 4-1, Ms. Iglesias dissenting, to adopt Resolution No. 16/17-3183 approval of a Mitigated Negative Declaration report for the Advanced Learning Academy (ALA) expansion located at the former Remington Elementary School at 1325 E. Fourth St., Santa Ana.

9.0 Approval of Agreement with Baker Nowicki Design Studio for Architectural Services for Relocation of Adult Transition Program to Century High School

It was moved by Ms. Amezcua, seconded by Dr. Alvarez, and carried 5-0, to approve the agreement with Baker Nowicki Design Studio for architectural services for the relocation of Adult Transition Program to Century High School.

10.0 Authorization to Award a Contract for Bid Package No. 3 – New Playground Equipment and Resurfacing at Heroes Elementary School

It was moved by Dr. Rodriguez, seconded by Mr. Palacio, and carried 5-0, to authorize staff to award a contract to R.E. Schultz Construction, Inc. for Bid Package No. 3 – New Playground Equipment and Resurfacing at Heroes Elementary School.

11.0 Authorization to Award a Bid for General Maintenance and Repairs to JL Cobb Painting & Construction

It was moved by Dr. Rodriguez, seconded by Dr. Alvarez, and carried 5-0, to authorize staff to award a bid to JL Cobb Painting & Construction pursuant to Bid No. 22-17 for general maintenance and repairs Districtwide.

12.0 Approval of New Job Description: Assessment and Data Specialist

It was moved by Dr. Rodriguez, seconded by Ms. Amezcua, and carried 4-1, Ms. Iglesias dissenting, to approve the new job description: Assessment and Data Specialist.

13.0 Approval of New Job Description: Coordinator of Human Resources

It was moved by Dr. Rodriguez, seconded by Dr. Alvarez, and carried 4-1, Ms. Iglesias dissenting, to approve the new job description: Coordinator of Human Resources.

14.0 Approval of New Job Description: Coordinator of International Baccalaureate

It was moved by Dr. Rodriguez, seconded by Dr. Alvarez, and carried 3-2, Ms. Amezcua and Ms. Iglesias dissenting, to approve the new job description: Coordinator of International Baccalaureate.

15.0 Approval of New Job Description: Coordinator of School Climate

It was moved by Mr. Palacio, seconded by Dr. Alvarez, and carried 4-1, Ms. Iglesias dissenting, to approve the new job description: Coordinator of School Climate.

16.0 Approval of New Job Description: Director of Classified Professional Development

It was moved by Dr. Rodriguez, seconded by Dr. Alvarez, and carried 4-1, Ms. Iglesias dissenting, to approve the new job description: Director of Classified Professional Development with a modification to amend with and/or without a valid California Administrative Credential.

17.0 Board Policy (BP) 3550 – Food Service/Child Nutrition Program (Revised: For Adoption)

It was moved by Dr. Rodriguez, seconded by Ms. Iglesias, and carried 5-0, to adopt the revised Board Policy 3550 - Food Service/Child Nutrition Program.

18.0 Board Policy (BP) 3551 – Food Service Operations/Cafeteria Fund (Revised: For Adoption)

It was moved by Mr. Palacio, seconded by Dr. Alvarez, and carried 5-0, to adopt the revised Board Policy 3551 – Food Service Operations/Cafeteria Fund.

19.0 Board Policy (BP) 3552 – Summer Meal Program (New: For Adoption)

It was moved by Mr. Palacio, seconded by Dr. Alvarez, and carried 5-0, to adopt the revised Board Policy 3552 – Summer Meal Program.

20.0 Board Policy (BP) 3554 – Other Food Sales (Revised: For Adoption)

It was moved by Dr. Alvarez, seconded by Ms. Iglesias, and carried 5-0, to adopt the revised Board Policy 3554 – Other Food Sales.

21.0 Board Policy (BP) 3555 – Nutrition Program Compliance (New: For Adoption)

It was moved by Dr. Rodriguez, seconded by Dr. Alvarez, and carried 5-0, to adopt the revised Board Policy 3555 – Nutrition Program Compliance.

22.0 Board Policy (BP) 5146 – Married/Pregnant/Parenting Students (Revised: For Adoption)

It was moved by Dr. Rodriguez, seconded by Dr. Alvarez, and carried 4-1, Ms. Iglesias dissenting, to adopt the revised Board Policy 5146 – Married/Pregnant/Parenting Students.

BOARD REPORTS

ADJOURNMENT

There being no further business to come before the Board, the Board meeting was adjourned in memory of Ricardo Lopez and Alice Hernandez at 10:56 p.m. by Board President Palacio.

The next Regular Meeting will be held on Tuesday, June 27, 2017, at 6:00 p.m.

ATTEST:

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

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - June 13, 2017

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
RETIREMENTS 2016-17					
Apps, Kathleen	Principal	Middle College	June 30, 2017		Retirement - 34 years
Clifford, Florence	Teacher	Greenville	June 22, 2017		Retirement - 27 years
Cornforth, Patrick	Principal	Lorin Griset	June 30, 2017		Retirement - 6 years
Davis, Charlene	Speech and Language Pathologist	Speech Department	June 22, 2017		Retirement - 19 years
Ellsberry, Gloria	Nurse	Health/Home-Hospital Instruction	June 22, 2017		Retirement - 12 years
Fraterrigo, Roland	Psychologist	Psychological Services	June 22, 2017		Retirement - 28 years
Ito, Alexandra	Director of Instructional Technology	K-12 Curriculum Instruction/Staff Development	June 30, 2017		Retirement - 32 years
Lohnes, Doreen	Assistant Superintendent-Special Education/ Special Education Local Plan Area SELPA	Special Education	June 30, 2017		Retirement - 11 years
Mc Geeney, Dennis	Program Specialist	Registration and Testing Center	June 30, 2017		Retirement - 31 years

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - June 13, 2017

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
RETIREMENTS 2016-17 (Continued)					
Murray, Betsy	Teacher	Thorpe	July 25, 2017		Retirement - 18 years
Roberson, Cathy	Teacher	Lowell	June 22, 2017		Retirement - 29 years
Rubio, Maria	Teacher	Lowell	June 22, 2017		Retirement - 22 years
Stetler, Teresa	Principal	Thorpe	June 30, 2017		Retirement - 31 years
Young, Terry	Teacher	MacArthur	June 22, 2017		Retirement - 28 years
RESCINDED RETIREMENT 2016-17					
Oliver, Harry	NJROTC	Santa Ana	June 22, 2017		Retirement - 20 years
RESIGNATIONS 2016-17					
Lighthall, Loren	Assistant Principal	Santa Ana	June 26, 2017		Accepted another positions - 10 years
Shin, Catherine	Teacher	Esqueda	June 22, 2017		Moving, Accepted another positions - 3 years
Solorzano, Carlene	Teacher	Lathrop	June 22, 2017		Accepted another positions - 4 years

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - June 13, 2017

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
RESIGNATIONS 2016-17 (Continued)					
Valenti, Brittany	Teacher	Villa	June 22, 2017		Accepted another position, Family Responsibilities - 3 years
OFFER OF EMPLOYMENT					
Beaman, Francene	Teacher - Art of Animation	ROP	August 11, 2017	June 1, 2018	Rehire - 44910
Celaya, Candida	Teacher - Finance and Business	ROP	August 11, 2017	June 1, 2018	Rehire - 44910
Curiel, Danny	Teacher - Automotive	ROP	August 11, 2017	June 1, 2018	Rehire - 44910
Erikson, Tom	Teacher - Criminal Justice	ROP	August 11, 2017	June 1, 2018	Rehire - 44910
Fe, Helen	Teacher - Medical Assistant	ROP	August 11, 2017	June 1, 2018	Rehire - 44910
Garcia, Jose M.	Teacher - Art of Graphic Design	ROP	August 11, 2017	June 1, 2018	Rehire - 44910
Garcia, Saul	Teacher - Automotive	ROP	August 11, 2017	June 1, 2018	Rehire - 44910
Heremans, Tiffany	Teacher - Culinary Arts	ROP	August 11, 2017	June 1, 2018	Rehire - 44910

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - June 13, 2017

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
OFFER OF EMPLOYMENT					
Holland, Cynthia	Teacher - Computer Technology	ROP	August 11, 2017	June 1, 2018	Rehire - 44910
Nusbickel, Thomas	Teacher - Engineering	ROP	August 11, 2017	June 1, 2018	Rehire - 44910
Ramirez, Steven	Teacher - Art of Graphic Design	ROP	August 11, 2017	June 1, 2018	Rehire - 44910
Rich, Christine	Teacher - Computer Technology	ROP	August 11, 2017	June 1, 2018	Rehire - 44910
Russo, Joseph	Teacher - Art of Digital Photography	ROP	August 11, 2017	June 1, 2018	Rehire - 44910
Vu, Minh	Teacher - Engineering	ROP	August 11, 2017	June 1, 2018	Rehire - 44910
ABSENCE (3 to 20 duty days) - Without Pay with Benefits					
Corral, Cynthia	Psychologist	Psychological Services	May 29, 2017	June 22, 2017	Child Care
Ramirez-Ladd, Caron	Teacher	Spurgeon	April 20, 2017	May 8, 2017	Family Responsibilities

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - June 13, 2017

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
39-MONTH REEMPLOYMENT					
Rey, Diane	Program Specialist	Health/Home-Hospital Instruction	May 24, 2017	August 24, 2020	
SUMMER SCHOOL TEACHERS					
Alonzo, Yvonne		Godinez			
Anaya, Felipe		Godinez			
Anderson, Carolyn		Santa Ana			
Arredondo, Eliana		Godinez			
Ashkiani, Ali		Century			
Basu, Neeta		Segerstrom			
Beichner, Josina		Godinez			
Berger, Michael		Lorin Griset			
Bishara, Dave		Saddleback			
Booker, Howard		Lorin Griset			
Bradshaw, Christopher		Segerstrom			
Buenrostro, Edward		Segerstrom			
Bustard, Michael		Segerstrom			
Callanan, Jill		Saddleback			
Castro, Laura		Segerstrom			
Cervantes, Alfredo		Godinez			
Chawke, Michael		Valley			
Chen, George		Saddleback			
Cheser, Ron		Segerstrom			
Collins, Michael		Valley			

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - June 13, 2017

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
SUMMER SCHOOL TEACHERS (Continued)					
Contreras, Juan		Godinez			
Contreras, Miriam		Godinez			
Cortez, Heriberto		Segerstrom			
Cosley, Jessica		Chavez			
Covey, Richard		Godinez			
Crewe, Dominic		Valley			
Czaja, Gregory		Saddleback			
Dalton, Monica		Saddleback			
Dreyer, Claire		Lorin Griset			
Echeverria, Daniel		Century			
Elizondo, Gerard		Godinez			
Elmasry, Fareed		Santa Ana			
Espinoza, Emilio		Godinez			
Espinoza, Rosalina		Century			
Gamnig, Michael		Saddleback			
Garcia, Joseph		Lorin Griset			
Garcia-Chau, Elsa		Independent Study			
Gentile, Nicholas		Saddleback			
Gibson, Jonathan		Saddleback			
Glover, Valerie		Saddleback			
Golden, Darcee		Valley			
Gomez, Adrian		Godinez			
Gomeztrejo, Fred		Segerstrom			
Gordon, Roger		Saddleback			
Green, Eric		Godinez			

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - June 13, 2017

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
SUMMER SCHOOL TEACHERS (Continued)					
Guerrero, Elizabeth		Century			
Harris, Donzelle		Santa Ana			
Hess, Thomas		Segerstrom			
Hinman, Robert		Santa Ana			
Holguin, Michelle		Saddleback			
Humphrey, Geraldine		Chavez			
Jimenez, Rocio		Century			
Johnston, Margery		Godinez			
Kavati, Kamala		Santa Ana			
Killion, Darryl		Santa Ana			
Kirchberg, John		Valley			
Koeler, James		Godinez			
Lapic, Andrew		Century			
Lopez, Veronica		Valley			
Mackenzie, Marcus		Century			
Malagon, Arnulfo		Chavez			
Maldonado, Gloria		Chavez			
Manntai, Eric		Segerstrom			
Manntai, Jessica		Century			
Martinez, Roman		Santa Ana			
Mc Cook, Robert		Santa Ana			
McCluskey, Kameron		Segerstrom			
Mejia, Juan		Valley			
Molina, Fausto Jr.		Segerstrom			
Montero, Adrian		Saddleback			

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - June 13, 2017

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
SUMMER SCHOOL TEACHERS (Continued)					
Mullins, Peter		Saddleback			
Nguyen, Ngan Kim		Segerstrom			
Nguyen, Thu		Middle College			
Nunez, Jesus		Century			
Oishi, Todd		Godinez			
Parga, Regina		Segerstrom			
Park, Chu		Chavez			
Peimbert, Barbara		Saddleback			
Pena, Maricela		Lorin Griset			
Perez, Enrique		Lorin Griset			
Perez, Mirna		Segerstrom			
Pilon, Paul		Segerstrom			
Pola, Kevin		Godinez			
Priess, Ann		Godinez			
Putros, Danial		Chavez			
Ramirez, Angelica		Saddleback			
Ramirez, Robert		Santa Ana			
Ramos, Rafael		Godinez			
Rendon, Rocio		Segerstrom			
Reuter, David		Santa Ana			
Reynozo, Jesse		Lorin Griset			
Robison, James		Segerstrom			
Rodriguez-Thomas, Rocio		Santa Ana			
Romero, Analu		Saddleback			

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - June 13, 2017

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
SUMMER SCHOOL TEACHERS (Continued)					
Rush, Kathryn		Chavez			
Salcedo, Margie		Santa Ana			
Scanlon, Brian		Valley			
Sechrest, Eric		Santa Ana			
Shelton, Arlyn		Chavez			
Shepherd, Christine		Century			
Sirgy, Michelle		Century			
Smith, Thomas		Century			
Snyder, William		Godinez			
Solares, Elizabeth		Godinez			
Statler, Monique		Godinez			
Streckfus, Anne Marie		Segerstrom			
Terwilliger, Erik		Valley			
Thompson, Robert		Santa Ana			
Turner, Rosalind		Saddleback			
Urrea, Gustavo		Chavez			
Uytingco, Emmanuel		Godinez			
Vazquez, Benjamin		Lorin Griset			
Volmer, Susan		Saddleback			
Vu, Lan		Segerstrom			
Walker, Kenneth		Segerstrom			
Walle, Angelita		Santa Ana			
West, Jeffrey		Segerstrom			
Witte, Laura		Valley			
Wong, David		Segerstrom			

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - June 13, 2017

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
SUMMER SCHOOL TEACHERS (Continued)					
Wood, Michael		Independent Study			
Wren, Christopher		Saddleback			
Yetko, Claire		Century			
You, Hahnbuel		Middle College			

Mark A. McKinney, Associate Superintendent, Human Resources

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - June 13, 2017

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
RETIREMENTS						
Headland, Victoria	Interpreter Hearing Impaired	Taft	June 21, 2017			32 years, 9 months
Kozak, Kathleen	Job Training Asst. Sp. Ed.	Transition Program	June 21, 2017			21 years, 9 months
Kusinsky, Daniel	Plumber II	Bldg. Svcs.	July 18, 2017			38 years, 10 months
RESIGNATIONS						
Douglas, Tina	Asst. Supt. of Business Services	Business Svcs.	June 30, 2017			Personal - 2 years, 2 months
Guerra, Linzey	Activity Supervisor	Saddleback	May 23, 2017			Personal - 1 year, 7 months
Jacobo, Mayra	Activity Supervisor	King	April 5, 2017			Personal - 1 year, 5 months
Mears, Jessica	Sr. Facilities Planner	Facilities	May 30, 2017			Personal - 7 years, 8 months
Pham, Ryan	SSP Sp. Ed.	McFadden	April 21, 2017			Personal - 2 weeks
Rico, Andreana	After School IP	After School Program	May 19, 2017			Personal - 9 months
Sanchez, Lirio	Preschool Teacher	ECE	June 1, 2017			Personal - 10 months

Mark A. McKinney, Associate Superintendent, Human Resources

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - June 13, 2017

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
RESIGNATIONS						
Tate, Vanessa	Licensed Vocational Nurse	Health/Home-Hospital Instr.	March 31, 2017			Personal - 1 year, 10 months
Vargas, Laura	Head Start Teacher	Head Start/State Preschool	May 17, 2017			Personal - 8 years, 2 months
Zuniga, Luz	Activity Supervisor	Santiago	June 2, 2017			Personal - 5 months
TERMINATIONS						
ID# 31318	Fd. Svc. Wkr.	Nutrition Svcs.	May 17, 2017			
ID# 30800	After School IP	Diamond	June 1, 2017			
VOLUNTARY DEMOTION						
Alfaro, Cesar	Sr. Fd. Svc. Wkr.	Nutrition Svcs.	May 8, 2017		13/6	From Fd. Svc. Spvr. Int.
ABSENCES (3 to 20 duty days) - Without Pay						
Dunkle, Whitney	After School IP	Harvey	May 30, 2017	June 21, 2017		Personal
Garcia, Lily	Headstart Teacher	Child Development	May 30, 2017	June 23, 2017		Personal

Mark A. McKinney, Associate Superintendent, Human Resources

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - June 13, 2017

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
ABSENCES (3 to 20 duty days) - Without Pay (Continuation)						
Mendoza, Patricia	Teacher Aide	Lorin Griset	June 13, 2017	June 22, 2017		Personal
LEAVES (21 duty days or more) - Without Pay						
Frias, Omar	Computer Technician	MacArthur	August 7, 2017	June 4, 2018		Personal
Macias, Ana	Autism Paraprofessional	Mitchell	April 24, 2017	June 21, 2017		Personal
Ramirez, Elizabeth	Instr. Asst. Sev. Dis.	Adult Transition	August 14, 2017	May 31, 2018		Personal
MILITARY LEAVE						
Nguyen, Nhon Kiet	Sch. Police Officer	School Police	June 7, 2017	June 27, 2017		
NEW HIRES						
Anaya Sanchez, Jennifer	SSP Sp. Ed.	Carr	May 31, 2017		19/2	Probationary
Brennan, Brittany	After School IP	After School Programs	May 16, 2017		16/1	Probationary
Hernandez, Michelle	After School IP	After School Programs	June 9, 2017		16/1	Probationary
Jones, Lucas	School Police Officer	School Police	June 14, 2017		40/1	Probationary
Lopez, Mayra	Community & Family Outreach Liaison	School Climate	June 14, 2017		36/1	Probationary

Mark A. McKinney, Associate Superintendent, Human Resources

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - June 13, 2017

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
NEW HIRES (Continuation)						
Macias, Daniel	Activity Supervisor	Valley	May 23, 2017		10/1	
Maqueda, Christian	Activity Supervisor	Valley	May 26, 2017		10/1	
McCoy, Bersalin	Activity Supervisor	Century	May 19, 2017		10/1	
Plascencia, Sylvia	Activity Supervisor	Sierra	May 12, 2017		10/1	
Ramires, Bertha	Teacher's Aide	ECE	May 22, 2017		10/1	Probationary
Ruvalcaba Ruiz, Maria	Activity Supervisor	King	May 31, 2017		10/1	
REASSIGNMENTS (Change of Work Site)						
Calderon, Betty	Categorical Budget Analyst	Budget Dept.	May 10, 2017			From Special Ed.
Godinez, Jorge	Budget Technician	Budget Dept.	May 10, 2017			From Facilities
Gonzalez, Maria	Sr. Fd. Svc.Wkr.	Saddleback	April 19, 2017			From Santa Ana High
Pritchett, Jaime	Budget Technician	Budget Dept.	May 15, 2017			From Deputy Supts. Office
Torres, Jocelyn	After School IP	Diamond	May 30, 2017			From Sierra
REASSIGNMENT						
Ruiz Castellanos, Oscar	Fd. Svc. Spvr. Elem.	Nutrition Svcs.	April 19, 2017			From Sr.Fd. Svc. Wkr.

Mark A. McKinney, Associate Superintendent, Human Resources

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - June 13, 2017

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
ADJUSTMENT OF WORKING ASSIGNMENT						
Azhar, Khadija	After School IP	After School Program	April 17, 2017		16/3	From 4 hours to 6 hours
TEMPORARY ASSIGNMENTS						
Aguilar, Josue	From Custodian to Rv. Ld. Custodian	Bldg. Svcs.	May 18, 2017	May 22, 2017	28/5 + Diff.	
Archila, Yadira	From Site Clerk to Sch. Off. Mgr. Elem.	Monroe	April 24, 2017	April 28, 2017	28/5	
Barraza, Erica	From Sr. Fd. Svc. Wkr. to Fd. Svc. Spvr. Int.	Nutrition Svcs.	May 8, 2017	June 21, 2017	27/1	
Bejar, Jose	From Rv. Ld. Custodian to Plant Cust. Elem.	Bldg. Svcs.	April 12, 2017	April 14, 2017	28/6	
Cortez, Jim	From Custodian to Rv. Ld. Custodian	Bldg. Svcs.	June 5, 2017	June 9, 2017	28/4 + Diff.	
Espino, Hugo	From Custodian to Lead Custodian H.S.	Bldg. Svcs.	May 1, 2017	May 5, 2017	28/5 + Diff.	
Goddard, Joshua	From Mgr. of Fd. Svcs. Operations to Asst. Dir. of Fd. Svcs.	Nutrition Svcs.	May 1, 2017	June 30, 2017	Level 38/1	
Gonzalez, Marily	Site Coordinator	After School Programs	June 5, 2017	June 21, 2017	$25	

Mark A. McKinney, Associate Superintendent, Human Resources

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - June 13, 2017

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
TEMPORARY ASSIGNMENTS (Continuation)						
Lopez, Gerson	From Custodian to Rv. Ld. Custodian	Bldg. Svcs.	February 1, 2017	June 2, 2017	28/5 + Diff.	
Lopez, Olga	From After School IP to Site Coordinator	After School Programs	May 15, 2017	June 21, 2017	$25	
Lopez, Priscilla	From Site Clerk to Sch. Off. Asst. Sec.	Century	May 27, 2017	June 23, 2017	24/3	
Pantoja, Angel	From Groundskeeper to Ath. Fld. Grndkpr. H.S	Bldg. Svcs.	May 30, 2017	June 30, 2017	25/6	
Pedraza, Sandra	From Sch. Off. Asst. Sec. to Sch. Off. Mgr. Int.	Carr	May 12, 2017	May 19, 2017	28/5	
Pham, Ryan	From After School IP to Site Coordinator	After School Programs	May 5, 2017	May 10, 2017	$25	
Ramirez, Edgar	From Library Media Tech. to Computer Tech.	Mendez	June 2, 2017	June 21, 2017	28/2	
Sanchez Alvarado, Habib	From Fd. Svc. Wkr. to Fd. Svc. Spvr. Elem.	Nutrition Svcs.	May 10, 2017	June 21, 2017	15/2	
Tapia, Zaira	From After School IP to Site Coordinator	After School Programs	May 17, 2017	May 19, 2017	$25	
Ugalde, Victor	From Custodian to Lead Custodian H.S.	Bldg. Svcs.	April 1, 2017	May 31, 2017	28/5 + Diff.	

Mark A. McKinney, Associate Superintendent, Human Resources

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - June 13, 2017

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
HOURLY APPOINTMENTS						
Feil, Sydney	Instr. Asst. Provider	Deputy Supts. Office	May 30, 2017		16/1	
Trigilio, Carl	Instr. Asst. Provider	Deputy Supts. Office	May 16, 2017		16/1	
SUBSTITUTES						
Cali, Andrea	Custodian		May 16, 2017		23/1	
Cumpian Jr. III	Custodian		May 22, 2017		23/1	
Diaz, Anthony	Custodian		May 22, 2017		23/1	
Espinoza, Pablo	Custodian		May 15, 2017		23/1	
Farias Granados, Raul	Custodian		May 22, 2017		23/1	
Glasper, Sharon	Custodian		May 15, 2017		23/1	
Lopez Rodriguez, Francisco	Custodian		May 15, 2017		23/1	
Loza, Gustavo	Custodian		May 15, 2017		23/1	
Sosa Garcia, Martin	Custodian		May 15, 2017		23/1	
Vega, Alberto	Custodian		May 15, 2017		23/1	
SHORT TERM						
Rodriguez, Graciela	Sch. Off. Asst. Elem.	Jackson	June 26, 2017	July 28, 2017		

Mark A. McKinney, Associate Superintendent, Human Resources

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - June 13, 2017

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
EXTENDED SCHOOL YEAR (ESY)						
Ambriz, Fabiola	Sch. Off. Mgr. Elem.	Martin	July 5, 2017	July 17, 2017		
Avila, Karolina	Sch. Off. Mgr. Int.	Spurgeon	June 30, 2017	July 28, 2017		
Beltran, Aurelia	Sch. Off. Mgr. Elem.	Washington	July 5, 2017	July 17, 2017		
Beltran, Esther	Sch. Off. Mgr. Elem.	Taft	July 5, 2017	July 17, 2017		
Benoun, Maria	Sch. Off. Mgr. Elem.	Santiago	July 5, 2017	July 17, 2017		
Cifuentes, Cristina	Sch. Off. Mgr. Elem.	Heninger	July 5, 2017	July 17, 2017		
Corona, Greta	Sch. Off. Mgr. Elem.	Mitchell	June 30, 2017	July 28, 2017		
Dominguez, Rocio	Sch. Off. Mgr. Elem.	Kennedy	July 5, 2017	July 17, 2017		
Euyoque, Elva	Sch. Off. Mgr. Elem.	Taft	June 30, 2017	July 28, 2017		
Fernandez, Cuca	Sch. Off. Mgr. Elem.	Muir	June 30, 2017	July 28, 2017		
Gonzales, Olive	Sch. Off. Mgr. Elem.	Martin	June 30, 2017	July 28, 2017		
Gonzalez, Sandra	Sch. Off. Mgr. Elem.	Mitchell	July 5, 2017	July 17, 2017		
Moran, Joanna	Sch. Off. Mgr. Elem.	Kennedy	June 30, 2017	July 28, 2017		
Moran, Maribel	Sch. Off. Mgr. Elem.	Heninger	June 30, 2017	July 28, 2017		
Ornelas, Juana	Sch. Off. Mgr. Int.	Spurgeon	July 5, 2017	July 17, 2017		
Prado, Marilu	Sch. Off. Mgr. Elem.	Martin	June 30, 2017	July 28, 2017		
Rodriguez, Veronica	Sch. Off. Mgr. Elem.	Santiago	June 30, 2017	July 28, 2017		
Torres, Sandra	Sch. Off. Mgr. Elem.	Muir	July 5, 2017	July 17, 2017		
Varela, Lisa	Sch. Off. Mgr. Elem.	Washington	June 30, 2017	July 28, 2017		

Mark A. McKinney, Associate Superintendent, Human Resources

RESOLUTION NO. 16/17-3193

BOARD OF EDUCATION

SANTA ANA UNIFIED SCHOOL DISTRICT

ORANGE COUNTY, CALIFORNIA

RESOLUTION OF THE GOVERNING BOARD OF THE SANTA ANA UNIFIED SCHOOL DISTRICT TO GRANT A SECOND EASEMENT TO THE ORANGE COUNTY WATER DISTRICT

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

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

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

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

WHEREAS, the District may grant the Easement if, after adoption of this Resolution of Intent and publication of notice, the District's Governing Board adopts, in a regular open meeting ("Public Hearing"), by a two-thirds vote of all its members, a resolution authorizing and directing the Superintendent, or Superintendent's designee, to execute and deliver the Easement; and

WHEREAS, notice of the Governing Board's intent to grant the Easement ("Notice") shall be given pursuant to Education Code section 17558 by posting copies of this Resolution of Intent signed by the members of the Governing Board, or majority thereof, in three (3) public places in the District not less than ten (10) days before the date of the Public Hearing, and by publishing the Notice once not less than five (5) days before the date of the Public Hearing in a newspaper of general circulation, published in the District, if there is one, or if there is no such newspaper published in the District, then in an newspaper published in the county in which the District or any part thereof is situated and having a general circulation in the District; and

WHEREAS, the Public Hearing shall be held on June 13, 2017, Board meeting at 6:00 p.m., or as soon thereafter as the matter may be heard in the Santa Ana Unified School District Board Room, located at 1601 E. Chestnut Avenue, Santa Ana, CA 92701.

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

Section 1. The foregoing recitals are true and correct.

Section 2. The real property upon which the Easement is to be located is not needed for school classroom buildings or educational purposes.

Section 3. The District intends to grant and convey the Easement.

Section 4. The Superintendent and Superintendent's designee is hereby authorized to provide public notice as required by Education Code section 17558.

Section 5. The District's Governing Board shall hold a public hearing on June 13, 2017, Board meeting at 6:00 p.m. at its regular place of meeting for a public hearing, or as soon thereafter as the matter may be heard and shall consider authorizing the grant and conveyance of the Easement from the District to OCWD in accordance with the Easement attached hereto as Exhibit "A."

The foregoing resolution was considered, passed, and adopted by this Board at its regular meeting of 13th day of June 2017.

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

AYES: John Palacio, Valerie Amezcua, Cecilia Iglesias, Alfonso Alvarez, and Rigo Rodriguez

NOES: --

ABSENT --

STATE OF CALIFORNIA)
) ss:
COUNTY OF ORANGE)

I, John Palacio, President of the Board of Education of the Santa Ana Unified School District of Orange County, California, hereby certify that the above and foregoing Resolution was duly adopted by the said Board at a regular meeting thereof held on the 13th day of June 2017, and passed by a vote of 5-0 of said Board.

John Palacio

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

I, Cecilia Iglesias, Clerk of the Board of Education of the Santa Ana Unified School District of Orange County, California, hereby certify that the above and foregoing Resolution was duly adopted by the said Board at a regular meeting thereof held on the 13th day of June 2017, and passed by a vote of 5-0 of said Board.

Cecilia Iglesias

Cecilia Iglesias, Clerk of the Board of Education of the Santa Ana Unified School District, State of California

Resolution NO. 16/17-3174

BOARD OF EDUCATION

SANTA ANA UNIFIED SCHOOL DISTRICT

ORANGE COUNTY, CALIFORNIA

Transfer of Remaining Balance and

Closing of Associated Student Body (ASB) Fund

WHEREAS, the District has determined that Fund 95 (Associated Student Body); is no longer required for special purposes as set up by the District when the funds were established: and

WHEREAS, the Associated Student Body maintains its own general fund with accounts held at Wells Fargo Bank: and

NOW, THEREFORE, BE IT RESOLVED that the Santa Ana Unified School District fund shall be closed and a check issued for the remaining balance of $1,236,777.73 as of June 14, 2017. The check should be made payable to Santa Ana Unified Student Body and deposited to Wells Fargo Bank with any residuals to Fund 0101.

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

AYES: John Palacio, Valerie Amezcua, Cecilia Iglesias, Alfonso Alvarez, and Rigo Rodriguez

NOES: --

ABSENT --

STATE OF CALIFORNIA)
) SS:
COUNTY OF ORANGE)

I, Cecilia Iglesias, Clerk of the Board of Education of the Santa Ana Unified School District of Orange County, California, hereby certify that the above and foregoing Resolution was duly adopted by the said Board at a regular meeting thereof held on the 13th day of June, 2017, and passed by a vote of 5-0 of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 13th day of June, 2017.

Cecilia Iglesias

Cecilia "Ceci" Iglesias
Clerk of the Board of Education

RESOLUTION NO. 16/17-3183

BOARD OF EDUCATION

SANTA ANA UNIFIED SCHOOL DISTRICT

ORANGE COUNTY, CALIFORNIA

Approval of the Mitigated Negative Declaration for the Advanced Learning Academy Expansion Project located at 1325 E. Fourth Street in Santa Ana

WHEREAS, the Santa Ana Unified School District (SAUSD) Board of Education ("Board") desires to develop the Advanced Learning Academy expansion project (the "Project") located at 1325 E. Fourth Street in the City of Santa Ana, Orange County, State of California ("Property"); and

WHEREAS, the Project will include construction, operation, and maintenance of the redeveloped campus to provide educational facilities for students grades six through twelfth of the Advanced Learning Academy as well as adult education for the Santa Ana College for the benefit of the District and the community it serves; and

WHEREAS, the Board desires to have the SAUSD construct ten (10) new classrooms on the northeastern portion of the campus in order to house the projected enrollment growth of the Advanced Learning Academy; and

WHEREAS, the District, acting as the Lead Agency as defined in Section 21067 of the Public Resources Code, has undertaken the preparation of a Mitigated Negative Declaration and Initial Study, an environmental assessment and study of the Project; and

WHEREAS, a Notice of Availability for the Mitigated Negative Declaration and Initial Study for the Project was issued for a 20-day public review period beginning May 3, 2017, and ending May 23, 2017, submitted to potentially affected state agencies and local agencies (responsible agencies), posted in the offices of the SAUSD (1601 East Chestnut Avenue), posted on-site at 1325 E. Fourth Street, posted on the website of the SAUSD (www.sausd.us), and advertised in the OC Reporter newspaper; and

WHEREAS, in compliance with the CEQA Guidelines, the SAUSD submitted copies of the Mitigated Negative Declaration and Initial Study and a Notice of Completion (NOC) to the California State Clearinghouse for distribution to potentially affected state agencies; and

WHEREAS, the District received, considered and responded to comments received from the public and other interested agencies regarding the Mitigated Negative Declaration and Initial Study; and

WHEREAS, the Initial Study disclosed that there is no substantial evidence that the construction or operation of the Project will have a significant effect on the environment because Mitigation Measures have been incorporated into the Project; and

WHEREAS, the Board has carefully reviewed and considered the Initial Study, the Mitigated Negative Declaration, and its supporting sources and comments received by affected governmental agencies and other interested persons, and all other relevant information contained in the record for the Project; and

WHEREAS, the Board has determined that the Mitigated Negative Declaration and the Mitigation Measures incorporated therein responding to such comments and Monitoring Program therefore is adequate, complete and has been prepared in accordance with CEQA; and

WHEREAS, the Mitigated Negative Declaration has been prepared in compliance with CEQA and reflects the Board's independent judgment and analysis; and

WHEREAS, the Mitigated Negative Declaration and all supporting material, which constitute a record of these proceedings are kept at the offices of the Santa Ana Unified School District located at 1601 East Chestnut Avenue, Santa Ana, California 92701-6322; and

WHEREAS, all other legal prerequisites to the adoption of the Resolution have occurred.

NOW, THEREFORE, the Board hereby finds, determines, declares, orders and resolves as follows:

Section 1- Recitals. That all of the recitals set forth above are true and correct, and the Board so finds and determines.

Section 2- Compliance with CEQA. That the Board reviewed and considered the information contained in the Mitigated Negative Declaration, Initial Study, comments from the public and interested agencies, and the District's responses to such comments. The Board hereby makes the following specific findings with respect to the Mitigated Negative Declaration:

(a) That the Mitigated Negative Declaration prepared for the Project contains a complete and accurate reporting of the environmental impacts associated with the Project; and

(b) That the Mitigated Negative Declaration has been completed in compliance with CEQA and the State CEQA Guidelines; and

(c) That the Project will not result in a significant effect upon the environment because the mitigation measures described in the Mitigated Negative Declaration have been added to the Project; and

(d) That there is no substantial evidence in the record supporting a fair argument that the Project may result in significant impacts to the environment; and

(e) That the Mitigated Negative Declaration reflects the independent judgment of the District; and

Section 3- Location and Custodian of Records. The location and custodian of records with respect to all of the relevant documents and any other materiel which constitutes the administrative record for the Mitigated Negative Declaration are as follows: Assistant Superintendent of Facilities and Governmental Relations, 1601 East Chestnut Avenue, Santa Ana, California 92701.

Section 4- Public Notice. The Board finds that the public and interested government agencies have been afforded ample notice and opportunity to comment on the Notice of Availability, Mitigated Negative Declaration, and the Project.

Section 5- Adoption of Mitigated Negative Declaration and Mitigation Monitoring Plan. The Board hereby adopts the Mitigated Negative Declaration, Mitigation Measures for the Project and the Mitigation Monitoring Program, incorporated herein by reference.

Section 6- Notice of Determination. The Board hereby delegates authority to the Superintendent of the District, or her designee, to cause a Notice of Determination and a Certificate of Fee Exemption to be filed with

the Orange County Clerk and the State of California within five (5) working days after the Board's adoption of the Mitigated Negative Declaration.

Section 7- Project Approval. The Board hereby approves the construction and operation of the Project.

The foregoing resolution was considered, passed, and adopted by this Board at its regular meeting of June 13, 2017.

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

AYES: John Palacio, Valerie Amezcua, Alfonso Alvares, and Rigo Rodriguez

NOES: Cecilia Iglesias

ABSENT --

STATE OF CALIFORNIA)
) ss:
COUNTY OF ORANGE)

I, John Palacio, President of the Board of Education of the Santa Ana Unified School District of Orange County, California, hereby certify that the above and foregoing Resolution was duly adopted by the said Board at a regular meeting thereof held on the 13th day of June 2017, and passed by a vote of 4-1 of said Board.

John Palacio

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

I, Cecilia Iglesias, Clerk of the Board of Education of the Santa Ana Unified School District of Orange County, California, hereby certify that the above and foregoing Resolution was duly adopted by the said Board at a regular meeting thereof held on the 13th day of June 2017, and passed by a vote of 4-1 of said Board.

Cecilia Iglesias

Cecilia Iglesias, Clerk of the Board of Education of the Santa Ana Unified School District, State of California

SANTA ANA UNIFIED SCHOOL DISTRICT

ASSESSMENT AND DATA SPECIALIST

JOB SUMMARY:

Under general supervision of site Principal, maintain and prepares a variety of technical, and specialized records and reports; designs and manages related databases; oversees and participates in receipt and distribution of a variety of Federal/State/Local mandated and other assessment tests to be administered at school sites; provides technical and specialized information and assistance regarding assessment testing to assigned school site administrator and staff; train and support staff in Federal/State/SAUSD assessments.

REPRESENTATIVE DUTIES:

The duties listed below are intended only as illustrations of various types of work that may be performed. The omission of specific statements of duties does not exclude them from the positions if the work is similar, related or a logical assignment to this class.

- Performs with a significant degree of independent accountability difficult technical and administrative work in data/information. **E**
- Preparation and maintenance of comprehensive records/reports for site administrator and staff. **E**
- Researches, compiles, disaggregates, manipulates, organizes and interprets a variety of routine to complex statistical and/or technical data and information. **E**
- Produces, updates, maintains and distributes a variety of comprehensive and specialized reports. **E**
- Follows established procedures to maintain confidentiality and security or pertinent data and information, including test results, confidential student records and other information. **E**
- Develops, maintains, monitors, utilizes and updates specialized databases to maintain assessment testing records, including Federal, State, and Local mandated tests and Physical fitness testing data and information. **E**
- Reviews and audits student and demographic information. **E**

ASSESSMENT AND DATA SPECIALIST (CONTINUED)

REPRESENTATIVE DUTIES: (continued)

- Identifies and corrects or ensures correction of issues/errors/omissions, discrepancies in compliance with established State and Federal requirements/accountability systems. **E**
- According to established State and SAUSD requirements, oversees, supervises and participates in the receipt and distribution of testing materials. **E**
- Oversees, monitors and accepts delivery of testing materials and distribution of testing materials from publishing sources. **E**
- Coordinates and participates in inspection, shelving and/or processing of newly received testing materials. **E**
- Identifies receiving errors/issues and notifies/follows-up with publishing contacts to ensure issues are appropriately rectified. **E**
- Enforces and follows established procedures to protect confidentiality and security of testing materials. **E**
- Counts, sorts, organizes, packs and prepares assigned testing materials for distribution to school sites. **E**
- Serves as an advisor to administration with results-oriented information and provides expertise to staff and others. **E**
- Responds to requests for routine to non-routine information and complaints. **E**
- Trains school site staff regarding assessment programs, test administration protocol, and record keeping. **E**
- Trains parents to help enhance their understanding state and local assessments. **E**
- Researches and recommends action to resolve issues, as appropriate. **E**
- Confers with and provides technical assistance to school site staff, participates in assessment/testing workshops, meetings and conferences, as assigned. **E**
- Prepare communications; make appointments, maintain files and speak on supervisor's behalf. Compose correspondence and type rough drafts or notes. **E**

ASSESSMENT AND DATA SPECIALIST (CONTINUED)

REPRESENTATIVE DUTIES: (continued)

- Make arrangements for staff meetings, administrative meetings, schedules and maintains the assessment calendar for the school site administrator. **E**

- Participate in meetings; staff, parents and/or community and conferences as required to share assessment information. **E**

- Perform related duties as required.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Principles, practices, rules, requirements, guidelines, terminology and procedures applicable to testing/assessment coordination and administration.
- Policies and procedures related to areas of a responsibility
- Assessment and test administration tools, equipment, forms and reports.
- Principles, practices and methods used to prepare and present clear and comprehensive reports of assessment/testing data.
- Advanced uses of database and other software to create and maintain documents and materials requiring the interpretation and manipulation of data.
- Correct English usage, including spelling, grammar and punctuation.
- Administrative practices and procedures, including record keeping and filing practices and procedures.

Ability to:

- Interpret, apply, explain and reach sound decisions within the scope of authority in accordance with testing/assessment regulations, policies and procedures.
- Ability to type at least 55 words per minute.
- Ability to multitask and scheduling meetings through various types of media and interfaces.
- Prepare, maintain and submit clear concise reports.
- Organize, set priorities, take initiative and exercise sound independent judgement within the areas of responsibility.
- Operate office equipment, including computers and software applications.
- Design and maintains specialized databases to support assessments record maintenance.
- Bilingual desired.
- Communicate clearly and effectively, orally and in writing.
- Deal with sensitive and difficult situations.

ASSESSMENT AND DATA SPECIALIST (CONTINUED)

KNOWLEDGE AND ABILITIES: (continued)

Ability to: (continued)

- Establish and maintain effective working relationships with administrators and staff, school site administrators, teachers and staff, external district representatives and others encountered in the course of work.
- Must demonstrate dependability to complete the duties of the position as required.

EDUCATION AND EXPERIENCE:

Any combination equivalent to graduation from high school and some additional course work in secretarial or clerical subjects and four years increasingly responsible clerical, secretarial or administrative experience, including at least two years of experience in the field of secretarial and/or research.

LICENSES AND OTHER REQUIREMENTS:

Valid California driver's license.

WORKING CONDITIONS:

ENVIRONMENT:

- School and office environment.
- Driving a vehicle to conduct work.

PHYSICAL ABILITIES:

- Hearing and speaking accurately to exchange information in person or on the telephone.
- Seeing to read a variety of materials and drive a vehicle.
- Dexterity of hands and fingers to operate a computer keyboard.
- Bending at the waist, kneeling or crouching.
- Sitting, standing, or walking for extended periods of time.
- Lifting or moving objects, normally not exceeding twenty (20) pounds.

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

Board Approved: 6/13/17

SANTA ANA UNIFIED SCHOOL DISTRICT

COORDINATOR OF HUMAN RESOURCES

JOB SUMMARY:

Under the direction of the Associate Superintendent of Human Resources and/or designee; will provide overall management and supervision assistance to Human Resources to serve as a liaison between the Human Resources operations staff and Human Resources leadership; provide management level support and highly responsible assistance to Human Resources Leadership Team to ensure that the human resources and administrative operational needs are met in accordance with SAUSD District and Board policies and procedures. Receives direction from higher-level management staff and may exercise direct supervision over clerical staff.

REPRESENTATIVE DUTIES:

The duties listed below are intended only as illustrations of various types of work that may be performed. The omission of specific statements of duties does not exclude them from the positions if the work is similar, related or a logical assignment to this class.

- Serve as a liaison for the Human Resources Leadership Team and Human Resources operations staff. **E**
- Support Human Resources regarding personnel matters including recruitment, screening, transfers, employee relations, new positions, and position control. **E**
- Analyze, evaluate, and make recommendations on proposed classifications and work with Human Resources to develop class specifications. **E**
- Prepare, evaluate and update a variety of reports regarding staffing ratios, alternative staffing methods, operational effectiveness, and personnel activities. **E**
- Act as a resource to District management and staff regarding personnel policies and procedures, as well as collective bargaining. **E**
- Provide staff assistance to the Human Resources Leadership Team on special projects related to procedures, activities, and operations as related to personnel matters and human resource administration. **E**
- Confer with Human Resources Leadership Team to determine needs and develop recommendations for changes in processes. **E**

COORDINATOR OF HUMAN RESOURCES (CONTINUED)

REPRESENTATIVE DUTIES: (continued)

- Research and make recommendations related to staffing, classifications, and policies to meet program needs. **E**
- Consult with management staff in developing program's operational goals. **E**
- Participate in developing policies related to Human Resources and coordinating their implementation. **E**
- Perform related duties similar to the above in scope and impact as required.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Principles and practices of human resources.
- Principles and methods of research.
- Federal, state, and local laws, codes, and regulations affecting assigned work area.
- Basic report preparation
- Collective Bargaining, Labor Code, Educational Code, and District policies and procedures.

Ability to:

- Interpret, apply, explain and reach sound decisions within the scope of authority in accordance with Collective Bargaining, Labor Code, Educational Code, and District policies and procedures.
- Prepare, maintain and submit clear concise reports.
- Organize, set priorities, take initiative and exercise sound independent judgement within the areas of responsibility.
- Operate office equipment, including computers and software applications.
- Communicate clearly and effectively, orally and in writing.
- Deal with sensitive and difficult situations.
- Make public presentations
- Establish and maintain effective working relationships with administrators and staff, school site administrators, teachers and staff, external district representatives and others encountered in the course of work.
- Must demonstrate attendance sufficient to complete the duties of the position as required.

COORDINATOR OF HUMAN RESOURCES (CONTINUED)

EDUCATION AND EXPERIENCE:

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:
Four years of responsible human resources leadership or related experience.
At least three years teaching experience or related experience.

Training:
Equivalent to Bachelor's degree from an accredited college or university with major course work in human resources, business, public administration, or a related field. Master's degree preferred.

LICENSES AND OTHER REQUIREMENTS:

Valid California driver's license.
Administrative Services Credential preferred.

WORKING CONDITIONS:

Work Atmosphere Requirements:

- Workplace atmosphere is moderately-paced with moderate to high pressure.
- Physical ability to meet the following requirements:
  - Perform the essential functions of the job and operate all required equipment.
  - Communicate and exchange information successfully in person, via e-mail, and by telephone.
  - Travel throughout the District and County to a variety of sites within a reasonable time frame.

Mental and Emotional Requirements:

- Memorize to recall facts, figures, codes, instructions, and information, and to complete tasks in a timely manner.
- Concentrate under pressure to perform tasks and meet deadlines.
- Interact successfully with all those encountered through the course of work.

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

Board Approved: 6/13/17

SANTA ANA UNIFIED SCHOOL DISTRICT

COORDINATOR OF INTERNATIONAL BACCALAUREATE

JOB SUMMARY:

Under direction of the site principal, the Coordinator of the International Baccalaureate Program will provide administrative leadership in the development and implementation of Diploma Program (DP). The Coordinator of International Baccalaureate manages the roles of the general program administration and communication.

REPRESENTATIVE DUTIES:

The duties listed below are intended only as illustrations of various types of work that may be performed. The omission of specific statements of duties does not exclude them from the positions if the work is similar, related or a logical assignment to this class.

- Attend International Baccalaureate Diploma Program Coordinator and subject trainings. **E**
- Oversee the student selection process. **E**
- Ensure that candidates meet program and examination requirements and fulfill International Baccalaureate Organization regulations. **E**
- Ensure that all International Baccalaureate staff have access to relevant publications and updated resource materials and are fully informed of current program content and subject requirements. **E**
- Interview and hire International Baccalaureate staff as needed to stay International Baccalaureate Organization compliant. **E**
- Ensure that all International Baccalaureate regulations set forth in the Learner Profile booklet, Standards and Practices, Principles into Practice, Handbook of Procedures, and Basis for Practice, as well as subject guides are followed. **E**
- Coordinate administration of the final examinations, review data, analyze results, and ensure that all conditions for conducting examinations are met. **E**
- Oversee, observe, and evaluate International Baccalaureate teachers. **E**
- Organize regular staff meetings for review of student progress and discussion of appropriate strategies to ensure best performance. **E**

COORDINATOR OF INTERNATIONAL BACCALAUREATE (CONTINUED)

REPRESENTATIVE DUTIES: (continued)

- Work with the International Baccalaureate staff to establish an internal calendar of deadlines in order to spread the student and staff workload over the two years and to guarantee completion of all International Baccalaureate requirements. **E**

- Lead professional development for Diploma Program teachers through meetings, workshops, and coaching. **E**

- Ensure that all International Baccalaureate staff are informed of and adhere to International Baccalaureate Organization regulations. **E**

- Ensure that accurate student records are maintained. **E**

- Coordinate with the Counselor/Careers Advisor to provide information and guidance about further studies, careers and scholarship opportunities, making sure that students obtain the appropriate references and that transcripts are forwarded to universities. **E**

- Enforce Diploma Program policies for Assessment, Academic Honesty, Language, and Special Educational Needs.

- Counsel Diploma Program students on course selection, college admissions and career planning. **E**

- Maintain regular communication with all Diploma Program stakeholders (students, teachers, parents, SHS administrators, etc.). **E**

- Serve as Diploma Program advocate for all stakeholders (students, parents, teachers, administrators). **E**

- Contribute to the marketing of the program within and outside the school. **E**

- Keep copies of all correspondence with International Baccalaureate Organization including forms, documents, and reports. **E**

- Facilitate self-study in preparation for evaluation site visit. **E**

- Gather and utilize International Baccalaureate data. **E**

- Oversee school International Baccalaureate budget for student fees, training, technology and supplies. **E**

- Contribute to the marketing of the program within and outside the school. **E**

COORDINATOR OF INTERNATIONAL BACCALAUREATE (CONTINUED)

REPRESENTATIVE DUTIES: (continued)

- Keep copies of all correspondence with International Baccalaureate Organization including forms, documents, and reports. **E**
- Facilitate self-study in preparation for evaluation site visit. **E**
- Oversee school International Baccalaureate budget for student fees, training, technology and supplies. **E**
- Perform related duties as required.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Principles and practices of International Baccalaureate Program.
- Federal, state, and local laws, codes, and regulations regarding International Baccalaureate Program.
- Educational Codes and District policies and procedures.

Ability to:

- Interpret, apply, explain and reach sound decisions within the scope of authority in accordance with Educational Codes, and District policies and procedures.
- Prepare, maintain, and submit clear concise reports.
- Communicate clearly and effectively, orally and in writing.
- Make public presentations.
- Establish and maintain effective and leadership relationships with all stakeholders.

EDUCATION AND EXPERIENCE:

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying.

Experience:

- Bachelor's degree.
- Master's degree preferred.
- Three years of responsible program leadership or administrative related experience.
- At least two years teaching experience or related experience.
- Direct experience leading or teaching in an IB Program preferred.

LICENSES AND OTHER REQUIREMENTS:

- Valid California Teaching Credential.
- Valid International Baccalaureate Coordinator Certification and training.
- Valid Administrative Credential.
- Valid California Driver's License.

COORDINATOR OF INTERNATIONAL BACCALAUREATE (CONTINUED)

WORKING CONDITIONS:

ENVIRONMENT:

- School and office environment.
- Driving a vehicle to conduct work.
- Maintain flexible work hours, including evenings and weekends.

PHYSICAL ABILITIES:

- Hearing and speaking accurately to exchange information in person or on the telephone.
- Seeing to read a variety of materials and drive a vehicle.
- Dexterity of hands and fingers to operate a computer keyboard.
- Bending at the waist, kneeling or crouching.
- Sitting, standing, or walking for extended periods of time.
- Lifting or moving objects, normally not exceeding twenty (20) pounds.

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

Board Approved: 6/13/17

SANTA ANA UNIFIED SCHOOL DISTRICT

COORDINATOR OF SCHOOL CLIMATE

JOB SUMMARY:

Under the direction of the Director of School Climate, provide leadership and coordination to develop and implement a District vision for promoting positive school climate, restorative practices and the social and emotional health of all students. Plan, develop, implement and direct programs and services designed to promote success for all students including: student attendance, violence prevention and intervention, school safety, alternative discipline, parent involvement and education, positive school climate, Positive Behavioral Interventions and Supports, and behavioral interventions.

REPRESENTATIVE DUTIES:

- Participate in Data Dialogues with School Positive Behaviors Interventions and Support (PBIS) Leadership Committees. **E**
- Plan, support and provide trainings to community liaisons, Restorative Practice (RP) Specialists, counselors, school psychologists, teachers, administrators, PBIS Leadership teams and parents on PBIS and Restorative Practice tools. **E**
- Support the coordination and integration of school climate and comprehensive learning support systems with district and school level improvement efforts. **E**
- Promote the integration of social, emotional, and civic learning into existing curriculum as well as civic engagement through service-learning and other practices. **E**
- Oversee school climate assessment using valid and reliable tools that directly contribute to strategies and resources that are integrated into school improvement plans. **E**
- Ensure fiscal compliance and data integrity. **E**
- In collaboration with other district divisions and in consultation with site personnel, provide leadership to enhance family, school community partnerships through positive school climate initiatives, committees at both site and district level. **E**
- Participate in School Climate Committee. **E**
- Coordinate, recruit, and implement School Climate Parent Institute. **E**
- Promote professional development opportunities that educate and facilitate school climate reform and the delivery of effective learning supports. **E**

COORDINATOR OF SCHOOL CLIMATE (CONTINUED)

REPRESENTATIVE DUTIES: (continued)

- Seek and support allocation of resources to support school climate expansion at school sites such as funding, in kind supports, and partnerships. **E**

- Provide ongoing forums (e.g. principal meetings, student/staff) for discussion with district and school staff to review progress, challenges and solutions and improvements. **E**

- Provide support to ensure effective implementation and sustainability of school climate improvement on school sites and district. **E**

- Represent Director of School Climate at the District, County and State at gatherings related to Social Emotional Learning, Restorative Practices and Positive Behavioral Interventions and Supports. **E**

- Supervise planning, development, and implementation of innovative programs to assess the amount, duration and effect of district and site level student discipline, prevention, and intervention programs and provide feedback, support, assistance and training/staff development to sites of specific discipline program outcomes and best practices. **E**

- Support Pupil Placement Committee processes in collaboration with district and site level administrations. **E**

- Oversee the planning, development and implementation of alternatives to suspension and expulsion in district elementary, intermediate and high schools; work with the county and community agency programs to facilitated increased alternative and options for student who violate the district's Code of Behavior and laws as it relates to minors. **E**

- Assist school sites in the development of violence prevention, and education curriculum and programs and the elementary and secondary levels. **E**

- Ensure programs to foster safe schools and school safety, positive school culture and climates, conflict resolution, and prevention of student involvement in antisocial behaviors such as substance abuse, simultaneously serve to increase self-esteem, self-work, growth mindset, and self-management. **E**

- Provide leadership to the development and implementation of interagency communication, coordination and collaboration of services for students. **E**
- Maintain a professional code of ethics and a collaborative work ethic; represent the district in a variety of settings and meetings in the community; advocate for students and families. **E**

- Perform related duties as assigned.

COORDINATOR OF SCHOOL CLIMATE (CONTINUED)

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Evidence Based assessments related to school climate.
- Quantitative and qualitative evaluation of programs.
- Strategies for development and implementation of district-wide programs.
- Knowledge and understanding of social emotional learning to enhance academic performance.
- Positive alternatives to suspension to promote student engagement through a varied use of strategies and interventions.
- Restorative practices and other interventions to promote positive school climate.
- Knowledge of programs to promote student attendance and engagement.
- Assist with coordination and training of Positive Behavioral Interventions and Supports.

Ability to:

- Communicate effectively with school sites stakeholders including but not limited to students, parents, staff, Board, Cabinet, administrative staff and community partners.
- Oversee multiple programs, services and trainings.
- Work independently with minimal direction, confidentiality and discretion.
- Promote teamwork and collaboration with the following stakeholders including but not limited to students, parents, staff and community partners.
- Develop goals and objectives and position resources to meet established goals and deadlines on time.
- Work effectively in an urban-school environment.
- Work independently and initiate action as needed.
- Function within appropriate line-staff relationships.
- Work effectively with administrators, staff, parents, community, and in multicultural and bilingual environments.
- Effectively interpret and analyze data and/or assessments.

EDUCATION AND EXPERIENCE:

- Bachelor's degree.
- Master's degree preferred.
- Experience in a leadership positon in education.
- At least two years teaching or related experience.
- Experience with School Climate, Positive Behaviors Interventions and Support (PBIS), and Social Emotional Learning (SEL) preferred.

COORDINATOR OF SCHOOL CLIMATE (CONTINUED)

LICENSES AND OTHER REQUIREMENTS:

- Valid California Teaching Credential preferred.
- Valid Pupil Personnel Services Credential preferred.
- Administrative Credential.
- Valid California driver's license.
- Bilingual and Biliterate (English/Spanish) preferred.

WORKING CONDITIONS:

Environment:

- Office environment.
- Numerous interruptions.
- Driving vehicle to conduct work.

Physical Abilities:

- Hearing and speaking accurately to exchange information and make presentations
- Seeing to read a variety of materials and drive a vehicle.
- Sitting or standing for extended periods of time.
- Lifting or moving objects, normally not exceeding twenty (20) pounds.

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

Board Approved: 6/13/17

SANTA ANA UNIFIED SCHOOL DISTRICT

DIRECTOR OF CLASSIFIED PROFESSIONAL DEVELOPMENT

JOB SUMMARY:

Under the general direction of a Deputy Superintendent and/or designee, assist in the planning, organizing, and directing of the District's comprehensive professional development for all classified employees.

REPRESENTATIVE DUTIES:

- Provide an organized program of both, short-term and long-term Districtwide staff development activities. **E**
- Plan and coordinate Districtwide staff development. **E**
- Assist in the development, implementation, and evaluation of staff development efforts for classified employees. **E**
- Develop and coordinate a web based catalogue and calendar of Professional Learning Opportunities for staff. **E**
- Design and deliver district-wide staff development programs, including developing program objectives, learning outcomes, curriculum, and materials. **E**
- Conduct needs analyses by developing and administering surveys and questionnaires, conducting interviews, and coordinating and leading focus groups. **E**
- Evaluate the effectiveness of staff development programs with regard to individual and organizational performance by observing programs, developing, administering, and analyzing assessments, surveys, and questionnaires, conducting focus groups, measuring achievement of learning outcomes, and utilizing other relevant methodologies. **E**
- Coordinate training courses and programs including scheduling classes, equipment, and instructors; coordinate the selection and contracting of external training programs and consultants. **E**
- Create and maintain a variety of records and reports, including project and activity reports, surveys, evaluation documentation, and tracking systems. **E**
- Assist with the development and monitoring of the staff development budget. **E**
- Attend meetings and seminars to obtain information for use in staff development programs. **E**

DIRECTOR OF CLASSIFIED PROFESSIONAL DEVELOPMENT (CONTINUED)

REPRESENTATIVE DUTIES: (continued)

- Provide clear, accessible resources for classified employees to develop a growth plan specific to their professional goals and in collaboration with their supervisor. **E**
- Provide classified employees with tangible, highly accessible tools they can utilize at their convenience to progress in their growth plan and achieve their goals. **E**
- Promote collaboration and knowledge-sharing among classified employees across the District. **E**
- Provide all classified employees with resources and support they need to be successful in their jobs. **E**
- Encourage classified employees to establish goals, make conscious choices, and take action. **E**
- Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Principles of adult learning theory.
- Principles and best practices of instructional design.
- Methods and techniques for conducting needs assessments.
- Methods and techniques associated with evaluating the effectiveness of staff development programs.
- District organization, policies, procedures, and objectives.
- Available resources related to areas of assignment.
- Principles of English grammar, spelling, and composition.
- Office procedures, methods, and equipment.
- Office productivity computer applications including word processing, spreadsheet, email, presentation, and database applications.
- Principles of report preparation.
- Principles and procedures of record keeping.

DIRECTOR OF CLASSIFIED PROFESSIONAL DEVELOPMENT (CONTINUED)

KNOWLEDGE AND ABILITIES: (continued)

Ability to:

- Design and deliver staff development programs using a variety of instructional techniques and formats such as e-learning, role playing, simulations, team exercises, group discussions, videos, and lectures.
- Remain current on training and organizational development trends.
- Provide information, assistance, and training to employees, supervisors, and administrators.
- Express complex technical concepts clearly and concisely, both orally and in writing.
- Operate office equipment, including computers and associated software including word processing, spreadsheet, email, presentation, and database applications.
- Learn and apply new information and skills.
- Research, collect, compile, and analyze information.
- Analyze situations accurately and adopt an effective course of action.
- Work independently with little direction.
- Understand and carry out oral and written directions.
- Plan and organize work to meet changing priorities and deadlines.
- Exercise initiative and independence of judgment and action.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those encountered in the
- course of work.
- Type, keyboard, and/or enter data at a speed necessary for successful job performance.
- Prepare reports, tables, and spreadsheets by gathering and organizing information and data from a variety of sources

EDUCATION AND EXPERIENCE:

- Master's Degree from an accredited college or university
- Three years' site principal experience or three years of increasing leadership in a classified management position
- Desirable: Experience in coordinating professional development

LICENSES, CERTIFICATES, AND OTHER REQUIREMENTS:

- Valid California Administrative Credential desired
- Valid California driver's license
- Bilingual Spanish/English is desirable

DIRECTOR OF CLASSIFIED PROFESSIONAL DEVELOPMENT (CONTINUED)

WORKING CONDITIONS:

ENVIRONMENT:

- Typical office environment.

PHYSICAL ABILITIES:

- Sufficient vision to read volumes of printed materials.
- Sufficient hearing to conduct in person and telephone conversations.
- Sufficient physical mobility to move about the District and drive a car.
- Ability to speak in an understandable voice with sufficient volume to be heard in normal conversational distance, on the telephone, and in addressing groups.
- Physical, mental and emotional stamina to endure long hours under sometimes stressful conditions.

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

Board Approved: 6/13/17

2017

Santa Ana Unified School District

BOARD POLICY NO: 3550

SUBJECT: **Food Service/Child Nutrition Program**
CATEGORY: Business and Non-Instructional Operations
RESPONSIBLE OFFICE(S): Business Services, Nutrition Services

EFFECTIVE: 6/13/2017
REVIEWED: 5/23/2017

SCOPE:

The Governing Board recognizes that adequate, nourishing food is essential to student health, development, and ability to learn. The Superintendent or designee shall develop strategies to increase students' access to the District's food service programs and to maximize their participation in available programs.

POLICY:

Foods and beverages available through the district's food service program shall:

1. Be carefully selected so as to contribute to students' nutritional well-being and the prevention of disease.

2. Meet or exceed nutritional standards specified in law and administrative regulation.

3. Be prepared in ways which will appeal to students, retain nutritive quality and foster lifelong healthful eating habits.

4. Be served in age-appropriate portions

5. Be available to students who meet federal eligibility criteria at no cost or at reduced prices, and to other students at reasonable prices and in accordance with federal and state requirements.

To encourage student participation in school meal programs, schools may offer multiple choices of food items within a meal service, provided all food items meet nutrition standards and all students are given an opportunity to select any food item.

The Superintendent or designee may invite students and parents/guardians to participate in the selection of foods of good nutritional quality for school menus.

The Board desires to provide students with adequate time and space to eat meals. To the extent possible, school, recess, bell schedules, and transportation schedules shall be designed to encourage participation in school meal programs.

The Superintendent or designee shall periodically review the adequacy of school facilities for cafeteria eating and food preparation and allocate funds to maintain and modernize the facilities.

In accordance with law, the Superintendent or designee shall develop and maintain a food safety program in order to reduce the risk of foodborne hazards at each step of the food preparation process, from receiving to service.

Santa Ana Unified School District

BOARD POLICY NO: 3550

SUBJECT: **Food Service/Child Nutrition Program**

CATEGORY: Business and Non-Instructional Operations

EFFECTIVE:

RESPONSIBLE OFFICE(S): Business Services, Nutrition Services

REVIEWED: 5/23/2017

The Superintendent or designee shall annually report to the Board on student participation in the district's nutrition programs and the extent to which the district's food services program meets state and federal nutrition standards for foods and beverages. In addition, the Superintendent or designee shall provide all necessary and available documentation required for the administrative review conducted by the California Department of Education (CDE) to ensure the food service program's compliance with federal requirements related to nutrition standards, meal patterns, provision of drinking water, school meal environment, food safety, and other areas required by CDE.

DESIRED OUTCOME:

Students will participate in the District's food service programs. The Superintendent or designee will support strategies that promote participation in school meal programs.

IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

District Policies and Procedures:

BP 0500 Accountability
BP 3551 Food Service Operations/Cafeteria Fund
BP 3552 Summer Meal Program
BP 3553 Free and Reduced Price Meals
BP 3554 Other Food Sales
BP 3555 Nutrition Program Compliance
BP 5030 Student Wellness
BP 7110 Facilities Master Plan

Legal Reference:

Education Code:

35182.5	Contracts, non-nutritious beverages
38080-38103	Cafeteria, establishment and use
45103.5	Contracts for management consulting services; restrictions
49430-49436	Pupil Nutrition, Health, and Achievement Act of 2001
49490-49494	School breakfast and lunch programs
49500-49505	School meals
49510-49520	Nutrition
49530-49536	Child Nutrition Act
49540-49546	Child care food program
49547-49548.3	Comprehensive nutrition services
49550-49562	Meals for needy students
49570	National School Lunch Act
51795-51797	School gardens

Health and Safety Code:

113700-114437	California Retail Food Code

Code of Regulations, Title 5:

15510	Mandatory meals for needy students
15530-15535	Nutrition education
15550-15565	School lunch and breakfast programs
15575-15578	Requirements for foods and beverages outside federal meal programs

United States Code, Title 42:

1751-1769	National School Lunch Program, including:
1758	Local wellness policy
1761	Summer Food Service Program and Seamless Summer Feeding Option
1769	Fresh Fruit and Vegetable Program
1771-1793	Child nutrition, especially:
1773	National School Breakfast Program

Code of Federal Regulations, Title 7:

210.1-210.31	National School Lunch Program
220.1-220.21	National School Breakfast Program
245.1-245.13	Eligibility for free and reduced-price meals and free milk

Management Resources:

CSBA Publications:

Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009

Nutrition Standards for Schools: Implications for Student Wellness, Policy Brief, rev. October 2007

Monitoring for Success: Student Wellness Policy Implementation Monitoring Report and Guide, 2007

Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006

California Department of Education Publications:

School Meals Initiative Summary

Healthy Children Ready to Learn, January 2005

California Project Lean Publications:

Policy in Action: A Guide to Implementing Your Local School Wellness Policy, October 2006

U.S. Department of Agriculture Publications:

School Breakfast Toolkit

Fresh Fruit and Vegetable Program: Handbook for Schools, December 2010

Food Buying Guide for Child Nutrition Programs, December 2007

Civil Rights Compliance and Enforcement - Nutrition Programs and Activities, FNS Instruction 113-1, November 2005

Guidance for School Food Authorities: Developing a School Food Safety Program Based on the Process Approach to HACCP Principles, June 2005

Dietary Guidelines for Americans, 2005

Santa Ana Unified School District

BOARD POLICY NO: 3550

SUBJECT: **Food Service/Child Nutrition Program**
CATEGORY: Business and Non-Instructional Operations
RESPONSIBLE OFFICE(S): Business Services, Nutrition Services

EFFECTIVE: .
REVIEWED: 5/23/2017

Web Sites:
CSBA: http://www.csba.org
California Department of Education, Nutrition Services Division: http://www.cde.ca.gov/ls/nu
California Department of Public Health: http://www.cdph.ca.gov
California Farm Bureau Federation: http://www.cfbf.com
California Food Policy Advocates: http://www.cfpa.net
California Healthy Kids Resource Center: http://www.californiahealthykids.org
California Project LEAN (Leaders Encouraging Activity and Nutrition): http://www.californiaprojectlean.org
California School Nutrition Association: http://www.calsna.org
Centers for Disease Control and Prevention: http://www.cdc.gov
National Alliance for Nutrition and Activity: http://www.cspinet.org/nutritionpolicy/nana.html
U.S. Department of Agriculture, Food and Nutrition Service: http://www.fns.usda.gov/fns

2017

Santa Ana Unified School District

BOARD POLICY NO: 3551

SUBJECT: **Food Service Operations/Cafeteria Fund**
CATEGORY: Business and Non-Instructional Operations
RESPONSIBLE OFFICE(S): Business Services, Nutrition Services

EFFECTIVE: 6/13/2017
REVIEWED: 5/23/2017

SCOPE:

The Governing Board intends that, insofar as possible, school food services shall be a self-supporting, nonprofit program. All revenues accruing to the Cafeteria Fund will be maintained and expended in accordance with federal and state regulations.

POLICY:

The Superintendent or designee shall ensure that all food services administrators and personnel possess appropriate qualifications and receive ongoing professional development related to the effective management and implementation of the district's food services program.

Meal Sales

Meals may be sold to students, district employees, Board members, and employees or members of the fund or association maintaining the cafeteria in accordance with federal and state regulations.

In addition, meals may be sold to other individuals and organizations that are on campus during meal times for a legitimate purpose, such as classroom volunteers, parents/guardians, or students' siblings.

The Superintendent or designee shall recommend meal prices, based on the costs of providing food services and consistent with Education Code 38084 and 42 USC 1760, for students and nonstudents for approval by the Board. Students who are enrolled in the free or reduced-price meal programs shall receive meals free of charge or at a reduced price in accordance with law, Board policy, and administrative regulation.

Any meals served to nonstudents shall not be subsidized by federal or state reimbursements, food service revenues, or U.S. Department of Agriculture foods.

Cafeteria Fund

The Superintendent or designee shall establish a cafeteria fund independent of the district's general fund.

The wages, salaries, and benefits of food service employees shall be paid from the district's general fund. At any time, the Board may order reimbursement from the district's cafeteria fund for these payments in amounts prescribed by the Board and not exceeding the costs actually incurred.

OR

The wages, salaries, and benefits of food service employees shall be paid from the cafeteria fund.

The Superintendent or designee shall ensure that state and federal funds provided through school meal programs are allocated only for purposes related to the operation or improvement of food services and reasonable and necessary indirect program costs as allowed by law. Program financial reports shall be presented regularly to the Board.

Santa Ana Unified School District

BOARD POLICY NO: 3551

SUBJECT: **Food Service Operations/Cafeteria Fund**
CATEGORY: Business and Non-Instructional Operations — EFFECTIVE: 6/13/2017
RESPONSIBLE OFFICE(S): Business Services, Nutrition Services — REVIEWED: 5/23/2017

Contracts with Outside Providers
With Board approval, the district may enter into a contract for food service consulting services or food service management services in one or more district schools.

DESIRED OUTCOME:

The Cafeteria Fund shall be maintained separately from the District's General Fund. Cafeteria Funds shall be used only as allowed by law.

IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

District Policies and Procedures:

BP 3100 Budget
BP 3300 Expenditures and Purchases
BP 3311 Bids
BP 3312 Contracts
BP 3400 Management of District Assets/Accounts
BP 3460 Financial Reports and Accountability
BP 3550 Food Service/Child Nutrition Program
BP 3552 Summer Meal Program
BP 3553 Free and Reduced Price Meals
BP 3554 Other Food Sales
BP 3555 Nutrition Program Compliance
BP 3600 Consultants
BP 4231 Staff Development

Legal Reference:

Education Code:

38080-38086	Cafeteria, establishment and use
38090-38095	Cafeterias, funds and accounts
38100-38103	Cafeterias, allocation of charges
42646	Alternate payroll procedure
45103.5	Contracts for management consulting services; restrictions
49490-49493	School breakfast and lunch programs
49500-49505	School meals
49554	Contract for services

Health and Safety Code:

113700-114437	California Retail Food Code

United States Code, Title 42

1751-1769	School lunch programs
1771-1791	Child nutrition, including:
1773 School breakfast program	

Code of Federal Regulations, Title 2

255	Cost Principles for State, Local, and Indian Tribal Governments

Code of Federal Regulations, Title 7

210.1-210.31	National School Lunch Program
220.1-220.21	National School Breakfast Program
250.1-250.70	USDA foods

Management Resources:

California Department of Education Management Bulletins:

USDA-FDP-02-2010 Storage and Inventory Management of United States Department of Agriculture (USDA) Donated Foods, August 2010

USDA-SNP-01-2008 Clarification for the Use of Alternate Meals in the National School Lunch and School Breakfast Programs; and the Handling of Unpaid Meal Charges, February 2008

00-111 Adult and Sibling Meals in the National School Lunch and School Breakfast Programs, July 2000

California Department of Education Publications:

California School Accounting Manual

Food Distribution Program Administrative Manual

U.S. Department of Education Guidance:

FAQs About School Meals

Web Sites:

California Department of Education, Nutrition Services Division: http://www.cde.ca.gov/ls/nu

California School Nutrition Association: http://www.calsna.org

U.S. Department of Agriculture, Food and Nutrition Service: http://www.fns.usda.gov/cnd

Santa Ana Unified School District

BOARD POLICY NO: 3552

SUBJECT: **Summer Meal Program**

CATEGORY: Business and Non-Instructional Operations — EFFECTIVE: 6/13/2017

RESPONSIBLE OFFICE(S): Business Services, Nutrition Services — REVIEWED: 5/23/2017

SCOPE:

The Governing Board recognizes that child nutrition programs have a positive and direct impact upon children's well-being and achievement. To help students and other children in the community remain well-nourished throughout the summer vacation, the district shall sponsor a summer meal program as approved by the California Department of Education (CDE).

POLICY:

The Superintendent or designee shall operate summer meal service sites based on state and federal program criteria and an assessment of family and community needs. When feasible, the Superintendent or designee shall involve local governmental agencies, food banks, and/or community organizations in identifying suitable site locations. The site(s) shall be approved by the CDE before meal service is initiated.

The summer meal program may be offered in conjunction with educational enrichment or recreational activities in order to encourage participation in other wellness and learning opportunities.

The Superintendent or designee shall develop and coordinate outreach and promotional activities to inform parents/guardians and the community about the availability of the summer meal program and its location(s) and hours.

The Superintendent or designee shall maintain accurate records of all meals served and shall ensure the timely submission of reimbursement claims in accordance with state procedures.

The Superintendent or designee shall regularly report to the Board regarding program implementation, number of participants, and program costs. As needed, the Board shall direct the Superintendent or designee to identify program modifications to increase program quality or children's access to meal services.

DESIRED OUTCOME:

Students and children in the community will have access to meals during summer vacation.

IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

District Policies and Procedures:

BP 3550 Food Service/Child Nutrition Program
BP 3551 Food Service Operations/Cafeteria Fund
BP 3552 Summer Meal Program
BP 3553 Free and Reduced Price Meals
BP 3554 Other Food Sales
BP 3555 Nutrition Program Compliance
BP 6142.7 Physical Education and Activity
BP 6177 Summer School

Santa Ana Unified School District

BOARD POLICY NO: 3552

SUBJECT: **Summer Meal Program**
CATEGORY: Business and Non-Instructional Operations — EFFECTIVE: 6/13/2017
RESPONSIBLE OFFICE(S): Business Services, Nutrition Services — REVIEWED: 5/23/2017

Legal Reference:

Education Code:

49430-49436 Pupil Nutrition, Health, and Achievement Act of 2001
49490-49494 School breakfast and lunch programs
49500-49505 School meals
49510-49520 Nutrition
49530-49536 Child Nutrition Act
49547-49548.3 Comprehensive nutrition services
49550-49562 Meals for needy students
49570 National School Lunch Act

Code of Regulations, Title 5:

15510 Mandatory meals for needy students
15550-15565 School lunch and breakfast programs

United States Code, Title 42:

1751-1769 School lunch programs, including:
1758b Local wellness policy
1761 Summer Food Service Program and Seamless Summer Feeding Option
1771-1792 Child nutrition, especially:
1773 School breakfast program

Code of Federal Regulations, Title 7:

210.1-210.31 National School Lunch Program
220.1-220.22 National School Breakfast Program
225.1-225.20 Summer Food Service Program

Management Resources:

CSBA Publications:

Providing Access to Nutritious Meals During Summer, Policy Brief, June 2010
Monitoring for Success: Student Wellness Policy Implementation Monitoring Report and Guide, 2007
Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006

California Department of Education Management Bulletins:

USDA-SFSP-06-2008 Summer Food Service Program Outreach Requirement Clarification, October 2008

U.S. Department of Agriculture Publications:

The Summer Food Service Program: Food That's in When School is Out, 2010, Nutrition Guidance for Sponsors, rev. March 2010
The Summer Food Service Program: Food That's in When School is Out, 2010 Site Supervisor's Guide, rev. January 2010
The Summer Food Service Program: Food That's in When School is Out, 2010 Monitor's Guide, rev. January 2010
The Summer Food Service Program: Food That's in When School is Out, 2010 Administrative Guidance for Sponsors, rev. December 2009
National School Lunch Program's Seamless Summer Option Questions and Answers, 2009

Santa Ana Unified School District

BOARD POLICY NO: 3552

SUBJECT: **Summer Meal Program**
CATEGORY: Business and Non-Instructional Operations — EFFECTIVE: 6/13/2017
RESPONSIBLE OFFICE(S): Business Services, Nutrition Services — REVIEWED: 5/23/2017

WEB SITES:
CSBA: http://www.csba.org
California Center for Research on Women and Families, Summer Meal Program Coalition: http://www.ccrwf.org
California Department of Education, Nutrition: http://www.cde.ca.gov/ls/nu
California Food Policy Advocates: http://www.cfpa.net
California School Nutrition Association: http://www.calsna.org
Child Nutrition Information and Payment System: https://www.cnips.ca.gov
U.S. Department of Agriculture, Food and Nutrition Service: http://www.fns.usda.gov

Santa Ana Unified School District

BOARD POLICY NO: 3554

SUBJECT: **Other Food Sales**
CATEGORY: Business and Non-Instructional Operations — EFFECTIVE: 6/13/2017
RESPONSIBLE OFFICE(S): Business Services, Nutrition Services — REVIEWED: 5/23/2017

SCOPE:

The Governing Board believes that sales of foods and beverages at school during the school day should be aligned with the district's goals to promote student wellness. Any food sales conducted outside the district's food service program shall meet nutritional standards specified in law, Board policy, and administrative regulation and shall not reduce student participation in the district's food service program.

POLICY:

The Board authorizes the Superintendent or designee to approve the sale of foods and beverages outside the district's food service program, including sales by student or school-connected organizations, sales through vending machines, and/or sales at secondary school student stores for fundraising purposes.

When vending machines are sponsored by the district or a student or adult organization, the Superintendent or designee shall determine how and where vending machines may be placed at school sites, district offices, or other school facilities and when they may operate.

DESIRED OUTCOME:

All foods and beverages sold on campus will be sold in compliance with state and federal laws, Board policy, and administrative regulation.

IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

District Policies and Procedures:

BP 3312 Contracts
BP 3550 Food Service/Child Nutrition Program
BP 3551 Food Service Operations/Cafeteria Fund
BP 3553 Free and Reduced Price Meals
BP 5030 Student Wellness

Legal Reference:

Education Code:

35182.5	Contracts, non-nutritious beverages
48931	Authorization and sale of food
49430-49434	Pupil Nutrition, Health, and Achievement Act of 2001
51520	School premises; prohibited solicitations

Code of Regulations, Title 5:

15500	Food sales in elementary schools
15501	Sales in high schools and junior high schools
15575-15578	Requirements for foods and beverages outside the federal meals program

Health and Safety Code:

113700-114437	California Retail Food Code

Santa Ana Unified School District

BOARD POLICY NO: 3554

SUBJECT: **Other Food Sales**
CATEGORY: Business and Non-Instructional Operations
RESPONSIBLE OFFICE(S): Business Services, Nutrition Services

EFFECTIVE: 6/13/2017
REVIEWED: 5/23/2017

United States Code, Title 42:

1751-1769	National School Lunch Act, including:
1758	Local wellness policy
1771-1791	Child nutrition, School Breakfast Program

Code of Federal Regulations, Title 7:

210.1-210.31	National School Lunch Program
220.1-220.21	National School Breakfast Program

Management Resources:

CSBA Publications:
Nutrition Standards for Schools: Implications for Student Wellness, Policy Brief, rev. October 2007
Monitoring for Success: Student Wellness Policy Implementation Monitoring Report and Guide, 2007
Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006

California Department of Education Management Bulletins:
06-110 Restrictions on Food and Beverage Sales Outside of the School Meal Program, August 2006

Fiscal Crisis and Management Assistance Team Publications:
Associated Student Body Accounting Manual and Desk Reference, 2002

National Association of State Boards of Education Publications:
Fit, Healthy and Ready to Learn, 2000

Web Sites:
CSBA: http://www.csba.org
California Department of Education, Nutrition Services Division: http://www.cde.ca.gov/ls/nu
California Department of Public Health: http://www.cdph.ca.gov
California Healthy Kids Resource Center: http://www.californiahealthykids.org
California Project LEAN (Leaders Encouraging Activity and Nutrition): http://www.californiaprojectlean.org
Centers for Disease Control and Prevention: http://www.cdc.gov
Fiscal Crisis and Management Assistance Team: http://www.fcmat.org
National Association of State Boards of Education (NASBE): http://www.nasbe.org
U.S. Dept. of Agriculture, Food and Nutrition Information Center: http://www.nal.usda.gov/fnic

Santa Ana Unified School District

BOARD POLICY NO: 3555

SUBJECT: **Nutrition Program Compliance**

CATEGORY: Business and Non-Instructional Operations — EFFECTIVE: 6/13/2017

RESPONSIBLE OFFICE(S): Business Services, Nutrition Services — REVIEWED: 5/23/2017

SCOPE:

The Governing Board recognizes the district's responsibility to comply with state and federal nondiscrimination laws as they apply to the district's nutrition programs. The district shall not deny any individual the benefits or service of any nutrition program or discriminate against him/her on any basis prohibited by law.

POLICY:

Coordinator:

The Board designates the compliance officer(s) specified in AR 1312.3 - Uniform Complaint Procedures as the district's civil rights coordinator to ensure compliance with the laws governing its nutrition programs and to investigate any related complaints.

The responsibilities of the compliance officer/coordinator include, but are not limited to:

1. Providing the name of the civil rights coordinator, Section 504 coordinator, and Title IX coordinator, if different from the civil rights coordinator, to the California Department of Education and other interested parties.

2. Annually providing mandatory civil rights training to all frontline staff who interact with program applicants or participants and to those who supervise frontline staff.

   The subject matter of such training shall include, but not be limited to, collection and use of data, effective public notification systems, complaint procedures, compliance review techniques, resolution of noncompliance, requirements for reasonable accommodation of persons with disabilities, requirements for language assistance, conflict resolution, and customer service.

3. Establishing admission and enrollment procedures that do not restrict enrollment of students on the basis of race, ethnicity, national origin, or disability, including preventing staff from incorrectly denying applications and ensuring that such persons have equal access to all programs.

4. Sending a public release announcing the availability of the child nutrition programs and/or changes in the programs to public media and to community and grassroots organizations that interact directly with eligible or potentially eligible participants.

5. Communicating the program's nondiscrimination policy and applicable complaint procedures, as provided in the section "Notifications" below.

6. Providing appropriate translation services when a significant number of persons in the surrounding population have limited English proficiency.

Santa Ana Unified School District

BOARD POLICY NO: 3555

SUBJECT: **Nutrition Program Compliance**
CATEGORY: Business and Non-Instructional Operations — EFFECTIVE: 6/13/2017
RESPONSIBLE OFFICE(S): Business Services, Nutrition Services — REVIEWED: 5/23/2017

7. Ensuring that every part of a facility is accessible to and usable by persons with disabilities and that participants with disabilities are not excluded from the benefits or services due to inaccessibility of facilities.

8. Ensuring that special meals are made available to participants with disabilities who have a medical statement on file documenting that their disability restricts their diet.

9. Implementing procedures to process and resolve civil rights (discrimination) complaints and program-related complaints, including maintaining a complaint log and working with the appropriate person to resolve any complaint.

10. Developing a method, which preferably uses self-identification or self-reporting, to collect racial and ethnic data for potentially eligible populations, applicants, and participants.

Notifications:

The U.S. Department of Agriculture's (USDA) "And Justice for All" civil rights poster or a substitute poster approved by the USDA's Food and Nutrition Service shall be displayed in areas visible to the district's nutrition program participants, such as food service areas and school offices.

The coordinator shall notify the public, all program applicants, participants, and potentially eligible persons of their program rights and responsibilities and steps necessary for participation. Applicants, participants, and the public also shall be advised of their right to file a complaint, how to file a complaint, the complaint procedures, and that a complaint may be filed anonymously or by a third party.

In addition, all forms of communication available to the public regarding program availability shall contain, in a prominent location, the following statement:

"In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

SUBJECT: **Nutrition Program Compliance**
CATEGORY: Business and Non-Instructional Operations — EFFECTIVE: 6/13/2017
RESPONSIBLE OFFICE(S): Business Services, Nutrition Services — REVIEWED: 5/23/2017

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http:// www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
(2) Fax: (202) 690-7442; or
(3) Email: program.intake@usda.gov.

This institution is an equal opportunity provider.

Forms of communication requiring this nondiscrimination statement include, but are not limited to, web sites, public information releases, publications, and posters, but exclude menus. The nondiscrimination statement need not be included on every page of program information on the district's or school's web site, but the statement or a link to the statement shall be included on the home page of the program information.

A short version of the nondiscrimination statement, stating "This institution is an equal opportunity provider," may be used on pamphlets, brochures, and flyers in the same print size as the rest of the text.

Complaints:

Any complaint concerning the district's nutrition programs shall be investigated using the process identified in AR 1312.3 - Uniform Complaint Procedures.

When a complaint alleging discrimination on the basis of race, color, national origin, sex, age, or disability is unresolved at the district level, the coordinator shall notify the complainant of the option to contact and/or forward his/her complaint to one of the following agencies:

1. Child Nutrition Program Civil Rights and Program Complaint Coordinator, California Department of Education, Nutrition Services Division, 1430 N Street, Room 4503, Sacramento, CA 95814-2342 or call (800) 952-5609 and press option 2.

2. U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410, (866) 632-9992, (800) 877-8339 (Federal Relay Service - English), (800) 845-6136 (Federal Relay Service - Spanish), fax (202) 690-7442, or email program.intake@usda.gov.

Santa Ana Unified School District

BOARD POLICY NO: 3555

SUBJECT: **Nutrition Program Compliance**
CATEGORY: Business and Non-Instructional Operations — EFFECTIVE: 6/13/2017
RESPONSIBLE OFFICE(S): Business Services, Nutrition Services — REVIEWED: 5/23/2017

DESIRED OUTCOME:

The District will be in compliance with all state and federal nondiscrimination laws as they apply to the district's nutrition programs.

IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

District Policies and Procedures:

BP 1312.3 Uniform Complaint Procedures
BP 3550 Food Service/Child Nutrition Program
BP 3552 Summer Meal Program
BP 3553 Free and Reduced Price Meals
BP 5030 Student Wellness
BP 5125 Student Records
BP 6159 Individualized Education Program
BP 6164.6 Identification and Education Under Section 504

Legal Reference:

Education Code:

200-262.4	Prohibition of discrimination
48985	Notices to parents in language other than English
49060-49079	Student records
49490-49590	Child nutrition programs

Penal Code:

422.6	Interference with constitutional right or privilege

Code of Regulations, Title 5:

3080	Application of section
4600-4687	Uniform complaint procedures
4900-4965	Nondiscrimination in elementary and secondary education programs

United States Code, Title 20:

1400-1482	Individuals with Disabilities in Education Act
1681-1688	Discrimination based on sex or blindness, Title IX

United States Code, Title 29:

794	Section 504 of the Rehabilitation Act of 1973

United States Code, Title 42:

2000d-2000d-7	Title VI, Civil Rights Act of 1964
2000e-2000e-17	Title VII, Civil Rights Act of 1964 as amended
2000h-2000h-6	Title IX
12101-12213	Americans with Disabilities Act

Code of Federal Regulations, Title 7:

210.23	National School Lunch Program, district responsibilities
215.7	Special Milk Program, requirements for participation
215.14	Special Milk Program, nondiscrimination
220.7	School Breakfast Program, requirements for participation
225.3	Summer Food Service Program, administration
225.7	Summer Food Service Program, program monitoring

Code of Federal Regulations, Title 28:

35.101-35.190	Americans with Disabilities Act
36.303	Auxiliary aids and services

Code of Federal Regulations, Title 34:

100.1-100.13	Nondiscrimination in federal programs, effectuating Title VI
104.1-104.39	Section 504 of the Rehabilitation Act of 1973
106.1-106.61	Discrimination on the basis of sex, effectuating Title IX, especially:
106.9	Dissemination of policy

Management Resources:

California Department of Education Publications:

Civil Rights and Complaint Procedures for the U.S. Department of Agriculture Child Nutrition Programs, rev. November 2015

U.S. DEPARTMENT OF AGRICULTURE, FOOD AND NUTRITION SERVICE PUBLICATIONS

Civil Rights Compliance and Enforcement - Nutrition Programs and Activities, FNS Instruction 113-1, November 2005

U.S. Department of Education, Office for Civil Rights Publications:

Notice of Non-Discrimination, August 2010

Web Sites:

California Department of Education, Nutrition Services Division: http://www.cde.ca.gov/ls/nu

U.S. Department of Agriculture, Food and Nutrition Services: http://www.fns.usda.gov

U.S. Department of Agriculture, Office for Civil Rights: http://www.ascr.usda.gov

U.S. Department of Education, Office for Civil Rights: http://www2.ed.gov/ocr

Santa Ana Unified School District

BOARD POLICY NO: 5146

SUBJECT: **Pregnant/Parenting/Married Students**
CATEGORY: Students
RESPONSIBLE OFFICE(S): Early Childhood Education/Cal-SAFE

EFFECTIVE: 6/2017
REVIEWED: 5/2017

SCOPE:

The Governing Board recognizes that early marriage, pregnancy, or parenting and related responsibilities may disrupt a student's education and increase the chance of a student dropping out of school. The Santa Ana Unified School District therefore desires to support married, pregnant, and parenting students to continue their education, attain strong academic and parenting skills, and promote the healthy development of their children.

(cf. 51131.1 – Chronic Absence and Truancy)
(cf. 5147 – Dropout Prevention)
(cf. 6011 – Academic Standards)
(cf. 6146.1 High School Graduation Requirements)
(c.f. 6146.11 Alternative Credits Toward Graduation)
(cf. 6146.2 – Certificate of Proficiency/High School Equivalency)

POLICY:

The district shall not discriminate against any student on the basis of the student's marital status, pregnancy, childbirth, false pregnancy, or related recovery (E.C. 230; 20 USC 1681-1688) (cf. 0410 – Nondiscrimination in District Programs and Activities)

For school related purposes, a student under the age of 18 years who enters into a valid marriage shall have all the rights and privileges of students who are 18 years old, even if the marriage has dissolved. (Family Code 7002)

Education and Support Services for Pregnant and Parenting Students

Pregnant and parenting students shall retain the right to participate in any comprehensive school or educational alternative program. The classroom setting shall be the preferred educational setting unless an alternative strategy is necessary to meet the needs of the student and his/her child.

(cf. 6158 – Independent Study)
(cf. 6181- Alternative Schools/Programs of Choice)
(cf. 6184 - Continuation Education)
(cf. 6200 - Adult Education)

When necessary, reasonable accommodations shall be provided to pregnant and parenting students to enable them to access the educational program. Any education program or activity, including extracurricular activity, that is offered to pregnant students, shall be equal to that offered to other students. A student's participation in such programs shall be voluntary. (5 CCR 4950)

Educational and related support services shall be provided, either through the district or in collaboration with community agencies and organizations, to meet the needs of pregnant and parenting students and their children. Such services may include but are not limited to:

1. Case Management Services (cf. 6164.2 Guidance/Counseling Services)
2. Childcare (cf. 1020 – Youth Services) (cf. 5148 – Child Care and Development)
3. Home-To-School Transportation (Bus Pass)

4. Nutritional Meal Supplements (E.C. 49553, 42 USC 1786, and 7 CFR 246.1-246.28)
5. Academic/Higher Ed Counseling (cf. 6164.2 – Guidance/Counseling Services)

As appropriate, teachers, administrators, and/or other personnel who work with pregnant and parenting students shall receive related professional development. (c.f. 4131) (c.f. 4231) (c.f. 4331)

Reasonable Accommodations

A pregnant student shall have access to any service available to other students with temporary disabilities or medical conditions. A student shall not incur an academic penalty for using any of these reasonable accommodations, and shall be provided the opportunity to make up any work missed due to such use. Reasonable accommodations include, but are not limited to: (E.C. 222)

1. Access to a private location, other than a restroom, to breastfeed or express milk for her infant child. (cf. 6173 – Home/Hospital Instruction)
2. Permission to bring onto a school campus a breast pump and any other equipment used to express breast milk.
3. Access to a power source for breast pump or any other equipment used to express milk.
4. Access to a place to store expressed breast milk safely.
5. A reasonable amount of time to accommodate the student's need to express breast milk or breastfeed an infant child.

Absences

The district shall grant a student a leave of absence due to pregnancy, childbirth, false pregnancy, termination of pregnancy, and related recovery for as long as it is deemed medically necessary by a physician. At the conclusion of the leave, the student shall be reinstated to the status she held when the leave began. (34 CFR 106.40)

A parenting student may also request exemption from attendance because of a related physical or mental condition or because of personal services that must rendered to a dependent. (cf. 5112.3 – Student Leave of Absence) (E.C. 48410)

Complaints

Any complaint of discrimination on the basis of pregnancy or marital or parental status shall be addressed through the district's uniform complaint procedures in accordance with 5 CCR 4600-4687 and (cf. 1312.3 – Uniform Complaint Procedures)

DESIRED OUTCOME:

Through this policy, the District shall comply with applicable state and federal law related to a student's actual or potential parental, family, or marital status and their full access to all district programs and activities. Additionally, this policy will establish a process for accommodations for lactating students.

Santa Ana Unified School District

BOARD POLICY NO: 5146

SUBJECT: **Pregnant/Parenting/Married Students**
CATEGORY: Students
RESPONSIBLE OFFICE(S): Early Childhood Education/Cal-SAFE

EFFECTIVE: 6/2017
REVIEWED: 5/2017

Legal Reference:

Education Code

220	Reasonable accommodations: lactating students
230	Sexual Discrimination
8200-8498	Child Care and Development Services Act
48205	Excused absences
48220	Compulsory education requirement
48410	Persons exempted from continuation classes
49553	Nutrition Supplements for pregnant and parenting students in adult education classes
51220.5	Parenting skills and education
51745	Independent Study
52610.5	Enrollment of pregnant and parenting students in adult education

Family Code

7002	Description of emancipated minor

Health and Safety Code

104460	Tobacco prevention services for pregnant and parenting students

Code of Regulations, TITLE 5

4600-4687	Uniform complaint procedures
4950	Nondiscrimination, marital and parental status

Code of Regulations, TITLE 22

101151-101239.2	General licensing requirements for child care centers
1013151-101439.1	Infant care centers

UNITED STATES CODE, TITLE 20

16181-1688	Title IX, Education Act Amendments

UNITED STATES CODE, TITLE 42

1786	Special supplemental nutrition program for women, infant, and children

CODE OF REGULATIONS, TITLE 7

246.1-246.28	Special supplemental nutrition program for women, infants, and children

CODE OF FEDERAL REGULATIONS, TITLE 34

106.40	Marital and parental status

AGENDA ITEM BACKUP SHEET
June 27, 2017

Board Meeting

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is for the Board to review quarterly information on the Williams Settlement Fourth Quarterly Report.

RATIONALE:

Attached is a chart summarizing the fourth quarterly reported complaints for Santa Ana Unified School District beginning on April 1 and ending on June 30, 2017. The form is due to the Orange County Department of Education on July 28, 2017.

FUNDING:

No Fiscal Impact

RECOMMENDATION:

Presented for information.

DH:lr

ITEM SUMMARY:

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

Print Form

2016-17 Quarterly Report
Williams Legislation Uniform Complaints

District: Santa Ana Unified School District

District Contact: David Haglund, Ed.D.

Title: Deputy Superintendent, CAO, Educational Services

☐ Quarter #1	July 1 - September 30, 2016	**Report due by October 28, 2016**
☐ Quarter #2	October 1 - December 31, 2016	**Report due by January 27, 2017**
☐ Quarter #3	January 1 - March 31, 2017	**Report due by April 28, 2017**
☒ Quarter #4	April 1 - June 30, 2017	**Report due by July 28, 2017**

Check the box that applies:

☒ No complaints were filed with any school in the district during the quarter indicated above.

☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of the complaints.

Type of Complaint	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancies or Misassignments	0		
Facility Conditions	0		
TOTALS	0		

Name of Superintendent: Stefanie P. Phillips, Ed.D.

Signature of Superintendent: _____ Date: 6-27-17

Please submit to:

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

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

AGENDA ITEM BACKUP SHEET
June 27, 2017

Board Meeting

TITLE: **Approval of Student Expulsions 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: **Lucinda N. Pueblos, Assistant Superintendent, K-12 School Climate and Culture**
PREPARED BY: **Sonia Llamas, Ed.D., Director, School Climate**

BACKGROUND INFORMATION:

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

ITEM SUMMARY:

- Number of students: 5
- Eligible to reapply: 01/05/18, 06/21/18, and 06/27/18
- Placement: County and REACH Academy

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:

No Fiscal Impact

RECOMMENDATION:

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

LP:sz

Recommendations for Expulsions

Board Meeting: June 27, 2017

	Student Name	School/Grade	Charges	Recomm. Options	Placement	Date Eligible to Reapply
1.	372272	Carr/6	A, B	2	County	01/05/18
	372442	Carr/6	A, B	2	County	01/05/18
	354722	McFadden/8	A, B	2	REACH Academy	01/05/18
	347281	Saddleback/9	N, .4	2A	REACH Academy	06/27/18
	354745	Spurgeon/8	G	1	REACH Academy	06/21/18

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

(A) Caused, attempted, or threatened to cause physical injury
(B) Possessed, sold, furnished a weapon, dangerous object, explosives
(C) Possessed, used, sold, furnished, or under the influence of any controlled substance (e.g. marijuana, cocaine, alcohol, intoxicants).
(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
(E) Committed or attempted to commit robbery or extortion
(F) Caused or attempted to cause damage to school or private property
(G) Stole or attempted to steal school or private property
(H) Possessed or used tobacco or tobacco products
(I) Committed an obscene act or engaged in habitual profanity or vulgarity
(J) Possessed, offered, or arranged to sell paraphernalia
(K) Disrupted school activities or willfully defied valid authority
(L) Knowingly received stolen school or private property
(M) Possessed an imitation firearm
(N) Committed or attempted to commit a sexual assault as defined by PC 261 or sexual battery PC 243.4
(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
(P) Offering to sell or selling SOMA
(Q) Hazing
(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
(T) Aids or abets in physical injury
(.2) Engaged in sexual harassment (Grades 4-12 only), vulgarity
(.3) Engaged in hate crime (Grades 4-12 only)
(.4) Harassment, threat, intimidation (Grades 4-12 only)
(.7) Terrorist threats against school officials, school property or both

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 27, 2017

Board Meeting

TITLE: **Approval of Submission of Part I of Consolidated Application and Reporting System for Funding to California State Department of Education for 2017-18 School Year**

ITEM: **Consent**
SUBMITTED BY: **Lucinda N. Pueblos, Assistant Superintendent, K-12 School Performance and Culture**
PREPARED BY: **Nuria Solis, Director, EL Programs and Student Achievement**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to submit Part I of the Consolidated Application and Reporting System (CARS) for funding to the California State Department of Education for the 2017-18 school year. This approval will allow for continued funding for major Federal categorical programs. The CARS serves as the District's intention to participate in the following categorical programs:

ITEM SUMMARY:
Districts that receive federal funding are required to complete and submit the CARS twice a year for continued federal categorical programs funding.

FEDERAL CATEGORICAL PROGRAMS FUNDED THROUGH CONAPP
NCLB, Title I, Part A
NCLB, Title II, Part A Improving Teacher Quality
NCLB ,Title III, Part A, Language Instruction, EL
ESSA, Title IV, 21st Century ASSET

RATIONALE:

The Consolidated Application Programs for funding is divided into two portions:

Part I, due to the CDE by June 30, 2017, provides the basic school-level participation demographic data needed by the California Department of Education for presentation to the legislature and federal officials.

Part II, once the District receives official 2017-18 allocations, funding level per site will be incorporated into the second part of the application process. CARS Part II, includes specific school-level categorical budgets and 2016-17 carryover information, which will be submitted to the CDE prior to February 2018.

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:

No Fiscal Impact

RECOMMENDATION:

Approve the submission of Part I of the Consolidated Application and Reporting System for funding to the California State Department of Education for the 2017-18 school year.

LP:NS:sz

AGENDA ITEM BACKUP SHEET
June 27, 2017

Board Meeting

TITLE: **Approval of Academic Decathlon Course for High School Students**

ITEM: **Consent**
SUBMITTED BY: **Alfonso Jimenez, 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 for the Academic Decathlon course as a College Preparatory Elective for high school students. This is a year-long course, for students in grades 9-12.

ITEM SUMMARY:

- Course Description: Course is designed to give students the opportunity to study subjects and issues in depth and across curricula and to prepare them to compete in the Academic Decathlon competition
- Students will develop research skills, critical thinking skills and inference abilities and, as a team, the class will compete in the California Academic Decathlon following the format and topic directives of the competition.
- Credentials: No specific credential required.

RATIONALE:

The goal of the Academic Decathlon course will give students an opportunity to study subjects and issues in depth and across curricula and to prepare them to compete in the Academic Decathlon competition that takes place yearly. The Academic Decathlon course will provide students with a rigorous and diverse learning experience that spans several academic disciplines.

Students will be asked to deeply research and study topics in at least seven academic areas: language, music, art, economics, science, social science and math. They will also study and participate in activities in the fields of speech, essay writing and interviewing. Students will develop research skills, critical thinking skills and inference abilities and, as a team, the class will compete in the California Academic Decathlon following the format and topic directives of the competition.

LCAP Goal 1.1: "Provide equitable access to rigorous, standards-based instructional programs that includes, but is not limited to, high quality instruction, instructional materials, academic support and technology-based resources."

FUNDING:

No Fiscal Impact

RECOMMENDATION:

Approve the Academic Decathlon course for high school students.

AJ:EW:mo

Academic Decathlon Course Information

Course Title: Academic Decathlon

Length of Course: Full Year (Two semesters)

Subject Area: College Preparatory Elective “G” Credit – Interdisciplinary

Grades: 9th, 10th, 11th, and 12th

Prerequisites: None

Overview

The goal of the Academic Decathlon course will be to give students the opportunity to study subjects and issues in depth and across curricula and to prepare them to compete in the Academic Decathlon competition that takes place yearly.

The Academic Decathlon course will provide students with a rigorous and diverse learning experience that spans several academic disciplines. Students will be asked to deeply research and study topics in at least seven academic areas: language, music, art, economics, science, social science and math. They will also study and participate in activities in the fields of speech, essay writing and interviewing. Students will develop research skills, critical thinking skills and inference abilities and, as a team, the class will compete in the California Academic Decathlon following the format and topic directives of the competition.

Academic Decathlon is a nationwide program dedicated to academic excellence in high schools. The content of the Academic Decathlon course will change every year depending on the topic for the current school year. Topics have ranged from "The Renaissance" to "China." The competition will consist of tests and/or events in the following areas: art, economics, language and literature, mathematics, science, social science, speech, interview, and essay. The course will have a strong focus on analysis and evaluation of the topics detailed above as well as essay writing skills and strategies, public speaking, and interview skills and strategies. By the end of the year, not only will students have studied and mastered topics that are not traditionally taught in core classes, but they will have strong skills in the following areas: listening, speaking, analysis, evaluation, essay writing, critical reading, and critical thinking.

The course objectives will follow a set organizational outline provided by USAD each year. The course materials and focus areas are determined by the national organization. The language and literature component will focus on an in-depth study of a pre-determined novel or a set of plays, in addition to multiple short literary selections such as poems and short story excerpts. The art and music sections will include several selections that require students to understand not only the structure and implications of the piece but also the historical context of the work. The majority of the economics component is generally composed of both macroeconomics and microeconomics course material. Additionally, a yearly topic will be added to complete the area. The mathematics section composition will vary: some topics may be dropped and new topics added or there may be a shift in weighted credit. The topics that come up most frequently are Algebra, Geometry, Trigonometry, Probability, and Statistics. Finally, the subjective section will allow for student creativity as they take part in speech, essay and interview activities.

Course Goals and/or Major Student Outcomes
Students will:

- Analyze and evaluate various works of art and determine how the time period and/or region impacted the creation of the art.
- Analyze and evaluate the field of economics and how human societies organize themselves to transform their available resources into goods and services.
- Read critically and analyze text; focusing on reading for meaning and reading to analyze how the writer delivers information.
- Analyze and evaluate the political, economic, and social development of the given content.
- Develop conceptual understanding of the scientific principles relating to the theme for the year.
- Develop a basic understanding of musical structure.
- Identify various elements in music.
- Develop skills and conceptual understanding related to Algebra, Geometry, Probability, and Statistics (specific topics vary year to year as prescribed by the United States Academic Decathlon materials).
- Orally answer interview questions.
- Give timed, prepared speeches.
- Give impromptu speeches about a given topic.

<u>Course Outline</u>

Unit 1: Art

The art curriculum will introduce students to the fundamentals of art and will help them trace innovations in form from the ancient world through the twentieth century.

1. Fundamentals of Art History
2. Classical to Post Modern
3. Both Western and Non-Western
4. Elements of Art
5. Annual area of emphasis
6. Independent Research

Students will analyze and evaluate various works of art and determine how the time period and/or region impacted the creation of the art.

Assessment (assignments, projects, activities, tests)

- Bi-weekly formative writing assessments will be given over Academic Decathlon subject areas.
- Benchmark assessments will be administered on a regular basis.
- Oral presentations will be evaluated through standardized Academic Decathlon rubrics.
- Monthly objective exams on materials will be evaluated for each particular month.

Unit 2: Economics

The economics curriculum will introduce students to the fundamentals of both microeconomic and macroeconomic concepts, themes, and applications. The economics course will include a thematic section on the economics of relevant world issues.

1. Fundamental Economic Concepts
2. Microeconomics
3. Macroeconomics
4. Annual area of emphasis
5. Independent Research

Students will analyze and evaluate the field of economics and how human societies organize themselves to transform their available resources into goods and services.

Assessment (assignments, projects, activities, tests)

- Weekly critical reading and analysis will be assigned: texts, study materials, and articles focusing on current events related to the annual topic .
- Bi-weekly formative writing assessments will be given over Academic Decathlon subject areas.
- Benchmark assessments will be administered on a regular basis.
- Oral presentations will be evaluated through standardized Academic Decathlon rubrics.
- Monthly objective exams on materials will be evaluated for each particular month.

Unit 3: Literature

The literature curriculum will include critical reading, including one long piece of literature, poetry and short stories as provided by USAD. Students will analyze and evaluate the form and content of the literature as a cultural reflection of the historical time and political setting.

1. Critical Reading, Purpose and Main Idea, Restatement of Information, Genres and their Characteristics, Language and Tone, Grammar and Syntax, Vocabulary in Context, and Diction.
2. Novel: new USAD selection annually

Students will read critically and analyze text; focusing on reading for meaning and reading to analyze the methodology of the writer.

Assessment (assignments, projects, activities, tests)

- Weekly critical reading and Socratic analysis will be assigned: texts, study materials, and articles focusing on current events related to the annual topic .
- Bi-weekly formative writing assessments will be given over Academic Decathlon subject areas will be assigned.
- Benchmark assessments will be administered on a regular basis.
- Oral presentations will be evaluated through standardized Academic Decathlon rubrics.
- Monthly objective exams on materials will be evaluated for each particular month.

Unit 4: Mathematics

The mathematics curriculum will include exploration of advanced mathematics. The students will be guided in synthesizing the concepts with real world applications. An historical overview of the role and impact of mathematics on the annual USAD curriculum will be a focus.

1. Algebra
2. Geometry
3. Trigonometry
4. Probability
5. Statistics

Assessment (assignments, projects, activities, tests)

- Group tutorials for problem solving will occur on a regular basis.
- Benchmark assessments will be administered on a regular basis.
- Monthly objective exams on materials will be evaluated for each particular month.

Unit 5: Music

The music curriculum will include the basic elements of music theory as the students study the innovations in musical form and structure unique to the culture or period that is
the focus of the USAD area of study. Students will also analyze the role of music as a reflection of societal values and norms.

1. Basic Elements of Music Theory, Structure, and Composition
2. Classical Music and Modernism
3. Musical Responses to the USAD topic
4. Independent Research

Assessment (assignments, projects, activities, tests)

- Students will identify various elements in music including but not limited to: instruments used, pitch, rhythm, harmony, intervals, scales, beat, etc.
- Bi-weekly formative writing assessments will be given over Academic Decathlon subject areas will be assigned.
- Benchmark assessments will be administered on a regular basis.
- Oral presentations will be evaluated through standardized Academic Decathlon rubrics.
- Monthly objective exams on materials will be evaluated for each particular month.

Unit 6: Science

The science curriculum will focus on the specific science topic that is assigned annually through USAD (i.e. development of the atomic bomb). Each year, the science curriculum presents an in depth look at the major contributions to science as relating to the annual topic, the major scientists, and the concepts developed during the time period and those relating to the annual topic.
Students will analyze the political, economic, and social impact of the USAD topic.

Assessment (assignments, projects, activities, tests)

- Group tutorials for problem solving will occur on a regular basis.
- Bi-weekly formative writing assessments will be given over Academic Decathlon subject areas.
- Benchmark assessments will be administered on a regular basis.
- Oral presentations will be evaluated through standardized Academic Decathlon rubrics.
- Monthly objective exams on materials will be evaluated for each particular month.

Unit 7: Social Science

The social studies curriculum will explore the role of a new USAD topic each year (i.e. WWII).

1. Historiography
2. Political History
3. Economic History
4. Social History
5. Military History
6. Independent Research

Students will analyze the political, economic, and social impact of the given content.

Assessment (assignments, projects, activities, tests)

- Analysis of primary and secondary historical texts with an emphasis on the credibility and point of view of the observer will occur regularly.
- Bi-weekly formative writing assessments over the decathlon subject areas will be assigned.

- Benchmark assessments will be given over Academic Decathlon subject areas.
- Oral presentations will be evaluated through standardized academic decathlon rubrics.
- Monthly objective exams on materials will be evaluated for each particular month.

Unit 8: Effective Written and Oral Communication

Students will be given the opportunity to reflect upon the topics listed above through personal communication activities, including speeches, interviews and essays. They will prepare speeches on topics they are interested in and passionate about. They will also be asked to produce impromptu responses to question stems reflecting the annual USAD topic as well as question stems designed to enhance critical thinking and language production. They will be given pre-determined topics for written responses in the form of essays that demand analysis and synthesis of the concepts discussed throughout the year. The written responses will focus on the annual topic as it relates to literature, science, and social science. Students will develop interview skills through practice, research, and peer to peer reviews and critiques.

1. Essay Workshop
2. Introduction to Speech
3. Speech Workshop
4. Interview Workshop
5. Subjective Review

Students will orally answer interview questions reflecting real world interviews.
Students will give timed, prepared speeches about their chosen topics.
Students will give impromptu speeches about a wide range of topics.
Students will write essays relating to the annual topic as it relates to literature, science, and social science.

Assessment (assignments, projects, activities, tests)

- Bi-weekly formative writing assessments over the decathlon subject areas
- Oral presentations will be evaluated through standardized Academic Decathlon rubrics.
- Monthly timed-writing assessments will be evaluated using Academic Decathlon rubrics.

<u>Course Structure</u>

The instructional design of the course is based on the goal of developing lifelong learners by exposing students to many facets of each annually assigned topic. Students will become well rounded and develop a passion for interdisciplinary studies and their connections. Students will learn to see topics from many new viewpoints as the annual topic shifts to encompass a wide range of perspectives. In addition, students will develop effective written and oral communication skills that will be immediately transferrable to all areas of their life outside of school.

These dynamics are seen in the course structure as the content covers 10 academic focus areas in relation to annually shifting topics. Throughout the course students develop new understanding about language and literature, social science, economics, art, music, mathematics, and science as they all relate to the USAD prescribed topic. They will tackle these topics through group and whole class discussions and seminars. They will respond to many written and oral presentation prompts. Students will work together in groups to develop presentations on topics throughout the course and will help develop many of the assessment items that are used by analyzing the curriculum and making value judgements about the importance of each part of the

curriculum. The focuses throughout the year will alternate between independent study/research and working collaboratively to build conceptual understanding. In their final unit, the students will develop effective communication skills by preparing speeches about topics they choose and are passionate about, by delivering impromptu speeches about given topics, and by writing essays analyzing and synthesizing all of the topics covered throughout the course.

Instructional Design

The instructional design of the course is based around helping students become self-motivated, efficacious, and lifelong learners. Throughout the course, students will develop study skills that will transcend their school life and transfer to the rest of their lives. Each unit includes a comprehensive look at a new discipline and its relation to the annual theme. Students will be making connections, synthesizing information, and drawing conclusions about time periods and all their facets.

Students will be responsible for studying independently as well as solidifying that knowledge by working together with their teammates revising written and oral responses to prompts. Students will be supported these endeavors through many literacy specific supports and tasks involving reading, writing, speaking, and listening. The course will also offer a very wide variety of topics with the intention of expanding the students spheres of interest and nurturing a love for learning in general. Students will study literature and language, social science, economics, mathematics, science, art, music, and written and oral communication. They will expand their skills and knowledge in all of these areas and grow an appreciation for how all of these topics are connected through the annual themes provided by the United States Academic Decathlon.

Finally, the course will help improve students' written and oral communication skills. In each unit, the students will be answering written responses, reading other students' work, reviewing and critiquing other students' work, and revising their own. They will practice and hone their language production skills in all disciplines. The course will address oral communication most completely in the final unit in which the students will be giving prepared speeches to both their peers and adults. They will receive feedback, and then use that feedback to revise, practice, and perfect their speeches. They will also be given opportunities to give impromptu speeches. They will learn to communicate effectively and efficiently regardless of preparation time. They will develop their ability to debate, argue, persuade, and inform in both the prepared setting and the unprepared setting. Additionally, the final unit will help cultivate the students' interview skills and their ability to market themselves. They will learn how to make good first impressions, and how to keep a conversation moving in their favor.

All of these units will culminate in the annual Academic Decathlon competition in which the students will compete against the top students from across the county to show how much they have learned about the theme in all disciplines and how well they can communicate that learning. The competition consists of 7 culminating exams, an essay, a prepared speech, an impromptu speech, and an interview. This competition is truly an assessment of all facets of the course. The students will leave the competition and the course as better and more passionate lifelong learners.

AGENDA ITEM BACKUP SHEET
June 27, 2017

Board Meeting

TITLE: **Approval of Computer Science for App Creators – Project Lead The Way Course for Intermediate School Students**

ITEM: **Consent**
SUBMITTED BY: **Alfonso Jimenez, 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 for Computer Science for App Creators – Project Lead The Way course for intermediate school students. This is a semester course, for students grades 6-8.

ITEM SUMMARY:

- Course Description: Students learn and apply computational thinking and technical knowledge and skills to create mobile apps.
- Students are introduced to programming, app development and event driven programing. They learn about Model-View Controller design pattern, debugging and algorithm creation using variables and conditional logic.
- This is an intermediate school course that supports the Information and Communication Technologies Pathway.
- Credentials: Math or Science single subject but preferably CSET Industrial Tech or CTE Engineering or ITC.

RATIONALE:

This course is designed to give students background on the fundamentals of computer science programing. Through the creation of mobile apps, the course introduces students to the field of computer science and the concepts of computational thinking. Students are challenged to be creative and innovative, as they collaboratively design and develop mobile solutions to engaging, authentic problems. Students experience the positive impact of the application of computer science to society as well as other disciplines, particularly biomedical science.

LCAP Goal 1.1: "Provide equitable access to rigorous, standards-based instructional programs that includes, but is not limited to, high quality instruction, instructional materials, academic support and technology-based resources."

LCAP Goal 1.8: "Increase availability of Career, Technical, and Education courses and academies."

FUNDING:

No Fiscal Impact

RECOMMENDATION:

Approve the Computer Science for App Creators – Project Lead The Way course for intermediate school students.

AJ:DI:mo

Santa Ana Unified School District

COURSE OUTLINE

Course Title: Computer Science for App Creators – Project Lead The Way

District Course #:

Department: CTE Grade Level: 6-8

Course Length: 90 hours

Prerequisites: None

Course Description:

App Creators introduces students to the field of computer science and the concepts of computational thinking, through the creation of mobile apps. Students are challenged to be creative and innovative, as they collaboratively design and develop mobile solutions to engaging, authentic problems. Students experience the positive impact of the application of computer science to society as well as other disciplines, particularly biomedical science.

The unit provides students opportunities for self-expression. Teams identify a personal or community problem of interest to them that can be solved with a mobile app solution. The problem can address issues such as health and wellness, the environment, school culture, emergency preparedness, education, community service or a problem of the team identifies.

Santa Ana Unified School District

COURSE OVERVIEW:

Students learn and apply computational thinking and technical knowledge and skills to create mobile apps. They learn how to use MIT App Inventor and create their own app to solve a problem that address an issue such as health and wellness, the environment, school culture, emergency preparedness, education, community service or a problem they determine. Students will test and evaluate Apps developed by teams. Students also acquire and apply skills pertaining to the design process, problem solving, persistence, collaboration, and communication.

COURSE CONTENT:

Lesson 1: Let's Create an App!

Students are introduced to the foundational concepts used in creating and developing apps. They learn the tools needed to create and design apps. They learn to use MIT App Inventor to create engaging biomedical science apps and fun interactive games that apply these concepts and use basic user interface features, media, and animation.

Students will:

- Learn Pair Programing, an agile software development technique
- Learn and operate MIT App Inventor
- Model-View Controller (MVC) software architectural pattern
- Develop App graphical design and user interface techniques
- Apply the debugging process
- Formulate conditional logic programing
- Write algorithms using variables

Lesson 2: Taking It to the Next Level:

Students further explore the concepts investigated in Lesson 1 and build upon their skills to use data in mobile applications. They create algorithms using loops to streamline repetition and iterate through lists, and create procedures to abstract the details of a task and reduce redundancy. They learn to organize and store persistent data collected from user input and device sensors.

Students will:

- Use Loops to sequence computer instructions
- Create List (Arrays) to organize data
- Write computer procedures for specific tasks
- Develop redundancy in coding to increase reliability
- Organize data from inputs device sensors

Lesson 3: The App Challenge:

Students apply all of the knowledge and skills they have acquired to design and create a mobile app solution for a personal or community problem. They apply the design process and computational thinking skills to decompose the problem into smaller modules. Following user-centered design principles, they design and create an appropriate user interface and program the app to produce the desired behavior.

Students will:

- Identify a community or personal problem that needs a solution
- Decompose problem and create outline for pre-programing
- Write and develop computer program for the app
- Test and Evaluate App developed by classmates

CAREER PREPARATION/ANCHOR STANDARDS

Anchor Standard 1: Academics
Analyze and apply appropriate academic standards required for successful industry sector pathway completion leading to postsecondary education and employment.

Anchor Standard 2: Communications
Language Standard: Acquire and use accurately general academic and domain-specific words and phrases, sufficient for reading, writing, speaking, and listening at the (career and college) readiness level, demonstrate independence in gathering vocabulary knowledge when considering a word or phrase important to comprehension or expression.

Anchor Standard 3: Career Planning and Management
Speaking and Listening Standard: Integrate multiple sources of information presented

In diverse formats and media (e.g., visually, quantitatively, orally) in order to make informed decisions, and solve problems, evaluating the credibility and accuracy of each source and noting any discrepancies among the data.

Anchor Standard 4: Technology
Writing Standard: Use technology, including the Internet, to produce, publish, and update individual or shared writing products in response to ongoing feedback including new arguments and information.

Anchor Standard 5: Problem Solving and Critical Thinking
Writing Standard: Conduct short as well as more sustained research projects to answer a question (including a self-generated question) or solve a problem, narrow or broaden the inquiry when appropriate, synthesize multiple sources on the subject, demonstrating understanding of the subject under investigation.

Anchor Standard 6: Health and Safety
Reading Standards for Science and Technical Subjects: Determine the meaning of symbols, key words, and other domain-specific words and phrases as they are used in a specific scientific or technical context.

Anchor Standard 7: Responsibility and Flexibility
Speaking and Listening Standard: Initiate and participate effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners, building on others ideas and expressing their own clearly and persuasively.

Anchor Standard 8: Ethics and Legal Responsibilities
Speaking and Listening Standard: Respond thoughtfully to diverse perspectives, synthesize comments, claims and evidence made on all sides of an issue, resolve contradictions when possible, and determine what additional information or research is required to deepen the investigation or complete the work.

Anchor Standard 9: Leadership and Teamwork
Speaking and Listening Standard: Work with peers to promote civil, democratic discussions and decision-making, set clear goals and deadlines, and establish individual roles as needed.

Anchor Standard 10: Technical Knowledge and Skills
Writing Standard: Use technology, including the Internet, to produce, publish, and update individual or shared writing products in response to ongoing feedback including new arguments and information.

Anchor Standard 11: Demonstration and Application
Demonstrate and apply the knowledge and skills contained in the industry sector anchor standards, pathway standards, and performance indicators in classroom, laboratory, and workplace settings, and the career technical student organization.

AGENDA ITEM BACKUP SHEET
June 27, 2017

Board Meeting

TITLE: **Approval of Computer Science for Innovators and Makers – Project Lead The Way Course for Intermediate School Students**

ITEM: **Consent**
SUBMITTED BY: **Alfonso Jimenez, 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 for Computer Science for Innovators and Makers – Project Lead The Way, an intermediate school course. This is a semester course, for students grades 6-8.

ITEM SUMMARY:

- Course Description: In this course students learn about programming for the physical world by blending hardware design and software development.
- Students design algorithms and using computational thinking practices, they code and upload programs to microcontrollers to perform a variety of tasks.
- This is an intermediate school course that supports the Information and Communication Technologies Pathway.
- Course will be at: Godinez Fundamental, Santa Ana and Valley High Schools.
- Credentials: Math or Science single subject but preferably CSET Industrial Tech or CTE Engineering or ITC.

RATIONALE:

This course is designed to broaden students' understanding of computer science concepts through meaningful applications. Students are challenged to creatively use sensors and actuators to develop systems that interact with their environment. Designing algorithms and using computational thinking practices, they code and upload programs to microcontrollers that perform a variety of authentic tasks. Student teams select and solve a personally relevant problem related to wearable technology, interactive art, or mechanical devices.

LCAP Goal 1.1: Provide equitable access to rigorous, standards-based instructional programs that includes, but is not limited to, high quality instruction, instructional materials, academic support and technology-based resources.

LCAP Goal 1.8: Increase availability of Career, Technical, and Education courses and academies.

FUNDING:

No Fiscal Impact

RECOMMENDATION:

Approve the Computer Science for Innovators and Makers – Project Lead The Way course for intermediate school students.

AJ:di:mo

Santa Ana Unified School District

COURSE OUTLINE

Course Title: Computer Science for Innovators and Makers – Project Lead The Way

District Course #:

Department: CTE Grade Level: 6-8

Course Length: 90 hours

Prerequisites: None

Course Description:

Computer Science for Innovators and Makers teaches students that programming goes beyond the virtual world into the physical world. Students are challenged to creatively use sensors and actuators to develop systems that interact with their environment. Designing algorithms and using computational thinking practices, they code and upload programs to microcontrollers that perform a variety of authentic tasks. The unit broadens students' understanding of computer science concepts through meaningful applications. Teams select and solve a personally relevant problem related to wearable technology, interactive art, or mechanical devices.

Santa Ana Unified School District

COURSE OVERVIEW:

In this course, students learn about programming for the physical world by blending hardware design and software development. They will learn that programming goes beyond the virtual world and into the physical world. Using microcontrollers with inputs and outputs, they develop code that brings their physical designs to life. Student teams will select and solve a personally relevant problem related to wearable technology, interactive art or mechanical devices.

COURSE CONTENT:

Lesson 1: Blink! :

Students begin to explore the capabilities of physical computing systems with The Digital Dive game, an engaging, live-action activity where students "become" computer parts and transmit commands. They learn to use algorithmic thinking as they prepare to code. Students use block-based coding to create, download, and upload programs to the micro-bit microcontroller. They learn processes and gain skills to debug programs starting with pre-bugged programs. They apply these skills to their own project where they code a blinking message that includes text, images such as emojis, and animation.

Students will:

- Develop programing logic through unplugged activities
- Produce simple algorithmic instructions
- Assemble LEDs on a microcontroller
- Learn how to debug a program

Lesson 2: The Ins and Outs:

In this lesson, students explore a variety of sensors and actuators to use as inputs and outputs in physical computing projects. Using different materials to transfer electrical signals, such as conductive thread, alligator clips, conductive paint, and copper tape, students create their own input device – a sensor or switch – to interact with a program they develop on the microcontroller. Students will use these skills in the lesson's project to design, develop, and program a system to protect safes and secrets.

Santa Ana Unified School District

Students will:

- Use sensors and actuators as input devices
- Explore conductive materials
- Design and develop a system
- Write computer procedures for specific tasks

Lesson 3: Program the Physical World:

Within teams, students become innovators and makers. Teams apply their physical computing knowledge and skills as they design and create one of three problem options:

- A wearable safety device someone might use when completing a physical activity outside at night
- An engaging art installation to help improve a community space
- A useful mechanical dispenser for a person or animal who needs assistance to retrieve an object

Teams collaborate and learn that solving authentic problems involves the unit content knowledge, as well as skills from other disciplines, such as communications, mathematics, and science.

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CAREER PREPARATION/ANCHOR STANDARDS:

Anchor Standard 1: Academics
Analyze and apply appropriate academic standards required for successful industry sector pathway completion leading to postsecondary education and employment. Refer to the industry sector alignment matrix for standard identification.

Anchor Standard 2: Communications
Language Standard: Acquire and use accurately general academic and domain-specific words and phrases, sufficient for reading, writing, speaking, and listening at the (career and college) readiness level, demonstrate independence in gathering vocabulary knowledge when considering a word or phrase important to comprehension or expression.

Anchor Standard 3: Career Planning and Management
Speaking and Listening Standard: Integrate multiple sources of information presented

In diverse formats and media (e.g., visually, quantitatively, orally) in order to make informed decisions, and solve problems, evaluating the credibility and accuracy of each source and noting any discrepancies among the data.

Anchor Standard 4: Technology
Writing Standard: Use technology, including the Internet, to produce, publish, and update individual or shared writing products in response to ongoing feedback including new arguments and information.

Anchor Standard 5: Problem Solving and Critical Thinking
Writing Standard: Conduct short as well as more sustained research projects to answer a question (including a self-generated question) or solve a problem, narrow or broaden the inquiry when appropriate, synthesize multiple sources on the subject, demonstrating understanding of the subject under investigation.

Anchor Standard 6: Health and Safety
Reading Standards for Science and Technical Subjects: Determine the meaning of symbols, key words, and other domain-specific words and phrases as they are used in a specific scientific or technical context.

Anchor Standard 7: Responsibility and Flexibility
Speaking and Listening Standard: Initiate and participate effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners, building on others ideas and expressing their own clearly and persuasively.

Anchor Standard 8: Ethics and Legal Responsibilities
Speaking and Listening Standard: Respond thoughtfully to diverse perspectives, synthesize comments, claims and evidence made on all sides of an issue, resolve contradictions when possible, and determine what additional information or research is required to deepen the investigation or complete the work.

Anchor Standard 9: Leadership and Teamwork
Speaking and Listening Standard: Work with peers to promote civil, democratic discussions and decision-making, set clear goals and deadlines, and establish individual roles as needed.

Anchor Standard 10: Technical Knowledge and Skills
Writing Standard: Use technology, including the Internet, to produce, publish, and update individual or shared writing products in response to ongoing feedback including new arguments and information.

Anchor Standard 11: Demonstration and Application
Demonstrate and apply the knowledge and skills contained in the industry sector anchor standards, pathway standards, and performance indicators in classroom, laboratory, and workplace settings, and the career technical student organization.

AGENDA ITEM BACKUP SHEET
June 27, 2017

Board Meeting

TITLE: **Approval of Agreement with Consortium On Reaching Excellence in Education, Inc. for Elementary, Intermediate and High Schools for 2017-18 School Year**

ITEM: **Consent**
SUBMITTED BY: **Alfonso Jimenez, Ed.D., Assistant Superintendent, K-12 Teaching and Learning**
PREPARED BY: **Alfonso Jimenez, 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 Consortium on Reaching Excellence in Education, Inc. (CORE) for elementary, intermediate and high schools for the 2017-18 school year.

ITEM SUMMARY:

- Agreement Starts: July 1, 2017
- Agreement Ends: June 30, 2018
- CORE will provide 10 days of trainings and support for the advanced preparation for SIPPS to 14 elementary schools.
- CORE will provide 24 days (6 days per school) of technical literacy assistance and support each of the following schools; Carr and Willard intermediate schools, and Century and Saddleback highs schools.

RATIONALE:

CORE will provide trainings and support for the advanced preparation for Systematic Instruction in Phoneme Awareness, Phonics, and Sight Words (SIPPS) to six elementary schools. CORE will focus on modeling, observing, coaching, walk through, regular work with the principals, and data study together through Data review process, and troubleshooting. CORE will provide 10 days of technical literacy assistance and support to; Adams, Esqueda, Fremont, Heroes, Kennedy, King, Monroe, Monte Vista, Pio Pico, Roosevelt, Sepulveda, Taft, Walker and Wilson elementary schools.

CORE will provide a total of 24 days (6 days per school) of technical literacy assistance and support to Carr and Willard intermediate schools, and Century and Saddleback high schools. CORE will provide the following focused services:

- Focused support on literacy and implementation of quality literacy practices across the curriculum
- Implementation of District State Standards units of study
- Assisting school leadership, during walk troughs, to know what to look for and to be able to support ELA teachers as they work with at risk readers. This will include ensuring English learners are receiving appropriate support

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 II Funds: $97,479.75

RECOMMENDATION:

Approve the agreement with Consortium on Reaching Excellence in Education, Inc. for elementary, intermediate and high schools for the 2017-18 school year.

AJ:mo

Independent Contractor Agreement

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as "DISTRICT," and (**Consortium on Reaching Excellence in Education (CORE), P.O. Box 2208, Placerville, CA 95667-2208)** 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:***

CORE will provide trainings and support for the advanced preparation for Systematic Instruction in Phoneme Awareness, Phonics, and Sight Words (SIPPS) to six elementary schools. CORE will focus on modeling, observing, coaching, walk through, regular work with the principals, and data study together through Data review process, and troubleshooting. CORE will provide 10 days of technical literacy assistance and support to; Adams, Esqueda, Fremont, Heroes, Kennedy, King, Monroe, Monte Vista, Pio Pico, Roosevelt, Sepulveda, Taft, Walker and Wilson elementary schools. Five days in mid-late October 2017 and five days in February 2018.

CORE will provide a total of 24 days (6 days per school) of technical literacy assistance and support to Carr and Willard intermediate schools, and Century and Saddleback high schools. Six days at Carr Intermediate for ELA/ELD Support, three trips, two days each. Six days each at Willard Intermediate, Century High School and Saddleback High School, six trips, 3dyas each. CORE will provide the following focused services:

- Focused support on literacy and implementation of quality literacy practices across the

curriculum

- Implementation of District State Standards units of study
- Assisting school leadership, during walk troughs, to know what to look for and to be able to support ELA teachers as they work with at risk readers. This will include ensuring English learners are receiving appropriate support

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

2. ***Term:*** CONTRACTOR shall commence providing services under this AGREEMENT on **7/1/2017** and will diligently perform as required and complete performance by **6/30/2018.**

3. ***Compensation:*** DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Ninety Seven Thousand Four Hundred Seventy-nine Dollars and Seventy Five Cents ($97,479.75). 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: 75 Units – CORE Teaching Reading Scorebook- 2nd Ed. $3469.75.

CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

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

8. ***Originality of Services:*** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

9. ***Copyright/Trademark/Patent:*** CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

(a) **No Current or Prior Conflict of Interest.** That CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this AGREEMENT.

(b) **Notice of Potential Conflict.** If any such actual or potential conflict of interest arises under this AGREEMENT, CONTRACTOR shall immediately inform the DISTRICT in writing of such conflict.

(c) **Termination for Material Conflict.** If, in the reasonable judgment of the DISTRICT, such conflict poses a material conflict to and with the performance of CONTRACTOR's obligations under this AGREEMENT, then the DISTRICT may terminate the AGREEMENT immediately upon written notice to CONTRACTOR; such termination of the AGREEMENT shall be effective upon the receipt of such notice by CONTRACTOR.

11. ***Termination:*** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner. DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within **TEN (10)** days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the **TEN (10)** days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the

CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

12. ***Hold Harmless:*** CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

13. ***Insurance***: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of **ONE MILLION Dollars ($1,000,000)**

per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

15. ***Compliance With Applicable Laws:*** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

16. ***Permits/Licenses:*** CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

17. ***Employment With Public Agency:*** CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

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

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

20. ***Non Waiver:*** The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

21. ***Notice:*** All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:	CONTRACTOR:
Santa Ana Unified School District	**Consortium on Reaching Excellence in Education**
1601 E. Chestnut Ave	**P.O. Box 2208**
Santa Ana, CA 92701	**Placerville, CA 92667-2208**

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

23. ***Attorney Fees/Costs:*** Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

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

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

THIS AGREEMENT IS ENTERED INTO THIS 28TH DAY OF JUNE 2017.

DISTRICT:	CONTRACTOR:
By: _____	By: _____
Signature	Signature
Edmond T. Heatley	Mark Simmons
Printed Name	Printed Name
Deputy Superintendent, Administrative Services	CFO
Title	Title
6/27/2017	94-3264308
Board Approval Date	Social Security or Taxpayer Identification

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

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

AGENDA ITEM BACKUP SHEET
June 27, 2017

Board Meeting

TITLE: **Approval of Agreement with Silicon Valley Math Initiative, LLC for 2017-18 School Year**

ITEM: **Consent**
SUBMITTED BY: **Alfonso Jimenez, Ed.D., Assistant Superintendent, K-12 Teaching and Learning**
PREPARED BY: **Nadia Hillman, Ed.D., Executive Director, Elementary Education**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the agreement with Silicon Valley Math Initiative, LLC for the 2017-18 school year.

ITEM SUMMARY:

- Agreement Starts: July 1, 2017
- Agreement Ends: June 30, 2018
- 2 days of staff development for K-8 principals.
- 3 days of parent trainings on expectations for students with the new math standards.

RATIONALE:

In order for K-8 site administrators and parents to properly support implementation of the new adopted curriculum for California State Standards for Mathematics, they need a clear understanding of the instructional shifts outlined in the California State Standards and Math Framework. The professional learning provided by Silicon Valley Math Initiative will center around the California State Mathematics Framework and how the appropriate use of resources and instructional strategies will ensure students are provided with math instruction that is balanced across procedural, problem solving and conceptual understanding.

In the 2016-17 school year, Silicon Valley trained a total of 84 K-2 teachers during two five-day institutes. Silicon Valley will provide two days of staff development for K-8 principals on the new math standards and three days of parent trainings on expectations for students with new math standards for the 2017-18 school year.

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

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 to ensure full implementation of the new CA State Standards and assessments."

FUNDING:

Bechtel Grant Funds: $14,220

RECOMMENDATION:

Approve the agreement with Silicon Valley Math Initiative, LLC for the 2017-18 school year.

AJ:NH:mo

Independent Contractor Agreement

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as "DISTRICT," and (**The Silicon Valley Mathematics Initiative, LLC)** 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:***

   The Silicon Valley Mathematics Initiative will provide professional development services during the summer and school year 2017-2018. The Silicon Valley Mathematics Initiative will provide professional development in San Ana Unified School District for:

   Principals' Math Academy (four days): SVMI will facilitate sessions during four days SAUSD principals and "math administrators" over the course of the year. The goal is to have the shifts and standards clarified so they can better help support our teachers.

   Parent Trainings (two days): SVMI will provide session for parents to have an understanding of the shifts and the "whys" of common core. These sessions will be held in the evenings for a total of two hours each time.

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

2. ***Term:*** CONTRACTOR shall commence providing services under this AGREEMENT on **7/1/2017** and will diligently perform as required and complete performance by **6/30/2018.**

3. ***Compensation:*** DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Fifteen Thousand Dollars

($15,000.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: See Exhibit A "Proposed Program Budget"

_____.

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: Cost of Expenses for materials and travel are included in the $15,000 services fee.

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: Material costs covered in services fee. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

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

8. ***Originality of Services:*** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

9. ***Copyright/Trademark/Patent:*** CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

(a) **No Current or Prior Conflict of Interest.** That CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this AGREEMENT.

(b) **Notice of Potential Conflict.** If any such actual or potential conflict of interest arises under this AGREEMENT, CONTRACTOR shall immediately inform the DISTRICT in writing of such conflict.

(c) **Termination for Material Conflict.** If, in the reasonable judgment of the DISTRICT, such conflict poses a material conflict to and with the performance of CONTRACTOR's obligations under this AGREEMENT, then the DISTRICT may terminate the AGREEMENT immediately upon written notice to CONTRACTOR; such termination of the AGREEMENT shall be effective upon the receipt of such notice by CONTRACTOR.

11. ***Termination:*** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner. DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within **TEN (10)** days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the **TEN (10)** days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

12. ***Hold Harmless:*** CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection

with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

13. ***Insurance***: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of **ONE MILLION Dollars ($1,000,000)** per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

15. ***Compliance With Applicable Laws:*** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and

local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

16. ***Permits/Licenses:*** CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

17. ***Employment With Public Agency:*** CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

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

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

20. ***Non Waiver:*** The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

21. ***Notice:*** All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit

in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:	CONTRACTOR:
Santa Ana Unified School District	**Silicon Valley Mathematics Initiative, LLC.**
1601 E. Chestnut Ave	**17485 Monterrey Road, Suite 205**
Santa Ana, CA 92701	**Morgan Hill, CA 95037**

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

23. ***Attorney Fees/Costs:*** Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

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

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

A: Proposed Program Budget:

Proposed Budget by SVMI for SAUSD Administrators and Parents Information Session during the 2017 - 2018 School Year		
Expense	**Details of Calculation**	**Expenditures**
Staff Compensation		
PD Instructor (Principal Sessions)	4 days@ $1,500 per day	$6,000.00
PD Instructor (Parent Nights)	2 days @ $1.500 per day	$3,000.00
Total Staff		**$9,000.00**
Travel		
Lodging	6 nights @$250.00	$1,500.00
Meals	Meals (6 days * $50 per day)	$300. 00
Airfare	Airfare (6 RT flights@ $300)	$1,800.00
Airport Parking	6 days <al $20	$120. 00
Rental Car	6@ $100 per day	$600.00
Total Travel		**$4,320.00**
Overhead	10% of compensation *($35* 000)	$900.00
Total Cost of Contract		**$14,220.00**

THIS AGREEMENT IS ENTERED INTO THIS 28th DAY OF JUNE 2017.

DISTRICT:	CONTRACTOR:
By: _____	By: _____
Signature	Signature
Edmond T. Heatley, Ed.D	David Foster
Printed Name	Printed Name
Deputy Superintendent, Administrative Services	Executive Director
Title	Title
6/27/2017	27-3391646
Board Approval Date	Social Security or Taxpayer Identification

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

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

AGENDA ITEM BACKUP SHEET
June 27, 2017

Board Meeting

TITLE: **Adoption of Resolution No.17/18-3197 Authorization of CPKS-7061 Prekindergarten and Family Literacy Program for 2017-18 Program Year**

ITEM: **Consent**
SUBMITTED BY: **Alfonso Jimenez, Ed.D., Assistant Superintendent, K-12 Teaching and Learning**
PREPARED BY: **Keely Orlando, Coordinator, Early Childhood Education**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board adoption of Resolution No. 17/18-3197 to authorize the CPKS-7061 Prekindergarten and Family Literacy Program for the 2017-18 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 CPKS-7061 Prekindergarten and Family Literacy Program contract provides $20,000 in funding for the 2017-18 program year for the following Early Childhood Education classrooms:

- Fremont Elementary ($5,000)
- Heninger Elementary ($10,000)
- Wilson Elementary ($5,000)

Funds will be used to provide supplementary literacy materials for each of the classrooms. The grant was originally written for the opening of the two Family Literacy classrooms at Heninger Elementary School and two at Wilson Elementary School for the 2007-08 program year. During the recent expansion, one of the Family Literacy classrooms from Wilson Elementary School was moved to Fremont Elementary School in order to expand the Literacy resource dollars.

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

FUNDING:

Revenue: $20,000
California Department of Education
Early Education and Support Division

RECOMMENDATION:

Adopt Resolution No. 17/18-3197 to authorize the CPKS-7061 Prekindergarten and Family Literacy Program for the 2017-18 program year.

AJ:KO:mo

CALIFORNIA DEPARTMENT OF EDUCATION
1430 N Street
Sacramento, CA 95814-5901

F.Y. 17 - 18

DATE: July 01, 2017

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACT NUMBER: CPKS-7061
PROGRAM TYPE: PREKINDERGARTEN AND FAMILY LITERACY PROG
PROJECT NUMBER: 30-6667-00-7

CONTRACTOR'S NAME: SANTA ANA UNIFIED SCHOOL DISTRICT

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

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

The period of performance for this Agreement is July 01, 2017 through June 30, 2018. The total amount payable pursuant to this Agreement shall not exceed $20,000.00.

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

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. These documents can be viewed at http://cde.ca.gov/fg/aa/cd/ftc2017.asp

STATE OF CALIFORNIA	CONTRACTOR
BY (AUTHORIZED SIGNATURE)	BY (AUTHORIZED SIGNATURE)
PRINTED NAME OF PERSON SIGNING VALARIE BLISS,	PRINTED NAME AND TITLE OF PERSON SIGNING
TITLE CONTRACT MANAGER	ADDRESS

AMOUNT ENCUMBERED BY THIS DOCUMENT $ 20,000	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT $ 0	(OPTIONAL USE) 0656 24859-6667				
	ITEM 30.10.010 6100-196-0001	CHAPTER B/A	STATUTE 2017	FISCAL YEAR 2017-2018	
TOTAL AMOUNT ENCUMBERED TO DATE $ 20,000	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6052 Rev-8590				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER			DATE		

17/18-3197

RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction and subsequent amendments with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2017-18.

RESOLUTION

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

authorizes entering into local agreement number/s 17/18-3197 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

NAME	TITLE	SIGNATURE
Stefanie P. Phillips, Ed.D.	Superintendent	

PASSED AND ADOPTED THIS 27th day of June 2017/18, by the

Governing Board of Santa Ana Unified School District

of Orange County, California.

I, Cecilia “Ceci” Iglesias, 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 a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk’s signature) 6/27/17 (Date)

AGENDA ITEM BACKUP SHEET
June 27, 2017

Board Meeting

TITLE: **Approval of Agreement No. FCI-SD3-22 with Children and Families Commission of Orange County for 2017-20 Program Years**

ITEM: **Consent**
SUBMITTED BY: **Alfonso Jimenez, Ed.D., Assistant Superintendent, K-12 Teaching & Learning**
PREPARED BY: **Keely Orlando, Director, Early Childhood Education**

ITEM SUMMARY:
- Agreement Starts: July 1, 2017
- Agreement Ends: June 30, 2020
- Revenue to the District $1,339,800
- 1 Early Learning Specialist position.
- 2.5 School Readiness Nurse positions.

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the agreement No. FCI-SD3-22 with the Children and Families Commission of Orange County (CFCOC) for the 2017-20 program years.

RATIONALE:

On February 1, 2017, the CFCOC awarded funds to the District's Early Childhood Education (ECE) program in order to continue to provide the following services:

Early Learning Specialist ($525,300/ 3 years of services)
An Early Learning Specialist will identify the needs of families in their communities, work with other Early Learning Specialists throughout the county to identify priority needs of families, and develop strategies to help children enter school ready to learn. Build relationships to ensure communication with outside agencies (including private and faith-based programs) providing early care and education, early intervention, health, and family support services to children 0-5; with parents of children 0-5 not yet participating in the local school district's activities; and with district early primary teaching staff. They will also implement evidence-based early Math/Science, Technology, Engineering and Math (STEM), and literacy-related programs or activities in the District's early learning programming. Participate in the Early Development Index (EDI) at various levels. Early Learning Specialists will provide direct classroom support and guidance to eight preschool classrooms (330 students). Provide parent workshops and meetings for each of their assigned sites (8 schools, 330 families). They will supervise teachers at their assigned preschool sites (16 teachers and 8 teacher assistants).

School Readiness Nurse ($750,000/ 3 years of services)
The purpose of the District School Readiness Nurses is to expand access to healthcare for children through age 5 served within district boundaries including special populations, local early care and education providers. Regularly assess the needs of families in their communities, meet and work with their district's Early Learning Specialist and the District Coordinating Nurse on a regular

basis. Build relationships to ensure communication with; outside agencies providing health care and early care and education to young children; with parents of young children who have yet to participate in their local school districts, as well as with district early primary teaching staff and relevant project staff. Each School Readiness Nurse provides developmental, vision, hearing and BMI screenings to their assigned preschool sites (approximately 350 children in total). In addition, each nurse is responsible for early identification and referrals for children within their assigned sites. Each nurse will provide developmental, vision, hearing and BMI screenings to their assigned preschool sites (approximately 350 children in total). In addition, each nurse is responsible for early for early identification and referrals for children within their assigned sites. In classroom medical/ nursing support is also provided as needed. Meet with parents at their assigned sites to discuss early identification findings and referrals as needed (350 families each). Each nurse will be assigned to nine sites (18 teachers and 9 teacher assistants).

Early Development Index (EDI) ($64,500/ 3 years of services)
The Early Development Index (EDI) is a population-based Kindergarten checklist that holistically assesses children's readiness to learn at school in the areas of physical health and well-being, social competence, emotional maturity, language, cognitive development, communication skills and general knowledge. The EDI has 103 core items and an observation checklist that is completed by the kindergarten teachers on each student in their class in the second half of the school year. The EDI provides a tool for a community (school, district, city, county) to determine how it can best improve conditions for young children before they enter kindergarten. Results are aggregated and reported annually. Children & Families Commission of Orange County gather information and report results.

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

FUNDING:

Revenue: $1,339,800
Children and Families Commission of Orange County

RECOMMENDATION:

Approve the agreement No. FCI-SD3-22 with Children and Families Commission of Orange County for the 2017-20 program years.

AJ:KO:mo

AGREEMENT FCI-SD3-22

BY AND BETWEEN

CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY

AND

SANTA ANA UNIFIED SCHOOL DISTRICT

FOR THE PROVISION OF SERVICES

This **AGREEMENT** ("Agreement") entered into as of the 1st day of July, 2017 ("Date of Agreement") is by and between the **CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY**, a public body and legal public entity ("COMMISSION") and **SANTA ANA UNIFIED SCHOOL DISTRICT,** a California public school district organized and existing under the laws of the State of California ("CONTRACTOR"). This Agreement shall be administered by the Executive Director of COMMISSION or his or her authorized designee ("ADMINISTRATOR").

RECITALS

A. In order to facilitate the creation and implementation of an integrated, comprehensive, and collaborative system of information and services to enhance optimal early childhood development, the legislature adopted legislation set forth in the California Children and Families Act of 1998, Health and Safety Code Section 130100, *et seq*. (as amended, the "Act"), implementing the Children and Families First Initiative passed by the California electorate in November of 1998, establishing the California Children and Families Commission and providing for establishment in each county of Children and Families Commissions, including COMMISSION.

B. COMMISSION adopted its Strategic Plan to define how funds authorized under the Act should best be used to meet the critical needs of Orange County's children prenatal through age five as codified in the Act, which plan has been amended and after the Date of Agreement may be further amended, updated, or revised ("Strategic Plan").

C. CONTRACTOR is a school district organized and existing under the laws of the State of California, and its powers include without limitation, provision of services to and activities for the benefit of Orange County's children through age five (5).

D. On February 1, 2017, COMMISSION took action and awarded $1,275,300 to CONTRACTOR ($525,300 for three years of Early Learning Specialist Services and $750,000 for three years of School Readiness Nurse Services) for the period July 1, 2017 through June 30, 2020.

E. On February 1, 2017, COMMISSION took action and awarded an amount not to exceed $64,500 to CONTRACTOR to provide services implementing the Early Development Index (EDI) project for the period July 1, 2017 through June 30, 2020.

F. COMMISSION desires to contract with CONTRACTOR to provide services, carry out certain performance obligations, and achieve certain outcomes, while promoting the purposes of the

Act and the Strategic Plan on the terms and conditions set forth in this Agreement and the Project Summary, Exhibit A; Work Plan, Exhibit A-1; and Project Budget, Exhibit B (together, "Services").

G. As and if applicable, COMMISSION and CONTRACTOR desire to enter into a matching fund program opportunities with the California Children and Families Commission ("First 5 California") and other matching fund opportunities as may become available.

H. CONTRACTOR desires to provide the services in furtherance of the purposes of the Act and the Strategic Plan on the terms and conditions set forth in this Agreement.

NOW THEREFORE, based on the Recitals, which are a substantive part of this Agreement, and agreed mutual consideration, COMMISSION and CONTRACTOR agree as follows:

1. TERM OF AGREEMENT. The term of this Agreement shall commence on July 1, 2017 and terminate on June 30, 2020, unless earlier terminated pursuant to the provisions of Paragraph 23 of this Agreement. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to extend the term of this Agreement, provided that COMMISSION's Maximum Payment Obligation in this Agreement does not increase as a result.

2. ALTERATION OF TERMS. This Agreement, together with and including any Exhibits fully express all understanding of the parties with respect to the subject matter of this Agreement and shall constitute the total Agreement between the parties, except as otherwise expressly provided in this Paragraph 2 and in Subparagraph 8.5. No amendment, addition to, or alteration of, the terms of this Agreement, whether written or oral, shall be valid unless the amendment is made in writing and formally approved and executed by both parties, except as provided in this Paragraph 2 or Subparagraph 8.5 of this Agreement.

2.1 CONTRACTOR work plans, budgets and scopes of services will be subject to an annual review to determine consistency with the COMMISSION's strategic direction. Changes to the work plan, budgets, and scopes of services may be directed by ADMINISTRATOR to bring the Agreement scope into better alignment with the COMMISSION's evolving strategic direction. These changes may include, but are not limited to, reprioritization of the targeted service population, redirection of resources to provide more intensive services, and increased focus on sustainability strategies. If CONTRACTOR is unable to redirect its program to be consistent with this direction, COMMISSION may reduce funding provided in successive years of this agreement.

2.2 Administrator Modification Authority. Notwithstanding anything to the contrary, provided any modifications do not alter the overall goals and basic purpose of the Agreement, and do not increase COMMISSION's Maximum Payment Obligation during the term of the Agreement, ADMINISTRATOR has the authority to, with the agreement of CONTRACTOR, make modification(s) to the activities, tasks, deliverables, and performance timeframes specified in the Project Summary as set forth in the Scope of Work, Exhibit A; the Work Plan, Exhibit A-1; the funding allocation between and among the line items and/or the "Funds Due" period(s) budgeted in the Project Budget, Exhibit B; the Payment interval; the percentage of Initial Payment(s); the percentage of Retention Amount(s); and the timing of the Retention Amount(s) withheld as described in this Agreement.

3. STATUS OF CONTRACTOR. CONTRACTOR is and shall at all times be deemed to be an independent CONTRACTOR and shall be wholly responsible for the manner in which it performs the Services required of it by the terms of this Agreement. As a condition to commencing performance of any Services for this Agreement and to be eligible for any compensation for services rendered for this Agreement, CONTRACTOR shall execute an Acknowledgment of Independent Contractor Status, Exhibit C, attached hereto and fully incorporated by this reference. Nothing in this Agreement shall be construed as creating the relationship of employer and employee or principal and agent between COMMISSION and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR knowingly, voluntarily, and expressly assumes exclusively the responsibility for the acts of its employees or agents as they relate to the Services to be provided during the course and scope of their employment, whether the employee(s) are compensated through the funds received by CONTRACTOR through this Agreement, or otherwise related directly or indirectly to the performance of Services under this Agreement. CONTRACTOR, its elected or appointed officials, officers, agents, employees, and Subcontractors shall not, in any respect whatsoever, be entitled to any rights or privileges of COMMISSION employees and shall not be considered in any manner to be COMMISSION employees. COMMISSION shall neither have nor exercise any control or direction over the methods by which CONTRACTOR shall perform its obligations under this Agreement. COMMISSION shall not be responsible or liable for the acts or failure to act, whether intentional or negligent, of any employee, agent, or volunteer of CONTRACTOR. CONTRACTOR shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation, and similar matters. CONTRACTOR shall indemnify and hold harmless COMMISSION and the County of Orange ("County") from any liability, damages, costs, and expenses of any nature arising from alleged violations of personnel practices and employment laws.

3.1 COMMISSION as Independent Entity. Notwithstanding other provisions in this Agreement, such as insurance and indemnity provisions protecting COMMISSION and the County of Orange, CONTRACTOR acknowledges that pursuant to the Act, specifically Health & Safety Code Section 130140.1(a)(1), COMMISSION is a legal public entity separate from the County of Orange with independent powers and that in no event will CONTRACTOR look to the County of Orange for performance or indemnity under this Agreement, and CONTRACTOR expressly waives any rights it may have against the County of Orange in any way related to this Agreement. With respect to the above provisions CONTRACTOR agrees all rights under Section 1542 of the California Civil Code and any similar law of any state or territory of the United States are expressly waived. Section 1542 reads as follows:

> **CIVIL CODE SECTION 1542. GENERAL RELEASE; EXTENT. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

4. CONTRACTOR DELEGATION AND ASSIGNMENT. Neither this Agreement nor any interest herein nor claim hereunder may be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONTRACTOR, without the prior written consent of ADMINISTRATOR. Consent by COMMISSION shall not be

deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

5. SUBCONTRACTS. Except to the extent expressly provided for in the Project Summary, Exhibit A, or as approved by ADMINISTRATOR, CONTRACTOR shall not enter into a subcontract, consulting agreement, or agreement for professional services (each and all referred to as a "Subcontract") for the provision of services or performance of tasks included within the scope of the Services required by this Agreement without the prior written consent of ADMINISTRATOR. Any Subcontracts approved by ADMINISTRATOR shall not alter in any way any legal responsibility or performance obligation of CONTRACTOR to COMMISSION to perform or cause performance of the Services required under this Agreement. ADMINISTRATOR may require CONTRACTOR to submit a true copy of any permitted Subcontract. All records related to each Subcontract, if any, are subject to examination and audit by ADMINISTRATOR or his or her designee and must be retained for a period of (i) three (3) years after the date of final disbursement of funds under this Agreement, or (ii) three (3) years after any pending audit is completed, whichever occurs later.

5.1 Minimum Subcontract Terms. Each permitted Subcontract, including all terms and provisions shall be independently negotiated between CONTRACTOR and its Subcontractor. Each Subcontract shall include provisions that meet or exceed the following requirements: (i) any specific requirements set forth in the Project Summary, Exhibit A; (ii) a clear and complete description of the nature, extent, and tasks of the work to be performed by the Subcontractor and the relation of the work to the Services required under this Agreement; (iii) identification of the personnel by classification, and, if available by name, who will work or provide services to CONTRACTOR under the Subcontract, including a description of the minimum qualifications, education, experience, and any required licensing for each classification of personnel and number of hours described in relation to full time equivalent (e.g., 1.0 FTE or 0.5 FTE); (iv) a compensation schedule, including hourly rates or fees for each classification of personnel and a maximum payment obligation under the Subcontract, which total amount shall in no event exceed the amounts set forth in the Project Budget, Exhibit B; (v) insurance and indemnification comparable to the requirements and provisions set forth in this Agreement, which insurance shall protect CONTRACTOR, COMMISSION, and the County of Orange from any Claims and other liabilities that arise out of the Subcontract and performance of Subcontractor under the Subcontract; (vi) the term of Subcontract, which term shall not exceed the term of this Agreement; (vii) obligation to maintain and retain accurate and complete client and financial records, which recordkeeping shall be fully compliant with applicable laws and regulations and obligation to maintain records related to work and services provided under the Subcontract for the same retention period referenced in Paragraph 5 above, (viii) remedies and termination provisions which may be available to CONTRACTOR in the event Subcontractor fails to perform under the Subcontract; (ix) compliance with laws and regulations applicable to CONTRACTOR, as a public entity, entering into contracts, including without limitation that any subcontract is duly authorized, approved, and executed and in compliance with notice and bidding and contracting requirements, if any, and prevailing wage laws, if applicable, pursuant to applicable laws and regulations; and (x) any and all other requirements expressly provided in this Agreement.

6. GENERAL INDEMNIFICATION

CONTRACTOR agrees to and shall indemnify, defend with counsel approved in writing by COMMISSION, hold harmless COMMISSION, the County of Orange, and their officers, Commissioners, agents, and employees from and against all liability, claims, losses, demands, injuries

to or death of any person or persons, or damages to property, including but not limited to property of Commissioners, officers, employees, or agents of COMMISSION or the County of Orange (together, "Claims"), including defense costs, resulting from court action or in any manner arising out of, pertaining to, related to, or incident to any intentional, malicious, negligent acts, inactions, errors, or omissions of CONTRACTOR, its officers, employees, agents, or Subcontractors in the performance of this Agreement.

6.1 No elected official, no public official, no Commissioner, no officer, no committee member, no employee, and no agent of COMMISSION or the County of Orange shall be personally liable to CONTRACTOR, any successor in interest, or to any Subcontractor in the event of any default or breach by COMMISSION or for any amount that may become due to CONTRACTOR or to its successor or Subcontractor or for breach of any obligation of the terms of this Agreement.

7. INSURANCE. Without limiting CONTRACTOR's liability for indemnification of COMMISSION as set forth in Paragraph 6 above, CONTRACTOR shall obtain and maintain, in effect, during the term of this Agreement, certain minimum coverage of insurance through any or all of the following types of insurance, as further described, and as applicable, in Subparagraphs 7.1, 7.2, and 7.3 below: (a) self-insurance through the State or as otherwise approved by ADMINISTRATOR or his or her Risk Management designee; (b) insurance via a pooled or joint powers insurance authority; or (c) insurance policies secured from insurance companies that are admitted in California and rated A-:VIII or better or FPR Ratings of 9 through 7 and have a Financial Size Category (FSC) of VIII or better according to the current Best's Key Rating Guide/Property-Casualty/United States, ambest.com, or from an insurance company of equal financial stability as approved by ADMINISTRATOR or his or her Risk Management designee. Evidence of required insurance coverages obtained under (a), (b), or (c) in this Paragraph 7 shall be submitted to ADMINISTRATOR prior to and as a condition precedent to commencement of any Services or proceeding with any work under this Agreement. Submittal and approval of insurance coverage, including self-insurance or pooled coverage, shall neither relieve nor decrease the liability of CONTRACTOR.

7.1 Certificate of Self-Insurance Coverage. In lieu of maintaining insurance coverage by separate insurance policies secured through third party insurance companies as described in Paragraph 7 above and Subparagraph 7.3 below, CONTRACTOR may be self-insured with respect to the minimum amounts and types of required insurance coverage under this Agreement.

7.1.1 Certificate of Self-Insurance. A certificate signed by a duly authorized officer or member of CONTRACTOR shall be submitted to ADMINISTRATOR evidencing self-insurance prior to and as a condition precedent to commencement of Services or proceeding with any work under this Agreement. Further, during the term of this Agreement ADMINISTRATOR may, in his or her reasonable discretion, request reconfirmation of CONTRACTOR's status as self-insured for the required coverage. The self-insurance certificates shall verify that on behalf of Santa Ana Unified School District, CONTRACTOR has and maintains self-insurance in the following categories and amounts of coverage, including the amounts and companies, if any, that may provide any secondary or additional level of coverage. Further the certification shall state that the self-insurance is intended to cover as additional insureds (or the equivalent of being an additional insured) COMMISSION, its Commissioners, the County of Orange, the members of COMMISSION, the Board of Supervisors of the County of Orange, and their respective officers, agents, and employees, individually and collectively, and that the self-insurance shall apply as primary insurance and that other insurance maintained by COMMISSION or the County of Orange (whether through insurance policies, self-

insurance, or pooled/joint powers coverage) shall be excess only and not contributing with insurance provided under the self-insurance. In the event CONTRACTOR elects to no longer self-insure under any of the required types of coverage in this Subparagraph 7.1, then CONTRACTOR shall provide to ADMINISTRATOR not less than thirty (30) days prior written notice of the cancellation or change in coverage. In this event, CONTRACTOR shall obtain and maintain insurance coverages pursuant to Subparagraphs 7.2 or 7.3 below.

7.1.2 Types of Self-Insurance Coverage. CONTRACTOR shall evidence it is self-insured through the State or as otherwise approved by ADMINISTRATOR or his or her Risk Management designee in his or her sole discretion for the following required coverage:

(a) **Comprehensive General Liability** coverage for bodily injury, including death, and property damage which provides total limits of not less than One Million Dollars ($1,000,000) CSL per occurrence and One Million Dollars ($1,000,000) annual aggregate applicable to all owned, non-owned, and hired vehicles/watercraft.

(b) **Comprehensive Automobile Liability** coverage for bodily injury (including death) and property damage equivalent to not less than One Million Dollars ($l,000,000) combined single limit per occurrence applicable to all owned, non-owned, and hired vehicles/watercraft, with not less than One Million Dollars ($1,000,000) annual aggregate.

(c) **Workers' Compensation** coverage shall be maintained for workers' compensation risk Claims in amounts equivalent to coverage required by the State of California, applicable statutory requirements, and including the equivalent of a broad form all-states endorsement and waiver of subrogation.

(d) **Employers' Liability coverage** for all employees engaged in Services or operations under this Agreement equivalent to not less than One Million Dollars ($1,000,000) per occurrence.

(e) **Professional Liability**. If the Project Summary, Exhibit A, includes or requires staffing or Services by a licensed professional, such as physician, dentist, pharmacist, registered nurse, psychologist, engineer, architect, etc., then coverage for professional liability/errors and omissions is required equivalent to not less than One Million Dollars ($1,000,000) per claims made or per occurrence and One Million Dollars ($1,000,000) annual aggregate. If CONTRACTOR's professional liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain professional liability coverage for two (2) years following the termination of this Agreement.

(f) **Sexual Misconduct Liability.** If the Project Summary, Exhibit A, includes services which require custody, transportation or unsupervised contact by CONTRACTOR , or any Subcontractor, with recipients of services under this agreement, then insurance policy(ies) and coverage for Sexual Misconduct Liability is required in an amount not less than One Million Dollars ($1,000,000) per occurrence and One Million Dollars ($1,000,000) annual aggregate.

7.2 Pooled or Joint Powers Insurance Coverage. CONTRACTOR may provide insurance coverage through membership and participation in a pooled insurance cooperative or joint powers insurance authority, or both, with respect to the minimum amounts and types of required insurance coverage under this Agreement.

7.2.1 Certificate of Pooled/Joint Powers Insurance. A certificate signed by an authorized officer or member of CONTRACTOR and by an authorized officer of the pooled or joint powers insurance authority shall be submitted to ADMINISTRATOR evidencing membership and participation in pooled or joint powers insurance prior to and as a condition precedent to commencement of Services or proceeding with any work under this Agreement. Further, during the term of this Agreement ADMINISTRATOR may in his or her reasonable discretion request reconfirmation of CONTRACTOR's status as a member in good standing and participant in pooled or joint powers insurance for the required coverage. The certificate shall verify that on behalf of Santa Ana Unified School District, CONTRACTOR has and maintains insurance in the categories and amounts of coverage described for self-insurance above in Subparagraph 7.1, including the amounts and companies, if any, that may provide any secondary or additional level of coverage. Further the certificate shall state that the pooled or joint powers insurance is intended to cover as additional insureds (or the equivalent of being an additional insured) COMMISSION, its Commissioners, the County of Orange, the members of COMMISSION, the Board of Supervisors of the County of Orange, and their respective officers, agents, and employees, individually and collectively, and that the pooled and/or joint powers insurance shall apply as primary insurance and other insurance maintained by COMMISSION or the County of Orange (whether through insurance policies, self-insurance, or pooled/joint powers coverage) shall be excess only and not contributing with insurance provided under the pooled or joint powers insurance. Pooled or joint powers insurance provided under this Subparagraph 7.2 shall not be canceled or changed so as to no longer meet the specified COMMISSION or County insurance requirements without thirty (30) days prior written notice of the cancellation or change being delivered to ADMINISTRATOR.

7.3 Insurance Policies through Independent Insurance Companies. CONTRACTOR may obtain and maintain insurance policies for the required coverage under this Agreement.

7.3.1 Evidence of Coverage. Prior to commencement of any Services or proceeding with any work under this Agreement, CONTRACTOR shall provide on an insurance industry approved form a Certificate of Insurance (COI) certifying that coverage as required in this Subparagraph 7.3 has been obtained and remains in force for the period required by this Agreement. In addition, a certified copy of the policy or policies shall be provided by CONTRACTOR upon request of ADMINISTRATOR at the address specified in Paragraph 22. Each policy shall meet the following requirements.

(a) **Required Coverage Forms**

(i) Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

(ii) Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

(b) **Required Endorsements.** Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

(i) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the COMMISSION, the County of Orange, and their elected and appointed officials, officers, employees, agents as Additional Insureds.

(ii) A primary non-contributing endorsement evidencing that CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the COMMISSION and by the County of Orange shall be excess and non-contributing.

(c) **Notice of Cancellation or Change of Coverage Endorsement**: Each policy shall include an endorsement evidencing that the policy shall not be canceled or changed so as to no longer meet the specified COMMISSION or County insurance requirements without thirty (30) days prior written notice of the cancellation or change being delivered to ADMINISTRATOR at the address shown on the COI; or ten (10) days notice for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the COI.

(d) **Separation Clause Endorsement**: Each policy shall include an endorsement evidencing that the policy provides coverage separately to each insured who is seeking coverage or against whom a Claim is made or a suit is brought, except with respect to the company's limit of liability (standard in the ISO CG 0001 policy).

(e) **Termination of Insurance**. If insurance is terminated for any reason, CONTRACTOR agrees to purchase an extended reporting provision of at least two (2) years to report Claims arising from work performed, or any action or any inaction in connection with this Agreement.

(f) **Qualifying Insurers**. All coverages shall be issued by qualified insurance companies meeting the criteria described in Paragraph 7 above.

(g) **Deductible Amounts in Standard Policy**. COMMISSION acknowledges that a deductible amount on a policy of insurance is acceptable, but only as approved in writing in the sole discretion of ADMINISTRATOR or his or her Risk Management designee; provided no approved deductible shall in any way limit liabilities assumed by CONTRACTOR under this Agreement, including:

(i) Any policy deductible or self-insured retention on any insurance policy (except auto) which exceeds $25,000. Such policy requires prior written approval of ADMINISTRATOR or his or her Risk Management designee.

(ii) Any policy deductible or self-insured retention on automobile liability over $5,000. Such policy requires prior written approval of ADMINISTRATOR or his/her Risk Management designee.

(iii) All self-insured retentions or deductibles shall be clearly stated on the COI. If no self-insured retentions or deductibles apply, indicate this on the COI.

(h) **Subcontractor Insurance Requirements**. Should any of the Services under this Agreement be provided by a Subcontract, CONTRACTOR shall require each Subcontractor (of any tier) to provide the coverages mentioned in this Paragraph 7, or CONTRACTOR may insure any Subcontractor under its own policies.

(i) **Occurrence Versus Claims Made Coverage**. It is the intent of COMMISSION to secure "occurrence" rather than "claims made" coverage whenever possible. If coverage is written on a "claims made" basis, the COI shall clearly so state. In addition to coverage requirements above, each policy shall provide that:

(i) Policy retroactive date coincides with or precedes CONTRACTOR's start of work (including subsequent policies purchased as renewals or replacements).

(ii) CONTRACTOR will make every effort to maintain similar insurance during the required extended period of coverage following completion of services, including the requirement of adding all additional insureds.

(iii) Policy allows for reporting of circumstances or incidents that might give rise to future claims.

7.3.2 Types of Insurance Policies/Coverages. If CONTRACTOR provides insurance through a policy or policies, then the following types and coverages are required.

(a) **Comprehensive General Liability Insurance**. Comprehensive General Liability Insurance for bodily injury, including death and property damage which provides not less than One Million Dollars ($1,000,000) combined single limit (CSL) per occurrence and not less than Two Million Dollars ($2,000,000) annual aggregate.

(i) The coverage shall include:

(A) Premises and Operations.

(B) Products/Completed Operations with limits of One Million Dollars ($1,000,000) per occurrence One Million Dollars ($1,000,000) annual aggregate to be maintained for two (2) years following the end of the term of this Agreement.

(C) Contractual Liability expressly including liability assumed under this agreement, except such requirement does not apply to service contracts.

(D) Personal Injury Liability.

(b) **Comprehensive Automobile Liability Insurance**. Comprehensive Automobile Liability Insurance for bodily injury, including death, and property damage which provides total limits of not less than One Million Dollars ($1,000,000) CSL per occurrence and One Million Dollars ($1,000,000) annual aggregate applicable to all owned, non-owned and hired vehicles/watercraft.

(c) **Workers' Compensation Insurance**. Workers' Compensation Insurance shall be maintained. Statutory California Workers' Compensation coverage shall include a broad form all-states endorsement and waiver of subrogation.

(d) **Employers' Liability Coverage**. Employers' Liability Coverage of not less than One Million Dollars ($1,000,000) per occurrence for all employees engaged in Services or operations under this Agreement.

(e) **Professional Liability**. If the Project Summary, Exhibit A, includes or requires staffing or services by a licensed professional, such as physician, dentist, pharmacist, registered nurse, psychologist, accountant, engineer, architect, etc., then insurance policy(ies) and coverage for professional liability/errors and omissions is required in an amount not less than One Million Dollars ($1,000,000) per claims made or per occurrence and One Million Dollars ($1,000,000) aggregate. If CONTRACTOR's professional liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain professional liability coverage for two (2) years following the termination of this Agreement.

(f) **Sexual Misconduct Liability.** If the Project Summary, Exhibit A, includes services which require custody, transportation or unsupervised contact by CONTRACTOR , or any Subcontractor, with recipients of services under this Agreement, then insurance policies and coverage for Sexual Misconduct Liability is required in an amount not less than One Million Dollars ($1,000,000) per occurrence and One Million Dollars ($1,000,000) annual aggregate.

7.4 Change in Coverage. COMMISSION expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by ADMINISTRATOR or his or her Risk Management designee as appropriate to adequately protect COMMISSION. COMMISSION shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not provide copies of acceptable COIs and endorsements incorporating such changes within thirty (30) days of receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR, and COMMISSION shall be entitled to all legal remedies.

7.5 Duration of Insurance. CONTRACTOR shall maintain all coverage and insurance for the entire term and for any extended period agreed upon within this Agreement.

7.6 Maintain Records of Insurance Coverage. CONTRACTOR shall maintain records regarding all coverage and insurance for the term of this Agreement and for any extended period agreed upon within this Agreement.

7.7 Withhold Payment for Lack of Required Coverage. COMMISSION reserves the right to withhold payments to CONTRACTOR in the event of material noncompliance with the applicable insurance requirements outlined in this Paragraph 7.

7.8 Remedies for Failure to Provide or Maintain Required Coverage, Insurance, or Endorsements. In addition to any other remedies COMMISSION may have if CONTRACTOR (or any Subcontractor) fails to provide or maintain any insurance required by this Paragraph 7 to the extent and within the time required by this Agreement, COMMISSION may, at its sole option:

(a) Obtain the insurance and deduct and retain the amount of the premiums for the insurance from any monies due under this Agreement.

(b) Order CONTRACTOR and any Subcontractor to cease performance of the Services and withhold any payments which become due to CONTRACTOR or any Subcontractor until CONTRACTOR or Subcontractor demonstrates compliance with the insurance requirements of this Agreement.

(c) Immediately and without further cause terminate this Agreement.

7.9 Exercise of any of the above remedies are in addition to any other remedies COMMISSION may have and are not the exclusive remedies for CONTRACTOR's or its Subcontractor's failure to maintain or secure appropriate policies or endorsements. Nothing in this Agreement shall be construed as limiting in any way the extent to which CONTRACTOR or any Subcontractor may be held responsible for payments of damages to persons or property resulting from CONTRACTOR's or any Subcontractor's performance under this Agreement.

8. RESPONSIBILITIES OF CONTRACTOR

8.1 Conditions to COMMISSION's Obligation to Proceed under Agreement. COMMISSION's obligation to proceed with performance and the payment of each invoice payment under this Agreement is expressly conditioned upon the satisfaction by CONTRACTOR of each of the following conditions precedent ("Conditions") below. These Conditions may waived in writing by ADMINISTRATOR, in his or her sole discretion, or expressly waived in the Project Summary, Exhibit A. CONTRACTOR may satisfy one or more of the Conditions at any time prior or subsequent to the Date of Agreement, provided that all Conditions shall be satisfied prior to the date the first COMMISSION payment to CONTRACTOR is due. CONTRACTOR shall provide satisfactory evidence of compliance with each of the Conditions.

8.1.1 Evidence of CONTRACTOR Approval of Agreement. CONTRACTOR shall submit evidence of the approval of this Agreement by resolution of CONTRACTOR's governing board, or a true copy of the minutes of the public meeting at which this Agreement was considered and approved, or other evidence of approval satisfactory to ADMINISTRATOR.

8.1.2 Insurance. All provisions and submittal of endorsements or other evidence of insurance required by Paragraph 7 shall be in place and approved by ADMINISTRATOR or his or her Risk Management designee.

8.1.3 Other Conditions. CONTRACTOR has complied with the other Conditions listed in the Project Summary, Exhibit A, if any.

8.2 No Supplanting Government Funds. CONTRACTOR shall not supplant government funds intended for the purposes of this Agreement with any other funds intended for the purposes of this Agreement. CONTRACTOR shall not submit an invoice for payment from COMMISSION or apply sums received from COMMISSION with respect to that portion of its obligations which have been paid by another governmental source of revenue. As a material provision of this Agreement and substantive criterion in COMMISSION's selection of CONTRACTOR for the Services provided under this Agreement and in furtherance of the express directives of the Act, CONTRACTOR is required to ensure that in the performance of this Agreement all funding shall be expended and used to supplement, not supplant, existing levels of service.

8.3 Technical Requirements for PCs and Software Used by CONTRACTOR for all Recordkeeping and Reporting for the Services and Agreement. CONTRACTOR agrees to obtain and maintain all computer hardware and software necessary to meet the requirements of Paragraph 19 in its entirety with respect to COMMISSION's evaluation and contracts management system. CONTRACTOR is required to contact COMMISSION's designated contractor for its evaluation and contract management system prior to the commencement of work pursuant to this Agreement to ensure that CONTRACTOR's computer hardware and software is capable of meeting CONTRACTOR's evaluation and contract management system obligations.

8.4 Staffing Obligations for Services. COMMISSION and CONTRACTOR agree that the Scope of Work, the level and description of Services, and the classification, number, and qualifications of personnel and staff necessary for the Services, and budget for staffing to be provided by CONTRACTOR in furtherance of the Strategic Plan and the Act are set forth in the Exhibits. CONTRACTOR agrees to provide the level and type of staffing, facilities, equipment and supplies necessary to provide the Services and to meet the outcomes set forth in these Exhibits.

8.4.1 Staffing Conferences. At ADMINISTRATOR's request, CONTRACTOR agrees to send appropriate staff to attend orientation session(s) and/or progress meeting(s) arranged or given by COMMISSION or ADMINISTRATOR.

8.4.2 Personnel Disclosure. If requested by ADMINISTRATOR, CONTRACTOR shall make available to ADMINISTRATOR a current list of all personnel providing Services or performing any work under this Agreement, including personnel of any Subcontractor. Changes to the list shall be immediately provided to ADMINISTRATOR. CONTRACTOR shall prepare and maintain up-to-date personnel records and information about its employees and, if requested by ADMINISTRATOR and to the extent permitted by applicable laws, make available to ADMINISTRATOR the following information/records:

(a) The required list of personnel, including any Subcontractor, which shall include each of the following:

(i) All full time staff positions and all part-time staff positions by name and title, including volunteer positions, who are assigned to, performing under, or providing Services.

(ii) The qualifications and experience, including professional degree(s) and required licensing, if applicable, required for each position.

(iii) The language skill(s), if applicable, of the personnel, such as bi-lingual, sign language, Braille, or other communication skills.

(b) CONTRACTOR shall immediately notify ADMINISTRATOR concerning the arrest or subsequent conviction, for other than minor traffic offenses, of any employee or volunteer staff providing Services under this Agreement when the information becomes known to CONTRACTOR.

8.4.3 CONTRACTOR to Maintain Complete Personnel Records. CONTRACTOR shall maintain complete and accurate records relating to all personnel listed (or required to be listed) in Subparagraph 8.4.2 above. The record keeping shall include evidence that

CONTRACTOR has conducted adequate pre-employment and pre-volunteer screening, such as information that CONTRACTOR has conducted or caused to be conducted on each employee or volunteer a pre-employment/hiring background check and that CONTRACTOR has taken all reasonable steps to assure all employees and volunteers assigned to perform Services under this Agreement are suitable to perform the work and do not pose a reasonably foreseeable risk of harm to children or other persons receiving or participating in the Services. CONTRACTOR acknowledges it has a duty to disclose to COMMISSION and ADMINISTRATOR information within its knowledge that may pose a reasonably foreseeable risk of harm to children. Nothing in the above provisions shall obligate CONTRACTOR to disclose to COMMISSION or ADMINISTRATOR confidential personnel information about employees (or volunteers) except and to the extent disclosure is permitted by applicable laws or authorized by judicial or administrative order. Nothing in the above provisions shall affect or modify the provisions of this Agreement affirming the independent contractor status of CONTRACTOR.

8.5 Implementing Exhibits. As directed by ADMINISTRATOR during the term of this Agreement and pursuant to the Exhibits CONTRACTOR will be required to prepare and submit to ADMINISTRATOR certain planning and implementing documents regarding the Services under this Agreement aimed toward achieving the outcomes set forth in the Work Plan, Exhibit A-1. The planning and implementing documents may include, but are not limited to, service plans, business plans, and supplements to the Work Plan, each of which may clarify or further describe and define the Services required under this Agreement and required dates for performance of certain Services. Each implementing document approved by ADMINISTRATOR, shall become part of the Exhibits and shall be attached to and incorporated into this Agreement. CONTRACTOR shall perform and meet the tasks and requirements set forth in all Exhibits as performance obligations of this Agreement.

9. GENERAL TERMS AND CONDITIONS

9.1 Compliance with Laws. CONTRACTOR shall provide all Services in accordance with all applicable federal and state laws, statutes, regulations, and local ordinances and resolutions. CONTRACTOR shall comply with the Act, and all laws, rules or regulations, applicable to the Scope of Work and provision of Services, as any may now exist or as amended or added after the Date of Agreement.

9.2 Familiarity with Work. By executing this Agreement and prior to performing or providing any Services, CONTRACTOR warrants and shall be satisfied that (a) it has thoroughly investigated and considered the Services, (b) it has carefully considered how the Services should be performed, will be implemented, and will be completed, and (c) it fully understands the facilities, difficulties, and restrictions, attending carrying out the performance obligations of this Agreement. Should CONTRACTOR discover any latent or unknown conditions materially differing from those inherent in the work or as represented by COMMISSION or ADMINISTRATOR, it shall immediately inform COMMISSION in writing of this fact and shall not proceed except at CONTRACTOR's risk until written instructions are received from ADMINISTRATOR.

9.3 Care of Work. CONTRACTOR shall adopt reasonable methods during the term of this Agreement to furnish continuous protection to the property (real and personal property), facilities, equipment, persons providing or receiving Services, work product, records, and other papers to prevent losses or damages. CONTRACTOR shall be responsible for all losses or damages to persons or property (including real property, personal property, both tangible and intangible), except the losses or

damages caused by COMMISSION's sole negligence. The performance of Services by CONTRACTOR shall not relieve CONTRACTOR from any obligation to correct any incomplete, inaccurate, or defective work or service at no further cost to COMMISSION when the inaccuracies are due to the negligence, action, inaction, or intentional misconduct of CONTRACTOR.

9.4 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the reminder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 California Law. This Agreement shall be construed and interpreted both as to validity and to performance in accordance with the laws of the State of California. Legal actions concerning any default, dispute, interpretation, declaration of rights, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, and CONTRACTOR covenants and agrees to submit to the personal jurisdiction of the court in the event of any action.

9.6 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair any right or remedy or be construed as a waiver. One party's consent or approval of any act by the other party requiring the other party's consent or approval shall not be deemed to waive or render unnecessary the party's consent to or approval of any subsequent act of the party. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

9.7 Rights and Remedies Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of the rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

9.8 Covenant Against Discrimination. In the performance of this Agreement, CONTRACTOR shall not engage in, nor permit any employee or agent to engage in, discrimination in employment of persons or provision of Services or assistance, nor exclude any person from participation in, nor deny any person the benefits of, nor or subject any person to discrimination under any program or activity funded in whole or in part with COMMISSION funds on the grounds of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender or sexual orientation, except as permitted by applicable provisions of federal and state law. CONTRACTOR shall comply with Title II of the Americans with Disabilities Act, (42 U.S.C. §12101, *et. seq*.) as it relates to public accommodations.

9.9 Legal Action. In addition to any other rights or remedies, either party may take legal action, at law or at equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

9.10 Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of suit from the non-prevailing party.

9.11 Waiver of Jury Trial. Both COMMISSION and CONTRACTOR agree and acknowledge that each is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, expressly and knowingly waives and releases all rights to trial by jury in any action, proceeding, or counterclaim brought by any party against the other or against its officers, Commissioners directors, employees, agents, or subsidiary or affiliated entities on or with regard to any matters of any kind or type arising out of or in any way connected with this Agreement or any other claim of injury or damage.

9.12 Use of Commission Name and Logo. Funded and partnering organizations are required to use COMMISSION's name and logo on all materials, promotional information and products that relate to Commission-funded programs, unless otherwise agreed to between CONTRACTOR and ADMINISTRATOR at ADMINISTRATOR's sole discretion. CONTRACTOR shall comply with COMMISSION's guidelines related to the use of COMMISSION's name and logo as stated in its Policies and Procedures Guide.

9.13 Time of Essence. Time is of the essence in the performance of this Agreement.

9.14 No Broker or Finders' Fee. CONTRACTOR warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

9.15 No Use of Funds for Lobbying. CONTRACTOR shall not expend any monies paid or payable under this Agreement for the purpose of influencing or attempting to influence an officer, member, or employee of COMMISSION, a member of the Orange County Board of Supervisors, any County of Orange officer or employee, any member or employee of the State Commission, any member of the State legislature or member of Congress, or any other officer or employee of any public agency or entity, in connection with the awarding of any contract, the making of any contract, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.

9.16 Constitutional Use of Funds. As an express condition to this Agreement, CONTRACTOR agrees that the funds provided by COMMISSION to CONTRACTOR shall not be used to promote any religion, religious creed or cult, denomination, sectarian organization or religious belief or to fund any proselytizing activities. The parties agree the above covenant is intended to and shall be construed for the limited purpose of assuring compliance with respect to the use of COMMISSION funds by CONTRACTOR with applicable constitutional limitations respecting the establishment of religion as set forth in the establishment clause under the First Amendment of the United States Constitution and Article I, Section 4 of California Constitution, and is not in any manner intended to restrict other activities of CONTRACTOR.

9.17 Child Abuse Reporting. CONTRACTOR shall establish a procedure to ensure that all employees, volunteers, consultants, agents, or Subcontractors performing Services under this Agreement, report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165.9 to the extent required by applicable law. CONTRACTOR shall require each employee,

volunteer, agent, and Subcontractor who provides Services to or for CONTRACTOR in implementation of the Scope of Work described in Exhibit A and funded by this Agreement to the extent each person is legally subject to the requirements, to sign a statement acknowledging these reporting requirements and to comply with the reporting requirements to the extent required by applicable law.

9.18 CONTRACTOR Cooperation with Other COMMISSION Contractors CONTRACTOR acknowledges that the goal of COMMISSION and its Strategic Plan is to develop an integrated quality service system to ensure access to a quality child and family support services delivery system for Orange County children from the prenatal stage to age five. CONTRACTOR agrees to cooperate reasonably with COMMISSION and ADMINISTRATOR to achieve the objectives of the Strategic Plan and support COMMISSION by forming cooperative partnerships to serve children prenatal through age five and their families with other services funded through COMMISSION.

9.19 Political Activity. CONTRACTOR agrees that the funds provided by this Agreement shall not be used to promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.

9.20 Child Care Provider Notification; Admission Procedures and Parental and Authorized Representative's Rights. If applicable to the Services, CONTRACTOR shall establish and carry out the requirements of California Code of Regulations (CCR) Title 22 relating to child care providers and provision of licensed child care, day care, or other early care and education. To the extent required by applicable laws and regulations, CONTRACTOR shall complete the following:

9.20.1 CONTRACTOR shall comply with CCR Title 22, Section 101218.1 to ensure all parents and authorized representatives of minor children receiving Services under this Agreement, are notified regarding any employee, volunteer, consultant, or agent of CONTRACTOR with a criminal record exemption.

9.20.2 CONTRACTOR shall (i) post a current copy of the California Department of Social Services (CDSS) Parents' Rights Poster in a prominent location; (ii) provide all parents and authorized representatives current copies of all CDSS notification forms and retain all parent signature or acknowledgement portions of those forms in the child's file; (iii) upon request, provide parents and authorized representatives with the name of any person associated with CONTRACTOR (including any employee, volunteer, consultant or agent of CONTRACTOR) who has been granted a criminal record exemption and that person's relationship to CONTRACTOR.

9.20.3 CONTRACTOR shall document all requests by parents or authorized representatives for criminal exemption information. Such documentation shall be jointly signed by an authorized representative of CONTRACTOR and the parent or authorized representative and maintained in the child's file.

9.21 Suspension and Debarment. CONTRACTOR certifies that CONTRACTOR's officers and principals are not debarred or suspended from federal financial assistance programs or activities.

10. REPRESENTATIONS AND WARRANTIES OF CONTRACTOR. CONTRACTOR makes the following representations and warranties to COMMISSION. These representations and

warranties are ongoing and CONTRACTOR shall advise ADMINISTRATOR in writing if there is any change pertaining to any matters set forth or referenced in the following Subparagraphs 10.1 through 10.6, inclusive.

10.1 No Conflict. To the best of CONTRACTOR's knowledge, participation by public officials of CONTRACTOR in the negotiation, consideration, and action on this Agreement and CONTRACTOR's execution, delivery, and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement, or order to which CONTRACTOR is a party or by which it is bound, nor is there a conflict of interest under the California Political Reform Act, Government Code Section 81000, *et seq*. and Section 87100, *et seq*. or Government Code Section 1090, *et seq.*

10.1.1 CONTRACTOR agrees that no officer, Commissioners, employee, agent, or assignee of COMMISSION having direct or indirect control of any monies allocated by COMMISSION, inclusive of the subject funds, shall serve as an officer or director of CONTRACTOR without the express written acknowledgement of COMMISSION.

10.1.2 Any conflict or potential conflict of interest of any public official of CONTRACTOR shall be fully disclosed in writing prior to the execution of this Agreement and shall be attached to and become a part of this Agreement.

10.2 No Bankruptcy. CONTRACTOR is not the subject of any current or threatened bankruptcy.

10.3 No Pending Legal Proceedings. CONTRACTOR is not the subject of a current or threatened litigation that would or may materially affect CONTRACTOR's performance under this Agreement.

10.4 Application Veracity. All provisions of and information provided in CONTRACTOR's application for funding submitted to COMMISSION including exhibits are true and correct in all material respects.

10.5 No Pending Investigation. CONTRACTOR is not aware that it is the subject of any current or threatened criminal or civil action investigation by any public agency, including, without limitation, a police agency or prosecuting authority, related, directly or indirectly, to the provision of Services under this Agreement.

10.6 Licenses, Permits, and Standards. CONTRACTOR warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, County of Orange, any local jurisdiction in which it may do business or provide Services, and all other appropriate governmental agencies. CONTRACTOR agrees to maintain these licenses and permits in effect for the duration of this Agreement. CONTRACTOR shall only contract with Subcontractors that are duly licensed, insured, and qualified to provide Services under this Agreement, as applicable. CONTRACTOR warrants that its employees, agents, contractors, and Subcontractors shall conduct themselves in compliance with the laws and licensure requirements including, without limitation, compliance with laws applicable to nondiscrimination, sexual harassment, and ethical behavior.

10.6.1 Failure to Obtain or Maintain Licenses. CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of

the pendency of any appeal, any of the permits, licenses, approvals, certificates, waivers, and exemptions. The inability shall be cause for termination of this Agreement by COMMISSION or ADMINISTRATOR.

11. CONFIDENTIALITY. CONTRACTOR shall maintain the confidentiality of all records, including any hard copies, electronic or computer-based data, and audio and video recordings, in accordance with all applicable state and federal codes and regulations relating to privacy and confidentiality, with COMMISSION's adopted Confidentiality and Data Sharing Protocol attached hereto and incorporated by this reference as each now exists or may be amended after the Date of Agreement, and as may be required by any other funding sources allocated through this Agreement.

11.1 CONTRACTOR Obligation

11.1.1 All records and information concerning any and all persons referred to CONTRACTOR by COMMISSION, or COMMISSION's designee, shall be considered and kept confidential by CONTRACTOR and CONTRACTOR's staff, agents, employees, subcontractors, and volunteers.

11.1.2 CONTRACTOR shall require its employees, agents and volunteers to sign an acknowledgement or other certification which certifies that each will keep the identities and any information with respect to any and all service recipients of CONTRACTOR related to services authorized under this Agreement confidential except as may be required to provide Services under this Agreement, to comply with any reporting and auditing requirements specified in this Agreement, as required by COMMISSION in the administration of this Agreement, and as otherwise permitted by law.

11.1.3 CONTRACTOR agrees that any and all approved subcontracts entered into shall include the confidentiality requirements of this Agreement.

11.1.4 CONTRACTOR shall inform all of its employees, agents, subcontractors, volunteers, and partners of this provision that any person who knowingly and intentionally violates the provisions of federal, state or local confidentiality laws may be guilty of a crime and subject to civil action.

11.2 Authorized Data Sharing. The provisions of Subparagraphs 11.1.1 through 11.1.4 are not applicable to authorized data sharing pursuant to COMMISSION-funded projects or as permitted by law.

12. DISPUTES.

12.1 Except as otherwise provided in this Agreement, when a dispute arises between CONTRACTOR and COMMISSION, the parties shall meet to resolve the issue. If the parties do not reach a resolution, the dispute will be decided by the ADMINISTRATOR, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to CONTRACTOR. The decision of the ADMINISTRATOR shall be the final and conclusive administrative decision.

12.2 Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Agreement and in accordance with the decision of ADMINISTRATOR. Nothing in this Agreement, however, shall be construed as making final the decision of any

COMMISSION official or representative on a question of law, which questions shall be settled in accordance with the laws of the state of California.

13. REPORTING REQUIREMENTS

13.1 Reports. Separate from any other reports required in the Project Summary, Exhibit A, or the Work Plan, Exhibit A-1, CONTRACTOR shall prepare and submit to ADMINISTRATOR reports concerning the performance of the Services required by this Agreement and any other reports as ADMINISTRATOR may reasonably require.

13.2 Ancillary Reporting Requirement Related to Enforcement of Child Support Obligations.

13.2.1 County Requirements. In order to comply with child support enforcement requirements of the County of Orange, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days of the award of this Agreement:

(a) in the case of an individual contractor, his or her name, date of birth, Social Security number, and residence address;

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

(c) a certification that contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and

(d) a certification that contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

13.2.2 Failure to Comply Breach. The failure of CONTRACTOR to timely submit the data or certifications required by Subparagraphs 13.2.1 (a), (b), (c), or (d); to comply with all federal and state employee reporting requirements for child support enforcement; or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60) calendar days of notice from the County of Orange or COMMISSION shall constitute grounds for termination of this Agreement.

13.2.3 Use of Data Solely for Government Enforcement of Child Support Orders. It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, and for no other purpose.

13.2.4 Exemptions. Agreements with public entities shall be exempt from the requirements of Subparagraph 13.2, above. Agreements with non-profit organizations which have no owners; shall be exempt from the requirements of Subparagraph 13.2.1(b) above.

14. AUDITS. CONTRACTOR shall prepare and maintain adequate records of its performance under this Agreement in sufficient detail to permit an evaluation of the work and Services and an audit of records as described in this Agreement.

14.1 Fiscal Audit of Contract. CONTRACTOR shall employ an independent, licensed Certified Public Accountant ("CPA") who shall prepare and file with ADMINISTRATOR a "Fiscal Audit" of this Agreement that shall include a review of the invoices submitted and paid for the reasonable cost of Services under this Agreement and a sampling (test) of the supporting documentation.

14.1.1 Multi-Year Funding. There shall be a Fiscal Audit completed for each year of this Agreement. Each annual Fiscal Audit shall become due within sixty (60) days after the anniversary date of the Date of this Agreement. The final Fiscal Audit shall become due within sixty (60) days after the end of the term of the Agreement or the date of termination of this Agreement, whichever occurs earlier. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to extend the date by which each Fiscal Audit is due.

14.1.2 Retention Amount. Upon successful completion of each Fiscal Audit, ADMINISTRATOR shall release the applicable Retention Amount.

14.1.3 Scope of CPA Opinion for Fiscal Audit. CONTRACTOR shall require the CPA who completes each Fiscal Audit to provide an unqualified professional written opinion that states whether the invoices for payment submitted by CONTRACTOR under this Agreement were for actual and reasonably necessary costs and expenses to pay for work performed or goods purchased pursuant to the terms and conditions of this Agreement and whether the indirect cost rate applied to staffing for invoices submitted and paid, if any, is in accordance with the requirements of Subparagraph 15.5. CONTRACTOR shall ensure that corrective action is taken with respect to audit exceptions for lack of internal controls or adequate procedures noted in the Fiscal Audit within six (6) months after issuance of the applicable Fiscal Audit report.

14.2 Retention Amount Withheld Pending Timely and Successful Completion of Each Fiscal Audit. The Retention Amount shall be withheld pending timely and successful completion of each Fiscal Audit described in this Paragraph 14.

14.3 Other and Additional Auditing Authority—Retention of Rights to Audit Performance under Agreement. COMMISSION and ADMINISTRATOR and their authorized representatives, and First 5 California and any of its authorized representatives, (collectively "Representatives"), reserve all rights and shall have access to any books, documents, papers and records, including medical records, of CONTRACTOR and any Subcontractor performing Services under this Agreement for the purpose of financial monitoring or auditing conducted by an independent CPA concerning CONTRACTOR's and Subcontractors' performance under this Agreement. The Representatives have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement and the premises in which it is being performed.

14.4 Availability of Records for Auditing Purposes. In the event that CONTRACTOR's corporate headquarters and its financial records are located outside the borders of Orange County, California, then CONTRACTOR shall make available its books and financial records within the borders of Orange County within ten (10) days after receipt of written demand by ADMINISTRATOR

for any audit purposes under this Agreement. All CONTRACTOR's books of accounts and records related and applicable to any costs of Services, client fees, charges, billings, and revenues received directly or indirectly related to the Services shall be made available at one (1) location within the limits of the County of Orange. All records specified in this Subparagraph 14.4 and maintained pursuant to the terms of this Agreement shall be made available, after appropriate advance notice and during the party's normal business hours, to designated representatives of the Auditor General of the State of California; First 5 California, an entity independent of the State of California; COMMISSION, an entity independent from the County of Orange, and any other entities as required by state statute or court order. In the event CONTRACTOR does not make available its books and financial records for the Services within the borders of Orange County for the Fiscal Audit, CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by COMMISSION, ADMINISTRATOR, or their designee necessary to obtain, review, and audit CONTRACTOR's books and financial records.

14.5 Monitoring. COMMISSION, ADMINISTRATOR, and First 5 California, and respective representatives, are authorized to conduct on-site monitoring at their discretion during reasonable times, including unannounced on-site monitoring as elected in the Exhibits. Monitoring activities may also include, but are not limited to, questioning employees, volunteers, and participants for the subject Services and entering any premises or any site in which any of the Services funded by this Agreement are conducted or in which any of the records of CONTRACTOR or any Subcontractor are kept. Nothing in this Agreement shall be construed to require access to any privileged or confidential information as set forth in federal or state law.

14.6 Compliance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. If CONTRACTOR receives federal funding under this Agreement, CONTRACTOR shall comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. CONTRACTOR shall employ a licensed certified public accountant who shall prepare and file with ADMINISTRATOR an annual organization-wide audit of related expenditures during the term of this Agreement in compliance with the Audit requirements in 2 CFR Part 200.500, *et seq.* The audit must be performed in accordance with generally accepted government auditing standards and 2 CFR Part 200.500, *et seq.*

15. MAXIMUM PAYMENT OBLIGATION. The "Maximum Payment Obligation" of COMMISSION to CONTRACTOR under this Agreement shall be One Million Three Hundred Thirty Nine Thousand Eight Hundred Dollars ($1,339,800) or the actual reasonable cost incurred and paid for performance of the Services, whichever is ***less***.

15.1 Multi-Year Contracts. For multi-year contracts, the Maximum Payment Obligation for each period shall be as follows:

15.1.1 The Maximum Payment Obligation of COMMISSION to CONTRACTOR for the services to be provided for the period July 1, 2017 through June 30, 2018 shall be $425,100.

15.1.2 The Maximum Payment Obligation of COMMISSION to CONTRACTOR for the services to be provided for the period July 1, 2018 through June 30, 2019 shall be $425,100.

15.1.3 The Maximum Payment Obligation of COMMISSION to CONTRACTOR for the services to be provided for the period July 1, 2019 through June 30, 2020 shall be $425,100.

15.1.4 The Maximum Payment Obligation of COMMISSION to CONTRACTOR for EDI services to be provided for the period July 1, 2017 through June 30, 2020 shall be $64,500.

15.2 Initial Payment. ADMINISTRATOR may, in his or her sole discretion, make an initial payment to CONTRACTOR in an amount not to exceed 8.33% of COMMISSION's Maximum Payment Obligation described in Paragraph 15 above, upon receipt of a written request(s) by CONTRACTOR, which request(s) shall be accompanied by the justification as ADMINISTRATOR may require. ADMINISTRATOR may approve subsequent requests for initial payment not to exceed twenty-five percent (25%) of any budget period, contingent upon CONTRACTOR having repaid all prior initial payment amounts in any prior budget period. The initial payment is intended to cover initial costs that are estimated to have been incurred or are expected to be incurred in the performance of Services by CONTRACTOR. ADMINISTRATOR may, in his or her sole discretion, deduct the initial payment(s) from any one or more subsequent payments owed to CONTRACTOR during the term of this Agreement. If, at the end of the term of this Agreement, there is any balance of the initial payment not deducted from subsequent payment requests, CONTRACTOR shall owe and shall immediately refund said monies to COMMISSION.

15.3 Provisional Payment. At ADMINISTRATOR's sole discretion, CONTRACTOR may submit an invoice prior to the beginning of the mutually agreed upon billing period to perform the Services required by this Agreement, and COMMISSION shall pay CONTRACTOR's provisional payment invoice within a reasonable period of time estimated to be thirty (30) days after receipt of a correctly completed invoice. CONTRACTOR shall submit to ADMINISTRATOR a reconciliation of actual costs incurred during the billing period covered by the provisional payment no later than ninety (90) days after the provisional payment invoice is submitted or within thirty (30) days of the end date of this Agreement, whichever occurs earlier. Any overpayment resulting from a Provisional Payment(s) and subsequent reconciliation of actual cost incurred for the period shall be deducted from subsequent invoices submitted by CONTRACTOR or repaid by CONTRACTOR to COMMISSION in accordance with the provisions of Paragraph 16 below.

15.4 Billing/Payment Interval. COMMISSION shall pay CONTRACTOR invoice payments monthly or quarterly in arrears, at ADMINISTRATOR's sole discretion, as specified in Exhibit A, for actual reasonable costs incurred and paid by CONTRACTOR to perform the Services required by this Agreement in accordance with the amounts and categories specified in the Project Budget, Exhibit B, for the Services; provided, however, that payments for each line item shall not exceed the amount specified, and ADMINISTRATOR may approve adjustments of the amount set forth within each line item, so long as the total of all amounts within all line items, as adjusted, shall not exceed COMMISSION's Maximum Payment Obligation. Notwithstanding the monthly or quarterly invoice payments and exclusive of the initial payment or the provisional payment, if any, an amount equal to ten percent (10%) of each monthly or quarterly invoice shall be withheld by COMMISSION through ADMINISTRATOR as the Retention Amount (defined in Subparagraph 15.8 below) pending the timely and successful completion of each Fiscal Audit as described above in Paragraph 14. The total of all invoice payments and provisional payments shall not exceed COMMISSION's Maximum Payment Obligation.

15.5 Indirect Cost Rate. Notwithstanding anything to the contrary, CONTRACTOR's indirect cost rate shall in no event exceed ten percent (10%) of the applicable funding under this Agreement. CONTRACTOR and ADMINISTRATOR may mutually agree to an annual increase or decrease of the indirect cost rate listed in Exhibit B (Budget) to this Agreement based on a review of

the State of California Department of Education independently assigned indirect cost rate(s), provided that COMMISSION's Maximum Payment Obligation in this Agreement does not increase as a result.

15.6 Facilities/Lease Costs. In the event that CONTRACTOR has an ownership interest in real property where Services are to be provided under this Agreement, CONTRACTOR shall only be entitled to the proportionate share of depreciation of the improvements at the rate of no more than four percent (4%) each year plus the proportionate share of real property taxes and maintenance.

15.7 Invoices. CONTRACTOR shall submit completed invoices monthly or quarterly upon a form approved or supplied by ADMINISTRATOR.

15.7.1 Each monthly or quarterly invoice shall be submitted with an express written certification by CONTRACTOR representing and affirming to COMMISSION the following:

(a) CONTRACTOR has and maintains accurate records evidencing the requested monthly or quarterly payment, including, without limitation, the following: (1) original invoice(s), (2) original or true copies of source documents including, *inter alia*, statement of work performed, itemized on a monthly basis, general ledgers, supporting journals, time sheets, invoices, canceled checks (if received), or bank statements, receipts, and receiving records, and (3) originals or true copies of other receipts, agreement(s), or other documentation supporting and evidencing how the funds have been expended during the applicable quarter; provided, however, for the first monthly or quarterly payment, ADMINISTRATOR, in his or her sole discretion, may consider and approve an invoice from CONTRACTOR that includes reimbursement of CONTRACTOR expenses incurred prior to the Date of Agreement, as more fully set forth in the Project Budget, Exhibit B; and

(b) the Services provided during the preceding quarter (or other period for which payment is requested) have not and do not supplant existing services but in fact enhance or establish new services to Orange County's prenatal through age five children.

15.7.2 CONTRACTOR shall maintain, at CONTRACTOR's facility, source documentation for all invoices including, but not limited to, ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided.

15.7.3 COMMISSION shall exercise reasonable efforts to cause the monthly or quarterly installment payments to be released within a reasonable time period from submittal of a complete invoice and current compliance with reporting obligations of Paragraph 19, approximately thirty (30) days after receipt of the invoice.

15.8 Retention Amount. CONTRACTOR expressly acknowledges and agrees that an amount equal to ten percent (10%) of each quarterly invoice attributable and allocable to Services ("Retention Amount") may be withheld by COMMISSION through ADMINISTRATOR pending the timely and successful completion and performance of each Fiscal Audit for the Services as described in Paragraph 14. At ADMINISTRATOR's sole discretion, in place of an amount equal to ten percent (10%), CONTRACTOR's entire final monthly or quarterly invoice in each fiscal year may be withheld as the Retention Amount pending the timely and successful completion and performance of each Fiscal Audit for the Services as described in Paragraph 14.

15.9 Final Invoice/Settlement. With the exception of the Retention Amount payment, any and all final invoices for Services must be received by ADMINISTRATOR no later than sixty (60)

days after the end of the term of this Agreement or sixty (60) days from the date of the earlier termination of this Agreement. Invoices for Services received after this date and time may not be processed for payment or reimbursed. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to modify the date upon which the final invoice must be received.

15.10 Source of COMMISSION Funding. CONTRACTOR knowingly and expressly acknowledges and agrees that the sole source of funding provided and to be provided pursuant to this Agreement is and shall only be from monies allocated, received, and available to COMMISSION from the surcharges, taxes, and revenues collected and allocated to COMMISSION through the provisions of the Act, unless otherwise expressly stated in Exhibit A. To the extent, if at all, any or all provisions of the Act are found invalid, stayed, tolled, or are modified by litigation, subsequent initiative, or legislation, and the funding provided for under this Agreement is affected, then COMMISSION is and shall be relieved of obligations under this Agreement, or this Agreement shall be modified or amended to conform to the changes to the Act, as elected by COMMISSION. If COMMISSION is not allocated or does not receive adequate funding for its performance under this Agreement, then COMMISSION shall be relieved of obligations under this Agreement, or this Agreement shall be amended to conform to the changes, in funding allocations or changes to the Act, as elected by COMMISSION.

15.11 Leveraging Funds. For program sustainability, CONTRACTOR shall make all reasonable efforts to secure State of California or federal funds including, but not limited to, certain State of California programs known to both parties as County-based Medi-Cal Administrative Activities (CMAA) and Targeted Case Management (TCM) where COMMISSION funds may be properly identified and used as a required eligible funding source to draw down such other funds. CONTRACTOR agrees that funds from this Agreement shall be used to perform CMAA and TCM claimable activities and that state and federal funds received, including funds received outside the term of this Agreement, as the direct result of its leveraging efforts shall be used for sustainability of and be reinvested in CONTRACTOR's COMMISSION funded programs. In order to receive CMAA or TCM funds, CONTRACTOR shall sign and maintain an agreement for the provision of CMAA or TCM Services with the County of Orange Health Care Agency and comply with all County contracting requirements. CONTRACTOR shall not use COMMISSION funds identified as a match for another funding source for the purposes of drawing down CMAA or TCM funds. This covenant shall survive the termination or expiration of this Agreement and shall be actionable at law or in equity by COMMISSION against CONTRACTOR and its successors in interest.

15.12 PROGRAM FEES

15.12.1 The parties agree that the following guidelines apply in the event fees of any amount are charged by CONTRACTOR to COMMISSION's target population of Orange County's children ages prenatal to five years and their families ("Program Participants") for any service(s) provided under this Agreement.

15.12.2 CONTRACTOR shall not charge fees to COMMISSION's Program Participants prior to obtaining ADMINISTRATOR's acknowledgement in writing.

15.12.3 CONTRACTOR shall advise each COMMISSION Program Participant that fees may be charged and shall notify the Program Participant of any such fees prior to rendering services.

15.12.4 CONTRACTOR shall advise each COMMISSION Program Participant that all fees will be waived if the Program Participant indicates an inability to pay and CONTRACTOR shall waive all fees if the Program Participant is unable to pay.

15.12.5 CONTRACTOR shall not deny services to any COMMISSION Program Participant for any reason, including Program Participant's inability to pay for services.

15.12.6 A full accounting of all fees charged and collected shall be documented by CONTRACTOR and shall be provided to ADMINISTRATOR upon request. At no time is CONTRACTOR permitted to collect fees for any purpose other than to continually provide services identified in this Agreement.

15.12.7 All fees collected shall be fully accounted for and included in CONTRACTOR's Fiscal Audit as described in Paragraph 14.1 of this Agreement.

16. OVERPAYMENTS. Any payment(s) made by COMMISSION to CONTRACTOR in excess of that to which CONTRACTOR is entitled under this Agreement shall be immediately due to COMMISSION and repaid by CONTRACTOR. CONTRACTOR shall make repayment on any overpayment within thirty (30) days of COMMISSION's request. CONTRACTOR agrees to pay all fees and costs, including attorneys' fees, incurred by COMMISSION necessary to enforce the provisions set forth in this Agreement.

16.1 Offset Permitted. In the event an overpayment has been made or exists, ADMINISTRATOR may reconcile and offset the amount of the overpayment against the next installment payment due or against the final invoice amount due and to be paid, as elected in the sole discretion of ADMINISTRATOR. In the event the overpayment exceeds the final payment, the amount is immediately due and payable, and CONTRACTOR shall pay COMMISSION the sum within five (5) days of written notice from ADMINISTRATOR. Nothing in this Agreement shall be construed as limiting the remedies of COMMISSION in the event that an overpayment has been made.

16.2 Offset Permitted under Subsequent Renewal or Other Pending Contract. COMMISSION's Strategic Plan is implemented through funding of various initiatives and certain contractors/funding recipients are and have been awarded multiple or renewed funding for services related to or comparable to the Services provided under this Agreement. CONTRACTOR agrees that if this Agreement is either (i) a renewal contract related to prior funding to CONTRACTOR for services comparable to the Services, or (ii) CONTRACTOR has one or more other contracts pending with COMMISSION with a term or terms concurrent in whole or in part with this Agreement, then in the event an overpayment has been made or exists under this Agreement ADMINISTRATOR may reconcile and offset the amount of the overpayment against monies payable under the renewal contract or other contract pending with COMMISSION.

17. RECORDS

17.1 Maintain Complete Books and Records. CONTRACTOR shall keep the books and records as shall be necessary relating to the Services so as to enable ADMINISTRATOR to evaluate the cost and the performance under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with Generally Accepted Accounting Principles (GAAP). ADMINISTRATOR, COMMISSION, and their staff, general legal counsel, and other COMMISSION

consultants, as approved by ADMINISTRATOR, shall have full and free access to all books and records of CONTRACTOR and any Subcontractor arising out of this Agreement, at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from the records.

17.1.1 CONTRACTOR shall prepare and maintain accurate and complete financial records of its business operations and in particular all records related to the Services. Financial records shall be retained by CONTRACTOR for a minimum of three (3) years from the date of payment on the final invoice submitted by CONTRACTOR to ADMINISTRATOR under this Agreement or three (3) years after all pending audits are completed, whichever is *later*.

17.2 Separation of Accounts. All funds received by CONTRACTOR from COMMISSION pursuant to this Agreement shall be maintained in an account in a federally insured banking or savings and loan institution with record keeping of the accounts maintained pursuant to reasonable and prudent business practices. CONTRACTOR is not required to maintain separate depository accounts for funds; provided however, CONTRACTOR must be able to account for receipt, obligation, and expenditure of all COMMISSION funds.

17.3 Form of Records. CONTRACTOR may retain records in any reasonable and customary format as mutually determined in writing between CONTRACTOR and ADMINISTRATOR. The following forms of records are acceptable and pre-approved between the parties:

(a) original hard copies;

(b) information may be saved/retained electronically in a readily retrievable basis through a Microsoft Word™ 2007 or comparable or compatible format in accordance and consistent with standard business practices, customs, and records retention procedures of businesses in Orange County, California;

(c) financial data and other spreadsheet information may be saved/retained electronically in a readily retrievable basis through a Microsoft Excel™ or comparable or compatible format in accordance and consistent with standard business practices, customs, and records retention procedures of businesses in Orange County, California; or

(d) other technology for maintaining and transmitting records as approved in advance by ADMINISTRATOR.

17.4 Release of Records. The records of Services, data, surveys, drawings, specifications, reports, records, documents, evaluation reports, and other materials prepared by CONTRACTOR in the performance of this Agreement shall not be released publicly without the prior written approval of ADMINISTRATOR or as required by law. CONTRACTOR shall not disclose any information regarding the activities of COMMISSION, except as required by law or as authorized by ADMINISTRATOR.

17.5 Ownership of Records. Specialized methodology, formulae, software programs of CONTRACTOR and other intellectual processes which have been specifically designed and developed by CONTRACTOR and which were not funded by or assisted in the development by COMMISSION or its agents which shall be deemed proprietary in nature and shall be and remain the proprietary property of CONTRACTOR. All other documents, information, software, and intellectual property

and records, including, without limitation, the originals of all drawings, specifications, reports, records, data, surveys, documents, and other materials, whether in hard copy or electronic form, which are prepared by CONTRACTOR, its employees, Subcontractors, or agents in the performance of this Agreement, are and shall remain the property of COMMISSION and shall be delivered to ADMINISTRATOR, as appropriate, upon the termination of this Agreement or upon the earlier request of ADMINISTRATOR. CONTRACTOR shall have no right to further contracts, additional employment or employees, or additional compensation of whatever kind or nature as a result of the exercise by COMMISSION of its full rights of ownership of the documents and materials under this Agreement. CONTRACTOR may retain copies of the documents and materials for its own use, but shall not enter into any contract or license for use or for payment of the documents. CONTRACTOR shall cause each Subcontractor to assign to COMMISSION any documents or materials prepared by it. In the event CONTRACTOR fails to secure the assignment, CONTRACTOR shall indemnify COMMISSION for all damages suffered by the failure to obtain the assignment. COMMISSION agrees that, if necessary, it will undertake reasonable and appropriate steps to maintain the proprietary nature of CONTRACTOR's proprietary property, except as may be required by applicable laws.

17.6 Inspection and Access to Records. ADMINISTRATOR and any authorized COMMISSION representatives, any authorized representatives of the State of California, and any authorized representatives of First 5 California shall have access to CONTRACTOR's records for the purpose of monitoring performance and provision of the Services pursuant to this Agreement. CONTRACTOR shall make available its records within the borders of Orange County within ten (10) days after receipt of written demand by ADMINISTRATOR. In the event CONTRACTOR does not make available its records within the borders of Orange County, CONTRACTOR agrees to pay all necessary and reasonable direct and indirect expenses incurred by COMMISSION or COMMISSION's designee(s) necessary to obtain CONTRACTOR's records.

18. PATENT AND COPYRIGHT INFRINGEMENT.

18.1 In lieu of any other warranty by COMMISSION or CONTRACTOR against patent or copyright infringement, statutory or otherwise, it is agreed that CONTRACTOR shall defend at its expense any claim or suit against COMMISSION on account of any allegation that any item furnished under this Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U. S. letters patent or copyright, and CONTRACTOR shall pay all costs and damages finally awarded in any such suit or claim, provided that CONTRACTOR is promptly notified in writing of the suit or claim and given authority, information, and assistance at CONTRACTOR's expense for the defense of same. CONTRACTOR will not indemnify COMMISSION if the suit or claim results from: (1) COMMISSION's alteration of a deliverable, such that said deliverable in its altered form infringes upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by CONTRACTOR when such use in combination infringes upon an existing U.S. letters patent or copyright.

18.2 CONTRACTOR shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof. CONTRACTOR shall not be obligated to indemnify COMMISSION under any settlement made without CONTRACTOR's consent or in the event COMMISSION fails to cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at CONTRACTOR's expense. If the use or sale of said item is enjoined as a result of such suit or claim, CONTRACTOR, at no expense to COMMISSION, shall obtain for

COMMISSION the right to use and sell said item, or shall substitute an equivalent item acceptable to COMMISSION and extend this patent and copyright indemnity thereto.

19. CONTRACTOR OBLIGATION TO PROVIDE DATA FOR COMMISSION's EVALUATION AND CONTRACTS MANAGEMENT SYSTEM.

19.1 Evaluation and Contracts Management System. Services under this Agreement include tracking service data related to client outcomes about Orange County children from prenatal through age five in furtherance of the goals and objectives of COMMISSION's Strategic Plan adopted pursuant to the Act. CONTRACTOR acknowledges and agrees that as a part of the integrated data structure of the evaluation and contract management system in its performance under this Agreement, there may be individual client-shared core data elements. It is the responsibility of each funding recipient, including CONTRACTOR, to participate in the evaluation and contract management system using the COMMISSION Confidentiality and Data Sharing Protocol. CONTRACTOR agrees it shall cooperate with COMMISSION, ADMINISTRATOR, and COMMISSION's designated contractor/consultant for its evaluation and contract management system and other information technology contractors; it shall provide data to COMMISSION's designated contractor/consultant for its evaluation and contract management system; and it shall utilize the evaluation and contract management system, or other data system, as elected by COMMISSION and its ADMINISTRATOR in their sole discretion, for reporting data related to or created by the Services provided under this Agreement in order for COMMISSION to track, analyze, and evaluate all services provided by CONTRACTOR and each and all of COMMISSION's funding recipients. The level of participation with the evaluation and contract management system required by CONTRACTOR shall be determined by ADMINISTRATOR.

19.1.1 CONTRACTOR acknowledges and agrees that as a part of the integrated data structure of the evaluation and contract management system in its performance under this Agreement, there shall be project-level reporting to COMMISSION with respect to CONTRACTOR's work plan through the evaluation and contract management system's Administrative Management Module ("AMM"), and, in some instances, through the evaluation and contract management system's Client Level Data Module ("CLDM"), as set forth in the Work Plan, Exhibit A-1. CONTRACTOR agrees to participate in AMM, and, if applicable to the Services to CLDM, and to cooperate with COMMISSION, ADMINISTRATOR, and COMMISSION's designated contractor/consultant for its evaluation and contract management system and other information technology contractors. CONTRACTOR shall provide data to COMMISSION's designated contractor/consultant for its evaluation and contract management system, utilize the AMM, and, if applicable, provide data of Services to CLDM, for reporting data related to or created by the Services provided under this Agreement in order for COMMISSION to track, analyze, and evaluate all Services provided by CONTRACTOR and each and all of COMMISSION's funding recipients.

19.2 Confidentiality. Nothing in the above provisions relating to collection and reporting to the evaluation and contracts management system shall require CONTRACTOR to release or disclose confidential health data or other patient identification which is expressly protected from disclosure by applicable federal and state laws; provided however, any applicable exception set forth in applicable federal or state laws which permits disclosure by CONTRACTOR to COMMISSION of health or other data shall require disclosure by CONTRACTOR to COMMISSION and ADMINISTRATOR in order to input to the evaluation and contracts management system.

20. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS. To the extent any intellectual property, tangible or intangible, is developed, created, or modified with the monies provided by COMMISSION under this Agreement, or is otherwise separately funded by COMMISSION under other projects, programs, contracts, or agreements and utilized by CONTRACTOR under this Agreement, COMMISSION does and shall own all right, title and interest (including patent rights, copyrights, trade secret rights, and other intellectual property rights throughout the world) relating to any and all the inventions (whether or not patentable), works of authorship, designs, know-how, ideas, and information made or conceived or reduced to practice, in whole or in part, by CONTRACTOR pursuant to the scope of Services provided by CONTRACTOR to COMMISSION under this Agreement (collectively the "Inventions"). CONTRACTOR agrees it shall promptly disclose all Inventions to COMMISSION. CONTRACTOR agrees to make all assignments and execute the legal documents necessary to accomplish the ownership and control for the benefit of COMMISSION. CONTRACTOR shall further assist COMMISSION, at COMMISSION's expense, to further evidence, record, and perfect the assignments and documentation, and to perfect, obtain, maintain, enforce, and defend any rights relating to the Inventions. CONTRACTOR irrevocably designates and appoints COMMISSION as its agent to lawfully perfect ownership and control of the Inventions (and if legally required for force and effect in order to perfect the ownership and control of the Inventions as its attorney-in-fact). As agent, COMMISSION may act for and on CONTRACTOR's behalf to execute and file any document and to do all other lawfully permitted and required acts to effect the ownership and control of the Inventions. If CONTRACTOR uses, provides, or discloses any of the Inventions when acting within the scope of CONTRACTOR's performance of Services or otherwise on behalf of COMMISSION, COMMISSION will have and CONTRACTOR grants COMMISSION a perpetual, irrevocable, worldwide royalty-free, non-exclusive, sublicensable right and license to exercise all rights to the Inventions.

21. COPYRIGHT ACCESS. COMMISSION, the County of Orange, the State of California, and First 5 California shall have a royalty-free, nonexclusive, and irrevocable license to publish, translate, or use all material and work product (both tangible and intangible), if any, developed under this Agreement including those materials covered by copyright.

22. NOTICES

22.1 Method and Form of Notice. Unless otherwise specified, all formal notices, invoices, claims, correspondence, or reports shall be addressed as follows:

COMMISSION: **Children and Families Commission of Orange County**
Contracts Manager
1505 E. 17th Street, Suite 230
Santa Ana, CA 92705

CONTRACTOR: See Exhibit A

All notices shall be deemed effective when in writing and personally delivered or deposited in the United States mail, express, priority, or first class, postage prepaid and addressed as above. ADMINISTRATOR and CONTRACTOR may mutually agree in writing to change the addresses to which notices are sent.

22.2 Advisory Notices Required. Notwithstanding the provisions of this Agreement relating to Claims, CONTRACTOR shall notify COMMISSION, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature which may expose COMMISSION to liability. These occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or damage to any COMMISSION property in possession of CONTRACTOR.

23. RIGHTS OF TERMINATION

23.1 Termination for Convenience Prior to Expiration of Term.

23.1.1 COMMISSION may terminate this Agreement for its convenience at any time upon fifteen (15) days' written notice to CONTRACTOR. Upon receipt of a notice of termination for convenience, CONTRACTOR shall immediately cease performance under this Agreement, including all Services, except the Services that may be specifically approved by ADMINISTRATOR. CONTRACTOR shall be entitled to compensation for that part of the Services rendered prior to receipt of the notice of termination and for the part of the Services authorized by ADMINISTRATOR after the notice in accordance with the Project Budget, Exhibit B, or other arrangement for compensation as may be approved by the ADMINISTRATOR in writing.

23.2 Termination for Cause Due to Default of CONTRACTOR. COMMISSION reserves the express right to terminate this Agreement for cause due to the default, as defined in Paragraph 24, by CONTRACTOR in its performance obligations under this Agreement. In the event of termination, CONTRACTOR shall immediately cease performance and provision of Services as of the date the notice of default is received or deemed received, whichever occurs earlier. COMMISSION may take over the work and prosecute the same to completion by contract or otherwise. CONTRACTOR shall be liable to the extent that the total cost for completion of the Services required by this Agreement exceeds the compensation stipulated in this Agreement, provided that COMMISSION shall use reasonable efforts to mitigate damages. COMMISSION expressly reserves the right to withhold any outstanding payments to CONTRACTOR for the purpose of set off or partial payment of the amounts owed COMMISSION as previously set forth in this Agreement.

24. DEFAULT

24.1 Default by CONTRACTOR. Failure by CONTRACTOR to perform or comply with any provision, covenant, or condition of this Agreement shall be a default of this Agreement. In addition to immediate termination as set forth above in Paragraph 23.2 and any other remedies available at law, in equity, or otherwise specified in this Agreement, ADMINISTRATOR, in his or her sole discretion, may elect any or all of the following:

24.1.1 Afford CONTRACTOR a time period of fifteen (15) days from the date notice is mailed to cure the default, or to commence to cure the breach and diligently pursue to completion the cure of the breach within thirty (30) days of date notice is mailed;

24.1.2 Discontinue payment and eligibility for payment to CONTRACTOR for and during the period in which CONTRACTOR is in breach, which payment may not be entitled to later recovery;

24.1.3 Offset against any funds invoiced by CONTRACTOR but yet unpaid by COMMISSION those monies disallowed pursuant to the above offset authority; and

24.1.4 Withhold from any monies payable to CONTRACTOR sufficient funds to compensate COMMISSION for any losses, costs, liabilities, or damages it reasonably believes were suffered by or have been incurred by COMMISSION due to the default of CONTRACTOR in the performance of the Services required by this Agreement.

25. REVERSION OF ASSETS

25.1 Unencumbered or Unexpended Funds. Upon the termination or expiration of the term of this Agreement, CONTRACTOR shall transfer to COMMISSION any unexpended and unencumbered COMMISSION funds on hand at the time of the termination or expiration and any accounts receivable attributable to the use of subject funds.

25.2 Real or Personal Property Assets. Any real property or moveable or immovable personal property under CONTRACTOR's control or ownership that was acquired or improved in whole or in part with COMMISSION funds disbursed under this Agreement, the original cost of the property exceeded five thousand dollars ($5,000) shall either be, at the election of ADMINISTRATOR: (1) used by CONTRACTOR for the Services or comparable services meeting the purposes of the Act and Strategic Plan for a period of five (5) years after termination or expiration of this Agreement, unless a longer period is specified in the Project Summary, Exhibit A; or (2) disposed of and proceeds paid to COMMISSION in a manner that results in COMMISSION being reimbursed in the amount of the fair market value at the time of termination or expiration of this Agreement (assuming depreciation in accordance with customary business practices) of the real or personal property less any portion of the value attributable to CONTRACTOR's out of pocket expenditures using non-COMMISSION funds for acquisition of, or improvements to, the real or personal property and less any direct and reasonable costs of disposition, including a reasonable and customary broker's fee incurred in listing and completion of sale of the asset.

25.2.1 In furtherance of the above provisions, if ADMINISTRATOR selects continued use of the capital asset, then CONTRACTOR agrees that it shall be subject to an ongoing operating and use covenant relating to the subject real or personal property. This covenant shall survive the termination or expiration of this Agreement and shall be actionable at law or in equity by COMMISSION against CONTRACTOR and its successors in interest.

25.2.2 In the event ADMINISTRATOR selects disposition of the subject real or personal property, then CONTRACTOR shall exercise due diligence to dispose of the property in conformity with applicable laws and regulations and in accordance with customary business practices. The net proceeds of the disposition shall be disbursed directly to and be payable to COMMISSION upon the close of the applicable disposition transaction, such as close of escrow for the sale of real property, transfer of motor vehicle "pink slip" in accordance with applicable California Vehicle Code requirements, or completion of sale of personal property by bill of sale in accordance with UCC requirements.

26. COUNTERPARTS. This Agreement may be executed in several counterparts, all of which shall constitute but one and the same instrument. Faxed or electronically scanned signatures shall have the same force and effect as an original signature.

27. FORCE MAJEURE

Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, COMMISSION and CONTRACTOR have caused this Agreement to be effective in the County of Orange, State of California, on the date first above written.

COMMISSION

CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY, a public body and legal public entity

Dated: _____

By:_____
Chair

SIGNED AND CERTIFIED THAT A COPY
OF THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIR OF COMMISSION

By:_____
Robin Stieler
Clerk of the Commission

Dated: _____

APPROVED AS TO FORM:

WOODRUFF, SPRADLIN & SMART

By:_____
James M. Donich, Commission Counsel

[Signature block for CONTRACTOR on next page.]

[Signature block continued from previous page.]

CONTRACTOR

_____ SCHOOL DISTRICT, a California public school district, organized and existing under the laws of the State of California

Dated: _____

By:_____
Edmond T. Heatley, Ed.D., Deputy Superintendent, Administrative Services

EXHIBIT A

PROJECT SUMMARY

SANTA ANA UNIFIED SCHOOL DISTRICT
Agreement # FCI-SD3-22
School District Services
Term: July 1, 2017 through June 30, 2020

1. FUNDING RECIPIENT

Santa Ana Unified School District
a California Public School District
1601 East Chestnut Avenue
Santa Ana, CA 92701

Contact:	Keely Orlando, Early Childhood Education Coordinator, 714-431-7542, keely.orlando@sausd.us
Work Plan and Data Entry Contact:	Veronica Berber, Early Learning Specialist, 714-431-7592, veronica.berber@sausd.us
	Juanita Grubbs, Data Entry Technician, 714-431-7580, juanita.gurbbs@sausd.us
	Juanita Stefun, School Readiness Nurse, 714-431-7594, juanita.stefun@sausd.us
	Karen Loftus, School Readiness Nurse, 714-431-7587, karen.loftus@sausd.us
Invoices/Documentation Contact:	Dorothy Hinshaw, Budget Clerk, 714-558-5882, dorothy.hinshaw@sausd.us

Designated Level of Data Reporting: **AMM and CLDM**

Signatories: Edmond T. Heatley, Ed.D., Deputy Superintendent, Administrative Services 714-558-5895, Stefanie.phillips@sausd.us

2. BACKGROUND

The Commission has invested in school readiness since 2000 to provide early care and education opportunities to meet critically important early childhood development needs and maximize potential and success in school; and, since 2004 the Commission has invested in the School Nurse Initiative to provide direct nursing care to ensure healthy and safe school environments, and promote community involvement in children's health services for all Orange County's children through age five (5).

3. PURPOSE AND SCOPE OF WORK

CONTRACTOR shall provide component Services described in Exhibit A to achieve the outcomes described in the Work Plan, Exhibit A-1, within the funding limitations of the Project

Budget, Exhibit B, and the staffing described in Attachment 1 to Exhibit B. In each component, CONTRACTOR shall:

Work within CONTRACTOR's protocols for the implementation of the project.

Regularly communicate and document the goals and progress, and participate in training opportunities provided through this Agreement.

Participate in regularly scheduled business meetings scheduled by CONTRACTOR for the purpose of program planning, technical assistance, sharing of best practices, development of referral resources and identification of resource needs and gaps for future project planning and improvements and implementation of strategies identified in this Agreement.

Prior to the 10th of each month, enter the previous month's project milestone progress into COMMISSION's data reporting and collection system, report in AMM and CDOM levels, and utilize the system to report monthly.

3.1 <u>EARLY LEARNING SPECIALIST</u>

3.1.1 Assign a qualified Early Learning Specialist (ELS) to be responsible for the services described in Attachment 1 to Exhibit B (the Staffing Table) to this Agreement. The qualified ELS is deemed someone with the expertise to execute the Scope of Work, serve as the main contact for the agreement, and responsible for executing the assigned duties.

3.1.2 Identify the needs of families in their communities, work with other Early Learning Specialists throughout the county to identify priority needs of families, and develop strategies to help children enter school ready to learn.

3.1.3 Build relationships to ensure communication with outside agencies (including private and faith-based programs) providing early care and education, early intervention, health, and family support services to children 0 – 5; with parents of children 0 – 5 not yet participating in the local school district's activities; and with district early primary teaching staff.

3.1.4 Act as an advocate within the school district to promote the importance and benefits of early learning for children's school success, including ensuring District administrators understand the COMMISSION'S Early Learning goals and progress.

3.1.5 Develop and implement a Sustainability Plan for Early Learning within the school district. As part of plan implementation, seek to draw or channel additional funds for early learning programs from all available revenue sources including but not limited local, state and federal funding (e.g., Local Control Accountability Plan, grants, foundations, fee for service, and other state or federal funds distributed to school districts).

3.1.6 As part of the Sustainability Plan, develop a written transition strategy for maintaining services in preparation for Fiscal Year 2019/20-21.

3.1.7 Implement evidence-based early math/Science, Technology, Engineering and Math (STEM), and literacy-related programs or activities in the District's early learning programming.

3.1.8 Participate in professional development opportunities including the areas of early math and STEM.

3.1.9 Implement early intervention services to address speech and language delays prior to school entry, for example, training parents on communication norms, delays, strategies and informing them of related resources including written materials and online support.

3.1.10 As resources are available within the local community, provide support for drop-in, family-focused early learning programs (e.g., Learning Link).

3.1.11 Provide school readiness information and materials to parents and early education providers (including private and faith-based programs through workshops, trainings, and paper or electronic distributions.

3.1.12 Ensure that children with special needs are able to participate in district and community school readiness and early learning programs.

3.1.13 Create and implement a plan to capture preschool student data into District's student data collection system; and maintain a protocol for transferring relevant student health and development information between the early care setting and the public school kindergarten teachers.

3.1.14 Participate in topical forums as needed for the purpose of receiving technical assistance, the exchange of information related to best practices, and development of referral resources for future project planning and improvements.

3.1.15 Strengthen planning linkages, communication, learning and referrals among COMMISSION funded programs, community agencies, and county-wide networks including private and faith-based programs.

3.1.16 Coordinate outreach efforts to educate the community including private and faith-based programs regarding best practices for early care, early childhood development issues, available programs and services, district readiness expectations, and Kindergarten Content Standards.

3.1.17 Promote collaboration among and between the kindergarten through grade 12 educational systems and the early care and education community for the purpose of increasing awareness of district expectations, developing a common mechanism for measurement, and supporting the development of optimum transitions from one provider system to the other.

3.1.18 Participate in the Early Development Index (EDI) at one of the following levels:

3.1.18.1 Planning for implementation of future EDI cycles.

3.1.18.2 Administer EDI as scheduled in kindergarten classrooms within the district.

3.1.18.3 Incorporate EDI data into local community and district planning efforts, for the purpose of:

- Develop community partnerships to increase familiarity and use of EDI, guide project development, and generate in-depth internal discussion. Activities may include parent presentations and community partner meetings for the purpose of analyzing and discussing the results of the data.
- Use EDI data to support the inclusion of early learning activities in the district LCAP.

3.1.19 Develop a strategic plan to increase investments in Early Learning based on EDI results.

3.1.20 Promote a countywide agenda for young children.

3.1.21 Develop connections with private preschools and family care; and use data to evaluate long term outcomes and coordinate services with k-12 systems.

3.2 DISTRICT SCHOOL READINESS NURSE

3.2.1 Recruit and/or maintain 2.5 Full Time Equivalent (FTE) District School Readiness Nurse positions as identified in Attachment 1 to Exhibit B to this Agreement. The purpose of the District School Readiness Nurses is to expand access to healthcare for children through age 5 served within district boundaries including special populations, local early care and education providers and children transitioning to religious and private schools. The District School Readiness Nurses shall be knowledgeable in the areas of prevention, early identification and treatment of health problems, disease and disorders; and promoting lifelong health and health practices in children through age 5 and their families within the district boundaries.

3.2.2 Minimum Qualifications: Licensed Registered Nurse with a valid California School Nurse Services Credential or a Licensed Registered Nurse with a Preliminary School Nurse Credential with enrollment in a School Nurse Credential Program, certified in first aid and CPR; knowledgeable of current federal and state laws and regulations regarding the children through age 5 population and health constraints including HIPAA, FERPA, Education Codes, Title 22 regulations, and the Nursing Practice Act.

3.2.3 Use additional funds allocated to each CONTRACTOR for the administrative costs that may be associated with implementing the project, as identified on Exhibit B of this Agreement.

3.2.4 District School Readiness Nurses shall:

3.2.4.1 Regularly assess the needs of families in their communities, meet and work with their district's Early Learning Specialist and the District Coordinating Nurse on a regular basis; consult with local elementary school districts; consult with American Academy of Pediatrics and Public Health Nurses, and offer services to faith-base and private preschools to identify priority needs of families; and develop strategies to help children enter school healthy and ready to learn.

3.2.4.2 Build relationships to ensure communication with; outside agencies providing health care and early care and education to young children; with parents of young children who have yet to participate in their local school districts, as well as with district early primary teaching staff and relevant project staff.

3.2.4.3 Fulfill activities and submit deliverables by the timeline established by COMMISSION, CONTRACTOR, ADMINISTRATOR and CONTRACTOR'S Superintendent.

3.2.4.4 Complete additional tasks as identified on Exhibit A-1 to this Agreement.

3.2.5 The Parties agree that a minimum of ninety percent (90%) of CONTRACTOR's Maximum Allocation for School Nurse services as described in Attachment 8A to Agenda Item 1 approved at the May 4, 2011 COMMISSION hearing shall be used exclusively for salary and benefits.

3.2.6 Partner with COMMISSION to perform in-depth analysis of current SRN scope of work and assist in identifying any scope adjustments needed for optimal program functioning.

4. ATTACHMENTS TO EXHIBIT B

4.1 Staffing

5. WAIVERS/AMENDMENTS TO AGREEMENT

None.

6. INVOICING/PAYMENT ELECTIONS

As of the Date of Agreement, the Parties mutually agree to the following invoicing/payment elections. Notwithstanding anything to the contrary and provided that any modifications to these elections do not alter the overall goals and basic purpose of the Agreement, and provided these modifications do not increase COMMISSION's Maximum Payment Obligation during the term of the Agreement, ADMINISTRATOR and CONTRACTOR may, in accordance with the authority described in Section 2.2 of this Agreement; make future modifications to the following invoicing/payment elections.

6.1 Initial Payment. The Parties do not anticipate an Initial Payment request as described in Paragraph 15.2 of this Agreement.

6.2 Billing/Payment Interval. The Parties agree that the interval for Billing and/or Payment for this Agreement as described in Paragraph 15.4 is quarterly.

6.3 Retention Timing. The Parties agree an amount equal to ten percent (10%) of each quarterly invoice attributable and allocable to Services ("Retention Amount") as described in Paragraph 15.8 shall be withheld by COMMISSION through ADMINISTRATOR pending the timely and successful completion and performance of each Fiscal Audit for the Services as described in Paragraph 14 of this Agreement.

EXHIBIT A-1
Early Learning Specialist Work Plan Template

Date of Draft: 4/3/2017
Commission Lead: Cinda Muckenthaler
Work plan template approved by: Sharon Boles, Ph.D., Evaluation Manager, 4/4/2017
Work plan approved by: Sharon Boles, Ph.D., Evaluation Manager, 4/4/2017

Organization / Collaborative Name	Project Name	Work Plan Contact Name	Contact's Phone and Email	Contract Number
Santa Ana Unified School District	Early Learning Specialist	Keely Orlando	714-431-7542 Keely.orlando@sausd.us	FCI-SD3-22

Project Abstract (a short description of the project):

Provide early care and education opportunities to meet critically important childhood development needs and maximize potential and success in school.

General Instructions

- Monthly service update: Update ALL services every month whether or not you have provided a service during that month. Enter the number of New Clients and Repeat Clients (if applicable) and Services for each service on your work plan.
- New Clients: All clients are new starting July 1, 2017; this includes clients who were already in the program prior to July 1. Clients are reported as New in their first month, and are repeated as Repeat (if applicable) in subsequent months.
- Monthly Service Counts: Enter aggregate data each month under Monthly Service Counts for children 0-5, parent/guardians and providers.
- Multiple services updates in one month: if you are updating a service more than one time in a month, please include a note in the update that this is the second (or third) update and the reason for the multiple updates.

Goal 1. HEALTHY CHILDREN

Outcome	Indicator	Objective	Milestone	Program Data Type	Target #	Start Date	End Date	Instructions
HC.4 Increased percent of children growing up in healthy and safe environments	Specialty Care	HC.4.4 Increase the number of medically fragile infants or children with chronic and disabling conditions who receive specialty medical and/or behavioral health services	HC.4.4.8a Parents receive speech and language services	Parents	300 unduplicated parents	7/1/17	6/30/18	**Parents**: # of parents new in first month of service, repeat in subsequent months of service. **Services:** Total number of parent contacts (total # of parents multiplied by the number of speech and language sessions each attended) **Notes:** Describe services provided Not required to use any specific method to meet this milestones.

Date of Draft: 4/3/2017
Commission Lead: Cinda Muckenthaler
Work plan template approved by: Sharon Boles, Ph.D., Evaluation Manager, 4/4/2017
Work plan approved by: Sharon Boles, Ph.D., Evaluation Manager, 4/4/2017

Goal 2. STRONG FAMILIES

Outcome	Indicator	Objective	Milestone	Program Data Type	Target #	Start Date	End Date	Instructions
SF.4 Increased access to and availability of family support services and resource	Behavioral Health Services	SF.4.2 Reduce gap between children referred for behavioral health conditions and those getting services	SF.4.2.2 Providers are educated to increase awareness and identification of behavioral health issues for children 0-5	Provider	50 unduplicated providers	7/1/17	6/30/18	**Providers**: Clients are "new" to this service in month where first receiving this service and repeat in subsequent months until the service ends for fiscal year. **Services**: Total # of provider trainings on child behavioral health issues **Notes:** Describe services provided in relation to behavior health strategies in classrooms

Goal 3. EARLY LEARNING

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
EL.1 Increased all children's developmental skills* to be proficient learners in school *early literacy/ numeracy, self-regulation, social expression, and self-care and motor skills	Children Being Read To By Parents/ Caregivers	EL.1.1 Increase to 95% the proportion parents who read to their child regularly (3+ times week)	EL.1.1.2.a Parents participate in a program designed to increase the frequency of reading at home	Parent	1,000 unduplicated parents	7/1/17	6/30/18	**Parents**: # of parents new in first month of service, repeat in subsequent months of service. **Services:** Total number of parent contacts (total # of parents multiplied by the number of reading sessions each attended) **Notes:** Describe services provided
EL.1 Increased all children's developmental skills* to be proficient learners in school	Children Being Read To By Parents/ Caregivers	EL.1.1 Increase to 95% the proportion parents who read to their child	EL.1.1.3b Parents receive literacy information/	Parent	100 unduplicated parents	7/1/17	6/30/18	**Parents**: # parents who received literacy assistance (Due to difficulty of tracking individual parents, always report as New)

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Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
*early literacy/ numeracy, self-regulation, social expression, and self-care and motor skills		regularly (3+ times week)	assistance at community events.					**Services**: # of community events **Notes**: Brief description of community events and services provided **Community Resource Fair**
EL.1 Increased all children's developmental skills* to be proficient learners in school *early literacy/ numeracy, self-regulation, social expression, and self-care and motor skills	Children Being Read To By Parents/ Caregivers	EL.1.2 Increase to 100% the proportion of families with 10+ of books in the home	EL.1.2.1 Books distributed to children	Books	1,500 Books	7/1/17	6/30/18	**Services:** # of books distributed in month reporting **Notes:** Brief description of distribution
EL.1 Increased all children's developmental skills* to be proficient learners in school *early literacy/ numeracy, self-regulation, social expression, and self-care and motor skills	Literacy Proficiency	EL.1.3 75% of typically developing children are effective learners in literacy	EL.1.3.1 Children participating in early literacy programs	Children 0-5	1,000 unduplicated children	7/1/17	6/30/18	**Children**: # of children new in first month of service, repeat in subsequent months of service. **Services:** Total number of child contacts (total # of children multiplied by the number of reading sessions/programs each attended) **Notes:** Describe services provided,
EL.2 Increased quality of early care and education	Early Care and Education Availability	EL.2.2 Increase the number of children receiving quality early care and education services so they are better prepared to succeed in school	EL.2.2.2a Parents participate .in a drop-in, family-focused early learning program (i.e., Learning Link) OPTIONAL	Parents	20 unduplicated parents	7/1/17	6/30/18	**Parents**: # of parents new in first month of service, repeat in subsequent months of service. **Services:** Total number of parent contacts (total # of parents multiplied by the number of family-focused early learning sessions each attended) **Notes:** Describe services provided. In first entry, please describe staffing, hours of operation, number of days

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Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
								open. If information changes, please reflect changes in notes.
EL.2 Increased quality of early care and education	Early Care and Education Availability	EL.2.2 Increase the number of children receiving quality early care and education services so they are better prepared to succeed in school	EL.2.2.2b Children participate in a drop-in, family-focused early learning program (i.e., Learning Link) OPTIONAL	Children 0-5	20 unduplicated children	7/1/17	6/30/18	**Children**: # of children new in first month of service, repeat in subsequent months of service. **Services:** Total number of child contacts (total # of children multiplied by the number of family-focused early learning sessions each attended) **Notes:** Describe services provided. In first entry, please describe staffing, hours of operation, number of days open. If information changes, please reflect changes in notes.
EL.3 Increased early educator, parent and caregiver knowledge and skills to promote children's readiness for school	Parent Knowledge of School Readiness	EL.3.1 Increase parents' knowledge and involvement in preparing children for school.	EL.3.1.1 Parents receive tools, resources, information and/or training needed to transition their child to school	Parent	1,000 unduplicated parents	7/1/17	6/30/18	**Parents**: # of parents new in first month of service, repeat in subsequent months of service. **Services**: Total # of services provided (total # of parents multiplied by the number tools, resources or information provided each received during the month reported) **Notes**: Brief description of services provided.
EL.3 Increased early educator, parent and caregiver knowledge and skills to promote children's readiness for school	Provider Knowledge of School Readiness	EL.3.2 Increase provider's knowledge and involvement in preparing children for school	EL.3.2.1 Participate in EDI at one of the following levels: planning for future	Activities	10 Activities	7/1/17	6/30/18	**Services**: # of activities that are accomplished throughout the school year **Notes**: Brief description of activities including planning and/or

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
			implementation; implementing EDI; or incorporating EDI data in planning efforts.					implementation events throughout the year
EL.4 Improved transitions of children entering Kindergarten and K-12 system	Transition Planning	EL.4.1 All schools in Orange County are prepared for incoming Kindergarteners	EL.4.1.1 Children visit Kindergarten classrooms prior to start of school year	Children 0-5	1,000 unduplicated children	7/1/17	6/30/18	**Children**: # of children visiting classrooms (always new) **Notes**: Brief description of planning and/or implementation events throughout the year
EL.4 Improved transitions of children entering Kindergarten and K-12 system	Transition of Records to Elementary Schools	EL.4.2 100% of children's records are transferred from early care programs to elementary schools and entered into district data systems	EL.4.2.1 Children's health and development records are transferred to their elementary school prior to entering kindergarten	Children 0-5	600 unduplicated children	7/1/17	6/30/18	**Children**: # of children whose records were transferred (always new) **Notes**: Brief description of planning and/or implementation events throughout the year
EL.4 Improved transitions of children entering Kindergarten and K-12 system	Transition of Records to Elementary Schools	EL.4.2 100% of children's records are transferred from early care programs to elementary schools and entered into	EL.4.2.3 Children entering preschool programs are assigned a unique identifier	Children 0-5	1,000 unduplicated children	7/1/17	6/30/18	**Children**: # of children assigned a unique identifier (always new) **Notes**: Update progress on assigning a unique identifier which will be transferred to the K-12 system upon completion of preschool.

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Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
		district data systems						

Goal 4. CAPACITY BUILDING

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
CB.1 Maximize all sustainability activities	Fund Development	CB.1.1 Increase resources	CB.1.1.1b Dollar amount raised from individual donations	Dollars	$1,200	7/1/17	6/30/18	**Dollars:** $'s received in month reported **Notes:** Describe fund development efforts resulting from individual donations. Include brief description of funding source(s) and how $'s are allocated to the program. Learning Link donations
CB.1 Maximize all sustainability activities	Fund Development	CB.1.1 Increase resources	CB.1.1.1d Dollar amount raised from government funds/grants	Dollars	$6,800,000	7/1/17	6/30/18	**Dollars:** $'s received in month reported **Notes:** Describe fund development efforts resulting from government funding. Include brief description of funding source(s) and how $'s are allocated to the program. Please indicate if local, State, Federal funding or combination of government sources. State Preschool/Title 1/LCAP State preschool – 5,600,000 Title 1 – 1, 000,000 QRIS Block Grant - $180,000

EXHIBIT A-1
Early Learning Specialist Work Plan Template

Date of Draft: 4/3/2017
Commission Lead: Cinda Muckenthaler
Work plan template approved by: Sharon Boles, Ph.D., Evaluation Manager, 4/4/2017
Work plan approved by: Sharon Boles, Ph.D., Evaluation Manager, 4/4/2017

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
CB.1 Maximize all sustainability activities	Fund Development	CB.1.1 Increase resources	CB.1.1.3 Develop sustainability report and communicate progress on the sustainability plan to the Commission.	Reports	1 report	7/1/17	6/30/18	**Services:** # of reports completed **Notes:** Describe monthly efforts to achieve goal. When report completed describe result.
CB.2 Increase access and efficiency, quality and effectiveness	Collaboration and Networking	CB.2.2 Improve service delivery through collaboration and networking	CB.2.2.1 Developing partnerships, coordinating and collaborating with other agencies to improve service delivery (For faith based and/or private and/or preschool programs, report activities under CB.2.2.1a)	Collaborations	15 collaborations	7/1/17	6/30/18	**Services:** # collaborations developed / # meetings attended. Count collaborations/partnerships only once but report on progress throughout the year. Do not include district committees and/or meetings **Notes**: Brief description of collaborations and partnerships.

EXHIBIT A-1
Early Learning Specialist Work Plan Template

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Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
CB.2 Increase access and efficiency, quality and effectiveness	Collaboration and Networking	CB.2.2 Improve service delivery through collaboration and networking	CB.2.2.1a Developing partnerships, coordinating and collaborating with faith based and/or private preschool school programs to improve service delivery	Collaborations	5 collaborations	7/1/17	6/30/18	**Services:** # faith based and/or private preschool program collaborations developed / # meetings attended. Count collaborations/partnerships only once but report on progress throughout the year. Do not include district committees and/or meetings **Notes**: Brief description of collaborations and partnerships.
CB.2 Increase access and efficiency, quality and effectiveness	Service Planning and Access Points	CB.2.4 Conduct service planning activities that improve access and coordination of services	CB.2.4.1 Program will develop a plan that outlines infrastructure, functions and coordination of services	Program	6 activities Coordinate with SRN #s	7/1/17	6/30/18	**Services:** # of activities completed **Notes:** Describe efforts to coordinate services with SRN and special education programs.
CB.2 Increase access and efficiency, quality and effectiveness	Professional Training and Development	CB.2.7 Provide training and administrative support to funded programs to ensure quality and results	CB.2.7.3 Provide trainings to build the capacity of the agency to increase quality	Provider	50 unduplicated providers	7/1/17	6/30/18	**Providers**: Providers are "new" to this service in month where first receiving this service and repeat in subsequent months until the service ends for fiscal year. **Services:** # of trainings **Notes:** Describe trainings provided and topics of trainings

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Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
			services (including STEM related activities)					
CB.3 Promote data to support decision making and program improvement	Program Evaluation	CB.3.1 Develop high-quality program evaluations and reporting	CB 3.1.5 Program staff will report the number of client intake records entered	Children 0-5	50 unduplicated children Coordinate with SRN #s	7/1/17	6/30/18	**Children**: Children 0-5 (new only)
CB.3 Promote data to support decision making and program improvement	Program Evaluation	CB.3.1 Develop high-quality program evaluations and reporting	CB 3.1.6 Program staff will report the number of client exit records entered for month reported	Children 0-5	50 unduplicated children Coordinate with SRN #s	7/1/17	6/30/18	**Children:** Children 0-5 (new only)

EXHIBIT A-1
School Nurse Program
Work Plan Template FCI-SD3-22

Date of Draft: 3-17-17
Commission Lead: Dian Milton
Work plan template approved by: Sharon Boles, Ph.D., Evaluation Manager, 3-20-17
Work plan approved by: Sharon Boles, Ph.D., Evaluation Manager, 3-20-17

Organization / Collaborative Name	Project Name	Work Plan Contact Name	Contact's Phone and Email	Contract Number
Santa Ana Unified School District	School Nurse Program	Karen Loftus/Juanita Stefun/Luis Gracia	Karen.Loftus@sausd.us 714-431-7587	FCI-SD3-22

Project Abstract (a short description of the project):

Expand access to health care for children prenatal through age 5 served within district boundaries including special populations, such as teen moms with children prenatal through age 5; homeless families with children prenatal through age 5; local early care and education providers; and children transitioning to all elementary schools, including private religious and private schools.

General Instructions

- Monthly service update: Update ALL services every month whether or not you have provided a service during that month. Enter the number of New Clients and Repeat Clients (if applicable) and Services for each service on your work plan.
- Update beginning and end date: For each monthly update, the beginning date is the first day of the month and the end date is the last day of the month; e.g., July 1, 2017 - July 31, 2017.
- New Clients: All clients are new starting July 1, 2017; this includes clients who were already in the program prior to July 1. Clients are reported as New in their first month, and are repeated as Repeat (if applicable) in subsequent months.
- Monthly Service Counts: Enter aggregate data each month under Monthly Service Counts for children 0-5, parent/guardians and providers.
- Multiple services updates in one month: if you are updating a service more than one time in a month, please include a note in the update that this is the second (or third) update and the reason for the multiple updates.

Goal 1. HEALTHY CHILDREN

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
HC.2 Increased percent of children receiving developmental / behavioral screenings at milestone ages with linkage to appropriate services	Health and Developmental Screenings/ Assessments	HC.2.2 Increase the proportion of children (60%) screened for developmental milestones, vision, hearing,	HC 2.2.1 Children receive developmental and/or behavioral screening using evidence-based screening tools (i.e PEDS, ASQ, ASQ-SE,	Children 0-5	600 unduplicated children	7/1/17	6/30/18	**Children**: Children are "new" to this service in month where first receiving this screening and repeat in subsequent months if rescreened. **Services**: Total # of screenings provided during the month.

		speech and language, behavior, psychosocial issues, and other special needs, and receive appropriate referrals	MCHAT, Child Behavior Checklist).					**Notes**: Brief description of screenings provided and number of children referred for follow-up assessments based on screening results
HC.2 Increased percent of children receiving developmental / behavioral screenings at milestone ages with linkage to appropriate services	Health and Developmental Screenings/ Assessments	HC.2.2 Increase the proportion of children (60%) screened for developmental milestones, vision, hearing, speech and language, behavior, psychosocial issues, and other special needs, and receive appropriate referrals	HC.2.2.2a Children receive a dental screening, including visual inspection and/or assessment by professional dental resource	Children 0-5	600 unduplicated children	7/1/17	6/30/18	**Children**: Children are "new" to this service in month where first receiving this screen and repeat in subsequent months if rescreened. **Services**: Total # of dental screenings provided during the month. **Notes**: Brief description of services provided
HC.2 Increased percent of children receiving developmental / behavioral screenings at milestone ages with linkage to appropriate services	Health and Developmental Screenings/ Assessments	HC.2.2 Increase the proportion of children (60%) screened for	HC.2.2.2b Children screened for up to date immunizations	Children 0-5	600 unduplicated children	7/1/17	6/30/18	**Children**: # children 0-5 screened for immunizations (first time and repeat). **Services**: # of immunization screenings

		developmental milestones, vision, hearing, speech and language, behavior, psychosocial issues, and other special needs, and receive appropriate referrals						**Notes**: Brief description of immunization screenings including completion of State Immunization Report (if applicable)
HC.2 Increased percent of children receiving developmental / behavioral screenings at milestone ages with linkage to appropriate services	Health and Developmental Screenings/ Assessments	HC.2.2 Increase the proportion of children (60%) screened for developmental milestones, vision, hearing, speech and language, behavior, psychosocial issues, and other special needs, and receive appropriate referrals	HC.2.2.3 Children receive vision screening using evidence-based tools (i.e., LEA, PlusOptix12, etc)	Children 0-5	600 unduplicated children	7/1/17	6/30/18	**Children**: Children are "new" to this service in month where first receiving this screen and repeat in subsequent months if rescreened. **Services**: Total # of vision screenings provided during the month. **Notes**: Brief description of services provided and number of children referred for follow-up assessment

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HC.2 Increased percent of children receiving developmental / behavioral screenings at milestone ages with linkage to appropriate services	Health and Developmental Screenings/ Assessments	HC.2.2 Increase the proportion of children (60%) screened for developmental milestones, vision, hearing, speech and language, behavior, psychosocial issues, and other special needs, and receive appropriate referrals	HC.2.2.4 Children receive hearing screening using evidence-based tools (i.e., OEA, Audiometry, Pure Tones, Tympanometry, etc)	Children 0-5	600 unduplicated children	7/1/17	6/30/18	**Children**: Children are "new" to this service in month where first receiving this screen and repeat in subsequent months if rescreened. **Services**: Total # of hearing screenings provided during the month. **Notes**: Brief description of services provided and number of children referred for follow-up assessment
HC.2 Increased percent of children receiving developmental / behavioral screenings at milestone ages with linkage to appropriate services	Health and Developmental Screenings/ Assessments	HC.2.2 Increase the proportion of children (60%) screened for developmental milestones, vision, hearing, speech and language, behavior, psychosocial issues, and other special needs, and	HC.2.2.5 Children receive body composition and stature screening (height, weight, BMI)	Children 0-5	600 unduplicated children	7/1/17	6/30/18	**Children**: Children are "new" to this service in month where first receiving this screen and repeat in subsequent months if rescreened. **Services**: Total # of body composition screenings provided during the month. **Notes**: Brief description of services provided and number of children referred for follow-up assessment. Note: Rescreen children with BMI >95% prior to the end of the

		receive appropriate referrals						school year to track changes in BMI
HC.2 Increased percent of children receiving developmental / behavioral screenings at milestone ages with linkage to appropriate services	Health and Developmental Screenings/ Assessments	HC.2.2 Increase the proportion of children (60%) screened for developmental milestones, vision, hearing, speech and language, behavior, psychosocial issues, and other special needs, and receive appropriate referrals	HC.2.2.6 Children receive health status screening (i.e., asthma, allergies, etc.)	Children 0-5	600 unduplicated children	7/1/17	6/30/18	**Children**: Children are "new" to this service in month where first receiving this screen and repeat in subsequent months if rescreened. **Services**: Total # of health status screenings provided during the month. **Notes**: Brief description of services provided
HC.2 Increased percent of children receiving developmental / behavioral screenings at milestone ages with linkage to appropriate services	Health and Developmental Screenings/ Assessments	HC.2.2 Increase the proportion of children (60%) screened for developmental milestones, vision, hearing, speech and language,	HC.2.2.10a Parents receive referrals regarding their child's health and developmental concerns	Parent	500 unduplicated parents	7/1/17	6/30/18	**Parents**: Parents are "new" to this service in the month where they first receive a referral and are repeat in subsequent months for referrals for new health concerns. Do not recount a client if you are re-referring for the same health concern. **Services**: Total # of referrals provided

		behavior, psychosocial issues, and other special needs, and receive appropriate referrals						**Notes**: Brief description of referrals provided
HC.2 Increased percent of children receiving developmental / behavioral screenings at milestone ages with linkage to appropriate services	Health and Developmental Screenings/ Assessments	HC.2.2 Increase the proportion of children (60%) screened for developmental milestones, vision, hearing, speech and language, behavior, psychosocial issues, and other special needs, and receive appropriate referrals	HC.2.2.10b Parents are linked to referred services for their child's health and developmental concerns	Parent	200 unduplicated parents	7/1/17	6/30/18	**Parents**: # of parents linked to referred services. **Services**: Total # of linked referrals. **Notes**: Brief description.
HC.3 Increased percent of children have and use a health home for comprehensive health services to include physical, dental and mental health	Health Insurance	HC.3.1 Increase to 100% the number of children with health coverage.	HC.3.1.1 Children are linked with health insurance enrollment	Children 0-5	3 unduplicated children	7/1/17	6/30/18	**Children**: # of target children 0-5 linked to health insurance (as a result of this program's efforts). Always new (no repeats). **Notes**: Brief description.

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HC.3 Increased percent of children have and use a health home for comprehensive health services to include physical, dental and mental health	Health Home	HC.3.2 Increase to 100% the proportion of children who have a health care home.	HC.3.2.1 Children are linked to a health care home	Children 0-5	3 unduplicated children	7/1/17	6/30/18	**Children**: # of children linked to a health home (as a result of this program's efforts). Always new. **Notes**: Brief description. Please include information on referrals to Affordable Care Act (ACA) and/or PMD.

Goal 2. STRONG FAMILIES

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
SF.3. Increased parent knowledge and skills to help prepare children to reach their optimal potential	Parent Knowledge of Healthy Child Development	SF.3.1 Increase parent knowledge of healthy child development	SF.3.1.3 Office visits to improve knowledge of healthy child development **Program notes**: One-on-one sessions where SRN provides parents specific verbal/written instruction or plans on their child's health and/or development.	Parent	700 unduplicated parents	7/1/17	6/30/18	**Parents**: Parents are "new" to this service in month where first receiving this service and repeat in subsequent months or for multiple issues until the service ends for fiscal year. **Services:** # of office visits **Notes**: Brief description.
SF.3. Increased parent knowledge and skills to help prepare children to reach their optimal potential	Parent Knowledge of Healthy Child Development	SF.3.1 Increase parent knowledge of healthy child development	SF.3.1.4a Parents participate in parenting education classes on healthy child development	Parent	200 unduplicated parents	7/1/17	6/30/18	**Parents**: Parents are "new" to this service in month where first receiving this service and repeat in subsequent months until the service ends for fiscal year. **Services:** # of parent education classes **Notes:** Describe topic of each classes provided

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Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
SF.3. Increased parent knowledge and skills to help prepare children to reach their optimal potential	Parent Knowledge of Healthy Child Development	SF.3.1 Increase parent knowledge of healthy child development	SF.3.1.5 Children receive health education classes	Children 0-5	200 unduplicated children	7/1/17	6/30/18	**Children**: Children are "new" to this service in month where first receiving this service and repeat in subsequent months until the service ends for fiscal year. **Services:** Count the # of health education classes (include classes on Nutrition and Physical Activity here). **Notes:** Describe classes
SF.3. Increased parent knowledge and skills to help prepare children to reach their optimal potential	Parent Knowledge of Healthy Child Development	SF.3.1 Increase parent knowledge of healthy child development	SF.3.1.7 Providers receive consultations to improve provider knowledge of healthy child development	Providers	50 unduplicated providers	7/1/17	6/30/18	**Providers**: Providers are "new" to this service in month where first receiving this service and repeat in subsequent months until the service ends for fiscal year. **Services:** # of provider consultations **Notes**: Brief description.

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Goal 4. CAPACITY BUILDING

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
CB.2 Increase access and efficiency, quality and effectiveness	Service Planning and Access Points	CB.2.4 Conduct service planning activities that improve access and coordination of services	CB.2.4.1 Program will develop a plan that outlines infrastructure, functions and coordination of services	Activities	6 activities	7/1/17	6/30/18	**Services:** # of activities related to sustainability and/or coordination of services **Notes:** Describe efforts to sustain program and/or coordinate services
CB.3 Promote data to support decision making and program improvement	Evaluation	CB.3.1 Develop high-quality program evaluations and reporting	CB.3.1.4 Children with special needs* served *Special needs children are defined as "those who have or are at increased risk for a chronic physical, developmental, behavioral, or emotional condition and who also require health and related services of a type or amount beyond that required by children generally" (Maternal and Child Health Bureau)	Children 0-5	100 unduplicated children	7/1/17	6/30/18	**Children**: # of children new in first month of service. No repeat. **Notes**: Document the types of special needs encountered

EXHIBIT A-1
School Nurse Program
Work Plan Template FCI-SD3-22

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Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
CB.3 Promote data to support decision making and program improvement	Evaluation	CB.3.1 Develop high-quality program evaluations and reporting	CB 3.1.5 Program staff will report the number of client intake records entered	Children 0-5	50 unduplicated children	7/1/17	6/30/18	**Children**: Children 0-5 (new only)
CB.3 Promote data to support decision making and program improvement	Evaluation	CB.3.1 Develop high-quality program evaluations and reporting	CB 3.1.6 Program staff will report the number of client exit records entered	Children 0-5	50 unduplicated children	7/1/17	6/30/18	**Children:** Children 0-5 (new only)

EXHIBIT B

PROJECT BUDGET

Santa Ana Unified School District	**Funds Due 7/1/17 – 6/30/18**	**Funds Due 7/1/18 – 6/30/19**	**Funds Due 7/1/19 – 6/30/20**
Staffing	**$389,179**	**$389,179**	**$389,179**
Direct Project Expenses	**$0**	**$0**	**$0**
Capital Equipment	**$0**	**$0**	**$0**
Indirect/Administrative	**$35,921**	**$35,921**	**$35,921**
Subcontracts	**$0**	**$0**	**$0**
TOTAL FUNDS DUE	**$425,100**	**$425,100**	**$425,100**

Early Developmental Index	**Funds Due 7/1/17 - 6/30/20**
EDI Expenses*	**$64,500**

* EDI budget may be expended at any time over the three year term in any incremental amounts subject to approval in writing by ADMINISTRATOR.

MAXIMUM PAYMENT OBLIGATION: $1,339,800

STAFFING TABLE

	7/1/17 - 6/30/18 FTE Salary & Benefits	7/1/18 - 6/30/19 FTE Salary & Benefits	7/1/19 - 6/30/20 FTE Salary & Benefits
Position Title: School Readiness Nurse (School Nurse, Elementary)	2.5 FTE $230,241 (District Contribution $48,865)	2.5 FTE $230,241 (District Contribution $48,865)	2.5 FTE $230,241 (District Contribution $48,865)

Minimum Qualifications:(Include education, licenses, and experience as applicable) Licensed Registered Nurse with a valid California School Nurse Services Credential or a Licensed Registered Nurse with a Preliminary School Nurse Credential with enrollment in a School Nurse Credential Program, certified in first aid and CPR; knowledgeable of current federal and state laws and regulations regarding the children through age 5 population and health constraints including HIPAA, FERPA, Education Codes, Title 22 regulations, and the Nursing Practice Act.

Job Duties: Provide services as described in subparagraph **3.2** of Exhibit A to this Agreement.

Position Title: Early Learning Specialist)	1.20 FTE $158,938	1.20 FTE $158,938	1.20 FTE $158,938

Minimum Qualifications:(Include education, licenses, and experience as applicable) Bachelor's degree from an accredited institution, preferably with a major in Child Development or Early Childhood Education or related field, and three years of preschool teaching experience and experience in a leadership position in Early Childhood Education.

Job Duties: Provide services as described in subparagraph **3.1** of Exhibit A to this Agreement.

Summary Table of Staffing Costs

07/01/17 – 06/30/18	07/01/18 – 06/30/19	$07/01/19 – 06/30/20
$389,179	**$389,179**	**$389,179**

EXHIBIT C

ACKNOWLEDGMENT OF INDEPENDENT CONTRACTOR STATUS

This **Acknowledgment of Independent Contractor Status** ("Acknowledgment") is an exhibit and fully incorporated into that certain Agreement for provision of Services ("Agreement") dated July 1, 2017 by and between **Children and Families Commission of Orange County** ("COMMISSION") and **Santa Ana Unified School District**, a California public school district organized and existing under the laws of the State of California ("CONTRACTOR"). This Acknowledgment is intended to define and affirm the relationship between COMMISSION and CONTRACTOR as set forth in the Agreement. CONTRACTOR has been fully informed, has had the opportunity to be advised or has been advised by counsel of its choosing, and knowingly and willingly acknowledges and agrees as follows:

1. CONTRACTOR on behalf of itself and each and every person acting by, through or for CONTRACTOR (together, "CONTRACTOR"), is not an employee of COMMISSION.

2. CONTRACTOR is an independent contractor to COMMISSION.

3. Because CONTRACTOR is not an employee of COMMISSION, CONTRACTOR is not entitled to receive health benefits or any other benefits provided by COMMISSION to its regular employees.

4. CONTRACTOR is not eligible to join in or participate in any benefit plans offered to those individuals listed on COMMISSION's payroll as regular employees.

5. CONTRACTOR is and shall remain ineligible for employment benefits provided to COMMISSION's regular employees, or for participation in such benefit plans, even if it is later determined that COMMISSION has misclassified CONTRACTOR as an independent contractor for tax or other purposes.

6. CONTRACTOR hereby waives any right it may have to claim it is an employee or challenge its status as an independent contractor of COMMISSION.

7. CONTRACTOR releases COMMISSION and its Commissioners, officers, board members, employees and agents (together, "COMMISSION") from any and all obligations, liabilities, causes of action, and/or claims that exist or may arise under applicable laws that relate to CONTRACTOR's acknowledgement, release, and agreement of its status as an independent contractor (not an employee) of COMMISSION.

8. In making this Acknowledgment and the release and waiver for this Agreement, CONTRACTOR acknowledges it has been advised concerning the content and meaning or and understands and is familiar with the provisions of California Civil Code Paragraph 1542, which provides as follows:

EXHIBIT C

ACKNOWLEDGMENT OF INDEPENDENT CONTRACTOR STATUS

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

CONTRACTOR represents and warrants it understands the purpose, meaning, and effect of Paragraph 1542 above, but nevertheless freely and knowingly waives and relinquishes any right or benefit that it has or may have under Paragraph 1542 of the Civil Code of the State of California, or any similar provision of law as such relates to the status of CONTRACTOR as an independent contractor, not an employee, of COMMISSION.

CONTRACTOR

SANTA ANA UNIFIED SCHOOL DISTRICT, a California public school district organized and existing under the laws of the State of California

By:_____

Edmond T. Heatley, Ed.D., Deputy Superintendent, Administrative Services

Date: _____

AGENDA ITEM BACKUP SHEET
June 27, 2017

Board Meeting

TITLE: **Approval of Head Start Budget Adjustment for 2016-17 Program Year**

ITEM: **Consent**
SUBMITTED BY: **Alfonso Jimenez, Ed.D., Assistant Superintendent, K-12 Teaching and Learning**
PREPARED BY: **Charlotte Ervin, Coordinator, Head Start**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval for the Head Start budget adjustment for 2016-17 program year. The Board is the governing body of the Head Start Program, and must ensure that appropriate internal controls are established and implemented to safeguard Federal funds in accordance with 45 CFR 1301.13.

ITEM SUMMARY:

- Head Start budget adjustment for the 2016-17 program year.
- 10 computers- one to each of the eight sites, one for the Eligibility Community Worker and one for Administration staff.
- 66 iPads- three for each of 17 classrooms.

Under the Head Start Act 642(c)(1)(E)(VII), the Board is responsible for the following: (a) approving financial management, (b) accounting, (c) reporting policies, and (d) compliance with laws and regulations related to financial statements including: (aa) approval of all major financial expenditures of the agency; (bb) annual approval of the operating budget of the agency. All budget adjustments must be approved by the Board.

RATIONALE:

In the 2016-2017 Head Start Basic Budget there are projected savings in the personnel section of the budget in the amount of $59,575.65. This is due to open positions, employees on unpaid leaves of absence or differential pay. As a result, a budget adjustment is needed to transfer funds from personnel to non-personnel program expenses. The funds will be utilized to increase the quality of the program, specifically in the areas of technology, classroom and office supplies, and other program needs.

Current		Adjustment	
Personnel	$59,575.65	**Supplies** Instructional, office and custodial.	$19,575.65
		Technology Computers and iPads for classrooms and the office.	$40,000

LCAP Goal 1.1: "Provide equitable access to rigorous, standards – based instructional programs that includes, but is not limited to, high quality instruction, instructional materials, academic support and technology – based resources."

FUNDING:

No Fiscal Impact

RECOMMENDATION:

Approve the Head Start budget adjustment for the 2016-17 program year.

AJ:EC:mo

Orange County Head Start, Inc.
Budget Adjustment & Request for Advance Approvals
Head Start & State Preschool Delegate Agencies and School Districts

Name of Delegate Agency		Fiscal Year	Date of Request	Effective Date
Santa Ana Unified School District		2016/2017	06/15/2017	
Funding Source (HS Basic, HS T&TA, EHS Basic, etc.)	Nature of Funding	DA Assigned Number	BAR Number (Grantee Use)	
HS Basic	Permanent	8		

Justification of Budget Adjustment and/or Request for Advance Approvals:

1. Describe the purpose of the proposed change(s), including:
   a) What is the impact of the proposed change on program operations currently in place?
   b) How will the change(s) impact the organizational structure in terms of the agency's ability to deliver services?
2. Do the budget changes that support the request meet fiscal accountability as they relate to (a) allowable, (b) necessary, (c) reasonable, and (d) allocable?
3. What alternative(s) were considered before proposing the changes?
4. How will the alternative chosen improve the delivery of services to children and families?
5. Describe how the proposed changes conform to Federal and/or State regulations.

Head Start 2016/2017, Budget Adjustment #1		
Line Item	**Savings/Needed**	**Reason**
a. PERSONNEL		
1. Program Managers & content Area Experts	9,555.82	Amount was initially going to be covered by the district. Due to vacancies in other positions this amount can be covered by the HS grant.
2. Teachers/Infant Toddler Teachers	103,532.93	Amount was initially going to be covered by the district. Due to vacancies in other positions this amount can be covered by the HS grant.
5. Teacher Aides & Other Education Personnel	(32,672.03)	Savings due to 3 Teacher Aide vacancies.
6. Health/Mental Health Services Personnel	(1,036.36)	Salary adjustment for newly hired nurse.
10. Program Managers & content Area Experts	(53,795.81)	Savings due to Social Services Manager vacancy.
11. Other Family & community Partnerships Personnel	347.68	Amount was initially going to be covered by the district. Due to vacancies in other positions this amount can be covered by the HS grant.
12. Executive Director/Other Supervisor of HS Director	12,629.00	Amount was initially going to be covered by the district. Due to vacancies in other positions this amount can be covered by the HS grant.
16. Clerical Personnel	11,419.92	Amount was initially going to be covered by the district. Due to vacancies in other positions this amount can be covered by the HS grant.

APPROVALS

	Grantee Program Office and Date Signed
DA Policy Committee (Auth. Rep.) and Date Signed	Quality Systems Unit and Date Signed
DA -- Signature of Authorized Board Member and Date Signed	Div. Director, Finance and Administration and Date Signed

17. Fiscal Personnel	(63,651.96)	Savings due to Fiscal Assistant I & II frozen positions.
19. Maintenance Personnel	(7,263.79)	Savings due to custodian vacancy.
21. Other Personnel: Subs/OT	14,058.00	Amount was initially going to be covered by the district. Due to vacancies in other positions this amount can be covered by the HS grant.
Sub-total Salaries (6a)	**(6,876.60)**	**Total Salary Savings**
b. FRINGE BENEFITS		
1. Social Security, State Disability, SUI	(6,536.79)	Savings from personnel vacancies.
2. Health/Dental/Life Insurance	(22,517.10)	Savings from personnel vacancies.
3. Retirement	8,519.79	PERS benefits rate adjustment from 13.05% to 13.888%
4. Other Fringe: Medicare, Workers Comp., Retiree Benefits	(32,164.95)	Savings from personnel vacancies and retiree benefit rate adjustment.
Sub-total Fringe Benefits (6b)	**(52,699.05)**	**Total Benefits Savings**
Total Personnel & Benefits	**(59,575.65)**	**Total Available**
e. SUPPLIES		
1. Office Supplies	7,153.00	Funds needed to purchase new computers for staff.
2. Child and Family Services Supplies	79,188.00	Funds needed to purchase iPads and computers for instructional purposes.
3. Food Services Supplies	(6,000.00)	Savings in paper goods materials. Items provided by SAUSD Food Services Dept.
Sub-total Supplies (6e)	**80,341.00**	**Total Supplies Needed**
h. OTHER		
2. Rent	(3,083.35)	Xerox rental cost was included in contractual services.
4. Utilities	(6,016.00)	Utilities savings due to actual cost being lower than last year's cost.
8. Local Travel	(1,752.00)	Savings in projected staff mileage reimbursements.
13. Parent Services	(1,847.00)	Savings in projected parent mileage reimbursements.
17. Other	(8,067.00)	Savings in Head Start vehicles. SAUSD Transportation Department was held responsible for maintenance and gas charges.
Sub-total Other (6h)	**(20,765.35)**	**Total Other Savings**
i. Total Non Personnel	**59,575.65**	**Total Needed**
Difference	-	

APPROVALS

	Grantee Program Office and Date Signed
DA Policy Committee (Auth. Rep.) and Date Signed	Quality Systems Unit and Date Signed
DA -- Signature of Authorized Board Member and Date Signed	Div. Director, Finance and Administration and Date Signed

EXHIBIT A

Orange County Head Start, Inc.
Budget Adjustment & Request for Advance Approvals
Head Start Delegate Agencies

Name of Delegate Agency		Fiscal Year	Date of Request	Effective Date
Santa Ana Unified School District		2016/2017	06/15/17	
Funding Source (HS Basic, HS T&TA, etc.)	Nature of Funding	DA Assigned Number	BAR Number (Grantee Use)	
HS Basic	Permanent	8		
Director or Authorized Representative (Type Name and Title)	Budget Summary, Program Operation			
Charlotte Ervin, Head Start Coordinator	Approved Funding	BAR, Pending	This Request + (-)	Adjusted Budget
Contact Person for Questions (Type Name and Phone Number)	3,429,594	-	-	3,429,594
Alicia Cuevas, 714-558-5631				

GABI Line Item Budget for Head Start

Santa Ana Unified School District, 2016/2017, HS Basic, Permanent, 8		Program Operation			
	Line Item	Current Budget	BAR Pending Approval	This Request Adjustments +(-)	Proposed Adjusted Budget
a. PERSONNEL					
Child Health and Developmental Services Personnel					
1	Program Managers & content Area Experts	67,628		9,556	77,184
2	Teachers/Infant Toddler Teachers	1,057,390		103,533	1,160,923
3	Family Child Care Personnel				-
4	Home Visitors				-
5	Teacher Aides & Other Education Personnel	187,309		(32,672)	154,637
6	Health/Mental Health Services Personnel	25,538		(1,036)	24,501
7	Disabilities Services Personnel				-
8	Nutrition Services Personnel				-
9	Other Child Services Personnel				-
Family and Community Partnerships Personnel					
10	Program Managers & content Area Experts	64,835		(53,796)	11,039
11	Other Family & community Partnerships Personnel	350,873		348	351,220
Program Design and Management Personnel					
12	Executive Director/Other Supervisor of HS Director				-
13	Head Start/Early Head Start Director	89,431		12,629	102,060
14	Managers				-
15	Staff Development				-
16	Clerical Personnel	88,515		11,420	99,935
17	Fiscal Personnel	73,854		(63,652)	10,202
18	Other Administrative Personnel				-
19	Maintenance Personnel	70,778		(7,264)	63,514
20	Transportation Personnel				-
21	Other Personnel: Subs	42,942		14,058	57,000
	Other Write-in Line Items				-
TOTAL PERSONNEL (6a)		2,119,092	-	(6,876)	2,112,216

b. FRINGE BENEFITS					
1	Social Security (FICA), State Disability, SUI	63,689		(6,537)	57,152
2	Health/Dental/Life Insurance	607,049		(22,517)	584,531
3	Retirement	264,800		8,520	273,320
4	Other Fringe: Medicare, Workers Comp., Retiree benefits	149,746		(32,165)	117,581
	Other Write-in Line Items				-
TOTAL FRINGE BENEFITS (6b)		1,085,284	-	(52,699)	1,032,585

EXHIBIT A

GABI Line Item Budget for Head Start

Santa Ana Unified School District, 2016/2017, HS Basic, Permanent, 8	Program Operation			
Line Item	Current Budget	BAR Pending Approval	This Request Adjustments +(-)	Proposed Adjusted Budget
c. TRAVEL				
1 Staff Out-Of-Town Travel				-
Other Write-in Line Items				-
TOTAL TRAVEL (6c)	-	-	-	-
d. EQUIPMENT				
1 Office Equipment				-
2 Classroom/Outdoor/Home-based/FCC				-
3 Vehicle Purchase				-
4 Other Equipment				-
Other Write-in Line Items				-
TOTAL EQUIPMENT (6d)	-	-	-	-
e. SUPPLIES				
1 Office Supplies	9,118		7,153	16,271
2 Child and Family Services Supplies	50,800		79,188	129,988
3 Food Services Supplies	6,000		(6,000)	-
4 Other Supplies: Custodial, computer, printer supplies	24,709			24,709
5 Other Write-in Line Items:				-
TOTAL SUPPLIES (6e)	90,627	-	80,341	170,968
f. CONTRACTUAL				
1 Administrative Services (e.g., Legal, Accounting)				-
2 Health/Disabilities Services	41,980			41,980
3 Food Service				-
4 Child Transportation Services	7,000			7,000
5 Training & Technical Assistance				-
6 Family Child Care	3,000			3,000
7 Delegate Agency Costs				-
8 Other Contracts	33,343			33,343
Other Write-in Line Items				-
TOTAL CONTRACTUAL (6f)	85,323	-	-	85,323
g. CONSTRUCTION				
1 New Construction				-
2 Major Renovation				-
3 Acquisition of Buildings/Modular Units				-
Other Write-in Line Items				-
TOTAL CONSTRUCTION (6g)	-	-	-	-

EXHIBIT A

GABI Line Item Budget for Head Start				
Santa Ana Unified School District, 2016/2017, HS Basic, Permanent, 8	Program Operation			
Line Item	Current Budget	BAR Pending Approval	This Request Adjustments +(-)	Proposed Adjusted Budget
h. OTHER				
1 Depreciation/Use Allowance				-
2 Rent	6,708		(3,084)	3,624
3 Mortgage				-
4 Utilities, Telephone	14,550		(6,016)	8,534
5 Building & Child Liability Insurance	1,788			1,788
6 Building Maintenance/Repair and Other Occupancy				-
7 Incidental Alterations/Renovations				-
8 Local Travel	3,757		(1,752)	2,005
9 Nutrition Services				-
10 Child Services Consultants				-
11 Volunteers				-
12 Substitutes (if not paid benefits)				-
13 Parent Services	10,065		(1,847)	8,218
14 Accounting & Legal Services				-
15 Publications/Advertising/Printing	4,000			4,000
16 Training or Staff Development				-
17 Other	8,400		(8,067)	333
Other Write-in Line Items				-
TOTAL OTHER (6h)	49,268	-	(20,766)	28,502
i. TOTAL DIRECT CHARGES	3,429,594	-	-	3,429,594
j. INDIRECT COSTS				-
k. TOTALS - ALL BUDGET CATEGORIES	3,429,594	-	-	3,429,594
Non Federal Share	857,399			857,399

JUSTIFICATION - (Use the provided Microsoft Word Template for the rationale and justification for the requested advance approval and/or budget adjustment.)

AGENDA ITEM BACKUP SHEET
June 27, 2017

Board Meeting

TITLE: **Approval of Agreement with Orange County Superintendent of Schools for Services of Orientation and Mobility Specialist for 2017-18 School Year**

ITEM: **Consent**
SUBMITTED BY: **Doreen Lohnes, Assistant Superintendent, Special Education/SELPA**
PREPARED BY: **Darek Jaronczyk, Director, Special Education**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of an Agreement with the Orange County Superintendent of Schools to continue the provision of orientation and mobility (O/M) services for students who are visually impaired. The District does not have a full caseload of students who are visually impaired that need O/M services and will utilize the O/M Specialist for half time. These services provide specialized instruction to navigate the environment by using a cane to identify the school's physical space and by teaching skills for independent travel within the community. This agreement has been in place for the past eleven years.

Approval of this agreement will allow continuation of services in accordance with students' Individualized Education Program (IEPs).

ITEM SUMMARY:

- Contract Starts: 7/1/17
- Contract Ends: 12/31/17
- All students with orientation and mobility services on their IEP will be served, approximately 13-20 students.
- Annual cost $48,563
- For students who are visually impaired, services include developing familiarity with the student's environment and specific strategies to navigate it safely.

RATIONALE:

The District, in cooperation with the Orange County Superintendent of Schools, has developed interagency agreements. This cooperative effort provides coordination of services to special education students in highly specialized fields serving students who are deaf, blind, hearing impaired, or visually impaired.

Orientation and Mobility Specialists are in demand statewide as there are not an adequate number of appropriately credentialed individuals in this area of specialty. Renewal of this agreement for the Orientation and Mobility Specialist, whose services will be shared with Orange County Special Schools, will allow continuation of Individualized Education Program orientation and mobility services for District students with visual impairments.

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: $48,563

RECOMMENDATION:

Approve the Agreement with Orange County Superintendent of Schools for services of orientation and mobility specialist for the 2017-18 school year.

DL:kq:cvl

AGREEMENT NUMBER 44102

SANTA ANA UNIFIED SCHOOL DISTRICT
PERSONNEL AGREEMENT

This AGREEMENT is entered into on this 10th day of April, 2017, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and the Santa Ana Unified School District, 1601 East Chestnut Street, Santa Ana, California 92701, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

W I T N E S S E T H:

WHEREAS, DISTRICT is in need of the professional services of an employee of the SUPERINTENDENT to work in the field of Orientation and Mobility Instruction; and

WHEREAS, SUPERINTENDENT is agreeable to assigning Tom Rotunno, hereinafter referred to as EMPLOYEE, to give his professional services to DISTRICT in the above assignment.

NOW, THEREFORE, the Parties to this AGREEMENT do mutually agree as follows:

1.0 SCOPE OF WORK. SUPERINTENDENT agrees during the term of this AGREEMENT to assign EMPLOYEE to DISTRICT to perform those duties assigned by DISTRICT and to require EMPLOYEE in the performance of such services to DISTRICT to conform to the rules and regulations applicable to certificated personnel of the DISTRICT including but not limited to performance of work in the office of the DISTRICT. EMPLOYEE

will be assigned the following responsibilities for Special Education Services:

1.1 Provide student assessments in the area of orientation and mobility instruction.

1.2 Provide mandated orientation and mobility instruction for students with orientation and mobility designated Individualized Education Program (IEP).

2.0 TERM. The term of this AGREEMENT shall commence July 1, 2017, and end on December 31, 2017, subject to termination as set forth in this AGREEMENT.

3.0 PAYMENT. DISTRICT agrees to pay SUPERINTENDENT in consideration of services performed by EMPLOYEE as herein specified, and SUPERINTENDENT agrees to accept in full payment thereof a sum not to exceed Forty-eight thousand five hundred sixty-three dollars ($48,563.00) computed as follows:

A.	$ 32,260.00	Base salary
	$ 4,655.00	STRS
	$ 16.00	SUI
	$ 548.00	Workers' Compensation
	$ 5,110.00	Medical
	$ 416.00	Dental
	$ 22.00	Life Insurance
	$ 79.00	Vision Care
	$ 468.00	Medicare
	$ 1,600.00	Mileage (to be paid at the current IRS rate)
	$ 3,389.00	7.5% Indirect
	$ 48,563.00	For 53.5 days

B. This figure is based on year 2017 - 2018 preliminary budget.

C. DISTRICT agrees to reimburse SUPERINTENDENT for indirect costs at the rate of 7.5% for a total amount not to exceed Three thousand two hundred eighty-nine dollars ($3,389.00).

D. This AGREEMENT provides for 53.5 days service by EMPLOYEE.

E. DISTRICT agrees to reimburse SUPERINTENDENT for assigned mileage and travel expenses incurred by EMPLOYEE in the performance of duties assigned to EMPLOYEE by DISTRICT, pursuant to Section 1.0 of this Agreement, to be reimbursed at the current IRS rate that applies to the date(s) in which the miles are driven for a total amount not to exceed One thousand six hundred dollars ($1,600.00).

F. DISTRICT shall pay SUPERINTENDENT within thirty (30) days after the last day upon which services are rendered by EMPLOYEE upon submission of an itemized invoice from Superintendent.

G. This AGREEMENT shall be amended to provide complete reimbursement to SUPERINTENDENT for any increases in salary or benefits provided to EMPLOYEE for the fiscal year 2017 - 2018.

4.0 SUPERINTENDENT DUTIES. SUPERINTENDENT shall require EMPLOYEE to report to both SUPERINTENDENT and DISTRICT when EMPLOYEE will not be able to provide services to DISTRICT as scheduled.

5.0 HOLD HARMLESS/INDEMNIFICATION.

A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold harmless DISTRICT, its Governing Board, officers, agents, and employees from liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons,

or damage to any property, real personal, tangible or intangible, arising out of the negligent acts or omissions of employees, agents or officers of SUPERINTENDENT or the Orange County Board of Education during the period of this AGREEMENT.

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

6.0 TOBACCO USE POLICY. In the interest of public health, the SUPERINTENDENT provides a tobacco-free environment. Smoking or the use any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by the SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to abide with conditions of this policy could result in the termination of this AGREEMENT.

7.0 NON-DISCRIMINATION. DISTRICT agrees that it will not engage in unlawful discrimination of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

8.0 TERMINATION. This AGREEMENT may be terminated by either party with the giving of thirty (30) days prior written notice to the other party.

9.0 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: i) Personal service, or ii) 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 (3rd) 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 East Chestnut Street
Santa Ana, California 92701
Attn: _____

SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
Costa Mesa, California 92626
Attn: Patricia McCaughey

10.0 SEVERABILITY. If any term, covenant, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated in any way.

11.0 GOVERNING LAW. SUPERINTENDENT and DISTRICT agree that this AGREEMENT shall be construed and enforced in accordance with the laws of the State of California, with venue in Orange County, California.

12.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits attached hereto constitute the entire agreement between SUPERINTENDENT and DISTRICT regarding the personnel services and any agreement made

shall be ineffective to modify this AGREEMENT in whole or in part unless such agreement is embodied in an amendment to this AGREEMENT which has been signed by both Parties. This AGREEMENT supersedes all prior negotiations, understandings, representations and agreements.

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: _____ Authorized Signature
PRINT NAME: _____	PRINT NAME: Patricia McCaughey
TITLE: _____	TITLE: Administrator
DATE: _____	DATE: April 10, 2017

SAUSD-Personnel-Rotunno Tom(44102)18
ZIP4

AGENDA ITEM BACKUP SHEET
June 27, 2017

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of 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).

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, 2017 and ending on June 30, 2018, subject to termination.

ITEM SUMMARY:

- Contract Starts: July 1, 2017
- Contract Ends: June 30, 2018

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.

Districts receive federal reimbursement when staff provides outreach and referrals to families for accessing physical health, mental health, and substance abuse services. To document staff's SMAA, the Random Moment Time Survey (RMTS), is used to query staff about their outreach and referral activities.

A total of 60% of SMAA reimbursement has been withheld from school districts for six years due to program restructure by the Federal government. This past year $506,347 in funding was released to the District. Staff awaits information on reimbursement for outstanding District invoices totaling $3.3 million dollars.

RATIONALE:

Historically, the District has received $6,384,403 million dollars in partial SMAA reimbursement for 2007-08 to 2016-17 claims. From this total, funding of $1,554,111 was allocated for a 0.65

FTE nurse, 1 FTE Medi-Cal Billing Programs Project Technician, 0.75 FTE Department Specialist; as well as funding of $483,203 for costs of the vendor contract with Paradigm Healthcare Services, and $321,440 to OCDE. The balance of $4,025,650 million was incorporated into the general fund.

In 2016-17, the District received $506,347 for 2014-15 invoices, representing 40% of the projected reimbursement amount. From 2015-16 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.

FUNDING:

Fees related to this agreement include an annual state participation fee to OCDE calculated between 4.5% - 5.0% of the SMAA reimbursement (depending on the time of reimbursement), as well as participant fees to the software vendor for the State Random Moment Time Study (RMTS) software. In 2016-17, the fee to OCDE was $26,111. This sum represents $23,859 for reimbursement for 2014-15 adjusted invoices released by DHCS in 2016-17 as well as $2,252 in participant fees that are forwarded by OCDE to the software vendor for use of the new RMTS.

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 (SMAA).

DL: DJ:ll:cvl

AGREEMENT NUMBER 44315

SANTA ANA UNIFIED SCHOOL DISTRICT
SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
PARTICIPATION AGREEMENT

This AGREEMENT is hereby entered into this 1st day of July, 2017, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, Region 9 Local Educational Consortium (LEC), hereinafter referred to as SUPERINTENDENT, and the Santa Ana Unified School District, 1601 East Chestnut Avenue, Santa Ana, California 92701, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

WITNESSETH:

WHEREAS, SUPERINTENDENT has entered into an Agreement with the California State Department of Health Care Services, hereinafter referred to as STATE, which is incorporated herein by this reference, to serve as the Local Educational Consortium (LEC) for the Region 9 in accordance with the California Welfare and Institutions Code Section 14132.47(c) (1); and

WHEREAS, SUPERINTENDENT has been designated by the STATE to represent school districts and county offices located in Region 9, hereinafter referred to as LEA (Local Education Agency) to administer School-based Medi-Cal Administrative Activities (SMAA) described as Administrative Claiming process in the California Welfare and Institutions Code Section 14132.47(c) (1); and

WHEREAS, the goal of the School-based Medi-Cal Administrative Activities (SMAA) Program is to improve the availability and

accessibility of Medi-Cal services to Medi-Cal eligible and potentially eligible individuals, and their families where appropriate, served by the SUPERINTENDENT and participating LEA'S; and

WHEREAS, DISTRICT is providing School-based Medi-Cal Administrative Activities and wishes to participate in the School-based Medi-Cal Administrative Activities Program.

NOW, THEREFORE, the Parties hereby agree as follows:

1.0 TERM. The term of this AGREEMENT shall be for a period of one (1) year commencing on July 1, 2017, and ending on June 30, 2018, subject to termination as set forth in this AGREEMENT.

2.0 RESPONSIBILITIES OF SUPERINTENDENT.

a. Responsibilities of SUPERINTENDENT and DISTRICT will be amended as necessary to comply with all Federal, state and SUPERINTENDENT'S program requirements.

b. "Certify" to the STATE the amount of DISTRICT'S general funds or any other funds allowed under Federal law and regulation expended on the allowable "Program activities".

c. Certify to the STATE the availability and expenditure of one hundred percent (100%) of the non-Federal cost of performing Program activities.

d. Certify to the STATE that DISTRICT expenditures represent costs that are eligible for Federal financial participation for that fiscal year.

e. Act as liaison between STATE and DISTRICT.

f. As mandated, provide a software platform through a third party vendor, through which the DISTRICT shall utilize the Random Moment Time Survey (RMTS) process. Although the SUPERINTENDENT will make every reasonable effort to facilitate the use of the software platform, the SUPERINTENDENT is not responsible for problems resulting from software platform or system errors.

g. Represent DISTRICT'S issues, concerns, and questions at scheduled statewide LEC Advisory Committee meetings, STATE meetings, and SMAA Program work groups.

h. As mandated by STATE, attend STATE trainings.

i. Conduct Region 9 LEC DISTRICT SMAA Coordinator meetings and trainings.

j. On behalf of STATE, provide STATE approved training materials and updates to DISTRICT.

k. On behalf of STATE, provide program technical assistance.

l. Code all RMTS moments and make available to the DISTRICT its RMTS results.

m. Review and submit the Random Moment Time Survey (RMTS) quarterly invoice to the STATE on behalf of the DISTRICT and convey to the DISTRICT by warrant all funds received on behalf of DISTRICT from the STATE less any amount due the SUPERINTENDENT as defined in Section 5.0 of this AGREEMENT. No funds will be conveyed to DISTRICT for invoices that have been disallowed by the STATE.

n. Offer the DISTRICT the option of the LEC preparing the RMTS quarterly invoice for a mutually agreed to additional fee (See Appendix "B").

o. If necessary, assist the DISTRICT with the calculation of the LEA Medi-Cal Eligibility Rate or "Data Match percentage" from student data submitted by the DISTRICT.

p. Review DISTRICT'S quarterly invoice documents for accuracy and completeness and request corrections if necessary.

q. Review corrected documents for compliance with rules and regulations; work with DISTRICT to resolve any outstanding matters that prevent SUPERINTENDENT'S certification of claim.

r. Provide DISTRICT access to STATE SMAA Appeal Process upon request.

s. Appeal DISTRICT decision or action through the STATE SMAA Appeal Process if necessary.

t. Monitor compliance of DISTRICT with all Federal, STATE, and SUPERINTENDENT'S Program requirements.

u. Designate an employee to act as liaison to DISTRICT regarding issues relating to this AGREEMENT.

3.0 RESPONSIBILITIES OF DISTRICT.

a. Responsibilities of SUPERINTENDENT and DISTRICT will be amended as necessary to comply with all Federal, STATE and SUPERINTENDENT'S program requirements.

b. RMTS software platform may be accessed only by employees of the DISTRICT for RMTS purposes. DISTRICT agrees to comply with the confidentiality and other requirements associated with use of the RMTS software platform. DISTRICT shall be responsible for any unauthorized use and understands that the DISTRICT may be held liable.

c. Quarterly assess SMAA claiming potential within the DISTRICT and determine which staff perform SMAA activities and will participate in the Random Moment Time Survey (RMTS) and what direct charges, if applicable, will be claimed.

d. Certify to the SUPERINTENDENT and STATE the amount of DISTRICT'S general funds or any other funds allowed under Federal law and regulations expended on the allowable "Program activities".

e. Comply fully with all Title XIX Federal, STATE, and SUPERINTENDENT'S Program requirements.

f. Certify to SUPERINTENDENT and STATE the availability and expenditure, from allowable non-Federal funding sources, of one hundred percent (100%) of the cost of performing Program activities.

g. Certify to SUPERINTENDENT and STATE expenditures represent costs that are eligible for Federal financial participation for that fiscal year.

h. If subcontracting for certain administrative activities, provide SUPERINTENDENT with a copy of the DISTRICT'S

contract with vendor. DISTRICT may include vendor's allowable costs on its invoice, to the extent that same tasks are not performed by the SUPERINTENDENT and with the understanding that the total vendor fees cannot exceed fifteen percent (15%).

i. Ensure that DISTRICT'S designated SMAA Coordinator attends quarterly Region 9 LEC SMAA Coordinators trainings and meetings.

j. Adhere to timelines established by the STATE and SUPERINTENDENT for completion of Program documentation (e.g., Program invoices, Random Moment Time Survey (RMTS) Rosters, reports, etc.). Respond in a timely manner to all STATE and SUPERINTENDENT requests for information and documentation.

k. Respond to SUPERINTENDENT reviews with information and corrected documents upon request.

l. Work with SUPERINTENDENT to resolve any outstanding matters.

m. Appeal SUPERINTENDENT's decision through the STATE SMAA LEA Appeal Process if necessary.

n. Complete quarterly Random Moment Time Survey (RMTS), as required by the Centers for Medicare and Medicaid Services (CMS), to determine the amount of paid time spent on Program claimable activities.

o. DISTRICT will maintain a minimum response rate of eighty-five percent (85%) of the moments assigned per

time study quarter. If DISTRICT is unable to maintain the required response rate, DISTRICT will have sanctions applied according to the School-based Medi-Cal Administrative Activities (SMAA) Manual.

p. Develop and maintain at the DISTRICT an Operational Plan/Audit File to include at a minimum the following:

- Training materials.
- Random Moment Time Survey (RMTS) Time Survey Participant (TSP) Roster Reports and other documentation, including validation of time survey participant attendance.
- Time certification and supporting documentation for direct charge staff.
- Position Descriptions/Duty Statements.
- Medi-Cal Percentage documentation.
- Invoice documents and supporting documentation.
- Contracts/MOU.
- Organizational Charts.
- School Calendar.
- Resource Directories and outreach materials.
- Program review documentation.

q. Prepare and certify School-based MAA invoices to the LEC in conformance with STATE requirements and timelines.

r. Provide SUPERINTENDENT with copies of SMAA invoice supporting documentation upon request.

s. DISTRICT agrees to maintain and preserve, documentation for a period of not less than five years after termination of Agreement Number 44315 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 and to allow interviews of any employee who might reasonably have information related to such records.

t. If DISTRICT'S AGREEMENT is in excess of Ten thousand dollars ($10,000.00), DISTRICT shall agree and comply with the following terms and conditions:

1. Maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this AGREEMENT, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

2. DISTRICT'S facility or office or such part thereof as may be engaged in the performance of this AGREEMENT and its records shall be subject at all reasonable times to inspection, audit, and reproduction.

3. The Department of Health Care Services (DHCS), the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the Unites States shall have the right to review and to copy any records and supporting documentation pertaining to the

performance of this AGREEMENT. DISTRICT agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, DISTRICT agrees to include a similar right of the STATE to audit records and interview staff related to performance of this AGREEMENT.

4. Preserve and make available its records (1) for a period of five (5) years from the date of final payment under this AGREEMENT, and (2) for such longer period, if any, as required by applicable statute, by any other provision of this AGREEMENT, or by subparagraphs (a) or (b) below:

(a) If this AGREEMENT is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of resulting final settlement.

(b) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five-year period, the

records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period, whichever is later.

5. DISTRICT shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code §10115.10, if applicable.

6. DISTRICT, may at its discretion, following receipt of final payment under this AGREEMENT, reduce its accounts, books and records related to this AGREEMENT to microfilm, computer disk, CD ROM, DVD, or their data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, DISTRICT must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to microfilm readers and microfilm printers, etc.

u. The STATE, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed

hereunder and the premises in which it is being performed. If any inspection or evaluation is made of the premises of DISTRICT, DISTRICT shall provide all reasonable facilities and assistance for the safety and convenience of the authorized representative in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

v. In the event an invoice is revised or is disallowed by the STATE, agree to reimburse SUPERINTENDENT within thirty (30) days of receipt of an invoice from SUPERINTENDENT evidencing SUPERINTENDENT'S payment to the STATE for DISTRICT'S revised or disallowed invoice.

w. Ensure no duplicative billings.

x. Hold SUPERINTENDENT harmless from any Federal disallowance of SMAA claim payments made to DISTRICT by the STATE.

y. Designate an employee to act as a liaison with SUPERINTENDENT to provide DISTRICT specific information relative to SMAA Program administration and fiscal issues.

z. If necessary, provide SUPERINTENDET with student data files required for the calculation of the LEA Medi-Cal Eligibility Rate or "Data Match percentage".

aa. **Complete and return with the fully executed AGREEMENT, SUPERINTENDENT'S School-based Medi-Cal Administrative**

Activities (SMAA) District Information 2017-2018 form, Appendix "A", the School-based Medi-Cal Administrative Activities (SMAA) Service Fee Information 2017-2018 form, Appendix "B" and Certification Regarding Lobbying form, Appendix "C", attached hereto and incorporated by reference herein.

4.0 DISTRICT CLAIM REIMBURSEMENT. Upon satisfactory compliance of DISTRICT'S responsibilities outlined in Section 3.0 of this AGREEMENT and after SUPERINTENDENT has received reimbursement from the STATE for DISTRICT'S quarterly SMAA claim(s), SUPERINTENDENT shall convey to DISTRICT by warrant, all funds received on behalf of DISTRICT from the STATE less any amount due the SUPERINTENDENT and STATE as determined in Section 5.0 below. No funds will be conveyed to DISTRICT for invoices that have been revised or disallowed by the STATE or Federal. Payment to DISTRICT shall be made within forty-five (45) days of receipt and reconciliation of STATE funds by SUPERINTENDENT.

5.0 FEE SCHEDULE.

a. State RMTS Software Platform Fee. 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 Survey. SUPERINTENDENT will bill DISTRICT for DISTRICT'S share of the software platform fees as described in the

School-based Medi-Cal Administrative Activities (SMAA) Service Fee Information 2017-2018 form, Appendix "B", attached hereto and incorporated by reference herein.

b. SUPERINTENDENT'S LEC Fees.

1. After SUPERINTENDENT has received reimbursement from the STATE for DISTRICT'S quarterly SMAA claim(s), SUPERINTENDENT will transfer to DISTRICT an amount equal to the Federal share of cost received as reimbursement for DISTRICT'S SMAA claim submitted by DISTRICT, less four and one-half percent (4.5%) fee per quarterly claim which will be used to support SUPERINTENDENT'S SMAA administration. The four and one-half percent (4.5%) fee may be amended as necessary to support compliance with all Federal, STATE and SUPERINTENDENT'S program requirements. LEC fee will include DISTRICT'S share of the STATE Participation Fee, which is based on the STATE'S cost for administering the SMAA claiming process.

2. Optional Services. If the DISTRICT selects the option of having the LEC prepare the RMTS quarterly invoice, an additional two percent (2.0%) will be added to the LEC Fee percentage mentioned in 5.b.1 above, but billed

separately. SUPERINTENDENT will provide Optional Services upon written request of DISTRICT (See Appendix "B").

c. The obligations of SUPERINTENDENT and DISTRICT under this AGREEMENT are contingent upon the availability of funds furnished by the United States Government and the State of California. In the event that such funding is terminated or reduced, this AGREEMENT may be terminated, and SUPERINTENDENT'S and DISTRICT'S fiscal obligations hereunder shall be limited to a pro-rated amount of funding actually received by the SUPERINTENDENT and DISTRICT from the United States Government and the State of California under this AGREEMENT. SUPERINTENDENT shall provide DISTRICT written notification of such termination. Notice shall be deemed given when received by the DISTRICT or no later than three (3) days after the day of mailing, whichever is sooner. **Complete and return with the fully executed AGREEMENT, SUPERINTENDENT'S School-based Medi-Cal Administrative Activities (SMAA) District Information 2017-2018 form, Appendix "A", the School-based Medi-Cal Administrative Activities (SMAA) Service Fee Information 2017-2018 form, Appendix "B" and Certification Regarding Lobbying form, Appendix "C", attached hereto and incorporated by reference herein**.

6.0 FEDERAL CLAIMING.

a. TITLE 31 - Money and Finance, Subtitle V - General Assistance Administration, Chapter 75 - Requirements for Single Audits, Section 7502 requires each pass through entity provide the sub-recipient program names and any identifying numbers from which such assistance is derived. The Catalog of Federal Domestic Assistance (CFDA) number for this Federal program is 93.778, Medical Assistance Program (Medi-Cal).

b. A "Vendor" means a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a Federal program. These goods or services may be for an organization's own use or for the use of beneficiaries of the Federal program. Additional guidance on distinguishing between a sub-recipient and a vendor is provided in OMB Circular A-133.

7.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of this AGREEMENT, shall be and act as an independent contractor. SUPERINTENDENT 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. SUPERINTENDENT assumes 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. SUPERINTENDENT 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 SUPERINTENDENT'S employees.

8.0 COPYRIGHT. DISTRICT understands and agrees that all forms, plans, and related instructional materials developed by SUPERINTENDENT or DISTRICT under this AGREEMENT shall become the exclusive property of the Department of Health Care Services. The Department of Health Care Services shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent all forms and related instructional materials developed under this AGREEMENT.

9.0 HOLD HARMLESS.

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

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

10.0 CONFIDENTIALITY.

a. SUPERINTENDENT and DISTRICT shall maintain confidentiality of their respective records and information, governing the confidentiality of client or student information for Medi-Cal clients served under this AGREEMENT. Applicable laws include, but are not limited to, 42 U.S.C. Section 1396a(a)7, 42 CFR Section 431.300, Welfare and Institutions Code, Section 14100.2 and 22 California Code of Regulations Section 51009 and all applicable Federal and/or STATE laws or regulations as each may now exist or be hereafter amended. The confidentiality obligations contained in this section shall survive termination of this AGREEMENT.

b. DISTRICT understands and agrees to take all reasonable steps to avoid unauthorized disclosure of any of SUPERINTENDENT'S agents' proprietary data provided for purposes of this AGREEMENT hereinafter defined as data

file specifications, related instructions, management reports, training materials, plans or other information relating to the performance of SUPERINTENDENT'S agents services hereunder, disclosed by SUPERINTENDENT to DISTRICT pursuant to this AGREEMENT. DISTRICT shall not during or after the term of this AGREEMENT, permit the copying, duplication, or use of any of SUPERINTENDENT'S agents' proprietary data by or to any person other than authorized employees, agents or representatives of DISTRICT.

11.0 ACCURACY OF INFORMATION. DISTRICT shall make reasonable effort to assure that the information supplied to SUPERINTENDENT hereunder shall be true, complete, and accurate in all respects. DISTRICT shall assume sole responsibility for the truth, completeness and accuracy of all information supplied to SUPERINTENDENT and agrees that SUPERINTENDENT shall have no responsibility or liability for the truth, completeness or accuracy of any information submitted by DISTRICT hereunder. SUPERINTENDENT reserves the right to not certify SMAA invoice(s) that do not comply with STATE and Federal SMAA requirements.

12.0 LIMITATION OF LIABILITY. SUPERINTENDENT shall not be liable for damages or losses to DISTRICT employees, agents, independent contractors or students relating to lost medical services or lost data under this AGREEMENT. SUPERINTENDENT shall not be liable for any sums DISTRICT does not obtain in reimbursement from the STATE, or for any incidental, indirect, special or consequential damages to

DISTRICT arising from the denial of any request for reimbursement from the STATE.

13.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this AGREEMENT shall not be assigned by the DISTRICT without prior written approval of SUPERINTENDENT.

14.0 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. SUPERINTENDENT and DISTRICT agree to comply with all Federal, STATE and local laws, rules, regulations and ordinances that are now or may in the future become applicable to SUPERINTENDENT or DISTRICT'S, equipment and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

15.0 LOBBYING RESTRICTIONS AND DISCLOSURE CERTIFICATION. **DISTRICT shall complete and return with the fully executed AGREEMENT the Certification Regarding Lobbying form, Appendix "C", attached hereto and incorporated by reference herein**, that the DISTRICT has not made, and will not make, any payment prohibited by Item 1 of the Certification Regarding Lobbying form.

16.0 DEBARMENT AND SUSPENSION CERTIFICATION. By signing this AGREEMENT, DISTRICT certifies to the best of its knowledge and belief, that it:

a. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

b. Has not within a three-year period preceding this AGREEMENT been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, STATE or local) transaction or contract under a public transaction; violation of Federal or STATE antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

c. Is not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, STATE or local) with commission of any of the offenses enumerated in Section 16.0(b) herein; and

d. Has not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, STATE or local) terminated for cause or default.

e. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

f. If DISTRICT is unable to certify to any of the statements in this certification, DISTRICT shall submit an explanation to SUPERINTENDENT.

g. If DISTRICT knowingly violates this certification, in addition to other remedies available to the Federal Government, the Department of Health Care Services

(DHCS) may terminate this AGREEMENT for cause or default.

17.0 HIPAA. DISTRICT agrees to inform all students and faculty of the importance of complying with all relevant State and Federal confidentiality laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPPA) to the extent applicable. In addition, DISTRICT agrees to provide students and faculty with training in the requirements of the privacy and security provisions of HIPAA and to advise them of the importance of complying with Facility's policies and procedures relative to HIPAA.

18.0 NON-DISCRIMINATION. In the performance of this AGREEMENT, SUPERINTENDENT and DISTRICT agree that they shall not engage nor employ any unlawful discriminatory practices in employment of personnel or in any other respect on the basis of sex, race, color, ethnicity, national origin, ancestry, religion, age, marital status, medical condition, sexual orientation, physical or mental disability or any other protected group in accordance with the requirements of all applicable Federal or STATE law.

19.0 TOBACCO USE POLICY. In the interest of public health, SUPERINTENDENT provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by the SUPERINTENDENT pursuant to SUPERINTENDENT' Policy 400.15. Failure to abide with conditions of this policy could result in the termination of this AGREEMENT.

20.0 TERMINATION. SUPERINTENDENT or DISTRICT may, at any time, with or without cause, terminate this AGREEMENT with the giving of thirty (30) days prior written notice to the other party. However, once SUPERINTENDENT has submitted a RMTS Roster Report to the Department of Health Care Services (DHCS), according to the School-based Medi-Cal Administrative Activities (SMAA) Manual, DISTRICT may not terminate until the next quarter survey period.

21.0 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. As of the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT: Santa Ana Unified School District
1601 East Chestnut Avenue
Santa Ana, California 92701
Attn: _____

SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
Costa Mesa, California 92626
Attn: Patricia McCaughey

22.0 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

subsequent similar act from again constituting a violation of such term or condition.

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

24.0 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.

25.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the Parties to it and supercedes 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.

[THIS SECTION INTENTIONALLY LEFT BLANK]

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: Administrator
DATE: _____	DATE: April 28, 2017
_____ FEDERAL IDENTIFICATION NUMBER	

Santa Ana USD(44315)-MAA 2017-2018-Rev 042817
ZIP4

LEC SMAA Local Educational Consortium School-Based Medi-Cal Administrative Activities
Region 9 • Imperial, Orange, and San Diego Counties
Administered by the Orange County Superintendent of Schools

SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA) DISTRICT INFORMATION 2017-2018

1. DISTRICT/SCHOOL

Santa Ana Unified School District — *District/School Name*
Orange — *County*

Claiming Unit: _____ *If different than name above.*

2. DISTRICT SMAA COORDINATOR

Sommer Pedroza — *Name*
RN, Interim Program Specialist-Health Services — *District Job Title*
1601 East Chestnut — *Street Address*
Santa Ana, California 92701 — *City, State, Zip*
Mailing Address (if different than street address)
City, State, Zip
(714) 558-5644 — *Phone (please include extension)*
(714) 558-5799 — *Fax*
sommer.pedroza@sausd.us — *Email*

☑ Check box for this person to be included in RMTS system.

3. SUPERVISOR OF DISTRICT SMAA COORDINATOR

Darek Jaronczyk — *Name*
Director of Special Education Services — *District Job Title*
(714) 558-5546 — *Phone (please include extension)*
(714) 480-5311 — *Fax*
darek.jaronczyk@sausd.us — *Email*

☑ Check box for this person to be included in communications.

☐ Check box for this person to be included in RMTS system.

4. (a) ALTERNATE DISTRICT CONTACT – SMAA COORDINATOR DESIGNEE/ASSISTANT

Laura Lopez — *Name*
Medi-Cal Billing Programs Project Technician — *District Job Title*
(714) 558-5803 — *Phone (please include extension)*
(714) 558-5799 — *Fax*
laura.lopez@sausd.us — *Email*

☑ Check box for this person to be included in communications.

☑ Check box for this person to be included in RMTS system.

SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
DISTRICT INFORMATION
2017-2018

(b) ALTERNATE DISTRICT CONTACT – SMAA COORDINATOR DESIGNEE/ASSISTANT

Gabriella Rios
Name

Department Specialist
District Job Title

(714) 558-5728
Phone (please include extension)

(714) 558-5799
Fax

gabriella.rios@sausd.us
Email

☑ Check box for this person to be included in communications.

☑ Check box for this person to be included in RMTS system.

5. ALTERNATE DISTRICT CONTACT – FISCAL DESIGNEE

Betty Calderon
Name

Budget Analyst
District Job Title

(714) 558-5608
Phone (please include extension)

(714) 480-5311
Fax

betty.calderon@sausd.us
Email

☑ Check box for this person to be included in communications.

☐ Check box for this person to be included in RMTS system.

6. SMAA INVOICE SUBCONTRACTOR/THIRD-PARTY VENDOR

Paradigm Healthcare Services
Company Name

Jessica Holtrust
Contact

Account Manager
Contact Job Title

18008 Sky Circle
Mailing Address

Irvine, California, 92614
City, State, Zip

(415) 317-3235
Phone

(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

5/12/17
DATE

SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA) SERVICE FEE INFORMATION 2017-2018

State RMTS Software Platform Fee

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. The DISTRICT'S share of the software platform fees may be included in the DISTRICT's claim for reimbursement based on actual costs paid.

Current third party administrator under contract with SUPERINTENDENT is Public Consulting Group Inc. (PCG). The original contract term was for a period of three years ending September 30, 2017 and has been extended one year to conclude September 30, 2018. 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.

Quarter	Monthly Rate/Participant
Q1: July - September	$0.27/participant/month
Q2: October – December	$0.54/ participant/month
Q3: January – March	$0.54/ participant/month
Q4: April – June	$0.54/ participant/month

SUPERINTENDENT'S LEC Fee for Administrative Support

After SUPERINTENDENT has received reimbursement from the STATE for DISTRICT'S quarterly SMAA claim(s), SUPERINTENDENT will transfer to DISTRICT an amount equal to the Federal share of cost received as reimbursement for DISTRICT'S SMAA claim submitted by DISTRICT, less four and one-half percent (4.5%) fee per quarterly claim which will be used to support SUPERINTENDENT'S SMAA administration. The four and one-half percent (4.5%) LEC fee may be amended as necessary to support compliance with all Federal, STATE and SUPERINTENDENT'S program requirements.

Included in the LEC fee is the DISTRICT'S share of the STATE Participation Fee assessed to each LEC region, based on the STATE'S cost for administering the SMAA claiming process. Also, if needed, the

SUPERINTENDENT will assist the DISTRICT with the calculation or transmission of student data files to the DHCS for calculation of the Medi-Cal Eligibility Rate or "Data Match percentage".

SUPERINTENDENT'S OPTIONAL SERVICES Fee

The following optional service is offered to support the administrative SMAA program. If the DISTRICT selects the optional service, an additional two percent (2.0%) will be in addition to the LEC Fee percentage but billed separately by the SUPERINTENDENT so that the DISTRICT may submit the optional service costs for claim reimbursement based on actual costs paid.

SUPERINTENDENT will 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.

Please indicate below, the DISTRICT's response to the optional service being offered and return with the fully executed AGREEMENT.

Optional Service		Effective Date
☐ YES	☐ NO	July 1, 2017 – June 30, 2018

_____ _____

Name Date

_____

District Name

Appendix C

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: _____

BY: _____
Authorized Signature

PRINTED NAME: _____

TITLE: _____

DATE: _____

AGENDA ITEM BACKUP SHEET
June 27, 2017

Board Meeting

TITLE: **Approval of Agreement with San Joaquin County Office of Education for Use of Web-Based Individualized Education Program System and Desired Results Developmental Profile for 2017-18 School Year**

ITEM: **Consent**
SUBMITTED BY: **Doreen Lohnes, Assistant Superintendent, Special Education/SELPA**
PREPARED BY: **Darek Jaronczyk, Director, Special Education**

BACKGROUND INFORMATION:

ITEM SUMMARY:

- Provides web-based IEP system for 6,660 students with disabilities and DRDP for preschool students
- Contract Starts: July 1, 2017
- Contract Ends: June 30, 2018
- Cost: $53,753

The purpose of this agenda item is to seek Board approval of an ongoing agreement with the San Joaquin County Office of Education (SJCOE) for the use of Special Education Information System (SEIS) and the Desired Results Developmental Profile (DRDP) assessment for preschool programs. The agreement provides a web based Individualized Education Program (IEP), annual maintenance services, and programming fees for integration between Orange County Special Education Local Plan Areas (SELPAs) and State IEP forms.

SEIS was initially created by the San Joaquin Special Education Local Plan Area in a user friendly format for data management within a web based system. Teachers and other service providers can edit IEP forms, DRDPs and Progress Reports, at any time from any device with internet access. Data is linked between the SEIS Student Record and the IEP, with the ability to integrate data between SEIS and the District's Student Information System (SIS).

RATIONALE:

SEIS provides an online management of IEPs, special education records, and error check utility that promotes accuracy and compliance. All California Special Education Management System (CASEMIS) and IEP information is collected and stored in SEIS from the time the student is first entered into the system. To promote student access to educational services, SEIS allows immediate transfer of IEP information when students move to other school districts because approximately 80% of California school districts use SEIS.

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.

Management of student IEPs provides a system to monitor student services.

FUNDING:

Special Education: Not to exceed $53,753

RECOMMENDATION:

Approve the agreement with the San Joaquin County Office of Education for use of a web-based Individualized Education Program system and Desired Results Developmental Profile for the 2017-18 school year.

DL:DJ:kq:cvl

Independent Contractor Agreement

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as "DISTRICT," and **(San Joaquin County Office of Education, PO Box 213030, Stockton, CA 95213, (209) 468-5924)** hereinafter referred to as "CONTRACTOR."

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; WHEREAS, DISTRICT is in need of such special services and advice; and WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. ***Services to be provided by CONTRACTOR:*** Annual fee for the use of the Special Education Information System (SEIS) and Desired Results Development Profile (DRDP) feature including Annual Maintenance Integration Services and Programming fees for OC-State forms.

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

2. ***Term:*** CONTRACTOR shall commence providing services under this AGREEMENT on **7/1/2017** and will diligently perform as required and complete performance by **6/30/2018.**

3. ***Compensation:*** DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **Fifty Three Thousand Seven Hundred Fifty Three Dollars ($53,753)**. 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. ***Invoices:*** CONTRACTOR will submit monthly invoices to the DISTRICT within 30 days of the services being rendered. The DISTRICT will only reimburse CONTRACTOR for approved services as outlined in section 1, ***Services to be provided by CONTRACTOR*** at the cost outlined in section 3, ***Compensation***.

8. ***Originality of Services:*** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in

whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

9. ***Copyright/Trademark/Patent:*** CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

(a) **No Current or Prior Conflict of Interest.** That CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this AGREEMENT.

(b) **Notice of Potential Conflict.** If any such actual or potential conflict of interest arises under this AGREEMENT, CONTRACTOR shall immediately inform the DISTRICT in writing of such conflict.

(c) **Termination for Material Conflict.** If, in the reasonable judgment of the DISTRICT, such conflict poses a material conflict to and with the performance of CONTRACTOR's obligations under this AGREEMENT, then the DISTRICT may terminate the AGREEMENT immediately upon written notice to CONTRACTOR; such termination of the AGREEMENT shall be effective upon the receipt of such notice by CONTRACTOR.

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

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within **TEN (10)** days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the **TEN (10)** days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

12. ***Hold Harmless:*** CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect,

default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

13. ***Insurance***: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of **ONE MILLION Dollars ($1,000,000)** per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

15. ***Compliance With Applicable Laws:*** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

16. ***Permits/Licenses:*** CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

17. ***Employment With Public Agency:***. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

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

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

20. ***Non Waiver:*** The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

21. ***Notice:*** All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:

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

CONTRACTOR:

San Joaquin County Office of Education
PO Box 213030
Stockton, CA 95213

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

23. ***Attorney Fees/Costs:*** Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

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

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

THIS AGREEMENT IS ENTERED INTO THIS 1ST DAY OF JULY, 2017.

DISTRICT:	CONTRACTOR:
By: _____ Signature	By: _____ Signature
Tina Douglas Printed Name	John Arguelles Printed Name
Assistant Superintendent, Business Services Title	Director Title
5/23/2017 Board Approval Date	Social Security or Taxpayer Identification

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

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

CONFLICTS

The SEIS License Agreement shall supersede all contractual conflicts between it and this Consultant Agreement, in regards to, but not limited to, Indemnification, Warranty, Liability, Retention, Insurance, or Termination.

AGENDA ITEM BACKUP SHEET
June 27, 2017

Board Meeting

TITLE: **Approval of Agreement with Amanda Carrera for Mental Health Services for 2017-18 School Year**

ITEM: **Consent**
SUBMITTED BY: **Doreen Lohnes, Assistant Superintendent, Special Education/SELPA**
PREPARED BY: **Darek Jaronczyk, Director, Special Education**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of an agreement with Amanda Carrera, Licensed Marriage and Family Therapist, to provide mental health IEP services for students with disabilities at McFadden Intermediate and Valley High School for the 2017-18 school year. Ms. Carrera will provide services for up to 36 hours weekly and will serve 50 students.

ITEM SUMMARY:

- Contract Begins: July 1, 2017
- Contract Ends: June 30, 2018
- 50 students will be served at McFadden Intermediate and Valley High School
- Annual cost not to exceed $79,245 for 2017-18.
- Required to comply with student mental health services in accordance with student IEPs.

RATIONALE:

Ms. Carrera's services are required to comply with mental health services in accordance with student IEPs.

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

FUNDING:

Special Education: $ 79,245

RECOMMENDATION:

Approve agreement with Amanda Carrera for mental health services for the 2017-18 school year.

DL:dj:kq

Independent Contractor Agreement

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as "DISTRICT," and **(Amanda Carrera, 5049 Verdura Ave, Lakewood, CA 90712)** 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:***
    - Individual Counseling/Counseling and Guidance: Individual – In a one on one setting, provide related mental health services as delineated by student's IEP. Services are delivered to support progress on social emotional and/or behavioral goals on the student's IEP.
    - Counseling and Guidance: Group - Provide related mental health services in a group as delineated by student's IEP. Services are delivered to support progress on social emotional and/or behavioral goals on the student's IEP.
    - Parent Counseling – Provide related mental health services to parent(s) and/or families as determined by IEP.
    - Collateral Services (Consultation/Collaboration) – Work with school staff members to consult and collaborate on related mental health services as delineated by student's IEP.
    - Assessment – Contribute (written and verbal) qualitative findings to assessment team in conjunction with the social emotional and educationally related mental health assessments.
    - Goal Development – Collaborate with IEP Team Members to draft goals that target the student's IEP goals
    - Participate in IEP Meetings
    - Participate in Case Management
    - Provide Progress Summary Reports
    - LEA Medi-Cal documentation and data entry for LEA Medi-Cal billing

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

2. ***Term:*** CONTRACTOR shall commence providing services under this AGREEMENT on **7/1/2017** and will diligently perform as required and complete performance by **6/30/2018.**

3. ***Compensation:*** DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Seventy-Nine Thousand Nine Hundred Twenty-Five Dollars ($79,245). 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. ***Invoices:*** CONTRACTOR will submit monthly invoices to the DISTRICT within 30 days of the services being rendered. The DISTRICT will only reimburse CONTRACTOR for approved services as outlined in section 1, ***Services to be provided by CONTRACTOR*** at the cost outlined in section 3, ***Compensation***.

8. ***Originality of Services:*** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

9. ***Copyright/Trademark/Patent:*** CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

(a) **No Current or Prior Conflict of Interest.** That CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this AGREEMENT.

(b) **Notice of Potential Conflict.** If any such actual or potential conflict of interest arises under this AGREEMENT, CONTRACTOR shall immediately inform the DISTRICT in writing of such conflict.

(c) **Termination for Material Conflict.** If, in the reasonable judgment of the DISTRICT, such conflict poses a material conflict to and with the performance of CONTRACTOR's obligations under this AGREEMENT, then the DISTRICT may terminate the AGREEMENT immediately upon written notice to CONTRACTOR; such termination of the AGREEMENT shall be effective upon the receipt of such notice by CONTRACTOR.

11. ***Termination:*** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner. DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within **TEN (10)** days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the **TEN (10)** days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

12. ***Hold Harmless:*** CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

13. ***Insurance***: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of **ONE MILLION Dollars ($1,000,000)** per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required

hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

15. ***Compliance With Applicable Laws:*** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

16. ***Permits/Licenses:*** CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

17. ***Employment With Public Agency:***. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

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

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

20. ***Non Waiver:*** The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

21. ***Notice:*** All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:	CONTRACTOR:
Santa Ana Unified School District	**Amanda Carrera**
1601 E. Chestnut Ave	**5049 Verdura Ave**
Santa Ana, CA 92701	**Lakewood, CA 90712**

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

23. ***Attorney Fees/Costs:*** Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

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

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

THIS AGREEMENT IS ENTERED INTO THIS 28TH DAY OF JUNE, 2017.

DISTRICT:	CONTRACTOR:
By: _____ Signature	By: _____ Signature
Tina Douglas Printed Name	Amanda Carrera Printed Name
Assistant Superintendent, Business Services Title	Independent Contractor Title
_____ Board Approval Date	EIN-82-1392205 Social Security or Taxpayer Identification

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

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

AGENDA ITEM BACKUP SHEET
June 27, 2017

Board Meeting

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of Individualized Education Program (IEP) services for two students with disabilities. These students require services that address academic, social-emotional, and other unique needs as identified in students' IEPs.

ITEM SUMMARY:

- 2 students with disabilities will be served per IEP team recommendation
- Vendors are certified non-public school which serve students with disabilities per students' IEPs.
- Agreements Ends: June 30, 2017

Student #401169: currently attends the District program for students with serious and emotional disturbance but is exhibiting an increase in negative behavior. The IEP team recommended that student return to a non-public school setting with in-home behavioral support toward the goal of decreasing his maladaptive behavior. Student #362092: at student's most recent IEP, the IEP team recommended placement at a non-public school due to the severity in student's communicative, behavioral, social emotional and instructional needs.

RATIONALE:

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

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

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

FUNDING:

Special Education: Not to exceed $7,892

RECOMMENDATION:

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

DL: kq

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

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Board Meeting: June 27, 2017

Student ID#	Amount	Master Contract and Individual Service Agreement for Nonpublic School/Agency
401169	$4,202	Olive Crest Academy
362092	$3,690	Ocean View School

AGENDA ITEM BACKUP SHEET
June 27, 2017

Board Meeting

TITLE: **Approval of Payment and Reimbursement of Costs Incurred for Students with Disabilities for 2016-17 and 2017-18 School Years**

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

BACKGROUND INFORMATION:

ITEM SUMMARY:
• Payment of legal fees per settlement agreement for 2 students, each in the amount of $7,000.

The purpose of this agenda item is to seek Board approval of payment and reimbursement of costs incurred by parents for students with disabilities. The Individuals with Disabilities Education Act and its amendments (IDEA and IDEIA) provide due process rights to parents of students with disabilities that afford them the option of submitting claims to the California office of Administrative Hearings (OAH). Parents most often state that school districts have not met the free and appropriate public education (FAPE) standard as provided in the law, i.e. that the student has not made adequate educational progress. This formal claim results in alternative dispute resolution sessions that involve a due process hearing officer provided by OAH. To work cooperatively with parents and to avoid costly and adversarial due process hearings that include legal representation, school districts work diligently toward settlement of these legal claims. As provided in other civil rights legislation, these claims provide for reimbursement of parents' legal fees.

For student #336721: the agreement provides for placement at a non-public special education school, additional assessments by District staff, one independent speech language assessment by a provider approved by both parent and district, and payment of parent's attorney's fees in the amount of $7,000. For student #362092: the agreement provides for placement at a non-public special education school, five assessments by District staff, one assessment in functional behavior by independent provider approved by both parent and District, and payment of parent's attorney's fees in the amount of $7,000.

RATIONALE:

The parties on the attached list participated in a resolution session and mediation following the filing of a due process hearing and agreed to resolve the dispute by reimbursing those applicable for costs incurred.

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 $14,000

RECOMMENDATION:

Approve the payment and reimbursement of costs incurred for students with disabilities for the 2016-17 and 2017-18 school years.

Payment and Reimbursement of Costs Incurred for Students with Disabilities for 2016-17 and 2017-18 School Years

Board Meeting: June 27, 2017

Student ID#:	Amount:	Expenditure:	Payee:
336721	$7,000	Attorney Fees	Law Offices of Augustin Egelsee, LLP
362092	$7,000	Attorney Fees	Law Offices of Augustin Egelsee, LLP

DL:DJ:cvl

AGENDA ITEM BACKUP SHEET
June 27, 2017

Board Meeting

TITLE: **Approval of Service Agreement with St. Jude Neighborhood Health Centers for Healthy Smiles Mobile Clinics for 2017-18 School Year**

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

ITEM SUMMARY:

- St. Jude Neighborhood Health Centers Service Agreement will provide non-invasive dental services for students in pre-school through grade eight at the District's participating elementary and intermediate schools.
- This agreement will be in effect from July 1, 2017 through June 30, 2018.
- Services are at no cost to families or the District. With parental consent, children will receive dental services.

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the service agreement with St. Jude Neighborhood Health Centers, for 2017-18 school year, to provide no-cost dental services for students. The District has had agreements in place since 2009 for nonprofit organizations to provide our students with dental services.

St. Jude Neighborhood Centers operates a mobile dental care facility. It is a Federally Qualified health center whose scope of services includes providing preventative dental services to uninsured and low income populations regardless of age, gender, race, or ability to pay.

Services are provided by community-based Registered Dental Hygienists and Registered Dental Assistants. Services may include but are not limited to oral health and nutrition education, dental screenings, examinations, fluoride application, sealants, and dental service referrals for untreated dental disease. The mobile clinic will park in designated areas to provide dental services for students.

RATIONALE:

This agreement will help to create a culture of prevention for dental health and make dental services immediately accessible to students upon receipt of parent permission. Services will be available to students at times determined by administration. In addition, family members will be referred to collaborating dentists in clinical settings.

LCAP GOAL 3.5: Ensure access for low income pupils to the core instructional program by including, but not limited to, Positive Behavior Interventions and Supports (PBIS) training, 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.

FUNDING:

No fiscal impact.

RECOMMENDATION:

Approve the service agreement with St. Jude Neighborhood Health Centers for Healthy Smiles Mobile Clinics for the 2017-18 school year.

DL:DJ:kq:cvl

MOBILE DENTAL CARE
Services Agreement

SANTA ANA UNIFIED SCHOOL DISTRICT

AND

ST. JUDE NEIGHBORHOOD HEALTH CENTERS

THIS MOBILE DENTAL CARE SERVICES AGREEMENT (the "Agreement") is made and entered into as of July 1, 2017, by and between the **SANTA ANA UNIFIED SCHOOL DISTRICT**, (hereinafter referred to as the "District") and **ST. JUDE NEIGHBORHOOD HEALTH CENTERS,** a state licensed community health center, with reference to the following facts:

A. The District is the owner and operator of multiple schools serving students in pre-school through grade six;

B. ST. JUDE NEIGHBORHOOD HEALTH CENTERS is a Federally Qualified Health Center ("FQHC") under Section 1905 of the Social Security Act, Section 330, exempt from federal taxation under Section 501(c)(3) of the Internal Revenue Code, whose scope of services includes providing preventive dental services to the uninsured and low-income populations regardless of age, gender, race or ability to pay;

C. ST. JUDE NEIGHBORHOOD HEALTH CENTERS provides healthcare services in its federally-approved service area through its employees and contractors at it's fixed community clinic location and mobile clinics which are licensed by the California Department of Public Health;

D. ST. JUDE NEIGHBORHOOD HEALTH CENTERS operates a dental outreach program at various school districts in or around Orange County, California, to provide preventive dental services which may include, but are not limited to: oral health and nutrition education, dental screenings, examinations, fluoride varnish application, dental sealants and dental service referrals for untreated dental disease (the "Dental Care Services") using a special purpose commercial coach designed and outfitted to provide comprehensive dental services (the "Mobile Clinic" or "Mobile Clinics");

E. ST. JUDE NEIGHBORHOOD HEALTH CENTERS wishes to utilize street parking and/or designated school parking at participating schools within **Santa Ana Unified School District Schools** ("Schools"). Mobile Clinic will park in designated areas in order to offer dental care services for children.

F. District desires to allow ST. JUDE NEIGHBORHOOD HEALTH CENTERS to utilize the street parking areas in front of the Schools for ST. JUDE NEIGHBORHOOD HEALTH CENTERS to park a Mobile Clinic in the community for a limited time.

NOW, THEREFORE, the parties do hereby agree as follows:

1. Term and Termination.

The term of this Agreement shall commence on the date set forth above effective for a one-year period beginning July 1st, 2017 and will terminate June 30th, 2018 and will automatically renew for an additional one-year period on each successive July 1st unless a party notifies the other party in writing before July 1st of its intent not to renew. Additionally, either party may terminate this MOU at any time with 30 days' written notice of termination to the other party. This Agreement shall immediately terminate upon the occurrence of any of the following: (a) in the event funding for ST. JUDE NEIGHBORHOOD HEALTH CENTERS is no longer available; (b) upon the modification of State or federal regulations related to FQHC's providing preventive dental services; or (c) the receipt by either party of any notice, decree, opinion, ruling, law or regulation that indicates that any aspect of this Agreement is unlawful.

2. Mobile Clinic Dental Care Services.

ST. JUDE NEIGHBORHOOD HEALTH CENTERS shall provide the Mobile Clinic Dental Care Services as set forth in the ST. JUDE NEIGHBORHOOD HEALTH CENTERS Goals and Objectives described in Exhibit A. The services shall be provided in a Mobile Clinic provided by Healthy Smiles for Kids of Orange County (Healthy Smiles). It shall be parked in an area designated by the Schools. ST. JUDE NEIGHBORHOOD HEALTH CENTERS shall commence rendering services on the date as agreed upon in writing by the parties, pursuant to the schedule referenced in this Agreement. All Dental Care Services shall be at the sole cost and expense of ST. JUDE NEIGHBORHOOD HEALTH CENTERS.

3. ST. JUDE NEIGHBORHOOD HEALTH CENTERS' Staffing.

a. ST. JUDE NEIGHBORHOOD HEALTH CENTERS' sub-contractor, Healthy Smiles, will provide qualified professional staff that shall hold appropriate licenses and certificates, as applicable, for the provision of services hereunder.

b. ST. JUDE NEIGHBORHOOD HEALTH CENTERS shall work with Healthy Smiles to designate one individual to serve as the Prevention Supervisor of the Mobile Clinic Dental Care Services. The Prevention Supervisor shall be responsible for administrative matters relating to the provision of Dental Care Services in the Mobile Clinics.

c. Only licensed dentists and registered dental assistants/hygienists shall provide Dental Care Services in the Mobile Clinic and shall be under the overall supervision of ST. JUDE NEIGHBORHOOD HEALTH CENTERS' Dental Director.Outreach Educators will assist with scheduling appointments and dental education for parents and children.

4. ST. JUDE NEIGHBORHOOD HEALTH CENTERS Mobile Clinic Dental Care Services.

a. The ST. JUDE NEIGHBORHOOD HEALTH CENTERS Dental Care Services provided under this Agreement will be provided in a special purpose commercial coach designed and outfitted to provide comprehensive dental services.

b. The Dental Care Services being provided by ST. JUDE NEIGHBORHOOD HEALTH CENTERS under this Agreement shall be limited to services necessary in direct support of dental care rendered at the Mobile Clinic and shall not replace the functions of regular dental visits.

c. The Dental Care Services being provided will be for the children in the District. All Dental Care Services shall be provided by prior appointment made by a child's parent or guardian with ST. JUDE NEIGHBORHOOD HEALTH CENTERS. Prior to providing Dental Care Services, ST. JUDE NEIGHBORHOOD HEALTH CENTERS shall require written consent from a parent or legal guardian of the child on ST. JUDE NEIGHBORHOOD HEALTH CENTERS' Parent/Guardian Consent Form. ST. JUDE NEIGHBORHOOD HEALTH CENTERS shall maintain such consent in its records.

d. The Mobile Clinic shall be located in the school parking area as specified by Schools identified in Exhibit B. ST. JUDE NEIGHBORHOOD HEALTH CENTERS and the District shall agree to a schedule which may change from time to time as mutually agreed upon in writing by the parties. The District makes no representations to ST. JUDE NEIGHBORHOOD HEALTH CENTERS that the schools selected by ST. JUDE NEIGHBORHOOD HEALTH CENTERS are appropriate for the provision of the Dental Care Services of the Mobile Clinic. Restrooms will be available on the school site for children only.

e. ST. JUDE NEIGHBORHOOD HEALTH CENTERS shall provide documentation to the California Department of Health Services, the fire department, or other government or city/county agency, if and as required, in order to provide the Dental Care Services in the Mobile Clinic.

f. ST. JUDE NEIGHBORHOOD HEALTH CENTERS operates the Mobile Clinic through a contractor arrangement with Healthy Smiles for Kids of Orange County. District acknowledges that it has no rights to such name or names.

g. ST. JUDE NEIGHBORHOOD HEALTH CENTERS shall have sole and absolute discretion, authority, control and responsibility for the Dental Care Services provided in the Mobile Clinic. District is merely providing the location for the operation of the Mobile Clinic.

5. Independent Contractors.

a. ST. JUDE NEIGHBORHOOD HEALTH CENTERS is at all times acting and performing Dental Care Services as an independent contractor. ST. JUDE NEIGHBORHOOD HEALTH CENTERS understands and agrees that it and all of its 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 Districts' employees are normally entitled, including, but not limited to State Unemployment Compensation or workers' compensation. ST. JUDE NEIGHBORHOOD HEALTH CENTERS

assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the Services to be provided under this Agreement.

b. The District shall neither have nor exercise any control or direction over ST. JUDE NEIGHBORHOOD HEALTH CENTERS or its employees in the performance of the Services under this Agreement.

6. Billing.

The Dental Care Services are to be delivered to children in the community at no charge to the District. The District shall not provide any billing or collection services. Any payment for Dental Care Services, if applicable, shall be solely between ST. JUDE NEIGHBORHOOD HEALTH CENTERS and the child's parent and/or guardian.

7. Indemnification.

ST. JUDE NEIGHBORHOOD HEALTH CENTERS agrees to and does hereby indemnify, hold harmless, and defend the District and its Governing Board, officers, and employees from every claim or demand made and every liability, loss, damage, or expense which may be incurred by reason of the negligence or willful misconduct of ST. JUDE NEIGHBORHOOD HEALTH CENTERS in the performance of the Dental Care Services pursuant to this Agreement.

8. Insurance.

a. Prior to commencement of providing the Dental Care Services in the Mobile Clinics, ST. JUDE NEIGHBORHOOD HEALTH CENTERS shall present to the District evidence of insurance with respect to general liability, workers' compensation, and medical/dental malpractice. ST. JUDE NEIGHBORHOOD HEALTH CENTERS shall maintain general liability coverage at minimum limits of $1,000,000 per claim/occurrence. ST. JUDE NEIGHBORHOOD HEALTH CENTERS shall maintain malpractice insurance, or Federal Tort Claims Act program participation, at minimum limits of $1,000,000/$3,000,000 per claim/annual aggregate. ST. JUDE NEIGHBORHOOD HEALTH CENTERS, or its subcontractor if utilizing a subleased Mobile Clinic, shall maintain auto liability insurance at a minimum limit of $1,000,000 per claim/occurrence.

b. ST. JUDE NEIGHBORHOOD HEALTH CENTERS shall maintain the foregoing insurance, naming the District as an additional insured, in effect at all times during the term of this Agreement, and shall provide the District with certified policy endorsement(s). The District will be notified at least thirty (30) days prior to cancellation, non-renewal, or material change of policy.

9. Reasonable Efforts to Provide Services

ST. JUDE NEIGHBORHOOD HEALTH CENTERS shall use reasonable efforts to provide Dental Care Services in accordance with the Agreement and to provide the Dental Care Services according to the schedule agreed to between the parties. Notwithstanding the

foregoing, ST. JUDE NEIGHBORHOOD HEALTH CENTERS shall not be liable to District for failure to provide Dental Care Services hereunder or in accordance with such schedule.

10. Assignment and Delegation.

Neither party shall assign any rights or delegate any duties hereunder without the prior written consent of the other party.

11. Dental Records.

All dental records shall be provided to the parents by ST. JUDE NEIGHBORHOOD HEALTH CENTERS and any and all dental records and charts of Mobile Clinic patients shall be and remain the property of ST. JUDE NEIGHBORHOOD HEALTH CENTERS. ST. JUDE NEIGHBORHOOD HEALTH CENTERS and each of its employees, agents and consultants shall comply with all applicable laws regarding the confidentiality of patient information including, but not limited to, the regulations under the Health Information Portability and Accountability Act ("HIPPA").

12. Nondiscrimination.

ST. JUDE NEIGHBORHOOD HEALTH CENTERS shall not discriminate on the basis of race, religion, sex, sexual orientation, national origin, age or disability in employment, in the operation of its Mobile Clinics or in the provision of Services pursuant to this Agreement.

13. Attorneys' Fees.

In the event that a dispute arises with respect to the terms of this Agreement, each party shall be responsible for its own attorneys' fees and costs.

14. Furnishings, Equipment or Supplies.

Upon termination of this Agreement, the Mobile Clinics and any furnishings, equipment, or supplies shall remain under the exclusive ownership and control of ST. JUDE NEIGHBORHOOD HEALTH CENTERS or, if applicable, its subcontractor or cooperative partner.

15. Notices.

Any notice required or permitted by any party shall be in writing and shall be delivered personally or by United States mail, first class postage prepaid, certified or registered return receipt requested, to the following addresses:

If to the District:
Santa Ana Unified School District
1601 E. Chestnut
Anaheim, CA 92701

Attn: _____

If to ST. JUDE NEIGHBORHOOD HEALTH CENTERS:
St. Jude Neighborhood Health Centers
731 S. Highland Avenue
Fullerton, CA 92832
Attn: Timothy J. Brown
Executive Director

If personally delivered, such notice shall be effective upon delivery. If mailed in accordance with this section, such notice shall be effective as of the third day (excluding Sundays and holidays) after mailing. Either party may change its address indicated above by giving notice of such change to the other party in the manner specified in this section.

16. No Third Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm, or corporation, other than the parties hereto and their respective successors or permitted assigns, any remedy or claim under or by reason of this Agreement or any term, covenant, or condition hereof, as a third party beneficiary or otherwise.

17. Entire Agreement: Amendment.

This Agreement constitutes and contains the entire agreement of the parties hereto and supersedes any and all prior negotiations and agreements between the parties respecting the subject matter hereof. This Agreement may not be amended or modified, except by written instrument signed by both parties. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in Orange County, California.

SANTA ANA UNIFIED SCHOOL DISTRICT	ST. JUDE NEIGHBORHOOD HEALTH CENTERS
By_____	By_____
Printed Name:	Timothy J. Brown, Executive Director
Date: _____	Date: 5/4/17

Exhibit A

MOBILE CLINIC DENTAL CARE SERVICES

GOALS AND OBJECTIVES

Goal:

The goal of the Prevention Oral Health for School Aged Children program is to provide oral health care services to children and adolescents who are at high risk for dental disease. The mobile clinic allows children to gain greater access to dental care in the environment of their school and/or community.

Objectives:

Provide preventative oral health services to children at schools and at community sites with the objective of increasing utilization of the dental health care system.

Preventative oral health services as consented to by the child's parent or legal guardian will include but are not limited to the following procedures:

- Visual dental exams provided by a licensed dentist.
- Fluoride varnish.
- Sealants.

Increase awareness of oral health disease and self-management interventions to promote oral health through education with the following foci:

- Disease epidemiology.
- Oral hygiene.
- Impact of substances (i.e. tobacco) on oral health.
- Nutrition.
- Routine dental care.

Provide community dental resource information to child's parent or legal guardian with linkage as needed to a dental home.

EXHIBIT B

LIST OF SCHOOLS PARTICIPATING

Preschools

- Garfield State Preschool
- Heninger State Preschool
- Lowell State Preschool
- Madison State Preschool
- Mitchell State Preschool
- Wilson State Preschool

Elementary Schools

- Abraham Lincoln Elementary
- Adeline C. Walker Elementary
- Advanced Learning Academy
- Andrew Jackson Elementary
- Benjamin Franklin Elementary
- Carl Harvey Elementary
- Diamond Elementary
- Frederick Remington Elementary
- George Washington Elementary
- George Washington Carver Elementary
- Glenn Martin Elementary
- Greenville Fundamental Elementary
- Herbert Hoover Elementary
- Heroes Elementary
- James A. Garfield Elementary
- James R. Lowell Elementary
- James Madison Elementary
- James Monroe Elementary
- Jim Thorpe Fundamental
- John Adams Elementary
- John C. Fremont Elementary
- John F. Kennedy Elementary
- John Muir Fundamental Elementary
- Jose Sepulveda Elementary
- Lydia Romero-Cruz Elementary
- Manuel Esqueda Elementary
- Martin Luther King Elementary
- Martin R. Heninger Elementary
- Monte Vista Elementary
- Pio Pico Elementary
- Santiago Elementary
- Theodore Roosevelt Elementary
- Thomas A. Edison Elementary

- Thomas Jefferson Elementary
- Wallace R. Davis Elementary
- William Howard Taft Elementary
- Woodrow Wilson Elementary

Middle Schools

- Community Day Intermediate
- Douglas MacArthur Fundamental Intermediate
- Gerald P. Carr Intermediate
- Gonzalo Felicitas Mendez Fundamental Intermediate
- Julia C. Lathrop Intermediate
- McFadden Intermediate
- Raymond A. Villa Fundamental Intermediate
- Sierra Preparatory Academy
- William Henry Spurgeon Intermediate
- Frances E. Willard Intermediate

AGENDA ITEM BACKUP SHEET
June 27, 2017

Board Meeting

TITLE: **Approval of Service Agreement with University of California Irvine Health Family Health Centers for 2017-18 School Year**

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

ITEM SUMMARY:

- University of California Irvine Health Family Health Centers Service Agreement will provide non-invasive dental services for students in pre-school through grade eight at the District's participating elementary and intermediate schools.
- This agreement will be in effect from July 1, 2017 through June 30, 2018.
- Services are at no cost to families or the District. With parental consent, children will receive dental services.

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the service agreement with University of California Irvine Health Family Health Centers, for 2017-18 school year, to provide no-cost dental services for students. The District has had agreements in place since 2009 for nonprofit organizations to provide our students with dental services. Services are provided by community-based Registered Dental Hygienists and Registered Dental Assistants collaborating with dentists using tele-dentistry technology. This team has earned an additional certification beyond their professional preparation.

The dental team performs aspects of the treatment plan that can be conducted in the mobile clinic which falls within that clinician's scope and applicable license and training. These services include: health promotion education; dental disease risk assessment; preventive procedures such as application of fluoride varnish, dental prophylaxis and periodontal scaling; tracking and supporting the patient in obtaining additional care and following the recommendations for additional services.

When the collaborating dentist determines that the patient requires a level of care or service that can only be provided by a licensed dentist, the patient is referred to the collaborating dentist's office for that treatment or other appropriate care.

RATIONALE:

This agreement will help to create a culture of prevention for dental health and make dental services immediately accessible to students upon receipt of parent permission. Services will be

available to students at times determined by administration. In addition, family members will be referred to collaborating dentists in clinical settings.

LCAP GOAL 3.5: Ensure access for low income pupils to the core instructional program by including, but not limited to, Positive Behavior Interventions and Supports (PBIS) training, 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.

FUNDING:

No fiscal impact.

RECOMMENDATION:

Approve the service agreement with University of California Irvine Health Family Health Centers for the 2017-18 school year.

DL:DJ:kq:cvl

MOBILE DENTAL CARE
Services Agreement

“SANTA ANA UNIFIED SCHOOL DISTRICT”

AND

University of California Irvine Health Family Health Centers

THIS DENTAL CARE SERVICES AGREEMENT (the "Agreement") is made and entered into as of July 1, 2017 by and between the “SANTA ANA UNIFIED SCHOOL DISTRICT”, (hereinafter referred to as the "District") and The Regents of the University of California, a corporation as described in Article IX, Section 9 of the Constitution of the State of California, on behalf of University of California Irvine Health Family Health Centers (hereinafter called "University"), with reference to the following facts:

A. The District is the owner and operator of multiple schools serving students in pre-school through grade eight;

B. University has a Federally Qualified Health Center ("FQHC") under Section 1905 of the Social Security Act, Section 330, exempt from federal taxation under Section 50l(c)(3) of the Internal Revenue Code, whose scope of services includes providing preventive dental services to the uninsured and low-income populations regardless of age, gender, race or ability to pay;

C. University provides healthcare services in its federally-approved service area through its employees and contractors at it’s fixed community clinic location and mobile clinics which are licensed by the California Department of Public Health;

D. University operates a dental outreach program at various school districts in or around Orange County, California, to provide preventive dental services which include, but are not limited to: oral health and nutrition education, dental screenings, examinations, digital x-rays, oral prophylaxis, fluoride varnish application, dental sealants and dental service referrals for untreated dental disease (the "Dental Care Services") using a special purpose commercial coach designed and outfitted to provide dental services (the "Mobile Clinic" or “Mobile Clinics”) or using portable equipment within designated locations on school campuses (the “Teledentistry Clinic” or “Teledentistry Clinics”), jointly (the “Clinics”).

E. University wishes to utilize street parking and/or designated school parking at participating schools within **“SANTA ANA UNIFIED SCHOOL DISTRICT” Schools** ("Schools") to park the Mobile Clinic in order to offer mobile dental care services for children.

F. District desires to allow University to utilize the street parking areas in front of the Schools for University to park a Mobile Clinic in the community for a limited time.

G. Selection to utilize the Mobile Clinic, Teledentistry Clinic or combination will be arranged between the University and the Schools.

NOW, THEREFORE, the parties do hereby agree as follows:

1. Term and Termination.

The term of this Agreement shall commence on the date set forth above effective for a one-year period beginning July 1st, 2017 and will terminate June 30th, 2018 Additionally, either party may terminate this MOU at any time for any reason or no reason with 30 days' written notice of termination to the other party. This Agreement shall immediately terminate upon the occurrence of any of the following: (a) in the event funding for University is no longer available; (b) upon the modification of State or federal regulations related to FQHC's providing preventive dental services; or (c) the receipt by either party of any notice, decree, opinion, ruling, law or regulation that indicates that any aspect of this Agreement is unlawful.

2. Mobile Clinic Dental Care Services.

University shall provide Mobile Clinic Dental Care Services, as set forth in the University Goals and Objectives described in Exhibit A, that shall be requested by District and agreed to by University. The services shall be provided in a Mobile Clinic provided by Healthy Smiles for Kids of Orange County (Healthy Smiles). It shall be parked in an area designated by the Schools. University shall commence rendering services on the date as agreed upon in writing by the parties, pursuant to a schedule mutually agreed upon by the parties. All Dental Care Services shall be at the sole cost and expense of University.

3. Teledentistry Clinic Dental Care Services

University shall provide Teledentistry Clinic Dental Care Services, as set forth in the University Goals and Objectives described in Exhibit A, that shall be requested by District and agreed to by University. The services shall be provided in a dedicated space on the school campus as designated by Schools. University shall commence rendering services on the date as agreed upon in writing by the parties, pursuant to a schedule mutually agreed upon by the parties. All Dental Care Services shall be at the sole cost and expense of University.

4. University' Staffing.

a. University' sub-contractor, Healthy Smiles, will provide qualified professional staff that shall hold appropriate licenses and certificates, as applicable, for the provision of services hereunder.

b. University shall work with Healthy Smiles to designate individuals to serve as the Prevention Supervisor of the Mobile Clinic and Teledentistry Manager of the Teledentistry Clinic. These individuals shall be responsible for administrative matters relating to the provision of Dental Care Services of the Clinics.

c. Only licensed dentists and registered dental assistants/hygienists shall provide Dental Care Services in the Clinics and shall be under the overall supervision of

University's Dental Director. Outreach Educators will assist with scheduling appointments and dental education for parents and children.

5. University Dental Care Services.

a. The University Dental Care Services provided under this Agreement will be provided in a special purpose commercial coach designed and outfitted to provide comprehensive dental services or in a dedicated space on the school campus.

b. The Dental Care Services being provided by University under this Agreement shall be limited to services necessary in direct support of dental care rendered at the Clinics and shall not replace the functions of regular dental visits.

c. The Dental Care Services being provided will be for the children in the District. All Dental Care Services shall be provided by prior appointment made by a child's parent or guardian with University. Prior to providing Dental Care Services, University shall require written consent from a parent or legal guardian of the child on University's Parent/Guardian Consent Form. University shall maintain such consent in its records.

d. The Mobile Clinic shall be located in the school parking area as specified by Schools identified in Exhibit B. University and the District shall agree to a schedule which may change from time to time as mutually agreed upon in writing by the parties. The District makes no representations to University that the schools selected by University are appropriate for the provision of the Dental Care Services of the Mobile Clinic. Restrooms will be available on the school site for children only.

e. The Teledentistry Clinic shall be located in a designated space specified by Schools identified in Exhibit B. University and the District shall agree to a schedule which may change from time to time as mutually agreed upon in writing by the parties. The District makes no representations to University that the schools selected by University are appropriate for the provision of the Dental Care Services of the Teledentistry Clinic

f. University shall provide documentation to the California Department of Health Services, the fire department, or other government or city/county agency, if and as required, in order to provide the Dental Care Services in the Clinics.

g. University operates the Clinics through a contractor arrangement with Healthy Smiles for Kids of Orange County. District acknowledges that it has no rights to such name or names.

h. University shall have sole and absolute discretion, authority, control and responsibility for the Dental Care Services provided in the Clinics. District is merely providing the location for the operation of the Clinics.

6. Independent Contractors.

a. University is at all times acting and performing Dental Care Services as an independent contractor. University understands and agrees that it and

all of its 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 Districts' employees are normally entitled, including, but not limited to State Unemployment Compensation or workers' compensation. University assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the Services to be provided under this Agreement.

b. The District shall neither have nor exercise any control or direction over University or its employees in the performance of the Services under this Agreement.

7. Billing.

The Dental Care Services are to be delivered to children in the community at no charge to the District. The District shall not provide any billing or collection services.

8. Indemnification.

University agrees to and does hereby indemnify, hold harmless, and defend the District and its Governing Board, officers, and employees from every claim or demand made and every liability, loss, damage, or expense which may be incurred by reason of the negligence or willful misconduct of University, its officers, employees, or agents in the performance of this Agreement.

9. Insurance.

a. Prior to commencement of providing the Dental Care Services in the Mobile Clinics, University shall present to the District evidence of insurance or a self-insurance program with respect to general liability, workers' compensation, and medical/dental malpractice. University shall maintain a self-insurance program of general liability coverage at minimum limits of $1,000,000 per claim/occurrence. University shall maintain a self-insurance program of malpractice insurance, or Federal Tort Claims Act program participation, at minimum limits of $1,000,000/$3,000,000 per claim/annual aggregate. University, or its subcontractor if utilizing a subleased Mobile Clinic, shall maintain auto liability insurance at a minimum limit of $1,000,000 per claim/occurrence.

b. University shall maintain the foregoing insurance and shall provide the District with certified policy endorsement(s). The District will be notified at least thirty (30) days prior to cancellation, non-renewal, or material change of policy.

10. Reasonable Efforts to Provide Services

University shall use reasonable efforts to provide Dental Care Services in accordance with the Agreement and to provide the Dental Care Services according to the schedule agreed to between the parties. Notwithstanding the foregoing, University shall not be liable to District for failure to provide Dental Care Services hereunder or in accordance with such schedule.

10. Assignment and Delegation.

Neither party shall assign any rights or delegate any duties hereunder without the prior written consent of the other party; provided, however, that University may subcontract its services hereunder to Healthy Smiles.

11. Dental Records.

All dental records shall be provided to the parents by University and any and all dental records and charts of the Clinics' patients shall be and remain the property of University. University and each of its employees, agents and consultants shall comply with all applicable laws regarding the confidentiality of patient information including, but not limited to, the regulations under the Health Information Portability and Accountability Act ("HIPPA").

12. Nondiscrimination.

University shall not discriminate on the basis of race, religion, sex, sexual orientation, national origin, age or disability in employment, in the operation of its Clinics or in the provision of Services pursuant to this Agreement.

13. Attorneys' Fees.

In the event that a dispute arises with respect to the terms of this Agreement, each party shall be responsible for its own attorneys' fees and costs.

14. Furnishings, Equipment or Supplies.

Upon termination of this Agreement, the Clinics and any furnishings, equipment, or supplies shall remain under the exclusive ownership and control of University or, if applicable, its subcontractor or cooperative partner.

15. Notices.

Any notice given hereunder shall be deemed sufficient if in writing and shall be deemed to have been given or made: (a) if by personal delivery, immediately upon delivery; (b) if by certified mail, return receipt requested, the third business day after delivery to the U.S. Postal Service; (c) if by facsimile transmission (with confirmation thereof), one business day after transmission; or (d) if by Federal Express, Express Mail, or any nationally recognized overnight courier service, one business day after delivery to the overnight courier service, in each case addressed as follows (or to such other address, facsimile number, or person as a party may designate by notice to the other parties):

If to the District:
Santa Ana Unified School District
1601 E. Chestnut
Anaheim, CA 92701

Attn:
Title:

If to University:
University of California Irvine Health Family Health Centers
800 N. Main Street
Santa Ana, CA 92701
Attn: Ivan Coziahr
Title: Executive Director

Either party may change its address indicated above by giving notice of such change to the other party in the manner specified in this section.

16. No Third Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm, or corporation, other than the parties hereto and their respective successors or permitted assigns, any remedy or claim under or by reason of this Agreement or any term, covenant, or condition hereof, as a third party beneficiary or otherwise.

17. Entire Agreement; Amendment; Governing Law; Execution.

This Agreement constitutes and contains the entire agreement of the parties hereto and supersedes any and all prior negotiations and agreements between the parties respecting the subject matter hereof. This Agreement may not be amended or modified, except by written instrument signed by both parties. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to principles of conflicts of laws. This Agreement may be signed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile transmission or email (with pdf attachment) shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or email (with pdf attachment) shall be deemed to be their original signatures for all purposes.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in Orange County, California.

SANTA ANA UNIFIED SCHOOL DISTRICT	THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, A CORPORATION AS DESCRIBED IN ARTICLE IX, SECTION 9 OF THE CONSTITUTION OF THE STATE OF CALIFORNIA ("THE REGENTS"), ON BEHALF OF UNIVERSITY OF CALIFORNIA IRVINE HEALTH FAMILY HEALTH CENTERS
By_____	By: _____
Printed Name:	Name: _____
Superintendent	Title: _____
Date: _____	Date: _____

Exhibit A

MOBILE CLINIC DENTAL CARE SERVICES

GOALS AND OBJECTIVES

Goal:

The goal of the Prevention and Teledentistry Oral Health Programs for School Aged Children is to provide oral health care services to children and adolescents who are at high risk for dental disease. The mobile clinic allows children to gain greater access to dental care in the environment of their school and/or community.

Objectives:

Provide preventative oral health services to children at schools and at community sites with the objective of increasing utilization of the dental health care system.

Preventative oral health services as consented to by the child's parent or legal guardian will include but are not limited to the following procedures:

Mobile

- Visual dental exams provided by a licensed dentist
- Fluoride varnish application
- Sealant application

Teledentistry

- Oral Exams provided by a licensed dentist
- Fluoride varnish application
- Sealant application
- Prophylaxis (cleanings)
- X-rays
- Intraoral Photos
- Interim Therapeutic Restorations

Increase awareness of oral health disease and self-management interventions to promote oral health through education with the following foci:

- Disease epidemiology.
- Oral hygiene.
- Impact of substances (i.e. tobacco) on oral health.
- Nutrition.
- Routine dental care.

Provide community dental resource information to child's parent or legal guardian with linkage as needed to a dental home.

EXHIBIT B
LIST OF SCHOOLS PARTICIPATING

Elementary Schools

- Abraham Lincoln Elementary
- Adeline C. Walker Elementary
- Andrew Jackson Elementary
- Benjamin Franklin Elementary
- Carl Harvey Elementary
- Diamond Elementary
- Frederick Remington Elementary
- George Washington Elementary
- George Washington Carver Elementary
- Glenn Martin Elementary
- Greenville Fundamental Elementary
- Herbert Hoover Elementary
- Heroes Elementary
- James A. Garfield Elementary
- James R. Lowell Elementary
- James Madison Elementary
- James Monroe Elementary
- Jim Thorpe Fundamental
- John Adams Elementary
- John C. Fremont Elementary
- John F. Kennedy Elementary
- John Muir Fundamental Elementary
- Jose Sepulveda Elementary
- Lydia Romero-Cruz Elementary
- Manuel Esqueda Elementary
- Martin Luther King Elementary
- Martin R. Heninger Elementary
- Monte Vista Elementary
- Pio Pico Elementary
- Santiago Elementary
- Theodore Roosevelt Elementary
- Thomas A. Edison Elementary
- Thomas Jefferson Elementary
- Wallace R. Davis Elementary
- William Howard Taft Elementary
- Woodrow Wilson Elementary

Middle Schools

- Community Day Intermediate
- Douglas MacArthur Fundamental Intermediate
- Gerald P. Carr Intermediate
- Gonzalo Felicitas Mendez Fundamental Intermediate
- Julia C. Lathrop Intermediate

AGENDA ITEM BACKUP SHEET
June 27, 2017

Board Meeting

TITLE: **Approval of Agreement Between Santa Ana Unified School District and Greene Street Communications, LLC**

ITEM: **Consent**
SUBMITTED BY: **Edmond T. Heatley, Ed.D., Deputy Superintendent, Administrative Services**
PREPARED BY: **Edmond T. Heatley, Ed.D., Deputy Superintendent, Administrative Services**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of an Agreement between Santa Ana Unified School District and Greene Street Communications, LLC.

ITEM SUMMARY:

- Service Agreement between SAUSD and Greene Street Communications, LLC.
- Term: July 1, 2017 through July 30, 2018

RATIONALE:

Greene Street Communications, LLC will provide Santa Ana Unified School District ("District") with customized services that deliver cost-effective and sustainable solutions across a broad spectrum: web, video, print, social media and mobile. Services will be provided in the following phases:

- Strategic communications
- Digital communications
- Writing and Research, Video Development, and Marketing Material
- National and Local Media Relations
- External/Internal Engagement and Outreach

Services also include training the District's key leadership team how to effectively engage with the media to increase effectiveness.

FUNDING:

Business Services General Fund: Not to exceed $50,000

RECOMMENDATION:

Approve the Agreement between Santa Ana Unified School District and Greene Street Communications, LLC.

EH:mm

Independent Contractor Agreement

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as "DISTRICT," and Greene Street Communications ("GSC"), LLC, 100 Luna Park Drive #219, Alexandria, VA 22305 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:***

Strategic Communications

- Provide a multi-tier communications strategy that addresses the following: outreach, branding, strategy development (local, state-wide, national), marketing, video production and short and long-term initiative planning

Digital Communications

- Redesign and write all copy for outreach material.
- Redesign electronic, internal and external outreach publications.
- Create a communications plan to clearly articulate Santa Ana Unified Public School initiatives and programs.

Writing and Research, Video Development, and Marketing Material

- Develop a focused and tailored branding for the district, which includes promoting multiple key messages clearly across the district, city and nation, tailored talking points, speeches and strategic messaging for all internal and external outreach for Superintendent

Work with program leads to package their initiatives for national and local audience (Videos and marketing materials, including brochures, infographics, fact sheets, flyers, media engagement and other relevant collateral)

- Strategic Op-Eds for Superintendent on selective programs and initiatives
- Speechwriting, article writing and other relevant, written content on demand
- Design Back to School Banners for the entire district
- Design Pull-ups and other relevant marketing material for the district that clearly shows the Superintendent's more focused vision and message
- Superintendent's Progress Report for 2017-2018 -- A yearly overview report provided to the Board of Education and elected and corporate officials, outlining the district's progress. This is accompanied by a video companion piece that will be electronically provided to all stakeholders and placed on the website.

National and Local Media Relations:

- Ongoing press: Interview opportunities to present new initiatives and programs being developed by cabinet leaders that support the overall vision of the Superintendent. Social media outreach strategy for all initiatives and programs that clearly demonstrates the progress being made at the district.
- National Media push: GSC will arrange interviews with national media for select district initiatives and achievements.
- Superintendent SAUSD Recognition on National Platform: GSC engages top educational organizations and submits materials for consideration in national awards searches in order to keep district initiatives and efforts in the national arena.
- GSC designs and creates full spread ads on relevant programs and initiatives for the paper of record
- GSC creates award-winning prevention and awareness PSAs for local media (Graduation, Bullying, Poverty, Obesity, and Dropouts)

External/Internal Engagement and Outreach:

- 2017 SAUSD State of Education - This is a yearly scholarship fundraising event in which local elected officials, community activists and business leaders meet to hear the

Superintendent provide a state of the district address (including long and short term goals). The event showcases student performance and artwork and uses funds raised via ticket sales and corporate donations to provide scholarships to deserving students. (Revamp initial concept)

- SANTA ANA UNIFIED SCHOOL DISTRICT Convocation 2017 - Latin for calling together, Convocation is an opportunity for all district staff (including bus drivers, food service, etc.) to come together to hear inspiring remarks from education leaders to kick start the new academic school year. This fun-filled day inspires teachers, community leaders and staff to rally behind the goals set by the Superintendent. Features: Dynamic speech by Superintendent, Keynote speaker, music, videos, regional cheering squad and a host of engaging activities.

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

2. ***Term:*** CONTRACTOR shall commence providing services under this AGREEMENT on **7/1/2017** and will diligently perform as required and complete performance by **6/30/2018.**

3. ***Compensation:*** DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Fifty Thousand Dollars ($50,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: Services rendered will be charge at a rate of $125 per hour.

4. ***Expenses:*** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: travel, lodging, mileage, meals, etc.

5. ***Independent Contractor:*** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not

limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

6. ***Materials:*** CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: N/A.
CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

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

8. ***Originality of Services:*** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

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

CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

(a) **No Current or Prior Conflict of Interest.** That CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this AGREEMENT.

(b) **Notice of Potential Conflict.** If any such actual or potential conflict of interest arises under this AGREEMENT, CONTRACTOR shall immediately inform the DISTRICT in writing of such conflict.

(c) **Termination for Material Conflict.** If, in the reasonable judgment of the DISTRICT, such conflict poses a material conflict to and with the performance of CONTRACTOR's obligations under this AGREEMENT, then the DISTRICT may terminate the AGREEMENT immediately upon written notice to CONTRACTOR; such termination of the AGREEMENT shall be effective upon the receipt of such notice by CONTRACTOR.

11. ***Termination:*** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner. DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within **TEN (10)** days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the

correction thereof be made, this AGREEMENT shall upon the expiration of the **TEN (10)** days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

12. ***Hold Harmless:*** CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this

AGREEMENT.

13. ***Insurance***: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of **ONE MILLION Dollars ($1,000,000)** per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

15. ***Compliance With Applicable Laws:*** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

16. ***Permits/Licenses:*** CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

17. ***Employment With Public Agency:***. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

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

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

20. ***Non Waiver:*** The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

21. ***Notice:*** All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:	CONTRACTOR:
Santa Ana Unified School District	**Greene Street Communications, Inc.**
1601 E. Chestnut Ave	**100 Luna Park Drive, #219**
Santa Ana, CA 92701	**Alexandria, VA 22305**

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

23. ***Attorney Fees/Costs:*** Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

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

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

THIS AGREEMENT IS ENTERED INTO THIS 28TH DAY OF JUNE, 2017.

DISTRICT:	CONTRACTOR:
By: _____	By: Jamilah Fraser
Signature	Signature
Edmond T. Heatley, Ed.D	Jamilah Fraser
Printed Name	Printed Name
Deputy Superintendent, Administrative Services	Managing Partner
Title	Title
6/27/2017	46-3587291
Board Approval Date	Social Security or Taxpayer Identification

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

AGENDA ITEM BACKUP SHEET
June 27, 2017

Board Meeting

TITLE: **Ratification of Purchase Order Summary and Listing of all Purchase Orders, for the Period of May 24, 2017 through June 13, 2017**

ITEM: **Consent**
SUBMITTED BY: **Edmond T. Heatley, Ed.D., Deputy Superintendent, Administrative 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 24, 2017 through June 13, 2017
- Board Policy 3300
- Education Code 17604

RATIONALE:

The Purchase Order Summary consists of all orders created during the period of May 24, 2017 through June 13, 2017. A detailed listing is also included. Purchase orders for contracts over $25,000 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:

No fiscal impact.

RECOMMENDATION:

Ratify Purchase Order Summary and Listing of all Purchase Orders for the period of May 24, 2017 through June 13, 2017.

EH:jg:mm

Santa Ana Unified School District

Stefanie P. Phillips, Ed.D., Superintendent

Date: June 14, 2017

To: Stefanie P. Phillips, Ed.D., Superintendent

From: Edmond T. Heatley, Ed.D., Deputy Superintendent, Administrative Services

Subject: Purchase Order Summary: From 24-MAY-2017 through 13-JUNE-2017

Fund 01	21st Century ASSETS (roll-up 4124)	$	33,778.93
Fund 01	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	$	3,275.61
Fund 01	AVID-OCDE Destination Graduation-Interm Schs	$	6,152.51
Fund 01	California Career Pathways Trust	$	3,563.92
Fund 01	Civic Center Rental Fees	$	53,101.93
Fund 01	Communication Studies (Speech and Debate)	$	15,053.61
Fund 01	Department of Rehab: Workability II, Transition Partnership	$	27,286.59
Fund 01	Donations (Miscellaneous)	$	22,349.41
Fund 01	Donations-Hall of Fame Wall	$	481.34
Fund 01	E-Business Academy [0473] CHS	$	899.18
Fund 01	Education Academy [0434] CHS	$	4,658.47
Fund 01	Educator Effectiveness	$	4,965.94
Fund 01	Emergency Preparedness and Operations	$	38,891.10
Fund 01	Employee Wellness	$	3,790.50
Fund 01	Fund 01 General Fund	$	50,875.53
Fund 01	Fundraiser (Non ASB-PTA Deposits)	$	4,180.48
Fund 01	Global Business Academy [0190] VHS	$	420.00
Fund 01	Head Start	$	45,290.08
Fund 01	Homeless Children Education Grants	$	8,947.23
Fund 01	IASA: Title I Basic Grants Low-Income and Neglected, Part A	$	557,272.90
Fund 01	IASA: Title I Migrant Ed Regular Program	$	41,346.35
Fund 01	Kinder Readiness Program II	$	1,039.57
Fund 01	LCFF Funding Verification Forms	$	1,800.00
Fund 01	LCFF-Supplemental/Concentration	$	21,153.61
Fund 01	Medi-Cal Billing Option	$	5,871.65
Fund 01	NCLB: Title II, Part B, CA Mathematics and Science Partnerships (CaMSP)	$	220.03
Fund 01	NCLB: Title I, School Improvement Grant QEIA	$	6,790.66
Fund 01	NJROTC	$	4,930.26
Fund 01	One-Time Discretionary Funds	$	3,638.59
Fund 01	Ongoing & Major Maintenance Account	$	201,817.29
Fund 01	Orange County Community Foundation Grant	$	500.00
Fund 01	Positive School Climate Model	$	583.40
Fund 01	S.D. Bechtel, Jr. Foundation	$	510.05

BOARD OF EDUCATION
John Palacio, President • Valerie Amezcua, Vice President
Cecilia "Ceci" Iglesias, Clerk • Alfonso Alvarez, Ed.D., Member • Rigo Rodriguez, Ph.D., Member

Fund 01	Saturday Attendance Recovery Program (WIN)	$	13,741.50
Fund 01	Special Ed: IDEA Early Intervention Grants	$	1,618.35
Fund 01	Special Ed: IDEA Preschool Grants,	$	1,893.65
Fund 01	Special Ed: IDEA Preschool Local Entitlement, Part B, Sec 611	$	556.08
Fund 01	Special Ed: Mental Health Services	$	1,349.50
Fund 01	Special Ed: Workability I LEA	$	190.67
Fund 01	Special Education	$	59,111.00
Fund 01	Title I, Core Set Aside	$	70,582.09
Fund 01	Title II-Part A Improving Teacher Quality	$	34,778.00
Fund 01	Traffic Impound Program	$	3,027.78
Fund 01	Two-Way Digital ITFS Licensee Revenue	$	1,350.00
Fund 01	Unrestricted - CAHSEE Intensive (7055)	$	25,800.00
Fund 01	Unrestricted - CalSafe (6091/6092)	$	2,684.07
Fund 01	Unrestricted - Regional Occupational Center Program (ROC/P 6350)	$	8,470.20
Fund 01	Unrestricted Discretionary Accounts	$	826,879.46
Fund 01	Unrestricted One-time Funds	$	102,763.54
	Grand Total:	**$**	**2,330,232.61**

Fund 09	Fund 09 One-Time Discretionary Funds	$	15,049.00
	Grand Total:	**$**	**15,049.00**

Fund 12	Child Development: CA State Preschool Program	$	11,992.67
Fund 12	Child Development: CA State Preschool Prog QRIS Block Grant RFA	$	2,061.68
	Grand Total:	**$**	**14,054.35**

Fund 13	Child Nutrition: School Programs	$	66,574.42
	Grand Total:	**$**	**66,574.42**

Fund 14	Fund 14 Deferred Maintenance Fund	$	85,652.43
	Grand Total:	**$**	**85,652.43**

Fund 40	Emergency Repair Program-Williams Case	$	190,145.72
Fund 40	Fund 40 2016 Lease Purchase	$	128,281.90
Fund 40	Fund 40 Kitchen Remodeling	$	129,773.90
	Grand Total:	**$**	**448,201.52**

Fund 81	Fund 81 Property & Liability	$	126,762.53
	Grand Total:	**$**	**126,762.53**

Prepared By: Jonathan Geiszler, Director, Purchasing and Stores

Fund 01

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
361750	24-May-2017	TEXTBOOK WAREHOUSE, LLC	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MIDDLE COLLEGE HIGH SCHOOL	$ 1,000.97
361751	24-May-2017	GENERAL PRINTING AND DESIGN, INC. dba GLOBAL PRINTING & PACKING, GLOBAL DATEBOOKS AND ELAN PUBLISHING	Unrestricted Discretionary Accounts	WASHINGTON ELEMENTARY SCHOOL	$ 1,938.19
361752	24-May-2017	BEST BUY GOV, LLC	21st Century ASSETS (roll-up 4124)	GODINEZ FUNDAMENTAL HIGH SCHOOL	$ 3,494.20
361753	24-May-2017	TODD B. PETERSON dba TEAM SWOLEN	Donations (Miscellaneous)	KENNEDY ELEMENTARY SCHOOL	$ 1,023.63
361754	24-May-2017	AMPLIFY EDUCATION, INC.	Unrestricted Discretionary Accounts	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	$ 4,375.51
361755	24-May-2017	TEACHER CREATED MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	DIAMOND ELEMENTARY SCHOOL	$ 2,937.71
361756	24-May-2017	NASCO MODESTO dba A DIVISION OF THE ARISTOTLE CORPORATION	IASA: Title I Basic Grants Low-Income and Neglected, Part A	VALLEY HIGH SCHOOL	$ 1,777.91
361757	24-May-2017	CENTER FOR THE COLLABORATIVE CLASSROOM	IASA: Title I Basic Grants Low-Income and Neglected, Part A	WILSON ELEMENTARY SCHOOL	$ 407.30
361758	24-May-2017	BEST BUY GOV, LLC	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MADISON ELEMENTARY SCHOOL	$ 379.21
361759	24-May-2017	SCHOLASTIC READING CLUB	Special Education	MITCHELL CHILD DEVELOPMENT CENTER	$ 2,424.40
361760	24-May-2017	GOVCONNECTION	Unrestricted Discretionary Accounts	ALTERNATIVE EDUCATION	$ 871.12
361761	24-May-2017	BARNES & NOBLE BOOKSELLERS, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	DIAMOND ELEMENTARY SCHOOL	$ 132.41
361762	24-May-2017	ROCHESTER 100, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	DIAMOND ELEMENTARY SCHOOL	$ 1,007.20
361763	24-May-2017	DAVEY'S LOCKER	Title I, Core Set Aside	CARR INTERMEDIATE SCHOOL	$ 880.00
361764	24-May-2017	ROCHESTER 100, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	HOOVER ELEMENTARY SCHOOL	$ 1,346.88
361765	24-May-2017	PERMA BOUND BOOKS HERTZBERG NEW METHOD, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	$ 26,993.97
361766	24-May-2017	AVID CENTER	AVID-OCDE Destination Graduation-Interm Schs	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	$ 4,560.00
361767	24-May-2017	TEACHER CREATED MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	GARFIELD ELEMENTARY SCHOOL	$ 5,266.94
361768	24-May-2017	SANTA ANA COLLEGE, TESSMAN PLANETARIUM	Saturday Attendance Recovery Program (WIN)	SEPULVEDA ELEMENTARY SCHOOL	$ 414.00
361769	24-May-2017	STONEWARE, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	LORIN GRISET ACADEMY	$ 2,396.00
361770	24-May-2017	PERMA BOUND BOOKS HERTZBERG NEW METHOD, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	KENNEDY ELEMENTARY SCHOOL	$ 5,050.84
361771	24-May-2017	HENRY SCHEIN	Fund 01 General Fund	WAREHOUSE AND DELIVERY	$ 555.84
361772	24-May-2017	PERMA BOUND BOOKS HERTZBERG NEW METHOD, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	KENNEDY ELEMENTARY SCHOOL	$ 5,094.53
361773	24-May-2017	PERMA BOUND BOOKS HERTZBERG NEW METHOD, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	KENNEDY ELEMENTARY SCHOOL	$ 5,272.41
361774	24-May-2017	TSS, INC. dba ALLSTAGE PRO	Unrestricted Discretionary Accounts	WASHINGTON ELEMENTARY SCHOOL	$ 455.00
361775	24-May-2017	TEACHER CREATED MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	GARFIELD ELEMENTARY SCHOOL	$ 1,844.82
361776	24-May-2017	AMERICAN LIBRARY ASSOCIATION	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MADISON ELEMENTARY SCHOOL	$ 419.14
361777	24-May-2017	SILVER QUILL, LLC dba LARGE PRINT MEDIA	Special Education	SPECIAL EDUCATION	$ 790.89
361778	24-May-2017	CENTER FOR THE COLLABORATIVE CLASSROOM	IASA: Title I Basic Grants Low-Income and Neglected, Part A	GARFIELD ELEMENTARY SCHOOL	$ 1,365.85
361779	24-May-2017	CENTER FOR THE COLLABORATIVE CLASSROOM	IASA: Title I Basic Grants Low-Income and Neglected, Part A	GARFIELD ELEMENTARY SCHOOL	$ 1,365.85
361780	24-May-2017	SANTA ANA COLLEGE, TESSMAN PLANETARIUM	Donations (Miscellaneous)	SANTIAGO ELEMENTARY SCHOOL	$ 828.00
361781	24-May-2017	NATIONAL PRIZE AND TOY	Unrestricted Discretionary Accounts	GARFIELD ELEMENTARY SCHOOL	$ 256.47
361782	24-May-2017	NATIONAL PRIZE AND TOY	Unrestricted Discretionary Accounts	GARFIELD ELEMENTARY SCHOOL	$ 308.19
361783	24-May-2017	TEACHER CREATED MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SANTIAGO ELEMENTARY SCHOOL	$ 755.99
361784	24-May-2017	PERMA BOUND BOOKS HERTZBERG NEW METHOD, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	GARFIELD ELEMENTARY SCHOOL	$ 539.43
361785	24-May-2017	PERMA BOUND BOOKS HERTZBERG NEW METHOD, INC.	Saturday Attendance Recovery Program (WIN)	GARFIELD ELEMENTARY SCHOOL	$ 1,225.36
361786	24-May-2017	ASSOCIATION OF TWO-WAY & DUAL LANGUAGE EDUCATION- ATDLE	IASA: Title I Basic Grants Low-Income and Neglected, Part A	KING ELEMENTARY SCHOOL	$ 1,845.00
361787	24-May-2017	GLOWZONE HUNTINGTON BEACH, LLC	Special Ed: Mental Health Services	MCFADDEN INTERMEDIATE SCHOOL	$ 560.00
361788	24-May-2017	US BANK	Emergency Preparedness and Operations	RISK MANAGEMENT	$ 1,028.56
361788	24-May-2017	US BANK	IASA: Title I Basic Grants Low-Income and Neglected, Part A	GODINEZ FUNDAMENTAL HIGH SCHOOL	$ 251.07

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
361788	24-May-2017	US BANK	IASA: Title I Basic Grants Low-Income and Neglected, Part A	HOOVER ELEMENTARY SCHOOL	$ 43.09
361788	24-May-2017	US BANK	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MADISON ELEMENTARY SCHOOL	$ 34.46
361788	24-May-2017	US BANK	IASA: Title I Basic Grants Low-Income and Neglected, Part A	ROOSEVELT ELEMENTARY SCHOOL	$ 716.54
361788	24-May-2017	US BANK	IASA: Title I Basic Grants Low-Income and Neglected, Part A	ROOSEVELT ELEMENTARY SCHOOL	$ 1,157.67
361788	24-May-2017	US BANK	IASA: Title I Basic Grants Low-Income and Neglected, Part A	ROOSEVELT ELEMENTARY SCHOOL	$ 1,018.24
361788	24-May-2017	US BANK	Title I, Core Set Aside	DIAMOND ELEMENTARY SCHOOL	$ 215.39
361788	24-May-2017	US BANK	Title I, Core Set Aside	HENINGER ELEMENTARY SCHOOL	$ 107.74
361788	24-May-2017	US BANK	Unrestricted Discretionary Accounts	CONSTRUCTION	$ 1,713.23
361788	24-May-2017	US BANK	Unrestricted Discretionary Accounts	K-12 SCHOOL PERFORMANCE AND CULTURE	$ 172.39
361788	24-May-2017	US BANK	Unrestricted Discretionary Accounts	MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	$ 1,310.06
361788	24-May-2017	US BANK	Unrestricted Discretionary Accounts	RESEARCH AND EVALUATION	$ 269.36
361788	24-May-2017	US BANK	Unrestricted Discretionary Accounts	ROOSEVELT ELEMENTARY SCHOOL	$ 91.59
361788	24-May-2017	US BANK	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	$ 1,226.73
361789	24-May-2017	HOUGHTON MIFFLIN HARCOURT	Unrestricted - Instructional Materials (7156)	STATE TEXTBOOKS	$ 4,298,112.51
361789	24-May-2017	HOUGHTON MIFFLIN HARCOURT	Unrestricted - Instructional Materials (7156)	STATE TEXTBOOKS	$ 128,144.38
361790	24-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	PUBLICATIONS	$ 118.63
361791	24-May-2017	PRINT & FINISHING SOLUTIONS	Unrestricted Discretionary Accounts	PUBLICATIONS	$ 1,944.89
361792	24-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	FACILITIES/GOVERNMENTAL RELATIONS	$ 34.67
361793	24-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	$ 202.32
361794	24-May-2017	MIDWEST PRODUCTS, INC.	Unrestricted Discretionary Accounts	PUBLICATIONS	$ 1,778.95
361795	24-May-2017	LEARNING PLUS ASSOCIATES	IASA: Title I Basic Grants Low-Income and Neglected, Part A	FREMONT ELEMENTARY SCHOOL	$ 1,657.16
361796	24-May-2017	HOWARD IMPRINTING MACHINE CO.	Unrestricted Discretionary Accounts	PUBLICATIONS	$ 5,591.15
361797	24-May-2017	CDW GOVERNMENT, INC.	Fund 01 General Fund	PUBLICATIONS	$ 1,124.65
361799	24-May-2017	BEKINS MOVING SOLUTIONS, INC.	Unrestricted Discretionary Accounts	BUILDING SERVICES	$ 1,874.01
361800	24-May-2017	INTERCOM CLOCKS & SIGNAL SERVICE	Unrestricted Discretionary Accounts	PUBLICATIONS	$ 767.18
361801	24-May-2017	DIGITAL NETWORKS GROUP, INC.	Unrestricted Discretionary Accounts	MUIR FUNDAMENTAL ELEMENTARY SCHOOL	$ 1,346.88
361802	24-May-2017	SIGNCASTER CORP. dba JONHSON PLASTICS	Unrestricted Discretionary Accounts	PUBLICATIONS	$ 2,128.06
361803	24-May-2017	PRINT & FINISHING SOLUTIONS	Unrestricted One-time Funds	PUBLICATIONS	$ 9,880.68
361804	24-May-2017	MAGNUS MOBILITY SYSTEMS, INC.	Unrestricted Discretionary Accounts	WAREHOUSE AND DELIVERY	$ 2,575.23
361805	24-May-2017	LAKESHORE LEARNING MATERIALS	Unrestricted Discretionary Accounts	MADISON ELEMENTARY SCHOOL	$ 499.47
361806	24-May-2017	AQUARIUM OF THE PACIFIC	Title I, Core Set Aside	ROOSEVELT ELEMENTARY SCHOOL	$ 426.00
361807	24-May-2017	SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY dba METROLINK	Title I, Core Set Aside	ROOSEVELT ELEMENTARY SCHOOL	$ 216.00
361809	24-May-2017	FEDERAL TECHNOLOGY SOLUTIONS, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	$ 1,702.85
361810	24-May-2017	SANTA ANA ZOO	Title I, Core Set Aside	ROOSEVELT ELEMENTARY SCHOOL	$ 114.00
361811	24-May-2017	EQUIPMENT ZONE, INC.	Unrestricted Discretionary Accounts	PUBLICATIONS	$ 3,183.86
361812	24-May-2017	GRAINGER	Unrestricted Discretionary Accounts	PUBLICATIONS	$ 487.72
361812	24-May-2017	GRAINGER	Unrestricted Discretionary Accounts	WAREHOUSE AND DELIVERY	$ 487.72
361813	24-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	WAREHOUSE AND DELIVERY	$ 258.58
361814	24-May-2017	OFFICE DEPOT	Fund 01 General Fund	PUBLICATIONS	$ 79.74
361815	24-May-2017	OC ZOO IRVINE REGIONAL PARK	Title I, Core Set Aside	ROOSEVELT ELEMENTARY SCHOOL	$ 170.00
361816	24-May-2017	OC ZOO IRVINE REGIONAL PARK	Title I, Core Set Aside	ROOSEVELT ELEMENTARY SCHOOL	$ 270.00
361817	24-May-2017	4IMPRINT, INC.	Fund 01 General Fund	PUBLICATIONS	$ 5,000.00

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
361818	24-May-2017	RUBICON WEST, INC. dba RUBICON INTERNATIONAL	Title II-Part A Improving Teacher Quality	NONPUBLIC SCHOOLS	$ 2,450.00
361819	25-May-2017	PERMA BOUND BOOKS HERTZBERG NEW METHOD, INC.	Saturday Attendance Recovery Program (WIN)	GARFIELD ELEMENTARY SCHOOL	$ 2,896.59
361820	25-May-2017	DEMCO	Unrestricted Discretionary Accounts	EDISON ELEMENTARY SCHOOL	$ 261.37
361821	25-May-2017	TEXTBOOK WAREHOUSE, LLC	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MADISON ELEMENTARY SCHOOL	$ 657.23
361822	25-May-2017	ORIENTAL TRADING COMPANY, INC.	Title I, Core Set Aside	ROOSEVELT ELEMENTARY SCHOOL	$ 276.37
361823	25-May-2017	MUSICIAN'S FRIEND, INC.	Unrestricted Discretionary Accounts	SPECIAL PROJECTS/WELLNESS	$ 17,203.94
361824	25-May-2017	BLACK BIRD FIRE PROTECTION	Ongoing & Major Maintenance Account	BUILDING SERVICES	$ 14,500.00
361825	25-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	$ 193.15
361826	25-May-2017	OFFICE DEPOT	30-R2002-653 Before and After School Learning & Safe	SPURGEON INTERMEDIATE SCHOOL	$ 14.00
361827	25-May-2017	ADVANTAGE WEST INVESTMENT ENTERPRISES, INC. dba ADVANTAGE WEST GOVERNMENT PRODUCT SOLUTIONS	Unrestricted Discretionary Accounts	BUILDING SERVICES	$ 9,575.40
361828	25-May-2017	GORM, INC.	Unrestricted Discretionary Accounts	BUILDING SERVICES	$ 5,380.17
361829	25-May-2017	VILLAGE NURSERIES, L.P.	Unrestricted Discretionary Accounts	BUILDING SERVICES	$ 1,090.12
361830	25-May-2017	DISCOVERY CUBE ORANGE COUNTY	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MADISON ELEMENTARY SCHOOL	$ 91.00
361831	25-May-2017	BLACK BIRD FIRE PROTECTION	Ongoing & Major Maintenance Account	BUILDING SERVICES	$ 449.16
361832	25-May-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	DAVIS ELEMENTARY SCHOOL	$ 206.41
361833	25-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	$ 135.70
361834	25-May-2017	A. H. EDUCATIONAL SERVICES, INC. dba ELITE EDUCATION ANAHEIM HILLS	Unrestricted - CAHSEE Intensive (7055)	K-12 SCHOOL PERFORMANCE AND CULTURE	$ 25,800.00
361835	25-May-2017	AQUARIUM OF THE PACIFIC	Donations (Miscellaneous)	HENINGER ELEMENTARY SCHOOL	$ 720.00
361836	25-May-2017	CENTER FOR THE COLLABORATIVE CLASSROOM	IASA: Title I Basic Grants Low-Income and Neglected, Part A	FREMONT ELEMENTARY SCHOOL	$ 7,040.39
361837	25-May-2017	THREE STARS PORTABLE TOILET SERVICES	Civic Center Rental Fees	CENTURY HIGH SCHOOL	$ 2,340.00
361837	25-May-2017	THREE STARS PORTABLE TOILET SERVICES	Civic Center Rental Fees	ESQUEDA ELEMENTARY SCHOOL	$ 480.00
361837	25-May-2017	THREE STARS PORTABLE TOILET SERVICES	Civic Center Rental Fees	GARFIELD ELEMENTARY SCHOOL	$ 570.00
361837	25-May-2017	THREE STARS PORTABLE TOILET SERVICES	Civic Center Rental Fees	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	$ 7,160.00
361837	25-May-2017	THREE STARS PORTABLE TOILET SERVICES	Civic Center Rental Fees	JEFFERSON ELEMENTARY SCHOOL	$ 680.00
361837	25-May-2017	THREE STARS PORTABLE TOILET SERVICES	Civic Center Rental Fees	LATHROP INTERMEDIATE SCHOOL	$ 860.00
361837	25-May-2017	THREE STARS PORTABLE TOILET SERVICES	Civic Center Rental Fees	MARTIN ELEMENTARY SCHOOL	$ 1,800.00
361837	25-May-2017	THREE STARS PORTABLE TOILET SERVICES	Civic Center Rental Fees	MCFADDEN INTERMEDIATE SCHOOL	$ 4,080.00
361837	25-May-2017	THREE STARS PORTABLE TOILET SERVICES	Civic Center Rental Fees	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	$ 540.00
361837	25-May-2017	THREE STARS PORTABLE TOILET SERVICES	Civic Center Rental Fees	PIO-PICO ELEMENTARY SCHOOL	$ 500.00
361837	25-May-2017	THREE STARS PORTABLE TOILET SERVICES	Civic Center Rental Fees	SADDLEBACK HIGH SCHOOL	$ 2,100.00
361837	25-May-2017	THREE STARS PORTABLE TOILET SERVICES	Civic Center Rental Fees	SANTA ANA HIGH SCHOOL	$ 1,000.00
361837	25-May-2017	THREE STARS PORTABLE TOILET SERVICES	Civic Center Rental Fees	SEGERSTROM HIGH SCHOOL	$ 680.00
361837	25-May-2017	THREE STARS PORTABLE TOILET SERVICES	Civic Center Rental Fees	SEPULVEDA ELEMENTARY SCHOOL	$ 1,600.00
361837	25-May-2017	THREE STARS PORTABLE TOILET SERVICES	Civic Center Rental Fees	TAFT ELEMENTARY SCHOOL	$ 340.00
361837	25-May-2017	THREE STARS PORTABLE TOILET SERVICES	Civic Center Rental Fees	VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	$ 5,640.00
361837	25-May-2017	THREE STARS PORTABLE TOILET SERVICES	Civic Center Rental Fees	WALKER ELEMENTARY SCHOOL	$ 1,640.00
361837	25-May-2017	THREE STARS PORTABLE TOILET SERVICES	Civic Center Rental Fees	WASHINGTON ELEMENTARY SCHOOL	$ 1,000.00
361838	25-May-2017	BENJAMIN DAVID SKAGGS dba SUMBLOX GROUP, LLC	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MUIR FUNDAMENTAL ELEMENTARY SCHOOL	$ 1,810.11
361840	25-May-2017	FOLLETT SCHOOL SOLUTIONS, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	HARVEY ELEMENTARY SCHOOL	$ 8,414.63
361841	25-May-2017	AMAZON CAPITAL SERVICES, INC.	Unrestricted Discretionary Accounts	DAVIS ELEMENTARY SCHOOL	$ 702.96
361842	25-May-2017	SPORTS PAGE SOCCER WAREHOUSE	Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	$ 1,848.99
361843	25-May-2017	AMAZON CAPITAL SERVICES, INC.	Title I, Core Set Aside	KING ELEMENTARY SCHOOL	$ 2,274.13

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
361843	25-May-2017	AMAZON CAPITAL SERVICES, INC.	Title I, Core Set Aside	KING ELEMENTARY SCHOOL	$ 721.49
361844	25-May-2017	SPORTS PAGE SOCCER WAREHOUSE	Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	$ 2,513.65
361845	25-May-2017	SPORTS PAGE SOCCER WAREHOUSE	Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	$ 1,318.86
361846	25-May-2017	PLAYERS CHOICE	Unrestricted Discretionary Accounts	CHAVEZ CONTINUATION HIGH SCHOOL	$ 214.20
361847	25-May-2017	GOVCONNECTION	Unrestricted Discretionary Accounts	PIO-PICO ELEMENTARY SCHOOL	$ 1,944.89
361848	25-May-2017	BAUDVILLE, INC.	LCFF-Supplemental/Concentration	EDUCATIONAL SERVICES DIVISION	$ 318.55
361848	25-May-2017	BAUDVILLE, INC.	Unrestricted Discretionary Accounts	EDUCATIONAL SERVICES DIVISION	$ 463.32
361848	25-May-2017	BAUDVILLE, INC.	Unrestricted Discretionary Accounts	K-12 TEACHING AND LEARNING	$ 463.34
361849	25-May-2017	AMAZON CAPITAL SERVICES, INC.	Title I, Core Set Aside	HENINGER ELEMENTARY SCHOOL	$ 248.92
361850	25-May-2017	LAKESHORE LEARNING MATERIALS	Special Education	KING ELEMENTARY SCHOOL	$ 40.93
361852	25-May-2017	LAKESHORE LEARNING MATERIALS	Medi-Cal Billing Option	SPEECH & LANGUAGE	$ 128.46
361853	25-May-2017	LAKESHORE LEARNING MATERIALS	Medi-Cal Billing Option	SPEECH & LANGUAGE	$ 71.05
361854	25-May-2017	LAKESHORE LEARNING MATERIALS	Unrestricted Discretionary Accounts	ESQUEDA ELEMENTARY SCHOOL	$ 347.00
361855	25-May-2017	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	KING ELEMENTARY SCHOOL	$ 91.96
361856	25-May-2017	OPERATION CLEAN SLATE	Ongoing & Major Maintenance Account	BUILDING SERVICES	$ 1,400.00
361857	25-May-2017	LAKESHORE LEARNING MATERIALS	Title I, Core Set Aside	CARVER ELEMENTARY SCHOOL	$ 591.06
361858	25-May-2017	LAKESHORE LEARNING MATERIALS	Title I, Core Set Aside	CARVER ELEMENTARY SCHOOL	$ 853.59
361859	25-May-2017	LISA FAWN BARSAMIAN dba OFFICE SEATING OUTLET	Unrestricted Discretionary Accounts	LATHROP INTERMEDIATE SCHOOL	$ 376.05
361860	25-May-2017	LISA FAWN BARSAMIAN dba OFFICE SEATING OUTLET	Unrestricted Discretionary Accounts	LATHROP INTERMEDIATE SCHOOL	$ 220.89
361861	25-May-2017	PIONEER MANUFACTURING COMPANY, INC. dba PIONEER ATHLETICS dba REVERE PRODUCTS	Unrestricted Discretionary Accounts	BUILDING SERVICES	$ 204.02
361862	25-May-2017	DIGITAL NETWORKS GROUP, INC.	Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	$ 894.48
361863	25-May-2017	AMAZON WEB SERVICES, LLC	Title I, Core Set Aside	HENINGER ELEMENTARY SCHOOL	$ 77.45
361864	25-May-2017	LAKESHORE LEARNING MATERIALS	Title I, Core Set Aside	ROMERO-CRUZ ELEMENTARY SCHOOL	$ 240.47
361866	25-May-2017	AREY JONES EDUCATIONAL SOLUTIONS	Unrestricted Discretionary Accounts	BUILDING SERVICES	$ 1,247.75
361867	25-May-2017	COSTCO WHOLESALE	Unrestricted Discretionary Accounts	EDUCATIONAL SERVICES DIVISION	$ 981.90
361869	25-May-2017	CHESIRE MEDICAL CORPORATION dba PROCAREWORK INJURY CENTER	Unrestricted One-time Funds	SCHOOL POLICE SERVICES	$ 2,775.00
361870	25-May-2017	LAKESHORE LEARNING MATERIALS	Kinder Readiness Program II	EARLY CHILDHOOD EDUCATION	$ 581.08
361871	25-May-2017	OFFICE DEPOT	LCFF-Supplemental/Concentration	K-12 TEACHING AND LEARNING	$ 216.04
361872	25-May-2017	DEMCO	Unrestricted Discretionary Accounts	EDISON ELEMENTARY SCHOOL	$ 3,038.87
361873	25-May-2017	OFFICE DEPOT	LCFF-Supplemental/Concentration	K-12 TEACHING AND LEARNING	$ 734.60
361874	25-May-2017	MARKERBOARD PEOPLE	IASA: Title I Basic Grants Low-Income and Neglected, Part A	DAVIS ELEMENTARY SCHOOL	$ 320.02
361875	25-May-2017	WOODWIND AND BRASSWIND	Unrestricted Discretionary Accounts	ESQUEDA ELEMENTARY SCHOOL	$ 1,280.98
361876	25-May-2017	NEW HORIZONS CONTRACTING, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	$ 1,685.00
361877	25-May-2017	OFFICE DEPOT	LCFF-Supplemental/Concentration	K-12 TEACHING AND LEARNING	$ 114.46
361877	25-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	INSTRUCTIONAL MEDIA CENTER	$ 595.69
361878	25-May-2017	LAKESHORE LEARNING MATERIALS	Title I, Core Set Aside	ROMERO-CRUZ ELEMENTARY SCHOOL	$ 240.47
361879	25-May-2017	LAKESHORE LEARNING MATERIALS	Title I, Core Set Aside	ROMERO-CRUZ ELEMENTARY SCHOOL	$ 240.47
361880	25-May-2017	BLICK ART MATERIALS dba DICK BLICK COMPANY	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SPURGEON INTERMEDIATE SCHOOL	$ 2,860.74
361881	25-May-2017	CDW GOVERNMENT, INC.	Unrestricted Discretionary Accounts	PUPIL SUPPORT SERVICES	$ 173.95
361882	25-May-2017	GOVCONNECTION	LCFF-Supplemental/Concentration	SCHOOL CLIMATE	$ 122.73
361883	25-May-2017	CDW GOVERNMENT, INC.	Positive School Climate Model	SCHOOL CLIMATE	$ 169.76
361884	25-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	$ 30.65

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361885	25-May-2017	CDW GOVERNMENT, INC.	Unrestricted Discretionary Accounts	SCHOOL CLIMATE	$ 411.32
361886	25-May-2017	CDW GOVERNMENT, INC.	LCFF-Supplemental/Concentration	PUPIL SUPPORT SERVICES	$ 363.70
361887	25-May-2017	COSTCO WHOLESALE	LCFF-Supplemental/Concentration	K-12 TEACHING AND LEARNING	$ 430.50
361887	25-May-2017	COSTCO WHOLESALE	S.D. Bechtel, Jr. Foundation	STAFF DEVELOPMENT	$ 510.05
361889	25-May-2017	COSTCO WHOLESALE	21st Century ASSETS (roll-up 4124)	VALLEY HIGH SCHOOL	$ 778.99
361891	25-May-2017	COSTCO WHOLESALE	Title I, Core Set Aside	ROOSEVELT ELEMENTARY SCHOOL	$ 234.19
361892	25-May-2017	HACIENDA	Head Start	CHILD DEVELOPMENT	$ 1,314.46
361894	25-May-2017	AMAZON CAPITAL SERVICES, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	ROOSEVELT ELEMENTARY SCHOOL	$ 1,325.16
361895	25-May-2017	GOVCONNECTION	Unrestricted Discretionary Accounts	PUPIL SUPPORT SERVICES	$ 391.78
361896	25-May-2017	GOVCONNECTION	LCFF-Supplemental/Concentration	SCHOOL CLIMATE	$ 239.27
361898	25-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	EDUCATIONAL SERVICES DIVISION	$ 104.18
361900	25-May-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MCFADDEN INTERMEDIATE SCHOOL	$ 775.14
361901	25-May-2017	LITTLEBITS ELECTRONICS, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	GODINEZ FUNDAMENTAL HIGH SCHOOL	$ 5,386.42
361902	25-May-2017	STORAGECONTAINER.COM	21st Century ASSETS (roll-up 4124)	GODINEZ FUNDAMENTAL HIGH SCHOOL	$ 3,986.75
361903	25-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	$ 678.81
361904	25-May-2017	AMAZON CAPITAL SERVICES, INC.	Title I, Core Set Aside	SANTIAGO ELEMENTARY SCHOOL	$ 148.43
361905	25-May-2017	AMAZON CAPITAL SERVICES, INC.	21st Century ASSETS (roll-up 4124)	SEGERSTROM HIGH SCHOOL	$ 139.62
361906	25-May-2017	AMAZON CAPITAL SERVICES, INC.	Title I, Core Set Aside	TAFT ELEMENTARY SCHOOL	$ 101.27
361907	25-May-2017	AMAZON CAPITAL SERVICES, INC.	Unrestricted Discretionary Accounts	HUMAN RESOURCES DIVISION	$ 32.30
361908	25-May-2017	AMAZON CAPITAL SERVICES, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SPURGEON INTERMEDIATE SCHOOL	$ 734.39
361909	25-May-2017	AMAZON CAPITAL SERVICES, INC.	Unrestricted - Regional Occupational Center Prog (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	$ 242.38
361910	25-May-2017	PRECISION CONCRETE CUTTING	Ongoing & Major Maintenance Account	BUILDING SERVICES	$ 1,201.08
361911	25-May-2017	GOVCONNECTION	Special Education	ROMERO-CRUZ ELEMENTARY SCHOOL	$ 27.02
361912	25-May-2017	GOVCONNECTION	Unrestricted Discretionary Accounts	CARVER ELEMENTARY SCHOOL	$ 712.77
361913	25-May-2017	AMBER PETROLEUM PRODUCTS	Ongoing & Major Maintenance Account	BUILDING SERVICES	$ 294.24
361914	25-May-2017	ULINE SHIPPING SUPPLIES	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	$ 318.22
361915	25-May-2017	LEONARD CHAIDEZ TREE SERVICE	Unrestricted Discretionary Accounts	BUILDING SERVICES	$ 500.00
361916	25-May-2017	WALTERS WHOLESALE ELECTRIC	Ongoing & Major Maintenance Account	BUILDING SERVICES	$ 1,943.81
361917	25-May-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	WILLARD INTERMEDIATE SCHOOL	$ 189.59
361918	25-May-2017	OFFICE DEPOT	Special Education	TAFT ELEMENTARY SCHOOL	$ 96.94
361919	25-May-2017	WALTERS WHOLESALE ELECTRIC	Ongoing & Major Maintenance Account	BUILDING SERVICES	$ 3,048.42
361920	25-May-2017	OFFICE DEPOT	LCFF-Supplemental/Concentration	REACH ACADEMY	$ 971.89
361921	25-May-2017	KEM VENTURES, INC.	Saturday Attendance Recovery Program (WIN)	JACKSON ELEMENTARY SCHOOL	$ 1,165.24
361922	25-May-2017	OFFICE DEPOT	Head Start	CHILD DEVELOPMENT	$ 858.74
361923	25-May-2017	COMWEST CONSTRUCTION	One-Time Discretionary Funds	MONTE VISTA ELEMENTARY SCHOOL	$ 1,295.00
361924	25-May-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CARR INTERMEDIATE SCHOOL	$ 194.70
361925	25-May-2017	OFFICE DEPOT	30-R2002-653 Before and After School Learning & Safe	HARVEY ELEMENTARY SCHOOL	$ 233.11
361926	25-May-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	DAVIS ELEMENTARY SCHOOL	$ 254.39
361927	25-May-2017	OFFICE DEPOT	30-R2002-653 Before and After School Learning & Safe	CARR INTERMEDIATE SCHOOL	$ 515.64
361929	25-May-2017	HILLYARD	Ongoing & Major Maintenance Account	BUILDING SERVICES	$ 8,871.52
361929	25-May-2017	HILLYARD	Unrestricted Discretionary Accounts	BUILDING SERVICES	$ 149.71
361930	25-May-2017	OFFICE DEPOT	21st Century ASSETS (roll-up 4124)	VALLEY HIGH SCHOOL	$ 388.52

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361931	25-May-2017	BENSON CRANE, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	$ 260.00
361933	25-May-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	WALKER ELEMENTARY SCHOOL	$ 9.22
361934	25-May-2017	FEDERAL TECHNOLOGY SOLUTIONS, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	$ 4,502.80
361935	25-May-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	$ 3,500.20
361936	25-May-2017	OFFICE DEPOT	California Career Pathways Trust	REGIONAL OCCUPATIONAL PROGRAM	$ 32.58
361937	25-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	HARVEY ELEMENTARY SCHOOL	$ 223.91
361938	25-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	HARVEY ELEMENTARY SCHOOL	$ 201.74
361940	25-May-2017	ISTE	Two-Way Digital ITFS Licensee Revenue	TECHNOLOGY	$ 1,350.00
361943	25-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	SADDLEBACK HIGH SCHOOL	$ 33.39
361944	26-May-2017	WOMEN'S EMPOWERMENT	Department of Rehab: Workability II, Transition Partnership	TRANSITION PROGRAMS	$ 3,230.35
361945	26-May-2017	ORIENTAL TRADING COMPANY, INC.	30-R2002-653 Before and After School Learning & Safe	PIO-PICO ELEMENTARY SCHOOL	$ 388.53
361946	26-May-2017	CAROLINA BIOLOGICAL SUPPLY COMPANY	Title I, Core Set Aside	VALLEY HIGH SCHOOL	$ 306.66
361947	26-May-2017	SOS SURVIVAL PRODUCTS	Unrestricted Discretionary Accounts	FRANKLIN ELEMENTARY SCHOOL	$ 78.91
361948	26-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	ESQUEDA ELEMENTARY SCHOOL	$ 254.54
361949	26-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	INSTRUCTIONAL MEDIA CENTER	$ 78.92
361950	26-May-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	$ 1,259.86
361951	26-May-2017	AMAZON CAPITAL SERVICES, INC.	Unrestricted Discretionary Accounts	K-12 SCHOOL PERFORMANCE AND CULTURE	$ 266.92
361952	26-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	K-12 SCHOOL PERFORMANCE AND CULTURE	$ 1,171.03
361953	26-May-2017	AMAZON CAPITAL SERVICES, INC.	Unrestricted Discretionary Accounts	JEFFERSON ELEMENTARY SCHOOL	$ 63.19
361954	26-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	$ 4,307.31
361955	26-May-2017	BLAZAR COMMUNICATIONS dba BLAZAR MAILING SOLUTIONS	Unrestricted Discretionary Accounts	PUBLICATIONS	$ 237,520.87
361956	26-May-2017	AMAZON CAPITAL SERVICES, INC.	Unrestricted Discretionary Accounts	JEFFERSON ELEMENTARY SCHOOL	$ 316.23
361957	26-May-2017	OFFICE DEPOT	21st Century ASSETS (roll-up 4124)	CENTURY HIGH SCHOOL	$ 798.90
361958	26-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	SCHOOL CLIMATE	$ 1,067.40
361959	26-May-2017	CDW GOVERNMENT, INC.	Unrestricted Discretionary Accounts	DIAMOND ELEMENTARY SCHOOL	$ 272.68
361960	26-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	$ 579.70
361961	26-May-2017	SUPPLY AND BEYOND, LLC dba KIDZ GEAR	IASA: Title I Basic Grants Low-Income and Neglected, Part A	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	$ 407.90
361962	26-May-2017	VARIDESK, LLC	Ongoing & Major Maintenance Account	BUILDING SERVICES	$ 635.72
361963	26-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	$ 810.83
361964	26-May-2017	COMPLETE BUSINESS SYSTEMS	Saturday Attendance Recovery Program (WIN)	JACKSON ELEMENTARY SCHOOL	$ 1,136.16
361964	26-May-2017	COMPLETE BUSINESS SYSTEMS	Saturday Attendance Recovery Program (WIN)	JACKSON ELEMENTARY SCHOOL	$ 53.88
361965	26-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	KENNEDY ELEMENTARY SCHOOL	$ 222.51
361967	26-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	$ 44.07
361968	26-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	JEFFERSON ELEMENTARY SCHOOL	$ 258.58
361969	26-May-2017	PROSOUND AND STAGE LIGHTING	Title I, Core Set Aside	SANTIAGO ELEMENTARY SCHOOL	$ 1,300.01
361970	26-May-2017	ALL FORMS PRINTING SYSTEMS	LCFF-Supplemental/Concentration	EDUCATIONAL SERVICES DIVISION	$ 607.71
361971	26-May-2017	ID WHOLESALER	Unrestricted Discretionary Accounts	REACH ACADEMY	$ 1,002.08
361972	26-May-2017	MOBYMAX, LLC	IASA: Title I Basic Grants Low-Income and Neglected, Part A	DIAMOND ELEMENTARY SCHOOL	$ 99.00
361973	26-May-2017	GOVCONNECTION	IASA: Title I Basic Grants Low-Income and Neglected, Part A	VALLEY HIGH SCHOOL	$ 3,135.91
361974	26-May-2017	ASSET GENIE, INC. dba AG PARTS WORLDWIDE	Unrestricted Discretionary Accounts	LINCOLN ELEMENTARY SCHOOL	$ 27.42
361975	26-May-2017	AMAZON CAPITAL SERVICES, INC.	Unrestricted Discretionary Accounts	LINCOLN ELEMENTARY SCHOOL	$ 417.06
361976	26-May-2017	AMAZON CAPITAL SERVICES, INC.	Unrestricted Discretionary Accounts	LINCOLN ELEMENTARY SCHOOL	$ 168.55

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361977	26-May-2017	AMAZON CAPITAL SERVICES, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	HENINGER ELEMENTARY SCHOOL	$ 1,977.17
361978	26-May-2017	XEROX CORPORATION	Fund 01 General Fund	PUBLICATIONS	$ 11,895.60
361979	26-May-2017	GOVCONNECTION	IASA: Title I Basic Grants Low-Income and Neglected, Part A	HENINGER ELEMENTARY SCHOOL	$ 1,137.06
361980	26-May-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	HENINGER ELEMENTARY SCHOOL	$ 30.09
361981	26-May-2017	ASSET GENIE, INC. dba AG PARTS WORLDWIDE	Unrestricted Discretionary Accounts	HENINGER ELEMENTARY SCHOOL	$ 1,082.89
361982	26-May-2017	PAMELA DIXON dba PMD CONSULTING, INC.	Unrestricted Discretionary Accounts	MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	$ 8,125.00
361983	26-May-2017	NOREDINK CORP.	Unrestricted Discretionary Accounts	MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	$ 8,000.00
361984	26-May-2017	BACCIO CORPORATION dba MAKERBOT INDUSTRIES, LLC	IASA: Title I Basic Grants Low-Income and Neglected, Part A	GODINEZ FUNDAMENTAL HIGH SCHOOL	$ 8,034.86
361985	26-May-2017	APPLE, INC.	Unrestricted Discretionary Accounts	EDUCATIONAL SERVICES DIVISION	$ 308.17
361986	26-May-2017	CDW GOVERNMENT, INC.	Unrestricted Discretionary Accounts	EDUCATIONAL SERVICES DIVISION	$ 100.15
361987	26-May-2017	MATTER HACKERS, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MIDDLE COLLEGE HIGH SCHOOL	$ 3,227.11
361988	26-May-2017	CLASSIC PARTY RENTALS	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	$ 439.80
361989	26-May-2017	IXL LEARNING, INC.	Unrestricted Discretionary Accounts	MONROE ELEMENTARY SCHOOL	$ 376.05
361990	26-May-2017	SCHOLASTIC, INC.	Unrestricted Discretionary Accounts	WASHINGTON ELEMENTARY SCHOOL	$ 344.48
361991	26-May-2017	E3 DIAGNOSTICS, INC. dba E3 AUDIOMETRICS	Medi-Cal Billing Option	TAFT ELEMENTARY SCHOOL	$ 5,452.15
361992	26-May-2017	SCHOOL SPECIALTY/CLASSROOM DIRECT	Saturday Attendance Recovery Program (WIN)	HENINGER ELEMENTARY SCHOOL	$ 258.58
361993	26-May-2017	ORIENTAL TRADING COMPANY, INC.	Unrestricted Discretionary Accounts	GARFIELD ELEMENTARY SCHOOL	$ 515.03
361994	26-May-2017	AMAZON CAPITAL SERVICES, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	ROOSEVELT ELEMENTARY SCHOOL	$ 387.89
361995	26-May-2017	AMAZON CAPITAL SERVICES, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	ROOSEVELT ELEMENTARY SCHOOL	$ 258.57
361996	26-May-2017	SCHOOL OUTFITTERS, LLC	One-Time Discretionary Funds	HOOVER ELEMENTARY SCHOOL	$ 85.46
361997	26-May-2017	CDW GOVERNMENT, INC.	Unrestricted Discretionary Accounts	LINCOLN ELEMENTARY SCHOOL	$ 492.90
361998	26-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	JEFFERSON ELEMENTARY SCHOOL	$ 58.31
361999	26-May-2017	APPLE, INC.	Unrestricted Discretionary Accounts	INSTRUCTIONAL MEDIA CENTER	$ 827.53
362000	26-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	HEROES ELEMENTARY SCHOOL	$ 53.86
362001	26-May-2017	CDW GOVERNMENT, INC.	Unrestricted Discretionary Accounts	INSTRUCTIONAL MEDIA CENTER	$ 197.89
362002	26-May-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	ROMERO-CRUZ ELEMENTARY SCHOOL	$ 395.50
362005	26-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	PURCHASING DEPARTMENT	$ 1,411.17
362006	26-May-2017	AQUARIUM OF THE PACIFIC	IASA: Title I Basic Grants Low-Income and Neglected, Part A	EARLY CHILDHOOD EDUCATION	$ 12,716.50
362007	26-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	ACCOUNTING DEPARTMENT	$ 7.85
362008	26-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	$ 193.84
362009	26-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	$ 57.71
362010	26-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	HENINGER ELEMENTARY SCHOOL	$ 145.45
362011	26-May-2017	OFFICE DEPOT	Saturday Attendance Recovery Program (WIN)	LORIN GRISET ACADEMY	$ 134.61
362012	30-May-2017	S & S WORLDWIDE, INC.	Unrestricted Discretionary Accounts	WASHINGTON ELEMENTARY SCHOOL	$ 1,259.58
362013	30-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	$ 16,425.75
362014	30-May-2017	ADVANCE EXERCISE EQUIPMENT, INC.	Unrestricted One-time Funds	FACILITIES/GOVERNMENTAL RELATIONS	$ 20,702.22
362015	30-May-2017	USC ROSSIER	Unrestricted Discretionary Accounts	THORPE FUNDAMENTAL ELEMENTARY SCHOOL	$ 2,785.00
362016	30-May-2017	OFFICE DEPOT	Unrestricted One-time Funds	FACILITIES/GOVERNMENTAL RELATIONS	$ 1,573.13
362021	30-May-2017	COLLEGE BOARD	Unrestricted Discretionary Accounts	SEGERSTROM HIGH SCHOOL	$ 800.00
362022	30-May-2017	ENVIROMENTAL NETWORK CORP. dba ENCORP	One-Time Discretionary Funds	MONTE VISTA ELEMENTARY SCHOOL	$ 685.00
362023	30-May-2017	OFFICE DEPOT	LCFF-Supplemental/Concentration	SCHOOL CLIMATE	$ 63.43
362024	30-May-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	LATHROP INTERMEDIATE SCHOOL	$ 2,215.68

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362025	30-May-2017	DIGITAL NETWORKS GROUP, INC.	LCFF-Supplemental/Concentration	FACILITIES/GOVERNMENTAL RELATIONS	$ 1,422.25
362026	30-May-2017	DIGITAL NETWORKS GROUP, INC.	LCFF-Supplemental/Concentration	FACILITIES/GOVERNMENTAL RELATIONS	$ 6,377.34
362028	30-May-2017	DIGITAL NETWORKS GROUP, INC.	Unrestricted Discretionary Accounts	BUILDING SERVICES	$ 16,871.06
362032	30-May-2017	SIGN A RAMA	Donations-Hall of Fame Wall	FACILITIES/GOVERNMENTAL RELATIONS	$ 356.85
362033	30-May-2017	RTC MEMORIAL MARKERS, INC.	Donations-Hall of Fame Wall	FACILITIES/GOVERNMENTAL RELATIONS	$ 124.49
362035	30-May-2017	DIGITAL NETWORKS GROUP, INC.	Unrestricted One-time Funds	FACILITIES/GOVERNMENTAL RELATIONS	$ 13,031.64
362037	30-May-2017	OFFICE DEPOT	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	$ 494.22
362038	30-May-2017	TEACHERSPAYTEACHERS	Unrestricted Discretionary Accounts	JEFFERSON ELEMENTARY SCHOOL	$ 62.92
362039	30-May-2017	PARENT INSTITUTE FOR QUALITY EDUCATION	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CARR INTERMEDIATE SCHOOL	$ 9,000.00
362040	30-May-2017	OFFICE DEPOT	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	$ 494.22
362041	30-May-2017	OFFICE DEPOT	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	$ 494.22
362042	30-May-2017	NATIONAL AUTISM RESOURCES, INC.	Unrestricted Discretionary Accounts	ESQUEDA ELEMENTARY SCHOOL	$ 185.90
362043	30-May-2017	RASPORT, INC.	Donations (Miscellaneous)	ROOSEVELT ELEMENTARY SCHOOL	$ 2,139.77
362044	30-May-2017	AQUARIUM OF THE PACIFIC	Orange County Community Foundation Grant	CHAVEZ CONTINUATION HIGH SCHOOL	$ 500.00
362044	30-May-2017	AQUARIUM OF THE PACIFIC	Unrestricted Discretionary Accounts	CHAVEZ CONTINUATION HIGH SCHOOL	$ 320.00
362045	30-May-2017	OFFICE DEPOT	Title I, Core Set Aside	HENINGER ELEMENTARY SCHOOL	$ 144.81
362046	30-May-2017	OFFICE DEPOT	Title I, Core Set Aside	VALLEY HIGH SCHOOL	$ 49.13
362047	30-May-2017	OFFICE DEPOT	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	$ 494.22
362048	30-May-2017	OFFICE DEPOT	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	$ 494.22
362050	30-May-2017	AREY JONES EDUCATIONAL SOLUTIONS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	VALLEY HIGH SCHOOL	$ 149,329.69
362050	30-May-2017	AREY JONES EDUCATIONAL SOLUTIONS	NCLB: Title I, School Improvement Grant QEIA	VALLEY HIGH SCHOOL	$ 6,790.66
362052	30-May-2017	OFFICE DEPOT	Saturday Attendance Recovery Program (WIN)	LORIN GRISET ACADEMY	$ 312.74
362053	30-May-2017	OFFICE DEPOT	Positive School Climate Model	SCHOOL CLIMATE	$ 413.64
362054	30-May-2017	OFFICE DEPOT	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	$ 980.66
362055	30-May-2017	OFFICE DEPOT	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	$ 247.09
362056	30-May-2017	COLLEGE BOARD	Unrestricted Discretionary Accounts	SEGERSTROM HIGH SCHOOL	$ 775.00
362057	30-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	WILSON ELEMENTARY SCHOOL	$ 469.73
362059	30-May-2017	CM SCHOOL SUPPLY	Special Education	ROMERO-CRUZ ELEMENTARY SCHOOL	$ 37.14
362060	30-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	TAFT ELEMENTARY SCHOOL	$ 31.03
362061	30-May-2017	COLLEGE BOARD	Unrestricted Discretionary Accounts	SEGERSTROM HIGH SCHOOL	$ 2,400.00
362062	30-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	HOOVER ELEMENTARY SCHOOL	$ 264.53
362064	30-May-2017	TEXTBOOK WAREHOUSE, LLC	Special Ed: IDEA Early Intervention Grants	MITCHELL CHILD DEVELOPMENT CENTER	$ 1,355.50
362065	30-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	$ 13.77
362066	30-May-2017	OFFICE DEPOT	Educator Effectiveness	STAFF DEVELOPMENT	$ 4,503.05
362067	30-May-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	EARLY CHILDHOOD EDUCATION	$ 56.66
362069	30-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	$ 313.96
362070	30-May-2017	OFFICE DEPOT	30-R2002-653 Before and After School Learning & Safe	DIAMOND ELEMENTARY SCHOOL	$ 184.06
362071	30-May-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SEPULVEDA ELEMENTARY SCHOOL	$ 55.26
362072	30-May-2017	OFFICE DEPOT	California Career Pathways Trust	REGIONAL OCCUPATIONAL PROGRAM	$ 21.08
362073	30-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	$ 61.35
362074	30-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	SEPULVEDA ELEMENTARY SCHOOL	$ 377.11
362075	30-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	MADISON ELEMENTARY SCHOOL	$ 36.81

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362076	30-May-2017	OFFICE DEPOT	Special Education	MITCHELL CHILD DEVELOPMENT CENTER	$ 676.74
362077	30-May-2017	OFFICE DEPOT	Special Education	MITCHELL CHILD DEVELOPMENT CENTER	$ 2,463.07
362078	30-May-2017	SOLE GROOVE DANCE, INC. dba LUDLAM DRAMATICS	Saturday Attendance Recovery Program (WIN)	LORIN GRISET ACADEMY	$ 59.21
362079	30-May-2017	OFFICE DEPOT	LCFF-Supplemental/Concentration	PUPIL SUPPORT SERVICES	$ 249.96
362080	30-May-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	WALKER ELEMENTARY SCHOOL	$ 67.66
362081	30-May-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	LOWELL ELEMENTARY SCHOOL	$ 269.43
362082	30-May-2017	OFFICE DEPOT	LCFF-Supplemental/Concentration	PUPIL SUPPORT SERVICES	$ 80.70
362083	30-May-2017	ROSE BRAND WIPERS, INC. DBA ROSE BRAND	Title I, Core Set Aside	SANTIAGO ELEMENTARY SCHOOL	$ 211.96
362084	30-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	TAFT ELEMENTARY SCHOOL	$ 143.04
362085	30-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	TAFT ELEMENTARY SCHOOL	$ 79.74
362086	30-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	TAFT ELEMENTARY SCHOOL	$ 69.97
362087	30-May-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	HENINGER ELEMENTARY SCHOOL	$ 3,604.04
362088	30-May-2017	AMAZON CAPITAL SERVICES, INC.	Special Education	KING ELEMENTARY SCHOOL	$ 27.91
362089	30-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	HENINGER ELEMENTARY SCHOOL	$ 51.12
362090	30-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	MARTIN ELEMENTARY SCHOOL	$ 2,343.88
362091	30-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	SPECIAL PROJECTS/WELLNESS	$ 198.43
362092	30-May-2017	OFFICE DEPOT	Special Education	CARR INTERMEDIATE SCHOOL	$ 133.86
362093	30-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	$ 38.84
362094	30-May-2017	STARFALL EDUCATION FOUNDATION	IASA: Title I Basic Grants Low-Income and Neglected, Part A	JACKSON ELEMENTARY SCHOOL	$ 290.93
362095	31-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	$ 36.23
362096	31-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	TAFT ELEMENTARY SCHOOL	$ 52.18
362097	31-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	ROOSEVELT ELEMENTARY SCHOOL	$ 1,945.93
362098	31-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	$ 55.46
362099	31-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	CONSTRUCTION	$ 154.37
362100	31-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	THORPE FUNDAMENTAL ELEMENTARY SCHOOL	$ 209.72
362101	31-May-2017	OFFICE DEPOT	Special Education	SUMMER SCHOOL	$ 258.60
362102	31-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	HEROES ELEMENTARY SCHOOL	$ 235.70
362103	31-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	HARVEY ELEMENTARY SCHOOL	$ 351.74
362104	31-May-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	WILLARD INTERMEDIATE SCHOOL	$ 10.02
362105	31-May-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	HENINGER ELEMENTARY SCHOOL	$ 2,640.33
362105	31-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	HENINGER ELEMENTARY SCHOOL	$ 115.90
362106	31-May-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	$ 156.33
362107	31-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	$ 915.82
362108	31-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	ESQUEDA ELEMENTARY SCHOOL	$ 1,943.81
362109	31-May-2017	ORIENTAL TRADING COMPANY, INC.	Fundraiser (Non ASB-PTA Deposits)	MARTIN ELEMENTARY SCHOOL	$ 206.26
362110	31-May-2017	OCTA	Title I, Core Set Aside	SADDLEBACK HIGH SCHOOL	$ 900.00
362111	31-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	HENINGER ELEMENTARY SCHOOL	$ 759.68
362112	31-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	$ 85.14
362113	31-May-2017	ICY SMITH dba EAST WEST DISCOVERY PRESS	Unrestricted Discretionary Accounts	JEFFERSON ELEMENTARY SCHOOL	$ 442.07
362114	31-May-2017	LAW OFFICES OF MAUREEN GRAVES	Special Education	SPECIAL EDUCATION	$ 28,000.00
362115	31-May-2017	OFFICE DEPOT	Special Education	MITCHELL CHILD DEVELOPMENT CENTER	$ 288.28
362116	31-May-2017	LEEJANICE TOBACK dba LAW OFFICES OF LEEJANICE TOBACK	Special Education	SPECIAL EDUCATION	$ 11,500.00

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362117	31-May-2017	OFFICE DEPOT	Special Ed: IDEA Preschool Grants	MITCHELL CHILD DEVELOPMENT CENTER	$ 1,893.65
362118	31-May-2017	OFFICE DEPOT	Special Education	MITCHELL CHILD DEVELOPMENT CENTER	$ 757.46
362119	31-May-2017	MUSEUM OF TOLERANCE	E-Business Academy [0473] CHS	CENTURY HIGH SCHOOL	$ 514.50
362119	31-May-2017	MUSEUM OF TOLERANCE	Education Academy [0434] CHS	CENTURY HIGH SCHOOL	$ 514.50
362120	31-May-2017	OFFICE DEPOT	21st Century ASSETS (roll-up 4124)	SANTA ANA HIGH SCHOOL	$ 873.80
362121	31-May-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	ROMERO-CRUZ ELEMENTARY SCHOOL	$ 40.92
362122	31-May-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	ROMERO-CRUZ ELEMENTARY SCHOOL	$ 56.68
362123	31-May-2017	IMPACT APPAREL	Unrestricted Discretionary Accounts	GODINEZ FUNDAMENTAL HIGH SCHOOL	$ 8,830.00
362124	31-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	SADDLEBACK HIGH SCHOOL	$ 80.70
362125	31-May-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	KING ELEMENTARY SCHOOL	$ 1,403.53
362126	31-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	$ 48.47
362127	31-May-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	WILLARD INTERMEDIATE SCHOOL	$ 241.32
362128	31-May-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CARVER ELEMENTARY SCHOOL	$ 157.15
362129	31-May-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	$ 3,145.87
362130	31-May-2017	OFFICE DEPOT	21st Century ASSETS (roll-up 4124)	CENTURY HIGH SCHOOL	$ 266.13
362131	31-May-2017	OFFICE DEPOT	Special Education	DAVIS ELEMENTARY SCHOOL	$ 80.85
362132	31-May-2017	STAPLES BUSINESS ADVANTAGE	Unrestricted Discretionary Accounts	EDUCATIONAL SERVICES DIVISION	$ 342.53
362133	31-May-2017	MOBYMAX, LLC	IASA: Title I Basic Grants Low-Income and Neglected, Part A	HOOVER ELEMENTARY SCHOOL	$ 106.67
362134	31-May-2017	AUDIO DYNAMIX INC	Unrestricted Discretionary Accounts	DIAMOND ELEMENTARY SCHOOL	$ 408.38
362135	31-May-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	EDISON ELEMENTARY SCHOOL	$ 2,354.83
362135	31-May-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	EDISON ELEMENTARY SCHOOL	$ 310.06
362136	31-May-2017	GOVCONNECTION	IASA: Title I Basic Grants Low-Income and Neglected, Part A	VALLEY HIGH SCHOOL	$ 1,360.34
362137	31-May-2017	STAPLES BUSINESS ADVANTAGE	Unrestricted Discretionary Accounts	K-12 SCHOOL PERFORMANCE AND CULTURE	$ 162.16
362138	31-May-2017	MOBYMAX, LLC	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SPURGEON INTERMEDIATE SCHOOL	$ 883.00
362139	31-May-2017	MOVIE SHOW VIDEO MANAGEMENT, INC. dba CHEERLEADING COMPANY	Donations (Miscellaneous)	SIERRA PREPARATORY ACADEMY	$ 4,471.46
362140	31-May-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CARVER ELEMENTARY SCHOOL	$ 104.70
362141	31-May-2017	STAPLES BUSINESS ADVANTAGE	Unrestricted Discretionary Accounts	ESQUEDA ELEMENTARY SCHOOL	$ 1,389.13
362142	31-May-2017	ARRAY NETWORKS, INC.	Unrestricted Discretionary Accounts	TECHNOLOGY INNOVATION SERVICES	$ 4,503.95
362144	31-May-2017	COMMUNICATIONS USA, INC.	Unrestricted Discretionary Accounts	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	$ 269.27
362145	31-May-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	$ 1,936.27
362146	31-May-2017	STAPLES BUSINESS ADVANTAGE	Unrestricted Discretionary Accounts	ROMERO-CRUZ ELEMENTARY SCHOOL	$ 122.75
362147	31-May-2017	ASSET GENIE, INC. dba AG PARTS WORLDWIDE	IASA: Title I Basic Grants Low-Income and Neglected, Part A	LATHROP INTERMEDIATE SCHOOL	$ 3,205.56
362148	31-May-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CARVER ELEMENTARY SCHOOL	$ 156.77
362149	31-May-2017	ACP DIRECT	Special Education	ROMERO-CRUZ ELEMENTARY SCHOOL	$ 113.26
362150	31-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	EDISON ELEMENTARY SCHOOL	$ 39.86
362151	31-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	$ 418.55
362152	31-May-2017	K-LOG INC	Unrestricted Discretionary Accounts	ESQUEDA ELEMENTARY SCHOOL	$ 1,275.00
362153	31-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	ESQUEDA ELEMENTARY SCHOOL	$ 2,723.73
362154	31-May-2017	OFFICE DEPOT	Special Ed: IDEA Early Intervention Grants	MITCHELL CHILD DEVELOPMENT CENTER	$ 220.19
362155	31-May-2017	AREY JONES EDUCATIONAL SOLUTIONS	Unrestricted Discretionary Accounts	K-12 SCHOOL PERFORMANCE AND CULTURE	$ 1,547.44
362156	31-May-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MIDDLE COLLEGE HIGH SCHOOL	$ 1,184.41
362158	31-May-2017	STAPLES BUSINESS ADVANTAGE	Special Education	DAVIS ELEMENTARY SCHOOL	$ 35.33

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362159	31-May-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	WILSON ELEMENTARY SCHOOL	$ 107.43
362160	31-May-2017	CUSTOMINK, LLC dba CUSTOMINK	Title I, Core Set Aside	CARR INTERMEDIATE SCHOOL	$ 545.00
362161	31-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	SADDLEBACK HIGH SCHOOL	$ 188.76
362162	31-May-2017	OCTA	Title I, Core Set Aside	CARR INTERMEDIATE SCHOOL	$ 288.00
362165	31-May-2017	SCANTRON CORPORATION	Education Academy [0434] CHS	CENTURY HIGH SCHOOL	$ 144.00
362166	31-May-2017	OFFICE DEPOT	Special Education	ROMERO-CRUZ ELEMENTARY SCHOOL	$ 58.36
362167	31-May-2017	ALL AMERICAN TROPHY	E-Business Academy [0473] CHS	CENTURY HIGH SCHOOL	$ 384.68
362167	31-May-2017	ALL AMERICAN TROPHY	Education Academy [0434] CHS	CENTURY HIGH SCHOOL	$ 384.66
362168	31-May-2017	ULINE SHIPPING SUPPLIES	Fundraiser (Non ASB-PTA Deposits)	ADAMS ELEMENTARY SCHOOL	$ 275.90
362169	31-May-2017	KNOTTS BERRY FARM	Special Ed: Mental Health Services	MCFADDEN INTERMEDIATE SCHOOL	$ 789.50
362170	31-May-2017	AQUARIUM OF THE PACIFIC	Title I, Core Set Aside	CARR INTERMEDIATE SCHOOL	$ 480.00
362171	31-May-2017	ORANGE COUNTY DEPARTMENT OF EDUCATION	Title II-Part A Improving Teacher Quality	NONPUBLIC SCHOOLS	$ 22,800.00
362172	31-May-2017	WALTERS WHOLESALE ELECTRIC	Ongoing & Major Maintenance Account	BUILDING SERVICES	$ 98.63
362174	31-May-2017	FEDERAL EXPRESS CORPORATION	Unrestricted Discretionary Accounts	BUILDING SERVICES	$ 4.37
362175	31-May-2017	THOMPSON ENGINEERING	Ongoing & Major Maintenance Account	BUILDING SERVICES	$ 754.29
362176	31-May-2017	JOSE ELIAS ROLDAN dba ELIAS ROLDAN DESIGNS	Unrestricted Discretionary Accounts	HENINGER ELEMENTARY SCHOOL	$ 1,100.00
362177	31-May-2017	HILDA MONICA QUINTERO	Unrestricted Discretionary Accounts	HENINGER ELEMENTARY SCHOOL	$ 10,570.00
362178	31-May-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	HEROES ELEMENTARY SCHOOL	$ 229.81
362180	31-May-2017	UNITED STATES ACADEMIC DECATHLON	Unrestricted Discretionary Accounts	SADDLEBACK HIGH SCHOOL	$ 1,141.39
362181	31-May-2017	NCS PEARSON, INC. dba CERTIPORT	Unrestricted - Regional Occupational Center Prog (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	$ 4,800.00
362182	31-May-2017	CALIFORNIA WEEKLY EXPLORER, INC.	Donations (Miscellaneous)	MONROE ELEMENTARY SCHOOL	$ 759.00
362183	31-May-2017	ADVANTAGE WEST INVESTMENT ENTERPRISES, INC. dba ADVANTAGE WEST GOVERNMENT PRODUCT SOLUTIONS	Unrestricted Discretionary Accounts	BUILDING SERVICES	$ 362.47
362184	31-May-2017	BSN SPORTS	Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	$ 6,705.76
362185	31-May-2017	KAP 7 INTERNATIONAL	Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	$ 4,390.81
362186	31-May-2017	LOSO CREATION, LLC dba LOSO CREATION	Title I, Core Set Aside	MCFADDEN INTERMEDIATE SCHOOL	$ 770.00
362187	31-May-2017	CHAMPION CHEMICAL COMPANY	Unrestricted Discretionary Accounts	BUILDING SERVICES	$ 6,605.08
362188	31-May-2017	FAIR PLAY SCORBOARDS	Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	$ 4,083.73
362189	31-May-2017	HENRY SCHEIN, INC.	Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	$ 273.31
362190	31-May-2017	PLAYERS CHOICE	Unrestricted Discretionary Accounts	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	$ 1,961.37
362191	31-May-2017	iPROMOTEU	Title I, Core Set Aside	SPURGEON INTERMEDIATE SCHOOL	$ 625.98
362192	31-May-2017	SUBLIME PROMOTIONS, LLC dba BUYSHADE.COM	21st Century ASSETS (roll-up 4124)	VALLEY HIGH SCHOOL	$ 1,921.19
362193	31-May-2017	VARSITY SPIRIT FASHIONS & SUPPLIES, INC.	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	$ 13,358.84
362194	31-May-2017	OFFICE DEPOT	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	$ 312.32
362195	31-May-2017	STEVE TOMORY	Unrestricted - Regional Occupational Center Prog (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	$ 385.10
362196	31-May-2017	COASTAL ENTERPRISES	Donations (Miscellaneous)	CENTURY HIGH SCHOOL	$ 458.48
362197	31-May-2017	DESIGNING IMAGES GROUP	Head Start	CHILD DEVELOPMENT	$ 2,933.50
362198	31-May-2017	CONCEPTS SCHOOL AND OFFICE FURNISHINGS	Unrestricted Discretionary Accounts	FREMONT ELEMENTARY SCHOOL	$ 12,456.45
362200	31-May-2017	PENSKE TRUCK LEASING CO, L.P.	Unrestricted Discretionary Accounts	BUILDING SERVICES	$ 291.75
362201	31-May-2017	GOVCONNECTION	IASA: Title I Basic Grants Low-Income and Neglected, Part A	FRANKLIN ELEMENTARY SCHOOL	$ 281.72
362202	31-May-2017	OCTA	IASA: Title I Basic Grants Low-Income and Neglected, Part A	PUPIL SUPPORT SERVICES	$ 27,999.00
362203	31-May-2017	KIDSPACEA PARTICIPATORY MUSEUM dba KIDSPACE CHILDREN'S MUSEUM	Title I, Core Set Aside	LINCOLN ELEMENTARY SCHOOL	$ 960.00
362204	31-May-2017	CALIFORNIA SCIENCE CENTER & IMAX THEATRE	Title I, Core Set Aside	LINCOLN ELEMENTARY SCHOOL	$ 25.00

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362205	31-May-2017	DISCOVERY CUBE ORANGE COUNTY	Title I, Core Set Aside	LINCOLN ELEMENTARY SCHOOL	$ 936.00
362206	31-May-2017	ACHIEVE3000, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	DIAMOND ELEMENTARY SCHOOL	$ 9,905.63
362208	31-May-2017	COSTCO WHOLESALE	Title I, Core Set Aside	GARFIELD ELEMENTARY SCHOOL	$ 45.67
362209	31-May-2017	COSTCO WHOLESALE	Title I, Core Set Aside	MCFADDEN INTERMEDIATE SCHOOL	$ 160.44
362210	01-Jun-2017	SCHOOL TRANSPORTATION SOLUTIONS INC	Unrestricted One-time Funds	K-12 TEACHING AND LEARNING	$ 4,837.00
362211	01-Jun-2017	HENRY SCHEIN, INC.	Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	$ 5,515.19
362212	01-Jun-2017	CHILDRENS MUSEUM AT LA HABRA	IASA: Title I Basic Grants Low-Income and Neglected, Part A	DAVIS ELEMENTARY SCHOOL	$ 600.00
362213	01-Jun-2017	COLORADO TIME SYSTEMS, LLC	Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	$ 1,120.60
362214	01-Jun-2017	BSN SPORTS	Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	$ 3,546.12
362215	01-Jun-2017	OFFICE DEPOT	Ongoing & Major Maintenance Account	BUILDING SERVICES	$ 296.32
362216	01-Jun-2017	OFFICE DEPOT	Unrestricted One-time Funds	FACILITIES/GOVERNMENTAL RELATIONS	$ 410.05
362217	01-Jun-2017	SPINITAR, INC.	Donations (Miscellaneous)	KENNEDY ELEMENTARY SCHOOL	$ 1,284.58
362218	01-Jun-2017	INTERNATIONAL E-Z UP, INC.	Unrestricted Discretionary Accounts	WASHINGTON ELEMENTARY SCHOOL	$ 2,992.81
362219	01-Jun-2017	RUBY R. MYRES dba DISCOUNT ROCKETRY	Title I, Core Set Aside	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	$ 797.94
362220	01-Jun-2017	EAI	Title I, Core Set Aside	ROMERO-CRUZ ELEMENTARY SCHOOL	$ 204.46
362221	01-Jun-2017	ZUMA OFFICE SUPPLY	Unrestricted Discretionary Accounts	MONTE VISTA ELEMENTARY SCHOOL	$ 193.20
362222	01-Jun-2017	WILLIAM V. MACGILL & CO. dba MACGILL & CO.	Unrestricted Discretionary Accounts	HOOVER ELEMENTARY SCHOOL	$ 276.22
362223	01-Jun-2017	DISCOVERY CUBE ORANGE COUNTY	Donations (Miscellaneous)	ROOSEVELT ELEMENTARY SCHOOL	$ 1,438.00
362224	01-Jun-2017	SIGNATURE CELEBRATIONS	Employee Wellness	RISK MANAGEMENT	$ 540.50
362225	01-Jun-2017	COULTER VENTURES, LLC dba ROGUE FITNESS	NJROTC	SANTA ANA HIGH SCHOOL	$ 4,930.26
362226	01-Jun-2017	CALIFORNIA SCIENCE CENTER	Title I, Core Set Aside	LOWELL ELEMENTARY SCHOOL	$ 415.00
362227	01-Jun-2017	TANAKA FARMS	Title I, Core Set Aside	CARVER ELEMENTARY SCHOOL	$ 574.00
362228	01-Jun-2017	TEACHER CREATED MATERIALS	Head Start	CHILD DEVELOPMENT	$ 4,525.34
362228	01-Jun-2017	TEACHER CREATED MATERIALS	Head Start	CHILD DEVELOPMENT	$ 362.03
362229	01-Jun-2017	OCDE/AP IN THE OC	Donations (Miscellaneous)	THORPE FUNDAMENTAL ELEMENTARY SCHOOL	$ 2,890.00
362230	01-Jun-2017	OC ZOO IRVINE REGIONAL PARK	Title I, Core Set Aside	CARVER ELEMENTARY SCHOOL	$ 100.00
362231	01-Jun-2017	GOVCONNECTION	30-R2002-653 Before and After School Learning & Safe	AFTER SCHOOL PROGRAMS	$ 1,861.51
362232	01-Jun-2017	APPLE, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CENTURY HIGH SCHOOL	$ 36,498.53
362233	01-Jun-2017	TAYMARK dba ANDERSON'S	Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	$ 1,573.11
362234	01-Jun-2017	GOPHER	Unrestricted Discretionary Accounts	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	$ 579.70
362235	01-Jun-2017	ORIENTAL TRADING COMPANY, INC.	30-R2002-653 Before and After School Learning & Safe	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	$ 20.73
362236	01-Jun-2017	VARSITY SPIRIT FASHIONS & SUPPLIES, INC.	Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	$ 1,725.09
362237	01-Jun-2017	LEGO DACTA PITSCO, LLC dba LEGO EDUCATION	IASA: Title I Basic Grants Low-Income and Neglected, Part A	WASHINGTON ELEMENTARY SCHOOL	$ 4,661.55
362238	01-Jun-2017	VARSITY SPIRIT FASHIONS & SUPPLIES, INC.	Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	$ 16,633.47
362239	01-Jun-2017	RAINBOW BOOKS, INC. dba RAINBOW BOOK COMPANY	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MONROE ELEMENTARY SCHOOL	$ 8,051.14
362240	01-Jun-2017	DISCOUNT SCHOOL SUPPLY	21st Century ASSETS (roll-up 4124)	CENTURY HIGH SCHOOL	$ 170.53
362241	01-Jun-2017	PEARSON ASSESSMENTS	IASA: Title I Migrant Ed Regular Program	MIGRANT EDUCATION	$ 1,208.32
362242	01-Jun-2017	AMERICAN THERMOFORM CORP.	Special Education	SPECIAL EDUCATION	$ 1,232.71
362243	01-Jun-2017	PERMA BOUND BOOKS HERTZBERG NEW METHOD, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	KING ELEMENTARY SCHOOL	$ 3,216.33
362244	01-Jun-2017	SCHOOL NURSE SUPPLY, INC	Unrestricted Discretionary Accounts	MUIR FUNDAMENTAL ELEMENTARY SCHOOL	$ 335.54
362245	01-Jun-2017	ATTANASIO & ASSOCIATES, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	KING ELEMENTARY SCHOOL	$ 5,868.17
362246	01-Jun-2017	CAROLINA BIOLOGICAL SUPPLY COMPANY	IASA: Title I Basic Grants Low-Income and Neglected, Part A	VALLEY HIGH SCHOOL	$ 2,035.40

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362247	01-Jun-2017	ATTANASIO & ASSOCIATES, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	KING ELEMENTARY SCHOOL	$ 5,632.31
362248	01-Jun-2017	PALOS SPORTS, INC.	Unrestricted Discretionary Accounts	GARFIELD ELEMENTARY SCHOOL	$ 854.08
362249	01-Jun-2017	FLAGHOUSE, INC.	Unrestricted Discretionary Accounts	SEPULVEDA ELEMENTARY SCHOOL	$ 627.00
362250	01-Jun-2017	SCHOOL HEALTH CORPORATION	Unrestricted Discretionary Accounts	ESQUEDA ELEMENTARY SCHOOL	$ 142.26
362251	01-Jun-2017	STEVE SPANGLER SCIENCE	Title I, Core Set Aside	WILSON ELEMENTARY SCHOOL	$ 64.61
362252	01-Jun-2017	OFFICE DEPOT	Unrestricted - Regional Occupational Center Prog (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	$ 378.63
362253	01-Jun-2017	STAPLES BUSINESS ADVANTAGE	Unrestricted Discretionary Accounts	VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	$ 87.65
362254	01-Jun-2017	DAVE WILSON'S FORD OF ORANGE	Unrestricted Discretionary Accounts	BUSINESS SERVICES DIVISION	$ 29,674.99
362255	01-Jun-2017	CM SCHOOL SUPPLY	IASA: Title I Basic Grants Low-Income and Neglected, Part A	DIAMOND ELEMENTARY SCHOOL	$ 306.15
362256	01-Jun-2017	CM SCHOOL SUPPLY	Title I, Core Set Aside	ROMERO-CRUZ ELEMENTARY SCHOOL	$ 199.47
362257	01-Jun-2017	INTERNATIONAL E-Z UP, INC.	Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	$ 5,906.87
362258	01-Jun-2017	SACRAMENTO COUNTY OFFICE OF EDUCATION	Unrestricted Discretionary Accounts	SANTIAGO ELEMENTARY SCHOOL	$ 810.00
362259	01-Jun-2017	TEACHSTONE TRAINING, LLC	Head Start	CHILD DEVELOPMENT	$ 2,867.73
362260	01-Jun-2017	GRAIL THEATRE OF BRITAIN	Unrestricted Discretionary Accounts	GARFIELD ELEMENTARY SCHOOL	$ 999.00
362261	01-Jun-2017	ARAM BARSAMIAN	One-Time Discretionary Funds	EDUCATIONAL SERVICES DIVISION	$ 800.00
362262	01-Jun-2017	SIGN A RAMA	Unrestricted Discretionary Accounts	BUILDING SERVICES	$ 628.45
362263	01-Jun-2017	AQUARIUM OF THE PACIFIC	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	$ 2,970.00
362263	01-Jun-2017	AQUARIUM OF THE PACIFIC	Unrestricted Discretionary Accounts	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	$ 30.00
362264	02-Jun-2017	LOS ANGELES ZOO AND BOTANICAL GARDENS	Unrestricted Discretionary Accounts	HOOVER ELEMENTARY SCHOOL	$ 207.00
362265	02-Jun-2017	ERIC WENDLAND	Title II-Part A Improving Teacher Quality	NONPUBLIC SCHOOLS	$ 7,488.00
362266	02-Jun-2017	AMERICAN WEST RESTAURANT GROUP HOLDING, LLC dba SOCAL SOUTH	Unrestricted Discretionary Accounts	WILLARD INTERMEDIATE SCHOOL	$ 600.00
362268	02-Jun-2017	AMAZON CAPITAL SERVICES, INC.	Unrestricted Discretionary Accounts	JEFFERSON ELEMENTARY SCHOOL	$ 87.53
362269	02-Jun-2017	AQUARIUM OF THE PACIFIC	Donations (Miscellaneous)	MARTIN ELEMENTARY SCHOOL	$ 720.00
362270	02-Jun-2017	FAIRVIEW LEARNING, LLC	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SEGERSTROM HIGH SCHOOL	$ 563.23
362271	02-Jun-2017	LONG BEACH AQUARIUM OF THE PACIFIC	Title I, Core Set Aside	KENNEDY ELEMENTARY SCHOOL	$ 360.00
362272	02-Jun-2017	DISCOVERY CUBE ORANGE COUNTY	Title I, Core Set Aside	WILSON ELEMENTARY SCHOOL	$ 650.00
362273	02-Jun-2017	PERMA BOUND BOOKS HERTZBERG NEW METHOD, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	ROMERO-CRUZ ELEMENTARY SCHOOL	$ 2,499.10
362274	02-Jun-2017	MUSEUM OF TOLERANCE	Title I, Core Set Aside	WILSON ELEMENTARY SCHOOL	$ 1,190.00
362275	02-Jun-2017	CALIFORNIA SCIENCE CENTER	Title I, Core Set Aside	KENNEDY ELEMENTARY SCHOOL	$ 321.00
362276	02-Jun-2017	ORANGE COUNTY LAW ENFORCEMENT EXPLORER ADVISORS' ASSOCIATION	Unrestricted Discretionary Accounts	SCHOOL POLICE SERVICES	$ 1,380.00
362277	02-Jun-2017	ROCHESTER 100, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	HEROES ELEMENTARY SCHOOL	$ 363.66
362278	02-Jun-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	ENGLISH LEARNER PROGRAMS & STUDENT	$ 121.06
362279	02-Jun-2017	AMAZON CAPITAL SERVICES, INC.	California Career Pathways Trust	REGIONAL OCCUPATIONAL PROGRAM	$ 2,400.23
362280	02-Jun-2017	TANAKA FARMS	Title I, Core Set Aside	EARLY CHILDHOOD EDUCATION	$ 714.00
362281	02-Jun-2017	DISCOVERY SCIENCE CENTER	Title I, Core Set Aside	EARLY CHILDHOOD EDUCATION	$ 570.00
362282	02-Jun-2017	THE ECOLOGY CENTER	Title I, Core Set Aside	EARLY CHILDHOOD EDUCATION	$ 675.00
362283	02-Jun-2017	AMAZON CAPITAL SERVICES, INC.	California Career Pathways Trust	REGIONAL OCCUPATIONAL PROGRAM	$ 58.12
362284	02-Jun-2017	AMAZON CAPITAL SERVICES, INC.	Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	$ 277.13
362285	02-Jun-2017	AMAZON CAPITAL SERVICES, INC.	Unrestricted Discretionary Accounts	FACILITIES/GOVERNMENTAL RELATIONS	$ 474.05
362285	02-Jun-2017	AMAZON CAPITAL SERVICES, INC.	Unrestricted One-time Funds	FACILITIES/GOVERNMENTAL RELATIONS	$ 96.10
362287	02-Jun-2017	LEARNING PLUS ASSOCIATES	IASA: Title I Basic Grants Low-Income and Neglected, Part A	WALKER ELEMENTARY SCHOOL	$ 3,942.95
362290	02-Jun-2017	CDW GOVERNMENT, INC.	21st Century ASSETS (roll-up 4124)	CENTURY HIGH SCHOOL	$ 895.94

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362291	02-Jun-2017	OFFICE DEPOT	21st Century ASSETS (roll-up 4124)	CENTURY HIGH SCHOOL	$ 430.99
362293	02-Jun-2017	B&H PHOTO VIDEO	21st Century ASSETS (roll-up 4124)	VALLEY HIGH SCHOOL	$ 932.31
362294	02-Jun-2017	AMAZON CAPITAL SERVICES, INC.	21st Century ASSETS (roll-up 4124)	VALLEY HIGH SCHOOL	$ 242.56
362295	02-Jun-2017	AMAZON CAPITAL SERVICES, INC.	Unrestricted Discretionary Accounts	COMMUNICATIONS OFFICE	$ 43.88
362296	02-Jun-2017	B&H PHOTO VIDEO	Unrestricted Discretionary Accounts	COMMUNICATIONS OFFICE	$ 26.42
362298	02-Jun-2017	AMAZON CAPITAL SERVICES, INC.	Unrestricted Discretionary Accounts	ALTERNATIVE EDUCATION	$ 775.67
362299	02-Jun-2017	COSTCO WHOLESALE	Title I, Core Set Aside	ROOSEVELT ELEMENTARY SCHOOL	$ 75.41
362300	05-Jun-2017	VERITIV OPERATING COMPANY	Fund 01 General Fund	PUBLICATIONS	$ 1,512.85
362301	05-Jun-2017	SUBWAY	Communication Studies (Speech and Debate)	K-12 TEACHING AND LEARNING	$ 9,919.31
362302	05-Jun-2017	VERITIV OPERATING COMPANY	Unrestricted Discretionary Accounts	ACCOUNTING DEPARTMENT	$ 158.18
362303	05-Jun-2017	UNIVERSITY OF SOUTHERN CALIFORNIA	Unrestricted Discretionary Accounts	HENINGER ELEMENTARY SCHOOL	$ 1,195.00
362304	05-Jun-2017	J & M SALES, INC.	IASA: Title I Migrant Ed Regular Program	MIGRANT EDUCATION	$ 39,970.00
362305	05-Jun-2017	PLAYERS CHOICE	Unrestricted Discretionary Accounts	LATHROP INTERMEDIATE SCHOOL	$ 300.00
362306	05-Jun-2017	JASON JOHN YBARRA dba MAJOR LEAGUE PRINTING	Unrestricted Discretionary Accounts	SIERRA PREPARATORY ACADEMY	$ 711.80
362307	05-Jun-2017	PADRES UNIDOS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	ROMERO-CRUZ ELEMENTARY SCHOOL	$ 5,700.00
362308	05-Jun-2017	ORANGE COUNTY DEPARTMENT OF EDUCATION	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MUIR FUNDAMENTAL ELEMENTARY SCHOOL	$ 5,474.00
362309	05-Jun-2017	IRVINE RECREATION PARK dba IRVINE LANES	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MADISON ELEMENTARY SCHOOL	$ 920.00
362312	05-Jun-2017	BARNES & NOBLE BOOKSELLERS, INC.	California Career Pathways Trust	REGIONAL OCCUPATIONAL PROGRAM	$ 174.69
362313	05-Jun-2017	CALIFORNIA SCIENCE CENTER	Title I, Core Set Aside	LATHROP INTERMEDIATE SCHOOL	$ 260.00
362314	05-Jun-2017	SCHOOL DATE BOOKS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	HEROES ELEMENTARY SCHOOL	$ 852.38
362315	05-Jun-2017	AQUARIUM OF THE PACIFIC	Title I, Core Set Aside	LATHROP INTERMEDIATE SCHOOL	$ 306.00
362316	05-Jun-2017	SCHOLASTIC CLASSROOM MAGAZINES	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	$ 247.25
362317	05-Jun-2017	ROCHESTER 100, INC.	Unrestricted Discretionary Accounts	LOWELL ELEMENTARY SCHOOL	$ 1,573.15
362318	05-Jun-2017	FOLLETT SCHOOL SOLUTIONS, INC.	Unrestricted Discretionary Accounts	JEFFERSON ELEMENTARY SCHOOL	$ 798.98
362319	05-Jun-2017	R.P.P. GROUP INC dba SUBWAY 36125	Communication Studies (Speech and Debate)	K-12 TEACHING AND LEARNING	$ 3,717.27
362320	05-Jun-2017	ROBERTO ZAVALA dba GALAXY PARTY RENTALS	Unrestricted Discretionary Accounts	K-12 SCHOOL PERFORMANCE AND CULTURE	$ 1,125.00
362321	05-Jun-2017	PESI	Medi-Cal Billing Option	SPEECH & LANGUAGE	$ 219.99
362322	05-Jun-2017	WEST COAST FIRE & INTEGRATION, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	$ 530.00
362323	05-Jun-2017	CPR LADY dba THE CPR LADY, INC.	Unrestricted - Regional Occupational Center Prog (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	$ 486.00
362324	05-Jun-2017	ORANGE COUNTY SHERIFFS DEPARTMENT	Unrestricted Discretionary Accounts	SCHOOL POLICE SERVICES	$ 75.00
362325	05-Jun-2017	ORANGE COUNTY SHERIFFS DEPARTMENT	Unrestricted Discretionary Accounts	SCHOOL POLICE SERVICES	$ 60.00
362326	05-Jun-2017	ORANGE COUNTY SHERIFFS DEPARTMENT	Unrestricted Discretionary Accounts	SCHOOL POLICE SERVICES	$ 75.00
362327	05-Jun-2017	PEARSON NCS	Special Education	PSYCHOLOGICAL SERVICES/APE	$ 207.80
362328	05-Jun-2017	PEARSON CLINICAL	Special Education	SPEECH & LANGUAGE	$ 206.00
362329	05-Jun-2017	ORANGE COUNTY SHERIFF CORONER DEPARTMENT	Unrestricted Discretionary Accounts	SCHOOL POLICE SERVICES	$ 75.00
362332	05-Jun-2017	WEX BANK, dba WRIGHT EXPRESS FSC	Ongoing & Major Maintenance Account	BUILDING SERVICES	$ 12,605.23
362332	05-Jun-2017	WEX BANK, dba WRIGHT EXPRESS FSC	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	$ 195.49
362332	05-Jun-2017	WEX BANK, dba WRIGHT EXPRESS FSC	Unrestricted Discretionary Accounts	FACILITIES/GOVERNMENTAL RELATIONS	$ 92.17
362332	05-Jun-2017	WEX BANK, dba WRIGHT EXPRESS FSC	Unrestricted Discretionary Accounts	PURCHASING DEPARTMENT	$ 416.94
362332	05-Jun-2017	WEX BANK, dba WRIGHT EXPRESS FSC	Unrestricted Discretionary Accounts	SADDLEBACK HIGH SCHOOL	$ 75.25
362332	05-Jun-2017	WEX BANK, dba WRIGHT EXPRESS FSC	Unrestricted Discretionary Accounts	SCHOOL POLICE SERVICES	$ 4,068.10
362332	05-Jun-2017	WEX BANK, dba WRIGHT EXPRESS FSC	Unrestricted Discretionary Accounts	SEGERSTROM HIGH SCHOOL	$ 141.88

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362332	05-Jun-2017	WEX BANK, dba WRIGHT EXPRESS FSC	Unrestricted Discretionary Accounts	TECHNOLOGY INNOVATION SERVICES	$ 244.34
362332	05-Jun-2017	WEX BANK, dba WRIGHT EXPRESS FSC	Unrestricted Discretionary Accounts	TRANSPORTATION DEPARTMENT	$ 465.75
362332	05-Jun-2017	WEX BANK, dba WRIGHT EXPRESS FSC	Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	$ 45.32
362332	05-Jun-2017	WEX BANK, dba WRIGHT EXPRESS FSC	Unrestricted Discretionary Accounts	WAREHOUSE AND DELIVERY	$ 1,556.14
362333	05-Jun-2017	ETES dba MAKERSVILLE	Title I, Core Set Aside	THORPE FUNDAMENTAL ELEMENTARY SCHOOL	$ 750.00
362334	05-Jun-2017	ATKINSON, ANDELSON, LOYA, RUUD & ROMO	Unrestricted Discretionary Accounts	HUMAN RESOURCES DIVISION	$ 75.00
362335	05-Jun-2017	TBP PRODUCTIONS, LLP dba SNO SITES	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	$ 150.00
362336	05-Jun-2017	PREHISTORIC, INC. dba JURASSIC PARTIES AND PREHISTORIC PETS	Title I, Core Set Aside	CARVER ELEMENTARY SCHOOL	$ 375.00
362337	05-Jun-2017	ORANGE COUNTY FIRE AUTHORITY	Unrestricted Discretionary Accounts	SPURGEON INTERMEDIATE SCHOOL	$ 110.00
362338	05-Jun-2017	AVID CENTER	IASA: Title I Basic Grants Low-Income and Neglected, Part A	FREMONT ELEMENTARY SCHOOL	$ 3,800.00
362339	05-Jun-2017	FRANCES NGUYEN dba GOLDEN TROPHY & PROMOTIONS	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	$ 4,178.35
362340	05-Jun-2017	HUMBOLDT COUNTY OFFICE OF EDUCATION	Department of Rehab: Workability II, Transition Partnership	TRANSITION PROGRAMS	$ 1,000.00
362341	05-Jun-2017	ENVIRONMENTAL NATURE CENTER	Donations (Miscellaneous)	THORPE FUNDAMENTAL ELEMENTARY SCHOOL	$ 1,169.00
362343	05-Jun-2017	POWAY UNIFIED SCHOOL DISTRICT DISTRICT-WESTVIEW HIGH SCHOOL	Department of Rehab: Workability II, Transition Partnership	TRANSITION PROGRAMS	$ 741.86
362347	06-Jun-2017	APPLE, INC.	21st Century ASSETS (roll-up 4124)	VALLEY HIGH SCHOOL	$ 907.25
362348	06-Jun-2017	COMMUNICATIONS USA, INC.	Emergency Preparedness and Operations	RISK MANAGEMENT	$ 35,969.37
362351	06-Jun-2017	MATTER HACKERS, INC.	Title I, Core Set Aside	PIO-PICO ELEMENTARY SCHOOL	$ 2,995.00
362352	06-Jun-2017	AMAZON CAPITAL SERVICES, INC.	Title I, Core Set Aside	WASHINGTON ELEMENTARY SCHOOL	$ 258.56
362353	06-Jun-2017	SCHOOL OUTFITTERS, LLC	IASA: Title I Basic Grants Low-Income and Neglected, Part A	ESQUEDA ELEMENTARY SCHOOL	$ 707.59
362354	06-Jun-2017	MYSTERY SCIENCE, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	GARFIELD ELEMENTARY SCHOOL	$ 499.00
362355	06-Jun-2017	TERRENCE SHERRY dba 1 WORLD SARONGS	21st Century ASSETS (roll-up 4124)	CENTURY HIGH SCHOOL	$ 412.68
362356	06-Jun-2017	COULTER VENTURES, LLC dba ROGUE FITNESS	Unrestricted Discretionary Accounts	REACH ACADEMY	$ 504.65
362357	06-Jun-2017	SCHOOL SPECIALTY/CLASSROOM DIRECT	Unrestricted Discretionary Accounts	HARVEY ELEMENTARY SCHOOL	$ 1,501.43
362358	06-Jun-2017	SCHOOL SPECIALTY/CLASSROOM DIRECT	Title I, Core Set Aside	CARVER ELEMENTARY SCHOOL	$ 1,154.03
362359	06-Jun-2017	SCHOOL SPECIALTY/CLASSROOM DIRECT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CARVER ELEMENTARY SCHOOL	$ 114.45
362360	06-Jun-2017	SCHOOL SPECIALTY/CLASSROOM DIRECT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CARVER ELEMENTARY SCHOOL	$ 136.16
362361	06-Jun-2017	ORIENTAL TRADING COMPANY, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	KING ELEMENTARY SCHOOL	$ 2,292.28
362362	06-Jun-2017	DISCOUNT SCHOOL SUPPLY	Saturday Attendance Recovery Program (WIN)	LORIN GRISET ACADEMY	$ 111.84
362363	06-Jun-2017	BSN SPORTS	Unrestricted Discretionary Accounts	GODINEZ FUNDAMENTAL HIGH SCHOOL	$ 9,970.97
362365	06-Jun-2017	SPHERO, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	ROOSEVELT ELEMENTARY SCHOOL	$ 107.71
362367	06-Jun-2017	PRETEND CITY	IASA: Title I Basic Grants Low-Income and Neglected, Part A	HARVEY ELEMENTARY SCHOOL	$ 580.00
362368	06-Jun-2017	WOLF & ASSOCIATES, INC. dba AIRWOLF 3D	Title I, Core Set Aside	SPURGEON INTERMEDIATE SCHOOL	$ 85.45
362369	06-Jun-2017	WOLF & ASSOCIATES, INC. dba AIRWOLF 3D	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SIERRA PREPARATORY ACADEMY	$ 4,708.11
362373	06-Jun-2017	SCHOOL HEALTH CORPORATION	Head Start	CHILD DEVELOPMENT	$ 1,536.54
362374	06-Jun-2017	CENTURY HIGH SCHOOL	Unrestricted - Regional Occupational Center Prog (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	$ 250.00
362376	06-Jun-2017	AQUARIUM OF THE PACIFIC	Donations (Miscellaneous)	THORPE FUNDAMENTAL ELEMENTARY SCHOOL	$ 870.00
362377	06-Jun-2017	AREY JONES EDUCATIONAL SOLUTIONS	Special Education	TAFT ELEMENTARY SCHOOL	$ 877.69
362378	06-Jun-2017	STATE UNIVERSITY OF IOWA	Unrestricted - Regional Occupational Center Prog (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	$ 1,245.00
362379	06-Jun-2017	MACRES FLORISTS	Unrestricted Discretionary Accounts	COMMUNICATIONS OFFICE	$ 800.53
362380	06-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	K-12 SCHOOL PERFORMANCE AND CULTURE	$ 710.03
362381	06-Jun-2017	AMAZON CAPITAL SERVICES, INC.	Unrestricted Discretionary Accounts	PIO-PICO ELEMENTARY SCHOOL	$ 15.07
362384	06-Jun-2017	OC IMPRINTS	Title I, Core Set Aside	SANTIAGO ELEMENTARY SCHOOL	$ 576.00

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362386	06-Jun-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MONTE VISTA ELEMENTARY SCHOOL	$ 270.17
362388	06-Jun-2017	BEST BUY GOV, LLC	Donations (Miscellaneous)	COMMUNICATIONS OFFICE	$ 661.56
362389	06-Jun-2017	OFFICE DEPOT	California Career Pathways Trust	REGIONAL OCCUPATIONAL PROGRAM	$ 150.31
362390	06-Jun-2017	BEST BUY GOV, LLC	21st Century ASSETS (roll-up 4124)	VALLEY HIGH SCHOOL	$ 668.01
362391	06-Jun-2017	BEST BUY GOV, LLC	Title I, Core Set Aside	WILLARD INTERMEDIATE SCHOOL	$ 2,225.61
362391	06-Jun-2017	BEST BUY GOV, LLC	Unrestricted Discretionary Accounts	WILLARD INTERMEDIATE SCHOOL	$ 73.26
362392	06-Jun-2017	PLAYERS CHOICE	Communication Studies (Speech and Debate)	K-12 TEACHING AND LEARNING	$ 976.03
362393	06-Jun-2017	BEST BUY GOV, LLC	21st Century ASSETS (roll-up 4124)	SEGERSTROM HIGH SCHOOL	$ 1,498.18
362396	06-Jun-2017	BEST BUY GOV, LLC	Unrestricted Discretionary Accounts	CARR INTERMEDIATE SCHOOL	$ 1,010.87
362397	06-Jun-2017	NAESP dba NAESP, PRESIDENT'S EDUCATION WARD PROGRAM, PEAP, AMERICAN CITIZENSHIP AWARD, ACA	Donations (Miscellaneous)	MADISON ELEMENTARY SCHOOL	$ 1,012.86
362398	06-Jun-2017	FOCUS 3, LLC	Title I, Core Set Aside	GODINEZ FUNDAMENTAL HIGH SCHOOL	$ 55.00
362399	06-Jun-2017	AVID CENTER	LCFF-Supplemental/Concentration	K-12 SCHOOL PERFORMANCE AND CULTURE	$ 150.00
362400	06-Jun-2017	CHILD CREATIVITY LAB, INC.	Title I, Core Set Aside	MARTIN ELEMENTARY SCHOOL	$ 250.00
362402	06-Jun-2017	NICK RAIL MUSIC	Unrestricted Discretionary Accounts	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	$ 362.04
362403	06-Jun-2017	SCHOOL DATE BOOKS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MONROE ELEMENTARY SCHOOL	$ 298.96
362404	06-Jun-2017	UNIVERSITY OF CALIFORNIA IRVINE	Head Start	CHILD DEVELOPMENT	$ 6,000.00
362405	06-Jun-2017	OFFICE DEPOT	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	$ 494.22
362406	06-Jun-2017	OFFICE DEPOT	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	$ 494.22
362407	06-Jun-2017	OFFICE DEPOT	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	$ 494.22
362408	06-Jun-2017	OCDE/AP IN THE OC	IASA: Title I Basic Grants Low-Income and Neglected, Part A	EDISON ELEMENTARY SCHOOL	$ 527.50
362409	06-Jun-2017	DIGITAL MAGIC SIGNS, INC.	Unrestricted Discretionary Accounts	SCHOOL POLICE SERVICES	$ 371.74
362410	06-Jun-2017	DIGITAL MAGIC SIGNS, INC.	Unrestricted Discretionary Accounts	SCHOOL POLICE SERVICES	$ 1,032.25
362411	06-Jun-2017	OFFICE DEPOT	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	$ 494.22
362412	06-Jun-2017	COUNTY OF ORANGE TREASURER-TAX COLLECTOR	Unrestricted Discretionary Accounts	SCHOOL POLICE SERVICES	$ 3,471.00
362413	06-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	PUBLICATIONS	$ 79.74
362414	06-Jun-2017	OFFICE DEPOT	Head Start	CHILD DEVELOPMENT	$ 107.73
362415	06-Jun-2017	OFFICE DEPOT	Head Start	CHILD DEVELOPMENT	$ 3,353.02
362416	06-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	JEFFERSON ELEMENTARY SCHOOL	$ 125.53
362417	06-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	$ 213.73
362418	06-Jun-2017	VISION MARKING DEVICES	Unrestricted Discretionary Accounts	SCHOOL POLICE SERVICES	$ 239.49
362419	06-Jun-2017	OFFICE DEPOT	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	$ 494.22
362420	06-Jun-2017	OFFICE DEPOT	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	$ 494.22
362421	06-Jun-2017	OFFICE DEPOT	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	$ 494.22
362422	06-Jun-2017	OFFICE DEPOT	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	$ 494.22
362423	06-Jun-2017	OFFICE DEPOT	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	$ 494.22
362424	06-Jun-2017	OFFICE DEPOT	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	$ 488.08
362425	06-Jun-2017	TUSTIN AWARDS, INC.	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	$ 2,300.00
362426	06-Jun-2017	LEARNING A-Z	IASA: Title I Basic Grants Low-Income and Neglected, Part A	VALLEY HIGH SCHOOL	$ 118.47
362427	06-Jun-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CENTURY HIGH SCHOOL	$ 15,612.73
362428	06-Jun-2017	D & D SECURITY RESOURCES	Unrestricted Discretionary Accounts	TECHNOLOGY INNOVATION SERVICES	$ 1,022.72
362429	06-Jun-2017	VMI, INC..	Unrestricted Discretionary Accounts	TECHNOLOGY INNOVATION SERVICES	$ 21,046.82
362431	06-Jun-2017	GOLD COAST FENCE, INC.	Unrestricted Discretionary Accounts	MARTIN ELEMENTARY SCHOOL	$ 3,110.00

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362432	06-Jun-2017	TED MORENO dba JESUSMYROCK.COM	Unrestricted Discretionary Accounts	CHAVEZ CONTINUATION HIGH SCHOOL	$ 278.00
362433	06-Jun-2017	WORLD'S FINEST CHOCOLATE, INC.	Fundraiser (Non ASB-PTA Deposits)	MARTIN ELEMENTARY SCHOOL	$ 1,560.00
362434	07-Jun-2017	PLAYERS CHOICE	Fundraiser (Non ASB-PTA Deposits)	HENINGER ELEMENTARY SCHOOL	$ 153.68
362435	07-Jun-2017	DIGITAL NETWORKS GROUP, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	GODINEZ FUNDAMENTAL HIGH SCHOOL	$ 10,728.98
362436	07-Jun-2017	CLARITY INNOVATIONS	Unrestricted Discretionary Accounts	TECHNOLOGY INNOVATION SERVICES	$ 24,500.00
362437	07-Jun-2017	BEST BUY GOV, LLC	21st Century ASSETS (roll-up 4124)	CENTURY HIGH SCHOOL	$ 30.63
362438	07-Jun-2017	AMAZON CAPITAL SERVICES, INC.	21st Century ASSETS (roll-up 4124)	CENTURY HIGH SCHOOL	$ 26.53
362439	07-Jun-2017	AMAZON CAPITAL SERVICES, INC.	Unrestricted Discretionary Accounts	SPURGEON INTERMEDIATE SCHOOL	$ 185.33
362440	07-Jun-2017	AMAZON CAPITAL SERVICES, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	WASHINGTON ELEMENTARY SCHOOL	$ 344.37
362441	07-Jun-2017	FOLLETT SCHOOL SOLUTIONS, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MIDDLE COLLEGE HIGH SCHOOL	$ 151.93
362442	07-Jun-2017	LIGHTSPEED TECHNOLOGIES, INC.	Unrestricted Discretionary Accounts	ESQUEDA ELEMENTARY SCHOOL	$ 211.19
362443	07-Jun-2017	LAKESHORE LEARNING MATERIALS	Head Start	CHILD DEVELOPMENT	$ 1,642.91
362444	07-Jun-2017	LAKESHORE LEARNING MATERIALS	Head Start	CHILD DEVELOPMENT	$ 1,844.43
362445	07-Jun-2017	LAKESHORE LEARNING MATERIALS	Head Start	CHILD DEVELOPMENT	$ 1,261.71
362446	07-Jun-2017	LAKESHORE LEARNING MATERIALS	Head Start	CHILD DEVELOPMENT	$ 1,028.18
362447	07-Jun-2017	LAKESHORE LEARNING MATERIALS	Head Start	CHILD DEVELOPMENT	$ 841.20
362448	07-Jun-2017	LAKESHORE LEARNING MATERIALS	Head Start	CHILD DEVELOPMENT	$ 1,196.67
362449	07-Jun-2017	AMAZON CAPITAL SERVICES, INC.	21st Century ASSETS (roll-up 4124)	VALLEY HIGH SCHOOL	$ 357.46
362450	07-Jun-2017	AMAZON CAPITAL SERVICES, INC.	21st Century ASSETS (roll-up 4124)	SEGERSTROM HIGH SCHOOL	$ 68.94
362451	07-Jun-2017	AMAZON CAPITAL SERVICES, INC.	Title I, Core Set Aside	PIO-PICO ELEMENTARY SCHOOL	$ 42.45
362452	07-Jun-2017	OFFICE DEPOT	Title I, Core Set Aside	PIO-PICO ELEMENTARY SCHOOL	$ 133.54
362453	07-Jun-2017	EVOLLVE, INC. dba OZOBOT	Title I, Core Set Aside	PIO-PICO ELEMENTARY SCHOOL	$ 349.11
362454	07-Jun-2017	OFFICE DEPOT	Title I, Core Set Aside	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	$ 46.52
362455	07-Jun-2017	AMAZON CAPITAL SERVICES, INC.	Title I, Core Set Aside	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	$ 46.67
362457	07-Jun-2017	OFFICE DEPOT	Head Start	CHILD DEVELOPMENT	$ 2,305.75
362458	07-Jun-2017	COSTCO WHOLESALE	Special Education	TRANSITION PROGRAMS	$ 538.75
362459	07-Jun-2017	ADVANTAGE WEST INVESTMENT ENTERPRISES, INC. dba ADVANTAGE WEST GOVERNMENT PRODUCT SOLUTIONS	Unrestricted Discretionary Accounts	BUILDING SERVICES	$ 1,264.45
362460	07-Jun-2017	TEXTBOOK WAREHOUSE, LLC	IASA: Title I Basic Grants Low-Income and Neglected, Part A	VALLEY HIGH SCHOOL	$ 463.33
362461	07-Jun-2017	CARMEL DRAPER dba CORE MATTERS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	WILLARD INTERMEDIATE SCHOOL	$ 4,777.19
362462	07-Jun-2017	PERMA BOUND BOOKS HERTZBERG NEW METHOD, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	ROMERO-CRUZ ELEMENTARY SCHOOL	$ 4,480.96
362463	07-Jun-2017	SPORTS FACILITIES GROUP, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	$ 2,775.00
362464	07-Jun-2017	TEXTBOOK WAREHOUSE, LLC	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MONTE VISTA ELEMENTARY SCHOOL	$ 207.74
362465	07-Jun-2017	FULL SWING CONSTRUCTION, INC. dba RAPID WALLS	Ongoing & Major Maintenance Account	BUILDING SERVICES	$ 6,465.00
362466	07-Jun-2017	AMAZON CAPITAL SERVICES, INC.	Title I, Core Set Aside	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	$ 474.71
362467	07-Jun-2017	COMMERCIAL AQUATIC SERVICES, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	$ 3,221.39
362468	07-Jun-2017	AMAZON CAPITAL SERVICES, INC.	Title I, Core Set Aside	PIO-PICO ELEMENTARY SCHOOL	$ 879.30
362470	07-Jun-2017	RC MASONRY	Ongoing & Major Maintenance Account	BUILDING SERVICES	$ 1,239.13
362471	07-Jun-2017	RC MASONRY	Ongoing & Major Maintenance Account	BUILDING SERVICES	$ 875.00
362472	07-Jun-2017	LAKESHORE LEARNING MATERIALS	Title I, Core Set Aside	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	$ 468.07
362473	07-Jun-2017	BOARD OF TRUSTEES OF MICHIGAN STATE UNIVERSITY	Unrestricted - Regional Occupational Center Prog (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	$ 500.00
362474	07-Jun-2017	WEST COAST SAND & GRAVEL, INC.	Unrestricted Discretionary Accounts	BUILDING SERVICES	$ 2,958.38
362475	07-Jun-2017	AMAZON CAPITAL SERVICES, INC.	Title I, Core Set Aside	WILSON ELEMENTARY SCHOOL	$ 461.34

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362476	07-Jun-2017	ENVIRONMENTS, INC.	Unrestricted - CalSafe (6091/6092)	EARLY CHILDHOOD EDUCATION	$ 596.49
362477	07-Jun-2017	AMAZON CAPITAL SERVICES, INC.	Title I, Core Set Aside	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	$ 3,158.58
362478	07-Jun-2017	STAPLES BUSINESS ADVANTAGE	IASA: Title I Basic Grants Low-Income and Neglected, Part A	DAVIS ELEMENTARY SCHOOL	$ 102.98
362479	07-Jun-2017	STAPLES BUSINESS ADVANTAGE	Unrestricted Discretionary Accounts	DAVIS ELEMENTARY SCHOOL	$ 1,020.06
362480	07-Jun-2017	STAPLES BUSINESS ADVANTAGE	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	$ 58.12
362481	07-Jun-2017	KIDS BEHAVIORAL HEALTH OF ALASKA, INC. dba COPPER HILLS YOUTH CENTER	Special Education	SPECIAL EDUCATION	$ 2,099.30
362482	07-Jun-2017	STAPLES BUSINESS ADVANTAGE	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	$ 509.73
362483	07-Jun-2017	AMAZON CAPITAL SERVICES, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SPURGEON INTERMEDIATE SCHOOL	$ 882.60
362484	07-Jun-2017	AMAZON CAPITAL SERVICES, INC.	21st Century ASSETS (roll-up 4124)	SEGERSTROM HIGH SCHOOL	$ 329.80
362485	07-Jun-2017	APPLE, INC.	21st Century ASSETS (roll-up 4124)	SEGERSTROM HIGH SCHOOL	$ 139.00
362486	07-Jun-2017	AMAZON CAPITAL SERVICES, INC.	Title I, Core Set Aside	SANTA ANA HIGH SCHOOL	$ 1,713.97
362488	07-Jun-2017	AMAZON CAPITAL SERVICES, INC.	Title I, Core Set Aside	MARTIN ELEMENTARY SCHOOL	$ 1,389.54
362489	07-Jun-2017	PLAYERS CHOICE	Unrestricted Discretionary Accounts	JACKSON ELEMENTARY SCHOOL	$ 205.28
362490	07-Jun-2017	CDW GOVERNMENT, INC.	Unrestricted Discretionary Accounts	DISTRICT-WIDE	$ 3,636.99
362491	07-Jun-2017	KNOTTS BERRY FARM	Unrestricted Discretionary Accounts	SIERRA PREPARATORY ACADEMY	$ 5,504.00
362492	07-Jun-2017	AMAZON CAPITAL SERVICES, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SPURGEON INTERMEDIATE SCHOOL	$ 191.48
362493	07-Jun-2017	AMAZON CAPITAL SERVICES, INC.	Title I, Core Set Aside	LATHROP INTERMEDIATE SCHOOL	$ 142.19
362494	07-Jun-2017	BEKINS MOVING SOLUTIONS, INC.	Unrestricted Discretionary Accounts	BUILDING SERVICES	$ 3,318.00
362495	08-Jun-2017	HIBA SHUBLAK dba ACTIVE LEARNING	Unrestricted Discretionary Accounts	MONTE VISTA ELEMENTARY SCHOOL	$ 300.00
362497	08-Jun-2017	HIBA SHUBLAK dba ACTIVE LEARNING	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MONTE VISTA ELEMENTARY SCHOOL	$ 3,000.00
362498	08-Jun-2017	SCHOOL SPECIALTY/CLASSROOM DIRECT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SEPULVEDA ELEMENTARY SCHOOL	$ 693.37
362498	08-Jun-2017	SCHOOL SPECIALTY/CLASSROOM DIRECT	Unrestricted Discretionary Accounts	SEPULVEDA ELEMENTARY SCHOOL	$ 539.09
362499	08-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	SADDLEBACK HIGH SCHOOL	$ 1,289.69
362500	08-Jun-2017	THE IRVINE RANCH OUTDOOR EDUCATION CENTER	IASA: Title I Basic Grants Low-Income and Neglected, Part A	DAVIS ELEMENTARY SCHOOL	$ 930.00
362501	08-Jun-2017	DONALD WENTWORTH dba CREATIVE SERVICES OF NEW ENGLAND	Unrestricted Discretionary Accounts	SCHOOL POLICE SERVICES	$ 373.95
362502	08-Jun-2017	BARNES & NOBLE BOOKSELLERS, INC.	Educator Effectiveness	STAFF DEVELOPMENT	$ 462.89
362504	08-Jun-2017	WAYNE BOYER dba MOTOPORT USA	Traffic Impound Program	SCHOOL POLICE SERVICES	$ 3,027.78
362507	08-Jun-2017	ORIENTAL TRADING COMPANY, INC.	Unrestricted Discretionary Accounts	WASHINGTON ELEMENTARY SCHOOL	$ 202.41
362508	08-Jun-2017	AQUARIUM OF THE PACIFIC	Title I, Core Set Aside	WALKER ELEMENTARY SCHOOL	$ 648.00
362509	08-Jun-2017	DEMCO	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MADISON ELEMENTARY SCHOOL	$ 1,248.81
362511	08-Jun-2017	TEXTBOOK WAREHOUSE, LLC	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SANTIAGO ELEMENTARY SCHOOL	$ 649.95
362512	08-Jun-2017	TEACHERSPAYTEACHERS	Title I, Core Set Aside	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	$ 131.92
362513	08-Jun-2017	AP BY THE SEA	Unrestricted Discretionary Accounts	GODINEZ FUNDAMENTAL HIGH SCHOOL	$ 795.00
362515	08-Jun-2017	PERMA BOUND BOOKS HERTZBERG NEW METHOD, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	GARFIELD ELEMENTARY SCHOOL	$ 101.13
362516	08-Jun-2017	CENTER FOR THE COLLABORATIVE CLASSROOM	IASA: Title I Basic Grants Low-Income and Neglected, Part A	GARFIELD ELEMENTARY SCHOOL	$ 1,649.44
362517	08-Jun-2017	HARCOURT OUTLINES, INC.	Donations (Miscellaneous)	HOOVER ELEMENTARY SCHOOL	$ 262.02
362518	08-Jun-2017	STAPLES BUSINESS ADVANTAGE	Unrestricted Discretionary Accounts	HEROES ELEMENTARY SCHOOL	$ 399.77
362519	08-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	MADISON ELEMENTARY SCHOOL	$ 294.05
362520	08-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	WALKER ELEMENTARY SCHOOL	$ 54.31
362521	08-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	HUMAN RESOURCES DIVISION	$ 544.14
362523	08-Jun-2017	OFFICE DEPOT	Saturday Attendance Recovery Program (WIN)	MCFADDEN INTERMEDIATE SCHOOL	$ 1,067.64
362524	08-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	MONTE VISTA ELEMENTARY SCHOOL	$ 141.75

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362525	08-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	JEFFERSON ELEMENTARY SCHOOL	$ 18.45
362526	08-Jun-2017	STAPLES BUSINESS ADVANTAGE	Unrestricted Discretionary Accounts	EDUCATIONAL SERVICES DIVISION	$ 323.21
362526	08-Jun-2017	STAPLES BUSINESS ADVANTAGE	Unrestricted Discretionary Accounts	INSTRUCTIONAL MEDIA CENTER	$ 324.60
362527	08-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	MONTE VISTA ELEMENTARY SCHOOL	$ 104.15
362528	08-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	INSTRUCTIONAL MEDIA CENTER	$ 191.30
362528	08-Jun-2017	OFFICE DEPOT	Unrestricted One-time Funds	EDUCATIONAL SERVICES DIVISION	$ 1,443.15
362529	08-Jun-2017	OFFICE DEPOT	21st Century ASSETS (roll-up 4124)	SEGERSTROM HIGH SCHOOL	$ 387.89
362530	08-Jun-2017	OFFICE DEPOT	Title I, Core Set Aside	MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	$ 78.44
362532	08-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	WILLARD INTERMEDIATE SCHOOL	$ 403.16
362533	08-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	WILLARD INTERMEDIATE SCHOOL	$ 128.29
362534	08-Jun-2017	OFFICE DEPOT	NCLB: Title II, Part B, CA Mathematics and Science Partnerships	K-12 TEACHING AND LEARNING	$ 150.10
362536	08-Jun-2017	STAPLES BUSINESS ADVANTAGE	IASA: Title I Migrant Ed Regular Program	MIGRANT EDUCATION	$ 168.03
362537	08-Jun-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	WILLARD INTERMEDIATE SCHOOL	$ 1,153.64
362538	08-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	JEFFERSON ELEMENTARY SCHOOL	$ 49.46
362539	08-Jun-2017	CORETEX USA, INC. dba AIR-TRAK	Unrestricted Discretionary Accounts	SCHOOL POLICE SERVICES	$ 307.09
362540	08-Jun-2017	OFFICE DEPOT	21st Century ASSETS (roll-up 4124)	GODINEZ FUNDAMENTAL HIGH SCHOOL	$ 454.94
362541	08-Jun-2017	STAPLES BUSINESS ADVANTAGE	Title I, Core Set Aside	CARR INTERMEDIATE SCHOOL	$ 556.49
362542	08-Jun-2017	OFFICE DEPOT	Department of Rehab: Workability II, Transition Partnership	TRANSITION PROGRAMS	$ 1,065.29
362543	08-Jun-2017	STAPLES BUSINESS ADVANTAGE	Unrestricted Discretionary Accounts	MONROE ELEMENTARY SCHOOL	$ 1,739.11
362544	08-Jun-2017	OFFICE DEPOT	Department of Rehab: Workability II, Transition Partnership	TRANSITION PROGRAMS	$ 1,508.28
362545	08-Jun-2017	OFFICE DEPOT	21st Century ASSETS (roll-up 4124)	SEGERSTROM HIGH SCHOOL	$ 119.41
362546	08-Jun-2017	OFFICE DEPOT	Title I, Core Set Aside	SADDLEBACK HIGH SCHOOL	$ 1,678.29
362547	08-Jun-2017	DD OFFICE PRODUCTS dba LIBERTY PAPER	Fund 01 General Fund	WAREHOUSE AND DELIVERY	$ 21,197.44
362548	08-Jun-2017	OFFICE DEPOT	Department of Rehab: Workability II, Transition Partnership	TRANSITION PROGRAMS	$ 3,499.01
362549	08-Jun-2017	STAPLES BUSINESS ADVANTAGE	Title I, Core Set Aside	PIO-PICO ELEMENTARY SCHOOL	$ 30.12
362550	08-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	21ST CENTURY LEARNING	$ 56.00
362551	08-Jun-2017	OFFICE DEPOT	Title I, Core Set Aside	ESQUEDA ELEMENTARY SCHOOL	$ 1,531.96
362551	08-Jun-2017	OFFICE DEPOT	Title I, Core Set Aside	SADDLEBACK HIGH SCHOOL	$ 374.78
362552	08-Jun-2017	OFFICE DEPOT	Title I, Core Set Aside	CARR INTERMEDIATE SCHOOL	$ 181.98
362553	08-Jun-2017	OFFICE DEPOT	Title I, Core Set Aside	WILSON ELEMENTARY SCHOOL	$ 408.23
362554	08-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	MONTE VISTA ELEMENTARY SCHOOL	$ 200.68
362555	08-Jun-2017	OFFICE DEPOT	Title I, Core Set Aside	JACKSON ELEMENTARY SCHOOL	$ 702.86
362556	08-Jun-2017	ROCHESTER 100, INC.	Unrestricted Discretionary Accounts	TAFT ELEMENTARY SCHOOL	$ 147.39
362557	08-Jun-2017	US GAMES	Unrestricted Discretionary Accounts	DAVIS ELEMENTARY SCHOOL	$ 4,652.48
362558	08-Jun-2017	TEAM ATHLETICS AKA TAGEAR	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	$ 8,727.75
362559	08-Jun-2017	PAUL T. SCHELL dba SOUND WAVES	Fundraiser (Non ASB-PTA Deposits)	ADAMS ELEMENTARY SCHOOL	$ 325.00
362560	08-Jun-2017	PAUL T. SCHELL dba SOUND WAVES	Fundraiser (Non ASB-PTA Deposits)	ADAMS ELEMENTARY SCHOOL	$ 250.00
362561	08-Jun-2017	GAY AND LESBIAN COMMUNITY SERVICES CENTER OF ORANGE COUNTY dba LGBT CENTER OC, LGBT CENTER ORANGE COUNTY	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	$ 200.00
362562	08-Jun-2017	UC REGENTS	Unrestricted Discretionary Accounts	GODINEZ FUNDAMENTAL HIGH SCHOOL	$ 695.00
362564	08-Jun-2017	GRAINGER	Ongoing & Major Maintenance Account	BUILDING SERVICES	$ 1,417.89
362565	08-Jun-2017	OFFICE DEPOT	Title I, Core Set Aside	MONTE VISTA ELEMENTARY SCHOOL	$ 27.79
362566	08-Jun-2017	STAPLES BUSINESS ADVANTAGE	Title I, Core Set Aside	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	$ 133.52

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362567	08-Jun-2017	OFFICE DEPOT	Title I, Core Set Aside	KENNEDY ELEMENTARY SCHOOL	$ 523.59
362568	08-Jun-2017	EAGLE PUMP SERVICES, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	$ 2,650.65
362569	08-Jun-2017	OFFICE DEPOT	Department of Rehab: Workability II, Transition Partnership	TRANSITION PROGRAMS	$ 5,729.58
362570	08-Jun-2017	ELITE SHEET METAL, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	$ 1,864.00
362571	08-Jun-2017	WESTERN ILLUMINATED PLASTICS, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	$ 2,124.99
362572	08-Jun-2017	THE BRYANT HERITAGE GROUP, INC. dba AMERICAN ELECTRONICS REPAIR	Ongoing & Major Maintenance Account	BUILDING SERVICES	$ 499.00
362574	08-Jun-2017	ODYSSEY POWER	Ongoing & Major Maintenance Account	BUILDING SERVICES	$ 2,530.00
362575	08-Jun-2017	BOLSA CHICA CONSERVANCY	Title I, Core Set Aside	TAFT ELEMENTARY SCHOOL	$ 500.00
362576	08-Jun-2017	DISCOVERY CUBE ORANGE COUNTY	Title I, Core Set Aside	TAFT ELEMENTARY SCHOOL	$ 1,200.00
362577	08-Jun-2017	ORANGE COUNTY PUMP CORPORATION	Ongoing & Major Maintenance Account	BUILDING SERVICES	$ 1,830.56
362578	08-Jun-2017	RC MASONRY	Ongoing & Major Maintenance Account	BUILDING SERVICES	$ 1,475.00
362579	08-Jun-2017	RC MASONRY	Ongoing & Major Maintenance Account	BUILDING SERVICES	$ 700.00
362580	09-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	$ 77.56
362581	09-Jun-2017	STAPLES BUSINESS ADVANTAGE	Unrestricted Discretionary Accounts	MONROE ELEMENTARY SCHOOL	$ 253.26
362582	09-Jun-2017	STAPLES BUSINESS ADVANTAGE	Unrestricted Discretionary Accounts	MONROE ELEMENTARY SCHOOL	$ 301.69
362583	09-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	$ 17.23
362586	09-Jun-2017	STAPLES BUSINESS ADVANTAGE	Saturday Attendance Recovery Program (WIN)	LORIN GRISET ACADEMY	$ 465.96
362587	09-Jun-2017	STAPLES BUSINESS ADVANTAGE	Special Education	CENTURY HIGH SCHOOL	$ 66.22
362588	09-Jun-2017	STAPLES BUSINESS ADVANTAGE	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MARTIN ELEMENTARY SCHOOL	$ 225.91
362589	09-Jun-2017	JOSTENS, INC. dba SCHOOL ANNUAL	Unrestricted Discretionary Accounts	SADDLEBACK HIGH SCHOOL	$ 475.00
362590	09-Jun-2017	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	ROMERO-CRUZ ELEMENTARY SCHOOL	$ 74.30
362591	09-Jun-2017	OFFICE DEPOT	Title I, Core Set Aside	DIAMOND ELEMENTARY SCHOOL	$ 368.79
362592	09-Jun-2017	OFFICE DEPOT	Department of Rehab: Workability II, Transition Partnership	TRANSITION PROGRAMS	$ 2,925.90
362593	09-Jun-2017	GREAT MINDS dba GREAT MINDS, LLC	Unrestricted Discretionary Accounts	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	$ 2,500.00
362594	09-Jun-2017	OFFICE DEPOT	Special Ed: Workability I LEA	TRANSITION PROGRAMS	$ 190.67
362595	09-Jun-2017	STAPLES BUSINESS ADVANTAGE	Title I, Core Set Aside	GARFIELD ELEMENTARY SCHOOL	$ 27.57
362596	09-Jun-2017	LAKESHORE LEARNING MATERIALS	Title I, Core Set Aside	ROMERO-CRUZ ELEMENTARY SCHOOL	$ 127.90
362597	09-Jun-2017	OFFICE DEPOT	Title I, Core Set Aside	MONTE VISTA ELEMENTARY SCHOOL	$ 355.98
362598	09-Jun-2017	OFFICE DEPOT	Title I, Core Set Aside	WILSON ELEMENTARY SCHOOL	$ 76.75
362599	09-Jun-2017	OFFICE DEPOT	Title I, Core Set Aside	GARFIELD ELEMENTARY SCHOOL	$ 233.68
362600	09-Jun-2017	OFFICE DEPOT	Title I, Core Set Aside	ROMERO-CRUZ ELEMENTARY SCHOOL	$ 183.19
362601	09-Jun-2017	DELTA EDUCATION, INC.	Title I, Core Set Aside	DAVIS ELEMENTARY SCHOOL	$ 1,185.25
362602	09-Jun-2017	OFFICE DEPOT	Title I, Core Set Aside	ROMERO-CRUZ ELEMENTARY SCHOOL	$ 691.39
362603	09-Jun-2017	JOSTENS/ JACK NICHOLSON	Saturday Attendance Recovery Program (WIN)	LORIN GRISET ACADEMY	$ 80.81
362604	09-Jun-2017	OFFICE DEPOT	Title I, Core Set Aside	DIAMOND ELEMENTARY SCHOOL	$ 61.00
362605	09-Jun-2017	OFFICE DEPOT	Title I, Core Set Aside	KENNEDY ELEMENTARY SCHOOL	$ 153.46
362606	09-Jun-2017	RIDDELL	Education Academy [0434] CHS	CENTURY HIGH SCHOOL	$ 3,615.31
362608	09-Jun-2017	OFFICE DEPOT	Title I, Core Set Aside	DAVIS ELEMENTARY SCHOOL	$ 145.03
362610	09-Jun-2017	OFFICE DEPOT	Title I, Core Set Aside	GODINEZ FUNDAMENTAL HIGH SCHOOL	$ 397.31
362611	09-Jun-2017	OFFICE DEPOT	Title I, Core Set Aside	ROMERO-CRUZ ELEMENTARY SCHOOL	$ 534.64
362612	09-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	REACH ACADEMY	$ 387.92
362613	09-Jun-2017	FUN AND FUNCTION, LLC	Special Education	SPECIAL EDUCATION	$ 136.28

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362614	09-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	TAFT ELEMENTARY SCHOOL	$ 109.61
362615	09-Jun-2017	OFFICE DEPOT	Title I, Core Set Aside	ROMERO-CRUZ ELEMENTARY SCHOOL	$ 835.29
362616	09-Jun-2017	GOVCONNECTION	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MCFADDEN INTERMEDIATE SCHOOL	$ 7,592.81
362617	09-Jun-2017	OFFICE DEPOT	Title I, Core Set Aside	ROMERO-CRUZ ELEMENTARY SCHOOL	$ 1,515.88
362618	09-Jun-2017	SOUTHWEST SCHOOL AND OFFICE SUPPLY	IASA: Title I Basic Grants Low-Income and Neglected, Part A	GODINEZ FUNDAMENTAL HIGH SCHOOL	$ 905.10
362619	09-Jun-2017	BLICK ART MATERIALS dba DICK BLICK COMPANY	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SPURGEON INTERMEDIATE SCHOOL	$ 376.27
362620	09-Jun-2017	BAUDVILLE, INC.	Unrestricted Discretionary Accounts	K-12 SCHOOL PERFORMANCE AND CULTURE	$ 1,022.34
362621	09-Jun-2017	OFFICE DEPOT	Department of Rehab: Workability II, Transition Partnership	TRANSITION PROGRAMS	$ 4,099.55
362622	09-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	JEFFERSON ELEMENTARY SCHOOL	$ 227.45
362623	09-Jun-2017	FLINN SCIENTIFIC, INC.	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	$ 105.87
362624	09-Jun-2017	OFFICE DEPOT	Department of Rehab: Workability II, Transition Partnership	TRANSITION PROGRAMS	$ 2,447.77
362625	09-Jun-2017	CAROLINA BIOLOGICAL SUPPLY COMPANY	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	$ 205.48
362626	09-Jun-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	WALKER ELEMENTARY SCHOOL	$ 140.10
362628	09-Jun-2017	DISCOUNT SCHOOL SUPPLY	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SANTIAGO ELEMENTARY SCHOOL	$ 24.23
362634	09-Jun-2017	GOPHER	Unrestricted Discretionary Accounts	REACH ACADEMY	$ 1,872.32
362636	09-Jun-2017	STAPLES BUSINESS ADVANTAGE	Unrestricted Discretionary Accounts	ACCOUNTING DEPARTMENT	$ 59.25
362637	09-Jun-2017	STAPLES BUSINESS ADVANTAGE	Special Education	SANTA ANA HIGH SCHOOL	$ 195.09
362638	09-Jun-2017	STAPLES BUSINESS ADVANTAGE	Department of Rehab: Workability II, Transition Partnership	TRANSITION PROGRAMS	$ 402.17
362639	09-Jun-2017	STAPLES BUSINESS ADVANTAGE	Title I, Core Set Aside	ROMERO-CRUZ ELEMENTARY SCHOOL	$ 21.30
362641	09-Jun-2017	OFFICE DEPOT	Donations (Miscellaneous)	SANTIAGO ELEMENTARY SCHOOL	$ 227.90
362642	09-Jun-2017	OFFICE DEPOT	Unrestricted - CalSafe (6091/6092)	EARLY CHILDHOOD EDUCATION	$ 237.01
362643	09-Jun-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	GARFIELD ELEMENTARY SCHOOL	$ 254.56
362644	09-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	K-12 TEACHING AND LEARNING	$ 303.81
362645	09-Jun-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	KING ELEMENTARY SCHOOL	$ 193.93
362646	09-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	GARFIELD ELEMENTARY SCHOOL	$ 551.69
362647	09-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	WILLARD INTERMEDIATE SCHOOL	$ 139.86
362649	09-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	K-12 SCHOOL PERFORMANCE AND CULTURE	$ 572.06
362650	09-Jun-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	GARFIELD ELEMENTARY SCHOOL	$ 191.28
362651	09-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	INSTRUCTIONAL MEDIA CENTER	$ 145.41
362651	09-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	K-12 SCHOOL PERFORMANCE AND CULTURE	$ 61.32
362652	09-Jun-2017	ZUMA OFFICE SUPPLY	Saturday Attendance Recovery Program (WIN)	VALLEY HIGH SCHOOL	$ 322.17
362653	09-Jun-2017	OFFICE DEPOT	Unrestricted One-time Funds	K-12 TEACHING AND LEARNING	$ 258.38
362654	09-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	K-12 SCHOOL PERFORMANCE AND CULTURE	$ 1,815.81
362655	09-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	HOOVER ELEMENTARY SCHOOL	$ 200.10
362658	09-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	$ 170.86
362659	09-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	ROMERO-CRUZ ELEMENTARY SCHOOL	$ 442.16
362660	09-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	HEROES ELEMENTARY SCHOOL	$ 429.53
362661	09-Jun-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MADISON ELEMENTARY SCHOOL	$ 73.66
362662	09-Jun-2017	OFFICE DEPOT	Title I, Core Set Aside	CARVER ELEMENTARY SCHOOL	$ 452.37
362663	09-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	MUIR FUNDAMENTAL ELEMENTARY SCHOOL	$ 720.72
362664	09-Jun-2017	GOVCONNECTION	Unrestricted Discretionary Accounts	CHARTER/ATTENDANCE	$ 874.36
362665	09-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	EDUCATIONAL SERVICES DIVISION	$ 26.93

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362665	09-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	INSTRUCTIONAL MEDIA CENTER	$ 165.07
362665	09-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	K-12 TEACHING AND LEARNING	$ 74.98
362667	09-Jun-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	LATHROP INTERMEDIATE SCHOOL	$ 3,973.76
362667	09-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	LATHROP INTERMEDIATE SCHOOL	$ 288.21
362668	09-Jun-2017	OFFICE DEPOT	Saturday Attendance Recovery Program (WIN)	VALLEY HIGH SCHOOL	$ 193.86
362669	09-Jun-2017	OFFICE DEPOT	Saturday Attendance Recovery Program (WIN)	GARFIELD ELEMENTARY SCHOOL	$ 47.39
362670	09-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	GARFIELD ELEMENTARY SCHOOL	$ 470.48
362671	09-Jun-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MADISON ELEMENTARY SCHOOL	$ 1,248.89
362672	09-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	SCHOOL CLIMATE	$ 202.54
362673	09-Jun-2017	OFFICE DEPOT	LCFF-Supplemental/Concentration	REACH ACADEMY	$ 795.40
362674	09-Jun-2017	STAPLES BUSINESS ADVANTAGE	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MADISON ELEMENTARY SCHOOL	$ 21.85
362675	09-Jun-2017	STAPLES BUSINESS ADVANTAGE	Unrestricted Discretionary Accounts	ESQUEDA ELEMENTARY SCHOOL	$ 411.34
362676	09-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	HEROES ELEMENTARY SCHOOL	$ 772.57
362677	09-Jun-2017	STAPLES BUSINESS ADVANTAGE	Saturday Attendance Recovery Program (WIN)	LORIN GRISET ACADEMY	$ 30.98
362678	09-Jun-2017	STAPLES BUSINESS ADVANTAGE	IASA: Title I Basic Grants Low-Income and Neglected, Part A	VALLEY HIGH SCHOOL	$ 598.41
362679	09-Jun-2017	OFFICE DEPOT	Special Education	ROMERO-CRUZ ELEMENTARY SCHOOL	$ 87.67
362680	09-Jun-2017	HARBOR BREEZE CORP.	Global Business Academy [0190] VHS	VALLEY HIGH SCHOOL	$ 420.00
362681	09-Jun-2017	SANTA ANA COLLEGE, TESSMAN PLANETARIUM	Donations (Miscellaneous)	SANTIAGO ELEMENTARY SCHOOL	$ 600.00
362682	09-Jun-2017	CALIFORNIA SCIENCE CENTER	Title I, Core Set Aside	MONTE VISTA ELEMENTARY SCHOOL	$ 25.00
362683	09-Jun-2017	DISCOVERY CUBE ORANGE COUNTY	Title I, Core Set Aside	MONTE VISTA ELEMENTARY SCHOOL	$ 918.60
362684	09-Jun-2017	STAPLES BUSINESS ADVANTAGE	Unrestricted Discretionary Accounts	MONROE ELEMENTARY SCHOOL	$ 88.80
362685	09-Jun-2017	STAPLES BUSINESS ADVANTAGE	IASA: Title I Basic Grants Low-Income and Neglected, Part A	ROMERO-CRUZ ELEMENTARY SCHOOL	$ 82.28
362687	09-Jun-2017	WALMART.COM	Title I, Core Set Aside	VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	$ 273.93
362688	09-Jun-2017	AMAZON CAPITAL SERVICES, INC.	NCLB: Title II, Part B, CA Mathematics and Science Partnerships	K-12 TEACHING AND LEARNING	$ 69.93
362689	09-Jun-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CARVER ELEMENTARY SCHOOL	$ 195.94
362690	09-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	TAFT ELEMENTARY SCHOOL	$ 108.03
362691	09-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	FREMONT ELEMENTARY SCHOOL	$ 26.93
362692	09-Jun-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SPURGEON INTERMEDIATE SCHOOL	$ 1,994.06
362693	09-Jun-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	DIAMOND ELEMENTARY SCHOOL	$ 3,614.42
362694	09-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	$ 640.67
362695	09-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	BUSINESS SERVICES DIVISION	$ 663.43
362696	09-Jun-2017	OFFICE DEPOT	AVID-OCDE Destination Graduation-Interm Schs	SPURGEON INTERMEDIATE SCHOOL	$ 682.11
362697	09-Jun-2017	OFFICE DEPOT	30-R2002-653 Before and After School Learning & Safe	DAVIS ELEMENTARY SCHOOL	$ 58.03
362698	09-Jun-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	$ 784.63
362699	09-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	HEROES ELEMENTARY SCHOOL	$ 368.51
362700	09-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	WASHINGTON ELEMENTARY SCHOOL	$ 616.71
362701	09-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	LORIN GRISET ACADEMY	$ 30.49
362702	09-Jun-2017	STAPLES BUSINESS ADVANTAGE	Unrestricted Discretionary Accounts	LORIN GRISET ACADEMY	$ 285.98
362703	09-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	CARVER ELEMENTARY SCHOOL	$ 1,890.88
362704	09-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	$ 314.50
362705	09-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	DIAMOND ELEMENTARY SCHOOL	$ 1,452.68
362706	09-Jun-2017	DE ANZA SAN DIEGO FOOD AND BEVERAGE, INC. dba NEWPORT DUNES	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MADISON ELEMENTARY SCHOOL	$ 150.00

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362707	09-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	CARVER ELEMENTARY SCHOOL	$ 113.54
362708	09-Jun-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CARVER ELEMENTARY SCHOOL	$ 61.18
362709	09-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	$ 336.24
362710	09-Jun-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	HARVEY ELEMENTARY SCHOOL	$ 844.65
362711	09-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	KENNEDY ELEMENTARY SCHOOL	$ 354.41
362712	09-Jun-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CARVER ELEMENTARY SCHOOL	$ 1,885.40
362713	09-Jun-2017	STAPLES BUSINESS ADVANTAGE	Unrestricted Discretionary Accounts	ESQUEDA ELEMENTARY SCHOOL	$ 73.23
362714	09-Jun-2017	OFFICE DEPOT	One-Time Discretionary Funds	THORPE FUNDAMENTAL ELEMENTARY SCHOOL	$ 373.13
362715	09-Jun-2017	AMAZON CAPITAL SERVICES, INC.	California Career Pathways Trust	REGIONAL OCCUPATIONAL PROGRAM	$ 19.57
362716	09-Jun-2017	OFFICE DEPOT	Special Education	MITCHELL CHILD DEVELOPMENT CENTER	$ 178.10
362717	09-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	HEROES ELEMENTARY SCHOOL	$ 99.72
362718	09-Jun-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	HARVEY ELEMENTARY SCHOOL	$ 876.15
362718	09-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	HARVEY ELEMENTARY SCHOOL	$ 57.10
362719	09-Jun-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CARVER ELEMENTARY SCHOOL	$ 28.66
362720	09-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	HEROES ELEMENTARY SCHOOL	$ 263.97
362721	09-Jun-2017	SCHOLASTIC, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	JEFFERSON ELEMENTARY SCHOOL	$ 111.13
362722	09-Jun-2017	TIME FOR KIDS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	GARFIELD ELEMENTARY SCHOOL	$ 756.80
362723	09-Jun-2017	LOOKOUT BOOKS DBA CREATIVE COMPANY	IASA: Title I Basic Grants Low-Income and Neglected, Part A	KING ELEMENTARY SCHOOL	$ 526.27
362724	09-Jun-2017	SCHOLASTIC MAGAZINES	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CENTURY HIGH SCHOOL	$ 187.92
362725	09-Jun-2017	RESOURCES FOR EDUCATORS, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SEPULVEDA ELEMENTARY SCHOOL	$ 374.00
362728	11-Jun-2017	SCHOOL SPECIALTY/CLASSROOM DIRECT	Saturday Attendance Recovery Program (WIN)	LORIN GRISET ACADEMY	$ 244.79
362729	11-Jun-2017	GOPHER	Fundraiser (Non ASB-PTA Deposits)	EDISON ELEMENTARY SCHOOL	$ 1,409.64
362730	11-Jun-2017	GOPHER	Unrestricted Discretionary Accounts	ESQUEDA ELEMENTARY SCHOOL	$ 2,803.89
362731	11-Jun-2017	GOPHER	Unrestricted Discretionary Accounts	SPURGEON INTERMEDIATE SCHOOL	$ 289.64
362733	11-Jun-2017	STAPLES BUSINESS ADVANTAGE	Special Ed: IDEA Early Intervention Grants	MITCHELL CHILD DEVELOPMENT CENTER	$ 42.66
362734	11-Jun-2017	OFFICE DEPOT	LCFF-Supplemental/Concentration	REACH ACADEMY	$ 1,687.37
362734	11-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	REACH ACADEMY	$ 645.42
362735	11-Jun-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	WILSON ELEMENTARY SCHOOL	$ 161.63
362736	11-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	WILLARD INTERMEDIATE SCHOOL	$ 352.86
362737	11-Jun-2017	STAPLES BUSINESS ADVANTAGE	Unrestricted Discretionary Accounts	HEROES ELEMENTARY SCHOOL	$ 692.10
362739	11-Jun-2017	STAPLES BUSINESS ADVANTAGE	IASA: Title I Basic Grants Low-Income and Neglected, Part A	DIAMOND ELEMENTARY SCHOOL	$ 25.85
362740	11-Jun-2017	SCHOOL SPECIALTY/CLASSROOM DIRECT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CARVER ELEMENTARY SCHOOL	$ 53.86
362741	11-Jun-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	FREMONT ELEMENTARY SCHOOL	$ 143.16
362742	11-Jun-2017	OFFICE DEPOT	Special Education	MITCHELL CHILD DEVELOPMENT CENTER	$ 43.58
362743	11-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	JEFFERSON ELEMENTARY SCHOOL	$ 7.27
362744	11-Jun-2017	B&H PHOTO VIDEO	Unrestricted Discretionary Accounts	EDUCATIONAL SERVICES DIVISION	$ 161.46
362745	11-Jun-2017	BLICK ART MATERIALS dba DICK BLICK COMPANY	IASA: Title I Basic Grants Low-Income and Neglected, Part A	VALLEY HIGH SCHOOL	$ 613.64
362746	11-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	HEROES ELEMENTARY SCHOOL	$ 69.50
362747	11-Jun-2017	LAKESHORE LEARNING MATERIALS	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CARVER ELEMENTARY SCHOOL	$ 7.15
362748	11-Jun-2017	STAPLES BUSINESS ADVANTAGE	Unrestricted Discretionary Accounts	HEROES ELEMENTARY SCHOOL	$ 692.10
362749	11-Jun-2017	STAPLES BUSINESS ADVANTAGE	Saturday Attendance Recovery Program (WIN)	THORPE FUNDAMENTAL ELEMENTARY SCHOOL	$ 208.93
362750	11-Jun-2017	SCHOOL SPECIALTY/CLASSROOM DIRECT	Special Education	SUMMER SCHOOL	$ 239.74

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362751	11-Jun-2017	SCHOOL SPECIALTY/CLASSROOM DIRECT	Special Education	MITCHELL CHILD DEVELOPMENT CENTER	$ 1,917.95
362753	11-Jun-2017	OFFICE DEPOT	Special Education	TAFT ELEMENTARY SCHOOL	$ 59.15
362754	11-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	HEROES ELEMENTARY SCHOOL	$ 575.39
362755	11-Jun-2017	SCHOOL SPECIALTY/CLASSROOM DIRECT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CARVER ELEMENTARY SCHOOL	$ 15.28
362756	11-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	HEROES ELEMENTARY SCHOOL	$ 244.35
362757	11-Jun-2017	GOPHER	Unrestricted Discretionary Accounts	DIAMOND ELEMENTARY SCHOOL	$ 926.33
362758	11-Jun-2017	AMAZON CAPITAL SERVICES, INC.	AVID-OCDE Destination Graduation-Interm Schs	MCFADDEN INTERMEDIATE SCHOOL	$ 425.40
362759	11-Jun-2017	AMAZON CAPITAL SERVICES, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	KING ELEMENTARY SCHOOL	$ 215.49
362760	11-Jun-2017	SCHOOL SPECIALTY/CLASSROOM DIRECT	Special Education	WALKER ELEMENTARY SCHOOL	$ 119.04
362761	11-Jun-2017	AMAZON CAPITAL SERVICES, INC.	Title I, Core Set Aside	MCFADDEN INTERMEDIATE SCHOOL	$ 1,644.34
362762	11-Jun-2017	SCHOOL SPECIALTY/CLASSROOM DIRECT	Unrestricted Discretionary Accounts	VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	$ 69.24
362763	11-Jun-2017	AMAZON CAPITAL SERVICES, INC.	Title I, Core Set Aside	SPURGEON INTERMEDIATE SCHOOL	$ 861.71
362764	11-Jun-2017	STAPLES BUSINESS ADVANTAGE	Title I, Core Set Aside	DAVIS ELEMENTARY SCHOOL	$ 115.22
362765	11-Jun-2017	SCHOOL SPECIALTY/CLASSROOM DIRECT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	ESQUEDA ELEMENTARY SCHOOL	$ 36.75
362766	11-Jun-2017	SCHOOL SPECIALTY/CLASSROOM DIRECT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	ESQUEDA ELEMENTARY SCHOOL	$ 728.09
362767	11-Jun-2017	AMAZON CAPITAL SERVICES, INC.	Unrestricted - Regional Occupational Center Prog (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	$ 183.09
362768	11-Jun-2017	GOPHER	Unrestricted Discretionary Accounts	ESQUEDA ELEMENTARY SCHOOL	$ 314.55
362769	11-Jun-2017	GOPHER	Unrestricted Discretionary Accounts	ESQUEDA ELEMENTARY SCHOOL	$ 175.23
362772	11-Jun-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CARVER ELEMENTARY SCHOOL	$ 44.12
362774	11-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	MUIR FUNDAMENTAL ELEMENTARY SCHOOL	$ 301.68
362775	11-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	JEFFERSON ELEMENTARY SCHOOL	$ 120.66
362776	11-Jun-2017	OFFICE DEPOT	Special Education	THORPE FUNDAMENTAL ELEMENTARY SCHOOL	$ 366.67
362777	11-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	LOWELL ELEMENTARY SCHOOL	$ 13.99
362778	11-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	LOWELL ELEMENTARY SCHOOL	$ 1,536.84
362779	11-Jun-2017	OFFICE DEPOT	Special Ed: IDEA Preschool Local Entitlement, Part B, Sec 611	MITCHELL CHILD DEVELOPMENT CENTER	$ 41.10
362780	11-Jun-2017	STAPLES BUSINESS ADVANTAGE	Special Ed: IDEA Preschool Local Entitlement, Part B, Sec 611	MITCHELL CHILD DEVELOPMENT CENTER	$ 514.98
362781	11-Jun-2017	SCHOOL SPECIALTY/CLASSROOM DIRECT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CARVER ELEMENTARY SCHOOL	$ 65.19
362782	11-Jun-2017	SCHOOL SPECIALTY/CLASSROOM DIRECT	Unrestricted Discretionary Accounts	EDISON ELEMENTARY SCHOOL	$ 98.88
362784	11-Jun-2017	SCHOOL SPECIALTY/CLASSROOM DIRECT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CARVER ELEMENTARY SCHOOL	$ 56.02
362785	11-Jun-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CARVER ELEMENTARY SCHOOL	$ 89.23
362786	11-Jun-2017	STAPLES BUSINESS ADVANTAGE	Special Education	MITCHELL CHILD DEVELOPMENT CENTER	$ 1,508.45
362787	11-Jun-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	HOOVER ELEMENTARY SCHOOL	$ 1,351.67
362788	11-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	$ 410.47
362789	11-Jun-2017	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	WILSON ELEMENTARY SCHOOL	$ 1,094.42
362790	11-Jun-2017	OFFICE DEPOT	Title I, Core Set Aside	SANTA ANA HIGH SCHOOL	$ 18.88
362791	11-Jun-2017	SCHOOL SPECIALTY/CLASSROOM DIRECT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CARVER ELEMENTARY SCHOOL	$ 43.82
362792	12-Jun-2017	CROWN AWARDS	Unrestricted Discretionary Accounts	COMMUNITY RELATIONS	$ 131.66
362794	12-Jun-2017	AMAZON CAPITAL SERVICES, INC.	Unrestricted Discretionary Accounts	HARVEY ELEMENTARY SCHOOL	$ 80.11
362795	12-Jun-2017	IMAGE ONE CORPORATION	LCFF Funding Verification Forms	NUTRITION SERVICES	$ 1,800.00
362797	12-Jun-2017	AMAZON CAPITAL SERVICES, INC.	California Career Pathways Trust	REGIONAL OCCUPATIONAL PROGRAM	$ 10.11
362798	12-Jun-2017	RIVERA SPORTS	Unrestricted One-time Funds	K-12 TEACHING AND LEARNING	$ 1,724.00
362799	12-Jun-2017	USC ROSSIER	Unrestricted Discretionary Accounts	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	$ 405.00

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
362800	12-Jun-2017	AMAZON CAPITAL SERVICES, INC.	California Career Pathways Trust	REGIONAL OCCUPATIONAL PROGRAM	$ 10.11
362801	12-Jun-2017	CASE & SONS CONSTRUCTION, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	$ 4,650.00
362802	12-Jun-2017	CASE & SONS CONSTRUCTION, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	$ 2,160.00
362803	12-Jun-2017	AMAZON CAPITAL SERVICES, INC.	California Career Pathways Trust	REGIONAL OCCUPATIONAL PROGRAM	$ 211.44
362804	12-Jun-2017	MYSTERY SCIENCE, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	$ 499.00
362805	12-Jun-2017	ORANGE COUNTY DEPARTMENT OF EDUCATION	Unrestricted Discretionary Accounts	HUMAN RESOURCES DIVISION	$ 2,689.44
362806	12-Jun-2017	SCHOLASTIC MAGAZINES	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	$ 395.56
362807	12-Jun-2017	CASE & SONS CONSTRUCTION, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	$ 9,460.00
362809	12-Jun-2017	ART SUPPLY WAREHOUSE	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	$ 226.11
362810	12-Jun-2017	AMAZON CAPITAL SERVICES, INC.	California Career Pathways Trust	REGIONAL OCCUPATIONAL PROGRAM	$ 238.33
362811	12-Jun-2017	AMAZON CAPITAL SERVICES, INC.	Title I, Core Set Aside	HENINGER ELEMENTARY SCHOOL	$ 33.20
362812	12-Jun-2017	SEAN GANEY	Title II-Part A Improving Teacher Quality	NONPUBLIC SCHOOLS	$ 2,040.00
362813	12-Jun-2017	SIGNATURE CELEBRATIONS	Communication Studies (Speech and Debate)	K-12 TEACHING AND LEARNING	$ 441.00
362814	12-Jun-2017	DELHI CENTER	Unrestricted Discretionary Accounts	Retiree Award & Recognition	$ 818.40
362815	12-Jun-2017	AVID CENTER	AVID-OCDE Destination Graduation-Interm Schs	SPURGEON INTERMEDIATE SCHOOL	$ 485.00
362816	12-Jun-2017	CROP PRODUCTION SERVICES, INC.	Civic Center Rental Fees	BUILDING SERVICES	$ 20,091.93
362817	12-Jun-2017	ODYSSEY POWER	Ongoing & Major Maintenance Account	BUILDING SERVICES	$ 2,973.91
362818	12-Jun-2017	AMAZON CAPITAL SERVICES, INC.	Title I, Core Set Aside	WASHINGTON ELEMENTARY SCHOOL	$ 39.60
362819	12-Jun-2017	ORANGE COUNTY LAW ENFORCEMENT EXPLORER ADVISORS' ASSOCIATION	Unrestricted Discretionary Accounts	SCHOOL POLICE SERVICES	$ 230.00
362821	12-Jun-2017	BEALE ASH, INC. dba BEALE ASH DISTRIBUTION	21st Century ASSETS (roll-up 4124)	SEGERSTROM HIGH SCHOOL	$ 4,981.31
362822	12-Jun-2017	SOS SURVIVAL PRODUCTS	Emergency Preparedness and Operations	RISK MANAGEMENT	$ 1,893.17
362823	12-Jun-2017	OFFICE DEPOT	Special Education	MITCHELL CHILD DEVELOPMENT CENTER	$ 625.64
362824	12-Jun-2017	OFFICE DEPOT	Special Education	MITCHELL CHILD DEVELOPMENT CENTER	$ 391.02
362825	12-Jun-2017	SCHOOL SPECIALTY/CLASSROOM DIRECT	Title I, Core Set Aside	DAVIS ELEMENTARY SCHOOL	$ 30.00
362826	12-Jun-2017	CDW GOVERNMENT, INC.	Unrestricted Discretionary Accounts	TECHNOLOGY INNOVATION SERVICES	$ 557.71
362827	12-Jun-2017	VERITIV OPERATING COMPANY	Fund 01 General Fund	PUBLICATIONS	$ 4,509.41
362828	12-Jun-2017	STAPLES BUSINESS ADVANTAGE	Title I, Core Set Aside	GODINEZ FUNDAMENTAL HIGH SCHOOL	$ 430.89
362829	12-Jun-2017	CDW GOVERNMENT, INC.	Unrestricted Discretionary Accounts	SCHOOL POLICE SERVICES	$ 1,402.28
362835	12-Jun-2017	VMI, INC.	Unrestricted Discretionary Accounts	TECHNOLOGY INNOVATION SERVICES	$ 19,405.78
362836	12-Jun-2017	VMI, INC.	Unrestricted Discretionary Accounts	TECHNOLOGY INNOVATION SERVICES	$ 17,035.29
362837	12-Jun-2017	VMI, INC.	Unrestricted Discretionary Accounts	TECHNOLOGY INNOVATION SERVICES	$ 17,458.75
362839	12-Jun-2017	LAKESHORE LEARNING MATERIALS	Head Start	CHILD DEVELOPMENT	$ 2,940.06
362841	12-Jun-2017	MOHAWK USA, LLC	Ongoing & Major Maintenance Account	BUILDING SERVICES	$ 1,206.80
362842	12-Jun-2017	WALMART.COM	Unrestricted Discretionary Accounts	MONROE ELEMENTARY SCHOOL	$ 214.96
362843	12-Jun-2017	AMAZON CAPITAL SERVICES, INC.	Unrestricted Discretionary Accounts	MONROE ELEMENTARY SCHOOL	$ 219.25
362844	12-Jun-2017	WALMART.COM	Special Education	TAFT ELEMENTARY SCHOOL	$ 71.76
362845	12-Jun-2017	WALTERS WHOLESALE ELECTRIC	Ongoing & Major Maintenance Account	BUILDING SERVICES	$ 1,950.26
362846	12-Jun-2017	JOSTENS/ JACK NICHOLSON	LCFF-Supplemental/Concentration	PUPIL SUPPORT SERVICES	$ 81.00
362847	12-Jun-2017	WALMART.COM	LCFF-Supplemental/Concentration	REACH ACADEMY	$ 369.69
362849	12-Jun-2017	ALL AMERICAN MFG & SUPPLY CALIFORNIA, INC.	Fund 01 General Fund	PUBLICATIONS	$ 5,000.00
362850	12-Jun-2017	WALTERS WHOLESALE ELECTRIC	Ongoing & Major Maintenance Account	BUILDING SERVICES	$ 1,786.86
362851	12-Jun-2017	WALTERS WHOLESALE ELECTRIC	Ongoing & Major Maintenance Account	BUILDING SERVICES	$ 2,886.16

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
362852	12-Jun-2017	5 STAR WHOLESALE ELECTRIC SUPPLY & LIGHTING	Ongoing & Major Maintenance Account	BUILDING SERVICES	$ 1,249.88
362853	12-Jun-2017	RC MASONRY	Ongoing & Major Maintenance Account	BUILDING SERVICES	$ 975.00
362854	12-Jun-2017	GST, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	$ 392.22
362855	12-Jun-2017	FEDERAL TECHNOLOGY SOLUTIONS, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	$ 3,682.59
362856	12-Jun-2017	GOLD COAST FENCE, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	$ 2,315.00
362857	12-Jun-2017	DIGITAL NETWORKS GROUP, INC.	Unrestricted Discretionary Accounts	ROOSEVELT ELEMENTARY SCHOOL	$ 5,500.00
362858	13-Jun-2017	AMAZON CAPITAL SERVICES, INC.	California Career Pathways Trust	REGIONAL OCCUPATIONAL PROGRAM	$ 209.81
362859	13-Jun-2017	AMAZON CAPITAL SERVICES, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	VALLEY HIGH SCHOOL	$ 2,186.81
362860	13-Jun-2017	ELLIOTT S. JONES	Unrestricted Discretionary Accounts	SPECIAL PROJECTS/WELLNESS	$ 300.00
362861	13-Jun-2017	RICARDO SOTO	Unrestricted Discretionary Accounts	SPECIAL PROJECTS/WELLNESS	$ 300.00
362862	13-Jun-2017	AMAZON CAPITAL SERVICES, INC.	California Career Pathways Trust	REGIONAL OCCUPATIONAL PROGRAM	$ 27.54
362863	13-Jun-2017	W T COX SUBSCRIPTIONS, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	KING ELEMENTARY SCHOOL	$ 283.21
362864	13-Jun-2017	AMAZON CAPITAL SERVICES, INC.	Unrestricted Discretionary Accounts	ESQUEDA ELEMENTARY SCHOOL	$ 405.87
362865	13-Jun-2017	SUBWAY	Title I, Core Set Aside	WALKER ELEMENTARY SCHOOL	$ 270.00
362866	13-Jun-2017	AMAZON CAPITAL SERVICES, INC.	Title I, Core Set Aside	GODINEZ FUNDAMENTAL HIGH SCHOOL	$ 675.43
362867	13-Jun-2017	DAVID CLEMENSEN	One-Time Discretionary Funds	EDUCATIONAL SERVICES DIVISION	$ 400.00
362868	13-Jun-2017	EBERHARD EQUIPMENT	Ongoing & Major Maintenance Account	BUILDING SERVICES	$ 92.64
362869	13-Jun-2017	GOLD COAST FENCE, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	$ 6,375.00
362870	13-Jun-2017	GOLD COAST FENCE, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	$ 1,165.00
362871	13-Jun-2017	GOLD COAST FENCE, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	$ 1,545.00
362872	13-Jun-2017	CAROLINA BIOLOGICAL SUPPLY COMPANY	Donations (Miscellaneous)	THORPE FUNDAMENTAL ELEMENTARY SCHOOL	$ 389.37
362873	13-Jun-2017	GOLD COAST FENCE, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	$ 8,825.00
362874	13-Jun-2017	GOLD COAST FENCE, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	$ 59,655.00
362875	13-Jun-2017	BEKINS MOVING SOLUTIONS, INC.	Unrestricted Discretionary Accounts	BUILDING SERVICES	$ 3,243.00
362876	13-Jun-2017	HENRY SCHEIN, INC.	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	$ 36.39
362877	13-Jun-2017	PLAK SMACKER	Head Start	CHILD DEVELOPMENT	$ 663.42
362878	13-Jun-2017	CYNMAR CORPORATION	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	$ 214.13
362879	13-Jun-2017	BSN SPORTS	Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	$ 1,163.65
362880	13-Jun-2017	FUN AND FUNCTION, LLC	Special Education	SPECIAL EDUCATION	$ 60.26
362881	13-Jun-2017	SPECIALTY EQUIPMENT CO.	Ongoing & Major Maintenance Account	BUILDING SERVICES	$ 4,024.29
362882	13-Jun-2017	AMAZON CAPITAL SERVICES, INC.	Special Education	CENTURY HIGH SCHOOL	$ 71.09
362884	13-Jun-2017	AMAZON CAPITAL SERVICES, INC.	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	$ 140.06
362885	13-Jun-2017	ANTONIO OROZCO dba DISCIPLINA POSITIVA, INC.	21st Century ASSETS (roll-up 4124)	CENTURY HIGH SCHOOL	$ 8,000.00
362886	13-Jun-2017	ORIENTAL TRADING COMPANY, INC.	Title I, Core Set Aside	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	$ 517.09
362888	13-Jun-2017	A. DALGGER & COMPANY, INC. dba ETA HAND2MIND	Title I, Core Set Aside	HENINGER ELEMENTARY SCHOOL	$ 273.37
362889	13-Jun-2017	PERMA BOUND BOOKS HERTZBERG NEW METHOD, INC.	Donations (Miscellaneous)	MUIR FUNDAMENTAL ELEMENTARY SCHOOL	$ 423.78
362890	13-Jun-2017	JIST PUBLISHING, INC.	Department of Rehab: Workability II, Transition Partnership	TRANSITION PROGRAMS	$ 636.83
362891	13-Jun-2017	CONSTRUCTIVE PLAYTHINGS	Kinder Readiness Program II	EARLY CHILDHOOD EDUCATION	$ 458.49
362892	13-Jun-2017	AMAZON CAPITAL SERVICES, INC.	Unrestricted Discretionary Accounts	CARR INTERMEDIATE SCHOOL	$ 112.94
362893	13-Jun-2017	BARNES & NOBLE BOOKSELLERS, INC.	Title I, Core Set Aside	CARVER ELEMENTARY SCHOOL	$ 506.22
362894	13-Jun-2017	NASCO MODESTO dba A DIVISION OF THE ARISTOTLE CORPORATION	Title I, Core Set Aside	WALKER ELEMENTARY SCHOOL	$ 276.84
362895	13-Jun-2017	NASCO MODESTO dba A DIVISION OF THE ARISTOTLE CORPORATION	Title I, Core Set Aside	WALKER ELEMENTARY SCHOOL	$ 247.04

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
362897	13-Jun-2017	ORIENTAL TRADING COMPANY, INC.	Title I, Core Set Aside	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	$ 249.77
362898	13-Jun-2017	NIMCO, INC.	Saturday Attendance Recovery Program (WIN)	LORIN GRISET ACADEMY	$ 305.69
362899	13-Jun-2017	CAROLINA BIOLOGICAL SUPPLY COMPANY	Unrestricted Discretionary Accounts	JEFFERSON ELEMENTARY SCHOOL	$ 55.70
362900	13-Jun-2017	BARNES & NOBLE BOOKSELLERS, INC.	Title I, Core Set Aside	GARFIELD ELEMENTARY SCHOOL	$ 171.15
362901	13-Jun-2017	GOPHER	Unrestricted Discretionary Accounts	DIAMOND ELEMENTARY SCHOOL	$ 873.59
362903	13-Jun-2017	AMAZON CAPITAL SERVICES, INC.	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	$ 278.97
362904	13-Jun-2017	PREMIER AGENDAS, INC. dba PREMIER SCHOOL AGENDAS, SCHOOL SPECIALTY PLANNING & STUDENT DEVELOPMENT	Saturday Attendance Recovery Program (WIN)	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	$ 1,273.39
362905	13-Jun-2017	BEYOND PLAY, LLC	Title I, Core Set Aside	KING ELEMENTARY SCHOOL	$ 268.39
362906	13-Jun-2017	SIGNATURE PARTY RENTALS	Unrestricted Discretionary Accounts	MCFADDEN INTERMEDIATE SCHOOL	$ 1,016.11
362906	13-Jun-2017	SIGNATURE PARTY RENTALS	Unrestricted Discretionary Accounts	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	$ 1,016.11
362907	13-Jun-2017	TEACHERSPAYTEACHERS	Title I, Core Set Aside	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	$ 37.17
362908	13-Jun-2017	SIERRA SCHOOL EQUIPMENT COMPANY	LCFF-Supplemental/Concentration	PUPIL SUPPORT SERVICES	$ 4,869.22
362909	13-Jun-2017	GRAINGER	Unrestricted One-time Funds	SCHOOL POLICE SERVICES	$ 10,018.16
362910	13-Jun-2017	GRAINGER	Unrestricted One-time Funds	SCHOOL POLICE SERVICES	$ 31,756.08
362912	13-Jun-2017	TARGET.COM	Saturday Attendance Recovery Program (WIN)	HENINGER ELEMENTARY SCHOOL	$ 108.56
362912	13-Jun-2017	TARGET.COM	Unrestricted Discretionary Accounts	HENINGER ELEMENTARY SCHOOL	$ 98.03
362915	13-Jun-2017	B&H PHOTO VIDEO	LCFF-Supplemental/Concentration	K-12 TEACHING AND LEARNING	$ 887.80
362916	13-Jun-2017	STAPLES BUSINESS ADVANTAGE	Unrestricted One-time Funds	K-12 TEACHING AND LEARNING	$ 883.54
362918	13-Jun-2017	MICHAELS ARTS AND CRAFTS	Title I, Core Set Aside	ROOSEVELT ELEMENTARY SCHOOL	$ 69.22
362919	13-Jun-2017	TARGET.COM	Title I, Core Set Aside	MONROE ELEMENTARY SCHOOL	$ 86.15
362920	13-Jun-2017	OFFICE DEPOT	Unrestricted Discretionary Accounts	K-12 SCHOOL PERFORMANCE AND CULTURE	$ 1,088.25
362921	13-Jun-2017	B&H PHOTO VIDEO	Title I, Core Set Aside	SADDLEBACK HIGH SCHOOL	$ 1,077.33
362922	13-Jun-2017	MICHAELS ARTS AND CRAFTS	Title I, Core Set Aside	MONROE ELEMENTARY SCHOOL	$ 59.70
362923	13-Jun-2017	MICHAELS ARTS AND CRAFTS	21st Century ASSETS (roll-up 4124)	SEGERSTROM HIGH SCHOOL	$ 76.47
362924	13-Jun-2017	SCHOOL SPECIALTY/CLASSROOM DIRECT	Title I, Core Set Aside	PIO-PICO ELEMENTARY SCHOOL	$ 14.22
362925	13-Jun-2017	CHANNING BETE COMPANY, INC.	Unrestricted One-time Funds	SCHOOL POLICE SERVICES	$ 3,374.41
362926	13-Jun-2017	BANK OF AMERICA	Employee Wellness	RISK MANAGEMENT	$ 3,250.00
362930	13-Jun-2017	AMAZON CAPITAL SERVICES, INC.	Title I, Core Set Aside	VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	$ 3,064.80
362931	13-Jun-2017	OFFICE DEPOT	Saturday Attendance Recovery Program (WIN)	DIAMOND ELEMENTARY SCHOOL	$ 834.40
362932	13-Jun-2017	LAKESHORE LEARNING MATERIALS	Saturday Attendance Recovery Program (WIN)	DIAMOND ELEMENTARY SCHOOL	$ 788.72
362933	13-Jun-2017	OFFICE DEPOT	Title I, Core Set Aside	WALKER ELEMENTARY SCHOOL	$ 348.45
362934	13-Jun-2017	THINKWRITE TECHNOLOGIES, LLC	IASA: Title I Basic Grants Low-Income and Neglected, Part A	DIAMOND ELEMENTARY SCHOOL	$ 7,511.26
362935	13-Jun-2017	OFFICE DEPOT	Head Start	CHILD DEVELOPMENT	$ 2,196.60
362936	13-Jun-2017	SCHOOL OUTFITTERS, LLC	Unrestricted Discretionary Accounts	SEGERSTROM HIGH SCHOOL	$ 141.66
362937	13-Jun-2017	ENVIRONMENTS, INC.	Unrestricted - CalSafe (6091/6092)	EARLY CHILDHOOD EDUCATION	$ 1,850.57
362938	13-Jun-2017	LAKESHORE LEARNING MATERIALS	Head Start	CHILD DEVELOPMENT	$ 1,135.68
362939	13-Jun-2017	LAKESHORE LEARNING MATERIALS	Head Start	CHILD DEVELOPMENT	$ 1,544.00
362940	13-Jun-2017	LAKESHORE LEARNING MATERIALS	Head Start	CHILD DEVELOPMENT	$ 1,086.22
362941	13-Jun-2017	LAKESHORE LEARNING MATERIALS	Head Start	CHILD DEVELOPMENT	$ 1,744.16
				Grand Total:	**$ 6,756,489.50**

Fund 09

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
362003	26-May-2017	PAMELA DIXON dba PMD CONSULTING, INC.	Fund 09 One-Time Discretionary Funds	ADVANCED LEARNING ACADEMY	$ 3,500.00
362506	08-Jun-2017	SOUTH COAST LOGISTICS	Fund 09 One-Time Discretionary Funds	ADVANCED LEARNING ACADEMY	$ 11,549.00
				Grand Total:	**$ 15,049.00**

Fund 12

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
362058	30-May-2017	OFFICE DEPOT	Child Development: CA State Preschool Program QRIS Block Grant	EARLY CHILDHOOD EDUCATION	$ 82.33
362063	30-May-2017	OFFICE DEPOT	Child Development: CA State Preschool Program QRIS Block Grant	EARLY CHILDHOOD EDUCATION	$ 42.49
362068	30-May-2017	OFFICE DEPOT	Child Development: CA State Preschool Program QRIS Block Grant	EARLY CHILDHOOD EDUCATION	$ 85.23
362342	05-Jun-2017	CCDAA	Child Development: CA State Preschool Program	EARLY CHILDHOOD EDUCATION	$ 1,194.00
362366	06-Jun-2017	OFFICE DEPOT	Child Development: CA State Preschool Program	EARLY CHILDHOOD EDUCATION	$ 204.72
362456	07-Jun-2017	OFFICE DEPOT	Child Development: CA State Preschool Program	EARLY CHILDHOOD EDUCATION	$ 2,400.53
362514	08-Jun-2017	STAPLES BUSINESS ADVANTAGE	Child Development: CA State Preschool Program	EARLY CHILDHOOD EDUCATION	$ 3,472.40
362627	09-Jun-2017	OFFICE DEPOT	Child Development: CA State Preschool Program	EARLY CHILDHOOD EDUCATION	$ 730.95
362629	09-Jun-2017	OFFICE DEPOT	Child Development: CA State Preschool Program	EARLY CHILDHOOD EDUCATION	$ 365.48
362630	09-Jun-2017	OFFICE DEPOT	Child Development: CA State Preschool Program	EARLY CHILDHOOD EDUCATION	$ 365.48
362631	09-Jun-2017	OFFICE DEPOT	Child Development: CA State Preschool Program	EARLY CHILDHOOD EDUCATION	$ 365.48
362632	09-Jun-2017	OFFICE DEPOT	Child Development: CA State Preschool Program	EARLY CHILDHOOD EDUCATION	$ 365.48
362633	09-Jun-2017	OFFICE DEPOT	Child Development: CA State Preschool Program	EARLY CHILDHOOD EDUCATION	$ 365.48
362635	09-Jun-2017	OFFICE DEPOT	Child Development: CA State Preschool Program	EARLY CHILDHOOD EDUCATION	$ 1,096.43
362640	09-Jun-2017	OFFICE DEPOT	Child Development: CA State Preschool Program	EARLY CHILDHOOD EDUCATION	$ 730.95
362656	09-Jun-2017	OFFICE DEPOT	Child Development: CA State Preschool Program QRIS Block Grant	EARLY CHILDHOOD EDUCATION	$ 777.84
362657	09-Jun-2017	OFFICE DEPOT	Child Development: CA State Preschool Program QRIS Block Grant	EARLY CHILDHOOD EDUCATION	$ 269.05
362726	11-Jun-2017	ULINE SHIPPING SUPPLIES	Child Development: CA State Preschool Program QRIS Block Grant	EARLY CHILDHOOD EDUCATION	$ 795.69
362727	11-Jun-2017	ULINE SHIPPING SUPPLIES	Child Development: CA State Preschool Program	EARLY CHILDHOOD EDUCATION	$ 335.29
362732	11-Jun-2017	SCHOOL SPECIALTY/CLASSROOM DIRECT	Child Development: CA State Preschool Program QRIS Block Grant	EARLY CHILDHOOD EDUCATION	$ 9.05
				Grand Total:	**$ 14,054.35**

Fund 13

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
361839	25-May-2017	LAKESHORE LEARNING MATERIALS	Child Nutrition: School Programs	NUTRITION SERVICES	$ 460.31
361865	25-May-2017	OFFICE DEPOT	Child Nutrition: School Programs	NUTRITION SERVICES	$ 659.39
361897	25-May-2017	GRAINGER	Child Nutrition: School Programs	NUTRITION SERVICES	$ 387.06
362049	30-May-2017	KYA SERVICES, LLC	Child Nutrition: School Programs	NUTRITION SERVICES	$ 8,262.59
362143	31-May-2017	ULINE SHIPPING SUPPLIES	Child Nutrition: School Programs	SEGERSTROM HIGH SCHOOL	$ 209.61
362179	31-May-2017	AMAZON CAPITAL SERVICES, INC.	Child Nutrition: School Programs	NUTRITION SERVICES	$ 686.96
362207	31-May-2017	AMAZON CAPITAL SERVICES, INC.	Child Nutrition: School Programs	NUTRITION SERVICES	$ 484.63
362288	02-Jun-2017	CHEFS' TOYS	Child Nutrition: School Programs	GARFIELD ELEMENTARY SCHOOL	$ 14,507.46
362289	02-Jun-2017	CDW GOVERNMENT, INC.	Child Nutrition: School Programs	NUTRITION SERVICES	$ 528.64
362332	05-Jun-2017	WEX BANK, dba WRIGHT EXPRESS FSC	Child Nutrition: School Programs	NUTRITION SERVICES	$ 4,041.25
362345	06-Jun-2017	CHEFS' TOYS	Child Nutrition: School Programs	SPURGEON INTERMEDIATE SCHOOL	$ 6,916.54
362346	06-Jun-2017	CDW GOVERNMENT, INC.	Child Nutrition: School Programs	NUTRITION SERVICES	$ 82.62
362382	06-Jun-2017	DANIEL DENHAM dba DAN'S THERMAL SEVICES (D.T.S)	Child Nutrition: School Programs	NUTRITION SERVICES	$ 2,370.00
362383	06-Jun-2017	B&H PHOTO VIDEO	Child Nutrition: School Programs	NUTRITION SERVICES	$ 4,105.35
362531	08-Jun-2017	OFFICE DEPOT	Child Nutrition: School Programs	NUTRITION SERVICES	$ 83.99
362563	08-Jun-2017	SCHOOL NUTRITION ASSOCIATION	Child Nutrition: School Programs	NUTRITION SERVICES	$ 759.00
362793	12-Jun-2017	CHEFS' TOYS	Child Nutrition: School Programs	SANTA ANA HIGH SCHOOL	$ 3,339.37
362830	12-Jun-2017	CASE & SONS CONSTRUCTION, INC.	Child Nutrition: School Programs	SADDLEBACK HIGH SCHOOL	$ 2,190.00
362831	12-Jun-2017	SAMCO	Child Nutrition: School Programs	VALLEY HIGH SCHOOL	$ 95.63
362832	12-Jun-2017	CASE & SONS CONSTRUCTION, INC.	Child Nutrition: School Programs	SIERRA PREPARATORY ACADEMY	$ 11,790.00
362833	12-Jun-2017	CROWN LIFT TRUCKS	Child Nutrition: School Programs	NUTRITION SERVICES	$ 992.40
362834	12-Jun-2017	GLOBAL EQUIPMENT COMPANY,INC.	Child Nutrition: School Programs	NUTRITION SERVICES	$ 1,096.12
362838	12-Jun-2017	OFFICE DEPOT	Child Nutrition: School Programs	NUTRITION SERVICES	$ 375.50
362929	13-Jun-2017	CALIFORNIA INDUSTRIAL	Child Nutrition: School Programs	NUTRITION SERVICES	$ 2,150.00
				Grand Total:	**$ 66,574.42**

Fund 14

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
361851	25-May-2017	KYA SERVICES, LLC	Fund 14 Deferred Maintenance Fund	BUILDING SERVICES	$ 34,127.65
361932	25-May-2017	REFRIGERATION SUPPLIES DISTRIBUTOR	Fund 14 Deferred Maintenance Fund	BUILDING SERVICES	$ 15,804.77
362364	06-Jun-2017	KYA SERVICES, LLC	Fund 14 Deferred Maintenance Fund	BUILDING SERVICES	$ 28,436.36
362840	12-Jun-2017	GEARY PACIFIC SUPPLY	Fund 14 Deferred Maintenance Fund	BUILDING SERVICES	$ 7,283.65
				Grand Total:	**$ 85,652.43**

Fund 40

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
361928	25-May-2017	SIGN A RAMA	Emergency Repair Program-Williams Case	MITCHELL CHILD DEVELOPMENT CENTER	$ 770.10
362017	30-May-2017	PRIEST CONSTRUCTION SERVICES, INC.	Fund 40 Kitchen Remodeling	SANTA ANA HIGH SCHOOL	$ 83,072.00
362018	30-May-2017	GHATAODE BANNON ARCHITECTS, LLP	Fund 40 2016 Lease Purrchase	ADVANCED LEARNING ACADEMY	$ 22,750.00
362019	30-May-2017	GHATAODE BANNON ARCHITECTS, LLP	Fund 40 2016 Lease Purrchase	ADVANCED LEARNING ACADEMY	$ 105,500.00
362020	30-May-2017	DAILY JOURNAL CORPORATION dba ORANGE COUNTY REPORTER	Fund 40 Kitchen Remodeling	FACILITIES/GOVERNMENTAL RELATIONS	$ 437.90
362027	30-May-2017	NINYO & MOORE GEOTECHNICAL & ENVIROMENTAL SCIENCES	Fund 40 Kitchen Remodeling	SANTA ANA HIGH SCHOOL	$ 46,264.00
362029	30-May-2017	DAILY JOURNAL CORPORATION dba ORANGE COUNTY REPORTER	Fund 40 2016 Lease Purrchase	ADVANCED LEARNING ACADEMY	$ 31.90
362030	30-May-2017	PRIEST CONSTRUCTION SERVICES, INC.	Emergency Repair Program-Williams Case	MITCHELL CHILD DEVELOPMENT CENTER	$ 177,408.00
362031	30-May-2017	GHATAODE BANNON ARCHITECTS, LLP	Emergency Repair Program-Williams Case	CENTURY HIGH SCHOOL	$ 11,262.30
362034	30-May-2017	SIGN A RAMA	Emergency Repair Program-Williams Case	MITCHELL CHILD DEVELOPMENT CENTER	$ 705.32
				Grand Total:	**$ 448,201.52**

Fund 81

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
361788	24-May-2017	US BANK	Fund 81 Property & Liability	RISK MANAGEMENT	$ 103.41
361868	25-May-2017	COUNTY OF ORANGE HEALTH CARE AGENCY	Fund 81 Property & Liability	RISK MANAGEMENT	$ 400.00
362004	26-May-2017	OFFICE DEPOT	Fund 81 Property & Liability	RISK MANAGEMENT	$ 193.92
362297	02-Jun-2017	DIGITAL NETWORKS GROUP, INC.	Fund 81 Property & Liability	RISK MANAGEMENT	$ 105,990.31
362349	06-Jun-2017	NEW MANAGEMENT, INC.	Fund 81 Property & Liability	RISK MANAGEMENT	$ 1,773.43
362375	06-Jun-2017	PENSKE TRUCK LEASING CO., L.P.	Fund 81 Property & Liability	RISK MANAGEMENT	$ 265.45
362385	06-Jun-2017	ROCKLER WOODWORKING AND HARDWARE	Fund 81 Property & Liability	RISK MANAGEMENT	$ 1,109.80
362387	06-Jun-2017	GRAINGER	Fund 81 Property & Liability	RISK MANAGEMENT	$ 1,355.84
362401	06-Jun-2017	MONTGOMERY HARDWARE COMPANY	Fund 81 Property & Liability	RISK MANAGEMENT	$ 1,236.97
362430	06-Jun-2017	DEPARTMENT OF INDUSTRIAL RELATIONS	Fund 81 Property & Liability	RISK MANAGEMENT	$ 750.00
362535	08-Jun-2017	STUDENT INSURANCE PARTNERS	Fund 81 Property & Liability	RISK MANAGEMENT	$ 2,397.50
362666	09-Jun-2017	OFFICE DEPOT	Fund 81 Property & Liability	RISK MANAGEMENT	$ 68.44
362927	13-Jun-2017	FEDERAL TECHNOLOGY SOLUTIONS, INC.	Fund 81 Property & Liability	RISK MANAGEMENT	$ 1,190.90
362928	13-Jun-2017	MONTGOMERY HARDWARE COMPANY	Fund 81 Property & Liability	RISK MANAGEMENT	$ 9,926.56
				Grand Total:	**$ 126,762.53**

AGENDA ITEM BACKUP SHEET
June 27, 2017

Board Meeting

TITLE: **Ratification of Expenditure Summary and Warrants Issued Over $25,000 for the Period of May 24, 2017 through June 13, 2017**

ITEM: **Consent**
SUBMITTED BY: **Edmond T. Heatley, Ed.D., Deputy Superintendent, Administrative Services**
PREPARED BY: **Dawn Piatek, Director, Accounting and Payroll**

BACKGROUND INFORMATION:

Warrants are payments of expenditures previously approved through prior Board action.

ITEM SUMMARY:

- Snapshot of all warrants issued for period of May 24, 2017 through June 13, 2017
- All expenditures were previously approved through prior Board action
- Board Policy 3300
- Required by Ed. Code 17604

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 24, 2017 through June 13, 2017. 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:

No fiscal impact.

RECOMMENDATION:

Ratify Expenditure Summary and Warrants issued over $25,000 for the period of May 24, 2017 through June 13, 2017.

EH:dp:mm

Santa Ana Unified School District

Stefanie P. Phillips, Ed.D., Superintendent

Date: June 13, 2017

To: Stefanie P. Phillips, Ed.D., Superintendent

From: Edmond T. Heatley, Ed.D., Deputy Superintendent, Administrative Services

Subject: Expenditures Summary: From 24-MAY-2017 through 13-JUN-2017

Fund 01	General Fund	$9,071,231.75
Fund 09	Charter School Fund	$223,160.82
Fund 12	Child Development	$12,502.38
Fund 13	Cafeteria Fund	$1,201,516.99
Fund 14	Deferred Maintenance Fund	$53,676.37
Fund 25	Capital Facilities Fund	$445,145.44
Fund 40	Special Reserve Fund	$1,285,441.22
Fund 68	Workers' Compensation	$331,507.80
Fund 69	Health & Welfare	$730,916.93
Fund 81	Property & Liability	$16,401.56
	Total Expenditures:	$13,371,501.26

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 • Valerie Amezcua, Vice President

Cecilia "Ceci" Iglesias, Clerk • Alfonso Alvarez, Ed.D., Member • Rigo Rodriguez, Ph.D., Member

SAUSD Board of Education Warrant Listing

May 26, 2017

Check #	Vendor	Location	Amount
Fund 01 General Fund			
84236839	**PENGUIN RANDOM HOUSE, LLC dba RANDOM HOUSE, LLC**		**$27,837.21**
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CENTURY HIGH SCHOOL	
		GODINEZ FUNDAMENTAL HIGH SCHOOL	
84236829	**OC TRANSIT, INC.**		**$36,000.00**
	Pupil Transportation (7230/7240)	TRANSPORTATION DEPARTMENT	
84236817	**JFK TRANSPORTATION**		**$28,987.50**
	Donations (Miscellaneous)	SEPULVEDA ELEMENTARY SCHOOL	
	Donations-ASB Transportation	MCFADDEN INTERMEDIATE SCHOOL	
	E-Business Academy [0473] CHS	CENTURY HIGH SCHOOL	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	LOWELL ELEMENTARY SCHOOL	
		MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	
		MONTE VISTA ELEMENTARY SCHOOL	
		PIO PICO ELEMENTARY SCHOOL	
		ROOSEVELT ELEMENTARY SCHOOL	
		VALLEY HIGH SCHOOL	
		WASHINGTON ELEMENTARY SCHOOL	
		WILSON ELEMENTARY SCHOOL	
	One-Time Discretionary Funds	SPURGEON INTERMEDIATE SCHOOL	
	Title I, Core Set Aside	VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	
	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	
		DAVIS ELEMENTARY SCHOOL	
		DIAMOND ELEMENTARY SCHOOL	
		GODINEZ FUNDAMENTAL HIGH SCHOOL	
		LATHROP INTERMEDIATE SCHOOL	
		SADDLEBACK HIGH SCHOOL	
		SANTA ANA HIGH SCHOOL	

SAUSD Board of Education Warrant Listing

May 26, 2017

Check #	Vendor	Location	Amount
		SEGERSTROM HIGH SCHOOL	
		SPECIAL PROJECTS/WELLNESS	
		VALLEY HIGH SCHOOL	
		VISUAL & PERFORMING ARTS	
84236814	**GUARANTY CHEVROLET MOTORS, INC.**		**$29,964.72**
	Ongoing & Major Maintenance Account	BUILDING SERVICES	
84236793	**TABLEAU SOFTWARE, INC.**		**$30,000.00**
	Unrestricted Discretionary Accounts	RESEARCH AND EVALUATION	
84236770	**DITCH WITCH OF SOUTHERN CALIFORNIA**		**$76,633.48**
	Ongoing & Major Maintenance Account	BUILDING SERVICES	
84236769	**DEPARTMENT OF GENERAL SERVICES**		**$251,523.74**
	Unrestricted - Regional Occupational Center Program (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	
84236761	**ATKINSON, ANDELSON, LOYA, RUUD & ROMO**		**$82,372.42**
	Unrestricted Discretionary Accounts	BUSINESS SERVICES DIVISION	
		HUMAN RESOURCES DIVISION	
84236758	**A. H. EDUCATIONAL SERVICES, INC. dba ELITE EDUCATION ANAHEIM**		**$25,800.00**
	Unrestricted - CAHSEE Intensive (7055)	K-12 SCHOOL PERFORMANCE AND CULTURE	

Fund 13 Cafeteria Fund

84236871	**LOEWY ENTERPRISES, INC. dba SUNRISE PRODUCE COMPANY**		**$50,391.53**
	Child Nutrition: School Programs	NUTRITION SERVICES	
84236853	**A & R WHOLESALE DISTRIBUTORS**		**$58,061.11**
	Child Nutrition: School Programs	NUTRITION SERVICES	

Fund 68 Workers' Compensation

84236886	**SANTA ANA UNIFIED SCHOOL DISTRICT WORKERS' COMPENSATION**		**$282,507.98**
	Fund 68 Workers' Compensation	RISK MANAGEMENT	

Grand Total: ***$980,079.69***

SAUSD Board of Education Warrant Listing

June 06, 2017

Check #	Vendor	Location	Amount
Fund 01 General Fund			
84237159	**ADVANTAGE WEST INVESTMENT ENTERPRISES, INC.**		**$41,818.79**
	Unrestricted Discretionary Accounts	BUILDING SERVICES	
84237129	**DAVE WILSON'S FORD OF ORANGE**		**$29,674.99**
	Unrestricted Discretionary Accounts	BUSINESS SERVICES DIVISION	
Fund 09 Charter School Fund			
84237250	**CULVER NEWLIN, INC.**		**$218,205.82**
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
	Fund 09 One-Time Discretionary Funds	ADVANCED LEARNING ACADEMY	
Fund 13 Cafeteria Fund			
84237255	**A & R WHOLESALE DISTRIBUTORS**		**$71,023.88**
	Child Nutrition: School Programs	NUTRITION SERVICES	
84237253	**A & R WHOLESALE DISTRIBUTORS**		**$55,818.16**
	Child Nutrition: School Programs	NUTRITION SERVICES	
Fund 25 Capital Facilities Fund			
84237279	**ROBERT CLAPPER CONSTRUCTION SERVICES, INC.**		**$376,481.29**
	Fund 25 Walker/Roosevelt Joint Use	WALKER ELEMENTARY SCHOOL	
84237277	**BALFOUR BEATTY CONSTRUCTION**		**$39,026.00**
	Fund 25 Valley P2P	VALLEY HIGH SCHOOL	
Fund 68 Workers' Compensation			
84237280	**SANTA ANA UNIFIED SCHOOL DISTRICT WORKERS' COMP.**		**$25,890.14**
	Fund 68 Workers' Compensation	RISK MANAGEMENT	

SAUSD Board of Education Warrant Listing

June 06, 2017

Check #	*Vendor*	*Location*	*Amount*
Fund 69 Health & Welfare			
84237283	**SANTA ANA UNIFIED SCHOOL DISTRICT**		**$439,408.51**
	Health & Welfare - Active Employees	DISTRICT EMPLOYEE BENEFITS	
	Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS	
84237282	**ALAMEDA COUNTY SCHOOLS INSURANCE GROUP (ACSIG)**		**$291,508.42**
	Health & Welfare - Active Employees	DISTRICT EMPLOYEE BENEFITS	
	Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS	
		Grand Total:	***$1,588,856.00***

SAUSD Board of Education Warrant Listing

June 08, 2017

Check #	Vendor	Location	Amount
Fund 01 General Fund			
84237001	**CULVER NEWLIN, INC.**		**$32,064.32**
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
	One-Time Discretionary Funds	JEFFERSON ELEMENTARY SCHOOL	
	Saturday Attendance Recovery Program (WIN)	JEFFERSON ELEMENTARY SCHOOL	
	Unrestricted Discretionary Accounts	BUILDING SERVICES	
		JEFFERSON ELEMENTARY SCHOOL	
		THORPE FUNDAMENTAL ELEMENTARY SCHOOL	
84236892	**EDWARD B. COLE, SR. ACADEMY**		**$93,243.00**
	Fund 01 General Fund	CASH ACCOUNT	
84236893	**MAGNOLIA EDUCATIONAL RESEARCH FOUNDATION**		**$321,506.00**
	Fund 01 General Fund	CASH ACCOUNT	
84236894	**NOVA ACADEMY EARLY COLLEGE HIGH SCHOOL**		**$118,787.00**
	Fund 01 General Fund	CASH ACCOUNT	
84236895	**ORANGE COUNTY EDUCATIONAL ARTS ACADEMY**		**$144,775.00**
	Fund 01 General Fund	CASH ACCOUNT	
84236896	**ORANGE COUNTY SCHOOL OF THE ARTS**		**$573,834.00**
	Fund 01 General Fund	CASH ACCOUNT	
84236898	**VISTA HERITAGE CHARTER MIDDLE SCHOOL**		**$86,103.00**
	Fund 01 General Fund	CASH ACCOUNT	
84236902	**ATKINSON, ANDELSON, LOYA, RUUD & ROMO**		**$119,791.89**
	Unrestricted Discretionary Accounts	HUMAN RESOURCES DIVISION	
84236906	**CITY OF SANTA ANA**		**$29,952.78**
	Unrestricted Discretionary Accounts	DISTRICTWIDE	
84236935	**RODOLFO CAZALES dba TOYAMA KARATE-DO**		**$25,421.20**
	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	AFTER SCHOOL PROGRAMS	

SAUSD Board of Education Warrant Listing

June 08, 2017

Check #	Vendor	Location	Amount
84236936	**SCHOOL SERVICES OF CALIFORNIA, INC.**		**$26,641.67**
	Unrestricted Discretionary Accounts	BUSINESS SERVICES DIVISION	
84236938	**SOUTHERN CALIFORNIA EDISON**		**$374,125.89**
	Head Start	CHILD DEVELOPMENT	
	Unrestricted Discretionary Accounts	DISTRICTWIDE	
84236955	**ARBORPRO, INC.**		**$27,362.75**
	Ongoing & Major Maintenance Account	BUILDING SERVICES	
84236890	**CITRUS SPRINGS CHARTER SCHOOL, INC.**		**$33,247.00**
	Fund 01 General Fund	CASH ACCOUNT	
84236997	**CDW GOVERNMENT, INC.**		**$42,069.69**
	21st Century ASSETS (roll-up 4124)	SANTA ANA HIGH SCHOOL	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	HOOVER ELEMENTARY SCHOOL	
		TAFT ELEMENTARY SCHOOL	
		VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	
		WASHINGTON ELEMENTARY SCHOOL	
	LCFF-Supplemental/Concentration	REACH ACADEMY	
	Ongoing & Major Maintenance Account	BUILDING SERVICES	
	Saturday Attendance Recovery Program (WIN)	SPURGEON INTERMEDIATE SCHOOL	
	Special Education	PSYCHOLOGICAL SERVICES/APE	
	Two-Way Digital ITFS Licensee Revenue	TECHNOLOGY	
	Unrestricted Discretionary Accounts	ACCOUNTING DEPARTMENT	
		BUSINESS SERVICES DIVISION	
		HENINGER ELEMENTARY SCHOOL	
		HUMAN RESOURCES DIVISION	
		K-12 SCHOOL PERFORMANCE AND CULTURE	
		MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	
		MONROE ELEMENTARY SCHOOL	
		VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	

SAUSD Board of Education Warrant Listing

Check #	Vendor	Location	Amount
84237007	**JFK TRANSPORTATION**		**$59,760.00**
	Donations (Miscellaneous)	CARVER ELEMENTARY SCHOOL	
		LINCOLN ELEMENTARY SCHOOL	
		MARTIN ELEMENTARY SCHOOL	
		ROOSEVELT ELEMENTARY SCHOOL	
		TAFT ELEMENTARY SCHOOL	
	Donations-ASB Transportation	GODINEZ FUNDAMENTAL HIGH SCHOOL	
		SADDLEBACK HIGH SCHOOL	
		SEGERSTROM HIGH SCHOOL	
		SPURGEON INTERMEDIATE SCHOOL	
	High School Inc.	VALLEY HIGH SCHOOL	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	DAVIS ELEMENTARY SCHOOL	
		FRANKLIN ELEMENTARY SCHOOL	
		HENINGER ELEMENTARY SCHOOL	
		KENNEDY ELEMENTARY SCHOOL	
		PIO-PICO ELEMENTARY SCHOOL	
		SADDLEBACK HIGH SCHOOL	
		SANTIAGO ELEMENTARY SCHOOL	
		SEGERSTROM HIGH SCHOOL	
		WASHINGTON ELEMENTARY SCHOOL	
	NCLB: Title I, School Improvement Grant QEIA	VALLEY HIGH SCHOOL	
	One-Time Discretionary Funds	SPURGEON INTERMEDIATE SCHOOL	
	Pupil Transportation (7230/7240)	TRANSPORTATION DEPARTMENT	
	Title I, Core Set Aside	VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	
	Unrestricted - Regional Occupational Center Program (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	
	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	
		GODINEZ FUNDAMENTAL HIGH SCHOOL	
		HOOVER ELEMENTARY SCHOOL	

SAUSD Board of Education Warrant Listing

Check #	Vendor	Location	Amount
		K-12 SCHOOL PERFORMANCE AND CULTURE	
		LATHROP INTERMEDIATE SCHOOL	
		MCFADDEN INTERMEDIATE SCHOOL	
		MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	
		ROMERO-CRUZ ELEMENTARY SCHOOL	
		SANTIAGO ELEMENTARY SCHOOL	
		SEGERSTROM HIGH SCHOOL	
	Unrestricted One-time Funds	TRANSPORTATION DEPARTMENT	
84237009	**JFK TRANSPORTATION**		**$58,698.75**
	Donations (Miscellaneous)	GODINEZ FUNDAMENTAL HIGH SCHOOL	
		LINCOLN ELEMENTARY SCHOOL	
		TAFT ELEMENTARY SCHOOL	
	Donations-ASB Transportation	SEGERSTROM HIGH SCHOOL	
	E-Business Academy [0473] CHS	CENTURY HIGH SCHOOL	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CENTURY HIGH SCHOOL	
		LOWELL ELEMENTARY SCHOOL	
		VALLEY HIGH SCHOOL	
	NCLB: Title I, School Improvement Grant QEIA	VALLEY HIGH SCHOOL	
	NJROTC	SADDLEBACK HIGH SCHOOL	
		SANTA ANA HIGH SCHOOL	
	Pupil Transportation (7230/7240)	TRANSPORTATION DEPARTMENT	
	Special Education	GODINEZ FUNDAMENTAL HIGH SCHOOL	
	Unrestricted - Regional Occupational Center Program (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	
	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	
		DAVIS ELEMENTARY SCHOOL	
		GODINEZ FUNDAMENTAL HIGH SCHOOL	
		MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	

SAUSD Board of Education Warrant Listing

Check #	Vendor	Location	Amount
		SADDLEBACK HIGH SCHOOL	
		SANTA ANA HIGH SCHOOL	
		SANTIAGO ELEMENTARY SCHOOL	
		SEGERSTROM HIGH SCHOOL	
		VALLEY HIGH SCHOOL	
		WALKER ELEMENTARY SCHOOL	
	Unrestricted One-time Funds	TRANSPORTATION DEPARTMENT	
84237010	**JFK TRANSPORTATION**		**$41,556.25**
	Donations-ASB Transportation	KING ELEMENTARY SCHOOL	
		SANTIAGO ELEMENTARY SCHOOL	
		SEGERSTROM HIGH SCHOOL	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CENTURY HIGH SCHOOL	
		EDISON ELEMENTARY SCHOOL	
		FRANKLIN ELEMENTARY SCHOOL	
		HARVEY ELEMENTARY SCHOOL	
		HENINGER ELEMENTARY SCHOOL	
		JACKSON ELEMENTARY SCHOOL	
		MADISON ELEMENTARY SCHOOL	
		SIERRA PREPARATORY ACADEMY	
		VALLEY HIGH SCHOOL	
		WASHINGTON ELEMENTARY SCHOOL	
	NJROTC	SANTA ANA HIGH SCHOOL	
	Pupil Transportation (7230/7240)	TRANSPORTATION DEPARTMENT	
	Title I, Core Set Aside	WILLARD INTERMEDIATE SCHOOL	
	Unrestricted Discretionary Accounts	K-12 SCHOOL PERFORMANCE AND CULTURE	
		K-12 TEACHING AND LEARNING	

SAUSD Board of Education Warrant Listing

Check #	Vendor	Location	Amount
		KENNEDY ELEMENTARY SCHOOL	
		ROMERO-CRUZ ELEMENTARY SCHOOL	
		SEGERSTROM HIGH SCHOOL	
		SIERRA PREPARATORY ACADEMY	
		TRANSPORTATION DEPARTMENT	
	Unrestricted One-time Funds	TRANSPORTATION DEPARTMENT	
84237023	**OC TRANSIT, INC.**		**$35,700.00**
	Pupil Transportation (7230/7240)	TRANSPORTATION DEPARTMENT	
84237044	**U S BANK - CAL CARD**		**$133,627.07**
	Unrestricted Discretionary Accounts	DISTRICTWIDE	
84236957	**AT&T DATACOMM, INC. dba AT&T DATACOMM**		**$31,394.99**
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
	Unrestricted Discretionary Accounts	DISTRICTWIDE	

Fund 13 Cafeteria Fund

84237079	**A & R WHOLESALE DISTRIBUTORS**		**$78,280.80**
	Child Nutrition: School Programs	NUTRITION SERVICES	
84237081	**A & R WHOLESALE DISTRIBUTORS**		**$43,126.39**
	Child Nutrition: School Programs	NUTRITION SERVICES	
84237083	**A & R WHOLESALE DISTRIBUTORS**		**$58,883.32**
	Child Nutrition: School Programs	NUTRITION SERVICES	
84237085	**A & R WHOLESALE DISTRIBUTORS**		**$88,130.37**
	Child Nutrition: School Programs	NUTRITION SERVICES	
84237106	**LOEWY ENTERPRISES, INC. dba SUNRISE PRODUCE**		**$50,838.79**
	Child Nutrition: School Programs	NUTRITION SERVICES	
84237108	**LOEWY ENTERPRISES, INC. dba SUNRISE PRODUCE**		**$41,312.93**
	Child Nutrition: School Programs	NUTRITION SERVICES	

SAUSD Board of Education Warrant Listing

Check #	Vendor	Location	Amount
84237110	**LOEWY ENTERPRISES, INC. dba SUNRISE PRODUCE**		**$44,143.74**
	Child Nutrition: School Programs	NUTRITION SERVICES	

Fund 40 Special Reserve Fund

84237120	**ROADWAY ENGINEERING AND CONTRACTING, INC.**		**$1,276,795.67**
	Emergency Repair Program-Williams Case	MCFADDEN INTERMEDIATE SCHOOL	

Grand Total: ***$4,091,174.26***

SAUSD Board of Education Warrant Listing

June 09, 2017

Check #	Vendor	Location	Amount
Fund 01 General Fund			
84237422	**APPLE, INC.**		**$107,031.47**
	21st Century ASSETS (roll-up 4124)	SANTA ANA HIGH SCHOOL	
		SEGERSTROM HIGH SCHOOL	
	Carl D Perkins Section 131 Career and Technical Education act of 1998	VOCATIONAL EDUCATION	
	CTE Incentive Grant Program	REGIONAL OCCUPATIONAL PROGRAM	
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CHAVEZ CONTINUATION HIGH SCHOOL	
		HENINGER ELEMENTARY SCHOOL	
		JACKSON ELEMENTARY SCHOOL	
		SANTA ANA HIGH SCHOOL	
		SANTIAGO ELEMENTARY SCHOOL	
		SIERRA PREPARATORY ACADEMY	
		SPURGEON INTERMEDIATE SCHOOL	
		WALKER ELEMENTARY SCHOOL	
	LCFF-Supplemental/Concentration	K-12 TEACHING AND LEARNING	
		REACH ACADEMY	
	Special Education	SPECIAL EDUCATION	
	Title I, Core Set Aside	SANTA ANA HIGH SCHOOL	
	Unrestricted Discretionary Accounts	ADAMS ELEMENTARY SCHOOL	
		ALTERNATIVE EDUCATION	
		EDUCATIONAL SERVICES DIVISION	
		HOOVER ELEMENTARY SCHOOL	
		MONROE ELEMENTARY SCHOOL	
	Unrestricted One-time Funds	EDUCATIONAL SERVICES DIVISION	
84237338	**CITRUS SPRINGS CHARTER SCHOOL, INC.**		**$33,247.00**
	Fund 01 General Fund	CASH ACCOUNT	

SAUSD Board of Education Warrant Listing

June 09, 2017

Check #	Vendor	Location	Amount
84237340	**EDWARD B. COLE, SR. ACADEMY**		**$93,243.00**
	Fund 01 General Fund	CASH ACCOUNT	
84237341	**EL SOL SCIENCE AND ARTS ACADEMY**		**$166,445.00**
	Fund 01 General Fund	CASH ACCOUNT	
84237342	**MAGNOLIA EDUCATIONAL RESEARCH FOUNDATION dba MAGNOLIA**		**$321,506.00**
	Fund 01 General Fund	CASH ACCOUNT	
84237343	**NOVA ACADEMY EARLY COLLEGE HIGH SCHOOL**		**$118,787.00**
	Fund 01 General Fund	CASH ACCOUNT	
84237344	**ORANGE COUNTY EDUCATIONAL ARTS ACADEMY**		**$144,775.00**
	Fund 01 General Fund	CASH ACCOUNT	
84237345	**ORANGE COUNTY SCHOOL OF THE ARTS**		**$573,834.00**
	Fund 01 General Fund	CASH ACCOUNT	
84237347	**VISTA HERITAGE CHARTER MIDDLE SCHOOL**		**$86,103.00**
	Fund 01 General Fund	CASH ACCOUNT	
84237351	**APPLE, INC.**		**$213,080.19**
	21st Century ASSETS (roll-up 4124)	GODINEZ FUNDAMENTAL HIGH SCHOOL	
		SANTA ANA HIGH SCHOOL	
	Carl D Perkins Section 131 Career and Technical Education act of 1998	VOCATIONAL EDUCATION	
	CTE Incentive Grant Program	REGIONAL OCCUPATIONAL PROGRAM	
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
	Head Start	CHILD DEVELOPMENT	
	IASA:Title I Basic Grants Low-Income and Neglected, Part A	GARFIELD ELEMENTARY SCHOOL	
		MUIR FUNDAMENTAL ELEMENTARY SCHOOL	
		SANTA ANA HIGH SCHOOL	
		SEPULVEDA ELEMENTARY SCHOOL	
		WASHINGTON ELEMENTARY SCHOOL	

SAUSD Board of Education Warrant Listing

Check #	Vendor	Location	Amount
	LCFF-Supplemental/Concentration	K-12 TEACHING AND LEARNING	
	Medi-Cal Billing Option	PSYCHOLOGICAL SERVICES/APE	
		SPEECH & LANGUAGE	
	Special Education	SPECIAL EDUCATION	
	Title I, Core Set Aside	WILLARD INTERMEDIATE SCHOOL	
	Unrestricted Discretionary Accounts	DAVIS ELEMENTARY SCHOOL	
		EDUCATIONAL SERVICES DIVISION	
		GODINEZ FUNDAMENTAL HIGH SCHOOL	
		K-12 SCHOOL PERFORMANCE AND CULTURE	
		KENNEDY ELEMENTARY SCHOOL	
		MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	
		TECHNOLOGY INNOVATION SERVICES	
84237352	**AREY JONES EDUCATIONAL SOLUTIONS**		**$89,168.17**
	21st Century ASSETS (roll-up 4124)	SANTA ANA HIGH SCHOOL	
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CENTURY HIGH SCHOOL	
		MARTIN ELEMENTARY SCHOOL	
		THORPE FUNDAMENTAL ELEMENTARY SCHOOL	
		VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	
	One-Time Discretionary Funds	DIAMOND ELEMENTARY SCHOOL	
	Positive School Climate Model	SCHOOL CLIMATE	
	Unrestricted Discretionary Accounts	BUDGET	
		THORPE FUNDAMENTAL ELEMENTARY SCHOOL	
84237329	**APPLE, INC.**		**$27,804.34**
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	HEROES ELEMENTARY SCHOOL	
		JACKSON ELEMENTARY SCHOOL	
		MUIR FUNDAMENTAL ELEMENTARY SCHOOL	

SAUSD Board of Education Warrant Listing

Check #	Vendor	Location	Amount
	LCFF-Supplemental/Concentration	EDUCATIONAL SERVICES DIVISION	
	Medi-Cal Billing Option	SPECIAL EDUCATION	
	S.D. Bechtel, Jr. Foundation	STAFF DEVELOPMENT	
	Two-Way Digital ITFS Licensee Revenue	TECHNOLOGY	
	Unrestricted Discretionary Accounts	DAVIS ELEMENTARY SCHOOL	
		K-12 TEACHING AND LEARNING	
		MONROE ELEMENTARY SCHOOL	
		TECHNOLOGY INNOVATION SERVICES	
84237391	**GOVCONNECTION**		**$27,711.04**
	21st Century ASSETS (roll-up 4124)	GODINEZ FUNDAMENTAL HIGH SCHOOL	
	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	FREMONT ELEMENTARY SCHOOL	
		KING ELEMENTARY SCHOOL	
		MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	
		SADDLEBACK HIGH SCHOOL	
		SEGERSTROM HIGH SCHOOL	
		TAFT ELEMENTARY SCHOOL	
		WILSON ELEMENTARY SCHOOL	
	LCFF-Supplemental/Concentration	SCHOOL CLIMATE	
	Ongoing & Major Maintenance Account	BUILDING SERVICES	
	Special Education	SPECIAL EDUCATION	
	Title I, Core Set Aside	MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	
		ROMERO-CRUZ ELEMENTARY SCHOOL	
	Unrestricted Discretionary Accounts	CONSTRUCTION	
		MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	
		MUIR FUNDAMENTAL ELEMENTARY SCHOOL	
		REACH ACADEMY	

SAUSD Board of Education Warrant Listing

June 09, 2017

Check #	Vendor	Location	Amount
84237423	**AREY JONES EDUCATIONAL SOLUTIONS**		**$120,563.93**
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CENTURY HIGH SCHOOL	
		FREMONT ELEMENTARY SCHOOL	
		GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	
		HENINGER ELEMENTARY SCHOOL	
		JACKSON ELEMENTARY SCHOOL	
		SEPULVEDA ELEMENTARY SCHOOL	
	Title I, Core Set Aside	WILLARD INTERMEDIATE SCHOOL	
	Unrestricted Discretionary Accounts	HARVEY ELEMENTARY SCHOOL	
		MONROE ELEMENTARY SCHOOL	
		RESEARCH AND EVALUATION	
		ROMERO-CRUZ ELEMENTARY SCHOOL	
		TECHNOLOGY INNOVATION SERVICES	
		TRANSPORTATION DEPARTMENT	
84237424	**AT&T DATACOMM, INC. dba AT&T DATACOMM**		**$525,328.74**
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
	Unrestricted Discretionary Accounts	DISTRICTWIDE	
84237433	**THE ACME NETWORK**		**$172,800.00**
	California Career Pathways Trust	REGIONAL OCCUPATIONAL PROGRAM	
84237450	**CULVER NEWLIN, INC.**		**$34,892.21**
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
	One-Time Discretionary Funds	ESQUEDA ELEMENTARY SCHOOL	
		JEFFERSON ELEMENTARY SCHOOL	
84237452	**JFK TRANSPORTATION**		**$36,400.00**
	Pupil Transportation (7230/7240)	TRANSPORTATION DEPARTMENT	
	Unrestricted One-time Funds	TRANSPORTATION DEPARTMENT	

SAUSD Board of Education Warrant Listing

June 09, 2017

Check #	Vendor	Location	Amount
84237472	**PEARSON ED, INC.**		**$27,861.60**
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
	Lottery: Instructional Materials	STATE TEXTBOOKS	
84237488	**AMERICAN LOGISTICS COMPANY, LLC**		**$30,501.00**
	Pupil Transportation (7230/7240)	TRANSPORTATION DEPARTMENT	
84237355	**AT&T DATACOMM, INC. dba AT&T DATACOMM**		**$364,228.25**
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
	Unrestricted Discretionary Accounts	DISTRICTWIDE	

Fund 13 Cafeteria Fund

84237530	**LOEWY ENTERPRISES, INC. dba SUNRISE PRODUCE COMPANY**		**$54,143.49**
	Child Nutrition: School Programs	NUTRITION SERVICES	
84237507	**A & R WHOLESALE DISTRIBUTORS**		**$36,361.21**
	Child Nutrition: School Programs	NUTRITION SERVICES	
84237510	**A & R WHOLESALE DISTRIBUTORS**		**$43,418.08**
	Child Nutrition: School Programs	NUTRITION SERVICES	
84237512	**CHEFS' TOYS**		**$52,498.65**
	Child Nutrition: School Programs	GODINEZ FUNDAMENTAL HIGH SCHOOL	
		GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	
		MCFADDEN INTERMEDIATE SCHOOL	
		MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	
		NUTRITION SERVICES	
		SANTA ANA HIGH SCHOOL	
		SPURGEON INTERMEDIATE SCHOOL	
		VALLEY HIGH SCHOOL	
		WILLARD INTERMEDIATE SCHOOL	

Grand Total: ***$3,501,732.37***

SAUSD Board of Education Warrant Listing

June 13, 2017

Check #	Vendor	Location	Amount
Fund 01 General Fund			
84237602	**JFK TRANSPORTATION**		**$32,763.75**
	Donations (Miscellaneous)	CHAVEZ CONTINUATION HIGH SCHOOL	
		ROOSEVELT ELEMENTARY SCHOOL	
	Donations-ASB Transportation	FREMONT ELEMENTARY SCHOOL	
		GODINEZ FUNDAMENTAL HIGH SCHOOL	
		KING ELEMENTARY SCHOOL	
		SPURGEON INTERMEDIATE SCHOOL	
	Global Business Academy [0190] VHS	VALLEY HIGH SCHOOL	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CHAVEZ CONTINUATION HIGH SCHOOL	
		DAVIS ELEMENTARY SCHOOL	
		GODINEZ FUNDAMENTAL HIGH SCHOOL	
		JEFFERSON ELEMENTARY SCHOOL	
		MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	
		MADISON ELEMENTARY SCHOOL	
		MCFADDEN INTERMEDIATE SCHOOL	
		MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	
		MONTE VISTA ELEMENTARY SCHOOL	
		SANTA ANA HIGH SCHOOL	
		SANTIAGO ELEMENTARY SCHOOL	
	LCFF-Supplemental/Concentration	EDUCATIONAL SERVICES DIVISION	
		K-12 SCHOOL PERFORMANCE AND CULTURE	
	One-Time Discretionary Funds	SPURGEON INTERMEDIATE SCHOOL	
	Pupil Transportation (7230/7240)	TRANSPORTATION DEPARTMENT	
	Special Ed: Mental Health Services	GODINEZ FUNDAMENTAL HIGH SCHOOL	
	Unrestricted Discretionary Accounts	DIAMOND ELEMENTARY SCHOOL	
		K-12 SCHOOL PERFORMANCE AND CULTURE	
		LATHROP INTERMEDIATE SCHOOL	
		PUPIL SUPPORT SERVICES	

SAUSD Board of Education Warrant Listing

June 13, 2017

Check #	*Vendor*	*Location*	*Amount*
		SEGERSTROM HIGH SCHOOL	
		SIERRA PREPARATORY ACADEMY	
		SPECIAL PROJECTS/WELLNESS	
		SPURGEON INTERMEDIATE SCHOOL	
		VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	
		WILLARD INTERMEDIATE SCHOOL	
84237593	**DURHAM SCHOOL SERVICES, L.P.**		**$951,462.35**
	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	HOOVER ELEMENTARY SCHOOL	
	Pupil Transportation (7230/7240)	TRANSPORTATION DEPARTMENT	
		Grand Total:	***$984,226.10***

AGENDA ITEM BACKUP SHEET
June 27, 2017

Board Meeting

TITLE: **Approval of Rejection of Government Code §910 and §910.2 Claim Against Santa Ana Unified School District – File Number: LBI 1603726 RV**

ITEM: **Consent**
SUBMITTED BY: **Edmond T. Heatley, Ed.D., Deputy Superintendent, Administrative Services**
PREPARED BY: **Camille Boden, Executive Director, Risk Management**

BACKGROUND INFORMATION:

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.

ITEM SUMMARY:

- File No. LBI 1603726 RV alleges physical injuries.

DESCRIPTION OF DAMAGE/INJURY:

The purpose of this agenda item is to reject Government Code §910 and §910.2 claim against the District, File Number: LBI 1603726 RV.

FUNDING:

No fiscal impact.

RECOMMENDATION:

Recommend rejection of Government Code §910 and §910.2 claim against the District, File Number: LBI 1603726 RV.

EH:cb:mm

AGENDA ITEM BACKUP SHEET
June 27, 2017

Board Meeting

TITLE: **Approval of Resolution No. 16/17-3195 - General Liability Coverage for Volunteer Medical Team Doctors-District High Schools**

ITEM: **Consent**
SUBMITTED BY: **Edmond T. Heatley, Ed.D., Deputy Superintendent, Administrative Services**
PREPARED BY: **Camille Boden, Executive Director, Risk Management**

BACKGROUND INFORMATION:

The District's General Liability Memorandum of Coverage (MOC) states that persons donating their time must be named as volunteers by the District's Governing Board in order for these volunteers to be eligible for coverage under the Alliance of Schools for Cooperative Insurance Program's (ASCIP) Memorandum of Coverage.

ITEM SUMMARY:

- Adoption of Resolution No. 16/17-3195 for General Liability Coverage for Volunteer Medical Team Doctors for District High School sports events.

In order to cover our medical doctors as volunteers under ASCIP's Liability Memorandum of Coverage, a formal Board Resolution must be executed.

RATIONALE:

The purpose of this agenda is to seek Board adoption of Resolution No. 16/17-3195 – General Liability Coverage for Volunteer Medical Team Doctors for District High School Sports Events.

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

FUNDING:

No fiscal impact.

RECOMMENDATION:

Adopt Resolution No. 16/17-3195 for General Liability Coverage for Volunteer Medical Team Doctors for District High School sports events.

EH:cb:mm

RESOLUTION NO. 16/17-3195

BOARD OF EDUCATION

SANTA ANA UNIFIED SCHOOL DISTRICT

ORANGE COUNTY, CALIFORNIA

GENERAL LIABILITY COVERAGE FOR VOLUNTEER MEDICAL TEAM DOCTORS-DISTRICT HIGH SCHOOLS

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Education of the Santa Ana Unified School District that the following persons whose volunteer services are accepted in accordance with District regulations and policy shall be covered by the District's Liability insurance program. The type of approved volunteer services shall be on file in the Risk Management Department and maintained at the school site by the site principal or his/her designee prior to commencing volunteer services. This list shall be kept at the school site for a period of not of less than one year and will contain the volunteer's names, description of services, date of service and time on campus.

PASSED AND ADOPTED, by the Governing Board on **June 27, 2017** by the following vote:

AYES:
NOES:
ABSENT:

I, Cecilia "Ceci" Iglesias, Clerk of the Governing Board, do hereby certify that the foregoing is a true and correct copy of Resolution No. 16/17-3195, which was duly adopted by the Board of Education of the Santa Ana Unified School District at meeting thereof held on said date

WITNESSED my hand this 27th day of June, 2017.

_____

Cecilia "Ceci" Iglesias,
Clerk of the Board of Education
Santa Ana Unified School District

AGENDA ITEM BACKUP SHEET
June 27, 2017

Board Meeting

TITLE: **Approval of Technical Submission of General Waiver on Behalf of Orange County Educational Arts Academy Charter School Transitional Kindergarten Program to State Board of Education**

ITEM: **Consent**
SUBMITTED BY: **Edmond T. Heatley, Ed.D., Deputy Superintendent, Administrative Services**
PREPARED BY: **Mavis Mitchell, Charter Schools Financial Coordinator**

ITEM SUMMARY:

- With the repeal of *EC* Section 33054, charter schools are no longer able to directly submit a General Waiver to CDE. OCEAA is requesting that SAUSD facilitate the submission of a General Waiver by utilizing its access to the online CDE Waiver Submission system to submit the waiver request on behalf of the charter school.

BACKGROUND INFORMATION:

Effective January 7, 2007, California Education Code (*EC*) Section 33054 which allowed a charter school to submit a General Waiver request on its own behalf was repealed. This means that a charter school can no longer directly submit a General Waiver request. The charter school must request that the chartering district utilize its access to the online California Department of Education (CDE) Waiver Submission system to submit the waiver request on behalf of the charter school. Authorizer approval of the waiver request is not required.

Orange County Educational Arts Academy (OCEAA) has prepared a General Waiver to facilitate a request to waive *EC* Section 37202, the equity length of time requirement that all students at a given grade level in a district receive "an equal length" of instructional time. The OCEAA governing board has met the CDE requirements for preparation and submission of the waiver for its transitional kindergarten and kindergarten programs and has submitted supporting documentation to SAUSD to verify that the requirements have been met. A draft copy of the General Waiver has been provided to SAUSD to facilitate the on-line submission on behalf of the charter school.

RATIONALE:

The administration seeks Board permission to act on behalf of OCEAA, a SAUSD authorized charter school, by providing technical assistance to submit a Request for a General Waiver to the State Board of Education (SBE).

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

FUNDING:

No fiscal impact.

RECOMMENDATION:

Consent to act on behalf of Orange County Educational Arts Academy Charter School by providing technical assistance to submit a General Waiver Request to waive Education Code Section 37202, the equity length of time requirement for Transitional Kindergarten and Kindergarten Programs, to the State Board of Education.

EH:mm:mm

AGENDA ITEM BACK-UP SHEET
June 27, 2017

Board Meeting

TITLE: **Authorization to Reject all Bids Received for Bid No. 11-17 for District Vehicles**

ITEM: **Consent**
SUBMITTED BY: **Edmond T. Heatley, Ed.D., Deputy Superintendent, Administrative Services**
PREPARED BY: **Jonathan Geiszler, Director, Purchasing and Stores**

BACKGROUND INFORMATION:

Staff issued Bid No. 11-17 for the purchase of District vehicles to assist in the facilitation of the purchase of new vehicles for various departments on an as needed basis.

ITEM SUMMARY:

- Reject bids for Bid No. 11-17.
- Staff will issue new bids.

RATIONALE:

The purpose of this agenda item is to seek Board approval to reject all bids received for Bid No. 11-17 for District vehicles.

Staff issued a bid for vehicles, performed outreach to local dealers, and direct to vehicle manufacturers to inform them of the bid availability. Due to the pending model year change over from 2017-18 only one complete submission was received.

Therefore, staff recommends rejecting all bids and rebidding, to ensure that we receive a greater number of bids and dealers have sufficient time to acquire pricing from the manufactures.

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

FUNDING:

No fiscal impact.

RECOMMENDATION:

Approve the rejection of all bids received for Bid No. 11-17 for District vehicles.

EH:jg:mm

AGENDA ITEM BACKUP SHEET
June 27, 2017

Board Meeting

TITLE: **Approval to Substitute Subcontractor for Plastering and Drywall Installation for Bid Package No. 1 - Roosevelt/Walker Joint-Use Community Center**

ITEM: **Consent**
SUBMITTED BY: **Orin L. Williams, Assistant Superintendent, Facilities and Governmental Relations**
PREPARED BY: **Orin L. Williams, Assistant Superintendent, Facilities and Governmental Relations**

BACKGROUND INFORMATION:

ITEM SUMMARY:

- The original subcontractor, Creamer & Son, has requested to withdraw their proposal due to a conflict with written scope
- Funded through City Community Development Block Grant
- No negative impact to SAUSD

The purpose of this agenda item is to seek Board approval to substitute the subcontractor for plastering and drywall installation for Bid Package No. 1 – Roosevelt/Walker Joint-use Community Center. Pursuant to Public Contract Code Section 4107, "the awarding authority, may, except as otherwise provided in Section 4107.5 consent to the substitution of a subcontractor in any of the following situations occur: when the subcontractor listed in the bid, after having had a reasonable opportunity to do so, fails or ***refuses to execute a written contract*** or fails or refuses to meet the bond requirements of the prime contractor as set forth in Section 4108."

RATIONALE:

At its December 13, 2016 meeting, the Board awarded a contract for Bid Package No. 1 - Roosevelt/Walker Joint-use Community Center to R.C. Construction. R.C. Construction has requested the substitution from Creamer & Son to Caston Inc. for plastering and Vejar Construction, Inc. for drywall installation due to an impasse where Creamer & Son refused to execute a written contract with R.C. Construction regarding subcontract execution. The District is in compliance with Public Contract Code Section 4107.

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

FUNDING:

No fiscal impact to the District.

RECOMMENDATION:

Approve the substitute subcontractors Caston Inc. for plastering and Vejar Construction, Inc. for drywall installation for Bid Package No. 1 - Roosevelt/Walker Joint-use Community Center.

OW:rb

CONSTRUCTION SERVICES, INC.

Santa Ana Unified School District
1601 East Chestnut Avenue
Santa Ana, California 92701-6322

May 19, 2017

Reference: Roosevelt Walker Joint-Use Community Center
DSA A#: 04-114147

Attention: Mr. Dave Woolsey

Regarding: Subcontractor Substitution

Dear Mr. Woolsey,

Please accept this letter as RC Construction, Inc.'s formal request to substitute out listed subcontractor Creamer & Son and replace them with Caston Inc. for Plastering and Vejar for Drywall installation. Unfortunately, after numerous conference calls, email exchanges, and a good faith effort to come to mutually acceptable scope of work, terms, and conditions, RC Construction and Creamer & Son reached an impasse regarding subcontract execution.

In that we had exhausted all reasonable and good faith efforts to reach a fair and reasonable agreement consistent with the Project Contract Documents, RC Construction's standard form subcontract, and the Creamer & Son bid proposal that we relied upon at the time of bid, we must replace Creamer & Son in accordance with the California Public Contracting Code sections 4100 *et seq.*, the "Subcontracting Act".

As you can see from the attached letter from Creamer & Son, they have asked to withdraw from this project despite our efforts noted above. We trust that you will accept the substitution and, in turn, approve the replacement subcontractors, Caston Inc. and Vejar. Accordingly, upon receipt of your formal approval of the substitution, RC Construction will be entering into a subcontract with Caston Inc. and Vejar.

Trusting that this will bring immediate closure to this critical matter your cooperation in expediting is greatly appreciated.

If you have any questions, comments, or concerns, please contact me.

Respectfully,

RC Construction Services, Inc.

Michael Priore
Project Manager

Cc; Mr. Bob Clapper
Project File

"Do a job big or small, Do it right or not at all"

St. Lic. #439466

Creamer & Son

Plastering Co.

10533 Fremont Street • Yucaipa, CA 92399

(909) 790-8006
Fax (909) 790-8007

January 30, 2017
RC Construction Services, Inc.
2223 N. Locust Ave
Rialto, CA 92377

ATTN: Michael Priore-Project Manager

RE: Roosevelt-Walker Joint Use Community Center
Santa Ana, CA 92701

Dear Sir,
We found the following items, that we consider were not included in our bid proposal or required by a written scope of work. The items in question are in and part of EXHIBIT "B" as follows.

Specification section 072500 or any part there of was not included, as are items 5 and 11 also not included.

Items 9, 15 33, 34, 35, 37, 40, 41, 42 (framing), 44, 45, 49, 51, 52, 53, and 54 are not included in our bid proposal (as noted) and this project is wood framing, these items are associated with metal framing and then only if so specified or as applicable.

Item 12, No EIFS or foam shapes included.
Item 21, No Lathing or Scratch for Stone Veneer areas exterior or interior.
Item 22, Not included.
Item 25, We do not share trash costs and provide our own rubbish removal and hauling.

In the Lath/Plaster spec, building a 20'X14' mock up is ridiculous and unnecessary.

Payment and Performance bonds were not included with our proposal.
In the contract, Article 28 is one sided, we believe if there is any dispute, both parties should be able to mutually agree to an arbitrator(s), we never have such issues, but this is not acceptable We therefore withdraw our proposal and have no further interest.

Creamer & Son Plastering and Drywall Co.

Stefan Creamer
Principal

AGENDA ITEM BACKUP SHEET
June 27, 2017

Board Meeting

TITLE: **Approval of Ratification of Affiliated Site Agreement (Internship) with Chapman University for Athletic Training Program**

ITEM: **Consent**
SUBMITTED BY: **Mark A. McKinney, Associate Superintendent, Human Resources**
PREPARED BY: **Alicia Skibby, Program Specialist, Human Resources**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the ratification of the Affiliated Site Agreement (internship) with Chapman University for the Athletic Training Program. This three year program is to support the two classified staff members in the development, implementation, and evaluation of the athletic training student clinical experience and professional preparation. The program will increase the Master of Science in Athletic Training that is accredited by Commission on Accreditation of Athletic Training in Education.

RATIONALE:

The athletic training program placements are a required component of the Master of Science in Athletic Training that is accredited by Commission on Accreditation of Athletic Training in Education Program. Athletic Training Students have a preceptor providing guidance and feedback in order to meet the educational competencies and clinical proficiencies specified by the University. The program would assist in increasing the percentage of qualified classified Athletic Trainers.

FUNDING:

No Fiscal Impact

RECOMMENDATION:

Approve of the ratification of the Affiliated Site Agreement with Chapman University for the Athletic Training Program.

MAM:nr:ea

CHAPMAN UNIVERSITY | CREAN COLLEGE OF HEALTH AND BEHAVIORAL SCIENCES

ONE UNIVERSITY DRIVE
ORANGE, CALIFORNIA 92866
CHAPMAN.EDU

(714) 744-7650
creancollege@chapman.edu

ATHLETIC TRAINING PROGRAM

AFFILIATED SITE AGREEMENT

This Affiliated Site Agreement (hereinafter, "**Agreement**") is made and entered into on **June 19, 2017** by and between Chapman University, a California nonprofit public benefit corporation (hereinafter, "**University**"), and Santa Ana Unified School District (hereinafter, "**Affiliated Site**").

Recitals:

WHEREAS, the University has a graduate program in Athletic Training which awards a Master of Science degree in Athletic Training that is accredited by the Commission on Accreditation of Athletic Training Education (hereinafter, "**CAATE**") and the Western Association of Schools and Colleges; and

WHEREAS, clinical experience is required as an integral component of the athletic training curriculum and professional preparation; and

WHEREAS, the University desires the cooperation of the Affiliated Site and its staff in the development, implementation, and evaluation of the athletic training student clinical experience and professional preparation; and

WHEREAS, the Affiliated Site will benefit from the professional services provided by the athletic training students of the University; and

WHEREAS, the parties have found it to be in the public interest for the Affiliated Site to join the University in satisfying the curriculum requirements and professional preparation of athletic training students.

NOW, THEREFORE, the University and Affiliated Site agree to the following terms and conditions for the establishment and operation of a clinical education program.

I. **The PARTIES Mutually Agree**:

A. This Agreement shall continue in force, effective from **June 19, 2017** to and including **June 30, 2020**. This Agreement may be renewed for a one (1) year period by mutual consent of both parties. This Agreement may be terminated by either party with or without cause upon ninety (90) days written notice, provided that (subject to the other terms of this Agreement) all students currently enrolled in the clinical education program at the Affiliated Site at the time of notice of termination shall be given the opportunity to complete the clinical education program at the Affiliated Site.

B. The parties shall follow the cognitive and psychomotor competencies and clinical proficiencies specified by CAATE for the clinical education experience, utilize methods for their implementation, and continually evaluate the effectiveness of the clinical experience in meeting the didactic and clinical delivery of the curriculum for athletic training students.

C. The Affiliated Site's certified athletic trainer (ATC) must be recognized as a "preceptor" defined by CAATE and the University.

D. The Affiliated Site's health-care provider (*e.g.*, physician, physician assistant, nurse, physical therapist) who is not a certified athletic trainer must be recognized as a "preceptor" defined by CAATE and the University.

E. The period for each athletic training student's clinical experience shall be mutually agreed upon prior to beginning the clinical education program.

F. The number of students able to participate in the Affiliated Site's clinical education program will be mutually determined by agreement of the parties and may be altered by mutual agreement, with due consideration given to the clinical space available.

G. The Affiliated Site may request the University to withdraw from the Affiliated Site's clinical experience program any student who the Affiliated Site determines is not performing satisfactorily, or who refuses to follow the Affiliated Site's administrative and patient care policies, procedures, rules and regulations. Such request shall be in writing and must include a statement of reason(s) why the Affiliated Site desires to have the student withdrawn. The University may withdraw a student from the clinical program at any time, upon written notice to the Affiliated Site.

H. Neither party shall discriminate in the assignment of athletic training students based on race, color, disability, sex, religion, national origin, sexual orientation, ancestry, or any other basis prohibited by law.

I. The University agrees to indemnify, hold harmless, and defend the Affiliated Site, its agents, and employees from and against all loss or expense (including costs and attorney's fees) resulting from liability imposed by law upon the Affiliated Site because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the University, its trustees, agents, or employees.

J. The Affiliated Site agrees to indemnify, hold harmless, and at the University's request, defend the University, its trustees, agents and employees from and against all loss or expenses (including costs and attorney's fees) resulting from liability imposed by law upon the University because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with

this Agreement, and due or claimed to be due to the negligence of the Affiliated Site, its agents, or employees.

K. The parties agree that the athletic training students are fulfilling specific requirements for the field experiences as part of a degree requirement and, therefore, regardless of the nature or extent of the acts performed by them, the students are not to be considered employees or agents of either the University or the Affiliated Site for any purpose including Workers' Compensation or employee benefit programs, and the students shall not be entitled to any monetary remuneration for services performed by them in the course of their training.

L. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class as follows:

To **University**:

Chapman University
One University Drive
Orange, California 92866
Attention: Office of the Executive Vice President & COO

with a copy to:

Chapman University
Athletic Training Education Program
One University Drive
Orange, California 92866
Attention: Jason Bennett, Director

To **Affiliated Site**:

Santa Ana Unified School District
1601 East Chestnut Avenue
Santa Ana, California 92701
Attention: Tina Douglas, Associate Superintendent of Business Services

M. Both parties acknowledge that they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties, and neither party shall so hold itself out. Neither party shall have any right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.

N. Neither party hereto shall have the right, directly or indirectly, to assign, transfer, convey or encumber any of its rights under this Agreement without the prior written consent of the other party hereto. Subject to the foregoing,

this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the University and the Affiliated Site.

O. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any precisions contained herein.

P. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.

Q. This Agreement shall be governed by the laws of the State of California. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such action shall be Orange County, California.

II. **The AFFILIATED SITE Agrees**:

A. To provide time and training for the preceptor who supervises and coordinates the clinical education experience with the University's Clinical Education Coordinator. The aforementioned individual shall meet the criteria established by the Board of Certification, Inc. (hereinafter, "**BOC**") and CAATE standards for the supervision of athletic training students in the clinical education setting.

B. To provide the preceptor with reasonable time to plan and implement the clinical education experience including, when feasible, time to attend relevant meetings and conferences.

C. To structure the clinical experience as needed to meet the educational competencies and clinical proficiencies specified by the University, utilize methods for their implementation, and continually evaluate the effectiveness of the clinical experience in meeting the didactic and clinical delivery of the curriculum for athletic training students. The Affiliated Site will attempt to meet the mission, goals and objectives set forth by the University within the constraints of the Affiliated Site's physical environment, patient load, and clinical experience.

D. To advise the University of any changes in its personnel, operation, or policies which may affect the clinical education experience.

E. To provide the athletic training student with a copy of the Affiliated Site's rules, regulations, policies, and procedures with which the athletic training student is expected to comply.

F. To provide for emergency health care of the athletic training student in case of accident at the expense of the student.

G. Upon reasonable request, to permit the University and/or appropriate agencies charged with the responsibility of accrediting or approving the athletic training education program to inspect the clinical facilities, services available for clinical experience, student records and other materials pertaining to the clinical education program.

H. To evaluate the performance of the athletic training student on a regular basis using the evaluation forms provided by the University. The University is to be notified, by at least midterm, of any serious deficit noted in that assigned athletic training student's ability to accomplish the objectives set forth for that clinical experience. (It will then be the mutual responsibility of the assigned student and preceptor to devise a plan by which the student may be assisted to achieve the stated objectives.)

I. To forward a copy of the student's final written evaluation of clinical rotation objectives reflecting competency completion and clinical proficiency acquisition, upon completion of the clinical education experience to the University's Clinical Education Coordinator or Athletic Training Program Director within five (5) working days of the end of a student's rotation (if applicable).

J. To comply with all federal, state, and local statutes and regulations applicable to the operation of the program, including without limitation laws relating to the confidentiality of student records.

K. To promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the Affiliated Site or involving employees or agents of the Affiliated Site, to take prompt and effective remedial action when discrimination or harassment is found to have occurred, and to promptly notify the University of the existence and outcome of any complaint of harassment by, against, or involving any participating student.

L. To provide, upon request by any participating student, with such reasonable accommodations at the Affiliated Site as required by law in order to allow qualified disabled students to participate in the program.

M. To maintain the following minimal coverage in full force and effect, at its sole expense and written by carriers acceptable to the University:

1. Commercial General Liability (Minimum Requirements):

   <u>Limits of Liability</u>:
   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $1,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal & Advertising Injury
   $5,000 Medical Payments

2. The Affiliated Site shall supply an insurer's Certificate of Insurance (hereinafter, "**COI**") on an Acord™ 25 form stating that there is insurance in effect with the minimum limits shown above. Each COI shall specify that should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. By endorsement to all liability policies, the University shall be named as an additional insured as its interest may appear with regard to activity and/or operations under the Agreement. Insurance required under this Agreement shall be primary insurance as respects the University, its trustees, officers, employees, representatives, agents and assigns, and any insurance maintained by the University shall be excess and shall not contribute with it. All policies must be issued by insurers currently rated by A.M. Best as "(A-) IX" or better.

III. **The UNIVERSITY Agrees**:

A. To assume responsibility for the professional preparation of the athletic training students in compliance with the standards and guidelines as set forth by the CAATE, the National Athletic Trainers' Association, and the BOC.

B. To establish and maintain ongoing communication with the Affiliated Site's preceptor on items pertinent to athletic training education and the clinical education of University's athletic training students. (Such communication might include, but is not limited to, a description of the experience, student biographical information, policies, and faculty qualification.) On-site visits will be arranged when feasible or upon request by the Affiliated Site's preceptor.

C. To place at the Affiliated Site only those athletic training students who have satisfactorily completed the prerequisite didactic portion of the curriculum.

D. To inform the athletic training students of the Affiliated Site's requirements for acceptance when applicable.

E. To provide the Affiliated Site, upon request to the University's Clinical Education Coordinator or Athletic Training Program Director, written certification concerning a participating student's health and any immunization against communicable diseases.

F. To provide the Affiliated Site, upon request, a COI evidencing the University's general liability insurance coverage relative to bodily injury and property damage with limits as set forth in Section II.M hereof and to further provide evidence of professional liability insurance coverage for any participating student in connection with the student's professional activities at the Affiliated Site under the Agreement.

G. To supply the Affiliated Site's preceptor with all appropriate didactic and clinical syllabi and evaluation instruments reflecting the educational competencies and clinical proficiencies necessary for proper clinical education instruction, supervision, and evaluation.

H. To have each athletic training student provide, prior to commencement of the clinical experience, such confidential information as may be required by the Affiliated Site as deemed necessary for the training and guidance of the students, together with the student's authorization for release of such information, as required by law.

I. To inform the athletic training students that they must abide by existing rules and regulations of the Affiliated Site.

J. To inform the athletic training students that they must be cleared, if required by the Affiliated Site, from an absence caused by injury or illness, by a physician.

K. To instruct the athletic training students to provide evidence of health insurance coverage at the beginning of the clinical experience.

This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof, and no change in, modification of or addition, amendment or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.

This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same agreement. Further, the parties may execute this Agreement via fax or electronic mail transmission. A true and correct

copy of the Agreement, as executed by the parties, may be used in lieu of an original for all purposes permitted by law.

19 Jan 17
Date

UNIVERSITY

By: _____
Harold W. Hewitt, Jr.
Executive Vice President & COO

AFFILIATED SITE

_____
Date

By: _____
Edmond Heatley, Ed.D.
Deputy Superintendent
Administrative Services

AGENDA ITEM BACKUP SHEET
June 27, 2017

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 6 new hires for SAUSD, including:

- Activity Supervisor – 4
- After School Instructional Provider – 1
- School Police Officer – 1

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 27, 2017

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
RETIREMENTS 2016-17					
Mendoza, Carolyn	Counselor	Carr	June 27, 2017		Retirement - 31 years
Schaefer, Ronald	Teacher	Santa Ana	June 22, 2017		Retirement - 18 years
Schoedel, Todd	Teacher	Harvey	June 22, 2017		Retirement - 16 years
RESIGNATIONS 2016-17					
Chapman, Stephanie	Nurse	Health/Home-Hospital Instruction	June 22, 2017		Other - 1 year
Gracian, Refugio	Principal	Lowell	June 30, 2017		Accepted another position - 2 years
Haglund, David	Deputy Superintendent-Educational Services Chief Academic Officer	Deputy Superintendent's Office	June 30, 2017		Accepted another position - 3 years
Hendy, Tiffany	Teacher	Carver	June 22, 2017		Other - 5 years
McClure, Amanda	Teacher	Monroe	June 22, 2017		Accepted another position, personal - 1 year
Surya, Eileen	Teacher	Mendez	June 22, 2017		Moving, Accepted another position - 11 years

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - June 27, 2017

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
RESIGNATIONS 2016-17 (Continued)					
Vasquez-Norman, Elizabeth	Teacher	Lathrop	June 22, 2017		Moving, Accepted another position - 1 year
CHANGE IN CONTRACT LENGTH					
Avram, Sarah	Teacher	To be determined	August 11, 2017	June 1, 2018	From 20% to 100% Contract
Holder, Estelle	Teacher	Muir	August 11, 2017	June 1, 2018	From 80% to 100% Contract
Ixmay, Jana	Teacher	Heninger	August 11, 2017	June 1, 2018	From 55% to 100% Contract
Torres, Araceli	Speech and Language Pathologist	Speech Department	August 11, 2017	June 1, 2018	From 100% to 90% Contract
2017-18 LEAVE (21 duty days or more) - Without Pay and Without Benefits					
Turner, Susy	Teacher	Mitchell	August 11, 2017	June 1, 2018	Child Care
SPRING SPORTS 2016-17					
Martin, Christopher	Assistant Coach	Century	2016-17		Football
Pueblos, Daniel	Assistant Coach	Century	2016-17		Football

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - June 27, 2017

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
SUMMER SCHOOL TEACHERS					
Alvarado, Joaquin		Century			
Bohinc, Melissa		Godinez			
Cardenas, Marisol		Valley			
Cass, Justin Troy		Independent Study			
Cortes, Teodoro		Century			
Dukus, Robert		Santa Ana			
Fausto, David		Valley			
Fenwick, Randolph		Segerstrom			
Florance, Joseph		Lorin Griset			
Garcia, Raul		Segerstrom			
Govier, Robert		Century			
Gundy, Afaf		Century			
Harrison, Thomas		Century			
Llopis, Richard		Century			
Loh, Brenda		Segerstrom			
Mackenzie, Marcus		Lorin Griset			
Petrova, Nikolina		Segerstrom			
Phillips, Nicole		Godinez			
Priess, Ann		Segerstrom			
Ramirez, Steven		Century			
Setlich, Laurette		Century			
Tagaloa, Joseph		Segerstrom			
Thomas, Maryanne		Middle College			
Trumbo, Richard		Godinez			
Valdez-Garcia, Arturo		Godinez			

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - June 27, 2017

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
SUMMER SCHOOL TEACHERS (Continued)					
Vela, Eddie		Segerstrom			
SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS					
Agahi, Fariba		Martin			
Almanzar, Pete		McFadden			
Bailey, Kathleen		NOVA			
Barragan, Ruby		Heninger			
Benavides, Yajahira		Martin			
Ben-Jacob, Ashley		Taft			
Berger, Jill		Segerstrom			
Bird, Valerie		Taft			
Birnie, Spencer		Adult Transition			
Blair, Maureen		Taft			
Brooks, Gary		Washington			
Brown, Allison		McFadden			
Bushnell, Karen		Mitchell			
Cairns, Joshua		Godinez			
Cantey, Amanda		Washington			
Carlson, Jonathan		McFadden			
Carney, Jann		McFadden			
Cervantes, Julissa		Martin			
Childress, Allen		Muir			
Cifuentes, Adolfo		Heninger			
Contreras, Consuelo		Washington			

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - June 27, 2017

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS (Continued)					
Cortez, Dany		Heninger			
Cortez, Francisco		Valley			
Creaghe, Lorena		McFadden			
Cuellar, Alice		Speech Department			
De Leon, Marissa		Martin			
Delgado, Breana		Martin			
Delgado, Gabriel		Valley			
Delgado, Oscar		Lorin Griset			
Detviler, Tammra		Santa Ana			
Dodge, Scott		McFadden			
Dolan, Laura		Martin			
Domingo, Crystal		Heninger			
Don Vito, Karen		McFadden			
Duran, Corrine		Heninger			
Edward, Marina		Santiago			
Ehlow, Lisa		Heninger			
Eidenmuller, Gail		Santiago			
Ekno, Desiree		Washington			
Elias, Andrea		Washington			
Elizalde, Leslie		Mitchell			
Espindola, Claudia		Adult Transition			
Esqueda, Edith		Washington			
Fedele, Stephen		Godinez			
Flores, Jennifer		Segerstrom			
Flores, Marilu		Martin			

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - June 27, 2017

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS (Continued)					
Gabaldon, Robert		Valley			
Galvis, Sandra		Martin			
Garcia, Francisco		Santiago			
Garcia, John R.		Speech Department			
Garcia, Kathi		Martin			
Gonzales, Christopher		Saddleback			
Gonzalez, Maria L.		Heninger			
Gonzalez, Marina		Taft			
Graham, Natalie		Taft			
Gregory, Caitlyn		McFadden			
Gregrow, Stacey		Speech Department			
Guerra, Gustavo		Mitchell			
Gutierrez, Manuel		Washington			
Guzman, Allison		Martin			
Guzman, Evelyn		Taft			
Hackett, Jeanne		Heninger			
Hanna, Howida		Mitchell			
Hernandez, Maricecy		Martin			
Hernandez, Robert		Valley			
Heusser, Brianne		Mitchell			
Holley, Lori		Taft			
Holst, Christopher		Washington			
Hoolihan, Kathleen		Muir			
Howell, Andrea		Mitchell			
Hsu, Maylin		Martin			

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - June 27, 2017

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS (Continued)					
Hughes, Shawna		Speech Department			
Ingebrigtsen, Kortni		Muir			
Jacovides, Alexis		Godinez			
Jamison, Shawn		Santiago			
Jaramillo, Rosa		Taft			
Keller, Ruth		McFadden			
Kennedy, Cathleen		Adult Transition			
Kinney, Alison		Muir			
Kohut-Clements, Carrie		Taft			
Lee, Darlyn		Century			
Lee, Grant		Santa Ana			
Lemus, Martha		Washington			
Lopez, Luis A.		Segerstrom			
Lower, Daniel		McFadden			
MacDonald, Michelle		Taft			
Martinez, Juliana		Heninger			
Martinez, Rene		McFadden			
Martinov, Elizabeth		Santiago			
Mata-Azvedo, Theresa		Taft			
May, Colette		Taft			
McClelland, Christina		Taft			
McConnell, Amanda		Century			
McEntee, Jeffrey		Century			
McMahon, Patrick		Washington			
Meade, Donna		Kennedy			

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - June 27, 2017

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS (Continued)					
Mendoza, Eskayla		Mitchell			
Merkt, Eric		Muir			
Michelson, Rose		Santa Ana			
Mitsicourides, Alexander		Century			
Miyashiro, Maria		Kennedy			
Momberg, Julie		Saddleback			
Montes, Karina		Taft			
Montgomery, Guy		Century			
Moore, Nguyet		McFadden			
Morales, Charleen		Century			
Morris, Elisa		Mitchell			
Motta, Joann		Heninger			
Murphy, Ellery		Godinez			
Napier, Rodney		Heninger			
Nelson, Kurt		Kennedy			
Newman, Heather		Heninger			
Nolan, Mackenzie		Mitchell			
Nunez, Alejandro		Adult Transition			
O'Connell, James		Saddleback			
Olsen, Shane		Adult Transition			
Olsen, Terri		McFadden			
Ontiveros, Cassandra		Taft			
Padilla, Debbie		Washington			
Padilla, Marie		Martin			
Peck, Stephanie		Segerstrom			

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - June 27, 2017

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS (Continued)					
Pelosi, Carol		Kennedy			
Pena, Giancarlo		Speech Department			
Perkins, Melissa		Taft			
Pilato, Tara		Kennedy			
Ponce, Magaly		Washington			
Pondell, Katrina		Adult Transition			
Quintero, Eliseo		Mitchell			
Ramirez, Scott		Mitchell			
Reh, Myava		Heninger			
Reyes, Robert		Kennedy			
Reyes Tenopala, Luis		McFadden			
Rogers, Brandon		Martin/Segerstrom			1st semester/ 2nd semester
Rosenberg, Joel		Santa Ana			
Ruiz, Mirna		Mitchell			
Salgado, Jazmine		Mitchell			
Sanchez, Maria		Martin			
Sanchez, Rogelio		Godinez			
Sandoval, Paula		Segerstrom			
Schlensker, Nicholas		Century			
Scott, Robin		Heninger			
Shimasaki, Darren		Santa Ana			
Sleiman, Angela		Kennedy			
Smith, Blake		Valley			
Stotelmeyer, Stephanie		Segerstrom			

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - June 27, 2017

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS (Continued)					
Stout, John		Speech Department			
Stowers, Gregory		McFadden			
Strazzulla, Shannon		Martin			
Striegl, Telly		Martin			
Sumners, Kathryn		Heninger			
Swanson, Eric		McFadden			
Tadros, Karen		Santiago			
Tarnow, Paula		Taft			
Tompkins, Sydney		Muir			
Tran, Lisa		Mitchell			
Tucker, Adriana		Lorin Griset			
Uranga, Yvonne		Mitchell			
Vance, David		Adult Transition			
Vijayvargiya, Shalini		Heninger			
Wallace, Karen		Adult Transition			
Watson, Lindsy		Washington			
Wedekind, Patricia		McFadden			
Weiss, Debra		Saddleback			
Wellikson, Leah		Heninger			
Wenkart, Patricia		Saddleback			
Wiebe, Christine		Washington			
Wilson, Julie		Adult Transition			
Wright, Katie		Heninger			
Zamudio, Alma		McFadden			
Zanca, Rita		Taft			

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - June 27, 2017

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS (Continued)					
Zarate, Rosa		Adult Transition			
Zwickl, Lynne		Muir			
SUMMER EXTENDED SCHOOL YEAR (ESY) SPEECH AND LANGUAGE PATHOLOGIST					
Cool, Susan	Speech and Language Pathologist	Speech Department			
Curtis, Christina	Speech and Language Pathologist	Speech Department			
Derleth, Nicole	Speech and Language Pathologist	Speech Department			
Gonzales, Brenda	Speech and Language Pathologist	Speech Department			
Hernandez, Stephanie	Speech and Language Pathologist	Speech Department			
Krupinski, Debra	Speech and Language Pathologist	Speech Department			

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - June 27, 2017

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
SUMMER EXTENDED SCHOOL YEAR (ESY) SPEECH AND LANGUAGE PATHOLOGIST (Continued)					
Larsson, Mary	Speech and Language Pathologist	Speech Department			
Tamayo-Nikolenko, Judith	Speech and Language Pathologist	Speech Department			
Valle, Michelle	Speech and Language Pathologist	Speech Department			
EXTENDED WORK YEAR 2016-17					
Dondalski, Christine	Teacher	Taft	June 29, 2017	June 29, 2017	1 Additional Day
Kitzmann, Becky	Psychologist	Psychological Services	June 29, 2017	June 29, 2017	1 Additional Day
Kohut-Clements, Carrie	Teacher	Taft	June 29, 2017	June 29, 2017	1 Additional Day
Krupinski, Debra	Speech and Language Pathologist	Taft	June 29, 2017	June 29, 2017	1 Additional Day
EXTENDED WORK YEAR 2017-18					
Dondalski, Christine	Teacher	Taft	July 31, 2017	August 8, 2017	4 Additional Days

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - June 27, 2017

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
EXTENDED WORK YEAR 2017-18 (Continued)					
Kitzmann, Becky	Psychologist	Psychological Services	July 31, 2017	August 8, 2017	4 Additional Days
Kohut-Clements, Carrie	Teacher	Taft	July 31, 2017	August 8, 2017	4 Additional Days
Krupinski, Debra	Speech and Language Pathologist	Taft	July 31, 2017	August 8, 2017	4 Additional Days
EXTRA DUTY 2016-17					
Brooks, Cheryl	Speech and Language Pathologist	Speech Department	June 26, 2017	June 30, 2017	Regular Hourly Rate
Castelazo, Cindy	Speech and Language Pathologist	Speech Department	June 26, 2017	June 30, 2017	Regular Hourly Rate
Corell, Julie	Speech and Language Pathologist	Speech Department	June 26, 2017	June 30, 2017	Regular Hourly Rate
Dolan, Laura	Speech and Language Pathologist	Speech Department	June 26, 2017	June 30, 2017	Regular Hourly Rate
Herrera-Duarte, Araceli	Psychologist	Psychological Services	June 26, 2017	June 30, 2017	Regular Hourly Rate
Miao, Glenda	Psychologist	Psychological Services	June 26, 2017	June 30, 2017	Regular Hourly Rate

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - June 27, 2017

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
EXTRA DUTY 2016-17 (Continued)					
Parsel, Tori	Speech and Language Pathologist	Speech Department	June 26, 2017	June 30, 2017	Regular Hourly Rate
Sandoval, Paula	Teacher	Segerstrom	August 24, 2016	June 21, 2017	Extra Period
Thoms, Luz	Psychologist	Psychological Services	June 26, 2017	June 30, 2017	Regular Hourly Rate
EXTRA DUTY 2017-18					
Brooks, Cheryl	Speech and Language Pathologist	Speech Department	July 1, 2017	July 30, 2017	Regular Hourly Rate
Castelazo, Cindy	Speech and Language Pathologist	Speech Department	July 1, 2017	July 30, 2017	Regular Hourly Rate
Corell, Julie	Speech and Language Pathologist	Speech Department	July 1, 2017	July 30, 2017	Regular Hourly Rate
Dolan, Laura	Speech and Language Pathologist	Speech Department	July 1, 2017	July 30, 2017	Regular Hourly Rate
Herrera-Duarte, Araceli	Psychologist	Psychological Services	July 3, 2017	August 8, 2017	Regular Hourly Rate
Miao, Glenda	Psychologist	Psychological Services	July 3, 2017	August 8, 2017	Regular Hourly Rate

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - June 27, 2017

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
EXTRA DUTY 2017-18 (Continued)					
Parsel, Tori	Speech and Language Pathologist	Speech Department	July 1, 2017	July 30, 2017	Regular Hourly Rate
Thoms, Luz	Psychologist	Psychological Services	July 3, 2017	August 8, 2017	Regular Hourly Rate
APPROVAL TO REQUEST WAIVER FOR ENGLISH LANGUAGE LEARNER					
FOR THE 2017-18 SCHOOL YEAR					
Sandercock, Adam	ROTC Teacher	Santa Ana			
ADMINISTRATIVE SUBSTITUTE					
Burkhart, Paul	Administrative Substitute	Business Services	June 28, 2017		As-Needed-Basis
REASSIGNMENTS					
Barton, Krista	Program Specialist	School Climate	June 28, 2017		From Psychologist at School Climate to Program Specialist at School Climate

Mark A. McKinney, Associate Superintendent, Human Resources

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - June 27, 2017

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
RETIREMENTS						
Barela, Rosanna	Admin. Clerk II	Transportation Dept.	June 30, 2017			19 years, 5 months
Gastelo, Cynthia	Recording Secretary - Board of Education	Supts. Office	June 30, 2017			26 years, 5 months
Inman, Susan	Site Clerk	Hoover	June 23, 2017			5 years, 10 months
RESIGNATIONS						
Alaman, Alvin	Activity Supervisor	Middle College	December 19, 2017			Personal - 1 year, 3 months
Angebrandt, Lisa-Anne	Activity Supervisor	Muir	June 21, 2017			Personal - 8 years, 6 months
Avila Carbajal, Fatima	Activity Supervisor	Davis	May 9, 2017			Personal - 1 month
Barragan Cruz, Azucena	Activity Supervisor	Lathrop	June 16, 2016			Personal - 4 years, 6 months
Borja, Manuel	Activity Supervisor	Sierra	March 14, 2017			Personal - 9 years, 1 month
Correa, Susan	Site Clerk	Heroes	June 27, 2017			Personal - 2 years, 3 months

Mark A. McKinney, Associate Superintendent, Human Resources

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - June 27, 2017

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
RESIGNATIONS (Continuation)						
David, Kristin	Licensed Vocational Nurse	Health/Home-Hospital Instr.	June 21, 2017			Personal - 1year, 8 months
Diaz, Elizabeth	After School IP	Carver	June 20, 2017			Personal - 2 years, 4 months
Diaz, Jose	Fd. Svc. Wkr.	Willard	March 25, 2017			Personal 3 years, 6 months
Esparza, Marco	Activity Supervisor	Esqueda	June 16, 2016			Personal - 2 years, 5 months
Evans, Daniel	Activity Supervisor	Segerstrom	June 21, 2017			Personal - 9 months
Gutierrez Bustos, Maria	Activity Supervisor	Monroe	June 21, 2017			Personal - 7 months
Guzman De La Cruz, Angela	Activity Supervisor	Esqueda	January 30, 2017			Personal - 2 years, 8 months
Hernandez, Victoria	Activity Supervisor	Advanced Learning Academy	December 20, 2016			Personal - 2 years, 10 months
Jimenez Blanco, Guadalupe	Activity Supervisor	Martin	April 11, 2017			Personal - 1 year, 5 months
Johnston, Jayde	Activity Supervisor	Century	June 21, 2017			Personal - 1 year, 3 months
Kim, Karen	Activity Supervisor	Valley	March 14, 2017			Personal - 2 years, 6 months

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - June 27, 2017

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
RESIGNATIONS (Continuation)						
Lesinski, Hanna	Activity Supervisor	Century	June 21, 2017			Personal - 9 months
Linares, Patricia	Activity Supervisor	Greenville	June 12, 2017			Personal - 3 years, 3 months
Lizarraga, Zyania	Instr. Asst. IP	Greenville	June 20, 2017			Personal - 1 year, 7 months
Malenka, Nicholas	SSP Sp. Ed.	Santa Ana	June 15, 2017			Personal - 9 months
Maquitico, Abigail	Instr. Asst. IP	After School Program	June 16, 2017			Personal - 1 year, 9 months
Mazariegos, Melissa	Activity Supervisor	Segerstrom	June 21, 2017			Personal - 2 years, 9 months
Medina, Thomas	Activity Supervisor	Segersrom	June 21, 2017			Personal - 4 years, 9 months
Navarrete, Andrea	After School IP	Madison	June 9, 2017			Personal - 2 years, 5 months
Navarro Acosta, Alejandra	Activity Supervisor	Segersrom	June 21, 2017			Personal - 1 year, 8 months
Nunez, Josefina	Activity Supervisor	Pio Pico	December 23, 2016			Personal - 29 years, 2 months
Ortega, Alfonso	Activity Supervisor	Valley	July 1, 2016			Personal - 3 years, 2 months
Ortiz, Juana	Activity Supervisor	King	June 21, 2017			Personal - 4 years, 10 months

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - June 27, 2017

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
RESIGNATIONS (Continuation)						
Perez, Jennifer	Activity Supervisor	Muir	June 21, 2017			Personal - 2 years, 8 months
Perez, Jose A.	SSP Sp. Ed.	Hoover	June 14, 2017			To Sub Teach - 1 year, 1 month
Perez Zavala, Denise	After School IP	Segerstrom	June 2, 2017			Personal - 1 year, 11 months
Rodriguez, Nahibe	Activity Supervisor	Thorpe	June 21, 2017			Personal - 2 years, 2 months
Schock, Hilaria	Activity Supervisor	Sierra	August 26, 2017			Personal - 10 years, 6 months
Schwieger, Erik	Instr. Asst. Computers	Fremont	June 21, 2017			Personal - 3 years, 6 months
Sellers, Miranda	Activity Supervisor	Valley	July 1, 2016			Personal - 1 year, 10 months
Stephens-Cronn, Dale	Activity Supervisor	Saddleback	June 21, 2017			Personal - 7 months
Ybarra, Adriana	Site Clerk	Valley	June 14, 2017			Personal - 6 years, 2 months
TERMINATIONS						
ID# 30358	Fd. Svc. Wkr.	Nutrition Svcs.	June 9, 2017			
ID# 31334	After School IP	Garfield	June 2, 2017			

Mark A. McKinney, Associate Superintendent, Human Resources

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - June 27, 2017

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
TERMINATIONS (Continuation)						
ID# 31246	Fd. Svc. Wkr.	Nutrition Svcs.	June 9, 2017			
VOLUNTARY DEMOTION						
Hernandez, Patricia	Site Clerk	Lathrop	May 15, 2017		24/6 + Bil.	From Interpreter/ Translator Special Ed.
ABSENCE (3 to 20 duty days)						
Clarke, Jilma	Speech & Lang. Path. Asst.	Mitchell	August 22, 2017			Personal
LEAVES (21 duty days or more)						
Cruz, Marcela	SSP Sp. Ed.	Esqueda	August 14, 2017	November 20, 2017		Personal
Tapia, Claudia	SSP Sp. Ed.	Spurgeon	August 14, 2017	May 31, 2018		Personal
NEW HIRES						
Carrillo Navarro, Francisco	Community & Family Outreach Liaison	School Climate	June 19, 2017		36/1	
Cayetano, Anayeli	Activity Supervisor	Santiago	June 6, 2017		10/1	

Mark A. McKinney, Associate Superintendent, Human Resources

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - June 27, 2017

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
NEW HIRES (Continuation)						
Farhang Sahlevani, Mahsa	Activity Supervisor	Wilson	June 14, 2017		10/1	
Reyes, Norma	Activity Supervisor	Jefferson	June 6, 2017		10/1	
Rico, Joe	After School IP	After School Programs	June 5, 2017		16/1	Probationary
Rivera, Felix	School Police Officer	School Police	July 10, 2017		40/1	Probationary
Rosas, Yesenia	Activity Supervisor	Romero-Cruz	June 6, 2017		10/1	
REASSIGNMENTS (Change of Work Site)						
Fuentes, Kenia	SSP Special Ed.	Carver	June 7, 2017			From Muir
Fuentes Godinez, Jeannette	Fd. Svc. Spvr. Elem.	Monte Vista	May 26, 2017			From Nutrition Svcs.
Guillen, Juanita	Fd. Svc. Wkr.	Carver	May 31, 2017			From Willard
TEMPORARY ASSIGNMENTS						
Alonso, Neftali Jr.	From HVAC Mechanic I to HVAC Mechanic II	Bldg. Svcs.	October 12, 2016	March 3, 2017	36/5	

Mark A. McKinney, Associate Superintendent, Human Resources

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - June 27, 2017

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
TEMPORARY ASSIGNMENTS (Continuation)						
Ambriz, Fabiola	From Sch. Off. Mgr. Elem. to Interpreter/Translator Sp. Ed.	Special Ed.	June 12, 2017	June 30, 2017	32/6	
Anaya, Liliana	From Fd. Svc. Wkr. to Fd. Svc. Spvr. Elem.	Nutrition Svcs.	June 5, 2017	June 15, 2017	15/5	
Archila, Yadira	From Site Clerk to Sch. Off. Mgr. Elem.	Monroe	June 12, 2017	June 16, 2017	28/5	
Fernandez, Felix	From Custodian to Plant Cust. Elem.	Bldg. Svcs.	May 5, 2017	May 9, 2017	28/5	
Ginez, Vanessa	From District Centrex Operator to Personnel Assistant	Human Resources	May 1, 2017	May 24, 2017	29/3	Revised end date from 6/30/17
Hill, Donald	From Custodian to Plant Cust. Elem.	Bldg. Svcs.	June 5, 2017	June 12, 2017	28/5	
Lomeli, Rosa	From Custodian to Plant Cust. HS	Bldg. Svcs.	May 30, 2017	June 16, 2017	35/1	
Ortiz, Enrique	From Rv. Ld. Custodian to Plant Cust. Elem.	Bldg. Svcs.	June 5, 2017	June 9, 2017	28/6	
Osornio Vazquez, Raymundo	From Custodian to Plant Cust. Elem.	Bldg. Svcs.	June 9, 2017	June 16, 2017	28/2	
Reyes, Jose	From Custodian to Plant Cust. Elem.	Bldg. Svcs.	June 12, 2017	June 16, 2017	28/2	

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - June 27, 2017

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
TEMPORARY ASSIGNMENTS (Continuation)						
Vargas, Juan	From Custodian to Plant Cust. HS	Bldg. Svcs.	May 17, 2017	June 30, 2017	35/2	
Vega, Emanuel	From Rv. Ld. Custodian to Plant Cust. Int.	Bldg. Svcs.	May 2, 2017	May 4, 2017	32/6	
HOURLY APPOINTMENTS						
Apardian, Krista	Instr. Asst. Provider	Deputy Supt's Office	June 7, 2017		16/1	
McFarlin, Erin	Instr. Asst. Provider	Deputy Supt's Office	June 9, 2017		16/1	
Quirk, Molly	Instr. Asst. Provider	Deputy Supt's Office	June 7, 2017		16/1	
Sulewski, Sarah	Instr. Asst. Provider	Deputy Supt's Office	June 7, 2017		16/1	
SHORT TERM ASSIGNMENTS						
Bruhl, Karla	Preschool Teacher	Migrant Ed.	June 26, 2017	August 11, 2017		
Rodriguez, Graciela	Sch. Off. Asst. Elem.	Jackson	June 26, 2017	July 28, 2017		

Mark A. McKinney, Associate Superintendent, Human Resources

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - June 27, 2017

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
SUMMER SCHOOL						
Amador, Lorena	Sch. Off. Mgr. HS	Middle College	July 1, 2017	July 17, 2017		
Carlos, Gladys	Sch. Off. Mgr. HS	Santa Ana	June 26, 2017	July 28, 2017		
Elizarraras, Jaime	Sch. Off. Mgr. HS	Segerstrom	June 26, 2017	July 28, 2017		
Maciel, Elizabeth	Sch. Off. Mgr. HS	Century	June 26, 2017	July 28, 2017		
Parra Vega, Maria	Sch. Off. Mgr. HS	Valley	June 26, 2017	July 28, 2017		
Quijano, Meybell	Sch. Off. Mgr. HS	Saddleback	June 26, 2017	July 28, 2017		
Vazquez, Silvia	Sch. Off. Mgr. HS	Godinez	June 26, 2017	July 28, 2017		
ATHLETIC SPECIALIST						
Alano, Clarence	Asst. Football Coach	Century	May 29, 2017		$28.04	
Crocker, Randy	Asst. Football Coach	Century	May 29, 2017		$28.04	
Diaz, Jesus Jr.	Asst. Football Coach	Century	May 29, 2017		$28.04	
Heathington, Thomas	Asst. Football Coach	Godinez	May 29, 2017		$28.04	
Madrigal, Colby	Asst. Lacrosse Coach	Segerstrom	February 13, 2017		$28.04	
Pueblos Sr., Daniel	Asst. Football Coach	Century	May 29, 2017		$28.04	
Rucker, Frostee	Asst. Football Coach	Century	May 29, 2017		$28.04	

AGENDA ITEM BACKUP SHEET
June 27, 2017

Board Meeting

TITLE:	**Classified School Employees Association's, Chapter 41 Initial Bargaining Proposal to Santa Ana Unified School District for 2017-18 School Year**
ITEM:	**Public Hearing**
SUBMITTED BY:	**Mark A. McKinney, Associate Superintendent, Human Resources**
PREPARED BY:	**Mark A. McKinney, Associate Superintendent, Human Resources**

BACKGROUND INFORMATION:

The purpose of this agenda item is to conduct a public hearing for the Classified School Employees Association's, Chapter 41 (CSEA) Initial Bargaining Proposal to the Santa Ana Unified School District for the 2017-18 school year in accordance with Government Code Section 3547.

RATIONALE:

Under provision of the Government Code referenced above, the proposal must be "sunshined" for public comment at a Board of Education meeting.

This initial proposal has been submitted by CSEA through the 610 process and has been approved. CSEA's next step is to have the proposal approved at the next Chapter 41 meeting on June 14, 2017.

FUNDING:

No Fiscal Impact

RECOMMENDATION:

Conduct the public hearing for the Classified School Employees Association's, Chapter 41 (CSEA) Initial Bargaining Proposal to the Santa Ana Unified School District (SAUSD) for the 2017-18 school year.

MAM:nr

Santa Ana Unified School District

NOTICE OF PUBLIC HEARING

Under the provision of Government Code Section 3547, the Proposal must be "sunshined" to the Public and the Board of Education Hereby Gives Notice that a Public Hearing will be held as follows:

TOPIC OF HEARING:

Classified School Employees Association's, Chapter 41 Initial Bargaining Proposal to the Santa Ana Unified School District for the 2017-18 School Year

HEARING DATE:	Tuesday, June 27, 2017
TIME:	6:00 p.m.
LOCATION:	Santa Ana Unified School District Board Room 1601 E. Chestnut Avenue Santa Ana, CA 92701 (714) 558-5510

RECEIVED
JUN 05 2017
Human Resources

Initial Proposal of
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
And it's Santa Ana Chapter 41
To
Santa Ana Unified School District
Reopener Proposals 2017-2018
May 25, 2017

Article 3.0 **HOURS OF WORK**

CSEA has in interest in improving the language in Hours of Work.

Article 4.0 **WAGES AND WAGE PROVISIONS**

CSEA has an interest in providing a wage increase for all classified employees.

Article 4.1.2 **WAGES AND WAGE PROVISONS**

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.

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 17 **ASSOCIATION RIGHTS**

CSEA has an interest in improving release time for the Chapter President and other Chapter Officers and/or Activist.

CSEA reserves the right to add, delete, or modify these proposals as determined through the negotiation process.

AGENDA ITEM BACKUP SHEET
June 27, 2017

Board Meeting

TITLE: **Kitchen Facilities Master Plan**

ITEM: **Presentation**
SUBMITTED BY: **Orin L. Williams, Assistant Superintendent, Facilities and Governmental Relations**
PREPARED BY: **Mark Chavez, Director, Nutrition Services**

BACKGROUND INFORMATION:

The purpose of this agenda item is to present to the Board the Kitchen Facilities Master Plan (KFMP). On March 8, 2016, the Board awarded a contract to Ruhnau Ruhnau Clarke Architects for architectural services for kitchen facilities improvements and to prepare the KFMP.

ITEM SUMMARY:

- Purpose: Present the Kitchen Facilities Master Plan (KFMP) to outline scopes of work and prioritization of kitchen projects.
- Funding: Combination of Nutrition Services funds and future District funds.

RATIONALE:

Many of the District's school kitchen facilities are antiquated and grossly undersized, limiting the quality of service. The KFMP identifies and prioritizes facility needs giving a road map for future kitchen improvements allowing the District to provide expanded nutrition services. Quality student nutrition supports student learning, and quality kitchen facilities help improve the efficient processing and distribution of meals. The KFMP was developed through a collaborative process involving multiple meetings with students, staff, parents, and community groups, as well as feedback from the District's Kitchen Steering Committee.

The KFMP includes cost estimates to assist the District in construction planning, and to identify future funding needs. Only a portion of Nutrition Services' funds can be used to modernize kitchen facilities. Those funds cannot be used to pay for elements such as kitchen infrastructure, like electrical, plumbing, and structural changes. Therefore, other funding is needed to support a large portion of these facility improvements.

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

LCAP Goal 3.3: Establish processes that support maintaining current facilities (school safety and maintenance).

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

FUNDING INFORMATION:

Kitchen Facilities Master Plan Estimated Total Financial Need: $ 155 million

Current Funding Allocated through FY 2018

Nutrition Services Fund:	$ 8 million
Kitchen Remodeling Fund 40:	$ 3 million
Total Currently Allocated through FY 2018:	**$ 11 million**

RECOMMENDATION:

Presented for information.

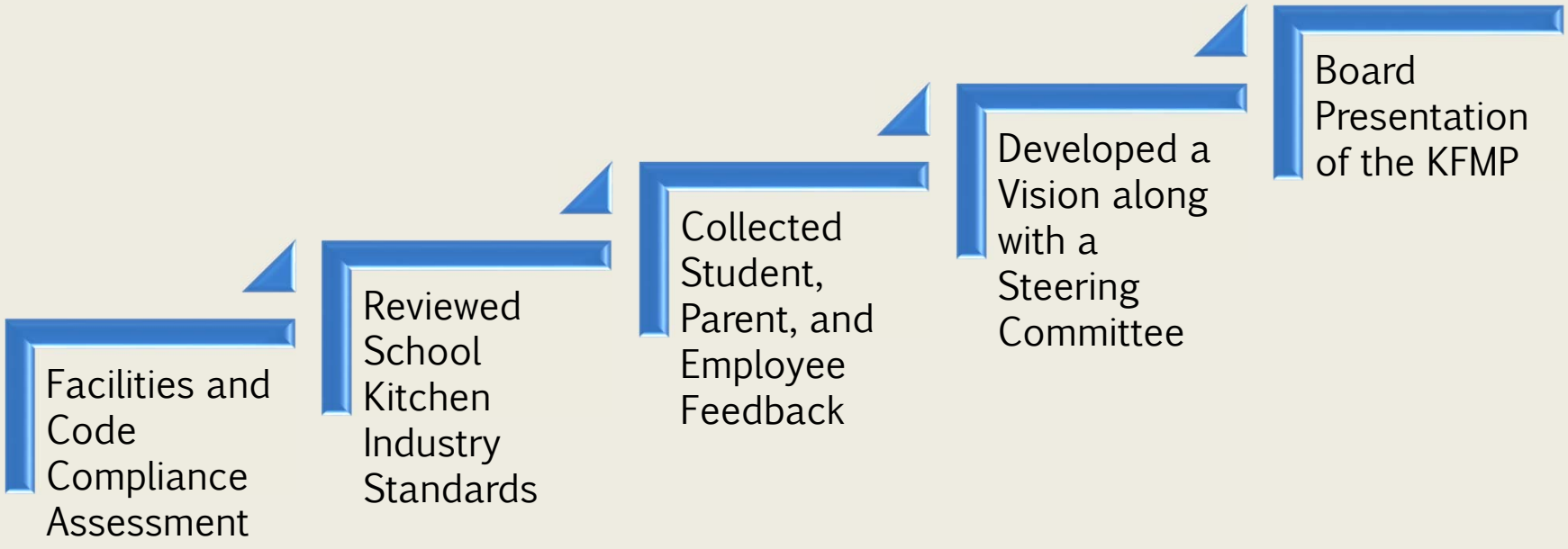
OW:MC:rb

KITCHEN FACILITIES MASTER PLAN

JUNE 27, 2017

Facilities & Governmental Relations
Orin Williams, Assistant Superintendent
Jessica Mears, Senior Facilities Planner
Mark Chavez, Director of Nutrition Services

Kitchen Facilities Master Plan (KFMP) Approach



Kitchen Facilities Master Plan Findings – Findings

- Antiquated kitchen designs
- Undersized kitchen square footage to deliver increased meal service
- Kitchens lack:
  - Sufficient preparation space and cooking equipment (i.e. ovens)
  - Walk-in refrigeration and dry storage capacity
  - Three compartment sinks to wash and sanitize according to health department code
  - Air-conditioning – ambient kitchen temps range from 80 – 115 degrees in some kitchens throughout the year

Kitchen Facilities Master Plan Need Examples

Difficult to Wash and Sanitize Dishes with only two compartments

Hard to Access Equipment in Small and Narrow Elementary Kitchens

Collaborative Stakeholder Input and Steering Committee

- Collected feedback from: students, parents, non-profit groups, kitchen employees, management staff, and kitchen design consultants were part of the process
- Facilities and Nutrition Services departments met with a steering committee three times to establish priorities and general direction
- Designs incorporated national and local school food service industry standards
- New kitchen designs will enable enhanced nutritious food options and style of service while keeping costs as low as possible

Kitchen Enhancements

- High Schools and Intermediate Schools –

1. Offers students more service options such as freshly made dish up options, salad bars, and pre-packaged favorites
2. Includes expanding square footage to allow for more storage capacity of dry and refrigerated products
3. Creates inviting, colorful serving spaces which include digital menu boards and a modern dining experience that appeals to students
4. Improves employee workflow, and reduces safety hazards by expanding the footprint of the kitchen

Kitchen Enhancements

- Elementary Schools –

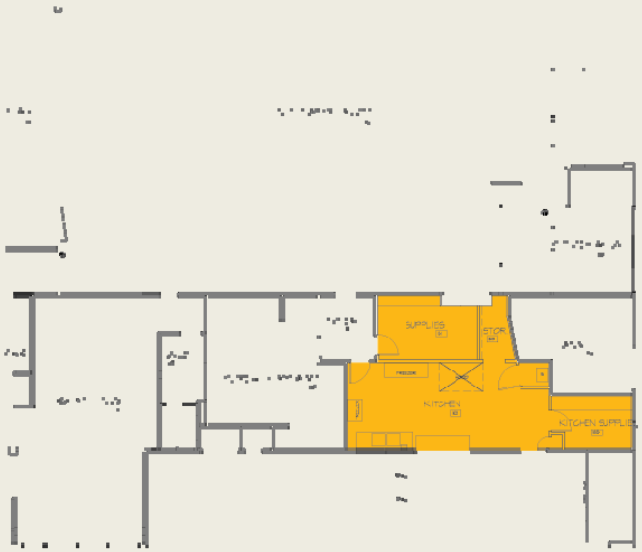
1. Will offer students fresh dish-up options made in the central kitchen, fresh produce bars, and prepackaged favorites
2. Includes expanding square footage to allow for kitchen designs which meet current industry standards of kitchen designs. More space for more cooking and preparation equipment.
3. Adds attractive indoor serving spaces to eliminate outdoor service which affects food quality under in inclement weather.
4. Improves employee workflow and reduces safety hazards by expanding footprint of the kitchen

Kitchen Enhancements

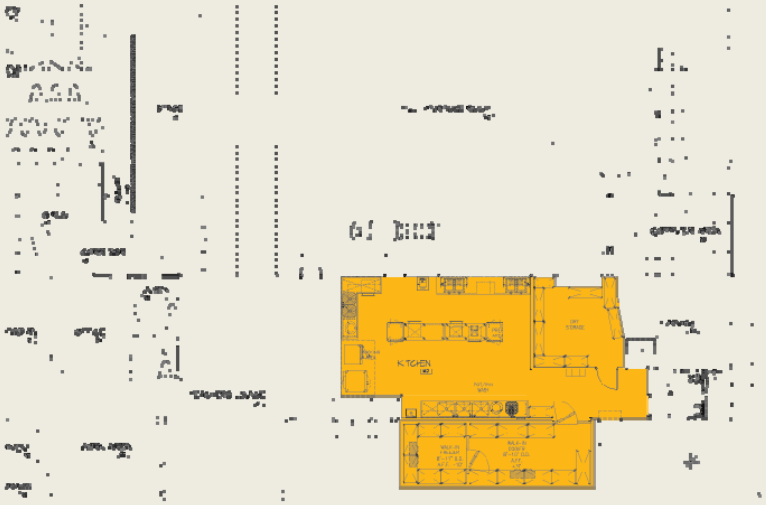
- Central Kitchen –

1. Increases the much needed space capacity to meet the increasing demand of student meal service because all students eat at no cost for breakfast, lunch, afterschool, and summer
2. New mass production equipment will be housed to deliver in-house prepared meals
3. Adds attractive indoor serving spaces to eliminate outdoor service that affects food quality in inclement weather
4. Students will have an improved dining experience
5. Improves employee workflow and reduces safety hazards by expanding footprint of the kitchen

Kitchen Facilities Master Plan Sample



Existing Space: 564 sc. ft.



Recommended Improvements: 1,170 sq. ft.

Implementation Plan and Funding Approach

- KFMP estimates a $155 million need
- KFMP is broken into 7 phases of priority
- An excess of $11 million in cafeteria funds will need to be spent down
- As general funds become available the Board will have discretion on project priority and authorization of all projects

Board Questions

Thank you!

KITCHEN FACILITIES MASTER PLAN

Prepared By
Ruhnau Ruhnau Clarke
Dieli Murawka Howe

May 2017

SANTA ANA UNIFIED SCHOOL DISTRICT

BOARD OF EDUCATION

John Palacio
President

Valerie Amezcua
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Alfonso Alvarez, Ed.D.
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Stefanie Phillips, Ed.D
Superintendent of Schools

Edmond T. Heatley, Ed.D.
Deputy Superintendent, Administrative Services

Orin L. Williams
Assistant Superintendent, Facilities & Governmental Relations

Mark Chavez
Director, Nutrition Services

This master plan is the outcome of collaboration with Stakeholders, Food Service Specialists Dieli Murawka Howe and Ruhnau Ruhnau Clarke architects. It outlines our vision for food service within the District and identifies recommendations for required site upgrades and implementation.

INTRODUCTION

Research has shown that students who eat breakfast and lunch have better attendance, reduced behavior issues, and are better equipped to excel academically. Student nutrition is critical to assure students focus on learning rather than hunger. To ensure the success of our students, the District's meal program must maintain a level of service that meets the daily nutrition needs of our students and allows them to become engaged and productive learners.

The purpose of the Kitchen Facilities Master Plan (KFMP) is to provide a data-driven report for the Board of Education and District staff to make decisions related to District kitchen facilities that best serve the needs of all students. The KFMP was developed from stakeholder input and kitchen design experts to help guide the Santa Ana Unified School District (SAUSD) in upgrading and constructing new kitchen facilities. The scope of this KFMP provides the following components and information:

- The Need
- Stakeholder Input
- The Vision
- Implementation Plan
- Priority List

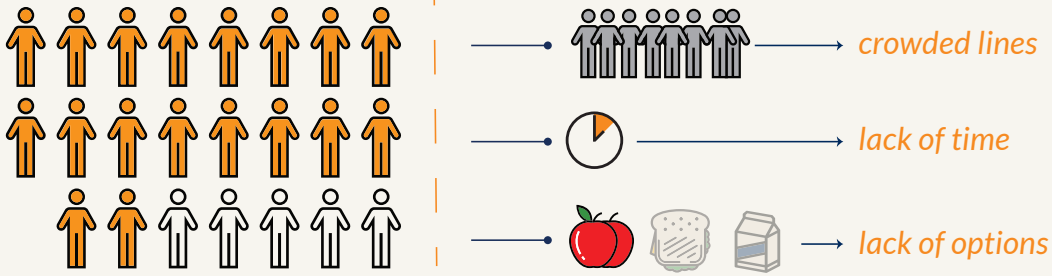
THE NEED

On average, 83% of District students utilize the free lunch program, and 33% of students at breakfast. The District offers meals at no charge to all students. In order to reach 100% of students, the District must begin addressing antiquated kitchen facilities, aging infrastructure and equipment, serving area functionality, and storage capacity issues.

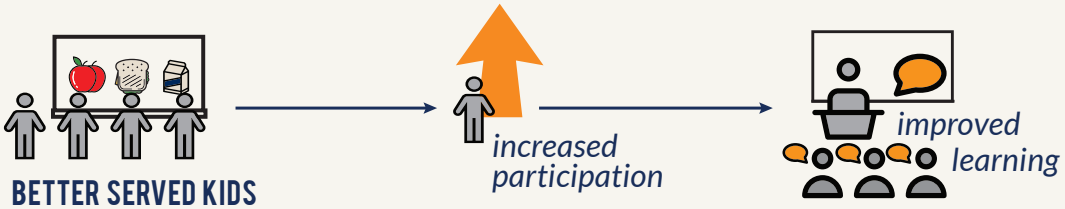
ANTIQUATED

The average age of our campus buildings is 40 years. One-third of the District's schools were built prior to 1969. Since the original design of the schools, enrollment has increased, the method of delivering food to students has changed, federal nutrition standards are stricter, and there has been a dramatic increase in the number of meals served daily, including the addition of breakfast and afterschool snacks. Kitchen facilities in most of the District's schools are antiquated, grossly undersized, and in need of renovations. While SAUSD has made significant improvements to the quality and nutritional value of meals served to students in the past five years, this progress is limited by the deficiencies of the kitchen facilities. The next phase of improvement in the District's nutrition services must be done at the facility level.

80% OF STUDENTS EAT DUE TO:



Research shows that providing better method / experience / options increases participation.



average age of District buildings

40 YEARS

INCREASED DEMAND

MEAL TYPE	2007 ADM	2007 PERCENT PARTICIPATION	2017 ADM	2017 PERCENT PARTICIPATION	ADM INCREASE	INCREASE IN PARTICIPATION
BREAKFAST	12,100	22%	15,661	33%	3,561	+11%
LUNCH	36,758	67%	41,421	83%	4,663	+16%
SNACK	5,003	9%	6,146	10%	1,143	+1%
TOTAL	53,862		63,228		9,366	

** ADM=average daily meals.*

INCREASED DEMAND

In recent years, the District's meal program has expanded to include breakfast and afterschool "Super Snacks" that are offered to all students in addition to lunch service. While the enrollment of the District has declined over the last ten years, the quantity of meals served has increased. The table above shows the quantity of student meals served as compared to ten years ago, which indicates an increase of over 9,000 meals daily. The District's current kitchen facilities do not provide the necessary space and equipment to adequately meet the increased demand on volume production in an efficient manner.

UNDERSIZED

The most common issue of the District's school kitchens is the lack of sufficient food preparation and serving space. According to the University of Mississippi's Institute of Child Nutrition, the preparation and serving square footage recommended for a school serving 600-800 meals per day is 1,500-2,000 square feet. Currently, our elementary schools average between 300–500 square feet, and our secondary schools average less than 1,200 square feet. The District's kitchens are grossly undersized and adversely impact the student meal program on a daily basis, as summarized to the right:

UNDERSIZED SPACE ISSUES

SPACE ISSUE	IMPACT ON THE STUDENTS
Insufficient serving area	Long student lines. At the elementary level, this takes away time for play. At the secondary level, some students may choose not to participate to avoid the lines.
	At the elementary level, students are served outside, which poses temperature control and inclement weather issues.
Insufficient cooking/ preparation space	Limits volume production to meet the demand for breakfast, lunch, and snacks.
	Hinders staff's ability to prepare multiple meal options that may better appeal to students.
Insufficient storage space in the kitchen (hot and cold storage)	Poses safety issues for staff who are constantly moving heavy equipment.
	Hinders ability to prepare more food at one time and store food prior to service.
	Additional truck deliveries which results in pedestrian safety issues and additional cost.

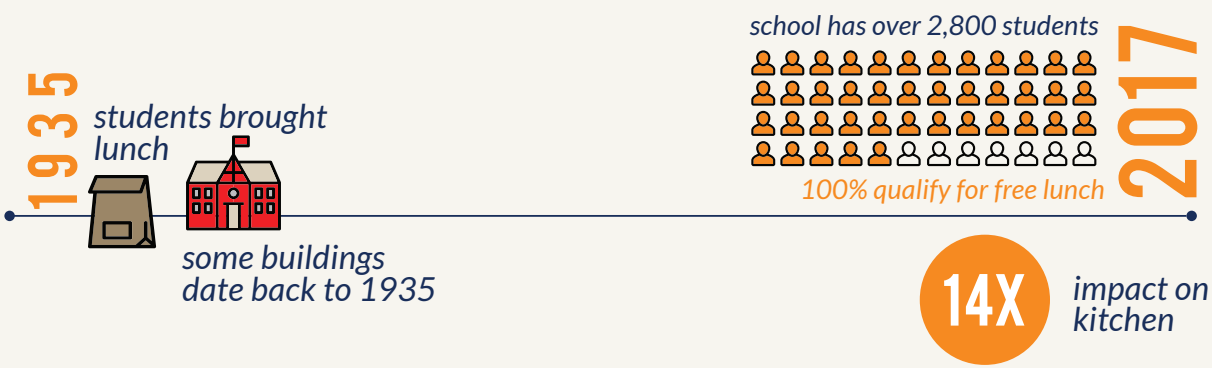
IMPROVED STUDENT OPTIONS

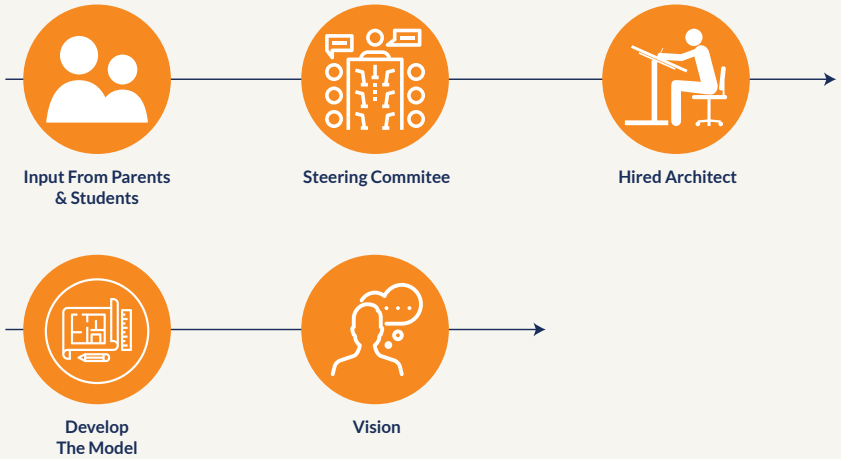
In order to reach 100% of students, the District must offer additional meal options that appeal to students. Based on stakeholder input, students and parents want expanded options such as fresh produce bars, hot grill stations, and traditional hot meals rather than prepackaged meals. Providing meal service in a modern and attractive environment with appealing, fresh options will help increase student participation and ensure no student goes hungry.

In an effort to continually support our educational school programs, the District must invest in the daily nutrition needs of our students. Investment in the District's kitchen facilities will address the school kitchen concerns that restrict the quality of service, such as limited space, aged infrastructure and equipment, and add more student points of service. These necessary updates to our school kitchens would also address the findings and recommendations from the California Department of Education, Nutrition Services Division to ensure all school kitchens are set up to provide adequate functional facilities to serve participants.

ANTIQUATED & GROSSLY UNDERSIZED KITCHENS

EXAMPLE: SANTA ANA HIGH SCHOOL





STAKEHOLDER INPUT

The preparation of the Kitchen Facilities Master Plan (KFMP) was a collaborative process involving extensive meetings and input from various stakeholders. Over a period of a few months, the Nutrition Services team led several input sessions with students, parents, and local non-profit groups in order to develop a vision for what stakeholders want to see for the student meal program. Student focus groups were conducted with high school ASB Presidents, Kid Works participants (local non-profit), and students from the following secondary schools: Saddleback High, Lorin Griset Academy, and Middle College. Parent input sessions were also held with PTA and DELAC groups. A focus group session for both students and parents was held during the District's 2016 Annual Parent Conference. External presentations were performed with the OC United Way and Kid Healthy non-profit groups.

In addition to parent and student groups, input was obtained from District staff who have daily roles in the student meal program. Nutrition Services employees were asked to share their feedback regarding ways the kitchen facilities and meal service could be improved. Input was also obtained from the District's Principals Facilities Advisory Committee, which is made up of representative principals from the elementary and secondary levels.

The architectural firm Ruhnau Ruhnau, Clarke Architects and kitchen consultant Dieli Murawka Howe was retained by the District to prepare a comprehensive KFMP. The first step in the extensive process involved assembling a site-by-site facilities needs assessment in order to develop long-term facilities recommendations. Gathering the necessary data involved site visits, review of building plans and deficiency documents, staff interviews, and developing cost estimates for improvements.

In November 2016, the District formed the Kitchen Steering Committee with the purpose of determining stakeholder priorities and guiding the direction of the KFMP. The Committee is made up of various stakeholder group representatives, including an elementary principal, secondary principal, parents, community members, and staff. Shaped by the feedback from the focus groups and the data from the comprehensive needs assessment, the Committee helped develop the vision for meal service at the elementary and secondary levels. This collaborative process identified priorities and recommended sequence of projects to be completed as funds become available, which is outlined in the Implementation Plan section of this KFMP. The Committee's recommendations are incorporated into this KFMP and submitted to the Board of Education for consideration, direction, and approval.

NEW KITCHEN FACILITIES VISION OVERVIEW

In an effort to deliver an environment that supports the academic achievement of our students, Nutrition Services seeks to deliver a broader line of fresh, nutritious, and delicious choices that students want to eat. Providing desirable food options and enjoyable meal experiences would ensure increased student participation and beneficially impact student learning.

Students, parents, staff and community stakeholders provided input to develop a new direction for SAUSD's student meal program. The vision for improved meal service was built around the stakeholder demand for more variety of locally grown fresh produce and prepared meal offerings. Attractive décor along with digital menu boards will create an environment similar to that of the modern restaurant industry. At the secondary level, students will enjoy an expanded offering of meal services through traditional hot dish-up tray lines, hot grill stations, salad bars, and more efficient speed lines with pre-packaged options. At the elementary level, stakeholders similarly want additional meal options but have concerns regarding open food trays and produce lines for younger children that may not be inclined to proper sanitary handling of foods. An option that addresses both perspectives is the offering of a fresh produce bar, served by kitchen staff, in addition to the current pre-packaged hot meals. Lastly, a better equipped central kitchen will dramatically improve the efficiency of the District's centralized food production, cold storage capacity, warehouse and distribution that support all PreK-12 schools.

In order to address the operational challenges and meet the stakeholder needs, school kitchens need to be renovated to expand their square footage to allow for new equipment, hot/cold storage capacity, modern serving lines, and fresh produce bars. As good stewards of taxpayers' money, the District's kitchen consultants helped develop the minimum square footage required to have a functional kitchen that accomplishes the stakeholder vision. With the majority of the District's kitchens grossly undersized, this minimum layout requires expansion and major renovation at nearly all of the sites. When able, the expansion into existing adjacent space was analyzed for cost efficiency. However, this option was not possible at every site. In that case, alternatives were assessed including exterior expansion or replacement of the building. Specific improvements and design plans for each school are included on pages 19-193, which integrate the specific needs of each school's building layout and enrollment demand. The following pages illustrate below indicate how students will benefit from improved kitchens and serving areas by grade level.

The SAUSD has established four goals to bring its Child Nutrition Program to a competitive and premeir level within the State of California. These goals are interrelating to provide a long lasting food service program for the next 20 years.

1

Indoor Serving Areas

Students will be served indoors, allowing for open service of food in a more traditional "dish-up" style. Inclement weather will not affect the quality of service. Indoor serving facilities will enable a larger variety of foods to be offered.

2

Fresh "Dish-up" Service

Students will be re-introduced to fresh "dish-up" style service, a departure from the individually wrapped products they are used to. This will enhance the foods' presentation and entice students to eat fresher, healthier offerings.

3

Adequate Facilities

District facilities will be large enough to store, prepare, and serve its food products. The right equipment will be procured to maximize food safety and sanitation. Adequate facilities will eliminate the need for makeshift serving shelters. Better-equipped and adequately-sized facilities will improve worker morale and safety.

4

Enhanced Ambiance

Students will be served food in a modern, comforting atmosphere, similar to the restaurant industry. The ambiance created will invoke feelings of pride, healthfulness, and excitement about school meals.

HIGH SCHOOL STUDENT EXPERIENCE IMPROVEMENTS:

1. Menus will expand to serve more fresh-made salads, wraps, sandwiches, pastas, sauces, fruits and vegetables

2. Farm-fresh salad bars (new Farm to School Program)

3. Fresh entrée production on-site

4. Improve access to local cultural foods and entrées

5. Improve availability of four (4) meal service options: Traditional dish-up, salad bar, BBQ grill station, prepackaged speed lines

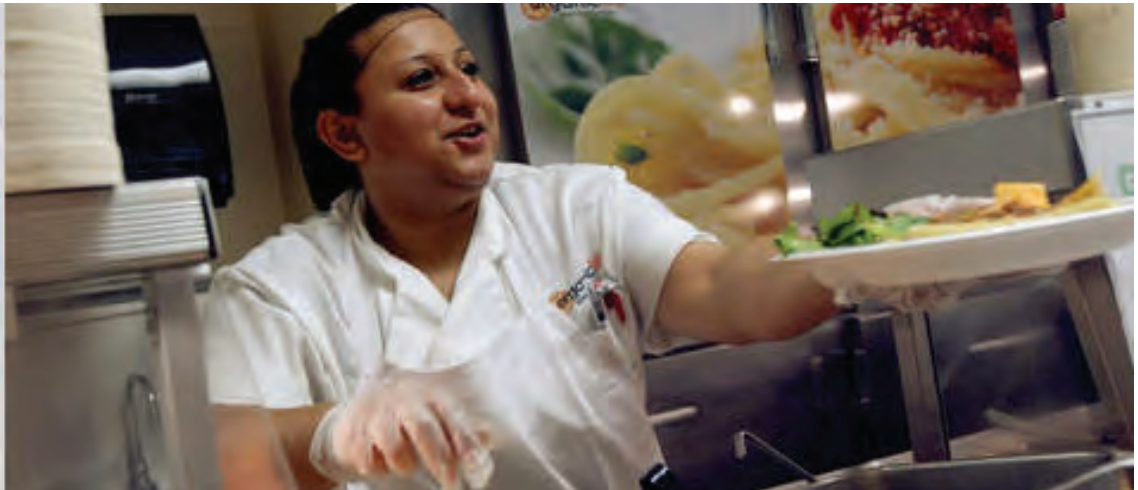
6. Traditional dish-up tray line meal service (staff will serve students – improved customer service)

7. Use eco-friendly compostable service trays

8. Use eco-friendly utensils

9. Updated/modern ambiance and décor (similar to the restaurant industry)

10. Use of digital menu boards



INTERMEDIATE STUDENT EXPERIENCE IMPROVEMENTS:

1. Menus will expand to serve more fresh-made salads, wraps, sandwiches, fruits and vegetables

2. Install farm fresh salad bars (new Farm to School Program)

3. Fresh entrée production on-site

4. Improve access to local cultural foods and entrées

5. Improve availability of three (3) meal service options: Traditional dish-up, salad bar, and prepackaged speed lines

6. Traditional dish-up tray line meal service (staff will serve students – improved customer service)

7. Use eco-friendly compostable service trays

8. Use eco-friendly utensils

9. Updated/modern ambiance and décor (similar to the restaurant industry)

10. Use of digital menu boards

ELEMENTARY STUDENT EXPERIENCE IMPROVEMENTS:

1. Menus will expand to serve more fresh-made salads, fruits and vegetables

2. Install farm fresh produce bars (new Farm to School Program)

3. Improve access to local cultural foods and entrées

4. Traditional dish-up tray line meal service (staff will serve students – improved customer service)

5. Use eco-friendly compostable service trays

6. Use eco-friendly utensils

7. Updated/modern ambiance and décor

8. Indoor service and customer experience

CENTRAL KITCHEN FACILITY AND SERVICE IMPROVEMENTS:

1. Menu production will include a new cook/chill process to prepare fresh made protein meats such as beef, chicken, and pork

2. Prepare large quantities of sauces, soups, fresh fruits, and vegetables

3. Install mechanical production equipment to minimize lifting and heavy duty work

4. Fresh entrée and side dishes production for grades PreK-12

5. Decrease waste

6. Improve recycling program

7. Maximize centralized labor resources

8. Updated/modern kitchen equipment and facilities

9. Improve cold and dry storage capacity

10. Implement a new test kitchen for new menu/product development and learning lab for parents

COSTING OVERVIEW

FUNDING AND COST ESTIMATES

Specific design plans that accomplish the stakeholder vision meal service and address the operational issues at each school are provided in this report. With the majority of the District's kitchens grossly undersized, this minimum layout requires expansion and major renovation at nearly all of the sites. Preliminary cost estimates for the improvements are included on pages 19-193. Full implementation of the Kitchen Facilities Master Plan (KFMP) improvements exceed the current available funding sources.

Nutrition Services funds may be used for a portion of the project costs, including equipment and specific building fixtures and amenities. However, Nutrition Services funds are restricted and cannot be spent on capital improvements, such as infrastructure or structural changes. Other District funds would be required to support the Nutrition Services' funds to cover the capital improvement costs. As of February 2016, Nutrition Services funds available are $11 million. It is important to distinguish that the facilities funding discussed in this section is designated solely for facilities improvements and cannot by law be used for non-facilities purposes, such as staffing or operational costs.

With the District's antiquated kitchens and numerous needs, the available District funding sources are deficient to complete the identified improvements in this KFMP. In the continuous effort to provide student environments that promote learning, the District is actively exploring additional funding initiatives and devising financial strategies to meet the costs for current and future needs.

The District is also exploring other funding sources that would allow the District to leverage funds and extend the building program in order to maximize the number of projects that can be completed. The District has modernization eligibility in the State School Facility Program in the amount of $46,895,454 for twelve District schools. While primarily intended to modernize classroom infrastructure, a portion of these modernization grants may also be used to supplement kitchen improvements. The District plans to apply for these grants; however, the modernization grant is a 60/40 sharing program with the State. The modernization grants would be contingent upon voters approving a new District general obligation bond in order to meet the matching requirement of $31,263,636. Other potential funding sources being analyzed include City and Joint-use partnerships, redevelopment, and Qualified Zone Academy Bonds.

The following table summarizes the preliminary cost estimates for all recommended improvements, including new equipment and expansion of the building footprint, by grade level and school. Individual site plans and improvements are detailed by site on pages 19-193. Allowances for contingencies and unforeseen conditions, architectural and engineering fees, State agency fees, program management, construction management, inspections and tests, permits, and so forth ("soft costs") are included in the estimated costs to develop a comprehensive plan for financing all the District's kitchen needs.

Cost Estimates

HIGH SCHOOLS	GENERAL FUND	NUTRITION SERVICES FUND	TOTAL
Century High School	$3,383,826	$2,279,030	$5,662,856
Chavez High School	$1,270,047	$526,850	$1,796,897
Godinez High School	$2,008,691	$2,242,001	$4,250,692
Griset High School	$1,218,247	$1,868,882	$3,087,129
Middle College High School	$1,270,047	$526,850	$1,796,897
REACH Academy	$1,270,047	$526,850	$1,796,897
Saddleback High School	$4,310,469	$2,757,120	$7,067,589
Santa Ana High School	$0	$0	$0
Segerstrom High School	$2,353,623	$839,515	$3,193,138
Valley High School	$3,935,778	$2,657,863	$6,593,641

INTERMEDIATE SCHOOLS	GENERAL FUND	NUTRITION SERVICES FUND	TOTAL
Carr Intermediate School	$2,421,831	$797,895	$3,219,726
Lathrop Intermediate School	$2,005,675	$1,108,779	$3,114,454
MacArthur Intermediate School	$1,968,356	$839,515	$3,066,146
Mcfadden Intermediate School	$2,617,170	$1,023,408	$3,640,578
Mendez Intermediate School	$1,800,283	$1,037,536	$2,837,819
Sierra Prepatory Academy	$2,332,075	$1,225,544	$3,557,619
Spurgeon Intermediate School	$1,879,150	$1,071,312	$2,950,462
Villa Intermediate School	$1,658,587	$1,023,408	$2,681,995
Willard Intermediate School	$2,408,663	$1,143,313	$3,551,976

ELEMENTARY SCHOOLS	GENERAL FUND	NUTRITION SERVICES FUND	TOTAL
Central Kitchen	$17,000,000	$6,000,000	$23,000,000
Adams Elementary School	$801,950	$387,613	$1,189,563
Advanced Learning Academy	$1,270,047	$526,850	$1,796,897
Carver Elementary School	$1,564,22	$496,783	$2,061,010
Davis Elementary School	$1,135,372	$487,878	$1,623,220
Diamond Elementary School	$2,052,875	$497,628	$2,550,503
Esqueda Elementary School	$1,781,460	$599,662	$2,381,122
Edison Elementary School	$1,077,230	$441,705	$1,518,935
Franklin Elementary School	$1,227,839	$558,780	$1,786,619
Fremont Elementary School	$1,221,769	$518,880	$1,740,649
Garfield Elementary School	$1.301.616	$515,376	$1,816,992
Greenville Elementary School	$1,330,451	$526,850	$1,857,391
Harvey Elementary School	$1,489,110	$608,221	$2,079,331
Heroes Elementary School	$1,379,397	$512,722	$1,892,119
Heninger Elementary School	$1,609,473	$646,875	$2,256,348
Hoover Elementary School	$1,433,627	$586,500	$2,021,127
Jackson Elementary School	$1,649,711	$504,752	$2,154,463
Jefferson Elementary School	$1,350,302	$515,016	$1,865,318
Kennedy Elementary School	$1,303,408	$499,440	$1,802,848
King Elementary School	$906,485	$460,823	$1,367,308
Lincoln Elementary School	$1,240,920	$491,953	$1,732,873
Lowell Elementary School	$1,474,079	$460,823	$1,367,308
Madison Elementary School	$1,634,709	$545,532	$2,180,002
Martin Elementary School	$1,046,348	$488,089	$2,154,463
Mitchell CDC	$5,000	$0	$5,000

Cost Estimates

ELEMENTARY SCHOOLS	GENERAL FUND	NUTRITION SERVICES FUND	TOTAL
Monroe Elementary School	$1,679,136	$561,625	$2,240,761
Monte Vista Elementary School	$1,424,833	$532,766	$1,957,599
Muir Elementary School	$1,663,928	$578,289	$2,242,217
Pio Pico Elementary School	$1,356,868	$571,890	$1,928,758
Remington Elementary School	$1,026,806	$353,155	$1,379,961
Romero-Cruz Elementary School	$1,066,309	$493,437	$1,559,746
Roosevelt Elementary School	$1,402,767	$548,464	$1,951,231
Santiago Elementary School	$1,322,709	$560,901	$1,883,610
Sepulveda Elementary School	$1,246,234	$491,953	$1,738,187
Taft Elementary School	$1,377,859	$551,604	$1,928,689
Thorpe Elementary School	$1,447,234	$592,900	$2,040,134
Walker Elementary School	$1,759,521	$592,538	$2,352,059
Washington Elementary School	$1,681,824	$501,855	$2,183,679
Wilson Elementary School	$804,293	$384,918	$1,189,211

SCHOOLS	TOTALS
ELEMENTARY SCHOOLS	$91,541,667
INTERMEDIATE SCHOOLS	$28,620,775
HIGH SCHOOLS	$35,245,436
TOTAL	$155,407,878

Recommended Improvements

High Schools.....19
Intermediate Schools.....47
Elementary Schools.....76

HIGH SCHOOLS

- Century High School
- Cesar Chavez High School
- Godinez Fundamental High School
- Lorin Griset Academy
- Middle College High School
- REACH Academy
- Saddleback High School
- Santa Ana High School
- Segerstrom High School
- Valley High School

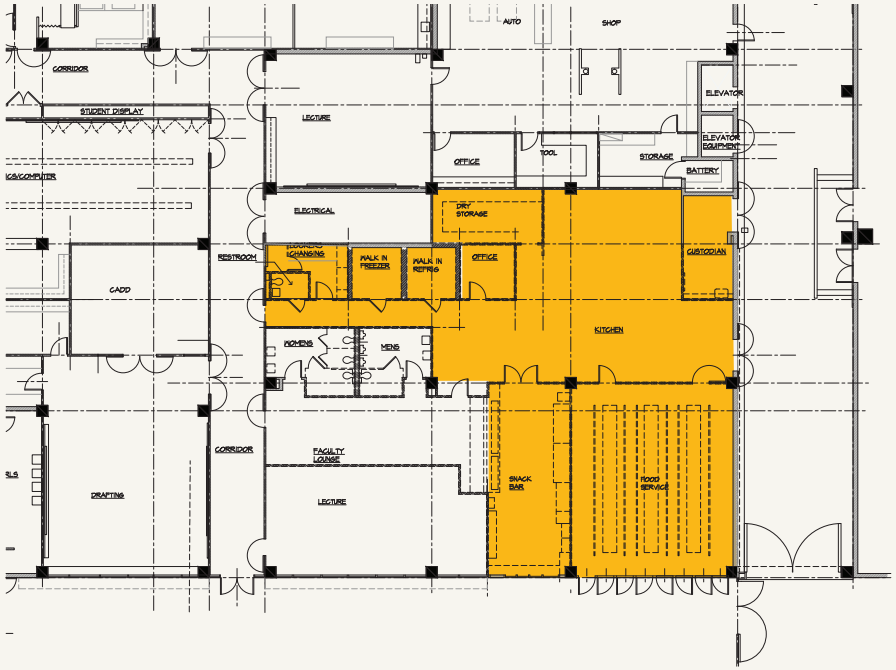
CENTURY HIGH SCHOOL

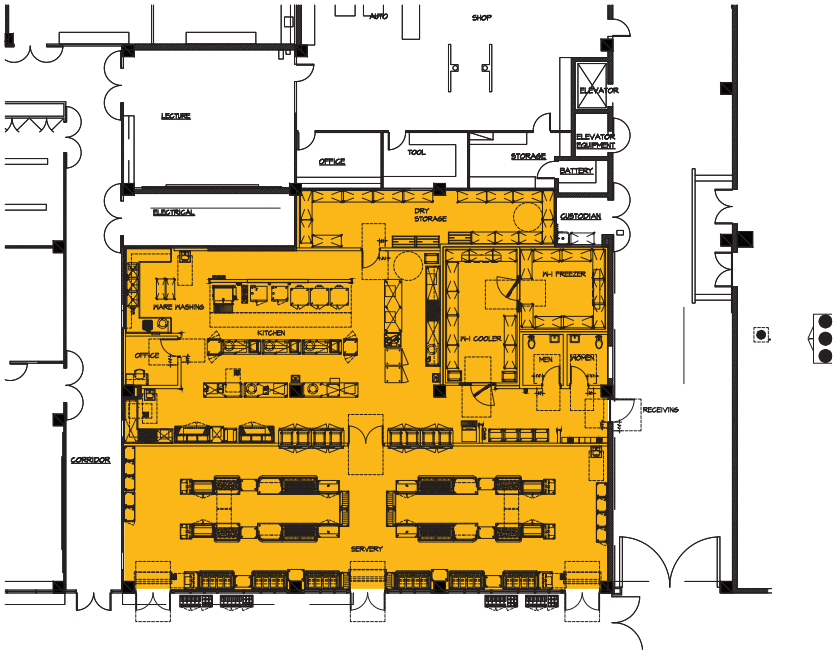
Current Kitchen and Serving Area

2016-2017 Enrollment: 1,790

Meals Served: 1,882

Year Built: 1989





Existing Space: 3,910 sq. ft.

Recommended Improvements: 5,531 sq. ft.

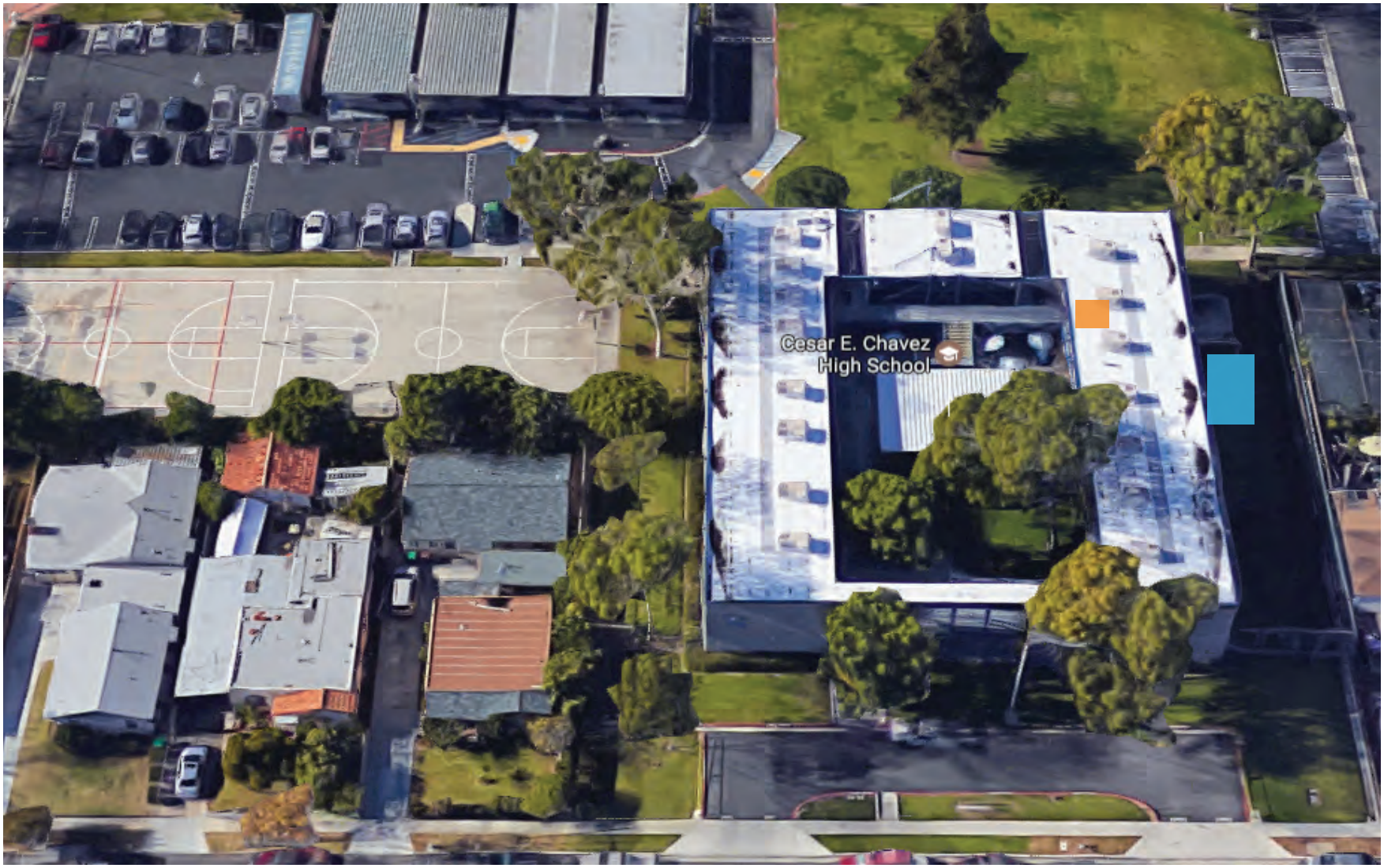
- Utilize existing location to minimize utility relocation and construction costs
- Expansion must remain within building footprint due to existing site constraints, which do not allow for exterior building addition
- Relocate staff lounge across corridor
- Provide salad bar and barbeque grill station to expand student options

MASTERPLAN DESIGN

TYPE	GENERAL FUND	NUTRITION SERVICES FUND
SITE WORK (DEMO & NEW) (DSA Mandated work)	$100,000	$0
DEMOLITION (BUILDING) (5531 SF x $55)	$304,205	$0
RENOVATION (5531 SF x $400)	$1,659,300	$553,100
INTERIM KITCHEN COST	$500,000	$0
FOOD SERVICE EQUIPMENT	$0	$1,200,000
SUBTOTAL	$2,563,505	$1,753,100
CONTINGENCY (10%)	$256,350	$175,310
SOFT COSTS (20%)	$563,971	$350,620
TOTAL	$3,383,826	$2,279,030

TOTAL PROJECT COST: $5,662,856

CHAVEZ HIGH SCHOOL



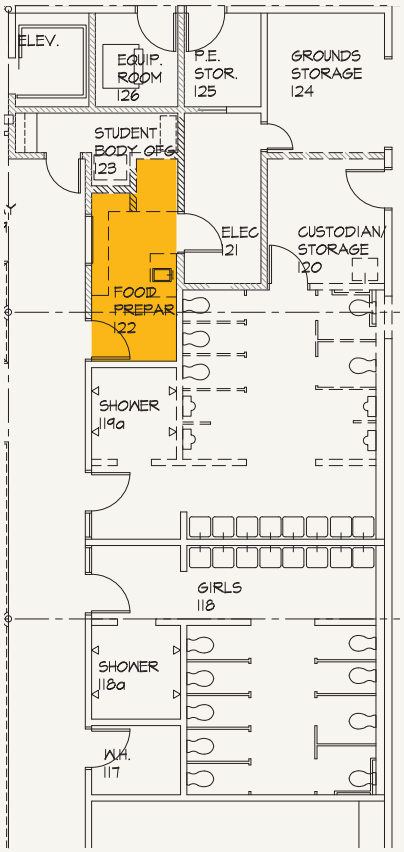
Current Kitchen Area

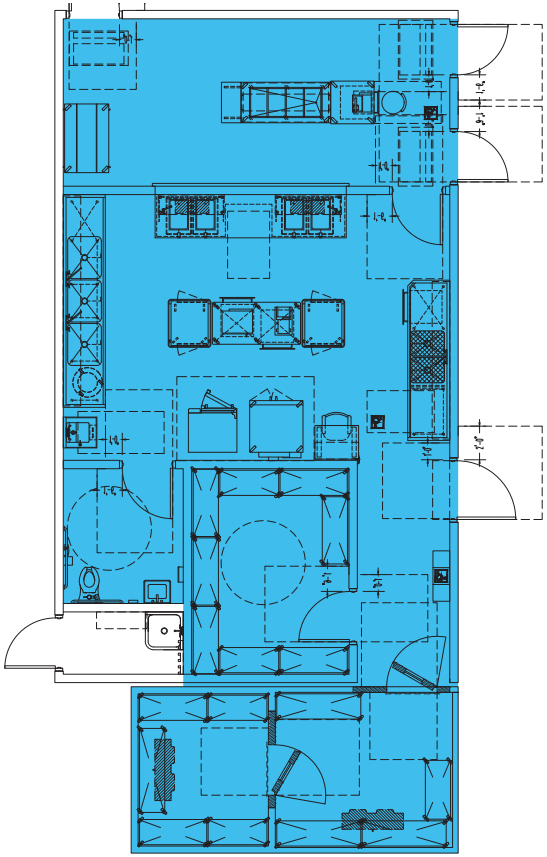
Proposed Kitchen Building

2016-2017 Enrollment: 331

Daily Meals Served: 298

Year Built: 1992





Existing Space: 97 sq. ft.

Recommended Improvements: 1,072 sq. ft.

- Expansion cannot occur within building footprint due to adjacent uses, which requires a new kitchen building to be provided
- New building to be placed in underutilized area of campus
- Existing food service area will be recaptured for educational purposes
- Provide interior student serving area (students are currently served outside)

MASTERPLAN DESIGN

TYPE	GENERAL FUND	NUTRITION SERVICES FUND
SITE WORK (DEMO & NEW) (DSA Mandated work)	$100,000	$0
DEMOLITION (BUILDING)	$0	$0
EXPANSION	$395,325	$0
RENOVATION	$425,000	$0
FOOD SERVICE FINISHES	$0	$131,77563
FOOD SERVICE EQUIPMENT	$0	$250,000
SUBTOTAL	$920,325	$381,775
CONTINGENCY (15%)	$138,048	$57,266
SOFT COSTS (20%)	$211,674	$87,808
TOTAL	$1,270,047	$526,850

TOTAL PROJECT COST: $1,796,897

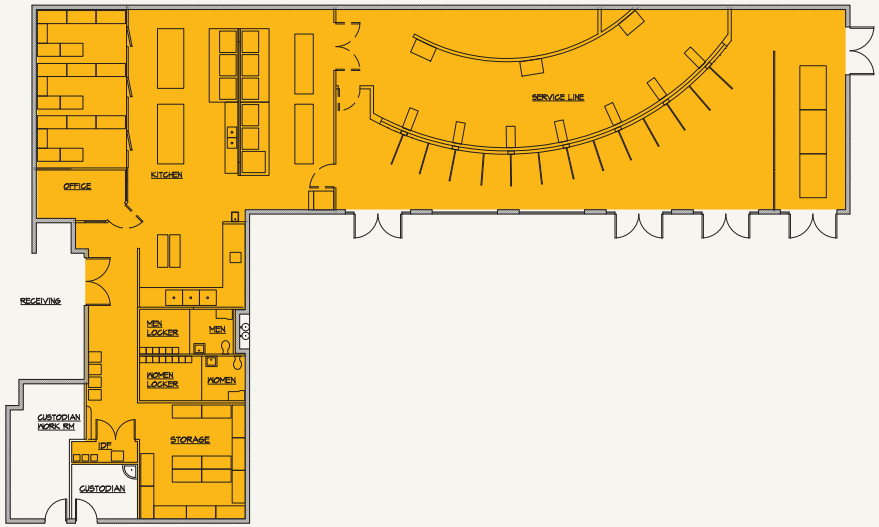
GODINEZ HIGH SCHOOL

Current Kitchen and Serving A rea

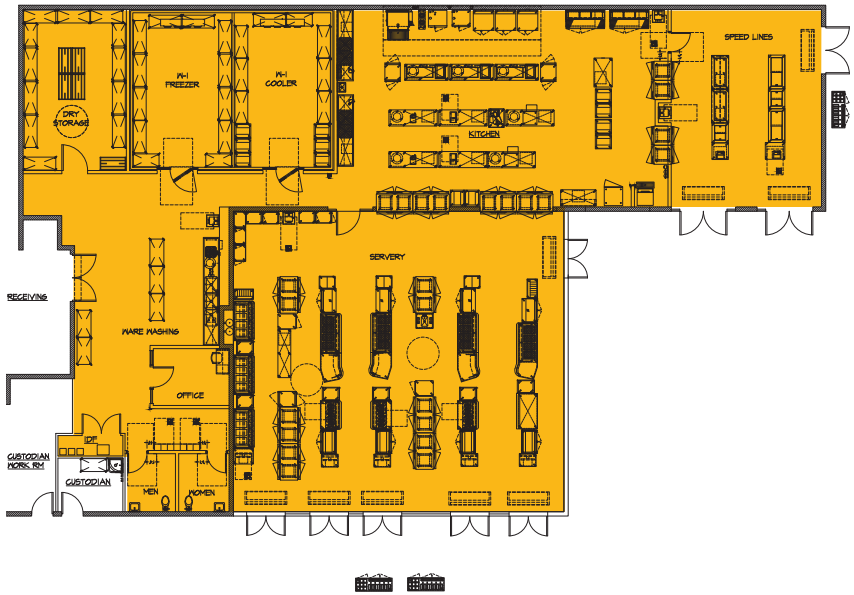
2016-2017 Enrollment: 2,542

Daily Meals Served: 2,450

Year Built: 2007



Existing Space: 4,853 sq. ft.



Recommended Improvements: 7,363 sq. ft.

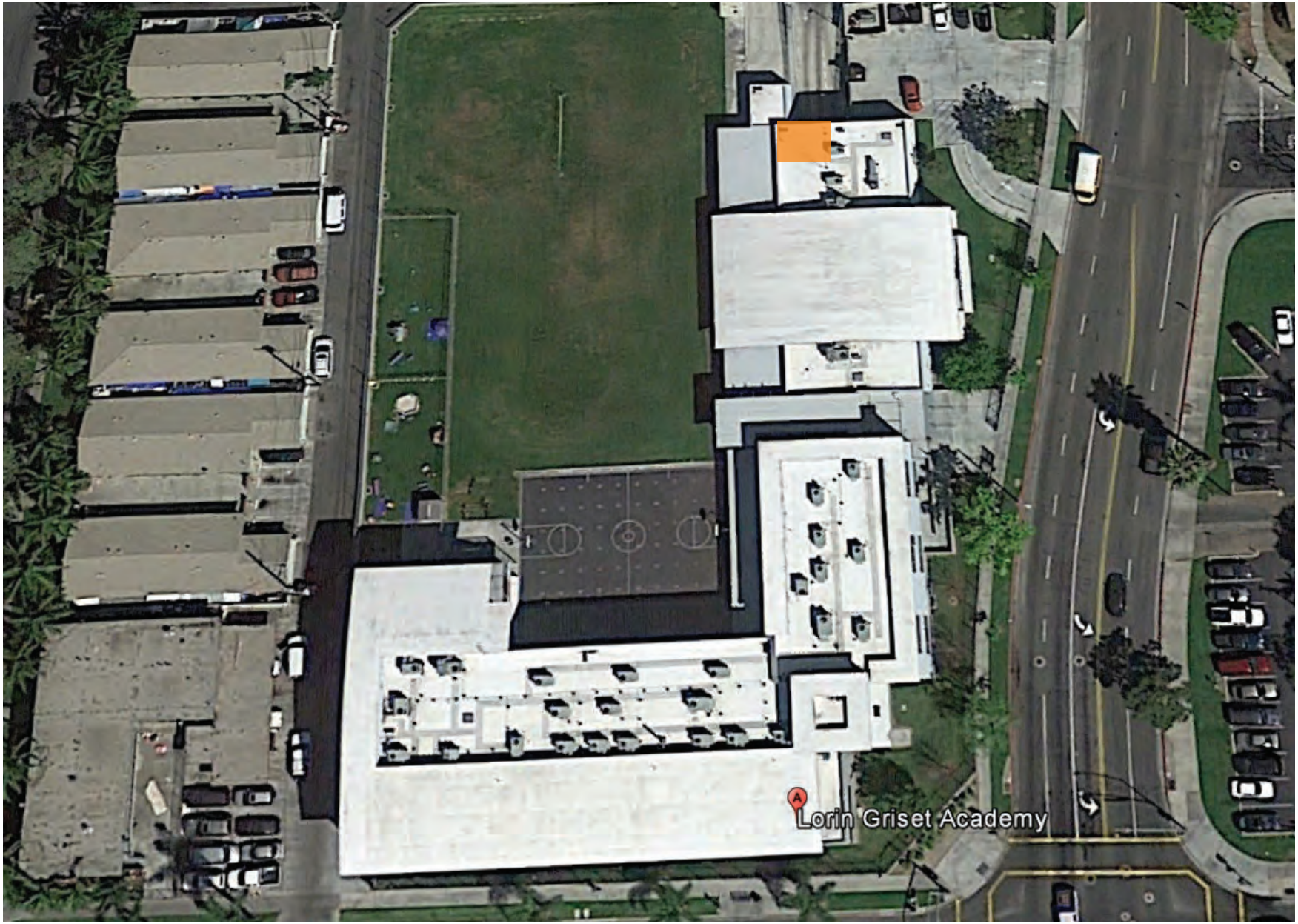
- Utilize existing location to minimize utility relocation and construction costs
- Expansion of serving area located underneath existing building overhang to reduce construction costs
- Provide salad bar and barbeque grill station to expand student options

MASTERPLAN DESIGN

TYPE	GENERAL FUND	NUTRITION SERVICES FUND
SITE WORK (DEMO & NEW) (DSA Mandated work)	$100,000	$0
DEMOLITION (BUILDING)	$66,660	$0
EXPANSION	$1,273,913	$0
RENOVATION	$15,000	$0
SHADE STRUCTURE	$100,000	$0
FOOD SERVICE ALLOWABLES	$0	$424,638
FOOD SERVICE EQUIPMENT	$0	$1,200,000
SUBTOTAL	$1,555,573	$1,624,638
CONTINGENCY (10%)	$218,336	$243,696
SOFT COST (20%)	$334,782	$373,667
TOTAL	$2,008,691	$2,242,001

TOTAL PROJECT COST: $4,350,692

LORIN GRISET HIGH SCHOOL

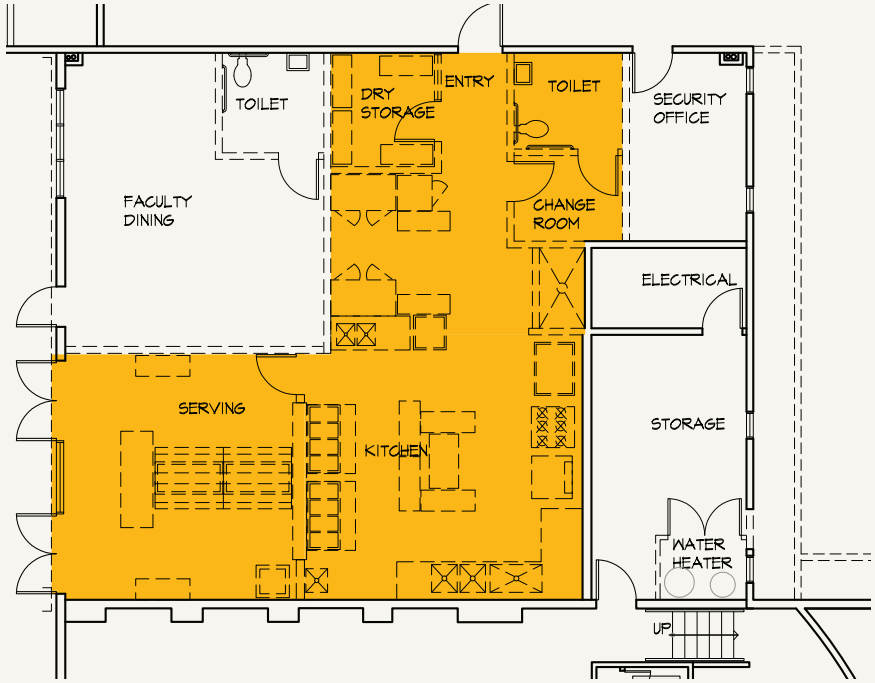


Current Kitchen Area

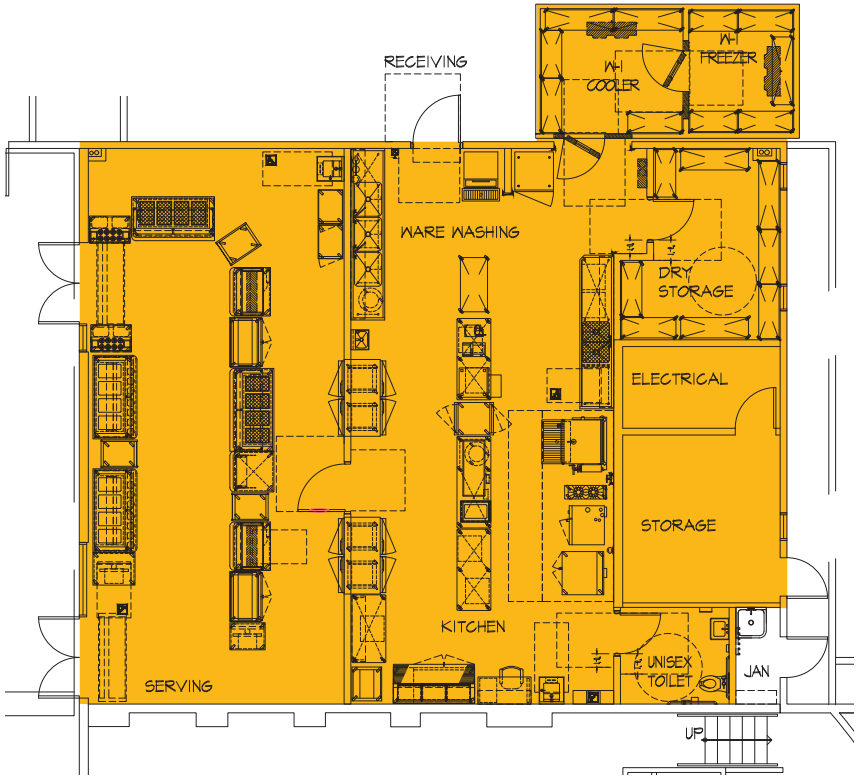
2016-2017 Enrollment: 362

Daily Meals Served: 404

Year Built: 2007



Existing Space: 1,213 sq. ft.



Recommended Improvements: 2,294 sq. ft.

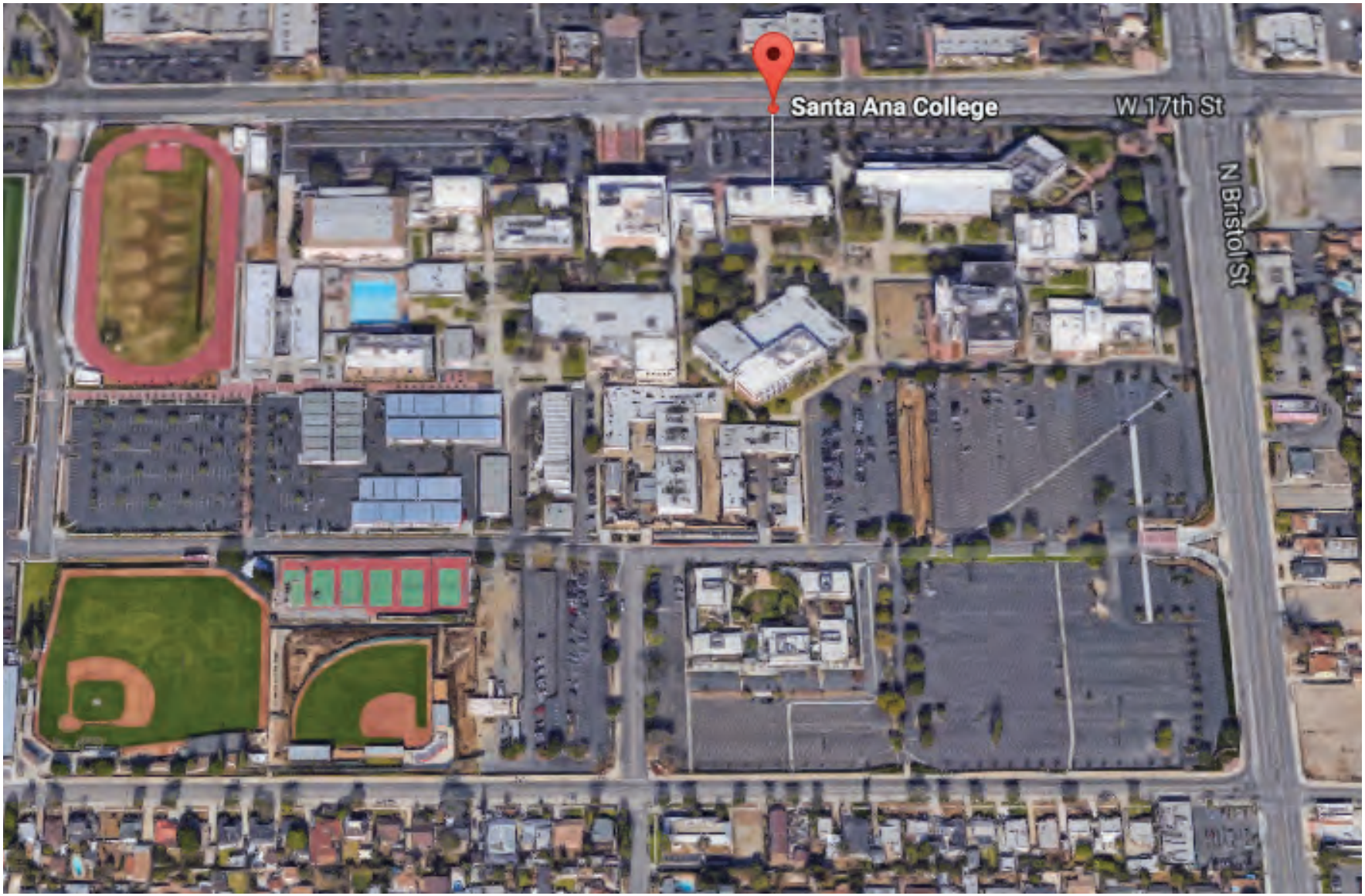
- Utilize existing location to minimize utility relocation and construction costs
- Expansion must remain within building footprint which do not allow for exterior building addition
- Relocate staff lounge to nearby identified space
- Provide salad bar and barbeque grill station to expand student options
- Utilize cost efficient stand-alone exterior refrigeration units

MASTERPLAN DESIGN

TYPE	GENERAL FUND	NUTRITION SERVICES FUND
SITE WORK (DEMO & NEW) (DSA Mandated work)	$100,000	$0
DEMOLITION (BUILDING)	$40,000	$0
EXPANSION	$462,788	$0
RENOVATION	$280,000	$0
FOOD SERVICE ALLOWABLES	$0	$154,263
FOOD SERVICE EQUIPMENT	$0	$1,200,000
SUBTOTAL	$882,788	$1,354,263
CONTINGENCY (10%)	$132,418	$203,139
SOFT COSTS (20%)	$203,041	$311,480
TOTAL	$1,218,247	$1,868,882

TOTAL PROJECT COST: $3,087,129

MIDDLE COLLEGE HIGH SCHOOL



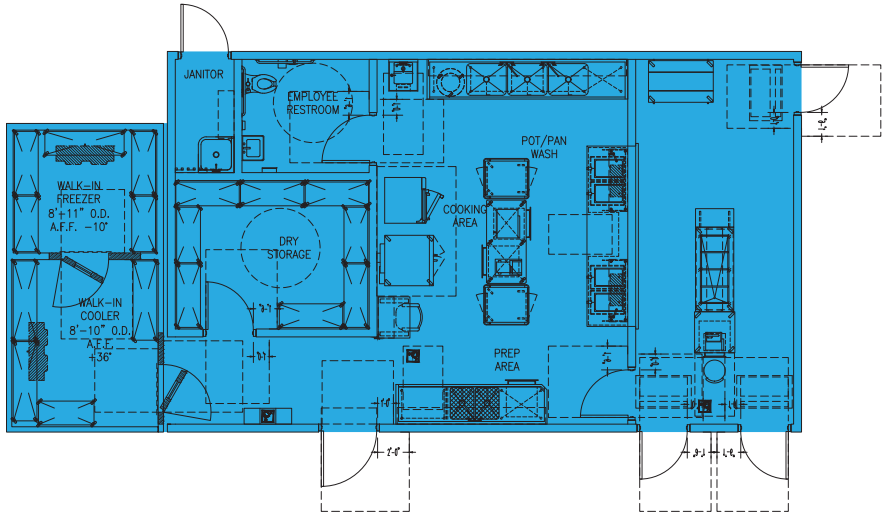
New Kitchen Building (Location TBD)

2016-2017 Enrollment: 316

Daily Meals Served: 354

Year Built: 1997

Middle College High School is located on the Santa Ana College Campus (not owned by SAUSD)



Existing Space: N/A

Recommended Improvements: 1,058 sq. ft.

- Current campus does not have onsite prep or storage location, therefore a new building is required
- New building to be placed in coordination with Santa Ana College
- Provide interior student serving area (students are currently served outside)
- Utilize cost efficient stand-alone exterior refrigeration units

TYPE	GENERAL FUND	NUTRITION SERVICES FUND
SITE WORK (DEMO & NEW) (DSA Mandated work)	$100,000	$0
DEMOLITION (BUILDING)	$0	$0
EXPANSION	$395,325	$0
RENOVATION	$425,000	$0
FOOD SERVICE FINISHES	$0	$131,77563
FOOD SERVICE EQUIPMENT	$0	$250,000
SUBTOTAL	$920,325	$381,775
CONTINGENCY (15%)	$138,048	$57,266
SOFT COSTS (20%)	$211,674	$87,808
TOTAL	$1,270,047	$526,850

TOTAL PROJECT COST: $1,796,897

REACH ACADEMY

No Kitchen Facility on Site

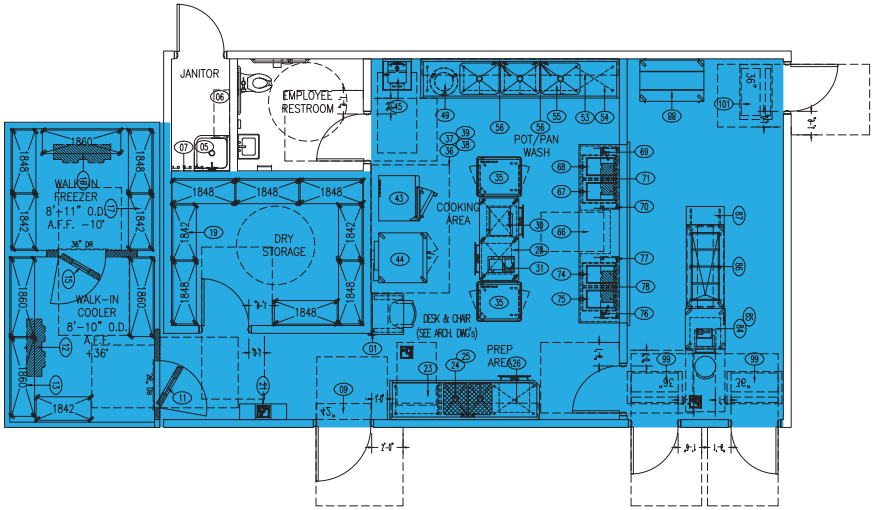
2016-2017 Enrollment: 118

Daily Meals Served: 38

Year Built: 2008

No existing building

Food is delivered and disbursed on a daily basis to students at a exterior location on campus



Existing Space: N/A

Recommended Improvements: 1,058 sq. ft.

- Current campus does not have onsite prep or storage location, therefore a new building is required
- Provide interior student serving area (students are currently served outside)
- Utilize cost efficient stand-alone exterior refrigeration units

MASTERPLAN DESIGN

TYPE	GENERAL FUND	NUTRITION SERVICES FUND
SITE WORK (DEMO & NEW) (DSA Mandated work)	$100,000	$0
DEMOLITION (BUILDING)	$0	$0
EXPANSION	$395,325	$0
RENOVATION	$425,000	$0
FOOD SERVICE FINISHES	$0	$131,77563
FOOD SERVICE EQUIPMENT	$0	$250,000
SUBTOTAL	$920,325	$381,775
CONTINGENCY (15%)	$138,048	$57,266
SOFT COSTS (20%)	$211,674	$87,808
TOTAL	$1,270,047	$526,850

TOTAL PROJECT COST: $1,796,897

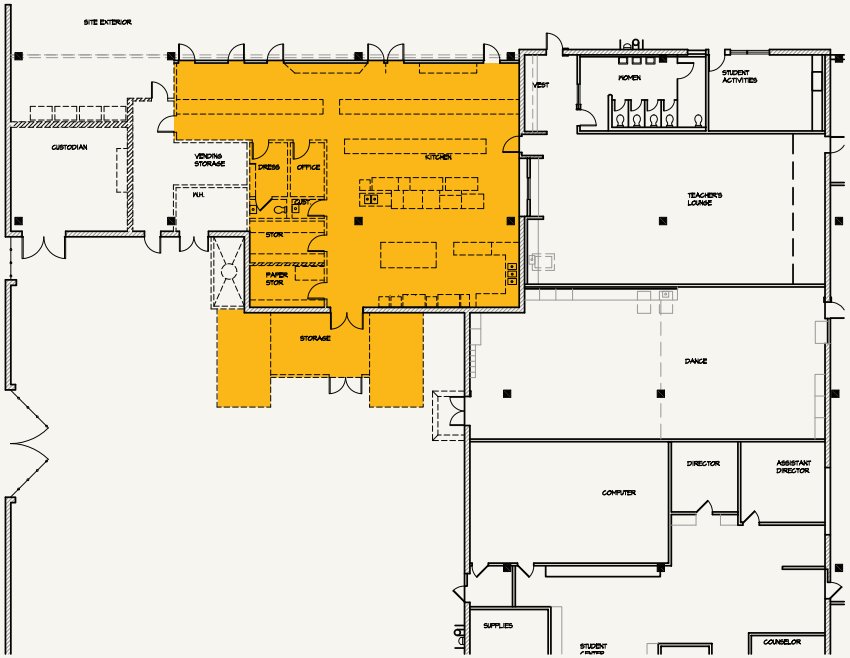
SADDLEBACK HIGH SCHOOL

Kitchen and Serving Area

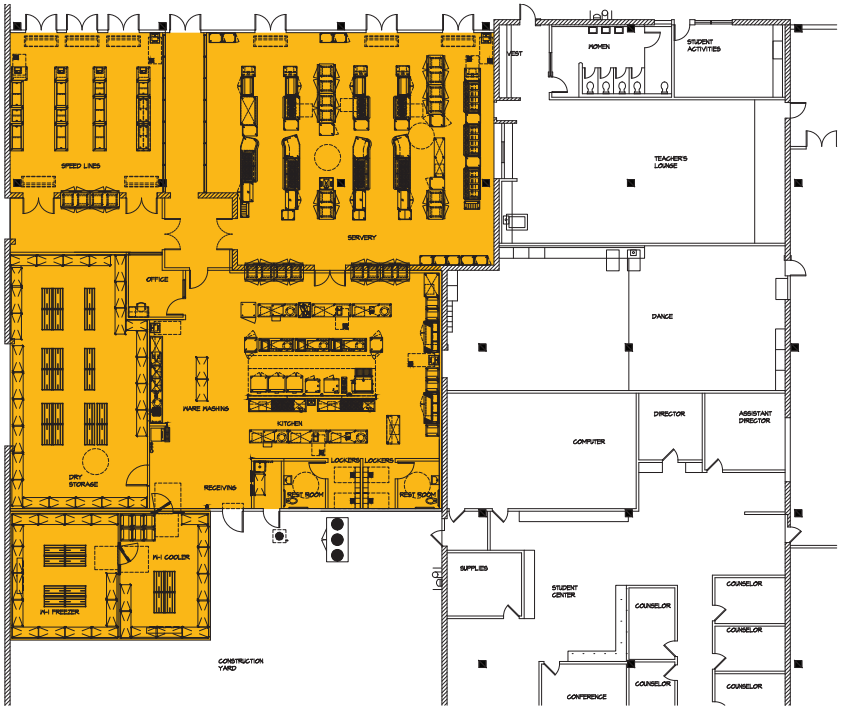
2016-2017 Enrollment: 1,722

Daily Meals Served: 1,927

Year Built: 1966



Existing Space: 2,991 sq. ft.



Recommended Improvements: 9,040 sq. ft.

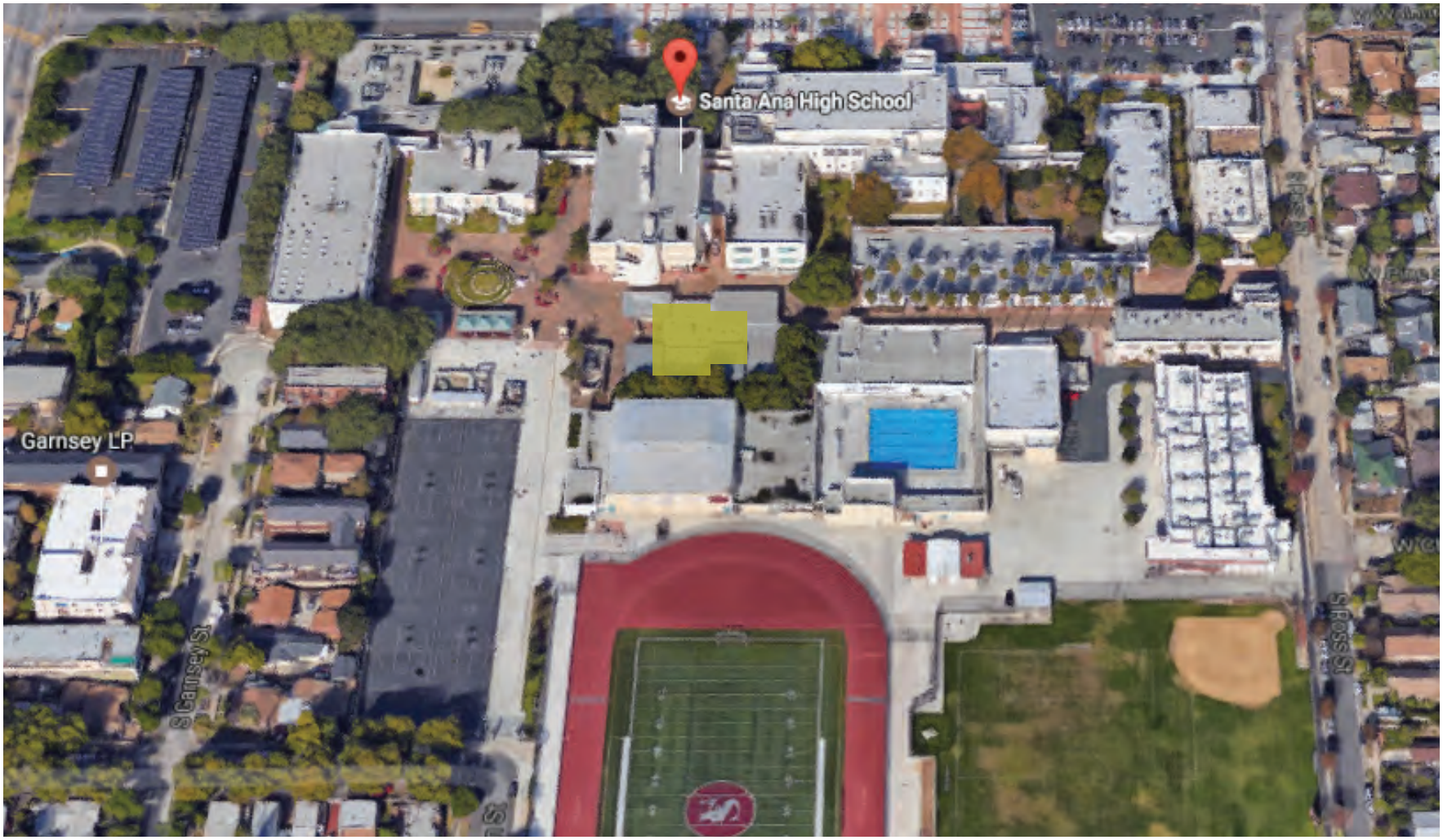
- Utilize existing location to minimize utility relocation and construction costs
- Expansion cannot occur within building footprint due to adjacent uses, which requires exterior building expansion into underutilized area of the campus
- Provide salad bar and barbeque grill station to expand student options
- Utilize cost efficient stand-alone exterior refrigeration units

MASTERPLAN DESIGN

TYPE	GENERAL FUND	NUTRITION SERVICES FUND
SITE WORK (DEMO & NEW) (DSA Mandated work)	$100,000	$0
DEMOLITION (BUILDING)	$229,790	$0
EXPANSION	$2,393,738	$0
RENOVATION	$400,000	$0
FOOD SERVICE ALLOWABLES	$0	$797,913
FOOD SERVICE EQUIPMENT	$0	$1,200,000
SUBTOTAL	$3,123,528	$1,997,913
CONTINGENCY (15%)	$468,530	$299,687
SOFT COSTS (20%)	$718,411	$459,520
TOTAL	$4,310,469	$2,757,120

TOTAL PROJECT COST: $7,067,589

SANTA ANA HIGH SCHOOL

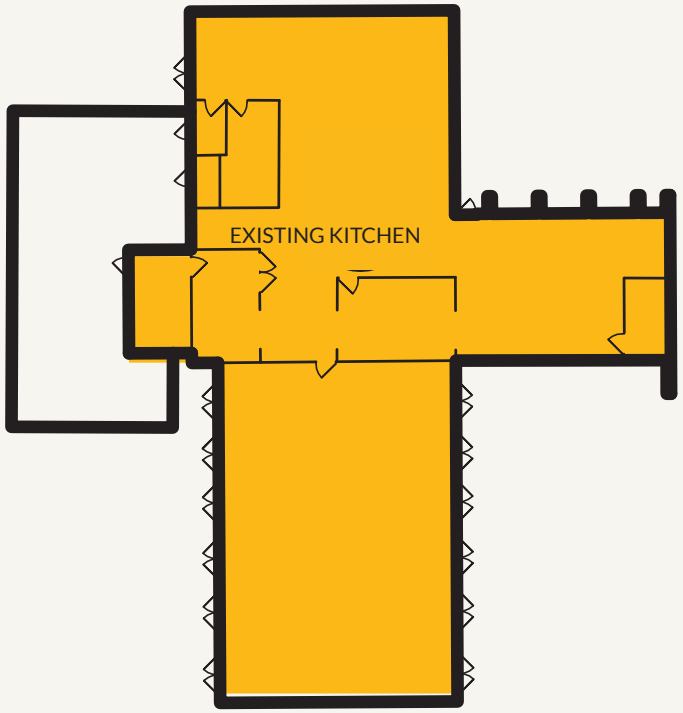


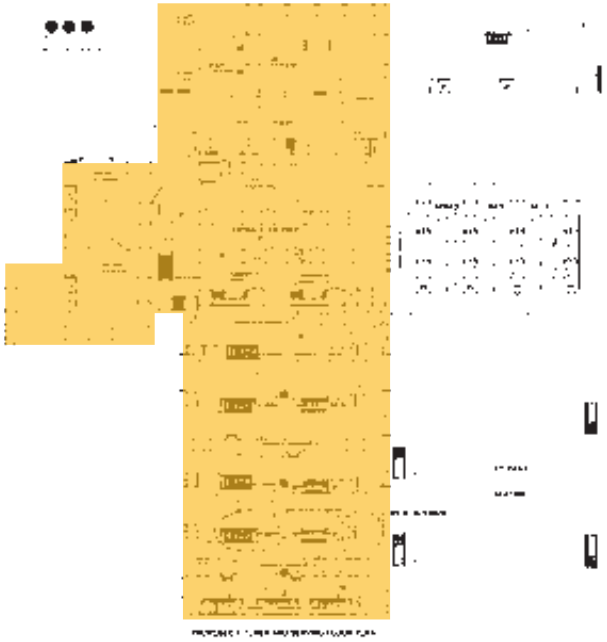
Current Kitchen and Serving Area

2016-2017 Enrollment: 2,185

Daily Meals Served: 2,430

Year Built: 1959





Existing Space: 4,754 sq. ft.

Recommended Improvements: 5,464 sq. ft.

- Utilize existing location to minimize utility relocation and construction costs
- Expansion must remain within building footprint due to existing site constraints, which do not allow for exterior building addition
- Expansion of serving area located underneath existing building overhang to reduce construction costs
- Provide interior student serving area (students are currently served outside)
- Provide salad bar to expand student options
- Relocate staff lounge
- Work shown currently under construction

*Currently under construction /not included in the master plan scope.

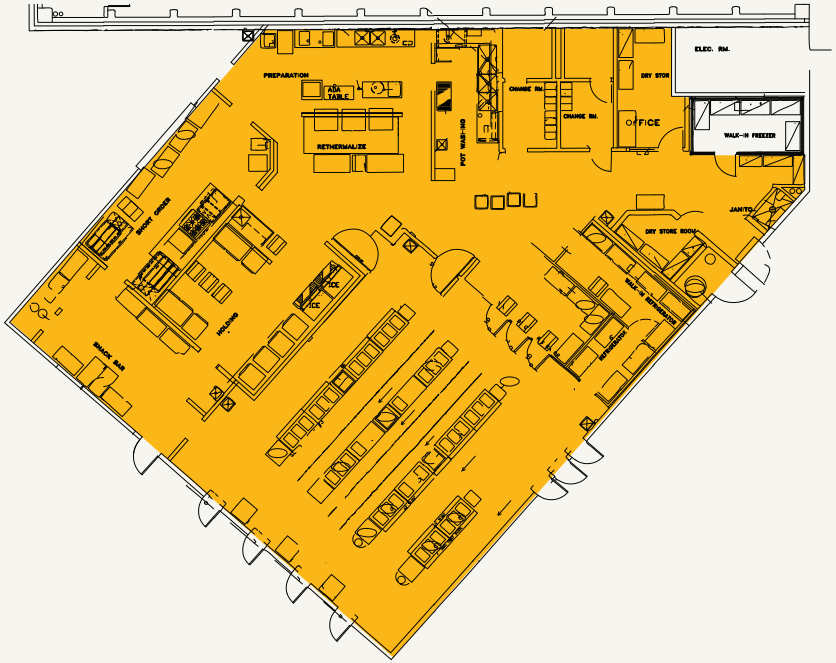
SEGERSTROM HIGH SCHOOL

Current Kitchen and Serving Area

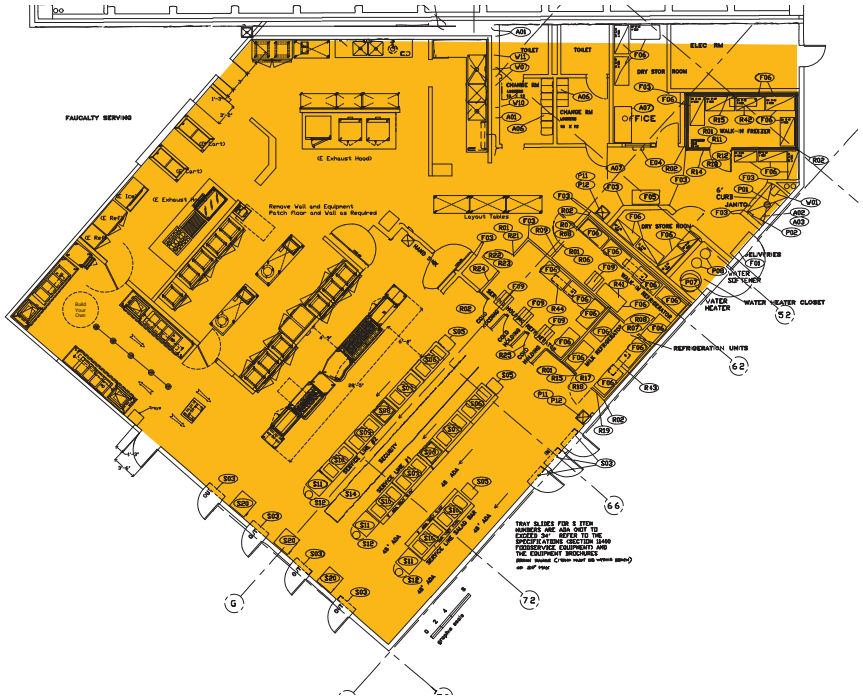
2016-2017 Enrollment: 2,506

Daily Meals Served: 2,479

Year Built: 2005



Existing Space: 5,598 sq. ft.



Recommended Improvements: 5,598 sq. ft.

- Work to be completed within existing building footprint
- Improved layout for effeciency
- Provide salad bar and barbeque grill station to expand student options

MASTERPLAN DESIGN

TYPE	GENERAL FUND	NUTRITION SERVICES FUND
SITE WORK (DEMO & NEW) (DSA Mandated work)	$100,000	$0
DEMOLITION (BUILDING) (2,450/SFx$55)	$134,750	$0
EXPANSION (2,450x$350)	$857,500	$0
RENOVATION	$613,275	$0
FOOD SERVICE FINISHES	$0	$589,515
INTERIM KITCHEN COST	$0	$0
FOOD SERVICE EQUIPMENT	$0	$250,000
SUBTOTAL	$1,705,525	$839,515
CONTINGENCY (15%)	$255,828	$83,951
SOFT COSTS (20%)	$392,270	
TOTAL	$2,353,623	$839,515

TOTAL PROJECT COST: $3,193,138

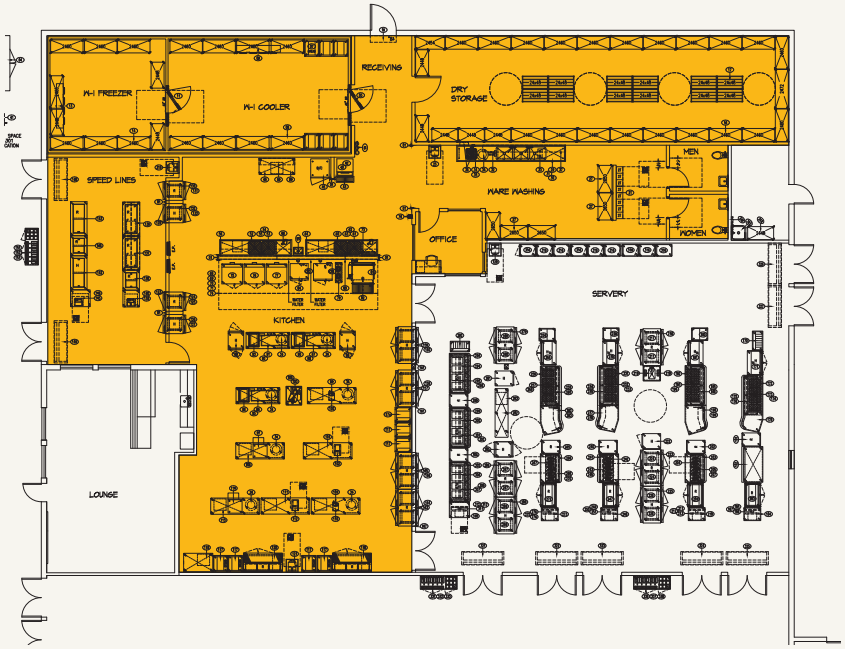
VALLEY HIGH SCHOOL

Current Kitchen and Serving Area

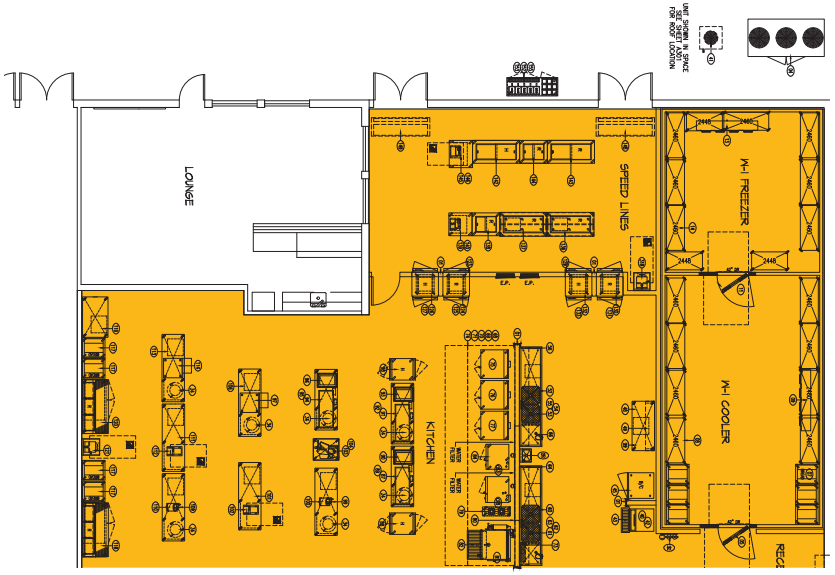
2016-2017 Enrollment: 2,185

Daily Meals Served: 2,430

Year Built: 1959



Existing Space: 3,059 sq. ft.



Recommended Improvements: 7,848 sq. ft.

- Utilize existing location to minimize utility relocation and construction costs
- Expansion must remain within building footprint due to existing site constraints
- Utilize cost efficient stand-alone exterior refrigeration units
- Provide salad bar and barbeque grill station to expand student options

MASTERPLAN DESIGN

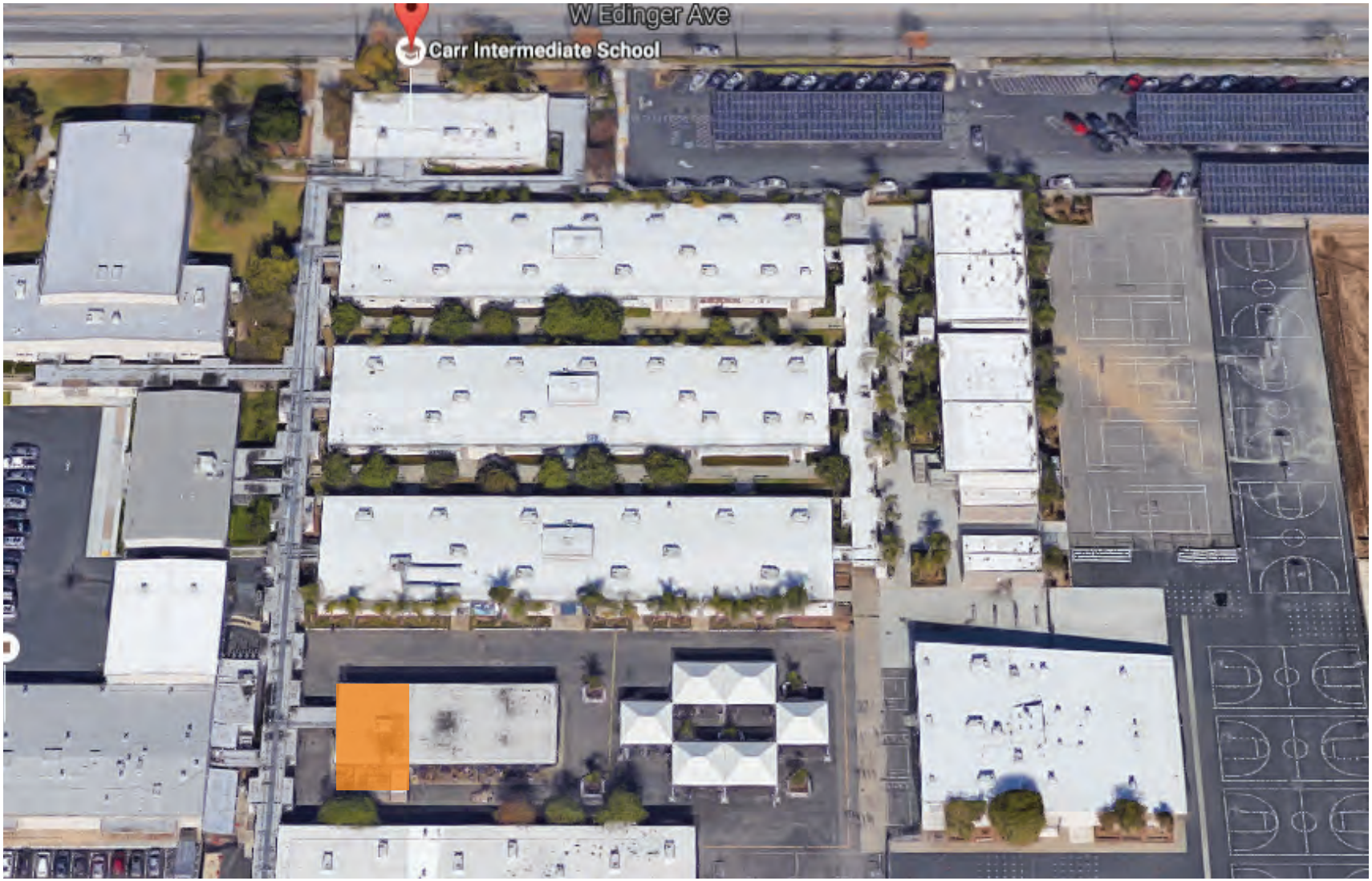
TYPE	GENERAL FUND	NUTRITION SERVICES FUND
SITE WORK (DEMO & NEW) (DSA Mandated work)	$100,000	$0
DEMOLITION (BUILDING)	$149,050	$0
EXPANSION	$2,177,963	$0
RENOVATION	$425,000	$0
FOOD SERVICE ALLOWABLES	$0	$725,988
FOOD SERVICE EQUIPMENT	$0	$1,200,000
SUBTOTAL	$2,953,330	$1,925,988
CONTINGENCY (15%)	$427,802	$288,898
SOFT COST (20%)	$655,963	$442,977
TOTAL	$3,935,778	$2,657,863

TOTAL PROJECT COST: $6,593,641

INTERMEDIATE SCHOOLS

- Carr Intermediate School
- Lathrop Intermediate School
- MacArthur Fundamental Intermediate School
- McFadden Intermediate School
- Mendez Fundamental Intermediate School
- Sierra Prepatory Academy
- Spurgeon Intermediate School
- Villa Fundamental Intermediate School
- Willard Intermediate School

CARR INTERMEDIATE SCHOOL

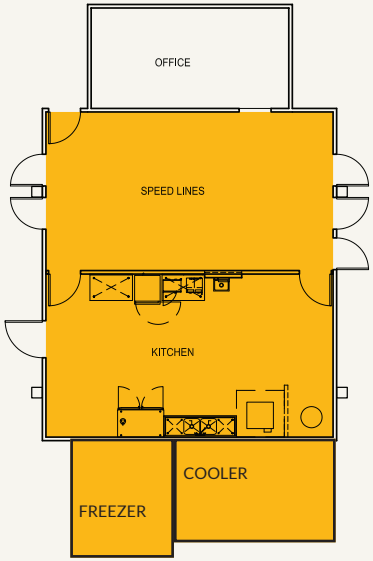


Current Kitchen and Serving Area

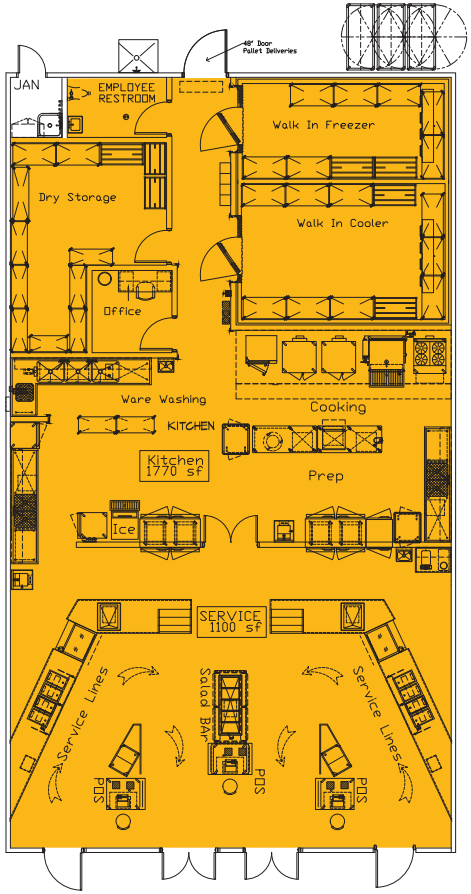
2016-2017 Enrollment: 1,599

Daily Meals Served: 1,797

Year Built: 1950



Existing Space: 1,100 sq. ft.



Recommended Improvements: 2,940 sq. ft.

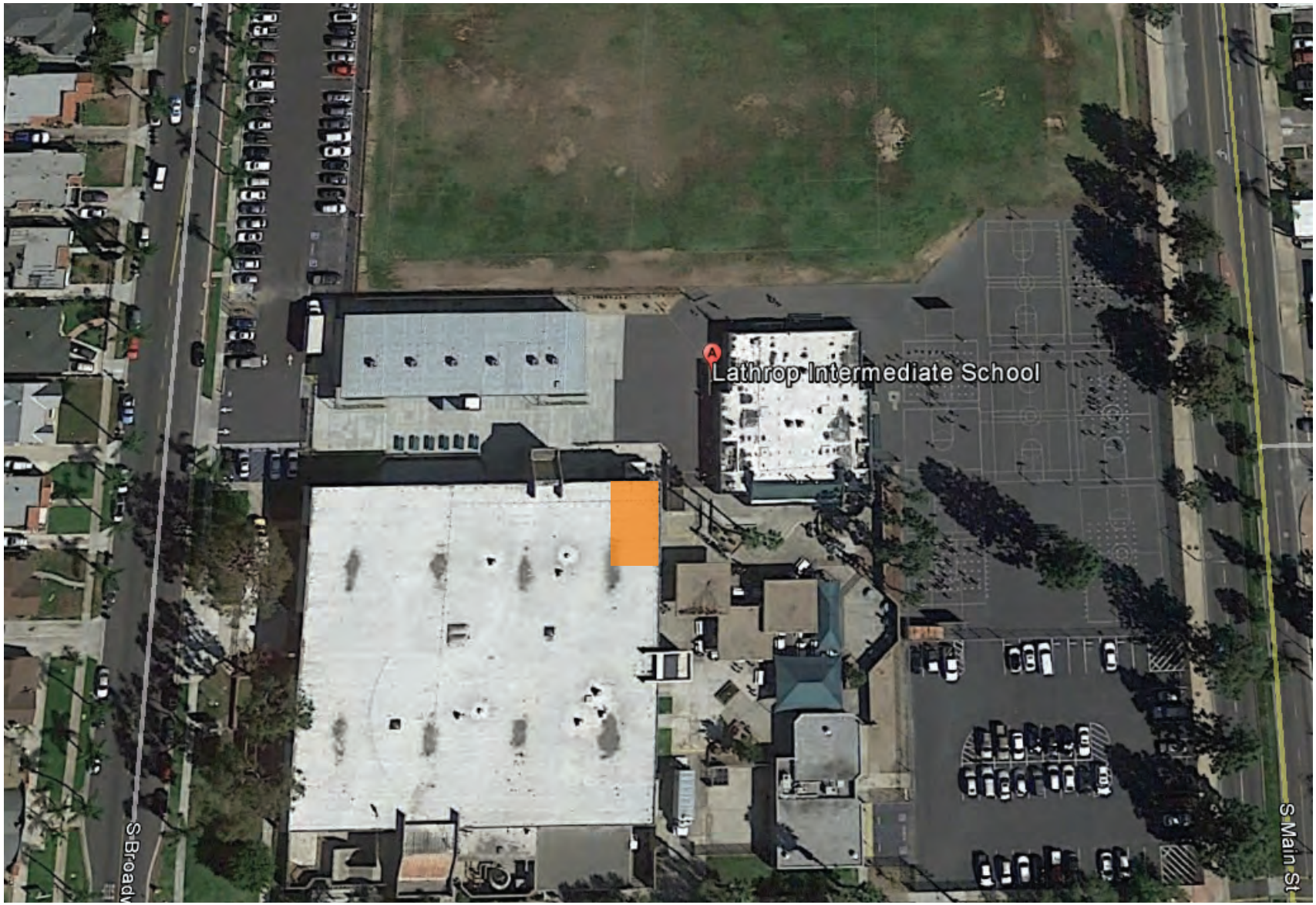
- Due to existing building condition, it was determined that it is more cost efficient to demolish and rebuild
- New building to be placed in existing location to minimize utility relocation and construction costs
- Provide salad bar to expand student options

MASTERPLAN DESIGN

TYPE	GENERAL FUND	NUTRITION SERVICES FUND
SITE WORK (DEMO & NEW) (DSA Mandated work)	$100,000	$0
DEMOLITION (BUILDING)	$39,435	$0
EXPANSION	$1,390,515	$0
RENOVATION	$225,000	$0
FOOD SERVICE ALLOWABLES	$0	$589,515
FOOD SERVICE EQUIPMENT	$0	$505,000
SUBTOTAL	$2,953,330	$578,185
CONTINGENCY (15%)	$263,243	$86,728
SOFT COSTS (20%)	$403,639	$132,983
TOTAL	$2,421,831	$797,895

TOTAL PROJECT COST: $3,219,726

LATHROP INTERMEDIATE SCHOOL

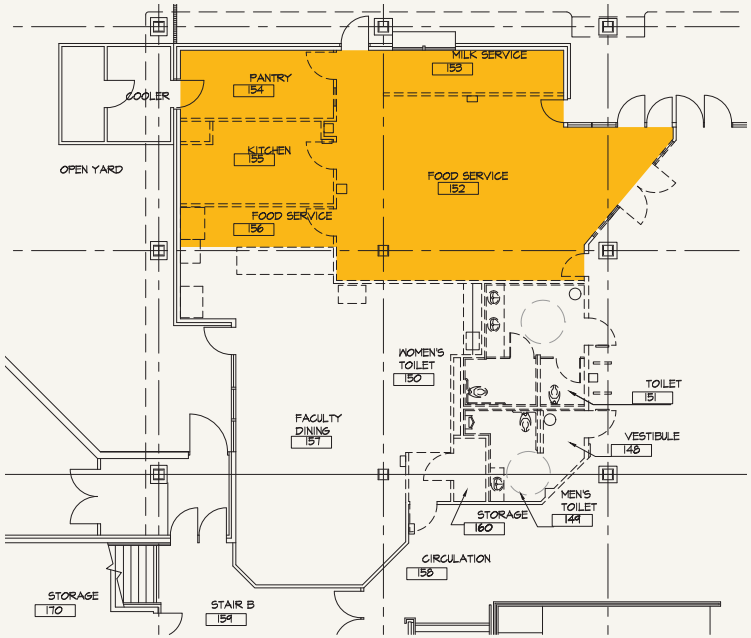


Current Kitchen and Serving Area

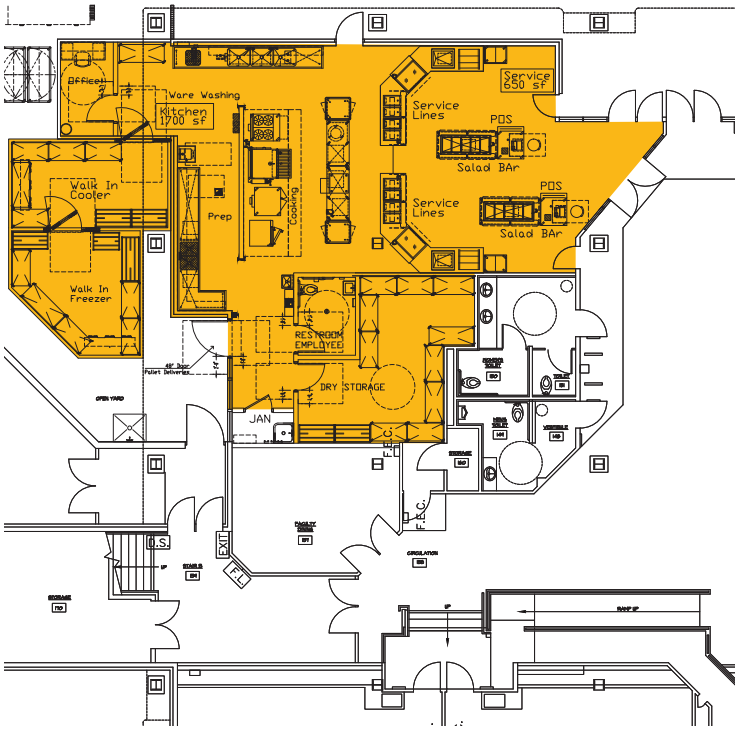
2016-2017 Enrollment: 1,073

Daily Meals Served: 1,208

Year Built: 1974



Existing Space: 1,127 sq. ft.



Recommended Improvements: 2,203 sq. ft.

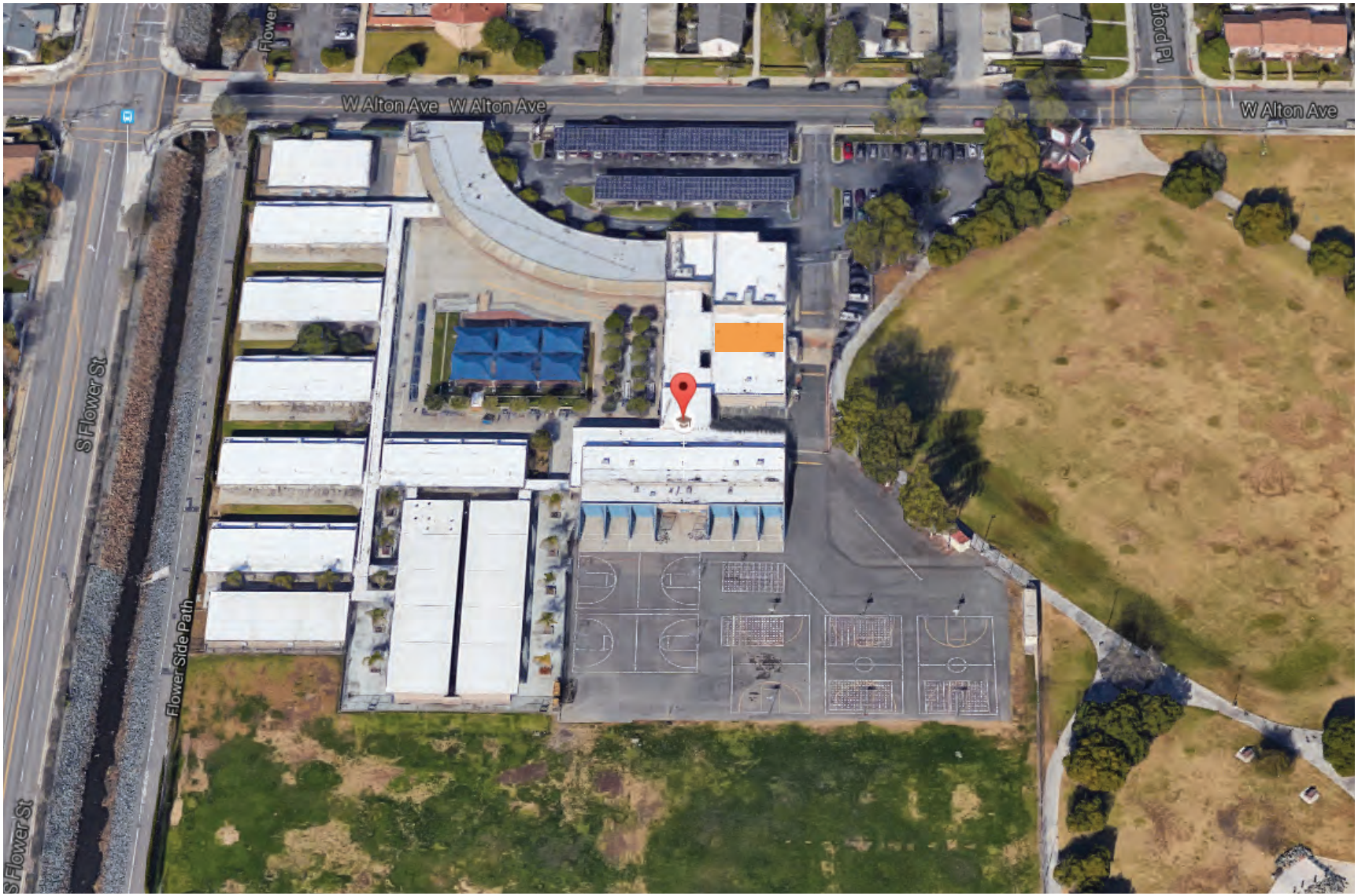
- Utilize existing location to minimize utility relocation and construction costs
- Expansion must remain within building footprint due to existing site constraints, which do not allow for exterior building addition
- Provide salad bar to expand student options
- Reduce size of faculty lounge in order to meet minimum square footage requirements
- Utilize cost efficient stand-alone exterior refrigeration units

MASTERPLAN DESIGN

TYPE	GENERAL FUND	NUTRITION SERVICES FUND
SITE WORK (DEMO & NEW) (DSA Mandated work)	$100,000	$0
DEMOLITION (BUILDING)	$33,000	$0
EXPANSION	$895,388	$0
RENOVATION	$425,000	$0
FOOD SERVICE ALLOWABLES	$0	$298,463
FOOD SERVICE EQUIPMENT	$0	$505,000
SUBTOTAL	$1,453,388	$803,463
CONTINGENCY (15%)	$295,333	$83,951
SOFT COSTS (20%)	$334,279	$184,797
TOTAL	$2,005,675	$1,108779

TOTAL PROJECT COST: $3,114,454

MACARTHUR INTERMEDIATE SCHOOL

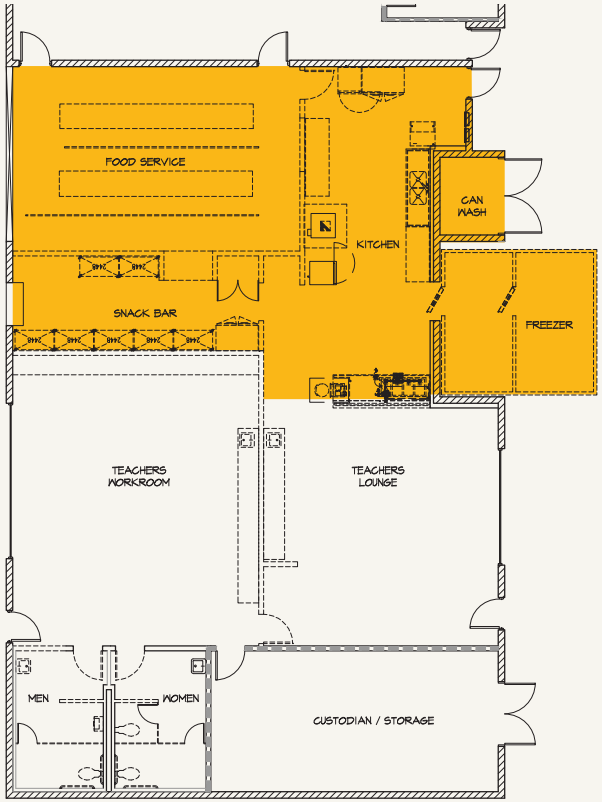


Current Kitchen and Serving Area

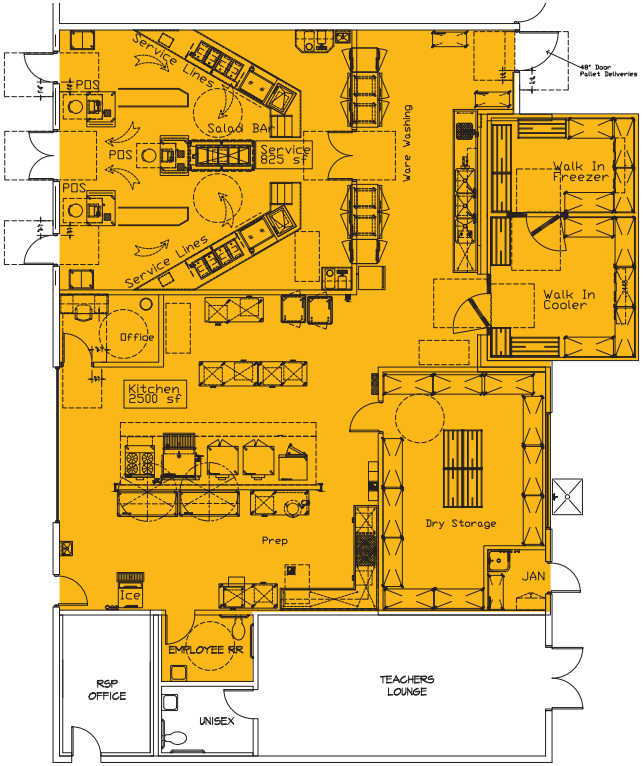
2016-2017 Enrollment: 1,476

Daily Meals Served: 1,559

Year Built: 1994



DEMO EXISTING FLOOR PLAN
1/16"=1'-0"



Existing Space: 1,692 sq. ft.

Recommended Improvements: 3,272 sq. ft.

- Utilize existing location to minimize utility relocation and construction costs
- Expansion must remain within building footprint due to existing site constraints, which do not allow for exterior building addition
- Utilize cost efficient stand-alone exterior refrigeration units
- Provide salad bar to expand student options
- Relocate staff lounge to adjacent space

MASTERPLAN DESIGN

TYPE	GENERAL FUND	NUTRITION SERVICES FUND
SITE WORK (DEMO & NEW) (DSA Mandated work)	$100,000	$0
DEMOLITION (BUILDING)	$174,845	$0
EXPANSION	$871,500	$0
RENOVATION	$280,000	$0
FOOD SERVICE ALLOWABLES	$0	$290,500
FOOD SERVICE EQUIPMENT	$0	$505,000
SUBTOTAL	$1,426,345	$795,500
CONTINGENCY (15%)	$213,952	$119,325
SOFT COSTS (20%)	$328,059	$182,965
TOTAL	$1,968,356	$839,515

TOTAL PROJECT COST: $3,066,146

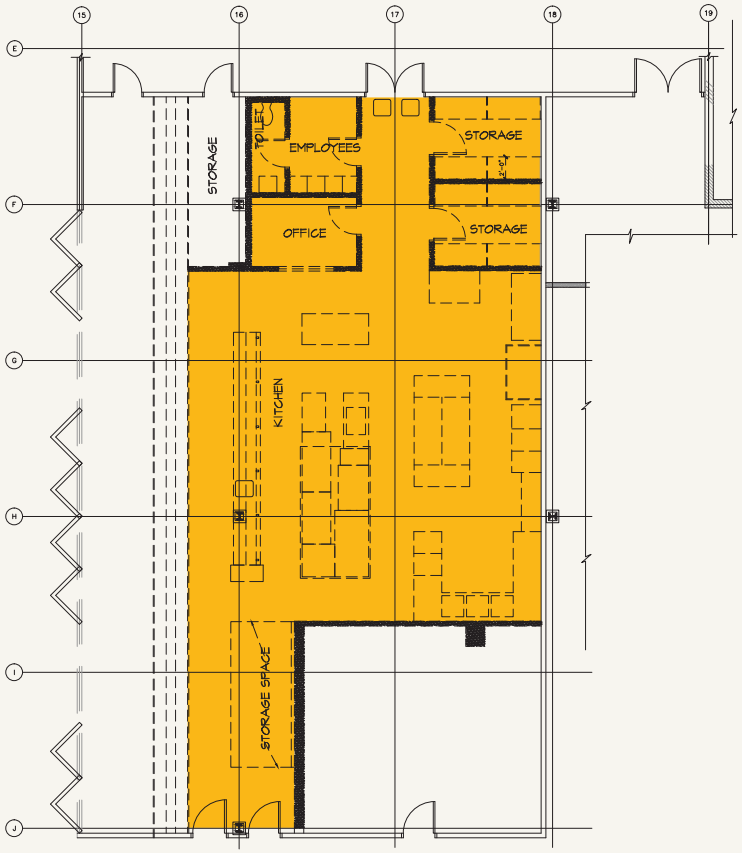
MCFADDEN INTERMEDIATE SCHOOL

Current Kitchen and Serving Area

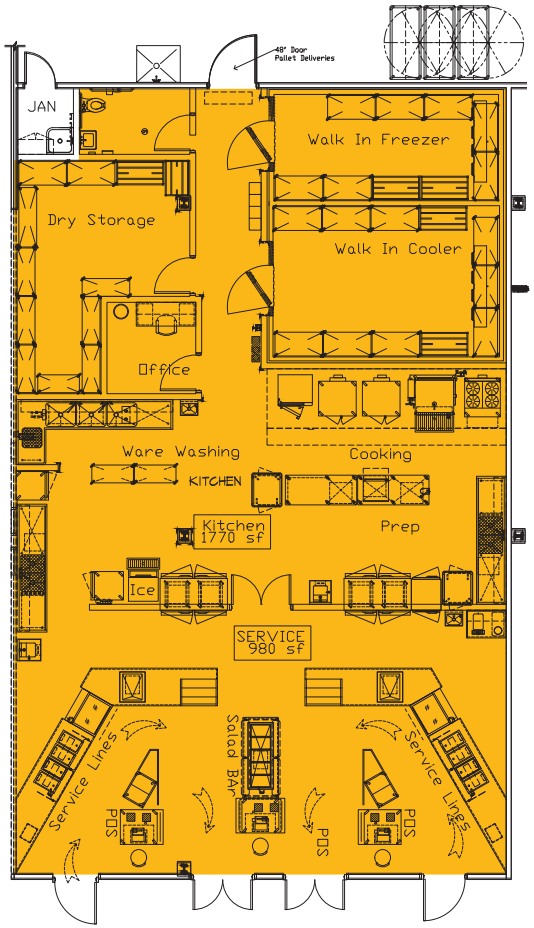
2016-2017 Enrollment: 1,476

Meals Served: 1,538

Year Built: 1964



Existing Space: 2,396 sq. ft.



Recommended Improvements: 2,680 sq. ft.

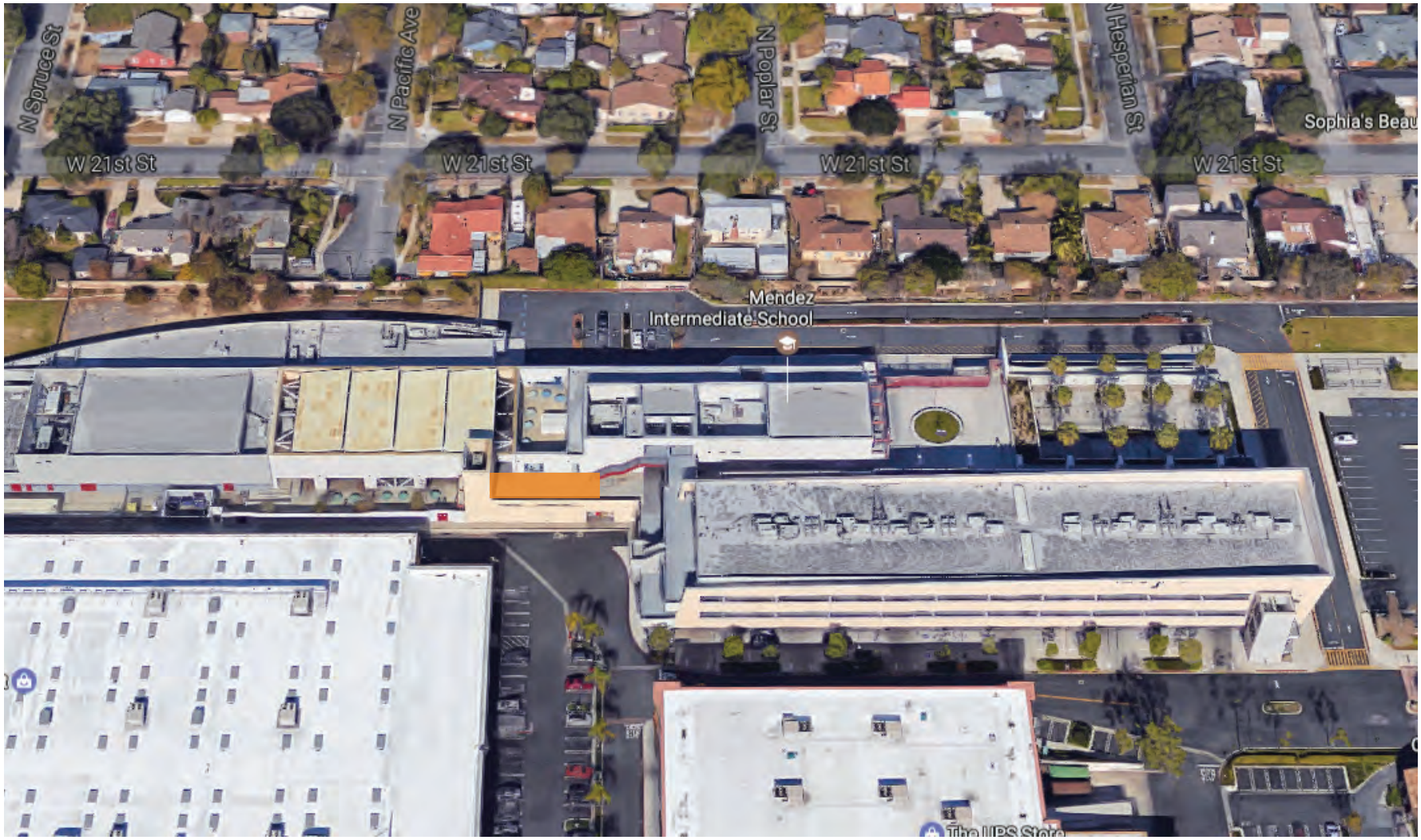
- Utilize existing location to minimize utility relocation and construction costs
- Expansion must remain within building footprint due to existing site constraints, which do not allow for exterior building addition
- Provide salad bar to expand student options

MASTERPLAN DESIGN

TYPE	GENERAL FUND	NUTRITION SERVICES FUND
SITE WORK (DEMO & NEW) (DSA Mandated work)	$100,000	$0
DEMOLITION (BUILDING) (2,396x$55)	$131,780	$0
EXPANSION (2,680x$350)	$938,000	$0
RENOVATION	$575,000	$0
FOOD SERVICE ALLOWABLES	$0	$236,600
FOOD SERVICE EQUIPMENT	$0	$505,000
SUBTOTAL	$1,744,780	$741,600
CONTINGENCY (15%)	$261,717	$111,240
SOFT COSTS (20%)	$610,673	$170,568
TOTAL	$2,617,170	$1,023,408

TOTAL PROJECT COST: $3,640,578

MENDEZ INTERMEDIATE SCHOOL

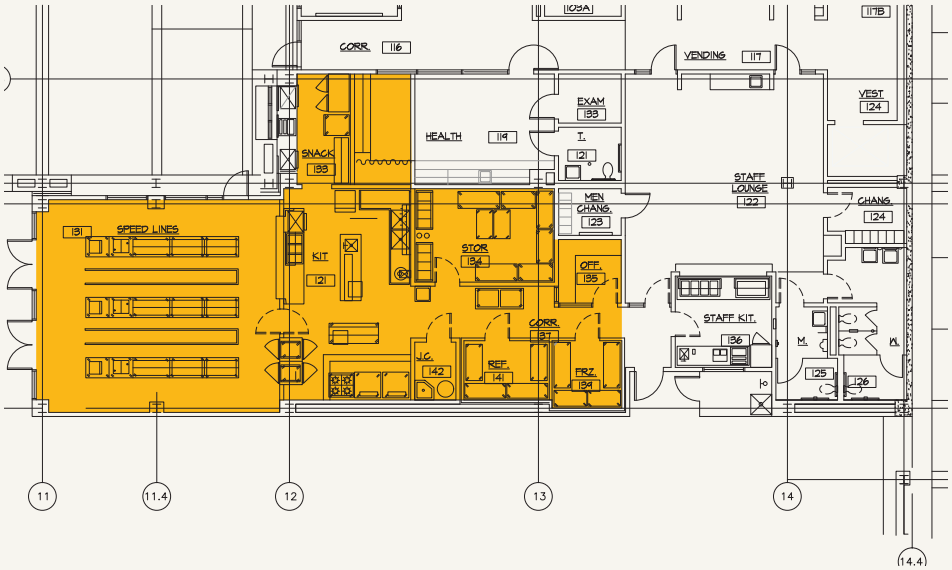


Current Kitchen and Serving Area

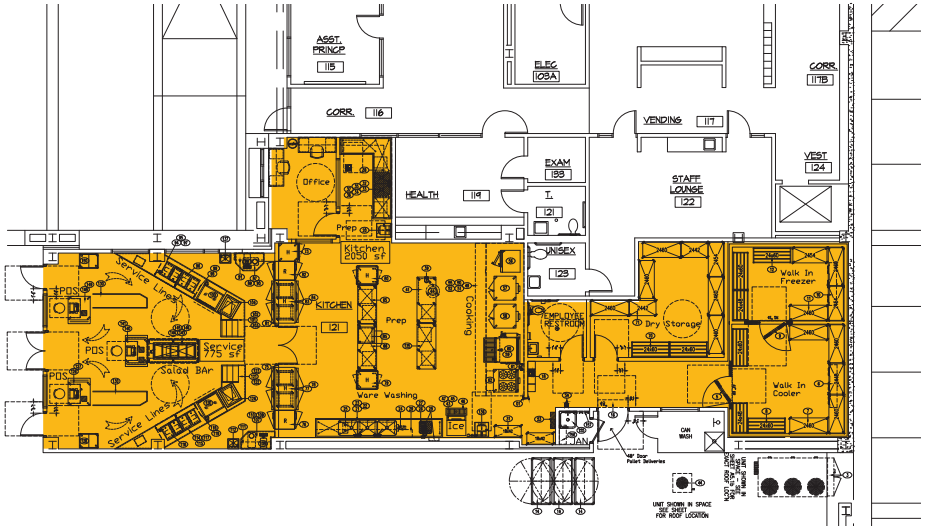
2016-2017 Enrollment : 1,390

Daily Meals Served: 1,813

Year Built: 2000



Existing Space: 1,996 sq. ft.



Recommended Improvements: 2,752 sq. ft.

- Utilize existing location to minimize utility relocation and construction costs
- Expansion must remain within building footprint due to existing site constraints, which do not allow for exterior building addition
- Provide salad bar to expand student options
- Reduce size of faculty lounge in order to meet minimum square footage requirements

MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL

MASTERPLAN DESIGN

TYPE	GENERAL FUND	NUTRITION SERVICES FUND
SITE WORK (DEMO & NEW) (DSA Mandated work)	$100,000	$0
DEMOLITION (BUILDING)	$139,040	$0
EXPANSION	$740,513	$0
RENOVATION	$325,000	$0
FOOD SERVICE ALLOWABLES	$0	$246,838
FOOD SERVICE EQUIPMENT	$0	$505,000
SUBTOTAL	$1,304,553	$751,838
CONTINGENCY (15%)	$195,683	$112,776
SOFT COSTS (20%)	$300,047	$172,923
TOTAL	$1,800,283	$1,037,536

TOTAL PROJECT COST: $2,837,819

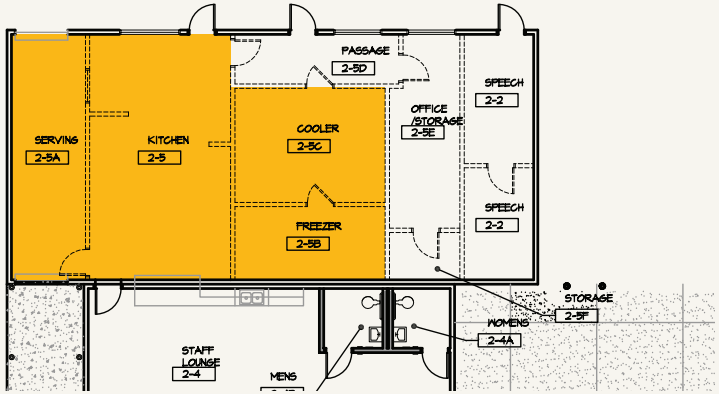
SIERRA PREPARATORY ACADEMY

Kitchen and Serving Area

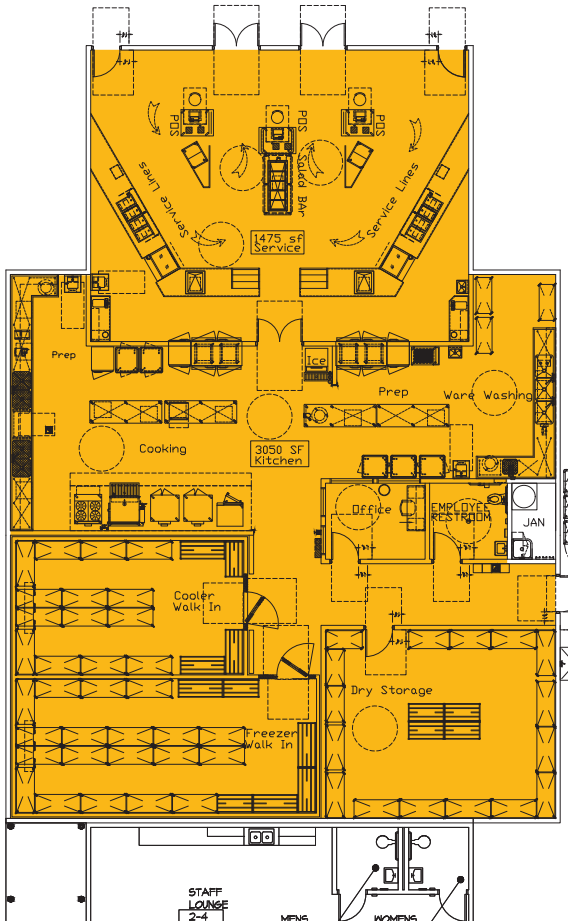
2016-2017 Enrollment: 934

Daily Meals Served: 1,274

Year Built: 1983



Existing Space: 1,123 sq. ft.



Recommended Improvements: 4,670 sq. ft.

- Utilize existing location to minimize utility relocation and construction costs
- Expand building footprint to provide interior student serving area (students are currently served outside)
- Provide salad bar to expand student options

MASTERPLAN DESIGN

TYPE	GENERAL FUND	NUTRITION SERVICES FUND
SITE WORK (DEMO & NEW) (DSA Mandated work)	$100,000	$0
DEMOLITION (BUILDING)	$80,685	$0
EXPANSION	$1,149,225	$00
RENOVATION	$360,000	$0
FOOD SERVICE ALLOWABLES	$0	$383,075
FOOD SERVICE EQUIPMENT	$0	$505,000
SUBTOTAL	$2,953,330	$839,515
CONTINGENCY (15%)	$295,333	$83,951
SOFT COSTS (20%)	$388,679	$204,257
TOTAL	$2,332,075	$1,225,544

TOTAL PROJECT COST: $3,557,619

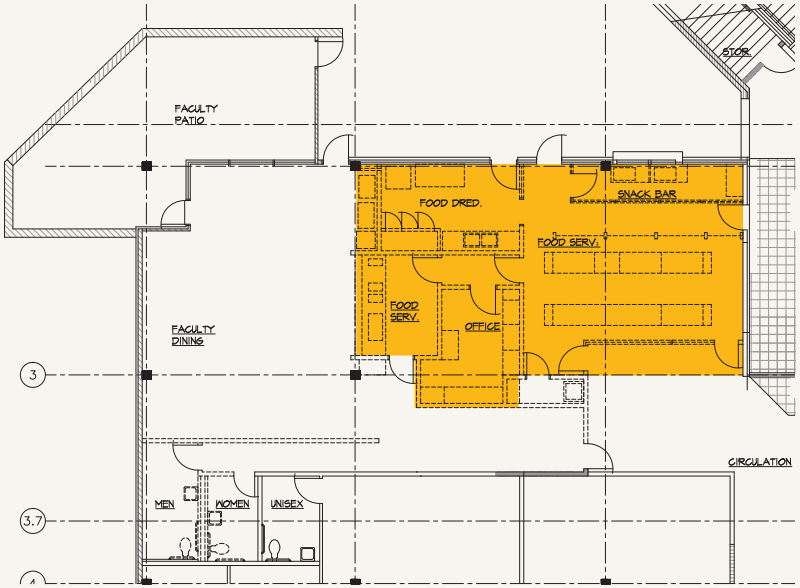
SPURGEON INTERMEDIATE SCHOOL

Current Kitchen and Serving Area

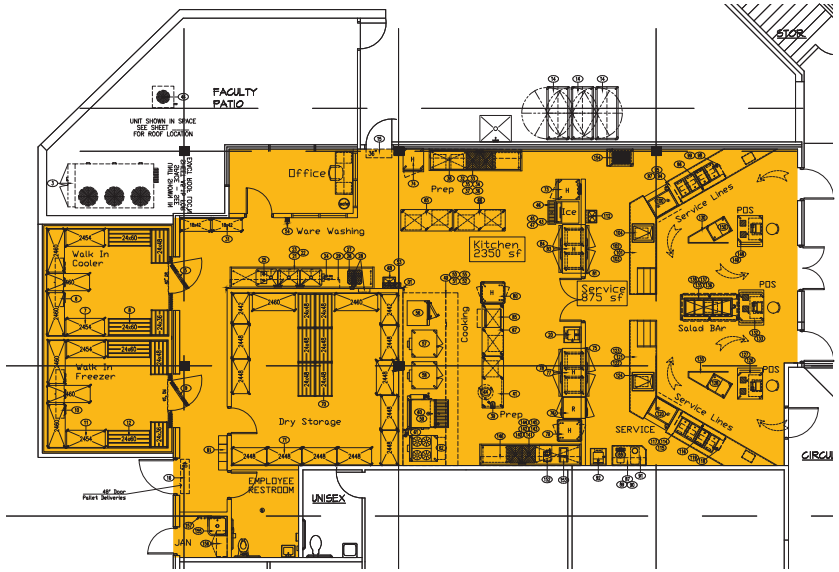
2016-2017 Enrollment: 946

Daily Meals Served: 1,040

Year Built: 1974



Existing Space: 1,140 sq. ft.



Recommended Improvements: 3,165 sq. ft.

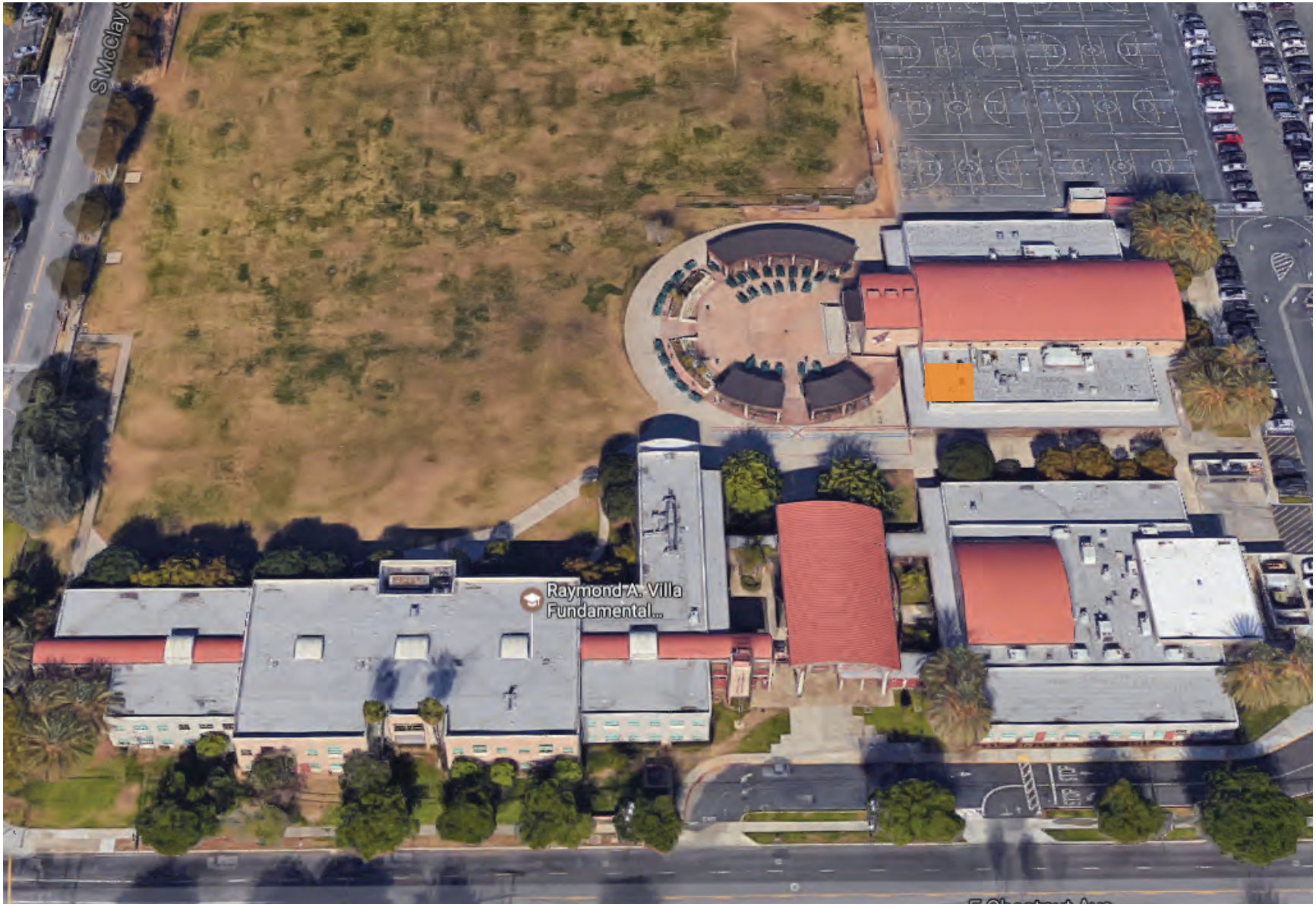
- Utilize existing location to minimize utility relocation and construction costs
- Expansion must remain within building footprint due to existing site constraints, which do not allow for exterior building addition
- Relocate staff lounge to nearby location
- Provide salad bar to expand student options
- Utilize cost efficient stand-alone exterior refrigeration units

MASTERPLAN DESIGN

TYPE	GENERAL FUND	NUTRITION SERVICES FUND
SITE WORK (DEMO & NEW) (DSA Mandated work)	$100,000	$0
DEMOLITION (BUILDING)	$138,765	$0
EXPANSION	$822,938	$0
RENOVATION	$300,000	$0
FOOD SERVICE ALLOWABLES	$0	$271,313
FOOD SERVICE EQUIPMENT	$0	$505,000
SUBTOTAL	$1,361,703	$776,313
CONTINGENCY (15%)	$204,255	$116,447
SOFT COSTS (20%)	$313,192	$178,552
TOTAL	$1,879,150	$1,071,312

TOTAL PROJECT COST: $2,950,462

VILLA INTERMEDIATE SCHOOL

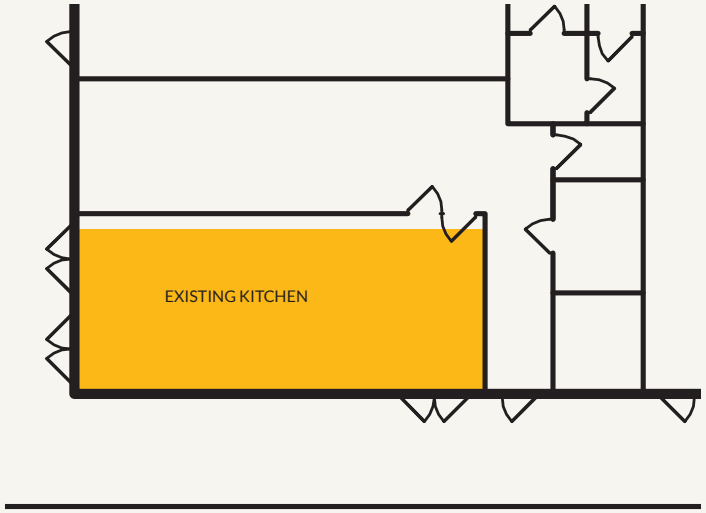


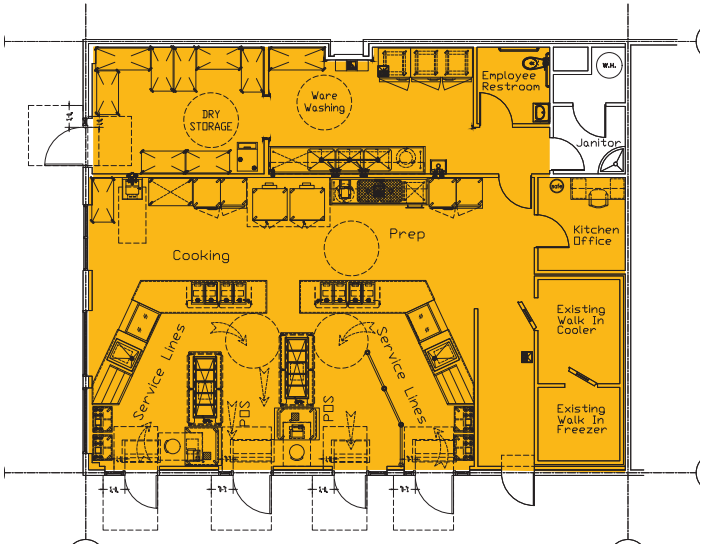
Current Kitchen and Serving Area

2016-2017 Enrollment: 934

Daily Meals Served: 1,561

Year Built: 1983





Existing:

Recommended Improvements: 1,355 sq. ft.

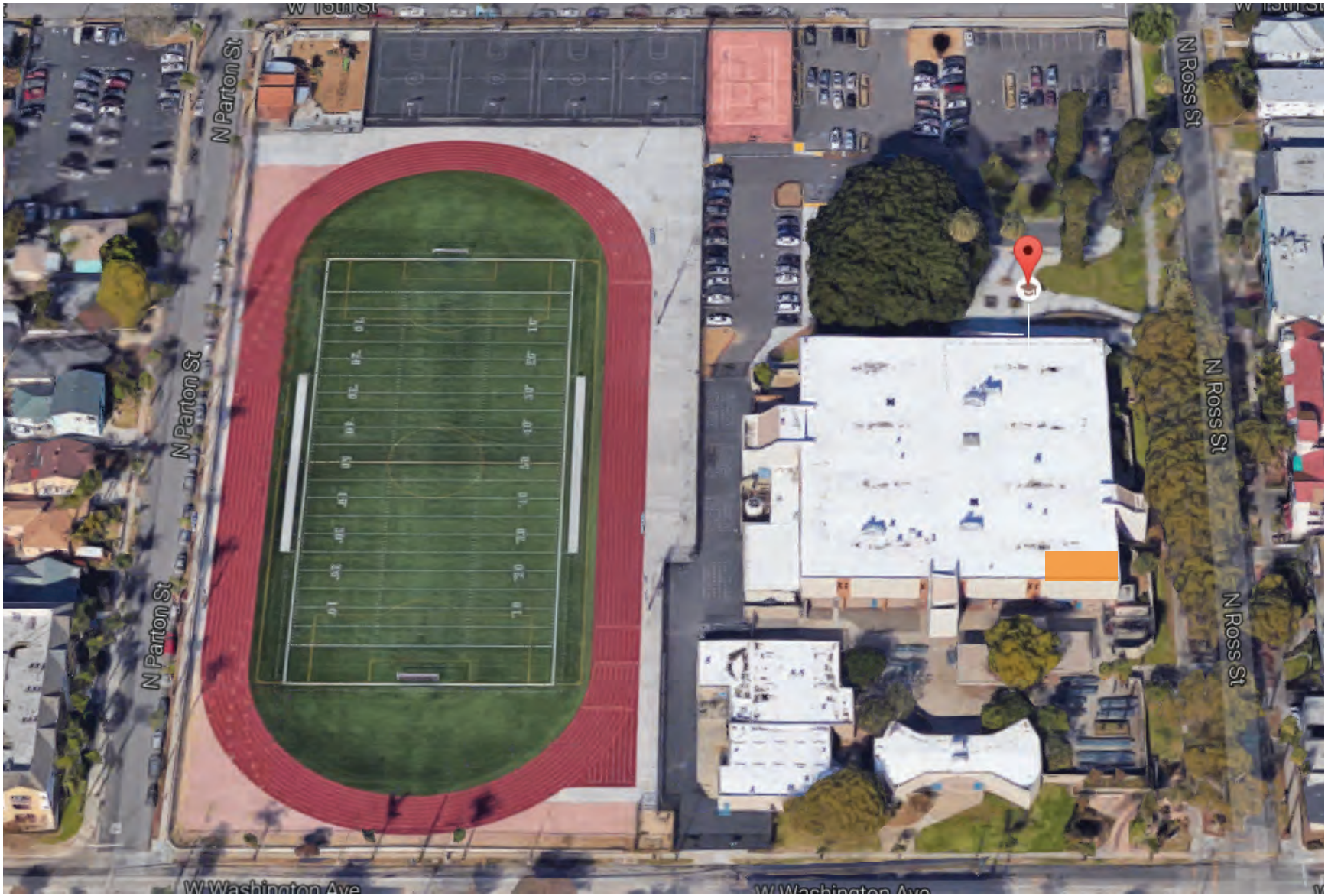
- Existing kitchen space is adequate
- New fly fan at serving window
- Provide three compartment sink in kitchen space

MASTERPLAN DESIGN

TYPE	GENERAL FUND	NUTRITION SERVICES FUND
SITE WORK (DEMO & NEW) (DSA Mandated work)	$100,000	$0
DEMOLITION (BUILDING) (575x$55)	$31,625	$0
EXPANSION (1,415x$350)	$495,250	$0
RENOVATION	$575,000	$0
FOOD SERVICE ALLOWABLES	$0	$236,600
FOOD SERVICE EQUIPMENT	$0	$505,000
SUBTOTAL	$1,201,875	$741,600
CONTINGENCY (15%)	$180,281	$111,240
SOFT COSTS (20%)	$276,431	$170,568
TOTAL	$1,658,587	$1,023,408

TOTAL PROJECT COST: $2,681,995

WILLARD INTERMEDIATE SCHOOL

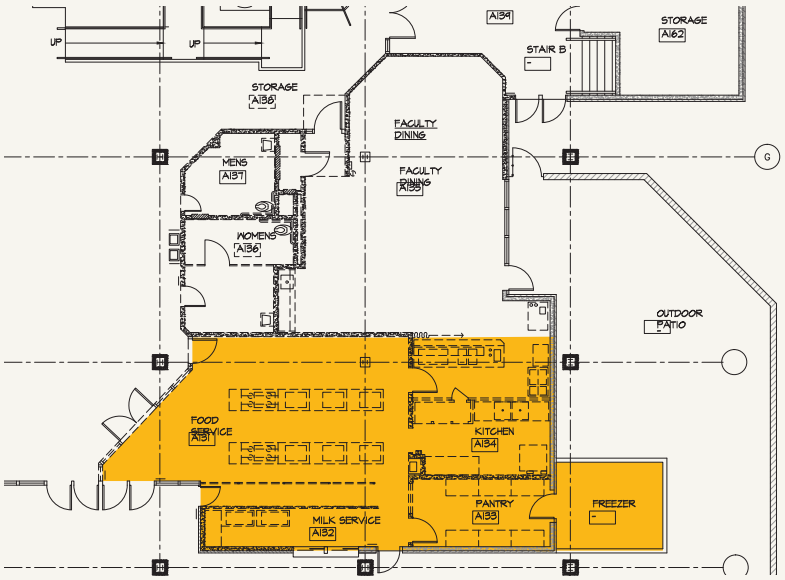


Current Kitchen and Serving Area

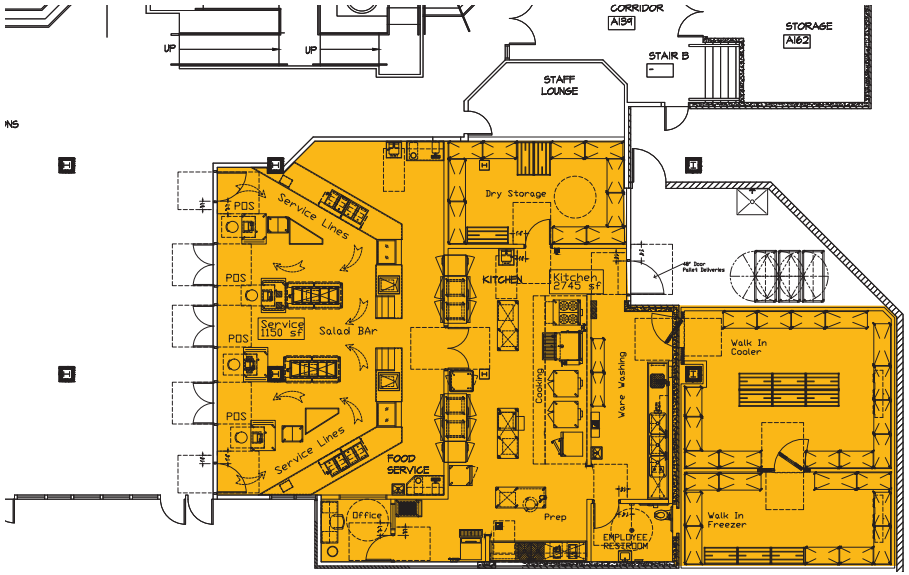
2016-2017 Enrollment: 903

Daily Meals Served: 1,031

Year Built: 1974



Existing Space: 1,347 sq ft.



Recommended Improvements: 3,679 sq. ft.

- Expansion must remain within building footprint due to existing site constraints, which do not allow for exterior building addition
- Relocate staff lounge across corridor
- Provide salad bar to expand student options
- Utilize cost efficient stand-alone exterior refrigeration units
- Reduce size of faculty lounge in order to meet minimum square footage requirements

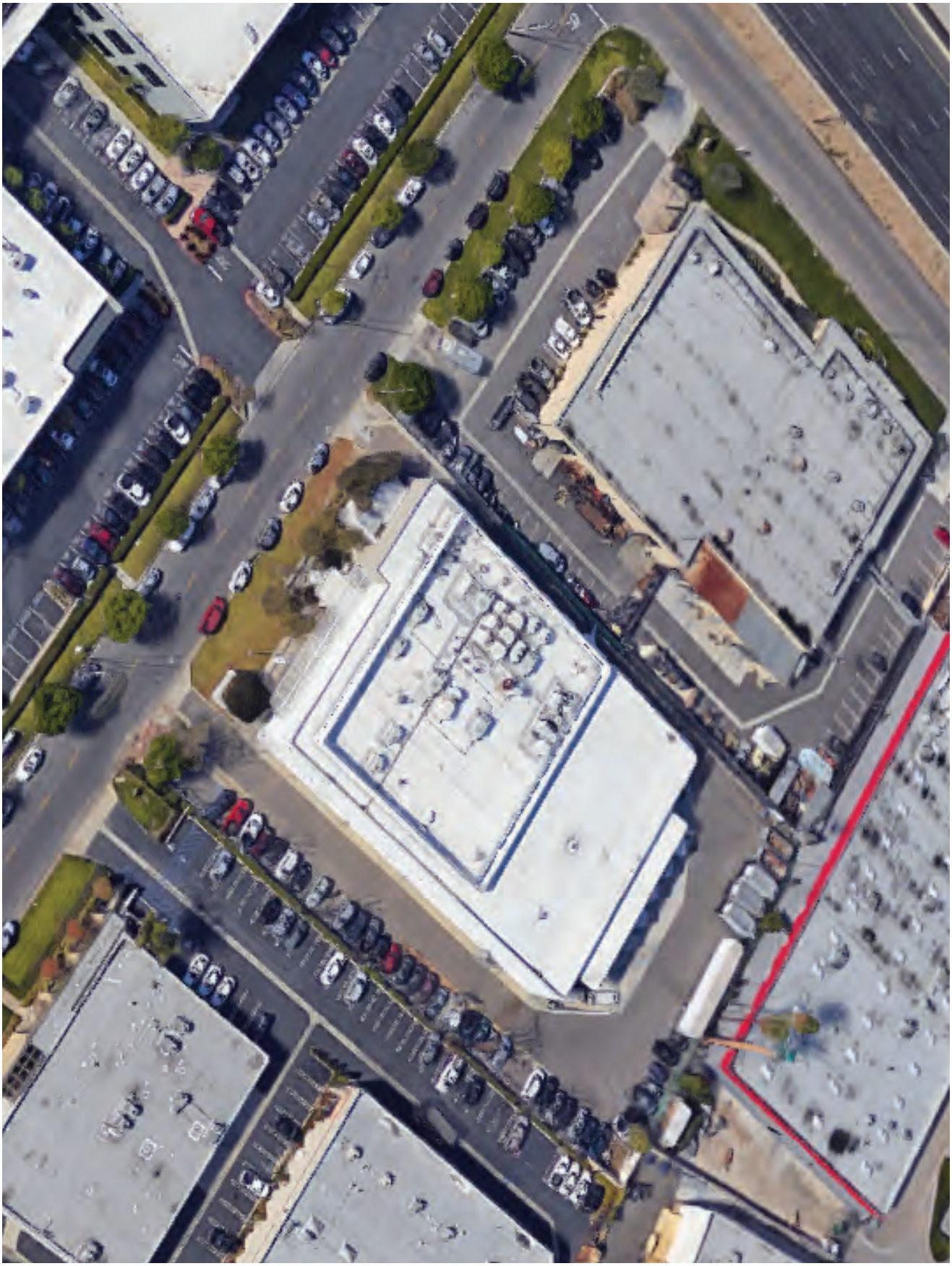
MASTERPLAN DESIGN

TYPE	GENERAL FUND	NUTRITION SERVICES FUND
SITE WORK (DEMO & NEW) (DSA Mandated work)	$100,000	$0
DEMOLITION (BUILDING)	$137,445	$0
EXPANSION	$970,463	$0
RENOVATION	$531,500	$0
FOOD SERVICE FINISHES	$0	$323,488
FOOD SERVICE EQUIPMENT	$0	$505,000
SUBTOTAL	$1,745,408	$828,488
CONTINGENCY (15%)	$261,811	$124,273
SOFT COSTS (20%)	$401,444	$190,552
TOTAL	$2,408,663	$1,143,313

TOTAL PROJECT COST: $3,551,976

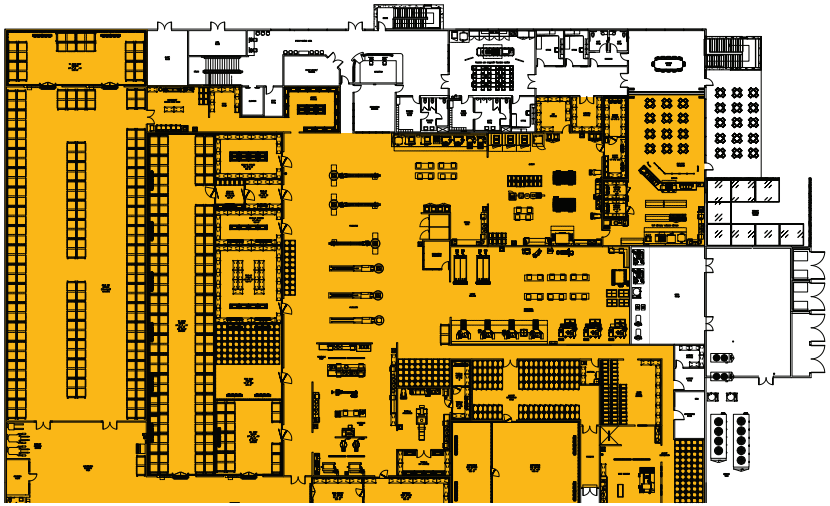
ELEMENTARY SCHOOLS

- Adams Elementary School
- Advanced Learning Academy
- Carver Elementary School
- Davis Elementary School
- Diamond Elementary School
- Edison Elementary School
- Esqueda Elementary School
- Franklin Elementary School
- Fremont Elementary School
- Garfield Elementary School
- Greenville Fundamental Elementary School
- Harvey Elementary School
- Heninger Elementary School
- Heroes Elementary School
- Hoover Elementary School
- Jackson Elementary School
- Jefferson Elementary School
- King Elementary School
- Kennedy Elementary School
- Lincoln Elementary School
- Lowell Elementary School
- Madison Elementary School
- Martin Elementary School
- Mitchell Child Development Center
- Monroe Elementary School
- Monte Vista Elementary School
- Muir Fundamental Elementary School
- Pio Pico Elementary School
- Romero-Cruz Elementary School
- Roosevelt Elementary School
- Santiago Elementary School
- Sepulveda Elementary School
- Taft Elementary School
- Thorpe Fundamental Elementary School
- Walker Elementary School
- Washington Elementary School
- Wilson Elementary School

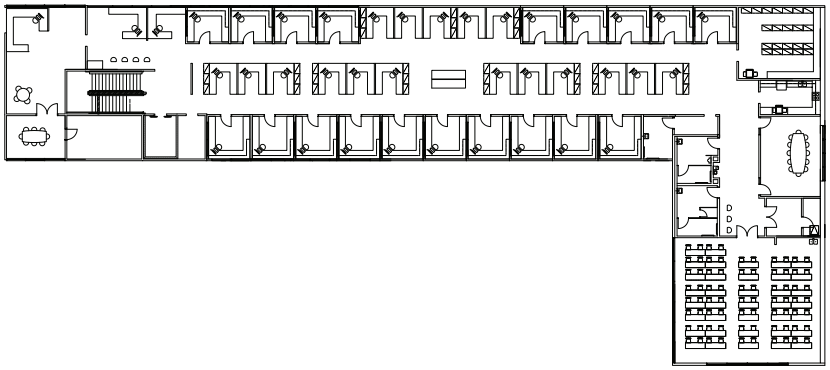


CENTRAL KITCHEN

First Level



Second Level



Existing Space: 30,300 sq ft.

Recommended Improvements: First Floor: 73,070 | Second Floor: 13,500 sq. ft.

CENTRAL KITCHEN

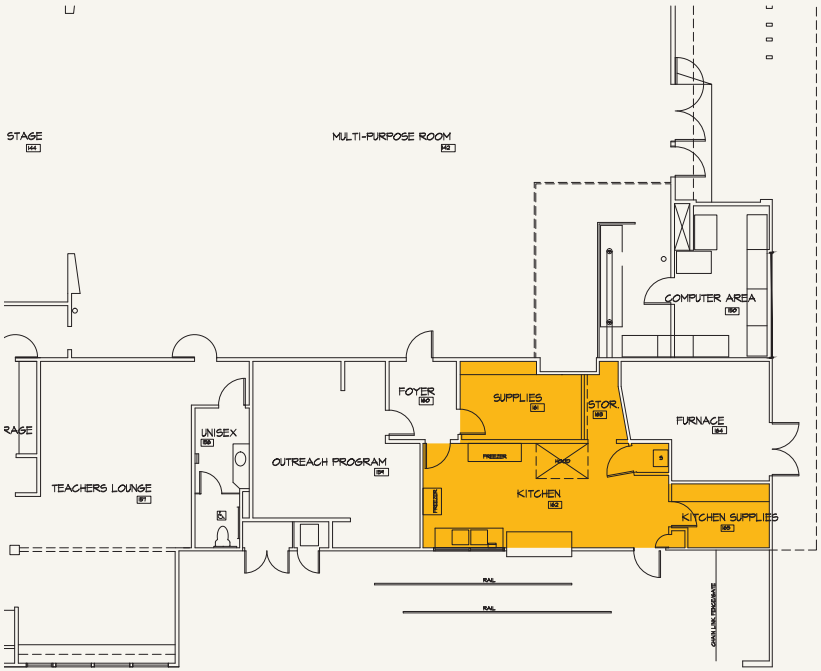
ADAMS ELEMENTARY SCHOOL

Current Kitchen and Serving Area

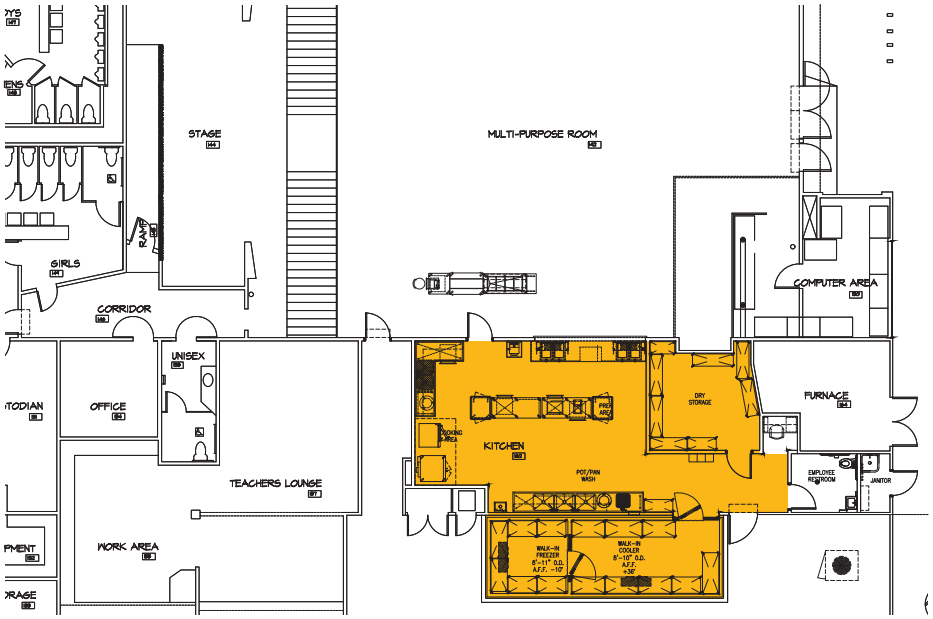
2016-2017 Enrollment: 534

Daily Meals Served: 806

Year Built: 1958



Existing Space: 564 sq. ft.



Recommended Improvements: 1,170 sq. ft.

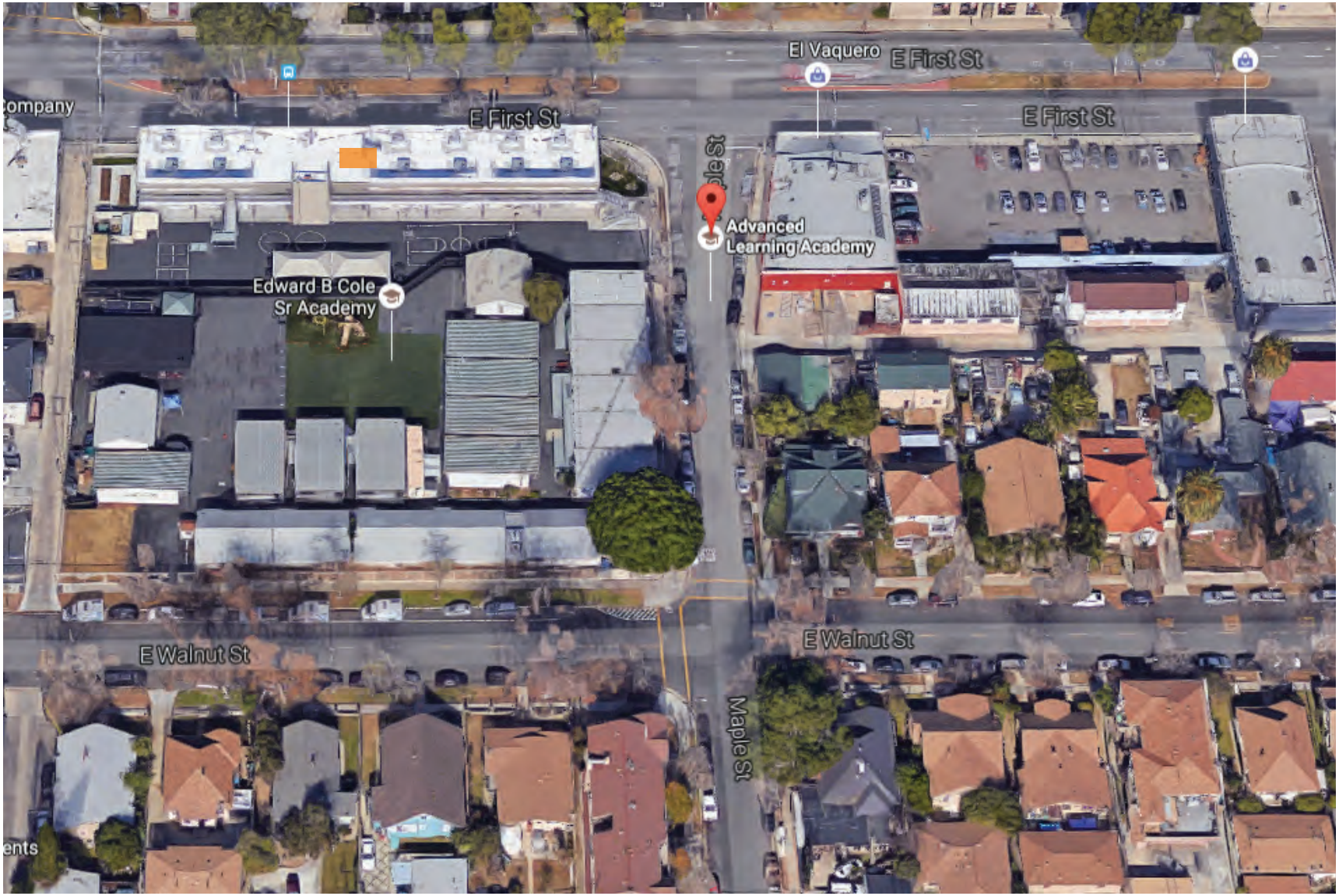
- Expansion must remain within building footprint due to existing site constraints, which do not allow for exterior building addition
- Utilize cost efficient stand-alone exterior refrigeration units
- Utilize existing location to minimize utility relocation and construction costs
- Provide interior student serving area (students are currently served outside)
- Provide salad bar to expand student options

MASTERPLAN DESIGN

TYPE	GENERAL FUND	NUTRITION SERVICES FUND
SITE WORK (DEMO & NEW) (DSA Mandated work)	$100,000	$0
DEMOLITION (BUILDING)	$31,020	$0
EXPANSION	$307,125	$0
RENOVATION	$290,900	$0
FOOD SERVICE ALLOWABLES	$0	$102,375
FOOD SERVICE EQUIPMENT	$0	$250,000
SUBTOTAL	$729,045	$352,375
CONTINGENCY (15%)	$72,905	$35,238
SOFT COSTS (20%)	$342,146	$82,938
TOTAL	$801,950	$387,613

TOTAL PROJECT COST: $1,189,563

ADVANCED LEARNING ACADEMY

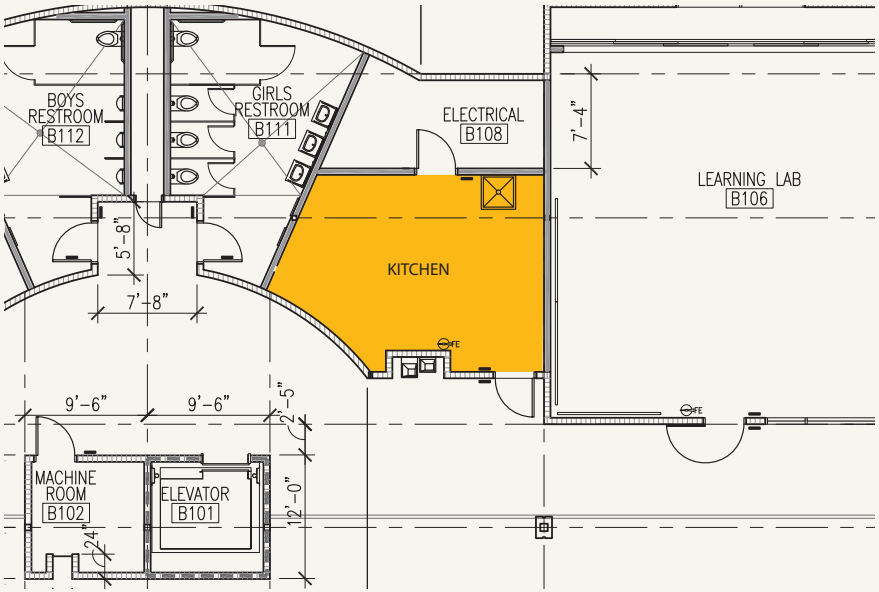


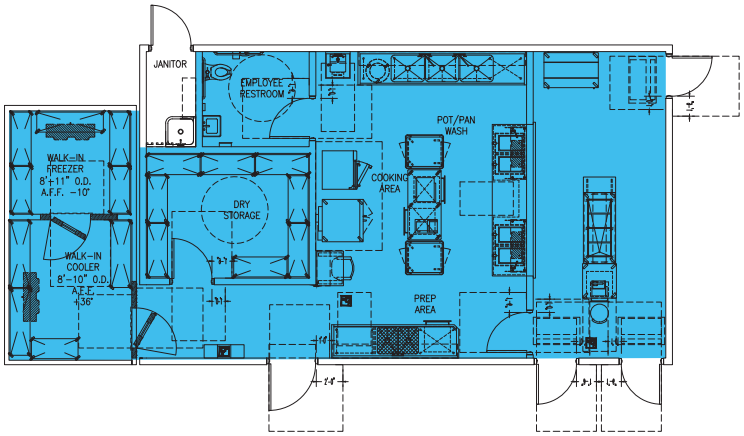
Current Kitchen and Serving Area

2016-2017 Enrollment: 235

Meals Served: 336

Year Built: 1999





Existing Space: 265 sq. ft.

Recommended Improvements: 1,060 sq. ft.

- Current campus does not have onsite prep or storage location, therefore a new building is required
- New building to be placed
- Provide interior student serving area (students are currently served outside)
- Utilize cost efficient stand-alone exterior refrigeration units

MASTERPLAN DESIGN

TYPE	GENERAL FUND	NUTRITION SERVICES FUND
SITE WORK (DEMO & NEW) (DSA Mandated work)	$100,000	$0
DEMOLITION (BUILDING)	$0	$0
EXPANSION	$395,325	$0
RENOVATION	$425,000	$0
FOOD SERVICE FINISHES	$0	$131,77563
FOOD SERVICE EQUIPMENT	$0	$250,000
SUBTOTAL	$920,325	$381,775
CONTINGENCY (15%)	$138,048	$57,266
SOFT COSTS (20%)	$211,674	$87,808
TOTAL	$1,270,047	$526,850

TOTAL PROJECT COST: $1,796,897

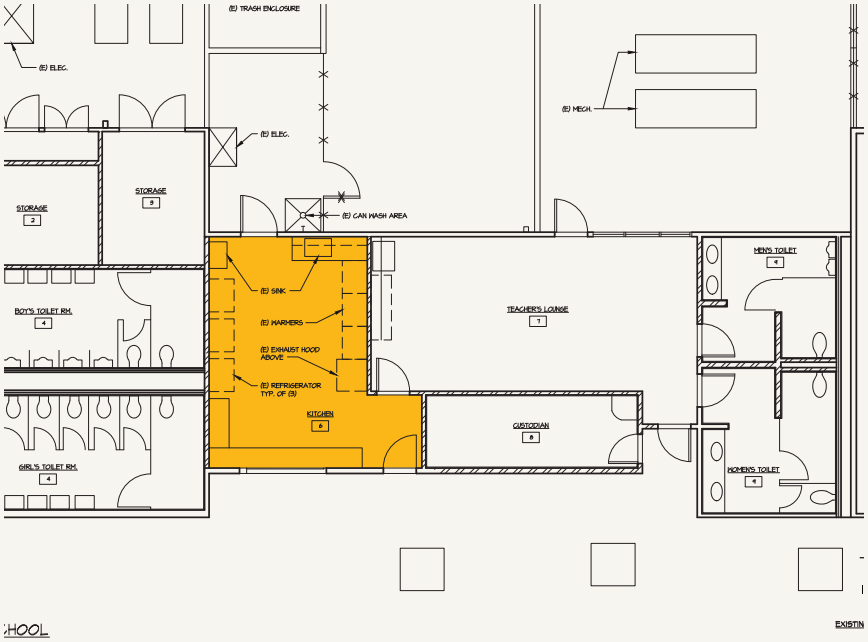
CARVER ELEMENTARY SCHOOL

Current Kitchen and Serving Area

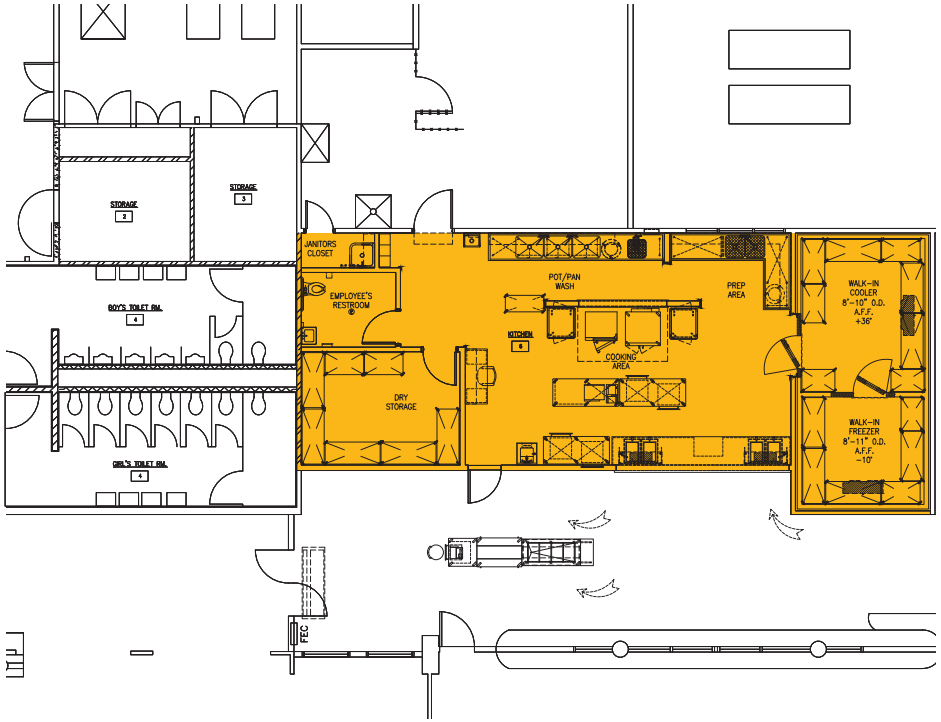
2016-2017 Enrollment: 649

Daily Meals Served: 909

Year Built : 1991



Existing Space: 337 sq. ft.



Recommended Improvements: 1,166 sq. ft.

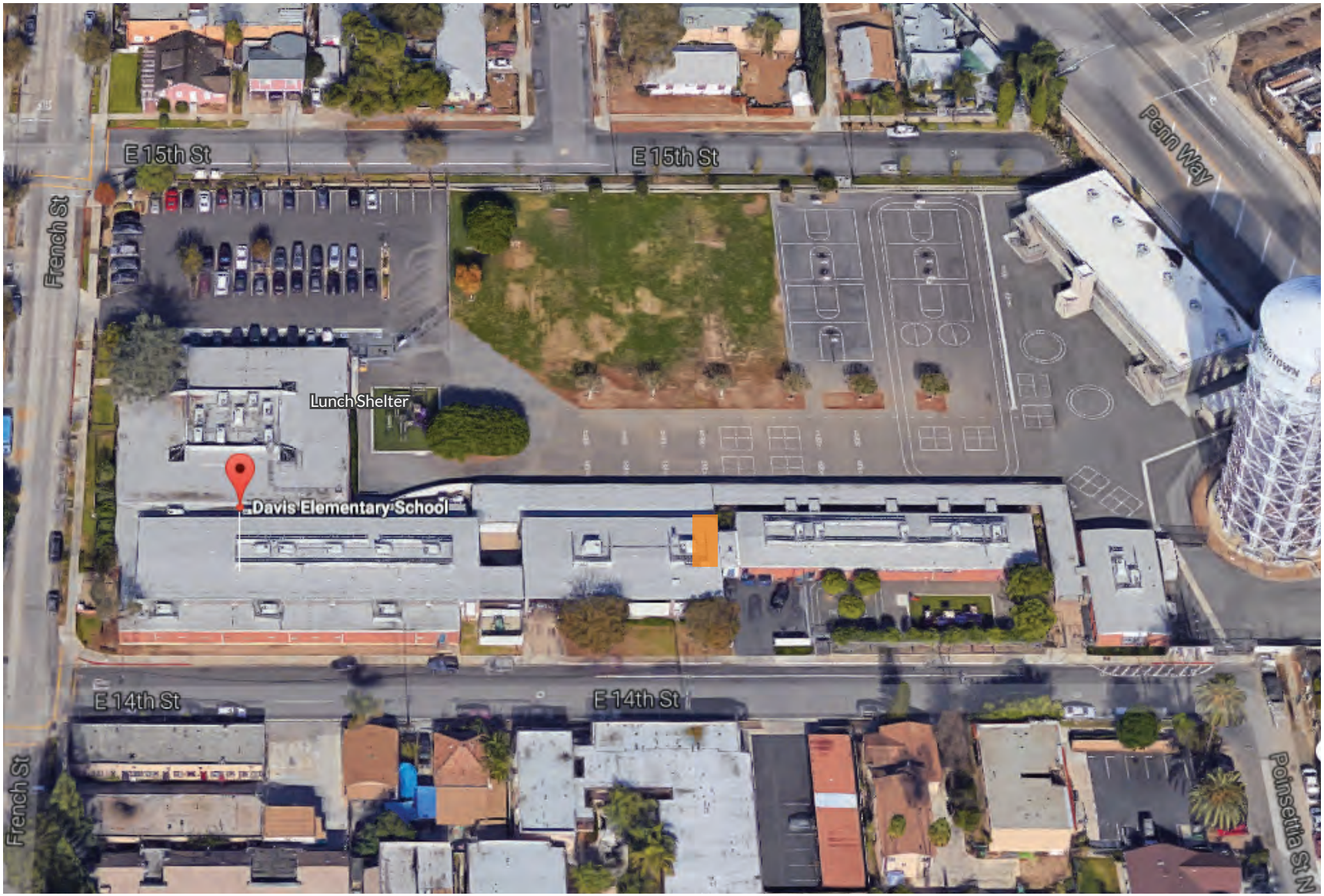
- Utilize existing location to minimize utility relocation and construction costs
- Expansion must remain within building footprint due to existing site constraints, which do not allow for exterior building addition
- Relocate staff lounge to adjacent space
- Provide salad bar to expand student options

MASTERPLAN DESIGN

TYPE	GENERAL FUND	NUTRITION SERVICES FUND
SITE WORK (DEMO & NEW) (DSA Mandated work)	$100,000	$0
DEMOLITION (BUILDING)	$18,535	$0
EXPANSION	$329,963	$0
RENOVATION	$685,000	$0
FOOD SERVICE FINISHES	$0	$109,988
FOOD SERVICE EQUIPMENT	$0	$250,000
SUBTOTAL	$1,133,498	$359,988
CONTINGENCY (15%)	$170,025	$53,998
SOFT COSTS (20%)	$260,705	$82,797
TOTAL	$1,564,227	$496,783

TOTAL PROJECT COST: $2,061,010

DAVIS ELEMENTARY SCHOOL

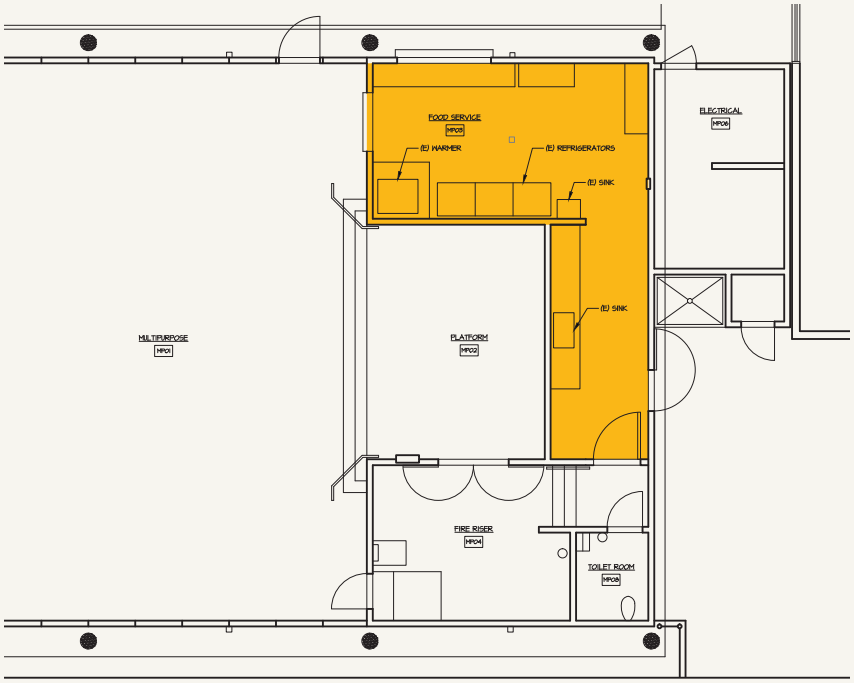


Current Kitchen and Serving Area

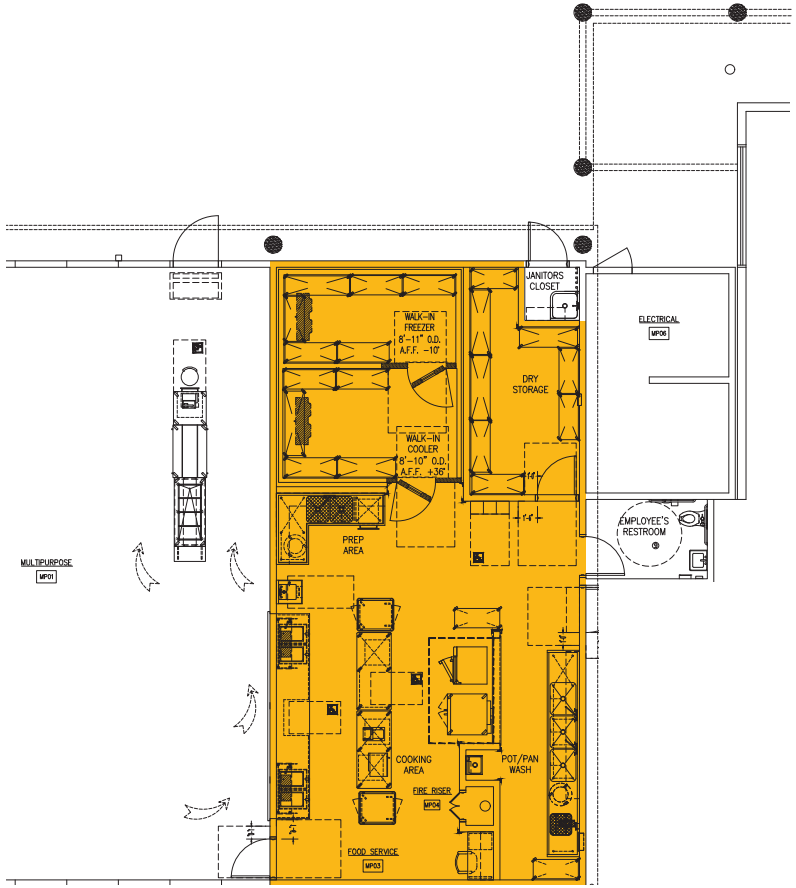
2016-2017 Enrollment: 760

Daily Meals Served: 1085

Year Built: 1997



Existing Space: 449 sq. ft.



Recommended Improvements: 1,094 sq. ft.

- Utilize existing location to minimize utility relocation and construction costs
- Staff analyzed all alternative locations for food service to be located with the conclusion that expansion into the multi-purpose room stage was the only option, which is due to site constraints and adjacent uses
- Provide salad bar to expand student options
- Utilize cost efficient stand-alone exterior refrigeration units

MASTERPLAN DESIGN

TYPE	GENERAL FUND	NUTRITION SERVICES FUND
SITE WORK (DEMO & NEW) (DSA Mandated work)	$100,000	$0
DEMOLITION (BUILDING)	$24,695	$0
EXPANSION	$310,538	$0
RENOVATION	$387,500	$0
FOOD SERVICE FINISHES	$0	$103,513
FOOD SERVICE EQUIPMENT	$0	$250,000
SUBTOTAL	$822,733	$353,513
CONTINGENCY (15%)	$123,410	$53,027
SOFT COSTS (20%)	$189,229	$81,308
TOTAL	$1,135,372	$487,878

TOTAL PROJECT COST: $1,623,220

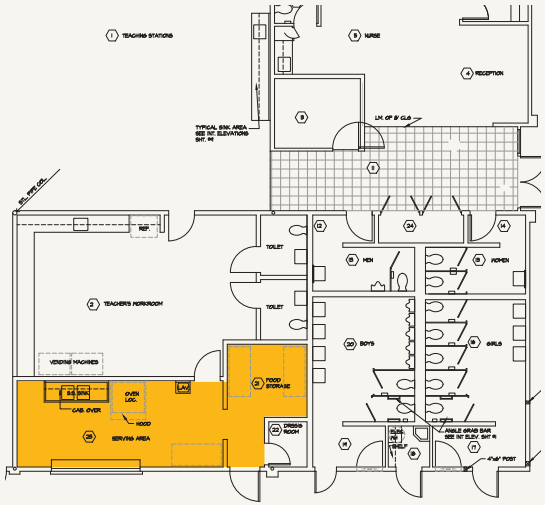
DIAMOND ELEMENTARY SCHOOL

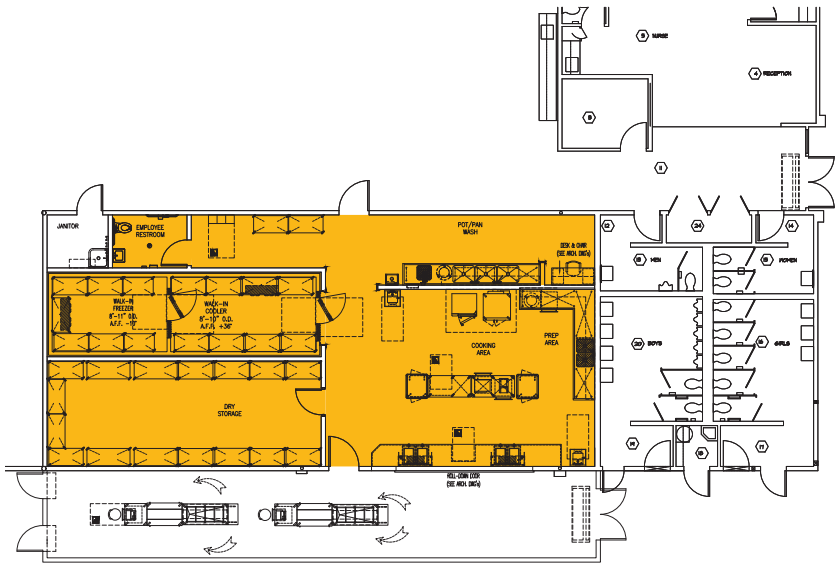
Current Kitchen and Serving Area

2016-2017 Enrollment: 589

Daily Meals Served: 1,120

Year Built: 1951





Existing Space: 349 sq. ft.

Recommended Improvements: 3,111 sq. ft.

- Expansion of serving area located underneath existing building overhang to reduce construction costs
- Utilize existing location to minimize utility relocation and construction costs
- Relocate staff lounge to nearby location
- Provide salad bar to expand student options

MASTERPLAN DESIGN

TYPE	GENERAL FUND	NUTRITION SERVICES FUND
SITE WORK (DEMO & NEW) (DSA Mandated work)	$100,000	$0
DEMOLITION (BUILDING)	$20,790	$0
EXPANSION	$331,800	$0
RENOVATION	$1,035,000	$0
FOOD SERVICE ALLOWABLES	$0	$110,600
FOOD SERVICE EQUIPMENT	$0	$250,000
SUBTOTAL	$1,487,590	$360,600
CONTINGENCY (15%)	$223,139	$54,090
SOFT COSTS (20%)	$342,146	$82,938
TOTAL	$2,052,875	$497,628

TOTAL PROJECT COST: $2,550,503

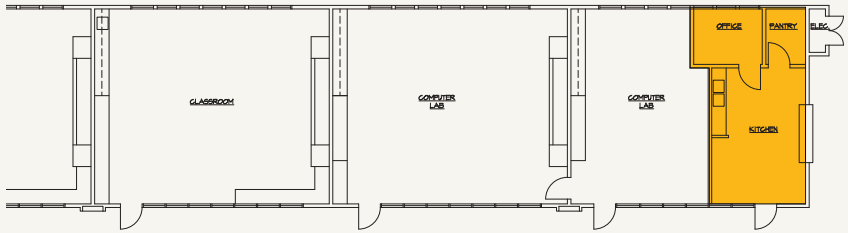
EDISON ELEMENTARY SCHOOL

Current Kitchen and Serving Area

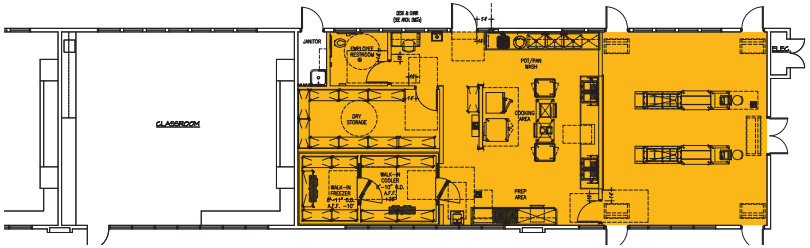
2016-2017 Enrollment: 578

Daily Meals Served: 975

Year Built: 1951



Existing Space: 370 sq. ft.



Recommended Improvements: 1,732 sq. ft.

- Expansion to remain within building footprint into underutilized classroom space for cost efficiency
- Utilize existing location to minimize utility relocation and construction costs
- Provide salad bar to expand student options
- Provide interior student serving area (students are currently served outside)

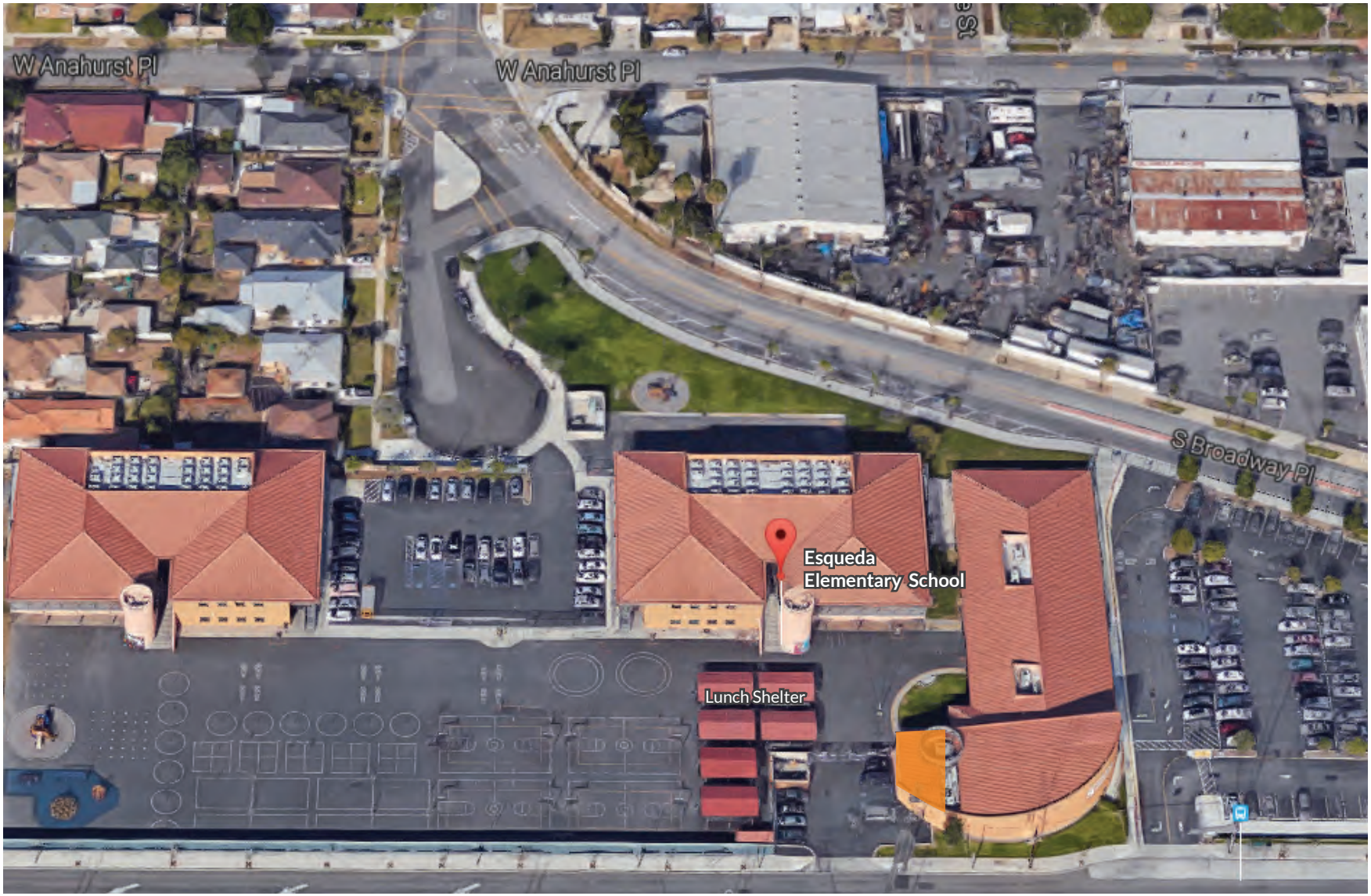
EDISON ELEMENTARY SCHOOL

MASTERPLAN DESIGN

TYPE	GENERAL FUND	NUTRITION SERVICES FUND
SITE WORK (DEMO & NEW) (DSA Mandated work)	$100,000	$0
DEMOLITION (BUILDING)	$20,350	$0
EXPANSION	$454,650	$0
RENOVATION	$404,300	$
FOOD SERVICE ALLOWABLES	$0	$151,550
FOOD SERVICE EQUIPMENT	$0	$250,000
SUBTOTAL	$979,300	$401,550
CONTINGENCY (15%)	$97,930	$40,155
SOFT COSTS (20%)	$342,146	$82,938
TOTAL	$1,077,230	$441,705

TOTAL PROJECT COST: $1,518,935

ESQUEDA ELEMENTARY SCHOOL

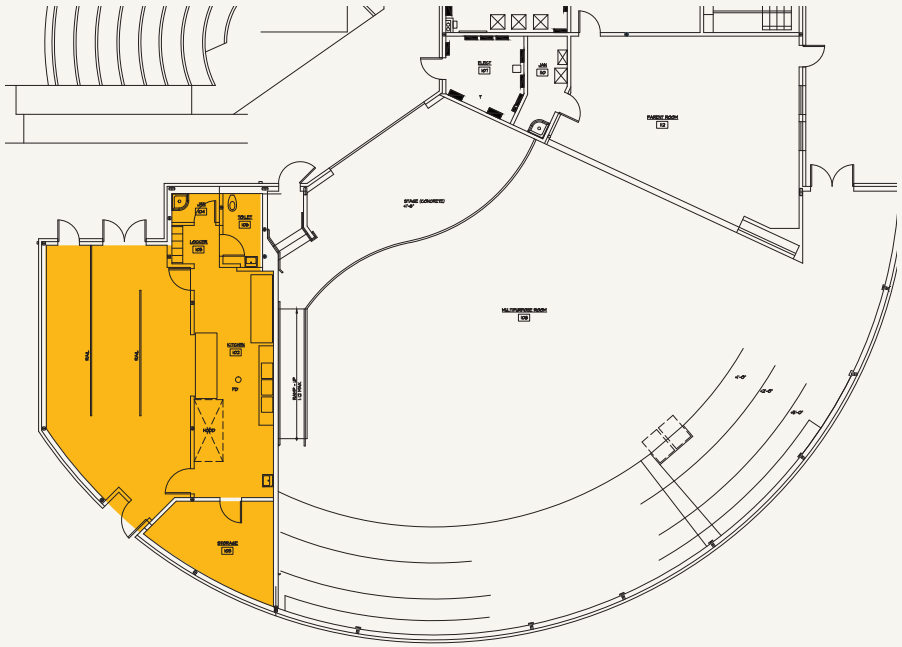


Current Kitchen and Serving Area

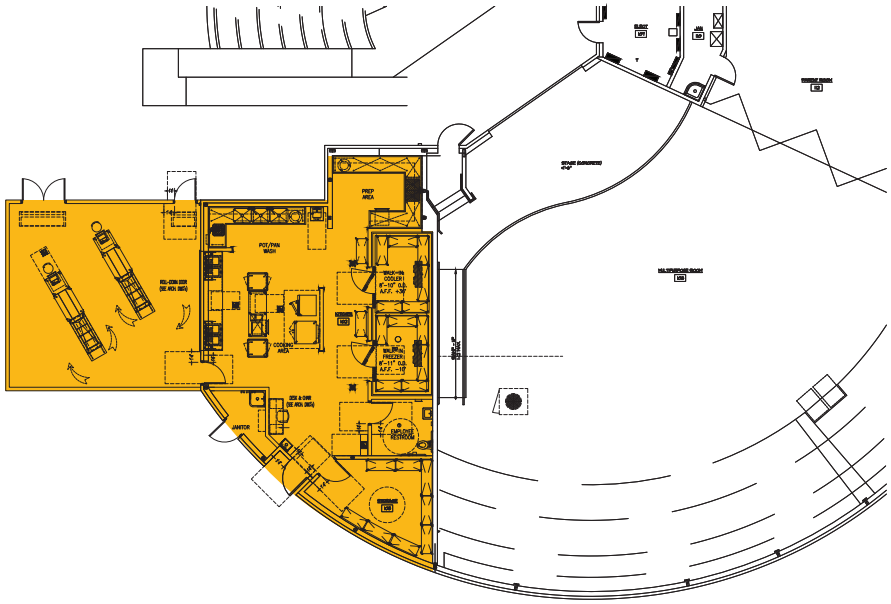
2016-2017 Enrollment: 1,201

Daily Meals Served: 1,574

Year Built: 2004



Existing Space: 1,389 sq. ft.



Recommended Improvements: 2,082 sq. ft.

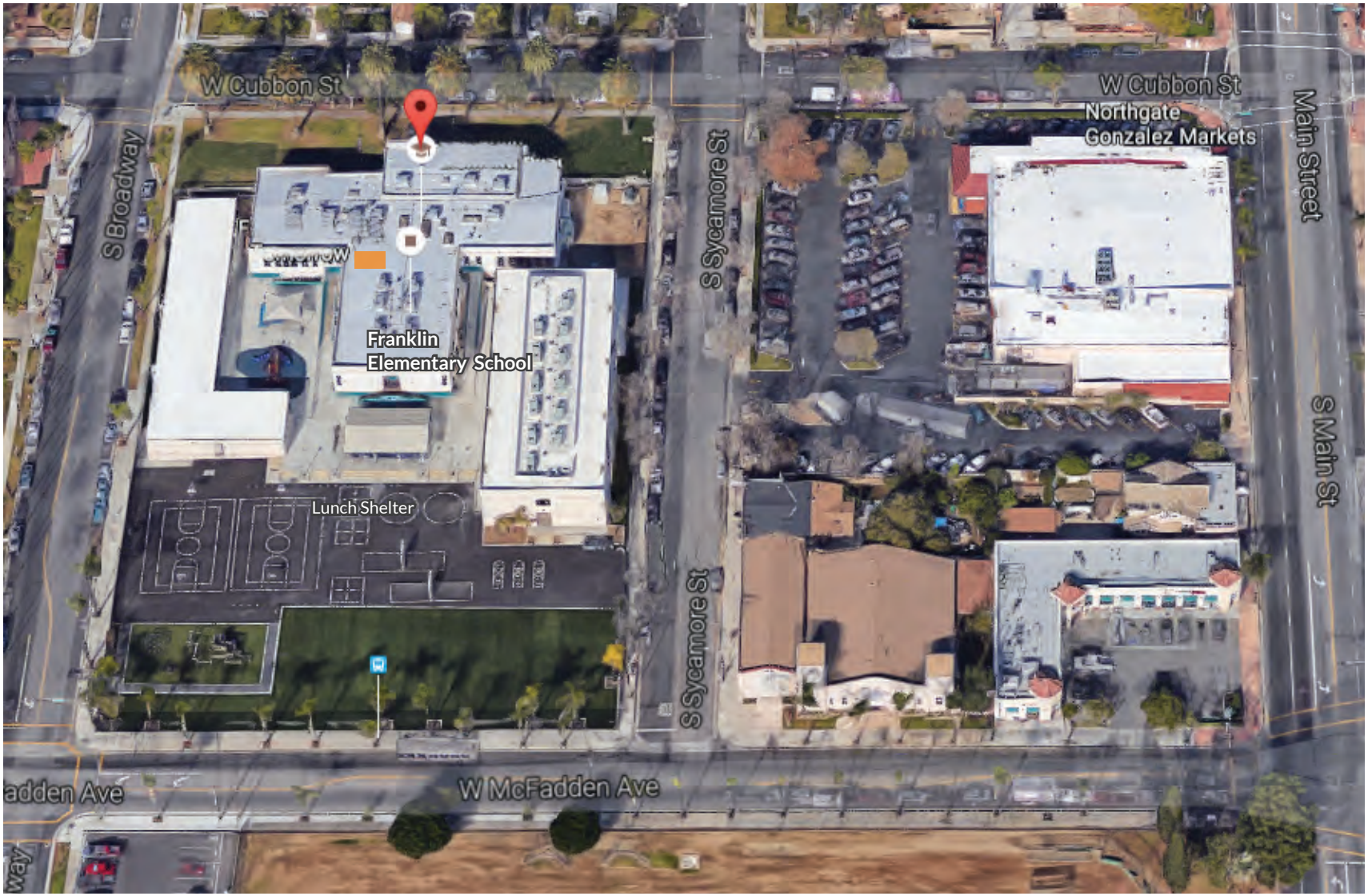
- Expansion cannot occur within building footprint due to adjacent uses, which requires exterior building addition
- Utilize existing location to minimize utility relocation and construction costs
- Provide salad bar to expand student options

MASTERPLAN DESIGN

TYPE	GENERAL FUND	NUTRITION SERVICES FUND
SITE WORK (DEMO & NEW) (DSA Mandated work)	$100,000	$
DEMOLITION (BUILDING)	$74,800	$
EXPANSION	$553,613	$
RENOVATION	$562,500	$
FOOD SERVICE ALLOWABLES	$0	$184,538
FOOD SERVICE EQUIPMENT	$0	$250,000
SUBTOTAL	$1,290,913	$434,538
CONTINGENCY (15%)	$193,637	$65,181
SOFT COSTS (20%)	$296,910	$99,944
TOTAL	$1,781,460	$599,662

TOTAL PROJECT COST: $2,381,122

FRANKLIN ELEMENTARY SCHOOL

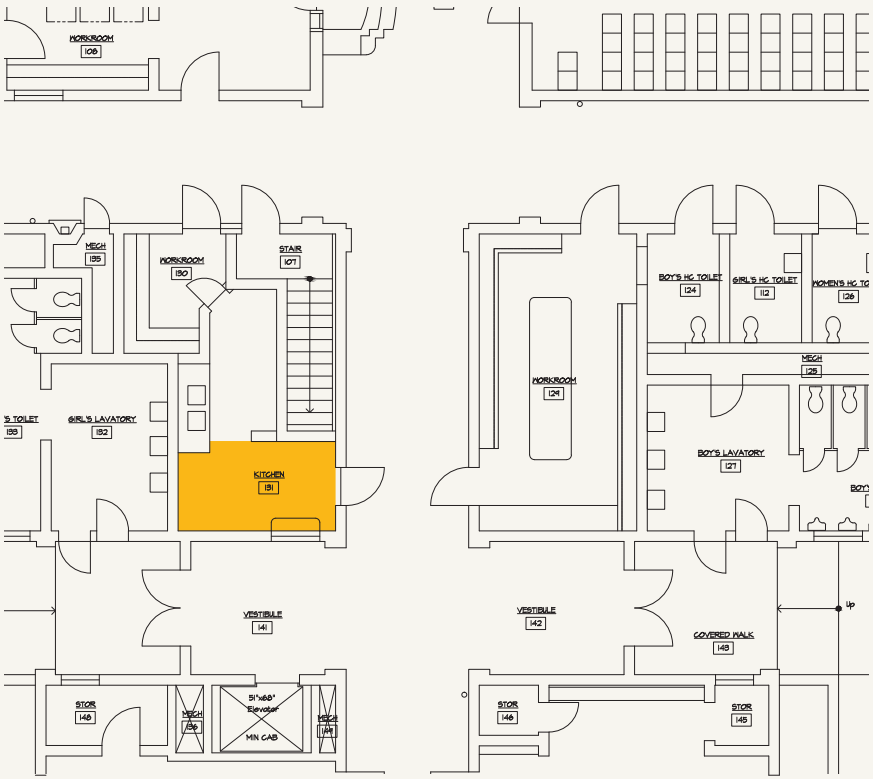


Current Kitchen and Serving Area

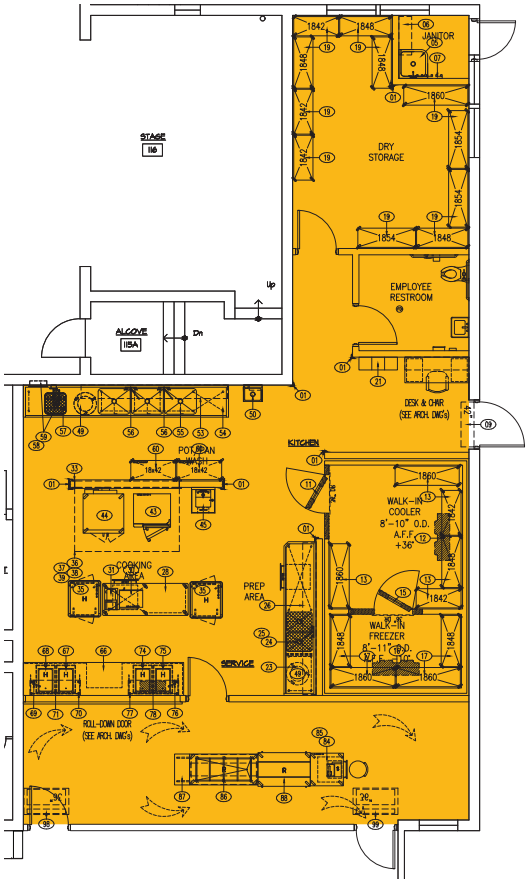
2017-2017 Enrollment: 494

Daily Meals Served: 821

Year Built: 1934



Existing Space: 1,185 sq. ft.



Recommended Improvements: 1,185 sq. ft.

- Relocate kitchen to underutilized area of campus. The existing location could not be expanded due to adjacent uses
- Utilize existing accessible ramping for access to new kitchen location
- Provide interior student serving area (students are currently served outside)
- Provide salad bar to expand student options

MASTERPLAN DESIGN

TYPE	GENERAL FUND	NUTRITION SERVICES FUND
SITE WORK (DEMO & NEW) (DSA Mandated work)	$100,000	$
DEMOLITION (BUILDING)	$0	$
EXPANSION	$464,738	$
RENOVATION	$325,000	$
FOOD SERVICE ALLOWABLES	$0	$154,913
FOOD SERVICE EQUIPMENT	$0	$250,000
SUBTOTAL	$888,738	$404,913
CONTINGENCY (15%)	$133,461	$83,951
SOFT COSTS (20%)	$204,640	$93,130
TOTAL	$1,227,839	$558,780

TOTAL PROJECT COST: $1,786,619

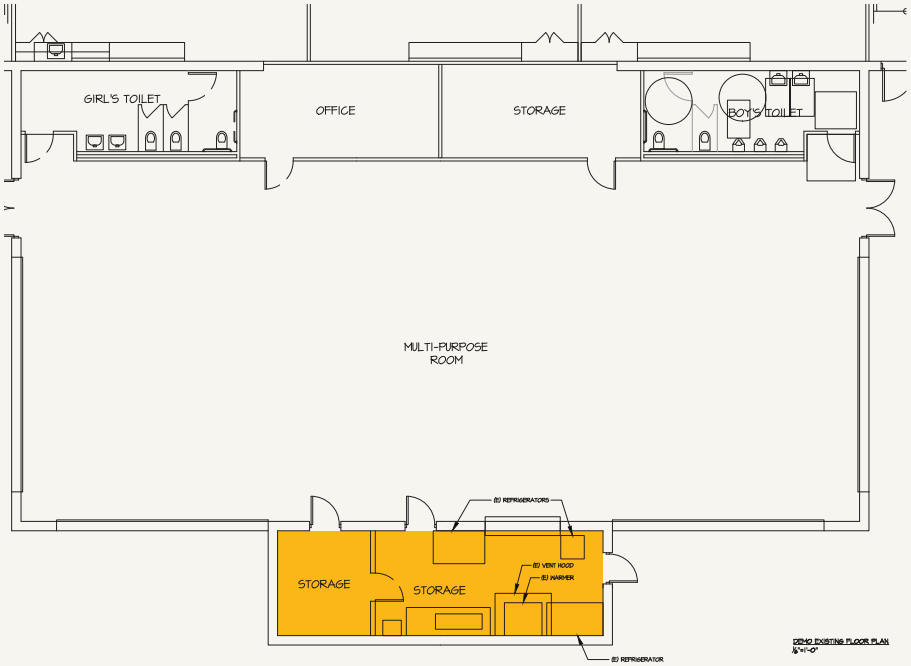
FREMONT ELEMENTARY SCHOOL

Current Kitchen and Serving Area

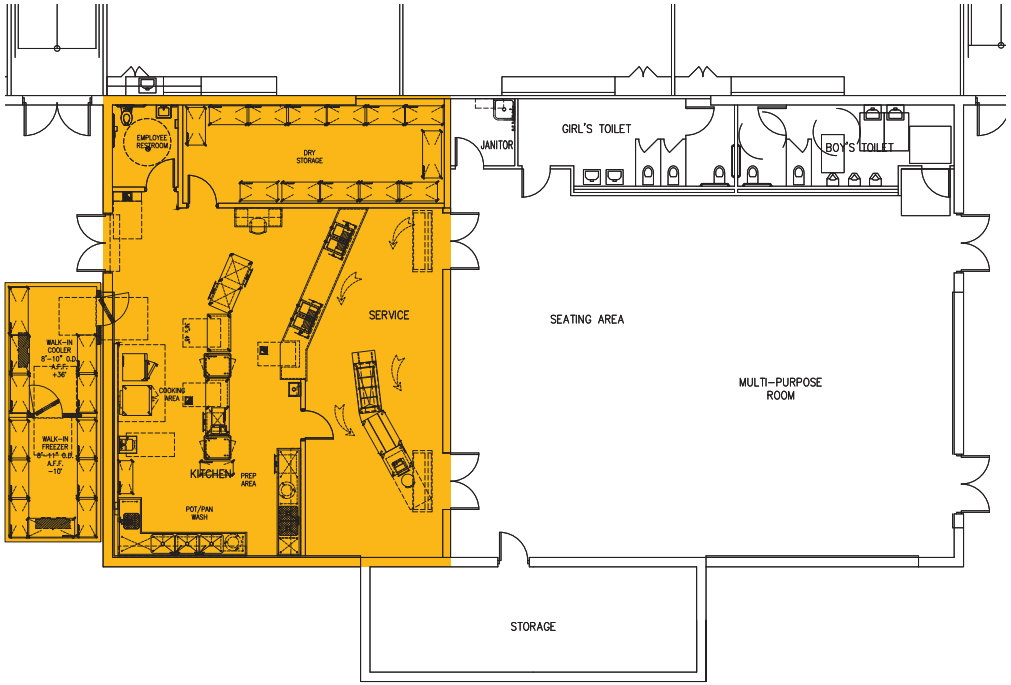
2016-2017 Enrollment: 755

Daily Meals Served: 1,087

Year Built: 1974



Existing Space: 1,389 sq. ft.



Recommended Improvements: 2,082 sq. ft.

- Expansion must remain within building footprint due to extreme site constraints on all sides, which do not allow for exterior building additions in any direction
- Provide salad bar to expand student options
- Utilize cost efficient stand-alone exterior refrigeration units
- Existing food service area will be recaptured for educational purposes

MASTERPLAN DESIGN

TYPE	GENERAL FUND	NUTRITION SERVICES FUND
SITE WORK (DEMO & NEW) (DSA Mandated work)	$100,000	$
DEMOLITION (BUILDING)	$32,340	$
EXPANSION	$378,000	$
RENOVATION	$375,000	$
FOOD SERVICE ALLOWABLES	$0	$126,000
FOOD SERVICE EQUIPMENT	$0	$250,000
SUBTOTAL	$885,349	$376,000
CONTINGENCY (15%)	$132,801	$56,400
SOFT COSTS (20%)	$203,628	$86,480
TOTAL	$1,221,769	$518,880

TOTAL PROJECT COST: $1,740,649

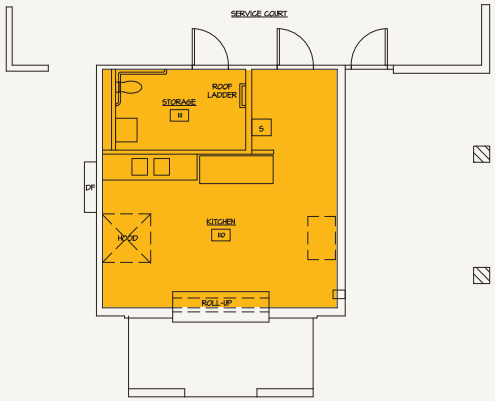
GARFIELD ELEMENTARY SCHOOL

Current Kitchen and Serving Area

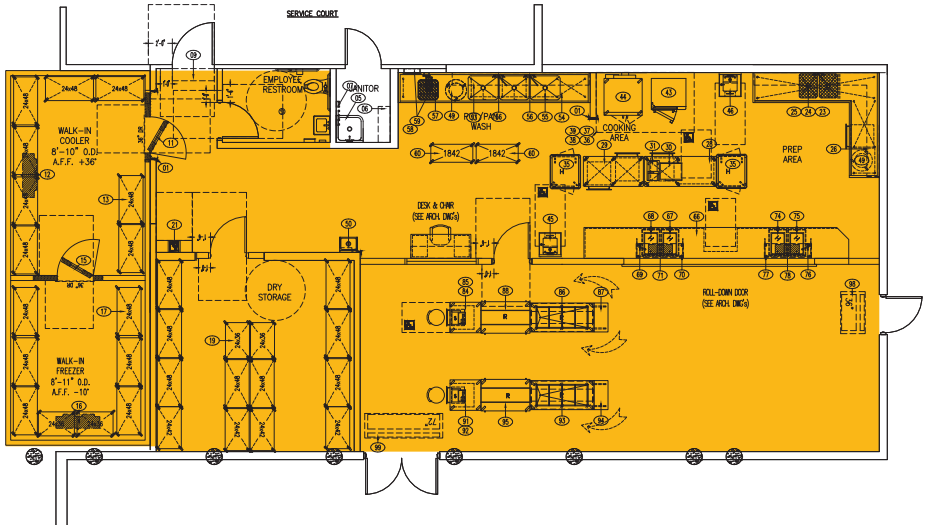
2016-2017 Enrollment: 753

Daily Meals Served: 1,144

Year Built: 1991



Existing Space: 615 sq. ft.



Recommended Improvements: 1,895 sq. ft.

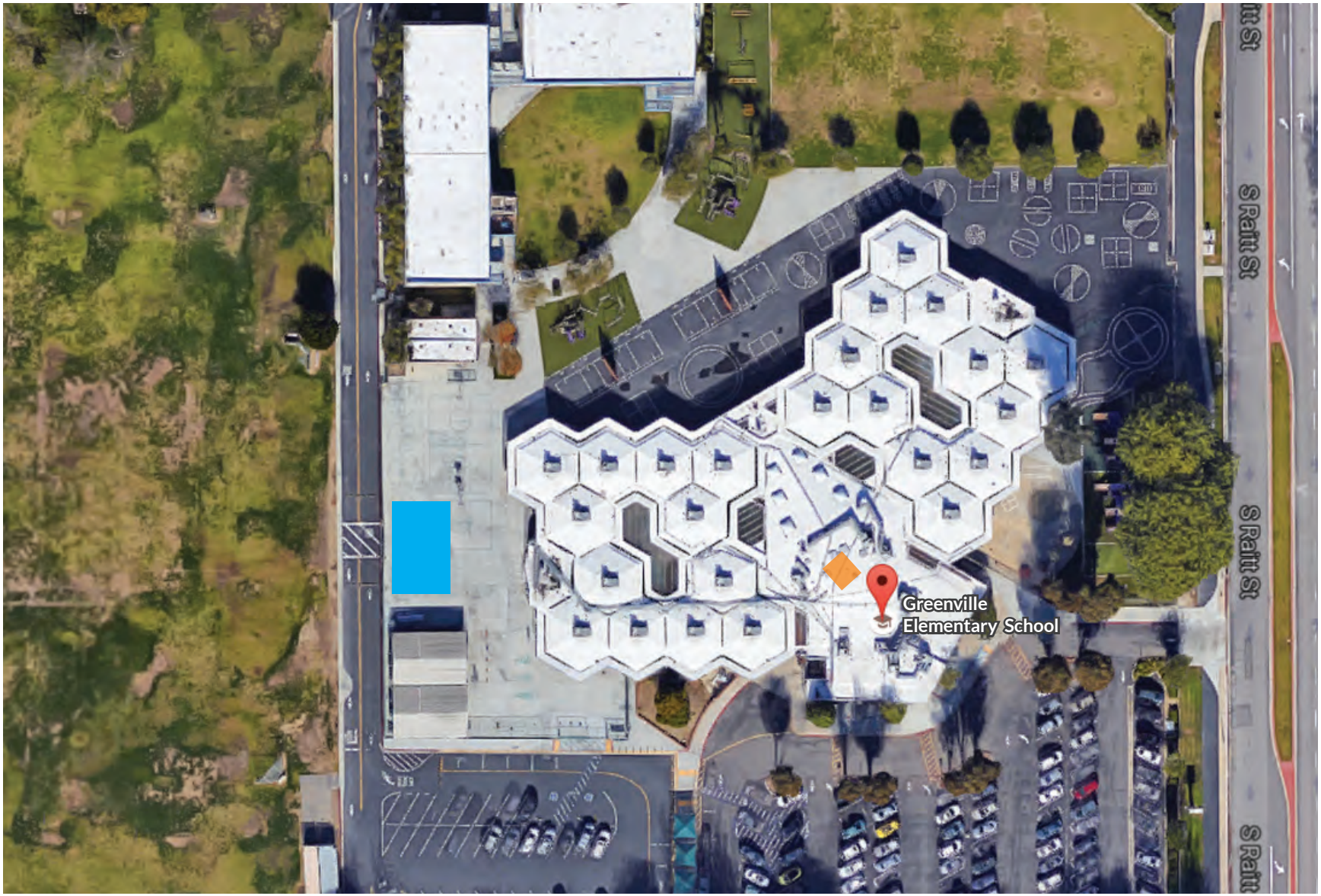
- Due to existing building condition, it was determined that it is more cost efficient to demolish and rebuild
- Utilize existing location to minimize utility relocation and construction costs
- Provide salad bar to expand student options
- Provide interior student serving area (students are currently served outside)

MASTERPLAN DESIGN

TYPE	GENERAL FUND	NUTRITION SERVICES FUND
SITE WORK (DEMO & NEW) (DSA Mandated work)	$100,000	$
DEMOLITION (BUILDING)	$43,835	$
EXPANSION	$395,325	$
RENOVATION	$425,000	$
FOOD SERVICE ALLOWABLES	$0	$131,775
FOOD SERVICE EQUIPMENT	$0	$250,000
SUBTOTAL	$964,160	$381,775
CONTINGENCY (15%)	$144,624	$57,266
SOFT COSTS (20%)	$192,832	$76,355
TOTAL	$1,301,616	$515,376

TOTAL PROJECT COST: $1,816,992

GREENVILLE ELEMENTARY SCHOOL



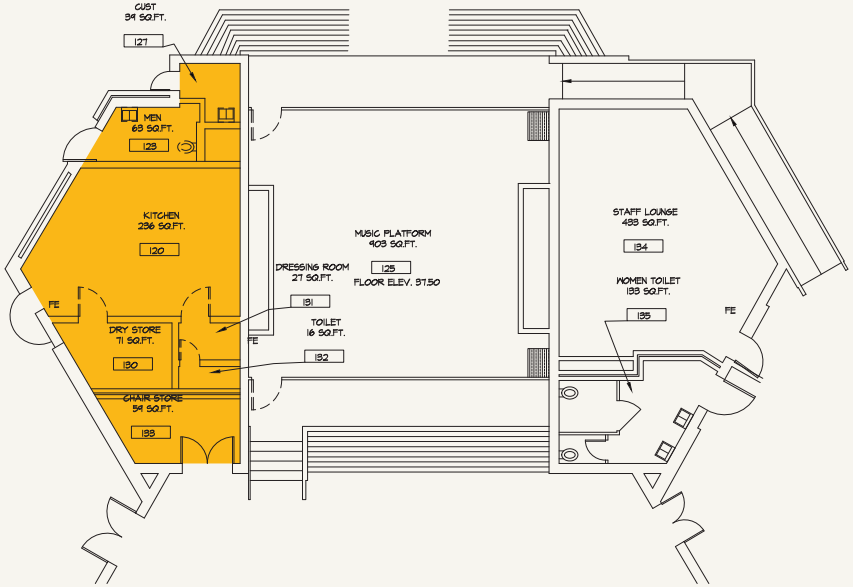
Current Kitchen and Serving Area

Proposed New Kitchen Building

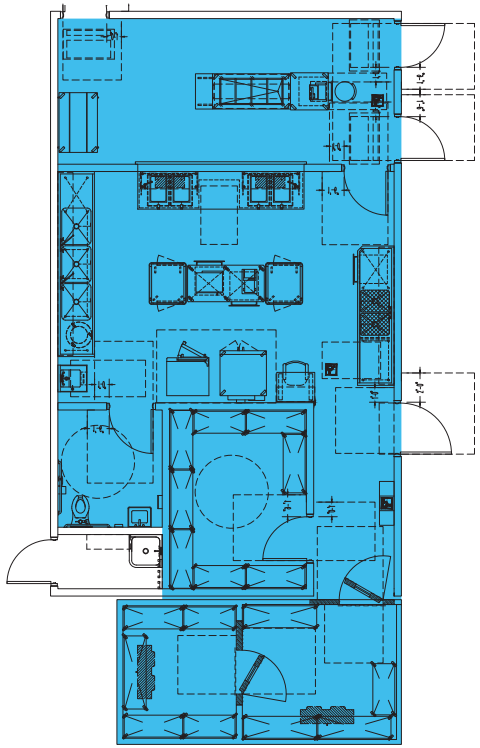
2016-2017 Enrollment: 1,085

Daily Meals Served: 1,073

Year Built: 1979



Existing Space: 93 sq. ft.



Recommended Improvements: 1,034 sq. ft.

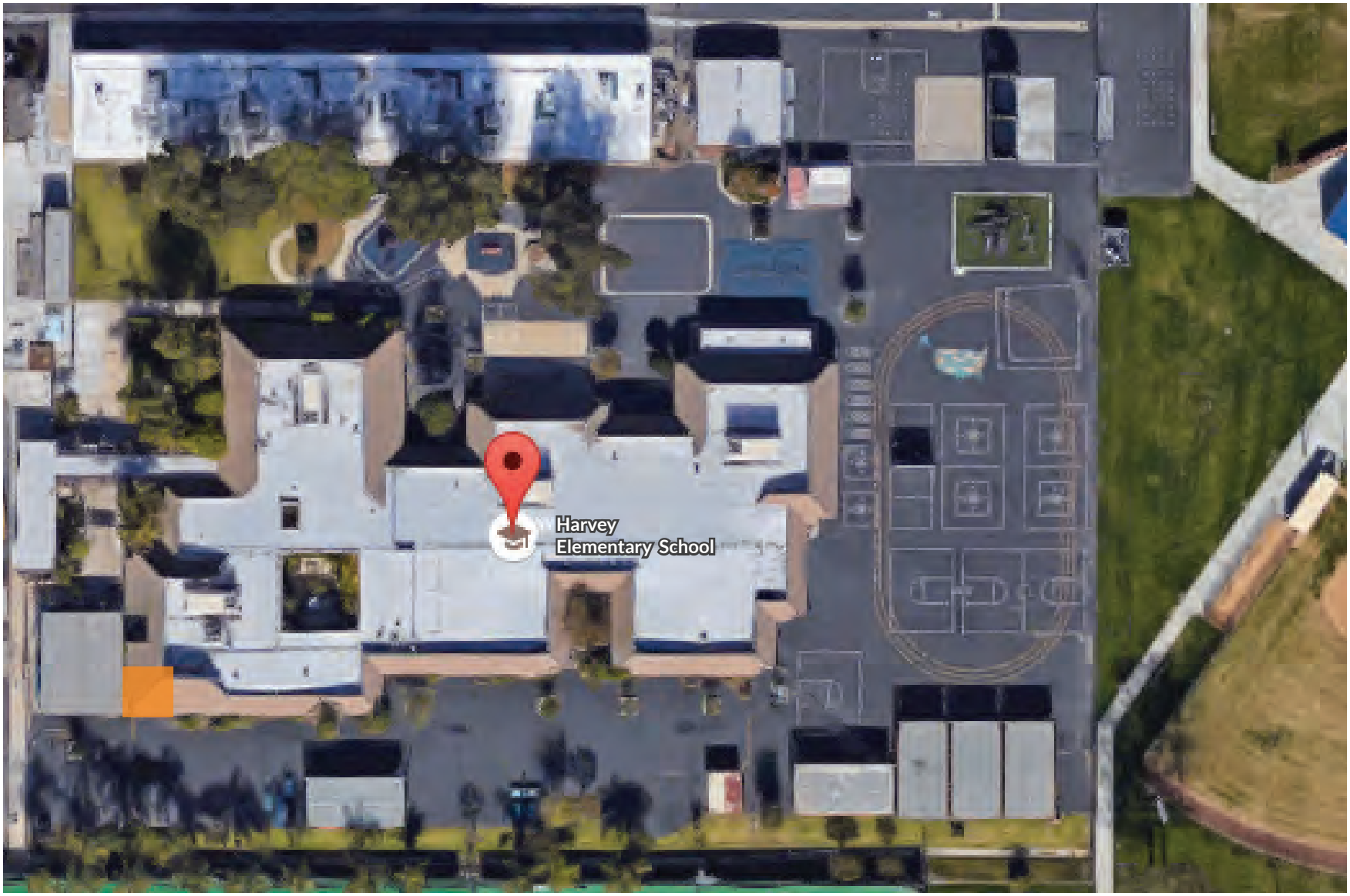
- Expansion cannot occur within building footprint due to adjacent uses, which requires a new kitchen building to be provided
- New building to be placed in improved location adjacent to eating area
- Existing food service area will be recaptured for educational purposes
- Provide interior student serving area (students are currently served outside)

MASTERPLAN DESIGN

TYPE	GENERAL FUND	NUTRITION SERVICES FUND
SITE WORK (DEMO & NEW) (DSA Mandated work)	$100,000	$
DEMOLITION (BUILDING)	$43,835	$
EXPANSION	$395,325	$
RENOVATION	$425,000	$
FOOD SERVICE FINISHES	$0	$131,77563
FOOD SERVICE EQUIPMENT	$0	$250,000
SUBTOTAL	$964,160	$381,775
CONTINGENCY (15%)	$144,625	$57,266
SOFT COSTS (20%)	$221,757	$87,808
TOTAL	$1,330,451	$526,850

TOTAL PROJECT COST: $1,857,391

HARVEY ELEMENTARY SCHOOL

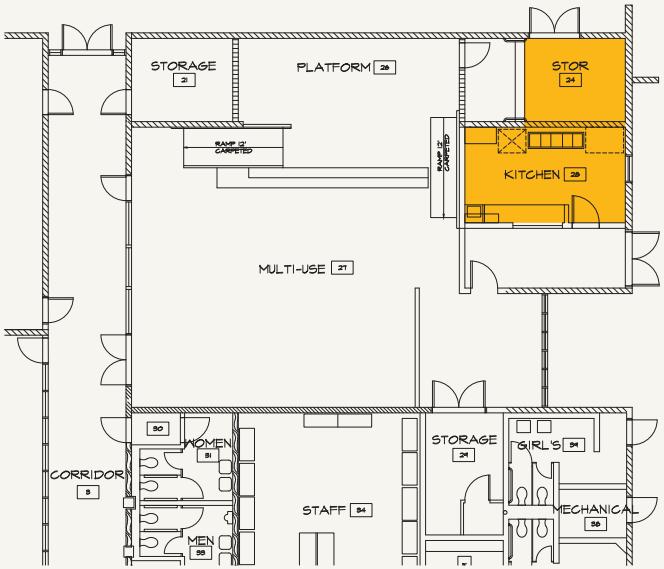


Current Kitchen and Serving Area

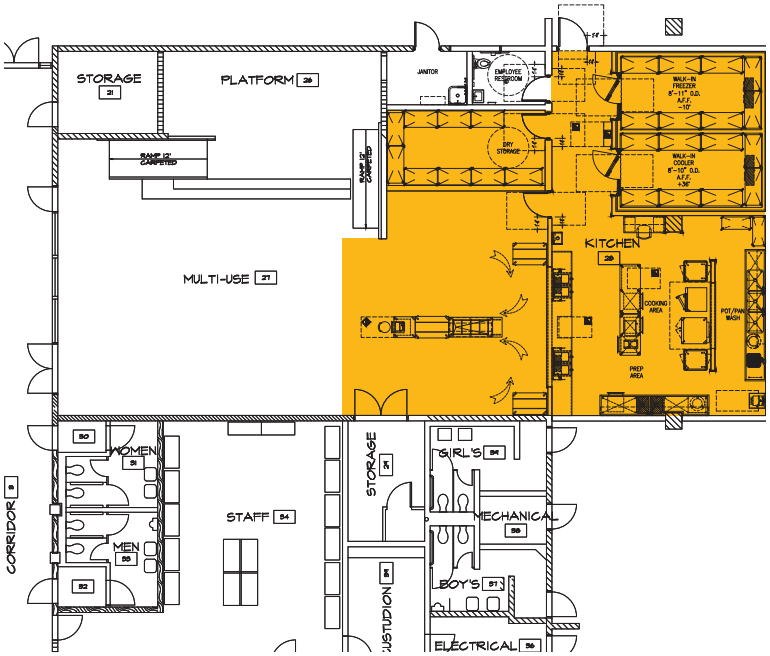
2016-2017 Enrollment: 459

Daily Meals Served: 740

Year Built: 1993



Existing Space: 240 sq. ft.



Recommended Improvements: 2,140 sq. ft.

- Expansion cannot occur within building footprint due to adjacent uses, which requires an exterior building expansion
- Provide interior student serving area (students are currently served outside)
- Utilize existing location to minimize utility relocation and construction costs
- Provide salad bar to expand student options
- Utilize cost efficient stand-alone exterior refrigeration units

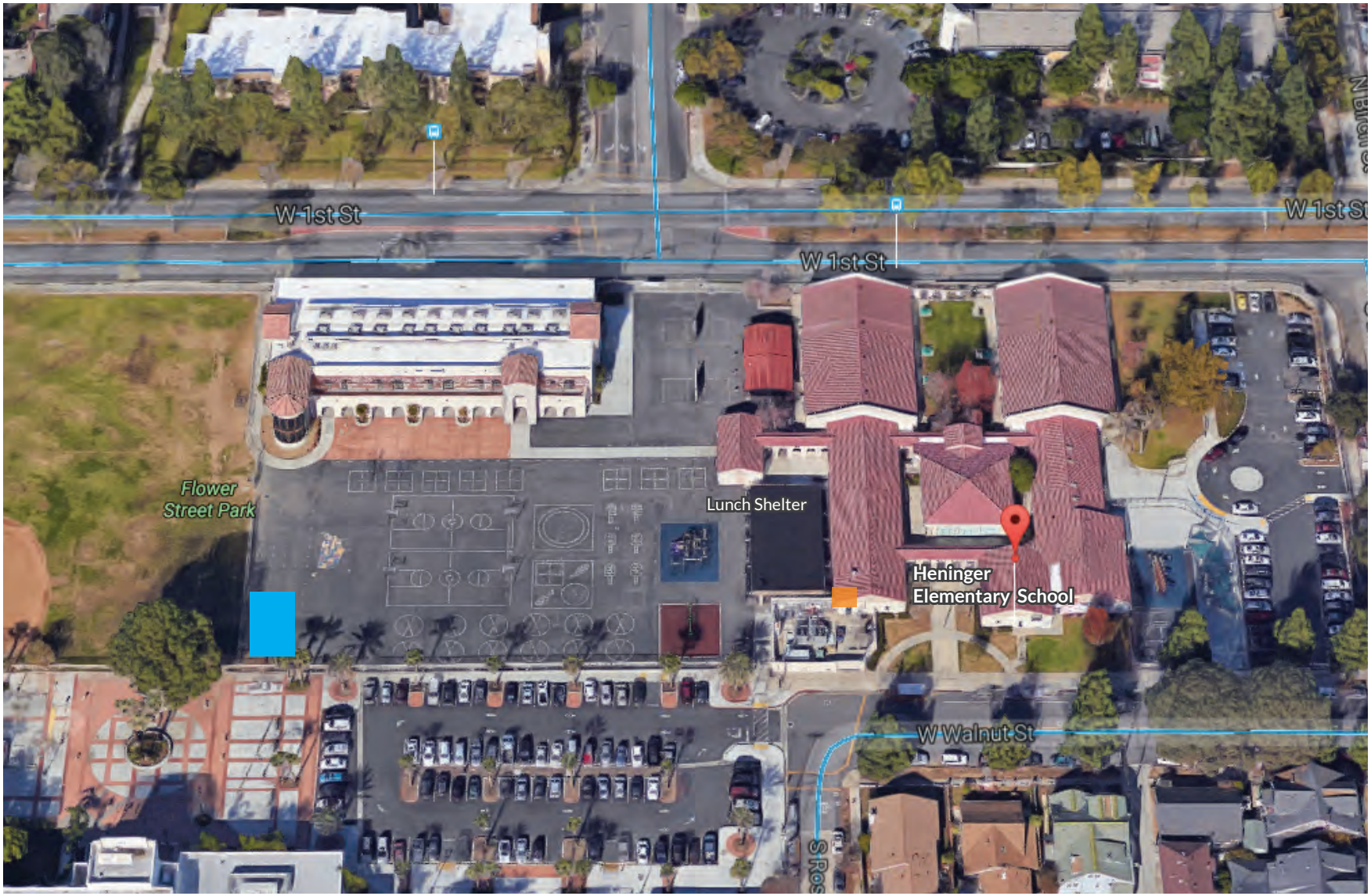
HARVEY ELEMENTARY SCHOOL

MASTERPLAN DESIGN

TYPE	GENERAL FUND	NUTRITION SERVICES FUND
SITE WORK (DEMO & NEW) (DSA Mandated work)	$100,000	$
DEMOLITION (BUILDING)	$31,845	$
EXPANSION	$572,220	$
RENOVATION	$375,000	$
LUNCH SHELTER	$60,000	$
FOOD SERVICE ALLOWABLES	$0	$190,740
FOOD SERVICE EQUIPMENT	$0	$250,000
SUBTOTAL	$1,139,065	$440,740
CONTINGENCY (15%)	$170,860	$66,111
SOFT COSTS (20%)	$ 227,813	$101,370
TOTAL	$1,537,738	$608,221

TOTAL PROJECT COST: $2,145,959

HENINGER ELEMENTARY SCHOOL



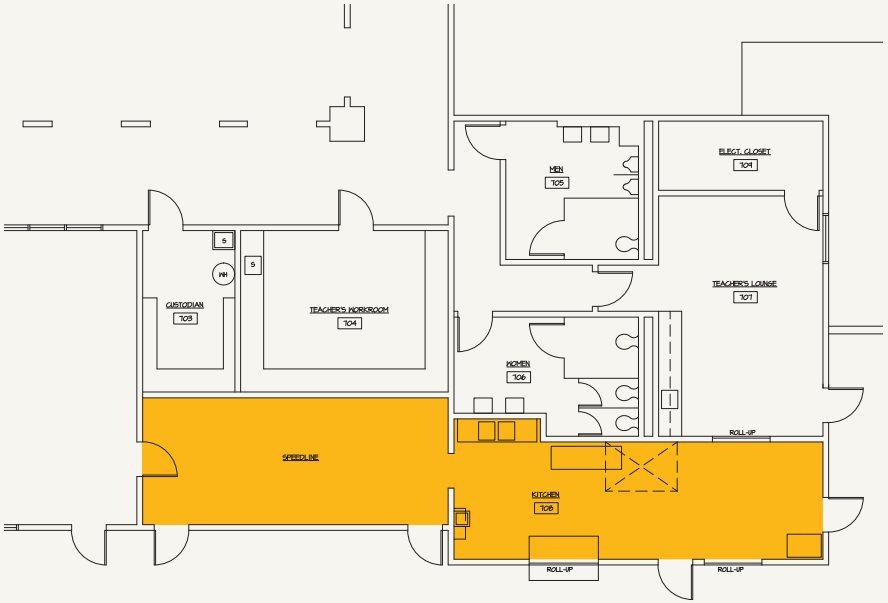
Current Kitchen and Serving Area

Proposed New Kitchen Building

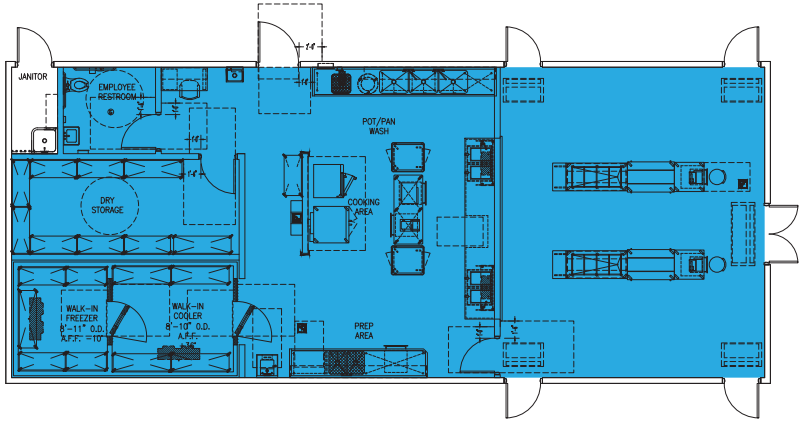
2016-2017 Enrollment: 1096

Daily Meals Served: 1,484

Year Built: 1992



Existing Space: 340 sq. ft.



Recommended Improvements: 1,722 sq. ft.

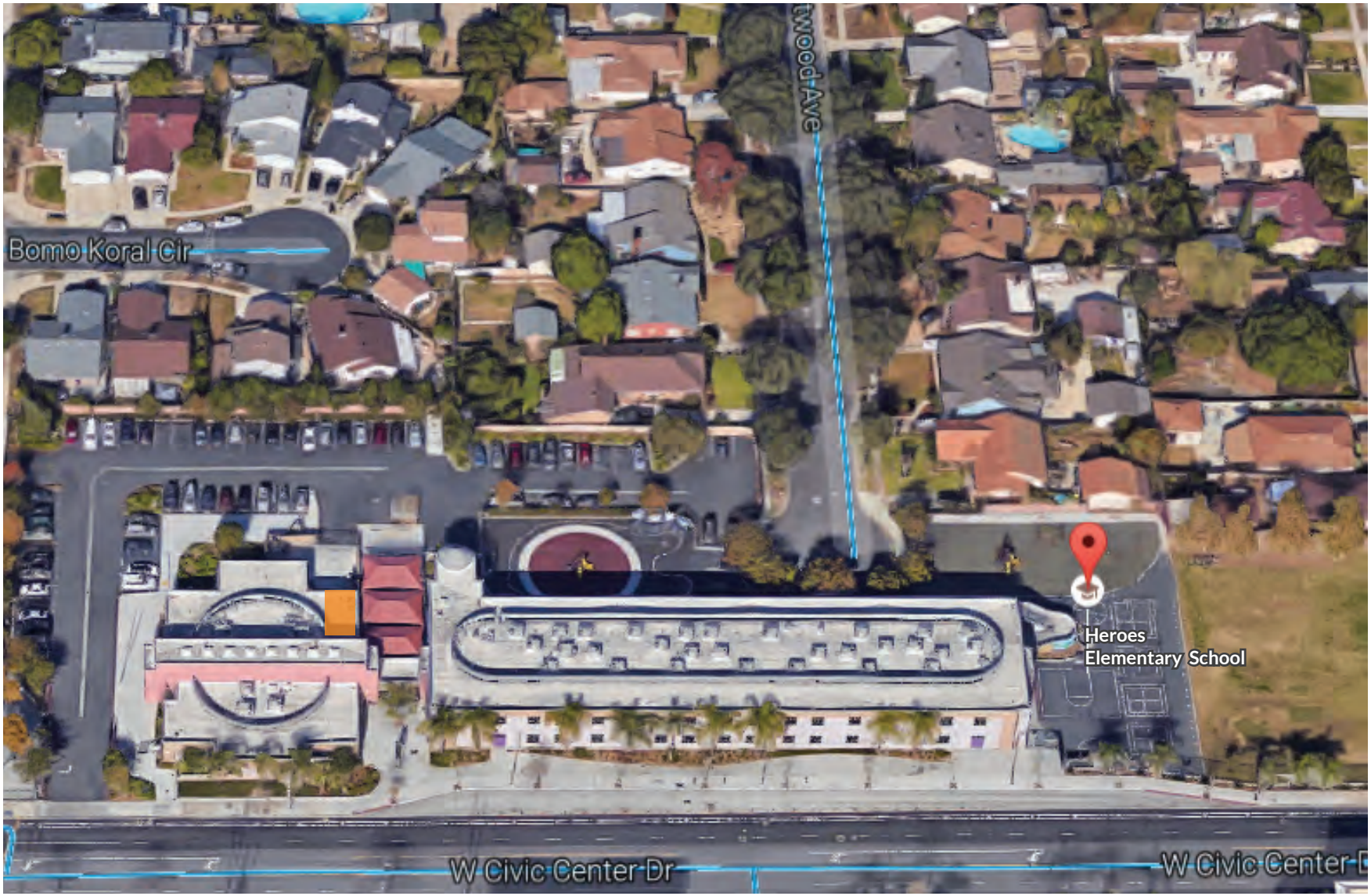
- Expansion cannot occur within building footprint due to adjacent uses, which requires a new kitchen building to be provided
- New building to be placed in improved location adjacent to sattelite 6-8 campus
- Existing food service area will be recaptured for educational purposes
- Provide salad bar to expand student options

MASTERPLAN DESIGN

TYPE	GENERAL FUND	NUTRITION SERVICES FUND
SITE WORK (DEMO & NEW) (DSA Mandated work)	$100,000	
DEMOLITION (BUILDING)	$35,035	
EXPANSION	$656,250	
RENOVATION	$375,000	
FOOD SERVICE FINISHES		$218,750
FOOD SERVICE EQUIPMENT		$250,000
SUBTOTAL	$1,166,285	$468,750
CONTINGENCY (15%)	$174,943	$70,313
SOFT COSTS (20%)	$268,246	$107,813
TOTAL	$1,609,473	$646,875

TOTAL PROJECT COST: $2,256,348

HEROES ELEMENTARY SCHOOL

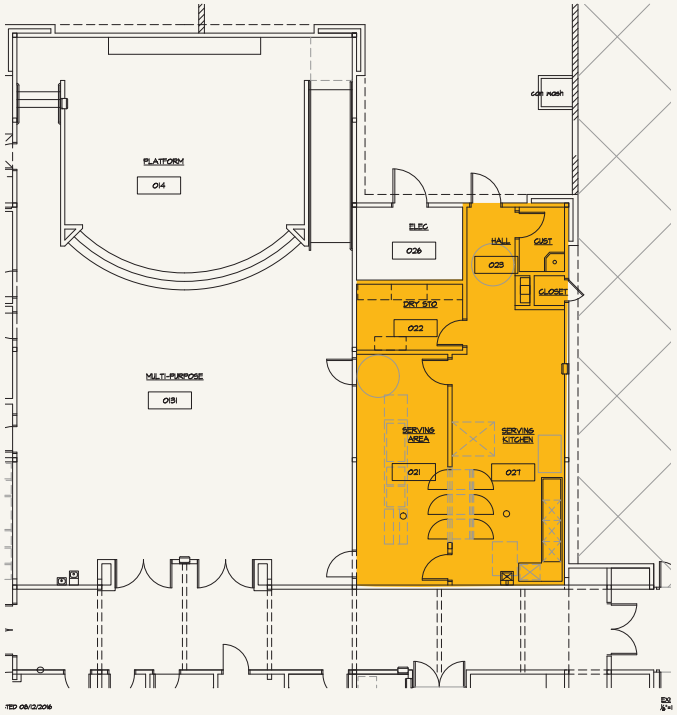


Current Kitchen and Serving Area

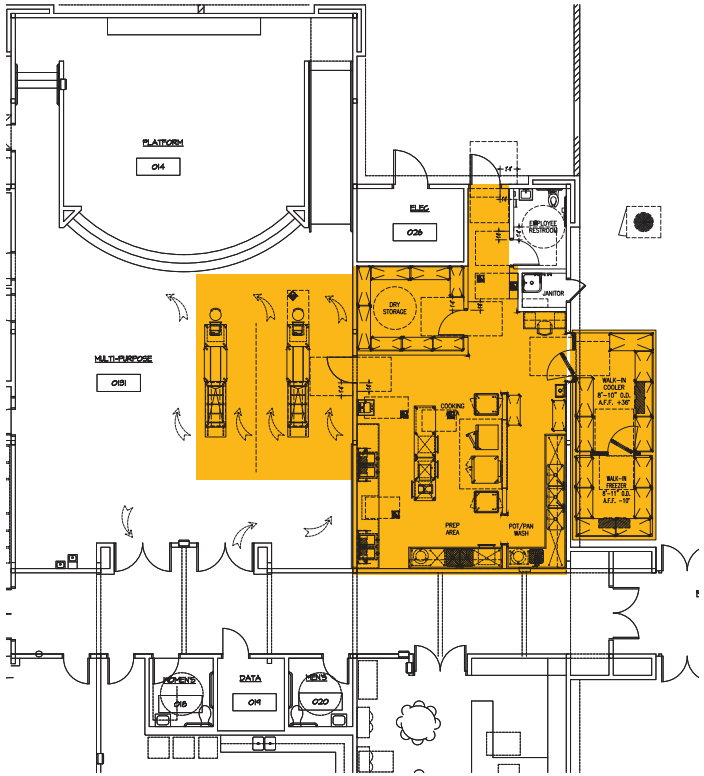
2016-2017 Enrollment: 699

Daily Meals Served: 972

Year Built: 2008



Existing Space: 1,090 sq. ft.



Recommended Improvements: 1,637

- Utilize existing location to minimize utility relocation and construction costs
- Expansion must remain within building footprint due to existing site constraints, which do not allow for exterior building addition
- Utilize cost efficient stand-alone exterior refrigeration units
- Provide salad bar to expand student options

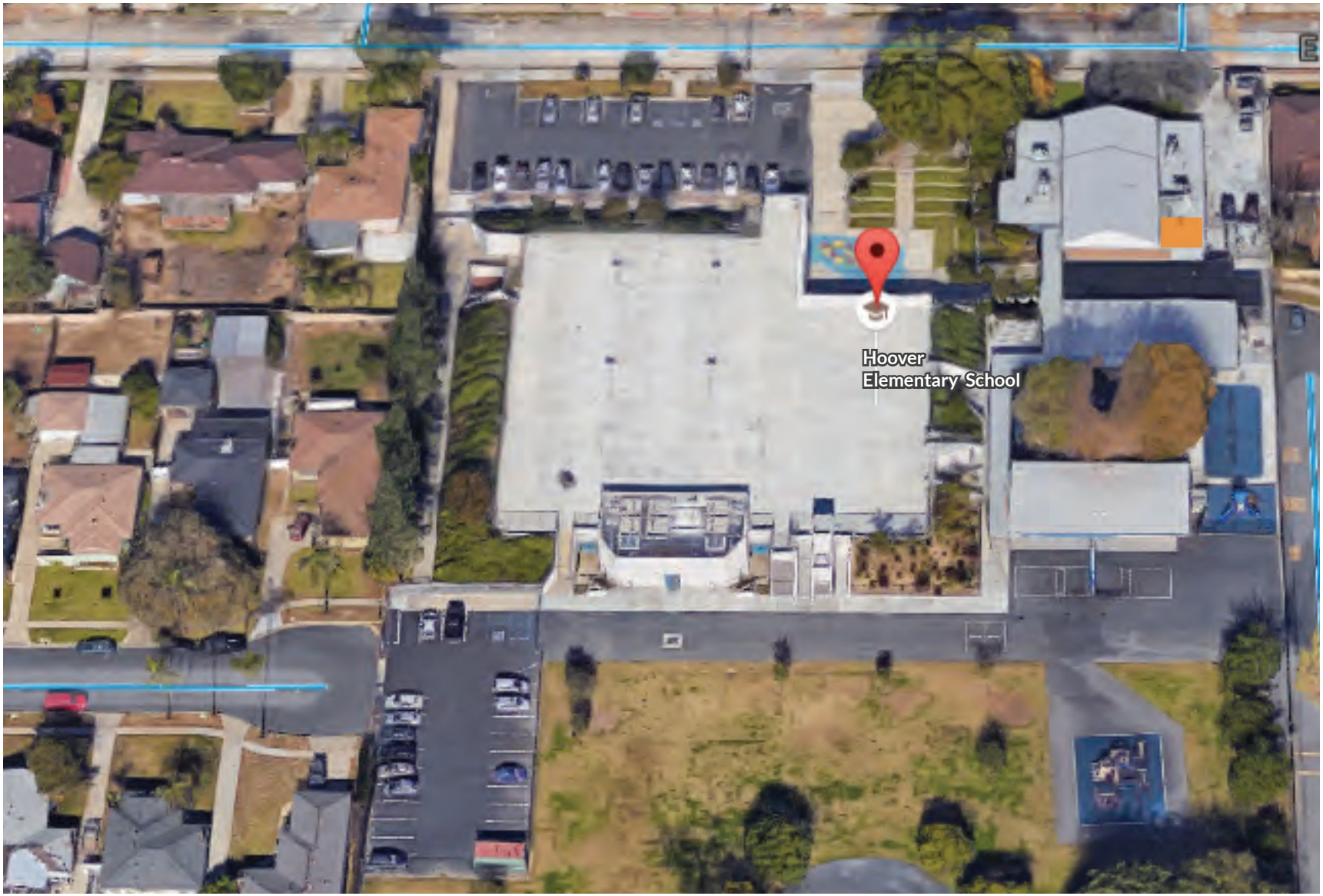
HEROES ELEMENTARY SCHOOL

MASTERPLAN DESIGN

TYPE	GENERAL FUND	NUTRITION SERVICES FUND
SITE WORK (DEMO & NEW) (DSA Mandated work)	$100,000	$
DEMOLITION (BUILDING)	$59,950	$
EXPANSION	$364,613	$
RENOVATION	$475,000	$
FOOD SERVICE FINISHES	$0	$129,538
FOOD SERVICE EQUIPMENT	$0	$250,000
SUBTOTAL	$999,563	$371,538
CONTINGENCY (15%)	$145,934	$55,731
SOFT COSTS (20%)	$229,900	$85,454
TOTAL	$1,379,397	$512,722

TOTAL PROJECT COST: $1,892,119

HOOVER ELEMENTARY SCHOOL

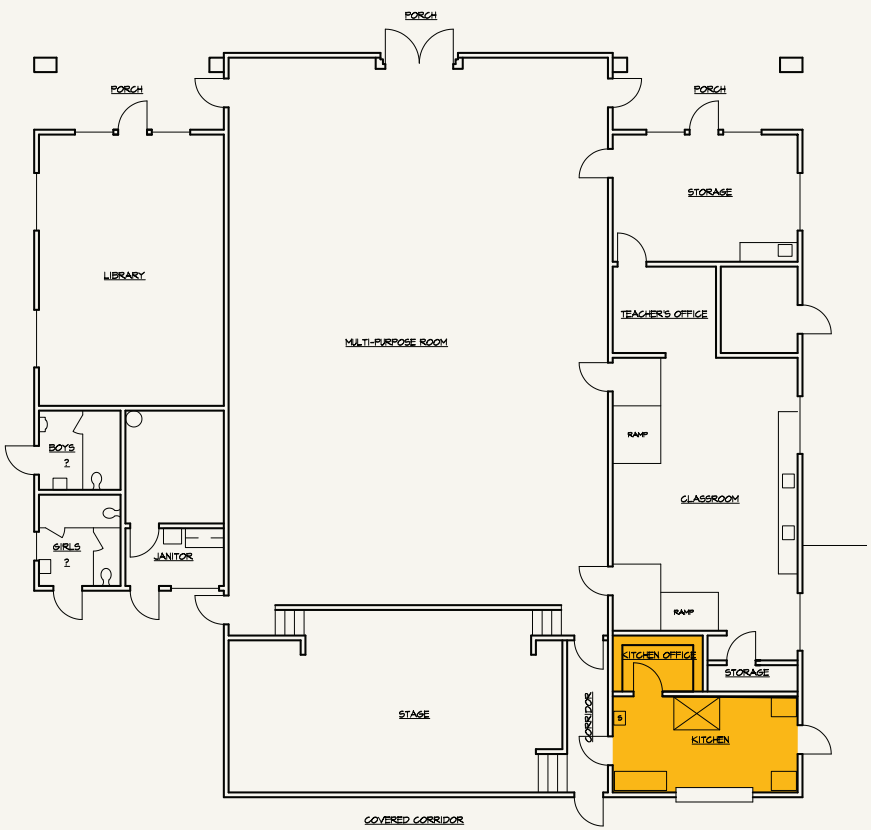


Kitchen and Serving Area

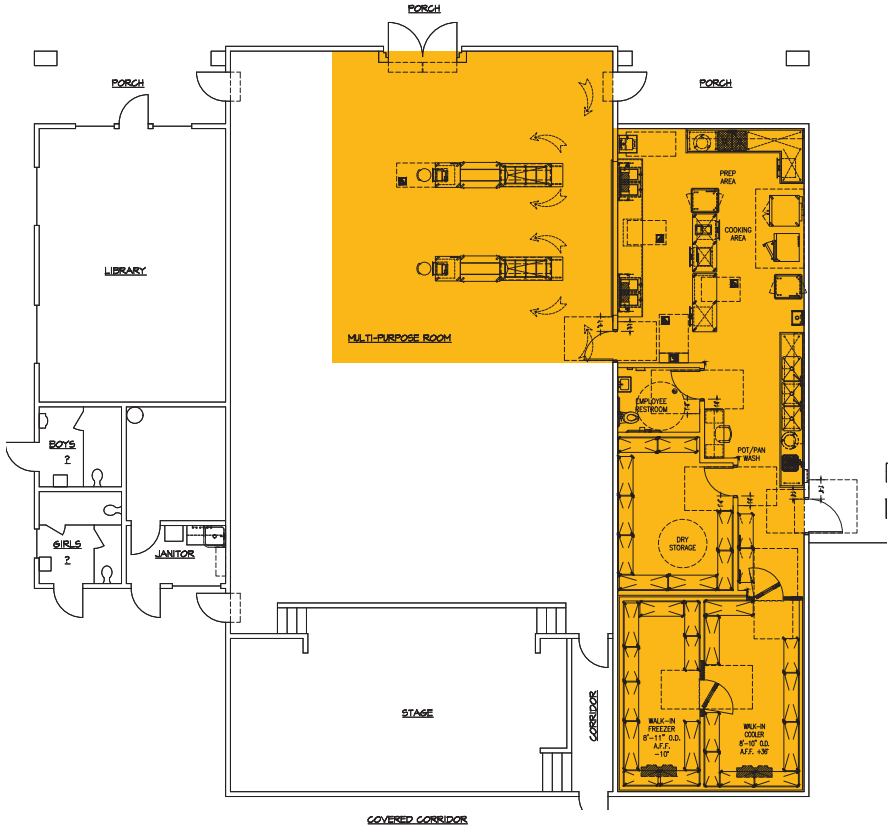
2016-2017 Enrollment: 442

Daily Meals Served: 846

Year Built: 1973



Existing Space: 286 sq. ft.



Recommended Improvements: 1,373 sq. ft.

- Utilize existing location to minimize utility relocation and construction costs
- Expansion must remain within building footprint due to existing site constraints, which do not allow for exterior building addition
- Provide interior student serving area (students are currently served outside)
- Provide salad bar to expand student options

MASTERPLAN DESIGN

TYPE	GENERAL FUND	NUTRITION SERVICES FUND
SITE WORK (DEMO & NEW) (DSA Mandated work)	$100,000	
DEMOLITION (BUILDING)	$13,860	
EXPANSION	$525,000	
RENOVATION	$400,00	
FOOD SERVICE FINISHES		$175,000
FOOD SERVICE EQUIPMENT		$250,000
SUBTOTAL	$1,038,860	$425,000
CONTINGENCY (15%)	$155,829	$63,750
SOFT COSTS (20%)	$238,938	$97,750
TOTAL	$1,433,627	$586,500

TOTAL PROJECT COST: $2,020,127

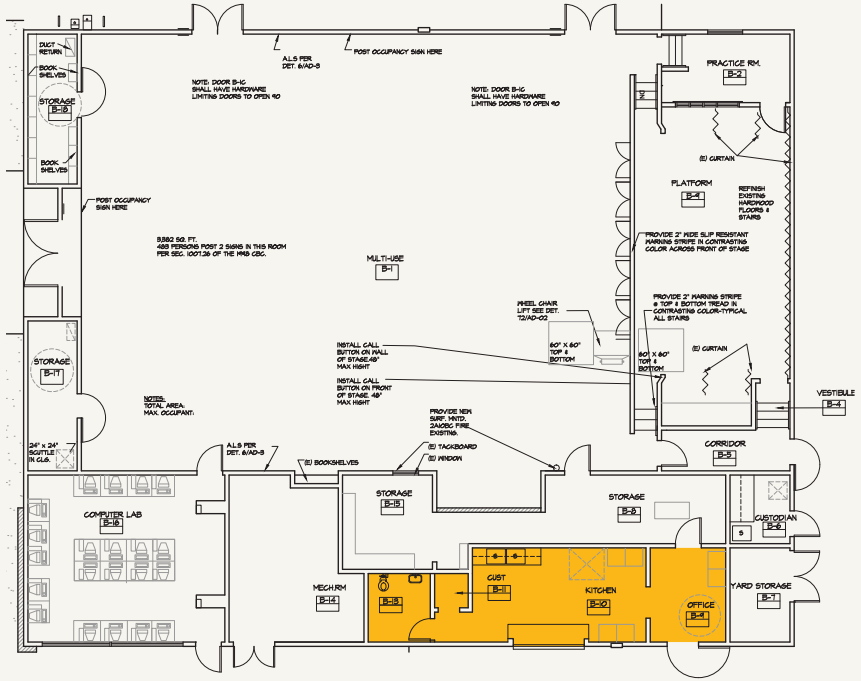
JACKSON ELEMENTARY SCHOOL

Current Kitchen and Serving Area

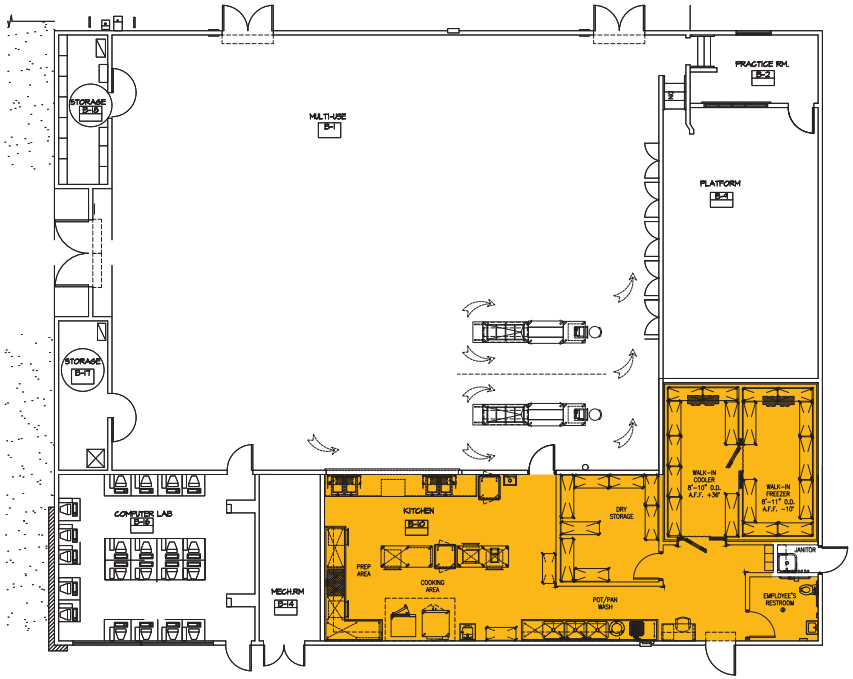
2016-2017 Enrollment: 1,116

Daily Meals Served: 1,602

Year Built: 1961



Existing Space: 423 sq. ft.



Recommended Improvements: 1,303 sq. ft.

- Utilize existing location to minimize utility relocation and construction costs
- Expansion must remain within building footprint due to existing site constraints, which do not allow for exterior building addition
- Provide interior student serving area (students are currently served outside)
- Provide salad bar to expand student options

MASTERPLAN DESIGN

TYPE	GENERAL FUND	NUTRITION SERVICES FUND
SITE WORK (DEMO & NEW) (DSA Mandated work)	$100,000	$
DEMOLITION (BUILDING)	$23,155	$
EXPANSION	$347,288	$
RENOVATION	$725,000	$
FOOD SERVICE FINISHES	$0	$115,763
FOOD SERVICE EQUIPMENT	$0	$250,000
SUBTOTAL	$1,195,443	$365,763
CONTINGENCY (15%)	$179,316	$54,864
SOFT COSTS (20%)	$274,952	$84,125
TOTAL	$1,649,711	$504,752

TOTAL PROJECT COST: $2,154,463

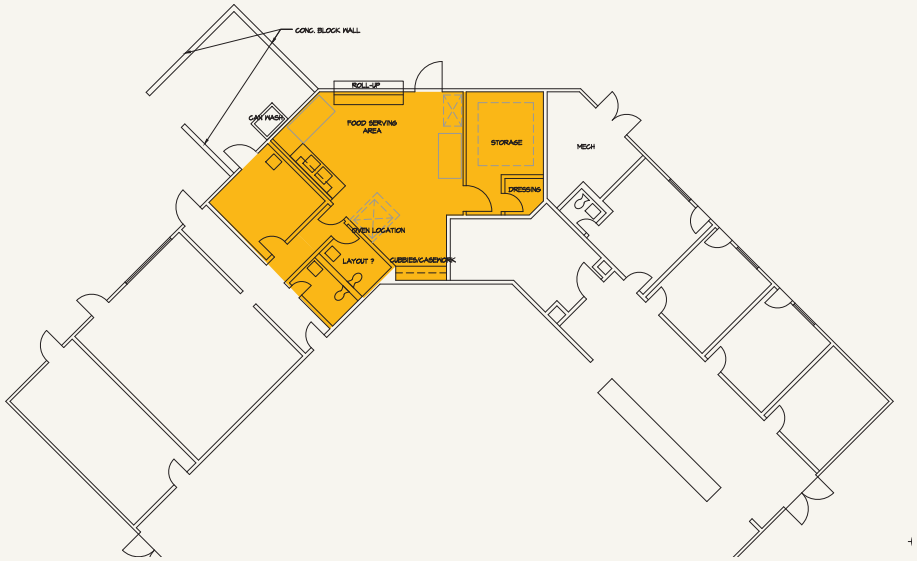
JEFFERSON ELEMENTARY SCHOOL

Current Kitchen and Serving Area

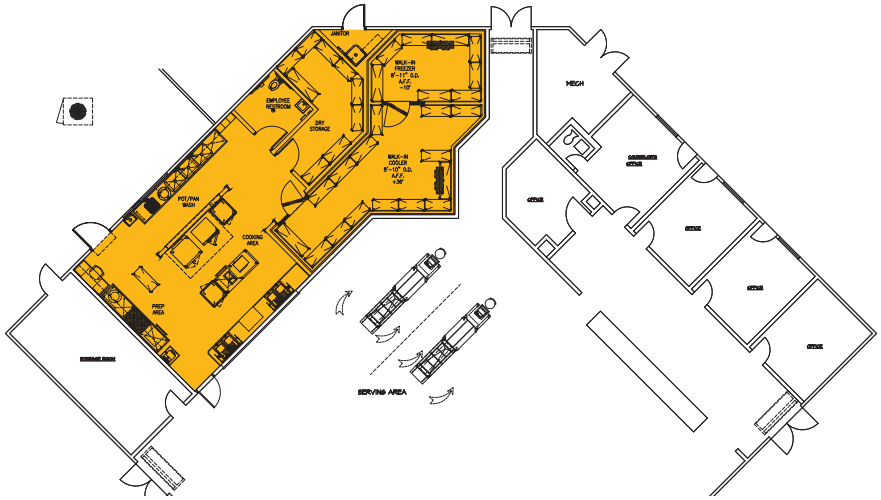
2016- 2017 Enrollment: 871

Daily Meals Served: 1,085

Year Built: 1965



Existing Space: 890 sq. ft.



Recommended Improvements: 1,290 sq. ft.

- Utilize existing location to minimize utility relocation and construction costs
- Expansion must remain within building footprint due to existing site constraints, which do not allow for exterior building addition
- Provide interior student serving area (students are currently served outside)
- Provide salad bar to expand student options

MASTERPLAN DESIGN

TYPE	GENERAL FUND	NUTRITION SERVICES FUND
SITE WORK (DEMO & NEW) (DSA Mandated work)	$100,000	$
DEMOLITION (BUILDING)	$33,880	$
EXPANSION	$369,600	$
RENOVATION	$475,000	$
FOOD SERVICE ALLOWABLES	$0	$123,200
FOOD SERVICE EQUIPMENT	$0	$373,200
SUBTOTAL	$978,480	$373,200
CONTINGENCY (15%)	$146,772	$55,980
SOFT COSTS (20%)	$225,050	$85,836
TOTAL	$1,350,302	$515,016

TOTAL PROJECT COST: $1,865,318

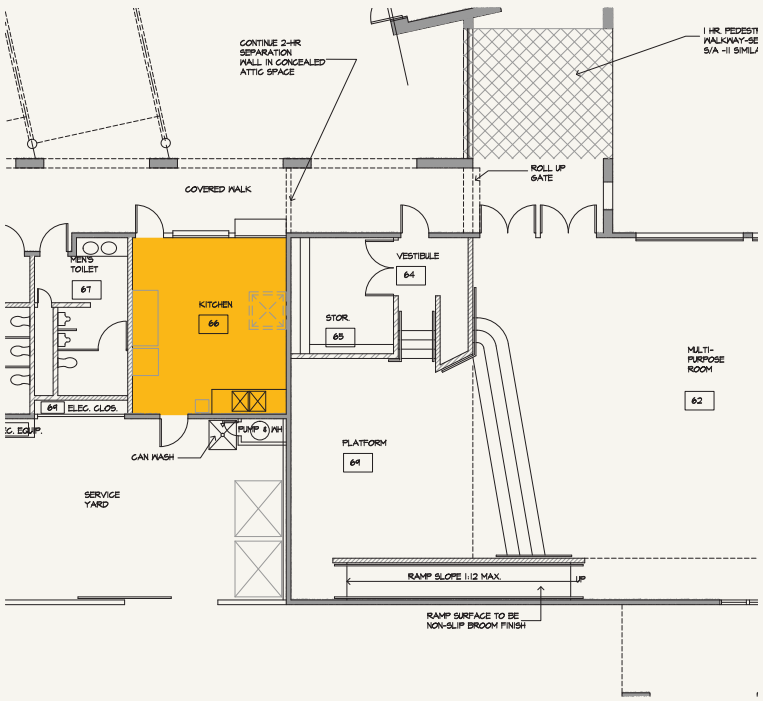
KING ELEMENTARY SCHOOL

Current Kitchen and Serving Area

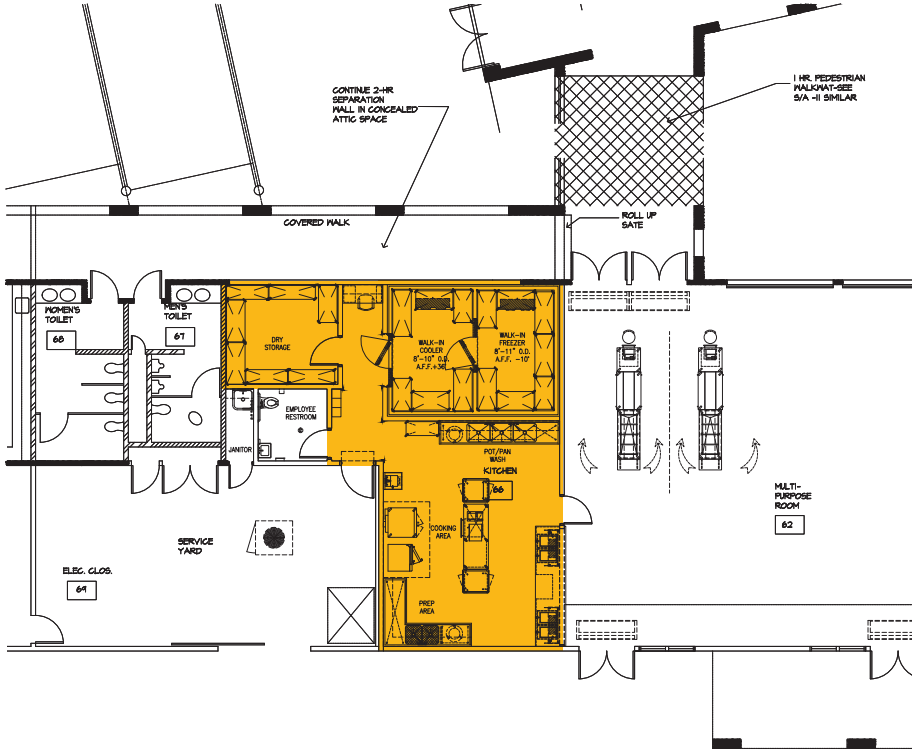
2016-2017 Enrollment: 824

Daily Meals Served: 1,098

Year Built: 1994



Existing Space: 74 sq. ft.



Recommended Improvements: 1,044 sq. ft.

- Staff analyzed all alternative locations for food service to be located with the conclusion that expansion into the multi-purpose room stage was the only option, which is due to site constraints and adjacent uses
- Multi-purpose room could be expanded for new platform area (if future modernization funds allow)
- Utilize existing location to minimize utility relocation and construction costs
- Provide interior student serving area (students are currently served outside)
- Provide salad bar to expand student options

MASTERPLAN DESIGN

TYPE	GENERAL FUND	NUTRITION SERVICES FUND
SITE WORK (DEMO & NEW) (DSA Mandated work)	$100,000	$
DEMOLITION (BUILDING)	$57,420	$
EXPANSION	$274,050	$
RENOVATION	$240,000	$
FOOD SERVICE FINISHES	$0	$91,350
FOOD SERVICE EQUIPMENT	$0	$250,000
SUBTOTAL	$671,470	$341,350
CONTINGENCY (15%)	$100,721	$51,203
SOFT COSTS (20%)	$134,294	$68,270
TOTAL	$906,485	$460,823

TOTAL PROJECT COST: $1,367,308

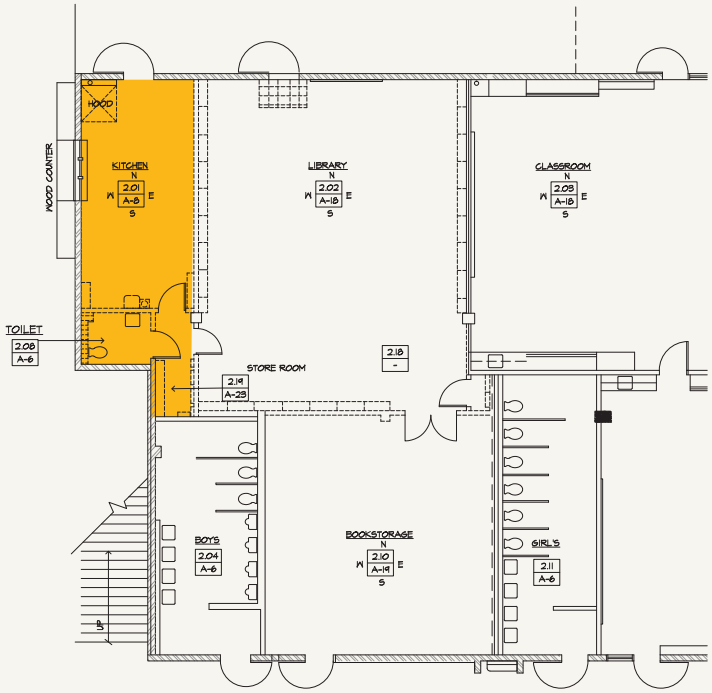
KENNEDY ELEMENTARY SCHOOL

Current Kitchen and Serving Area

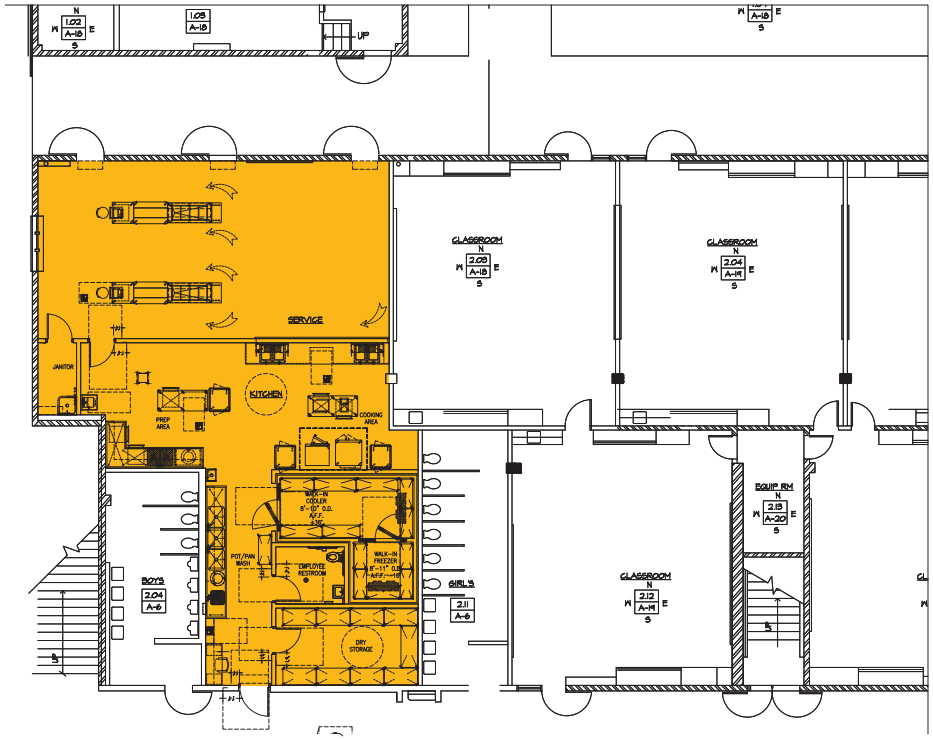
2016-2017 Enrollment: 821

Daily Meals Served: 1,145

Year Built: 1990



Existing Space: 414 sq. ft.



Recommended Improvements:2,163 sq. ft.

- Utilize existing location to minimize utility relocation and construction costs
- Expansion must remain within building footprint due to existing site constraints, which do not allow for exterior building addition
- Provide interior student serving area (students are currently served outside)
- Provide salad bar to expand student options

MASTERPLAN DESIGN

TYPE	GENERAL FUND	NUTRITION SERVICES FUND
SITE WORK (DEMO & NEW) (DSA Mandated work)	$100,000	$
DEMOLITION (BUILDING)	$23,760	$
EXPANSION	$335,738	$
RENOVATION	$485,000	$
FOOD SERVICE FINISHES	$0	$11,913
FOOD SERVICE EQUIPMENT	$0	$250,000
SUBTOTAL	$944,498	$361,913
CONTINGENCY (15%)	$141,675	$54,2887
SOFT COSTS (20%)	$217,235	$83,240
TOTAL	$1,303,408	$499,440

TOTAL PROJECT COST: $1,802,848

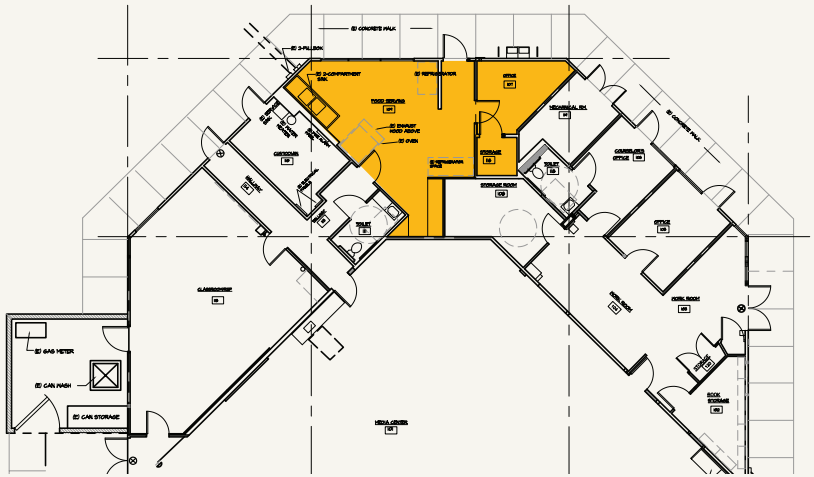
LINCOLN ELEMENTARY SCHOOL

Current Kitchen and Serving Area

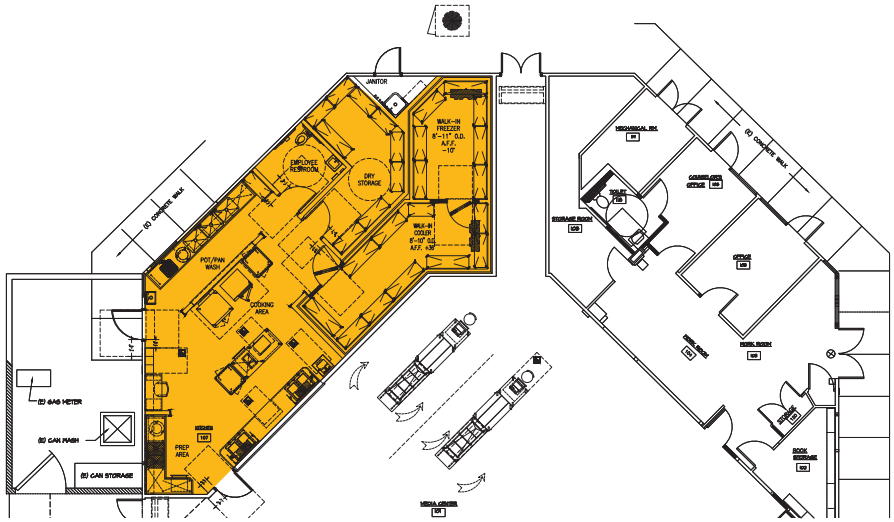
2016-2017 Enrollment: 1,014

Daily Meals Served: 1,411

Year Built: 1963



Existing Space: 500 sq. ft.



Recommended Improvements: 1,185 sq. ft.

- Utilize existing location to minimize utility relocation and construction costs
- Expansion must remain within building footprint due to existing site constraints, which do not allow for exterior building addition
- Provide interior student serving area (students are currently served outside)
- Provide salad bar to expand student options

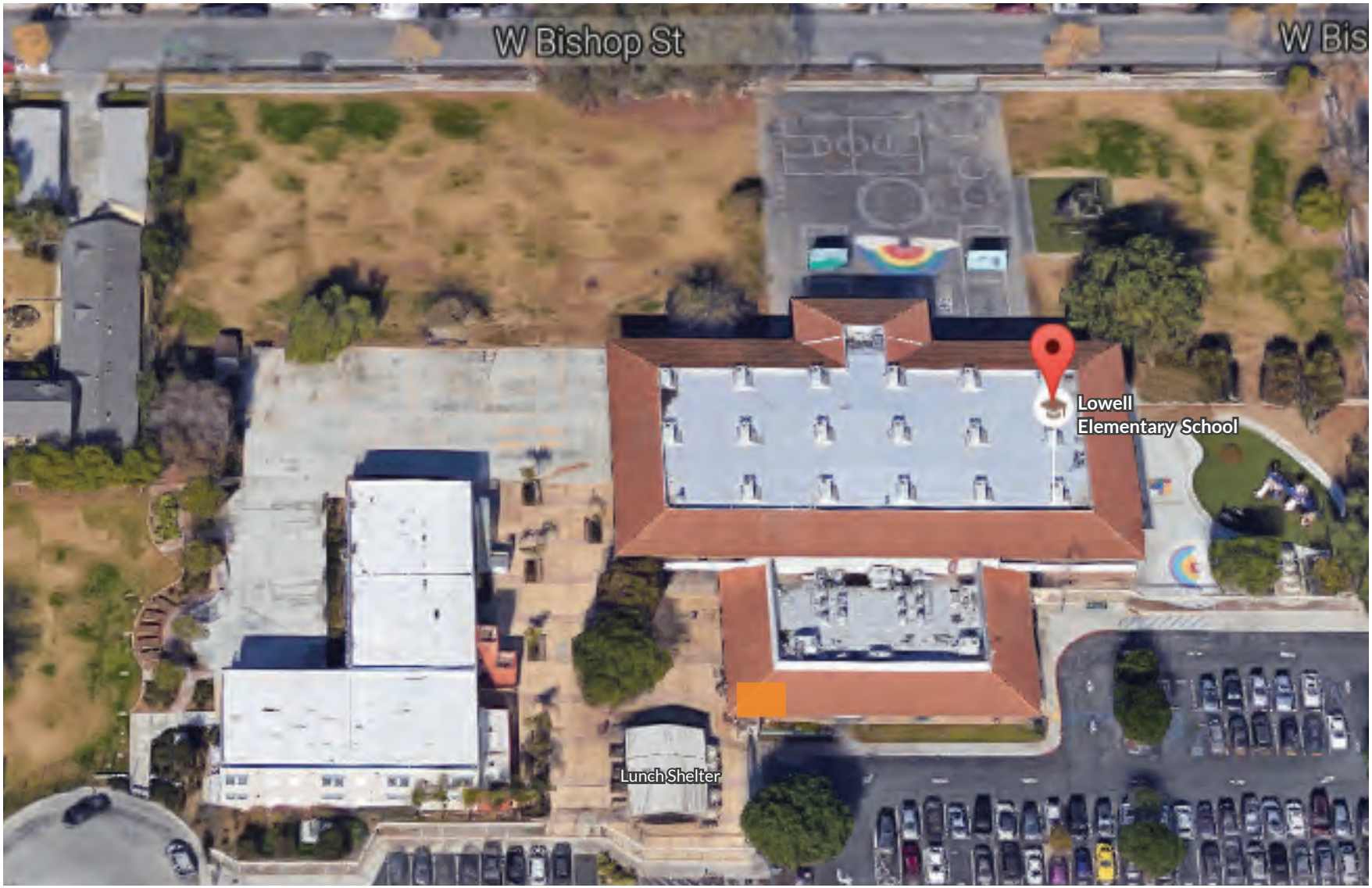
LINCOLN ELEMENTARY SCHOOL

MASTERPLAN DESIGN

TYPE	GENERAL FUND	NUTRITION SERVICES FUND
SITE WORK (DEMO & NEW) (DSA Mandated work)	$100,000	$
DEMOLITION (BUILDING)	$29,755	$
EXPANSION	$319,463	$
RENOVATION	$450,000	$
FOOD SERVICE FINISHES	$0	$106,488
FOOD SERVICE EQUIPMENT	$0	$250,000
SUBTOTAL	$899,218	$356,488
CONTINGENCY (15%)	134,883	$53,473
SOFT COSTS (20%)	$206,820	$81,992
TOTAL	$1,240,920	$491,953

TOTAL PROJECT COST: $1,732,873

LOWELL ELEMENTARY SCHOOL

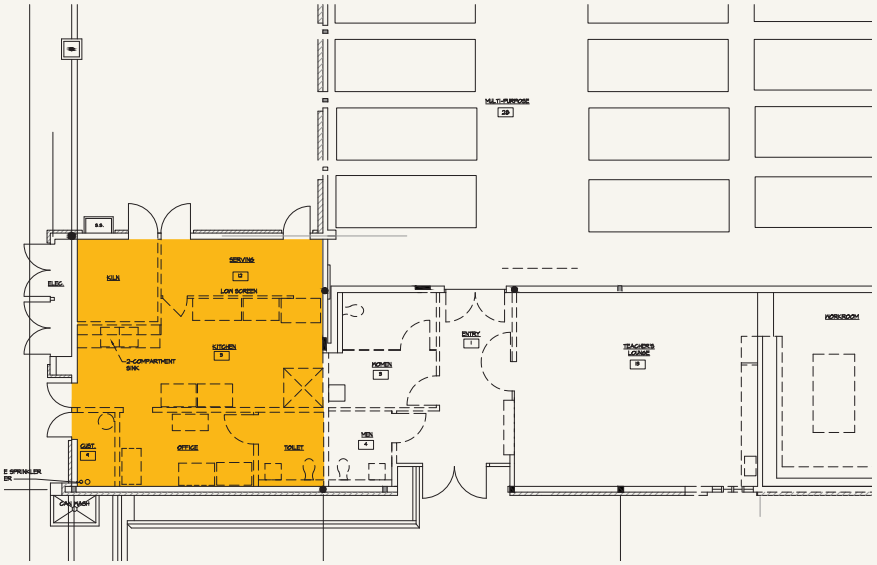


Current Kitchen and Serving Area

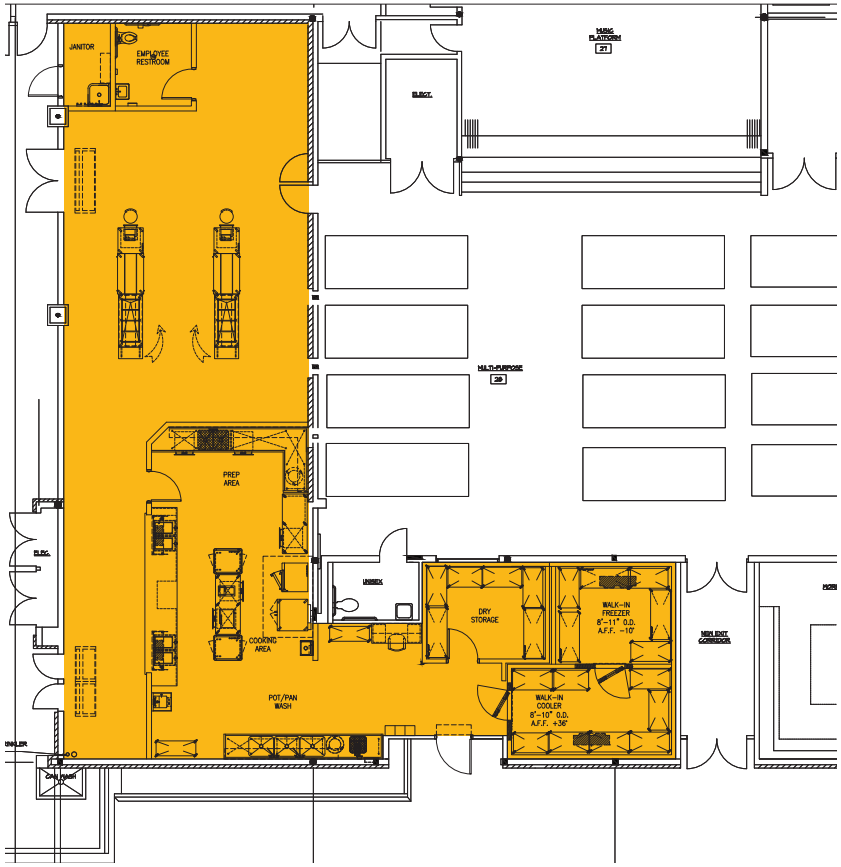
2016-2017 Enrollment: 906

Daily Meals Served: 1,207

Year Built: 1973



Existing Space: 641 sq. ft.



Recommended Improvements: 2,452 sq. ft.

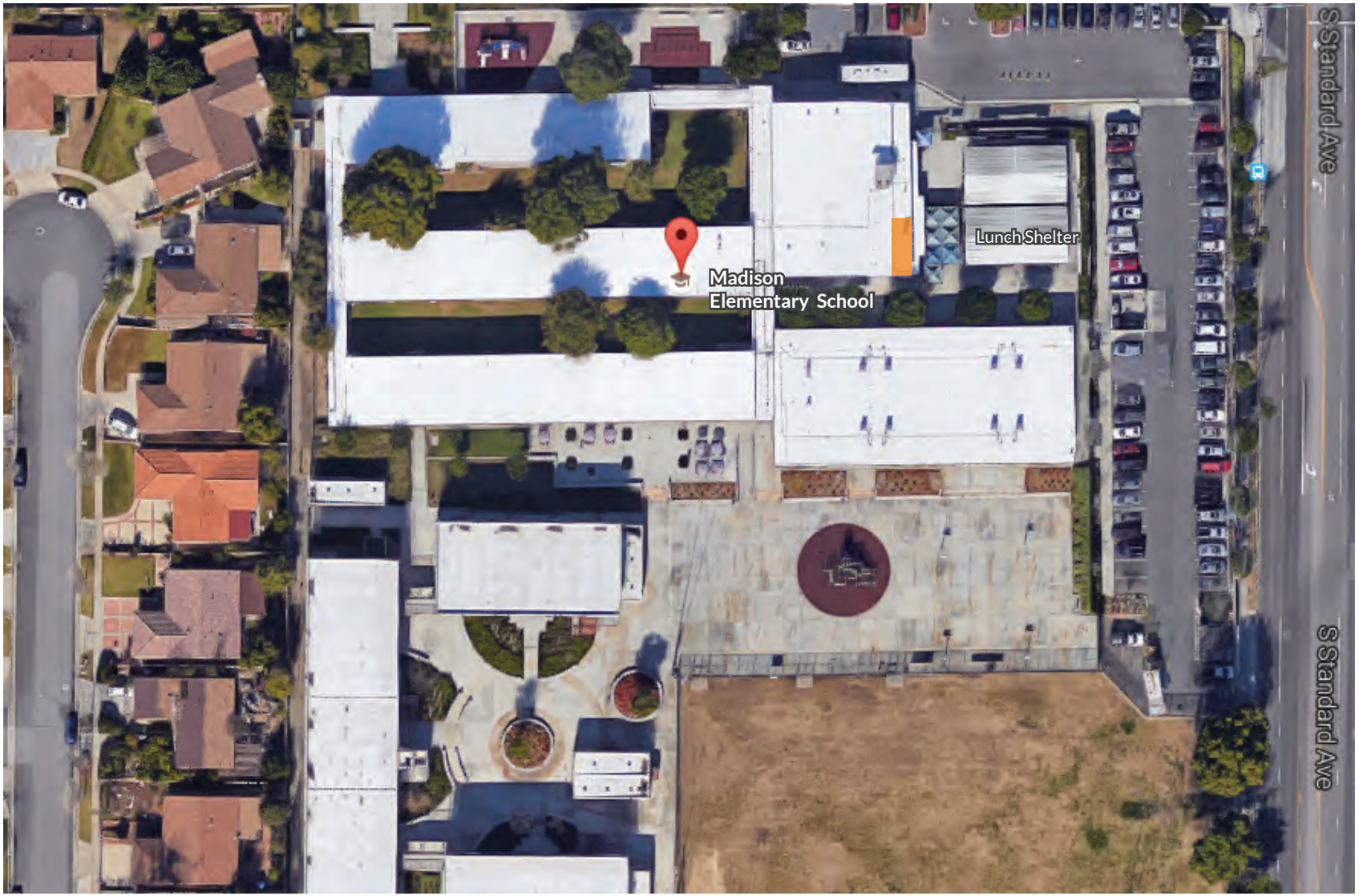
- Utilize existing location to minimize utility relocation and construction costs
- Expansion must remain within building footprint due to existing site constraints, which do not allow for exterior building addition
- Expansion of serving area located underneath existing building overhang to reduce construction costs
- Provide interior student serving area (students are currently served outside)
- Provide salad bar to expand student options
- Relocate staff lounge

MASTERPLAN DESIGN

TYPE	GENERAL FUND	NUTRITION SERVICES FUND
SITE WORK (DEMO & NEW) (DSA Mandated work)	$100,000	$
DEMOLITION (BUILDING)	$35,035	$
EXPANSION	$323,138	$
RENOVATION	$610,000	$
FOOD SERVICE ALLOWABLES	$0	$107,713
FOOD SERVICE EQUIPMENT	$0	$250,000
SUBTOTAL	$1,068,173	$357,713
CONTINGENCY (15%)	$160,226	$53,6576
SOFT COSTS (20%)	$245,680	$82,2748
TOTAL	$1,474,079	$460,823

TOTAL PROJECT COST:	$1,367,308

MADISON ELEMENTARY SCHOOL



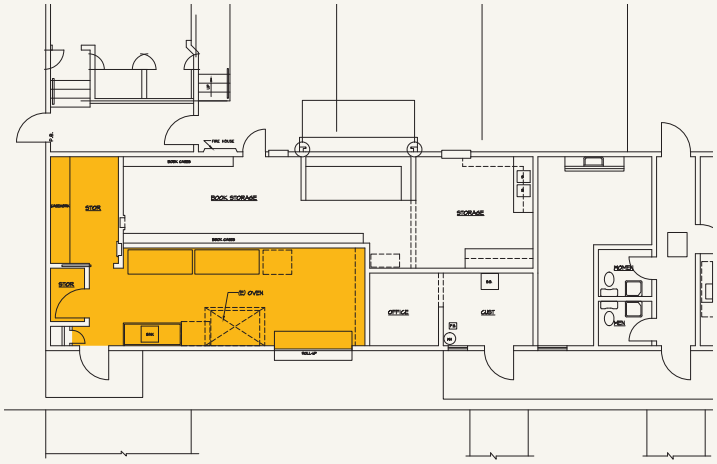
Current Kitchen and Serving Area

Proposed New Kitchen Building

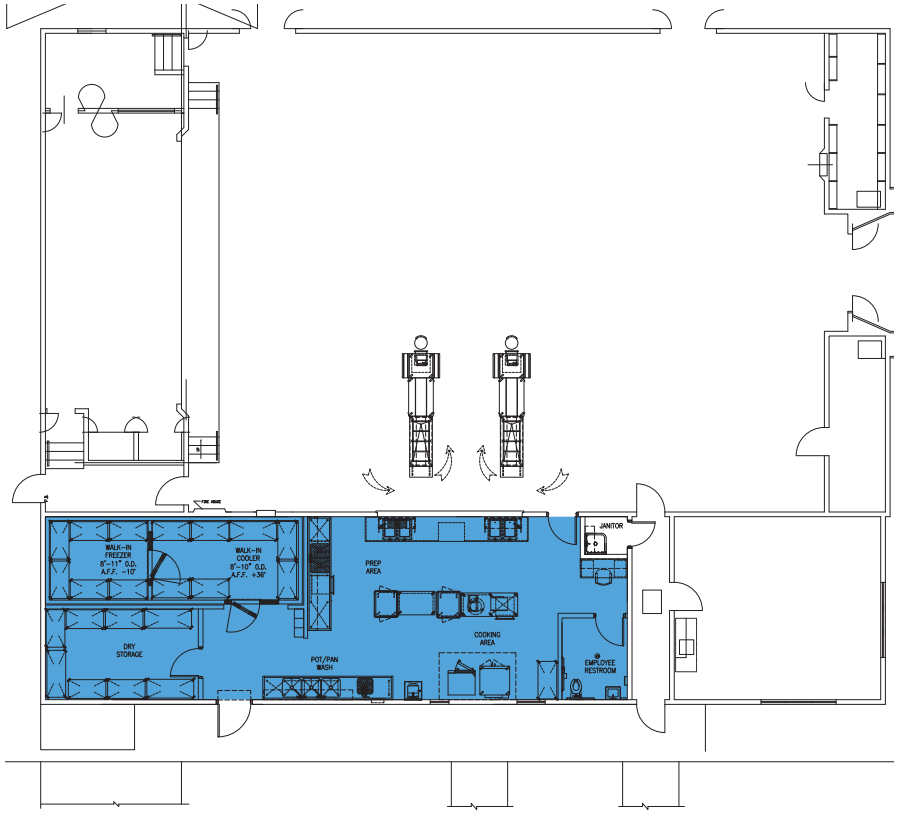
2016-2017 Enrollment: 1,136

Daily Meals Served: 1,841

Year Built: 1957



Existing Space: 962 sq. ft.



Recommended Improvements: 2,359 sq. ft.

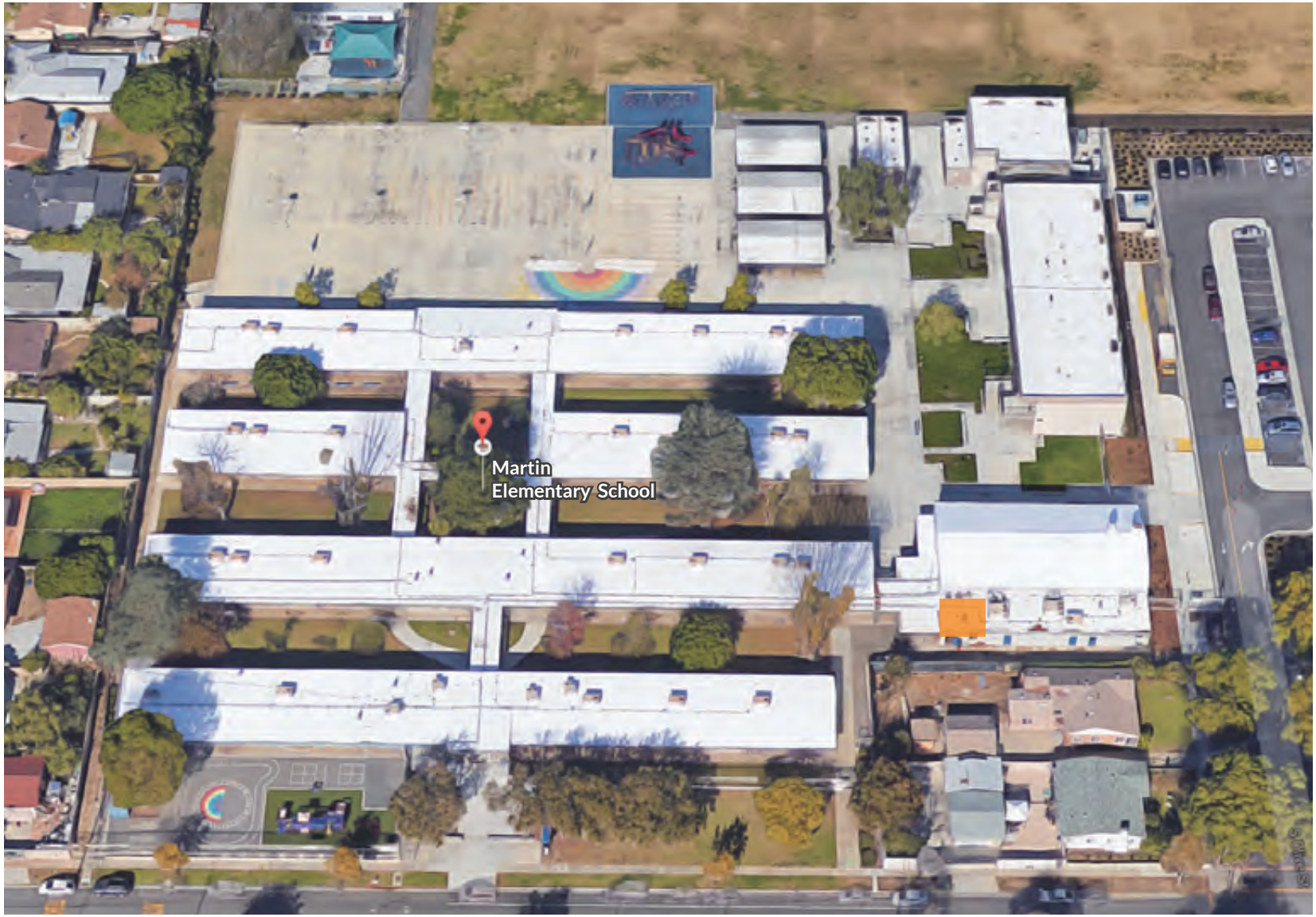
- Expansion cannot occur within building footprint due to adjacent uses, which requires a new kitchen building to be provided
- New building to be placed in underutilized area of campus
- Existing food service area will be recaptured for educational purposes
- Provide salad bar to expand student options
- Relocate staff lounge

MASTERPLAN DESIGN

TYPE	GENERAL FUND	NUTRITION SERVICES FUND
SITE WORK (DEMO & NEW) (DSA Mandated work)	$100,000	$
DEMOLITION (BUILDING)	$21,285	$
EXPANSION	$438,113	$
RENOVATION	$625,000	$
FOOD SERVICE ALLOWABLES	$0	$146,038
FOOD SERVICE EQUIPMENT	$0	$250,000
SUBTOTAL	$1,184,398	$396,038
CONTINGENCY (15%)	$177,660	$59,406
SOFT COSTS (20%)	$272,412	$91,089
TOTAL	$1,634,4709	$545,532

TOTAL PROJECT COST: $2,180,002

MARTIN ELEMENTARY SCHOOL

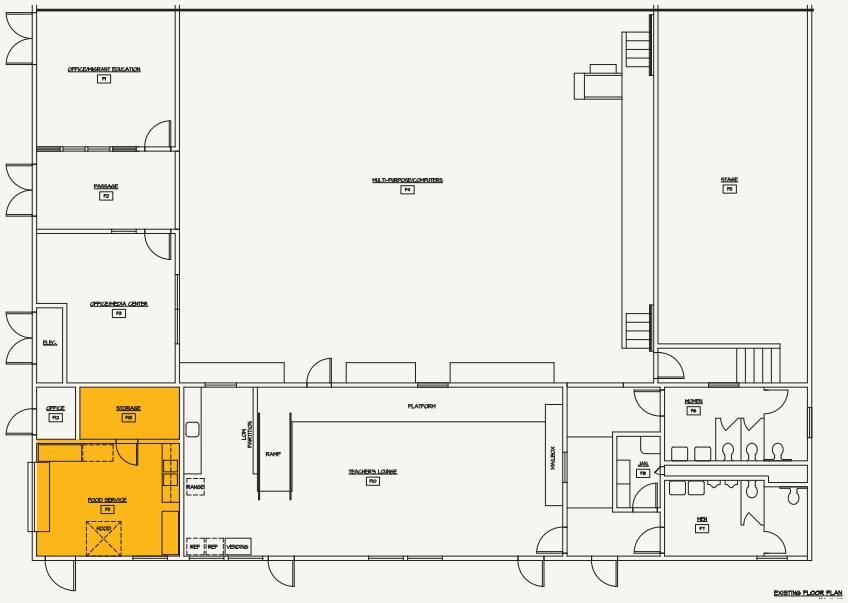


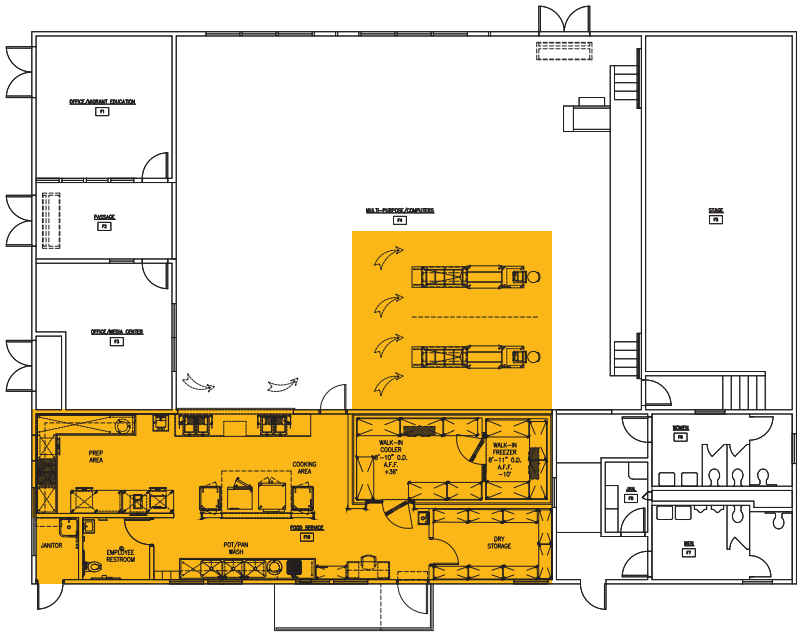
Current Kitchen and Serving Area

2016-2017 Enrollment: 760

Daily Meals Served: 1,088

Year Built: 1951





Existing Space: 289 sq. ft.

Recommended Improvements: 1,581 sq. ft.

- Utilize existing location to minimize utility relocation and construction costs
- Expansion must remain within building footprint due to existing site constraints, which do not allow for exterior building addition
- Provide interior student serving area (students are currently served outside)
- Provide salad bar to expand student options

MASTERPLAN DESIGN

TYPE	GENERAL FUND	NUTRITION SERVICES FUND
SITE WORK (DEMO & NEW) (DSA Mandated work)	$100,000	$
DEMOLITION (BUILDING)	$17,710	$
EXPANSION	$311,063	$
RENOVATION	$329,450	$
FOOD SERVICE FINISHES	$0	$103,688
FOOD SERVICE EQUIPMENT	$0	$250,000
SUBTOTAL	$758,223	$353,688
CONTINGENCY (15%)	$113,733	$53,053
SOFT COSTS (20%)	$174,391	$81,348
TOTAL	$1,046,348	$488,089

TOTAL PROJECT COST: $2,154,463

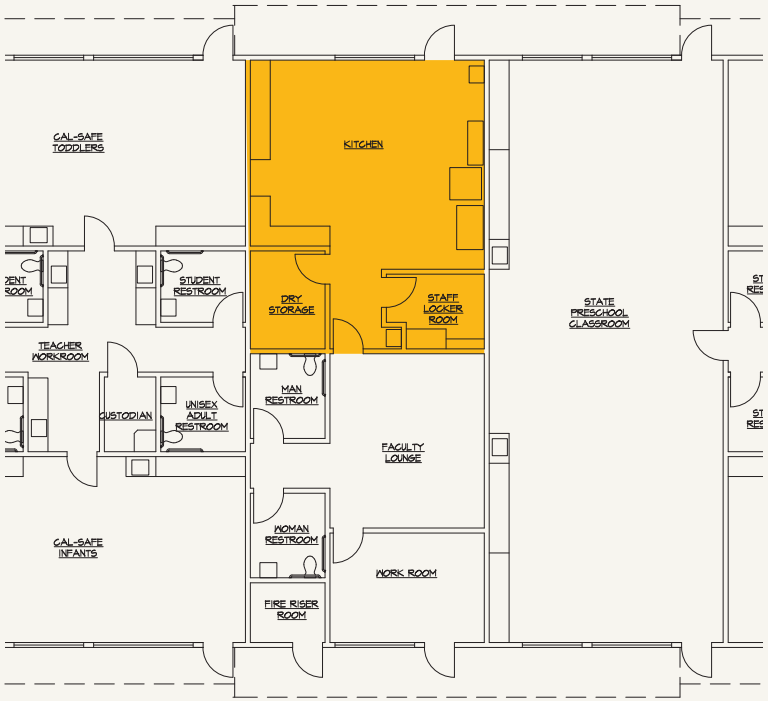
MITCHELL CDC

Current Kitchen and Serving Area

2016-2017 Enrollment:

Meals Served: 346

Year Built: 2015



Existing Space: 682 sq. ft.

- Existing kitchen is adequate, only needs prep sink

MASTERPLAN DESIGN

TYPE	GENERAL FUND	NUTRITION SERVICES FUND
SITE WORK (DEMO & NEW) (DSA Mandated work)	$0	$0
DEMOLITION (BUILDING)	$0	$0
EXPANSION	$0	$0
RENOVATION	$0	$0
PREP SINK	$5,000	0
FOOD SERVICE FINISHES	$0	$0
FOOD SERVICE EQUIPMENT	$0	$0
SUBTOTAL	$0	$0
CONTINGENCY (15%)	$0	$0
SOFT COSTS (20%)	$0	$0
TOTAL	$5,000	$0

TOTAL PROJECT COST: $5,000

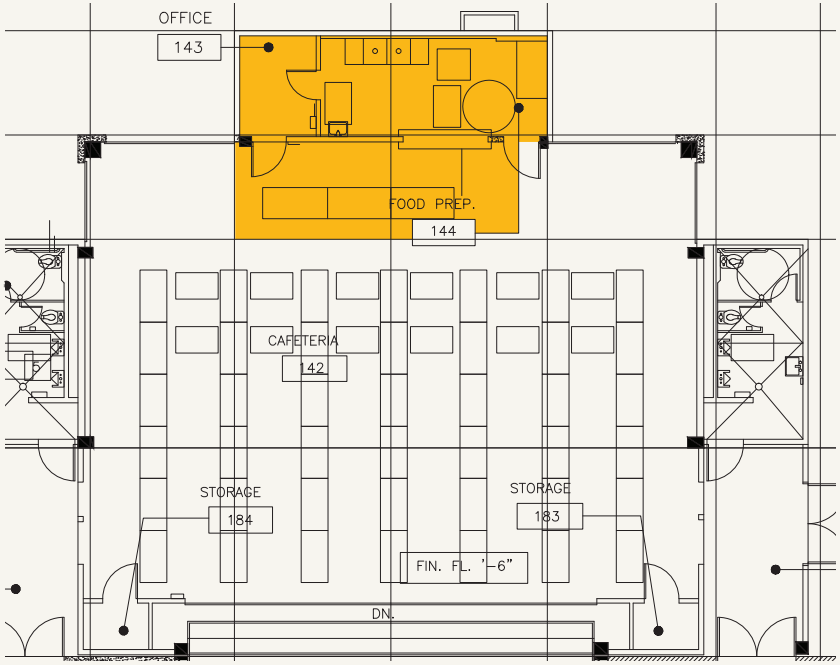
MONROE ELEMENTARY SCHOOL

Current Kitchen and Serving Area

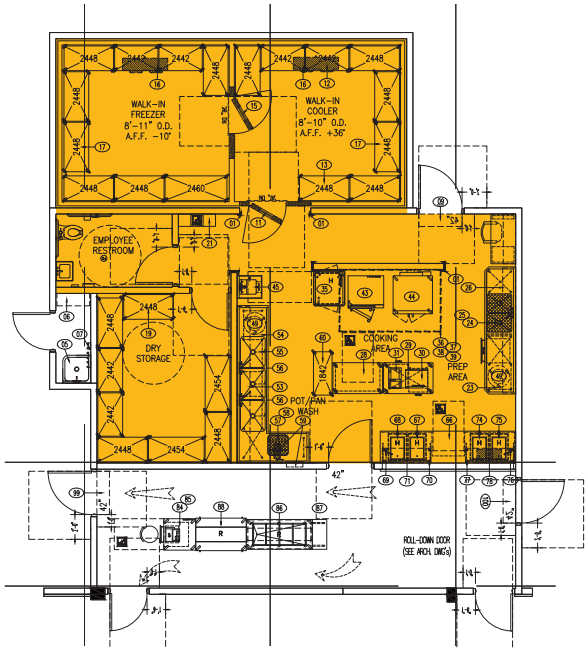
2016-2017 Enrollment: 461

Daily Meals Served: 668

Year Built: 1972



Existing Space: 566 sq. ft.



Recommended Improvements: 2,119 sq. ft.

- Utilize existing location to minimize utility relocation and construction costs
- Expansion partially occurs within building footprint into cafeteria space, which also includes an exterior building expansion to minimize the impact
- Provide salad bar to expand student options

MASTERPLAN DESIGN

TYPE	GENERAL FUND	NUTRITION SERVICES FUND
SITE WORK (DEMO & NEW) (DSA Mandated work)	$100,000	$
DEMOLITION (BUILDING)	$15,840	$
EXPANSION	$470,925	$
RENOVATION	$630,000	$
FOOD SERVICE FINISHES	$0	$156,975
FOOD SERVICE EQUIPMENT	$0	$250,000
SUBTOTAL	$1,216,765	$406,975
CONTINGENCY (15%)	$182,515	$61,046
SOFT COSTS (20%)	$279,856	$93,604
TOTAL	$1,679,136	$561,625

TOTAL PROJECT COST: $2,240,761

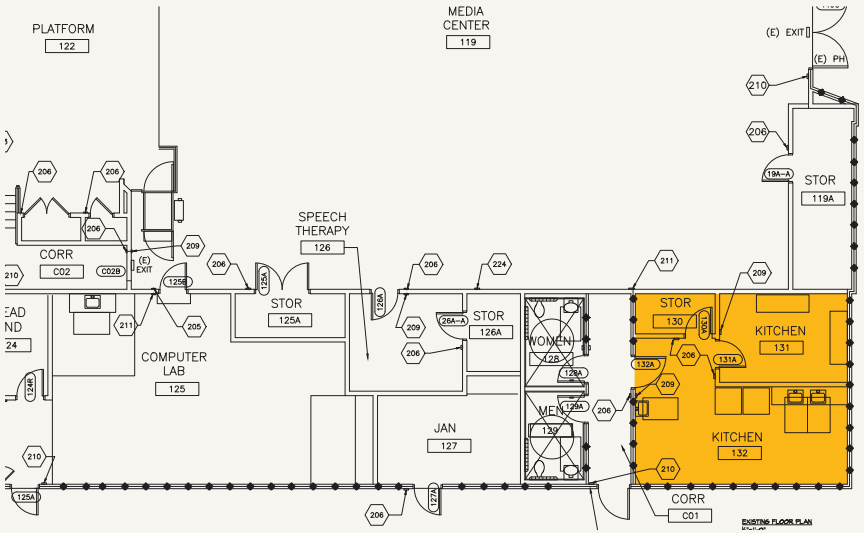
MONTE VISTA ELEMENTARY SCHOOL

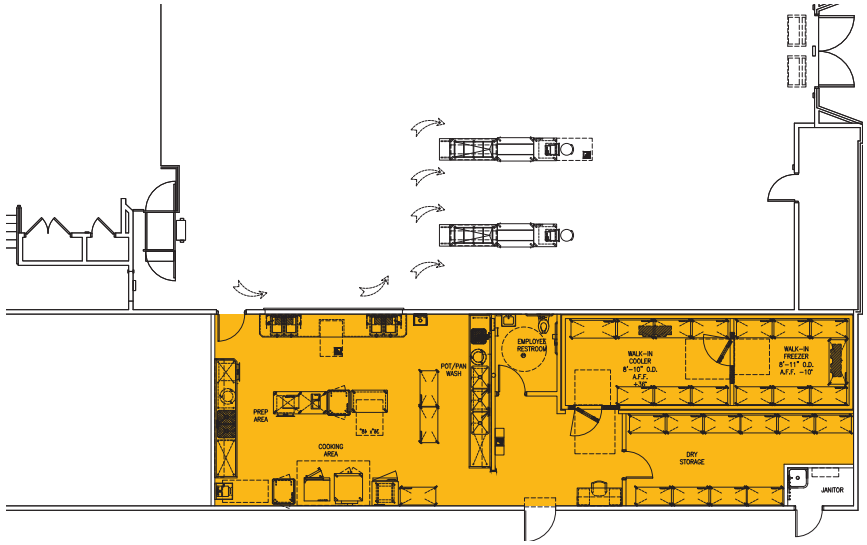
Current Kitchen and Serving Area

2016-2017 Enrollment: 650

Daily Meals Served: 977

Year Built: 1956





Existing Space: 516 sq. ft.

Recommended Improvements: 1,438 sq. ft.

- Utilize existing location to minimize utility relocation and construction costs
- Expansion must remain within building footprint due to existing site constraints, which do not allow for exterior building addition
- Provide interior student serving area (students are currently served outside)
- Provide salad bar to expand student options

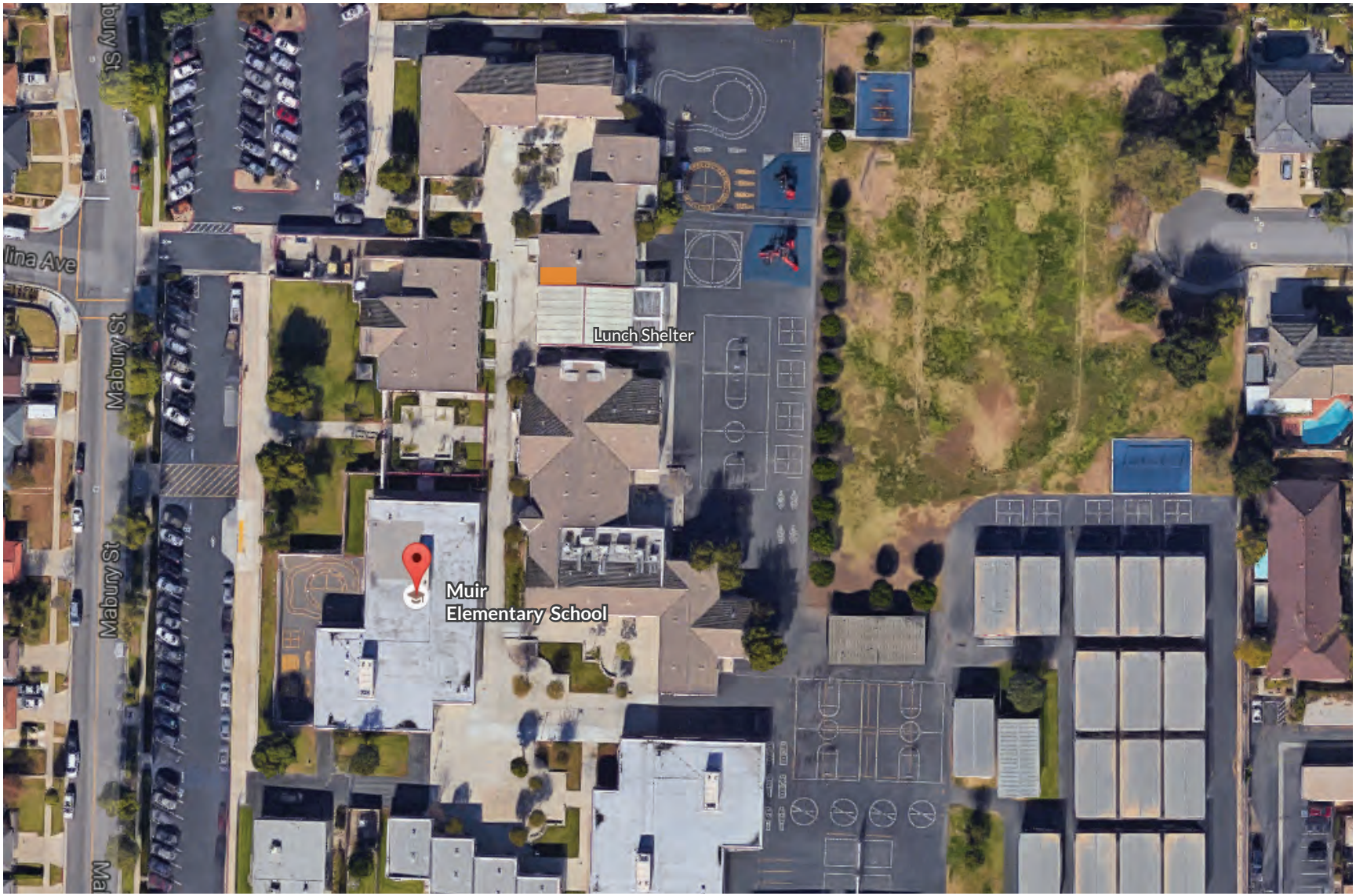
MONTE VISTA ELEMENTARY SCHOOL

MASTERPLAN DESIGN

TYPE	GENERAL FUND	NUTRITION SERVICES FUND
SITE WORK (DEMO & NEW) (DSA Mandated work)	$100,000	$
DEMOLITION (BUILDING)	$28,050	$
EXPANSION	$408,188	$
RENOVATION	$496,250	$
FOOD SERVICE ALLOWABLES	$0	$136,063
FOOD SERVICE EQUIPMENT	$0	$250,000
SUBTOTAL	$1,032,488	$386,063
CONTINGENCY (15%)	$154,873	$57,909
SOFT COSTS (20%)	$237,472	$88,798
TOTAL	$1,424,833	$532,766

TOTAL PROJECT COST: $1,957,599

MUIR ELEMENTARY SCHOOL

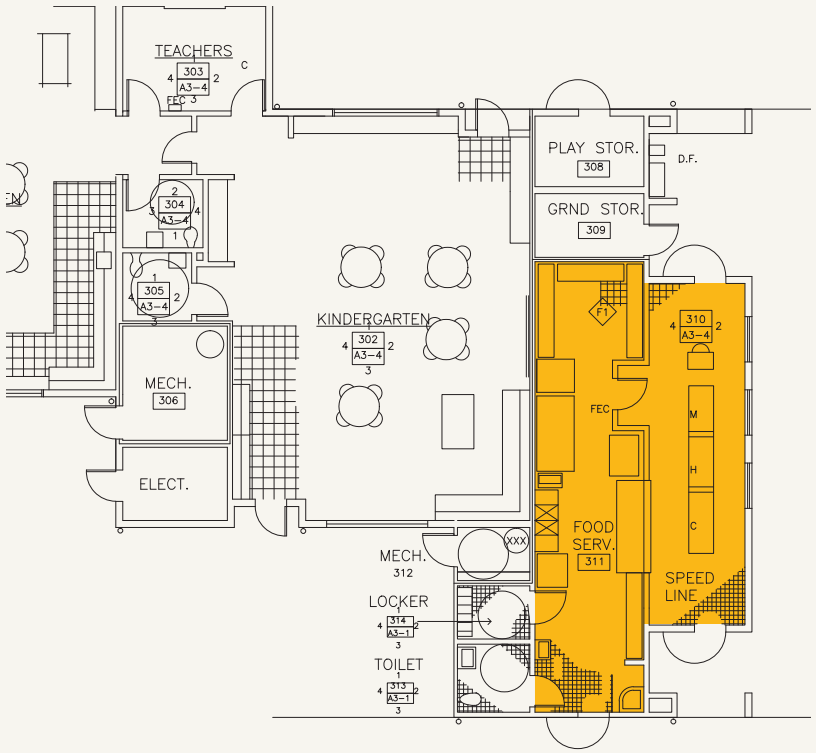


Current Kitchen and Serving Area

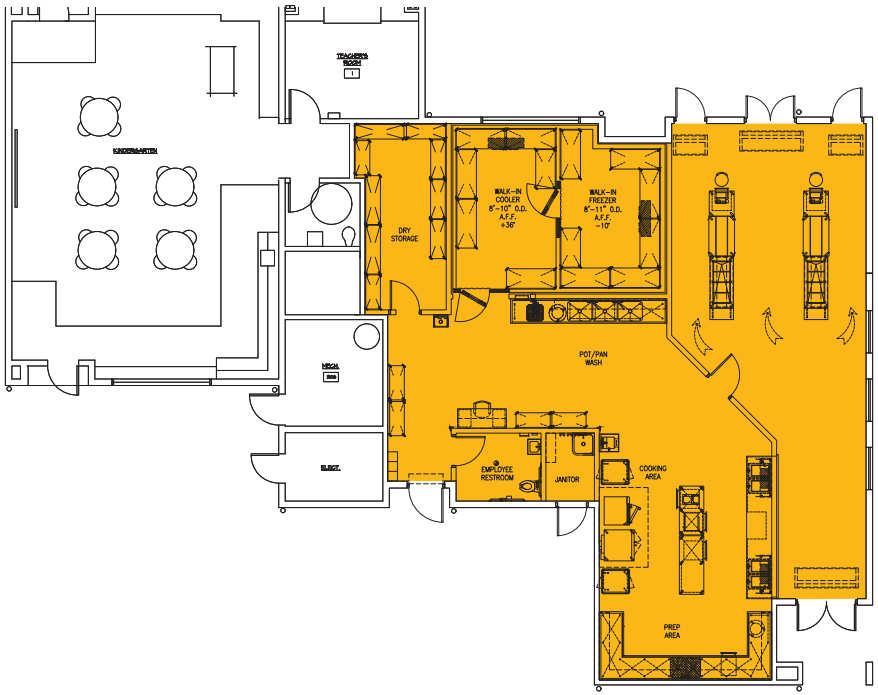
2016-2017 Enrollment: 1,056

Daily Meals Served: 1,058

Year Built: 1997



Existing Space: 765 sq. ft.



Recommended Improvements:2,226 sq. ft.

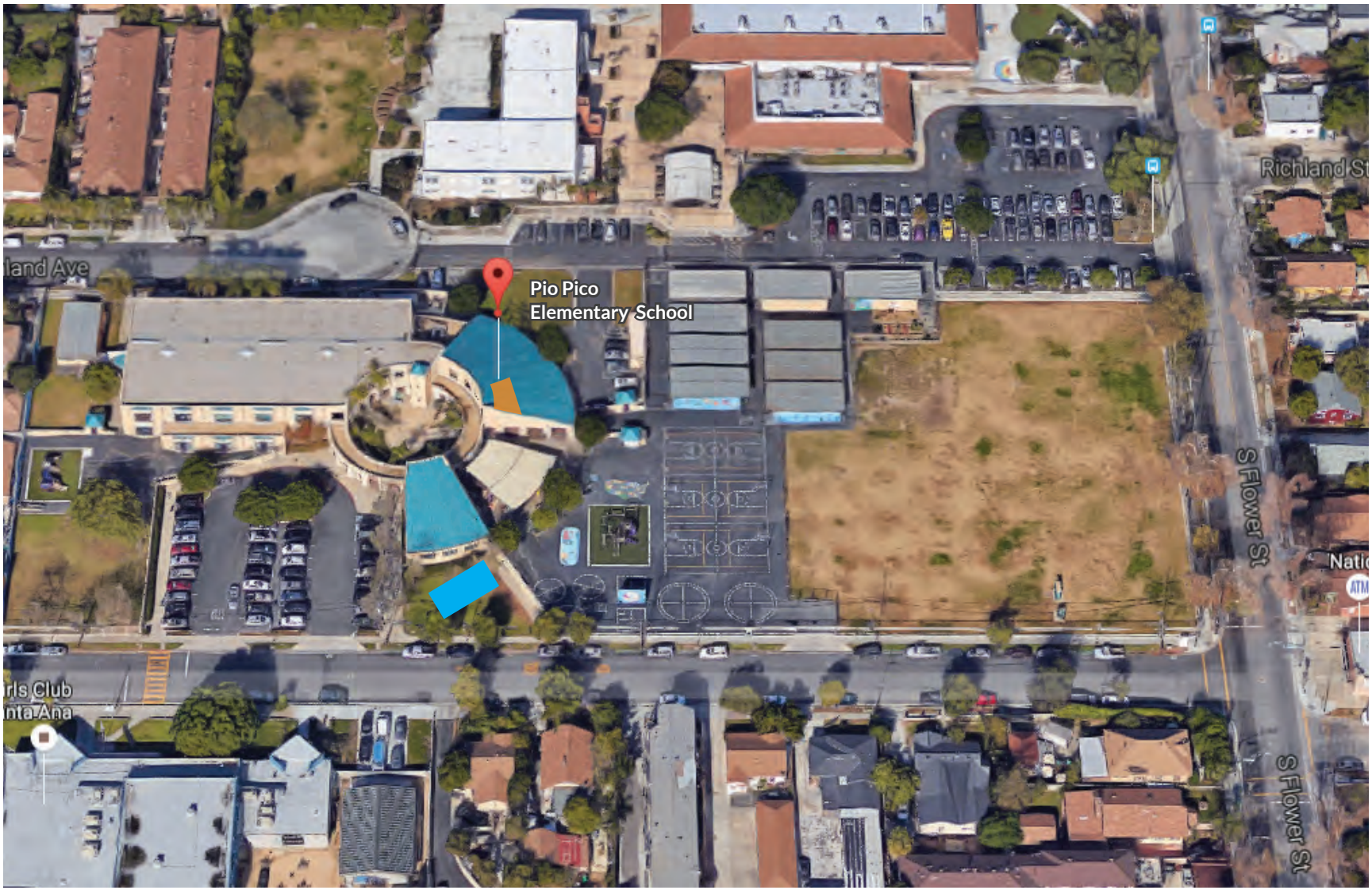
- Utilize existing location to minimize utility relocation and construction costs
- Expansion must remain within building footprint due to existing site constraints, which do not allow for exterior building addition
- Adjacent kindergarten classroom proposed to be relocated with future classroom building
- Provide salad bar to expand student options

MASTERPLAN DESIGN

TYPE	GENERAL FUND	NUTRITION SERVICES FUND
SITE WORK (DEMO & NEW) (DSA Mandated work)	$100,000	$
DEMOLITION (BUILDING)	$23,595	$
EXPANSION	$507,150	$
RENOVATION	$575,000	$
FOOD SERVICE ALLOWABLES	$0	$169,050
FOOD SERVICE EQUIPMENT	$0	$250,000
SUBTOTAL	$1,205,745	$419,050
CONTINGENCY (15%)	$180,862	$62,858
SOFT COSTS (20%)	$277,321	$96,382
TOTAL	$1,663,928	$578,289

TOTAL PROJECT COST: $2,242,217

PIO PICO ELEMENTARY SCHOOL



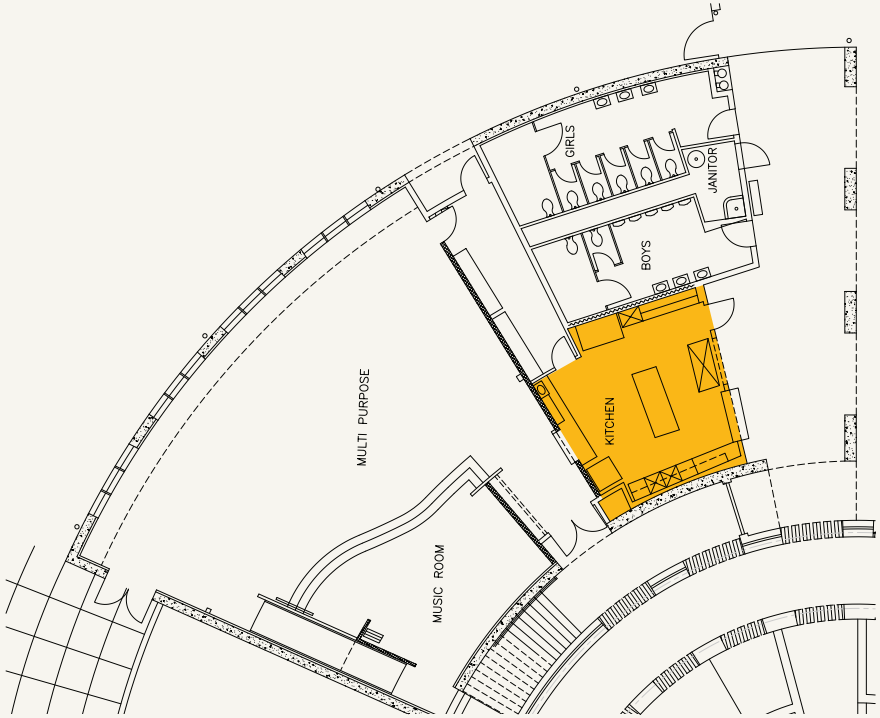
Current Kitchen and Serving Area

Proposed New Kitchen Building

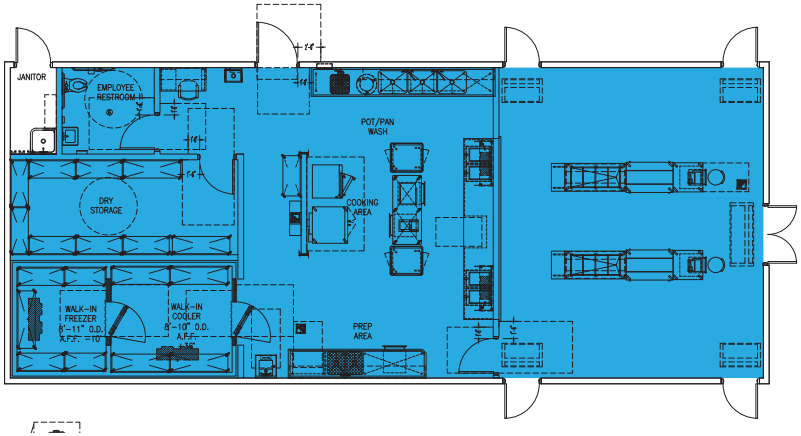
2016-2017 Enrollment: 627

Daily Meals Served: 1,142

Year Built: 1991



Existing Space: 139 sq. ft.



Recommended Improvements: 1,740 sq. ft.

- Expansion cannot occur within building footprint due to adjacent uses, which requires a new kitchen building to be provided
- New building to be placed in underutilized area of campus
- Existing food service area will be recaptured for educational purposes
- Provide salad bar to expand student options

MASTERPLAN DESIGN

TYPE	GENERAL FUND	NUTRITION SERVICES FUND
SITE WORK (DEMO & NEW) (DSA Mandated work)	$100,000	$
DEMOLITION (BUILDING)	$50,000	$
EXPANSION	$493,238	$
RENOVATION	$340,000	$
FOOD SERVICE ALLOWABLES	$0	$164,413
FOOD SERVICE EQUIPMENT	$0	$250,000
SUBTOTAL	$983,238	$414,413
CONTINGENCY (15%)	$147,486	$62,162
SOFT COSTS (20%)	$226,145	$95,315
TOTAL	$1,356,868	$571,890

TOTAL PROJECT COST: $1,928,758

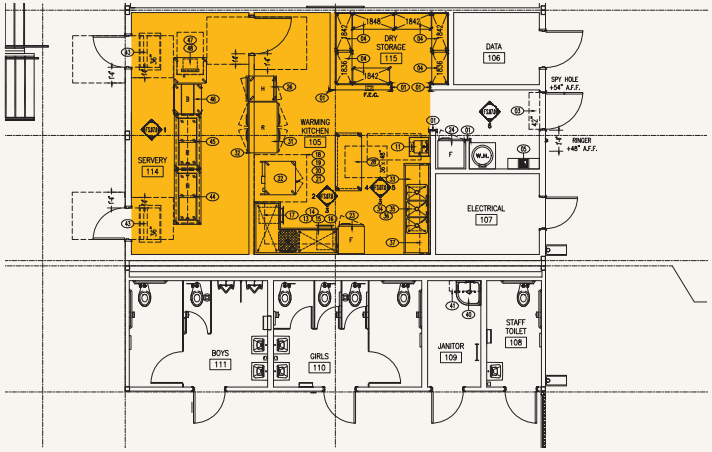
REMINGTON ELEMENTARY SCHOOL

Current Kitchen and Serving Area

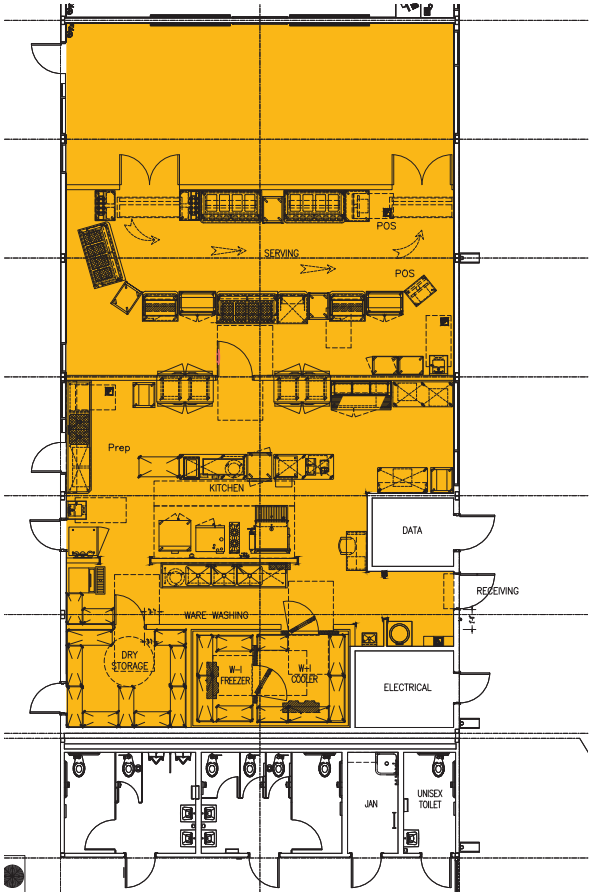
2016-2017 Enrollment: 338

Daily Meals Served: 0

Year Built: 1982



Existing Space: 139 sq. ft.



Recommended Improvements: 746 sq. ft.

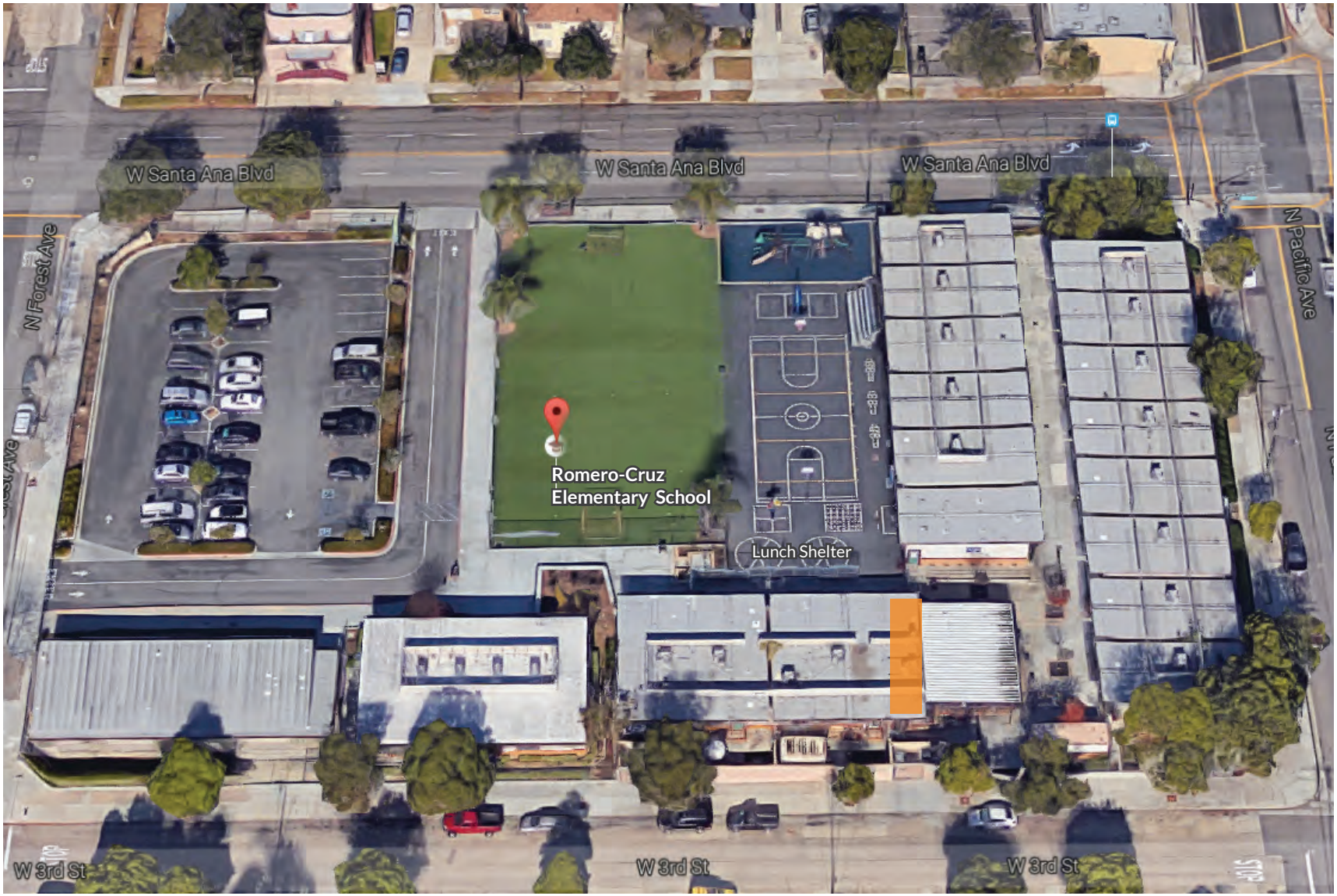
- Expansion of serving areas
- Code improvements and Health Department to current codes
- Relocate Staff Lounge (Where required)
- Identify land locked conditions where we cannot expand outside the building

MASTERPLAN DESIGN

TYPE	GENERAL FUND	NUTRITION SERVICES FUND
SITE WORK (DEMO & NEW) (DSA Mandated work)	$100,000	$
DEMOLITION (BUILDING) (553/SFx$55)	$44,660	$
EXPANSION (5531x$350)	$213,800	$
RENOVATION	$575,000	$
FOOD SERVICE FINISHES	$0	$71,050
INTERIM KITCHEN COST	$0	$
FOOD SERVICE EQUIPMENT	$0	$250,000
SUBTOTAL	$933,460	$321,050
CONTINGENCY (10%)	$93,346	$32,105
TOTAL	$1,026,806	$353,155

TOTAL PROJECT COST: $1,379,961

ROMERO-CRUZ ELEMENTARY SCHOOL

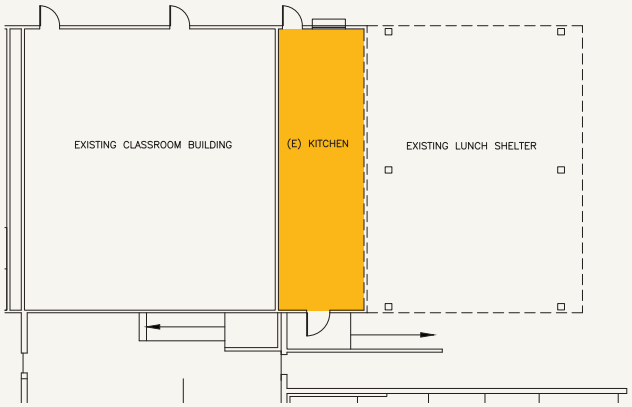


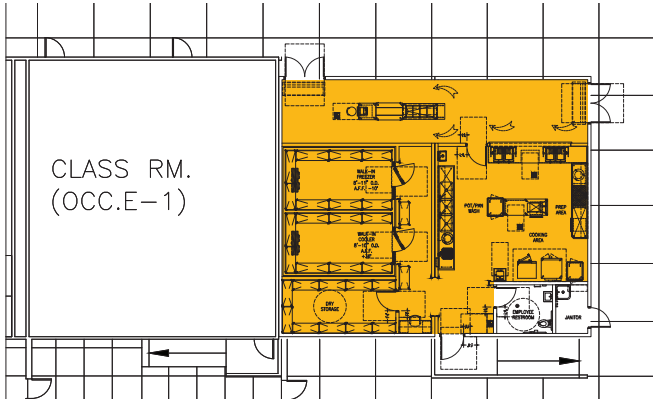
Current Kitchen and Serving Area

2016-2017 Enrollment: 252

Daily Meals Served: 515

Year Built: 2000





Existing Space: 550 sq. ft.

Recommended Improvements: 1,717 sq. ft.

- Utilize existing location to minimize utility relocation and construction costs
- Expansion cannot occur within building footprint due to adjacent uses, which requires an exterior building expansion
- Existing lunch shelter to be removed and new location provided at play area
- Provide interior student serving area (students are currently served outside)
- Provide salad bar to expand student options

ROMERO-CRUZ ELEMENTARY SCHOOL

MASTERPLAN DESIGN

TYPE	GENERAL FUND	NUTRITION SERVICES FUND
SITE WORK (DEMO & NEW) (DSA Mandated work)	$100,000	$
DEMOLITION (BUILDING)	$0	$
EXPANSION	$322,688	$
RENOVATION	$350,000	$
FOOD SERVICE ALLOWABLES	$0	$107,563
FOOD SERVICE EQUIPMENT	$0	$250,000
SUBTOTAL	$772,688	$357,563
CONTINGENCY (15%)	$115,903	$53,634
SOFT COSTS (20%)	$177,718	$82,240
TOTAL	$1,066,309	$493,437

TOTAL PROJECT COST: $1,559,746

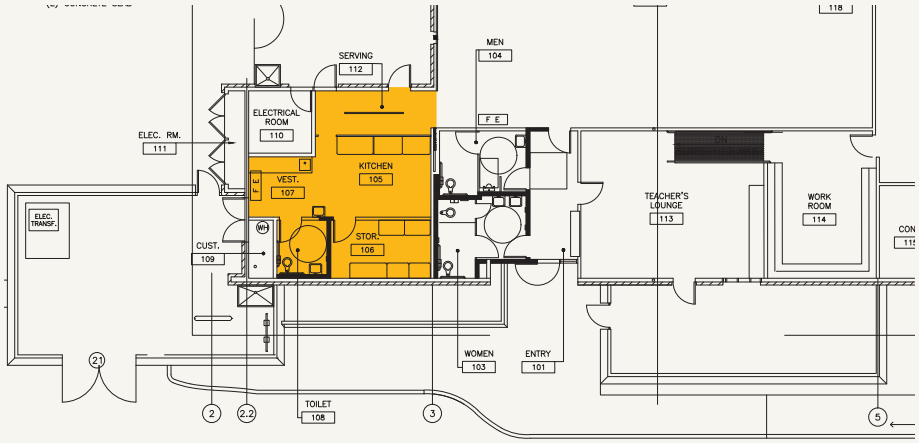
ROOSEVELT ELEMENTARY SCHOOL

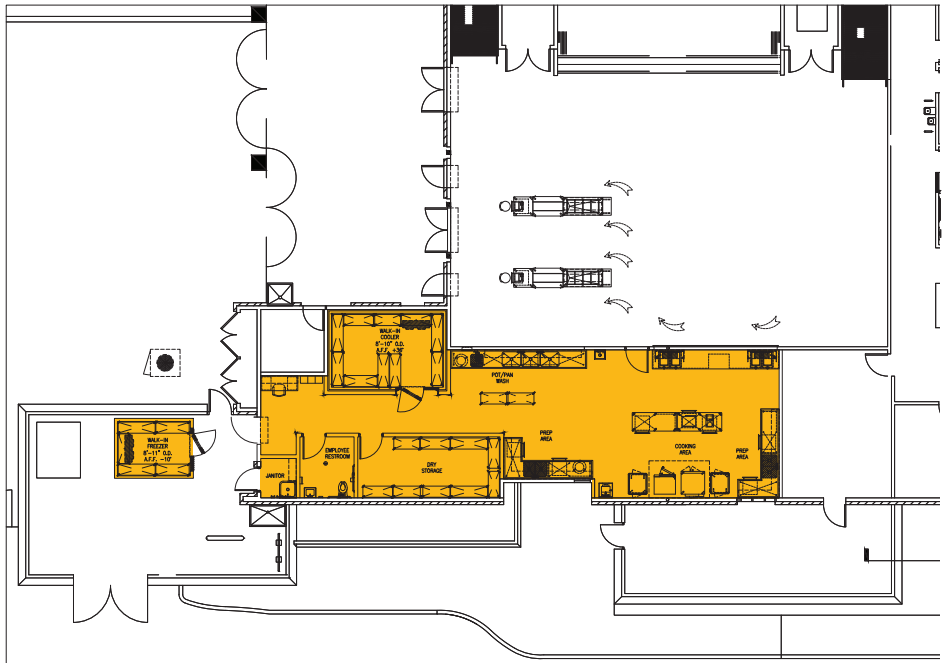
Current Kitchen and Serving Area

2016-2017 Enrollment: 784

Daily Meals Served: 1,207

Year Built: 1973





Existing Space: 520 sq. ft.

Recommended Improvements:2,174 sq. ft.

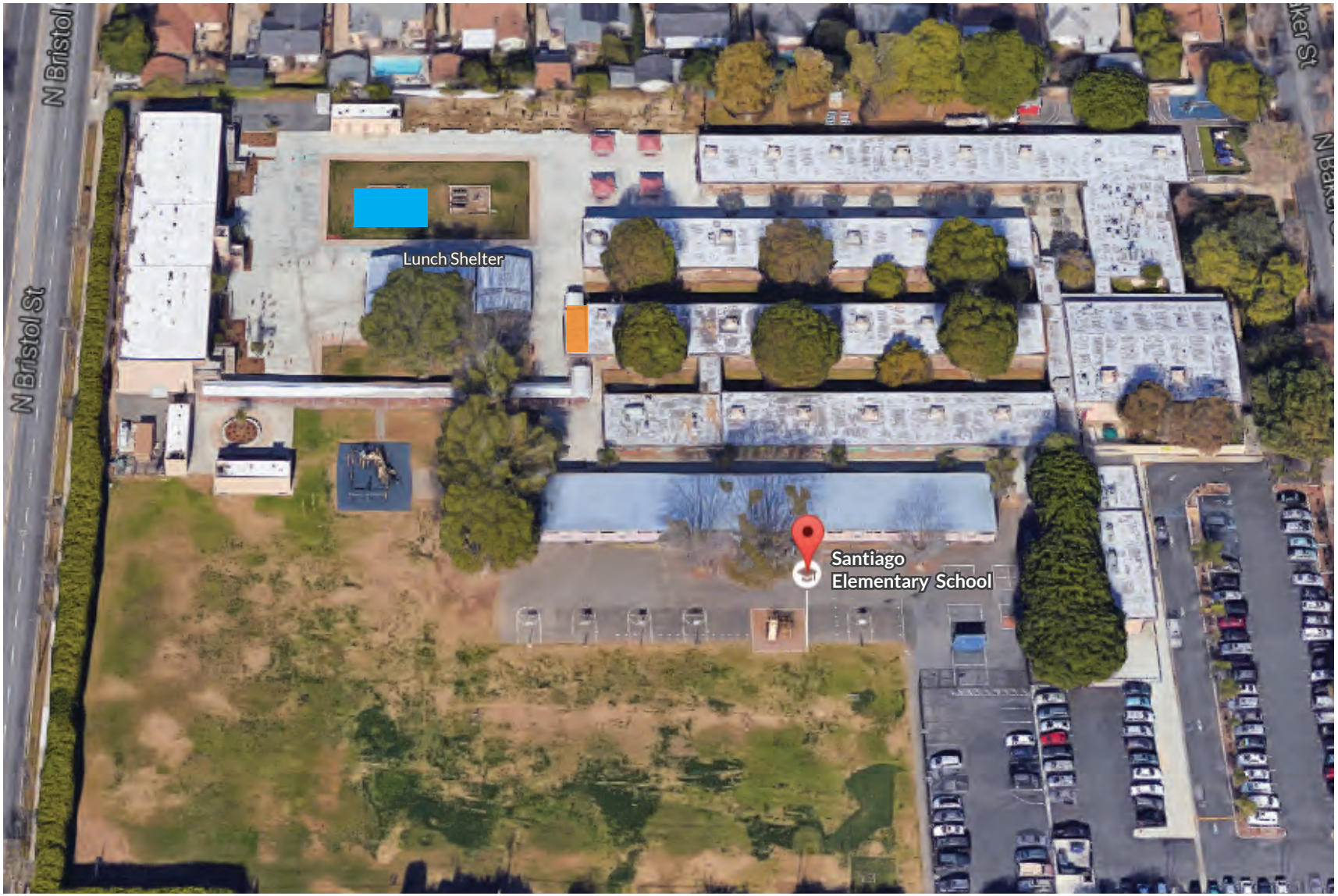
- Utilize existing location to minimize utility relocation and construction costs
- Expansion must remain within building footprint due to existing site constraints, which do not allow for exterior building addition
- Provide interior student serving area (students are currently served outside)
- Provide salad bar to expand student options
- Utilize cost efficient stand-alone exterior refrigeration units
- Relocate teacher lounge

MASTERPLAN DESIGN

TYPE	GENERAL FUND	NUTRITION SERVICES FUND
SITE WORK (DEMO & NEW) (DSA Mandated work)	$100,000	$
DEMOLITION (BUILDING)	$18,810	$
EXPANSION	$442,313	$
RENOVATION	$455,375	$
FOOD SERVICE ALLOWABLES	$0	$147,438
FOOD SERVICE EQUIPMENT	$0	$250,000
SUBTOTAL	$1,016,498	$397,4383
CONTINGENCY (15%)	$152,475	$59,616
SOFT COSTS (20%)	$233,795	$91,4108
TOTAL	$1,402,767	$548,464

TOTAL PROJECT COST: $1,951,231

SANTIAGO ELEMENTARY SCHOOL



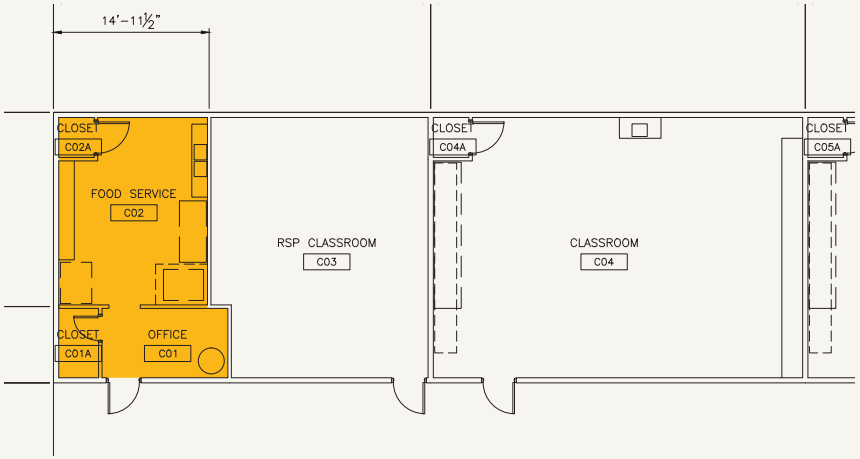
Current Kitchen and Serving Area

Proposed New Kitchen Building

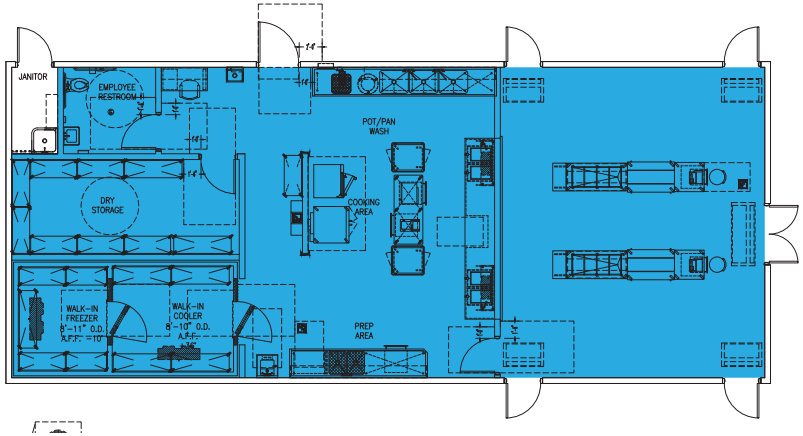
2016-2017 Enrollment: 1124

Daily Meals Served: 1,380

Year Built: 1954



Existing Space: 370 sq. ft.



Recommended Improvements: 1,679 sq. ft.

- Expansion cannot occur within building footprint due to adjacent uses, which requires a new kitchen building to be provided
- New building to be placed in underutilized area of campus
- Existing food service area will be recaptured for educational purposes
- Provide interior student serving area (students are currently served outside)
- Provide salad bar to expand student options

SANTIAGO ELEMENTARY SCHOOL

MASTERPLAN DESIGN

TYPE	GENERAL FUND	NUTRITION SERVICES FUND
SITE WORK (DEMO & NEW) (DSA Mandated work)	$100,000	$
DEMOLITION (BUILDING)	$14,135	$
EXPANSION	$469,350	$
RENOVATION	$375,000	$
FOOD SERVICE ALLOWABLES	$0	$156,450
FOOD SERVICE EQUIPMENT	$0	$250,000
SUBTOTAL	$958,485	$406,450
CONTINGENCY (15%)	$143,773	$60,9686
SOFT COSTS (20%)	$220,452	$93,484
TOTAL	$1,322,709	$560,901

TOTAL PROJECT COST: $1,883,610

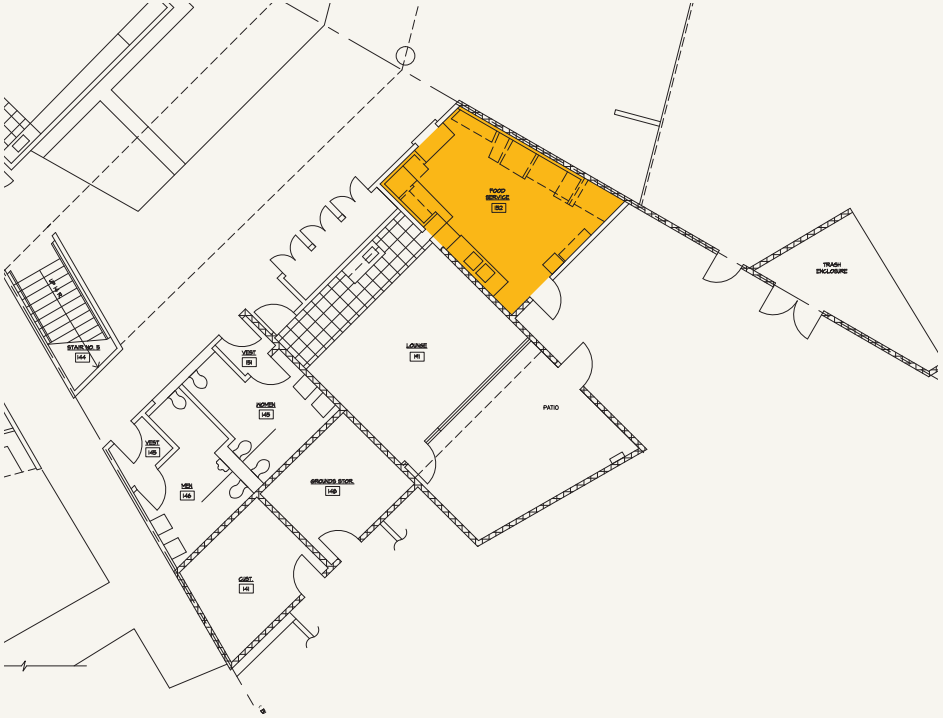
SEPULVEDA ELEMENTARY SCHOOL

Current Kitchen and Serving Area

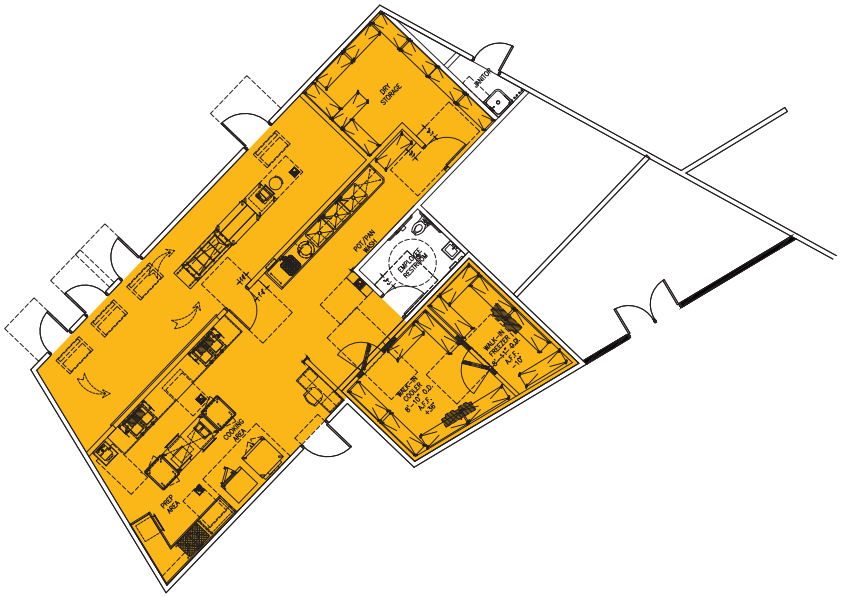
2016-2017 Enrollment: 467

Daily Meals Served: 635

Year Built: 1990



Existing Space: 311 sq. ft.



Recommended Improvements: 1,503 sq. ft.

- Utilize existing location to minimize utility relocation and construction costs
- Expansion must remain within building footprint due to existing site constraints, which do not allow for exterior building addition
- Provide interior student serving area (students are currently served outside)
- Provide salad bar to expand student options
- Utilize cost efficient stand-alone exterior refrigeration units
- Relocate teacher lounge

MASTERPLAN DESIGN

TYPE	GENERAL FUND	NUTRITION SERVICES FUND
SITE WORK (DEMO & NEW) (DSA Mandated work)	$100,000	$
DEMOLITION (BUILDING)	$17,105	$
EXPANSION	$319,463	$
RENOVATION	$466,500	$
FOOD SERVICE ALLOWABLES	$0	$106,488
FOOD SERVICE EQUIPMENT	$0	$250,000
SUBTOTAL	$903,068	$356,488
CONTINGENCY (15%)	$135,460	$53,473
SOFT COSTS (20%)	$207,706	$81,992
TOTAL	$1,246,234	$491,953

TOTAL PROJECT COST: $1,738,187

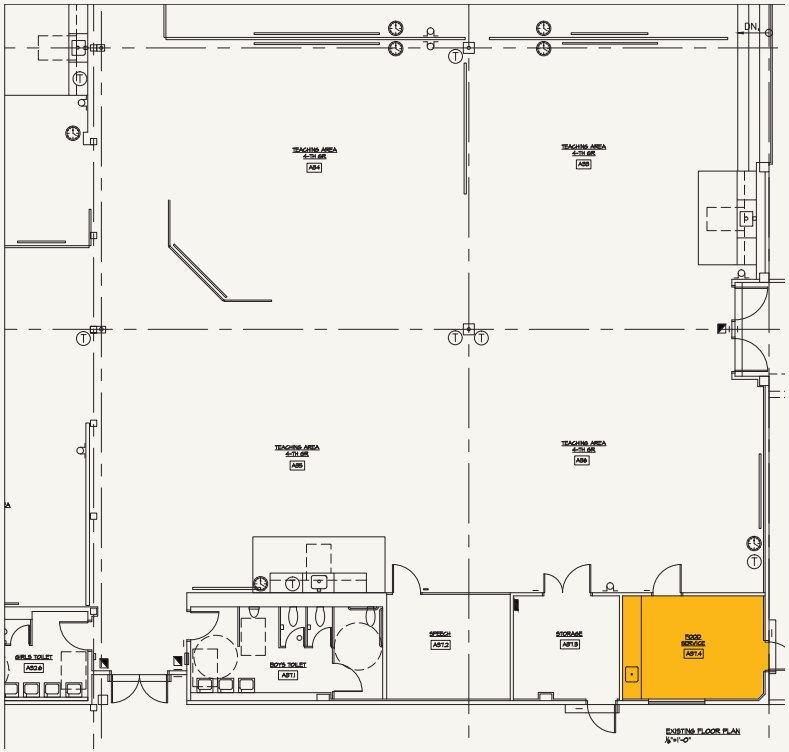
TAFT ELEMENTARY SCHOOL

Current Kitchen and Serving Area

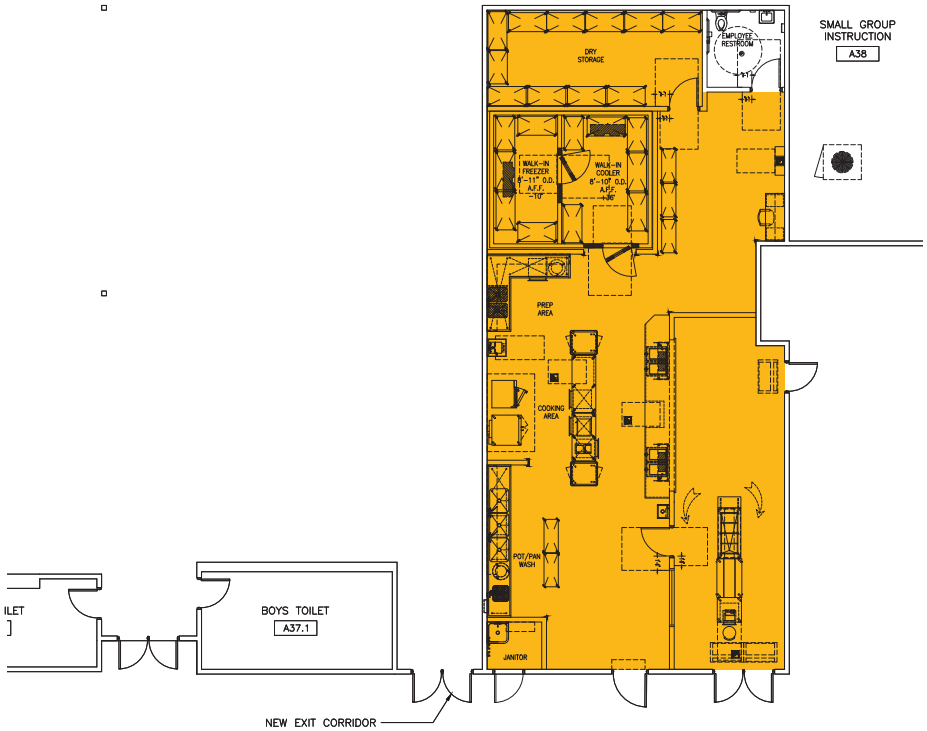
2016-2017 Enrollment: 702

Daily Meals Served: 818

Year Built: 1994



Existing Space: 182 sq. ft.



Recommended Improvements: 2,057 sq. ft.

- Utilize existing location to minimize utility relocation and construction costs
- Expansion must remain within building footprint due to existing site constraints, which do not allow for exterior building addition
- Provide interior student serving area (students are currently served outside)
- Provide salad bar to expand student options

TAFT ELEMENTARY SCHOOL

MASTERPLAN DESIGN

TYPE	GENERAL FUND	NUTRITION SERVICES FUND
SITE WORK (DEMO & NEW) (DSA Mandated work)	$100,000	$
DEMOLITION (BUILDING)	$13,750	$
EXPANSION	$449,138	$
RENOVATION	$435,000	$
FOOD SERVICE ALLOWABLES	$0	$149,713
FOOD SERVICE EQUIPMENT	$0	$250,000
SUBTOTAL	$997,888	$399,713
CONTINGENCY (15%)	$149,683	$59,957
SOFT COSTS (20%)	$229,514	$91,934
TOTAL	$1,377,0859	$551,604

TOTAL PROJECT COST: $1,928,689

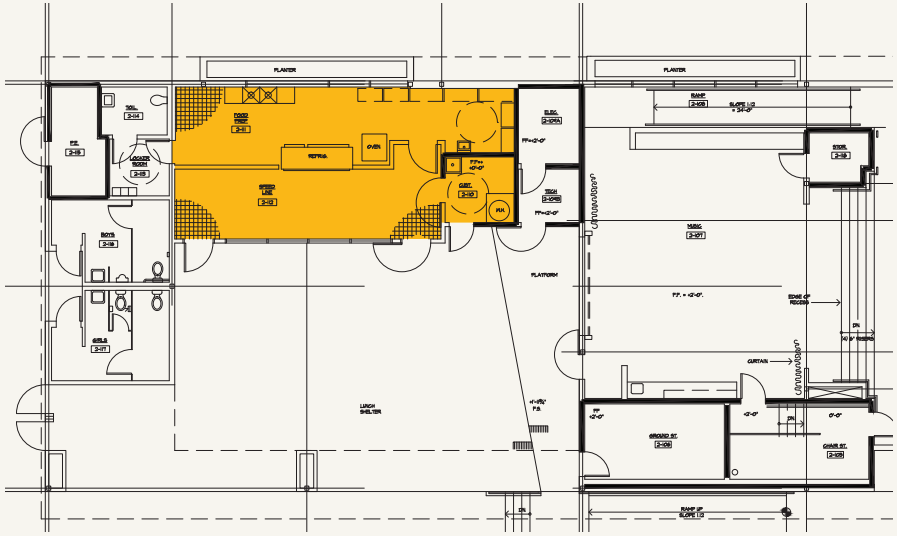
THORPE ELEMENTARY SCHOOL

Current Kitchen and Serving Area

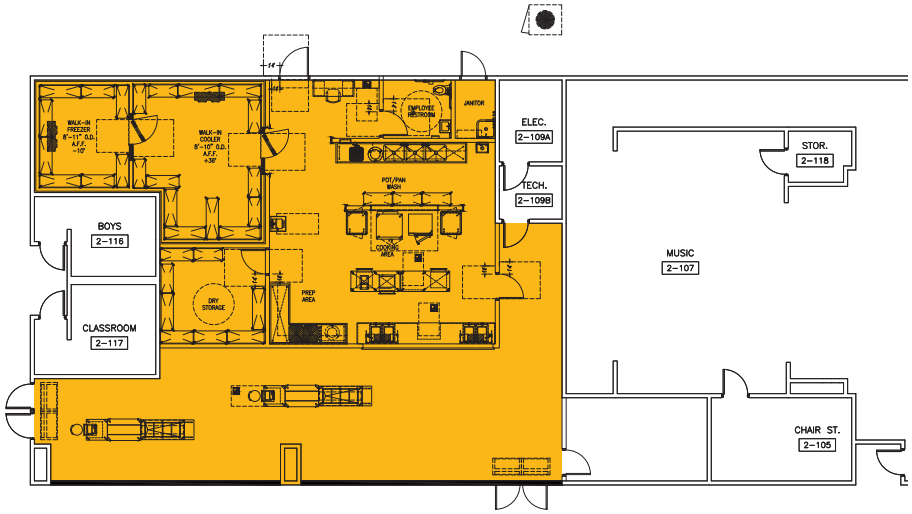
2016-2017 Enrollment: 1067

Daily Meals Served: 1,148

Year Built: 1999



Existing Space: 867 sq. ft.



Recommended Improvements: 2,660 sq. ft.

- Utilize existing location to minimize utility relocation and construction costs
- Expansion must remain within building footprint due to existing site constraints, which do not allow for exterior building addition
- Provide interior student serving area (students are currently served outside)
- Provide salad bar to expand student options

MASTERPLAN DESIGN

TYPE	GENERAL FUND	NUTRITION SERVICES FUND
SITE WORK (DEMO & NEW) (DSA Mandated work)	$100,000	$
DEMOLITION (BUILDING)	$19,800	$
EXPANSION	$538,913	$
RENOVATION	$390,000	$
SHADE STRUCTURE	$100,000	
FOOD SERVICE ALLOWABLES	$0	$179,638
FOOD SERVICE EQUIPMENT	$0	$250,000
SUBTOTAL	$1,148,713	$429,638
CONTINGENCY (15%)	$172,307	$64,446
SOFT COSTS (20%)	$241,204	$98,817
TOTAL	$1,321,020	$592,900

TOTAL PROJECT COST: $1,913,920

WALKER ELEMENTARY SCHOOL

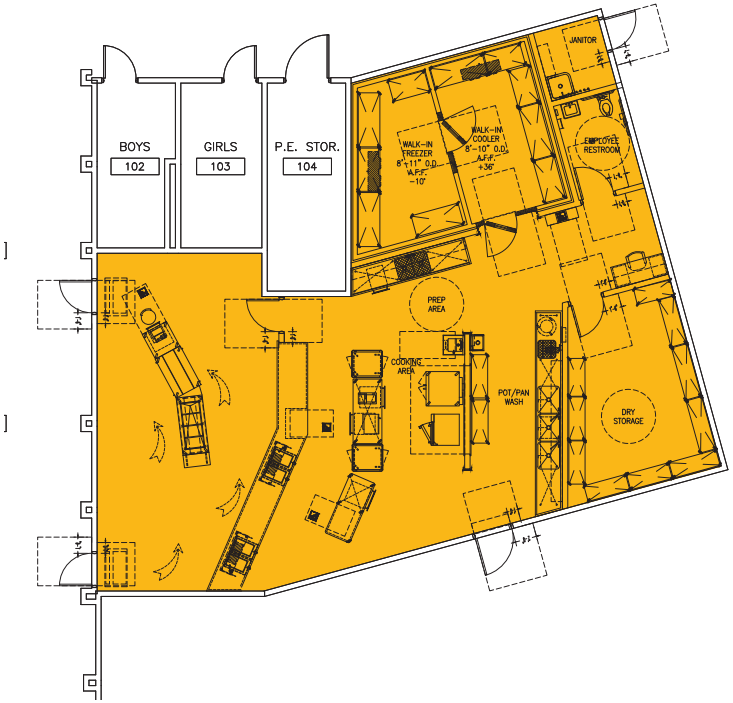
Current Kitchen and Serving Area

2016-2017 Enrollment: 562

Daily Meals Served: 883

Year Built: 1993

Existing Space: 305 sq. ft.



Recommended Improvements: 1,970 sq. ft.

- Expansion cannot occur within building footprint due to adjacent uses, which requires an exterior building expansion
- Utilize existing location to minimize utility relocation and construction costs
- Provide interior student serving area (students are currently served outside)
- Provide salad bar to expand student options

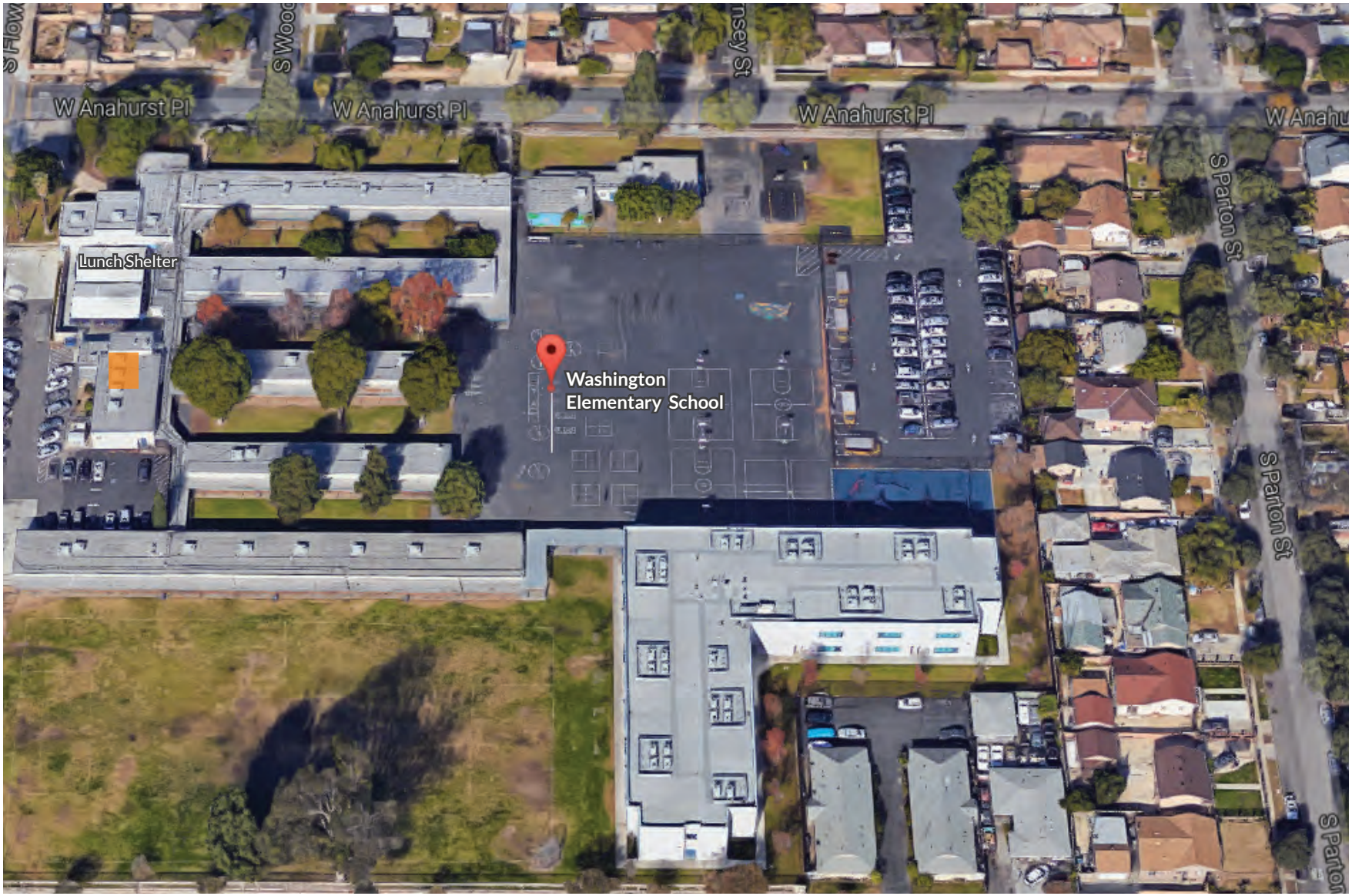
WALKER ELEMENTARY SCHOOL

MASTERPLAN DESIGN

TYPE	GENERAL FUND	NUTRITION SERVICES FUND
SITE WORK (DEMO & NEW) (DSA Mandated work)	$100,000	$
DEMOLITION (BUILDING)	$21,890	$
EXPANSION	$538,125	$
RENOVATION	$615,000	$
FOOD SERVICE ALLOWABLES	$0	$179,375
FOOD SERVICE EQUIPMENT	$0	$250,000
SUBTOTAL	$1,275,015	$429,375
CONTINGENCY (15%)	$191,252	$64,406
SOFT COSTS (20%)	$293,253	$98,756
TOTAL	$1,759,521	$592,538

TOTAL PROJECT COST: $2,352,059

WASHINGTON ELEMENTARY SCHOOL

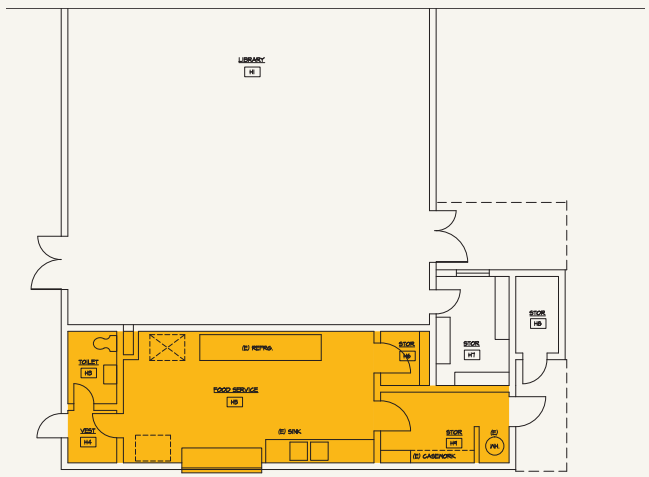


Current Kitchen and Serving Area

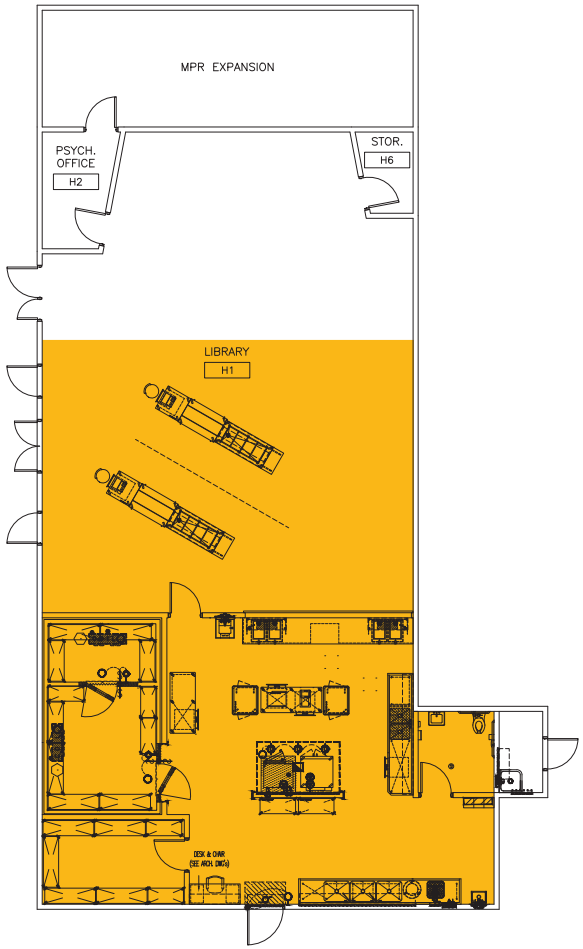
2016- 2017 Enrollment: 942

Daily Meals Served: 1,362

Year Built: 1949



Existing Space: 596 sq. ft.



Recommended Improvements: 1,183 sq. ft.

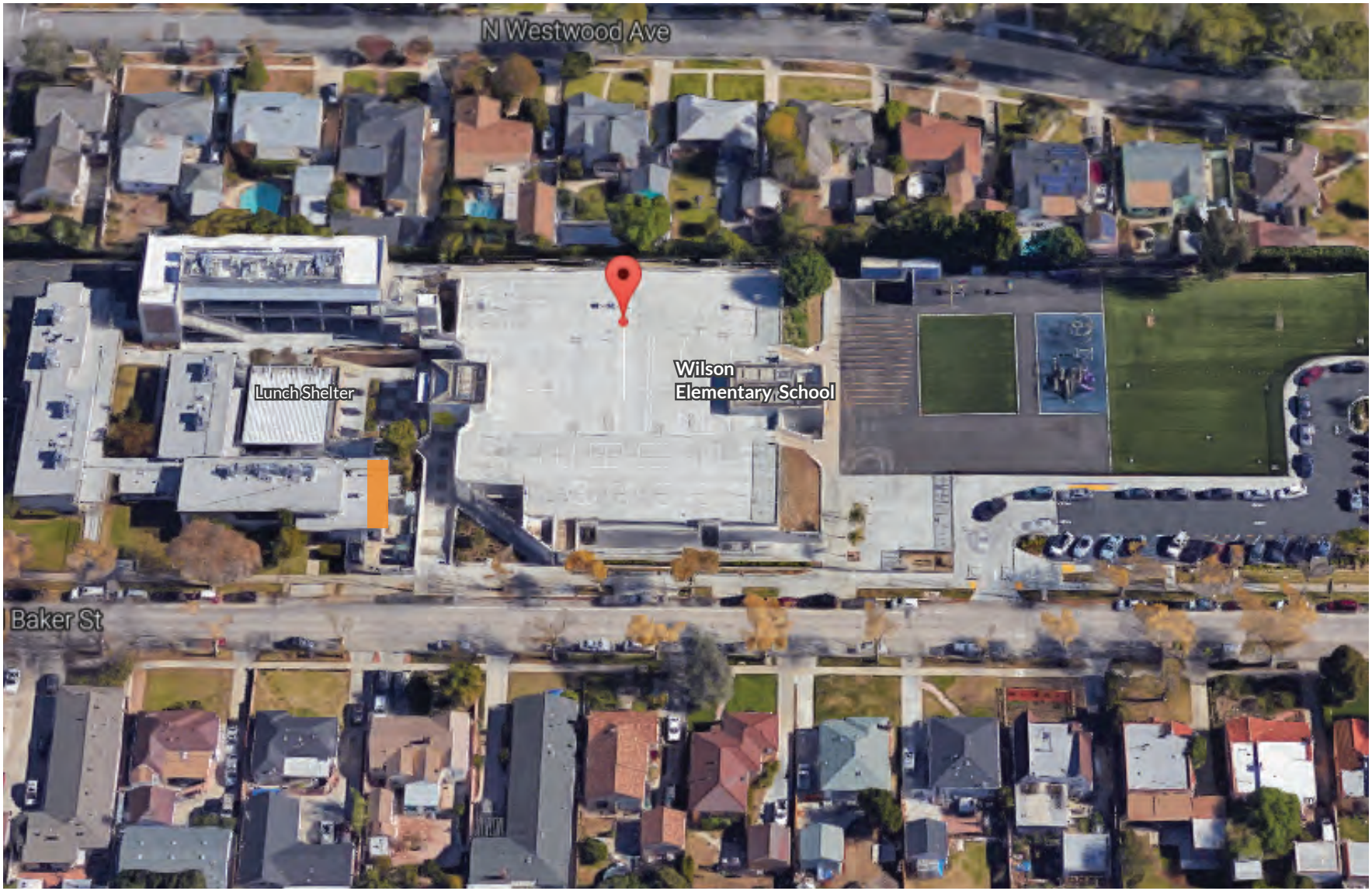
- Utilize existing location to minimize utility relocation and construction costs
- Expansion must remain within building footprint due to existing site constraints, which do not allow for exterior building addition
- Provide interior student serving area (students are currently served outside)
- Provide salad bar to expand student options

MASTERPLAN DESIGN

TYPE	GENERAL FUND	NUTRITION SERVICES FUND
SITE WORK (DEMO & NEW) (DSA Mandated work)	$100,000	$
DEMOLITION (BUILDING)	$38,225	$
EXPANSION	$340,988	$
RENOVATION	$739,500	$
FOOD SERVICE ALLOWABLES	$0	$113,663
FOOD SERVICE EQUIPMENT	$0	$250,000
SUBTOTAL	$1,218,713	$363,663
CONTINGENCY (15%)	$182,807	$54,549
SOFT COSTS (20%)	$280,304	$83,642
TOTAL	$1,681,824	$501,855

TOTAL PROJECT COST: $2,183,679

WILSON ELEMENTARY SCHOOL

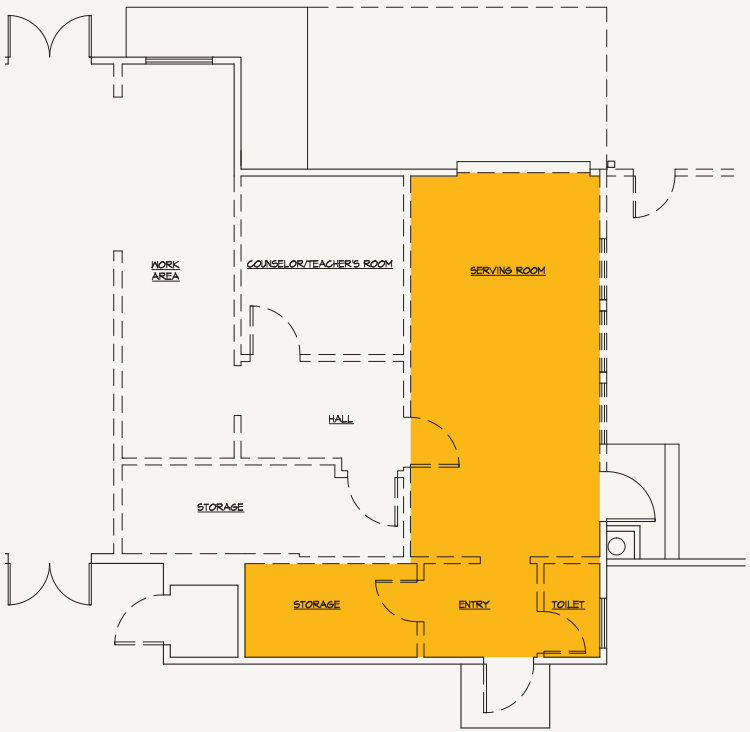


Current Kitchen and Serving Area

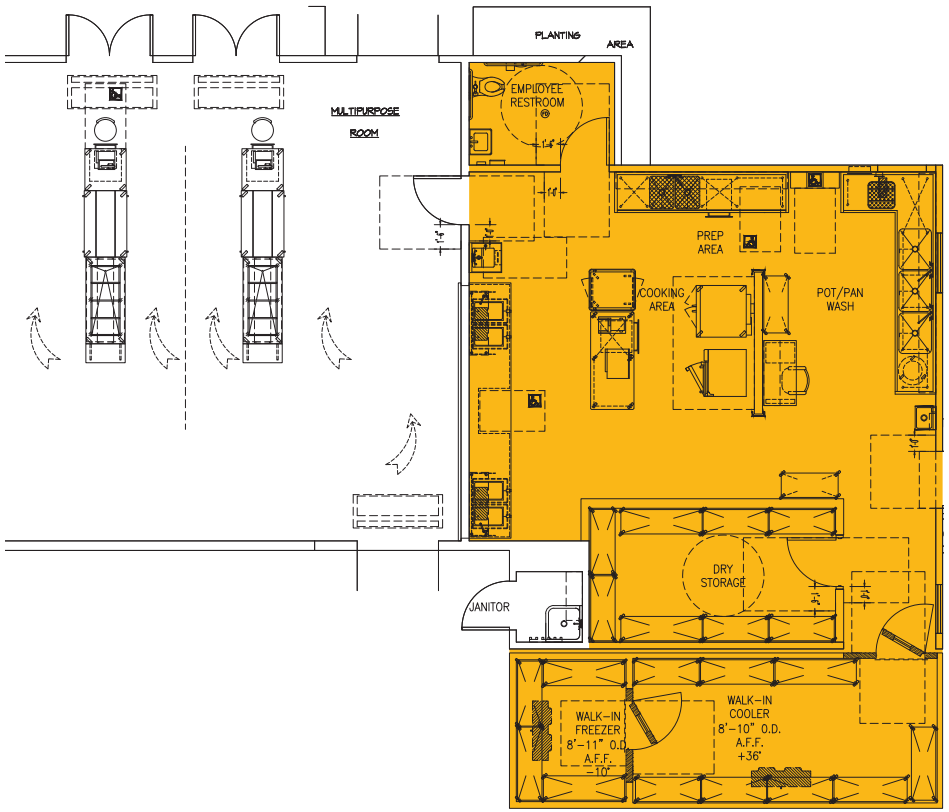
2016-2017 Enrollment: 744

Daily Meals Served: 984

Year Built: 1953



Existing Space: 420 sq. ft.



Recommended Improvements: 1,142

- Utilize existing location to minimize utility relocation and construction costs
- Expansion must remain within building footprint due to existing site constraints, which do not allow for exterior building addition
- Provide interior student serving area (students are currently served outside)
- Provide salad bar to expand student options
- Utilize cost efficient stand-alone exterior refrigeration units

WILSON ELEMENTARY SCHOOL

MASTERPLAN DESIGN

TYPE	GENERAL FUND	NUTRITION SERVICES FUND
SITE WORK (DEMO & NEW) (DSA Mandated work)	$100,000	$0
DEMOLITION (BUILDING) (420/SFx$55)	$23,100	$0
EXPANSION (1,142x$350)	$299,775	$0
RENOVATION	$308,300	$0
FOOD SERVICE FINISHES	$0	$99,925
INTERIM KITCHEN COST	$0	$49,925
FOOD SERVICE EQUIPMENT	$0	$250,000
SUBTOTAL	$731,175	$34,993
CONTINGENCY (10%)	$73,118	$34,993
TOTAL	$804,293	$384,918

TOTAL PROJECT COST: $1,189,211

3 Implementation

Steering Committee Recommendation..195
Implementation Plan.....196

STEERING COMMITTEE RECOMMENDATION AND 10 YEAR IMPLEMENTATION

RECOMMENDED IMPLEMENTATION APPROACH

THE FOLLOWING FACTORS IMPACT THE IMPLEMENTATION PLAN:

1. The total amount of funding available
2. The cost of an individual project
3. The number of students impacted
4. Equity of service among sites of similar size and grade levels
5. Compliance concerns (OSHA/ADA)
6. Elementary schools are operationally dependent upon the Central Kitchen
7. Economies of scale may reduce construction costs if similar schools are grouped together for bidding and construction
8. Other construction projects occurring at the school

Based on the needs of the District and the factors listed, the Steering Committee has recommended the following:

- As additional future funding becomes available for kitchen facilities improvements, the funds should be used in the following order of priority:

1. High Schools
2. Intermediate Schools
3. Elementary Schools and the Central Kitchen

- The Nutrition Services funds currently available for improvements ($11 million) should be used for:

1. Saddleback High School
2. Segerstrom High School

Implementation Plan

With the majority of the District's kitchens grossly undersized, the minimum layout necessary to address the District's kitchen needs requires expansion and major renovation at nearly all of the school sites. Preliminary cost estimates for the construction and facilities improvements total $131,079,742 (see page 203). Currently, Nutrition Services funds available for completing kitchen projects are $11 million. Full implementation of the Kitchen Facilities Master Plan (KFMP) improvements exceed the current available funding sources. As such, renovation of the District's kitchen facilities must be accomplished incrementally as funds become available.

The District formed the Kitchen Steering Committee made up of various stakeholders with the purpose of determining stakeholder priorities and guiding the KFMP vision. The Steering Committee process of identifying priorities shaped the recommended sequence of projects to be completed. The basis for the Steering Committee prioritization included several factors, including the number of students impacted, the desired service model, and equity of service among similar sites and across the District. This KFMP identifies the established sequence of projects on the following pages. The District's 56 school sites were broken into seven (7) groups based on priority, Group 1 – 7. Establishing priority groups of schools also allows the District to complete projects incrementally as funds become available. There is a cost benefit for the District and better economies of scale when grouping similar construction projects together.

During the collaborative Steering Committee process, the high school kitchens were determined to be Priority Group 1. Stakeholder input identified the need for more appealing, fresh food options as a priority at the high school level. This would increase participation and ultimately benefit student learning. In addition, it was determined that renovation of the high school kitchens would benefit the largest number of students. The high schools have large student bodies and as the elementary and intermediate school students age-up, they will benefit from the renovated kitchens when they attend high school. The intermediate school kitchens were identified by the Steering Committee as Priority Group 2 for similar reasons as those listed above for the high schools.

In the sequence of projects, the elementary school kitchens were determined to be completed after the high schools and intermediate schools. This is mainly due to the fact that the elementary school kitchens are operationally tied to the Central Kitchen. The Central Kitchen prepares the food that is transported and served at the elementary schools. As such, the Central Kitchen expansion project is required when completing the elementary kitchen projects. In addition, due to the quantity of elementary schools (38), this group of schools was further divided into five (5) priority groups. The basis for the elementary prioritization included the number of students served, the serving capacity of the existing kitchen, and the age and condition of the facilities.

The District's first kitchen project, Santa Ana High School, is currently under construction and is not included in the cost estimate of this KFMP. As of May 2016, Nutrition Services funds allocated to kitchen renovations are $11 million. With these available funds, the District plans to implement the next high school kitchen projects, including Saddleback and Segerstrom High Schools. As additional funds become available, the District will use this KFMP as a guide to incrementally complete projects in priority order.

With the District's available funding being deficient to complete the identified improvements in this KFMP, the District is actively exploring additional funding initiatives and devising financial strategies to meet the costs for current and future needs. In the continuous effort to provide student environments that promote learning, the District plans to apply for State construction grants. However, the State grant program requires a 60/40 matching funds. As such, the State grants would be contingent upon voters approving a new District bond in order to meet the matching requirement. The District is exploring other funding sources that would allow the District to combine funds and stretch the building program in order to maximize the number of projects that can be completed. Other potential funding sources being analyzed include City and Joint-use partnerships, redevelopment, and Qualified Zone Academy Bonds.

4 Priority List

Priority List 198

Priority List Group 1
HIGH SCHOOLS

SCHOOL	GENERAL FUND	NUTRITION SERVICES FUND	TOTAL
Century High School	$3,383,826	$2,279,030	$5,662,856
Chavez High School	$1,270,047	$526,850	$1,796,897
Godinez High School	$2,008,691	$2,242,001	$4,250,692
Griset High School	$1,218,247	$1,868,882	$3,087,129
Middle College High School	$1,270,047	$526,850	$1,796,897
REACH Academy	$1,270,047	$526,850	$1,796,897
Saddleback High School	$4,310,469	$2,757,120	$7,067,589
*Santa Ana High School	$0	$0	$0
Segerstrom High School	$2,353,623	$839,515	$3,193,138
Valley High School	$3,935,778	$2,657,863	$6,593,641
Total	$22,343,484	$14,785,862	$36,278,143

*Currently under construction /not included in the master plan scope.

Priority List Group 2
INTERMEDIATE SCHOOLS

SCHOOL	GENERAL FUND	NUTRITION SERVICES FUND	TOTAL
Carr Intermediate School	$2,421,831	$797,895	$3,219,726
Lathrop Intermediate School	$2,005,675	$1,108,779	$3,114,454
MacArthur Intermediate School	$1,968,356	$839,515	$3,066,146
Mcfadden Intermediate School	$2,617,170	$1,023,408	$3,640,578
Mendez Intermediate School	$1,800,283	$1,037,536	$2,837,819
Sierra Preparatory Academy	$2,332,075	$1,225,544	$3,557,619
Spurgeon Intermediate School	$1,879,150	$1,071,312	$2,950,462
Villa Intermediate School	$1,658,587	$1,023,408	$2,681,995
Willard Intermediate School	$2,408,663	$1,143,313	$3,551,976
Total	$19,091,790	$9,270,710	$28,362,500

Priority List Group 3-7

ELEMENTARY SCHOOLS

GROUP 3

SCHOOL	GENERAL FUND	NUTRITION SERVICES FUND	TOTAL
Central Kitchen	$17,000,000	$6,000,000	$23,000,000
Jackson Elementary School	$1,649,711	$504,752	$2,154,463
Madison Elementary School	$1,634,709	$545,532	$2,180,002
Santiago Elementary School	$1,322,709	$560,901	$1,883,610
Washington Elementary School	$1,681,824	$501,855	$2,183,679
Totals	$23,288,953	$8,113,040	$31,401,754

GROUP 4

SCHOOL	GENERAL FUND	NUTRITION SERVICES FUND	TOTAL
Advanced Learning Academy	$1,270,047	$526,850	$1,796,897
Edison Elementary School	$1,077,230	$441,705	$1,518,935
Franklin Elementary School	$1,227,839	$558,780	$1,786,619
Greenville Elementary School	$1,330,451	$526,850	$1,857,391
Hoover Elementary School	$1,433,627	$586,500	$2,021,127
Lincoln Elementary School	$1,240,920	$491,953	$1,732,873
Martin Elementary School	$1,046,348	$488,089	$2,154,463
Taft Elementary School	$1,377,859	$551,604	$1,928,689
Totals	$10,004,321	$4,172,331	$14,176,652

GROUP 5

SCHOOL	GENERAL FUND	NUTRITION SERVICES FUND	TOTAL
Carver Elementary School	$1,564,227	$496,783	$2,061,010
Davis Elementary School	$1,135,372	$487,878	$1,623,220
Harvey Elementary School	$1,489,110	$608,221	$2,079,331
Kennedy Elementary School	$1,303,408	$499,440	$1,802,848
Monroe Elementary School	$1,679,136	$561,625	$2,240,761
Monte Vista Elementary School	$1,424,833	$532,766	$1,957,599
Roosevelt Elementary School	$1,402,767	$548,464	$1,951,231
Walker Elementary School	$1,759,521	$592,538	$2,352,059
Wilson Elementary School	$804,293	$384,918	$1,189,211
Totals	$12,562,667	$4,712,633	$17,275,300

ELEMENTARY SCHOOLS

SUB GROUP 6

SCHOOL	GENERAL FUND	NUTRITION SERVICES FUND	TOTAL
Adams Elementary School	$801,950	$387,613	$1,189,563
Diamond Elementary School	$2,052,875	$497,628	$2,550,503
Fremont Elementary School	$1,221,769	$518,880	$1,740,649
Garfield Elementary School	$1.301.616	$515,376	$1,816,992
Heninger Elementary School	$1,609,473	$646,875	$2,256,348
Jefferson Elementary School	$1,350,302	$515,016	$1,865,318
King Elementary School	$906,485	$460,823	$1,367,308
Lowell Elementary School	$1,474,079	$493,644	$1,967,723
Muir Elementary School	$1,663,928	$578,289	$2,242,217
Pio Pico Elementary School	$1,356,868	$571,890	$1,928,758
Sepulveda Elementary School	$1,246,234	$491,953	$1,738,187
Totals	$14,985,579	$5,677,987	$20,663,566

SUB GROUP 7

SCHOOL	GENERAL FUND	NUTRITION SERVICES FUND	TOTAL
Esqueda Elementary School	$1,781,460	$599,662	$2,381,122
Heroes Elementary School	$1,379,397	$512,722	$1,892,119
Mitchell CDC	$5,000	$0	$5,000
Remington Elementary School	$1,026,806	$353,155	$1,379,961
Romero-Cruz Elementary School	$1,066,309	$493,437	$1,559,746
Thorpe Elementary School	$1,447,234	$592,900	$2,040,134
Totals:	$8,300,144	$3,086,528	$11,386,672

COMPLETE MASTERPLAN

ALL SITES	GENERAL FUND	NUTRITION SERVICES FUND	TOTAL
TOTALS	$106,149,688	$49,258,190	$155,407,878

AGENDA ITEM BACKUP SHEET
June 27, 2017

Board Meeting

TITLE: **Local Control Accountability Plan Approval**

ITEM: **Action**
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 Local Control Accountability Plan (LCAP) public forum.

ITEM SUMMARY:

Districts are required to hold one public hearing to discuss and adopt their LCAPs.

RATIONALE:

A public hearing was approved at the June 13, 2017 Board meeting. The purpose of the public forum was to 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.

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.

LP:sz

LCAP Year ☒ 2017–18 ☐ 2018–19 ☐ 2019–20

Local Control Accountability Plan and Annual Update (LCAP) Template

Addendum: General instructions & regulatory requirements.

Appendix A: Priorities 5 and 6 Rate Calculations

Appendix B: Guiding Questions: Use as prompts (not limits)

LCFF Evaluation Rubrics: Essential data to support completion of this LCAP. Please analyze the LEA's full data set; specific links to the rubrics are also provided within the template.

LEA Name	Santa Ana Unified School District		
Contact Name and Title	Daniel Allen, Ed.D. Executive Director, School Renewal	Email and Phone	Daniel.Allen@sausd.us &714) 558-5656

2017-20 Plan Summary

THE STORY

Briefly describe the students and community and how the LEA serves them.

Founded in 1888, the Santa Ana Unified School District is the sixth largest school district in the State of California and the largest district in Orange county, providing education services to approximately 53,000 students, K-12, in 61 schools, and the second largest employer in Santa Ana, providing job opportunities to approximately 4000 employees. There are thirty-seven elementary schools, nine intermediate schools and seven high schools, six traditional comprehensive high schools and one early college high school on the campus of Santa Ana College. SAUSD also offers three Educational Options schools, one dependent charter, one Deaf and Hard of Hearing Resource Center, two Early Childhood Education Programs and one Early Learner Childhood Education Special Needs Developmental Center. Ninety-six percent of our students are Hispanic, with 1.9% being Asian and 2.0% Other. Approximately 60% of SAUSD students are English learners. Spanish, Vietnamese, and Khmer are the most common languages spoken at home. Approximately 91% of the SAUSD student population are designated as coming from low-income families. .

The Santa Ana Unified School District Board of Education Vision and Mission reflect the district path to providing a world-class education to ensure all students are college and career ready and prepared to assume the role as part of the global community. We work collaboratively with staff, parents, and the community to strengthen a learning environment focused on raising the achievement of all students and preparing them for success in college and career. We assure well rounded learning experiences which prepare our student for success. 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.

LCAP HIGHLIGHTS

Identify and briefly summarize the key features of this year's LCAP.

The Local Control Accountability Plan(LCAP) provides specific action steps required to support the goals we have for all students.

The new features of the 2017-18 LCAP are:

Goal 1: Our students need the knowledge, skills, and values to become productive citizens in the 21st Century.

- Extension of the school year from 180 to 182 days to support increased instructional time.
- Expand early learning pilot program to support early literacy.
- Provide differentiated expanded services for identified high need schools.
- Provide professional development to support promising practices in literacy, such as SIPPs (grades 1-3) and Reading Academy (grades 4-5) and Adolescent Solutions (grade 6, 7 & 9) to improve English reading achievement.
- Develop specific instructional modules and professional development for teachers to improve the redesignation rate and support of English learners.
- Provide additional professional development in mathematics and science to support the new California Standards aligned instruction and resources.
- Development of online courses to provide additional access to general and Advanced Placement high school coursework.
- Implement newly adopted math curriculum and materials with planning for ongoing professional development.
- Adopt ELA/ELD curriculum and materials with planning for ongoing professional development.
- Expand the Advanced Learning Academy (ALA) dependent charter for personalized, competency based learning from to grades 3 through 9.
- Expand the SANArts Conservatory at Santa Ana High School to include the integration of higher education (UCI and Champman) and community partners (LIFI) to increase opportunity for internship and real world work experiences.
- Expand dual and early college enrollment opportunities at all high schools with higher education partner, Santa Ana College.
- Increase college readiness and preparation with the implementation of grades 9-12 College Board assessments including PSAT/AP/IB, and supporting an SAT day for all high school seniors.
- Maintain community partnership opportunity for high school students to receive intensive college application, acceptance and persistence support with SAC, CSUF, UCI and the Nicholas Academic Center (NAC).
- Provide summer school and enrichment programs K-12.

Goal 2: Our student need equitable access to a high quality curricular and instructional program that is accessible from school and home.

- Implement first technology refresh in grades 3, 6, and 9 to maintain 1:1 access.
- Maintain the early literacy application Footsteps to Brilliance "Paso a Paso, Together We Read" digital reading program for all children within the Santa Ana city limits to increase access to literature in the home.
- Increase wireless capacity and connectivity at all district facilities to support teaching and learning.
- Provide professional development to support teachers with the implementation of 21st century instructional practice.
- Maintain sports program at all intermediate schools to support student engagement in extra-curricular activities.

Goal 3: Our students and staff need healthy, safe and secure environments in which to learn.

- Recruit and develop new partnerships with community agencies to increase restorative practices and violence prevention in schools.
- Initiate Trauma Informed Practices Pilot at identified schools.
- Provide students with mental health support through partnership with community agencies.
- Implementation of the i3 Safe Schools grant to increase access to schools for Positive Behavior Intervention and Supports (PBIS) and restorative practices to better meet the needs of our students and community.
- Maintain support to foster students and their families by implementing tutorial programs, monthly leadership and field trip opportunities.

REVIEW OF PERFORMANCE

Based on a review of performance on the state indicators and local performance indicators included in the LCFF Evaluation Rubrics, progress toward LCAP goals, local self-assessment tools, stakeholder input, or other information, what progress is the LEA most proud of and how does the LEA plan to maintain or build upon that success? This may include identifying any specific examples of how past increases or improvements in services for low-income students, English learners, and foster youth have led to improved performance for these students.

GREATEST PROGRESS

As we review performance on state and local indicators, our students have demonstrated many positive academic trends. We look to assure that we build on this success by providing strategic support to school leaders to meet the needs of the students we serve. We have celebrated positive trends in the following areas:

State Indicators –
Priority 1 – Basic Conditions of Schools

- School facilities are continually maintained and have been improved. This year we have completed construction of the Advanced Learning Academy, the Nicholas Academic Center at Century, remodeled kitchen at SAHS, and started new school construction at

Valley High School, Mc Fadden Intermediate School and Roosevelt Elementary School.

Priority 2 – Implementation of the State Academic Standards

- Professional learning and adoption of new instructional materials in Mathematics

Priority 3 – Parent Engagement:

- Parent engagement/education courses offered at all schools k-12
- Over 6000 parents participated in the LCAP Stakeholder Engagement meetings.
- Increased parent engagement and survey participation for 9,057 in 2015 to 15,965 in 2016

Priority 4 – Academic Indicators

- 2016 SBAC ELA results reflect a 3% growth overall over the 2015 school year
- College Readiness ELA increased from 38% to 41% in 2015

Priority 5 – Chronic Absence Indicator/ Graduation Rate Indicator

- Reduced the Drop Out Rate from 6.2% to 4.3%
- Increased High School Graduation Rate from 89% to 91.6% in 2016

Priority 6 – Suspension Rate Indicator

- Reduced student suspension rates from 7%in 2012 to 3.6% in 2015 (2016 not available)

Priority 7 – College/Career Indicator

- Increased A-G rate from 40% in 2014 to 42.3% in 2016
- Increased Dual Enrollment opportunities at all high schools with the "College Now" program Early College at Century and Godinez

Local Indicators –

- Increased Redesignation rate from 61.3% in 2014 to 64.4% in 2016
- Increased 3rd grade foundational reading from 32% in 2015 to 37% in 2017 as measured by DIBLES Next
- Maintained high attendance at 97% in 2016
- Increased Advance Placement course enrollment from 23% to 27.5% in 2016
- Increased Pass Rate of AP Exams to 38.2%in 2106
- Reduced the ratio of Students to Technology from 2:1 in 2015 to 1:1 in 2016
- Increased Extracurricular participation from 33% to 50% at high school and from 34% to 45% in Intermediate schools in 2016
- Increased Dual language at intermediate level with addition of one new school program and have started plans to restructure Spurgeon Intermediate into a K-8 DLI school with Romero Cruz Elementary.
- Increased CTE Pathways at high schools, intermediate and elementary schools
- Development of SANArts VAPA Conservatory at SAHS

- Development of International Baccalaureate Programme at Saddleback HS
- Development of Early College models at Century HS and Godinez HS
- Four high schools, Saddleback, Godinez, Segerstrom and Middle College High Schools, were recognized by the U.S. News & World Report's 2017 Best High Schools in the United States.

The LEA will maintain and build on the success by continuing to provide focus on 21st century instruction and outcomes, to support all students at all grade levels. Higher Education Institutions, community agencies and parents will be engaged to ensure our students are provided the needed resources to ensure that they receive the supports needed to reach their academic and career goals.

Referring to the LCFF Evaluation Rubrics, identify any state indicator or local performance indicator for which overall performance was in the "Red" or "Orange" performance category or where the LEA received a "Not Met" or "Not Met for Two or More Years" rating. Additionally, identify any areas that the LEA has determined need significant improvement based on review of local performance indicators or other local indicators. What steps is the LEA planning to take to address these areas with the greatest need for improvement?

GREATEST NEEDS

Santa Ana Unified had no indicators or local performance indicators for which overall performance was in the Red or Orange. We did, however, have three areas in the Yellow range. English Learner progress fell into the Medium range at 67.9%, with no decline in change from the previous year. English Language Arts (K-8) fell into the Low range (51 points below level 3) but demonstrated an increase of 8.2 points over the previous year. Mathematics K-8 also fell into the Low range (64.5 points below level 3) and maintained the status over the previous year. We continue to provide support to schools to increase achievement in ELA and Mathematics.

Over the last several years, we have continued to focus our attention to these three important areas. Recently, in 2016-17 school year, we have initiated and English Language Learner Task Force to identify strategies and professional development needed to better support the reclassification of our students within five years of arrival in our schools. Additionally, SAUSD is in the process of adopting additional instructional materials for LTELs to better support their needs in acquiring English language proficiency. In ELA, the focus has been on early literacy to enhance language acquisition and reading. A new priority for the Board of Education is to support additional PreK learning opportunities in our community. A Literacy Task Force has been developed to identify additional areas of need, and to ensure that our teachers have the instructional strategies necessary to ensure that students receive supports to learn to read with high level of comprehension by grade five. Finally, in Mathematics, the District has begun the process in 2016, to adopt math materials to support the new state standards. Professional development is ongoing and will focus support in these areas in support of growth .

Referring to the LCFF Evaluation Rubrics, identify any state indicator for which performance for any student group was two or more performance levels below the "all student" performance. What steps is the LEA planning to take to address these performance gaps?

PERFORMANCE GAPS

According to the California Dashboard, in the areas of English Language Arts and Math Assessment, Students with Disabilities performed two performance levels below the "all student" performance. The LEA will continue to provide professional development to teachers to support new instructional strategies to better prepare students in these two areas. During the 2016-17 school year, the LEA has begun the expansion of a full inclusion model to ensure that students with Disabilities receive access to grade level standards. Initial data for the students in a full inclusion model is promising in both academic and social emotional measures. Additionally, our students will receive extended learning time through after school and Saturday intervention, and both credit recovery and enrichment summer programs.

Another area where there is a gap in performance is in the area of suspensions for two subgroups of students. Overall, the LEA has a low rate of suspension, however, two subgroups, African American and American Indian students are two subgroups with only 169 and 95 students respectively. Each group had a high rate of suspensions of 8.39% and 5.3% respectively, and both increased over the 2014-15 school year by 1.4% and 2.8%, respectively. This data has been brought to the attention of school administrators and will continue to be a focus to ensure that all student groups are provided opportunity to participate in restorative practices to reinforce appropriate behaviors in school.

INCREASED OR IMPROVED SERVICES

If not previously addressed, identify the two to three most significant ways that the LEA will increase or improve services for low-income students, English learners, and foster youth.

The most significant way that SAUSD will impact services for low-income students, English learners, and foster youth, will be to provide rigorous, first time instruction, provide a comprehensive early literacy and English Learner program, monitor student progress, ensure student involvement and engagement with positive intervention. Additionally, in this year's plan, we will identify the schools with the lowest achievement level in ELA and Math, and provide more intensive support at the school site level to include professional development on Trauma Informed Instruction and English Learner supports. We will continue to provide additional opportunities to engage parents and community partners to support additional learning opportunities for our student and we must also continue to celebrate and recognize student academic growth and achievement in all areas.

BUDGET SUMMARY

Complete the table below. LEAs may include additional information or more detail, including graphics.

DESCRIPTION	AMOUNT
Total General Fund Budget Expenditures for LCAP Year	$639,237,421.21
Total Funds Budgeted for Planned Actions/Services to Meet the Goals in the LCAP for LCAP Year	$725,159,345.00

The LCAP is intended to be a comprehensive planning tool but may not describe all General Fund Budget Expenditures. Briefly describe any of the General Fund Budget Expenditures specified above for the LCAP year not included in the LCAP.

All general fund budget expenditures are included in the LCAP with the exception of STRS on behalf and indirect costs.

$516,182,413	Total Projected LCFF Revenues for LCAP Year

Annual Update

LCAP Year Reviewed: 2016-17

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed.

Goal 1

All students will demonstrate the knowledge, skills, and values necessary to become productive citizens in the 21st century.

State and/or Local Priorities Addressed by this goal:

STATE	☐	1	☒	2	☐	3	☒	4	☒	5	☐	6	☒	7	☒	8
COE	☐	9	☐	10												
LOCAL																

ANNUAL MEASURABLE OUTCOMES

EXPECTED

1a: Early Literacy | 39.0% of 3rd graders will be at grade level reading proficiency (foundational skills) as measured by DIBELS Next (Spring 2017)

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 (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)

ACTUAL

1a: Early Literacy | 37.0% of 3rd graders are at grade level reading proficiency (foundational skills) as measured by DIBELS Next (Spring 2017)

1b: EL Redesignation | 64.4% of EL students were reclassified with five (5) years of entering an EL program (2015-16)

1c: Algebra Proficiency | 31.5% of 9th graders scored at or above a MAP RIT score of 235 (Spring 16-17). Note: This metric definition was changed to reflect more current data.

1d: A-G Course Completion | 42.3% of graduates met UC/CSU A-G course requirements (2015-16)

1e: College Readiness | 41% of 11th grade students were at college ready or conditional status in ELA (SBAC 15-16)
19% of 11th grade students were at college ready or conditional status in Math (SBAC 15-16)

1f: Post-Secondary Persistency | 78% of graduates enrolled in post-secondary education persisted into their second year of school (2014)

1g: EL Proficiency | 49.3% of EL students made progress towards English proficiency as measured by the state assessment (2015-16)

1j: Enrollment in Post-Secondary Education | 71% of students will be enrolled in college at any time during the first year after high school (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)

1i: Algebra Readiness | 37.5% of 8th graders scored at or above a MAP RIT score of 230 (Spring 16-17) Note: This metric definition was changed to reflect more current data.

1j: Enrollment in Post-Secondary Education | 70% of students enrolled in college at any time during the first year after high school (2015)

1k: Attendance | The districtwide attendance rate was 96.9% (2015-2016)

1L: Chronic absenteeism | The chronic absenteeism rate was: 3.2% (elementary), 3.9% (intermediate), 9.9% (high school) (2015-16)

1m: Middle School Dropout | The number of adjusted grade 8 dropouts was 0 (2015-16)

1n: High School Dropout | The high school cohort dropout rate was 4.3% (2015-16)

1o: High School Graduation | The high school cohort graduation rate was 91.6% (2015-16)

1p: AP Passage | The percentage of total AP students passing at least one AP exam (3+ score) was 38.2% in 2016

1q: AP Course access | 27.5% of HS students were enrolled in at least one AP course (2015-16)

ACTIONS / SERVICES

Duplicate the Actions/Services from the prior year LCAP and complete a copy of the following table for each. Duplicate the table as needed.

Action **1**

Actions/Services	PLANNED	ACTUAL
	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.	ACTUAL Provided teachers at all grade levels with math training on new State Standards and math frameworks. Project Foster teachers are building NGSS aligned Project Based learning units for grades 3-5.

		All elementary teacher received training on professional learning modules on Integrated ELD based on the new ELA/ELD frameworks. Developed digital versions of Units of Study with digital resources and enhancements. Increased the number of classrooms using SIPPS instruction (mastery based foundational skills reading program) to replace the green section of Open Court reading series. Teacher Effectiveness Coaches support teachers with site specific goals aimed at increasing pedagogical practices that support student learning. The Teacher Induction Program guides new teacher practice through the cycle of teacher inquiry. This includes individual mentoring and coaching with opportunities for data dialogues and peer observations. Continued focus on professional development in instructional strategies for the purposeful use of technology based resources. New video editing and hosting program (Kaltura) purchased and professional development is provided. Expanded Dual Language supports at all Dual Elementary and Intermediate schools to support bilingualism.
Expenditures	BUDGETED $5,865,129 LCFF sources Lottery: Instructional Materials	ESTIMATED ACTUAL $14,155,844 LCFF sources Lottery: Instructional Materials

Action 2

Actions/Services	PLANNED 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.	ACTUAL ACTUAL Assessed student progress by using NWEA MAP for English Language Arts and Mathematics in grades 3-10 at each trimester Measure student foundational reading skills each trimester at grades K-3 using DIBLES Next. Data Chats based on MAP progress held at each school with teachers to determine next steps in supporting student growth.

		Provide growth mindset professional development to support student success at all grade levels. Common grading criteria is in the developmental stage.
Expenditures	BUDGETED $2,066,243 LCFF sources Title I, Part A	ESTIMATED ACTUAL $2,761,656 LCFF sources Title I, Part A

Action 3

Actions/Services	PLANNED 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.	ACTUAL ACTUAL Continue work with higher education partners, Santa Ana College, California State University, Fullerton and University of California, Irvine through our long standing partnership. This year we have expanded opportunity for students to enroll in college coursework by implementing Early College at Century HS and Godinez HS during the school day, and "College Now" at other high schools after school. We have also begun to work collaboratively with Chapman University to support the SanARTs Conservatory at SAHS. Teacher Induction and Professional Support (TIPS) leadership has long standing partnerships with IHEs. These partnerships include participation in: Advisory Board member of UCI, Concordia, and Chapman Universities. Additionally, we have a history of sustained attendance to Orange County Teacher Preparation and Induction Collaboration (OCTPIC) meetings. Our program partners with CSUF, University of Phoenix, Brandman, and Concordia offer IHE credit for successful completion of Induction requirements.
Expenditures	BUDGETED $222,249 LCFF sources	ESTIMATED ACTUAL $353,121 LCFF sources

Action 4

Actions/Services

PLANNED

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

ACTUAL

Completed this action in Spring 2016 – implementation of the Equal Opportunity Action Plan Fall 2017.
Teacher Effectiveness Coaches are assigned to support sites with math and science instructional practices that engage teachers in aligning their teaching with 21st century skills.

Action 5

Actions/Services

PLANNED

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.

ACTUAL

Expansion of SIPPS to 14 sites and use of SIPPS Plus for intervention at other sites. Expanded the Reading Academy for elementary principal and grade 4 and 5 teachers to apply foundational reading skills to English language Arts instruction for students who are not reading at grade level.
Continued increased opportunity for students for credit recovery by providing APEX online credit recovery during the school day, summer school at all high schools, night school at Chavez HS, Independent Study, and SAC Bridge programs at all high schools.
Expanded the AVID program at 12 additional elementary and 2 intermediate schools to total 40 school programs across the district.
Achieve 3000 has been implemented for the second year in all 6 Dual schools (Intermediate 608, and Elementary 3-5) to support reading comprehension, increase students' lexile level in Spanish, and develop writing skills – elementary Dual School continue offering extended day to 3rd, 4th, and 5th grade to develop literacy in Spanish through Content Area instruction (Social Studies and Science) students. The use of Achieve3000 program is integrated in the Content area curriculum.
AVID for English Learner program will be expanding to include Spurgeon, Willard and Villa . The plan is to expand to Lathrop, Sierra and Villa in 17-18 school year. This is a powerful addition to the programs we offer to long term English learners to assist them with effective instructional

		strategies and to help hem reclassify prior to moving on to high school.
Expenditures	BUDGETED $1,372,342 LCFF sources Title I, Part A	ESTIMATED ACTUAL $4,155,671 LCFF sources Title I, Part A

Action 6

Actions/Services	PLANNED 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.	ACTUAL Advanced Placement course offering have been expanded to include Computer Science. Professional development is offered for all AP teachers with the goal of increasing AP pass rates. All AP exams are offered at no cost to our students. Authorization of the International Baccalaureate Programme at Saddleback high school in March 2017 to start in Fall, 2017. Established a Pre-IB pipeline beginning at the 7th grade – with approximately 30 students in each grade (7-10) to prepare them to formally begin the IB DP program in 11th grade.
Expenditures	BUDGETED $950,492 LCFF sources	ESTIMATED ACTUAL $1,397,366 LCFF sources

Action 7

Actions/Services	PLANNED 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.	ACTUAL Project Foster teachers were provided professional development in NGSS standards aligned curriculum in grades 3-5.

		Teacher Effectiveness Coaches are assigned to support sites with math and science instructional practices that engage teachers in aligning their teaching with 21st century skills. SAUSD has continued to expand and refine CTE course offerings at the intermediate and K8 school levels that focus on math, science and coding. All intermediate k8 classes now have articulated with their high school pathways for a seamless transition for students between programs. Piloting PLTW science, engineering and coding programs at 4 of our elementary school campuses. Industry, education and community partners have continued to support our students with programs such as: Sun Power Solar Academy (40 8th graders), ACME engineering mentoring project at 3 high schools and intermediate schools, Down Town Santa Ana Robotics Showcase, Biotechnology camp, Forensic Science Camp with SAC, Urban Workshop Engineering Camp by Haas, JPL Summer Internships, Cyber Girls OC, UCI and Medtronics partnership with Saddleback HS and many others.
Expenditures	BUDGETED $3,141,506 LCFF sources Title I, Part A Title II, Part A California Career Pathways Trust Local sources	ESTIMATED ACTUAL $1,721,494 LCFF sources Title I, Part A Title II, Part A California Career Pathways Trust Local sources

Action **8**

Actions/Services	PLANNED 1.8: Increase availability of Career Technical Education (CTE) & Regional Occupational Program (ROP) courses and academies.	ACTUAL SAUSD has a total of 34 articulated pathways and/or academies at each of our high schools. 34 pathways have been articulated K-14 to show the connections between elementary, intermediate, high school and college programs and classes. Emphasis has been placed on adding academic rigor by continuing to expand the number of courses that meet the UC A-G eligibility. Thirty-six CTE courses have now been approved to meet this requirement.

		Students earning industry certifications have continued to expand with 1224 being earned over the last 18 months. SAUSD has also offered 686 student internships over the same period. High School Articulated courses have continued to expand with all of our neighboring community colleges. We have also added additional opportunities for students to take college capstone courses as part of their CTE course sequences. Dual Enrollment college opportunities in culinary program has been offered this year. SAUSD continues to dominate in CTE competitions with the capstone being our Culinary program at Valley HS being the National Champions for Cooking Up Change for four of the last five years.
Expenditures	BUDGETED $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	ESTIMATED ACTUAL $10,764,313 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

Action **9**

Actions/Services	PLANNED 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.	ACTUAL Formulation of planning team to develop hybrid Open Campus "FLEX" Academy at Century High School, to launch Fall 2017. 21st Century Team (four staff) hired to write digital curriculum to support both the Advanced Learning Academy and other schools to support competency based, personalized learning opportunities. Expanded Independent Study Program to support competency based learning.

Expenditures	BUDGETED $823,516 LCFF Sources Title I, Part A Title II, Part A	ESTIMATED ACTUAL $948,734 LCFF Sources Title I, Part A Title II, Part A

Action **10**

Actions/Services	PLANNED 1.10: Support extended learning opportunities for low-income pupils by providing early childhood education, before and after school programs, tutoring, academic summer school programs, and transportation services.	ACTUAL Provided Footsteps2Brilliance literacy app to all children and families in Santa Ana, with free access to over 1000 books and literacy activities in both English and Spanish. Early Childhood Education focuses on continued program quality improvement through participation in QRIS (Quality Rating Improvement System) through OCDE. Teacher training and technical assistance to support quality improvements in teaching methodology and child outcomes. Increased "intervention" budgets and resources to all schools to develop school site plans to provide additional instruction to identified students. Migrant Education provides bus passes to students who are at or beyond 1.5 miles from their school. On average the program provided fifty 30 day passes monthly to our students.
Expenditures	BUDGETED $38,017,189 LCFF sources Title I, Part A 21st Century ASSETS Before and After School Learning & Safe Neighborhood Kinder Readiness Program II Child Development Head Start Migrant Education	ESTIMATED ACTUAL $46,426,660 LCFF sources Title I, Part A 21st Century ASSETS Before and After School Learning & Safe Neighborhood Kinder Readiness Program II Child Development Head Start Migrant Education

Action **11**

Actions/Services	PLANNED	ACTUAL

	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).	Summer program provided transition programs including AVID EXCELL transition from grades 8 to 9, Back to school Intermediate "bootcamps" for grades 5 to 6, and outreach to graduated seniors to ensure a smooth transition to enrollment in college. Transition Support programs: EL programs works collaboratively with Ed Services to support the School–to-school Bridge programs. This includes providing guidance for students who wish to include world language instruction at the intermediate and high school levels.
Expenditures	BUDGETED $100,939 LCFF sources Title I, School Improvement Grant	ESTIMATED ACTUAL $599,696 LCFF sources Title I, School Improvement Grant

Action **12**

Actions/Services	PLANNED 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.	ACTUAL All elementary and intermediate teachers participated in Integrated ELD Professional Learning Modules. At the secondary level, the district is currently piloting Program 4 - ELA Intensive Intervention and Program 5 - Specialized Designated ELD. The purpose of the Program 4 and Program 5 adoption is to provide an accelerated intervention pathway for those who are at risk of becoming LTELS, students who are 2 or more grade levels in ELA and Literacy in reading and writing, or students whole lack of language proficiency precludes teem from performing at grade levels. RFEP monitoring – Reclassification EL Programs has implemented a process to monitor reclassified students each semester for two years from the date of reclassification. Students needing interventions are highlighted and teacher records the intervention strategies used to improve the progress. Appropriate Program Placement and Monitoring: Working collaboratively with Ed Services, criteria has been developed

		to identify entry and exit points to ensure consistency across the District.
Expenditures	BUDGETED $6,014,715 LCFF sources Title I, Part A Title III, LEP	ESTIMATED ACTUAL $6,795,556 LCFF sources Title I, Part A Title III, LEP

Action 13

Actions/Services	PLANNED 1.13: Provide foster students with services targeted to specific needs of the subgroup that may be confidential in nature.	ACTUAL The Foster Student Community Liaison communicates monthly with foster students and their families to ensure the students receive individual support. Student leadership clubs have been started at each school site to ensure the foster students are engaged and actively participating in leadership activities at the respective schools. Family and student gathering are provided each quarter to ensure that the parents have the support they need to meet the goals of the student.
Expenditures	BUDGETED $50,000 LCFF sources	ESTIMATED ACTUAL $50,000 LCFF sources

Action 14

Actions/Services	PLANNED 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).	ACTUAL Students receiving special education services receive additional support through the addition of inclusive practices being initiated at the school sites. English and ASL language interpreters are provided at IEP meetings and IEP documents are translated into the family's first language. The First annual Inclusive Practices Conference and Professional Development Training for General Education and Special Education Staff was offered in January 2017.
Expenditures	BUDGETED $7,759,824	ESTIMATED ACTUAL $6,902,002

Special Education Department of Rehab: Workability II, Transition Partnership	Special Education Department of Rehab: Workability II, Transition Partnership

ANALYSIS

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed.

Use actual annual measurable outcome data, including performance data from the LCFF Evaluation Rubrics, as applicable.

Describe the overall implementation of the actions/services to achieve the articulated goal.	Goal 1: All students will demonstrate the knowledge, skills, and values necessary to become productive citizens in the 21st century. Cumulatively, overall implementation of the actions/services to students has been successful. As we monitor student achievement data through the use of NWEA MAP and DIBLES three times per year, we have noted consistent positive growth trends in English reading and mathematics. Implementation of the new State standards has been a focus at all schools. Research based programs have been implemented and expanded programs such as Project Lead the Way (PLTW), AVID, Dual enrollment, and CTE STEM Pathways. New programs such as the SANArts Conservatory at Heninger and SAHS, the International Baccalaureate Programme at Saddleback HS, the Dual Enrollment Pathways at Century HS and Godinez HS, the High School Inc. Academies at Valley HS, have been developed and are growing. Visual and Performing Arts has been expanded at the elementary schools by increasing staffing in this area. Willard and Sierra Prep Academy are both building VAPA programs through the California Turnaround Arts program. Spurgeon and Carr intermediates are both engaging in and promoting Project Based Learning (PBL) programs school wide. Dual language programs are successfully implemented to support the focus on Biliteracy. 21st century skills are continually developed through support of professional learning and increased access to technology and connectivity at school, home and community. Four elementary, one intermediate and one high school were awarded Gold Ribbon Schools during the 2016 and 2017 award cycle. Four high schools, Saddleback, Godinez, Segerstrom and Middle College High Schools, were recognized by the U.S. News & World Report's 2017 Best High Schools in the United States. Extended learning opportunities for all students are available by providing targeted intervention which have been implemented at all schools K-12. Summer programs have been developed and implemented to provide both credit recovery and learning enrichment programs in all schools K12. Additional opportunities for high school students include internship and relevant work opportunities through partnership with the business and higher education community.
Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.	As the articulated goal, SAUSD must provide multiple options and opportunities of programs to support the needs of all students. Initial data points, including local and state measures have demonstrated positive trends in addressing the need to close the achievement gap, but also to better engage students in relevant learning environments to keep students in school. Evidence includes improved ELA results on SBAC, which is critical for our English learner population, maintaining progress in Mathematics on SBAC, (an area of focus), improved graduation rate, improved AP access and pass rate, improved A- G success rate, improved Seal of Biliteracy rate, improved attendance rate, reduced dropout rate, reduced suspension and expulsion rate. We continue to focus on the goal to increase levels of achievement in English language arts and mathematics to insure success in college and career readiness.

Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.	Material variances include increase of $8.3 million for textbook adoption, $7.5 million increase for approved site Intersession plans, $2.5 million increase for CTE Incentive grant, and the addition of budgeted carryover from 15/16.
Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.	While the goal of ensuring that "all students will demonstrate the knowledge, skills, and values necessary to become productive citizens in the 21st century" remains the same, we will continue to review the outcome metrics and adjust the actions and services to support those which we determine have had the most positive outcome. This year, because of the leveling off of funding and resources, we will determine how to sustain the work to best meet the needs of our student population. Data from the California Dashboard has highlighted specific school which are in need of additional support. A specific action has been developed to address this needs. (Goal 1, Action 1.16) We have begun the work of reviewing instructional materials and will adopt instructional materials in English Language Arts and English Learner supplemental materials in the next year and following to support the alignment of the state standards. Additional support and professional development for teachers will be required over the summer and during the fall to ensure implementation fidelity. (Goal 1, Action 1.15) A continued focus on the integration of technology will required the renewal of devices at grades 3, 6, and 9, and also required additional professional development at all grade levels. We continue to focus on early learning by working to expand preschool and all day kinder at pilot elementary schools. (Goal 1 Action 1.2) The algebra readiness and algebra proficiency metric definitions were revised to report Spring assessment data in the current year rather than Fall assessment data to reflect more current assessment results. The change from Fall to Spring reporting also changes the grade level of the students being assessed. Algebra readiness reporting changes from 9th grade Fall to 8th grade Spring. Algebra proficiency reporting changes from 10th grade Fall to 9th grade Spring.

Annual Update

LCAP Year Reviewed: 2016-17

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed.

Goal 2

Students will have equitable access to high quality curricular and instructional program that is accessible from school and home.

State and/or Local Priorities Addressed by this goal:

STATE	☒	1	☒	2	☐	3	☐	4	☒	5	☐	6	☒	7	☐	8
COE	☐	9	☐	10												
LOCAL																

ANNUAL MEASURABLE OUTCOMES

EXPECTED

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)

ACTUAL

2a: Student access to technology | 88% 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 |
68% of students use computers daily at school as reported by surveyed teachers |
The ratio of students to technology that is 4 years or newer is 1.0 to 1 |
The ratio of students to "access for all" 1:1 access to mobile device is 0.95 to 1 (2016-17)

2b: Extracurricular participation rates | 50% of High School students participate in more than one extracurricular activity;
36% of Intermediate School students participate in more than one extracurricular activity (Spring 2016)

2c: Highly qualified teachers | 3 EL teachers were misassigned and 9 total teachers were misassigned (2016-17)

2d: Professional development | 45.4% 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 | 100% of pupils have standards-aligned instructional materials (2016-17)

ACTIONS / SERVICES

Duplicate the Actions/Services from the prior year LCAP and complete a copy of the following table for each. Duplicate the table as needed.

Action 1

	PLANNED	ACTUAL
Actions/Services	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 Curriculum Specialist work with school site personnel to develop and provide support with implementation of instructional strategies to improve learning outcomes for students and 21st learning skills. Teacher Effectiveness Coaches provide job-embedded professional development and support to classroom teachers. Math curriculum specialist are providing collaboration time and are working with teacher leaders to review piloted math materials at all school sites to lead the discussion on selection of new standards based materials. A Director of Professional Development has been directed to develop district wide professional development calendar. Program specialist in all department oversee instructional programs to ensure quality implementation in the following areas: EL GATE, AVID, Advanced Placement, Counseling, Early Literacy, Special Education, VAPA and Communications. World language professional development at the intermediate and high school level has been provided during the school year following a calendar established at the beginning of the school year.
Expenditures	BUDGETED $247,580,834 LCFF sources Title I, School Improvement Grant	ESTIMATED ACTUAL $245,470,857 LCFF sources Title I, School Improvement Grant

Action 2

	PLANNED	ACTUAL
Actions/Services	2.2: Support learning opportunities for current special education students as provided in their Individualized Education Programs (IEPs).	Continuum of Programs and Services: General Education with accommodations/modifications and/or related services; Specialized Academic Instruction (SAI); general education setting and self-contained; Collaboration/CoTeaching with general education teachers Increased inclusive Teaching practices. Monthly at CAC Meetings with parents Foster youth liaison attends IEPs for foster students to provide consultation of resources, supports and education laws pertaining to foster youth
Expenditures	BUDGETED $96,484,289 LCFF sources Special Education Department of Rehab: Workability II, Transition Partnership Medi-Cal Billing Option	ESTIMATED ACTUAL $94,141,629 LCFF sources Special Education Department of Rehab: Workability II, Transition Partnership Medi-Cal Billing Option

Action 3

	PLANNED	ACTUAL
Actions/Services	2.3: Increase resources to schools to support extracurricular programs for students, instructional materials and other programs and supplies to enhance student outcomes.	All schools received a 25% increase to the school site discretionary account to provide additional resources to students. All schools received $50.00 per student of one time funds to support special projects. Schools were required to submit a plan, approved by the School Site Council for input to the expenditure of additional site resources.
Expenditures	BUDGETED $10,518,754 LCFF sources	ESTIMATED ACTUAL $12,154,961 LCFF sources

Action 4

	PLANNED	ACTUAL
Actions/Services	2.4: N/A Moved to 2.7	See Below at 2.7

Action 5

	PLANNED	ACTUAL
Actions/Services	2.5: Ensure equitable access to the core instructional program, including Visual and Performing Arts (VAPA), foreign language, and physical education courses.	Expansion of elementary music program to 15 teachers, lowering teacher/student ratios and increasing arts instructional minutes for students across all elementary school. Inaugural year of the SanArts conservatory at SAHS as a magnet program for high quality arts instruction in the District. Two schools, Willard Intermediate and Sierra Preparatory Academy were both identified at TurnAround Arts Schools and have received grand funds and support to increase arts education at their schools. Submitted Course Approval to the Board and to the College Board for American Sign Language to be taught in SAUSD. Our first school with the course offering is Segerstrom High School
Expenditures	BUDGETED $755,629 LCFF sources	ESTIMATED ACTUAL $1,554,687 LCFF sources

Action 6

	PLANNED	ACTUAL
Actions/Services	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.	Ten schools are participating in level 1 PBL across the District. Creation of specialty program at varied school campus (. i.e. PBL@ Spurgeon, Turnaround Arts at Sierra and Willard.) PLTW Stem elective courses are available at all intermediate and some elementary school campuses
Expenditures	BUDGETED $27,693,704 LCFF sources Title I, Part A Title I, Migrant Ed Title I, School Improvement Grant	ESTIMATED ACTUAL $29,104,277 LCFF sources Title I, Part A Title I, Migrant Ed Title I, School Improvement Grant

Action 7

	PLANNED	ACTUAL
Actions/Services	2.7: Increase access to technology that is available to students at school and at home.	Access for All continued expansion in Spring 2016 to complete 4th and 10th grade access. In 2016-17, access to devices has expanded to grades 3,11-12. A refresh of Willard's devices was also completed, and a refresh for Sierra devices is currently being planned. Total Chromebooks ordered for the 2016-17 has been 10,221, bringing the overall total of devices provided to students to expand access to 37,705. A 10 GB WAN link and wireless infrastructure upgrade is being completed for secondary schools. Footsteps 2 Brilliance literacy App provided to all children and families with free access to over 1000 books and literacy activities in both English and Spanish.
Expenditures	BUDGETED $8,110,828 LCFF sources Title I, Part A Local sources	ESTIMATED ACTUAL $13,791,605 LCFF sources Title I, Part A Local sources

Action 8

	PLANNED	ACTUAL
Actions/Services	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.	Expanding training for implementation tor new state Math standards to grades K-2. Trained teachers in the use of Digital version of the Units of Study, Professional learning module for integrated ELD based on CA ELA/ELD Framework. Continued professional development in purposeful use of technology, including workshops for TEC teachers, curriculum specialists, weekly early release Wednesday professional development at school sites, and weekly tech integration Professional Development at the District office. SAUSD also hosted two PD events – the discovery STEM Academy for school leadership, which was attended by over 100 Administrators. The OCCUE Tech Fest

		PD conference was also held at Mendez Int. with over 500 teachers in attendance from the county. The District uses BrightBytes survey to gather data on technology access and use and it is used as a guide for providing and measuring PD. Teacher Effectiveness Coaches support teachers with site specific goals aimed at increasing pedagogical practices that support student learning. The Teacher Induction Program guides new teacher practice through the cycle of teacher inquiry within their content areas. Two Professional Learning Conferences were offered in the year. The conference provided professional learning in a variety of instructional practices including, but not limited to, technology integration. The use of online Canvas platform is used to model technology integration. This includes individual mentoring and coaching with opportunities for data dialogues and peer observations. Districtwide PD to support Positive Behavior Intervention and Supports (PBIS) and Restorative Practice (RP) strategies has been required of all schools to send a team to include site administration and three teachers to lead the PBIS team at each school site. PBIS Site leads have been offered an additional stipend to support their staff in the implementation model. Expansion of Dual language program at one additional intermediate school to support the increase in the number of recipients on the State Seal of Biliteracy. Implementation of Foreign language instruction as early as the 7th grade to improve primary language literacy.
Expenditures	BUDGETED $5,149,689 LCFF sources Title I, Part A Title I, School Improvement Grant Title II, Part A Title III, LEP Local sources	ESTIMATED ACTUAL $8,226,987 LCFF sources Title I, Part A Title I, School Improvement Grant Title II, Part A Title III, LEP Local sources

Action **9**

	PLANNED	ACTUAL
Actions/Services	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.	Computer training for parents has been provided following each DAC/DELAC meeting. The District also held the Digital Citizenship Academy for Parents during the parent conference, bringing the total to 151 parents attending the Academy. Access has been expanded to student through the hotspot check our program through intermediate school libraries. Increased library hours at all elementary and intermediate school sites to support community literacy.
Expenditures	BUDGETED $3,805,146 LCFF sources	ESTIMATED ACTUAL $3,558,491 LCFF sources

Action 10

	PLANNED	ACTUAL
Actions/Services	2.10: Support student learning via science camps and experiential field trips, and offering summer enrichment programs for elementary and intermediate schools.	Science Camp and Star Base Program are provided at the elementary school level. Summer Enrichment providing extended learning and enrichment offered at all school sites K12. The Migrant Education Program staff coordinates summer enrichment field trips to ensure MEP students are still engaged in academic activities and connected to the program. As part of the fieldtrips, high school students attended summer enrichment course about developing career habits and key factors in attaining first employment. K-8 students are offered Summer Bridge Books for continued engagement of academics learned throughout the previous year.
Expenditures	BUDGETED $28,023 Title I, Part A	ESTIMATED ACTUAL $1,007,466 LCFF sources Title I, Part A Local sources

Action **11**

	PLANNED	ACTUAL
Actions/Services	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.	Continue to fund the Grant Writer position which has garnered the award of several school funding sources for special programs such as CTEIG Round II for $4 million dollars of 3 years to enhance CTE pathways at all high schools and expand collaborations with community Colleges and universities as well as industry partners; Supported the Director of School Climate to write and secure and i3Grant ($3,000,000) Collaborated to develop the College Readiness Block Grant Collaborated to develop the National Science Foundation CTE pathway AP Computer Science course Exploration of partnerships to expand internet access to students outside of school campuses.
Expenditures	BUDGETED $205,732 LCFF sources	ESTIMATED ACTUAL $808,731 LCFF sources

Action **12**

	PLANNED	ACTUAL
Actions/Services	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).	Provide English, Spanish, and Vietnamese translation of all District documents. Provide English Classes for Adults at four comprehensive high schools Provide online Rosetta Stone for parent use. Provide Adult Computer Classes through SAC Adult School Program.
Expenditures	BUDGETED $10,000 Title I, Part A	ESTIMATED ACTUAL $285,507 Title I, Part A Local sources

Action **13**

	PLANNED	ACTUAL
Actions/Services	2.13: Provide foster students with services targeted to specific needs of the subgroup that may be confidential in nature.	The Foster Youth Liaison meets monthly with school representatives to check in on students at their schools. Quarterly family events are planned and implemented to support families A new student leadership group "YOLO" has been implemented at all schools to ensure access for foster youth to leadership activities. College application and FAFSA support is provided through small group counseling at the high schools.
Expenditures	BUDGETED $81,258 LCFF sources	ESTIMATED ACTUAL $1,016,950 LCFF sources Title I, School Improvement Grant Local sources

ANALYSIS

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed.

Use actual annual measurable outcome data, including performance data from the LCFF Evaluation Rubrics, as applicable.

Describe the overall implementation of the actions/services to achieve the articulated goal.	Goal 2: Students will have equitable access to high quality curricular and instructional program that is accessible from school and home. The implementation of the actions and services have been fulfilled to ensure that we meet the goals as set forth in the plan. Schools which have implemented new programs will review academic and social emotional data to measure progress of improved achievement. All actions to meet the goal have been fully addressed. Professional development for teachers has been supported by "on- site" coaching, provided by the "Teacher Effectiveness Coaches" and after school collaboration training and meetings. Special Education staff has been provided opportunities to support the development of IEPs to best meet the needs of the students and to support additional services. Extracurricular programs have been expanded to include athletics, VAPA, and a new Intermediate Speech and Debate program offered at all Intermediate and K-8 schools has been implemented. Project based learning continues to be a focus at identified schools, namely Advanced Learning Academy, Spurgeon Intermediate, and Godinez HS. Students have the opportunity to display their projects in special events. Library hours have been extended at all intermediate schools and some elementary schools. Integration of technology in all grades is complete this year with 1:1 access at all schools. Visual and Performing Arts (VAPA) programs been expanded in all schools. Foster students are provided additional support through the District Foster Liaison who meets with students to ensure academic progress and social emotional need are met.

Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.	Goal 2: Based on the outcome data, it is evident that the actions are resulting in positive results for our students. Students are benefiting from positive educational engagement activities as is reflected in the CHKS Survey. Student engagement in extracurricular programs such as VAPAs, have been expanded, thereby offering our student will additional opportunity to participate in extended learning. Implementation of Project Based Learning continues to be expanded to support the need to develop 21st century skills. The District foster and migrant student liaisons provide extensive support to students to ensure needs are met both academically and socially. Parent involvement and engagement is at an all- time high with large participation in many Site and District sponsored events.
Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.	Material variances include increase of $1.2 million for approved site one-time funds plans, $4.0 million increase for technology refresh for grades 3, 11 and 12, and the addition of budgeted carryover from 15/16.
Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.	Goal 2: After review of our outcome data and reviewing the needs of our students, we continue to focus on the rich cultural backgrounds our students bring with them every day. New this year in the LCAP is an action to expand dual language and Bilingual programs in our schools to better support biliteracy in our community (Goal 2, Action 2.8). We have had an excellent result in the award of the Seal of Biliteracy at graduation and our students are proud of this accomplishment. For Metric 2c, the highly qualified teacher metric was revised to report total teacher misassignments due to the transition from NCLB reporting to align with CA School dashboard.

Annual Update

LCAP Year Reviewed: 2016-17

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed.

Goal 3

Students and staff will work in a healthy, safe, and secure environment that supports learning

State and/or Local Priorities Addressed by this goal:

STATE	☒	1	☒	2	☒	3	☐	4	☒	5	☒	6	☒	7	☐	8
COE	☐	9	☐	10												
LOCAL																

ANNUAL MEASURABLE OUTCOMES

EXPECTED

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)

ACTUAL

3a: California Healthy Kids Survey (CHKS) | Percent of surveyed students who feel safe or very safe at school: Gr 5 77%, Gr 7 67%, Gr 9 60%, Gr 11 63%, Gr NT 66% (2015-16)

3b: California School Parent Survey (CSPS) | 93% 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) | 89% of surveyed staff indicating they Agree/Strongly agree that school is a safe place for students (2015-16)

3d: The total number of instructional days lost due to suspensions was 4,779 (2015-16)

3e: Expulsion Rates | Expulsion rate was 0.1% (2014-15)

3f: Parent Survey Data | 15,965 parents participated in the annual survey (2015-16)

3g: Facilities Inspection Tool | All schools met the exemplary or good standard on the FIT survey (2015-16)

3h: Suspension Rates | The suspension rate was 3.6% (2014-15)

3i: Parent Engagement | Hosted monthly (Sept-June) Community Advisory Committee meetings to engage parents of students with disabilities (2015-16)

3i: Parent Engagement | Host monthly (Sept-June) Community Advisory Committee meetings to engage parents of students with disabilities (2015-16)

ACTIONS / SERVICES

Duplicate the Actions/Services from the prior year LCAP and complete a copy of the following table for each. Duplicate the table as needed.

Action 1

	PLANNED	ACTUAL
Actions/Services	3.1: Provide adult supervision/staff during transition periods.	School site administrators provide supervision during all transition periods, before school, passing periods, lunch and after school egress. Adult Activity supervisors, District Security Officers and School Resource Officers are provided at all schools (respectively) to provide supervision during out of classroom and transition periods during the school day.
Expenditures	BUDGETED $4,134,015 LCFF sources	ESTIMATED ACTUAL $4,140,967 LCFF sources

Action 2

	PLANNED	ACTUAL
Actions/Services	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).	All school events and community activities to engage students and families is fully supported with school site and district resources. Examples of large events are the Parent Conference (October), the School Choice Fair (November), College Fair (October) Speech and Debate tournaments (3 per year), Open house and Back to School nights., LGBT Student Symposium (March), RJ Student Conference (December)

		Additional Parent/Community Liaisons were hired to provide additional support for parent education and engagement. The Foster Youth and McKinney Vento liaisons ensure that students are monitored and provided intervention and support as needed.
Expenditures	BUDGETED $105,594 LCFF sources Title I, Part A	ESTIMATED ACTUAL $111,090 LCFF sources Title I, Part A

Action 3

Actions/Services	PLANNED 3.3: Establish processes that support maintaining current facilities (school safety and maintenance).	ACTUAL All school sites have clear protocols to ensure the schools are safe and clean for student use. School site administrators submit request for needed repair at schools.
Expenditures	BUDGETED $41,013,718 LCFF sources Ongoing & Major Maintenance Account Deferred Maintenance Civic Center Rental Fees Godinez Rental Fees	ESTIMATED ACTUAL $38,922,183 LCFF sources Ongoing & Major Maintenance Account Deferred Maintenance Civic Center Rental Fees Godinez Rental Fees

Action 4

Actions/Services	PLANNED 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.	ACTUAL Summer PD with 40 site administrators to learn and use elements of design thinking to curate welcome centers and learning spaces. Teacher Induction and professional Support partners with Parent/community liason and Centro Comunitario as well as Santa Ana businesses, to introduce new teacher to the Santa Ana businesses.

		Schools have worked with community agencies to provide professional delelopment for administrators and teachers to better support LGBTQ students in our District. SAUSD Board issued a proclamation to support Safe Schools for our children of immigrant parents who may be affected by the changes in immigration actions. Schools have utilized site funds to acquire community support to support violence prevention and restorative practices
Expenditures	BUDGETED $62,347,403 LCFF sources Title I, Part A MediCal Administrative Activities (MAA) Self-Insurance Fund Local sources	ESTIMATED ACTUAL $59,924,486 LCFF sources Title I, Part A MediCal Administrative Activities (MAA) Self-Insurance Fund Local sources

Action **5**

Actions/Services	PLANNED 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.	ACTUAL Attainment of i3 grant award of $3,000,000 to address socio-emotional learning and PBIS implementation over the next three years. Participated in school-wide PBIS program that include student recognition, incentive programs and raffles to help motivate and cultivate a positive school culture. In comparison to YTD January 2015 and YTD 2016, we have had 633 fewer days lost as a result of suspensions resulting in a 27% reduction from last school year. January YTD, we have had 46.7% reduction in expulsions from 15 to 8, this school year. All school sites received additional resources to provide additional intramural sports programs at the K-8 and intermediate schools. Engage 360 the after school program, provides extended learning by offering homework support, VAPA activities and Physical Education/Athletics. The School Climate Committee continues to meet monthly and has been expanded to include additional community

		agencies who are partnering with us to provide Restorative Practice strategies for students and staff.
Expenditures	BUDGETED $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 & Safe Neighborhood	ESTIMATED ACTUAL $60,170,148 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 & Safe Neighborhood

Action 6

Actions/Services	PLANNED 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.).	ACTUAL Parent and Community Liaisons, school counselors and site administrators provide school level support to assist parents in setting up and accessing the parent portal throughout the school year. The Educational technology department provides monthly classes to parent leaders to return to their schools to support parent at their sites.
Expenditures	BUDGETED $725,238 LCFF sources	ESTIMATED ACTUAL $738,154 LCFF sources

Action 7

Actions/Services	PLANNED 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,	ACTUAL District Wide Parent Conference and Resource Fair was held on October 1, 2016 and provided workshops for over 800 parents. Transportation and childcare was provided. School sites received additional resources to provide parenting education programs at individual School sites. Parent programs include: Padres Unidos, Raising Highly Capable Kids, Grip Greeters, ESL Classes disciplina Positiva,

	offering health fairs, and providing finger printing for parent volunteers. Support these efforts with transportation and childcare.	padres in Accion, Rosetta Stone, CABE Project to Inspire, Grupo Crecer, Padres on a Mission, PIQE, Strengthening Families, Padres Promotores, Hijos Altamente Capaces, Alcohol and Other Drugs prevention program, Madres Unidas, Padre a Padre Bright Future for Kids, Computer Classes, Parents Creating Change. Structured recess provided at SAUSD elementary school through the Kid Healthy and utilized parent volunteers to teach the games and skills during lunch recess. Parent education liaisons meet monthly to work collaboratively to provide parents with resources.
Expenditures	BUDGETED $2,107,649 LCFF sources Title I, Part A	ESTIMATED ACTUAL $2,882,181 LCFF sources Title I, Part A

Action **8**

Actions/Services	PLANNED 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.	ACTUAL Specific education classes are provided for parents of EL students to support their children's' acquisition of early literacy. All parent education classes are offered in the primary language of the parent or translation services are provided. The ELAC at each school site designates a parent leader representative to attend each monthly DAC/DELAC meeting to learn about programs to support English learners in their schools. SAUSD employs Spanish and Vietnamese translators to provide translation services at district meetings. Additionally, written communication is provided in the primary language. IEPs are translated for parents .
Expenditures	BUDGETED $54,436	ESTIMATED ACTUAL $322,096

	LCFF sources Title I, Part A	LCFF sources Title I, Part A

Action 9

Actions/Services	PLANNED 3.9: Redesignated Fluent English Proficient (RFEP) students will receive services including, but not limited to, the services provided to all low-income students.	ACTUAL After school enrichment and strategic tutorials are provided to students at all schools on an as needed basis. All RFEP students are provided access to all categorically funded resources and program designed to support student with improving academic achievement and college and career readiness. RFEP monitoring is implemented to ensure students that are reclassified receive intervention services as needed. Student are monitored each semester for 2 years from their reclassification date.
Expenditures	BUDGETED $183,600 Title III, LEP	ESTIMATED ACTUAL $179,713 Title III, LEP

Action 10

Actions/Services	PLANNED 3.10: Support the enhancement of school climate through smooth operations and processes.	ACTUAL All schools received differentiated training on implementation of tiered system of supports relevant to their individual implementation. All schools completed the PBIS Self-Assessment Survey (SAS)and utilized data to inform intervention framework and organization.
Expenditures	BUDGETED $51,842,480 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	ESTIMATED ACTUAL $92,162,497 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)	Debt Service Fund: QZAB Solar Energy Debt Service Fund: Certificates of Participation (COP) California Clean Energy Jobs Act (Prop 39)

Action **11**

Actions/Services	PLANNED 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.	ACTUAL Board Policies and Administrative Regulations have been reviewed annually to ensure the most recent legislation is included related to discipline. The Student handbook is available in home languages and is posted on the school and district website
Expenditures	BUDGETED $14,350 LCFF Sources	ESTIMATED ACTUAL $386,955 LCFF Sources

ANALYSIS

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed.

Use actual annual measurable outcome data, including performance data from the LCFF Evaluation Rubrics, as applicable.

Describe the overall implementation of the actions/services to achieve the articulated goal.	Goal 3 – Students and staff will work in a healthy, safe and secure environment that supports learning. The implementation of the actions to achieve the articulated goal have been successful. All areas have been addressed over the last three years and have resulted in deeper implementation to develop long term structures to support safe and secure campuses at all levels. Student safety is a priority. Supervision is provided by site administrators, teachers and Activity supervisors. Additionally, District Security Officers and School Police officers are on duty at intermediate and high school sites. School and District events are scheduled regularly, and are offered for parent and community involvement. Facilities are maintained and in excellent repair. PBIS and RP workshops are provided by the School Climate Department to school site teams to ensure implementation with fidelity and support the improvement in school climate resulting in the reduction of suspensions and expulsions. Intramural sports have been expanded at all school sites. Parent education programs are offered at all school sites has resulted in improved and parent leadership and voice. The School Climate Committee continues to meet monthly to address District needs.

Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.	Our metrics and data reflect that the schools and district climate have improved. Suspension and expulsions have been reduced significantly with the implementation of PBIS and Restorative Practices. Attendance has increased. At student LCAP sessions, students have expressed appreciation for the supports they receive. Additionally, our community partners and parents of the School Climate Committee have reported at the State level to report out our positive results. SAUSD was recognized by the CDE as a Model SARB District for our work in bringing students back to school. We will continue to focus on reduction in suspension at specific schools through providing additional professional development. We will also utilize the additional resources provide through the i3 awarded grant funds to increase support to schools through building positive relationships with school personnel. Comprehensive Mental health services are provided to all schools to ensure that students SEL needs are met.
Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.	Material variances include increase of $38 million for capital outlay projects at various sites, $6.7 million increase for food service fund, and the addition of budgeted carryover from 15/16.
Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.	As our results have been positive in providing safe and secure campuses, we will maintain actions as noted for goal 3 and will continue to address the need of our students and families as needs arise. The work of the i3 Grant Award will provide additional resources to schools to ensure that schools have access to supports in the implementation of PBIS and Restorative Practice strategies. Community partnerships will be expanded to engage our business partners and invite them into our schools to offer new opportunities for students.

Stakeholder Engagement

LCAP Year ☒ 2017–18 ☐ 2018–19 ☐ 2019–20

INVOLVEMENT PROCESS FOR LCAP AND ANNUAL UPDATE

How, when, and with whom did the LEA consult as part of the planning process for this LCAP/Annual Review and Analysis?

The Santa Ana Unified School District values stakeholder engagement to inform decisions related to the Local Control Accountability Plan. The LCAP committee, comprised of administrators and staff have worked collaboratively to ensure outreach and fidelity to the process. Engagement includes the dissemination of information, reflection on implementation and revision of implementation practice

Parent and Community Engagement:

During the months of November through January 2017, 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 approximate attendance of over 6,000 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. Parents maintained the need for safe schools, student enrichment activities and parent education programs.

In addition to the formal LCAP meetings held at each school and within the District, each school holds monthly parent meetings to engage parents. Additionally parent are offered opportunity to engage with each other and school site staff by participating in formal learning and leadership opportunities offered in collaboration with schools and community partners such as Padres Unidos, Padres Promotores, Disciplina Positiva, Parents for Quality Education (PIQE) and Padres en Accion, to name a few. hundreds of parents attend meetings and support our schools as volunteers and supporting partners for their children.

The Parent Engagement Framework and parent engagement rubric is in the DRAFT stage and is expected to be provided to all schools in the fall 2017, to have a consistent measure of parent engagement.

Internal Stakeholder Engagement:

In addition to providing opportunity for staff to attend the parent and community members' meetings, an individual meeting both the Santa Ana Educators Association (SAEA), the Classified School Employees Association (CSEA) and the School Police Officers Association (SASPOA) were held to provide opportunity for staff to speak freely and make recommendations for next steps. After reviewing data and metrics, the groups were asked specific "next step" questions. Teachers suggested that there is a need for new instructional materials aligned to the state standards. Additionally, they requested support and professional development in the integration of technology and in restorative practice strategies. Classified staff recommended that we continue to support students through increased after school intervention and library time. Our School Police representative expressed a desire to partiicpate in professional development to understant the Restorative Practice strategies that are being utilized in the schools.

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, we continued our efforts to integrate student voice and participation in the LCAP input and discussion process at the high school level. We hosted a student engagement event we called Truth 2 Power, which brought in 250 total students from all of our high schools, to discuss their experiences, challenges, and suggestions for improvement. Approximately 400 additional students participated in the event via the LiveStream. Students related experiences of their personal life challenges, speaking publicly about living in fear of deportation, living with the knowledge that both parents are incarcerated, and yet providing

hopeful messages and support to siblings and friends in the desire to succeed in college. The opportunity provided the students with an experience to relay their hopes and dreams, and know that the adults in the room were there to listen and to work to remove barriers and provide needed support.

Elementary LCAP Summary

As of March 31, 2017, 25 4th or 5th grade classrooms across the district engaged in the Elementary LCAP lesson. These lessons were conducted by District Office staff with support from site administrators. The schools represented in the follow summary include:
Adams, Jefferson, Garfield, Hoover Kennedy, Monroe, Davis, Monte Vista, Thorpe and King

Overall, elementary students expressed that they enjoy what they are learning in school. Math was a common theme that came up in all classrooms. Students expressed that they liked what they were learning in math but also that they needed more help with math. Writing and reading were also mentioned as subjects in which students needed more help. When students were asked about how they like to learn, a majority of the classrooms discussed that they like when the teacher provides a demonstration and also when the students can collaborate with partners. A few classrooms mentioned Project Based Learning as a preferred way to learn. They like working with technology such as JiJI and Lexia. Several of the classrooms also reported the need for tutoring and extra support with homework

Elementary students report that they like extracurricular activities. Common themes across all classrooms include Playworks, Engage 360, afterschool sports such as soccer, Chess Club, field trips such as Starbase, summer enrichment, and Saturday WIN program. When asked how they would like to see these opportunities expanded, most of the classrooms reported that students would like more clubs, especially related to art and sports. They also mentioned that they would like more field trips, with specific mention of those trips related to science.
In terms of students having what they need to complete their homework at home, the responses were varied, with some classrooms reporting that students have what they need and others expressed that they needed school supplies like scissors, glue, electric sharpeners, and headphones. Many classrooms reported students need access to the internet at home. They also mentioned their desire to bring their Chromebooks home and the need for more Chromebook chargers and headphones.

Future Process:

LCAP 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 2017, after Smarter Balanced Assessment Consortium (SBAC) and other data are reported. In November 2017, 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.

Information from all of the Stakeholder meetings has been documented and 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.

Approval Process

May 01, 2017 – LCAP presented to County Office of Education for Review
May 23, 2017 - LCAP and Budget overview will be presented to the Board of Education in general session.
May 26, 2017 - LCAP posted on the district website for public input.
June 06, 2017 - LCAP and Budget Board Study Session
June 13, 2017 - LCAP will be presented during the Public Hearing at the Board Education meeting.
June 27, 2017 - LCAP and Budget will be submitted to the Board of Education for final approval.
June 28, 2017 - LCAP will be submitted to the Orange County Department of Education.

The final data metrics will be reviewed in September 2017 with all stakeholders to adjust and to begin the revision of the next LCAP for 2018-19 school year

IMPACT ON LCAP AND ANNUAL UPDATE

How did these consultations impact the LCAP for the upcoming year?

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.

Overall, the top priority for parents as we look at the revision to the Local 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.

Direct impact on the LCAP is evident in the following goals and actions:
Goal 1, Action 1.10: Provide extended learning opportunities by expanding before, after and Saturday school programs, tutoring academic and enrichment summer school programs. Parents want additional services for their children after school and beyond.
Goal 1, Action 1.3: This action has been modified to increase access to Dual Enrollment at SAC in response to request for additional college access at Century, Godinez, and ALA
Goal 1, Action 1:1: Provide equitable student access to rigorous standards based instructional materials . Teachers advocated for new adoptions of instructional materials .
Goal 2, Action 2.8: This action has been added new this year to focus on and increase Dual Immersion/Bilingual programs in schools to support students' biliteracy.
Goal 3, Action 3.4: Community voice advocated for addition of the LGBTQ students to be identified in this action to ensure continued support for this student population.

SAEA, CSEA and SASPOA Members agreed 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 standards and integration of digital learning and technology integration.

Students spoke of the need to provide understanding and support of the lives they live each day. The impact on the LCAP is that students need opportunity to continue to have opportunity to learn and achieve at high levels. Students need to be treated with respect and individually to achieve goals. We continue to work to provide students with opportunity to personalized learning through the development of college and career pathways and virtual learning programs at each of the high schools. 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.

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.

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.

Goals, Actions, & Services

Strategic Planning Details and Accountability

Complete a copy of the following table for each of the LEA's goals. Duplicate the table as needed.

☐ New ☐ Modified ☒ Unchanged

Goal 1

All students will demonstrate the knowledge, skills, and values necessary to become productive citizens in the 21st century.

State and/or Local Priorities Addressed by this goal:

STATE ☐ 1 ☒ 2 ☐ 3 ☒ 4 ☒ 5 ☐ 6 ☒ 7 ☒ 8
COE ☐ 9 ☐ 10
LOCAL

Identified Need

Based on the outcomes of State and District internal metrics, our students need and deserve additional supports and opportunities with a focus on early literacy, numeracy and personalized learning, to gain the knowledge, skills, and values to become productive citizens in the 21st century.

EXPECTED ANNUAL MEASURABLE OUTCOMES

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
Early Literacy | Percent (%) of 3rd graders will be at grade level reading proficiency (foundational skills) as measured by DIBELS Next	Early Literacy | 37.0% of 3rd graders are at grade level reading proficiency (foundational skills) as measured by DIBELS Next (Spring 2017)	Early Literacy | 40.0% of 3rd graders will be at grade level reading proficiency (foundational skills) as measured by DIBELS Next (Spring 2018)	Early Literacy | 43.0% of 3rd graders will be at grade level reading proficiency (foundational skills) as measured by DIBELS Next (Spring 2019)	Early Literacy | 46.0% of 3rd graders will be at grade level reading proficiency (foundational skills) as measured by DIBELS Next (Spring 2020)
EL Redesignation | Percent (%) of EL students will be reclassified with five (5) years of entering an EL program	EL Redesignation | 64.2% of EL students were reclassified with five (5) years of entering an EL program (2015-16)	EL Redesignation | 68.0% of EL students will be reclassified with five (5) years of entering an EL program (2016-17)	EL Redesignation | 70.0% of EL students will be reclassified with five (5) years of entering an EL program (2017-18)	EL Redesignation | 73.0% of EL students will be reclassified with five (5) years of entering an EL program (2018-19)
English Learner Progress Indicator (ELPI) per the California School Dashboard	ELPI | Performance Level of Yellow (Medium Status, Maintained Change) (2014-15)	ELPI | Performance Level of Green (Medium Status, Increased Change) (2015-16)	ELPI | Performance Level of Green (Medium Status, Increased Change) (2016-17)	ELPI | Performance Level of Green (Medium Status, Increased Change) (2017-18)
Academic Indicator per the California School Dashboard for grades 3-8 for ELA and Math	Academic Indicator | ELA Performance Level of Yellow (Low Status, Increased Change) (2015-16) | Math Performance	Academic Indicator | ELA Performance Level of Yellow (Low Status, Increased Change) (2016-17) | Math Performance	Academic Indicator | ELA Performance Level of Yellow (Low Status, Increased Change) (2017-18) | Math Performance	Academic Indicator | ELA Performance Level of Green (Medium Status, Increased Significantly Change) (2018-19)

	Level of Yellow (Low Status, Maintained Change) (2015-16)	Level of Yellow (Low Status, Increased Change) (2016-17)	Level of Yellow (Low Status, Increased Significantly Change) (2017-18)	| Math Performance Level of Green (Medium Status, Increased Significantly Change) (2018-19)
Algebra Readiness | Percent (%) of 8th graders will score at or above a MAP RIT score of 230 (Spring)	Algebra Readiness | 37.5% of 8th graders scored at or above a MAP RIT score of 230 (Spring 2017)	Algebra Readiness | 41.0% of 8th graders will score at or above a MAP RIT score of 230 (Spring 2018)	Algebra Readiness | 44.0% of 8th graders will score at or above a MAP RIT score of 230 (Spring 2019)	Algebra Readiness | 47.0% of 8th graders will score at or above a MAP RIT score of 230 (Spring 2020)
Algebra Proficiency | Percent (%) of 9th graders will score at or above a MAP RIT score of 235 (Spring)	Algebra Proficiency | 31.5% of 9th graders scored at or above a MAP RIT score of 235 (Spring 2017)	Algebra Proficiency | 35.0% of 9th graders will score at or above a MAP RIT score of 235 (Spring 2018)	Algebra Proficiency | 38.0% of 9th graders will score at or above a MAP RIT score of 235 (Spring 2019)	Algebra Proficiency | 41.0% of 9th graders will score at or above a MAP RIT score of 235 (Spring 2020)
AP Course access | Percent (%) of HS students will be enrolled in at least one AP course during the academic year	AP Course access | 27.5% of HS students were enrolled in at least one AP course during the academic year (2015-16)	AP Course access | 30.0% of HS students will be enrolled in at least one AP course during the academic year (2016-17)	AP Course access | 33.0% of HS students will be enrolled in at least one AP course during the academic year (2017-18)	AP Course access | 36.0% of HS students will be enrolled in at least one AP course during the academic year (2018-19)
AP Passage | The percentage (%) of Grade 12 students who have attempted and passed one or more AP exams	AP Passage | The percentage (%) of Grade 12 students who have attempted and passed one or more AP exams was 54.0% (2015-16)	AP Passage | Increase the percentage (%) of Grade 12 students who have attempted and passed one or more AP exams to 57.0% (2016-17)	AP Passage | Increase the percentage (%) of Grade 12 students who have attempted and passed one or more AP exams to 60.0% (2017-18)	AP Passage | Increase the percentage (%) of Grade 12 students who have attempted and passed one or more AP exams to 63.0% (2018-19)
High School Graduation | High school cohort graduation rate	High School Graduation | The high school cohort graduation rate is 91.6% (2015-16)	High School Graduation | Increase the high school cohort graduation rate to 92.5% (2016-17)	High School Graduation | Increase the high school cohort graduation rate to 93.5% (2017-18)	High School Graduation | Increase the high school cohort graduation rate to 94.5% (2018-19)
A-G Course Completion | Percent (%) of graduates will meet UC/CSU A-G course requirements	A-G Course Completion | 42.3% of graduates met UC/CSU A-G course requirements (2015-16)	A-G Course Completion | 44.0% of graduates will meet UC/CSU A-G course requirements (2016-17)	A-G Course Completion | 46.0% of graduates will meet UC/CSU A-G course requirements (2017-18)	A-G Course Completion | 48.0% of graduates will meet UC/CSU A-G course requirements (2018-19)
CTE Pathway Completion | % of Grade 12 students who have completed a CTE Pathway	CTE Pathway Completion | 39.6% of Grade 12 students have completed a CTE Pathway (2015-16)	CTE Pathway Completion | 45.0% of Grade 12 students will have completed a CTE Pathway (2016-17)	CTE Pathway Completion | 50.0% of Grade 12 students will have completed a CTE Pathway (2017-18)	CTE Pathway Completion | 55.0% of Grade 12 students will have completed a CTE Pathway (2018-19)
College Readiness | Percent (%) of 11th grade students will be college ready or conditional status in ELA (SBAC) | Percent (%) of 11th grade students will be at college ready or conditional status in Math (SBAC)	College Readiness | 41% of 11th grade students are college ready or conditional status in ELA (SBAC 15-16) | 19% of 11th grade students are at college ready or conditional status in Math (SBAC 15-16)	College Readiness | 44% of 11th grade students will be college ready or conditional status in ELA (SBAC 16-17) | 22% of 11th grade students will be at college ready or conditional status in Math (SBAC 16-17)	College Readiness |47% of 11th grade students will be college ready or conditional status in ELA (SBAC 17-18) | 25% of 11th grade students will be at college ready or conditional status in Math (SBAC 17-18)	College Readiness | 50% of 11th grade students will be college ready or conditional status in ELA (SBAC 18-19) | 28% of 11th grade students will be at college ready or conditional status in Math (SBAC 18-19)

Enrollment in Post-Secondary Education | Percent (%) of students will be enrolled in college at any time during the first year after high school	Enrollment in Post-Secondary Education | 70% of students were enrolled in college at any time during the first year after high school (Class of 2015)	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)	Enrollment in Post-Secondary Education | 76% of students will be enrolled in college at any time during the first year after high school (Class of 2017)	Enrollment in Post-Secondary Education | 79% of students will be enrolled in college at any time during the first year after high school (Class of 2018)
Post-Secondary Persistency | Percent (%) of graduates enrolled in post-secondary education persisted into their second year of school	Post-Secondary Persistency | 78% of graduates enrolled in post-secondary education persisted into their second year of school (Class of 2014)	Post-Secondary Persistency | 82% of graduates enrolled in post-secondary education will persist into their second year of school (Class of 2015)	Post-Secondary Persistency | 86% of graduates enrolled in post-secondary education will persist into their second year of school (Class of 2016)	Post-Secondary Persistency | 90% of graduates enrolled in post-secondary education will persist into their second year of school (Class of 2017)
College and Career Indicator (CCI) per the California School Dashboard	Baseline data will be available Fall 2017 for cohort 2015-16 students	To be completed after baseline data is available	To be completed after baseline data is available	To be completed after baseline data is available

PLANNED ACTIONS / SERVICES

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

Action 1

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☒ All ☐ Students with Disabilities ☐ [Specific Student Group(s)]

Location(s): ☒ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☐ English Learners ☐ Foster Youth ☐ Low Income

Scope of Services: ☐ LEA-wide ☐ Schoolwide OR ☐ Limited to Unduplicated Student Group(s)

Location(s): ☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

ACTIONS/SERVICES

2017-18 **2018-19** **2019-20**

☐ New ☒ Modified ☐ Unchanged	☐ New ☐ Modified ☒ Unchanged	☐ New ☐ Modified ☒ Unchanged
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.	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.	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.

BUDGETED EXPENDITURES

	2017-18	2018-19	2019-20
Amount	14,481,190	15,171,308	15,521,412
Budget Reference	LCFF sources Lottery: Instructional Materials Object Categories: 2000 1,526,578 3000 721,344 4000 10,161,673 5000 1,683,095 6000 388,500	LCFF sources Lottery: Instructional Materials Object Categories: 2000 1,599,329 3000 755,720 4000 10,645,940 5000 1,763,305 6000 407,014	LCFF sources Lottery: Instructional Materials Object Categories: 2000 1,607,773 3000 759,710 4000 10,702,151 5000 1,772,615 6000 409,163

Action **2**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☒ All ☐ Students with Disabilities ☐ [Specific Student Group(s)]

Location(s): ☒ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☐ English Learners ☐ Foster Youth ☐ Low Income

Scope of Services ☐ LEA-wide ☐ Schoolwide OR ☐ Limited to Unduplicated Student Group(s)

Location(s) ☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

ACTIONS/SERVICES

2017-18	2018-19	2019-20
☐ New ☒ Modified ☐ Unchanged	☐ New ☐ Modified ☒ Unchanged	☐ New ☐ Modified ☒ Unchanged
1.2: Continue administration of progress monitoring (growth) assessments for all academic programs.	1.2: Continue administration of progress monitoring (growth) assessments for all academic programs.	1.2: Continue administration of progress monitoring (growth) assessments for all academic programs.

BUDGETED EXPENDITURES

	2017-18	2018-19	2019-20
Amount	3,067,505	3,213,690	3,230,658
Budget Reference	LCFF sources Title I, Part A Object Category: 1000 695,754 2000 721,301 3000 504,590 4000 149,500 5000 996,360	LCFF sources Title I, Part A Object Category: 1000 728,910 2000 755,675 3000 528,637 4000 156,625 5000 1,043,843	LCFF sources Title I, Part A Object Category: 1000 732,759 2000 759,665 3000 531,428 4000 157,452 5000 1,049,354

Action 3

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served ☒ All ☐ Students with Disabilities ☐ [Specific Student Group(s)]

Location(s) ☐ All Schools ☐ Specific Schools: ☒ Specific Grade spans: 9-12

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☐ English Learners ☐ Foster Youth ☐ Low Income

Scope of Services: ☐ LEA-wide ☐ Schoolwide OR ☐ Limited to Unduplicated Student Group(s)

Location(s): ☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

ACTIONS/SERVICES

2017-18	2018-19	2019-20
☐ New ☒ Modified ☐ Unchanged	☐ New ☐ Modified ☒ Unchanged	☐ New ☐ Modified ☒ Unchanged
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 and Early College.	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 and Early College.	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 and Early College.

BUDGETED EXPENDITURES

2017-18	2018-19	2019-20
Amount: 235,262	Amount: 246,473	Amount: 247,774
Budget Reference: LCFF sources Title I, Part A Object Category: 1000 142,819 2000 4,369 3000 51,374 4000 23,694 5000 13,006	Budget Reference: LCFF sources Title I, Part A Object Category: 1000 149,625 2000 4,577 3000 53,822 4000 24,823 5000 13,626	Budget Reference: LCFF sources Title I, Part A Object Category: 1000 150,415 2000 4,601 3000 54,106 4000 24,954 5000 13,698

Action 4

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☐ All ☐ Students with Disabilities ☐ [Specific Student Group(s)]

Location(s): ☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☒ English Learners ☒ Foster Youth ☒ Low Income

Scope of Services: ☒ LEA-wide ☐ Schoolwide OR ☐ Limited to Unduplicated Student Group(s)

Location(s): ☐ All Schools ☐ Specific Schools: ☒ Specific Grade spans: 6-12

ACTIONS/SERVICES

2017-18	2018-19	2019-20
☐ New ☒ Modified ☐ Unchanged	☐ New ☐ Modified ☒ Unchanged	☐ New ☐ Modified ☒ Unchanged
1.4: Implement actions as noted in the Equal Opportunity Audit - Blueprint for Action and College and Career Readiness Plan.	1.4: Implement actions as noted in the Equal Opportunity Audit - Blueprint for Action and College and Career Readiness Plan.	1.4: Implement actions as noted in the Equal Opportunity Audit- Blueprint for Action and College and Career Readiness Plan.

BUDGETED EXPENDITURES

	2017-18	2018-19	2019-20
Amount	812,823	851,560	856,055
Budget Reference	College Readiness Block Grant Object Category: 1000 145,225 2000 26,487	College Readiness Block Grant Object Category: 1000 152,146 2000 27,749	LCFF sources Object Category: 1000 152,949 2000 27,896

2017-18	2018-19	2019-20
3000 51,111 4000 10,000 5000 580,000	3000 53,547 4000 10,477 5000 607,641	3000 53,829 4000 10,532 5000 610,849

Action 5

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☐ All ☐ Students with Disabilities ☐ [Specific Student Group(s)]

Location(s): ☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☒ English Learners ☒ Foster Youth ☒ Low Income

Scope of Services: ☒ LEA-wide ☐ Schoolwide OR ☐ Limited to Unduplicated Student Group(s)

Location(s): ☒ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

ACTIONS/SERVICES

2017-18	2018-19	2019-20
☐ New ☒ Modified ☐ Unchanged	☐ New ☐ Modified ☒ Unchanged	☐ New ☐ Modified ☒ Unchanged
1.5: Ensure access for low-income pupils to the core instructional program by increasing access to early childhood education, full day kinder at pilot schools, age appropriate literacy and numeracy programs, supports, and interventions (e.g., AVID, credit recovery)	1.5: Ensure access for low-income pupils to the core instructional program by increasing access to early childhood education, full day kinder at pilot schools, age appropriate literacy and numeracy programs, supports, and interventions (e.g., AVID, credit recovery)	1.5: Ensure access for low-income pupils to the core instructional program by increasing access to early childhood education, full day kinder at pilot schools, age appropriate literacy and numeracy programs, supports, and interventions (e.g., AVID, credit recovery)

BUDGETED EXPENDITURES

2017-18	2018-19	2019-20

Amount	1,742,038	Amount	1,825,057	Amount	1,834,693
Budget Reference	LCFF sources Title I, Part A Object Category: 1000 331,025 2000 727,379 3000 133,384 4000 5,677 5000 544,573	Budget Reference	LCFF sources Title I, Part A Object Category: 1000 346,801 2000 762,043 3000 139,740 4000 5,948 5000 570,525	Budget Reference	LCFF sources Title I, Part A Object Category: 1000 348,632 2000 766,066 3000 140,478 4000 5,979 5000 573,538

Action 6

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☐ All ☐ Students with Disabilities ☐ [Specific Student Group(s)]

Location(s): ☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☒ English Learners ☒ Foster Youth ☒ Low Income

Scope of Services: ☐ LEA-wide ☒ Schoolwide OR ☐ Limited to Unduplicated Student Group(s)

Location(s): ☐ All Schools ☒ Specific Schools: All High Schools ☐ Specific Grade spans:

ACTIONS/SERVICES

2017-18	2018-19	2019-20
☐ New ☒ Modified ☐ Unchanged	☐ New ☐ Modified ☒ Unchanged	☐ New ☐ Modified ☒ Unchanged

1.6: Provide equity of access to Advanced Placement (AP) course options, AP training for teachers, and AP summer boot camp, and continue implementation of the International Baccalaureate (IB) program.	1.6 Provide equity of access to Advanced Placement (AP) course options, AP training for teachers, and AP summer boot camp, and continue implementation of the International Baccalaureate (IB) program.	1.6: Provide equity of access to Advanced Placement (AP) course options, AP training for teachers, and AP summer boot camp, and continue implementation of the International Baccalaureate (IB) program.

BUDGETED EXPENDITURES

	2017-18	2018-19	2019-20
Amount	1,668,232	1,747,732	1,756,961
Budget Reference	LCFF sources Object Category: 1000 483,887 3000 150,345 4000 74,900 5000 959,100	LCFF sources Object Category: 1000 506,947 3000 157,509 4000 78,469 5000 1,004,807	LCFF sources Object Category: 1000 509,624 3000 158,341 4000 78,884 5000 1,010,112

Action 7

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☒ All ☐ Students with Disabilities ☐ [Specific Student Group(s)]

Location(s): ☒ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☐ English Learners ☐ Foster Youth ☐ Low Income

Scope of Services: ☐ LEA-wide ☐ Schoolwide OR ☐ Limited to Unduplicated Student Group(s)

Location(s): ☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

ACTIONS/SERVICES

2017-18	2018-19	2019-20
☐ New ☒ Modified ☐ Unchanged	☐ New ☐ Modified ☒ Unchanged	☐ New ☐ Modified ☒ Unchanged
1.7: Expand access to math and science programs by increasing Science Technology Engineering Arts Mathematics (STEM/STEAM) opportunities at all schools.	1.7: Expand access to math and science programs by increasing Science Technology Engineering Arts Mathematics (STEM/STEAM) opportunities at all schools.	1.7: Expand access to math and science programs by increasing Science Technology Engineering Arts Mathematics (STEM/STEAM) opportunities at all schools.

BUDGETED EXPENDITURES

	2017-18	2018-19	2019-20
Amount	1,475,165	1,545,464	1,553,625
Budget Reference	LCFF sources Title I, Part A Title II, Part A Local sources Object Category: 1000 689,992 3000 151,323 4000 44,600 5000 589,250	LCFF sources Title I, Part A Title II, Part A Object Category: 1000 722,875 3000 158,533 4000 46,725 5000 617,331	LCFF sources Title I, Part A Title II, Part A Object Category: 1000 726,692 3000 159,370 4000 46,972 5000 620,591

Action 8

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served	☐ All ☐ Students with Disabilities ☐ [Specific Student Group(s)]
Location(s)	☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☒ English Learners ☒ Foster Youth ☒ Low Income

Scope of Services: ☒ LEA-wide ☐ Schoolwide OR ☐ Limited to Unduplicated Student Group(s)

Location(s): ☐ All Schools ☒ Specific Schools: Secondary Schools ☐ Specific Grade spans:

ACTIONS/SERVICES

2017-18	2018-19	2019-20
☐ New ☒ Modified ☐ Unchanged	☐ New ☐ Modified ☒ Unchanged	☐ New ☐ Modified ☒ Unchanged
1.8: Increase availability of Career Technical Education (CTE) courses and academies at all secondary schools. Ensure all CTE courses are A-G approved to support college readiness.	1.8: Increase availability of Career Technical Education (CTE) courses and academies at all secondary schools. Ensure all CTE courses are A-G approved to support college readiness.	1.8: Increase availability of Career Technical Education (CTE) courses and academies at all secondary schools. Ensure all CTE courses are A-G approved to support college readiness.

BUDGETED EXPENDITURES

	2017-18	2018-19	2019-20
Amount	8,001,779	8,383,114	8,427,377
Budget Reference	LCFF sources Carl Perkins Irvine Mathematics Project - UCI Title I, Part A Gear Up IV (RSCC Fiscal Agent) California Career Pathways Trust Partnership Academies Supplementary Prgs-Specialized Secondary Object Category: 1000 2,838,185 2000 425,371 3000 1,004,947	LCFF sources Carl Perkins Irvine Mathematics Project - UCI Title I, Part A Gear Up IV (RSCC Fiscal Agent) California Career Pathways Trust Partnership Academies Supplementary Prgs-Specialized Secondary Object Category: 1000 2,973,442 2000 445,643 3000 1,052,839	LCFF sources Carl Perkins Irvine Mathematics Project - UCI Title I, Part A Gear Up IV (RSCC Fiscal Agent) California Career Pathways Trust Partnership Academies Supplementary Prgs-Specialized Secondary Object Category: 1000 2,989,142 2000 447,996 3000 1,058,398

4000 2,171,892 5000 1,309,860 7000 251,524	4000 2,275,396 5000 1,372,283 7000 263,511	4000 2,287,410 5000 1,379,529 7000 264,902

Action 9

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☐ All ☐ Students with Disabilities ☐ [Specific Student Group(s)]

Location(s): ☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☒ English Learners ☒ Foster Youth ☒ Low Income

Scope of Services: ☒ LEA-wide ☐ Schoolwide OR ☐ Limited to Unduplicated Student Group(s)

Location(s): ☒ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

ACTIONS/SERVICES

2017-18	2018-19	2019-20
☐ New ☒ Modified ☐ Unchanged	☐ New ☐ Modified ☒ Unchanged	☐ New ☐ Modified ☒ Unchanged
1.9: Continue to expand online/hybrid course availability to promotes choice at the secondary school level and to enhance personalized learning options across all grade levels, i.e.Flex 2.0.	1.9: Continue to expand online/hybrid course availability to promotes choice at the secondary school level and to enhance personalized learning options across all grade levels, i.e.Flex 2.0.	1.9: Continue to expand online/hybrid course availability to promotes choice at the secondary school level and to enhance personalized learning options across all grade levels, i.e. Flex 2.0.

BUDGETED EXPENDITURES

2017-18	2018-19	2019-20
Amount 464,269	Amount 486,394	Amount 488,962

Budget Reference	Budget Reference	Budget Reference
LCFF sources Title I, Part A Title II, Part A Object Category: 1000 143,111 3000 69,656 4000 6,000 5000 245,502	LCFF sources Title I, Part A Title II, Part A Object Category: 1000 149,931 3000 72,976 4000 6,286 5000 257,202	LCFF sources Title I, Part A Title II, Part A Object Category: 1000 150,723 3000 73,361 4000 6,319 5000 258,560

Action 10

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☐ All ☐ Students with Disabilities ☐ [Specific Student Group(s)]

Location(s): ☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☒ English Learners ☒ Foster Youth ☒ Low Income

Scope of Services: ☒ LEA-wide ☐ Schoolwide OR ☐ Limited to Unduplicated Student Group(s)

Location(s): ☒ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

ACTIONS/SERVICES

2017-18	2018-19	2019-20
☐ New ☒ Modified ☐ Unchanged	☐ New ☐ Modified ☒ Unchanged	☐ New ☐ Modified ☒ Unchanged
1.10: Support extended learning opportunities for low-income pupils by expanding before, after and Saturday	1.10: Support extended learning opportunities for low-income pupils by expanding before, after and Saturday	1.10: Support extended learning opportunities for low-income pupils by expanding before, after and Saturday

school programs, tutoring, academic and enrichment summer school programs, and transportation services.

school programs, tutoring, academic and enrichment summer school programs, and transportation services.

school programs, tutoring, academic and enrichment summer school programs, and transportation services.

BUDGETED EXPENDITURES

	2017-18	2018-19	2019-20
Amount	39,351,482	41,226,824	41,444,502
Budget Reference	LCFF sources Title I, Part A Title III, Immigrant Ed 21st Century ASSETS Before and After School Learning & Safe Neighborhood Kinder Readiness Program II Child Development Head Start Migrant Education Object Category: 1000 7,703,657 2000 8,771,594 3000 6,059,370 4000 978,930 5000 15,837,931	LCFF sources Title I, Part A Title III, Immigrant Ed 21st Century ASSETS Before and After School Learning & Safe Neighborhood Kinder Readiness Program II Child Development Head Start Migrant Education Object Category: 1000 8,070,784 2000 9,189,615 3000 6,348,136 4000 1,025,582 5000 16,592,707	LCFF sources Title I, Part A Title III, Immigrant Ed 21st Century ASSETS Before and After School Learning & Safe Neighborhood Kinder Readiness Program II Child Development Head Start Migrant Education Object Category: 1000 8,113,398 2000 9,238,136 3000 6,381,654 4000 1,030,997 5000 16,680,316

Action **11**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☐ All ☐ Students with Disabilities ☐ [Specific Student Group(s)]

Location(s): ☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☒ English Learners ☒ Foster Youth ☒ Low Income

Scope of Services ☒ LEA-wide ☐ Schoolwide OR ☐ Limited to Unduplicated Student Group(s)

Location(s) ☒ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

ACTIONS/SERVICES

2017-18	2018-19	2019-20
☐ New ☒ Modified ☐ Unchanged	☐ New ☐ Modified ☒ Unchanged	☐ New ☐ Modified ☒ Unchanged
1.11: Ensure the academic success of 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).	1.11: Ensure the academic success of 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).	1.11: Ensure the academic success of 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).

BUDGETED EXPENDITURES

2017-18		2018-19		2019-20	
Amount	2,000	Amount	2,095	Amount	2,106
Budget Reference	LCFF sources Object Category: 5000 2,000	Budget Reference	LCFF sources Object Category: 5000 2,095	Budget Reference	LCFF sources Object Category: 5000 2,106

Action **12**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served ☐ All ☐ Students with Disabilities ☐ [Specific Student Group(s)]

Location(s) ☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☒ English Learners ☐ Foster Youth ☐ Low Income

Scope of Services: ☒ LEA-wide ☐ Schoolwide OR ☐ Limited to Unduplicated Student Group(s)

Location(s): ☒ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

ACTIONS/SERVICES

2017-18	2018-19	2019-20
☐ New ☒ Modified ☐ Unchanged	☐ New ☐ Modified ☒ Unchanged	☐ New ☐ Modified ☒ Unchanged
1.12: Provide EL student services including, but not limited to, newcomer programs and summer English Language Development (ELD) academy.	1.12: Provide EL student services including, but not limited to, newcomer programs and summer English Language Development (ELD) academy.	1.12: Provide EL student services including, but not limited to, newcomer programs and summer English Language Development (ELD) academy.

BUDGETED EXPENDITURES

	2017-18	2018-19	2019-20
Amount	3,844,371	4,027,579	4,048,845
Budget Reference	LCFF sources Title I, Part A Title III, LEP Object Category: 1000 1,547,547 2000 815,214 3000 839,521 4000 641,589 5000 500	LCFF sources Title I, Part A Title III, LEP Object Category: 1000 1,621,297 2000 854,064 3000 879,529 4000 672,165 5000 524	LCFF sources Title I, Part A Title III, LEP Object Category: 1000 1,629,858 2000 858,573 3000 884,173 4000 675,714 5000 527

Action **13**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☐ All ☐ Students with Disabilities ☐ [Specific Student Group(s)]

Location(s): ☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☐ English Learners ☒ Foster Youth ☐ Low Income

Scope of Services: ☒ LEA-wide ☐ Schoolwide OR ☐ Limited to Unduplicated Student Group(s)

Location(s): ☒ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

ACTIONS/SERVICES

2017-18	2018-19	2019-20
☐ New ☒ Modified ☐ Unchanged	☐ New ☐ Modified ☒ Unchanged	☐ New ☐ Modified ☒ Unchanged
1.13: Provide foster students with appropriate levels of service to ensure academic success.	1.13: Provide foster students with appropriate levels of service to ensure academic success.	1.13: Provide foster students with appropriate levels of service to ensure academic success.

BUDGETED EXPENDITURES

	2017-18	2018-19	2019-20
Amount	50,000	52,383	52,659
Budget Reference	LCFF sources Object Category: 1000 5,000 3000 873 4000 43,127 5000 1,000	LCFF sources Object Category: 1000 5,238 3000 915 4000 45,182 5000 1,048	LCFF sources Object Category: 1000 5,266 3000 919 4000 45,421 5000 1,053

Action **14**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☐ All ☒ Students with Disabilities ☐ [Specific Student Group(s)]

Location(s): ☒ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☐ English Learners ☐ Foster Youth ☐ Low Income

Scope of Services: ☐ LEA-wide ☐ Schoolwide OR ☐ Limited to Unduplicated Student Group(s)

Location(s): ☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

ACTIONS/SERVICES

2017-18	2018-19	2019-20
☐ New ☒ Modified ☐ Unchanged	☐ New ☐ Modified ☒ Unchanged	☐ New ☐ Modified ☒ Unchanged
1.14: In addition to services provided to low income students, special education students will receive services and supports as listed in the Individualized Education Programs (IEPs).	1.14: In addition to services provided to low income students, special education students will receive services and supports as listed in the Individualized Education Programs (IEPs).	1.14: In addition to services provided to low income students, special education students will receive services and supports as listed in the Individualized Education Programs (IEPs).

BUDGETED EXPENDITURES

	2017-18	2018-19	2019-20
Amount	8,238,631	8,631,253	8,676,826
Budget Reference	LCFF Sources Special Education	LCFF Sources Special Education	LCFF Sources Special Education

2017-18	2018-19	2019-20
Department of Rehab: Workability II, Transition Partnership Object Category: 1000 3,124,879 2000 2,702,649 3000 2,411,103	Department of Rehab: Workability II, Transition Partnership Object Category: 1000 3,273,799 2000 2,831,447 3000 2,526,007	Department of Rehab: Workability II, Transition Partnership Object Category: 1000 3,291,085 2000 2,846,397 3000 2,539,344

Action **15**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☒ All ☐ Students with Disabilities ☐ [Specific Student Group(s)]

Location(s): ☒ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☐ English Learners ☐ Foster Youth ☐ Low Income

Scope of Services: ☐ LEA-wide ☐ Schoolwide OR ☐ Limited to Unduplicated Student Group(s)

Location(s): ☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

ACTIONS/SERVICES

2017-18	2018-19	2019-20
☒ New ☐ Modified ☐ Unchanged	☐ New ☐ Modified ☒ Unchanged	☐ New ☐ Modified ☒ Unchanged
1.15 Provide professional development for certificated and classified staff to support each of the activities identified in Goal I.	1.15 Provide professional development for certificated and classified staff to support each of the activities identified in Goal I.	1.15 Provide professional development for certificated and classified staff to support each of the activities identified in Goal I.

BUDGETED EXPENDITURES

2017-18		2018-19		2019-20	
Amount	5,215,992	Amount	5,464,566	Amount	5,493,420
Budget Reference	Educator Effectiveness IASA:Title I Basic Grants Low-Income and Neglected, Part A ITQ Improving Tchr Qlty UCI NCLB: Title II, Part B, CA Mathematics and Science Partnerships (CaMSP) Local Sources Title II-Part A Improving Teacher Quality LCFF Sources Object Categories: 1000 2,584,980 2000 48,435 3000 738,056 4000 1,626,593 5000 206,870 7000 11,058	Budget Reference	Educator Effectiveness IASA:Title I Basic Grants Low-Income and Neglected, Part A ITQ Improving Tchr Qlty UCI NCLB: Title II, Part B, CA Mathematics and Science Partnerships (CaMSP) Local Sources Title II-Part A Improving Teacher Quality LCFF Sources Object Categories: 1000 2,708,170 2000 50,743 3000 773,229 4000 1,704,110 5000 216,729 7000 11,585	Budget Reference	Educator Effectiveness IASA:Title I Basic Grants Low-Income and Neglected, Part A ITQ Improving Tchr Qlty UCI NCLB: Title II, Part B, CA Mathematics and Science Partnerships (CaMSP) Local Sources Title II-Part A Improving Teacher Quality LCFF Sources Object Categories: 1000 2,722,470 2000 51,011 3000 777,312 4000 1,713,108 5000 217,873 7000 11,646

Action 16

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☐ All ☐ Students with Disabilities ☐ [Specific Student Group(s)]

Location(s): ☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☒ English Learners ☒ Foster Youth ☒ Low Income

Scope of Services: ☐ LEA-wide ☒ Schoolwide OR ☐ Limited to Unduplicated Student Group(s)

Location(s)	☐ All Schools	☒ Specific Schools: Heroes Elementary, Hoover Elementary, King Elementary, Lowell Elementary, Sepulveda Elementary, Carr Intermediate, Lathrop Intermediate, Spurgeon Intermediate, Sierra Prep Acad., Willard Intermediate	☐ Specific Grade spans:

ACTIONS/SERVICES

2017-18	2018-19	2019-20
☒ New ☐ Modified ☐ Unchanged	☐ New ☐ Modified ☒ Unchanged	☐ New ☐ Modified ☒ Unchanged
1.16. Provide additional support to identified schools in the "Very Low" category, to improve achievement in ELA and Math.	1.16. Provide additional support to identified schools in the "Very Low" category, to improve achievement in ELA and Math	1.16. Provide additional support to identified schools in the "Very Low" category, to improve achievement in ELA and Math.

BUDGETED EXPENDITURES

	2017-18	2018-19	2019-20
Amount	606,237	635,128	638,481
Budget Reference	Title III, LEP Object Category: 1000 358,800 3000 247,437	Title III, LEP Object Category: 1000 375,899 3000 259,229	Title III, LEP Object Category: 1000 377,884 3000 260,598

Goals, Actions, & Services

Strategic Planning Details and Accountability

Complete a copy of the following table for each of the LEA's goals. Duplicate the table as needed.

☐ New ☐ Modified ☒ Unchanged

Goal 2

Students will have equitable access to high quality curricular and instructional program that is accessible from school and home.

State and/or Local Priorities Addressed by this goal:

STATE ☒ 1 ☒ 2 ☐ 3 ☐ 4 ☒ 5 ☐ 6 ☒ 7 ☐ 8
COE ☐ 9 ☐ 10
LOCAL

Identified Need

In order for our students to demonstrate measurable growth and to close the achievement gap, as measured by State and internal District assessments, they need equitable access to high quality curricular and instructional program that is accessible from school and home.

EXPECTED ANNUAL MEASURABLE OUTCOMES

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
Student access to technology | Percent (%) of students surveyed who indicate that they have access to Internet and wireless at home | Percent (%) of students surveyed who indicate that they have access to computers at home | Percent (%) of students who use computers daily at school as reported by surveyed teachers | The ratio of students to technology that is 4 years or newer | The ratio of students to "access for all" 1:1 access to mobile device	Student access to technology | 88% 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 | 68% of students use computers daily at school as reported by surveyed teachers | The ratio of students to technology that is 4 years or newer was 1.0 to 1.0 | The ratio of students to "access for all" 1:1 access to mobile device was 0.95 to 1.0. (2016-17)	Student access to technology | 89% of students surveyed will indicate that they have access to Internet and wireless at home | 91% 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 maintained at 1 to 1 or better | The ratio of students to "access for all" 1:1 access to mobile device will be maintained at 1 to 1 or better. (2017-18)	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 | 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 maintained at 1 to 1 or better | The ratio of students to "access for all" 1:1 access to mobile device will be maintained at 1 to 1 or better. (2018-19)	Student access to technology | 91% of students surveyed will indicate that they have access to Internet and wireless at home | 93% of students surveyed will indicate that they have access to computers at home | 85% 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 maintained at 1 to 1 or better | The ratio of students to "access for all" 1:1 access to mobile device will be maintained at 1 to 1 or better. (2019-20)
Extracurricular participation rates | Percent (%) of High School students who participate in more than one extracurricular activity |	Extracurricular participation rates | 50% of High School students participated in more than one extracurricular activity;	Extracurricular participation rates | 55% of High School students will participate in more than one extracurricular activity;	Extracurricular participation rates | 60% of High School students will participate in more than one extracurricular activity;	Extracurricular participation rates | 65% of High School students will participate in more than one extracurricular activity;

Percent (%) of Intermediate School students who participate in more than one extracurricular activity	46% of Intermediate School students participated in more than one extracurricular activity (Spring 2016)	51% of Intermediate School students will participate in more than one extracurricular activity (Spring 2017)	56% of Intermediate School students will participate in more than one extracurricular activity (Spring 2018)	61% of Intermediate School students will participate in more than one extracurricular activity (Spring 2019)
Teacher Assignments| Number/percentage of misassignments of teachers of English learners, total teacher misassignments, and vacant teacher positions	Teacher Assignments | 3 EL teachers missassigned, 9 total misassigned teachers (2016-17)	Teacher Assignments | 0 misassigned teachers (2017-18)	Teacher Assignments | 0 misassigned teachers (2018-19)	Teacher Assignments | 0 misassigned teachers (2019-20)
Standards-aligned Materials | Percent (%) of pupils that have standards-aligned instructional materials	Standards-aligned Materials | 100% of pupils have standards-aligned instructional materials (2016-17)	Standards-aligned Materials | Maintain 100% of pupils have standards-aligned instructional materials (2017-18)	Standards-aligned Materials | Maintain 100% of pupils have standards-aligned instructional materials (2018-19)	Standards-aligned Materials | Maintain 100% of pupils have standards-aligned instructional materials (2019-20)
Chronic absenteeism | Districtwide chronic absenteeism rate: Elementary, Intermediate, High School	Chronic absenteeism | The chronic absenteeism rate is: 3.2% (elementary), 3.9% (intermediate), 9.9% (high school) (2015-16)	Chronic absenteeism | Maintain or reduce the chronic absenteeism rate from the prior year	Chronic absenteeism | Maintain or reduce the chronic absenteeism rate from the prior year	Chronic absenteeism | Maintain or reduce the chronic absenteeism rate from the prior year
Attendance | Districtwide attendance rate	Attendance | The districtwide attendance rate is 96.9% (2015-2016)	Attendance | Maintain or increase the districtwide attendance rate from the prior year	Attendance | Maintain or increase the districtwide attendance rate from the prior year	Attendance | Maintain or increase the districtwide attendance rate from the prior year
Middle School Dropout | Number of adjusted grade 8 dropouts	Middle School Dropout | The number of adjusted grade 8 dropouts is 0 (2015-16)	Middle School Dropout | Maintain the number of adjusted grade 8 dropouts at 0 (2016-17)	Middle School Dropout | Maintain the number of adjusted grade 8 dropouts at 0 (2017-18)	Middle School Dropout | Maintain the number of adjusted grade 8 dropouts at 0 (2018-19)
High School Dropout | High school cohort dropout rate	High School Dropout | Reduce the high school cohort dropout rate to 4.3% (2015-16)	High School Dropout | Reduce the high school cohort dropout rate to 3.3% (2016-17)	High School Dropout | Reduce the high school cohort dropout rate to 2.3% (2017-18)	High School Dropout | Reduce the high school cohort dropout rate to 1.3% (2017-18)

PLANNED ACTIONS / SERVICES

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

Action 1

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served ☒ All ☐ Students with Disabilities ☐ [Specific Student Group(s)]

Location(s) ☒ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served ☐ English Learners ☐ Foster Youth ☐ Low Income

Scope of Services ☐ LEA-wide ☐ Schoolwide OR ☐ Limited to Unduplicated Student Group(s)

Location(s) ☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

ACTIONS/SERVICES

2017-18	2018-19	2019-20
☐ New ☒ Modified ☐ Unchanged	☐ New ☐ Modified ☒ Unchanged	☐ New ☐ Modified ☒ Unchanged
2.1: Ensure access to the core instructional program by providing highly qualified teachers at each site to ensure full implementation of the new CA State Standards and assessments.	2.1: Ensure access to the core instructional program by providing highly qualified teachers at each site to ensure full implementation of the new CA State Standards and assessments.	2.1: Ensure access to the core instructional program by providing highly qualified teachers at each site to ensure full implementation of the new CA State Standards and assessments.

BUDGETED EXPENDITURES

2017-18	2018-19	2019-20
Amount: 245,945,617	Amount: 257,666,458	Amount: 259,026,935
Budget Reference: LCFF sources Title I, Part A Local sources Object Category: 1000 179,785,599 2000 207,474 3000 65,770,243 4000 84,379 5000 97,922	Budget Reference: LCFF sources Title I, Part A Local sources Object Category: 1000 188,353,503 2000 217,361 3000 68,904,605 4000 88,400 5000 102,589	Budget Reference: LCFF sources Title I, Part A Local sources Object Category: 1000 189,348,008 2000 218,509 3000 69,268,421 4000 88,867 5000 103,130

Action 2

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☐ All ☒ Students with Disabilities ☐ [Specific Student Group(s)]

Location(s): ☒ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☐ English Learners ☐ Foster Youth ☐ Low Income

Scope of Services: ☐ LEA-wide ☐ Schoolwide OR ☐ Limited to Unduplicated Student Group(s)

Location(s): ☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

ACTIONS/SERVICES

2017-18	2018-19	2019-20
☐ New ☒ Modified ☐ Unchanged	☐ New ☐ Modified ☒ Unchanged	☐ New ☐ Modified ☒ Unchanged
2.2: Support extended learning opportunities for special education students as provided in their Individualized Education Programs (IEPs).	2.2: Support extended learning opportunities for special education students as provided in their Individualized Education Programs (IEPs).	2.2: Support extended learning opportunities for special education students as provided in their Individualized Education Programs (IEPs).

BUDGETED EXPENDITURES

	2017-18	2018-19	2019-20
Amount	97,567,308	102,217,000	102,756,706
Budget Reference	LCFF sources Special Education Department of Rehab: Workability II, Transition Partnership	LCFF sources Special Education Department of Rehab: Workability II, Transition Partnership	LCFF sources Special Education Department of Rehab: Workability II, Transition Partnership

Medi-Cal Billing Option	Medi-Cal Billing Option	Medi-Cal Billing Option
Object Category:	Object Category:	Object Category:
1000 45,567,977	1000 47,739,575	1000 47,991,640
2000 17,484,108	2000 18,317,335	2000 18,414,050
3000 26,244,925	3000 27,495,660	3000 27,640,837
4000 883,176	4000 925,265	4000 930,151
5000 2,224,105	5000 2,330,098	5000 2,342,401
7000 5,163,017	7000 5,409,067	7000 5,437,627

Action **3**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☒ All ☐ Students with Disabilities ☐ [Specific Student Group(s)]

Location(s): ☒ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☐ English Learners ☐ Foster Youth ☐ Low Income

Scope of Services: ☐ LEA-wide ☐ Schoolwide OR ☐ Limited to Unduplicated Student Group(s)

Location(s): ☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

ACTIONS/SERVICES

2017-18	2018-19	2019-20
☐ New ☒ Modified ☐ Unchanged	☐ New ☐ Modified ☒ Unchanged	☐ New ☐ Modified ☒ Unchanged
2.3: Ensure sufficient resources are available to schools to support extracurricular programs for students, instructional materials and other programs and supplies	2.3: Ensure sufficient resources are available to schools to support extracurricular programs for students, instructional materials and other programs and supplies to enhance student outcomes.	2.3: Ensure sufficient resources are available to schools to support extracurricular programs for students, instructional materials and other programs and supplies to enhance student outcomes.

to enhance student outcomes.

BUDGETED EXPENDITURES

2017-18		2018-19		2019-20	
Amount	9,520,363	Amount	9,974,067	Amount	10,026,730
Budget Reference	LCFF sources Object Category: 1000 1,165,131 2000 969,115 3000 382,997 4000 5,285,278 5000 1,629,813 6000 88,030	Budget Reference	LCFF sources Object Category: 1000 1,220,656 2000 1,015,300 3000 401,249 4000 5,537,154 5000 1,707,483 6000 92,225	Budget Reference	LCFF sources Object Category: 1000 1,227,101 2000 1,020,660 3000 403,368 4000 5,566,390 5000 1,716,499 6000 92,712

Action 4

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☒ All ☐ Students with Disabilities ☐ [Specific Student Group(s)]

Location(s): ☒ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☐ English Learners ☐ Foster Youth ☐ Low Income

Scope of Services: ☐ LEA-wide ☐ Schoolwide OR ☐ Limited to Unduplicated Student Group(s)

Location(s): ☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

ACTIONS/SERVICES

2017-18	2018-19	2019-20
☒ New ☐ Modified ☐ Unchanged	☐ New ☐ Modified ☒ Unchanged	☐ New ☐ Modified ☒ Unchanged
2.4: Provide professional development for certificated and classified staff to support each of the activities identified in Goal 2.	2.4: Provide professional development for certificated and classified staff to support each of the activities identified in Goal 2.	2.4: Provide professional development for certificated and classified staff to support each of the activities identified in Goal 2.

BUDGETED EXPENDITURES

	2017-18	2018-19	2019-20
Amount	40,000	41,906	42,128
Budget Reference	Title I, Part A Object Category: 5000 40,000	Title I, Part A Object Category: 5000 41,906	Title I, Part A Object Category: 5000 42,128

Action 5

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☒ All ☐ Students with Disabilities ☐ [Specific Student Group(s)]

Location(s): ☒ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☐ English Learners ☐ Foster Youth ☐ Low Income

Scope of Services: ☐ LEA-wide ☐ Schoolwide OR ☐ Limited to Unduplicated Student Group(s)

Location(s): ☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

ACTIONS/SERVICES

2017-18	2018-19	2019-20
☐ New ☒ Modified ☐ Unchanged	☐ New ☐ Modified ☒ Unchanged	☐ New ☐ Modified ☒ Unchanged
2.5: Ensure equitable access to the core instructional program and enrichment opportunities, including Visual and Performing Arts (VAPA), foreign language, physical education and intramural athletics.	2.5: Ensure equitable access to the core instructional program and enrichment opportunities, including Visual and Performing Arts (VAPA), foreign language, physical education and intramural athletics.	2.5: Ensure equitable access to the core instructional program and enrichment opportunities, including Visual and Performing Arts (VAPA), foreign language, physical education and intramural athletics.

BUDGETED EXPENDITURES

	2017-18	2018-19	2019-20
Amount	494,800	518,380	521,118
Budget Reference	LCFF sources Lottery: Instructional Materials Object Category: 4000 137,300 5000 357,500	LCFF sources Lottery: Instructional Materials Object Category: 4000 143,843 5000 374,537	LCFF sources Lottery: Instructional Materials Object Category: 4000 144,603 5000 376,515

Action 6

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☐ All ☐ Students with Disabilities ☐ [Specific Student Group(s)]

Location(s): ☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☒ English Learners ☒ Foster Youth ☒ Low Income

Scope of Services: ☒ LEA-wide ☐ Schoolwide OR ☐ Limited to Unduplicated Student Group(s)

Location(s) ☒ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

ACTIONS/SERVICES

2017-18	2018-19	2019-20
☐ New ☒ Modified ☐ Unchanged	☐ New ☐ Modified ☒ Unchanged	☐ New ☐ Modified ☒ Unchanged
2.6: Ensuring access for low income pupils to the core instructional program including, but not limited to, STEM, VAPA, CTE and other high quality elective courses.	2.6 : Ensuring access for low income pupils to the core instructional program including, but not limited to, STEM, VAPA, CTE and other high quality elective courses.	2.6: Ensuring access for low income pupils to the core instructional program including, but not limited to, STEM, VAPA, CTE and other high quality elective courses.

BUDGETED EXPENDITURES

2017-18	2018-19	2019-20
Amount: 22,483,787	Amount: 23,555,279	Amount: 23,679,650
Budget Reference: LCFF sources Educator Effectiveness Title I, Part A Title I, Migrant Ed/Summer Program Title I, School Improvement Grant Object Category: 1000 12,075,679 2000 642,376 3000 4,697,749 4000 3,523,023 5000 1,544,960	Budget Reference: LCFF sources Title I, Part A Title I, Migrant Ed/Summer Program Object Category: 1000 12,651,160 2000 672,989 3000 4,921,626 4000 3,690,917 5000 1,618,587	Budget Reference: LCFF sources Title I, Part A Title I, Migrant Ed/Summer Program Object Category: 1000 12,717,958 2000 676,542 3000 4,947,612 4000 3,710,405 5000 1,627,133

Action 7

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served ☒ All ☐ Students with Disabilities ☐ [Specific Student Group(s)]

Location(s) ☒ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served ☐ English Learners ☐ Foster Youth ☐ Low Income

Scope of Services ☐ LEA-wide ☐ Schoolwide OR ☐ Limited to Unduplicated Student Group(s)

Location(s) ☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

ACTIONS/SERVICES

2017-18	2018-19	2019-20
☐ New ☒ Modified ☐ Unchanged	☐ New ☐ Modified ☒ Unchanged	☐ New ☐ Modified ☒ Unchanged
2.7: Ensure student access to technology that is available for use at school and at home and by implementing a refresh cycle to replace technology at grades 3, 6, and 9.	2.7: Ensure student access to technology that is available for use at school and at home and by implementing a refresh cycle to replace technology at grades 3, 6, and 9.	2.7: Ensure student access to technology that is available for use at school and at home by implementing a refresh cycle to replace technology at grades 3, 6, and 9.

BUDGETED EXPENDITURES

	2017-18	2018-19	2019-20
Amount	15,759,957	10,766,718	10,823,566
Budget Reference	LCFF sources Title I, Part A Local sources Object Category: 1000 114,268 2000 2,477,828 3000 1,091,392 4000 11,278,225 5000 798,244	LCFF sources Title I, Part A Local sources Object Category: 1000 119,713 2000 2,595,912 3000 1,143,404 4000 6,071,404 5000 836,285	LCFF sources Title I, Part A Local sources Object Category: 1000 120,345 2000 2,609,619 3000 1,149,441 4000 6,103,461 5000 840,700

Action 8

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☐ All ☐ Students with Disabilities ☐ [Specific Student Group(s)]

Location(s): ☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☒ English Learners ☒ Foster Youth ☒ Low Income

Scope of Services: ☒ LEA-wide ☐ Schoolwide OR ☐ Limited to Unduplicated Student Group(s)

Location(s): ☒ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

ACTIONS/SERVICES

2017-18

☒ New ☐ Modified ☐ Unchanged

2.8: Review and expand access to dual immersion/bilingual programs and other methods to increase the number of recipients of the State Seal of Biliteracy.

2018-19

☐ New ☐ Modified ☒ Unchanged

2.8: Review and expand access to dual immersion/bilingual programs and other methods to increase the number of recipients of the State Seal of Biliteracy.

2019-20

☐ New ☐ Modified ☒ Unchanged

2.8: Review and expand access to dual immersion/bilingual programs and other methods to increase the number of recipients of the State Seal of Biliteracy.

BUDGETED EXPENDITURES

2017-18

Amount: 457,795

Budget Reference: LCFF Sources

Object Category:
1000 331,445
3000 126,350

2018-19

Amount: 479,611

Budget Reference: LCFF Sources

Object Category:
1000 347,240
3000 132,371

2019-20

Amount: 482,144

Budget Reference: LCFF Sources

Object Category:
1000 349,074
3000 133,070

Action 9

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☐ All ☐ Students with Disabilities ☐ [Specific Student Group(s)]

Location(s): ☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☒ English Learners ☒ Foster Youth ☒ Low Income

Scope of Services: ☒ LEA-wide ☐ Schoolwide OR ☐ Limited to Unduplicated Student Group(s)

Location(s): ☒ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

ACTIONS/SERVICES

2017-18	2018-19	2019-20
☐ New ☒ Modified ☐ Unchanged	☐ New ☐ Modified ☒ Unchanged	☐ New ☐ Modified ☒ Unchanged
2.9: Support learning opportunities for low-income pupils and their parents by developing and utilizing a parent engagement framework and rubric, extending library, access to computer resources, and computer training.	2.9: Support learning opportunities for low-income pupils and their parents by developing and utilizing a parent engagement framework and rubric, extending library, access to computer resources, and computer training.	2.9: Support learning opportunities for low-income pupils and their parents by developing and utilizing a parent engagement framework and rubric, extending library, access to computer resources, and computer training.

BUDGETED EXPENDITURES

2017-18		2018-19		2019-20	
Amount	3,829,989	Amount	4,012,512	Amount	4,033,699
Budget Reference	LCFF sources	Budget Reference	LCFF sources	Budget Reference	LCFF sources

Title I, Part A	Title I, Part A	Title I, Part A
Object Category:	Object Category:	Object Category:
1000 744,156	1000 779,620	1000 783,736
2000 1,897,460	2000 1,987,886	2000 1,998,382
3000 1,186,873	3000 1,243,435	3000 1,250,001
5000 1,500	5000 1,571	5000 1,580

Action 10

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☐ All ☐ Students with Disabilities ☐ [Specific Student Group(s)]

Location(s): ☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☒ English Learners ☒ Foster Youth ☒ Low Income

Scope of Services: ☒ LEA-wide ☐ Schoolwide OR ☐ Limited to Unduplicated Student Group(s)

Location(s): ☐ All Schools ☐ Specific Schools: ☒ Specific Grade spans: K-8

ACTIONS/SERVICES

2017-18	2018-19	2019-20
☐ New ☒ Modified ☐ Unchanged	☐ New ☐ Modified ☒ Unchanged	☐ New ☐ Modified ☒ Unchanged
2.10: Increase student access to science camps, experiential field trips, and summer enrichment programs for elementary, intermediate and high schools.	2.10: Increase student access to science camps, experiential field trips, and summer enrichment programs for elementary, intermediate, and high schools.	2.10: Increase student access to science camps, experiential field trips, and summer enrichment programs for elementary, intermediate and high schools.

BUDGETED EXPENDITURES

	2017-18	2018-19	2019-20
Amount	582,316	610,066	613,289
Budget Reference	LCFF sources Title I, Part A Object Category: 2000 971 3000 29 4000 338,790 5000 242,526	LCFF sources Title I, Part A Object Category: 2000 1,017 3000 30 4000 354,935 5000 254,084	LCFF sources Title I, Part A Object Category: 2000 1,023 3000 31 4000 356,810 5000 255,425

Action 11

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☐ All ☐ Students with Disabilities ☐ [Specific Student Group(s)]

Location(s): ☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☒ English Learners ☒ Foster Youth ☒ Low Income

Scope of Services: ☒ LEA-wide ☐ Schoolwide OR ☐ Limited to Unduplicated Student Group(s)

Location(s): ☒ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

ACTIONS/SERVICES

2017-18	2018-19	2019-20
☐ New ☒ Modified ☐ Unchanged	☐ New ☐ Modified ☒ Unchanged	☐ New ☐ Modified ☒ Unchanged

2.11: Expand partnerships that support student academic success and social emotional well-being, including, partnering with non-profit organizations.	2.11: Expand partnerships that support student academic success and social emotional well-being, including, partnering with non-profit organizations.	2.11: Expand partnerships that support student academic success and social emotional well-being, including, partnering with non-profit organizations.

BUDGETED EXPENDITURES

2017-18		2018-19		2019-20	
Amount	761,541	Amount	797,833	Amount	802,046
Budget Reference	LCFF sources Object Category: 2000 194,549 3000 70,192 4000 13,800 5000 483,000	Budget Reference	LCFF sources Object Category: 2000 203,820 3000 73,537 4000 14,458 5000 506,018	Budget Reference	LCFF sources Object Category: 2000 204,897 3000 73,925 4000 14,534 5000 508,690

Action **12**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☐ All ☐ Students with Disabilities ☐ [Specific Student Group(s)]

Location(s): ☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☒ English Learners ☐ Foster Youth ☐ Low Income

Scope of Services: ☒ LEA-wide ☐ Schoolwide OR ☐ Limited to Unduplicated Student Group(s)

Location(s): ☒ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

ACTIONS/SERVICES

2017-18	2018-19	2019-20
☐ New ☐ Modified ☒ Unchanged	☐ New ☐ Modified ☒ Unchanged	☐ New ☐ Modified ☒ Unchanged
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).	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).	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).

BUDGETED EXPENDITURES

	2017-18	2018-19	2019-20
Amount	325,362	340,868	342,667
Budget Reference	LCFF sources Title I, Part A Object Category: 1000 167,170 3000 70,192 5000 88,000	LCFF sources Title I, Part A Object Category: 1000 175,137 3000 73,537 5000 92,194	LCFF sources Title I, Part A Object Category: 1000 176,061 3000 73,925 5000 92,681

Action 13

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☐ All ☐ Students with Disabilities ☐ [Specific Student Group(s)]

Location(s): ☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☐ English Learners ☒ Foster Youth ☐ Low Income

Scope of Services: ☒ LEA-wide ☐ Schoolwide OR ☐ Limited to Unduplicated Student Group(s)

Location(s): ☒ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

ACTIONS/SERVICES

2017-18	2018-19	2019-20
☐ New ☒ Modified ☐ Unchanged	☐ New ☐ Modified ☒ Unchanged	☐ New ☐ Modified ☒ Unchanged
2.13: Provide foster students with access to enrichment activities that support social emotional well-being and school connectedness.	2.13: Provide foster students with access to enrichment activities that support social emotional well-being and school connectedness.	2.13: Provide foster students with access to enrichment activities that support social emotional well-being and school connectedness.

BUDGETED EXPENDITURES

	2017-18	2018-19	2019-20
Amount	725,128	759,684	763,696
Budget Reference	LCFF sources Title I, School Improvement Grant Object Category: 1000 240,296 2000 52,907 3000 31,925 4000 400,000	LCFF sources Object Category: 1000 251,748 2000 55,428 3000 33,446 4000 419,062	LCFF sources Object Category: 1000 253,077 2000 55,721 3000 33,623 4000 421,275

Goals, Actions, & Services

Strategic Planning Details and Accountability

Complete a copy of the following table for each of the LEA's goals. Duplicate the table as needed.

☐ New ☐ Modified ☒ Unchanged

Goal 3

Students and staff will work in a healthy, safe, and secure environment that supports learning

State and/or Local Priorities Addressed by this goal:

STATE ☒ 1 ☒ 2 ☒ 3 ☐ 4 ☒ 5 ☒ 6 ☒ 7 ☐ 8
COE ☐ 9 ☐ 10
LOCAL

Identified Need

Research studies consistently show that in order to improve student learning and achievement, our students and staff need healthy, safe and secure environments in which to learn.

EXPECTED ANNUAL MEASURABLE OUTCOMES

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
California Healthy Kids Survey (CHKS) | Percent (%) of surveyed students who feel safe or very safe at school: Gr 5, Gr 7, Gr 9, Gr 11, Gr NT	3a: Percent of surveyed students who feel safe or very safe at school: Gr 5 77%, Gr 7 67%, Gr 9 60%, Gr 11 63%, Gr NT 66% (2015-16)	California Healthy Kids Survey (CHKS) | Increase percent of surveyed students who feel safe or very safe at school: Gr 5 78%, Gr 7 68%, Gr 9 61%, Gr 11 64%, Gr NT 67% (2016-17)	California Healthy Kids Survey (CHKS) | Increase percent of surveyed students who feel safe or very safe at school: Gr 5 79%, Gr 7 69%, Gr 9 62%, Gr 11 65%, Gr NT 68%(2017-18)	California Healthy Kids Survey (CHKS) | Increase percent of surveyed students who feel safe or very safe at school: Gr 5 80%, Gr 7 70%, Gr 9 65%, Gr 11 68%, Gr NT 70% (2018-19)
California School Parent Survey (CSPS) | Percent (%) of surveyed parents indicating they Agree/Strongly agree that school is a safe place for their child	California School Parent Survey (CSPS) | 93% of surveyed parents indicating they Agree/Strongly agree that school is a safe place for their child (2015-16)	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)	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)	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 (2018-19)
California School Climate Survey (CSCS) | Percent (%) of surveyed staff indicating they Agree/Strongly agree that school is a safe place for students	California School Climate Survey (CSCS) | 89% of surveyed staff indicating they Agree/Strongly agree that school is a safe place for students (2015-16)	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)	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)	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 (2018-19)

Student Suspensions | The total number of instructional days lost due to suspensions	The total number of instructional days lost due to suspensions was 4,779 (2015-16)	Reduce the total number of instructional days lost due to suspensions to 4,600 (2016-17)	Reduce the total number of instructional days lost due to suspensions to 4,500 (2017-18)	Reduce the total number of instructional days lost due to suspensions to 4,400 (2018-19)
Expulsion Rates | Districtwide expulsion rate	Expulsion Rates | Districtwide expulsion rate was 0.1% (2014-15)	Expulsion Rates | Maintain expulsion rate at 0.1% or below (2015-16)	Expulsion Rates | Maintain expulsion rate at 0.1% or below (2016-17)	Expulsion Rates | Maintain expulsion rate at 0.1% or below (2017-18)
Parent Survey Data | Number of parents who participate in the annual survey	Parent Survey Data | 15,965 parents participated in the annual survey (2015-16)	Parent Survey Data | At least 15,000 parents will participate in the annual survey (2016-17)	Parent Survey Data | At least 15,000 parents will participate in the annual survey (2017-18)	Parent Survey Data | At least 15,000 parents will participate in the annual survey (2018-19)
Facilities Inspection Tool | Schools meeting the exemplary or good standard on the FIT survey	Facilities Inspection Tool | All schools met the exemplary or good standard on the FIT survey (2015-16)	Facilities Inspection Tool | All schools meet the exemplary or good standard on the FIT survey (2016-17)	Facilities Inspection Tool | All schools meet the exemplary or good standard on the FIT survey (2017-18)	Facilities Inspection Tool | All schools meet the exemplary or good standard on the FIT survey (2018-19)
Suspension Rates | Districtwide suspension rate	Suspension Rates | District suspension rate was 3.6% (2014-15)	Suspension Rates | Reduce the suspension rate to 3.5% (2015-16)	Suspension Rates | Reduce the suspension rate to 3.4% (2016-17)	Suspension Rates | Reduce the suspension rate to 3.3% (2017-18)
Parent Engagement | Host monthly (Sept-June) Community Advisory Committee meetings to engage parents of students with disabilities	Parent Engagement | Hosted monthly (Sept-June) Community Advisory Committee meetings to engage parents of students with disabilities (2015-16)	Parent Engagement | Host monthly (Sept-June) Community Advisory Committee meetings to engage parents of students with disabilities (2016-17)	Parent Engagement | Host monthly (Sept-June) Community Advisory Committee meetings to engage parents of students with disabilities (2017-18)	Parent Engagement | Host monthly (Sept-June) Community Advisory Committee meetings to engage parents of students with disabilities (2018-19)

PLANNED ACTIONS / SERVICES

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

Action 1

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served	☒ All	☐ Students with Disabilities	☐ [Specific Student Group(s)]			
Location(s)	☒ All Schools	☐ Specific Schools:		☐ Specific Grade spans:		

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served ☐ English Learners ☐ Foster Youth ☐ Low Income

Scope of Services ☐ LEA-wide ☐ Schoolwide OR ☐ Limited to Unduplicated Student Group(s)

Location(s) ☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

ACTIONS/SERVICES

2017-18	2018-19	2019-20
☐ New ☒ Modified ☐ Unchanged	☐ New ☐ Modified ☒ Unchanged	☐ New ☐ Modified ☒ Unchanged
3.1: Provide adult supervision/staff before/after school, during recess and lunch periods.	3.1: Provide adult supervision/staff before/after school, during recess and lunch periods.	3.1: Provide adult supervision/staff before/after school, during recess and lunch periods.

BUDGETED EXPENDITURES

	2017-18	2018-19	2019-20
Amount	4,488,579	4,702,487	4,727,317
Budget Reference	LCFF sources Object Category: 2000 4,358,267 3000 130,312	LCFF sources Object Category: 2000 4,565,965 3000 136,522	LCFF sources Object Category: 2000 4,590,074 3000 137,243

Action 2

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served ☒ All ☐ Students with Disabilities ☐ [Specific Student Group(s)]

Location(s) ☒ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served ☐ English Learners ☐ Foster Youth ☐ Low Income

Scope of Services ☐ LEA-wide ☐ Schoolwide OR ☐ Limited to Unduplicated Student Group(s)

Location(s) ☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

ACTIONS/SERVICES

2017-18	2018-19	2019-20
☐ New ☒ Modified ☐ Unchanged	☐ New ☐ Modified ☒ Unchanged	☐ New ☐ Modified ☒ Unchanged
3.2: Support learning opportunities for all stakeholders including family events, (e.g. Annual Parent Conference, Open House, Back to School Nights, and School Choice Events).	3.2: Support learning opportunities for all stakeholders including family events, (e.g. Annual Parent Conference, Open House, Back to School Nights, and School Choice Events).	3.2: Support learning opportunities for all stakeholders including family events, (e.g. Annual Parent Conference, Open House, Back to School Nights, and School Choice Events).

BUDGETED EXPENDITURES

	2017-18	2018-19	2019-20
Amount	166,085	174,000	174,919
Budget Reference	LCFF sources Title I, Part A Object Category: 4000 7,000 5000 159,085	LCFF sources Title I, Part A Object Category: 4000 7,334 5000 166,666	LCFF sources Title I, Part A Object Category: 4000 7,372 5000 167,546

Action 3

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served ☒ All ☐ Students with Disabilities ☐ [Specific Student Group(s)]

Location(s) ☒ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served ☐ English Learners ☐ Foster Youth ☐ Low Income

Scope of Services ☐ LEA-wide ☐ Schoolwide OR ☐ Limited to Unduplicated Student Group(s)

Location(s) ☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

ACTIONS/SERVICES

2017-18	2018-19	2019-20
☐ New ☒ Modified ☐ Unchanged	☐ New ☐ Modified ☒ Unchanged	☐ New ☐ Modified ☒ Unchanged
3.3: Maintain current facilities to ensure school safety and high quality learning environments.	3.3: Maintain current facilities to ensure school safety and high quality learning environments.	3.3: Maintain current facilities to ensure school safety and high quality learning environments.

BUDGETED EXPENDITURES

	2017-18	2018-19	2019-20
Amount	39,690,295	41,581,784	41,801,337
Budget Reference	LCFF sources Ongoing & Major Maintenance Account Deferred Maintenance Civic Center Rental Fees Godinez Rental Fees Object Category: 2000 19,187,833 3000 9,542,098 4000 3,873,100 5000 5,827,264 6000 1,260,000	LCFF sources Ongoing & Major Maintenance Account Deferred Maintenance Civic Center Rental Fees Godinez Rental Fees Object Category: 2000 20,102,253 3000 9,996,839 4000 4,057,677 5000 6,104,969 6000 1,320,047	LCFF sources Ongoing & Major Maintenance Account Deferred Maintenance Civic Center Rental Fees Godinez Rental Fees Object Category: 2000 20,208,392 3000 10,049,622 4000 4,079,102 5000 6,137,204 6000 1,327,017

Action **4**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☒ All ☐ Students with Disabilities ☐ [Specific Student Group(s)]

Location(s): ☒ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☐ English Learners ☐ Foster Youth ☐ Low Income

Scope of Services: ☐ LEA-wide ☐ Schoolwide OR ☐ Limited to Unduplicated Student Group(s)

Location(s): ☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

ACTIONS/SERVICES

2017-18	2018-19	2019-20
☐ New ☒ Modified ☐ Unchanged	☐ New ☐ Modified ☒ Unchanged	☐ New ☐ Modified ☒ Unchanged
3.4: Support welcoming and productive school environments that include anti-bullying awareness and safe and sensitive school campaigns (LGBTQ), that include outreach to staff, parents, and students.	3.4: Support welcoming and productive school environments that include anti-bullying awareness and safe and sensitive school campaigns(LGBTQ), that include outreach to staff, parents, and students.	3.4: Support welcoming and productive school environments that include anti-bullying awareness and safe and sensitive school campaigns (LGBTQ), that include outreach to staff, parents, and students.

BUDGETED EXPENDITURES

2017-18		2018-19		2019-20	
Amount	59,564,932	Amount	62,403,572	Amount	62,733,062
Budget Reference	LCFF sources Special Education	Budget Reference	LCFF sources Special Education	Budget Reference	LCFF sources Special Education

Self-Insurance Fund Local sources Object Category:	Self-Insurance Fund Local sources Object Category:	Self-Insurance Fund Local sources Object Category:
1000 1,672,225 2000 19,794,492 3000 9,583,814 4000 893,221 5000 27,470,180 6000 151,000	1000 1,751,917 2000 20,737,823 3000 10,040,542 4000 935,788 5000 28,779,306 6000 158,196	1000 1,761,167 2000 20,847,319 3000 10,093,556 4000 940,729 5000 28,931,260 6000 159,031

Action 5

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☐ All ☐ Students with Disabilities ☐ [Specific Student Group(s)]

Location(s): ☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☒ English Learners ☒ Foster Youth ☒ Low Income

Scope of Services: ☒ LEA-wide ☐ Schoolwide OR ☐ Limited to Unduplicated Student Group(s)

Location(s): ☒ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

ACTIONS/SERVICES

2017-18	2018-19	2019-20
☐ New ☒ Modified ☐ Unchanged	☐ New ☐ Modified ☒ Unchanged	☐ New ☐ Modified ☒ Unchanged
3.5: Ensure access for low income pupils to the core instructional program via Positive Behavior Interventions	3.5: Ensure access for low income pupils to the core instructional program via Positive Behavior Interventions	3.5: Ensure access for low income pupils to the core instructional program via Positive Behavior Interventions

and Supports (PBIS), restorative practices, drop-out prevention and retention efforts, mentoring, and other wellness programs.

and Supports (PBIS), restorative practices, drop-out prevention and retention efforts, mentoring, and other wellness programs.

and Supports (PBIS), restorative practices, drop-out prevention and retention efforts, mentoring, and other wellness programs.

BUDGETED EXPENDITURES

2017-18

Amount: 61,851,664

Budget Reference:

LCFF sources
MediCal Administrative Activities (MAA)
Medi-Cal Billing Option
Positive School Climate Model (i3)
Special Education
Title I, Part A
Title I, Core Set Aside
Child Nutrition
Child Nutrition: Healthy Active Families
Before and After School Learning & Safe Neighborhood
Local sources

Object Category:

1000 5,098,999
2000 16,188,453
3000 9,590,652
4000 22,472,511
5000 5,938,148
6000 2,560,500
7000 2,400

2018-19

Amount: 64,799,280

Budget Reference:

LCFF sources
MediCal Administrative Activities (MAA)
Medi-Cal Billing Option
Positive School Climate Model (i3)
Special Education
Title I, Part A
Title I, Core Set Aside
Child Nutrition
Child Nutrition: Healthy Active Families
Before and After School Learning & Safe Neighborhood
Local sources

Object Category:

1000 5,341,999
2000 16,959,933
3000 10,047,706
4000 23,543,466
5000 6,221,138
6000 2,682,524
7000 2,514

2019-20

Amount: 65,141,420

Budget Reference:

LCFF sources
MediCal Administrative Activities (MAA)
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 & Safe Neighborhood
Local sources

Object Category:

1000 5,370,204
2000 17,049,482
3000 10,100,758
4000 23,667,775
5000 6,253,986
6000 2,696,687
7000 2,527

Action 6

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☐ All ☐ Students with Disabilities ☐ [Specific Student Group(s)]

Location(s): ☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☒ English Learners ☒ Foster Youth ☒ Low Income

Scope of Services: ☒ LEA-wide ☐ Schoolwide OR ☐ Limited to Unduplicated Student Group(s)

Location(s): ☒ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

ACTIONS/SERVICES

2017-18	2018-19	2019-20
☐ New ☐ Modified ☒ Unchanged	☐ New ☐ Modified ☒ Unchanged	☐ New ☐ Modified ☒ Unchanged
3.6: Provide parent training on accessing the student information system (attendance, grades, progress reports, etc.), leadership and college readiness information, to improve connections with the school community.	3.6: Provide parent training on accessing the student information system (attendance, grades, progress reports, etc.) , leadership and college readiness information to improve connections with school community.	3.6: Provide parent training on accessing the student information system (attendance, grades, progress reports, etc.), leadership, and college readiness information, to improve connections with school community.

BUDGETED EXPENDITURES

	2017-18	2018-19	2019-20
Amount	722,875	763,611	767,643
Budget Reference	LCFF sources Title I, Part A Local sources Object Category: 2000 418,282 3000 203,605 4000 49,838 5000 42,150 6000 15,000	LCFF sources Title I, Part A Local sources Object Category: 2000 438,216 3000 213,308 4000 52,213 5000 44,159 6000 15,715	LCFF sources Title I, Part A Local sources Object Category: 2000 440,530 3000 214,434 4000 52,489 5000 44,392 6000 15,798

Action 7

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served ☐ All ☐ Students with Disabilities ☐ [Specific Student Group(s)]

Location(s) ☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served ☒ English Learners ☒ Foster Youth ☒ Low Income

Scope of Services ☒ LEA-wide ☐ Schoolwide OR ☐ Limited to Unduplicated Student Group(s)

Location(s) ☒ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

ACTIONS/SERVICES

2017-18	2018-19	2019-20
☐ New ☒ Modified ☐ Unchanged	☐ New ☐ Modified ☒ Unchanged	☐ New ☐ Modified ☒ Unchanged
3.7: Provide parenting programs including links to community social service resources and workshops; additional resources may include school-based Parent and Community Liaisons, structured recess training, health fairs, race, language, culture and finger printing for parent volunteers. Support these efforts with transportation and childcare.	3.7: Provide parenting programs including links to community social service resources and workshops; additional resources may include school-based Parent and Community Liaisons, structured recess training, health fairs, race, language, culture, and finger printing for parent volunteers. Support these efforts with transportation and childcare.	3.7: Provide parenting programs including links to community social service resources and workshops; additional resources may include school-based Parent and Community Liaisons, structured recess training, health fairs, race, language, culture, and finger printing for parent volunteers. Support these efforts with transportation and childcare.

BUDGETED EXPENDITURES

2017-18		2018-19		2019-20	
Amount	2,078,123	Amount	2,177,158	Amount	2,188,653
Budget Reference	LCFF sources Title I, Part A Local sources Object Category: 1000 507,596	Budget Reference	LCFF sources Title I, Part A Local sources Object Category: 1000 531,786	Budget Reference	LCFF sources Title I, Part A Local sources Object Category: 1000 534,594

2000 524,354 3000 416,593 5000 629,580	2000 549,342 3000 436,446 5000 659,584	2000 552,243 3000 438,750 5000 663,066

Action **8**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☐ All ☐ Students with Disabilities ☐ [Specific Student Group(s)]

Location(s): ☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☒ English Learners ☐ Foster Youth ☐ Low Income

Scope of Services: ☒ LEA-wide ☐ Schoolwide OR ☐ Limited to Unduplicated Student Group(s)

Location(s): ☒ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

ACTIONS/SERVICES

2017-18	2018-19	2019-20
☐ New ☒ Modified ☐ Unchanged	☐ New ☐ Modified ☒ Unchanged	☐ New ☐ Modified ☒ Unchanged
3.8: Support parents of EL students with translation services and access to English, leadership, and computer classes.	3.8: Support parents of EL students with translation services and access to English, leadership, and computer classes.	3.8: Support parents of EL students with translation services and access to English, leadership, and computer classes.

BUDGETED EXPENDITURES

2017-18	2018-19	2019-20
Amount 149,899	Amount 157,042	Amount 157,872

Budget Reference	Budget Reference	Budget Reference
LCFF sources Title I, Part A Object Category: 2000 130,267 3000 18,432 5000 1,200	LCFF sources Title I, Part A Object Category: 2000 136,475 3000 19,310 5000 1,257	LCFF sources Title I, Part A Object Category: 2000 137,195 3000 19,412 5000 1,264

Action 9

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☐ All ☐ Students with Disabilities ☐ [Specific Student Group(s)]

Location(s): ☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☒ English Learners ☐ Foster Youth ☐ Low Income

Scope of Services: ☒ LEA-wide ☐ Schoolwide OR ☐ Limited to Unduplicated Student Group(s)

Location(s): ☒ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

ACTIONS/SERVICES

2017-18	2018-19	2019-20
☐ New ☒ Modified ☐ Unchanged	☐ New ☐ Modified ☒ Unchanged	☐ New ☐ Modified ☒ Unchanged
3.9: Provide appropriate levels of targeted and timely intervention service to Redesignated Fluent English Proficient (RFEP) students including procuring and implementing a student information system/dashboard to	3.9: Provide appropriate levels of targeted and timely intervention service to Redesignated Fluent English Proficient (RFEP) students including procuring and implementing a student information system/dashboard to	3.9: Provide appropriate levels of targeted and timely intervention service to Redesignated Fluent English Proficient (RFEP) students including procuring and implementing a student information system/dashboard to

2017-18	2018-19	2019-20
provide early identification of areas of need in ELA, Mathematics , as well as A-G progress.	provide early identification of areas of need in ELA, Mathematics , as well as A-G progress.	provide early identification of areas of need in ELA, Mathematics , as well as A-G progress.

BUDGETED EXPENDITURES

	2017-18	2018-19	2019-20
Amount	96,993	101,615	102,152
Budget Reference	Title III, LEP Object Category: 1000 68,656 3000 28,337	Title III, LEP Object Category: 1000 71,928 3000 29,687	Title III, LEP Object Category: 1000 72,308 3000 29,844

Action 10

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☒ All ☐ Students with Disabilities ☐ [Specific Student Group(s)]

Location(s): ☒ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☐ English Learners ☐ Foster Youth ☐ Low Income

Scope of Services: ☐ LEA-wide ☐ Schoolwide OR ☐ Limited to Unduplicated Student Group(s)

Location(s): ☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

ACTIONS/SERVICES

2017-18	2018-19	2019-20
☐ New ☐ Modified ☒ Unchanged	☐ New ☐ Modified ☒ Unchanged	☐ New ☐ Modified ☒ Unchanged

3.10: Support the enhancement of school climate through smooth operations and processes, providing regular and timely professional development and training for all staff, on culturally proficient interaction with the public.

3.10: Support the enhancement of school climate through smooth operations and processes, providing regular and timely professional development and training for all staff, on culturally proficient interaction with the public.

3.10: Support the enhancement of school climate through smooth operations and processes.providing regular and timely professional development and training for all staff, on culturally proficient interaction with the public.

BUDGETED EXPENDITURES

2017-18

Amount: 68,472,152

Budget Reference:

LCFF sources
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)

Object Category:

2000 5,216,957
3000 2,409,029
4000 273,500
5000 1,017,704
6000 30,972,592
7000 28,582,370

2018-19

Amount: 71,735,277

Budget Reference:

LCFF sources
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)

Object Category:

2000 5,465,578
3000 2,523,834
4000 286,534
5000 1,066,204
6000 32,448,629
7000 29,944,498

2019-20

Amount: 72,114,038

Budget Reference:

LCFF sources
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)

Object Category:

2000 5,494,436
3000 2,537,160
4000 288,047
5000 1,071,834
6000 32,619,957
7000 30,102,605

Action 11

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☐ All ☐ Students with Disabilities ☐ [Specific Student Group(s)]

Location(s): ☐ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: ☒ English Learners ☒ Foster Youth ☒ Low Income

Scope of Services: ☒ LEA-wide ☐ Schoolwide OR ☐ Limited to Unduplicated Student Group(s)

Location(s): ☒ All Schools ☐ Specific Schools: ☐ Specific Grade spans:

ACTIONS/SERVICES

2017-18

☐ New ☒ Modified ☐ Unchanged

3.11: Maintain and embed restorative and trauma informed practice and professional development for administrators, teachers and classified staff, within the learning program, to promote student connections to school.

2018-19

☐ New ☐ Modified ☒ Unchanged

3.11: Maintain and embed restorative and trauma informed practice and professional development for administrators, teachers and classified staff, within the learning program, to promote student connections to school.

2019-20

☐ New ☐ Modified ☒ Unchanged

3.11: Maintain and embed restorative and trauma informed practice and professional development for administrators, teachers and classified staff, within the learning program, to promote student connections to school.

BUDGETED EXPENDITURES

2017-18

Amount: 126,809

Budget Reference:
LCFF sources
Title I, Part A

Object Category:

4000 19,400
5000 107,409

2018-19

Amount: 132,852

Budget Reference:
LCFF sources
Title I, Part A

Object Category:

4000 20,325
5000 112,527

2019-20

Amount: 133,554

Budget Reference:
LCFF sources
Title I, Part A

Object Category:

4000 20,432
5000 113,122

Demonstration of Increased or Improved Services for Unduplicated Pupils

LCAP Year ☒ 2017–18 ☐ 2018–19 ☐ 2019–20

Estimated Supplemental and Concentration Grant Funds: $91,564,992 Percentage to Increase or Improve Services: 21.5%

Describe how services provided for unduplicated pupils are increased or improved by at least the percentage identified above, either qualitatively or quantitatively, as compared to services provided for all students in the LCAP year.

Identify each action/service being funded and provided on a schoolwide or LEA-wide basis. Include the required descriptions supporting each schoolwide or LEA-wide use of funds (see instructions).

SAUSD has an unduplicated pupil percentage of 93.8%, 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; implementation of PK-3 literacy initiatives to ensure reading by 3rd grade; 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; support for Advancement Via Individual Determination (AVID) at all schools; career technical education (CTE) coursework to support career pathways at all high schools; increased partnership with the Santa Ana College to support dual enrollment opportunities for students; increased parent and community involvement and educational opportunities at schools and at district level; implementation of 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; social and emotional support to promote social and emotional health and school connectedness 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.

Revised Local Control and Accountability Plan and Annual Update Template Instructions

Addendum

The Local Control and Accountability Plan (LCAP) and Annual Update Template documents and communicates local educational agencies' (LEAs) actions and expenditures to support student outcomes and overall performance. For school districts and county offices of education, the LCAP is a three-year plan which is reviewed and updated in the second and third years of the plan. Charter schools may complete the LCAP to align with the term of the charter school's budget, typically one year, which is submitted to the school's authorizer. The LCAP and Annual Update Template must be completed by all LEAs each year.

For school districts, the LCAP must describe, for the school district and each school within the district, goals and specific actions to achieve those goals for all students and each student group identified by the Local Control Funding Formula (LCFF) (ethnic, socioeconomically disadvantaged, English learners, foster youth, pupils with disabilities, and homeless youth), for each of the state priorities and any locally identified priorities.

For county offices of education, the LCAP must describe, for each county office of education-operated school and program, goals and specific actions to achieve those goals for all students and each LCFF student group funded through the county office of education (students attending juvenile court schools, on probation or parole, or expelled under certain conditions) 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 funded by a school district that are provided to students attending county-operated schools and programs, including special education programs.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in Education Code (EC) sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

Charter schools must describe goals and specific actions to achieve those goals for all students and each LCFF subgroup of students including students with disabilities and homeless youth, for each of the state priorities that apply for the grade levels served or the nature of the program operated by the charter school, 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. Changes in LCAP goals and actions/services for charter schools that result from the annual update process do not necessarily constitute a material revision to the school's charter petition.

For questions related to specific sections of the template, please see instructions below:

Instructions: Linked Table of Contents

Plan Summary
Annual Update
Stakeholder Engagement
Goals, Actions, and Services
Planned Actions/Services
Demonstration of Increased or Improved Services for Unduplicated Students

For additional questions or technical assistance related to completion of the LCAP template, please contact the local county office of education, or the CDE's Local Agency Systems Support Office at: 916-319-0809 or by email at: lcff@cde.ca.gov.

Plan Summary

The LCAP is intended to reflect an LEA's annual goals, actions, services and expenditures within a fixed three-year planning cycle. LEAs must include a plan summary for the LCAP each year.

When developing the LCAP, mark the appropriate LCAP year, and address the prompts provided in these sections. When developing the LCAP in year 2 or year 3, mark the appropriate LCAP year and replace the previous summary information with information relevant to the current year LCAP.

In this section, briefly address the prompts provided. These prompts are not limits. LEAs may include information regarding local program(s), community demographics, and the overall vision of the LEA. LEAs may also attach documents (e.g., the LCFF Evaluation Rubrics data reports) if desired and/or include charts illustrating goals, planned outcomes, actual outcomes, or related planned and actual expenditures.

An LEA may use an alternative format for the plan summary as long as it includes the information specified in each prompt and the budget summary table.

The reference to LCFF Evaluation Rubrics means the evaluation rubrics adopted by the State Board of Education under *EC* Section 52064.5.

Budget Summary

The LEA must complete the LCAP Budget Summary table as follows:

- **Total LEA General Fund Budget Expenditures for the LCAP Year**: This amount is the LEA's total budgeted General Fund expenditures for the LCAP year. The LCAP year means the fiscal year for which an LCAP is adopted or updated by July 1. The General Fund is the main operating fund of the LEA and accounts for all activities not accounted for in another fund. All activities are reported in the General Fund unless there is a compelling reason to account for an activity in another fund. For further information please refer to the *California School Accounting Manual* (*http://www.cde.ca.gov/fg/ac/sa/*). (Note: For some charter schools that follow governmental fund accounting, this amount is the total budgeted expenditures in the Charter Schools Special Revenue Fund. For charter schools that follow the not-for-profit accounting model, this amount is total budgeted expenses, such as those budgeted in the Charter Schools Enterprise Fund.)
- **Total Funds Budgeted for Planned Actions/Services to Meet the Goals in the LCAP for the LCAP Year:** This amount is the total of the budgeted expenditures associated with the actions/services included for the LCAP year from all sources of funds, as reflected in the LCAP. To the extent actions/services and/or expenditures are listed in the LCAP under more than one goal, the expenditures should be counted only once.
- **Description of any use(s) of the General Fund Budget Expenditures specified above for the LCAP year not included in the LCAP:** Briefly describe expenditures included in total General Fund Expenditures that are not included in the total funds budgeted for planned actions/services for

the LCAP year. (Note: The total funds budgeted for planned actions/services may include funds other than general fund expenditures.)

- **Total Projected LCFF Revenues for LCAP Year:** This amount is the total amount of LCFF funding the LEA estimates it will receive pursuant to *EC* sections 42238.02 (for school districts and charter schools) and 2574 (for county offices of education), as implemented by *EC* sections 42238.03 and 2575 for the LCAP year respectively.

Annual Update

The planned goals, expected outcomes, actions/services, and budgeted expenditures must be copied verbatim from the previous year's* approved LCAP. Minor typographical errors may be corrected.

* For example, for LCAP year 2017/18 of the 2017/18 – 2019/20 LCAP, review the goals in the 2016/17 LCAP. Moving forward, review the goals from the most recent LCAP year. For example, LCAP year 2020/21 will review goals from the 2019/20 LCAP year, which is the last year of the 2017/18 – 2019/20 LCAP.

Annual Measurable Outcomes

For each goal in the prior year, identify and review the actual measurable outcomes as compared to the expected annual measurable outcomes identified in the prior year for the goal.

Actions/Services

Identify the planned Actions/Services and the budgeted expenditures to implement these actions toward achieving the described goal. Identify the **actual** actions/services implemented to meet the described goal and the estimated actual annual expenditures to implement the actions/services. As applicable, identify any changes to the students or student groups served, or to the planned location of the actions/services provided.

Analysis

Using actual annual measurable outcome data, including data from the LCFF Evaluation Rubrics, analyze whether the planned actions/services were effective in achieving the goal. Respond to the prompts as instructed.

- Describe the overall implementation of the actions/services to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process.
- Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.
- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures. Minor variances in expenditures or a dollar-for-dollar accounting is not required.
- Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the data provided in the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.

Stakeholder Engagement

Meaningful engagement of parents, students, and other stakeholders, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Education Code identifies the minimum consultation requirements for school districts and county offices of education as consulting with teachers, principals, administrators, other school personnel, local bargaining units of the school district, parents, and pupils in developing the LCAP. Education Code requires charter schools to consult with teachers, principals, administrators, other school personnel, parents, and pupils in developing the LCAP. In addition, Education Code Section 48985 specifies the requirements for the translation of notices, reports, statements, or records sent to a parent or guardian.

The LCAP should be shared with, and LEAs should request input from, school site-level advisory groups, as applicable (e.g., school site councils, English Learner Advisory Councils, student 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 specific goals.

Instructions: The stakeholder engagement process is an ongoing, annual process. The requirements for this section are the same for each year of a three-year LCAP. When developing the LCAP, mark the appropriate LCAP year, and describe the stakeholder engagement process used to develop the LCAP and Annual Update. When developing the LCAP in year 2 or year 3, mark the appropriate LCAP year and replace the previous stakeholder narrative(s) and describe the stakeholder engagement process used to develop the current year LCAP and Annual Update.

School districts and county offices of education: Describe the process used to consult with the Parent Advisory Committee, the English Learner Parent Advisory Committee, parents, students, school personnel, the LEA's local bargaining units, and the community to inform the development of the LCAP and the annual review and analysis for the indicated LCAP year.

Charter schools: Describe the process used to consult with teachers, principals, administrators, other school personnel, parents, and students to inform the development of the LCAP and the annual review and analysis for the indicated LCAP year.

Describe how the consultation process impacted the development of the LCAP and annual update for the indicated LCAP year, including the goals, actions, services, and expenditures.

Goals, Actions, and Services

LEAs must include a description of the annual goals, for all students and each LCFF identified group of students, to be achieved for each state priority as applicable to type of LEA. An LEA may also include additional local priorities. This section shall also include a description of the specific planned actions an LEA will take to meet the identified goals, and a description of the expenditures required to implement the specific actions.

School districts and county offices of education: The LCAP is a three-year plan, which is reviewed and updated annually, as required.

Charter schools: The number of years addressed in the LCAP may align with the term of the charter schools budget, typically one year, which is submitted to the school's authorizer. If year 2 and/or year 3 is not applicable, charter schools must specify as such.

New, Modified, Unchanged

As part of the LCAP development process, which includes the annual update and stakeholder engagement, indicate if the goal, identified need, related state and/or local priorities, and/or expected annual measurable outcomes for the current LCAP year or future LCAP years are modified or unchanged from the previous year's LCAP; or, specify if the goal is new.

Goal

State the goal. LEAs may number the goals using the "Goal #" box for ease of reference. A goal is a broad statement that describes the desired result to which all actions/services are directed. A goal answers the question: What is the LEA seeking to achieve?

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 applicable to the type of LEA, and any additional local priorities; however, one goal may address multiple priorities. (Link to State Priorities)

Identified Need

Describe the needs that led to establishing the goal. The identified needs may be based on quantitative or qualitative information, including, but not limited to, results of the annual update process or performance data from the LCFF Evaluation Rubrics, as applicable.

Expected Annual Measurable Outcomes

For each LCAP year, identify the metric(s) or indicator(s) that the LEA will use to track progress toward the expected outcomes. LEAs may identify metrics for specific student groups. Include in the baseline column the most recent data associated with this metric or indicator available at the time of adoption of the LCAP for the first year of the three-year plan. The most recent data associated with a metric or indicator includes data as reported in the annual update of the LCAP year immediately preceding the three-year plan, as applicable. The baseline data shall remain unchanged throughout the three-year LCAP. In the subsequent year columns, identify the progress to be made in each year of the three-year cycle of the LCAP. Consider how expected outcomes in any given year are related to the expected outcomes for subsequent years.

The metrics may be quantitative or qualitative, but at minimum an LEA must use the applicable required metrics for the related state priorities, in each LCAP year as applicable to the type of LEA. For the student engagement priority metrics, as applicable, LEAs must calculate the rates as described in the LCAP Template Appendix, sections (a) through (d).

Planned Actions/Services

For each action/service, the LEA must complete either the section "For Actions/Services not contributing to meeting Increased or Improved Services Requirement" or the section "For Actions/Services Contributing to Meeting the Increased or Improved Services Requirement." The LEA shall not complete both sections for a single action.

For Actions/Services Not Contributing to Meeting the Increased or Improved Services Requirement

Students to be Served

The "Students to be Served" box is to be completed for all actions/services except for those which are included by the LEA as contributing to meeting the requirement to increase or improve services for unduplicated students. Indicate in this box which students will benefit from the actions/services by checking "All", "Students with Disabilities", or "Specific Student Group(s)". If "Specific Student Group(s)" is checked, identify the specific student group(s) as appropriate.

Location(s)

Identify the location where the action/services will be provided. If the services are provided to all schools within the LEA, the LEA must indicate "All Schools". If the services are provided to specific schools within the LEA or specific grade spans only, the LEA must mark "Specific Schools" or "Specific Grade Spans". Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades K-5), as appropriate.

Charter schools operating more than one site, authorized within the same charter petition, may choose to distinguish between sites by selecting "Specific Schools" and identify the site(s) where the actions/services will be provided. For charter schools operating only one site, "All Schools" and "Specific Schools" may be synonymous and, therefore, either would be appropriate. Charter schools may use either term provided they are used in a consistent manner through the LCAP.

For Actions/Services Contributing to Meeting the Increased or Improved Services Requirement:

Students to be Served

For any action/service contributing to the LEA's overall demonstration that it has increased or improved services for unduplicated students above what is provided to all students (see Demonstration of Increased or Improved Services for Unduplicated Students section, below), the LEA must identify the unduplicated student group(s) being served.

Scope of Service

For each action/service contributing to meeting the increased or improved services requirement, identify scope of service by indicating "LEA-wide", "Schoolwide", or "Limited to Unduplicated Student Group(s)". The LEA must select one of the following three options:

- If the action/service is being funded and provided to upgrade the entire educational program of the LEA, place a check mark next to "LEA-wide."
- If the action/service is being funded and provided to upgrade the entire educational program of a particular school or schools, place a check mark next to "schoolwide".
- If the action/service being funded and provided is limited to the unduplicated students identified in "Students to be Served", place a check mark next to "Limited to Student Groups".

For charter schools and single-school school districts, "LEA-wide" and "Schoolwide" may be synonymous and, therefore, either would be appropriate. For charter schools operating multiple schools (determined by a unique CDS code) under a single charter, use "LEA-wide" to refer to all schools under the charter and use "Schoolwide" to refer to a single school authorized within the same charter petition. Charter schools operating a single school may use "LEA-wide" or "Schoolwide" provided these terms are used in a consistent manner through the LCAP.

Location(s)

Identify the location where the action/services will be provided. If the services are provided to all schools within the LEA, the LEA must indicate "All Schools". If the services are provided to specific schools within the LEA or specific grade spans only, the LEA must mark "Specific Schools" or "Specific Grade Spans". Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades K-5), as appropriate.

Charter schools operating more than one site, authorized within the same charter petition, may choose to distinguish between sites by selecting "Specific Schools" and identify the site(s) where the actions/services will be provided. For charter schools operating only one site, "All Schools" and "Specific Schools" may be synonymous and, therefore, either would be appropriate. Charter schools may use either term provided they are used in a consistent manner through the LCAP.

Actions/Services

For each LCAP year, identify the actions to be performed and services provided to meet the described goal. Actions and services that are implemented to achieve the identified goal may be grouped together. LEAs may number the action/service using the "Action #" box for ease of reference.

New/Modified/Unchanged:

- Check "New" if the action/service is being added in any of the three years of the LCAP to meet the articulated goal.
- Check "Modified" if the action/service was included to meet an articulated goal and has been changed or modified in any way from the prior year description.
- Check "Unchanged" if the action/service was included to meet an articulated goal and has not been changed or modified in any way from the prior year description.
    - If a planned action/service is anticipated to remain unchanged for the duration of the plan, an LEA may check "Unchanged" and leave the subsequent year columns blank rather than having to copy/paste the action/service into the subsequent year columns. Budgeted expenditures may be treated in the same way as applicable.

Note: The goal from the prior year may or may not be included in the current three-year LCAP. For example, when developing year 1 of the LCAP, the goals articulated in year 3 of the preceding three-year LCAP will be from the prior year.

Charter schools may complete the LCAP to align with the term of the charter school's budget that is submitted to the school's authorizer. Accordingly, a charter school submitting a one-year budget to its authorizer may choose not to complete the year 2 and year 3 portions of the Goals, Actions, and

Services section of the template. If year 2 and/or year 3 is not applicable, charter schools must specify as such.

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.

Expenditures that are included more than once in an LCAP must be indicated as a duplicated expenditure and include a reference to the goal and action/service where the expenditure first appears in the LCAP.

If a county superintendent of schools has jurisdiction over a single school district, and chooses to complete a single LCAP, the LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted expenditures are aligned.

Demonstration of Increased or Improved Services for Unduplicated Students

This section must be completed for each LCAP year. When developing the LCAP in year 2 or year 3, copy the Demonstration of Increased or Improved Services for Unduplicated Students table and mark the appropriate LCAP year. Using the copy of the table, complete the table as required for the current year LCAP. Retain all prior year tables for this section for each of the three years within the LCAP.

Estimated Supplemental and Concentration Grant Funds

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 students as determined pursuant to 5 *CCR* 15496(a)(5).

Percentage to Increase or Improve Services

Identify the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 *CCR* 15496(a)(7).

Consistent with the requirements of 5 *CCR* 15496, describe how services provided for unduplicated pupils are increased or improved by at least the percentage calculated as compared to services provided for all students in the LCAP year. To improve services means to grow services in quality and to increase services means to grow services in quantity. This description must address how the action(s)/service(s) limited for one or more unduplicated student group(s), and any schoolwide or districtwide action(s)/service(s) supported by the appropriate description, taken together, result in the required proportional increase or improvement in services for unduplicated pupils.

If the overall increased or improved services include any actions/services being funded and provided on a schoolwide or districtwide basis, identify each action/service and include the required descriptions supporting each action/service as follows.

For those services being provided on an LEA-wide basis:

- For school districts with an unduplicated pupil percentage of 55% or more, and for charter schools and county offices of education: Describe how these services are **principally directed to** and **effective in** meeting its goals for unduplicated pupils in the state and any local priorities.
- For school districts with an unduplicated pupil percentage of less than 55%: Describe how these services are **principally directed to** and **effective in** meeting its goals for unduplicated pupils in the state and any local priorities. Also describe how the services are **the most effective use of the funds to** meet these goals for its unduplicated pupils. Provide the basis for this determination, including any alternatives considered, supporting research, experience or educational theory.

For school districts only, identify in the description those services being funded and provided on a schoolwide basis, and include the required description supporting the use of the funds on a schoolwide basis:

- For schools with 40% or more enrollment of unduplicated pupils: Describe how these services are **principally directed to** and **effective in** meeting its goals for its unduplicated pupils in the state and any local priorities.

- For school districts expending funds on a schoolwide basis at a school with less than 40% enrollment of unduplicated pupils: Describe how these services are **principally directed to** and how the services are **the most effective use of the funds to** meet its goals for English learners, low income students and foster youth, in the state and any local priorities.

State Priorities

Priority 1: Basic Services addresses the degree to which:

A. Teachers in the LEA are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
B. Pupils in the school district have sufficient access to the standards-aligned instructional materials; and
C. School facilities are maintained in good repair.

Priority 2: Implementation of State Standards addresses:

A. The implementation of state board adopted academic content and performance standards for all students, which are:
    a. English Language Arts – Common Core State Standards for English Language Arts
    b. Mathematics – Common Core State Standards for Mathematics
    c. English Language Development
    d. Career Technical Education
    e. Health Education Content Standards
    f. History-Social Science
    g. Model School Library Standards
    h. Physical Education Model Content Standards
    i. Next Generation Science Standards
    j. Visual and Performing Arts
    k. World Language; and
B. How the programs and services will enable English learners to access the CCSS and the ELD standards for purposes of gaining academic content knowledge and English language proficiency.

Priority 3: Parental Involvement addresses:

A. The efforts the school district makes to seek parent input in making decisions for the school district and each individual school site;
B. How the school district will promote parental participation in programs for unduplicated pupils; and
C. How the school district will promote parental participation in programs for individuals with exceptional needs.

Priority 4: Pupil Achievement as measured by all of the following, as applicable:

A. Statewide assessments;
B. The Academic Performance Index;
C. The percentage of pupils who have successfully completed courses that satisfy UC or CSU entrance requirements, or programs of study that align with state board approved career technical educational standards and framework;
D. The percentage of English learner pupils who make progress toward English proficiency as measured by the CELDT;
E. The English learner reclassification rate;
F. The percentage of pupils who have passed an advanced placement examination with a score of 3 or higher; and
G. The percentage of pupils who participate in, and demonstrate college preparedness pursuant to, the Early Assessment Program, or any subsequent assessment of college preparedness.

Priority 5: Pupil Engagement as measured by all of the following, as applicable:

A. School attendance rates;
B. Chronic absenteeism rates;

C. Middle school dropout rates;
D. High school dropout rates; and
E. High school graduation rates;

Priority 6: School Climate as measured by all of the following, as applicable:

A. Pupil suspension rates;
B. Pupil expulsion rates; and
C. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness.

Priority 7: Course Access addresses the extent to which pupils have access to and are enrolled in:

A. S broad course of study including courses described under Sections 51210 and 51220(a)-(i), as applicable;
B. Programs and services developed and provided to unduplicated pupils; and
C. Programs and services developed and provided to individuals with exceptional needs.

Priority 8: Pupil Outcomes addresses pupil outcomes, if available, for courses described under Sections 51210 and 51220(a)-(i), as applicable.

Priority 9: Coordination of Instruction of Expelled Pupils (COE Only) addresses how the county superintendent of schools will coordinate instruction of expelled pupils

Priority 10. Coordination of Services for Foster Youth (COE Only) addresses how the county superintendent of schools will coordinate services for foster children, including:

A. Working with the county child welfare agency to minimize changes in school placement
B. Providing education-related information to the county child welfare agency to assist in the delivery of services to foster children, including educational status and progress information that is required to be included in court reports;
C. Responding to requests from the juvenile court for information and working with the juvenile court to ensure the delivery and coordination of necessary educational services; and
D. Establishing a mechanism for the efficient expeditious transfer of health and education records and the health and education passport.

Local Priorities address:

A. Local priority goals; and
B. Methods for measuring progress toward local goals.

APPENDIX A: PRIORITIES 5 AND 6 RATE CALCULATION INSTRUCTIONS

For the purposes of completing the LCAP in reference to the state priorities under *Education Code* sections 52060 and 52066, as applicable to type of LEA, 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).

NOTE: Authority cited: Sections 42238.07 and 52064, *Education Code*. Reference: Sections 2574, 2575, 42238.01, 42238.02, 42238.03, 42238.07, 47605, 47605.6, 47606.5, 48926, 52052, 52060, 52061, 52062, 52063, 52064, 52066, 52067, 52068, 52069, 52070, 52070.5, and 64001,; 20 U.S.C. Sections 6312 and 6314.

APPENDIX B: GUIDING QUESTIONS

Guiding Questions: Annual Review and Analysis

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 school sites 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?

Guiding Questions: Stakeholder Engagement

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, or 47606.5, as applicable, 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?

Guiding Questions: Goals, Actions, and Services

1) What are the LEA's goal(s) to address state priorities related to "Conditions of Learning": Basic Services (Priority 1), the Implementation of State Standards (Priority 2), and Course Access (Priority 7)?
2) What are the LEA's goal(s) to address state priorities related to "Pupil Outcomes": Pupil Achievement (Priority 4), Pupil Outcomes (Priority 8), Coordination of Instruction of Expelled Pupils (Priority 9 – COE Only), and Coordination of Services for Foster Youth (Priority 10 – COE Only)?
3) What are the LEA's goal(s) to address state priorities related to parent and pupil "Engagement": Parental Involvement (Priority 3), Pupil Engagement (Priority 5), and School Climate (Priority 6)?
4) What are the LEA's goal(s) to address any locally-identified priorities?
5) How have the unique needs of individual school sites been evaluated to inform the development of meaningful district and/or individual school site 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 bgroups 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 school sites?
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 school sites, 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?

AGENDA ITEM BACKUP SHEET
June 27, 2017

Board Meeting

TITLE: **Adoption of 2017-18 Budget**

ITEM: **Action**
SUBMITTED BY: **Edmond T. Heatley, Ed.D., Deputy Superintendent, Administrative Services**
PREPARED BY: **Swandayani Singgih, Director, Budget**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek adoption of the 2017-18 Budget.

ITEM SUMMARY:

- Adoption of 2017-18 Budget
- Education Code Section 52062(b)(2)

RATIONALE:

At its June 13, 2017 Board meeting, a Public Hearing was conducted for the adoption of the 2017-18 Budget. Education Code Section 52062(b)(2), states that the governing board adopts a budget, and 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 Accountability Plan (LCAP) is adopted and the LCAP must be adopted at a public meeting. Both the LCAP and the budget are on the June 27, 2017, Board agenda for adoption.

FUNDING:

No fiscal impact.

RECOMMENDATION:

Adopt the 2017-18 Budget as presented.

EH:ss:mm

2017-18
SAUSD BUDGET PRESENTATION
JUNE 27, 2017

Dr. Edmond Heatley
Deputy Superintendent, Administrative Services

AGENDA

- LCFF Summary
- SAUSD Budget Development Assumptions
- Multi-Year Projection (MYP) and Ending Fund Balance
- Next Steps

STATE FUNDING: LOCAL CONTROL FUNDING FORMULA

- The implementation of the Local Control Funding Formula (LCFF) is over an 8-year timeframe
  - The 2020-21 LCFF target is recalculated each year
    - The difference between prior year funding and the 2020-21 target is defined as the "gap"
    - A percentage of the "gap" is then funded through the State budget process
  - The May Revise projects that the LCFF will be almost 97% implemented in 2017-18

There is no guarantee that any, or all, of the gap will be funded each year, creating potential budget volatility

SAUSD BUDGET DEVELOPMENT ASSUMPTIONS

Projected Budget Assumptions	2017-18	2018-19	2019-20
Projected Enrollment Decline	(1,300)	(1,300)	(1,300)
Staffing Reduction due to Decline	($5,200,000)	($5,300,000)	($5,400,000)
Statutory COLA - % Increase	1.56%	2.15%	2.35%
Statutory COLA – Dollar Increase	$3,600,000	$1,200,000	$400,000
Unduplicated Pupil Percent	93.80%	93.61%	93.61%
LCFF GAP Funding Rate	43.97%	39.03%	41.51%
STRS Increase	$4,800,000	$4,800,000	$4,800,000
PERS Increase	$1,500,000	$2,300,000	$2,400,000
Health & Welfare Increase	$2,100,000	$2,500,000	$2,900,000

REVIEW OF JULY 1 BUDGET MYP UNRESTRICTED FUNDS

MULTI-YEAR PROJECTIONS @ July 1 Budget	Base Year 2017-18	2018-19	2019-20
REVENUE	$645,282,127	$636,419,783	$634,517,891
EXPENDITURES	$629,039,942	$621,626,012	$625,569,319
OTHER FINANCING SOURCES/USES	($11,027,665)	($8,423,379)	($8,543,295)
NET INCREASE/DECREASE (DEFICIT SPENDING)	**$5,214,520**	**$6,370,392**	**$405,277**
BEGINNING BALANCE	$90,327,282	$95,541,802	$101,912,194
(DEFICIT SPENDING) / SURPLUS	$5,214,520	$6,370,392	$405,277
ENDING BALANCE	**$95,541,802**	**$101,912,194**	**$102,317,471**
COMPONENTS OF ENDING BALANCE:			
NON SPENDABLE	$1,190,000	$1,190,000	$1,190,000
RESTRICTED BALANCE	$15,790,120	$13,242,573	$11,497,542
COMMITTED BALANCE	$14,359,321	$8,717,432	$2,509,526
OTHER ASSIGNMENTS	$51,401,009	$66,161,201	$74,438,151
ECONOMIC UNCERTAINTIES	12,801,352	$12,600,988	$12,682,252

RESERVE AMOUNTS ABOVE THE STATUTORY REQUIREMENT

Total Assigned/Unassigned Fund Balance	$64,202,361
Allowed With No Explanation: 2% Operational Reserve	$12,801,352
Fund Balance that Requires a Statement of Reasons	$51,401,009

- Reasons for Reserve
  - LCAP Priorities
  - Instructional Materials/Adoptions
  - Addressing unexpected costs
  - Mitigating volatility in funding or expenditures

PROJECTED ENDING FUND BALANCES (ALL OTHER FUNDS)

Fund (all $s in 000's)	2016-17 Estimated Actuals	2017-18 July 1 Budget
Fund 09 – Charter School	$283	$1,580
Fund 12 – Child Development	$106	$113
Fund 13 – Cafeteria	$21,074	$18,342
Fund 14 – Deferred Maintenance	$909	$915
Fund 20 – Special Reserve Postemployment Benefits	$23,874	$28,934
Fund 21 – Building	$3,568	$3,071
Fund 25 – Capital Facilities	$16,620	$9,043
Fund 35 – School Facilities	$26,877	$26,994
Fund 40 – Special Reserve/Capital Outlay	$8,976	$4,673
Fund 49 – Capital Projects (COP)	$826	$803
Fund 51 – Bond Interest & Redemption	$21,124	$21,426
Fund 56 – Debt Service	$10,908	$11,033
Fund 67 – Self-Insurance	$20,149	$22,011
Fund 71 – Retiree Benefit Fund	$10,022	$10,047

NEXT STEPS

- September 2017
  - Unaudited Actuals (Data as of June 30)
- October 2017
  - OCDE will approve the LCAP by the October 2017 statutory deadline
- December 2017
  - Annual Financial Audit Report for 2016-17
  - 1st Interim Budget (Data as of October 31)
- March 2018
  - 2nd Interim Budget (Data as of January 31)

THANK YOU

Santa Ana Unified School District

SAUSD BUDGET

2017 - 2018

BOARD OF EDUCATION

Santa Ana Unified School District

John Palacio
President

Current Term: 2014-2018

Valerie Amezcua
Vice President

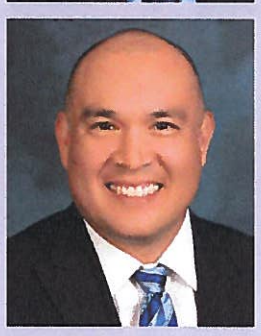
Current Term: 2014-2018

Cecilia "Ceci" Iglesias
Clerk

Current Term: 2016-2020

Alfonso Alvarez, Ed.D.
Member

Current Term: 2016-2020



Rigo Rodriguez, Ph.D.
Member

Current Term: 2016-2020

Our Success, Our Passion

In August 2012, the Santa Ana Unified School District Board of Education approved our new Vision and Mission Statements as part of the Seven Building Blocks to SAUSD's success. These statements align with the national direction and our implementation of the Common Core State Standards. They reflect SAUSD's path to providing a world-class education to ensure that our students are college and career ready and prepared to assume their role as a part of the global citizenry.

Success

Achievement

United

Service

Dedication

Vision Statement

We will work collaboratively and comprehensively with staff, parents, and the community to strengthen a learning environment focused on raising the achievement of all students and preparing them for success in college and career.

Mission Statement

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

Santa Ana Unified School District

Deputy Superintendent, Administrative Services
2017-18 Adopted Budget Message

The district's revenue projections are reflective of the K-12 revenues contained in the May Revision of the Governor's 2017 Budget Proposal as well as the projected student enrollment for the 2017-18 school year.

The May Revision reflects higher revenues above the January estimates for 2017-18 by $1.1 billion due to increases in personal income and corporate taxes, bringing a projected Proposition 98 funding to a total of $74.6 billion. Based on the Local Control Funding Formula (the state's K-12 Revenue Allocation formula) and the current Department of Finance revenue assumptions, the following factors were used to build our 2017-18 Adopted Budget.

Major State Budget May Revision - K-12 Adjustments

- **COLA** is presented in the Governor's May Revision proposal and for 2017-18 the rate used to calculate LCFF funding has increased from 1.48% to 1.56%**;**
- State Aid has increased by $0.66 billion for the Local Control Funding Formula [**LCFF**], bringing the total increase for 2017-18 to $1.4 billion [approximately $249 per ADA]. This provides funding to close the funding gap by **43.97 percent** to full LCFF implementation.
- $1.04 billion [approximately $173 per pupil] in unrestricted **one-time unfunded mandate reimbursements** funding is proposed. It is again intended to exhaust a portion of the state's wall of debt. If ultimately included in the state's enacted budget, SAUSD will incorporate into its next budget update.

District Projections

Santa Ana Unified forecasts an increase in overall on-going funding in the adopted budget primarily due to increases in State revenue, despite our current declining enrollment projections. The adopted budget does not include proposed one-time funds. Once the State budget negotiations are complete, one-time funds will be included in the next budget update. The 2017-18 adopted budget projects an unrestricted ending fund balance of $79.8 million.

SAUSD Long-range Planning

This budget is a numerical depiction of the Santa Ana Unified School District's academic program and strategic Local Control Accountability Plan (LCAP) goals, as well as fiscal solvency. Our three LCAP goals, formed through our LCAP stakeholder input, include 1) Teaching and Learning, 2) Engagement, 3) School Climate and Safety. Long-range external pressures that will result in increased costs to the district and that the district continues to monitor and plan for, are the Other Post Employment Benefit Obligations (OPEB), the annual monitoring of the Federal Affordable Care Act (ACA), technology refresh, increases in the district's contribution to employee health & welfare insurance benefits, as well as increases in the district's State employee retirement contributions (STRS and PERS).

While the district has demonstrated the ability to manage these and other costs through the 2019-20 school year, we continue to forecast and monitor projected changes in future years. This will help us to ensure ongoing fiscal solvency as we maintain the district's basic levels of operations. Ultimately, budget and programmatic priorities for new or redirected dollars are determined by the Board of Education with considerable input by our community stakeholders through the LCAP process.

This budget is being adopted according to statute, prior to June 30, 2017. Therefore, once the State Budget is adopted, a revision of this budget including revenue assumptions will be presented in accordance with State and County Office of Education guidance.

Edward T. Heatley, Ed.D., Deputy Superintendent, Administrative Services

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Introduction and Overview

2017-18 BUDGET

JULY 2017

The District develops the budget each year by identifying the changes in revenue from the Local Control Funding Formula (LCFF) and expenditures that are continuing, mandated, or required for operations. The Local Control Accountability Plan (LCAP) is the guiding plan for programming any new funding that is available after balancing the revenue and expenditure projections. The LCAP plan process is the guiding point set by the Board of Education and the community in providing prioritization for new funding as it becomes available after meeting all obligations for continuing, mandated, or required for operations.

July 1 Budget Report

Orange County Department of Education (OCDE), the District's oversight agency, provides guidance and direction as to which assumptions should reasonably be incorporated into the District's July 1 Budget Report.

The key assumptions included in the July 1 Budget are as follows:

Revenue Adjustments:

- Increase in LCFF funding of approximately $1.4 million from prior year, made up of the following:
  - Unduplicated pupil count of 93.8% (students who qualify for free or reduced price meals, English learners, and/or Foster Youth) and the State LCFF gap funding rate of 43.97% results in a decrease in revenue of approximately $2.2 million;
  - Increase in cost of living adjustment from 0% to 1.56% results in an increase in revenue of approximately $3.6 million.
- Reduction in federal funding of approximately $13.4 million, including Title I, Title I School Improvement Grant, Title II, Title III, as well as carryover;
- Reduction in other state funding of approximately $13 million, including a removal of one-time discretionary funds, an adjustment to Career Technical Education Incentive grant, Lottery funding, and various grants;
- Reduction in other local funding of approximately $5.5 million, including removal of E-Rate and Career Technical Education revenue and a decrease in interest and other local revenues.

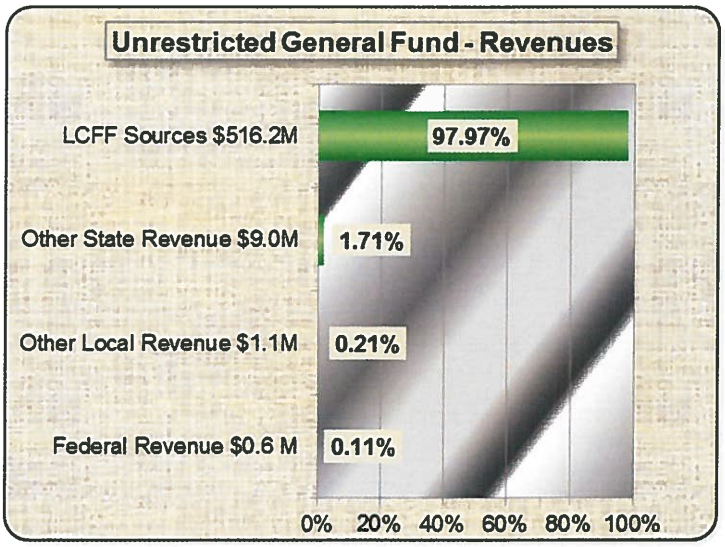
Expense Adjustments:

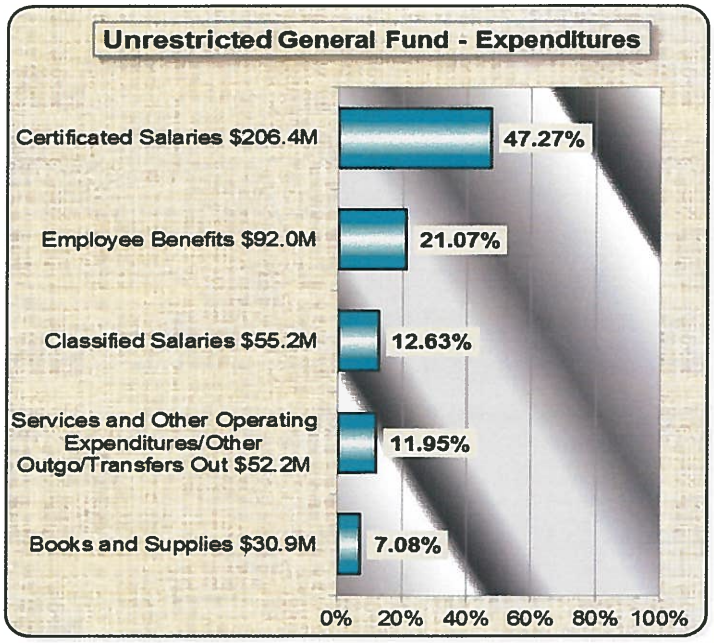
- Decrease in staffing allocation of approximately $5.2 million due to declining enrollment;
- Increase in employee benefits of approximately $8.5 million due to an increase in STRS/PERS rates as well as Health and Welfare costs;
- Removal of one-time expenditures as well as a reduction in E-Rate infrastructure cost;
- Removal of carryover, however, it will be budgeted at first interim when the actual amounts are known;
- Removal of interfund transfer of $15.1 million to Special Reserve Fund for Postemployment Benefits, Special Reserve Fund for Capital Outlay Projects for the remodeling of kitchen facilities projects, and QZAB solar energy payments;
- Removal of interfund transfer of approximately $1.5 million due to expiration of payments to Cafeteria funds, expiration of 2002 QZAB, and one-time grade level expansion at Advanced Learning Academy.

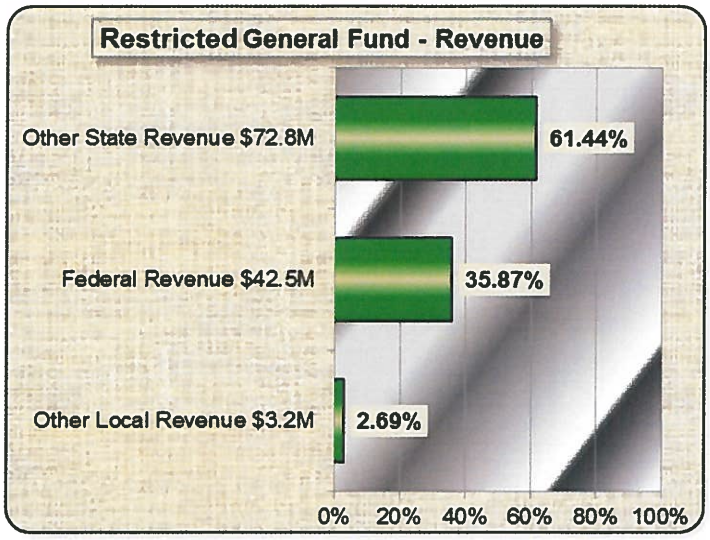
Labor Contract Negotiations: Negotiations with all bargaining units are still pending for 2017-18.

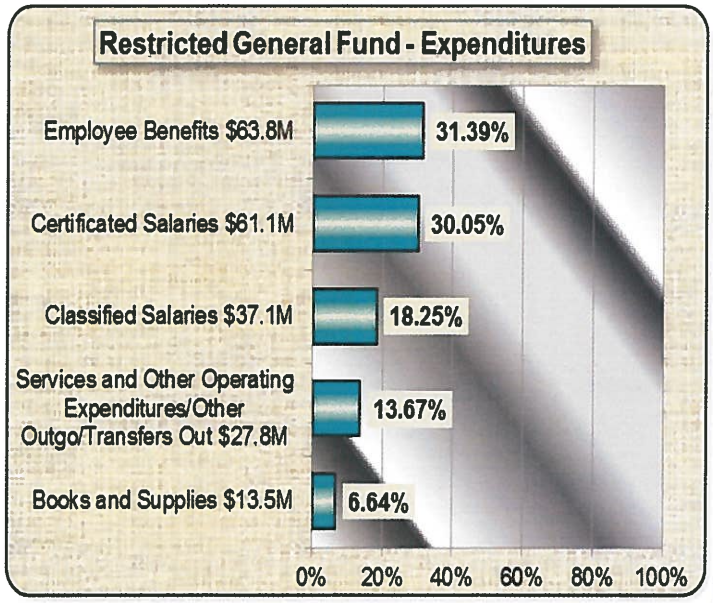
July 1 Budget Data

To represent the District's budget in a more readable format, the following bar charts identify the various elements of the 2017-18 budgets for the unrestricted and restricted general funds (i.e. the General Fund or Fund 01).









July 1 Budget – All Funds

In addition to the General Fund, the District has other funds that are utilized for specific purposes. In the table below, you will see a summary of the District budget for all other funds at the July 1 Budget.

Funds are allocated to the District based upon several criteria. The State requires that various funds be maintained for the proper accounting of revenue and expenditure activities carried out within the various funds. The "fund type" is important because it determines how the financial resources must be spent.

Fund #	Fund Name	Total Budget Expenditures Incl. Other Financing Sources/Uses ($ in million)
01	General Fund, Unrestricted & Restricted	$640.1
09	Charter Schools Special Revenue Fund	2.6
12	Child Development Fund	6.0
13	Cafeteria Fund	45.4
14	Deferred Maintenance Fund	3.8
20	Special Reserve for Postemployment Benefits	0.0
21	Building Fund	0.5
25	Capital Facilities Fund	9.8
35	County School Facilities Fund	0.0
40	Special Reserve Fund for Capital Outlay	20.9
49	Capital Project Fund for Blended Component Units	0.0
51	Bond Interest & Redemption Fund	20.3
56	Debt Service Fund	8.3
67	Self-Insurance Fund	18.0
71	Retiree Benefit Fund	0.0
	Total	**$775.7**

Cash Flow Considerations

The District projects a positive cash flow for 2017-18, 2018-19, and 2019-20 without any borrowing. The District continues to diligently monitor its cash flow.

District Multiyear Projections – General Fund

Multiyear projections (MYPs) are required by AB1200 and AB2756. It is the obligation of the school district to show that it will be able to meet its financial obligations in the current year and two subsequent fiscal years. A barometer of a district's financial strength is the district's unrestricted reserve percentage. Districts the size of SAUSD are required to maintain unrestricted reserves of at least 2% or roughly $13.0 million. While $13.0 million is a significant amount, the reserve is less than two weeks payroll, with monthly payroll of approximately $40 million.

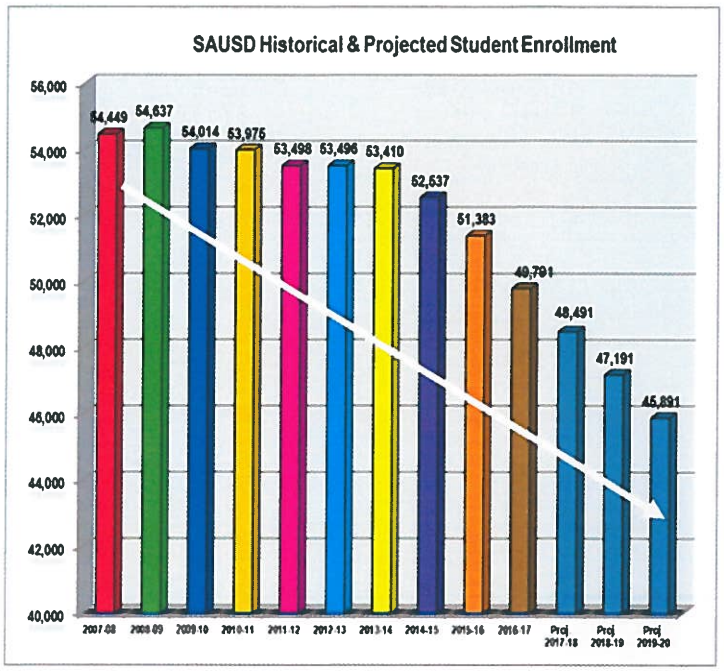
The multiyear projections were adjusted, beginning in 2018-19 to account for:

- The impact on projected declining enrollment of 1,300 from 2017-18 (approximately $14.6 million) as the District receives funding based upon the higher of the current or previous year ADA;
- A reduction in certificated staffing due to a projected enrollment loss of 1,300, resulting in a reduction in certificated expenditures of approximately $5.3 million;
- The projected step/column salary increase of approximately $2.0 million and $0.2 million for certificated and classified salaries, respectively;
- The projected increase of approximately $9.6 million in STRS/PERS and Health benefits costs;
- The removal of a one-time allocation for cheerleading of $5.0 million;
- A reduction of approximately $5.5 million for the purchase of 2018-19 chromebooks that will take place in 2017-18.

The District uses the estimated gap funding rates of 39.03% and 41.51% and COLA of 2.15% and 2.35% for 2018-19 and 2019-20, respectively. Revenue is projected to decrease in 2018-19 by approximately $2.5 million and continue to decrease in 2019-20 by an additional $0.6 million.

The State funds districts based on students who attend school.

- Student Enrollment. The District has experienced enrollment loss in 15 of the last 16 years. The District anticipates losing 1,300 students in 2018-19 and an additional 1,300 in 2019-20. The projected decline in student enrollment is reflected in revenue projections for the July 1 Budget.



SAUSD is submitting a positive certification to the State based on revenue assumptions that the District will be able to meet its General Fund obligations in the current and two subsequent fiscal years.

COMBINED GENERAL FUND			
($s in Millions)	2017-18	2018-19	2019-20
Beginning Fund Balance	$90.3	$95.5	$101.9
Revenues	$645.3	$636.4	$634.5
Expenditures	$640.1	$630.0	$634.1
Net Increase/(Decrease)	$5.2	$6.4	$0.4
Projected Ending Fund Balance	$95.5	$101.9	$102.3
Components of Projected Ending Fund Balance			
Stabilization Arrangements	$14.3	$8.7	$2.5
Revolving Cash/Stores	$1.2	$1.2	$1.2
Other Designations	$51.4	$66.2	$74.4
Restricted Reserves	$15.8	$13.2	$11.5
Unrestricted Reserve	$12.8	$12.6	$12.7
Unrestricted Reserve %	**2.0%**	**2.0%**	**2.0%**
Undesignated/Unappropriated	$0.0	$0.0	$0.0

For more information on SAUSD budget, please use the following link:
http://www.sausd.us/Page/434

Proposed LCAP Goals

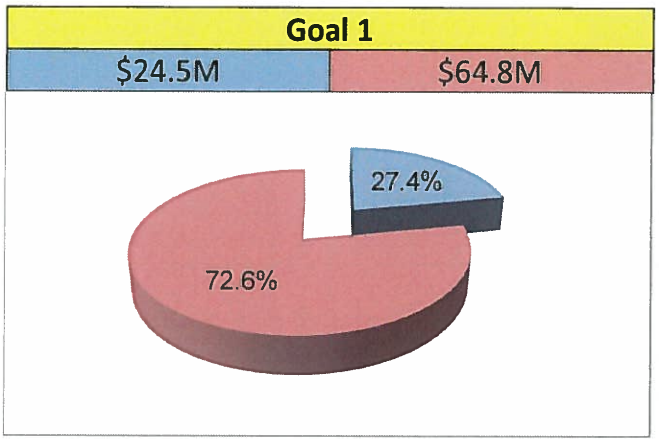
The 2017-18 Budget incorporates the action plans, services, and expenditures outlined in the proposed Local Control and Accountability Plan (LCAP) as shown in the charts below:

CORE	SUPPLEMENTAL
Actions and expenditures to meet the goals described for ALL pupils.	Additional annual actions above what is provided for all students that will serve low-income, English learner, and foster youth pupils.

Goal 1: Teaching and Learning

$89.3M

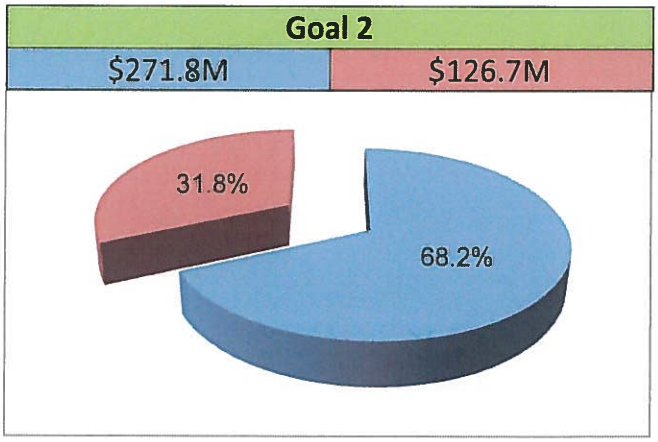
- Rigorous, standards-based instructional program, digital resources and Professional Development
- Course options (traditional & online)
- Progress monitoring
- Early literacy and numeracy
- AP, CTE and VAPA courses
- STEM and AVID programs
- Extended learning opportunities



Goal 2: Engagement

$398.5M

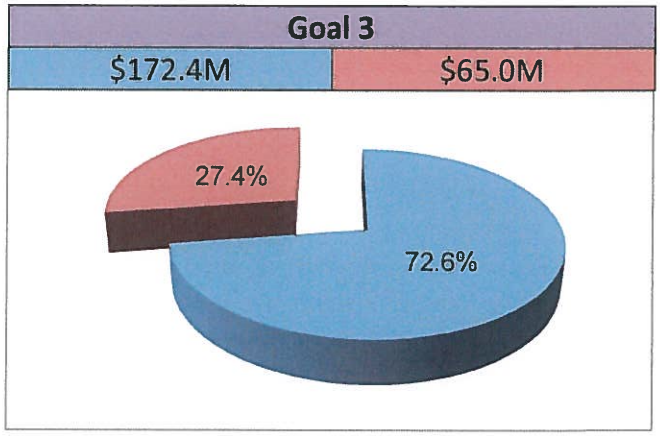
- Highly-qualified and well trained teachers and leaders
- Increased VAPA, Athletics and extracurricular opportunities
- Access to technology
- Project-based learning
- Parent training and workshops
- Increased library services and tutors
- Summer enrichment and bridge programs



Goal 3: School Climate and Safety

$237.4M

- Family events
- School safety and maintenance
- Welcoming school environments
- PBIS and dropout prevention efforts
- Mentoring and service learning
- Wellness programs and connections to community resources
- Parenting programs with childcare
- Translation services
- School climate & structured recess



ANNUAL BUDGET REPORT:
July 1, 2017 Budget Adoption

Insert "X" in applicable boxes:

[X] 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.

[X] 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:

Place: 1601 E Chestnut Ave, Santa Ana, CA
Date: June 08, 2017

Public Hearing:

Place: 1601 E Chestnut Ave, Santa Ana
Date: June 13, 2017
Time: 06:00 PM

Adoption Date: June 27, 2017

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	Not 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) Revenue	Projected change in LCFF revenue is within the standard for the budget and two subsequent fiscal years.	X	
5	Salaries and Benefits	Projected ratios of total unrestricted salaries and benefits to total unrestricted general fund expenditures are consistent with historical ratios for the budget and two subsequent fiscal years.	X	
6a	Other Revenues	Projected operating revenues (e.g., federal, other state, and other local) are within the standard for the budget and two subsequent fiscal years.		X
6b	Other Expenditures	Projected operating expenditures (e.g., books and supplies, and services and other operating) are within the standard for the budget and two subsequent fiscal years.		X
7	Ongoing and Major Maintenance Account	If applicable, required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account) is included in the budget.	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard for two or more of the last three fiscal years.	X	
9	Fund Balance	Unrestricted general fund beginning balance has not been overestimated by more than the standard for two or more of the last three fiscal years.	X	
10	Reserves	Projected available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the budget and two subsequent fiscal years.	X	

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 (2016-17) 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:	Jun 27, 2017	
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	

ADDITIONAL FISCAL INDICATORS (continued)			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:

(X) Our district is self-insured for workers' compensation claims as defined in Education Code Section 42141(a):

Total liabilities actuarially determined:	$ 13,632,622.00
Less: Amount of total liabilities reserved in budget:	$ 13,632,622.00
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 27, 2017

For additional information on this certification, please contact:

Name: Camille Boden

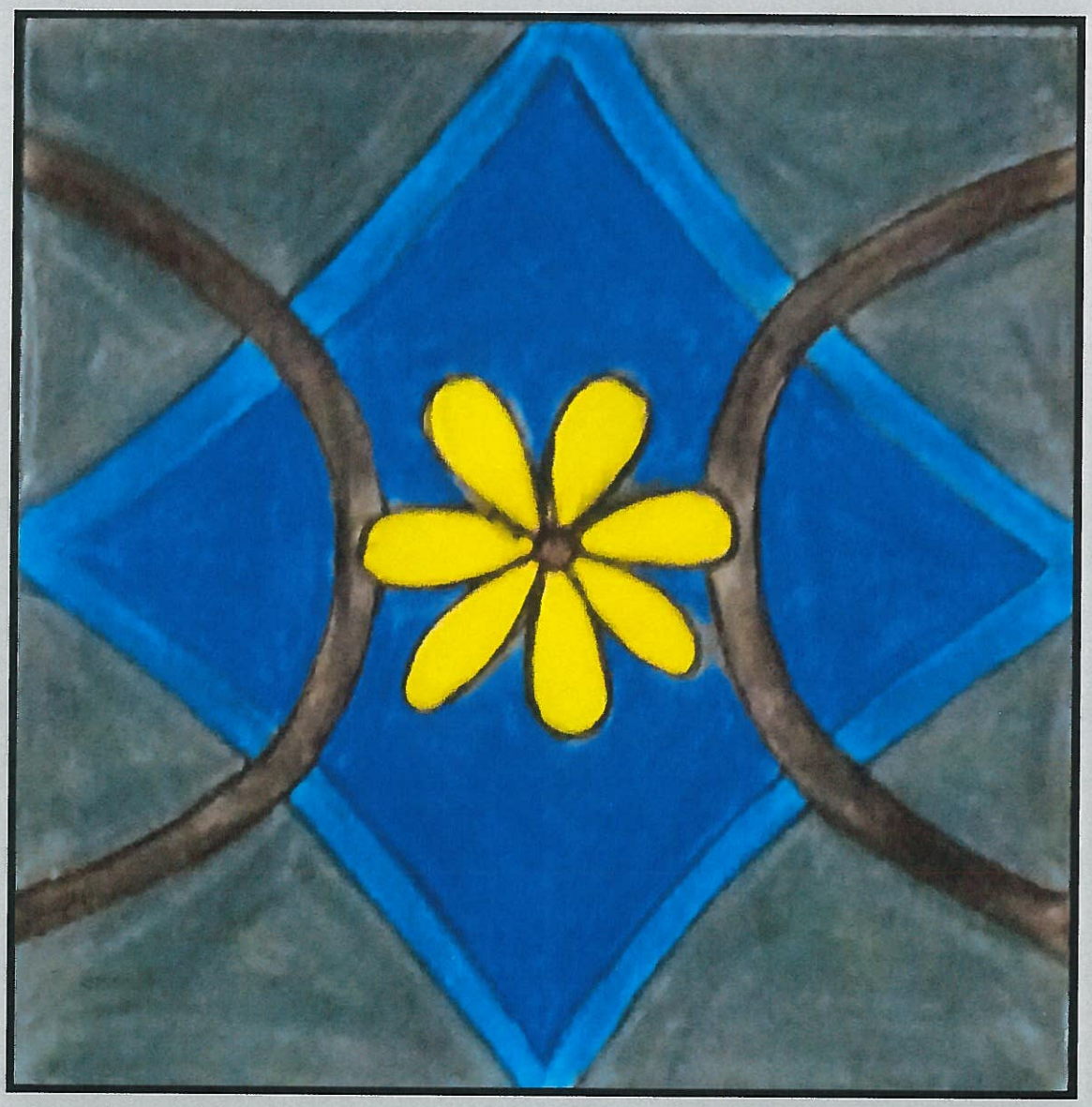
Title: Executive Director, Risk Management

Telephone: (714) 558-5856

E-mail: camille.boden@sausd.us

Operating Funds

Unrestricted and Restricted

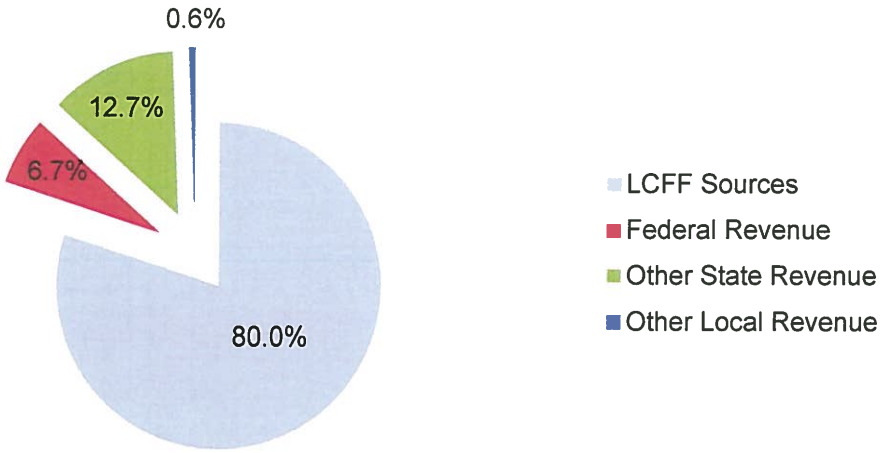


Artwork created by a Santa Ana Unified School District student from Lorin Griset Academy.

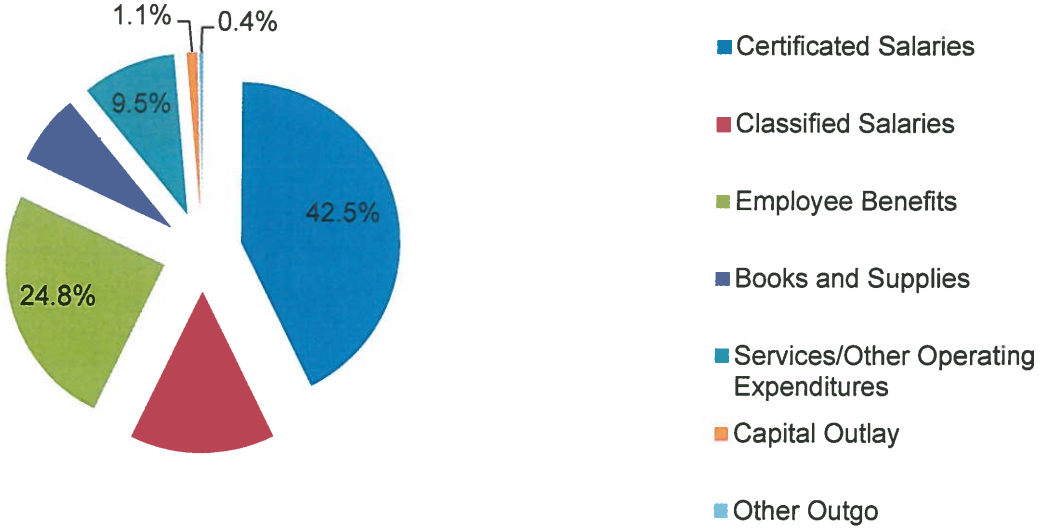
COMBINED GENERAL FUND (01)

Unrestricted and Restricted

The General Fund is the general operating fund of the District with the largest revenue coming from State Local Control Funding Formula (LCFF) sources (80.0%). Total projected revenue is $645.3 million.



The combined General Fund is used to account for financial activities, except those that are required to be accounted for in another fund. Employees' salaries and benefits represent the largest expenditures (82.0%). Total projected expenditures are $629.0 million. In addition, the District transfers dollars to other funds totaling $11.0 million for Certificates of Participation, Qualified Zone Academy Bonds, the Advanced Learning Academy Charter School, Special Reserve Fund for Postemployment Benefits, Nutrition Services' employee time for distributing and collecting the LCFF school programs funding verification forms from parents to determine students free and reduced meal statuses, as well as Health & Welfare consultants.



The District relies heavily on State revenue to run its daily operations in educating our students. The district projects to have a positive fund balance of approximately $95.5 million, which includes $15.8 million in restricted fund balances.

July 1 Budget
General Fund
Unrestricted and Restricted
Expenditures by Object

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2017-18 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
A. REVENUES									
1) LCFF Sources		8010-8099	514,078,741.22	0.00	514,078,741.22	516,182,413.00	0.00	516,182,413.00	0.4%
2) Federal Revenue		8100-8299	1,248,244.03	55,242,603.66	56,490,847.69	567,169.00	42,479,927.51	43,047,096.51	-23.8%
3) Other State Revenue		8300-8599	19,934,640.10	74,862,029.78	94,796,669.88	8,988,221.00	72,762,172.87	81,750,393.87	-13.8%
4) Other Local Revenue		8600-8799	5,818,902.16	4,028,760.80	9,847,662.96	1,118,500.00	3,183,724.03	4,302,224.03	-56.3%
5) TOTAL, REVENUES			541,080,527.51	134,133,394.24	675,213,921.75	526,856,303.00	118,425,824.41	645,282,127.41	-4.4%
B. EXPENDITURES									
1) Certificated Salaries		1000-1999	215,529,544.67	63,467,626.99	278,997,171.66	206,422,522.72	61,127,509.85	267,550,032.57	-4.1%
2) Classified Salaries		2000-2999	54,543,558.86	35,598,057.91	90,141,616.77	55,138,581.23	37,095,684.11	92,234,265.34	2.3%
3) Employee Benefits		3000-3999	88,622,323.14	56,861,504.33	145,483,827.47	92,032,858.54	63,842,301.84	155,875,160.38	7.1%
4) Books and Supplies		4000-4999	23,121,328.72	18,213,193.17	41,334,521.89	30,934,329.33	13,459,497.74	44,393,827.07	7.4%
5) Services and Other Operating Expenditures		5000-5999	53,673,748.13	23,747,862.41	77,421,610.54	42,019,803.68	17,723,547.68	59,743,351.36	-22.8%
6) Capital Outlay		6000-6999	2,503,567.37	4,127,156.81	6,630,724.18	5,569,814.00	1,142,299.40	6,712,113.40	1.2%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	1,924,739.12	3,243,307.00	5,168,046.12	2,194,618.00	3,219,923.00	5,414,541.00	4.8%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(6,216,805.07)	4,012,155.95	(2,204,649.12)	(8,609,996.62)	5,726,647.72	(2,883,348.90)	30.8%
9) TOTAL, EXPENDITURES			433,702,004.94	209,270,864.57	642,972,869.51	425,702,530.88	203,337,411.34	629,039,942.22	-2.2%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			107,378,522.57	(75,137,470.33)	32,241,052.24	101,153,772.12	(84,911,586.93)	16,242,185.19	-49.6%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	27,583,697.91	0.00	27,583,697.91	11,027,664.99	0.00	11,027,664.99	-60.0%
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	(77,023,675.70)	77,023,675.70	0.00	(84,322,642.05)	84,322,642.05	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(104,607,373.61)	77,023,675.70	(27,583,697.91)	(95,350,307.04)	84,322,642.05	(11,027,664.99)	-60.0%

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2017-18 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			2,771,148.96	1,886,205.37	4,657,354.33	5,803,465.08	(588,944.88)	5,214,520.20	12.0%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	71,177,067.73	14,492,859.75	85,669,927.48	73,948,216.69	16,379,065.12	90,327,281.81	5.4%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			71,177,067.73	14,492,859.75	85,669,927.48	73,948,216.69	16,379,065.12	90,327,281.81	5.4%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			71,177,067.73	14,492,859.75	85,669,927.48	73,948,216.69	16,379,065.12	90,327,281.81	5.4%
2) Ending Balance, June 30 (E + F1e)			73,948,216.69	16,379,065.12	90,327,281.81	79,751,681.77	15,790,120.24	95,541,802.01	5.8%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	190,000.00	0.00	190,000.00	190,000.00	0.00	190,000.00	0.0%
Stores		9712	1,000,000.00	0.00	1,000,000.00	1,000,000.00	0.00	1,000,000.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	16,379,065.12	16,379,065.12	0.00	15,790,120.24	15,790,120.24	-3.6%
c) Committed									
Stabilization Arrangements		9750	15,624,709.53	0.00	15,624,709.53	14,359,320.64	0.00	14,359,320.64	-8.1%
Other Commitments		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments		9780	43,722,375.81	0.00	43,722,375.81	51,401,008.99	0.00	51,401,008.99	17.6%
010032 Civic Center	0000	9780				*260,080.41*		*260,080.41*	
010033 Godinez Rental Fees	0000	9780				*79,397.68*		*79,397.68*	
010042 WASC	0000	9780				*27,507.90*		*27,507.90*	
010720 15-16 One-time Discretionary (E	0000	9780				*3,980,547.24*		*3,980,547.24*	
010808 CTE	0000	9780				*39,852.53*		*39,852.53*	
010000 Walker/Roosevelt Joint Use	0000	9780				*50,000.00*		*50,000.00*	
010031 Enterprise Planning (ERP) syste	0000	9780				*7,000,000.00*		*7,000,000.00*	
010031 Athletic Equipment	0000	9780				*128,000.00*		*128,000.00*	
010000 Artificial Turf	0000	9780				*3,180,953.00*		*3,180,953.00*	
010720 Furniture/equipment for ALA exp	0000	9780				*481,973.78*		*481,973.78*	
010000 Early Learning	0000	9780				*3,000,000.00*		*3,000,000.00*	
010000 Specialized spaces	0000	9780				*1,000,000.00*		*1,000,000.00*	
010000 Dual language immerson	0000	9780				*1,000,000.00*		*1,000,000.00*	
010031 Purchase of vehicles	0000	9780				*800,000.00*		*800,000.00*	

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2017-18 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
010000 Mariachi/folklorico	0000	9780				200,000.00		200,000.00	
010000 Declining enrollment	0000	9780				29,897,042.00		29,897,042.00	
010000 Instructional Materials	0000	9780				275,654.45		275,654.45	
010032 Civic Center	0000	9780	260,033.86		260,033.86				
010033 Godinez Rental Fees	0000	9780	54,909.05		54,909.05				
010042 WASC	0000	9780	27,507.90		27,507.90				
010720 15-16 One-time Discretionary (E	0000	9780	3,980,547.24		3,980,547.24				
010808 CTE	0000	9780	39,852.53		39,852.53				
010000 Walker/Roosevelt Joint Use	0000	9780	50,000.00		50,000.00				
010031 Enterprise Resource Planning (I	0000	9780	7,000,000.00		7,000,000.00				
010031 Remodeling expense	0000	9780	1,500,000.00		1,500,000.00				
010031 Athletic Equipment	0000	9780	128,000.00		128,000.00				
010000 Artificial Turf	0000	9780	3,180,953.00		3,180,953.00				
010720 Furniture/equipment for ALA ex	0000	9780	481,973.78		481,973.78				
010000 Early Learning	0000	9780	3,000,000.00		3,000,000.00				
010000 Specialized spaces	0000	9780	1,000,000.00		1,000,000.00				
010000 Dual language immersion	0000	9780	1,000,000.00		1,000,000.00				
010031 Purchase of vehicles	0000	9780	800,000.00		800,000.00				
010000 Mariachi/folklorico	0000	9780	200,000.00		200,000.00				
010000 Declining enrollment	0000	9780	15,259,944.00		15,259,944.00				
010803 Instructional Materials	0000	9780	275,654.45		275,654.45				
010030 Chromebooks purchase for 18-	0000	9780	5,483,000.00		5,483,000.00				
e) Unassigned/unappropriated									
Reserve for Economic Uncertainties		9789	13,411,131.35	0.00	13,411,131.35	12,801,352.14	0.00	12,801,352.14	-4.5%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2017-18 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
G. ASSETS									
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				
H. DEFERRED OUTFLOWS OF RESOURCES									
1) Deferred Outflows of Resources		9490	0.00	0.00	0.00				
2) TOTAL, DEFERRED OUTFLOWS			0.00	0.00	0.00				
I. LIABILITIES									
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				
J. DEFERRED INFLOWS OF RESOURCES									
1) Deferred Inflows of Resources		9690	0.00	0.00	0.00				
2) TOTAL, DEFERRED INFLOWS			0.00	0.00	0.00				
K. FUND EQUITY									
Ending Fund Balance, June 30									

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2017-18 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
(G9 + H2) - (I6 + J2)			0.00	0.00	0.00				

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2017-18 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
LCFF SOURCES									
Principal Apportionment									
State Aid - Current Year		8011	317,697,160.00	0.00	317,697,160.00	327,693,250.00	0.00	327,693,250.00	3.1%
Education Protection Account State Aid - Current Year		8012	67,629,373.00	0.00	67,629,373.00	59,642,680.00	0.00	59,642,680.00	-11.8%
State Aid - Prior Years		8019	(186,431.45)	0.00	(186,431.45)	0.00	0.00	0.00	-100.0%
Tax Relief Subventions									
Homeowners' Exemptions		8021	574,666.00	0.00	574,666.00	574,666.00	0.00	574,666.00	0.0%
Timber Yield Tax		8022	11.00	0.00	11.00	11.00	0.00	11.00	0.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes									
Secured Roll Taxes		8041	88,984,536.00	0.00	88,984,536.00	88,984,536.00	0.00	88,984,536.00	0.0%
Unsecured Roll Taxes		8042	5,487,281.00	0.00	5,487,281.00	5,487,281.00	0.00	5,487,281.00	0.0%
Prior Years' Taxes		8043	990,212.00	0.00	990,212.00	990,212.00	0.00	990,212.00	0.0%
Supplemental Taxes		8044	5,998,449.00	0.00	5,998,449.00	5,998,449.00	0.00	5,998,449.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	30,392,530.00	0.00	30,392,530.00	30,392,530.00	0.00	30,392,530.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	13,595,342.00	0.00	13,595,342.00	13,595,342.00	0.00	13,595,342.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)									
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			531,163,128.55	0.00	531,163,128.55	533,358,957.00	0.00	533,358,957.00	0.4%
LCFF Transfers									
Unrestricted LCFF Transfers - Current Year	0000	8091	(4,003,028.33)		(4,003,028.33)	(3,754,792.00)		(3,754,792.00)	-6.2%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	(13,081,359.00)	0.00	(13,081,359.00)	(13,421,752.00)	0.00	(13,421,752.00)	2.6%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2017-18 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & 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			514,078,741.22	0.00	514,078,741.22	516,182,413.00	0.00	516,182,413.00	0.4%
FEDERAL REVENUE									
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	9,290,777.00	9,290,777.00	0.00	9,290,777.00	9,290,777.00	0.0%
Special Education Discretionary Grants		8182	0.00	2,568,363.53	2,568,363.53	0.00	2,549,944.00	2,549,944.00	-0.7%
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%
Title I, Part A, Basic	3010	8290		21,639,830.21	21,639,830.21		14,216,751.00	14,216,751.00	-34.3%
Title I, Part D, Local Delinquent Programs	3025	8290		0.00	0.00		0.00	0.00	0.0%
Title II, Part A, Educator Quality	4035	8290		3,875,658.68	3,875,658.68		2,105,634.00	2,105,634.00	-45.7%
Title III, Part A, Immigrant Education Program	4201	8290		84,405.00	84,405.00		84,405.00	84,405.00	0.0%

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2017-18 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
Title III, Part A, English Learner Program	4203	8290		3,626,538.57	3,626,538.57		2,645,926.00	2,645,926.00	-27.0%
Title V, Part B, Public Charter Schools Grant Program (PCSGP) (NCLB)	4610	8290		0.00	0.00		0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3012-3020, 3030-3199, 4036-4126, 5510	8290		6,347,937.77	6,347,937.77		3,202,555.00	3,202,555.00	-49.5%
Career and Technical Education	3500-3599	8290		509,537.00	509,537.00		421,589.00	421,589.00	-17.3%
All Other Federal Revenue	All Other	8290	1,248,244.03	7,299,555.90	8,547,799.93	567,169.00	7,962,346.51	8,529,515.51	-0.2%
TOTAL, FEDERAL REVENUE			1,248,244.03	55,242,603.66	56,490,847.69	567,169.00	42,479,927.51	43,047,096.51	-23.8%
OTHER STATE REVENUE									
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		27,390,395.00	27,390,395.00		27,232,798.00	27,232,798.00	-0.6%
Prior Years	6500	8319		272,074.00	272,074.00		0.00	0.00	-100.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	410,297.62	410,297.62	0.00	410,000.00	410,000.00	-0.1%
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		8520	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	12,509,104.00	0.00	12,509,104.00	1,750,919.00	0.00	1,750,919.00	-86.0%
Lottery - Unrestricted and Instructional Materials		8560	7,189,564.00	2,246,739.00	9,436,303.00	7,037,302.00	2,199,157.00	9,236,459.00	-2.1%
Tax Relief Subventions Restricted Levies - Other									
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590		8,061,117.68	8,061,117.68		8,061,117.68	8,061,117.68	0.0%
Charter School Facility Grant	6030	8590		0.00	0.00		0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690	8590		0.00	0.00		0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590		3,302,847.00	3,302,847.00		3,392,275.00	3,392,275.00	2.7%
Career Technical Education Incentive									

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals Unrestricted (A)	2016-17 Estimated Actuals Restricted (B)	2016-17 Estimated Actuals Total Fund col. A + B (C)	2017-18 Budget Unrestricted (D)	2017-18 Budget Restricted (E)	2017-18 Budget Total Fund col. D + E (F)	% Diff Column C & F
Grant Program	6387	8590		2,748,474.00	2,748,474.00		1,447,726.39	1,447,726.39	-47.3%
American Indian Early Childhood Education	7210	8590		0.00	0.00		0.00	0.00	0.0%
Specialized Secondary	7370	8590		90,000.00	90,000.00		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	235,972.10	30,340,085.48	30,576,057.58	200,000.00	30,019,098.80	30,219,098.80	-1.2%
TOTAL, OTHER STATE REVENUE			19,934,640.10	74,862,029.78	94,796,669.88	8,988,221.00	72,762,172.87	81,750,393.87	-13.8%

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2017-18 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
OTHER LOCAL REVENUE									
Other Local Revenue									
County and District Taxes									
Other Restricted Levies									
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes									
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	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		8629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sales									
Sale of Equipment/Supplies		8631	24,000.00	0.00	24,000.00	20,000.00	0.00	20,000.00	-16.7%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	529,304.42	674,590.00	1,203,894.42	402,000.00	532,344.00	934,344.00	-22.4%
Interest		8660	850,000.00	0.00	850,000.00	350,000.00	0.00	350,000.00	-58.8%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts									
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	385,053.00	16,500.00	401,553.00	0.00	0.00	0.00	-100.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	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	2016-17 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2017-18 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & 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	3,985,544.74	2,251,985.80	6,237,530.54	301,500.00	1,565,695.03	1,867,195.03	-70.1%
Tuition		8710	0.00	1,085,685.00	1,085,685.00	0.00	1,085,685.00	1,085,685.00	0.0%
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 County Offices	6500	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6500	8793		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers									
From Districts or Charter Schools	6360	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6360	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6360	8793		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments									
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			5,818,902.16	4,028,760.80	9,847,662.96	1,118,500.00	3,183,724.03	4,302,224.03	-56.3%
TOTAL, REVENUES			541,080,527.51	134,133,394.24	675,213,921.75	526,856,303.00	118,425,824.41	645,282,127.41	-4.4%

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2017-18 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
CERTIFICATED SALARIES									
Certificated Teachers' Salaries		1100	178,933,594.92	49,167,946.05	228,101,540.97	172,672,350.19	48,369,776.30	221,042,126.49	-3.1%
Certificated Pupil Support Salaries		1200	9,505,940.86	5,610,009.83	15,115,950.69	9,599,524.97	5,657,186.46	15,256,711.43	0.9%
Certificated Supervisors' and Administrators' Salaries		1300	18,242,683.71	1,836,665.74	20,079,349.45	17,558,847.76	1,592,146.00	19,150,993.76	-4.6%
Other Certificated Salaries		1900	8,847,325.18	6,853,005.37	15,700,330.55	6,591,799.80	5,508,401.09	12,100,200.89	-22.9%
TOTAL, CERTIFICATED SALARIES			215,529,544.67	63,467,626.99	278,997,171.66	206,422,522.72	61,127,509.85	267,550,032.57	-4.1%
CLASSIFIED SALARIES									
Classified Instructional Salaries		2100	4,000,084.61	22,739,495.88	26,739,580.49	4,677,794.93	24,321,831.67	28,999,626.60	8.5%
Classified Support Salaries		2200	19,889,001.82	7,994,542.15	27,883,543.97	19,626,317.29	8,308,887.57	27,935,204.86	0.2%
Classified Supervisors' and Administrators' Salaries		2300	3,541,140.97	1,040,537.12	4,581,678.09	3,911,636.98	1,044,275.42	4,955,912.40	8.2%
Clerical, Technical and Office Salaries		2400	22,317,937.33	2,986,170.47	25,304,107.80	21,793,518.46	2,471,028.96	24,264,547.42	-4.1%
Other Classified Salaries		2900	4,795,394.13	837,312.29	5,632,706.42	5,129,313.57	949,660.49	6,078,974.06	7.9%
TOTAL, CLASSIFIED SALARIES			54,543,558.86	35,598,057.91	90,141,616.77	55,138,581.23	37,095,684.11	92,234,265.34	2.3%
EMPLOYEE BENEFITS									
STRS		3101-3102	26,530,727.50	28,734,880.65	55,265,608.15	29,446,922.92	32,372,169.50	61,819,092.42	11.9%
PERS		3201-3202	7,113,075.62	5,206,093.43	12,319,169.05	8,024,227.45	5,880,153.35	13,904,380.80	12.9%
OASDI/Medicare/Alternative		3301-3302	6,962,445.47	3,713,711.20	10,676,156.67	6,772,634.54	3,816,306.94	10,588,941.48	-0.8%
Health and Welfare Benefits		3401-3402	36,998,023.53	15,364,319.02	52,362,342.55	38,229,492.28	16,356,618.47	54,586,110.75	4.2%
Unemployment Insurance		3501-3502	134,721.68	51,535.05	186,256.73	147,860.73	49,121.74	196,982.47	5.8%
Workers' Compensation		3601-3602	4,047,545.94	1,461,309.67	5,508,855.61	3,904,423.93	1,463,634.63	5,368,058.56	-2.6%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	6,835,783.40	2,329,655.31	9,165,438.71	5,507,296.69	3,904,297.21	9,411,593.90	2.7%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			88,622,323.14	56,861,504.33	145,483,827.47	92,032,858.54	63,842,301.84	155,875,160.38	7.1%
BOOKS AND SUPPLIES									
Approved Textbooks and Core Curricula Materials		4100	7,313,268.11	1,478,538.14	8,791,806.25	7,880,800.00	1,325,560.00	9,206,360.00	4.7%
Books and Other Reference Materials		4200	55,625.73	246,769.16	302,394.89	11,220.00	42,859.49	54,079.49	-82.1%
Materials and Supplies		4300	10,763,013.10	13,442,913.42	24,205,926.52	20,635,504.57	10,582,689.34	31,218,193.91	29.0%

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2017-18 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
Noncapitalized Equipment		4400	3,991,421.78	3,044,263.70	7,035,685.48	1,408,804.76	1,508,388.91	2,917,193.67	-58.5%
Food		4700	998,000.00	708.75	998,708.75	998,000.00	0.00	998,000.00	-0.1%
TOTAL, BOOKS AND SUPPLIES			23,121,328.72	18,213,193.17	41,334,521.89	30,934,329.33	13,459,497.74	44,393,827.07	7.4%
SERVICES AND OTHER OPERATING EXPENDITURES									
Subagreements for Services		5100	13,656,340.89	8,993,134.92	22,649,475.81	13,168,918.55	6,757,247.77	19,926,166.32	-12.0%
Travel and Conferences		5200	837,375.76	1,537,769.68	2,375,145.44	676,003.88	478,360.53	1,154,364.41	-51.4%
Dues and Memberships		5300	494,836.54	233,023.00	727,859.54	555,246.00	48,171.00	603,417.00	-17.1%
Insurance		5400 - 5450	3,422,258.48	6,889.00	3,429,147.48	3,614,355.00	5,807.00	3,620,162.00	5.6%
Operations and Housekeeping Services		5500	8,663,732.71	77,550.00	8,741,282.71	8,989,092.00	81,550.00	9,070,642.00	3.8%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	2,935,755.72	3,448,785.70	6,384,541.42	3,383,743.82	3,578,554.00	6,962,297.82	9.0%
Transfers of Direct Costs		5710	(818,250.15)	818,250.15	0.00	(606,172.48)	606,172.48	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(52,284.09)	0.00	(52,284.09)	(33,170.00)	0.00	(33,170.00)	-36.6%
Professional/Consulting Services and Operating Expenditures		5800	23,809,630.60	8,529,201.17	32,338,831.77	11,473,776.91	6,025,032.06	17,498,808.97	-45.9%
Communications		5900	724,351.67	103,258.79	827,610.46	798,010.00	142,652.84	940,662.84	13.7%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			53,673,748.13	23,747,862.41	77,421,610.54	42,019,803.68	17,723,547.68	59,743,351.36	-22.8%

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2017-18 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
CAPITAL OUTLAY									
Land		6100	108,121.35	0.00	108,121.35	74,030.00	0.00	74,030.00	-31.5%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	785,181.56	3,087,964.97	3,873,146.53	1,500,000.00	182,299.40	1,682,299.40	-56.6%
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	1,324,913.46	982,691.84	2,307,605.30	3,730,284.00	900,000.00	4,630,284.00	100.7%
Equipment Replacement		6500	285,351.00	56,500.00	341,851.00	265,500.00	60,000.00	325,500.00	-4.8%
TOTAL, CAPITAL OUTLAY			2,503,567.37	4,127,156.81	6,630,724.18	5,569,814.00	1,142,299.40	6,712,113.40	1.2%
OTHER OUTGO (excluding Transfers of Indirect Costs)									
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	29,439.00	29,439.00	0.00	8,998.00	8,998.00	-69.4%
Tuition, Excess Costs, and/or Deficit Payments									
Payments to Districts or Charter Schools		7141	0.00	583,229.00	583,229.00	0.00	580,286.00	580,286.00	-0.5%
Payments to County Offices		7142	1,673,215.12	2,548,796.00	4,222,011.12	1,943,094.00	2,548,796.00	4,491,890.00	6.4%
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%

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2017-18 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & 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)			1,924,739.12	3,243,307.00	5,168,046.12	2,194,618.00	3,219,923.00	5,414,541.00	4.8%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS									
Transfers of Indirect Costs		7310	(4,012,155.95)	4,012,155.95	0.00	(5,726,647.72)	5,726,647.72	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	(2,204,649.12)	0.00	(2,204,649.12)	(2,883,348.90)	0.00	(2,883,348.90)	30.8%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(6,216,805.07)	4,012,155.95	(2,204,649.12)	(8,609,996.62)	5,726,647.72	(2,883,348.90)	30.8%
TOTAL, EXPENDITURES			433,702,004.94	209,270,864.57	642,972,869.51	425,702,530.88	203,337,411.34	629,039,942.22	-2.2%

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2017-18 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
INTERFUND TRANSFERS									
INTERFUND TRANSFERS IN									
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
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			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT									
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	21,388,229.55	0.00	21,388,229.55	6,232,437.99	0.00	6,232,437.99	-70.9%
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	513,553.09	0.00	513,553.09	6,000.00	0.00	6,000.00	-98.8%
Other Authorized Interfund Transfers Out		7619	5,681,915.27	0.00	5,681,915.27	4,789,227.00	0.00	4,789,227.00	-15.7%
(b) TOTAL, INTERFUND TRANSFERS OUT			27,583,697.91	0.00	27,583,697.91	11,027,664.99	0.00	11,027,664.99	-60.0%
OTHER SOURCES/USES									
SOURCES									
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
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	2016-17 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2017-18 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
USES									
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%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS									
Contributions from Unrestricted Revenues		8980	(77,059,925.36)	77,059,925.36	0.00	(84,322,642.05)	84,322,642.05	0.00	0.0%
Contributions from Restricted Revenues		8990	36,249.66	(36,249.66)	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(77,023,675.70)	77,023,675.70	0.00	(84,322,642.05)	84,322,642.05	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(104,607,373.61)	77,023,675.70	(27,583,697.91)	(95,350,307.04)	84,322,642.05	(11,027,664.99)	-60.0%

Description	Function Codes	Object Codes	2016-17 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2017-18 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
A. REVENUES									
1) LCFF Sources		8010-8099	514,078,741.22	0.00	514,078,741.22	516,182,413.00	0.00	516,182,413.00	0.4%
2) Federal Revenue		8100-8299	1,248,244.03	55,242,603.66	56,490,847.69	567,169.00	42,479,927.51	43,047,096.51	-23.8%
3) Other State Revenue		8300-8599	19,934,640.10	74,862,029.78	94,796,669.88	8,988,221.00	72,762,172.87	81,750,393.87	-13.8%
4) Other Local Revenue		8600-8799	5,818,902.16	4,028,760.80	9,847,662.96	1,118,500.00	3,183,724.03	4,302,224.03	-56.3%
5) TOTAL, REVENUES			541,080,527.51	134,133,394.24	675,213,921.75	526,856,303.00	118,425,824.41	645,282,127.41	-4.4%
B. EXPENDITURES (Objects 1000-7999)									
1) Instruction	1000-1999		264,869,725.55	145,226,301.90	410,096,027.45	266,017,546.52	142,736,715.86	408,754,262.38	-0.3%
2) Instruction - Related Services	2000-2999		54,589,613.17	20,938,897.13	75,528,510.30	49,523,782.47	18,367,268.75	67,891,051.22	-10.1%
3) Pupil Services	3000-3999		31,316,940.19	14,646,341.87	45,963,282.06	32,979,837.23	14,693,599.99	47,673,437.22	3.7%
4) Ancillary Services	4000-4999		5,661,727.53	135,487.16	5,797,214.69	10,366,586.84	57,733.00	10,424,319.84	79.8%
5) Community Services	5000-5999		111,418.16	15,807.60	127,225.76	141,555.20	0.00	141,555.20	11.3%
6) Enterprise	6000-6999		5,009.21	0.00	5,009.21	0.00	0.00	0.00	-100.0%
7) General Administration	7000-7999		35,240,148.78	4,606,915.06	39,847,063.84	24,746,348.58	6,319,437.73	31,065,786.31	-22.0%
8) Plant Services	8000-8999		39,977,042.23	20,457,806.85	60,434,849.08	39,726,615.04	17,942,733.01	57,669,348.05	-4.6%
9) Other Outgo	9000-9999	Except 7600-7699	1,930,380.12	3,243,307.00	5,173,687.12	2,200,259.00	3,219,923.00	5,420,182.00	4.8%
10) TOTAL, EXPENDITURES			433,702,004.94	209,270,864.57	642,972,869.51	425,702,530.88	203,337,411.34	629,039,942.22	-2.2%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			107,378,522.57	(75,137,470.33)	32,241,052.24	101,153,772.12	(84,911,586.93)	16,242,185.19	-49.6%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	27,583,697.91	0.00	27,583,697.91	11,027,664.99	0.00	11,027,664.99	-60.0%
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	(77,023,675.70)	77,023,675.70	0.00	(84,322,642.05)	84,322,642.05	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(104,607,373.61)	77,023,675.70	(27,583,697.91)	(95,350,307.04)	84,322,642.05	(11,027,664.99)	-60.0%

Description	Function Codes	Object Codes	2016-17 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2017-18 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			2,771,148.96	1,886,205.37	4,657,354.33	5,803,465.08	(588,944.88)	5,214,520.20	12.0%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	71,177,067.73	14,492,859.75	85,669,927.48	73,948,216.69	16,379,065.12	90,327,281.81	5.4%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			71,177,067.73	14,492,859.75	85,669,927.48	73,948,216.69	16,379,065.12	90,327,281.81	5.4%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			71,177,067.73	14,492,859.75	85,669,927.48	73,948,216.69	16,379,065.12	90,327,281.81	5.4%
2) Ending Balance, June 30 (E + F1e)			73,948,216.69	16,379,065.12	90,327,281.81	79,751,681.77	15,790,120.24	95,541,802.01	5.8%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	190,000.00	0.00	190,000.00	190,000.00	0.00	190,000.00	0.0%
Stores		9712	1,000,000.00	0.00	1,000,000.00	1,000,000.00	0.00	1,000,000.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	16,379,065.12	16,379,065.12	0.00	15,790,120.24	15,790,120.24	-3.6%
c) Committed									
Stabilization Arrangements		9750	15,624,709.53	0.00	15,624,709.53	14,359,320.64	0.00	14,359,320.64	-8.1%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments (by Resource/Object)		9780	43,722,375.81	0.00	43,722,375.81	51,401,008.99	0.00	51,401,008.99	17.6%
010032 Civic Center	0000	9780				260,080.41		260,080.41	
010033 Godinez Rental Fees	0000	9780				79,397.68		79,397.68	
010042 WASC	0000	9780				27,507.90		27,507.90	
010720 15-16 One-time Discretionary (E	0000	9780				3,980,547.24		3,980,547.24	
010808 CTE	0000	9780				39,852.53		39,852.53	
010000 Walker/Roosevelt Joint Use	0000	9780				50,000.00		50,000.00	
010031 Enterprise Planning (ERP) syste	0000	9780				7,000,000.00		7,000,000.00	
010031 Athletic Equipment	0000	9780				128,000.00		128,000.00	
010000 Artificial Turf	0000	9780				3,180,953.00		3,180,953.00	
010720 Furniture/equipment for ALA exp	0000	9780				481,973.78		481,973.78	
010000 Early Learning	0000	9780				3,000,000.00		3,000,000.00	
010000 Specialized spaces	0000	9780				1,000,000.00		1,000,000.00	

Description	Function Codes	Object Codes	2016-17 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2017-18 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
010000 Dual language immerson	0000	9780				1,000,000.00		1,000,000.00	
010031 Purchase of vehicles	0000	9780				800,000.00		800,000.00	
010000 Mariachi/folklorico	0000	9780				200,000.00		200,000.00	
010000 Declining enrollment	0000	9780				29,897,042.00		29,897,042.00	
010000 Instructional Materials	0000	9780				275,654.45		275,654.45	
010032 Civic Center	0000	9780	260,033.86		260,033.86				
010033 Godinez Rental Fees	0000	9780	54,909.05		54,909.05				
010042 WASC	0000	9780	27,507.90		27,507.90				
010720 15-16 One-time Discretionary (E	0000	9780	3,980,547.24		3,980,547.24				
010808 CTE	0000	9780	39,852.53		39,852.53				
010000 Walker/Roosevelt Joint Use	0000	9780	50,000.00		50,000.00				
010031 Enterprise Resource Planning (I	0000	9780	7,000,000.00		7,000,000.00				
010031 Remodeling expense	0000	9780	1,500,000.00		1,500,000.00				
010031 Athletic Equipment	0000	9780	128,000.00		128,000.00				
010000 Artificial Turf	0000	9780	3,180,953.00		3,180,953.00				
010720 Furniture/equipment for ALA ex	0000	9780	481,973.78		481,973.78				
010000 Early Learning	0000	9780	3,000,000.00		3,000,000.00				
010000 Specialized spaces	0000	9780	1,000,000.00		1,000,000.00				
010000 Dual language immersion	0000	9780	1,000,000.00		1,000,000.00				
010031 Purchase of vehicles	0000	9780	800,000.00		800,000.00				
010000 Mariachi/folklorico	0000	9780	200,000.00		200,000.00				
010000 Declining enrollment	0000	9780	15,259,944.00		15,259,944.00				
010803 Instructional Materials	0000	9780	275,654.45		275,654.45				
010030 Chromebooks purchase for 18-	0000	9780	5,483,000.00		5,483,000.00				
e) Unassigned/unappropriated									
Reserve for Economic Uncertainties		9789	13,411,131.35	0.00	13,411,131.35	12,801,352.14	0.00	12,801,352.14	-4.5%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Resource	Description	2016-17 Estimated Actuals	2017-18 Budget
5640	Medi-Cal Billing Option	170,140.29	75,578.57
6230	California Clean Energy Jobs Act	2,863,058.68	5,931,167.28
6264	Educator Effectiveness (15-16)	2,338,185.87	0.00
6300	Lottery: Instructional Materials	123,218.00	0.00
6512	Special Ed: Mental Health Services	1,075,674.82	799,677.91
7338	College Readiness Block Grant	1,966,130.69	1,095,186.24
8150	Ongoing & Major Maintenance Account (RMA: Education Code Secti	4,239,111.05	4,575,126.52
9010	Other Restricted Local	3,603,545.72	3,313,383.72
Total, Restricted Balance		16,379,065.12	15,790,120.24

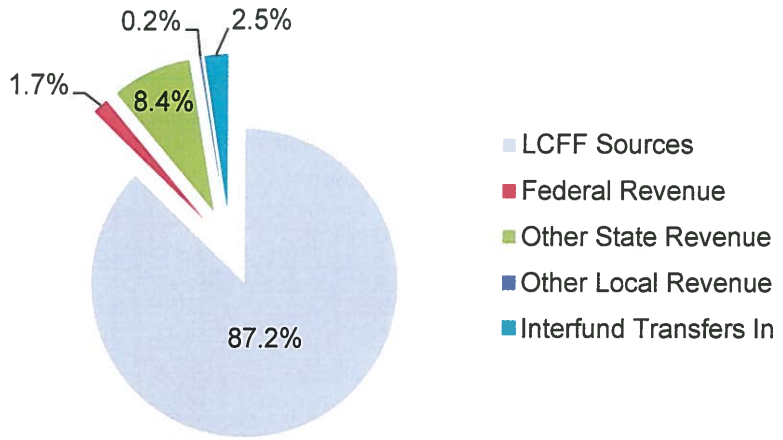
Charter Schools Special Revenue Fund

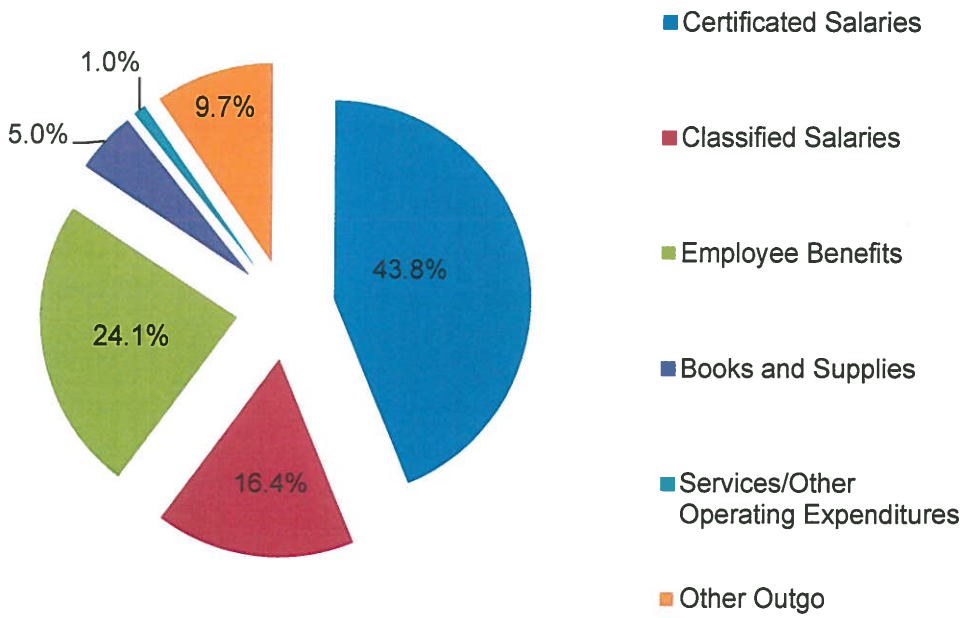
Artwork created by a Santa Ana Unified School District student from Monroe Elementary School.

Charter Schools
Special Revenue Fund (09)

The Charter Schools Special Revenue Fund is a special revenue fund used to record pass-through financial activities for Advanced Learning Academy (ALA).

Fund 09 is utilized as the chief operating fund to account separately for activities of ALA. The budget for 2017-18 includes ninth grade level expansion. Attendance is projected to increase by approximately 128.85 ADA from 2016-17.





The projected ending fund balance of $1.6 million is to be utilized to cover any additional grade level expansion cost.

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	2,120,858.00	3,435,427.00	62.0%
2) Federal Revenue		8100-8299	42,765.74	66,416.00	55.3%
3) Other State Revenue		8300-8599	307,577.00	329,187.00	7.0%
4) Other Local Revenue		8600-8799	12,100.00	10,000.00	-17.4%
5) TOTAL, REVENUES			2,483,300.74	3,841,030.00	54.7%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	1,123,806.82	1,157,436.00	3.0%
2) Classified Salaries		2000-2999	372,223.29	434,767.79	16.8%
3) Employee Benefits		3000-3999	542,906.72	636,766.77	17.3%
4) Books and Supplies		4000-4999	576,726.47	129,648.00	-77.5%
5) Services and Other Operating Expenditures		5000-5999	176,456.93	26,850.21	-84.8%
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	86,242.28	256,915.00	197.9%
9) TOTAL, EXPENDITURES			2,878,362.51	2,642,383.77	-8.2%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(395,061.77)	1,198,646.23	-403.4%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	678,348.22	97,712.00	-85.6%
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			678,348.22	97,712.00	-85.6%

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			283,286.45	1,296,358.23	357.6%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	0.00	283,286.45	New
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			0.00	283,286.45	New
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			0.00	283,286.45	New
2) Ending Balance, June 30 (E + F1e)			283,286.45	1,579,644.68	457.6%
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	10,538.00	10,538.00	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	272,748.45	1,569,106.68	475.3%
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	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
G. ASSETS					
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		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
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		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
LCFF SOURCES					
Principal Apportionment					
State Aid - Current Year		8011	1,537,635.00	2,498,915.00	62.5%
Education Protection Account State Aid - Current Year		8012	45,360.00	71,130.00	56.8%
State Aid - Prior Years		8019	(104.00)	0.00	-100.0%
LCFF Transfers					
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	537,967.00	865,382.00	60.9%
Property Taxes Transfers		8097	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			2,120,858.00	3,435,427.00	62.0%
FEDERAL REVENUE					
Maintenance and Operations		8110	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	0.00	0.0%
Special Education Discretionary Grants		8182	0.00	0.00	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	42,765.74	66,416.00	55.3%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.0%
Title II, Part A, Educator Quality	4035	8290	0.00	0.00	0.0%
Title III, Part A, Immigrant Education Program	4201	8290	0.00	0.00	0.0%
Title III, Part A, English Learner Program	4203	8290	0.00	0.00	0.0%
Title V, Part B, Public Charter Schools Grant Program (PCSGP) (NCLB)	4610	8290	0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3012-3020, 3030-3199, 4036-4126, 5510	8290	0.00	0.00	0.0%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			42,765.74	66,416.00	55.3%

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
OTHER STATE REVENUE					
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	27,853.00	3,175.00	-88.6%
Lottery - Unrestricted and Instructional Materials		8560	44,258.00	69,399.00	56.8%
After School Education and Safety (ASES)	6010	8590	150,000.00	150,000.00	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	85,466.00	106,613.00	24.7%
TOTAL, OTHER STATE REVENUE			307,577.00	329,187.00	7.0%

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
OTHER LOCAL REVENUE					
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	11,500.00	10,000.00	-13.0%
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	600.00	0.00	-100.0%
Tuition		8710	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.0%
Transfers of Apportionments					
Special Education SELPA Transfers					
From Districts or Charter Schools	6500	8791	0.00	0.00	0.0%
From County Offices	6500	8792	0.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.0%
Other Transfers of Apportionments					
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			12,100.00	10,000.00	-17.4%
TOTAL, REVENUES			2,483,300.74	3,841,030.00	54.7%

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	957,831.95	1,032,135.00	7.8%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	112,357.79	125,301.00	11.5%
Other Certificated Salaries		1900	53,617.08	0.00	-100.0%
TOTAL, CERTIFICATED SALARIES			1,123,806.82	1,157,436.00	3.0%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	100,843.69	79,065.00	-21.6%
Classified Support Salaries		2200	51,500.00	52,145.00	1.3%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	177,034.60	200,498.00	13.3%
Other Classified Salaries		2900	42,845.00	103,059.79	140.5%
TOTAL, CLASSIFIED SALARIES			372,223.29	434,767.79	16.8%
EMPLOYEE BENEFITS					
STRS		3101-3102	226,329.19	273,630.26	20.9%
PERS		3201-3202	44,196.91	51,518.00	16.6%
OASDI/Medicare/Alternative		3301-3302	41,905.41	40,603.42	-3.1%
Health and Welfare Benefits		3401-3402	169,688.33	182,728.00	7.7%
Unemployment Insurance		3501-3502	748.44	796.15	6.4%
Workers' Compensation		3601-3602	22,422.16	23,723.94	5.8%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	37,616.28	63,767.00	69.5%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			542,906.72	636,766.77	17.3%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	16,524.00	New
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	320,686.78	113,124.00	-64.7%
Noncapitalized Equipment		4400	256,039.69	0.00	-100.0%
Food		4700	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			576,726.47	129,648.00	-77.5%

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	7,053.75	0.00	-100.0%
Travel and Conferences		5200	7,091.89	0.00	-100.0%
Dues and Memberships		5300	545.00	0.00	-100.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	40,748.65	0.00	-100.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	3,332.00	0.00	-100.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	6,059.09	0.00	-100.0%
Professional/Consulting Services and Operating Expenditures		5800	110,112.48	24,860.21	-77.4%
Communications		5900	1,514.07	1,990.00	31.4%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			176,456.93	26,850.21	-84.8%
CAPITAL OUTLAY					
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%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Tuition					
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments					
Payments to Districts or Charter Schools		7141	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.0%
Other Transfers Out					
All Other Transfers		7281-7283	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs		7310	0.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	86,242.28	256,915.00	197.9%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			86,242.28	256,915.00	197.9%
TOTAL, EXPENDITURES			2,878,362.51	2,642,383.77	-8.2%

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	678,348.22	97,712.00	-85.6%
(a) TOTAL, INTERFUND TRANSFERS IN			678,348.22	97,712.00	-85.6%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
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%
USES					
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%
CONTRIBUTIONS					
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)			678,348.22	97,712.00	-85.6%

Description	Function Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	2,120,858.00	3,435,427.00	62.0%
2) Federal Revenue		8100-8299	42,765.74	66,416.00	55.3%
3) Other State Revenue		8300-8599	307,577.00	329,187.00	7.0%
4) Other Local Revenue		8600-8799	12,100.00	10,000.00	-17.4%
5) TOTAL, REVENUES			2,483,300.74	3,841,030.00	54.7%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		2,151,243.85	1,863,898.26	-13.4%
2) Instruction - Related Services	2000-2999		504,313.54	453,624.51	-10.1%
3) Pupil Services	3000-3999		3,645.00	0.00	-100.0%
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		86,841.16	257,515.00	196.5%
8) Plant Services	8000-8999		132,318.96	67,346.00	-49.1%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			2,878,362.51	2,642,383.77	-8.2%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(395,061.77)	1,198,646.23	-403.4%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	678,348.22	97,712.00	-85.6%
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			678,348.22	97,712.00	-85.6%

Description	Function Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			283,286.45	1,296,358.23	357.6%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	0.00	283,286.45	New
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			0.00	283,286.45	New
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			0.00	283,286.45	New
2) Ending Balance, June 30 (E + F1e)			283,286.45	1,579,644.68	457.6%
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	10,538.00	10,538.00	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	272,748.45	1,569,106.68	475.3%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

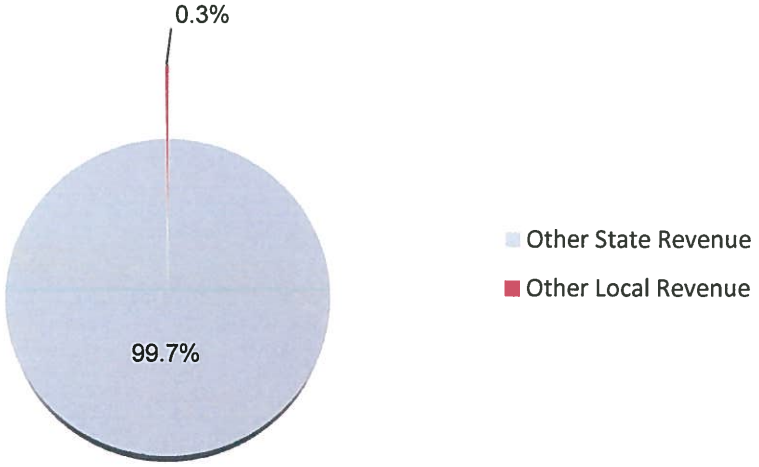
Resource	Description	2016-17 Estimated Actuals	2017-18 Budget
6300	Lottery: Instructional Materials	10,538.00	10,538.00
Total, Restricted Balance		10,538.00	10,538.00

Child Development Fund

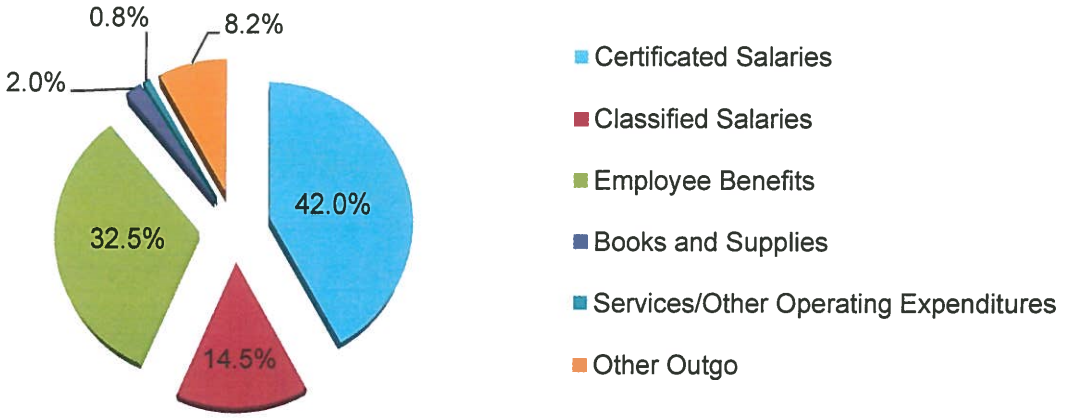
Artwork created by a Santa Ana Unified School District student from Madison Elementary School.

CHILD DEVELOPMENT FUND (12)

The Child Development Fund is a special reserve fund for the operations of child development programs. Total projected revenue is $6.0 million.



The Child Development Fund is used to account for financial activities pertinent to state preschool programs. Employees' salaries and benefits represent the largest expenditure (89.0%). Total projected expenditures are $6.0 million.



The District relies heavily on State revenue to run its daily operations in educating our preschool students.

The State Preschool Program allows the District to set aside a reserve amount of up to fifteen percent of the current year's California State Preschool Program (CSPP) contract. Of the fifteen percent set aside, ten percent is intended for the specific purpose of professional development for CSPP instructional staff. The District will spend any excess amount by June 30, 2018.

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
A. REVENUES					
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	5,495,785.90	5,968,641.00	8.6%
4) Other Local Revenue		8600-8799	19,352.00	19,352.00	0.0%
5) TOTAL, REVENUES			5,515,137.90	5,987,993.00	8.6%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	2,329,875.36	2,509,887.00	7.7%
2) Classified Salaries		2000-2999	772,788.16	870,139.06	12.6%
3) Employee Benefits		3000-3999	1,530,344.24	1,946,368.08	27.2%
4) Books and Supplies		4000-4999	399,637.74	118,091.00	-70.5%
5) Services and Other Operating Expenditures		5000-5999	211,288.03	48,388.00	-77.1%
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	264,204.37	488,119.86	84.8%
9) TOTAL, EXPENDITURES			5,508,137.90	5,980,993.00	8.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			7,000.00	7,000.00	0.0%
D. OTHER FINANCING SOURCES/USES					
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	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			7,000.00	7,000.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	98,941.59	105,941.59	7.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			98,941.59	105,941.59	7.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			98,941.59	105,941.59	7.1%
2) Ending Balance, June 30 (E + F1e)			105,941.59	112,941.59	6.6%
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	105,941.59	112,941.59	6.6%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	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	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
G. ASSETS					
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		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
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		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
FEDERAL REVENUE					
Child Nutrition Programs		8220	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
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	4,981,097.67	5,589,169.00	12.2%
All Other State Revenue	All Other	8590	514,688.23	379,472.00	-26.3%
TOTAL, OTHER STATE REVENUE			5,495,785.90	5,968,641.00	8.6%
OTHER LOCAL REVENUE					
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	7,000.00	7,000.00	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	12,352.00	12,352.00	0.0%
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%
TOTAL, OTHER LOCAL REVENUE			19,352.00	19,352.00	0.0%
TOTAL, REVENUES			5,515,137.90	5,987,993.00	8.6%

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	2,095,640.11	2,272,464.00	8.4%
Certificated Pupil Support Salaries		1200	40,153.74	41,831.00	4.2%
Certificated Supervisors' and Administrators' Salaries		1300	76,525.75	78,162.00	2.1%
Other Certificated Salaries		1900	117,555.76	117,430.00	-0.1%
TOTAL, CERTIFICATED SALARIES			2,329,875.36	2,509,887.00	7.7%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	337,950.63	419,795.50	24.2%
Classified Support Salaries		2200	35,370.67	25,500.00	-27.9%
Classified Supervisors' and Administrators' Salaries		2300	104,015.21	106,516.37	2.4%
Clerical, Technical and Office Salaries		2400	119,841.05	170,640.19	42.4%
Other Classified Salaries		2900	175,610.60	147,687.00	-15.9%
TOTAL, CLASSIFIED SALARIES			772,788.16	870,139.06	12.6%
EMPLOYEE BENEFITS					
STRS		3101-3102	419,779.47	473,463.00	12.8%
PERS		3201-3202	135,952.49	211,398.22	55.5%
OASDI/Medicare/Alternative		3301-3302	108,285.88	134,404.64	24.1%
Health and Welfare Benefits		3401-3402	748,965.20	932,138.64	24.5%
Unemployment Insurance		3501-3502	1,537.42	1,690.32	9.9%
Workers' Compensation		3601-3602	46,448.88	50,374.08	8.5%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	69,374.90	142,899.18	106.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			1,530,344.24	1,946,368.08	27.2%
BOOKS AND SUPPLIES					
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	381,103.58	118,091.00	-69.0%
Noncapitalized Equipment		4400	18,534.16	0.00	-100.0%
Food		4700	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			399,637.74	118,091.00	-70.5%

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	3,327.92	1,500.00	-54.9%
Travel and Conferences		5200	48,740.00	0.00	-100.0%
Dues and Memberships		5300	1,450.00	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	23,743.00	0.00	-100.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	10,025.00	0.00	-100.0%
Professional/Consulting Services and Operating Expenditures		5800	122,802.11	46,888.00	-61.8%
Communications		5900	1,200.00	0.00	-100.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			211,288.03	48,388.00	-77.1%
CAPITAL OUTLAY					
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%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
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%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	264,204.37	488,119.86	84.8%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			264,204.37	488,119.86	84.8%
TOTAL, EXPENDITURES			5,508,137.90	5,980,993.00	8.6%

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8911	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
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%
CONTRIBUTIONS					
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	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
A. REVENUES					
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	5,495,785.90	5,968,641.00	8.6%
4) Other Local Revenue		8600-8799	19,352.00	19,352.00	0.0%
5) TOTAL, REVENUES			5,515,137.90	5,987,993.00	8.6%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		4,163,917.45	4,469,202.84	7.3%
2) Instruction - Related Services	2000-2999		705,532.38	688,762.78	-2.4%
3) Pupil Services	3000-3999		354,190.70	334,907.52	-5.4%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		264,204.37	488,119.86	84.8%
8) Plant Services	8000-8999		20,293.00	0.00	-100.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			5,508,137.90	5,980,993.00	8.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			7,000.00	7,000.00	0.0%
D. OTHER FINANCING SOURCES/USES					
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	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			7,000.00	7,000.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	98,941.59	105,941.59	7.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			98,941.59	105,941.59	7.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			98,941.59	105,941.59	7.1%
2) Ending Balance, June 30 (E + F1e)			105,941.59	112,941.59	6.6%
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	105,941.59	112,941.59	6.6%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	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%

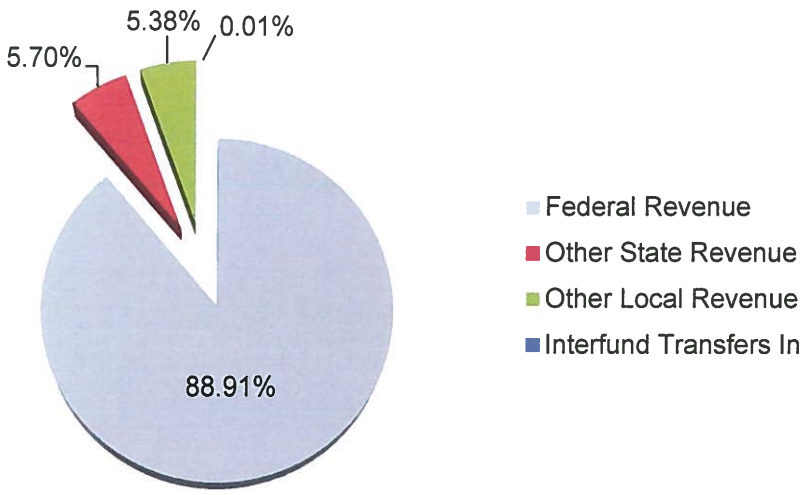
Resource	Description	2016-17 Estimated Actuals	2017-18 Budget
6130	Child Development: Center-Based Reserve Account	105,941.59	112,941.59
Total, Restricted Balance		105,941.59	112,941.59

Cafeteria Special Revenue Fund

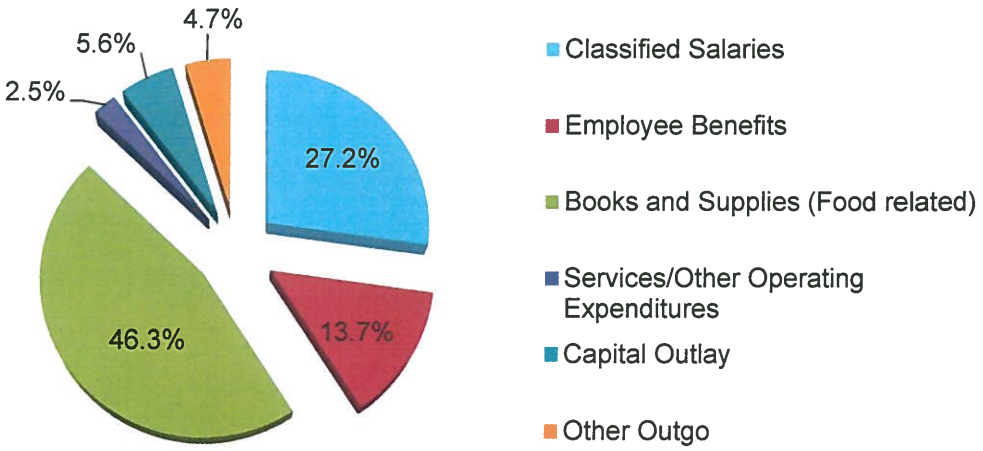
Artwork created by a Santa Ana Unified School District student from Lorin Griset Academy.

Cafeteria
Special Revenue Fund (13)

The Cafeteria Special Revenue Fund is a special reserve fund for the operation and improvement of food service programs. The largest revenues come from Federal reimbursement process (88.9%). Total projected revenue is $42.7 million.



The Cafeteria Special Revenue Fund is used to account for financial activities pertinent to food service programs. Books and Supplies (food related) represent the largest expenditures (46.3%). Total projected expenditures are $45.4 million.



The District relies heavily on Federal revenue to run its daily operations in feeding our students. The District is projected to spend approximately $2.7 million more than its anticipated revenue due to the required spend-down plan by the California Department of Education. Thus, the projected fund balance will be reduced to approximately $18.3 million.

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	35,446,800.00	37,961,276.00	7.1%
3) Other State Revenue		8300-8599	2,477,000.00	2,433,240.00	-1.8%
4) Other Local Revenue		8600-8799	2,277,615.00	2,296,000.00	0.8%
5) TOTAL, REVENUES			40,201,415.00	42,690,516.00	6.2%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	10,962,602.00	12,365,085.00	12.8%
3) Employee Benefits		3000-3999	5,549,069.74	6,234,400.00	12.4%
4) Books and Supplies		4000-4999	19,671,350.00	21,001,150.00	6.8%
5) Services and Other Operating Expenditures		5000-5999	1,504,010.00	1,129,165.00	-24.9%
6) Capital Outlay		6000-6999	2,884,992.25	2,560,500.00	-11.2%
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	1,854,202.47	2,138,314.04	15.3%
9) TOTAL, EXPENDITURES			42,426,226.46	45,428,614.04	7.1%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(2,224,811.46)	(2,738,098.04)	23.1%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	513,553.09	6,000.00	-98.8%
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			513,553.09	6,000.00	-98.8%

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(1,711,258.37)	(2,732,098.04)	59.7%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	22,784,909.27	21,073,650.90	-7.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			22,784,909.27	21,073,650.90	-7.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			22,784,909.27	21,073,650.90	-7.5%
2) Ending Balance, June 30 (E + F1e)			21,073,650.90	18,341,552.86	-13.0%
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	21,073,650.90	18,341,552.86	-13.0%
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	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
G. ASSETS					
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		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
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		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
FEDERAL REVENUE					
Child Nutrition Programs		8220	35,446,800.00	35,319,276.00	-0.4%
Donated Food Commodities		8221	0.00	2,642,000.00	New
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			35,446,800.00	37,961,276.00	7.1%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	2,477,000.00	2,433,240.00	-1.8%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			2,477,000.00	2,433,240.00	-1.8%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	43,000.00	43,000.00	0.0%
Food Service Sales		8634	1,158,000.00	1,158,000.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	145,000.00	145,000.00	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	931,615.00	950,000.00	2.0%
TOTAL, OTHER LOCAL REVENUE			2,277,615.00	2,296,000.00	0.8%
TOTAL, REVENUES			40,201,415.00	42,690,516.00	6.2%

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	9,396,500.00	10,637,535.00	13.2%
Classified Supervisors' and Administrators' Salaries		2300	1,552,850.00	1,719,550.00	10.7%
Clerical, Technical and Office Salaries		2400	13,252.00	8,000.00	-39.6%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			10,962,602.00	12,365,085.00	12.8%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	1,317,196.00	1,440,090.00	9.3%
OASDI/Medicare/Alternative		3301-3302	805,842.00	820,995.00	1.9%
Health and Welfare Benefits		3401-3402	2,993,724.00	3,312,585.00	10.7%
Unemployment Insurance		3501-3502	7,126.00	5,580.00	-21.7%
Workers' Compensation		3601-3602	163,162.00	176,455.00	8.1%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	262,019.74	478,695.00	82.7%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			5,549,069.74	6,234,400.00	12.4%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	773,400.00	728,870.00	-5.8%
Noncapitalized Equipment		4400	1,367,950.00	796,100.00	-41.8%
Food		4700	17,530,000.00	19,476,180.00	11.1%
TOTAL, BOOKS AND SUPPLIES			19,671,350.00	21,001,150.00	6.8%

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	40,000.00	40,950.00	2.4%
Dues and Memberships		5300	7,000.00	7,160.00	2.3%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	210,000.00	214,760.00	2.3%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	782,500.00	391,160.00	-50.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	28,000.00	28,670.00	2.4%
Professional/Consulting Services and Operating Expenditures		5800	434,510.00	444,400.00	2.3%
Communications		5900	2,000.00	2,065.00	3.3%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			1,504,010.00	1,129,165.00	-24.9%
CAPITAL OUTLAY					
Buildings and Improvements of Buildings		6200	435,192.25	386,650.00	-11.2%
Equipment		6400	2,449,800.00	2,173,850.00	-11.3%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			2,884,992.25	2,560,500.00	-11.2%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	1,854,202.47	2,138,314.04	15.3%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			1,854,202.47	2,138,314.04	15.3%
TOTAL, EXPENDITURES			42,426,226.46	45,428,614.04	7.1%

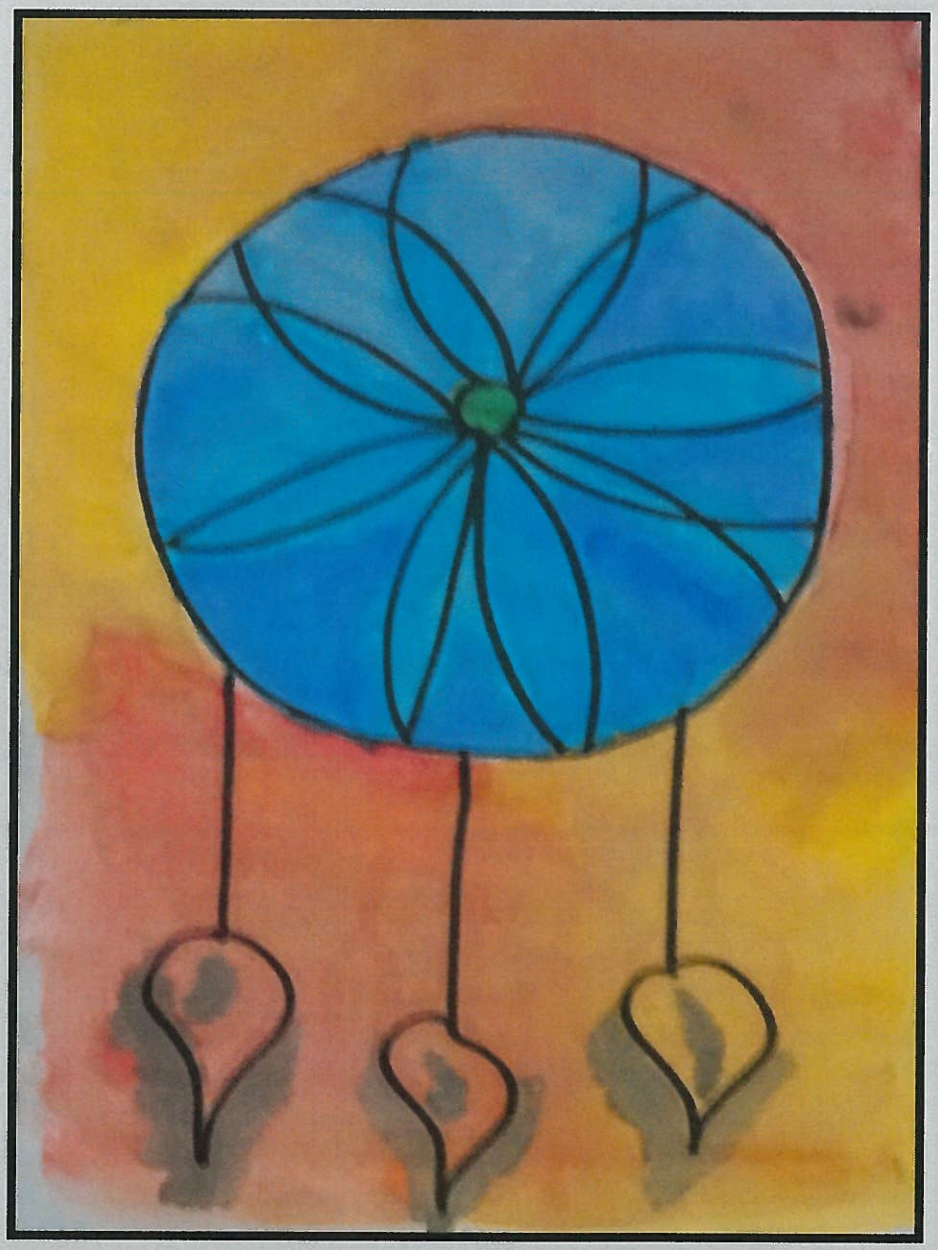
Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8916	513,553.09	6,000.00	-98.8%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			513,553.09	6,000.00	-98.8%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
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%
USES					
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%
CONTRIBUTIONS					
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)			513,553.09	6,000.00	-98.8%

Description	Function Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	35,446,800.00	37,961,276.00	7.1%
3) Other State Revenue		8300-8599	2,477,000.00	2,433,240.00	-1.8%
4) Other Local Revenue		8600-8799	2,277,615.00	2,296,000.00	0.8%
5) TOTAL, REVENUES			40,201,415.00	42,690,516.00	6.2%
B. EXPENDITURES (Objects 1000-7999)					
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		39,688,160.70	42,563,510.00	7.2%
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		238,671.04	125,380.00	-47.5%
7) General Administration	7000-7999		1,854,202.47	2,138,314.04	15.3%
8) Plant Services	8000-8999		645,192.25	601,410.00	-6.8%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			42,426,226.46	45,428,614.04	7.1%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(2,224,811.46)	(2,738,098.04)	23.1%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	513,553.09	6,000.00	-98.8%
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			513,553.09	6,000.00	-98.8%

Description	Function Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(1,711,258.37)	(2,732,098.04)	59.7%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	22,784,909.27	21,073,650.90	-7.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			22,784,909.27	21,073,650.90	-7.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			22,784,909.27	21,073,650.90	-7.5%
2) Ending Balance, June 30 (E + F1e)			21,073,650.90	18,341,552.86	-13.0%
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	21,073,650.90	18,341,552.86	-13.0%
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%

Resource	Description	2016-17 Estimated Actuals	2017-18 Budget
5310	Child Nutrition: School Programs (e.g., School Lunch, School	21,069,899.63	18,337,801.59
5320	Child Nutrition: Child Care Food Program (CCFP) Claims-Cen	3,751.26	3,751.26
5370	Child Nutrition: Fresh Fruit and Vegetable Program	0.01	0.01
Total, Restricted Balance		21,073,650.90	18,341,552.86

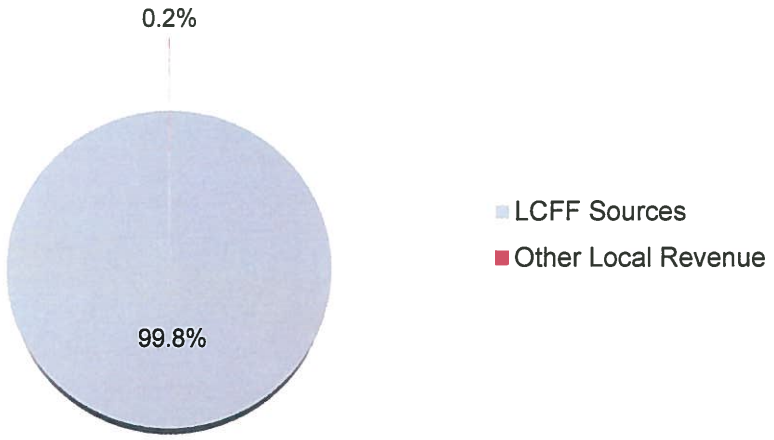
Deferred Maintenance Fund



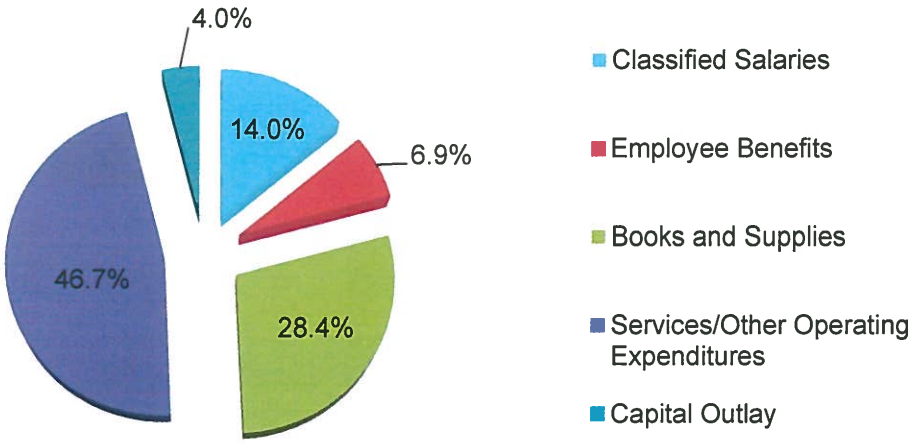
Artwork created by a Santa Ana Unified School District student from Madison Elementary School, Engage 360°

Deferred Maintenance Fund (14)

The Deferred Maintenance Fund is a special reserve fund established to account for facility maintenance purposes. The Deferred Maintenance Program is now part of the District's Local Control Funding Formula (LCFF). However, the District maintains the fund as restricted for historical data tracking purposes. The State revenue of approximately $3.8 million was transferred to the Deferred Maintenance Fund by means of a LCFF Sources transfer.



The Deferred Maintenance Fund is used to account for major repairs or replacement of the District's property. Services/Other Operating Expenditures represent the largest expenditure (46.7%). Total projected expenditures are $3.8 million.



Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	4,003,028.33	3,754,792.00	-6.2%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	8,448.00	6,000.00	-29.0%
5) TOTAL, REVENUES			4,011,476.33	3,760,792.00	-6.2%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	515,845.14	525,447.00	1.9%
3) Employee Benefits		3000-3999	232,857.16	258,245.00	10.9%
4) Books and Supplies		4000-4999	1,196,142.81	1,066,000.00	-10.9%
5) Services and Other Operating Expenditures		5000-5999	1,763,838.00	1,755,100.00	-0.5%
6) Capital Outlay		6000-6999	112,500.00	150,000.00	33.3%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			3,821,183.11	3,754,792.00	-1.7%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			190,293.22	6,000.00	-96.8%
D. OTHER FINANCING SOURCES/USES					
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	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			190,293.22	6,000.00	-96.8%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	718,660.23	908,953.45	26.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			718,660.23	908,953.45	26.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			718,660.23	908,953.45	26.5%
2) Ending Balance, June 30 (E + F1e)			908,953.45	914,953.45	0.7%
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	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	908,953.45	914,953.45	0.7%
Maintenance Projects	0000	9780		*914,953.45*	
Maintenance Projects	0000	9780	*908,953.45*		
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	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
G. ASSETS					
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		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
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		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
LCFF SOURCES					
LCFF Transfers					
LCFF Transfers - Current Year		8091	4,003,028.33	3,754,792.00	-6.2%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			4,003,028.33	3,754,792.00	-6.2%
OTHER STATE REVENUE					
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
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	8,448.00	6,000.00	-29.0%
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%
TOTAL, OTHER LOCAL REVENUE			8,448.00	6,000.00	-29.0%
TOTAL, REVENUES			4,011,476.33	3,760,792.00	-6.2%

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	515,845.14	525,447.00	1.9%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			515,845.14	525,447.00	1.9%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	67,230.40	76,948.00	14.5%
OASDI/Medicare/Alternative		3301-3302	38,928.46	40,197.00	3.3%
Health and Welfare Benefits		3401-3402	104,591.47	111,456.00	6.6%
Unemployment Insurance		3501-3502	254.45	263.00	3.4%
Workers' Compensation		3601-3602	7,738.00	7,829.00	1.2%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	14,114.38	21,552.00	52.7%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			232,857.16	258,245.00	10.9%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	771,602.81	766,000.00	-0.7%
Noncapitalized Equipment		4400	424,540.00	300,000.00	-29.3%
TOTAL, BOOKS AND SUPPLIES			1,196,142.81	1,066,000.00	-10.9%

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
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	1,755,197.00	1,750,000.00	-0.3%
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	8,641.00	5,100.00	-41.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			1,763,838.00	1,755,100.00	-0.5%
CAPITAL OUTLAY					
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	500.00	0.00	-100.0%
Equipment		6400	69,000.00	50,000.00	-27.5%
Equipment Replacement		6500	43,000.00	100,000.00	132.6%
TOTAL, CAPITAL OUTLAY			112,500.00	150,000.00	33.3%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			3,821,183.11	3,754,792.00	-1.7%

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
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%
USES					
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%
CONTRIBUTIONS					
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	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	4,003,028.33	3,754,792.00	-6.2%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	8,448.00	6,000.00	-29.0%
5) TOTAL, REVENUES			4,011,476.33	3,760,792.00	-6.2%
B. EXPENDITURES (Objects 1000-7999)					
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		3,821,183.11	3,754,792.00	-1.7%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			3,821,183.11	3,754,792.00	-1.7%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			190,293.22	6,000.00	-96.8%
D. OTHER FINANCING SOURCES/USES					
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	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			190,293.22	6,000.00	-96.8%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	718,660.23	908,953.45	26.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			718,660.23	908,953.45	26.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			718,660.23	908,953.45	26.5%
2) Ending Balance, June 30 (E + F1e)			908,953.45	914,953.45	0.7%
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	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	908,953.45	914,953.45	0.7%
Maintenance Projects	0000	9780		*914,953.45*	
Maintenance Projects	0000	9780	*908,953.45*		
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2016-17 Estimated Actuals	2017-18 Budget
	Total, Restricted Balance	0.00	0.00

Special Reserve Fund for Postemployment Benefits

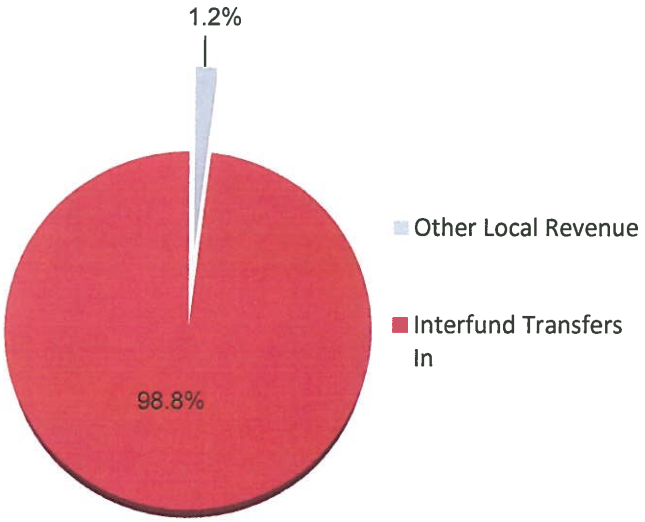
Artwork created by a Santa Ana Unified School District student from Madison Elementary School.

Special Reserve Fund for Postemployment Benefits (20)

The Special Reserve Fund for Postemployment Benefits may be used pursuant to *Education Code* Section 42840 to account for amounts the district has earmarked for the future cost of postemployment benefits but has not contributed irrevocably to a separate trust for the postemployment benefit plan. Amounts accumulated in this fund must be transferred back to the general fund for expenditure. (*Education Code* Section 42842).

Although this fund is authorized by statute, it does not meet the GAAP definition of a special revenue fund. It functions effectively as an extension of the general fund. For presentation in the audited financial statements, this fund can either be combined with the general fund, or it can be reported separately and the departure from GAAP explained.

The District has set aside for postemployment benefits $5 million in fiscal year 2017-18.



Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
A. REVENUES					
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	132,000.00	60,000.00	-54.5%
5) TOTAL, REVENUES			132,000.00	60,000.00	-54.5%
B. EXPENDITURES					
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%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			132,000.00	60,000.00	-54.5%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	13,703,124.00	5,000,000.00	-63.5%
b) Transfers Out		7600-7629	10,000,000.00	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			3,703,124.00	5,000,000.00	35.0%

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			3,835,124.00	5,060,000.00	31.9%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	20,038,644.07	23,873,768.07	19.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			20,038,644.07	23,873,768.07	19.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			20,038,644.07	23,873,768.07	19.1%
2) Ending Balance, June 30 (E + F1e)			23,873,768.07	28,933,768.07	21.2%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid 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	23,873,768.07	28,933,768.07	21.2%
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	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
G. ASSETS					
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		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
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		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
OTHER LOCAL REVENUE					
Other Local Revenue					
Interest		8660	132,000.00	60,000.00	-54.5%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			132,000.00	60,000.00	-54.5%
TOTAL, REVENUES			132,000.00	60,000.00	-54.5%

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund/CSSF		8912	13,703,124.00	5,000,000.00	-63.5%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			13,703,124.00	5,000,000.00	-63.5%
INTERFUND TRANSFERS OUT					
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	10,000,000.00	0.00	-100.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			10,000,000.00	0.00	-100.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
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)			3,703,124.00	5,000,000.00	35.0%

Description	Function Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
A. REVENUES					
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	132,000.00	60,000.00	-54.5%
5) TOTAL, REVENUES			132,000.00	60,000.00	-54.5%
B. EXPENDITURES (Objects 1000-7999)					
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%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			132,000.00	60,000.00	-54.5%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	13,703,124.00	5,000,000.00	-63.5%
b) Transfers Out		7600-7629	10,000,000.00	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			3,703,124.00	5,000,000.00	35.0%

Description	Function Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			3,835,124.00	5,060,000.00	31.9%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	20,038,644.07	23,873,768.07	19.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			20,038,644.07	23,873,768.07	19.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			20,038,644.07	23,873,768.07	19.1%
2) Ending Balance, June 30 (E + F1e)			23,873,768.07	28,933,768.07	21.2%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid 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	23,873,768.07	28,933,768.07	21.2%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2016-17 Estimated Actuals	2017-18 Budget
	Total, Restricted Balance	0.00	0.00

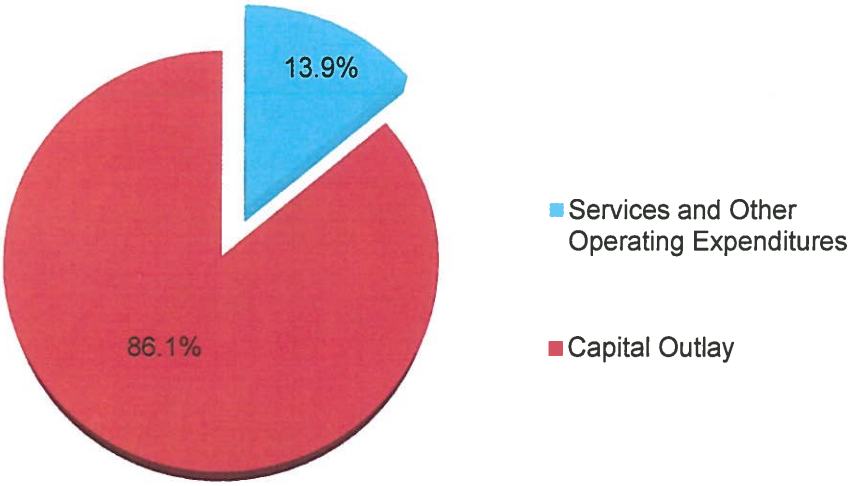
Building Fund

Artwork created by a Santa Ana Unified School District student from Monroe Elementary School.

Building Fund (21)

The Building Fund is a capital project fund established to account primarily for proceeds from the sale of bonds.

The Building Fund is used for the acquisition or construction of major capital facilities. The projected expenditures are $0.5 million.



The projected fund balance of approximately $3.1 million is reserved for future construction projects.

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
A. REVENUES					
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	32,728.00	23,445.00	-28.4%
5) TOTAL, REVENUES			32,728.00	23,445.00	-28.4%
B. EXPENDITURES					
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	70,392.50	72,297.50	2.7%
6) Capital Outlay		6000-6999	590,650.11	448,100.00	-24.1%
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			661,042.61	520,397.50	-21.3%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(628,314.61)	(496,952.50)	-20.9%
D. OTHER FINANCING SOURCES/USES					
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	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(628,314.61)	(496,952.50)	-20.9%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	4,195,874.64	3,567,560.03	-15.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			4,195,874.64	3,567,560.03	-15.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			4,195,874.64	3,567,560.03	-15.0%
2) Ending Balance, June 30 (E + F1e)			3,567,560.03	3,070,607.53	-13.9%
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		9740	3,559,765.34	3,063,077.84	-14.0%
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	7,794.69	7,529.69	-3.4%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
G. ASSETS					
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		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
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		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
FEDERAL REVENUE					
FEMA		8281	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
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%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
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	32,728.00	23,445.00	-28.4%
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%
TOTAL, OTHER LOCAL REVENUE			32,728.00	23,445.00	-28.4%
TOTAL, REVENUES			32,728.00	23,445.00	-28.4%

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
CLASSIFIED SALARIES					
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%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
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%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
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	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
Professional/Consulting Services and Operating Expenditures		5800	70,392.50	72,297.50	2.7%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			70,392.50	72,297.50	2.7%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	590,650.11	448,100.00	-24.1%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			590,650.11	448,100.00	-24.1%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			661,042.61	520,397.50	-21.3%

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
OTHER SOURCES/USES					
SOURCES					
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%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
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%
CONTRIBUTIONS					
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	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
A. REVENUES					
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	32,728.00	23,445.00	-28.4%
5) TOTAL, REVENUES			32,728.00	23,445.00	-28.4%
B. EXPENDITURES (Objects 1000-7999)					
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		661,042.61	520,397.50	-21.3%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			661,042.61	520,397.50	-21.3%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(628,314.61)	(496,952.50)	-20.9%
D. OTHER FINANCING SOURCES/USES					
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	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(628,314.61)	(496,952.50)	-20.9%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	4,195,874.64	3,567,560.03	-15.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			4,195,874.64	3,567,560.03	-15.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			4,195,874.64	3,567,560.03	-15.0%
2) Ending Balance, June 30 (E + F1e)			3,567,560.03	3,070,607.53	-13.9%
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		9740	3,559,765.34	3,063,077.84	-14.0%
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	7,794.69	7,529.69	-3.4%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2016-17 Estimated Actuals	2017-18 Budget
9010	Other Restricted Local	3,559,765.34	3,063,077.84
Total, Restricted Balance		3,559,765.34	3,063,077.84

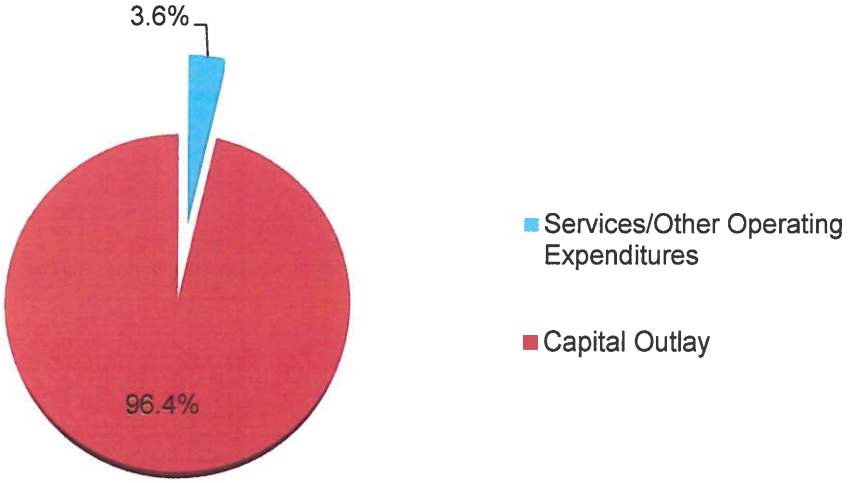
Capital Facilities Fund

Artwork created by a Santa Ana Unified School District student from Lorin Griset Academy.

Capital Facilities Fund (25)

The Capital Facilities Fund is a capital project fund established to account primarily for monies received from fees levied on developers or other agencies as a condition of approving development. The projected revenue is $3.7 million.

The Capital Facilities Fund is used for the acquisition or construction of major capital facilities related to growth. The projected expenditures are $9.8 million.



The projected fund balance of $9.0 million is reserved for future capital projects ($3.0 million), City of Santa Ana Redevelopment projects ($0.5 million), Redevelopment Agency projects ($5.0 million) as well as the Walker-Roosevelt Joint Use and Valley P2P (portable to permanent) projects ($0.5 million).

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	10,624,665.05	3,674,446.00	-65.4%
5) TOTAL, REVENUES			10,624,665.05	3,674,446.00	-65.4%
B. EXPENDITURES					
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	377,008.14	350,909.00	-6.9%
6) Capital Outlay		6000-6999	7,407,454.02	9,450,774.73	27.6%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			7,784,462.16	9,801,683.73	25.9%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			2,840,202.89	(6,127,237.73)	-315.7%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	538.88	1,449,910.26	268960.0%
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			(538.88)	(1,449,910.26)	268960.0%

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			2,839,664.01	(7,577,147.99)	-366.8%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	13,780,483.09	16,620,147.10	20.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			13,780,483.09	16,620,147.10	20.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			13,780,483.09	16,620,147.10	20.6%
2) Ending Balance, June 30 (E + F1e)			16,620,147.10	9,042,999.11	-45.6%
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	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	16,620,147.10	9,042,999.11	-45.6%
Developers Fees	0000	9780		*2,990,518.65*	
Redevelopment Agency Funds (RDA)	0000	9780		*5,019,275.63*	
City of Santa Ana Redevelopment	0000	9780		*481,472.75*	
Walker/Roosevelt Joint Use and Valley P2P	0000	9780		*551,732.08*	
Developers Fees	0000	9780	*3,059,923.65*		
Redevelopment Agency Funds (RDA)	0000	9780	*5,410,885.02*		
City of Santa Ana Redevelopment	0000	9780	*1,889,563.08*		
Roosevelt Walker & Valley P2P	0000	9780	*6,259,775.35*		
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	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
G. ASSETS					
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		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
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		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
OTHER STATE REVENUE					
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%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
County and District Taxes					
Other Restricted Levies					
Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes					
Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	3,442,141.05	3,424,446.00	-0.5%
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	118,511.00	50,000.00	-57.8%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Mitigation/Developer Fees		8681	250,000.00	200,000.00	-20.0%
Other Local Revenue					
All Other Local Revenue		8699	6,814,013.00	0.00	-100.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			10,624,665.05	3,674,446.00	-65.4%
TOTAL, REVENUES			10,624,665.05	3,674,446.00	-65.4%

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
CERTIFICATED SALARIES					
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
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%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
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%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
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	4,138.00	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	372,870.14	350,909.00	-5.9%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			377,008.14	350,909.00	-6.9%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	7,407,454.02	9,450,774.73	27.6%
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%
TOTAL, CAPITAL OUTLAY			7,407,454.02	9,450,774.73	27.6%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
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%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			7,784,462.16	9,801,683.73	25.9%

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	538.88	1,449,910.26	268960.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			538.88	1,449,910.26	268960.0%
OTHER SOURCES/USES					
SOURCES					
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%
USES					
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%
CONTRIBUTIONS					
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)			(538.88)	(1,449,910.26)	268960.0%

Description	Function Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	10,624,665.05	3,674,446.00	-65.4%
5) TOTAL, REVENUES			10,624,665.05	3,674,446.00	-65.4%
B. EXPENDITURES (Objects 1000-7999)					
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		324,720.14	319,405.00	-1.6%
8) Plant Services	8000-8999		7,459,742.02	9,482,278.73	27.1%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			7,784,462.16	9,801,683.73	25.9%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			2,840,202.89	(6,127,237.73)	-315.7%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	538.88	1,449,910.26	268960.0%
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			(538.88)	(1,449,910.26)	268960.0%

Description	Function Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			2,839,664.01	(7,577,147.99)	-366.8%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	13,780,483.09	16,620,147.10	20.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			13,780,483.09	16,620,147.10	20.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			13,780,483.09	16,620,147.10	20.6%
2) Ending Balance, June 30 (E + F1e)			16,620,147.10	9,042,999.11	-45.6%
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	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	16,620,147.10	9,042,999.11	-45.6%
Developers Fees	0000	9780		*2,990,518.65*	
Redevelopment Agency Funds (RDA)	0000	9780		*5,019,275.63*	
City of Santa Ana Redevelopment	0000	9780		*481,472.75*	
Walker/Roosevelt Joint Use and Valley P2P	0000	9780		*551,732.08*	
Developers Fees	0000	9780	*3,059,923.65*		
Redevelopment Agency Funds (RDA)	0000	9780	*5,410,885.02*		
City of Santa Ana Redevelopment	0000	9780	*1,889,563.08*		
Roosevelt Walker & Valley P2P	0000	9780	*6,259,775.35*		
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2016-17 Estimated Actuals	2017-18 Budget
	Total, Restricted Balance	0.00	0.00

County School Facilities Fund

Artwork created by a Santa Ana Unified School District student from Monroe Elementary School.

County School Facilities Fund (35)

The County School Facilities Fund is a capital project fund established to account primarily for State apportionments received for school facility construction and modernization projects. Currently there are no more revenues coming in to the District except for the interest revenue. The projected expenditure of $33 thousand is budgeted for interest costs and charges.

The projected fund balance of approximately $27.0 million is reserved for future capital projects.

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
A. REVENUES					
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	218,192.00	150,000.00	-31.3%
5) TOTAL, REVENUES			218,192.00	150,000.00	-31.3%
B. EXPENDITURES					
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	18,000.00	33,000.00	83.3%
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			18,000.00	33,000.00	83.3%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			200,192.00	117,000.00	-41.6%
D. OTHER FINANCING SOURCES/USES					
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	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			200,192.00	117,000.00	-41.6%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	26,676,736.17	26,876,928.17	0.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			26,676,736.17	26,876,928.17	0.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			26,676,736.17	26,876,928.17	0.8%
2) Ending Balance, June 30 (E + F1e)			26,876,928.17	26,993,928.17	0.4%
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	26,876,928.17	26,993,928.17	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	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
G. ASSETS					
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		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
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		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
FEDERAL REVENUE					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
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%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	218,192.00	150,000.00	-31.3%
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%
TOTAL, OTHER LOCAL REVENUE			218,192.00	150,000.00	-31.3%
TOTAL, REVENUES			218,192.00	150,000.00	-31.3%

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
CLASSIFIED SALARIES					
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%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
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%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
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	18,000.00	33,000.00	83.3%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			18,000.00	33,000.00	83.3%
CAPITAL OUTLAY					
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%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
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%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			18,000.00	33,000.00	83.3%

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
To: State School Building Fund/ County School Facilities Fund From: All Other Funds		8913	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
OTHER SOURCES/USES					
SOURCES					
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%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
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	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
A. REVENUES					
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	218,192.00	150,000.00	-31.3%
5) TOTAL, REVENUES			218,192.00	150,000.00	-31.3%
B. EXPENDITURES (Objects 1000-7999)					
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		18,000.00	33,000.00	83.3%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			18,000.00	33,000.00	83.3%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			200,192.00	117,000.00	-41.6%
D. OTHER FINANCING SOURCES/USES					
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	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			200,192.00	117,000.00	-41.6%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	26,676,736.17	26,876,928.17	0.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			26,676,736.17	26,876,928.17	0.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			26,676,736.17	26,876,928.17	0.8%
2) Ending Balance, June 30 (E + F1e)			26,876,928.17	26,993,928.17	0.4%
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	26,876,928.17	26,993,928.17	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%

Resource	Description	2016-17 Estimated Actuals	2017-18 Budget
7710	State School Facilities Projects	26,876,928.17	26,993,928.17
Total, Restricted Balance		26,876,928.17	26,993,928.17

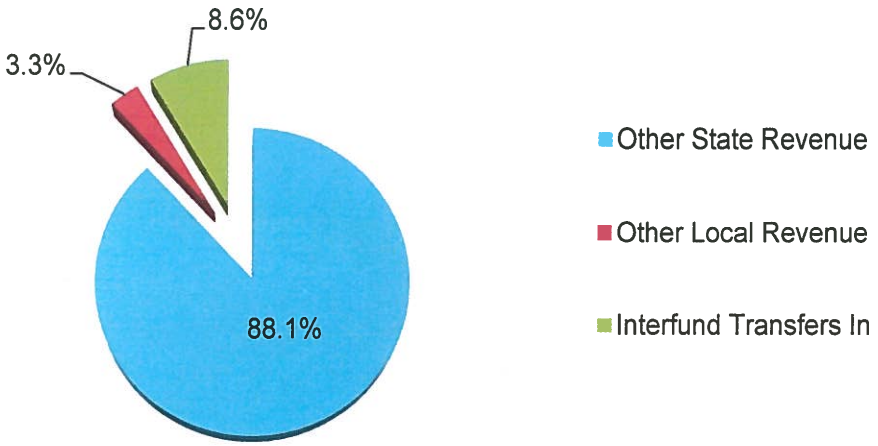
Special Reserve Fund for Capital Outlay Projects

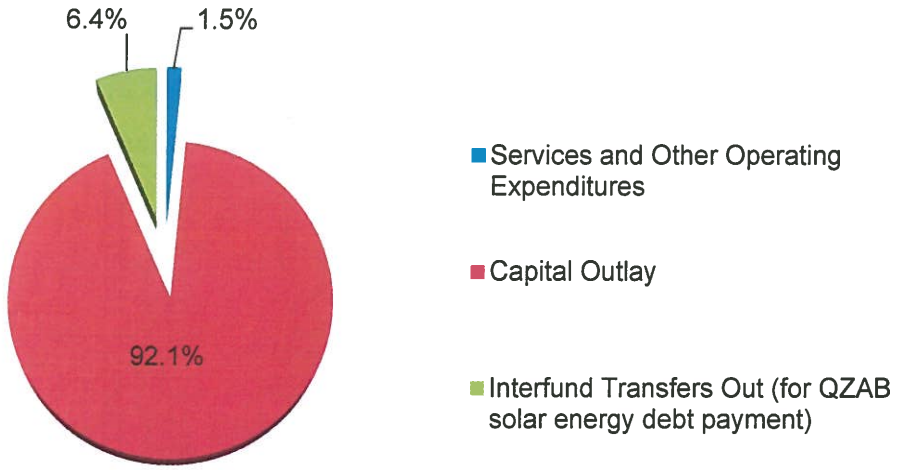
Artwork created by a Santa Ana Unified School District student from Madison Elementary School.

Special Reserve Fund for Capital Outlay Projects (40)

The Special Reserve Fund for Capital Outlay Projects is a capital project fund established to account primarily for capital outlay purposes.

Revenue received from the E-Rate reimbursement program is utilized for construction projects at various sites. Every year the District transfers the projected accumulated savings in electricity costs from the unrestricted general fund to this fund for QZAB debt payments.





The projected fund balance of $4.7 million is reserved for future capital outlay projects ($0.3 million) and QZAB Solar Energy debt payments ($4.3 million).

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
A. REVENUES					
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	26,434,035.83	12,583,612.89	-52.4%
4) Other Local Revenue		8600-8799	1,026,267.99	472,531.27	-54.0%
5) TOTAL, REVENUES			27,460,303.82	13,056,144.16	-52.5%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	85,212.00	0.00	-100.0%
3) Employee Benefits		3000-3999	38,989.70	0.00	-100.0%
4) Books and Supplies		4000-4999	2,452.00	0.00	-100.0%
5) Services and Other Operating Expenditures		5000-5999	180,253.51	334,765.00	85.7%
6) Capital Outlay		6000-6999	34,091,479.57	20,614,133.48	-39.5%
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			34,398,386.78	20,948,898.48	-39.1%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(6,938,082.96)	(7,892,754.32)	13.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	7,685,105.55	1,232,437.99	-84.0%
b) Transfers Out		7600-7629	1,402,681.76	1,442,656.00	2.8%
2) Other Sources/Uses					
a) Sources		8930-8979	171,252.62	3,800,000.00	2118.9%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			6,453,676.41	3,589,781.99	-44.4%

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(484,406.55)	(4,302,972.33)	788.3%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	9,460,402.60	8,975,996.05	-5.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			9,460,402.60	8,975,996.05	-5.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			9,460,402.60	8,975,996.05	-5.1%
2) Ending Balance, June 30 (E + F1e)			8,975,996.05	4,673,023.72	-47.9%
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		9740	2,836,207.09	0.00	-100.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	6,139,788.96	4,673,023.72	-23.9%
Future capital outlay projects	0000	9780		*341,119.25*	
QZAB Solar Energy	0000	9780		*4,331,904.47*	
Future capital outlay projects	0000	9780	*195,640.75*		
QZAB Solar Energy	0000	9780	*5,944,148.21*		
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	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
G. ASSETS					
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		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
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		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
FEDERAL REVENUE					
FEMA		8281	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
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	26,434,035.83	12,583,612.89	-52.4%
TOTAL, OTHER STATE REVENUE			26,434,035.83	12,583,612.89	-52.4%
OTHER LOCAL REVENUE					
Other Local Revenue					
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	260,157.00	210,000.00	-19.3%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	766,110.99	262,531.27	-65.7%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			1,026,267.99	472,531.27	-54.0%
TOTAL, REVENUES			27,460,303.82	13,056,144.16	-52.5%

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	85,212.00	0.00	-100.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			85,212.00	0.00	-100.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	11,834.24	0.00	-100.0%
OASDI/Medicare/Alternative		3301-3302	6,518.71	0.00	-100.0%
Health and Welfare Benefits		3401-3402	15,609.24	0.00	-100.0%
Unemployment Insurance		3501-3502	42.61	0.00	-100.0%
Workers' Compensation		3601-3602	1,278.18	0.00	-100.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	3,706.72	0.00	-100.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			38,989.70	0.00	-100.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	1,278.23	0.00	-100.0%
Noncapitalized Equipment		4400	1,173.77	0.00	-100.0%
TOTAL, BOOKS AND SUPPLIES			2,452.00	0.00	-100.0%

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
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	154,844.84	300,000.00	93.7%
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	25,408.67	34,765.00	36.8%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			180,253.51	334,765.00	85.7%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	34,050,708.20	20,614,133.48	-39.5%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	40,771.37	0.00	-100.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			34,091,479.57	20,614,133.48	-39.5%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
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%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			34,398,386.78	20,948,898.48	-39.1%

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund/CSSF		8912	7,685,105.55	1,232,437.99	-84.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			7,685,105.55	1,232,437.99	-84.0%
INTERFUND TRANSFERS OUT					
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	1,402,681.76	1,442,656.00	2.8%
(b) TOTAL, INTERFUND TRANSFERS OUT			1,402,681.76	1,442,656.00	2.8%

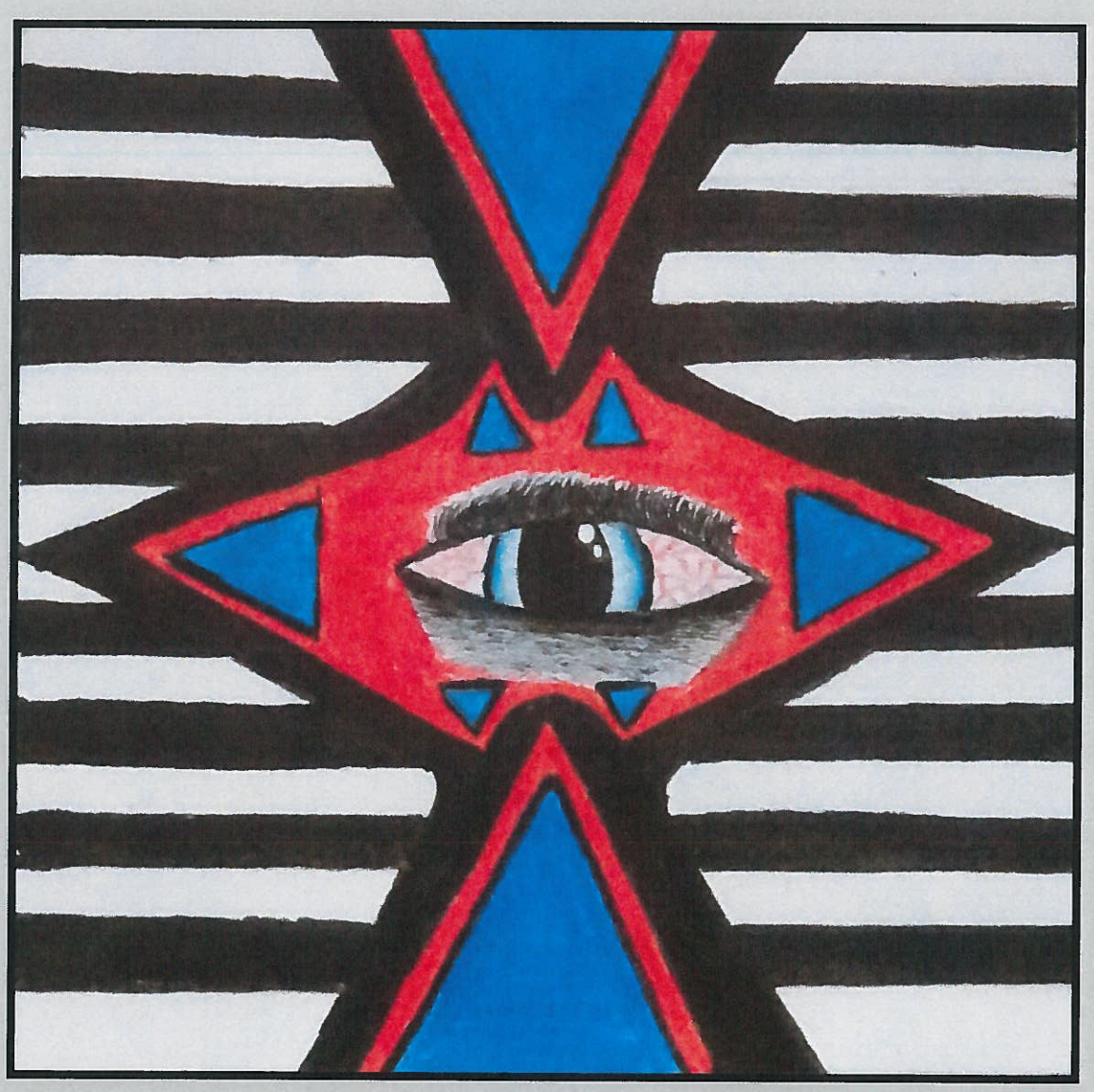
Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	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	171,252.62	3,800,000.00	2118.9%
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			171,252.62	3,800,000.00	2118.9%
USES					
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%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			6,453,676.41	3,589,781.99	-44.4%

Description	Function Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
A. REVENUES					
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	26,434,035.83	12,583,612.89	-52.4%
4) Other Local Revenue		8600-8799	1,026,267.99	472,531.27	-54.0%
5) TOTAL, REVENUES			27,460,303.82	13,056,144.16	-52.5%
B. EXPENDITURES (Objects 1000-7999)					
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		34,398,386.78	20,948,898.48	-39.1%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			34,398,386.78	20,948,898.48	-39.1%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(6,938,082.96)	(7,892,754.32)	13.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	7,685,105.55	1,232,437.99	-84.0%
b) Transfers Out		7600-7629	1,402,681.76	1,442,656.00	2.8%
2) Other Sources/Uses					
a) Sources		8930-8979	171,252.62	3,800,000.00	2118.9%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			6,453,676.41	3,589,781.99	-44.4%

Description	Function Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(484,406.55)	(4,302,972.33)	788.3%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	9,460,402.60	8,975,996.05	-5.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			9,460,402.60	8,975,996.05	-5.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			9,460,402.60	8,975,996.05	-5.1%
2) Ending Balance, June 30 (E + F1e)			8,975,996.05	4,673,023.72	-47.9%
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		9740	2,836,207.09	0.00	-100.0%
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	6,139,788.96	4,673,023.72	-23.9%
Future capital outlay projects	0000	9780		*341,119.25*	
QZAB Solar Energy	0000	9780		*4,331,904.47*	
Future capital outlay projects	0000	9780	*195,640.75*		
QZAB Solar Energy	0000	9780	*5,944,148.21*		
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2016-17 Estimated Actuals	2017-18 Budget
9010	Other Restricted Local	2,836,207.09	0.00
Total, Restricted Balance		2,836,207.09	0.00

Capital Project Fund for Blended Component Units



Artwork created by a Santa Ana Unified School District student from Lorin Griset Academy.

Capital Project Fund for Blended Component Units (49)

The Capital Project Fund for Blended Component Units is a capital project fund established to account for capital projects financed by Mello-Roos Community Facilities Districts and similar entities that are considered blended component units of the District.

The projected fund balance of $0.8 million is reserved for future facility projects.

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	8,934.47	300.00	-96.6%
5) TOTAL, REVENUES			8,934.47	300.00	-96.6%
B. EXPENDITURES					
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	11,971.82	22,971.82	91.9%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			11,971.82	22,971.82	91.9%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(3,037.35)	(22,671.82)	646.4%
D. OTHER FINANCING SOURCES/USES					
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	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(3,037.35)	(22,671.82)	646.4%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	828,639.90	825,602.55	-0.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			828,639.90	825,602.55	-0.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			828,639.90	825,602.55	-0.4%
2) Ending Balance, June 30 (E + F1e)			825,602.55	802,930.73	-2.7%
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	823,906.06	801,234.24	-2.8%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	1,696.49	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	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
G. ASSETS					
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		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
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		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
FEDERAL REVENUE					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
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%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
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	392.00	300.00	-23.5%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	8,542.47	0.00	-100.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			8,934.47	300.00	-96.6%
TOTAL, REVENUES			8,934.47	300.00	-96.6%

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
CLASSIFIED SALARIES					
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%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
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%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
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	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
Professional/Consulting Services and Operating Expenditures		5800	11,971.82	22,971.82	91.9%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			11,971.82	22,971.82	91.9%
CAPITAL OUTLAY					
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%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
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%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			11,971.82	22,971.82	91.9%

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%

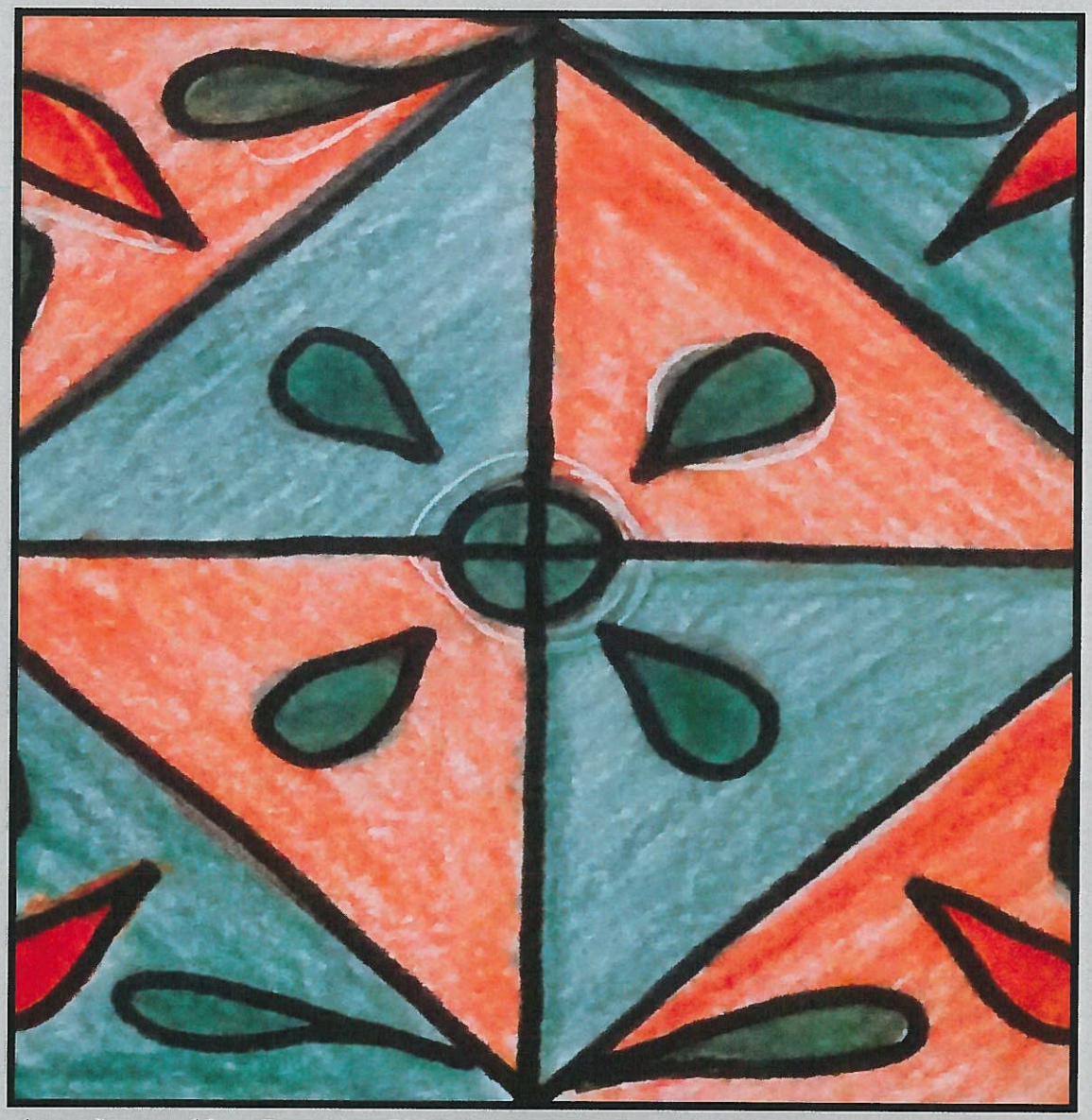
Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Sale of Bonds		8951	0.00	0.00	0.0%
Other Sources					
County School Bldg Aid		8961	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized 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%
USES					
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%
CONTRIBUTIONS					
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	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	8,934.47	300.00	-96.6%
5) TOTAL, REVENUES			8,934.47	300.00	-96.6%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		5,500.00	10,000.00	81.8%
9) Other Outgo	9000-9999	Except 7600-7699	6,471.82	12,971.82	100.4%
10) TOTAL, EXPENDITURES			11,971.82	22,971.82	91.9%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(3,037.35)	(22,671.82)	646.4%
D. OTHER FINANCING SOURCES/USES					
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	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(3,037.35)	(22,671.82)	646.4%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	828,639.90	825,602.55	-0.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			828,639.90	825,602.55	-0.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			828,639.90	825,602.55	-0.4%
2) Ending Balance, June 30 (E + F1e)			825,602.55	802,930.73	-2.7%
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	823,906.06	801,234.24	-2.8%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	1,696.49	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%

Resource	Description	2016-17 Estimated Actuals	2017-18 Budget
9010	Other Restricted Local	823,906.06	801,234.24
Total, Restricted Balance		823,906.06	801,234.24

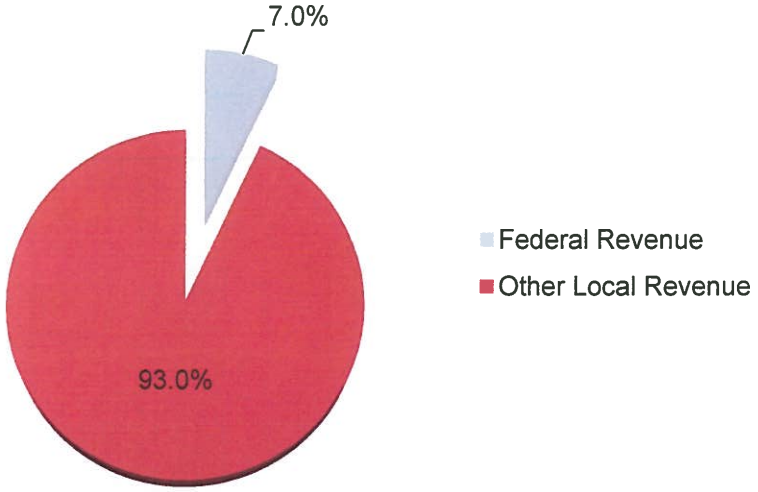
Bond Interest and Redemption Fund

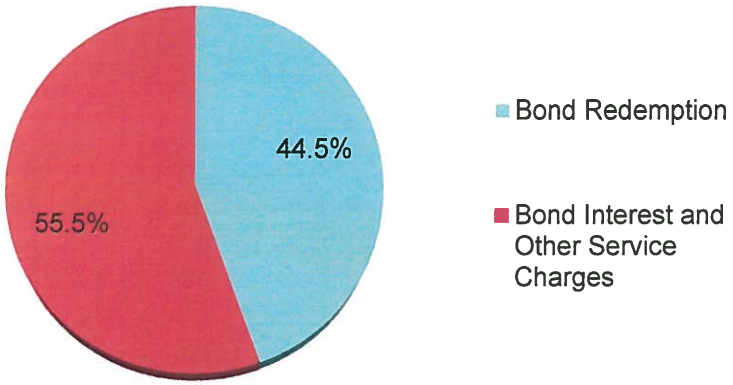


Artwork created by a Santa Ana Unified School District student from Lorin Griset Academy.

Bond Interest and Redemption Fund (51)

The Bond Interest and Redemption Fund is a fund established for the repayment of bonds issued (bond interest, redemption, and related costs). The projected revenue and expenditures are $20.6 million and $20.3 million, respectively.





The County auditor maintains control over the District's Bond Interest and Redemption Fund.

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	667,809.00	1,433,066.00	114.6%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	19,172,615.00	19,172,615.00	0.0%
5) TOTAL, REVENUES			19,840,424.00	20,605,681.00	3.9%
B. EXPENDITURES					
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	19,939,278.00	20,304,321.00	1.8%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			19,939,278.00	20,304,321.00	1.8%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(98,854.00)	301,360.00	-404.9%
D. OTHER FINANCING SOURCES/USES					
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	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(98,854.00)	301,360.00	-404.9%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	21,223,061.00	21,124,207.00	-0.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			21,223,061.00	21,124,207.00	-0.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			21,223,061.00	21,124,207.00	-0.5%
2) Ending Balance, June 30 (E + F1e)			21,124,207.00	21,425,567.00	1.4%
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	21,124,207.00	21,425,567.00	1.4%
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	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
G. ASSETS					
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		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
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		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
FEDERAL REVENUE					
All Other Federal Revenue		8290	667,809.00	1,433,066.00	114.6%
TOTAL, FEDERAL REVENUE			667,809.00	1,433,066.00	114.6%
OTHER STATE REVENUE					
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%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
County and District Taxes					
Voted Indebtedness Levies					
Secured Roll		8611	18,287,170.00	18,287,170.00	0.0%
Unsecured Roll		8612	0.00	0.00	0.0%
Prior Years' Taxes		8613	335,130.00	335,130.00	0.0%
Supplemental Taxes		8614	466,948.00	466,948.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Interest		8660	83,367.00	83,367.00	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%
TOTAL, OTHER LOCAL REVENUE			19,172,615.00	19,172,615.00	0.0%
TOTAL, REVENUES			19,840,424.00	20,605,681.00	3.9%

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Bond Redemptions		7433	8,491,666.00	9,044,143.00	6.5%
Bond Interest and Other Service Charges		7434	11,447,612.00	11,260,178.00	-1.6%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			19,939,278.00	20,304,321.00	1.8%
TOTAL, EXPENDITURES			19,939,278.00	20,304,321.00	1.8%

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: General Fund		7614	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
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%
CONTRIBUTIONS					
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	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	667,809.00	1,433,066.00	114.6%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	19,172,615.00	19,172,615.00	0.0%
5) TOTAL, REVENUES			19,840,424.00	20,605,681.00	3.9%
B. EXPENDITURES (Objects 1000-7999)					
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	19,939,278.00	20,304,321.00	1.8%
10) TOTAL, EXPENDITURES			19,939,278.00	20,304,321.00	1.8%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(98,854.00)	301,360.00	-404.9%
D. OTHER FINANCING SOURCES/USES					
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	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(98,854.00)	301,360.00	-404.9%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	21,223,061.00	21,124,207.00	-0.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			21,223,061.00	21,124,207.00	-0.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			21,223,061.00	21,124,207.00	-0.5%
2) Ending Balance, June 30 (E + F1e)			21,124,207.00	21,425,567.00	1.4%
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	21,124,207.00	21,425,567.00	1.4%
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%

Resource	Description	2016-17 Estimated Actuals	2017-18 Budget
9010	Other Restricted Local	21,124,207.00	21,425,567.00
Total, Restricted Balance		21,124,207.00	21,425,567.00

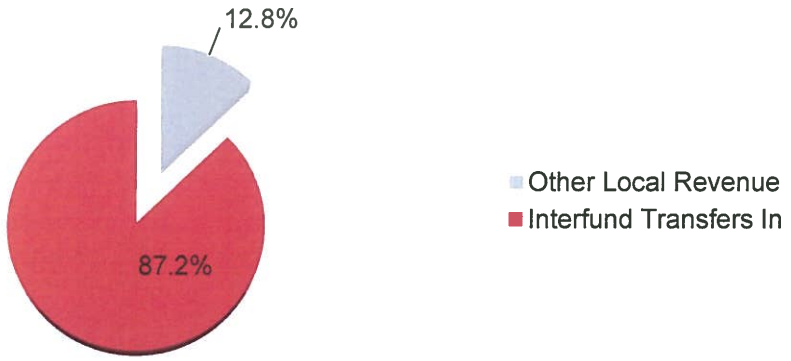
Debt Service Fund

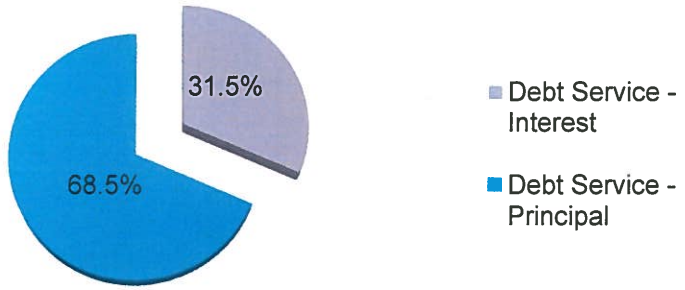
Artwork created by a Santa Ana Unified School District student from Madison Elementary School, Engage 360°

Debt Service Fund (56)

The Debt Service Fund is a fund established for the accumulation of resources and the retirement of principal and interest on general long-term debt. The sources to retire both principal and interest on debt service are as follows:

Funding Source	Debt Service
General Fund	1999 Certificates of Participation for the acquisition, construction of Esqueda and Heroes elementary schools as well as additional school facility projects
Debt Service Fund (Interest revenue)	2005 Qualified Zone Academy Bond for certain improvements, equipment, and other educational development programs of the District
General Fund	2007 Certificates of Participation for the acquisition and construction of certain infrastructure improvements as well as to refinance the Energy Savings Project and the 1998 and 1999 Financing Projects
General Fund/Special Reserve Fund for Capital Outlay Projects	2012 Qualified Zone Academy Bond for Solar Energy
Redevelopment Agency Funds	2016 Lease Purchase Loan for Valley P2P, land acquisition for bus yard facilities, Mitchell CDC Phase III, and modernization design costs





Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
A. REVENUES					
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	1,250,948.24	1,073,218.00	-14.2%
5) TOTAL, REVENUES			1,250,948.24	1,073,218.00	-14.2%
B. EXPENDITURES					
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	6,794,202.88	8,278,049.26	21.8%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			6,794,202.88	8,278,049.26	21.8%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(5,543,254.64)	(7,204,831.26)	30.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	6,151,787.69	7,329,081.26	19.1%
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			6,151,787.69	7,329,081.26	19.1%

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			608,533.05	124,250.00	-79.6%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	10,299,939.53	10,908,472.58	5.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			10,299,939.53	10,908,472.58	5.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			10,299,939.53	10,908,472.58	5.9%
2) Ending Balance, June 30 (E + F1e)			10,908,472.58	11,032,722.58	1.1%
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	10,906,927.39	11,030,927.39	1.1%
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	1,545.19	1,795.19	16.2%
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	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
G. ASSETS					
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		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
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		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
FEDERAL REVENUE					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Interest		8660	213,350.00	124,250.00	-41.8%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	1,037,598.24	948,968.00	-8.5%
TOTAL, OTHER LOCAL REVENUE			1,250,948.24	1,073,218.00	-14.2%
TOTAL, REVENUES			1,250,948.24	1,073,218.00	-14.2%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Debt Service - Interest		7438	2,374,202.88	2,608,823.87	9.9%
Other Debt Service - Principal		7439	4,420,000.00	5,669,225.39	28.3%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			6,794,202.88	8,278,049.26	21.8%
TOTAL, EXPENDITURES			6,794,202.88	8,278,049.26	21.8%

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	6,151,787.69	7,329,081.26	19.1%
(a) TOTAL, INTERFUND TRANSFERS IN			6,151,787.69	7,329,081.26	19.1%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
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%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			6,151,787.69	7,329,081.26	19.1%

Description	Function Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
A. REVENUES					
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	1,250,948.24	1,073,218.00	-14.2%
5) TOTAL, REVENUES			1,250,948.24	1,073,218.00	-14.2%
B. EXPENDITURES (Objects 1000-7999)					
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	6,794,202.88	8,278,049.26	21.8%
10) TOTAL, EXPENDITURES			6,794,202.88	8,278,049.26	21.8%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(5,543,254.64)	(7,204,831.26)	30.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	6,151,787.69	7,329,081.26	19.1%
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			6,151,787.69	7,329,081.26	19.1%

Description	Function Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			608,533.05	124,250.00	-79.6%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	10,299,939.53	10,908,472.58	5.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			10,299,939.53	10,908,472.58	5.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			10,299,939.53	10,908,472.58	5.9%
2) Ending Balance, June 30 (E + F1e)			10,908,472.58	11,032,722.58	1.1%
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	10,906,927.39	11,030,927.39	1.1%
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	1,545.19	1,795.19	16.2%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2016-17 Estimated Actuals	2017-18 Budget
9010	Other Restricted Local	10,906,927.39	11,030,927.39
Total, Restricted Balance		10,906,927.39	11,030,927.39

Self-Insurance Fund

Artwork created by a Santa Ana Unified School District student from Lorin Griset Academy.

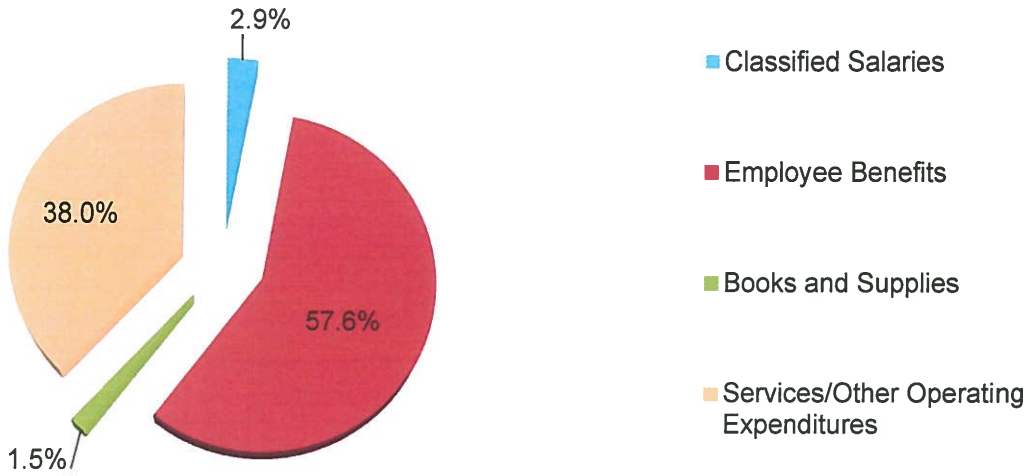
Self-Insurance Fund (67)

The Self-Insurance Fund is established to separate monies received for self-insurance activities from other operating funds of the District.

Each type of self-insurance activity has its own sub-fund within Fund 67:

- Workers' Compensation (Fund 68)
- Health and Welfare (Fund 69)
- Property Liability (Fund 81)

The Self-Insurance Fund is used for claim payments, estimates of costs relating to incurred-but-not-reported (IBNR) claims, administrative costs, deductible insurance amounts, cost of excess insurance, and other related costs.



The Self-Insurance Fund relies heavily on District's funds, primarily the General Fund (Fund 01) for its operational costs.

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
A. REVENUES					
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	19,069,877.88	19,590,264.66	2.7%
5) TOTAL, REVENUES			19,069,877.88	19,590,264.66	2.7%
B. EXPENSES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	527,066.41	530,166.00	0.6%
3) Employee Benefits		3000-3999	9,750,932.44	10,349,773.08	6.1%
4) Books and Supplies		4000-4999	487,281.08	263,500.00	-45.9%
5) Services and Other Operating Expenses		5000-5999	6,723,678.00	6,840,100.00	1.7%
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			17,488,957.93	17,983,539.08	2.8%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			1,580,919.95	1,606,725.58	1.6%
D. OTHER FINANCING SOURCES/USES					
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	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			1,835,919.95	1,861,725.58	1.4%
F. NET POSITION					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	18,313,059.98	20,148,979.93	10.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			18,313,059.98	20,148,979.93	10.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			18,313,059.98	20,148,979.93	10.0%
2) Ending Net Position, June 30 (E + F1e)			20,148,979.93	22,010,705.51	9.2%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Position		9797	0.00	0.00	0.0%
c) Unrestricted Net Position		9790	20,148,979.93	22,010,705.51	9.2%

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
G. ASSETS					
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		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
I. LIABILITIES					
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		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. NET POSITION					
Net Position, June 30 (G10 + H2) - (I7 + J2)			0.00		

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
OTHER STATE REVENUE					
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%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	263,431.00	200,000.00	-24.1%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
In-District Premiums/ Contributions		8674	18,749,095.05	19,390,264.66	3.4%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	57,351.83	0.00	-100.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			19,069,877.88	19,590,264.66	2.7%
TOTAL, REVENUES			19,069,877.88	19,590,264.66	2.7%

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	102,548.16	102,804.00	0.2%
Clerical, Technical and Office Salaries		2400	424,518.25	427,362.00	0.7%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			527,066.41	530,166.00	0.6%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	73,169.53	82,340.00	12.5%
OASDI/Medicare/Alternative		3301-3302	38,730.94	39,401.00	1.7%
Health and Welfare Benefits		3401-3402	48,097.40	55,235.00	14.8%
Unemployment Insurance		3501-3502	262.83	266.00	1.2%
Workers' Compensation		3601-3602	7,906.17	7,900.00	-0.1%
OPEB, Allocated		3701-3702	9,567,518.15	10,141,569.08	6.0%
OPEB, Active Employees		3751-3752	15,247.42	23,062.00	51.3%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			9,750,932.44	10,349,773.08	6.1%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	113,363.49	53,500.00	-52.8%
Noncapitalized Equipment		4400	373,917.59	210,000.00	-43.8%
TOTAL, BOOKS AND SUPPLIES			487,281.08	263,500.00	-45.9%

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENSES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	11,900.00	9,000.00	-24.4%
Dues and Memberships		5300	35,910.04	2,000.00	-94.4%
Insurance		5400-5450	3,248,400.00	3,600,000.00	10.8%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	59,100.00	58,000.00	-1.9%
Transfers of Direct Costs - Interfund		5750	8,200.00	4,500.00	-45.1%
Professional/Consulting Services and Operating Expenditures		5800	3,337,667.96	3,166,100.00	-5.1%
Communications		5900	22,500.00	500.00	-97.8%
TOTAL, SERVICES AND OTHER OPERATING EXPENSES			6,723,678.00	6,840,100.00	1.7%
DEPRECIATION					
Depreciation Expense		6900	0.00	0.00	0.0%
TOTAL, DEPRECIATION			0.00	0.00	0.0%
TOTAL, EXPENSES			17,488,957.93	17,983,539.08	2.8%

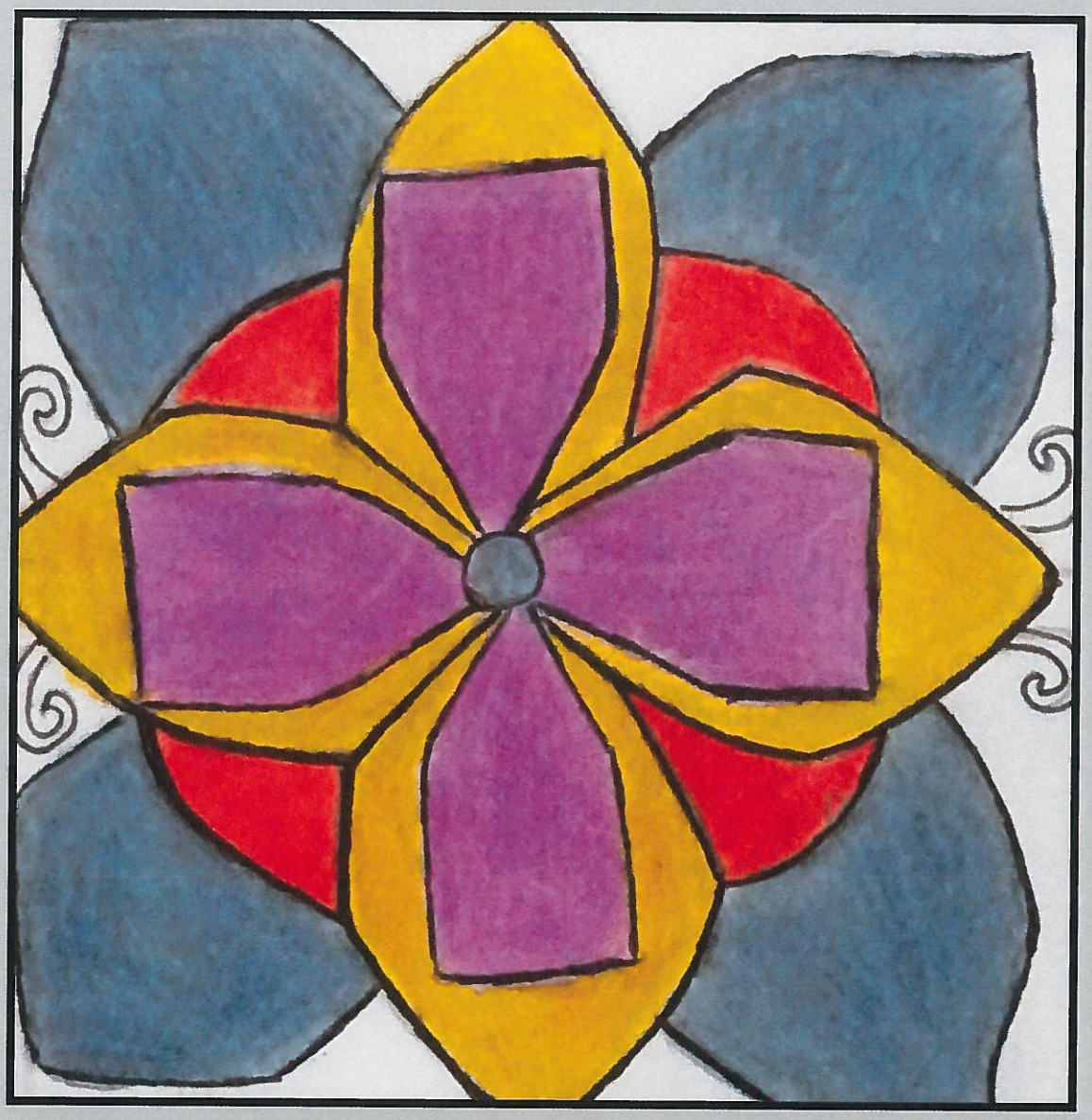
Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	255,000.00	255,000.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			255,000.00	255,000.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
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)			255,000.00	255,000.00	0.0%

Description	Function Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
A. REVENUES					
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	19,069,877.88	19,590,264.66	2.7%
5) TOTAL, REVENUES			19,069,877.88	19,590,264.66	2.7%
B. EXPENSES (Objects 1000-7999)					
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		17,488,957.93	17,983,539.08	2.8%
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			17,488,957.93	17,983,539.08	2.8%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			1,580,919.95	1,606,725.58	1.6%
D. OTHER FINANCING SOURCES/USES					
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	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			1,835,919.95	1,861,725.58	1.4%
F. NET POSITION					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	18,313,059.98	20,148,979.93	10.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			18,313,059.98	20,148,979.93	10.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			18,313,059.98	20,148,979.93	10.0%
2) Ending Net Position, June 30 (E + F1e)			20,148,979.93	22,010,705.51	9.2%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Position		9797	0.00	0.00	0.0%
c) Unrestricted Net Position		9790	20,148,979.93	22,010,705.51	9.2%

Resource	Description	2016-17 Estimated Actuals	2017-18 Budget
	Total, Restricted Net Position	0.00	0.00

Retiree Benefit Fund



Artwork created by a Santa Ana Unified School District student from Lorin Griset Academy.

Retiree Benefit Fund (71)

The Retiree Benefit Fund is established to account for the District's irrevocable contributions to the California Employer's Retiree Benefits Trust Program (CERBT) with the California Public Employers' Retirement System for the prefunding of retiree health benefits.

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
A. REVENUES					
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	22,000.00	25,000.00	13.6%
5) TOTAL, REVENUES			22,000.00	25,000.00	13.6%
B. EXPENSES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenses		5000-5999	0.00	0.00	0.0%
6) Depreciation		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENSES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			22,000.00	25,000.00	13.6%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	10,000,000.00	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			10,000,000.00	0.00	-100.0%

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			10,022,000.00	25,000.00	-99.8%
F. NET POSITION					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	0.00	10,022,000.00	New
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			0.00	10,022,000.00	New
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			0.00	10,022,000.00	New
2) Ending Net Position, June 30 (E + F1e)			10,022,000.00	10,047,000.00	0.2%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Position		9797	0.00	0.00	0.0%
c) Unrestricted Net Position		9790	10,022,000.00	10,047,000.00	0.2%

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
G. ASSETS					
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		9400			
10) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
I. LIABILITIES					
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		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. NET POSITION					
Net Position, June 30 (G10 + H2) - (I7 + J2)			0.00		

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
OTHER LOCAL REVENUE					
Other Local Revenue					
Interest		8660	22,000.00	25,000.00	13.6%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
In-District Premiums/ Contributions		8674	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			22,000.00	25,000.00	13.6%
TOTAL, REVENUES			22,000.00	25,000.00	13.6%
SERVICES AND OTHER OPERATING EXPENSES					
Subagreements for Services		5100	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENSES			0.00	0.00	0.0%
TOTAL, EXPENSES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	10,000,000.00	0.00	-100.0%
(a) TOTAL, INTERFUND TRANSFERS IN			10,000,000.00	0.00	-100.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a + c - d + e)			10,000,000.00	0.00	-100.0%

Description	Function Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
A. REVENUES					
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	22,000.00	25,000.00	13.6%
5) TOTAL, REVENUES			22,000.00	25,000.00	13.6%
B. EXPENSES (Objects 1000-7999)					
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, EXPENSES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			22,000.00	25,000.00	13.6%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	10,000,000.00	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			10,000,000.00	0.00	-100.0%

Description	Function Codes	Object Codes	2016-17 Estimated Actuals	2017-18 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			10,022,000.00	25,000.00	-99.8%
F. NET POSITION					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	0.00	10,022,000.00	New
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			0.00	10,022,000.00	New
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			0.00	10,022,000.00	New
2) Ending Net Position, June 30 (E + F1e)			10,022,000.00	10,047,000.00	0.2%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Position		9797	0.00	0.00	0.0%
c) Unrestricted Net Position		9790	10,022,000.00	10,047,000.00	0.2%

Resource	Description	2016-17 Estimated Actuals	2017-18 Budget
	Total, Restricted Net Position	0.00	0.00

Supplemental Information

Artwork created by a Santa Ana Unified School District student from Madison Elementary School.

Description	2016-17 Estimated Actuals			2017-18 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
A. DISTRICT						
1. Total District Regular ADA 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)	48,382.51	48,303.03	49,927.54	46,945.89	46,868.77	48,382.51
2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA 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)						
3. Total Basic Aid Open Enrollment Regular ADA 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)						
4. Total, District Regular ADA (Sum of Lines A1 through A3)	48,382.51	48,303.03	49,927.54	46,945.89	46,868.77	48,382.51
5. District Funded County Program ADA						
a. County Community Schools	127.28	127.28	127.28	127.28	127.28	127.28
b. Special Education-Special Day Class	38.33	38.33	38.33	38.33	38.33	38.33
c. Special Education-NPS/LCI						
d. Special Education Extended Year	4.62	4.62	4.62	4.62	4.62	4.62
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. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)	170.23	170.23	170.23	170.23	170.23	170.23
6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)	48,552.74	48,473.26	50,097.77	47,116.12	47,039.00	48,552.74
7. Adults in Correctional Facilities						
8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	2016-17 Estimated Actuals			2017-18 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
C. CHARTER SCHOOL ADA						
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.						
FUND 01: Charter School ADA corresponding to SACS financial data reported in Fund 01.						
1. Total Charter School Regular ADA						
2. Charter School County Program Alternative Education ADA						
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)]						
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C2a through C2c)	0.00	0.00	0.00	0.00	0.00	0.00
3. Charter School Funded County Program ADA						
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						
f. Total, Charter School Funded County Program ADA (Sum of Lines C3a through C3e)	0.00	0.00	0.00	0.00	0.00	0.00
4. TOTAL CHARTER SCHOOL ADA (Sum of Lines C1, C2d, and C3f)	0.00	0.00	0.00	0.00	0.00	0.00
FUND 09 or 62: Charter School ADA corresponding to SACS financial data reported in Fund 09 or Fund 62.						
5. Total Charter School Regular ADA	226.80	226.80	226.80	355.65	355.65	355.65
6. Charter School County Program Alternative Education ADA						
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)]						
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C6a through C6c)	0.00	0.00	0.00	0.00	0.00	0.00
7. Charter School Funded County Program ADA						
a. County Community Schools	46.40	46.40	46.40	46.40	46.40	46.40
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						
f. Total, Charter School Funded County Program ADA (Sum of Lines C7a through C7e)	46.40	46.40	46.40	46.40	46.40	46.40
8. TOTAL CHARTER SCHOOL ADA (Sum of Lines C5, C6d, and C7f)	273.20	273.20	273.20	402.05	402.05	402.05
9. TOTAL CHARTER SCHOOL ADA Reported in Fund 01, 09, or 62 (Sum of Lines C4 and C8)	273.20	273.20	273.20	402.05	402.05	402.05

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	278,997,171.66	301	0.00	303	278,997,171.66	305	7,995,176.55		307	271,001,995.11	309
2000 - Classified Salaries	90,141,616.77	311	543,245.14	313	89,598,371.63	315	5,777,782.84		317	83,820,588.79	319
3000 - Employee Benefits	145,483,827.47	321	219,523.10	323	145,264,304.37	325	4,062,148.43		327	141,202,155.94	329
4000 - Books, Supplies Equip Replace. (6500)	41,676,372.89	331	1,098,620.31	333	40,577,752.58	335	2,820,711.04		337	37,757,041.54	339
5000 - Services. . . & 7300 - Indirect Costs	75,216,961.42	341	889,104.09	343	74,327,857.33	345	21,583,620.54		347	52,744,236.79	349
				TOTAL	628,765,457.57	365			TOTAL	586,526,018.17	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	226,883,094.61	375
2. Salaries of Instructional Aides Per EC 41011	2100	25,622,410.23	380
3. STRS	3101 & 3102	44,974,427.54	382
4. PERS	3201 & 3202	4,089,744.06	383
5. OASDI - Regular, Medicare and Alternative	3301 & 3302	5,470,241.02	384
6. Health & Welfare Benefits (EC 41372) (Include Health, Dental, Vision, Pharmaceutical, and Annuity Plans)	3401 & 3402	35,880,818.22	385
7. Unemployment Insurance	3501 & 3502	129,945.74	390
8. Workers' Compensation Insurance	3601 & 3602	3,831,284.68	392
9. OPEB, Active Employees (EC 41372)	3751 & 3752	6,243,543.05	
10. Other Benefits (EC 22310)	3901 & 3902	0.00	393
11. SUBTOTAL Salaries and Benefits (Sum Lines 1 - 10)		353,125,509.15	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)		7,654,882.71	396
b. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4b (Overrides)*			396
14. TOTAL SALARIES AND BENEFITS		345,470,626.44	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		58.90%	
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)	58.90%
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)	586,526,018.17
5.	Deficiency Amount (Part III, Line 3 times Line 4)	0.00

PART IV: Explanation for adjustments entered in Part I, Column 4b (required)

PART I - 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	267,550,032.57	301	0.00	303	267,550,032.57	305	7,151,146.03		307	260,398,886.54	309
2000 - Classified Salaries	92,234,265.34	311	271,733.00	313	91,962,532.34	315	6,386,632.67		317	85,575,899.67	319
3000 - Employee Benefits	155,875,160.38	321	118,403.20	323	155,756,757.18	325	4,345,198.78		327	151,411,558.40	329
4000 - Books, Supplies Equip Replace. (6500)	44,719,327.07	331	1,224,140.00	333	43,495,187.07	335	2,903,571.72		337	40,591,615.35	339
5000 - Services. . . & 7300 - Indirect Costs	56,860,002.46	341	123,970.66	343	56,736,031.80	345	21,110,403.36		347	35,625,628.44	349
				TOTAL	615,500,540.96	365			TOTAL	573,603,588.40	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	219,567,126.81	375
2. Salaries of Instructional Aides Per EC 41011	2100	27,963,768.29	380
3. STRS	3101 & 3102	50,599,097.18	382
4. PERS	3201 & 3202	4,633,243.16	383
5. OASDI - Regular, Medicare and Alternative	3301 & 3302	5,482,789.42	384
6. Health & Welfare Benefits (EC 41372) (Include Health, Dental, Vision, Pharmaceutical, and Annuity Plans)	3401 & 3402	37,609,775.57	385
7. Unemployment Insurance	3501 & 3502	141,908.23	390
8. Workers' Compensation Insurance	3601 & 3602	3,754,314.72	392
9. OPEB, Active Employees (EC 41372)	3751 & 3752	6,398,733.25	
10. Other Benefits (EC 22310)	3901 & 3902	0.00	393
11. SUBTOTAL Salaries and Benefits (Sum Lines 1 - 10)		356,150,756.63	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)		8,197,590.54	396
b. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4b (Overrides)*			396
14. TOTAL SALARIES AND BENEFITS		347,953,166.09	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		60.66%	
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)	60.66%	
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)	573,603,588.40	
5. Deficiency Amount (Part III, Line 3 times Line 4)	0.00	

PART IV: Explanation for adjustments entered in Part I, Column 4b (required)

Part I - General Administrative Share of Plant Services Costs

California's indirect cost plan allows that the general administrative costs in the indirect cost pool may include that portion of plant services costs (maintenance and operations costs and facilities rents and leases costs) attributable to the general administrative offices. The calculation of the plant services costs attributed to general administration and included in the pool is standardized and automated using the percentage of salaries and benefits relating to general administration as proxy for the percentage of square footage occupied by general administration.

A. Salaries and Benefits - Other General Administration and Centralized Data Processing

1. Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702) (Functions 7200-7700, goals 0000 and 9000) — 18,698,684.98
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) — 497,446,341.05

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) — 3.76%

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. — 1.00

Part III - Indirect Cost Rate Calculation (Funds 01, 09, and 62, unless indicated otherwise)

A.	**Indirect Costs**	
1.	Other General Administration, less portion charged to restricted resources or specific goals (Functions 7200-7600, objects 1000-5999, minus Line B9)	32,196,947.06
2.	Centralized Data Processing, less portion charged to restricted resources or specific goals (Function 7700, objects 1000-5999, minus Line B10)	5,994,479.87
3.	External Financial Audit - Single Audit (Function 7190, resources 0000-1999, goals 0000 and 9000, objects 5000-5999)	115,217.40
4.	Staff Relations and Negotiations (Function 7120, resources 0000-1999, goals 0000 and 9000, objects 1000-5999)	187,968.81
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)	2,040,097.98
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)	36.34
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)	1.00
8.	Total Indirect Costs (Lines A1 through A7a, minus Line A7b)	40,534,746.46
9.	Carry-Forward Adjustment (Part IV, Line F)	7,157,189.50
10.	Total Adjusted Indirect Costs (Line A8 plus Line A9)	47,691,935.96
B.	**Base Costs**	
1.	Instruction (Functions 1000-1999, objects 1000-5999 except 5100)	405,233,618.63
2.	Instruction-Related Services (Functions 2000-2999, objects 1000-5999 except 5100)	75,326,680.35
3.	Pupil Services (Functions 3000-3999, objects 1000-5999 except 5100)	31,602,830.42
4.	Ancillary Services (Functions 4000-4999, objects 1000-5999 except 5100)	4,750,625.22
5.	Community Services (Functions 5000-5999, objects 1000-5999 except 5100)	127,225.76
6.	Enterprise (Function 6000, objects 1000-5999 except 5100)	5,009.21
7.	Board and Superintendent (Functions 7100-7180, objects 1000-5999, minus Part III, Line A4)	2,311,810.62
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)	308,742.31
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)	251,075.27
11.	Plant Maintenance and Operations (all except portion relating to general administrative offices) (Functions 8100-8400, objects 1000-5999 except 5100, minus Part III, Line A5)	52,217,827.13
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)	930.21
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)	1.00
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)	5,240,605.61
16.	Cafeteria (Funds 13 and 61, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	37,687,031.74
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)	615,064,013.48
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)	6.59%
D.	**Preliminary Proposed Indirect Cost Rate** **(For final approved fixed-with-carry-forward rate for use in 2018-19 see www.cde.ca.gov/fg/ac/ic)** (Line A10 divided by Line B18)	7.75%

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.

A.	**Indirect costs incurred in the current year (Part III, Line A8)**	40,534,746.46
B.	**Carry-forward adjustment from prior year(s)**	
1.	Carry-forward adjustment from the second prior year	(1,271,215.46)
2.	Carry-forward adjustment amount deferred from prior year(s), if any	0.00
C.	**Carry-forward adjustment for under- or over-recovery in the current year**	
1.	Under-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus (approved indirect cost rate (5.22%) times Part III, Line B18); zero if negative	7,157,189.50
2.	Over-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus the lesser of (approved indirect cost rate (5.22%) times Part III, Line B18) or (the highest rate used to recover costs from any program (5.22%) times Part III, Line B18); zero if positive	0.00
D.	**Preliminary carry-forward adjustment (Line C1 or C2)**	7,157,189.50

E. Optional allocation of negative carry-forward adjustment over more than one year

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:	not applicable
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:	not applicable
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:	not applicable

LEA request for Option 1, Option 2, or Option 3

1

F.	**Carry-forward adjustment used in Part III, Line A9 (Line D minus amount deferred if Option 2 or Option 3 is selected)**	7,157,189.50

Approved indirect cost rate: 5.22%
Highest rate used in any program: 5.22%

Fund	Resource	Eligible Expenditures (Objects 1000-5999 except Object 5100)	Indirect Costs Charged (Objects 7310 and 7350)	Rate Used
01	3010	19,759,937.42	1,031,468.73	5.22%
01	3060	582,981.37	30,419.40	5.22%
01	3110	85,587.34	4,467.66	5.22%
01	3180	2,312,803.08	120,670.95	5.22%
01	3310	8,829,858.39	460,918.61	5.22%
01	3315	329,469.70	17,198.30	5.22%
01	3320	1,207,742.82	63,044.18	5.22%
01	3327	524,222.43	27,364.41	5.22%
01	3345	7,201.23	375.90	5.22%
01	3385	268,654.25	14,023.75	5.22%
01	3395	33,012.16	1,723.24	5.22%
01	3410	376,625.19	19,659.83	5.22%
01	3550	485,274.00	24,263.00	5.00%
01	4035	3,367,103.01	175,762.78	5.22%
01	4050	635,709.30	33,184.09	5.22%
01	4124	1,672,512.16	83,625.61	5.00%
01	4201	80,217.64	4,187.36	5.22%
01	4203	3,555,438.41	71,100.16	2.00%
01	5630	285,196.30	14,887.14	5.22%
01	5640	1,846,334.96	96,378.79	5.22%
01	5810	572,113.19	29,032.76	5.07%
01	6010	6,720,517.28	336,025.86	5.00%
01	6264	1,486,809.67	77,611.46	5.22%
01	6382	2,367,969.15	123,607.99	5.22%
01	6385	14,826.08	773.92	5.22%
01	6387	2,612,121.00	136,353.00	5.22%
01	6512	1,975,495.74	103,120.88	5.22%
01	6515	6,903.06	360.34	5.22%
01	6520	335,885.63	17,396.22	5.18%
01	7220	285,345.67	14,895.04	5.22%
01	7338	93,565.21	4,884.10	5.22%
01	7370	84,128.49	4,391.51	5.22%
01	7810	574,520.75	29,989.98	5.22%
01	8150	15,909,177.61	830,459.07	5.22%
01	9010	2,764,443.30	8,529.93	0.31%
09	3010	40,760.33	2,005.41	4.92%
09	6010	142,966.07	7,033.93	4.92%
12	6105	4,744,620.02	247,726.73	5.22%
12	6127	315,663.59	16,477.64	5.22%
13	5310	33,492,407.74	1,647,826.47	4.92%
13	5320	4,194,624.00	206,376.00	4.92%

Fund	Resource	Eligible Expenditures (Objects 1000-5999 except Object 5100)	Indirect Costs Charged (Objects 7310 and 7350)	Rate Used

Description	Object Codes	Lottery: Unrestricted (Resource 1100)	Transferred to Other Resources for Expenditure	Lottery: Instructional Materials (Resource 6300)*	Totals
A. AMOUNT AVAILABLE FOR THIS FISCAL YEAR					
1. Adjusted Beginning Fund Balance	9791-9795	0.00		0.00	0.00
2. State Lottery Revenue	8560	7,223,284.00		2,257,277.00	9,480,561.00
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)		7,223,284.00	0.00	2,257,277.00	9,480,561.00
B. EXPENDITURES AND OTHER FINANCING USES					
1. Certificated Salaries	1000-1999	5,465,262.00			5,465,262.00
2. Classified Salaries	2000-2999	0.00			0.00
3. Employee Benefits	3000-3999	1,758,022.00			1,758,022.00
4. Books and Supplies	4000-4999	0.00		1,628,127.01	1,628,127.01
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			495,393.99	495,393.99
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)		7,223,284.00	0.00	2,123,521.00	9,346,805.00
C. ENDING BALANCE (Must equal Line A6 minus Line B12)	979Z	0.00	0.00	133,756.00	133,756.00

D. COMMENTS:

Printing of consumable textbooks; Discovery streaming-instructional videos; Follett/Destiny service and support (a library and textbook management)

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.

2017-18 JULY 1 BUDGET
General Fund
Multiyear Projection
Unrestricted and Restricted Resources

FUND 01 COMBINED	SSC Gap Funding ==>	43.97%	39.03%	41.51%
	Declining Enrollment	-1300	-1300	-1300
	Object Code	Base Year 2017 - 18	Year 1 2018 - 19	Year 2 2019 - 20
Revenues				
LCFF/State Aid	8010 - 8099	$516,182,413.00	$513,730,099.00	$513,135,434.00
Federal Revenues	8100 - 8299	$43,047,096.51	$41,741,036.51	$41,741,036.51
Other State Revenues	8300 - 8599	$81,750,393.87	$77,889,859.42	$76,571,647.47
Other Local Revenues	8600 - 8799	$4,302,224.03	$3,058,788.03	$3,069,772.61
Revenues		**$645,282,127.41**	**$636,419,782.96**	**$634,517,890.59**
Expenditures				
Certificated Salaries	1000 - 1999	$267,550,032.57	$263,056,861.13	$259,522,085.26
Classified Salaries	2000 - 2999	$92,234,265.34	$92,464,851.01	$92,591,635.54
Employee Benefits	3000 - 3999	$155,875,160.38	$164,613,880.04	$173,846,718.81
Books and Supplies	4000 - 4999	$44,393,827.07	$36,375,780.54	$35,229,981.81
Services and Other Operating	5000 - 5999	$59,743,351.36	$60,371,334.07	$59,635,591.81
Capital Outlay	6000 - 6900	$6,712,113.40	$2,212,113.40	$2,212,113.40
Other Outgo	7000 - 7299	$5,163,017.00	$5,163,017.00	$5,163,017.00
Direct Support/Indirect Cost	7300 - 7399	($2,883,348.90)	($2,883,348.90)	($2,883,348.90)
Debt Service	7400 - 7499	$251,524.00	$251,524.00	$251,524.00
Expenditures		**$629,039,942.22**	**$621,626,012.29**	**$625,569,318.73**
Excess (Deficiency) of Revenues Over Expenditures		$16,242,185.19	$14,793,770.67	$8,948,571.86
Other Financing Sources/Uses				
Interfund Transfers In	8900 - 8929	$0.00	$0.00	$0.00
Interfund Transfers Out	7600 - 7629	$11,027,664.99	$8,423,378.99	$8,543,294.99
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
Other Financing Sources/Uses		**($11,027,664.99)**	**($8,423,378.99)**	**($8,543,294.99)**
Net Increase (Decrease) in Fund Balance		$5,214,520.20	$6,370,391.68	$405,276.87
Fund Balance				
Beginning Fund Balance	9791	$90,327,281.81	$95,541,802.01	$101,912,193.69
Audit Adjustments	9793	$0.00	$0.00	$0.00
Other Restatements	9795	$0.00	$0.00	$0.00
Adjusted Beginning Fund Balance	9797	$90,327,281.81	$95,541,802.01	$101,912,193.69
Ending Fund Balance	9799	$95,541,802.01	$101,912,193.69	$102,317,470.56
Components of Ending Fund Balance				
Reserved Balances	9700	$0.00	$0.00	$0.00
Fund Balance, Nonspendable				
Nonspendable Revolving Cash	9711	$190,000.00	$190,000.00	$190,000.00
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	$15,790,120.24	$13,242,572.50	$11,497,541.75
Committed				
Stabilization Arrangements	9750	$14,359,320.64	$8,717,432.37	$2,509,525.55
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	$51,401,008.99	$66,161,200.99	$74,438,150.99
- 010032 Civic Center	9780	*$260,080.41*	*$260,080.41*	*$260,080.41*
- 010033 Godinez Rental Fees	9780	*$79,397.68*	*$79,397.68*	*$79,397.68*
- 010042 WASC	9780	*$27,507.90*	*$27,507.90*	*$27,507.90*
- 010720 15-16 One-time discretionary (E-Rate/SBAC)	9780	*$3,980,547.24*	*$3,980,547.24*	*$3,980,547.24*
- 010808 CTE	9780	*$39,852.53*	*$39,852.53*	*$39,852.53*
- 010000 Walker/Roosevelt Joint Use	9780	*$50,000.00*	*$50,000.00*	*$50,000.00*
- 010031 Enterprise Planning (ERP) system	9780	*$7,000,000.00*	*$7,000,000.00*	*$7,000,000.00*
- 010031 Athletic equipment	9780	*$128,000.00*	*$128,000.00*	*$128,000.00*
- 010000 Artificial Turf	9780	*$3,180,953.00*	*$4,650,326.00*	*$6,150,326.00*
- 010720 Furniture/equipment for ALA expansion	9780	*$481,973.78*	*$481,973.78*	*$481,973.78*
- 010000 Early Learning	9780	*$3,000,000.00*	*$3,000,000.00*	*$3,000,000.00*
- 010000 Specialized spaces	9780	*$1,000,000.00*	*$1,000,000.00*	*$1,000,000.00*
- 010000 Dual language immersion	9780	*$1,000,000.00*	*$1,000,000.00*	*$1,000,000.00*
- 010000 Purchase of vehicles	9780	*$800,000.00*	*$800,000.00*	*$800,000.00*
- 010000 Mariachi/Folklorico	9780	*$200,000.00*	*$200,000.00*	*$200,000.00*
- 010000 Declining enrollment	9780	*$29,897,042.00*	*$43,187,861.00*	*$49,964,811.00*
- 010803 Instructional Materials	9780	*$275,654.45*	*$275,654.45*	*$275,654.45*
Economic Uncertainties Percentage		2%	2%	2%
Reserve for Economic Uncertainties	9789	$12,801,352.14	$12,600,987.83	$12,682,252.27
Undesignated/Unappropriated	9790	($0.00)	$0.00	$0.00

2017-18 JULY 1 BUDGET
General Fund
Multiyear Projection
Unrestricted Resources

FUND 01 UNRESTRICTED	SSC Gap Funding ==>	43.97%	39.03%	41.51%
	Declining Enrollment	-1300	-1300	-1300
Name	**Object Code**	**Base Year 2017 - 18**	**Year 1 2018 - 19**	**Year 2 2019 - 20**
Revenues				
LCFF/State Aid	8010 - 8099	$516,182,413.00	$513,730,099.00	$513,135,434.00
Federal Revenues	8100 - 8299	$567,169.00	$567,169.00	$567,169.00
Other State Revenues	8300 - 8599	$8,988,221.00	$8,951,434.00	$8,916,587.05
Other Local Revenues	8600 - 8799	$1,118,500.00	$1,108,650.00	$1,119,634.58
Revenues		**$526,856,303.00**	**$524,357,352.00**	**$523,738,824.63**
Expenditures				
Certificated Salaries	1000 - 1999	$206,422,522.72	$203,744,414.64	$199,988,818.93
Classified Salaries	2000 - 2999	$55,138,581.23	$55,276,427.68	$55,414,618.75
Employee Benefits	3000 - 3999	$92,032,858.54	$98,362,539.30	$104,493,551.38
Books and Supplies	4000 - 4999	$30,934,329.33	$24,438,134.44	$25,137,065.10
Services and Other Operating	5000 - 5999	$42,019,803.68	$43,830,248.93	$43,976,479.56
Capital Outlay	6000 - 6900	$5,569,814.00	$1,069,814.00	$1,069,814.00
Other Outgo	7000 - 7299	$1,943,094.00	$1,943,094.00	$1,943,094.00
Direct Support/Indirect Cost	7300 - 7399	($8,609,996.62)	($8,233,189.33)	($8,024,112.75)
Debt Service	7400 - 7499	$251,524.00	$251,524.00	$251,524.00
Expenditures		**$425,702,530.88**	**$420,683,007.66**	**$424,250,852.97**
Excess (Deficiency) of Revenues Over Expenditures		$101,153,772.12	$103,674,344.34	$99,487,971.66
Other Financing Sources/Uses				
Interfund Transfers In	8900 - 8929	$0.00	$0.00	$0.00
Interfund Transfers Out	7600 - 7629	$11,027,664.99	$8,423,378.99	$8,543,294.99
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	($84,322,642.05)	($86,333,025.93)	($88,794,369.05)
Other Financing Sources/Uses		**($95,350,307.04)**	**($94,756,404.92)**	**($97,337,664.04)**
Net Increase (Decrease) in Fund Balance		$5,803,465.08	$8,917,939.42	$2,150,307.62
Fund Balance				
Beginning Fund Balance	9791	$73,948,216.69	$79,751,681.77	$88,669,621.19
Audit Adjustments	9793	$0.00	$0.00	$0.00
Other Restatements	9795	$0.00	$0.00	$0.00
Adjusted Beginning Fund Balance	9797	$73,948,216.69	$79,751,681.77	$88,669,621.19
Ending Fund Balance	9799	$79,751,681.77	$88,669,621.19	$90,819,928.81
Components of Ending Fund Balance				
Reserved Balances	9700	$0.00	$0.00	$0.00
Fund Balance, Nonspendable				
Nonspendable Revolving Cash	9711	$190,000.00	$190,000.00	$190,000.00
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
Committed				
Stabilization Arrangements	9750	$14,359,320.64	$8,717,432.37	$2,509,525.55
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	$51,401,008.99	$66,161,200.99	$74,438,150.99
- 010032 Civic Center	9780	*$260,080.41*	*$260,080.41*	*$260,080.41*
- 010033 Godinez Rental Fees	9780	*$79,397.68*	*$79,397.68*	*$79,397.68*
- 010042 WASC	9780	*$27,507.90*	*$27,507.90*	*$27,507.90*
- 010720 15-16 One-time discretionary (E-Rate/SBAC)	9780	*$3,980,547.24*	*$3,980,547.24*	*$3,980,547.24*
- 010808 CTE	9780	*$39,852.53*	*$39,852.53*	*$39,852.53*
- 010000 Walker/Roosevelt Joint Use	9780	*$50,000.00*	*$50,000.00*	*$50,000.00*
- 010031 Enterprise Planning (ERP) system	9780	*$7,000,000.00*	*$7,000,000.00*	*$7,000,000.00*
- 010031 Athletic equipment	9780	*$128,000.00*	*$128,000.00*	*$128,000.00*
- 010000 Artificial Turf	9780	*$3,180,953.00*	*$4,650,326.00*	*$6,150,326.00*
- 010720 Furniture/equipment for ALA expansion	9780	*$481,973.78*	*$481,973.78*	*$481,973.78*
- 010000 Early Learning	9780	*$3,000,000.00*	*$3,000,000.00*	*$3,000,000.00*
- 010000 Specialized spaces	9780	*$1,000,000.00*	*$1,000,000.00*	*$1,000,000.00*
- 010000 Dual language immersion	9780	*$1,000,000.00*	*$1,000,000.00*	*$1,000,000.00*
- 010000 Purchase of vehicles	9780	*$800,000.00*	*$800,000.00*	*$800,000.00*
- 010000 Mariachi/Folklorico	9780	*$200,000.00*	*$200,000.00*	*$200,000.00*
- 010000 Declining enrollment	9780	*$29,897,042.00*	*$43,187,861.00*	*$49,964,811.00*
- 010803 Instructional Materials	9780	*$275,654.45*	*$275,654.45*	*$275,654.45*
Economic Uncertainties Percentage		2%	2%	2%
Reserve for Economic Uncertainties	9789	$12,801,352.14	$12,600,987.83	$12,682,252.27
Undesignated/Unappropriated	9790	$0.00	$0.00	$0.00

2017-18 JULY 1 BUDGET
General Fund
Multiyear Projection
Restricted Resources

FUND 01 RESTRICTED	SSC Gap Funding ==>	43.97%	39.03%	41.51%
	Declining Enrollment	-1300	-1300	-1300
Name	**Object Code**	**Base Year 2017 - 18**	**Year 1 2018 - 19**	**Year 2 2019 - 20**
Revenues				
LCFF/State Aid	8010 - 8099	$0.00	$0.00	$0.00
Federal Revenues	8100 - 8299	$42,479,927.51	$41,173,867.51	$41,173,867.51
Other State Revenues	8300 - 8599	$72,762,172.87	$68,938,425.42	$67,655,060.42
Other Local Revenues	8600 - 8799	$3,183,724.03	$1,950,138.03	$1,950,138.03
Revenues		**$118,425,824.41**	**$112,062,430.96**	**$110,779,065.96**
Expenditures				
Certificated Salaries	1000 - 1999	$61,127,509.85	$59,312,446.49	$59,533,266.33
Classified Salaries	2000 - 2999	$37,095,684.11	$37,188,423.33	$37,177,016.79
Employee Benefits	3000 - 3999	$63,842,301.84	$66,251,340.74	$69,353,167.43
Books and Supplies	4000 - 4999	$13,459,497.74	$11,937,646.10	$10,092,916.71
Services and Other Operating	5000 - 5999	$17,723,547.68	$16,541,085.14	$15,659,112.25
Capital Outlay	6000 - 6900	$1,142,299.40	$1,142,299.40	$1,142,299.40
Other Outgo	7000 - 7299	$3,219,923.00	$3,219,923.00	$3,219,923.00
Direct Support/Indirect Cost	7300 - 7399	$5,726,647.72	$5,349,840.43	$5,140,763.85
Debt Service	7400 - 7499	$0.00	$0.00	$0.00
Expenditures		**$203,337,411.34**	**$200,943,004.63**	**$201,318,465.76**
Excess (Deficiency) of Revenues Over Expenditures		($84,911,586.93)	($88,880,573.67)	($90,539,399.80)
Other Financing Sources/Uses				
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	$84,322,642.05	$86,333,025.93	$88,794,369.05
Other Financing Sources/Uses		**$84,322,642.05**	**$86,333,025.93**	**$88,794,369.05**
Net Increase (Decrease) in Fund Balance		($588,944.88)	($2,547,547.74)	($1,745,030.75)
Fund Balance				
Beginning Fund Balance	9791	$16,379,065.12	$15,790,120.24	$13,242,572.50
Audit Adjustments	9793	$0.00	$0.00	$0.00
Other Restatements	9795	$0.00	$0.00	$0.00
Adjusted Beginning Fund Balance	9797	$16,379,065.12	$15,790,120.24	$13,242,572.50
Ending Fund Balance	9799	$15,790,120.24	$13,242,572.50	$11,497,541.75
Components of Ending Fund Balance				
Reserved Balances	9700	$0.00	$0.00	$0.00
Fund Balance, Nonspendable				
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	$15,790,120.24	$13,242,572.50	$11,497,541.75
Committed				
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

Santa Ana Unified School District

Cash Flow 2016-17
As of April 2017

Summary

	Object	CB - Budget	Actuals July	Actuals August	Actuals September	Actuals October	Acutals November	Actuals December	Actuals January	Actuals February	Actuals March	Actuals April	Projection May	Projection June	Total	Projected Accrual	Total
Beginning Cash Balance			101,752,613	102,897,917	67,926,541	73,001,016	62,938,412	79,255,320	144,776,770	122,559,946	88,567,791	92,212,726	95,961,628	72,280,067			
Receipts																	
LCFF	8010-8019	317,510,729	17,685,154.85	33,115,992.00	31,958,063.73	31,833,278.73	31,833,279.00	32,164,964.00	31,833,279.00	8,109,957.53	24,636,059.53	24,239,478.53	25,050,611.00	25,050,611.00	317,510,729	0	317,510,729
Education Protection Account Payment		67,629,373			16,828,079			16,828,080			16,910,500			17,062,714	67,629,373	0	67,629,373
Property Tax	8020-8079	146,023,027	3,152,985	1,142,996	4,289,951	246,612	18,046,480	30,370,820	14,696,200	153,797	6,116,596	30,934,414	18,436,089	18,436,089	146,023,026	0	146,023,027
Other	8080-8099	(17,084,387)	-	(307,014)	(987,854)	(658,568)	(673,710)	(681,307)	(4,663,226)	(660,198)	(1,374,197)	(3,303,014)	(1,887,650)	(1,887,650)	(17,084,387)	0	(17,084,387)
Federal Revenues	8100-8299	56,490,848	375,869	536,301	8,062,044	(2,092,123)	5,478,929	3,004,187	922,804	182,976	5,325,290	1,348,316	16,673,128	16,673,128	56,490,848	0	56,490,848
																0	
Other State Revenues	8300-8599	94,796,670	1,402,276	3,167,515	6,844,345	5,713,555	13,891,269	5,706,195	8,452,936	2,996,271	5,606,472	6,907,955	17,053,941	17,053,941	94,796,670	0	94,796,670
	8311														-	0	-
Other Local Revenues	8600-8799	9,847,663	1,240,922	293,242	504,880	1,015,773	148,738	149,080	2,472,420	(2,444,090)	1,274,049	3,025,768	1,083,441	1,083,441	9,847,663	0	9,847,663
Interfund Transfers/Contributions	8800-8999		-		-						-	-	-	-	-	0	-
Assets (Calc)	9111-9499	35,346,336	14,841,357	2,432,233	2,130,235	5,439,521	1,074,825	6,294,893	160,473	(96,499)	3,706,677	(630,061)	(7,317)	-	35,346,336	0	35,346,336
Total Receipts		710,560,259	38,698,562	40,381,265	69,629,744	41,498,048	69,799,810	93,836,912	53,874,886	8,242,214	62,201,446	62,572,855	76,402,242	93,472,273	710,560,257	2	710,560,259
Disbursements																	
Certificated Salaries	1000-1999	278,997,172	5,924,723	22,461,171	24,367,932	24,414,030	27,227,886	752,613	47,882,016	24,886,772	24,745,663	24,413,671	25,960,348	25,960,348	278,997,172	(0)	278,997,172
Classified Salaries	2000-2999	90,141,617	40,208	4,268,771	5,765,580	7,871,098	7,986,173	8,253,042	8,011,585	7,247,836	8,504,878	8,011,503	12,090,472	12,090,472	90,141,617	(0)	90,141,617
Employee Benefits	3000-3999	145,483,827	91,698	2,205,174	15,327,630	11,258,492	11,038,536	11,014,921	11,443,164	10,944,005	15,359,885	16,815,288	19,992,518	19,992,518	145,483,827	(0)	145,483,827
Supplies and Services	4000-5999	118,756,133	5,602,074	6,441,884	5,982,642	7,819,166	6,765,105	7,026,894	7,129,980	6,075,328	6,135,928	5,401,576	27,187,778	27,187,778	118,756,133	(0)	118,756,133
Capital Outlays	6000-6999	6,630,724	(47,406)	1,263,747	484,420	87,897	332,432	63,693	1,225,961	300,690	549,730	311,765	1,028,898	1,028,898	6,630,724	0	6,630,724
Other Outgo	7000-7499	2,963,397	99,594	64,843	180,387	179,270	179,270	811,274	524,909.00	380,437	1,001,276	363,153	(410,508)	(410,508)	2,963,397	0	2,963,397
All Other Financing/Transfers Out	7600-7699	27,583,698		1,096,085	1,000,000	-	11,650	395,183	-	5,148,041	(783,367)	-	10,358,053	10,358,053	27,583,698	0	27,583,698
Liabilities (Calc)	9500-9699	76,087,584	25,836,780	37,548,106	11,449,547	(65,845)	(58,363)	-	(125,905)	(12,748,740)	3,042,517	3,456,998	3,876,245	3,876,245	76,087,584	(0)	76,087,584
Audit Adjustments	9792-9795	-	-	-	-		-	-	-	-	-	-	-	-	-	-	-
Non-Operating Accounts	9900-9999	-	5,587	2,861	(2,868)	(3,455)	213	(2,158)	-	-	-	-	-	-		-	-
Total Disbursements		746,644,152	37,553,259	75,352,841	64,555,269	51,560,652	53,482,902	28,315,462	76,091,710	42,234,369	58,555,610	58,773,953	100,083,803	100,083,803	746,644,152	(0)	746,644,152
Ending Cash Balance			102,897,917	67,926,541	73,001,016	62,938,412	79,255,320	144,776,770	122,559,946	88,567,791	92,212,726	95,961,628	72,280,067	65,668,537			
Ending Available Cash Balance																	

Santa Ana Unified School District

Cash Flow 2017-18

Summary

	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	Total	Projected Accrual	Total
Beginning Cash Balance			65,668,537	72,555,932	36,527,096	42,945,218	20,851,298	32,034,685	81,951,889	50,357,120	22,164,568	26,945,530	37,122,053	46,547,222			
Receipts																	
LCFF	8010-8019	327,693,250	16,384,662.50	16,384,662.50	29,492,392.50	29,492,392.50	29,492,392.50	29,492,392.50	29,492,392.50	29,492,392.50	29,492,392.50	29,492,392.50	29,492,392.50	29,492,392.50	327,693,250	0	327,693,250
Education Protection Account Payment		59,642,680			14,910,670			14,910,670			14,910,670			14,910,670	59,642,680	0	59,642,680
Property Tax	8020-8079	146,023,027	3,152,985	1,142,996	4,289,951	246,612	18,046,480	30,370,820	14,696,200	153,797	6,116,596	30,934,414	18,436,089	18,436,089	146,023,027	(0)	146,023,027
Other	8080-8099	(17,176,544)	-	(307,014)	(987,854)	(658,568)	(673,710)	(681,307)	(4,663,226)	(660,198)	(1,374,197)	(3,303,014)	(1,933,728)	(1,933,728)	(17,176,544)	0	(17,176,544)
Federal Revenues	8100-8299	43,047,097	375,869	536,301	8,062,044	(2,092,123)	5,478,929	3,004,187	922,804	182,976	5,325,290	1,348,316	9,951,252	9,951,252	43,047,097	0	43,047,097
																0	
Other State Revenues	8300-8599	81,750,394	1,402,276	3,167,515	6,844,345	5,713,555	13,891,269	5,706,195	8,452,936	2,996,271	5,606,472	6,907,955	10,530,803	10,530,803	81,750,394	0	81,750,394
	8311														-	0	-
Other Local Revenues	8600-8799	4,302,224	358,518.67	358,518.67	358,518.67	358,518.67	358,518.67	358,518.67	358,518.67	358,518.67	358,518.67	358,518.67	358,518.67	358,518.67	4,302,224	0	4,302,224
Interfund Transfers/Contributions	8800-8999		-		-						-	-	-	-	-	0	-
Assets (Calc)	9111-9499	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	-
Total Receipts		645,282,128	21,674,311	21,282,979	62,970,068	33,060,367	66,553,579	83,161,478	49,259,625	32,523,757	60,425,741	65,730,681	66,836,327	61,745,997	645,282,128	0	645,282,128
Disbursements																	
Certificated Salaries	1000-1999	267,550,033	5,924,723	23,665,631	23,665,631	23,665,631	23,665,631	752,613	47,882,016	23,665,631	23,665,631	23,665,631	23,665,631	23,665,631	267,550,033	0	267,550,033
Classified Salaries	2000-2999	92,234,265	40,208	8,381,278	8,381,278	8,381,278	8,381,278	8,381,278	8,381,278	8,381,278	8,381,278	8,381,278	8,381,278	8,381,278	92,234,265	(0)	92,234,265
Employee Benefits	3000-3999	155,875,160	91,698	14,162,133	14,162,133	14,162,133	14,162,133	14,162,133	14,162,133	14,162,133	14,162,133	14,162,133	14,162,133	14,162,133	155,875,160	0	155,875,160
Supplies and Services	4000-5999	104,137,178	8,678,098.17	8,678,098.17	8,678,098.17	8,678,098.17	8,678,098.17	8,678,098.17	8,678,098.17	8,678,098.17	8,678,098.17	8,678,098.17	8,678,098.17	8,678,098.17	104,137,178	-	104,137,178
Capital Outlays	6000-6999	6,712,113	(47,406)	1,263,747	484,420	87,897	332,432	63,693	1,225,961	300,690	549,730	311,765	1,069,592	1,069,592	6,712,113	0	6,712,113
Other Outgo	7000-7499	2,531,192	99,594	64,843	180,387	179,270	179,270	811,274	524,909.00	380,437	1,001,276	363,153	(626,611)	(626,611)	2,531,192	0	2,531,192
All Other Financing/Transfers Out	7600-7699	11,027,665		1,096,085	1,000,000	-	11,650	395,183	-	5,148,041	(783,367)	-	2,080,037	2,080,037	11,027,665	0	11,027,665
Liabilities (Calc)	9500-9699	-													-	-	-
Audit Adjustments	9792-9795	-	-	-	-		-	-	-	-	-	-	-	-	-	-	-
Non-Operating Accounts	9900-9999	-							-	-	-	-	-	-	-	-	-
Total Disbursements		640,067,606	14,786,916	57,311,814	56,551,947	55,154,306	55,410,492	33,244,272	60,854,395	60,716,308	55,854,760	56,562,088	57,410,158	57,410,158	640,067,606	1	640,067,606
Ending Cash Balance			72,555,932	36,527,096	42,945,218	20,851,298	32,034,685	81,951,889	50,357,120	22,164,568	26,945,530	37,122,053	46,547,222	70,883,060			
Ending Available Cash Balance																	

Santa Ana Unified School District

Cash Flow 2018-19

Summary

	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	Total	Projected Accrual	Total
Beginning Cash Balance			70,883,060	77,942,396	43,138,660	49,904,461	27,761,698	39,140,777	88,508,502	57,526,521	29,497,920	34,691,871	45,043,420	54,120,300			
Receipts																	
LCFF	8010-8019	325,240,936	16,262,046.80	16,262,046.80	29,271,684.24	29,271,684.24	29,271,684.24	29,271,684.24	29,271,684.24	29,271,684.24	29,271,684.24	29,271,684.24	29,271,684.24	29,271,684.24	325,240,936	0	325,240,936
Education Protection Account Payment		59,642,680			14,910,670			14,910,670			14,910,670			14,910,670	59,642,680	0	59,642,680
Property Tax	8020-8079	146,023,027	3,152,985	1,142,996	4,289,951	246,612	18,046,480	30,370,820	14,696,200	153,797	6,116,596	30,934,414	18,436,089	18,436,089	146,023,027	(0)	146,023,027
Other	8080-8099	(17,176,544)	-	(307,014)	(987,854)	(658,568)	(673,710)	(681,307)	(4,663,226)	(660,198)	(1,374,197)	(3,303,014)	(1,933,728)	(1,933,728)	(17,176,544)	0	(17,176,544)
Federal Revenues	8100-8299	41,741,067	375,869	536,301	8,062,044	(2,092,123)	5,478,929	3,004,187	922,804	182,976	5,325,290	1,348,316	9,298,237	9,298,237	41,741,067	0	41,741,067
Other State Revenues	8300-8599	77,889,859	1,402,276	3,167,515	6,844,345	5,713,555	13,891,269	5,706,195	8,452,936	2,996,271	5,606,472	6,907,955	8,600,535	8,600,535	77,889,859	0	77,889,859
	8311														-	0	-
Other Local Revenues	8600-8799	3,058,788	254,899	254,899	254,899	254,899	254,899	254,899	254,899	254,899	254,899	254,899	254,899	254,899	3,058,788	0	3,058,788
Interfund Transfers/Contributions	8800-8999		-		-						-	-	-	-	-	0	-
Assets (Calc)	9111-9499	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	-
Total Receipts		638,419,813	21,448,076	21,056,743	62,645,740	32,734,059	68,269,591	82,837,148	48,936,297	32,199,429	60,111,414	65,414,253	63,927,716	78,838,396	638,419,813	0	638,419,813
Disbursements																	
Certificated Salaries	1000-1999	263,262,144	5,924,723	23,189,199	23,189,199	23,189,199	23,189,199	752,613	47,882,016	23,189,199	23,189,199	23,189,199	23,189,199	23,189,199	263,262,144	0	263,262,144
Classified Salaries	2000-2999	91,804,068	40,208	8,342,169	8,342,169	8,342,169	8,342,169	8,342,169	8,342,169	8,342,169	8,342,169	8,342,169	8,342,169	8,342,169	91,804,068	(0)	91,804,068
Employee Benefits	3000-3999	164,384,051	91,698	14,935,668	14,935,668	14,935,668	14,935,668	14,935,668	14,935,668	14,935,668	14,935,668	14,935,668	14,935,668	14,935,668	164,384,051	0	164,384,051
Supplies and Services	4000-5999	96,578,075	8,048,172.92	8,048,172.92	8,048,172.92	8,048,172.92	8,048,172.92	8,048,172.92	8,048,172.92	8,048,172.92	8,048,172.92	8,048,172.92	8,048,172.92	8,048,172.92	96,578,075	-	96,578,075
Capital Outlays	6000-6999	2,212,113	184,342.75	184,342.75	184,342.75	184,342.75	184,342.75	184,342.75	184,342.75	184,342.75	184,342.75	184,342.75	184,342.75	184,342.75	2,212,113	-	2,212,113
Other Outgo	7000-7499	2,531,192	99,594	64,843	180,387	179,270	179,270	811,274	524,909.00	380,437	1,001,276	363,153	(626,611)	(626,611)	2,531,192	0	2,531,192
All Other Financing/Transfers Out	7600-7699	8,423,379		1,096,085	1,000,000	-	11,650	395,183	-	5,148,041	(783,367)	-	777,894	777,894	8,423,379	0	8,423,379
Liabilities (Calc)	9500-9699	-													-	-	-
Audit Adjustments	9792-9795	-	-	-	-		-	-	-	-	-	-	-	-	-	-	-
Non-Operating Accounts	9900-9999	-							-	-	-	-	-	-		-	-
Total Disbursements		629,195,022	14,388,739	55,860,480	56,679,939	54,878,522	54,890,472	33,469,423	79,917,278	60,228,030	54,917,482	55,062,705	54,660,636	54,660,636	629,195,021	1	629,195,022
Ending Cash Balance			77,942,396	43,138,660	49,904,461	27,761,698	39,140,777	88,508,502	57,526,521	29,497,920	34,691,871	45,043,420	54,120,300	78,107,851			
Ending Available Cash Balance																	

Santa Ana Unified School District

Cash Flow 2019-20

Summary

	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	Total	Projected Accrual	Total
Beginning Cash Balance			78,107,851	85,295,428	50,163,815	56,577,954	34,083,528	45,110,944	93,734,324	62,007,999	33,627,734	38,470,023	48,469,909	56,476,063			
Receipts																	
LCFF	8010-8019	324,646,271	16,232,313.55	16,232,313.55	29,218,164.39	29,218,164.39	29,218,164.39	29,218,164.39	29,218,164.39	29,218,164.39	29,218,164.39	29,218,164.39	29,218,164.39	29,218,164.39	324,646,271	0	324,646,271
Education Protection Account Payment		59,642,680			14,910,670			14,910,670			14,910,670			14,910,670	59,642,680	0	59,642,680
Property Tax	8020-8079	146,023,027	3,152,985	1,142,996	4,289,951	246,612	18,046,480	30,370,820	14,696,200	153,797	6,116,596	30,934,414	18,436,089	18,436,089	146,023,027	(0)	146,023,027
Other	8080-8099	(17,176,544)	-	(307,014)	(987,854)	(658,568)	(673,710)	(681,307)	(4,663,226)	(660,198)	(1,374,197)	(3,303,014)	(1,933,728)	(1,933,728)	(17,176,544)	0	(17,176,544)
Federal Revenues	8100-8299	41,741,067	375,869	536,301	8,062,044	(2,092,123)	5,478,929	3,004,187	922,804	182,976	5,325,290	1,348,316	9,298,237	9,298,237	41,741,067	0	41,741,067
																0	
Other State Revenues	8300-8599	76,571,647	1,402,276	3,167,515	6,844,345	5,713,555	13,891,269	5,706,195	8,452,936	2,996,271	5,606,472	6,907,955	7,941,429	7,941,429	76,571,647	0	76,571,647
	8311														-	0	-
Other Local Revenues	8600-8799	3,069,773	255,814.42	255,814.42	255,814.42	255,814.42	255,814.42	255,814.42	255,814.42	255,814.42	255,814.42	255,814.42	255,814.42	255,814.42	3,069,773	0	3,069,773
Interfund Transfers/Contributions	8800-8999		-	-	-						-	-	-	-	-	0	-
Assets (Calc)	9111-9499	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	-
Total Receipts		**634,517,921**	**21,419,257**	**21,027,925**	**62,593,136**	**32,883,454**	**66,216,947**	**82,794,544**	**48,882,693**	**32,149,828**	**60,058,809**	**65,381,849**	**63,216,006**	**76,126,676**	**634,517,921**	**0**	**634,517,921**
Disbursements																	
Certificated Salaries	1000-1999	259,728,007	5,924,723	22,796,517	22,796,517	22,796,517	22,796,517	752,613	47,882,016	22,796,517	22,796,517	22,796,517	22,796,517	22,796,517	259,728,007	0	259,728,007
Classified Salaries	2000-2999	91,929,201	40,208	8,353,545	8,353,545	8,353,545	8,353,545	8,353,545	8,353,545	8,353,545	8,353,545	8,353,545	8,353,545	8,353,545	91,929,201	(0)	91,929,201
Employee Benefits	3000-3999	173,595,700	91,698	15,773,091	15,773,091	15,773,091	15,773,091	15,773,091	15,773,091	15,773,091	15,773,091	15,773,091	15,773,091	15,773,091	173,595,700	0	173,595,700
Supplies and Services	4000-5999	94,693,378	7,891,114.83	7,891,114.83	7,891,114.83	7,891,114.83	7,891,114.83	7,891,114.83	7,891,114.83	7,891,114.83	7,891,114.83	7,891,114.83	7,891,114.83	7,891,114.83	94,693,378	-	94,693,378
Capital Outlays	6000-6999	2,212,113	184,342.75	184,342.75	184,342.75	184,342.75	184,342.75	184,342.75	184,342.75	184,342.75	184,342.75	184,342.75	184,342.75	184,342.75	2,212,113	-	2,212,113
Other Outgo	7000-7499	2,531,192	99,594	64,843	180,387	179,270	179,270	811,274	524,909.00	380,437	1,001,276	363,153	(626,611)	(626,611)	2,531,192	0	2,531,192
All Other Financing/Transfers Out	7600-7699	8,543,295		1,096,085	1,000,000	-	11,650	395,183	-	5,148,041	(783,367)	-	837,852	837,852	8,543,295	0	8,543,295
Liabilities (Calc)	9500-9699	-													-	-	-
Audit Adjustments	9792-9795	-	-	-	-		-	-	-	-	-	-	-	-	-	-	-
Non-Operating Accounts	9900-9999	-							-	-	-	-	-	-		-	-
Total Disbursements		**633,232,886**	**14,231,681**	**56,159,538**	**56,178,997**	**55,177,590**	**55,169,531**	**34,161,163**	**80,609,018**	**60,827,069**	**55,216,520**	**55,381,763**	**55,209,862**	**55,209,862**	**633,232,886**	**1**	**633,232,886**
Ending Cash Balance			85,295,428	50,163,815	56,577,954	34,083,528	45,110,944	93,734,324	62,007,999	33,627,734	38,470,023	48,469,909	56,476,063	79,392,887			
Ending Available Cash Balance																	

Section I - Expenditures	Funds 01, 09, and 62 Goals	Functions	Objects	2016-17 Expenditures
A. Total state, federal, and local expenditures (all resources)	All	All	1000-7999	673,434,929.93
B. Less all federal expenditures not allowed for MOE (Resources 3000-5999, except 3385)	All	All	1000-7999	55,600,275.90
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	127,225.76
2. Capital Outlay	All except 7100-7199	All except 5000-5999	6000-6999	6,630,724.18
3. Debt Service	All	9100	5400-5450, 5800, 7430-7439	257,165.00
4. Other Transfers Out	All	9200	7200-7299	81,843.00
5. Interfund Transfers Out	All	9300	7600-7629	27,583,697.91
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	1,085,685.00
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)				35,766,340.85
D. Plus additional MOE expenditures:				
1. Expenditures to cover deficits for food services (Funds 13 and 61) (If negative, then zero)	All	All	1000-7143, 7300-7439 minus 8000-8699	2,224,811.46
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)				584,293,124.64

Section II - Expenditures Per ADA		2016-17 Annual ADA/ Exps. Per ADA
A. Average Daily Attendance (Form A, Annual ADA column, sum of lines A6 and C9)		48,746.46
B. Expenditures per ADA (Line I.E divided by Line II.A)		11,986.37

Section III - MOE Calculation (For data collection only. Final determination will be done by CDE)	Total	Per ADA
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.)	548,282,523.46	10,938.08
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)	548,282,523.46	10,938.08
B. Required effort (Line A.2 times 90%)	493,454,271.11	9,844.27
C. Current year expenditures (Line I.E and Line II.B)	584,293,124.64	11,986.37
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 2018-19 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 Transfers In 5750	Direct Costs - Interfund Transfers Out 5750	Indirect Costs - Interfund Transfers In 7350	Indirect Costs - Interfund Transfers Out 7350	Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
01 GENERAL FUND								
Expenditure Detail	0.00	(52,284.09)	0.00	(2,204,649.12)				
Other Sources/Uses Detail					0.00	27,583,697.91		
Fund Reconciliation							0.00	0.00
09 CHARTER SCHOOLS SPECIAL REVENUE FUND								
Expenditure Detail	6,059.09	0.00	86,242.28	0.00				
Other Sources/Uses Detail					678,348.22	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	10,025.00	0.00	264,204.37	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
13 CAFETERIA SPECIAL REVENUE FUND								
Expenditure Detail	28,000.00	0.00	1,854,202.47	0.00				
Other Sources/Uses Detail					513,553.09	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	0.00		
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					13,703,124.00	10,000,000.00		
Fund Reconciliation							0.00	0.00
21 BUILDING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
25 CAPITAL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	538.88		
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					7,685,105.55	1,402,681.76		
Fund Reconciliation							0.00	0.00
49 CAP PROJ FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
51 BOND INTEREST AND REDEMPTION FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
52 DEBT SVC FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
53 TAX OVERRIDE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
56 DEBT SERVICE FUND								
Expenditure Detail								
Other Sources/Uses Detail					6,151,787.69	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 Transfers In 5750	Direct Costs - Interfund Transfers Out 5750	Indirect Costs - Interfund Transfers In 7350	Indirect Costs - Interfund Transfers Out 7350	Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
62 CHARTER SCHOOLS ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
63 OTHER ENTERPRISE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
66 WAREHOUSE REVOLVING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
67 SELF-INSURANCE FUND								
Expenditure Detail	8,200.00	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					10,000,000.00			
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
TOTALS	52,284.09	(52,284.09)	2,204,649.12	(2,204,649.12)	38,986,918.55	38,986,918.55	0.00	0.00

Description	Direct Costs - Interfund Transfers In 5750	Direct Costs - Interfund Transfers Out 5750	Indirect Costs - Interfund Transfers In 7350	Indirect Costs - Interfund Transfers Out 7350	Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
01 GENERAL FUND								
Expenditure Detail	0.00	(33,170.00)	0.00	(2,883,348.90)				
Other Sources/Uses Detail					0.00	11,027,664.99		
Fund Reconciliation								
09 CHARTER SCHOOLS SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	256,915.00	0.00				
Other Sources/Uses Detail					97,712.00	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	0.00	0.00	488,119.86	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
13 CAFETERIA SPECIAL REVENUE FUND								
Expenditure Detail	28,670.00	0.00	2,138,314.04	0.00				
Other Sources/Uses Detail					6,000.00	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					5,000,000.00	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	1,449,910.26		
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					1,232,437.99	1,442,656.00		
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					7,329,081.26	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								

Description	Direct Costs - Interfund Transfers In 5750	Direct Costs - Interfund Transfers Out 5750	Indirect Costs - Interfund Transfers In 7350	Indirect Costs - Interfund Transfers Out 7350	Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
62 CHARTER SCHOOLS ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
63 OTHER ENTERPRISE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
66 WAREHOUSE REVOLVING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
67 SELF-INSURANCE FUND								
Expenditure Detail	4,500.00	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								
TOTALS	33,170.00	(33,170.00)	2,883,348.90	(2,883,348.90)	13,920,231.25	13,920,231.25		

Criteria and Standards

Provide methodology and assumptions used to estimate ADA, enrollment, revenues, expenditures, reserves and fund balance, and multiyear commitments (including cost-of-living adjustments).

Deviations from the standards must be explained and may affect the approval of the budget.

CRITERIA AND STANDARDS

1. CRITERION: Average Daily Attendance

STANDARD: Funded average daily attendance (ADA) has not been overestimated in 1) the first prior fiscal year OR in 2) two or more of the previous three fiscal years by more than the following percentage levels:

Percentage Level	District ADA		
3.0%	0	to	300
2.0%	301	to	1,000
1.0%	1,001	and	over

District ADA (Form A, Estimated P-2 ADA column, lines A4 and C4): 46,946

District's ADA Standard Percentage Level: **1.0%**

1A. Calculating the District's ADA Variances

DATA ENTRY: For the Third, Second, and First Prior Years, enter Estimated Funded ADA in the Original Budget Funded ADA column; enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the Third, Second, and First Prior Years. All other data are extracted.

*Please note for FY 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 A, Lines A4 and C4)*	Estimated/Unaudited Actuals Funded ADA (Form A, Lines A4 and C4)	ADA Variance Level (If Budget is greater than Actuals, else N/A)	Status
Third Prior Year (2014-15)				
District Regular	51,769	51,743		
Charter School		4,189		
Total ADA	**51,769**	**55,932**	**N/A**	**Met**
Second Prior Year (2015-16)				
District Regular	50,969	50,947		
Charter School				
Total ADA	**50,969**	**50,947**	**0.0%**	**Met**
First Prior Year (2016-17)				
District Regular	49,864	49,928		
Charter School		0		
Total ADA	**49,864**	**49,928**	**N/A**	**Met**
Budget Year (2017-18)				
District Regular	48,383			
Charter School	0			
Total ADA	**48,383**			

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): 46,946

District's Enrollment Standard Percentage Level: **1.0%**

2A. Calculating the District's Enrollment Variances

DATA ENTRY: Enter data in the Enrollment, Budget, column for all fiscal years and in the Enrollment, CBEDS Actual column for the First Prior Year; all other data are extracted or calculated. CBEDS Actual enrollment data preloaded in the District Regular lines will include both District Regular and Charter School enrollment. Districts will need to adjust the District Regular enrollment lines and the Charter School enrollment lines accordingly. Enter district regular enrollment and charter school enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	Enrollment Budget	Enrollment CBEDS Actual	Enrollment Variance Level (If Budget is greater than Actual, else N/A)	Status
Third Prior Year (2014-15)				
District Regular	53,175	52,638		
Charter School	0	4,338		
Total Enrollment	**53,175**	**56,976**	**N/A**	**Met**
Second Prior Year (2015-16)				
District Regular	51,920	51,383		
Charter School				
Total Enrollment	**51,920**	**51,383**	**1.0%**	**Met**
First Prior Year (2016-17)				
District Regular	49,754	49,791		
Charter School				
Total Enrollment	**49,754**	**49,791**	**N/A**	**Met**
Budget Year (2017-18)				
District Regular	48,491			
Charter School				
Total Enrollment	**48,491**			

2B. Comparison of District Enrollment to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Enrollment has not been overestimated by more than the standard percentage level for the first prior year.

Explanation:
(required if NOT met)

1b. STANDARD MET - Enrollment has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:
(required if NOT met)

3. CRITERION: ADA to Enrollment

STANDARD: Projected second period (P-2) average daily attendance (ADA) to enrollment ratio for any of the budget year or two subsequent fiscal years has not increased from the historical average ratio from the three prior fiscal years by more than one half of one percent (0.5%).

3A. Calculating the District's ADA to Enrollment Standard

DATA ENTRY: All data are extracted or calculated. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	P-2 ADA Estimated/Unaudited Actuals (Form A, Lines A4 and C4)	Enrollment CBEDS Actual (Criterion 2, Item 2A)	Historical Ratio of ADA to Enrollment
Third Prior Year (2014-15)			
District Regular	51,090	52,638	
Charter School	4,189	4,338	
Total ADA/Enrollment	**55,279**	**56,976**	**97.0%**
Second Prior Year (2015-16)			
District Regular	49,886	51,383	
Charter School			
Total ADA/Enrollment	**49,886**	**51,383**	**97.1%**
First Prior Year (2016-17)			
District Regular	48,383	49,791	
Charter School	0		
Total ADA/Enrollment	**48,383**	**49,791**	**97.2%**
		Historical Average Ratio:	97.1%
		District's ADA to Enrollment Standard (historical average ratio plus 0.5%):	**97.6%**

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 (2017-18)				
District Regular	46,946	48,491		
Charter School	0			
Total ADA/Enrollment	**46,946**	**48,491**	**96.8%**	**Met**
1st Subsequent Year (2018-19)				
District Regular	45,693	47,191		
Charter School				
Total ADA/Enrollment	**45,693**	**47,191**	**96.8%**	**Met**
2nd Subsequent Year (2019-20)				
District Regular	44,440	45,891		
Charter School				
Total ADA/Enrollment	**44,440**	**45,891**	**96.8%**	**Met**

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)[1] 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[1] and its economic recovery target payment, plus or minus one percent.

[1]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? No

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 (2017-18)	1st Subsequent Year (2018-19)	2nd Subsequent Year (2019-20)
LCFF Target (Reference Only)	540,010,428.00	535,257,769.00	533,473,809.00

Step 1 - Change in Population	Prior Year (2016-17)	Budget Year (2017-18)	1st Subsequent Year (2018-19)	2nd Subsequent Year (2019-20)
a. ADA (Funded) (Form A, lines A6 and C4)	50,097.77	48,552.74	47,116.12	45,863.19
b. Prior Year ADA (Funded)		50,097.77	48,552.74	47,116.12
c. Difference (Step 1a minus Step 1b)		(1,545.03)	(1,436.62)	(1,252.93)
d. Percent Change Due to Population (Step 1c divided by Step 1b)		-3.08%	-2.96%	-2.66%

Step 2 - Change in Funding Level				
a. Prior Year LCFF Funding		518,556,369.00	519,937,205.00	517,484,891.00
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)		15,752,626.00	11,377,324.00	11,769,268.00
d. Economic Recovery Target Funding (current year increment)				
e. Total (Lines 2b2 or 2c, as applicable, plus Line 2d)		15,752,626.00	11,377,324.00	11,769,268.00
f. Percent Change Due to Funding Level (Step 2e divided by Step 2a)		3.04%	2.19%	2.27%

Step 3 - Total Change in Population and Funding Level (Step 1d plus Step 2f)	-0.04%	-0.77%	-0.39%
LCFF Revenue Standard (Step 3, plus/minus 1%):	**-1.04% to .96%**	**-1.77% to .23%**	**-1.39% to .61%**

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 (2016-17)	Budget Year (2017-18)	1st Subsequent Year (2018-19)	2nd Subsequent Year (2019-20)
Projected Local Property Taxes (Form 01, Objects 8021 - 8089)	146,023,027.00	146,023,027.00	146,023,027.00	146,023,027.00
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 (2017-18)	1st Subsequent Year (2018-19)	2nd Subsequent Year (2019-20)
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 (2016-17)	Budget Year (2017-18)	1st Subsequent Year (2018-19)	2nd Subsequent Year (2019-20)
LCFF Revenue (Fund 01, Objects 8011, 8012, 8020-8089)	531,349,560.00	533,358,957.00	531,293,996.00	531,054,742.00
District's Projected Change in LCFF Revenue:		0.38%	-0.39%	-0.05%
LCFF Revenue Standard:		**-1.04% to .96%**	**-1.77% to .23%**	**-1.39% to .61%**
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.

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) Salaries and Benefits (Form 01, Objects 1000-3999)	Total Expenditures (Form 01, Objects 1000-7499)	Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures
Third Prior Year (2014-15)	312,155,676.32	354,388,436.29	88.1%
Second Prior Year (2015-16)	348,596,374.93	412,266,794.56	84.6%
First Prior Year (2016-17)	358,695,426.67	433,702,004.94	82.7%
		Historical Average Ratio:	85.1%

	Budget Year (2017-18)	1st Subsequent Year (2018-19)	2nd Subsequent Year (2019-20)
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):	**82.1% to 88.1%**	**82.1% to 88.1%**	**82.1% to 88.1%**

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) 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)	Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures	Status
Budget Year (2017-18)	353,593,962.49	425,702,530.88	83.1%	Met
1st Subsequent Year (2018-19)	357,383,381.62	420,683,007.66	85.0%	Met
2nd Subsequent Year (2019-20)	359,896,989.06	424,250,852.97	84.8%	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 (2017-18)	1st Subsequent Year (2018-19)	2nd Subsequent Year (2019-20)
1. District's Change in Population and Funding Level (Criterion 4A1, Step 3):	-0.04%	-0.77%	-0.39%
2. District's Other Revenues and Expenditures Standard Percentage Range (Line 1, plus/minus 10%):	**-10.04% to 9.96%**	**-10.77% to 9.23%**	**-10.39% to 9.61%**
3. District's Other Revenues and Expenditures Explanation Percentage Range (Line 1, plus/minus 5%):	-5.04% to 4.96%	-5.77% to 4.23%	-5.39% to 4.61%

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
Federal Revenue (Fund 01, Objects 8100-8299) (Form MYP, Line A2)			
First Prior Year (2016-17)	56,490,847.69		
Budget Year (2017-18)	43,047,096.51	-23.80%	Yes
1st Subsequent Year (2018-19)	41,741,036.51	-3.03%	No
2nd Subsequent Year (2019-20)	41,741,036.51	0.00%	No

Explanation: (required if Yes)
The decrease in Federal revenue is mainly attributable to an assumed decrease in award of twenty two percent for Title I, II, and III. In addition, carryover has not been budgeted because amounts are not known at this time. When we end the 2016-17 fiscal year, any carryover will be adjusted in the First Interim budget report.

Other State Revenue (Fund 01, Objects 8300-8599) (Form MYP, Line A3)			
First Prior Year (2016-17)	94,796,669.88		
Budget Year (2017-18)	81,750,393.87	-13.76%	Yes
1st Subsequent Year (2018-19)	77,889,859.42	-4.72%	No
2nd Subsequent Year (2019-20)	76,571,647.47	-1.69%	No

Explanation: (required if Yes)
Exclusion of one-time mandate reimbursement of $10.8 million, prior year Special Education adjustment of -$0.3 million, budget adjustment of -$1.3 million for the Career Technical Education Incentive grant; a reduction in Lottery funding of $0.2 million; various grants adjustment of -$0.4 million.

Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYP, Line A4)			
First Prior Year (2016-17)	9,847,662.96		
Budget Year (2017-18)	4,302,224.03	-56.31%	Yes
1st Subsequent Year (2018-19)	3,058,788.03	-28.90%	Yes
2nd Subsequent Year (2019-20)	3,069,772.61	0.36%	No

Explanation: (required if Yes)
Exclusion of E-Rate and CTE revenue and a decrease in interest and other local revenues. Bechtel funding will expire in June 2018.

Books and Supplies (Fund 01, Objects 4000-4999) (Form MYP, Line B4)			
First Prior Year (2016-17)	41,334,521.89		
Budget Year (2017-18)	44,393,827.07	7.40%	Yes
1st Subsequent Year (2018-19)	36,375,780.54	-18.06%	Yes
2nd Subsequent Year (2019-20)	35,229,981.81	-3.15%	No

Explanation: (required if Yes)
The budget for the category of Books and Supplies decreased mainly on the restricted programs. This is a result of budgeting an assumed decrease in award of twenty two percent for Title I, II, and III as well as not budgeting carryover as the amounts of carryover are unknown at this time. Consequently, the expense budget is reduced as well.

Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYP, Line B5)

First Prior Year (2016-17)	77,421,610.54		
Budget Year (2017-18)	59,743,351.36	-22.83%	Yes
1st Subsequent Year (2018-19)	60,371,334.07	1.05%	No
2nd Subsequent Year (2019-20)	59,635,591.81	-1.22%	No

Explanation:
(required if Yes)

One time funds are not budgeted at this time for 2017-18. In addition, unrestricted discretionary budgets have been reduced. The Federal Title awards have assumed reductions of twenty two percent and carryover is not budgeted as the amounts of carryover are unknown at this time. Consequently, expenditure budgets in the Services and Other Operating Expenditure category have been reduced.

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
Total Federal, Other State, and Other Local Revenue (Criterion 6B)			
First Prior Year (2016-17)	161,135,180.53		
Budget Year (2017-18)	129,099,714.41	-19.88%	Not Met
1st Subsequent Year (2018-19)	122,689,683.96	-4.97%	Met
2nd Subsequent Year (2019-20)	121,382,456.59	-1.07%	Met
Total Books and Supplies, and Services and Other Operating Expenditures (Criterion 6B)			
First Prior Year (2016-17)	118,756,132.43		
Budget Year (2017-18)	104,137,178.43	-12.31%	Not Met
1st Subsequent Year (2018-19)	96,747,114.61	-7.10%	Met
2nd Subsequent Year (2019-20)	94,865,573.62	-1.94%	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)

The decrease in Federal revenue is mainly attributable to an assumed decrease in award of twenty two percent for Title I, II, and III. In addition, carryover has not been budgeted because amounts are not known at this time. When we end the 2016-17 fiscal year, any carryover will be adjusted in the First Interim budget report.

Explanation:
Other State Revenue
(linked from 6B
if NOT met)

Exclusion of one-time mandate reimbursement of $10.8 million, prior year Special Education adjustment of -$0.3 million, budget adjustment of -$1.3 million for the Career Technical Education Incentive grant; a reduction in Lottery funding of $0.2 million; various grants adjustment of -$0.4 million.

Explanation:
Other Local Revenue
(linked from 6B
if NOT met)

Exclusion of E-Rate and CTE revenue and a decrease in interest and other local revenues. Bechtel funding will expire in June 2018.

1b. STANDARD NOT MET - Projected total operating expenditures have changed by more than the standard in one or more of the budget or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating expenditures within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation:
Books and Supplies
(linked from 6B
if NOT met)

The budget for the category of Books and Supplies decreased mainly on the restricted programs. This is a result of budgeting an assumed decrease in award of twenty two percent for Title I, II, and III as well as not budgeting carryover as the amounts of carryover are unknown at this time. Consequently, the expense budget is reduced as well.

Explanation:
Services and Other Exps
(linked from 6B
if NOT met)

One time funds are not budgeted at this time for 2017-18. In addition, unrestricted discretionary budgets have been reduced. The Federal Title awards have assumed reductions of twenty two percent and carryover is not budgeted as the amounts of carryover are unknown at this time. Consequently, expenditure budgets in the Services and Other Operating Expenditure category have been reduced.

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 2017-18 to 2019-20 - 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 2017-18 to 2019-20 fiscal years, a minimum amount that is the greater of the following amounts:

A. The lesser of three percent 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; or

B. Two percent of the total general fund expenditures and other financing uses for that fiscal year.

DATA ENTRY: Click the appropriate Yes or No button for special education local plan area (SELPA) administrative units (AUs); all other data are extracted or calculated. If standard is not met, enter an X in the appropriate box and enter an explanation, if applicable.

1. a. For districts that are the AU of a SELPA, do you choose to exclude revenues that are passed through to participating members of the SELPA from the OMMA/RMA required minimum contribution calculation?

   b. Pass-through revenues and apportionments that may be excluded from the OMMA/RMA calculation per EC Section 17070.75(b)(2)(D) (Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223): 0.00

2. **Ongoing and Major Maintenance/Restricted Maintenance Account**

		3% of Total Current Year General Fund Expenditures and Other Financing Uses (Line 2c times 3%)	Amount Deposited[1] for 2014-15 Fiscal Year	Lesser of: 3% or 2014-15 amount
a. Budgeted Expenditures and Other Financing Uses (Form 01, objects 1000-7999)	640,067,607.21			
b. Plus: Pass-through Revenues and Apportionments (Line 1b, if line 1a is No)				
c. Net Budgeted Expenditures and Other Financing Uses	640,067,607.21	19,202,028.22	14,716,518.64	14,716,518.64

d. Required Minimum Contribution

2% of Total Current Year General Fund Expenditures and Other Financing Uses (Line 2c times 2%)	Required Minimum Contribution/ Greater of: Lesser of 3% or 2014-15 amount or 2%
12,801,352.14	14,716,518.64

	Budgeted Contribution [1] to the Ongoing and Major Maintenance Account	Status
e. OMMA/RMA Contribution	19,202,028.22	Met

[1] 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[1] as a percentage of total expenditures and other financing uses[2] 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 (2014-15)	Second Prior Year (2015-16)	First Prior Year (2016-17)
1. District's Available Reserve Amounts (resources 0000-1999)			
a. Reserve for Economic Uncertainties (Funds 01 and 17, Object 9789)	11,092,114.10	12,498,865.73	13,411,131.35
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)	11,092,114.10	12,498,865.73	13,411,131.35
2. Expenditures and Other Financing Uses			
a. District's Total Expenditures and Other Financing Uses (Fund 01, objects 1000-7999)	531,018,222.78	624,943,286.66	670,556,567.42
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)	531,018,222.78	624,943,286.66	670,556,567.42
3. District's Available Reserve Percentage (Line 1d divided by Line 2c)	2.1%	2.0%	2.0%
District's Deficit Spending Standard Percentage Levels (Line 3 times 1/3):	**0.7%**	**0.7%**	**0.7%**

[1]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.

[2]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 (2014-15)	15,314,049.35	362,458,325.94	N/A	Met
Second Prior Year (2015-16)	30,844,883.35	437,270,577.25	N/A	Met
First Prior Year (2016-17)	2,771,148.96	461,285,702.85	N/A	Met
Budget Year (2017-18) (Information only)	5,803,465.08	436,730,195.87		

8C. Comparison of District Deficit Spending to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Unrestricted deficit spending, if any, has not exceeded the standard percentage level in two or more of the three prior years.

Explanation:
(required if NOT met)

9. CRITERION: Fund Balance

STANDARD: Budgeted beginning unrestricted general fund balance has not been overestimated for two out of three prior fiscal years by more than the following percentage levels:

Percentage Level [1]	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

[1] 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): 47,116

District's Fund Balance Standard Percentage Level: **0.7%**

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 [2] (Form 01, Line F1e, Unrestricted Column) Original Budget	Estimated/Unaudited Actuals	Beginning Fund Balance Variance Level (If overestimated, else N/A)	Status
Third Prior Year (2014-15)	17,223,080.92	25,018,135.03	N/A	Met
Second Prior Year (2015-16)	23,489,973.33	40,332,184.38	N/A	Met
First Prior Year (2016-17)	55,104,038.43	71,177,067.73	N/A	Met
Budget Year (2017-18) (Information only)	73,948,216.69			

[2] 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[1] for any of the budget year or two subsequent fiscal years are not less than the following percentages or amounts[2] as applied to total expenditures and other financing uses[3]:

DATA ENTRY: Budget Year data are extracted. If Form MYP exists, 1st and 2nd Subsequent Year data will be extracted. If not, enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the two subsequent years.

Percentage Level	District ADA		
5% or $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

[1] 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.

[2] Dollar amounts to be adjusted annually by the prior year statutory cost-of-living adjustment (Education Code Section 42238), rounded to the nearest thousand.

[3] 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 (2017-18)	1st Subsequent Year (2018-19)	2nd Subsequent Year (2019-20)
District Estimated P-2 ADA (Budget Year, Form A, Lines A4 and C4. Subsequent Years, Form MYP, Line F2, if available.)	46,946	45,693	44,440
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? No
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 (2017-18)	1st Subsequent Year (2018-19)	2nd Subsequent Year (2019-20)
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 (2017-18)	1st Subsequent Year (2018-19)	2nd Subsequent Year (2019-20)
1. Expenditures and Other Financing Uses (Fund 01, objects 1000-7999) (Form MYP, Line B11)	640,067,607.21	630,049,391.28	634,112,613.72
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)	640,067,607.21	630,049,391.28	634,112,613.72
4. Reserve Standard Percentage Level	2%	2%	2%
5. Reserve Standard - by Percent (Line B3 times Line B4)	12,801,352.14	12,600,987.83	12,682,252.27
6. Reserve Standard - by Amount ($66,000 for districts with 0 to 1,000 ADA, else 0)	0.00	0.00	0.00
7. **District's Reserve Standard (Greater of Line B5 or Line B6)**	**12,801,352.14**	**12,600,987.83**	**12,682,252.27**

10C. Calculating the District's Budgeted Reserve Amount

DATA ENTRY: If Form MYP exists, 1st and 2nd Subsequent Year data for lines 1 through 7 will be extracted; if not, enter data for the two subsequent years.
All other data are extracted or calculated.

Reserve Amounts (Unrestricted resources 0000-1999 except Line 4):	Budget Year (2017-18)	1st Subsequent Year (2018-19)	2nd Subsequent Year (2019-20)
1. General Fund - Stabilization Arrangements (Fund 01, Object 9750) (Form MYP, Line E1a)	14,359,320.64	8,717,432.37	2,509,525.55
2. General Fund - Reserve for Economic Uncertainties (Fund 01, Object 9789) (Form MYP, Line E1b)	12,801,352.14	12,600,987.83	12,682,252.27
3. General Fund - Unassigned/Unappropriated Amount (Fund 01, Object 9790) (Form MYP, Line E1c)	0.00		
4. General Fund - Negative Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (Form MYP, Line E1d)	0.00	0.00	0.00
5. Special Reserve Fund - Stabilization Arrangements (Fund 17, Object 9750) (Form MYP, Line E2a)	0.00	0.00	0.00
6. Special Reserve Fund - Reserve for Economic Uncertainties (Fund 17, Object 9789) (Form MYP, Line E2b)	0.00	0.00	0.00
7. Special Reserve Fund - Unassigned/Unappropriated Amount (Fund 17, Object 9790) (Form MYP, Line E2c)	0.00	0.00	0.00
8. District's Budgeted Reserve Amount (Lines C1 thru C7)	27,160,672.78	21,318,420.20	15,191,777.82
9. District's Budgeted Reserve Percentage (Information only) (Line 8 divided by Section 10B, Line 3)	4.24%	3.38%	2.40%
District's Reserve Standard (Section 10B, Line 7):	**12,801,352.14**	**12,600,987.83**	**12,682,252.27**
Status:	Met	Met	Met

10D. Comparison of District Reserve Amount to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected available reserves have met the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

SUPPLEMENTAL INFORMATION

DATA ENTRY: Click the appropriate Yes or No button for items S1 through S4. Enter an explanation for each Yes answer.

S1. Contingent Liabilities

1a. Does your district have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget? No

1b. If Yes, identify the liabilities and how they may impact the budget:

S2. Use of One-time Revenues for Ongoing Expenditures

1a. Does your district have ongoing general fund expenditures in the budget in excess of one percent of the total general fund expenditures that are funded with one-time resources? No

1b. If Yes, identify the expenditures and explain how the one-time resources will be replaced to continue funding the ongoing expenditures in the following fiscal years:

S3. Use of Ongoing Revenues for One-time Expenditures

1a. Does your district have large non-recurring general fund expenditures that are funded with ongoing general fund revenues? No

1b. If Yes, identify the expenditures:

S4. Contingent Revenues

1a. Does your district have projected revenues for the budget year or either of the two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)? No

1b. If Yes, identify any of these revenues that are dedicated for ongoing expenses and explain how the revenues will be replaced or expenditures reduced:

S5. Contributions

Identify projected contributions from unrestricted resources in the general fund to restricted resources in the general fund for the budget year and two subsequent fiscal years. Provide an explanation if contributions have changed from the prior fiscal year amounts by more than $20,000 and more than ten percent. Explanation should include whether contributions are ongoing or one-time in nature.

Identify projected transfers to or from the general fund to cover operating deficits in either the general fund or any other fund for the budget year and two subsequent fiscal years. Provide an explanation if transfers have changed from the prior fiscal year amounts by more than $20,000 and more than ten percent. Explanation should include whether transfers are ongoing or one-time in nature.

Estimate the impact of any capital projects on the general fund operational budget.

District's Contributions and Transfers Standard: -10.0% to +10.0% or -$20,000 to +$20,000

S5A. Identification of the District's Projected Contributions, Transfers, and Capital Projects that may Impact the General Fund

DATA ENTRY: For Contributions, enter data in the Projection column for the 1st and 2nd Subsequent Years. Contributions for the First Prior Year and Budget Year will be extracted. For Transfers In and Transfers Out, enter data in the First Prior Year. If Form MYP exists, the data will be extracted for the Budget Year, and 1st and 2nd Subsequent Years. If Form MYP does not exist, enter data in the Budget Year, 1st and 2nd subsequent Years. Click the appropriate button for item 1d; all other data will be calculated.

Description / Fiscal Year	Projection	Amount of Change	Percent Change	Status
1a. Contributions, Unrestricted General Fund (Fund 01, Resources 0000-1999, Object 8980)				
First Prior Year (2016-17)	(77,059,925.36)			
Budget Year (2017-18)	(84,322,642.05)	7,262,716.69	9.4%	Met
1st Subsequent Year (2018-19)	(86,333,025.93)	2,010,383.88	2.4%	Met
2nd Subsequent Year (2019-20)	(88,794,369.05)	2,461,343.12	2.9%	Met
1b. Transfers In, General Fund *				
First Prior Year (2016-17)	0.00			
Budget Year (2017-18)	0.00	0.00	0.0%	Met
1st Subsequent Year (2018-19)	0.00	0.00	0.0%	Met
2nd Subsequent Year (2019-20)	0.00	0.00	0.0%	Met
1c. Transfers Out, General Fund *				
First Prior Year (2016-17)	27,583,697.91			
Budget Year (2017-18)	11,027,664.99	(16,556,032.92)	-60.0%	Not Met
1st Subsequent Year (2018-19)	8,423,378.99	(2,604,286.00)	-23.6%	Not Met
2nd Subsequent Year (2019-20)	8,543,294.99	119,916.00	1.4%	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)

Exclusion of one-time funds for outstanding mandate claims of $8.7 million to special reserve fund for postemployment benefits (Fund 20); one-time funds for kitchen/facilities projects of $5.0 million; $1.4 million transfer from the Edison CSI rebate to reserve fund for capital outlay projects; expiration of $0.4 million payment for 2002 QZAB; one-time grade level expansion allocation of $0.6 million at Advanced Learning Academy; expiration of payment to Cafeteria funds of $0.5 million. Exclusion of one-time general fund contribution of $2.0 million to Fund 20 & an adjustment to 2007 COPS in 2018-19.

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[1] 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.

[1] 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) — Yes

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: Funding Sources (Revenues)	Debt Service (Expenditures)	Principal Balance as of July 1, 2017
Capital Leases				
Certificates of Participation	20	Fund 56	Fund 56	74,254,872
General Obligation Bonds	30	Fund 51	Fund 51	314,737,600
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences	ongoing	General Fund	General Fund	1,427,201
Other Long-term Commitments (do not include OPEB):				
CTE Facilities	3	General Fund	General Fund	810,264
2005 QZAB	4	General Fund/Fund 56	General Fund/Fund 56	4,500,000
2002 QZAB	0			0
TOTAL:				395,729,937

Type of Commitment (continued)	Prior Year (2016-17) Annual Payment (P & I)	Budget Year (2017-18) Annual Payment (P & I)	1st Subsequent Year (2018-19) Annual Payment (P & I)	2nd Subsequent Year (2019-20) Annual Payment (P & I)
Capital Leases				
Certificates of Participation	6,895,139	6,949,614	6,236,495	3,895,914
General Obligation Bonds	10,175,000	10,835,000	11,650,000	12,385,000
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				
Other Long-term Commitments (continued):				
CTE Facilities	251,524	251,524	153,608	153,608
2005 QZAB	230,810	230,810	230,810	230,810
2002 QZAB	395,183	0	0	0
Total Annual Payments:	17,947,656	18,266,948	18,270,913	16,665,332
Has total annual payment increased over prior year (2016-17)?		**Yes**	**Yes**	**No**

S6B. Comparison of the District's Annual Payments to Prior Year Annual Payment

DATA ENTRY: Enter an explanation if Yes.

1a. Yes - Annual payments for long-term commitments have increased in one or more of the budget or two subsequent fiscal years. Explain how the increase in annual payments will be funded.

Explanation:
(required if Yes to increase in total annual payments)

Payments in long term debt are scheduled to increase due to Certificates of Participation and General Obligation Bond payment schedules.

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) — Yes

2. For the district's OPEB:
   a. Are they lifetime benefits? — No
   b. Do benefits continue past age 65? — Yes
   c. Describe any other characteristics of the district's OPEB program including eligibility criteria and amounts, if any, that retirees are required to contribute toward their own benefits:

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 depend upon years of service with SAUSD and age. 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 the lowest HMO for all tiers.

3. a. Are OPEB financed on a pay-as-you-go, actuarial cost, or other method? — Pay-as-you-go

   b. Indicate any accumulated amounts earmarked for OPEB in a self-insurance or governmental fund

Self-Insurance Fund	Governmental Fund
10,141,569	0

4. OPEB Liabilities

a. OPEB actuarial accrued liability (AAL)	203,404,045.00
b. OPEB unfunded actuarial accrued liability (UAAL)	115,634,651.00
c. Are AAL and UAAL based on the district's estimate or an actuarial valuation?	Actuarial
d. If based on an actuarial valuation, indicate the date of the OPEB valuation	Sept 1, 2016

5. OPEB Contributions

	Budget Year (2017-18)	1st Subsequent Year (2018-19)	2nd Subsequent Year (2019-20)
a. OPEB annual required contribution (ARC) per actuarial valuation or Alternative Measurement Method	17,400,545.00	17,400,545.00	17,400,545.00
b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund) (funds 01-70, objects 3701-3752)	20,283,138.16	20,155,701.00	20,054,880.00
c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)	10,309,952.00	10,309,952.00	10,309,952.00
d. Number of retirees receiving OPEB benefits	767	767	767

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 worker's compensation. The District is funding at a 70% confidence level. The District obtains an actuarial study report anually.

3. Self-Insurance Liabilities

a. Accrued liability for self-insurance programs	13,632,622.00
b. Unfunded liability for self-insurance programs	0.00

4. Self-Insurance Contributions

	Budget Year (2017-18)	1st Subsequent Year (2018-19)	2nd Subsequent Year (2019-20)
a. Required contribution (funding) for self-insurance programs	5,651,500.00	5,651,500.00	5,651,500.00
b. Amount contributed (funded) for self-insurance programs	5,621,823.00	5,560,752.00	5,509,843.00

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) (2016-17)	Budget Year (2017-18)	1st Subsequent Year (2018-19)	2nd Subsequent Year (2019-20)
Number of certificated (non-management) full-time-equivalent (FTE) positions	2,554.5	2,436.9	2,393.9	2,350.9

Certificated (Non-management) Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year? No

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 6 and 7.

Negotiations for 2017-18 have not been settled with the teachers' union, SAEA.

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 (2017-18)	1st Subsequent Year (2018-19)	2nd Subsequent Year (2019-20)
Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?			
One Year Agreement			
Total cost of salary settlement			
% change in salary schedule from prior year			
or			
Multiyear Agreement			
Total cost of salary settlement			
% change in salary schedule from prior year (may enter text, such as "Reopener")			

Identify the source of funding that will be used to support multiyear salary commitments:

Negotiations Not Settled

6.	Cost of a one percent increase in salary and statutory benefits	2,865,278

		Budget Year (2017-18)	1st Subsequent Year (2018-19)	2nd Subsequent Year (2019-20)
7.	Amount included for any tentative salary schedule increases	0	0	0

Certificated (Non-management) Health and Welfare (H&W) Benefits

		Budget Year (2017-18)	1st Subsequent Year (2018-19)	2nd Subsequent Year (2019-20)
1.	Are costs of H&W benefit changes included in the budget and MYPs?	Yes	Yes	Yes
2.	Total cost of H&W benefits	31,291,795	32,757,435	34,406,552
3.	Percent of H&W cost paid by employer	89.0%	89.0%	89.0%
4.	Percent projected change in H&W cost over prior year	6.0%	6.0%	6.0%

Certificated (Non-management) Prior Year Settlements

Are any new costs from prior year settlements included in the budget? No

If Yes, amount of new costs included in the budget and MYPs

If Yes, explain the nature of the new costs:

Certificated (Non-management) Step and Column Adjustments

		Budget Year (2017-18)	1st Subsequent Year (2018-19)	2nd Subsequent Year (2019-20)
1.	Are step & column adjustments included in the budget and MYPs?	Yes	Yes	Yes
2.	Cost of step & column adjustments	2,148,958	2,148,958	2,148,958
3.	Percent change in step & column over prior year	0.8%	0.8%	0.8%

Certificated (Non-management) Attrition (layoffs and retirements)

		Budget Year (2017-18)	1st Subsequent Year (2018-19)	2nd Subsequent Year (2019-20)
1.	Are savings from attrition included in the budget and MYPs?	No	No	No
2.	Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?	No	No	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) (2016-17)	Budget Year (2017-18)	1st Subsequent Year (2018-19)	2nd Subsequent Year (2019-20)
Number of classified (non-management) FTE positions	1,626.7	1,605.1	1,605.1	1,605.1

Classified (Non-management) Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year? No

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 6 and 7.

Negotiations for CSEA have not been settled for 2017-18; however, they have been 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 (2017-18)	1st Subsequent Year (2018-19)	2nd Subsequent Year (2019-20)
Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?			
One Year Agreement			
Total cost of salary settlement			
% change in salary schedule from prior year			
or			
Multiyear Agreement			
Total cost of salary settlement			
% change in salary schedule from prior year (may enter text, such as "Reopener")			

Identify the source of funding that will be used to support multiyear salary commitments:

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits 1,127,387

	Budget Year (2017-18)	1st Subsequent Year (2018-19)	2nd Subsequent Year (2019-20)
7. Amount included for any tentative salary schedule increases	0	0	0

Classified (Non-management) Health and Welfare (H&W) Benefits

	Budget Year (2017-18)	1st Subsequent Year (2018-19)	2nd Subsequent Year (2019-20)
1. Are costs of H&W benefit changes included in the budget and MYPs?	Yes	Yes	Yes
2. Total cost of H&W benefits	20,679,533	21,648,118	22,737,955
3. Percent of H&W cost paid by employer	80.0%	80.0%	80.0%
4. Percent projected change in H&W cost over prior year	6.0%	6.0%	6.0%

Classified (Non-management) Prior Year Settlements

Are any new costs from prior year settlements included in the budget? No

If Yes, amount of new costs included in the budget and MYPs

If Yes, explain the nature of the new costs:

Per the 2016-17 agreement with CSEA, a one percent increase has been budgeted.

Classified (Non-management) Step and Column Adjustments

	Budget Year (2017-18)	1st Subsequent Year (2018-19)	2nd Subsequent Year (2019-20)
1. Are step & column adjustments included in the budget and MYPs?	Yes	Yes	Yes
2. Cost of step & column adjustments	278,378	278,378	278,378
3. Percent change in step & column over prior year	0.3%	0.3%	0.3%

Classified (Non-management) Attrition (layoffs and retirements)

	Budget Year (2017-18)	1st Subsequent Year (2018-19)	2nd Subsequent Year (2019-20)
1. Are savings from attrition included in the budget and MYPs?	No	No	No
2. Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?	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) (2016-17)	Budget Year (2017-18)	1st Subsequent Year (2018-19)	2nd Subsequent Year (2019-20)
Number of management, supervisor, and confidential FTE positions	190.9	198.2	198.2	198.2

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 for Certificated management and Classified management have not been settled.

If n/a, skip the remainder of Section S8C.

Negotiations Settled

2. Salary settlement:

	Budget Year (2017-18)	1st Subsequent Year (2018-19)	2nd Subsequent Year (2019-20)
Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?			
Total cost of salary settlement			
% change in salary schedule from prior year (may enter text, such as "Reopener")			

Negotiations Not Settled

3. Cost of a one percent increase in salary and statutory benefits: 337,929

	Budget Year (2017-18)	1st Subsequent Year (2018-19)	2nd Subsequent Year (2019-20)
4. Amount included for any tentative salary schedule increases	0	0	0

Management/Supervisor/Confidential
Health and Welfare (H&W) Benefits

	Budget Year (2017-18)	1st Subsequent Year (2018-19)	2nd Subsequent Year (2019-20)
1. Are costs of H&W benefit changes included in the budget and MYPs?	Yes	Yes	Yes
2. Total cost of H&W benefits	2,522,698	2,674,060	2,834,504
3. Percent of H&W cost paid by employer	89.0%	89.0%	89.0%
4. Percent projected change in H&W cost over prior year	6.0%	6.0%	6.0%

Management/Supervisor/Confidential
Step and Column Adjustments

	Budget Year (2017-18)	1st Subsequent Year (2018-19)	2nd Subsequent Year (2019-20)
1. Are step & column adjustments included in the budget and MYPs?	Yes	Yes	Yes
2. Cost of step and column adjustments	253,447	253,447	253,447
3. Percent change in step & column over prior year	0.8%	0.8%	0.8%

Management/Supervisor/Confidential
Other Benefits (mileage, bonuses, etc.)

	Budget Year (2017-18)	1st Subsequent Year (2018-19)	2nd Subsequent Year (2019-20)
1. Are costs of other benefits included in the budget and MYPs?	No	No	No
2. Total cost of other benefits			
3. 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?	Yes
2. Approval date for adoption of the LCAP or approval of an update to the LCAP.	Jun 27, 2017

S10. LCAP Expenditures

Confirm that the school district's budget includes the expenditures necessary to implement the LCAP or annual update to the LCAP.

DATA ENTRY: Click the appropriate Yes or No button.

Does the school district's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template, Section 3: Actions, Services and Expenditures?	Yes

ADDITIONAL FISCAL INDICATORS

The following fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicator does not necessarily suggest a cause for concern, but may alert the reviewing agency to the need for additional review.

DATA ENTRY: Click the appropriate Yes or No button for items A1 through A9 except item A3, which is automatically completed based on data in Criterion 2.

A1.	Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?	No
A2.	Is the system of personnel position control independent from the payroll system?	Yes
A3.	Is enrollment decreasing in both the prior fiscal year and budget year? (Data from the enrollment budget column and actual column of Criterion 2A are used to determine Yes or No)	Yes
A4.	Are new charter schools operating in district boundaries that impact the district's enrollment, either in the prior fiscal year or budget year?	No
A5.	Has the district entered into a bargaining agreement where any of the budget or subsequent years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	No
A6.	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?	No
A7.	Is the district's financial system independent of the county office system?	Yes
A8.	Does the district have any reports that indicate fiscal distress pursuant to Education Code Section 42127.6(a)? (If Yes, provide copies to the county office of education)	No
A9.	Have there been personnel changes in the superintendent or chief business official positions within the last 12 months?	Yes

When providing comments for additional fiscal indicators, please include the item number applicable to each comment.

Comments:
(optional)

A2. The District's Human Resources and Position Control modules are interfaced with the County's payroll system. A3. The District is projecting a loss of 1,300 students in 2017-18. A7. While our financial system is independent, the District anty office work closely to ensure that our records are in sync. A9. Our Superintendent and Deputy Superintendent, Administrative Services began on August 1, 2016 and November 28, 2016, respectively.

End of School District Budget Criteria and Standards Review

Appendix

Annual Budget Plan
Fiscal Year 2017–18

The Annual Budget Plan shall identify expected expenditures for all items required by this part as listed below. The Standardized Account Code Structure (SACS) codes provide source information from the local educational agency (LEA) reporting.

	Reference/Label	Instructions	Estimated Totals
A	Funds received in accordance with Chapter 7.2 (commencing with California *Education Code* [*EC*] Section 56836) (Special Education Program Funding)	SACS Resource Code 6500 (State), 3300–3499 (Federal) 6512–6535 (General Fund)	$44,503,224
B	Administrative costs of the plan	SACS Goal Code 5001 Function 2100	$3,073,816
C	Special Education services to pupils with: (1) **severe disabilities**, and (2) **low-incidence disabilities**	SACS Goal Code 5710	$791,900
		SACS Goal Code 5730	$10,680,389
		SACS Goal Code 5750	$37,326,525
D	Special education services to pupils with **non-severe disabilities**	SACS Goal Code 5770	$58,846,379
E	Supplemental aids and services to meet the individual needs of pupils placed **in regular education classrooms** and environments	Any SACS Goal Code with SACS Function Code 1130[1]	$3,623,809
F	Regionalized operations and services, and direct instructional support **by program specialists** in accordance with Article 6 (commencing with Section 56836.23) of Chapter 7.2 (SELPA Program Specialists Funding)	SACS Goal Code 5050	0.00
		SACS Goal Code 5060	$1,945,528
G	The use of **property taxes** allocated to the special education local plan area pursuant to *EC* Section 2572	Statement is included in Local Plan	

[1] Function Activity Classification can be found http://www.cde.ca.gov/be/ag/ag/yr08/mar08item24a6.doc

For California Department of Education Use Only

Received by the State Superintendent of Public Instruction: Date: _____ By: _____

Santa Ana Unified School District

1601 East Chestnut Avenue
Santa Ana, CA 92701-6322
714.558.5501

Produced by the SAUSD Publications Dept.

AGENDA ITEM BACKUP SHEET
June 27, 2017

Board Meeting

TITLE: **Adoption of High School Advanced Placement European History Textbook**

ITEM: **Action**
SUBMITTED BY: **Alfonso Jimenez, Ed.D., Assistant Superintendent, K-12 Teaching and Learning**
PREPARED BY: **Edward Winchester, Executive Director, Educational Services**

BACKGROUND INFORMATION:

ITEM SUMMARY:

- 28-day review approved at the May 23, 2017 Board meeting.
- Adoption in accordance to BP 6161.1.
- Godinez Fundamental High School

The purpose of this agenda item is to seek Board adoption of the High School Advanced Placement (AP) European History textbook in accordance with Board Policy (BP) 6161.1- Selection and Evaluation of Instructional Materials. The adoption process began Fall 2016. The AP European History teachers from the comprehensive high school, Godinez Fundamental High, that currently offers the course, participated in the process. The textbook for AP European History, *Western Civilization* by Jackon J. Spielvogel, 10th Edition, 2018, with National Geographic Learning/Cengage Learning, has gone through the selection process and is ready for adoption. At its May 23, 2017 meeting, the Board approved a 28-day review of the AP European History textbook.

RATIONALE:

The AP European course requires a new textbook because the course has gone through a major College Board AP course revision implemented in Fall 2015. The College Board must approve a syllabus for each AP teacher in order for the course to be called Advanced Placement and a requirement of an approved syllabus is an appropriate textbook, reflecting the new course requirements. The copyright of the current textbook is 2006.

LCAP Goal 1.6: "Provide equity of access to AP courses and implement the IB program."

FUNDING:

Advanced Placement: $35,435.40

RECOMMENDATION:

Adopt the high school Advanced Placement European History textbook.

AJ:EW:mo

TEXTBOOK RECOMMENDED FOR ADOPTION
BOARD MEETING: June 27, 2017

DEPT/COURSE	RECOMMENDED TEXTBOOKS	TYPE OF ADOPTION
	High School History/Social Science	
AP European History	Spielvogel, Jackson J. *Western Civilization: Since 1300* 9th Edition–Updated AP Edition M.A.: Cengage Learning ISBN-13: 978-1-337-46692-9 ISBN: 1337466921	

Santa Ana Unified School District

Book 28-Day Review

Title: *Western Civilization Since 1300, (Updated AP Edition) 9th Ed.* By Jackson J. Spielvogel Copyright 2015 **Publisher:** Cengage Learning

This book is being recommended for use in the AP European History class for high school students. As a core text for the AP European History class, this book relates in depth account and analysis of critical events in European history and primary accounts using photographs, poems, letters and work songs, this book covers the history of Europe from 1300 to the western culture today.

Notes/Comments/Feedback:

Recommend Adopt _____ Recommend Do Not Adopt _____

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

Contact Information (Optional):

Name: Roselinn Lee

Phone: 714-558-5529 Email: Roselinn.lee@sausd.us

AGENDA ITEM BACKUP SHEET
June 27, 2017

Board Meeting

TITLE: **Adoption of High School Advanced Placement U.S. History Textbook**

ITEM: **Action**
SUBMITTED BY: **Alfonso Jimenez, Ed.D., Assistant Superintendent, K-12 Teaching and Learning**
PREPARED BY: **Edward Winchester, Executive Director, Educational Services**

BACKGROUND INFORMATION:

ITEM SUMMARY:

- 28-day review approved at the May 23, 2017 Board meeting.
- Adoption in accordance to BP 6161.1.
- All 6 Comprehensive High Schools

The purpose of this agenda item is to seek Board adoption of the High School Advanced Placement (AP) U.S. History textbook in accordance with Board Policy (BP) 6161.1 – Selection and Evaluation of Instructional Materials. The adoption process began Fall 2016. The AP U.S. History teachers from all of the comprehensive high schools participated in the process. The textbook for AP U.S. History, *American History* by Alan Brinkley, 15th Edition, 2017, with McGraw Hill Education, has gone through the selection process and is ready for adoption. At its May 23, 2017 meeting, the Board approved a 28-day review of the AP U.S. History textbook.

RATIONALE:

The AP U.S. History course requires a new textbook because the course has gone through a major College Board AP course revision implemented in Fall 2014. The College Board must approve a syllabus for each AP teacher in order for the course to be called Advanced Placement and a requirement of an approved syllabus is an appropriate textbook, reflecting the new course requirements. The copyright of the current AP U.S. History Textbook is 2006.

LCAP Goal 1.6: "Provide equity of access to AP courses and implement the IB program."

FUNDING:

Advanced Placement: $146,724.10

RECOMMENDATION:

Adopt the high school Advanced Placement U.S. History textbook.

AJ:EW:mo

TEXTBOOK RECOMMENDED FOR ADOPTION
BOARD MEETING: June 27, 2017

DEPT/COURSE	RECOMMENDED TEXTBOOKS	TYPE OF ADOPTION
	High School History/Social Science	
AP U.S. History	Brinkley, Alan *American History: Connecting with the Past* 15th Edition–AP Edition Updated N.Y.: McGraw Hill Education ISBN: 978-0-07-674621-7	

Santa Ana Unified School District

Book 28-Day Review

Title: *American History: Connecting with the Past (Updated) 15th Ed.* By Alan Brinkley Copyright 2015 **Publisher**: McGraw Hill Education

This book is being recommended for use in the AP U.S. History class for high school students. As a core text for the AP U.S. History class, this book relates in depth account and analysis of critical events in history and primary accounts using photographs, poems, letters and work songs, this book covers the history of America from colonialism to the Obama Presidency.

Notes/Comments/Feedback:

Recommend Adopt _____ Recommend Do Not Adopt _____

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

Contact Information (Optional):

Name: Roselinn Lee

Phone: 714-558-5529 Email: Roselinn.lee@sausd.us

AGENDA ITEM BACKUP SHEET
June 27, 2017

Board Meeting

TITLE: **Adoption of High School Advanced Placement World History Textbook**

ITEM: **Action**
SUBMITTED BY: **Alfonso Jimenez, Ed.D., Assistant Superintendent, K-12 Teaching and Learning**
PREPARED BY: **Edward Winchester, Executive Director, Educational Services**

BACKGROUND INFORMATION:

ITEM SUMMARY:

- 28-day review approved at the May 23, 2017 Board meeting.
- Adoption in accordance to BP 6161.1.
- High Schools: Century, Saddleback, Santa Ana, Segerstrom and Valley.

The purpose of this agenda item is to seek Board adoption of the High School Advanced Placement (AP) World History textbook in accordance with Board Policy (BP) 6161.1 – Selection and Evaluation of Instructional Materials. The adoption process began Fall 2016. The AP World History teachers from all of the comprehensive high schools participated in the process. The textbook for AP World History, *Voyages in World History*, by Valerie Hansen and Kenneth R. Curtis, 3rd Edition, 2016, with National Geographic Learning/Cengage Learning, has gone through the selection process and is ready for adoption. At its May 23, 2017 meeting, the Board approved a 28-day review of the AP World History textbook.

RATIONALE:

The AP World History course requires a new textbook because the course has gone through a major College Board AP course revision first implemented in Fall 2016. The College Board must approve a syllabus for each AP teacher in order for the course to be called Advanced Placement and a requirement of an approved syllabus is an appropriate textbook, reflecting the new course requirements. The copyright for the current AP World History textbook is 2006.

LCAP Goal 1.6: "Provide equity of access to AP courses and implement the IB program."

FUNDING:

Advanced Placement: $117,598.80

RECOMMENDATION:

Adopt the High School Advanced Placement World History textbook.

AJ:EW:mo

TEXTBOOK RECOMMENDED FOR ADOPTION
BOARD MEETING: June 27, 2017

DEPT/COURSE	RECOMMENDED TEXTBOOKS	TYPE OF ADOPTION
	High School History/Social Science	
AP World History	Hansen, Valerie and Kenneth R. Curtis *Voyages in World History* 3rd Edition–AP Edition M.A.: Cengage Learning ISBN: 978-1-305-899407 ISBN: 1305899407	

Santa Ana Unified School District

Book 28-Day Review

Title: *Voyages in World History, 3rd Ed.* By Valerie Hansen and Kenneth R. Curtis Copyright 2017 **Publisher:** Cengage Learning

This book is being recommended for use in the AP World History class for high school students. As a core text for the AP World History class, this book relates in depth account and analysis of critical events in world history filled with primary accounts using photographs, poems, letters, maps, graphs and songs, this book covers the history of the world from 4000 BCE to the 21st Century.

Notes/Comments/Feedback:

Recommend Adopt _____ Recommend Do Not Adopt _____

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

Contact Information (Optional):

Name: Roselinn Lee

Phone: 714-558-5529 Email: Roselinn.lee@sausd.us

AGENDA ITEM BACKUP SHEET
June 27, 2017

Board Meeting

TITLE: **Adoption of Signing Naturally Level 2 Textbook**

ITEM: **Action**
SUBMITTED BY: **Alfonso Jimenez, Ed.D., Assistant Superintendent, K-12 Teaching and Learning**
PREPARED BY: **Nuria Solís, Director, English Learner Programs and Student Achievement**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board adoption of the Signing Naturally Level 2 textbook in accordance with Board Policy (BP) 6161.1 – Selection and Evaluation of Instructional Materials. At its May 23, 2017 meeting, the Board approved a 28-day review of the Signing Naturally Level 2 textbook.

ITEM SUMMARY:

- 28-day review approved at the May 23, 2017 Board meeting.
- Signing Naturally Level 2 textbook
- In accordance with BP 6161.1 – Selection and Evaluation of Instructional Materials.

RATIONALE:

The purpose of American Sign Language year 2 is to build upon the basic understanding of the language and cultural norms of the American Deaf population established during year 1 of the continuum and begin to incorporate more real-life applications of the language with real opportunities to communicate comfortably in a wide variety of situations. The specific goals and skills to be learned and developed are:

1. Function successfully in Deaf culture.
2. Advance in both receptive and expressive skills.
3. Advance in understanding American Sign Language grammar and syntax.
4. Acquire a greater vocabulary and develop a fluid delivery style.
5. Advanced skills in writing and reading the coded form (gloss) of ASL.
6. Explore opportunities for advanced training, both educational and employment, in American Sign Language.

This new Sign Language Course ASL 2 will increase opportunities for high school students to meet A_G and the Seal of Biliteracy requirements upon graduation.

LCAP Goal 1.1.: "Provide equitable access to rigorous, standards-based instructional programs that includes, but is not limited to, high quality instruction, instructional materials, academic support and technology-based reources."

This new Sign Language Course ASL 2 will increase opportunities for high school students to meet A- G and the Seal of Biliteracy requirements upon graduation.

FUNDING:

Lottery Instructional Materials: $4,727.53

RECOMMENDATION:

Adopt the Signing Naturally Level 2 textbook.

AJ:NS:mo

TEXTBOOK RECOMMENDED FOR ADOPTION
BOARD MEETING: June 27, 2017

DEPT/COURSE	RECOMMENDED TEXTBOOKS	TYPE OF ADOPTION
American Sign Language 2 for High School Students	**Signing Naturally student textbook / workbook,** Level 2: Units 7-12 Authors: Ella Mae Lentz, Ken Mikos, & Cheri Smith Dawn Sign Press 6130 Nancy Ridge Drive San Diego, CA 92121-3223 ISBN: 9781581212181 ISBN: 9781581212211	Basic

Santa Ana Unified School District

Instructional Materials 28-Day Review

Textbook Name: Signing Naturally Level 2 Textbook **Publisher**: DawnSignPress

These instructional materials are being recommended for use in High School for American Sign Language year 2 instruction. These materials have undergone extensive review and critique by a committee of teachers, administrators, and parents. Please feel free to review the instructional materials and offer and comments or feedback.

Notes/Comments/Feedback:

Recommend Adopt _____ Recommend Do Not Adopt _____

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

Contact Information (Optional):

Name: Maria Garcia

Email: Maria.Garcia2@sausd.us

AGENDA ITEM BACKUP SHEET
June 27, 2017

Board Meeting

TITLE: **Adoption of iLit-45 and iLit-ELL by Pearson for Intermediate Supplemental English Language Development and Intensive Intervention Programs**

ITEM: **Action**
SUBMITTED BY: **Alfonso Jimenez, Ed.D., Assistant Superintendent, K-12 Teaching and Learning**
PREPARED BY: **Nuria Solis, Director EL Programs and Student Achievement**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board adoption of the iLit-45 and iLit-ELL by Pearson for the Intermediate Supplemental English Language Development (ELD) and Intensive Intervention programs. At its May 23, 2017 meeting, the Board approved a 28-day review of the iLit-45 and iLit-ELL by Pearson for the Intermediate Supplemental English Language Development and Intervention programs.

ITEM SUMMARY:

- 28-day review approved at the May 23, 2017 Board meeting.
- Pearson iLit-45 and iLit-ELL curriculum for intensive intervention and specialized ELD students.
- Grades: 6th – 12th

RATIONALE:

A committee of teachers and district office curriculum and program specialists recommends the intensive intervention and specialized ELD materials, iLit by Pearson for adoption after a detailed review and evaluation process.

The current materials used in Santa Ana Unified School district were aligned with the previous state standards for ELA/ELD; these outdated materials are not aligned with the new California State Standards in ELA/ELD in content and pedagogy. The recommended instructional materials, iLit-45 and iLit-ELL, are aligned to the CCSS and the California ELD Framework, the instructional shifts detailed therein, and the pedagogical principles and classroom constructs detailed in the SAUSD Framework for Teaching and Learning.

The adoption process began in the winter of 2017. A committee of intermediate and high school teachers from across the district along with curriculum specialists participated in extensive review of two intensive interventions and two specialized ELD instructional programs. An initial meeting was conducted made up of curriculum and program specialists to determine the two curriculum from each program to pilot. The committee then administered two pilots and completed a Teacher Evaluation Rubric on their findings. The curriculum and program specialists convened to

determine based on the teacher rubrics and student surveys, which program would be most beneficial for the secondary students.

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."

LCAP Goal 2.3: "Increase resources to schools to support extracurricular programs for students, instructional materials, and other programs and supplies to enhance student outcomes."

FUNDING:

Unrestricted Instructional Materials: $400,000

RECOMMENDATION:

Adopt the iLit-45 and iLit-ELL by Pearson for the Intermediate English Language Development and Intensive Intervention programs.

AJ:NS:mo

TEXTBOOK RECOMMENDED FOR ADOPTION
BOARD MEETING: June 27, 2017

DEPT/COURSE	RECOMMENDED TEXTBOOKS	TYPE OF ADOPTION
Intermediate Supplemental English Language Development and Intensive Intervention Program	iLit-45 Literacy and ELL Solutions Authors: Elfrieda H. Hiebert, Sharroky Hollie, Jim Cummins, Ph.D., Roger Bonair-Agard, Kelly Gallagher, William G. Brozo, Sharon Vaughn Pearson Education Inc. 2190 S. Towne Centre Pl #300 Anaheim, CA 92806 ISBN#9780133295153	Basic

Santa Ana Unified School District

Instructional Materials 28-Day Review

Textbook Name: iLit-45 Literacy and ELL Solutions
Levels A-H (Grades 4-12)

Publisher: Pearson Education Inc.

These instructional materials are being recommended for the 6th grade through 12th grade as supplemental curriculum for intensive reading intervention and specialized ELD Classrooms. These materials have undergone and extensive review and critique by a committee of teachers, administrators, and District office. Please feel free to review the instructional materials and offer comments or feedback.

Notes/Comments/Feedback:

Recommend Adopt _____ Recommend Do Not Adopt _____

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

Contact Information (Optional):

Name: Laura Roberts Wilson

Email: laura.robertswilson@sausd.us

AGENDA ITEM BACKUP SHEET
June 27, 2017

Board Meeting

TITLE: **Adoption of Resolution No. 17/18-3196 Authorization of California State Preschool Contract CSPP-7357 for 2017-18 Program Year**

ITEM: **Action**
SUBMITTED BY: **Alfonso Jimenez, Ed.D., Assistant Superintendent, K-12 Teaching and Learning**
PREPARED BY: **Keely Orlando, Coordinator, Early Childhood Education**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board adoption of Resolution No. 17/18-3196 to authorize the California State Preschool Contract CSPP-7357 for the 2017-18 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 California State Preschool Contract CSPP-7357 provides $5,733,733 in funding for the 2017-18 program year for 1,310 students in 28 Early Childhood Education classrooms at the following sites:

Warwick Square site and Carver, Davis, Diamond, Esqueda, Franklin, Fremont, Garfield, Heninger, Jefferson, King, Lincoln, Lowell, Madison, Martin, Monroe, Pio Pico, Walker, Washington, Wilson elementary schools.

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

FUNDING:

Revenue: $5,733,733
California Department of Education
Early Education and Support Division

RECOMMENDATION:

Adopt Resolution No. 17/18-3196 to authorize the California State Preschool Contract CSPP-7357 for the 2017-18 program year.

AJ:KO:mo

CALIFORNIA DEPARTMENT OF EDUCATION
1430 N Street
Sacramento, CA 95814-5901

F.Y. 17 - 18

DATE: July 01, 2017

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACT NUMBER: CSPP-7357
PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM
PROJECT NUMBER: 30-6667-00-7

CONTRACTOR'S NAME: SANTA ANA UNIFIED SCHOOL DISTRICT

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

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

The period of performance for this Agreement is July 01, 2017 through June 30, 2018. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed $40.45 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of $5,733,733.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement	141,749.0
Minimum Days of Operation (MDO) Requirement	246

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

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. These documents can be viewed at http://www.cde.ca.gov/fg/aa/cd/ftc2017.asp.

STATE OF CALIFORNIA	CONTRACTOR
BY (AUTHORIZED SIGNATURE)	BY (AUTHORIZED SIGNATURE)
PRINTED NAME OF PERSON SIGNING VALARIE BLISS,	PRINTED NAME AND TITLE OF PERSON SIGNING
TITLE CONTRACT MANAGER	ADDRESS

AMOUNT ENCUMBERED BY THIS DOCUMENT $ 5,733,733	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT $ 0	(OPTIONAL USE) 0656 23038-6667				
	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2017	FISCAL YEAR 2017-2018	
TOTAL AMOUNT ENCUMBERED TO DATE $ 5,733,733	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER			DATE		

17/18-3196

RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction and subsequent amendments with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2017-18.

RESOLUTION

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

authorizes entering into local agreement number/s 17/18-3196 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

NAME	TITLE	SIGNATURE
Stefanie P. Phillips, Ed.D.	Superintendent	

PASSED AND ADOPTED THIS 27th day of June 2017/18, by the

Governing Board of Santa Ana Unified School District

of Orange County, California.

I, Cecilia “Ceci” Iglesias, 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 a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk’s signature) 6/27/17 (Date)

AGENDA ITEM BACKUP SHEET
June 27, 2017

Board Meeting

TITLE: **Approval of Memorandum of Understanding for Special Schools Program with Orange County Department of Education for 2017-18 School Year**

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

BACKGROUND INFORMATION:

ITEM SUMMARY

- Contract starts: July 1, 2017
- Contract ends: June 30, 2018
- Historically, the OCDE Special Schools serve the District's secondary students who are deaf and hard of hearing and students with the most severe behavioral and intense needs.
- Serves 26 students who are deaf and 19 students who are severely disabled.

The purpose of this agenda item is to seek Board approval of a Memorandum of Understanding (MOU) with the Orange County Department of Education (OCDE) in order to provide appropriate cost-effective special education services for the District's students requiring very intensive services, including secondary students who are deaf or hearing impaired.

For many years the Special Schools unit of the Orange County Department Education has provided programs for the District's secondary students who are deaf and for students who are severely disabled. This year approximately 45 students - 26 students who are deaf and approximately 19 who are severely disabled - will attend the Special Schools located at University High School and Venado Middle School for deaf students, as well as the Hillview Special Classes in Santa Ana and classes located on the Irvine High School campus for severely disabled students.

RATIONALE:

This MOU will provide for the continuation of services for the District's students in the OCDE Special Schools Program. Students' IEP teams have recommended the Special Schools as the most appropriate placement to meet their unique needs.

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 2013-2014 baseline numbers.

FUNDING:

Special Education: Total not to exceed $2,280,047

This amount includes tuition of $43,218.80 for approximately 45 students and costs of $335,201 for additional instructional aide support for students with intensive needs.

RECOMMENDATION:

Approve the Memorandum of Understanding for Special Schools Program with the Orange County Department of Education for the 2017-18 school year.

DL:kq:cvl

Memorandum of Understanding Between

The Orange County Superintendent of Schools

And

"School District"

2017-2018

The Orange County Superintendent of Schools, which operates the Division of Special Education Services within the Orange County Department of Education, hereinafter referred to as "OCDE" and the "School District," herein referred to as "District," and collectively referred to herein as the "Parties," mutually agree as follows (Agreement):

1. Basis of Agreement

Pursuant to the authority established in Education Code Sections 56195, 56195.1, 56195.3 and 56195.5, OCDE may provide for the education of individual pupils in special education programs who reside in other districts or counties. The OCDE Division of Special Education Services operates the OCDE Special Schools Program to provide special education programs and services to individuals with exceptional needs requiring intensive educational services, including a regional deaf and hard of hearing program.

2. Term of Agreement

This Agreement is effective for the period beginning July 1, 2017, and ending June 30, 2018.

3. Acknowledgment of Special Education Funding Formula

It is acknowledged that, in accordance with Part 30 of the Education Code, Chapter 7.2, Section 56836 et seq., the California State funding formula for special education programs, services and administration generates an entitlement based on the average daily attendance of pupils in the local education agencies that comprise a Special Education Local Plan Area (SELPA). It is further acknowledged that the SELPA base year calculations for special education funding under Assembly Bill 602 (AB 602) include a dollar amount that is transferred back to the SELPA of residence for pupils served in special education programs prior to implementation of AB 602. The Parties acknowledge that both the distribution of these special education funds and the District's fiscal responsibility for students served outside the SELPA of residence are determined by the Local Plan of the SELPA of residence.

4. Scope of Program and Referral Process to OCDE

OCDE shall conduct special education programs and services for those eligible pupils of the District referred by their Individualized Education Program (IEP) Teams when it is jointly determined by the District and OCDE that the pupil's educational needs as specified in the pupil's IEP can be appropriately met by the programs and services operated by OCDE. Prior to offering placement in any OCDE Special Schools Program, the District shall contact the appropriate OCDE Special Schools Principal to discuss a possible referral and the appropriateness of the OCDE Special Schools Program placement. If the referral seems appropriate, the District shall obtain from the parent authorization to release information to OCDE and submit an OCDE referral packet to the appropriate OCDE Special Schools Principal

as well as schedule a visitation with the parent. OCDE referral packets are available on-line at http://www.ocde.us/sped/Pages/default.aspx.

Upon review of the referral packet and site visit by parent, the OCDE Special Schools Principal and District representative will coordinate an IEP team meeting for purposes of discussing possible placement in an OCDE Special Schools Program. OCDE shall maintain and provide special education programs for District pupils during the 2017-2018 school year within the administrative parameters established by the Special Education Fiscal Advisory Committee. Class size ranges and student-adult ratios shall be maintained in a manner which allows OCDE to meet the programmatic, health and safety needs of the pupils.

5. Responsibility of School District of Residence

The District and OCDE acknowledge that the District, as the pupil's district of residence, maintains primary responsibility as the local education agency (LEA) to ensure the pupil receives a free appropriate public education. In the event a pupil participating in an OCDE Special Schools Program moves out of the District, the District shall immediately provide OCDE written notice of the pupil's change in residence, including the new school district of residence, if known. Similarly, OCDE shall immediately notify District in the event a parent reports a change in residence, including the new school district of residence, if known.

6. Annual and Triennial Reviews

The District shall be notified of annual reviews scheduled for its pupils participating in an OCDE Special Schools Program and may provide a representative who will participate in the development of the annual IEP. For initial placement, triennial review, recommendation for

home instruction, or a change in eligibility or services specified on the current IEP, a District representative who is authorized to approve or disapprove the allocation of specified District resources necessary for the implementation of the pupil's IEP shall attend the IEP team meeting. For pupils enrolled in an OCDE Special Schools Program who are participating in a general education program on the school site in the school district where the OCDE Special Schools Program is located ("Host District") OCDE will work with the Host District to provide a general education teacher at IEP team meetings. In the event the Host District is unable to provide a general education teacher for the IEP team meeting, the District agrees to provide a general education teacher unless otherwise waived in writing by the pupil's parent in accordance with the Individuals with Disabilities Education Act (IDEA) and State law. For all other pupils enrolled in an OCDE Special Schools Program, the District agrees to provide a general education teacher at IEP team meetings unless otherwise waived in writing by pupil's parent in accordance with the IDEA and State law. Subject to approval by the pupil's parents, the general education teacher and/or other IEP team participants may use alternative means of meeting participation, such as video conferences and conference calls.

Progress reports relating to goals and objectives in a pupil's IEP shall be sent by OCDE to parents per the pupil's IEP schedule for progress reporting and to the Director of Special Education of the District upon request. When requested by District or parent, an updated report shall be provided if there is no current progress report whenever a pupil is scheduled for an IEP review or when pupil's enrollment in OCDE is terminated.

7. Integration/Mainstreaming Opportunities

The Host District where OCDE Special Schools Programs operate often provide opportunities for pupils enrolled in an OCDE Special Schools Program to integrate with non-disabled typical peers during the school day. These opportunities are typically in non-core curriculum areas such as physical education, art, music, assemblies, recess and lunch. Some pupils enrolled in an OCDE Special Schools Program will participate in core curriculum activities for a portion of the school day in a program operated by the Host District, however, such pupils are supervised by OCDE staff at all times during such activities. In the event a pupil enrolled in an OCDE Special Schools Program is participating in core curriculum activities in a program operated by the Host District for more than 50% of the school day, the Host District will be reimbursed for any costs incurred resulting from such pupil's participation, upon OCDE's receipt of appropriate documentation of such costs.

8. Assessments/Independent Educational Evaluations

OCDE and District shall coordinate and collaborate in conducting assessments for pupils participating in an OCDE Special Schools Program. In the event OCDE staff is not available to conduct a requested assessment, OCDE shall notify the District and/or District's SELPA to assist in conducting such assessment(s). In the event a referral is made by a pupil's IEP team or a pupil's parent/guardian for an educationally related mental health services (ERMHS) assessment, OCDE shall immediately notify the District, and the District shall determine how to proceed with the requested ERMHS assessment.

In the event a request is made for an independent educational evaluation (IEE), OCDE shall immediately forward such request to the District and the District, in collaboration with OCDE,

shall determine how to respond to the request for an IEE. If the District receives a request for assessment or IEE for a student referred to or enrolled in an OCDE Special Schools Program, the District shall immediately notify OCDE of the request and collaborate with OCDE as to how to respond. OCDE and/or the District may also schedule an IEP team meeting to further discuss the requested IEE or assessment.

9. Pupil Count

A count shall be taken of the number of pupils enrolled in OCDE's Special Schools Program as of the first day of each calendar month, July 1, 2017 through June 1, 2018. A pupil shall be counted as "enrolled" in an OCDE Special Schools Program on the first day of attendance in the program or fourteen (14) days after the IEP team has met and an approved IEP has been executed for the pupil's educational placement in an OCDE Special Schools Program, whichever occurs sooner. Pupils continuing in an OCDE Special Schools Program from the previous school year shall be counted as "enrolled" on the first school day in September unless written notification of withdrawal is received from either the parent or district of residence. If a continuing pupil has not attended school by the eleventh (11th) day of the first school month, OCDE shall notify the district of residence and a determination shall be made regarding continuing enrollment. In the event either OCDE or District are informed that a pupil has been withdrawn by the parent from an OCDE Special Schools Program, each agency shall immediately notify the other of such withdrawal. Any pupil withdrawn by the parent from an OCDE Special Schools Program is no longer counted as "enrolled" or considered a continuing pupil for the following school year.

10. Definitions

a. "Special Education Fiscal Advisory Committee" shall be a committee comprised of the Orange County Special Education Local Plan Area Directors, Chief Business Officials representing each SELPA and OCDE representatives including the Chief of Special Education Services Division, Director of Special Schools and Programs, Business Administrator, and the Assistant Superintendent of Business Services, or designee.

b. "Regional Special Education Programs" are the special education classes and support services operated by OCDE for severely disabled and medically fragile pupils, pupils with low incidence disabilities, pupils with autism spectrum disorders, pupils with emotional disturbances and other eligible pupils.

c. "Regional Deaf/Hard of Hearing (D/HH) Program" shall include classes and services operated by OCDE for Deaf and Hard of Hearing pupils who are learning through total communication, utilizing sign language, note-takers, oral speech and residual hearing.

d. "Regional Oral Deaf Program" shall include classes and services operated by OCDE for Deaf and Hard of Hearing pupils who are learning through oral and written communication using oral speech, speech reading, residual hearing, auditory devices and cochlear implants.

e. "Special Education Program Income" shall be defined as the sum of all State and Federal funds generated by or on behalf of pupils transferred to regional programs operated by OCDE Special School Programs under this Agreement. For the purposes of this Agreement:

f. "Special Education Program Expenditures" shall include Direct Costs, Direct Support Costs and Indirect Cost of OCDE Special Schools Programs.

g. "Average Cost Per Pupil" shall refer to the Special Education Program Expenditures attributable to the program divided by the average number of pupils enrolled during the year.

h. "Average Number of Pupils" shall refer to the total of the number of pupils counted on the first school day of each calendar month divided by the number of calendar months in the period specified.

11. Funding

In consideration of the enrollment of pupils in special education programs conducted by OCDE, the SELPA and/or the school district transferring pupils to the regional programs operated by OCDE agree to pay the average cost per pupil based on expenditure categories and ratios reviewed by the Special Education Fiscal Advisory Committee and shall provide for program funding as follows:

a. The District shall be responsible for the Average Cost per Pupil in an OCDE Special Schools Program, including the Regional Deaf/Hard of Hearing Program, multiplied by the average number of pupils enrolled, minus Special Education Program income received by OCDE for the purpose of educating said pupils including, but not limited to Revenue Limit, AB 602 funds, and Federal I.D.E.A. Local Assistance Grant funds. The District shall be responsible for the Average Cost Per Pupil in the Regional Oral Deaf Program multiplied by the average number of pupils enrolled, minus Special Education Program income received by OCDE for the purpose of educating said pupils including, but not limited to Revenue Limit, AB 602 funds, and Federal I.D.E.A. Local Assistance Grant funds.

b. Special Circumstance Assistant (SCA). The District, as specified in its SELPA's Local Plan, shall be responsible for the full cost of additional personnel required for the benefit of and specified in the IEP for individual pupils who are residents of the District.

c. The following documents shall be used as a basis for all figures reported:

(1) Various Program Cost Reports

(2) State Form 01

(3) In-House Accounting Reports

d. OCDE Special Schools Program income and expenditures shall be listed in accordance with The California School Accounting Manual Standardized Account Code Structure for Special Education as of April 19, 1999, with a summary page as shown in Appendix A, incorporated herein.

e. Indirect cost for Special Education Programs operated by OCDE shall be at the State approved rate not to exceed 7.5% of total Program expenditures.

f. OCDE shall bill the District on a monthly basis and forward invoices to the District's accounting department.

12. Related Services/Designated Instructional Services (DIS)/Supplementary Aids

OCDE provides the following related services as part of its Special Schools Programs: Speech-Language Pathology Services, Adapted Physical Education, Physical Therapy, Occupational Therapy, Health and Nursing, Specialized Physical Health Care, Vocational Counseling, Adult Transition, Assistive Technology/Alternative Augmentative Communication, Vision Training, Orientation and Mobility, Behavior Management/Intervention and

Psychological Counseling. In addition to the above, as part of its Regional D/HH Program and Regional Oral Deaf Program, OCDE provides Audiological services and Sign Language Interpreters. Any other related services or supplementary aids necessary for the pupil to benefit from the special education program, including but not limited to ERMHS, and low incident services and equipment, shall be provided by the District or as otherwise agreed to by OCDE and the District. Translator services at IEP team meetings and/or translation of documents shall be provided by the District or as otherwise agreed to by OCDE and the District. In addition, OCDE shall separately bill the District for the services provided by an SCA as required by the pupil's IEP.

13. Home Instruction

When a pupil is absent from school for more than ten (10) consecutive school days as a result of a medical condition and is expected to have an extended health related absence, the pupil's IEP team shall review the IEP and determine appropriate educational services. A District representative who is authorized by the District's Director of Special Education to approve or disapprove the allocation of specified District resources necessary for the implementation of the pupil's IEP shall participate in the IEP team meeting when considering a placement for home or hospital instruction. When recommending placement for home or hospital instruction, the IEP team shall consider documentation from the pupil's treating physician indicating the pupil's condition, verifying that the condition prevents the pupil from attending school and providing a projected date for the pupil's return to school. Any in–home instruction, including other related services, shall be provided by the District or as otherwise agreed to by OCDE and the District. In the event the pupil is hospitalized in a facility located outside of the District, it is the District's

responsibility to inform the parent that instruction will be provided in accordance with Education Code section 48207 and 48208. In either circumstance, it may be necessary to exit the pupil from OCDE in order for the District to provide the necessary in-home instruction or for the pupil to receive hospital instruction. In the event OCDE and the District agree that OCDE will provide in-home or hospital instruction to the pupil, OCDE shall separately bill the District for such services.

14. Transportation

a. Transportation by the Orange County Department of Education

The District shall provide transportation for its pupils participating in an OCDE Special Schools Program unless otherwise agreed between the District and OCDE. In the event OCDE agrees to transport a pupil, the District shall be responsible for the difference between the Direct and Direct Support Cost of home-to-school transportation as shown on the annual State Transportation Report plus one percent (1%) indirect support costs and the State transportation allocation received by the OCDE on a per pupil basis pursuant to Appendix B, incorporated herein. The District shall pay for the full cost of one-on-one transportation assistants as specified in the pupil's IEP. In the event OCDE is transporting five or more District pupils from one Special Schools Program site, the District shall provide OCDE written notice on or before December 1 of each year of any proposed changes in the number of students requiring OCDE transportation for the following school year. Absent appropriate notice from the District of any proposed change in transportation for the following school year, the District may be solely responsible for funding the costs related to such change in transportation. Similarly, OCDE shall

provide the District written notice on or before December 1 of each year of any proposed changes in OCDE's transportation services, not including cost projections, for the following school year.

b. Transportation by District

Districts transporting pupils to an OCDE Special Schools Program shall ensure that buses arrive at the school site with sufficient time to unload students prior to the beginning of the instructional day and to load them at the end of the instructional day. Delays requiring either overtime supervision or causing portions of the instructional program to be missed and subsequently made up may result in charges to the District for additional costs incurred by OCDE related to such delays.

15. Due Process and Complaints

OCDE and District agree to collaborate and fully cooperate in any due process proceeding involving a pupil currently attending or formerly enrolled in an OCDE Special Schools Program, including resolution sessions, mediations and hearings, as well as coordinating witness availability and producing documents regarding the pupil.

In the event OCDE is named as the sole LEA in a due process complaint, OCDE and District agree that District, as the pupil's school district of residence, is a necessary party to the due process proceedings.

OCDE and District shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office for Civil Rights, or any other State and/or federal governmental body or agency.

16. Estimated Billing

The estimated billing for 2017-2018 will be based on actual information for 2016-2017 plus COLA as set forth in the most current State Budget plus any budgeting projections for step and column, and salary and benefit increases.

17. Final Accounting

An accounting accompanied by completed Appendices A and B with appropriate supporting documentation shall be sent to each District by September 15 of the following year. In addition, OCDE shall provide a quarterly expenditure report to the District's Director of Special Education. Corrections to prior year OCDE Special Schools Program costs resulting from adjustments to income or expenditure calculations shall be credited or billed to the District affected by the correction or adjustments.

18. Projected Enrollment/Facilities and Staffing Needs

In order to assist OCDE in planning for both facilities and staffing needs for its programs, each District shall submit to OCDE, in writing, on or before December 1 of each year, the projected number of pupils expected to be transferred to OCDE programs for special education and support services in the following school year. Absent a projection, the number of District pupils reported in the current year December 1 Federal Pupil Count shall be used for facilities, staffing and budget planning by OCDE for the following school year. In the event the District intends to withdraw five (5) or more pupils from a specific OCDE Special Schools Program site or enroll five (5) or more pupils in a specific OCDE Special Schools Program site for the following school year, the District shall notify OCDE in writing of such intention on or before

December 1 of each year. OCDE shall forward such written notice to the Special Education Fiscal Advisory Committee for its review and consideration. Absent appropriate notice from the District of any proposed change in enrollment in an OCDE Special Schools Program site for the following school year, the District may be solely responsible for funding the costs related to such change in enrollment.

If the District is a Host District for any OCDE Special Schools Program, the District shall submit to OCDE, in writing, on or before December 1 of each year, notice of any proposed facilities projects, including but not limited to modernization or new construction projects at the school site where the OCDE Special Schools Program is located, as well as any potential impact such projects may have on the operation of an OCDE Special Schools Program, including opportunities for integration with typical peers at the Host District school site. In the event any such project would require relocation of an OCDE Special Schools Program, the District shall provide OCDE with at least one (1) year prior written notice to allow OCDE sufficient time to plan accordingly. OCDE shall forward such written notice to the Special Education Fiscal Advisory Committee for its review and consideration.

In the event OCDE intends to close an OCDE Special Schools Program in which District pupils are enrolled, OCDE shall notify the District in writing of such intention on or before December 1 of each year.

19. Program Cost for 2017-2018

On or before fifteen (15) days after the release of the May revise each year, the Orange County Superintendent of Schools shall compute the projected Special Education Program Income and Special Education Program Expenditures for the following year with an Average

Cost per Pupil for pupils enrolled in OCDE Special Schools Programs based on the Projected Enrollment data, and provide it to District Student Services and Business Directors.

20. Notices

All notices to be given pursuant to this Agreement, by either party to the other, shall be in writing and (a) delivered in person; (b) deposited in the United States Mail duly certified or registered, return receipt requested with postage prepaid; or (c) sent by Federal Express or other similar overnight delivery service. Notice is deemed to have be duly given and received upon (a) personal delivery; (b) as of the third business day after deposit in the Unities States Mail; or (c) the immediately succeeding business day after deposit with an overnight delivery service. Notices hereunder shall be provided to the following addresses, and such addresses may be changed by providing written notice in accordance with this Section:

OCDE:

Orange County Department of Education
Special Education Division
200 Kalmus Drive
Costa Mesa, CA 92626
Attn: **Dennis Roberson**
Chief, Special Education Services
Fax: (714) 545-6312
Phone: (714) 966-4133

District:

_____School District
Address:_____
City:_____
Attn:_____ Special Ed. Director
Fax: ( ) _____
Phone: ( ) _____

21. No Waiver

The failure of OCDE in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon such terms or option on any future occasion.

22. Hold Harmless

To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of the District, OCDE agrees to hold harmless, indemnify and defend the District and its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with OCDE's performance of services during the term of this Agreement. To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of OCDE, the District agrees to hold harmless, indemnify and defend OCDE and its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with the District's performance of services during the term of this Agreement.

23. Complete Agreement

This Agreement is the complete Agreement of the Parties. Any amendments hereto shall be in writing and shall be dated and executed by both Parties.

24. Applicable Law

This Agreement is governed by California state and federal law, and shall be interpreted as if jointly drafted by the Parties to this Agreement.

25. Counterparts

This Agreement may be signed in counterparts. A copy or original of this document with all signature pages appended together shall be deemed a fully executed Agreement. Facsimile signatures shall be deemed as binding as original signatures.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

APPROVED BY:

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
OCDE – [NAME]

BY: _____
(Authorized Agent)

DATE: _____

_____
DISTRICT – [NAME]

BY: _____
(Authorized Agent)

DATE: _____

DATE APPROVED BY COUNTY SUPERINTENDENT OR DISTRICT BOARD:

_____

cc: SELPA

APPROVED AS TO FORM:

DATE: 5-12-17

RONALD D. WENKART, GENERAL COUNSEL
ORANGE COUNTY DEPARTMENT OF EDUCATION

BY Ronald D. Wenkart ATTORNEY

Orange County Department of Education
Special Schools Program

Exhibit A

2017-18 Adopted Budget (AB)	Object	2015-16	2016-17	2016-17	2017-18
2016-17 average enrollment 405 2017-18 proj average enrollment 410	Code	Unaudited Actuals	Adopted Budget	Estimated Actuals	Adopted Budget
Restricted Fund Balance Low Incidence	9791	221,424.62	181,655	184,973	169,473
Reserve for Economic Uncertainty	9791	1,010,976.00	898,707	946,973	904,802
Adjustment to ending balance					
Total Beginning Balance	9791	**1,232,401**	**1,080,362**	**1,131,946**	**1,074,275**
Revenue					
Prin Apport State Aid-Prior Year	8019				
AB602 Allocation	8097	1,624,741.00	1,588,518	1,587,528	1,587,528
AB602 Allocation		**1,624,741.00**	**1,588,518**	**1,587,528**	**1,587,528**
Prior Year Apportionment	8319	60,147.00		(2,554)	
Other State Revenue	8590			-	
Other State Revenue		***60,147***	-	***(2,554)***	-
Interagency Fees Bill Back to Districts	8677	18,828,643.86	20,479,354	19,369,617	21,100,333
Interagency Fees Special Circumstance Aids	8677	4,843,421.63	4,627,043	4,807,245	4,807,245
Interagency Fees - Contracts	8677	93,658.49	85,700	100,000	100,000
Other revenue	8631				
Registration & Misc. Fee	8689	5,390.00		5,550	5,550
Other Local Revenue/EE contract	8699	32,157.22	420	9,166	9,091
Other Revenue/Tuition	8710	3,460,668.78	3,453,840	3,447,496	3,506,789
Other Local Revenue		**27,263,939.98**	**28,646,357**	**27,739,074**	**29,529,008**
Transfer in from Other Fund	8919				
Contribution from Unrestricted	8980				318,333
Contribution for Indirect	8981	479,603.86	515,237	504,853	*535,830*
Contribution frm Special Ed/absence factor	8986	441,951.00	441,951	603,951	441,951
Contribution from Restricted	8990	117,226.56	117,227	77,352	117,227
Contribution to Restricted Routine Maint.	8991	(366,231.00)	(369,775)	(369,775)	(369,775)
Contribution to Food Services	8992	(160,968.51)	(195,472)	(184,041)	(184,041)
Contribution to Special Ed	8993				
Total Contributions		**511,581.91**	**509,168**	**632,340**	**859,525**
Total Revenue		***30,692,810.51***	***31,824,405***	***31,088,334***	***33,050,336***

Orange County Department of Education
Special Schools Program

Exhibit A

2017-18 Adopted Budget (AB)	Object	2015-16	2016-17	2016-17	2017-18
2016-17 average enrollment 405 2017-18 proj average enrollment 410	Code	Unaudited Actuals	Adopted Budget	Estimated Actuals	Adopted Budget
Expenditures					
Teachers Salaries	1100	6,065,694.25	6,122,032	5,984,656	5,722,087
Pupil Support Salaries	1200	1,326,030.33	1,318,059	1,372,808	1,126,975
Supervisor/Administrators	1300	937,088.91	987,611	917,566	1,170,367
Other Certificated	1900	1,184,688.05	1,187,210	1,266,268	1,312,485
Total Certificated		**9,513,501.54**	**9,614,912**	**9,541,298**	**9,331,914**
Instructional Assistants	2100	7,089,458.07	7,350,503	7,342,699	7,517,760
Classified Support Salaries	2200	633,198.33	671,139	721,542	721,248
Supervisors/Managers	2300	525,907.73	548,755	537,874	524,679
Clerical/Technical	2400	665,646.62	749,434	759,476	741,170
Short term Sub	2900	150.00	150	21,150	25,150
Total Classified		**8,914,360.75**	**9,319,981**	**9,382,741**	**9,530,007**
STRS/PERS	3100-3200	2,011,684.61	2,194,636	2,227,654	2,632,592
Medicare and PARS	3300	256,645.25	268,233	279,856	277,962
Health and Welfare	3400	4,358,500.15	4,738,311	4,457,906	4,634,799
Unemployment	3500	9,141.71	9,490	9,645	9,440
Worker's Comp	3600	423,034.76	398,393	326,899	318,134
PERS Reduction	3800			-	-
Life Insurance/Other	3900	32,277.17	30,967	30,395	30,862
Total Benefits		**7,091,283.65**	**7,640,030**	**7,332,355**	**7,903,789**
Textbooks	4100	-	1,200	200	200
Other Books	4200	2,020.00	1,796	280	580
Materials and Supplies	4300	285,623.72	328,191	77,675	1,136,879
NonCapitalized Equipment	4400	22,431.27	37,860	34,339	40,152
Total Books and Supplies		**310,074.99**	**369,047**	**112,494**	**1,177,811**
Travel and Conference	5200	107,178.93	109,441	113,010	121,534
Dues and Membership	5300	794.05	1,080	1,080	1,080
Utilities	5500	188,407.81	190,790	197,970	201,570
Rents/Leases/Repairs	5640	357,046.71	408,370	367,304	378,112
Repairs/Maintenance	5600	102,634.05	79,348	65,666	70,811
Transfer of Direct Costs	5700	67,492.29	44,643	44,239	44,707
Professional/Consulting Services	5800	231,528.75	209,490	341,872	360,307
Communications	5900	94,553.16	63,718	82,477	89,252
Total		**1,149,635.75**	**1,106,880**	**1,213,618**	**1,267,373**
Improvement on Sites	6100			-	
Buildings	6200	81,724.55	106,203	-	-
Capitalized Equipment	6400/6500	-	6,000	-	-
Total		**81,724.55**	**112,203**	-	-
Support Costs	7340	2,020,679.89	2,103,117	2,072,700	2,189,546
Support Contributions	7341	479,603.86	515,237	504,853	535,830
IFT Out-Other Authorized IFT	7619				
Total Support		**2,500,283.75**	**2,618,354**	**2,577,554**	**2,725,376**
Total Expenditures		***29,560,864.98***	***30,781,407***	***30,160,060***	***31,936,270***
Restricted Fund Balance Low Incidence	9780/9740	184,973.00	119,555	169,473	155,978
Reserve for Economic Uncertainty	9780/9740	886,826	923,442	904,802	958,088
Ending Fund Balance		**1,131,946**	**1,042,998**	**928,275**	**1,114,067**
Total Bill Back		18,773,887	20,479,353	19,515,617	21,100,333
Average Enrollment		433.00	425	405	410
Estimated Bill Back per Pupil		43,358	48,187	48,187	51,464
Proposed Refund to District		138.91			
Actual Billing		43,218.80			

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ORANGE COUNTY DEPARTMENT OF EDUCATION
SPECIAL EDUCATION TRANSPORTATION

2017-18 Pupil Transportation Budget
Exhibit B

		2017-18
1. Average number of pupils transported		250
2. Maximum number of billable days		202
3. Classified Salaries	$	105,738
4. Employee Benefits	$	32,608
5. Supplies	$	50
6. Travel/Conferences/Dues/Memberships	$	-
7. Other Expenses	$	50
8. Contracts with Private Contractors (5100)	$	4,375,000
9. Payments to Private Carriers (5830)	$	25,000
10. Other Services/Operating Expenses	$	-
11. Equipment/Replacement	$	-
12. Therapy Transportation	$	-
Subtotal Direct Costs	$	4,375,000
13. Direct Support costs	$	163,446
14. Indirect Support Costs @ 1%	$	1,634
15. Total Transportation Cost Allocation	$	4,540,080
16. State Transportation Entitlement	$	1,626,235
Total	$	1,626,235
17. Excess Transportation Cost	$	2,913,845
17a. *Per Pupil Excess Cost Line17/Line1	$	**11,655**
17b. *Per Day Excess Cost Line17a/Line2		**57.70**

*Per Pupil cost is an estimate, actual cost is determined by average daily rate X # of days
Note: If we receive additional funding for transportation, the cost will be reduced.

		2017-18
1. Average number of pupils transported		250
2. Maximum number of billable days		202
3. Classified Salaries	$	105,738
4. Employee Benefits	$	32,608
5. Supplies	$	50
6. Travel/Conferences/Dues/Memberships	$	-
7. Other Expenses	$	50
8. Contracts with Private Contractors (5100)	$	4,375,000
9. Payments to Private Carriers (5830)	$	25,000
10. Other Services/Operating Expenses	$	-
11. Equipment/Replacement	$	-
12. Therapy Transportation	$	-
Subtotal Direct Costs	$	4,375,000
13. Direct Support costs	$	163,446
14. Indirect Support Costs @ 1%	$	1,634
15. Total Transportation Cost Allocation	$	4,540,080
16. State Transportation Entitlement	$	1,626,235
Total	$	1,626,235
17. Excess Transportation Cost	$	2,913,845
17a. *Per Pupil Excess Cost Line17/Line1	$	**11,655**
17b. *Per Day Excess Cost Line17a/Line2		**57.70**

*Per Pupil cost is an estimate, actual cost is determined by average daily rate X # of days
Note: If we receive additional funding for transportation, the cost will be reduced.

Orange County Department of Education
Special Schools Program

Exhibit A

2017-18 Adopted Budget (AB) 2016-17 average enrollment 405 2017-18 proj average enrollment 410	Object Code	2015-16 Unaudited Actuals	2016-17 Adopted Budget	2016-17 Estimated Actuals	2017-18 Adopted Budget
Restricted Fund Balance Low Incidence	9791	221,424.62	181,655	184,973	169,473
Reserve for Economic Uncertainty	9791	1,010,976.00	898,707	946,973	904,802
Adjustment to ending balance					
Total Beginning Balance	**9791**	**1,232,401**	**1,080,362**	**1,131,946**	**1,074,275**
Revenue					
Prin Apport State Aid-Prior Year	8019				
AB602 Allocation	8097	1,624,741.00	1,588,518	1,587,528	1,587,528
AB602 Allocation		**1,624,741.00**	**1,588,518**	**1,587,528**	**1,587,528**
Prior Year Apportionment	8319	60,147.00		(2,554)	
Other State Revenue	8590			-	
Other State Revenue		***60,147***	**-**	***(2,554)***	**-**
Interagency Fees Bill Back to Districts	8677	18,828,643.86	20,479,354	19,369,617	21,100,333
Interagency Fees Special Circumstance Aids	8677	4,843,421.63	4,627,043	4,807,245	4,807,245
Interagency Fees - Contracts	8677	93,658.49	85,700	100,000	100,000
Other revenue	8631				
Registration & Misc. Fee	8689	5,390.00		5,550	5,550
Other Local Revenue/EE contract	8699	32,157.22	420	9,166	9,091
Other Revenue/Tuition	8710	3,460,668.78	3,453,840	3,447,496	3,506,789
Other Local Revenue		**27,263,939.98**	**28,646,357**	**27,739,074**	**29,529,008**
Transfer in from Other Fund	8919				
Contribution from Unrestricted	8980				318,333
Contribution for Indirect	8981	479,603.86	515,237	504,853	*535,830*
Contribution frm Special Ed/absence factor	8986	441,951.00	441,951	603,951	441,951
Contribution from Restricted	8990	117,226.56	117,227	77,352	117,227
Contribution to Restricted Routine Maint.	8991	(366,231.00)	(369,775)	(369,775)	(369,775)
Contribution to Food Services	8992	(160,968.51)	(195,472)	(184,041)	(184,041)
Contribution to Special Ed	8993				
Total Contributions		**511,581.91**	**509,168**	**632,340**	**859,525**
Total Revenue		***30,692,810.51***	***31,824,405***	***31,088,334***	***33,050,336***

Orange County Department of Education
Special Schools Program

Exhibit A

2017-18 Adopted Budget (AB) 2016-17 average enrollment 405 2017-18 proj average enrollment 410	Object Code	2015-16 Unaudited Actuals	2016-17 Adopted Budget	2016-17 Estimated Actuals	2017-18 Adopted Budget
Expenditures					
Teachers Salaries	1100	6,065,694.25	6,122,032	5,984,656	5,722,087
Pupil Support Salaries	1200	1,326,030.33	1,318,059	1,372,808	1,126,975
Supervisor/Administrators	1300	937,088.91	987,611	917,566	1,170,367
Other Certificated	1900	1,184,688.05	1,187,210	1,266,268	1,312,485
Total Certificated		**9,513,501.54**	**9,614,912**	**9,541,298**	**9,331,914**
Instructional Assistants	2100	7,089,458.07	7,350,503	7,342,699	7,517,760
Classified Support Salaries	2200	633,198.33	671,139	721,542	721,248
Supervisors/Managers	2300	525,907.73	548,755	537,874	524,679
Clerical/Technical	2400	665,646.62	749,434	759,476	741,170
Short term Sub	2900	150.00	150	21,150	25,150
Total Classified		**8,914,360.75**	**9,319,981**	**9,382,741**	**9,530,007**
STRS/PERS	3100-3200	2,011,684.61	2,194,636	2,227,654	2,632,592
Medicare and PARS	3300	256,645.25	268,233	279,856	277,962
Health and Welfare	3400	4,358,500.15	4,738,311	4,457,906	4,634,799
Unemployment	3500	9,141.71	9,490	9,645	9,440
Worker's Comp	3600	423,034.76	398,393	326,899	318,134
PERS Reduction	3800			-	-
Life Insurance/Other	3900	32,277.17	30,967	30,395	30,862
Total Benefits		**7,091,283.65**	**7,640,030**	**7,332,355**	**7,903,789**
Textbooks	4100	-	1,200	200	200
Other Books	4200	2,020.00	1,796	280	580
Materials and Supplies	4300	285,623.72	328,191	77,675	1,136,879
NonCapitalized Equipment	4400	22,431.27	37,860	34,339	40,152
Total Books and Supplies		**310,074.99**	**369,047**	**112,494**	**1,177,811**
Travel and Conference	5200	107,178.93	109,441	113,010	121,534
Dues and Membership	5300	794.05	1,080	1,080	1,080
Utilities	5500	188,407.81	190,790	197,970	201,570
Rents/Leases/Repairs	5640	357,046.71	408,370	367,304	378,112
Repairs/Maintenance	5600	102,634.05	79,348	65,666	70,811
Transfer of Direct Costs	5700	67,492.29	44,643	44,239	44,707
Professional/Consulting Services	5800	231,528.75	209,490	341,872	360,307
Communications	5900	94,553.16	63,718	82,477	89,252
Total		**1,149,635.75**	**1,106,880**	**1,213,618**	**1,267,373**
Improvement on Sites	6100			-	
Buildings	6200	81,724.55	106,203	-	-
Capitalized Equipment	6400/6500	-	6,000	-	-
Total		**81,724.55**	**112,203**	**-**	**-**
Support Costs	7340	2,020,679.89	2,103,117	2,072,700	2,189,546
Support Contributions	7341	479,603.86	515,237	504,853	535,830
IFT Out-Other Authorized IFT	7619				
Total Support		**2,500,283.75**	**2,618,354**	**2,577,554**	**2,725,376**
Total Expenditures		***29,560,864.98***	***30,781,407***	***30,160,060***	***31,936,270***
Restricted Fund Balance Low Incidence	9780/9740	184,973.00	119,555	169,473	155,978
Reserve for Economic Uncertainty	9780/9740	886,826	923,442	904,802	958,088
Ending Fund Balance		**1,131,946**	**1,042,998**	**928,275**	**1,114,067**
Total Bill Back		18,773,887	20,479,353	19,515,617	21,100,333
Average Enrollment		433.00	425	405	**410**
Estimated Bill Back per Pupil		**43,358**	**48,187**	**48,187**	**51,464**
Proposed Refund to District		**138.91**			
Actual Billing		**43,218.80**			

AGENDA ITEM BACKUP SHEET
June 27, 2017

Board Meeting

TITLE: **Approval of Continuing Master Contracts and/or Individual Service Agreements with Nonpublic Schools and Agencies for Students with Disabilities for 2017-18 School Year**

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of continuing master contracts and/or individual service agreements with nonpublic schools and agencies for students with disabilities. These students require services that address academic, social-emotional, and other unique needs as identified in their Individualized Education Programs (IEPs). The students' IEP teams recommended placement at a nonpublic school and/or a nonpublic agency for services as necessary, pursuant to an IEP or settlement agreement.

ITEM SUMMARY:

- Agreement Starts: July 1, 2017
- Agreement Ends: June 30, 2018
- Renewable according to students' IEPs
- 26 students will be served
- Annual cost: $1,580,654
- Required to comply with students' IEPs

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 $1,580,654

RECOMENDATION:

Approve the continuing master contracts and/or individual service agreements with nonpublic schools and agencies for students with disabilities for the 2017-18 school year.

DL:kq

Continuing Master Contracts and/or Individual Service Agreements with Nonpublic Schools and Agencies for Students with Disabilities for 2017-18 School Year

Board Meeting: June 27, 2017

Boys Town California, Inc.:

Student #:	Amount:
367981	$125,308
401169	$50,232

Total Not to Exceed: $175,540

Kids Institute for Development and Advancement

Student #:	Amount:
354818	$104, 606

Total Not to Exceed: $104,606

Mardan School:

Student #:	Amount:
369818	$38,435
346957	$39,995

Total Not to Exceed: $78,430

New Haven:

Student #:	Amount:
324915	$187,809

Total Not to Exceed: $187,809

Continuing Master Contracts and/or Individual Service Agreements with Nonpublic Schools and Agencies for Students with Disabilities for 2017-18 School Year

Board Meeting: June 27, 2017

Ocean View:

Student #:	Amount:
367981	$49,773
335827	$55,146
362092	$51,306

Total Not to Exceed: $156.225

Olive Crest Academy:

Student #:	Amount:
360763	$44,766
415522	$44,766
428062	$44,766
401169	$44,766
364984	$82,824

Total Not to Exceed: $261,888

Rossier Park Schools:

Student#:	Amount:
186851	$48,759
354395	$48,759
351255	$45,549
337535	$43,188
342164	$45,468
315719	$47,621
334153	$44,382
444245	$43,188
447415	$45,377

Total Not to Exceed: $412,291

Continuing Master Contracts and/or Individual Service Agreements with Nonpublic Schools and Agencies for Students with Disabilities for 2017-18 School Year

Board Meeting: June 27, 2016

Speech & Language Development Center:

Student #:	Amount:
412405	$47,966
408913	$77,318
326331	$78,581

Total Not to Exceed: $203,865

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2017-2018

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

District SANTA ANA UNIFIED SCHOOL DISTRICT

Contract Year 2017-2018

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.

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2017-2018

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, 2017, between the Santa Ana Unified School District (hereinafter referred to as "District" or local educational agency "LEA") and Boys Town California, Inc. (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. CERTIFICATIONS AND LICENSES

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

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

A current copy of CONTRACTOR's licenses and nonpublic school/agency certifications, or a validly issued waiver of any such certification, must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or subject to a pending administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. 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, 2017 to June 30, 2018 (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 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5, California Code of Regulations, Section 3062(d).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2018.

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. CONTRACTOR shall abide by the "stay-put" requirement of state and federal law when placement in an interim alternative educational setting is made by the LEA or OAH consistent with 20 U.S.C. section 1415(k)(1). CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education 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, CONTRACTOR and parent agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq.

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

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

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level, 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 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 consistent with Education Code sections 46100 et. seq.

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"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, the California English Language Development Test ("CELDT"), and the English Language Proficiency Assessments for California ("ELPAC"), as appropriate to the student, and mandated by LEA pursuant to LEA guidelines as well as state and federal laws and regulations.

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. CONTRACTOR shall notify the parent/guardian residential care provider (if appropriate) and LEA within one (1) school day of any behavior incident including when an emergency intervention is used or serious property damage occurs as well as provide LEA with a copy of the behavioral emergency report. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 of the California Code of Regulations sections 3064 and 3065. Such requirements will be provided in writing to CONTRACTOR prior to entering into an ISA for a LEA student. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. CONTRACTOR shall provide the LEA with all training protocols for behavior intervention staff who do not possess a license, credential or recognized certification as part of their Master Contract application. CONTRACTOR shall provide certification 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 (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

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

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

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, or electronically, any accident or incident report to the LEA, including any behavior incident or behavior emergency intervention. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

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

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 (10th) cumulative day of the LEA student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

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 <u>not</u> presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

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

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1st day of July 2017 and terminates at 5:00 P.M. on June 30, 2018, unless sooner terminated as provide herein.

CONTRACTOR,	LEA,
Boys Town California, Inc.	Santa Ana Unified School District
Nonpublic School/Agency	
By: Signature Date	By: Signature Date
Lawren Ramos Executive Director	
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:
Andrea Bach Support Services Coordinator	
Name Boys Town California, Inc.	Name and Title Santa Ana Unified School District
Nonpublic School/Agency/Related Service Provider	LEA
2223 E. Wellington Ave., Ste 350	1601 E. Chestnut Avenue
Address Santa Ana, CA 92701	Address Santa Ana, CA 92701
City State Zip 714-795-5807 714-558-0325	City State Zip 714-558-5832
Phone Fax Andrea.bach@boystown.org	Phone Fax
Email	Email

Additional LEA Notification
(Required if completed)

Doreen Lohnes Assistant Superintendent, Special Education/SELPA
Name and Title 1601 E. Chestnut Avenue
Address Santa Ana, CA 92701
City State Zip 714-558-5832
Phone Fax
Email

EXHIBIT A: RATES

CONTRACTOR **Boys Town** **CONTRACTOR NUMBER** _____ **2017-2018**
(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. 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 Training/Counseling		
(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 – Assessment		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)		
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – (bus aide)		
(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 (outside of school hours)	$161	Per hour
	b. BII	$186	Per hour
	c. BID		
(10)	Nursing Services	$9,182	Per month
(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

2017-2018

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

District SANTA ANA UNIFIED SCHOOL DISTRICT

Contract Year 2017-2018

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.

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2017-2018

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, 2017, between the Santa Ana Unified School District (hereinafter referred to as "District" or local educational agency "LEA") and Kids Institute of 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, 2017 to June 30, 2018 (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 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5, California Code of Regulations, Section 3062(d).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2018.

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. CONTRACTOR shall abide by the "stay-put" requirement of state and federal law when placement in an interim alternative educational setting is made by the LEA or OAH consistent with 20 U.S.C. section 1415(k)(1). CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education 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
$3,000,000 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, CONTRACTOR and parent agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq.

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

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

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level, 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 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 consistent with Education Code sections 46100 et. seq.

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"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, the California English Language Development Test ("CELDT"), and the English Language Proficiency Assessments for California ("ELPAC"), as appropriate to the student, and mandated by LEA pursuant to LEA guidelines as well as state and federal laws and regulations.

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. CONTRACTOR shall notify the parent/guardian residential care provider (if appropriate) and LEA within one (1) school day of any behavior incident including when an emergency intervention is used or serious property damage occurs as well as provide LEA with a copy of the behavioral emergency report. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 of the California Code of Regulations sections 3064 and 3065. Such requirements will be provided in writing to CONTRACTOR prior to entering into an ISA for a LEA student. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. CONTRACTOR shall provide the LEA with all training protocols for behavior intervention staff who do not possess a license, credential or recognized certification as part of their Master Contract application. CONTRACTOR shall provide certification 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 (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

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

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

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, or electronically, any accident or incident report to the LEA, including any behavior incident or behavior emergency intervention. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

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

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 (10th) cumulative day of the LEA student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

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 ___1st___ day of July 2017 and terminates at 5:00 P.M. on June 30, 2018, unless sooner terminated as provide herein.

CONTRACTOR,	LEA,
Kids Institute for Development and Advancement	Santa Ana Unified School District
Nonpublic School/Agency	
By: _____	By: _____
Signature Date	Signature Date
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:**		
Name Kids Institute for Development and Advancement			Name and Title Santa Ana Unified School District		
Nonpublic School/Agency/Related Service Provider 17861 Von Karman Avenue			LEA 1601 E. Chestnut Avenue		
Address Irvine,	CA	92614	Address Santa Ana,	CA	92701
City 949-222-2214	State	Zip	City 714-558-5832	State	Zip
Phone kcollier@kida.com	Fax		Phone	Fax	
Email			Email		

Additional LEA Notification
(Required if completed)

Doreen Lohnes Assistant Superintendent, Special Education/SELPA		
Name and Title 1601 E. Chestnut Avenue		
Address Santa Ana,	CA	92701
City 714-558-5832	State	Zip
Phone	Fax	
Email		

EXHIBIT A: RATES

CONTRACTOR **Kids Institute for Development and Advancement (KIDA)** **CONTRACTOR NUMBER** _____ **2017-2018**

(**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. Basic Education Program/Special Education Instruction	$225	7/1/17-6/30/18
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 Training/Counseling		
(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 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 – Assessment		
(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 – (bus aide)	$50.24	Per ½ hour
(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 (outside of school hours)		
	b. BII		
	c. BID		
(10)	Nursing Services		
(12)	Residential Board and Care		
(13)	Residential Mental Health Services		

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2017-2018

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

District SANTA ANA UNIFIED SCHOOL DISTRICT

Contract Year 2017-2018

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.

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2017-2018

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, 2017, 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, 2017 to June 30, 2018 (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 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5, California Code of Regulations, Section 3062(d).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2018.

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. CONTRACTOR shall abide by the "stay-put" requirement of state and federal law when placement in an interim alternative educational setting is made by the LEA or OAH consistent with 20 U.S.C. section 1415(k)(1). CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education 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, CONTRACTOR and parent agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq.

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

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

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level, 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 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 consistent with Education Code sections 46100 et. seq.

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"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, the California English Language Development Test ("CELDT"), and the English Language Proficiency Assessments for California ("ELPAC"), as appropriate to the student, and mandated by LEA pursuant to LEA guidelines as well as state and federal laws and regulations.

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. CONTRACTOR shall notify the parent/guardian residential care provider (if appropriate) and LEA within one (1) school day of any behavior incident including when an emergency intervention is used or serious property damage occurs as well as provide LEA with a copy of the behavioral emergency report. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 of the California Code of Regulations sections 3064 and 3065. Such requirements will be provided in writing to CONTRACTOR prior to entering into an ISA for a LEA student. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. CONTRACTOR shall provide the LEA with all training protocols for behavior intervention staff who do not possess a license, credential or recognized certification as part of their Master Contract application. CONTRACTOR shall provide certification 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 (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

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

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

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, or electronically, any accident or incident report to the LEA, including any behavior incident or behavior emergency intervention. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

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

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 (10th) cumulative day of the LEA student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

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 <u>not</u> presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

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

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1st day of July 2017 and terminates at 5:00 P.M. on June 30, 2018, unless sooner terminated as provide herein.

CONTRACTOR,	LEA,
Mardan School	Santa Ana Unified School District
Nonpublic School/Agency	
By: Terri Gero-Smead 6/2/2017	By:
Signature Date	Signature Date
Terrie Gero-Smead Director of Finance & Human Resources	
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:**
Terri Gero-Smead Director of Finance & Human Resources	
Name Mardan School	Name and Title Santa Ana Unified School District
Nonpublic School/Agency/Related Service Provider	LEA
1 Osborne	1601 E. Chestnut Avenue
Address Irvine, CA 92604	Address Santa Ana, CA 92701
City State Zip 949-733-1500	City State Zip 714-558-5832
Phone Fax tgero@mardanschool.org	Phone Fax
Email	Email

Additional LEA Notification
(Required if completed)

Doreen Lohnes Assistant Superintendent, Special Education/SELPA
Name and Title 1601 E. Chestnut Avenue
Address Santa Ana, CA 92701
City State Zip 714-558-5832
Phone Fax
Email

EXHIBIT A: RATES

CONTRACTOR **Mardan School** **CONTRACTOR NUMBER** _____ **2017-2018**
(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. Basic Education Program/Special Education Instruction	178.14	7/1/17-6/30/18
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 Training/Counseling		
(2)	a. Educational Counseling – Individual	$170.00	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	$105.00	Per hour
	b. Language and Speech Therapy – Group of 2	$60.00	Per hour
	c. Language and Speech Therapy – Group of 3		
	d. Language and Speech Therapy – Per diem		
	e. Language and Speech – Assessment		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)		
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – (bus aide)		
(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 (outside of school hours)		
	b. BII		
	c. BID		
(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

2017-2018

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

District SANTA ANA UNIFIED SCHOOL DISTRICT

Contract Year 2017-2018

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.

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2017-2018

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, 2017, between the Santa Ana Unified School District (hereinafter referred to as "District" or local educational agency "LEA") and New Haven 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, 2017 to June 30, 2018 (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 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5, California Code of Regulations, Section 3062(d).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2018.

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. CONTRACTOR shall abide by the "stay-put" requirement of state and federal law when placement in an interim alternative educational setting is made by the LEA or OAH consistent with 20 U.S.C. section 1415(k)(1). CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education 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, CONTRACTOR and parent agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq.

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

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

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level, 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 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 consistent with Education Code sections 46100 et. seq.

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"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, the California English Language Development Test ("CELDT"), and the English Language Proficiency Assessments for California ("ELPAC"), as appropriate to the student, and mandated by LEA pursuant to LEA guidelines as well as state and federal laws and regulations.

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. CONTRACTOR shall notify the parent/guardian residential care provider (if appropriate) and LEA within one (1) school day of any behavior incident including when an emergency intervention is used or serious property damage occurs as well as provide LEA with a copy of the behavioral emergency report. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 of the California Code of Regulations sections 3064 and 3065. Such requirements will be provided in writing to CONTRACTOR prior to entering into an ISA for a LEA student. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. CONTRACTOR shall provide the LEA with all training protocols for behavior intervention staff who do not possess a license, credential or recognized certification as part of their Master Contract application. CONTRACTOR shall provide certification 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 (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

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

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

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, or electronically, any accident or incident report to the LEA, including any behavior incident or behavior emergency intervention. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

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

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 (10th) cumulative day of the LEA student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

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 <u>not</u> presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

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

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the ___1st___ day of July 2017 and terminates at 5:00 P.M. on June 30, 2018, unless sooner terminated as provide herein.

CONTRACTOR,	LEA,
New Haven Youth and Family Services	Santa Ana Unified School District
Nonpublic School/Agency	
By:	By:
Signature Date	Signature Date
Doreen Quinn CEO	
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					
Name New Haven Youth and Family Services			Name and Title Santa Ana Unified School District		
Nonpublic School/Agency/Related Service Provider PO Box 1199			LEA 1601 E. Chestnut Avenue		
Address Vista,	CA	92805-1199	Address Santa Ana,	CA	92701
City 760-630-4035	State	Zip	City 714-558-5832	State	Zip
Phone dquinn@newhavenyfs.org	Fax		Phone	Fax	
Email			Email		

Additional LEA Notification
(Required if completed)

Doreen Lohnes Assistant Superintendent, Special Education/SELPA		
Name and Title 1601 E. Chestnut Avenue		
Address Santa Ana,	CA	92701
City 714-558-5832	State	Zip
Phone	Fax	
Email		

EXHIBIT A: RATES

CONTRACTOR **New Haven Youth and Family Services** **CONTRACTOR NUMBER** _____ **2017-2018**

(**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. Basic Education Program/Special Education Instruction	$124.00	7/1/17-6/30/18
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	$0.54	Per mile
	b. Transportation – One Way		
	c. Transportation – Dual Enrollment		
	d. Public Transportation		
	e. Parent Training/Counseling		
(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 – Assessment		
(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 – (bus aide)		
(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		
	e. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention (outside of school hours)		
	b. BII		
	c. BID		
(10)	Nursing Services		
(12)	Residential Board and Care		
(13)	Residential Mental Health Services	$9,182	Monthly

*Parent transportation reimbursement rates are to be determined by the LEA.
**By credentialed Special Education Teacher.

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2017-2018

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

District SANTA ANA UNIFIED SCHOOL DISTRICT

Contract Year 2017-2018

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.

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2017-2018

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, 2017, between the Santa Ana Unified School District (hereinafter referred to as "District" or local educational agency "LEA") and Ocean View 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, 2017 to June 30, 2018 (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 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5, California Code of Regulations, Section 3062(d).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2018.

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. CONTRACTOR shall abide by the "stay-put" requirement of state and federal law when placement in an interim alternative educational setting is made by the LEA or OAH consistent with 20 U.S.C. section 1415(k)(1). CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education 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, CONTRACTOR and parent agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq.

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

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

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level, 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 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 consistent with Education Code sections 46100 et. seq.

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"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, the California English Language Development Test ("CELDT"), and the English Language Proficiency Assessments for California ("ELPAC"), as appropriate to the student, and mandated by LEA pursuant to LEA guidelines as well as state and federal laws and regulations.

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. CONTRACTOR shall notify the parent/guardian residential care provider (if appropriate) and LEA within one (1) school day of any behavior incident including when an emergency intervention is used or serious property damage occurs as well as provide LEA with a copy of the behavioral emergency report. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 of the California Code of Regulations sections 3064 and 3065. Such requirements will be provided in writing to CONTRACTOR prior to entering into an ISA for a LEA student. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. CONTRACTOR shall provide the LEA with all training protocols for behavior intervention staff who do not possess a license, credential or recognized certification as part of their Master Contract application. CONTRACTOR shall provide certification 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 (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

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

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

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, or electronically, any accident or incident report to the LEA, including any behavior incident or behavior emergency intervention. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

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

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 (10th) cumulative day of the LEA student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

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 <u>not</u> presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

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

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1st day of July 2017 and terminates at 5:00 P.M. on June 30, 2018, unless sooner terminated as provide herein.

CONTRACTOR,	LEA,
Ocean View School	Santa Ana Unified School District
Nonpublic School/Agency	
By: Helen Condas 6/2/17	By:
Signature Date	Signature Date
Helen Condas	
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:
Helen Condas	
Name	Name and Title
Ocean View School	Santa Ana Unified School District
Nonpublic School/Agency/Related Service Provider	LEA
30131 Town Center Dr. Ste. #280	1601 E. Chestnut Avenue
Address	Address
Laguna Niguel, CA 92677	Santa Ana, CA 92701
City State Zip	City State Zip
949-855-0408	714-558-5832
Phone Fax	Phone Fax
hconda@oceanviewnps.com	
Email	Email

Additional LEA Notification
(Required if completed)

Doreen Lohnes
Assistant Superintendent, Special Education/SELPA
Name and Title
1601 E. Chestnut Avenue
Address
Santa Ana, CA 92701
City State Zip
714-558-5832
Phone Fax
Email

EXHIBIT A: RATES

CONTRACTOR **Ocean View NPS** **CONTRACTOR NUMBER** _____ **2017-2018**
(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. Basic Education Program/Special Education Instruction	162	7/1/17-6/30/18
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	$60.00	Daily
	b. Transportation – One Way		
	c. Transportation – Dual Enrollment		
	d. Public Transportation		
	e. Parent Training/Counseling	$102.06	Per hour
(2)	a. Educational Counseling – Individual	$120.00	Per hour
	b. Educational Counseling – Group of ____	$120.00	Per hour
	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	$120.00	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 – Assessment		
(5)	a. Additional Classroom Aide – Individual/Behavior Assistant (1:1)	$111.73	Daily
	b. Additional Instructional Assistant –		
	c. Additional Instructional Assistant – (bus aide)		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual	$120.00	Per hour
	b. Occupational Therapy – Group of 2	$120.00	Per hour
	c. Occupational Therapy – Group of 3		
	d. Occupational Therapy – Group of 4 - 7		
	e. Occupational Therapy – Consultation Rate	$120.00	Per hour
(8)	Physical Therapy	$120.00	Per hour
(9)	a. Behavior Intervention (outside of school hours)		
	b. BII		
	c. BID		
(10)	Nursing Services		
(12)	Other Related Services (OTH)	$111.73	Per hour
(13)	Psychological Services/Mental Health Services	$130.00	Per hour

*Parent transportation reimbursement rates are to be determined by the LEA.
**By credentialed Special Education Teacher.

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2017-2018

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

District SANTA ANA UNIFIED SCHOOL DISTRICT

Contract Year 2017-2018

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.

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2017-2018

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, 2017, between the Santa Ana Unified School District (hereinafter referred to as "District" or local educational agency "LEA") and Olive Crest 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, 2017 to June 30, 2018 (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 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5, California Code of Regulations, Section 3062(d).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2018.

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. CONTRACTOR shall abide by the "stay-put" requirement of state and federal law when placement in an interim alternative educational setting is made by the LEA or OAH consistent with 20 U.S.C. section 1415(k)(1). CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education 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, CONTRACTOR and parent agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq.

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

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

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level, 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 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 consistent with Education Code sections 46100 et. seq.

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"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, the California English Language Development Test ("CELDT"), and the English Language Proficiency Assessments for California ("ELPAC"), as appropriate to the student, and mandated by LEA pursuant to LEA guidelines as well as state and federal laws and regulations.

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. CONTRACTOR shall notify the parent/guardian residential care provider (if appropriate) and LEA within one (1) school day of any behavior incident including when an emergency intervention is used or serious property damage occurs as well as provide LEA with a copy of the behavioral emergency report. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 of the California Code of Regulations sections 3064 and 3065. Such requirements will be provided in writing to CONTRACTOR prior to entering into an ISA for a LEA student. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. CONTRACTOR shall provide the LEA with all training protocols for behavior intervention staff who do not possess a license, credential or recognized certification as part of their Master Contract application. CONTRACTOR shall provide certification 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 (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

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

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

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, or electronically, any accident or incident report to the LEA, including any behavior incident or behavior emergency intervention. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

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

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 (10th) cumulative day of the LEA student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

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 ___1st___ day of July 2017 and terminates at 5:00 P.M. on June 30, 2018, unless sooner terminated as provide herein.

CONTRACTOR,	LEA,
Olive Crest dba Olive Crest Academy	Santa Ana Unified School District
Nonpublic School/Agency	
By:	By:
Signature Date	Signature Date
Nina Frankman Director of Special Education	
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:**
Nina Frankman Director of Special Education	
Name Olive Crest dba Olive Crest Academy	Name and Title Santa Ana Unified School District
Nonpublic School/Agency/Related Service Provider 2190 N Canal Street	LEA 1601 E. Chestnut Avenue
Address Orange, CA 92865	Address Santa Ana, CA 92701
City State Zip 714-998-6571 ext. 1508	City State Zip 714-558-5832
Phone Fax Nina-frankman@olivecrest.org	Phone Fax
Email	Email

Additional LEA Notification
(Required if completed)

Doreen Lohnes Assistant Superintendent, Special Education/SELPA
Name and Title 1601 E. Chestnut Avenue
Address Santa Ana, CA 92701
City State Zip 714-558-5832
Phone Fax
Email

EXHIBIT A: RATES

CONTRACTOR **Olive Crest dba Olive Crest Academy** **CONTRACTOR NUMBER** _____ **2017-2018**

(**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. Basic Education Program/Special Education Instruction	168.82	7/1/17-6/30/18
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	$44-65	Per day
	b. Transportation – One Way		
	c. Transportation – Dual Enrollment		
	d. Public Transportation		
	e. Parent Training/Counseling	$106.55	Per hour
(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	$55.71	Per ½ 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 – Assessment	$127.58	Per hour
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	$119.09	Per day
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – (bus aide)	$62.14	Per day
(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 (outside of school hours)	$106.55	Per hour
	b. BII	$60.00	Per hour
	c. BID	$112.00	Per hour
(10)	Nursing Services	$95.00	Per day
(12)	Residential Board and Care		
(13)	Residential Mental Health Services		

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2017-2018

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

District SANTA ANA UNIFIED SCHOOL DISTRICT

Contract Year 2017-2018

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.

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2017-2018

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, 2017, 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, 2017 to June 30, 2018 (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 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5, California Code of Regulations, Section 3062(d).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2018.

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. CONTRACTOR shall abide by the "stay-put" requirement of state and federal law when placement in an interim alternative educational setting is made by the LEA or OAH consistent with 20 U.S.C. section 1415(k)(1). CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education 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, CONTRACTOR and parent agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq.

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

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

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level, 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 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 consistent with Education Code sections 46100 et. seq.

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"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, the California English Language Development Test ("CELDT"), and the English Language Proficiency Assessments for California ("ELPAC"), as appropriate to the student, and mandated by LEA pursuant to LEA guidelines as well as state and federal laws and regulations.

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. CONTRACTOR shall notify the parent/guardian residential care provider (if appropriate) and LEA within one (1) school day of any behavior incident including when an emergency intervention is used or serious property damage occurs as well as provide LEA with a copy of the behavioral emergency report. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 of the California Code of Regulations sections 3064 and 3065. Such requirements will be provided in writing to CONTRACTOR prior to entering into an ISA for a LEA student. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. CONTRACTOR shall provide the LEA with all training protocols for behavior intervention staff who do not possess a license, credential or recognized certification as part of their Master Contract application. CONTRACTOR shall provide certification 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 (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

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

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

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, or electronically, any accident or incident report to the LEA, including any behavior incident or behavior emergency intervention. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

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

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 (10th) cumulative day of the LEA student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

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 1st day of July 2017 and terminates at 5:00 P.M. on June 30, 2018, unless sooner terminated as provide herein.

CONTRACTOR,	LEA,
Speech and Language Development Center	Santa Ana Unified School District
Nonpublic School/Agency	
By:	By:
Signature Date	Signature Date
Dawn O'Connor, M.Ed. Director of Education/Principal	Tina Douglas Assistant Superintendent, Business Services
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:**
Dawn O'Connor, M.Ed. Director of Education/Principal	Tina Douglas Assistant Superintendent, Business Services
Name Speech and Language Development Center	Name and Title Santa Ana Unified School District
Nonpublic School/Agency/Related Service Provider 8699 Holder St.	LEA 1601 E Chestnut Avenue
Address Buena Park CA 90620	Address Santa Ana CA 92701
City State Zip 714-821-3620	City State Zip 714-558-5821
Phone Fax doconnor@sldc.net	Phone Fax
Email	Email

Additional LEA Notification
(Required if completed)

Doreen Lohnes Assistant Superintendent, Special Education/SELPA
Name and Title 1601 E. Chestnut Avenue
Address Santa Ana CA 92701
City State Zip 714-558-5832
Phone Fax doreen.lohnes@sausd.us
Email

EXHIBIT A: RATES

CONTRACTOR **Speech and Language Development Center** **CONTRACTOR NUMBER** **2017-2018**

(**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. Basic Education Program/Special Education Instruction	157.29	7/1/17-6/30/18
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-$61	Daily
	b. Transportation – One Way		
	c. Transportation – Dual Enrollment		
	d. Public Transportation		
	e. Parent*		
(2)	a. Educational Counseling – Individual	$97.42	Per hour
	b. Educational Counseling – Group of ____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual	$89.30	Per hour
	b. Adapted Physical Education – Group of ____		
	c. Adapted Physical Education – Group of ____		
(4)	a. Language and Speech Therapy – Individual	$101.47	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)	$19.50	Per hour
	b. Additional Instructional Assistant – Group of 2	$12.69	Per hour
	c. Additional Instructional Assistant – Group of 3	$10.66	Per hour
(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)	BCBA		
(12)	Residential Board and Care		
(13)	Residential Mental Health Services		

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

This agreement is effective on _____ or the date student begins attending a nonpublic school or begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2018, unless sooner terminated as provided in the Master Contract and by applicable law.

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

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

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

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

ESTIMATED MAXIMUM RELATED SERVICES COST $_____

SPECIALIZED EQUIPMENT/SUPPLIES _____$_____

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

4. Other Provisions/Attachments:

_____

_____

5. Progress Reporting Requirements: _____ Quarterly ____ Monthly ____ Other (Specify _____

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON

_____

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

-CONTRACTOR-	-LEA-
(Name of Nonpublic School/Agency)	(Name of LEA)
(Signature) (Date)	(Signature) (Date)
(Name and Title)	(Name of Superintendent or Authorized Designee)

AGENDA ITEM BACKUP SHEET
June 27, 2017

Board Meeting

TITLE: **Authorization to Award Independent Consultant Agreement to Cumming for Proposition 39 Energy Consulting Services**

ITEM: **Action**
SUBMITTED BY: **Orin L. Williams, Assistant Superintendent, Facilities and Governmental Relations**
PREPARED BY: **John Wysocki, Director, Building Services**

BACKGROUND INFORMATION:

The District is developing its Year-4 and Year-5 Energy Expenditure Plan (EEP) for Prop 39. Cumming has provided energy consulting services for the past 3 years which is included: energy auditing, analysis and related energy commission documents and submissions of the EEP.

ITEM SUMMARY:

- Award Independent Consultant Agreement. Cost $68,981.22
- Assist in developing the District's Energy Expenditure Plan (EEP).

RATIONALE:

The purpose of this agenda item is to seek Board approval to award Independent Consultant Agreement between SAUSD and Cumming to perform Proposition 39 services for the Year-4 and Year-5 Energy Expenditure Plan (EEP). This will include energy auditing (Ashrae Level 1 & 2), analysis of audit data, development of audit reports and related California Energy Commission documents, and submission of the EEP for funding.

The EEP will include 21 sites for auditing and identification of interior and exterior LED lighting, Energy Management Systems (EMS), and Heating Ventilation and Air Conditioning (HVAC). Projects would be funded through Prop 39 funding.

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

FUNDING:

Prop 39 Funds: $68,981.22

RECOMMENDATION:

Authorize staff to award Independent Consultant Agreement to Cumming for Proposition 39 Energy Consulting Services.

OW:JW:rb

Independent Contractor Agreement

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as "DISTRICT," and (**Cumming Construction Management, Inc., 130 Vantis Dr. #110, Aliso Viejo, CA 92656)** 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:***

Prop 39 services for the Year 4 and 5 Energy Expenditure Plan (EEP) that includes energy auditing (Level 1 and 2), analysis of audit data, development of audit reports and related CA energy commission documents, and submission of the EEP for funding. ASHRAE Level 2 auditing and identification of interior and exterior LED lighting retrofits and controls, revision of current audit report.

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

2. ***Term:*** CONTRACTOR shall commence providing services under this AGREEMENT on **7/1/2017** and will diligently perform as required and complete performance by **6/30/18.**

3. ***Compensation:*** DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **Sixty-Eight Thousand Nine Hundred Eighty-One Dollars Twenty-Two Cents ($68,981.22)**. 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. ***Invoices:*** CONTRACTOR will submit monthly invoices to the DISTRICT within 30 days of the services being rendered. The DISTRICT will only reimburse CONTRACTOR for approved services as outlined in section 1, ***Services to be provided by CONTRACTOR*** at the cost outlined in section 3, ***Compensation***.

8. ***Originality of Services:*** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with

this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

9. ***Copyright/Trademark/Patent:*** CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

(a) **No Current or Prior Conflict of Interest.** That CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this AGREEMENT.

(b) **Notice of Potential Conflict.** If any such actual or potential conflict of interest arises under this AGREEMENT, CONTRACTOR shall immediately inform the DISTRICT in writing of such conflict.

(c) **Termination for Material Conflict.** If, in the reasonable judgment of the DISTRICT, such conflict poses a material conflict to and with the performance of CONTRACTOR's obligations under this AGREEMENT, then the DISTRICT may terminate the AGREEMENT immediately upon written notice to CONTRACTOR; such termination of the AGREEMENT shall be effective upon the receipt of such notice by CONTRACTOR.

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

of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner. DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within **TEN (10)** days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the **TEN (10)** days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

12. ***Hold Harmless:*** CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

13. ***Insurance***: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of **ONE MILLION Dollars ($1,000,000)** per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

15. ***Compliance With Applicable Laws:*** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

16. ***Permits/Licenses:*** CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

17. ***Employment With Public Agency:***. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

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

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

20. ***Non Waiver:*** The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

21. ***Notice:*** All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:	CONTRACTOR:
Santa Ana Unified School District	**Cumming Construction Management, Inc.**
1601 E. Chestnut Ave	**130 Vantis Dr. #110**
Santa Ana, CA 92701	**Aliso Viejo, CA 92656**

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

23. ***Attorney Fees/Costs:*** Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

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

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

THIS AGREEMENT IS ENTERED INTO THIS 1ST DAY OF JULY, 2017.

DISTRICT:	CONTRACTOR:
By: _____	By: Christine E. Marez
Signature	Signature
Tina Douglas	Christine E. Marez
Printed Name	Printed Name
Assistant Superintendent, Business Services	Managing Director Energy
Title	Title
6/27/17	20-8782096
Board Approval Date	Social Security or Taxpayer Identification

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

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

AGENDA ITEM BACK UP SHEET
June 27, 2017

Board Meeting

TITLE: **Approval of Agreement with Baker Norwicki Design Studio for Architectural Services for Heninger K-8 Expansion Project at Santa Ana High School**

ITEM: **Action**
SUBMITTED BY: **Orin L. Williams, Assistant Superintendent, Facilities and Governmental Relations**
PREPARED BY: **Orin L. Williams, Assistant Superintendent, Facilities and Governmental Relations**

BACKGROUND INFORMATION:

Submitted for Board consideration is the staff recommendation for approval of agreement with Baker Nowicki Design Studio (BNDS) for architectural services for Heninger K-8 expansion project at Santa Ana High School (SAHS).

On February 15, 2017, the District solicited a Request for Qualifications for architectural services. Of the 37 applicants, 5 firms, including BNDS, were selected and approved by the Board on May 9, 2017 to be placed on the District's list of pre-approved architectural firms.

ITEM SUMMARY:

- Approve the agreement with Baker Nowicki Design Studio
- Contract Starts: June 28, 2017
- Contract Amount: $197,250.00

RATIONALE:

The Adult Transition Program is currently housed in a building at SAHS but is being relocated to Century High School. The vacated space will be repurposed to expand the adjacent to Heninger grade 7-8 classrooms. The space will be renovated to include two band/chorale rooms and potentially P.E. changing rooms, which requires Division of the State Architect (DSA) approval. BNDS is on the District's list of pre-approved architectural firms, Staff recommends award of contract to BNDS for design of the DSA plans based on their expertise with designing 21st century music rooms.

LCAP Goal 3.4: Support school and district operations to create welcoming and productive school environments.

FUNDING:

Ongoing and Major Maintenance Fund: $197,250.00

RECOMMENDATION:

Approve the agreement with Baker Nowicki Design Studio for architectural services for Heninger K-8 expansion project at Santa Ana High School.

OW:rb

ARCHITECTURAL SERVICES AGREEMENT

This AGREEMENT is made and entered into this 27th day of June in the year 2017 by and between the SANTA ANA UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT", and Baker Nowicki Design Studio, hereinafter referred to as "ARCHITECT." This AGREEMENT shall include all terms and conditions set forth herein. The DISTRICT and the ARCHITECT are sometimes referred to herein individually as a "PARTY" and collectively as the "PARTIES." This Agreement is made with reference to the following facts:

WHEREAS, DISTRICT desires to obtain architectural, engineering and other professional services, as described in this AGREEMENT, for the Architectural Services for the Heninger Music Rooms project at Santa Ana High School, hereinafter referred to as "PROJECT," located at various sites in the DISTRICT; and

WHEREAS, ARCHITECT understands that OPSC funding for this PROJECT is a condition precedent to the effectiveness of this AGREEMENT. If OPSC funding is not received for the PROJECT, this AGREEMENT is void except to the extent services have been rendered pursuant to written authorization by the DISTRICT's Board before such services are performed; and

WHEREAS, ARCHITECT is fully licensed to provide architectural services in conformity with the laws of the State of California;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I - ARCHITECT'S SERVICES AND RESPONSIBILITIES

1. The ARCHITECT's services shall consist of those services performed by the ARCHITECT, ARCHITECT's employees and ARCHITECT's consultants as enumerated in Articles II and III of this AGREEMENT.

2. The ARCHITECT's services, and the services to be performed by the ARCHITECT'S consultants and/or sub-consultants, shall be performed in strict compliance with the requirements and standards set froth in this AGREEMENT. If a requirement and/or standard is not expressly set forth in this AGREEMENT, then ARCHITECT's services and the services of the ARCHITECT's consultants and/or sub-consultants, shall be performed in a manner which is consistent with the professional skill and care of like professionals performing such services for school construction projects in the State of California and consistent with the orderly progress of the work for the Project. The ARCHITECT represents that he/she will follow these requirements and standards in performing all services under this AGREEMENT. Upon request of the DISTRICT, the ARCHITECT shall submit for the DISTRICT's approval a schedule for the performance of the ARCHITECT's services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT's review and for approval by authorities having jurisdiction over the

PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT.

3. The schematic design, design development and construction document services covered by this AGREEMENT shall be completed and submitted to the Division of the State Architect for review and approval on or before September 30, 2017.

ARTICLE II - SCOPE OF ARCHITECT'S SERVICES

1. The ARCHITECT's services include those described not only in this Article, but elsewhere throughout this AGREEMENT, and include structural, civil, mechanical and electrical engineering, landscape architecture services, and any other services necessary to produce a reasonably complete and accurate set of Construction Documents defined as including but not limited to the following: The agreement between DISTRICT and Contractor awarded the PROJECT ("Contractor"), general and supplementary conditions of the Contract between DISTRICT and Contractor, drawings, specifications, addenda and other documents listed in the Agreement, and modifications issued after execution of the DISTRICT and Contractor Contract.

2. The ARCHITECT shall assist the DISTRICT in obtaining required approvals from governmental agencies responsible for electrical, gas, water, sanitary or storm sewer, telephone, public utilities, as well as the Office of Public School Construction (OPSC), California Department of Education (CDE) and Division of the State Architect (DSA).

3. The ARCHITECT shall be responsible for determining the capacity of existing utilities, and/or for any design or documentation required to make points of connection to existing utility services that may be located on or off the PROJECT site and which are required for the PROJECT.

4. The ARCHITECT shall provide a PROJECT description which includes the DISTRICT's needs, program, and the requirements of the PROJECT before preparing preliminary designs for the PROJECT.

5. The ARCHITECT shall provide a written preliminary evaluation of the DISTRICT's PROJECT, schedule and construction budget requirements. Such evaluation shall include alternative approaches to design and construction of the PROJECT, evaluation and application of Educational specification requirements under Education Code Section 17251 and under Title 5 California Code of Regulations Section 14000 et seq.

6. The ARCHITECT shall provide planning surveys, site evaluations and comparative studies of prospective sites, buildings or locations.

7. The ARCHITECT shall attend regular PROJECT coordination meetings between the ARCHITECT, its Consultants, the DISTRICT's representative(s), and other Consultants of the DISTRICT during PROJECT development.

8. The ARCHITECT shall make revisions in Drawings, Specifications, the PROJECT Manual or other documents when such revisions are necessary due to the ARCHITECT's failure to comply with approvals or instructions previously given by DISTRICT, including revisions made necessary by adjustments in the DISTRICT's program or PROJECT Budget.

9. The ARCHITECT shall, upon District approval, provide additional services in accordance with Article III when required due to programmatic changes in the PROJECT including, but not limited to, size, quality, complexity, method of bidding or negotiating the contract for construction.

10. The ARCHITECT shall coordinate its services as necessary with the work of a construction manager or separate consultants retained by DISTRICT.

11. The ARCHITECT's services shall include estimates of construction costs as further described in Articles V and VI.

12. Reserved.

13. Reserved

14. The ARCHITECT shall provide services required for interior material, finish and color selections including signage. All other interior design services are addressed under Article III as an additional service.

15. Reserved.

16. The ARCHITECT shall cooperate and consult with DISTRICT in use and selection of manufactured items on the PROJECT, including, but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, and floor coverings. All such manufactured items shall be standardized to DISTRICT's criteria to the extent such criteria do not interfere with PROJECT design and are in compliance with the requirements of Public Contract Code §3400. ARCHITECT shall report to the DISTRICT any action needed to be taken by the DISTRICT's Governing Board to meet the requirements of Public Contract Code §3400 regarding any manufactured items the DISTRICT may want to use on a Project.

17. The ARCHITECT shall certify to the best of its information pursuant to 40 Code of Federal Regulations §763.99(a)(7), that no asbestos-containing material was specified as a building material in any construction document for the PROJECT and will ensure that contractors provide DISTRICT with a certification that all materials used in the construction of any school building are free from any asbestos-containing building materials ("ACBM's"). ARCHITECT shall include statements in specifications that materials containing asbestos are not to be included. This certification shall be part of the final PROJECT submittal.

18. The ARCHITECT shall consider operating or maintenance costs when selecting systems for the DISTRICT. The ARCHITECT shall utilize grants and outside funding sources

and work with the DISTRICT to utilize and consider funding from grants and alternative funding sources.

19. The ARCHITECT shall prepare for and make formal presentations to the Governing Board of DISTRICT, attend public hearings and other public meetings. In addition, ARCHITECT shall attend and assist in legal proceedings that arise from errors or omissions of the ARCHITECT.

20. The duties, responsibilities and limitations of authority of the ARCHITECT shall not be restricted, modified or extended without written agreement between the DISTRICT and ARCHITECT.

21. The ARCHITECT shall comply with all federal, state and local laws, rules, regulations and ordinances that are applicable to the PROJECT.

22. The ARCHITECT shall have access to the work at all times.

23. **Schematic Design Phase**

a. The ARCHITECT shall review the program furnished by the DISTRICT to ascertain the requirements of the PROJECT and shall review the understanding of such requirements with the DISTRICT.

b. The ARCHITECT shall prepare, for approval by the DISTRICT, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of PROJECT components. These documents shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations which are applicable to these documents. The ARCHITECT shall prepare the Schematic Design Documents to comply with the requirements of all governmental agencies having jurisdiction over the PROJECT, including but not limited to, the Office of Public School Construction (OPSC), California Department of Education (CDE), Division of the State Architect (DSA) and the local Fire Department.

c. The ARCHITECT shall prepare schematic design studies and site utilization plans leading to a recommended solution together with a general description of the PROJECT for approval by the DISTRICT.

d. If directed by the DISTRICT the project's documents shall be prepared so that portions of the work of the PROJECT may be performed under separate construction contracts, or so that the construction of certain buildings, facilities, or other portions of the PROJECT may be deferred. Alternate construction schemes made by the DISTRICT shall be provided as an additional service pursuant to Article III unless the alternate construction scheme arises out of the PROJECT exceeding the estimated Budget constraint as a result of the ARCHITECT's services under this AGREEMENT.

e. ARCHITECT shall submit a list of qualified engineers for the PROJECT for the DISTRICT's approval in conformance with Article XII. ARCHITECT shall ensure that each engineer places his or her name, seal and signature on all drawings and specifications prepared by said engineer.

f. The ARCHITECT shall conduct a visual review of existing conditions or facilities, for general conformance with existing drawings and will endeavor to prepare drawings for the Project that accurately reflect existing conditions and facilities.

g. The ARCHITECT shall perform Schematic Design Services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

h. The ARCHITECT shall submit to the DISTRICT a written estimate of the construction cost in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.

i. The ARCHITECT shall not proceed to do any work or perform any services for the Design Development Phase without first obtaining written approval from the DISTRICT of the Schematic Design Documents and Information.

24. **Design Development Phase (Preliminary Plans)**

a. Upon the ARCHITECT receiving written approval from the DISTRICT of the services set forth in Article II, paragraph 23, the ARCHITECT shall prepare Design Development Documents for approval by the DISTRICT. Such documents shall consist of site and floor plans, elevations, cross sections, and other documents necessary to depict the Design of PROJECT, and shall outline specifications to fix and illustrate the size, character and quality of the entire PROJECT as to the program requirements, landscapes, architecture, civil, structural, mechanical, and electrical systems, materials, and such other essentials as may be appropriate. The ARCHITECT shall prepare the Design Development Documents to comply with the requirements of all governmental agencies having jurisdiction over the PROJECT, including but not limited to, the Office of Public School Construction (OPSC), California Department of Education (CDE), Division of the State Architect (DSA) and the local Fire Department.

b. The ARCHITECT shall establish an estimated PROJECT Construction Cost.

c. The ARCHITECT shall perform Design Development Services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

d. The ARCHITECT shall not proceed to do any work or perform any services for the Construction Document Phase without first obtaining written approval from the DISTRICT of the Design Development Documents and Information.

25. **Construction Document Phase (Final Plans)**

a. Upon the ARCHITECT receiving written approval from the DISTRICT of the services set forth in Article II, paragraph 24, the ARCHITECT shall prepare, from the Design Development Documents approved by the DISTRICT, Construction Documents and specifications setting forth, in detail, the requirements for the construction of the entire PROJECT in conformity with all applicable governmental and code requirements, including but not limited to, the requirements of the OPSC, the DSA and the local Fire Department having jurisdiction over the PROJECT. The Construction Documents shall show all the work to be done, the materials, workmanship, finishes, and equipment required for the PROJECT.

b. The ARCHITECT shall prepare and file all documents required for and obtain the required approvals of all governmental agencies having jurisdiction over the PROJECT, including the OPSC, DSA, local Fire Department, City Design Review (DRC), County Health Department, Department of Public Works, and others which have jurisdiction over the PROJECT. The DISTRICT shall pay all fees required by such governmental authority. ARCHITECT shall, whenever feasible, establish beforehand the exact costs due to governmental agencies and submit this cost information to DISTRICT so payments may be prepared. ARCHITECT shall not charge a mark-up on costs associated with governmental agency fees when the ARCHITECT pays such fees for the DISTRICT.

c. The ARCHITECT shall immediately notify the DISTRICT of adjustments in previous estimates of the PROJECT Construction Cost arising from market fluctuations or approved changes in scope or requirements.

d. If the estimated PROJECT Construction Cost exceeds the Budget constraint, the ARCHITECT shall make all necessary design revisions at no cost to the DISTRICT to comply with the Budget and scope set by the DISTRICT in conformance with Articles V and VI, unless otherwise modified by written authorization of the DISTRICT.

26. **Bidding & Award Phase**

a. The ARCHITECT, following the DISTRICT's written approval of the Construction Documents and of the latest estimate of Construction Cost, shall assist the DISTRICT in obtaining bids and awarding the Contract for the construction of the PROJECT.

b. The ARCHITECT shall prepare all necessary bidding information and bidding forms required by the DISTRICT and shall assist the DISTRICT in preparing the Contractor's contract and general conditions, including providing, plans or specifications, which include a requirement that the Contractor provide operation manuals and adequate training for the DISTRICT in the operation of mechanical, electrical, heating, air

conditioning and other systems installed by the Contractor, all of which shall be part of the bid documents prepared by the ARCHITECT.

c. The ARCHITECT shall print and distribute necessary bidding information, general conditions of the contract, and supplementary general conditions of the contract, and shall assist the DISTRICT's legal advisor in the drafting of proposal and contract forms.

d. The ARCHITECT shall deposit a reproducible set of Construction Documents and specifications at a reprographics company specified by DISTRICT for the bid and for printing of additional sets of plans and specifications during the PROJECT. In addition,

e. If the lowest bid exceeds the Budget for the PROJECT, the ARCHITECT, in consultation with and at the direction of the DISTRICT, shall provide such modifications in the Construction Documents as necessary to bring the cost of the PROJECT within its Budget as set forth in Articles V and VI at no cost to the DISTRICT.

27. **Construction Phase**

a. The Construction Phase will commence with the award of the Construction Contract to Contractor.

b. The ARCHITECT shall reproduce five (5) sets of Construction (contract) Documents and all progress prints for the DISTRICT's and consultant's use at the ARCHITECT's expense. The remaining sets are to be provided as reimbursable expenses in conformance with Article XI.

c. The ARCHITECT shall provide technical direction to a full-time PROJECT inspector employed by and responsible to the DISTRICT as required by applicable law. The ARCHITECT shall advise the Contractor in the preparation of a marked set of prints indicating dimensioned location of buried utility lines (record drawings) which shall be forwarded to the DISTRICT upon completion of the PROJECT.

d. The ARCHITECT will endeavor to secure compliance by Contractor with the contract requirements, but does not guarantee the performance of Contractor's contracts.

e. The ARCHITECT shall provide general administration of the Construction Documents, including but not limited to periodic visits at the site as ARCHITECT deems necessary to render architectural observation which is distinguished from the continuous personal inspection of the PROJECT inspector (in no case shall the number of visits be less than once every week); make regular reports as may be required by governing agencies; keep the DISTRICT informed of the progress of construction; review schedules and shop drawings for compliance with design; approve substitution of materials, equipment, and the laboratory reports thereof subject to DISTRICT knowledge

and approval; maintain construction accounts; prepare change orders for written approval of the DISTRICT; examine Contractor's applications for payment and issue certificates for payment in amounts approved by the ARCHITECT and DISTRICT; provide a color schedule of all materials in the PROJECT for DISTRICT's review and approval; determine date of completion of the PROJECT; prepare a final punchlist and estimate the value of each item appearing thereon; make final punch-list inspection of the PROJECT; assemble and deliver to the DISTRICT written guarantees, instruction books, diagrams, and charts required of the Contractor; and issue the ARCHITECT's certificate of completion and final certificate for payment.

f. The ARCHITECT, as part of his basic services, shall advise the DISTRICT of any deficiencies in construction following the acceptance of the work and before the expiration of the guarantee period of the PROJECT.

g. The ARCHITECT shall be the interpreter of the requirements of the Construction Documents and advise the DISTRICT as to the performance by the Contractor thereunder.

h. The ARCHITECT shall make recommendations to the DISTRICT on claims relating to the execution and progress of the work and all matters and questions relating thereto. The ARCHITECT's recommendations in matters relating to artistic effect shall be consistent with the intent of the Construction Documents.

i. The ARCHITECT shall advise the DISTRICT to reject work which does not conform to the Construction Documents. The ARCHITECT shall promptly inform the DISTRICT, whenever, in the ARCHITECT's opinion, it may be necessary, to stop the work to avoid the improper performance of the AGREEMENT. The ARCHITECT has authority to require additional inspection or testing of the work in accordance with the provisions of the Construction Documents, whether work is fabricated, installed or completed.

j. The ARCHITECT shall not issue orders to the Contractor that might commit the DISTRICT to extra expenses or otherwise amend the Construction Documents without first obtaining the written approval of the DISTRICT.

k. The ARCHITECT shall act at all times in the best interest of the DISTRICT and shall administer, on behalf of the DISTRICT, the construction contract between the DISTRICT and the Contractor. The ARCHITECT does not have authority to issue change orders or to bind the DISTRICT to any changes to the Construction Documents that would result in an increase in the original contract time or amount. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this AGREEMENT, unless otherwise modified in writing.

l. Reserved.

m. The ARCHITECT shall review and certify the amounts due the Contractor. The ARCHITECT's certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT's observations and inspections at the site, that the work has progressed to the level certified, that quality of the work is in accordance with the Construction Documents and that the Contractor is entitled to payment in the amount certified.

n. The ARCHITECT shall review and approve or take other appropriate action upon Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the Construction Documents. The ARCHITECT's action shall not delay the work, but should allow for sufficient time in the ARCHITECT's professional judgment to permit adequate review.

o. The ARCHITECT shall prepare proposed change orders with supporting documentation and data for the DISTRICT's review and approval in accordance with the Construction Documents, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The ARCHITECT shall evaluate and make written recommendations regarding Contractor's proposals for possible change orders. ARCHITECT shall, at ARCHITECT's expense, prepare a set of reproducible record drawings showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the ARCHITECT.

p. The ARCHITECT shall inspect the PROJECT to determine the date or dates of final completion, receive and forward to the DISTRICT for the DISTRICT's review all written warranties and related documents required by the Construction Documents and issue a final certificate for payment upon Contractor compliance with the requirements of the Construction Documents.

q. The ARCHITECT shall provide written evaluation of the performance of the Contractor under the requirements of the Construction Documents when requested in writing by the DISTRICT.

r. The ARCHITECT shall provide services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to drawings, specifications and other documentation resulting therefrom.

s. The ARCHITECT shall be responsible for gathering information and processing forms required by applicable governing authorities, such as building departments, local Fire Departments, OPSC, and DSA, in a timely manner and ensure proper PROJECT close-out.

t. The ARCHITECT shall evaluate and render written recommendations, within a reasonable time on all claims, disputes or other matters at issue between the DISTRICT and Contractor relating to the execution or progress of the work as provided

in the construction contract. Under no circumstances should this evaluation take longer than 20 calendar days from the date the claim is received by ARCHITECT.

u. The ARCHITECT shall prepare and maintain throughout the project all as-built conditions at no additional cost.

v. Before start of construction, the following two documents are required:

(i) Contract Information Form DSA-102.

(ii) Inspector Qualification Record Form DSA-5 should be submitted 10 days before the time of starting construction.

28. **Project Close-Out**

a. The ARCHITECT shall assure delivery of all documents required of the architect of record by the Division of the State Architect before issuance of a "Certificate of Completion".

b. During the period the PROJECT is under construction the following documents are required:

1. Reserved.

2. Reserved.

3. Final Punch List with estimated values of each item on the Final Punch List.

4. List of all Contract Related Documents (e.g., warranties, waivers and releases, Owner and Operator Manuals, etc., etc.) required to be supplied by and/or through the Contractor.

c. Upon completion of construction of the PROJECT, the following reports are required:

1. Copy of the Notice of Completion.

2. Final Verified Report Form DSA-6A/E certifying all work is 100% complete from the ARCHITECT, Structural Engineer, Mechanical Engineer and Electrical Engineer.

3. Reserved.

4. Reserved.

5. Reserved.

6. Copies of the signature page of all Addenda as approved by DSA.

7. Copies of the signature pages of all Deferred Approvals as approved by DSA.

8. Copies of the signature page of all Change Orders as approved by DSA.

9. Reserved.

10. Reserved.

11. The latest as-built plans with accurate and complete redlines and notes in the following format. If the DISTRICT does not agree with the accuracy of the as-built plans, the ARCHITECT shall revise the as-built plans at no additional cost.

    (i) Full-size set of plans

    (ii) CADD, Revit, or other format agreed to by the DISTRICT

ARTICLE III - ADDITIONAL ARCHITECT'S SERVICES

1. Whenever ARCHITECT believes that additional services are required that are caused by circumstances beyond the ARCHITECT's control, the ARCHITECT shall immediately notify the DISTRICT in writing of the need for such additional services. ARCHITECT shall not perform any additional services without first obtaining written authorization from the DISTRICT's Board. Compensation for such services shall be negotiated, and a mutually agreed to lump sum amount ascertained and approved in writing by the DISTRICT's Board, before any such additional services are performed. If a mutually agreed to lump sum is not agreed to, then upon receiving written authorization from the DISTRICT's Board, the ARCHITECT shall perform such additional services on a time and material basis at the rates agreed to and set forth of Exhibit "B". The hourly rates set forth on Exhibit "B" shall be held firm for the life of this Agreement. Such additional services may include:

a. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of the Construction Documents.

b. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with Change Orders required by causes beyond the control of the ARCHITECT which are not the result of the direct or indirect negligence, errors or omissions on the part of ARCHITECT.

c. Providing consultation concerning replacement of work damaged by fire and furnishing services required in connection with the replacement of such work.

d. Providing services made necessary by the default of the Contractor, which does not arise directly or indirectly from negligence, errors or omissions of ARCHITECT.

e. If the DISTRICT requests the PROJECT be let on a segregated basis where segregation does not arise from ARCHITECT exceeding the estimated budget constraint, then plan preparation and/or contract administration work to prepare the segregated plans is an extra service subject to prior negotiation and DISTRICT approval.

f. Providing contract administration services after the construction contract time has been exceeded through no fault of the ARCHITECT, Payment of the ARCHITECT shall be made from collected liquidated damages.

g. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted architectural practice.

2. If authorized in writing by the DISTRICT's Board, ARCHITECT shall provide one or more PROJECT Representatives to assist in carrying out more extensive representation at the site than is described in Article II. The PROJECT Representative(s) shall be selected, employed and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefore as agreed by the DISTRICT and ARCHITECT. Through the observations of such PROJECT Representative(s), the ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such PROJECT representation shall not modify the rights, responsibilities or obligations of the ARCHITECT as described elsewhere in this AGREEMENT. Such services shall be negotiated and approved in writing by the DISTRICT

ARTICLE IV - DISTRICT'S RESPONSIBILITIES

1. The DISTRICT shall provide to the ARCHITECT information regarding requirements for the PROJECT, including information regarding the DISTRICT's objectives, schedule, budget constraints as well as any other criteria provided by the DISTRICT.

2. Before the Schematic Design Phase, the ARCHITECT shall prepare a current overall budget for the PROJECT, including the construction cost for the PROJECT. The budget shall be based upon the DISTRICT's objectives, schedule, budget constraints and any other

criteria that are provided to the ARCHITECT pursuant to Article IV, Paragraph 1 above. The DISTRICT shall approve the budget prepared by the ARCHITECT pursuant to this Paragraph and this shall be the "Budget" for the PROJECT as set forth in this AGREEMENT.

3. The DISTRICT shall notify the ARCHITECT of administrative procedures required and name a representative authorized to act on its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the PROJECT. The DISTRICT shall observe the procedure of issuing any orders to Contractors only through the ARCHITECT.

4. The DISTRICT shall give prompt written notice to the ARCHITECT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the Construction Documents. However, the DISTRICT's failure or omission to do so shall not relieve the ARCHITECT of ARCHITECT's responsibilities under Title 21, Title 24, and the Field Act hereunder. The DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.

5. The proposed language of certifications requested of the ARCHITECT or ARCHITECT's consultants shall be submitted to the ARCHITECT for review and approval at least fourteen (14) days before execution.

ARTICLE V - COST OF CONSTRUCTION

1. During the Schematic Design, Design Development and Construction Document Phases, Construction Cost ("Construction Cost") shall be reconciled against the DISTRICT's Budget for the PROJECT.

2. PROJECT Construction Cost as used in this AGREEMENT means the total cost to the DISTRICT of all work designed or specified by the ARCHITECT, including work covered by approved change orders and/or alternates approved by the DISTRICT, but excluding the following: Any payments to ARCHITECT or consultants, for costs of inspections, surveys, tests, and landscaping not included in PROJECT.

3. When labor or material is furnished by the DISTRICT below its market cost, the Construction Cost shall be based upon current market cost of labor and new material.

4. The Construction Cost shall be the acceptable estimate of construction costs to the DISTRICT as submitted by the ARCHITECT until such time as bids have been received, whereupon it shall be the bid amount of the lowest responsible responsive bidder.

5. Any Budget or fixed limit of construction cost shall be adjusted if the bidding has not commenced within ninety (90) days after the ARCHITECT submits the Construction Documents to the DISTRICT, to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the DISTRICT and the date on which bids are sought for the PROJECT.

6. If the lowest bid received exceeds the Budget:

a. The DISTRICT may give written approval of an increase of such fixed limit;

b. The DISTRICT may authorize rebidding of the PROJECT within a reasonable time;

c. If the PROJECT is abandoned, the DISTRICT may terminate this AGREEMENT in accordance with Article VIII, Paragraph 2;

d. The DISTRICT may request the ARCHITECT prepare, at no additional cost, deductive change packages that will bring the PROJECT within the Budget; or

e. The DISTRICT may request the ARCHITECT cooperate in revising the PROJECT scope and quality as required to reduce the construction cost.

7. If the DISTRICT chooses to proceed under Article V, paragraph 6(e), the ARCHITECT, without additional charge, agrees to redesign until the PROJECT is brought within the Budget set forth in this AGREEMENT. Redesign does not mean phasing or removal of parts of the PROJECT unless agreed in writing by the DISTRICT. Redesign means redesign of the PROJECT with all its component parts to meet the Budget set forth in this AGREEMENT.

ARTICLE VI - ESTIMATE OF PROJECT CONSTRUCTION COSTS

1. Estimates referred to in Article II shall be prepared on a square foot/unit costs basis, or more detailed computation if deemed necessary by the DISTRICT, considering prevailing construction costs and including all work for which bids will be received. It is understood that the PROJECT Construction Cost is affected by the labor and/or material market as well as other conditions beyond the control of the ARCHITECT or DISTRICT.

2. The ARCHITECT shall review the estimate at each phase of the ARCHITECT's services. The ARCHITECT shall provide the DISTRICT with a written evaluation of the estimate at each phase of the ARCHITECT's services. The ARCHITECT's written evaluations shall, among other things, evaluate how the estimates compare to the Budget. If such estimates are in excess of the Budget, the ARCHITECT shall revise the type or quality of construction to come within the budgeted limit at no additional cost to the DISTRICT. ARCHITECT's initial budget and scope limitations shall be realistic and be reviewed with the DISTRICT before formalization.

3. The ARCHITECT, upon request of the DISTRICT, shall prepare a detailed estimate of construction costs at no additional cost.

ARTICLE VII - ARCHITECT'S DRAWINGS AND SPECIFICATIONS

1. All documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by the ARCHITECT or the ARCHITECT's Consultants for this PROJECT, shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316 for the purposes of repair, maintenance, renovation, modernization or other purposes as they relate to the PROJECT. The DISTRICT, however, shall not be precluded from using the ARCHITECT's or ARCHITECT's Consultant's documents enumerated above for the purposes of additions, alignments or other development on the PROJECT site.

2. If DISTRICT intends to reuse ARCHITECT's plans, specifications or other documents for a project or projects other than that which is the subject of this AGREEMENT, and for which the ARCHITECT is not the architect of record, a fee of three percent (3%) of the Construction Costs shall be paid to the ARCHITECT for such reuse. In the event of such reuse or modification of the ARCHITECT's drawings, specification or other documents by any person, firm or legal entity, the DISTRICT agrees to indemnify, defend and hold the ARCHITECT harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorney's fees, accruing to or resulting from any and all persons, firms, or any other legal entity, on account of any damage or loss to property or persons, including, but not limited to, death, arising out of such use, reuse or modification of the ARCHITECT's drawing, specifications or other documents. The DISTRICT further agrees to remove the names and seals of the ARCHITECT and the ARCHITECT's Consultants from the title block and signature pages. The DISTRICT, however, may use the ARCHITECT's plans and documents as enumerated in this Article as reference documents for the purposes of additions, alignments or other development on the PROJECT site. Before reuse of the ARCHITECT's documents, the DISTRICT agrees to notify the ARCHITECT in writing of such reuse.

ARTICLE VIII - TERMINATION

1. This AGREEMENT may be terminated by either party upon fourteen (14) days written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of ARCHITECT, or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the ARCHITECT for Board approved additional services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the ARCHITECT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased

consultant and replacement architect costs shall be deducted from payments otherwise due and owing to the ARCHITECT. ARCHITECT shall remain responsible and liable for any and all costs not reimbursed after a deduction of money from such payments.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article VIII, Paragraph 4 below, and ARCHITECT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by ARCHITECT.

4. This AGREEMENT may be terminated without cause by DISTRICT for convenience upon fourteen (14) days written notice to the ARCHITECT. In the event of a termination without cause for convenience, the DISTRICT shall pay to the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the ARCHITECT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the ARCHITECT. In addition, ARCHITECT will be reimbursed for reasonable termination costs through the payment of 3% beyond the sum due the ARCHITECT under this paragraph through 50% completion of the ARCHITECT's portion of the PROJECT and if 50% completion is reached, payment of 3% of the unpaid balance of the contract to ARCHITECT as termination cost. This 3% payment is agreed to compensate the ARCHITECT for the unpaid profit ARCHITECT would have made under the PROJECT on the date of termination and is consideration for entry into this termination for convenience clause. ARCHITECT represents and acknowledges that the money paid to ARCHITECT as set forth in this Article 8, paragraph 4 constitutes the sole and exclusive money, compensation and damages payable to ARCHITECT from the DISTRICT and/or recoverable by ARCHITECT against the DISTRICT as a result of a termination for convenience. The operation of this paragraph shall be construed as a liquidated damage provision running in favor of the DISTRICT and against the ARCHITECT.

5. In the event of a dispute between the parties as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, ARCHITECT agrees to continue the work diligently to completion. If the dispute is not resolved, ARCHITECT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but ARCHITECT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before.

ARTICLE IX - ACCOUNTING RECORDS OF THE ARCHITECT

1. Records of the ARCHITECT's direct personnel and reimbursable expense pertaining to the extra services of this PROJECT and records of accounts between the DISTRICT and Contractor shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or its authorized representative at mutually convenient times.

ARTICLE X - COMPENSATION TO THE ARCHITECT

The DISTRICT shall compensate the ARCHITECT as follows:

1. ARCHITECT change orders fees are paid as approved by the District Board. If a change order is approved without ARCHITECT fee, no fee will be paid to the ARCHITECT unless negotiated before commencing change order work.

2. Payment to the ARCHITECT will be as set forth on Attachment "A".

3. To the extent that the time initially established for the completion of ARCHITECT's services is exceeded or extended through no fault of the ARCHITECT, compensation for any services rendered during the additional period of time shall be negotiated and subject to prior approval by DISTRICT Board. Assessment and collection of liquidated damages from the Contractor is a condition precedent to payment for extra services arising from Contractor caused delays.

4. Expenses incurred by the ARCHITECT and ARCHITECT's employees and consultants in the interest of the PROJECT shall have prior DISTRICT written approval before they are incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT's review.

ARTICLE XI - REIMBURSABLE EXPENSES

1. Reimbursable expenses are in addition to compensation for basic services and additional services, and shall be paid to the ARCHITECT at one and one-tenth (1.1) times the expenses incurred by the ARCHITECT, the ARCHITECT's employees and consultants for the following specified items:

   a. Approved reproduction of drawings and specifications in excess of the copies provided by this AGREEMENT which includes sets of construction documents and all progress prints.

   b. Fees advanced for securing approval of authorities having jurisdiction over the PROJECT.

2. Reimbursable expenses are estimated to be as set forth on Attachment "A", and this amount shall not be exceeded without the prior written approval of the DISTRICT.

3. Reimbursement for fees and other expenses, except for construction administration services associated with delay caused solely by the Contractor, shall be made to the ARCHITECT as incurred. Reimbursable expenses shall not include:

a. Travel expenses;
b. Check prints;
c. Prints or plans or specifications made for ARCHITECT's consultants and all progress prints;
d. Preliminary plans and specifications;
e. ARCHITECT's consultants' reimbursables.
f. Models or mock-ups
g. Meetings with Cities, planning officials, fire departments, the DSA, State Allocation Board or other public agencies.

ARTICLE XII - EMPLOYEES AND CONSULTANTS

1. The ARCHITECT, as part of the ARCHITECT's basic professional services, shall furnish the necessary services of landscape architects, structural, mechanical, electrical, civil and traffic engineers to complete the PROJECT. All consultant services shall be provided at the ARCHITECT's sole expense.

2. The ARCHITECT shall submit, for written approval by the DISTRICT, the names of the consultant firms proposed for the PROJECT. Nothing in this AGREEMENT shall create any contractual relation between the DISTRICT and any Consultants employed by the ARCHITECTS under the terms of this AGREEMENT.

3. ARCHITECT's consultants shall be licensed to practice in California and have relevant experience with California school design and construction during the last five years. If any employee or consultant of the ARCHITECT is not acceptable to the DISTRICT, then that individual shall be replaced with an acceptable competent person at the DISTRICT's request.

4. The construction administrator or field representative assigned to this PROJECT by ARCHITECT shall be licensed as a California Architect and able to make critical PROJECT decisions in a timely manner and shall be readily available and provide by phone, facsimile and through correspondence, design direction and decisions when the construction administrator is not at the site.

ARTICLE XIII - MISCELLANEOUS

1. The ARCHITECT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, ARCHITECT and Contractor during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a copy of such record to the DISTRICT.

2. To the fullest extent permitted by law, ARCHITECT agrees to indemnify and hold DISTRICT harmless from all liability arising out of:

a. Workers Compensation and Employers Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to ARCHITECT's employees or ARCHITECT's subcontractor's employees arising out of ARCHITECT's work under this AGREEMENT;

b. General Liability. Liability arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT for damages related to (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the ARCHITECT or the DISTRICT, or any person, firm or corporation employed by the ARCHITECT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent Architects who are directly employed by the DISTRICT;

c. Professional Liability. Liability arising out of, pertaining to, or relating to the professional negligence, recklessness, or willful misconduct of the ARCHITECT which the ARCHITECT shall indemnify and hold the DISTRICT entirely harmless from including any loss, injury to, death of persons or damage to property caused by any act, neglect, default or omission of the ARCHITECT, or any person, firm or corporation employed by the ARCHITECT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by sole or active negligence, or willful misconduct of the DISTRICT.

d. The ARCHITECT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings, arising out of Article XIII, Paragraphs 2(a) and (b) above, that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

3. ARCHITECT shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect ARCHITECT and DISTRICT from claims which may arise out of or result from ARCHITECT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. The ARCHITECT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS ($1,000,000).

b. Commercial general and auto liability insurance with limits of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Owned, non-owned and hired vehicles;
2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and
5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of not less than ONE MILLION DOLLARS ($1,000,000) per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Valuable Document Insurance. The ARCHITECT shall carry adequate insurance on all drawings and specifications as may be required to protect the DISTRICT in the amount of its full equity in those drawings and specifications, and shall file with the DISTRICT a certificate of that insurance. The cost of that insurance shall be paid by the ARCHITECT, and the DISTRICT shall be named as an additional insured.

e. Each policy of insurance required in b. above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT before cancellation; and, shall waive all rights of subrogation. ARCHITECT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Before commencing work, ARCHITECT shall deliver to DISTRICT certificates of insurance as

evidence of compliance with the requirements herein. In the event ARCHITECT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of ARCHITECT, and in such event ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.

f. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article XIII 3(a)(b)(c)(d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than $500,000 per occurrence.

g. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

4. ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. ARCHITECT understands and agrees that ARCHITECT and all of ARCHITECT's 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 Worker's Compensation. ARCHITECT assumes the full responsibility for the acts and/or omissions of ARCHITECT's employees or agents as they relate to the services to be provided under this AGREEMENT. ARCHITECT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective ARCHITECT's employees.

5. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or ARCHITECT.

6. The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. ARCHITECT shall not assign this AGREEMENT.

7. This AGREEMENT shall be governed by the laws of the State of California.

8. Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and ARCHITECT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the ARCHITECT.

9. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this AGREEMENT.

The parties, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

ARCHITECT:	DISTRICT:
_____	Santa Ana Unified School District
By: Jon Alan Baker, FAIA, LEED AP	By: _____
Partner Ca Lic. #C14513	_____

ATTACHMENT "A"

ARCHITECT'S FEE SCHEDULE

Schematic Design	$29,588
Design Development	$29,588
Construction Documents	$69,038
Agency Approvals	$9,863
Bidding	$9,863
Construction Admin	$49,313
Reimburseables	$5,000
TOTAL	**$202,250**

ATTACHMENT "B"

SCOPE OF WORK

1. The existing Adult Transition Program will relocate to Century HS for the Fall 2017 school year.
2. The vacated spaces will be renovated to accommodate the instrumental and choral music programs for Heninger K-8 school.
3. Preliminary program indicated the need for instructional and practice apses as well as storage and office areas to support the music program.
4. Modification to existing HVASC and electrical systems to accommodate revised floor plan and uses.
5. Minor structural modifications to accommodate new floor plan layout.
6. Up-grades to existing student and staff toilets as required for ADA compliance.
7. Path of travel up-grades as required for ADA compliance.
8. Electrical design to include design for power, lighting (interior and exterior), fire alarm, data networking, telephone, intrusion, IP intercom/clock, and Security.
9. Data network (LAN) system design and voice system will include design of the cable infrastructure, patch panels, racks, UPS and outlets.
10. Acoustical analysis to address room acoustical performance, sound isolation of noise sources and adjacent uses.

AGENDA ITEM BACK UP SHEET
June 27, 2017

Board Meeting

TITLE: **Approval of Agreement with Baker Nowicki Design Studio for the District-Wide Facilities Master Plan and Needs Assessment**

ITEM: **Action**
SUBMITTED BY: **Orin L. Williams, Assistant Superintendent, Facilities and Governmental Relations**
PREPARED BY: **Orin L. Williams, Assistant Superintendent, Facilities and Governmental Relations**

BACKGROUND INFORMATION:

Submitted for Board consideration is the staff recommendation for approval of agreement with Baker Nowicki Design Studio (BNDS) for preparation of the District-wide Facilities Master Plan and Needs Assessment.

On February 15, 2017, the District solicited a Request for Qualifications for architectural services. Of the 37 applicants, 5 firms, including BNDS, were selected and approved by the Board on May 9, 2017 to be placed on the District's list of pre-approved architectural firms.

ITEM SUMMARY:

- Approval of the agreement with Baker Nowicki Design Studio
- Contract Starts: June 28, 2017
- Contract Amount: Not to exceed $370,000

RATIONALE:

As discussed at the May 1, 2017 Special Board Meeting, the District has remaining facilities needs in excess of $500 million. The purpose of the plan is to provide a fact-based and data-driven report for the Board and staff to make decisions related to District educational facilities that best serve the needs of all students. The preparation of a District-wide Facilities Master Plan and Needs Assessment would allow the District to identify and assess the condition of, and prioritize needs for all facilities across the District. The plan would analyze safety issues, code compliance, and enhancements needed to ensure the highest quality 21st century learning environments are provided to all District students. Staff recommends award of contract to BNDS for preparation of a District-wide Facilities Master Plan and Needs Assessment based on their expertise and track record of preparing master plans. BNDS is on the District's list of pre-approved architectural firms.

LCAP Goal 3.4: Support school and district operations to create welcoming and productive school environments.

FUNDING:

Measure G Fund: Not to exceed $375,000

RECOMMENDATION:

Approve the agreement with Baker Nowicki Design Studio for architectural services for preparation of a District-wide Facilities Master Plan and Needs Assessment.

OW:rb

Independent Contractor Agreement

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as "DISTRICT," and (**Baker Nowicki Design Studio, 731 Ninth Avenue Suite A, San Diego, CA 92101)** 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:***
   - Development of a long-term master plan for each of the District's campuses that addresses the programmatic, operational and maintenance needs identified.
   - Incorporation of the teaching and learning strategies for all schools and grade levels as outlined in the District-Wide Educational Specifications dated March 2016.
   - Final campus master plans for incorporation of needed infrastructure and facility up-grades as outlined in the District-Wide Facilities Master Plan dated 2016.
   - Analysis and documentation for the renovation, modernization, expansion and reconfiguration of each campus as required to address the needs identified in the above documents and the Superintendent's Facility Improvement Advisory Committee.
   - Development of scope, design, and estimated cost for implementation of each campus master plan to support the District's proposed 2018 GO bond measure.

PLANNING COMMITTEE STRUCTURE

Executive Oversight Committee – Composed of District leadership, this group would oversee the planning effort from beginning to end. They would approve final overall planning decisions and scope of improvements for each campus.

Campus Planning Committee – Composed of individual site administration, instruction, M&O and community representatives, this group will validate identified program and facility needs for individual campuses.

Data Collection – Review of existing:

- Existing campus as-built documents, reports and available documents.
- Campus utilization documents & maps
- Current and projected enrollment report
- Existing District-Wide Educational Specifications dated March 2016
- Existing facility assessment master plan dated 2016

Program Confirmation – The District has recently completed its District-wide educational specifications which includes important programming information. The following process with be implemented to confirm the requirements identified in this document:

- Review meeting with the site principal, key staff and representatives.
- Validation of program needs with the educational and administrative leadership of each campus.
- Review of current campus facility utilization.
- Review of current and projected enrollments, loading standards and grade level configuration.

Facility Condition Confirmation – The District has recently completed a comprehensive assessment of each campus which provides data regarding facility needs. The following process with be implemented to confirm the requirements identified in this document:

- Review meeting with each school principal and M&O staff
- Validate site and facility condition assessment with M&O staff on each campus.
- Site visit to make visual observations of existing conditions.

Campus Site Planning – Assembly of all relevant data, programming and facility needs into a final campus master plan illustrating the scope of work needed and the solutions identified to respond to those needs.

Building Plan Development – Conceptual planning of new facilities and reconfiguration/modernization of existing facilities illustrating the scope of work needed and the solutions identified to respond to those needs.

Conceptual Cost Estimating – Development of a conceptual estimate of probable construction and development costs for each campus masterplan. This will include projected costs for building and site development based on current market costs projected to an estimated time of construction to be identified by the District. Soft costs will be included based on the District's historical data to provide an overall projected Project Cost Budget for each camp

Documentation and Deliverables – Development final graphic exhibits for each campus illustrating the analysis of relevant conditions and proposed master campus development plan to implement the needed improvements. (sample exhibit attached).

Public Awareness – Following preparation of the final master plan for each campus, BNds will conduct a community awareness meeting for each high school attendance to share the planning analysis and proposed solutions with community representations within each HS attendance area.

Additional methods of communication such as internet-based website to share findings with the community at large can be addressed as additional services as the District's public communication strategy is confirmed.

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

2. ***Term:*** CONTRACTOR shall commence providing services under this AGREEMENT on **6/28/2017** and will diligently perform as required and complete performance by **4/30/2018.**

3. ***Compensation:*** DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Seven Hundred Forty-Four Thousand Five Hundred Dollars ($744,500). 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: reproduction. postage and shipment of drawings, specifications and other documents for agency approval, travel to the District, school sites and Sacramento as requested.

5. ***Independent Contractor:*** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

6. ***Materials:*** CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: N/A.
CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

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

8. ***Originality of Services:*** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

9. ***Copyright/Trademark/Patent:*** CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

(a) **No Current or Prior Conflict of Interest.** That CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this AGREEMENT.

(b) **Notice of Potential Conflict.** If any such actual or potential conflict of interest arises under this AGREEMENT, CONTRACTOR shall immediately inform the DISTRICT in writing of such conflict.

(c) **Termination for Material Conflict.** If, in the reasonable judgment of the DISTRICT, such conflict poses a material conflict to and with the performance of CONTRACTOR's obligations

under this AGREEMENT, then the DISTRICT may terminate the AGREEMENT immediately upon written notice to CONTRACTOR; such termination of the AGREEMENT shall be effective upon the receipt of such notice by CONTRACTOR.

11. ***Termination:*** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner. DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within **TEN (10)** days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the **TEN (10)** days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

12. ***Hold Harmless:*** CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

13. ***Insurance***: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of **ONE MILLION Dollars ($1,000,000)** per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

15. ***Compliance With Applicable Laws:*** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

16. ***Permits/Licenses:*** CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

17. ***Employment With Public Agency:***. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

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

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

20. ***Non Waiver:*** The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

21. ***Notice:*** All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:	CONTRACTOR:
Santa Ana Unified School District	**Baker Nowicki Design Studio**
1601 E. Chestnut Ave	**731 Ninth Avenue Suite A**
Santa Ana, CA 92701	**San Diego, CA 92101**

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

23. ***Attorney Fees/Costs:*** Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

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

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

- Exhibit A – Hourly Rate Schedule

THIS AGREEMENT IS ENTERED INTO THIS 28TH DAY OF JUNE, 2017.

DISTRICT:	CONTRACTOR:
By: _____	By: _____
Signature	Signature
Tina Douglas	Jon Alan Baker, FAIA, LEED AP
Printed Name	Printed Name Ca Lic. #C14513
Assistant Superintendent, Business Services	
Title	Partner Title
	45-0784231
Board Approval Date	Social Security or Taxpayer Identification

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

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

BakerNowicki
design studio

EXHIBIT A

Hourly Rate Schedule
Effective Jun 1, 2017

Job Title	Hourly Rate
Partner	$ 250.00
Principal	$ 200.00
Project Architect	$ 150.00
Project Manager	$ 150.00
Job Captain	$ 125.00
Draftsperson	$ 100.00
Design Assistant	$ 85.00
Clerical	$ 80.00

Note: Rates are subject to change 1/1/2018.

731 Ninth Avenue, Suite A
San Diego, CA 92101

619.795.2450
www.bndesignstudio.com

AGENDA ITEM BACK UP SHEET
June 27, 2017

Board Meeting

TITLE: **Approve the Agreement with Baker Nowicki Design Studio to Provide Architectural Services for the Career Technical Education Digital Media Arts Project at Santa Ana High School**

ITEM: **Action**
SUBMITTED BY: **Orin L. Williams, Assistant Superintendent, Facilities and Governmental Relations**
PREPARED BY: **Orin L. Williams, Assistant Superintendent, Facilities and Governmental Relations**

BACKGROUND INFORMATION:

Submitted for Board consideration is the staff recommendation for approval of agreement with Baker Nowicki Design Studio (BNDS) to provide architectural services for the Digital Media Arts Project at Santa Ana High School (SAHS).

On February 15, 2017, the District solicited a Request for Qualifications for architectural services. Of the 37 applicants, 5 firms, including BNDS, were selected and approved by the Board on May 9, 2017 to be placed on the District's list of pre-approved architectural firms.

ITEM SUMMARY:

- Approve the agreement with BNDS for design improvements associated with CTE digital media arts labs at SAHS
- Contract start date: June 28, 2017
- Contract amount: Not to exceed $200,000.00

RATIONALE:

The District has Career Technical Education (CTE) State grant funds that expire in June 2019. The CTE funds are proposed for new digital media arts labs at SAHS. The proposed improvements include renovating existing space with a sound studio, green room, and recording labs, which would require architectural plans and Division of the State Architect (DSA) approval. Staff recommends authorization to award a contract to BNDS for the design of the site improvements and DSA plans. From the pre-approved firms, BNDS was selected for this project based on their extensive experience with CTE projects.

The CTE grant funds cannot be used to pay for new construction, such as electrical, walls, and structural changes; therefore, District capital facilities dollars are needed to support a large portion of these facility improvements.

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

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:

2016 Lease Purchase - Fund 40:	$150,000.00
CTE Grant Fund:	$ 50,000.00
Total:	$200,000.00

RECOMMENDATION:

Approve the agreement with Baker Nowicki Design Studio to provide architectural services for the Career Technical Education Digital Media Arts Project at Santa Ana High School.

TD:OW:rb

ARCHITECTURAL SERVICES AGREEMENT

This AGREEMENT is made and entered into this 27th day of June in the year 2017 by and between the SANTA ANA UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT", and Baker Nowicki Design Studio, hereinafter referred to as "ARCHITECT." This AGREEMENT shall include all terms and conditions set forth herein. The DISTRICT and the ARCHITECT are sometimes referred to herein individually as a "PARTY" and collectively as the "PARTIES." This Agreement is made with reference to the following facts:

WHEREAS, DISTRICT desires to obtain architectural, engineering and other professional services, as described in this AGREEMENT, for the Architectural Services for the CTE Media Arts project at Santa Ana High School, hereinafter referred to as "PROJECT," located at various sites in the DISTRICT; and

WHEREAS, ARCHITECT understands that OPSC funding for this PROJECT is a condition precedent to the effectiveness of this AGREEMENT. If OPSC funding is not received for the PROJECT, this AGREEMENT is void except to the extent services have been rendered pursuant to written authorization by the DISTRICT's Board before such services are performed; and

WHEREAS, ARCHITECT is fully licensed to provide architectural services in conformity with the laws of the State of California;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I - ARCHITECT'S SERVICES AND RESPONSIBILITIES

1. The ARCHITECT's services shall consist of those services performed by the ARCHITECT, ARCHITECT's employees and ARCHITECT's consultants as enumerated in Articles II and III of this AGREEMENT.

2. The ARCHITECT's services, and the services to be performed by the ARCHITECT'S consultants and/or sub-consultants, shall be performed in strict compliance with the requirements and standards set froth in this AGREEMENT. If a requirement and/or standard is not expressly set forth in this AGREEMENT, then ARCHITECT's services and the services of the ARCHITECT's consultants and/or sub-consultants, shall be performed in a manner which is consistent with the professional skill and care of like professionals performing such services for school construction projects in the State of California and consistent with the orderly progress of the work for the Project. The ARCHITECT represents that he/she will follow these requirements and standards in performing all services under this AGREEMENT. Upon request of the DISTRICT, the ARCHITECT shall submit for the DISTRICT's approval a schedule for the performance of the ARCHITECT's services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT's review and for approval by authorities having jurisdiction over the

PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT.

3. The schematic design, design development and construction document services covered by this AGREEMENT shall be completed and submitted to the Division of the State Architect for review and approval on or before September 30, 2017.

ARTICLE II - SCOPE OF ARCHITECT'S SERVICES

1. The ARCHITECT's services include those described not only in this Article, but elsewhere throughout this AGREEMENT, and include structural, civil, mechanical and electrical engineering, landscape architecture services, and any other services necessary to produce a reasonably complete and accurate set of Construction Documents defined as including but not limited to the following: The agreement between DISTRICT and Contractor awarded the PROJECT ("Contractor"), general and supplementary conditions of the Contract between DISTRICT and Contractor, drawings, specifications, addenda and other documents listed in the Agreement, and modifications issued after execution of the DISTRICT and Contractor Contract.

2. The ARCHITECT shall assist the DISTRICT in obtaining required approvals from governmental agencies responsible for electrical, gas, water, sanitary or storm sewer, telephone, public utilities, as well as the Office of Public School Construction (OPSC), California Department of Education (CDE) and Division of the State Architect (DSA).

3. The ARCHITECT shall be responsible for determining the capacity of existing utilities, and/or for any design or documentation required to make points of connection to existing utility services that may be located on or off the PROJECT site and which are required for the PROJECT.

4. The ARCHITECT shall provide a PROJECT description which includes the DISTRICT's needs, program, and the requirements of the PROJECT before preparing preliminary designs for the PROJECT.

5. The ARCHITECT shall provide a written preliminary evaluation of the DISTRICT's PROJECT, schedule and construction budget requirements. Such evaluation shall include alternative approaches to design and construction of the PROJECT, evaluation and application of Educational specification requirements under Education Code Section 17251 and under Title 5 California Code of Regulations Section 14000 et seq.

6. The ARCHITECT shall provide planning surveys, site evaluations and comparative studies of prospective sites, buildings or locations.

7. The ARCHITECT shall attend regular PROJECT coordination meetings between the ARCHITECT, its Consultants, the DISTRICT's representative(s), and other Consultants of the DISTRICT during PROJECT development.

8. The ARCHITECT shall make revisions in Drawings, Specifications, the PROJECT Manual or other documents when such revisions are necessary due to the ARCHITECT's failure to comply with approvals or instructions previously given by DISTRICT, including revisions made necessary by adjustments in the DISTRICT's program or PROJECT Budget.

9. The ARCHITECT shall, upon District approval, provide additional services in accordance with Article III when required due to programmatic changes in the PROJECT including, but not limited to, size, quality, complexity, method of bidding or negotiating the contract for construction.

10. The ARCHITECT shall coordinate its services as necessary with the work of a construction manager or separate consultants retained by DISTRICT.

11. The ARCHITECT's services shall include estimates of construction costs as further described in Articles V and VI.

12. Reserved.

13. Reserved

14. The ARCHITECT shall provide services required for interior material, finish and color selections including signage. All other interior design services are addressed under Article III as an additional service.

15. Reserved.

16. The ARCHITECT shall cooperate and consult with DISTRICT in use and selection of manufactured items on the PROJECT, including, but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, and floor coverings. All such manufactured items shall be standardized to DISTRICT's criteria to the extent such criteria do not interfere with PROJECT design and are in compliance with the requirements of Public Contract Code §3400. ARCHITECT shall report to the DISTRICT any action needed to be taken by the DISTRICT's Governing Board to meet the requirements of Public Contract Code §3400 regarding any manufactured items the DISTRICT may want to use on a Project.

17. The ARCHITECT shall certify to the best of its information pursuant to 40 Code of Federal Regulations §763.99(a)(7), that no asbestos-containing material was specified as a building material in any construction document for the PROJECT and will ensure that contractors provide DISTRICT with a certification that all materials used in the construction of any school building are free from any asbestos-containing building materials ("ACBM's"). ARCHITECT shall include statements in specifications that materials containing asbestos are not to be included. This certification shall be part of the final PROJECT submittal.

18. The ARCHITECT shall consider operating or maintenance costs when selecting systems for the DISTRICT. The ARCHITECT shall utilize grants and outside funding sources

and work with the DISTRICT to utilize and consider funding from grants and alternative funding sources.

19. The ARCHITECT shall prepare for and make formal presentations to the Governing Board of DISTRICT, attend public hearings and other public meetings. In addition, ARCHITECT shall attend and assist in legal proceedings that arise from errors or omissions of the ARCHITECT.

20. The duties, responsibilities and limitations of authority of the ARCHITECT shall not be restricted, modified or extended without written agreement between the DISTRICT and ARCHITECT.

21. The ARCHITECT shall comply with all federal, state and local laws, rules, regulations and ordinances that are applicable to the PROJECT.

22. The ARCHITECT shall have access to the work at all times.

23. **Schematic Design Phase**

a. The ARCHITECT shall review the program furnished by the DISTRICT to ascertain the requirements of the PROJECT and shall review the understanding of such requirements with the DISTRICT.

b. The ARCHITECT shall prepare, for approval by the DISTRICT, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of PROJECT components. These documents shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations which are applicable to these documents. The ARCHITECT shall prepare the Schematic Design Documents to comply with the requirements of all governmental agencies having jurisdiction over the PROJECT, including but not limited to, the Office of Public School Construction (OPSC), California Department of Education (CDE), Division of the State Architect (DSA) and the local Fire Department.

c. The ARCHITECT shall prepare schematic design studies and site utilization plans leading to a recommended solution together with a general description of the PROJECT for approval by the DISTRICT.

d. If directed by the DISTRICT the project's documents shall be prepared so that portions of the work of the PROJECT may be performed under separate construction contracts, or so that the construction of certain buildings, facilities, or other portions of the PROJECT may be deferred. Alternate construction schemes made by the DISTRICT shall be provided as an additional service pursuant to Article III unless the alternate construction scheme arises out of the PROJECT exceeding the estimated Budget constraint as a result of the ARCHITECT's services under this AGREEMENT.

e. ARCHITECT shall submit a list of qualified engineers for the PROJECT for the DISTRICT's approval in conformance with Article XII. ARCHITECT shall ensure that each engineer places his or her name, seal and signature on all drawings and specifications prepared by said engineer.

f. The ARCHITECT shall conduct a visual review of existing conditions or facilities, for general conformance with existing drawings and will endeavor to prepare drawings for the Project that accurately reflect existing conditions and facilities.

g. The ARCHITECT shall perform Schematic Design Services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

h. The ARCHITECT shall submit to the DISTRICT a written estimate of the construction cost in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.

i. The ARCHITECT shall not proceed to do any work or perform any services for the Design Development Phase without first obtaining written approval from the DISTRICT of the Schematic Design Documents and Information.

24. **Design Development Phase (Preliminary Plans)**

a. Upon the ARCHITECT receiving written approval from the DISTRICT of the services set forth in Article II, paragraph 23, the ARCHITECT shall prepare Design Development Documents for approval by the DISTRICT. Such documents shall consist of site and floor plans, elevations, cross sections, and other documents necessary to depict the Design of PROJECT, and shall outline specifications to fix and illustrate the size, character and quality of the entire PROJECT as to the program requirements, landscapes, architecture, civil, structural, mechanical, and electrical systems, materials, and such other essentials as may be appropriate. The ARCHITECT shall prepare the Design Development Documents to comply with the requirements of all governmental agencies having jurisdiction over the PROJECT, including but not limited to, the Office of Public School Construction (OPSC), California Department of Education (CDE), Division of the State Architect (DSA) and the local Fire Department.

b. The ARCHITECT shall establish an estimated PROJECT Construction Cost.

c. The ARCHITECT shall perform Design Development Services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

d. The ARCHITECT shall not proceed to do any work or perform any services for the Construction Document Phase without first obtaining written approval from the DISTRICT of the Design Development Documents and Information.

25. **Construction Document Phase (Final Plans)**

a. Upon the ARCHITECT receiving written approval from the DISTRICT of the services set forth in Article II, paragraph 24, the ARCHITECT shall prepare, from the Design Development Documents approved by the DISTRICT, Construction Documents and specifications setting forth, in detail, the requirements for the construction of the entire PROJECT in conformity with all applicable governmental and code requirements, including but not limited to, the requirements of the OPSC, the DSA and the local Fire Department having jurisdiction over the PROJECT. The Construction Documents shall show all the work to be done, the materials, workmanship, finishes, and equipment required for the PROJECT.

b. The ARCHITECT shall prepare and file all documents required for and obtain the required approvals of all governmental agencies having jurisdiction over the PROJECT, including the OPSC, DSA, local Fire Department, City Design Review (DRC), County Health Department, Department of Public Works, and others which have jurisdiction over the PROJECT. The DISTRICT shall pay all fees required by such governmental authority. ARCHITECT shall, whenever feasible, establish beforehand the exact costs due to governmental agencies and submit this cost information to DISTRICT so payments may be prepared. ARCHITECT shall not charge a mark-up on costs associated with governmental agency fees when the ARCHITECT pays such fees for the DISTRICT.

c. The ARCHITECT shall immediately notify the DISTRICT of adjustments in previous estimates of the PROJECT Construction Cost arising from market fluctuations or approved changes in scope or requirements.

d. If the estimated PROJECT Construction Cost exceeds the Budget constraint, the ARCHITECT shall make all necessary design revisions at no cost to the DISTRICT to comply with the Budget and scope set by the DISTRICT in conformance with Articles V and VI, unless otherwise modified by written authorization of the DISTRICT.

26. **Bidding & Award Phase**

a. The ARCHITECT, following the DISTRICT's written approval of the Construction Documents and of the latest estimate of Construction Cost, shall assist the DISTRICT in obtaining bids and awarding the Contract for the construction of the PROJECT.

b. The ARCHITECT shall prepare all necessary bidding information and bidding forms required by the DISTRICT and shall assist the DISTRICT in preparing the Contractor's contract and general conditions, including providing, plans or specifications, which include a requirement that the Contractor provide operation manuals and adequate training for the DISTRICT in the operation of mechanical, electrical, heating, air

conditioning and other systems installed by the Contractor, all of which shall be part of the bid documents prepared by the ARCHITECT.

c. The ARCHITECT shall print and distribute necessary bidding information, general conditions of the contract, and supplementary general conditions of the contract, and shall assist the DISTRICT's legal advisor in the drafting of proposal and contract forms.

d. The ARCHITECT shall deposit a reproducible set of Construction Documents and specifications at a reprographics company specified by DISTRICT for the bid and for printing of additional sets of plans and specifications during the PROJECT. In addition,

e. If the lowest bid exceeds the Budget for the PROJECT, the ARCHITECT, in consultation with and at the direction of the DISTRICT, shall provide such modifications in the Construction Documents as necessary to bring the cost of the PROJECT within its Budget as set forth in Articles V and VI at no cost to the DISTRICT.

27. **Construction Phase**

a. The Construction Phase will commence with the award of the Construction Contract to Contractor.

b. The ARCHITECT shall reproduce five (5) sets of Construction (contract) Documents and all progress prints for the DISTRICT's and consultant's use at the ARCHITECT's expense. The remaining sets are to be provided as reimbursable expenses in conformance with Article XI.

c. The ARCHITECT shall provide technical direction to a full-time PROJECT inspector employed by and responsible to the DISTRICT as required by applicable law. The ARCHITECT shall advise the Contractor in the preparation of a marked set of prints indicating dimensioned location of buried utility lines (record drawings) which shall be forwarded to the DISTRICT upon completion of the PROJECT.

d. The ARCHITECT will endeavor to secure compliance by Contractor with the contract requirements, but does not guarantee the performance of Contractor's contracts.

e. The ARCHITECT shall provide general administration of the Construction Documents, including but not limited to periodic visits at the site as ARCHITECT deems necessary to render architectural observation which is distinguished from the continuous personal inspection of the PROJECT inspector (in no case shall the number of visits be less than once every week); make regular reports as may be required by governing agencies; keep the DISTRICT informed of the progress of construction; review schedules and shop drawings for compliance with design; approve substitution of materials, equipment, and the laboratory reports thereof subject to DISTRICT knowledge

and approval; maintain construction accounts; prepare change orders for written approval of the DISTRICT; examine Contractor's applications for payment and issue certificates for payment in amounts approved by the ARCHITECT and DISTRICT; provide a color schedule of all materials in the PROJECT for DISTRICT's review and approval; determine date of completion of the PROJECT; prepare a final punchlist and estimate the value of each item appearing thereon; make final punch-list inspection of the PROJECT; assemble and deliver to the DISTRICT written guarantees, instruction books, diagrams, and charts required of the Contractor; and issue the ARCHITECT's certificate of completion and final certificate for payment.

f. The ARCHITECT, as part of his basic services, shall advise the DISTRICT of any deficiencies in construction following the acceptance of the work and before the expiration of the guarantee period of the PROJECT.

g. The ARCHITECT shall be the interpreter of the requirements of the Construction Documents and advise the DISTRICT as to the performance by the Contractor thereunder.

h. The ARCHITECT shall make recommendations to the DISTRICT on claims relating to the execution and progress of the work and all matters and questions relating thereto. The ARCHITECT's recommendations in matters relating to artistic effect shall be consistent with the intent of the Construction Documents.

i. The ARCHITECT shall advise the DISTRICT to reject work which does not conform to the Construction Documents. The ARCHITECT shall promptly inform the DISTRICT, whenever, in the ARCHITECT's opinion, it may be necessary, to stop the work to avoid the improper performance of the AGREEMENT. The ARCHITECT has authority to require additional inspection or testing of the work in accordance with the provisions of the Construction Documents, whether work is fabricated, installed or completed.

j. The ARCHITECT shall not issue orders to the Contractor that might commit the DISTRICT to extra expenses or otherwise amend the Construction Documents without first obtaining the written approval of the DISTRICT.

k. The ARCHITECT shall act at all times in the best interest of the DISTRICT and shall administer, on behalf of the DISTRICT, the construction contract between the DISTRICT and the Contractor. The ARCHITECT does not have authority to issue change orders or to bind the DISTRICT to any changes to the Construction Documents that would result in an increase in the original contract time or amount. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this AGREEMENT, unless otherwise modified in writing.

l. Reserved.

m. The ARCHITECT shall review and certify the amounts due the Contractor. The ARCHITECT's certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT's observations and inspections at the site, that the work has progressed to the level certified, that quality of the work is in accordance with the Construction Documents and that the Contractor is entitled to payment in the amount certified.

n. The ARCHITECT shall review and approve or take other appropriate action upon Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the Construction Documents. The ARCHITECT's action shall not delay the work, but should allow for sufficient time in the ARCHITECT's professional judgment to permit adequate review.

o. The ARCHITECT shall prepare proposed change orders with supporting documentation and data for the DISTRICT's review and approval in accordance with the Construction Documents, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The ARCHITECT shall evaluate and make written recommendations regarding Contractor's proposals for possible change orders. ARCHITECT shall, at ARCHITECT's expense, prepare a set of reproducible record drawings showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the ARCHITECT.

p. The ARCHITECT shall inspect the PROJECT to determine the date or dates of final completion, receive and forward to the DISTRICT for the DISTRICT's review all written warranties and related documents required by the Construction Documents and issue a final certificate for payment upon Contractor compliance with the requirements of the Construction Documents.

q. The ARCHITECT shall provide written evaluation of the performance of the Contractor under the requirements of the Construction Documents when requested in writing by the DISTRICT.

r. The ARCHITECT shall provide services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to drawings, specifications and other documentation resulting therefrom.

s. The ARCHITECT shall be responsible for gathering information and processing forms required by applicable governing authorities, such as building departments, local Fire Departments, OPSC, and DSA, in a timely manner and ensure proper PROJECT close-out.

t. The ARCHITECT shall evaluate and render written recommendations, within a reasonable time on all claims, disputes or other matters at issue between the DISTRICT and Contractor relating to the execution or progress of the work as provided

in the construction contract. Under no circumstances should this evaluation take longer than 20 calendar days from the date the claim is received by ARCHITECT.

u. The ARCHITECT shall prepare and maintain throughout the project all as-built conditions at no additional cost.

v. Before start of construction, the following two documents are required:

(i) Contract Information Form DSA-102.

(ii) Inspector Qualification Record Form DSA-5 should be submitted 10 days before the time of starting construction.

28. **Project Close-Out**

a. The ARCHITECT shall assure delivery of all documents required of the architect of record by the Division of the State Architect before issuance of a "Certificate of Completion".

b. During the period the PROJECT is under construction the following documents are required:

1. Reserved.

2. Reserved.

3. Final Punch List with estimated values of each item on the Final Punch List.

4. List of all Contract Related Documents (e.g., warranties, waivers and releases, Owner and Operator Manuals, etc., etc.) required to be supplied by and/or through the Contractor.

c. Upon completion of construction of the PROJECT, the following reports are required:

1. Copy of the Notice of Completion.

2. Final Verified Report Form DSA-6A/E certifying all work is 100% complete from the ARCHITECT, Structural Engineer, Mechanical Engineer and Electrical Engineer.

3. Reserved.

4. Reserved.

5. Reserved.

6. Copies of the signature page of all Addenda as approved by DSA.

7. Copies of the signature pages of all Deferred Approvals as approved by DSA.

8. Copies of the signature page of all Change Orders as approved by DSA.

9. Reserved.

10. Reserved.

11. The latest as-built plans with accurate and complete redlines and notes in the following format. If the DISTRICT does not agree with the accuracy of the as-built plans, the ARCHITECT shall revise the as-built plans at no additional cost.

    (i) Full-size set of plans

    (ii) CADD, Revit, or other format agreed to by the DISTRICT

ARTICLE III - ADDITIONAL ARCHITECT'S SERVICES

1. Whenever ARCHITECT believes that additional services are required that are caused by circumstances beyond the ARCHITECT's control, the ARCHITECT shall immediately notify the DISTRICT in writing of the need for such additional services. ARCHITECT shall not perform any additional services without first obtaining written authorization from the DISTRICT's Board. Compensation for such services shall be negotiated, and a mutually agreed to lump sum amount ascertained and approved in writing by the DISTRICT's Board, before any such additional services are performed. If a mutually agreed to lump sum is not agreed to, then upon receiving written authorization from the DISTRICT's Board, the ARCHITECT shall perform such additional services on a time and material basis at the rates agreed to and set forth of Exhibit "B". The hourly rates set forth on Exhibit "B" shall be held firm for the life of this Agreement. Such additional services may include:

a. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of the Construction Documents.

b. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with Change Orders required by causes beyond the control of the ARCHITECT which are not the result of the direct or indirect negligence, errors or omissions on the part of ARCHITECT.

c. Providing consultation concerning replacement of work damaged by fire and furnishing services required in connection with the replacement of such work.

d. Providing services made necessary by the default of the Contractor, which does not arise directly or indirectly from negligence, errors or omissions of ARCHITECT.

e. If the DISTRICT requests the PROJECT be let on a segregated basis where segregation does not arise from ARCHITECT exceeding the estimated budget constraint, then plan preparation and/or contract administration work to prepare the segregated plans is an extra service subject to prior negotiation and DISTRICT approval.

f. Providing contract administration services after the construction contract time has been exceeded through no fault of the ARCHITECT, Payment of the ARCHITECT shall be made from collected liquidated damages.

g. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted architectural practice.

2. If authorized in writing by the DISTRICT's Board, ARCHITECT shall provide one or more PROJECT Representatives to assist in carrying out more extensive representation at the site than is described in Article II. The PROJECT Representative(s) shall be selected, employed and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefore as agreed by the DISTRICT and ARCHITECT. Through the observations of such PROJECT Representative(s), the ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such PROJECT representation shall not modify the rights, responsibilities or obligations of the ARCHITECT as described elsewhere in this AGREEMENT. Such services shall be negotiated and approved in writing by the DISTRICT

ARTICLE IV - DISTRICT'S RESPONSIBILITIES

1. The DISTRICT shall provide to the ARCHITECT information regarding requirements for the PROJECT, including information regarding the DISTRICT's objectives, schedule, budget constraints as well as any other criteria provided by the DISTRICT.

2. Before the Schematic Design Phase, the ARCHITECT shall prepare a current overall budget for the PROJECT, including the construction cost for the PROJECT. The budget shall be based upon the DISTRICT's objectives, schedule, budget constraints and any other

criteria that are provided to the ARCHITECT pursuant to Article IV, Paragraph 1 above. The DISTRICT shall approve the budget prepared by the ARCHITECT pursuant to this Paragraph and this shall be the "Budget" for the PROJECT as set forth in this AGREEMENT.

3. The DISTRICT shall notify the ARCHITECT of administrative procedures required and name a representative authorized to act on its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the PROJECT. The DISTRICT shall observe the procedure of issuing any orders to Contractors only through the ARCHITECT.

4. The DISTRICT shall give prompt written notice to the ARCHITECT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the Construction Documents. However, the DISTRICT's failure or omission to do so shall not relieve the ARCHITECT of ARCHITECT's responsibilities under Title 21, Title 24, and the Field Act hereunder. The DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.

5. The proposed language of certifications requested of the ARCHITECT or ARCHITECT's consultants shall be submitted to the ARCHITECT for review and approval at least fourteen (14) days before execution.

ARTICLE V - COST OF CONSTRUCTION

1. During the Schematic Design, Design Development and Construction Document Phases, Construction Cost ("Construction Cost") shall be reconciled against the DISTRICT's Budget for the PROJECT.

2. PROJECT Construction Cost as used in this AGREEMENT means the total cost to the DISTRICT of all work designed or specified by the ARCHITECT, including work covered by approved change orders and/or alternates approved by the DISTRICT, but excluding the following: Any payments to ARCHITECT or consultants, for costs of inspections, surveys, tests, and landscaping not included in PROJECT.

3. When labor or material is furnished by the DISTRICT below its market cost, the Construction Cost shall be based upon current market cost of labor and new material.

4. The Construction Cost shall be the acceptable estimate of construction costs to the DISTRICT as submitted by the ARCHITECT until such time as bids have been received, whereupon it shall be the bid amount of the lowest responsible responsive bidder.

5. Any Budget or fixed limit of construction cost shall be adjusted if the bidding has not commenced within ninety (90) days after the ARCHITECT submits the Construction Documents to the DISTRICT, to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the DISTRICT and the date on which bids are sought for the PROJECT.

6. If the lowest bid received exceeds the Budget:

a. The DISTRICT may give written approval of an increase of such fixed limit;

b. The DISTRICT may authorize rebidding of the PROJECT within a reasonable time;

c. If the PROJECT is abandoned, the DISTRICT may terminate this AGREEMENT in accordance with Article VIII, Paragraph 2;

d. The DISTRICT may request the ARCHITECT prepare, at no additional cost, deductive change packages that will bring the PROJECT within the Budget; or

e. The DISTRICT may request the ARCHITECT cooperate in revising the PROJECT scope and quality as required to reduce the construction cost.

7. If the DISTRICT chooses to proceed under Article V, paragraph 6(e), the ARCHITECT, without additional charge, agrees to redesign until the PROJECT is brought within the Budget set forth in this AGREEMENT. Redesign does not mean phasing or removal of parts of the PROJECT unless agreed in writing by the DISTRICT. Redesign means redesign of the PROJECT with all its component parts to meet the Budget set forth in this AGREEMENT.

ARTICLE VI - ESTIMATE OF PROJECT CONSTRUCTION COSTS

1. Estimates referred to in Article II shall be prepared on a square foot/unit costs basis, or more detailed computation if deemed necessary by the DISTRICT, considering prevailing construction costs and including all work for which bids will be received. It is understood that the PROJECT Construction Cost is affected by the labor and/or material market as well as other conditions beyond the control of the ARCHITECT or DISTRICT.

2. The ARCHITECT shall review the estimate at each phase of the ARCHITECT's services. The ARCHITECT shall provide the DISTRICT with a written evaluation of the estimate at each phase of the ARCHITECT's services. The ARCHITECT's written evaluations shall, among other things, evaluate how the estimates compare to the Budget. If such estimates are in excess of the Budget, the ARCHITECT shall revise the type or quality of construction to come within the budgeted limit at no additional cost to the DISTRICT. ARCHITECT's initial budget and scope limitations shall be realistic and be reviewed with the DISTRICT before formalization.

3. The ARCHITECT, upon request of the DISTRICT, shall prepare a detailed estimate of construction costs at no additional cost.

ARTICLE VII - ARCHITECT'S DRAWINGS AND SPECIFICATIONS

1. All documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by the ARCHITECT or the ARCHITECT's Consultants for this PROJECT, shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316 for the purposes of repair, maintenance, renovation, modernization or other purposes as they relate to the PROJECT. The DISTRICT, however, shall not be precluded from using the ARCHITECT's or ARCHITECT's Consultant's documents enumerated above for the purposes of additions, alignments or other development on the PROJECT site.

2. If DISTRICT intends to reuse ARCHITECT's plans, specifications or other documents for a project or projects other than that which is the subject of this AGREEMENT, and for which the ARCHITECT is not the architect of record, a fee of three percent (3%) of the Construction Costs shall be paid to the ARCHITECT for such reuse. In the event of such reuse or modification of the ARCHITECT's drawings, specification or other documents by any person, firm or legal entity, the DISTRICT agrees to indemnify, defend and hold the ARCHITECT harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorney's fees, accruing to or resulting from any and all persons, firms, or any other legal entity, on account of any damage or loss to property or persons, including, but not limited to, death, arising out of such use, reuse or modification of the ARCHITECT's drawing, specifications or other documents. The DISTRICT further agrees to remove the names and seals of the ARCHITECT and the ARCHITECT's Consultants from the title block and signature pages. The DISTRICT, however, may use the ARCHITECT's plans and documents as enumerated in this Article as reference documents for the purposes of additions, alignments or other development on the PROJECT site. Before reuse of the ARCHITECT's documents, the DISTRICT agrees to notify the ARCHITECT in writing of such reuse.

ARTICLE VIII - TERMINATION

1. This AGREEMENT may be terminated by either party upon fourteen (14) days written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of ARCHITECT, or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the ARCHITECT for Board approved additional services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the ARCHITECT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased

consultant and replacement architect costs shall be deducted from payments otherwise due and owing to the ARCHITECT. ARCHITECT shall remain responsible and liable for any and all costs not reimbursed after a deduction of money from such payments.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article VIII, Paragraph 4 below, and ARCHITECT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by ARCHITECT.

4. This AGREEMENT may be terminated without cause by DISTRICT for convenience upon fourteen (14) days written notice to the ARCHITECT. In the event of a termination without cause for convenience, the DISTRICT shall pay to the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the ARCHITECT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the ARCHITECT. In addition, ARCHITECT will be reimbursed for reasonable termination costs through the payment of 3% beyond the sum due the ARCHITECT under this paragraph through 50% completion of the ARCHITECT's portion of the PROJECT and if 50% completion is reached, payment of 3% of the unpaid balance of the contract to ARCHITECT as termination cost. This 3% payment is agreed to compensate the ARCHITECT for the unpaid profit ARCHITECT would have made under the PROJECT on the date of termination and is consideration for entry into this termination for convenience clause. ARCHITECT represents and acknowledges that the money paid to ARCHITECT as set forth in this Article 8, paragraph 4 constitutes the sole and exclusive money, compensation and damages payable to ARCHITECT from the DISTRICT and/or recoverable by ARCHITECT against the DISTRICT as a result of a termination for convenience. The operation of this paragraph shall be construed as a liquidated damage provision running in favor of the DISTRICT and against the ARCHITECT.

5. In the event of a dispute between the parties as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, ARCHITECT agrees to continue the work diligently to completion. If the dispute is not resolved, ARCHITECT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but ARCHITECT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before.

ARTICLE IX - ACCOUNTING RECORDS OF THE ARCHITECT

1. Records of the ARCHITECT's direct personnel and reimbursable expense pertaining to the extra services of this PROJECT and records of accounts between the DISTRICT and Contractor shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or its authorized representative at mutually convenient times.

ARTICLE X - COMPENSATION TO THE ARCHITECT

The DISTRICT shall compensate the ARCHITECT as follows:

1. ARCHITECT change orders fees are paid as approved by the District Board. If a change order is approved without ARCHITECT fee, no fee will be paid to the ARCHITECT unless negotiated before commencing change order work.

2. Payment to the ARCHITECT will be as set forth on Attachment "A".

3. To the extent that the time initially established for the completion of ARCHITECT's services is exceeded or extended through no fault of the ARCHITECT, compensation for any services rendered during the additional period of time shall be negotiated and subject to prior approval by DISTRICT Board. Assessment and collection of liquidated damages from the Contractor is a condition precedent to payment for extra services arising from Contractor caused delays.

4. Expenses incurred by the ARCHITECT and ARCHITECT's employees and consultants in the interest of the PROJECT shall have prior DISTRICT written approval before they are incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT's review.

ARTICLE XI - REIMBURSABLE EXPENSES

1. Reimbursable expenses are in addition to compensation for basic services and additional services, and shall be paid to the ARCHITECT at one and one-tenth (1.1) times the expenses incurred by the ARCHITECT, the ARCHITECT's employees and consultants for the following specified items:

   a. Approved reproduction of drawings and specifications in excess of the copies provided by this AGREEMENT which includes sets of construction documents and all progress prints.

   b. Fees advanced for securing approval of authorities having jurisdiction over the PROJECT.

2. Reimbursable expenses are estimated to be as set forth on Attachment "A", and this amount shall not be exceeded without the prior written approval of the DISTRICT.

3. Reimbursement for fees and other expenses, except for construction administration services associated with delay caused solely by the Contractor, shall be made to the ARCHITECT as incurred. Reimbursable expenses shall not include:

a. Travel expenses;
b. Check prints;
c. Prints or plans or specifications made for ARCHITECT's consultants and all progress prints;
d. Preliminary plans and specifications;
e. ARCHITECT's consultants' reimbursables.
f. Models or mock-ups
g. Meetings with Cities, planning officials, fire departments, the DSA, State Allocation Board or other public agencies.

ARTICLE XII - EMPLOYEES AND CONSULTANTS

1. The ARCHITECT, as part of the ARCHITECT's basic professional services, shall furnish the necessary services of landscape architects, structural, mechanical, electrical, civil and traffic engineers to complete the PROJECT. All consultant services shall be provided at the ARCHITECT's sole expense.

2. The ARCHITECT shall submit, for written approval by the DISTRICT, the names of the consultant firms proposed for the PROJECT. Nothing in this AGREEMENT shall create any contractual relation between the DISTRICT and any Consultants employed by the ARCHITECTS under the terms of this AGREEMENT.

3. ARCHITECT's consultants shall be licensed to practice in California and have relevant experience with California school design and construction during the last five years. If any employee or consultant of the ARCHITECT is not acceptable to the DISTRICT, then that individual shall be replaced with an acceptable competent person at the DISTRICT's request.

4. The construction administrator or field representative assigned to this PROJECT by ARCHITECT shall be licensed as a California Architect and able to make critical PROJECT decisions in a timely manner and shall be readily available and provide by phone, facsimile and through correspondence, design direction and decisions when the construction administrator is not at the site.

ARTICLE XIII - MISCELLANEOUS

1. The ARCHITECT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, ARCHITECT and Contractor during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a copy of such record to the DISTRICT.

2. To the fullest extent permitted by law, ARCHITECT agrees to indemnify and hold DISTRICT harmless from all liability arising out of:

a. Workers Compensation and Employers Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to ARCHITECT's employees or ARCHITECT's subcontractor's employees arising out of ARCHITECT's work under this AGREEMENT;

b. General Liability. Liability arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT for damages related to (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the ARCHITECT or the DISTRICT, or any person, firm or corporation employed by the ARCHITECT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent Architects who are directly employed by the DISTRICT;

c. Professional Liability. Liability arising out of, pertaining to, or relating to the professional negligence, recklessness, or willful misconduct of the ARCHITECT which the ARCHITECT shall indemnify and hold the DISTRICT entirely harmless from including any loss, injury to, death of persons or damage to property caused by any act, neglect, default or omission of the ARCHITECT, or any person, firm or corporation employed by the ARCHITECT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by sole or active negligence, or willful misconduct of the DISTRICT.

d. The ARCHITECT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings, arising out of Article XIII, Paragraphs 2(a) and (b) above, that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

3. ARCHITECT shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect ARCHITECT and DISTRICT from claims which may arise out of or result from ARCHITECT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. The ARCHITECT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS ($1,000,000).

b. Commercial general and auto liability insurance with limits of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Owned, non-owned and hired vehicles;
2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and
5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of not less than ONE MILLION DOLLARS ($1,000,000) per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Valuable Document Insurance. The ARCHITECT shall carry adequate insurance on all drawings and specifications as may be required to protect the DISTRICT in the amount of its full equity in those drawings and specifications, and shall file with the DISTRICT a certificate of that insurance. The cost of that insurance shall be paid by the ARCHITECT, and the DISTRICT shall be named as an additional insured.

e. Each policy of insurance required in b. above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT before cancellation; and, shall waive all rights of subrogation. ARCHITECT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Before commencing work, ARCHITECT shall deliver to DISTRICT certificates of insurance as

evidence of compliance with the requirements herein. In the event ARCHITECT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of ARCHITECT, and in such event ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.

f. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article XIII 3(a)(b)(c)(d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than $500,000 per occurrence.

g. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

4. ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. ARCHITECT understands and agrees that ARCHITECT and all of ARCHITECT's 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 Worker's Compensation. ARCHITECT assumes the full responsibility for the acts and/or omissions of ARCHITECT's employees or agents as they relate to the services to be provided under this AGREEMENT. ARCHITECT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective ARCHITECT's employees.

5. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or ARCHITECT.

6. The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. ARCHITECT shall not assign this AGREEMENT.

7. This AGREEMENT shall be governed by the laws of the State of California.

8. Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and ARCHITECT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the ARCHITECT.

9. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this AGREEMENT.

The parties, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

ARCHITECT:	DISTRICT:
_____	Santa Ana Unified School District
By: Jon Alan Baker, FAIA, LEED AP	By: _____
Partner Ca Lic. #C14513	_____

ATTACHMENT "A"

ARCHITECT'S FEE SCHEDULE

Schematic Design	$42,900
Design Development	$64,350
Construction Documents	$171,600
Agency Approvals	$21,450
Bidding	$21,450
Construction Admin	$107,250
Reimburseables	$5,000
TOTAL	**$434,000**

ATTACHMENT "B"

SCOPE OF WORK

The District intends to transform the existing 14,000SF library space on the second floor of Building 6 into a Media Arts center and library. The resulting solution will include Library space of approximately 7,600SF and a CTE Media Arts Center of approximately 6,400SF. The intended scope will also have impacts to ADA and Accessibility within the building, including restroom and stair deficiencies observed. A Digital recording studio will be included in the 6400SF Media Arts Center.

AGENDA ITEM BACK UP SHEET
June 27, 2017

Board Meeting

TITLE: **Approve the Agreement with Baker Nowicki Design Studio to Provide Architectural Services for the Career Technical Education Engineering and Digital Media Labs Project at Century High School**

ITEM: **Action**
SUBMITTED BY: **Orin L. Williams, Assistant Superintendent, Facilities and Governmental Relations**
PREPARED BY: **Orin L. Williams, Assistant Superintendent, Facilities and Governmental Relations**

BACKGROUND INFORMATION:

Submitted for Board consideration is the staff recommendation for approval of agreement with Baker Nowicki Design Studio (BNDS) to provide architectural services for the Engineering and Digital Media Labs Project at Century High School (CHS).

On February 15, 2017, the District solicited a Request for Qualifications for architectural services. Of the 37 applicants, 5 firms, including BNDS, were selected and approved by the Board on May 9, 2017 to be placed on the District's list of pre-approved architectural firms.

ITEM SUMMARY:

- Approve the agreement with BNDS for design improvements associated with CTE engineering and digital media labs at SAHS
- Contract start date: June 28, 2017
- Contract amount: Not to exceed $200,000.00

RATIONALE:

The District has Career Technical Education (CTE) State grant funds that expire in June 2019. The CTE funds are proposed for new engineering and digital media labs at CHS. The proposed improvements include renovating existing space with engineering labs, hands-on construction makerspace, and digital media lab, which would require architectural plans and Division of the State Architect (DSA) approval. Staff recommends authorization to award a contract to BNDS for the design of the site improvements and DSA plans. From the pre-approved firms, BNDS was selected for this project based on their extensive experience with CTE projects.

The CTE grant funds cannot be used to pay for new construction, such as electrical, walls, and structural changes; therefore, District capital facilities dollars are needed to support a large portion of these facility improvements.

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

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:

2016 Lease Purchase - Fund 40:	$150,000.00
CTE Grant Fund:	$ 50,000.00
Total:	$200,000.00

RECOMMENDATION:

Approve the agreement with Baker Nowicki Design Studio to provide architectural services for the Career Technical Education Engineering and Digital Media Labs Project at Century High School.

TD:OW:rb

ARCHITECTURAL SERVICES AGREEMENT

This AGREEMENT is made and entered into this 27th day of June in the year 2017 by and between the SANTA ANA UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT", and Baker Nowicki Design Studio, hereinafter referred to as "ARCHITECT." This AGREEMENT shall include all terms and conditions set forth herein. The DISTRICT and the ARCHITECT are sometimes referred to herein individually as a "PARTY" and collectively as the "PARTIES." This Agreement is made with reference to the following facts:

WHEREAS, DISTRICT desires to obtain architectural, engineering and other professional services, as described in this AGREEMENT, for the Architectural Services for the CTE Engineering and Construction Management and CTE Digital and Visual Arts project at Century High School, hereinafter referred to as "PROJECT," located at various sites in the DISTRICT; and

WHEREAS, ARCHITECT understands that OPSC funding for this PROJECT is a condition precedent to the effectiveness of this AGREEMENT. If OPSC funding is not received for the PROJECT, this AGREEMENT is void except to the extent services have been rendered pursuant to written authorization by the DISTRICT's Board before such services are performed; and

WHEREAS, ARCHITECT is fully licensed to provide architectural services in conformity with the laws of the State of California;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I - ARCHITECT'S SERVICES AND RESPONSIBILITIES

1. The ARCHITECT's services shall consist of those services performed by the ARCHITECT, ARCHITECT's employees and ARCHITECT's consultants as enumerated in Articles II and III of this AGREEMENT.

2. The ARCHITECT's services, and the services to be performed by the ARCHITECT'S consultants and/or sub-consultants, shall be performed in strict compliance with the requirements and standards set froth in this AGREEMENT. If a requirement and/or standard is not expressly set forth in this AGREEMENT, then ARCHITECT's services and the services of the ARCHITECT's consultants and/or sub-consultants, shall be performed in a manner which is consistent with the professional skill and care of like professionals performing such services for school construction projects in the State of California and consistent with the orderly progress of the work for the Project. The ARCHITECT represents that he/she will follow these requirements and standards in performing all services under this AGREEMENT. Upon request of the DISTRICT, the ARCHITECT shall submit for the DISTRICT's approval a schedule for the performance of the ARCHITECT's services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT's review and for approval by authorities having jurisdiction over the

PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT.

3. The schematic design, design development and construction document services covered by this AGREEMENT shall be completed and submitted to the Division of the State Architect for review and approval on or before September 30, 2017.

ARTICLE II - SCOPE OF ARCHITECT'S SERVICES

1. The ARCHITECT's services include those described not only in this Article, but elsewhere throughout this AGREEMENT, and include structural, civil, mechanical and electrical engineering, landscape architecture services, and any other services necessary to produce a reasonably complete and accurate set of Construction Documents defined as including but not limited to the following: The agreement between DISTRICT and Contractor awarded the PROJECT ("Contractor"), general and supplementary conditions of the Contract between DISTRICT and Contractor, drawings, specifications, addenda and other documents listed in the Agreement, and modifications issued after execution of the DISTRICT and Contractor Contract.

2. The ARCHITECT shall assist the DISTRICT in obtaining required approvals from governmental agencies responsible for electrical, gas, water, sanitary or storm sewer, telephone, public utilities, as well as the Office of Public School Construction (OPSC), California Department of Education (CDE) and Division of the State Architect (DSA).

3. The ARCHITECT shall be responsible for determining the capacity of existing utilities, and/or for any design or documentation required to make points of connection to existing utility services that may be located on or off the PROJECT site and which are required for the PROJECT.

4. The ARCHITECT shall provide a PROJECT description which includes the DISTRICT's needs, program, and the requirements of the PROJECT before preparing preliminary designs for the PROJECT.

5. The ARCHITECT shall provide a written preliminary evaluation of the DISTRICT's PROJECT, schedule and construction budget requirements. Such evaluation shall include alternative approaches to design and construction of the PROJECT, evaluation and application of Educational specification requirements under Education Code Section 17251 and under Title 5 California Code of Regulations Section 14000 et seq.

6. The ARCHITECT shall provide planning surveys, site evaluations and comparative studies of prospective sites, buildings or locations.

7. The ARCHITECT shall attend regular PROJECT coordination meetings between the ARCHITECT, its Consultants, the DISTRICT's representative(s), and other Consultants of the DISTRICT during PROJECT development.

8. The ARCHITECT shall make revisions in Drawings, Specifications, the PROJECT Manual or other documents when such revisions are necessary due to the ARCHITECT's failure to comply with approvals or instructions previously given by DISTRICT, including revisions made necessary by adjustments in the DISTRICT's program or PROJECT Budget.

9. The ARCHITECT shall, upon District approval, provide additional services in accordance with Article III when required due to programmatic changes in the PROJECT including, but not limited to, size, quality, complexity, method of bidding or negotiating the contract for construction.

10. The ARCHITECT shall coordinate its services as necessary with the work of a construction manager or separate consultants retained by DISTRICT.

11. The ARCHITECT's services shall include estimates of construction costs as further described in Articles V and VI.

12. Reserved.

13. Reserved

14. The ARCHITECT shall provide services required for interior material, finish and color selections including signage. All other interior design services are addressed under Article III as an additional service.

15. Reserved.

16. The ARCHITECT shall cooperate and consult with DISTRICT in use and selection of manufactured items on the PROJECT, including, but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, and floor coverings. All such manufactured items shall be standardized to DISTRICT's criteria to the extent such criteria do not interfere with PROJECT design and are in compliance with the requirements of Public Contract Code §3400. ARCHITECT shall report to the DISTRICT any action needed to be taken by the DISTRICT's Governing Board to meet the requirements of Public Contract Code §3400 regarding any manufactured items the DISTRICT may want to use on a Project.

17. The ARCHITECT shall certify to the best of its information pursuant to 40 Code of Federal Regulations §763.99(a)(7), that no asbestos-containing material was specified as a building material in any construction document for the PROJECT and will ensure that contractors provide DISTRICT with a certification that all materials used in the construction of any school building are free from any asbestos-containing building materials ("ACBM's"). ARCHITECT shall include statements in specifications that materials containing asbestos are not to be included. This certification shall be part of the final PROJECT submittal.

18. The ARCHITECT shall consider operating or maintenance costs when selecting systems for the DISTRICT. The ARCHITECT shall utilize grants and outside funding sources

and work with the DISTRICT to utilize and consider funding from grants and alternative funding sources.

19. The ARCHITECT shall prepare for and make formal presentations to the Governing Board of DISTRICT, attend public hearings and other public meetings. In addition, ARCHITECT shall attend and assist in legal proceedings that arise from errors or omissions of the ARCHITECT.

20. The duties, responsibilities and limitations of authority of the ARCHITECT shall not be restricted, modified or extended without written agreement between the DISTRICT and ARCHITECT.

21. The ARCHITECT shall comply with all federal, state and local laws, rules, regulations and ordinances that are applicable to the PROJECT.

22. The ARCHITECT shall have access to the work at all times.

23. **Schematic Design Phase**

a. The ARCHITECT shall review the program furnished by the DISTRICT to ascertain the requirements of the PROJECT and shall review the understanding of such requirements with the DISTRICT.

b. The ARCHITECT shall prepare, for approval by the DISTRICT, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of PROJECT components. These documents shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations which are applicable to these documents. The ARCHITECT shall prepare the Schematic Design Documents to comply with the requirements of all governmental agencies having jurisdiction over the PROJECT, including but not limited to, the Office of Public School Construction (OPSC), California Department of Education (CDE), Division of the State Architect (DSA) and the local Fire Department.

c. The ARCHITECT shall prepare schematic design studies and site utilization plans leading to a recommended solution together with a general description of the PROJECT for approval by the DISTRICT.

d. If directed by the DISTRICT the project's documents shall be prepared so that portions of the work of the PROJECT may be performed under separate construction contracts, or so that the construction of certain buildings, facilities, or other portions of the PROJECT may be deferred. Alternate construction schemes made by the DISTRICT shall be provided as an additional service pursuant to Article III unless the alternate construction scheme arises out of the PROJECT exceeding the estimated Budget constraint as a result of the ARCHITECT's services under this AGREEMENT.

e. ARCHITECT shall submit a list of qualified engineers for the PROJECT for the DISTRICT's approval in conformance with Article XII. ARCHITECT shall ensure that each engineer places his or her name, seal and signature on all drawings and specifications prepared by said engineer.

f. The ARCHITECT shall conduct a visual review of existing conditions or facilities, for general conformance with existing drawings and will endeavor to prepare drawings for the Project that accurately reflect existing conditions and facilities.

g. The ARCHITECT shall perform Schematic Design Services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

h. The ARCHITECT shall submit to the DISTRICT a written estimate of the construction cost in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.

i. The ARCHITECT shall not proceed to do any work or perform any services for the Design Development Phase without first obtaining written approval from the DISTRICT of the Schematic Design Documents and Information.

24. **Design Development Phase (Preliminary Plans)**

a. Upon the ARCHITECT receiving written approval from the DISTRICT of the services set forth in Article II, paragraph 23, the ARCHITECT shall prepare Design Development Documents for approval by the DISTRICT. Such documents shall consist of site and floor plans, elevations, cross sections, and other documents necessary to depict the Design of PROJECT, and shall outline specifications to fix and illustrate the size, character and quality of the entire PROJECT as to the program requirements, landscapes, architecture, civil, structural, mechanical, and electrical systems, materials, and such other essentials as may be appropriate. The ARCHITECT shall prepare the Design Development Documents to comply with the requirements of all governmental agencies having jurisdiction over the PROJECT, including but not limited to, the Office of Public School Construction (OPSC), California Department of Education (CDE), Division of the State Architect (DSA) and the local Fire Department.

b. The ARCHITECT shall establish an estimated PROJECT Construction Cost.

c. The ARCHITECT shall perform Design Development Services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

d. The ARCHITECT shall not proceed to do any work or perform any services for the Construction Document Phase without first obtaining written approval from the DISTRICT of the Design Development Documents and Information.

25. **Construction Document Phase (Final Plans)**

a. Upon the ARCHITECT receiving written approval from the DISTRICT of the services set forth in Article II, paragraph 24, the ARCHITECT shall prepare, from the Design Development Documents approved by the DISTRICT, Construction Documents and specifications setting forth, in detail, the requirements for the construction of the entire PROJECT in conformity with all applicable governmental and code requirements, including but not limited to, the requirements of the OPSC, the DSA and the local Fire Department having jurisdiction over the PROJECT. The Construction Documents shall show all the work to be done, the materials, workmanship, finishes, and equipment required for the PROJECT.

b. The ARCHITECT shall prepare and file all documents required for and obtain the required approvals of all governmental agencies having jurisdiction over the PROJECT, including the OPSC, DSA, local Fire Department, City Design Review (DRC), County Health Department, Department of Public Works, and others which have jurisdiction over the PROJECT. The DISTRICT shall pay all fees required by such governmental authority. ARCHITECT shall, whenever feasible, establish beforehand the exact costs due to governmental agencies and submit this cost information to DISTRICT so payments may be prepared. ARCHITECT shall not charge a mark-up on costs associated with governmental agency fees when the ARCHITECT pays such fees for the DISTRICT.

c. The ARCHITECT shall immediately notify the DISTRICT of adjustments in previous estimates of the PROJECT Construction Cost arising from market fluctuations or approved changes in scope or requirements.

d. If the estimated PROJECT Construction Cost exceeds the Budget constraint, the ARCHITECT shall make all necessary design revisions at no cost to the DISTRICT to comply with the Budget and scope set by the DISTRICT in conformance with Articles V and VI, unless otherwise modified by written authorization of the DISTRICT.

26. **Bidding & Award Phase**

a. The ARCHITECT, following the DISTRICT's written approval of the Construction Documents and of the latest estimate of Construction Cost, shall assist the DISTRICT in obtaining bids and awarding the Contract for the construction of the PROJECT.

b. The ARCHITECT shall prepare all necessary bidding information and bidding forms required by the DISTRICT and shall assist the DISTRICT in preparing the Contractor's contract and general conditions, including providing, plans or specifications, which include a requirement that the Contractor provide operation manuals and adequate training for the DISTRICT in the operation of mechanical, electrical, heating, air

conditioning and other systems installed by the Contractor, all of which shall be part of the bid documents prepared by the ARCHITECT.

c. The ARCHITECT shall print and distribute necessary bidding information, general conditions of the contract, and supplementary general conditions of the contract, and shall assist the DISTRICT's legal advisor in the drafting of proposal and contract forms.

d. The ARCHITECT shall deposit a reproducible set of Construction Documents and specifications at a reprographics company specified by DISTRICT for the bid and for printing of additional sets of plans and specifications during the PROJECT. In addition,

e. If the lowest bid exceeds the Budget for the PROJECT, the ARCHITECT, in consultation with and at the direction of the DISTRICT, shall provide such modifications in the Construction Documents as necessary to bring the cost of the PROJECT within its Budget as set forth in Articles V and VI at no cost to the DISTRICT.

27. **Construction Phase**

a. The Construction Phase will commence with the award of the Construction Contract to Contractor.

b. The ARCHITECT shall reproduce five (5) sets of Construction (contract) Documents and all progress prints for the DISTRICT's and consultant's use at the ARCHITECT's expense. The remaining sets are to be provided as reimbursable expenses in conformance with Article XI.

c. The ARCHITECT shall provide technical direction to a full-time PROJECT inspector employed by and responsible to the DISTRICT as required by applicable law. The ARCHITECT shall advise the Contractor in the preparation of a marked set of prints indicating dimensioned location of buried utility lines (record drawings) which shall be forwarded to the DISTRICT upon completion of the PROJECT.

d. The ARCHITECT will endeavor to secure compliance by Contractor with the contract requirements, but does not guarantee the performance of Contractor's contracts.

e. The ARCHITECT shall provide general administration of the Construction Documents, including but not limited to periodic visits at the site as ARCHITECT deems necessary to render architectural observation which is distinguished from the continuous personal inspection of the PROJECT inspector (in no case shall the number of visits be less than once every week); make regular reports as may be required by governing agencies; keep the DISTRICT informed of the progress of construction; review schedules and shop drawings for compliance with design; approve substitution of materials, equipment, and the laboratory reports thereof subject to DISTRICT knowledge

and approval; maintain construction accounts; prepare change orders for written approval of the DISTRICT; examine Contractor's applications for payment and issue certificates for payment in amounts approved by the ARCHITECT and DISTRICT; provide a color schedule of all materials in the PROJECT for DISTRICT's review and approval; determine date of completion of the PROJECT; prepare a final punchlist and estimate the value of each item appearing thereon; make final punch-list inspection of the PROJECT; assemble and deliver to the DISTRICT written guarantees, instruction books, diagrams, and charts required of the Contractor; and issue the ARCHITECT's certificate of completion and final certificate for payment.

f. The ARCHITECT, as part of his basic services, shall advise the DISTRICT of any deficiencies in construction following the acceptance of the work and before the expiration of the guarantee period of the PROJECT.

g. The ARCHITECT shall be the interpreter of the requirements of the Construction Documents and advise the DISTRICT as to the performance by the Contractor thereunder.

h. The ARCHITECT shall make recommendations to the DISTRICT on claims relating to the execution and progress of the work and all matters and questions relating thereto. The ARCHITECT's recommendations in matters relating to artistic effect shall be consistent with the intent of the Construction Documents.

i. The ARCHITECT shall advise the DISTRICT to reject work which does not conform to the Construction Documents. The ARCHITECT shall promptly inform the DISTRICT, whenever, in the ARCHITECT's opinion, it may be necessary, to stop the work to avoid the improper performance of the AGREEMENT. The ARCHITECT has authority to require additional inspection or testing of the work in accordance with the provisions of the Construction Documents, whether work is fabricated, installed or completed.

j. The ARCHITECT shall not issue orders to the Contractor that might commit the DISTRICT to extra expenses or otherwise amend the Construction Documents without first obtaining the written approval of the DISTRICT.

k. The ARCHITECT shall act at all times in the best interest of the DISTRICT and shall administer, on behalf of the DISTRICT, the construction contract between the DISTRICT and the Contractor. The ARCHITECT does not have authority to issue change orders or to bind the DISTRICT to any changes to the Construction Documents that would result in an increase in the original contract time or amount. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this AGREEMENT, unless otherwise modified in writing.

l. Reserved.

m. The ARCHITECT shall review and certify the amounts due the Contractor. The ARCHITECT's certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT's observations and inspections at the site, that the work has progressed to the level certified, that quality of the work is in accordance with the Construction Documents and that the Contractor is entitled to payment in the amount certified.

n. The ARCHITECT shall review and approve or take other appropriate action upon Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the Construction Documents. The ARCHITECT's action shall not delay the work, but should allow for sufficient time in the ARCHITECT's professional judgment to permit adequate review.

o. The ARCHITECT shall prepare proposed change orders with supporting documentation and data for the DISTRICT's review and approval in accordance with the Construction Documents, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The ARCHITECT shall evaluate and make written recommendations regarding Contractor's proposals for possible change orders. ARCHITECT shall, at ARCHITECT's expense, prepare a set of reproducible record drawings showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the ARCHITECT.

p. The ARCHITECT shall inspect the PROJECT to determine the date or dates of final completion, receive and forward to the DISTRICT for the DISTRICT's review all written warranties and related documents required by the Construction Documents and issue a final certificate for payment upon Contractor compliance with the requirements of the Construction Documents.

q. The ARCHITECT shall provide written evaluation of the performance of the Contractor under the requirements of the Construction Documents when requested in writing by the DISTRICT.

r. The ARCHITECT shall provide services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to drawings, specifications and other documentation resulting therefrom.

s. The ARCHITECT shall be responsible for gathering information and processing forms required by applicable governing authorities, such as building departments, local Fire Departments, OPSC, and DSA, in a timely manner and ensure proper PROJECT close-out.

t. The ARCHITECT shall evaluate and render written recommendations, within a reasonable time on all claims, disputes or other matters at issue between the DISTRICT and Contractor relating to the execution or progress of the work as provided

in the construction contract. Under no circumstances should this evaluation take longer than 20 calendar days from the date the claim is received by ARCHITECT.

u. The ARCHITECT shall prepare and maintain throughout the project all as-built conditions at no additional cost.

v. Before start of construction, the following two documents are required:

(i) Contract Information Form DSA-102.

(ii) Inspector Qualification Record Form DSA-5 should be submitted 10 days before the time of starting construction.

28. **Project Close-Out**

a. The ARCHITECT shall assure delivery of all documents required of the architect of record by the Division of the State Architect before issuance of a "Certificate of Completion".

b. During the period the PROJECT is under construction the following documents are required:

1. Reserved.

2. Reserved.

3. Final Punch List with estimated values of each item on the Final Punch List.

4. List of all Contract Related Documents (e.g., warranties, waivers and releases, Owner and Operator Manuals, etc., etc.) required to be supplied by and/or through the Contractor.

c. Upon completion of construction of the PROJECT, the following reports are required:

1. Copy of the Notice of Completion.

2. Final Verified Report Form DSA-6A/E certifying all work is 100% complete from the ARCHITECT, Structural Engineer, Mechanical Engineer and Electrical Engineer.

3. Reserved.

4. Reserved.

5. Reserved.

6. Copies of the signature page of all Addenda as approved by DSA.

7. Copies of the signature pages of all Deferred Approvals as approved by DSA.

8. Copies of the signature page of all Change Orders as approved by DSA.

9. Reserved.

10. Reserved.

11. The latest as-built plans with accurate and complete redlines and notes in the following format. If the DISTRICT does not agree with the accuracy of the as-built plans, the ARCHITECT shall revise the as-built plans at no additional cost.

    (i) Full-size set of plans

    (ii) CADD, Revit, or other format agreed to by the DISTRICT

ARTICLE III - ADDITIONAL ARCHITECT'S SERVICES

1. Whenever ARCHITECT believes that additional services are required that are caused by circumstances beyond the ARCHITECT's control, the ARCHITECT shall immediately notify the DISTRICT in writing of the need for such additional services. ARCHITECT shall not perform any additional services without first obtaining written authorization from the DISTRICT's Board. Compensation for such services shall be negotiated, and a mutually agreed to lump sum amount ascertained and approved in writing by the DISTRICT's Board, before any such additional services are performed. If a mutually agreed to lump sum is not agreed to, then upon receiving written authorization from the DISTRICT's Board, the ARCHITECT shall perform such additional services on a time and material basis at the rates agreed to and set forth of Exhibit "B". The hourly rates set forth on Exhibit "B" shall be held firm for the life of this Agreement. Such additional services may include:

a. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of the Construction Documents.

b. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with Change Orders required by causes beyond the control of the ARCHITECT which are not the result of the direct or indirect negligence, errors or omissions on the part of ARCHITECT.

c. Providing consultation concerning replacement of work damaged by fire and furnishing services required in connection with the replacement of such work.

d. Providing services made necessary by the default of the Contractor, which does not arise directly or indirectly from negligence, errors or omissions of ARCHITECT.

e. If the DISTRICT requests the PROJECT be let on a segregated basis where segregation does not arise from ARCHITECT exceeding the estimated budget constraint, then plan preparation and/or contract administration work to prepare the segregated plans is an extra service subject to prior negotiation and DISTRICT approval.

f. Providing contract administration services after the construction contract time has been exceeded through no fault of the ARCHITECT, Payment of the ARCHITECT shall be made from collected liquidated damages.

g. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted architectural practice.

2. If authorized in writing by the DISTRICT's Board, ARCHITECT shall provide one or more PROJECT Representatives to assist in carrying out more extensive representation at the site than is described in Article II. The PROJECT Representative(s) shall be selected, employed and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefore as agreed by the DISTRICT and ARCHITECT. Through the observations of such PROJECT Representative(s), the ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such PROJECT representation shall not modify the rights, responsibilities or obligations of the ARCHITECT as described elsewhere in this AGREEMENT. Such services shall be negotiated and approved in writing by the DISTRICT

ARTICLE IV - DISTRICT'S RESPONSIBILITIES

1. The DISTRICT shall provide to the ARCHITECT information regarding requirements for the PROJECT, including information regarding the DISTRICT's objectives, schedule, budget constraints as well as any other criteria provided by the DISTRICT.

2. Before the Schematic Design Phase, the ARCHITECT shall prepare a current overall budget for the PROJECT, including the construction cost for the PROJECT. The budget shall be based upon the DISTRICT's objectives, schedule, budget constraints and any other

criteria that are provided to the ARCHITECT pursuant to Article IV, Paragraph 1 above. The DISTRICT shall approve the budget prepared by the ARCHITECT pursuant to this Paragraph and this shall be the "Budget" for the PROJECT as set forth in this AGREEMENT.

3. The DISTRICT shall notify the ARCHITECT of administrative procedures required and name a representative authorized to act on its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the PROJECT. The DISTRICT shall observe the procedure of issuing any orders to Contractors only through the ARCHITECT.

4. The DISTRICT shall give prompt written notice to the ARCHITECT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the Construction Documents. However, the DISTRICT's failure or omission to do so shall not relieve the ARCHITECT of ARCHITECT's responsibilities under Title 21, Title 24, and the Field Act hereunder. The DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.

5. The proposed language of certifications requested of the ARCHITECT or ARCHITECT's consultants shall be submitted to the ARCHITECT for review and approval at least fourteen (14) days before execution.

ARTICLE V - COST OF CONSTRUCTION

1. During the Schematic Design, Design Development and Construction Document Phases, Construction Cost ("Construction Cost") shall be reconciled against the DISTRICT's Budget for the PROJECT.

2. PROJECT Construction Cost as used in this AGREEMENT means the total cost to the DISTRICT of all work designed or specified by the ARCHITECT, including work covered by approved change orders and/or alternates approved by the DISTRICT, but excluding the following: Any payments to ARCHITECT or consultants, for costs of inspections, surveys, tests, and landscaping not included in PROJECT.

3. When labor or material is furnished by the DISTRICT below its market cost, the Construction Cost shall be based upon current market cost of labor and new material.

4. The Construction Cost shall be the acceptable estimate of construction costs to the DISTRICT as submitted by the ARCHITECT until such time as bids have been received, whereupon it shall be the bid amount of the lowest responsible responsive bidder.

5. Any Budget or fixed limit of construction cost shall be adjusted if the bidding has not commenced within ninety (90) days after the ARCHITECT submits the Construction Documents to the DISTRICT, to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the DISTRICT and the date on which bids are sought for the PROJECT.

6. If the lowest bid received exceeds the Budget:

a. The DISTRICT may give written approval of an increase of such fixed limit;

b. The DISTRICT may authorize rebidding of the PROJECT within a reasonable time;

c. If the PROJECT is abandoned, the DISTRICT may terminate this AGREEMENT in accordance with Article VIII, Paragraph 2;

d. The DISTRICT may request the ARCHITECT prepare, at no additional cost, deductive change packages that will bring the PROJECT within the Budget; or

e. The DISTRICT may request the ARCHITECT cooperate in revising the PROJECT scope and quality as required to reduce the construction cost.

7. If the DISTRICT chooses to proceed under Article V, paragraph 6(e), the ARCHITECT, without additional charge, agrees to redesign until the PROJECT is brought within the Budget set forth in this AGREEMENT. Redesign does not mean phasing or removal of parts of the PROJECT unless agreed in writing by the DISTRICT. Redesign means redesign of the PROJECT with all its component parts to meet the Budget set forth in this AGREEMENT.

ARTICLE VI - ESTIMATE OF PROJECT CONSTRUCTION COSTS

1. Estimates referred to in Article II shall be prepared on a square foot/unit costs basis, or more detailed computation if deemed necessary by the DISTRICT, considering prevailing construction costs and including all work for which bids will be received. It is understood that the PROJECT Construction Cost is affected by the labor and/or material market as well as other conditions beyond the control of the ARCHITECT or DISTRICT.

2. The ARCHITECT shall review the estimate at each phase of the ARCHITECT's services. The ARCHITECT shall provide the DISTRICT with a written evaluation of the estimate at each phase of the ARCHITECT's services. The ARCHITECT's written evaluations shall, among other things, evaluate how the estimates compare to the Budget. If such estimates are in excess of the Budget, the ARCHITECT shall revise the type or quality of construction to come within the budgeted limit at no additional cost to the DISTRICT. ARCHITECT's initial budget and scope limitations shall be realistic and be reviewed with the DISTRICT before formalization.

3. The ARCHITECT, upon request of the DISTRICT, shall prepare a detailed estimate of construction costs at no additional cost.

ARTICLE VII - ARCHITECT'S DRAWINGS AND SPECIFICATIONS

1. All documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by the ARCHITECT or the ARCHITECT's Consultants for this PROJECT, shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316 for the purposes of repair, maintenance, renovation, modernization or other purposes as they relate to the PROJECT. The DISTRICT, however, shall not be precluded from using the ARCHITECT's or ARCHITECT's Consultant's documents enumerated above for the purposes of additions, alignments or other development on the PROJECT site.

2. If DISTRICT intends to reuse ARCHITECT's plans, specifications or other documents for a project or projects other than that which is the subject of this AGREEMENT, and for which the ARCHITECT is not the architect of record, a fee of three percent (3%) of the Construction Costs shall be paid to the ARCHITECT for such reuse. In the event of such reuse or modification of the ARCHITECT's drawings, specification or other documents by any person, firm or legal entity, the DISTRICT agrees to indemnify, defend and hold the ARCHITECT harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorney's fees, accruing to or resulting from any and all persons, firms, or any other legal entity, on account of any damage or loss to property or persons, including, but not limited to, death, arising out of such use, reuse or modification of the ARCHITECT's drawing, specifications or other documents. The DISTRICT further agrees to remove the names and seals of the ARCHITECT and the ARCHITECT's Consultants from the title block and signature pages. The DISTRICT, however, may use the ARCHITECT's plans and documents as enumerated in this Article as reference documents for the purposes of additions, alignments or other development on the PROJECT site. Before reuse of the ARCHITECT's documents, the DISTRICT agrees to notify the ARCHITECT in writing of such reuse.

ARTICLE VIII - TERMINATION

1. This AGREEMENT may be terminated by either party upon fourteen (14) days written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of ARCHITECT, or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the ARCHITECT for Board approved additional services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the ARCHITECT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased

consultant and replacement architect costs shall be deducted from payments otherwise due and owing to the ARCHITECT. ARCHITECT shall remain responsible and liable for any and all costs not reimbursed after a deduction of money from such payments.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article VIII, Paragraph 4 below, and ARCHITECT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by ARCHITECT.

4. This AGREEMENT may be terminated without cause by DISTRICT for convenience upon fourteen (14) days written notice to the ARCHITECT. In the event of a termination without cause for convenience, the DISTRICT shall pay to the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the ARCHITECT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the ARCHITECT. In addition, ARCHITECT will be reimbursed for reasonable termination costs through the payment of 3% beyond the sum due the ARCHITECT under this paragraph through 50% completion of the ARCHITECT's portion of the PROJECT and if 50% completion is reached, payment of 3% of the unpaid balance of the contract to ARCHITECT as termination cost. This 3% payment is agreed to compensate the ARCHITECT for the unpaid profit ARCHITECT would have made under the PROJECT on the date of termination and is consideration for entry into this termination for convenience clause. ARCHITECT represents and acknowledges that the money paid to ARCHITECT as set forth in this Article 8, paragraph 4 constitutes the sole and exclusive money, compensation and damages payable to ARCHITECT from the DISTRICT and/or recoverable by ARCHITECT against the DISTRICT as a result of a termination for convenience. The operation of this paragraph shall be construed as a liquidated damage provision running in favor of the DISTRICT and against the ARCHITECT.

5. In the event of a dispute between the parties as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, ARCHITECT agrees to continue the work diligently to completion. If the dispute is not resolved, ARCHITECT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but ARCHITECT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before.

ARTICLE IX - ACCOUNTING RECORDS OF THE ARCHITECT

1. Records of the ARCHITECT's direct personnel and reimbursable expense pertaining to the extra services of this PROJECT and records of accounts between the DISTRICT and Contractor shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or its authorized representative at mutually convenient times.

ARTICLE X - COMPENSATION TO THE ARCHITECT

The DISTRICT shall compensate the ARCHITECT as follows:

1. ARCHITECT change orders fees are paid as approved by the District Board. If a change order is approved without ARCHITECT fee, no fee will be paid to the ARCHITECT unless negotiated before commencing change order work.

2. Payment to the ARCHITECT will be as set forth on Attachment "A".

3. To the extent that the time initially established for the completion of ARCHITECT's services is exceeded or extended through no fault of the ARCHITECT, compensation for any services rendered during the additional period of time shall be negotiated and subject to prior approval by DISTRICT Board. Assessment and collection of liquidated damages from the Contractor is a condition precedent to payment for extra services arising from Contractor caused delays.

4. Expenses incurred by the ARCHITECT and ARCHITECT's employees and consultants in the interest of the PROJECT shall have prior DISTRICT written approval before they are incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT's review.

ARTICLE XI - REIMBURSABLE EXPENSES

1. Reimbursable expenses are in addition to compensation for basic services and additional services, and shall be paid to the ARCHITECT at one and one-tenth (1.1) times the expenses incurred by the ARCHITECT, the ARCHITECT's employees and consultants for the following specified items:

   a. Approved reproduction of drawings and specifications in excess of the copies provided by this AGREEMENT which includes sets of construction documents and all progress prints.

   b. Fees advanced for securing approval of authorities having jurisdiction over the PROJECT.

2. Reimbursable expenses are estimated to be as set forth on Attachment "A", and this amount shall not be exceeded without the prior written approval of the DISTRICT.

3. Reimbursement for fees and other expenses, except for construction administration services associated with delay caused solely by the Contractor, shall be made to the ARCHITECT as incurred. Reimbursable expenses shall not include:

a. Travel expenses;
b. Check prints;
c. Prints or plans or specifications made for ARCHITECT's consultants and all progress prints;
d. Preliminary plans and specifications;
e. ARCHITECT's consultants' reimbursables.
f. Models or mock-ups
g. Meetings with Cities, planning officials, fire departments, the DSA, State Allocation Board or other public agencies.

ARTICLE XII - EMPLOYEES AND CONSULTANTS

1. The ARCHITECT, as part of the ARCHITECT's basic professional services, shall furnish the necessary services of landscape architects, structural, mechanical, electrical, civil and traffic engineers to complete the PROJECT. All consultant services shall be provided at the ARCHITECT's sole expense.

2. The ARCHITECT shall submit, for written approval by the DISTRICT, the names of the consultant firms proposed for the PROJECT. Nothing in this AGREEMENT shall create any contractual relation between the DISTRICT and any Consultants employed by the ARCHITECTS under the terms of this AGREEMENT.

3. ARCHITECT's consultants shall be licensed to practice in California and have relevant experience with California school design and construction during the last five years. If any employee or consultant of the ARCHITECT is not acceptable to the DISTRICT, then that individual shall be replaced with an acceptable competent person at the DISTRICT's request.

4. The construction administrator or field representative assigned to this PROJECT by ARCHITECT shall be licensed as a California Architect and able to make critical PROJECT decisions in a timely manner and shall be readily available and provide by phone, facsimile and through correspondence, design direction and decisions when the construction administrator is not at the site.

ARTICLE XIII - MISCELLANEOUS

1. The ARCHITECT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, ARCHITECT and Contractor during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a copy of such record to the DISTRICT.

2. To the fullest extent permitted by law, ARCHITECT agrees to indemnify and hold DISTRICT harmless from all liability arising out of:

a. Workers Compensation and Employers Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to ARCHITECT's employees or ARCHITECT's subcontractor's employees arising out of ARCHITECT's work under this AGREEMENT;

b. General Liability. Liability arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT for damages related to (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the ARCHITECT or the DISTRICT, or any person, firm or corporation employed by the ARCHITECT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent Architects who are directly employed by the DISTRICT;

c. Professional Liability. Liability arising out of, pertaining to, or relating to the professional negligence, recklessness, or willful misconduct of the ARCHITECT which the ARCHITECT shall indemnify and hold the DISTRICT entirely harmless from including any loss, injury to, death of persons or damage to property caused by any act, neglect, default or omission of the ARCHITECT, or any person, firm or corporation employed by the ARCHITECT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by sole or active negligence, or willful misconduct of the DISTRICT.

d. The ARCHITECT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings, arising out of Article XIII, Paragraphs 2(a) and (b) above, that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

3. ARCHITECT shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect ARCHITECT and DISTRICT from claims which may arise out of or result from ARCHITECT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. The ARCHITECT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS ($1,000,000).

b. Commercial general and auto liability insurance with limits of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Owned, non-owned and hired vehicles;
2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and
5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of not less than ONE MILLION DOLLARS ($1,000,000) per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Valuable Document Insurance. The ARCHITECT shall carry adequate insurance on all drawings and specifications as may be required to protect the DISTRICT in the amount of its full equity in those drawings and specifications, and shall file with the DISTRICT a certificate of that insurance. The cost of that insurance shall be paid by the ARCHITECT, and the DISTRICT shall be named as an additional insured.

e. Each policy of insurance required in b. above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT before cancellation; and, shall waive all rights of subrogation. ARCHITECT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Before commencing work, ARCHITECT shall deliver to DISTRICT certificates of insurance as

evidence of compliance with the requirements herein. In the event ARCHITECT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of ARCHITECT, and in such event ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.

f. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article XIII 3(a)(b)(c)(d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than $500,000 per occurrence.

g. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

4. ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. ARCHITECT understands and agrees that ARCHITECT and all of ARCHITECT's 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 Worker's Compensation. ARCHITECT assumes the full responsibility for the acts and/or omissions of ARCHITECT's employees or agents as they relate to the services to be provided under this AGREEMENT. ARCHITECT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective ARCHITECT's employees.

5. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or ARCHITECT.

6. The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. ARCHITECT shall not assign this AGREEMENT.

7. This AGREEMENT shall be governed by the laws of the State of California.

8. Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and ARCHITECT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the ARCHITECT.

9. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this AGREEMENT.

The parties, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

ARCHITECT:	DISTRICT:
_____	Santa Ana Unified School District
By: Jon Alan Baker, FAIA, LEED AP	By: _____
Partner Ca Lic. #C14513	_____

ATTACHMENT "A"

ARCHITECT'S FEE SCHEDULE

Schematic Design	$37,260
Design Development	$55,890
Construction Documents	$149,040
Agency Approvals	$18,630
Bidding	$18,630
Construction Admin	$93,150
Reimburseables	$5,000
TOTAL	**$377,600**

ATTACHMENT "B"

SCOPE OF WORK

CTE Engineering and Construction Management

Room 330 & Fitness Center: Convert Existing Fitness Room/s into Engineering lab/Maker Space. Small room becomes lecture, large room becomes maker space.

Shade Structure: Construct approximately 60x60 Shade Structure to shield fitness equipment adjacent to locker room building. PC Approved. Partially fenced enclosure in addition to PC approval.

Digital and Visual Arts

Room 329: Convert existing photography lab to Architecture/Construction Academy program. Demo existing improvements including darkroom and partial walls.

Room 328: Convert existing Photography lab to accommodate Art program relocated from Rm 329.

Room 318 and 319: Convert to Photography Lab. Remove wall between rooms. No dark room facilities will be provided.

Room 315 and 316: Convert to Digital Media Lab. Remove wall between rooms.

AGENDA ITEM BACK UP SHEET
June 27, 2017

Board Meeting

TITLE: **Approval of Agreement with Ghataode Bannon Architects for Architectural Services for Portable Relocation Master Plan at Various Sites**

ITEM: **Action**
SUBMITTED BY: **Orin L. Williams, Assistant Superintendent, Facilities and Governmental Relations**
PREPARED BY: **Orin L. Williams, Assistant Superintendent, Facilities and Governmental Relations**

BACKGROUND INFORMATION:

Submitted for Board consideration is the staff recommendation for approval of agreement with Ghataode Bannon Architects (GBA) for architectural services for portable relocation master plan and infrastructure.

On February 15, 2017, the District solicited a Request for Qualifications for architectural services. Of the 37 applicants, 5 firms, including GBA, were selected and approved by the Board on May 9, 2017 to be placed on the District's list of pre-approved architectural firms.

ITEM SUMMARY:

- Approve the agreement with Ghataode Bannon Architects.
- Contract Starts: June 28, 2017
- Contract Amount: Not to exceed $229,000

RATIONALE:

As a result of portable-to-permanent (P2P) projects anticipated to be completed in the near future, the District will have surplus portable classroom buildings. As discussed at the May 1, 2017 Board Meeting, the surplus portables would be relocated and repurposed for the following: 1) additional preschool programs offered at various school sites, 2) P.E. changing rooms for the K-8 schools, 3) added capacity at Godinez High School and jointly used by the Heritage Museum of Orange County, and 4) Added classrooms at ALA-ECP and Surgeon Intermediate. The relocation of portable classrooms requires Division of the State Architect (DSA) approval. Staff recommends award of contract to GBA for design of the DSA plans based on their extensive knowledge of the District and of portable relocation projects.

LCAP Goal 3.4: Support school and district operations to create welcoming and productive school environments.

FUNDING:

Cell Lease-Facilities Fund: Not to exceed $229,000

RECOMMENDATION:

Approve the agreement with Ghataode Bannon Architects for Portable Relocation Master Plan at various sites.

OW:rb

ARCHITECTURAL SERVICES AGREEMENT

This AGREEMENT is made and entered into this 28th day of June in the year 2017 by and between the SANTA ANA UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT", and Ghataode Bannon Architects, hereinafter referred to as "ARCHITECT." This AGREEMENT shall include all terms and conditions set forth herein. The DISTRICT and the ARCHITECT are sometimes referred to herein individually as a "PARTY" and collectively as the "PARTIES." This Agreement is made with reference to the following facts:

WHEREAS, DISTRICT desires to obtain architectural, engineering and other professional services, as described in this AGREEMENT, for the Architectural Services for the Portable Relocation Master Plan and associated Site Improvements project, hereinafter referred to as "PROJECT," located at various sites in the DISTRICT; and

WHEREAS, ARCHITECT understands that OPSC funding for this PROJECT is a condition precedent to the effectiveness of this AGREEMENT. If OPSC funding is not received for the PROJECT, this AGREEMENT is void except to the extent services have been rendered pursuant to written authorization by the DISTRICT's Board before such services are performed; and

WHEREAS, ARCHITECT is fully licensed to provide architectural services in conformity with the laws of the State of California;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I - ARCHITECT'S SERVICES AND RESPONSIBILITIES

1. The ARCHITECT's services shall consist of those services performed by the ARCHITECT, ARCHITECT's employees and ARCHITECT's consultants as enumerated in Articles II and III of this AGREEMENT.

2. The ARCHITECT's services, and the services to be performed by the ARCHITECT'S consultants and/or sub-consultants, shall be performed in strict compliance with the requirements and standards set froth in this AGREEMENT. If a requirement and/or standard is not expressly set forth in this AGREEMENT, then ARCHITECT's services and the services of the ARCHITECT's consultants and/or sub-consultants, shall be performed in a manner which is consistent with the professional skill and care of like professionals performing such services for school construction projects in the State of California and consistent with the orderly progress of the work for the Project. The ARCHITECT represents that he/she will follow these requirements and standards in performing all services under this AGREEMENT. Upon request of the DISTRICT, the ARCHITECT shall submit for the DISTRICT's approval a schedule for the performance of the ARCHITECT's services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT's review and for approval by authorities having jurisdiction over the

PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT.

3. The schematic design, design development and construction document services covered by this AGREEMENT shall be completed and submitted to the Division of the State Architect for review and approval on or before July 18, 2017.

ARTICLE II - SCOPE OF ARCHITECT'S SERVICES

1. The ARCHITECT's services include those described not only in this Article, but elsewhere throughout this AGREEMENT, and include structural, civil, mechanical and electrical engineering, landscape architecture services, and any other services necessary to produce a reasonably complete and accurate set of Construction Documents defined as including but not limited to the following: The agreement between DISTRICT and Contractor awarded the PROJECT ("Contractor"), general and supplementary conditions of the Contract between DISTRICT and Contractor, drawings, specifications, addenda and other documents listed in the Agreement, and modifications issued after execution of the DISTRICT and Contractor Contract.

2. The ARCHITECT shall assist the DISTRICT in obtaining required approvals from governmental agencies responsible for electrical, gas, water, sanitary or storm sewer, telephone, public utilities, as well as the Office of Public School Construction (OPSC), California Department of Education (CDE) and Division of the State Architect (DSA).

3. The ARCHITECT shall be responsible for determining the capacity of existing utilities, and/or for any design or documentation required to make points of connection to existing utility services that may be located on or off the PROJECT site and which are required for the PROJECT.

4. The ARCHITECT shall provide a PROJECT description, which includes the DISTRICT's needs, program, and the requirements of the PROJECT before preparing preliminary designs for the PROJECT.

5. The ARCHITECT shall provide a written preliminary evaluation of the DISTRICT's PROJECT, schedule and construction budget requirements. Such evaluation shall include alternative approaches to design and construction of the PROJECT, evaluation and application of Educational specification requirements under Education Code Section 17251 and under Title 5 California Code of Regulations Section 14000 et seq.

6. The ARCHITECT shall provide planning surveys, site evaluations and comparative studies of prospective sites, buildings or locations.

7. The ARCHITECT shall attend regular PROJECT coordination meetings between the ARCHITECT, its Consultants, the DISTRICT's representative(s), and other Consultants of the DISTRICT during PROJECT development.

8. The ARCHITECT shall make revisions in Drawings, Specifications, the PROJECT Manual or other documents when such revisions are necessary due to the ARCHITECT's failure to comply with approvals or instructions previously given by DISTRICT, including revisions made necessary by adjustments in the DISTRICT's program or PROJECT Budget.

9. The ARCHITECT shall provide services required due to programmatic changes in the PROJECT including, but not limited to, size, quality, complexity, method of bidding or negotiating the contract for construction.

10. The ARCHITECT shall provide services in connection with the work of a construction manager or separate consultants retained by DISTRICT.

11. The ARCHITECT shall provide detailed estimates of construction costs at no additional cost to DISTRICT as further described in Articles V and VI.

12. The ARCHITECT shall provide detailed quantity surveys, which provide inventories of material, equipment or labor.

13. The ARCHITECT shall provide analyses of DISTRICT ownership and operating costs for the PROJECT.

14. The ARCHITECT shall provide interior design and other services required for or in connection with graphics and signage. All other interior design services are addressed under Article III as an additional service.

15. The ARCHITECT shall visit suppliers, fabricators, and manufacturers' facilities such as for carpet, stone, wood veneers, standard or custom furniture, to review the quality or status of items being produced for the PROJECT.

16. The ARCHITECT shall cooperate and consult with DISTRICT in use and selection of manufactured items on the PROJECT, including, but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, and floor coverings. All such manufactured items shall be standardized to DISTRICT's criteria to the extent such criteria do not interfere with PROJECT design and are in compliance with the requirements of Public Contract Code §3400. ARCHITECT shall report to the DISTRICT any action needed to be taken by the DISTRICT's Governing Board to meet the requirements of Public Contract Code §3400 regarding any manufactured items the DISTRICT may want to use on a Project.

17. The ARCHITECT shall certify to the best of its information pursuant to 40 Code of Federal Regulations §763.99(a) (7), that no asbestos-containing material was specified as a building material in any construction document for the PROJECT and will ensure that contractors provide DISTRICT with a certification that all materials used in the construction of any school building are free from any asbestos-containing building materials ("ACBM's"). ARCHITECT shall include statements in specifications that materials containing asbestos are not to be included. This certification shall be part of the final PROJECT submittal.

18. The ARCHITECT shall consider operating or maintenance costs when selecting systems for the DISTRICT. The ARCHITECT shall utilize grants and outside funding sources and work with the DISTRICT to utilize and consider funding from grants and alternative funding sources.

19. The ARCHITECT shall prepare for and make formal presentations to the Governing Board of DISTRICT, attend public hearings and other public meetings. In addition, ARCHITECT shall attend and assist in legal proceedings that arise from errors or omissions of the ARCHITECT.

20. The duties, responsibilities and limitations of authority of the ARCHITECT shall not be restricted, modified or extended without written agreement between the DISTRICT and ARCHITECT.

21. The ARCHITECT shall comply with all federal, state and local laws, rules, regulations and ordinances that are applicable to the PROJECT.

22. The ARCHITECT shall have access to the work at all times.

23. **Schematic Design Phase**

a. The ARCHITECT shall review the program furnished by the DISTRICT to ascertain the requirements of the PROJECT and shall review the understanding of such requirements with the DISTRICT.

b. The ARCHITECT shall prepare, for approval by the DISTRICT, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of PROJECT components. These documents shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations which are applicable to these documents. The ARCHITECT shall prepare the Schematic Design Documents to comply with the requirements of all governmental agencies having jurisdiction over the PROJECT, including but not limited to, the Office of Public School Construction (OPSC), California Department of Education (CDE), Division of the State Architect (DSA) and the local Fire Department.

c. The ARCHITECT shall prepare schematic design studies and site utilization plans leading to a recommended solution together with a general description of the PROJECT for approval by the DISTRICT.

d. If directed by the DISTRICT at the time of approval of the schematic design, the Construction Documents shall be prepared so that portions of the work of the PROJECT may be performed under separate construction contracts, or so that the construction of certain buildings, facilities, or other portions of the PROJECT may be deferred. Alternate construction schemes made by the DISTRICT subsequent to the Schematic Design Phase shall be provided as an additional service pursuant to Article III

unless the alternate construction scheme arises out of the PROJECT exceeding the estimated Budget constraint as a result of the ARCHITECT's services under this AGREEMENT.

e. ARCHITECT shall submit a list of qualified engineers for the PROJECT for the DISTRICT's approval in conformance with Article XII. ARCHITECT shall ensure that each engineer places his or her name, seal and signature on all drawings and specifications prepared by said engineer.

f. The ARCHITECT shall investigate existing conditions or facilities, verify that existing drawings of such existing conditions or facilities are accurately and completely depicted therein, and only use and/or prepare drawings for the Project that accurately and completely depict all existing conditions and facilities.

g. The ARCHITECT shall perform Schematic Design Services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

h. The ARCHITECT shall submit to the DISTRICT a written estimate of the construction cost in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.

i. The ARCHITECT shall not proceed to do any work or perform any services for the Design Development Phase without first obtaining written approval from the DISTRICT of the Schematic Design Documents and Information.

24. **Design Development Phase (Preliminary Plans)**

a. Upon the ARCHITECT receiving written approval from the DISTRICT of the services set forth in Article II, paragraph 23, the ARCHITECT shall prepare Design Development Documents for approval by the DISTRICT. Such documents shall consist of site and floor plans, elevations, cross sections, and other documents necessary to depict the Design of PROJECT, and shall outline specifications to fix and illustrate the size, character and quality of the entire PROJECT as to the program requirements, landscapes, architecture, civil, structural, mechanical, and electrical systems, materials, and such other essentials as may be appropriate. The ARCHITECT shall prepare the Design Development Documents to comply with the requirements of all governmental agencies having jurisdiction over the PROJECT, including but not limited to, the Office of Public School Construction (OPSC), California Department of Education (CDE), Division of the State Architect (DSA) and the local Fire Department.

b. The ARCHITECT shall establish an estimated PROJECT Construction Cost.

c. The ARCHITECT shall perform Design Development Services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

d. The ARCHITECT shall not proceed to do any work or perform any services for the Construction Document Phase without first obtaining written approval from the DISTRICT of the Design Development Documents and Information.

25. **Construction Document Phase (Final Plans)**

a. Upon the ARCHITECT receiving written approval from the DISTRICT of the services set forth in Article II, paragraph 24, the ARCHITECT shall prepare, from the Design Development Documents approved by the DISTRICT, Construction Documents (in most recent AutoCAD format) and specifications setting forth, in detail, the requirements for the construction of the entire PROJECT in conformity with all applicable governmental and code requirements, including but not limited to, the requirements of the OPSC, the DSA and the local Fire Department having jurisdiction over the PROJECT. The Construction Documents shall show all the work to be done, the materials, workmanship, finishes, and equipment required for the PROJECT.

b. The ARCHITECT shall prepare and file all documents required for and obtain the required approvals of all governmental agencies having jurisdiction over the PROJECT, including the OPSC, DSA, local Fire Department, City Design Review (DRC), County Health Department, Department of Public Works, and others, which have jurisdiction over the PROJECT. The DISTRICT shall pay all fees required by such governmental authority. ARCHITECT shall, whenever feasible, establish beforehand the exact costs due to governmental agencies and submit this cost information to DISTRICT so payments may be prepared. ARCHITECT shall not charge a mark-up on costs associated with governmental agency fees when the ARCHITECT pays such fees for the DISTRICT.

c. The ARCHITECT shall immediately notify the DISTRICT of adjustments in previous estimates of the PROJECT Construction Cost arising from market fluctuations or approved changes in scope or requirements.

d. If the estimated PROJECT Construction Cost exceeds the Budget constraint, the ARCHITECT shall make all necessary design revisions at no cost to the DISTRICT to comply with the Budget and scope set by the DISTRICT in conformance with Articles V and VI, unless otherwise modified by written authorization of the DISTRICT.

26. **Bidding & Award Phase**

a. The ARCHITECT, following the DISTRICT's written approval of the Construction Documents and of the latest estimate of Construction Cost, shall assist the

DISTRICT in obtaining bids and awarding the Contract for the construction of the PROJECT.

b. The ARCHITECT shall prepare all necessary bidding information and bidding forms required by the DISTRICT and shall assist the DISTRICT in preparing the Contractor's contract and general conditions, including providing, plans or specifications, which include a requirement that the Contractor provide operation manuals and adequate training for the DISTRICT in the operation of mechanical, electrical, heating, air conditioning and other systems installed by the Contractor, all of which shall be part of the bid documents prepared by the ARCHITECT.

c. The ARCHITECT shall print and distribute necessary bidding information, general conditions of the contract, and supplementary general conditions of the contract, and shall assist the DISTRICT's legal advisor in the drafting of proposal and contract forms.

d. The ARCHITECT shall deposit a reproducible set of Construction Documents and specifications at a reprographics company specified by DISTRICT for the bid and for printing of additional sets of plans and specifications during the PROJECT. In addition, ARCHITECT shall provide DISTRICT with an AutoCAD diskette file.

e. If the lowest bid exceeds the Budget for the PROJECT, the ARCHITECT, in consultation with and at the direction of the DISTRICT, shall provide such modifications in the Construction Documents as necessary to bring the cost of the PROJECT within its Budget as set forth in Articles V and VI at no cost to the DISTRICT.

27. **Construction Phase**

a. The Construction Phase will commence with the award of the Construction Contract to Contractor.

b. The ARCHITECT shall reproduce fifteen (15) sets of Construction (contract) Documents and all progress prints for the DISTRICT's and consultant's use at the ARCHITECT's expense. The remaining sets are to be provided as reimbursable expenses in conformance with Article XI.

c. The ARCHITECT shall provide technical direction to a full-time PROJECT inspector employed by and responsible to the DISTRICT as required by applicable law. The ARCHITECT shall advise the Contractor in the preparation of a marked set of prints indicating dimensioned location of buried utility lines (record drawings) which shall be forwarded to the DISTRICT upon completion of the PROJECT.

d. The ARCHITECT will endeavor to secure compliance by Contractor with the contract requirements, but does not guarantee the performance of Contractor's contracts.

e. The ARCHITECT shall provide general administration of the Construction Documents, including but not limited to periodic visits at the site as ARCHITECT deems necessary to render architectural observation which is distinguished from the continuous personal inspection of the PROJECT inspector (in no case shall the number of visits be less than once every week); make regular reports as may be required by governing agencies; keep the DISTRICT informed of the progress of construction; review schedules and shop drawings for compliance with design; approve substitution of materials, equipment, and the laboratory reports thereof subject to DISTRICT knowledge and approval; maintain construction accounts; prepare change orders for written approval of the DISTRICT; examine Contractor's applications for payment and issue certificates for payment in amounts approved by the ARCHITECT and DISTRICT; provide a color schedule of all materials in the PROJECT for DISTRICT's review and approval; determine date of completion of the PROJECT; prepare a final punchlist and estimate the value of each item appearing thereon; make final punch-list inspection of the PROJECT; assemble and deliver to the DISTRICT written guarantees, instruction books, diagrams, and charts required of the Contractor; and issue the ARCHITECT's certificate of completion and final certificate for payment.

f. The ARCHITECT, as part of his basic services, shall advise the DISTRICT of any deficiencies in construction following the acceptance of the work and before the expiration of the guarantee period of the PROJECT.

g. The ARCHITECT shall be the interpreter of the requirements of the Construction Documents and advise the DISTRICT as to the performance by the Contractor thereunder.

h. The ARCHITECT shall make recommendations to the DISTRICT on claims relating to the execution and progress of the work and all matters and questions relating thereto. The ARCHITECT's recommendations in matters relating to artistic effect shall be consistent with the intent of the Construction Documents.

i. The ARCHITECT shall advise the DISTRICT to reject work, which does not conform to the Construction Documents. The ARCHITECT shall promptly inform the DISTRICT, whenever, in the ARCHITECT's opinion, it may be necessary, to stop the work to avoid the improper performance of the AGREEMENT. The ARCHITECT has authority to require additional inspection or testing of the work in accordance with the provisions of the Construction Documents, whether work is fabricated, installed or completed.

j. The ARCHITECT shall not issue orders to the Contractor that might commit the DISTRICT to extra expenses or otherwise amend the Construction Documents without first obtaining the written approval of the DISTRICT.

k. The ARCHITECT shall act at all times in the best interest of the DISTRICT and shall administer, on behalf of the DISTRICT, the construction contract

between the DISTRICT and the Contractor. The ARCHITECT does not have authority to issue change orders or to bind the DISTRICT to any changes to the Construction Documents that would result in an increase in the original contract time or amount. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this AGREEMENT, unless otherwise modified in writing.

l. The ARCHITECT shall at no additional cost provide services made necessary by defect or deficiencies in the work of the Contractor which through reasonable care should have been discovered by the ARCHITECT and promptly reported to the DISTRICT and Contractor but which ARCHITECT failed to do.

m. The ARCHITECT shall review and certify the amounts due the Contractor. The ARCHITECT's certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT's observations and inspections at the site, that the work has progressed to the level certified, that quality of the work is in accordance with the Construction Documents and that the Contractor is entitled to payment in the amount certified.

n. The ARCHITECT shall review and approve or take other appropriate action upon Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the Construction Documents. The ARCHITECT's action shall not delay the work, but should allow for sufficient time in the ARCHITECT's professional judgment to permit adequate review.

o. The ARCHITECT shall prepare proposed change orders with supporting documentation and data for the DISTRICT's review and approval in accordance with the Construction Documents, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The ARCHITECT shall evaluate and make written recommendations regarding Contractor's proposals for possible change orders. ARCHITECT shall, at ARCHITECT's expense, prepare a set of reproducible record drawings showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the ARCHITECT.

p. The ARCHITECT shall inspect the PROJECT to determine the date or dates of final completion, receive and forward to the DISTRICT for the DISTRICT's review all written warranties and related documents required by the Construction Documents and issue a final certificate for payment upon Contractor compliance with the requirements of the Construction Documents.

q. The ARCHITECT shall provide written evaluation of the performance of the Contractor under the requirements of the Construction Documents when requested in writing by the DISTRICT.

r. The ARCHITECT shall provide services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to drawings, specifications and other documentation resulting therefrom.

s. The ARCHITECT shall be responsible for gathering information and processing forms required by applicable governing authorities, such as building departments, local Fire Departments, OPSC, and DSA, in a timely manner and ensure proper PROJECT close-out.

t. The ARCHITECT shall evaluate and render written recommendations, within a reasonable time on all claims, disputes or other matters at issue between the DISTRICT and Contractor relating to the execution or progress of the work as provided in the construction contract. Under no circumstances should this evaluation take longer than 20 calendar days from the date the claim is received by ARCHITECT.

u. The ARCHITECT shall prepare and maintain throughout the project all as-built conditions at no additional cost.

v. Before start of construction, the following two documents are required:

(i) Contract Information Form DSA-102.

(ii) Inspector Qualification Record Form DSA-5 should be submitted 10 days before the time of starting construction.

w. The ARCHITECT shall provide assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.

28. **Project Close-Out**

a. The ARCHITECT shall assure delivery of the following documents described below to the Division of the State Architect and/or the DISTRICT for review before issuance of a "Certificate of Completion".

b. During the period the PROJECT is under construction the following documents are required:

1. Copies of the Inspector of Record's semi-monthly reports.

2. Copies of the laboratory reports on all tests or laboratory inspections as returned and done on the PROJECT.

3. Final Punch List with estimated values of each item on the Final Punch List.

4. List of all Contract Related Documents (e.g., warranties, waivers and releases, Owner and Operator Manuals, etc., etc.) required to be supplied by and/or through the Contractor.

5. List of all spare parts.

c. Upon completion of construction of the PROJECT, the following reports are required:

1. Copy of the Notice of Completion.

2. Final Verified Report Form DSA-6A/E certifying all work is 100% complete from the ARCHITECT, Structural Engineer, Mechanical Engineer and Electrical Engineer.

3. Final Verified Report Form DSA-6 certifying all work is 100% complete from the Contractor or Contractors, Inspector of Record and Special Inspector(s).

4. Verified Reports of Testing and Inspections as specified on the approved drawings and specifications, i.e., Final Laboratory Report, Welding, Glued-Laminated Timber, etc.

5. Weighmaster's Certificate (if required by approved drawings and specifications).

6. Copies of the signature page of all Addenda as approved by DSA.

7. Copies of the signature pages of all Deferred Approvals as approved by DSA.

8. Copies of the signature page of all Change Orders as approved by DSA.

9. Verification by the I.O.R. that all items noted on any "Field Trip Notes" have been corrected.

10. Written representation identifying and acknowledging that all Close Out Documents (e.g., completed Final Punch List, warranties, waivers and releases, Owner and Operator Manuals etc., etc.) required to be supplied by and/or through the Contractor have been received, as well as a list of all spare parts received.

11. The latest as-built plans with accurate and complete redlines and notes in the following format. If the DISTRICT does not agree

with the accuracy of the as-built plans, the ARCHITECT shall revise the as-built plans at no additional cost.

(i) Full-size set of plans

(ii) CADD, Revit, or other format agreed to by the DISTRICT

ARTICLE III - ADDITIONAL ARCHITECT'S SERVICES

1. Whenever ARCHITECT believes that additional services are required that are caused by circumstances beyond the ARCHITECT's control, the ARCHITECT shall immediately notify the DISTRICT in writing of the need for such additional services. ARCHITECT shall not perform any additional services without first obtaining written authorization from the DISTRICT's Board. Compensation for such services shall be negotiated, and a mutually agreed to lump sum amount ascertained and approved in writing by the DISTRICT's Board, before any such additional services are performed. If a mutually agreed to lump sum is not agreed to, then upon receiving written authorization from the DISTRICT's Board, the ARCHITECT shall perform such additional services on a time and material basis at the rates agreed to and set forth of Exhibit "B". The hourly rates set forth on Exhibit "B" shall be held firm for the life of this Agreement. Such additional services may include:

a. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of the Construction Documents.

b. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with Change Orders required by causes beyond the control of the ARCHITECT, which are not the result of the direct or indirect negligence, errors or omissions on the part of ARCHITECT.

c. Providing consultation concerning replacement of work damaged by fire and furnishing services required in connection with the replacement of such work.

d. Providing services made necessary by the default of the Contractor, which does not arise directly or indirectly from negligence, errors or omissions of ARCHITECT.

e. If the DISTRICT requests the PROJECT be let on a segregated basis after the completion of Design Development where segregation does not arise from ARCHITECT exceeding the estimated budget constraint, then plan preparation and/or contract administration work to prepare the segregated plans is an extra service subject to prior negotiation and DISTRICT approval.

f. Providing contract administration services after the construction contract time has been exceeded through no fault of the ARCHITECT, where it is determined that the fault is that of the Contractor, and liquidated damages are collected therefor. The ARCHITECT's compensation is expressly conditioned on the lack of fault of the ARCHITECT and payment will be made upon collection of liquidated damages from the Contractor. Payment of the ARCHITECT shall be made from collected liquidated damages.

g. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted architectural practice.

2. If authorized in writing by the DISTRICT's Board, ARCHITECT shall provide one or more PROJECT Representatives to assist in carrying out more extensive representation at the site than is described in Article II. The PROJECT Representative(s) shall be selected, employed and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefore as agreed by the DISTRICT and ARCHITECT. Through the observations of such PROJECT Representative(s), the ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such PROJECT representation shall not modify the rights, responsibilities or obligations of the ARCHITECT as described elsewhere in this AGREEMENT. Such services shall be negotiated and approved in writing by the DISTRICT

ARTICLE IV - DISTRICT'S RESPONSIBILITIES

1. The DISTRICT shall provide to the ARCHITECT information regarding requirements for the PROJECT, including information regarding the DISTRICT's objectives, schedule, budget constraints as well as any other criteria provided by the DISTRICT.

2. Before the Schematic Design Phase, the ARCHITECT shall prepare a current overall budget for the PROJECT, including the construction cost for the PROJECT. The budget shall be based upon the DISTRICT's objectives, schedule, budget constraints and any other criteria that are provided to the ARCHITECT pursuant to Article IV, Paragraph 1 above. The DISTRICT shall approve the budget prepared by the ARCHITECT pursuant to this Paragraph and this shall be the "Budget" for the PROJECT as set forth in this AGREEMENT.

3. The DISTRICT shall notify the ARCHITECT of administrative procedures required and name a representative authorized to act on its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the PROJECT. The DISTRICT shall observe the procedure of issuing any orders to Contractors only through the ARCHITECT.

4. The DISTRICT shall give prompt written notice to the ARCHITECT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the Construction Documents. However, the DISTRICT's failure or omission to do so shall not relieve the ARCHITECT of ARCHITECT's responsibilities under Title 21, Title 24, and the

Field Act hereunder. The DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.

5. The proposed language of certifications requested of the ARCHITECT or ARCHITECT's consultants shall be submitted to the ARCHITECT for review and approval at least fourteen (14) days before execution.

ARTICLE V - COST OF CONSTRUCTION

1. During the Schematic Design, Design Development and Construction Document Phases, Construction Cost ("Construction Cost") shall be reconciled against the DISTRICT's Budget for the PROJECT.

2. PROJECT Construction Cost as used in this AGREEMENT means the total cost to the DISTRICT of all work designed or specified by the ARCHITECT, including work covered by approved change orders and/or alternates approved by the DISTRICT, but excluding the following: Any payments to ARCHITECT or consultants, for costs of inspections, surveys, tests, and landscaping not included in PROJECT.

3. When labor or material is furnished by the DISTRICT below its market cost, the Construction Cost shall be based upon current market cost of labor and new material.

4. The Construction Cost shall be the acceptable estimate of construction costs to the DISTRICT as submitted by the ARCHITECT until such time as bids have been received, whereupon it shall be the bid amount of the lowest responsible responsive bidder.

5. Any Budget or fixed limit of construction cost shall be adjusted if the bidding has not commenced within ninety (90) days after the ARCHITECT submits the Construction Documents to the DISTRICT, to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the DISTRICT and the date on which bids are sought for the PROJECT.

6. If the lowest bid received exceeds the Budget:

   a. The DISTRICT may give written approval of an increase of such fixed limit;

   b. The DISTRICT may authorize rebidding of the PROJECT within a reasonable time;

   c. If the PROJECT is abandoned, the DISTRICT may terminate this AGREEMENT in accordance with Article VIII, Paragraph 2;

   d. The DISTRICT may request the ARCHITECT prepare, at no additional cost, deductive change packages that will bring the PROJECT within the Budget; or

e. The DISTRICT may request the ARCHITECT cooperate in revising the PROJECT scope and quality as required to reduce the construction cost.

7. If the DISTRICT chooses to proceed under Article V, paragraph 6(e), the ARCHITECT, without additional charge, agrees to redesign until the PROJECT is brought within the Budget set forth in this AGREEMENT. Redesign does not mean phasing or removal of parts of the PROJECT unless agreed in writing by the DISTRICT. Redesign means redesign of the PROJECT with all its component parts to meet the Budget set forth in this AGREEMENT.

ARTICLE VI - ESTIMATE OF PROJECT CONSTRUCTION COSTS

1. Estimates referred to in Article II shall be prepared on a square foot/unit costs basis, or more detailed computation if deemed necessary by the DISTRICT, considering prevailing construction costs and including all work for which bids will be received. It is understood that the PROJECT Construction Cost is affected by the labor and/or material market as well as other conditions beyond the control of the ARCHITECT or DISTRICT.

2. The ARCHITECT shall review the estimate at each phase of the ARCHITECT's services. The ARCHITECT shall provide the DISTRICT with a written evaluation of the estimate at each phase of the ARCHITECT's services. The ARCHITECT's written evaluations shall, among other things, evaluate how the estimates compare to the Budget. If such estimates are in excess of the Budget, the ARCHITECT shall revise the type or quality of construction to come within the budgeted limit at no additional cost to the DISTRICT. ARCHITECT's initial budget and scope limitations shall be realistic and be reviewed with the DISTRICT before formalization.

3. The ARCHITECT, upon request of the DISTRICT, shall prepare a detailed estimate of construction costs at no additional cost.

ARTICLE VII - ARCHITECT'S DRAWINGS AND SPECIFICATIONS

1. All documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by the ARCHITECT or the ARCHITECT's Consultants for this PROJECT, shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316 for the purposes of repair, maintenance, renovation, modernization or other purposes as they relate to the PROJECT. The DISTRICT, however, shall not be precluded from using the ARCHITECT's or ARCHITECT's Consultant's documents enumerated above for the purposes of additions, alignments or other development on the PROJECT site.

2. If DISTRICT intends to reuse ARCHITECT's plans, specifications or other documents for a project or projects other than that which is the subject of this AGREEMENT, and for which the ARCHITECT is not the architect of record, a fee of three percent (3%) of the

Construction Costs shall be paid to the ARCHITECT for such reuse. In the event of such reuse or modification of the ARCHITECT's drawings, specification or other documents by any person, firm or legal entity, the DISTRICT agrees to indemnify, defend and hold the ARCHITECT harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorney's fees, accruing to or resulting from any and all persons, firms, or any other legal entity, on account of any damage or loss to property or persons, including, but not limited to, death, arising out of such use, reuse or modification of the ARCHITECT's drawing, specifications or other documents. The DISTRICT further agrees to remove the names and seals of the ARCHITECT and the ARCHITECT's Consultants from the title block and signature pages. The DISTRICT, however, may use the ARCHITECT's plans and documents as enumerated in this Article as reference documents for the purposes of additions, alignments or other development on the PROJECT site. Before reuse of the ARCHITECT's documents, the DISTRICT agrees to notify the ARCHITECT in writing of such reuse.

ARTICLE VIII - TERMINATION

1. This AGREEMENT may be terminated by either party upon fourteen (14) days written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of ARCHITECT, or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the ARCHITECT for Board approved additional services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the ARCHITECT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement architect costs shall be deducted from payments otherwise due and owing to the ARCHITECT. ARCHITECT shall remain responsible and liable for any and all costs not reimbursed after a deduction of money from such payments.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article VIII, Paragraph 4 below, and ARCHITECT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by ARCHITECT.

4. This AGREEMENT may be terminated without cause by DISTRICT for convenience upon fourteen (14) days written notice to the ARCHITECT. In the event of a termination without cause for convenience, the DISTRICT shall pay to the ARCHITECT for all

services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the ARCHITECT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the ARCHITECT. In addition, ARCHITECT will be reimbursed for reasonable termination costs through the payment of 3% beyond the sum due the ARCHITECT under this paragraph through 50% completion of the ARCHITECT's portion of the PROJECT and if 50% completion is reached, payment of 3% of the unpaid balance of the contract to ARCHITECT as termination cost. This 3% payment is agreed to compensate the ARCHITECT for the unpaid profit ARCHITECT would have made under the PROJECT on the date of termination and is consideration for entry into this termination for convenience clause. ARCHITECT represents and acknowledges that the money paid to ARCHITECT as set forth in this Article 8, paragraph 4 constitutes the sole and exclusive money, compensation and damages payable to ARCHITECT from the DISTRICT and/or recoverable by ARCHITECT against the DISTRICT as a result of a termination for convenience. The operation of this paragraph shall be construed as a liquidated damage provision running in favor of the DISTRICT and against the ARCHITECT.

5. In the event of a dispute between the parties as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, ARCHITECT agrees to continue the work diligently to completion. If the dispute is not resolved, ARCHITECT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but ARCHITECT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before.

ARTICLE IX - ACCOUNTING RECORDS OF THE ARCHITECT

1. Records of the ARCHITECT's direct personnel and reimbursable expense pertaining to the extra services of this PROJECT and records of accounts between the DISTRICT and Contractor shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or its authorized representative at mutually convenient times.

ARTICLE X - COMPENSATION TO THE ARCHITECT

The DISTRICT shall compensate the ARCHITECT as follows:

1. ARCHITECT change orders fees are paid as approved by the District Board. If a change order is approved without ARCHITECT fee, no fee will be paid to the ARCHITECT unless negotiated before commencing change order work.

2. Payment to the ARCHITECT will be as set forth on Attachment "A".

3. To the extent that the time initially established for the completion of ARCHITECT's services is exceeded or extended through no fault of the ARCHITECT, compensation for any services rendered during the additional period of time shall be negotiated and subject to prior approval by DISTRICT Board. Assessment and collection of liquidated damages from the Contractor is a condition precedent to payment for extra services arising from Contractor caused delays.

4. Expenses incurred by the ARCHITECT and ARCHITECT's employees and consultants in the interest of the PROJECT shall have prior DISTRICT written approval before they are incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT's review.

ARTICLE XI - REIMBURSABLE EXPENSES

1. Reimbursable expenses are in addition to compensation for basic services and additional services, and shall be paid to the ARCHITECT at one and one-tenth (1.1) times the expenses incurred by the ARCHITECT, the ARCHITECT's employees and consultants for the following specified items:

a. Approved reproduction of drawings and specifications in excess of the copies provided by this AGREEMENT which includes sets of construction documents and all progress prints.

b. Fees advanced for securing approval of authorities having jurisdiction over the PROJECT.

2. Reimbursable expenses are estimated to be as set forth on Attachment "A", and this amount shall not be exceeded without the prior written approval of the DISTRICT.

3. Reimbursement for fees and other expenses, except for construction administration services associated with delay caused solely by the Contractor, shall be made to the ARCHITECT as incurred. Reimbursable expenses shall not include:

a. Travel expenses;
b. Check prints;
c. Prints or plans or specifications made for ARCHITECT's consultants and all progress prints;
d. Preliminary plans and specifications;
e. ARCHITECT's consultants' reimbursables.
f. Models or mock-ups
g. Meetings with Cities, planning officials, fire departments, the DSA, State Allocation Board or other public agencies.

ARTICLE XII - EMPLOYEES AND CONSULTANTS

1. The ARCHITECT, as part of the ARCHITECT's basic professional services, shall furnish the necessary services of landscape architects, structural, mechanical, electrical, civil and traffic engineers to complete the PROJECT. All consultant services shall be provided at the ARCHITECT's sole expense.

2. The ARCHITECT shall submit, for written approval by the DISTRICT, the names of the consultant firms proposed for the PROJECT. Nothing in this AGREEMENT shall create any contractual relation between the DISTRICT and any Consultants employed by the ARCHITECTS under the terms of this AGREEMENT.

3. ARCHITECT's consultants shall be licensed to practice in California and have relevant experience with California school design and construction during the last five years. If any employee or consultant of the ARCHITECT is not acceptable to the DISTRICT then that individual shall be replaced with an acceptable competent person at the DISTRICT's request.

4. The construction administrator or field representative assigned to this PROJECT by ARCHITECT shall be licensed as a California Architect and able to make critical PROJECT decisions in a timely manner and shall be readily available and provide by phone, facsimile and through correspondence, design direction and decisions when the construction administrator is not at the site.

ARTICLE XIII - MISCELLANEOUS

1. The ARCHITECT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, ARCHITECT and Contractor during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a copy of such record to the DISTRICT.

2. To the fullest extent permitted by law, ARCHITECT agrees to indemnify and hold DISTRICT harmless from all liability arising out of:

a. Workers Compensation and Employers Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to ARCHITECT's employees or ARCHITECT's subcontractor's employees arising out of ARCHITECT's work under this AGREEMENT;

b. General Liability. Liability arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT for damages related to (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the

ARCHITECT or the DISTRICT, or any person, firm or corporation employed by the ARCHITECT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent Architects who are directly employed by the DISTRICT;

c. Professional Liability. Liability arising out of, pertaining to, or relating to the professional negligence, recklessness, or willful misconduct of the ARCHITECT which the ARCHITECT shall indemnify and hold the DISTRICT entirely harmless from including any loss, injury to, death of persons or damage to property caused by any act, neglect, default or omission of the ARCHITECT, or any person, firm or corporation employed by the ARCHITECT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by sole or active negligence, or willful misconduct of the DISTRICT.

d. The ARCHITECT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings, arising out of Article XIII, Paragraphs 2(a) and (b) above, that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

3. ARCHITECT shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect ARCHITECT and DISTRICT from claims which may arise out of or result from ARCHITECT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. The ARCHITECT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS ($1,000,000).

b. Commercial general and auto liability insurance with limits of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Owned, non-owned and hired vehicles;
2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and
5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of not less than ONE MILLION DOLLARS ($1,000,000) per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Valuable Document Insurance. The ARCHITECT shall carry adequate insurance on all drawings and specifications as may be required to protect the DISTRICT in the amount of its full equity in those drawings and specifications, and shall file with the DISTRICT a certificate of that insurance. The cost of that insurance shall be paid by the ARCHITECT, and the DISTRICT shall be named as an additional insured.

e. Each policy of insurance required in b. above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT before cancellation; and, shall waive all rights of subrogation. ARCHITECT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Before commencing work, ARCHITECT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event ARCHITECT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of ARCHITECT, and in such event, ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.

f. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article XIII 3(a) (b) (c) (d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than $500,000 per occurrence.

g. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

4. ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. ARCHITECT understands and agrees that ARCHITECT and all of ARCHITECT's 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 Worker's Compensation. ARCHITECT assumes the full responsibility for the acts and/or omissions of ARCHITECT's employees or

agents as they relate to the services to be provided under this AGREEMENT. ARCHITECT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective ARCHITECT's employees.

5. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or ARCHITECT.

6. The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. ARCHITECT shall not assign this AGREEMENT.

7. This AGREEMENT shall be governed by the laws of the State of California.

8. Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and ARCHITECT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the ARCHITECT.

9. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this AGREEMENT.

The parties, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

ARCHITECT:	DISTRICT:
Ghataode Bannon Architects	Santa Ana Unified School District
By: David M. Bannon	By: _____
6.21.17	_____

ATTACHMENT "A"

ARCHITECT'S FEE SCHEDULE

Confirm existing portables	$ 5,000
Consolidate prior drawings	$ 20,000
ALA Expansion Portable Building Village	$ 44,000
Spurgeon Portable Building Village	$110,000
Heritage Museum Portable Buildings and Restroom	$ 40,000
Reimburseables	$ 10,000
Total:	**$229,000**

ATTACHMENT "B"

SCOPE OF WORK

Portable Building Relocation Master Plan

- Confirm the portable building supply inventory at the following schools: o Carver Elementary School
    - Mitchell Child Development Center o Muir Elementary School
    - Osuka/REACH
    - Pio Pico Elementary School
    - Roosevelt Elementary School o Valley High School
- Combine information from the District's current Portable Relocation Master Plan, Relocatable Inventory and SKC's Classroom Evaluation into a matrix defining when and where each portable building is to be relocated.

Site Improvement Plans

- Consolidate and supplement existing building drawing packages and in-plant inspection certificates to develop DSA approvable relocatable site development packages.
- ALA Expansion Portable Building Village
    - Provide infrastructure for ten (10) relocatable buildings and a restroom building. Expand on the prior ALA Expansion project which proposed four (4) relocatable buildings and a restroom building.
    - The following is assumed for this project:
        - The ten relocatable buildings will be on raised wood foundations on asphalt paving.
        - Design for a new fire hydrant and connection in the public street is included.
        - The buildings will be without sinks and do not require an onsite or offsite sewer connection.
        - The existing electrical site service and low voltage systems are

adequate to support ten new relocatable buildings.

- The project shall be DSA and local fire authority approved.

- Spurgeon Portable Building Village

- Include an office portable building, two (2) pre-school buildings, six (6) classrooms, a restroom building and a play structure.

- Plan for six (6) future classroom buildings.

- Provide for pre-school parent drop-off and pickup.

- Provide a path-of-travel from the classroom buildings to the Spurgeon main buildings including a bridge over the existing drainage swale.

- Extend utilities to support the new village including water, sewer, power and low voltage. Design for a new fire hydrant.

- Re-design a shortened running track.

- This project shall be DSA and local fire authority approved.

- Heritage Museum Portable Building Village

- Provide for three (3) relocatable buildings and a restroom building.

- Extend utilities to support the classrooms including water, sewer, power and low voltage .

- The design to update existing staff restrooms and accessible parking is a part of this project.

- This project shall be DSA and local fire authority approved.

June 21, 2017

Mr. Orin Williams
Assistant Superintendent Facilities and Governmental Relations
Santa Ana Unified School District
1601 East Chestnut Avenue
Santa Ana, CA 92701

Re: Architectural and Engineering Services
Portable Building Relocation Master Plan and associated Site Improvement Plans

Dear Orin:

Ghataode Bannon Architects (GBA) is pleased to submit this proposal to provide architectural and engineering services for the SAUSD Portable Building Relocation Master Plan and associated Site Improvement Plans.

The scope of work for this project is as follows:

Portable Building Relocation Master Plan

- Confirm the portable building supply inventory at the following schools:
  - Carver Elementary School
  - Mitchell Child Development Center
  - Muir Elementary School
  - Osuka/Reach
  - Pio Pico Elementary School
  - Roosevelt Elementary School
  - Valley High School

- Combine information from the District's current Portable Relocation Master Plan, Relocatable Inventory and SKC's Classroom Evaluation into a matrix defining when and where each portable building is to be relocated.

Site Improvement Plans

- Consolidate and supplement existing building drawing packages and in-plant inspection certificates to develop DSA approvable relocatable site development packages.

- ALA II Portable Building Village
  - Provide infrastructure for ten (10) relocatable buildings and a restroom building. Expand on the prior ALA II project (PO# 362019) which proposed four (4) relocatable buildings and a restroom building.
  - The following is assumed for this project:

- The ten relocatable buildings will be on raised wood foundations on asphalt paving.
- Design for a new fire hydrant and connection in the public street is included.
- The buildings will be without sinks and do not require an onsite or offsite sewer connection.
- The existing electrical site service and low voltage systems are adequate to support ten new relocatable buildings.
- The project shall be DSA and local fire authority approved.

- Spurgeon Portable Building Village
  - Include an office portable building, two (2) pre-school buildings, six (6) classrooms, a restroom building and a play structure.
  - Plan for six (6) future classroom buildings.
  - Provide for pre-school parent drop-off and pickup.
  - Provide a path-of-travel from the classroom buildings to the Spurgeon main buildings including a bridge over the existing drainage swale.
  - Extend utilities to support the new village including water, sewer, power and low voltage. Design for a new fire hydrant.
  - Re-design a shortened running track.
  - This project shall be DSA and local fire authority approved.

- Heritage Museum Portable Building Village
  - Provide for three (3) relocatable buildings and a restroom building.
  - Extend utilities to support the classrooms including water, sewer, power and low voltage.
  - The design to update existing staff restrooms and accessible parking is a part of this project.
  - This project shall be DSA and local fire authority approved.

ARCHITECTURAL FEE

Confirm the existing portable building inventory at seven (7) campuses and develop a matrix defining when and where each portable building is to be located.	$5,000
Consolidate and supplement prior DSA portable building drawing application packages with manufacturer's drawings and in-plant inspection certifications where not available.	$20,000

Mr. Orin Williams
June 21, 2017
Page 3

ALA II Portable Building Village	$44,000
Spurgeon Portable Building Village	$110,000
Heritage Museum Portable Buildings and Restroom	$40,000
TOTAL FEE	$219,000

REIMBURSABLES $ 10,000.

$ 229,000.

REIMBURSABLE EXPENSES

GBA shall provide the District with plans and specifications at the conclusion of each phase. Plan printing, at the request of the District, beyond the above mentioned sets is a reimbursable expense. Plan printing for DSA and other unforeseen agency submittals is a reimbursable expense. Plan printing for bidding purposes is a reimbursable expense. Plan check fees are a reimbursable expense. Surveying, soils report, underground utility locating and architectural model building are a reimbursable expense. Travel and plan printing for GBA in-house coordination and coordination with consultants is at GBA's expense. * Reimbursable expenses shall be billed at cost plus 10%.

We look forward to the opportunity to serve you. If there are any questions, please feel free to call.

Sincerely,

David Bannon

David Bannon, AIA
Partner

R:\GBA Projects\SAUSD\Portable Relocation Master Plan\170621 Portable Relocation Master Plan Proposal.doc

AGENDA ITEM BACKUP SHEET
June 27, 2017

Board Meeting

TITLE: **Adoption of Resolution No. 16/17-3194 – Authorizing Annual Levy of Special Taxes within Community Facilities District No. 2004-1 of Santa Ana Unified School District Central Park Project for 2017-18 Fiscal Year**

ITEM: **Action**
SUBMITTED BY: **Orin L. Williams, Assistant Superintendent, Facilities and Governmental Relations**
PREPARED BY: **Orin L. Williams, Assistant Superintendent, Facilities and Governmental Relations**

ITEM SUMMARY:

- Request approval to levy special taxes.
- Occurs annually since 2004
- Used for Capital Facilities Needs
- CFD Fund 499300 – Account balance of $22k.

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board adoption of Resolution No. 16/17-3194 for the annual levy of special taxes within Community Facilities District (CFD) No. 2004-1 of Santa Ana Unified School District Central Park Project for fiscal Year 2017-18. The CFD for the Santa Ana Unified School District Central Park Project ("CFD No. 2004-1") was formed and established by the Board of Education on September 28, 2004, pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Section 53311 *et seq.* of the California Government Code). The formation of CFD No. 2004-1 followed a public hearing and a ***landowner election*** at which the qualified electors (landowners) of the CFD, by more than a two-thirds vote, authorized the CFD to incur bonded indebtedness in the aggregate not to exceed the amount of $16,000,000 and approved the levy of special taxes on certain real property located in the CFD. There fees are paid by those who purchase the residential property within the boundary of the CFD.

RATIONALE:

The levying of Annual Special Taxes within CFD No. 2004-1 is used to repay interest and principal due on the 2005 Special Tax Bonds, issued for the purpose of financing the CFD. Adoption of a resolution authorizing the levy of special taxes is an annual requirement by the Orange County Assessor's office to place taxes associated with CFD 2004-1 on the tax rolls. The Board is requested to approve the levying of annual special taxes for CFD No. 2004-1 for Fiscal Year 2017-18.

LCAP Goal 3.3: Establish processes that support maintaining current facilities (school safety and maintenance).

FUNDING:

Revenue to the Community Facilities District Fund

RECOMMENDATION:

Adopt Resolution No. 17/18-3194 to authorize the annual levy of special taxes within Community Facilities District No. 2004-1 of the Santa Ana Unified School District Central Park Project for fiscal year 2017-18.

OW:JM:rb

RESOLUTION NO. 16/17-3194

SANTA ANA UNIFIED SCHOOL DISTRICT

RESOLUTION AUTHORIZING LEVY OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF SANTA ANA UNIFIED SCHOOL DISTRICT CENTRAL PARK PROJECT FOR FISCAL YEAR 2017-18

WHEREAS, the Santa Ana Unified School District (the "District") previously established Community Facilities District No. 2004-1 of the Santa Ana Unified School District (Central Park Project) ("CFD No. 2004-1") all pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Government Code Section 53111 (the "Act"); and

WHEREAS, CFD No. 2004-1 issued its 2005 Special Tax Bonds in the original principal amount of $11,785,000 pursuant to Resolution No. 05/06-2615, adopted by the Board of Education of the District acting as the legislative body of CFD No. 2004-1 on July 26, 2006 (the "Bonds"); and

WHEREAS, the Board of Education of the District acting as the legislative body of CFD No. 2004-1 is authorized pursuant to Resolution Nos. 04/05-2576 and 04/05-2575 approved on August 24, 2004 (collectively, the "Resolutions of Intention"), Resolution No. 04/05-2580 approved on September 28, 2004 (the "Resolution of Formation") and the Ordinance Authorizing the Levy of Special Taxes, approved on October 8, 2004 (the "Ordinance") to levy a special tax on property in CFD No. 2004-1 to pay principal, interest and administrative expenses with respect to all bonds of CFD No. 2004-1, which include the Bonds, to pay for the construction, acquisition and rehabilitation of certain public facilities authorized to be financed by the levy of special taxes of CFD No. 2004-1 pursuant to the Resolutions of Formation and to pay all expenses incidental thereto; and

WHEREAS, it is now necessary and appropriate that this Board levy and collect the special taxes for Fiscal Year 2017-18 for the purpose specified in the Ordinance, by the adoption of a resolution as specified by the Act and the Ordinance; and

WHEREAS, the special taxes being levied hereunder are at the same rate or at a lower rate than provided by the Ordinance; and

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE SANTA ANA UNIFIED SCHOOL DISTRICT, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2004-1, DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. The above recitals are true and correct.

Section 2. The special tax ("Special Tax") is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

Section 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within the District which are not otherwise exempt from taxation under the Act or the Ordinance the special taxes for Fiscal Year 2017-18 at the tax rates set forth in the report prepared by Cooperative Strategies, LLC. for CFD No. 2004-1 entitled "Administration Report Fiscal Year 2017-18" (the "Report") submitted herewith, which rates do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, the Assistant Superintendent, Facilities and Governmental Relations, of the District, or his designee, may make any necessary modifications to these special taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the tax applicable to any category of parcels and can only be made prior to the submission of the tax rolls to the Orange County Auditor.

Section 4. All of the collections of the special tax shall be used only as provided for in the Act and Resolutions of Formation. The special tax shall be levied only so long as needed to accomplish the purposes described in Resolutions of Formation.

Section 5. The special tax shall be collected in the same manner as

ordinary *ad valorem* taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for *ad valorem* taxes as such procedure may be modified by law or this Board from time to time.

Section 6. As a cumulative remedy, if any amount levied as a special tax for payment of bond interest or principal, together with any penalties and other charges accruing under this Resolution, are not paid when due, the Board of Education may, not later than four years after the due date of the last installment of principal on the Bonds, order that the same be collected by an action brought in the superior court to foreclose the lien of such special tax.

Section 7. The actions of District staff heretofore taken in order to obtain consent from the Orange County Auditor to a later filing date are hereby ratified and the Clerk is hereby authorized and directed to transmit a certified copy of this Resolution and the Report to the Orange County Auditor, together with other supporting documentation as may be required to place said special taxes on the secured property tax roll for Fiscal Year 2017-18 on or before August 10, 2017, or such later date as may be consented to by the Orange County Assessor, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

The foregoing resolution was considered, passed, and adopted by this Board at its regular meeting of 27th day of June 2017.

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

AYES:

NOES:

ABSENT

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

I, _____, President of the Board of Education of the Santa Ana Unified School District of Orange County, California, hereby certify that the above and foregoing Resolution was duly adopted by the said Board at a regular meeting thereof held on the 27th day of June 2017 and passed by a vote of _____ of said Board.

_____
President of the Governing Board for the
Santa Ana Unified School District, State of California

I, _____, Clerk of the Board of Education of the Santa Ana Unified School District of Orange County, California, hereby certify that the above and foregoing Resolution was duly adopted by the said Board at a regular meeting thereof held on the 27th day of June 2017 and passed by a vote of _____ of said Board.

_____
Clerk of the Board of Education of the
Santa Ana Unified School District, State of California

Attachments: “Administration Report Fiscal Year 2017-18” (the “Report”)

COOPERATIVE STRATEGIES

COMPLETE FINANCIAL & DEMOGRAPHIC PLANNING FOR EDUCATION

SANTA ANA UNIFIED SCHOOL DISTRICT

ADMINISTRATION REPORT
FISCAL YEAR 2017/2018
COMMUNITY FACILITIES DISTRICT NO. 2004-1

June 27, 2017

PREPARED FOR:
Santa Ana Unified School District
1601 E. Chestnut Avenue
Santa Ana, CA 92701
T 714.558.5501

PREPARED BY:
Cooperative Strategies
8955 Research Drive
Irvine, CA 92618
T 949.250.8300

COOPERATIVE STRATEGIES
COMPLETE FINANCIAL & DEMOGRAPHIC PLANNING FOR EDUCATION

T.O.C.

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COOPERATIVE STRATEGIES
COMPLETE FINANCIAL & DEMOGRAPHIC PLANNING FOR EDUCATION

EXHIBITS

EXHIBIT A:
First Amended Rate and Method of Apportionment
EXHIBIT B:
Summary of Transactions for Funds and Accounts
EXHIBIT C:
Annual Special Tax Roll for Fiscal Year 2017/2018

INTRODUCTION

This Administration Report ("Report") provides an analysis of the financial and administrative obligations of Community Facilities District ("CFD") No. 2004-1 of the Santa Ana Unified School District ("School District"), pursuant to the First Amended Rate and Method of Apportionment ("RMA") attached as Exhibit A, for the purpose of calculating the Annual Special Tax levy for Fiscal Year 2017/2018. In calculating the Annual Special Tax levy for Fiscal Year 2017/2018, the Report describes (i) the remaining financial obligations of CFD No. 2004-1 for Fiscal Year 2016/2017, (ii) the financial obligations of CFD No. 2004-1 for Fiscal Year 2017/2018, and (iii) the amount of new development which has occurred within the boundaries of CFD No. 2004-1.

The Report is organized into the following sections:

Section I

Section I provides a description of the Assigned Annual Special Tax levy for Fiscal Year 2016/2017 including any delinquent Annual Special Taxes.

Section II

On September 14, 2005 the 2005 Special Tax Bonds ("2005 Bonds") were issued by CFD No. 2004-1 in the amount of $11,785,000. The Bonds were issued for the purpose of financing the Authorized Facilities of CFD No. 2004-1, pursuant to the Resolution of Intention ("ROI") and are secured by and repaid from the levy of Annual Special Taxes within CFD No. 2004-1. On July 30, 2015, the 2015 Special Tax Refunding Bonds ("2015 Bonds, collectively with the 2005 Bonds, "Bonds"), were issued by CFD No. 2004-1 in the amount of $7,735,000. The 2015 Bonds were issued for the purpose of refunding the outstanding 2005 Bonds and for financing the acquisition of certain school facilities to be owned and operated by the School District.

Section II examines the financial activity within the various funds and accounts established pursuant to the 2002 Bond Indenture ("2002 Indenture") dated August 1, 2005 by and between CFD No. 2004-1 and The Bank of New York Trust Company, NA ("Fiscal Agent") and the 2015 Bond Indenture ("2015 Indenture, collectively with the 2002 Indenture, "Indentures") by and between CFD No. 2004-1 and the Fiscal Agent from July 1, 2016 to April 30, 2017. A summary is provided which lists all disbursements, Annual Special Tax receipts, and interest earnings.

Section III

Section III contains a description of (i) the initial allocation of Bond proceeds and (ii) the expenditure of Special Taxes and Bond proceeds to fund Authorized Facilities of CFD No. 2004-1 through April 30, 2017, as directed by Senate Bill 165 ("SB 165").

Section IV

Section IV calculates the Minimum Annual Special Tax Requirement based on the financial obligations of CFD No. 2004-1 for Fiscal Year 2017/2018.

Section V

Section V provides (i) a description of the Special Tax classifications and (ii) an update of the development which has occurred in CFD No. 2004-1.

Section VI

Section VI describes the methodology used to apportion the Minimum Annual Special Tax Requirement among the properties within CFD No. 2004-1 and lists the Annual Special Tax rates for Fiscal Year 2017/2018.

I. FISCAL YEAR 2016/2017 LEVY SUMMARY

A. Special Tax Levy

The Annual Special Tax levy of CFD No. 2004-1 in Fiscal Year 2016/2017 as well as a summary of the levy can be found in the table below.

Annual Special Tax Rates
For Fiscal Year 2016/2017

Unit Type	Tax Class	Building Square Footage	Number of Units/Acres	Assigned Annual Special Tax Rate	Total Annual Special Taxes
Developed Property					
Market Rate	1	< 1,250	182 Units	$671.28 per Unit	$119,777.84
Market Rate	2	1,251 - 1,500	54 Units	$842.14 per Unit	$44,583.48
Market Rate	3	1,501 - 1,750	113 Units	$979.20 per Unit	$108,480.00
Market Rate	4	1,751 - 2,000	135 Units	$1,197.48 per Unit	$158,490.00
Market Rate	5	> 2,000	123 Units	$1,415.74 per Unit	$170,721.54
Affordable	A	NA	0 Units	$0.00 per Unit	$0.00
Commercial Property	C	NA	0.00 SF	$0.00 per SF	$0.00
Developed Property Subtotal			*607 Units*	*NA*	*$614,093.94*
Undeveloped Property					
Planning Area No. 1			1.00 Acres	$0.00 per Acre	$0.00
Planning Area No. 2			4.44 Acres	$0.00 per Acre	$0.00
Planning Area No. 3			3.91 Acres	$0.00 per Acre	$0.00
Planning Area No. 4			0.00 Acres	$0.00 per Acre	$0.00
Planning Area No. 5			2.27 Acres	$0.00 per Acre	$0.00
Undeveloped Property Subtotal			*11.61 Acres [1]*	*NA*	*$0.00*
Total					**$614,093.94**

[1] Acreage is rounded to the nearest hundredth.

B. Special Tax Delinquencies

Cooperative Strategies, LLC has received delinquency information for CFD No. 2004-1 for the First Installment of Fiscal Year 2016/2017 from the County of Orange ("County"). For the First Installment of Fiscal Year 2016/2017 (as of February 16, 2017), $12,241.86 in Annual Special Taxes were delinquent yielding a delinquency rate of 3.99%.

The County and CFD No. 2004-1 participate in an alternative method for the distribution of secured property taxes, known as the "Teeter Plan", wherein CFD No. 2004-1 receives the total annual Special Tax levy, including delinquent Special Taxes which have yet to be collected. The County establishes a delinquency reserve and assumes responsibility for all Special Tax delinquencies, and, thus, the County retains all delinquent Special Tax collections along with any accrued interest and penalties. The Teeter Plan provides CFD No. 2004-1 with stable cash flow and eliminates collection risk. There is no guarantee the County will continue to employ the Teeter Plan for the distribution of CFD No. 2004-1 Special Taxes in future Fiscal Years.

II. FINANCIAL ACTIVITY

This section summarizes the activity within the various funds and accounts created by the Indentures. For a more detailed description of the various funds and accounts, please see Section 3.01 of the respective Indentures. A detailed analysis of all transactions within these funds and accounts for this period is included as Exhibit B.

A. Sources of Funds

Sources of funds for CFD No. 2004-1 for the period of July 1, 2016 to April 30, 2017 are summarized in the table below.

Sources of Funds
July 1, 2016 – April 30, 2017

Sources	Amount
Bond Proceeds	$0.00
Special Tax Receipts [1]	$554,934.03
Investment Earnings [2]	$0.00
Miscellaneous	$0.00
Total	**$554,934.03**

[1] Includes $528,261.54 in Special Taxes that were deposited into an incorrect account. The amount was redeposited into the Special Tax Fund on May 23, 2017. Also includes $4,743.00 deposited in error. A reversal entry was made in August 2016. [2] Data summarized in the table below.

Investment Earnings
July 1, 2016 – April 30, 2017

Funds and Accounts	Amount
2015 Acquisition and Construction Fund	$0.00
2015 Administrative Expense Account	$0.00
2015 Alt Penalty Account	$0.00
2015 Bond Proceeds	$0.00
2015 Cost of Issuance	$0.00
2015 Debt Service Account	$0.00
2015 Escrow Fund	$0.00
2015 Rebate Account	$0.00
2015 Redemption Account	$0.00
2015 Reserve Fund	$0.00
2015 Special Tax Fund	$0.00
2015 Surplus Fund	$0.00
2015 Water Facilities Subaccount	$0.00
Acquisition and Construction Fund	$0.00
Administrative Expense Account	$0.00
Fire Facilities Subaccount	$0.00
Interest Account	$0.00
Letter of Credit Account	$0.00
Principal Account	$0.00
Redemption Account	$0.00
Reserve Fund	$0.00
Special Tax Fund	$0.00
Surplus Fund	$0.00
Water Facilities Subaccount	$0.00
Total	**$0.00**

B. Uses of Funds

Uses of funds for CFD No. 2004-1 for the period of July 1, 2016 to April 30, 2017 are summarized in the table below.

Uses of Funds
July 1, 2016 – April 30, 2017

Funds and Accounts	Amount
Interest Payments	$262,106.26
Principal Payments	$180,000.00
Acquisition/Construction Payments	$0.00
Administrative Expenses	$8,542.47
Miscellaneous [1]	$4,743.00
Total	**$455,391.73**

[1] Miscellaneous Uses of Funds in the amount of $4,743.00 represents a reversal entry to correct an erroneous deposit.

C. Fund and Account Balances

The balances as of April 30, 2017 in the funds and accounts established pursuant to the Indenture are shown in the table below.

Fund and Account Balances
As of April 30, 2017

Funds and Accounts	Amount
2015 Acquisition and Construction Fund	$0.00
2015 Administrative Expense Account	$29,088.80
2015 Alt Penalty Account	$0.00
2015 Bond Proceeds	$0.00
2015 Cost of Issuance	$10,452.27
2015 Debt Service Account	$0.00
2015 Escrow Fund	$0.00
2015 Rebate Account	$0.00
2015 Redemption Account	$0.00
2015 Reserve Fund	$681,200.00
2015 Special Tax Fund	$138,832.24
2015 Surplus Fund	$0.00
2015 Water Facilities Subaccount	$178,993.93
Acquisition and Construction Fund [1]	$0.00
Administrative Expense Account [1]	$0.00
Fire Facilities Subaccount [1]	$0.00
Interest Account [1]	$0.00
Letter of Credit Account [1]	$0.00
Principal Account [1]	$0.00
Redemption Account [1]	$0.00
Reserve Fund [1]	$0.00
Special Tax Fund [1]	$1.24
Surplus Fund [1]	$0.00
Water Facilities Subaccount [1]	$0.00
Total	**$1,038,568.48**

[1] Accounts closed as of December 2016.

III. SENATE BILL 165 COMPLIANCE

The Board of Education ("Board") of the School District, pursuant to the provisions of the Local Agency Special Tax and Bond Accountability Act ("Accountability Act"), has directed the filing of the Special Tax and Bond Accountability Report for CFD No. 2004-1. According to SB 165, any local special tax and/or bond measure subject to voter approval on or after January 1, 2001, must follow the requirements of the Accountability Act. All capitalized terms herein are used as defined in the RMA of CFD No. 2004-1.

A. Authorized Facilities

Pursuant to the Mello-Roos Community Facilities Act of 1982, as Amended ("Act"), CFD No. 2004-1 can only be used to fund the "Authorized Facilities" as outlined at the time of formation. As provided in the Resolution of Intention ("ROI"), authorized facilities include:

School Facilities:

School Facilities to be owned and operated by the Santa Ana Unified School District include, without limitation, classrooms, multi-purpose, administration and auxiliary space at a school, and interim housing, together with furniture, equipment and technology, needed by the Santa Ana Unified School District in order to mitigate the impact on school facilities of the student population to be generated as a result of the development of the property to be included within CFD No. 2004-1, together with all land or interests in land required for the construction of such School Facilities, and central support and administrative facilities, transportation and special education facilities, including any incidental school administration and transportation center improvements.

Non-School Facilities:

Non-School Facilities include water and sewer facilities to be owned and operated by the Irvine Ranch Water District, fire facilities to be owned and operated by Orange County Fire Authority, and all appurtenances and appurtenant work in connection with the Non-School Facilities.

Incidental Expenses:

Incidental Expenses include the cost of engineering, planning and designing the Facilities, and paying all costs associated with the creation of CFD No. 2004-1, the issuance of the Bonds, the determination of the amount of special taxes to be levied and costs otherwise incurred in order to carry out the authorized purposes of CFD No. 2004-1 and administering CFD No. 2004-1.

B. Bond Proceeds

In accordance with the Indentures by and between the School District and the Fiscal Agent, the proceeds of the Bonds of CFD No. 2004-1 were deposited into the funds and accounts shown in the table below.

Initial Deposit of 2005 Bond Proceeds

Funds, Accounts and Subaccounts	Amount
School Facilities Account of the Acquisition and Construction Fund	$5,500,000.00
Fire Facilities Account of the Acquisition and Construction Fund	$900,000.00
Costs of Issuance Account [1]	$697,676.59
Water Facilities Account of the Acquisition and Construction Fund	$2,410,000.00
Reserve Fund	$1,032,282.90
Interest Account	$0.00
Capitalized Interest Subaccount of the Interest Account	$1,145,040.51
Special Tax Fund	$0.00
Administrative Expense Fund	$100,000.00
Total [1]	**$11,785,000.00**

[1] Total amount includes the Underwriter's Discount of $223,915.00. However, the actual amount deposited in the Costs of Issuance Account was $473,761.59.

Initial Deposit of 2015 Bond Proceeds

Funds, Accounts and Subaccounts	Amount
Escrow Fund [1]	$6,615,283.52
Reserve Account	$681,200.00
Costs of Issuance Account [2]	$438,516.48
Total [2]	**$7,735,000.00**

[1] Total Amount includes Prior Bond Funds in the amount of $1,236,578.98. The actual amount deposited in the Escrow Fund was $7,851,862.50.
[2] Total amount includes the Underwriter's Discount of $97,847.75 and Net Original Issue Discount of $148,263.40. The actual amount deposited in the Costs of Issuance Account was $192,405.33.

C. Construction/Acquisition Accounts

The tables below show the accruals and expenditures in the construction/acquisition accounts of CFD No. 2004-1 through April 30, 2017, for the construction of Authorized Facilities.

Fire Facilities Account

Balance as of September 14, 2005		**$900,000.00**
Previously Accrued	**$63,788.46**	
Previously Expended	**($963,788.46)**	
Balance as of May 1, 2016		**$0.00**
Accruals		**$0.00**
Expenditures		**($0.00)**
Balance as of November 30, 2016 [1]		**$0.00**
[1] Account closed as of December 2016.		

Water Facilities Account

Balance as of September 14, 2005		**$2,410,000.00**
Previously Accrued	**$244,009.78**	
Previously Expended	**($2,654,009.78)**	
Balance as of May 1, 2016		**$0.00**
Accruals		**$0.00**
Expenditures		**($0.00)**
Balance as of November 30, 2016 [1]		**$0.00**
[1] Account closed as of December 2016.		

2015 Water Facilities Account

Balance as of July 30, 2015		**$0.00**
Previously Accrued	**$178,993.93**	
Previously Expended	**($0.00)**	
Balance as of May 1, 2016		**$178,993.93**
Accruals		**$0.00**
Expenditures		**($0.00)**
Balance as of April 30, 2017		**$178,993.93**

2015 Acquisition and Construction Account

Balance as of July 30, 2015		**$0.00**
Previously Accrued	**$0.00**	
Previously Expended	**($0.00)**	
Balance as of May 1, 2016		**$0.00**
Accruals		**$0.00**
Expenditures		**($0.00)**
Balance as of April 30, 2017		**$0.00**

D. Special Tax Fund

Each Fiscal Year, CFD No. 2004-1 will levy, collect, and expend Annual Special Taxes in an amount necessary to pay interest and principal to bondholders, cover Administrative Expenses, and fund school facilities necessary to serve students generated from residential units constructed within the boundaries of CFD No. 2004-1. The table below presents a detailed listing of the Annual Special Taxes collected and expended from September 14, 2005 through April 30, 2017.

2005 Special Tax Fund

Balance as of September 14, 2005		**$0.00**
Previously Accrued	**$6,152,878.30**	
Previously Expended	**($6,005,784.18)**	
Balance as of May 1, 2016		**$147,094.12**
Accruals		**$2.44**
Interest Earnings	$2.44	
Expenditures		**($147,095.32)**
Transfer to 2015 Special Tax Fund	($147,095.32)	
Balance as of April 30, 2017		**$1.24**

2015 Special Tax Fund

Balance as of July 30, 2015		**$0.00**
Previously Accrued	**$373,159.77**	
Previously Expended	**($154,678.41)**	
Balance as of May 1, 2016		**$218,481.36**
Accruals		**$367,200.14**
Special Tax Receipts [1]	$220,104.82	
Transfer from 2005 Special Tax Fund	$147,095.32	
Expenditures		**($446,849.26)**
Miscellaneous Transfer [2]	($4,743.00)	
Transfer to 2015 Debt Service Account	($442,106.26)	
Balance as of April 30, 2017		**$138,832.24**

[1] Special Tax receipts through August 2016, does not include $528,261.54 in Special Taxes that were deposited into an incorrect account. The amount has been redeposited into the Special Tax Fund on May 23, 2017.
[2] Represents a reversal entry to correct an erroneous deposit.

Surplus Fund

Balance as of September 14, 2005		**$0.00**
Previously Accrued	**$525,000.00**	
Previously Expended	**($525,000.00)**	
Balance as of May 1, 2016		**$0.00**
Accruals		**$0.00**
Expenditures		**($0.00)**
Balance as of November 30, 2016 [1]		**$0.00**
[1] Account closed as of December 2016.		

2015 Surplus Fund

Balance as of July 30, 2015		**$0.00**
Previously Accrued	**$0.00**	
Previously Expended	**($0.00)**	
Balance as of May 1, 2016		**$0.00**
Accruals		**$0.00**
Expenditures		**($0.00)**
Balance as of April 30, 2017		**$0.00**

Additional School Facilities Fund [1]

Balance as of September 14, 2005		**$0.00**
Previously Accrued	**$525,000.00**	
Previously Expended	**($375,000.00)**	
Balance as of May 1, 2016		**$150,000.00**
Accruals		**$0.00**
Expenditures		**($0.00)**
Balance as of April 30, 2017		**$150,000.00**
[1] Account is held by the School District.		

IV. MINIMUM ANNUAL SPECIAL TAX REQUIREMENT

For Fiscal Year 2017/2018, the Minimum Annual Special Tax Requirement for CFD No. 2004-1, as calculated pursuant to the RMA, can be found in the table below.

Minimum Annual Special Tax Requirement
For Fiscal Year 2017/2018

FY 2016/2017 Current and Projected Funds		**$883,079.31**
Balance of Special Tax Fund (as of September 2, 2016)	$268,985.37	
Special Tax Fund Apportionments (as of May 23, 2017)	$528,261.54	
Projected Special Tax Receipts	$85,832.40	
FY 2016/2017 Remaining Obligations		**$596,153.13**
Interest Payment Due September 1, 2017	$130,153.13	
Principal Payment Due September 1, 2017	$215,000.00	
Administrative Expense Budget for Fiscal Year 2015/2016	$50,000.00	
Additional School Facilities Budget for Fiscal Year 2015/2016	$75,000.00	
Administrative Expense Budget for Fiscal Year 2016/2017	$51,000.00	
Additional School Facilities Budget for Fiscal Year 2016/2017	$75,000.00	
FY 2016/2017 Surplus/(Draw on Reserve)		**$286,926.18**
FY 2017/2018 Obligations		**$992,949.20**
Interest Payment Due March 1, 2018	$128,003.13	
Interest Payment Due September 1, 2018	$128,003.13	
Principal Payment Due September 1, 2018	$230,000.00	
Additional School Facilities Budget for Fiscal Year 2017/2018	$75,000.00	
Administrative Expense Budget for Fiscal Year 2017/2018	$52,020.00	
Anticipated Special Tax Delinquencies (3.99%)	$28,170.42	
Surplus Special Taxes [1]	$351,752.52	
Minimum Annual Special Tax Requirement [1]		**$706,023.02**

[1] Based on preliminary development findings, actual Special Tax levy and Surplus may change at the time of submittal to the County.

V. DEVELOPMENT SUMMARY

Each Fiscal Year, the School District calculates the Annual Special Taxes to be levied against Taxable Property within CFD No. 2004-1. Taxable Property is classified based on the issuance of a Building Permit. Specifically, Developed Property means, for any Fiscal Year, all Assessor's Parcels in CFD No. 2004-1 for which a Building Permit has been issued as of May 1 of the previous Fiscal Year, provided that the Assessor's Parcel was created prior to January 1 of the prior Fiscal Year and that each such Assessor's Parcel is associated with a Lot. The table below summarizes the Special Tax classification within CFD No. 2004-1 for the previous Fiscal Year and Fiscal Year 2017/2018.

Special Tax Classification

Unit Type	Tax Class	Building Square Footage	Previous Fiscal Year	Fiscal Year 2017/2018 [1]
Developed Property				
Market Rate	1	< 1,250	182 Units	172 Units
Market Rate	2	1,251 - 1,500	54 Units	81 Units
Market Rate	3	1,501 - 1,750	113 Units	121 Units
Market Rate	4	1,751 - 2,000	135 Units	159 Units
Market Rate	5	> 2,000	123 Units	141 Units
Affordable	A	NA	0 Units	0 Units
Commercial Property	C	NA	0.00 SF	0.00 SF
Developed Property Subtotal			*607 Units*	*674 Units*
Undeveloped Property				
Planning Area No. 1			1.00 Acres	1.00 Acres
Planning Area No. 2			4.44 Acres	4.44 Acres
Planning Area No. 3			3.91 Acres	3.91 Acres
Planning Area No. 4			0.00 Acres	0.00 Acres
Planning Area No. 5			2.27 Acres	2.27 Acres
Undeveloped Property Subtotal			*11.61 Acres*	*11.61 Acres*
Total			**607 Units**	**674 Units**

[1] Based on preliminary development findings, actual count may change at the time of submittal to the County.

VI. FISCAL YEAR 2017/2018 LEVY SUMMARY

The Special Tax rates of CFD No. 2004-1 needed to meet the Minimum Annual Special Tax Requirement for Fiscal Year 2017/2018 are shown in the table below. The Special Tax roll, which lists the actual Special Tax levied against each Assessor's Parcel, is included as Exhibit C. For a more detailed explanation of the methodology used to apportion the Minimum Annual Special Tax Requirement among Developed Property and Undeveloped Property, please see the RMA.

Annual Special Tax Rates
For Fiscal Year 2017/2018

Unit Type	Tax Class	Building Square Footage	Number of Units/Acres [1]	Assigned Annual Special Tax Rate	Total Annual Special Taxes [1]
Developed Property					
Market Rate	1	< 1,250	172 Units	$684.72 per Unit	$117,771.84
Market Rate	2	1,251 - 1,500	81 Units	$858.98 per Unit	$69,577.38
Market Rate	3	1,501 - 1,750	121 Units	$998.78 per Unit	$120,852.38
Market Rate	4	1,751 - 2,000	159 Units	$1,221.44 per Unit	$194,208.96
Market Rate	5	> 2,000	141 Units	$1,444.06 per Unit	$203,612.46
Affordable	A	NA	0 Units	$0.00 per Unit	$0.00
Commercial Property	C	NA	0.00 SF	$0.00 per SF	$0.00
Developed Property Subtotal			*674 Units*	*NA*	*$706,023.02*
Undeveloped Property					
Planning Area No. 1			1.00 Acres	$0.00 per Acre	$0.00
Planning Area No. 2			4.44 Acres	$0.00 per Acre	$0.00
Planning Area No. 3			3.91 Acres	$0.00 per Acre	$0.00
Planning Area No. 4			0.00 Acres	$0.00 per Acre	$0.00
Planning Area No. 5			2.27 Acres	$0.00 per Acre	$0.00
Undeveloped Property Subtotal			*11.61 Acres [2]*	*NA*	*$0.00*
Total					**$706,023.02**

[1] Based on preliminary development findings, actual count and levy may change at the time of submittal to the County.
[2] Acreage is rounded to the nearest hundredth.

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EXHIBIT A

First Amended Rate and Method of Apportionment

FIRST AMENDED
RATE AND METHOD OF APPORTIONMENT FOR COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF SANTA ANA UNIFIED SCHOOL DISTRICT

The following sets forth the First Amended Rate and Method of Apportionment ("RMA") for the levy and collection of Special Taxes by Community Facilities District No. 2004-1 ("CFD No. 2004-1") of the Santa Ana Unified School District ("School District"). A Special Tax shall be levied on and collected in CFD No. 2004-1 each Fiscal Year in an amount determined through the application of the RMA described below. All of the real property in CFD No. 2004-1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

SECTION A
DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map or as calculated from the applicable Assessor's Parcel Map by the Board.

"Act" means the Mello-Roos Communities Facilities Act of 1982, as amended, being Chapter 2.5, of Division 2 of Title 5 of the Government Code of the State of California.

"Additional School Facilities" shall have the meaning ascribed to it in the Impact Mitigation Agreement Related to Proposed Community Facilities District No. 2004-1 by and between the School District and KFPLB Michelson Jamboree LLC, dated September 1, 2004.

"Administrative Expenses" means any ordinary and necessary expense incurred by the School District on behalf of CFD No. 2004-1 related to the determination of the amount of the levy of Special Taxes, the collection of Special Taxes including the expenses of collecting delinquencies, the administration of Bonds, the payment of salaries and benefits of any School District employee to the extent duties are directly related to the administration of CFD No. 2004-1, and costs otherwise incurred in order to carry out the authorized purposes of CFD No. 2004-1.

"Affordable Unit" means one of not more than 69 Units that are subject to deed restrictions, resale restrictions, and/or regulatory agreement in favor of the City or County providing for affordable housing. The first 69 Units which meet the criteria of the preceding sentence and for which Residential Building Permits are issued will be designated permanently and irrevocably as Affordable Units.

"Annual Special Tax" means the Special Tax actually levied in any Fiscal Year on any Assessor's Parcel.

"Assessor's Parcel" means a lot or parcel of land designated on an Assessor's Parcel Map with an assigned Assessor's Parcel Number within the boundaries of CFD No. 2004-1.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" means that number assigned to an Assessor's Parcel by the County for purposes of identification.

"Assigned Annual Special Tax" means the Special Tax of that name described in Section D.

"Backup Annual Special Tax" means the Special Tax of that name described in Section E.

"Board" means the School Board of Santa Ana Unified School District, or its designee, acting as the Legislative Body of CFD No. 2004-1.

"Bonds" means any obligation to repay a sum of money, including obligations in the form of bonds, notes, certificates of participation, long-term leases, loans from government agencies, or loans from banks, other financial institutions, private businesses, or individuals, or long-term contracts, or any refunding thereof, to which the Special Taxes have been pledged.

"Bond Index" means the national Bond Buyer Revenue Index, commonly referenced as the 25-Bond Revenue Index. In the event the Bond Index ceases to be published, the index used shall be based on a comparable index for revenue bonds maturity in 30 year with an average rating equivalent to Moody's A1 and/or S&P's A-plus, a reasonably determined by the Board.

"Bond Yield" means the weighted average yield on all outstanding series of Bonds, for purposes of this calculation the yield of the Bonds shall be the yield calculated at the time such Bonds are issued, pursuant to Section 148 of the Internal Revenue Code of 1986, as amended for the purpose of the Non-Arbitrage Certificate or other similar bond issuance document.

"Building Square Footage" or **"BSF"** means the square footage of assessable internal living space of a Unit, exclusive of any carports, walkways, garages, overhangs, patios, enclosed patios, internal hallways or detached accessory structure, as determined by reference to the Residential Building Permit for such Unit.

"Calendar Year" means the period commencing January 1 of any year and ending the following December 31.

"CFD No. 2004-1" means Community Facilities District No. 2004-1 of the Santa Ana Unified School District established under the Act.

"City" means the City of Irvine.

"Commercial Building Permit" means a permit for the construction of commercial square footage issued by the City, or another public agency in the event the City no longer issues said permits for the construction of commercial square footage within CFD No. 2004-1. For the purposes of this definition, "Commercial Building Permit" shall not include permits for construction or installation of residential structures.

"Commercial Lot" means an individual legal lot created by a Final Map for which a Commercial Building Permit could be issued.

"Commercial Property" means all Assessor's Parcels of Taxable Property for which Commercial Building Permits were issued on or before May 1 of the prior Fiscal Year provided that such Assessor's Parcels were created on or before January 1 of the prior Fiscal Year.

"Commercial Square Footage" means the square footage of commercial space associated with a Assessor's Parcel of Commercial Property as determined by reference to the Commercial Building Permit(s) for such Assessor's Parcel.

"County" means the County of Orange.

"Exempt Property" means all Assessor's Parcels designated as being exempt from Special Taxes pursuant to Section J.

"Final Map" means a condominium map, final tract map, parcel map, lot line adjustment, or functionally equivalent map or instrument that creates building sites, recorded in the County Office of the Recorder.

"Fiscal Year" means the period commencing on July 1 of any year and ending the following June 30.

"Market Rate Unit" means any Unit which is not an Affordable Unit.

"Maximum Annual Special Tax" means the Special Tax of that name as described in Section C.

"Minimum Annual Special Tax Requirement" means the amount required in any Fiscal Year to pay: (i) the debt service or the periodic costs on all outstanding Bonds including but not limited to, credit enhancement and rebate payments on the Bonds, (ii) Administrative Expenses of CFD No. 2004-1, (iii) the costs associated with the release of funds from an escrow account, (iv) any amount required to establish or replenish any reserve funds established in association with the Bonds, and (v) any amounts required for construction of Additional School Facilities less (vi) any amount available to pay debt service or other periodic costs on the Bonds pursuant to any applicable bond indenture, fiscal agent agreement, or trust agreement. In arriving at the Minimum Annual Special Tax requirement the Board shall take into account the reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year.

"Minimum Taxable Acreage" means the applicable Acreage classified as Taxable Property as determined pursuant to Section K.

"Partial Prepayment Amount" means the amount required to prepay a portion of the Annual Special Tax obligation for an Assessor's Parcel as described in Section H.

"Planning Area" means the areas identified as a Planning Area and illustrated in Section M.

"Planning Area No. 1 " means all property located within the area identified as Planning Area No. 1 in Section M, subject to interpretation by the Board.

"Planning Area No. 2 " means all property located within the area identified as Planning Area No. 2 in Section M, subject to interpretation by the Board.

"Planning Area No. 3 " means all property located within the area identified as Planning Area No.

3 in Section M, subject to interpretation by the Board.

"Planning Area No. 4 " means all property located within the area identified as Planning Area No. 4 in Section M, subject to interpretation by the Board.

"Planning Area No. 5 " means all property located within the area identified as Planning Area No. 5 in Section M, subject to interpretation by the Board.

"Prepayment Administrative Fees" means any fees or expenses of the School District or CFD No. 2004-1 associated with the prepayment of the Special Tax obligation of an Assessor's Parcel. Prepayment Administrative Fees shall include among other things the cost of computing the Prepayment Amount, redeeming Bonds, and recording any notices to evidence the prepayment and redemption of Bonds.

"Prepayment Amount" means the amount required to prepay the Annual Special Tax obligation in full for an Assessor's Parcel as described in Section G.

"Present Value of Taxes" means for any Assessor's Parcel the present value of (i) the unpaid portion, if any, of the Special Tax applicable to such Assessor's Parcel in the current Fiscal Year and (ii) the Annual Special Taxes expected to be levied on such Assessor's Parcel in each remaining Fiscal Year, as determined by the Board, until the termination date specified in Section I. The discount rate used for this calculation shall be equal to the (i) Bond Yield after Bond issuance or (ii) most recently published Bond Index prior to Bond issuance.

"Proportionately" means that the ratio of the actual Annual Special Tax levy to the applicable Assigned Annual Special Tax is equal for all applicable Assessor's Parcels.

"Reserve Fund Credit" means an amount equal to the reduction in the applicable reserve fund requirement(s) resulting from the redemption of Bonds with the Prepayment Amount. In no event shall a Reserve Fund Credit be given, if at the time the Prepayment Amount is calculated the reserve fund balance is below the applicable reserve fund requirement.

"Residential Building Permit" means a permit for the construction of one or more Units issued by the City, or another public agency in the event the City no longer issues said permits for the construction of Units within CFD No. 2004-1. For purposes of this definition, "Residential Building Permit" shall not include permits for construction or installation of parking structures, retaining walls, utility improvements, or other such improvements not intended for human habitation.

"Residential Lot" means an individual legal lot created by a Final Map for which a Residential Building Permit could be issued.

"Residential Property" means all Assessor's Parcels of Taxable Property for which Residential Building Permits were issued on or before May 1 of the prior Fiscal Year, provided that such Assessor's Parcels were created on or before January 1 of the prior Fiscal Year and that each such Assessor's Parcel is associated with a Residential Lot, as determined reasonably by the Board.

"School District" means the Santa Ana Unified School District, or subsequent school district.

"Special Tax" means any of the special taxes authorized to be levied by CFD No. 2004-1 pursuant to the Act.

"Taxable Property" means all Assessor's Parcels that are not Exempt Property.

"Undeveloped Property" means all Assessor's Parcels of Taxable Property that are not Residential Property or Commercial Property.

"Unit" means each separate residential unit that comprises an independent facility capable of conveyance separate from adjacent residential units.

SECTION B
CLASSIFICATION OF ASSESSOR'S PARCELS

Each Fiscal Year, beginning with Fiscal Year 2004-05, each Assessor's Parcel shall be assigned to a Planning Area. Each Assessor's Parcel shall be classified as Exempt Property or Taxable Property. Each Assessor's Parcel of Taxable Property shall be classified as Residential Property, Commercial Property or Undeveloped Property. Residential Property shall be further classified based on the Building Square Footage of the Unit. The classification of Exempt Property within each Planning Area shall be done taking into consideration the Minimum Taxable Acreage for such Planning Area, as determined pursuant to Section J.

SECTION C
MAXIMUM ANNUAL SPECIAL TAXES

1. <u>Residential Property</u>

The Maximum Annual Special Tax for each Assessor's Parcel classified as Residential Property in any Fiscal Year shall be the amount determined by the greater of (i) the application of the Assigned Annual Special Tax or (ii) the application of the Backup Annual Special Tax.

2. <u>Commercial Property</u>

The Maximum Annual Special Tax for each Assessor's Parcel classified as Commercial Property in any Fiscal Year shall be the amount determined by the greater of (i) the application of the Assigned Annual Special Tax or (ii) the application of the Backup Annual Special Tax.

3. <u>Undeveloped Property</u>

The Maximum Annual Special Tax for each Assessor's Parcel classified as Undeveloped Property in any Fiscal Year shall be the amount determined by the application of the Assigned Annual Special Tax.

SECTION D
ASSIGNED ANNUAL SPECIAL TAXES

1. Residential Property

The Assigned Annual Special Tax applicable to an Assessor's Parcel classified as Residential Property in Fiscal Year 2004-05 shall be determined by reference to Table 1 according to the Building Square Footage of the Unit(s).

TABLE 1

ASSIGNED ANNUAL SPECIAL TAX FOR DEVELOPED RESIDENTIAL PROPERTY FISCAL YEAR 2004-05

Unit Type	BSF	Assigned Annual Special Tax
Market Rate Unit	< 1,250	$529.31 per Unit
Market Rate Unit	1,251 – 1,500	$664.02 per Unit
Market Rate Unit	1,501 – 1,750	$772.10 per Unit
Market Rate Unit	1,751 – 2,000	$944.21 per Unit
Market Rate Unit	> 2,000	$1,116.31 per Unit

Each July 1, commencing July 1, 2005, the Assigned Annual Special Tax for each Assessor's Parcel of Residential Property shall be increased by two percent (2.00%) of the amount in effect in the prior Fiscal Year.

2. Commercial Property

The Assigned Annual Special Tax rate for an Assessor's Parcel of Commercial Property in Fiscal Year 2004-05 shall be $0.29 per Square Foot of Commercial Square Footage. Each July 1, commencing July 1, 2005, the Assigned Annual Special Tax for each Assessor's Parcel of Commercial Property shall be increased by two percent (2.00%) of the amount in effect the prior Fiscal Year.

3. Undeveloped Property

The Assigned Annual Special Tax rate for an Assessor's Parcel of Undeveloped Property in Fiscal Year 2004-05 shall be the amount per acre of Acreage (prorated with respect to partial acres) determined by reference to Table 2 based on the location of the Assessor's Parcel.

TABLE 2

ASSIGNED ANNUAL SPECIAL TAX FOR UNDEVELOPED PROPERTY FISCAL YEAR 2004-05

Location	Assigned Annual Special Tax
Planning Area No. 1	$85,221.65 per acre
Planning Area No. 2	$43,156.36 per acre
Planning Area No. 3	$23,646.72 per acre
Planning Area No. 4	$24,699.65 per acre
Planning Area No. 5	$7,672.97per acre

Each July 1, commencing July 1, 2005, the Assigned Annual Special Tax for each Assessor's Parcel of Undeveloped Property shall be increased by two percent (2.00%) of the amount in effect the prior Fiscal Year.

SECTION E
BACKUP ANNUAL SPECIAL TAXES

Each Fiscal Year, each Assessor's Parcel of Residential Property or Commercial Property within each Planning Area shall be subject to a Backup Annual Special Tax. In each Fiscal Year, the Backup Annual Special Tax rate for Residential Property or Commercial Property within the Planning Area shall be the rate per Residential Lot or Commercial Lot calculated according to the following formula:

$$B = (Z \times A) / L$$

The terms above have the following meanings:

B = Backup Annual Special Tax per Residential Lot or acre of Acreage of Commercial Lots within the applicable Planning Area for the applicable Fiscal Year

Z = Assigned Annual Special Tax per acre of Acreage of Undeveloped Property for the applicable Planning Area for the applicable Fiscal Year

A = Acreage of Taxable Property expected to exist in the applicable Planning Area, based on the Final Map at build-out, as determined by the Board pursuant to Section J

L = Number of Residential Lots or acres of Acreage of Commercial Lots in the applicable Planning Area, based on the Final Map.

Notwithstanding the foregoing, if all or any portion of the Final Map(s) applicable to a Planning Area described in the preceding paragraph is subsequently changed or modified, then the Backup Annual Special Tax for each Assessor's Parcel of Residential Property or Commercial Property in

each Planning Area affected by such Final Map that is changed or modified shall be a rate per square foot of Acreage calculated as follows:

1. Determine the total Backup Annual Special Taxes anticipated to apply to the Planning Area affected by the changed or modified Final Map prior to the change or modification.

2. The result of paragraph 1 above shall be divided by the Acreage of Residential Property or Commercial Property which is ultimately expected to exist in such Planning Area, as reasonably determined by the Board.

3. The result of paragraph 2 above shall be divided by 43,560. The result is the Backup Annual Special Tax per square foot of Acreage, which shall be applicable to Assessor's Parcels of Residential Property or Commercial Property in such Planning Area.

Each July 1, commencing with the July 1 following the Fiscal Year in which the preceding calculation is performed, the Backup Annual Special Tax per square foot of Acreage calculated in step 3 above shall be increased by two percent (2.00%) of the amount in effect the prior Fiscal Year.

SECTION F
METHOD OF APPORTIONMENT OF THE ANNUAL SPECIAL TAX

Commencing Fiscal Year 2004-05, and for each subsequent Fiscal Year, the Board shall levy Annual Special Taxes as follows:

Step One: The Board shall levy Proportionately an Annual Special Tax on each Assessor's Parcel of Residential Property and Commercial Property up to an amount equal to the Assigned Annual Special Tax applicable to each such Assessor's Parcel, to satisfy the Minimum Annual Special Tax Requirement.

Step Two: If the sum of the amounts collected in step one is insufficient to satisfy the Minimum Annual Special Tax Requirement, then the Board shall levy Proportionately an Annual Special Tax on each Assessor's Parcel of Undeveloped Property, up to the Assigned Annual Special Tax applicable to each such Assessor's Parcel, to satisfy the Minimum Annual Special Tax Requirement.

Step Three: If the sum of the amounts collected in steps one and two is insufficient to satisfy the Minimum Annual Special Tax Requirement, then the Board shall additionally levy Proportionately an Annual Special Tax on each Assessor's Parcel of Residential Property and Commercial Property, up to the Maximum Annual Special Tax applicable to each such Assessor's Parcel, to satisfy the Minimum Annual Special Tax Requirement.

SECTION G
PREPAYMENT OF ANNUAL SPECIAL TAXES

The Annual Special Tax obligation of an Assessor's Parcel of Residential Property; or an Assessor's Parcel of Commercial Property, or an Assessor's Parcel of Undeveloped Property for which a Residential Building Permit or Commercial Building Permit has been issued may be prepaid in full, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time the Annual Special Tax obligation would be prepaid. The Prepayment Amount for an Assessor's Parcel eligible for prepayment shall be determined as described below.

An owner of an Assessor's Parcel intending to prepay the Annual Special Tax obligation shall provide CFD No. 2004-1 with written notice of intent to prepay. Within thirty (30) days of receipt of such written notice, the Board shall reasonably determine the Prepayment Amount of such Assessor's Parcel and shall notify such owner of such Prepayment Amount. The Prepayment Amount shall be calculated according to the following formula:

$$P = PVT - RFC + PAF$$

The terms above have the following meanings:

P	=	Prepayment Amount
PVT	=	Present Value of Taxes
RFC	=	Reserve Fund Credit
PAF	=	Prepayment Administrative Fees

Notwithstanding the foregoing, no prepayment will be allowed unless the amount of Annual Special Taxes that may be levied on Taxable Property, net of Administrative Expenses, shall be at least 1.1 times the regularly scheduled annual interest and principal payments on all currently outstanding Bonds in each future Fiscal Year and such prepayment will not impair the security of all currently outstanding Bonds, as reasonably determined by the Board. Such determination shall include identifying all Assessor's Parcels that are expected to become Exempt Property.

With respect to any Assessor's Parcel that is prepaid, the Board shall indicate in the records of CFD No. 2004-1 that there has been a prepayment of the Annual Special Tax obligation and shall cause a suitable notice to be recorded in compliance with the Act to indicate the prepayment of the Annual Special Tax obligation and the release of the Annual Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such Annual Special Tax shall cease.

SECTION H
PARTIAL PREPAYMENT OF ANNUAL SPECIAL TAXES

The Annual Special Tax obligation of an Assessor's Parcel may be partially prepaid at the times and under the conditions set forth in this section, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time the Annual Special Tax obligation would be prepaid.

1. **Partial Prepayment Times and Conditions**

Prior to the issuance of the first Residential Building Permit or Commercial Building Permit for a Lot within a Final Map, the owner of no less than all the Taxable Property within such Final Map may elect in writing to the Board to prepay a portion of the Annual Special Tax obligations for all the Assessor's Parcels within such Final Map, as calculated in Section H.2. below. The partial prepayment of each Annual Special Tax obligation shall be collected for all Assessor's Parcels prior to the issuance of the first Residential Building Permit or Commercial Building Permit with respect to such Final Map.

2. **Partial Prepayment Amount**

The Partial Prepayment Amount shall be calculated according to the following formula:

$$PP = P_G \times F$$

The terms above have the following meanings:

PP = the Partial Prepayment Amount
P_G = the Prepayment Amount calculated according to Section G
F = the percent by which the owner of the Assessor's Parcel is partially prepaying the Annual Special Tax obligation

3. **Partial Prepayment Procedures and Limitations**

With respect to any Assessor's Parcel that is partially prepaid, the Board shall indicate in the records of CFD No. 2004-1 that there has been a partial prepayment of the Annual Special Tax obligation and shall cause a suitable notice to be recorded in compliance with the Act to indicate the partial prepayment of the Annual Special Tax obligation and the partial release of the Annual Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such prepaid portion of the Annual Special Tax shall cease. Additionally, the notice shall indicate that the Assigned Annual Special Tax and the Backup Annual Special Tax if applicable for the Assessor's Parcel has been reduced by an amount equal to the percentage which was partially prepaid.

Notwithstanding the foregoing, no partial prepayment will be allowed unless the amount of Annual Special Taxes that may be levied on Taxable Property after such partial prepayment, net of Administrative Expenses, shall be at least 1.1 times the regularly scheduled annual interest and principal payments on all currently outstanding Bonds in each future Fiscal Year and such partial prepayment will not impair the security of all currently outstanding Bonds, as reasonably determined by the Board. Such determination shall include identifying all Assessor's Parcels that are expected to become Exempt Property.

SECTION I
TERMINATION OF SPECIAL TAX

Annual Special Taxes shall be levied for a period of thirty (30) Fiscal Years after the last series of Bonds has been issued, as determined by the Board, provided that Annual Special Taxes shall not be levied after Fiscal Year 2045-46.

SECTION J

EXEMPTIONS

The Board shall classify as Exempt Property (i) Assessor's Parcels owned by the State of California, Federal or other local governments, (ii) Assessor's Parcels which are used as places of worship and are exempt from *ad valorem* property taxes because they are owned by a religious organization, (iii) Assessor's Parcels used exclusively by a homeowners' association, (iv) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement, (v) Assessor's Parcel on which a Affordable Unit is constructed and (vi) any other Assessor's Parcels at the reasonable discretion of the Board. The Board shall not classify an Assessor's Parcel as Exempt Property if such classification would reduce the sum of all Taxable Property to less than the Minimum Taxable Acreage. Assessor's Parcels which cannot be classified as Exempt Property because such classification would reduce the Acreage of all Taxable Property to less than the Minimum Taxable Acreage will continue to be classified as Residential Property, Commercial Property, or Undeveloped Property, as applicable, and will continue to be subject to Special Taxes accordingly. The Minimum Taxable Acreage for each Planning Area of CFD No. 2004-1 shall be the amount determined by reference to Table 3 below.

TABLE 3

MINIMUM TAXABLE ACREAGE

Location	Minimum Taxable Acreage
Planning Area No. 1	1.68 acres of Acreage
Planning Area No. 2	8.25 acres of Acreage
Planning Area No. 3	4.63 acres of Acreage
Planning Area No. 4	7.70 acres of Acreage
Planning Area No. 5	3.73 acres of Acreage

SECTION K
APPEALS

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the Board not later than twelve months after having paid the first installment of the Special Tax that is disputed. A representative(s) of CFD No. 2004-1 shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the representative's decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made (except for the last year of levy), but an adjustment shall be made to the Annual Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s) as the representative's decision shall indicate.

SECTION L
MANNER OF COLLECTION

The Annual Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes, provided, however, that CFD No. 2004-1 may collect Annual Special Taxes at a different time or in a different manner if necessary to meet its financial obligations.

SECTION M
MAP OF PLANNING AREAS
(Attached hereto)

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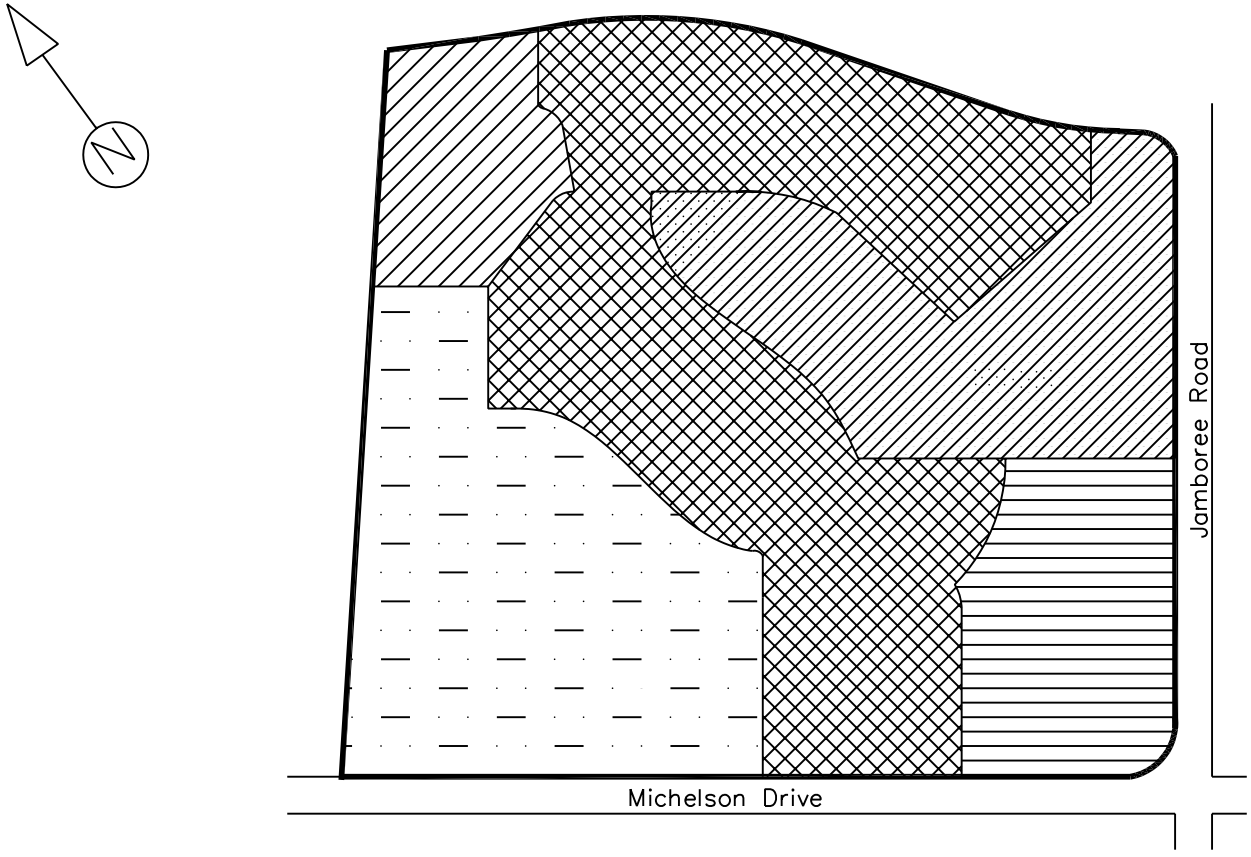
SHEET 1 OF 1

SECTION M

MAP OF PLANNING AREAS



LEGEND

- Boundaries of Community Facilities District No. 2004-1
- Planning Area 1
- Planning Area 2
- Planning Area 3
- Planning Area 4
- Planning Area 5

PREPARED BY

DAVID TAUSSIG & ASSOCIATES, INC.

EXHIBIT B

Summary of Transactions for Funds and Accounts

COOPERATIVE STRATEGIES
COMPLETE FINANCIAL & DEMOGRAPHIC PLANNING FOR EDUCATION

SOURCES AND USES OF FUNDS

Jul 1 2016 - Apr 30 2017

Santa Ana Unified School District
Community Facilities District No. 2004-1
06059008201

Account Name	Beginning Balance	SOURCES: Special Tax Receipts	SOURCES: Investment Earnings	SOURCES: Miscellaneous	Total Sources	USES: Interest Payments	USES: Principal Payments	USES: Acquisition/ Construction Payments	USES: Legal/ Consulting/ Services	USES: Miscellaneous	Total Uses	Transfer	Ending Balance
2015 Acquisition and Construction Fund	$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
2015 Administrative Expense Account	$37,631.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	($8,542.47)	$0.00	($8,542.47)	$0.00	$29,088.80
2015 Alt Penalty Account	$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
2015 Bond Proceeds	$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
2015 Cost of Issuance	$10,452.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$10,452.27
2015 Debt Service Account	$0.00	$0.00	$0.00	$0.00	$0.00	($262,106.26)	($180,000.00)	$0.00	$0.00	$0.00	($442,106.26)	$442,106.26	$0.00
2015 Escrow Fund	$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
2015 Rebate Account	$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
2015 Redemption Account	$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
2015 Reserve Account	$681,200.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$681,200.00
2015 Special Tax Fund	$559,009.01	$26,672.49	$0.00	$0.00	$26,672.49	$0.00	$0.00	$0.00	$0.00	($4,743.00)	($4,743.00)	($442,106.26)	$138,832.24
2015 Surplus Fund	$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
2015 Water Facilities	$178,993.93	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$178,993.93
Acquisition and Construction Fund	$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
Administrative Expense Account	$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
Fire Facilities Subaccount	$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
Interest Account	$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
Letter of Credit	$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
Principal Account	$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
Redemption Account	$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
Reserve Fund	$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
Special Tax Fund	$1.24	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.24
Surplus Fund	$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

Water Facilities Subaccount	$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
Total:	$1,467,287.72	$26,672.49	$0.00	$0.00	$26,672.49	($262,106.26)	($180,000.00)	$0.00	($8,542.47)	($4,743.00)	($455,391.73)	$0.00	$1,038,568.48

Note: $131,953.13 was paid in Interest from the Debt Service Account for the September debt service obligation.
$180,000.00 was paid in Principal from the Debt Service Account for the September debt service obligation.
$130,153.13 was paid in Interest from the Debt Service for the March debt service obligation.

SOURCES AND USES OF FUNDS

07/01/2016

Santa Ana Unified School District
Community Facilities District No. 2004-1
06059008201

Account Name	Beginning Balance	SOURCES: Special Tax Receipts	SOURCES: Investment Earnings	SOURCES: Miscellaneous	Total Sources	USES: Interest Payments	USES: Principal Payments	USES: Acquisition/ Construction Payments	USES: Legal/ Consulting/ Services	USES: Miscellaneous	Total Uses	Transfer	Ending Balance
2015 Acquisition and Constructic	$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
2015 Administrative Expense Ac	$37,631.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,631.27
2015 Alt Penalty Account	$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
2015 Bond Proceeds	$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
2015 Cost of Issuance	$10,452.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$10,452.27
2015 Debt Service Account	$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
2015 Escrow Fund	$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
2015 Rebate Account	$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
2015 Redemption Account	$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
2015 Reserve Account	$681,200.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$681,200.00
2015 Special Tax Fund	$559,009.01	$4,743.00	$0.00	$0.00	$4,743.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$563,752.01
2015 Surplus Fund	$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
2015 Water Facilities	$178,993.93	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$178,993.93
Acquisition and Construction Fu	$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
Administrative Expense Account	$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
Fire Facilities Subaccount	$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
Interest Account	$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
Letter of Credit	$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
Principal Account	$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
Redemption Account	$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
Reserve Fund	$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
Special Tax Fund	$1.24	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.24
Surplus Fund	$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

Water Facilities Subaccount	$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
Total:	$1,467,287.72	$4,743.00	$0.00	$0.00	$4,743.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,472,030.72

Note:

SOURCES AND USES OF FUNDS

08/01/2016

Santa Ana Unified School District
Community Facilities District No. 2004-1
06059008201

Account Name	Beginning Balance	SOURCES: Special Tax Receipts	SOURCES: Investment Earnings	SOURCES: Miscellaneous	Total Sources	USES: Interest Payments	USES: Principal Payments	USES: Acquisition/ Construction Payments	USES: Legal/ Consulting/ Services	USES: Miscellaneous	Total Uses	Transfer	Ending Balance
2015 Acquisition and Constructic	$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
2015 Administrative Expense Ac	$37,631.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,631.27
2015 Alt Penalty Account	$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
2015 Bond Proceeds	$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
2015 Cost of Issuance	$10,452.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$10,452.27
2015 Debt Service Account	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$311,953.13	$311,953.13
2015 Escrow Fund	$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
2015 Rebate Account	$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
2015 Redemption Account	$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
2015 Reserve Account	$681,200.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$681,200.00
2015 Special Tax Fund	$563,752.01	$21,929.49	$0.00	$0.00	$21,929.49	$0.00	$0.00	$0.00	$0.00	($4,743.00)	($4,743.00)	($311,953.13)	$268,985.37
2015 Surplus Fund	$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
2015 Water Facilities	$178,993.93	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$178,993.93
Acquisition and Construction Fu	$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
Administrative Expense Account	$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
Fire Facilities Subaccount	$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
Interest Account	$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
Letter of Credit	$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
Principal Account	$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
Redemption Account	$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
Reserve Fund	$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
Special Tax Fund	$1.24	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.24
Surplus Fund	$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

Water Facilities Subaccount	$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
Total:	$1,472,030.72	$21,929.49	$0.00	$0.00	$21,929.49	$0.00	$0.00	$0.00	$0.00	($4,743.00)	($4,743.00)	$0.00	$1,489,217.21

Note:

SOURCES AND USES OF FUNDS

09/01/2016

Santa Ana Unified School District
Community Facilities District No. 2004-1
06059008201

Account Name	Beginning Balance	SOURCES: Special Tax Receipts	SOURCES: Investment Earnings	SOURCES: Miscellaneous	Total Sources	USES: Interest Payments	USES: Principal Payments	USES: Acquisition/ Construction Payments	USES: Legal/ Consulting/ Services	USES: Miscellaneous	Total Uses	Transfer	Ending Balance
2015 Acquisition and Constructic	$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
2015 Administrative Expense Ac	$37,631.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	($4,471.82)	$0.00	($4,471.82)	$0.00	$33,159.45
2015 Alt Penalty Account	$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
2015 Bond Proceeds	$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
2015 Cost of Issuance	$10,452.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$10,452.27
2015 Debt Service Account	$311,953.13	$0.00	$0.00	$0.00	$0.00	($131,953.13)	($180,000.00)	$0.00	$0.00	$0.00	($311,953.13)	$0.00	$0.00
2015 Escrow Fund	$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
2015 Rebate Account	$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
2015 Redemption Account	$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
2015 Reserve Account	$681,200.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$681,200.00
2015 Special Tax Fund	$268,985.37	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$268,985.37
2015 Surplus Fund	$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
2015 Water Facilities	$178,993.93	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$178,993.93
Acquisition and Construction Fu	$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
Administrative Expense Account	$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
Fire Facilities Subaccount	$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
Interest Account	$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
Letter of Credit	$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
Principal Account	$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
Redemption Account	$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
Reserve Fund	$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
Special Tax Fund	$1.24	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.24
Surplus Fund	$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

Water Facilities Subaccount	$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
Total:	$1,489,217.21	$0.00	$0.00	$0.00	$0.00	($131,953.13)	($180,000.00)	$0.00	($4,471.82)	$0.00	($316,424.95)	$0.00	$1,172,792.26

Note: $131,953.13 was paid in Interest from the Debt Service Account for the September debt service obligation.
$180,000.00 was paid in Principal from the Debt Service Account for the September debt service obligation.

SOURCES AND USES OF FUNDS

10/01/2016

Santa Ana Unified School District
Community Facilities District No. 2004-1
06059008201

Account Name	Beginning Balance	SOURCES: Special Tax Receipts	SOURCES: Investment Earnings	SOURCES: Miscellaneous	Total Sources	USES: Interest Payments	USES: Principal Payments	USES: Acquisition/ Construction Payments	USES: Legal/ Consulting/ Services	USES: Miscellaneous	Total Uses	Transfer	Ending Balance
2015 Acquisition and Constructic	$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
2015 Administrative Expense Ac	$33,159.45	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	($4,070.65)	$0.00	($4,070.65)	$0.00	$29,088.80
2015 Alt Penalty Account	$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
2015 Bond Proceeds	$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
2015 Cost of Issuance	$10,452.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$10,452.27
2015 Debt Service Account	$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
2015 Escrow Fund	$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
2015 Rebate Account	$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
2015 Redemption Account	$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
2015 Reserve Account	$681,200.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$681,200.00
2015 Special Tax Fund	$268,985.37	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$268,985.37
2015 Surplus Fund	$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
2015 Water Facilities	$178,993.93	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$178,993.93
Acquisition and Construction Fu	$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
Administrative Expense Account	$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
Fire Facilities Subaccount	$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
Interest Account	$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
Letter of Credit	$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
Principal Account	$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
Redemption Account	$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
Reserve Fund	$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
Special Tax Fund	$1.24	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.24
Surplus Fund	$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

Water Facilities Subaccount	$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
Total:	$1,172,792.26	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	($4,070.65)	$0.00	($4,070.65)	$0.00	$1,168,721.61

Note:

SOURCES AND USES OF FUNDS

11/01/2016

Santa Ana Unified School District
Community Facilities District No. 2004-1
06059008201

Account Name	Beginning Balance	SOURCES: Special Tax Receipts	SOURCES: Investment Earnings	SOURCES: Miscellaneous	Total Sources	USES: Interest Payments	USES: Principal Payments	USES: Acquisition/ Construction Payments	USES: Legal/ Consulting/ Services	USES: Miscellaneous	Total Uses	Transfer	Ending Balance
2015 Acquisition and Constructic	$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
2015 Administrative Expense Ac	$29,088.80	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,088.80
2015 Alt Penalty Account	$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
2015 Bond Proceeds	$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
2015 Cost of Issuance	$10,452.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$10,452.27
2015 Debt Service Account	$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
2015 Escrow Fund	$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
2015 Rebate Account	$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
2015 Redemption Account	$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
2015 Reserve Account	$681,200.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$681,200.00
2015 Special Tax Fund	$268,985.37	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$268,985.37
2015 Surplus Fund	$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
2015 Water Facilities	$178,993.93	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$178,993.93
Acquisition and Construction Fu	$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
Administrative Expense Account	$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
Fire Facilities Subaccount	$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
Interest Account	$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
Letter of Credit	$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
Principal Account	$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
Redemption Account	$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
Reserve Fund	$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
Special Tax Fund	$1.24	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.24
Surplus Fund	$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

Water Facilities Subaccount	$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
Total:	$1,168,721.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,168,721.61

Note:

SOURCES AND USES OF FUNDS

12/01/2016

Santa Ana Unified School District
Community Facilities District No. 2004-1
06059008201

Account Name	Beginning Balance	SOURCES: Special Tax Receipts	SOURCES: Investment Earnings	SOURCES: Miscellaneous	Total Sources	USES: Interest Payments	USES: Principal Payments	USES: Acquisition/ Construction Payments	USES: Legal/ Consulting/ Services	USES: Miscellaneous	Total Uses	Transfer	Ending Balance
2015 Acquisition and Constructic	$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
2015 Administrative Expense Ac	$29,088.80	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,088.80
2015 Alt Penalty Account	$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
2015 Bond Proceeds	$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
2015 Cost of Issuance	$10,452.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$10,452.27
2015 Debt Service Account	$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
2015 Escrow Fund	$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
2015 Rebate Account	$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
2015 Redemption Account	$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
2015 Reserve Account	$681,200.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$681,200.00
2015 Special Tax Fund	$268,985.37	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$268,985.37
2015 Surplus Fund	$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
2015 Water Facilities	$178,993.93	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$178,993.93
Total:	$1,168,720.37	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,168,720.37

Note:

SOURCES AND USES OF FUNDS

01/01/2017

Santa Ana Unified School District
Community Facilities District No. 2004-1
06059008201

Account Name	Beginning Balance	SOURCES: Special Tax Receipts	SOURCES: Investment Earnings	SOURCES: Miscellaneous	Total Sources	USES: Interest Payments	USES: Principal Payments	USES: Acquisition/ Construction Payments	USES: Legal/ Consulting/ Services	USES: Miscellaneous	Total Uses	Transfer	Ending Balance
2015 Acquisition and Constructic	$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
2015 Administrative Expense Ac	$29,088.80	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,088.80
2015 Alt Penalty Account	$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
2015 Bond Proceeds	$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
2015 Cost of Issuance	$10,452.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$10,452.27
2015 Debt Service Account	$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
2015 Escrow Fund	$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
2015 Rebate Account	$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
2015 Redemption Account	$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
2015 Reserve Account	$681,200.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$681,200.00
2015 Special Tax Fund	$268,985.37	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$268,985.37
2015 Surplus Fund	$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
2015 Water Facilities	$178,993.93	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$178,993.93
Total:	$1,168,720.37	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,168,720.37

Note:

SOURCES AND USES OF FUNDS

02/01/2017

Santa Ana Unified School District
Community Facilities District No. 2004-1
06059008201

Account Name	Beginning Balance	SOURCES: Special Tax Receipts	SOURCES: Investment Earnings	SOURCES: Miscellaneous	Total Sources	USES: Interest Payments	USES: Principal Payments	USES: Acquisition/ Construction Payments	USES: Legal/ Consulting/ Services	USES: Miscellaneous	Total Uses	Transfer	Ending Balance
2015 Acquisition and Constructic	$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
2015 Administrative Expense Ac	$29,088.80	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,088.80
2015 Alt Penalty Account	$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
2015 Bond Proceeds	$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
2015 Cost of Issuance	$10,452.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$10,452.27
2015 Debt Service Account	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$130,153.13	$130,153.13
2015 Escrow Fund	$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
2015 Rebate Account	$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
2015 Redemption Account	$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
2015 Reserve Account	$681,200.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$681,200.00
2015 Special Tax Fund	$268,985.37	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	($130,153.13)	$138,832.24
2015 Surplus Fund	$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
2015 Water Facilities	$178,993.93	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$178,993.93
Total:	$1,168,720.37	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,168,720.37

Note:

COOPERATIVE STRATEGIES
COMPLETE FINANCIAL & DEMOGRAPHIC PLANNING FOR EDUCATION

SOURCES AND USES OF FUNDS

03/01/2017

Santa Ana Unified School District
Community Facilities District No. 2004-1
06059008201

Account Name	Beginning Balance	SOURCES: Special Tax Receipts	SOURCES: Investment Earnings	SOURCES: Miscellaneous	Total Sources	USES: Interest Payments	USES: Principal Payments	USES: Acquisition/ Construction Payments	USES: Legal/ Consulting/ Services	USES: Miscellaneous	Total Uses	Transfer	Ending Balance
2015 Acquisition and Constructic	$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
2015 Administrative Expense Ac	$29,088.80	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,088.80
2015 Alt Penalty Account	$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
2015 Bond Proceeds	$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
2015 Cost of Issuance	$10,452.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$10,452.27
2015 Debt Service Account	$130,153.13	$0.00	$0.00	$0.00	$0.00	($130,153.13)	$0.00	$0.00	$0.00	$0.00	($130,153.13)	$0.00	$0.00
2015 Escrow Fund	$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
2015 Rebate Account	$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
2015 Redemption Account	$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
2015 Reserve Account	$681,200.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$681,200.00
2015 Special Tax Fund	$138,832.24	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$138,832.24
2015 Surplus Fund	$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
2015 Water Facilities	$178,993.93	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$178,993.93
Total:	$1,168,720.37	$0.00	$0.00	$0.00	$0.00	($130,153.13)	$0.00	$0.00	$0.00	$0.00	($130,153.13)	$0.00	$1,038,567.24

Note: $130,153.13 was paid in Interest from the Debt Service for the March debt service obligation.

SOURCES AND USES OF FUNDS

04/01/2017

Santa Ana Unified School District
Community Facilities District No. 2004-1
06059008201

Account Name	Beginning Balance	SOURCES: Special Tax Receipts	SOURCES: Investment Earnings	SOURCES: Miscellaneous	Total Sources	USES: Interest Payments	USES: Principal Payments	USES: Acquisition/ Construction Payments	USES: Legal/ Consulting/ Services	USES: Miscellaneous	Total Uses	Transfer	Ending Balance
2015 Acquisition and Constructic	$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
2015 Administrative Expense Ac	$29,088.80	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,088.80
2015 Alt Penalty Account	$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
2015 Bond Proceeds	$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
2015 Cost of Issuance	$10,452.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$10,452.27
2015 Debt Service Account	$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
2015 Escrow Fund	$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
2015 Rebate Account	$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
2015 Redemption Account	$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
2015 Reserve Account	$681,200.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$681,200.00
2015 Special Tax Fund	$138,832.24	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$138,832.24
2015 Surplus Fund	$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
2015 Water Facilities	$178,993.93	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$178,993.93
Total:	$1,038,567.24	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,038,567.24

Note:

EXHIBIT C

Annual Special Tax Roll
Fiscal Year 2017/2018

Santa Ana Unified School District
Community Facilities District No. 2004-1
Special Tax Levy for Fiscal Year 2017-18

Book	Page	Parcel	Tract	Lot	Building	Floor Level	Unit Number	Project Name	Special Tax
445	91	53	16590	7	NA	1	Concierge	ASTORIA	$0.00
445	91	53	16590	7	NA	1	Concierge	ASTORIA	$0.00
445	91	53	16590	7	NA	2	Parking	ASTORIA	$0.00
934	5	400	16590	7	A	3	301	ASTORIA	$0.00
934	5	401	16590	7	A	3	302	ASTORIA	$0.00
934	5	402	16590	7	A	3	303	ASTORIA	$0.00
934	5	403	16590	7	A	3	304	ASTORIA	$0.00
934	5	404	16590	7	A	3	305	ASTORIA	$0.00
934	5	405	16590	7	A	3	306	ASTORIA	$0.00
934	5	406	16590	7	A	3	307	ASTORIA	$0.00
934	5	407	16590	7	A	3	308	ASTORIA	$0.00
934	5	408	16590	7	A	4	401	ASTORIA	$0.00
934	5	409	16590	7	A	4	402	ASTORIA	$0.00
934	5	410	16590	7	A	4	403	ASTORIA	$0.00
934	5	411	16590	7	A	4	404	ASTORIA	$0.00
934	5	412	16590	7	A	4	405	ASTORIA	$0.00
934	5	413	16590	7	A	4	406	ASTORIA	$0.00
934	5	414	16590	7	A	4	407	ASTORIA	$0.00
934	5	415	16590	7	A	4	408	ASTORIA	$0.00
934	5	416	16590	7	A	5	501	ASTORIA	$0.00
934	5	417	16590	7	A	5	502	ASTORIA	$0.00
934	5	418	16590	7	A	5	503	ASTORIA	$0.00
934	5	419	16590	7	A	5	504	ASTORIA	$0.00
934	5	420	16590	7	A	5	505	ASTORIA	$0.00
934	5	421	16590	7	A	5	506	ASTORIA	$0.00
934	5	422	16590	7	A	5	507	ASTORIA	$0.00
934	5	423	16590	7	A	5	508	ASTORIA	$0.00
934	5	424	16590	7	A	6	601	ASTORIA	$0.00
934	5	425	16590	7	A	6	602	ASTORIA	$0.00
934	5	426	16590	7	A	6	603	ASTORIA	$0.00
934	5	427	16590	7	A	6	604	ASTORIA	$0.00
934	5	428	16590	7	A	6	605	ASTORIA	$0.00
934	5	429	16590	7	A	6	606	ASTORIA	$0.00
934	5	430	16590	7	A	6	607	ASTORIA	$0.00

Santa Ana Unified School District
Community Facilities District No. 2004-1
Special Tax Levy for Fiscal Year 2017-18

Book	Page	Parcel	Tract	Lot	Building	Floor Level	Unit Number	Project Name	Special Tax
934	5	431	16590	7	A	6	608	ASTORIA	$0.00
934	5	432	16590	7	A	7	701	ASTORIA	$0.00
934	5	433	16590	7	A	7	702	ASTORIA	$0.00
934	5	434	16590	7	A	7	703	ASTORIA	$0.00
934	5	435	16590	7	A	7	704	ASTORIA	$0.00
934	5	436	16590	7	A	7	705	ASTORIA	$0.00
934	5	437	16590	7	A	7	706	ASTORIA	$0.00
934	5	438	16590	7	A	7	707	ASTORIA	$0.00
934	5	439	16590	7	A	7	708	ASTORIA	$0.00
934	5	440	16590	7	A	8	801	ASTORIA	$0.00
934	5	441	16590	7	A	8	802	ASTORIA	$0.00
934	5	442	16590	7	A	8	803	ASTORIA	$0.00
934	5	443	16590	7	A	8	804	ASTORIA	$0.00
934	5	444	16590	7	A	8	805	ASTORIA	$0.00
934	5	445	16590	7	A	8	806	ASTORIA	$0.00
934	5	446	16590	7	A	8	807	ASTORIA	$0.00
934	5	447	16590	7	A	8	808	ASTORIA	$0.00
934	5	448	16590	7	A	9	901	ASTORIA	$0.00
934	5	449	16590	7	A	9	902	ASTORIA	$0.00
934	5	450	16590	7	A	9	903	ASTORIA	$0.00
934	5	451	16590	7	A	9	904	ASTORIA	$0.00
934	5	452	16590	7	A	9	905	ASTORIA	$0.00
934	5	453	16590	7	A	9	906	ASTORIA	$0.00
934	5	454	16590	7	A	9	907	ASTORIA	$0.00
934	5	455	16590	7	A	9	908	ASTORIA	$0.00
934	5	456	16590	7	A	10	1001	ASTORIA	$0.00
934	5	457	16590	7	A	10	1002	ASTORIA	$0.00
934	5	458	16590	7	A	10	1003	ASTORIA	$0.00
934	5	459	16590	7	A	10	1004	ASTORIA	$0.00
934	5	460	16590	7	A	10	1005	ASTORIA	$0.00
934	5	461	16590	7	A	10	1006	ASTORIA	$0.00
934	5	462	16590	7	A	10	1007	ASTORIA	$0.00
934	5	463	16590	7	A	10	1008	ASTORIA	$0.00
934	5	464	16590	7	A	11	1101	ASTORIA	$0.00

Santa Ana Unified School District
Community Facilities District No. 2004-1
Special Tax Levy for Fiscal Year 2017-18

Book	Page	Parcel	Tract	Lot	Building	Floor Level	Unit Number	Project Name	Special Tax
934	5	465	16590	7	A	11	1102	ASTORIA	$0.00
934	5	466	16590	7	A	11	1103	ASTORIA	$0.00
934	5	467	16590	7	A	11	1104	ASTORIA	$0.00
934	5	468	16590	7	A	11	1105	ASTORIA	$0.00
934	5	469	16590	7	A	11	1106	ASTORIA	$0.00
934	5	470	16590	7	A	11	1107	ASTORIA	$0.00
934	5	471	16590	7	A	11	1108	ASTORIA	$0.00
934	5	472	16590	7	A	12	1201	ASTORIA	$0.00
934	5	473	16590	7	A	12	1202	ASTORIA	$0.00
934	5	474	16590	7	A	12	1203	ASTORIA	$0.00
934	5	475	16590	7	A	12	1204	ASTORIA	$0.00
934	5	476	16590	7	A	12	1205	ASTORIA	$0.00
934	5	477	16590	7	A	12	1206	ASTORIA	$0.00
934	5	478	16590	7	A	12	1207	ASTORIA	$0.00
934	5	479	16590	7	A	12	1208	ASTORIA	$0.00
934	5	480	16590	7	A	13	1301	ASTORIA	$0.00
934	5	481	16590	7	A	13	1302	ASTORIA	$0.00
934	5	482	16590	7	A	13	1303	ASTORIA	$0.00
934	5	483	16590	7	A	13	1304	ASTORIA	$0.00
934	5	484	16590	7	A	13	1305	ASTORIA	$0.00
934	5	485	16590	7	A	13	1306	ASTORIA	$0.00
934	5	486	16590	7	A	14	1401	ASTORIA	$0.00
934	5	487	16590	7	A	14	1402	ASTORIA	$0.00
934	5	488	16590	7	B	3	301	ASTORIA	$0.00
934	5	489	16590	7	B	3	302	ASTORIA	$0.00
934	5	490	16590	7	B	3	303	ASTORIA	$0.00
934	5	491	16590	7	B	3	304	ASTORIA	$0.00
934	5	492	16590	7	B	3	305	ASTORIA	$0.00
934	5	493	16590	7	B	3	306	ASTORIA	$0.00
934	5	494	16590	7	B	3	307	ASTORIA	$0.00
445	91	53	16590	7	B	3	Fitness Rm	ASTORIA	$0.00
445	91	53	16590	7	B	3	Rm	ASTORIA	$0.00
934	5	495	16590	7	B	3	309	ASTORIA	$0.00
934	5	496	16590	7	B	3	311	ASTORIA	$0.00

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934	5	497	16590	7	B	3	312	ASTORIA	$0.00
934	5	498	16590	7	B	3	313	ASTORIA	$0.00
934	5	499	16590	7	B	4	401	ASTORIA	$0.00
934	5	500	16590	7	B	4	402	ASTORIA	$0.00
934	5	501	16590	7	B	4	403	ASTORIA	$0.00
934	5	502	16590	7	B	4	404	ASTORIA	$0.00
934	5	503	16590	7	B	4	405	ASTORIA	$0.00
934	5	504	16590	7	B	4	406	ASTORIA	$0.00
934	5	505	16590	7	B	4	407	ASTORIA	$0.00
934	5	506	16590	7	B	4	408	ASTORIA	$0.00
934	5	507	16590	7	B	4	409	ASTORIA	$0.00
934	5	508	16590	7	B	4	410	ASTORIA	$0.00
934	5	509	16590	7	B	4	411	ASTORIA	$0.00
934	5	510	16590	7	B	4	412	ASTORIA	$0.00
934	5	511	16590	7	B	4	413	ASTORIA	$0.00
934	5	512	16590	7	B	5	501	ASTORIA	$0.00
934	5	513	16590	7	B	5	502	ASTORIA	$0.00
934	5	514	16590	7	B	5	503	ASTORIA	$0.00
934	5	515	16590	7	B	5	504	ASTORIA	$0.00
934	5	516	16590	7	B	5	505	ASTORIA	$0.00
934	5	517	16590	7	B	5	506	ASTORIA	$0.00
934	5	518	16590	7	B	5	507	ASTORIA	$0.00
934	5	519	16590	7	B	5	508	ASTORIA	$0.00
934	5	520	16590	7	B	5	509	ASTORIA	$0.00
934	5	521	16590	7	B	5	510	ASTORIA	$0.00
934	5	522	16590	7	B	5	511	ASTORIA	$0.00
934	5	523	16590	7	B	5	512	ASTORIA	$0.00
934	5	524	16590	7	B	5	513	ASTORIA	$0.00
934	5	525	16590	7	B	6	601	ASTORIA	$0.00
934	5	526	16590	7	B	6	602	ASTORIA	$0.00
934	5	527	16590	7	B	6	603	ASTORIA	$0.00
934	5	528	16590	7	B	6	604	ASTORIA	$0.00
934	5	529	16590	7	B	6	605	ASTORIA	$0.00
934	5	530	16590	7	B	6	606	ASTORIA	$0.00

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934	5	531	16590	7	B	6	607	ASTORIA	$0.00
934	5	532	16590	7	B	6	608	ASTORIA	$0.00
934	5	533	16590	7	B	6	609	ASTORIA	$0.00
934	5	534	16590	7	B	6	610	ASTORIA	$0.00
934	5	535	16590	7	B	6	611	ASTORIA	$0.00
934	5	536	16590	7	B	6	612	ASTORIA	$0.00
934	5	537	16590	7	B	6	613	ASTORIA	$0.00
934	5	538	16590	7	B	7	701	ASTORIA	$0.00
934	5	539	16590	7	B	7	702	ASTORIA	$0.00
934	5	540	16590	7	B	7	703	ASTORIA	$0.00
934	5	541	16590	7	B	7	704	ASTORIA	$0.00
934	5	542	16590	7	B	7	705	ASTORIA	$0.00
934	5	543	16590	7	B	7	706	ASTORIA	$0.00
934	5	544	16590	7	B	7	707	ASTORIA	$0.00
934	5	545	16590	7	B	7	708	ASTORIA	$0.00
934	5	546	16590	7	B	7	709	ASTORIA	$0.00
934	5	547	16590	7	B	7	710	ASTORIA	$0.00
934	5	548	16590	7	B	7	711	ASTORIA	$0.00
934	5	549	16590	7	B	7	712	ASTORIA	$0.00
934	5	550	16590	7	B	7	713	ASTORIA	$0.00
934	5	551	16590	7	B	8	801	ASTORIA	$0.00
934	5	552	16590	7	B	8	802	ASTORIA	$0.00
934	5	553	16590	7	B	8	803	ASTORIA	$0.00
934	5	554	16590	7	B	8	804	ASTORIA	$0.00
934	5	555	16590	7	B	8	805	ASTORIA	$0.00
934	5	556	16590	7	B	8	806	ASTORIA	$0.00
934	5	557	16590	7	B	8	807	ASTORIA	$0.00
934	5	558	16590	7	B	8	808	ASTORIA	$0.00
934	5	559	16590	7	B	8	809	ASTORIA	$0.00
934	5	560	16590	7	B	8	810	ASTORIA	$0.00
934	5	561	16590	7	B	8	811	ASTORIA	$0.00
934	5	562	16590	7	B	8	812	ASTORIA	$0.00
934	5	563	16590	7	B	8	813	ASTORIA	$0.00
934	5	564	16590	7	B	9	901	ASTORIA	$0.00

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934	5	565	16590	7	B	9	902	ASTORIA	$0.00
934	5	566	16590	7	B	9	903	ASTORIA	$0.00
934	5	567	16590	7	B	9	904	ASTORIA	$0.00
934	5	568	16590	7	B	9	905	ASTORIA	$0.00
934	5	569	16590	7	B	9	906	ASTORIA	$0.00
934	5	570	16590	7	B	9	907	ASTORIA	$0.00
934	5	571	16590	7	B	9	908	ASTORIA	$0.00
934	5	572	16590	7	B	9	909	ASTORIA	$0.00
934	5	573	16590	7	B	9	910	ASTORIA	$0.00
934	5	574	16590	7	B	9	911	ASTORIA	$0.00
934	5	575	16590	7	B	9	912	ASTORIA	$0.00
934	5	576	16590	7	B	9	913	ASTORIA	$0.00
934	5	577	16590	7	B	10	1001	ASTORIA	$0.00
934	5	578	16590	7	B	10	1002	ASTORIA	$0.00
934	5	579	16590	7	B	10	1003	ASTORIA	$0.00
934	5	580	16590	7	B	10	1004	ASTORIA	$0.00
934	5	581	16590	7	B	10	1005	ASTORIA	$0.00
934	5	582	16590	7	B	10	1006	ASTORIA	$0.00
934	5	583	16590	7	B	10	1007	ASTORIA	$0.00
934	5	584	16590	7	B	10	1008	ASTORIA	$0.00
934	5	585	16590	7	B	10	1009	ASTORIA	$0.00
934	5	586	16590	7	B	10	1010	ASTORIA	$0.00
934	5	587	16590	7	B	10	1011	ASTORIA	$0.00
934	5	588	16590	7	B	10	1012	ASTORIA	$0.00
934	5	589	16590	7	B	10	1013	ASTORIA	$0.00
934	5	590	16590	7	B	11	1101	ASTORIA	$0.00
934	5	591	16590	7	B	11	1102	ASTORIA	$0.00
934	5	592	16590	7	B	11	1103	ASTORIA	$0.00
934	5	593	16590	7	B	11	1104	ASTORIA	$0.00
934	5	594	16590	7	B	11	1105	ASTORIA	$0.00
934	5	595	16590	7	B	11	1106	ASTORIA	$0.00
934	5	596	16590	7	B	11	1107	ASTORIA	$0.00
934	5	597	16590	7	B	11	1108	ASTORIA	$0.00
934	5	598	16590	7	B	11	1109	ASTORIA	$0.00

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934	5	599	16590	7	B	11	1110	ASTORIA	$0.00
934	5	600	16590	7	B	11	1111	ASTORIA	$0.00
934	5	601	16590	7	B	11	1112	ASTORIA	$0.00
934	5	602	16590	7	B	11	1113	ASTORIA	$0.00
934	5	603	16590	7	B	12	1201	ASTORIA	$0.00
934	5	604	16590	7	B	12	1202	ASTORIA	$0.00
934	5	605	16590	7	B	12	1203	ASTORIA	$0.00
934	5	606	16590	7	B	12	1204	ASTORIA	$0.00
934	5	607	16590	7	B	12	1205	ASTORIA	$0.00
934	5	608	16590	7	B	12	1206	ASTORIA	$0.00
934	5	609	16590	7	B	12	1207	ASTORIA	$0.00
934	5	610	16590	7	B	12	1208	ASTORIA	$0.00
934	5	611	16590	7	B	12	1209	ASTORIA	$0.00
934	5	612	16590	7	B	12	1210	ASTORIA	$0.00
934	5	613	16590	7	B	12	1211	ASTORIA	$0.00
934	5	614	16590	7	B	12	1212	ASTORIA	$0.00
934	5	615	16590	7	B	12	1213	ASTORIA	$0.00
934	5	616	16590	7	B	13	1301	ASTORIA	$0.00
934	5	617	16590	7	B	13	1302	ASTORIA	$0.00
934	5	618	16590	7	B	13	1303	ASTORIA	$0.00
934	5	619	16590	7	B	13	1304	ASTORIA	$0.00
934	5	620	16590	7	B	13	1305	ASTORIA	$0.00
934	5	621	16590	7	B	13	1306	ASTORIA	$0.00
934	5	622	16590	7	B	13	1307	ASTORIA	$0.00
934	5	623	16590	7	B	13	1308	ASTORIA	$0.00
934	5	624	16590	7	B	13	1309	ASTORIA	$0.00
934	5	625	16590	7	B	13	1310	ASTORIA	$0.00
934	5	626	16590	7	B	13	1311	ASTORIA	$0.00
934	5	627	16590	7	B	13	1312	ASTORIA	$0.00
934	5	628	16590	7	B	13	1313	ASTORIA	$0.00
934	5	629	16590	7	B	14	1401	ASTORIA	$0.00
934	5	630	16590	7	B	14	1402	ASTORIA	$0.00
934	5	631	16590	7	B	14	1403	ASTORIA	$0.00
934	5	632	16590	7	B	14	1404	ASTORIA	$0.00

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934	5	633	16590	7	B	14	1405	ASTORIA	$0.00
934	5	634	16590	7	B	14	1406	ASTORIA	$0.00
934	5	635	16590	7	B	14	1407	ASTORIA	$0.00
934	5	636	16590	7	B	15	1501	ASTORIA	$0.00
934	5	637	16590	7	B	15	1502	ASTORIA	$0.00
934	5	638	16590	7	B	15	1503	ASTORIA	$0.00
934	5	639	16590	7	B	15	1504	ASTORIA	$0.00
930	246	1	16590	12	3	1	01-101	BELVEDERE	$1,221.44
930	246	2	16590	12	3	1	02-102	BELVEDERE	$998.78
930	246	3	16590	12	3	1	03-103	BELVEDERE	$1,221.44
930	246	4	16590	12	3	1	04-104	BELVEDERE	$858.98
930	246	5	16590	12	2	1	05-105	BELVEDERE	$998.78
930	246	6	16590	12	2	1	06-106	BELVEDERE	$1,221.44
930	246	7	16590	12	2	1	07-107	BELVEDERE	$858.98
930	246	8	16590	12	2	1	08-108	BELVEDERE	$998.78
930	246	9	16590	12	1	1	09-109	BELVEDERE	$998.78
930	246	10	16590	12	1	1	10-110	BELVEDERE	$998.78
930	246	11	16590	12	1	1	11-111	BELVEDERE	$858.98
930	246	12	16590	12	1	1	12-112	BELVEDERE	$858.98
930	246	13	16590	12	4	1	13-113	BELVEDERE	$998.78
930	246	14	16590	12	4	1	14-114	BELVEDERE	$998.78
930	246	15	16590	12	5	1	15-115	BELVEDERE	$998.78
930	246	16	16590	12	5	1	16-116	BELVEDERE	$858.98
930	246	17	16590	12	5	1	17-117	BELVEDERE	$1,221.44
930	246	18	16590	12	6	1	18-119	BELVEDERE	$858.98
930	246	19	16590	12	5	1	19-120	BELVEDERE	$1,221.44
930	246	20	16590	12	6	1	20-121	BELVEDERE	$998.78
930	246	21	16590	12	6	1	21-122	BELVEDERE	$1,221.44
930	246	22	16590	12	3	2	22-201	BELVEDERE	$1,221.44
930	246	23	16590	12	3	2	23-202	BELVEDERE	$998.78
930	246	24	16590	12	3	2	24-203	BELVEDERE	$1,221.44
930	246	25	16590	12	3	2	25-204	BELVEDERE	$858.98
930	246	26	16590	12	2	2	26-205	BELVEDERE	$998.78
930	246	27	16590	12	2	2	27-206	BELVEDERE	$1,221.44

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930	246	28	16590	12	2	2	28-207	BELVEDERE	$858.98
930	246	29	16590	12	2	2	29-208	BELVEDERE	$998.78
930	246	30	16590	12	1	2	30-209	BELVEDERE	$998.78
930	246	31	16590	12	1	2	31-210	BELVEDERE	$998.78
930	246	32	16590	12	1	2	32-211	BELVEDERE	$998.78
930	246	33	16590	12	1	2	33-212	BELVEDERE	$998.78
930	246	34	16590	12	4	2	34-213	BELVEDERE	$998.78
930	246	35	16590	12	4	2	35-214	BELVEDERE	$998.78
930	246	36	16590	12	5	2	36-215	BELVEDERE	$998.78
930	246	37	16590	12	5	2	37-216	BELVEDERE	$858.98
930	246	38	16590	12	5	2	38-217	BELVEDERE	$1,221.44
930	246	39	16590	12	5	2	39-218	BELVEDERE	$998.78
930	246	40	16590	12	6	2	40-219	BELVEDERE	$858.98
930	246	41	16590	12	6	2	41-220	BELVEDERE	$1,444.06
930	246	42	16590	12	6	2	42-221	BELVEDERE	$998.78
930	246	43	16590	12	6	2	43-222	BELVEDERE	$1,221.44
930	246	44	16590	12	3	3	44-301	BELVEDERE	$1,221.44
930	246	45	16590	12	3	3	45-302	BELVEDERE	$998.78
930	246	46	16590	12	3	3	46-303	BELVEDERE	$1,221.44
930	246	47	16590	12	3	3	47-304	BELVEDERE	$858.98
930	246	48	16590	12	2	3	48-305	BELVEDERE	$998.78
930	246	49	16590	12	2	3	49-306	BELVEDERE	$1,221.44
930	246	50	16590	12	2	3	50-307	BELVEDERE	$858.98
930	246	51	16590	12	2	3	51-308	BELVEDERE	$998.78
930	246	52	16590	12	1	3	52-309	BELVEDERE	$998.78
930	246	53	16590	12	1	3	53-310	BELVEDERE	$998.78
930	246	54	16590	12	1	3	54-311	BELVEDERE	$998.78
930	246	55	16590	12	1	3	55-312	BELVEDERE	$998.78
930	246	56	16590	12	4	3	56-313	BELVEDERE	$998.78
930	246	57	16590	12	4	3	57-314	BELVEDERE	$998.78
930	246	58	16590	12	5	3	58-315	BELVEDERE	$998.78
930	246	59	16590	12	5	3	59-316	BELVEDERE	$858.98
930	246	60	16590	12	5	3	60-317	BELVEDERE	$1,221.44
930	246	61	16590	12	5	3	61-318	BELVEDERE	$998.78

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930	246	62	16590	12	6	3	62-319	BELVEDERE	$858.98
930	246	63	16590	12	6	3	63-320	BELVEDERE	$1,444.06
930	246	64	16590	12	6	3	64-321	BELVEDERE	$998.78
930	246	65	16590	12	6	3	65-322	BELVEDERE	$1,221.44
930	246	66	16590	12	3	4	66-401	BELVEDERE	$1,221.44
930	246	67	16590	12	3	4	67-402	BELVEDERE	$998.78
930	246	68	16590	12	3	4	68-403	BELVEDERE	$1,221.44
930	246	69	16590	12	3	4	69-404	BELVEDERE	$858.98
930	246	70	16590	12	2	4	70-405	BELVEDERE	$998.78
930	246	71	16590	12	2	4	71-406	BELVEDERE	$1,221.44
930	246	72	16590	12	2	4	72-407	BELVEDERE	$858.98
930	246	73	16590	12	2	4	73-408	BELVEDERE	$998.78
930	246	74	16590	12	1	4	74-409	BELVEDERE	$998.78
930	246	75	16590	12	1	4	75-410	BELVEDERE	$998.78
930	246	76	16590	12	1	4	76-411	BELVEDERE	$998.78
930	246	77	16590	12	1	4	77-412	BELVEDERE	$998.78
930	246	78	16590	12	4	4	78-413	BELVEDERE	$998.78
930	246	79	16590	12	4	4	79-414	BELVEDERE	$998.78
930	246	80	16590	12	5	4	80-415	BELVEDERE	$998.78
930	246	81	16590	12	5	4	81-416	BELVEDERE	$858.98
930	246	82	16590	12	5	4	82-417	BELVEDERE	$1,221.44
930	246	83	16590	12	5	4	83-418	BELVEDERE	$998.78
930	246	84	16590	12	6	4	84-419	BELVEDERE	$858.98
930	246	85	16590	12	6	4	85-420	BELVEDERE	$1,221.44
930	246	86	16590	12	6	4	86-421	BELVEDERE	$998.78
930	246	87	16590	12	6	4	87-422	BELVEDERE	$1,221.44
930	241	4	16590	15	2	1	01-101	LENNOX	$1,444.06
930	241	5	16590	15	2	1	02-102	LENNOX	$1,444.06
930	241	6	16590	15	2	1	03-103	LENNOX	$1,444.06
930	241	7	16590	15	2	1	04-104	LENNOX	$1,221.44
930	241	8	16590	15	2	1	05-105	LENNOX	$1,444.06
930	241	9	16590	15	3	1	06-106	LENNOX	$1,444.06
930	241	10	16590	15	3	1	07-107	LENNOX	$1,444.06
930	241	11	16590	15	3	1	08-108	LENNOX	$1,444.06

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930	241	12	16590	15	3	1	09-109	LENNOX	$1,221.44
930	241	13	16590	15	4	1	10-110	LENNOX	$1,221.44
930	241	14	16590	15	4	1	11-111	LENNOX	$1,444.06
930	241	15	16590	15	4	1	12-112	LENNOX	$1,444.06
930	241	16	16590	15	4	1	13-113	LENNOX	$998.78
930	241	17	16590	15	1	1	14-114	LENNOX	$998.78
930	241	18	16590	15	1	1	15-115	LENNOX	$1,221.44
930	241	19	16590	15	1	1	16-116	LENNOX	$1,444.06
930	241	20	16590	15	1	1	17-117	LENNOX	$1,444.06
930	241	21	16590	15	1	1	18-118	LENNOX	$1,444.06
930	241	22	16590	15	2	2	19-201	LENNOX	$1,444.06
930	241	23	16590	15	2	2	20-202	LENNOX	$1,444.06
930	241	24	16590	15	2	2	21-203	LENNOX	$1,444.06
930	241	25	16590	15	2	2	22-204	LENNOX	$1,221.44
930	241	26	16590	15	2	2	23-205	LENNOX	$1,221.44
930	241	27	16590	15	3	2	24-206	LENNOX	$1,221.44
930	241	28	16590	15	3	2	25-207	LENNOX	$1,444.06
930	241	29	16590	15	3	2	26-208	LENNOX	$1,444.06
930	241	30	16590	15	3	2	27-209	LENNOX	$1,221.44
930	241	31	16590	15	4	2	28-210	LENNOX	$1,221.44
930	241	32	16590	15	4	2	29-211	LENNOX	$1,444.06
930	241	33	16590	15	4	2	30-212	LENNOX	$1,444.06
930	241	34	16590	15	4	2	31-213	LENNOX	$1,444.06
930	241	35	16590	15	1	2	32-214	LENNOX	$1,444.06
930	241	36	16590	15	1	2	33-215	LENNOX	$1,221.44
930	241	37	16590	15	1	2	34-216	LENNOX	$1,444.06
930	241	38	16590	15	1	2	35-217	LENNOX	$1,444.06
930	241	39	16590	15	1	2	36-218	LENNOX	$1,444.06
930	241	40	16590	15	2	3	37-301	LENNOX	$1,444.06
930	241	41	16590	15	2	3	38-302	LENNOX	$1,444.06
930	241	42	16590	15	2	3	39-303	LENNOX	$1,444.06
930	241	43	16590	15	2	3	40-304	LENNOX	$1,221.44
930	241	44	16590	15	2	3	41-305	LENNOX	$1,221.44
930	241	45	16590	15	3	3	42-306	LENNOX	$1,221.44

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930	241	46	16590	15	3	3	43-307	LENNOX	$1,444.06
930	241	47	16590	15	3	3	44-308	LENNOX	$1,444.06
930	241	48	16590	15	3	3	45-309	LENNOX	$1,221.44
930	241	49	16590	15	4	3	46-310	LENNOX	$1,221.44
930	241	50	16590	15	4	3	47-311	LENNOX	$1,444.06
930	241	51	16590	15	4	3	48-312	LENNOX	$1,444.06
930	241	52	16590	15	4	3	49-313	LENNOX	$1,444.06
930	241	53	16590	15	1	3	50-314	LENNOX	$1,444.06
930	241	54	16590	15	1	3	51-315	LENNOX	$1,221.44
930	241	55	16590	15	1	3	52-316	LENNOX	$1,444.06
930	241	56	16590	15	1	3	53-317	LENNOX	$1,444.06
930	241	57	16590	15	1	3	54-318	LENNOX	$1,444.06
930	241	58	16590	15	2	4	55-401	LENNOX	$1,444.06
930	241	59	16590	15	2	4	56-402	LENNOX	$1,444.06
930	241	60	16590	15	2	4	57-403	LENNOX	$1,444.06
930	241	61	16590	15	2	4	58-404	LENNOX	$1,221.44
930	241	62	16590	15	2	4	59-405	LENNOX	$1,221.44
930	241	63	16590	15	3	4	60-406	LENNOX	$1,221.44
930	241	64	16590	15	3	4	61-407	LENNOX	$1,444.06
930	241	65	16590	15	3	4	62-408	LENNOX	$1,444.06
930	241	66	16590	15	3	4	63-409	LENNOX	$1,221.44
930	241	67	16590	15	4	4	64-410	LENNOX	$1,221.44
930	241	68	16590	15	4	4	65-411	LENNOX	$1,444.06
930	241	69	16590	15	4	4	66-412	LENNOX	$1,444.06
930	241	70	16590	15	4	4	67-413	LENNOX	$1,444.06
930	241	71	16590	15	1	4	68-414	LENNOX	$1,444.06
930	241	72	16590	15	1	4	69-415	LENNOX	$1,221.44
930	241	73	16590	15	1	4	70-416	LENNOX	$1,444.06
930	241	74	16590	15	1	4	71-417	LENNOX	$1,444.06
930	241	75	16590	15	1	4	72-418	LENNOX	$1,444.06
445	91	51	16590	1	W	1	1	RENWICK	$0.00
445	91	51	16590	1	W	1	2	RENWICK	$0.00
445	91	51	16590	1	W	1	3	RENWICK	$0.00
445	91	51	16590	1	W	1	4	RENWICK	$0.00

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445	91	51	16590	1	W	1	5	RENWICK	$0.00
445	91	51	16590	1	W	1	6	RENWICK	$0.00
445	91	51	16590	1	W	1	7	RENWICK	$0.00
445	91	51	16590	1	W	1	8	RENWICK	$0.00
445	91	51	16590	1	W	1	9	RENWICK	$0.00
445	91	51	16590	1	W	1	10	RENWICK	$0.00
445	91	51	16590	1	W	1	11	RENWICK	$0.00
445	91	51	16590	1	W	1	12	RENWICK	$0.00
445	91	51	16590	1	W	2	13	RENWICK	$0.00
445	91	51	16590	1	W	2	14	RENWICK	$0.00
445	91	51	16590	1	W	2	15	RENWICK	$0.00
445	91	51	16590	1	W	2	16	RENWICK	$0.00
445	91	51	16590	1	W	2	17	RENWICK	$0.00
445	91	51	16590	1	W	2	18	RENWICK	$0.00
445	91	51	16590	1	W	2	19	RENWICK	$0.00
445	91	51	16590	1	W	2	20	RENWICK	$0.00
445	91	51	16590	1	W	2	21	RENWICK	$0.00
445	91	51	16590	1	W	2	22	RENWICK	$0.00
445	91	51	16590	1	W	2	23	RENWICK	$0.00
445	91	51	16590	1	W	3	24	RENWICK	$0.00
445	91	51	16590	1	W	3	25	RENWICK	$0.00
445	91	51	16590	1	W	3	26	RENWICK	$0.00
445	91	51	16590	1	W	3	27	RENWICK	$0.00
445	91	51	16590	1	W	3	28	RENWICK	$0.00
445	91	51	16590	1	W	3	29	RENWICK	$0.00
445	91	51	16590	1	W	3	30	RENWICK	$0.00
445	91	51	16590	1	W	3	31	RENWICK	$0.00
445	91	51	16590	1	W	3	32	RENWICK	$0.00
445	91	51	16590	1	W	3	33	RENWICK	$0.00
445	91	51	16590	1	W	3	34	RENWICK	$0.00
445	91	51	16590	1	W	3	35	RENWICK	$0.00
445	91	51	16590	1	W	3	36	RENWICK	$0.00
445	91	51	16590	1	W	3	37	RENWICK	$0.00
445	91	51	16590	1	W	3	38	RENWICK	$0.00

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445	91	51	16590	1	W	3	39	RENWICK	$0.00
445	91	51	16590	1	W	3	40	RENWICK	$0.00
445	91	51	16590	1	W	3	41	RENWICK	$0.00
445	91	51	16590	1	W	3	42	RENWICK	$0.00
445	91	51	16590	1	W	3	43	RENWICK	$0.00
445	91	51	16590	1	W	3	44	RENWICK	$0.00
445	91	51	16590	1	W	3	45	RENWICK	$0.00
445	91	51	16590	1	W	3	46	RENWICK	$0.00
445	91	51	16590	1	W	4	47	RENWICK	$0.00
445	91	51	16590	1	W	4	48	RENWICK	$0.00
445	91	51	16590	1	W	4	49	RENWICK	$0.00
445	91	51	16590	1	W	4	50	RENWICK	$0.00
445	91	51	16590	1	W	4	51	RENWICK	$0.00
445	91	51	16590	1	W	4	52	RENWICK	$0.00
445	91	51	16590	1	W	4	53	RENWICK	$0.00
445	91	51	16590	1	W	4	54	RENWICK	$0.00
445	91	51	16590	1	W	4	55	RENWICK	$0.00
445	91	51	16590	1	W	4	56	RENWICK	$0.00
445	91	51	16590	1	W	4	57	RENWICK	$0.00
445	91	51	16590	1	W	4	58	RENWICK	$0.00
445	91	51	16590	1	W	4	59	RENWICK	$0.00
445	91	51	16590	1	W	4	60	RENWICK	$0.00
445	91	51	16590	1	W	4	61	RENWICK	$0.00
445	91	51	16590	1	W	4	62	RENWICK	$0.00
445	91	51	16590	1	W	4	63	RENWICK	$0.00
445	91	51	16590	1	W	4	64	RENWICK	$0.00
445	91	51	16590	1	W	4	65	RENWICK	$0.00
445	91	51	16590	1	W	4	66	RENWICK	$0.00
445	91	51	16590	1	W	4	67	RENWICK	$0.00
445	91	51	16590	1	W	4	68	RENWICK	$0.00
445	91	51	16590	1	W	4	69	RENWICK	$0.00
445	91	51	16590	1	E	1	70	RENWICK	$0.00
445	91	51	16590	1	E	1	71	RENWICK	$0.00
445	91	51	16590	1	E	1	72	RENWICK	$0.00

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445	91	51	16590	1	E	1	73	RENWICK	$0.00
445	91	51	16590	1	E	1	74	RENWICK	$0.00
445	91	51	16590	1	E	1	75	RENWICK	$0.00
445	91	51	16590	1	E	1	76	RENWICK	$0.00
445	91	51	16590	1	E	1	77	RENWICK	$0.00
445	91	51	16590	1	E	1	78	RENWICK	$0.00
445	91	51	16590	1	E	1	79	RENWICK	$0.00
445	91	51	16590	1	E	1	80	RENWICK	$0.00
445	91	51	16590	1	E	1	81	RENWICK	$0.00
445	91	51	16590	1	E	2	82	RENWICK	$0.00
445	91	51	16590	1	E	2	83	RENWICK	$0.00
445	91	51	16590	1	E	2	84	RENWICK	$0.00
445	91	51	16590	1	E	2	85	RENWICK	$0.00
445	91	51	16590	1	E	2	86	RENWICK	$0.00
445	91	51	16590	1	E	2	87	RENWICK	$0.00
445	91	51	16590	1	E	2	88	RENWICK	$0.00
445	91	51	16590	1	E	2	89	RENWICK	$0.00
445	91	51	16590	1	E	2	90	RENWICK	$0.00
445	91	51	16590	1	E	2	91	RENWICK	$0.00
445	91	51	16590	1	E	2	92	RENWICK	$0.00
445	91	51	16590	1	E	2	93	RENWICK	$0.00
445	91	51	16590	1	E	2	94	RENWICK	$0.00
445	91	51	16590	1	E	2	95	RENWICK	$0.00
445	91	51	16590	1	E	2	96	RENWICK	$0.00
445	91	51	16590	1	E	2	97	RENWICK	$0.00
445	91	51	16590	1	E	2	98	RENWICK	$0.00
445	91	51	16590	1	E	2	99	RENWICK	$0.00
445	91	51	16590	1	E	2	100	RENWICK	$0.00
445	91	51	16590	1	E	2	101	RENWICK	$0.00
445	91	51	16590	1	E	2	102	RENWICK	$0.00
445	91	51	16590	1	E	2	103	RENWICK	$0.00
445	91	51	16590	1	E	2	104	RENWICK	$0.00
445	91	51	16590	1	E	2	105	RENWICK	$0.00
445	91	51	16590	1	E	2	106	RENWICK	$0.00

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445	91	51	16590	1	E	3	107	RENWICK	$0.00
445	91	51	16590	1	E	3	108	RENWICK	$0.00
445	91	51	16590	1	E	3	109	RENWICK	$0.00
445	91	51	16590	1	E	3	110	RENWICK	$0.00
445	91	51	16590	1	E	3	111	RENWICK	$0.00
445	91	51	16590	1	E	3	112	RENWICK	$0.00
445	91	51	16590	1	E	3	113	RENWICK	$0.00
445	91	51	16590	1	E	3	114	RENWICK	$0.00
445	91	51	16590	1	E	3	115	RENWICK	$0.00
445	91	51	16590	1	E	3	116	RENWICK	$0.00
445	91	51	16590	1	E	3	117	RENWICK	$0.00
445	91	51	16590	1	E	3	118	RENWICK	$0.00
445	91	51	16590	1	E	3	119	RENWICK	$0.00
445	91	51	16590	1	E	3	120	RENWICK	$0.00
445	91	51	16590	1	E	3	121	RENWICK	$0.00
445	91	51	16590	1	E	3	122	RENWICK	$0.00
445	91	51	16590	1	E	3	123	RENWICK	$0.00
445	91	51	16590	1	E	3	124	RENWICK	$0.00
445	91	51	16590	1	E	3	125	RENWICK	$0.00
445	91	51	16590	1	E	3	126	RENWICK	$0.00
445	91	51	16590	1	E	3	127	RENWICK	$0.00
445	91	51	16590	1	E	3	128	RENWICK	$0.00
445	91	51	16590	1	E	3	129	RENWICK	$0.00
445	91	51	16590	1	E	3	130	RENWICK	$0.00
445	91	51	16590	1	E	3	131	RENWICK	$0.00
445	91	51	16590	1	E	3	132	RENWICK	$0.00
445	91	51	16590	1	E	3	133	RENWICK	$0.00
445	91	51	16590	1	E	3	134	RENWICK	$0.00
445	91	51	16590	1	E	3	135	RENWICK	$0.00
445	91	51	16590	1	E	3	136	RENWICK	$0.00
445	91	51	16590	1	E	3	137	RENWICK	$0.00
445	91	51	16590	1	E	3	138	RENWICK	$0.00
445	91	51	16590	1	E	3	139	RENWICK	$0.00
445	91	51	16590	1	E	3	140	RENWICK	$0.00

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445	91	51	16590	1	E	3	141	RENWICK	$0.00
445	91	51	16590	1	E	3	142	RENWICK	$0.00
445	91	51	16590	1	E	3	143	RENWICK	$0.00
445	91	51	16590	1	E	4	144	RENWICK	$0.00
445	91	51	16590	1	E	4	145	RENWICK	$0.00
445	91	51	16590	1	E	4	146	RENWICK	$0.00
445	91	51	16590	1	E	4	147	RENWICK	$0.00
445	91	51	16590	1	E	4	148	RENWICK	$0.00
445	91	51	16590	1	E	4	149	RENWICK	$0.00
445	91	51	16590	1	E	4	150	RENWICK	$0.00
445	91	51	16590	1	E	4	151	RENWICK	$0.00
445	91	51	16590	1	E	4	152	RENWICK	$0.00
445	91	51	16590	1	E	4	153	RENWICK	$0.00
445	91	51	16590	1	E	4	154	RENWICK	$0.00
445	91	51	16590	1	E	4	155	RENWICK	$0.00
445	91	51	16590	1	E	4	156	RENWICK	$0.00
445	91	51	16590	1	E	4	157	RENWICK	$0.00
445	91	51	16590	1	E	4	158	RENWICK	$0.00
445	91	51	16590	1	E	4	159	RENWICK	$0.00
445	91	51	16590	1	E	4	160	RENWICK	$0.00
445	91	51	16590	1	E	4	161	RENWICK	$0.00
445	91	51	16590	1	E	4	162	RENWICK	$0.00
445	91	51	16590	1	E	4	163	RENWICK	$0.00
445	91	51	16590	1	E	4	164	RENWICK	$0.00
445	91	51	16590	1	E	4	165	RENWICK	$0.00
445	91	51	16590	1	E	4	166	RENWICK	$0.00
445	91	51	16590	1	E	4	167	RENWICK	$0.00
445	91	51	16590	1	E	4	168	RENWICK	$0.00
445	91	51	16590	1	E	4	169	RENWICK	$0.00
445	91	51	16590	1	E	4	170	RENWICK	$0.00
445	91	51	16590	1	E	4	171	RENWICK	$0.00
445	91	51	16590	1	E	4	172	RENWICK	$0.00
445	91	51	16590	1	E	4	173	RENWICK	$0.00
445	91	51	16590	1	E	4	174	RENWICK	$0.00

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445	91	51	16590	1	E	4	175	RENWICK	$0.00
445	91	51	16590	1	E	4	176	RENWICK	$0.00
445	91	51	16590	1	E	4	177	RENWICK	$0.00
445	91	51	16590	1	E	4	178	RENWICK	$0.00
445	91	51	16590	1	E	4	179	RENWICK	$0.00
445	91	51	16590	1	E	5	180	RENWICK	$0.00
445	91	51	16590	1	E	5	181	RENWICK	$0.00
445	91	51	16590	1	E	5	182	RENWICK	$0.00
445	91	51	16590	1	E	5	183	RENWICK	$0.00
445	91	51	16590	1	E	5	184	RENWICK	$0.00
445	91	51	16590	1	E	5	185	RENWICK	$0.00
445	91	51	16590	1	E	5	186	RENWICK	$0.00
445	91	51	16590	1	E	5	187	RENWICK	$0.00
445	91	51	16590	1	E	5	188	RENWICK	$0.00
445	91	51	16590	1	E	5	189	RENWICK	$0.00
445	91	51	16590	1	E	5	190	RENWICK	$0.00
445	91	51	16590	1	E	5	191	RENWICK	$0.00
445	91	51	16590	1	E	5	192	RENWICK	$0.00
445	91	51	16590	1	E	5	193	RENWICK	$0.00
445	91	51	16590	1	E	5	194	RENWICK	$0.00
445	91	51	16590	1	E	5	195	RENWICK	$0.00
445	91	51	16590	1	E	5	196	RENWICK	$0.00
445	91	51	16590	1	E	5	197	RENWICK	$0.00
445	91	51	16590	1	E	5	198	RENWICK	$0.00
445	91	51	16590	1	E	5	199	RENWICK	$0.00
445	91	51	16590	1	E	5	200	RENWICK	$0.00
445	91	51	16590	1	E	5	201	RENWICK	$0.00
445	91	51	16590	1	E	5	202	RENWICK	$0.00
445	91	51	16590	1	E	5	203	RENWICK	$0.00
445	91	51	16590	1	E	5	204	RENWICK	$0.00
445	91	51	16590	1	E	5	205	RENWICK	$0.00
445	91	51	16590	1	E	5	206	RENWICK	$0.00
445	91	51	16590	1	E	5	207	RENWICK	$0.00
445	91	51	16590	1	E	5	208	RENWICK	$0.00

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445	91	51	16590	1	E	5	209	RENWICK	$0.00
445	91	51	16590	1	E	5	210	RENWICK	$0.00
445	91	51	16590	1	E	5	211	RENWICK	$0.00
445	91	51	16590	2	NA	NA	NA	RENWICK	$0.00
445	91	52	16590	2	NA	NA	NA	RENWICK	$0.00
445	91	51	16590	3	NA	NA	NA	NA	$0.00
445	91	32	16590	8	NA	NA	NA	NA	$0.00
445	91	47	16590	B	NA	NA	NA	NA	$0.00
445	91	48	16590	C	NA	NA	NA	NA	$0.00
445	231	36	16590	D	NA	NA	NA	NA	$0.00
445	231	34	16590	E	NA	NA	NA	NA	$0.00
930	248	79	16989	2	NA	NA	1	Maxfield	$1,221.44
930	248	80	16989	2	NA	NA	2	Maxfield	$1,221.44
930	248	81	16989	2	NA	NA	3	Maxfield	$858.98
930	248	82	16989	2	NA	NA	4	Maxfield	$1,221.44
930	248	83	16989	2	NA	NA	5	Maxfield	$1,221.44
930	248	84	16989	2	NA	NA	6	Maxfield	$858.98
930	248	85	16989	2	NA	NA	7	Maxfield	$858.98
930	248	86	16989	2	NA	NA	8	Maxfield	$1,221.44
930	248	87	16989	2	NA	NA	9	Maxfield	$1,221.44
930	248	88	16989	3	NA	NA	10	Maxfield	$1,221.44
930	248	89	16989	3	NA	NA	11	Maxfield	$1,221.44
930	248	90	16989	3	NA	NA	12	Maxfield	$858.98
930	248	91	16989	3	NA	NA	13	Maxfield	$858.98
930	248	92	16989	3	NA	NA	14	Maxfield	$1,221.44
930	248	93	16989	3	NA	NA	15	Maxfield	$1,221.44
930	248	94	16989	3	NA	NA	16	Maxfield	$858.98
930	248	95	16989	3	NA	NA	17	Maxfield	$1,221.44
930	248	96	16989	3	NA	NA	18	Maxfield	$1,221.44
930	248	97	16989	3	NA	NA	19	Maxfield	$1,221.44
930	248	98	16989	3	NA	NA	20	Maxfield	$1,221.44
930	248	99	16989	3	NA	NA	21	Maxfield	$858.98
930	249	0	16989	3	NA	NA	22	Maxfield	$1,221.44
930	249	1	16989	3	NA	NA	23	Maxfield	$1,221.44

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930	249	2	16989	3	NA	NA	24	Maxfield	$858.98
930	249	3	16989	3	NA	NA	25	Maxfield	$858.98
930	249	4	16989	3	NA	NA	26	Maxfield	$1,221.44
930	249	5	16989	3	NA	NA	27	Maxfield	$1,221.44
930	248	61	16989	4	NA	NA	28	Maxfield	$1,221.44
930	248	62	16989	4	NA	NA	29	Maxfield	$1,221.44
930	248	63	16989	4	NA	NA	30	Maxfield	$858.98
930	248	64	16989	4	NA	NA	31	Maxfield	$858.98
930	248	65	16989	4	NA	NA	32	Maxfield	$1,221.44
930	248	66	16989	4	NA	NA	33	Maxfield	$1,221.44
930	248	67	16989	4	NA	NA	34	Maxfield	$858.98
930	248	68	16989	4	NA	NA	35	Maxfield	$1,221.44
930	248	69	16989	4	NA	NA	36	Maxfield	$1,221.44
930	248	70	16989	4	NA	NA	37	Maxfield	$1,221.44
930	248	71	16989	4	NA	NA	38	Maxfield	$1,221.44
930	248	72	16989	4	NA	NA	39	Maxfield	$858.98
930	248	73	16989	4	NA	NA	40	Maxfield	$1,221.44
930	248	74	16989	4	NA	NA	41	Maxfield	$1,221.44
930	248	75	16989	4	NA	NA	42	Maxfield	$858.98
930	248	76	16989	4	NA	NA	43	Maxfield	$858.98
930	248	77	16989	4	NA	NA	44	Maxfield	$1,221.44
930	248	78	16989	4	NA	NA	45	Maxfield	$1,221.44
930	242	20	16989	5	NA	NA	46	Maxfield	$998.78
930	242	21	16989	5	NA	NA	47	Maxfield	$1,221.44
930	242	22	16989	5	NA	NA	48	Maxfield	$684.72
930	242	23	16989	5	NA	NA	49	Maxfield	$684.72
930	242	24	16989	5	NA	NA	50	Maxfield	$1,221.44
930	242	25	16989	5	NA	NA	51	Maxfield	$998.78
930	242	26	16989	5	NA	NA	52	Maxfield	$684.72
930	242	27	16989	5	NA	NA	53	Maxfield	$1,221.44
930	242	28	16989	5	NA	NA	54	Maxfield	$998.78
930	242	43	16989	6	NA	NA	55	Maxfield	$998.78
930	242	44	16989	6	NA	NA	56	Maxfield	$1,221.44
930	242	45	16989	6	NA	NA	57	Maxfield	$684.72

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930	242	46	16989	6	NA	NA	58	Maxfield	$998.78
930	242	47	16989	6	NA	NA	59	Maxfield	$1,221.44
930	242	48	16989	6	NA	NA	60	Maxfield	$684.72
930	242	49	16989	6	NA	NA	61	Maxfield	$684.72
930	242	50	16989	6	NA	NA	62	Maxfield	$1,221.44
930	242	51	16989	6	NA	NA	63	Maxfield	$998.78
930	243	28	16989	7	NA	NA	64	Maxfield	$998.78
930	243	29	16989	7	NA	NA	65	Maxfield	$1,221.44
930	243	30	16989	7	NA	NA	66	Maxfield	$684.72
930	243	31	16989	7	NA	NA	67	Maxfield	$684.72
930	243	32	16989	7	NA	NA	68	Maxfield	$1,221.44
930	243	33	16989	7	NA	NA	69	Maxfield	$998.78
930	243	34	16989	7	NA	NA	70	Maxfield	$684.72
930	243	35	16989	7	NA	NA	71	Maxfield	$1,221.44
930	243	36	16989	7	NA	NA	72	Maxfield	$998.78
930	243	1	16989	8	NA	NA	73	Maxfield	$998.78
930	243	2	16989	8	NA	NA	74	Maxfield	$1,221.44
930	243	3	16989	8	NA	NA	75	Maxfield	$684.72
930	243	4	16989	8	NA	NA	76	Maxfield	$998.78
930	243	5	16989	8	NA	NA	77	Maxfield	$1,221.44
930	243	6	16989	8	NA	NA	78	Maxfield	$684.72
930	243	7	16989	8	NA	NA	79	Maxfield	$684.72
930	243	8	16989	8	NA	NA	80	Maxfield	$1,221.44
930	243	9	16989	8	NA	NA	81	Maxfield	$998.78
930	243	53	16989	9	10	NA	82	Maxfield	$1,221.44
930	243	54	16989	9	10	NA	83	Maxfield	$1,221.44
930	243	55	16989	9	10	NA	84	Maxfield	$858.98
930	243	56	16989	9	10	NA	85	Maxfield	$858.98
930	243	57	16989	9	10	NA	86	Maxfield	$1,221.44
930	243	58	16989	9	10	NA	87	Maxfield	$1,221.44
930	243	59	16989	9	10	NA	88	Maxfield	$858.98
930	243	60	16989	9	10	NA	89	Maxfield	$1,221.44
930	243	61	16989	9	10	NA	90	Maxfield	$1,221.44
930	243	62	16989	9	11	NA	91	Maxfield	$1,221.44

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930	243	63	16989	9	11	NA	92	Maxfield	$1,221.44
930	243	64	16989	9	11	NA	93	Maxfield	$858.98
930	243	65	16989	9	11	NA	94	Maxfield	$1,221.44
930	243	66	16989	9	11	NA	95	Maxfield	$1,221.44
930	243	67	16989	9	11	NA	96	Maxfield	$858.98
930	243	68	16989	9	11	NA	97	Maxfield	$858.98
930	243	69	16989	9	11	NA	98	Maxfield	$1,221.44
930	243	70	16989	9	11	NA	99	Maxfield	$1,221.44
930	243	71	16989	10	12	NA	100	Maxfield	$1,221.44
930	243	72	16989	10	12	NA	101	Maxfield	$1,221.44
930	243	73	16989	10	12	NA	102	Maxfield	$858.98
930	243	74	16989	10	12	NA	103	Maxfield	$858.98
930	243	75	16989	10	12	NA	104	Maxfield	$1,221.44
930	243	76	16989	10	12	NA	105	Maxfield	$1,221.44
930	243	77	16989	10	12	NA	106	Maxfield	$858.98
930	243	78	16989	10	12	NA	107	Maxfield	$1,221.44
930	243	79	16989	10	12	NA	108	Maxfield	$1,221.44
930	243	80	16989	10	13	NA	109	Maxfield	$1,221.44
930	243	81	16989	10	13	NA	110	Maxfield	$1,221.44
930	243	82	16989	10	13	NA	111	Maxfield	$858.98
930	243	83	16989	10	13	NA	112	Maxfield	$1,221.44
930	243	84	16989	10	13	NA	113	Maxfield	$1,221.44
930	243	85	16989	10	13	NA	114	Maxfield	$858.98
930	243	86	16989	10	13	NA	115	Maxfield	$858.98
930	243	87	16989	10	13	NA	116	Maxfield	$1,221.44
930	243	88	16989	10	13	NA	117	Maxfield	$1,221.44
930	242	29	16989	30	NA	NA	1	Granville	$998.78
930	242	30	16989	30	NA	NA	2	Granville	$998.78
930	242	31	16989	30	NA	NA	3	Granville	$998.78
930	242	32	16989	30	NA	NA	4	Granville	$998.78
930	242	33	16989	30	NA	NA	5	Granville	$998.78
930	242	76	16989	30	2	NA	6	Granville	$1,221.44
930	242	77	16989	30	2	NA	7	Granville	$1,221.44
930	242	78	16989	30	2	NA	8	Granville	$1,221.44

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930	242	79	16989	30	2	NA	9	Granville	$1,221.44
930	242	80	16989	30	2	NA	10	Granville	$1,221.44
930	242	81	16989	29	3	NA	11	Granville	$1,221.44
930	242	82	16989	29	3	NA	12	Granville	$998.78
930	242	83	16989	29	3	NA	13	Granville	$998.78
930	242	84	16989	29	3	NA	14	Granville	$998.78
930	242	85	16989	29	3	NA	15	Granville	$998.78
930	242	86	16989	29	NA	NA	16	Granville	$998.78
930	242	87	16989	29	NA	NA	17	Granville	$998.78
930	242	88	16989	29	NA	NA	18	Granville	$998.78
930	242	89	16989	29	NA	NA	19	Granville	$998.78
930	242	90	16989	29	NA	NA	20	Granville	$998.78
930	242	91	16989	29	NA	NA	21	Granville	$998.78
930	242	92	16989	29	NA	NA	22	Granville	$1,221.44
930	242	69	16989	33	5	NA	23	Granville	$1,221.44
930	242	70	16989	33	5	NA	24	Granville	$998.78
930	242	71	16989	33	5	NA	25	Granville	$998.78
930	242	72	16989	33	5	NA	26	Granville	$998.78
930	242	73	16989	33	5	NA	27	Granville	$998.78
930	242	74	16989	33	5	NA	28	Granville	$998.78
930	242	75	16989	33	5	NA	29	Granville	$998.78
930	242	58	16989	34	NA	NA	30	Granville	$998.78
930	242	59	16989	34	NA	NA	31	Granville	$998.78
930	242	60	16989	34	NA	NA	32	Granville	$858.98
930	242	61	16989	34	NA	NA	33	Granville	$858.98
930	242	34	16989	31	NA	NA	34	Granville	$998.78
930	242	35	16989	31	NA	NA	35	Granville	$998.78
930	242	36	16989	31	NA	NA	36	Granville	$858.98
930	242	37	16989	31	NA	NA	37	Granville	$998.78
930	242	62	16989	32	8	NA	38	Granville	$998.78
930	242	63	16989	32	8	NA	39	Granville	$998.78
930	242	64	16989	32	8	NA	40	Granville	$998.78
930	242	65	16989	32	8	NA	41	Granville	$998.78
930	242	66	16989	32	8	NA	42	Granville	$998.78

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930	242	67	16989	32	8	NA	43	Granville	$998.78
930	242	68	16989	32	8	NA	44	Granville	$1,221.44
930	242	38	16989	1	NA	NA	45	Granville	$998.78
930	242	39	16989	1	NA	NA	46	Granville	$998.78
930	242	40	16989	1	NA	NA	47	Granville	$998.78
930	242	41	16989	1	NA	NA	48	Granville	$998.78
930	242	42	16989	1	NA	NA	49	Granville	$998.78
930	242	1	16989	12	NA	NA	50	Granville	$998.78
930	242	2	16989	12	NA	NA	51	Granville	$998.78
930	242	3	16989	12	NA	NA	52	Granville	$998.78
930	242	4	16989	12	NA	NA	53	Granville	$998.78
930	242	5	16989	12	NA	NA	54	Granville	$998.78
930	242	6	16989	11	NA	NA	55	Granville	$998.78
930	242	7	16989	11	NA	NA	56	Granville	$998.78
930	242	8	16989	11	NA	NA	57	Granville	$858.98
930	242	9	16989	11	NA	NA	58	Granville	$998.78
445	231	18	16989	28	NA	NA	59	Granville	$0.00
445	231	18	16989	28	NA	NA	60	Granville	$0.00
445	231	18	16989	28	NA	NA	61	Granville	$0.00
445	231	18	16989	28	NA	NA	62	Granville	$0.00
445	231	17	16989	27	NA	NA	63	Granville	$0.00
445	231	17	16989	27	NA	NA	64	Granville	$0.00
445	231	17	16989	27	NA	NA	65	Granville	$0.00
445	231	17	16989	27	NA	NA	66	Granville	$0.00
445	231	17	16989	27	NA	NA	67	Granville	$0.00
445	231	17	16989	27	NA	NA	68	Granville	$0.00
445	231	17	16989	27	NA	NA	69	Granville	$0.00
445	231	17	16989	27	NA	NA	70	Granville	$0.00
445	231	17	16989	27	NA	NA	71	Granville	$0.00
445	231	17	16989	27	NA	NA	72	Granville	$0.00
445	231	17	16989	27	NA	NA	73	Granville	$0.00
445	231	17	16989	27	NA	NA	74	Granville	$0.00
445	231	17	16989	27	NA	NA	75	Granville	$0.00
445	231	17	16989	27	NA	NA	76	Granville	$0.00

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445	231	17	16989	27	NA	NA	77	Granville	$0.00
445	231	17	16989	27	NA	NA	78	Granville	$0.00
445	231	17	16989	27	NA	NA	79	Granville	$0.00
445	231	17	16989	27	NA	NA	80	Granville	$0.00
445	231	17	16989	27	NA	NA	81	Granville	$0.00
445	231	17	16989	27	NA	NA	82	Granville	$0.00
445	231	16	16989	26	NA	NA	83	Granville	$0.00
445	231	16	16989	26	NA	NA	84	Granville	$0.00
445	231	16	16989	26	NA	NA	85	Granville	$0.00
445	231	16	16989	26	NA	NA	86	Granville	$0.00
445	231	16	16989	26	NA	NA	87	Granville	$0.00
445	231	16	16989	26	NA	NA	88	Granville	$0.00
445	231	16	16989	26	NA	NA	89	Granville	$0.00
445	231	16	16989	26	NA	NA	90	Granville	$0.00
445	231	16	16989	26	NA	NA	91	Granville	$0.00
445	231	16	16989	26	NA	NA	92	Granville	$0.00
445	231	16	16989	26	NA	NA	93	Granville	$0.00
445	231	16	16989	26	NA	NA	94	Granville	$0.00
445	231	15	16989	25	NA	NA	95	Granville	$0.00
445	231	15	16989	25	NA	NA	96	Granville	$0.00
445	231	15	16989	25	NA	NA	97	Granville	$0.00
445	231	15	16989	25	NA	NA	98	Granville	$0.00
445	231	15	16989	25	NA	NA	99	Granville	$0.00
445	231	15	16989	25	NA	NA	100	Granville	$0.00
445	231	15	16989	25	NA	NA	101	Granville	$0.00
445	231	15	16989	25	NA	NA	102	Granville	$0.00
445	231	14	16989	24	NA	NA	103	Granville	$0.00
445	231	14	16989	24	NA	NA	104	Granville	$0.00
445	231	14	16989	24	NA	NA	105	Granville	$0.00
445	231	13	16989	23	NA	NA	106	Granville	$0.00
445	231	13	16989	23	NA	NA	107	Granville	$0.00
445	231	13	16989	23	NA	NA	108	Granville	$0.00
445	231	13	16989	23	NA	NA	109	Granville	$0.00
445	231	13	16989	23	NA	NA	110	Granville	$0.00

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445	231	12	16989	22	NA	NA	111	Granville	$0.00
445	231	12	16989	22	NA	NA	112	Granville	$0.00
445	231	12	16989	22	NA	NA	113	Granville	$0.00
445	231	12	16989	22	NA	NA	114	Granville	$0.00
445	231	12	16989	22	NA	NA	115	Granville	$0.00
445	231	12	16989	22	NA	NA	116	Granville	$0.00
445	231	12	16989	22	NA	NA	117	Granville	$0.00
445	231	12	16989	22	NA	NA	118	Granville	$0.00
445	231	12	16989	22	NA	NA	119	Granville	$0.00
445	231	11	16989	21	NA	NA	120	Granville	$0.00
445	231	11	16989	21	NA	NA	121	Granville	$0.00
445	231	11	16989	21	NA	NA	122	Granville	$0.00
445	231	11	16989	21	NA	NA	123	Granville	$0.00
445	231	11	16989	21	NA	NA	124	Granville	$0.00
445	231	11	16989	21	NA	NA	125	Granville	$0.00
930	242	10	16989	15	NA	NA	1	Chelsea	$1,444.06
930	242	11	16989	15	NA	NA	2	Chelsea	$998.78
930	242	12	16989	15	NA	NA	3	Chelsea	$1,444.06
930	242	13	16989	15	NA	NA	4	Chelsea	$1,444.06
930	242	14	16989	15	NA	NA	5	Chelsea	$1,444.06
930	242	15	16989	15	NA	NA	6	Chelsea	$1,444.06
930	242	16	16989	15	NA	NA	7	Chelsea	$1,444.06
930	242	17	16989	15	NA	NA	8	Chelsea	$1,444.06
930	242	18	16989	15	NA	NA	9	Chelsea	$1,444.06
930	242	19	16989	15	NA	NA	10	Chelsea	$998.78
930	242	52	16989	16	NA	NA	11	Chelsea	$998.78
930	242	53	16989	16	NA	NA	12	Chelsea	$1,444.06
930	242	54	16989	16	NA	NA	13	Chelsea	$1,444.06
930	242	55	16989	16	NA	NA	14	Chelsea	$1,444.06
930	242	56	16989	16	NA	NA	15	Chelsea	$1,444.06
930	242	57	16989	16	NA	NA	16	Chelsea	$998.78
930	243	19	16989	14	NA	NA	17	Chelsea	$998.78
930	243	20	16989	14	NA	NA	18	Chelsea	$1,444.06
930	243	21	16989	14	NA	NA	19	Chelsea	$1,444.06

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Book	Page	Parcel	Tract	Lot	Building	Floor Level	Unit Number	Project Name	Special Tax
930	243	22	16989	14	NA	NA	20	Chelsea	$1,444.06
930	243	23	16989	14	NA	NA	21	Chelsea	$1,444.06
930	243	24	16989	14	NA	NA	22	Chelsea	$1,444.06
930	243	25	16989	14	NA	NA	23	Chelsea	$1,444.06
930	243	26	16989	14	NA	NA	24	Chelsea	$998.78
930	243	27	16989	14	NA	NA	25	Chelsea	$998.78
930	243	10	16989	14	NA	NA	26	Chelsea	$998.78
930	243	11	16989	14	NA	NA	27	Chelsea	$1,444.06
930	243	12	16989	14	NA	NA	28	Chelsea	$1,444.06
930	243	13	16989	14	NA	NA	29	Chelsea	$1,444.06
930	243	14	16989	14	NA	NA	30	Chelsea	$1,444.06
930	243	15	16989	14	NA	NA	31	Chelsea	$1,444.06
930	243	16	16989	14	NA	NA	32	Chelsea	$1,444.06
930	243	17	16989	14	NA	NA	33	Chelsea	$1,444.06
930	243	18	16989	14	NA	NA	34	Chelsea	$998.78
445	231	6	16989	13	5	NA	35	Chelsea	$1,221.44
445	231	6	16989	13	5	NA	36	Chelsea	$1,444.06
445	231	6	16989	13	5	NA	37	Chelsea	$1,444.06
445	231	6	16989	13	5	NA	38	Chelsea	$1,444.06
445	231	6	16989	13	5	NA	39	Chelsea	$1,444.06
445	231	6	16989	13	5	NA	40	Chelsea	$1,221.44
445	231	6	16989	13	NA	NA	41	Chelsea	$1,221.44
445	231	6	16989	13	NA	NA	42	Chelsea	$1,444.06
445	231	6	16989	13	NA	NA	43	Chelsea	$1,444.06
445	231	6	16989	13	NA	NA	44	Chelsea	$1,444.06
445	231	6	16989	13	NA	NA	45	Chelsea	$1,444.06
445	231	6	16989	13	NA	NA	46	Chelsea	$1,444.06
445	231	6	16989	13	NA	NA	47	Chelsea	$1,444.06
445	231	6	16989	13	NA	NA	48	Chelsea	$1,221.44
445	231	6	16989	13	NA	NA	49	Chelsea	$1,444.06
930	247	25	16989	20	NA	NA	50	Chelsea	$1,444.06
930	247	26	16989	20	NA	NA	51	Chelsea	$1,221.44
930	247	27	16989	20	NA	NA	52	Chelsea	$1,444.06
930	247	28	16989	20	NA	NA	53	Chelsea	$1,444.06

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Book	Page	Parcel	Tract	Lot	Building	Floor Level	Unit Number	Project Name	Special Tax
930	247	29	16989	20	NA	NA	54	Chelsea	$1,444.06
930	247	30	16989	20	NA	NA	55	Chelsea	$1,444.06
930	247	31	16989	20	NA	NA	56	Chelsea	$1,444.06
930	247	32	16989	20	NA	NA	57	Chelsea	$1,444.06
930	247	33	16989	20	NA	NA	58	Chelsea	$1,221.44
930	247	19	16989	20	NA	NA	59	Chelsea	$1,221.44
930	247	20	16989	20	NA	NA	60	Chelsea	$1,444.06
930	247	21	16989	20	NA	NA	61	Chelsea	$1,444.06
930	247	22	16989	20	NA	NA	62	Chelsea	$1,444.06
930	247	23	16989	20	NA	NA	63	Chelsea	$1,444.06
930	247	24	16989	20	NA	NA	64	Chelsea	$1,221.44
930	247	1	16989	19	NA	NA	65	Chelsea	$1,221.44
930	247	2	16989	19	NA	NA	66	Chelsea	$1,444.06
930	247	3	16989	19	NA	NA	67	Chelsea	$1,444.06
930	247	4	16989	19	NA	NA	68	Chelsea	$1,444.06
930	247	5	16989	19	NA	NA	69	Chelsea	$1,444.06
930	247	6	16989	19	NA	NA	70	Chelsea	$1,444.06
930	247	7	16989	19	NA	NA	71	Chelsea	$1,444.06
930	247	8	16989	19	NA	NA	72	Chelsea	$1,444.06
930	247	9	16989	19	NA	NA	73	Chelsea	$1,221.44
930	247	10	16989	19	NA	NA	74	Chelsea	$1,221.44
930	247	11	16989	19	NA	NA	75	Chelsea	$1,444.06
930	247	12	16989	19	NA	NA	76	Chelsea	$1,444.06
930	247	13	16989	19	NA	NA	77	Chelsea	$1,444.06
930	247	14	16989	19	NA	NA	78	Chelsea	$1,444.06
930	247	15	16989	19	NA	NA	79	Chelsea	$1,444.06
930	247	16	16989	19	NA	NA	80	Chelsea	$1,444.06
930	247	17	16989	19	NA	NA	81	Chelsea	$1,444.06
930	247	18	16989	19	NA	NA	82	Chelsea	$1,221.44
930	243	37	16989	17	11	NA	83	Chelsea	$1,221.44
930	243	38	16989	17	11	NA	84	Chelsea	$1,444.06
930	243	39	16989	17	11	NA	85	Chelsea	$1,444.06
930	243	40	16989	17	11	NA	86	Chelsea	$1,444.06
930	243	41	16989	17	11	NA	87	Chelsea	$1,444.06

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930	243	42	16989	17	11	NA	88	Chelsea	$1,221.44
930	243	43	16989	18	12	NA	89	Chelsea	$1,221.44
930	243	44	16989	18	12	NA	90	Chelsea	$1,444.06
930	243	45	16989	18	12	NA	91	Chelsea	$1,444.06
930	243	46	16989	18	12	NA	92	Chelsea	$1,444.06
930	243	47	16989	18	12	NA	93	Chelsea	$1,444.06
930	243	48	16989	18	12	NA	94	Chelsea	$1,444.06
930	243	49	16989	18	12	NA	95	Chelsea	$1,444.06
930	243	50	16989	18	12	NA	96	Chelsea	$1,444.06
930	243	51	16989	18	12	NA	97	Chelsea	$1,221.44
930	243	52	16989	18	12	NA	98	Chelsea	$1,444.06
445	231	24	16989	M	NA	NA	NA	Chelsea	$0.00
445	231	25	16989	Z	NA	NA	NA	Chelsea	$0.00
445	231	26	16989	AA	NA	NA	NA	Chelsea	$0.00
445	231	27	16989	L	NA	NA	NA	Chelsea	$0.00
445	231	28	16989	BB	NA	NA	NA	Granville	$0.00
445	231	29	16989	Q	NA	NA	NA	Granville	$0.00
445	231	30	16989	P	NA	NA	NA	Granville	$0.00
445	231	31	16989	N	NA	NA	NA	Granville	$0.00
445	231	32	16989	O	NA	NA	NA	Granville	$0.00
445	231	33	16989	R	NA	NA	NA	Granville	$0.00
445	231	34	16989	W	NA	NA	NA	NA	$0.00
445	231	19	16989	H	NA	NA	NA	Maxfield	$0.00
445	231	20	16989	G	NA	NA	NA	Maxfield	$0.00
445	231	22	16989	X	NA	NA	NA	Chelsea	$0.00
445	231	23	16989	J	NA	NA	NA	Chelsea	$0.00
445	241	17	16989	E	NA	NA	NA	Maxfield	$0.00
445	241	18	16989	D	NA	NA	NA	Maxfield	$0.00
445	241	19	16989	C	NA	NA	NA	Maxfield	$0.00
445	241	20	16989	B	NA	NA	NA	Granville	$0.00
445	241	21	16989	I	NA	NA	NA	Granville	$0.00
445	241	22	16989	A	NA	NA	NA	Granville	$0.00
445	241	23	16989	U	NA	NA	NA	Granville	$0.00
445	241	25	16989	T	NA	NA	NA	Granville	$0.00

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445	241	26	16989	S	NA	NA	NA	Granville	$0.00
445	241	27	16989	Y	NA	NA	NA	Chelsea	$0.00
445	241	28	16989	K	NA	NA	NA	Chelsea	$0.00
445	241	29	16989	W	NA	NA	NA	Chelsea	$0.00
445	241	24	16989	V	NA	NA	NA	Granville	$0.00

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Book [1]	Page [1]	Parcel [1]	Tract	Lot	Building	Floor Level	Unit Number	Project Name	Special Tax
0	0	0	17756	1	2	4	9	Tribeca	$858.98
0	0	0	17756	1	2	3	10	Tribeca	$1,221.44
0	0	0	17756	1	2	4	11	Tribeca	$1,221.44
0	0	0	17756	1	2	2	12	Tribeca	$1,221.44
0	0	0	17756	1	2	3	13	Tribeca	$858.98
0	0	0	17756	1	2	2	14	Tribeca	$998.78
0	0	0	17756	1	2	2	15	Tribeca	$998.78
0	0	0	17756	1	2	3	16	Tribeca	$858.98
0	0	0	17756	1	2	2	17	Tribeca	$1,221.44
0	0	0	17756	1	2	4	18	Tribeca	$1,221.44
0	0	0	17756	1	2	3	19	Tribeca	$1,221.44
0	0	0	17756	1	2	4	20	Tribeca	$858.98
0	0	0	17756	1	0	0	1	Tribeca	$1,444.06
0	0	0	17756	1	0	0	2	Tribeca	$1,444.06
0	0	0	17756	1	0	0	3	Tribeca	$1,444.06
0	0	0	17756	1	0	0	4	Tribeca	$1,444.06
0	0	0	17756	1	0	0	5	Tribeca	$1,444.06
0	0	0	17756	1	0	0	6	Tribeca	$1,444.06
0	0	0	17756	1	0	0	7	Tribeca	$1,444.06
0	0	0	17756	1	0	0	8	Tribeca	$1,444.06
0	0	0	17756	21	0	A	142	Rockefeller	$1,444.06
0	0	0	17756	21	0	A	141	Rockefeller	$1,444.06
0	0	0	17756	23	25	1	1202	Hudson	$684.72
0	0	0	17756	23	25	1	1204	Hudson	$684.72
0	0	0	17756	23	25	1	1206	Hudson	$684.72
0	0	0	17756	23	25	1	1208	Hudson	$684.72
0	0	0	17756	23	25	1	1210	Hudson	$684.72
0	0	0	17756	23	25	1	1212	Hudson	$684.72
0	0	0	17756	23	25	1	1214	Hudson	$684.72
0	0	0	17756	23	25	1	1216	Hudson	$858.98
0	0	0	17756	23	25	1	1218	Hudson	$684.72
0	0	0	17756	23	25	1	1220	Hudson	$684.72
0	0	0	17756	23	25	1	1222	Hudson	$684.72
0	0	0	17756	23	25	1	1224	Hudson	$684.72
0	0	0	17756	23	25	1	1226	Hudson	$684.72
0	0	0	17756	23	25	1	1228	Hudson	$684.72

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Book [1]	Page [1]	Parcel [1]	Tract	Lot	Building	Floor Level	Unit Number	Project Name	Special Tax
0	0	0	17756	23	25	1	1230	Hudson	$684.72
0	0	0	17756	23	25	1	1232	Hudson	$684.72
0	0	0	17756	23	25	1	1234	Hudson	$684.72
0	0	0	17756	23	25	1	1236	Hudson	$858.98
0	0	0	17756	23	25	1	1238	Hudson	$684.72
0	0	0	17756	23	25	1	1240	Hudson	$684.72
0	0	0	17756	23	25	1	1242	Hudson	$684.72
0	0	0	17756	23	25	1	1244	Hudson	$684.72
0	0	0	17756	23	25	2	1302	Hudson	$684.72
0	0	0	17756	23	25	2	1304	Hudson	$684.72
0	0	0	17756	23	25	2	1306	Hudson	$684.72
0	0	0	17756	23	25	2	1308	Hudson	$684.72
0	0	0	17756	23	25	2	1310	Hudson	$684.72
0	0	0	17756	23	25	2	1312	Hudson	$684.72
0	0	0	17756	23	25	2	1314	Hudson	$684.72
0	0	0	17756	23	25	2	1316	Hudson	$858.98
0	0	0	17756	23	25	2	1318	Hudson	$684.72
0	0	0	17756	23	25	2	1320	Hudson	$684.72
0	0	0	17756	23	25	2	1322	Hudson	$684.72
0	0	0	17756	23	25	2	1324	Hudson	$684.72
0	0	0	17756	23	25	2	1326	Hudson	$684.72
0	0	0	17756	23	25	2	1328	Hudson	$684.72
0	0	0	17756	23	25	2	1330	Hudson	$684.72
0	0	0	17756	23	25	2	1332	Hudson	$684.72
0	0	0	17756	23	25	2	1334	Hudson	$684.72
0	0	0	17756	23	25	2	1336	Hudson	$858.98
0	0	0	17756	23	25	2	1338	Hudson	$684.72
0	0	0	17756	23	25	2	1340	Hudson	$684.72
0	0	0	17756	23	25	2	1342	Hudson	$684.72
0	0	0	17756	23	25	2	1344	Hudson	$684.72
0	0	0	17756	23	25	3	1402	Hudson	$684.72
0	0	0	17756	23	25	3	1404	Hudson	$684.72
0	0	0	17756	23	25	3	1406	Hudson	$684.72
0	0	0	17756	23	25	3	1408	Hudson	$684.72
0	0	0	17756	23	25	3	1410	Hudson	$684.72
0	0	0	17756	23	25	3	1412	Hudson	$684.72

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Book [1]	Page [1]	Parcel [1]	Tract	Lot	Building	Floor Level	Unit Number	Project Name	Special Tax
0	0	0	17756	23	25	3	1414	Hudson	$684.72
0	0	0	17756	23	25	3	1416	Hudson	$858.98
0	0	0	17756	23	25	3	1418	Hudson	$684.72
0	0	0	17756	23	25	3	1420	Hudson	$684.72
0	0	0	17756	23	25	3	1422	Hudson	$684.72
0	0	0	17756	23	25	3	1424	Hudson	$684.72
0	0	0	17756	23	25	3	1426	Hudson	$684.72
0	0	0	17756	23	25	3	1428	Hudson	$684.72
0	0	0	17756	23	25	3	1430	Hudson	$684.72
0	0	0	17756	23	25	3	1432	Hudson	$684.72
0	0	0	17756	23	25	3	1434	Hudson	$684.72
0	0	0	17756	23	25	3	1436	Hudson	$858.98
0	0	0	17756	23	25	3	1438	Hudson	$684.72
0	0	0	17756	23	25	3	1440	Hudson	$684.72
0	0	0	17756	23	25	3	1442	Hudson	$684.72
0	0	0	17756	23	25	3	1444	Hudson	$684.72
0	0	0	17756	23	25	4	1502	Hudson	$684.72
0	0	0	17756	23	25	4	1504	Hudson	$684.72
0	0	0	17756	23	25	4	1506	Hudson	$684.72
0	0	0	17756	23	25	4	1508	Hudson	$684.72
0	0	0	17756	23	25	4	1510	Hudson	$684.72
0	0	0	17756	23	25	4	1512	Hudson	$684.72
0	0	0	17756	23	25	4	1514	Hudson	$684.72
0	0	0	17756	23	25	4	1516	Hudson	$858.98
0	0	0	17756	23	25	4	1518	Hudson	$684.72
0	0	0	17756	23	25	4	1520	Hudson	$684.72
0	0	0	17756	23	25	4	1522	Hudson	$684.72
0	0	0	17756	23	25	4	1524	Hudson	$684.72
0	0	0	17756	23	25	4	1526	Hudson	$684.72
0	0	0	17756	23	25	4	1528	Hudson	$684.72
0	0	0	17756	23	25	4	1530	Hudson	$684.72
0	0	0	17756	23	25	4	1532	Hudson	$684.72
0	0	0	17756	23	25	4	1534	Hudson	$684.72
0	0	0	17756	23	25	4	1536	Hudson	$858.98
0	0	0	17756	23	25	4	1538	Hudson	$684.72
0	0	0	17756	23	25	4	1540	Hudson	$684.72

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Book [1]	Page [1]	Parcel [1]	Tract	Lot	Building	Floor Level	Unit Number	Project Name	Special Tax
0	0	0	17756	23	25	4	1542	Hudson	$684.72
0	0	0	17756	23	25	4	1544	Hudson	$684.72
0	0	0	17756	23	26	1	2202	Hudson	$858.98
0	0	0	17756	23	26	1	2204	Hudson	$684.72
0	0	0	17756	23	26	1	2206	Hudson	$684.72
0	0	0	17756	23	26	1	2208	Hudson	$684.72
0	0	0	17756	23	26	1	2210	Hudson	$684.72
0	0	0	17756	23	26	1	2212	Hudson	$684.72
0	0	0	17756	23	26	1	2214	Hudson	$684.72
0	0	0	17756	23	26	1	2216	Hudson	$684.72
0	0	0	17756	23	26	1	2218	Hudson	$684.72
0	0	0	17756	23	26	1	2220	Hudson	$684.72
0	0	0	17756	23	26	1	2222	Hudson	$684.72
0	0	0	17756	23	26	1	2224	Hudson	$684.72
0	0	0	17756	23	26	1	2226	Hudson	$684.72
0	0	0	17756	23	26	1	2228	Hudson	$858.98
0	0	0	17756	23	26	1	2230	Hudson	$684.72
0	0	0	17756	23	26	1	2232	Hudson	$684.72
0	0	0	17756	23	26	1	2234	Hudson	$684.72
0	0	0	17756	23	26	1	2236	Hudson	$684.72
0	0	0	17756	23	26	1	2238	Hudson	$684.72
0	0	0	17756	23	26	1	2240	Hudson	$684.72
0	0	0	17756	23	26	1	2242	Hudson	$684.72
0	0	0	17756	23	26	1	2244	Hudson	$684.72
0	0	0	17756	23	26	2	2302	Hudson	$858.98
0	0	0	17756	23	26	2	2304	Hudson	$684.72
0	0	0	17756	23	26	2	2306	Hudson	$684.72
0	0	0	17756	23	26	2	2308	Hudson	$684.72
0	0	0	17756	23	26	2	2310	Hudson	$684.72
0	0	0	17756	23	26	2	2312	Hudson	$684.72
0	0	0	17756	23	26	2	2314	Hudson	$684.72
0	0	0	17756	23	26	2	2316	Hudson	$684.72
0	0	0	17756	23	26	2	2318	Hudson	$684.72
0	0	0	17756	23	26	2	2320	Hudson	$684.72
0	0	0	17756	23	26	2	2322	Hudson	$684.72
0	0	0	17756	23	26	2	2324	Hudson	$684.72

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Book [1]	Page [1]	Parcel [1]	Tract	Lot	Building	Floor Level	Unit Number	Project Name	Special Tax
0	0	0	17756	23	26	2	2326	Hudson	$684.72
0	0	0	17756	23	26	2	2328	Hudson	$858.98
0	0	0	17756	23	26	2	2330	Hudson	$684.72
0	0	0	17756	23	26	2	2332	Hudson	$684.72
0	0	0	17756	23	26	2	2334	Hudson	$684.72
0	0	0	17756	23	26	2	2336	Hudson	$684.72
0	0	0	17756	23	26	2	2338	Hudson	$684.72
0	0	0	17756	23	26	2	2340	Hudson	$684.72
0	0	0	17756	23	26	2	2342	Hudson	$684.72
0	0	0	17756	23	26	2	2344	Hudson	$684.72
0	0	0	17756	23	26	3	2402	Hudson	$858.98
0	0	0	17756	23	26	3	2404	Hudson	$684.72
0	0	0	17756	23	26	3	2406	Hudson	$684.72
0	0	0	17756	23	26	3	2408	Hudson	$684.72
0	0	0	17756	23	26	3	2410	Hudson	$684.72
0	0	0	17756	23	26	3	2412	Hudson	$684.72
0	0	0	17756	23	26	3	2414	Hudson	$684.72
0	0	0	17756	23	26	3	2416	Hudson	$684.72
0	0	0	17756	23	26	3	2418	Hudson	$684.72
0	0	0	17756	23	26	3	2420	Hudson	$684.72
0	0	0	17756	23	26	3	2422	Hudson	$684.72
0	0	0	17756	23	26	3	2424	Hudson	$684.72
0	0	0	17756	23	26	3	2426	Hudson	$684.72
0	0	0	17756	23	26	3	2428	Hudson	$858.98
0	0	0	17756	23	26	3	2430	Hudson	$684.72
0	0	0	17756	23	26	3	2432	Hudson	$684.72
0	0	0	17756	23	26	3	2434	Hudson	$684.72
0	0	0	17756	23	26	3	2436	Hudson	$684.72
0	0	0	17756	23	26	3	2438	Hudson	$684.72
0	0	0	17756	23	26	3	2440	Hudson	$684.72
0	0	0	17756	23	26	3	2442	Hudson	$684.72
0	0	0	17756	23	26	3	2444	Hudson	$684.72
0	0	0	17756	23	26	4	2502	Hudson	$858.98
0	0	0	17756	23	26	4	2504	Hudson	$684.72
0	0	0	17756	23	26	4	2506	Hudson	$684.72
0	0	0	17756	23	26	4	2508	Hudson	$684.72

Santa Ana Unified School District
Community Facilities District No. 2004-1
Special Tax Levy for Fiscal Year 2017-18

Book [1]	Page [1]	Parcel [1]	Tract	Lot	Building	Floor Level	Unit Number	Project Name	Special Tax
0	0	0	17756	23	26	4	2510	Hudson	$684.72
0	0	0	17756	23	26	4	2512	Hudson	$684.72
0	0	0	17756	23	26	4	2514	Hudson	$684.72
0	0	0	17756	23	26	4	2516	Hudson	$684.72
0	0	0	17756	23	26	4	2518	Hudson	$684.72
0	0	0	17756	23	26	4	2520	Hudson	$684.72
0	0	0	17756	23	26	4	2522	Hudson	$684.72
0	0	0	17756	23	26	4	2524	Hudson	$684.72
0	0	0	17756	23	26	4	2526	Hudson	$684.72
0	0	0	17756	23	26	4	2528	Hudson	$858.98
0	0	0	17756	23	26	4	2530	Hudson	$684.72
0	0	0	17756	23	26	4	2532	Hudson	$684.72
0	0	0	17756	23	26	4	2534	Hudson	$684.72
0	0	0	17756	23	26	4	2536	Hudson	$684.72
0	0	0	17756	23	26	4	2538	Hudson	$684.72
0	0	0	17756	23	26	4	2540	Hudson	$684.72
0	0	0	17756	23	26	4	2542	Hudson	$684.72
0	0	0	17756	23	26	4	2544	Hudson	$684.72
0	0	0	17756	2	3	4	21	Tribeca	$858.98
0	0	0	17756	2	3	3	22	Tribeca	$1,221.44
0	0	0	17756	2	3	4	23	Tribeca	$1,221.44
0	0	0	17756	2	3	2	24	Tribeca	$1,221.44
0	0	0	17756	2	3	3	25	Tribeca	$858.98
0	0	0	17756	2	3	2	26	Tribeca	$998.78
0	0	0	17756	2	3	2	27	Tribeca	$998.78
0	0	0	17756	2	3	3	28	Tribeca	$858.98
0	0	0	17756	2	3	2	29	Tribeca	$1,221.44
0	0	0	17756	2	3	4	30	Tribeca	$1,221.44
0	0	0	17756	2	3	3	31	Tribeca	$1,221.44
0	0	0	17756	2	3	4	32	Tribeca	$858.98
0	0	0	17756	20	0	0	139	Rockefeller	$1,444.06
0	0	0	17756	20	0	0	140	Rockefeller	$1,444.06
0	0	0	17756	19	0	0	137	Rockefeller	$1,444.06
0	0	0	17756	19	0	0	138	Rockefeller	$1,444.06
0	0	0	17756	18	0	0	135	Rockefeller	$1,444.06
0	0	0	17756	18	0	0	136	Rockefeller	$1,444.06

Santa Ana Unified School District
Community Facilities District No. 2004-1
Special Tax Levy for Fiscal Year 2017-18

Book [1]	Page [1]	Parcel [1]	Tract	Lot	Building	Floor Level	Unit Number	Project Name	Special Tax
0	0	0	17756	17	0	0	133	Rockefeller	$1,444.06
0	0	0	17756	17	0	0	134	Rockefeller	$1,444.06
0	0	0	17756	3	4	4	33	Tribeca	$858.98
0	0	0	17756	3	4	3	34	Tribeca	$1,221.44
0	0	0	17756	3	4	4	35	Tribeca	$1,221.44
0	0	0	17756	3	4	2	36	Tribeca	$1,221.44
0	0	0	17756	3	4	3	37	Tribeca	$858.98
0	0	0	17756	3	4	2	38	Tribeca	$998.78
0	0	0	17756	3	4	2	39	Tribeca	$998.78
0	0	0	17756	3	4	3	40	Tribeca	$858.98
0	0	0	17756	3	4	2	41	Tribeca	$1,221.44
0	0	0	17756	3	4	4	42	Tribeca	$1,221.44
0	0	0	17756	3	4	3	43	Tribeca	$1,221.44
0	0	0	17756	3	4	4	44	Tribeca	$858.98
0	0	0	17756	4	5	4	45	Tribeca	$858.98
0	0	0	17756	4	5	3	46	Tribeca	$1,221.44
0	0	0	17756	4	5	4	47	Tribeca	$1,221.44
0	0	0	17756	4	5	2	48	Tribeca	$1,221.44
0	0	0	17756	4	5	3	49	Tribeca	$858.98
0	0	0	17756	4	5	2	50	Tribeca	$998.78
0	0	0	17756	4	5	2	51	Tribeca	$998.78
0	0	0	17756	4	5	3	52	Tribeca	$858.98
0	0	0	17756	4	5	2	53	Tribeca	$1,221.44
0	0	0	17756	4	5	4	54	Tribeca	$1,221.44
0	0	0	17756	4	5	3	55	Tribeca	$1,221.44
0	0	0	17756	4	5	4	56	Tribeca	$858.98

[1] Parcel numbers are unavailable at the time of this report. An addendum will be made when the information is made available.

MAJOR CONCLUSIONS	
NUMBER OF PARCELS TAXED BY CFD NO. 2004-1	674
NUMBER OF PARCELS WITHIN CFD NO. 2004-1	1233
TOTAL SPECIAL TAX LEVY FY 2017/2018	$706,023.02

Santa Ana Unified School District
Community Facilities District No. 2004-1
Special Tax Levy for Fiscal Year 2017-18

Book	Page	Parcel	Tract	Lot	Building	Floor Level	Unit Number	Project Name	Special Tax
445	91	53	16590	7	NA	1	Concierge	ASTORIA	$0.00
445	91	53	16590	7	NA	1	Concierge	ASTORIA	$0.00
445	91	53	16590	7	NA	2	Parking	ASTORIA	$0.00
934	5	400	16590	7	A	3	301	ASTORIA	$0.00
934	5	401	16590	7	A	3	302	ASTORIA	$0.00
934	5	402	16590	7	A	3	303	ASTORIA	$0.00
934	5	403	16590	7	A	3	304	ASTORIA	$0.00
934	5	404	16590	7	A	3	305	ASTORIA	$0.00
934	5	405	16590	7	A	3	306	ASTORIA	$0.00
934	5	406	16590	7	A	3	307	ASTORIA	$0.00
934	5	407	16590	7	A	3	308	ASTORIA	$0.00
934	5	408	16590	7	A	4	401	ASTORIA	$0.00
934	5	409	16590	7	A	4	402	ASTORIA	$0.00
934	5	410	16590	7	A	4	403	ASTORIA	$0.00
934	5	411	16590	7	A	4	404	ASTORIA	$0.00
934	5	412	16590	7	A	4	405	ASTORIA	$0.00
934	5	413	16590	7	A	4	406	ASTORIA	$0.00
934	5	414	16590	7	A	4	407	ASTORIA	$0.00
934	5	415	16590	7	A	4	408	ASTORIA	$0.00
934	5	416	16590	7	A	5	501	ASTORIA	$0.00
934	5	417	16590	7	A	5	502	ASTORIA	$0.00
934	5	418	16590	7	A	5	503	ASTORIA	$0.00
934	5	419	16590	7	A	5	504	ASTORIA	$0.00
934	5	420	16590	7	A	5	505	ASTORIA	$0.00
934	5	421	16590	7	A	5	506	ASTORIA	$0.00
934	5	422	16590	7	A	5	507	ASTORIA	$0.00
934	5	423	16590	7	A	5	508	ASTORIA	$0.00
934	5	424	16590	7	A	6	601	ASTORIA	$0.00
934	5	425	16590	7	A	6	602	ASTORIA	$0.00
934	5	426	16590	7	A	6	603	ASTORIA	$0.00
934	5	427	16590	7	A	6	604	ASTORIA	$0.00
934	5	428	16590	7	A	6	605	ASTORIA	$0.00
934	5	429	16590	7	A	6	606	ASTORIA	$0.00
934	5	430	16590	7	A	6	607	ASTORIA	$0.00

Santa Ana Unified School District
Community Facilities District No. 2004-1
Special Tax Levy for Fiscal Year 2017-18

Book	Page	Parcel	Tract	Lot	Building	Floor Level	Unit Number	Project Name	Special Tax
934	5	431	16590	7	A	6	608	ASTORIA	$0.00
934	5	432	16590	7	A	7	701	ASTORIA	$0.00
934	5	433	16590	7	A	7	702	ASTORIA	$0.00
934	5	434	16590	7	A	7	703	ASTORIA	$0.00
934	5	435	16590	7	A	7	704	ASTORIA	$0.00
934	5	436	16590	7	A	7	705	ASTORIA	$0.00
934	5	437	16590	7	A	7	706	ASTORIA	$0.00
934	5	438	16590	7	A	7	707	ASTORIA	$0.00
934	5	439	16590	7	A	7	708	ASTORIA	$0.00
934	5	440	16590	7	A	8	801	ASTORIA	$0.00
934	5	441	16590	7	A	8	802	ASTORIA	$0.00
934	5	442	16590	7	A	8	803	ASTORIA	$0.00
934	5	443	16590	7	A	8	804	ASTORIA	$0.00
934	5	444	16590	7	A	8	805	ASTORIA	$0.00
934	5	445	16590	7	A	8	806	ASTORIA	$0.00
934	5	446	16590	7	A	8	807	ASTORIA	$0.00
934	5	447	16590	7	A	8	808	ASTORIA	$0.00
934	5	448	16590	7	A	9	901	ASTORIA	$0.00
934	5	449	16590	7	A	9	902	ASTORIA	$0.00
934	5	450	16590	7	A	9	903	ASTORIA	$0.00
934	5	451	16590	7	A	9	904	ASTORIA	$0.00
934	5	452	16590	7	A	9	905	ASTORIA	$0.00
934	5	453	16590	7	A	9	906	ASTORIA	$0.00
934	5	454	16590	7	A	9	907	ASTORIA	$0.00
934	5	455	16590	7	A	9	908	ASTORIA	$0.00
934	5	456	16590	7	A	10	1001	ASTORIA	$0.00
934	5	457	16590	7	A	10	1002	ASTORIA	$0.00
934	5	458	16590	7	A	10	1003	ASTORIA	$0.00
934	5	459	16590	7	A	10	1004	ASTORIA	$0.00
934	5	460	16590	7	A	10	1005	ASTORIA	$0.00
934	5	461	16590	7	A	10	1006	ASTORIA	$0.00
934	5	462	16590	7	A	10	1007	ASTORIA	$0.00
934	5	463	16590	7	A	10	1008	ASTORIA	$0.00
934	5	464	16590	7	A	11	1101	ASTORIA	$0.00

Santa Ana Unified School District
Community Facilities District No. 2004-1
Special Tax Levy for Fiscal Year 2017-18

Book	Page	Parcel	Tract	Lot	Building	Floor Level	Unit Number	Project Name	Special Tax
934	5	465	16590	7	A	11	1102	ASTORIA	$0.00
934	5	466	16590	7	A	11	1103	ASTORIA	$0.00
934	5	467	16590	7	A	11	1104	ASTORIA	$0.00
934	5	468	16590	7	A	11	1105	ASTORIA	$0.00
934	5	469	16590	7	A	11	1106	ASTORIA	$0.00
934	5	470	16590	7	A	11	1107	ASTORIA	$0.00
934	5	471	16590	7	A	11	1108	ASTORIA	$0.00
934	5	472	16590	7	A	12	1201	ASTORIA	$0.00
934	5	473	16590	7	A	12	1202	ASTORIA	$0.00
934	5	474	16590	7	A	12	1203	ASTORIA	$0.00
934	5	475	16590	7	A	12	1204	ASTORIA	$0.00
934	5	476	16590	7	A	12	1205	ASTORIA	$0.00
934	5	477	16590	7	A	12	1206	ASTORIA	$0.00
934	5	478	16590	7	A	12	1207	ASTORIA	$0.00
934	5	479	16590	7	A	12	1208	ASTORIA	$0.00
934	5	480	16590	7	A	13	1301	ASTORIA	$0.00
934	5	481	16590	7	A	13	1302	ASTORIA	$0.00
934	5	482	16590	7	A	13	1303	ASTORIA	$0.00
934	5	483	16590	7	A	13	1304	ASTORIA	$0.00
934	5	484	16590	7	A	13	1305	ASTORIA	$0.00
934	5	485	16590	7	A	13	1306	ASTORIA	$0.00
934	5	486	16590	7	A	14	1401	ASTORIA	$0.00
934	5	487	16590	7	A	14	1402	ASTORIA	$0.00
934	5	488	16590	7	B	3	301	ASTORIA	$0.00
934	5	489	16590	7	B	3	302	ASTORIA	$0.00
934	5	490	16590	7	B	3	303	ASTORIA	$0.00
934	5	491	16590	7	B	3	304	ASTORIA	$0.00
934	5	492	16590	7	B	3	305	ASTORIA	$0.00
934	5	493	16590	7	B	3	306	ASTORIA	$0.00
934	5	494	16590	7	B	3	307	ASTORIA	$0.00
445	91	53	16590	7	B	3	Fitness Rm	ASTORIA	$0.00
445	91	53	16590	7	B	3	Rm	ASTORIA	$0.00
934	5	495	16590	7	B	3	309	ASTORIA	$0.00
934	5	496	16590	7	B	3	311	ASTORIA	$0.00

Santa Ana Unified School District
Community Facilities District No. 2004-1
Special Tax Levy for Fiscal Year 2017-18

Book	Page	Parcel	Tract	Lot	Building	Floor Level	Unit Number	Project Name	Special Tax
934	5	497	16590	7	B	3	312	ASTORIA	$0.00
934	5	498	16590	7	B	3	313	ASTORIA	$0.00
934	5	499	16590	7	B	4	401	ASTORIA	$0.00
934	5	500	16590	7	B	4	402	ASTORIA	$0.00
934	5	501	16590	7	B	4	403	ASTORIA	$0.00
934	5	502	16590	7	B	4	404	ASTORIA	$0.00
934	5	503	16590	7	B	4	405	ASTORIA	$0.00
934	5	504	16590	7	B	4	406	ASTORIA	$0.00
934	5	505	16590	7	B	4	407	ASTORIA	$0.00
934	5	506	16590	7	B	4	408	ASTORIA	$0.00
934	5	507	16590	7	B	4	409	ASTORIA	$0.00
934	5	508	16590	7	B	4	410	ASTORIA	$0.00
934	5	509	16590	7	B	4	411	ASTORIA	$0.00
934	5	510	16590	7	B	4	412	ASTORIA	$0.00
934	5	511	16590	7	B	4	413	ASTORIA	$0.00
934	5	512	16590	7	B	5	501	ASTORIA	$0.00
934	5	513	16590	7	B	5	502	ASTORIA	$0.00
934	5	514	16590	7	B	5	503	ASTORIA	$0.00
934	5	515	16590	7	B	5	504	ASTORIA	$0.00
934	5	516	16590	7	B	5	505	ASTORIA	$0.00
934	5	517	16590	7	B	5	506	ASTORIA	$0.00
934	5	518	16590	7	B	5	507	ASTORIA	$0.00
934	5	519	16590	7	B	5	508	ASTORIA	$0.00
934	5	520	16590	7	B	5	509	ASTORIA	$0.00
934	5	521	16590	7	B	5	510	ASTORIA	$0.00
934	5	522	16590	7	B	5	511	ASTORIA	$0.00
934	5	523	16590	7	B	5	512	ASTORIA	$0.00
934	5	524	16590	7	B	5	513	ASTORIA	$0.00
934	5	525	16590	7	B	6	601	ASTORIA	$0.00
934	5	526	16590	7	B	6	602	ASTORIA	$0.00
934	5	527	16590	7	B	6	603	ASTORIA	$0.00
934	5	528	16590	7	B	6	604	ASTORIA	$0.00
934	5	529	16590	7	B	6	605	ASTORIA	$0.00
934	5	530	16590	7	B	6	606	ASTORIA	$0.00

Santa Ana Unified School District
Community Facilities District No. 2004-1
Special Tax Levy for Fiscal Year 2017-18

Book	Page	Parcel	Tract	Lot	Building	Floor Level	Unit Number	Project Name	Special Tax
934	5	531	16590	7	B	6	607	ASTORIA	$0.00
934	5	532	16590	7	B	6	608	ASTORIA	$0.00
934	5	533	16590	7	B	6	609	ASTORIA	$0.00
934	5	534	16590	7	B	6	610	ASTORIA	$0.00
934	5	535	16590	7	B	6	611	ASTORIA	$0.00
934	5	536	16590	7	B	6	612	ASTORIA	$0.00
934	5	537	16590	7	B	6	613	ASTORIA	$0.00
934	5	538	16590	7	B	7	701	ASTORIA	$0.00
934	5	539	16590	7	B	7	702	ASTORIA	$0.00
934	5	540	16590	7	B	7	703	ASTORIA	$0.00
934	5	541	16590	7	B	7	704	ASTORIA	$0.00
934	5	542	16590	7	B	7	705	ASTORIA	$0.00
934	5	543	16590	7	B	7	706	ASTORIA	$0.00
934	5	544	16590	7	B	7	707	ASTORIA	$0.00
934	5	545	16590	7	B	7	708	ASTORIA	$0.00
934	5	546	16590	7	B	7	709	ASTORIA	$0.00
934	5	547	16590	7	B	7	710	ASTORIA	$0.00
934	5	548	16590	7	B	7	711	ASTORIA	$0.00
934	5	549	16590	7	B	7	712	ASTORIA	$0.00
934	5	550	16590	7	B	7	713	ASTORIA	$0.00
934	5	551	16590	7	B	8	801	ASTORIA	$0.00
934	5	552	16590	7	B	8	802	ASTORIA	$0.00
934	5	553	16590	7	B	8	803	ASTORIA	$0.00
934	5	554	16590	7	B	8	804	ASTORIA	$0.00
934	5	555	16590	7	B	8	805	ASTORIA	$0.00
934	5	556	16590	7	B	8	806	ASTORIA	$0.00
934	5	557	16590	7	B	8	807	ASTORIA	$0.00
934	5	558	16590	7	B	8	808	ASTORIA	$0.00
934	5	559	16590	7	B	8	809	ASTORIA	$0.00
934	5	560	16590	7	B	8	810	ASTORIA	$0.00
934	5	561	16590	7	B	8	811	ASTORIA	$0.00
934	5	562	16590	7	B	8	812	ASTORIA	$0.00
934	5	563	16590	7	B	8	813	ASTORIA	$0.00
934	5	564	16590	7	B	9	901	ASTORIA	$0.00

Santa Ana Unified School District
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Special Tax Levy for Fiscal Year 2017-18

Book	Page	Parcel	Tract	Lot	Building	Floor Level	Unit Number	Project Name	Special Tax
934	5	565	16590	7	B	9	902	ASTORIA	$0.00
934	5	566	16590	7	B	9	903	ASTORIA	$0.00
934	5	567	16590	7	B	9	904	ASTORIA	$0.00
934	5	568	16590	7	B	9	905	ASTORIA	$0.00
934	5	569	16590	7	B	9	906	ASTORIA	$0.00
934	5	570	16590	7	B	9	907	ASTORIA	$0.00
934	5	571	16590	7	B	9	908	ASTORIA	$0.00
934	5	572	16590	7	B	9	909	ASTORIA	$0.00
934	5	573	16590	7	B	9	910	ASTORIA	$0.00
934	5	574	16590	7	B	9	911	ASTORIA	$0.00
934	5	575	16590	7	B	9	912	ASTORIA	$0.00
934	5	576	16590	7	B	9	913	ASTORIA	$0.00
934	5	577	16590	7	B	10	1001	ASTORIA	$0.00
934	5	578	16590	7	B	10	1002	ASTORIA	$0.00
934	5	579	16590	7	B	10	1003	ASTORIA	$0.00
934	5	580	16590	7	B	10	1004	ASTORIA	$0.00
934	5	581	16590	7	B	10	1005	ASTORIA	$0.00
934	5	582	16590	7	B	10	1006	ASTORIA	$0.00
934	5	583	16590	7	B	10	1007	ASTORIA	$0.00
934	5	584	16590	7	B	10	1008	ASTORIA	$0.00
934	5	585	16590	7	B	10	1009	ASTORIA	$0.00
934	5	586	16590	7	B	10	1010	ASTORIA	$0.00
934	5	587	16590	7	B	10	1011	ASTORIA	$0.00
934	5	588	16590	7	B	10	1012	ASTORIA	$0.00
934	5	589	16590	7	B	10	1013	ASTORIA	$0.00
934	5	590	16590	7	B	11	1101	ASTORIA	$0.00
934	5	591	16590	7	B	11	1102	ASTORIA	$0.00
934	5	592	16590	7	B	11	1103	ASTORIA	$0.00
934	5	593	16590	7	B	11	1104	ASTORIA	$0.00
934	5	594	16590	7	B	11	1105	ASTORIA	$0.00
934	5	595	16590	7	B	11	1106	ASTORIA	$0.00
934	5	596	16590	7	B	11	1107	ASTORIA	$0.00
934	5	597	16590	7	B	11	1108	ASTORIA	$0.00
934	5	598	16590	7	B	11	1109	ASTORIA	$0.00

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934	5	599	16590	7	B	11	1110	ASTORIA	$0.00
934	5	600	16590	7	B	11	1111	ASTORIA	$0.00
934	5	601	16590	7	B	11	1112	ASTORIA	$0.00
934	5	602	16590	7	B	11	1113	ASTORIA	$0.00
934	5	603	16590	7	B	12	1201	ASTORIA	$0.00
934	5	604	16590	7	B	12	1202	ASTORIA	$0.00
934	5	605	16590	7	B	12	1203	ASTORIA	$0.00
934	5	606	16590	7	B	12	1204	ASTORIA	$0.00
934	5	607	16590	7	B	12	1205	ASTORIA	$0.00
934	5	608	16590	7	B	12	1206	ASTORIA	$0.00
934	5	609	16590	7	B	12	1207	ASTORIA	$0.00
934	5	610	16590	7	B	12	1208	ASTORIA	$0.00
934	5	611	16590	7	B	12	1209	ASTORIA	$0.00
934	5	612	16590	7	B	12	1210	ASTORIA	$0.00
934	5	613	16590	7	B	12	1211	ASTORIA	$0.00
934	5	614	16590	7	B	12	1212	ASTORIA	$0.00
934	5	615	16590	7	B	12	1213	ASTORIA	$0.00
934	5	616	16590	7	B	13	1301	ASTORIA	$0.00
934	5	617	16590	7	B	13	1302	ASTORIA	$0.00
934	5	618	16590	7	B	13	1303	ASTORIA	$0.00
934	5	619	16590	7	B	13	1304	ASTORIA	$0.00
934	5	620	16590	7	B	13	1305	ASTORIA	$0.00
934	5	621	16590	7	B	13	1306	ASTORIA	$0.00
934	5	622	16590	7	B	13	1307	ASTORIA	$0.00
934	5	623	16590	7	B	13	1308	ASTORIA	$0.00
934	5	624	16590	7	B	13	1309	ASTORIA	$0.00
934	5	625	16590	7	B	13	1310	ASTORIA	$0.00
934	5	626	16590	7	B	13	1311	ASTORIA	$0.00
934	5	627	16590	7	B	13	1312	ASTORIA	$0.00
934	5	628	16590	7	B	13	1313	ASTORIA	$0.00
934	5	629	16590	7	B	14	1401	ASTORIA	$0.00
934	5	630	16590	7	B	14	1402	ASTORIA	$0.00
934	5	631	16590	7	B	14	1403	ASTORIA	$0.00
934	5	632	16590	7	B	14	1404	ASTORIA	$0.00

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934	5	633	16590	7	B	14	1405	ASTORIA	$0.00
934	5	634	16590	7	B	14	1406	ASTORIA	$0.00
934	5	635	16590	7	B	14	1407	ASTORIA	$0.00
934	5	636	16590	7	B	15	1501	ASTORIA	$0.00
934	5	637	16590	7	B	15	1502	ASTORIA	$0.00
934	5	638	16590	7	B	15	1503	ASTORIA	$0.00
934	5	639	16590	7	B	15	1504	ASTORIA	$0.00
930	246	1	16590	12	3	1	01-101	BELVEDERE	$1,221.44
930	246	2	16590	12	3	1	02-102	BELVEDERE	$998.78
930	246	3	16590	12	3	1	03-103	BELVEDERE	$1,221.44
930	246	4	16590	12	3	1	04-104	BELVEDERE	$858.98
930	246	5	16590	12	2	1	05-105	BELVEDERE	$998.78
930	246	6	16590	12	2	1	06-106	BELVEDERE	$1,221.44
930	246	7	16590	12	2	1	07-107	BELVEDERE	$858.98
930	246	8	16590	12	2	1	08-108	BELVEDERE	$998.78
930	246	9	16590	12	1	1	09-109	BELVEDERE	$998.78
930	246	10	16590	12	1	1	10-110	BELVEDERE	$998.78
930	246	11	16590	12	1	1	11-111	BELVEDERE	$858.98
930	246	12	16590	12	1	1	12-112	BELVEDERE	$858.98
930	246	13	16590	12	4	1	13-113	BELVEDERE	$998.78
930	246	14	16590	12	4	1	14-114	BELVEDERE	$998.78
930	246	15	16590	12	5	1	15-115	BELVEDERE	$998.78
930	246	16	16590	12	5	1	16-116	BELVEDERE	$858.98
930	246	17	16590	12	5	1	17-117	BELVEDERE	$1,221.44
930	246	18	16590	12	6	1	18-119	BELVEDERE	$858.98
930	246	19	16590	12	5	1	19-120	BELVEDERE	$1,221.44
930	246	20	16590	12	6	1	20-121	BELVEDERE	$998.78
930	246	21	16590	12	6	1	21-122	BELVEDERE	$1,221.44
930	246	22	16590	12	3	2	22-201	BELVEDERE	$1,221.44
930	246	23	16590	12	3	2	23-202	BELVEDERE	$998.78
930	246	24	16590	12	3	2	24-203	BELVEDERE	$1,221.44
930	246	25	16590	12	3	2	25-204	BELVEDERE	$858.98
930	246	26	16590	12	2	2	26-205	BELVEDERE	$998.78
930	246	27	16590	12	2	2	27-206	BELVEDERE	$1,221.44

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930	246	28	16590	12	2	2	28-207	BELVEDERE	$858.98
930	246	29	16590	12	2	2	29-208	BELVEDERE	$998.78
930	246	30	16590	12	1	2	30-209	BELVEDERE	$998.78
930	246	31	16590	12	1	2	31-210	BELVEDERE	$998.78
930	246	32	16590	12	1	2	32-211	BELVEDERE	$998.78
930	246	33	16590	12	1	2	33-212	BELVEDERE	$998.78
930	246	34	16590	12	4	2	34-213	BELVEDERE	$998.78
930	246	35	16590	12	4	2	35-214	BELVEDERE	$998.78
930	246	36	16590	12	5	2	36-215	BELVEDERE	$998.78
930	246	37	16590	12	5	2	37-216	BELVEDERE	$858.98
930	246	38	16590	12	5	2	38-217	BELVEDERE	$1,221.44
930	246	39	16590	12	5	2	39-218	BELVEDERE	$998.78
930	246	40	16590	12	6	2	40-219	BELVEDERE	$858.98
930	246	41	16590	12	6	2	41-220	BELVEDERE	$1,444.06
930	246	42	16590	12	6	2	42-221	BELVEDERE	$998.78
930	246	43	16590	12	6	2	43-222	BELVEDERE	$1,221.44
930	246	44	16590	12	3	3	44-301	BELVEDERE	$1,221.44
930	246	45	16590	12	3	3	45-302	BELVEDERE	$998.78
930	246	46	16590	12	3	3	46-303	BELVEDERE	$1,221.44
930	246	47	16590	12	3	3	47-304	BELVEDERE	$858.98
930	246	48	16590	12	2	3	48-305	BELVEDERE	$998.78
930	246	49	16590	12	2	3	49-306	BELVEDERE	$1,221.44
930	246	50	16590	12	2	3	50-307	BELVEDERE	$858.98
930	246	51	16590	12	2	3	51-308	BELVEDERE	$998.78
930	246	52	16590	12	1	3	52-309	BELVEDERE	$998.78
930	246	53	16590	12	1	3	53-310	BELVEDERE	$998.78
930	246	54	16590	12	1	3	54-311	BELVEDERE	$998.78
930	246	55	16590	12	1	3	55-312	BELVEDERE	$998.78
930	246	56	16590	12	4	3	56-313	BELVEDERE	$998.78
930	246	57	16590	12	4	3	57-314	BELVEDERE	$998.78
930	246	58	16590	12	5	3	58-315	BELVEDERE	$998.78
930	246	59	16590	12	5	3	59-316	BELVEDERE	$858.98
930	246	60	16590	12	5	3	60-317	BELVEDERE	$1,221.44
930	246	61	16590	12	5	3	61-318	BELVEDERE	$998.78

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930	246	62	16590	12	6	3	62-319	BELVEDERE	$858.98
930	246	63	16590	12	6	3	63-320	BELVEDERE	$1,444.06
930	246	64	16590	12	6	3	64-321	BELVEDERE	$998.78
930	246	65	16590	12	6	3	65-322	BELVEDERE	$1,221.44
930	246	66	16590	12	3	4	66-401	BELVEDERE	$1,221.44
930	246	67	16590	12	3	4	67-402	BELVEDERE	$998.78
930	246	68	16590	12	3	4	68-403	BELVEDERE	$1,221.44
930	246	69	16590	12	3	4	69-404	BELVEDERE	$858.98
930	246	70	16590	12	2	4	70-405	BELVEDERE	$998.78
930	246	71	16590	12	2	4	71-406	BELVEDERE	$1,221.44
930	246	72	16590	12	2	4	72-407	BELVEDERE	$858.98
930	246	73	16590	12	2	4	73-408	BELVEDERE	$998.78
930	246	74	16590	12	1	4	74-409	BELVEDERE	$998.78
930	246	75	16590	12	1	4	75-410	BELVEDERE	$998.78
930	246	76	16590	12	1	4	76-411	BELVEDERE	$998.78
930	246	77	16590	12	1	4	77-412	BELVEDERE	$998.78
930	246	78	16590	12	4	4	78-413	BELVEDERE	$998.78
930	246	79	16590	12	4	4	79-414	BELVEDERE	$998.78
930	246	80	16590	12	5	4	80-415	BELVEDERE	$998.78
930	246	81	16590	12	5	4	81-416	BELVEDERE	$858.98
930	246	82	16590	12	5	4	82-417	BELVEDERE	$1,221.44
930	246	83	16590	12	5	4	83-418	BELVEDERE	$998.78
930	246	84	16590	12	6	4	84-419	BELVEDERE	$858.98
930	246	85	16590	12	6	4	85-420	BELVEDERE	$1,221.44
930	246	86	16590	12	6	4	86-421	BELVEDERE	$998.78
930	246	87	16590	12	6	4	87-422	BELVEDERE	$1,221.44
930	241	4	16590	15	2	1	01-101	LENNOX	$1,444.06
930	241	5	16590	15	2	1	02-102	LENNOX	$1,444.06
930	241	6	16590	15	2	1	03-103	LENNOX	$1,444.06
930	241	7	16590	15	2	1	04-104	LENNOX	$1,221.44
930	241	8	16590	15	2	1	05-105	LENNOX	$1,444.06
930	241	9	16590	15	3	1	06-106	LENNOX	$1,444.06
930	241	10	16590	15	3	1	07-107	LENNOX	$1,444.06
930	241	11	16590	15	3	1	08-108	LENNOX	$1,444.06

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930	241	12	16590	15	3	1	09-109	LENNOX	$1,221.44
930	241	13	16590	15	4	1	10-110	LENNOX	$1,221.44
930	241	14	16590	15	4	1	11-111	LENNOX	$1,444.06
930	241	15	16590	15	4	1	12-112	LENNOX	$1,444.06
930	241	16	16590	15	4	1	13-113	LENNOX	$998.78
930	241	17	16590	15	1	1	14-114	LENNOX	$998.78
930	241	18	16590	15	1	1	15-115	LENNOX	$1,221.44
930	241	19	16590	15	1	1	16-116	LENNOX	$1,444.06
930	241	20	16590	15	1	1	17-117	LENNOX	$1,444.06
930	241	21	16590	15	1	1	18-118	LENNOX	$1,444.06
930	241	22	16590	15	2	2	19-201	LENNOX	$1,444.06
930	241	23	16590	15	2	2	20-202	LENNOX	$1,444.06
930	241	24	16590	15	2	2	21-203	LENNOX	$1,444.06
930	241	25	16590	15	2	2	22-204	LENNOX	$1,221.44
930	241	26	16590	15	2	2	23-205	LENNOX	$1,221.44
930	241	27	16590	15	3	2	24-206	LENNOX	$1,221.44
930	241	28	16590	15	3	2	25-207	LENNOX	$1,444.06
930	241	29	16590	15	3	2	26-208	LENNOX	$1,444.06
930	241	30	16590	15	3	2	27-209	LENNOX	$1,221.44
930	241	31	16590	15	4	2	28-210	LENNOX	$1,221.44
930	241	32	16590	15	4	2	29-211	LENNOX	$1,444.06
930	241	33	16590	15	4	2	30-212	LENNOX	$1,444.06
930	241	34	16590	15	4	2	31-213	LENNOX	$1,444.06
930	241	35	16590	15	1	2	32-214	LENNOX	$1,444.06
930	241	36	16590	15	1	2	33-215	LENNOX	$1,221.44
930	241	37	16590	15	1	2	34-216	LENNOX	$1,444.06
930	241	38	16590	15	1	2	35-217	LENNOX	$1,444.06
930	241	39	16590	15	1	2	36-218	LENNOX	$1,444.06
930	241	40	16590	15	2	3	37-301	LENNOX	$1,444.06
930	241	41	16590	15	2	3	38-302	LENNOX	$1,444.06
930	241	42	16590	15	2	3	39-303	LENNOX	$1,444.06
930	241	43	16590	15	2	3	40-304	LENNOX	$1,221.44
930	241	44	16590	15	2	3	41-305	LENNOX	$1,221.44
930	241	45	16590	15	3	3	42-306	LENNOX	$1,221.44

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930	241	46	16590	15	3	3	43-307	LENNOX	$1,444.06
930	241	47	16590	15	3	3	44-308	LENNOX	$1,444.06
930	241	48	16590	15	3	3	45-309	LENNOX	$1,221.44
930	241	49	16590	15	4	3	46-310	LENNOX	$1,221.44
930	241	50	16590	15	4	3	47-311	LENNOX	$1,444.06
930	241	51	16590	15	4	3	48-312	LENNOX	$1,444.06
930	241	52	16590	15	4	3	49-313	LENNOX	$1,444.06
930	241	53	16590	15	1	3	50-314	LENNOX	$1,444.06
930	241	54	16590	15	1	3	51-315	LENNOX	$1,221.44
930	241	55	16590	15	1	3	52-316	LENNOX	$1,444.06
930	241	56	16590	15	1	3	53-317	LENNOX	$1,444.06
930	241	57	16590	15	1	3	54-318	LENNOX	$1,444.06
930	241	58	16590	15	2	4	55-401	LENNOX	$1,444.06
930	241	59	16590	15	2	4	56-402	LENNOX	$1,444.06
930	241	60	16590	15	2	4	57-403	LENNOX	$1,444.06
930	241	61	16590	15	2	4	58-404	LENNOX	$1,221.44
930	241	62	16590	15	2	4	59-405	LENNOX	$1,221.44
930	241	63	16590	15	3	4	60-406	LENNOX	$1,221.44
930	241	64	16590	15	3	4	61-407	LENNOX	$1,444.06
930	241	65	16590	15	3	4	62-408	LENNOX	$1,444.06
930	241	66	16590	15	3	4	63-409	LENNOX	$1,221.44
930	241	67	16590	15	4	4	64-410	LENNOX	$1,221.44
930	241	68	16590	15	4	4	65-411	LENNOX	$1,444.06
930	241	69	16590	15	4	4	66-412	LENNOX	$1,444.06
930	241	70	16590	15	4	4	67-413	LENNOX	$1,444.06
930	241	71	16590	15	1	4	68-414	LENNOX	$1,444.06
930	241	72	16590	15	1	4	69-415	LENNOX	$1,221.44
930	241	73	16590	15	1	4	70-416	LENNOX	$1,444.06
930	241	74	16590	15	1	4	71-417	LENNOX	$1,444.06
930	241	75	16590	15	1	4	72-418	LENNOX	$1,444.06
445	91	51	16590	1	W	1	1	RENWICK	$0.00
445	91	51	16590	1	W	1	2	RENWICK	$0.00
445	91	51	16590	1	W	1	3	RENWICK	$0.00
445	91	51	16590	1	W	1	4	RENWICK	$0.00

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445	91	51	16590	1	W	1	5	RENWICK	$0.00
445	91	51	16590	1	W	1	6	RENWICK	$0.00
445	91	51	16590	1	W	1	7	RENWICK	$0.00
445	91	51	16590	1	W	1	8	RENWICK	$0.00
445	91	51	16590	1	W	1	9	RENWICK	$0.00
445	91	51	16590	1	W	1	10	RENWICK	$0.00
445	91	51	16590	1	W	1	11	RENWICK	$0.00
445	91	51	16590	1	W	1	12	RENWICK	$0.00
445	91	51	16590	1	W	2	13	RENWICK	$0.00
445	91	51	16590	1	W	2	14	RENWICK	$0.00
445	91	51	16590	1	W	2	15	RENWICK	$0.00
445	91	51	16590	1	W	2	16	RENWICK	$0.00
445	91	51	16590	1	W	2	17	RENWICK	$0.00
445	91	51	16590	1	W	2	18	RENWICK	$0.00
445	91	51	16590	1	W	2	19	RENWICK	$0.00
445	91	51	16590	1	W	2	20	RENWICK	$0.00
445	91	51	16590	1	W	2	21	RENWICK	$0.00
445	91	51	16590	1	W	2	22	RENWICK	$0.00
445	91	51	16590	1	W	2	23	RENWICK	$0.00
445	91	51	16590	1	W	3	24	RENWICK	$0.00
445	91	51	16590	1	W	3	25	RENWICK	$0.00
445	91	51	16590	1	W	3	26	RENWICK	$0.00
445	91	51	16590	1	W	3	27	RENWICK	$0.00
445	91	51	16590	1	W	3	28	RENWICK	$0.00
445	91	51	16590	1	W	3	29	RENWICK	$0.00
445	91	51	16590	1	W	3	30	RENWICK	$0.00
445	91	51	16590	1	W	3	31	RENWICK	$0.00
445	91	51	16590	1	W	3	32	RENWICK	$0.00
445	91	51	16590	1	W	3	33	RENWICK	$0.00
445	91	51	16590	1	W	3	34	RENWICK	$0.00
445	91	51	16590	1	W	3	35	RENWICK	$0.00
445	91	51	16590	1	W	3	36	RENWICK	$0.00
445	91	51	16590	1	W	3	37	RENWICK	$0.00
445	91	51	16590	1	W	3	38	RENWICK	$0.00

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Book	Page	Parcel	Tract	Lot	Building	Floor Level	Unit Number	Project Name	Special Tax
445	91	51	16590	1	W	3	39	RENWICK	$0.00
445	91	51	16590	1	W	3	40	RENWICK	$0.00
445	91	51	16590	1	W	3	41	RENWICK	$0.00
445	91	51	16590	1	W	3	42	RENWICK	$0.00
445	91	51	16590	1	W	3	43	RENWICK	$0.00
445	91	51	16590	1	W	3	44	RENWICK	$0.00
445	91	51	16590	1	W	3	45	RENWICK	$0.00
445	91	51	16590	1	W	3	46	RENWICK	$0.00
445	91	51	16590	1	W	4	47	RENWICK	$0.00
445	91	51	16590	1	W	4	48	RENWICK	$0.00
445	91	51	16590	1	W	4	49	RENWICK	$0.00
445	91	51	16590	1	W	4	50	RENWICK	$0.00
445	91	51	16590	1	W	4	51	RENWICK	$0.00
445	91	51	16590	1	W	4	52	RENWICK	$0.00
445	91	51	16590	1	W	4	53	RENWICK	$0.00
445	91	51	16590	1	W	4	54	RENWICK	$0.00
445	91	51	16590	1	W	4	55	RENWICK	$0.00
445	91	51	16590	1	W	4	56	RENWICK	$0.00
445	91	51	16590	1	W	4	57	RENWICK	$0.00
445	91	51	16590	1	W	4	58	RENWICK	$0.00
445	91	51	16590	1	W	4	59	RENWICK	$0.00
445	91	51	16590	1	W	4	60	RENWICK	$0.00
445	91	51	16590	1	W	4	61	RENWICK	$0.00
445	91	51	16590	1	W	4	62	RENWICK	$0.00
445	91	51	16590	1	W	4	63	RENWICK	$0.00
445	91	51	16590	1	W	4	64	RENWICK	$0.00
445	91	51	16590	1	W	4	65	RENWICK	$0.00
445	91	51	16590	1	W	4	66	RENWICK	$0.00
445	91	51	16590	1	W	4	67	RENWICK	$0.00
445	91	51	16590	1	W	4	68	RENWICK	$0.00
445	91	51	16590	1	W	4	69	RENWICK	$0.00
445	91	51	16590	1	E	1	70	RENWICK	$0.00
445	91	51	16590	1	E	1	71	RENWICK	$0.00
445	91	51	16590	1	E	1	72	RENWICK	$0.00

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Book	Page	Parcel	Tract	Lot	Building	Floor Level	Unit Number	Project Name	Special Tax
445	91	51	16590	1	E	1	73	RENWICK	$0.00
445	91	51	16590	1	E	1	74	RENWICK	$0.00
445	91	51	16590	1	E	1	75	RENWICK	$0.00
445	91	51	16590	1	E	1	76	RENWICK	$0.00
445	91	51	16590	1	E	1	77	RENWICK	$0.00
445	91	51	16590	1	E	1	78	RENWICK	$0.00
445	91	51	16590	1	E	1	79	RENWICK	$0.00
445	91	51	16590	1	E	1	80	RENWICK	$0.00
445	91	51	16590	1	E	1	81	RENWICK	$0.00
445	91	51	16590	1	E	2	82	RENWICK	$0.00
445	91	51	16590	1	E	2	83	RENWICK	$0.00
445	91	51	16590	1	E	2	84	RENWICK	$0.00
445	91	51	16590	1	E	2	85	RENWICK	$0.00
445	91	51	16590	1	E	2	86	RENWICK	$0.00
445	91	51	16590	1	E	2	87	RENWICK	$0.00
445	91	51	16590	1	E	2	88	RENWICK	$0.00
445	91	51	16590	1	E	2	89	RENWICK	$0.00
445	91	51	16590	1	E	2	90	RENWICK	$0.00
445	91	51	16590	1	E	2	91	RENWICK	$0.00
445	91	51	16590	1	E	2	92	RENWICK	$0.00
445	91	51	16590	1	E	2	93	RENWICK	$0.00
445	91	51	16590	1	E	2	94	RENWICK	$0.00
445	91	51	16590	1	E	2	95	RENWICK	$0.00
445	91	51	16590	1	E	2	96	RENWICK	$0.00
445	91	51	16590	1	E	2	97	RENWICK	$0.00
445	91	51	16590	1	E	2	98	RENWICK	$0.00
445	91	51	16590	1	E	2	99	RENWICK	$0.00
445	91	51	16590	1	E	2	100	RENWICK	$0.00
445	91	51	16590	1	E	2	101	RENWICK	$0.00
445	91	51	16590	1	E	2	102	RENWICK	$0.00
445	91	51	16590	1	E	2	103	RENWICK	$0.00
445	91	51	16590	1	E	2	104	RENWICK	$0.00
445	91	51	16590	1	E	2	105	RENWICK	$0.00
445	91	51	16590	1	E	2	106	RENWICK	$0.00

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Book	Page	Parcel	Tract	Lot	Building	Floor Level	Unit Number	Project Name	Special Tax
445	91	51	16590	1	E	3	107	RENWICK	$0.00
445	91	51	16590	1	E	3	108	RENWICK	$0.00
445	91	51	16590	1	E	3	109	RENWICK	$0.00
445	91	51	16590	1	E	3	110	RENWICK	$0.00
445	91	51	16590	1	E	3	111	RENWICK	$0.00
445	91	51	16590	1	E	3	112	RENWICK	$0.00
445	91	51	16590	1	E	3	113	RENWICK	$0.00
445	91	51	16590	1	E	3	114	RENWICK	$0.00
445	91	51	16590	1	E	3	115	RENWICK	$0.00
445	91	51	16590	1	E	3	116	RENWICK	$0.00
445	91	51	16590	1	E	3	117	RENWICK	$0.00
445	91	51	16590	1	E	3	118	RENWICK	$0.00
445	91	51	16590	1	E	3	119	RENWICK	$0.00
445	91	51	16590	1	E	3	120	RENWICK	$0.00
445	91	51	16590	1	E	3	121	RENWICK	$0.00
445	91	51	16590	1	E	3	122	RENWICK	$0.00
445	91	51	16590	1	E	3	123	RENWICK	$0.00
445	91	51	16590	1	E	3	124	RENWICK	$0.00
445	91	51	16590	1	E	3	125	RENWICK	$0.00
445	91	51	16590	1	E	3	126	RENWICK	$0.00
445	91	51	16590	1	E	3	127	RENWICK	$0.00
445	91	51	16590	1	E	3	128	RENWICK	$0.00
445	91	51	16590	1	E	3	129	RENWICK	$0.00
445	91	51	16590	1	E	3	130	RENWICK	$0.00
445	91	51	16590	1	E	3	131	RENWICK	$0.00
445	91	51	16590	1	E	3	132	RENWICK	$0.00
445	91	51	16590	1	E	3	133	RENWICK	$0.00
445	91	51	16590	1	E	3	134	RENWICK	$0.00
445	91	51	16590	1	E	3	135	RENWICK	$0.00
445	91	51	16590	1	E	3	136	RENWICK	$0.00
445	91	51	16590	1	E	3	137	RENWICK	$0.00
445	91	51	16590	1	E	3	138	RENWICK	$0.00
445	91	51	16590	1	E	3	139	RENWICK	$0.00
445	91	51	16590	1	E	3	140	RENWICK	$0.00

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445	91	51	16590	1	E	3	141	RENWICK	$0.00
445	91	51	16590	1	E	3	142	RENWICK	$0.00
445	91	51	16590	1	E	3	143	RENWICK	$0.00
445	91	51	16590	1	E	4	144	RENWICK	$0.00
445	91	51	16590	1	E	4	145	RENWICK	$0.00
445	91	51	16590	1	E	4	146	RENWICK	$0.00
445	91	51	16590	1	E	4	147	RENWICK	$0.00
445	91	51	16590	1	E	4	148	RENWICK	$0.00
445	91	51	16590	1	E	4	149	RENWICK	$0.00
445	91	51	16590	1	E	4	150	RENWICK	$0.00
445	91	51	16590	1	E	4	151	RENWICK	$0.00
445	91	51	16590	1	E	4	152	RENWICK	$0.00
445	91	51	16590	1	E	4	153	RENWICK	$0.00
445	91	51	16590	1	E	4	154	RENWICK	$0.00
445	91	51	16590	1	E	4	155	RENWICK	$0.00
445	91	51	16590	1	E	4	156	RENWICK	$0.00
445	91	51	16590	1	E	4	157	RENWICK	$0.00
445	91	51	16590	1	E	4	158	RENWICK	$0.00
445	91	51	16590	1	E	4	159	RENWICK	$0.00
445	91	51	16590	1	E	4	160	RENWICK	$0.00
445	91	51	16590	1	E	4	161	RENWICK	$0.00
445	91	51	16590	1	E	4	162	RENWICK	$0.00
445	91	51	16590	1	E	4	163	RENWICK	$0.00
445	91	51	16590	1	E	4	164	RENWICK	$0.00
445	91	51	16590	1	E	4	165	RENWICK	$0.00
445	91	51	16590	1	E	4	166	RENWICK	$0.00
445	91	51	16590	1	E	4	167	RENWICK	$0.00
445	91	51	16590	1	E	4	168	RENWICK	$0.00
445	91	51	16590	1	E	4	169	RENWICK	$0.00
445	91	51	16590	1	E	4	170	RENWICK	$0.00
445	91	51	16590	1	E	4	171	RENWICK	$0.00
445	91	51	16590	1	E	4	172	RENWICK	$0.00
445	91	51	16590	1	E	4	173	RENWICK	$0.00
445	91	51	16590	1	E	4	174	RENWICK	$0.00

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445	91	51	16590	1	E	4	175	RENWICK	$0.00
445	91	51	16590	1	E	4	176	RENWICK	$0.00
445	91	51	16590	1	E	4	177	RENWICK	$0.00
445	91	51	16590	1	E	4	178	RENWICK	$0.00
445	91	51	16590	1	E	4	179	RENWICK	$0.00
445	91	51	16590	1	E	5	180	RENWICK	$0.00
445	91	51	16590	1	E	5	181	RENWICK	$0.00
445	91	51	16590	1	E	5	182	RENWICK	$0.00
445	91	51	16590	1	E	5	183	RENWICK	$0.00
445	91	51	16590	1	E	5	184	RENWICK	$0.00
445	91	51	16590	1	E	5	185	RENWICK	$0.00
445	91	51	16590	1	E	5	186	RENWICK	$0.00
445	91	51	16590	1	E	5	187	RENWICK	$0.00
445	91	51	16590	1	E	5	188	RENWICK	$0.00
445	91	51	16590	1	E	5	189	RENWICK	$0.00
445	91	51	16590	1	E	5	190	RENWICK	$0.00
445	91	51	16590	1	E	5	191	RENWICK	$0.00
445	91	51	16590	1	E	5	192	RENWICK	$0.00
445	91	51	16590	1	E	5	193	RENWICK	$0.00
445	91	51	16590	1	E	5	194	RENWICK	$0.00
445	91	51	16590	1	E	5	195	RENWICK	$0.00
445	91	51	16590	1	E	5	196	RENWICK	$0.00
445	91	51	16590	1	E	5	197	RENWICK	$0.00
445	91	51	16590	1	E	5	198	RENWICK	$0.00
445	91	51	16590	1	E	5	199	RENWICK	$0.00
445	91	51	16590	1	E	5	200	RENWICK	$0.00
445	91	51	16590	1	E	5	201	RENWICK	$0.00
445	91	51	16590	1	E	5	202	RENWICK	$0.00
445	91	51	16590	1	E	5	203	RENWICK	$0.00
445	91	51	16590	1	E	5	204	RENWICK	$0.00
445	91	51	16590	1	E	5	205	RENWICK	$0.00
445	91	51	16590	1	E	5	206	RENWICK	$0.00
445	91	51	16590	1	E	5	207	RENWICK	$0.00
445	91	51	16590	1	E	5	208	RENWICK	$0.00

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Book	Page	Parcel	Tract	Lot	Building	Floor Level	Unit Number	Project Name	Special Tax
445	91	51	16590	1	E	5	209	RENWICK	$0.00
445	91	51	16590	1	E	5	210	RENWICK	$0.00
445	91	51	16590	1	E	5	211	RENWICK	$0.00
445	91	51	16590	2	NA	NA	NA	RENWICK	$0.00
445	91	52	16590	2	NA	NA	NA	RENWICK	$0.00
445	91	51	16590	3	NA	NA	NA	NA	$0.00
445	91	32	16590	8	NA	NA	NA	NA	$0.00
445	91	47	16590	B	NA	NA	NA	NA	$0.00
445	91	48	16590	C	NA	NA	NA	NA	$0.00
445	231	36	16590	D	NA	NA	NA	NA	$0.00
445	231	34	16590	E	NA	NA	NA	NA	$0.00
930	248	79	16989	2	NA	NA	1	Maxfield	$1,221.44
930	248	80	16989	2	NA	NA	2	Maxfield	$1,221.44
930	248	81	16989	2	NA	NA	3	Maxfield	$858.98
930	248	82	16989	2	NA	NA	4	Maxfield	$1,221.44
930	248	83	16989	2	NA	NA	5	Maxfield	$1,221.44
930	248	84	16989	2	NA	NA	6	Maxfield	$858.98
930	248	85	16989	2	NA	NA	7	Maxfield	$858.98
930	248	86	16989	2	NA	NA	8	Maxfield	$1,221.44
930	248	87	16989	2	NA	NA	9	Maxfield	$1,221.44
930	248	88	16989	3	NA	NA	10	Maxfield	$1,221.44
930	248	89	16989	3	NA	NA	11	Maxfield	$1,221.44
930	248	90	16989	3	NA	NA	12	Maxfield	$858.98
930	248	91	16989	3	NA	NA	13	Maxfield	$858.98
930	248	92	16989	3	NA	NA	14	Maxfield	$1,221.44
930	248	93	16989	3	NA	NA	15	Maxfield	$1,221.44
930	248	94	16989	3	NA	NA	16	Maxfield	$858.98
930	248	95	16989	3	NA	NA	17	Maxfield	$1,221.44
930	248	96	16989	3	NA	NA	18	Maxfield	$1,221.44
930	248	97	16989	3	NA	NA	19	Maxfield	$1,221.44
930	248	98	16989	3	NA	NA	20	Maxfield	$1,221.44
930	248	99	16989	3	NA	NA	21	Maxfield	$858.98
930	249	0	16989	3	NA	NA	22	Maxfield	$1,221.44
930	249	1	16989	3	NA	NA	23	Maxfield	$1,221.44

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930	249	2	16989	3	NA	NA	24	Maxfield	$858.98
930	249	3	16989	3	NA	NA	25	Maxfield	$858.98
930	249	4	16989	3	NA	NA	26	Maxfield	$1,221.44
930	249	5	16989	3	NA	NA	27	Maxfield	$1,221.44
930	248	61	16989	4	NA	NA	28	Maxfield	$1,221.44
930	248	62	16989	4	NA	NA	29	Maxfield	$1,221.44
930	248	63	16989	4	NA	NA	30	Maxfield	$858.98
930	248	64	16989	4	NA	NA	31	Maxfield	$858.98
930	248	65	16989	4	NA	NA	32	Maxfield	$1,221.44
930	248	66	16989	4	NA	NA	33	Maxfield	$1,221.44
930	248	67	16989	4	NA	NA	34	Maxfield	$858.98
930	248	68	16989	4	NA	NA	35	Maxfield	$1,221.44
930	248	69	16989	4	NA	NA	36	Maxfield	$1,221.44
930	248	70	16989	4	NA	NA	37	Maxfield	$1,221.44
930	248	71	16989	4	NA	NA	38	Maxfield	$1,221.44
930	248	72	16989	4	NA	NA	39	Maxfield	$858.98
930	248	73	16989	4	NA	NA	40	Maxfield	$1,221.44
930	248	74	16989	4	NA	NA	41	Maxfield	$1,221.44
930	248	75	16989	4	NA	NA	42	Maxfield	$858.98
930	248	76	16989	4	NA	NA	43	Maxfield	$858.98
930	248	77	16989	4	NA	NA	44	Maxfield	$1,221.44
930	248	78	16989	4	NA	NA	45	Maxfield	$1,221.44
930	242	20	16989	5	NA	NA	46	Maxfield	$998.78
930	242	21	16989	5	NA	NA	47	Maxfield	$1,221.44
930	242	22	16989	5	NA	NA	48	Maxfield	$684.72
930	242	23	16989	5	NA	NA	49	Maxfield	$684.72
930	242	24	16989	5	NA	NA	50	Maxfield	$1,221.44
930	242	25	16989	5	NA	NA	51	Maxfield	$998.78
930	242	26	16989	5	NA	NA	52	Maxfield	$684.72
930	242	27	16989	5	NA	NA	53	Maxfield	$1,221.44
930	242	28	16989	5	NA	NA	54	Maxfield	$998.78
930	242	43	16989	6	NA	NA	55	Maxfield	$998.78
930	242	44	16989	6	NA	NA	56	Maxfield	$1,221.44
930	242	45	16989	6	NA	NA	57	Maxfield	$684.72

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930	242	46	16989	6	NA	NA	58	Maxfield	$998.78
930	242	47	16989	6	NA	NA	59	Maxfield	$1,221.44
930	242	48	16989	6	NA	NA	60	Maxfield	$684.72
930	242	49	16989	6	NA	NA	61	Maxfield	$684.72
930	242	50	16989	6	NA	NA	62	Maxfield	$1,221.44
930	242	51	16989	6	NA	NA	63	Maxfield	$998.78
930	243	28	16989	7	NA	NA	64	Maxfield	$998.78
930	243	29	16989	7	NA	NA	65	Maxfield	$1,221.44
930	243	30	16989	7	NA	NA	66	Maxfield	$684.72
930	243	31	16989	7	NA	NA	67	Maxfield	$684.72
930	243	32	16989	7	NA	NA	68	Maxfield	$1,221.44
930	243	33	16989	7	NA	NA	69	Maxfield	$998.78
930	243	34	16989	7	NA	NA	70	Maxfield	$684.72
930	243	35	16989	7	NA	NA	71	Maxfield	$1,221.44
930	243	36	16989	7	NA	NA	72	Maxfield	$998.78
930	243	1	16989	8	NA	NA	73	Maxfield	$998.78
930	243	2	16989	8	NA	NA	74	Maxfield	$1,221.44
930	243	3	16989	8	NA	NA	75	Maxfield	$684.72
930	243	4	16989	8	NA	NA	76	Maxfield	$998.78
930	243	5	16989	8	NA	NA	77	Maxfield	$1,221.44
930	243	6	16989	8	NA	NA	78	Maxfield	$684.72
930	243	7	16989	8	NA	NA	79	Maxfield	$684.72
930	243	8	16989	8	NA	NA	80	Maxfield	$1,221.44
930	243	9	16989	8	NA	NA	81	Maxfield	$998.78
930	243	53	16989	9	10	NA	82	Maxfield	$1,221.44
930	243	54	16989	9	10	NA	83	Maxfield	$1,221.44
930	243	55	16989	9	10	NA	84	Maxfield	$858.98
930	243	56	16989	9	10	NA	85	Maxfield	$858.98
930	243	57	16989	9	10	NA	86	Maxfield	$1,221.44
930	243	58	16989	9	10	NA	87	Maxfield	$1,221.44
930	243	59	16989	9	10	NA	88	Maxfield	$858.98
930	243	60	16989	9	10	NA	89	Maxfield	$1,221.44
930	243	61	16989	9	10	NA	90	Maxfield	$1,221.44
930	243	62	16989	9	11	NA	91	Maxfield	$1,221.44

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930	243	63	16989	9	11	NA	92	Maxfield	$1,221.44
930	243	64	16989	9	11	NA	93	Maxfield	$858.98
930	243	65	16989	9	11	NA	94	Maxfield	$1,221.44
930	243	66	16989	9	11	NA	95	Maxfield	$1,221.44
930	243	67	16989	9	11	NA	96	Maxfield	$858.98
930	243	68	16989	9	11	NA	97	Maxfield	$858.98
930	243	69	16989	9	11	NA	98	Maxfield	$1,221.44
930	243	70	16989	9	11	NA	99	Maxfield	$1,221.44
930	243	71	16989	10	12	NA	100	Maxfield	$1,221.44
930	243	72	16989	10	12	NA	101	Maxfield	$1,221.44
930	243	73	16989	10	12	NA	102	Maxfield	$858.98
930	243	74	16989	10	12	NA	103	Maxfield	$858.98
930	243	75	16989	10	12	NA	104	Maxfield	$1,221.44
930	243	76	16989	10	12	NA	105	Maxfield	$1,221.44
930	243	77	16989	10	12	NA	106	Maxfield	$858.98
930	243	78	16989	10	12	NA	107	Maxfield	$1,221.44
930	243	79	16989	10	12	NA	108	Maxfield	$1,221.44
930	243	80	16989	10	13	NA	109	Maxfield	$1,221.44
930	243	81	16989	10	13	NA	110	Maxfield	$1,221.44
930	243	82	16989	10	13	NA	111	Maxfield	$858.98
930	243	83	16989	10	13	NA	112	Maxfield	$1,221.44
930	243	84	16989	10	13	NA	113	Maxfield	$1,221.44
930	243	85	16989	10	13	NA	114	Maxfield	$858.98
930	243	86	16989	10	13	NA	115	Maxfield	$858.98
930	243	87	16989	10	13	NA	116	Maxfield	$1,221.44
930	243	88	16989	10	13	NA	117	Maxfield	$1,221.44
930	242	29	16989	30	NA	NA	1	Granville	$998.78
930	242	30	16989	30	NA	NA	2	Granville	$998.78
930	242	31	16989	30	NA	NA	3	Granville	$998.78
930	242	32	16989	30	NA	NA	4	Granville	$998.78
930	242	33	16989	30	NA	NA	5	Granville	$998.78
930	242	76	16989	30	2	NA	6	Granville	$1,221.44
930	242	77	16989	30	2	NA	7	Granville	$1,221.44
930	242	78	16989	30	2	NA	8	Granville	$1,221.44

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Book	Page	Parcel	Tract	Lot	Building	Floor Level	Unit Number	Project Name	Special Tax
930	242	79	16989	30	2	NA	9	Granville	$1,221.44
930	242	80	16989	30	2	NA	10	Granville	$1,221.44
930	242	81	16989	29	3	NA	11	Granville	$1,221.44
930	242	82	16989	29	3	NA	12	Granville	$998.78
930	242	83	16989	29	3	NA	13	Granville	$998.78
930	242	84	16989	29	3	NA	14	Granville	$998.78
930	242	85	16989	29	3	NA	15	Granville	$998.78
930	242	86	16989	29	NA	NA	16	Granville	$998.78
930	242	87	16989	29	NA	NA	17	Granville	$998.78
930	242	88	16989	29	NA	NA	18	Granville	$998.78
930	242	89	16989	29	NA	NA	19	Granville	$998.78
930	242	90	16989	29	NA	NA	20	Granville	$998.78
930	242	91	16989	29	NA	NA	21	Granville	$998.78
930	242	92	16989	29	NA	NA	22	Granville	$1,221.44
930	242	69	16989	33	5	NA	23	Granville	$1,221.44
930	242	70	16989	33	5	NA	24	Granville	$998.78
930	242	71	16989	33	5	NA	25	Granville	$998.78
930	242	72	16989	33	5	NA	26	Granville	$998.78
930	242	73	16989	33	5	NA	27	Granville	$998.78
930	242	74	16989	33	5	NA	28	Granville	$998.78
930	242	75	16989	33	5	NA	29	Granville	$998.78
930	242	58	16989	34	NA	NA	30	Granville	$998.78
930	242	59	16989	34	NA	NA	31	Granville	$998.78
930	242	60	16989	34	NA	NA	32	Granville	$858.98
930	242	61	16989	34	NA	NA	33	Granville	$858.98
930	242	34	16989	31	NA	NA	34	Granville	$998.78
930	242	35	16989	31	NA	NA	35	Granville	$998.78
930	242	36	16989	31	NA	NA	36	Granville	$858.98
930	242	37	16989	31	NA	NA	37	Granville	$998.78
930	242	62	16989	32	8	NA	38	Granville	$998.78
930	242	63	16989	32	8	NA	39	Granville	$998.78
930	242	64	16989	32	8	NA	40	Granville	$998.78
930	242	65	16989	32	8	NA	41	Granville	$998.78
930	242	66	16989	32	8	NA	42	Granville	$998.78

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930	242	67	16989	32	8	NA	43	Granville	$998.78
930	242	68	16989	32	8	NA	44	Granville	$1,221.44
930	242	38	16989	1	NA	NA	45	Granville	$998.78
930	242	39	16989	1	NA	NA	46	Granville	$998.78
930	242	40	16989	1	NA	NA	47	Granville	$998.78
930	242	41	16989	1	NA	NA	48	Granville	$998.78
930	242	42	16989	1	NA	NA	49	Granville	$998.78
930	242	1	16989	12	NA	NA	50	Granville	$998.78
930	242	2	16989	12	NA	NA	51	Granville	$998.78
930	242	3	16989	12	NA	NA	52	Granville	$998.78
930	242	4	16989	12	NA	NA	53	Granville	$998.78
930	242	5	16989	12	NA	NA	54	Granville	$998.78
930	242	6	16989	11	NA	NA	55	Granville	$998.78
930	242	7	16989	11	NA	NA	56	Granville	$998.78
930	242	8	16989	11	NA	NA	57	Granville	$858.98
930	242	9	16989	11	NA	NA	58	Granville	$998.78
445	231	18	16989	28	NA	NA	59	Granville	$0.00
445	231	18	16989	28	NA	NA	60	Granville	$0.00
445	231	18	16989	28	NA	NA	61	Granville	$0.00
445	231	18	16989	28	NA	NA	62	Granville	$0.00
445	231	17	16989	27	NA	NA	63	Granville	$0.00
445	231	17	16989	27	NA	NA	64	Granville	$0.00
445	231	17	16989	27	NA	NA	65	Granville	$0.00
445	231	17	16989	27	NA	NA	66	Granville	$0.00
445	231	17	16989	27	NA	NA	67	Granville	$0.00
445	231	17	16989	27	NA	NA	68	Granville	$0.00
445	231	17	16989	27	NA	NA	69	Granville	$0.00
445	231	17	16989	27	NA	NA	70	Granville	$0.00
445	231	17	16989	27	NA	NA	71	Granville	$0.00
445	231	17	16989	27	NA	NA	72	Granville	$0.00
445	231	17	16989	27	NA	NA	73	Granville	$0.00
445	231	17	16989	27	NA	NA	74	Granville	$0.00
445	231	17	16989	27	NA	NA	75	Granville	$0.00
445	231	17	16989	27	NA	NA	76	Granville	$0.00

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445	231	17	16989	27	NA	NA	77	Granville	$0.00
445	231	17	16989	27	NA	NA	78	Granville	$0.00
445	231	17	16989	27	NA	NA	79	Granville	$0.00
445	231	17	16989	27	NA	NA	80	Granville	$0.00
445	231	17	16989	27	NA	NA	81	Granville	$0.00
445	231	17	16989	27	NA	NA	82	Granville	$0.00
445	231	16	16989	26	NA	NA	83	Granville	$0.00
445	231	16	16989	26	NA	NA	84	Granville	$0.00
445	231	16	16989	26	NA	NA	85	Granville	$0.00
445	231	16	16989	26	NA	NA	86	Granville	$0.00
445	231	16	16989	26	NA	NA	87	Granville	$0.00
445	231	16	16989	26	NA	NA	88	Granville	$0.00
445	231	16	16989	26	NA	NA	89	Granville	$0.00
445	231	16	16989	26	NA	NA	90	Granville	$0.00
445	231	16	16989	26	NA	NA	91	Granville	$0.00
445	231	16	16989	26	NA	NA	92	Granville	$0.00
445	231	16	16989	26	NA	NA	93	Granville	$0.00
445	231	16	16989	26	NA	NA	94	Granville	$0.00
445	231	15	16989	25	NA	NA	95	Granville	$0.00
445	231	15	16989	25	NA	NA	96	Granville	$0.00
445	231	15	16989	25	NA	NA	97	Granville	$0.00
445	231	15	16989	25	NA	NA	98	Granville	$0.00
445	231	15	16989	25	NA	NA	99	Granville	$0.00
445	231	15	16989	25	NA	NA	100	Granville	$0.00
445	231	15	16989	25	NA	NA	101	Granville	$0.00
445	231	15	16989	25	NA	NA	102	Granville	$0.00
445	231	14	16989	24	NA	NA	103	Granville	$0.00
445	231	14	16989	24	NA	NA	104	Granville	$0.00
445	231	14	16989	24	NA	NA	105	Granville	$0.00
445	231	13	16989	23	NA	NA	106	Granville	$0.00
445	231	13	16989	23	NA	NA	107	Granville	$0.00
445	231	13	16989	23	NA	NA	108	Granville	$0.00
445	231	13	16989	23	NA	NA	109	Granville	$0.00
445	231	13	16989	23	NA	NA	110	Granville	$0.00

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445	231	12	16989	22	NA	NA	111	Granville	$0.00
445	231	12	16989	22	NA	NA	112	Granville	$0.00
445	231	12	16989	22	NA	NA	113	Granville	$0.00
445	231	12	16989	22	NA	NA	114	Granville	$0.00
445	231	12	16989	22	NA	NA	115	Granville	$0.00
445	231	12	16989	22	NA	NA	116	Granville	$0.00
445	231	12	16989	22	NA	NA	117	Granville	$0.00
445	231	12	16989	22	NA	NA	118	Granville	$0.00
445	231	12	16989	22	NA	NA	119	Granville	$0.00
445	231	11	16989	21	NA	NA	120	Granville	$0.00
445	231	11	16989	21	NA	NA	121	Granville	$0.00
445	231	11	16989	21	NA	NA	122	Granville	$0.00
445	231	11	16989	21	NA	NA	123	Granville	$0.00
445	231	11	16989	21	NA	NA	124	Granville	$0.00
445	231	11	16989	21	NA	NA	125	Granville	$0.00
930	242	10	16989	15	NA	NA	1	Chelsea	$1,444.06
930	242	11	16989	15	NA	NA	2	Chelsea	$998.78
930	242	12	16989	15	NA	NA	3	Chelsea	$1,444.06
930	242	13	16989	15	NA	NA	4	Chelsea	$1,444.06
930	242	14	16989	15	NA	NA	5	Chelsea	$1,444.06
930	242	15	16989	15	NA	NA	6	Chelsea	$1,444.06
930	242	16	16989	15	NA	NA	7	Chelsea	$1,444.06
930	242	17	16989	15	NA	NA	8	Chelsea	$1,444.06
930	242	18	16989	15	NA	NA	9	Chelsea	$1,444.06
930	242	19	16989	15	NA	NA	10	Chelsea	$998.78
930	242	52	16989	16	NA	NA	11	Chelsea	$998.78
930	242	53	16989	16	NA	NA	12	Chelsea	$1,444.06
930	242	54	16989	16	NA	NA	13	Chelsea	$1,444.06
930	242	55	16989	16	NA	NA	14	Chelsea	$1,444.06
930	242	56	16989	16	NA	NA	15	Chelsea	$1,444.06
930	242	57	16989	16	NA	NA	16	Chelsea	$998.78
930	243	19	16989	14	NA	NA	17	Chelsea	$998.78
930	243	20	16989	14	NA	NA	18	Chelsea	$1,444.06
930	243	21	16989	14	NA	NA	19	Chelsea	$1,444.06

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930	243	22	16989	14	NA	NA	20	Chelsea	$1,444.06
930	243	23	16989	14	NA	NA	21	Chelsea	$1,444.06
930	243	24	16989	14	NA	NA	22	Chelsea	$1,444.06
930	243	25	16989	14	NA	NA	23	Chelsea	$1,444.06
930	243	26	16989	14	NA	NA	24	Chelsea	$998.78
930	243	27	16989	14	NA	NA	25	Chelsea	$998.78
930	243	10	16989	14	NA	NA	26	Chelsea	$998.78
930	243	11	16989	14	NA	NA	27	Chelsea	$1,444.06
930	243	12	16989	14	NA	NA	28	Chelsea	$1,444.06
930	243	13	16989	14	NA	NA	29	Chelsea	$1,444.06
930	243	14	16989	14	NA	NA	30	Chelsea	$1,444.06
930	243	15	16989	14	NA	NA	31	Chelsea	$1,444.06
930	243	16	16989	14	NA	NA	32	Chelsea	$1,444.06
930	243	17	16989	14	NA	NA	33	Chelsea	$1,444.06
930	243	18	16989	14	NA	NA	34	Chelsea	$998.78
445	231	6	16989	13	5	NA	35	Chelsea	$1,221.44
445	231	6	16989	13	5	NA	36	Chelsea	$1,444.06
445	231	6	16989	13	5	NA	37	Chelsea	$1,444.06
445	231	6	16989	13	5	NA	38	Chelsea	$1,444.06
445	231	6	16989	13	5	NA	39	Chelsea	$1,444.06
445	231	6	16989	13	5	NA	40	Chelsea	$1,221.44
445	231	6	16989	13	NA	NA	41	Chelsea	$1,221.44
445	231	6	16989	13	NA	NA	42	Chelsea	$1,444.06
445	231	6	16989	13	NA	NA	43	Chelsea	$1,444.06
445	231	6	16989	13	NA	NA	44	Chelsea	$1,444.06
445	231	6	16989	13	NA	NA	45	Chelsea	$1,444.06
445	231	6	16989	13	NA	NA	46	Chelsea	$1,444.06
445	231	6	16989	13	NA	NA	47	Chelsea	$1,444.06
445	231	6	16989	13	NA	NA	48	Chelsea	$1,221.44
445	231	6	16989	13	NA	NA	49	Chelsea	$1,444.06
930	247	25	16989	20	NA	NA	50	Chelsea	$1,444.06
930	247	26	16989	20	NA	NA	51	Chelsea	$1,221.44
930	247	27	16989	20	NA	NA	52	Chelsea	$1,444.06
930	247	28	16989	20	NA	NA	53	Chelsea	$1,444.06

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930	247	29	16989	20	NA	NA	54	Chelsea	$1,444.06
930	247	30	16989	20	NA	NA	55	Chelsea	$1,444.06
930	247	31	16989	20	NA	NA	56	Chelsea	$1,444.06
930	247	32	16989	20	NA	NA	57	Chelsea	$1,444.06
930	247	33	16989	20	NA	NA	58	Chelsea	$1,221.44
930	247	19	16989	20	NA	NA	59	Chelsea	$1,221.44
930	247	20	16989	20	NA	NA	60	Chelsea	$1,444.06
930	247	21	16989	20	NA	NA	61	Chelsea	$1,444.06
930	247	22	16989	20	NA	NA	62	Chelsea	$1,444.06
930	247	23	16989	20	NA	NA	63	Chelsea	$1,444.06
930	247	24	16989	20	NA	NA	64	Chelsea	$1,221.44
930	247	1	16989	19	NA	NA	65	Chelsea	$1,221.44
930	247	2	16989	19	NA	NA	66	Chelsea	$1,444.06
930	247	3	16989	19	NA	NA	67	Chelsea	$1,444.06
930	247	4	16989	19	NA	NA	68	Chelsea	$1,444.06
930	247	5	16989	19	NA	NA	69	Chelsea	$1,444.06
930	247	6	16989	19	NA	NA	70	Chelsea	$1,444.06
930	247	7	16989	19	NA	NA	71	Chelsea	$1,444.06
930	247	8	16989	19	NA	NA	72	Chelsea	$1,444.06
930	247	9	16989	19	NA	NA	73	Chelsea	$1,221.44
930	247	10	16989	19	NA	NA	74	Chelsea	$1,221.44
930	247	11	16989	19	NA	NA	75	Chelsea	$1,444.06
930	247	12	16989	19	NA	NA	76	Chelsea	$1,444.06
930	247	13	16989	19	NA	NA	77	Chelsea	$1,444.06
930	247	14	16989	19	NA	NA	78	Chelsea	$1,444.06
930	247	15	16989	19	NA	NA	79	Chelsea	$1,444.06
930	247	16	16989	19	NA	NA	80	Chelsea	$1,444.06
930	247	17	16989	19	NA	NA	81	Chelsea	$1,444.06
930	247	18	16989	19	NA	NA	82	Chelsea	$1,221.44
930	243	37	16989	17	11	NA	83	Chelsea	$1,221.44
930	243	38	16989	17	11	NA	84	Chelsea	$1,444.06
930	243	39	16989	17	11	NA	85	Chelsea	$1,444.06
930	243	40	16989	17	11	NA	86	Chelsea	$1,444.06
930	243	41	16989	17	11	NA	87	Chelsea	$1,444.06

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930	243	42	16989	17	11	NA	88	Chelsea	$1,221.44
930	243	43	16989	18	12	NA	89	Chelsea	$1,221.44
930	243	44	16989	18	12	NA	90	Chelsea	$1,444.06
930	243	45	16989	18	12	NA	91	Chelsea	$1,444.06
930	243	46	16989	18	12	NA	92	Chelsea	$1,444.06
930	243	47	16989	18	12	NA	93	Chelsea	$1,444.06
930	243	48	16989	18	12	NA	94	Chelsea	$1,444.06
930	243	49	16989	18	12	NA	95	Chelsea	$1,444.06
930	243	50	16989	18	12	NA	96	Chelsea	$1,444.06
930	243	51	16989	18	12	NA	97	Chelsea	$1,221.44
930	243	52	16989	18	12	NA	98	Chelsea	$1,444.06
445	231	24	16989	M	NA	NA	NA	Chelsea	$0.00
445	231	25	16989	Z	NA	NA	NA	Chelsea	$0.00
445	231	26	16989	AA	NA	NA	NA	Chelsea	$0.00
445	231	27	16989	L	NA	NA	NA	Chelsea	$0.00
445	231	28	16989	BB	NA	NA	NA	Granville	$0.00
445	231	29	16989	Q	NA	NA	NA	Granville	$0.00
445	231	30	16989	P	NA	NA	NA	Granville	$0.00
445	231	31	16989	N	NA	NA	NA	Granville	$0.00
445	231	32	16989	O	NA	NA	NA	Granville	$0.00
445	231	33	16989	R	NA	NA	NA	Granville	$0.00
445	231	34	16989	W	NA	NA	NA	NA	$0.00
445	231	19	16989	H	NA	NA	NA	Maxfield	$0.00
445	231	20	16989	G	NA	NA	NA	Maxfield	$0.00
445	231	22	16989	X	NA	NA	NA	Chelsea	$0.00
445	231	23	16989	J	NA	NA	NA	Chelsea	$0.00
445	241	17	16989	E	NA	NA	NA	Maxfield	$0.00
445	241	18	16989	D	NA	NA	NA	Maxfield	$0.00
445	241	19	16989	C	NA	NA	NA	Maxfield	$0.00
445	241	20	16989	B	NA	NA	NA	Granville	$0.00
445	241	21	16989	I	NA	NA	NA	Granville	$0.00
445	241	22	16989	A	NA	NA	NA	Granville	$0.00
445	241	23	16989	U	NA	NA	NA	Granville	$0.00
445	241	25	16989	T	NA	NA	NA	Granville	$0.00

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445	241	26	16989	S	NA	NA	NA	Granville	$0.00
445	241	27	16989	Y	NA	NA	NA	Chelsea	$0.00
445	241	28	16989	K	NA	NA	NA	Chelsea	$0.00
445	241	29	16989	W	NA	NA	NA	Chelsea	$0.00
445	241	24	16989	V	NA	NA	NA	Granville	$0.00

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Book [1]	Page [1]	Parcel [1]	Tract	Lot	Building	Floor Level	Unit Number	Project Name	Special Tax
0	0	0	17756	1	2	4	9	Tribeca	$858.98
0	0	0	17756	1	2	3	10	Tribeca	$1,221.44
0	0	0	17756	1	2	4	11	Tribeca	$1,221.44
0	0	0	17756	1	2	2	12	Tribeca	$1,221.44
0	0	0	17756	1	2	3	13	Tribeca	$858.98
0	0	0	17756	1	2	2	14	Tribeca	$998.78
0	0	0	17756	1	2	2	15	Tribeca	$998.78
0	0	0	17756	1	2	3	16	Tribeca	$858.98
0	0	0	17756	1	2	2	17	Tribeca	$1,221.44
0	0	0	17756	1	2	4	18	Tribeca	$1,221.44
0	0	0	17756	1	2	3	19	Tribeca	$1,221.44
0	0	0	17756	1	2	4	20	Tribeca	$858.98
0	0	0	17756	1	0	0	1	Tribeca	$1,444.06
0	0	0	17756	1	0	0	2	Tribeca	$1,444.06
0	0	0	17756	1	0	0	3	Tribeca	$1,444.06
0	0	0	17756	1	0	0	4	Tribeca	$1,444.06
0	0	0	17756	1	0	0	5	Tribeca	$1,444.06
0	0	0	17756	1	0	0	6	Tribeca	$1,444.06
0	0	0	17756	1	0	0	7	Tribeca	$1,444.06
0	0	0	17756	1	0	0	8	Tribeca	$1,444.06
0	0	0	17756	21	0	A	142	Rockefeller	$1,444.06
0	0	0	17756	21	0	A	141	Rockefeller	$1,444.06
0	0	0	17756	23	25	1	1202	Hudson	$684.72
0	0	0	17756	23	25	1	1204	Hudson	$684.72
0	0	0	17756	23	25	1	1206	Hudson	$684.72
0	0	0	17756	23	25	1	1208	Hudson	$684.72
0	0	0	17756	23	25	1	1210	Hudson	$684.72
0	0	0	17756	23	25	1	1212	Hudson	$684.72
0	0	0	17756	23	25	1	1214	Hudson	$684.72
0	0	0	17756	23	25	1	1216	Hudson	$858.98
0	0	0	17756	23	25	1	1218	Hudson	$684.72
0	0	0	17756	23	25	1	1220	Hudson	$684.72
0	0	0	17756	23	25	1	1222	Hudson	$684.72
0	0	0	17756	23	25	1	1224	Hudson	$684.72
0	0	0	17756	23	25	1	1226	Hudson	$684.72
0	0	0	17756	23	25	1	1228	Hudson	$684.72

Santa Ana Unified School District
Community Facilities District No. 2004-1
Special Tax Levy for Fiscal Year 2017-18

Book [1]	Page [1]	Parcel [1]	Tract	Lot	Building	Floor Level	Unit Number	Project Name	Special Tax
0	0	0	17756	23	25	1	1230	Hudson	$684.72
0	0	0	17756	23	25	1	1232	Hudson	$684.72
0	0	0	17756	23	25	1	1234	Hudson	$684.72
0	0	0	17756	23	25	1	1236	Hudson	$858.98
0	0	0	17756	23	25	1	1238	Hudson	$684.72
0	0	0	17756	23	25	1	1240	Hudson	$684.72
0	0	0	17756	23	25	1	1242	Hudson	$684.72
0	0	0	17756	23	25	1	1244	Hudson	$684.72
0	0	0	17756	23	25	2	1302	Hudson	$684.72
0	0	0	17756	23	25	2	1304	Hudson	$684.72
0	0	0	17756	23	25	2	1306	Hudson	$684.72
0	0	0	17756	23	25	2	1308	Hudson	$684.72
0	0	0	17756	23	25	2	1310	Hudson	$684.72
0	0	0	17756	23	25	2	1312	Hudson	$684.72
0	0	0	17756	23	25	2	1314	Hudson	$684.72
0	0	0	17756	23	25	2	1316	Hudson	$858.98
0	0	0	17756	23	25	2	1318	Hudson	$684.72
0	0	0	17756	23	25	2	1320	Hudson	$684.72
0	0	0	17756	23	25	2	1322	Hudson	$684.72
0	0	0	17756	23	25	2	1324	Hudson	$684.72
0	0	0	17756	23	25	2	1326	Hudson	$684.72
0	0	0	17756	23	25	2	1328	Hudson	$684.72
0	0	0	17756	23	25	2	1330	Hudson	$684.72
0	0	0	17756	23	25	2	1332	Hudson	$684.72
0	0	0	17756	23	25	2	1334	Hudson	$684.72
0	0	0	17756	23	25	2	1336	Hudson	$858.98
0	0	0	17756	23	25	2	1338	Hudson	$684.72
0	0	0	17756	23	25	2	1340	Hudson	$684.72
0	0	0	17756	23	25	2	1342	Hudson	$684.72
0	0	0	17756	23	25	2	1344	Hudson	$684.72
0	0	0	17756	23	25	3	1402	Hudson	$684.72
0	0	0	17756	23	25	3	1404	Hudson	$684.72
0	0	0	17756	23	25	3	1406	Hudson	$684.72
0	0	0	17756	23	25	3	1408	Hudson	$684.72
0	0	0	17756	23	25	3	1410	Hudson	$684.72
0	0	0	17756	23	25	3	1412	Hudson	$684.72

Santa Ana Unified School District
Community Facilities District No. 2004-1
Special Tax Levy for Fiscal Year 2017-18

Book [1]	Page [1]	Parcel [1]	Tract	Lot	Building	Floor Level	Unit Number	Project Name	Special Tax
0	0	0	17756	23	25	3	1414	Hudson	$684.72
0	0	0	17756	23	25	3	1416	Hudson	$858.98
0	0	0	17756	23	25	3	1418	Hudson	$684.72
0	0	0	17756	23	25	3	1420	Hudson	$684.72
0	0	0	17756	23	25	3	1422	Hudson	$684.72
0	0	0	17756	23	25	3	1424	Hudson	$684.72
0	0	0	17756	23	25	3	1426	Hudson	$684.72
0	0	0	17756	23	25	3	1428	Hudson	$684.72
0	0	0	17756	23	25	3	1430	Hudson	$684.72
0	0	0	17756	23	25	3	1432	Hudson	$684.72
0	0	0	17756	23	25	3	1434	Hudson	$684.72
0	0	0	17756	23	25	3	1436	Hudson	$858.98
0	0	0	17756	23	25	3	1438	Hudson	$684.72
0	0	0	17756	23	25	3	1440	Hudson	$684.72
0	0	0	17756	23	25	3	1442	Hudson	$684.72
0	0	0	17756	23	25	3	1444	Hudson	$684.72
0	0	0	17756	23	25	4	1502	Hudson	$684.72
0	0	0	17756	23	25	4	1504	Hudson	$684.72
0	0	0	17756	23	25	4	1506	Hudson	$684.72
0	0	0	17756	23	25	4	1508	Hudson	$684.72
0	0	0	17756	23	25	4	1510	Hudson	$684.72
0	0	0	17756	23	25	4	1512	Hudson	$684.72
0	0	0	17756	23	25	4	1514	Hudson	$684.72
0	0	0	17756	23	25	4	1516	Hudson	$858.98
0	0	0	17756	23	25	4	1518	Hudson	$684.72
0	0	0	17756	23	25	4	1520	Hudson	$684.72
0	0	0	17756	23	25	4	1522	Hudson	$684.72
0	0	0	17756	23	25	4	1524	Hudson	$684.72
0	0	0	17756	23	25	4	1526	Hudson	$684.72
0	0	0	17756	23	25	4	1528	Hudson	$684.72
0	0	0	17756	23	25	4	1530	Hudson	$684.72
0	0	0	17756	23	25	4	1532	Hudson	$684.72
0	0	0	17756	23	25	4	1534	Hudson	$684.72
0	0	0	17756	23	25	4	1536	Hudson	$858.98
0	0	0	17756	23	25	4	1538	Hudson	$684.72
0	0	0	17756	23	25	4	1540	Hudson	$684.72

Santa Ana Unified School District
Community Facilities District No. 2004-1
Special Tax Levy for Fiscal Year 2017-18

Book [1]	Page [1]	Parcel [1]	Tract	Lot	Building	Floor Level	Unit Number	Project Name	Special Tax
0	0	0	17756	23	25	4	1542	Hudson	$684.72
0	0	0	17756	23	25	4	1544	Hudson	$684.72
0	0	0	17756	23	26	1	2202	Hudson	$858.98
0	0	0	17756	23	26	1	2204	Hudson	$684.72
0	0	0	17756	23	26	1	2206	Hudson	$684.72
0	0	0	17756	23	26	1	2208	Hudson	$684.72
0	0	0	17756	23	26	1	2210	Hudson	$684.72
0	0	0	17756	23	26	1	2212	Hudson	$684.72
0	0	0	17756	23	26	1	2214	Hudson	$684.72
0	0	0	17756	23	26	1	2216	Hudson	$684.72
0	0	0	17756	23	26	1	2218	Hudson	$684.72
0	0	0	17756	23	26	1	2220	Hudson	$684.72
0	0	0	17756	23	26	1	2222	Hudson	$684.72
0	0	0	17756	23	26	1	2224	Hudson	$684.72
0	0	0	17756	23	26	1	2226	Hudson	$684.72
0	0	0	17756	23	26	1	2228	Hudson	$858.98
0	0	0	17756	23	26	1	2230	Hudson	$684.72
0	0	0	17756	23	26	1	2232	Hudson	$684.72
0	0	0	17756	23	26	1	2234	Hudson	$684.72
0	0	0	17756	23	26	1	2236	Hudson	$684.72
0	0	0	17756	23	26	1	2238	Hudson	$684.72
0	0	0	17756	23	26	1	2240	Hudson	$684.72
0	0	0	17756	23	26	1	2242	Hudson	$684.72
0	0	0	17756	23	26	1	2244	Hudson	$684.72
0	0	0	17756	23	26	2	2302	Hudson	$858.98
0	0	0	17756	23	26	2	2304	Hudson	$684.72
0	0	0	17756	23	26	2	2306	Hudson	$684.72
0	0	0	17756	23	26	2	2308	Hudson	$684.72
0	0	0	17756	23	26	2	2310	Hudson	$684.72
0	0	0	17756	23	26	2	2312	Hudson	$684.72
0	0	0	17756	23	26	2	2314	Hudson	$684.72
0	0	0	17756	23	26	2	2316	Hudson	$684.72
0	0	0	17756	23	26	2	2318	Hudson	$684.72
0	0	0	17756	23	26	2	2320	Hudson	$684.72
0	0	0	17756	23	26	2	2322	Hudson	$684.72
0	0	0	17756	23	26	2	2324	Hudson	$684.72

Santa Ana Unified School District
Community Facilities District No. 2004-1
Special Tax Levy for Fiscal Year 2017-18

Book [1]	Page [1]	Parcel [1]	Tract	Lot	Building	Floor Level	Unit Number	Project Name	Special Tax
0	0	0	17756	23	26	2	2326	Hudson	$684.72
0	0	0	17756	23	26	2	2328	Hudson	$858.98
0	0	0	17756	23	26	2	2330	Hudson	$684.72
0	0	0	17756	23	26	2	2332	Hudson	$684.72
0	0	0	17756	23	26	2	2334	Hudson	$684.72
0	0	0	17756	23	26	2	2336	Hudson	$684.72
0	0	0	17756	23	26	2	2338	Hudson	$684.72
0	0	0	17756	23	26	2	2340	Hudson	$684.72
0	0	0	17756	23	26	2	2342	Hudson	$684.72
0	0	0	17756	23	26	2	2344	Hudson	$684.72
0	0	0	17756	23	26	3	2402	Hudson	$858.98
0	0	0	17756	23	26	3	2404	Hudson	$684.72
0	0	0	17756	23	26	3	2406	Hudson	$684.72
0	0	0	17756	23	26	3	2408	Hudson	$684.72
0	0	0	17756	23	26	3	2410	Hudson	$684.72
0	0	0	17756	23	26	3	2412	Hudson	$684.72
0	0	0	17756	23	26	3	2414	Hudson	$684.72
0	0	0	17756	23	26	3	2416	Hudson	$684.72
0	0	0	17756	23	26	3	2418	Hudson	$684.72
0	0	0	17756	23	26	3	2420	Hudson	$684.72
0	0	0	17756	23	26	3	2422	Hudson	$684.72
0	0	0	17756	23	26	3	2424	Hudson	$684.72
0	0	0	17756	23	26	3	2426	Hudson	$684.72
0	0	0	17756	23	26	3	2428	Hudson	$858.98
0	0	0	17756	23	26	3	2430	Hudson	$684.72
0	0	0	17756	23	26	3	2432	Hudson	$684.72
0	0	0	17756	23	26	3	2434	Hudson	$684.72
0	0	0	17756	23	26	3	2436	Hudson	$684.72
0	0	0	17756	23	26	3	2438	Hudson	$684.72
0	0	0	17756	23	26	3	2440	Hudson	$684.72
0	0	0	17756	23	26	3	2442	Hudson	$684.72
0	0	0	17756	23	26	3	2444	Hudson	$684.72
0	0	0	17756	23	26	4	2502	Hudson	$858.98
0	0	0	17756	23	26	4	2504	Hudson	$684.72
0	0	0	17756	23	26	4	2506	Hudson	$684.72
0	0	0	17756	23	26	4	2508	Hudson	$684.72

Santa Ana Unified School District
Community Facilities District No. 2004-1
Special Tax Levy for Fiscal Year 2017-18

Book [1]	Page [1]	Parcel [1]	Tract	Lot	Building	Floor Level	Unit Number	Project Name	Special Tax
0	0	0	17756	23	26	4	2510	Hudson	$684.72
0	0	0	17756	23	26	4	2512	Hudson	$684.72
0	0	0	17756	23	26	4	2514	Hudson	$684.72
0	0	0	17756	23	26	4	2516	Hudson	$684.72
0	0	0	17756	23	26	4	2518	Hudson	$684.72
0	0	0	17756	23	26	4	2520	Hudson	$684.72
0	0	0	17756	23	26	4	2522	Hudson	$684.72
0	0	0	17756	23	26	4	2524	Hudson	$684.72
0	0	0	17756	23	26	4	2526	Hudson	$684.72
0	0	0	17756	23	26	4	2528	Hudson	$858.98
0	0	0	17756	23	26	4	2530	Hudson	$684.72
0	0	0	17756	23	26	4	2532	Hudson	$684.72
0	0	0	17756	23	26	4	2534	Hudson	$684.72
0	0	0	17756	23	26	4	2536	Hudson	$684.72
0	0	0	17756	23	26	4	2538	Hudson	$684.72
0	0	0	17756	23	26	4	2540	Hudson	$684.72
0	0	0	17756	23	26	4	2542	Hudson	$684.72
0	0	0	17756	23	26	4	2544	Hudson	$684.72
0	0	0	17756	2	3	4	21	Tribeca	$858.98
0	0	0	17756	2	3	3	22	Tribeca	$1,221.44
0	0	0	17756	2	3	4	23	Tribeca	$1,221.44
0	0	0	17756	2	3	2	24	Tribeca	$1,221.44
0	0	0	17756	2	3	3	25	Tribeca	$858.98
0	0	0	17756	2	3	2	26	Tribeca	$998.78
0	0	0	17756	2	3	2	27	Tribeca	$998.78
0	0	0	17756	2	3	3	28	Tribeca	$858.98
0	0	0	17756	2	3	2	29	Tribeca	$1,221.44
0	0	0	17756	2	3	4	30	Tribeca	$1,221.44
0	0	0	17756	2	3	3	31	Tribeca	$1,221.44
0	0	0	17756	2	3	4	32	Tribeca	$858.98
0	0	0	17756	20	0	0	139	Rockefeller	$1,444.06
0	0	0	17756	20	0	0	140	Rockefeller	$1,444.06
0	0	0	17756	19	0	0	137	Rockefeller	$1,444.06
0	0	0	17756	19	0	0	138	Rockefeller	$1,444.06
0	0	0	17756	18	0	0	135	Rockefeller	$1,444.06
0	0	0	17756	18	0	0	136	Rockefeller	$1,444.06

Santa Ana Unified School District
Community Facilities District No. 2004-1
Special Tax Levy for Fiscal Year 2017-18

Book [1]	Page [1]	Parcel [1]	Tract	Lot	Building	Floor Level	Unit Number	Project Name	Special Tax
0	0	0	17756	17	0	0	133	Rockefeller	$1,444.06
0	0	0	17756	17	0	0	134	Rockefeller	$1,444.06
0	0	0	17756	3	4	4	33	Tribeca	$858.98
0	0	0	17756	3	4	3	34	Tribeca	$1,221.44
0	0	0	17756	3	4	4	35	Tribeca	$1,221.44
0	0	0	17756	3	4	2	36	Tribeca	$1,221.44
0	0	0	17756	3	4	3	37	Tribeca	$858.98
0	0	0	17756	3	4	2	38	Tribeca	$998.78
0	0	0	17756	3	4	2	39	Tribeca	$998.78
0	0	0	17756	3	4	3	40	Tribeca	$858.98
0	0	0	17756	3	4	2	41	Tribeca	$1,221.44
0	0	0	17756	3	4	4	42	Tribeca	$1,221.44
0	0	0	17756	3	4	3	43	Tribeca	$1,221.44
0	0	0	17756	3	4	4	44	Tribeca	$858.98
0	0	0	17756	4	5	4	45	Tribeca	$858.98
0	0	0	17756	4	5	3	46	Tribeca	$1,221.44
0	0	0	17756	4	5	4	47	Tribeca	$1,221.44
0	0	0	17756	4	5	2	48	Tribeca	$1,221.44
0	0	0	17756	4	5	3	49	Tribeca	$858.98
0	0	0	17756	4	5	2	50	Tribeca	$998.78
0	0	0	17756	4	5	2	51	Tribeca	$998.78
0	0	0	17756	4	5	3	52	Tribeca	$858.98
0	0	0	17756	4	5	2	53	Tribeca	$1,221.44
0	0	0	17756	4	5	4	54	Tribeca	$1,221.44
0	0	0	17756	4	5	3	55	Tribeca	$1,221.44
0	0	0	17756	4	5	4	56	Tribeca	$858.98

[1] Parcel numbers are unavailable at the time of this report. An addendum will be made when the information is made available.

MAJOR CONCLUSIONS	
NUMBER OF PARCELS TAXED BY CFD NO. 2004-1	**674**
NUMBER OF PARCELS WITHIN CFD NO. 2004-1	**1233**
TOTAL SPECIAL TAX LEVY FY 2017/2018	**$706,023.02**

AGENDA ITEM BACKUP SHEET
June 27, 2017

Board Meeting

TITLE: **Authorization to Award a Contract to SKC Company for the Purchase of Restroom Portable Utilizing a Piggyback Bid No. 1512 from Garden Grove Unified School District**

ITEM: **Action**
SUBMITTED BY: **Orin L. Williams, Assistant Superintendent, Facilities and Governmental Relations**
PREPARED BY: **Orin L. Williams, Assistant Superintendent, Facilities and Governmental Relations**

BACKGROUND INFORMATION:

The purpose of this agenda is to seek Board authorization to award a contract to SKC Company for the purchase of a portable restroom utilizing the Garden Grove Unified School District contract with SCK Company pursuant to piggyback Bid No. 1512. Legal Counsel from the Orange County Department of Education approved the use of this piggyback bid.

ITEM SUMMARY:

- Approval of a piggyback bid for purchase or renovation of portables
- Amount are pre-bid to expedite the purchase or renovation activities.
- Portable restroom cost not to exceed $88,000.

RATIONALE:

The Garden Grove Unified School District awarded a competitively bid contract, Bid No. 1512, to SCK Company for district-wide rental and/or purchase, as well as renovation of relocatable modular (portable) buildings. By utilizing the Garden Grove Unified School District piggyback contract awarded to SCK Company, the District will save the cost of competitively bidding the rental and/or lease and renovation of portables needed to meet the relocation timeline for the Adult Transition Program.

The District is authorized by Public Contract Code section 20118 to utilize contracts awarded by other school districts. Staff has determined that it is in the District's best interest to purchase this portable from SCK Company since this portable meets the District's requirements at very competitive purchase rates. The proposal dated June 21, 2017, submitted by SKC Company is attached hereto as Exhibit A. Utilizing this piggyback bid to renovate or relocate the numerous portables within SAUSD. All future requests to utilize the Garden Grove Bid No. 1512 Piggyback Bid will be brought before the Board for review and approval.

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

FUNDING:

Redevelopment Funds: Not to exceed $88,000.

RECOMMENDATION:

Authorize staff to utilize the Garden Grove Unified School District Piggyback Bid No. 1512 for this and future portable project needs, and award a contract to SKC Company for the purchase of a portable restroom utilizing the Garden Grove Unified School District Piggyback Bid No. 1512, for the Adult Transition Program changing restroom at Century High School.

EH:OW:rb

DISTRICT-WIDE RENTAL AND/OR PURCHASE OF RELOCATABLE MODULAR BUILDINGS

Bid No. 1512

Bid Deadline:	**Tuesday, May 31, 2016 at 11:00 AM** **Garden Grove Unified School DISTRICT** **Office of Business Services – Purchasing Department** **10331 Stanford Avenue** **Garden Grove, CA 92840**
Contact:	**Connie Cross, Assistant Director of Business Services** **(714) 663-6133** **ccross@ggusd.us**

GARDEN GROVE UNIFIED SCHOOL DISTRICT
Purchasing Department
10331 Stanford Avenue, Garden Grove, CA 92840
(714) 663-6133

NOTICE CALLING FOR BIDS

DISTRICT-WIDE RENTAL AND/OR PURCHASE OF RELOCATABLE MODULAR BUILDINGS
BID No. 1512

District: **Garden Grove Unified School District**

Bid Deadline: **Tuesday, May 31, 2016 at 11:00 AM**

Place of Bid Receipt: **Garden Grove Unified School District Business Office**
10331 Stanford Avenue
Garden Grove, California 92840

NOTICE IS HEREBY GIVEN that the Garden Grove Unified School District of Orange County, California, acting by and through its Board of Education, hereinafter referred to as "District," will receive up to, but not later than, the above-stated bid deadline, sealed bids at the place identified above for the award of a contract for the above referenced bid.

The district is seeking proposals for **DISTRICT-WIDE RENTAL AND/OR PURCHASE OF RELOCATABLE MODULAR BUILDINGS, Bid No. 1512**, in accordance with Instructions, Conditions, and Specifications now on file in the Purchasing Department of said School District.

Time is of the essence. Each bid must conform and be responsive to the bid documents, which are on file in the Business Office. Bid documents are also available online at: WWW.GGUSD.US; printed copies are available upon request by contacting Connie Cross at (714) 663-6133. No bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of bids.

The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. The right is also reserved by the Board to select items which, in their opinion, will best serve the needs of the District.

Any and all questions shall be directed to the Business Office at (714) 663-6133.

Dated this 11th day of May, 2016.

GARDEN GROVE UNIFIED SCHOOL DISTRICT

By: _____
Connie Cross
Assistant Director of Business Services

Publication Dates: May 13, 2016 and May 20, 2016
Orange County News – PO J72V0012

BID OBJECTIVE

The Garden Grove Unified School District (GGUSD) is seeking bids for **DISTRICT-WIDE RENTAL AND/OR PURCHASE OF RELOCATABLE MODULAR BUILDINGS, Bid No. 1512**. This is a 3-year contract. The District will award to the bidder or bidders providing the lowest 9-monthly rental payment for used and new modular buildings and the lowest bid amount purchase price for used and new modular buildings as identified in the Bid Form Matrix. Bidder must agree that any contract awarded by the District will be contingent on adequate funding and that any awarded contract may be terminated at any time by the District.

DISTRICT-WIDE RENTAL AND/OR PURCHASE OF RELOCATABLE MODULAR BUILDINGS, Bid No. 1512 will consist of the following:

- Month-to-month rental of DSA certified portable classrooms
- Month-to-month rental of DSA certified portable restrooms
- Month-to-month rental of other DSA certified buildings
- Necessary ramps, skirting and landings
- Installation, set-up; Delivery freight; Return freight
- Knockdown
- Block & level DSA foundation materials
- Labor related to block and level DSA foundation materials

Each rental and/or purchase of relocatable modular buildings will be on an as-needed basis and will be provided for district pupils, certificated staff and classified staff.

DISTRICT-WIDE RENTAL AND/OR PURCHASE OF RELOCATABLE MODULAR BUILDINGS, Bid No. 1512 will provide the Garden Grove Unified School District with modular facilities and relocatable buildings to meet its educational needs. The bidder or bidders will be required to deliver equipment in an expeditious manner. Bidders will be paid according to the rates awarded.

PIGGYBACK: OTHER PUBLIC AGENCIES. Pursuant to Public Contract Code Sections 20118 and 20652 and other applicable provisions, other public agencies, including school districts and community colleges in the State of California, may acquire items identified in this bid under the same terms and conditions of this bid. If so, the District waives its rights for a warrant to be drawn in its favor or for any reasonable costs, and directs each public agency to work directly with the successful bidder.

It is the Bidder's sole responsibility to ensure that their bid is received prior to the scheduled closing time for receipt of proposals. In accordance with Government Code § 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the Bidder unopened. At the time set forth in the Notice To Bidders - Invitation For Bids for the opening of bids, the sealed bids will be opened and read at the District office.

All **inquiries** regarding this bid must be submitted on or before Thursday, May 26, 2016, no later than 5:00 PM, to Connie Cross, Assistant Director of Business Services by email at

purchasing@ggusd.us or by fax at 714-663-6250.

Bidders are advised that oral or written communications from the District in any form other than an official addendum does not alter the bid or specifications.

Bidder must agree that **DISTRICT-WIDE RENTAL AND/OR PURCHASE OF RELOCATABLE MODULAR BUILDINGS, Bid No. 1512** is nonexclusive and that the District will determine, in its sole discretion, category(ies) to be provided that is/are best for students and staff, and the most cost effective for the District.

INFORMATION FOR BIDDERS

NOTE: *READ THIS DOCUMENT CAREFULLY. DO NOT ASSUME THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS YOU MAY HAVE SEEN, EVEN IF FROM THE SAME DISTRICT.*

1. Preparation of Bid Form. Bids shall be submitted on the prescribed Bid Form and Bid Form Matrix, completed in full. All bid items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall control over the numbers. The signatures of all persons shall be in longhand and in ink. Prices, wording and notations must be in ink or typewritten.

2. Form and Delivery of Bids. The bid must conform and be responsive to all bid documents and shall be made on the Bid Form and Bid Form Matrix provided, and the complete bid, together with any and all additional materials as required, shall be enclosed in a sealed envelope, addressed and hand delivered or mailed to the **Garden Grove Unified School District, 10331 Stanford Avenue, Garden Grove, California** and must be received on or before the bid deadline (Public Contract Code Section 20112). The envelope shall be plainly marked in the upper left hand corner with the bidder's name, the bid designation and the date and time for the opening of bids. **It is the bidder's sole responsibility to ensure that its bid is received prior to the bid deadline.** In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened. At the time and place set forth for the opening of bids, the sealed bids will be opened and publicly read aloud.

3. Signature. Any signature required on bid documents must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, in the event that the bidder is a joint venture or partnership, there shall be submitted with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful bidder, who shall act in all matters relative to the joint venture or partnership. If bidder is an individual, his/her signature shall be placed on such documents.

4. Modifications. Changes in or additions to any of the bid documents, summary of the work bid upon, or any other modifications which are not specifically called for by the District may result in the District's rejection of the bid as being nonresponsive. No oral, telephonic, facsimile or electronic modification of any of the bid documents will be considered.

5. Erasures, Inconsistent or Illegible Bids. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the initials of the person(s) signing the bid in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the bid, words shall control numbers. In the event that District determines that any bid is unintelligible, illegible or ambiguous, the District may reject such bid as being nonresponsive.

6. Examination of Bid Documents. At its own expense and prior to submitting its bid, each bidder shall examine all documents relating to the bid; familiarize itself with all federal, state and local laws, ordinances, rules, regulations and codes affecting the performance of the services, including the cost of permits and licenses required for the services; determine the character, quality, and quantities of the services to be performed and the materials and equipment to be provided; and correlate its observations, investigations, and determinations with all requirements of the bid. The bid documents are only provided as information for the bidder. The District is not making any warranties regarding said information. The District shall not be liable for any loss sustained by the successful bidder resulting from any variance between the conditions given in the bid documents and the actual conditions revealed during the progress of the services. **Bidder agrees that the submission of a bid shall be incontrovertible evidence that the bidder has complied with all the requirements of this provision of the Information for Bidders.**

7. Withdrawal of Bids. Any bid may be withdrawn, either personally or by written request signed by the bidder, at any time prior to the scheduled closing time for receipt of bids. No bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of bids.

8. Agreement. The Agreement which the successful bidder or bidders will be required to execute is included in the bid documents.

9. Interpretation of Bid Documents. If any bidder is in doubt as to the true meaning of any part of the bid documents, or finds discrepancies in, or omissions from the bid documents, a written request for an interpretation or correction thereof or answers to questions must be submitted to the District ten (10) days before bid deadline. No requests shall be considered after this time. The bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the bid documents and answers to questions will be made solely at District's discretion and only by written addendum duly issued by the District, and a copy of such addendum will be hand delivered, e-mailed or faxed to each bidder known to have received a set of the bid documents. No person is authorized to make any oral interpretation of any provision in the bid documents, nor shall any oral interpretation of bid documents be binding on the District. If there are discrepancies of any kind in the bid documents, the interpretation of the District shall prevail. SUBMITTAL OF A BID WITHOUT A REQUEST FOR CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE BID DOCUMENTS ARE ACCEPTABLE AND SUFFICIENT FOR BIDDING AND COMPLETING THE SERVICES; THAT BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE SERVICES IN ACCORDANCE WITH THE BID DOCUMENTS; AND THAT BIDDER AGREES THAT

THE SERVICES CAN AND WILL BE COMPLETED ACCORDING TO THE DISTRICT'S TIMELINES.

10. Bidders Interested in More Than One Bid. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one bid for the same services unless alternate bids are specifically called for by the District. A person, firm, or corporation that has submitted a bid to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or submitting a bid.

11. Award of Contract. The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding process. The award of the contract, if made by the District, will be by action of the Governing Board and to the lowest responsive and responsible bidder or bidders by category (purchase amount and/or 9-month rental payment). The District will award to the bidder or bidders providing the lowest 9-monthly rental payment for new and/or used modular buildings, and the lowest bid amount purchase price for used and new buildings identified in the Bid Form Matrix. If two identical low bids are received from responsive and responsible bidders, the District will determine which bid will be accepted pursuant to Public Contract Code Section 20117. In the event an award of the contract is made to a bidder, and such bidder fails or refuses to execute the Agreement and provide the required documents within five (5) working days after the notice of award of the contract to bidder, the District may award the contract to the next lowest responsive and responsible bidder or reject all bidders.

12. Competency of Bidders. In selecting the lowest responsive and responsible bidder or bidders, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the services. By submitting a bid, each bidder agrees that the District, in determining the successful bidder and its eligibility for the award, may consider the bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the bidder's performance of the services. To this end, each bid shall be supported by a statement of the bidder's experience on the form entitled "INFORMATION REQUIRED OF BIDDER."

Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the District. In this regard, the District may conduct such investigations as the District deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the bidder to perform the services to the District's satisfaction within the prescribed time. The District reserves the right to reject the bid of any bidder who does not pass any such evaluation to the satisfaction of the District.

13. License and Permits. If, at the time and date of the bid opening, bidder is not properly licensed to perform the services, such bid will be rejected as nonresponsive. Bidders, their employees, and agents shall secure and maintain valid permits and licenses that are required by all local, county, state, and federal laws for the execution of this contract.

14. Anti-Discrimination. In connection with all services performed under this bid, there shall be no unlawful discrimination against any prospective or active employee engaged in

the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful bidder agrees to comply with applicable federal and state laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735.

15. Hold Harmless and Indemnification. The successful bidder or bidders awarded the contract will be required to indemnify and hold harmless the District, its Governing Board, officers, agents, and employees as set forth in the Agreement.

16. Time is of the Essence. All services must be completed within the time limits set forth in the bid documents. It is agreed that failure to perform the services described herein within the time limits required will result in successful bidder being liable to the District, in an amount of cost plus 10% for each consecutive calendar day that services are not performed as required within the time limits required by the District. Such damages shall be deducted from any payments due or to become due to the successful bidder.

17. Bid Documents. The complete bid packet includes the following documents:

- Notice Calling for Bids
- Instructions for Bidders
- Information Required of Bidders
- Bid Form(s)/Bid Matrix Form(s)
- Non-collusion Declaration
- Worker's Compensation Certificate
- Drug-Free Workplace Certification
- Notice to Contractors Regarding Criminal Records Check
- Certification by Contractor Criminal Records Check
- Tobacco-Free Workplace Certification
- References

18. Drug-Free Workplace Certification. Pursuant to Government Code Sections 8350, et seq., the successful bidder will be required to execute a Drug-Free Workplace Certification upon execution of the Agreement. The bidder will be required to take positive measures outlined in the certification in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.

19. Non-collusion Declaration. In accordance with the provisions of Section 7106 of the Public Contract Code, each bid must be accompanied by a non-collusion declaration.

20. Tobacco Use Policy Certification. The successful bidder shall agree to enforce a tobacco-free work site and will comply with the District's Tobacco Use Policy.

21. Criminal Records Check. The successful bidder will be required to comply with the applicable requirements of Education Code Section 45125.1 with respect to fingerprinting of employees and must complete the District's Criminal Records Check Certification.

22. Copies. The number of executed copies of the Agreement, required is three (3).

23. Term of Contract. – The term of this contract is for three (3) years.

24. Vehicles. – Successful bidder shall own, operate, and maintain one or more appropriate vehicles for the installation, delivery, return, and knockdown at such times and places as may be specified by the District.

25. Prices. – Pricing shall be inclusive of any and all cost charged to the District including incidental service charges for delivery, setup, dismantling and return, taxes and fuel surcharges as indicated in the Bid Matrix Form. The prices may be adjusted annually after the first year beginning in January, 2017. In the event the successful bidder proposed to increase or decrease the rates for the installation, delivery, return and knockdown services, the successful bidder shall provide the District with a written proposal on or before January 1 of each year. The price adjustment shall be calculated as follows: The original contract price, multiplied by the Office of Public School Construction Class B index, ending the month prior to the annual adjustment (i.e. December of the year immediately preceding the adjustment).

Freight/shipping charges that may be required by other agencies piggybacking off this contract are outside the scope of the base bid. Furthermore, additional charges due to site conditions or labor rates at other agencies piggybacking off his bid are also outside the scope of the base bid.

26. Independent Contractor. – While engaged in carrying out and complying with the terms and conditions of the contract, the successful bidder shall be deemed an independent contractor and not an officer, agent, or employee of the District.

27. Personnel. – All personnel assigned to perform under this contract shall be subject to continuous approval by the District at its discretion. All drivers shall be employees of the successful bidder and shall have proper licenses, permits and certificates as required by applicable statutory or administrative codes. Workers shall be neat in appearance, in good health and of the highest moral character. Workers shall be prohibited from smoking around students or on any District property. The District shall have the right to reject any worker and shall notify the successful bidder in writing.

28. Experience Factor. – Bidders are to have at least five (5) years of successful experience in providing services similar in size and scope to the requirements of this bid. All services are to be performed by trained and licensed personnel fully experienced in performing the services required.

29. Utilize Care Around Schools and Children. – Bidders acknowledge that the services to be performed under the contract may be done around schools and around children. Bidders shall advise all employees to use care, respect and discretion when working in these surroundings. All services must be coordinated and approved by District Project Manager prior to installation.

30. Insurance and Workers' Compensation. – Successful bidder shall obtain and maintain insurance coverage in the amounts set forth below during the term of the contract and shall furnish certificates of insurance for each policy to the District. The following coverage noted on the left with an "X" are required (Certificate or Endorsement) with the Minimum Limits as noted on the right.

CERTIFICATE/ENDORSEMENTS	**MINIMUM LIMITS PER OCCURRENCE**
X / ____ Worker's Compensation	Statutory
X / ____ Employer's Liability	$1,000,000
( ) Broad Form–All States Endorsement	
(X) Other - Excess Liability	$20,000,000 Each Occurrence
X / X Commercial General Liability	$1,000,000 ($2,000,000 Aggregate)
(X) Premises and Operations	( ) Explosion Hazard
(X) Contractual Liability	( ) Collapse Hazard
( ) Independent Bidders	( ) Underground Hazard
(X) Product/Completed Operations	( ) Garage Keepers Legal Liability
(X) Broad Form Property Damage	( ) Hanger Keepers Legal Liability
(X) Personal Injury	(X) Sexual Misconduct or Sexual Molestation Medical Expense Limit
(X) Broad Form Liability Endorsement	( ) Watercraft Liability
( ) Fire Legal Liability	
( ) Incidental Medical Malpractice	

X / X Vehicle (including auto) Liability $1,000,000 – combined single limit, each accident
(X) Owned Vehicles
(X) Non-owned Vehicles
(X) Hired Vehicles

For all insurance coverages provided by successful bidder, the following terms apply:

A. All liability policies are to contain, or be endorsed to contain, the following provisions:

1. Successful bidder agrees to defend, indemnify, save and hold harmless the District, its Governing Board , officers, employees, agents, and representatives;

2. Named additional insured endorsements for the District, its Governing Board, officers, employees, agents, and representatives. They are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the successful bidder; products and completed operations of the successful bidder;

premises owned, occupied or used by the successful bidder; or automobiles owned, leased, hired or borrowed by the successful bidder. The coverage shall contain no special limitation on the scope of the protection afforded to the District, its Governing Board, officers, employees, agents, and representatives.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by successful bidder, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

B. The successful bidder agrees to purchase all required insurance at successful bidder's expense and to deposit with the District Certificates of Insurance, including all endorsements required herein, necessary to satisfy the District that the insurance provisions have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the District during the entire term of the Agreement.

C. All insurance policies required by the Agreement shall declare any deductible or self-insured retention (SIR) in an amount in excess of $25,000 ($5,000 for automobile liability), which shall specifically be approved in writing by the District. Successful bidder shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance.

D. The policy or policies of insurance must be issued by an insurer licensed to do business in the State of California (California Admitted Carrier). Minimum insurance company ratings as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com shall be A (Secure Best's Rating) and VIII (Financial Size Category). If the carrier is a non-admitted carrier in the state of California, District retains the right to approve or reject carrier after a review of the company's performance and financial ratings.

E. The District shall be added as an additional insured on all insurance policies with respect to services performed by the successful bidder (except Workers' Compensation/Employers' Liability). An additional insured endorsement evidencing that the District is an additional insured shall accompany the Certificate of Insurance. The successful bidder shall furnish the District with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before services commence.

F. All insurance policies required from the successful bidder shall be primary insurance, and any insurance maintained by the District shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that the successful bidder's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability.

G. All insurance policies shall give the District thirty (30) days' notice in the event of

cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance.

H. All insurance policies and coverages shall waive all rights of subrogation against the District and members of the Governing Board, its officials, officers, and employees.

I. If successful bidder's Professional Liability policy is a "claims made" policy, successful bidder shall agree to maintain professional liability coverage for two years following completion of the Agreement.

J. The comprehensive General Liability policy shall contain a Severability of Interests clause.

K. The successful bidder is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with provisions of that code. The successful bidder will comply with such provisions and shall furnish the District satisfactory evidence that the successful bidder has secured, for the period of the Agreement, statutory Workers' Compensation insurance and Employer's Liability insurance with the required minimum limits per occurrence. The successful bidder who has been awarded the contract shall sign and file with District prior to performing the services, the Workers' Compensation Certificate included as a part of the bid documents. Labor Code section 1861.

L. The procuring of such required policy or policies of insurance shall not be construed to limit successful bidder's liability hereunder nor to fulfill the indemnification provisions and requirements of the Agreement.

31. PIGGYBACK: OTHER PUBLIC AGENCIES. Pursuant to Public Contract Code Sections 20118 and 20652 and other applicable provisions, other public agencies, including school districts and community colleges in the State of California, may acquire items identified in this bid under the same terms and conditions of this bid. If so, the District waives its rights for a warrant to be drawn in its favor or for any reasonable costs, and directs each public agency to work directly with the successful bidder.

32. Fingerprint Certification/Criminal Records Check. – Successful bidder shall require each employee or driver in a position requiring contact with students to submit fingerprints consistent with California Education Code sections 33192, 44237. Successful bidder shall comply with the requirements of Education Code section 45125.1 including, but not limited to: obtaining California Department of Justice (CDOJ) clearance for successful bidder's employees and subcontractors, prohibiting its employees from coming in contact with students until CDOJ clearance is ascertained; and certifying in writing and proving such certification to the District that none of its employees and/or subcontractors who may come in contact with students have been convicted of or pleaded nolo contender to a felony. Nor will any employee or subcontractor who has been convicted of or entered a plea of nolo contender to charges of any sex offense as defined in Education Code section 44011, or to a felony that would disqualify that employee or driver pursuant to Education Code section 44237 be allowed to come in contact

with students. Successful bidder must complete Fingerprint Certification, contained in the bid documents.

35. **Questions and Addenda. – Any and all questions regarding this bid must be submitted in writing to purchasing@ggusd.us before Thursday, May 26, 2016 at 5:00 PM. Answers to these questions and any other related addenda will be posted no later than 7:00 PM on Friday, May 27, 2016 on the District's website at: WWW.GGUSD.US.**

BID FORM

Name of Bidder: Sean Khan Consulting Company, Inc. (dba) SKC Company

To: **Garden Grove Unified School District** acting by and through its Governing Board, herein called the "District."

1. The undersigned Bidder, having become familiarized with all the following documents including but not limited to the Notice Calling for Bids, Bid Objective, Information for Bidders, Bid Form including the Bid Form Matrix, Price Sheet, Information Required of Bidder, Non-collusion Declaration, Workers' Compensation Certificate, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, Tobacco Use Policy Certification, all insurance requirements, General Conditions and Special Conditions, and all modifications, addenda and amendments, if any (hereinafter Bid Documents), the local conditions affecting the performance of the services and the cost of the services at the place where the services are to be performed, hereby proposes and agrees to be bound by all the terms and conditions of the Bid Documents and agrees to perform, within the time stipulated, the services, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, necessary to perform the services and complete in a good workmanlike manner all of the services required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the services, in connection with the following:

DISTRICT-WIDE RENTAL AND/OR PURCHASE OF RELOCATABLE MODULAR BUILDINGS, Bid No. 1512

All in strict conformity with the Bid Documents, on file at the office of the Garden Grove Unified School District for the sums set forth in the Bid Form Price Sheet.

- District reserves the right to inspect and if necessary, refuse delivery of a purchased building based on the District's assessment of the buildings condition.
- HVAC units must be in good working order and must have a CRV.
- Contractor(s) shall have an assigned Account Representative available to the District during District working hours. The District prefers a single point of contact for ordering and/or other issues.
- Contractor shall offer repair work to be corrected within three (3) hours. All service response time shall be within twenty-four (24) hours on building rentals.
- All purchased building to be warrantied for one (1) year.
- Repair and warranty support shall be available to the District twenty-four (24) hours per day, seven (7) days per week.
- All on-site labor is subject to prevailing wage. District has ascertained the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker is needed to execute this contract. These rates are on file at the District's office, and a copy may be obtained upon request. A copy of these rates shall be posted at the job site. The schedule of per diem wages is based upon a working day of eight hours.
- No cleaning fee upon return of modular classrooms to awarded vendor.
- All permits and permit fees shall be included in bid prices.

Pricing shall be inclusive of any and all cost charged to the District including incidental service charges for delivery, setup, dismantling and return, taxes and fuel surcharges as indicated in the Bid Matrix Form. The prices may be adjusted annually after the first year beginning in January, 2017. In the event the successful bidder proposed to increase or decrease the rates for the installation, delivery, return and knockdown services, the successful bidder shall provide the District with a written proposal on or before January 1 of each year. The price adjustment shall be calculated as follows: The original contract price, multiplied by the Office of Public School Construction Class B index, ending the month prior to the annual adjustment (i.e. December of the year immediately preceding the adjustment).

Freight/shipping charges that may be required by other agencies piggybacking off this contract are outside the scope of the base bid. Furthermore, additional charges due to site conditions or labor rates at other agencies piggybacking off his bid are also outside the scope of the base bid.

Each individual bid award shall be determined from reviewing all portions of the Bid Documents, and shall include all items necessary to complete the services, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the services, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the services, and the furnishing of tools, equipment, supplies, facilities, labor, and supervision, required to perform and complete the services, all as per the requirements of the Bid Documents, whether or not expressly listed or designated.

The District will award to the bidder or bidders providing the lowest 9-month rental payment for used and new modular buildings and the lowest bid amount purchase price for used and new modular buildings identified in the Bid Form Matrix.

2. District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. If written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the District the Agreement and will also furnish and deliver to the District certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, and Tobacco Use Policy Certification, within five (5) working days of the notice of award of the contract, or as otherwise requested in writing by the District.

4. Communications conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the bidder at the address stated below.

5. The name(s) of all persons interested in the bid as principals are as follows:
Sean Khan, Melina Corona, Ira Peppers

6. In submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to District all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code section 16700 et seq.) arising from purchases of goods, materials, or services by the bidder for sale to the District pursuant to the bid. Such assignment shall be made and become effective at the time the District tenders final payment under the contract. (Government Code section 4550 et seq.).

7. The undersigned hereby warrants that the bidder has all appropriate licenses at the time of the bid opening, that such license entitles bidder to provide the services, and that such license will be in full force and effect throughout the duration of performance of any awarded contract. Bidder shall be nonresponsive if the Bidder is not licensed as required by the Districts at the time of the bid opening.

8. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the Districts against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

9. If requested by the Districts, the bidder shall furnish a notarized financial statement, references, and other information required by the District sufficiently comprehensive to permit an appraisal of bidder's ability to perform the awarded contract.

10. Time is of the essence.

11. The contract period will be for the period July 1, 2016 through June 30, 2019.

12. The required non-collusion declaration is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed declaration will render the bidder automatically nonresponsive.

13. The District reserves the right to award contract(s) by category to the lowest responsive and responsible bidder. Low bid for Rentals/Lease is based on a 9-month period.

14. Other districts in the State of California may procure items off this bid under the same terms and conditions stated in this bid (Ref. PCC 20118 – Said school district and public entities shall process their purchase orders and warrants directly to the successful bidder upon agreement by the District and the Contractor).

15. Contractor is fully aware of the registration requirements of the Department of Industrial Relations (DIR) and understands and agrees that any order may be subject to the registration requirements of the DIR. Any order may be canceled by the District if Contractor cannot establish to the District's satisfaction compliance with the requirements of the DIR.

16. Contractor agrees to comply with all applicable prevailing wage requirements determined by the DIR and shall maintain accurate payroll records available for inspection at all

times. DIR's Division of Labor Standards Enforcement shall monitor and enforce all prevailing wage compliance by the Contractor.

17. Bonding Capacity – Projects over $25,000 require performance and payment bonds. Provide documentation from Bidder's surety identifying the following:

Name of bonding company/surety: Insurance & Surety Services, LLC
Name of surety agent: Gabriel Hill
Surety agent address: 4195 Chino Hills Pkwy. ste#403 Chino Hills, CA 91709
Surety agent phone number: 909.203.7979
Is surety a California-admitted surety? Yes X No____
What is Bidder's total bonding capacity? $800,000
What percentage rate does the Bidder pay for bonds? 1.5%

18. Attachments A through E and the Information Required of Bidder form have been fully completed and are attached hereto.

19. PIGGYBACK: OTHER PUBLIC AGENCIES. Pursuant to Public Contract Code Sections 20118 and 20652 and other applicable provisions, other public agencies, including school districts and community colleges in the State of California, may acquire items identified in this bid under the same terms and conditions of this bid. If so, the District waives its rights for a warrant to be drawn in its favor or for any reasonable costs, and directs each public agency to work directly with the successful bidder.

The undersigned hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of California.

Individual

Name: _____

Signed by: _____

Print Name: _____

Date: _____

Business Address: _____

_____

Telephone: _____

****

Partnership

Name: _____

Signed by: _____

Print Name: _____

Date: _____

Business Address: _____

_____

Telephone: _____

Other Partner(s): _____

****

Corporation

Name: Sean Khan Consulting Company, Inc. (dba) SKC Company

(a California Corporation[1])

Business Address: 13617 12th Street - Unit B Chino, CA 91710

_____

Telephone: 909.740.3120

Signed by: _____, President, Date: 6/23/2016

Print Name: Sean Khan, President

Signed by: _____, Secretary, Date: 6/23/2016

Print Name: Melina Corona, Secretary

[Seal]

[1] A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.

Joint Venture:

Name: _____

Signed by: _____, Joint Venture

Print Name: _____

Date: _____

Business Address: _____

_____

Telephone: _____

Other Parties to Joint Venture:

If an individual: _____
(Name)

Signed by: _____

Print Name: _____

Date: _____

Doing Business as: _____;

Business Address: _____

_____

Telephone: _____

If a Partnership: _____
(Name)

Signed by: _____, Partner

Print Name: _____

Date: _____

Business Address: _____

_____

Telephone: _____

If a Corporation: Sean Khan Consulting Company, Inc. (dba) SKC Company
(a California Corporation)

Signed By: _____ Date: _____

Print Name: Sean Khan

Title: CEO/President

Date: 06/24/2016

Business Address: 13617 12th Street - Unit B Chino, CA 91710

_____

Telephone: 909.740.3120

BID FORM MATRIX – ATTACHMENTS A - E

ATTACHMENT A

SUBMITTED BY: Sean Khan Consulting Company, Inc. (dba) SKC Company

GARDEN GROVE UNIFIED SCHOOL DISTRICT BID NO. 1512

		A - 1	A - 2	A - 3	A - 4	A - 5	A - 6	A - 7	A - 8	A - 9	A - 10
ITEM	DESCRIPTION	10 X 32 TOILET	10 X 32 CLASSROOM	20 X 32 KITCHEN	30 X 32 CLASSROOM	40 X 32 CLASSROOM	50 X 32 CLASSROOM	60 X 32 CLASSROOM	12 X 40 TOILET A	12 X 40 TOILET B	12 X 40 TOILET C
	NEW & USED BUILDING PRICE MUST INCLUDE CARPET, VERTICAL BLINDS, & EXTERIOR PAINTED TO MATCH EXISTING BUILDINGS ON CAMPUS (BODY & TRIM)										
	RENTAL PRICES MUST INCLUDE INCIDENTAL SERVIES CHARGES FOR DELIVERY, SET UP, DISMANTLING AND RETURN										
	USED MONTHLY RENTAL PRICE/NEW										
1	06 MONTH RENTAL PAYMENT	$3,529.00	$2,000.00	$3,000.00	$4,958.00	$6,000.00	$7,000.00	$8,000.00	$4,300.00	$4,300.00	$4,300.00
2	09 MONTH RENTAL PAYMENT	$3,157.00	$1,800.00	$2,500.00	$2,972.00	$4,000.00	$4,500.00	$6,000.00	$3,136.00	$3,136.00	$3,136.00
3	12 MONTH RENTAL PAYMENT	$2,857.00	$1,750.00	$2,450.00	$2,829.00	$3,500.00	$4,000.00	$5,500.00	$2,337.00	$2,337.00	$2,337.00
4	18 MONTH RENTAL PAYMENT	$2,000.00	$1,700.00	$2,400.00	$2,200.00	$3,000.00	$3,500.00	$5,000.00	$1,558.00	$1,558.00	$1,558.00
5	24 MONTH RENTAL PAYMENT	$1,463.00	$1,250.00	$2,350.00	$1,650.00	$2,500.00	$3,100.00	$4,800.00	$1,250.00	$1,250.00	$1,250.00
6	36 MONTH RENTAL PAYMENT	$1,250.00	$1,050.00	$2,300.00	$1,415.00	$2,200.00	$2,950.00	$4,500.00	$1,150.00	$1,150.00	$1,150.00
7	48 MONTH RENTAL PAYMENT	$1,150.00	$975.00	$2,250.00	$1,275.00	$2,000.00	$2,750.00	$4,100.00	$1,100.00	$1,100.00	$1,100.00
8	60 MONTH RENTAL PAYMENT	$1,100.00	$950.00	$2,200.00	$1,050.00	$1,850.00	$2,550.00	$3,800.00	$1,050.00	$1,050.00	$1,050.00
9	***PURCHASE PRICE FOR USED BUILDING***	$60,000.00	$30,000.00	$107,806.00	$68,000.00	$85,900.00	$115,000.00	$155,000.00	$68,500.00	$68,500.00	$68,500.00
	NEW MONTHLY RENTAL PRICE/NEW										
10	06 MONTH RENTAL PAYMENT	$5,600.00	$4,800.00	$22,800.00	$15,150.00	$21,800.00	$26,000.00	$31,500.00	$14,600.00	$14,600.00	$17,600.00
11	09 MONTH RENTAL PAYMENT	$3,600.00	$2,000.00	$6,200.00	$4,000.00	$5,600.00	$6,350.00	$7,800.00	$4,400.00	$4,000.00	$4,800.00
12	12 MONTH RENTAL PAYMENT	$3,571.00	$1,920.00	$6,152.00	$3,908.00	$5,541.00	$6,302.00	$7,758.00	$4,375.00	$3,962.00	$4,722.00
13	18 MONTH RENTAL PAYMENT	$2,500.00	$1,775.00	$5,708.00	$3,757.00	$5,169.00	$5,815.00	$7,506.00	$4,155.00	$3,855.00	$4,555.00
14	24 MONTH RENTAL PAYMENT	$2,300.00	$1,143.00	$5,527.00	$3,658.00	$5,021.00	$5,550.00	$7,129.00	$3,991.00	$3,691.00	$4,311.00
15	36 MONTH RENTAL PAYMENT	$2,100.00	$983.00	$3,861.00	$2,600.00	$3,173.00	$4,376.00	$5,275.00	$2,485.00	$2,485.00	$2,985.00
16	48 MONTH RENTAL PAYMENT	$2,000.00	$850.00	$2,875.00	$1,985.00	$2,848.00	$3,478.00	$4,272.00	$1,885.00	$1,885.00	$2,185.00
17	60 MONTH RENTAL PAYMENT	$1,950.00	$786.00	$2,517.00	$1,757.00	$2,517.00	$3,072.00	$3,769.00	$1,672.00	$1,672.00	$1,972.00

ATTACHMENT B

SUBMITTED BY: Sean Khan Consulting Company, Inc. (dba) SKC Company

GARDEN GROVE UNIFIED SCHOOL DISTRICT BID NO. 1512

		B - 1	B - 2	B - 3	B - 4	B - 5	B - 6	B - 7	B - 8	B - 9	B - 10
ITEM	DESCRIPTION	12 x 40 TOILET D	24 x 40 TOILET A	24 x 40 TOILET B	12 x 40 CLASSROOM	12 x 40 KITCHEN	24 x 40 A	24 x 40 B	24 x 40 C	24 x 40 D	24 x 40 E
	NEW & USED BUILDING PRICE MUST INCLUDE CARPET, VERTICAL BLINDS, & EXTERIOR PAINTED TO MATCH EXISTING BUILDINGS ON CAMPUS (BODY & TRIM)										
	RENTAL PRICES MUST INCLUDE INCIDENTAL SERVIES CHARGES FOR DELIVERY, SET UP, DISMANTLING AND RETURN										
	USED MONTHLY RENTAL PRICE/NEW										
1	06 MONTH RENTAL PAYMENT	$4,300.00	$12,000.00	$12,000.00	$3,250.00	$6,000.00	$2850.00	$3,650.00	$2,850.00	$2,850.00	$3,650.00
2	09 MONTH RENTAL PAYMENT	$3,136.00	$6,000.00	$6,000.00	$2,066.00	$2,250.00	$2,333.00	$2,433.00	$2,433.00	$2,333.00	$2,433.00
3	12 MONTH RENTAL PAYMENT	$2,337.00	$5,800.00	$5,800.00	$1,625.00	$2,000.00	$1,850.00	$1,900.00	$1,900.00	$1,850.00	$1,900.00
4	18 MONTH RENTAL PAYMENT	$1,558.00	$5,300.00	$5,500.00	$1,183.00	$1,750.00	$1,800.00	$1,850.00	$1,850.00	$1,800.00	$1,850.00
5	24 MONTH RENTAL PAYMENT	$1,250.00	$4,500.00	$4,800.00	$963.00	$1,550.00	$1,138.00	$1,200.00	$1,250.00	$1,138.00	$1,200.00
6	36 MONTH RENTAL PAYMENT	$1,150.00	$4,200.00	$4,100.00	$741.00	$1,400.00	$883.00	$950.00	$950.00	$883.00	$950.00
7	48 MONTH RENTAL PAYMENT	$1,100.00	$3,800.00	$4,000.00	$550.00	$1,350.00	$744.00	$800.00	$800.00	$744.00	$800.00
8	60 MONTH RENTAL PAYMENT	$1,050.00	$3,150.00	$3,600.00	$500.00	$1,300.00	$675.00	$725.00	$725.00	$675.00	$725.00
9	***PURCHASE PRICE FOR USED BUILDING***	$68,500.00	$138,000.00	$148,000.00	$30,000.00	$75,600.00	$38,000.00	$40,000.00	$42,000.00	$38,000.00	$40,000.00
	NEW MONTHLY RENTAL PRICE/NEW										
10	06 MONTH RENTAL PAYMENT	$17,250.00	$29,625.00	$31,500.00	$8,100.00	$14,200.00	$12,420.00	$14,350.00	$14,000.00	$14,500.00	$20,000.00
11	09 MONTH RENTAL PAYMENT	$4,840.00	$7,900.00	$8,300.00	$2,300.00	$4,100.00	$3,500.00	$3,780.00	$3,800.00	$4,000.00	$5,600.00
12	12 MONTH RENTAL PAYMENT	$4,825.00	$7,847.00	$8,050.00	$2,215.00	$4,025.00	$3,441.00	$3,709.00	$3,733.00	$3,966.00	$5,500.00
13	18 MONTH RENTAL PAYMENT	$4,752.00	$7,388.00	$7,800.00	$2,180.00	$4,000.00	$3,228.00	$3,538.00	$3,512.00	$3,818.00	$5,467.00
14	24 MONTH RENTAL PAYMENT	$4,313.00	$7,000.00	$7,400.00	$2,057.00	$3,542.00	$3,108.00	$3,200.00	$3,311.00	$3,614.00	$5,000.00
15	36 MONTH RENTAL PAYMENT	$2,909.00	$4,943.00	$5,250.00	$1,334.00	$2,370.00	$2,108.00	$2,469.00	$2,289.00	$2,492.00	$3,374.00
16	48 MONTH RENTAL PAYMENT	$2,184.00	$3,756.00	$4,200.00	$1,103.00	$1,828.00	$1,627.00	$1,868.00	$1,794.00	$1,880.00	$2,518.00
17	60 MONTH RENTAL PAYMENT	$1,939.00	$3,335.00	$3,800.00	$973.00	$1,621.00	$1,441.00	$1,656.00	$1,590.00	$1,750.00	$2,237.00
18	***PURCHASE PRICE FOR NEW BUILDING***	$103,529.00	$177,754.00	$189,608.00	$48,605.00	$85,578.00	$74,530.00	$86,812.00	$83,053.00	$87,402.00	$119,927.00

ATTACHMENT C

SUBMITTED BY: Sean Khan Consulting Company, Inc. (dba) SKC Company

GARDEN GROVE UNIFIED SCHOOL DISTRICT BID NO. 1512

		C - 1	C - 2	C - 3	C - 4	C - 5	C - 6	C - 7	C - 8	C - 9	C - 10
ITEM	DESCRIPTION	24 x 40 F	24 x 40 G	24 x 40 H	24 x 40 i	36 x 40 A	36 x 40 B	36 x 40 C	36 x 40 D	36 x 40 E	36 x 40 F
	NEW & USED BUILDING PRICE MUST INCLUDE CARPET, VERTICAL BLINDS, & EXTERIOR PAINTED TO MATCH EXISTING BUILDINGS ON CAMPUS (BODY & TRIM)										
	RENTAL PRICES MUST INCLUDE INCIDENTAL SERVIES CHARGES FOR DELIVERY, SET UP, DISMANTLING AND RETURN										
	USED MONTHLY RENTAL PRICE/NEW										
1	06 MONTH RENTAL PAYMENT	$4,000.00	$4,350.00	$10,000.00	$11,500.00	$7,500.00	$8,000.00	$13,500.00	$14,000.00	$17,500.00	$21,500.00
2	09 MONTH RENTAL PAYMENT	$2,433.00	$2,433.00	$4,000.00	$4,000.00	$2,583.00	$2,983.00	$3,450.00	$3,500.00	$7,500.00	$10,500.00
3	12 MONTH RENTAL PAYMENT	$1,900.00	$1,900.00	$3,900.00	$3,800.00	$2,583.00	$2,500.00	$3,110.00	$3,250.00	$6,500.00	$9,500.00
4	18 MONTH RENTAL PAYMENT	$1,850.00	$1,850.00	$3,850.00	$3,500.00	$2,140.00	$2,325.00	$2,750.00	$3,000.00	$5,500.00	$8,700.00
5	24 MONTH RENTAL PAYMENT	$1,200.00	$1,200.00	$3,700.00	$3,100.00	$2,000.00	$2,150.00	$2,155.00	$2,500.00	$4,800.00	$6,000.00
6	36 MONTH RENTAL PAYMENT	$950.00	$950.00	$3,500.00	$2,900.00	$1,398.00	$1,875.00	$1,925.00	$2,300.00	$4,600.00	$5,500.00
7	48 MONTH RENTAL PAYMENT	$800.00	$800.00	$3,250.00	$2,750.00	$1,300.00	$1,700.00	$1,850.00	$2,100.00	$4,400.00	$5,100.00
8	60 MONTH RENTAL PAYMENT	$725.00	$725.00	$3,100.00	$2,500.00	$1,200.00	$1,555.00	$1,700.00	$1,900.00	$3,800.00	$3,800.00
9	***PURCHASE PRICE FOR USED BUILDING***	$40,000.00	$43,500.00	$100,850.00	$115,000.00	$75,000.00	$80,000.00	$135,000.00	$140,000.00	$175,000.00	$215,000.00
	NEW MONTHLY RENTAL PRICE/NEW										
10	06 MONTH RENTAL PAYMENT	$18,333.00	$25,500.00	$20,000.00	$26,500.00	$19,000.00	$21,500.00	$29,100.00	$29,600.00	$37,800.00	$48,000.00
11	09 MONTH RENTAL PAYMENT	$5,100.00	$7,200.00	$4,800.00	$6,500.00	$5,100.00	$5,700.00	$7,700.00	$7,800.00	$9,400.00	$11,800.00
12	12 MONTH RENTAL PAYMENT	$5,066.00	$7,100.00	$4,700.00	$6,450.00	$5,000.00	$5,600.00	$7,650.00	$7,700.00	$9,236.00	$11,555.00
13	18 MONTH RENTAL PAYMENT	$5,012.00	$5,535.00	$4,550.00	$6,133.00	$4,933.00	$5,477.00	$7,422.00	$6,542.00	$9,052.00	$11,295.00
14	24 MONTH RENTAL PAYMENT	$4,583.00	$5,375.00	$4,003.00	$6,025.00	$4,750.00	$3,579.00	$7,305.00	$4,696.00	$7,918.00	$10,877.00
15	36 MONTH RENTAL PAYMENT	$3,063.00	$4,250.00	$3,286.00	$3,609.00	$3,166.00	$3,585.00	$4,865.00	$4,984.00	$6,376.00	$8,080.00
16	48 MONTH RENTAL PAYMENT	$2,323.00	$3,187.00	$2,529.00	$3,287.00	$2,490.00	$2,785.00	$3,688.00	$3,706.00	$4,720.00	$5,914.00
17	60 MONTH RENTAL PAYMENT	$2,063.00	$2,813.00	$2,247.00	$2,925.00	$2,204.00	$2,468.00	$3,276.00	$3,292.00	$4,200.00	$5,268.00

ATTACHMENT D

SUBMITTED BY: Sean Khan Consulting Company, Inc. (dba) SKC Company

GARDEN GROVE UNIFIED SCHOOL DISTRICT BID NO. 1512

		D - 1	D - 2	D - 3	D - 4	D - 5	D - 6	D - 7	D - 8	D - 9	D - 10
ITEM	DESCRIPTION	48 x 40 A	48 x 40 B	48 x 40 C	NOT USED	60 x 40 A (24x40 & 36x40)	60 x 40 B (24x40 & 36x40)	72 x 40 (36x40 & 36x40)	24 x 60 A	24 x 60 B	48 x 60
	NEW & USED BUILDING PRICE MUST INCLUDE CARPET, VERTICAL BLINDS, & EXTERIOR PAINTED TO MATCH EXISTING BUILDINGS ON CAMPUS (BODY & TRIM)										
	RENTAL PRICES MUST INCLUDE INCIDENTAL SERVIES CHARGES FOR DELIVERY, SET UP, DISMANTLING AND RETURN										
	USED MONTHLY RENTAL PRICE/NEW										
1	06 MONTH RENTAL PAYMENT	$10,500.00	$11,500.00	$15,700.00		$18,000.00	$14,000.00	$19,000.00	$7,900.00	$7,900.00	$18,500.00
2	09 MONTH RENTAL PAYMENT	$3,206.00	$3,700.00	$4,000.00		$12,000.00	$9,500.00	$11,500.00	$3,140.00	$3,140.00	$9,500.00
3	12 MONTH RENTAL PAYMENT	$3,106.00	$3,600.00	$3,900.00		$11,666.00	$9,120.00	$11,200.00	$3,100.00	$3,100.00	$9,120.00
4	18 MONTH RENTAL PAYMENT	$2,986.00	$3,500.00	$3,600.00		$7,900.00	$7,900.00	$11,000.00	$2,283.00	$2,283.00	$8,600.00
5	24 MONTH RENTAL PAYMENT	$2,805.00	$3,300.00	$3,300.00		$7,200.00	$7,200.00	$8,300.00	$2,100.00	$2,100.00	$7,900.00
6	36 MONTH RENTAL PAYMENT	$2,741.00	$3,200.00	$3,200.00		$4,100.00	$5,250.00	$5,600.00	$2,050.00	$2,050.00	$5,250.00
7	48 MONTH RENTAL PAYMENT	$2,600.00	$3,100.00	$3,100.00		$3,400.00	$4,150.00	$4,375.00	$1,900.00	$1,900.00	$4,150.00
8	60 MONTH RENTAL PAYMENT	$2,200.00	$2,700.00	$3,000.00		$2,800.00	$3,250.00	$3,550.00	$1,800.00	$1,800.00	$3,250.00
9	***PURCHASE PRICE FOR USED BUILDING***	$95,000.00	$105,000.00	$140,000.00		$185,000.00	$140,000.00	$190,000.00	$79,000.00	$79,000.00	$185,000.00
	NEW MONTHLY RENTAL PRICE/NEW										
10	06 MONTH RENTAL PAYMENT	$25,500.00	$27,200.00	$80,500.00		$31,333.00	$39,333.00	$44,333.00	$21,166.00	$21,166.00	$48,000.00
11	09 MONTH RENTAL PAYMENT	$6,300.00	$6,650.00	$21,500.00		$7,977.00	$9,866.00	$11,700.00	$5,177.00	$5,177.00	$13,553.00
12	12 MONTH RENTAL PAYMENT	$6,250.00	$6,583.00	$21,250.00		$7,666.00	$9,800.00	$11,066.00	$5,133.00	$5,133.00	$13,090.00
13	18 MONTH RENTAL PAYMENT	$6,000.00	$6,155.00	$20,833.00		$7,388.00	$8,520.00	$10,777.00	$5,055.00	$5,055.00	$12,850.00
14	24 MONTH RENTAL PAYMENT	$5,775.00	$6,091.00	$20,125.00		$7,033.00	$8,040.00	$10,083.00	$4,900.00	$4,900.00	$12,015.00
15	36 MONTH RENTAL PAYMENT	$4,250.00	$4,530.00	$13,500.00		$5,222.00	$6,560.00	$7,400.00	$3,527.00	$3,527.00	$8,050.00
16	48 MONTH RENTAL PAYMENT	$3,326.00	$3,505.00	$9,950.00		$3,920.00	$4,920.00	$5,541.00	$2,806.00	$2,806.00	$6,400.00
17	60 MONTH RENTAL PAYMENT	$2,946.00	$3,106.00	$8,727.00		$3,140.00	$3,935.00	$4,436.00	$2,517.00	$2,517.00	$5,600.00

ATTACHMENT E

SUBMITTED BY: Sean Khan Consulting Company, Inc. (dba) SKC Company

GARDEN GROVE UNIFIED SCHOOL DISTRICT BID NO. 1512

	ADDITIVE ALTERNATIVES	UNIT	PRICE
	FLOORING		
1	STANDARD CARPET	SQUARE FOOT	3.36
2	NON STANDARD CARPET 26 OZ OLEFIN	SQUARE FOOT	4.03
3	UPGRADE STANDARD CARPET - LEES FACULTY 4	SQUARE FOOT	6.39
4	UPGRADE STANDARD CARPET - COLLINS/AIKMAN	SQUARE FOOT	5.40
5	CERAMIC TILE WITH THIN SET BASE OVER 1 1/2' BACKING	SQUARE FOOT	42.50
6	VCT	SQUARE FOOT	6.50
7	CARPET TILE 2'X2'	SQUARE FOOT	30.50
8	FLAT LAY SHEET VINYL	SQUARE FOOT	9.25
9	SHEET VINYL WITH SELF COVE	SQUARE FOOT	8.95
10	VINYL UPGRADE OF FORBO MARMOLEUM	SQUARE FOOT	12.98
11	KITCHEN SHOWER AREA ALTRA MARINE SAFETY FLOOR	SQUARE FOOT	29.68
12	EPOXY BUILT UP FLOOR AND WALL COATING	SQUARE FOOT	30.62
	WALLS		
13	INTERIOR NON-RATED 2X4 WALL, 16"OC FLOOR TO RAFTER	LINEAR FOOT	128.62
14	INTERIOR NON-RATED 2X4 WALL, 16"OC FLOOR TO CEILING	LINEAR FOOT	111.52
15	R19 INSULATION IN LIEU OF R-11	SQUARE FOOT	0.89
16	2x6 EXTERIOR WALL WITH R19 INSULATION	LINEAR FOOT	135.64
17	INTERIOR 1 HOUR FIRE RATED WALL, 16"OC FLOOR TO RAFTERS	LINEAR FOOT	198.87
18	INTERIOR 2 HOUR FIRE RATED WALL, 16"OC FLOOR TO RAFTERS	LINEAR FOOT	275.00
19	EXTERIOR 1 HOUR FIRE RATED WALL	LINEAR FOOT	258.37
20	EXTERIOR 2 HOUR FIRE RATED WALL	LINEAR FOOT	296.92
21	TAPE TEXTURE AND PAINT IN LIEU OF VINYL COVERED TACK BOARD	SQUARE FOOT	5.85
22	STAINLESS STEEL WALL COVERING	SQUARE FOOT	35.98
23	FIBER GLASS WALL PANELS (3/32 FRP) IN LIEU OF VCT	SQUARE FOOT	3.25
24	OPERABLE WALL 24'	EACH	16,897.00
25	OPERABLE WALL 36'	EACH	23,698.00
26	CERAMIC TILE WALL	SQUARE FOOT	40.95
27	WALL VINYL UPGRADE	SQUARE FOOT	3.50
28	24 GAUGE WHITE MAGNETIC MARKER BOARD (4X8)	EACH	550.87
	ROOF		
29	HARD CEILINGS	SQUARE FOOT	40.60
30	1 HOUR FIRE RATED CEILINGS	SQUARE FOOT	9.00
31	2 HOUR FIRE RATED CEILINGS	SQUARE FOOT	13.00
32	VINYL COVERED GYPSUM CEILING PANELS IN COMMERCIAL KITCHEN	SQUARE FOOT	4.68
33	POLYISOCYANURATE ROOF INSUALTION R-19	SQUARE FOOT	6.98
34	POLYISOCYANURATE ROOF INSUALTION R-30	SQUARE FOOT	12.75
35	COMPOSITION SHINGLE ROOF	SQUARE FOOT	8.00
36	GEO FLEX ROOF SYSTEM	SQUARE FOOT	27.00
37	BUILT UP ROOF SYSTEM	SQUARE FOOT	5.87
38	TPO ROOF SYSTEM	SQUARE FOOT	10.50
39	EPDM ROOF SYSTEM	SQUARE FOOT	9.65
40	R-30 MFIBERGLASS INSULATION IN LIEU OF R-18	SQUARE FOOT	1.95
41	MANSARD - METAL	LINEAR FOOT	325.00
42	MANSARD - TILE	LINEAR FOOT	375.00
43	MANSARD - COMPOSITION SHINGLE	LINEAR FOOT	315.00
44	42" PARAPET	LINEAR FOOT	210.00
45	30" FASCIA METAL	LINEAR FOOT	290.00
46	30" FASCIA STUCCO	LINEAR FOOT	290.00
47	BOX SOFFIT STUCCO	LINEAR FOOT	280.00
48	BOX SOFFIT DURATEMP OR T1-11 SIDING	LINEAR FOOT	250.00
49	2X2 SKYLIGHT WITH LIGHT SHAFT	EACH	1,400.00
50	2X4 SKYLIGHT WITH LIGHT SHAFT	EACH	1,650.00

ATTACHMENT E

SUBMITTED BY: Sean Khan Consulting Company, Inc. (dba) SKC Company

GARDEN GROVE UNIFIED SCHOOL DISTRICT BID NO. 1512

51	4X4 SKYLIGHT WITH LIGHT SHAFT	EACH	1,850.00
	ADDITIVE ALTERNATIVES		
	DOORS		
52	EXTERIOR DOOR PACKAGE - STEEL 3070	EACH	2,500.00
53	UPGRADE TO WELDED DOOR FRAME	EACH	1,250.00
54	SINGLE STOREFRONT GLASS DOOR	EACH	3,500.00
55	DOUBLE STOREFRONT GLASS DOOR	EACH	5,800.00
56	1 HR FIRE RATED DOOR	EACH	2,600.00
57	SIDE LIGHT HOLLOW METAL FRAME WINDOW	EACH	1,950.00
58	DOUBLE DOOR SIDE LITE	EACH	4,650.00
59	EXTERIOR DOOR WITH 2" SIDELIGHT	EACH	2,750.00
60	EXTERIOR DOOR WITH 5" SIDELIGHT	EACH	2,950.00
61	TRANSFORM TOP DOOR HOLLOW METAL FRAME WINDOW	EACH	2,300.00
62	INTERIOR DOOR PACKAGE - WOOD	EACH	1,550.00
63	ROLLUP OVERHEAD DOOR 10X8	EACH	9,200.00
64	ROLLUP OVERHEAD DOOR 16X9 MOTORIZED 1 HR RATED	EACH	19,500.00
65	FLOOR ACCESSORIES HATCH 24 X 24	EACH	1,250.00
66	ROOF HATCH 36X36	EACH	3,950.00
67	PANIC HARDWARE IN LIEU OF STANDARD LOCKSET	EACH	1,750.00
68	SCHLAGE VANDAL GUARD OR EQUAL IN LIEU OF STANDARD	EACH	750.00
69	HARDWARE UPGRADE "A"	EACH	1,250.00
70	HARDWARE UPGRADE "B"	EACH	2,450.00
71	HARDWARE UPGRADE "C"	EACH	4,350.00
	WINDOWS		
72	8040 XOX /DG SLIDING ALUMINUM WINDOW 46%	EACH	1,650.00
73	6040 XOX /DG SLIDING ALUMINUM WINDOW 46%	EACH	1,550.00
74	4042 XOX /DG SLIDING ALUMINUM WINDOW 46%	EACH	1,250.00
75	8040 XOX HOLLOW METAL WINDOW	EACH	3,150.00
76	6040 XOX HOLLOW METAL WINDOW	EACH	2,780.00
77	4040 XOX HOLLOW METAL WINDOW	EACH	2,600.00
78	8020 XOX HOLLOW METAL WINDOW	EACH	2,750.00
79	6020 XOX HOLLOW METAL WINDOW	EACH	2,580.00
80	4020 XOX HOLLOW METAL WINDOW	EACH	1,750.00
81	4040 FIXED INTERIOR WINDOW	EACH	1,050.00
82	UPGRADE TO LOW E GLAZING	SQUARE FOOT	20.00
83	UPGRADE TO LEXAN GLASS	SQUARE FOOT	38.00
84	SECURITY SCREENS	SQUARE FOOT	58.00
85	FIRE RATED WINDOWS	SQUARE FOOT	75.00
86	1" INSET METAL BLINDS ON EXTERIOR WINDOWS	SQUARE FOOT	18.00
	ELECTRICAL		
87	150 AMP SINGLE PHASE PANEL	EACH	1,150.00
88	200 AMP SINGLE PHASE PANEL	EACH	1,550.00
89	400 AMP SINGLE PHASE PANEL	EACH	4,500.00
90	100 AMP THREE PHASE PANEL	EACH	1,800.00
91	150 AMP THREE PHASE PANEL	EACH	2,250.00
92	200 AMP THREE PHASE PANEL	EACH	2,600.00
93	225 AMP THREE PHASE PANEL	EACH	3,000.00
94	400 AMP THREE PHASE PANEL	EACH	5,150.00
95	6X6X6 EXTERIOR SIGNAL BOX A/3/4" CONDUIT TO ATTIC	EACH	390.00
96	12X12X6 EMPTY BOX	EACH	450.00
97	3 COMPARTMENT EMPTY GUTTER TRAY	EACH	780.00
98	4 COMPARTMENT EMPTY GUTTER TRAY	EACH	950.00
99	110V DUPLEX WALL RECEPTABLE WITH COVER	EACH	180.00
100	110V DUPLEX WALL RECEPTABLE WITH COVER - DEDICATED	EACH	350.00

ATTACHMENT E

SUBMITTED BY: Sean Khan Consulting Company, Inc. (dba) SKC Company

GARDEN GROVE UNIFIED SCHOOL DISTRICT BID NO. 1512

101	110V DUPLEX WALL GFI RECEPTABLE WITH COVER	EACH	285.00
102	110V DUPLEX FLOOR RECEPTABLE WITH COVER	EACH	475.00
103	110V FOUR PLEX FLOOR BOX	EACH	840.00
104	DATA FLOOR BOX	EACH	575.00
105	220V DUPLEX WALL RECEPTABLE WITH COVER	EACH	485.00
106	30 AMP CIRCUIT - WALL	EACH	400.00
107	40 AMP CIRCUIT - WALL	EACH	500.00
108	50 AMP CIRCUIT - WALL	EACH	550.00
109	60 AMP CIRCUIT - WALL	EACH	600.00
110	DEDICATED FOUR PLEX WALL RECEIPT	EACH	425.00
111	WIRE MOLD SERIES 5500	LINEAR FOOT	85.00
112	DATA WALL BOX WITH BLANK COVER PLATE	EACH	150.00
113	INTERIOR LIGHT SWITCH	EACH	185.00
114	INTERIOR LIGHT SWITCH - THREE WAY	EACH	250.00
115	INTERIOR 2X4 FLUORESCENT FIXTURE W/A+LOW HARMONIC BALLAST	EACH	280.00
116	INTERIOR 2X4 FLUORESCENT FIXTURE WITH BATTERY BACKUP	EACH	450.00
117	UPGRADE INT. 2X4 FLUOR. FIXTURE TO T-8 LAMPS	EACH	85.00
118	INTERIOR 2X4 FLUORESCENT FIXTURE WITH T-8 LAMPS	EACH	235.00
119	INTERIOR 2X2 FLUORESCENT FIXTURE WITH T-8 LAMPS	EACH	265.00
120	EMERGENCY LIGHT W/ BATTERY BACKUP-INTERIOR WALL MOUNT	EACH	375.00
121	EXIT LIGHT W/BATTERY BACKUP - INTERIOR WALL MOUNT (HIGH)	EACH	360.00
122	EXTERIOR FLUORESCENT FIXTURE WITH INTEGRAL PHOTO CELL	EACH	295.00
123	70W HPS EXTERIOR LIGHTING	EACH	450.00
124	ELECTRIC HAND DRYER	EACH	1,050.00
125	TV BRACKET WITH BACKING	EACH	980.00
126	FIRE ALARM SYSTEM BLDG SF	SQUARE FOOT	15.00
127	SMOKE/HEAT DETECTOR	EACH	250.00
128	CO2 DETECTOR FIRE SPRINKLER IN OPEN BLDG BY SF	EACH	1,650.00
129	FIRE SPRINKLER IN OPEN BLDG BY SF	SQUARE FOOT	13.50
130	ABC RATED WALL HUNG FIRE EXTINGUISHER	EACH	175.00
131	ABE RATED FIRE EXTINGUISHER IN SEMI RECESSED WALL CABINET	EACH	400.00
	HEATING AND COOLING		
132	UPGRADE FROM 3.5 FT WALL MT HEAT PUMP TO 4T WALL MT HEAT PUMP	EACH	1,950.00
133	UPGRADE FROM 3.5 FT WALL MT HEAT PUMP TO 5T WALL MT HEAT PUMP	EACH	2,400.00
134	UPGRADE FROM 3.5 FT WALL MT HEAT PUMP TO 3.5FT ROOF MT HEAT PUMP	EACH	14,500.00
135	UPGRADE FROM 3.5 FT WALL MT HEAT PUMP TO 4T ROOF MT HEAT PUMP	EACH	16,800.00
136	UPGRADE FROM 3.5 FT WALL MT HEAT PUMP TO 5T ROOF MT HEAT PUMP	EACH	22,500.00
137	UPGRADE FROM 3.5 FT WALL MT HEAT PUMP TO 3.5T INTERIOR HEAT PUMP	EACH	6,500.00
138	UPGRADE FROM 3.5 FT WALL MT HEAT PUMP TO 4T INTERIOR HEAT PUMP	EACH	8,400.00
139	UPGRADE FROM 3.5 FT WALL MT HEAT PUMP TO 5T INTERIOR HEAT PUMP	EACH	9,450.00
140	ADD 2 TON WALL MOUNT HEAT PUMP UNIT	EACH	4,250.00
141	ADD 3.5 TON WALL MOUNT HEAT PUMP UNIT	EACH	6,750.00
142	ADD 4 TON WALL MOUNT HEAT PUMP UNIT	EACH	7,950.00
143	ADD 5 TON WALL MOUNT HEAT PUMP UNIT	EACH	8,550.00
144	ADD 3.5T ROOF MOUNT HEAT PUMP UNIT	EACH	23,500.00
145	ADD 4T ROOF MOUNT HEAT PUMP UNIT	EACH	24,500.00
146	ADD 5T ROOF MOUNT HEAT PUMP UNIT	EACH	27,600.00
147	ADD 3.5T ROOF MOUNT GAS PACK UNIT	EACH	22,000.00
148	ADD 4T ROOF MOUNT GAS PACK UNIT	EACH	25,000.00
149	ADD 5T ROOF MOUNT GAS PACK UNIT	EACH	26,800.00
150	ADD 7T ROOF MOUNT GAS PACK UNIT	EACH	28,000.00
151	ADD 10T ROOF MOUNT GAS PACK UNIT	EACH	38,500.00
152	ADD 3.5T INTERIOR HEAT PUMP UNIT	EACH	12,500.00
153	ADD 4T INTERIOR HEAT PUMP UNIT	EACH	14,800.00

ATTACHMENT E

SUBMITTED BY: Sean Khan Consulting Company, Inc. (dba) SKC Company

GARDEN GROVE UNIFIED SCHOOL DISTRICT BID NO. 1512

154	ADD 5T INTERIOR HEAT PUMP UNIT	EACH	16,000.00
155	WAG 40 GAS HVAC UNIT IN LIEU PF 3-1/2 TON WALL MOUNT HEAT PUMP	EACH	4,000.00
156	RESTROOM CEILING HEATER	EACH	650.00
	ADDITIVE ITEMS		
157	PER UNIT 3PHS UPGRADE	EACH	2,000.00
158	PER UNIT BARD UPGRADE	EACH	650.00
159	12 SEER UPGRADE	EACH	3,200.00
160	AIR PURIFIER	EACH	2,500.00
161	SUPPLY REGISTER AND 12' OF FLEX DUCT	EACH	425.00
162	RETURN AIR REGISTER AND 12' OF FLEX DUCT	EACH	425.00
163	ADD FLEX DUCTING BY LF	LINEAR FOOT	45.00
164	ADD GALVANIZED DUCTING BY LF	LINEAR FOOT	60.00
165	SMOKE/FIRE DAMPERS	EACH	2,100.00
166	BAROMETRIC RELEIF DAMPER	EACH	300.00
167	HVAC RETURN AIR PLENUM CHASE WALL (12 FEET)	EACH	3,000.00
168	FIRE RATED SHAFT	LINEAR FOOT	450.00
169	CEILING EXHAUST FAN (120 CFM) WITH DUCT	EACH	795.00
170	KITCHEN EXHAUST FAN, COOK VCR-XP-300 2750 CFM	EACH	9,850.00
171	KITCHEN EXHAUST FAN, COOK VCR-XP-300 2050 CFM	EACH	8,550.00
172	KITCHEN SUPPLY FAN, COOK 120KSP-B-220 CFM	EACH	5,600.00
173	EXHAUST FAN COOK ACEB 702C2B	EACH	2,000.00
174	EXHAUST FAN COOK ACEB 602C2B	EACH	1,900.00
175	INSECT CONTROL FAN	EACH	1,600.00
176	FUME HOOD (6FT)	EACH	26,000.00
	PLUMBING	EACH	
177	INTERIOR UNISEX TOILET ROOM	EACH	9,900.00
178	INTERIOR PRIMARY UNISEX TOILET	EACH	12,800.00
179	INSTANT FLOW ELECTRIC TANKLESS WATER HEATER	EACH	780.00
180	6 GAL ELECTRIC WATER HEATER	EACH	1,500.00
181	10 GAL ELECTRIC WATER HEATER	EACH	1,850.00
182	50 GAL ELECTRIC WATER HEATER	EACH	4,500.00
183	GAS PIPING	LINEAR FOOT	95.00
184	GAS TURRETS	EACH	680.00
185	CAST IRON DRAIN LINES	LINEAR FOOT	115.00
186	ACID RESISTANT WASTE PIPING	LINEAR FOOT	250.00
187	FLOOR DRAINS	EACH	1,100.00
188	NON FREEZE PROOF HOSE BIB WITH PLUMBERS KEY	EACH	650.00
189	PLUMB WALL FOR FIXTURE WITH SUPPLY LINE(S) AND DRAIN LINES	EACH	7,200.00
190	ADA DRINKING FOUNTAIN DUAL WALL MOUNTED INTERIOR	EACH	4,800.00
191	ADA DRINKING FOUNTAIN DUAL WALL MOUNTED EXTERIOR	EACH	6,300.00
192	ADA BUBBLER FOR SINK	EACH	450.00
193	LAVATORY WALL HUNG VITREOUS CHINA 19"X17" WITH ACRRIERS	EACH	1,450.00
194	TOILET WALL HUNG VITREOUS CHINA FLUSH VALVE ADA / STANDARD	EACH	1,400.00
195	FLUSH VALVE TOILET OR URINAL	EACH	1,500.00
196	15X22 COFFEE BAR SINK W/GOOSE NECK FAUCET & WRIST BLADE HANDLES	EACH	1,200.00
197	CLASSROOM 17X25 SINK	EACH	1,750.00
198	BRADLEY SINK SS-2	EACH	4,100.00
199	BRADLEY SINK MG-2	EACH	4,400.00
200	BRADLEY SINK AND COUNTER 72"	EACH	6,000.00
201	DOUBLE BOWL STAINLESS STEEL WITH 8" SINGLE LEVER FAUCET	EACH	1,450.00
202	THREE BOWL 55 COMM SINK INCLUDES DRAIN BOARDS AND FAUCET	EACH	7,000.00
203	MOP SINK FGLASS W/LEGS AND SWING FAUCET	EACH	1,200.00
204	MOP SINK 24X24" FLOOR MOUNTED WITH WALL FAUCET	EACH	2,500.00
205	36"X36" FIBERGLASS ADA SHOWER UNIT WITH FLOOR DRAIN	EACH	2,250.00

ATTACHMENT E

SUBMITTED BY: Sean Khan Consulting Company, Inc. (dba) SKC Company

GARDEN GROVE UNIFIED SCHOOL DISTRICT BID NO. 1512

206	FIBERGLASS ADA SHOWER STALL WITH ADA LIP AND SEAT	EACH	4,650.00
207	IN SINK GARBAGE DISPOSAL	EACH	500.00
208	EMERGENCY EYE WASH	EACH	5,800.00
209	MIRROR, TOILET PAPER, PAPER TOWEL, SOAP, TOILET SEAT COVER DISP (MUST MEET ADA	EACH	375.00
210	SOLID PLASTIC PARTITIONS UPGRADE	LINEAR FOOT	110.00
	CABINETRY		
211	ADA PLUMBED SINK AND CABINET W/BUBBLER	EACH	4,500.00
212	BASE CABINET - WIC #102 L36XH36XD24	EACH	1,350.00
213	BASE CAB WIC #142	EACH	1,480.00
214	DRAWER BASE CAN WIC #222	EACH	1,800.00
215	DRAWER BASE CAN WIC #240	EACH	2,250.00
216	DRAWER BASE CAN WIC #230	EACH	2,050.00
217	WALL HUNG CAB WIC #312	EACH	1,250.00
218	OPEN UPPER CABINET - WIC #300 L36 X H30 X D12	EACH	1,280.00
219	UPPER CABINET WITH DOORS - WIC #400 L36 X H84 X D24	EACH	1,415.00
220	OPEN TALL STORAGE CABINET - WIC #402 L36 X H84 X D24	EACH	1,700.00
221	LOCKABLE TALL STORAGE UNIT CABINET - WIC #402 L36 X H84 X D24	EACH	2,150.00
222	TALL STORAGE WIC #440	EACH	1,850.00
223	7" CORNER TV CABINET	EACH	3,150.00
224	TALL TEACHER CABINET WIC #530 L48 X H84 X D24	EACH	2,650.00
225	16' TEACHING WALL	EACH	12,800.00
226	30' TEACHERS WALL	EACH	24,000.00
227	30' SPECIAL TECH WALL	EACH	26,000.00
228	SCIENCE WORK STATION/ISLAND	EACH	17,800.00
229	KITCHEN	EACH	17,500.00
230	WARDROBE RACK WIC #540 L60 WITH 15 HOOKS (INTERIOR)	EACH	950.00
231	WARDROBE RACK WIC #540 L60 WITH 15 HOOKS (EXTERIOR)	EACH	1,050.00
232	CUBBY STORAGE WIC #544 L48 X H66 X D12 (48 CUBICLES)	EACH	3,000.00
233	LOW BOOK SHELVES - WIC #600 L36 X H42 X D9	EACH	1,150.00
234	HIGH PRESSURE LAMINATE COUNTER TOP	LINEAR FOOT	130.00
235	EPOXY COUNTER TOP	LINEAR FOOT	320.00
236	CABINET BLOCKING - UPPER 4X4	LINEAR FOOT	45.00
237	CABINET BLOCKING - LOWER	LINEAR FOOT	45.00
	LOCKERS AND BENCHES		
238	SINGLE TIER STANDARD LOCKER: 15"W x 72"H x 18"D (16 GAUGE STEEL)	EACH	$500.00
239	DOUBLE TIER STANDARD LOCKER: 15"W x 36"H x 18"D (16 GAUGE STEEL)	EACH	$550.00
240	TRIPLE TIER STANDARD LOCKERS: 15"W x 24"H x 18"D (16 GAUGE STEEL)	EACH	$600.00
241	SIX TIER BOX LOCKERS: 12"W x 12"H x 15"D (16 GAUGE STEEL)	EACH	$625.00
242	STANDARD GEAR LOCKER: 24"W x 72"H x 24"D (16 GAUGE STEEL)	EACH	$850.00
243	BENCH: 48"W x 18"H x 9.5"D (ALUMINUM OR WOOD)	EACH	$250.00
244	BENCH: 72"W x 18"H x 9.5"D (ALUMINUM OR WOOD)	EACH	$325.00
245	BENCH: 96"W x 18"H x 9.5"D (ALUMINUM OR WOOD)	EACH	$450.00
	APPLIANCES		
246	RESIDENTIAL RANGE HOOD	EACH	280.00
247	RESIDNETIAL FREE STANDING 30" ELECTRIC RANGE	EACH	1,250.00
248	RESIDENTIAL REFRIGERATOR (18 CU FT) FROST-FREE	EACH	1,350.00
249	24" UNDER COUNTER RESIDENTIAL REFRIGERATOR 6.0 CU FT	EACH	850.00
250	RESIDENTIAL DISHWASHER (2 CYCLE)	EACH	700.00
251	RESIDNETIAL WASHER	EACH	850.00
252	RESIDENTIAL DRYER	EACH	820.00
253	COMM RANGE HOOD 5 X 21 WITH FIRE SUPPRESSION SYSTEM	EACH	17,000.00
254	VULCAN 36L COMMERCIAL 6 BURNER RANGE WITH OVEN	EACH	4,500.00
255	SINGLE DOOR 27" COMM FREEZER 23 CU FT	EACH	2,600.00
256	SINGLE DOOR 27" COMM REFER23 CU FT	EACH	2,750.00

ATTACHMENT E

SUBMITTED BY: Sean Khan Consulting Company, Inc. (dba) SKC Company

GARDEN GROVE UNIFIED SCHOOL DISTRICT BID NO. 1512

257	COMMERCIAL DISHWASHER	EACH	4,500.00
258	8 X 8 WALK IN REFRIGERATOR	EACH	23,950.00
259	12 X 17 WALK IN REFRIGERATOR	EACH	35,000.00
260	10 X 20 WALK IN FREEZER	EACH	35,000.00
261	DISPOSER 1-1/2 HP	EACH	3,600.00
262	FAUCET PRE-RINSE	EACH	960.00
263	SINK-FOOD PREP 1 COMPARTMENT	EACH	5,000.00
	MISC ITEMS		
264	ADDITIONAL METAL 4 X 11 RAMP AND 5 X 7 LANDING WITH HANDRAILS (RAMP A)	EACH	3,200.00
265	SWITCH BACK RAMP (RAMP B)	EACH	7,550.00
266	OFFSET RAMP (RAMP C)	EACH	3,900.00
267	COMMON DECK WITH RAMP (RAMP D)	EACH	14,500.00
268	ADD A METAL LANDING AND 3 STEP RISER WITH HANDRAILS (STEP)	EACH	1,900.00
269	RAMP EXTENSION - EXTEND METAL RAMP WITH HANDRAILS **ATTACHED** TO BUILDING	LINEAR FOOT	225.00
270	RAMP EXTENSION - EXTEND METAL RAMP WITH HANDRAILS **OFFSET** FROM BUILDING	LINEAR FOOT	225.00
271	CONCRETE 4 X 11 RAMP AND 5 X 7 LANDING WITH HANDRAILS	EACH	11,650.00
272	EXTEND CONCRETE RAMP OR LANDING WITH HANDRAILS	LINEAR FOOT	450.00
273	TMP BELOW 30" - STEEL RAMP	SQUARE FOOT	$49.50
274	TMP BELOW 30" - GALAVANIZED/ALUMINUM RAMP	SQUARE FOOT	$52.00
275	TMP BELOW 30" - ALUMINUM RAMP	SQUARE FOOT	$69.00
276	TMP ABOVE 30" - STEEL RAMP	SQUARE FOOT	$69.00
277	TMP ABOVE 30" - GALVANIZED/ALUMINUM RAMP	SQUARE FOOT	$82.00
278	TMP ABOVE 30" - ALUMINUM RAMP	SQUARE FOOT	$95.00
279	EXTERIOR PLASTER STUCCO (3 COAT)	SQUARE FOOT	24.50
280	FORKLIFT	PER DAY	1,500.00
281	GUTTER/DOWNSPOUTS	LINEAR FOOT	20.00
282	ADD FOR ENERGY AND ENVIRONMENT BUILDING PACKAGE	SQUARE FOOT	50.00
283	ENGINEERING AND DESIGN	PER HOUR	175.00
284	CONTRACT AND PROJECT SUPERVISION	PER HOUR	125.00
285	UNFORSEEN ITEMS NOT ITEMIZED WILL BE INVOICED TO INCLUDE % SUPERVISION AND % OVERHEAD AND PROFIT.	PERCENT	15%
286	DSA MEETING TRIP COST	FEE	1,500.00
287	ANY ITEM HEREIN NOT STATED WILL BE AT COST AND MARK UP	PERCENT	15%
288	DUMPSTER (40FT ROLL OFF) PER ROLL OFF/LOAD	PER LOAD	1,050.00
289	TEMPORARY TOILET W/HAND WASH	PER WEEK	250.00
290	UNION RATE - PREVAILING WAGE LABOR PER HOUR (MINIMUM 4 HRS)	PER HOUR	125.00
291	STANDARD - PREVAILING WAGE LABOR PER HOUR (MINIMUM 4 HRS)	PER HOUR	95.00
292	DAILY CREW PER DIEM OUTSIDE 150 MILES	PER DAY	650.00
	ADDITIVE ALTERNATIVE DELIVERY SERVICE CALL TRANS APPROVED ROUTES RATES FOR UP TO 40' MODULE	**LOCATION**	Chino, CA 91710
	MILES		
293	0-50	EACH	850.00
294	51-75	EACH	950.00
295	76-100	EACH	975.00
296	101-125	EACH	1,100.00
297	126-150	EACH	1,200.00
298	151-175	EACH	1,450.00
299	176-200	EACH	1,550.00
300	201-225	EACH	1,600.00
301	226-250	EACH	1,650.00
302	251-275	EACH	1,700.00
303	275-300	EACH	1,800.00
304	301-325	EACH	1,900.00
305	326-350	EACH	1,950.00

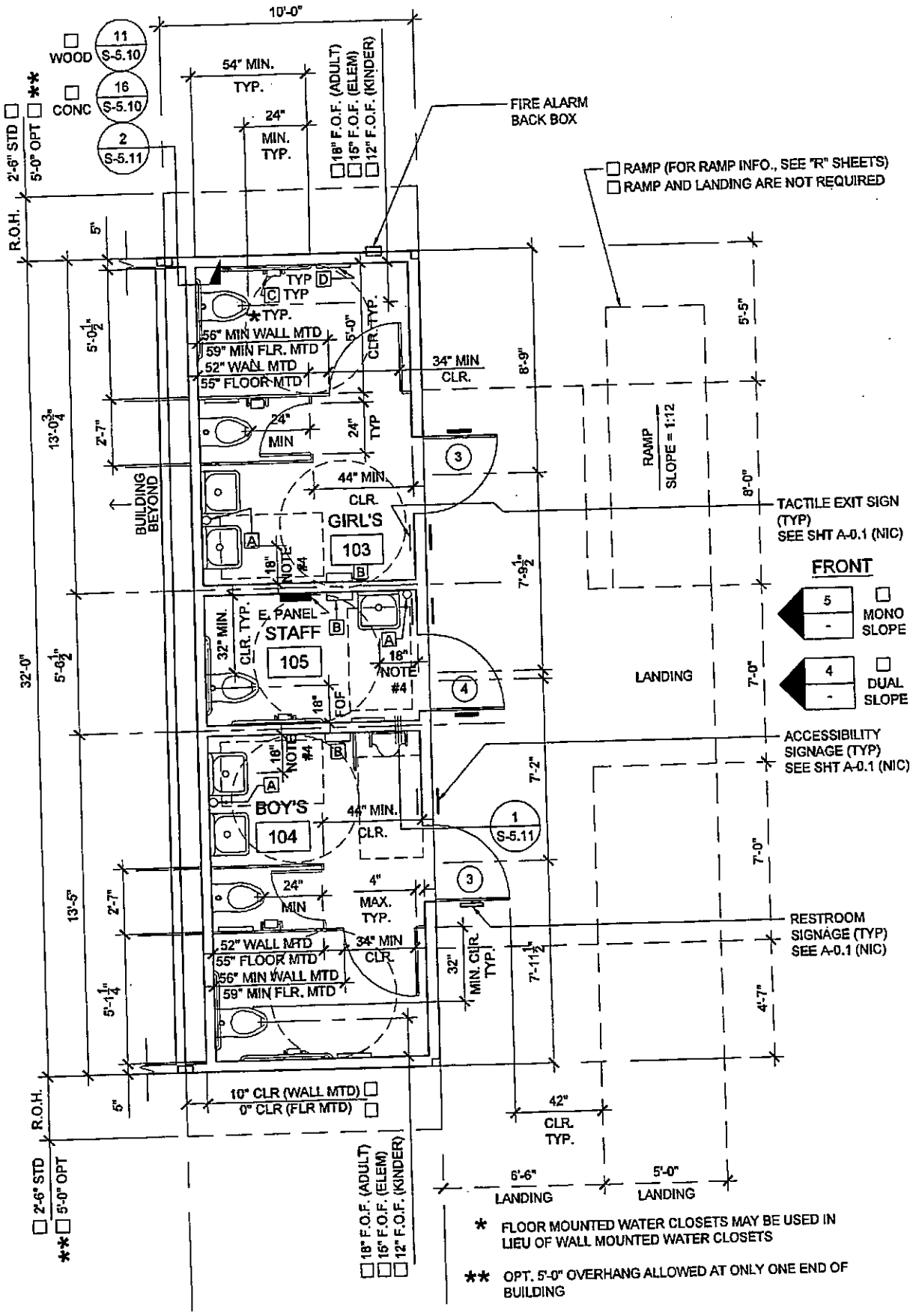
ATTACHMENT E

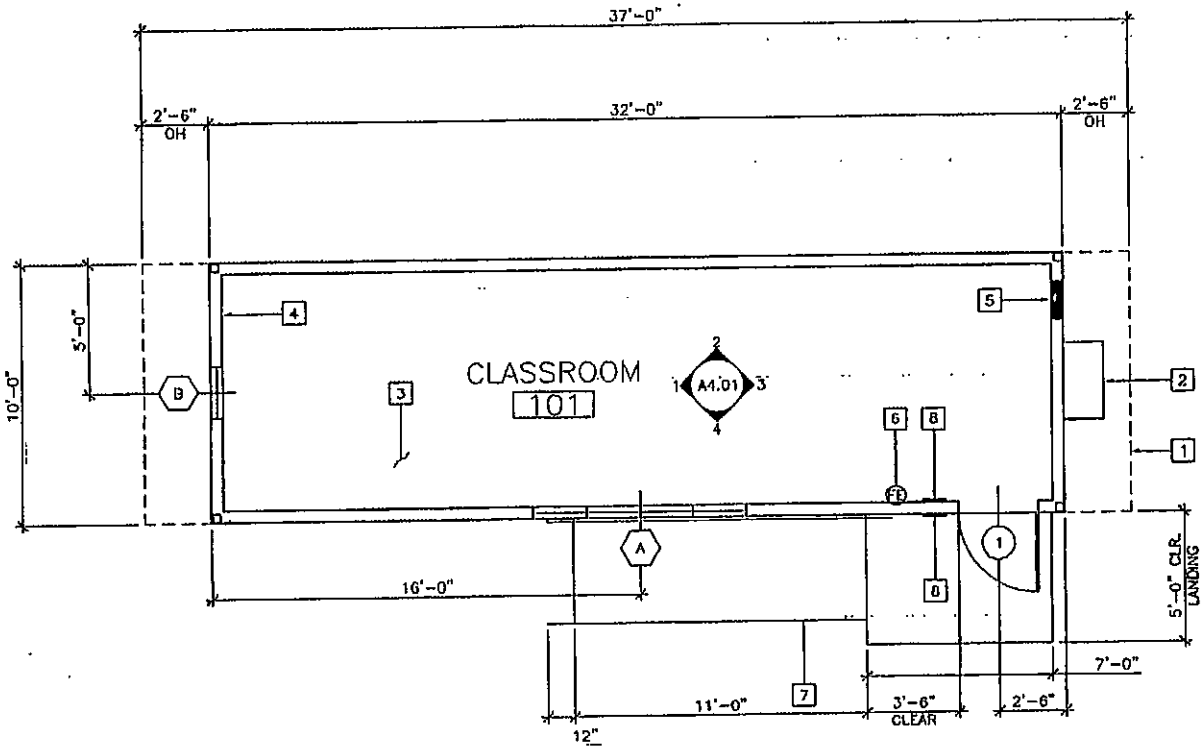
SUBMITTED BY: Sean Khan Consulting Company, Inc. (dba) SKC Company

GARDEN GROVE UNIFIED SCHOOL DISTRICT BID NO. 1512

306	351-375	EACH	2,050.00
307	376-400	EACH	2,100.00
308	401-425	EACH	2,200.00
309	ADD 60' MODULAR/OVERSIZE 12'+	EACH	500.00
310	PILOT CAR PER MILE PER PILOT CAR	EACH	25.50
311	POLE CAR PER MILE	EACH	25.50
	ADDITIVE ALTERNATIVE - RELOCATION SERVICES		
312	12 X 40 BUILDING RELOCATION	EACH	8,500.00
313	24 X 40 BUILDING RELOCATION	EACH	9,200.00
314	ADDITIONAL 12 X 40 MODULES RELOCATION	EACH	4,500.00
315	30 X 32 BUILDING BUILDING RELOCATION	EACH	13,800.00
316	ADDITIONAL 10 X 32 MODULES RELOCATION	EACH	4,500.00
317	24 X 60 BUILDING RELOCATION	EACH	13,400.00
318	ADDITIONAL 12 X 60 MODULES RELOCATION	EACH	6,550.00
319	SIDE LOADS	EACH	650.00
320	REVERSE LOADS	EACH	600.00
321	3 POINT UNLOADS	EACH	600.00
322	MODULE SHUTTLE SERVICE AT SITE PER MODULE	EACH	550.00
323	CRANING AND RIGGING (4 HOUR MINIMUM) - PER HOUR	EACH	1,650.00
324	2' WOOD CLOSE OFF BETWEEN BUILDINGS (DETAIL 1)	EACH	450.00
325	5' WOOD CLOSE OFF BETWEEN BUILDINGS (DETAIL 1)	EACH	600.00
326	6" EXPANDED METAL CLOSE OFF BETWEEN BUILDINGS AT ROOF (DETAIL 2)	LINEAR FOOT	30.00
327	6" EXPANDED METAL CLOSE OFF BETWEEN BUILDINGS AT SURFACE (DETAIL 3)	EACH	650.00

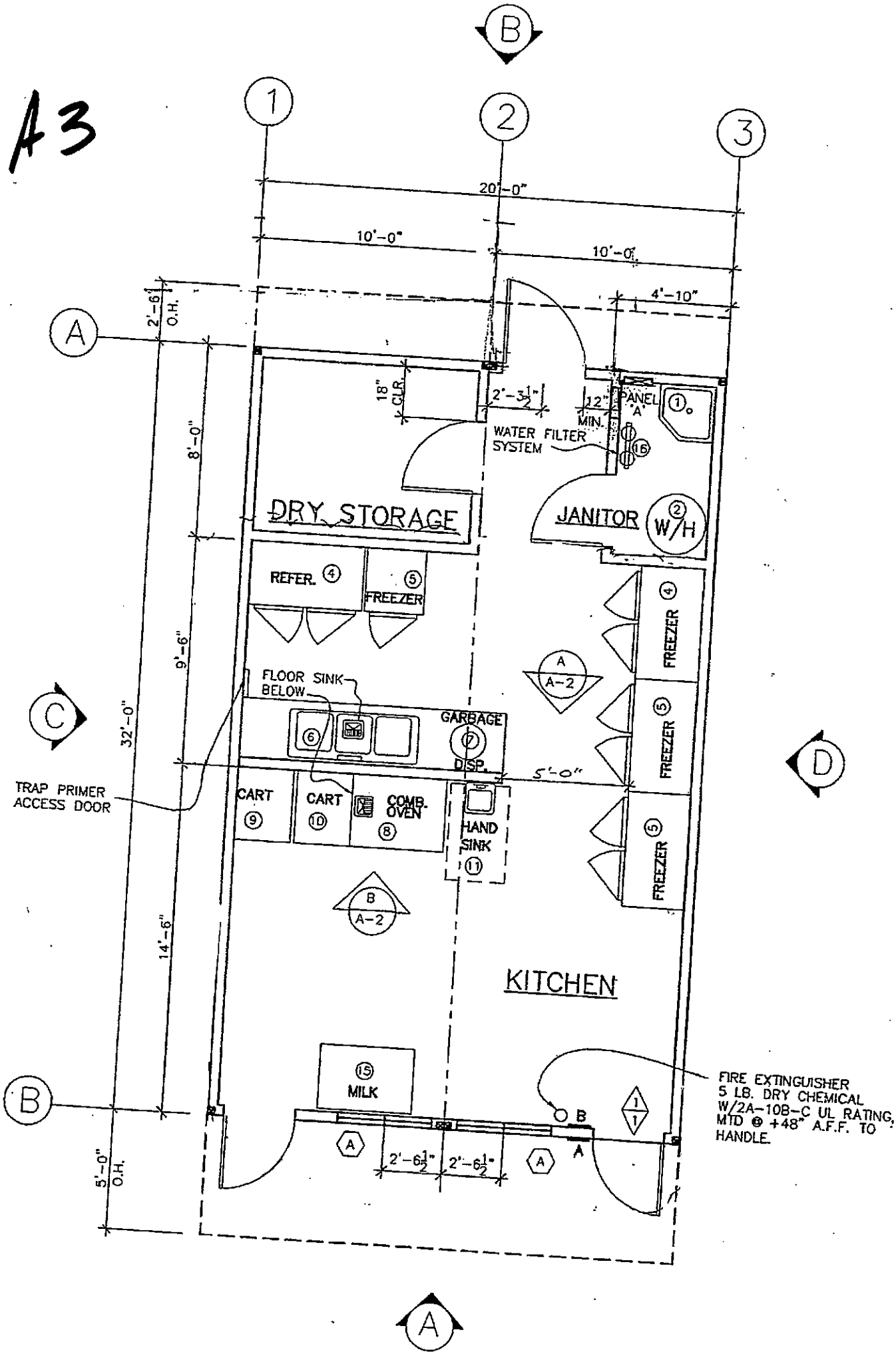
A-1


10'-0"
WOOD
11
S-5.10
CONC
16
S-5.10
2
S-5.11
54" MIN.
TYP.
24"
MIN.
TYP.
18" F.O.F. (ADULT)
15" F.O.F. (ELEM)
12" F.O.F. (KINDER)
FIRE ALARM
BACK BOX
RAMP (FOR RAMP INFO., SEE "R" SHEETS)
RAMP AND LANDING ARE NOT REQUIRED
2'-6" STD
5'-0" OPT
R.O.H.
5"
TYP
TYP
TYP.
56" MIN WALL MTD
59" MIN FLR. MTD
52" WALL MTD
55" FLOOR MTD
5'-0"
CLR. TYP.
34" MIN
CLR.
8'-9"
5'-5"
24"
MIN
24"
TYP
44" MIN.
CLR.
GIRL'S
103
BUILDING
BEYOND
RAMP
SLOPE = 1:12
8'-0"
TACTILE EXIT SIGN
(TYP)
SEE SHT A-0.1 (NIC)
FRONT
MONO
SLOPE
DUAL
SLOPE
E. PANEL
STAFF
105
32" MIN.
CLR. TYP.
18"
NOTE
#4
FOF
LANDING
7'-0"
ACCESSIBILITY
SIGNAGE (TYP)
SEE SHT A-0.1 (NIC)
BOY'S
104
44" MIN.
CLR.
7'-2"
4"
MAX.
TYP.
52" WALL MTD
55" FLOOR MTD
56" MIN WALL MTD
59" MIN FLR. MTD
34" MIN
CLR.
32"
MIN. CLR.
TYP.
RESTROOM
SIGNAGE (TYP)
SEE A-0.1 (NIC)
4'-7"
32'-0"
13'-0¾"
13'-5"
5'-1¼"
10" CLR (WALL MTD)
0" CLR (FLR MTD)
42"
CLR.
TYP.
6'-6"
LANDING
5'-0"
LANDING
* FLOOR MOUNTED WATER CLOSETS MAY BE USED IN LIEU OF WALL MOUNTED WATER CLOSETS
** OPT. 5'-0" OVERHANG ALLOWED AT ONLY ONE END OF BUILDING

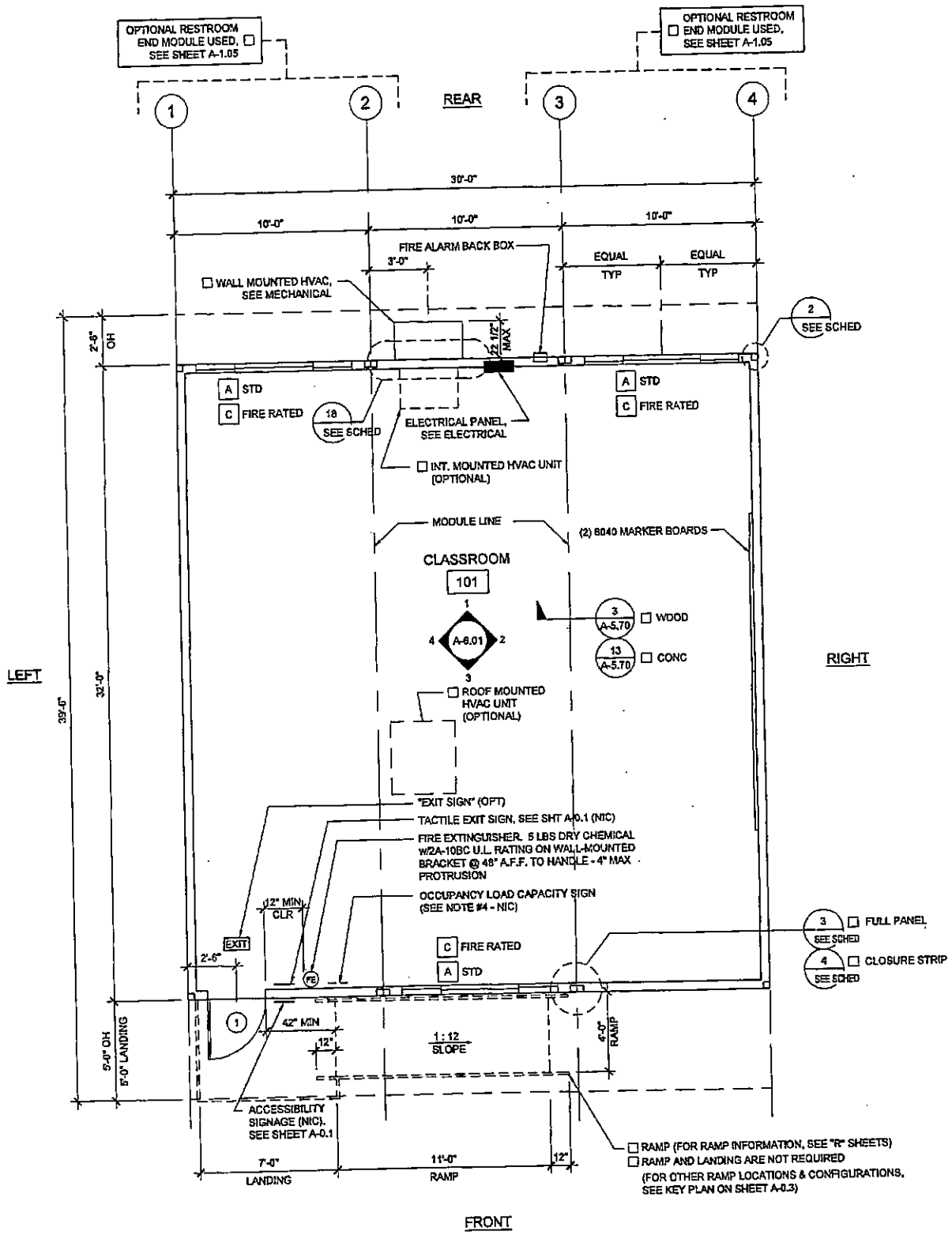

37'-0"
32'-0"
2'-6"
OH
2'-6"
OH
10'-0"
5'-0"
CLASSROOM
101
A4.01
16'-0"
11'-0"
12"
3'-6"
CLEAR
2'-6"
7'-0"
5'-0" CLR.
LANDING
A
B
1
2
3
4
5
6
7
8

A-2

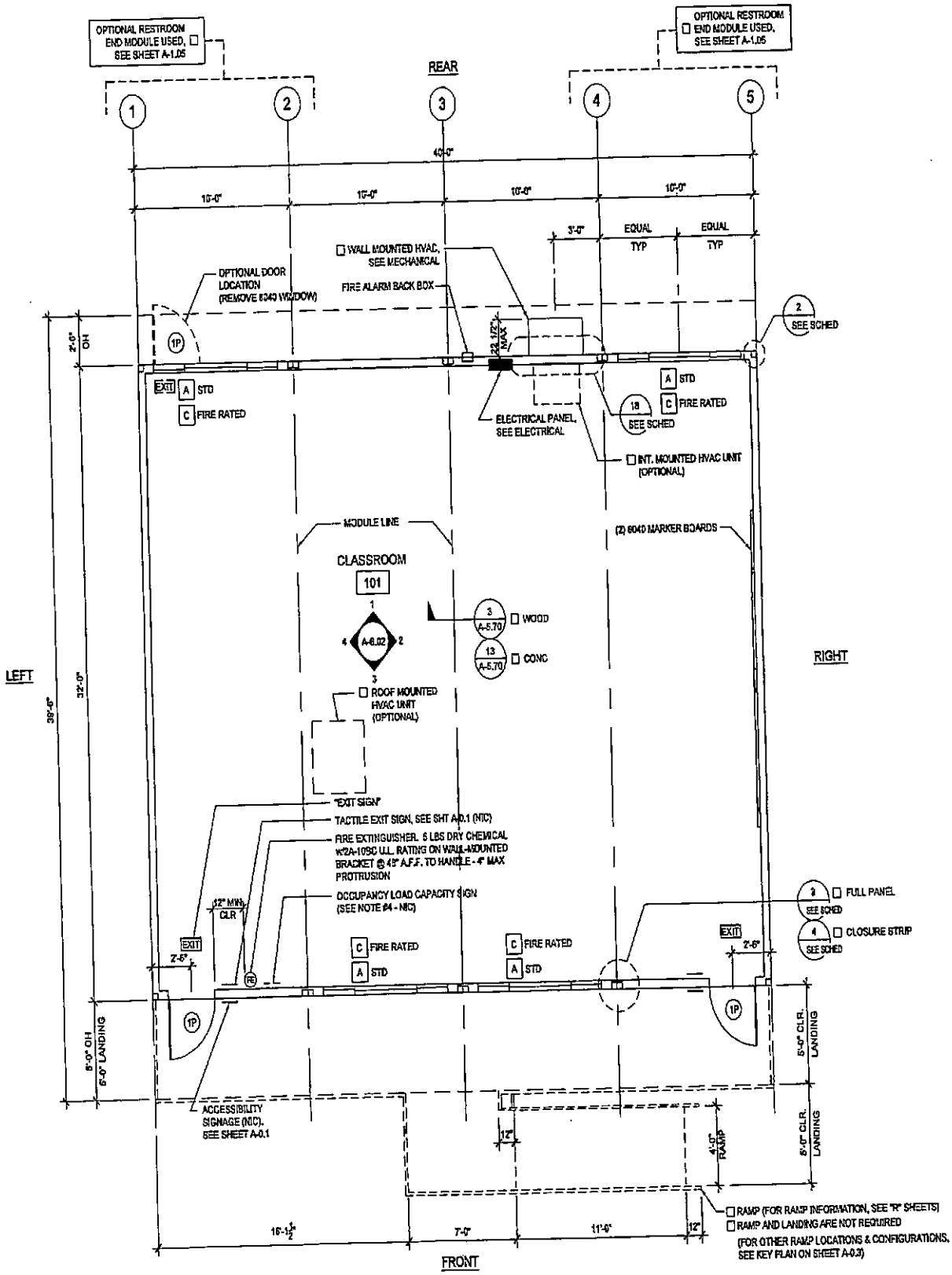
A3

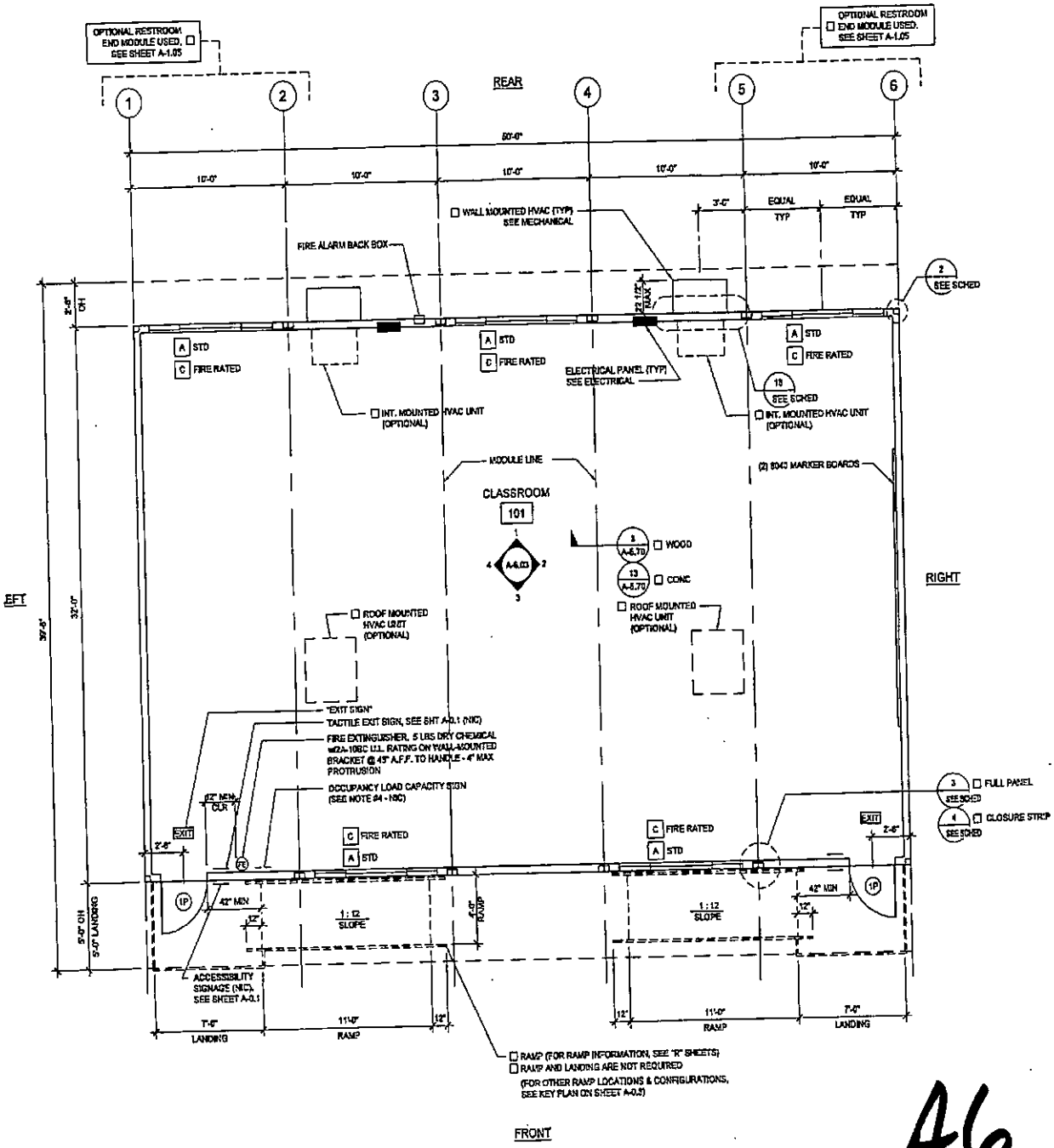

B
1
2
3
20'-0"
10'-0"
10'-0"
4'-10"
A
2'-6" O.H.
18" CLR.
2'-3½"
12" MIN.
PANEL 'A'
1
WATER FILTER SYSTEM
16
8'-0"
DRY STORAGE
JANITOR
2
W/H
REFER. 4
5
FREEZER
4
FREEZER
9'-6"
A
A-2
FLOOR SINK BELOW
C
32'-0"
6
GARBAGE
7
DISP.
5'-0"
5
FREEZER
D
TRAP PRIMER ACCESS DOOR
CART
9
CART
10
COMB. OVEN
8
HAND SINK
11
5
FREEZER
B
A-2
14'-6"
KITCHEN
15
MILK
B
1
1
FIRE EXTINGUISHER 5 LB. DRY CHEMICAL W/2A-10B-C UL RATING, MTD @ +48" A.F.F. TO HANDLE.
A
2'-6½"
2'-6½"
A
A
5'-0" O.H.
A

A4


OPTIONAL RESTROOM END MODULE USED, SEE SHEET A-1.05
OPTIONAL RESTROOM END MODULE USED, SEE SHEET A-1.05
REAR
1
2
3
4
30'-0"
10'-0"
10'-0"
10'-0"
FIRE ALARM BACK BOX
3'-0"
EQUAL TYP
EQUAL TYP
WALL MOUNTED HVAC, SEE MECHANICAL
2 SEE SCHED
2'-6" OH
22 1/2" MAX
A STD
C FIRE RATED
18 SEE SCHED
ELECTRICAL PANEL, SEE ELECTRICAL
INT. MOUNTED HVAC UNIT (OPTIONAL)
MODULE LINE
(2) 8040 MARKER BOARDS
CLASSROOM
101
A-6.01
3 A-5.70 WOOD
13 A-5.70 CONC
LEFT
RIGHT
32'-0"
39'-0"
ROOF MOUNTED HVAC UNIT (OPTIONAL)
"EXIT SIGN" (OPT)
TACTILE EXIT SIGN, SEE SHT A-0.1 (NIC)
FIRE EXTINGUISHER. 5 LBS DRY CHEMICAL W/2A-10BC U.L. RATING ON WALL-MOUNTED BRACKET @ 48" A.F.F. TO HANDLE - 4" MAX PROTRUSION
OCCUPANCY LOAD CAPACITY SIGN (SEE NOTE #4 - NIC)
12" MIN CLR
EXIT
2'-6"
FE
C FIRE RATED
A STD
3 SEE SCHED FULL PANEL
4 SEE SCHED CLOSURE STRIP
1
42" MIN
12"
1 : 12 SLOPE
6'-0" RAMP
5'-0" OH
5'-0" LANDING
ACCESSIBILITY SIGNAGE (NIC). SEE SHEET A-0.1
RAMP (FOR RAMP INFORMATION, SEE "R" SHEETS)
RAMP AND LANDING ARE NOT REQUIRED
(FOR OTHER RAMP LOCATIONS & CONFIGURATIONS, SEE KEY PLAN ON SHEET A-0.3)
7'-0" LANDING
11'-0" RAMP
12"
FRONT

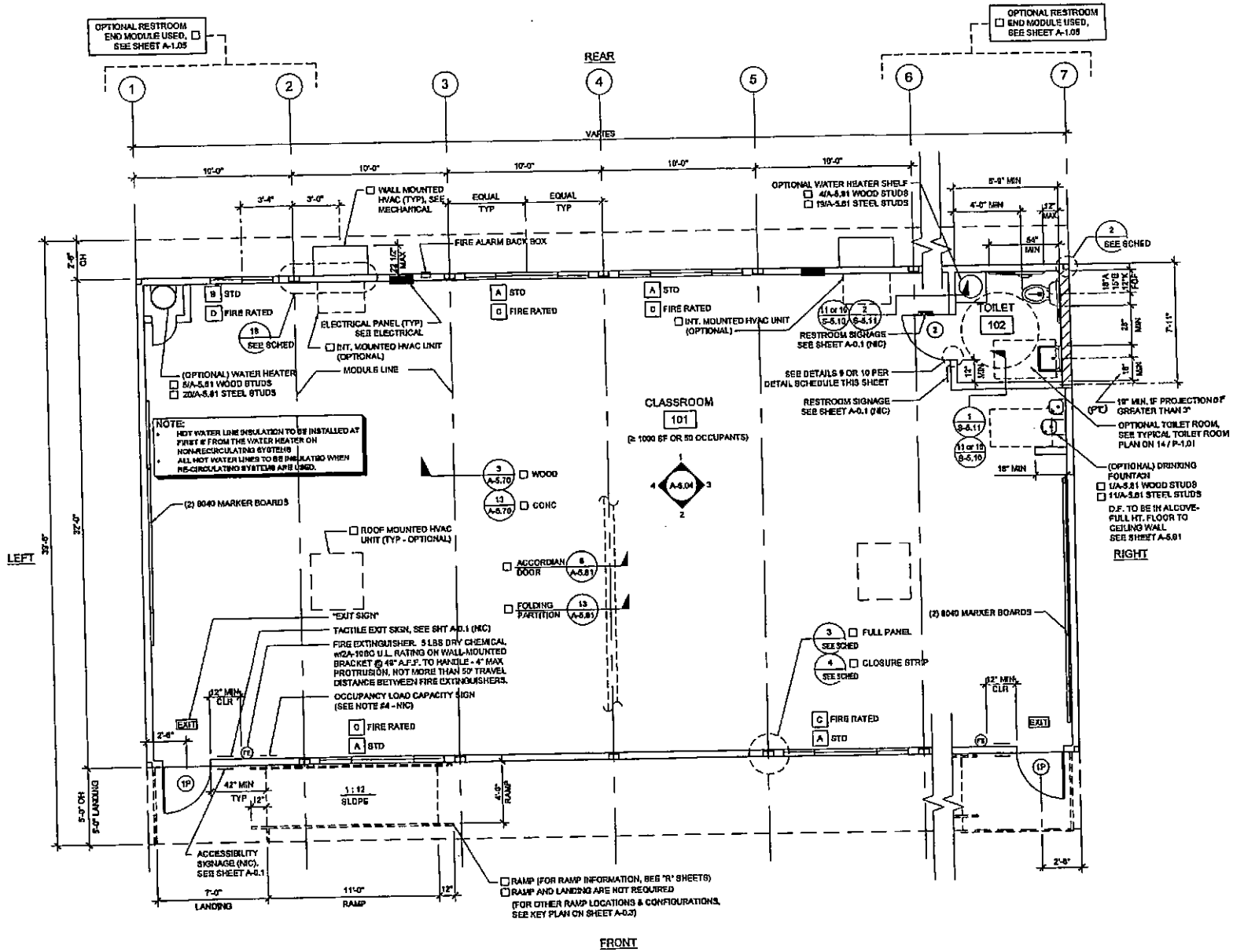
A5


OPTIONAL RESTROOM END MODULE USED, SEE SHEET A-1.05
OPTIONAL RESTROOM END MODULE USED, SEE SHEET A-1.05
REAR
1
2
3
4
5
40'-0"
10'-0"
10'-0"
10'-0"
10'-0"
3'-0"
EQUAL TYP
EQUAL TYP
WALL MOUNTED HVAC, SEE MECHANICAL
FIRE ALARM BACK BOX
OPTIONAL DOOR LOCATION (REMOVE 6040 WINDOW)
22 1/2" MAX
2 SEE SCHED
2'-0" OH
1P
EXIT A STD
C FIRE RATED
A STD
C FIRE RATED
18 SEE SCHED
ELECTRICAL PANEL, SEE ELECTRICAL
INT. MOUNTED HVAC UNIT (OPTIONAL)
MODULE LINE
(2) 6040 MARKER BOARDS
CLASSROOM
101
A-6.02
3 A-5.70 WOOD
13 A-5.70 CONC
LEFT
RIGHT
39'-6"
32'-0"
ROOF MOUNTED HVAC UNIT (OPTIONAL)
"EXIT SIGN"
TACTILE EXIT SIGN, SEE SHT A0.1 (NIC)
FIRE EXTINGUISHER. 5 LBS DRY CHEMICAL w/2A-10BC U.L. RATING ON WALL-MOUNTED BRACKET @ 48" A.F.F. TO HANDLE - 4" MAX PROTRUSION
OCCUPANCY LOAD CAPACITY SIGN (SEE NOTE #4 - NIC)
32" MIN CLR
FE
EXIT
2'-6"
C FIRE RATED
A STD
C FIRE RATED
A STD
EXIT
2'-6"
3 SEE SCHED FULL PANEL
4 SEE SCHED CLOSURE STRIP
1P
1P
5'-0" OH
5'-0" LANDING
5'-0" CLR. LANDING
5'-0" CLR. LANDING
ACCESSIBILITY SIGNAGE (NIC). SEE SHEET A-0.1
12"
4'-0" RAMP
RAMP (FOR RAMP INFORMATION, SEE "R" SHEETS)
RAMP AND LANDING ARE NOT REQUIRED
(FOR OTHER RAMP LOCATIONS & CONFIGURATIONS, SEE KEY PLAN ON SHEET A-0.3)
16'-1 1/2"
7'-0"
11'-6"
12"
FRONT



OPTIONAL RESTROOM END MODULE USED, SEE SHEET A-1.05
OPTIONAL RESTROOM END MODULE USED. SEE SHEET A-1.05
REAR
50'-0"
10'-0"
10'-0"
10'-0"
10'-0"
10'-0"
3'-0"
EQUAL TYP
EQUAL TYP
WALL MOUNTED HVAC (TYP) SEE MECHANICAL
FIRE ALARM BACK BOX
2 SEE SCHED
A STD
C FIRE RATED
A STD
C FIRE RATED
A STD
C FIRE RATED
ELECTRICAL PANEL (TYP) SEE ELECTRICAL
13 SEE SCHED
INT. MOUNTED HVAC UNIT (OPTIONAL)
INT. MOUNTED HVAC UNIT (OPTIONAL)
MODULE LINE
(2) 8040 MARKER BOARDS
CLASSROOM
101
A-6.03
3 A-6.70 WOOD
13 A-6.70 CONC
RIGHT
EFT
ROOF MOUNTED HVAC UNIT (OPTIONAL)
ROOF MOUNTED HVAC UNIT (OPTIONAL)
"EXIT SIGN"
TACTILE EXIT SIGN, SEE SHT A-0.1 (NIC)
FIRE EXTINGUISHER, 5 LBS DRY CHEMICAL w/2A-10BC U.L. RATING ON WALL-MOUNTED BRACKET @ 45" A.F.F. TO HANDLE - 4" MAX PROTRUSION
OCCUPANCY LOAD CAPACITY SIGN (SEE NOTE #4 - NIC)
3 SEE SCHED FULL PANEL
4 SEE SCHED CLOSURE STRIP
EXIT
EXIT
C FIRE RATED
A STD
C FIRE RATED
A STD
1P
1P
42" MIN
42" MIN
1 : 12 SLOPE
1 : 12 SLOPE
ACCESSIBILITY SIGNAGE (NIC), SEE SHEET A-0.1
7'-0" LANDING
11'-0" RAMP
11'-0" RAMP
7'-0" LANDING
RAMP (FOR RAMP INFORMATION, SEE "R" SHEETS)
RAMP AND LANDING ARE NOT REQUIRED
(FOR OTHER RAMP LOCATIONS & CONFIGURATIONS, SEE KEY PLAN ON SHEET A-0.5)
FRONT

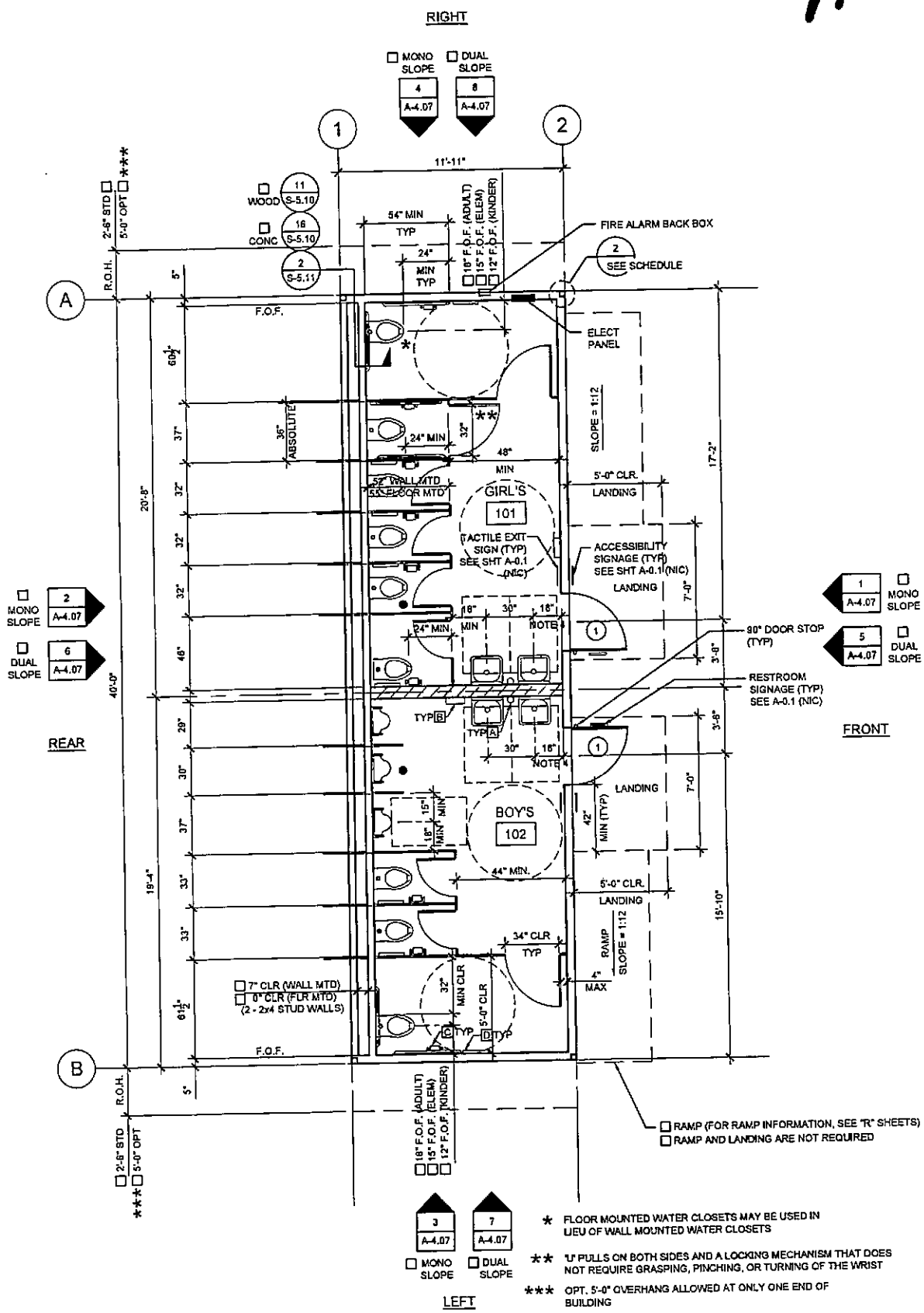
A6



OPTIONAL RESTROOM END MODULE USED, SEE SHEET A-1.05
REAR
VARIES
10'-0"
3'-4"
3'-0"
WALL MOUNTED HVAC (TYP), SEE MECHANICAL
EQUAL TYP
FIRE ALARM BACK BOX
OPTIONAL WATER HEATER SHELF
4/A-5.81 WOOD STUDS
19/A-5.81 STEEL STUDS
5'-9" MIN
4'-0" MIN
54" MIN
SEE SCHED
STD
FIRE RATED
ELECTRICAL PANEL (TYP) SEE ELECTRICAL
INT. MOUNTED HVAC UNIT (OPTIONAL)
MODULE LINE
(OPTIONAL) WATER HEATER
5/A-5.81 WOOD STUDS
20/A-5.81 STEEL STUDS
RESTROOM SIGNAGE SEE SHEET A-0.1 (NIC)
SEE DETAILS 9 OR 10 PER DETAIL SCHEDULE THIS SHEET
TOILET
102
CLASSROOM
101
(≥ 1000 SF OR 50 OCCUPANTS)
NOTE:
HOT WATER LINE INSULATION TO BE INSTALLED AT FIRST 8' FROM THE WATER HEATER ON NON-RECIRCULATING SYSTEMS
ALL HOT WATER LINES TO BE INSULATED WHEN RE-CIRCULATING SYSTEMS ARE USED.
WOOD
CONC
(2) 8040 MARKER BOARDS
ROOF MOUNTED HVAC UNIT (TYP - OPTIONAL)
ACCORDIAN DOOR
FOLDING PARTITION
"EXIT SIGN"
TACTILE EXIT SIGN, SEE SHT A-0.1 (NIC)
FIRE EXTINGUISHER. 5 LBS DRY CHEMICAL w/2A-10BC U.L. RATING ON WALL-MOUNTED BRACKET @ 48" A.F.F. TO HANDLE - 4" MAX PROTRUSION, NOT MORE THAN 50' TRAVEL DISTANCE BETWEEN FIRE EXTINGUISHERS.
OCCUPANCY LOAD CAPACITY SIGN (SEE NOTE #4 - NIC)
FULL PANEL
CLOSURE STRIP
EXIT
42" MIN TYP
1 : 12 SLOPE
ACCESSIBILITY SIGNAGE (NIC), SEE SHEET A-0.1
RAMP (FOR RAMP INFORMATION, SEE "R" SHEETS)
RAMP AND LANDING ARE NOT REQUIRED
(FOR OTHER RAMP LOCATIONS & CONFIGURATIONS, SEE KEY PLAN ON SHEET A-0.3)
7'-0" LANDING
11'-0" RAMP
12"
2'-6"
5'-0" OH
5'-0" LANDING
LEFT
RIGHT
FRONT
19" MIN. IF PROJECTION OF GREATER THAN 3"
OPTIONAL TOILET ROOM, SEE TYPICAL TOILET ROOM PLAN ON 14 / P-1.01
(OPTIONAL) DRINKING FOUNTAIN
1/A-5.81 WOOD STUDS
11/A-5.81 STEEL STUDS
D.F. TO BE IN ALCOVE-FULL HT. FLOOR TO CEILING WALL SEE SHEET A-5.81

A7

A-8

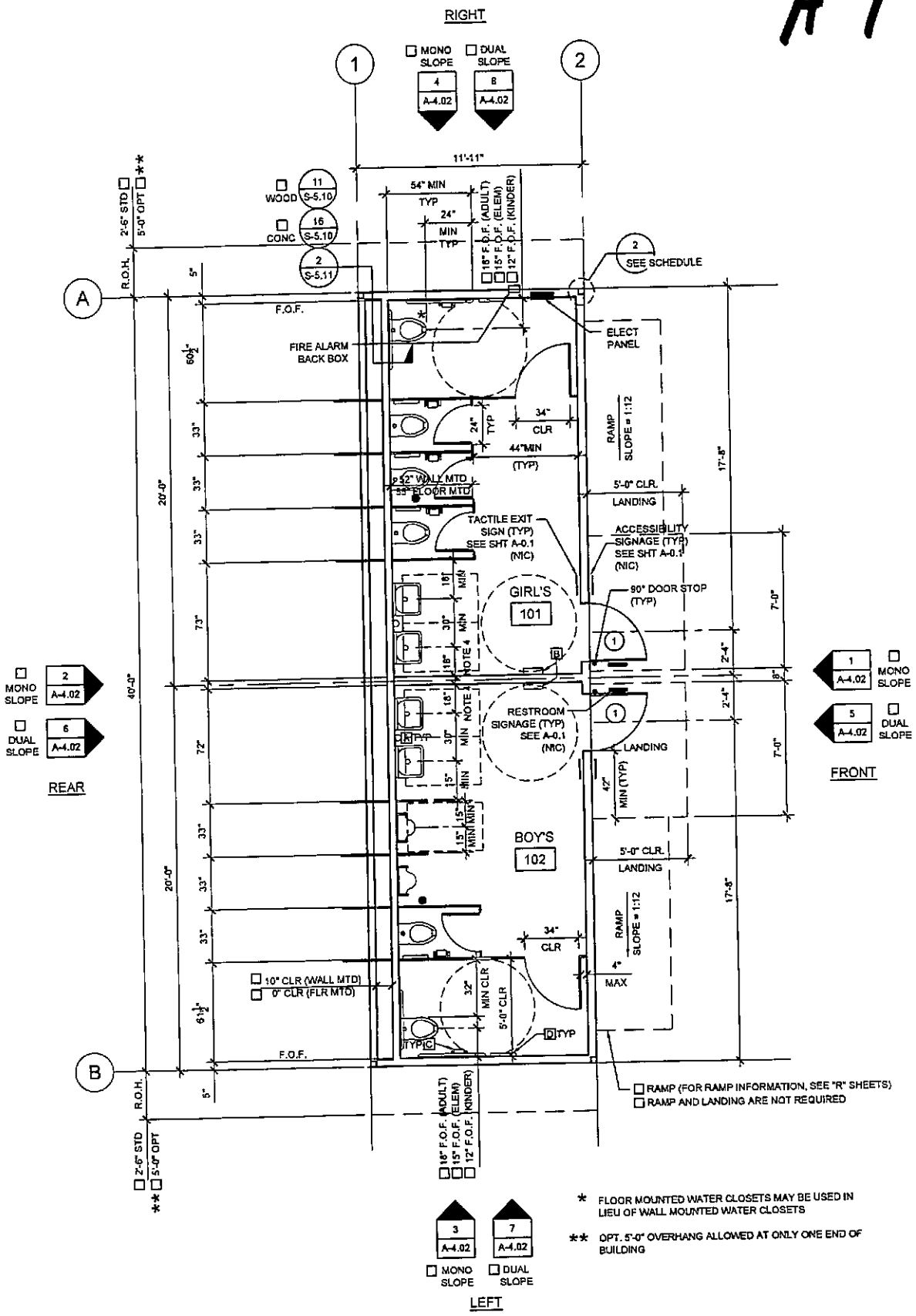


* FLOOR MOUNTED WATER CLOSETS MAY BE USED IN LIEU OF WALL MOUNTED WATER CLOSETS

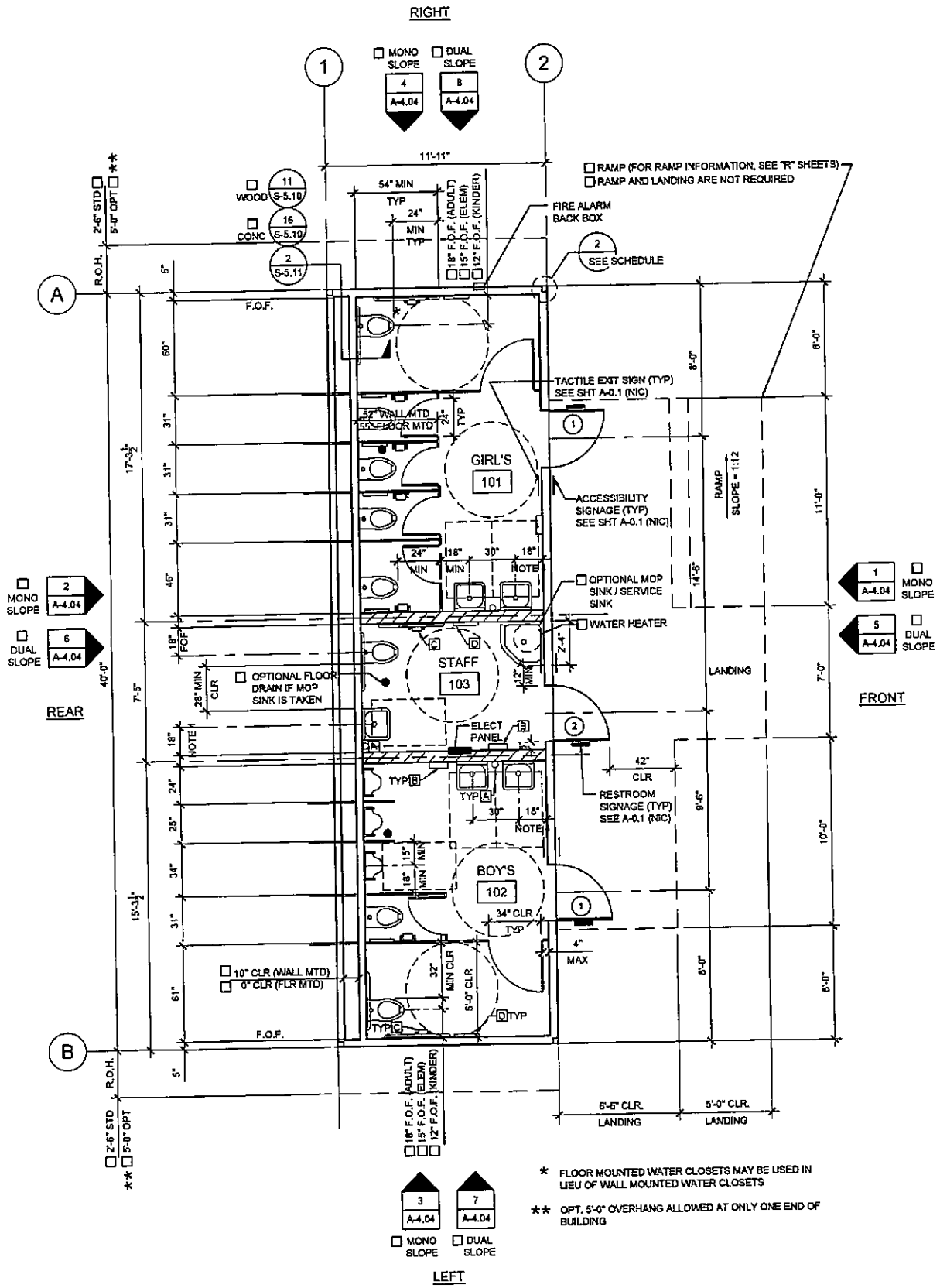
** 'U' PULLS ON BOTH SIDES AND A LOCKING MECHANISM THAT DOES NOT REQUIRE GRASPING, PINCHING, OR TURNING OF THE WRIST

*** OPT. 5'-0" OVERHANG ALLOWED AT ONLY ONE END OF BUILDING

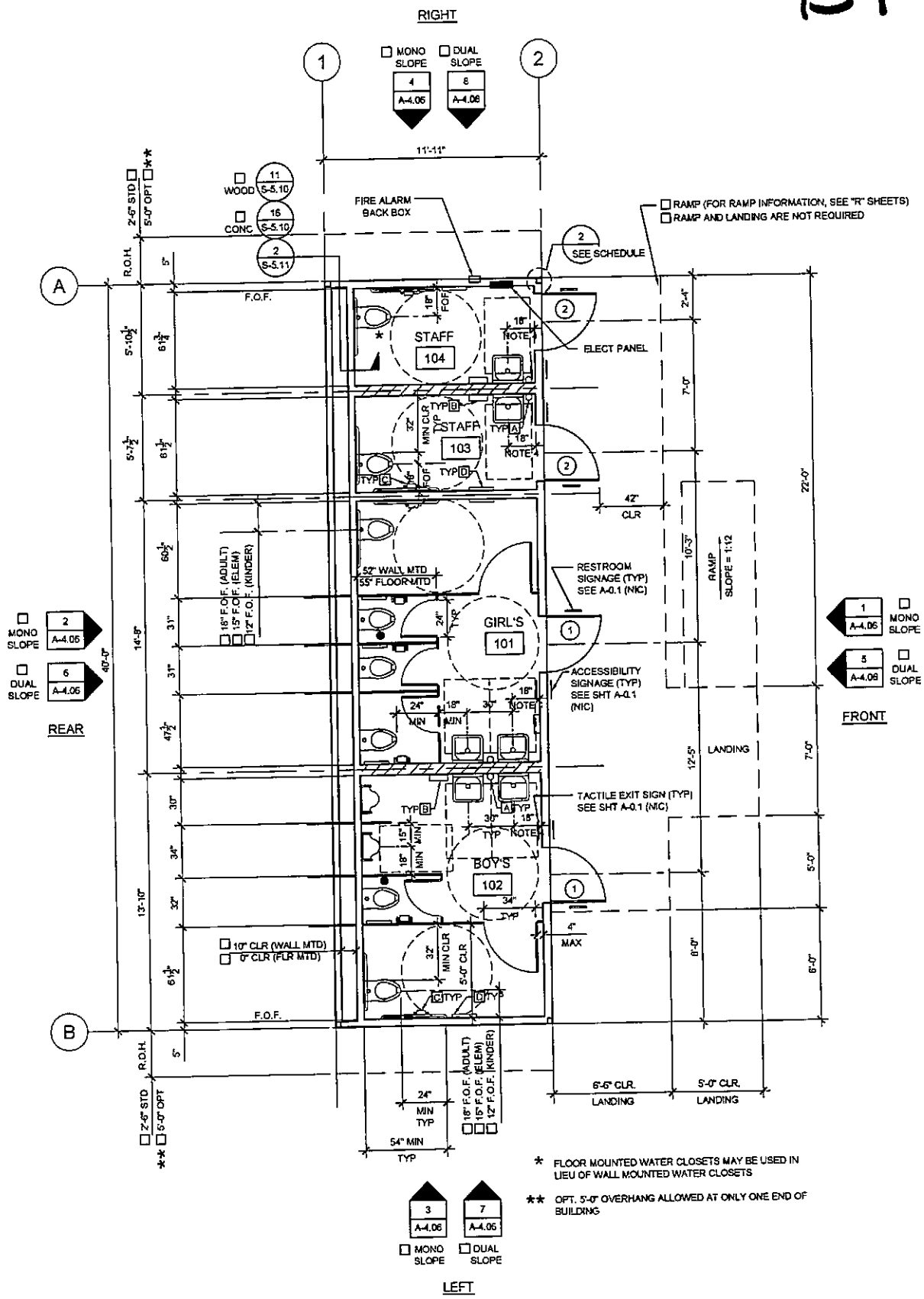
A9


RIGHT
MONO SLOPE
DUAL SLOPE
4 A-4.02
8 A-4.02
11'-11"
54" MIN TYP
24" MIN TYP
18" F.O.F. (ADULT)
15" F.O.F. (ELEM)
12" F.O.F. (KINDER)
WOOD
CONC
11 S-5.10
16 S-5.10
2 S-5.11
2 SEE SCHEDULE
2'-6" STD
5'-0" OPT
R.O.H.
F.O.F.
FIRE ALARM BACK BOX
ELECT PANEL
34" CLR
24" TYP
44"MIN (TYP)
RAMP SLOPE = 1:12
52" WALL MTD
33" FLOOR MTD
5'-0" CLR. LANDING
TACTILE EXIT SIGN (TYP) SEE SHT A-0.1 (NIC)
ACCESSIBILITY SIGNAGE (TYP) SEE SHT A-0.1 (NIC)
90° DOOR STOP (TYP)
GIRL'S
101
RESTROOM SIGNAGE (TYP) SEE A-0.1 (NIC)
LANDING
42" MIN (TYP)
BOY'S
102
34" CLR
4" MAX
10" CLR (WALL MTD)
0" CLR (FLR MTD)
32" MIN CLR
5'-0" CLR
TYP
RAMP (FOR RAMP INFORMATION, SEE "R" SHEETS)
RAMP AND LANDING ARE NOT REQUIRED
MONO SLOPE
DUAL SLOPE
2 A-4.02
6 A-4.02
REAR
1 A-4.02
5 A-4.02
FRONT
3 A-4.02
7 A-4.02
LEFT
* FLOOR MOUNTED WATER CLOSETS MAY BE USED IN LIEU OF WALL MOUNTED WATER CLOSETS
** OPT. 5'-0" OVERHANG ALLOWED AT ONLY ONE END OF BUILDING

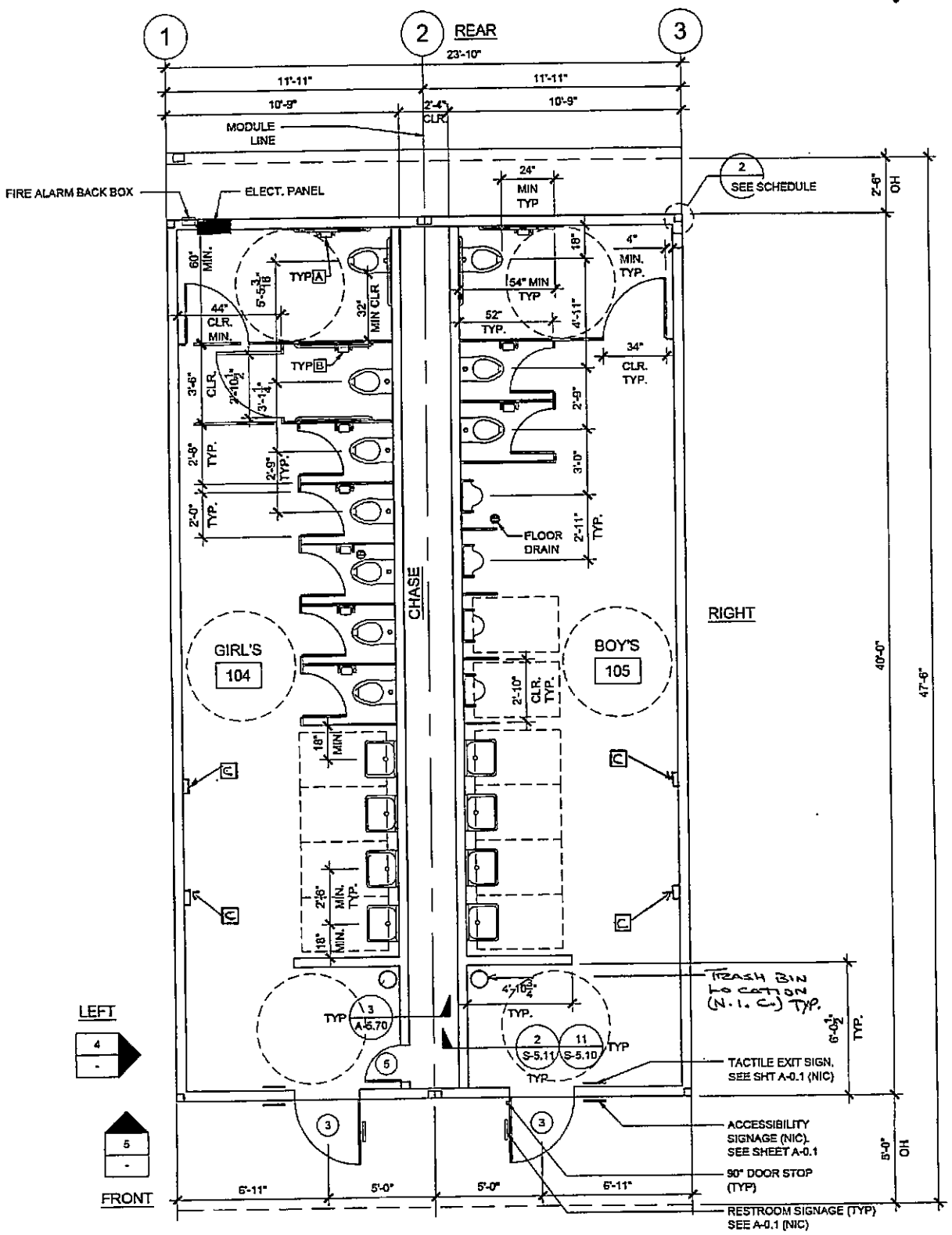
A10

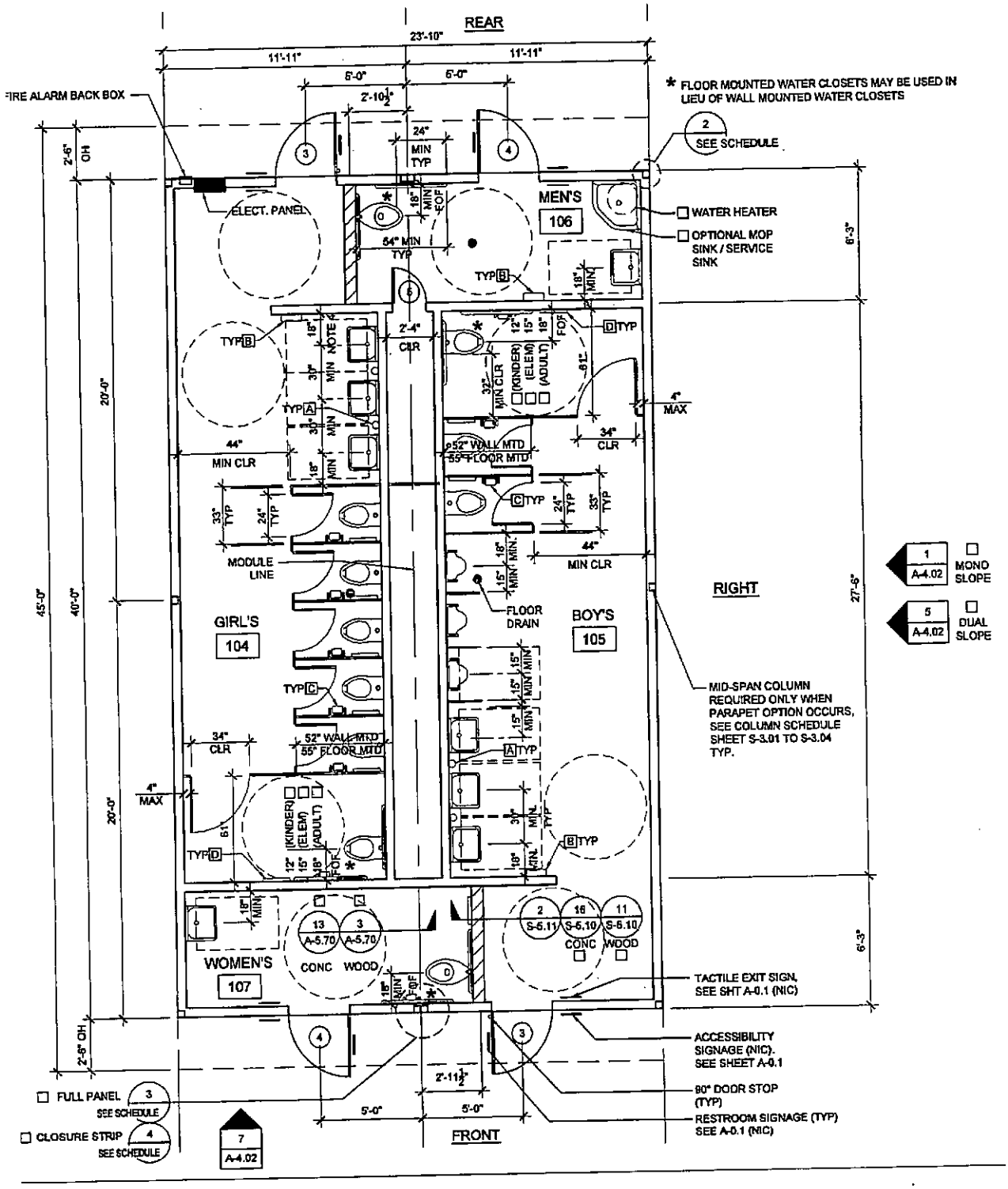

RIGHT
MONO SLOPE
DUAL SLOPE
4 A-4.04
8 A-4.04
11'-11"
RAMP (FOR RAMP INFORMATION, SEE "R" SHEETS)
RAMP AND LANDING ARE NOT REQUIRED
FIRE ALARM BACK BOX
2 SEE SCHEDULE
54" MIN TYP
24" MIN TYP
18" F.O.F. (ADULT)
15" F.O.F. (ELEM)
12" F.O.F. (KINDER)
WOOD 11 S-5.10
CONC 16 S-5.10
2 S-5.11
2'-6" STD
5'-0" OPT
R.O.H.
F.O.F.
TACTILE EXIT SIGN (TYP) SEE SHT A-0.1 (NIC)
52" WALL MTD
55" FLOOR MTD
GIRL'S 101
ACCESSIBILITY SIGNAGE (TYP) SEE SHT A-0.1 (NIC)
RAMP SLOPE = 1:12
OPTIONAL MOP SINK / SERVICE SINK
WATER HEATER
STAFF 103
OPTIONAL FLOOR DRAIN IF MOP SINK IS TAKEN
28" MIN CLR
ELECT PANEL
LANDING
RESTROOM SIGNAGE (TYP) SEE A-0.1 (NIC)
42" CLR
BOY'S 102
34" CLR TYP
4" MAX
10" CLR (WALL MTD)
0" CLR (FLR MTD)
32" MIN CLR
5'-0" CLR
6'-6" CLR. LANDING
5'-0" CLR. LANDING
REAR
FRONT
LEFT
3 A-4.04
7 A-4.04
* FLOOR MOUNTED WATER CLOSETS MAY BE USED IN LIEU OF WALL MOUNTED WATER CLOSETS
** OPT. 5'-0" OVERHANG ALLOWED AT ONLY ONE END OF BUILDING

B1


RIGHT
MONO SLOPE
DUAL SLOPE
11'-11"
WOOD
CONC
FIRE ALARM BACK BOX
RAMP (FOR RAMP INFORMATION, SEE "R" SHEETS)
RAMP AND LANDING ARE NOT REQUIRED
SEE SCHEDULE
ELECT PANEL
STAFF 104
STAFF 103
GIRL'S 101
BOY'S 102
RESTROOM SIGNAGE (TYP) SEE A-0.1 (NIC)
ACCESSIBILITY SIGNAGE (TYP) SEE SHT A-0.1 (NIC)
TACTILE EXIT SIGN (TYP) SEE SHT A-0.1 (NIC)
RAMP SLOPE = 1:12
LANDING
42" CLR
52" WALL MTD
55" FLOOR MTD
10" CLR (WALL MTD)
0" CLR (FLR MTD)
18" F.O.F. (ADULT)
15" F.O.F. (ELEM)
12" F.O.F. (KINDER)
F.O.F.
R.O.H.
2'-6" STD
5'-0" OPT
6'-6" CLR. LANDING
5'-0" CLR. LANDING
24" MIN TYP
54" MIN TYP
REAR
FRONT
LEFT
MONO SLOPE
DUAL SLOPE
* FLOOR MOUNTED WATER CLOSETS MAY BE USED IN LIEU OF WALL MOUNTED WATER CLOSETS
** OPT. 5'-0" OVERHANG ALLOWED AT ONLY ONE END OF BUILDING

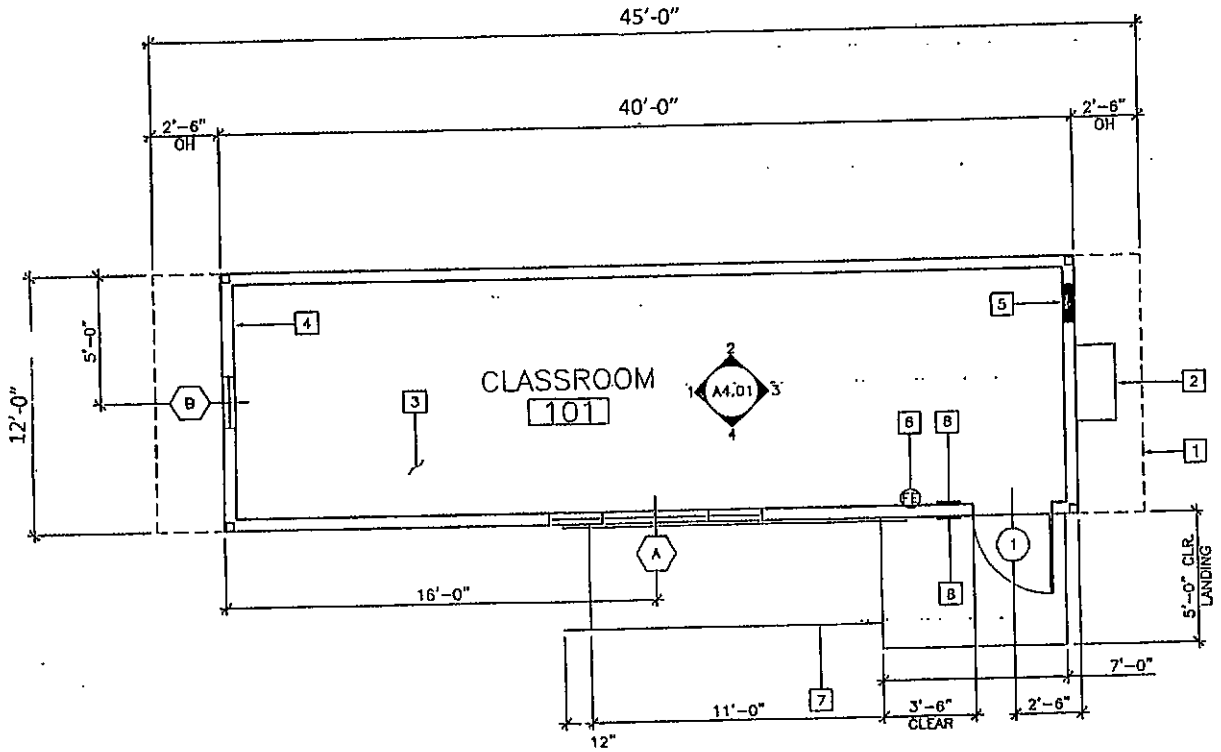
B2

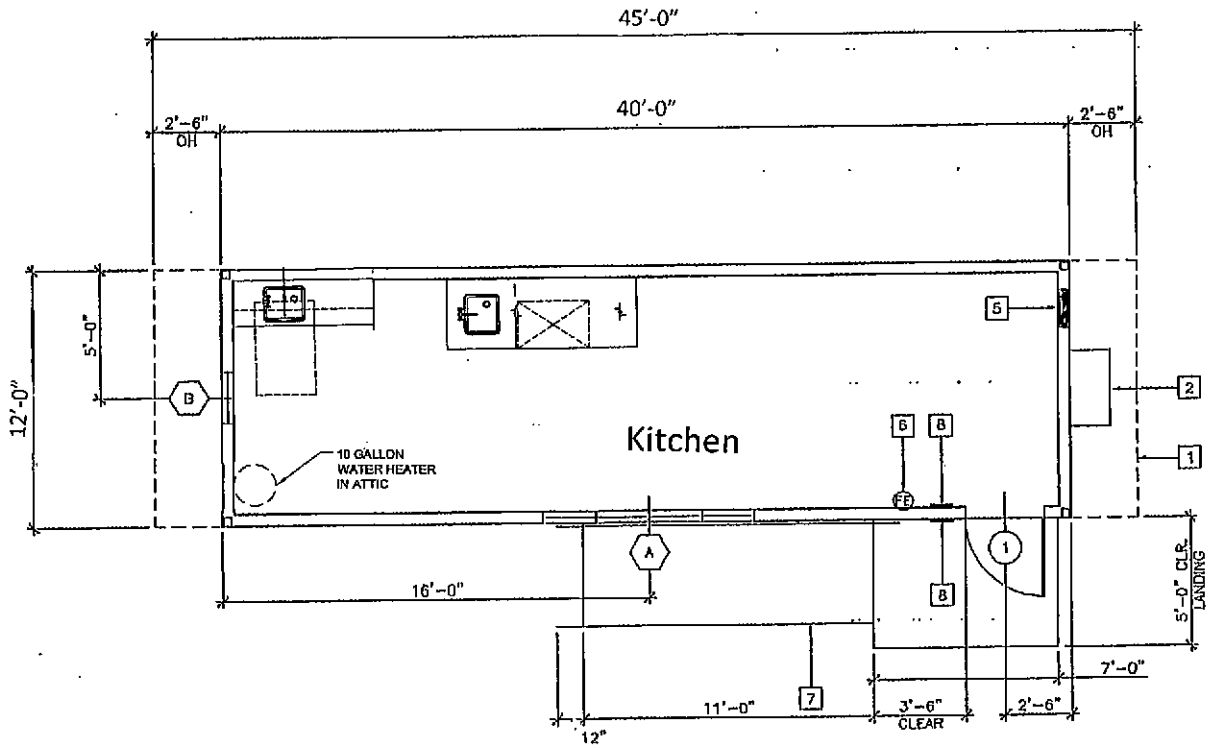

1
2
3
REAR
23'-10"
11'-11"
11'-11"
10'-9"
2'-4" CLR.
10'-9"
MODULE LINE
FIRE ALARM BACK BOX
ELECT. PANEL
24" MIN TYP
2 SEE SCHEDULE
2'-6" OH
60" MIN.
TYP A
5'-5 3/16"
32" MIN CLR
44" CLR. MIN.
TYP B
3'-6" CLR.
2'-10 1/2"
3'-1 1/4"
2'-8" TYP.
2'-9" TYP.
2'-0" TYP.
18"
4" MIN. TYP.
54" MIN TYP
52" TYP.
4'-11"
34" CLR. TYP.
2'-9"
3'-0"
2'-11" TYP.
FLOOR DRAIN
CHASE
RIGHT
GIRL'S
104
BOY'S
105
2'-10" CLR. TYP.
18" MIN.
2'-6" MIN. TYP.
18" MIN.
C
4'-10 3/4" TYP.
TYP 3 A-5.70
2 S-5.11
11 S-5.10
TYP
TYP.
5
TRASH BIN LOCATION (N.I.C.) TYP.
6'-0 1/2" TYP.
TACTILE EXIT SIGN, SEE SHT A-0.1 (NIC)
40'-0"
47'-6"
LEFT
4
-
5
-
FRONT
3
6'-11"
5'-0"
5'-0"
6'-11"
ACCESSIBILITY SIGNAGE (NIC). SEE SHEET A-0.1
90° DOOR STOP (TYP)
RESTROOM SIGNAGE (TYP) SEE A-0.1 (NIC)
5'-0" OH


REAR
23'-10"
11'-11"
11'-11"
5'-0"
5'-0"
2'-10½"
FIRE ALARM BACK BOX
* FLOOR MOUNTED WATER CLOSETS MAY BE USED IN LIEU OF WALL MOUNTED WATER CLOSETS
2 SEE SCHEDULE
24" MIN TYP
ELECT. PANEL
MEN'S 106
WATER HEATER
OPTIONAL MOP SINK / SERVICE SINK
54" MIN TYP
TYP B
2'-4" CLR
TYP D
TYP A
44" MIN CLR
52" WALL MTD 55" FLOOR MTD
TYP C
MODULE LINE
FLOOR DRAIN
GIRL'S 104
BOY'S 105
RIGHT
MID-SPAN COLUMN REQUIRED ONLY WHEN PARAPET OPTION OCCURS, SEE COLUMN SCHEDULE SHEET S-3.01 TO S-3.04 TYP.
1 A-4.02 MONO SLOPE
5 A-4.02 DUAL SLOPE
34" CLR
4" MAX
WOMEN'S 107
CONC
WOOD
TACTILE EXIT SIGN, SEE SHT A-0.1 (NIC)
ACCESSIBILITY SIGNAGE (NIC). SEE SHEET A-0.1
90° DOOR STOP (TYP)
RESTROOM SIGNAGE (TYP) SEE A-0.1 (NIC)
FULL PANEL 3 SEE SCHEDULE
CLOSURE STRIP 4 SEE SCHEDULE
7 A-4.02
FRONT
45'-0"
40'-0"
20'-0"
20'-0"
27'-6"
6'-3"
6'-3"
2'-6" OH
2'-6" OH

B3

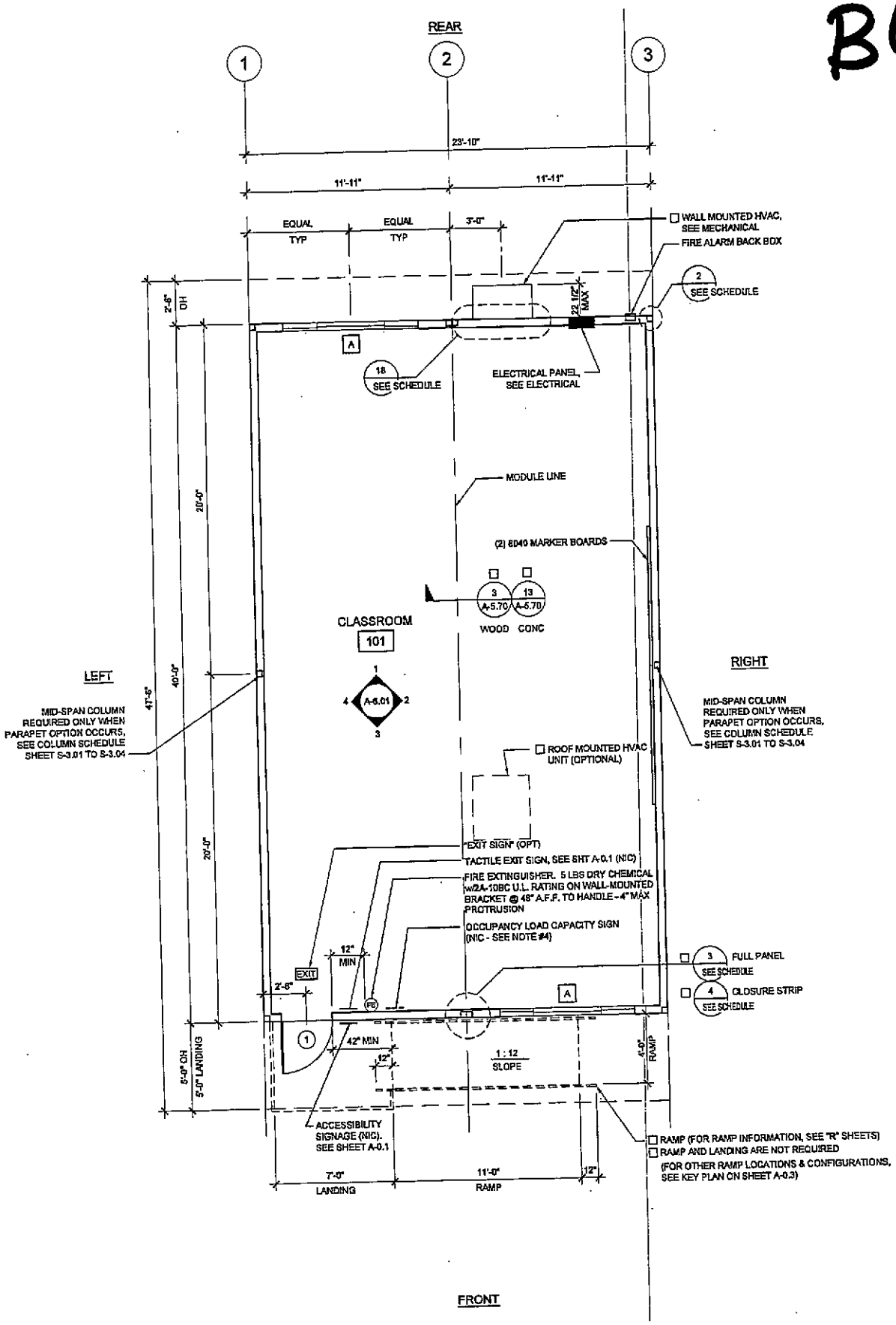
B4

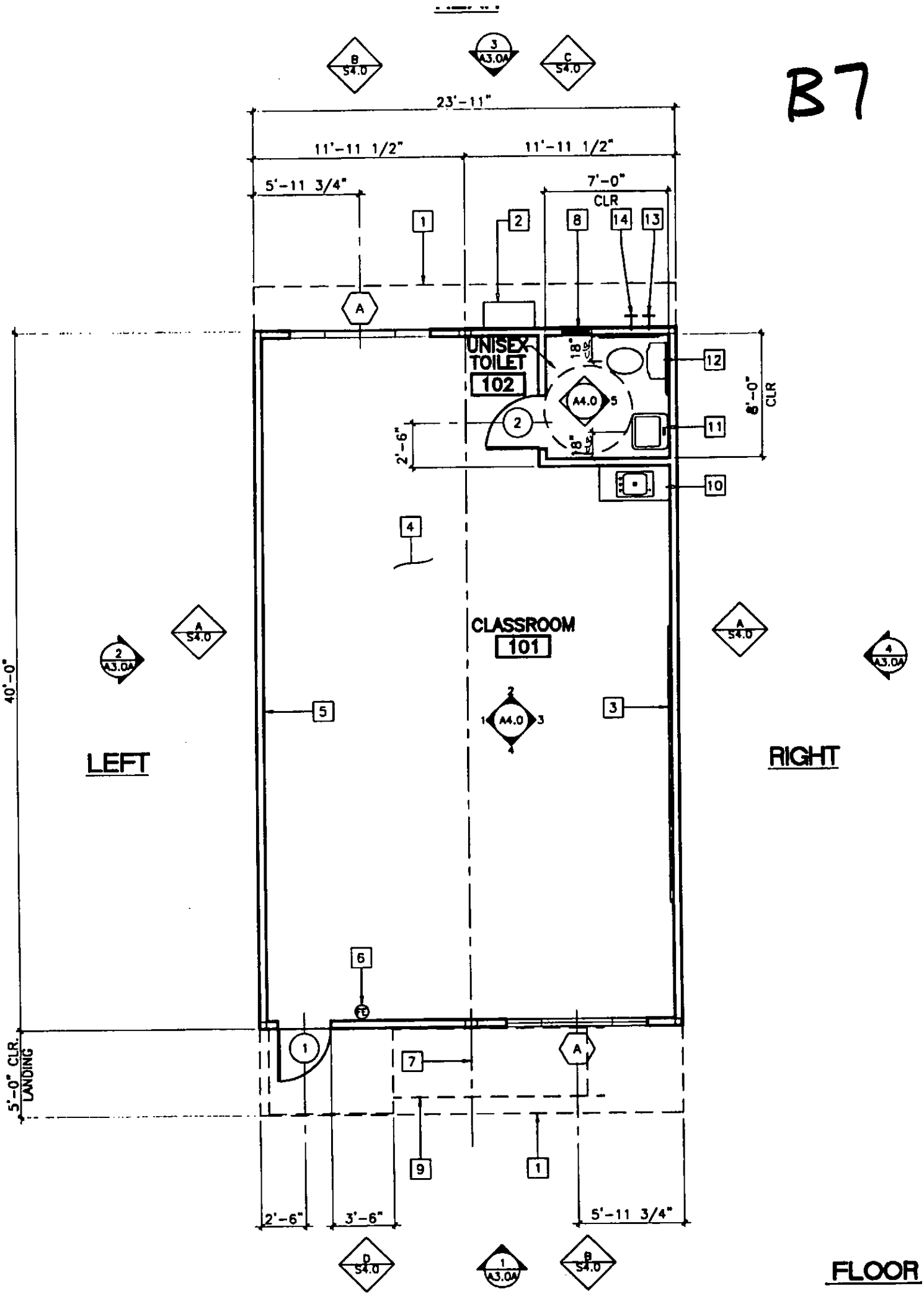

45'-0"
40'-0"
2'-6" OH
2'-6" OH
12'-0"
5'-0"
CLASSROOM
101
A4.01
16'-0"
11'-0"
12"
3'-6" CLEAR
2'-6"
7'-0"
5'-0" CLR. LANDING


45'-0"
40'-0"
2'-6" OH
2'-6" OH
12'-0"
5'-0"
Kitchen
10 GALLON WATER HEATER IN ATTIC
16'-0"
11'-0"
12"
3'-6" CLEAR
2'-6"
7'-0"
5'-0" CLR. LANDING
A
B
1
2
5
6
7
8
FE

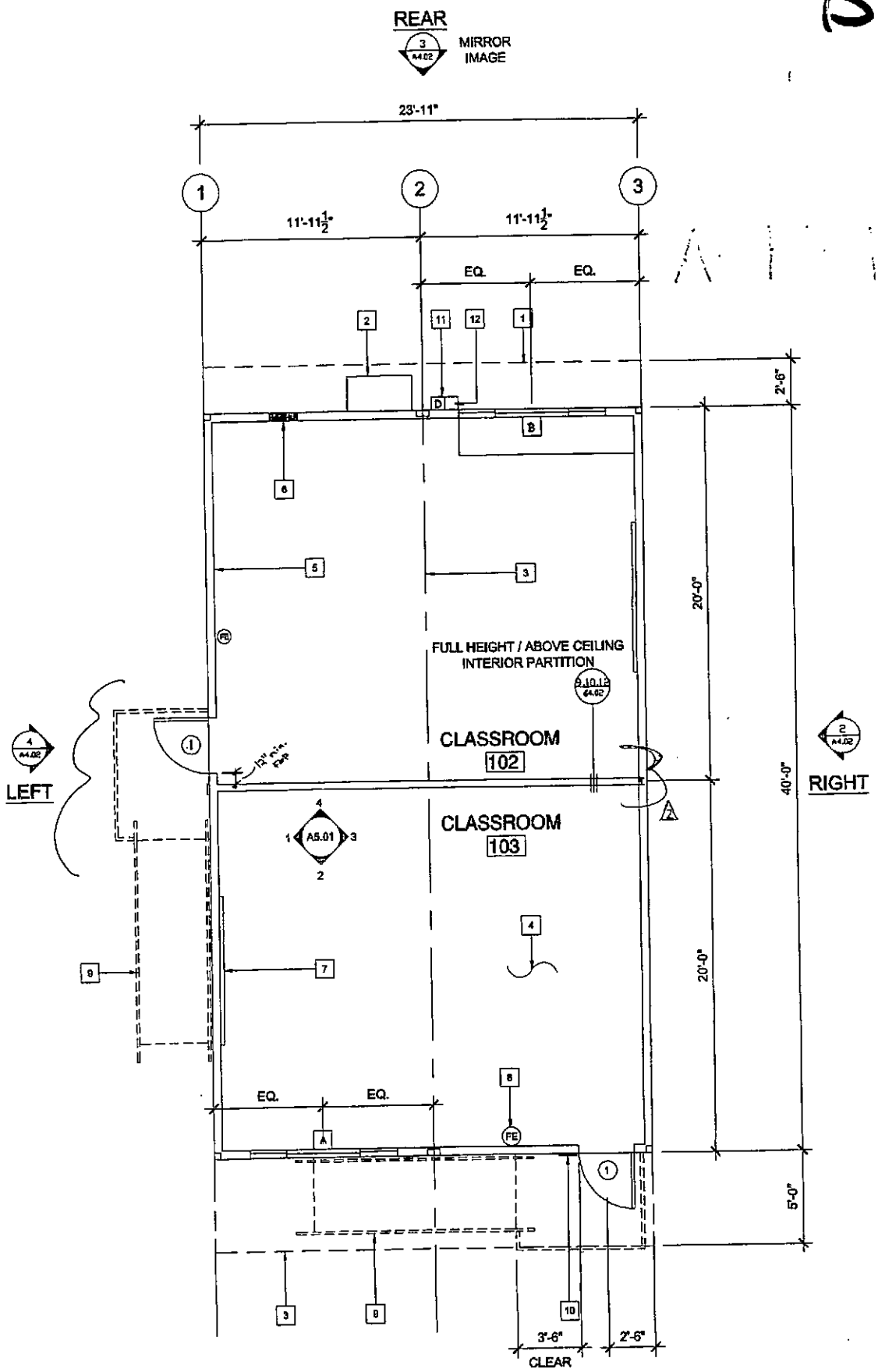
35

B6

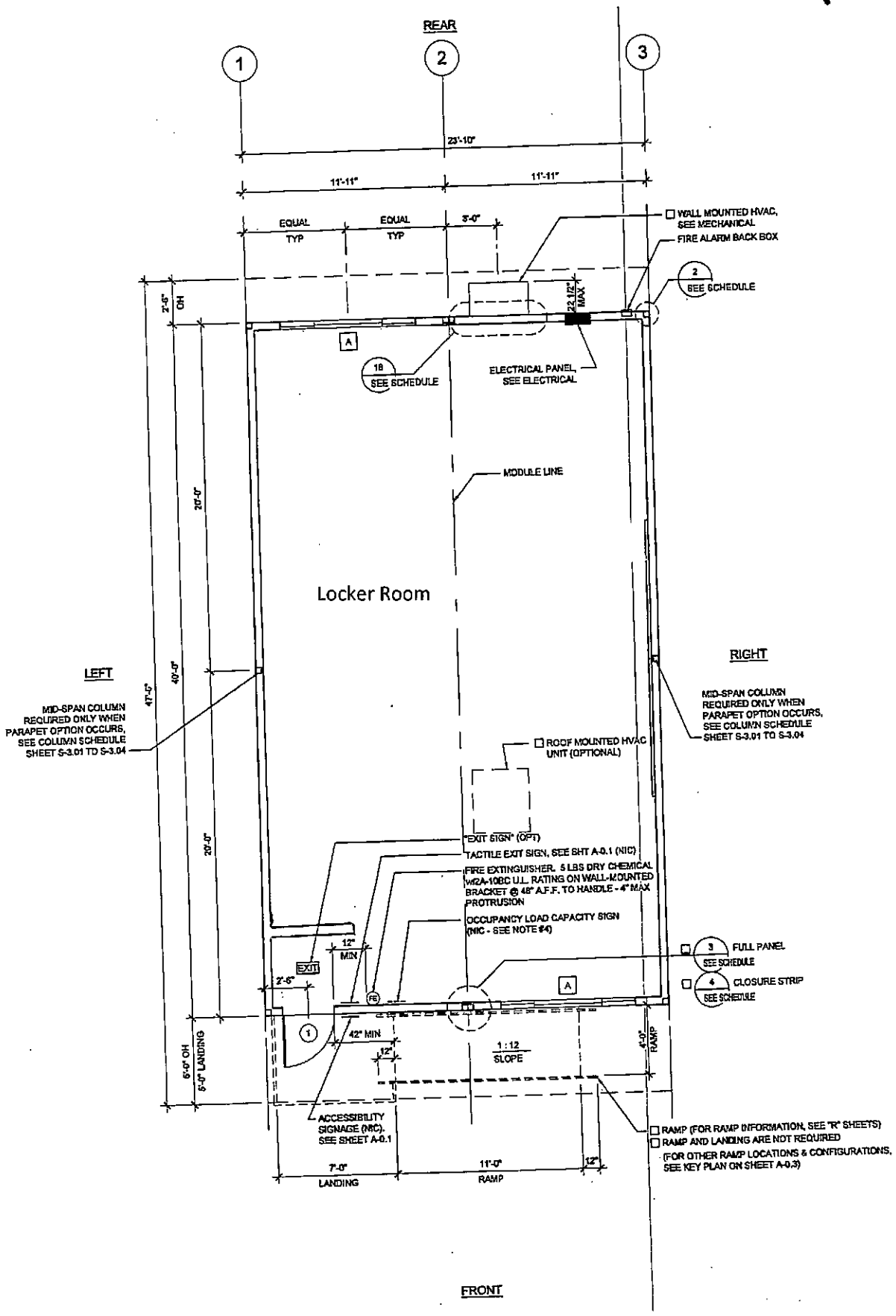

REAR
1
2
3
23'-10"
11'-11"
11'-11"
EQUAL TYP
EQUAL TYP
3'-0"
WALL MOUNTED HVAC, SEE MECHANICAL
FIRE ALARM BACK BOX
2 SEE SCHEDULE
22 1/2" MAX
2'-6" DH
A
18 SEE SCHEDULE
ELECTRICAL PANEL, SEE ELECTRICAL
MODULE LINE
20'-0"
(2) 8040 MARKER BOARDS
3 A-5.70
13 A-5.70
WOOD CONC
CLASSROOM
101
A-6.01
LEFT
RIGHT
47'-6"
40'-0"
MID-SPAN COLUMN REQUIRED ONLY WHEN PARAPET OPTION OCCURS, SEE COLUMN SCHEDULE SHEET S-3.01 TO S-3.04
MID-SPAN COLUMN REQUIRED ONLY WHEN PARAPET OPTION OCCURS, SEE COLUMN SCHEDULE SHEET S-3.01 TO S-3.04
ROOF MOUNTED HVAC UNIT (OPTIONAL)
20'-0"
"EXIT SIGN" (OPT)
TACTILE EXIT SIGN, SEE SHT A-0.1 (NIC)
FIRE EXTINGUISHER. 5 LBS DRY CHEMICAL w/2A-10BC U.L. RATING ON WALL-MOUNTED BRACKET @ 48" A.F.F. TO HANDLE - 4" MAX PROTRUSION
OCCUPANCY LOAD CAPACITY SIGN (NIC - SEE NOTE #4)
12" MIN
EXIT
2'-6"
FE
3 SEE SCHEDULE FULL PANEL
4 SEE SCHEDULE CLOSURE STRIP
A
1
42" MIN
12"
1 : 12 SLOPE
4'-0" RAMP
5'-0" OH
5'-0" LANDING
ACCESSIBILITY SIGNAGE (NIC). SEE SHEET A-0.1
RAMP (FOR RAMP INFORMATION, SEE "R" SHEETS)
RAMP AND LANDING ARE NOT REQUIRED
(FOR OTHER RAMP LOCATIONS & CONFIGURATIONS, SEE KEY PLAN ON SHEET A-0.3)
7'-0" LANDING
11'-0" RAMP
12"
FRONT


B7
23'-11"
11'-11 1/2"
11'-11 1/2"
5'-11 3/4"
7'-0"
CLR
UNISEX
TOILET
102
CLASSROOM
101
8'-0"
CLR
2'-6"
40'-0"
5'-0" CLR.
LANDING
LEFT
RIGHT
2'-6"
3'-6"
5'-11 3/4"
FLOOR

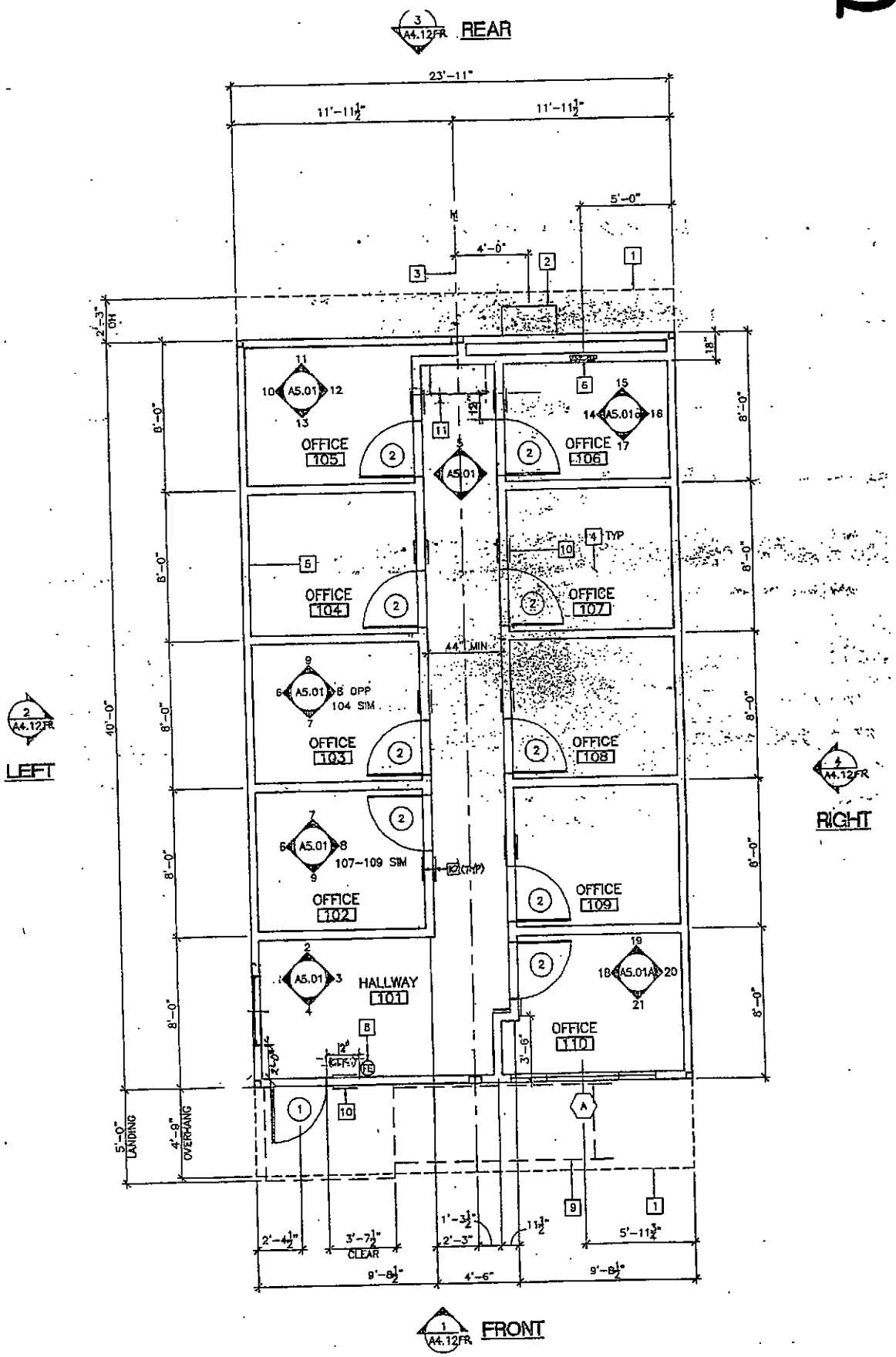
38


REAR
3
A4.02
MIRROR IMAGE
23'-11"
1
2
3
11'-11½"
11'-11½"
EQ.
EQ.
2'-6"
FULL HEIGHT / ABOVE CEILING INTERIOR PARTITION
9,10,12
A4.02
CLASSROOM
102
CLASSROOM
103
A5.01
20'-0"
20'-0"
40'-0"
5'-0"
4
A4.02
LEFT
2
A4.02
RIGHT
EQ.
EQ.
3'-6"
CLEAR
2'-6"

B9

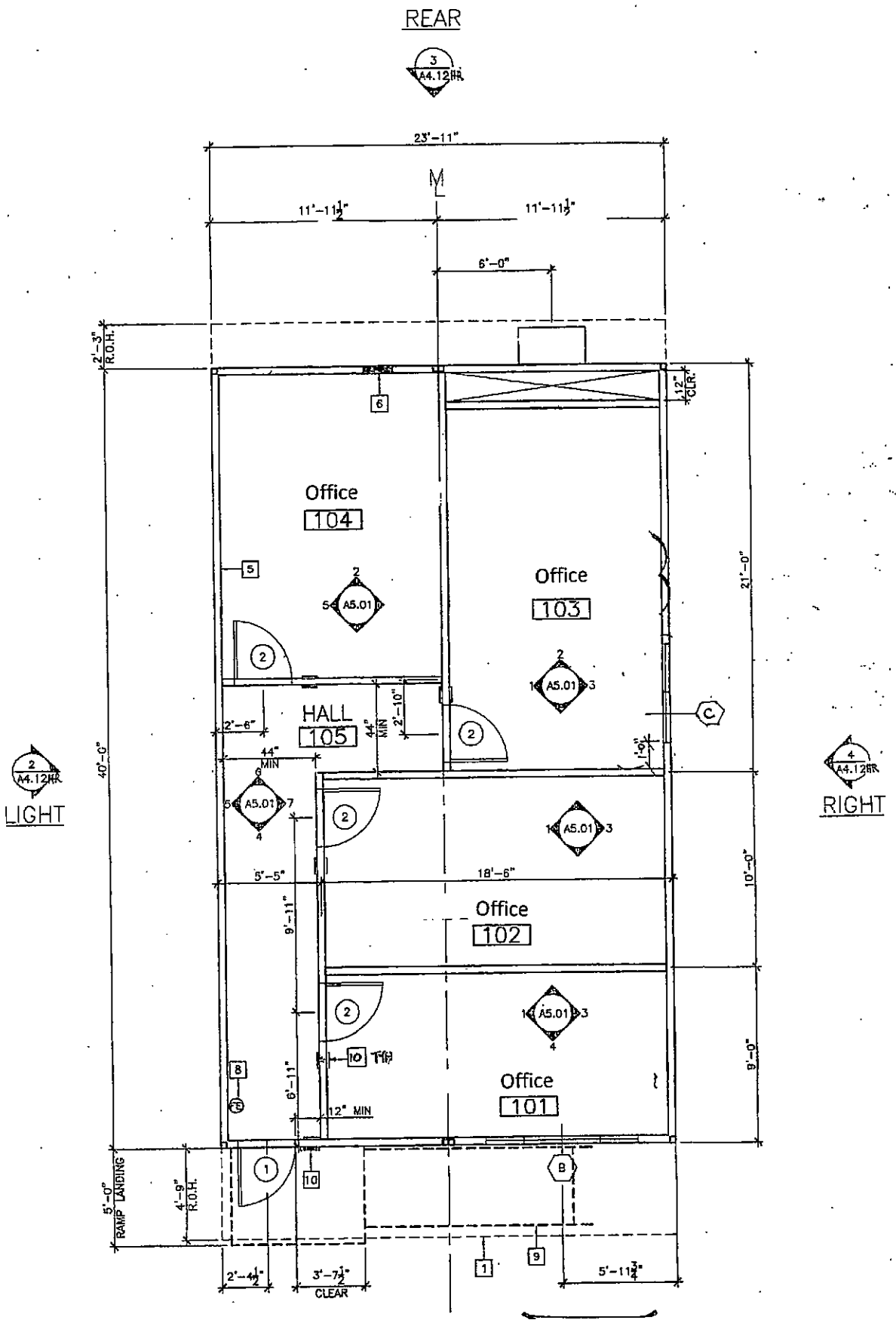

REAR
1
2
3
23'-10"
11'-11"
11'-11"
EQUAL TYP
EQUAL TYP
3'-0"
WALL MOUNTED HVAC, SEE MECHANICAL
FIRE ALARM BACK BOX
2 SEE SCHEDULE
22 1/2" MAX
2'-6" OH
A
18 SEE SCHEDULE
ELECTRICAL PANEL, SEE ELECTRICAL
MODULE LINE
20'-0"
Locker Room
LEFT
RIGHT
47'-0"
40'-0"
MID-SPAN COLUMN REQUIRED ONLY WHEN PARAPET OPTION OCCURS, SEE COLUMN SCHEDULE SHEET S-3.01 TO S-3.04
MID-SPAN COLUMN REQUIRED ONLY WHEN PARAPET OPTION OCCURS, SEE COLUMN SCHEDULE SHEET S-3.01 TO S-3.04
ROOF MOUNTED HVAC UNIT (OPTIONAL)
20'-0"
"EXIT SIGN" (OPT)
TACTILE EXIT SIGN, SEE SHT A-0.1 (NIC)
FIRE EXTINGUISHER, 5 LBS DRY CHEMICAL w/2A-10BC U.L. RATING ON WALL-MOUNTED BRACKET @ 48" A.F.F. TO HANDLE - 4" MAX PROTRUSION
OCCUPANCY LOAD CAPACITY SIGN (NIC - SEE NOTE #4)
12" MIN
EXIT
2'-6"
FE
3 SEE SCHEDULE FULL PANEL
4 SEE SCHEDULE CLOSURE STRIP
A
1
42" MIN
12"
1 : 12 SLOPE
4'-0" RAMP
6'-0" OH
6'-0" LANDING
ACCESSIBILITY SIGNAGE (NIC). SEE SHEET A-0.1
RAMP (FOR RAMP INFORMATION, SEE "R" SHEETS)
RAMP AND LANDING ARE NOT REQUIRED
(FOR OTHER RAMP LOCATIONS & CONFIGURATIONS, SEE KEY PLAN ON SHEET A-0.3)
7'-0" LANDING
11'-0" RAMP
12"
FRONT

B10

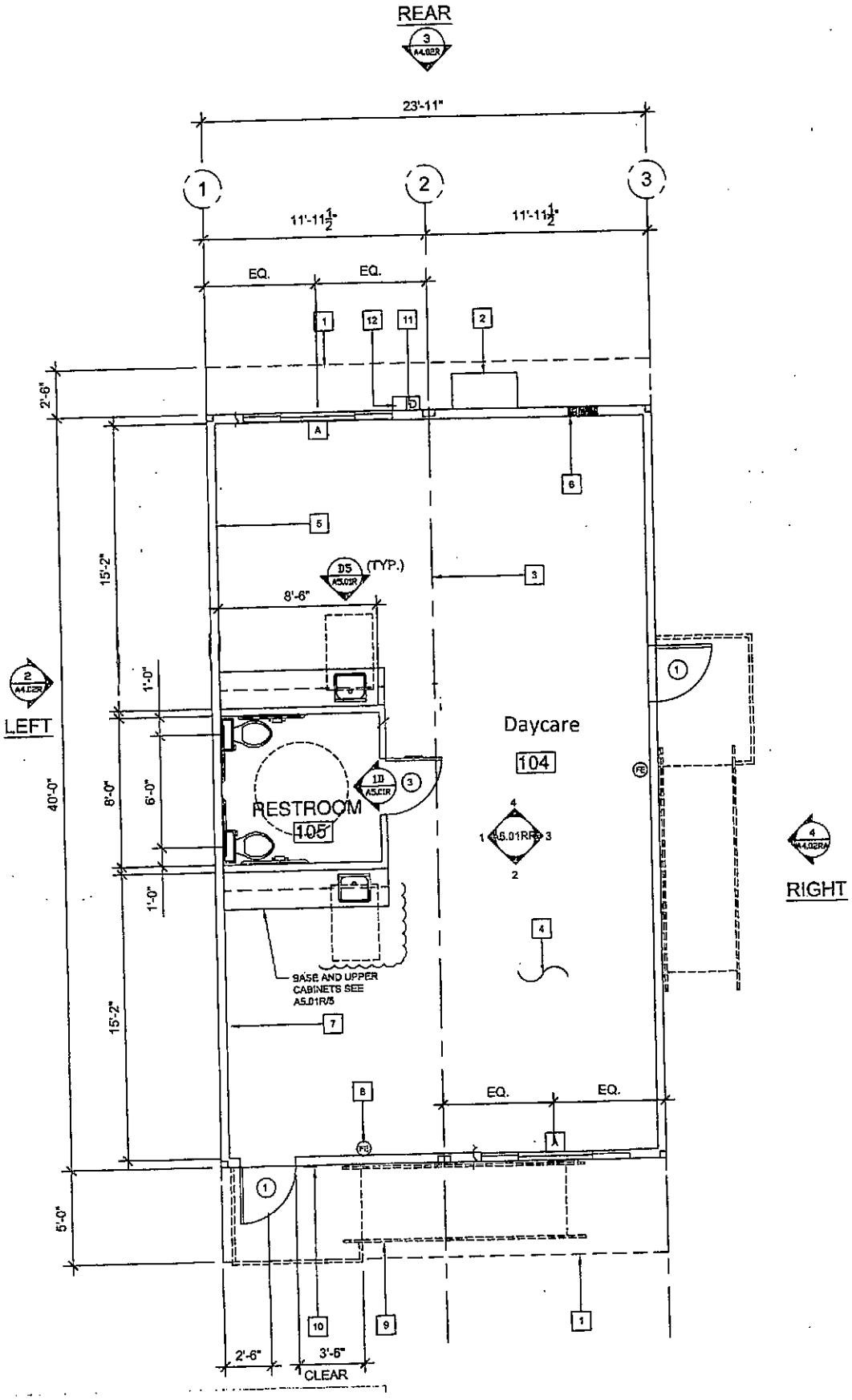


REAR
23'-11"
11'-11½"
11'-11½"
5'-0"
4'-0"
OFFICE 105
OFFICE 106
OFFICE 104
OFFICE 107
OFFICE 103
OFFICE 108
OFFICE 102
OFFICE 109
HALLWAY 101
OFFICE 110
A5.01
A5.01A
104 SIM
107-109 SIM
44" MIN
TYP
40'-0"
8'-0"
5'-0" LANDING
4'-9" OVERHANG
2'-4½"
3'-7½" CLEAR
2'-3"
1'-3½"
11½"
5'-11¾"
9'-8½"
4'-6"
9'-8½"
LEFT
RIGHT
FRONT

C1

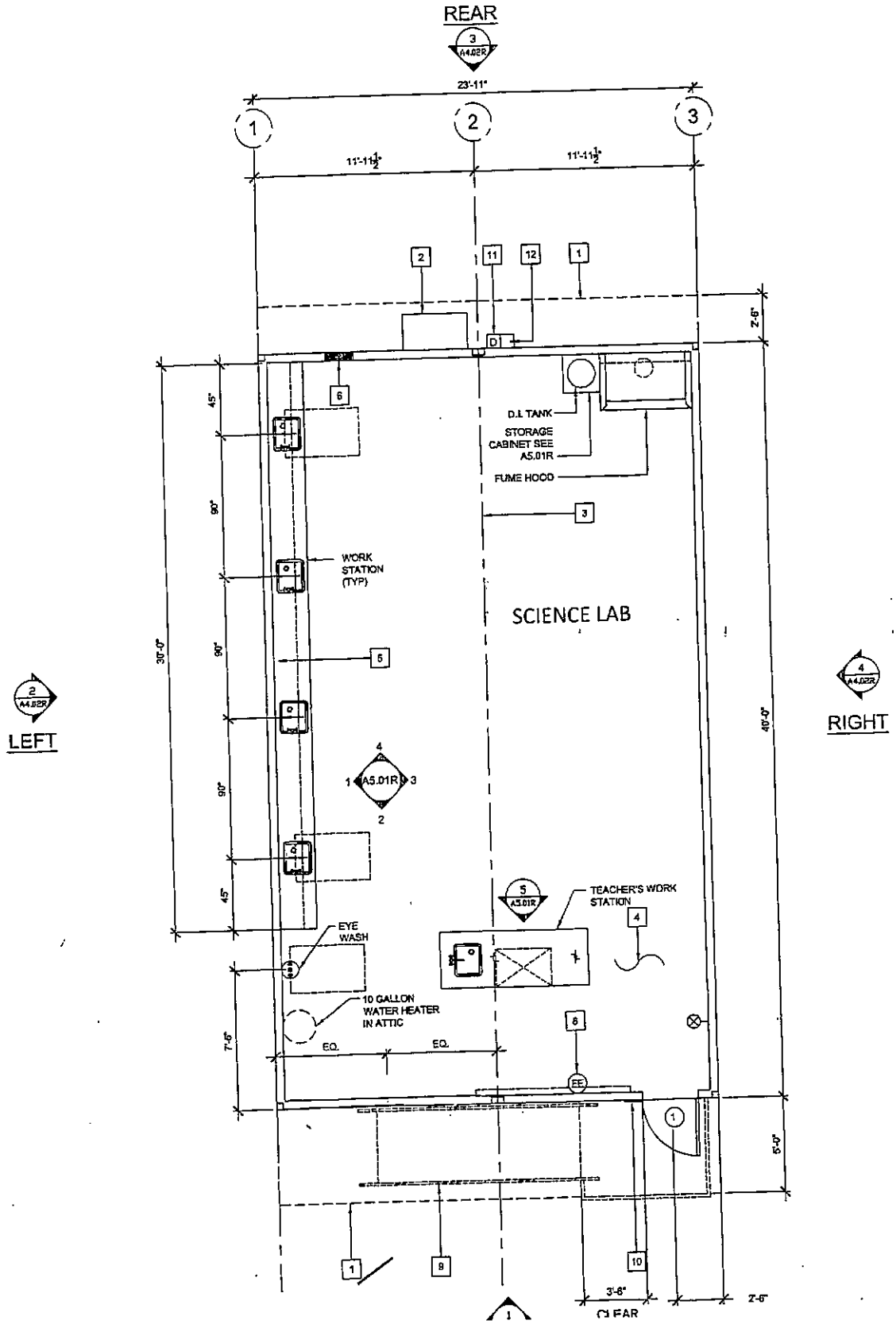

REAR
3
A4.12
23'-11"
M
11'-11½"
11'-11½"
6'-0"
2'-3"
R.O.H.
12" CLR.
Office
104
Office
103
HALL
105
Office
102
Office
101
A5.01
2'-6"
44" MIN
2'-10"
1'-9"
5'-5"
18'-6"
9'-11"
6'-11"
12" MIN
40'-0"
21'-0"
10'-0"
9'-0"
5'-0"
RAMP LANDING
4'-9"
R.O.H.
2'-4½"
3'-7½"
CLEAR
5'-11¾"
LIGHT
RIGHT

C2

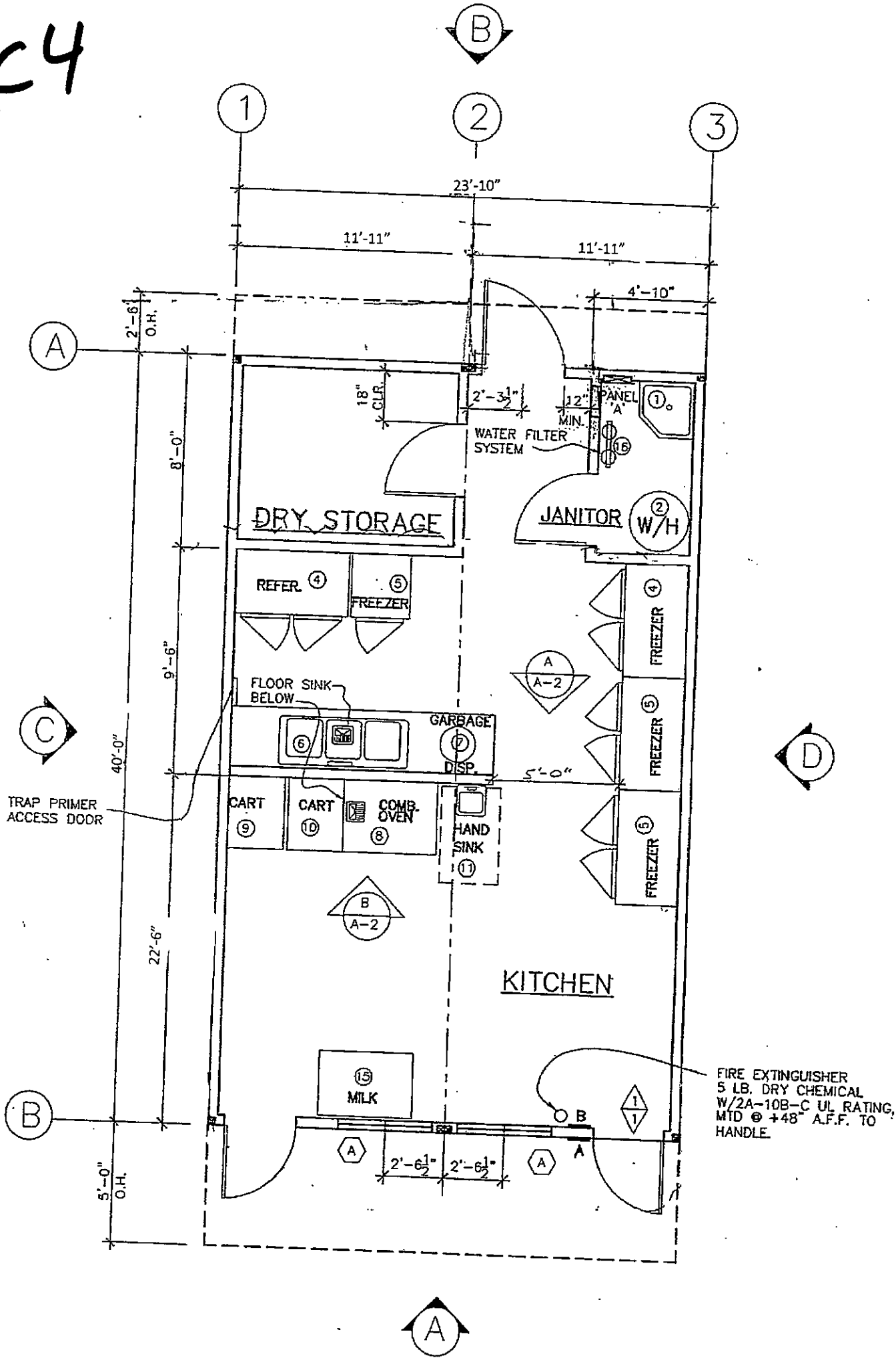


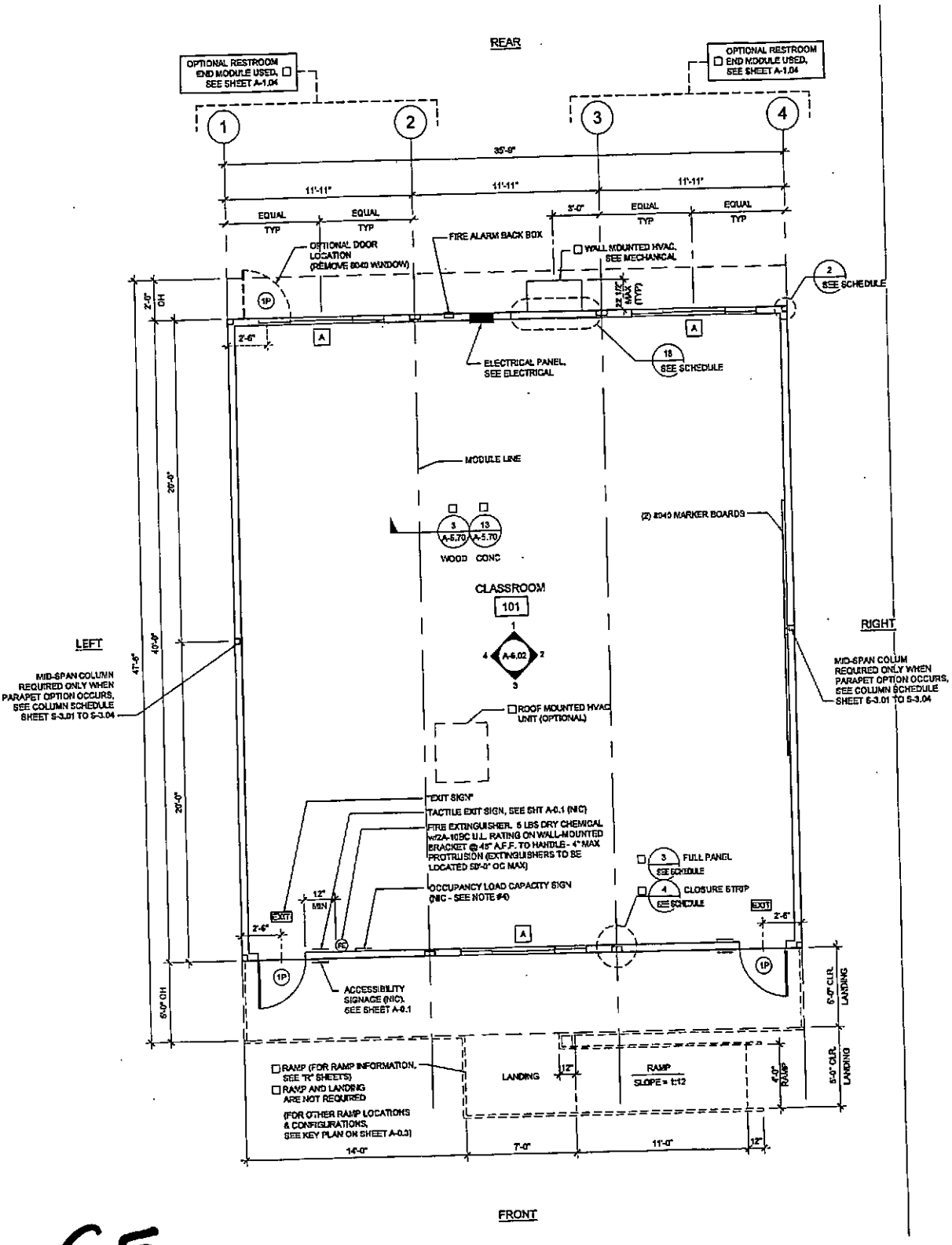
REAR
23'-11"
11'-11½"
11'-11½"
EQ.
EQ.
2'-6"
15'-2"
8'-6"
(TYP.)
LEFT
1'-0"
8'-0"
6'-0"
40'-0"
1'-0"
15'-2"
5'-0"
Daycare
104
RESTROOM
105
BASE AND UPPER CABINETS SEE A5.01R/5
RIGHT
EQ.
EQ.
2'-6"
3'-6"
CLEAR

C3

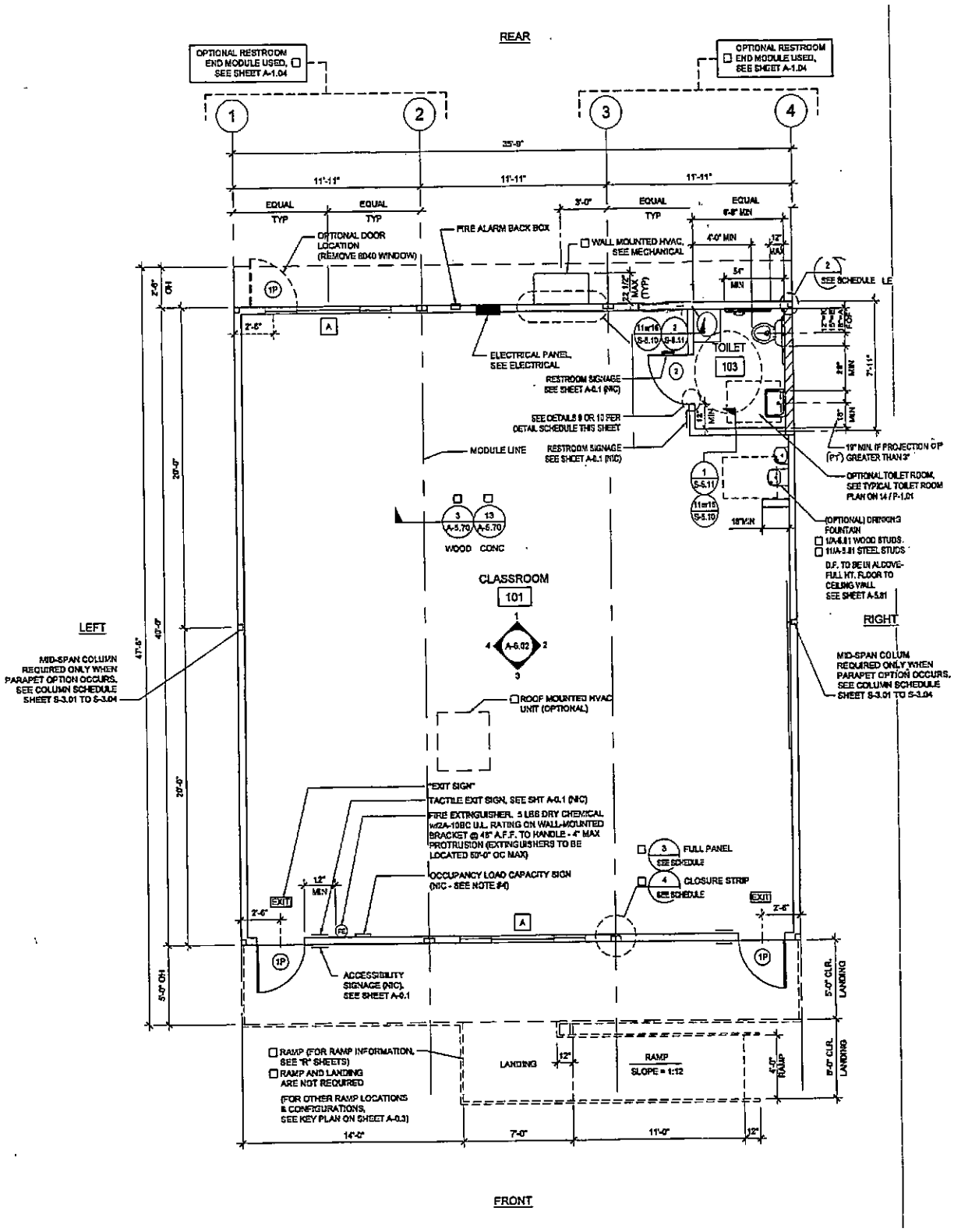

REAR
3
A4.02R
23'-11"
1
2
3
11'-11½"
11'-11½"
2
11
12
1
D
2'-6"
6
45"
90"
90"
90"
45"
30'-0"
D.I. TANK
STORAGE CABINET SEE A5.01R
FUME HOOD
3
WORK STATION (TYP)
SCIENCE LAB
5
4
A5.01R
1
3
2
5
A5.01R
TEACHER'S WORK STATION
4
EYE WASH
10 GALLON WATER HEATER IN ATTIC
7'-6"
EQ.
EQ.
8
EE
1
40'-0"
5'-0"
1
9
10
3'-6"
2'-6"
1
2
A4.02R
LEFT
4
A4.02R
RIGHT

C4


23'-10"
11'-11"
11'-11"
4'-10"
2'-6" O.H.
8'-0"
9'-6"
40'-0"
22'-6"
5'-0" O.H.
18" CLR.
2'-3½"
12" MIN.
PANEL "A"
WATER FILTER SYSTEM
DRY STORAGE
JANITOR
W/H
REFER.
FREEZER
FLOOR SINK BELOW
GARBAGE DISP.
5'-0"
TRAP PRIMER ACCESS DOOR
CART
CART
COMB. OVEN
HAND SINK
FREEZER
FREEZER
FREEZER
KITCHEN
MILK
2'-6½"
2'-6½"
FIRE EXTINGUISHER 5 LB. DRY CHEMICAL W/2A-10B-C UL RATING, MTD @ +48" A.F.F. TO HANDLE.

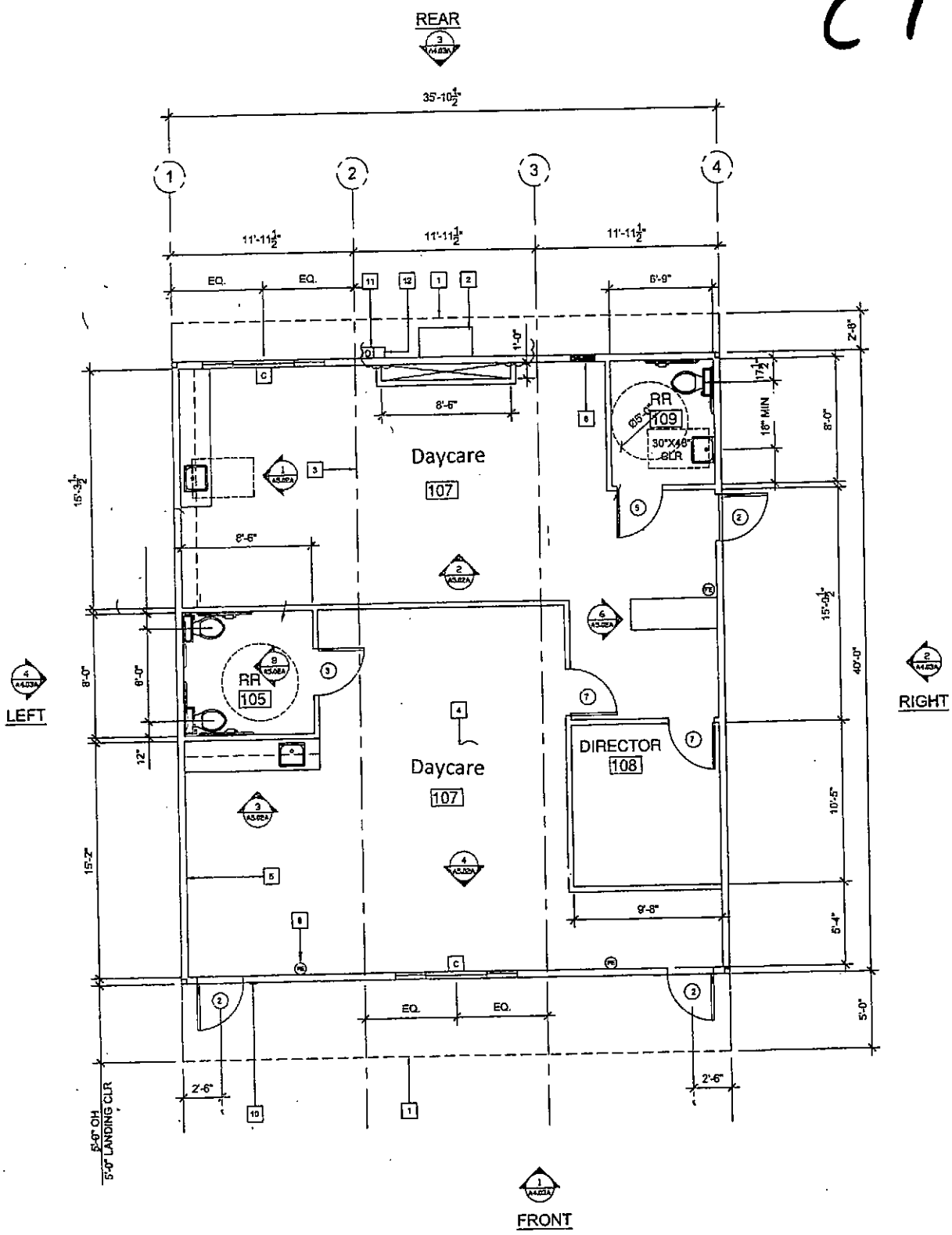

REAR
OPTIONAL RESTROOM END MODULE USED, SEE SHEET A-1.04
OPTIONAL RESTROOM END MODULE USED, SEE SHEET A-1.04
1
2
3
4
35'-9"
11'-11"
11'-11"
11'-11"
3'-0"
EQUAL TYP
EQUAL TYP
EQUAL TYP
EQUAL TYP
OPTIONAL DOOR LOCATION (REMOVE 8040 WINDOW)
FIRE ALARM BACK BOX
WALL MOUNTED HVAC, SEE MECHANICAL
2 SEE SCHEDULE
22 1/2" MAX (TYP)
2'-0" OH
1P
2'-6"
A
A
ELECTRICAL PANEL, SEE ELECTRICAL
18 SEE SCHEDULE
MODULE LINE
20'-0"
3 A-5.70
13 A-5.70
WOOD
CONC
(2) #040 MARKER BOARDS
CLASSROOM
101
1
4
A-6.02
2
3
LEFT
RIGHT
47'-9"
40'-9"
MID-SPAN COLUMN REQUIRED ONLY WHEN PARAPET OPTION OCCURS, SEE COLUMN SCHEDULE SHEET S-3.01 TO S-3.04
MID-SPAN COLUM REQUIRED ONLY WHEN PARAPET OPTION OCCURS, SEE COLUMN SCHEDULE SHEET S-3.01 TO S-3.04
ROOF MOUNTED HVAC UNIT (OPTIONAL)
20'-0"
"EXIT SIGN"
TACTILE EXIT SIGN, SEE SHT A-0.1 (NIC)
FIRE EXTINGUISHER, 5 LBS DRY CHEMICAL w/2A-10BC U.L. RATING ON WALL-MOUNTED BRACKET @ 45" A.F.F. TO HANDLE - 4" MAX PROTRUSION (EXTINGUISHERS TO BE LOCATED 50'-0" OC MAX)
OCCUPANCY LOAD CAPACITY SIGN (NIC - SEE NOTE #4)
12" MIN
3 FULL PANEL SEE SCHEDULE
4 CLOSURE STRIP SEE SCHEDULE
EXIT
EXIT
2'-6"
2'-6"
FE
A
1P
1P
ACCESSIBILITY SIGNAGE (NIC), SEE SHEET A-0.1
5'-0" OH
5'-0" CLR. LANDING
5'-0" CLR. LANDING
RAMP (FOR RAMP INFORMATION, SEE "R" SHEETS)
RAMP AND LANDING ARE NOT REQUIRED
(FOR OTHER RAMP LOCATIONS & CONFIGURATIONS, SEE KEY PLAN ON SHEET A-0.3)
LANDING
12"
RAMP
SLOPE = 1:12
6'-0" (0.0.48")
14'-0"
7'-0"
11'-0"
12"
FRONT

C5

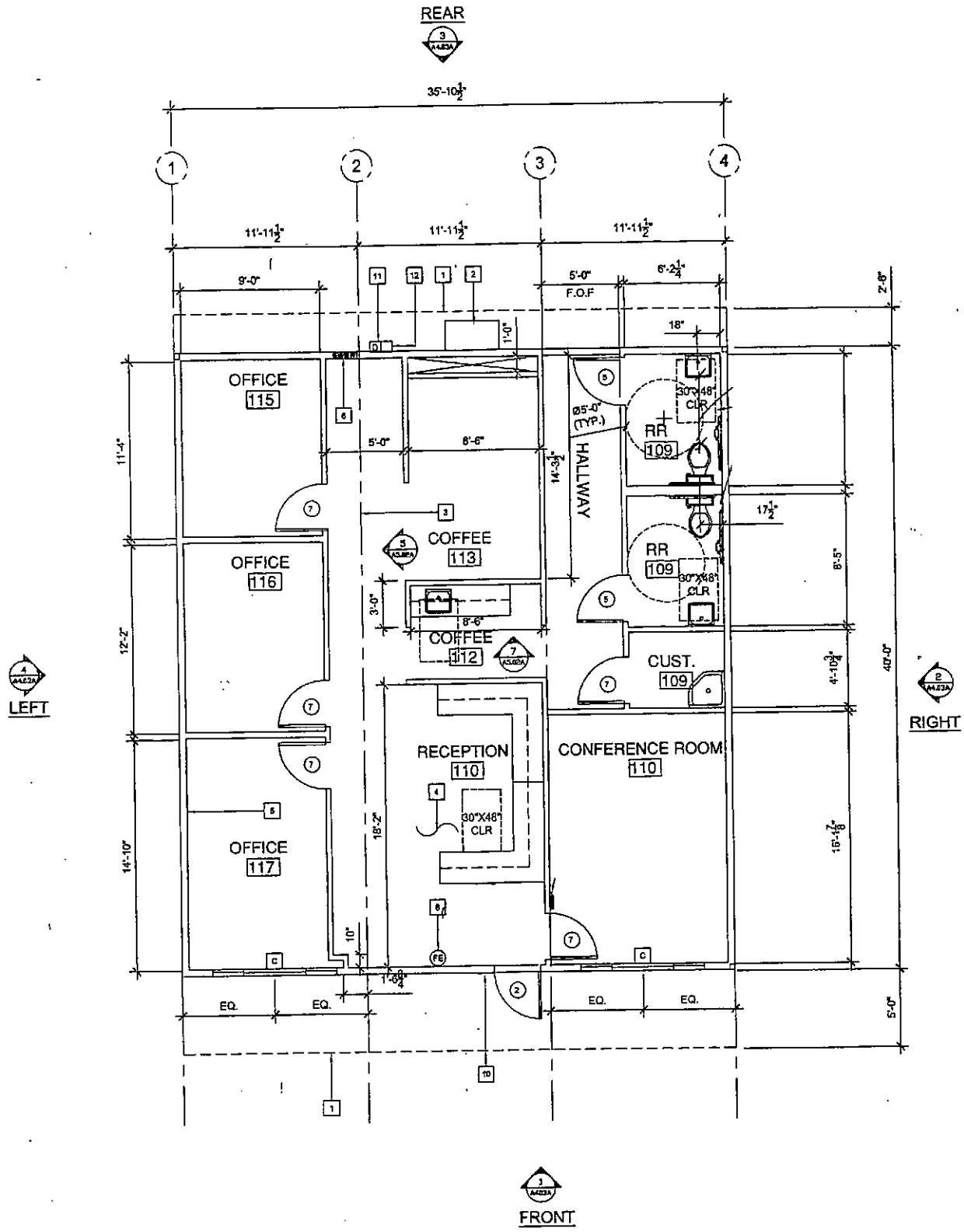

REAR
OPTIONAL RESTROOM END MODULE USED, ☐ SEE SHEET A-1.04
OPTIONAL RESTROOM ☐ END MODULE USED, SEE SHEET A-1.04
1
2
3
4
35'-0"
11'-11"
11'-11"
11'-11"
EQUAL TYP
EQUAL TYP
3'-0"
EQUAL TYP
EQUAL 6'-8" MIN
OPTIONAL DOOR LOCATION (REMOVE 6040 WINDOW)
FIRE ALARM BACK BOX
☐ WALL MOUNTED HVAC, SEE MECHANICAL
4'-0" MIN
12" MAX
54" MIN
SEE SCHEDULE
ELECTRICAL PANEL, SEE ELECTRICAL
TOILET
103
RESTROOM SIGNAGE SEE SHEET A-0.1 (NIC)
SEE DETAILS 9 OR 10 PER DETAIL SCHEDULE THIS SHEET
MODULE LINE
RESTROOM SIGNAGE SEE SHEET A-0.1 (NIC)
19" MIN. IF PROJECTION OF (P1) GREATER THAN 3"
OPTIONAL TOILET ROOM, SEE TYPICAL TOILET ROOM PLAN ON 14 / P-1.01
(OPTIONAL) DRINKING FOUNTAIN
☐ 1/A-5.81 WOOD STUDS.
☐ 11/A-5.81 STEEL STUDS
D.F. TO BE IN ALCOVE- FULL HT. FLOOR TO CEILING WALL SEE SHEET A-5.81
18" MIN
WOOD
CONC
CLASSROOM
101
LEFT
RIGHT
MID-SPAN COLUMN REQUIRED ONLY WHEN PARAPET OPTION OCCURS. SEE COLUMN SCHEDULE SHEET S-3.01 TO S-3.04
MID-SPAN COLUM REQUIRED ONLY WHEN PARAPET OPTION OCCURS. SEE COLUMN SCHEDULE SHEET S-3.01 TO S-3.04
☐ ROOF MOUNTED HVAC UNIT (OPTIONAL)
"EXIT SIGN"
TACTILE EXIT SIGN, SEE SHT A-0.1 (NIC)
FIRE EXTINGUISHER, 5 LBS DRY CHEMICAL w/2A-10BC U.L. RATING ON WALL-MOUNTED BRACKET @ 48" A.F.F. TO HANDLE - 4" MAX PROTRUSION (EXTINGUISHERS TO BE LOCATED 50'-0" OC MAX)
OCCUPANCY LOAD CAPACITY SIGN (NIC - SEE NOTE #4)
☐ FULL PANEL SEE SCHEDULE
☐ CLOSURE STRIP SEE SCHEDULE
EXIT
ACCESSIBILITY SIGNAGE (NIC), SEE SHEET A-0.1
5'-0" CLR. LANDING
☐ RAMP (FOR RAMP INFORMATION, SEE "R" SHEETS)
☐ RAMP AND LANDING ARE NOT REQUIRED
(FOR OTHER RAMP LOCATIONS & CONFIGURATIONS, SEE KEY PLAN ON SHEET A-0.3)
LANDING
RAMP
SLOPE = 1:12
4'-0" RAMP
14'-0"
7'-0"
11'-0"
FRONT

C6

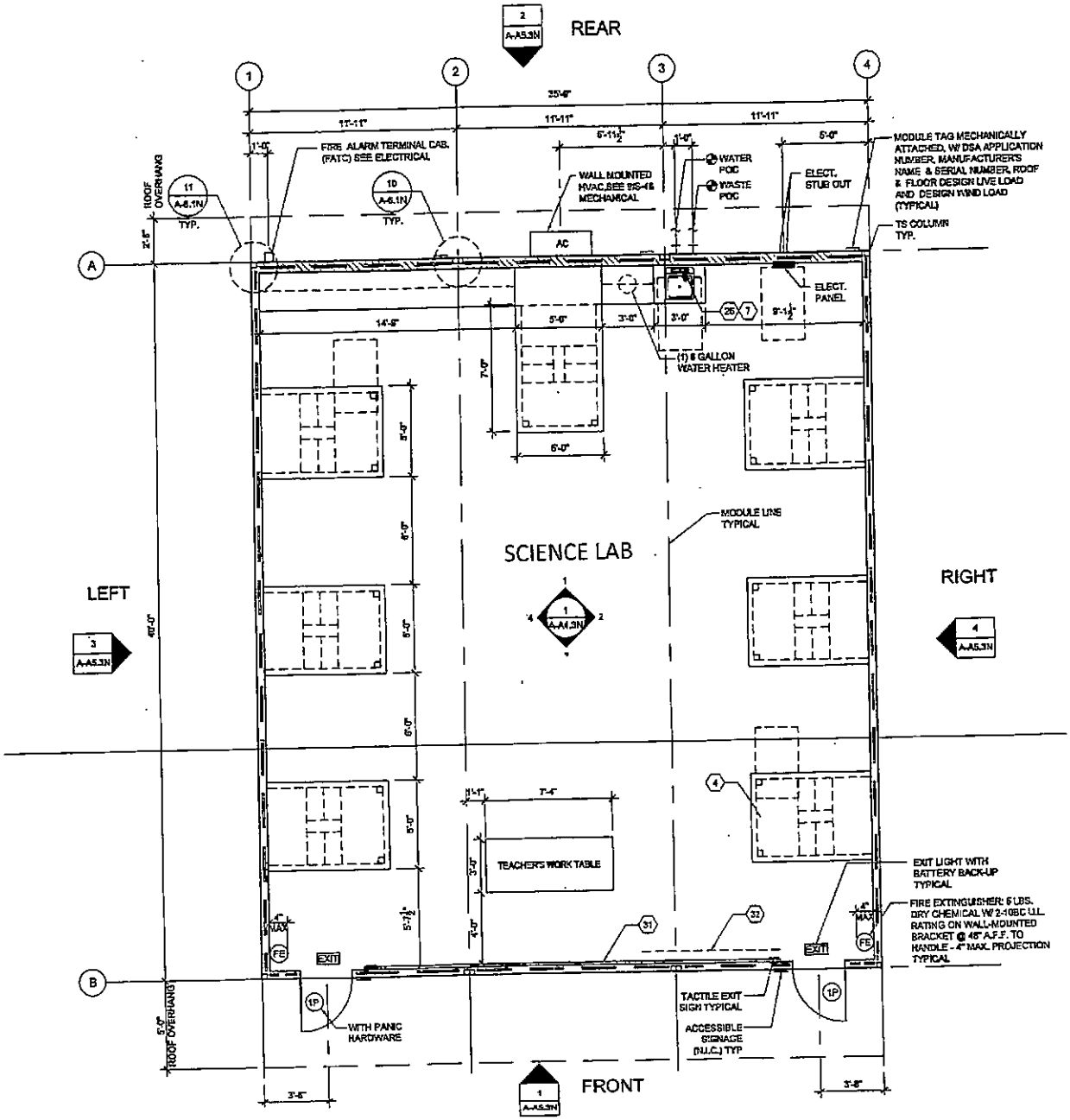
C7


REAR
35'-10½"
11'-11½"
11'-11½"
11'-11½"
EQ.
EQ.
6'-9"
1'-0"
8'-6"
Daycare
107
RR
109
Ø5'-0"
30"X48" CLR
18" MIN
17½"
2'-8"
8'-0"
15'-3½"
8'-6"
RR
105
8'-0"
6'-0"
12"
Daycare
107
DIRECTOR
108
15'-0½"
40'-0"
10'-5"
15'-2"
9'-8"
8'-4"
5'-0"
EQ.
EQ.
2'-6"
2'-6"
5'-0" OH
5'-0" LANDING CLR
LEFT
RIGHT
FRONT

C8

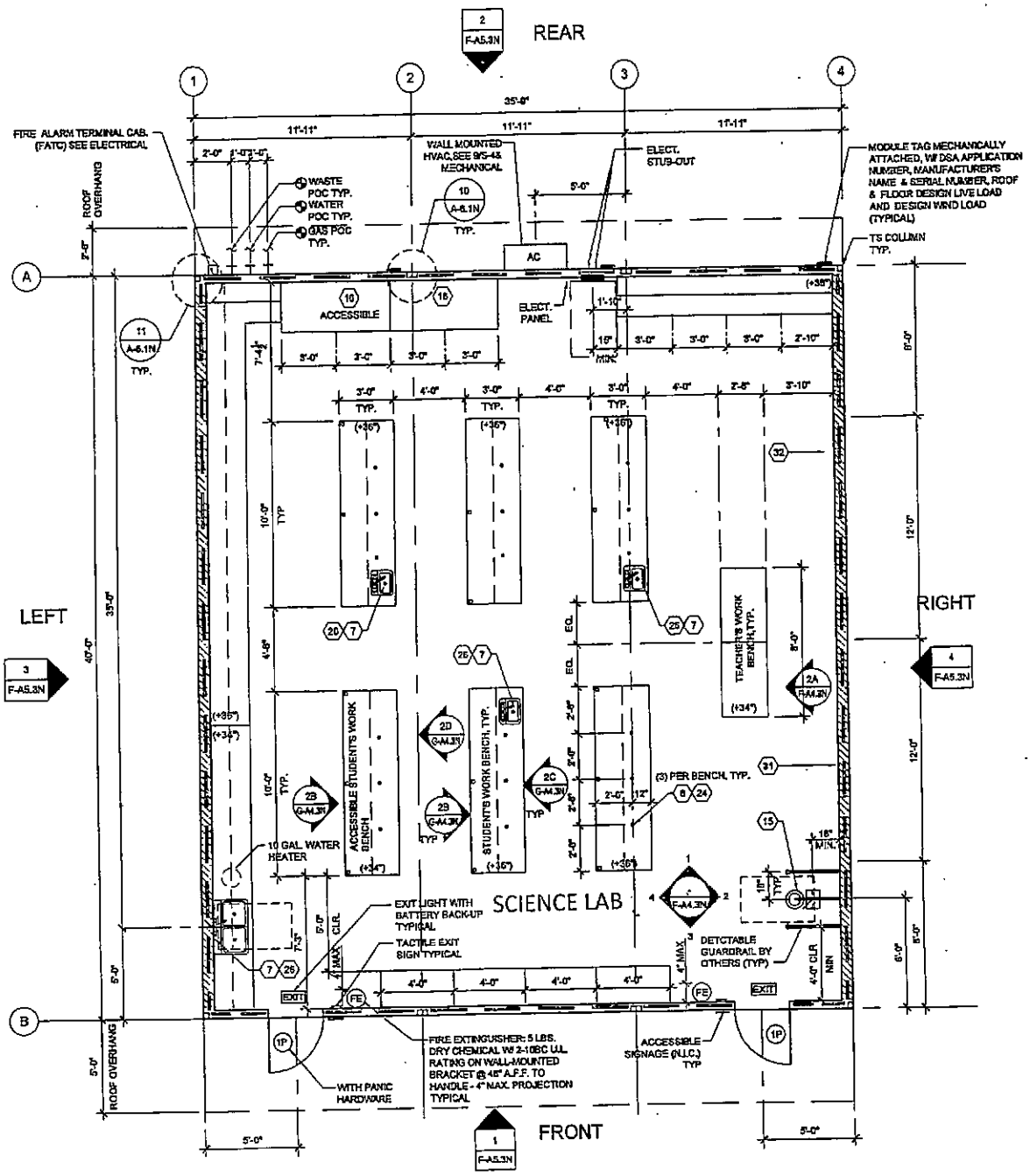

REAR
35'-10½"
1
2
3
4
11'-11½"
11'-11½"
11'-11½"
9'-0"
5'-0"
F.O.F
6'-2¼"
2'-6"
18"
1'-0"
OFFICE
115
OFFICE
116
OFFICE
117
5'-0"
6'-6"
11'-4"
12'-2"
14'-10"
COFFEE
113
COFFEE
112
3'-0"
8'-6"
14'-3½"
HALLWAY
Ø5'-0"
(TYP.)
RR
109
30"X48"
CLR
17½"
8'-5"
CUST.
109
4'-10¾"
40'-0"
RECEPTION
110
30"X48"
CLR
18'-2"
CONFERENCE ROOM
110
16'-1⅞"
10"
1'-0¾"
EQ.
EQ.
EQ.
EQ.
5'-0"
LEFT
RIGHT
FRONT

C9



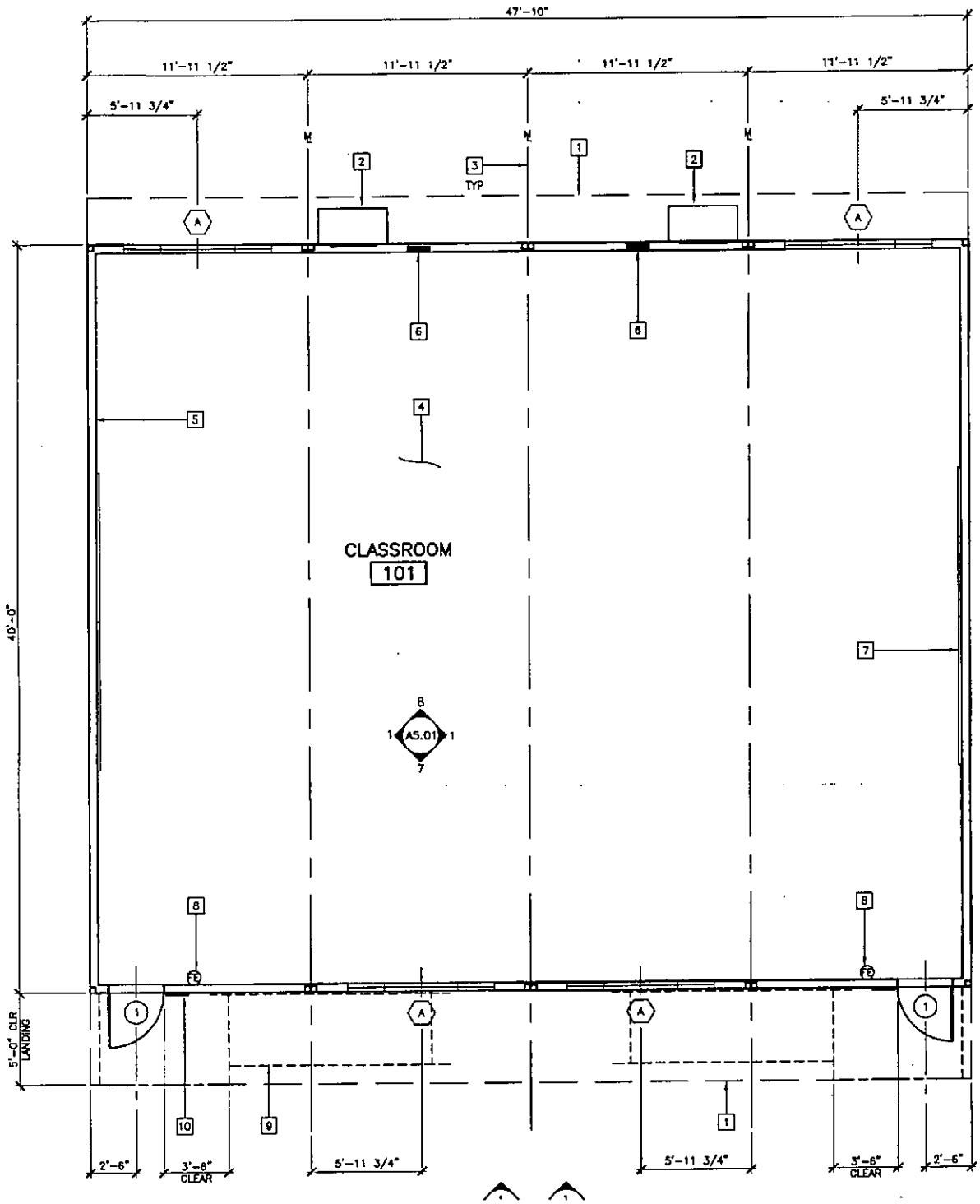
REAR
LEFT
RIGHT
FRONT
SCIENCE LAB
FIRE ALARM TERMINAL CAB. (FATC) SEE ELECTRICAL
WALL MOUNTED HVAC,SEE 9/S-4 & MECHANICAL
WATER POC
WASTE POC
ELECT. STUB OUT
MODULE TAG MECHANICALLY ATTACHED, W/ DSA APPLICATION NUMBER, MANUFACTURER'S NAME & SERIAL NUMBER, ROOF & FLOOR DESIGN LIVE LOAD AND DESIGN WIND LOAD (TYPICAL)
TS COLUMN TYP.
ELECT. PANEL
(1) 6 GALLON WATER HEATER
MODULE LINE TYPICAL
TEACHER'S WORK TABLE
EXIT LIGHT WITH BATTERY BACK-UP TYPICAL
FIRE EXTINGUISHER: 6 LBS. DRY CHEMICAL W/ 2-10BC U.L. RATING ON WALL-MOUNTED BRACKET @ 48" A.F.F. TO HANDLE - 4" MAX. PROJECTION TYPICAL
TACTILE EXIT SIGN TYPICAL
ACCESSIBLE SIGNAGE (N.I.C.) TYP
WITH PANIC HARDWARE
ROOF OVERHANG
EXIT

C 10

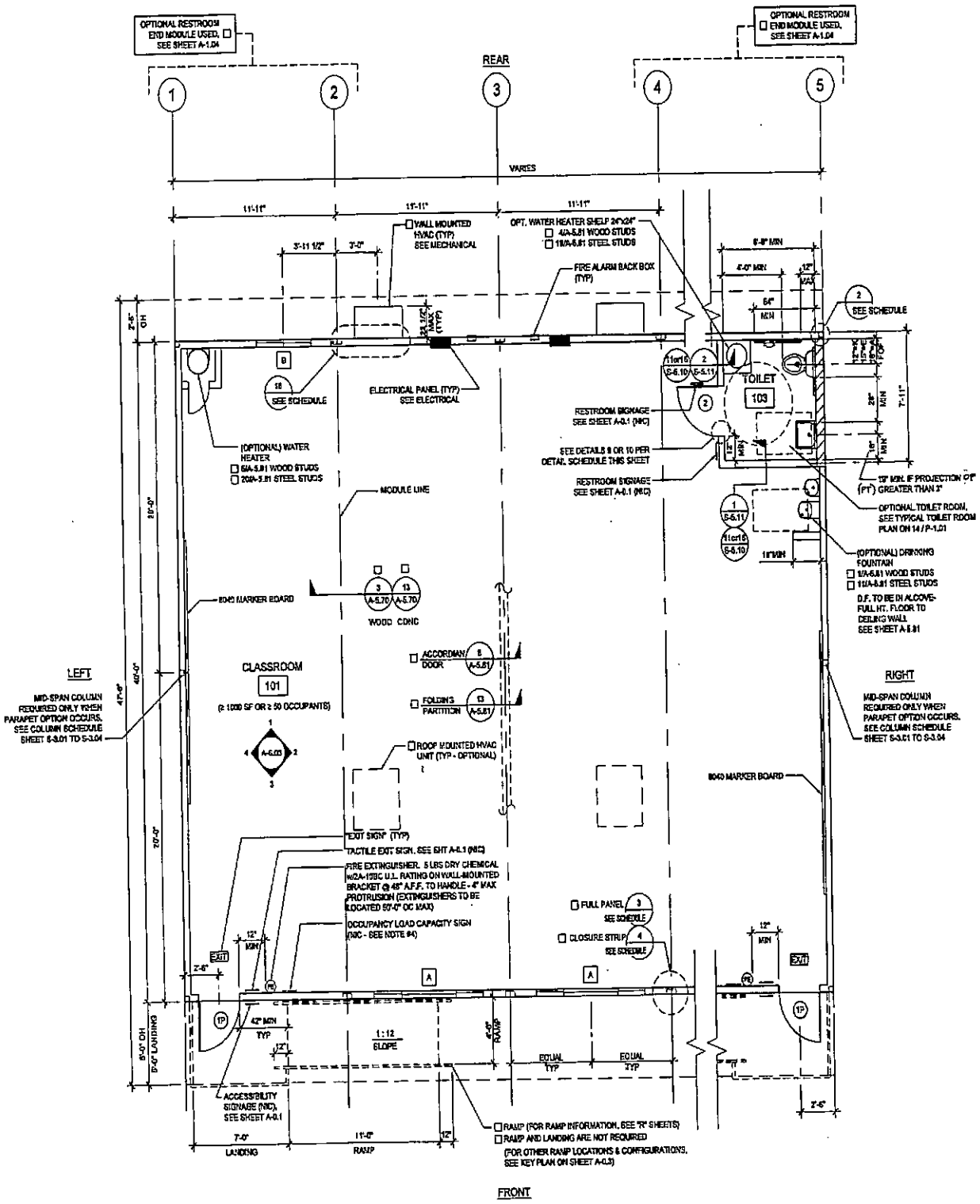


16 6' FUME HOOD

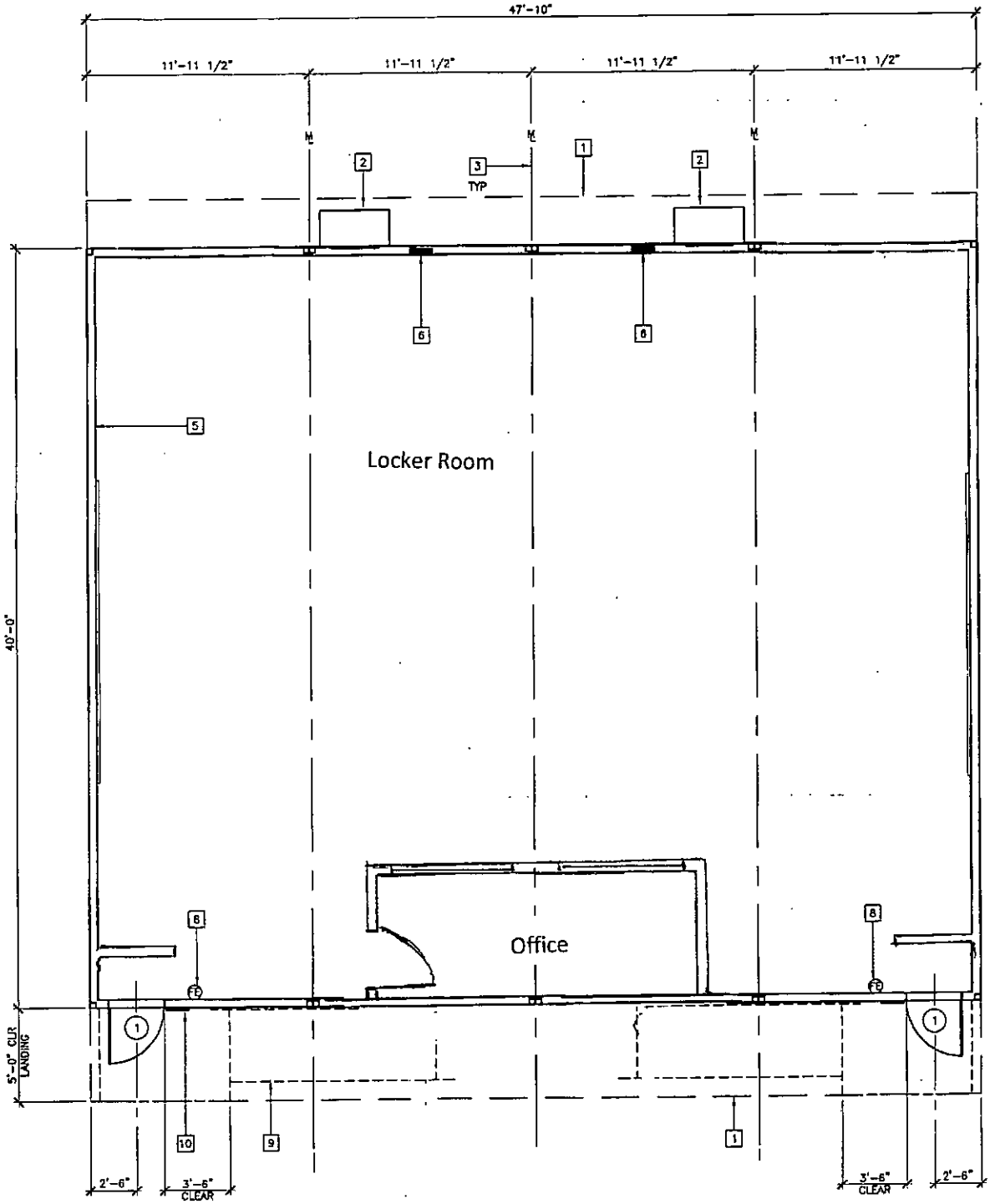
D1

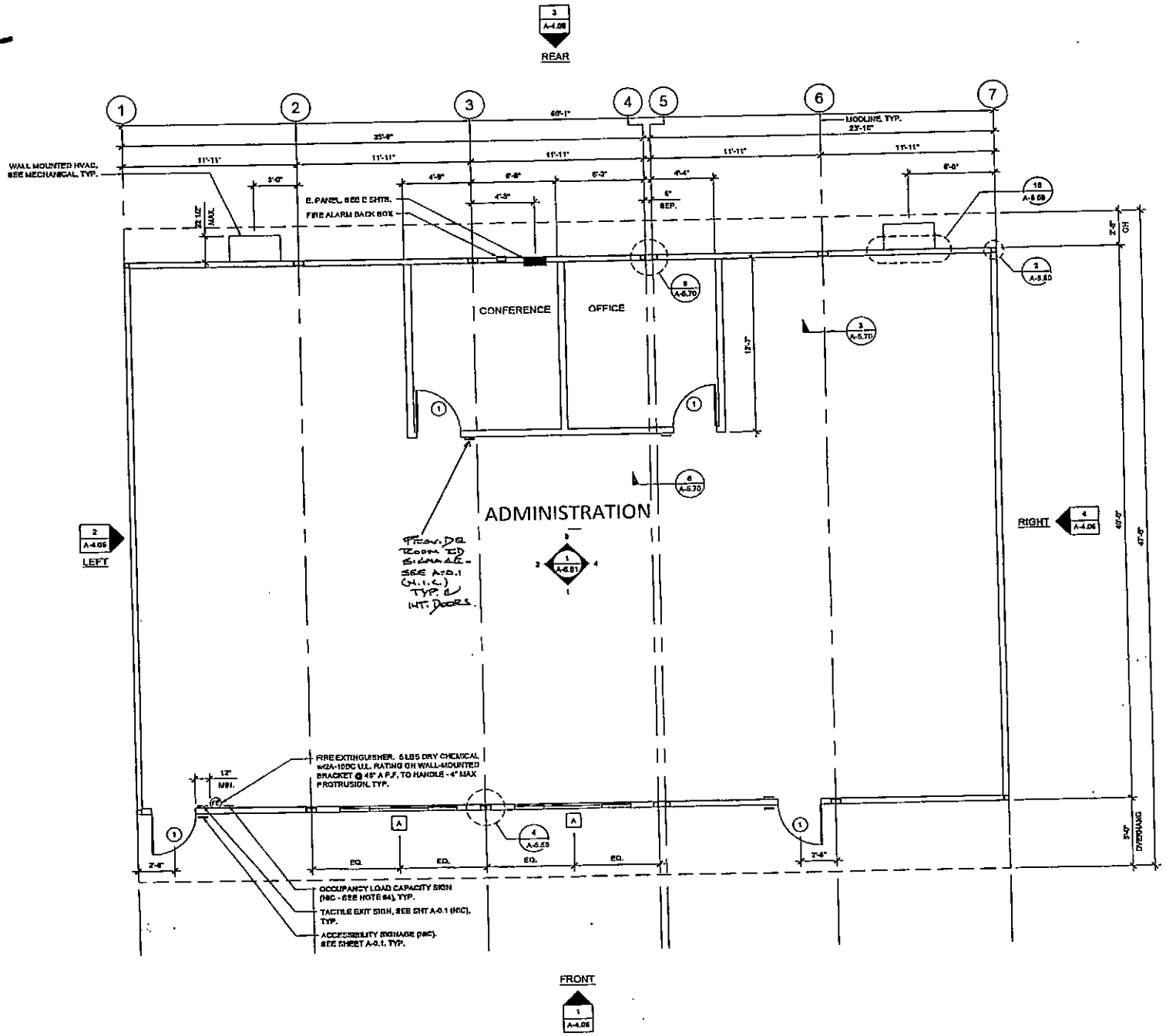

47'-10"
11'-11 1/2"
11'-11 1/2"
11'-11 1/2"
11'-11 1/2"
5'-11 3/4"
5'-11 3/4"
TYP
CLASSROOM
101
A5.01
40'-0"
5'-0" CLR LANDING
2'-6"
3'-6" CLEAR
5'-11 3/4"
5'-11 3/4"
3'-6" CLEAR
2'-6"

D2

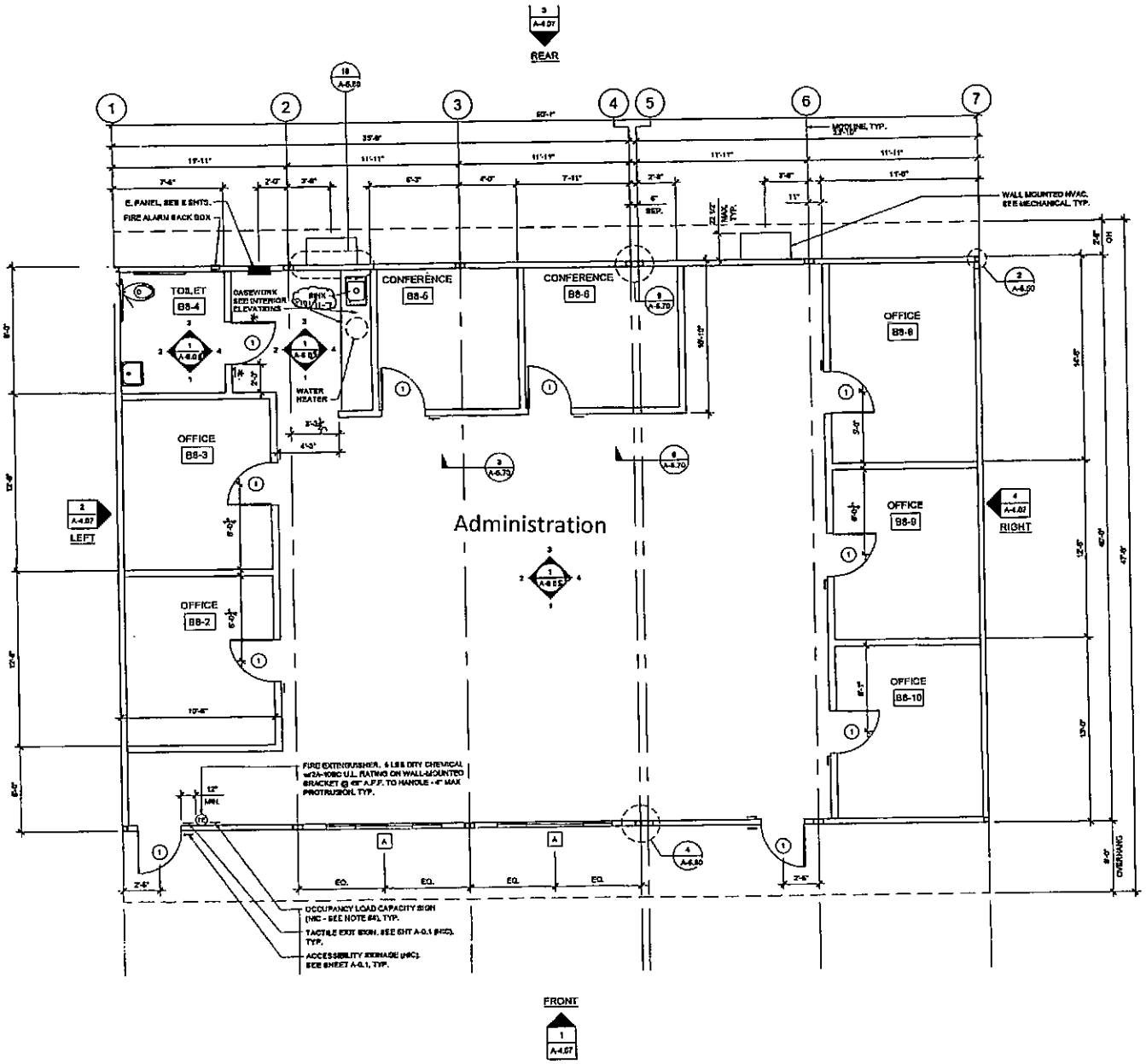

OPTIONAL RESTROOM END MODULE USED, SEE SHEET A-1.04
OPTIONAL RESTROOM END MODULE USED, SEE SHEET A-1.04
REAR
1
2
3
4
5
VARIES
11'-11"
11'-11"
11'-11"
WALL MOUNTED HVAC (TYP) SEE MECHANICAL
OPT. WATER HEATER SHELF 24"x24"
4/A-5.81 WOOD STUDS
10/A-5.81 STEEL STUDS
FIRE ALARM BACK BOX (TYP)
SEE SCHEDULE
ELECTRICAL PANEL (TYP) SEE ELECTRICAL
TOILET
103
RESTROOM SIGNAGE SEE SHEET A-0.1 (NIC)
SEE DETAILS 9 OR 10 PER DETAIL SCHEDULE THIS SHEET
RESTROOM SIGNAGE SEE SHEET A-0.1 (NIC)
(OPTIONAL) WATER HEATER
6/A-5.81 WOOD STUDS
20/A-5.81 STEEL STUDS
MODULE LINE
OPTIONAL TOILET ROOM, SEE TYPICAL TOILET ROOM PLAN ON 14 / P-1.01
(OPTIONAL) DRINKING FOUNTAIN
1/A-5.81 WOOD STUDS
11/A-5.81 STEEL STUDS
D.F. TO BE IN ALCOVE- FULL HT. FLOOR TO CEILING WALL SEE SHEET A-5.81
8040 MARKER BOARD
WOOD CONC
CLASSROOM
101
(≥ 1000 SF OR ≥ 50 OCCUPANTS)
ACCORDIAN DOOR
FOLDING PARTITION
LEFT
MID-SPAN COLUMN REQUIRED ONLY WHEN PARAPET OPTION OCCURS. SEE COLUMN SCHEDULE SHEET S-3.01 TO S-3.04
RIGHT
MID-SPAN COLUMN REQUIRED ONLY WHEN PARAPET OPTION OCCURS. SEE COLUMN SCHEDULE SHEET S-3.01 TO S-3.04
ROOF MOUNTED HVAC UNIT (TYP - OPTIONAL)
8040 MARKER BOARD
"EXIT SIGN" (TYP)
TACTILE EXIT SIGN. SEE SHT A-0.1 (NIC)
FIRE EXTINGUISHER. 5 LBS DRY CHEMICAL w/2A-10BC U.L. RATING ON WALL-MOUNTED BRACKET @ 48" A.F.F. TO HANDLE - 4" MAX PROTRUSION (EXTINGUISHERS TO BE LOCATED 50'-0" OC MAX)
OCCUPANCY LOAD CAPACITY SIGN (NIC - SEE NOTE #4)
FULL PANEL
CLOSURE STRIP
EXIT
42" MIN TYP
1:12 SLOPE
EQUAL TYP
EQUAL TYP
ACCESSIBILITY SIGNAGE (NIC), SEE SHEET A-0.1
RAMP (FOR RAMP INFORMATION, SEE "R" SHEETS)
RAMP AND LANDING ARE NOT REQUIRED
(FOR OTHER RAMP LOCATIONS & CONFIGURATIONS, SEE KEY PLAN ON SHEET A-0.3)
7'-0" LANDING
11'-0" RAMP
FRONT

D3


47'-10"
11'-11 1/2"
11'-11 1/2"
11'-11 1/2"
11'-11 1/2"
TYP
Locker Room
Office
40'-0"
5'-0" CLR LANDING
2'-6"
3'-6" CLEAR
3'-6" CLEAR
2'-6"

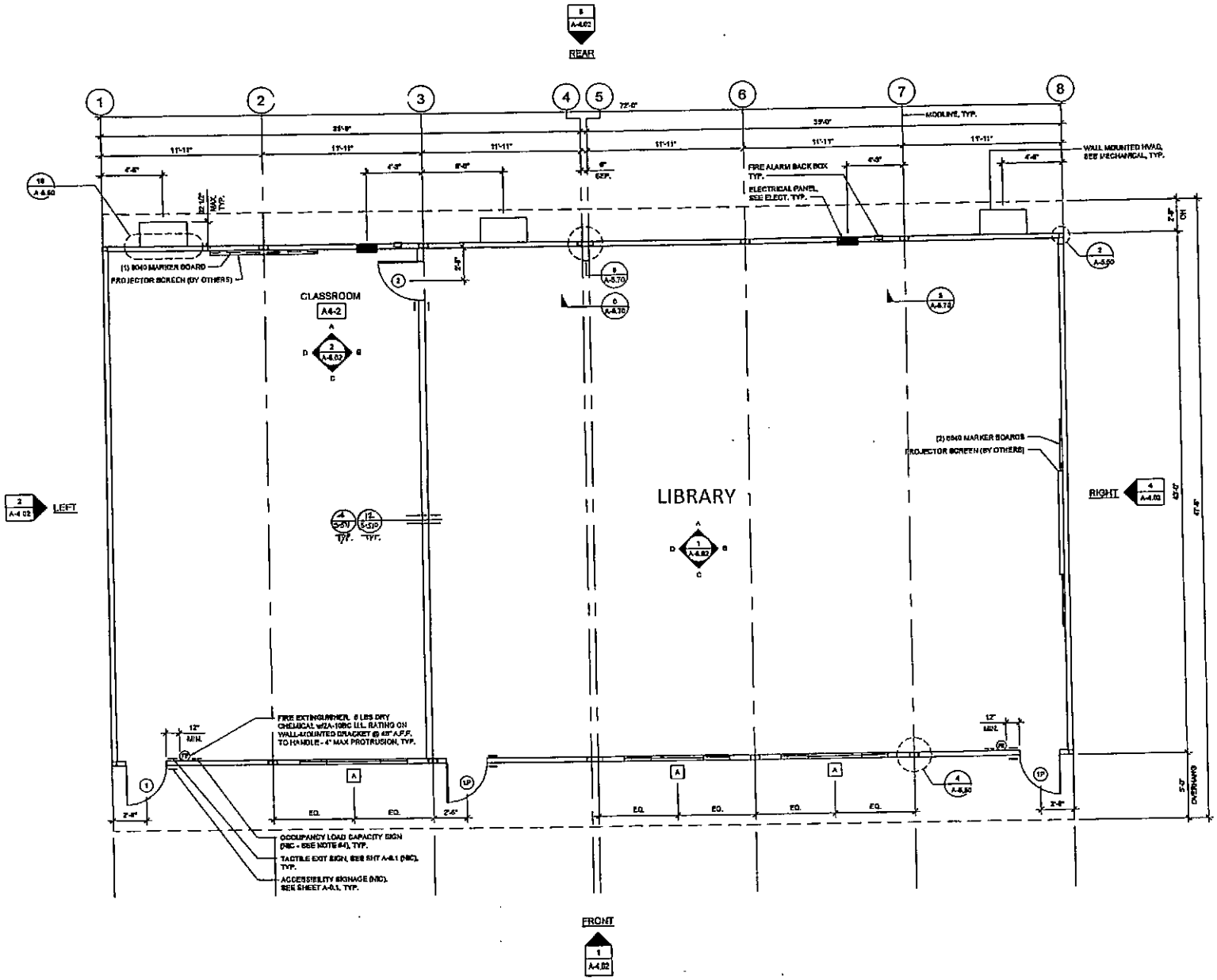

REAR
FRONT
LEFT
RIGHT
WALL MOUNTED HVAC, SEE MECHANICAL, TYP.
E. PANEL, SEE E SHTS.
FIRE ALARM BACK BOX
MOULDING, TYP.
CONFERENCE
OFFICE
ADMINISTRATION
FIRE EXTINGUISHER, 5 LBS DRY CHEMICAL w/2A-10BC U.L. RATING ON WALL-MOUNTED BRACKET @ 48" A.F.F. TO HANDLE - 4" MAX PROTRUSION, TYP.
OCCUPANCY LOAD CAPACITY SIGN (NIC - SEE NOTE #4), TYP.
TACTILE EXIT SIGN, SEE SHT A-0.1 (NIC), TYP.
ACCESSIBILITY SIGNAGE (NIC), SEE SHEET A-0.1, TYP.
OVERHANG

D6



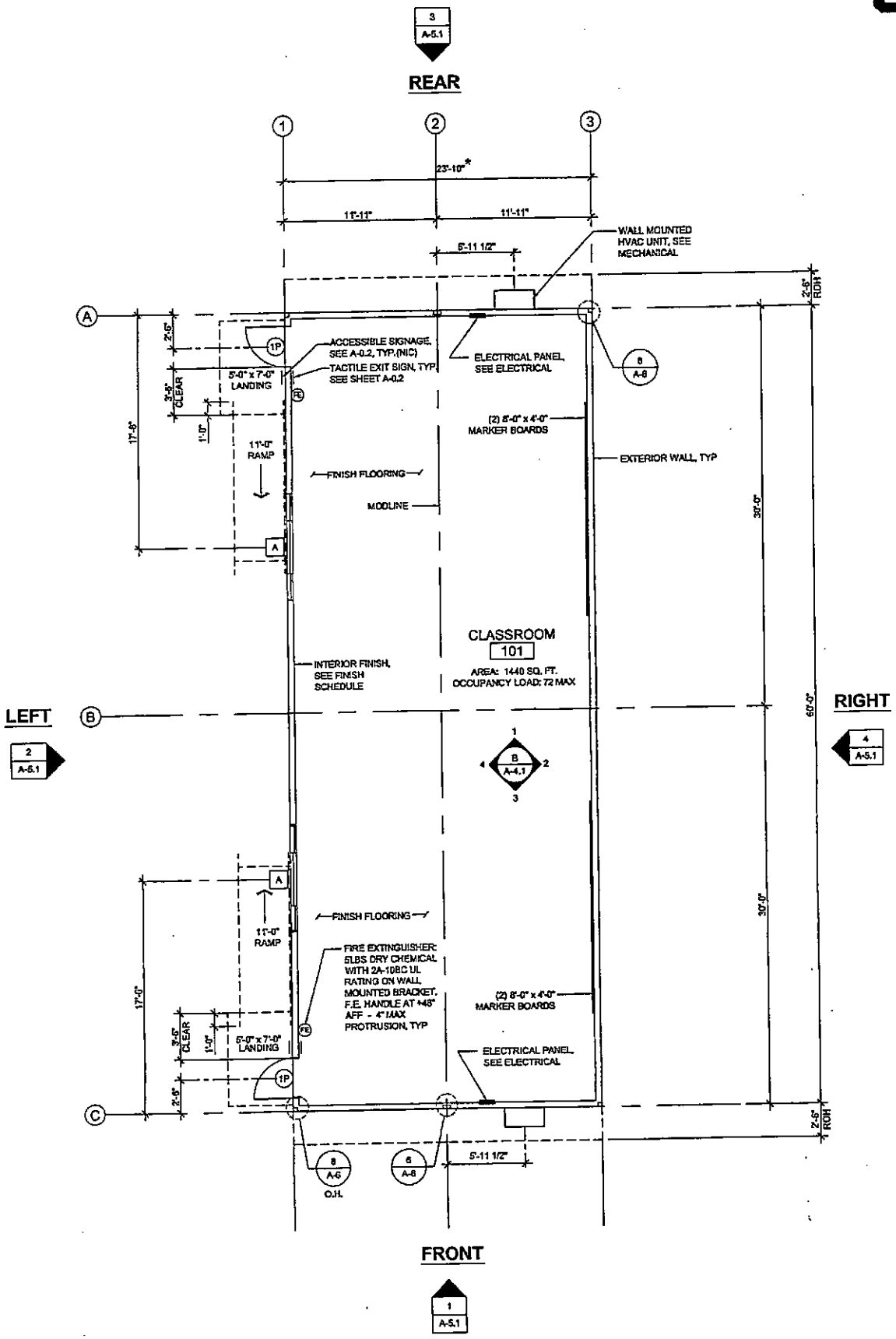
REAR
FRONT
LEFT
RIGHT
Administration
TOILET
B8-4
CONFERENCE
B8-5
CONFERENCE
B8-6
OFFICE
B8-3
OFFICE
B8-2
OFFICE
B8-8
OFFICE
B8-9
OFFICE
B8-10
WATER HEATER
E. PANEL, SEE E SHTS.
FIRE ALARM BACK BOX
WALL MOUNTED HVAC, SEE MECHANICAL, TYP.
MODLINE, TYP.
OCCUPANCY LOAD CAPACITY SIGN (NIC - SEE NOTE 64), TYP.
TACTILE EXIT SIGN, SEE SHT A-0.1 (NIC), TYP.
ACCESSIBILITY SIGNAGE (NIC), SEE SHEET A-0.1, TYP.
OVERHANG

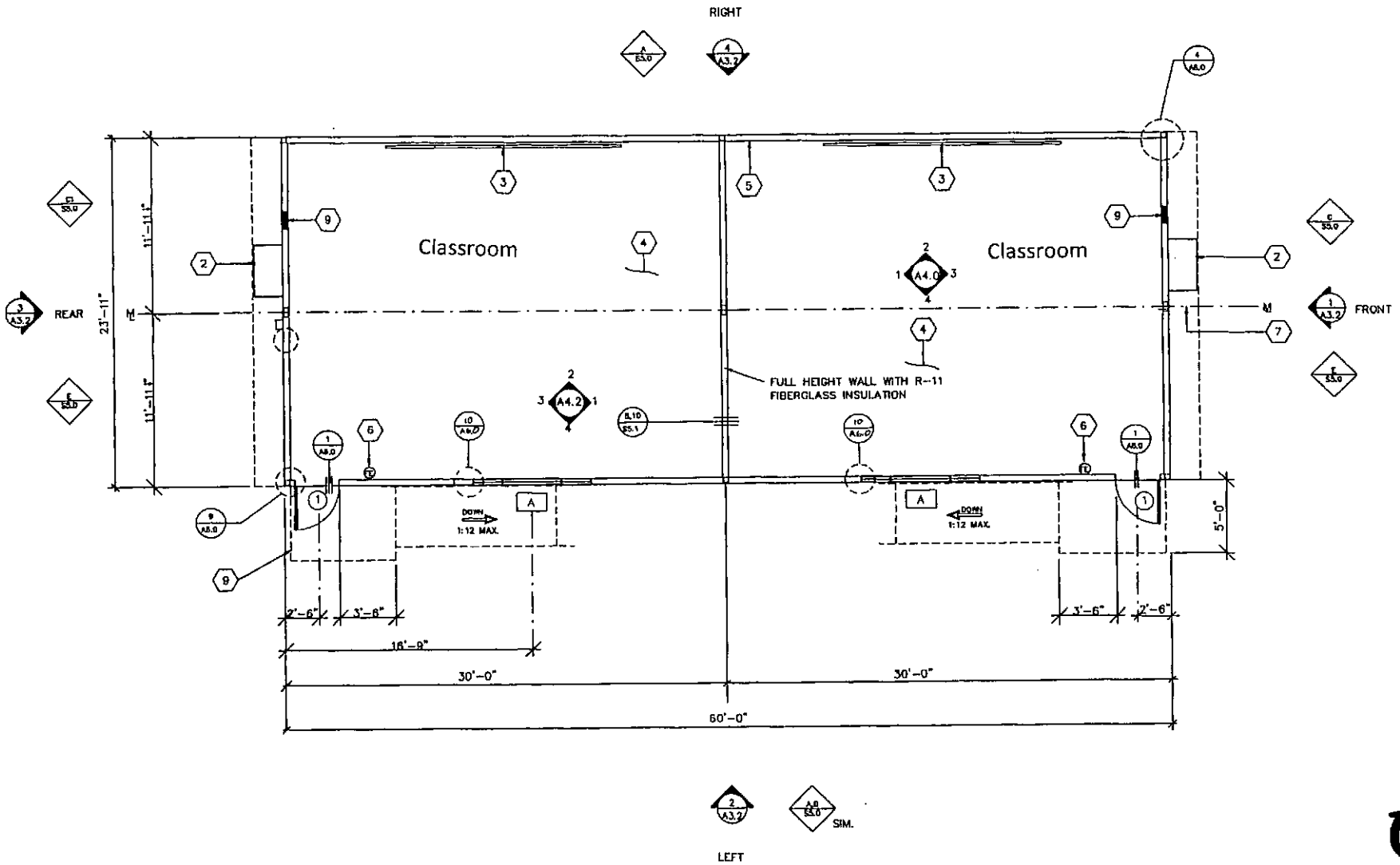
D7



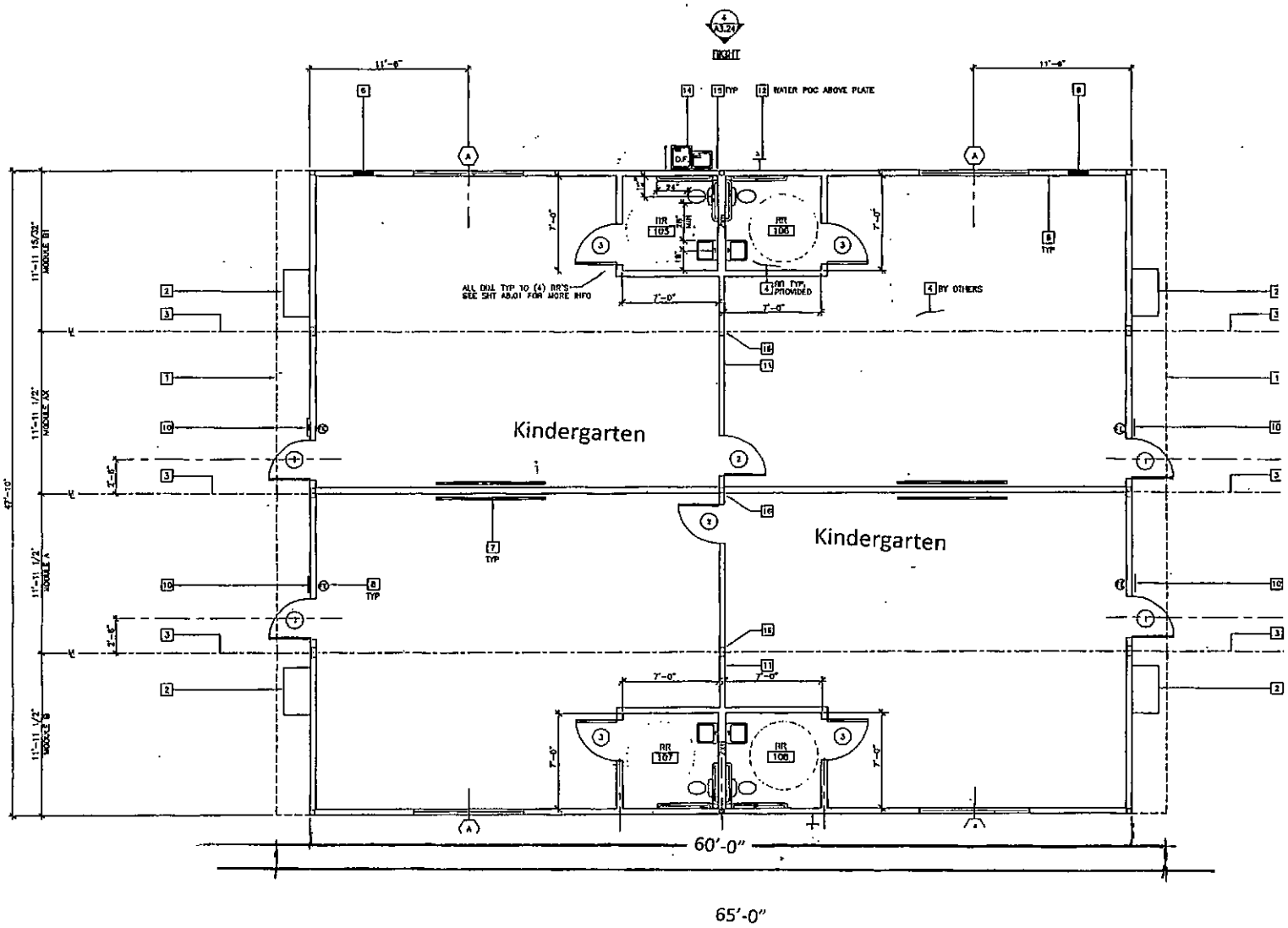
REAR
FRONT
LEFT
RIGHT
CLASSROOM
A4-2
LIBRARY
MODLINE, TYP.
WALL MOUNTED HVAC, SEE MECHANICAL, TYP.
FIRE ALARM BACK BOX TYP.
ELECTRICAL PANEL, SEE ELECT. TYP.
(1) 8040 MARKER BOARD
PROJECTOR SCREEN (BY OTHERS)
(2) 8040 MARKER BOARDS
PROJECTOR SCREEN (BY OTHERS)
FIRE EXTINGUISHER, 6 LBS DRY CHEMICAL w/2A-10BC U.L. RATING ON WALL-MOUNTED BRACKET @ 48" A.F.F. TO HANDLE - 4" MAX PROTRUSION, TYP.
OCCUPANCY LOAD CAPACITY SIGN (NIC - SEE NOTE #4), TYP.
TACTILE EXIT SIGN, SEE SHT A-8.1 (NIC), TYP.
ACCESSIBILITY SIGNAGE (NIC), SEE SHEET A-0.1, TYP.

D8


REAR
3
A-5.1
1
2
3
23'-10"*
11'-11"
11'-11"
5'-11 1/2"
WALL MOUNTED HVAC UNIT, SEE MECHANICAL
2'-6" ROH
A
2'-6"
1P
ACCESSIBLE SIGNAGE, SEE A-0.2, TYP.(NIC)
TACTILE EXIT SIGN, TYP. SEE SHEET A-0.2
ELECTRICAL PANEL, SEE ELECTRICAL
6
A-6
5'-0" x 7'-0" LANDING
3'-6" CLEAR
FE
1'-0"
17'-6"
11'-0" RAMP
(2) 8'-0" x 4'-0" MARKER BOARDS
EXTERIOR WALL, TYP
FINISH FLOORING
MODLINE
30'-0"
A
CLASSROOM
101
AREA: 1440 SQ. FT.
OCCUPANCY LOAD: 72 MAX
INTERIOR FINISH, SEE FINISH SCHEDULE
60'-0"
LEFT
RIGHT
B
2
A-5.1
4
A-5.1
B
A-4.1
A
FINISH FLOORING
11'-0" RAMP
FIRE EXTINGUISHER: 5LBS DRY CHEMICAL WITH 2A-10BC UL RATING ON WALL MOUNTED BRACKET. F.E. HANDLE AT +48" AFF - 4" MAX PROTRUSION, TYP
17'-0"
(2) 8'-0" x 4'-0" MARKER BOARDS
3'-6" CLEAR
1'-0"
5'-0" x 7'-0" LANDING
ELECTRICAL PANEL, SEE ELECTRICAL
1P
2'-6"
C
2'-6" ROH
6
A-6
O.H.
6
A-6
5'-11 1/2"
FRONT
1
A-5.1

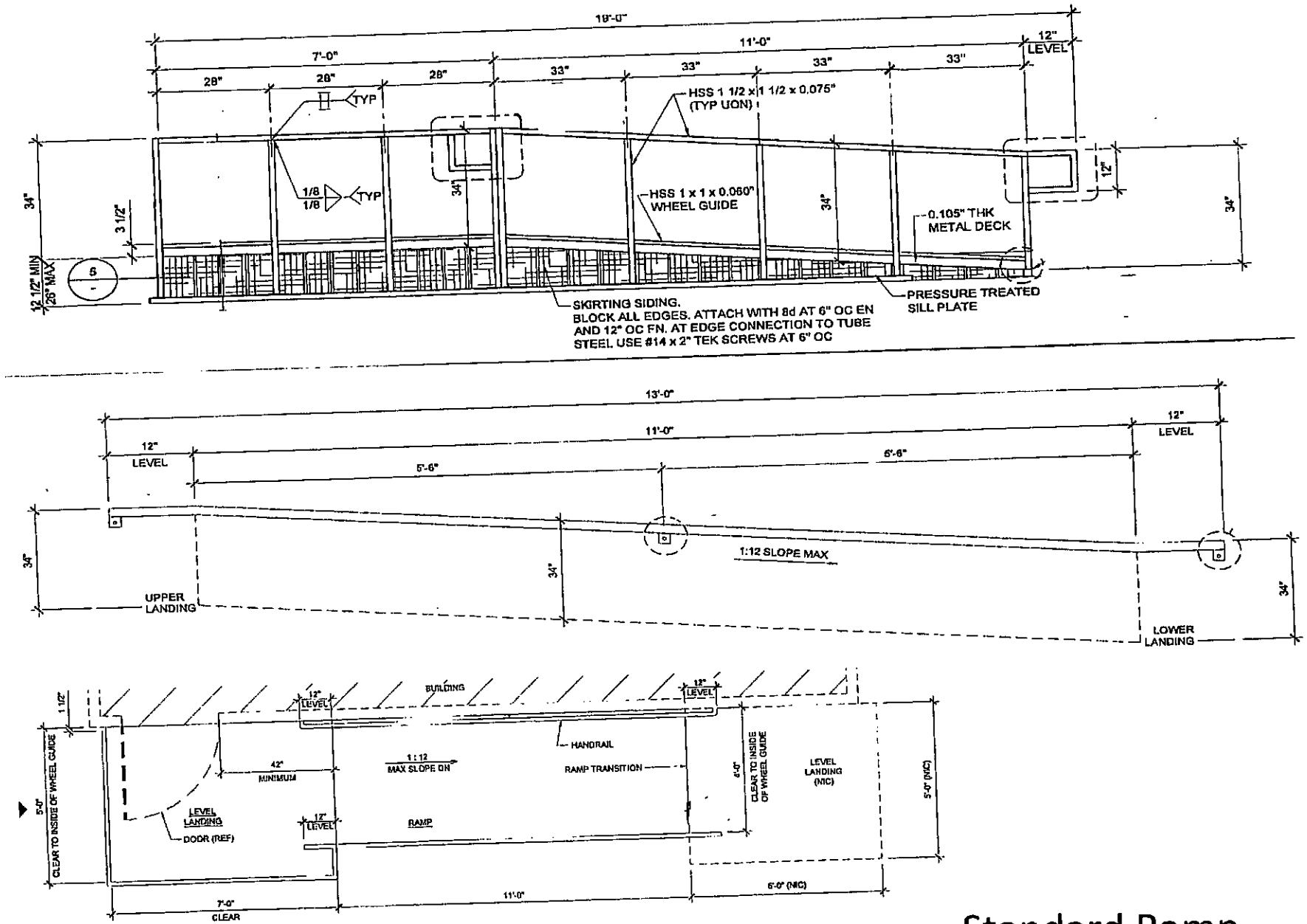

RIGHT
REAR
FRONT
LEFT
SIM.
Classroom
Classroom
FULL HEIGHT WALL WITH R-11
FIBERGLASS INSULATION
DOWN
1:12 MAX.
DOWN
1:12 MAX.
23'-11"
11'-11.5"
11'-11.5"
2'-6"
3'-6"
16'-9"
30'-0"
30'-0"
60'-0"
3'-6"
2'-6"
5'-0"

D6

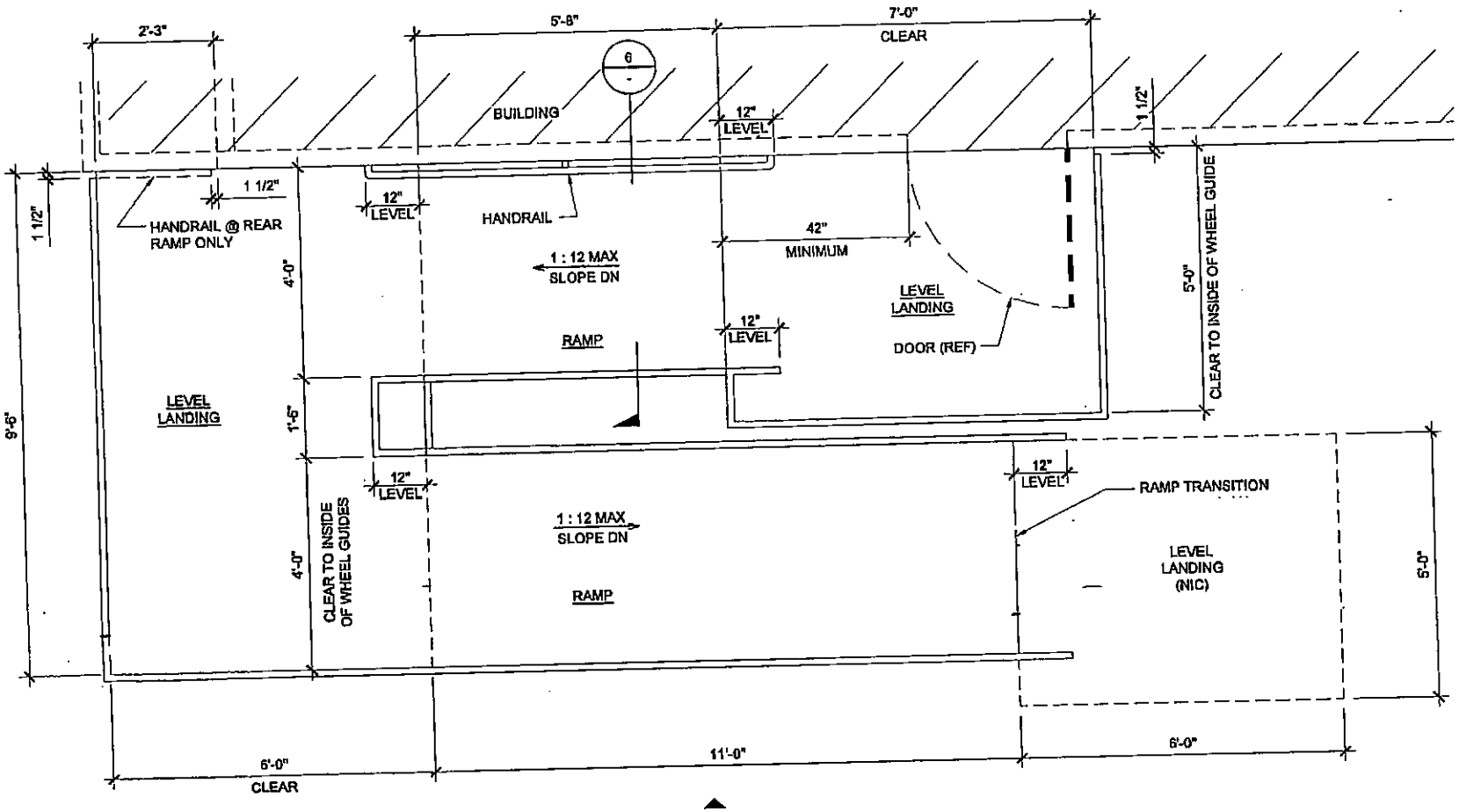


RIGHT
WATER POC ABOVE PLATE
ALL DOL TYP TO (4) RR'S SEE SHT A8.01 FOR MORE INFO
BY OTHERS
Kindergarten
Kindergarten
60'-0"
65'-0"

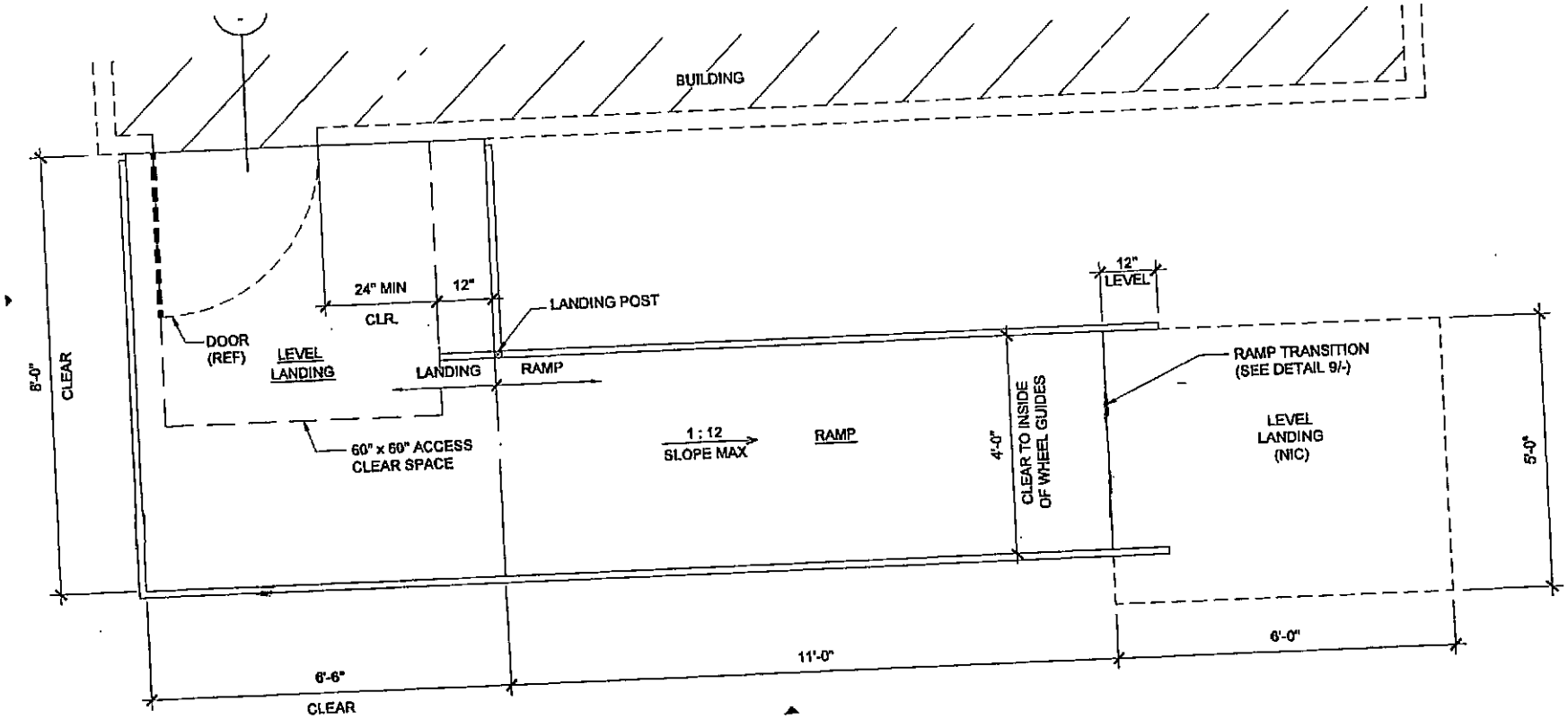
D10



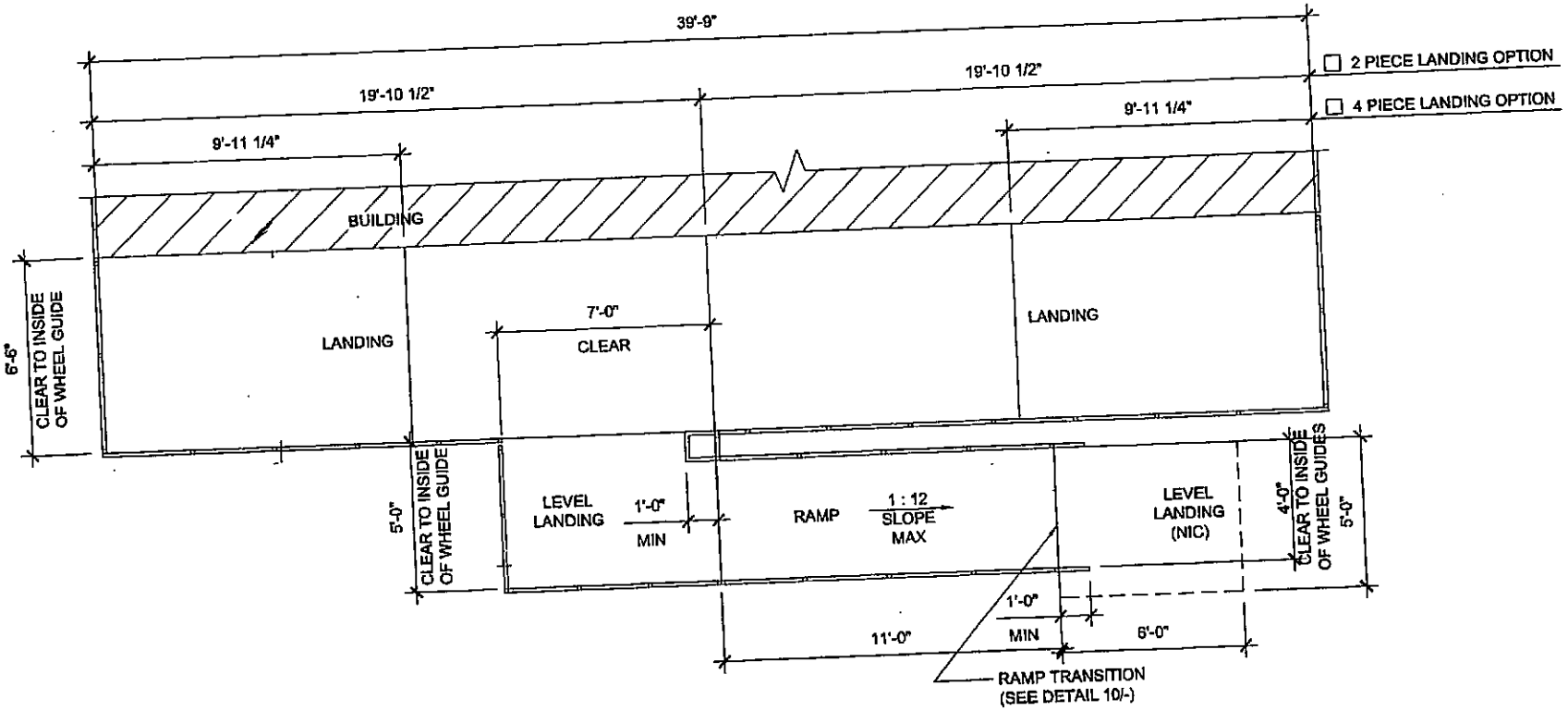
Standard Ramp



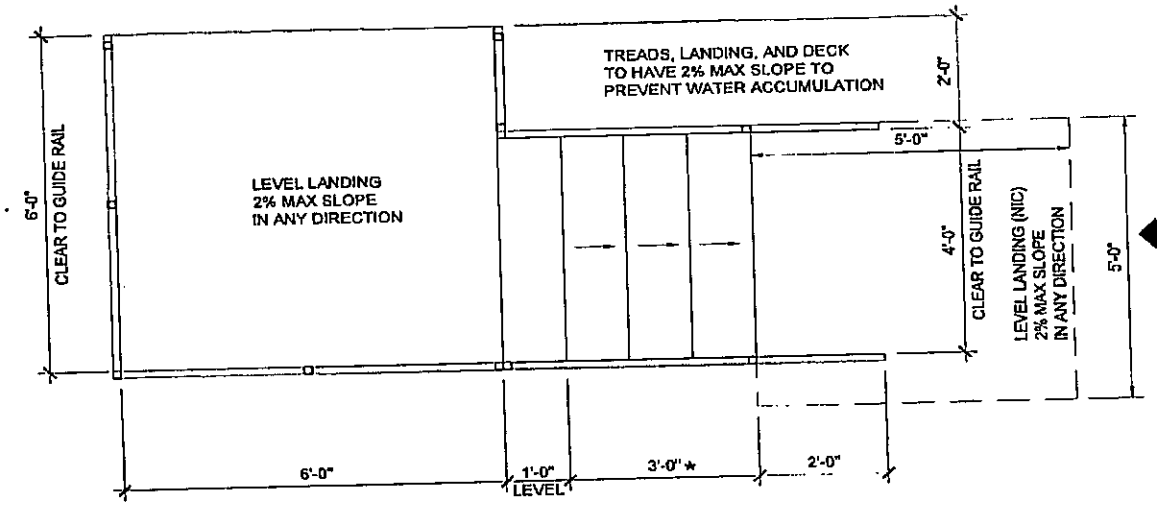
Switch Back Ramp


BUILDING
24" MIN
CLR.
12"
LANDING POST
DOOR
(REF)
LEVEL
LANDING
LANDING
RAMP
60" x 60" ACCESS
CLEAR SPACE
1 : 12
SLOPE MAX
RAMP
4'-0"
CLEAR TO INSIDE
OF WHEEL GUIDES
12"
LEVEL
RAMP TRANSITION
(SEE DETAIL 9/-)
LEVEL
LANDING
(NIC)
5'-0"
8'-0"
CLEAR
6'-6"
CLEAR
11'-0"
6'-0"

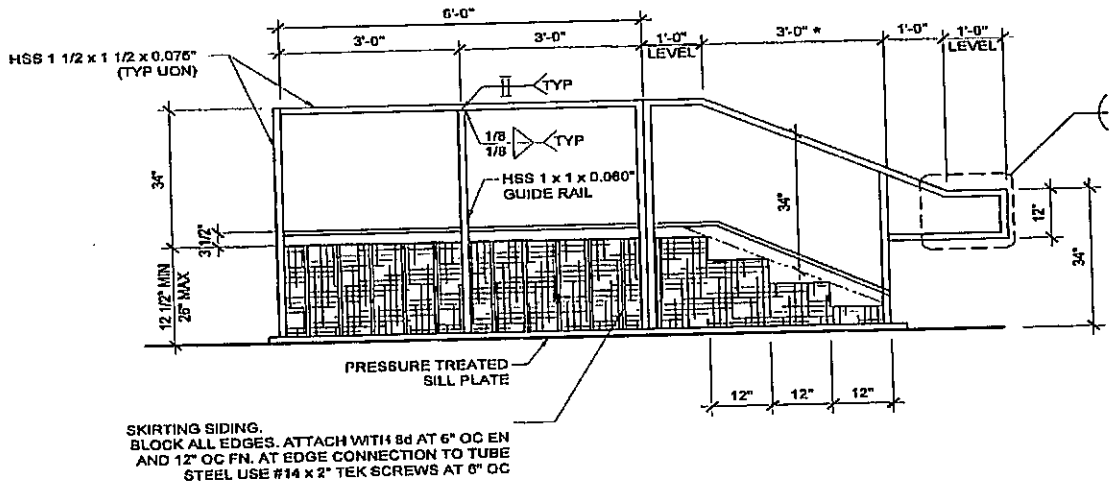
Offset Ramp

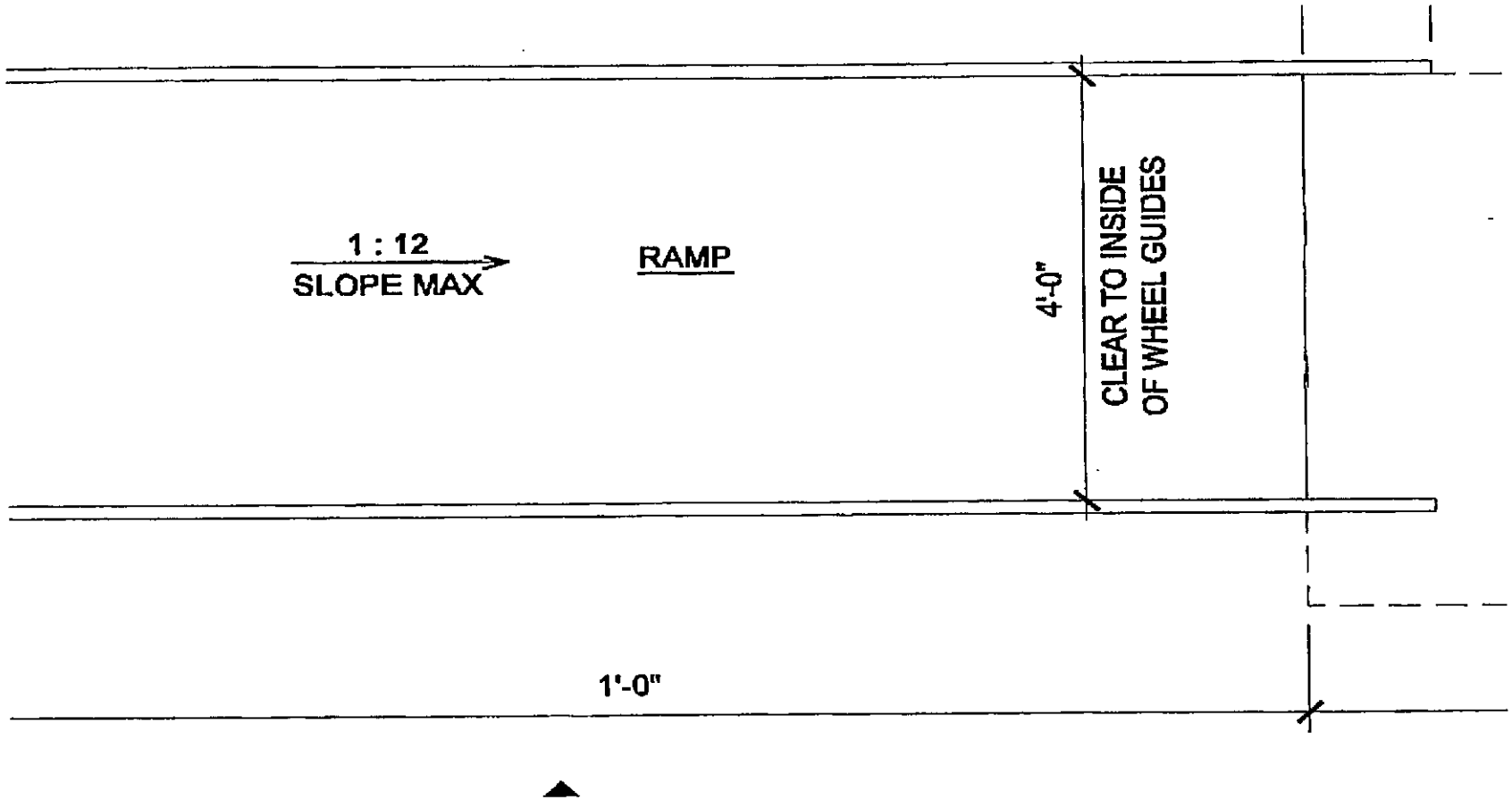


Common Deck with Ramp



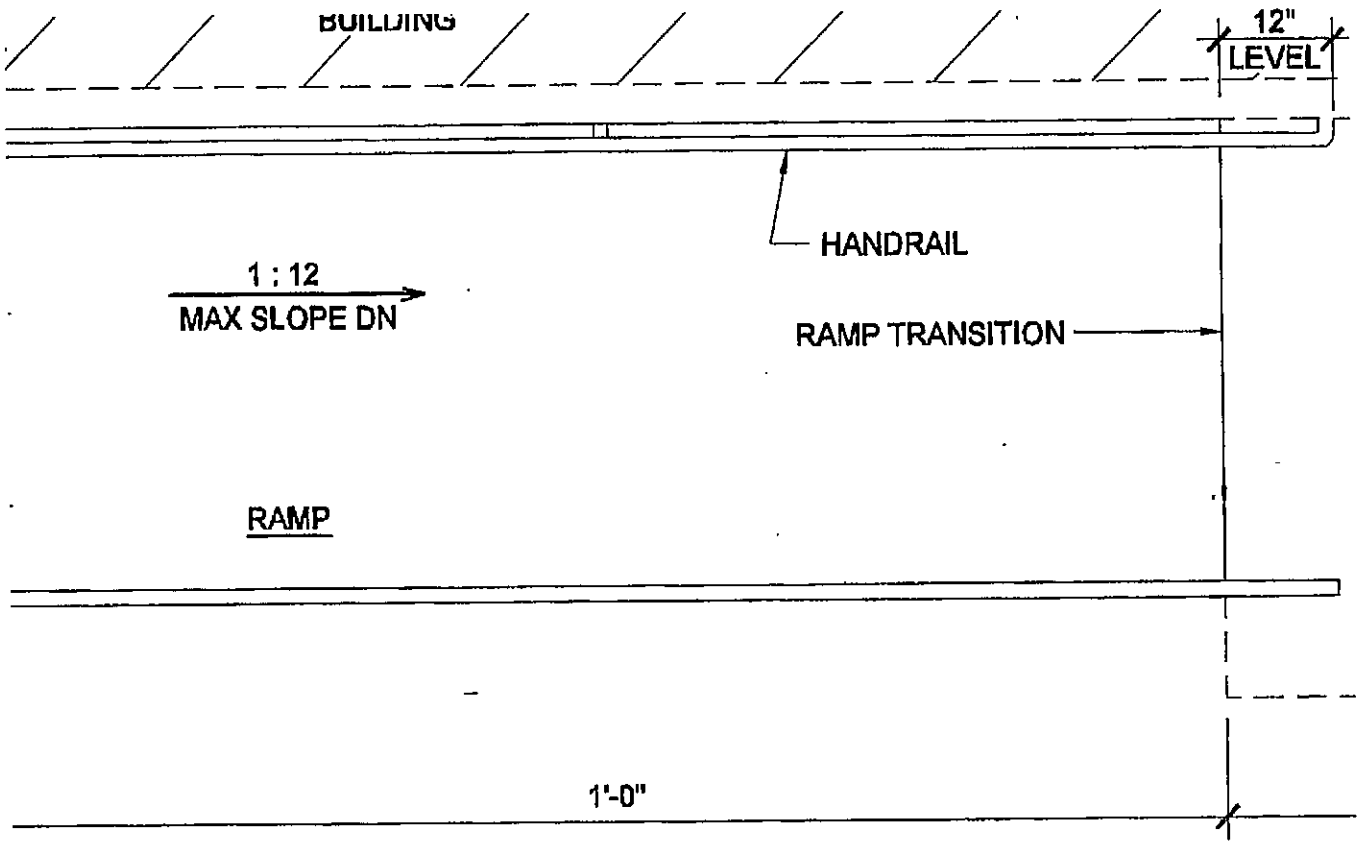
Landing and Steps





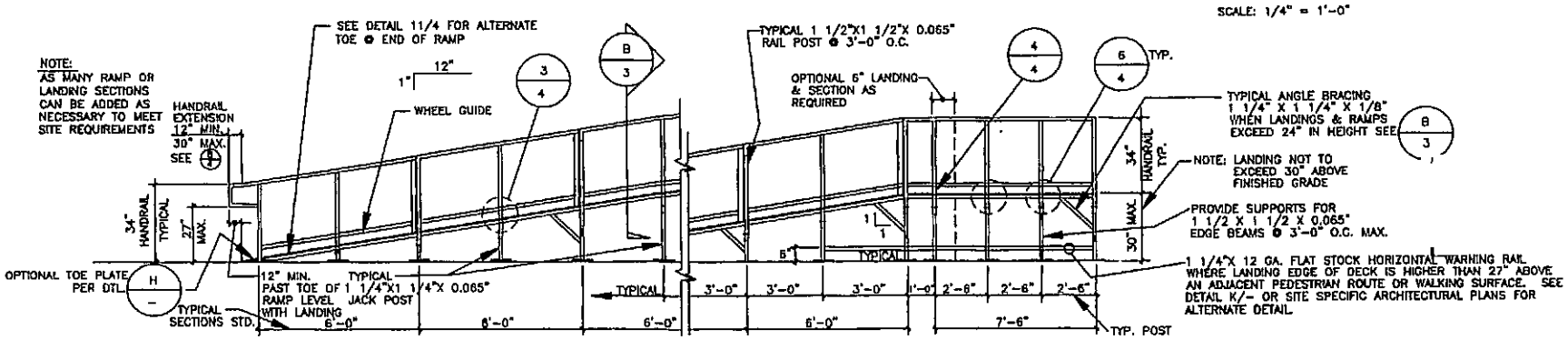
Ramp Extension Per ln.ft. – Offset from building

(Double Railing)



Ramp Extension Per ln.ft. attached to building

(Single Railing)



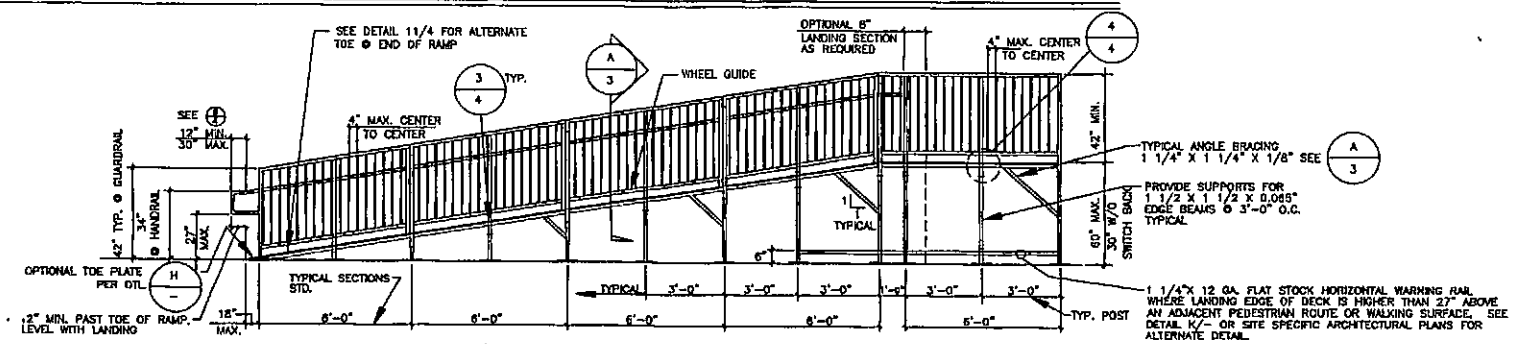
TYPICAL ELEVATION OF ACCESSIBLE RAMP & DECKING 30" OR LESS

Below 30" Design Proposal

1. TMP Steal Ramp – per sq.ft priced
2. TMP Galvanized Aluminum – per sq.ft. priced
3. TMP Aluminum - per sq.ft. priced

TYPICAL PLAN VIEW OF ACCESSIBLE RAMP & DECK LAYOUT OVER 30" DESIGN

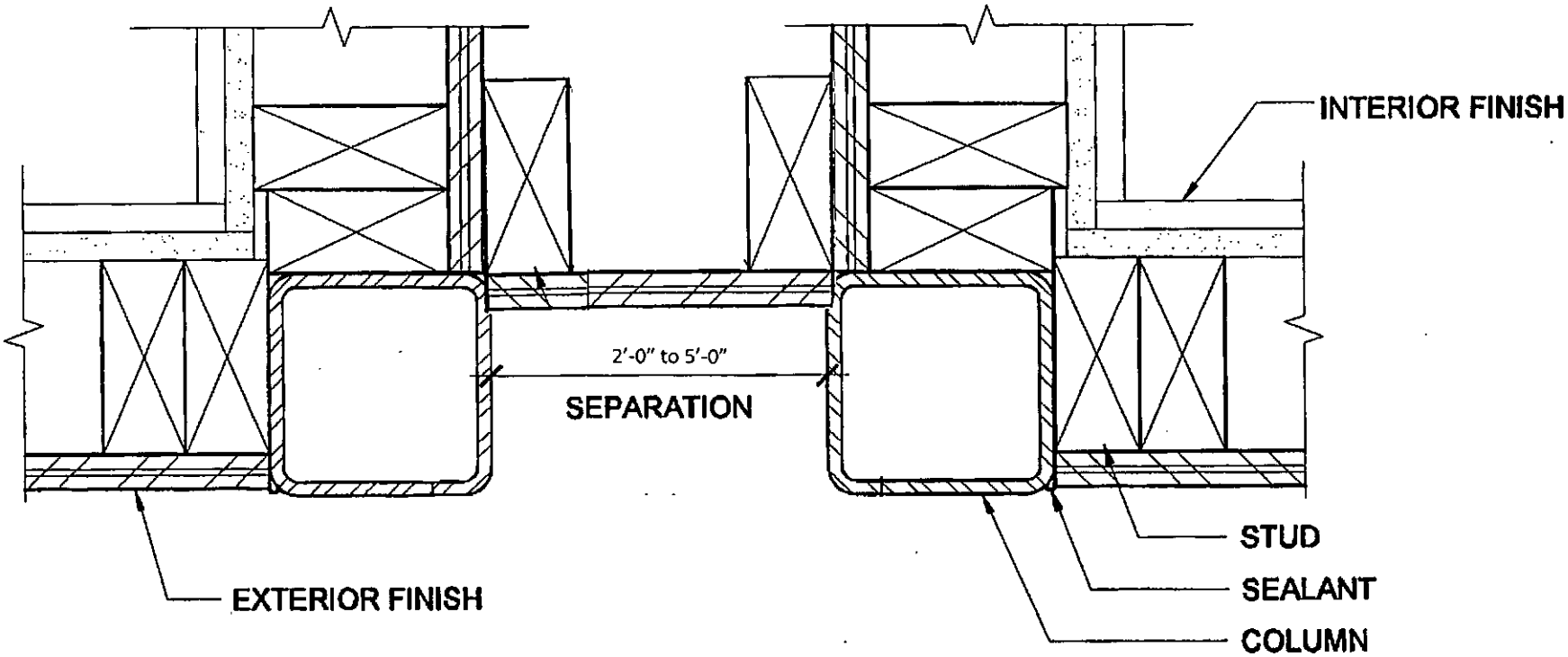
SCALE: 1/4" = 1'-0"



Over 30" Design Proposal

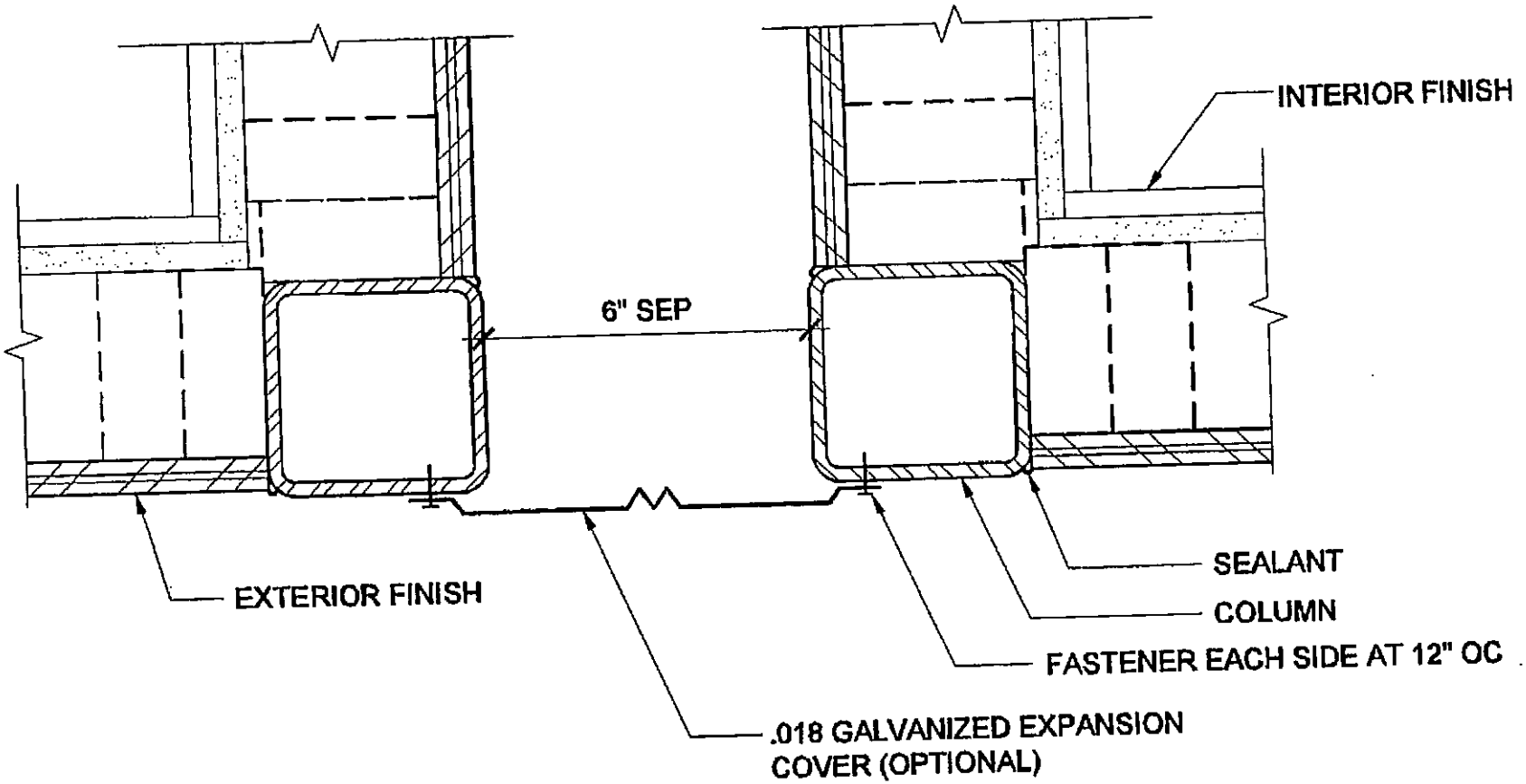
1. TMP Steal Ramp – per sq.ft priced
2. TMP Galvanized Aluminum – per sq.ft. priced
3. TMP Aluminum - per sq.ft. priced

CLOSURE BETWEEN BUILDINGS

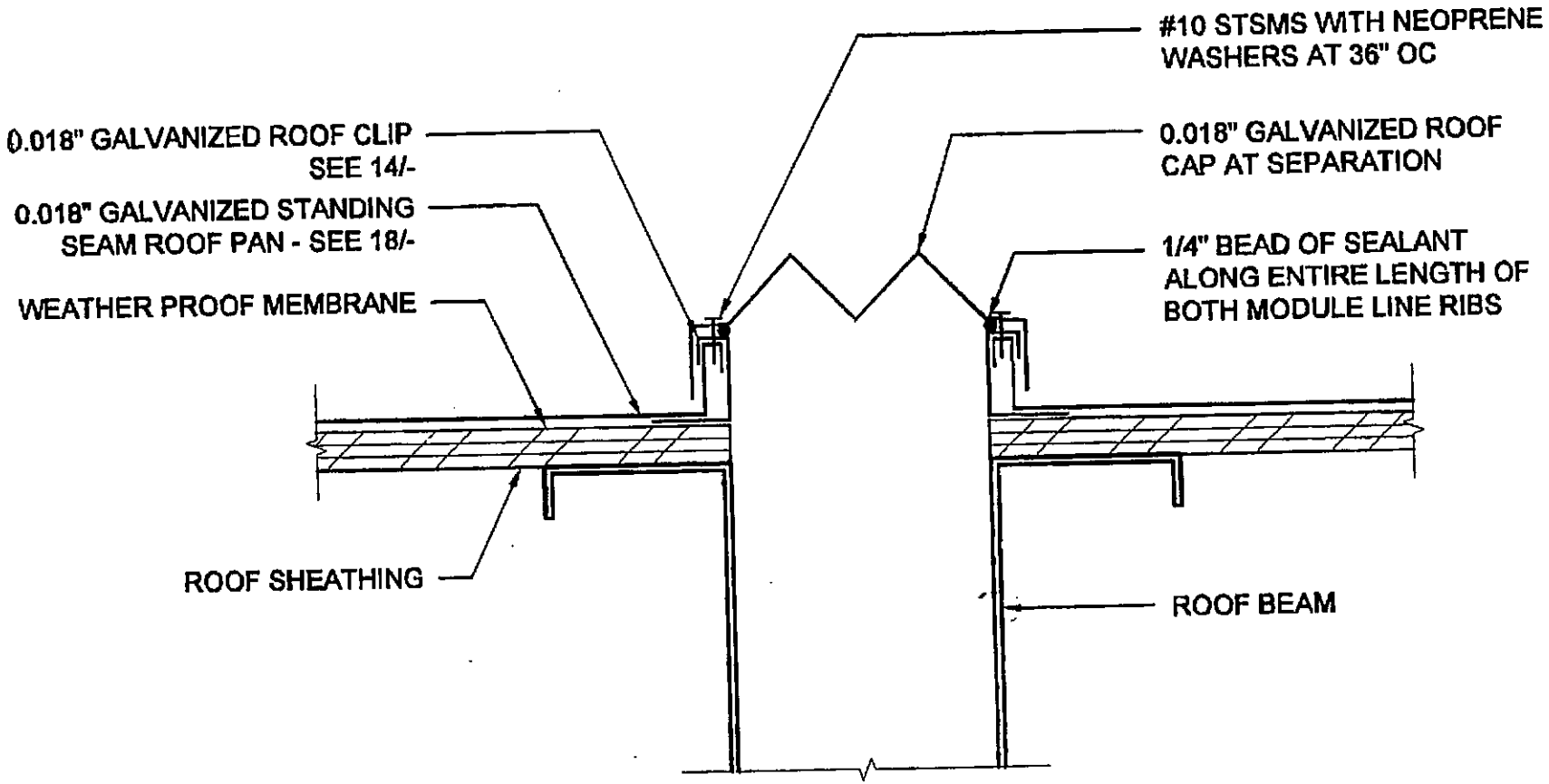


Pricing per 2'-0" section

Pricing per 5'-0" section



6" separation expansion cover at face of building



6" separation expansion cover at roof

INFORMATION REQUIRED OF BIDDER

The Bidder shall furnish all the following information. Bidder shall carefully read and answer all questions to ensure completeness and accuracy. Failure to comply with this requirement may cause rejection of the bid. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the bidder and any of its owners, officers, directors, shareholders, principals, responsible managing officer (RMO) or responsible managing employee (RME). District has discretion to request additional information.

(1) Bidder name and address (Post Office Box Number not sufficient):

Sean Khan Consulting Company, Inc. (dba) SKC Company

13617 12th Street - Unit B Chino, CA 91710

(2) Telephone: 909.740.3120 Fax No.: 909.726.9470

Electronic Mail: info@skccompany.com

(3) Individual ____ Partnership ____ Corporation X Joint Venture ____ (check one)

(4) Bidder's License No. 992118 Class: B - General Contractor

License Expiration Date 4/30/2018

Name of License holder Asim Khan (aka) Sean Khan

(5) Have you ever been licensed under a different name or different license number?

Yes X No ____ If "Yes," give name and license number.

979274 -

994495 - Union Modular Construction, Inc.

1007803 - Custom Modular Consulting, Inc.

(6) Names and titles of all your owners, officers, principals, responsible managing officers and responsible managing employees:

Name	Title
Sean Khan	CEO/President
Ira S. Peppers III	Vice President
Melina Corona	CFO/Secretary

(7) Number of years as a provider of relocatable modular buildings: 4 years

(8) Number of years as an installer/remover/servicer of relocatable modular buildings: 4 years

(9) Are you currently engaged in or have you provided relocatable modular buildings and related services under contract with a school district or county superintendent of schools?

Yes X No _____

If yes: a. Name of agency: Pasadena USD

b. Address: 740 W. Woodbury RD Pasadena, CA 91103

c. Telephone Number: 626.395.5850 ext. 89178

d. Contact Person: Nelson Cayabyab

e. Name of your current terminal or location manager: _____

f. Length of manager's service at location: _____

g. Types of service you provide at location: Portable Lease & General Construction

h. Number of buses/vehicles utilized per location: _____

i. Beginning and ending dates of current contracts: June 2016

(10) List all applicable permits (City, County, and State) under which you currently operate your company:

_____

_____

_____

_____

(11) Do you require all employees to undergo random drug testing?

Yes X No _____ If yes, please explain your company policies and procedures

New Hire, Project Specific, Client Request, Injury.

_____

(12) Does your company fingerprint all employees, drivers, attendants and mechanics who might come in contact with students?

Yes X No _____

(13) Do you conduct criminal background checks on all employees, drivers, attendants and mechanics who might come in contact with students?

Yes _X_ No _____

(14) Provide the total of job or work related injuries you suffered within the State of California, in the past three (3) years. Please break down the numbers within categories of preventable or non-preventable. Give a brief description of what programs or training were instituted to ensure a non-reoccurrence of the injuries.

_____

_____

_____

(15) Do you have a formal, scheduled preventive maintenance program for relocatable modular buildings?

Yes _X_ No _____ If yes, provide details of the program and a sample of checklists.

_____

_____

_____

(16) If requested, will you authorize your insurance carriers to furnish, in writing, your accident loss ratio and worker's compensation loss ratio for the past three (3) years within California?

Yes _X_ No ____If no, please explain: _____

_____

(17) Have you ever been terminated from a school district or any public contract prior to the completion of the contract? Yes ____ No _X_ If the answer is "Yes," give dates, names and addresses of school district/public agency and details.

_____

_____

_____

(18) Have you ever been barred from bidding on any school district or public services contract? Yes ____ No _X_ If the answer is "Yes," give dates, names and addresses of school district/public agency and details.

_____

_____

(19) Have you ever defaulted on any school district or public services contract? Yes ____ No _X_ If the answer is "Yes," give dates, names and addresses of school district/public agency and details.

_____

_____

_____

(20) Have you ever brought any claim(s) against a school district or public agency?
Yes ____ No _X_ If the answer is "Yes," please explain in detail name of school district/public agency, nature of the claim and outcome.

_____

_____

_____

(21) Have you been in litigation or arbitration or dispute of any kind on a question or questions relating to a school district or services contract during the past ten (10) years?
Yes ____ No _X_ If the answer is "Yes," provide name of the school district/public agency and details.

_____

_____

_____

(22) Do you now or have you ever had any direct or indirect business, financial or other connection with any officer, employee or consultant of the District?
Yes ____ No _X_ If so, please elaborate.

_____

_____

_____

(23) List at least five (5) of your most recent school district contracts.

(1) Pasadena USD - Modular Lease, General Construction

(2) Desert Sands USD - Modular Lease

(3) Jurupa USD - General Construction

(4) Garden Grove USD - Modular Relocation

(5) Moreno Valley USD - Modular Relocation

(24) Are you currently providing relocatable modular buildings under another contract?

Yes ____ No _X_ If the answer is "Yes," please provide the following information:

(a) Name of Contract: _____

Detailed Description: _____

_____

Name of Contract Owner: _____

Contract Amount: _____

Completion Date: _____

(b) Name of Contract: _____

Detailed Description: _____

_____

Name of Contract Owner: _____

Contract Amount: _____

Completion Date: _____

(c) Name of Contract: _____

Detailed Description: _____

_____

Name of Contract Owner: _____

Contract Amount: _____

Completion Date: _____

(d) Name of Contract: _____

Detailed Description: _____

_____

Name of Contract Owner: _____

Contract Amount: _____

Completion Date: _____

(e) Name of Contract: _____

Detailed Description: _____

_____

Name of Contract Owner: _____

Contract Amount: _____

Completion Date: _____

(25) Are there relocatable modular contracts not listed above that will be undertaken during the duration of District's contract? Yes _____ No _X_ If the answer is "Yes," please provide the following information:

(a) Name of Contract: _____

Detailed Description: _____

_____

Name of Contract Owner: _____

Contract Amount: _____

Completion Date: _____

(b) Name of Contract: _____

Detailed Description: _____

_____

Name of Contract Owner: _____

Contract Amount: _____

Completion Date: _____

(c) Name of Contract: _____

Detailed Description: _____

_____

Name of Contract Owner: _____

Contract Amount: _____

Completion Date: _____

(26) List of References – Public/school district contracts references within the last five (5) years. District has discretion to require more than five (5) references.

1. Name: _____

   Address and Telephone: _____

   _____

   Contact Person: _____

   Description of Contract: _____

   Dates of commencement and completion of Contract: _____

   _____

   Contract Amount: _____

2. Name: _____

   Address and Telephone: _____

   _____

   Contact Person: _____

   Description of Contract: _____

   Dates of commencement and completion of Contract:

   _____

   Contract Amount: _____

3. Name: _____

   Address and Telephone: _____

   _____

   Contact Person: _____

   Description of Contract: _____

   Dates of commencement and completion of Contract:

   _____

   Contract Amount: _____

4. Name: _____

   Address and Telephone: _____

   _____

   Contact Person: _____

Description of Contract: _____

Dates of commencement and completion of Contract:

_____

Contract Amount: _____

5. Name: _____

Address and Telephone: _____

_____

Contact Person: _____

Description of Contract: _____

Dates of commencement and completion of Contract: _____

_____

Contract Amount: _____

(47) Additional information: _____

_____

_____

_____

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing responses to the Information Required of Bidder are true and correct.

_____
Signature

Sean Khan
Print Name

CEO/President
Title

06/24/2016
Date

NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the CEO/President of Sean Khan Consulting Company, Inc. the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on June 24, 2016 [date], at Chino [city], California [state].

_____
Signature

Sean Khan
Print Name

CEO/President
Title

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700.

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Sean Khan Consulting Company, Inc.
Name of Contractor

By: _____
Signature

Sean Khan
Print Name

CEO/President
Title

06/24/2016
Date

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

AGREEMENT

THIS AGREEMENT, dated the 24 day of June, 2016, in the County of Orange, State of California, is by and between the Garden Grove Unified School District (hereinafter referred to as "District"), and Sean Khan Consulting Company, Inc., (hereinafter referred to as "Contractor").

The District and the Contractor, for the consideration stated herein, agree as follows:

1. Contractor agrees to provide and complete the **District-wide Rental and/or Purchase of Relocatable Modular Buildings Bid No. 1512** according to all the terms and conditions set forth in the Bid Documents, including but not limited to the Notice Calling For Bids, Bid Objective, Information for Bidders, Bid Form including Price Sheet and Attachments A through E (the Bid Form Matrix), Information Required of Bidder, Non-collusion Declaration, Workers' Compensation Certificate, Drug-Free Workplace Certification, Criminal Records Check Certification, Tobacco Use Policy Certification, Insurance Certificates and Endorsements, General Conditions, Special Conditions, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Bid Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. Contractor shall provide and complete performance within the time set forth in Paragraph 4 of this Agreement – and from time-to-time at the District's sole discretion during the term of this Agreement - everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes and utility services required for performance of the services. All of said services shall be performed and completed in a good workmanlike manner in strict accordance with all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the services. The Contractor shall be liable to the District for any damages arising as a result of a failure to fully comply with this obligation.

3. District shall pay to the Contractor, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Bid Documents, the prices set forth on the Bid Form Price Sheet and Bid Form Matrix.

Prices. - Pricing shall be inclusive of any and all cost charged to the District including incidental service charges for delivery, setup, dismantling and return, taxes and fuel surcharges as indicated in the Bid Matrix Form. The prices may be adjusted annually after the first year beginning in January, 2017. In the event the successful bidder proposed to increase or decrease the rates for the installation, delivery, return and knockdown services, the successful bidder shall provide the District with a written proposal on or before January 1 of each year. The price adjustment shall be calculated as follows: The original contract price, multiplied by the Office of Public School Construction Class B index, ending the month prior to the annual adjustment (i.e. December of the year immediately preceding the adjustment).

Freight/shipping charges that may be required by other agencies piggybacking off this contract are outside the scope of the base bid. Furthermore, additional charges due to site

conditions or labor rates at other agencies piggybacking off his bid are also outside the scope of the base bid.

4. The services shall be commenced on or before the fifth (5) day after receiving the District's Notice to Proceed. The term of this Agreement shall be a three (3) year period, July 1, 2016 through June 30, 2019.

5. **Time is of the essence.**

6. Termination for Cause or Non-appropriation. In the event Contractor defaults in the performance of the Agreement as set forth in General Conditions or if there is a non-appropriation of funds or insufficient funds as set forth in General Conditions, then this Agreement shall terminate or be suspended as set forth in General Conditions.

7. Termination for Convenience. District has discretion to terminate this Agreement at any time and require Contractor to cease all services by providing Contractor written notice of termination specifying the desired date of termination. Upon receipt of written notice from District of such termination for District's convenience, Contractor shall:

(i) Cease operations as directed by District in the notice;

(ii) Take any actions necessary, or that District may direct, for the protection and preservation of the work; and

(iii) Not terminate any insurance provisions required by the Bid Documents.

In case of such termination for District's convenience, Contractor shall be entitled to receive payment from District for services satisfactorily performed. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

8. The Contractor agrees to and does hereby indemnify and hold harmless the District, its Governing Board, officers, agents, and employees 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) Any injury to or death of any person(s) or damage to, loss or theft of any property 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 work called for in this Agreement, except for liability resulting from the sole active negligence, or willful misconduct of the District.

(b) Any injury to or death of any person(s) or damage, loss or theft 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 work covered by this Agreement, whether said injury or damage occurs either on or off District's property, if the liability arose due to the negligence or willful misconduct of anyone employed by the Contractor, either directly or by independent contract,

The Contractor, at Contractor's own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its Governing Board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the District, its Governing Board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

9. Hold Harmless and Indemnification. To the fullest extent permitted by law, the Contractor, at the Contractor's sole cost and expense, agrees to fully defend, indemnify and hold harmless, the District, including but not limited to any of its Governing Board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the Contractor or any of its officers, agents, employees, any person performing any of the services pursuant to a direct or indirect contract with the Contractor or individual entities comprising the Contractor, in connection with or relating to, or claimed to be in connection with or relating to the services or this Agreement, including but not limited to any costs or liabilities arising out of or in connection with:

(a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;

(b) any misrepresentation, misstatement or omission with respect to any statement made in the Bid Documents or any document furnished by the Contractor in connection therewith;

(c) any breach of duty, obligation or requirement under the Bid Documents;

(d) any failure to provide notice to any party as required under the Bid Documents; or

(e) any failure to act in such a manner as to protect the District from loss, cost, expense or liability.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the District may have under the law or under the Bid Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the District may in its sole discretion reserve, retain or apply any monies due to the Contractor under the Bid Documents for the purpose of resolving such claims; provided, however, that the District may release such funds if the Contractor provides the District with reasonable assurance of protection of the District's interests. The District shall in their sole discretion determine whether such assurances are reasonable.

10. Contractor shall take out, prior to commencing the services, and maintain, during the life of this Agreement, the insurance coverages set forth in the Information for Bidders.

11. If Contractor is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that

Sean Khan, whose title is CEO/President, is authorized to act for and bind the corporation.

12. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

13. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District. This Agreement shall be governed by the laws of the State of California.

14. Piggyback/Other Public Agencies. Pursuant to Public Contract Code Sections 20118 and 20652 and other applicable provisions, other public agencies, including school districts and community colleges in the State of California, may acquire items identified in this Agreement under the same terms and conditions of this Agreement and the Project Documents. The District waives its rights for a warrant to be drawn in its favor or for any reasonable costs, and directs each public agency to work directly with the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

DISTRICT: GARDEN GROVE UNIFIED SCHOOL DISTRICT	CONTRACTOR
By: _____	By: _____
Signature	Signature
_____	Sean Khan
Print Name	Print Name
_____	CEO/President
Title	Title
	992118
	Contractor's License No.
	46-2703088
	Tax ID/Social Security No.
	(CORPORATE SEAL OF CONTRACTOR, if corporation)

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

b) establishing a drug-free awareness program to inform employees about all of the following:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) the availability of drug counseling, rehabilitation and employee-assistance programs;

4) the penalties that may be imposed upon employees for drug abuse violations;

c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355,

that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Sean Khan Consulting Company, Inc. (dba) SKC Company
NAME OF CONTRACTOR

_____
Signature

Sean Khan
Print Name

CEO/President
Title

06/24/2016
Date

NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK (EDUCATION CODE SECTION 45125.1)

Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code Section 667.5(c) lists the following "violent" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following "serious" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a noninmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

CERTIFICATION BY CONTRACTOR
CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102

To the Governing Board of Garden Grove Unified School District:

I, F.A.T. Incorporated certify that:
Name of Transportation Contractor

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.

2. Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District.

3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Riverside, California on June 24, 2016.
Date

Signature

Francisco Alvarado
Typed or printed name

CEO/President
Title

6620 Kerry Ln Riverside, CA 92509
Address

951.681.5777
Telephone

TOBACCO USE POLICY CERTIFICATION

In the interest of public health, the Garden Grove Unified School District provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the District. Failure to abide with this requirement could result in the termination of the contract.

I acknowledge that I am aware of Tobacco Use Policy and hereby certify that I and my employees will adhere to the requirements of the policy.

Sean Khan Consulting Company, Inc.
Name of Contractor

Signature

06/24/2016
Date

SPECIAL CONDITIONS

Successful vendors shall have an assigned Account Representative available to the District during District working hours of 7:00 AM through 5:00 PM, Mondays through Fridays. The District prefers a single point of contact for ordering and/or other issues.

Responding vendors shall offer repair work to be corrected within three (3) hours. All service response time shall be within twenty-four (24) hours.

Modular/portable buildings purchased must be painted to match existing school colors. Contractor may choose to paint buildings at either off-site locations or on-site. If on-site painting and preparation is done, prevailing wage costs must be paid.

Repair and warranty support shall be available to the District twenty-four (24) hours per day.

All on-site labor is subject to prevailing wage. District has ascertained the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker is needed to execute this contract. These rates are on file at the District's office, and a copy may be obtained upon request. A copy of these rates shall be posted at the job site. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work shall be at least time and one-half.

No cleaning fee upon return of modular classrooms to awarded vendor.

All permits shall be included in bid prices.

Contractors must:

1. Agree to be paid for services based upon the costs set forth on the Bid Form Price Sheet. GGUSD will not be charged for any delays due to contractor's equipment failure or driver performance. There shall be <u>no</u> waiting time charge, <u>no</u> cancellation of trip charge.

2. For rental contacts, invoices must include documents specific to provided services that contain Purchase Order Number, Modular I.D., Location, Date(s) of Service, Trip Mileage, and Mileage Costs.

3. Partner with GGUSD to establish:
   a) Operating procedures for maintaining ongoing communication with GGUSD.
   b) Identify evaluation procedures and criteria for meeting District needs.

4. Understand and agree that any contract awarded by GGUSD will be non-exclusive, contingent on adequate funding and that any awarded contract may be terminated at any time by GGUSD.

DOCUMENT 00 70 00

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DOCUMENT 00700

GENERAL CONDITIONS

1. CONTRACT TERMS AND DEFINITIONS

1.1. Definitions

Wherever used in the Contract Documents, the following terms shall have the meanings indicated, which shall be applicable to both the singular and plural thereof:

1.1.1. Adverse Weather: Weather that satisfies all of the following conditions: (1) unusually severe precipitation, sleet, snow, hail, heat, or cold conditions in excess of the norm for the location and time of year it occurred, (2) unanticipated, and (3) occurring at the Project Site.

1.1.2. Allowance(s): Amount(s) stated in the Agreement for specific scopes of work for which Contractor may bill its time, materials, and other items in the identical structure as a Change Order.

1.1.3. Approval, Approved, and/or Accepted: Refer to written authorization, unless stated otherwise.

1.1.4. Architect: The individual, partnership, corporation, joint venture, or any combination thereof, named as Architect that has the rights and authority assigned to the Architect in the Contract Documents. The term Architect means the District's Architect on this Project or the Architect's authorized representative.

1.1.5. As-Built Drawings: A reproducible full-size sets of drawings to be prepared on a monthly basis, and upon Project Completion, pursuant to the Contract Documents, that reflect changes made during the performance of the Work, recording differences between the original design of the Work and the Work as constructed since the preceding monthly submittal.

1.1.6. Bidder: A contractor who intends to provide a bid to the District to perform the Work of the Contract.

1.1.7. Change Order: A written order to the Contractor authorizing an addition to, deletion from, or revision in the Work, and/or authorizing an adjustment in the Contract Price or Contract Time. If a Change Order is required to be approved by DSA, the District may call it a Construction Change Document.

1.1.8. Completion: When the entire Work shall have been completed to the satisfaction of District, including all punch list items. Final DSA approval of the Project is not required for Completion.

1.1.9. Construction Change Directive: A written order prepared and issued by the District, the Construction Manager, and/or the Architect and signed by the District and the Architect, directing a change in the Work. **A Construction Change Directive is NOT a Construction Change Document (which is defined above as a Change Order that DSA must approve).**

1.1.10. Construction Manager: The individual, partnership, corporation, joint venture, or any combination thereof, or its authorized representative, named as such by the District. If no Construction Manager is used on the Project, then all references in the Contract Documents to Construction Manager shall be read to refer to District.

1.1.11. Construction Schedule: The progress schedule of construction of the Project as provided by Contractor and approved by District.

1.1.12. Contract, Contract Documents: The Contract consists exclusively of the documents evidencing the agreement of the District and Contractor, identified as the Contract Documents. The Contract Documents consist of the following documents:

1.1.12.1. Invitation to Bid

1.1.12.2. Instructions to Bidders

1.1.12.3. Bid Form

1.1.12.4. Bid Bond (Security)

1.1.12.5. Designated Subcontractors List

1.1.12.6. Site-Visit Certification

1.1.12.7. Noncollusion Declaration

1.1.12.8. Iran Contracting Act Certification

1.1.12.9. Worker's Compensation Certification

1.1.12.10. Prevailing Wage and Related Labor Requirements Certification

1.1.12.11. Disabled Veteran's Business Enterprise Participation Certification

1.1.12.12. Drug-Free Workplace Certification

1.1.12.13. Tobacco-Free Environment Certification

1.1.12.14. Hazardous Materials Certification

1.1.12.15. Lead-Based Materials Certification

1.1.12.16. Imported Materials Certification

1.1.12.17. Criminal Background Investigation/Fingerprinting Certification

1.1.12.18. Roofing Contract Financial Interest Certification

1.1.12.19. Notice of Award

1.1.12.20. Agreement

1.1.12.21. Escrow of Bid Documentation (if applicable)

1.1.12.22. Escrow Agreement for Security Deposits in Lieu of Retention

1.1.12.23. Storm Water Pollution Prevention Plan (if applicable)

1.1.12.24. Hazardous Materials Procedures and Requirements

1.1.12.25. Notice to Proceed

1.1.12.26. Performance Bond

1.1.12.27. Payment Bond (Contractor's Labor and Material Bond)

1.1.12.28. District Contract Forms (if applicable)

1.1.12.29. District Closeout Forms (if applicable)

1.1.12.30. Final Settlement Agreement and Release of Claims

1.1.12.31. Warranty and Guarantee Form

1.1.12.32. General Conditions

1.1.12.33. Special Conditions

1.1.12.34. Project Plans, Specifications, Technical Specifications, and Drawings

1.1.12.35. Addenda to any of the above documents

1.1.12.36. Schedules if approved in writing by the District

1.1.12.37. Change Orders or written modifications to the above documents if approved in writing by the District

1.1.13. Contract Price: The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

1.1.14. Contract Time: The time period stated in the Agreement for the Completion of the Work.

1.1.15. Contractor: The person or persons identified in the Agreement as contracting to perform the Work, or the legal representative of such person(s).

1.1.16. Daily Job Report(s): Daily Project reports prepared by the Contractor's employee(s) who are present on Site, which shall include the information required herein.

1.1.17. Day(s): Unless otherwise designated, day(s) means calendar day(s).

1.1.18. District: The public agency or the school district for which the Work is performed.

1.1.19. Drawings: (or "Plans") The graphic and pictorial portions of the Contract Documents showing the design, location, scope and dimensions of the Work, generally including plans, elevations, sections, details, schedules, sequence of operation, and diagrams.

1.1.20. DSA: Division of the State Architect.

1.1.21. Force Account Directive: A process that may be used when the District and the Contractor cannot agree on a price for a specific scope of work or before Contractor prepares a price for the scope of work, Contractor performs on a time and materials basis.

1.1.22. Premises: The real property owned by the District on which the Project Site is located.

1.1.23. Product(s): New material, machinery, components, equipment, fixtures and systems forming the Work, including existing materials or components required and approved by the District for reuse.

1.1.24. Product Data: Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by Contractor to illustrate a material, product, or system for a scope of the Work.

1.1.25. Project: The planned undertaking as provided for in the Contract Documents.

1.1.26. Project Inspector: (or "Inspector") Individual(s) retained by the District in accordance with title 24 of the California Code of Regulations to monitor and inspect the Project.

1.1.27. Program Manager: The individual, partnership, corporation, joint venture, or any combination thereof, or its authorized representative, named as such by the District. If no Program Manager is designated for the Project then all references to Project Manager shall refer to District.

1.1.28. Provide: Shall include "provide complete in place," that is, "furnish and install," and "provide complete and functioning as intended in place" unless specifically stated otherwise.

1.1.29. Request for Information: (or "RFI") A written request prepared by the Contractor requesting that the Architect provide additional information necessary to clarify or amplify an item in the Contract Documents that the Contractor believes is not clearly shown or called for in the Drawings or Specifications or other portions of the Contract Documents, or to address issues that have arisen under field conditions.

1.1.30. Request for Substitution: A request by Contractor to substitute an equal or superior material, product, thing, or service for a specific material, product, thing, or service that has been designated in the Contract Documents by a specific brand or trade name.

1.1.31. Safety Orders: Written and/or verbal orders for construction issued by the California Division of Industrial Safety ("CalOSHA") or by the United States Occupational Safety and Health Administration ("OSHA").

1.1.32. Safety Plan: Contractor's safety plan specifically adapted for the Project. Contractor's Safety Plan shall comply with all provisions regarding Project safety, including all applicable provisions in these General Conditions.

1.1.33. Samples: Physical examples that illustrate materials, products, equipment, finishes, colors, or workmanship and that, when approved in accordance with the Contract Documents, establish standards by which portions of the Work will be judged.

1.1.34. Shop Drawings: All drawings, prints, diagrams, illustrations, brochures, schedules, and other data that are prepared by the Contractor, a subcontractor, manufacturer, supplier, or distributor, that illustrate how specific portions of the Work shall be fabricated or installed.

1.1.35. Site: The Project site as shown on the Drawings.

1.1.36. Specifications: That portion of the Contract Documents, Division 1 through Division 17, and all technical sections, and addenda to all of these, if any, consisting of written descriptions and requirements of a technical nature of materials, equipment, construction methods and systems, standards, and workmanship.

1.1.37. Subcontractor: A contractor and/or supplier who is under contract with the Contractor or with any other subcontractor, regardless of tier, to perform a portion of the Work.

1.1.38. Submittal Schedule: The schedule of submittals as provided by Contractor and approved by District.

1.1.39. Surety: The person, firm, or corporation that executes as surety the Contractor's Performance Bond and Payment Bond, and must be a California admitted surety insurer as defined in the Code of Civil Procedure section 995.120.

1.1.40. SWPPP: The District's Storm Water Pollution Prevention Plan.

1.1.41. Work: All labor, materials, equipment, components, appliances, supervision, coordination, and services required by, or reasonably inferred from, the Contract Documents, that are necessary for the construction and Completion of the Project.

1.2. Laws Concerning the Contract

Contract is subject to all provisions of the Constitution and laws of California and the United States, governing, controlling, or affecting District, or the property, funds, operations, or powers of District, and such provisions are by this reference made a part hereof. Any provision required by law to be included in this Contract shall be deemed to be inserted.

1.3. No Oral Agreements

No oral agreement or conversation with any officer, agent, or employee of District, either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in the Contract Documents.

1.4. No Assignment

Contractor shall not assign the Contract or any part thereof including, without limitation, any services or money to become due without the prior written consent of the District. Assignment without District's prior written consent shall be null and void. Any assignment of money due or to be come due under the Contract shall be subject to a prior lien for services rendered or material supplied for Work performed in favor of all persons, firms, or corporations rendering services or supplying material to the extent that claims are filed pursuant to the Civil Code, Code of Civil Procedure, Government Code, Labor Code, and/or Public Contract Code, and shall also be subject to deductions for Liquidated Damages or withholding of payments as determined by District in accordance with the Contract. Contractor shall not assign or transfer in any manner to a Subcontractor or supplier the right to prosecute or maintain an action against the District.

1.5. Notice And Service Thereof

1.5.1. Any notice required by the Contract shall be in writing, dated and signed by the party giving notice or by a duly authorized representative of that party. Notice shall be served and considered effective if given in one of the following manners:

1.5.1.1. By personal delivery; considered delivered on the day of delivery.

1.5.1.2. By overnight delivery service; considered delivered one (1) day after date deposited, as indicated by the delivery service.

1.5.1.3. By depositing same in United States mail, enclosed in a sealed envelope; considered delivered three (3) days after date deposited, as indicated by the postmarked date.

1.5.1.4. By registered or certified mail with postage prepaid, return receipt requested; considered delivered on the day the notice is signed for.

1.6. No Waiver

The failure of District in any one or more instances to insist upon strict performance of any term of the Contract or to exercise any District option shall not be construed as a waiver or relinquishment of the right to assert or rely upon any such term or option on a future occasion. No action or failure to act by the District, Architect, or Construction Manager shall constitute a waiver of any right or duty afforded the District under the Contract, nor shall any action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

1.7. Substitutions for Specified Items

See Special Conditions.

1.8. Materials and Work

1.8.1. Except as otherwise stated in the Contract, Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, supervision, temporary constructions of every nature, and all other services, management, and facilities of every nature whatsoever necessary to execute and complete the Contract within the Contract Time.

1.8.2. Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.

1.8.3. Materials shall be furnished in sufficient quantities and at such times as to insure uninterrupted progress of Work and shall be stored properly and protected as required.

1.8.4. For all materials and equipment specified or indicated in the Drawings, the Contractor shall provide all labor, materials, equipment, and services necessary for complete assemblies and complete working systems, functioning as intended. Incidental items not indicated on Drawings, nor mentioned in the Specifications, that can legitimately and reasonably be inferred to belong to the Work described, or be necessary in good practice to provide a complete assembly or system, shall be furnished as though itemized here in every detail. In all instances, material and equipment shall be installed in strict accordance with each manufacturer's most recent published recommendations and specifications.

1.8.5. Contractor shall, after award of Contract by District and after relevant submittals have been approved, place orders for materials and/or equipment as specified so that delivery of same may be made without delays to the Work. Contractor shall, upon demand from District, present documentary evidence showing that orders have been placed.

1.8.6. District reserves the right but has no obligation, for any neglect in complying with the above instructions, to place orders for such materials and/or equipment as it may deem advisable in order that the Work may be completed at the date specified in the Agreement, and all expenses incidental to the procuring of said materials and/or equipment shall be paid for by Contractor or withheld from payment(s) to Contractor.

1.8.7. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon Completion of all Work to deliver the Site to District, together with all improvements and appurtenances constructed or placed thereon by it, and free from any claims, liens, or charges. Contractor further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any Work shall have any right to lien any portion of the Premises or any improvement or appurtenance thereon, except that Contractor may install metering devices or other equipment of utility companies or of political subdivision, title to which is commonly retained by utility company or political subdivision. In the event of installation of any such metering device or equipment, Contractor shall advise District as to owner thereof.

1.8.8. Nothing contained in this Article, however, shall defeat or impair the rights of persons furnishing materials or labor under any bond given by Contractor for their protection or any rights under law permitting such protection or any rights under law permitting such persons to look to funds due Contractor in hands of District (e.g., stop payment notices). This provision shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing material for work when no formal contract is entered into for such material.

1.8.9. Title to new materials and/or equipment for the Work and attendant liability for its protection and safety shall remain with Contractor until incorporated in the Work of this Contract and accepted by District. No part of any materials and/or equipment shall be removed from its place of storage except for immediate installation in the Work. Contractor shall keep an accurate inventory of all materials and/or equipment in a manner satisfactory to District or its authorized representative and shall, at the District's request, forward it to the District.

1.8.10. Contractor certifies that it shall comply with the recycled product requirements of Public Contract Code section 22150, et seq., including, without limitation, section 22154 which states, "All businesses shall

certify in writing to the contracting officer, or his or her representative, the minimum, if not exact, percentage of postconsumer material in the products, materials, goods, or supplies being offered or sold to any local public entity."

2. DISTRICT

2.1.1. The governing board of the District or its designees will act for the District in all matters pertaining to the Contract.

2.1.2. The District may, at any time,

2.1.2.1. Direct the Contractor to communicate with or provide notice to the Construction Manager or the Architect on matters for which the Contract Documents indicate the Contractor will communicate with or provide notice to the District; and/or

2.1.2.2. Direct the Construction Manager or the Architect to communicate with or direct the Contractor on matters for which the Contract Documents indicate the District will communicate with or direct the Contractor.

2.1.3. **District's Rights if Contractor Fails to Perform**. If the District at any time believes that the Contractor is behind schedule, is failing to construct the Project pursuant to the Contract Documents or is otherwise failing to perform any provisions of this Contract, the District, after **FORTY-EIGHT (48)** hours written notice to the Contractor, may take any action necessary or beneficial to the District to complete the Project, take over the Work of the Contract, terminate or suspend the Contract as indicated herein, or any combination or portion of those actions. The Contractor and the Surety shall be liable to the District for any cost incurred by the District in those actions and the District has the right to deduct the cost thereof from any payment then or thereafter due the Contractor.

3. ARCHITECT

3.1. Architect shall have the authority to act on behalf of District to the extent expressly provided in the Contract Documents and to the extent determined by District to, among other things, observe the progress and quality of the Work on behalf of the District. Architect shall have authority to reject materials, workmanship, and/or the Work whenever rejection may be necessary, in Architect's reasonable opinion, to insure the proper execution of the Contract.

3.2. Architect shall, with the District and on behalf of the District, determine the amount, quality, acceptability, and fitness of all parts of the Work, and interpret the Specifications, Drawings, and shall, with the District, interpret all other Contract Documents.

3.3. Architect shall have all authority and responsibility established by law, including title 24 of the California Code of Regulations.

3.4. Contractor shall provide District and the Construction Manager with a copy of all written communication between Contractor and Architect at the same time as that communication is made to Architect, including, without limitation, all RFIs, correspondence, submittals, claims, and proposed change orders.

4. CONSTRUCTION MANAGER

4.1. If a Construction Manager is used on this Project, the Construction Manager will provide administration of the Contract on the District's behalf. After execution of the Contract and Notice to Proceed, all correspondence and/or instructions from Contractor and/or District shall be forwarded through the Construction Manager. The Construction Manager will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences, or procedures or for safety precautions in connection with the Work, which shall all remain the Contractor's responsibility.

4.2. Construction Manager, however, will have authority to reject materials and/or workmanship not conforming to the Contract Documents, as determined by the District, the Architect, and/or the Project Inspector. Construction Manager shall also have the authority to require special inspection or testing of any portion of the Work, whether it has been fabricated, installed, or fully completed. Any decision made by Construction Manager, in good faith, shall not give rise to any duty or responsibility of the Construction Manager to the Contractor, any Subcontractor, their agents, employees, or other persons performing any of the Work. Construction Manager shall have free access to all parts of Work at any time.

4.3. If the District does not use a Construction Manager on this Project, all references to Construction Manager or CM shall be read as District.

5. INSPECTOR, INSPECTIONS AND TESTS

5.1. Project Inspector

5.1.1. One or more Project Inspector(s), including special Project Inspector(s), as required, will be assigned to the Work by District, in accordance with requirements of title 24, part 1, of the California Code of Regulations, to enforce the building code and monitor compliance with Plans and Specifications for the Project previously approved by the DSA. Duties of Project Inspector(s) are specifically defined in section 4-342 of said part 1 of title 24.

5.1.2. No Work shall be carried on except with the knowledge and under the inspection of the Project Inspector(s). The Project Inspector(s) shall have free access to all parts of Work at any time. Contractor shall furnish Project Inspector(s) reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector(s) fully informed respecting progress and manner of work and character of materials. Inspection of Work shall not relieve Contractor from the obligation to fulfill the Contract. Project Inspector(s) and the DSA are authorized to stop work whenever the Contractor and/or its Subcontractor(s) are not complying with the Contract Documents. Any work stoppage by the Project Inspector(s) and/or DSA shall be without liability to the District. Contractor shall instruct its Subcontractors and employees accordingly.

5.1.3. If Contractor and/or any Subcontractor requests that the Project Inspector(s) perform any inspection off-site, this shall only be done if it is allowable pursuant to applicable regulations and DSA, if the Project Inspector(s) agree to do so, and at the expense of the Contractor.

5.2. Tests and Inspections

5.2.1. Tests and Inspections shall comply with title 24, part 1, California Code of Regulations, group 1, article 5, section 4-335, and with the provisions of the Specifications.

5.2.2. The District will select an independent testing laboratory to conduct the tests. Selection of the materials required to be tested shall be by the laboratory or the District's representative and not by the Contractor. The Contractor shall notify the District's representative a sufficient time in advance of its readiness for required observation or inspection.

5.2.3. The Contractor shall notify the District's representative a sufficient time in advance of the manufacture of material to be supplied under the Contract Documents, that must by terms of the Contract Documents be tested, in order that the District may arrange for the testing of same at the source of supply. This notice shall be, at a minimum, seventy-two (72) hours prior to the manufacture of the material that must be tested.

5.2.4. Any material shipped by the Contractor from the source of supply prior to having satisfactorily passed required testing and inspection or prior to the receipt of notice from the representative that testing and inspection will not be required, shall not be incorporated into and/or onto the Project.

5.2.5. The District will select and pay testing laboratory costs for all tests and inspections. Costs of tests of any materials found to be not in compliance with the Contract Documents shall be paid for by the District and reimbursed by the Contractor or deducted from the Contract Price.

5.3. Costs for After Hours and/or Off Site Inspections

5.3.1. If the Contractor performs Work outside the Inspector's regular working hours or requests the Inspector to perform inspections off Site, costs of any inspections required outside regular working hours or off Site shall be borne by the Contractor and may be invoiced to the Contractor by the District or the District may deduct those expenses from the next Progress Payment.

6. CONTRACTOR

Contractor shall construct the Work for the Contract price including any adjustment(s) to the Contract Price pursuant to provisions herein regarding changes to the Contract Price. Except as otherwise noted, Contractor shall provide and pay for all labor, materials, equipment, permits, fees, licenses, facilities, transportation, taxes, and services necessary for the proper execution and Completion of the Work, except as indicated herein.

6.1. Status of Contractor

6.1.1. Contractor is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it and its Subcontractors perform the services required of it by the Contract Documents. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the District, or any of the District's employees or agents, and Contractor or any of Contractor's Subcontractors, agents or employees. Contractor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. Contractor, its Subcontractors, agents, and its employees shall not be entitled to any rights or privileges of District employees. District shall be permitted to monitor the Contractor's activities to determine compliance with the terms of the Contract.

6.1.2. As required by law, Contractor and all Subcontractors shall be properly licensed and regulated by the Contractor's State License Board, located at 9821 Business Park Drive, , Sacramento, California 95827, with a mailing address of Post Office Box 26000, Sacramento, California, and with a website at http://www.cslb.ca.gov.

6.2. Contractor's Supervision

6.2.1. During progress of the Work, Contractor shall keep on the Premises, and at all other locations where any Work related to the Contract is being performed, a competent project manager and construction superintendent who are employees of the Contractor, to whom the District does not object and at least one of whom shall be fluent in English, written and verbal.

6.2.2. The project manager and construction superintendent shall both speak fluently the predominant language of the Contractor's employees.

6.2.3. Before commencing the Work, Contractor shall give written notice to District of the name of its project manager and construction superintendent. Neither the Contractor's project manager nor construction superintendent shall be changed except with prior written notice to District, unless the Contractor's project manager and/or construction superintendent proves to be unsatisfactory to Contractor, District, any of the District's employees, agents, the Construction Manager, or the Architect, in which case, Contractor shall notify District in writing. District retains the right to reasonably refuse Contractor's replacement personnel The Contractor's project manager and construction superintendent shall each represent Contractor, and all directions given to Contractor's project manager and/or construction superintendent shall be as binding as if given to Contractor.

6.2.4. Contractor shall give efficient supervision to Work, using its best skill and attention. Contractor shall carefully study and compare all Contract Documents, Drawings, Specifications, and other instructions and shall at once report to District, Construction Manager, and Architect any error, inconsistency, or omission that Contractor or its employees and Subcontractors may discover, in writing, with a copy to District's Project Inspector(s). The Contractor shall have responsibility for discovery of errors, inconsistencies, or omissions.

6.2.5. The Contractor's project manager shall devote sufficient time to the Project on site, and in the Contractor's home office to pre-plan activities to meet the Project schedule and fulfill all Contract obligations. This includes making timely submittals, issuing and disseminating necessary RFI's, promptly processing and distributing bulletins, change orders and payments, keeping required logs current etc. If any of these activities fall behind contract requirements or dates necessary to complete the Project on time, the Contractor must provide a full time project manager on the Project Site dedicated solely to the Project, until the deficiencies are corrected.

6.2.6. The Contractor shall verify all indicated dimensions before ordering materials or equipment, or before performing Work. The Contractor shall take field measurements, verify field conditions, and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Project Documents before commencing work. Errors, inconsistencies or omissions discovered shall be immediately reported to the District. Upon commencement of any item of Work, the Contractor shall be responsible for dimensions related to the Work and shall make any corrections necessary to make Work properly fit at no additional cost to District. This responsibility for verification of dimensions is a non-delegable duty and may not be delegated to subcontractors or agents.

6.2.7. Omissions from the Drawings or Specifications, or the misdescription of details of Work which are manifestly necessary to carry out the intent of the Drawings and Specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed Work, but they shall be performed as if fully and correctly set forth and described in the Drawings and Specifications.

6.2.8. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.3. Duty to Provide Fit Workers

6.3.1. Contractor and Subcontractor(s) shall at all times enforce strict discipline and good order among their employees and shall not employ or work any unfit person or anyone not skilled in work assigned to that person. It shall be the responsibility of Contractor to ensure compliance with this requirement. District may require Contractor to permanently remove unfit persons from Project Site.

6.3.2. Any person in the employ of Contractor or Subcontractor(s) whom District may deem incompetent or unfit shall be excluded from working on the Project and shall not again be employed on the Project except with the prior written consent of District.

6.3.3. The Contractor shall furnish labor that can work in harmony with all other elements of labor employed or to be employed in the Work.

6.3.4. If Contractor intends to make any change in the name or legal nature of the Contractor's entity, Contractor must first notify the District. The District shall determine if Contractor's intended change is permissible while performing the Contract.

6.3.5. **Compliance with Immigration Reform and Control Act of 1986.** As required by law, Contractor and all Subcontractors shall employ individuals for the Work in conformity with the Immigration Reform and Control Act of 1986, 8 USC §§1101 et seq.

6.4. Personnel

6.4.1. All persons working for Contractor and Subcontractor(s) shall refrain from using profane or vulgar language, or any other language that is inappropriate on the job site.

6.4.2. The Contractor shall employ a full-time superintendent and necessary assistants who shall have complete authority to represent and act on behalf on the Contractor on all matters pertaining to the Work. The superintendent shall be competent and have a minimum of five (5) years experience in construction supervision on projects of similar scale and complexity. The superintendent shall be satisfactory to the District and, if not satisfactory, shall be replaced by the Contractor with one that is acceptable to the District. The superintendent shall not be changed without the written consent of the District unless the superintendent ceases to be employed by the Contractor.

6.4.3. The Contractor shall employ a competent estimator and necessary assistants, or contact for sufficient services of an estimating consultant and to process proposed change orders. The estimator shall have a minimum of five (5) years experience in estimating. The estimator shall be satisfactory to the District and, if not satisfactory, shall be replaced by the Contractor with one that is acceptable. The estimator shall not be changed without the written consent of the District unless the estimator ceases to be employed by the Contractor. The Contractor shall submit PCO's requested by the District within fourteen (14) calendar days.

6.4.4. The Contractor shall employ a competent scheduler and necessary assistants, or contract for sufficient services of a scheduling consultant. The scheduler shall have a minimum of five (5) years experience in scheduling. The scheduler shall be satisfactory to the District and, if not satisfactory, shall be replaced by the Contractor with one that is acceptable. The scheduler shall not be changed without the written consent of the District unless the scheduler ceases to be employed by the Contractor.

6.4.5. Contractor shall at all times enforce strict discipline and good order among Contractor's employees, and shall not employ on the Project any unfit person or anyone not skilled in the task assigned.

6.4.6. If Contractor or any Subcontractor on the Project site fails to comply with any provision herein, the District may have the offending person(s) immediately removed from the Site, and the person(s) shall be replaced within three (3) days, at no additional expense to the District. Contractor, on behalf of it and its Subcontractors, hereby waives any claim that the provisions of this paragraph or the enforcement thereof interferes, or has the potential to interfere, with its right to control the means and methods of its performance and duties under this Contract.

6.5. Purchase of Materials and Equipment

6.5.1. Error! Bookmark not defined.The Contractor is required to order and obtain materials and equipment sufficiently in advance of its Work at no additional cost or advance payment from District to assure that there will be no delays.

6.5.2. Off-Site Storage of Materials and Equipment. Contractor shall not store materials and/or equipment off site without first obtaining the District's express, written consent. If Contractor receives District's consent to store materials and/or equipment off site ("Stored Materials"), Contractor shall comply with all of the following:

6.5.2.1. Property of Others Insurance. Contractor shall procure and maintain, during the entire time Stored Materials are in off-site storage, insurance coverage acceptable to the District that shall protect Contractor and District from all claims for Stored Materials that are lost, stolen, or damaged. The District shall be named as a loss payee for this insurance coverage. The insurance coverage shall include a "loss payable endorsement" stating that all amounts payable will be paid as a joint-check to the Contractor and District. If approved in advance by District, this required insurance may be obtained by an "Employee Theft Protection Insurance Policy" or an "Employee Theft Protection Bond."

6.5.2.2. Payment for Stored Materials. District shall only make payment to Contractor for Stored Materials if agreed upon in advance, in writing, by the District and provided that Contractor submits an itemized list of all Stored Materials with Contractor's Application for Payment. Contractor's itemized list of all Stored Materials shall be supported by all of the following:

6.5.2.2.1. Itemized breakdown of the Stored Materials for the purpose of requesting partial payment, identifying the serial numbers and exact storage location of each piece of equipment and material; and

6.5.2.2.2. Verified invoices for the Stored Materials; and

6.5.2.2.3. Original copy of Property of Others Insurance, Employee Theft Protection Insurance Policy, or an Employee Theft Protection Bond based on the type of insurance required by the District. These documents shall include certificates and endorsements stating the coverage and that the District is a loss payee or obligee, as appropriate.

6.6. <u>Documents on Work</u>

6.6.1. Contractor shall at all times keep on the Work Site, or at another location as the District may authorize in writing, one legible copy of all Contract Documents, including Addenda and Change Orders, and titles 19 and 24 of the California Code of Regulations, the specified edition(s) of the Uniform Building Code (electronic versions are acceptable), all approved Drawings, Plans, Schedules, and Specifications, and all codes and documents referred to in the Specifications, and made part thereof. These documents shall be kept in good order and available to District, Construction Manager, Architect, Architect's representatives, the Project Inspector(s), and all authorities having jurisdiction. Contractor shall be acquainted with and comply with the provisions of these titles as they relate to this Project. (See particularly the duties of Contractor, title 24, part 1, California Code of Regulations, section 4-343.) Contractor shall also be acquainted with and comply with all California Code of Regulations provisions relating to conditions on this Project, particularly titles 8 and 17. Contractor shall coordinate with Architect and Construction Manager and shall submit its verified report(s) according to the requirements of title 24.

6.6.2. Daily Job Reports.

6.6.2.1. Contractor shall maintain, at a minimum, at least one (1) set of Daily Job Reports on the Project. These must be prepared by the Contractor's employee(s) who are present on Site, and must include, at a minimum, the following information:

6.6.2.1.1. A brief description of all Work performed on that day.

6.6.2.1.2. A summary of all other pertinent events and/or occurrences on that day.

6.6.2.1.3. The weather conditions on that day.

6.6.2.1.4. A list of all Subcontractor(s) working on that day,

6.6.2.1.5. A list of each Contractor employee working on that day and the total hours worked for each employee.

6.6.2.1.6. A complete list of all equipment on Site that day, whether in use or not.

6.6.2.1.7. A complete list of all materials, supplies, and equipment delivered on that day.

6.6.2.1.8. A complete list of all inspections and tests performed on that day.

6.6.2.2. Each day Contractor shall provide a copy of the previous day's Daily Job Report to the District or the District's Construction Manager.

6.7. Preservation of Records

District shall have the right to examine and audit all Daily Job Reports or other Project records of Contractor's project manager(s), project superintendent(s), and/or project foreperson(s), all certified payroll records and/or related documents including, without limitation, payroll, payment, timekeeping and tracking documents; all books, estimates, records, contracts, documents, bid documents, bid cost data, subcontract job cost reports, and other data of the Contractor, any Subcontractor, and/or supplier, including computations and projections related to bidding, negotiating, pricing, or performing the Work or Contract modification, in order to evaluate the accuracy, completeness, and currency of the cost, manpower, coordination, supervision, or pricing data at no additional cost to the District. These documents may be duplicative and/or be in addition to any Bid Documents held in escrow by the District. Contractor shall make available at its office at all reasonable times the materials described in this paragraph for the examination, audit, or reproduction until three (3) years after final payment under this Contract. Notwithstanding the provisions above, Contractor shall provide any records requested by any governmental agency, if available, after the time set forth above.

6.8. Integration of Work

6.8.1. Contractor shall do all cutting, fitting, patching, and preparation of Work as required to make its several parts come together properly, to fit it to receive or be received by work of other contractors, and to coordinate tolerances to various pieces of work, showing upon, or reasonably implied by, the Drawings and Specifications for the completed structure, and shall conform them as District and/or Architect may direct.

6.8.2. All cost caused by defective or ill-timed Work shall be borne by Contractor, inclusive of repair work.

6.8.3. Contractor shall not endanger any work performed by it or anyone else by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other contractor except with written consent of District.

6.9. Obtaining of Permits and Licenses

6.9.1. Contractor shall secure and pay for all permits, licenses, and certificates as indicated in the Special Conditions.

6.10. Work to Comply with Applicable Laws and Regulations

6.10.1. Contractor shall give all notices and comply with all applicable laws, ordinances, rules, and regulations relating to the Work, including the specific laws, ordinances, rules, and regulations as indicated and specified in the Contract Documents and identified below, including but not limited to the appropriate statutes and administrative code sections. If Contractor observes that Drawings and Specifications are at variance therewith, or should Contractor become aware of the development of conditions not covered by Contract Documents that will result in finished Work being at variance therewith, Contractor shall promptly notify District in writing and any changes deemed necessary by District shall be made as provided in Contract for changes in Work.

6.10.1.1. National Electrical Safety Code, U. S. Department of Commerce

6.10.1.2. National Board of Fire Underwriters' Regulations

6.10.1.3. Uniform Building Code, latest addition, and the California Code of Regulations, title 24, including amendments

6.10.1.4. Manual of Accident Prevention in Construction, latest edition, published by A.G.C. of America

6.10.1.5. Industrial Accident Commission's Safety Orders, State of California

6.10.1.6. Regulations of the State Fire Marshall (title 19, California Code of Regulations) and Pertinent Local Fire Safety Codes

6.10.1.7. Americans with Disabilities Act

6.10.1.8. Education Code of the State of California

6.10.1.9. Government Code of the State of California

6.10.1.10. Labor Code of the State of California, division 2, part 7, Public Works and Public Agencies

6.10.1.11. Public Contract Code of the State of California

6.10.1.12. California Art Preservation Act

6.10.1.13. U. S. Copyright Act

6.10.1.14. U. S. Visual Artists Rights Act

6.10.2. Contractor shall comply will all applicable mitigation measures, if any, adopted by any public agency with respect to this Project pursuant to the California Environmental Quality Act (Public Resources Code sections 21000 et. seq.)

6.10.3. If Contractor performs any Work that it knew, or through exercise of reasonable care should have known, to be contrary to any applicable laws, ordinance, rules, or regulations, Contractor shall bear all costs arising therefrom.

6.10.4. Where Specifications or Drawings state that materials, processes, or procedures must be approved by the DSA, State Fire Marshall, or other body or agency, Contractor shall be responsible for satisfying requirements of such bodies or agencies.

6.11. <u>Safety/Protection of Persons and Property</u>

6.11.1. Contractor will be solely and completely responsible for conditions of the Work Site, including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to normal working hours.

6.11.2. The wearing of hard hats will be mandatory at all times for all personnel on Site. Contractor shall supply sufficient hard hats to properly equip all employees and visitors.

6.11.3. Any construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures in, on, or near the Work Site.

6.11.4. Implementation and maintenance of safety programs shall be the sole responsibility of the Contractor.

6.11.5. Contractor shall furnish to the District a copy of the Contractor's safety plan within the time frame indicated in the Contract Documents and specifically adapted for the Project.

6.11.6. Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the performance of the Contract and shall take all necessary measures and be responsible for the proper care and completion and final acceptance by District. All Work shall be solely at Contractor's risk with the exception of damage to the Work caused by "acts of God" as defined in Public Contract Code section 7105.

6.11.7. Contractor shall take, and require Subcontractors to take, all necessary precautions for safety of workers on the Project and shall comply with all applicable federal, state, local, and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where Work is being performed and to provide a safe and healthful place of employment. Contractor shall furnish, erect, and properly maintain at all times, all necessary safety devices, safeguards, construction canopies, signs, nets, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction.

6.11.8. **Hazards Control**. Contractor shall store volatile wastes in covered metal containers and remove them from the Site daily. Contractor shall prevent accumulation of wastes that create hazardous conditions. Contractor shall provide adequate ventilation during use of volatile or noxious substances.

6.11.9. Contractor shall designate a responsible member of its organization on the Project, whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety, and health of workers. Name and position of person so designated shall be reported to District by Contractor.

6.11.10. Contractor shall correct any violations of safety laws, rules, orders, standards, or regulations. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, Contractor shall correct such violation promptly.

6.11.11. **Storm Water.** Contractor shall comply with the District's Storm Water Pollution Prevention Plan (SWPPP) and, if indicated in the Special Conditions, shall be the District's Qualified SWPPP Practitioner, at no additional cost to the District.

6.11.12. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization, shall act, at its discretion, to prevent such threatened loss or injury. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement.

6.11.13. All salvage materials will become the property of the Contractor and shall be removed from the Site unless otherwise called for in the Contract Documents. However, the District reserves the right to designate certain items of value that shall be turned over to the District unless otherwise directed by District.

6.11.14. All connections to public utilities and/or existing on-site services shall be made and maintained in such a manner as to not interfere with the continuing use of same by the District during the entire progress of the Work.

6.11.15. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions, such as extreme heat, cold, rain, snow, dry winds, flooding, or dampness.

6.11.16. Contractor shall protect and preserve the Work from all damage or accident, providing temporary roofs, window and door coverings, boxing, or other construction as required by the Architect. Contractor shall be responsible for existing structures, walks, roads, trees, landscaping, and/or improvements in working areas; and shall provide adequate protection therefor. If temporary removal is necessary of any of the above items, or damage occurs due to the Work, the Contractor shall replace same at its expense with

same kind, quality, and size of Work or item damaged. This shall include any adjoining property of the District and others.

6.11.17. Contractor shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property, and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by construction operations.

6.11.18. Contractor shall confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits, or directions of Architect, and shall not interfere with the Work or unreasonably encumber Premises or overload any structure with materials. Contractor shall enforce all instructions of District and Architect regarding signs, advertising, fires, and smoking, and require that all workers comply with all regulations while on Project Site.

6.11.19. Contractor, Contractor's employees, Subcontractors, Subcontractors' employees, or any person associated with the Work shall conduct themselves in a manner appropriate for a school site. No verbal or physical contact with neighbors, students, and faculty, profanity, or inappropriate attire or behavior will be permitted. District may require Contractor to permanently remove noncomplying persons from Project Site.

6.11.20. Contractor shall take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed, Contractor shall have a civil engineer, registered as a professional engineer in California, replace them at no cost to District.

6.11.21. In the event that the Contractor enters into any agreement with owners of any adjacent property to enter upon the adjacent property for the purpose of performing the Work, Contractor shall fully indemnify, defend, and hold harmless each person, entity, firm, or agency that owns or has any interest in adjacent property. The form and content of the agreement of indemnification shall be approved by the District prior to entering the adjacent property. The Contractor shall also indemnify the District as provided in the indemnification provision herein. These provisions shall be in addition to any other requirements of the owners of the adjacent property.

6.12. Working Evenings and Weekends

Contractor may be required to work evenings and/or weekends at no additional cost to the District. Contractor shall give the District seventy-two (72) hours notice prior to performing any evening and/or weekend work. Contractor shall perform all evening and/or weekend work only upon District's written approval and in compliance with all applicable rules, regulations, laws, and local ordinances including, without limitation, all noise and light limitations. Contractor shall reimburse the District for any Inspector charges necessitated by the Contractor's evening and/or weekend work.

6.13. Cleaning Up

6.13.1. The Contractor shall provide all services, labor, materials, and equipment necessary for protecting the Work, all school occupants, furnishings, equipment, and building structure from damage until its Completion and final acceptance by District. Dust barriers shall be provided to isolate dust and dirt from construction operations. At Completion of the Work and portions thereof, Contractor shall clean to the original state any areas beyond the Work area that become dust laden as a result of the Work. The Contractor must erect the necessary warning signs and barricades to ensure the safety of all school occupants. The Contractor at all times must maintain good housekeeping practices to reduce the risk of fire damage and must make a fire extinguisher, fire blanket, and/or fire watch, as applicable, available at each location where cutting, braising, soldering, and/or welding is being performed or where there is an increased risk of fire.

6.13.2. Contractor at all times shall keep Premises free from debris such as waste, rubbish, and excess materials and equipment caused by the Work. Contractor shall not leave debris under, in, or about the

Premises, but shall promptly remove same from the Premises on a daily basis. If Contractor fails to clean up, District may do so and the cost thereof shall be charged to Contractor. If Contract is for work on an existing facility, Contractor shall also perform specific clean-up on or about the Premises upon request by the District as it deems necessary for the continuing education process. Contractor shall comply with all related provisions of the Specifications.

6.13.3. If the Construction Manager, Architect, or District observes the accumulation of trash and debris, the District will give the Contractor a 24-hour written notice to mitigate the condition.

6.13.4. Should the Contractor fail to perform the required clean-up, or should the clean-up be deemed unsatisfactory by the District, the District will then perform the clean-up. All cost associated with the clean-up work (including all travel, payroll burden, and costs for supervision) will be deducted from the Contract Price, or District may withhold those amounts from payment(s) to Contractor.

7. SUBCONTRACTORS

7.1. Contractor shall provide the District with information for all Subcontracts as required in the Contractor's Submittals and Schedules Section.

7.2. No contractual relationship exists between the District and any Subcontractor, supplier, or sub-subcontractor by reason of the Contract.

7.3. Contractor agrees to bind every Subcontractor by terms of the Contract as far as those terms are applicable to Subcontractor's work. If Contractor shall subcontract any part of the Contract, Contractor shall be as fully responsible to District for acts and omissions of any Subcontractor and of persons either directly or indirectly employed by any Subcontractor, as it is for acts and omissions of persons directly employed by Contractor. The divisions or sections of the Specifications are not intended to control the Contractor in dividing the Work among Subcontractors or limit the work performed by any trade.

7.4. District's consent to, or approval of, or failure to object to, any Subcontractor under the Contract shall not in any way relieve Contractor of any obligations under the Contract and no such consent shall be deemed to waive any provisions of the Contract.

7.5. Contractor is directed to familiarize itself with sections 4100 through 4114 of the Public Contract Code of the State of California, as regards subletting and subcontracting, and to comply with all applicable requirements therein. In addition, Contractor is directed to familiarize itself with sections 1720 through 1861 of the Labor Code of the State of California, as regards the payment of prevailing wages and related issues, and to comply with all applicable requirements therein all including, without limitation, section 1775 and the Contractor's and Subcontractors' obligations and liability for violations of prevailing wage law and other applicable laws.

7.6. No Contractor whose Bid is accepted shall, without consent of the awarding authority and in full compliance with section 4100, et seq, of the Public Contract Code, including, without limitation, sections 4107, 4107.5, and 4109 of the Public Contract Code, either:

7.6.1. Substitute any person as a Subcontractor in place of the Subcontractor designated in the original Bid; or

7.6.2. Permit any Subcontract to be assigned or transferred, or allow any portion of the Work to be performed by anyone other than the original Subcontractor listed in the Bid; or

7.6.3. Sublet or subcontract any portion of the Work in excess of one-half of one percent (1/2 of 1%) of the Contractor's total bid as to which his original bid did not designate a Subcontractor.

7.7. The Contractor shall be responsible for the coordination of the trades, Subcontractors, sub-subcontractors, and material or equipment suppliers working on the Project.

7.8. Contractor is solely responsible for settling any differences between the Contractor and its Subcontractor(s) or between Subcontractors.

7.9. Contractor must include in all of its subcontracts the assignment provisions as indicated in the Termination section of these General Conditions.

8. OTHER CONTRACTS/CONTRACTORS

8.1. District reserves the right to let other contracts, and/or to perform work with its own forces, in connection with the Project. Contractor shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly coordinate and connect Contractor's Work with the work of other contractors.

8.2. In addition to Contractor's obligation to protect its own Work, Contractor shall protect the work of any other contractor that Contractor encounters while working on the Project.

8.3. If any part of Contractor's Work depends for proper execution or results upon work of District or any other contractor, Contractor shall inspect and promptly report to the District in writing before proceeding with its Work any defects in District's or any other contractor's work that render Contractor's Work unsuitable for proper execution and results. Contractor shall be held accountable for damages to District for District's or any other contractor's work that Contractor failed to inspect or should have inspected. Contractor's failure to inspect and report shall constitute Contractor's acceptance of all District's or any other contractor's work as fit and proper for reception of Contractor's Work, except as to defects that may develop in District's or any other contractor's work after execution of Contractor's Work.

8.4. To ensure proper execution of its subsequent work, Contractor shall measure and inspect work already in place and shall at once report to the District in writing any discrepancy between that executed work and the Contract Documents.

8.5. Contractor shall ascertain to its own satisfaction the scope of the Project and nature of District's or any other contracts that have been or may be awarded by District in completion of the Project to the end that Contractor may perform this Contract in light of the other contracts, if any.

8.6. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy of the Site, the Premises, or of the Project. The District shall have complete access to the Project site for any reasonable purpose at all times. Contractor shall not cause any unnecessary hindrance or delay to the use and/or school operation(s) of the Premises and/or to District or any other contractor working on the Project. If simultaneous execution of any contract or school operation is likely to cause interference with performance of Contractor's Contract, Contractor shall coordinate with those contractor(s), person(s), and/or entity(s) and shall notify the District of the resolution.

9. DRAWINGS AND SPECIFICATIONS

9.1. A complete list of all Drawings that form a part of the Contract is to be found as an index on the Drawings themselves, and/or may be provided to the Contractor and/or in the Table of Contents.

9.2. Materials or Work described in words that so applied have a well known technical or trade meaning shall be deemed to refer to recognized standards, unless noted otherwise.

9.3. Trade Name or Trade Term. It is not the intention of the Contract to go into detailed descriptions of any materials and/or methods commonly known to the trade under "trade name" or "trade term." The mere mention or notation of "trade name" or "trade term" shall be considered sufficient notice to Contractor

that it will be required to complete the work so named, complete, finished, and operable, with all its appurtenances, according to the best practices of the trade.

9.4. The naming of any material and/or equipment shall mean furnishing and installing of same, including all incidental and accessory items thereto and/or labor therefor, as per best practices of the trade(s) involved, unless specifically noted otherwise.

9.5. Contract Documents are complementary, and what is called for by one shall be binding as if called for by all. As such, Drawings and Specifications are intended to be fully cooperative and to agree. However, if Contractor observes that Drawings and Specifications are in conflict, Contractor shall promptly notify District and Architect in writing, and any necessary changes shall be made as provided in the Contract Documents.

9.6. In the case of discrepancy or ambiguity in the Contract Documents, the order of precedence in the Agreement shall prevail. However, in the case of discrepancy or ambiguity solely between and among the Drawings and Specifications, the discrepancy or ambiguity shall be resolved in favor of the interpretation that will provide District with the functionally complete and operable Project described in the Drawings and Specifications. In case of ambiguity, conflict, or lack of information, District will furnish clarifications with reasonable promptness.

9.7. Drawings and Specifications are intended to comply with all laws, ordinances, rules, and regulations of constituted authorities having jurisdiction, and where referred to in the Contract Documents, the laws, ordinances, rules, and regulations shall be considered as a part of the Contract within the limits specified. Contractor shall bear all expense of correcting work done contrary to said laws, ordinances, rules, and regulations.

9.8. Ownership of Drawings

9.8.1. All copies of the Drawings, Designs, Specifications, and copies of other incidental architectural and engineering work, or copies of other Contract Documents furnished by District, are the property of District. They are not to be used by Contractor in other work and, with the exception of signed sets of Contract Documents, are to be returned to District on request at Completion of Work, or may be used by District as it may require without any additional costs to District. Neither the Contractor nor any Subcontractor, or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by the Architect. District hereby grants the Contractor, Subcontractors, sub-subcontractors, and material or equipment suppliers a limited license to use applicable portions of the Drawings prepared for the Project in the execution of their Work under the Contract Documents.

10. CONTRACTOR'S SUBMITTALS AND SCHEDULES

Contractor's submittals shall comply with the provisions and requirements of the Specifications including, without limitation Submittals.

10.1. Schedules, Safety Plan and Complete Subcontractor List

10.1.1. Within **TEN (10)** calendar days after the date of the Notice to Proceed (unless otherwise specified in the Notice to Proceed or in the Special Conditions), Contractor shall prepare and submit to the District for review, in a form supported by sufficient data to substantiate its accuracy as the District may require:

10.1.1.1. Schedule of Work. Contractor shall provide a preliminary schedule of construction indicating the starting and completion dates of the various stages of the Work, including any information and following any form as may be specified in the Specifications. Once approved by District, this shall become the Construction Schedule. This schedule shall include and identify all tasks that are on the Project's critical path with a specific determination of the start and completion of

each critical path task, all contract milestones and each milestone's completion date(s) as may be required by the District, and the date of Project Completion.

10.1.1.1.1. **Proposed Advanced Schedule.** The District is not required to accept an early completion ("advanced") schedule; i.e., one that shows early completion dates for the Contract completion or milestones. Contractor shall not be entitled to extra compensation if the District allows the Contractor to proceed performing the Contract on an earlier ("advanced") schedule and Contractor completes the Project, for whatever reason, beyond the date shown in that earlier ("advanced") schedule, but within the Time for Completion indicated in the Contract. A schedule showing the work completed in less than the Time for Completion indicated in the Contract, shall be considered to have Project Float.

10.1.1.1.2. **Float or Slack in the Schedule**. Float or slack is the amount of time between the early start date and the late start date, or the early finish date and the late finish date, of any of the activities in the schedule. Float or slack is not for the exclusive use of or benefit of either the District or the Contractor, but its use shall be determined solely by the District.

10.1.1.2. **Schedule of Submittals.** The Contractor shall provide a preliminary schedule of submittals, including Shop Drawings, Product Data, and Samples submittals. Once approved by District, this shall become the Submittal Schedule. All submittals shall be forwarded to the District by the date indicated on the approved Submittal Schedule, unless an earlier date is necessary to maintain the Construction Schedule, in which case those submittals shall be forwarded to the District so as not to delay the Construction Schedule.

10.1.1.3. **Schedule of Values**. The Contractor shall provide a preliminary schedule of values for all component parts of the Work for which progress payments may be requested. The schedule of values must include quantities and prices of items totaling the Contract Price and must subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. The preliminary schedule of values should include, at a minimum, the following information and the following structure:

10.1.1.3.1. Divided into at least the following categories:

10.1.1.3.1.1. Overhead and profit;
10.1.1.3.1.2. Supervision;
10.1.1.3.1.3. General conditions;
10.1.1.3.1.4. Layout;
10.1.1.3.1.5. Mobilization;
10.1.1.3.1.6. Submittals;
10.1.1.3.1.7. Bonds and insurance;
10.1.1.3.1.8. Closeout documentation;
10.1.1.3.1.9. Demolition;
10.1.1.3.1.10. Installation;
10.1.1.3.1.11. Rough-in;
10.1.1.3.1.12. Finishes;
10.1.1.3.1.13. Testing;
10.1.1.3.1.14. Punchlist and acceptance.

10.1.1.3.2. Divided by each of the following areas:

10.1.1.3.2.1. Site work;
10.1.1.3.2.2. By each building;
10.1.1.3.2.3. By each floor.

10.1.1.3.3. The preliminary schedule of values shall not provide for values any greater than the following percentages of the Contract value:

10.1.1.3.3.1. Mobilization and layout combined to equal not more than 1%;
10.1.1.3.3.2. Submittals, samples and shop drawings combined to equal not more than 3%,
10.1.1.3.3.3. Bonds and insurance combined to equal not more than 2%.

10.1.1.3.4. Closeout Documentation. Closeout Documentation shall have a value in the preliminary schedule of not less than 5%. The value for Closeout Documentation shall be in addition to and shall not be a part of the Contract retention.

10.1.1.3.5. Notwithstanding any provision of the Contract Documents to the contrary, payment of the Contractor's overhead, supervision, general conditions costs, and profit, as reflected in the Cost Breakdown, shall be paid by the District in equal installments, based on percentage complete, with the disbursement of Progress Payments and the Final Payment.

10.1.1.3.6. Contractor shall certify that the preliminary schedule of values as submitted to the District is accurate and reflects the costs as developed in preparing Contractor's bid. The preliminary schedule of values shall be subject to the District's review and approval of the form and content thereof. In the event that the District objects to any portion of the preliminary schedule of values, the District shall notify the Contractor, in writing, of the District's objection(s) to the preliminary schedule of values. Within five (5) calendar days of the date of the District's written objection(s), Contractor shall submit a revised preliminary schedule of values to the District for review and approval. The foregoing procedure for the preparation, review and approval of the preliminary schedule of values shall continue until the District has approved the entirety of the preliminary schedule of values.

10.1.1.3.7. Once the preliminary schedule of values is approved by the District, this shall become the Schedule of Values. The Schedule of Values shall not be thereafter modified or amended by the Contractor without the prior written consent and approval of the District, which may be granted or withheld in the sole discretion of the District.

10.1.1.4. Safety Plan. The Contractor shall provide a preliminary Contractor's Safety Plan specifically adapted for the Project. Contractor's Safety Plan shall comply with the following requirements:

10.1.1.4.1. All applicable requirements of California Division of Industrial Safety ("CalOSHA") and/or of the United States Occupational Safety and Health Administration ("OSHA").

10.1.1.4.2. All provisions regarding Project safety, including all applicable provisions in these General Conditions.

10.1.1.4.3. Contractor's Safety Plan shall be prepared in both English and in the predominate language(s) of the Contractor's and its Subcontractors' employees.

10.1.1.5. Complete Subcontractor List. Contractor shall provide a preliminary Subcontractor List stating the name, address, telephone number, facsimile number, California State Contractors License number, classification, and monetary value of all Subcontracts for parties furnishing labor, material, or equipment for the Project.

10.1.2. Contractor must provide all schedules both in hard copy and electronically, in a format (e.g., Microsoft Project or Primavera) approved in advance by the District.

10.1.3. The District will review the schedules submitted and the Contractor shall make changes and corrections in the schedules as requested by the District and resubmit the schedules until approved by the District.

10.1.4. The District shall have the right at any time to revise the Schedule of Values if, in the District's sole opinion, the Schedule of Values does not accurately reflect the value of the Work performed.

10.1.5. All submittals and schedules must be approved by the District before Contractor can rely on them as a basis for payment.

10.2. Monthly Progress Schedule(s)

10.2.1. Contractor shall provide Monthly Progress Schedule(s) to the District. A Monthly Progress Schedule shall update the approved Construction Schedule or the last Monthly Progress Schedule, showing all work completed and to be completed. The Monthly Progress Schedule shall be sent to the District and shall be in a format acceptable to the District and contain a written narrative of the progress of work that month and any changes, delays, or events that may affect the work. The process for District approval of the Monthly Progress Schedule shall be the same as the process for approval of the Construction Schedule.

10.2.2. Contractor shall also submit Monthly Progress Schedule(s) with all payment applications.

10.3. Material Safety Data Sheets (MSDS)

Contractor is required to ensure Material Safety Data Sheets are available in a readily accessible place at the Work Site for any material requiring a Material Safety Data Sheet per the Federal "Hazard Communication" standard, or employees right to know law. The Contractor is also required to ensure proper labeling on substances brought onto the Project Site and that any person working with the material or within the general area of the material is informed of the hazards of the substance and follows proper handling and protection procedures. Two additional copies of the Material Safety Data Sheets shall also be submitted directly to the District.

10.4. Logistic Plan

Contractor shall provide a staging and logistics plan identifying laydown areas, loading and unloading areas, crane locations, fence locations, temporary utility connections, trailer locations, and emergency evacuation meeting area. This Logistics Plan must be approved by the District prior to the Contractor mobilizing on the Site.

11. SITE ACCESS, CONDITIONS AND REQUIREMENTS

11.1. Site Investigation

Before bidding on the Work, Contractor shall make a careful investigation of the Site and thoroughly familiarize itself with the requirements of the Contract. By the act of submitting a bid for the Work included in the Contract, Contractor shall be deemed to have made a complete study and investigation, and to be familiar with and accepted the existing conditions of the Site.

11.2. Soils Investigation Report

11.2.1. When a soils investigation report obtained from test holes at Site is available, that report shall be available to the Contractor but shall not be a part of the Contract. Any information obtained from that report or any information given on Drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only, is not guaranteed, does not form a part of the Contract, and Contractor may not rely thereon. By submitting its bid, Contractor acknowledges that it made visual examination of Site and made whatever tests Contractor deems appropriate to determine underground condition of soil.

11.2.2. Contractor agrees that no claim against District will be made by Contractor for damages and hereby waives any rights to damages if, during progress of Work, Contractor encounters subsurface or latent conditions at Site materially differing from those shown on Drawings or indicated in Specifications, or for unknown conditions of an unusual nature that differ materially from those ordinarily encountered in the work of the character provided for in Plans and Specifications, except as indicated in the provisions of these General Conditions regarding trenches, trenching, and/or existing utility lines.

11.3. Access to Work

District and its representatives shall at all times have access to Work wherever it is in preparation or progress, including storage and fabrication. Contractor shall provide safe and proper facilities for access so that District's representatives may perform their functions.

11.4. Layout and Field Engineering

11.4.1. All field engineering required for layout of this Work and establishing grades for earthwork operations shall be furnished by Contractor at its expense. This Work shall be done by a qualified, California-registered civil engineer approved in writing by District and Architect. Any required Record and/or As-Built Drawings of Site development shall be prepared by the approved civil engineer.

11.4.2. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility, and general character of the Site and for having satisfied itself as to the conditions under which the Work is to be performed. District shall not be liable for any claim for allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site.

11.4.3. Contractor shall protect and preserve established benchmarks and monuments and shall make no changes in locations without the prior written approval of District. Contractor shall replace any benchmarks or monuments that are lost or destroyed subsequent to proper notification of District and with District's approval.

11.5. Utilities

Utilities shall be provided as indicated in the Specifications.

11.6. Sanitary Facilities

Sanitary facilities shall be provided as indicated in the Specifications.

11.7. Surveys

Contractor shall provide surveys done by a California-licensed civil engineer surveyor to determine locations of construction, grading, and site work as required to perform the Work.

11.8. Regional Notification Center

Contractor, except in an emergency, shall contact the appropriate regional notification center at least two (2) days prior to commencing any excavation if the excavation will be conducted in an area or in a private easement that is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the District, and obtain an inquiry identification number from that notification center. No excavation shall be commenced and/or carried out by the Contractor unless an inquiry identification number has been assigned to the Contractor or any Subcontractor and the Contractor has given the District the identification number. Any damages arising from Contractor's failure to make appropriate notification shall be at the sole risk and expense of the Contractor. Any delays caused by failure to make appropriate notification shall be at the sole risk of the Contractor and shall not be considered for an extension of the Contract time.

11.9. Existing Utility Lines

11.9.1. Pursuant to Government Code section 4215, District assumes the responsibility for removal, relocation, and protection of main or trunk utility lines and facilities located on the construction Site at the time of commencement of construction under the Contract with respect to any such utility facilities that are not identified in the Plans and Specifications. Contractor shall not be assessed for liquidated damages for

delay in completion of the Project caused by failure of District or the owner of a utility to provide for removal or relocation of such utility facilities.

11.9.2. Locations of existing utilities provided by District shall not be considered exact, but approximate within reasonable margin and shall not relieve Contractor of responsibilities to exercise reasonable care nor costs of repair due to Contractor's failure to do so. District shall compensate Contractor for the costs of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Plans and Specifications with reasonable accuracy, and for equipment necessarily idle during such work.

11.9.3. No provision herein shall be construed to preclude assessment against Contractor for any other delays in completion of the Work. Nothing in this Article shall be deemed to require District to indicate the presence of existing service laterals, appurtenances, or other utility lines, within the exception of main or trunk utility lines. Whenever the presence of these utilities on the Site can be inferred from the presence of other visible facilities, such as buildings, meter junction boxes, on or adjacent to the Site.

11.9.4. If Contractor, while performing Work, discovers utility facilities not identified by District in Contract Plans and Specifications, Contractor shall immediately, but in no case longer than two (2) business days, notify the District and the utility in writing. The cost of repair for damage to above-mentioned visible facilities without prior written notification to the District shall be borne by the Contractor.

11.10. Notification

Contractor understands, acknowledges and agrees that the purpose for prompt notification to the District pursuant to these provisions is to allow the District to investigate the condition(s) so that the District shall have the opportunity to decide how the District desires to proceed as a result of the condition(s). Accordingly, failure of Contractor to promptly notify the District in writing, pursuant to the applicable provisions of these General Conditions, shall constitute Contractor's waiver of any claim for damages or delay incurred as a result of the condition(s).

11.11. Hazardous Materials

Contractor shall comply with all provisions and requirements of the Contract Documents related to hazardous materials including, without limitation, Hazardous Materials Procedures and Requirements.

11.12. No Signs

Neither the Contractor nor any other person or entity shall display any signs not required by law or the Contract Documents at the Site, fences trailers, offices, or elsewhere on the Site without specific prior written approval of the District.

12. TRENCHES

12.1. Trenches Greater Than Five Feet

Pursuant to Labor Code section 6705, if the Contract Price exceeds $25,000 and involves the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall, in advance of excavation, promptly submit to the District and/or a registered civil or structural engineer employed by the District or Architect, a detailed plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches.

12.2. Excavation Safety

If such plan varies from the Shoring System Standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer, but in no case shall such plan be less

effective than that required by the Construction Safety Orders. No excavation of such trench or trenches shall be commenced until said plan has been accepted by the District or by the person to whom authority to accept has been delegated by the District.

12.3. No Tort Liability of District

Pursuant to Labor Code section 6705, nothing in this Article shall impose tort liability upon the District or any of its employees.

12.4. No Excavation without Permits

The Contractor shall not commence any excavation Work until it has secured all necessary permits including the required CAL OSHA excavation/shoring permit. Any permits shall be prominently displayed on the Site prior to the commencement of any excavation.

12.5. Discovery of Hazardous Waste, Unusual Conditions and/or Unforeseen Conditions

12.5.1. Pursuant to Public Contract Code section 7104, if the Work involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, the Contractor shall immediately, but in no case longer than two (2) business days, and before the following conditions are disturbed, notify the District, in writing, of any:

12.5.1.1. Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, and requires removal to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

12.5.1.2. Subsurface or latent physical conditions at the Site differing from those indicated.

12.5.1.3. Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

12.5.2. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a Change Order under the procedures described herein.

12.5.3. In the event that a dispute arises between District and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled Completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided by the Contract or by law that pertain to the resolution of disputes and protests, which include the requirement that Contractor complies with the notice and PCO provisions of the Contract Documents. Contractor's failure to submit a proposed change order pursuant to the terms of the Contract Documents shall be deemed a waiver of Contractor's right to an adjustment of the Contract Price of Contract Time.

13. INSURANCE AND BONDS

13.1. Insurance

Unless different provisions and/or limits are indicated in the Special Conditions, all insurance required of Contractor and/or its Subcontractor(s) shall be in the amounts and include the provisions set forth herein.

13.1.1. Commercial General Liability and Automobile Liability Insurance

13.1.1.1. Contractor shall procure and maintain, during the life of the Contract, Commercial General Liability Insurance and Automobile Liability Insurance that shall protect Contractor, District, State, Construction Manager(s), Project Inspector(s), and Architect(s) from all claims for bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from operations under the Contract. This coverage shall be provided in a form at least as broad as the Insurance Services Office (ISO) standard form. Contractor shall ensure that Products Liability and Completed Operations coverage, Fire Damage Liability, and any Auto including owned, non-owned, and hired, are included within the above policies and at the required limits, or Contractor shall procure and maintain these coverages separately.

13.1.1.2. Contractor's deductible or self-insured retention for its Commercial General Liability Insurance policy shall not exceed $25,000 unless approved in writing by District.

13.1.2. Umbrella Liability Insurance

13.1.2.1. Contractor may procure and maintain, during the life of the Contract, an Umbrella Liability Insurance Policy to meet the policy limit requirements of the required policies if Contractor's underlying policy limits are less than required.

13.1.2.2. There shall be no gap between the per occurrence amount of any underlying policy and the start of the coverage under the Umbrella Liability Insurance Policy. Any Umbrella Liability Insurance Policy shall protect Contractor, District, State, Construction Manager(s), Project Manager(s), and Architect(s) in amounts and including the provisions as set forth in the Supplementary Conditions (if any) and/or Special Conditions, and that complies with all requirements for Commercial General Liability and Automobile Liability and Employers' Liability Insurance.

13.1.3. Subcontractor(s): Contractor shall require its Subcontractor(s), if any, to procure and maintain Commercial General Liability Insurance, Automobile Liability Insurance, and Umbrella Liability Insurance with minimum limits equal to the amounts required of the Contractor.

13.1.4. Workers' Compensation and Employers' Liability Insurance

13.1.4.1. In accordance with provisions of section 3700 of the California Labor Code, the Contractor and every Subcontractor shall be required to secure the payment of compensation to its employees.

13.1.4.2. Contractor shall procure and maintain, during the life of this Contract, Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees engaged in Work under the Contract, on/or at the Site of the Project. This coverage shall cover, at a minimum, medical and surgical treatment, disability benefits, rehabilitation therapy, and survivors' death benefits. Contractor shall require its Subcontractor(s), if any, to procure and maintain Workers' Compensation Insurance and Employers' Liability Insurance for all employees of Subcontractor(s). Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by Contractor's insurance. If any class of employee or employees engaged in Work under the Contract, on or at the Site of the Project, are not protected under the Workers' Compensation Insurance, Contractor shall provide, or shall cause a Subcontractor to provide, adequate insurance coverage for the protection of any employee(s) not otherwise protected before any of those employee(s) commence work.

13.1.5. Builder's Risk Insurance: Builder's Risk "All Risk" Insurance.

Contractor shall procure and maintain, during the life of this Contract, Builder's Risk (Course of Construction), or similar first party property coverage acceptable to the District, issued on a replacement cost value basis. The cost shall be consistent with the total replacement cost of all insurable Work included within the Contract Documents. Coverage is to insure against all risks of accidental physical loss and shall include without limitation the perils of vandalism and/or malicious mischief (both without any limitation regarding vacancy or occupancy), sprinkler leakage, civil authority, theft, sonic disturbance, earthquake, flood, collapse, wind, fire, war, terrorism, lightning, smoke, and rioting. Coverage shall

include debris removal, demolition, increased costs due to enforcement of all applicable ordinances and/or laws in the repair and replacement of damaged and undamaged portions of the property, and reasonable costs for the Architect's and engineering services and expenses required as a result of any insured loss upon the Work and Project, including completed Work and Work in progress, to the full insurable value thereof.

13.1.6. Proof of Carriage of Insurance and Other Requirements: Endorsements and Certificates

13.1.6.1. Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under the Contract, until Contractor and its Subcontractor(s) have procured all required insurance and Contractor has delivered in duplicate to the District complete endorsements (or entire insurance policies) and certificates indicating the required coverages have been obtained, and the District has approved these documents.

13.1.6.2. Endorsements, certificates, and insurance policies shall include the following:

13.1.6.2.1. A clause stating:

13.1.6.2.1.1. "This policy shall not be amended, canceled or modified and the coverage amounts shall not be reduced until notice has been mailed to District, Architect, and Construction Manager stating date of amendment, modification, cancellation or reduction. Date of amendment, modification, cancellation or reduction may not be less than thirty (30) days after date of mailing notice."

13.1.6.2.1.2. In lieu of receiving an endorsement with this clause, the District may, at its sole discretion, accept written notification from Contractor and its insurer to the District of any amendments, modifications, cancellations or reduction in coverage, not less than thirty (30) days prior to such coverage changes occur.

13.1.6.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

13.1.6.3. All endorsements, certificates and insurance policies shall state that District, its trustees, employees and agents, the State of California, Construction Manager(s), Project Manager(s), Inspector(s) and Architect(s) are named additional insureds under all policies except Workers' Compensation Insurance and Employers' Liability Insurance.

13.1.6.4. Contractor's and Subcontractors' insurance policy(s) shall be primary and non-contributory to any insurance or self-insurance maintained by District, its trustees, employees and/or agents, the State of California, Construction Manager(s), Project Manager(s), Inspector(s), and/or Architect(s).

13.1.6.5. All endorsements shall waive any right to subrogation against any of the named additional insureds.

13.1.6.6. All policies shall be written on an occurrence form.

13.1.6.7. Unless otherwise stated in the Special Conditions, all of Contractor's insurance shall be with **admitted** insurance companies with an A.M. Best rating of no less than **A: VII.**

13.1.6.8. The insurance requirements set forth herein shall in no way limit the Contractor's liability arising out or relating to the performance of the Work or related activities.

13.1.6.9. Failure of Contractor and/or its Subcontractor(s) to comply with the insurance requirements herein shall be deemed a material breach of the Agreement.

13.1.7. Insurance Policy Limits

Unless different limits are indicated in the Special Conditions, the limits of insurance shall not be less than the following amounts:

Commercial General Liability	Combined Single Limit	$1,000,000 per occurrence; $2,000,000 aggregate
	Product Liability and Completed Operations	$1,000,000 per occurrence; $2,000,000 aggregate
Automobile Liability – Any Auto	Combined Single Limit	$1,000,000 per occurrence; $2,000,000 aggregate
Workers Compensation		Statutory limits pursuant to State law
Employers' Liability		$2,000,000
Builder's Risk (Course of Construction)		Issued for the value and scope of Work indicated herein.

13.2. Contract Security – Bonds

13.2.1. Contractor shall furnish two surety bonds issued by a California admitted surety insurer as follows:

13.2.1.1. Performance Bond: A bond in an amount at least equal to one hundred percent (100%) of Contract Price as security for faithful performance of this Contract.

13.2.1.2. Payment Bond: A bond in an amount at least equal to one hundred percent (100%) of the Contract Price as security for payment of persons performing labor and/or furnishing materials in connection with the Contract.

13.2.2. Cost of bonds shall be included in the Bid and Contract Price.

13.2.3. All bonds related to the Project shall be in the forms set forth in the Contract Documents and shall comply with all requirements of the Contract Documents, including, without limitation, the bond forms.

14. WARRANTY/GUARANTEE/INDEMNITY

14.1. Warranty/Guarantee

14.1.1. Contractor shall obtain and preserve for the benefit of the District, manufacturer's warranties on materials, fixtures, and equipment incorporated into the Work.

14.1.2. In addition to guarantees required elsewhere, Contractor shall, and hereby does guarantee and warrant all Work against all defects for a period of **ONE (1)** year after the later of the following dates:

14.1.2.1. The date of completion as defined in Public Contract Code section 7107, subdivision (c),

14.1.2.2. The commissioning date for the Project, if any.

14.1.3. At the District's sole option, Contractor shall repair or replace any and all of that Work, together with any other Work that may be displaced in so doing, that may prove defective in workmanship and/or materials within a **ONE (1)** year period from date of Completion as defined above without expense whatsoever to District. In the event of failure of Contractor and/or Surety to commence and pursue with diligence said replacements or repairs within **TEN (10)** days after being notified in writing, Contractor and

Surety hereby acknowledge and agree that District is authorized to proceed to have defects repaired and made good at expense of Contractor and/or Surety who hereby agree to pay costs and charges therefore immediately on demand.

14.1.4. If, in the opinion of District, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to District or to prevent interruption of operations of District, District will attempt to give the notice required above. If Contractor or Surety cannot be contacted or neither complies with District's request for correction within a reasonable time as determined by District, District may, notwithstanding the above provision, proceed to make all corrections and/or provide attentions the District believes are necessary. The costs of correction or attention shall be charged against Contractor and Surety of the guarantees provided in this Article or elsewhere in the Contract Documents.

14.1.5. The above provisions do not in any way limit the guarantees on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish to District all appropriate guarantee or warranty certificates as indicated in the Specifications or upon request by District.

14.1.6. Nothing herein shall limit any other rights or remedies available to District.

14.2. Indemnity

14.2.1. To the furthest extent permitted by California law, Contractor shall indemnify, defend with legal counsel reasonably acceptable to the District, keep and hold harmless the District and its consultants, the Architect and its consultants, the Construction Manager and its consultants, separate contractors, and their respective board members, officers, representatives, contractors, agents, and employees, in both individual and official capacities ("Indemnitees"), against all suits, claims, damages, losses, and expenses, including but not limited to attorney's fees, caused by, arising out of, resulting from, or incidental to, the performance of the Work by Contractor, its Subcontractors, vendors, or suppliers, including, without limitation, any such suit, claim, damage, loss, or expense attributable to, without limitation, bodily injury, sickness, disease, death, alleged patent violation or copyright infringement, or to injury to or destruction of tangible property (including damage to the Work itself) including the loss of use resulting therefrom, except to the extent caused by the sole negligence, active negligence, or willful misconduct of the Indemnitees, and/or to any extent that would render these provisions void or unenforceable. This agreement and obligation of Contractor shall not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity that would otherwise exist as to any party or person described herein. This indemnification, defense, and hold harmless obligation includes any failure or alleged failure by Contractor to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the Contract Documents in strict accordance with their terms, and without limitation, any stop payment notice actions or liens, including liens by the California Department of Labor Standards Enforcement.

14.2.2. Contractor shall give prompt notice to the District in the event of any injury (including death), loss, or damage included herein. Without limitation of the provisions herein, if Contractor's agreement to indemnify, defend, and hold harmless the Indemnitees as provided herein against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of any of the Indemnitees shall to any extent be or be determined to be void or unenforceable, it is the intention of the parties that these circumstances shall not otherwise affect the validity or enforceability of Contractor's agreement to indemnify, defend, and hold harmless the rest of the Indemnitees, as provided herein, and in the case of any such suits, claims, damages, losses, or expenses caused in part by the default, negligence, or act or omission of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, and in part by any of the Indemnitees, Contractor shall be and remain fully liable on its agreements and obligations herein to the full extent permitted by law.

14.2.3. In any and all claims against any of the Indemnitees by any employee of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, Contractor's indemnification obligation herein shall not be limited in any way by any

limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

14.2.4. The defense and indemnification obligations hereunder shall survive the Completion of Work, including the warranty/guarantee period, and/or the termination of the Agreement.

15. TIME

15.1. Notice to Proceed

15.1.1. District may issue a Notice to Proceed as indicated in the Instructions to Bidders.

15.2. Hours of Work

15.2.1. Sufficient Forces

Contractor and Subcontractors shall continuously furnish sufficient forces to ensure the performance of the Work in accordance with the Construction Schedule.

15.2.2. Performance During Working Hours

Work shall be performed during regular working hours as permitted by the appropriate governmental agency except that in the event of an emergency, or when required to complete the Work in accordance with job progress, Work may be performed outside of regular working hours with the advance written consent of the District and approval of any required governmental agencies.

15.3. Progress and Completion

15.3.1. Time of the Essence

Time limits stated in the Contract Documents are of the essence to the Contract. By executing the Agreement, Contractor confirms that the Contract Time is a reasonable period for performing the Work.

15.3.2. No Commencement Without Insurance

15.3.2.1. Contractor shall not commence operations on the Project or elsewhere prior to the effective date of insurance and bonds. The date of commencement of the Work shall not be changed by the effective date of such insurance. If Contractor commences Work without insurance and bonds, all Work is performed at Contractor's peril and shall not be compensable until and unless Contractor secures bonds and insurance pursuant to the terms of the Contract Documents and subject to District's claim for damages.

15.4. Schedule

Contractor shall provide to District, Construction Manager, and Architect a schedule in conformance with the Contract Documents and as required in the Notice to Proceed and the Contractor's Submittals and Schedules section of these General Conditions.

15.5. Expeditious Completion

The Contractor shall proceed expeditiously with adequate forces and shall achieve Completion within the Contract Time.

16. EXTENSIONS OF TIME – LIQUIDATED DAMAGES

16.1. Contractor's Notice of Delay

16.1.1. In addition to the requirements indicated in this subsection, Contractor shall notify the District pursuant to the claims provisions in these General Conditions of any anticipated delay and its cause.

16.1.2. Contractor shall, within **FIVE (5)** calendar days of any delay impacting the critical path in completing the Work, notify District in writing of the causes of the delay including documentation and facts explaining the delay.

16.1.3. Any request by Contractor for an adjustment of the Contract Price or the Contract Time for a delay shall be submitted in accordance with the provisions in the Contract Documents governing changes in Work. When requesting time, requests must be submitted with full justification and documentation. Such justification must be based on the official Construction Schedule as updated at the time of occurrence of the delay or execution of Work related to any changes to the Scope of Work.

16.1.4. Any claim for delay must include the following information as support, without limitation:

16.1.4.1. The duration of the activity relating to the changes in the Work and the resources (manpower, equipment, material, etc.) required to perform the activities within the stated duration.

16.1.4.2. Specific logical ties to the Contract Schedule for the proposed changes and/or delay showing the activity/activities in the Construction Schedule that are affected by the change and/or delay. (A portion of any delay of seven (7) days or more must be provided.)

16.1.4.3. A recovery schedule must be submitted.

16.1.5. District shall review the facts and extent of any noticed delay and may grant Contract Time extension(s) of time for completing Work when, in the District's judgment, the findings of fact justify an extension.

16.1.6. Extension(s) of time shall apply only to that portion of Work affected by delay, and shall not apply to other portions of Work not so affected.

16.1.7. An extension of time may only be granted if Contractor has timely submitted the Construction Schedule as required herein.

16.1.8. Following submission of a notice of delay, the District may determine whether the delay is to be considered:

16.1.8.1. Excusable and Compensable, Excusable, or Unexcused;

16.1.8.2. How long the delay continues; and

16.1.8.3. To what extent the prosecution and Completion of the Work might be delayed thereby.

16.1.9. Contractor's failure to request adjustment(s) of the Contract Time in strict conformity with applicable provisions of the Contract Documents shall be deemed Contractor's waiver of its right to assert a claim for a delay.

16.2. Excusable and Compensable Delay(s)

16.2.1. Contractor is **not** entitled to additional compensation for any delay, even a delay caused by Adverse Weather or an Excusable Delay, unless **all** of the following conditions are met:

16.2.1.1. The District is responsible for the delay;

16.2.1.2. The delay is unreasonable under the circumstances involved and impacts the critical path of the Work and extends the most current Contract Completion date;

16.2.1.3. The delay was not within the contemplation of District and Contractor; and

16.2.1.4. Contractor complies with the claims procedure of the Contract Documents.

16.2.1.5. The delay could **not** have been avoided or mitigated by the Contractor's care, prudence, foresight, and diligence.

16.2.1.6. The delay extends the most current Contract Completion date, and is not concurrent with a Contractor caused delay or other type of Excusable Delay.

16.3. Excusable Delay(s)

16.3.1. An "Excusable Delay" shall mean an interruption of the Work beyond the reasonable control of the Contractor and that:

16.3.1.1. Could have not been avoided by the Contractor exercising care, prudence, foresight, and diligence, and

16.3.1.2. Actually extended the most current Project Completion date.

16.3.2. The Contractor may be entitled to an extension of the Project Completion date if there is an Excusable Delay, but the Contractor shall not be entitled to additional compensation for an Excusable Delay.

16.3.3. Excusable Delays are limited to interruptions that satisfy the above requirements and that are acts of God; acts of a public enemy; fires; floods; windstorms; tornadoes; earthquakes; wars; riots; insurrections; epidemics; quarantine restrictions; strikes; lockouts; fuel shortages; freight embargoes; and Adverse Weather that satisfies the requirements herein.

16.3.4. Contractor is aware that governmental agencies and utilities, including, without limitation, the Division of the State Architect, the Department of General Services, gas companies, electrical utility companies, water districts, and other agencies may have to approve Contractor-prepared drawings or approve a proposed installation. Contractor shall include in its bid, time for possible review of its drawings and for reasonable delays and damages that may be caused by such agencies. Contractor is not entitled to make a claim for damages or delays or an Excusable Delay arising from the review of Contractor's drawings or other approvals from the Division of the State Architect, the Department of General Services, gas companies, electrical utility companies, water districts, and other agencies.

16.3.5. Computation of Time / Adverse Weather

16.3.5.1. The Contractor will only be allowed a time extension for Adverse Weather conditions if requested by Contractor within five (5) calendar days of the Adverse Weather event, and only if **all** of the following conditions are met – thereby making the resulting delay an Excusable Delay.

16.3.5.1.1. The weather conditions constitute Adverse Weather, as defined herein and further specified in the Special Conditions;

16.3.5.1.2. Contractor can verify that the Adverse Weather caused delays in excess of five (5) hours of the indicated labor required to complete the scheduled tasks of Work on the day affected by the Adverse Weather;

16.3.5.1.3. The Contractor's crew is dismissed as a result of the Adverse Weather; and

16.3.5.1.4. The number of days of delay for the month exceed those indicated in the Special Conditions.

16.3.5.2. A day-for-day extension will only be allowed for those days in excess of those indicated in the Special Conditions.

16.3.5.3. The Contractor shall work seven (7) days per week, if necessary, irrespective of inclement weather, to maintain access and the Construction Schedule, and to protect the Work under construction from the effects of Adverse Weather, all at no further cost to the District.

16.3.5.4. The Contract Time has been determined with consideration given to the average climate weather conditions prevailing in the County in which the Project is located.

16.4. Unexcused Delay(s) – Liquidated Damages

16.4.1. Contractor and District hereby agree that the exact amount of damages for failure to complete the Work within the time specified is extremely difficult or impossible to determine. If the Work is not completed within the time specified in the Contract Documents, it is understood that the District will suffer damage. It being impractical and unfeasible to determine the amount of actual damage, it is agreed the Contractor shall forfeit to District as fixed and liquidated damages, and not as a penalty, the amount set forth in the Agreement for each calendar day of delay in Completion. Contractor and its Surety shall be liable for the amount thereof pursuant to Government Code section 53069.85.

16.4.2. Contractor shall not forfeit liquidated damages for an Excusable Delay or an Excusable and Compensable Delay.

17. CHANGES IN THE WORK

17.1. No Changes Without Authorization

17.1.1. There shall be no change whatsoever in the Drawings, Specifications, or in the Work without an executed Change Order, a written Construction Change Directive, or a written Force Account Directive authorized by the District as herein provided. District shall not be liable for the cost of any extra work, any changes to the Contract Time, or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the District's governing board has authorized the same and the cost thereof has been approved in writing by an executed Change Order, a written Construction Change Directive, or a written Force Account Directive.

17.1.2. The Surety, in executing and providing the Performance Bond and the Payment Bond, shall be deemed to have expressly agreed to any change to the Contract and to any extension of time made by reason thereof.

17.1.3. No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing in the Change Order, Construction Change Directive, or Force Account Directive. The provisions of the Contract Documents shall apply to all such changes, additions, and omissions with the same effect as if originally embodied in the Drawings and Specifications.

17.1.4. Contractor shall perform immediately all work that has been authorized by a fully executed Change Order, Construction Change Directive, or Force Account Directive. Contractor shall be fully responsible for any and all delays and/or expenses caused by Contractor's failure to expeditiously perform this Work.

17.1.5. Should any Change Order result in an increase in the Contract Price, the cost of that Change Order shall be agreed to, in writing, in advance by Contractor and District and be subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that Contractor proceeds with

any change in Work without a Change Order executed by the District, Construction Change Directive, or Force Account Directive, Contractor waives any claim of additional compensation or time for that additional work.

17.1.6. Contractor understands, acknowledges, and agrees that the reason for District authorization is so that District may have an opportunity to analyze the Work and decide whether the District shall proceed with the Change Order or alter the Project so that a change in Work becomes unnecessary.

17.1.7. No payments will be made, nor will District accept proposed change orders until the Contractor has complied with all the requirements of the Escrow of Bid Documentation document.

17.2. Architect Authority

The Architect will have authority to order minor changes in the Work not involving any adjustment in the Contract Price, or an extension of the Contract Time, or a change that is inconsistent with the intent of the Contract Documents. These changes shall be effected by written Change Order, Construction Change Directive, or by Architect's response(s) to RFI(s).

17.3. Change Orders

17.3.1. A Change Order is a written instrument prepared and issued by the District and/or the Architect and signed by the District (as authorized by the District's governing board), the Contractor, the Architect, and approved by the Project Inspector (if necessary) and DSA (if necessary), stating their agreement regarding all of the following:

17.3.1.1. A description of a change in the Work;

17.3.1.2. The amount of the adjustment in the Contract Price, if any; and

17.3.1.3. The extent of the adjustment in the Contract Time, if any.

17.3.2. If a Change Order is required to be approved by DSA, the District may call it a Construction Change Document.

17.3.3. If the District approves of a Change, the District or the Architect shall provide a written Change Order to the Contractor describing the Change and setting forth the adjustment to the Contract Time and the Contract Price, if any, on account of that Change. All Change Orders shall be full payment and final settlement of all rights for direct, indirect and consequential costs, including without limitation, costs of delays or impacts related to, or arising out of, items covered and affected by the Change Order, as well as any adjustments to the Contract Time. Any demand or request for an adjustment to the Contract Time or the Contract Price relating to any Change incorporated into a Change Order not presented by the Contractor for inclusion in the Change Order shall be deemed waived. The Contractor shall execute the Change Order prepared pursuant to the foregoing. After the Change Order has been prepared and forwarded to the Contractor for execution, the Contractor shall not modify or amend the form or content of such Change Order, or any portion thereof.

17.4. Construction Change Directives / Unilateral Change Orders

17.4.1. A Construction Change Directive (or Unilateral Change Order) is a written order prepared and issued by the District, the Construction Manager, and/or the Architect and signed by the District and the Architect, directing a change in the Work. The District may as provided by law, by Construction Change Directive and without invalidating the Contract, order changes in the Work consisting of additions, deletions, or other revisions. If all or a portion of the Project is being funded by funds requiring approval by the State Allocation Board (SAB), these revisions may be subject to compensation once approval of same is received and funded by the SAB, and funds are released by the Office of Public School Construction (OPSC). Any dispute as to the sum of the Construction Change Directive or timing of

payment shall be resolved pursuant to the Payment and Claims and Disputes provisions herein. **A Construction Change Directive is NOT a Construction Change Document (which is defined above as a Change Order that DSA must approve).**

17.4.2. The District may issue a Construction Change Directive in the absence of agreement on the terms of a Change Order.

17.5. Force Account Directives

17.5.1. When work, for which a definite price has not been agreed upon in advance, is to be paid for on a force account basis, all direct costs necessarily incurred and paid by the Contractor for labor, material, and equipment used in the performance of that Work, shall be subject to the approval of the District and compensation will be determined as set forth herein.

17.5.2. District will issue a Force Account Directive to proceed with the Work on a force account basis, and a not-to-exceed budget will be established by District.

17.5.3. All requirements regarding direct cost for labor, labor burden, material, equipment, and markups on direct costs for overhead and profit described in this section shall apply to Force Account Directives. However, District will only pay for actual costs verified in the field by the District or its authorized representative(s) on a daily basis.

17.5.4. Contractor shall be responsible for all cost related to the administration of Force Account Directive. The markup for overheard and profit for Contractor modifications shall be full compensation to the Contractor to administer Force Account Directive.

17.5.5. Contractor shall notify District or its authorized representative(s) at least twenty-four (24) hours prior to proceeding with any of the force account work. Furthermore, the Contractor shall notify the District when it has consumed eighty percent (80%) of the budget, and shall not exceed the budget unless specifically authorized in writing by the District. Contractor will not be compensated for force account work in the event that Contractor fails to timely notify the District regarding the commencement of force account work, or exceeding the force account budget.

17.5.6. Contractor shall diligently proceed with the work, and on a daily basis, submit a daily force account report on a form supplied by the District no later than 5:00 p.m. each day. The report shall contain a detailed itemization of the daily labor, material, and equipment used on the force account work only. The names of the individuals performing the force account work shall be included on the daily force account reports. The type and model of equipment shall be identified and listed. District will review the information contained in the reports, and sign the reports no later than the next work day, and return a copy of the report to Contractor for its records. District will not sign, nor will Contractor receive compensation for work District cannot verify. Contractor will provide a weekly force account summary indicating the status of each Force Account Directive in terms of percent complete of the not-to-exceed budget and the estimated percent complete of the work.

17.5.7. In the event Contractor and District reach a written agreement on a set cost for the work while the work is proceeding based on a Force Account Directive, the Contractor's signed daily force account reports shall be discontinued and all previously signed reports shall be invalid.

17.6. Price Request

17.6.1. Definition of Price Request. A Price Request ("PR") is a written request prepared by the Architect requesting the Contractor to submit to the District and the Architect an estimate of the effect of a proposed change in the Work on the Contract Price and the Contract Time.

17.6.2. Scope of Price Request. A Price Request shall contain adequate information, including any necessary Drawings and Specifications, to enable Contractor to provide the cost breakdowns required

herein. Contractor shall not be entitled to any additional compensation for preparing a response to a Price Request, whether ultimately accepted or not.

17.7. Proposed Change Order

17.7.1. Definition of Proposed Change Order. A Proposed Change Order ("PCO") is a written request prepared by the Contractor requesting that the District and the Architect issue a Change Order based upon a proposed change to the Work.

17.7.2. Changes in Contract Price. A PCO shall include breakdowns pursuant to the provisions herein to validate any change in Contract Price.

17.7.3. Changes in Time. A PCO shall also include any changes in time required to complete the Project. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Construction Schedule as defined in the Contract Documents. If Contractor fails to request a time extension in a PCO, then the Contractor is thereafter precluded from requesting time and/or claiming a delay.

17.7.4. Unknown and/or Unforeseen Conditions. If Contractor submits a PCO requesting an increase in Contract Price and/or Contract Time that is based at least partially on Contractor's assertion that Contractor has encountered unknown and/or unforeseen condition(s) on the Project, then Contractor shall base the PCO on provable information that, beyond a reasonable doubt and to the District's satisfaction, demonstrates that the unknown and/or unforeseen condition(s) were actually unknown and/or unforeseen and that the condition(s) were reasonably unknown and/or unforeseen. If not, the District shall deny the PCO and the Contractor shall complete the Project without any increase in Contract Price and/or Contract Time based on that PCO.

17.7.5. Time to Submit PCO. Contractor shall submit its PCO within five (5) days of the date Contractor discovers, or reasonably should discover, the circumstances giving rise to the proposed change order, unless additional time to submit a proposed change order is granted in writing by the District.

17.8. Format for Proposed Change

17.8.1. The following "Format For Proposed Change For Subcontractor Performed Work" and "Format For Proposed Change For Contractor Performed Work" shall be used as applicable by the District and the Contractor (e.g. Change Orders, PCO's) to communicate proposed additions and deductions to the Contract, supported by attached documentation

FORMAT FOR PROPOSED CHANGE FOR SUBCONTRACTOR PERFORMED WORK

	SUBCONTRACTOR PERFORMED WORK	ADD	DEDUCT
(A)	**Labor Charge** 1. **Hours.** Attach total itemized hours. 2. **Rate.** This shall be no more than the Straight-Time Total Hourly Rate as determined by the Department of Industrial Relations ("DIR") for the applicable labor category.		
(B)	**Labor Burden & Worker's Compensation Charge** 1. This shall be no more than twenty percent (20%) of **item (A)**, the Labor Charge. 2. This shall be the total cumulative charge permitted for all Subcontractors or all labor performed by the Subcontractor or Subcontractor's Subcontractor(s) (i.e., all "lower-tier" Subcontractor(s)).		
(C)	**Subtotal (A+B)**		
(D)	**Material Charge** Attach itemized quantity and unit cost plus sales tax and invoice(s) from vendor(s).		
(E)	**Equipment Charge** Attach invoice(s) from supplier(s).		
(F)	**Subtotal (C+D+E)**		
(G)	**Subcontractor's Overhead and Profit Charge** 1. This shall be no more than five percent (5%) of **item (F)**. 2. This shall be the total cumulative mark-up permitted for the Subcontractor and Subcontractor's Subcontractor(s) (i.e., all "lower-tier" Subcontractor(s)).		
(H)	**Subtotal (F+G)**		
(I)	**Contractor's Overhead, Profit, Bond and Insurance** 1. This shall be no more than six percent (6%) of **Item (H)**. 2. This shall be the total mark-up permitted for Contractor.		
(J)	**Subtotal (H+I)**		
(K)	**Time**	_____ Days	
(L)	**Contractor's Home Office Overhead** This shall be no more than $200 times the number of days of Item (K) (i.e., not to exceed $200/day)		
(M)	**TOTAL (J+L)**		

FORMAT FOR PROPOSED CHANGE FOR CONTRACTOR PERFORMED WORK

	CONTRACTOR PERFORMED WORK	ADD	DEDUCT
(A)	**Labor Charge** 1. **Hours.** Attach total itemized hours. 2. **Rate.** This shall be no more than the Straight-Time Total Hourly Rate as determined by the Department of Industrial Relations ("DIR") for the applicable labor category.		
(B)	**Labor Burden & Worker's Compensation Charge** 1. This shall be no more than twenty percent (20%) of **item (A)**, the Labor Charge. 2. This shall be the total cumulative charge permitted for all labor performed by Contractor.		
(C)	**Subtotal (A+B)**		
(D)	**Material Charge** Attach itemized quantity and unit cost plus sales tax and invoice(s) from vendor(s).		
(E)	**Equipment Charge** Attach invoice(s) from supplier(s).		
(F)	**Subtotal (C+D+E)**		
(G)	**Contractor's Overhead, Profit, Bond and Insurance** 1. This shall be no more than six percent (6%) of **Item (F)**. 2. This shall be the total mark-up permitted for Contractor.		
(H)	**Subtotal (F+G)**		
(I)	**Time**		**Days**
(J)	**Contractor's Home Office Overhead** This shall be no more than $200 times the number of days of Item (I) (i.e., not to exceed $200/day)		
(M)	**TOTAL (H+J)**		

17.8.2. All proposed cost requests by Contractor for a change shall include a complete itemized breakdown with the following detail:

17.8.2.1. Labor. Labor breakdown by trade classification, wage rates, and estimated hours. Labor costs shall only include fringe benefits indicated by governing trade organizations. Wages shall not exceed current prevailing wages in the locality for performance of the changes.

17.8.2.1.1. The Contractor's or Subcontractors' labor burden and Workers' Compensation premium shall only be charged as indicated herein. In no event shall Contractor include any other charges than as indicated herein without the prior written approval of the District.

17.8.2.2. Material. Material quantities, and types of products, and transportation costs, if applicable.

17.8.2.3. Equipment. Equipment breakdown by make, type, size, rental rates, equipment hours and transportation costs, if applicable.

17.8.2.3.1. The equipment costs shall not exceed one hundred percent (100%) of the Association of Equipment Distributors (AED) rental rates or Caltrans rates, whichever is less. Hourly, daily, weekly, or monthly rates shall be used, whichever is lower. Hourly rates including operator shall not be used.

17.8.2.3.2. The actual time to be paid for equipment shall be the time that the equipment is in productive operation on the Work under Contract Modification. In computing the hourly rental of equipment, any time less than thirty (30) minutes shall be considered one-half (1/2) hour. No payment will be made for time while equipment is inoperative due to breakdown, or for non-workdays. In addition, the rental time shall not include the time required to move the equipment to and from the project site. No mobilization or demobilization will be allowed for equipment already on site. If such equipment is not moved by its own power, then loading and transportation costs will be paid in lieu of rental time thereof. However, neither moving time nor loading and transportation costs will be paid if the equipment is used on the Project Site in any other way than upon the work directly related to the Contract Modification.

17.8.2.3.3. Individual pieces of equipment having a replacement value of one thousand dollars ($1,000) or less shall be considered to be small tools or small equipment, and no payment will be made since the costs of these tools and equipment is included as part of the markup for overhead and profit defined herein.

17.8.2.3.4. Payment to the Contractor for the use of equipment as set forth above shall constitute full compensation to the Contractor for the cost of fuel, power, oil, lubricants, supplies, small equipment, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, labor (except for equipment operators), and any and all costs to the Contractor incidental to the use of the equipment.

17.8.2.3.5. Should Contractor, or any of its owners, officers, directors or agents, hold any ownership interest in any company, organization, association or corporation from whom rental equipment is secured. Contractor shall immediately notify District of such and the price set for any such rental shall be agreed upon in advance by the Contractor and the District.

17.8.2.3.6. Overhead and Profit. Markup for overhead and profit, which shall be used to compensate Contractor for all costs for all administration, general conditions, and supervision, including, without limitation:

17.8.2.3.6.1. All field, field office and home office personnel including, but not limited to, principals, project managers, superintendents, supervisory foremen, estimators,

project engineers, detailers, draftsmen, schedulers, consultants, watchmen, payroll clerks, administrative assistants, labor compliance costs and secretaries.

17.8.2.3.6.2. All field, field office and home office expenses including, but not limited to, field trailers, parking, storage sheds, office equipment and supplies, telephone service and long distance telephone calls, fax machines, temporary utilities, sanitary facilities and services, janitorial services, small tools and equipment with a cost under $1000 each, portable scaffolding, blocking, shores, appliances, job vehicles, security and fencing, conformance to regulatory requirements including compliance to safety regulations, safety programs and meetings, cartage, warranties, As-Built Drawings, as well as any related maintenance costs.

17.8.2.3.6.3. Administrative functions such as, but not limited to, reviewing, coordinating, distributing, processing, posting, recording, estimating, negotiating, expediting, engineering, drawing, detailing, revising shop drawings, carting, cleaning, protecting the work, and other incidental Work related to the change.

17.8.2.3.6.4. All other costs and taxes required to be paid, but not included under direct costs as defined above including, without limitation, payroll taxes, social security, etc.

17.8.2.3.6.5. All costs for Contractor's bonds and insurance.

17.8.2.3.6.6. Taxes: Federal excise tax shall not be included. District will issue an exemption on request.

17.8.2.3.7. Justification for any adjustment in Contract Time including a schedule analysis identifying critical schedule activities delayed by the request.

17.9. Change Order Certification

17.9.1. All Change Orders and PCOs shall include the following certification by the Contractor. The Parties acknowledged that if a Change Order is approved that does not include this language, that Change Order shall be deemed to include this certification language:

> ***The Contractor approves the foregoing as to the changes, if any, and the price specified for each item and the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete all additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq. It is understood that the changes herein to the Contract shall only be effective when approved by the governing board of the District. It is expressly understood that the value of the extra Work or changes includes all of the Contractor's costs, expenses, field overhead, home office overhead, profit, both direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages, or time extensions not included are deemed waived.***

17.10. Determination of Change Order Cost

17.10.1. The amount of the increase or decrease in the Contract Price from a Change Order, if any, shall be determined in one or more of the following ways as applicable to a specific situation and at the District's discretion:

17.10.1.1. District acceptance of a PCO;

17.10.1.2. By unit prices contained in Contractor's original bid;

17.10.1.3. By agreement between District and Contractor.

17.11. Deductive Change Orders

If Contractor offers a proposed amount for a deductive Change Order(s), Contractor shall include a minimum of five percent (5%) total overhead and profit to be deducted with the amount of the work of the Change Order(s). If Subcontractor work is involved, Subcontractors shall also include a minimum of five percent (5%) overhead and profit to be deducted with the amount of its deducted work, for a total minimum of ten percent (10%) total overhead and profit to be deducted. Any deviation from this provision shall not be allowed.

17.12. Discounts, Rebates and Refunds

For purposes of determining the cost, if any, of any change, addition, or omission to the Work hereunder, all trade discounts, rebates, refunds, and all returns from the sale of surplus materials and equipment shall accrue and be credited to the Contractor, and the Contractor shall make provisions so that such discounts, rebates, refunds, and returns may be secured, and the amount thereof shall be allowed as a reduction of the Contractor's cost in determining the actual cost of construction for purposes of any change, addition, or omission in the Work as provided herein.

17.13. Accounting Records

With respect to portions of the Work performed by Change Orders and Construction Change Directives, Contractor shall keep and maintain cost-accounting records satisfactory to the District, which shall be available to the District on the same terms as any other books and records Contractor is required to maintain pursuant to the Contract Documents.

17.14. Notice Required

If Contractor is seeking an adjustment in the Contract Price, or any extension in the Contract Time for Completion, it shall notify District pursuant to the provisions of the Contract Documents. No adjustment in the Contract Price or Contract Time shall be considered unless made in accordance with the Contract Documents. Contractor shall proceed to execute the Work even though the adjustment may not have been agreed upon. Any change in the Contract Price or extension of the Contract Time resulting from such contract adjustment shall only be authorized by a Change Order.

17.15. Applicability to Subcontractors

Any requirements under this Article shall be equally applicable to Change Orders or Construction Change Directives issued to Subcontractors by the Contractor to the extent as required by the Contract Documents.

17.16. Alteration to Change Order Language

Contractor shall not alter Change Orders or reserve time in Change Orders. Contractor shall execute finalized Change Orders and proceed under the provisions herein with proper notice.

17.17. Failure of Contractor to Execute Change Order

Contractor shall be in default of the Contract if Contractor fails to execute a Change Order when the Contractor agrees with the addition and/or deletion of the Work in that Change Order.

18. REQUEST FOR INFORMATION

18.1. Any Request for Information ("RFI") shall reference all applicable Contract Document(s), including Specification section(s), detail(s), page number(s), drawing number(s), and sheet number(s), etc. Contractor shall make suggestions and interpretations of the issue raised by each RFI. An RFI cannot modify the Contract Price, Contract Time, or the Contract Documents.

18.2. Contractor shall be liable to the District for all costs incurred by the District associated with the processing, reviewing, evaluating and responding to any RFI, including without limitation, fees of the Architect and any other design consultant to the Architect or the District, that District reasonably determines:

18.2.1. Does not reflect adequate or competent supervision or coordination by the Contractor or any Subcontractor; or

18.2.2. Does not reflect the Contractor's adequate or competent knowledge of the requirements of the Work or the Contract; or

18.2.3. Requests an interpretation or decision of a matter where the information sought is equally available to the Contractor; or

18.2.4. Is not justified for any other reason.

18.3. Prior to submitting the RFI, Contractor shall diligently review the Contract Documents for information responsive to the RFI, including information incorporated by reference. Contractor should not issue an RFI regarding information contained in or inferable from the Contract Documents, including information incorporated by reference. An RFI is invalid if the RFI response is contained in or inferable from the Contract Documents.

18.4. Contractor shall be responsible for preparing and submitting each RFI so as to not cause delay to the progress of the Work nor to cause any impact to the Contractor's labor productivity. An RFI may be considered untimely if not submitted within **Forty Eight (48) hours** of receipt from a Contractor's subcontractor. Untimely submission of any RFI will preclude Contractor from asserting any claims for delay or for labor impact against the District.

19. PAYMENTS

19.1. Contract Price

19.1.1. The Contract Price is stated in the Agreement and, including authorized adjustments, is the total amount payable by the District to the Contractor for performance of the Work pursuant to the Contract Documents.

19.2. Applications for Progress Payments

19.2.1. Procedure for Applications for Progress Payments

19.2.1.1. Application for Progress Payment

19.2.1.1.1. Not before the fifth (5th) day of each calendar month during the progress of the Work, Contractor shall submit to the District and the Architect an itemized Application for Payment for Work completed in accordance with the Schedule of Values. The Application for Payment shall be notarized, if required, and supported by the following or each portion thereof unless waived by the District in writing:

19.2.1.1.1.1. The amount paid to the date of the Application for Payment to the Contractor, to all its Subcontractors, and all others furnishing labor, material, or equipment for its Contract;

19.2.1.1.1.2. The amount being requested by the Application for Payment by the Contractor on its own behalf and separately stating the amount requested on behalf of each of the Subcontractors and all others furnishing labor, material, and equipment under the Contract;

19.2.1.1.1.3. The balance that will be due to each of the entities after payment is made;

19.2.1.1.1.4. A certification that the As-Built Drawings and annotated Specifications are current;

19.2.1.1.1.5. An Itemized breakdown of Work performed;

19.2.1.1.1.6. An updated and acceptable construction schedule in conformance with the provisions herein;

19.2.1.1.1.7. The additions to and subtractions from the Contract Price and Contract Time;

19.2.1.1.1.8. A total of the retentions held;

19.2.1.1.1.9. The material invoices, evidence of equipment purchases, rentals, and other support and details of cost as the District may require from time to time;

19.2.1.1.1.10. The percentage of completion of the Contractor's Work by line item;

19.2.1.1.1.11. The Schedule of Values updated from the preceding Application for Payment;

19.2.1.1.1.12. A duly completed and executed conditional waiver and release upon progress payment compliant with Civil Code section 8132 from each subcontractor of any tier and supplier to be paid from the current progress payment;

19.2.1.1.1.13. A duly completed and executed unconditional waiver and release upon progress payment compliant with Civil Code section 8134 from each subcontractor of any tier and supplier that was paid from the previous progress payment; and

19.2.1.1.1.14. A certification by the Contractor of the following:

19.2.1.1.1.15. ***The Contractor warrants title to all Work performed as of the date of this payment application. The Contractor further warrants that all Work performed as of the date of this payment application is free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor, Subcontractors, material and equipment suppliers, workers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work, except those of which the District has been informed.*** If requested by the District, a third party, or as required by the California Department of Industrial Relations all requested or required certified payroll record ("CPR(s)") for each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each Subcontractor in connection with the Work for the period of the Application for Payment.

19.2.1.1.2. Contractor shall be subject to the False Claims Act set forth under Government Code section 12650 et seq., for information provided with any Application for Progress Payment.

19.2.2. Prerequisites for Progress Payments

19.2.2.1. First Payment Request: The following items, if applicable, must be completed before District will accept and/or process Contractor's first payment request:

19.2.2.1.1. Installation of the Project sign;

19.2.2.1.2. Installation of field office;

19.2.2.1.3. Installation of temporary facilities and fencing;

19.2.2.1.4. Schedule of Values;

19.2.2.1.5. Contractor's Construction Schedule;

19.2.2.1.6. Schedule of unit prices, if applicable;

19.2.2.1.7. Submittal Schedule;

19.2.2.1.8. Receipt by Architect of all submittals due as of the date of the payment application;

19.2.2.1.9. Copies of necessary permits;

19.2.2.1.10. Copies of authorizations and licenses from governing authorities;

19.2.2.1.11. Initial progress report;

19.2.2.1.12. Surveyor qualifications;

19.2.2.1.13. Written acceptance of District's survey of rough grading, if applicable;

19.2.2.1.14. List of all Subcontractors, with names, license numbers, telephone numbers, and Scope of Work;

19.2.2.1.15. All bonds and insurance endorsements; and

19.2.2.1.16. Resumes of Contractor's project manager, and if applicable, job site secretary, record documents recorder, and job site superintendent.

19.2.2.2. Second Payment Request: District will not process the second payment request until and unless all submittals and Shop Drawings have been accepted for review by the Architect.

19.2.2.3. No Waiver of Criteria: Any payment made to Contractor where criteria set forth herein have not been met shall not constitute a waiver of said criteria by District. Instead, such payment shall be construed as a good faith effort by District to resolve differences so Contractor may pay its Subcontractors and suppliers. Contractor agrees that failure to submit such items may constitute a material breach of the Contract by Contractor and may subject Contractor to termination.

19.3. Progress Payments

19.3.1. District's Approval of Application for Payment

19.3.1.1. Upon receipt of an Application for Payment, District shall act in accordance with the following:

19.3.1.1.1. Each Application for Payment shall be reviewed by the District as soon as practicable after receipt for the purpose of determining that the Application for Payment is a proper Application for Payment.

19.3.1.1.2. Any Application for Payment determined not to be a proper Application for Payment suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven (7) days, after receipt. An Application for Payment returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the Application for Payment is not proper. The number of days available to the District to make a payment without being subject to any applicable statute regarding prompt payment or interest accrual, shall be reduced by the number of days by which the District exceeds this seven-day return requirement.

19.3.1.1.3. An approved Application for Payment shall be considered payable if funds are available for payment after the deduction of amounts allowed by law and/or pursuant to the section herein entitled "Decisions to Withhold Payment,"

19.3.1.2. The District's review of the Contractor's Application for Payment will be based on the District's and the Architect's observations at the Site and the data comprising the Application for Payment that the Work has progressed to the point indicated and that, to the best of the District's and the Architect's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to:

19.3.1.2.1. Observation of the Work for general conformance with the Contract Documents,

19.3.1.2.2. Results of subsequent tests and inspections,

19.3.1.2.3. Minor deviations from the Contract Documents correctable prior to Completion, and

19.3.1.2.4. Specific qualifications expressed by the Architect.

19.3.1.3. District's approval of each Application for Payment shall be based on Contractor complying with all requirements for a fully complete and valid Application for Payment.

19.3.2. Payments to Contractor

19.3.2.1. Within thirty (30) days after approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The value of the Work completed shall be Contractor's best estimate. No inaccuracy or error in Contractor's estimate shall operate to release the Contractor, or any Surety upon any bond, from damages arising from such Work, or from the District's right to enforce each and every provision of this Contract, and the District shall have the right subsequently to correct any error made in any estimate for payment.

19.3.2.2. District shall withhold five percent (5%) retention from all Progress Payments.

19.3.2.3. District may withhold ten percent (10%) retention from all Progress Payments pursuant to Public Contract Code section 7201, if the Project is determined to be "substantially complex."

19.3.2.4. The Contractor shall not be entitled to have any payment requests processed, or be entitled to have any payment made for Work performed, so long as any lawful or proper direction given by the District concerning the Work, or any portion thereof, remains incomplete.

19.3.3. No Waiver

No payment by District hereunder shall be interpreted so as to imply that District has inspected, approved, or accepted any part of the Work. Notwithstanding any payment, the District may enforce each and every provision of this Contract. The District may correct or require correction of any error subsequent to any payment.

19.3.4. Warranty of Title

19.3.4.1. If a lien or a claim based on a stop notice or stop payment notice of any nature should at any time be filed against the Work or any District property, by any entity that has supplied material or services at the request of the Contractor, Contractor and Contractor's Surety shall promptly, on demand by District and at Contractor's and Surety's own expense, take any and all action necessary to cause any such lien or a claim based on a stop notice or stop payment notice to be released or discharged immediately therefrom.

19.3.4.2. If the Contractor fails to furnish to the District within ten (10) calendar days after demand by the District, satisfactory evidence that a lien or a claim based on a stop notice or stop payment notice has been so released, discharged, or secured, the District may discharge such indebtedness and deduct the amount required therefore, together with any and all losses, costs, damages, and attorney's fees and expense incurred or suffered by District from any sum payable to Contractor pursuant to the Contract.

19.4. Decisions to Withhold Payment

19.4.1. Reasons to Withhold Payment

District may withhold payment in whole, or in part, to the extent reasonably necessary to protect the District if, in the District's opinion, the representations to the District required herein cannot be made. District may withhold payment, in whole, or in part, to such extent as may be necessary to protect the District from loss because of, but not limited to:

19.4.1.1. Defective Work not remedied within **FORTY-EIGHT (48)** hours of written notice to Contractor;

19.4.1.2. Stop notices, stop payment notices or other liens served upon the District as a result of the Contract;

19.4.1.3. Liquidated damages assessed against the Contractor;

19.4.1.4. The cost to complete the Work if there exists reasonable doubt that the Work can be completed for the unpaid balance of the Contract Price or by the Completion Date;

19.4.1.5. Damage to the District or other contractor(s);

19.4.1.6. Unsatisfactory performance of the Work by Contractor;

19.4.1.7. Failure to store and properly secure materials;

19.4.1.8. Failure of the Contractor to submit, on a timely basis, proper, sufficient, and acceptable documentation required by the Contract Documents, including, without limitation, a Construction Schedule, Schedule of Submittals, Schedule of Values, Monthly Progress Schedules, Shop Drawings, Product Data and samples, Proposed product lists, executed Change Orders, and/or verified reports;

19.4.1.9. Failure of the Contractor to maintain As-Built Drawings;

19.4.1.10. Erroneous estimates by the Contractor of the value of the Work performed, or other false statements in an Application for Payment;

19.4.1.11. Unauthorized deviations from the Contract Documents;

19.4.1.12. Failure of the Contractor to perform the Work in a timely manner in compliance with the Construction Schedule, established progress schedules, and/or completion dates;

19.4.1.13. If requested by the District, or the failure to provide to the DIR, certified payroll records acceptable to the District and the DIR for each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each Subcontractor in connection with the Work for the period of the Application for Payment;

19.4.1.14. Failure to properly pay prevailing wages as defined in Labor Code sections 1720 et seq. and/or failure to comply with any other Labor Code requirements;

19.4.1.15. Failure to properly maintain or clean up the Site;

19.4.1.16. Failure to timely indemnify, defend or hold harmless the District;

19.4.1.17. Any payments due to the District, including but not limited to payments for failed tests, utilities changes, or permits;

19.4.1.18. Failure to pay Subcontractor(s) or supplier(s) as required by law and by the Contract Documents;

19.4.1.19. Failure to pay any royalty, license or similar fees;

19.4.1.20. Failure of the Contractor to submit on a timely basis all Closeout Documentation in a manner and form that is proper, sufficient, and reasonably acceptable to the District, and to not cause a delay in the Completion or approval of the Project; or

19.4.1.21. Failure to perform any implementation and/or monitoring required by any SWPPP for the Project and/or the imposition of any penalties or fines imposed therefore against Contractor or District.

19.4.1.22. Payment is delayed due to an audit inquiry by the State, the County Office of Education, the County, or any entity with jurisdiction related to the Project.

19.4.1.23. Contractor is otherwise in breach, default or in substantial violation of any provision of the Contract;

19.4.2. Reallocation of Withheld Amounts

19.4.2.1. District may, in its discretion, apply any withheld amount to pay outstanding claims or obligations as defined herein. In so doing, District shall make such payments on behalf of Contractor. If any payment is so made by District, then that amount shall be considered a payment made pursuant to the Contract and District shall not be liable to Contractor for any payment made in good faith. These payments may be made without prior judicial determination of claim or obligation. District will render Contractor an accounting of funds disbursed on behalf of Contractor.

19.4.2.2. If Contractor defaults or neglects to perform the Work in accordance with the Contract Documents or fails to perform any provision thereof, District may, after **FORTY-EIGHT (48)** hours written notice to the Contractor and, without prejudice to any other remedy, make good such deficiencies. District shall adjust the total Contract Price by reducing the amount thereof by the cost of making good such deficiencies. If District deems it inexpedient to correct Work that is damaged, defective, or not done in accordance with Contract provisions, an equitable reduction in the Contract Price (of at least one hundred twenty-five percent (125%) of the estimated reasonable value of the nonconforming Work) shall be made therefor.

19.4.3. Payment After Cure

When Contractor cures the grounds for declining approval, payment shall be made for amounts so withheld. No interest shall be paid on any retention or amounts withheld due to the failure of the Contractor to perform in accordance with the terms and conditions of the Contract Documents.

19.5. Subcontractor Payments

19.5.1. Payments to Subcontractors. No later than seven (7) days after receipt, or pursuant to Business and Professions Code section 7108.5 and Public Contract Code section 7107, the Contractor shall pay to each Subcontractor, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled. Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to its Sub-subcontractors in a similar manner.

19.5.2. No Obligation of District for Subcontractor Payment. District shall have no obligation to pay, or to see to the payment of, money to a Subcontractor except as may otherwise be required by law.

19.5.3. Joint Checks. District shall have the right in its sole discretion, if necessary for the protection of the District, to issue joint checks made payable to the Contractor and Subcontractors and material or equipment suppliers. The joint check payees shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. In no event shall any joint check payment be construed to create any contract between the District and a Subcontractor of any tier, any obligation from the District to such Subcontractor, or rights in such Subcontractor against the District.

20. COMPLETION OF THE WORK

20.1. Completion

20.1.1. The Project may only be accepted by action of the governing board of the District.

20.1.2. District shall accept the Project and may have a Notice of Completion recorded when Project Completion has been achieved in accordance with the Contract Documents and to the satisfaction of District. For purposes of the payment of Retention, Completion is defined in Public Contract Code section 7107. For purposes of the timely filing of Stop Payment Notices, Completion is defined in California Civil Code section 9200, et seq.

20.1.3. Although there is no "substantial completion" for this Project, the District, at its sole option, may accept the Project and record a Notice of Completion when Project Completion has been completed to the satisfaction of District, except for minor corrective items, as distinguished from incomplete items. If Contractor fails to complete all minor corrective items within thirty-five (35) days after the date of the District's acceptance of the Project, District shall withhold from the final payment one hundred fifty percent (150%) of an estimate of the amount sufficient to complete the corrective items, as determined by District, until the item(s) are completed.

20.1.4. At the end of the thirty-five (35) day period, if there are any items remaining to be corrected, District may elect to proceed as provided herein related to adjustments to Contract Price, and/or District's right to perform the Work of the Contractor.

20.2. Closeout Procedures

20.2.1. Punch List

Contractor shall notify the Architect when Contractor considers the Work complete. Upon notification, Architect will prepare a list of minor items to be completed or corrected ("Punch List"). Contractor and/or its Subcontractors shall proceed promptly to complete and correct items on the Punch List. Failure to include an item on Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

20.2.2. Closeout Requirements

20.2.2.1. Utility Connections

Buildings shall be connected to water, gas, sewer, and electric services, complete and ready for use. Service connections shall be made and existing services reconnected.

20.2.2.2. As-Built Drawings

20.2.2.2.1. In addition to its requirement to provide monthly As-Built Drawings to the District, the Contractor shall provide a final set of As-Built Drawings, sometimes referred to as "Record Drawings," showing all of the Work as actually constructed upon Completion of the Project as indicated in the Specifications.

20.2.2.2.2. Contractor is liable and responsible for any and all inaccuracies in the As-Built Drawings, even if inaccuracies become evident at a future date.

20.2.2.2.3. Upon Completion of the Work and as a condition precedent to approval of final payment, Contractor shall obtain the Inspector's approval of the final set of As-Built Drawings.

20.2.2.3. Operations & Maintenance Manuals: Contractor shall prepare all operation and maintenance manuals and date as indicated in the Specifications.

20.2.2.4. Closeout Documentation: Contractor shall provide all Closeout Documentation, which shall include the following, without limitation:

20.2.2.4.1. A full set of final As-Built Drawings, as further defined herein.

20.2.2.4.2. All Operations & Maintenance Manuals and information, as further defined herein.

20.2.2.4.3. All Warranties, as further defined herein.

20.2.2.4.4. Verified report(s) for all scope(s) of work (DSA 6-C, Rev 03/22/13, or more recent revision if available).

20.3. Final Inspection

20.3.1. Contractor shall comply with Punch List procedures as provided herein, and maintain the presence of a Project Superintendent and Project Manager until the Punch List is complete to ensure proper and timely completion of the Punch List. Under no circumstances shall Contractor demobilize its forces prior to completion of the Punch List. Upon receipt of Contractor's written notice that all of the Punch List items have been fully completed and the Work is ready for final inspection and acceptance, Architect and Project Inspector will inspect the Work and shall submit to Contractor and District a final inspection report noting the Work, if any, required in order to complete in accordance with the Contract Documents. Absent unusual circumstances, this report shall consist of the Punch List items not yet satisfactorily completed.

20.3.2. Upon Contractor's completion of all items on the Punch List and any other uncompleted portions of the Work, the Contractor shall notify the District and Architect, who shall again inspect such Work. If the Architect finds the Work complete and acceptable under the Contract Documents, the Architect will notify Contractor, who shall then jointly submit to the Architect and the District its final Application for Payment.

20.3.3. Final Inspection Requirements

20.3.3.1. Before calling for final inspection, Contractor shall determine that the following have been performed:

20.3.3.1.1. The Work has been completed.

20.3.3.1.2. All life safety items are completed and in working order.

20.3.3.1.3. Mechanical and electrical Work are complete and tested, fixtures are in place, connected, and ready for tryout.

20.3.3.1.4. Electrical circuits scheduled in panels and disconnect switches labeled.

20.3.3.1.5. Painting and special finishes complete.

20.3.3.1.6. Doors complete with hardware, cleaned of protective film, relieved of sticking or binding, and in working order.

20.3.3.1.7. Tops and bottoms of doors sealed.

20.3.3.1.8. Floors waxed and polished as specified.

20.3.3.1.9. Broken glass replaced and glass cleaned.

20.3.3.1.10. Grounds cleared of Contractor's equipment, raked clean of debris, and trash removed from Site.

20.3.3.1.11. Work cleaned, free of stains, scratches, and other foreign matter, of damaged and broken material replaced.

20.3.3.1.12. Finished and decorative work shall have marks, dirt, and superfluous labels removed.

20.3.3.1.13. Final cleanup, as provided herein.

20.4. Costs of Multiple Inspections

More than two (2) requests of the District to make a final inspection shall be considered an additional service of District, Architect, Construction Manager, and/or Project Inspector, and all subsequent costs will be invoiced to Contractor and if funds are available, withheld from remaining payments.

20.5. Partial Occupancy or Use Prior to Completion

20.5.1. District's Rights to Occupancy. The District may occupy or use any completed or partially completed portion of the Work at any stage. Neither the District's Final Acceptance, the making of Final Payment, any provision in Contract Documents, nor the use or occupancy of the Work, in whole or in part, by District shall constitute acceptance of Work not in accordance with the Contract Documents nor relieve the Contractor or the Contractor's Performance Bond Surety from liability with respect to any warranties or responsibility for faulty or defective Work or materials, equipment and workmanship incorporated therein. The District and the Contractor shall agree in writing to the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents. Any dispute as to responsibilities shall be resolved pursuant to the Claims and Disputes provisions herein, with the added provision that during the dispute process, the District shall have the right to occupy or use any portion of the Work that it needs or desires to use.

20.5.2. Inspection Prior to Occupancy or Use. Immediately prior to partial occupancy or use, the District, the Contractor, and the Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

20.5.3. No Waiver. Unless otherwise agreed upon, partial or entire occupancy or use of a portion or portions of the Work shall not constitute beneficial occupancy or acceptance of the Work not complying with the requirements of the Contract Documents.

21. FINAL PAYMENT AND RETENTION

21.1. Final Payment

21.1.1. Upon receipt and approval of a valid and final Application for Payment, the Architect will issue a final Certificate of Payment or similar document indicating Architect's agreement that the Project has reached Completion. The District shall thereupon jointly inspect the Work and either accept the Work as complete or notify the Architect and the Contractor in writing of reasons why the Work has not reached Completion to the satisfaction of the District.

21.1.2. Upon acceptance of the Work of the Contractor as having reached Completion to the satisfaction of the District (that, absent unusual circumstances, will occur when the Punch List items have been satisfactorily completed), the District may record a Notice of Completion with the County Recorder, and the Contractor shall, upon receipt of final payment from the District, pay all the amount(s) due to its Subcontractors.

21.2. Prerequisites for Final Payment

The following conditions must be fulfilled prior to Final Payment:

21.2.1. A full and final waiver or release of all stop notices and stop payment notices in connection with the Work shall be submitted by Contractor, including a release of stop notice or stop payment notice in recordable form, together with (to the extent permitted by law) a copy of the full and final release of all stop notice or stop payment notice rights.

21.2.2. A duly completed and executed conditional waiver and release upon final payment compliant with Civil Code section 8136 from each subcontractor of any tier and supplier to be paid from the current progress payment;

21.2.3. A duly completed and executed unconditional waiver and release upon final payment compliant with Civil Code section 8138 from each subcontractor of any tier and supplier that was paid from the previous progress payment; and

21.2.4. Contractor shall have made all corrections to the Work that are required to remedy any defects therein, to obtain compliance with the Contract Documents or any requirements of applicable codes and ordinances, or to fulfill any of the orders or directions of District required under the Contract Documents.

21.2.5. Each Subcontractor shall have delivered to the Contractor all written guarantees, warranties, applications, and bonds required by the Contract Documents for its portion of the Work.

21.2.6. Contractor must have completed all requirements set forth under "Closeout Procedures," including, without limitation, submission of an approved set of complete Record Drawings.

21.2.7. Architect shall have issued its written approval that final payment can be made.

21.2.8. Contractor shall have delivered to the District all manuals and materials required by the Contract Documents.

21.2.9. Contractor shall have completed final clean up as provided herein.

21.3. Retention

21.3.1. The retention, less any amounts disputed by the District or that the District has the right to withhold pursuant to provisions herein, shall be paid:

21.3.1.1. After approval of the District by the Architect's Certificate of Payment;

21.3.1.2. After the satisfaction of the conditions set forth herein;

21.3.1.3. Within sixty (60) days after Completion;

21.3.1.4. No earlier than thirty-five (35) days of the recording of the Notice of Completion by District, if a Notice of Completion is recorded by the District.

21.3.2. No interest shall be paid on any retention, or on any amounts withheld due to a failure of the Contractor to perform, in accordance with the terms and conditions of the Contract Documents, except as provided to the contrary in any Escrow Agreement between the District and the Contractor pursuant to Public Contract Code section 22300.

21.4. Substitution of Securities

The District will permit the substitution of securities in accordance with the provisions of Public Contract Code section 22300.

22. UNCOVERING OF WORK

If a portion of the Work is covered without Inspector or Architect approval or not in compliance with the Contract Documents, it must, if required in writing by the District, the Project Inspector, or the Architect, be uncovered for the Project Inspector's or the Architect's observation and be replaced at the Contractor's expense without change in the Contract Price or Contract Time.

23. NONCONFORMING WORK AND CORRECTION OF WORK

23.1. Nonconforming Work

23.1.1. Contractor shall promptly remove from Premises all Work identified by District as failing to conform to the Contract Documents whether incorporated or not. Contractor shall promptly replace and re-execute its own Work to comply with the Contract Documents without additional expense to the District and shall bear the expense of making good all work of other contractors destroyed or damaged by any removal or replacement pursuant hereto and/or any delays to the District or other Contractors caused thereby.

23.1.2. If Contractor does not remove Work that District has identified as failing to conform to the Contract Documents within a reasonable time, not to exceed **FORTY-EIGHT (48)** hours, District may remove it and may store any material at Contractor's expense. If Contractor does not pay expense(s) of that removal within ten (10) days' time thereafter, District may, upon ten (10) days' written notice, sell any material at auction or at private sale and shall deduct all costs and expenses incurred by the District and/or District may withhold those amounts from payment(s) to Contractor.

23.2. Correction of Work

23.2.1. Correction of Rejected Work. Pursuant to the notice provisions herein, the Contractor shall promptly correct the Work rejected by the District, the Architect, or the Project Inspector as failing to conform to the requirements of the Contract Documents, whether observed before or after Completion and whether or not fabricated, installed, or completed. The Contractor shall bear costs of correcting the rejected Work, including additional testing, inspections, and compensation for the Inspector's or the Architect's services and expenses made necessary thereby.

23.2.2. One-Year Warranty Corrections. If, within one (1) year after the date of Completion of the Work or a designated portion thereof, or after the date for commencement of warranties established hereunder, or by the terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the District to do so. This period of one (1) year

shall be extended with respect to portions of the Work first performed after Completion by the period of time between Completion and the actual performance of the Work. This obligation hereunder shall survive acceptance of the Work under the Contract and termination of the Contract. The District shall give such notice promptly after discovery of the condition.

23.3. District's Right to Perform Work

23.3.1. If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, after **FORTY-EIGHT (48)** hours written notice to the Contractor, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

23.3.2. If it is found at any time, before or after Completion of the Work, that Contractor has varied from the Drawings and/or Specifications, including, but not limited to, variation in material, quality, form, or finish, or in the amount or value of the materials and labor used, District may require at its option:

23.3.2.1. That all such improper Work be removed, remade or replaced, and all work disturbed by these changes be made good by Contractor at no additional cost to the District;

23.3.2.2. That the District deduct from any amount due Contractor the sum of money equivalent to the difference in value between the work performed and that called for by the Drawings and Specifications; or

23.3.2.3. That the District exercise any other remedy it may have at law or under the Contract Documents, including but not limited to the District hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the District shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or District may withhold those amounts from payment(s) to Contractor.

24. TERMINATION AND SUSPENSION

24.1. District's Right to Terminate Contractor for Cause

24.1.1. Grounds for Termination. The District, in its sole discretion, may terminate the Contract and/or terminate the Contractor's right to perform the work of the Contract based upon the following:

24.1.1.1. Contractor refuses or fails to execute the Work or any separable part thereof with sufficient diligence as will ensure its completion within the time specified or any extension thereof, or

24.1.1.2. Contractor fails to complete said Work within the time specified or any extension thereof, or

24.1.1.3. Contractor persistently fails or refused to perform Work or provide material of sufficient quality as to be in compliance with Contract Documents; or

24.1.1.4. Contractor files a petition for relief as a debtor, or a petition is filed against the Contractor without its consent, and the petition not dismissed within sixty (60) days; or

24.1.1.5. Contractor makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency; or

24.1.1.6. Contractor persistently or repeatedly refuses fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the Work in the time specified; or

24.1.1.7. Contractor fails to make prompt payment to Subcontractors, or for material, or for labor; or

24.1.1.8. Contractor persistently disregards laws, or ordinances, or instructions of District; or

24.1.1.9. Contractor fails to supply labor, including that of Subcontractors, that can work in harmony with all other elements of labor employed or to be employed on the Work; or

24.1.1.10. Contractor or its Subcontractor(s) is/are otherwise in breach, default, or in substantial violation of any provision of this Contract.

24.1.2. Notification of Termination

24.1.2.1. Upon the occurrence at District's sole determination of any of the above conditions, District may, without prejudice to any other right or remedy, serve written notice upon Contractor and its Surety of District's termination of this Contract and/or the Contractor's right to perform the work of the Contract. This notice will contain the reasons for termination. Unless, within three (3) days after the service of the notice, any and all condition(s) shall cease, and any and all violation(s) shall cease, or arrangement satisfactory to District for the correction of the condition(s) and/or violation(s) be made, this Contract and/or the Contractor's right to perform the Work shall cease and terminate. Upon termination, Contractor shall not be entitled to receive any further payment until the entire Work is finished.

24.1.2.2. Upon termination, District may immediately serve written notice of tender upon Surety whereby Surety shall have the right to take over and perform this Contract only if Surety:

24.1.2.2.1. Within three (3) days after service upon it of the notice of tender, gives District written notice of Surety's intention to take over and perform this Contract; and

24.1.2.2.2. Commences performance of the Contract within three (3) days from date of serving of its notice to District.

24.1.2.3. If Surety fails to notify District or begin performance as indicated herein, District may take over the Work and execute the Work to completion by any method it may deem advisable at the expense of Contractor and/or its Surety. Contractor and/or its Surety shall be liable to District for any excess cost or other damages the District incurs thereby. Time is of the essence in the Contract. If the District takes over the Work as herein provided, District may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plan, and other property belonging to Contractor as may be on the Site of the Work, in bonded storage, or previously paid for.

24.1.3. Effect of Termination

24.1.3.1. Contractor shall, only if ordered to do so by the District, immediately remove from the Site all or any materials and personal property belonging to Contractor that have not been incorporated in the construction of the Work, or which are not in place in the Work. District retains the right, but not the obligation, to keep and use any materials and personal property belonging to Contractor that have not been incorporated in the construction of the Work, or which are not in place in the Work. Contractor and its Surety shall be liable upon the performance bond for all damages caused the District by reason of the Contractor's failure to complete the Contract.

24.1.3.2. In the event that the District shall perform any portion of, or the whole of the Work, pursuant to the provisions of the General Conditions, the District shall not be liable nor account to the Contractor in any way for the time within which, or the manner in which, the Work is performed by the District or for any changes the District may make in the Work or for the money expended by the District in satisfying claims and/or suits and/or other obligations in connection with the Work.

24.1.3.3. In the event that the Contract is terminated for any reason, no allowances or compensation will be granted for the loss of any anticipated profit by the Contractor or any impact or impairment of Contractor's bonding capacity.

24.1.3.4. If the expense to the District to finish the Work exceeds the unpaid Contract Price, Contractor and Surety shall pay difference to District within twenty-one (21) days of District's request.

24.1.3.5. District shall have the right (but shall have no obligation) to assume and/or assign to a general contractor or construction manager or other third party who is qualified and has sufficient resources to complete the Work, the rights of the Contractor under its subcontracts with any or all Subcontractors. In the event of an assumption or assignment by the District, no Subcontractor shall have any claim against the District or third party for Work performed by Subcontractor or other matters arising prior to termination of the Contract. The District or any third party, as the case may be, shall be liable only for obligations to the Subcontractor arising after assumption or assignment. Should the District so elect, the Contractor shall execute and deliver all documents and take all steps, including the legal assignment of its contractual rights, as the District may require, for the purpose of fully vesting in the District the rights and benefits of it Subcontractor under Subcontracts or other obligations or commitments. All payments due the Contractor hereunder shall be subject to a right of offset by the District for expenses and damages suffered by the District as a result of any default, acts, or omissions of the Contractor. Contractor must include this assignment provision in all of its contracts with its Subcontractors.

24.1.3.6. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to District.

24.2. <u>Emergency Termination of Public Contracts Act of 1949</u>

24.2.1. The Contract is subject to termination as provided by sections 4410 and 4411 of the Government Code of the State of California, being a portion of the Emergency Termination of Public Contracts Act of 1949.

24.2.1.1. Section 4410 of the Government Code states:

> In the event a national emergency occurs, and public work, being performed by contract, is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor, as the result of an order or a proclamation of the President of the United States, or of an order of any federal authority, and the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work, then the public agency and the contractor may, by written agreement, terminate said contract.

24.2.1.2. Section 4411 of the Government Code states:

> Such an agreement shall include the terms and conditions of the termination of the contract and provision for the payment of compensation or money, if any, which either party shall pay to the other or any other person, under the facts and circumstances in the case.

24.2.2. Compensation to the Contractor shall be determined at the sole discretion of District on the basis of the reasonable value of the Work done, including preparatory work. As an exception to the foregoing and at the District's discretion, in the case of any fully completed separate item or portion of the Work for which there is a separate previously submitted unit price or item on the accepted Schedule of Values, that price shall control. District, in its sole discretion, may adopt the Contract Price as the reasonable value of the Work performed or any portion thereof.

24.3. <u>Termination of Contractor for Convenience</u>

24.3.1. District in its sole discretion may terminate the Contract upon three (3) days written notice to the Contractor. Under a termination for convenience, the District retains the right to all the options available to the District if there is a termination for cause. In case of a termination for convenience, Contractor shall have no claims against the District except:

24.3.1.1. The actual cost for labor, materials, and services performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise, and

24.3.1.2. Five percent (5%) of the total cost of work performed as of the date of termination, or five percent (5%) of the value of the Work yet to be performed, whichever is less. This five percent (5%) amount shall be full compensation for all Contractor's and its Subcontractor(s)' mobilization and/or demobilization costs and any anticipated loss profits resulting from termination of the Contractor for convenience.

24.4. Suspension of Work

24.4.1. District may, without cause, order Contractor in writing to suspend, delay or interrupt the Project in whole or in part for such period of time as District may determine. When the District resumes the Project, the Parties will attempt to negotiate an adjustment in the Contract Price for increases or decreases in the cost of performance of the Project caused by suspense, delay or interruption. If the parties cannot agree on an adjusted Contract Price, the District may terminate the Contract as permitted herein.

24.4.2. In the event that the District exercises this option, the District shall pay for any and all Work and materials completed or delivered onto the Site for which value is received, and the value of any and all Work then in progress and orders actually placed which cannot be canceled up to the date of notice of termination. The value of work and materials paid for shall include a factor of six percent (6%) for the Contractor's overhead and profit and there shall be no other costs or expenses paid to Contractor. All work, materials and orders paid for pursuant to this provision shall become the property of the District.

24.5. Scope Reduction

In cases of suspension, partial or complete termination, or at the discretion of the District, the District reserves the right to unilaterally approve a deductive Change Order to reduce scope of work or perform work with other forces or its own forces.

25. DISPUTES AND CLAIMS

25.1. Performance during Dispute and Claim Resolution Process.

The Contractor shall diligently proceed with Work on the Project at the same time that Disputes and Claims are addressed under this Article. It is the intent of District to resolve Disputes with the Contractor as close to the events giving rise to the Disputes as possible, and to avoid stale or late Claims and the late documenting of Claims. Contractor's failure to diligently proceed in accordance with the District's instructions or the Contract terms will be considered a material breach of this Agreement and a waiver of Contractor's rights under this Agreement.

25.2. Waiver.

If Contractor fails to timely submit any written notices required under the terms of the Contract or in this Disputes and Claims section, Contractor waives and releases its rights regarding further review of its Dispute or Claim, unless Contractor and District mutually agree in writing to other time limits.

25.3. Intention.

The Dispute and Claims Resolution Process required herein are intended to provide a concise mechanism for resolving Disputes and Claims as they arise during the Project, while requiring accurate documentation related to contested issues as to those Disputes and Claims that are not contemporaneously resolved.

25.4. Exclusive Remedy.

Compliance with the notice provisions of the Contract as well as the claim submission procedures described in this Disputes and Claims section is an express condition precedent to Contractor's right to commence litigation, file a claim under the California Government Code, or commence any other legal action. The Contractor cannot bring assert or bring any Claim in any Government Code claim or subsequent legal action until that Claim has gone through the Dispute and Claims Resolution Process herein. The District hereby exercises the power conferred upon it by Government Code Sections 930.2 and 930.4 to augment claims presentation procedures and create its own Dispute and Claims Resolution Process as an exclusive remedy as indicated in this Disputes and Claims section.

25.5. Other Provisions.

If portions of the Contract, other than this Disputes and Claims section establish a specific process regarding a specific subject, then that process shall govern and control the resolutions of any disagreements thereunder. Otherwise, the provisions in this Disputes and Claims section shall control the resolution of all Disputes and Claims.

25.6. Subcontractors.

Contractor is responsible for providing this Disputes and Claims section to its Subcontractors and for ensuring that all Subcontractors or others who may assert Claims by and through Subcontractors and/or the Contractor are informed of the Dispute and Claims resolution process in this Disputes and Claims section. No Claim submitted by any party that fails to follow the provisions of this Disputes and Claims section will be considered. Contractor shall indemnify, keep and hold harmless the District and its consultants, against all suits, claims, damages, losses, and expenses, including but not limited to attorney's fees, caused by, arising out of, resulting from, or incidental to, the failure to provide this Disputes and Claims section to its Subcontractors or others who may assert Claims by and through Subcontractors and/or the Contractor.

25.7. Dispute and Claim Resolution Process

25.7.1. Dispute: A Dispute is a written demand by Contractor or by Subcontractor(s) or others who make a demand or request by and through Contractor during performance of the Work for an adjustment of the Contract Time, Contract Price, interpretation of the Contract Documents, or other relief with respect to the Contract Documents for which Contractor has previously provided written notice to the District pursuant to the terms of the Contract which remain unresolved. A PCO may be a Dispute, but the Parties agree that a PCO shall only be a Dispute if:

25.7.1.1. The District states in writing that it disagrees with the terms of a PCO and directs the Contractor to utilize the Dispute Resolution Process, or

25.7.1.2. The District rejects in whole or in part a PCO and the Contractor states in writing that it is utilizing the Dispute Resolution Process for the portion of the PCO that the District rejected.

25.7.2. Claim: A Claim is a Dispute that remains unresolved after conclusion of the Dispute Resolution Process identified below. Individual unresolved Disputes may be aggregated into one or more Claim(s).

25.7.3. Dispute Resolution Process (Not for Claims)

25.7.3.1. Identifying, Presenting and Documenting a Dispute

25.7.3.1.1. Every Dispute shall be stated with specificity in writing and signed by Contractor under penalty of perjury and presented to the District within ten (10) calendar days from the date Contractor discovers or reasonably should discover, that an act, error or omission of District, its agents or employees, or action, condition or other situation has occurred that may entitle Contractor to an adjustment of the Contract Price and/or Contract Time. Contractor shall provide this writing even if Contractor has not yet been damaged, delayed, or incurred extra cost when

Contractor discovers, or reasonably should discover, the act, error, omission, action, condition or situation giving rise to the incidents giving rise to the Dispute. The writing shall:

25.7.3.1.1.1. Identify all of the issues, events, conditions, circumstances and/or causes giving rise to the Dispute;

25.7.3.1.1.2. Identify all pertinent dates and/or durations and all actual and/or anticipated effects on the Contract Price, milestones and/or Contract Time adjustments; and

25.7.3.1.1.3. Identify in detail line-item costs if the Dispute seeks money.

25.7.3.1.1.4. If the Dispute involves extra work, a detailed cost breakdown of the amounts the Contractor is seeking, including actual cost records (including without limitation, payroll records, material and rental invoices and the like) demonstrating that those costs have actually been incurred. To the extent costs have not yet been incurred at the time the Dispute is submitted, actual cost records must be submitted on a current basis not less than once a week during any periods costs are incurred. A cost record will be considered current if submitted within seven (7) days of the date the cost reflected in the record is incurred. At the request of District, extra costs may be subject to further verification procedures (such as having an inspector verify the performance of alleged extra work on a daily basis).

25.7.3.1.1.5. If the Dispute involves an error or omission in the Contract Documents:

25.7.3.1.1.5.1. An affirmative representation under penalty of perjury by Contractor and any affected Subcontractors and suppliers that the error or omission was not discovered prior to submitting a proposal for the Work, and

25.7.3.1.1.5.2. A detailed statement demonstrating that the error or omission reasonably should not have been discovered, by Contractor, its Subcontractors and suppliers, prior to submitting a proposal for the Work.

25.7.3.1.1.6. Contractor shall not be entitled to compensation for escalation of materials costs unless Contractor demonstrates to the satisfaction of the District that such cost escalation is the result of unusual, unforeseeable market conditions, not the fault of the Contractor, and were not reasonably foreseeable at the time of the award of the Contract. Contractor shall provide evidence to District of the costs included in the Contract for those materials and that those costs were reasonable at the time and that Contractor timely ordered the materials at issue.

25.7.3.1.2. The writing shall be accompanied by all documents substantiating Contractor's position regarding the Dispute. A Dispute that asserts an effect on any schedule milestones and/or Contract Time shall include all pertinent scheduling data demonstrating the impact(s) on the critical path(s), milestone(s) and/or Contract Time.

25.7.3.1.3. Contractor acknowledges that its failure, for any reason, to give written notice (with supporting documentation to permit the District's review and evaluation) within the time frame required by the provisions in this Disputes and Claims section, or its actual or constructive knowledge of any instruction, request, Drawings, Specifications, action, condition, omission, default or other situation for which the Contractor believes there should an adjustment of the Contract Price or Contract Time shall be deemed Contractor's waiver, release, discharge and relinquishment of any right to assert, request, or demand any entitlement to an adjustment of the Contract Time or the Contract Price on account of any such instruction, request, Drawings, Specifications, action, condition, omission, default or other situation. Contractor further acknowledged that strict compliance with the requirements of the provisions in this Disputes and Claims section is an express condition precedent to Contractor's right to arbitrate or litigate a

claim. Contractor specifically agrees to assert no demands or claims in arbitration or litigation unless there has been strict compliance with the provisions in this Disputes and Claims section.

25.7.3.1.4. Architect's and/or Construction Manager's ("AE/CM") Initial Decision. The District's AE/CM shall issue a written decision regarding the Dispute to the Contractor within ten (10) calendar days of receipt of the written Dispute from the Contractor.

25.7.3.2. Meet and Confer

25.7.3.2.1. Where There Is No Agreement: If there is no agreement between Contractor and the AE/CM on a Contractor's Dispute, then within ten (10) calendar days of the date of the District's written decision in response to Contractor's Dispute or PCO, Contractor shall give written notice of its demand for a meet and confer meeting with District staff. A meet and confer meeting with District staff shall be a condition precedent to Contractor seeking any further relief, including a demand for review as indicated below, in connection with the District's rejection.

25.7.3.2.2. Where There Is Partial Agreement: If Contractor and the AE/CM partially agree on a Contractor's Dispute but do not reach complete agreement, then the AE/CM shall issue a written decision or prepare a Change Order, if applicable, for the issues and/or amounts agreed to. For those issues not agreed to, Contractor shall give written notice of its demand for a meet and confer meeting with District staff. A meet and confer meeting with District staff shall be a condition precedent to Contractor seeking any further relief, including a demand for review as indicated below, in connection with the District's rejection.

25.7.3.2.3. District and Contractor shall schedule the meet and confer meeting as soon as reasonably possible after Contractor's written notice of its demand for a meet and confer meeting.

25.7.3.3. Contractor's Demand for Review of Dispute

25.7.3.3.1. Contractor shall submit a written demand for review to the District with copy to the AE/CM, within ten (10) calendar days of the meet and confer meeting. The written demand for review shall include copies of all documentation the Contractor intends to rely upon in substantiating Contractor's position regarding the Dispute, including any supplementary documentation the Contractor deems appropriate for the District's consideration.

25.7.3.3.1.1. District's Written Decision. The District will review the Dispute and issue a written decision to Contractor within thirty (30) calendar days from the date the demand for review and supporting documentation are received by the District. The District has the option to meet with Contractor, or with Contractor and any other party, before issuing a decision.

25.7.3.3.1.2. If no decision is issued within thirty (30) days after the demand for review, the District will be deemed to have rejected Contractor's Dispute in its entirety, and Contractor shall proceed with the Claim Resolution Process below.

25.7.3.3.1.3. If the District's decision completely resolves the Dispute, the District will prepare and process a Change Order, if applicable, or proceed accordingly.

25.7.3.3.1.4. If the District rejects the Contractor's Dispute in whole or in part or does not issue a timely written response, and if Contractor ever intends to seek relief regarding the unresolved issues of the Dispute, then Contractor shall proceed with the Claim Resolution Process below.

25.7.3.3.1.5. Contractor's costs incurred in seeking relief for Disputes and Claims are not recoverable from District.

25.7.4. **Claim Resolution Process.**

25.7.4.1. If Contractor's Dispute has not been resolved during the Dispute Resolution Process, the Contractor shall submit within thirty (30) days of the District's written decision, a Claim with the required documentation set forth below for District's consideration.

25.7.4.2. Contractor shall furnish three (3) certified copies of the required Claim documentation. The Claim documentation shall be complete when furnished. The evaluation of Contractor's Claim will be based on District records and the Claim document furnished by Contractor.

25.7.4.3. Contractor's Claim documentation shall conform to generally accepted accounting principles and shall be in the following format:

25.7.4.3.1. General Introduction

25.7.4.3.2. General Background Discussion

25.7.4.3.3. Index of Issues (listed numerically)

25.7.4.3.4. For each issue, provide the following information and begin each issue on a new page:

25.7.4.3.4.1. Background

25.7.4.3.4.2. Chronology

25.7.4.3.4.3. Contractor's position including all reason(s) for District's potential liability

25.7.4.3.4.4. Supporting documentation of merit or entitlement

25.7.4.3.4.5. Supporting documentation of damages

25.7.4.3.5. All critical path method schedules, both as-planned, monthly updates, schedule revisions, and as-build along with the computer disks of all schedules related to the Claim.

25.7.4.3.6. Productivity exhibits (if appropriate)

25.7.4.3.7. Summary of Damages for each issue

25.7.4.4. Supporting documentation of merit or entitlement for each issue shall be cited by reference, photocopies, or explanation. Supporting documentation may include, but shall not be limited to the Contract Documents; correspondence; conference notes; shop drawings and submittals; shop drawing logs; survey books; inspection reports; delivery schedules; test reports; daily reports; subcontracts; fragmentary CPM schedules or time impact analyses; photographs; technical reports; requests for information; field instructions; and all other related records necessary to support the Contractor's Claim.

25.7.4.5. Supporting documentation of damages for each issue shall be cited, photocopied, or explained. Supporting documentation may include, but shall not be limited to, any or all documents related to the preparation and submission of the proposal; certified, detailed labor records, including labor distribution reports; material and equipment procurement records; construction equipment ownership costs records or rental records; job cost reports; Subcontractor or vendor files and cost records; service cost records; purchase orders; invoices; Project as-planned and as-built cost records; general ledger records; variance reports; accounting adjustment records; and any other accounting materials necessary to support the Contractor's Claim.

25.7.4.6. Contractor shall include in its Claim documents all issue items and information that Contractor contends are part of its Claim. Issues not included in the Claim documents shall not be considered.

25.7.4.7. Each copy of the Claim documentation shall be certified by a responsible officer of the Contractor in accordance with the requirements of the Contract Documents.

25.7.4.8. The District may withhold from a progress payment and/or the final payment an amount not to exceed 150 percent of the disputed amount. The District may, but is not obligated to, notify the Surety and request the Surety's assistance in resolving the controversy.

25.7.4.9. District's Written Decision. The District will render a written decision to the Contractor relative to the Claim. The District's written decision shall be final and binding on the party(ies). unless Contractor requests mediation pursuant to this subsection.

25.7.4.10. Mediation.

25.7.4.10.1. Within thirty (30) days after the District renders its written decision, the Contractor may request that the parties submit the Claim to mediation. This mediation is a mandatory step if the Contractor decides to pursue its Claim.

25.7.4.10.2. At the District's sole discretion, this mediation may be a multiple-party mediation with the Architect, the Construction Manager, the Inspector, and/or other District consultants.

25.7.4.10.3. Absent a request for mediation, the District's written decision is final and binding on the parties.

25.7.4.11. Litigation. If, after a mediation as indicated above, the parties have not resolved the Claim, the receiving party's decision made pursuant to mediation will be conclusive and binding regarding the Dispute unless the submitting party commences an action in a court of competent jurisdiction to contest such decision within ninety (90) days following the conclusion of such mediation or one (1) year following the accrual of the cause of action, whichever is later.

25.7.5. The District shall be entitled to remedy any false claims, as defined in California Government Code section 12650 *et seq.*, made to the District by the Contractor or any Subcontractor under the standards set forth in Government Code section 12650 *et seq.* Any Contractor or Subcontractor who submits a false claim shall be liable to the District for three times the amount of damages that the District sustains because of the false claim. A Contractor or Subcontractor who submits a false claim shall also be liable to the District for (a) the costs, including attorney fees, of a civil action brought to recover any of those penalties or damages, and (b) a civil penalty of up to $11,000 for each false claim.

25.8. Documentation of Resolution.

If a Claim is resolved, the District shall determine if that resolution shall be documented in an Agreement and Release of Any and All Claims form or other document, as appropriate.

25.9. Dispute and Claim Resolution Process – Non-Applicability.

The procedures and provisions in this Disputes and Claims section shall not apply to:

25.9.1. District's determination of what Work is or will be constructed, or whether the Work complies with the Contract Documents for purposes of accepting the Work;

25.9.2. District's rights and obligations as a public entity, such as, but without limitation, the revocation of pre-qualified or qualified status, barring a contractor from District contracts, the imposition of penalties or forfeitures prescribed by statute or regulation; provided, however, that penalties imposed against a public

entity by statutes such as Section 7107 of the Public Contract Code, shall be subject to the mandatory dispute resolution provisions of this Disputes and Claims section and the Contract;

25.9.3. Personal injury, wrongful death or property damage claims;

25.9.4. Latent defect or breach of warranty or guarantee to repair;

25.9.5. Stop notices or stop payment notices; or

25.9.6. Any other District rights as set forth herein.

26. LABOR, WAGE & HOUR, APPRENTICE AND RELATED PROVISIONS

26.1. Contractor & Subcontractor Registration

26.1.1. Contractor shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations. Labor Code section 1771.1(a) states the following:

> "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

26.1.2. Contractor acknowledges that, for purposes of Labor Code section 1725.5, all or some of the Work is a public work to which Labor Code section 1771 applies. Contractor shall comply with Labor Code section 1725.5, including without limitation the registration requirements. Additionally, all Contractor's Subcontractors shall comply with Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of the Contract. Contractor represents that all of its Subcontractors are registered pursuant to Labor Code section 1725.5.

26.1.3. The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall post job site notices, as prescribed by regulation. Contractor shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Project.

26.2. Wage Rates, Travel and Subsistence

26.2.1. Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, division 2, of the Labor Code of California, the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute this Contract are on file at the District's principal office and copies will be made available to any interested party on request. Contractor shall obtain and post a copy of these wage rates at the job site.

26.2.2. Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the above specified rate of per diem wages, unless otherwise specified. The holidays upon which those rates shall be paid need not be specified by the District, but shall be all holidays recognized in the applicable collective bargaining agreement. If the prevailing rate is not based on a collectively

bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code.

26.2.3. Contractor shall pay and shall cause to be paid each worker engaged in Work on the Project not less than the general prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations ("DIR") ("Director"), regardless of any contractual relationship which may be alleged to exist between Contractor or any Subcontractor and such workers.

26.2.4. If during the period this bid is required to remain open, the Director determines that there has been a change in any prevailing rate of per diem wages in the locality in which the Work under the Contract is to be performed, such change shall not alter the wage rates in the Notice to Bidders or the Contract subsequently awarded.

26.2.5. Pursuant to Labor Code section 1775, Contractor shall, as a penalty to District, forfeit the statutory amount, (currently not to exceed two hundred dollars ($200) for each calendar day, or portion thereof), for each worker paid less than the prevailing rates, as determined by the District and/or the Director, for the work or craft in which that worker is employed for any public work done under Contract by Contractor or by any Subcontractor under it.

26.2.5.1. The amount of the penalty shall not be less than forty dollars ($40) for each calendar day, or portion thereof, unless the failure of Contractor was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of Contractor.

26.2.5.2. The amount of the penalty shall not be less than eighty dollars ($80) for each calendar day or portion thereof, if Contractor has been assessed penalties within the previous three (3) years for failing to meet Contractor's prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

26.2.5.3. The amount of the penalty may not be less than one hundred twenty dollars ($120) for each calendar day, or portion thereof, if the Labor Commissioner determines the Contractor willfully violated Labor Code section 1775.

26.2.5.4. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by Contractor.

26.2.6. Any worker employed to perform Work on the Project, which Work is not covered by any classification listed in the general prevailing wage rate of per diem wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to Work to be performed by him, and such minimum wage rate shall be retroactive to time of initial employment of such person in such classification.

26.2.7. Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay, and apprenticeship or other training programs authorized by section 3093, and similar purposes.

26.2.8. Contractor shall post at appropriate conspicuous points on the Site of Project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned. In addition, Contractor shall post a sign-in log for all workers and visitors to the Site, a list of all subcontractors of any tier on the Site, and the required Equal Employment Opportunity poster(s).

26.3. <u>Hours of Work</u>

26.3.1. As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code, eight (8) hours of labor shall constitute a legal days work. The time of service of any worker employed at any time by Contractor or by any Subcontractor on any subcontract under this Contract upon

the Work or upon any part of the Work contemplated by this Contract shall be limited and restricted by Contractor to eight (8) hours per day, and forty (40) hours during any one week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, Work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

26.3.2. Contractor shall keep and shall cause each Subcontractor to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by Contractor in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of District and to the Division of Labor Standards Enforcement of the DIR.

26.3.3. Pursuant to Labor Code section 1813, Contractor shall as a penalty to the District forfeit the statutory amount (believed by the District to be currently twenty five dollars ($25)) for each worker employed in the execution of this Contract by Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code.

26.3.4. Any Work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to the District.

26.4. Payroll Records

26.4.1. If requested by the District, Contractor shall provide to the District and shall cause each Subcontractor performing any portion of the Work to provide the District and an accurate and certified payroll record ("CPR(s)"), showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each Subcontractor in connection with the Work.

26.4.1.1. In addition to any other requirements pursuant to Labor Code sections 1770, et seq., the CPRs enumerated hereunder shall be certified and shall be provided to the District on a weekly basis. The CPRs from the Contractor and each Subcontractor for each week shall be provided on or before Wednesday of the week following the week covered by the CPRs. District shall not make any payment to Contractor until:

26.4.1.1.1. Contractor and/or its Subcontractor(s) provide CPRs acceptable to the District, and

26.4.1.1.2. The District is given sufficient time to review and/or audit the CPRs to determine their acceptability. Any delay in Contractor and/or its Subcontractor(s) providing CPRs to the District in a timely manner will directly delay the District's review and/or audit of the CPRs and Contractor's payment.

26.4.2. All CPRs shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

26.4.2.1. A certified copy of an employee's CPR shall be made available for inspection or furnished to the employee or his/her authorized representative on request.

26.4.2.2. CPRs shall be made available for inspection or furnished upon request to a representative of District, Division of Labor Standards Enforcement, Division of Apprenticeship Standards, and/or the Department of Industrial Relations.

26.4.2.3. CPRs shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested CPRs have not been provided pursuant to the provisions herein, the requesting party shall, prior to being provided the records reimburse the costs of preparation by Contractor, Subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Contractor.

26.4.3. The form of certification for the CPRs shall be as follows:

I, _____ (Name-Print), the undersigned, am the _____ (Position in business) with the authority to act for and on behalf of _____ (Name of business and/or Contractor), certify under penalty of perjury that the records or copies thereof submitted and consisting of ____ _____ (Description, number of pages) are the originals or true, full, and correct copies of the originals which depict the payroll record(s) of actual disbursements by way of cash, check, or whatever form to the individual or individual named, and (b) we have complied with the requirements of sections 1771, 1811, and 1815 of the Labor Code for any work performed by our employees on the Project.

Date: _____ Signature: _____
(Section 16401 of Title 8 of the California Code of Regulations)

26.4.4. Each Contractor shall file a certified copy of the CPRs with the entity that requested the records within ten (10) days after receipt of a written request.

26.4.5. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by District, Division of Apprenticeship Standards, or Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Contractor awarded Contract or performing Contract shall not be marked or obliterated.

26.4.6. Contractor shall inform District of the location of the records enumerated hereunder, including the street address, city, and county, and shall, within five (5) working days, provide a notice of change of location and address.

26.4.7. In the event of noncompliance with the requirements of this section, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this section. Should noncompliance still be evident after the ten (10) day period, Contractor shall, as a penalty to District, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of Division of Apprenticeship Standards or Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

26.4.8. It shall be the responsibility of Contractor to ensure compliance with the provisions of Labor Code section 1776.

26.5. Apprentices

26.5.1. Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code section 1777.5, then this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of Contractor to ensure compliance with this Article and with Labor Code section 1777.5 for all apprenticeship occupations.

26.5.2. Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the Labor Code.

26.5.3. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he/she is employed, and shall be employed only at the work of the craft or trade to which she/he is registered.

26.5.4. Only apprentices, as defined in section 3077 of the Labor Code, who are in training under apprenticeship standards and written apprentice agreements under chapter 4 (commencing at section 3070), division 3, of the Labor Code, are eligible to be employed. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he/she is training.

26.5.5. Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractors employing workers in any apprenticeable craft or trade in performing any Work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or Subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the Work.

26.5.6. Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractor may be required to make contributions to the apprenticeship program.

26.5.7. If Contractor or Subcontractor willfully fails to comply with Labor Code section 1777.5, then, upon a determination of noncompliance by the Administrator of Apprenticeship, it shall:

26.5.7.1. Be denied the right to bid on any subsequent project for one (1) year from the date of such determination;

26.5.7.2. Forfeit as a penalty to District the full amount as stated in Labor Code section 1777.7. Interpretation and enforcement of these provisions shall be in accordance with the rules and procedures of the California Apprenticeship Council and under the authority of the Chief of the Division of Apprenticeship Standards.

26.5.8. Contractor and all Subcontractors shall comply with Labor Code section 1777.6, which section forbids certain discriminatory practices in the employment of apprentices.

26.5.9. Contractor shall become fully acquainted with the law regarding apprentices prior to commencement of the Work. Special attention is directed to sections 1777.5, 1777.6, and 1777.7 of the Labor Code, and title 8, California Code of Regulations, section 200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California 94102.

26.5.10. Contractor shall ensure compliance with all certification requirements for all workers on the Project including, without limitation, the requirements for electrician certification in Labor Code sections 108, et seq.

26.6. Non-Discrimination

26.6.1. Contractor herein agrees not to discriminate in its recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, national origin, ancestry, sex, age, or physical handicap in the performance of this Contract and to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246, and all administrative rules and regulations found to be applicable to Contractor and Subcontractor.

26.6.2. Special requirements for Federally Assisted Construction Contracts: During the performance of this Contract, Contractor agrees to incorporate in all subcontracts the provisions set forth in Chapter 60-1.4(b) of Title 41 published in Volume 33 No. 104 of the Federal Register dated May 28, 1968.

26.7. Labor First Aid

Contractor shall maintain emergency first aid treatment for Contractor's workers on the Project which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.) the California Occupational Safety and Health Act of 1973, and all related regulations, including without limitation section 330 et seq. of Title 8 of the California Code of Regulations.

27. MISCELLANEOUS

27.1. Assignment of Antitrust Actions

27.1.1. Section 7103.5(b) of the Public Contract Code states:

In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commending with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

27.1.2. Section 4552 of the Government Code states:

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

27.1.3. Section 4553 of the Government Code states:

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

27.1.4. Section 4554 of the Government Code states:

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

27.1.5. Under this Article, "public purchasing body" is District and "bidder" is Contractor.

27.2. Excise Taxes

If, under Federal Excise Tax Law, any transaction hereunder constitutes a sale on which a Federal Excise Tax is imposed and the sale is exempt from such Federal Excise Tax because it is a sale to a State or Local Government for its exclusive use, District, upon request, will execute documents necessary to show (1) that District is a political subdivision of the State for the purposes of such exemption, and (2) that the sale is for

the exclusive use of District. No Federal Excise Tax for such materials shall be included in any Contract Price.

27.3. Taxes

Contract Price is to include any and all applicable sales taxes or other taxes that may be due in accordance with section 7051 of the Revenue and Taxation Code; Regulation 1521 of the State Board of Equalization or any other tax code that may be applicable.

27.4. Shipments

All shipments must be F.O.B. destination to Site or sites, as indicated in the Contract Documents. There must be no charge for containers, packing, unpacking, drayage, or insurance. The total Contract Price shall be all inclusive (including sales tax) and no additional costs of any type will be considered.

27.5. Compliance with Government Reporting Requirements

If this Contract is subject to federal or other governmental reporting requirements because of federal or other governmental financing in whole or in part for the Project which it is part, or for any other reason, Contactor shall comply with those reporting requirements at the request of the District at no additional cost.

END OF DOCUMENT

GARDEN GROVE UNIFIED SCHOOL DISTRICT

10331 Stanford Avenue · Garden Grove, California 92840-6353
Phone: (714) 663-6000 · Fax: (714) 663-6100

BOARD OF EDUCATION
George West, Ed.D., *President*
Teri Rocco, *Vice President*
Bob Harden
Lan Quoc Nguyen
Linda Reed
SUPERINTENDENT
Gabriela Mafi, Ed.D.

August 29, 2016

Sean Khan, Melina Corona, Ira Peppers
Sean Khan Consulting Company dba SKC Company
13617 12th Street, Unit B
Chino, CA 91710

Re: **Bid No. 1512**

For: **District Wide Rental and/or Purchase of Relocatable Modular Buildings**

Ladies and Gentlemen:

Your bids for the following categories were accepted by the Board of Education at its regularly scheduled meeting of August 9, 2016.

Categories: Purchase-Used A-1 through B-5; B7 through C-5; C-7 through C10; D-5, D-6, D-7, D-10
Rental-New A-1 through D-3, D-5 through D-10
Rental-Used A-1 through A-7; B-2, B-3, B-5, B-7 through D-3; D-5, D-6, D-7, D-10

We appreciate your bidding on our advertised purchasing requirements and we are pleased that you were a successful bidder.

The District agreement will be mailed under separate cover, and subsequent purchase order(s) will be issued at a later date.

Sincerely,

Connie Cross

Connie Cross
Assistant Director of Business Services

CC:ng

6. BUSINESS

Agenda Item 6 – G: Accept Bid No. 1512 – District Wide Rental and/or Purchase of Relocatable Modular Buildings

Bids were received from four vendors for rental and/or purchase of relocatable modular buildings. One vendor was deemed non-responsive. Purchase contracts for new and used units will be awarded based on lowest bid prices. Rental contracts will be awarded based on the lowest 9-month rental bid. Bid categories and descriptions are listed below.

The term of the contracts will be from September 1, 2016, through August 31, 2019. Final bid results are specified in the attached list (available in the Office of Business Services).

Category	Description	Category	Description	Category	Description	Category	Description
A-1	10x32 Toilet	B-1	12x40 Toilet D	C-1	24x40 F	D-1	48x40 A
A-2	10x32 Classroom	B-2	24x40 Toilet A	C-2	24x40 G	D-2	48x40 B
A-3	20x32 Classroom	B-3	24x40 Toilet B	C-3	24x40 H	D-3	48x40
A-4	30x32 Classroom	B-4	12x40 Classroom	C-4	24x40 I	D-4	Not Used
A-5	40x32 Classroom	B-5	12x40 Kitchen	C-5	36x40 A	D-5	60x40 A (24x40 & 36x40)
A-6	50x32 Classroom	B-6	12x40 A	C-6	36x40 B	D-6	60x40 B (24x40 & 36x40)
A-7	60x32 Classroom	B-7	24x40 B	C-7	36x40 C	D-7	72x40 (36x40 & 36x40)
A-8	12x40 Toilet A	B-8	24x40 C	C-8	36x40 D	D-8	24x60 A
A-9	12x40 Toilet B	B-9	24x40 D	C-9	36x40 E	D-9	24x60 B
A-10	12x40 Toilet C	B-10	24x40 E	C-10	36x40 F	D-10	48x60

It is recommended that the Board accept the bids from McGrath Rent Corp., dba Mobile Modular Management Corp., Sean Khan Consulting Company, Inc., dba SKC Company, and Silver Creek Industries, Inc., as the most qualified respondents meeting the specifications, terms, and conditions of Bid No. 1512.

On motion of Trustee _____, seconded by Trustee _____, and _____, the Board of Education accepted the bids from McGrath Rent Corp., dba Mobile Modular Management Corp., Sean Khan Consulting Company, Inc., dba SKC Company, and Silver Creek Industries, Inc., as the most qualified respondents meeting the specifications, terms, and conditions of Bid No. 1512.

GARDEN GROVE UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF EDUCATION
10331 STANFORD AVENUE
GARDEN GROVE, CALIFORNIA

August 9, 2016

Governing Board Members Present	Arrived	Left
George West, President	5:30 p.m.	_____
Teri Rocco, Vice President/Clerk	5:30 p.m.	_____
Bob Harden	5:30 p.m.	_____
Linda Reed	5:30 p.m.	_____

Governing Board Members Absent
Lan Q. Nguyen

Chairperson West opened closed session at 5:30 p.m. to receive comments from the public limited to the item described herein. There were no comments from the public and closed session commenced at 5:34 p.m. to discuss with the Superintendent's evaluation with the Superintendent (Government Code Section 54957). No action was taken in closed session. Closed session was adjourned at 6:45 p.m.

Closed Session

The meeting was called to order by Chairperson West at 7:00 p.m. followed by the Pledge of Allegiance.

Call to Order

Trustee Nguyen was absent from the meeting due to personal business.

Information Items

A moment of silence was held for Ray Johnson, retired teacher and coach, and for John Jenkins, retired teacher, both of whom passed away recently.

Hearing no comments or corrections and with the roll call vote noted below, Chairperson West declared the Minutes of the July 19, 2016, Regular Board Meeting approved as submitted.

Minutes Approved

AYES: Harden, Reed, Rocco NOES: None ABSTAIN: West ABSENT: Nguyen

Roll Call Votes – Minutes

Chairperson West opened the public hearing pursuant to Education Code Sections 60119, 60605, and 33126 related to the determination and certification that each pupil in the district has sufficient textbooks or instructional materials that are aligned to content standards adopted pursuant to Education Code Sections 60605 and 33126 in each subject as appropriate, and that they are consistent with the content and cycles of the curriculum framework adopted by the State Board of Education. There were no comments from the public and the hearing was closed.

Public Hearing

On motion of Trustee Harden, seconded by Trustee Reed, and unanimously carried with the roll call vote noted below, the Board of Education approved the Memorandum of Understanding for the administration of the influenza vaccine and performance of certain administrative and promotional services by Kaiser Entities at district facilities to students who are enrolled in district schools or programs.

MOU Between Kaiser Entities and GGUSD
(27)

On motion of Trustee Harden, seconded by Trustee Reed, and unanimously carried with the roll call vote noted below, the Board of Education approved the Agreement between the County of Orange Health Care Agency and the Garden Grove Unified School District which has been established to provide continuation of educationally related mental health services to special education students who require residential placement services as determined by their IEP, from July 1, 2016, through June 30, 2017.

Agreement Between OC Mental Health Care Agency and GGUSD for Educationally Related Mental Health Services
(28)

On motion of Trustee Harden, seconded by Trustee Reed, and unanimously carried with the roll call vote noted below, the Board of Education approved the recommendation of the District Discipline Committee to expel Student No. 555753 for one calendar year.

Expulsion
(29)

AYES: Harden, Reed, Rocco, West NOES: None ABSENT: Nguyen

Roll Call Vote - Administration Items

On motion of Trustee Reed, seconded by Trustee Rocco, and unanimously carried with the roll call vote noted below, the Board of Education approved the Memorandum of Understanding between Garden Grove Unified School District, Orange Unified School District, Santa Ana Unified School District, and the Orange County Superintendent of Schools for the purposes of implementing the California Career Technical Education Incentive Grant program.

MOU Between OUSD, SAUSD, GGUSD, and the OC Superintendent of Schools for CA CTE Incentive Grant
(30)

On motion of Trustee Reed, seconded by Trustee Rocco, and unanimously carried with the roll call vote noted below, the Board of Education approved Connie Van Luit, Director of Adult and Alternative Education, to serve as the official representative member for the Garden Grove Unified School District on the three consortia for the 2016-17 fiscal year.

2016-17 GGUSD Representative to Rancho Santiago, Coast College, and North Orange County Adult Education Consortia
(31)

On motion of Trustee Reed, seconded by Trustee Rocco, and unanimously carried with the roll call vote noted below, the Board of Education granted permission to offer the College Board's Early Participation Program PSAT/NMSQT to district 10th and 11th grade students for the 2016-17 school year, at a cost of $75,240.

College Board's Early Participation Program PSAT/NMSQT (32)

On motion of Trustee Reed, seconded by Trustee Rocco, and unanimously carried with the roll call vote noted below, the Board of Education extended approval to any district high school athletic team or individual athlete qualifying for a C.I.F. sanctioned post-season competition to participate in those events during the 2016-17 school year, even if such events require overnight stays.

C.I.F. Sanctioned Post-Season Competition (33)

On motion of Trustee Reed, seconded by Trustee Rocco, and unanimously carried with the roll call vote noted below, the Board of Education approved participation in the Art Masters, Inc. instructional art programs at various elementary school sites for the school year 2016-17.

Art Masters, Inc. (34)

AYES: Harden, Reed, Rocco, West NOES: None ABSENT: Nguyen

Programs and Instruction Items

On motion of Trustee Rocco, seconded by Trustee Harden, and unanimously carried with the roll call vote noted below, the Board of Education adopted Resolution No. 7 which certifies that for the 2016-17 fiscal year each pupil in each school will be provided sufficient textbooks and instructional materials in each subject that are consistent with the content and cycles of the curriculum framework adopted by the state board.

Resolution No. 7 – Availability and Certification of 2016-17 Textbooks and Instructional Materials (35)

On motion of Trustee Rocco, seconded by Trustee Harden, and unanimously carried with the roll call vote noted below, the Board of Education adopted Resolution No. 8 which authorizes the ordering of an election to authorize the issuance of school bonds, establishes specifications of the election order, and requests consolidation with other elections occurring on November 8, 2016.

Resolution No. 8 – Ordering of Election to Authorize Issuance of School Bonds (36)

On motion of Trustee Rocco, seconded by Trustee Harden, and unanimously carried with the roll call vote noted below, the Board of Education adopted Resolution No. 9 which designates Rick Nakano, Assistant Superintendent of Business Services, as the authorized representative or designee for the district in carrying out the district's responsibilities under the assistance agreement with the State Water Resources Control Board.

Resolution No. 9 – Agreement with State of CA and Designation of Representative for DROP at BGHS, LAHS, and SHS (37)

On motion of Trustee Rocco, seconded by Trustee Harden, and unanimously carried with the roll call vote noted below, the Board of Education approved acceptance of the completion of the Hazard Elementary School roof replacement buildings C, D, and E project as completed by Thompson Roof Co. Inc., in accordance with specifications, terms, and conditions of CUPCCAA Informal Bid No. 16-116; and that the Notice of Completion be signed and filed, and the invoices processed for payment.

Accept Completion of Hazard Roof Replacement Building C, D, and E Project (38)

On motion of Trustee Rocco, seconded by Trustee Harden, and unanimously carried with the roll call vote noted below, the Board of Education accepted the price increases from Veritiv for the color copy paper from $3.50 to $3.61 for items #107-112, $6.45 to $6.64 for item #142, and $4.97 to $5.12 for items #146-149.

Accept Bid No. 1503 – Office and Instructional Supplies and Price Increases (39)

On motion of Trustee Rocco, seconded by Trustee Harden, and unanimously carried with the roll call vote noted below, the Board of Education accepted the price increase from Veritiv for copy paper, 8½ x 11, 20# white, 92 brightness, 500 sheets per ream from $2.387 per ream to $2.46 per ream.

Accept Bid No. 1504 – Copy Paper for Warehouse Stock Price Increases (40)

On motion of Trustee Rocco, seconded by Trustee Harden, and unanimously carried with the roll call vote noted below, the Board of Education accepted the bids from McGrath Rent Corp., dba Mobile Modular Management Corp., Sean Khan Consulting Company, Inc., dba SKC Company, and Silver Creek Industries, Inc., as the most qualified respondents meeting the specifications, terms, and conditions of Bid No. 1512.

Accept Bid No. 1512 – District-Wide Rental and/or Purchase of Relocatable Modular Buildings (41)

On motion of Trustee Rocco, seconded by Trustee Harden, and unanimously carried with the roll call vote noted below, the Board of Education approved the agreement with Burnham Benefits for consulting services to include legal and actuarial advisement, benefit plan design, funding analysis and compliance review effective September 1, 2016, through August 31, 2017.

Agreement for Employee Benefits Consulting and Brokerage Services (42)

On motion of Trustee Rocco, seconded by Trustee Harden, and unanimously carried with the roll call vote noted below, the Board of Education authorized the use of the Capistrano Unified School District Bid No. 1415-05 for the means to purchase fresh bakery and bread products from Galasso's Bakery.

Authorization to Use Capistrano USD Bid No. 1415-05 for Purchase of Bakery and Bread Products (43)

On motion of Trustee Rocco, seconded by Trustee Harden, and unanimously carried with the roll call vote noted below, the Board of Education authorized the use of the Temecula Valley, Lake Elsinore, and Murrieta unified school district's Request for Proposal No. P-022213 for the means to purchase fresh and processed produce from Gold Star Foods.

Authorization to Use Temecula Valley, Lake Elsinore, and Murrieta USDs RFP No. P-022213 for Purchase of Fresh Fruits/Process Produce Items (44)

On motion of Trustee Rocco, seconded by Trustee Harden, and unanimously carried with the roll call vote noted below, the Board of Education accepted the California Fresh Fruit and Vegetable Program Grant Award for 2016-17.

California Fresh Fruit and Vegetable Program Grant
(45)

On motion of Trustee Rocco, seconded by Trustee Harden, and unanimously carried with the roll call vote noted below, the Board of Education approved the extension of RFP No. 1404 with Cypress Private Services from August 1, 2016, through July 31, 2017, with no price increase.

Extend RFP No. 1404 – Unarmed Security Services
(46)

On motion of Trustee Rocco, seconded by Trustee Harden, and unanimously carried with the roll call vote noted below, the Board of Education approved the price structure for breakfast, lunch, and á la carte items for the 2016-17 school year effective September 1, 2016.

Food Service Prices 2016-17
(47)

On motion of Trustee Rocco, seconded by Trustee Harden, and unanimously carried with the roll call vote noted below, the Board of Education approved the use of ten district buses in the 58th Annual Bus Driver Training Institute and the State Southern Section Bus Drivers Skills competition in spring 2017, at a location to be determined.

Use of Ten District Buses for Bus Driver Skills Day
(48)

On motion of Trustee Rocco, seconded by Trustee Harden, and unanimously carried with the roll call vote noted below, the Board of Education rejected the claims from Alliance United Insurance on behalf of their insured Marisol Cortez for alleged property loss sustained on January 4, 2016, and from Ms. Alva Contreras, on behalf of her son, Isaiah, a second grade student at Heritage Elementary School at the time of the incident, for alleged personal injury sustained on January 15, 2016.

Rejection of Claims
(49)

On motion of Trustee Rocco, seconded by Trustee Harden, and unanimously carried with the roll call vote noted below, the Board of Education approved New Purchase Order Numbers: J72C1093 through J72C1127, J72F0102, J72F0103, J72F0104, J72L0030, J72L0031, J72M0314 through J72M0317, J72R6708, J72X0648, K72A0001 through K72A0031, K72A0033 through K72A0056, K72A0058 through K72A0069, K72C0001 through K72C0006, K72C0008 through K72C0049, K72C0051, K72F0001, K72F0003, K72F0005 through K72F0008, K72L0001 through K72L0011, K72M0001 through K72M0012, K72R0001 through K72R0391, K72R0393 through K72R0407, K72R0409 through K72R0477, K72R0479 through K72R0482, K72R0484 through K72R0504, K72R0506, K72R0508 through K72R0533, K72R0535 through K72R0582, K72R0584 through K72R0615, K72W0001 through K72W0321, K72X0002 through K72X0026, K72X0028 through K72X0031, K72X0033 through K72X0067, K72X0069 through K72X0093, K72X0095 through K72X0134, K72Y0001 through K72Y0009, K72Y0012 through K72Y0052; Changed Purchase Order Numbers: G72X0578, H72R3088, H72X0386, H72X0469, I72R4486, I72X0266, I72X0354, I72X0425, I72X0527, J72A0092, J72C1091, J72F0073, J72M0012, J72M0013, J72M0024, J72M0030, J72M0031, J72M0032, J72M0037, J72M0280, J72R0496, J72R1977, J72R2710, J72R3024, J72R3469, J72R4492, J72R4834, J72R5237, J72R5423, J72R5428, J72R5488, J72R5493, J72R5495, J72R6464, J72R6467, J72R6505, J72R6513, J72W0005, J72W0011, J72W0014, J72W0018, J72W0023, J72W0027, J72W0028, J72W0045, J72W0048, J72W0051, J72W0058, J72W0064, J72W0065, J72W0071, J72W0080, J72W0085, J72W0092, J72W0097, J72W0108, J72W0112, J72W0115, J72W0118, J72W0124, J72W0140, J72W0148, J72W0165, J72W0177, J72W0183, J72W0230, J72W0237, J72W0240, J72W0271, J72W0300, J72W0302, J72W0304, J72W0316, J72W0325, J72W0326, J72W0327, J72W0331, J72W0345, J72W0346, J72W0359, J72W0361, J72X0055, J72X0068, J72X0111, J72X0125, J72X0134, J72X0152, J72X0213, J72X0229, J72X0231, J72X0232, J72X0257, J72X0294, J72X0343, J72X0349, J72X0381, J72X0441, J72X0454, J72X0455, J72X0502, J72X0516, J72X0574, J72X0580, J72X0583, J72X0645, J72Y0009, J72Y0030; Canceled Purchase Order Numbers: I72R4418, K72X0001, K72X0027, K72X0032, totaling $57,773,313.90.
Check Numbers: 320667 through 321448, totaling $14,201,391.89.
Grand Total: $71,974,705.79.

Purchase Order and Checks
(50)

AYES: Harden, Reed, Rocco, West NOES: None ABSENT: Nguyen

Business Items

On motion of Trustee Harden, seconded by Trustee Reed, and unanimously carried with the roll call vote noted below, the Board of Education approved actions relating to certificated personnel, as recommended in Report No. 08/09/16-1.

Certificated Personnel Report
(51)

On motion of Trustee Harden, seconded by Trustee Reed, and unanimously carried with the roll call vote noted below, the Board of Education approved actions relating to classified personnel, as recommended in Report No. 08/09/16-1.

Classified Personnel Report
(52)

On motion of Trustee Harden, seconded by Trustee Reed, and unanimously carried with the roll call vote noted below, the Board of Education approved adjusting the longevity structure of certificated and classified management to align with changes to non-management groups, effective July 1, 2016.

Compression of Certificated Management Anniversary Increment Schedule and Addition of Classified Management Anniversary Increment
(53)

AYES: Harden, Reed, Rocco, West NOES: None ABSENT: Nguyen

Personnel Items

Trustee Reed commented that the recent district office lobby remodel is very well done; professional looking and welcoming.	Discussion – Board
Trustee Harden had no comments.	
Trustee Rocco commented on her attendance at the celebration day of the 7-12 Instructional Services Summer Institute Colloquium. She noted that teachers are real champions.	
Chairperson West had no comments.	
Future meetings will be September 6 and September 20, 2016.	Future Meetings
There being no other business, the meeting was adjourned at 7:16 p.m.	Adjournment

_____

Teri Rocco, Vice President/Clerk

DECLARATION OF PUBLICATION
(2015.5 C.C.P.)

THIS SPACE IS FOR THE COUNTY CLERK'S STAMP

STATE OF CALIFORNIA,)
COUNTY OF ORANGE)

I AM A CITIZEN OF THE UNITED STATES AND A RESIDENT OF THE AFORESAID COUNTY; I AM OVER THE AGE OF EIGHTEEN YEARS AND NOT A PARTY TO OR INTERESTED IN THE ABOVE ENTITLED MATTER. I AM THE PRINCIPLE CLERK OF THE **ORANGE COUNTY NEWS**, A NEWSPAPER OF GENERAL CIRCULATION PRINTED AND PUBLISHED **TWICE WEEKLY** IN THE CITY OF **GARDEN GROVE**, COUNTY OF ORANGE, WEST JUDICIAL DISTRICT, AND WHICH NEWSPAPER HAS BEEN ADJUDGED A NEWSPAPER OF GENERAL CIRCULATION BY THE SUPERIOR COURT OF THE COUNTY OF ORANGE, STATE OF CALIFORNIA, UNDER THE DATE OF **3/20/64** CASE **#A31502** THAT THE NOTICE, OF WHICH THE ANNEXED IS A PRINTED COPY, HAS BEEN PUBLISHED BY DISTRIBUTION IN EACH REGULAR AND ENTIRE ISSUE OF SAID NEWSPAPER AND NOT IN ANY SUPPLEMENT THEREOF ON THE FOLLOWING DATES, TO WIT:

May 13, 20,

all in the year
2016

I certify (or declare) under the penatly of perjury that the foregoing is true and correct.

signature

Date: May 20, 2016 , executed at GARDEN GROVE, California

NOTICE CALLING FOR BIDS
DISTRICT-WIDE RENTAL AND/OR PURCHASE OF
RELOCATABLE MODULAR BUILDINGS
BID No. 1512

District: Garden Grove Unified School District

Bid Deadline: Tuesday, May 31, 2016 at 11:00 AM

Place of Bid Receipt: Garden Grove Unified School District
Business Office
10331 Stanford Avenue
Garden Grove, California 92840

NOTICE IS HEREBY GIVEN that the Garden Grove Unified School District of Orange County, California, acting by and through its Board of Education, hereinafter referred to as "District," will receive up to, but not later than, the above stated bid deadline, sealed bids at the place identified above for the award of a contract for the above referenced bid.

The district is seeking proposals for DISTRICT-WIDE RENTAL AND/OR PURCHASE OF RELOCATABLE MODULAR BUILDINGS, Bid No. 1512, in accordance with Instructions, Conditions, and Specifications now on file in the Purchasing Department of said School District.

Time is of the essence. Each bid must conform and be responsive to the bid documents, which are on file in the Business Office. Bid documents are also available online at: WWW.GGUSD.US; printed copies are available upon request by contacting Connie Cross at (714) 663-6133. No bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of bids.

The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. The right is also reserved by the Board to select items which, in their opinion, will best serve the needs of the District.

Any and all questions shall be directed to the Business Office at (714) 663-6133.

Dated this 11th day of May, 2016.

GARDEN GROVE UNIFIED SCHOOL DISTRICT

By: _____
Connie Cross
Assistant Director of Business Services

Publication Dates: May 13, 2016 and May 20, 2016
Orange County News – PO J72V0012

Orange County News
16-51233
Publish May 13, 20, 2016

PROOF OF PUBLICATION

GARDEN GROVE UNIFIED SCHOOL DISTRICT
REGULAR BOARD MEETING AGENDA
August 9, 2016

6. BUSINESS

Agenda Item 6 – G: Accept Bid No. 1512 – District Wide Rental and/or Purchase of Relocatable Modular Buildings

Bids were received from four vendors for rental and/or purchase of relocatable modular buildings. One vendor was deemed non-responsive. Purchase contracts for new and used units will be awarded based on lowest bid prices. Rental contracts will be awarded based on the lowest 9-month rental bid. Bid categories and descriptions are listed below.

The term of the contracts will be from September 1, 2016, through August 31, 2019. Final bid results are specified in the attached list (available in the Office of Business Services).

Category	Description	Category	Description	Category	Description	Category	Description
A-1	10x32 Toilet	B-1	12x40 Toilet D	C-1	24x40 F	D-1	48x40 A
A-2	10x32 Classroom	B-2	24x40 Toilet A	C-2	24x40 G	D-2	48x40 B
A-3	20x32 Classroom	B-3	24x40 Toilet B	C-3	24x40 H	D-3	48x40
A-4	30x32 Classroom	B-4	12x40 Classroom	C-4	24x40 I	D-4	Not Used
A-5	40x32 Classroom	B-5	12x40 Kitchen	C-5	36x40 A	D-5	60x40 A (24x40 & 36x40)
A-6	50x32 Classroom	B-6	12x40 A	C-6	36x40 B	D-6	60x40 B (24x40 & 36x40)
A-7	60x32 Classroom	B-7	24x40 B	C-7	36x40 C	D-7	72x40 (36x40 & 36x40)
A-8	12x40 Toilet A	B-8	24x40 C	C-8	36x40 D	D-8	24x60 A
A-9	12x40 Toilet B	B-9	24x40 D	C-9	36x40 E	D-9	24x60 B
A-10	12x40 Toilet C	B-10	24x40 E	C-10	36x40 F	D-10	48x60

It is recommended that the Board accept the bids from McGrath Rent Corp., dba Mobile Modular Management Corp., Sean Khan Consulting Company, Inc., dba SKC Company, and Silver Creek Industries, Inc., as the most qualified respondents meeting the specifications, terms, and conditions of Bid No. 1512.

On motion of Trustee Rocco, seconded by Trustee Hardin, and Unanimously Carried, the Board of Education accepted the bids from McGrath Rent Corp., dba Mobile Modular Management Corp., Sean Khan Consulting Company, Inc., dba SKC Company, and Silver Creek Industries, Inc., as the most qualified respondents meeting the specifications, terms, and conditions of Bid No. 1512.

Revised 8/23/16 JoAnne

GARDEN GROVE UNIFIED SCHOOL DISTRICT
REGULAR BOARD MEETING AGENDA

August 9, 2016

Agenda Section: Business **Section No. 6**

Agenda Item: Accept Bid No. 1512 – District Wide Rental and/or Purchase of Relocatable Modular Buildings

Bids were received from four vendors for rental and/or purchase of relocatable modular buildings. One vendor was deemed non-responsive. Purchase contracts for new and used units will be awarded based on lowest bid prices. Rental contracts will be awarded based on the lowest 9-month rental bid. Bid categories and descriptions are listed below.

The term of the contracts will be from September 1, 2016 through August 31, 2019. Final bid results are specified in the attached list (available in the Office of Business Services).

Category	Description	Category	Description	Category	Description	Category	Description
A-1	10x32 Toilet	B-1	12x40 Toilet D	C-1	24x40 F	D-1	48x40 A
A-2	10x32 Classroom	B-2	24x40 Toilet A	C-2	24x40 G	D-2	48x40 B
A-3	20x32 Classroom	B-3	24x40 Toilet B	C-3	24x40 H	D-3	48x40
A-4	30x32 Classroom	B-4	12x40 Classroom	C-4	24x40 I	D-4	Not Used
A-5	40x32 Classroom	B-5	12x40 Kitchen	C-5	36x40 A	D-5	60x40 A (24x40 & 36x40)
A-6	50x32 Classroom	B-6	12x40 A	C-6	36x40 B	D-6	60x40 B (24x40 & 36x40)
A-7	60x32 Classroom	B-7	24x40 B	C-7	36x40 C	D-7	72x40 (36x40 & 36x40)
A-8	12x40 Toilet A	B-8	24x40 C	C-8	36x40 D	D-8	24x60 A
A-9	12x40 Toilet B	B-9	24x40 D	C-9	36x40 E	D-9	24x60 B
A-10	12x40 Toilet C	B-10	24x40 E	C-10	36x40 F	D-10	48x60

It is recommended that the Board accept the bids from McGrath Rent Corp., dba Mobile Modular Management Corp., Sean Khan Consulting Company, Inc., dba SKC Company, and Silver Creek Industries, Inc., as the most qualified respondents meeting the specifications, terms, and conditions of Bid No. 1512.

On motion of Trustee_____, seconded by Trustee_____, and_____, the Board of Education accepts the bids from McGrath Rent Corp., dba Mobile Modular Management Corp., Sean Khan Consulting Company, Inc., dba SKC Company, and Silver Creek Industries, Inc., as the most qualified respondents meeting the specifications, terms, and conditions of Bid No. 1512.

Originator:_____

Approved:_____
(Assistant/Associate Superintendent)

Agenda Item_____
Page_____ of_____
(Superintendent's Office Use)

GARDEN GROVE UNIFIED SCHOOL DISTRICT
BID NO. 1512 – DISTRICT-WIDE RENTAL AND/OR PURCHASE OF RELOCATABLE MODULAR BUILDINGS

Description	Category	Purchase-New	Bid Amount	Purchase-Used	Bid Amount	Rental-New	Bid Amount	Rental-Used	Bid Amount
10x32 Toilet	A-1	N/A	N/A	SKC Company	$ 60,000.00	SKC Company	$ 32,400.00	SKC Company	$ 28,413.00
10x32 Classroom	A-2	N/A	N/A	SKC Company	$ 30,000.00	SKC Company	$ 18,000.00	SKC Company	$ 16,200.00
20x32 Classroom	A-3	N/A	N/A	SKC Company	.	SKC Company	$ 55,800.00	SKC Company	$ 22,500.00
30x32 Classroom	A-4	N/A	N/A	SKC Company	$ 68,000.00	SKC Company	$ 36,000.00	SKC Company	$ 26,748.00
40x32 Classroom	A-5	N/A	N/A	SKC Company	$ 85,900.00	SKC Company	$ 50,400.00	SKC Company	$ 36,000.00
50x32 Classroom	A-6	N/A	N/A	SKC Company	$ 115,000.00	SKC Company	$ 57,150.00	SKC Company	$ 40,500.00
60x32 Classroom	A-7	N/A	N/A	SKC Company	$ 155,000.00	SKC Company	$ 70,200.00	SKC Company	$ 54,000.00
12x40 Toilet A	A-8	N/A	N/A	SKC Company	$ 68,500.00	SKC Company	$ 39,600.00	Mobile Modular	$ 21,491.00
12x40 Toilet B	A-9	N/A	N/A	SKC Company	$ 68,500.00	SKC Company	$ 36,000.00	Mobile Modular	$ 21,491.00
12x40 Toilet C	A-10	N/A	N/A	SKC Company	$ 68,500.00	SKC Company	$ 43,200.00	Mobile Modular	$ 21,491.00
12x40 Toilet D	B-1	Silver Creek	$ 86,573.00	SKC Company	$ 68,500.00	SKC Company	$ 43,560.00	Mobile Modular	$ 21,491.00
24x40 Toilet A	B-2	Silver Creek	$ 150,636.00	SKC Company	$ 138,000.00	SKC Company	$ 71,100.00	SKC Company	$ 54,000.00
24x40 Toilet B	B-3	Silver Creek	$ 165,461.00	SKC Company	$ 148,000.00	SKC Company	$ 74,700.00	SKC Company	$ 54,000.00
12x40 Classroom	B-4	Silver Creek	$ 41,614.00	SKC Company	$ 30,000.00	SKC Company	$ 20,700.00	Mobile Modular	$ 14,895.00
12x40 Kitchen	B-5	Silver Creek	$ 82,543.00	SKC Company	$ 75,600.00	SKC Company	$ 36,900.00	SKC Company	$ 20,250.00
12x40 A	B-6	Silver Creek	$ 65,178.00	Mobile Modular	$ 37,550.00	SKC Company	$ 31,500.00	Mobile Modular	$ 17,065.00
24x40 B	B-7	Silver Creek	$ 79,138.00	SKC Company	$ 40,000.00	SKC Company	$ 34,020.00	SKC Company	$ 21,897.00
24x40 C	B-8	Silver Creek	$ 72,504.00	SKC Company	$ 42,000.00	SKC Company	$ 34,200.00	SKC Company	$ 21,897.00
24x40 D	B-9	Silver Creek	$ 74,673.00	SKC Company	$ 38,000.00	SKC Company	$ 36,000.00	SKC Company	$ 20,997.00
24x40 E	B-10	Silver Creek	$ 102,696.00	SKC Company	$ 40,000.00	SKC Company	$ 50,400.00	SKC Company	$ 21,897.00
24x40 F	C-1	N/A	N/A	SKC Company	$ 40,000.00	SKC Company	$ 45,900.00	SKC Company	$ 21,897.00
24x40 G	C-2	N/A	N/A	SKC Company	$ 43,500.00	SKC Company	$ 64,800.00	SKC Company	$ 21,897.00
24x40 H	C-3	N/A	N/A	SKC Company	$ 100,850.00	SKC Company	$ 43,200.00	SKC Company	$ 36,000.00
24x40 I	C-4	N/A	N/A	SKC Company	$ 115,000.00	SKC Company	$ 58,500.00	SKC Company	$ 36,000.00
36x40 A	C-5	N/A	N/A	SKC Company	$ 75,000.00	SKC Company	$ 45,900.00	SKC Company	$ 23,247.00
36x40 B	C-6	N/A	N/A	Mobile Modular	$ 79,995.00	SKC Company	$ 51,300.00	SKC Company	$ 26,847.00
36x40 C	C-7	N/A	N/A	SKC Company	$ 135,000.00	SKC Company	$ 69,300.00	SKC Company	$ 31,050.00
36x40 D	C-8	N/A	N/A	SKC Company	$ 140,000.00	SKC Company	$ 70,200.00	SKC Company	$ 31,500.00
36x40 E	C-9	N/A	N/A	SKC Company	$ 175,000.00	SKC Company	$ 84,600.00	SKC Company	$ 67,500.00
36x40 F	C-10	N/A	N/A	SKC Company	$ 215,000.00	SKC Company	$ 106,200.00	SKC Company	$ 94,500.00
48x40 A	D-1	N/A	N/A	Mobile Modular	$ 92,437.00	SKC Company	$ 56,700.00	SKC Company	$ 28,854.00
48x40 B	D-2	N/A	N/A	Mobile Modular	$ 97,345.00	SKC Company	$ 59,850.00	SKC Company	$ 23,300.00
48x40	D-3	N/A	N/A	Mobile Modular	$ 99,794.00	SKC Company	$ 193,500.00	SKC Company	$ 36,000.00
Not Used	D-4								
60x40 A (24x40 & 36x40)	D-5	N/A	N/A	SKC Company	$ 185,000.00	SKC Company	$ 71,793.00	SKC Company	$ 108,000.00
60x40 B (24x40 & 36x40)	D-6	N/A	N/A	SKC Company	$ 140,000.00	SKC Company	$ 88,794.00	SKC Company	$ 85,500.00
72x40 (36x40 & 36x40)	D-7	N/A	N/A	SKC Company	$ 190,000.00	SKC Company	$ 105,300.00	SKC Company	$ 103,500.00
24x60 A	D-8	N/A	N/A	Mobile Modular	$ 69,350.00	SKC Company	$ 46,593.00	Mobile Modular	$ 22,351.00
24x60 B	D-9	N/A	N/A	Mobile Modular	$ 69,750.00	SKC Company	$ 46,593.00	Mobile Modular	$ 22,351.00
48x60	D-10	N/A	N/A	SKC Company	$ 185,000.00	SKC Company	$ 121,977.00	SKC Company	$ 85,500.00

GARDEN GROVE UNIFIED SCHOOL DISTRICT

BID NO. 1512 - DISTRICT-WIDE RENTAL AND/OR PURCHASE OF RELOCATABLE MODULAR BUILDINGS

Description	Category	Purchase-New	Bid Amount	Purchase-Used	Bid Amount	Rental-New	Bid Amount	Rental-Used	Bid Amount
10x32 Toilet	A-1	N/A	N/A	SKC Company ✓	$ 60,000.00	SKC Company ✓	$ 32,400.00	SKC Company ✓	$ 28,413.00
10x32 Classroom	A-2	N/A	N/A	SKC Company ✓	$ 30,000.00	SKC Company ✓	$ 18,000.00	SKC Company ✓	$ 16,200.00
20x32 Classroom	A-3	N/A	N/A	SKC Company ✓		SKC Company ✓	$ 55,800.00	SKC Company ✓	$ 22,500.00
30x32 Classroom	A-4	N/A	N/A	SKC Company ✓	$ 68,000.00	SKC Company ✓	$ 36,000.00	SKC Company ✓	$ 26,748.00
40x32 Classroom	A-5	N/A	N/A	SKC Company ✓	$ 85,900.00	SKC Company ✓	$ 50,400.00	SKC Company ✓	$ 36,000.00
50x32 Classroom	A-6	N/A	N/A	SKC Company ✓	$ 115,000.00	SKC Company ✓	$ 57,150.00	SKC Company ✓	$ 40,500.00
60x32 Classroom	A-7	N/A	N/A	SKC Company ✓	$ 155,000.00	SKC Company ✓	$ 70,200.00	SKC Company ✓	$ 54,000.00
12x40 Toilet A	A-8	N/A	N/A	SKC Company ✓	$ 68,500.00	SKC Company ✓	$ 39,600.00	Mobile Modular ✓	$ 21,491.00
12x40 Toilet B	A-9	N/A	N/A	SKC Company ✓	$ 68,500.00	SKC Company ✓	$ 36,000.00	Mobile Modular ✓	$ 21,491.00
12x40 Toilet C	A-10	N/A	N/A	SKC Company ✓	$ 68,500.00	SKC Company ✓	$ 43,200.00	Mobile Modular ✓	$ 21,491.00
12x40 Toilet D	B-1	Silver Creek ✓	$ 86,573.00	SKC Company ✓	$ 68,500.00	SKC Company ✓	$ 43,560.00	Mobile Modular ✓	$ 21,491.00
24x40 Toilet A	B-2	Silver Creek ✓	$ 150,636.00	SKC Company ✓	$ 138,000.00	SKC Company ✓	$ 71,100.00	SKC Company ✓	$ 54,000.00
24x40 Toilet B	B-3	Silver Creek ✓	$ 165,461.00	SKC Company ✓	$ 148,000.00	SKC Company ✓	$ 74,700.00	SKC Company ✓	$ 54,000.00
12x40 Classroom	B-4	Silver Creek ✓	$ 41,614.00	SKC Company ✓	$ 30,000.00	SKC Company ✓	$ 20,700.00	Mobile Modular ✓	$ 14,895.00
12x40 Kitchen	B-5	Silver Creek ✓	$ 82,543.00	SKC Company ✓	$ 75,600.00	SKC Company ✓	$ 36,900.00	SKC Company ✓	$ 20,250.00
24x40 A	B-6	Silver Creek ✓	$ 65,178.00	Mobile Modular ✓	$ 37,550.00	SKC Company ✓	$ 31,500.00	Mobile Modular ✓	$ 17,065.00
24x40 B	B-7	Silver Creek ✓	$ 79,138.00	SKC Company ✓	$ 40,000.00	SKC Company ✓	$ 34,020.00	SKC Company ✓	$ 21,897.00
24x40 C	B-8	Silver Creek ✓	$ 72,504.00	SKC Company ✓	$ 42,000.00	SKC Company ✓	$ 34,200.00	SKC Company ✓	$ 21,897.00
24x40 D	B-9	Silver Creek ✓	$ 74,673.00	SKC Company ✓	$ 38,000.00	SKC Company ✓	$ 36,000.00	SKC Company ✓	$ 20,997.00
24x40 E	B-10	Silver Creek ✓	$ 102,696.00	SKC Company ✓	$ 40,000.00	SKC Company ✓	$ 50,400.00	SKC Company ✓	$ 21,897.00
24x40 F	C-1	N/A	N/A	SKC Company ✓	$ 40,000.00	SKC Company ✓	$ 45,900.00	SKC Company ✓	$ 21,897.00
24x40 G	C-2	N/A	N/A	SKC Company ✓	$ 43,500.00	SKC Company ✓	$ 64,800.00	SKC Company ✓	$ 21,897.00
24x40 H	C-3	N/A	N/A	SKC Company ✓	$ 100,850.00	SKC Company ✓	$ 43,200.00	SKC Company ✓	$ 36,000.00
24x40 I	C-4	N/A	N/A	SKC Company ✓	$ 115,000.00	SKC Company ✓	$ 58,500.00	SKC Company ✓	$ 36,000.00
36x40 A	C-5	N/A	N/A	SKC Company ✓	$ 75,000.00	SKC Company ✓	$ 45,900.00	SKC Company ✓	$ 23,247.00
36x40 B	C-6	N/A	N/A	Mobile Modular ✓	$ 79,995.00	SKC Company ✓	$ 51,300.00	SKC Company ✓	$ 26,847.00
36x40 C	C-7	N/A	N/A	SKC Company ✓	$ 135,000.00	SKC Company ✓	$ 69,300.00	SKC Company ✓	$ 31,050.00
36x40 D	C-8	N/A	N/A	SKC Company ✓	$ 140,000.00	SKC Company ✓	$ 70,200.00	SKC Company ✓	$ 31,500.00
36x40 E	C-9	N/A	N/A	SKC Company ✓	$ 175,000.00	SKC Company ✓	$ 84,600.00	SKC Company ✓	$ 67,500.00
36x40 F	C-10	N/A	N/A	SKC Company ✓	$ 215,000.00	SKC Company ✓	$ 106,200.00	SKC Company ✓	$ 94,500.00
48x40 A	D-1	N/A	N/A	Mobile Modular ✓	$ 92,437.00	SKC Company ✓	$ 56,700.00	SKC Company ✓	$ 28,854.00
48x40 B	D-2	N/A	N/A	Mobile Modular ✓	$ 97,345.00	SKC Company ✓	$ 59,850.00	SKC Company ✓	$ 23,300.00
48x40	D-3	N/A	N/A	Mobile Modular ✓	$ 99,794.00	SKC Company ✓	$ 193,500.00	SKC Company ✓	$ 36,000.00
Not Used	D-4								
60x40 A (24x40 & 36x40)	D-5	N/A	N/A	SKC Company ✓	$ 185,000.00	SKC Company ✓	$ 71,793.00	SKC Company ✓	$ 108,000.00
60x40 B (24x40 & 36x40)	D-6	N/A	N/A	SKC Company ✓	$ 140,000.00	SKC Company ✓	$ 88,794.00	SKC Company ✓	$ 85,500.00
72x40 (36x40 & 36x40)	D-7	N/A	N/A	SKC Company ✓	$ 190,000.00	SKC Company ✓	$ 105,300.00	SKC Company ✓	$ 103,500.00
24x60 A	D-8	N/A	N/A	Mobile Modular ✓	$ 69,350.00	SKC Company ✓	$ 46,593.00	Mobile Modular ✓	$ 22,351.00
24x60 B	D-9	N/A	N/A	Mobile Modular ✓	$ 69,750.00	SKC Company ✓	$ 46,593.00	Mobile Modular ✓	$ 22,351.00
48x60	D-10	N/A	N/A	SKC Company ✓	$ 185,000.00	SKC Company ✓	$ 121,977.00	SKC Company ✓	$ 85,500.00

GARDEN GROVE UNIFIED SCHOOL DISTRICT
Office of Business Services

AGREEMENT

THIS AGREEMENT, dated the 31 day of August, 2016, in the County of Orange, State of California, is by and between the Garden Grove Unified School District (hereinafter referred to as "District"), and Sean Khan Consulting Company (dba SKC Company), (hereinafter referred to as "Contractor").

The District and the Contractor, for the consideration stated herein, agree as follows:

1. Contractor agrees to provide and complete the **District-wide Rental and/or Purchase of Relocatable Modular Buildings Bid No. 1512** according to all the terms and conditions set forth in the Bid Documents, including but not limited to the Notice Calling For Bids, Bid Objective, Information for Bidders, Bid Form including Price Sheet and Attachments A through E (the Bid Form Matrix), Information Required of Bidder, Non-collusion Declaration, Workers' Compensation Certificate, Drug-Free Workplace Certification, Criminal Records Check Certification, Tobacco Use Policy Certification, Insurance Certificates and Endorsements, General Conditions, Special Conditions, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Bid Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. Contractor shall provide and complete performance within the time set forth in Paragraph 4 of this Agreement – and from time-to-time at the District's sole discretion during the term of this Agreement - everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes and utility services required for performance of the services. All of said services shall be performed and completed in a good workmanlike manner in strict accordance with all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the services. The Contractor shall be liable to the District for any damages arising as a result of a failure to fully comply with this obligation.

3. District shall pay to the Contractor, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Bid Documents, the prices set forth on the Bid Form Price Sheet and Bid Form Matrix.

Prices. - Pricing shall be inclusive of any and all cost charged to the District including incidental service charges for delivery, setup, dismantling and return, taxes and fuel surcharges as indicated in the Bid Matrix Form attached to this document (Categories: Purchase-Used A-1 through B-5; B-7 through C-5; C-7 through C-10, D-5, D-6, D-7 and D-10; Rental-New A-1 through D-3 and D-5 through D-10; Rental Used A-1 through A-7, B-2, B-3, B-5, B-7 through D-3, D-5, D-6, D-7 and D-10; Rental Used A-1 through A-7, B-2, B-3, B-5, B-7 through D-3, D-5, D-6, D-7 and D-10). The prices may be adjusted annually after the first year beginning in January, 2017. In the event the successful bidder proposed to increase or decrease the rates for the installation, delivery, return and knockdown services, the successful bidder shall provide the District with a written proposal on or before January 1 of each year. The price adjustment shall be calculated as follows: The original contract price, multiplied by the Office of Public School

Construction Class B index, ending the month prior to the annual adjustment (i.e. December of the year immediately preceding the adjustment).

Freight/shipping charges that may be required by other agencies piggybacking off this contract are outside the scope of the base bid. Furthermore, additional charges due to site conditions or labor rates at other agencies piggybacking off his bid are also outside the scope of the base bid.

4. The services shall be commenced on or before the fifth (5) day after receiving the District's Notice to Proceed. The term of this Agreement shall be a three (3) year period, July 1, 2016 through June 30, 2019.

5. **Time is of the essence**.

6. Termination for Cause or Non-appropriation. In the event Contractor defaults in the performance of the Agreement as set forth in General Conditions or if there is a non-appropriation of funds or insufficient funds as set forth in General Conditions, then this Agreement shall terminate or be suspended as set forth in General Conditions.

7. Termination for Convenience. District has discretion to terminate this Agreement at any time and require Contractor to cease all services by providing Contractor written notice of termination specifying the desired date of termination. Upon receipt of written notice from District of such termination for District's convenience, Contractor shall:

(i) Cease operations as directed by District in the notice;

(ii) Take any actions necessary, or that District may direct, for the protection and preservation of the work; and

(iii) Not terminate any insurance provisions required by the Bid Documents.

In case of such termination for District's convenience, Contractor shall be entitled to receive payment from District for services satisfactorily performed. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

8. The Contractor agrees to and does hereby indemnify and hold harmless the District, its Governing Board, officers, agents, and employees 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) Any injury to or death of any person(s) or damage to, loss or theft of any property 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 work called for in this Agreement, except for liability resulting from the sole active negligence, or willful misconduct of the District.

(b) Any injury to or death of any person(s) or damage, loss or theft 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 work covered by this Agreement, whether said injury or damage occurs either on or off District's property, if the liability arose due to the negligence or willful misconduct of anyone employed by the Contractor, either directly or by independent contract,

The Contractor, at Contractor's own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its Governing Board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the District, its Governing Board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

9. Hold Harmless and Indemnification. To the fullest extent permitted by law, the Contractor, at the Contractor's sole cost and expense, agrees to fully defend, indemnify and hold harmless, the District, including but not limited to any of its Governing Board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the Contractor or any of its officers, agents, employees, any person performing any of the services pursuant to a direct or indirect contract with the Contractor or individual entities comprising the Contractor, in connection with or relating to, or claimed to be in connection with or relating to the services or this Agreement, including but not limited to any costs or liabilities arising out of or in connection with:

(a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;

(b) any misrepresentation, misstatement or omission with respect to any statement made in the Bid Documents or any document furnished by the Contractor in connection therewith;

(c) any breach of duty, obligation or requirement under the Bid Documents;

(d) any failure to provide notice to any party as required under the Bid Documents; or

(e) any failure to act in such a manner as to protect the District from loss, cost, expense or liability.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the District may have under the law or under the Bid Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the District may in its sole discretion reserve, retain or apply any monies due to the Contractor under the Bid Documents for the purpose of resolving such claims; provided, however, that the District may release such funds if the Contractor provides the District with reasonable assurance of protection of the District's interests. The District shall in their sole discretion determine whether such assurances are reasonable.

10. Contractor shall take out, prior to commencing the services, and maintain, during the life of this Agreement, the insurance coverages set forth in the Information for Bidders.

11. If Contractor is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that Sean Khan, whose title is CEO/President, is authorized to act for and bind the corporation.

12. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

13. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District. This Agreement shall be governed by the laws of the State of California.

14. Piggyback/Other Public Agencies. Pursuant to Public Contract Code Sections 20118 and 20652 and other applicable provisions, other public agencies, including school districts and community colleges in the State of California, may acquire items identified in this Agreement under the same terms and conditions of this Agreement and the Project Documents. The District waives its rights for a warrant to be drawn in its favor or for any reasonable costs, and directs each public agency to work directly with the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

DISTRICT: GARDEN GROVE
UNIFIED SCHOOL DISTRICT

By: _____
Signature

_____
Rick Nakano

_____
Assistant Superintendent of Business Services

Sean Khan Consulting Company, Inc.
(dba SKC Company)

By: _____
Signature

Sean Khan
Print Name

CEO/President
Title

992118
Contractor's License No.

46-2703088
Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR, if corporation)

SKC COMPANY

CONSULTING – MANAGEMENT – CONSTRUCTION – ENGINEERING

MODULAR BUILDING DEALER & SERVICES

INCORPORATED

DIR No. 1000012108 License No. 992118

06/21/17

Santa Ana USD
1601 East Chestnut Ave.
Sant Ana, CA 92701

Andy Putney
714-863-6145
Andy.putney@sausd.us

Modular Restrooms (USED) Purchase Pricing

Dear Andy,

We are pleased to provide you with Used Purchase pricing for your project at Santa Ana USD.

We understand the school is aiming toward occupancy on or by June, 2017.

All pricing is based on our current understanding of your needs.

12x40 DSA Restroom			**Purchase (USED)**	
Boys/Girls/Staff/Staff				
Item	**Amount**	**One-time Charges**	**# Buildings**	**One-time Totals**
Purchase Price	**$ 65,000.00**		**1**	$ 65,000.00
Demo Door Frame,interior, redo plumbing		$ 5,400.00	**2**	$ 10,800.00
ADA Shouers		$ 4,650.00	**2**	$ 9,300.00
Delivery		Included	1	$ 1.00
Installation		Included	1	$ 1.00
Taxes		$ 2,405.00	1	$ 2,405.00
				$ -
				$ -
				$ -
				$ -
Purchase Used	$ 65,000.00			$ 87,507.00
One Time Charges	$ 22,507.00			
Grand Total:	$ 87,507.00			

Scope of Work:

Deliver and install with new ramp, install new flooring, paint exterior per district specs. Providing DSA approve drawing.

Additional Clarifications:

- ***Pricing does not include taxes. (if applicable)***
- SKC Company, Inc. assumes any unleveled sites which exceed DSA tolerances, will be graded or pads will be built up with asphalt in order to obtain a level surface for delivery and installation. If this is

not the case, additional charge to the Lessee will be assessed for material and labor to level the buildings. SKC Company, Inc. assumes Lessee will trim trees, remove fencing, fence posts, sign posts, bollards, utility lines, etc., in order to provide access to and from sites, where applicable. Site preparation is the responsibility of the Lessee.

- Standard, pre-approved and pre-fabricated ramps with zero clearance toe piece are included at no additional charge (unless noted otherwise) and assume a door threshold height not to exceed 18".
- Exclusions:
- Except as specifically noted within the proposal, the following items and all items not specifically included are excluded:
  - Permits, application and pick up of permits by others.
  - Inspections, materials testing, labor to coordinate tests and inspections.
  - Underground utility or services survey and marking (Lessee required to provide this to SKC Company, Inc. prior to beginning foundation work)
  - All utility connections, including water, sanitary sewer, water testing, fire alarm devices, security, construction fencing, and temporary power.
  - Steps, custom concrete orwood decks/ramps.
  - Traffic control, no parking permits and any other items not specifically listed.
  - All work assumes normal soils conditions with a minimum of 1,000 PSF soil bearing. No costs are included for soils treatment including, but not limited to soil removal and replacement, re-compaction, amending of soil nor any work dealing with contaminated soil.
  - Temporary fencing, water supply, electrical service, phone/data service and site security.
  - Utility trenching, backfill, piping, conduit, wiring and utility connections to POC.
  - Low voltage systems wiring, devices or equipment (empty conduit by SKC Company, Inc. if indicated).
  - Fire alarm systems wiring, devices or equipment (empty conduit by SKC Company, Inc. if indicated).
  - Fixtures, appliances, office equipment, furniture, window treatments and potable water system
  - chlorination.
  - Flatwork, pavement, landscaping, fencing and gates, shade structures, signage.
  - Landscaping, irrigation, site drainage, tie-in of downspouts to site drainage, modifications of existing storm drainage system, tree removal, including root ball.
  - For new or modified buildings, engineering requires 5 to 7 weeks from the time the order is finalized. If necessary, SKC Company, Inc. will provide your Architect with the required drawings and calculations for inclusion in the Architects Site plans. Upon DSA approval, materials will be ordered and the project will be scheduled into production.
- Buildings provided will be DSA approved, Type V Non-Rated Structures and built to SKC Company, Inc.'s specifications. Pricing per building is based on SKC Company, Inc. standard DSA building specifications, and includes the following items, unless noted otherwise:
  - Interim Portables will be installed on DSA approved, SKC standard specification wood sill foundation.
  - SKC Company, Inc. standard 26 oz. glue down carpet or carpet tile with 4" base cove in good condition.
- Subject to equipment availability. Unless noted, equipment and related furnishings, finishes, accessories and appliances provided are previously leased and materials, dimensions, and specifications vary. Detailed specifications may be available upon request. For lease transactions, SKC Company, Inc. reserves the right to substitute equal or better equipment prior to delivery without notice.
- Prices are based on our interpretation of your needs and quantities as a complete package. A decrease in the quantities may increase or change the prices.
- ***Pricing is valid for 30 days.***

Please sign below and fax or email this document to the fax number shown above or the email address you received the document from.

The individual signing this Pricing Agreement affirms that he/she is duly authorized to execute and commit to this Pricing Agreement for the above named pricing.

SELLER:	BUYER:
Sean Khan Consulting Company, Inc.	
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

We look forward to the opportunity to work with you on this project.

Should you have any questions please contact me at (213) 700 – 2806.

Sincerely,

Ira Peppers
Vice President | President of Sales

AGENDA ITEM BACKUP SHEET
June 27, 2017

Board Meeting

TITLE: **Approval of Pre-Approved Consultant List for Property Surveying Services for future District Projects**

ITEM: **Action**
SUBMITTED BY: **Orin L. Williams, Assistant Superintendent, Facilities and Governmental Relations**
PREPARED BY: **Orin L. Williams, Assistant Superintendent, Facilities and Governmental Relations**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the Pre-approved Consultant List of firms for property surveying services for future District projects.

ITEM SUMMARY:

- Requests for Qualification (RFQ) were received on May 30, 2017.
- A vigorous 3-step vetting process was used to evaluate and select firms.
- Of the 3 responses, staff recommends that two (2) be placed on the list of pre-approved property surveying firms.
- Individual project contracts will be brought separately to the Board for approval.
- Establishes an eligibility list.

RATIONALE:

The updated Pre-approved Consultant List for property surveying services will allow staff to request proposals from qualifying firms on the list to expedite and facilitate the competitive selection process for future projects. When the need for property surveying services arises, a firm will be selected on a case-by-case basis, based on project-specific qualifications and competitive price.

To solicit proposals, a Request for Qualifications (RFQ) for property surveying services was advertised, as legally required, in the *Orange County Reporter.* Additional outreach was performed to a listing of vendors interested in working with the District as well as via the Coalition for Adequate School Housing (CASH) weekly newsletter and California Association of School Business Official (CASBO) newsletter. Three (3) property surveying firms submitted proposals in response to the RFQ.

Each of the proposals was reviewed and scored using an objective rubric requiring eighty percentage points (80%) or higher to be qualified for the second round review. One of the 3 proposals did not meet the minimum points established within the RFQ and disqualified. The second round panel review was conducted by one District Facilities Manager and two non-District panelists, and all panelists provided conflict of interest statements to ensure impartiality. The remaining two (2) firms received scores well enough to be added to our Pre-approved Consultant List.

Comprehensive Review:

Company	Initial Review	Panel Review
BOGH Engineering	55%	-
PENCO Engineering	82%	84%
Chaudhary & Associates	80%	80%

Staff recommends the following top two (2) firms be included on the District's Pre-approved Consultant List (eligibility list) for property surveyor services based on the outcome of the comprehensive objective review and panel screening. Consultant selection is in compliance with requirements within Board Policy No. 3311 and Board Policy No. 3312.

Recommended Firms:

Company
PENCO Engineering
Chaudhary & Associates

The amount of fees cannot be defined until the project and the scope of work is finalized. The District will negotiate compensation with the firms as provided for in Government Code Section 4526, and the specific agreements would be brought to the Board for review and approval.

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

FUNDING:

No impact to the General Fund.

RECOMMENDATION:

Approve the Pre-approved Consultant List for property surveying services for future District projects.

EH:OW:rb

SANTA ANA UNIFIED SCHOOL DISTRICT

ROUND 1 RFQ EVALUATION CRITERIA FOR PROPERTY SURVEYING SERVICES

Evaluation of Firms: All responses will be scored using this evaluation sheet. A minimum score of 80% is required to qualify for the 2nd round of evaluation, which includes review by a panel of District and non-District reviewers. Up to 10 additional points may be awarded in the 2nd round based on subjective determination of the Firm's ability to carry out the required work. SAUSD will select the top two (2) firms to be placed on the pre-qualified list of architectural firms.

Instructions: Fill-in a response for each question below. Each correlates to a required element in the RFQ Response Format. The gray righthand column represents the total possible score for that element.

Firm: _____

Location/Accessibility	**Write in your response:**	**Max. Pts.**
Item 2: Firm's location - Write in city and county of headquarters or local office, whichever is closest		5
Firm's Experience	**Write in your response:**	**Max. Pts.**
Item 3: Identify the Firm's number of years of experience in property surveying for new construction		5
Item 4: Project listing - Identify the number of K-12 projects Firm has worked on within the last 3 years		5
Item 5: Project team- Identify the number of years of experience for the two (2) key team members responsible for working with the District.		5
Claims, Lawsuits, Arbitrations	**Write in your response:**	**Max. Pts.**
Item 6.1: Identify the number filed by the Firm against a client		3
Item 6.2: Identify the number filed against the Firm		3
Item 6.3: Identify the number of judgment, settlement, or arbitration award valued at $5,000 or greater		3
This section to be completed by SAUSD. Responses will also be evaluated on the following formatting/grammatical criteria.		
Completeness of Response		**Max. Pts.**
Response organized as outlined in Response Format section & includes all required elements		3
All required elements within 15 sheets of paper		1
RFQ received by deadline		1
Layout and readability of RFQ		5
Grammatical errors		5

I hereby certify the above information is true to the best of my knowledge. I further acknowledge that if any of the content provided is found to be false, the Firm's Response shall be considered nonresponsive and ineligible for consideration.

_____ _____ _____

Printed Name Signature Date

AGENDA ITEM BACKUP SHEET
June 27, 2017

Board Meeting

TITLE: **Authorization to Utilize California Multiple Award Schedules Contract (CMAS) Program, Contract #4-01-56-0006A to Purchase Roofing Products**

ITEM: **Action**
SUBMITTED BY: **Orin L. Williams, Assistant Superintendent, Facilities and Governmental Relations**
PREPARED BY: **John Wysocki, Director, Building Services**

ITEM SUMMARY:

- Purchase roofing products using CMAS procurement program
- Materials for Godinez Fundamental High and Santa Ana High are estimated $1,700,000.00
- Includes scope of work design and daily installation inspections

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to utilize a California Multiple Award Schedule (CMAS) contract #4-01-56-0006A to purchase a quality and proven roofing products. The District must bid labor to repair leaking roofs at Godinez Fundamental and Santa Ana High Schools. Staff recommends utilizing the CMAS contract.

RATIONALE:

The purpose of this agenda item is to seek Board approval to utilize the CMAS procurement program, which can eliminate contractor product margins (mark-ups) as much as 35 percent.

The CMAS contracts are utilized statewide by both California state and local government agencies (including school districts) under delegated authority from the Department of General Services, Procurement Division, in accordance with Public Contract Code (PCC) Sections 10290 et seq. and Section 12101.5. There is no Administration fee as all costs are assessed to the supplier.

CMAS contracts ensures the use of financially viable responsive installers specifically trained and approved by manufacturer. Manufacturer will assist the District in preparing all site/CMAS specification documents, site maps and site-specific details at no costs. The selected manufacturer will provide daily site inspection reports to the District ensuring proper installation of materials and methods at no additional cost to the District.

A manufacturer provided warranties, 15-year for restorations and 30-years for re-roofing, as well as yearly inspections of new roofs at no additional cost to the District.

The District will negotiate the final cost with CMAS vendors to ensure a price that is equal or better than prices listed in the State schedule.

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

FUNDING:

Deferred Maintenance Contract Repairs: $1,700,000.00

RECOMMENDATION:

Authorize staff to utilize the California Multiple Award Schedule (CMAS) Program contract #4-01-56-0006A to purchase roofing products for Godinez and Santa Ana High Schools.

OW:JW:rb

DGS CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Governor Edmund G. Brown Jr.

April 23, 2015

Mr. Chuck Ripepi
The Garland Company, Inc.
3800 E 91st Street
Cleveland, OH. 44105

Subject: RENEWAL of The Garland Company, Inc.'s California Multiple Award Schedule (CMAS)

CMAS Contract No.:	**4-01-56-0006A, SUPPLEMENT NO. 4**
CMAS Contract Term:	**April 23, 2015 through April 30, 2020**
Base GSA Schedule No.:	**GS-07F-0130K**

The State of California accepts your firm's offer and renews the attached California Multiple Award Schedule (CMAS) contract for the term identified above. The contract has been awarded the same contract number as the original CMAS contract. This contract number must be shown on each invoice rendered. Additionally, this letter shall not be construed as a commitment to purchase any or all of the State's requirements from your firm. Prior approval is required from the State for all news releases regarding this contract.

It is your firm's responsibility to furnish, upon request, a copy of this CMAS contract to State and local government agencies. A complete CMAS contract includes the following: **1)** this acceptance letter, **2)** CMAS cover pages (which includes the signature page, ordering instructions and special provisions, and any attachments or exhibits as prepared by the CMAS Unit), **3)** CMAS terms and conditions, **4)** Federal GSA terms and conditions, and **5)** product/service listing and prices. The CMAS Unit strongly recommends that government agencies place orders with Contractors who provide ALL of the contract elements described above.

To manage this contract, Contractors are directed to the "CMAS Contract Management and Information Guide", which can be accessed at www.dgs.ca.gov/pd/programs/leveraged/cmas.aspx, then select the "For Suppliers/Contractors" link. This guide covers topics such as CMAS Quarterly Reports, amendments, extensions, renewals, Contractor's change of address or contact person, company name change requests, and marketing your CMAS contract.

It is the Contractor's responsibility to submit on a timely basis detailed CMAS Quarterly Reports (along with any applicable incentive fees).

THE NEXT QUARTERLY REPORT DUE FOR THIS CONTRACT IS Q2-2015 (APR-JUN) DUE BY JULY 15, 2015.

The "Approved CMAS Contractor" logo is only available to CMAS contract holders for display at conferences or on other marketing material. A login and password is required to download the logo. Go to http://www.dgs.ca.gov/pd/Resources/FormsResourcesLibrary.aspx , then select "Reference Material"; click on "CMAS Logos" under the heading "Marketing Tools". At the prompt, enter the login: "cmassupplier" and the password: "cmas010194".

Should you have any questions regarding this contract, please contact me at 916/375-4408. Thank you for your continued cooperation and support of the CMAS Program.

YOLANDA TUTT, Program Analyst
California Multiple Award Schedules Unit

DGS CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Procurement Division
707 Third Street, 2nd Floor, MS #2-202
West Sacramento, CA 95605-2811

State of California

MULTIPLE AWARD SCHEDULE

The Garland Company, Inc.

CONTRACT NUMBER:	**4-01-56-0006A**
SUPPLEMENT NO.:	4
CMAS CONTRACT TERM:	4/23/2015 through 4/30/2020
CONTRACT CATEGORY:	Non Information Technology Goods
APPLICABLE TERMS & CONDITIONS:	August 2010
MAXIMUM ORDER LIMIT:	$100,000
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	GS-07F-0130K
BASE SCHEDULE HOLDER:	The Garland Company, Inc.

This contract provides for the purchase and warranty of roofing and flooring materials. (See page 2 for restrictions applicable to this contract.)

NOTICE: Products and/or services on this CMAS may be available on a Mandatory Statewide Contracts. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the website: http://www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.htm. This requirement is not applicable to local government entities.

The purpose of this supplement is to renew this contract through 4-30-20. In addition, this supplement replaces in its entirety The Garland Company, Inc's existing California Multiple Award Schedule (CMAS) that expires on 4-30-15. The most current Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated August 2010 products and/or services and pricing are included herein. Please review these provisions carefully because they may have changed since issuance of your last contract.

Agency non-compliance with the requirements of this contract may result in the loss of delegated authority to use the CMAS program.

Contractor non-compliance with the requirements of this contract may result in contract termination.

Effective Date: **4/23/2015**

YOLANDA TUTT, Program Analyst, California Multiple Award Schedules Unit

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
THE GARLAND COMPANY, INC.
CMAS NO. 4-01-56-0006A, SUPPLEMENT NO. 4

CMAS PRODUCT & SERVICE CODES

The CMAS Product & Service Codes listed below are for marketing purposes only. Review this CMAS contract and the base contract identified below for the products and/or services available on this contract.

Construction Flooring-Epoxy
Construction Roofing-Material

AVAILABLE PRODUCTS AND/OR SERVICES

The ordering agency must verify all products and/or services are currently available on the base GSA schedule at the GSA eLibrary. Access the GSA eLibrary at www.gsaelibrary.gsa.gov.

EXCLUDED PRODUCTS AND/OR SERVICES

Installation services, and public works service with a requirement for State contractor licensing are not available under this contract.

CMAS BASE CONTRACT

This CMAS contract is based on some or all of the products and/or services and prices from GSA Schedule No. GS-07F-0130K (The Garland Company, Inc.) with a GSA term of 1/20/2015 through 1/19/2020. The term of this CMAS contract incorporates an extension of three months beyond the expiration of the base GSA contract, and is shown in the "CMAS Term Dates" on page 1.

ISSUE PURCHASE ORDER TO

Agency purchase orders must be mailed to the following address, or faxed to (216) 883-2055:

The Garland Company, Inc.
3800 E 91st Street
Cleveland, OH 44105
Attn: Steve Rojek

Agencies with questions regarding products and/or services may contact the contractor as follows:

Phone: (216) 430-3613
E-mail: srojek@garlandind.com

TOP 500 DELINQUENT TAXPAYERS

In accordance with Public Contract Code Section 10295.4, and prior to placing an order for non-IT goods and/or services, agencies must verify with the Franchise Tax Board and the Board of Equalization that this contractor's name does not appear on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code.

The Franchise Tax Board's list is available at www.ftb.ca.gov/aboutFTB/Delinquent_Taxpayers.shtml.

The Board of Equalization's list is available at www.boe.ca.gov/cgi-bin/deliq.cgi.

CALIFORNIA SELLER'S PERMIT

The Garland Company, Inc.'s California Seller's Permit No. is 30651030. Prior to placing an order with this company, agencies should verify that this permit is still valid at the following website: www.boe.ca.gov.

CONTRACT PRICES

The maximum prices allowed for the products and/or services available in this CMAS contract are those set forth in the base contract identified on page 2 of this contract.

The ordering agency is encouraged to seek prices lower than those on this CMAS contract. When responding to an agency's Request for Offer (RFO), the contractor can offer lower prices to be competitive.

DARFUR CONTRACTING ACT

This contractor has certified compliance to the Darfur Contracting Act per PCC section 10475, et seq.

AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)

Ordering departments executing purchases using ARRA funding must attach the ARRA Supplemental Terms and Conditions document to their individual RFOs and purchase documents. Departments are reminded that these terms and conditions supplement, but do not replace, standard State terms and conditions associated with this CMAS contract. The ARRA Supplemental Terms and Conditions can be accessed at www.documents.dgs.ca.gov/pd/poliproc/ARRATand%20C081009final.pdf.

WARRANTY

For warranties, see the federal GSA schedule and the CMAS Terms and Conditions, General Provisions, CMAS Warranty.

DELIVERY

30 days after receipt of order, or as negotiated between agency and contractor and included in the purchase order, or as otherwise stipulated in the contract.

SHIPPING INSTRUCTIONS

F.O.B. (Free On Board) Origin. Buying agency pays the freight charges.

State agencies (not local governments) must follow the instructions below for shipping charges exceeding $50.

All shipments will be made by ground transportation unless otherwise ordered on the Std. 65.

Before placing order, contact the DGS Transportation Management (916) 376-1888 to determine the routing of freight shipments. You will need to provide Transportation Management with the point of origin and destination. They will also want to know the commodity being shipped and the estimated shipping weight of the order. If shipping overnight, the account number must be included.

Routing information should be shown on the face of the Contract/Delegation Purchase Order (Std. 65) in the format shown below.

Shipping Instructions:

Supplier route via: _____.
Carrier's telephone number: _____.

Annotate bill(s) of lading as follows:

"Freight for account of State of California. Tender Number: _____applies. State of California Purchase Order Number: _____ SHIP FREIGHT COLLECT." Estimated Freight charges: _____.

If supplier is unable to use this carrier, call Transportation Management at (916) 376-1888.

The following statement must be noted on the purchase order when the commodities are being shipped via UPS (United Parcel Service) and the State is paying directly to UPS (Collect).

Shipping Instructions:

Supplier route via United Parcel Service (ground).
State of California, Department of _____ UPS account number applies.
State of California Purchase Order Number _____. SHIP COLLECT. Estimated UPS charges: _____.

If supplier is unable to use UPS, call Transportation Management at (916) 376-1888.

Contractor Note: Additional shipping costs incurred by deviation to above shipping instructions, without Transportation Management approval, shall be charged to the contractor.

PURCHASING AUTHORITY DOLLAR THRESHOLD

No CMAS order may be executed by a State agency that exceeds that agency's CMAS purchasing authority threshold or the CMAS maximum order limit, whichever is less.

HOW TO USE CMAS CONTRACTS

Agencies must adhere to the detailed requirements in the State Contracting Manual (SCM) when using CMAS contracts. The requirements for the following bullets are in the SCM, Volume 2, Chapter 6 (for non-IT) and the SCM, Volume 3, Chapter 6 (for IT):

- Develop a Request for Offer, which includes a Scope of Work (SOW), and Bidder Declaration form. For information on the Bidder Declaration requirements, see the SCM, Volume 2, Section 3.5.7 and Volume 3, Section 3.4.7.
- Search for potential CMAS contractors at www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx, select "Find a CMAS Contract".
- Solicit offers from a minimum of 3 CMAS contractors including one small business and/or DVBE, if available, who are authorized to sell the products and/or services needed
- If soliciting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Std. 843) in the Request for Offer. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See the SCM Volumes 2 and 3, Chapter 3)
- This is not a bid transaction, so the small business preference, DVBE participation goals, protest language, intents to award, evaluation criteria, advertising, etc., are not applicable.
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers solicited did not respond with an offer.
- Assess the offers received using best value methodology, with cost as one of the criteria.
- Issue a Purchase Order to the selected contractor.
- For CMAS transactions under $5,000 only one offer is required if the State agency can establish and document that the price is fair and reasonable.

Local governments set their own order limits, and are not bound by the order limits on the cover page of this contract.

SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders (PCC § 10329).

Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited (SAM 4819.34).

MINIMUM ORDER LIMITATION

The minimum dollar value of an order to be issued under this contract is $100.00

ORDERING PROCEDURES

1. **Order Form**

   State agencies shall use a Contract/Delegation Purchase Order (Std. 65) for purchases and services.

   Local governments shall, in lieu of the State's Purchase Order (Std. 65), use their own purchase order document.

   Electronic copies of the State Standard Forms can be found at the Office of State Publishing website. The site provides information on the various forms and use with the Adobe Acrobat Reader. Beyond the Reader capabilities, Adobe Acrobat advanced features may be utilized if you have Adobe Business Tools or Adobe Acrobat 4.0 installed on your computer. Direct link to the Standard Form 65:
   http://www.dgs.ca.gov/dgs/ProgramsServices/Forms/FMC/Search.aspx

2. **Purchase Orders**

   State and Local Government agencies are required to send a copy of each CMAS purchase order to:

   Department of General Services
   Procurement Division, Data Management Unit
   PO Box 989052, MS #2-203
   West Sacramento, CA 95798-9052
   (or via Interagency Mail Service #Z-1)

   The agency is required to complete and distribute the order form. For services, the agency shall modify the information contained on the order to include the service period (start and end date), and the monthly cost (or other intermittent cost), and any other information pertinent to the services being provided. The cost for each line item should be included in the order, not just system totals.

   The contractor must immediately reject orders that are not accurate. Discrepancies are to be negotiated and incorporated into the order prior to the products and services being delivered.

3. **Service and Delivery after Contract Expiration**

   The purchase order must be issued before the CMAS contract end term expires. However, delivery of the products or completion of the services may be after the contract end term expires (unless otherwise specifically stated in the contract), but must be as provided for in the contract and as specified in the purchase order.

4. **Multiple Contracts on STD. 65 Order Form**

   Agencies may include multiple CMAS contracts from the same contractor on a single Std. 65 Contract/Delegation Purchase Order. For guidelines, see the SCM, Volumes 2 & 3, Chapter 6.B4.1.

5. **Amendments to Agency's Purchase Orders**

Agency purchase orders cannot be amended if the CMAS contract has expired.

The SCM, Volumes 2 & 3, Chapter 6.A5.0 provides the following direction regarding amendments to all types of CMAS purchase orders:

> Original orders, which include options for changes (e.g., quantity or time), that were evaluated and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless an NCB is approved for those amendments.

Amendments unique to non-IT services are covered in the SCM, Volume 2, Chapter 6.B2.9 as follows:

> If the original contract permitted amendments, but did not specify the changes (e.g., quantity or time), it may be amended. This only applies to the first amendment. The time shall not exceed one year, or add not more than 30% of the original order value and may not exceed $250,000. If the original contract did not have language permitting amendments, the NCB process must be followed.

Also, see the SCM, Volumes 2 & 3, Chapter 8, Topic 6, for more information on amending purchase orders.

CONTRACTOR OWNERSHIP INFORMATION

The Garland Company, Inc. is a large business enterprise.

SMALL BUSINESS MUST BE CONSIDERED

Prior to placing orders under the CMAS program, State agencies shall whenever practicable first consider offers from small businesses that have established CMAS contracts [GC Section 14846(b)]. NOTE: The Department of General Services auditors will request substantiation of compliance with this requirement when agency files are reviewed.

The following website lists CMAS Small Business and Disabled Veteran Partners: www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx then select "Find a CMAS Contractor".

In response to our commitment to increase participation by small businesses, the Department of General Services waives the **administrative fee (a fee currently charged to customer agencies to support the CMAS program) for orders to certified small business enterprises.**
See the current fees in the DGS Price Book at: http://www.dgs.ca.gov/ofs/Pricebook.aspx

SMALL BUSINESS/DVBE - TRACKING

State agencies are able to claim subcontracting dollars towards their small business or DVBE goals whenever the Contractor subcontracts a commercially useful function to a certified small business or DVBE. The Contractor will provide the ordering agency with the name of the small business or DVBE used and the dollar amount the ordering agency can apply towards its small business or DVBE goal.

SMALL BUSINESS/DVBE - SUBCONTRACTING

1. The amount an ordering agency can claim towards achieving its small business or DVBE goals is the dollar amount of the subcontract award made by the Contractor to each small business or DVBE.

2. The Contractor will provide an ordering agency with the following information at the time the order is quoted:

   a. The Contractor will state that, as the prime Contractor, it shall be responsible for the overall execution of the fulfillment of the order.

   b. The Contractor will indicate to the ordering agency how the order meets the small business or DVBE goal, as follows:

      - List the name of each company that is certified by the Office of Small Business and DVBE Certification that it intends to subcontract a commercially useful function to; and
      - Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and
      - Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the ordering agency towards the small business or DVBE goal; and
      - Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.

3. The ordering agency's purchase order must be addressed to the prime Contractor, and the purchase order must reference the information provided by the prime Contractor as outlined above.

SPECIAL MANUFACTURED GOODS

Any contract for goods to be manufactured by the contractor specifically for the State and not suitable for sale to others may require progress payments.

For Non-IT goods contracts, see the CMAS contract Non-IT Commodities Terms & Conditions, Provision 69, Progress Payments.

OPEN MARKET/INCIDENTAL, NON-SCHEDULE ITEMS

The only time that open market/incidental, non-schedule items may be included in a CMAS order is when they fall under the parameters of the Not Specifically Priced (NSP) Items provision. If the NSP provision is not included in the schedule, or the products and/or services required do not qualify under the parameters of the NSP provision, the products and/or services must be procured separate from CMAS.

STATE AND LOCAL GOVERNMENTS CAN USE CMAS

State and local government agency use of CMAS contracts is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including UC, CSU, K-12 schools and community colleges empowered to expend public funds. While the State makes this contract available, each local government agency should make its own determination whether the CMAS program is consistent with their procurement policies and regulations.

UPDATES AND/OR CHANGES

A CMAS amendment is not required for updates and/or changes once the update and/or change becomes effective for the federal GSA schedule, except as follows:

- A CMAS amendment is required when the contract is based on products and/or services from another contractor's multiple award contract and the contractor wants to add a new manufacturer's products and/or services.
- A CMAS amendment is required for new federal contract terms and conditions that constitute a material difference from existing contract terms and conditions. A material change has a potentially significant effect on the delivery, quantity or quality of items provided, the amount paid to the contractor or on the cost to the State.
- A CMAS amendment is required for changes to contracts that require California Prison Industry Authority (CALPIA) approval.

A CMAS amendment is required to update and/or change terms and conditions and/or products and services based on a non-federal GSA multiple award contract.

SELF-DELETING FEDERAL GSA TERMS AND CONDITIONS

Instructions, or terms and conditions that appear in the Special Items or other provisions of the federal GSA and apply to the purchase, license, or rental (as applicable) of products or services by the U.S. Government in the United States, and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation (FAR), Federal Information Resources Management Regulation (FIRMR), Federal Information Processing Standards (FIPS), General +Services Administration Regulation (GSAR), or Federal Installment Payment Agreement (FIPA) shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

ORDER OF PRECEDENCE

The CMAS Terms and Conditions shall prevail if there is a conflict between the terms and conditions of the contractor's federal GSA, (or other multiple award contract), packaging, invoices, catalogs, brochures, technical data sheets or other documents (see CMAS Terms and Conditions, CONFLICT OF TERMS).

APPLICABLE CODES, POLICIES AND GUIDELINES

All California codes, policies, and guidelines are applicable. THE USE OF CMAS DOES NOT REDUCE OR RELIEVE STATE AGENCIES OF THEIR RESPONSIBILITY TO MEET STATEWIDE REQUIREMENTS REGARDING CONTRACTING OR THE PROCUREMENT OF GOODS OR SERVICES. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS contracts. Nonetheless, there is no guarantee that *every* possible requirement that pertains to all the different and unique State processes has been included.

STATEWIDE PROCUREMENT REQUIREMENTS

Agencies must carefully review and adhere to all statewide procurement requirements in the SCM, Volumes 2 and 3, such as:

- Automated Accounting System requirements of State Administrative Manual (SAM) Section 7260-62
- Productive Use Requirements, per the SCM, Volume 3, Chapter 2, Section 2.B6.2.
- SAM Sections 4819.41 and 4832 certifications for information technology procurements and compliance with policies.
- Services may not be paid for in advance.
- Agencies are required to file with the Department of Fair Employment and Housing (DFEH) a Contract Award Report Std. 16 for each order over $5,000 within 10 days of award, including supplements that exceed $5,000.
- Pursuant to Public Contract Code Section 10359 State agencies are to report all Consulting Services Contract activity for the preceding fiscal year to DGS and the six legislative committees and individuals that are listed on the annual memorandum from DGS.
- Pursuant to Unemployment Insurance Code Section 1088.8, State and local government agencies must report to the Employment Development Department (EDD) all payments for services that equal $600 or more to independent sole proprietor contractors. See the Contractor's Std. 204, Payee Data Record, to determine sole proprietorship. For inquiries regarding this subject, contact EDD at (916) 651-6945 for technical questions or (888) 745-3886 for information and forms.
- Annual small business and disabled veteran reports.
- Post evaluation reports. Public Contract Code 10369 requires State agencies to prepare post evaluations on form Std. 4 for all completed non-IT consulting services contracts of more than $5,000. Copies of negative evaluations for non-IT consulting services only must be sent to the DGS, Office of Legal Services. The Bureau of State Audits requires State agencies annually to certify compliance with these requirements.

ETHNICITY/RACE/GENDER REPORTING REQUIREMENT

Effective January 1, 2007, in accordance with Public Contract Code 10111, State agencies are to capture information on ethnicity, race, and gender of business owners (not subcontractors) for all awarded contracts, including CAL-Card transactions. Each department is required to independently report this information to the Governor and the Legislature on an annual basis.

Agencies are responsible for developing their own guidelines and forms for collecting and reporting this information,

Contractor participation is voluntary.

PAYMENTS AND INVOICES

1. **Payment Terms**

   Payment terms for this contract are 1.5%-10 days; net 45 days.

   Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

2. **Payee Data Record (Std. 204)**

   Each State accounting office must have a copy of the Contractor's Payee Data Record (Std. 204) in order to process payment of invoices. Contractors are required to provide a copy of their Std. 204 upon request from an agency customer. Agencies should forward a copy of the Std. 204 to their accounting office. Without the Std. 204, payment may be unnecessarily delayed.

3. **DGS Administrative and Incentive Fees**

   Orders from State Agencies:

   The Department of General Services (DGS) will bill each State agency directly an administrative fee for use of CMAS contracts. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

   See the current administrative fees in the DGS Price Book at: http://www.dgs.ca.gov/ofs/Pricebook.aspx.

   Orders from Local Government Agencies:

   Effective for CMAS orders dated 1/1/2010 or later, CMAS contractors, who are not California certified small businesses, are required to remit to the DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS contract(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

   This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

   The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this contract entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

4. **Contractor Invoices**

   Unless otherwise stipulated, the contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

   - Contract number
   - Agency purchase order number
   - Agency Bill Code
   - Line Item number
   - Unit price
   - Extended line item price
   - Invoice total

   State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

   The company name on the CMAS contract, purchase order and invoice must match or the State Controller's Office will not approve payment.

5. **Advance Payments**

Advance payment is allowed for services only under limited, narrowly defined circumstances, e.g., between specific departments and certain types of non-profit organizations, or when paying another government agency (GC 11256 – 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription, may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Warranty upgrades and extensions may also be paid for in advance, one time.

6. **Credit Card**

The Garland Company, Inc. accepts the State of California credit card (CAL-Card).

A Purchasing Authority Purchase Order (Std. 65) is required even when the ordering department chooses to pay the contractor via the CAL-Card. Also, the DGS administrative fee is applicable for all CMAS orders to suppliers not California certified as a small business.

7. **Lease/Purchase Analysis**

State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental, and retain a copy for future audit purposes (SAM 3700). Approval by the Department of General Services is not required.

8. **Leasing**

Except for Federal Lease to Own Purchase (LTOP) and hardware rental provisions with no residual value owed at end term ($1 residual value is acceptable), Federal GSA Lease provisions are NOT available through CMAS because the rates and contract terms and conditions are not acceptable or applicable to the State.

SEAT Management financing options are NOT available through this contract.

As an alternative, agencies may consider financing through the State's financial marketplace GS $Mart™. All terms and conditions and lenders are pre-approved for easy financing. The GS $Mart™ Internet address is www.dgs.ca.gov/pd/programs/statefinancialmarketplace.aspx. Buyers may contact the GS $Mart™ Administrator, Patrick Mullen by phone at (916) 375-4617 or via e-mail at patrick.mullen@dgs.ca.gov for further information.

9. **Maintenance Tax**

The Board of Equalization has ruled that in accordance with Section 1655 of the Sales and Use Tax Regulations of the Business Taxes Law Guide, that whenever optional maintenance contracts include consumable supplies, such supplies are subject to sales tax.

Generally, the State has two options:

1. For contracts that provide for maintenance services (i.e., the furnishing of labor and parts necessary to maintain equipment), the charges for the provision of maintenance services are not taxable.

2. For contracts that provide for maintenance services and consumable supply items (e.g., toner, developer, and staples), the provision of the consumable supplies is considered a taxable sale of tangible personal property. Therefore, State agencies awarding optional maintenance contracts are responsible for paying the applicable sales tax on the consumable supplies utilized during the performance period of the maintenance contract.

   The contractor will be required to itemize the taxed consumables for State accounting purposes.

CONTRACTOR QUARTERLY REPORT PROCESS

Contractors are required to submit a detailed CMAS Business Activity Report on a quarterly basis to the CMAS Unit. See Attachment B for a copy of this form and instructions.

This report shall be mailed to:

Department of General Services
Procurement Division – CMAS Unit
Attention: Quarterly Report Processing
PO Box 989052, MS #2-202
West Sacramento, CA 95798-9052

Reports that include checks for incentive fees or that exceed a total of 5 pages must be mailed and shall not be faxed or e-mailed. All other reports may be faxed or e-mailed to the attention of Quarterly Report Processing as follows:

CMAS Unit Fax Number: (916) 375-4663
CMAS Unit E-Mail: cmas@dgs.ca.gov

For the full instructions on completing and submitting CMAS Quarterly Business Activity Reports, and a soft copy of a blank quarterly report form, go to www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx, and then select "For Suppliers/Contractors".

Important things to remember regarding CMAS Quarterly Business Activity Reports (referred to as "reports" below):

- A report is required for each CMAS contract each quarter, even when no new purchase orders are received in the quarter.
- A separate report is required for each CMAS contract.
- Each purchase order must be reported only once in the quarter identified by the purchase order date, regardless of when the services were performed, the products were delivered, the invoice was sent, or the payment was received.
- Purchase orders from State and local government agencies must be separated on the report, as shown in the instructions.
- Contractors must report the sales activity for all resellers listed on their CMAS contract.
- Any report that does not follow the required format or excludes required information will be deemed incomplete and returned to the contractor for corrections.
- Taxes and freight must not be included in the report.
- For CMAS orders dated 1/1/2010 or later, contractors are no longer required to attach copies of purchase orders to their reports. This changed requirement will begin on Q1-2010 reports, which are due 4/15/2010.
- For CMAS orders dated 1/1/2010 or later, contractors who are not California certified small businesses must attach to their quarterly report a check covering the required incentive fee for all CMAS sales to local government agencies (see more information below). This new requirement will start on Q1-2010 reports, which are due 4/15/2010.
- New contracts, contract renewals or extensions, and contract modifications will be approved only if the contractor has submitted all required quarterly reports and incentive fees.

CMAS Quarterly Business Activity Reports are due in the CMAS Unit within two weeks after the end of each quarter as shown below:

Quarter 1	Jan 1 to Mar 31	Due Apr 15
Quarter 2	Apr 1 to Jun 30	Due Jul 15
Quarter 3	Jul 1 to Sep 30	Due Oct 15
Quarter 4	Oct 1 to Dec 31	Due Jan 15

CONTRACTOR QUARTERLY INCENTIVE FEES

CMAS contractors who are not California certified small businesses must remit to the DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS contract(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

CMAS contractors cannot charge local government agencies an additional 1% charge on a separate line item to cover the incentive fee. The contractor must include the 1% incentive fee in the price of the products or services offered, and the line item prices must not exceed the applicable GSA prices.

A local government agency is any city, county, district, or other local governmental body, including the California State University (CSU) and University of California (UC) systems, K-12 public schools and community colleges empowered to expend public funds.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this contract entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

CONTRACTOR PROVIDES COPY OF THE CONTRACT AND SUPPLEMENTS

CMAS contractors are required to provide the entire contract that consists of the following:

- Cover pages with DGS logo and CMAS analyst's signature, and Ordering Instructions and Special Provisions.
- California CMAS Terms and Conditions.
- Federal GSA Terms and Conditions (unless otherwise stipulated in the CMAS contract).
- Federal GSA products, services, and price list (unless otherwise stipulated in the CMAS contract).
- Supplements, if applicable.

It is important for the agency to confirm that the required products, services, and prices are included in the contract and are at or below contract rates. To streamline substantiation that the needed items are in the contract, the agencies should ask the contractor to identify the specific pages from the contract that include the required products, services, and prices. Agencies should save these pages for their file documentation.

CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED

When a subcontractor ultimately provides all of the products or performs all of the services that a contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature, and does not provide a Commercially Useful Function (CUF). It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

AGENCY RESPONSIBILITY

Agencies must contact contractors to obtain copies of the contracts and compare them for a best value purchasing decision.

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes.

This responsibility includes, but is not necessarily limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's interests, obtaining required approvals, and documenting compliance with Government Code 19130.b (3) for outsourcing services.

It is the responsibility of each agency to consult as applicable with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order.

If you do not have legal services available to you within your agency, the DGS Office of Legal Services is available to provide services on a contractual basis.

CONFLICT OF INTEREST

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the attached CMAS Terms and Conditions, Conflict of Interest, for more information.

FEDERAL DEBARMENT

When federal funds are being expended, the agency is required to obtain (retain in file) a signed "Federal Debarment" certification from the contractor before the purchase order is issued.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

LIQUIDATED DAMAGES FOR LATE DELIVERY

The value of the liquidated damages cannot be a penalty, must be mutually agreed upon by agency and contractor and included in the purchase order to be applicable.

ACCEPTANCE TESTING CRITERIA

If the agency wants to include acceptance testing for all newly installed technology systems, and individual equipment, and machines which are added or field modified (modification of a machine from one model to another) after a successful performance period, the test criteria must be included in the purchase order to be applicable.

AMERICANS WITH DISABILITY ACT (ADA)

Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22; California Government Code, Sections 11135, et seq.; and other federal and State laws, and Executive Orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities. See Attachment A for Procurement Division's ADA Compliance Policy of Nondiscrimination on the Basis of Disability.

Individual government agencies are responsible for self-compliance with ADA regulations.

Contractor sponsored events must provide reasonable accommodations for persons with disabilities.

DGS PROCUREMENT DIVISION CONTACT AND PHONE NUMBER

Department of General Services
Procurement Division, CMAS Unit
707 Third Street, 2nd Floor, MS 202
West Sacramento, CA 95605-2811

Phone # (916) 375-4363
Fax # (916) 375-4663

ATTACHMENT A

ADA NOTICE

Procurement Division (State Department of General Services)
AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE
POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

To meet and carry out compliance with the nondiscrimination requirements of the Americans With Disabilities Act (ADA), it is the policy of the Procurement Division (within the State Department of General Services) to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing a reasonable accommodation to participate in the Procurement process, or for persons having questions regarding reasonable accommodations for the Procurement process, please contact the Procurement Division at (916) 375-4400 (main office); the Procurement Division TTY/TDD (telephone device for the deaf) or California Relay Service numbers which are listed below. You may also contact directly the Procurement Division contact person who is handling this procurement.

IMPORTANT: TO ENSURE THAT WE CAN MEET YOUR NEED, IT IS BEST THAT WE RECEIVE YOUR REQUEST AT LEAST 10 WORKING DAYS BEFORE THE SCHEDULED EVENT (i.e., MEETING, CONFERENCE, WORKSHOP, etc.) OR DEADLINE DUE-DATE FOR PROCUREMENT DOCUMENTS.

The Procurement Division TTY telephone numbers are:

Sacramento Office:	(916) 376-1891
Fullerton Office:	(714) 773-2093

The California Relay Service Telephone Numbers are:

Voice	1-800-735-2922 or 1-888-877-5379
TTY:	1-800-735-2929 or 1-888-877-5378
Speech-to-Speech:	1-800-854-7784

ATTACHMENT B

CMAS QUARTERLY BUSINESS ACTIVITY REPORT

Contractor Name: _____

Contract Number: _____

For Questions Regarding This Report Contact:

Name: _____

Phone Number: _____

E-mail: _____

Reporting Calendar Year: _____ Revision ☐

Reporting Quarter: Q1 (Jan-Mar) ☐

Q2 (Apr-Jun) ☐

Q3 (Jul-Sep) ☐

Q4 (Oct-Dec) ☐

Check Here if No New Orders for This Quarter ☐

STATE AGENCY PURCHASES

State Agency Name	Purchase Order Number	Purchase Order Date	Agency Billing Code	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total State Agency Dollars Reported for Quarter: $ _____

LOCAL GOVERNMENT AGENCY PURCHASES

Local Government Agency Name	Purchase Order Number	Purchase Order Date	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total Local Government Agency Dollars for Quarter: $ _____ 1% Remitted to DGS (does not apply to CA certified S/Bs): $ _____

Total of State and Local Government Agency Dollars Reported for this Quarter: $ _____

ATTACHMENT B

CMAS QUARTERLY BUSINESS ACTIVITY REPORT

Instructions for completing the CMAS Quarterly Business Activity Report

1. Complete the top of the form with the appropriate information for your company.
2. **Agency Name** - Identify the State agency or Local Government agency that issued the order.
3. **Purchase Order Number** - Identify the purchase order number (and amendment number if applicable) on the order form. This is not your invoice number. This is the number the State agency or Local Government agency assigns to the order.
4. **Purchase Order Date** - Identify the date the purchase order was issued, as shown on the order. This is not the date you received, accepted, or invoiced the order.
5. **Agency Billing Code** - Identify the State agency billing code. This is a five-digit number identified on the upper right hand corner of the Std. 65 purchase order form. You must identify this number on all purchases made by State of California agencies. Billing codes are not applicable to Local Government agencies.
6. **Total Dollars Per PO** - Identify the total dollars of the order excluding tax and freight. Tax must NOT be included in the quarterly report, even if the agency includes tax on the purchase order. The total dollars per order should indicate the entire purchase order amount (less tax and freight) regardless of when you invoice order, perform services, deliver product, or receive payment.
7. **Agency Contact** - Identify the ordering agency's contact person on the purchase order.
8. **Agency Address** - Identify the ordering agency's address on the purchase order.
9. **Phone Number** - Identify the phone number for the ordering agency's contact person.
10. **Total State Sales & Total Local Sales** - Separately identify the total State dollars and/or Local Government agency dollars (pre-tax) for all orders placed in quarter.
11. **1% Remitted to DGS** - Identify 1% of the total Local Government agency dollars reported for the quarter. This is the amount to be remitted to DGS by contractors who are not California certified small businesses.
12. **Grand Total** - Identify the total of all State and Local Government agency dollars reported for the quarter.

Notes:

- A report is required for each CMAS contract, each quarter, even when there are no new orders for the quarter.
- Quarterly reports are due two weeks after the end of the quarter.

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1. **DEFINITIONS:** The following terms shall be given the meaning shown, unless context requires otherwise or a unique meaning is otherwise specified.
   a) **"Business entity"** means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
   b) **"Buyer"** means the State's authorized Contracting official.
   c) **"Contract"** means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.
   d) **"Contractor"** means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.
   e) **"Goods"** (commodities) means all types of tangible personal property, including but not limited to materials, supplies, and equipment (including computer equipment and telecommunications).
   f) **"State"** means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California.

2. **CONTRACT FORMATION:** If this Contract results from a Contract Offer, then Contractor's offer is deemed a firm offer and this Contract document is the State's acceptance of that offer.

3. **COMPLETE INTEGRATION:** This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.

4. **SEVERABILITY:** The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.

5. **INDEPENDENT CONTRACTOR:** Contractor and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.

6. **APPLICABLE LAW:** This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

7. **COMPLIANCE WITH STATUTES AND REGULATIONS:**
   a) Contractor warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California and agrees to indemnify the State against any loss, cost, damage or liability by reason of Contractor's violation of this provision.
   b) If this Contract is in excess of $554,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).

8. **CONTRACTOR'S POWER AND AUTHORITY:** The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.
   a) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
   b) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is othewise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

9. **CMAS -- ASSIGNMENT:** This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. For the purpose of this paragraph, State will not unreasonably prohibit Contractor from freely assigning its right to payment, provided that Contractor remains responsible for its obligations hereunder.

   Should the State desire financing of the assets provided hereunder through GS $Mart, the State's financial marketplace, the Contractor agrees to assign to a State-designated lender its right to receive payment from the State for the assets in exchange for payment by the lender of the cash purchase price for the assets. Upon notice to do so from the State-designated lender at any time prior to payment by the State for the assets, the Contractor will execute and deliver to the State-designated lender an assignment agreement and any additional documents necessary for the State selected financing plan. The State-designated lender will pay the Contractor according to the terms of the Contractor's invoice upon acceptance of the assets by the State.

10. **WAIVER OF RIGHTS:** Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

11. **CMAS -- ORDER OF PRECEDENCE:** In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:

    a) these General Provisions – Non-IT Commodities;
    b) Contract form, i.e., Purchase Order STD 65, etc., and any amendments thereto;
    c) federal GSA (or other multiple award) terms and conditions;

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d) Statement of Work, including any specifications incorporated by reference herein;
e) special terms and conditions; and
f) all other attachments incorporated in the Contract by reference.

12. **PACKING AND SHIPMENT:**
    a) All Goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:
        i) show the number of the container and the total number of containers in the shipment; and
        ii) the number of the container in which the packing sheet has been enclosed.
    b) All shipments by Contractor or its subContractors must include packing sheets identifying: the State's Contract number; item number; quantity and unit of measure; part number and description of the Goods shipped; and appropriate evidence of inspection, if required. Goods for different Contracts shall be listed on separate packing sheets.
    c) Shipments must be made as specified in this Contract, as it may be amended, or otherwise directed in writing by the State's Transportation Management Unit within the Department of General Services, Procurement Division.

13. **TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES:** No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract.
    a) Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the Buyer.
    b) If "prepay and add" is selected, supporting freight bills are required when over $50, unless an exact freight charge is approved by the Transportation Management Unit within the Department of General Services Procurement Division and a waiver is granted.
    c) On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, Contractor, on request of the State, shall at Contractor's own expense assist the State in establishing carrier liability by supplying evidence that the equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.

14. **TIME IS OF THE ESSENCE:** Time is of the essence in this Contract.

15. **DELIVERY:** Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess Goods, and may return them to Contractor at Contractor's expense or utilize any other rights available to the State at law or in equity.

16. **SUBSTITUTIONS:** Substitution of Goods may not be tendered without advance written consent of the Buyer. Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the Buyer.

17. **INSPECTION, ACCEPTANCE AND REJECTION:**
    a) Contractor and its subContractors will provide and maintain a quality assurance system acceptable to the State covering Goods and services under this Contract and will tender to the State only those Goods that have been inspected and found to conform to this Contract's requirements. Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. Contractor shall permit the State to review procedures, practices, processes and related documents to determine the acceptability of Contractor's quality assurance system or other business practices related to performance of the Contract.
    b) All Goods may be subject to inspection and test by the State or its authorized representatives.
    c) Contractor and its subContractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
    d) All Goods to be delivered hereunder may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source.
    e) The State shall give written notice of rejection of Goods delivered or services performed hereunder within a reasonable time after receipt of such Goods or performance of such services. Such notice of rejection will state the respects in which the Goods do not substantially conform to their specifications. If the State does not provide such notice of rejection within thirty (30) days, unless otherwise specified in the Statement of Work, of delivery, such Goods and services will be deemed to have been accepted. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.

18. **SAMPLES:**
    a) Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products offered and/or specified in the Contract.
    b) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor's expense.

19. **CMAS -- WARRANTY:** The following warranty language is in addition to the warranty language provided in the federal GSA Multiple Award Schedule or other base Contract used to establish this CMAS Contract. When there is a conflict between the language, the following warranty language overrides.

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Unless otherwise specified, the warranties contained in this Contract begin after acceptance has occurred.

a) Contractor warrants that Goods and services furnished hereunder will conform to the requirements of this Contract (including all descriptions, specifications and drawings made a part hereof), and such Goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by the State, free from defects in design. The State's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.

b) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies and users of the Goods or services.

20. **SAFETY AND ACCIDENT PREVENTION:** In performing work under this Contract on State premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.

21. **INSURANCE:** When performing work on property in the care, custody or control of the State, Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance the State deems appropriate under the Contract. Contractor shall furnish an insurance certificate evidencing required insurance coverage acceptable to the State. Upon request by the Buyer, the Contractor may be required to have the State shown as an "additional insured" on selected policies.

22. **TERMINATION FOR NON-APPROPRIATION OF FUNDS:**

a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any affected Goods furnished under this Contract, terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefor.

b) STATE AGREES THAT IF PARAGRAPH (a) ABOVE IS INVOKED, GOODS SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.

23. **TERMINATION FOR THE CONVENIENCE OF THE STATE:**

a) The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director, Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or designee, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof. The parties agree that, as to the terminated portion of the Contract, the Contract shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the Contract shall not be void.

b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:

i) Stop work as specified in the Notice of Termination.

ii) Place no further subContracts for materials, services, or facilities, except as necessary to complete the continued portion of the Contract.

iii) Terminate all subContracts to the extent they relate to the work terminated.

iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subContracts; the approval or ratification of which will be final for purposes of this clause.

24. **TERMINATION FOR DEFAULT:**

a) The State may, subject to the Force Majeure paragraph contained herein, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:

i) Deliver the Goods or to perform the services within the time specified in the Contract or any amendment thereto;

ii) Make progress, so as to endanger performance of this Contract (but see subparagraph (b) below); or

iii) Perform any of the other provisions of this Contract (but see subparagraph (b), below).

b) The State's right to terminate this Contract under subparagraphs (a)(ii) and (a)(iii) above, may be exercised if the Contractor does not cure such failure within the time frame stated in the cure notice issued by the Buyer.

c) If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the Buyer considers appropriate, Goods or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those Goods or services. However, the Contractor shall continue the work not terminated.

d) If the Contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Buyer, any:

i) Completed Goods, and

ii) Partially completed Goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and Contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this Contract. Upon direction of the Buyer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.

e) The State shall pay Contract price for completed Goods delivered and accepted. The Contractor and Buyer shall agree on the amount of payment for manufacturing materials delivered and accepted for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Buyer determines to be

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necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

f) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.

g) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract.

25. **FORCE MAJEURE:**
Except for defaults of subContractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:
a) Acts of God or of the public enemy, and
b) Acts of the federal or state government in either its sovereign or Contractual capacity.
If the failure to perform is caused by the default of a subContractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subContractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

26. **RIGHTS AND REMEDIES OF STATE FOR DEFAULT:**
a) In the event any Goods furnished or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the State, and immediately replace all such rejected items with others conforming to the Contract.
b) In addition to any other rights and remedies the State may have, the State may require Contractor, at Contractor's expense, to ship Goods via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the Contractor.
c) In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the Contractor, any loss or damage sustained by the State in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor.
d) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to Contractor or to make a claim against the Contractor therefore.

27. **CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:**
a) The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Goods either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or neligence of the Contractor.
b) Contractor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the Contractor, or for damage to alterations or attachments that may result from the normal operation and maintenance of the Goods provided by the Contractor during the Contract.

28. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all Contractors, subContractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by Contractor in the performance of this Contract.

29. **INVOICES:** Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the Contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

30. **REQUIRED PAYMENT DATE:** Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

31. **TAXES:** Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.

32. **NEWLY MANUFACTURED GOODS:** All Goods furnished under this Contract shall be newly manufactured Goods; used or reconditioned Goods are prohibited, unless otherwise specified.

33. **CONTRACT MODIFICATION:** No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

34. **CONFIDENTIALITY OF DATA:** All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent

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of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

35. **NEWS RELEASES:** Unless otherwise exempted, news releases pertaining to this Contract shall not be made without prior written approval of the Department of General Services.

36. **PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:**
    a) Contractor shall hold the State of California, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Contract.
    b) Contractor may be required to furnish a bond to the State against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.
    c) Contractor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the Goods or software supplied by the Contractor or the operation of such Goods pursuant to a current version of Contractor supplied operating software infringes a United States patent or copyright or violates a trade secret. The Contractor shall pay those costs and damages finally awarded against the State in any such action. Such defense and payment shall be conditioned on the following:
        i) That the Contractor shall be notified within a reasonable time in writing by the State of any notice of such claim; and,
        ii) That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved, the State shall have the option to participate in such action at its own expense.
    d) Should the Goods or software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent or copyright or a trade secret, the State shall permit the Contractor at its option and expense either to procure for the State the right to continue using the Goods or software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Goods or software by the State shall be prevented by injunction, the Contractor agrees to take back such Goods or software and make every reasonable effort to assist the State in procuring substitute Goods or software. If, in the sole opinion of the State, the return of such infringing Goods or software makes the retention of other Goods or software acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Goods or software and refund any sums the State has paid Contractor less any reasonable amount for use or damage.
    e) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
        i) The combination or utilization of Goods furnished hereunder with equipment or devices not made or furnished by the Contractor; or,
        ii) The operation of equipment furnished by the Contractor under the control of any operating software other than, or in addition to, the current version of Contractor-supplied operating software; or
        iii) The modification by the State of the equipment furnished hereunder or of the software; or
        iv) The combination or utilization of software furnished hereunder with non-Contractor supplied software.
    f) Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
    g) The foregoing states the entire liability of the Contractor to the State with respect to infringement of patents, copyrights or trade secrets.

37. **EXAMINATION AND AUDIT:** Contractor agrees that the State, or its designated representative shall have the right to review and copy any records and supporting documentation pertaining to performance of this Contract. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subContract related to performance of this Contract.

38. **DISPUTES:**
    a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, *Contractor* shall submit to the Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract, unless the State, on its own initiative, has already rendered such a final decision. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. If the Contractor is not satisfied with the decision of the Department Director or designee, the Contractor may appeal the decision to the Department of General Services, Deputy Director, Procurement Division. In the event that this Contract is for information technology Goods and/or services, the decision may be appealed to an Executive Committee of State and Contractor personnel.
    b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions. Contractor's failure

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to diligently proceed in accordance with the State's instructions shall be considered a material breach of this Contract.

c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Department Director or designee or Deputy Director, Procurement Division if an appeal was made. If the State fails to render a final decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

39. **STOP WORK:**

a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 90 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 90 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:

i) Cancel the Stop Work Order; or

ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.

b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:

i) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and

ii) The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.

c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.

d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.

40. **PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.

41. **COVENANT AGAINST GRATUITIES:** The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

42. **NONDISCRIMINATION CLAUSE:**

a) During the performance of this Contract, Contractor and its subContractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Contractor and subContractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subContractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subContractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subContracts to perform work under the Contract.

43. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.

44. **ASSIGNMENT OF ANTITRUST ACTIONS:** Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:

a) In submitting an offer to the State, the supplier offers and agrees that if the offer is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15)

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or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Goods, material, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tenders final payment to the supplier.

b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the offer price, less the expenses incurred in obtaining that portion of the recovery.

c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and
   i) the assignee has not been injured thereby, or
   ii) the assignee declines to file a court action for the cause of action.

45. **DRUG-FREE WORKPLACE CERTIFICATION:** The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:
   a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
   b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
      i) the dangers of drug abuse in the workplace;
      ii) the person's or organization's policy of maintaining a drug-free workplace;
      iii) any available counseling, rehabilitation and employee assistance programs; and,
      iv) penalties that may be imposed upon employees for drug abuse violations.
   c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
      i) will receive a copy of the company's drug-free policy statement; and,
      ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract.

46. **FOUR-DIGIT DATE COMPLIANCE:** Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

47. **SWEATFREE CODE OF CONDUCT:**
   a) Contractor declares under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the State pursuant to the Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
   b) Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (a).

48. **RECYCLING:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, Goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205).

49. **CHILD SUPPORT COMPLIANCE ACT:** For any Contract in excess of $100,000, the Contractor acknowledges in accordance with PCC Section 7110, that:
   a) The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
   b) The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

50. **AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq).

51. **ELECTRONIC WASTE RECYCLING ACT OF 2003:** The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

52. **USE TAX COLLECTION:** In accordance with PCC Section 10295.1, Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise State of

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any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.

53. **EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Section 10286 and 10286.1, and is eligible to Contract with the State.

54. **DOMESTIC PARTNERS:** For Contracts over $100,000 executed or amended after January 1, 2007, the Contractor certifies that the Contractor is in compliance with Public Contract Code section 10295.3.

55. **SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**
    a) If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
    b) If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract;
    (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and
    (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

56. **LOSS LEADER:** It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10302(b).).

ADDITIONAL CMAS TERMS AND CONDITIONS

57. **CMAS -- CONTRACTOR'S LICENSE REQUIREMENTS:**
    Contracts that include installation or the wording "Furnish and Install" require at the time of Contract award that Contractors possess a valid California State Contractor's License. If sub-Contractors are used, they must also possess a valid California State Contractor's License. All businesses which construct or alter any building, highway, road, parking facility, railroad, excavation, or other structure in California must be licensed by the California State License Board (CSLB) if the total cost (labor and materials) of the project is $500.00 or more. Failure to be licensed or to keep the license current and in good standing shall be grounds for Contract revocation.

58. **CMAS -- PUBLIC WORKS REQUIREMENTS (LABOR/INSTALLATION):**
    a) Prior to the commencement of performance, the Contractor must obtain and provide to the State, a payment bond, on Standard Form 807, when the Contract involves a public works expenditure (labor/installation costs) in excess of $5,000. Such bond shall be in a sum not less than one hundred percent (100%) of the Contract price. Forms shall be provided to the Contractor.
    b) In accordance with the provisions of Section 1773 of the California Labor Code, the Contractor shall, conform and stipulates to the general prevailing rate of wages, including employer benefits as defined in Section 1773.1 of the California Labor Code, applicable to the classes of labor to be used for public works such as at the delivery site for the assembly and installation of the equipment or materials under the purchase order. Pursuant to Section 1770 of the California Labor Code, the Department of Industrial Relations has ascertained the general prevailing rate of wages in the county in which the work is to be done, to be as listed in the Department of Transportation booklet entitled General Prevailing Wage Rates. The booklet is compiled monthly and copies of the same are available from the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov (select Statistics & Research) or (415) 703-4774. The booklet is required to be posted at the job site.
    c) The Contractor hereby certifies by signing this Contract that:
        i) Contractor has met or will comply with the standards of affirmative compliance with the Non-Discrimination Clause Requirements included herein.
        ii) Contractor is aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor will comply with such provisions before commencing the performance of the work of the purchase order.
    d) Laws to be Observed
        i) Labor
        Pursuant to Section 1775 of the California Labor Code the Contractor shall, as a penalty to the State or Political subdivision on whose behalf the purchase order is made or awarded, forfeit not more than fifty ($50.00) for each calendar day, or portions thereof, for each worker paid by him or subContractor under him, less than the prevailing wage so stipulated; and in addition, the Contractor further agrees to pay to each workman the difference between the actual amount paid for each calendar day, or portions thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly indentured apprentices.

        Pursuant to Sections 1810-1815 of the California Labor Code, inclusive, it is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and forty hours a week and the Contractor shall forfeit, as a penalty to the State, twenty-five ($25) for each worker employed in the execution of the purchase order for each calendar day during which a workman is required or permitted to labor more than eight hours in any calendar day or more than forty hours in any calendar week, in violation of California Labor Code Sections 1810-1815, inclusive.
        ii) Worker's Compensation Insurance

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The Contractor will be required to secure the payment of compensation to its employees in accordance with the provisions of Labor Code Section 3700.

iii) Travel and Subsistence Payments
Travel and subsistence payments shall be paid to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

iv) Apprentices
Special attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Administrative Code Section 200 et seq. Each Contractor and/or subContractor must, prior to commencement of the public works Contract/purchase order, contact the Division of Apprenticeship Standards, 525 Golden Gate Avenue, San Francisco, CA, or one of its branch offices to insure compliance and complete understanding of the law regarding apprentices and specifically the required ratio thereunder. Responsibility for compliance with this section lies with the prime Contractor.

v) Payroll
The Contractor shall keep an accurate payroll record /showing the name, social security account, and work classification specific and straight time and overtime hours worked by each employee. A certified copy of the employee's payroll record shall be available for inspection as specified in section 1776 of the California Labor Code.

59. **CMAS -- TERMINATION OF CMAS CONTRACT:**
   a) The State may terminate this CMAS Contract at any time upon 30 days prior written notice.
   b) If the Contractor's GSA Multiple Award Schedule is terminated within the term of the California Multiple Award Schedule, the California schedule shall also be considered terminated on the same date.
   c) Upon termination or other expiration of this Contract, each party will assist the other party in orderly termination of the Contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party.
   d) Prior to the expiration of this Contract, this Contract may be terminated for the convenience of both parties by mutual consent.
   e) This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

60. **CMAS -- CONTRACT AMOUNT:** There is no guarantee of minimum purchase of Contractor's products or services by the State.

61. **CMAS -- DEBARMENT CERTIFICATION (FEDERALLY FUNDED CONTRACTS):** When Federal funds are being expended, the prospective recipient of Federal assistance funds is required to certify to the Buyer, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

62. **CMAS -- PURCHASE ORDERS FUNDED IN WHOLE OR PART BY THE FEDERAL GOVERNMENT:** All Contracts (including individual orders), except for State construction projects, which are funded in whole or in part by the federal government may be canceled with 30 days notice, and are subject to the following:
   a) It is mutually understood between the parties that this Contract (order) may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Contract (order) were executed after that determination was made.
   b) This Contract (order) is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal year during which the order was generated for the purposes of this program. In addition, this Contract (order) is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress that may affect the provisions, terms or funding of this Contract (order) in any manner.
   c) It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Contract (order) shall be amended to reflect any reduction in funds. The department has the option to void the Contract (order) under the 30-day cancellation clause or to amend the Contract to reflect any reduction of funds.

63. **CMAS -- CONFLICT OF INTEREST:**
   a) Current State Employees (Public Contract Code Section 10410):
      i) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity or enterprise is required as a condition of regular State employment.
      ii) No officer or employee shall Contract on his or her own behalf as an independent Contractor with any State agency to provide Goods or services.
   b) Former State Employees (Public Contract Code Section 10411):
      i) For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a Contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Contract while employed in any capacity by any State agency.
      ii) For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a Contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed Contract within the twelve-month period prior to his or her leaving State service.

64. **CMAS -- SUBCONTRACTING REQUIREMENTS:**
Any subContractor that the CMAS supplier chooses to use in fulfilling the requirements of this Contract/purchase order, and which is expected to receive more than ten (10) percent of value of the Contract/purchase order, must also meet all Contractual, administrative, and technical requirements of the Contract/purchase order, as applicable.

65. **CMAS -- RENTAL AGREEMENTS:**

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The State does not agree to:

- Indemnify a Contractor;
- Assume responsibility for matters beyond its control;
- Agree to make payments in advance;
- Accept any other provision creating a contingent liability against the State; or
- Agree to obtain insurance to protect the Contractor.

The State's responsibility for repairs and liability for damage or loss is restricted to that made necessary by or resulting from the negligent act or omission of the State or its officers, employees, or agents.

If the Contractor maintains the equipment, the Contractor must keep the equipment in good working order and make all necessary repairs and adjustments without qualification. The State may terminate for default or cease paying rent should the Contractor fail to maintain the equipment properly.

Personal property taxes are not generally reimbursed when leasing equipment (SAM 8736).

66. **CMAS -- LEASE (Lease $Mart ™):** If an agency desires to lease through Lease $Mart ™, the Contractor agrees to sell to lessor the assets at the same price as they agree to sell to the State.

67. **CMAS -- QUARTERLY REPORTS:** Contractors are required to submit quarterly business activity reports, as specified in this Contract, even when there is no activity. A separate report is required for each Contract, as differentiated by alpha suffix.

68. **CMAS -- LIQUIDATED DAMAGES:**
In the event that the Contractor fails to deliver in accordance with the Contract requirements, the parties agree that the delay will interfere with the proper implementation of the State's programs, to the loss and damage of the State. From the nature of the case, it would be impracticable and extremely difficult to fix the actual damages sustained in the event of any such delay. The State and Contractor, therefore, presume that in the event of any such delay the amount of damage which will be sustained from a delay will be the amounts set forth in the Statement of Work, and the State and the Contractor agree that in the event of any such delay, the Contractor shall pay such amounts as liquidated damages and not as a penalty. Amounts due the State as liquidated damages may be deducted by the State from any money payable to the Contractor. The State shall notify the Contractor in writing of any claim for liquidated damages pursuant to this paragraph on or before the date State deducts such sums from money payable to the Contractor.

69. **CMAS -- PROGRESS PAYMENTS/PERFORMANCE BONDS:**
In accordance with PCC 10314: Any Contract for Goods to be manufactured by the Contractor specially for the State and not suitable for sale to others in the ordinary course of the Contractor's business may provide, on such terms and conditions as the department deems necessary to protect the State's interests, for progress payments for work performed and costs incurred at the Contractor's shop or plant, provided that not less than 10 percent of the Contract price is required to be withheld until final delivery and acceptance of the Goods, and provided further, that the Contractor is required to submit a faithful performance bond, acceptable to the department, in a sum not less than one-half of the total amount payable under the Contract securing the faithful performance of the Contract by the Contractor.

AGENDA ITEM BACKUP SHEET
June 27, 2017

Board Meeting

TITLE: **Authorization to Award a Contract for Godinez Fundamental High School Roofing Repair**

ITEM: **Action**
SUBMITTED BY: **Orin L. Williams, Assistant Superintendent, Facilities and Governmental Relations**
PREPARED BY: **John Wysocki, Director, Building Services**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to award a contract for Godinez Fundamental High School Roofing Repair.

ITEM SUMMARY:

- Bid Amount: $414,000.00
- Contract Start: June 28, 2017
- Contract End: August 11, 2017
- Contractor selection is in compliance with Board Policy 3311(a) - Bids and Public Contract Code Sections 22030-22045.

RATIONALE:

Legal advertisement of notice calling for bids was placed in the *Orange County Register* on April 29, and May 5, 2017. On May 23, 2017, staff received and opened two (2) bids. C.I. Services, Inc., represents the lowest responsive, responsible bidder.

Contractor:	Bid Amount:
C.I. Services, Inc.	**$414,000.00**
Best Contracting Services, Inc.	$731,300.00

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

LCAP Goal 3.4: Support school and district operations to create welcoming and productive school environments.

FUNDING:

Fund 14 Deferred Maintenance: $414,000.00

RECOMMENDATION:

Authorize staff to award a contract to C.I. Services, Inc., for Godinez Fundamental High School Roofing Repair.

EH:jw:mm

SANTA ANA UNIFIED SCHOOL DISTRICT
1601 East Chestnut Avenue
Santa Ana, California 92701-6322
(714) 480-5355

DOCUMENT 00 52 13

AGREEMENT

THIS AGREEMENT, dated the **28th** day of **June, 2017**, is entered into by and between SANTA ANA UNIFIED SCHOOL DISTRICT (hereinafter referred to as the "District"), and **C.I. Services, Inc.** (hereinafter referred to as the "Contractor").

The District and the Contractor, for the consideration stated herein, agree as follows:

1. **The Contract Documents**:

   a. The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. All obligations of the District and Contractor are fully set forth and described in the Contract Documents. The Contract Documents are intended to cooperate so that Work called for in one and not mentioned in the other or vice versa is to be performed the same as if mentioned in all Contract Documents.

   b. **Interpretation of Contract Documents**: Questions concerning the intent, precedence, or meaning of the Contract Documents, including the Drawings or Specifications, shall be submitted to the District for interpretation. Inconsistencies in the Contract Documents shall be resolved by giving precedence in the following order:

      (i) District-approved modifications, beginning with the most recent (if any);
      (ii) Agreement;
      (iii) Special Conditions (if any);
      (iv) Supplemental Conditions (if any);
      (v) General Conditions;
      (vi) Remaining Division 0 documents (Documents beginning with "00");
      (vii) Division 1 Documents (Specifications – General Conditions; Documents beginning with "01");
      (viii) Division 2 through Division 32 documents (Technical Specifications);
      (ix) Figured dimensions;
      (x) Large-scale drawings;
      (xi) Small-scale drawings.

      In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.

2. **Contractor's Performance of Work:** The Contractor shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility

and transportation services as described in the complete contract and required for construction for that certain project identified by the District as **Godinez Fundamental High School Roofing Repair Project.** All of said work to be performed and materials to be furnished shall be completed in a good workmanlike manner in strict accordance with the "Plans and Specifications" (as defined in the Instruction to Bidders) and all provisions of the complete contract. The Contractor shall be liable to the District for any damages arising as a result of a failure to fully comply with this obligation, and the Contractor shall not be excused with respect to any failure to so comply by any act or omission of the architect, engineer, and/or inspector assigned to the Project by the District (the "Architect", "Engineer" and "Inspector", respectively), or by the California Department of General Services' Division of the State Architect ("DSA"), or by any representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the requirements of the Project Documents, and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the District within three (3) "Business Days" (defined as days on which the District is opened for business) of the date of occurrence of the act or omission preventing the Contractor from fully complying with the Project Documents.

3. **Compensation to Contractor:** The District shall pay to the Contractor, as full consideration for the faithful performance of this Agreement, and subject to any additions or deductions as provided in the Project Documents, the sum of **four hundred fourteen thousand dollars and zero cents ($414,000.00).**

4. **Commencement and Completion of Work:** The work required to be performed by the Contractor under this Agreement shall start no later than the specified commencement date listed in the "Notice to Proceed" and shall be completed no later than **August 11, 2017.**

5. **Liquidated Damages:** Time is of the essence. The Contractor acknowledges that the District will suffer damage if (a) the Contractor fails to complete (or cause its subcontractors to complete) any of the construction milestones identified in any approved Construction Schedule (as that term is defined in the General Conditions) by the deadline dates identified for such completion in the Construction Schedule (including without limitation any construction milestones or deadline dates contained in any submittal schedule, procurement schedule, commissioning schedule or close-out schedule), or (b) the work required of the Contractor under this Agreement is not completed by the time specified herein above. Since it is impractical and infeasible to determine the amount of actual damage, the parties hereto agree that in accordance with Government Code Section 53069.85, the Contractor shall pay to the District as fixed and liquidated damages, and not as a penalty, the sum of: **One Thousand Five Hundred Dollars ($1,500.00)** for each consecutive calendar day of delay, from and including the date on which the delay began, through and including the day on which the delay ceased (and including all intervening weekend days and holidays), until the work that is the subject of the delay is completed and accepted. This amount shall be deducted from any payments due to or to become due to the Contractor. The Contractor and the Contractor's surety shall be liable for the amount

thereof. Time extensions may be granted by the District as provided in Article 14 of the General Conditions.

6. **Default by Contractor:** If the Contractor fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, or fails to comply with any of the Project Documents, then the District's Board of Education, the District's Superintendent, or any designee of the Superintendent may deliver a written notice to the Contractor demanding that the Contractor cure such failure. If such failure is not cured within the time frame indicated in that notice and as indicated in the Project Documents, then the Contractor shall automatically be deemed to be in default of this Agreement without further notice from the District. Without limiting any other remedy available to the District pursuant to the Project Documents and/or applicable law, such default shall entitle the District to (a) exclude the Contractor from the Project premises (or any portion thereof in the District's discretion), (b) take possession of said premises (or portion thereof), together with all material and equipment thereon, and/or (c) complete all or any portion of the work contemplated by this Agreement, either by (i) furnishing the tools, equipment, labor or material necessary, or (ii) letting the unfinished portion of said work (or the portion taken over by the District) to another contractor, or (iii) a combination of those methods. The cost to the District of exercising any such remedy shall be a charge against the Contractor; the Contractor agrees to pay all such costs to the District upon the District's demand, and agrees that the District shall also have the right to deduct any or all such costs from any money due or becoming due to the Contractor from the District under this Agreement or any other agreement. Any surety executing any bond included among the Project Documents or otherwise agreeing to perform the Contractor's obligations under this Agreement shall also be liable for payment of said costs incurred by the District in connection with the exercise of the remedies described above, if the Contractor fails to pay those costs as required hereby.

7. **Indemnification, Defense and Hold Harmless:** The Contractor shall indemnify, defend, and hold harmless the District, the Architect, the District's owner's representative assigned to the Project by the District, the District's project manager assigned to the Project, and the District's construction manager assigned to the Project, and each of their respective shareholders, governing board members, directors, officers, partners, members, managers, agents, employees, engineers, contractors, subcontractors, volunteers, or consultants (the "Indemnified Parties") from an against any and all actions, agreements, attorneys' fees, causes of action, claims, contracts, costs, covenants, damages, debts, demands, expenses, judgments, lawsuits, liabilities, liens, losses, obligations, orders, and rights of whatever kind or nature in law, equity or otherwise, which arise out of or are in any way connected with the bidder's (or any of its subcontractors', its consultants' or its independent contractors') performance of work under this Agreement (or any subcontract there under) or otherwise in connection with the Project, (collectively, the "Claims"), save and except such Claims that are determined by a court of competent jurisdiction to have arisen from the active negligence or willful misconduct of an Indemnified Party. Without limiting the generality of the foregoing, the Contractor will indemnify, defend and hold harmless the Indemnified Parties against Claims arising from or in any way connected to:

a. The negligence or willful misconduct of the Contractor or its shareholders, directors, officers, partners, members, managers, agents, employees, engineers, consultants, contractors, or subcontractors;

b. The death of or bodily injury to any person, regardless of whether that death or injury occurs at the Project site or on or off of any other District property;

c. Injury to property, loss of property, or theft of property, regardless of whether that injury, loss or theft occurs at the Project site or on or off of any other District property; or

d. Any other loss, damage or expense sustained by the Contractor.

e. The Contractor – at it's own expense, cost, and risk – shall defend at the District's request any and all Claims that may be brought or instituted against any of the Indemnifies Parties, and shall pay or satisfy any judgment that may be rendered against any of the Indemnified Parties in any action, suit or other proceedings as a result thereof.

8. **Insurance:** The Contractor shall, at its expense, purchase and keep in force throughout the term of this Agreement, policies of insurance which are issued by insurers meeting the qualifications established by Section 13 of the General Conditions and Document 00 43 20 Certificate of Insurance. Those policies shall provide the types of insurance required by Contract Documents. The Contractor and its insurer shall provide a completed Certificate of Insurance in the form attached as Document 00 43 20 – Certificate of Insurance, and not an insurance company form.

9. **Escrow Agreement:** Substitution of Securities for Moneys Withheld, or Payment to Escrow Holder of Retentions, Pursuant to Public Contract Code § 22300. Pursuant to Public Contract Code Section 22300, and at the request and expense of the Contractor, securities equivalent to the amount of any monies withheld by the District to ensure the Contractor's performance under this Agreement shall done in compliance with in the form of the Escrow Agreement for Security Deposits in Lieu of Retention – Document 00 54 55.

10. **Additional Requirements if Project Involves Trenches or Excavations:** Pursuant to Public Contract Code Section 7104, if the Project involves digging trenches or other excavations that extend deeper than five (5) feet below the surface, then the provisions of Section 12 of the General Conditions apply to this Agreement and are hereby incorporated herein by reference.

11. **Resolution of Construction Claims:** Public Contract Code Section 20104(c) requires that the provisions of Public Contract Code Sections 20104 through 20104.6, or a summary thereof, "be set forth in the plans and specifications for any work which may give rise to a claim under" those Code Sections. Such a summary is set forth at Article 19 of the General Conditions and is hereby deemed also to be set forth in its entirety in the Plans and Specifications.

12. **Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Agreement not less than the general

prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.

13. **Stipulation Regarding Working Hours:** Pursuant to Labor Code Section 1813, the Contractor hereby stipulates to the matters set forth in Section 26 of the General Conditions.

14. **Stipulation Regarding Apprentices:** Pursuant to Labor Code Section 1777.5(n), the Contractor hereby stipulates to the matters set forth in Section 26 of the General Conditions.

15. **Assignment of Rights:** In entering into this Agreement, the Contractor offers and agrees (as required by Public Contract Code Section 7103.5(b) and Government Code Section 4552) to assign to the District all rights, title and interest in and to all causes of action the Contractor may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Sections 16700 *et seq.*) arising from purchases of goods, materials, or services by the Contractor for sale to the District pursuant to this Agreement. Such assignment shall be made and become effective at the time the District tenders final payment under this Agreement, without further acknowledgement by the Contractor or the District.

16. **Examination and Audit by State Auditor:** Pursuant to Government Code Section 8546.7, the District and the Contractor are each subject to the examination and audit of the State Auditor, at the District's request or as part of any audit of the District, for a period of three (3) years after final payment under this Agreement.

17. **Authority to Execute and Perform Agreement:** If the Contractor is a corporation, partnership, limited liability company or other legal entity, the persons signing this Agreement on the Contractor's behalf hereby represent and warrant that (a) the Contractor is duly formed and in good standing in the state in which it was formed, (b) the Contractor is authorized to do business in California, and (c) the person signing this Agreement on the Contractor's behalf is authorized by the Contractor to act for and bind the Contractor to this Agreement and to obligate the Contractor to perform pursuant to the terms of this Agreement and the other Project Documents.

18. **Incorporation of Provisions Required by Law:** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party this Agreement shall forthwith be physically amended to make such insertion or correction.

19. **Entire Agreement:** The "complete contract" (that is, this Agreement and the other Project Documents) constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This

Agreement and the other Project Documents can be modified only by an amendment in writing, signed by both parties and pursuant to action of the District's Board of Education.

20. **Change Orders**: The District represents to the Contractor that the resolution adopted by the District's Board of Education to approve the District's entry into this Agreement specifically authorizes the District's Associate Superintendent of Business Services, or his designee, to approve change orders under Section 17 of the General Conditions.

21. **"Days" Means Calendar Day**: All references to "Business Days" in any of the Project Documents is defined as days on which the District is opened for business. All other references to "days" in the Project Documents shall mean calendar days.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

"Contractor"	"District" Santa Ana Unified School District, a political subdivision of the State of California
By: [signature]	By:
Name: WILLIAM BALEY	Name: Orin L. Williams
Title: PRESIDENT	Title: Assistant Superintendent Facilities and Governmental Relations
Date: 6/21/17	Date:

NOTE: If the Contractor is a corporation, Contractor must attach a certified copy of the corporation's by-laws, or of the resolution of the Board of Directors of the corporation, authorizing the above person to execute this Agreement and the bonds required by the Contract Documents.

Attest:

By: _____

Name: _____

Title: _____

_____

Date: _____

AGENDA ITEM BACKUP SHEET
June 27, 2017

Board Meeting

TITLE: **Authorization to Award a Contract for Santa Ana High School Roofing Repair**

ITEM: **Action**
SUBMITTED BY: **Orin L. Williams, Assistant Superintendent, Facilities and Governmental Relations**
PREPARED BY: **John Wysocki, Director, Building Services**

ITEM SUMMARY:

- Bid Amount: $192,600
- Contract Start: June 28, 2017
- Contract End: August 11, 2017
- Contractor selection is in compliance with Board Policy 3311(a) - Bids and Public Contract Code Sections 22030-22045.

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to award a contract for Santa Ana High School Roofing Repair.

RATIONALE:

Legal advertisement of notice calling for bids was placed in the *Orange County Register* on April 29, and May 5, 2017. On May 23, 2017, staff received and opened three (3) bids. C.I. Services, Inc., represents the lowest responsive, responsible bidder.

Contractor:	Bid Amount:
C.I. Services, Inc.	**$192,600.00**
Tecta America	$292,400.00
Best Contracting Services, Inc.	$298,288.00

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

LCAP Goal 3.4: Support school and district operations to create welcoming and productive school environments.

FUNDING:

Fund 14 Deferred Maintenance: $192,600.00

RECOMMENDATION:

Authorize staff to award a contract to C.I. Services, Inc., for Santa Ana High School Roofing Repair.

EH:jw:mm

SANTA ANA UNIFIED SCHOOL DISTRICT
1601 East Chestnut Avenue
Santa Ana, California 92701-6322
(714) 480-5355

DOCUMENT 00 52 13

AGREEMENT

THIS AGREEMENT, dated the **28th** day of **June, 2017**, is entered into by and between SANTA ANA UNIFIED SCHOOL DISTRICT (hereinafter referred to as the "District"), and **C.I. Services, Inc.** (hereinafter referred to as the "Contractor").

The District and the Contractor, for the consideration stated herein, agree as follows:

1. **The Contract Documents**:

   a. The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. All obligations of the District and Contractor are fully set forth and described in the Contract Documents. The Contract Documents are intended to cooperate so that Work called for in one and not mentioned in the other or vice versa is to be performed the same as if mentioned in all Contract Documents.

   b. **Interpretation of Contract Documents**: Questions concerning the intent, precedence, or meaning of the Contract Documents, including the Drawings or Specifications, shall be submitted to the District for interpretation. Inconsistencies in the Contract Documents shall be resolved by giving precedence in the following order:

      (i) District-approved modifications, beginning with the most recent (if any);
      (ii) Agreement;
      (iii) Special Conditions (if any);
      (iv) Supplemental Conditions (if any);
      (v) General Conditions;
      (vi) Remaining Division 0 documents (Documents beginning with "00");
      (vii) Division 1 Documents (Specifications – General Conditions; Documents beginning with "01");
      (viii) Division 2 through Division 32 documents (Technical Specifications);
      (ix) Figured dimensions;
      (x) Large-scale drawings;
      (xi) Small-scale drawings.

      In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.

2. **Contractor's Performance of Work:** The Contractor shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility

and transportation services as described in the complete contract and required for construction for that certain project identified by the District as **Santa Ana High School Roofing Repair Project.** All of said work to be performed and materials to be furnished shall be completed in a good workmanlike manner in strict accordance with the "Plans and Specifications" (as defined in the Instruction to Bidders) and all provisions of the complete contract. The Contractor shall be liable to the District for any damages arising as a result of a failure to fully comply with this obligation, and the Contractor shall not be excused with respect to any failure to so comply by any act or omission of the architect, engineer, and/or inspector assigned to the Project by the District (the "Architect", "Engineer" and "Inspector", respectively), or by the California Department of General Services' Division of the State Architect ("DSA"), or by any representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the requirements of the Project Documents, and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the District within three (3) "Business Days" (defined as days on which the District is opened for business) of the date of occurrence of the act or omission preventing the Contractor from fully complying with the Project Documents.

3. **Compensation to Contractor:** The District shall pay to the Contractor, as full consideration for the faithful performance of this Agreement, and subject to any additions or deductions as provided in the Project Documents, the sum of **one hundred ninety-two thousand six hundred dollars and zero cents ($192,600.00).**

4. **Commencement and Completion of Work:** The work required to be performed by the Contractor under this Agreement shall start no later than the specified commencement date listed in the "Notice to Proceed" and shall be completed no later than **August 11, 2017.**

5. **Liquidated Damages:** Time is of the essence. The Contractor acknowledges that the District will suffer damage if (a) the Contractor fails to complete (or cause its subcontractors to complete) any of the construction milestones identified in any approved Construction Schedule (as that term is defined in the General Conditions) by the deadline dates identified for such completion in the Construction Schedule (including without limitation any construction milestones or deadline dates contained in any submittal schedule, procurement schedule, commissioning schedule or close-out schedule), or (b) the work required of the Contractor under this Agreement is not completed by the time specified herein above. Since it is impractical and infeasible to determine the amount of actual damage, the parties hereto agree that in accordance with Government Code Section 53069.85, the Contractor shall pay to the District as fixed and liquidated damages, and not as a penalty, the sum of: **One Thousand Five Hundred Dollars ($1,500.00)** for each consecutive calendar day of delay, from and including the date on which the delay began, through and including the day on which the delay ceased (and including all intervening weekend days and holidays), until the work that is the subject of the delay is completed and accepted. This amount shall be deducted from any payments due to or to become due to the Contractor. The Contractor and the Contractor's surety shall be liable for the amount

thereof. Time extensions may be granted by the District as provided in Article 14 of the General Conditions.

6. **Default by Contractor:** If the Contractor fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, or fails to comply with any of the Project Documents, then the District's Board of Education, the District's Superintendent, or any designee of the Superintendent may deliver a written notice to the Contractor demanding that the Contractor cure such failure. If such failure is not cured within the time frame indicated in that notice and as indicated in the Project Documents, then the Contractor shall automatically be deemed to be in default of this Agreement without further notice from the District. Without limiting any other remedy available to the District pursuant to the Project Documents and/or applicable law, such default shall entitle the District to (a) exclude the Contractor from the Project premises (or any portion thereof in the District's discretion), (b) take possession of said premises (or portion thereof), together with all material and equipment thereon, and/or (c) complete all or any portion of the work contemplated by this Agreement, either by (i) furnishing the tools, equipment, labor or material necessary, or (ii) letting the unfinished portion of said work (or the portion taken over by the District) to another contractor, or (iii) a combination of those methods. The cost to the District of exercising any such remedy shall be a charge against the Contractor; the Contractor agrees to pay all such costs to the District upon the District's demand, and agrees that the District shall also have the right to deduct any or all such costs from any money due or becoming due to the Contractor from the District under this Agreement or any other agreement. Any surety executing any bond included among the Project Documents or otherwise agreeing to perform the Contractor's obligations under this Agreement shall also be liable for payment of said costs incurred by the District in connection with the exercise of the remedies described above, if the Contractor fails to pay those costs as required hereby.

7. **Indemnification, Defense and Hold Harmless:** The Contractor shall indemnify, defend, and hold harmless the District, the Architect, the District's owner's representative assigned to the Project by the District, the District's project manager assigned to the Project, and the District's construction manager assigned to the Project, and each of their respective shareholders, governing board members, directors, officers, partners, members, managers, agents, employees, engineers, contractors, subcontractors, volunteers, or consultants (the "Indemnified Parties") from an against any and all actions, agreements, attorneys' fees, causes of action, claims, contracts, costs, covenants, damages, debts, demands, expenses, judgments, lawsuits, liabilities, liens, losses, obligations, orders, and rights of whatever kind or nature in law, equity or otherwise, which arise out of or are in any way connected with the bidder's (or any of its subcontractors', its consultants' or its independent contractors') performance of work under this Agreement (or any subcontract there under) or otherwise in connection with the Project, (collectively, the "Claims"), save and except such Claims that are determined by a court of competent jurisdiction to have arisen from the active negligence or willful misconduct of an Indemnified Party. Without limiting the generality of the foregoing, the Contractor will indemnify, defend and hold harmless the Indemnified Parties against Claims arising from or in any way connected to:

a. The negligence or willful misconduct of the Contractor or its shareholders, directors, officers, partners, members, managers, agents, employees, engineers, consultants, contractors, or subcontractors;

b. The death of or bodily injury to any person, regardless of whether that death or injury occurs at the Project site or on or off of any other District property;

c. Injury to property, loss of property, or theft of property, regardless of whether that injury, loss or theft occurs at the Project site or on or off of any other District property; or

d. Any other loss, damage or expense sustained by the Contractor.

e. The Contractor – at it's own expense, cost, and risk – shall defend at the District's request any and all Claims that may be brought or instituted against any of the Indemnifies Parties, and shall pay or satisfy any judgment that may be rendered against any of the Indemnified Parties in any action, suit or other proceedings as a result thereof.

8. **Insurance:** The Contractor shall, at its expense, purchase and keep in force throughout the term of this Agreement, policies of insurance which are issued by insurers meeting the qualifications established by Section 13 of the General Conditions and Document 00 43 20 Certificate of Insurance. Those policies shall provide the types of insurance required by Contract Documents. The Contractor and its insurer shall provide a completed Certificate of Insurance in the form attached as Document 00 43 20 – Certificate of Insurance, and not an insurance company form.

9. **Escrow Agreement:** Substitution of Securities for Moneys Withheld, or Payment to Escrow Holder of Retentions, Pursuant to Public Contract Code § 22300. Pursuant to Public Contract Code Section 22300, and at the request and expense of the Contractor, securities equivalent to the amount of any monies withheld by the District to ensure the Contractor's performance under this Agreement shall done in compliance with in the form of the Escrow Agreement for Security Deposits in Lieu of Retention – Document 00 54 55.

10. **Additional Requirements if Project Involves Trenches or Excavations:** Pursuant to Public Contract Code Section 7104, if the Project involves digging trenches or other excavations that extend deeper than five (5) feet below the surface, then the provisions of Section 12 of the General Conditions apply to this Agreement and are hereby incorporated herein by reference.

11. **Resolution of Construction Claims:** Public Contract Code Section 20104(c) requires that the provisions of Public Contract Code Sections 20104 through 20104.6, or a summary thereof, "be set forth in the plans and specifications for any work which may give rise to a claim under" those Code Sections. Such a summary is set forth at Article 19 of the General Conditions and is hereby deemed also to be set forth in its entirety in the Plans and Specifications.

12. **Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Agreement not less than the general

prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.

13. **Stipulation Regarding Working Hours:** Pursuant to Labor Code Section 1813, the Contractor hereby stipulates to the matters set forth in Section 26 of the General Conditions.

14. **Stipulation Regarding Apprentices:** Pursuant to Labor Code Section 1777.5(n), the Contractor hereby stipulates to the matters set forth in Section 26 of the General Conditions.

15. **Assignment of Rights:** In entering into this Agreement, the Contractor offers and agrees (as required by Public Contract Code Section 7103.5(b) and Government Code Section 4552) to assign to the District all rights, title and interest in and to all causes of action the Contractor may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Sections 16700 *et seq.*) arising from purchases of goods, materials, or services by the Contractor for sale to the District pursuant to this Agreement. Such assignment shall be made and become effective at the time the District tenders final payment under this Agreement, without further acknowledgement by the Contractor or the District.

16. **Examination and Audit by State Auditor:** Pursuant to Government Code Section 8546.7, the District and the Contractor are each subject to the examination and audit of the State Auditor, at the District's request or as part of any audit of the District, for a period of three (3) years after final payment under this Agreement.

17. **Authority to Execute and Perform Agreement:** If the Contractor is a corporation, partnership, limited liability company or other legal entity, the persons signing this Agreement on the Contractor's behalf hereby represent and warrant that (a) the Contractor is duly formed and in good standing in the state in which it was formed, (b) the Contractor is authorized to do business in California, and (c) the person signing this Agreement on the Contractor's behalf is authorized by the Contractor to act for and bind the Contractor to this Agreement and to obligate the Contractor to perform pursuant to the terms of this Agreement and the other Project Documents.

18. **Incorporation of Provisions Required by Law:** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party this Agreement shall forthwith be physically amended to make such insertion or correction.

19. **Entire Agreement:** The "complete contract" (that is, this Agreement and the other Project Documents) constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This

Agreement and the other Project Documents can be modified only by an amendment in writing, signed by both parties and pursuant to action of the District's Board of Education.

20. **Change Orders**: The District represents to the Contractor that the resolution adopted by the District's Board of Education to approve the District's entry into this Agreement specifically authorizes the District's Associate Superintendent of Business Services, or his designee, to approve change orders under Section 17 of the General Conditions.

21. **"Days" Means Calendar Day:** All references to "Business Days" in any of the Project Documents is defined as days on which the District is opened for business. All other references to "days" in the Project Documents shall mean calendar days.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

"Contractor"	"District" Santa Ana Unified School District, a political subdivision of the State of California
By: William Baley	By:
Name: WILLIAM BALEY	Name: Orin L. Williams
Title: PRESIDENT	Title: Assistant Superintendent Facilities and Governmental Relations
Date: 6/21/17	Date:

NOTE: If the Contractor is a corporation, Contractor must attach a certified copy of the corporation's by-laws, or of the resolution of the Board of Directors of the corporation, authorizing the above person to execute this Agreement and the bonds required by the Contract Documents.

Attest:

By: _____

Name: _____

Title: _____

_____

Date: _____

AGENDA ITEM BACKUP SHEET
June 27, 2017

Board Meeting

TITLE: **Authorization to Award a Bid for the Purchase of Kitchen Equipment for Nutrition Services**

ITEM: **Action**
SUBMITTED BY: **Edmond T. Heatley, Ed.D., Deputy Superintendent, Administrative Services**
PREPARED BY: **Mark Chavez, Director, Nutrition Services**

ITEM SUMMARY:

- Award Bid No. 15-17.
- Provides for purchase of kitchen equipment.
- Bid award effective July 1, 2017 through June 30, 2018, with two possible 1-year extensions with Board of Education approval.

BACKGROUND INFORMATION:

The District operates 55 school site cafeterias and the District central kitchen. Staff issued a bid for the purchase of commercial kitchen equipment to replace aging and worn equipment throughout school site cafeterias and the District central kitchen. The majority of the equipment purchases are ovens, refrigerators, freezers, milk coolers, and student serving speed line equipment.

RATIONALE:

The purpose of this agenda item is to seek Board approval to award the bid for the purchase of kitchen equipment for Nutrition Services, pursuant to Bid No. 15-17, for school site cafeterias and the District central kitchen.

The bid was advertised, as legally required, in the Orange County Register, on the District's website, on six bid portals, as well as direct outreach to local firms. Ten firms downloaded bid packages and eight firms submitted bids. Bids were evaluated based on an item-by-item review. Staff recommends multiple awards to the lowest responsive, responsible bidders listed below. Vendor selection is in compliance with Board Policy.

Bidder	No. Items Awarded	Anticipated Spend
Douglas Equipment	13	$336,222
Chef's Depot	10	$314,677
Arrow Restaurant Equipment & Supplies	6	$148,634
Action Sales	5	$241,637
Sam Tell and Son Inc.	2	$10,057
Chef's Toys	Not low bidder on any item	-
Kamran and Company, Inc.	Not low bidder on any item	-
Royalton Foodservices Equipment, Inc.	Not low bidder on any item	-

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

FUNDING:

Fund 13 – Cafeteria Fund: $1,200,000

RECOMMENDATION:

Authorize staff to award the bid to Douglas Equipment, Chef's Depot, Arrow Restaurant Equipment & Supplies, Action Sales, and Sam Tell and Son, Inc., for the purchase of kitchen equipment, pursuant to Bid No. 15-17.

EH:mc:mm

AGENDA ITEM BACKUP SHEET
June 27, 2017

Board Meeting

TITLE: **Authorization to Award a Bid for the Purchase of Kitchen Supplies for Nutrition Services**

ITEM: **Action**
SUBMITTED BY: **Edmond T. Heatley, Ed.D., Deputy Superintendent, Administrative Services**
PREPARED BY: **Mark Chavez, Director, Nutrition Services**

BACKGROUND INFORMATION:

The District operates 55 school site cafeterias and the District central kitchen. Staff issued a bid for the purchase of kitchen supplies to support the ongoing operation of school site cafeterias and the District central kitchen. The supplies are primarily paper, plastic, or chemicals that food service staff use to serve students or clean school kitchens.

ITEM SUMMARY:

- Award Bid No. 16-17.
- Provides for purchase of kitchen supplies.
- Bid award effective July 1, 2017 through June 30, 2018, with two possible 1-year extensions with Board of Education approval.

RATIONALE:

The purpose of this agenda item is to seek Board approval to award a bid for the purchase of kitchen supplies for Nutrition Services, pursuant to Bid No. 16-17, for school site cafeterias and the District central kitchen. The kitchen supplies on this bid consist of packaging supplies, utensils and cleaning supplies to support ongoing daily cafeteria operations.

The bid was advertised, as legally required, in the *Orange County Register*, on the District's website, on six bid portals, as well as direct outreach to local firms. Fourteen firms downloaded bid packages and eleven firms submitted bids. Bids were evaluated based on an item-by-item review. Staff recommends multiple awards to the lowest responsive, responsible bidders listed below. Vendor selection is in compliance with Board Policy.

Bidder	No. Items Awarded	Anticipated Spend
Trade Supplies, Inc.	56	$578,232
Interboro Packaging Corp.	7	$7,854
The Platinum Packaging Group	6	$164,354
Daxwell	4	$94,128
American Tex-Chem Corp.	3	$12,726
Tronex International, Inc.	3	$228
UniPak Corp.	3	$8,901
Transcendia, Inc.	2	$24,813
ICG Packing & Supply	1	$51,627
Plastic Package, Inc.	1	$28,329
Form Plastics Co., Inc.	Not low bidder on any item	-

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

FUNDING:

Fund 13 – Cafeteria Fund: $1,100,000

RECOMMENDATION:

Authorize staff to award a bid to Trade Supplies, Inc., Interboro Packaging Corp., The Platinum Packaging Group, Daxwell, American Tex-Chem Corp, Tronex International, Inc., UniPak Corp., Transcendia, Inc., ICG Packing & Supply and Plastic Package, Inc., for the purchase of kitchen supplies renewable annually for a total period of up to three years, pursuant to Bid No. 16-17.

EH:jg:mc:mm

AGENDA ITEM BACKUP SHEET
June 27, 2017

Board Meeting

TITLE: **Authorization to Reject all Bids for Bid Package No. 1 –Villa Intermediate School Kitchen**

ITEM: **Action**
SUBMITTED BY: **Orin L. Williams, Assistant Superintendent, Facilities and Governmental Relations**
PREPARED BY: **Orin L. Williams, Assistant Superintendent, Facilities and Governmental Relations**

BACKGROUND INFORMATION:

Submitted for Board consideration is the staff recommendation to reject all bids for Bid Package No. 1 – Villa Intermediate School Kitchen.

ITEM SUMMARY:

- The District only received one bid in the amount of $494,680.00.
- The bids received exceeded the project budget by nearly two times.
- Rejection of bids is in compliance with Board Policy Bids 3311(a) and Public Contract Code

RATIONALE:

Legal advertisement of notice calling for bids was placed in the *Orange County Register* on April 14 and April 21, 2017. Staff recommends rejecting all bids since the District only received one bid which also exceeded by nearly two times the project estimate amount.

Project Site	Bid Package	Description
Villa IS	BP No. 1	Villa Intermediate School Kitchen

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

LCAP Goal 3.3: Establish processes that support maintaining current facilities (school safety and maintenance).

FUNDING:

No impact to the General Fund.

RECOMMENDATION:

Authorize staff to reject all bids for Bid Package No. 1 –Villa Intermediate School Kitchen.

EH:OW:rb

AGENDA ITEM BACKUP SHEET
June 27, 2017

Board Meeting

TITLE: **Approval of Revised Job Descriptions**

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 approval of revised job descriptions listed below:

Current Classification	Current Pay Grade	New Classification	New Pay Grade
Food Service Worker	11	Nutrition Services Assistant	14
Senior Food Service Worker	13	Nutrition Services Assistant	14
Food Service Facility Operator	15	Nutrition Services Lead – Satellite Kitchen	17
Food Service Supervisor-Elementary	15	Nutrition Services Lead – Satellite Kitchen	17
Cook	17	Cook	21
Baker	17	Cook	21
Senior Cook	21	Cook	21
Senior Baker	21	Cook	21
Certified Chef	33	Certified Chef	33

The Board's approval of these job descriptions becomes final as of the District's completion of any negotiations processes required by law.

The revised job descriptions are attached.

RATIONALE:

The Nutrition Services job descriptions were last updated in 2001. The updates are intended to:

- Provide a job ladder to encourage growth for employees with the skills and desire to promote,
- Reflect school nutrition requirements and industry updates since the last revision in 2001,
- Reflect working conditions validated through a job function analysis,
- Attract and retain great employees, and
- Improve wage scale for Nutrition Services employees (Nutrition Services has the lowest wage scale in the District).

Funding for these positions is allocated to the Nutrition Services budget.

FUNDING:

Cafeteria Fund (Fund 13): approximately $430,000 increase per year. This reflects an average increase of 6.36% to the positions listed above. These additional costs will not affect the General Fund; the Cafeteria Fund will remain self-sufficient.

RECOMMENDATION:

Approve the following revised job descriptions:

- Food Service Worker to Nutrition Services Assistant
- Senior Food Service Worker to Nutrition Services Assistant
- Food Service Facility Operator to Nutrition Services Lead-Satellite Kitchen
- Food Service Supervisor Elementary to Nutrition Services Lead-Satellite Kitchen
- Cook
- Baker to Cook
- Senior Cook to Cook
- Senior Baker to Cook
- Certified Chef

MAM:nr

SANTA ANA UNIFIED SCHOOL DISTRICT

~~FOOD SERVICE WORKER~~ **NUTRITION SERVICES ASSISTANT**

~~BASIC FUNCTION:~~ **JOB SUMMARY:**

Under the direction of ~~higher-level staff~~ **the Director of Nutrition Services or designee**, perform a variety of duties involved in the preparation and serving of school ~~lunches~~ **meals**, a la carte items, ~~and staff~~ **adult** meals**, and catering** at the central ~~food facility~~ **kitchen**, ~~District~~ school~~s~~ **sites,** and administrative offices.

DISTINGUISHING CHARACTERISTICS:

~~This classification is responsible for a variety of food service functions including the preparation and packaging of food service items in the central kitchen, the heating and serving of food items in the schools and the operation of a snack bar and other special school or teacher's lunch rooms.~~ **This position assists with food preparation, set up, service, and clean up as directed by the designated Supervisor or Lead.**

REPRESENTATIVE DUTIES:

- ~~Assist in preparing and cooking meats, soups, gravies, sauces and vegetables; assist in preparing chili, macaroni and cheese and other main dish items. E~~
- ~~Assist in roasting, steaming and frying food items; assist in assembling ingredients and flavors and blending them in accordance with recipe instructions. E~~
- ~~Measure, sift and mix ingredients for different types of baked goods; prepare fillings; prepare and apply icings and frostings; cut cakes into individual servings; package baked items for sale; arrange baked items on trays as directed. E~~
- **Prepare a variety of foods according to a planned menu and standardized recipes. E**
- **Operate kitchen equipment such as ovens, steamers, warmers, kettles, stoves, mixers, slicers, can openers, blast chillers, food carts, dishwashers, serving line equipment, and production line equipment. E**
- **Utilize kitchenware such as knives, spatulas, whisks, tongs, spoons, cutting boards, storage containers, transport/heating baskets, sheet and bun pans, chafing dishes, air pots, coffee makers, and ladles. E**
- Place food items on plates, **trays, or in containers,** inspecting for portion and quality control. E

REPRESENTATIVE DUTIES: (continued)

- ~~Operate assembly line belt for packing by opening cans of fruit, slicing oranges, opening packages of bread and rolls, buttering bread and rolls, mixing salads, cutting cakes and other desserts into individual portions and preparing bread sticks and carrot and celery sticks. E~~
- Receive**, label,** and store ~~packed lunches; inspect and store~~ incoming food and supplies **according to HACCP standards**. E
- ~~Heat and serve lunches; collect lunch money and/or lunch tickets. E~~
- **Operate a computerized point of sale (POS). E**
- Maintain food service ~~facilities and~~ equipment**, utensils, and areas** in a clean and sanitary manner. E
- ~~Estimate student lunches required at receiving kitchen; order lunches to meet demand. E~~
- Count monies received; balance on inventory sheet. E
- **Assist in taking, rotating, and storing inventory as necessary. E**
- Assist in **completing production records** ~~preparing~~ inventor**y** ~~ies and~~ reports**, and HACCP records as necessary**. **E**
- **Practice safe food handling according to Hazard Analysis Critical Control Points (HACCP), Orange County Environmental Health, and SAUSD Nutrition Services Standard Operating Procedures. E**
- Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Efficient, sanitary and safe food-handling practices.
- **Basic principles of personal hygiene.**
- Food preparation methods such as washing, cutting and assembling food and ingredients.
- ~~Use of weighing and measuring devices.~~
- **Use and care of kitchen equipment and utensils.**
- Basic operation of food service equipment.
- Oral and written communication skills.
- Basic math.
- **Customer service best practices.**

KNOWLEDGE AND ABILITIES:

Ability to:

- Learn to schedule work to produce required food at a specific time.
- Learn efficient operating techniques of such institutional equipment as electric mixers, ovens, proofing cabinets, mechanical conveyers and other food service equipment.
- Follow applicable health and sanitation requirements.
- Lift and transport quantity amounts of food from one area to another.
- Understand and follow oral and written directions.
- **Read and follow a recipe.**
- Count, add, subtract, multiply and divide up to four digit numbers.
- Maintain records and prepare simple reports.
- Work efficiently under rush conditions.
- Count quickly and accurately.
- Meet schedules and time lines.
- Communicate effectively with others.
- Establish and maintain effective working relationships with others.
- Perform the essential functions of the job.

EDUCATION AND EXPERIENCE:

~~Any combination equivalent to sufficient training and experience to demonstrate the knowledge and abilities listed above.~~
Any combination equivalent to a high school diploma or GED.

LICENSES AND OTHER REQUIREMENTS:

CA Food Handler Card or Servsafe Manager Certification or equivalent or obtain within 30 days of employment.

WORKING CONDITIONS:

ENVIRONMENT:

- Food service or food preparation area.
- **Walk in coolers and freezers.**
- **Dish areas and ovens.**
- **Indoors and outdoors.**
- **Temperature variation throughout the work shift.**

PHYSICAL ABILITIES:

- Walking and standing for extended periods of time.
- **Hearing and speaking to accurately exchange information.**
- Seeing to monitor proper measurements **and read materials.**

WORKING CONDITIONS:

PHYSICAL ABILITIES:

- Bending at the waist, **twisting,** ~~kneeling or~~ crouching**, climbing and balancing**.
- ~~Lifting, carrying, pushing or pulling moderately heavy objects, normally not exceeding thirty (30) pounds.~~
- Reaching over head, above the shoulders, and horizontally.
- **Lifting moderately heavy objects up to 42 pounds.**
- **Carrying moderately heavy objects up to 33 pounds.**
- **Pushing carts and equipment up to 100 foot pounds.**
- **Pulling pallets or racks up to 80 foot pounds.**
- **Fine finger movement, handling, and gripping of food, utensils, packaging and equipment.**
- ~~Dexterity of hands and fingers to operate various kitchen appliances.~~

HAZARDS:

- Exposure to extreme hot or cold temperatures.
- **Exposure to food service equipment and food preparation and storage areas.**

Reasonable a~~A~~ccommodation may be made to enable a person with a disability to perform the essential functions of the job ~~with or without reasonable accommodation.~~ **pursuant to the formal Interactive Process.**

Board Approved: (9/91) 5/01

SANTA ANA UNIFIED SCHOOL DISTRICT

~~SENIOR FOOD SERVICE WORKER~~ **NUTRITION SERVICES ASSISTANT**

~~BASIC FUNCTION:~~ **JOB SUMMARY:**

~~Under the direction of a High School or Intermediate Supervisor, operate a school snack bar and/or staff lounge, serving food items and beverages to employees.~~
Under the direction of the Director of Nutrition Services or designee, perform a variety of duties involved in the preparation and serving of school meals, a la carte items, adult meals, and catering at the central food facility, school sites, and administrative offices.

DISTINGUISHING CHARACTERISTICS:

- ~~This classification differs from Food Service Worker in that the incumbent operates a school snack bar and/or staff lounge with minimal supervision.~~
- **This position assists with food preparation, set up, service, and clean up as directed by the designated Supervisor or Lead.**

REPRESENTATIVE DUTIES:

- ~~Estimate the amount of food necessary for facility operations. E~~
- ~~Plan daily menus and order food supplies to meet sales demands. E~~
- ~~Maintain adequate flow of food items and lunches to meet various peak periods of the day. E~~
- ~~Prepare, heat and serve food items such as sandwiches, hamburgers, soups, salads and salad dressings; prepare salad bar and condiments for potato bar; bake muffins. E~~
- ~~Complete preparation of partially prepared food items ordered from Central Food Facility; heat foods for final preparation. E~~
- **Prepare a variety of foods according to a planned menu and standardized recipes. E**
- **Operate kitchen equipment such as ovens, steamers, warmers, kettles, stoves, mixers, slicers, can openers, blast chillers, food carts, dishwashers, serving line equipment, and production line equipment. E**
- **Utilize kitchenware such as knives, spatulas, whisks, tongs, spoons, cutting boards, storage containers, transport/heating baskets, sheet and bun pans, chafing dishes, air pots, coffee makers, and ladles. E**

REPRESENTATIVE DUTIES: (continued)

- ~~Confer with supervisor concerning operational problems, improvement of service, changes in menus, items sold and other matters. E~~

- ~~Clean, stock and maintain vending machines, order supplies for vending machines; count vending machine money daily. E~~

- **Place food items on plates, trays or in containers, inspecting for portion and quality control. E**

- Receive, **label,** ~~inspect~~ and store incoming food **and** supplies **according to HACCP standards**. E

- ~~Count money, make change and prepare cash and inventory reports. E~~

- **Operate a computerized point of sale (POS). E**

- **Count monies received; balance on inventory sheet. E**

- **Assist in taking, rotating, and storing inventory as necessary. E**

- **Assist in completing production records, inventory reports, and HACCP records as necessary. E**

- ~~Clean food service area to ensure health, safety and sanitation requirements are being met. E~~

- Maintain food service equipment, utensils and areas in a clean and sanitary manner. E

- **Practice safe food handling according to Hazard Analysis Critical Control Points (HACCP), Orange County Environmental Health, and SAUSD Nutrition Services Standard Operating Procedures. E**

- **Perform related duties as assigned.**

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Efficient, sanitary and safe food handling practices.
- Basic principles of personal hygiene.
- **Food preparation methods such as washing, cutting and assembling food and ingredients.**

KNOWLEDGE AND ABILITIES: (continued)

Knowledge of: (continued)

- **Use and care of kitchen equipment and utensils.**
- **Basic** ~~O~~operation of food service equipment.
- Basic math.
- Oral and written communications skills.
- ~~English, grammar, spelling and punctuation.~~
- ~~Principles of food service facility operation.~~
- **Customer service best practices.**

Ability to:

- ~~Operate a food service facility with little or no direction.~~
- ~~Make change quickly and accurately.~~
- ~~Interpret and accurately follow instructions on pre-packaged and convenience foods.~~
- **Learn to schedule work to produce required food at a specific time.**
- **Learn efficient operating techniques of such institutional equipment as electric mixers, ovens, proofing cabinets, mechanical conveyors and other food service equipment.**
- **Follow applicable health and sanitation requirements.**
- **Lift and transport quantity amounts of food from one area to another.**
- Understand and follow oral and written directions.
- **Read and follow a recipe.**
- ~~Order, store, display and serve large quantities of packaged foods.~~
- ~~Operate grills, ovens and other heating equipment.~~
- ~~Schedule heating of food items under rush conditions.~~
- **Count, add, subtract, multiply and divide up to four digit numbers.**
- Maintain records and prepare simple reports.
- ~~Estimate food and supply needs and quantities.~~
- ~~Make simple arithmetic calculations.~~
- ~~Work cooperatively with others.~~
- **Work efficiently under rush conditions.**
- **Count quickly and accurately.**
- **Meet schedules and timelines.**
- Communicate effectively with others.
- ~~Meet schedules and time lines.~~
- ~~Plan menus.~~
- ~~Maintain vending machines assigned to area.~~
- **Establish and maintain effective working relationships with others.**
- Perform the essential functions of the job.

EDUCATION AND EXPERIENCE:
~~Any combination equivalent to graduation from high school and at least one year of experience in operating a food service facility with little or no direction.~~
Any combination equivalent to a high school diploma or GED.

LICENSES AND OTHER REQUIREMENTS:

CA Food Handler Card or Servsafe Manager Certification or equivalent or obtain within 30 days of employment.

WORKING CONDITIONS:

ENVIRONMENT:

- ~~School snack bar and/or staff lounge.~~
- **Food service preparation and serving areas.**
- **Walk in coolers and freezers.**
- **Dish areas and ovens.**
- **Indoors and outdoors.**
- **Temperature variation throughout the work shift.**

PHYSICAL ABILITIES:

- Walking and standing for extended periods of time.
- **Hearing and speaking to accurately exchange information.**
- Seeing to monitor proper measurements and read materials.
- Bending at the waist, ~~kneeling or crouching.~~ **twisting, crouching, climbing and balancing.**
- ~~Lifting, carrying, pushing or pulling moderately heavy objects, normally not exceeding forty (40) pounds.~~
- Reaching over head, above the shoulders and horizontally.
- ~~Dexterity of hands and fingers to operate various kitchen appliances.~~
- **Lifting moderately heavy objects up to 42 pounds.**
- **Carrying moderately heavy objects up to 33 pounds.**
- **Pushing carts and equipment up to 100 foot pounds.**
- **Pulling pallets or racks up to 80 foot pounds.**
- **Fine finger movement, handling, and gripping of food, utensils, packaging and equipment.**

HAZARDS:

- Exposure to extreme hot or cold temperatures.
- **Exposure to food service equipment and food preparation and storage areas.**

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

Board Approved: (12/82) 5/01

SANTA ANA UNIFIED SCHOOL DISTRICT

~~FOOD SERVICE FACILITY OPERATOR~~ NUTRITION SERVICES LEAD – SATELLITE KITCHEN

~~BASIC FUNCTION~~ JOB SUMMARY:

Under the direction of ~~a Food Service Supervisor~~ **the Director of Nutrition Services or designee**, ~~operate a snack bar, teachers' lunch room, or special school lunch room, serving food items and beverages.~~ **Perform a variety of duties involved in the preparation and serving of school meals, a la carte items, adult meals, and catering in satellite kitchens.**

DISTINGUISHING CHARACTERISTICS:

This is the lead position in a satellite kitchen operation. A satellite kitchen receives its food from the Central Kitchen or another production kitchen. Incumbents may direct the work of Nutrition Services Assistants in the satellite kitchen.

REPRESENTATIVE DUTIES:

- **Lead and direct the Nutrition Services Assistants in the preparation and service of meals. E**
- ~~Estimate the amount of food necessary for facility operations. E~~
- ~~Order food and supplies to meet sales demand. E~~
- **Order food, beverages, and supplies from Central Kitchen (or other assigned production kitchen), Warehouse, and vendors in sufficient amounts to support student participation and minimize waste. E**
- ~~Maintain adequate flow of food items or pre-packaged lunches to snack bar or lunch serving area to meet various peak period such as lunch periods and nutrition breaks. E~~
- ~~Heat and serve hot dogs, hamburgers, pre-packaged lunches and other food items; prepare salads and salad dressings as necessary. E~~
- ~~Complete preparation of partially prepared foods such as sandwiches, soups and convenience foods. E~~

REPRESENTATIVE DUTIES: (continued)

- **Prepare and hold food items at appropriate temperatures to ensure food safety and quality. E**
- **Set up serving lines and ensure that lines are properly stocked throughout meal service. E**
- **Ensure that meals and serving areas are ready for service at assigned meal times. E**
- ~~Confer with supervisor regarding operational problems, improvement of service, changes in menus, items sold, and other matters. E~~
- **Communicate with Supervisor to report as necessary any operational concerns related to service, food, personnel, equipment, food safety, facilities, vendors, site administration, parents, or students. E**
- ~~Inspect and store incoming food and supplies. E~~
- **Receive, label, and store incoming food and supplies according to HACCP standards. E**
- ~~Count money, make change and prepare cash and inventory reports. E~~
- **Collect and count money, prepare deposits, and verify scheduled armored car pick up according to established Department procedures. E**
- ~~Clean or supervise the cleaning of food service area. E~~
- Ensure health, safety and sanitation requirements are being met. E
- Maintain food service equipment, utensils and areas in a clean and sanitary manner. E
- **Operate a computerized point of sale (POS). E**
- **Complete production records, inventory reports, and HACCP records as necessary. E**
- **Attend meetings and workshops as assigned. E**

REPRESENTATIVE DUTIES: (continued)

- **Practice safe food handling according to Hazard Analysis Critical Control Points (HACCP), Orange County Environmental Health, and SAUSD Nutrition Services Standard Operating Procedures. E**

- **May assist with the production of food at the Central Kitchen or another production kitchen. E**

- **Train Nutrition Services Assistants and new Nutrition Services Leads. E**

- Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Efficient, sanitary, and safe food handling practices.
- ~~Basic p~~ **P**rinciples of personal hygiene.
- **Food preparation methods such as washing, cutting, and assembling food and ingredients.**
- **Use and care of kitchen equipment and utensils.**
- Operation of food service equipment.
- Oral and written communications skills.
- Basic math.
- **Customer service best practices.**
- **Operation of office equipment.**
- ~~English, grammar, spelling and punctuation.~~

Ability to:

- **Operate a satellite kitchen with little or no direction.**
- **Direct the work of Nutrition Services Assistants in a satellite kitchen.**
- **Follow applicable health and sanitation requirements.**
- **Lift and transport quantity amounts of food from one area to another.**
- ~~Make change quickly and accurately.~~
- ~~Interpret and accurately follow instructions on pre-packaged and convenience foods.~~
- ~~Understand and follow oral and written directions.~~
- **Understand and follow oral and written directions.**
- **Read and follow a recipe.**
- ~~Make simple arithmetic calculations.~~
- **Count, add, subtract, multiply and divide four digit numbers.**
- Order, store, display and serve large quantities of ~~packaged~~ foods.

KNOWLEDGE AND ABILITIES: (continued)

Ability to: (continued)

- ~~Operate grills, ovens and other heating equipment.~~
- **Operate food service equipment utilized in a satellite kitchen.**
- ~~Schedule heating of pre-packaged lunches or other food items under rush conditions.~~
- ~~Maintain records and prepare simple reports.~~
- **Prepare and maintain records and reports.**
- Estimate food and supply needs.
- ~~Work cooperatively with others.~~
- **Establish and maintain effective working relationships with others.**
- Communicate effectively with others.
- **Plan and organize work.**
- Meet schedules and time lines.
- **Operate modern office equipment.**
- Perform the essential functions of the job.

EDUCATION AND EXPERIENCE:

Any combination equivalent to ~~graduation from~~ **a** high school **diploma or GED** and at least ~~six months~~ **one year** of **food service** experience ~~in a school food service position~~.

LICENSES, CERTIFICATES OR OTHER REQUIREMENT:

Valid California Driver's License.

Valid ServSafe Manager Certification or equivalent or obtain within 30 days of employment.

WORKING CONDITIONS:

ENVIRONMENT**:**

- ~~School satellite serving area such as a snack bar, teachers' lounge, or special school lunch serving area.~~
- ~~May drive personal vehicle to transport lunches from cooking kitchen to serving area.~~
- **Food service or food preparation area**
- **Walk in coolers and freezers**
- **Dish areas and ovens**
- **Indoors and outdoors**
- **Extreme hot and cold temperatures**
- **Temperature variation throughout the work shift**

WORKING CONDITIONS: (continued)

PHYSICAL ABILITIES**:**

- **Walking and standing for extended periods of time.**
- Hearing, ~~and~~ speaking**, reading, and writing to** accurately ~~to~~ exchange information.
- Seeing to ~~read a variety of materials and drive a vehicle.~~ **monitor proper measurements and read materials.**
- Bending at the waist, **twisting, crouching,** ~~kneeling or crouching to lift or move objects.~~ **climbing and balancing.**
- ~~Lifting or moving objects, normally not exceeding thirty (30) pounds.~~
- **Reaching overhead, above the shoulders, and horizontally.**
- **Lifting moderately heavy objects up to 42 pounds.**
- **Carrying moderately heavy objects up to 20 pounds.**
- **Pushing carts and equipment up to 100 foot pounds.**
- **Pulling pallets or racks up to 45 foot pounds.**
- **Fine finger movement, handling, and gripping of food, utensils, packaging and equipment.**

HAZARDS:

- **Exposure to extreme hot or cold temperatures.**
- **Exposure to food service equipment and food preparation and storage areas.**

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

Board Approved: (3/01) 5/01

SANTA ANA UNIFIED SCHOOL DISTRICT

~~FOOD SERVICE SUPERVISOR-ELEMENTARY~~ NUTRITION SERVICES LEAD – SATELLITE KITCHEN

~~BASIC FUNCTION~~ JOB SUMMARY:

Under the direction of the ~~Manager of Food Service Operations~~ **Director of Nutrition Services or designee**, ~~operate an elementary school satellite receiving kitchen~~ **perform a variety of duties involved in the preparation and serving of school meals, a la carte items, adult meals, and catering in satellite kitchens**.

DISTINGUISHING CHARACTERISTICS:

~~This classification is distinguished from other positions in the Food Service Worker class in that incumbents are assigned to an elementary school and are responsible for serving Type A student meals which have been prepared and packaged at the Central Food Facility. Incumbents may have lead supervisory responsibility for a Food Service Worker and student assistants. This class is distinguished from the Food Service Supervisor-Intermediate class in that the Food Service Supervisor-Intermediate has responsibility for serving Type A lunches in addition to a snack bar and teacher lounge operation and supervises from six to eight food service workers.~~
This is the lead position in a satellite kitchen operation. A satellite kitchen receives its food from the Central Kitchen or another production kitchen. Incumbents may direct the work of Nutrition Services Assistants in the satellite kitchen.

REPRESENTATIVE DUTIES:

- ~~Organize and direct the work of another food service employee and/or student helpers; train new employees and student helpers as required. E~~

- **Lead and direct the Nutrition Services Assistants in the preparation and service of meals. E**

- ~~Estimate student meals required at elementary school receiving kitchens; order lunches to meet sales demand. E~~

- **Order food, beverages, and supplies from Central Kitchen (or other assigned production kitchen), Warehouse, and vendors in sufficient amounts to support student participation and minimize waste. E**

- **Prepare and hold food items at appropriate temperatures to ensure food safety and quality. E**

REPRESENTATIVE DUTIES: (continued)

- **Set up serving lines and ensure that lines are properly stocked throughout meal service. E**
- ~~Maintain adequate flow of pre-packaged lunches to lunch serving areas to ensure timely service. E~~
- **Ensure that meals and serving areas are ready for service at assigned meal times. E**
- ~~Confer with Manager of Food Service Operations regarding operational problems and improvement of service and changes in menu. E~~
- **Communicate with Supervisor to report as necessary any operational concerns related to service, food, personnel, equipment, food safety, facilities, vendors, site administration, parents, or students. E**
- ~~Inspect and store incoming food and supplies. E~~
- **Receive, label, and store incoming food and supplies according to HACCP standards. E**
- ~~Prepare and sell lunch tickets; collect and count money; prepare cash reports; transport cash and reports to base kitchen daily. E~~
- **Collect and count money, prepare deposits, and verify scheduled armored car pick up according to established Department procedures. E**
- ~~Direct and participate in the cleaning of food service area. E~~
- Ensure health, safety and sanitation requirements are being met. E
- Maintain food service equipment**,** ~~and~~ utensils**, and areas** in a clean and sanitary manner. E
- **Operate a computerized point of sale (POS). E**
- ~~Prepare and maintain records, reports, inventories, requisitions and free or reduced lunch program information; proofread applications; review computer printouts for accuracy. E~~
- **Complete production records, inventory reports, and HACCP records as necessary. E**
- ~~Prepare foods such as muffins, hot and cold sandwiches, potatoes, salads, vegetable and fruit cups and other a la carte items. E~~

REPRESENTATIVE DUTIES: (continued)

- **Attend meetings and workshops as assigned. E**
- **Practice safe food handling according to Hazard Analysis Critical Control Points (HACCP), Orange County Environmental Health, and SAUSD Nutrition Services Standard Operating Procedures. E**
- **May assist with the production of food at the Central Kitchen or another production kitchen. E**
- **Train Nutrition Services Assistants and new Nutrition Services Leads. E**
- Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Efficient, sanitary, and safe food-handling practices.
- **Principles of personal hygiene.**
- **Food preparation methods such as washing, cutting, and assembling food and ingredients.**
- **Use and care of kitchen equipment and utensils.**
- Operation of food service equipment.
- Oral and written communications skills.
- Basic math.
- **Customer services best practices.**
- ~~Modern~~ **Operation of** office equipment.

Ability to:

- **Operate a satellite kitchen with little or no direction.**
- **Direct the work of Nutrition Services Assistants in a satellite kitchen.**
- **Follow applicable health and sanitation requirements.**
- **Lift and transport quantity amounts of food from one area to another.**
- Understand and follow oral and written directions.
- **Read and follow a recipe.**
- Count, add, subtract, multiply and divide four digit numbers.
- ~~Order, heat and serve large quantities of pre-packaged lunches.~~
- **Order, store, prepare, display and serve large quantities of foods.**
- Schedule ~~heating of pre-packaged lunches~~ **preparation of food items** under rush conditions.
- **Operate food service equipment utilized in a satellite kitchen.**

KNOWLEDGE AND ABILITIES: (continued)

Ability to: (continued)

- **Prepare and** ~~M~~ **m**aintain records and ~~prepare simple~~ reports.
- **Work efficiently under rush conditions.**
- **Count quickly and accurately.**
- Estimate food and supply needs.
- Establish and maintain effective working relationships with others.
- **Communicate effectively with others.**
- Plan and organize work.
- **Meet schedules and timelines.**
- ~~Work independently with little direction.~~
- Operate modern office equipment.
- Perform the essential functions of the job.

EDUCATION AND EXPERIENCE:

Any combination equivalent to ~~some~~ **a** high school **diploma or GED** and **at least** one year of **food service** experience ~~in a school food service position~~.

LICENSES AND OTHER REQUIREMENTS:

Valid California Driver's License.
Valid ServSafe Manager Certification or equivalent or obtain within 30 days of employment.

WORKING CONDITIONS:

ENVIRONMENT:

- ~~Elementary school food service area.~~
- **Food service or food preparation area.**
- **Walk in coolers and freezers.**
- **Dish areas and ovens.**
- **Indoors and outdoors.**
- **Extreme hot and cold temperatures.**
- **Temperature variation throughout the work shift.**

PHYSICAL ABILITIES:

- **Walking and standing for extended periods of time.**
- Hearing, ~~and~~ speaking, **reading, and writing to** accurately ~~to~~ exchange information.
- Seeing to monitor proper measurements and read materials.
- Bending at the waist, **twisting, crouching, climbing, and balancing** ~~kneeling or crouching.~~

WORKING CONDITIONS:

PHYSICAL ABILITIES:

- ~~Lifting, carrying, pushing or pulling objects, normally not exceeding thirty (30) pounds.~~
- Reaching over head, above the shoulders and horizontally.
- **Lifting moderately heavy objects up to 42 pounds.**
- **Carrying moderately heavy objects up to 20 pounds.**
- **Pushing carts and equipment up to 100 foot pounds.**
- **Pulling pallets or racks up to 45 foot pounds.**
- **Fine finger movement, handling, and gripping of food, utensils, packaging and equipment.**

HAZARDS:

- Exposure to extreme hot or cold temperatures.
- **Exposure to food service equipment and food preparation and storage areas.**

Reasonable a~~A~~ccommodation may be made to enable a person with a disability to perform the essential functions of the job ~~with or without reasonable accommodation.~~ **pursuant to the formal Interactive Process.**

SANTA ANA UNIFIED SCHOOL DISTRICT

COOK

~~BASIC FUNCTION:~~ **JOB SUMMARY:**

Under the direction of ~~higher-level staff~~ **the Director of Nutrition Services or designee**, ~~cook~~ **prepare** a variety of foods for ~~hot school lunches following standard recipes to achieve the required taste and appearance standards.~~ **school meals, a la carte, adult meals, and catering**.

DISTINGUISHING CHARACTERISTICS:

~~The Cook position is at the journey level. Positions assigned to this class can be distinguished from entry-level classes in that the incumbents are experienced cooks and perform their duties with only occasional instruction or assistance, and are fully aware of the operating policies and procedures of the Central Kitchen.~~
This position prepares food from scratch at the Central Kitchen. Incumbents in this position must be able to operate industrial kitchen equipment for high volume cooking.

REPRESENTATIVE DUTIES:

- ~~Cook main dishes according to a planned weekly menu; assist in modifying menus as necessary. **E**~~
- ~~Prepare and cook meats, soups, gravies, sauces and vegetables; prepare chili, macaroni and cheese, and other main dish items. **E**~~
- ~~Roast, steam and fry food items; assemble ingredients and flavors and blend them in accordance with recipe instructions. **E**~~
- ~~Arrange cooking schedule and storage of cooked items to ensure proper temperature for hot foods at serving time. **E**~~
- ~~Furnish work direction to cooking assistants. **E**~~
- ~~Clean and maintain work area, kitchen utensils and equipment. **E**~~
- ~~May assist in ordering milk and foodstuffs.~~
- ~~May serve as cashier; may count money.~~
- ~~Assist in maintaining inventory records; prepare and maintain reports and records as necessary.~~
- ~~May substitute in a higher-level related position as assigned.~~
- ~~Perform related duties as assigned.~~

REPRESENTATIVE DUTIES: (continued)

- **Prepare bulk quantities of menu items from scratch. E**
- **Prepare specialty items for catering events. E**
- **Ensure food items and ingredients are on hand and ready to prepare according to planned menu or production schedule. E**
- **Ensure health, safety and sanitation requirements are being met. E**
- **Communicate with Supervisor to report as necessary any operational concerns related to food, personnel, equipment, food safety, or facilities. E**
- **Maintain food service equipment, utensils and areas in a clean and sanitary manner. E**
- **Complete production records, inventory reports, and HACCP records as necessary. E**
- **Attend meetings and workshops as assigned. E**
- **Practice safe food handling according to Hazard Analysis Critical Control Points (HACCP), Orange County Environmental Health, and SAUSD Nutrition Services Standard Operating Procedures. E**
- **Train Nutrition Services Assistants or new Cooks as needed. E**
- Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- ~~Practices, methods and equipment used in preparing, cooking, serving or packaging of large quantities of food.~~
- ~~Use of weighing and measuring devices used in cooking.~~
- ~~Principles of safety and sanitation.~~
- ~~Oral and written communication skills.~~
- **Efficient, sanitary and safe food-handling practices.**
- **Principles of personal hygiene.**
- **Food preparation methods such as roasting, steaming, braising, boiling, and baking.**
- **Food preparation methods such as washing, cutting and assembling food and ingredients.**

COOK (CONTINUED)

KNOWLEDGE AND ABILITIES: (continued)

Knowledge of: (continued)

- **Processes and equipment utilized in batch cooking and batch chilling.**
- **Safe and efficient knife skills.**

- **Use of weighing and measuring devices used in cooking and baking.**
- **Use and care of kitchen equipment and utensils.**
- **Operation of heavy duty kitchen equipment.**
- **Oral and written communication skills.**
- **Basic math.**

Ability to:

- Prepare large quantities of food with little or no direction
- Operate heavy duty kitchen equipment
- Read, understand, and follow recipes ~~and adjust quantities.~~
- **Scale recipes to the necessary quantities while maintaining product quality.**
- Schedule work to produce required foods at a specific time.
- Add, subtract, multiply and divide up to five-digit numbers; make arithmetic calculations involving fractions and decimals.
- Prepare and maintain records and reports.
- Establish and maintain effective working relationships with others.
- **Communicate effectively with others.**
- **Plan and organize work.**
- **Meet schedules and time lines.**
- Perform the essential functions of the job.

EDUCATION AND EXPERIENCE:

Any combination equivalent ~~to some high school~~ **a high school diploma or GED** and one year of experience in preparing and cooking foods ~~in quantity.~~ **in high volumes.**

LICENSES AND OTHER REQUIREMENTS:

ServSafe Manager Certification or equivalent or obtain within 30 days of employment.

WORKING CONDITIONS:

ENVIRONMENT:

- Production kitchen environment
- **Food service or food preparation area.**
- **Walk in coolers and freezers.**
- **Dish areas and ovens.**
- **Indoors and outdoors.**

COOK (CONTINUED)

WORKING CONDITIONS:

ENVIRONMENT:

- **Extreme hot and cold temperatures.**
- **Temperature variation throughout the work shift.**

PHYSICAL ABILITIES:

- Walking and standing for extended periods of time.
- **Hearing, speaking, reading, and writing to accurately exchange information.**
- Seeing to monitor proper measurements and read materials.
- Bending at the waist, **twisting, crouching,** kneeling, **climbing, and balancing** ~~or crouching.~~
- ~~Lifting, carrying, pushing or pulling moderately heavy objects, normally not exceeding forty (40) pounds.~~
- Reaching over head, above the shoulders and horizontally.
- ~~Dexterity of hands and fingers to operate various kitchen appliances.~~
- **Lifting moderately heavy objects up to 45 pounds (90 pounds with 2 people).**
- **Carrying moderately heavy objects up to 45 pounds (90 pounds with 2 people).**
- **Pushing carts and equipment up to 80 foot pounds.**
- **Pulling pallets or racks up to 80 foot pounds.**
- **Fine finger movement, handling, and gripping of food, utensils, packaging, and equipment.**

HAZARDS:

- Exposure to extreme hot or cold temperatures.
- **Exposure to food service equipment and food preparation and storage areas.**

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

Board Approved: (9/91) 5/01

SANTA ANA UNIFIED SCHOOL DISTRICT

~~BAKER~~ **COOK**

~~BASIC FUNCTION~~ **JOB SUMMARY:**

Under the ~~supervision of higher-level staff~~ **of the Director of Nutrition Services or designee**, prepare a ~~wide~~ variety of ~~bakery products in large quantities, following basic recipes to achieve required taste, appearance and texture; assist in performing other food service duties as necessary.~~ **Foods for school meals, a la carte, adult meals, and catering.**

DISTINGUISHING CHARACTERISTICS:

~~The Baker position is at the journey level. Positions assigned to this class can be distinguished from entry-level classes in that the incumbents are experienced bakers, perform their duties with only occasional instruction or assistance, and are fully aware of the operating policies and procedures of the Bakery unit.~~
This position prepares food from scratch at the Central Kitchen. Incumbents in this position must be able to operate industrial kitchen equipment for high volume cooking.

REPRESENTATIVE DUTIES:

- ~~Confer with Senior Baker concerning the baking schedule for the day; determine quantities of different types of baked goods needed for the number of persons to be served; schedule baking activities to meet demand. E~~

- ~~Adjust recipes to meet quantity required; measure, sift and mix ingredients for different types of baked goods. E~~

- ~~Operate large electric mixers, rotary type ovens, convection ovens, proofing cabinets, bun dividers, cookie machines and other bakery equipment. E~~

- ~~Prepare, roll and form yeast dough; prepare cookies, cobblers, cakes, breads, pastries and other items. E~~

- ~~Prepare fillings; prepare and apply icings and frostings. E~~

- ~~Bake items in ovens to achieve proper texture and appearance. E~~

- **Prepare bulk quantities of menu items from scratch. E**

- **Prepare specialty items for catering events. E**

- **Ensure food items and ingredients are on hand and ready to prepare according to planned menu or production schedule. E**

~~BAKER~~ **COOK (CONTINUED)**

REPRESENTATIVE DUTIES: (continued)

- **Ensure health, safety and sanitation requirements are being met. E**
- **Communicate with Supervisor to report as necessary any operational concerns related to food, personnel, equipment, food safety, or facilities. E**
- ~~Maintain baking area and equipment in a clean and sanitary condition. E~~
- **Maintain food service equipment, utensils and areas in a clean and sanitary manner. E**
- ~~Train and furnish work direction to an assistant. E~~
- ~~May assist in other aspects of food service operations when necessary. E~~
- ~~Assist in preparing and maintaining inventory, records and reports as required. E~~
- **Complete production records, inventory reports, and HACCP records as necessary. E**
- **Attend meetings and workshops as assigned. E**
- **Practice safe food handling according to Hazard Analysis Critical Control Points (HACCP), Orange County Environmental Health, and SAUSD Nutrition Services Standard Operating Procedures. E**
- **Train Nutrition Services Assistants or new Cooks as needed. E**
- Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- ~~Principles and practices of safety and sanitation.~~
- **Efficient, sanitary, and safe food handling practices**
- **Principles of personal hygiene**
- **Food preparation methods such as roasting, steaming, braising, boiling, and baking**
- **Food preparation methods such as washing, cutting and assembling food and ingredients**
- **Processes and equipment utilized in batch cooking and batch chilling**
- **Safe and efficient knife skills**
- Use of weighing and measuring devices **used in cooking and baking**.
- **Use and care of kitchen equipment and utensils**

~~BAKER~~ **COOK (CONTINUED)**

KNOWLEDGE AND ABILITIES: (continued)

Knowledge of: (continued)

- **Operation of heavy duty kitchen service equipment**
- Oral and written communication skills.
- Basic math.

Ability to:

- **Prepare large quantities of food with little or no direction.**
- **Operate heavy duty kitchen equipment.**
- ~~Learn to r~~ **R**ead, understand and follow ~~standard~~ recipes.
- ~~Learn to plan work to produce hot baked goods on schedule.~~
- ~~Learn to adjust recipes to provide any given quantity of baked goods.~~
- **Scale recipes to the necessary quantities while maintaining product quality.**
- **Schedule work to produce required foods at a specific time.**
- **Add, subtract, multiply and divide up to five-digit numbers; make arithmetic calculations involving fractions and decimals.**
- ~~Learn to operate equipment such as electric mixers, ovens, proofing cabinets, bun dividers, and cookie machines.~~
- ~~Learn to produce bakery products that are attractive and appetizing.~~
- ~~Follow oral instructions.~~
- ~~Lift and carry bakery equipment and ingredients as necessary.~~
- ~~Establish and maintain effective working relationships with those contacted in the course of work.~~
- Prepare and maintain records and reports
- Establish and maintain effective working relationships with others
- Communicate effectively with others
- Plan and organize work
- Meet schedules and timelines
- Perform the essential functions of the job

EDUCATION AND EXPERIENCE:

Any combination equivalent to ~~some~~ **a** high school **diploma or GED** and one year of experience in preparing ~~baked goods in large quantities.~~ **and cooking foods in high volumes.**

LICENSES AND OTHER REQUIREMENTS:

ServSafe Manager Certification or equivalent or obtain within 30 days of employment

~~BAKER~~ **COOK (CONTINUED)**

WORKING CONDITIONS:

ENVIRONMENT:

- Production kitchen environment
- **Food service or food preparation area**
- **Walk in coolers and freezers**
- **Dish areas and ovens**
- **Indoors and outdoors**
- **Extreme hot and cold temperatures**
- **Temperature variation throughout the work shift**

PHYSICAL ABILITIES:

- Walking and standing for extended periods of time.
- **Hearing, speaking, reading, and writing to accurately exchange information.**
- Seeing to monitor proper measurements and read a variety of materials.
- Bending at the waist, ~~kneeling or crouching~~ **twisting, crouching, kneeling, climbing and balancing.**
- ~~Lifting, carrying, pushing or pulling moderately heavy objects, normally not exceeding thirty (30 pounds).~~
- Reaching over head, above the shoulders and horizontally.
- ~~Dexterity of hands and fingers to operate various kitchen appliances.~~
- **Lifting moderately heavy objects up to 45 pounds (90 pounds with 2 people).**
- **Carrying moderately heavy objects up to 45 pounds (90 pounds with 2 people).**
- **Pushing carts and equipment up to 80 foot pounds.**
- **Pulling pallets or racks up to 80 foot pounds.**
- **Fine finger movement, handling, and gripping of food, utensils, packaging, and equipment.**

HAZARDS:

- Exposure to extreme hot or cold temperatures.
- **Exposure to food service equipment and food preparation and storage areas.**

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

Board Approved: (9/91) 5/01

SANTA ANA UNIFIED SCHOOL DISTRICT

~~SENIOR COOK~~ **COOK**

~~BASIC FUNCTION:~~ **JOB SUMMARY**:

Under the direction of the **Director of Nutrition Services or designee,** ~~Central Kitchen Manager, plan, schedule, prepare, cook and condition~~ **prepare** a variety of ~~hot or cold school lunches for packaging in individual food containers at the District Central Food Facility and direct the work activities and personnel assisting in the production, cooking and packaging of meals.~~ **Foods for school meals, a la carte, adult meals, and catering.**

DISTINGUISHING CHARACTERISTICS:

This ~~single~~ position **prepares food from scratch at** ~~classification is the lead cooking position in~~ the Central **Kitchen** ~~Food Facility~~. ~~The incumbent assumes responsibility for the cooking, preparation and packaging of all food products served from the elementary, intermediate and special satellite kitchens according to a planned schedule.~~ **Incumbents in this position must be able to operate industrial kitchen equipment for high volume cooking.**

REPRESENTATIVE DUTIES:

- ~~Direct the work of persons assisting in food preparation, cooking and packaging of meals and in the cleaning of food preparation and packaging equipment. E~~
- ~~Determine the kind, amounts and quality of food to be prepared from menus. E~~
- ~~Plan, prepare and cook meats, soups, sauces, gravies, vegetables and other main dish items. E~~
- ~~Roast, steam and fry food items; assemble ingredients and flavors and blend them in accordance with recipe instructions. E~~
- **Prepare bulk quantities of menu items from scratch. E**
- **Prepare specialty items for catering events. E**
- ~~Arrange cooking schedule and storage of cooked items to ensure proper temperature for foods requiring proper packaging or serving. E~~
- **Ensure food items and ingredients are on hand and ready to prepare according to planned menu or production schedule. E**
- ~~Make appropriate substitutions when the ingredients indicated are not available. E~~

REPRESENTATIVE DUTIES: (continued)

- ~~Weigh and measure ingredients accurately to ensure quality standards. E~~
- ~~Assist in ordering, receiving and storing of foods and supplies. E~~
- **Ensure health, safety and sanitation requirements are being met. E**
- **Communicate with Supervisor to report as necessary any operational concerns related to food, personnel, equipment, food safety, or facilities. E**
- **Maintain food service equipment, utensils and areas in a clean and sanitary manner. E**
- ~~Prepare appropriate records and reports; assist in maintaining inventory records. Inspect food preparation area to ensure health, safety and sanitation requirements are being met. E~~
- ~~May perform meat cutting; use leftovers within the time limits imposed by good sanitation requirements. E~~
- **Complete production records, inventory reports, and HACCP records as necessary. E**
- **Attend meetings and workshops as assigned. E**
- **Practice safe food handling according to Hazard Analysis Critical Control Points (HACCP), Orange County Environmental Health, and SAUSD Nutrition Services Standard Operating Procedures. E**
- **Train Nutrition Services Assistants or new Cooks as needed. E**
- Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- ~~Practices, methods and equipment used in preparing, cooking, serving, packaging, of large quantities of food.~~
- ~~Use of weighing and measuring devices used in cooking.~~
- ~~Basic principles of supervision.~~
- **Efficient, sanitary and safe food-handling practices.**
- **Principles of personal hygiene.**
- **Food preparation methods such as roasting, steaming, braising, boiling, and baking.**

~~SENIOR COOK~~ **COOK (CONTINUED)**

KNOWLEDGE AND ABILITIES:

Knowledge of:

- **Food preparation methods such as washing, cutting and assembling food and ingredients.**
- **Processes and equipment utilized in batch cooking and batch chilling.**
- **Safe and efficient knife skills.**

- **Use of weighing and measuring devices used in cooking and baking.**
- **Use and care of kitchen equipment and utensils.**
- **Operation of heavy duty kitchen service equipment.**
- **Oral and written communication skills.**
- **Basic math.**

Ability to:

- **Prepare large quantities of food with little or no direction.**
- **Operate heavy duty kitchen equipment.**
- Read, understand, and follow recipes ~~and to adjust quantities.~~
- **Scale recipes to the necessary quantities while maintaining product quality.**
- Schedule work to produce ~~large quantities of food~~ **required foods** at a specific time.
- ~~Add, subtract, multiply and divide up to five_digit numbers.~~
- ~~Make arithmetic calculations involving fractions and decimals.~~
- **Add, subtract, multiply and divide up to five-digit numbers; make arithmetic calculations involving fractions and decimals.**
- Prepare **and maintain** records and reports.
- Establish and maintain effective working relationships with others.
- ~~Communicate effectively both orally and in writing.~~
- **Communicate effectively with others.**
- **Plan and organize work.**
- Meet schedules and time lines.
- Perform the essential functions of the job.

EDUCATION AND EXPERIENCE:

Any combination equivalent to ~~graduation from~~ **a** high school **diploma or GED** and ~~two~~ **one** year~~s~~ of experience in **preparing and** ~~quantity food cooking preferably in an institution.~~ **cooking foods in high volumes.**

LICENSES AND OTHER REQUIREMENTS

ServSafe Manager Certification or equivalent or obtain within 30 days of employment.

WORKING CONDITIONS:

ENVIRONMENT:

- Production kitchen environment.
- **Food service or food preparation area.**
- **Walk in coolers and freezers.**
- **Dish areas and ovens.**
- **Indoors and outdoors.**
- **Extreme hot and cold temperatures.**
- **Temperature variation throughout the work shift.**

PHYSICAL ABILITIES:

- Walking and standing for extended periods of time
- **Hearing, speaking, reading, and writing to accurately exchange information.**
- Seeing to monitor proper measurements and read materials.
- Bending at the waist, ~~kneeling or crouching~~ **twisting, crouching, kneeling, climbing and balancing.**
- ~~Lifting, carrying, pushing or pulling moderately heavy objects, normally not exceeding forty (40) pounds~~
- Reaching over head, above the shoulders and horizontally
- ~~Dexterity of hands and fingers to operate various kitchen appliances~~
- **Lifting moderately heavy objects up to 45 pounds (90 pounds with 2 people).**
- **Carrying moderately heavy objects up to 45 pounds (90 pounds with 2 people).**
- **Pushing carts and equipment up to 80 foot pounds.**
- **Pulling pallets or racks up to 80 foot pounds.**
- **Fine finger movement, handling, and gripping of food, utensils, packaging, and equipment.**

HAZARDS:

- Exposure to extreme hot or cold temperatures.
- **Exposure to food service equipment and food preparation and storage areas.**

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

Board Approved: (12/82) 5/01

SANTA ANA UNIFIED SCHOOL DISTRICT

~~SENIOR BAKER~~ **COOK**

~~BASIC FUNCTION~~ **JOB SUMMARY**:

Under the direction of the ~~Central Kitchen Manager plan, schedule, supervise and participate~~ **Director of Nutrition Services or designee,** ~~in the preparation of a wide variety of Bakery products in large quantities, following basic baking formulas to achieve the required taste, texture, appearance, and color.~~ **prepare a variety of foods for school meals, a la carte, adult meals, and catering.**

DISTINGUISHING CHARACTERISTICS:

This ~~single~~ position ~~classification is the lead baking position in~~ **prepares food from scratch at** the Central **Kitchen** ~~Food Facility. The incumbent assumes responsibility for the baking of all products served from the District school kitchens according to a planned schedule.~~ **Incumbents in this position must be able to operate industrial kitchen equipment for high volume cooking.**

REPRESENTATIVE DUTIES:

- ~~Plan and assign the work of bakers and food service workers in the preparation of a variety of bakery goods and dessert items, such as pies, cakes, puddings, sauces, breads and rolls. E~~
- ~~Determine quantities of various types of baked goods needed for the number of persons to be served and schedule baking activities to meet demand; compute quantities of ingredients needed for a production run; order food and supplies in correct quantities for required production. E~~
- ~~Adjust recipes, measure, sift and mix ingredients for all baked goods. E~~
- **Prepare bulk quantities of menu items from scratch. E**
- **Prepare specialty items for catering events. E**
- **Ensure food items and ingredients are on hand and ready to prepare according to planned menu or production schedule. E**
- **Ensure health, safety and sanitation requirements are being met. E**
- **Communicate with Supervisor to report as necessary any operational concerns related to food, personnel, equipment, food safety, or facilities. E**
- ~~Operate large electric mixers, rotary-type ovens, convection ovens, proofing cabinets, bun dividers, cookie machines and other bakery equipment. E~~
- **Maintain food service equipment, utensils and areas in a clean and sanitary manner. E**

REPRESENTATIVE DUTIES: (continued)

- ~~Prepare rolls, breads, cookies, cobblers, cakes, pies and other pastries and desserts; prepare fillings; prepare and apply icings and frostings. E~~
- ~~Bake items in ovens to achieve proper texture and appearance; freeze or store items baked ahead when required. E~~
- ~~Direct the work of others assisting in the bakery production in the cleaning of bakery equipment and work areas. E~~
- ~~Maintain inventory records of bakery ingredients; prepare and maintain other reports as necessary. E~~
- **Complete production records, inventory reports, and HACCP records as necessary. E**
- **Attend meetings and workshops as assigned. E**
- ~~Inspect bakery production area to ensure that health, sanitary, and safety requirements are being met. E~~
- ~~Use leftovers within the time limits imposed by good sanitary requirements.E~~
- **Practice safe food handling according to Hazard Analysis Critical Control Points (HACCP), Orange County Environmental Health, and SAUSD Nutrition Services Standard Operating Procedures. E**
- ~~Train bakers and food service workers assigned to the Bakery in appropriate work methods and baking techniques. E~~
- **Train Nutrition Services Assistants or new Cooks as needed. E**
- Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- ~~Basic principles of supervision and training.~~
- ~~Practices, methods and equipment used in the production of bakery goods and desserts in large quantities.~~
- **Efficient, sanitary and safe food-handling practices.**
- **Principles of personal hygiene.**
- **Food preparation methods such as roasting, steaming, braising, boiling, and baking.**
- **Food preparation methods such as washing, cutting and assembling food and ingredients.**
- **Processes and equipment utilized in batch cooking and batch chilling.**
- **Safe and efficient knife skills.**

KNOWLEDGE AND ABILITIES: (continued)

Knowledge of: (continued)

- Use of weighing and measuring devices ~~and production baking equipment.~~ **used in cooking and baking.**
- **Use and care of kitchen equipment and utensils.**
- **Operation of heavy duty kitchen service equipment.**
- ~~Principles and practices of safety and sanitation.~~
- Oral and written communication skills.
- Basic math.

Ability to:

- ~~Plan, organize and direct the work of others.~~
- ~~Compute quantities and order supplies and ingredients.~~
- ~~Prepare and maintain records and reports.~~
- ~~Understand and use established work procedures.~~
- ~~Work independently with little direction.~~
- **Prepare large quantities of food with little or no direction.**
- **Operate heavy duty kitchen equipment.**
- Read, understand, and follow standard recipes.
- **Scale recipes to the necessary quantities while maintaining product quality.**
- **Schedule work to produce required foods at a specific time.**
- **Add, subtract, multiply and divide up to five-digit numbers; make arithmetic calculations. involving fractions and decimals.**
- **Prepare and maintain records and reports.**
- ~~Prepare common baked items. Adjust recipes to provide any given quantity of baked goods.~~
- ~~Operate kitchen equipment such as large and small electric mixers, rotary-type ovens, convection ovens, proofing cabinets, bun dividers and cookie machines.~~
- ~~Produce bakery products that are attractive and appetizing.~~
- ~~Lift and carry ingredients and equipment as necessary.~~
- ~~Understand and follow written and oral instructions.~~
- **Establish and maintain effective working relationships with others.**
- Communicate effectively with others.
- **Plan and organize work.**
- **Meet schedules and timelines.**
- ~~Establish and maintain cooperative working relationships with those contacted in the course of work.~~
- Perform the essential functions of the job.

EDUCATION AND EXPERIENCE:

Any combination equivalent to ~~some~~ **a** high school **diploma or GED** and ~~two~~ **one** years of experience in ~~quantity baking production, preferably in an institution. Courses in quantity baking and safety and sanitation are desirable.~~ **preparing and cooking foods in high volumes.**

LICENSES AND OTHER REQUIREMENTS:

ServSafe Manager Certification or equivalent or obtain within 30 days of employment.

WORKING CONDITIONS:

ENVIRONMENT:

- Production kitchen environment
- **Food service or food preparation area.**
- **Walk in coolers and freezers..**
- **Dish areas and ovens.**
- **Indoors and outdoors.**
- **Extreme hot and cold temperatures.**
- **Temperature variation throughout the work shift.**

PHYSICAL ABILITIES:

- Walking and standing for extended periods of time.
- **Hearing, speaking, reading, and writing to accurately exchange information.**
- Seeing to monitor proper measurements and read ~~a variety of~~ materials.
- Bending at the waist, ~~kneeling or crouching.~~ **twisting, crouching, kneeling, climbing and balancing.**
- ~~Lifting, carrying, pushing or pulling moderately heavy objects, normally not exceeding forty (40 pounds).~~
- Reaching over head, above the shoulders and horizontally.
- ~~Dexterity of hands and fingers to operate various kitchen appliances.~~
- **Lifting moderately heavy objects up to 45 pounds (90 pounds with 2 people).**
- **Carrying moderately heavy objects up to 45 pounds (90 pounds with 2 people).**
- **Pushing carts and equipment up to 80 foot pounds.**
- **Pulling pallets or racks up to 80 foot pounds.**
- **Fine finger movement, handling, and gripping of food, utensils, packaging, and equipment.**

HAZARDS:

- Exposure to extreme hot or cold temperatures.
- **Exposure to food service equipment and food preparation and storage areas.**

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

Board Approved: (7/91) 5/01

SANTA ANA UNIFIED SCHOOL DISTRICT

CERTIFIED CHEF

~~BASIC FUNCTION~~ **JOB SUMMARY:**

~~Under the direction of the Central Kitchen Supervisor, plan, organize, control and direct food preparation and distribution activities in the Central Kitchen, including cooking a variety of foods for hot school lunches, ordering, supervising storeroom operations, preparation of a variety of reports for various food service programs, supervising and evaluating employees assigned to the chef's work group.~~

Under the direction of the Director of Nutrition or designee, research and develop new recipes for school meals, a la carte items, adult meals, and catering.

DISTINGUISHING CHARACTERISTICS:

~~This single position classification is the lead cooking position in the Central Kitchen. The incumbent assumes responsibility for the cooking, preparation and packaging of all food products served from the Central Kitchen~~

This is the lead position for researching and developing recipes and menu concepts for the Nutrition Services Department.

REPRESENTATIVE DUTIES:

- **Develop, test, and standardize recipes that meet Nutrition Standards, HACCP requirements, customer preferences, and fiscal requirements. E**
- **Train Department staff to prepare recipes. E**
- **Train Department staff to utilize safe and efficient culinary methods. E**
- **Visit sites to observe food preparation and provide training and feedback. E**
- **Assist in implementing ongoing methods of student taste testing. E**
- **Work with local vendors, chefs, and other community members to incorporate local and/or cultural items and recipes into the menu. E**
- ~~Train, supervise and evaluate the performance of assigned employees; assist in conducting department staff training in customer service, fiscal controls, merchandising and culinary skills. **E**~~
- ~~Direct the work of persons assisting in food preparation, cooking and packaging of meals and in the cleaning of food preparation and packaging equipment. **E**~~

CERTIFIED CHEF (CONTINUED)

REPRESENTATIVE DUTIES: (continued)

- ~~Review prior menus and site meal counts to determine that the necessary food items, equipment, utensils and staffing requirements are met for service and production requirements; assure that foods are prepared on schedule. **E**~~

- ~~Assure that proper food production methods are utilized in baking, salads, sandwiches, test kitchen, quick chill, and assembly area, as well as the ingredient area; assure that proper sanitary principles and safety rules and practices are being observed according to HACCP regulations. **E**~~

- ~~Make appropriate substitutions when the ingredients indicated are not available. **E**~~

- ~~Review the receipt, storing, issuing and delivery of items from the facility; train staff in related procedures. **E**~~

- ~~Assure that proper record-keeping procedures are followed in storage, production and distribution; assist in maintaining inventory records. **E**~~

- ~~Prepare a variety of different feeding program reports. **E**~~

- ~~Coordinate Central Kitchen equipment repair activities with appropriate maintenance personnel. **E**~~

- ~~Responsible for testing and standardization of department recipes meeting nutritional standards and the test kitchen; assist the Central Kitchen Supervisor in creating menu offerings. **E**~~

- ~~Report problems with vendors, personnel, equipment and other department operations to the Director. **E**~~

- ~~Drive a vehicle to obtain food and supplies from local vendors and transport to Central Kitchen and other District sites. **E**~~

- ~~Organize and coordinate special catering services and calculations of appropriate costs. **E**~~

- ~~Recommend departmental policy, procedural, program and standard charges and participate in department long-range planning in increased participation. E~~

- ~~Perform related duties as assigned.~~

CERTIFIED CHEF (CONTINUED)

KNOWLEDGE AND ABILITIES:

Knowledge of:

- ~~Principles of food service management. Supervisory principles and practices.~~
- Principles of quantity food preparation and nutrition. Procedures followed in ordering, receiving and storing foods. Rules and regulations pertaining to health and safety in non-commercial operation.
- Methods employed in the use, cleaning, sanitation and maintenance of modern kitchen and cafeteria service equipment.
- Food terminology, markets and commodities, ~~computer software—word and spreadsheet.~~ **Computer software: Word, Excel, and Outlook**
- ~~Principles of labor relations management and working with unions.~~

Ability to:

- ~~Plan, organize, control and direct food preparation and distribution activities in the Central Kitchen, including planning, production and assembly of food for school sites.~~
- ~~Supervise, train and evaluate assigned personnel.~~
- ~~Prepare foods in quality and quantity and deliver a safe, appetizing product that is required to serve~~
- ~~District programs at each school site, catered events and Central Kitchen cafeteria.~~
- ~~Gather, analyze and evaluate data in order to exercise sound judgment in planning and organizing work.~~
- ~~Operate a motor vehicle, standard office equipment and food service utensils.~~
- **Develop recipes that meet Nutrition Standards, HACCP requirements, customer preferences, and fiscal requirements.**
- **Train Department staff to prepare recipes**
- **Train Department staff to utilize safe and efficient culinary methods.**
- **Lift and transport quantity amounts of food from one area to another.**
- **Understand and follow oral and written directions.**
- **Scale recipes to the necessary quantities while maintaining product quality.**
- **Operate heavy duty kitchen equipment and utensils.**
- Write and speak clearly and concisely to make effective written and oral reports.
- Make arithmetic computations with speed and accuracy.
- Establish and maintain effective working relationships with others.
- Communicate effectively with others.
- Plan and organize work.
- Meet schedules and time lines.
- Operate a motor vehicle.
- Operate office equipment.
- Perform the essential functions of the job.

CERTIFIED CHEF (CONTINUED)

EDUCATION AND EXPERIENCE:

Any combination equivalent to ~~graduation from~~ **a** high school **diploma or GED,** an AA degree in Culinary Arts, and five (5) years **of** experience as a Chef de Cuisine, Executive Sous Chef or chef in charge of food production in a foodservice operation. ~~graduation from a culinary school or seven years' experience in commercial or non-commercial food production center, including at least two years in a supervisory position.~~

LICENSES AND OTHER REQUIREMENTS:

Valid California driver's license.
~~Certified chef under the American Culinary Association.~~ **Certified Executive Chef under the American Culinary Federation OR meet the minimum requirements to obtain this certification.**
~~Food safety certification.~~ **ServSafe Manager Certification or equivalent or obtain within 30 days of employment.**

WORKING CONDITIONS:

ENVIRONMENT:

- Production kitchen environment.
- **Food service or food preparation area.**
- **Walk in coolers and freezers.**
- **Dish areas and ovens.**
- **Indoors and outdoors.**
- **Extreme hot and cold temperatures.**
- **Temperature variation throughout the work shift.**

PHYSICAL ABILITIES:

- Walking and standing for extended periods of time.
- **Hearing, speaking, reading, and writing to accurately exchange information.**
- Seeing to monitor proper measurements and read materials.
- Bending at the waist, **twisting, crouching,** kneeling ~~or crouching.~~ climbing, and balancing.
- ~~Lifting, carrying, pushing or pulling moderately heavy objects, normally not exceeding forty (40) pounds.~~
- Reaching over head, above the shoulders and horizontally.
- ~~Dexterity of hands and fingers to operate various kitchen appliances.~~
- **Lifting moderately heavy objects up to 45 pounds (90 pounds with 2 people).**
- **Carrying moderately heavy objects up to 45 pounds (90 pounds with 2 people).**
- **Pushing carts and equipment up to 80 foot pounds.**
- **Pulling pallets or racks up to 80 foot pounds.**

CERTIFIED CHEF (CONTINUED)

WORKING CONDITIONS:(continued)

PHYSICAL ABILITIES: (continued)

- **Fine finger movement, handling, and gripping of food, utensils, packaging, and equipment.**

HAZARDS:

- Exposure to extreme hot or cold temperatures.
- **Exposure to food service equipment and food preparation and storage areas.**

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

Board Approved: (7/99) 5/01

AGENDA ITEM BACKUP SHEET
June 27, 2017

Board Meeting

TITLE: **Approval of Revised Job Description: Library Media Technician**

ITEM: **Action**
SUBMITTED BY: **Mark McKinney, Associate Superintendent, Human Resources**
PREPARED BY: **Mark McKinney, Associate Superintendent, Human Resources**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the revised job description: Library Media Technician. This position will report to the Principal or designee. The Library Media Technician will operate a Library and/or Media Center.

RATIONALE:

The Library Media Technician will provide assistance to the staff, students, and parents when they seek support and/or assistance in the receiving, processing, distribution or circulation of textbooks, software items, and mobile devices such as: Notebooks, IPADs, and Chromebooks. This positions will also establish and maintain a library that promotes literacy through Book Fairs, Family Reading Nights, Guest Speakers, and Theme Nights. The Board's approval of this job description becomes final as of the District's completion of any negotiations processes required by law.

LCAP goal 1: "Students will demonstrate the knowledge, skills, and values necessary to become productive citizens in the 21st century."

The revised job description is attached.

FUNDING:

No Fiscal Impact

RECOMMENDATION:

Approve the revised job description: Library Media Technician.

MAM:nr

SANTA ANA UNIFIED SCHOOL DISTRICT

LIBRARY/MEDIA TECHNICIAN

JOB SUMMARY ~~BASIC FUNCTION~~:

Under the direction of a principal or librarian operate a library and/or a media center.

REPRESENTATIVE DUTIES:

- Receive, process, distribute or circulate and re-shelve print and non-print materials, including textbooks, hardware and software items and instructional supplies. **E**
- Furnish work direction to clerical, student and volunteer workers. **E**
- Assist students and teachers in locating and selecting appropriate materials; prepare materials for instructional activities. **E**
- Maintain records of daily activity schedule, circulation and statistics, inventory, payment for lost or damaged materials and fines. **E**
- Prepare and send overdue notices required. **E**
- Maintain shelf lists and bibliographies; review card catalog for correctness, accuracy and completeness. **E**
- Type book order information, requisitions, budget requests and other forms. **E**
- Prepare materials to be re-bound, repaired, replaced or discarded. **E**
- Design and provide motivational displays such as bulletin boards and dioramas. **E**
- Set up, operate and inspect equipment; perform minor repairs and adjustments on hardware and software. **E**
- Coordinate off-site maintenance and repairs of equipment; may deliver materials, equipment as required. **E**
- Develop and maintain security and control system of equipment; maintain inventory as required. **E**
- Organize facility, maintaining materials in good condition and assessing facility needs and problems. **E**
- Interpret facility rules; answer teachers' and students' questions and demonstrate correct use of equipment. **E**

REPRESENTATIVE DUTIES: (continued)

- **Develop and sustain a Web presence for library sources provided by the school. E**
- **Designing posts to engage readers' curiosity and create interest in learning resources. E**
- **Assists with designing and developing programs to support primary literacy. E**
- **Assist with inventory and tracking of mobile devices, i.e. notebooks, IPADs, and Chromebooks. E**
- **Establish and maintain a library that promotes literacy through Book Fairs, Family Reading Nights, Guest Speakers, and Theme Nights. E**
- **Assist and maintain reading incentive software. E**
- Assist in **implementing** ~~producing~~ software to supplement instructional programs. **E**
- May set up and operate computer equipment for instructional activities; train other staff in basic computer operations, supervise students using computers. **E**
- Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Modern office practices, procedures and equipment, including computer equipment.
- Library classification systems.
- Library filing rules and basic reference materials.
- Principles of training and supervision.
- Record-keeping techniques.
- Oral and written communications skills.
- Technical aspects of field of specialty.
- Basic math.
- Computer hardware and library software.

Ability to:

- Make simple arithmetic calculations.
- Understand and follow oral and written directions.
- Work cooperatively with others.
- Type at 40 words per minute.
- Work independently with little direction.
- Establish and maintain effective working relationships with others.
- Plan and supervise work.

KNOWLEDGE AND ABILITIES: (continued)

Ability to: (continued)

- Train and supervise personnel.
- Communicate effectively both orally and in writing.
- Maintain records and prepare reports.
- Use media hardware and develop software.
- File alphabetically and numerically with speed and accuracy.
- Operate office and media equipment.
- Lift and move library materials, equipment and furniture.
- Perform the essential functions of the job.

EDUCATION AND EXPERIENCE:

Any combination equivalent to graduation from high school and two years of increasingly responsible work in a library or media center which includes some experience working with young people of school age. College library and media courses may be substituted for the required experience on the basis of one semester unit for each month of required experience.

WORKING CONDITIONS:

ENVIRONMENT:

- School library and/or media center environment.

PHYSICAL ABILITIES:

- Bending at the waist, kneeling, crouching, and stooping to shelve media material.
- Seeing to read a variety of materials.
- Hearing and speaking accurately to exchange information.
- Sitting or standing for extended periods of time.
- Lifting or moving objects, normally not exceeding forty (40) pounds.

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

Board Approved: (12/82 3/99) 5/01

AGENDA ITEM BACKUP SHEET
June 27, 2017

Board Meeting

TITLE: **Approval of New Job Description: Nutrition Services Lead – Production Kitchen**

ITEM: **Action**
SUBMITTED BY: **Mark McKinney, Associate Superintendent, Human Resources**
PREPARED BY: **Mark McKinney, Associate Superintendent, Human Resources**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the new job description: Nutrition Services Lead – Production Kitchen and will report to the Director of Nutrition Services and/or designee.

The Nutrition Services Lead – Production Kitchen position is a new classified bargaining unit position that will be placed in the job ladder. This new position is intended to lead the production of meals and be hands on in the kitchen.

RATIONALE:

This position is intended to provide improvements in the quality of the food served to students by ensuring that:

- Recipes and instructions are followed during production
- Food quality and food temperatures are maintained throughout production
- Nutrition Services Assistants have a point of contact in the production area to provide leadership and direction during food preparation

In addition, this position will provide a pool of qualified internal candidates that are ready to promote into Intermediate and High School Supervisor positions.

Funding for the Nutrition Services Lead – Production Kitchen positions is completely allocated to the Nutrition Services budget.

The new job description is attached.

FUNDING:

Cafeteria Fund (Fund 13): Classified Salary Schedule - Grade 21: $3,091 - $3,950 (monthly)

RECOMMENDATION:

Approve the new job description: Nutrition Services Lead – Production Kitchen.

MAM:nr

SANTA ANA UNIFIED SCHOOL DISTRICT

NUTRITION SERVICES LEAD – PRODUCTION KITCHEN

JOB SUMMARY:

Under the direction of the Director of Nutrition Services and/or designee, perform a variety of duties involved in the preparation and serving of school meals, a la carte items, adult meals, and catering in production kitchens.

DISTINGUISHING CHARACTERISTICS:

This is the lead position in a production kitchen operation. A production kitchen produces food for its own site and/or other sites. Incumbents direct the work of Nutrition Services Assistants in the production kitchen and may direct the work of leads from satellite kitchens. Incumbents must be able to supervise and operate the production kitchen site in the absence of the Supervisor.

REPRESENTATIVE DUTIES:

- Lead and direct the Nutrition Services Assistants in the production and service of meals. **E**
- Assist with ordering food, beverages, and supplies from assigned vendors, Central Kitchen, or Warehouse in sufficient amounts to support student participation and minimize waste. **E**
- Prepare and hold food items at appropriate temperatures to ensure food safety and quality. **E**
- Ensure that meals and serving areas are ready for service at assigned meal times. **E**
- Ensure food items and ingredients are on hand and ready to prepare according to planned menu. **E**
- Maintain adequate flow of food items and lunches to meet various peak periods of the day. **E**
- Communicate with Supervisor to report as necessary any operational concerns related to service, food, personnel, equipment, food safety, facilities, vendors, site administration, parents, or students. **E**
- Receive, label, and store incoming food and supplies according to HACCP standards. **E**
- Collect and count money, prepare deposits, and verify scheduled armored car pickup according to established Department procedures. **E**

REPRESENTATIVE DUTIES: (continued)

- Ensure health, safety and sanitation requirements are being met. **E**
- Maintain food service equipment, utensils and areas in a clean and sanitary manner. **E**
- Operate a computerized point of sale (POS). **E**
- Complete production records, inventory reports, and HACCP records as necessary. **E**
- Attend meetings and workshops as assigned. **E**
- Practice safe food handling according to Hazard Analysis Critical Control Points (HACCP), Orange County Environmental Health, and SAUSD Nutrition Services Standard Operating Procedures. **E**
- Train Nutrition Services Assistants and new Nutrition Services Leads. **E**
- Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Efficient, sanitary and safe food-handling practices.
- Principles of personal hygiene.
- Food preparation methods such as washing, cutting and assembling food and ingredients.
- Use and care of kitchen equipment and utensils.
- Operation of food service equipment.
- Oral and written communication skills.
- Basic math.
- Customer service best practices.
- Operation of office equipment.

Ability to:

- Operate a production kitchen with little or no direction.
- Direct the work of Nutrition Services Assistants in a production kitchen.
- Count, add, subtract, multiply, and divide four digit numbers.
- Lift and transport quantity amounts of food from one area to another.
- Understand and follow oral and written directions.
- Read and follow a recipe.
- Order, store, prepare, display, and serve large quantities of foods.

KNOWLEDGE AND ABILITIES: (continued)

Ability to: (continued)

- Schedule preparation of food items under rush conditions.
- Operate food service equipment utilized in a production kitchen.
- Prepare and maintain records and reports.
- Work efficiently under rush conditions.
- Estimate food and supply needs.
- Establish and maintain effective working relationships with others.
- Communicate effectively with others.
- Plan and organize work.
- Count quickly and accurately.
- Meet schedules and time lines.
- Operate modern office equipment.
- Perform the essential functions of the job.

EDUCATION AND EXPERIENCE:

Any combination equivalent to a high school diploma or GED and at least two years of food service experience. Must have at least one year of experience leading or directing the work of others.

LICENSES AND OTHER REQUIREMENTS:

Valid California Driver's License.
Valid ServSafe Manager Certification or equivalent or obtain within 30 days of employment.

WORKING CONDITIONS:

ENVIRONMENT:

- Food service or food preparation area.
- Walk in coolers and freezers.
- Dish areas and ovens.
- Indoors and outdoors.
- Extreme hot and cold temperatures.
- Temperature variation throughout the work shift.

PHYSICAL ABILITIES:

- Walking and standing for extended periods of time.
- Hearing, speaking, reading, and writing to accurately exchange information.
- Seeing to monitor proper measurements and read materials.
- Bending at the waist, twisting, crouching, climbing, and balancing.

WORKING CONDITIONS: (continued)

PHYSICAL ABILITIES: (continued)

- Reaching overhead, above the shoulders and horizontally.
- Lifting moderately heavy objects up to 42 pounds.
- Carrying moderately heavy objects up to 33 pounds.
- Pushing carts and equipment up to 100 foot pounds.
- Pulling pallets or racks up to 80 foot pounds.
- Fine finger movement, handling, and gripping of food, utensils, packaging and equipment.

HAZARDS:

- Exposure to extreme hot or cold temperatures.
- Exposure to food service equipment and food preparation and storage areas.

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

Board Approved: