

Santa Ana Unified School District
Board of Education

Board Meeting Agenda

Tuesday, October 09, 2018
6:00 p.m.

Board Room
1601 E. Chestnut Avenue
Santa Ana



Rigo Rodriguez, Ph.D.
Vice President

Valerie Amezcua
President

Alfonso Alvarez, Ed.D.
Clerk

Cecilia "Ceci" Iglesias
Member

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

John Palacio
Member

If special assistance is needed to participate in the Board meeting, please contact the Superintendent's office, at (714) 558-5512. Please call prior to the meeting to allow for reasonable arrangements to ensure accessibility to this meeting, per the Americans with Disabilities Act, Title II.

Mission Statement

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

BOARD OF EDUCATION MEETING INFORMATION

Role of the Board

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

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

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

Board Meeting Documentation

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

Public Comments at Board Meetings

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

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

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

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

Televised Meeting Schedule

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

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

BOARD OF EDUCATION
REGULAR MEETING

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

TUESDAY
OCTOBER 09, 2018

AGENDA

CALL TO ORDER

4:30 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 355146, 48912, 48918, 49070:

STUDENT EXPULSIONS AND DISCIPLINE ISSUES

- B. With respect to every item of business to be discussed in Closed Session pursuant to Paragraphs (2) to (5) of Subdivision (D) (E) of Government Code Section 54956.9:

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION: 1805141RV; EMP 1503991RV; SUSD-008790

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION: One Potential Cases

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

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

PUBLIC EMPLOYMENT: Principal, Segerstrom High School; Assistant Principal, MacArthur Fundamental School/Esqueda Elementary School; Coordinator Extended Learning Programs; Deputy Superintendent, Administrative Services; Coordinator of Special Education (Mental Health Services)

- D. With respect to every item of business to be discussed in Closed Session pursuant to Government Code Section 54957.6:

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

Unrepresented Employees: Certificated and Classified Management, Supervisory, and Confidential Employees not represented by a Union.

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

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

RECONVENE REGULAR MEETING

6:00 P.M. MEETING

PLEDGE OF ALLEGIANCE

HIGH SCHOOL STUDENT AMBASSADORS

- Cesar Chavez – Samantha Santucci; Middle College - Alexis Rodriguez-Mejia; REACH Academy - Jose Vazquez; Saddleback - Jonathan Macias; Segerstrom - Patricia Salazar

RECOGNITIONS/ACKNOWLEDGMENTS

- Summer 2018 Jet Propulsion Laboratory Scholarship Recipients

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 - September 25, 2018
- 1.2 Acceptance of Gifts in Accordance with Board Policy (BP) 3290 – Gifts, Grants, and Bequests
- 1.3 Approval of Extended Field Trip(s) in Accordance with Board Policy (BP) 6153 – School-Sponsored Trips and Administrative Regulation (AR) 6153.1 – Extended School-Sponsored Trips
- 1.4 Approval of 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 Ratification of Continuing Master Contracts and/or Individual Service Agreements with Nonpublic Schools and Agencies for Students with Disabilities for 2018-19 School Year
- 1.6 Approval/Ratification of Listing of Agreements/Contracts with Santa Ana Unified School District for 2018-19 School Year
- 1.7 Approval/Ratification of Listing of No-Cost Community Partnership Agreements with Santa Ana Unified School District for 2018-19 School Year
- 1.8 Approval/Ratification of Listing of Software License Agreements with Santa Ana Unified School District for 2018-19 School Year

- 1.9 Ratification of Expenditure Summary and Warrants Issued Over \$25,000 for the Period of September 12, 2018 through September 25, 2018
- 1.10 Ratification of Purchase Order Summary and Listing of all Purchase Orders, for the Period of September 12, 2018 through September 25, 2018
- 1.11 Approval of Revised Job Description: Commercial Driver
- 1.12 Approval of Revised Job Description: Special Projects and Asset Retention Team
- 1.13 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:

PRESENTATIONS

- SAUSD Youth Diversion Program
- State of Family and Community Engagement Fall 2018 Update

PUBLIC HEARING

- Review Statement of Assurance for Sufficiency of Pupil Textbooks and Instructional Materials for 2018-19 School Year, per Education Code Sections 60119 and 60422

REGULAR AGENDA - ACTION ITEMS

- 2.0 Adoption of Resolution No. 18/19-3253 – Statement of Assurance for Sufficiency of Pupil Textbooks and Instructional Materials for 2018-19 School Year
- 3.0 Adoption of Resolution No. 18/19-3261 – Authorizing the Filing of Career Technical Education Facilities Grant Applications to the State School Facilities Program for Proposition 51 Funding
- 4.0 Action on Request for Renewal of Charter for Magnolia Science Academy Santa Ana Charter School and Adopt Resolution No. 18/19-3262 Effectuating that Action
- 5.0 Approval of Amended Declaration of Need for Fully Qualified Educators for 2018-2019 School Year
- 6.0 Authorization to Award a Contract for Pest Control Services
- 7.0 Board Policy (BP) 1330 – Use of School Facilities (Revised: For Adoption)

- 8.0 Board Policy (BP) 4020 – Drug and Alcohol-Free Workplace (Revised: For Adoption)
- 9.0 Board Policy (BP) 4127/4227/4327 – Temporary Athletic Team Coaches (Revised: For Adoption)

NEW AND REVISION OF EXISTING BOARD POLICIES – FIRST READING / NO ACTION REQUIRED

- Board Bylaw (BB) 9320.1 – Parliamentary Procedure (Revised: For First Reading)

BOARD REPORTS

ADJOURNMENT

FUTURE MEETING - The next Regular Meeting of the Board of Education will be held on Tuesday, October 23, 2018, at 6:00 p.m.

AGENDA ITEM BACKUP SHEET

October 9, 2018

Board Meeting

TITLE: Summer 2018 Jet Propulsion Laboratory Scholarship Recipients

ITEM: Acknowledgment

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

PREPARED BY: Don Isbell, Director, Career Technical Education

BACKGROUND INFORMATION:

The purpose of this agenda item is to acknowledge nine students who participated and completed the summer 2018 internship program at NASA Jet Propulsion Laboratory in Pasadena.

RATIONALE:

Nine Santa Ana Unified School District students had the opportunity to participate in an internship opportunity at NASA’s Jet Propulsion Laboratory (JPL) during the summer 2018. All applicants had strong academic backgrounds, including many with AP classes and higher-level math, such as calculus, on their transcripts. Industry and community partners will present \$4,000 scholarships to each student participant for their internship at JPL during the summer. The following students were selected for the 2018 JPL program:

ITEM SUMMARY

- Student interns were at JPL an average of 40 hours each week for a total of eight weeks
- Students are assigned to different scientists throughout the JPL facility
- Students gave a presentation to JPL staff and scientists at the end of the internship about their project
- Supports District Focus on College and Career Pathways

| Student Name | School Name |
|---------------------|---------------------------------|
| Vivianne Dinh | Segerstrom High School |
| Justin Dysome | Segerstrom High School |
| Anthony Gonzales | Godinez Fundamental High School |
| Carina Romero | Segerstrom High School |
| Patricia Salazar | Segerstrom High School |
| Adam Salguero | Segerstrom High School |
| Raul Vargas | Segerstrom High School |
| Christopher Vu | Segerstrom High School |
| Kevin Zheng | Valley High School |

LCAP Goal: 1 All Students will have equitable access to a high-quality core curricular and instructional program.

Action: 1.6 Provide equitable access to courses and supports that will develop college and career readiness which may include A-G approved classes, CTE pathways, Advanced Placement (AP) coursed and summer bridge programs, International Baccalaureate (IB) program, Early College/dual enrollment, and AVID. (Equal Opportunity Audit – EOA, College and Career Readiness Plan – CCRP)

Services: 1.06003 Career Technical Education Services

FUNDING:

No Fiscal Impact

RECOMMENDATION:

Acknowledge the summer 2018 Jet Propulsion Laboratory scholarship recipients.

DA:DI:mo

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

MINUTES

BOARD MEETING
SANTA ANA BOARD OF EDUCATION

September 25, 2018

CALL TO ORDER

Board President Amezcua called the meeting to order at 5:32 p.m. Other members in attendance were Dr. Alvarez and Mr. Palacio.

CLOSED SESSION PRESENTATIONS

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

There were no individuals wishing to address the Board.

RECESS TO CLOSED SESSION

The Regular Board meeting recessed at 5:32 p.m. to consider student matters, anticipated litigation, personnel matters, and negotiations.

Dr. Rodriguez arrived at 6:00 p.m. and Ms. Iglesias arrived at 6:31 p.m.

RECONVENE OPEN MEETING

The Regular Board meeting reconvened at 6:46 p.m.

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

PLEDGE OF ALLEGIANCE

Denise Resendiz and Danielle Cuayahuitl, student at Valley High School led the Pledge of Allegiance.

REPORT OF ACTION TAKEN IN CLOSED SESSION

By a vote of 4-0, the Board took action to appoint Vanessa M. Smith to the position of Coordinator of Special Education.

Motion: Ms. Amezcua Second: Dr. Alvarez

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

Not Present: Ms. Iglesias

By a vote of 4-0, the Board took action to appoint Samuel Perez to the position of Custodial Supervisor.

Motion: Mr. Palacio Second: Dr. Rodriguez

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

Not Present: Ms. Iglesias

RECOGNITIONS/ACKNOWLEDGMENTS

Jason Holland, Vice President, Community Engagement, Segerstrom Center for the Arts

A short video of Segerstrom Center for the Arts featuring Círculos at Chavez High School was featured followed by the Board recognition of Jason Holland and acknowledgments of the programs staff.

Certificated Employee of the Month for September 2018, Stephen Larson

Stephen Larson, Program Specialist, Research and Evaluation was recognized as the Certificated Employee of the Month.

Classified Employee of the Month for September 2018, Nallely Dominguez

Nallely Dominguez, Instructional Assistant Visual Impaired, Special Education was recognized as the Classified Employee of the Month.

SUPERINTENDENT'S REPORT

Superintendent Phillips begun her report by stating that she had a phone conference with Superintendent of Capistrano Unified and discussed the next steps and timeline for a countywide summit to understand racial equity and transforming our educational agencies and greater community. She also stated that for the past two years, Early Learning has been a large push from the District and have created focus in this area through many investments, such as, hiring instructional aides for 1st grade classrooms that meet specific criteria. Dr. Phillips added that the District continues to engage with the Santa Ana Early Learning Initiative, which brings together

community resources to address Kindergarten Readiness and community awareness and support for early learning success. Superintendent congratulated SAHS student, Luis Jimenez, for being selected by Coda Bow to receive a free Diamond NX Violin Bow to help him pursue his future musical endeavors at Stanford University; she also thanked Jody Adams from Coda Bows and Jeff Bertrand from Bertrand's Music for providing SAHS Chamber Orchestra with Diamond NX's for all instruments. She acknowledged the We Care Club at Segerstrom High School, which held a lunchtime Pep Rally to bring up awareness of Mental Health resources at their school; Lathrop students for competing in SAUSD's first Speech and Debate tournament of 2018-19; and the Summer Enrichment Programs joined to present their projects and demonstrate their learning outcomes, students were highly engaged and their teachers were glowing with pride for the students accomplishments. She mentioned CSEA hosted its fifth Annual Family Picnic at McFadden Intermediate and the Induction Ceremony for the San Arts Conservatory. Dr. Phillips informed everyone of a special forum to discuss the implementation of the California Healthy Youth Act on Wednesday, September 26, 2018 held by the Orange County Board of Education. Superintendent Phillips ended her report with the announcement of the SAT/PSAT Primary Test Day is October 10; National Voter Registration Day - Tuesday, September 25; and a video spotlight on Mendez Fundamental Intermediate School.

PUBLIC PRESENTATIONS

Johnny A. Mejia, Jose Diaz, Rudy Munoz, Guillermo Casales, and Salvador Avalos addressed the Board related to the Soccer Field Policy. Adriana Alanis, Monica Ugalde, Nasario Morales, and Norma Torres addressed the Board related to a personnel issue. Michelle Anderson, Andre Roberson, Rozzana Lopez, and Maria Rowell addressed the Board related to Magnolia Science Academy Charter petition. Ron Lacy addressed the Board with many thanks. Venancio Chavez addressed the Board related to low performance schools. Margarita Gonzalez addressed the Board related to Special Education.

1.0 APPROVAL OF CONSENT CALENDAR

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

- 1.2 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/Ratification of Listing of Agreements/Contracts with Santa Ana Unified School District for 2018-19 School Year
- 1.9 Ratification of Purchase Order Summary and Listing of all Purchase Orders, for the Period of August 29, 2018 through September 11, 2018
- 1.13 Approval of Personnel Calendar Including the Transition of Specific Staff Members with such Topics as: Hiring, Promotions, Transfers, Resignations, Retirements, and Leaves

Moved by Ms. Amezcua, seconded by Dr. Alvarez, and carried 5-0, to approve the remaining items on the Consent Calendar as follows:

- 1.1 Approval of Special Board Meeting Minutes - September 6, 2018 and Regular Board Meeting Minutes - September 11, 2018
- 1.3 Approval of Extended Field Trip(s) in Accordance with Board Policy (BP) 6153 – School- Sponsored Trips and Administrative Regulation (AR) 6153.1 – Extended School-Sponsored Trips
- 1.4 Approval of Memberships for Crisis Prevention Institute, Inc. for 2018-19 School Year
- 1.6 Approval/Ratification of Listing of No-Cost Community Partnership Agreements with Santa Ana Unified School District for 2018-19 School Year
- 1.7 Approval/Ratification of Listing of Software License Agreements with Santa Ana Unified School District for 2018-19 School Year
- 1.8 Ratification of Expenditure Summary and Warrants Issued Over \$25,000 for the Period of August 29, 2018 through September 11, 2018
- 1.10 Adoption of Resolution No. 18/19-3251 – Revision of Authorized Signatories
- 1.11 Approval of Revised Job Description: Director of Food Services
- 1.12 Approval of Revised Job Description: Activity Supervisor

Items removed from Consent Calendar for discussion and separate action:

- 1.2 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

Moved by Ms. Amezcua, seconded by Dr. Alvarez, and carried 5-0, to amend a portion of the one year expulsion for student number 373236; it was further moved that student number 373236 be assigned a rehabilitation plan consisting of enrollment in summer school as a condition for their readmission pursuant to California Education Code 48916 and the Rules and Regulations of the Santa Ana Unified School District, approve the student expulsion for violation of the California Education Code Sections 48900, 48900.2, 48900.3, 48900.4, 48900.7, and/or 48915© according to Board Policy 5144.1.

- 1.5 Approval/Ratification of Listing of Agreements/Contracts with Santa Ana Unified School District for 2018-19 School Year

Moved by Ms. Amezcua, seconded by Dr. Rodriguez, and carried 4-1, Ms. Iglesias dissenting, to approve/ratify the listing of agreements/contracts with Santa Ana Unified School District for the 2018-19 school year.

- 1.9 Ratification of Purchase Order Summary and Listing of all Purchase Orders, for the Period of August 29, 2018 through September 11, 2018

Moved by Ms. Amezcua, seconded by Mr. Palacio, and carried 4-1, Ms. Iglesias dissenting, to ratify Purchase Order Summary Report and detailed Purchase Order Listing of all purchase orders during the period of August 29, 2018 through September 11, 2018.

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

Moved by Ms. Amezcua, seconded by Dr. Rodriguez, and carried 4-1, Ms. Iglesias dissenting, to approve/ratify the listing of agreements/contracts with Santa Ana Unified School District for the 2018-19 school year.

PUBLIC HEARING

Public Hearing for Magnolia Science Academy Charter Renewal Petition

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

After hearing comments from Alfredo Rubalcava, Cobi Luciani, and Lupita Ramirez, Ms. Amezcua declared the Public Hearing closed.

REGULAR AGENDA - ACTION ITEMS

- 2.0 Authorization to Proceed with Procurement and Repair of Surveillance Cameras District-Wide

Moved by Dr. Rodriguez, seconded by Ms. Amezcua, and carried 5-0, to authorize staff to proceed with the procurement and repair of surveillance cameras Districtwide.

3.0 Authorization to Award a Contract for Bid Package No. 1 – CTE Media Arts Lab and Library Remodel at Santa Ana High School

Moved by Ms. Amezcua, seconded by Dr. Rodriguez, and carried 5-0, to authorize staff to award a contract to P.H. Hagopian, for Bid Package No. 1 – CTE Media Arts Lab and Library Remodel at Santa Ana High School.

4.0 Approval of New Job Description: Coordinator of Student Athletics and Activities

Moved by Ms. Amezcua, seconded by Dr. Rodriguez, and carried 4-1, Ms. Iglesias dissenting, to approve the new job description: Coordinator of Student Athletics and Activities.

5.0 Board Policy (BP) 7150.1 – Signs, Murals, and Marquees (Revised: For Adoption)

Moved by Dr. Rodriguez, seconded by Ms. Amezcua, and carried 5-0, to adopt the revised Board Policy (BP) 7150.1 – Signs, Murals, and Marquees.

NEW AND REVISION OF EXISTING BOARD POLICIES – FIRST READING / NO ACTION REQUIRED

Board Policy (BP) 4020 – Drug and Alcohol-Free Workplace (Revised: First Reading)

Board Policy (BP) 4127/4227/4327 – Temporary Athletic Team Coaches (Revised: First Reading)

Ms. Iglesias left the meeting at 8:49 p.m.

BOARD REPORTS

Ms. Amezcua: Requested a report on Speech and Debate at Griset, Chavez, and REACH Academy.

ADJOURNMENT

There being no further business to come before the Board, the Board meeting by Board President Amezcua at 9:06 p.m.

The next Regular Meeting of the Board of Education is Tuesday, October 9, 2018, at 6:00 p.m.

ATTEST:

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

1 RESOLUTION NO. 18/19-3251
2 BOARD OF EDUCATION
3 SANTA ANA UNIFIED SCHOOL DISTRICT
4 ORANGE COUNTY, CALIFORNIA
5

6 **Revision of Authorized Signatories**
7

8 WHEREAS, Education Code Section 17604 specifically authorizes the Board, by
9 majority vote, to delegate signature authority on behalf of the District to the
10 District Superintendent and/or other designated District officers and employees;
11 and,

12 WHEREAS, such a delegation of signature authority can expedite
13 implementation of financial transactions or any other contract, agreement, or
14 forms that have previously been approved by the Board; and,

15
16 WHEREAS, Education Code Section 35161 authorizes the Board to delegate to
17 District officers or employees any of the Board's powers or duties; and,

18
19 WHEREAS, Resolution No. 18/19-3251 would memorialize the delegation of
20 signature authority on behalf of the District to the District's Superintendent and
21 other District officers and employees whom the Board of Education has identified
22 as having an ability to exercise sound business judgment on behalf of the District
23 and understand the contracts and other instruments being executed.
24

25 NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Santa Ana
26 Unified School District that the following persons are authorized to sign manually
27 or by facsimile, the orders drawn on funds of the District for warrants, revolving
28 fund checks, purchase orders, and orders for salary payments and cafeteria checks.
29 All documents, agreements, contracts, tax shelter annuity forms, deferred
30 compensation program, federal and state applications, reports and forms for the
31 2018-19 school year on behalf of the District:
32

- 33 • Stefanie P. Phillips, Ed.D., Superintendent
- 34 • ~~Edmond T. Heatley, Ed.D., Deputy Superintendent, Administrative Services~~
- 35 • Alfonso Jimenez, Ed.D., Deputy Superintendent, Educational Services
- 36 • Manoj Roychowdhury, Assistant Superintendent, Business Services
- 37 • Orin L. Williams, Assistant Superintendent, Facilities and Governmental
38 Relations

- 39 • Jonathan Geiszler, Director, Purchasing and Stores
- 40 • Ruth Zintzun, Manager, Purchasing and Stores

41
42 NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Santa Ana
43 Unified School District that the following persons are authorized to sign all
44 applications and reports connected with the Child & Adult Care Food Program, Food
45 Distribution Program and the National School Lunch Program for the 2018-19 school
46 year on behalf of the District:

- 47
- 48 • Stefanie P. Phillips, Ed.D., Superintendent
- 49 • ~~Edmond T. Heatley, Ed.D., Deputy Superintendent, Administrative Services~~
- 50 • Alfonso Jimenez, Ed.D., Deputy Superintendent, Educational Services
- 51 • Manoj Roychowdhury, Assistant Superintendent, Business Services
- 52 • ~~Mark Chavez, Director, Food Services~~
- 53 • Joshua J. Goddard, Manager of Nutrition Services

54
55 NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Santa Ana
56 Unified School District that the following persons are authorized to sign all
57 financial transactions; payroll warrants, vendor payment documents, reissuance of
58 warrants, ASB warrants, and voided warrants for the 2018-19 school year on behalf
59 of the District:

- 60
- 61 • Stefanie P. Phillips, Ed.D., Superintendent
- 62 • ~~Edmond T. Heatley, Ed.D., Deputy Superintendent, Administrative Services~~
- 63 • Alfonso Jimenez, Ed.D., Deputy Superintendent, Educational Services
- 64 • Manoj Roychowdhury, Assistant Superintendent, Business Services
- 65 • Kelli Levanger, Director, Accounting, Payroll and Student Attendance
- 66 • Josephine Austin, Manager, Payroll
- 67 • Johnny Leuta, Manager, Accounting

68
69 NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Santa Ana
70 Unified School District that the following persons are authorized to sign all
71 financial transactions, federal and state applications, reports and forms for the
72 2018-19 school year on behalf of the District:

- 73
- 74 • Stefanie P. Phillips, Ed.D., Superintendent
- 75 • ~~Edmond T. Heatley, Ed.D., Deputy Superintendent, Administrative Services~~

- 76 • Alfonso Jimenez, Ed.D., Deputy Superintendent, Educational Services
- 77 • Manoj Roychowdhury, Assistant Superintendent, Business Services
- 78 • Swandayani Singgih, Director, Budget
- 79 • David Degree, Manager, Budget

80

81 NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Santa Ana

82 Unified School District that the following persons are authorized to sign manually

83 or by facsimile, employment-related notices for District personnel whose

84 employment status has been authorized or ratified by the Board of Education, and

85 related documents for the 2018-19 school year on behalf of the District:

- 86
- 87 • Stefanie P. Phillips, Ed.D., Superintendent
- 88 • ~~Edmond T. Heatley, Ed.D., Deputy Superintendent, Administrative Services~~
- 89 • Alfonso Jimenez, Ed.D., Deputy Superintendent, Educational Services
- 90 • Mark A. McKinney, Associate Superintendent, Human Resources
- 91 • Manoj Roychowdhury, Assistant Superintendent, Business Services
- 92 • Devin E. Lawson, Executive Director, Human Resources
- 93 • Sandra McCoy, Director, Human Resources
- 94 • ~~Arturo Jimenez, Director, Human Resources~~

95

96 NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Santa Ana

97 Unified School District that the following persons are authorized to sign any

98 other contract, agreement, federal and state applications or forms that have been

99 authorized or ratified by the Board of Education for the 2018-19 school year on

100 behalf of the District:

- 101
- 102 • Stefanie P. Phillips, Ed.D., Superintendent
- 103 • ~~Edmond T. Heatley, Ed.D., Deputy Superintendent, Administrative Services~~
- 104 • Alfonso Jimenez, Ed.D., Deputy Superintendent, Educational Services
- 105 • Manoj Roychowdhury, Assistant Superintendent, Business Services
- 106 • Sonia Llamas, Ed.D., L.C.S.W., Assistant Superintendent, School Performance
- 107 and Culture
- 108 • Daniel Allen, Ed.D., Assistant Superintendent, K-12 Teaching and Learning
- 109 • Mayra Helguera, Assistant Superintendent, Special Education/Special
- 110 Education Local Plan Area (SELPA)
- 111 • Orin L. Williams, Assistant Superintendent, Facilities and Governmental
- 112 Relations

113 NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Santa Ana
114 Unified School District that the following persons are authorized to sign all
115 Community Care Licensing contracts, documents, applications, and matters relating
116 to services for SAUSD Kinder Readiness Preschool, State Preschool Programs, and
117 SAUSD Head Start Program that have been authorized or ratified by the Board of
118 Education for the 2018-19 school year on behalf of the District:

- 119
- 120 • Alfonso Jimenez, Ed.D., Deputy Superintendent, Educational Services
- 121 • ~~Edmond T. Heatley, Ed.D., Deputy Superintendent, Administrative Services~~
- 122 • Manoj Roychowdhury, Assistant Superintendent, Business Services
- 123 • Daniel Allen, Ed.D., Assistant Superintendent, K-12 Teaching and Learning
- 124 • Keely Orlando, Early Childhood Education Coordinator
- 125 • Charlotte Ervin, Head Start Coordinator
- 126

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

129

130 AYES: Amezcu, Rodriguez, Alvarez, Iglesias, Palacio

131 NOES:

132 ABSENT:

133

134 STATE OF CALIFORNIA)
135) SS:
136 COUNTY OF ORANGE)

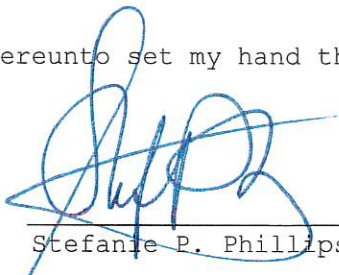
137

138 I, Stefanie P. Phillips, Secretary of the Board of Education of the Santa
139 Ana Unified School District of Orange County, California, hereby certify that the
140 above and foregoing Resolution was duly adopted by the said Board at a regular
141 meeting thereof held on the 25th day of September, 2018, and passed by a vote of
142 5-0 of said Board.

143

144 IN WITNESS WHEREOF, I have hereunto set my hand this 25th day of September,
145 2018.

146

147 

148 _____
149 Stefanie P. Phillips, Ed.D.
150 Secretary of the Board of Education
Santa Ana Unified School District



SANTA ANA UNIFIED SCHOOL DISTRICT

DIRECTOR OF NUTRITION SERVICES

JOB SUMMARY:

Under the direction of the Superintendent or designee, plan, direct, organize, and manage a food services program to meet the nutritional and educational needs of students within the District.

REPRESENTATIVE DUTIES:

- Provide vision and direction for the Nutrition Services Department. **E**
- Create and implement a Department strategic plan. **E**
- Plan and develop a program for providing school meals to fulfill nutritional and educational needs of pupils participating in USDA Child Nutrition Programs. **E**
- Plan and direct activities of Nutrition Services personnel in the operation of the Nutrition Services Program. **E**
- Monitor, analyze, and interpret current legislation affecting the Department and interpret and administer county, state, and federal laws and regulations. **E**
- Prepare and submit budget for Nutrition Services Department; review periodic budget reports to compare actuals against forecasts; provide explanations and variances as necessary. **E**
- Participate in kitchen facility design with architects, engineers, and contractors. **E**
- Assist administration in establishing uniform personnel policies and basic job descriptions. **E**
- Interview and recommend placement of personnel, plan work schedules, establish work performance standards, plan in-service training for regular staff and new employees, monitor and evaluate performance of employees directly supervised. **E**
- Develop specifications and standards of quality for the purchase of food, supplies and equipment. **E**

DIRECTOR OF NUTRITION SERVICES (CONTINUED)

REPRESENTATIVE DUTIES: (continued)

- Set procedures for receiving and arrange for proper storage and distribution to schools. **E**
- Administer adequate accounting procedures and records for budgeting; supervise preparation and distribute required reports. **E**
- Instruct personnel in preventative maintenance. **E**
- Study new developments in equipment and recommend approved items. **E**
- Interpret and implement health and safety codes. **E**
- Instruct personnel on safety regulations and establish a safety committee. **E**
- Meet with brokers and salespersons handling food and equipment. **E**
- Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Applicable national, state and local laws and regulations related to child nutrition programs.
- Personnel management.
- Nutrition.
- Procurement
- Food preparation.
- Marketing
- Sanitation and health laws.
- Safety regulations.
- Cost management and accounting.
- Facility planning.
- Equipment construction.
- City and community.
- Social, cultural and linguistic diversity of district, city and community.

Ability to:

- Organize and manage food service operation.
- Plan menus that meet USDA requirements and student preferences.
- Interpret and apply rules, regulations and District Policies.
- Manage multiple projects simultaneously.
- Manage time effectively.
- Prepare, write, and present reports.

DIRECTOR OF NUTRITION SERVICES (CONTINUED)

KNOWLEDGE AND ABILITIES: (continued)

Ability to: (continued)

- Communicate effectively orally and in writing.
- Supervise account in preparation of reports.
- Work cooperatively with others.
- Plan and supervise work.
- Train and supervise personnel.
- Perform the essential functions of the job.

EDUCATION AND EXPERIENCE:

- Bachelor's degree or equivalent educational experience with academic major in food and nutrition, food service management, dietetics, family and consumer sciences, nutrition education, culinary arts, business, or a related field.
- Five (5) years of experience in management of school nutrition programs.
- California-recognized certificate for school nutrition directors, desirable.

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:

- Office, kitchens, and serving areas.
- Driving a vehicle to conduct work.

PHYSICAL ABILITIES:

- Hearing and speaking accurately to exchange information and make presentations.
- Seeing to read a variety of materials and drive a vehicle.
- Sitting or standing for extended periods of time.
- Dexterity of hands and fingers to operate office machines.
- Bending at the waist, kneeling or crouching.
- Lifting or moving objects, normally not exceeding thirty (30) pounds.

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: 9/25/18 (1/84, 3/93, 5/01, 11/02)



SANTA ANA UNIFIED SCHOOL DISTRICT ACTIVITY MONITOR

JOB SUMMARY:

Under supervision of the site administrator, to supervise students' activities and to monitor, and assist in assuring the safety of students; and to do other related work as required.

REPRESENTATIVE DUTIES:

- Assists in the supervision of students on the school grounds: monitor, stairs, restrooms, and open areas. **E**
- Maintain school rules and safety regulations. **E**
- Monitor and supervise students' games and activities. **E**
- Encourages positive student behavior in maintaining a safe, healthy, clean, and orderly school environment. **E**
- Assist and supervise students at meal and break times. **E**
- Supervise and assist students as they are waiting in food lines. **E**
- May assist staff members in escorting students to and from the bus. **E**
- Monitors to ensure that unauthorized persons are not on school grounds, that students do not leave school grounds without permission, and reports violations to the office. **E**
- Assist students when hurt and may provide first aid if trained and certified. **E**
- Reports unsafe conditions in the school facilities, and reports violations to the office. **E**
- May supervise small groups of children whose parents are attending meetings/trainings. **E**
- Other related duties as assigned. **E**

ACTIVITY MONITOR (CONTINUED)

KNOWLEDGE AND ABILITIES:

Knowledge of:

- General knowledge of playground supervision.
- General safety principles.
- Basic communication methods

Ability to:

- Ability to recognize danger to students or school property.
- Follow written and oral instructions.
- Deal firmly, tactfully, and effectively with students, teachers, and the public.
- Monitor activities of students ~~and young children~~.
- Ability to monitor and supervise students during student meal times.
- Desire to enhance school climate and advance school and District educational mission.

EDUCATION AND EXPERIENCE:

- Experience working with and assisting school-age children.
- High School diploma or equivalent desirable, but not required.

LICENSES AND OTHER REQUIREMENTS:

- Valid California driver's license or Federal or State identification.
- First Aid Certification desirable.

WORKING CONDITIONS:

ENVIRONMENT:

- Outdoor environment.
- Seasonal heat and cold or adverse weather conditions.
- Walking campus grounds.
- Seeing to monitor student behavior.
- Hearing and speaking accurately to exchange information.
- Seeing to read a variety of materials.
- Standing for extended periods of time.
- Dexterity of hands and fingers to operate assigned equipment (i.e. Radio, etc.).
- Bending at the waist, kneeling or crouching to perform related duties of job.

ACTIVITY MONITOR (CONTINUED)

WORKING CONDITIONS: (continued)

Physical Abilities:

- Lifting or moving objects, not exceeding twenty (20) normal pounds.
- Physical agility and stamina.
- Exposure to heat and cold.
- Constant interruptions
- Contact with dissatisfied and/or abusive students.
- Possible fights and confrontations.
- Lifting and/or moving light playground equipment such as: balls, sports gear, rolling carts, etc.

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.

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - September 25, 2018

| LAST NAME | POSITION | SITE | EFF. DATE | COMMENTS |
|---------------------------|---------------------------------|----------------------------------|--------------------|---|
| RETIREMENT | | | | |
| | | | | |
| De Quesada, Isabel | Teacher | Sierra | September 10, 2018 | |
| RESIGNATIONS | | | | |
| | | | | |
| | Speech and Language Pathologist | | | |
| Colon, Arlene | Teacher | Speech Department | September 5, 2018 | |
| Jackson, Charlan | Teacher | Sierra | September 7, 2018 | |
| Morgan, Annalise | Nurse | Health/Home-Hospital Instruction | August 31, 2018 | |
| NEW HIRES/RE-HIRES | | | | |
| | | | | |
| | Speech and Language Pathologist | | | |
| Ganser, Amy | Teacher | Speech Department | September 11, 2018 | New Hire - Probationary I |
| Harlan, Jeffrey | Teacher | Washington | August 29, 2018 | New Hire - Intern |
| | Speech and Language Pathologist | | | |
| Mayer, Charlotte | Teacher | Speech Department | September 7, 2018 | New Hire - Probationary I |
| Mendez, Judith | Teacher | Spurgeon | August 29, 2018 | New Hire - Temporary 44909 |
| Murgolo, Kimberly | Teacher | Alternative Education | August 8, 2018 | Rehire - Probationary II (40% contract of everyday) |

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - September 25, 2018

| LAST NAME | POSITION | SITE | EFF. DATE | COMMENTS |
|---------------------------------------|-----------------|--------------|--------------------|---------------------------|
| NEW HIRES/RE-HIRES (Continued) | | | | |
| Perez, Andrea | Teacher | Spurgeon | September 12, 2018 | New Hire - Intern |
| Perez, Randall | Teacher | Saddleback | September 12, 2018 | New Hire - Probationary I |
| Sanchez, Rocio | Teacher | Pio Pico | September 10, 2018 | New Hire - Intern |
| Whitcomb, Haley | Teacher | Adams | August 29, 2018 | New Hire - Probationary I |
| DEPARTMENT CHAIRS 2018-19 | | | | |
| DeShazer, Nicole | | Lathrop | 2018-19 | Science |
| Groothuis, Carol | | Lathrop | 2018-19 | P.E. |
| Gutierrez, Fernando | | Lathrop | 2018-19 | AVID, Math |
| Hammer, Heather | | Lathrop | 2018-19 | ELD/Bilingual, Reading |
| Heuberger, Terri | | Lathrop | 2018-19 | Special Education |
| Luna, Zitlalpilli | | Lathrop | 2018-19 | Art |
| Oswandel, Elizabeth | | Lathrop | 2018-19 | Social Studies |
| Wolff, Amanda | | Lathrop | 2018-19 | English |
| Booker, Howard | | Lorin Grisct | 2018-19 | Social Studies |
| Kim, Duy | | Lorin Grisct | 2018-19 | Math |
| Mackenzie, Marcus | | Lorin Grisct | 2018-19 | Science |
| Monce, Maria | | Lorin Grisct | 2018-19 | Foreign Language |
| Pena, Maricela | | Lorin Grisct | 2018-19 | Art |
| Reyes, Pedro | | Lorin Grisct | 2018-19 | English |

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - September 25, 2018

| LAST NAME | POSITION | SITE | EFF. DATE | COMMENTS |
|--|-----------------|----------------|------------------|-----------------------------|
| DEPARTMENT CHAIRS 2018-19 (Continued) | | | | |
| Sutherland, Nancy | | Lorin Grisct | 2018-19 | P.E. |
| Tucker, Adriana | | Lorin Grisct | 2018-19 | Special Education |
| Camacho, Octavio | | Middle College | 2018-19 | Math (sharing) |
| Groff, Susan | | Middle College | 2018-19 | Science |
| Kaneko, Norio | | Middle College | 2018-19 | Math (sharing) |
| Nguyen, Thu | | Middle College | 2018-19 | English |
| Thomas, Maryanne | | Middle College | 2018-19 | Social Studies |
| Valenzuela, Edward | | Middle College | 2018-19 | P.E. |
| Collins, Rachelle | | Santa Ana | 2018-19 | Special Education (sharing) |
| Detviler, Tammra | | Santa Ana | 2018-19 | Special Education (sharing) |
| Dukus, Robert | | Santa Ana | 2018-19 | Science |
| Enloe, Elizabeth | | Santa Ana | 2018-19 | English, Reading |
| Himmelberger, Jo Ann | | Santa Ana | 2018-19 | Home Economics |
| Ibarra, Pedro | | Santa Ana | 2018-19 | Math |
| Kleinschmidt, Janet | | Santa Ana | 2018-19 | ELD/Bilingual |
| Nguyen, Dana | | Santa Ana | 2018-19 | AVID |
| Osle, Lizette | | Santa Ana | 2018-19 | Foreign Language |
| Osseck, Thomas | | Santa Ana | 2018-19 | Business |
| Sanborn, Katrinka | | Santa Ana | 2018-19 | Art |
| Schoonmaker, Rory | | Santa Ana | 2018-19 | P.E. |
| Schwinge, Terrence | | Santa Ana | 2018-19 | Music |
| Walker, Kenneth | | Santa Ana | 2018-19 | Social Studies |

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - September 25, 2018

| LAST NAME | POSITION | SITE | EFF. DATE | COMMENTS |
|--|----------|------------|-----------|-----------------------------|
| DEPARTMENT CHAIRS 2018-19 (Continued) | | | | |
| Peterson, Erik | | Santiago | 2018-19 | AVID |
| Barron, Melinda | | Segerstrom | 2018-19 | English |
| Decker, Sean | | Segerstrom | 2018-19 | Social Studies (sharing) |
| Escutia, Rosalia | | Segerstrom | 2018-19 | Foreign Language |
| Gomez, Adrian | | Segerstrom | 2018-19 | P.E. |
| Loh, Brenda | | Segerstrom | 2018-19 | Music |
| Lopez, Luis | | Segerstrom | 2018-19 | Special Education (sharing) |
| Lund, Amber | | Segerstrom | 2018-19 | ELD/Bilingual |
| Mateo, Amelia | | Segerstrom | 2018-19 | Social Studies (sharing) |
| Miranda, Ivan | | Segerstrom | 2018-19 | AVID |
| Schultz, Kevin | | Segerstrom | 2018-19 | Science |
| Stoewsand, Shelby | | Segerstrom | 2018-19 | Art |
| Stotelmeyer, Stephanie | | Segerstrom | 2018-19 | Special Education (sharing) |
| Werdel, Timothy | | Segerstrom | 2018-19 | Math |
| Cleveland, Christina | | Spurgeon | 2018-19 | P.E. |
| Golden, Darcee | | Spurgeon | 2018-19 | Art |
| Gregory, Caitlyn | | Spurgeon | 2018-19 | Special Education |
| Henrici, John | | Spurgeon | 2018-19 | English |
| Holland, Caran | | Spurgeon | 2018-19 | Music |
| Leonetti, Lindsey | | Spurgeon | 2018-19 | AVID |
| Reinhart, Veronica | | Spurgeon | 2018-19 | Social Studies |
| Soberanis Lexin, Maria | | Spurgeon | 2018-19 | Science |
| Weber, Michael | | Spurgeon | 2018-19 | Math |

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - September 25, 2018

| LAST NAME | POSITION | SITE | EFF. DATE | COMMENTS |
|--|----------|---------|-----------|-----------------------------|
| DEPARTMENT CHAIRS 2018-19 (Continued) | | | | |
| Berger, Michael | | Valley | 2018-19 | Social Studies |
| Cavazos, Teresa | | Valley | 2018-19 | AVID |
| Conover, Matthew | | Valley | 2018-19 | Math (sharing) |
| Corradino, Damian | | Valley | 2018-19 | English, ELD/Bilingual |
| Elizondo-Rodriguez, Leslie | | Valley | 2018-19 | Special Education (Sharing) |
| Gabaldon, Robert | | Valley | 2018-19 | Special Education (Sharing) |
| Garcia, Reuben | | Valley | 2018-19 | Science |
| Hagan, Kathryn | | Valley | 2018-19 | P.E. |
| Landrian, Ana | | Valley | 2018-19 | Foreign Language |
| Lutack, Ian | | Valley | 2018-19 | Math (sharing) |
| Maldonado, Rigo | | Valley | 2018-19 | Art |
| Mejia, Juan | | Valley | 2018-19 | Business |
| Arroyo, Francisco | | Willard | 2018-19 | P.E. |
| Bailey, Kylene | | Willard | 2018-19 | Special Education |
| Beltran, Ammy | | Willard | 2018-19 | Music |
| Compton, Laura | | Willard | 2018-19 | Science |
| Doane, Courtney | | Willard | 2018-19 | Art |
| Kanouse, Monique | | Willard | 2018-19 | Social Studies |
| Moure, Deborah | | Willard | 2018-19 | Math |
| O'Neill, Kellie | | Willard | 2018-19 | English |
| Valdez-Garcia, Arturo | | Willard | 2018-19 | AVID |
| Worrell, Don | | Willard | 2018-19 | ELD/Bilingual |

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - September 25, 2018

| LAST NAME | POSITION | SITE | EFF. DATE | COMMENTS |
|------------------------------|----------|--------------|-----------|---|
| CO-CURRICULAR 2018-19 | | | | |
| Bojorquez, Linsey | | Century | 2018-19 | Print Yearbook |
| Bush, Mark | | Century | 2018-19 | Broadcast Journalism, Video Production |
| Duran, Corrine | | Century | 2018-19 | Dance Team |
| Oveson, James | | Century | 2018-19 | Peer Court |
| Shepherd, Christine | | Century | 2018-19 | Drama |
| Sirgy, Michelle | | Century | 2018-19 | Pep Squad |
| Tomlinson, Beth | | Century | 2018-19 | Senior Class Advisor |
| Yaeger, Jennifer | | Century | 2018-19 | Activities Director |
| Wiley, Amanda | | Lorin Grisot | 2018-19 | Drama, Senior Class Advisor |
| Celestino, Gregory | | MacArthur | 2018-19 | Print Journalism, Print Yearbook |
| Holdcroft, Althea | | MacArthur | 2018-19 | Instrumental Music Band, Instrumental Music Orchestra |
| Silva, Christine | | MacArthur | 2018-19 | Pentathlon |
| Vicario, Maria | | MacArthur | 2018-19 | Student Government Advisor |
| Darrow, Krystal | | Spurgeon | 2018-19 | Student Government Advisor |
| Holland, Caran | | Spurgeon | 2018-19 | Vocal Music |
| Beltran, Ammy | | Willard | 2018-19 | Drama Production, Vocal Music |
| DelaCuadra, Jeremy | | Willard | 2018-19 | Instrumental Music Band |
| Garibay, Oscar | | Willard | 2018-19 | Instrumental Music Orchestra (sharing) |
| Lizarraga, Israel | | Willard | 2018-19 | Instrumental Music Orchestra (sharing) |
| Marx, Grant | | Willard | 2018-19 | Print Yearbook |

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - September 25, 2018

| LAST NAME | POSITION | SITE | EFF. DATE | COMMENTS |
|--|----------|---------|-----------|----------------------------|
| CO-CURRICULAR 2018-19 (Continued) | | | | |
| Pratt, Theodore | | Willard | 2018-19 | Student Government Advisor |
| GRADE LEVEL LEADS 2018-19 | | | | |
| Ingebrigtsen, Kortni | | Adams | 2018-19 | |
| Lathrop, Joe | | Adams | 2018-19 | |
| Ledon, Karla | | Adams | 2018-19 | |
| Pratt, Sharon | | Adams | 2018-19 | |
| Rabbani, Isabel | | Adams | 2018-19 | |
| Van De Merghel, Laura | | Adams | 2018-19 | |
| Wright, Jennifer | | Adams | 2018-19 | |
| Avram, Sarah | | Carver | 2018-19 | |
| De Bruhl-Grithens, Veronica | | Carver | 2018-19 | |
| Ladd, Catherine | | Carver | 2018-19 | |
| Martinez, Susana | | Carver | 2018-19 | |
| Zamora, Esmeralda | | Carver | 2018-19 | |
| Aceves Bravo, Yadira | | Diamond | 2018-19 | |
| Croom, Heather | | Diamond | 2018-19 | |
| Cuomo, Sarah | | Diamond | 2018-19 | |
| Dodson, Kimberly | | Diamond | 2018-19 | |
| Faris, Susan | | Diamond | 2018-19 | |
| Fulford, Lori | | Diamond | 2018-19 | |

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - September 25, 2018

| LAST NAME | POSITION | SITE | EFF. DATE | COMMENTS |
|--|----------|----------|-----------|----------|
| GRADE LEVEL LEADS 2018-19 (Continued) | | | | |
| Spira, Mary | | Diamond | 2018-19 | |
| Strazzulla, Shannon | | Diamond | 2018-19 | |
| Chavez, Connie | | Edison | 2018-19 | |
| Dascanio, Ana | | Edison | 2018-19 | |
| Diaz, Diana | | Edison | 2018-19 | |
| Henyan, Sharon | | Edison | 2018-19 | |
| Perez, Maribel | | Edison | 2018-19 | |
| Watkins, Adriana | | Edison | 2018-19 | |
| Watson, Lindsay | | Edison | 2018-19 | |
| Cardenas, Jennifer | | Esqueda | 2018-19 | |
| Cervantes, Jennifer | | Esqueda | 2018-19 | |
| Chandler, Sharon | | Esqueda | 2018-19 | |
| Chavez, Hector | | Esqueda | 2018-19 | |
| Hyde, Diane | | Esqueda | 2018-19 | |
| Lee, Torrence | | Esqueda | 2018-19 | |
| Mendiola, Michael | | Esqueda | 2018-19 | |
| Reyes Tenopala, Luis | | Esqueda | 2018-19 | |
| Tomaseck, Molly | | Esqueda | 2018-19 | |
| Carter, Amelia | | Franklin | 2018-19 | |
| Hernandez, Livier | | Franklin | 2018-19 | |
| Lujan, Lorraine | | Franklin | 2018-19 | |
| Sleiman, Angela | | Franklin | 2018-19 | |

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - September 25, 2018

| LAST NAME | POSITION | SITE | EFF. DATE | COMMENTS |
|--|-----------------|-------------|------------------|-----------------|
| GRADE LEVEL LEADS 2018-19 (Continued) | | | | |
| Whitmire, Donna | | Franklin | 2018-19 | |
| Winnie, Patricia | | Franklin | 2018-19 | |
| Yusuff, Zakaria | | Franklin | 2018-19 | |
| Boyer, Natasha | | Fremont | 2018-19 | |
| Jones, Lana | | Fremont | 2018-19 | |
| Manriquez, Denise | | Fremont | 2018-19 | |
| Motta, Joann | | Fremont | 2018-19 | |
| Mouat, Amy | | Fremont | 2018-19 | |
| Robbins, Alejandra | | Fremont | 2018-19 | |
| Aldrich, Nichole | | Garfield | 2018-19 | |
| Jurado, Rebecca | | Garfield | 2018-19 | |
| Morales, Leticia | | Garfield | 2018-19 | |
| Olivas, Desiree | | Garfield | 2018-19 | |
| Padilla, Debbie | | Garfield | 2018-19 | |
| Pena, Maricela | | Garfield | 2018-19 | |
| Rhone, Cynthia | | Garfield | 2018-19 | |
| Feldman, Cory | | Heninger | 2018-19 | |
| Gardea, Jesenia | | Heninger | 2018-19 | |
| Guzman, Irene | | Heninger | 2018-19 | |
| Knight, Sharon | | Heninger | 2018-19 | |
| Moore, Melissa | | Heninger | 2018-19 | |
| Ortega, Elsa | | Heninger | 2018-19 | |

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - September 25, 2018

| LAST NAME | POSITION | SITE | EFF. DATE | COMMENTS |
|--|-----------------|-------------|------------------|-----------------|
| GRADE LEVEL LEADS 2018-19 (Continued) | | | | |
| Rowan, Sehra | | Heninger | 2018-19 | |
| Ruiz, Erminia | | Heninger | 2018-19 | |
| Evans, Lisa | | Greenville | 2018-19 | |
| Fields, Lisa | | Greenville | 2018-19 | |
| Hanson, Michael | | Greenville | 2018-19 | |
| Hinrichsen, Jacqueline | | Greenville | 2018-19 | |
| Long, Shannon | | Greenville | 2018-19 | |
| Simon, Tracy | | Greenville | 2018-19 | |
| Van De Merghel, Anne | | Greenville | 2018-19 | |
| Edward, Marina | | Heroes | 2018-19 | |
| Flores-Munoz, Suzanne | | Heroes | 2018-19 | |
| Franco, Veronica | | Heroes | 2018-19 | |
| Jimenez, Gabriela | | Heroes | 2018-19 | |
| Martinez, Maria | | Heroes | 2018-19 | |
| Medina, Sylvia | | Heroes | 2018-19 | |
| Pennett, Sandra | | Heroes | 2018-19 | |
| Chhim, Chantal | | Hoover | 2018-19 | |
| Hernandez, Karen | | Hoover | 2018-19 | |
| Hoolihan, Kathleen | | Hoover | 2018-19 | |
| Lobst, Christie | | Hoover | 2018-19 | |
| Ryan, Lisa | | Hoover | 2018-19 | |
| Sentner, Carolyn | | Hoover | 2018-19 | |

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - September 25, 2018

| LAST NAME | POSITION | SITE | EFF. DATE | COMMENTS |
|--|-----------------|-------------|------------------|-----------------|
| GRADE LEVEL LEADS 2018-19 (Continued) | | | | |
| Small, Lisa | | Hoover | 2018-19 | |
| Coombs, Susan | | Jackson | 2018-19 | |
| Lowe, Trisha | | Jackson | 2018-19 | |
| Penman, Jennifer | | Jackson | 2018-19 | |
| Ray, Laura | | Jackson | 2018-19 | |
| Sieber, Stacie | | Jackson | 2018-19 | |
| Wroblewski, Keith | | Jackson | 2018-19 | |
| Zamarripa, Michelle | | Jackson | 2018-19 | |
| Germann, Sonya | | King | 2018-19 | |
| Madruaga-Houghton, Edith | | King | 2018-19 | |
| Mocnik, Cynthia | | King | 2018-19 | |
| Morita, Pamela | | King | 2018-19 | |
| Munoz, Amarilis | | King | 2018-19 | |
| Rendon-Cardenas, Patricia | | King | 2018-19 | |
| Gomez, Laura | | Martin | 2018-19 | |
| Jansz-Martinez, Julie | | Martin | 2018-19 | |
| Norwood, Tricia | | Martin | 2018-19 | |
| Pappas, Mercedes | | Martin | 2018-19 | |
| Rubin, Elizabeth | | Martin | 2018-19 | |
| Su, Katy | | Martin | 2018-19 | |

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - September 25, 2018

| LAST NAME | POSITION | SITE | EFF. DATE | COMMENTS |
|--|-----------------|-------------|------------------|-----------------|
| GRADE LEVEL LEADS 2018-19 (Continued) | | | | |
| Venegas, Lucia | | Marin | 2018-19 | |
| Colombo, Anna | | Monroe | 2018-19 | |
| Gonzalez, Guadalupe | | Monroe | 2018-19 | |
| Mejia-Bazulto, Raquel | | Monroe | 2018-19 | |
| Quezada-Cano, Alvaro | | Monroe | 2018-19 | |
| Fettes, Sue | | Monte Vista | 2018-19 | |
| Harney, Jamie | | Monte Vista | 2018-19 | |
| Leyva, Susan | | Monte Vista | 2018-19 | |
| Morten, Jessica | | Monte Vista | 2018-19 | |
| Sanchez, Graciela | | Monte Vista | 2018-19 | |
| Tawfik, Hermine | | Monte Vista | 2018-19 | |
| Taylor, Jennifer | | Monte Vista | 2018-19 | |
| Zamarripa, Victoria | | Monte Vista | 2018-19 | |
| Banuelos-Perez, Patricia | | Muir | 2018-19 | |
| Castellanos, Krista | | Muir | 2018-19 | |
| Johnson, Edie | | Muir | 2018-19 | |
| Rodriguez, Maria | | Muir | 2018-19 | |
| Schurmer, Dawn | | Muir | 2018-19 | |
| Walter, Pamela | | Muir | 2018-19 | |
| Zwickl, Lynne | | Muir | 2018-19 | |

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - September 25, 2018

| LAST NAME | POSITION | SITE | EFF. DATE | COMMENTS |
|--|----------|-------------|-----------|----------|
| GRADE LEVEL LEADS 2018-19 (Continued) | | | | |
| Alcaraz, Amy | | Pio Pico | 2018-19 | |
| Fernandez, Nicole | | Pio Pico | 2018-19 | |
| Hanson, Vivian | | Pio Pico | 2018-19 | |
| Martinez, Betsy | | Pio Pico | 2018-19 | |
| Orozco, Taide | | Pio Pico | 2018-19 | |
| Salinas Valencia, Marlene | | Pio Pico | 2018-19 | |
| Eshtehardi, Virginia | | Romero-Cruz | 2018-19 | |
| Lee, Teresa | | Romero-Cruz | 2018-19 | |
| Vom Steeg, Scott | | Romero-Cruz | 2018-19 | |
| Blankenship, Linda | | Roosevelt | 2018-19 | |
| Domingo, Crystal | | Roosevelt | 2018-19 | |
| Hammit, Wendy | | Roosevelt | 2018-19 | |
| Pichardo, Hilda | | Roosevelt | 2018-19 | |
| Rhoads, Rhonda | | Roosevelt | 2018-19 | |
| Rossmann, Erik | | Roosevelt | 2018-19 | |
| Strong, Kenneth | | Roosevelt | 2018-19 | |
| Aldana, Maria | | Santiago | 2018-19 | |
| Davies, Lori | | Santiago | 2018-19 | |
| James, Kathleen | | Santiago | 2018-19 | |
| Parkinen, Deirdre | | Santiago | 2018-19 | |
| Peterson, Erik | | Santiago | 2018-19 | |
| Salmon, Jennifer | | Santiago | 2018-19 | |

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - September 25, 2018

| LAST NAME | POSITION | SITE | EFF. DATE | COMMENTS |
|--|-----------------|-------------|------------------|-----------------|
| GRADE LEVEL LEADS 2018-19 (Continued) | | | | |
| Santana, Richard | | Santiago | 2018-19 | |
| Delgadillo, Jose | | Sepulveda | 2018-19 | |
| Delgadillo, Lorena | | Sepulveda | 2018-19 | |
| Duran Smith, Maria | | Sepulveda | 2018-19 | |
| Gupta, Deepika | | Sepulveda | 2018-19 | |
| Moreno-Resendiz, Ana | | Sepulveda | 2018-19 | |
| Secor, Kim | | Sepulveda | 2018-19 | |
| Shelby, Cathy | | Sepulveda | 2018-19 | |
| Cole-Wakefield, Pamela | | Thorpe | 2018-19 | |
| Russell, Carolyn | | Thorpe | 2018-19 | |
| Sauther, Erin | | Thorpe | 2018-19 | |
| Shipley, Elizabeth | | Thorpe | 2018-19 | |
| Tincup, Alisa | | Thorpe | 2018-19 | |
| Trujillo, Gabriela | | Thorpe | 2018-19 | |
| Adolph, Robert | | Walker | 2018-19 | |
| Barajas, Sonia | | Walker | 2018-19 | |
| Blankinship, Linda | | Walker | 2018-19 | |
| Botch, Karisa | | Walker | 2018-19 | |
| Pelosi, Carol | | Walker | 2018-19 | |
| Schuell, Carmen | | Walker | 2018-19 | |

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - September 25, 2018

| LAST NAME | POSITION | SITE | EFF. DATE | COMMENTS |
|--|-----------------|-------------|------------------|-----------------|
| GRADE LEVEL LEADS 2018-19 (Continued) | | | | |
| Carrillo, Joaquin | | Washington | 2018-19 | |
| Globus, Timothy | | Washington | 2018-19 | |
| Green, Sahara | | Washington | 2018-19 | |
| Kelly, Gina | | Washington | 2018-19 | |
| Olivares, Alma | | Washington | 2018-19 | |
| Oslanker, Rebecca | | Washington | 2018-19 | |
| Pedraza, Eugenia | | Washington | 2018-19 | |
| Benavides, Yajahira | | Wilson | 2018-19 | Sharing |
| Burke, Alison | | Wilson | 2018-19 | |
| Flores, Iliana | | Wilson | 2018-19 | |
| Keech, Sharon | | Wilson | 2018-19 | |
| Montgomery-Kachkou, Margaret | | Wilson | 2018-19 | |
| O'Connor, Kathleen | | Wilson | 2018-19 | |
| Sanchez, Susan | | Wilson | 2018-19 | Sharing |
| Vose, Renee | | Wilson | 2018-19 | |
| Yost, Elvira | | Wilson | 2018-19 | Sharing |
| ELEMENTARY STUDENT GOVERNMENT/COUNSEL ADVISOR 2018-19 | | | | |
| Kohls, Laurie | | Edison | 2018-19 | |
| Minko, Jennifer | | Esqueda | 2018-19 | |

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - September 25, 2018

| LAST NAME | POSITION | SITE | EFF. DATE | COMMENTS |
|--|-----------------|-------------|-----------------------------------|------------------|
| ELEMENTARY STUDENT GOVERNMENT/COUNSEL ADVISOR 2018-19 (Continued) | | | | |
| Grotsky, Gina | | Fremont | 2018-19 | |
| Rhone, Cynthia | | Garfield | 2018-19 | |
| Su, Katy | | Martin | 2018-19 | |
| Fettes, Sue | | Monte Vista | 2018-19 | (sharing) |
| Navarro, Oscar | | Monte Vista | 2018-19 | (sharing) |
| Collins, Stephanie | | Santiago | 2018-19 | |
| STIPEND | | | | |
| Peterson, Erik | | Santiago | 2018-19 | AVID Coordinator |
| APPROVAL TO REQUEST A WAIVER FOR EL AUTHORIZATION FOR THE 2018-19 | | | | |
| SCHOOL YEAR (CORRECTION) | | | | |
| Abrams, Danyel | | Santa Ana | | |
| EXTRA DUTY 2018-19 | | | | |
| Campos, Joao | Teacher | Santa Ana | August 13, 2018 - May 31, 2019 | Extra Period |

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - September 25, 2018

| LAST NAME | POSITION | SITE | EFF. DATE | COMMENTS |
|---------------------------------------|-----------------|-------------|-----------------------------------|-----------------|
| EXTRA DUTY 2018-19 (Continued) | | | | |
| Chavez, Jaime | Teacher | McFadden | August 13, 2018 - May 31, 2019 | Extra Period |
| Contreras, Luis | Teacher | Santa Ana | August 13, 2018 - May 31, 2019 | Extra Period |
| Contreras, Miriam | Teacher | Godinez | August 13, 2018 - May 31, 2019 | Extra Period |
| Gipson, Nancy | Teacher | McFadden | August 13, 2018 - May 31, 2019 | Extra Period |
| Gonzales, Ray | Teacher | MacArthur | August 13, 2018 - May 31, 2019 | Extra Period |
| Gonzalez, Graciela | Teacher | Godinez | August 13, 2018 - May 31, 2019 | Extra Period |
| Hammond, Jamie | Teacher | McFadden | August 13, 2018 - May 31, 2019 | Extra Period |
| Hinman, Robert | Teacher | Santa Ana | August 13, 2018 - May 31, 2019 | Extra Period |
| Kaniski, Cynthia Ann | Teacher | Segerstrom | August 13, 2018 - May 31, 2019 | Extra Period |
| Larragoiti, Nancy | Teacher | Godinez | August 13, 2018 - May 31, 2019 | Extra Period |
| Loh, Brenda | Teacher | Segerstrom | August 13, 2018 - May 31, 2019 | Extra Period |
| Martinez, Roman | Teacher | Santa Ana | August 13, 2018 - May 31, 2019 | Extra Period |

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - September 25, 2018

| LAST NAME | POSITION | SITE | EFF. DATE | COMMENTS |
|---------------------------------------|-----------------|-------------|--|-----------------------------|
| EXTRA DUTY 2018-19 (Continued) | | | | |
| Mc Cook, Robert | Teacher | Santa Ana | August 13, 2018 - May 31, 2019 | Extra Period |
| Mc Mahon, Jeanette | Teacher | Godinez | August 13, 2018 - December 21, 2018 | Extra Period (1st semester) |
| Napier, Rodney | Teacher | McFadden | August 13, 2018 - May 31, 2019 | Extra Period |
| Owens, Sarah | Teacher | Segerstrom | August 13, 2018 - May 31, 2019 | Extra Period |
| Pierre, Eric | Teacher | Godinez | August 13, 2018 - May 31, 2019 | Extra Period |
| Robison, James | Teacher | Santa Ana | August 13, 2018 - May 31, 2019 | Extra Period |
| Sanderock, Adam | Teacher | Santa Ana | August 13, 2018 - May 31, 2019 | Extra Period |
| Santos, Mark | Teacher | Godinez | January 7, 2019 - May 31, 2019 | Extra Period (2nd semester) |
| Schroeder, Kelly | Teacher | Santa Ana | August 13, 2018 - May 31, 2019 | Extra Period |
| Tena, Daniel | Teacher | Godinez | August 13, 2018 - May 31, 2019 | Extra Period |
| Vallejo, Eliana | Teacher | Godinez | August 13, 2018 - May 31, 2019 | Extra Period |
| Walker, Kenneth | Teacher | Santa Ana | August 13, 2018 - May 31, 2019 | Extra Period |

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
 Board Meeting - September 25, 2018

| LAST NAME | POSITION | SITE | EFF. DATE | COMMENTS |
|--------------------|-------------|------------|-----------------------------------|--------------|
| EXTRA DUTY 2018-19 | (Continued) | | | |
| Woods, Adam | Teacher | Segerstrom | August 13, 2018 - May 31, 2019 | Extra Period |
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CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - September 25, 2018

| LAST NAME | POSITION | SITE | EFF. DATE | COMMENTS |
|---------------------------|--|----------------------------------|--------------------|-----------------------|
| RETIREMENT | | | | |
| Ruiz, Porfina | Activity Supervisor | Thorpe | August 30, 2018 | |
| RESIGNATIONS | | | | |
| | | | | |
| Aguilar, Hephzibah | Licensed Vocational Nurse | Health/Home-Hospital Instruction | September 7, 2018 | |
| Arellano Arambula, Diana | Autism Paraprofessional | Mitchell | August 31, 2018 | |
| Barajas Gonzalez, Araceli | Activity Supervisor | Esqueda | September 4, 2018 | |
| Blanco, Margaret | Site Clerk | Valley | September 27, 2018 | |
| Bock, Maria | Activity Supervisor | Heroes | May 29, 2018 | |
| Brito, Gisselle | After School Instructional Provider | Greenville | August 29, 2018 | |
| Cabrera de Grajeda, Maria | Activity Supervisor | Esqueda | August 28, 2018 | |
| Carranza, Eric | Maintenance Worker I | Building Services | September 14, 2018 | |
| Harlan, Jeffrey | Instructional Asst. Severely Disabled | Saddleback | August 28, 2018 | Teacher at Washington |
| McCarthy, Nyssa | Student Support Paraprofessional Special Ed. | Saddleback | May 31, 2018 | |
| Perez, Armando | Library Media Technician | Jefferson | September 14, 2018 | |
| Perez, Jennifer | Community & Family Outreach Liaison | School Climate | September 19, 2018 | |
| Pineda, Leslie | After School Instructional Provider | After School Programs | September 7, 2018 | |
| Regalado, Diana | After School Instructional Provider | After School Programs | September 5, 2018 | |
| Rodriguez, Jessica | Activity Supervisor | Esqueda | August 13, 2018 | |

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - September 25, 2018

| LAST NAME | POSITION | SITE | EFF. DATE | COMMENTS |
|---|---|-----------------------|--------------------------------------|-------------------|
| RESIGNATIONS (Continuation) | | | | |
| Rubin, Mary | Autism Paraprofessional | Franklin | September 6, 2018 | |
| Salcedo, Marisela | Activity Supervisor | Esqueda | September 4, 2018 | |
| Ventura, Jesenia | After School Instructional Provider | Franklin | September 12, 2018 | |
| Weber, Jaelyn | Activity Supervisor | Santa Ana | June 12, 2018 | Teacher at Sierra |
| TERMINATION | | | | |
| ID# 18619 | Computer Technician I | Diamond | August 31, 2018 | |
| ABSENCE (3 to 20 duty days) - Without Pay | | | | |
| Castro, Gabriela | Student Support Paraprofessional Special Education | Sierra | August 13, 2018 - August 31, 2018 | Personal |
| LEAVE (21 duty days or more) - Without Pay (RESCIND) | | | | |
| Castro, Carla | SSP Special Ed. | Sierra | August 13, 2018 - May 30, 2019 | Personal |
| PROBATIONARY APPOINTMENTS | | | | |
| Alegria, Milagro | After School Instructional Provider | After School Programs | September 4, 2018 | Grade/Step 16/1 |
| Alvarez, Adriana | After School Instructional Provider | Lowell | September 4, 2018 | Grade/Step 16/1 |
| Arias, Jennifer | Autism Paraprofessional | Wilson | September 4, 2018 | Grade/Step 24/1 |

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - September 25, 2018

| LAST NAME | POSITION | SITE | EFF. DATE | COMMENTS |
|---|---|----------------------------------|--------------------|--------------------|
| PROBATIONARY APPOINTMENTS (Continuation) | | | | |
| Arroyo, Suehlig | After School Instructional Provider | After School Programs | September 4, 2018 | Grade/Step 16/1 |
| Barcelo, Luisa | Nutrition Services Assistant | Santa Ana | September 26, 2018 | Grade/Step 14/1 |
| Bautista, Brian | After School Instructional Provider | After School Programs | August 27, 2018 | Grade/Step 16/1 |
| Brito, Gisselle | After School Instructional Provider | Greenville | August 29, 2018 | Grade/Step 16/1 |
| Cordova, Linda | Instructional Assistant DHH | Taft | September 4, 2018 | Grade/Step 20/1 |
| Cruz, Angelica | After School Instructional Provider | After School Programs | September 5, 2018 | Grade/Step 16/1 |
| Cruz, Maria | After School Instructional Provider | MacArthur | September 5, 2018 | Grade/Step 16/3 |
| Ethridge, Jesse | Instructional Assistant Severely Disabled | Mitchell | August 21, 2018 | Grade/Step 20/1 |
| Faletoi, Jade | After School Instructional Provider | After School Programs | August 28, 2018 | Grade/Step 16/1 |
| Hernandez, Salma | After School Instructional Provider | After School Programs | September 17, 2018 | Grade/Step 16/1 |
| Khachatoorian, Tara | Licensed Vocational Nurse | Health/Home-Hospital Instruction | September 17, 2018 | Grade/Step 24/1 |
| Kothandaraman, Deepa | Headstart Teacher | ECE | September 10, 2018 | Grade/Step III/C/1 |
| Macias, Jesus | Instructional Assistant Biliterate | Davis | September 24, 2018 | Grade/Step 16/1 |
| Mondragon, Lesley | After School Instructional Provider | Carr | September 10, 2018 | Grade/Step 16/1 |
| Najera, Vanessa | Community Worker | Child Development | September 12, 2018 | Grade/Step 20/1 |
| Nuñez, Maria | Nutrition Services Assistant | Santa Ana | September 26, 2018 | Grade/Step 14/1 |
| Patarroyo, Martha | Community Worker | ECE | October 1, 2018 | Grade/Step 20/1 |
| Perez, Antonia | Nutrition Services Assistant | Pio Pico | September 26, 2018 | Grade/Step 14/1 |

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - September 25, 2018

| LAST NAME | POSITION | SITE | EFF. DATE | COMMENTS |
|---|-------------------------------------|------------------------------------|--------------------|--|
| PROBATIONARY APPOINTMENTS (Continuation) | | | | |
| Pineda, Leslie | After School Instructional Provider | After School Programs | September 4, 2018 | Grade/Step 16/1 |
| Rendon, Julio | After School Instructional Provider | After School Programs | September 5, 2018 | Grade/Step 16/1 |
| Salgado Gaspar, Juan | Nutrition Services Assistant | Santa Ana | September 26, 2018 | Grade/Step 14/1 |
| Serna Laris, Ana | After School Instructional Provider | Davis | August 29, 2018 | Grade/Step 16/1 |
| Silva, Norma | Nutrition Services Assistant | Santa Ana | September 26, 2018 | Grade/Step 14/1 |
| Torres, Genoveva | Instructional Assistant Bilingual | Fremont | September 24, 2018 | Grade/Step 16/5 |
| Zavala, Silvia | After School Instructional Provider | After School Programs | September 12, 2018 | Grade/Step 16/1 |
| PROMOTIONAL APPOINTMENTS | | | | |
| Gonzalez, Angelica | Administrative Secretary | K12 School Performance and Culture | October 10, 2018 | From Site Clerk Grade/Step 24/6 to Grade/Step 30/4 (Categorical Funding ends June 30, 2019) |
| Laguna, Thalia | Autism Paraprofessional | Special Education | August 28, 2018 | From Teacher's Aide Grade/Step 10/1 to Grade/Step 24/1 |

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - September 25, 2018

| LAST NAME | POSITION | SITE | EFF. DATE | COMMENTS |
|--|---|---------------------|--------------------|---|
| PROMOTIONAL APPOINTMENTS (Continuation) | | | | |
| Pita, Lazaro | District Safety Officer | School Police Svcs. | September 6, 2018 | From 10 months to 11 months Grade/Step 31/6 |
| Pulido-Wycoff, Anna | Speech & Language Pathology Asst. | Speech Dept. | September 10, 2018 | From Autism Paraprofessional Grade/Step 24/6 to Grade/Step 34/2 |
| Sanchez, Jacqueline | Social Services Specialist | PSS | September 26, 2018 | From Community & Family Outreach Liaison Grade/Step 36/3 to Grade/Step 48/1 |
| REASSIGNMENTS (Change of work site) | | | | |
| Alcantar, Angelina | After School Instructional Provider | Monte Vista | August 21, 2018 | From Lowell |
| Alejandres, Luz | Instructional Assistant Severely Disabled | Willard | August 30, 2018 | From Taft |
| Aviles, Adelina | After School Instructional Provider | McFadden | September 5, 2018 | From Itinerant |
| Bahena, Angela | Community & Family Outreach Liaison | Community Relations | July 2, 2018 | From PSS |
| Chavez, Inocencio | Community & Family Outreach Liaison | Community Relations | July 2, 2018 | From PSS |
| Cristobal, Erik | Instructional Asst. Severely Disabled | Sierra | August 27, 2018 | From Santa Ana |

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - September 25, 2018

| LAST NAME | POSITION | SITE | EFF. DATE | COMMENTS |
|---|---------------------------------------|-----------------------|--------------------|-------------------------|
| REASSIGNMENTS (Change of work site) (Continuation) | | | | |
| Cruz, Joel | Community & Family Outreach Liaison | Community Relations | July 2, 2018 | From PSS |
| Curiel, Alejandro | Instructional Asst. Severely Disabled | Garfield | August 27, 2018 | From Monte Vista |
| Gonzalez, Erica | After School Instructional Provider | Carr | August 20, 2018 | From King |
| Lopez, Viviana | Community & Family Outreach Liaison | Community Relations | July 2, 2018 | From PSS |
| Lozano, Meliza | Community & Family Outreach Liaison | Community Relations | July 2, 2018 | From PSS |
| Martinez, Rosana | Community & Family Outreach Liaison | Community Relations | July 2, 2018 | From PSS |
| Martinez-Lopez, Celia | District Safety Officer | Godinez | September 6, 2018 | From Chavez |
| Montoya, Yahaira | After School Instructional Provider | Davis | August 21, 2018 | From Itinerant |
| Morales, Brenda | Autism Paraprofessional | Madison | September 12, 2018 | From Itinerant |
| Padilla, Brenda | After School Instructional Provider | After School Programs | August 9, 2018 | From Itinerant |
| Penunuri, Jesse | Community & Family Outreach Liaison | Community Relations | July 2, 2018 | From PSS |
| Rubalcava, Griselda | Community & Family Outreach Liaison | Community Relations | July 2, 2018 | From PSS |
| Sanchez, Angelica | Site Clerk | Villa | July 31, 2018 | From Nutrition Services |
| Yanez, Roberto | Instructional Asst. Severely Disabled | Santa Ana | August 9, 2018 | From Sierra |
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CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - September 25, 2018

| LAST NAME | POSITION | SITE | EFF. DATE | COMMENTS |
|--|---|--------------------|---|----------------------------------|
| ADJUSTMENT OF WORKING ASSIGNMENTS | | | | |
| Ventura, Jesenia | Student Support Paraprofessional Special Ed. | Franklin | September 13, 2018 | From 3.75 hours to 5.75 hours |
| TEMPORARY ASSIGNMENTS | | | | |
| Alcala Orozco, Jorge | Computer Technician II | Carr | September 4, 2018 - September 30, 2018 | Grade/Step 33/3 |
| Alcantar, Jose | Storekeeper | Nutrition Services | September 5, 2018 - September 17, 2018 | Grade/Step 28/5 + Diff. |
| Alarcon, Martha | Senior Secretary | Child Development | July 1, 2018 - October 10, 2018 | Grade/Step 27/4 + Bil. |
| Andrade, Santiago | Intermediate Lead Custodian | MacArthur | July 30, 2018 - August 24, 2018 | Grade/Step 25/6 |
| Carranza, Eric | Maintenance Worker II | Building Services | August 1, 2018 - September 14, 2018 | Grade/Step 30/5 |
| Chavarria-Ortiz, Luis | Roving Lead Custodian | Building Services | September 1, 2018 - September 30, 2018 | Grade/Step 28/2 + Diff. |
| Espino, Hugo | Roving Lead Custodian | Building Services | September 1, 2018 - September 30, 2018 | Grade/Step 28/5 + Diff. |
| Giron de Castro, Julia | Plant Custodian Intermediate | Villa | July 30, 2018 - August 6, 2018 | Grade/Step 32/1 |
| Giron de Castro, Julia | Roving Lead Custodian | Villa | August 24, 2018 - September 7, 2018 | Grade/Step 28/1 + Diff. |
| Goddard, Joshua | Assistant Director of Food Services | Nutrition Services | September 1, 2018 - September 28, 2018 | Level 38/Step 1 |

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - September 25, 2018

| LAST NAME | POSITION | SITE | EFF. DATE | COMMENTS |
|---|--|--------------------|---|----------------------------|
| TEMPORARY ASSIGNMENTS (Continuation) | | | | |
| Gonzalez, John | Roving Lead Custodian | Building Services | August 1, 2018 - August 31, 2018 | Grade/Step 28/1 |
| Hill, Donald | Intermediate Lead Custodian | Building Services | September 1, 2018 - September 30, 2018 | Grade/Step 25/6 + Diff. |
| Hill, Donald | Roving Lead Custodian | Building Services | August 1, 2018 - August 31, 2018 | Grade/Step 28/5 + Diff. |
| Lopez, Jose Jr. | Plant Custodian Elementary | Hoover | September 4, 2018 - September 14, 2018 | Grade/Step 28/5 |
| Marroquin, Johnny | Plant Custodian Intermediate | District Office | September 4, 2018 - September 7, 2018 | Grade/Step 32/1 |
| Martinez Villa, Emma | Nutrition Services Lead Satellite | Nutrition Services | September 1, 2018 - September 28, 2018 | Grade/Step 17/3 |
| Mendez Herrera, Jose | Delivery Driver | Nutrition Services | September 5, 2018 - September 17, 2018 | Grade/Step 24/3 |
| Nieto, Cesar | Plant Custodian Elementary | Wilson | July 30, 2018 - August 2, 2018 | Grade/Step 28/5 |
| Quezada, Xylon | Manager of Food Services Operations | Nutrition Services | September 4, 2018 - September 28, 2018 | Level 25/Step 1 |
| Pedraza, Sandra | School Office Manager Intermediate | Carr | September 18, 2018 - October 1, 2018 | Grade/Step 28/5 |
| Sanchez-Miranda, Yvette | Construction Administrative Tech. | Construction Dept. | September 4, 2018 - October 4, 2018 | Grade/Step 40/2 |
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CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - September 25, 2018

| LAST NAME | POSITION | SITE | EFF. DATE | COMMENTS |
|----------------------------|----------------------------------|------------------------|--------------------|-----------------|
| HOURLY APPOINTMENTS | | | | |
| Abarea, Jesse | Instructional Assistant Provider | Godinez | September 5, 2018 | Grade/Step 16/1 |
| Alonso, Ashley | Instructional Assistant Provider | Esqueda | September 7, 2018 | Grade/Step 16/1 |
| Bustamante-Quintero, Keila | Instructional Assistant Provider | ALA | September 10, 2018 | Grade/Step 16/1 |
| Cadena, Destany | Instructional Assistant Provider | Valley | September 7, 2018 | Grade/Step 16/1 |
| Escobedo, Isabel | Instructional Assistant Provider | Thorpe | September 7, 2018 | Grade/Step 16/1 |
| Esparza, Ulises | Instructional Assistant Provider | McFadden | August 29, 2018 | Grade/Step 16/1 |
| Garcia, Cesar | Instructional Assistant Provider | Segerstrom | September 10, 2018 | Grade/Step 16/1 |
| Gomez, Victoria | Instructional Assistant Provider | Santa Ana | September 7, 2018 | Grade/Step 16/1 |
| Gonzalez, Cristian | Instructional Assistant Provider | Lathrop | August 29, 2018 | Grade/Step 16/1 |
| Khan, Sabrina | Instructional Assistant Provider | Segerstrom | September 5, 2018 | Grade/Step 16/1 |
| Lopez, Neivy | Instructional Assistant Provider | McFadden | September 11, 2018 | Grade/Step 16/1 |
| Lopez, Nicholas | Instructional Assistant Provider | Century | September 7, 2018 | Grade/Step 16/1 |
| Mendez, Frida | Instructional Assistant Provider | ALA | September 10, 2018 | Grade/Step 16/1 |
| Oropeza, Nadia | Instructional Assistant Provider | Middle College | September 10, 2018 | Grade/Step 16/1 |
| Palencia, Brenda | Instructional Assistant Provider | Valley | September 4, 2018 | Grade/Step 16/1 |
| Perez, Jesse | Instructional Assistant Provider | MacArthur | August 29, 2018 | Grade/Step 16/1 |
| Pintor, Patricia | Instructional Assistant Provider | Godinez | September 4, 2018 | Grade/Step 16/1 |
| Rosales, Rosemary | Instructional Assistant Provider | Century | September 4, 2018 | Grade/Step 16/1 |
| | | Deputy Superintendents | | |
| Ruano, Raul Jr. | Instructional Assistant Provider | Office | August 28, 2018 | Grade/Step 16/1 |
| Ruiz, Marilyn | Instructional Assistant Provider | Godinez | September 10, 2018 | Grade/Step 16/1 |
| Ruiz, Noemi | Instructional Assistant Provider | Century | September 4, 2018 | Grade/Step 16/1 |
| Trujillo, Rosa | Instructional Assistant Provider | Century | September 5, 2018 | Grade/Step 16/1 |

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - September 25, 2018

| LAST NAME | POSITION | SITE | EFF. DATE | COMMENTS |
|---|--|-------------------|---------------------------------|---|
| HOURLY APPOINTMENTS (Continuation) | | | | |
| Van Dyke, Isabella | Instructional Assistant Provider | McFadden | September 10, 2018 | Grade/Step 16/1 |
| ATHLETIC SPECIALIST | | | | |
| Cruz, Misael | Athletic Specialist | Saddleback | August 29, 2018 | |
| De Santiago, Jose | Athletic Specialist | Saddleback | September 6, 2018 | |
| Duhan, Evely | Athletic Specialist | Santa Ana | September 10, 2018 | |
| Garcia, Johanna | Athletic Specialist | Century | September 10, 2018 | |
| Gonzalez, Ruben | Athletic Specialist | Valley | September 7, 2018 | |
| Landeros, Elias | Athletic Specialist | Segerstrom | August 28, 2018 | |
| Leonides, Cindy | Athletic Specialist | Godinez | August 31, 2018 | |
| Smith, Terrance | Athletic Specialist | Saddleback | September 7, 2018 | |
| Solomon, Spencer | Athletic Specialist | Century | September 5, 2018 | |
| Vega, Jaylynn | Athletic Specialist | Godinez | September 7, 2018 | |
| Williamson, Kaysha | Athletic Specialist | Segerstrom | August 17, 2018 | |
| EXTRA SERVICE ASSIGNMENT | | | | |
| | | | | Additional 2 days needed to assist with Migrant Ed. field trips |
| Bruhl, Karla | Student Support Paraprofessional Special Ed. | Staff Development | August 1, 2018 - August 2, 2018 | |



SANTA ANA UNIFIED SCHOOL DISTRICT

COORDINATOR OF STUDENT ATHLETICS AND ACTIVITIES

JOB SUMMARY:

Under the general direction of the Deputy Superintendent of Educational Services/designee, assist in the planning, development, and implementation of the policies, regulations, guidelines, and procedures pertaining to a school site interscholastic sports program; serve as a resource to administrators and interscholastic sports personnel concerning sports and recreation activities; other related functions as directed.

REPRESENTATIVE DUTIES:

- Develops a master schedule calendar of athletic events. **E**
- Monitors the use of athletic facilities for athletic teams and community groups. **E**
- Establish sports program operational procedures, including activities and functions pertaining to home and away games and special activities. **E**
- Ensures coaches are informed of their responsibilities, provide mandated trainings, and provides orientation to them. **E**
- Planning, organizing, coordinating, and participate in the school site interscholastic sports, programs. **E**
- Plan, organize, and coordinate sports program league scheduling and special sports activities in accordance with, CIF District policies, regulations, and guidelines. **E**
- Enforce CIF policies, District policies, regulations, and guidelines. **E**
- Negotiate with sports league officials concerning advantageous regular season and play-off scheduling and sites. **E**
- Assist in the establishment of sports program operational procedures, and in the activities and functions pertaining to home and away games and special activities. **E**
- Review, monitor, and audit the publications and materials prepared for distribution concerning athletic program information and activity announcements. **E**
- Select or assist in the selection of materials, equipment, and supplies used in the interscholastic sports programs. **E**
- Maintains and allocates budgets to ensure proper materials, equipment, and supplies at the school sites. **E**

- Assists in the recruitment and selection of interscholastic sport coaches and physical education personnel. **E**
- Confer with, counsel, and advise site administrators concerning interscholastic sports programs and special project. **E**

COORDINATOR OF STUDENT ATHLETICS (CONTINUED)

REPRESENTATIVE DUTIES: (continued)

- May make recommendations to revise, update, and incorporate creative and innovative trends into the District interscholastic sports program. **E**
- Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Principles, goals, and objectives of public education.
- Methods, techniques, procedures, and strategies concerning the development and maintenance of an effective interscholastic sports program.
- Policies, regulations, and procedures pertaining to interscholastic sports and special project activities; sports interest groups and organizations within the local community and the greater metropolitan area.
- Modern trends pertaining to interscholastic sports and physical education instructional processes and activities.

Ability to:

- Provide specialized resource support and coordination of a creative and innovative sports program.
- Analyze and assess interscholastic sports program needs, and offer recommendations pertaining to program activity revisions, additions, or deletions.
- Participate in the evaluation of the District interscholastic sports and special project programs and activities.
- Understand and carry out oral and written directions with minimal accountability controls.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective organization, community, and public relationships.
- Comply with the District's customer service standards, as outlined in Board Policy.

EDUCATION AND EXPERIENCE:

- Master's Degree from an accredited college or university
- Three-years site administrative experience

COORDINATOR OF STUDENT ATHLETICS (CONTINUED)

LICENSES, CERTIFICATES, AND OTHER REQUIREMENTS:

- Two years of experience as a head varsity coach, in addition to three years of successful teaching experience at the secondary level.
- Valid California Administrative Credential
- Valid California driver's license
- Bilingual Spanish/English is desirable

WORKING CONDITIONS:

Environment:

- Typical office environment.
- Outdoor sporting events.

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.
- Lifting or moving objects, normally not exceeding thirty (30) pounds.

Reasonable accommodation may be made to enable a person with a disability to perform the essential duties of the job pursuant to the formal Interactive Process.



Santa Ana Unified School District

BOARD POLICY NO: 7150.1

EFFECTIVE: 09/26/2018

REVIEWED: 08/28/2018

SUBJECT: Signs, Murals, and Marquees

CATEGORY: Facilities – Planning and Design

RESPONSIBLE OFFICE(S): Facilities and Governmental Relations

SCOPE:

All permanent signs, murals, or marquees regardless of funding source shall be approved by Deputy Superintendent of Administrative Services or designee prior to purchase or acceptance.

Signs, murals, and marquees painted, erected or attached to District property shall be compatible with the architecture of the school or facility involved.

POLICY:

Uniformity of the District's message is essential to institutional coherence.

DESIRED OUTCOME:

Coherence of all District signage will improve and simplify student, faculty, staff, and community use of facilities.

Click or tap here to enter text.

ADOPTION AND REVISION HISTORY:

Adopted: (11-83 7-02) 9-18

AGENDA ITEM BACKUP SHEET
October 9, 2018

Board Meeting

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

ITEM: **Consent**

SUBMITTED BY: Alfonso Jimenez, Ed.D., Deputy Superintendent, Educational Services

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board acceptance of gifts, grants, and bequests on behalf of school sites and the District. For purposes determining the estimated value of gift, the District does not perform an appraisal or other such valuation, rather simply reports the value of the gift as provided by the donor.

RATIONALE:

The Board may accept any bequest or gift of money or property on behalf of the District. While greatly appreciating suitable donations, the Board discourages any gifts which may directly or indirectly impair its commitment to provide equal educational opportunities for all District students. The Board shall carefully evaluate any conditions or restrictions imposed by the donor in light of District philosophy and operations. If the Board believes the District will be unable to fully satisfy the donor's conditions, the gift shall not be accepted. Gift books and instructional materials shall be accepted only if they meet District criteria. At the Superintendent or designee's discretion, a gift may be used at a particular school.

ITEM SUMMARY:

- If the value of a gift exceeds \$500, the Superintendent shall bring the nature of the gift, with a specific recommendation, to the Board of Education for approval. The gifts under this item are all valued at more than \$500.
- Total donated: \$4,950
- 2018-19 total donations to-date: \$9,200

LCAP Goal: 3 Cultivate and maintain a healthy, safe, secure, and respectful school and working environment for all.

Action: 3.7 Support the enhancement of school climate through smooth operations, processes, and customer service by ensuring that all staff engage in culturally proficient interaction with the public and customer service.

Services: 3.07025 District-wide Services

FUNDING:

No Fiscal Impact

RECOMMENDATION:

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

AJ:mo

SANTA ANA UNIFIED SCHOOL DISTRICT
 GIFTS RECOMMENDED FOR ACCEPTANCE – October 9, 2018

| School/Department: | Gift: | Amount: | Donor: | Used For: |
|---|--------------|----------------|-----------------------------|-------------------------------------|
| MacArthur Fundamental Intermediate School | | \$4,000 | Parent Faculty Organization | Books for MacArthur's Library |
| Segerstrom High School | | \$950 | Crystal Cove | Transportation fees for field trips |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| October 9, 2018 Donations | | \$4,950 | | |
| 2018-19 Total Donations | | \$9,200 | | |

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

AGENDA ITEM BACKUP SHEET
October 9, 2018

Board Meeting

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

ITEM: Consent

SUBMITTED BY: Sonia Llamas, Ed.D., L.C.S.W., Assistant Superintendent, K-12 School Performance and Culture

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of extended field trip(s) for the school(s) listed. An extended school-sponsored trip requires the approval of the Board of Education. A trip is considered to be an extended school - sponsored trip when it takes students beyond neighboring counties or is over night.

ITEM SUMMARY:

- 2 field trips for approval
- Schools requesting: Segerstrom and Valley
- 120 students in total
- 6 certificated and 19 classified chaperones in total (At least 1 certificated staff member is assigned to each field trip per BP)
- \$26,086 total cost of field trip

RATIONALE:

The Board recognizes that school-sponsored trips are important components of student development. In addition to supplementing and enriching classroom learning experiences, such trips encourage new interests among students, make them more aware of community resources, and help students relate school experiences to the outside world. The Board believes that careful planning can greatly enhance the value and safety of such trips. All trips involving out-of-state or overnight travel shall require prior approval of the Board. Approval is contingent upon national and international safety and security at the time of the trip.

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

LCAP goal 2: Establish collaboration and communication across all levels to support and promote engagement and school connectedness amongst students, staff, families, and community.

Action 2.1: Enhance student learning and engagement by offering real world experiences and learning opportunities such as science camps, experiential field trips, summer enrichment programs, and industry internships and work-based learning.

Service 2.01001: Field trips

FUNDING:

Various Funding Sources

RECOMMENDATION:

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

SL:sz

SANTA ANA UNIFIED SCHOOL DISTRICT - EXTENDED FIELD TRIPS
 RECOMMENDED FOR APPROVAL - October 9, 2018

| Date: | Schools/Location: | Funding and Cost: | Student(s): | Staff and Chaperone: |
|--|--|---|-------------|----------------------|
| October 23-24, 2018 (Tuesday - Wednesday) | Valley High School High School, Inc. Leadership Camp Irvine Ranch Outdoor Education Center Orange, California | \$166.00 per student (s) (cost paid by High School, Inc. funds) | 100 | 21 |
| December 6-9, 2018 (Thursday - Sunday) | Segerstrom High School Girls Soccer Trip Arroyo Grande High School San Luis Obispo, California | \$250.00 per student (s) (cost paid by donations, fundraising, & site discretionary funds) | 20 | 4 |

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

Agenda Item Backup Sheet

- ITEM:** Request of extended field trip for Valley High School students to participate in the High School, Inc. Leadership Camp at the Irvine Ranch Outdoor Education Center in Orange, California on October 23-24, 2018.
- OVERVIEW:** Valley High School is requesting their students to participate in the High School, Inc. Leadership Camp in Orange, California.
- RATIONALE:** Students will be spending the day with highly trained and qualified facilitators experiencing leadership in such a way that they can take the learning and apply it to real life situations. Our leadership camp will physically and mentally challenge students while immersing them in a leadership learning environment.
- PARTICIPANTS:** 100 students and 21 chaperones (4 certificated and 17 classified)
- COSTS:** \$166.00 per student - To include travel, lodging, and meals
- *FUNDING:** Cost paid by High School, Inc. Foundation funds
- RECOMMENDATION:** Approve the request of the extended field trip for Valley High School students to participate in the High School, Inc. Leadership Camp at the Irvine Ranch Outdoor Education Center in Orange, California on October 23-24, 2018.

Agenda Item Backup Sheet

- ITEM:** Request of extended field trip for Segerstrom High School student athletes to participate in the Girls Soccer Trip at Arroyo Grande High School in San Luis Obispo, California on December 6-9, 2018.
- OVERVIEW:** Segerstrom High School is requesting their student athletes to participate in the Girls Soccer Trip in San Luis Obispo, California.
- RATIONALE:** This trip will expose the girls' soccer team to create team bonding and play different schools in our CIF section. The team will also visit Cal Poly State University, see the central coast, and help emphasize team bonding.
- PARTICIPANTS:** 20 students and 4 chaperones (2 certificated and 2 classified)
- COSTS:** \$250.00 per student - To include travel, lodging, and meals
- *FUNDING:** Cost paid by donations, fundraising, and site discretionary funds
- RECOMMENDATION:** Approve the request of the extended field trip for Segerstrom High School student athletes to participate in the Girls Soccer Trip at Arroyo Grande High School in San Luis Obispo, California on December 6-9, 2018.

AGENDA ITEM BACKUP SHEET
October 9, 2018

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: **Sonia Llamas, Ed.D., L.C.S.W., Assistant Superintendent, K-12 School Performance and Culture**

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: |
|---|
| <ul style="list-style-type: none"> • Number of students: <u>2</u> • Eligible to reapply: <u>10/09/2019</u> • Placement: <u>REACH</u> |

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.

Action 3.5: Ensure equitable access for all students to the core instructional program through District-wide implementation of Positive Behavior Interventions and Supports (PBIS) by embedding restorative and trauma informed practices and social emotional learning into school structures.

Service 3.05005: Restorative Practices.

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.

SL:sz



Santa Ana Unified School District

Pupil Support Services/School Climate

Recommendations for Expulsions

Board Meeting: 10/9/2018

| <u>Student Name</u> | <u>School/Grade</u> | <u>Charges</u> | <u>Recomm.</u> | <u>Placement Options</u> | <u>Date Eligible to Reapply</u> |
|---------------------|---------------------|----------------|----------------|--------------------------|---------------------------------|
| 1. 353789 | McFadden/8 | C | 2A | REACH Academy | 10/9/2019 |
| 2. 373097 | Willard/8 | C | 2A | REACH Academy | 10/9/2019 |

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

- | | |
|--|---|
| (A) Caused, attempted, or threatened to cause physical injury | (N) Committed or attempted to commit a sexual assault as defined by PC 261 or sexual battery PC 243.4 |
| (B) Possessed, sold, furnished a weapon, dangerous object, explosives | (O) Harassed, threatened or intimidated a student who is a complaining witness in a school disciplinary proceeding for the purposed of either preventing that student by being a witness or retaliating against that student by being a witness |
| (C) Possessed, used, sold, furnished, or under the influence of any controlled substance (e.g. marijuana, cocaine, alcohol, intoxicants). | (P) Offering to sell or selling SOMA |
| (D) Offered, arranged, or negotiated to sell any controlled substance and then either sold, delivered or otherwise furnished to any person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance | (Q) Hazing |
| (E) Committed or attempted to commit robbery or extortion | (R) Engaged in the act of bullying, included but not limited to, bullying committed by means of an electronic act, as defined in subdivisions (f) and (g) of section 32261, directed specifically toward a pupil or school personnel |
| (F) Caused or attempted to cause damage to school or private property | (T) Aids or abets in physical injury |
| (G) Stole or attempted to steal school or private property | (.2) Engaged in sexual harassment (Grades 4-12 only), vulgarity |
| (H) Possessed or used tobacco or tobacco products | (.3) Engaged in hate crime (Grades 4-12 only) |
| (I) Committed an obscene act or engaged in habitual profanity or vulgarity | (.4) Harassment, threat, intimidation (Grades 4-12 only) |
| (J) Possessed, offered, or arranged to sell paraphernalia | (.7) Terrorist threats against school officials, school property or both |
| (K) Disrupted school activities or willfully defied valid authority | |
| (L) Knowingly received stolen school or private property | |
| (M) Possessed an imitation firearm | |

EXPULSION RECOMMENDATIONS

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

AGENDA ITEM BACKUP SHEET
October 9, 2018

Board Meeting

TITLE: **Ratification of Continuing Master Contracts and/or Individual Service Agreements with Nonpublic Schools and Agencies for Students with Disabilities for 2018-19 School Year**

ITEM: **Consent**
SUBMITTED BY: **Mayra Helguera, Ed.D., Assistant Superintendent, Special Education/SELPA**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board ratification 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:

- Master Contracts and/or Individual Service Agreements with Nonpublic Schools and Agencies for Students with Disabilities for 2018-19 School Year

RATIONALE:

The District is required to provide appropriate education, at no cost to parents, for all student 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 1: All students will have equitable access to a high-quality core curricular and instructional program. (BASE and ALL STUDENTS)

Action 1.9: In addition to service provided to low income students, foster youth, and English learners, students with disabilities will receive services and supports as listed in their Individualized Education Program (IEPs) in order to improve outcomes and close the achievement gap, including graduation rate and/or performance on statewide assessments.

Services 1.09015: Nonpublic Schools/Nonpublic Agencies

FUNDING:

Special Education Funds: \$476,300

RECOMMENDATION:

Ratify the continuing master contracts and/or individual service agreements with nonpublic schools and agencies for students with disabilities for the 2018-19 school year.

MH:bg:cvl

**Continuing Master Contracts and/or Individual Service Agreements with Nonpublic
Schools and Agencies for Students with Disabilities for 2018-19 School Year**

Board Meeting: October 9, 2018

Rossier Park Elementary School:

| <u>Student #:</u> | <u>Amount:</u> |
|-------------------|----------------|
| 364984 | \$47,500 |
| 423440 | \$46,300 |
| 430746 | \$46,300 |
| 447415 | \$48,300 |

Total Not to Exceed: \$188,400

Rossier Park High School:

| <u>Student #:</u> | <u>Amount:</u> |
|-------------------|----------------|
| 326990 | \$47,500 |
| 334153 | \$47,000 |
| 337535 | \$48,600 |
| 351255 | \$48,700 |
| 354395 | \$47,500 |
| 440695 | \$48,600 |

Total Not to Exceed: \$287,900

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2018-2019

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

District SANTA ANA UNIFIED SCHOOL DISTRICT

Contract Year 2018-2019

 X Nonpublic School (NPS)

 Nonpublic Agency (NPA)

Type of Contract:

 X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

 Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

 Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for ninety (90) days at the discretion of the LEA and CONTRACTOR. Expiration Date:

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

TABLE OF CONTENTS

I. GENERAL PROVISIONS

| | |
|---|---|
| 1. MASTER CONTRACT | 1 |
| 2. CERTIFICATIONS AND LICENSES | 1 |
| 3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS | 2 |
| 4. TERM OF MASTER CONTRACT | 2 |
| 5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION | 3 |
| 6. INDIVIDUAL SERVICES AGREEMENT | 3 |
| 7. DEFINITIONS | 4 |

II. ADMINISTRATION OF CONTRACT

| | |
|--|----|
| 8. NOTICES | 5 |
| 9. MAINTENANCE OF RECORDS | 5 |
| 10. SEVERABILITY CLAUSE | 6 |
| 11. SUCCESSORS IN INTEREST | 6 |
| 12. VENUE AND GOVERNING LAW | 6 |
| 13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES | 6 |
| 14. TERMINATION | 7 |
| 15. INSURANCE | 7 |
| 16. INDEMNIFICATION AND HOLD HARMLESS | 8 |
| 17. INDEPENDENT CONTRACTOR | 9 |
| 18. SUBCONTRACTING | 9 |
| 19. CONFLICTS OF INTEREST | 10 |
| 20. NON-DISCRIMINATION | 10 |

III. EDUCATIONAL PROGRAM

| | |
|---|----|
| 21. FREE AND APPROPRIATE PUBLIC EDUCATION | 10 |
| 22. GENERAL PROGRAM OF INSTRUCTION | 11 |
| 23. INSTRUCTIONAL MINUTES | 12 |
| 24. CLASS SIZE | 12 |
| 25. CALENDARS | 13 |
| 26. DATA REPORTING | 14 |
| 27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT | 14 |
| 28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION | 14 |
| 29. DISTRICT MANDATED ATTENDANCE AT MEETINGS | 15 |
| 30. POSITIVE BEHAVIOR INTERVENTIONS | 15 |
| 31. STUDENT DISCIPLINE | 16 |
| 32. IEP TEAM MEETINGS | 16 |
| 33. SURROGATE PARENTS | 17 |
| 34. DUE PROCESS PROCEEDINGS | 17 |
| 35. COMPLAINT PROCEDURES | 17 |
| 36. LEA STUDENT PROGRESS REPORTS/REPORT CARD AND ASSESSMENTS | 18 |
| 37. TRANSCRIPTS | 19 |
| 38. LEA STUDENT CHANGE OF RESIDENCE | 19 |
| 39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM | 19 |

| | |
|---|----|
| 40. PARENT ACCESS | 19 |
| 41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT | 19 |
| 42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS | 20 |
| 43. STATE MEAL MANDATE | 20 |
| 44. MONITORING | 21 |

IV. PERSONNEL

| | |
|--|----|
| 45. CLEARANCE REQUIREMENTS | 21 |
| 46. STAFF QUALIFICATIONS | 22 |
| 47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS | 22 |
| 48. STAFF ABSENCE | 23 |
| 49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME | 23 |

V. HEALTH AND SAFETY MANDATES

| | |
|--|----|
| 50. HEALTH AND SAFETY | 24 |
| 51. FACILITIES AND FACILITIES MODIFICATION | 24 |
| 52. ADMINISTRATION OF MEDICATION | 24 |
| 53. INCIDENT/ACCIDENT REPORTING | 24 |
| 54. CHILD ABUSE REPORTING | 25 |
| 55. SEXUAL HARASSMENT/DISCRIMINATION | 25 |
| 56. REPORTING OF MISSING CHILDREN | 25 |

VI. FINANCIAL

| | |
|---|----|
| 57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES | 25 |
| 58. RIGHT TO WITHHOLD PAYMENT | 26 |
| 59. PAYMENT FROM OUTSIDE AGENCIES | 28 |
| 60. PAYMENT FOR ABSENCES | 28 |
| 61. INSPECTION AND AUDIT | 29 |
| 62. RATE SCHEDULE | 30 |
| 63. DEBARMENT CERTIFICATION | 30 |
| EXHIBIT A: RATES | 32 |
| EXHIBIT B: INDIVIDUAL SERVICES AGREEMENT | 34 |
| EXHIBIT C: NOTICES | 36 |

2018-2019

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 28th day of August, 2018, between the Santa Ana Unified School District (hereinafter referred to as “District” or local educational agency “LEA”) and Rossier Park Elementary 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.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program, constitutes a breach of the Master Contract and may result in the termination of this Master Contract by the LEA and/or suspension or revocation of CDE certification.

Total student enrollment shall be limited to capacity as stated on CDE certification. Total class size 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, 2018 to June 30, 2019 (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, 2019. 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, 2019.

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 (90) calendar 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 be substantially similar in form and content to the ISA set forth in Exhibit B, attached hereto and incorporated herein by reference. 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, or his/her designee as indicated on Exhibit C, attached hereto and incorporated herein by reference. 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 per occurrence for NPS/RTC
- \$3,000,000 sexual abuse or molestation per occurrence for NPS
- \$3,000,000 sexual abuse or molestation per occurrence for NPA

- B. **Auto Liability Insurance**. To the extent vehicles are used to transport students, such vehicles shall have liability coverage of not less than \$10,000,000 million per occurrence 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 and maintain liability coverage with minimum limits of \$1,000,000 combined single limit per occurrence.

- 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, District's Board of Education, agents, employees and volunteers 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 provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. 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, agents, employees and volunteers 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, upon request, 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 LEA 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.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free “scholarship” basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

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. If an IEP team determines that a LEA student requires an assistive technology device based on an assessment, or requires low incidence equipment for eligible students with low incidence disabilities, LEA shall provide such assistive technology device or low incidence equipment when specified in the student's IEP and ISA, and if necessary, provide training on the use of the device/equipment. Such device/equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the device/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. and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and predictors and 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 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 Common Core State Standards (CCSS) 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, pupils who are homeless or former juvenile court school pupils 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 unless otherwise permitted by law.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and 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 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. Licensed Children's Institution (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 as required by Education Code section 46000 et seq. unless otherwise specified in the LEA student's IEP and ISA.

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 of an LEA student experiencing excessive absenteeism or not regularly attending school, CONTRACTOR may provide written notice to each LEA with a student enrolled in that specific classroom of CONTRACTOR that the class size in that classroom will increase above 12 students but shall not exceed 14 students, for a period not to exceed 60 calendar days.

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, including but not limited to student information and billing information. 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, approved electronic IEP systems, 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

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, 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, unless LEA notifies CONTRACTOR that it will administer such Statewide assessments.

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. 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 as mandated by the LEA and pursuant to the LEA guidelines, as well as state and federal laws and regulations, unless LEA notifies CONTRACTOR that it will administer such assessments.

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 to LEA, upon request, that all behavior aides who do not possess a license, credential or other recognized certification have completed required training protocols within ten (10) 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. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

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.

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 CDE certified NPS 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 representative specified on Exhibit C, attached hereto and incorporated

herein, 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 student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedure as well as provide all such records requested by LEA concerning the same. 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.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

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 rate schedule attached hereto as Exhibit A and incorporated herein by reference, 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 required minimum number of minutes per grade level as set forth in Paragraph 23 above and Education Code section 46000 et seq.

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 2018 and terminates at 5:00 P.M. on June 30, 2019, unless sooner terminated as provide herein.

CONTRACTOR,
Rossier Park Elementary School

LEA,
Santa Ana Unified School District

Nonpublic School/Agency

By:  9/12/18
Signature Date

By: _____
Signature Date

Chris Holmes, Sr VP of Operations
Name and Title of Authorized Representative

Jonathan Geiszler
Director of Purchasing
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to the designees as set forth on Exhibit C

Veronica Munoz, Billing Coordinator

Name

Rossier Park Elementary School

Nonpublic School/Agency/Related Service Provider

395 S. Tustin

Address

Tustin, CA

City State Zip

714-516-3370

Phone Fax

vmunoz@spectrumschools.com

Email

EXHIBIT A: RATES

CONTRACTOR Rossier Park Elementary School **CONTRACTOR NUMBER** 2018-2019
(NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed _____ **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
 Total LEA enrollment may not exceed _____

| | Rate | Period |
|---|-----------------|-----------------------------|
| A. <u>Basic Education Program/Special Education Instruction</u> | <u>\$182.07</u> | <u>7/1/2018 - 6/30/2019</u> |
| Basic Education Program/Dual Enrollment | | |

Per diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

B. Related Services

| | | |
|---|----------------|--------------------------------------|
| (1) a. Transportation 1– Round Trip | <u>\$39.05</u> | <u>Two ways</u> |
| b. Transportation 1 – One Way | <u>\$19.53</u> | <u>One way</u> |
| Transportation 2 | <u>\$44.95</u> | <u>Two Ways</u> |
| Transportation 2 | <u>\$22.48</u> | <u>One Way</u> |
| Transportation 3 | <u>\$50.31</u> | <u>Two Ways</u> |
| Transportation 3 | <u>\$25.67</u> | <u>One Way</u> |
| Transportation 4 | <u>\$60.94</u> | <u>Two Ways</u> |
| Transportation 4 | <u>\$30.47</u> | <u>One Way</u> |
| c. Transportation – Dual Enrollment (1:1 Aid) | | |
| d. Public Transportation | | |
| e. Parent* | | |
| (2) a. Educational Counseling – Individual Consult | | <u>Inclusive 60 minutes per week</u> |
| b. Educational Counseling – Group of _____ | | |
| c. Counseling – Parent | | |
| (3) a. Adapted Physical Education – Individual | <u>\$35.28</u> | <u>Per 30 min</u> |
| b. Adapted Physical Education – Group of _____ | | |
| c. Adapted Physical Education – Group of _____(Consult)_____ | | |
| (4) a. Language and Speech Therapy – Individual | <u>\$50.12</u> | <u>Per 30 min</u> |
| b. Language and Speech Therapy – Group of 2 | | |
| c. Language and Speech Therapy – Group of 3 | | |
| d. Language and Speech Therapy – Per diem | | |
| e. Language and Speech – Consultation Rate | | |
| (5) a. Additional Classroom Aide – Individual (must be authorized on IEP) | <u>\$18</u> | <u>Per Hour</u> |
| b. Additional Instructional Assistant – Group of 2 | | |
| c. Additional Instructional Assistant – Group of 3 | | |
| (6) Intensive Special Education Instruction** | | |
| (7) a. Occupational Therapy – Individual | | |
| b. Occupational Therapy – Group of 2 | | |
| c. Occupational Therapy – Group of 3 | | |
| d. Occupational Therapy – Group of 4 - 7 | | |
| e. Occupational Therapy – Consultation Rate | | |

- | | | | |
|------|---|-------|-------------------------------|
| (8) | Physical Therapy | _____ | _____ |
| (9) | a. Behavior Intervention (Individual Group) | _____ | _____ |
| | b. Behavior Intervention – Supervision | _____ | _____ |
| | Provided by: _____ | _____ | _____ |
| (10) | Nursing Services | _____ | _____ |
| (12) | Residential Board and Care | _____ | _____ |
| (13) | Residential Mental Health Services | _____ | _____ |
| (14) | Other __ Vocational Workability & Transportation for families | _____ | <u>Included in daily rate</u> |

*Parent transportation reimbursement rates are to be determined by the LEA.
 **By credentialed Special Education Teacher.

EXHIBIT B

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, 2019, 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 | | | | |
| 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)

EXHIBIT C: NOTICES

In accordance with Section 8 of the Master Contract all notices to LEA shall be delivered in the manner specified in Section 8 to the following LEA Representatives:

1. For matters regarding the Administration of the Master Contract, Educational Program, Personnel and Health and Safety mandates, including Incident/Accident Reporting in accordance with Section 53, notices to LEA shall be delivered to:

[Mayra Helguera Ph.D.]

[Assistant Superintendent /SELPA] (i.e. SELPA Director/Special Education Director)

[1601 E. Chestnut Ave., Santa Ana, CA 92701]

[714-558-5832/714-480-5311]

[Mayra.helguera@sausd.us]

2. For matters regarding the Administration of the Master Contract including Insurance, Financial, including Payments, notices to LEA shall be delivered to:

[Insert Name]

[Insert Title] (i.e. Chief Business Official/Director of Fiscal Services)

[Insert Address]

[Insert Phone/Fax]

[Insert E-mail]

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2018-2019

MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

District SANTA ANA UNIFIED SCHOOL DISTRICT

Contract Year 2018-2019

 X Nonpublic School (NPS)
 Nonpublic Agency (NPA)

Type of Contract:

 X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

 Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

 Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for ninety (90) days at the discretion of the LEA and CONTRACTOR. Expiration Date:

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

TABLE OF CONTENTS

I. GENERAL PROVISIONS

| | |
|---|---|
| 1. MASTER CONTRACT | 1 |
| 2. CERTIFICATIONS AND LICENSES | 1 |
| 3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS | 2 |
| 4. TERM OF MASTER CONTRACT | 2 |
| 5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION | 3 |
| 6. INDIVIDUAL SERVICES AGREEMENT | 3 |
| 7. DEFINITIONS | 4 |

II. ADMINISTRATION OF CONTRACT

| | |
|--|----|
| 8. NOTICES | 5 |
| 9. MAINTENANCE OF RECORDS | 5 |
| 10. SEVERABILITY CLAUSE | 6 |
| 11. SUCCESSORS IN INTEREST | 6 |
| 12. VENUE AND GOVERNING LAW | 6 |
| 13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES | 6 |
| 14. TERMINATION | 7 |
| 15. INSURANCE | 7 |
| 16. INDEMNIFICATION AND HOLD HARMLESS | 8 |
| 17. INDEPENDENT CONTRACTOR | 9 |
| 18. SUBCONTRACTING | 9 |
| 19. CONFLICTS OF INTEREST | 10 |
| 20. NON-DISCRIMINATION | 10 |

III. EDUCATIONAL PROGRAM

| | |
|---|----|
| 21. FREE AND APPROPRIATE PUBLIC EDUCATION | 10 |
| 22. GENERAL PROGRAM OF INSTRUCTION | 11 |
| 23. INSTRUCTIONAL MINUTES | 12 |
| 24. CLASS SIZE | 12 |
| 25. CALENDARS | 13 |
| 26. DATA REPORTING | 14 |
| 27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT | 14 |
| 28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION | 14 |
| 29. DISTRICT MANDATED ATTENDANCE AT MEETINGS | 15 |
| 30. POSITIVE BEHAVIOR INTERVENTIONS | 15 |
| 31. STUDENT DISCIPLINE | 16 |
| 32. IEP TEAM MEETINGS | 16 |
| 33. SURROGATE PARENTS | 17 |
| 34. DUE PROCESS PROCEEDINGS | 17 |
| 35. COMPLAINT PROCEDURES | 17 |
| 36. LEA STUDENT PROGRESS REPORTS/REPORT CARD AND ASSESSMENTS | 18 |
| 37. TRANSCRIPTS | 19 |
| 38. LEA STUDENT CHANGE OF RESIDENCE | 19 |
| 39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM | 19 |

| | |
|---|----|
| 40. PARENT ACCESS | 19 |
| 41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT | 19 |
| 42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS | 20 |
| 43. STATE MEAL MANDATE | 20 |
| 44. MONITORING | 21 |

IV. PERSONNEL

| | |
|--|----|
| 45. CLEARANCE REQUIREMENTS | 21 |
| 46. STAFF QUALIFICATIONS | 22 |
| 47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS | 22 |
| 48. STAFF ABSENCE | 23 |
| 49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME | 23 |

V. HEALTH AND SAFETY MANDATES

| | |
|--|----|
| 50. HEALTH AND SAFETY | 24 |
| 51. FACILITIES AND FACILITIES MODIFICATION | 24 |
| 52. ADMINISTRATION OF MEDICATION | 24 |
| 53. INCIDENT/ACCIDENT REPORTING | 24 |
| 54. CHILD ABUSE REPORTING | 25 |
| 55. SEXUAL HARASSMENT/DISCRIMINATION | 25 |
| 56. REPORTING OF MISSING CHILDREN | 25 |

VI. FINANCIAL

| | |
|---|----|
| 57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES | 25 |
| 58. RIGHT TO WITHHOLD PAYMENT | 26 |
| 59. PAYMENT FROM OUTSIDE AGENCIES | 28 |
| 60. PAYMENT FOR ABSENCES | 28 |
| 61. INSPECTION AND AUDIT | 29 |
| 62. RATE SCHEDULE | 30 |
| 63. DEBARMENT CERTIFICATION | 30 |
| EXHIBIT A: RATES | 32 |
| EXHIBIT B: INDIVIDUAL SERVICES AGREEMENT | 34 |
| EXHIBIT C: NOTICES | 36 |

2018-2019

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 9th day of October 2018, between the Santa Ana Unified School District (hereinafter referred to as "District" or local educational agency "LEA") and Rossier Park High 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.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program, constitutes a breach of the Master Contract and may result in the termination of this Master Contract by the LEA and/or suspension or revocation of CDE certification.

Total student enrollment shall be limited to capacity as stated on CDE certification. Total class size 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, 2018 to June 30, 2019 (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, 2019. 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, 2019.

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 (90) calendar 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 be substantially similar in form and content to the ISA set forth in Exhibit B, attached hereto and incorporated herein by reference. 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, or his/her designee as indicated on Exhibit C, attached hereto and incorporated herein by reference. 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 per occurrence for NPS/RTC
\$3,000,000 sexual abuse or molestation per occurrence for NPS
\$3,000,000 sexual abuse or molestation per occurrence for NPA

- B. **Auto Liability Insurance**. To the extent vehicles are used to transport students, such vehicles shall have liability coverage of not less than \$10,000,000 million per occurrence 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 and maintain liability coverage with minimum limits of \$1,000,000 combined single limit per occurrence.

- 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, District's Board of Education, agents, employees and volunteers 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 provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. 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, agents, employees and volunteers 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, upon request, 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 LEA 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.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

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. If an IEP team determines that a LEA student requires an assistive technology device based on an assessment, or requires low incidence equipment for eligible students with low incidence disabilities, LEA shall provide such assistive technology device or low incidence equipment when specified in the student's IEP and ISA, and if necessary, provide training on the use of the device/equipment. Such device/equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the device/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. and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and predictors and 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 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 Common Core State Standards (CCSS) 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, pupils who are homeless or former juvenile court school pupils 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 unless otherwise permitted by law.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and 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 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. Licensed Children's Institution (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 as required by Education Code section 46000 et seq. unless otherwise specified in the LEA student's IEP and ISA.

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 of an LEA student experiencing excessive absenteeism or not regularly attending school, CONTRACTOR may provide written notice to each LEA with a student enrolled in that specific classroom of CONTRACTOR that the class size in that classroom will increase above 12 students but shall not exceed 14 students, for a period not to exceed 60 calendar days.

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, including but not limited to student information and billing information. 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, approved electronic IEP systems, 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

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, 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, unless LEA notifies CONTRACTOR that it will administer such Statewide assessments.

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. 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 as mandated by the LEA and pursuant to the LEA guidelines, as well as state and federal laws and regulations, unless LEA notifies CONTRACTOR that it will administer such assessments.

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 to LEA, upon request, that all behavior aides who do not possess a license, credential or other recognized certification have completed required training protocols within ten (10) 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. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

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.

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 CDE certified NPS 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 representative specified on Exhibit C, attached hereto and incorporated

herein, 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 student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedure as well as provide all such records requested by LEA concerning the same. 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.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

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 rate schedule attached hereto as Exhibit A and incorporated herein by reference, 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 required minimum number of minutes per grade level as set forth in Paragraph 23 above and Education Code section 46000 et seq.

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 2018 and terminates at 5:00 P.M. on June 30, 2019, unless sooner terminated as provide herein.

CONTRACTOR,

Rossier Park High School

Nonpublic School/Agency

By:  9/12/18
Signature Date

Chris Holmes, Sr VP of Operations

Name and Title of Authorized
Representative

LEA,

Santa Ana Unified School District

By: _____
Signature Date

Jonathan Geiszler
Director of Purchasing

Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:

Veronica Munoz, Billing Coordinator

Name

Rossier Park High School

Nonpublic School/Agency/Related Service Provider

7100 Knott Ave

Address

Buena Park, Ca 90806

City State Zip

714-562-0441 ext 1445 714-523-0281

Phone Fax

vmunoz@spectrumschools.com

Email

Notices to LEA shall be addressed to the designees as set forth on Exhibit C

EXHIBIT A: RATES

CONTRACTOR Rossier Park High School **CONTRACTOR NUMBER** 2018-2019
(NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed _____ **If blank, the number shall be as determine by**
CDE Certification.

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
 Total LEA enrollment may not exceed _____

| | Rate | Period |
|---|-----------------|-----------------------------|
| A. <u>Basic Education Program/Special Education Instruction</u> | <u>\$182.07</u> | <u>7/1/2018 - 6/30/2019</u> |
| Basic Education Program/Dual-Enrollment | | |

Per diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

B. Related Services

| | | |
|---|----------------|--------------------------------------|
| (1) a. Transportation 1– Round Trip | <u>\$39.05</u> | <u>Two ways</u> |
| b. Transportation 1 – One Way | <u>\$19.53</u> | <u>One way</u> |
| Transportation 2 | <u>\$44.95</u> | <u>Two Ways</u> |
| Transportation 2 | <u>\$22.48</u> | <u>One Way</u> |
| Transportation 3 | <u>\$50.31</u> | <u>Two Ways</u> |
| Transportation 3 | <u>\$25.67</u> | <u>One Way</u> |
| Transportation 4 | <u>\$60.94</u> | <u>Two Ways</u> |
| Transportation 4 | <u>\$30.47</u> | <u>One Way</u> |
| c. Transportation – Dual Enrollment (1:1 Aid) | | |
| d. Public Transportation | | |
| e. Parent* | | |
| (2) a. Educational Counseling – Individual Consult | | <u>Inclusive 60 minutes per week</u> |
| b. Educational Counseling – Group of _____ | | |
| c. Counseling – Parent | | |
| (3) a. Adapted Physical Education – Individual | <u>\$35.28</u> | <u>Per 30 min</u> |
| b. Adapted Physical Education – Group of _____ | | |
| c. Adapted Physical Education – Group of _____(Consult)_____ | | |
| (4) a. Language and Speech Therapy – Individual | <u>\$50.21</u> | <u>Per 30 min</u> |
| b. Language and Speech Therapy – Group of 2 | | |
| c. Language and Speech Therapy – Group of 3 | | |
| d. Language and Speech Therapy – Per diem | | |
| e. Language and Speech – Consultation Rate | | |
| (5) a. Additional Classroom Aide – Individual (must be authorized on IEP) | <u>\$18</u> | <u>Per Hour</u> |
| b. Additional Instructional Assistant – Group of 2 | | |
| c. Additional Instructional Assistant – Group of 3 | | |
| (6) Intensive Special Education Instruction** | | |
| (7) a. Occupational Therapy – Individual | | |
| b. Occupational Therapy – Group of 2 | | |
| c. Occupational Therapy – Group of 3 | | |
| d. Occupational Therapy – Group of 4 - 7 | | |
| e. Occupational Therapy – Consultation Rate | | |

- | | | | |
|------|---|-------|-------------------------------|
| (8) | Physical Therapy | _____ | _____ |
| (9) | a. Behavior Intervention (Individual) | _____ | _____ |
| | Group | _____ | _____ |
| | b. Behavior Intervention – Supervision | _____ | _____ |
| | Provided by: _____ | _____ | _____ |
| (10) | Nursing Services | _____ | _____ |
| (12) | Residential Board and Care | _____ | _____ |
| (13) | Residential Mental Health Services | _____ | _____ |
| (14) | Other __ Vocational Workability & Transportation for families | _____ | _____ |
| | | | <u>Included in daily rate</u> |

*Parent transportation reimbursement rates are to be determined by the LEA.
 **By credentialed Special Education Teacher.

EXHIBIT B

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, 2019, 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 | | | |
| D.O.B. | | I.D. # | | Phone | | Fax | |
| | | | | 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 | | | |
| Address | | City, State, Zip | | Number of Days | | Number of Weeks | |
| | | | | Contract Begins | | | |
| Home Phone | | Business | | Master Contract Approved by the Governing Board on | | | |

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)

EXHIBIT C: NOTICES

In accordance with Section 8 of the Master Contract all notices to LEA shall be delivered in the manner specified in Section 8 to the following LEA Representatives:

1. For matters regarding the Administration of the Master Contract, Educational Program, Personnel and Health and Safety mandates, including Incident/Accident Reporting in accordance with Section 53, notices to LEA shall be delivered to:

[Mayra Helguera Ph.D.]

[Assistant Superintendent /SELPA] (i.e. SELPA Director/Special Education Director)

[1601 E. Chestnut Ave., Santa Ana, CA 92701]

[714-558-5832/714-480-5311]

[Mayra.helguera@sausd.us]

2. For matters regarding the Administration of the Master Contract including Insurance, Financial, including Payments, notices to LEA shall be delivered to:

[Insert Name]

[Insert Title] (i.e. Chief Business Official/Director of Fiscal Services)

[Insert Address]

[Insert Phone/Fax]

[Insert E-mail]

AGENDA ITEM BACKUP SHEET
October 9, 2018

Board Meeting

TITLE: **Approval/Ratification of Listing of Agreements/Contracts with Santa Ana Unified School District for 2018-19 School Year**

ITEM: **Consent**

SUBMITTED BY: **Manoj Roychowdhury, Interim Deputy Superintendent, Administrative Services**

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval/ratification of the listing of agreements/contracts with Santa Ana Unified School District for 2018-19 school year.

| |
|--|
| ITEM SUMMARY: |
| <ul style="list-style-type: none"> • Agreements/Contracts for the 2018-19 school year |

RATIONALE:

Consultants have been requested by school sites and District staff to enhance and support educational programs and provide professional development to improve student achievement.

LCAP Goal: 3 Cultivate and maintain a healthy, safe, secure, and respectful school and working environmental for all.

Action: 07 Support the enhancement of school climate through smooth operations, processes, and customer service by ensuring that all staff engage in culturally proficient interaction with the public and customer service.

Services: 010 Purchasing

FUNDING:

Various Funds

RECOMMENDATION:

Approve/ratify the listing of agreements/contracts with Santa Ana Unified School District for the 2018-19 school year.

2018-19 Annual Listing of Consultants/Contracted Services

October 9, 2018

| Consultants Recommended for Board Approval | | | | | | | | |
|--|---------------------------------|-------------------|---|--|------------------|-------------|------------|------------|
| # | NAME | DEPARTMENT | SUMMARY OF WORK | FUNDING SOURCE | 2017-18 Contract | 2018-19 | Start Date | End Date |
| 1 | School Services of California | Business Services | Total compensation and salary compaction study | General Fund | \$0 | \$27,000 | 10/10/2018 | 4/30/2019 |
| 2 | Baker Nowicki Design Studio | Facilities | Architect services for Villa Intermediate School modernization | Emergency Repair Program: \$402,473 Redevelopment Agency Funds: \$402,473 | \$0 | \$804,946 | 10/10/2018 | 6/30/2021 |
| 3 | Davis Demographics | Facilities | Demographic study and student forecasts | Redevelopment Agency Funds | \$43,375 | \$38,138 | 10/10/2018 | 6/30/2019 |
| 4 | DLR Group | Facilities | Architectural Design and Miscellaneous Projects | Emergency Repair Program: \$25,000 Redevelopment Agency Funds: \$25,000 | \$0 | \$50,000 | 10/10/2018 | 6/30/2019 |
| 5 | Chatoade Bannon | Facilities | Architectural Design and Miscellaneous Projects | Emergency Repair Program: \$25,000 Redevelopment Agency Funds: \$25,000 | \$0 | \$50,000 | 10/10/2018 | 6/30/2019 |
| 6 | HMC Group | Facilities | Architectural Design and Miscellaneous Projects | Emergency Repair Program: \$25,000 Redevelopment Agency Funds: \$25,000 | \$0 | \$50,000 | 10/10/2018 | 6/30/2019 |
| 7 | Lentz Morrissey Architecture | Facilities | Architectural Design and Miscellaneous Projects | Emergency Repair Program: \$25,000 Redevelopment Agency Funds: \$25,000 | \$0 | \$50,000 | 10/10/2018 | 6/30/2019 |
| 8 | Lionakis | Facilities | Architectural Design and Miscellaneous Projects | Emergency Repair Program: \$25,000 Redevelopment Agency Funds: \$25,000 | \$0 | \$50,000 | 10/10/2018 | 6/30/2019 |
| 9 | LPA Inc. | Facilities | Architectural Design and Miscellaneous Projects | Emergency Repair Program: \$25,000 Redevelopment Agency Funds: \$25,000 | \$0 | \$50,000 | 10/10/2018 | 6/30/2019 |
| 10 | LPA Inc. | Facilities | Architect Services for Spurgeon Intermediate /Romero-Cruz Permanent Kindergarten Reconfiguration and Playground | Redevelopment Agency Funds | \$0 | \$259,000 | 10/10/2018 | 12/31/2019 |
| 11 | Ruhnau Ruhnau Clarke Architects | Facilities | Architectural Design and Miscellaneous Projects | Kitchen Remodeling Fund | \$0 | \$50,000 | 10/10/2018 | 6/30/2019 |
| 12 | Westgroup Deisgn | Facilities | Architectural Design and Miscellaneous Projects | Emergency Repair Program: \$25,000 Redevelopment Agency Funds: \$25,000 | \$0 | \$50,000 | 10/10/2018 | 6/30/2019 |
| | | | | Subtotal | | \$1,529,084 | | |

| Amendments Recommended for Board Approval | | | | | | | | |
|---|-----------------------------|---------------------------|---|--|-------------------|----------|------------|-----------|
| # | NAME | DEPARTMENT | SUMMARY OF WORK | FUNDING SOURCE | Original Contract | Increase | Start Date | End Date |
| 13 | Childcare Careers | Early Childhood Education | Will provide high quality staff for short term assignments and long terms assignment for staff vacancies or absences. | State Preschool Funds | \$50,000 | \$20,000 | 10/10/2018 | 6/30/2019 |
| 14 | Baker Nowicki Design Studio | Facilities | Architectural Design and Miscellaneous Projects | Emergency Repair Program: \$15,500 Redevelopment Agency Funds: \$15,500 | \$19,000 | \$31,000 | 10/10/2018 | 6/30/2019 |
| | | | | Subtotal | | \$51,000 | | |

2018/19 Consultants Previously Approved (per Board Policy and Administrative Regulation 3312)

| # | NAME | DEPARTMENT | SUMMARY OF WORK | FUNDING SOURCE | 2017-18 Contract | 2018-19 | Start Date | End Date |
|----|---|----------------------------|---|--|------------------|-----------|------------|------------|
| 15 | Dannis Woliver Kelley | Business Services | Bond counsel | General Fund | \$145,000 | \$10,000 | 7/1/2018 | 6/30/2019 |
| 16 | School Services of California | Business Services | Will provide Fiscal and Management Consulting, Governmental Relations and Support, Negotiation Services, and Executive Searches on an "as needed" basis. | General Fund | \$50,000 | \$25,000 | 7/1/2018 | 6/30/2019 |
| 17 | Strategic Education Services | Business Services | Will provide complex fiscal analysis of the annual budget as well as legislative advocacy and strategic planning. | General Fund | \$40,000 | \$40,000 | 7/1/2018 | 6/30/2019 |
| 18 | Vavrinek, Trine, Day & Co., LLP | Business Services | Will provide auditing services and prepare tax returns for the Santa Ana Unified School District Public Facilities Corporation. | General Fund | \$84,000 | \$84,000 | 7/1/2018 | 6/30/2019 |
| 19 | ACME Network | Career Technical Education | Virtual mentoring and work based learning | Career Technical Education | \$0 | \$150,000 | 7/1/2018 | 6/30/2019 |
| 20 | Childcare Careers | Early Childhood Education | Will provide high quality staff for short term assignments and long terms assignment for staff vacancies or absences. | State Preschool Funds | \$50,000 | \$50,000 | 7/1/2018 | 6/30/2019 |
| 21 | University of California, Irvine | Early Childhood Education | Child behaviour pathways, behavioral assessments and plans | State Preschool Funds | \$30,900 | \$40,000 | 8/29/2018 | 6/30/2019 |
| 22 | Achieve3000 | Educational Services | Professional development for dual language schools | Title III | \$975 | \$3,700 | 7/1/2018 | 6/30/2019 |
| 23 | Active Learning | Educational Services | After-school enrichment services | After School Education and Safety (ASES) grants. | \$523,069 | \$515,176 | 7/1/2018 | 6/30/2019 |
| 24 | Boys & Girls Clubs of Santa Ana | Educational Services | After-school enrichment services | After School Education and Safety (ASES) grants. | \$506,279 | \$503,095 | 7/1/2018 | 6/30/2019 |
| 25 | CABE | Educational Services | Five days of professional development for the DLL program | Title III | \$20,000 | \$12,500 | 7/1/2018 | 6/30/2019 |
| 26 | California Colleges Guidance Initiative | Educational Services | CCGI provides technology-based college and career planning tools with a data infrastructure that supports sharing of academic data between K-12 districts and higher education partners to inform student admission, placement, guidance, and educational planning. | General Fund | \$70,880 | \$70,880 | 7/1/2018 | 6/30/2019 |
| 27 | California State University, Fullerton-Educational Partnerships | Educational Services | Partnership with CSUF and SAUSD in joint projects aimed at fostering and supporting the DISTRICT's post-secondary admissions, enrollment, persistency, and providing college resources. | College and Career Block Grant | \$0 | \$54,491 | 7/1/2018 | 6/30/2019 |
| 28 | Catapult Learning West | Educational Services | Student intervention instruction in reading and/or math as well as support services to facilitate parent involvement | Title I and Title II | \$157,546 | \$212,909 | 9/4/2018 | 6/14/2019 |
| 29 | Coast 2 Coast Coaching | Educational Services | Structured physical activity during lunch recess | Sepulveda Elementary School | \$9,844 | \$6,740 | 8/13/2018 | 5/31/2019 |
| 30 | CollegeSpring | Educational Services | SAT preparation program | College Readiness Block Grant | \$67,800 | \$80,000 | 8/1/2018 | 6/15/2019 |
| 31 | Community Union | Educational Services | Parent Engagement through technology, at Saddleback High School | Valley High School | \$0 | \$7,950 | 8/1/2018 | 6/30/2019 |
| 32 | Community Union | Educational Services | Parent Engagement through technology, at Valley High School | Title I | \$0 | \$3,975 | 8/3/2018 | 10/18/2018 |
| 33 | Consortium On Reaching Excellence | Educational Services | CORE will provide trainings and support for the advanced preparation for SIPP. CORE will provide technical literacy assistance and support. | General Fund | \$100,000 | \$150,000 | 7/1/2018 | 6/30/2019 |
| 34 | Disciplina Positiva | Educational Services | Parenting workshops | Site Discretionary | \$96,000 | \$120,000 | 7/1/2018 | 6/30/2019 |
| 35 | Discovery Cube | Educational Services | After-school enrichment services | After School Education and Safety (ASES) grants. | \$628,126 | \$625,455 | 7/1/2018 | 6/30/2019 |
| 36 | Empower Consulting | Educational Services | 6 days of training to help teachers create and deliver Math Expressions lessons in no more than 3 classrooms per day. | Garfield Elementary School | \$8,200 | \$13,500 | 10/23/2018 | 3/14/2019 |
| 37 | Fibio Art | Educational Services | Art assembly for all grades. Three separate weeks, 4 days per week. | Muir Elementary School | \$6,968 | \$9,558 | 8/23/2018 | 3/15/2019 |
| 38 | Gerry Oxx | Educational Services | Training and supportive professional development on university matching for SAUSD students who under match, yet have the qualifications to attend top tiered U.S. universities. | College Readiness Block Grant | \$0 | \$6,000 | 7/30/2018 | 6/30/2019 |
| 39 | GTFO Games | Educational Services | ASB team building | Santa Ana High School | \$0 | \$1,063 | 7/26/2018 | 7/27/2018 |
| 40 | Hatching Results | Educational Services | Professional development services for school counselors and administrators | College Readiness Block Grant | \$0 | \$65,000 | 8/29/2018 | 6/30/2019 |
| 41 | Houghton Mifflin Harcourt | Educational Services | Professional development for math curriculum | S.D. Bechtel Grant | \$0 | \$17,700 | 7/1/2018 | 6/30/2019 |
| 42 | Jose Hernandez Mariachi Academy | Educational Services | After-school enrichment services | After School Education and Safety (ASES) grants. | \$301,095 | \$240,954 | 7/1/2018 | 6/30/2019 |
| 43 | Kid Healthy/ OneOC | Educational Services | Kid Healthy/ OneOC provides the Padres en Accion program that addresses health, wellness, and nutrition by engaging children and families through programs that measurably improve nutrition and fitness levels. | Site Discretionary | \$96,000 | \$110,000 | 7/1/2018 | 6/30/2019 |
| 44 | Kyle's Cartoon Platoon | Educational Services | Two 48 minute, fully interactive draw along ART assemblies teaching California State Standards for Visual Arts. | Carver Elementary School | \$0 | \$897 | 11/13/2018 | 11/13/2018 |
| 45 | Laura Adler, LLC | Educational Services | Review of charter petitions against Education Code | General Fund | \$0 | \$20,000 | 8/28/2018 | 6/30/2019 |

| | | | | | | | | | |
|----|--|----------------------|--|--|--|-----------|-----------|------------|------------|
| 46 | Madison Park Neighborhood Association | Educational Services | Mentor, tutor and work with teachers to provide science enrichment to promote careers in science, technology, college and career readiness and to support student achievement in Math, Language Arts and Science, as well as schedule and coordinate events and programs | ROAR student assembly at Carver Elementary | Site Discretionary | \$10,000 | \$15,000 | 7/1/2018 | 6/30/2019 |
| 47 | Magical Presentations, Inc. | Educational Services | Student assemblies and lessons to introduce artists | Student assemblies and lessons to introduce artists | Greenville Elementary School Title I | \$0 | \$895 | 1/17/2019 | 1/17/2019 |
| 48 | Meet the Masters | Educational Services | Professional development for District TK teachers | STEAM Museum assemblies and The No Bully Zone assemblies at Walker Elementary | S.D. Bechtel Grant | \$0 | \$4,506 | 8/13/2018 | 5/31/2019 |
| 49 | MIND Research Institute | Educational Services | Teacher training on the use of Benchmark Advance to meet the reading and writing achievement goals | Teacher training on the use of Benchmark Advance to meet the reading and writing achievement goals | Title I | \$1,395 | \$2,500 | 7/1/2018 | 6/30/2019 |
| 50 | Mobile Ed Productions | Educational Services | After-school arts program | After-school arts program | Jackson Elementary School | \$0 | \$2,290 | 9/7/2018 | 10/19/2018 |
| 51 | Nancy Feizer's Literacy Connections | Educational Services | After-school enrichment services | After-school enrichment services | Site Discretionary | \$8,000 | \$4,000 | 9/21/2018 | 10/19/2018 |
| 52 | Oasis | Educational Services | Inside the Outdoors field program | Inside the Outdoors field program | After School Education and Safety (ASES) grants. | \$475,068 | \$19,000 | 7/1/2018 | 6/30/2019 |
| 53 | Orange County Children's Therapeutic Arts | Educational Services | Inside the Outdoors Travelling Scientist school program | Inside the Outdoors Travelling Scientist school program | Site Discretionary | \$4,778 | \$10,000 | 9/1/2018 | 8/31/2019 |
| 54 | Orange County Department of Education | Educational Services | Instructional strategies that support effective ELD instruction for use with StudySync | Instructional strategies that support effective ELD instruction for use with StudySync | Site Discretionary | \$4,537 | \$10,000 | 9/1/2018 | 8/31/2019 |
| 55 | Orange County Department of Education | Educational Services | Two performances of The Barber of Seville | Two performances of The Barber of Seville | Carroll Intermediate School | \$0 | \$300 | 8/7/2018 | 8/7/2018 |
| 56 | Orange County Department of Education | Educational Services | Three performances of The Barber of Seville | Three performances of The Barber of Seville | Franklin Elementary School | \$875 | \$925 | 10/31/2018 | 10/31/2018 |
| 57 | Orange County Opera | Educational Services | Two performances of The Barber of Seville | Two performances of The Barber of Seville | Greenville Elementary School | \$1,225 | \$1,300 | 1/18/2019 | 1/18/2019 |
| 58 | Orange County Opera | Educational Services | Parent training course | Parent training course | Carver Elementary School | \$875 | \$925 | 3/8/2019 | 3/8/2019 |
| 59 | Orange County Opera | Educational Services | Will provide direct support for parent engagement and education as well as direct services to students in areas of early literacy and social/emotional learning. | Will provide direct support for parent engagement and education as well as direct services to students in areas of early literacy and social/emotional learning. | Site Discretionary | \$282,114 | \$398,950 | 7/1/2018 | 6/30/2019 |
| 60 | Padres Unidos | Educational Services | Two full-day on-site Professional Development trainings on iLit Product Implementation Essentials Training. | Two full-day on-site Professional Development trainings on iLit Product Implementation Essentials Training. | Spurgeon Intermediate School | \$6,000 | \$6,000 | 9/12/2018 | 11/7/2018 |
| 61 | Parent Institute for Quality Education | Educational Services | The Playworks program provides a Direct Service Program to establish student leadership within the school and to build student ownership and improve playground behaviors. | The Playworks program provides a Direct Service Program to establish student leadership within the school and to build student ownership and improve playground behaviors. | Title I | \$5,700 | \$3,800 | 7/24/2018 | 8/6/2018 |
| 62 | Pearson Education | Educational Services | The Playworks program provides a Team Up Program that provides on-site consultation by teaming up with school staff who support recess. | The Playworks program provides a Team Up Program that provides on-site consultation by teaming up with school staff who support recess. | Site Discretionary | \$396,000 | \$328,500 | 7/1/2018 | 6/30/2019 |
| 63 | Playworks | Educational Services | S.T.A.R. character education to the youth of John Adams Elementary School | S.T.A.R. character education to the youth of John Adams Elementary School | Site Discretionary | \$166,500 | \$195,000 | 7/1/2018 | 6/30/2019 |
| 64 | Playworks | Educational Services | 18 full days of science presentations, labs and activities | 18 full days of science presentations, labs and activities | Site Discretionary | \$2,000 | \$4,000 | 8/13/2018 | 6/30/2019 |
| 65 | Pure Game | Educational Services | Science Tellers school assembly at Carver Elementary | Science Tellers school assembly at Carver Elementary | Greenville Elementary School | \$5,310 | \$5,850 | 11/1/2018 | 3/31/2019 |
| 66 | Science Education Center | Educational Services | SVMI will provide staff development for K-8 principals. SVMI will provide parent training on expectations for students with the new math standards. | SVMI will provide staff development for K-8 principals. SVMI will provide parent training on expectations for students with the new math standards. | Title I | \$0 | \$950 | 8/31/2018 | 8/31/2018 |
| 67 | Science Tellers | Educational Services | Lunch recess program | Lunch recess program | S.D. Bechtel Grant | \$15,000 | \$15,000 | 7/1/2018 | 6/30/2019 |
| 68 | Silicon Valley Math Initiative | Educational Services | After-school enrichment services | After-school enrichment services | Lincoln Elementary School | \$0 | \$25,995 | 9/10/2018 | 5/17/2019 |
| 69 | Sports for Learning Inc. | Educational Services | Professional development training for Benchmark Advance | Professional development training for Benchmark Advance | After School Education and Safety (ASES) grants. | \$522,064 | \$516,232 | 7/1/2018 | 6/30/2019 |
| 16 | Toyama Karate-Do | Educational Services | Reading tutoring program at Heningger Elementary School | Reading tutoring program at Heningger Elementary School | Monte Vista Elementary School | \$0 | \$5,000 | 10/1/2018 | 4/30/2019 |
| 17 | TrossTEACH | Educational Services | Partnership with UCI and SAUSD in joint projects aimed at fostering and supporting the DISTRICT's post-secondary admissions, enrollment, persistency, and providing college resources. | Partnership with UCI and SAUSD in joint projects aimed at fostering and supporting the DISTRICT's post-secondary admissions, enrollment, persistency, and providing college resources. | Heningger Elementary School | \$23,472 | \$23,472 | 9/1/2018 | 8/31/2019 |
| 18 | University of California, Irvine | Educational Services | IMP will provide staff development for all K-12 teachers and provide classroom coaching. | IMP will provide staff development for all K-12 teachers and provide classroom coaching. | College and Career Block Grant | \$14,010 | \$36,450 | 7/1/2018 | 6/30/2019 |
| 19 | University of California, Irvine - Center for Educational Partnerships | Educational Services | Professional development services provided to two teachers and two Math Specialists in the content area of Data Science. | Professional development services provided to two teachers and two Math Specialists in the content area of Data Science. | S.D. Bechtel Grant | \$105,600 | \$90,750 | 7/1/2018 | 6/30/2019 |
| 20 | University of California, Irvine Math Project | Educational Services | Elementary and Middle School After School Program Quality Assessment | Elementary and Middle School After School Program Quality Assessment | General Fund | \$9,000 | \$71,000 | 7/1/2018 | 6/30/2019 |
| 21 | University of California, Los Angeles | Educational Services | Construction Services: DSA Inspection Services. | Construction Services: DSA Inspection Services. | General Fund | \$37,250 | \$34,450 | 9/26/2018 | 6/30/2019 |
| 22 | Extended Learning | Engage 360 | Provide continuing disclosure services | Provide continuing disclosure services | General Fund Fund 1: \$10,000 Fund 25: \$10,000 Fund 35: \$150,000 Fund 40: \$30,000 | \$565,000 | \$200,000 | 7/1/2018 | 6/30/2019 |
| 23 | All American Inspection, Inc. | Facilities | | | Fund 1 | \$3,000 | \$10,000 | 7/1/2018 | 6/30/2019 |
| 24 | Applied Best Practices | Facilities | | | | | | | |

| | | | | | | | | |
|----|--|------------|--|--|-----------|-------------|-----------|------------|
| 25 | Associated Soils Engineering | Facilities | Construction Services: Will provide soil testing, in-plant welding, masonry testing, and inspection services. | Fund 1: \$10,000 Fund 25: \$10,000 Fund 35: \$150,000 Fund 40: \$30,000 | \$200,000 | \$200,000 | 7/1/2018 | 6/30/2019 |
| 26 | Bainbridge Environmental Consultants | Facilities | Building Services/Construction Services: Will provide hazardous material assessment and testing on an "as needed" basis. | Fund 1: \$90,000 Fund 35: \$10,000 | \$50,000 | \$100,000 | 7/1/2018 | 6/30/2019 |
| 27 | Baker Nowicki Design Studio | Facilities | Architectural Design and Miscellaneous Projects | Emergency Repair Program: \$9,500 Redevelopment Agency Funds: \$9,500 | \$0 | \$19,000 | 9/17/2018 | 6/30/2019 |
| 28 | Baker Nowicki Design Studio | Facilities | Design and Funding Services to Pursue Grant Applications Under the New Full-Day Kindergarten Facilities Grant Program | Redevelopment Agency Funds | \$0 | \$52,500 | 9/26/2018 | 12/31/2019 |
| 29 | Bernards | Facilities | Construction management services for Saddleback High School kitchen project | Cafeteria Fund | \$0 | \$1,317,329 | 8/29/2018 | 6/30/2020 |
| 30 | Capitol Advisors Group, LLC | Facilities | Building Services/Construction Services/Facilities Planning: Will provide financial software support to the Facilities Accounting Program. | Fund 40 | \$10,000 | \$20,000 | 7/1/2018 | 6/30/2019 |
| 31 | Colbi Technologies | Facilities | Construction Services: Will provide school advisory services on an "as needed" basis. | General Fund | \$20,000 | \$22,000 | 7/1/2018 | 6/30/2019 |
| 32 | Cooperative Strategies | Facilities | Facilities Planning: Will provide Community Facilities District, Redevelopment and Developer Fee Justification Services. | Fund 25: \$25,000 Fund 40: \$50,000 | \$16,750 | \$75,000 | 7/1/2018 | 6/30/2019 |
| 33 | CS & Associates, Inc. | Facilities | Construction Services: Will provide services to successfully implement and operate a Labor Compliance Program (LCP) and update the LCP based on new regulations from the California Code of Regulations on an "as needed" basis. | Fund 40 | \$35,000 | \$10,000 | 7/1/2018 | 6/30/2019 |
| 34 | Environmental Network, Corp. dba Encorp | Facilities | Building Services/Construction Services: Will provide hazardous material assessment and testing on an "as needed" basis. | Fund 1 | \$100,000 | \$100,000 | 7/1/2018 | 6/30/2019 |
| 35 | Fieldman, Rolapp and Associates | Facilities | Financial advisory services | General Fund | \$104,000 | \$70,000 | 7/1/2018 | 6/30/2019 |
| 36 | Hancock, Park, DeLong, Inc. | Facilities | Construction Services: Will provide school funding advisory services on an "as needed" basis. | Fund 35 | \$10,000 | \$10,000 | 7/1/2018 | 6/30/2019 |
| 37 | Lenz Morrissey Architecture Inc. | Facilities | Pacific Electric building assessment | General Fund | \$0 | \$14,500 | 7/13/2018 | 6/30/2019 |
| 38 | Lenz Morrissey Architecture Incorporated | Facilities | Architectural Services for the placement of six relocatables for Community Wellness Centers. | Redevelopment Funds | \$0 | \$81,000 | 8/29/2018 | 6/30/2019 |
| 39 | Lionakis | Facilities | Architectural Services for Early Childhood Education (ECE) program move to Monroe Elementary School. | Redevelopment Funds | \$0 | \$189,825 | 9/26/2018 | 12/31/2019 |
| 40 | Murdoch, Walrath & Holmes | Facilities | Facilities Planning: Will represent the District in negotiations with developers, establish opportunities to fund, acquire, and improve properties, and enter into joint use/education partnerships. | Fund 40 | \$100,000 | \$144,000 | 7/1/2018 | 6/30/2019 |
| 41 | Ninyo & Moore | Facilities | Construction Services: Will provide soil testing, in-plant welding, masonry testing, and inspection services. | Fund 1: \$10,000 Fund 35: \$150,000 Fund 40: \$40,000 | \$200,000 | \$200,000 | 7/1/2018 | 6/30/2019 |
| 42 | NMK Corporation | Facilities | Building Services: Will provide technical support, troubleshooting, installation, and configuration of District-wide communications infrastructure on an "as needed" basis. | Fund: 1 | \$20,000 | \$20,000 | 7/1/2018 | 6/30/2019 |
| 43 | Placeworks, Inc. | Facilities | Facilities Planning: Will provide services in the planning and implementation of corrective measures and CEQA services. | Fund 1: \$10,000 Fund 25: \$10,000 Fund 35: \$30,000 | \$50,000 | \$50,000 | 7/1/2018 | 6/30/2019 |
| 44 | Preferred Aerial & Crane Technology, Inc. | Facilities | Building Services: Will provide on-site annual safety procedure training for electricians and maintenance employees. | Fund: 1 | \$2,000 | \$2,000 | 7/1/2018 | 6/30/2019 |
| 45 | Priest Construction Services, Inc. | Facilities | Construction: DSA Inspection Services | Fund 40 | \$100,000 | \$50,000 | 7/1/2018 | 6/30/2019 |
| 46 | Sandy Pringle Associate Inspection Consultants, Inc. | Facilities | Construction Services: DSA Inspection Services. | Fund 1: \$10,000 Fund 25: \$30,000 Fund 40: \$10,000 | \$150,000 | \$50,000 | 7/1/2018 | 6/30/2019 |
| 47 | Schneider Electric Buildings Americas | Facilities | Building Services: Will provide services for energy consulting support for Proposition 39. | Fund: 1 | \$11,432 | \$462,826 | 7/1/2018 | 6/30/2019 |
| 48 | TBWB Strategies | Facilities | Facilities Planning: The Communication Consultant Services will provide the Board with expert counsel to consider whether a local G.O. Bond Measure has sufficient community support. | Fund: 1 | \$120,000 | \$80,000 | 7/1/2018 | 6/30/2019 |
| 49 | Tilden-Coil Constructors | Facilities | Construction management services for Carver Elementary School Portable to Permanent project. | OPSC | \$0 | \$969,128 | 8/29/2018 | 1/31/2020 |
| 50 | True North Research | Facilities | Voter opinion survey | General Fund | \$30,000 | \$25,875 | 7/1/2018 | 7/31/2018 |
| 51 | Twinning Consulting | Facilities | Construction Services: Will provide soil testing, in-plant welding, masonry testing, and inspection services. | Fund 1: \$50,000 Fund 35: \$150,000 | \$200,000 | \$200,000 | 7/1/2018 | 6/30/2019 |
| 52 | Vavrinek, Trine, Day & Co., LLP (VTD) | Facilities | Facilities Planning: Will provide general obligation bond audit assistance on an "as needed" basis. | Fund 25 | \$10,000 | \$10,000 | 7/1/2018 | 6/30/2019 |
| 53 | Westgroup Design | Facilities | Architectural Services for the Lathrop Intermediate School Portable Restroom Building and parking lot expansion/renovation | General Fund | \$0 | \$106,025 | 9/26/2018 | 12/31/2019 |

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|----|---|---------------------------|--|-----------------------------|-------------|-----------|-----------|-----------|
| 54 | Chidcare Careers, LLC | Head Start | Will provide high quality staff for short term assignments and long terms assignment for staff vacancies or absences. | Head Start Funds | \$102,055 | \$25,000 | 7/1/2018 | 6/30/2019 |
| 55 | Kimberly A. Smith | Human Resources | Will provide investigative services with regards to uniform complaints, human resources complaints, DFEHEOC complaints, Williams complaints, and government tort claims. | General Fund | - | \$5,000 | 7/1/2018 | 6/30/2019 |
| 56 | Nicole Miller & Associates | Human Resources | Will provide investigative services with regard to employee matters, DFEH Complaints, hostile work environment, and other HR matters of allegations. | General Fund | \$7,000 | \$7,000 | 7/1/2018 | 6/30/2019 |
| 57 | Pat McCurry | Human Resources | Will provide investigative services with regard to employee matters in regards to school police department issues. | General Fund | \$3,000 | \$3,000 | 7/1/2018 | 6/30/2019 |
| 58 | Alliant Insurance Services | Insurance Benefits | To provide services related to the District Health Benefits and guidance on Health Care Reform as it relates to medical and dental plan. | General Fund | \$193,000 | \$193,000 | 7/1/2018 | 6/30/2019 |
| 59 | Marsh & McLennan, LLC dba Barney & Barney Insurance Services, LLC | Insurance Benefits | Will provide Health Benefits services for the Santa Ana Educators Association (SAEA) and California School Employees Association (CSEA) within the structure of the Health Benefits Authority. | General Fund | \$55,000 | \$55,000 | 7/1/2018 | 6/30/2019 |
| 60 | Dieli Murawka Howe, Inc. | Nutrition Services | Will provide professional consulting and design services intended to improve kitchen and serving area efficiency at various school sites. In addition, consultant will assist Runnau Runnau Clarke Architects in their process to implement the District-wide kitchen master plan to remodel all school kitchens and central kitchen. | Cafeteria Fund | \$325,000 | \$70,000 | 7/1/2018 | 6/30/2019 |
| 61 | Premier Food Safety | Nutrition Services | The consultant will provide services for ServServe Food Manager Certification classes and exams for staff development purposes to Nutrition Services Employees in area of Food Safety. Upon successful completion of the course staff will possess a five year nationally recognized Food Manager certificate. | Cafeteria Fund | \$7,000 | \$7,000 | 7/1/2018 | 6/30/2019 |
| 62 | Ismael Gallegos | Public Information Office | Ismael Gallegos Radio Personality Appearance fee for Back to School Bash event with La Ranchera radio station | General Fund | \$0 | \$400 | 8/3/2018 | 8/3/2018 |
| 63 | Gray Miller Persh, LLP | Public Information Office | Will provide professional services on Education Broadband Services regulatory event with La Ranchera radio station and lease matters related to the Federal Communications Commission (FCC). Gray Miller Persh, LLP, has a long-standing relationship with the District working in this area on an "as needed" basis. | General Fund | \$5,000 | \$5,000 | 7/1/2018 | 6/30/2019 |
| 64 | Greene Street Communications | Public Information Office | Green Street Communications, LLC will provide Santa Ana Unified School 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: <ul style="list-style-type: none"> • Strategic communications • Digital communications • Writing and Research, Video Development, and Marketing Material • National and Local Media Relations • External/Internal Engagement and Outreach | General Fund | \$50,000 | \$100,000 | 7/1/2018 | 6/30/2019 |
| 65 | K12 Insight, LLC | Public Information Office | This consultant provides consultant services for LCAP support, surveys, and ongoing communication support between the District and the community. | General Fund | \$82,000 | \$98,000 | 7/1/2018 | 6/30/2019 |
| 66 | K12 Insight, LLC | Public Information Office | This consultant provides the online engagement platform Let's Talk, a software platform to serve as a single, centralized, secure cloud-based repository of all incoming questions, comments, concerns, suggestions, and compliments by any stakeholder in the District who has access to the feature that is accessible through the District and School websites and mobile application. | General Fund | \$82,500 | \$121,523 | 7/1/2018 | 6/30/2019 |
| 67 | CareerStaff Unlimited, Inc. dba ProCare One Nurses | Pupil Support Services | Will provide Licensed Vocational Nurses (LVNs) for infants who need respite care in accordance with their Individualized Family Service Plans (IFSPs). | Mitchell/Health Services | \$16,000 | \$16,000 | 7/1/2018 | 6/30/2019 |
| 68 | CareerStaff Unlimited, Inc. dba ProCare One Nurses | Pupil Support Services | Will provide Registered Nurses (RNs) and Licensed Vocational Nurses (LVNs) services to ensure all students' medical needs are met. | PSS/Health Services | \$15,000 | \$15,000 | 7/1/2018 | 6/30/2019 |
| 69 | Educational Consulting Services | Pupil Support Services | Academic Attendance Recovery Program | Attendance Recovery Program | \$275,000 | \$300,000 | 8/29/2018 | 6/30/2019 |
| 70 | Exceptional Home Healthcare | Pupil Support Services | Will provide nursing services to students at no cost to the District funded by parents' insurance. No cost to the District. Executed agreement ensures transfer of liability. | Health Services | \$0 | \$0 | 7/1/2018 | 6/30/2019 |
| 71 | Lindsey Etheridge | Pupil Support Services | Provide i3 grant related consultation. | Health Services | \$7,000 | \$20,000 | 7/1/2018 | 6/30/2019 |
| 72 | Mike Perry | Pupil Support Services | Provide training on deescalation techniques and classroom management. Works hands on to support teachers and administrators. | Health Services | - | \$25,000 | 7/1/2018 | 6/30/2019 |
| 73 | Neutral Ground | Pupil Support Services | Restorative practices and violence prevention services | Site Discretionary | \$84,500 | \$84,000 | 7/1/2018 | 6/30/2019 |
| 74 | OCAPICA | Pupil Support Services | Restorative practices and violence prevention services | Site Discretionary | \$46,894 | \$54,210 | 7/1/2018 | 6/30/2019 |
| 75 | OCDE | Pupil Support Services | Restorative practices services | Site Discretionary | \$498,054 | \$505,500 | 7/1/2018 | 6/30/2019 |
| 76 | OCDE: Safe Schools and Support Services | Pupil Support Services | Mental health services for general and special education high school students in need of tier 3 mental health and crisis interventions. | General Fund | \$1,144,266 | \$982,940 | 7/1/2018 | 6/30/2019 |
| 77 | OCDE: Safe Schools and Support Services (Site Funded) | Pupil Support Services | Mental health services for students and family | Site Discretionary | \$428,696 | \$324,733 | 7/1/2018 | 6/30/2019 |

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| 78 | Project Kinship | Pupil Support Services | Restorative practices and violence prevention services | Site Discretionary | \$257,887 | \$337,965 | 7/1/2018 | 6/30/2019 |
| 79 | Randolph Jones, M.D. | Pupil Support Services | Will provide written individual prescriptions for physical, occupational, and speech therapies for students needing these services. | Health Services | \$30,000 | \$30,000 | 7/1/2018 | 6/30/2019 |
| 80 | Turning Point Center for Families | Pupil Support Services | School-based counseling and therapeutic services for students | Site Discretionary | \$161,850 | \$98,775 | 8/29/2018 | 6/30/2019 |
| 81 | WestEd | Pupil Support Services | Healthy Kids survey | Health Services | \$24,821 | \$24,821 | 7/1/2018 | 6/30/2019 |
| 82 | Western Youth Psychological Services | Pupil Support Services | Mental health services support (mental health clinicians and/or social workers) for elementary school sites. | Site Discretionary | \$228,000 | \$228,000 | 7/1/2018 | 6/30/2019 |
| 83 | Document Tracking Services, LLC | Research and Evaluation | Will provide services to assist the District in preparing the School Accountability Report Cards (SARC) via a web-based application that will customize and pre-populate online templates to produce school and District reports to comply with State and Federal regulations. | General Fund | \$23,555 | \$23,555 | 7/1/2018 | 6/30/2019 |
| 84 | AON Global Risk Consulting | Risk Management | Will provide actuarial study of Workers' Compensation Program as of June 30, 2017. | Self-Insurance Fund | \$5,000 | \$6,000 | 7/1/2018 | 6/30/2019 |
| 85 | Dr. Manny Tau | Risk Management | Will provide services related to workplace violence and threat management and training to include skill development, behavioral interventions, and threat assessments. | Self-Insurance Fund | \$15,000 | \$15,000 | 7/1/2018 | 6/30/2019 |
| 86 | Total Compensation Systems, Inc. | Risk Management | Will provide GASB 45 Actuarial Study of Post-Employment Benefits as of June 30, 2016. | General Fund | \$12,000 | \$12,000 | 7/1/2018 | 6/30/2019 |
| 87 | Eric Wayne Gruver, Ph.D. | School Police | Will conduct pre-employment psychological evaluations for School Police Department staff. | General Fund | \$7,500 | \$7,500 | 7/1/2018 | 6/30/2019 |
| 88 | Gaggle.Net, Inc. | School Police | Will provide 24/7 content analysis of the District's google domain to review suspicious or questionable content on an "as needed" basis. | General Fund | \$186,968 | \$200,000 | 7/1/2018 | 6/30/2019 |
| 89 | Lexpol, LLC | School Police | Will provide services and updates for development of procedures manual for SAUSD School Police Services. | General Fund | \$6,248 | \$6,748 | 7/1/2018 | 6/30/2019 |
| 90 | RCS Investigations & Consulting, LLC | School Police | Will conduct pre-employment background investigations for School Police Department staff. | General Fund | \$20,000 | \$20,000 | 7/1/2018 | 6/30/2019 |
| 91 | Sun Ridge Systems | School Police | RIMS Audit and Refresher Training for School Police | General Fund | \$0 | \$9,000 | 8/16/2018 | 6/30/2019 |
| 92 | Rodolfo Gomez | Special Ed | Will provide mental health counseling for students. | Mental Health Special Ed. | \$64,260 | \$64,260 | 7/1/2018 | 6/30/2019 |
| 93 | Abby Rozenberg | Special Ed | Will provide Independent Educational Evaluations in the area of speech and language for special education students. | Special Ed. | \$4,000 | \$4,000 | 7/1/2018 | 6/30/2019 |
| 94 | Agatha Theresa (Katie) Rivkind | Special Ed | Will provide mental health counseling for students. | Mental Health Special Ed. | \$49,275 | \$39,623 | 7/1/2018 | 6/30/2019 |
| 95 | Amanda Carrera | Special Ed | Clinical assessment, treatment, and intervention for students on assigned caseload consistent with IEP goals and for the purpose of resolving intrapersonal and interpersonal conflict and changing perceptions, attitudes, and behaviors in the area of human relationships and family life | Special Ed. | \$79,245 | \$79,245 | 7/1/2018 | 6/30/2019 |
| 96 | Andrea Baird | Special Ed | Will provide mental health counseling for students. | Mental Health Special Ed. | \$79,245 | \$79,245 | 7/1/2018 | 6/30/2019 |
| 97 | April Malden | Special Ed | Will provide mental health counseling for students. | Mental Health Special Ed. | \$79,245 | \$79,245 | 7/1/2018 | 6/30/2019 |
| 98 | Barbara Penwarden dba Braille to Go | Special Ed | Will provide Braille transcription for special education. | Special Ed. | \$7,000 | \$7,000 | 7/1/2018 | 6/30/2019 |
| 99 | Beatrice Braun | Special Ed | Will provide an individual educational evaluation per student's IEP in the area of audiology. | Special Ed. | \$1,500 | \$1,500 | 7/1/2018 | 6/30/2019 |
| 100 | Beth Ballinger | Special Ed | Will provide an individual educational evaluation per student's IEP in the area of vision. | Special Ed. | \$1,600 | \$1,600 | 7/1/2018 | 6/30/2019 |
| 101 | Bill Lane & Associates | Special Ed | Will provide transportation services for special education students to Residential Treatment Centers. | Special Ed. | \$0 | \$20,000 | 7/1/2018 | 6/30/2019 |
| 102 | Brain Learning Psychological Corporation | Special Ed | Independent Educational Evaluation (IEE) in psychological/educational areas for students with disabilities | Special Ed. | \$5,000 | \$10,000 | 7/1/2018 | 6/30/2019 |
| 103 | Brittany Astrom | Special Ed | Will provide mental health counseling services for special education students. | Special Ed. | \$23,774 | \$79,245 | 7/1/2018 | 6/30/2019 |
| 104 | Charles R. Spicer dba Center for Growth and Change, Inc. | Special Ed | Will provide mental health counseling for students. | Mental Health Special Ed. | \$64,260 | \$49,275 | 7/1/2018 | 6/30/2019 |
| 105 | Cindy Cottler dba Augmentative Communication Therapies | Special Ed | Will provide an Augmentative Alternative Communication Evaluation/Independent Educational Evaluation for a special education student. | Special Ed. | \$5,000 | \$5,000 | 7/1/2018 | 6/30/2019 |
| 106 | CJT Enterprises, Inc. | Special Ed | Will provide specialized equipment/technology for students with severe disabilities. | Special Ed. | \$4,600 | \$4,600 | 7/1/2018 | 6/30/2019 |
| 107 | Cornerstone Therapies | Special Ed | Will provide Independent Education Evaluations for special education students. | Special Ed. | \$12,000 | \$12,000 | 7/1/2018 | 6/30/2019 |
| 108 | Darlene Kosinski | Special Ed | Will provide mental health services for special education students in accordance with the students' Individualized Education Programs (IEPs). | Special Ed. | \$0 | \$79,245 | 7/1/2018 | 6/30/2019 |
| 109 | Dayle McIntosh Center | Special Ed | Will provide American Sign Language (ASL) interpreters at special education meetings, trainings, and/or events for students with disabilities | Gen. Ed. | \$4,500 | \$5,000 | 7/1/2018 | 6/30/2019 |

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| 110 | De Vida G. Gill dba Mahogany Vida Unlimited, LLC | Special Ed | Will provide mental health counseling for students. | Mental Health Special Ed. | \$79,245 | \$79,245 | 7/1/2018 | 6/30/2019 |
| 111 | Debra Solseng | Special Ed | Will provide mental health counseling for students. | Mental Health Special Ed. | \$64,260 | \$64,260 | 7/1/2018 | 6/30/2019 |
| 112 | Denise M. Eckman, Psy.D. | Special Ed | Independent Educational Evaluation (IEE) in psychological/educational areas for students with disabilities | Special Ed. | \$0 | \$15,000 | 7/1/2018 | 6/30/2019 |
| 113 | Dr. Robin Morris | Special Ed | Will provide psycho-educational independent educational evaluations for special education students. | Special Ed. | \$4,000 | \$4,000 | 7/1/2018 | 6/30/2019 |
| 114 | Frank Miscione | Special Ed | Will provide mental health counseling for students. | Mental Health Special Ed. | \$49,275 | \$49,275 | 7/1/2018 | 6/30/2019 |
| 115 | Franklyn Beisey | Special Ed | Will provide mental health counseling services for special education students. | Special Ed. | \$64,320 | \$79,245 | 7/1/2018 | 6/30/2019 |
| 116 | Haynes Family of Programs | Special Ed | Independent Educational Evaluation (IEE) and/or Functional Behavioral Assessment (FBA) for students with disabilities | Special Ed. | \$0 | \$10,000 | 7/1/2018 | 6/30/2019 |
| 117 | Hear Now at Abramson Audiology | Special Ed | Will provide an Independent Educational Evaluation to a special education student per the student's Individualized Education Program. | Special Ed. | \$1,500 | \$1,500 | 7/1/2018 | 6/30/2019 |
| 118 | Hollar Speech and Language | Special Ed | Speech Independent Educational Evaluations (IEEs) for students with disabilities in accordance to students' Individualized Education Programs (IEPs). | Special Ed. | \$0 | \$10,000 | 7/1/2018 | 6/30/2019 |
| 119 | Janice Casteel | Special Ed | Will provide Independent Educational Evaluations for special education students. | Special Ed. | \$12,000 | \$12,000 | 7/1/2018 | 6/30/2019 |
| 120 | Jena Reynolds | Special Ed | Will provide mental health counseling for students. | Mental Health Special Ed. | \$64,260 | \$64,260 | 7/1/2018 | 6/30/2019 |
| 121 | Jill Hogan | Special Ed | Will provide mental health counseling for students with disabilities. | Mental Health Special Ed. | \$76,260 | \$76,260 | 7/1/2018 | 6/30/2019 |
| 122 | Kathleen Lourenco | Special Ed | Will provide mental health counseling for students. | Mental Health Special Ed. | \$41,783 | \$31,698 | 7/1/2018 | 6/30/2019 |
| 123 | Language Network, Inc. | Special Ed | Will provide professional interpreters and translators for student's IEPs whose primary language is something other than what the District staff can provide. | Special Ed. | \$10,000 | \$20,000 | 7/1/2018 | 6/30/2019 |
| 124 | Leigh Perales | Special Ed | Will provide behavioral health support for students to develop and use appropriate behavioral interaction in the classroom and in other school environments. | Mental Health Special Ed. | \$40,000 | \$20,000 | 7/1/2018 | 6/30/2019 |
| 125 | Linda Robertson | Special Ed | Will provide mental health counseling for students. | Special Ed. | \$49,275 | \$49,275 | 7/1/2018 | 6/30/2019 |
| 126 | Lisa Hartman | Special Ed | Will provide mental health counseling for students. | Mental Health Special Ed. | \$22,478 | \$39,623 | 7/1/2018 | 6/30/2019 |
| 127 | Marc Purchin, MBA | Special Ed | Facilitation of special education parent meetings and other staff meetings as appropriate, toward timely resolution of issues. | Special Ed. | \$0 | \$10,000 | 7/1/2018 | 6/30/2019 |
| 128 | Matthew Williams Enterprises, LLC | Special Ed | Will provide Braille transcription for special education. | Special Ed. | \$25,000 | \$25,000 | 7/1/2018 | 6/30/2019 |
| 129 | Maxim Healthcare | Special Ed | Will provide occupational and speech therapy in accordance with the students' Individualized Education Programs (IEPs). | Special Ed. | \$35,503 | \$35,503 | 7/1/2018 | 6/30/2019 |
| 130 | Michael, R Hass, Ph.D. | Special Ed | Independent Educational Evaluation (IEE) and/or Functional Behavioral Assessment (FBA) for students with disabilities | Special Ed. | \$0 | \$10,000 | 7/1/2018 | 6/30/2019 |
| 131 | Michelle Roth | Special Ed | Will provide mental health counseling for students. | Mental Health Special Ed. | \$29,970 | \$29,970 | 7/1/2018 | 6/30/2019 |
| 132 | Monica Cruz | Special Ed | Clinical mental health support to students by conduction a mental health assessment and follow the treatment plan per the students' Individualized Education Program. | Special Ed. | \$0 | \$79,245 | 7/1/2018 | 6/30/2019 |
| 133 | Monica Sedberry | Special Ed | Will provide mental health counseling for students. | Mental Health Special Ed. | \$79,245 | \$79,245 | 7/1/2018 | 6/30/2019 |
| 134 | Nancy Aliff | Special Ed | Independent Educational Evaluation (IEE) and/or Functional Behavioral Assessment (FBA) for students with disabilities | Special Ed | \$0 | \$5,000 | 8/28/2018 | 6/30/2019 |
| 135 | Orange County Department of Education | Special Ed | Special education services for the District's students requiring very intensive services, including secondary students who are deaf or hearing impaired | Special Ed. | \$3,092,605 | \$3,092,605 | 7/1/2018 | 6/30/2019 |
| 136 | Orange County Department of Education | Special Ed | Orientation and mobility services for students who are visually impaired. | Special Ed. | \$95,422 | \$95,422 | 7/1/2018 | 6/30/2019 |
| 137 | Paul Alan Dore | Special Ed | Will provide psycho-educational Independent Educational Evaluations to special education student. | Special Ed. | \$4,000 | \$4,000 | 7/1/2018 | 6/30/2019 |
| 138 | Paul Arata | Special Ed | Will provide mental health counseling for students. | Mental Health Special Ed. | \$79,245 | \$79,245 | 7/1/2018 | 6/30/2019 |
| 139 | Perry David Passaro | Special Ed | Will provide Independent Educational Evaluations in the area of psychological/educational for special education students. | Special Ed. | \$24,500 | \$15,000 | 7/1/2018 | 6/30/2019 |
| 140 | Positive Behavior Supports, Corp. | Special Ed | Independent Educational Evaluations (IEEs) and Applied Behavior Analysis (ABA) for students with disabilities in accordance to students' Individualized Education Programs (IEPs). | Special Ed. | \$0 | \$10,000 | 7/1/2018 | 6/30/2019 |

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| 141 | Premier Healthcare Agency | Special Ed | Will provide nursing services to students at no cost to the District funded by parents' insurance. No cost to the District. Executed agreement ensures transfer of liability. | Health Services | \$0 | \$0 | 7/1/2018 | 6/30/2019 |
| 142 | Rebecca Segura | Special Ed | Will provide mental health counseling services for special education students. | Special Ed. | \$25,000 | \$79,245 | 7/1/2018 | 6/30/2019 |
| 143 | San Joaquin County Office of Education | Special Ed | Annual fee for the use of the Special Education Information System (SEIS) and Desired Results Development Profile (DRDP) feature including Annual Maintenance Integration Services and Programming fees for OC-State forms. | Special Ed. | \$53,753 | \$53,753 | 7/1/2018 | 6/30/2019 |
| 144 | Scott Larson | Special Ed | Will provide an independent educational evaluation for a special education student. | Special Ed. | \$4,000 | \$4,000 | 7/1/2018 | 6/30/2019 |
| 145 | Southern California College of Optometry | Special Ed | Will provide a vision assessment and therapy for special education students. | Special Ed. | \$1,000 | \$1,000 | 7/1/2018 | 6/30/2019 |
| 146 | Stephen Valdez | Special Ed | Will provide psycho-educational Independent Educational Evaluations to special education student. | Special Ed. | \$5,000 | \$5,000 | 7/1/2018 | 6/30/2019 |
| 147 | Stepping Stones Therapy, Inc. | Special Ed | Will provide an independent educational evaluation in the area of speech and language for a special education student. | Special Ed. | \$3,600 | \$3,600 | 7/1/2018 | 6/30/2019 |
| 148 | Steven Moody | Special Ed | Will provide mental health counseling for students. | Mental Health Special Ed. | \$49,275 | \$31,698 | 7/1/2018 | 6/30/2019 |
| 149 | Susanne M. Smith Roley | Special Ed | Will provide Independent Educational Evaluations in the area of occupational therapy for special education students. | Special Ed. | \$5,000 | \$5,000 | 7/1/2018 | 6/30/2019 |
| 150 | Tammy Shelton | Special Ed | Will provide mental health counseling for students. | Mental Health Special Ed. | \$79,245 | \$79,245 | 7/1/2018 | 6/30/2019 |
| 151 | Tara Lowe | Special Ed | Will provide mental health counseling for students. | Mental Health Special Ed. | \$41,783 | \$49,275 | 7/1/2018 | 6/30/2019 |
| 152 | Veronica Olvera, Psy.D. | Special Ed | Independent Educational Evaluations (IEEs) for students with disabilities in accordance to students' Individualized Education Programs (IEPs) | Special Ed. | \$0 | \$10,000 | 7/1/2018 | 6/30/2019 |
| 153 | West Shield Adolescent Services | Special Ed | Will provide transportation services for special education students to Residential Treatment Centers. | Special Ed. | \$18,000 | \$20,000 | 7/1/2018 | 6/30/2019 |
| 154 | Dayle McIntosh Center | Superintendent's Office | Will provide American Sign Language (ASL) interpreters at Board meetings and/or events for visitors requesting ASL services on an "as needed" basis. | General Fund | \$20,000 | \$11,300 | 7/1/2018 | 6/30/2019 |
| 155 | Dr. Maria G. Ott, Ph. D. | Superintendent's Office | Will facilitate the Superintendent's annual performance evaluation. | General Fund | \$4,500 | \$4,500 | 7/1/2018 | 6/30/2019 |
| 156 | LaVonna, Inc. | Teacher Induction | Speaking engagement at Calvary Chapel School | Title II | \$0 | \$6,500 | 8/1/2018 | 8/30/2018 |
| 157 | Mary Funaoka | Teacher Induction | Four day coaching training for site-based coaches who work with teachers in supporting & strengthening classroom instruction | Title II | \$0 | \$10,000 | 7/1/2018 | 6/30/2019 |
| 158 | California School Management Group, Inc. | Technology Innovation Services | Will provide professional services for E-Rate projects, to deliver end-to-end solutions, to ensure FCC compliance and maximum funding for the District's E-Rate program; as well as preparation of all FCC documentation, main point of contact, prepare and present applicable audit documentation, and advise on any FCC appeals, on an "as needed" basis. As a one-time addendum, a telecommunication audit is included to reconcile telephone billing as we transition from digital to Voice over Internet Protocol (VoIP) telephone service based on the Session Initiation Protocol (SIP). | General Fund | \$110,000 | \$85,000 | 7/1/2018 | 6/30/2019 |
| 159 | DT-Comp, Inc. | Technology Innovation Services | Will provide professional services to support and maintain mission critical applications, including Active Directory, disaster recovery, and forensic discovery, etc., on an "as needed" basis at a rate of \$145 per hour. | General Fund | \$25,000 | \$25,000 | 7/1/2018 | 6/30/2019 |
| 160 | Eagle Software | Technology Innovation Services | Will provide professional services and support for AERIES Student Information System group training for staff and direct training in subject areas, such as Master Schedule, that require a high level of expertise and experience, on an "as needed" basis. | General Fund | \$7,500 | \$9,000 | 7/1/2018 | 6/30/2019 |
| 161 | NMK Corporation | Technology Innovation Services | Will provide professional services to support mission critical services in tier model to support the SAUSD LAN and WAN network infrastructure. This includes after-hours support for network equipment component failures, troubleshooting, and resolution on an "as needed" basis at a rate of \$125 per hour. | General Fund | \$25,000 | \$25,000 | 7/1/2018 | 6/30/2019 |
| 162 | Orange County Department of Education | Technology Innovation Services | Network Support Services | General Fund | \$2,350 | \$2,350 | 7/1/2018 | 6/30/2019 |

Subtotal
\$19,769,968
2018/19 Consultants
\$21,350,052

Independent Contractor Agreement

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRRICT,” and **School Services of California, 1121 L Street, Suite 1060, Sacramento, CA 95814** hereinafter referred to as “CONTRACTOR.”

WHEREAS, DISTRRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRRICT is in need of such special services and advice; and WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Total compensation and salary compaction study of the District’s management job classification as outlined in Exhibit A.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on **10/10/2018** and will diligently perform as required and complete performance by **4/30/2019**.

3. **Compensation:** DISTRRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Twenty Seven Thousand Dollars (\$27,000).

4. **Expenses:** DISTRRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRRICT, except as follows: Actual out-of-pocket expenses incurred, such as travel, meals, shipping and duplication of materials.

5. **Independent Contractor:** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and

all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

6. **Materials:** CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: N/A.

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

7. **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:

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

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 – Scope of Work
- Exhibit B – Comparative Districts
- Exhibit C – Job Classifications

THIS AGREEMENT IS ENTERED INTO THIS 10TH DAY OF OCTOBER, 2018.

DISTRICT:

CONTRACTOR:

By:

Signature

By:



Signature

Jonathan Geiszler

Printed Name

Sheila G. Vickers

Printed Name

Director of Purchasing

Title

Vice President

Title

Date Signed

September 26, 2018

Date Signed

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

Exhibit A

Scope of Work

Total Compensation and Salary Compaction Study of the District's management job classifications. Our staff is qualified to provide an expert, impartial analysis of the total compensation (salaries and benefits) for each benchmark certificated and classified management job classification (listed in Exhibit C) in the District as compared to other school districts with similar characteristics.

Total Compensation Study

Issues to be considered during the Total Compensation Study will include:

- Identification of a list of unified school districts in the geographical area for comparing job classifications and compensation (listed in Exhibit B)
- Identification and analysis of the job descriptions and salary levels offered for each benchmark certificated and classified management job classification selected by the District (listed in Exhibit C)
- Determination of how each benchmark job classification compares to that of the other districts in terms of duties and salary levels
- Determination of other benefits offered by each district in the study, including health and welfare benefit contributions, any employer payment of the employee's retirement contribution, and stipends offered
- Comparative ranking of total compensation, which includes salary, health and welfare benefits, stipends, and other identifiable elements of compensation, provided by each school district in the study

-
- Analysis of the salary compaction and/or salary differentials among the District's management job classifications

We rely on the following sources of information to support our work:

Existing Documentation: This process may include the review and analysis of job descriptions, organizational charts, employment agreements, salary and benefit schedules, administrative regulations, and Board Policies.

Data From Comparative Districts: This process includes collecting sufficient data from the comparative districts in the study to determine which job classifications are comparable to the District's job classifications and then calculate the total compensation for the comparison. We will analyze salary schedules, benefit schedules, organizational charts, job descriptions, and other documents as necessary to determine the compensation that each district offers to job classifications similar to those in Attachment B.

Following is an overview of the major task areas that comprise the study activities.

Step 1: Project Orientation

This step will be critical for establishing clear expectations for the project and ensuring that our plan for the work will meet the District's needs. An initial conference call with the District project leaders will be held to review the study's scope, objectives, and approach; revise the proposed work plan as needed; and develop a protocol for future communication. We recognize that the success of this project is dependent on regular communication with the District, and we will work collaboratively and communicate regularly with the project contact(s) to ensure that project goals are met.

Information will be collected from the District, such as organizational charts, job descriptions, and salary and benefit schedules, to determine the salaries and benefits offered to each benchmark certificated and classified management job classification listed in Exhibit C.

Step 2: Total Compensation Study

We will gather the necessary information for the Total Compensation Study from the comparative districts chosen in conjunction with the District and will perform the necessary analysis to create a comparative report for the District's use. The job classifications included in this part of the study will be the certificated and classified management job classifications listed in Exhibit C.

Step 3: Comparison of District Total Compensation to Other Districts

We will review the data collected in Steps 1 and 2 for analysis and to make observations about the District's current salary and benefit schedules when compared to the other districts chosen for the study. We will answer the following questions:

- How do the essential duties of these job classifications in the District compare with those of the comparative districts?
- How do the salary levels offered for these job classifications compare to those of other districts examined?
- Do any of the comparative districts pay the employee's contribution to the retirement system, and if so, how much?
- What are the other benefits provided that increase total compensation?
- What is the District's comparative ranking of the total compensation offered as compared to other districts in the comparative group for each of the benchmark job classifications in the study?

We will discuss the preliminary study results with the Assistant Superintendent, Business Services, and/or other staff as designated.

Step 4: Consultant's Report

Our report is expected to be organized in the following manner:

- **Study Objectives and Methodologies:** Detailed discussion of the study objectives in relation to key job description and compensation issues identified. This section will also include an overview of our methodology in conducting the study.
- **Assessment and Comparative Rankings of Total Compensation:** For each of the benchmark job classifications in Exhibit C, a table will be provided listing the similar job classifications in the comparative districts based on the essential duties of each job classification. The District's offered salary, along with the salary offered by each of the comparative districts, will be listed in the table. Each of the total compensation elements identified (health benefit contributions, pension contributions, stipends, etc.) will be added to the salary for each job classification to arrive at a total compensation calculation that compares the District's total compensation to that of the other districts in the study. We will provide a written assessment of the comparative information on total compensation for each of the benchmark job classifications identified.

-
- Assessment of Salary Compaction and/or Differentials Between Management Job Classifications: Results of our analysis of the salary compaction between management job classifications based upon consideration of all elements of monetary compensation.
 - Recommendations: Our recommendations will be provided based upon the comparative analysis above.

Step 5: Final Report and Follow-up

We believe that any consulting study should become a working tool for the agencies we serve.

A draft report will be provided to the Assistant Superintendent, Business Services, or designee for comment upon completion of the analysis. Following delivery of the final report, members of our team will also be available by telephone to address any questions that may arise.

Exhibit B
Comparative Districts

- Capistrano Unified School District (USD)
- Garden Grove USD
- Irvine USD
- Long Beach USD
- Orange USD
- Tustin USD

Exhibit C Job Classifications

28 Job Classifications

| Certificated Management (11 Job Classifications) |
|--|
| Assistant Principal (Elementary<900) |
| Assistant Principal III (Intermediate) |
| Director of Early Childhood Education |
| Director of ELD/Bilingual Programs |
| Director of Professional Learning/Teacher Induction |
| Director of Special Education Services |
| Executive Director of Pupil Support Services |
| Executive Director of secondary Curriculum and Instruction |
| Principal I (Elementary<900) |
| Principal III (Intermediate) |
| Principal IV (High School) |

| Classified Management (17 Job Classifications) |
|--|
| Chief Communications Officer |
| Chief of School Police |
| Coordinator of Research and Evaluation |
| Director of Community Relations |
| Director of Educational Technology |
| Director of Food Services |
| Director of Informational Technology Center |
| Executive Director of Business Operations |
| Executive Director of Human Resources |
| Executive Director of Risk Management |
| Manager Custodial Services |
| Manager of Maintenance and Operations |
| Manager of Network Computer Services |
| Manager of Payroll |
| Manager of Transportation |
| Project Manager |
| Purchasing Manager |

ARCHITECTURAL SERVICES AGREEMENT

This AGREEMENT is made and entered into this 10th day of Oct. in the year 2018 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 Villa Intermediate School Modernization 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 forth 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 March 30, 2019.

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:  _____

By: _____

Jon Alan Baker, FAIA, LEED AP, Partner

Ca. License # C14513

ATTACHMENT “A”

ARCHITECT’S FEE SCHEDULE

PROJECT BUDGETS

The District has identified the following project budget based on the preliminary assessment of District funding eligibility for State modernization funding as follows:

| | State Funding | District Match | TOTAL |
|---------------------------|----------------------|-----------------------|---------------|
| Villa Intermediate School | \$ 6,642,338 | \$4,428,226 | \$ 11,070,564 |

These number constitute the total project budget including hard construction costs as well as soft development costs. Using an estimated District factor of 30% for soft cost budgeting, we would target **the construction budget for the modernization of this campus to be: \$7,749,395**

FEES

BNds proposes to use the following ‘Sliding Fee’ formula for determining the fees for the project. Fees would be based on the estimated construction cost/budget outlined above. Fees will be up- dated as the actual computed construction cost is determined.

Sliding Fee Schedule Based on Construction Costs:

New Construction

9% of the first \$500,000 of computed cost
8-1/2% of the next \$500,000 of computed cost
8% of the next \$1,000,000 of computed cost
7% of the next \$4,000,000 of computed cost
6% of the next \$4,000,000 of computed cost
5% of computed cost in excess of \$10,000,000

Modernization/Renovation

12% of the first \$500,000 of computed cost
11-1 /2% of the next \$500,000 of computed cost
11% of the next \$1,000,000 of computed cost
10% of the next \$4,000,000 of computed cost
9% of the next \$4,000,000 of computed cost
8% of computed cost in excess of \$10,000,000

Based on the above Fee Schedule and the projected scope of work, **the A/E fees are estimated to be: \$784,946.00**

Reimbursable Expenses: \$20,000

Computed Construction Cost: The total award from the initial construction contract(s), plus the cost of all approved additive contract change order items, Construction Management fees, general conditions, bonding, overhead and profit. Each portion of the Project let separately on a segregated bid basis shall be considered a separate Project for purposes of determining the fee.

ATTACHMENT “B”

SCOPE OF WORK

The scope of work to be completed under this phase of modernization will be dictated by the available funding and the District’s determination of the highest priority needs of the campus.

SCOPE OF SERVICES

SCHEMATIC DESIGN

- Conduct detailed program meetings with designated subject matter experts to finalize building program and scope of work priorities.
- Develop preliminary site and space planning alternatives to address programmatic needs of the campus.
- Develop preliminary site and space planning alternatives to improve existing facilities, systems and operational conditions identified as campus needs.
- Preliminary code analysis including ADA compliance.
- Provide design drawings of the Project for presentation to the District for review and approval.
- Prepare a preliminary estimate of probable construction costs.
- Prepare overall project development timeline schedule.

DESIGN DEVELOPMENT

- Based on Owner’s direction, develop design concepts with preliminary engineering of systems, materials and assemblies.
- Preliminary layout of mechanical, plumbing and electrical systems.
- Prepare preliminary specifications
- Develop preliminary phasing plan for the construction of identified improvements.
- Prepare up-date of estimate of probable construction costs.

CONSTRUCTION DOCUMENTS

- Prepare working drawings and specifications as are necessary for obtaining approval by governing agencies.
- Documents shall describe the work to be done including: structural, mechanical, plumbing, electrical and civil engineering.
- Prepare final project technical specifications.

AGENCY/ PERMITTING

- Identify all agencies having jurisdiction over project.
- Prepare design documents, drawings and specifications to applicable requirements.
- Use best professional efforts to interpret and apply current ADA requirements.
- Submit and Obtain approval for project drawings and specifications from Agencies having jurisdiction over the project including DSA, CDE, OPSC and applicable local authorities.

CONSTRUCTION ADMINISTRATION

- Assist District with bidding of the work.
- Conduct pre-bid and pre-construction conferences
- Provide construction administration services
- Attend job-site meetings as required
- Prepare document clarifications, change requests, change orders, etc.
- Review contractor payment applications
- Prepare preliminary punch-list
-

EXCLUSIONS/OWNER PROVIDED ITEMS

- Reproduction of documents for Agency approval, bidding and construction can be paid by the District or provided as a reimbursable expense by BNds to the District.
- District will provide all record documents of existing site conditions including campus as- builts, site survey, and soils report.
- All agency fees will be paid directly by the District.
- New site boundary and topographic survey will be provided by the District.
- Preparation or processing of documentation/applications for LEED or CHPS certification.
- Engineering and calculations for the seismic up-grading of existing buildings.
- Fire sprinkler design and engineering.
- Off-site improvements in the public right-of-way.
- SWPPP and/or storm water management responsibilities during construction.
- Compliance documentation, reports, or commissioning of equipment installed in our design or as noted in section 5.410.2 of the California 2013 Green Building Standards Code.
- Design of alternative energy sources.
- Design of interim housing.
- Landscape and irrigation design.

Independent Contractor Agreement

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRRICT,” and **Davis Demographics, 11850 Pierce Street, Suite 200, Riverside, CA 92505** hereinafter referred to as “CONTRACTOR.”

WHEREAS, DISTRRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRRICT is in need of such special services and advice; and WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:**

- Update main GIS data layers (i.e. streets, parcels. etc.)
- Maintain GIS layer of existing attendance zones, planning areas and school site locations.
- Geocode (map) current student data for Santa Ana USD (early October CBEDS)
- Research and analysis of other relevant demographic statistics for use in preparing student projection variables (i.e. historical birth data, migration trends, etc.)
- Residential Development Project information and timing.
- Collecting Information on Individual Site Capacities
- Preparation of 7-year residence-based student forecasts, summarized by grade level for each planning area, attendance zone and district-wide.
- Preparation of 2-year forecasts by school of enrollment (aka staffing projections)
- Comprehensive report (ten hardcopies and Adobe PDF file) including:
 - Relevant district background, past enrollment trends and demographic profile
 - Data sources and use with appropriate tables and charts
 - Detailed forecast methodology discussion
 - Enrollment projection results

- Open enrollment reports illustrating impact of resident vs. attending enrollment
- Appropriate maps illustrating existing planning areas and attendance zones, with thematic maps showing areas of growth, student density and socio-economic characteristics
- Two onsite visits, one for a kickoff meeting and new housing research, the second onsite visit for a presentation to the School Board or Cabinet/Principals upon completion of the study
- District access to all GIS data for use with DISTRICT's existing GIS software tools (Esri ArcGIS and Davis Demographics' SchoolSite software).

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

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on 10/10/2018 and will diligently perform as required and complete performance by 6/30/2019.

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Thirty-Eight Thousand One Hundred Thirty Eight Dollars (\$38,138).

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:** All report formats and software application programs remain the property of CONTRACTOR. The DISTRICT may make as many duplicates of any hardcopy maps and reports as may be deemed necessary for its business use. The performance of the services in this AGREEMENT may require CONTRACTOR to execute a separate end user license agreement directly with a third party vendor for the use of certain computer mapping data. The cost of such data and/or license is included in this AGREEMENT and shall be used by CONTRACTOR to provide the services herein. The DISTRICT does not receive automatic access or use of this map data during or after completion of the services unless clearly stated in this AGREEMENT. If map data is made available and transferred to the DISTRICT, it is

expressly understood that such data developed by CONTRACTOR, and/or licensed from, outside data providers is for DISTRICT free unlimited internal use only, and may not be reproduced, distributed or released by the DISTRICT to any third parties without the written consent of CONTRACTOR and the data providers.

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:

**Davis Demographics
11850 Pierce Street, Suite 200
Riverside, CA 92505**

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 10TH DAY OF OCTOBER, 2018.

DISTRICT:

CONTRACTOR:

By:

Signature

Jonathan Geiszler

Printed Name

Director of Purchasing

Title

Date Signed

By:



Signature

GREGORY H. DAVIS

Printed Name

PRESIDENT

Title

SEPT. 25, 2018

Date Signed

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

Independent Contractor Agreement

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT,” and DLR Group, 1650 Spruce Street, Suite 300, Riverside, CA 92507 hereinafter referred to as “CONTRACTOR.”

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:**

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

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on **10/10/2018** and will diligently perform as required and complete performance by **6/30/2019**.

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Fifty Thousand Dollars (\$50,000), at the rates listed in Exhibit A.

4. **Expenses:** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: reproduction, postage and shipment of drawings, specifications and other documents for agency approval, travel to the District, school sites and Sacramento as requested.

5. **Independent Contractor:** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

6. **Materials:** CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: N/A.
CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

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

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

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

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

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

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

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

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

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the

CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within **TEN (10)** days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the **TEN (10)** days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

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

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

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in

any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

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

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:

**DLR Group
1650 Spruce Street, Suite 300
Riverside, CA 92507**

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 10TH DAY OF OCTOBER, 2018.

DISTRICT:

CONTRACTOR:

By:

Signature

Jonathan Geiszler


Printed Name

Director of Purchasing

Title

Date Signed

By:



Signature

Kevin S. Fleming

Printed Name

Principal

Title

September 20, 2018

Date Signed

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

Exhibit A
Hourly Rate Schedule

| | |
|----------------------|-------|
| Discipline Leader | \$235 |
| Senior Professional | \$175 |
| Professional | \$145 |
| Professional Support | \$115 |
| Technical | \$ 90 |
| Clerical | \$ 70 |

Independent Contractor Agreement

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT,” and Ghataode Bannon Architects, LLP, 760 W. 16TH Street, Unit B, Costa Mesa, CA 92627 hereinafter referred to as “CONTRACTOR.”

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:**

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

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on **10/10/2018** and will diligently perform as required and complete performance by **6/30/2019**.

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Fifty Thousand Dollars (\$50,000), at the rates listed in Exhibit A.

4. **Expenses:** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: reproduction, postage and shipment of drawings, specifications and other documents for agency approval, travel to the District, school sites and Sacramento as requested.

5. **Independent Contractor:** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

6. **Materials:** CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: N/A.

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

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

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

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

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

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

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

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

11. **Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner. DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the

CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within **TEN (10)** days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the **TEN (10)** days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

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

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

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in

any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

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

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:

**Ghataode Bannon Architects, LLP
760 W. 16th Street, Unit B
Costa Mesa, CA 92627**

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

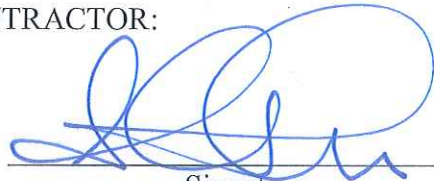
THIS AGREEMENT IS ENTERED INTO THIS 10TH DAY OF OCTOBER, 2018.

DISTRICT:

CONTRACTOR:

By:

By:



Signature

Signature

Jonathan Geiszler

Sushila Ghataode

Printed Name

Printed Name

Director of Purchasing

Partner

Title

Title

Date Signed

9/24/2018

Date Signed

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

Exhibit A
Hourly Rate Schedule

Schedule of Hourly Professional Fees
January, 2018

| | |
|--|-------------------|
| Principal | \$250.00 per hour |
| Project Manager | \$205.00 per hour |
| Project Architect/Senior Technical Personnel | \$190.00 per hour |
| Job Captain/Intermediate Technical Personnel | \$155.00 per hour |
| Drafter/Junior Technical Personnel | \$125.00 per hour |
| Architect Intern | \$125.00 per hour |
| Administrative Personnel | \$95.00 per hour |
| Engineer | \$205.00 per hour |

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Independent Contractor Agreement

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

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; WHEREAS, DISTRICT is in need of such special services and advice; and WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:**

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

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on **10/10/2018** and will diligently perform as required and complete performance by **6/30/2019**.

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Fifty Thousand Dollars (\$50,000), at the rates listed in Exhibit A.

4. **Expenses:** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: reproduction, postage and shipment of drawings, specifications and other documents for agency approval, travel to the District, school sites and Sacramento as requested.

5. **Independent Contractor:** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

6. **Materials:** CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: N/A.

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

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

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

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

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

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

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

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

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

(b) **Notice of Potential Conflict.** If any such actual or potential conflict of interest arises under

this AGREEMENT, CONTRACTOR shall immediately inform the DISTRICT in writing of such conflict.

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

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

14. **Hold Harmless:** CONTRACTOR agrees to and does hereby indemnify and hold harmless the DISTRICT and its governing board, officers, employees and agents, pursuant to the provisions of Civil Code §2782.8 from claims made and liability, loss, damage or expense, which may be incurred by reason of:

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

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

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

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

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

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

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

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

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

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

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

from again constituting a violation of such term or condition.

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

DISTRICT:

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

CONTRACTOR:

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

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

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

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

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

- Exhibit A – Hourly Rate Schedule

THIS AGREEMENT IS ENTERED INTO THIS 10TH DAY OF OCTOBER, 2018.

DISTRICT:

CONTRACTOR:

By:

Signature

By:

Kevin Wilkeson

Signature

Jonathan Geiszler

Printed Name

KEVIN WILKESON

Printed Name *MC*

Director of Purchasing

Title

PRINCIPAL

Title

Date Signed

Date Signed

SEPTEMBER 24th, 2018

Date Signed

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

Exhibit A Hourly Rate Schedule



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

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

These are the current hourly rates effective July 1, 2018 through June 30, 2019 and are subject to change one time annually effective July 1st

Independent Contractor Agreement

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT,” and **Lentz Morrissey Architecture Incorporated, 204 N. Broadway Suite F, Santa Ana, CA 92701** hereinafter referred to as “CONTRACTOR.”

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:**

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

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on **10/10/2018** and will diligently perform as required and complete performance by **6/30/2019**.

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Fifty Thousand Dollars (\$50,000), at the rates listed in Exhibit A.

4. **Expenses:** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: reproduction, postage and shipment of drawings, specifications and other documents for agency approval, travel to the District, school sites and Sacramento as requested.

5. **Independent Contractor:** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

6. **Materials:** CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: N/A.
CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

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

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

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

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

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

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

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

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

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the

CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within **TEN (10)** days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the **TEN (10)** days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

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

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

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in

any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

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

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:

**Lentz Morrissey Architecture Inc.
204 N. Broadway Suite F
Santa Ana, CA 92701**

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 10TH DAY OF OCTOBER, 2018.

DISTRICT:

CONTRACTOR:

By:

Signature

Jonathan Geiszler

Printed Name

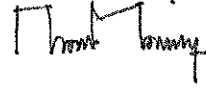
Director of Purchasing

Title

Date Signed

By:

Digitally signed by
Thomas Morrissey
Date: 2018.09.19
17:26:14-07'00'



Signature

Thomas Morrissey, AIA LEED BD+C

Printed Name

President

Title

9-19-2018

Date Signed

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

Exhibit A
Hourly Rate Schedule

| | |
|--------------------------------|----------|
| Principal | \$185.00 |
| Senior Project Manager | \$155.00 |
| Senior Designer | \$140.00 |
| Project Manager | \$130.00 |
| Project Architect/ Job Captain | \$120.00 |
| Project Coordinator | \$110.00 |
| Designer/ Interior Design | \$100.00 |
| CADD Technician | \$95.00 |
| Clerical | \$65.00 |

Independent Contractor Agreement

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT,” and Lionakis, 4000 MacArthur Boulevard, Suite 101, Newport Beach, CA 92660 hereinafter referred to as “CONTRACTOR.”

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:**

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

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on **10/10/2018** and will diligently perform as required and complete performance by **6/30/2019**.

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Fifty Thousand Dollars (\$50,000), at the rates listed in Exhibit A.

4. **Expenses:** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: reproduction, postage and shipment of drawings, specifications and other documents for agency approval, travel to the District, school sites and Sacramento as requested.

5. **Independent Contractor:** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

6. **Materials:** CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: N/A.
CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

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

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

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

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

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

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

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

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

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the

CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within **TEN (10)** days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the **TEN (10)** days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

12. **Hold Harmless:** CONTRACTOR agrees to and does hereby indemnify, and hold harmless the DISTRICT and its governing board, officers, employees and agents from claims, demands, liability, loss, damage or expense, which arise out of, pertain to or relate to:

(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, 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, 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.

With regard to CONTRACTOR's obligation to indemnify the DISTRICT, such obligation does not include providing defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT prior to a final determination of CONTRACTOR's liability, but rather reimburse the DISTRICT for reasonable costs and fees incurred in defending such actions or proceedings which arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the CONTRACTOR, in an amount equal to the finally determined percentage of liability based upon the comparative fault of both parties.

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:

**Lionakis
4000 MacArthur Boulevard, Suite 101
Newport Beach, CA 92660**

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 10TH DAY OF OCTOBER, 2018.

DISTRICT:

CONTRACTOR:

By:

Signature

Jonathan Geiszler

Printed Name

Director of Purchasing

Title

Date Signed

By:

_____ 

Signature

Steven Kendrick

Printed Name

Principal

Title

Date Signed

9/21/2018

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

Exhibit A
Hourly Rate Schedule

Independent Contractor Agreement

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT,” and LPA, Inc., 5161 California Avenue, Suite 100, Irvine, CA 92617 hereinafter referred to as “CONTRACTOR.”

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; WHEREAS, DISTRICT is in need of such special services and advice; and WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:**

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

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on **10/10/2018** and will diligently perform as required and complete performance by **6/30/2019**.

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Fifty Thousand Dollars (\$50,000), at the rates listed in Exhibit A.

4. **Expenses:** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: reproduction, postage and shipment of drawings, specifications and other documents for agency approval, travel to the District, school sites and Sacramento as requested.

5. **Independent Contractor:** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

6. **Materials:** CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: N/A.

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

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

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

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

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

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

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

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

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

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the

CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within **TEN (10)** days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the **TEN (10)** days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

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

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

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in

any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

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

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

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

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

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

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

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

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

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

20. **Non Waiver:** The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall

not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

DISTRICT:

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

CONTRACTOR:

**LPA, Inc.
5161 California Avenue, Suite 100
Irvine, CA 92617**

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

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

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

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

- Exhibit A – Hourly Rate Schedule

THIS AGREEMENT IS ENTERED INTO THIS 10TH DAY OF OCTOBER, 2018.

DISTRICT:

CONTRACTOR:

By:

By:

Signature

Signature

Jonathan Geiszler

Jon Mills

Printed Name

Printed Name

Director of Purchasing

Chief Operating Officer

Title

Title

Date Signed

Date Signed

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

Exhibit A
Hourly Rate Schedule

Principal \$245.00
Director \$215.00
Discipline Director \$205.00
Project Director \$185.00
Project Leader \$165.00
Manager \$145.00
Design Coordinator II \$140.00
Senior Specialist \$120.00
Design Coordinator I \$115.00
Designer III \$105.00
Designer II \$95.00
Specialist \$90.00
Designer I \$85.00
Intern \$70.00

Rates subject to change annually.

ARCHITECTURAL SERVICES AGREEMENT

This AGREEMENT is made and entered into this 26th day of July in the year 2017 by and between the SANTA ANA UNIFIED SCHOOL DISTRICT, hereinafter referred to as “DISTRICT”, and LPA, INC., 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 Spurgeon/ Romero-Cruz School Kindergarten Classroom Conversion project, hereinafter referred to as “PROJECT,” located at various sites in the DISTRICT; and

WHEREAS, ARCHITECT employs architects who are 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 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 December 23, 2018.

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 (for on-site 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 through utility information provided by governmental and utility agencies having jurisdiction, and/or for any design or documentation required to make perpendicular points of connection to existing utility services that may be located on PROJECT site or located immediately off the PROJECT 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.

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 as described in Article IV.

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 so long as such changes are not inconsistent with prior

DISTRICT written directives and approvals. The ARCHITECT shall be prepared to prioritize and prepare a priority list to address critical Program and PROJECT needs for DISTRICT review, direction and approval, as opposed to optional items that may be dropped if there is inadequate Budget for the PROJECT. In some instances, additive and/or deductive bid scope items may be incorporated into the PROJECT, as approved by the DISTRICT. In the case where there are Budget constraints, the ARCHITECT, shall prepare a priority list of critical programmatic needs and items that may be of lesser priority and review the Program with the DISTRICT.

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. To the extent the ARCHITECT is not familiar or does not have experience with any materials or systems designed for the PROJECT, 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. DISTRICT shall be required to provide the ARCHITECT with the DISTRICT standardized criteria and the ARCHITECT shall be able to reasonably rely upon the information provided by the DISTRICT. 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 require as a part of the Construction Documents 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. The ARCHITECT shall incorporate requirements into the PROJECT’s specifications that indicate the above 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 to the extent such alternative funding is available and applicable to the PROJECT scope.

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. However, with regard to matters in which the ARCHITECT is made a party to litigation and there is a conflict of interest as between the DISTRICT and the ARCHITECT, the ARCHITECT’s assistance and attendance will be determined by counsel for 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 applicable 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 observe existing conditions or facilities through site visitation and verify existing drawings of such existing conditions or 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 an acceptable Building Informational Modeling format, such as Autodesk® Revit® and AutoCAD® Civil 3D®) and specifications setting forth, in detail, the requirements for the construction of the entire PROJECT in conformity with all applicable on-site 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 in a minimum of LOD 200, as well as 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 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 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 observation 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 observed or known 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 does not have the authority to stop work, but 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 be the DISTRICT's architectural representative during construction and shall advise and consult with the DISTRICT. 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. The ARCHITECT, however, shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. Without in any way limiting the ARCHITECT's responsibilities and obligations under the law, or this AGREEMENT, the ARCHITECT shall not otherwise be responsible for the Contractor's schedule or failure to carry out the Work in accordance with the Contract Documents.

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 so long as discovery would have made such additional services and costs unnecessary.

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 provide comments and recommendations 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. Excessive submissions by the Contractor of unwarranted and/or incomplete submittals requiring the ARCHITECT's continued review and written communications shall be provided as an Additional Service pursuant to Article III. The ARCHITECT shall obtain prior written approval from the DISTRICT before performing such Additional Service.

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. Change orders resulting from DISTRICT directed changes and/or unforeseen conditions shall be processed by the ARCHITECT as an Additional Service pursuant to Article III. The ARCHITECT shall obtain prior written approval from the DISTRICT before performing such Additional Services

p. The ARCHITECT shall attend a site punch list observation and review of 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, as an Additional Service, 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, unless additional time is requested by the ARCHITECT and approved by the DISTRICT.

u. Intentionally Omitted .

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 require in the Construction Documents for the Contractor to 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 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.

b. 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 Record Drawings, based on the approved as-built plans with accurate and complete redlines and notes, as provided by the Contractor, in the following format.
 - (i) Full-size set of plans
 - (ii) CADD, Revit, or other format mutually agreed to by the DISTRICT and Architect.

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. 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" may be increased annually in accordance with the ARCHITECT's compensation practices, subject to the DISTRICT's approval, which shall not be unreasonably withheld. 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,. The ARCHITECT's compensation is expressly conditioned on the lack of fault of the ARCHITECT.

- g. Providing BIM documents that exceeds LOD 200; and
- H. 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.

6. The DISTRICT shall make payment to the ARCHITECT of approved charges within forty-five (45) days of submission of ARCHITECT's invoices for services completed to the date of the invoice. DISTRICT shall notify ARCHITECT within fourteen (14) days of submission of ARCHITECT's invoices of any disputes over the invoice amount, and in no case shall DISTRICT delay releasing payment of undisputed amount. DISTRICT may retain 150% of the disputed amounts, and the parties shall endeavor to resolve such disputes in a mutually agreeable manner.

7. At DISTRICT's discretion, DISTRICT may provide standards for security and/or a security consultant and ARCHITECT will incorporate into the PROJECT such standards and/or advice from the security consultant. A consultation and recommendations for school security systems to prevent acts of terrorism are not the responsibility of the ARCHITECT.

8. Environmental/Hazardous Material Consultant: If necessary, the DISTRICT shall provide ARCHITECT with a copy of any mitigation measures for the PROJECT adopted by the DISTRICT pursuant to the California Environmental Quality Act. If necessary, the DISTRICT shall retain hazardous materials consultant(s) to prepare necessary contract drawings, and/or specifications for bidding and the ARCHITECT shall coordinate and incorporate such documents into the final Construction Documents for the PROJECT.

9. Technology: If required, the DISTRICT shall furnish technology guidelines to provide the information needed by the ARCHITECT and the ARCHITECT'S electrical engineer to provide a comprehensive technology "backbone" infrastructure system for the PROJECT.

10. Testing: The DISTRICT shall furnish the services of other consultants and Division of State Architect approved inspectors to provide the various tests required by law.

11. The DISTRICT shall furnish, soils/geotechnical surveys, if required for this project.

12. Additional Consultants: The DISTRICT shall furnish the services of additional consultants, above and beyond basic service consultants provided by this AGREEMENT, as determined necessary by the ARCHITECT and DISTRICT, and approved by the DISTRICT.

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. The Construction Cost shall not include any costs that are not specifically referenced in this Article V, Section 2, as approved costs

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 by greater than 5%:

- 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 in addition to those estimates required in Article II, as an Additional Service. The ARCHITECT shall obtain prior written approval from the DISTRICT before performing such Additional Services.

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 BIM files 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.

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. Unless the PARTIES can resolve the dispute amicably within thirty (30) calendar days of written notification of a dispute, the PARTIES shall prepare a written basis for the dispute, and a subsequent meeting shall be convened within fifteen (15) calendar days to discuss the issues among the executive leadership for each PARTY. If the dispute is not resolved as a result of the meeting, the PARTIES agree to immediately pursue alternative dispute resolution in accordance with Article VIII, Section 6 Pending resolution of this dispute, ARCHITECT agrees to continue the work diligently to completion, so long as the DISTRICT continues to make progress payments on all undisputed invoices submitted under this AGREEMENT. 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.

6. All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement shall be decided through mediation as the first method of alternative dispute resolution.

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.

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.

5. The ARCHITECT shall invoice all fees and/or costs monthly for the Basic Services that are provided in accordance with this AGREEMENT from the time the ARCHITECT begins work on the PROJECT. The ARCHITECT shall submit one (1) invoice monthly to the DISTRICT detailing all the fees associated with the applicable progress to completion percentage, reimbursable expenses (if any), and Additional Services (if any) incurred for the monthly billing period. Invoices requesting reimbursement for expenses incurred during the billing period must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (e.g., receipts, invoices), including a copy of the DISTRICT's authorization notice for the invoiced item(s), if applicable. Invoices requesting payment for Additional Services must reflect the negotiated compensation previously approved by the DISTRICT and include a copy of the DISTRICT's written authorization notice approving the Additional Services and the additional compensation approved by the DISTRICT. No payments will be made by the DISTRICT to the ARCHITECT for monthly invoices requesting reimbursable expenses or Additional Services absent the prior written authorization of the DISTRICT. The DISTRICT's prior written authorization, through a formal Contract Amendment, is an express condition precedent to any payment by the DISTRICT for Additional Services or reimbursable expenses and no claim by the ARCHITECT for additional compensation related to Additional Services or reimbursable expenses shall be valid absent such prior written approval by the DISTRICT.

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.

c. Messenger and/or delivery service costs as requested by the DISTRICT.

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 contract 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 reasonably acceptable to the DISTRICT then that individual shall be replaced with an acceptable competent person at the DISTRICT's request.

4. The construction contract 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 contract 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 or other third parties for whom the ARCHITECT is not legally liable. The ARCHITECT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings (other than professional negligence covered by Section c below) that may be brought or instituted against the DISTRICT, its officers, agents, or employees, to the extent such claims, actions, suits, or other proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ARCHITECT, 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. Any costs to defend under this Section b shall not exceed the ARCHITECT's proportionate percentage of fault; and;

c. Professional Liability. If arising out of, pertaining to, or relating to the professional negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify and hold the DISTRICT harmless from any loss, injury to, death of persons or damage to property caused by any act, neglect, default or omission of the 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 negligence, or willful misconduct of the DISTRICT or of other third parties for which the ARCHITECT is not legally liable. With regard to the ARCHITECT's obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorneys' fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT, and such fees and costs shall not exceed the ARCHITECT's proportionate percentage of fault.

d. . The PARTIES understand and agree that Article XIII, Section 2, of this AGREEMENT shall be the sole indemnity, as defined by California Civil Code § 2772, between the DISTRICT and the ARCHITECT related to the PROJECT. Any other indemnity that is attached to this AGREEMENT as part of any EXHIBIT shall be void and unenforceable between the PARTIES.

e. Any attempt to limit the ARCHITECT's liability to the DISTRICT in any of the exhibits or attachments to this AGREEMENT shall be void and unenforceable between the PARTIES.

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 (ten (10) days written notice for cancellation based upon non-payment of premiums) 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 will be rectified in a timely manner.

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.

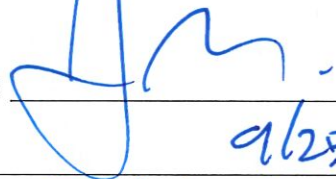
8. Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate 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:

LPA, Inc.

By: 
9/25/18
Jon Mills, AA
COO

Per
SMH
JD

DISTRICT:

Santa Ana Unified School District

By: _____

ATTACHMENT "A"

ARCHITECT'S FEE SCHEDULE

| Phase | Fee (%) | Fee Amount |
|--------------------------------------|----------------|---------------------|
| Schematic Design | 15% | \$ 34,650.00 |
| Construction Docs | 45% | \$103,950.00 |
| DSA / Agency Approval | 6% | \$ 13,860.00 |
| Bidding | 6% | \$ 13,860.00 |
| Construction Admin | 26% | \$ 60,060.00 |
| Project Close-out | 2% | \$ 4,620.00 |
| Optional: Structural Engineering Fee | | \$18,000.00 |
| Reimbursable Expenses | | \$10,000.00 |
| Grand Total | | \$259,000.00 |

ATTACHMENT "B"

SCOPE OF WORK

The project consists of comprehensive services including field investigation, programming, schematic design, design development, construction documents, bidding, and construction administration. The project scope consists of converting two (2) standard classroom spaces within the existing Spurgeon MS Classroom Building into two (2) Kindergarten Classrooms. The project also consists of creating the required Kinder Play yards with enhanced landscape/ screen walls along portions of Fairview and 5th Street.

The estimated hard cost construction budget for this project has not yet been established and will be validated during the initial planning process. The estimated construction cost is to be in the range of \$1,500,000- \$1,650,000, depending on the level of development of the Kinder Play yard and site development around the south/ eastern corner of the site.

0 – GENERAL

During the project, certain activities occur in each phase. These activities, described below, are non-sequential and may not be applicable to all phases of the project. These activities include:

- 0.01 Project Administration services consisting of the following administrative functions:
 - .01 Project-related research.
 - .02 Meetings.
 - .03 Communications.
 - .04 Travel time.
 - .05 Direction of the work of in-house personnel.

- 0.02 Inter Disciplinary Coordination/Document Checking services consisting of the following activities:
 - .01 Coordination between LPA's work and the work of engineering and other involved disciplines for the Project.
 - .02 Review and checking of documents prepared for the Project.

1 – PROGRAMMING/ SCHEMATIC DESIGN

During the Programming/ Schematic Design Phase, LPA, INC. will provide the following services to determine the scope for the construction of the project:

- 1.01 Architectural, Mechanical, Plumbing, Electrical, Civil, and Landscape Design/ Documentation which may include the following:
 - .01 Programming

- .02 Conceptual site and building plans.
- .03 Preliminary elevations.
- .04 Preliminary selection of building systems and materials.
- .05 Evaluation of existing site utilities, and preliminary identification of site utility connections / scope.

- 1.02 Statement of Probable Construction Cost services during the Schematic Design Phase consisting of development of a probable construction cost range for the Project based on the most recent schematic design studies, current and historic area, volume, or other unit costs, expected Project delivery process, and appropriate contingencies.

2 – DESIGN DEVELOPMENT

Based on the size of this project and the District’s desire to accelerate the design, we propose to move directly into the Construction Documents phase, therefore, a formal Design Development deliverable is excluded.

3 – CONSTRUCTION DOCUMENTS

Upon DISTRICT approval of the Schematic Design documents, scope of work, and budget, LPA, INC. will provide the following Construction Documents services:

- 3.01 Architectural, Mechanical, Electrical, Civil, Landscape and Irrigation Design / Documentation consisting of preparation of Drawings setting forth in detail the construction requirements for the Project. Civil documentation will include an Erosion Control Plan and wet utility connections as applicable.
- 3.02 Materials Research/Specifications during the Construction Documents Phase consisting of activities of in-house architectural personnel in:
 - .01 Development and preparation of architectural Specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
 - .02 Coordination of the development of Specifications by other disciplines.
 - .03 Compilation of Project Manual including Conditions of the Contract and Bidding Documents provided to LPA by the DISTRICT and Specifications.
- 3.03 Statement of Probable Construction Cost services consisting of updating the Design Development phase statement of probable construction cost. Estimates will be provided at 100% CD milestone.

4 – DSA/ AGENCY PROCESSING

DSA Application Submittal and Processing services consisting of the preparation of the DSA application; coordination with the District regarding Owner-supplied data / plan check fees; processing of plans through the required plan review process; coordination with the DSA regarding final approved plans; and, transmitting an electronic copy of the approved plans to the District.

5 – BIDDING SUPPORT SERVICES

In the Bidding Phase, LPA, INC., following the District's approval of the Construction Documents and of the most recent Statement of Probable Construction Cost, shall provide the services designated necessary for LPA to assist the District in obtaining bids. Delivery method for this project has not yet been determined. Regardless of the delivery method, LPA provide the following services:

- 5.01 Bidding Materials services consisting of organizing Bidding Documents for reproduction and distribution by District (or District's vendor).
- 5.02 Addenda services consisting of preparation and distribution of Addenda as may be required during bidding or negotiation and including supplementary Drawings, Specifications, instructions and notice(s) of changes in the bidding schedule and procedure.
- 5.03 Bidding Support services consisting of:
 - .01 Participation in pre-bid conference(s) (as required in the Architect Professional Services Manual).
 - .02 Responses to questions from Bidders or proposers and clarifications or interpretations of the Bidding Documents.
 - .03 Attendance at bid opening(s) (as required in the Architect Professional Services Manual).

6 – CONSTRUCTION ADMINISTRATION SERVICES

In the Construction Contract Administration Phase, LPA shall provide services designated necessary for the administration of the construction contract as set forth in the General Conditions of the Contract for Construction. LPA will provide services necessary to reach project Certification by DSA.

7 – EXCLUSIONS / QUALIFICATIONS

The services and items described below are specifically not included in the Architect's Fixed Fee.

7.01 Exclusions include the following:

- Detailed underground site utility mapping
- Structural Engineering (except as limited to site structures/ CMU screen walls).
Assume no seismic structural improvements to the existing building
- Assume status of the project area is Certified with DSA and project is based on a Certified Application number.
- Geotechnical Investigations
- Hazardous Materials Assessments
- Furniture/ Fixture/ Equipment (FF&E) Procurement
- Specialty security design services

8 – SCHEDULE

LPA, will develop a schedule in collaboration with the District to meet the needs of the District Bond Program. We understand the District goal to expedite the project and LPA will work with the District to assist with this goal.

9 – CONSULTANTS

We propose to utilize in-house staff for architectural, landscape, civil, structural, mechanical, and Electrical engineering services. Outside consultants are as follows:

- .01 Topographic Survey Mapping
- .02 Cost Estimating
- .03 Fire Sprinkler Design
- .04 Irrigation

Independent Contractor Agreement

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT,” and Ruhnau Ruhnau Clarke Architect Planners, 3775 Tenth Street, Riverside, CA 92501, hereinafter referred to as “CONTRACTOR.”

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:**

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

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on **10/10/2018** and will diligently perform as required and complete performance by **6/30/2019**.

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Fifty Thousand Dollars (\$50,000), at the rates listed in Exhibit A.

4. **Expenses:** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: reproduction, postage and shipment of drawings, specifications and other documents for agency approval, travel to the District, school sites and Sacramento as requested.

5. **Independent Contractor:** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

6. **Materials:** CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: N/A.

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

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

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

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

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

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

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

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

11. **Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner. DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the

CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within **TEN (10)** days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the **TEN (10)** days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

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

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

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in

any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

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

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:

**Ruhnau Ruhnau Clarke Architect Planners
3775 Tenth Street
Riverside, CA 92501**

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 10TH DAY OF OCTOBER, 2018.

DISTRICT:

CONTRACTOR:

By:

Signature

Jonathan Geiszler


Printed Name

Director of Purchasing

Title

Date Signed

By:

 _____

Signature

Roger Clarke

Printed Name

Principal in Charge

Title

Date Signed

September 18, 2018

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

Exhibit A
Hourly Rate Schedule

Exhibit A

Ruhnau Clarke Architects Hourly Rate Schedule

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

| Employee Type | Rate |
|--|-------------|
| Principal | \$215.00 |
| Principal Architect/Director of Design | \$185.00 |
| Manager of Construction | \$175.00 |
| Project Manager | \$165.00 |
| State Agency Liaison | \$165.00 |
| Construction Administrator | \$135.00 |
| Assistant Project Manager | \$135.00 |
| Job Captain | \$125.00 |
| Designer | \$120.00 |
| Marketing | \$110.00 |
| Senior CADD Operator | \$105.00 |
| Construction Coordinator | \$ 95.00 |
| DSA Coordinator | \$ 90.00 |
| CADD Operator | \$ 90.00 |
| Administration/Secretarial | \$ 80.00 |
| Clerical | \$ 80.00 |

Independent Contractor Agreement

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT,” and Westgroup Designs, 19520 Jamboree Road, Suite 100, Irvine, CA 92612, hereinafter referred to as “CONTRACTOR.”

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:**

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

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on **10/10/2018** and will diligently perform as required and complete performance by **6/30/2019**.

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Fifty Thousand Dollars (\$50,000), at the rates listed in Exhibit A.

4. **Expenses:** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: reproduction, postage and shipment of drawings, specifications and other documents for agency approval, travel to the District, school sites and Sacramento as requested.

5. **Independent Contractor:** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

6. **Materials:** CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: N/A.

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

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

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

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

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

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

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

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

11. **Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner. DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the

CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within **TEN (10)** days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the **TEN (10)** days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

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

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

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in

any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

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

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:

**Westgroup Designs
19520 Jamboree Road, Suite 100
Irvine, CA 92612**

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 10TH DAY OF OCTOBER, 2018.

DISTRICT:

CONTRACTOR:

By:

By:

Signature

Signature

Jonathan Geiszler

DAVID JORDAN SMITH, AIA

Printed Name

Printed Name

Director of Purchasing

PRINCIPAL

Title

Title

Date Signed

9/18/2018
Date Signed

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



Hourly Rates (2018/2019)

| | |
|---------------------------------|-------|
| PRINCIPAL..... | \$220 |
| PROJECT MANAGER..... | \$180 |
| DESIGN DIRECTOR..... | \$165 |
| PROJECT ARCHITECT..... | \$150 |
| QA/QC..... | \$150 |
| CONSTRUCTION ADMINISTRATOR..... | \$150 |
| SPEC. WRITER..... | \$130 |
| TECHNICAL SPECIALIST I..... | \$120 |
| TECHNICAL SPECIALIST II..... | \$110 |
| TECHNICAL SPECIALIST III..... | \$90 |
| ADMINISTRATIVE..... | \$65 |

Reimbursable Expenses

Additional services will be based off scope change or requested additional services from the client. These fees will be based off hourly rates and bound by mutual agreement by both parties.

Includes actual expenditures made by Westgroup incurred in the interest of the Project, plus an administrative fee of 5%. These may include, but are not limited to, computer plotting, printing and document reproduction, and requested overnight delivery.

Amendment # 1

Contract between Childcare Careers, LLC and Santa Ana Unified School District for Head Start, originally executed 4/24/2018, revised 10/10/2018.

This **AMENDMENT** is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “**DISTRICT**” and Childcare Careers, LLC hereinafter referred to as “**CONSULTANT.**”

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, CONSULTANT is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree to amend the contract executed 4/24/2018 as follows:

1. **CONSULTANT:** Will continue to provide high quality staff for short term assignment or long term assignments for staff vacancies of absences for the Early Childhood Education Program.
2. **Term.** CONSULTANT shall commence providing services under this amended AGREEMENT on 10/10/2018 and will diligently perform as required and complete performance by 6/30/2019.
3. **Compensation.** DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AMENDED AGREEMENT at fee of \$20,000 for a total fee not to exceed \$70,000 for the entire AGREEMENT.

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

All other terms of the initial AGREEMENT shall remain unchanged.

This AMENDED AGREEMENT is entered into this 10th Day of October 2018.

DISTRICT:

By:

Signature

Jonathan Geiszler

Printed Name

Director of Purchasing

Title

Date Signed

CONSULTANT:

By:



Signature

Jason Jones

Printed Name

CEO

Title

9/25/2018

Date Signed

Amendment # 1

Contract between Baker Nowicki Design Studio and Santa Ana Unified School District, original Board approval 9/17/2018, revised 10/10/2018.

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

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, CONSULTANT is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree to amend the contract approved 9/17/2018 as follows:

1. **CONSULTANT:** Scope of Services outlined in original AGREEMENT
2. **Term.** CONSULTANT shall commence providing services under this amended AGREEMENT on 6/30/2019.
3. **Compensation.** DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AMENDED AGREEMENT a fee not to exceed \$31,000 for a total AGREEMENT fee not to exceed \$50,000.

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

All other terms of the initial AGREEMENT shall remain unchanged.

This AMENDED AGREEMENT is entered into this **10th Day of October, 2018.**

DISTRICT:

By:

Signature

Jonathan Geiszler

Printed Name

Director of Purchasing

Title

Date Signed

CONSULTANT:

By:



Signature

Jon Alan Baker, FAIA, LEED AP

Printed Name

Partner

Title

9/17/18

Date Signed

AGENDA ITEM BACKUP SHEET
October 9, 2018

Board Meeting

TITLE: **Approval/Ratification of Listing of No-Cost Community Partnership Agreements with Santa Ana Unified School District for 2018-19 School Year**

ITEM: **Consent**

SUBMITTED BY: **Manoj Roychowdhury, Interim Deputy Superintendent, Administrative Services**

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval/ratification of the listing of No-Cost Community Partnership agreements with Santa Ana Unified School District for 2018-19 school year.

ITEM SUMMARY:

- No-Cost Community Partnership Agreements for the 2018-19 school year

RATIONALE:

Community Partnership Agreements have been requested by school sites and District staff to enhance and support educational programs and provide professional development to improve student achievement. The attached list identifies various community partnership agreements that will provide services throughout the District.

LCAP Goal: 2 Establish collaboration and communication across all levels to support and promote engagement and school connectedness amongst students, staff, families and community.

Action: 07 Expand and maintain partnerships which support student academic success and social emotional well-being by partnering with institutions of higher education, community based organizations and district staff through MOU's and grants.

Services: 002 Community based organizations.

LCAP Goal: 3 Cultivate and maintain a healthy, safe, secure, and respectful school and working environmental for all.

Action: 07 Support the enhancement of school climate through smooth operations, processes, and customer service by ensuring that all staff engage in culturally proficient interaction with the public and customer service.

Services: 010 Purchasing

FUNDING:

Various Funds

RECOMMENDATION:

Approve/ratify the listing of No-Cost Community Partnership agreements with Santa Ana Unified School District for the 2018-19 school year.

MR;jg:mm

2018-19 Annual Listing of No-Cost Community Partnership Agreements

October 9, 2018

Community Partnerships Recommended for Board Approval

| # | PARTNER | DEPARTMENT | SERVICE | AGREEMENT START DATE | AGREEMENT END DATE |
|---|---|------------------------|---|----------------------|--------------------|
| 1 | SETI Institute | Educational Services | Science teacher professional development | 19-Sep-18 | 30-Sep-19 |
| 2 | Stanford University | Educational Services | Research on educational outcomes | 10-Oct-18 | 31-Dec-25 |
| 3 | University of California, Irvine | Educational Services | Study aimed to identify language, cognitive, and transcription factors that contribute to writing development for Spanish-speaking English learners | 26-Sep-18 | 30-Jun-19 |
| 4 | Brandman University | Pupil Support Services | Field experience agreement for social work students | 10-Oct-18 | 1-Oct-21 |
| 5 | Neutral Ground | Pupil Support Services | Young men's parenting program | 10-Oct-18 | 30-Jun-19 |
| 6 | Orange County Superintendent of Schools | Pupil Support Services | Foster youth data sharing | 10-Oct-18 | 30-Jun-22 |

2018/19 Community Partnerships Previously Board Approved

| # | PARTNER | DEPARTMENT | SERVICE | AGREEMENT START DATE | AGREEMENT END DATE |
|----|--|----------------------------|--|----------------------|----------------------|
| 7 | High School Inc. | Career Technical Education | Data sharing agreement | 29-Aug-18 | With 30 days notice |
| 8 | Orange County Department of Education, Garden Grover USD, Orange USD | Career Technical Education | California Career Technical Education Incentive Grant implementation | 19-Jul-18 | 30-Jun-19 |
| 9 | Epicenter | Charter Schools | Web-Based Charter School Authorizer Oversight and Monitoring System | 1-Jul-18 | 30-Jun-19 |
| 10 | Turnaround Arts | Educational Services | Program support in using arts to aid school improvement at Willard Intermediate School and Sierra Preparatory Academy | 15-Aug-18 | 14-Jun-19 |
| 11 | California State University, Fullerton | Pupil Support Services | Clinical training for University students | 29-Jul-18 | 28-Jul-21 |
| 12 | TeamSmile | Pupil Support Services | Dental and preventative care services for students | 8-Aug-18 | 8-Aug-19 |
| 13 | Consulate of Mexico | Community Relations | Fostering and Supporting the District's bilingual education and students in need | 24-Jan-18 | With 60 days notice |
| 14 | Rancho Santiago Community College District | Early Childhood Education | Preschool services at Sepulveda Elementary School | 1-Jul-17 | 30-Jun-22 |
| 15 | Big Brothers Big Sisters of Orange County | Educational Services | Development and growth of the High School Bigs Mentoring Program for a maximum of 140 at-risk students | 1-Jul-18 | 30-Jun-19 |
| 16 | Boys & Girls Club of Central Orange Coast | Educational Services | College Bound program to introduce and prepare teens for college and career | 26-Jul-17 | 30-Jun-20 |
| 17 | Boys & Girls Club of Central Orange Coast | Educational Services | Flying Start to Literacy - Provide children in grades K-3 with early literacy intervention programming support | 26-Jul-17 | 30-Jun-20 |
| 18 | Boys & Girls Club of Central Orange Coast | Educational Services | Triple Play - Provide Cconsultation and curriculum support to the Engage 360 after-school program in the areas of health and wellness for grades K-8 | 26-Jul-17 | 30-Jun-20 |
| 19 | Chapman University | Educational Services | 10 full tuition scholarships | 13-Aug-18 | 30-Jun-21 |
| 20 | Pacific Western Bank | Educational Services | Provide high school students with enrichment programming withing the school day | 1-Jul-18 | 30-Jun-19 |
| 21 | Rancho Santiago Community College District | Educational Services | College and career access pathway partnership | 1-Jun-18 | 30-Jun-20 |
| 22 | Reality Changers | Educational Services | Provide college admittance guidance and support to Segerstrom High School students. | 1-Jun-18 | 30-Jun-19 |
| 23 | Santa Ana Chamber of Commerce and The High School Inc. Foundation | Educational Services | Develop and provide comprehensive high-quality instructional services through the academies at Valley High School. | 29-Nov-17 | 30-Jun-19 |
| 24 | Second Harvest Food Bank of Orange County | Educational Services | Help alleviate child hunger through the provision of food to children and their families at school | 1-Jul-18 | 30-Jun-18 |
| 25 | Segerstrom Center for the Arts | Educational Services | Provide opportunities for students to design and create interactive public art installations. | 1-Jan-18 | 31-Aug-18 |
| 26 | Serving Kids Hope | Educational Services | Health wellness and mental health needs to improve emotional learning indicators | 1-Sep-18 | 30-Jun-19 |
| 27 | The Values Institute | Educational Services | Evaluate, improve and enhance instruction in their educational programs through analysis of data for students who have attended or who are currently attending the District. | 1-Jul-18 | 30-Jun-19 |
| 28 | University of California, Irvine | Educational Services | Academic and cooperative exchange | 29-Aug-18 | With 3 months notice |
| 29 | University of California, Irvine | Head Start | UCI pediatric eye mobile and services to Head Start locations in the District | 29-Aug-18 | 30-Jun-19 |

| # | PARTNER | DEPARTMENT | SERVICE | AGREEMENT START DATE | AGREEMENT END DATE |
|----|---|--------------------------------|---|----------------------|---------------------|
| 30 | Biola University | Human Resources | Educational experience and training to students of Biola University | 7-Aug-18 | 30-Jun-22 |
| 31 | California State Polytechnic University, Pomona | Human Resources | Teacher education intership program | 17-Jul-18 | 30-Jun-22 |
| 32 | California State University, Fullerton | Human Resources | Clinical practicum experience for University students | 17-Jul-18 | 16-Jul-23 |
| 33 | California State University, Long Beach | Human Resources | Educational fieldwork experiences for students enrolled at the California State University Long Beach | 24-Aug-17 | 30-Jun-22 |
| 34 | California State University, Long Beach | Human Resources | Social Work Agreement | 29-Aug-18 | 30-Jun-22 |
| 35 | California State University, Northridge | Human Resources | Graduate training for University students in Communication Disorders and Sciences. | 17-Jul-18 | 16-Jul-23 |
| 36 | Chapman University | Human Resources | Education specialist internship | 1-Aug-18 | 1-Sep-23 |
| 37 | Chapman University | Human Resources | Supervised fieldwork and student teaching (Amendment) | 1-Nov-15 | 31-Oct-20 |
| 38 | Mayor and City Council of the City of Santa Ana and the Santa Ana Workforce Development Board | Human Resources | Framework for providing services to employers, employees, job seekers and others needing workforce services | 10-Aug-16 | 30-Jun-19 |
| 39 | National University | Human Resources | Internship credential program | 17-Jul-18 | 30-Jun-22 |
| 40 | National University | Human Resources | Student teaching or practicum experience for University students | 17-Jul-18 | 30-Jun-22 |
| 41 | University of La Verne | Human Resources | Educational fieldwork experiences for students enrolled at the University of La Verne | 23-Aug-17 | 22-Aug-22 |
| 42 | University of Phoenix | Human Resources | Educational Experiences for University students | 17-Jul-18 | 30-Jun-22 |
| 43 | University of Redlands | Human Resources | Internship credential program for students of the University of Redlands | 24-Aug-17 | 1-Jun-19 |
| 44 | University of Redlands | Human Resources | Educational fieldwork experiences for students enrolled at the University of Redlands | 24-Aug-17 | 30-Jun-19 |
| 45 | County of Orange Health Care Agency | Pupil Support Services | Provide prevention and early intervention services | 20-May-15 | With 30 days notice |
| 46 | Healthy Smiles for Kids of Orange County | Pupil Support Services | Help children and their families practice good oral health habits as part of an overall healthy lifestyle | 10-Aug-16 | With 30 days notice |
| 47 | Kaiser Foundation Hospitals | Pupil Support Services | Facilitate the onsite administration of influenza vaccines for District students | 1-Jun-18 | 31-Dec-19 |
| 48 | North OC YoungLives | Pupil Support Services | Teen parenting program | 1-Jul-18 | 30-Jun-19 |
| 49 | Serve the People Community Health Center | Pupil Support Services | Provide optical/vision services to the uninsured and low-income populations. | 1-Aug-17 | 1-Aug-19 |
| 50 | St. Jude Neighborhood Health Services | Pupil Support Services | Provide preventative dental services to the uninsured and low-income populations. | 1-Jul-17 | 30-Jun-19 |
| 51 | Supplybank.Org | Pupil Support Services | Provide as many SAUSD identified students as possible with school supply kits, hygiene kits and other materials | 22-Jan-18 | 30-Jun-22 |
| 52 | The County of Orange Social Services Agency | Pupil Support Services | Healthy Tomorrows program | 16-Jul-18 | With 30 days notice |
| 53 | University of Southern California | Pupil Support Services | Supervised education field experiences for college students | 1-Aug-18 | 1-Aug-19 |
| 54 | Virtual Dental Care | Pupil Support Services | Tele-dentistry services for students and families | 1-Jul-18 | 30-Jun-19 |
| 55 | Hapara, Inc. | Research and Evaluation | Research project consisting of a collaborative effort between Hapara and Santa Ana on the nature of student writing in the cloud. | 1-Jul-17 | 31-Jul-18 |
| 56 | Kristi Hagans | Research and Evaluation | Inter-agency integration and coordination of SAUSD's multi-tiered system of support. | 1-Jul-18 | 30-Jun-19 |
| 57 | Stanford University | Research and Evaluation | Allow the use of teacher characteristics and student address data for the approved studies on class size, SEL variation by teachers, and student poverty. | 1-Aug-15 | 30-Jun-20 |
| 58 | Orange County Department of Education | Technology Innovation Services | Internet access | 1-Jul-18 | 30-Jun-19 |

Memorandum of Understanding

This Memorandum of Understanding (MOU) is made by and between SETI Institute, of 189 North Bernardo Ave Suite 100, Mountain View, California 94043, and Santa Ana Unified School District, 1601 E. Chestnut Ave., Santa Ana, CA 92701.

Background

The SETI Institute is a nonprofit scientific and educational organization founded in 1984 with the mission statement: *“to explore, understand, and explain the origin and nature of life in the universe, and to apply the knowledge gained to inspire and guide present and future generations. We have a passion for discovery, and for sharing knowledge as scientific ambassadors to the public, the press, and the government.”*

The SETI Institute has substantial experience in curriculum development and educator professional development (PD) programs. The SETI Institute has received NASA funding to conduct the Airborne Astronomy Ambassador (AAA) education program that harnesses the unique and inspirational attributes of NASA’s Stratospheric Observatory for Infrared Astronomy (SOFIA) to effectively engage learners in NASA science education programs and activities, improve science teaching, and impact student standards-based classroom outcomes. SOFIA is an extensively modified Boeing 747SP carrying a 2.5-meter (100-inch) reflecting telescope, the largest airborne observatory in the world, capable of making observations that are impossible for even the largest and highest ground-based telescopes. SOFIA’s onboard facilities include a console dedicated for use by teachers in the AAA program.

Purpose

The purpose of this MOU is to establish an agreement between the SETI Institute and Santa Ana Unified School District that will foster: (1) development and delivery of science teacher professional development (PD), (2) support classroom implementation of a NASA AAA science curriculum, (3) enable measurement of student standard-based learning outcomes in terms of understanding specific science concepts, crosscutting ideas, and science practices; and enable measurement of student attitudes toward STEM, STEM learning, and STEM careers.

The above goals will be accomplished via the work and activities described below.

Scope of Work

The SETI Institute will use their contractor WestEd for evaluation services throughout this program, as specified below. Please note that any and all student assessment and evaluation data gathered will be aggregated and anonymous, with no associated individual student identification.

I. AAA Teacher Participant Selection

Teachers eligible for AAA participation in 2019 (SOFIA Cycle 7) nominally will be entering at least their 3rd year of service in fall 2018, with high school teaching assignments including at least two classes of Physics (other than AP Physics), Physics of the Universe (or other integrated model), Astronomy, and/or Earth & Space Science. Qualifying courses must include a curriculum component that addresses the electromagnetic spectrum and/or astronomy. Teachers must be assigned to teach these courses during the 2019-20 school year. (Note: Selected teacher participants must also receive final approval from NASA HQ. The number of participants from each district are TBD.)

Anticipated timeline: AAA application and selection processes will occur during fall 2018; selected AAA teacher participants (AAAs) will be announced by December 2018.

Roles and Responsibilities

- **SETI Institute:**
 - Coordinate and oversee online application processes and teacher agreement documents.
 - Upon closure of the application deadline, the SETI Institute will compile applications for Santa Ana Unified School District, AAA program staff, WestEd, and NASA HQ for review and selection.

Memorandum of Understanding

Performed by WestEd under the SETI Institute:

- Receive and review applications with AAA program staff during selection process.
- **Santa Ana Unified School District:**
 - Disseminate program opportunity and application information.
 - Vet teacher eligibility and participate in teacher selection process.

II. AAA Teacher Participant Preparation and Professional Development

(Includes NASA SOFIA content, 3-dimensional science lessons, and curricular component training.)

Anticipated teacher PD commitments are to a blended learning experience extending from **January through July of 2019** comprised of: (1) approximately 6 biweekly webinars, (2) approximately 25 hours of asynchronous online content learning, and (3) a day-long in-person workshop (location TBD).

Roles and Responsibilities

- **SETI Institute:**
 - Pay any online training course registration fees, if applicable.
 - Plan, coordinate, and deliver NASA SOFIA-specific content (electromagnetic spectrum; multi-wavelength astronomy) and hands-on curriculum component training and preparation through a blend of web-based synchronous and asynchronous sessions plus a full-day, in-person workshop.
 - Certify, via letter to each AAA total PD hours of program participation, before, during, and after the SOFIA flight(s).
 - Provide science activity materials for schools/districts to keep.
 - Provide other curriculum support, as needed.

Performed by WestEd under the SETI Institute:

- Interview select AAAs on the sufficiency of support materials and PD exposure.
- Survey all AAAs on the sufficiency of support materials and PD exposure.
- **Santa Ana Unified School District:**
 - Support selected AAAs' commitment to complete program PD and other flight week preparations.
 - Provide district liaison (district science coordinator or equivalent) to facilitate and monitor teachers' participation in the project.
 - Optional: District liaison travel expenses and time for in-person workshop participation.

III. AAA Teacher Participant SOFIA Flight Week

(Intensive STEM immersion experience)

AAAs will participate in an intensive flight week experience in Palmdale, CA, during fall 2019 (SOFIA Cycle 7). During this week, AAAs will be out of their classroom. Flight weeks will include two scheduled overnight flights aboard SOFIA, NASA facility tours, and meetings with Subject Matter Experts (scientists and engineers). AAAs will participate in SOFIA flight weeks in groups (usually of 4 AAAs), and are scheduled taking AAA availability into account. Note: SOFIA flight schedules are not under the control of the AAA program. The program is committed to insuring a minimum of one SOFIA flight for all AAAs, which might require rescheduling and a return visit to Palmdale.

Roles and Responsibilities

- **SETI Institute:**
 - Coordinate submission of NASA SOFIA forms and other documents required for flight participation.
 - Provide flight facilitator and official NASA escort during all aspects of flight week. During flight week, the AAAs will: (1) Fly on one or more overnight observing mission(s) aboard SOFIA during the fall of 2019; (2) participate in pre- and post-flight trainings and meetings associated with the flight.
 - Provide AAA travel expenses, housing (private room), and meals for required pre-flight meetings, flight, and required post-flight meetings costs.
 - Provide and foster access for AAA participants to NASA Subject Matter Experts (SMEs: scientists, engineers, and other professionals)
 - Lead and coordinate all media and NASA public affairs actions related to AAA program participation.

Memorandum of Understanding

Performed by WestEd under the SETI Institute:

- Observe AAA experiences with SETI Institute-created support materials during select flight week.
- Interview select AAAs during flight week.
- **Santa Ana Unified School District:**
 - Support potential, high profile/positive media exposure during flight weeks led by SETI Institute Public Affairs manager.
 - Support selected teacher AAAs involvement in flight week activities, including providing substitute teacher coverage during AAA school absence. AAA participants will travel to SOFIA's base in Palmdale, California (near Los Angeles) for the flight week. Please note, this means leaving their classroom / work site for a week.
 - The Ambassador program depends on districts committing to the release of teachers even if flight schedules change on short notice. Cost of substitute teachers to be borne by Santa Ana Unified School District.

IV. Curriculum implementation and Measurement of Student Outcomes

AAA participants will implement the curriculum component after their flight week experience. Content will cover appropriate NASA SOFIA-related science concepts focused on the topics: the electromagnetic spectrum and multi-wavelength astronomy. Evaluation instruments will be employed to determine standards-based student learning outcomes and changes in student attitudes toward STEM.

Roles and Responsibilities

- **SETI Institute:**
 - Refine evaluation instruments in alignment with curriculum component and activities.
 - Provide access to NASA Subject Matter Experts (SMEs: scientists, engineers, and other professionals) for student questions, real world science guidance, and/or classroom presentations (virtual or in person) as driven by school/curriculum needs.
 - Provide continued post-flight PD activities, pending funding extension.

Performed by WestEd under the SETI Institute:

- Support and partner with the SETI Institute in refinement of test instruments, in alignment with curriculum component and activities
- Collect and analyze anonymous learning instrument data from students of AAAs.
- **Santa Ana Unified School District:**
 - Support AAAs implementing NASA AAA curriculum with students in designated courses during the 2019-20 school year.
 - Support AAAs administering encoded or anonymous student pre- and post-assessments and surveys required by research/evaluation.
 - Support AAAs completing any required documentation of their curriculum implementation, feedback on any implementation issues, and feedback on the usefulness of the curriculum for their students' learning.
 - Provide SETI Institute / WestEd with anonymous student data on students of AAA teachers or schools (TBD) deemed necessary for evaluation and/or aggregated reporting. Demographics may include race/ethnicity, and free or reduced lunch status.

Timeline Summary

- (1) MOU in place before start of 2018-19 school year.
- (2) Applications of Cycle 7 AAAs accepted and reviewed during fall 2018 (exact dates TBD).
- (3) Announcement of AAA selection before end of calendar year 2018.
- (4) AAA professional development, January – July 2019.
- (5) Palmdale visits and SOFIA flight weeks, August – September 2019 (exact dates TBD).
- (6) Implementation of NASA AAA curriculum module during 2019-20 school year.

Funding: The MOU is not a commitment of specific funds. The SETI Institute will be responsible for AAA travel expenses, housing (private room), and meals for required pre-flight meetings, flight, and required post-flight meetings costs. Santa Ana

Memorandum of Understanding

Unified School District will absorb the cost of substitute teachers while the teachers are out of the classroom during the flight week. If Santa Ana Unified School District elects to authorize travel by a science coordinator or equivalent to Palmdale, California to observe flight week events, Santa Ana Unified School District will absorb travel expenses and time away from regular assignments.

Duration: This MOU is at-will and may be modified by mutual consent of the authorized officials, signed below. This MOU shall become effective upon signature by the authorized officials and will remain in effect until September 30, 2019 or until modified or terminated by mutual consent.

DISCLAIMER

In the event the Government does not continue the support of this MOU to allow completion of the work addressed, neither party will be liable to the other for any incurred expenses.

This MOU is the complete agreement between parties and may be amended only by written agreement signed by each of the parties involved.

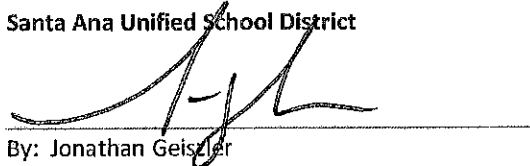
SETI INSTITUTE:



By: Bill Diamond
Title: President & CEO

Date: 5/29/18

Santa Ana Unified School District



By: Jonathan Geisler
Title: Director of Purchasing

Date: 9/18/18

INFORMATION SHARING AGREEMENT
BETWEEN

Santa Ana Unified School District

AND

Stanford University - Center for Research on Education Outcomes

This Agreement is made and entered into by and between the Santa Ana Unified School District (hereafter called "SAUSD") and the Stanford University - Center for Research on Education Outcomes (hereinafter called CREDO), pursuant to authority granted in Chapters 39.34 of the Revised Code of Washington, relevant federal statutes, and related regulations.

PURPOSE

The purpose of this Agreement is to authorize the release of student assessment information and teacher information for study to improve instruction and at the same time to protect against unauthorized access to and disclosure of confidential information.

CONFIDENTIAL INFORMATION

The term "confidential information" as used in this Agreement means any and all information provided by Santa Ana Unified School District to CREDO, its staff, officers, agents, and independent contractors that is covered by privacy and confidentiality protections. The term "confidential information" includes, but is not limited to:

- (1) Any assessment-related information, the disclosure of which could impair or compromise the validity or reliability of the assessment, including, but not limited to (a) student assessment and test items, questions, problems and exercises, (b) student assessments and test scoring keys and other data used to administer a student assessment or test, (c) assessment test proctor, (d) student self-reported assessment data and (e) any other assessment or test information, the disclosure of which could impair or compromise the validity or reliability of a student assessment or test.
- (2) Any personally identifiable student-related information, including, but not limited to (a) student names, (b) the name of a student's parent or other family members, (c) student addresses, (d) the address of a student's family, (e) personal identifiers such as a student's social security number or student number, (f) personal characteristics that would make a student's identity easily traceable, (g) any combination of information that would make a student's identity easily traceable, (h) test results for schools and districts which test fewer than ten students in a grade level, and (i) any other personally identifiable student related information, or portrayal of student related information in a personally identifiable manner.

IDENTIFICATION OF AUTHORIZED CONTRACTOR OFFICIALS

Margaret Raymond, Ph.D., Director of CREDO, may request access to and limited use of information contained in student assessment records as well as other confidential data for the purposes stated in this Agreement. Employees of CREDO are also authorized access to and limited use of the information.

REDISCLASURE OF CONFIDENTIAL INFORMATION

Redisclasure of confidential information received from Santa Ana Unified School District by any CREDO staff or agent to any person who is not expressly identified by or pursuant to this Agreement as a person authorized to receive and process such information is prohibited by this Agreement.

ASSURANCES

The parties hereto agree that all activity pursuant to this Agreement will be in accordance with this Agreement and all applicable current or future federal, state and local laws, rules and regulations.

LIMITATION ON ACCESS AND USE

CREDO agrees to the following limitations on the use of the confidential information provided by SCHOOL OR DISTRICT:

- a) Confidential information provided by Santa Ana Unified School District will remain the property of SAUSD, will be returned or destroyed when the work for which the information was required has been completed, and will not be duplicated, stored or redisclosed without advance written authority.
- b) CREDO will provide and attach to this Agreement (included in Appendix A) a written statement of work that includes the purpose of the information request, how the information will be used, and the information needed. CREDO shall not use confidential information provided by SAUSD for any purpose not specifically authorized under federal law, state law, and this Agreement.
- c) CREDO shall protect the confidentiality of information provided by SAUSD pursuant to this Agreement by adopting and implementing effective physical, electronic, and managerial safeguards against unauthorized access to and unauthorized disclosure of such information.
- d) CREDO shall not publish results for student aggregations of fewer than than 10 students, in order to protect against revealing individually identifiable student-level information.

SAFEGUARDS AGAINST UNAUTHORIZED ACCESS AND RE-DISCLOSURE

CREDO agrees to establish and implement the following minimum physical, electronic, and managerial safeguards for maintaining the confidentiality of information provided by SAUSD pursuant to this agreement:

- a) Access to the information provided by SAUSD will be restricted to only those authorized staff, officials, and agents of CREDO who need it to perform their official duties in the performance of work that requires access to the information as detailed in the attached statement of work.
- b) CREDO will store the information in an area that is safe from access by unauthorized persons during duty hours as well as nonduty hours or when not in use.
- c) CREDO will protect the information in a manner that prevents unauthorized persons from retrieving the information by means of computer, remote terminal, or other means.
- d) CREDO shall take precautions to ensure that only authorized personnel and agents are given access to on-line files containing confidential information.
- e) CREDO shall instruct all personnel, subcontractors, and agents with access to the information regarding the confidential nature of the information, the requirements of the Limitation on Access and Use and Safeguards Against Unauthorized Access and Re-Disclosure clauses of this Agreement, and the sanctions specified in federal and state laws against unauthorized disclosure of information covered by this Agreement.

ONSITE INSPECTIONS

CREDO shall permit SAUSD to make onsite inspections for purposes of monitoring compliance with this Agreement.

PERIOD OF PERFORMANCE

The Agreement shall commence on the date of execution of this Agreement, and shall continue to December 31, 2025.

NO GUARANTEE OF ACCURACY AND NON-LIABILITY

SAUSD does not guarantee the accuracy of the data provided. All risk and liabilities of use and misuse of information provided pursuant to this Agreement are understood and assumed by CREDO. SAUSD agree to take all reasonable measures to correct data errors upon notification by CREDO.

TERMINATION OF ACCESS

SCHOOL OR DISTRICT may at its discretion disqualify at any time any person authorized access to confidential information by or pursuant to this Agreement for cause. Notice of disqualification shall be in writing and shall terminate a disqualified person's access to any information provided by SAUSD pursuant to this Agreement immediately upon delivery of the notice to the office of CREDO. Disqualification of one or more persons by SAUSD does not affect other persons authorized by or pursuant to this Agreement.

NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any program provided by this agreement because of race, color, creed, marital status, religion, sex, national origin, Vietnam era or disabled veteran's status, age, the presence of any sensory, mental or physical disability, or political affiliation or belief, provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the individual from performing the essential functions of her or her employment position, even with reasonable accommodation. The parties agree to abide by the standards of responsibility toward the disabled as specified by the Americans with Disabilities Act and applicable state law. In the event that one of the parties hereto refuses to comply with the above provision, this Agreement may be canceled, terminated, or suspended in whole or in part by the other party.

RECORDS MAINTENANCE

Both parties hereto shall retain all records, books, or documents related to this Agreement for Sharing Confidential Data for eight years.

INDEMNIFICATION

Each party to this Agreement shall be responsible for any and all acts and omissions of its own staff, employees, officers, agents, and independent contractors. Each party shall furthermore defend and hold harmless the other party from any and all claims, damages, and liability of any kind arising from any act or omission of its own staff, employees, officers, agents, and independent contractors.

AGREEMENT MANAGEMENT

The work described herein shall be performed under the coordination of the following Agreement Managers or their successors, who will provide the assistance and guidance necessary for the performance of this Agreement:

NAME: Daniel Allen
UNIT: Educational Services
AGENCY: Santa Ana Unified School District
LOCATION: 1601 E. Chestnut Avenue
ADDRESS: Santa Ana, CA 92701
TELEPHONE: 714-558-5501
E-Mail: Daniel.Allen@sausd.us

NAME: Margaret E. Raymond, Ph.D.
UNIT: Center for Research on Education Outcomes
AGENCY: Stanford University
LOCATION: 434 Galvez Mall, Stanford University
ADDRESS: Stanford, CA 94305
TELEPHONE: 650-725-3431
E-Mail: macke@stanford.edu

WAIVER

Any waiver by any party hereto with regard to any of its rights hereunder shall be in writing and shall not constitute a waiver to any future rights which such party might have hereunder.

SEVERABILITY

If any provision of this Agreement or any provision of any document by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

TERMINATION

SAUSD may terminate this Agreement with 60 days notice and with or without cause by delivering written notice of such termination to the office of CREDO. In case of termination, any and all information provided by SAUSD pursuant to this agreement shall either be immediately returned to SAUSD or immediately destroyed.

JURISDICTION

This agreement shall be construed and interpreted in accordance with federal and state law. The venue of any action brought hereunder shall be the County of Santa Clara, California.

CHANGES. MODIFICATIONS AND AMENDMENTS

This Agreement may be waived, changed, modified, or amended only by written agreement executed by both of the parties hereto.

ORDER OF PRECEDENCE

In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- (a) Applicable Federal and State laws;
- (b) Any other provisions of the Agreement whether by reference or otherwise.

ALL WRITINGS CONTAINED HEREIN

This Agreement sets forth in full the entire agreement of the parties; and any other agreement, representation, or understanding, verbal or otherwise, is hereby deemed null and void and of no force and effect whatsoever.

By signing this Agreement, the Requesting Entity certifies that its policies and procedures comply with the confidentiality requirements of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement,

SANTA ANA UNIFIED SCHOOL DISTRICT

STANFORD UNIVERSITY - CENTER FOR RESEARCH ON EDUCATIONAL OUTCOMES

By: _____

By: McRaymond

Title: Director of Purchasing

Title: Director, CREDO

Appendix A

Variables and Data Sources

We request data on all students from every administration of the following assessments, as relevant to your school:

1. SAT suite including all subtest scores
2. ACT including all subtest scores
3. NWEA including all subtest scores
4. SBAC, PARCC, and/or state-specific standards-aligned tests including subtest/subject area scores
5. EOC scores in all subjects for which EOCs are administered
6. All AP scores for all tests taken
7. Achievement Network, personalized learning platform trend data, or other standardized interim benchmark scores in all subjects
8. IB Diploma Program results scores including individual subject scores
9. Teacher-assigned grades/GPA
10. Course scores/grades or school-specific designations of mastery generated by deeper learning, project-based, performance, and/or portfolio assessments
11. School-specific indicators of social emotional growth
12. All data generated by the XQ social emotional learning student self-report instruments
13. Other school specific ratings of interim progress and mastery in all learning domains as appropriate
14. Other student self-reported measurements of learning and growth if regularly collected

Independent Contractor Agreement

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT,” and University of California, Irvine, School of Education, 3200 Education Building, Irvine, CA 92697 hereinafter referred to as “CONTRACTOR.”

The parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Conduct a study aimed to identify language, cognitive, and transcription factors that contribute to writing development for Spanish-speaking English learners; to understand transfer of skills from Spanish to English; and to examine whether there are reliable subgroups of children based on skill profiles. Detailed tasks and timeline are included in Exhibit A.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on **9/26/2018** and will diligently perform as required and complete performance by **6/30/2022**.

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

4. **Expenses:** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT.

5. **Independent Entity:** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent entity. 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.

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

7. **Metrics:** The DISTRICT and CONTRACTOR will partake in monthly coordination meetings at mutually agreed upon times and dates to discuss the progress of the program. DISTRICT and CONTRACTOR will also mutually establish criteria and process for ongoing program assessment/evaluation such as, but not limited to the district's assessment metrics and other state metrics [(Measures of Academic Progress – English, SBAC – 11th grade, Redesignation Rates, mutually developed rubric score/s, student attendance, and Social Emotional Learning (SEL) data)]. The DISTRICT and CONTRACTOR will also engage in annual review of program content to ensure standards alignment that comply with DISTRICT approved coursework. The CONTRACTOR will provide their impact data based upon these metrics.

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

Confidentiality Compliance:

To affect the transfer of data subject to federal, state and local laws or regulations, the CONTRACTOR agrees to:

- i. Use data shared under this agreement for no purpose other than evaluating and analyzing the impact of programs on students' academic/behavior performance. The

CONTRACTOR further agrees not to share data received under this contract with any other entity without DISTRICT approval.

- ii. Require all employees, contractors and agents of any kind to comply with all applicable provisions of federal, state and local laws with respect to the data shared under this agreement. The CONTRACTOR agrees to require and maintain an appropriate confidentiality agreement from each employee, contractor or agent with access to data pursuant to this agreement. Nothing in this paragraph authorizes sharing data provided under this agreement with any other entity for any purpose.
- iii. Maintain all data obtained pursuant to this agreement separate from all other data files and not copy, reproduce or transmit data obtained pursuant to this agreement except as necessary to fulfill the purpose of the original request. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding individual teachers, are subject to the provisions of this agreement in the same manner as the original data. The ability to access or maintain data under this agreement shall not under any circumstances transfer from the CONTRACTOR to any other entity aside from the DISTRICT and its designated representatives.
- iv. Not disclose any data contained under this agreement in a manner, which could identify any individual to any other entity. The CONTRACTOR may only publish results of studies authorized by this agreement only if the CONTRACTOR has received approval following the DISTRICTS Application to Conduct Educational Research in the Santa Ana Unified School District process. The CONTRACTOR agrees to abide to a "small numbers" policy of deleting all data items that include any group of individuals less than ten and to require all employees, contractors and agents of any kind to also abide by that policy.
- v. Take reasonable steps to insure the physical security of such data under its control, including, but not limited to: fire protection against smoke and water damage; alarm systems; locked files, guards, or other devices reasonably expected to prevent loss or unauthorized access to electronically or mechanically held data limited terminal access, access to input documents and output documents and design provisions to limit use of personal data.

- vi. Destroy all data obtained under this agreement when it is no longer needed for the purpose for which it was obtained. Nothing in this agreement authorizes either party to maintain data beyond the time period reasonably needed to complete the purpose of the request. All data no longer needed shall be destroyed or returned to SAUSD within sixty (60) days. No other entity is authorized to continue research-using data obtained under this agreement upon cessation of studies conducted under the direct supervision of SAUSD.

Data Requests

The DISTRICT may decline to comply with a request in part at its discretion if it determines that providing the data element requested would not be in the best interest of current or former students in DISTRICT schools. All requests shall include a statement of purpose for which it is requested, and an estimation of the time needed to complete the project for which the data is requested.

9. **Consent:** The DISTRICT reserves the right to review and approve any consent forms utilized by the CONTRACTOR for any purpose involving students and or DISTRICT staff involved with the program. No consent forms will be utilized by the CONTRACTOR without the expressed written prior approval by the DISTRICT.

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

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 CONTRACTOR's property, except for liability for damages which result from the sole negligence or willful misconduct of the CONTRACTOR 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:

University of California, Irvine

School of Education

3200 Education Building

Irvine, CA 92697

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 – Tasks and Timeline

THIS AGREEMENT IS ENTERED INTO THIS 26TH DAY OF SEPTEMBER, 2018.

DISTRICT:

CONTRACTOR:

By:

Signature

Jonathan Geiszler

Printed Name

Director of Purchasing

Title

Date Signed

By:

Young-Suk Kim

Digitally signed by Young-Suk Kim
DN: cn=Young-Suk Kim, o, ou,
email=youngsk7@uci.edu, c=US
Date: 2018.09.05 15:40:06 -0700'

Signature

Young-Suk Kim

Printed Name

Professor

Title

9/5/2018
Date Signed

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

Exhibit A
Tasks and Timeline

This project is composed of two phases: Validation study in Year 1 (2018-2019) and a longitudinal study in Years 2-4 (2019-2022).

Validation Study Year 1 (2018-2019)

The goal of the first year is to validate three adapted assessments in Spanish and English for Spanish-speaking English learners prior to their use in the longitudinal study. To this end, we will conduct two validation studies. In the initial validation study, we will test our adapted Spanish and English measures of higher order cognitive skills (i.e., perspective taking, inference making, and comprehension monitoring). Based on the results of the initial validation study, we will revise items and conduct a second validation study. The table below shows the proposed timeline and primary activities, followed by details of initial and second validation studies.

Proposed Timeline

| Month/Year | Primary Task & Goal |
|-------------------|---|
| September 2018 | <ul style="list-style-type: none"> • UCI drafting and finalizing of MOU using the SAUSD Framework • Contact and visit schools |
| October 2018 | <ul style="list-style-type: none"> • MOU approval by SAUSD Board • Start student consent process • Work with teachers and Nuria to schedule students |
| November 2018 | <ul style="list-style-type: none"> • Initial Validation Study |
| December 2018 | <ul style="list-style-type: none"> • Initial Validation Study |
| January 2019 | <ul style="list-style-type: none"> • Complete data entry of Initial Validation Study • Data analysis |
| February 2019 | <ul style="list-style-type: none"> • Revision of assessments |
| March 2019 | <ul style="list-style-type: none"> • Second Validation Study |
| April 2019 | <ul style="list-style-type: none"> • Second Validation Study |
| May 2019 | <ul style="list-style-type: none"> • Data entry of Second Validation Study • Data analysis |
| June 2019 | <ul style="list-style-type: none"> • Data analysis • Finalize assessments |
| July 2019 | <ul style="list-style-type: none"> • Finalize assessments |

Initial Validation Study (November-December 2018)

- Participants: 200 Grade 1 students & 200 Grade 3 students.
- Two individual assessment sessions (see table below) that are approximately one week apart.
- Each session is expected to last 30-40 minutes.
- Approximately 3-4 rigorously trained assessors are expected to work at each school.

| | Session 1 (Spanish) | Session 2 (English) |
|------------------------------|--|--|
| Individual assessment | <ul style="list-style-type: none"> • Perspective tasking (12 min) • Inference making (10 min) • Comprehension monitoring (12 min) | <ul style="list-style-type: none"> • Perspective tasking (12 min) • Inference making (10 min) • Comprehension monitoring (12 min) |

Second Validation Study (March-April 2019)

- Participants: 100 Grade 1 students & 100 Grade 3 students
- Two individual assessment sessions & two group assessment sessions (see table below)
- Each individual session is expected to last 30-40 minutes. Each group session is expected to take 25-30 minutes.
- In general, approximately 3-4 rigorously trained assessors are expected to work at each school.

| | Session 1 (Spanish) | Session 2 (English) |
|------------------------------|--|--|
| Individual assessment | <ul style="list-style-type: none"> • Perspective tasking (12 min) • Inference making (10 min) • Comprehension monitoring (12 min) | <ul style="list-style-type: none"> • Perspective tasking (12 min) • Inference making (10 min) • Comprehension monitoring (12 min) |
| Group assessment | <ul style="list-style-type: none"> • Spanish writing | <ul style="list-style-type: none"> • English writing |

Longitudinal Study Year 2-4 (2019-2022)

The goal of the longitudinal study is to examine development of language and cognitive skills, and the nature of transfer of skills from Spanish to English. We will follow a cohort of 300 Grade 1 students for three years. Students will be assessed each year. Below is a proposed timeline for each year. This is a *proposed* timeline and is likely to change to meet the needs of district, schools and teachers. For instance, we can do assessments during a shorter timeline (e.g., all assessment completed before if teachers allow us. We expect four individual assessment sessions and two group assessment sessions throughout the academic year. That is, we will work with each child approximately once every two months for about 30 to 40 minutes, for a total of 6 assessment sessions over 10 months. Each session is expected to last 30 to 40 minutes.

Proposed Timeline

| Month/Year | Primary Task & Goal |
|-------------|---|
| September | <ul style="list-style-type: none"> Meet with teachers Individual assessment Session 1 |
| October | <ul style="list-style-type: none"> Individual assessment Sessions 1 & 2 |
| November | <ul style="list-style-type: none"> Individual assessment Sessions 2 & 3 |
| December | <ul style="list-style-type: none"> Individual assessment Session 3 |
| January | <ul style="list-style-type: none"> Individual assessment Session 4 |
| February | <ul style="list-style-type: none"> Group assessment Session 1 |
| March | <ul style="list-style-type: none"> Group assessment Session 2 |
| April | <ul style="list-style-type: none"> Data entry & coding |
| May | <ul style="list-style-type: none"> Data entry & coding |
| June & July | <ul style="list-style-type: none"> Data analysis |

The table below shows skills to be assessment at each session and approximate month timeline expected for each year. Again, the timeline is subject to change depending on school needs.

Assessment Sessions

| Session/Language | Skills assessed | Months |
|---------------------------------------|--|---------------------|
| Individual Session 1 (Spanish) | Perspective tasking (12 min) Inference making (10 min) Comprehension monitoring (12 min) | September & October |
| Individual Session 2 (Spanish) | Vocabulary (12 min) Listening comprehension (12 min) | October & November |
| Individual Session 3 (English) | Perspective tasking (12 min) Inference making (10 min) Comprehension monitoring (12 min) | November & December |
| Individual Session 4 (English) | Working memory (10 min) Vocabulary (12 min) Listening comprehension (12 min) | January |
| Group Session 1 (Spanish) | Writing & Spelling | February |
| Group Session 2 (English) | Writing, Spelling, & Handwriting | March |



FIELD EXPERIENCE AGREEMENT

This Agreement is made and entered into by BRANDMAN UNIVERSITY, hereinafter called the "University" and Santa Ana Unified School District/ Pupil Support Services, hereinafter called "Agency" for the purpose of providing field experience to students in the Social Work Program at University.

University, on behalf of its Bachelor of Arts in Social Work (BASW) and/or Master of Social Work Program (MSW) Program designates the above organization as an approved setting for field instruction by the signing of this Agreement.

SECTION I: UNIVERSITY AGREES TO:

1. Provide Agency with objectives, policies, and content of Field Instruction at the undergraduate and graduate levels.
2. Provide students with a curriculum of social work knowledge, values, and skills to assure students perform within the normative parameters of professional social work competence.
3. As needed, provide consultation, information, and training materials to field instructors and other appropriate staff of the Agency regarding the development of Agency's field instruction programs.
4. Involve the Agency in decisions regarding student placements; and accept the Agency's judgment as to the final acceptance of individual students.
5. Carry final responsibility for the administration of the field instruction program, including decisions, which affect the progress of the student, such as grades, credits, and field instruction hours in the Agency.
6. Provide a designated member of the faculty to serve as Faculty Liaison for each student placement. This person will respond in a timely manner to any concern regarding the student's learning experience.
7. Provide guidelines to students for completing field placement defining student educational objectives and field learning experiences and work cooperatively with the students and Agency in the development of these learning experiences.
8. Provide ongoing education for field students and monitoring of their work in order to facilitate their adherence to NASW's *Code of Ethics*.
9. Inform all students participating under this agreement that they must adhere to all policies, procedures, and standards established by agency.

SECTION II: AGENCY AGREES TO:

1. Designate an Agency Supervisor acceptable to the University whose qualifications are appropriate to the role and responsibilities of a supervisor as described in Appendix 1.
2. Provide students with opportunities to participate in the overall Agency social work program as appropriate to the educational level and practice competency of the student.

3. Agency Supervisor shall provide supervision of the student(s) field experience in compliance with the statutes, regulations and professional standards governing social work.
4. Implement the objectives of University's field education programs, which will provide opportunities to reinforce learning from all areas of the social work curriculum.
5. Provide emergency health care to student(s) in any instance of injury or illness at the Agency. Expenses of such care shall be the sole responsibility of the student.
6. Verify that a student will not act in the capacity of an employee during assigned field hours and may not take the responsibility or place of qualified staff while interning. If student is an employee of the Agency in any capacity, Agency agrees to the definitions and terms set forth in Appendix 2.
7. Agency will provide orientation and/or training to student(s) on any of Agency's applicable policies, procedures, rules and regulations, or safety concerns.
8. Agency agrees to comply with all applicable laws, regulations, rulings, or enactments of any governmental authority, and agrees to obtain (at its own expense) any necessary licenses, permissions, and accreditations necessary to maintain its operation.
9. Assure that each Field Instructor has adequate time within his/her work schedule to:
 - a) Meet the educational needs of the student, including: orientation to the Agency and its services; informing each student about safety procedures applicable in the setting; development of learning opportunities which include depth and variety; and preparation for at least weekly conferences with each student.
 - b) Meet with the Faculty Liaison at periodic intervals to discuss learning opportunities and student performance;
 - c) Prepare field evaluations as required by the University;
 - d) Provide a reasonable working space for the student; and
 - e) Provide for travel or reimbursement of travel required of students on behalf of clients.
 - f) Complete necessary online- trainings and orientation to Universities Social Work Programs as outlined in the CSWE requirements.

SECTION III: GENERAL PROVISIONS

1. INDEMNIFICATION

The University agrees to indemnify, hold harmless, and defend the Agency, its agents and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the Agency 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 agents or employees.

The Agency agrees to indemnify, hold harmless, and at the University's request, defend the University, its agents and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the Agency 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 the Agreement, and due or claimed to be due to the negligence of Agency, its agents or employees.

2. INSURANCE

The University and Agency mutually agree that each shall provide and maintain commercial general liability insurance acceptable to both parties in the minimum amounts of \$1,000,000 per occurrence and \$3,000,000 general aggregate.

The parties shall each further secure and maintain at all times during the term of this Agreement, at their respective sole expense, professional liability insurance covering themselves and their respective employees. University shall either provide coverage on behalf of program participants (students) or require program participants (students) to secure such coverage through the National Association of Social Work (NASW) – Assurance Services. Such coverage provided by the University and Agency may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per claim or occurrence and \$2,000,000 aggregate.

Upon written request, each party shall furnish the other party proof thereof of said insurance coverage in the form of a certificate of insurance. Each Certificate of Insurance 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.

3. TERMINATION

Either party may terminate this agreement for any reason upon ninety days written notice to the other party. Either party may terminate this Agreement for breach, including but not limited to failure to meet insurance requirements, failure to provide a supervisor with appropriate credentials, or failure to maintain licensure or certification, if applicable. Notice to the other party of breach must be in writing. If the breach is not remedied within thirty (30) days, the Agreement may be terminated by giving ten (10) days written notice to the other party.

Notwithstanding the foregoing paragraph, student(s) placed at Agency at the time notice of termination is given shall be allowed to complete the current placement.

4. ARBITRATION

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by a single arbitrator in the County of Orange, California, administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The discovery provisions of the California Code of Civil Procedure relating to arbitration, including the provisions of §1283.05, shall be applicable to the arbitration proceeding. The costs of any such proceeding shall be paid by the party instigating the arbitration unless such party is declared by the arbitrator to be substantially successful in securing the award of the determination sought by such party in such proceedings, in which event the costs of such proceedings shall be paid by the unsuccessful party or parties. Notwithstanding the above, in the event any party wishes to obtain injunctive relief or a temporary restraining order, such party may initiate an action for such relief in a court of law and the decision of the court of law with respect to the injunctive relief or temporary restraining order shall be subject to appeal only through the courts of law. Should the parties, prior to submitting a dispute to arbitration, desire to utilize other impartial dispute settlement techniques such as mediation or fact-finding, a joint request for such service may be made to the American Arbitration Association, or the parties may initiate such other procedures as they may mutually agree at such time. The provisions of this Section shall survive the termination of this Agreement.

SECTION IV: MISCELLANEOUS

1. University or Agency may immediately remove any student deemed to be clinically unsafe to patients, employees, or others. The party who took the action to remove the student shall notify the other party of said action as soon as possible, but in no event later than 48 hours after said removal. Agency reserves the right to prohibit the return of any such student(s) unless a corrective action plan satisfactory to Agency has been proposed and its compliance assured by the Student. Agency further reserves the right to request University to remove any student whose conduct is contrary to Agency's standards of conduct as set forth in its policies and procedures.

2. This agreement may be amended at any time, but any amendment must be in writing and signed by each party. This agreement contains the entire understanding of the parties regarding their rights and duties. Any alleged oral representation or modification concerning this agreement shall be of no force or effect unless contained in a subsequent written modification signed by all parties.
3. Neither party shall have the right to assign this Agreement without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of University and Facility.
4. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective. This agreement shall be governed by the laws of California. Should either party institute legal action to enforce any obligation contained in this Agreement, it is agreed that proper venue for such action shall be Orange County, California.
5. The parties agree that the students are fulfilling specific requirements for field experiences as part of a degree program requirement, therefore, regardless of the nature or extent of the acts performed by them, that the students are not to be considered employees or agents of University 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.
6. The 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 the 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.
7. 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.
8. This Agreement is intended by the parties to benefit themselves only and is not intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.
9. Waiver by either party of any breach of any provision of this Agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right.
10. Both parties agree to comply with all applicable federal and state nondiscrimination, equal opportunity and affirmative action laws, orders and regulations. Neither party will engage in unlawful discrimination or harassment against any person because of race, color, religion, sex, national origin, ancestry, age, marital status, disability, protective order status, unfavorable discharge from the military, or status as a disabled veteran or a veteran of the Vietnam era.
11. This Agreement shall not be binding until signed by all parties. The persons signing this Agreement represent and warrant that they have authority to bind their respective parties.
12. All notices required under this Agreement shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and addressed as follows:

If to University:
Brandman University
Att: School of Arts and Sciences, Contracts
16355 Laguna Canyon Road
Irvine, CA 92618


If to Agency:
Santa Ana Unified School District
Attn: Pupil Support Services
1601 East Chestnut Avenue
Santa Ana, CA 92701

TERMS OF THE AGREEMENT

This Agreement shall commence upon the first date on which it has been signed by both parties (the "Effective Date"), and continue until 10 / 1 / 2021 or until terminated by either party giving written notice to the other.

The parties may renew this agreement by signed written agreement.

SECTION V: SIGNATURES

"UNIVERSITY":
BRANDMAN UNIVERSITY


PHILLIP L. DOOLITTLE

Executive Vice Chancellor of Finance & Admin/CFO

Date

9/19/2018

"AGENCY":
Santa Ana Unified School District/ Pupil

Name: Manoj Roychowdhury

Title: Assistant Superintendent, Business Services

Date

Appendix I.

Qualifications of Supervisors for the BASW and the MSW are as follows:

Supervision Criteria BASW

BASW interns are supervised by Agency Supervisors designated by the agency and approved by the Social Work Program at Brandman University. Agency supervisors are committed to providing an ethical and rich learning environment which promotes the development of professional social work practice behaviors in each student. The following sets forth Agency Supervisor criteria:

- A Bachelors or Masters of Social Work is highly preferred for supervision and is the primary level sought for supervision of BASW students.
- If the agency provides an excellent scope of work, but is unable to provide a BSW or MSW supervisor, an experienced worker with five (5) plus years of experience with a Bachelors or Master level degree in Human Services, MFT, MS in Counseling, MS in School Counseling or MS in another Behavioral Health category (or certified drug addiction counselor specifically in recovery agencies) will be considered for substitution.
- Daily supervision can be provided by an experienced worker with a minimum of a BSW or equivalent (e.g. any worker with a human services or behavior health Bachelor's level degree or greater, plus two years of experience will be considered to provide site supervision of an intern. This person will not be designated as their Agency Supervisor).
- In cases where the agency can provide excellent social work activities and practice opportunities, but has no social work staff (MSW or BSW) - the Social Work program assigns the Faculty Field Liaison (all are MSWs and licensed social work professionals), and is the seminar instructor - as an additional supervisor. The liaison will provide the required social work practice perspective to the student's overall practicum experience in bi-weekly conferences each month with the student.

Supervision Criteria MSW

MSW interns are supervised by Agency Supervisors designated by the agency and approved by the Social Work Program at Brandman University. Agency supervisors are committed to providing an ethical and rich learning environment which promotes the development of professional social work practice behaviors in each student. The following sets forth Agency Supervisor criteria:

- A Masters of Social Work is required for supervision and is the primary level sought for supervision of MSW students.
- If the agency provides an excellent scope of work, but is unable to provide an MSW supervisor, an experienced worker with five (5) plus years of experience with a Master level degree or higher in Human Services, Marriage and Family Therapy, MS in Counseling, MS in School Counseling or MS in another Behavioral Health category, or certified drug addiction counselor specifically in recovery agencies with a Master's degree will be considered for substitution.
- An experienced worker with a minimum of a MSW or equivalent and 2 years' experience with the agency can provide daily supervision. This person is not designated as the Agency Supervisor).
- In cases where the agency can provide excellent social work activities and practice opportunities, but has no social work staff (MSW) the Social Work program assigns the University Faculty Field Liaison (all are MSWs and licensed social work professionals), and is the seminar instructor - as an additional supervisor. The liaison will provide the required social work practice perspective to the student's overall practicum experience in bi-weekly conferences each month with the student.

Appendix II.

If student is an employee of Agency, Agency agrees to abide by the following guidelines set forth by the Council on Social Work Education:

1. The agency agrees to place the student in a role/capacity that engages in social work practice and is separate from their role as an employee; this applies to an offer to employ the student after acceptance as an intern. The employment role and internship role must be different (e.g. roles, duties, job performance, responsibilities, etc...);
2. The agency agrees to provide supervision that is separate from the student's supervision as an employee (e.g. different supervisors for each role); and
3. The agency agrees to keep separate and apart the hours, duties and roles of internship and employment without overlap, during the student's scheduled internship hours.

Independent Contractor Agreement

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRRICT,” and **Neutral Ground, 1920 E 17th Street, Suite 202, Santa Ana, CA 92705** hereinafter referred to as “CONTRACTOR.”

WHEREAS, DISTRRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRRICT is in need of such special services and advice; and WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Young men’s parenting program outlined in Exhibit A.

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

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on **10/10/2018** and will diligently perform as required and complete performance by **6/30/2019**.

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

4. **Expenses:** DISTRRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRRICT, except as follows: N/A.

5. **Independent Contractor:** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRRICT,

and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

6. **Materials:** CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: N/A.

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

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

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

9. **Copyright/Trademark/Patent:** CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used

without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

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

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

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

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

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is

appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within **TEN (10)** days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the **TEN (10)** days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

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

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

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

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

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

13. **Insurance**: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of **ONE MILLION Dollars (\$1,000,000)** per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." No later than **TEN (10)** days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

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

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

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

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

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

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

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

DISTRICT:

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

CONTRACTOR:

**Neutral Ground
1920 E. 17th Street, Suite 202
Santa Ana, CA 92705**

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 10TH DAY OF OCTOBER, 2018.

DISTRICT:

CONTRACTOR:

By:

By:

Signature

Signature

Jonathan Geiszler

Natividad Alvarado

Printed Name

Printed Name

Director of Purchasing

CEO & Founder

Title

Title

Date Signed

9/25/18

Date Signed

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

Exhibit A

| Scope of Work | |
|---|---|
| Responsible Partner | Description of Services |
| <p><i>Neutral Ground Father To Father Young Men's Parenting program</i></p> | <p>Neutral Ground's Father to Father Young Men's Parenting Program</p> <ul style="list-style-type: none"> • Goals of the program include: Father To Father program will <ol style="list-style-type: none"> 1. Instill a sense of responsibility of the teen fathers towards taking care of and contributing to the wellbeing of their children and family 2. Promote the development of the father-child bond. 3. Increase the likelihood that participants will stay out of the justice system. 4. Provide opportunities to learn about being a parent and a role model; and increase confidence and access to resources to stay in school and avoid recidivism. • Target Population: teen fathers who have been involved in the justice system and/or child welfare system, within an area that encompasses the boundaries of the Santa Ana Unified School District (USD), • Sites to be served: <ol style="list-style-type: none"> 1. Lorin Griset Academy 2. Cesar E. Chavez High School 3. REACH Academy workshops 4. And other sites as needed or as requested |

| | |
|---|---|
| | <ul style="list-style-type: none"> • Duration of services: <ul style="list-style-type: none"> ○ Father To Father will be on each School site twice a week for one and a half hours on average for each session • Services to be provided: <ul style="list-style-type: none"> ○ Case management services, resource referral including but not limited to mental health/health referrals, continuity of education services, parent/guardian mentoring, workforce training and development support. ○ Support groups and workshops will be provided ○ Curriculum on Fatherhood may also be provided ○ Mothers may also be included in the program • All staff will be fingerprinted through DOJ before working with students on SAUSD school sites |
| <p><i>Santa Ana Unified School District</i></p> | <ul style="list-style-type: none"> • Will assign liaison to facilitate communication and implementation between targeted school sites and Neutral Ground • Provide Referrals for service by Neutral Ground • Shall provide space in an appropriate private and secure setting for programming • Support the provision of services as needed • Share appropriate data as needed |

MEMORANDUM OF UNDERSTANDING
BETWEEN
Orange County Superintendent of Schools
AND
School Districts in Orange County
FOR PARTICIPATION IN THE
Orange County Integrated Foster Youth Education Database

PARTIES

1. Orange County school districts (“Districts”) as signatories to this Memorandum of Understanding (“MOU”) are public school districts organized and existing under and pursuant to the constitution and laws of the State of California. Districts that are signatories to this MOU are also referred to herein as “participating Districts” or singularly as a “participating District”.
2. The Orange County Superintendent of Schools (the “Superintendent”), operating as the Orange County Department of Education (“OCDE”), is a public education agency organized and existing under and pursuant to the constitution and laws of the State of California and with primary business address at 200 Kalmus Drive, Costa Mesa, California 92626.

PURPOSE

3. The purpose of this MOU is to facilitate the data sharing responsibilities of the Superintendent and Districts in Orange County for foster youth under the jurisdiction of the California Juvenile Courts; specifically, to share personally identifiable information (“PII”) for educational case planning purposes via OCDE’s Orange County Integrated Foster Youth Education Database (“OCIFYED”), under the authority of the Uninterrupted Scholars Act (“USA”) (20 U.S.C. § 1232g(b)(1)(L), which amended the Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C § 1232g), as well as California Education Code section 49076 and California Welfare and Institutions Code section 16010 to promote educational stability of foster youth through appropriate mechanisms for the sharing of information by OCDE, Districts and child welfare agencies.
4. Pursuant to the Local Control Funding Formula (“LCFF”) as set forth in Education Code sections 42238.02(b)(3)(A) and 42920 et seq., the Superintendent is required to review and validate certified aggregate English learner, foster youth, and free or reduced-price meal eligible pupil data for school districts and charter schools under its jurisdiction to ensure the data is reported accurately, and report information such as supplemental instruction, counseling, tutoring, and other support services offered, necessary to comply with its LCFF reporting obligations. The intent of this MOU is to further facilitate these processes as well.

DATA SHARING – DISTRICTS

5. The Districts agree to share from their electronic student information system PII on foster youth under the jurisdiction of the juvenile courts with OCDE for the purpose of supporting data sharing among all school district in Orange County via OCDE’s OCIFYED.

6. The Districts agree to allow OCDE, on nightly or as needed basis, to automatically extract from their individual electronic student information systems, PII on foster youth to OCDE's OCIFYED through an encrypted and secure transfer protocol to OCDE's Information Technology network to be securely stored in OCIFYED. The PII on foster youth may also be pulled directly from District's individual student information system on an as-needed basis. The PII for the educational passport will consist of the following data elements, which shall include but not be limited to: 1) the names and addresses of the foster child's education providers, 2) grade level performance, 3) school records including current grade level, dates of attendance, home language survey, courses taken, grades/transcript, graduation date, health record including immunizations, supports/interventions, extra-curricular activities, discipline record, individualized education plan (IEP) and/or Section 504 Plan, if any, as authorized by law. Upon receipt of written consent of the parent/guardian of a foster youth, Districts may also include State testing data in accordance with California Education Code sections 60607 and 60641.

7. The Districts agree to allow OCDE to provide to the foster youth's agency caseworker via the OCIFYED, without parental consent, only those data elements listed in Paragraph 6 above, in the format of an educational passport, to a foster youth's agency caseworker authorized to access a foster youth's case plan (as defined in 42 U.S.C. 675(1)) to ensure educational stability of children in foster care, when the child welfare agency is legally responsible, in accordance with State law, for the care and protection of the student, to assist the caseworker in preparing court reports.

8. The Districts agree to allow OCDE to access via the OCIFYED, information on foster youth for purposes of the LCFE pursuant to Education Code sections 42238.02(b)(3)(A) and 42920, in order for the Superintendent to fulfill its obligation to review and validate certified aggregate English learner, foster youth, and free or reduced-price meal eligible pupil data for school districts and charter schools under its jurisdiction to ensure the data is reported accurately, and to report information such as supplemental instruction, counseling, tutoring, and other support services offered, necessary to comply with its reporting obligations under Education Code section 42920.

9. The Districts and OCDE certify that only authorized representatives of the parties will access, on behalf of participating Districts and OCDE, foster youth data maintained in OCDE's OCIFYED.

DATA SHARING – OCDE

10. OCDE agrees to allow Districts access to foster youth data placement information provided by the Orange County Social Services Agency and Probation Department (hereinafter referred to as Child Welfare Agencies ("CWA")) on a daily basis to OCDE via the OCIFYED as authorized by the Orange County Juvenile Court and maintained by OCDE in the OCIFYED.

11. OCDE agrees to use the data shared under this MOU for no purpose other than the work stated in this MOU and authorized under Section 99.31 (a) (1) (i) (B) of Title 34 of the Code of Federal Regulations, and to not allow any individual agency caseworker or child welfare agency to directly access any foster youth data maintained in the OCDE's OCIFYED.

12. OCDE understands and agrees that school district data uploaded to OCDE's OCIFYED is the property of the individual school districts and OCDE is prohibited from editing the data in order to maintain data integrity, unless specifically authorized by statute. In addition to OCDE's OCIFYED receiving information from the Districts as set forth in Section 6, OCDE's OCIFYED will similarly receive foster youth data from CWA pursuant to a court order from the Orange County Juvenile Court. Through OCIFYED, OCDE can electronically notify Districts about updated information received from CWA regarding foster youth enrolled in the Districts. Participating Districts will have the option to accept or reject that updated information through its own electronic student information system.

CONFIDENTIALITY

13. OCDE and Districts will maintain the confidentiality of any and all personally identifiable information exchanged by each as part of this MOU. The confidentiality requirements under this paragraph shall survive termination or expiration of this MOU or any subsequent agreement intended to supersede this MOU. To ensure the continued confidentiality and security of the data processed, stored, or transmitted under this MOU, OCDE and Districts shall establish a system of safeguards that will at minimum include the following:

- a. Procedures and systems that ensure all PII is kept in secured facilities and access to such records is limited to personnel who are authorized to have access to said data under this section of the MOU.
- b. All designated staff involved in the handling, transmittal, and/or processing of data as part of this MOU are bound under this MOU to maintain the confidentiality of all student related PII.
- c. Assurances that OCDE and Districts shall comply with the access log requirements of Education Code section 49064.
- d. Procedures and systems shall require the use of secured passwords to access computer databases used to process, store, or transmit data provided under this MOU.
- e. Procedures and systems, such as good practices for assigning passwords, shall be developed and implemented to maintain integrity of the system used to secure computer databases used to process, store, or transmit data provided under this MOU.
- f. Procedures and systems that ensure that all confidential student data processed, stored and/or transmitted under the provisions of this MOU shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data.
- g. The right of access granted shall not include the right to add, delete, or alter data without the written permission of the agency owning the data, or as authorized by statute.

- h. The procedures and systems developed and implemented to process, store, or transmit data provided under this MOU shall ensure that any and all disclosures of confidential student data comply with all provisions of FERPA and California law relating to the privacy rights of students, such as but not limited to, Information Practices Act and the California Public Records Act insofar as such laws are applicable to the parties to this MOU.
- i. Upon position transfer and/or personnel termination, access will be removed by OCDE upon written notification from Districts in a timely manner.
- j. OCDE and its third party vendors will ensure compliance with FERPA and mandatory posting of student privacy and pupil records policies for State of California Assembly Bill 1584. The procedures and systems developed and implemented to process, store, or transmit data provided shall ensure that any and all disclosures of confidential student data comply with all provisions of FERPA and California law relating to the privacy rights of students, such as but not limited to, the Information Practices Act and the California Public Records Act insofar as such laws are applicable. FERPA is a federal law that protects the privacy of student education records. The law applies to all local educational agencies that receive funds under an applicable program of the U.S. Department of Education.
- k. Any agency that owns or licenses computerized data that includes personal information shall disclose any breach of the security of the system following discovery or notification of the breach in the security of the data to any resident of California whose unencrypted personal information was, or is reasonably believed to have been, acquired by an unauthorized person. The disclosure shall be made in them most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement, as provided in subdivision (c), or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system. (California Civil Code § 17908.29(a).)

OWNERSHIP AND MAINTENANCE OF OCIFYED

14. It is the understanding of Districts that OCDE has a license to use the OCIFYED software that constitutes the OCIFYED system. OCDE will maintain the OCIFYED utilizing data downloaded from the Orange County CWA and participating Orange County Districts. The Districts acknowledge and agree that OCDE may, at some time in the future, secure agreements with other county child welfare agencies in California (e.g., Los Angeles, Riverside, San Bernardino, San Diego) to download data for foster youth who are attending schools within the Districts into the OCIFYED. The OCIFYED will display education information for foster youth under the jurisdiction of the juvenile courts. The OCDE OCIFYED will ensure that participating Districts have access to this information in order to identify foster youth they are currently serving. OCDE will then provide an educational passport to the foster youth's agency caseworker authorized to access a student's case plan (as defined in 42 U.S.C. 675(1)) to ensure educational stability of children in foster care, when the child welfare agency is legally responsible, in accordance with State law, for the care and protection of the student, to assist the agency caseworker in case management.

IMPLEMENTATION

15. Training will be provided to all stakeholders on implementation of the MOU by their respective agency. Stakeholders having difficulties with implementation may contact the OCDE Foster Youth Services at (714) 835-4909, who will facilitate communication so that solutions can be explored for incorporation into updates.

INTERNAL METHODS AND MONITORING

16. The Districts and OCDE certify that they have internal policies and procedures regarding access to and confidentiality of pupil records in order to implement this MOU to the maximum extent possible and monitor self-compliance, including compliance with all relevant laws.

CONFLICT OF INTEREST

17. Superintendent represents Superintendent has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this MOU and that no person having any such interest shall be subcontracted in connection with this MOU, or employed by Superintendent. Should a conflict of interest issue arise, Superintendent agrees to fully cooperate in any inquiry and to provide the Districts with all documents or other information reasonably necessary to enable the Districts to determine whether or not a conflict of interest existed or exists.

INDEMINIFICATION

18. OCDE and Districts agree to defend, indemnify, save, and hold harmless each other, their Governing Board Members, officers, administrators, employees, agents, attorneys, and contractors (collectively, "Indemnitees") against all liability, loss, damage, causes of action and expenses (including reasonable attorneys' fees and costs actually incurred), asserted by a non-party to this MOU, for or in connection with injury, damage or loss to any person or property to the extent that such injury, damage or loss results from or is connected with negligent, reckless and/or intentional acts and omissions of one or more parties to the MOU. This provision shall only apply to disputes between parties to this MOU and third parties, and shall not apply to disputes involving only parties to this MOU. This provision shall not be limited to the availability or collectability of insurance coverage.

ENTIRE AGREEMENT

19. This MOU states the entire agreement between OCDE and Districts with respect to its subject matter and supersedes any previous and contemporaneous or oral representations, statements, negotiations, or agreements.

SEVERABILITY

20. If any provision of this MOU is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this MOU such provision shall be fully severable. This MOU shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this MOU.

WAIVER

21. Waiver by any signatory to this MOU of any breach of any provision of this MOU or warranty of representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under the MOU shall not operate as a waiver of such right. All rights and remedies provided for in this MOU are cumulative.

MODIFICATION AND AMENDMENTS

22. This MOU may be amended or modified at any time by written mutual agreement of the authorized representatives of the signatories to this MOU. Superintendent and Districts further agree to amend this MOU to the extent amendments are required by an applicable law or policy issued by an appropriate regulatory authority if the amendment does not materially affect the provision of this MOU. However, if new laws, policies, or regulations applicable to the Superintendent or Districts are implemented which materially affect the intent of the provision of this MOU, the authorized representative of the signatories to this MOU shall meet within a reasonable period of time (e.g. 20 business days) from the date of notice of such change of law, policy or regulations, to confer regarding how and/or if those laws, policies, or regulations will be applied or excepted.

TERM OF THIS MOU

23. This MOU will be effective when signed by each participating District and shall remain in effect until June 30, 2022. Each participating District is required to seek approval of this MOU by its Governing Board. This MOU is automatically renewable for five (5) years at the end of each five year term, unless the parties agree otherwise in writing. At any time, this MOU may be modified by mutual written consent of the participants as specified above or may be terminated by either participant upon thirty (30) days advance written notice to the other.

EFFECT OF TERMINATION

24. Upon termination, expiration or other conclusion of the MOU for any reason, OCDE shall return or, at the option of each District, provide for the destruction of all student information including confidential data received from the Districts, or created and received by OCDE on behalf of the Districts in connection with the MOU, that OCDE and its agents still maintain in any form, and shall retain no copies (other than system backups) of such student information including confidential data, except as required by law and to audit grant funds used to create the OCIFYED system. Not more than ten (10) calendar days after the termination of this MOU, OCDE shall both complete such return or destruction and certify in writing to the Districts that such return or destruction has been completed.

RETURN OR DESTRUCTION NOT FEASIBLE

25. If OCDE reports to the District(s) that return or destruction of the District(s) student information including confidential data maintained by OCDE in the OCIFYED is not feasible, OCDE must provide the District(s) with a written statement of the reason that return or destruction by OCDE or its agents is not feasible. If the District(s) determines that return or

destruction is not feasible, this MOU shall remain in full force and effect and sections 13, 14, 16 and 18, shall be applicable to any and all of the District(s) student information including confidential data held by OCDE or its agents in the OCIFYED.

NOTICES

26. All notices to be given under this MOU shall be in writing addressed to the Superintendent and/or the superintendent of the participating District and given to the 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.

EXECUTION

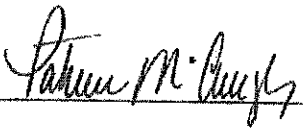
27. This MOU may be signed and delivered in counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the MOU, and the MOU shall not be binding on any party until such party has signed it.

28. The individuals signing this MOU warrant and represent that they are authorized to do so on behalf of their respective entity. This MOU is contingent upon approval by the participating District's Governing Board.

APPROVED AND ACCEPTED FOR
Orange County Superintendent of Schools

Name: Patricia McCaughey

Title: Administrator, Business Operations

Signed: 

Date: December 20, 2017

APPROVED AND ACCEPTED FOR
School Districts

Anaheim Elementary School District

Name: _____

Title: _____

Date: _____

Anaheim Union High School District

Name: _____

Title: _____

Date: _____

Brea Olinda Unified School District

Name: _____

Title: _____

Date: _____

Buena Park School District

Name: _____

Title: _____

Date: _____

Capistrano Unified School District

Name: _____

Title: _____

Date: _____

Centralia School District

Name: _____

Title: _____

Date: _____

Cypress School District

Name: _____

Title: _____

Date: _____

Fountain Valley School District

Name: _____

Title: _____

Date: _____

Fullerton Joint Union High School District

Name: _____

Title: _____

Date: _____

Fullerton School District

Name: _____

Title: _____

Date: _____

Garden Grove Unified School District

Name: _____

Title: _____

Date: _____

Huntington Beach City School District

Name: _____

Title: _____

Date: _____

Huntington Beach Union High School District

Name: _____

Title: _____

Date: _____

Irvine Unified School District

Name: _____

Title: _____

Date: _____

La Habra City School District

Name: _____

Title: _____

Date: _____

Laguna Beach Unified School District

Name: _____

Title: _____

Date: _____

Los Alamitos Unified School District

Name: _____

Title: _____

Date: _____

Lowell Joint School District

Name: _____

Title: _____

Date: _____

Magnolia School District

Name: _____

Title: _____

Date: _____

Newport-Mesa Unified School District

Name: _____

Title: _____

Date: _____

Ocean View School District

Name: _____

Title: _____

Date: _____

Orange Unified School District

Name: _____

Title: _____

Date: _____

Placentia-Yorba Linda Unified School District

Name: _____

Title: _____

Date: _____

Saddleback Valley Unified School District

Name: _____

Title: _____

Date: _____

Santa Ana Unified School District

Name: _____

Title: _____

Date: _____

Savanna School District

Name: _____

Title: _____

Date: _____

Tustin Unified School District

Name: _____

Title: _____

Date: _____

Westminster School District

Name: _____

Title: _____

Date: _____

AGENDA ITEM BACKUP SHEET
October 9, 2018

Board Meeting

TITLE: Approval/Ratification of Listing of Software License Agreements with Santa Ana Unified School District for 2018-19 School Year

ITEM: Consent

SUBMITTED BY: Manoj Roychowdhury, Interim Deputy Superintendent, Administrative Services

PREPARED BY: Jonathan Geiszler, Director, Purchasing and Stores

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval/ratification of the listing of software license agreements with Santa Ana Unified School District for the 2018-19 school year.

ITEM SUMMARY:

- Software License Agreements for the 2018-19 school year

RATIONALE:

Software License Agreements have been requested by school sites and District staff to enhance and support educational programs and provide professional development to improve student achievement. The attached list identifies various software license agreements that will provide services throughout the District.

LCAP Goal: 3 Cultivate and maintain a healthy, safe, secure, and respectful school and working environmental for all.

Action: 07 Support the enhancement of school climate through smooth operations, processes, and customer service by ensuring that all staff engage in culturally proficient interaction with the public and customer service.

Services: 010 Purchasing

FUNDING:

Various Funds

RECOMMENDATION:

Approve/ratify the listing of software license agreements with Santa Ana Unified School District for the 2018-19 school year.

MR:jg:mm

2018-19 Annual Listing of Software Licenses

October 9, 2018

Software Recommended for Board Approval

| # | Vendor | Software | 2017-18 Amount | 2018-19 Amount |
|-----------------|--------------------------------|---|----------------|----------------|
| 1 | Telestream | Live video streaming software | 2,502.00 | 2,338.38 |
| 2 | Don Johnston | Reading and writing software for students with autism and other complex needs | 4,189.71 | 10,774.08 |
| 3 | ACDC Leadership and Consulting | Exam preparation software for AP students | - | 700.00 |
| <i>Subtotal</i> | | | | 13,812.46 |

Amendments Recommended for Board Approval

| # | Vendor | Software | Original Approval | Increase |
|-----------------|--------|---|-------------------|----------|
| 4 | Raptor | Visitor, Volunteer & Contractor Management allowing District to know and approve who is coming onto our school campuses | 28,800.00 | 1,800.00 |
| <i>Subtotal</i> | | | | 1,800.00 |

2018/19 Software Previously Board Approved

| # | Vendor | Software | 2017-18 Amount | 2018-19 Amount |
|----|--|---|----------------|----------------|
| 5 | 5-Star Students, LLC | Student engagement system | - | 2,061.00 |
| 6 | Achieve3000 | Achieve3000 licenses | 188,901.74 | 200,000.00 |
| 7 | ACT, Inc. | Student testing software | 75,142.50 | 35,000.00 |
| 8 | Actively Learn | Online literacy platform | 11,815.00 | 4,865.00 |
| 9 | Aeries Software | Aeries software license and support subscription | 112,760.00 | 112,760.00 |
| 10 | Alteryx | Alteryx Designer Desktop | 15,585.00 | 15,585.00 |
| 11 | American Red Cross | On Line Learning Management module for CPR/First Aid/AED instruction. | 2,500.00 | 2,000.00 |
| 12 | Amgraf, Inc. | Windows software for the creation of electronic and Internet forms with PDF generator module | 3,825.50 | 2,075.50 |
| 13 | Apex Learning | 12 month subscription of comprehensive courses for SAUSD High schools | 98,200.00 | 98,200.00 |
| 14 | AZComp Technologies | Medical billing software for ROP | - | 7,468.10 |
| 15 | Blackboard – ParentLink/ Mobile Communications App | Will provide a reliable mass notification system for sending messages via voice, text, email, push notification, website announcement, website alert, and social media and includes teacher-to-parent communication tool. | 87,368.40 | 73,360.56 |
| 16 | Blackboard - Schoolwires Web Hosting Services | Will provide Website and content management system software with reliable web hosting that offer web presence to engage our K-12 community with easy-to-use web tools optimized for mobile viewing to editing content, upload photos, and communicate with our district audiences effortlessly. | 62,796.00 | 62,796.00 |
| 17 | Blazar Communications | Mailing hardware and software maintenance | 25,366.00 | 26,000.00 |
| 18 | Bluebeam | Construction drawing software | 4,185.00 | 4,200.00 |

| # | Vendor | Software | 2017-18 Amount | 2018-19 Amount |
|----|------------------------------|---|----------------|----------------|
| 19 | Brainpop | Online instruction software | 13,710.00 | 13,710.00 |
| 20 | BrightBytes | BrightBytes administers a technology access and integration survey to students, parents, and staff each year. The resulting data has been an integral component of our annual LCAP planning process and provides insights into how well we are integrating technology into our classroom instruction. | 92,658.23 | 92,658.23 |
| 21 | Britannica | Database collection | 31,895.00 | 32,000.00 |
| 22 | Canvas | Cloud-based learning management system (LMS) SAUSD is using to connect digital tools and resources to students, teachers, parents, and the community | 218,304.87 | 225,000.00 |
| 23 | Cater Trax | To provide service and support of the online catering software that includes website hosting, technical support, service pack maintenance, and all on-going updates and enhancements. | 2,700.00 | 2,700.00 |
| 24 | CollegeBoard | College Ready and Success System | 160,825.00 | 203,394.00 |
| 25 | Continuity Focus | Data security software and hardware | 378,192.43 | 149,925.62 |
| 26 | Curriculum Associates | iReady diagnostic and instructional for math and reading | 7,100.00 | 7,100.00 |
| 27 | Discovery Education | Instructional videos and multimedia assets that can be downloaded for use in the classroom. Provides curriculum standards search capabilities to align multimedia material to the content standards. | - | 75,000.00 |
| 28 | E-Control Systems, Inc. | Temperature monitoring software support for Nutrition Services | 450.00 | 450.00 |
| 29 | ECS Imaging | Laserfiche software | 29,668.00 | 29,767.00 |
| 30 | EDClub | 1 year subscription to Typing Club. | 1,516.80 | 1,550.00 |
| 31 | Edmentum | Reading Eggs - Program License (July 1, 2017 - June 30, 2018) | 3,200.00 | 3,200.00 |
| 32 | Education Management, Inc. | To provide annual support of the Meals Plus Point of Sale site licensing at all school sites. | 30,597.75 | 12,760.50 |
| 33 | Enchanted Learning | children's educational resources which are designed to capture the imagination while maximizing creativity, learning, and enjoyment. | 3,480.00 | 4,000.00 |
| 34 | EnergyCAP | Energy management software | 4,266.00 | 4,266.00 |
| 35 | eSchool Solutions | Substitute system | 31,978.72 | 31,978.72 |
| 36 | Explore Learning | Relflex and Gizmos licenses | 30,597.75 | 3,275.00 |
| 37 | Explore Learning | Reflex Math Site License | 2,965.50 | 3,000.00 |
| 38 | Faronics | Computer management and protectoin software | 15,153.60 | 15,200.00 |
| 39 | Filemaker Pro Advisor | Custom app creator | 5,493.65 | 5,533.00 |
| 40 | Flocbulary | Online vocabulary instructional resource | 4,400.00 | 4,400.00 |
| 41 | Follett Educational Services | Infrastructure software to inventory and circulate all district textbooks, Chromebooks, iPads, and other technology as well as all school library books including compatible audiobook and ebook platforms | 57,889.34 | 58,000.00 |
| 42 | Gale | Gale Student Resources in Context is a general research database for the high schools which provides access to magazine and journal articles, reference works, primary sources, etc | 22,365.00 | 24,000.00 |
| 43 | Goguardian | Website content filters | 3,780.00 | 14,000.00 |
| 44 | Gray Step Software | Software Agreement is needed for our ASB accounting. ASBworks is the new ASB software that we are using. | 10,482.00 | 23,000.00 |
| 45 | Home Campus | Athletic Association Software for Valley High School | 1,195.00 | 1,195.00 |

| # | Vendor | Software | 2017-18 Amount | 2018-19 Amount |
|----|--|--|----------------|----------------|
| 46 | Hoonuit | Web-based software training for more than 100 applications student and educators use everyday. There are short, easy-to-view-and-understand tutorials that can be viewed anytime/anywhere there is Internet access. | 11,998.60 | 14,000.00 |
| 47 | Illuminate | Data and Assessment Management System with Grading Software Board Approved | 225,125.00 | 225,126.00 |
| 48 | Image One | To provide the design and support of the LCFF English/Spanish meal applications, and software support of Rocketscan. | 1,800.00 | 7,490.00 |
| 49 | ISITE Software, School Nutrition and Fitness | To provide service and support of the Nutrition Services web site. | 995.00 | 1,995.00 |
| 50 | IXL Learning | Math Site licenses for grades 6-8 | 17,640.00 | 17,640.00 |
| 51 | Jamf Software | Enterprise management software for the Apple platform | 23,255.00 | 34,128.00 |
| 52 | Kaltura | License, software, and support for the Kaltura video platform product for use with Canvas, districtwide. | 56,340.00 | 56,340.00 |
| 53 | Learning A-Z | Educational Resources For Teachers, Students & Schools Reading License | 12,099.00 | 12,250.00 |
| 54 | Learning Genie, Inc, | Portfolio, assessment and family engagement | 5,168.00 | 10,910.00 |
| 55 | Lexia | Reading Core5 Subscription | 278,445.47 | 280,000.00 |
| 56 | Mastery Connect | Assessment and benchmark software | 3,420.00 | 7,045.00 |
| 57 | MIND Research Institute | ST Math is a software program used in virtually all of our elementary schools as a supplemental curriculum for students. In many classrooms, the program supports a blended rotation model that engages students in self-paced learning through the ST math platform. We recently completed a program evaluation that demonstrates that the students who use the ST Math platform the most have the largest gains in math performance as measured by the MAP assessment. | 242,063.47 | 171,697.00 |
| 58 | Mitchell Repair Information Company | Online automotive repair information, vehicle maintenance, automotive diagnostic data, and labor estimating website for ROP | 2,427.00 | 1,099.00 |
| 59 | MobyMax | Reading, Writing, Language, Math & Assessments | 5,526.00 | 5,550.00 |
| 60 | MyOn | MyOn License | 111,100.60 | 112,000.00 |
| 61 | Mystery Science | Mystery Science school membership | 8,738.00 | 8,800.00 |
| 62 | NCS Pearson/Certiport | Gmetrix MOS practice tests and exams for ROP | 15,380.00 | 15,500.00 |
| 63 | Nearpod | Student online learning | 7,749.00 | 8,000.00 |
| 64 | Netwrix | Data risk monitoring and protection | 38,959.90 | 39,000.00 |
| 65 | News-2-You* | Special educations software, curriculum and learning tools | - | 45,805.80 |
| 66 | NewsELA | Online library | 40,756.00 | 41,000.00 |
| 67 | NNAT 3 (Pearson) | NNAT3 online license | 49,750.00 | 49,750.00 |
| 68 | Noetix | Oracle business intelligence program enhancements | 19,438.00 | 20,215.00 |
| 69 | NoRedInk | Internet based writing curriculum | 8,500.00 | 8,500.00 |
| 70 | Northwest Evaluation Association | Web-based MAP learning | 506,000.00 | 506,000.00 |
| 71 | Oracle | Enterprise resource planning software license and maintenance | 385,511.59 | 385,600.00 |
| 72 | Panorama Education | Survey Administration, analysis, and reporting | 63,000.00 | 63,000.00 |
| 73 | Parchment | full- service student record/transcript exchange platform for all District high schools | 28,000.00 | 29,680.00 |
| 74 | Pearson Ed, Inc. | iLit licenses | 309,323.64 | 260,390.40 |

| # | Vendor | Software | 2017-18 Amount | 2018-19 Amount |
|-----|-------------------------------|---|----------------|----------------|
| 75 | Powtoon | Video creator | - | 708.00 |
| 76 | Public Safety Software Group | Volunteer management system for police explorer program | 162.00 | 324.00 |
| 77 | Ragnasoft Incorporated | Planit scheduling service for SAUSD Police | 3,040.00 | 3,040.00 |
| 78 | Raptor | Visitor, Volunteer & Contractor Management allowing District to know and approve who is coming onto our school campuses | 28,800.00 | 28,800.00 |
| 79 | Reading Plus (PMD Consulting) | Subscription for Reading Plus | 97,400.00 | 97,500.00 |
| 80 | Renaissance | Accelerated Reader and Star Reader subscription | 29,858.30 | 427,645.34 |
| 81 | Renaissance Learning | software licenses for Dual Language Schools. | 23,858.30 | 24,000.00 |
| 82 | Rochester software | WebCRD | 8,950.00 | 8,950.00 |
| 83 | Rosetta Stone, LTD | Rosetta Stone licenses for K-12 and parents | 5,750.00 | 15,200.00 |
| 84 | School Dude | Work order system | 39,665.00 | 39,665.00 |
| 85 | Second Step | Social-emotional middle school program | - | 2,499.00 |
| 86 | Shmoop | School License for Math and ELA remediation. | 10,000.00 | 10,000.00 |
| 87 | Smart Learning Suite | Smart Learning Suite combines lesson delivery, assessment, student collaboration and game-based learning software into one ultimate education suite | 15,070.28 | 15,100.00 |
| 88 | Smarty Ants | Smarty Ants - Reading Software | 68,853.75 | 70,000.00 |
| 89 | Software House International | District wide Microsoft Licenses | 131,788.00 | 328,000.00 |
| 90 | Sokikom | Sokikom Common Core Math Program Software License | 10,400.00 | 10,400.00 |
| 91 | Starfall | Online instruction software | 1,890.00 | 1,900.00 |
| 92 | Stoneware | LanSchool K-12 Single School Site License (1500+ devices) in a single primary or single secondary school | 4,795.00 | 4,800.00 |
| 93 | Survey Gizmo | Online survey platform | 4,000.00 | 4,000.00 |
| 94 | SymbolStix PRIME* | Online symbol search engine and materials creation platform for individuals with special needs. | - | 19,417.90 |
| 95 | Tableau Server | Server - Web Client Interactor Maintenance | 6,000.00 | 6,000.00 |
| 96 | Tumblebooks | Online media platform with access to 300+ elementary level ebooks plus related videos and games. | 33,000.00 | 33,000.00 |
| 97 | Turnitin | Assignment originality software | 24,336.60 | 16,217.28 |
| 98 | Two trees | Lenovo secure cloud access, maintenance and technical support. Hosted, academic, volume 15000-40000 licenses, linux, WIN, Mac, Solaris | 23,125.00 | 23,125.00 |
| 99 | Unique Learning System* | Standards-based curriculum specifically designed so that students with special needs can access the general education curriculum | - | 117,732.10 |
| 100 | Vantage Learning | MY Access! Software site license | - | 75,000.00 |
| 101 | Vantage Learning | MY Access! Software site license | 458.10 | 500.00 |
| 102 | Vimeo | Video software | 399.00 | 399.00 |
| 103 | Visix | Software support and maintenance subscription renewal - #Axis TV, K12 standard server and meeting minder | 905.82 | 1,000.00 |
| 104 | VMI | Encapture, closed caption software for the Board | 17,940.00 | 18,000.00 |
| 105 | Vocabulary.com/Thinkmaps | Online vocabulary instructional resource | 12,150.00 | 12,150.00 |

* 3-Year license

Subtotal

5,541,018.05

2018/19 Software Licenses

5,554,830.51

AGENDA ITEM BACKUP SHEET
October 9, 2018

Board Meeting

TITLE: **Ratification of Expenditure Summary and Warrants Issued Over \$25,000 for the Period of September 12, 2018 through September 25, 2018**

ITEM: **Consent**

SUBMITTED BY: **Manoj Roychowdhury, Interim Deputy Superintendent, Administrative Services**

PREPARED BY: **Kelli Levanger, Director, Accounting, Payroll and Student Attendance**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board ratification of the Expenditure Summary Report and Detailed Warrant Listing Report of all payments over \$25,000. Warrants are payments of expenditures previously approved through Board action.

ITEM SUMMARY:

- Snapshot of all warrants issued for period of September 12, 2018 through September 25, 2018
- All expenditures were previously approved through prior Board action
- Board Policy 3300
- Required by Education Code

RATIONALE:

The Expenditure Summary Report provides a summary of all warrants created during the period of September 12, 2018 through September 25, 2018 by funding source. The Detailed Warrant Listing Report of expenditures \$25,000 and over lists each individual warrant created by vendor for the period of September 12, 2018 through September 25, 2018. Expenditures contained in these reports have been Board approved through prior Purchase Order agenda approval submissions. The warrants listed reflect payments against these Purchase Orders.

LCAP Goal: 3 Cultivate and maintain a healthy, safe, secure, and respectful school and working environmental for all.

Action: 07 Support the enhancement of school climate through smooth operations, processes, and customer service by ensuring that all staff engage in culturally proficient interaction with the public and customer service.

Services: 003 Accounting

FUNDING:

No fiscal impact.

RECOMMENDATION:

Ratify Expenditure Summary Report and Detailed Warrant Listing Report of all payments over \$25,000 for the period of September 12, 2018 through September 25, 2018.

MR:mm



Santa Ana Unified School District

Stefanie P. Phillips, Ed.D., Superintendent

Date: September 26, 2018
To: Stefanie P. Phillips, Ed.D., Superintendent
From: Manoj Roychowdhury, Interim Deputy Superintendent, Administrative Services
Subject: Expenditures Summary: From 12-SEP-2018 through 25-SEP-2018

| | |
|---------------------------------------|----------------|
| Fund 01 General Fund | \$3,714,016.81 |
| Fund 09 Charter School Fund | \$3,559.91 |
| Fund 12 Child Development | \$11,143.39 |
| Fund 13 Cafeteria Fund | \$1,060,647.64 |
| Fund 14 Deferred Maintenance Fund | \$81,103.31 |
| Fund 25 Capital Facilities Fund | \$1,645.00 |
| Fund 35 County School Facilities Fund | \$169,523.00 |
| Fund 40 Special Reserve Fund | \$124,070.83 |
| Fund 56 Debt Service Fund | \$321,892.08 |
| Fund 68 Workers' Compensation | \$134,720.36 |
| Fund 69 Health & Welfare | \$1,458,604.66 |
| Fund 81 Property & Liability | \$31,255.43 |
| Total Expenditures: | \$7,112,182.42 |

Prepared by: Kelli Levanger, Director, Accounting, Payroll and Student Attendance
Expenditures summary report includes all District payments.

SAUSD Board of Education Warrant Listing

September 12, 2018*

Page 1 of 4

| <u>Check #</u> | <u>Vendor</u> | <u>Location</u> | <u>Amount</u> |
|-----------------------------|--|---|---------------------|
| Fund 01 General Fund | | | |
| 84255877 | ORANGE COUNTY DEPARTMENT OF EDUCATION Dept. SC-LCFF-Supplemental/Concentration | PUPIL SUPPORT SERVICES | \$456,439.00 |
| 84255847 | ACTIVE LEARNING, INC. 30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships | AFTER SCHOOL PROGRAMS | \$25,192.00 |
| 84255956 | OC TRANSIT, INC. SpEd Pupil Transportation | TRANSPORTATION DEPARTMENT | \$36,075.00 |
| 84256107 | JFK TRANSPORTATION IASA: Title I Basic Grants Low-Income and Neglected, Part A SC-LCFF-Supplemental/Concentration SpEd Pupil Transportation Unrestricted Discretionary Accounts | SEGERSTROM HIGH SCHOOL CENTURY HIGH SCHOOL GODINEZ FUNDAMENTAL HIGH SCHOOL SADDLEBACK HIGH SCHOOL SANTA ANA HIGH SCHOOL SEGERSTROM HIGH SCHOOL VALLEY HIGH SCHOOL TRANSPORTATION DEPARTMENT SANTA ANA HIGH SCHOOL SEGERSTROM HIGH SCHOOL VALLEY HIGH SCHOOL | \$64,653.50 |
| 84255952 | JFK TRANSPORTATION Pupil Transportation (7230/7240) SpEd Pupil Transportation Unrestricted - Regional Occupational Center Program (ROC/P 6350) | TRANSPORTATION DEPARTMENT TRANSPORTATION DEPARTMENT REGIONAL OCCUPATIONAL PROGRAM | \$64,325.50 |
| 84255951 | DURHAM SCHOOL SERVICES, L.P. SpEd Pupil Transportation | TRANSPORTATION DEPARTMENT | \$556,795.34 |
| 84255892 | XEROX CORPORATION Department Unrestricted Discretionary Accounts | DISTRICT-WIDE | \$47,066.90 |

SAUSD Board of Education Warrant Listing

September 12, 2018

Page 2 of 4

| <u>Check #</u> | <u>Vendor</u> | <u>Location</u> | <u>Amount</u> |
|----------------|--|-------------------------------|---------------|
| 84255961 | PROJECT LEAD THE WAY, INC. California Career Pathways Trust | REGIONAL OCCUPATIONAL PROGRAM | \$31,757.43 |
| | Unrestricted - Regional Occupational Center Program (ROC/P 6350) | REGIONAL OCCUPATIONAL PROGRAM | |
| 84255880 | SOUTHERN CALIFORNIA EDISON Department Unrestricted Discretionary Accounts | DISTRICT-WIDE | \$97,970.84 |
| 84255864 | FOLLETT SCHOOL SOLUTIONS, INC. IASA: Title I Basic Grants Low-Income and Neglected, Part A | SEGERSTROM HIGH SCHOOL | \$63,081.79 |
| | Lottery: Instructional Materials | STATE TEXTBOOKS | |
| | SC-LCFF-Supplemental/Concentration | SADDLEBACK HIGH SCHOOL | |
| 84255855 | DE LAGE LANDEN FINANCIAL SERVICES, INC dba DE Department Unrestricted Discretionary Accounts | DISTRICT-WIDE | \$95,754.30 |
| 84255854 | CITY OF SANTA ANA Department Unrestricted Discretionary Accounts | DISTRICT-WIDE | \$28,141.34 |
| 84255849 | AT&T Department Unrestricted Discretionary Accounts | DISTRICT-WIDE | \$67,929.97 |
| 84256086 | AREY JONES EDUCATIONAL SOLUTIONS CTE Incentive Grant | REGIONAL OCCUPATIONAL PROGRAM | \$123,667.65 |
| | Unrestricted Discretionary Accounts | GARFIELD ELEMENTARY SCHOOL | |
| | | WILSON ELEMENTARY SCHOOL | |
| 84256101 | INSTRUCTURE, INC. Dept. SC-LCFF-Supplemental/Concentration | K-12 TEACHING AND LEARNING | \$188,320.02 |
| 84255884 | U S BANK - CAL CARD Unrestricted Discretionary Accounts | DISTRICT-WIDE | \$88,755.30 |

SAUSD Board of Education Warrant Listing

September 12, 2018

Page 3 of 4

| <u>Check #</u> | <u>Vendor</u> | <u>Location</u> | <u>Amount</u> |
|--|--|--|---------------|
| Fund 13 Cafeteria Fund | | | |
| 84255993 | GOLD STAR FOODS Child Nutrition: School Programs | NUTRITION SERVICES | \$167,516.35 |
| 84255991 | GOLD STAR FOODS Child Nutrition: School Programs | NUTRITION SERVICES | \$34,951.43 |
| 84255995 | GOLD STAR FOODS Child Nutrition: School Programs | NUTRITION SERVICES | \$149,884.34 |
| 84255997 | GOLD STAR FOODS Child Nutrition: School Programs | NUTRITION SERVICES | \$71,604.71 |
| 84256000 | LOEWY ENTERPRISES, INC. dba SUNRISE PRODUCE Child Nutrition: School Programs | HOP SHOP NUTRITION SERVICES | \$40,952.10 |
| 84256002 | LOEWY ENTERPRISES, INC. dba SUNRISE PRODUCE Child Nutrition: School Programs | NUTRITION SERVICES | \$48,229.61 |
| 84255974 | GOLD STAR FOODS Child Nutrition: School Programs | NUTRITION SERVICES | \$94,367.38 |
| Fund 14 Deferred Maintenance Fund | | | |
| 84256012 | INTERIOR MANAGEMENT, INC. Fund 14 Deferred Maintenance Fund | BUILDING SERVICES | \$29,737.50 |
| Fund 40 Special Reserve Fund | | | |
| 84256022 | GOLD COAST FENCE, INC. Emergency Repair Program-Williams Case | CARR INTERMEDIATE SCHOOL WILSON ELEMENTARY SCHOOL | \$79,165.10 |

SAUSD Board of Education Warrant Listing

September 12, 2018

Page 4 of 4

| <u>Check #</u> | <u>Vendor</u> | <u>Location</u> | <u>Amount</u> |
|---|--|----------------------------|-----------------------|
| Fund 69 Health & Welfare | | | |
| 84256027 | ALAMEDA COUNTY SCHOOLS INSURANCE GROUP (ACSIG) | | \$331,806.37 |
| | Health & Welfare - Active Employees | DISTRICT EMPLOYEE BENEFITS | |
| | Health & Welfare - Retired Employees | DISTRICT EMPLOYEE BENEFITS | |
| 84256028 | MARSH & MCLENNAN AGENCY LLC DBA BARNEY AND | | \$55,000.00 |
| | Fund 69 Health & Welfare | DISTRICT-WIDE | |
| 84256029 | SANTA ANA UNIFIED SCHOOL DISTRICT | | \$1,058,096.57 |
| | Health & Welfare - Active Employees | DISTRICT EMPLOYEE BENEFITS | |
| | Health & Welfare - Retired Employees | DISTRICT EMPLOYEE BENEFITS | |
| Fund 81 Property & Liability | | | |
| 84256032 | COMMUNICATIONS USA, INC. | | \$30,083.48 |
| | Fund 81 Property & Liability | RISK MANAGEMENT | |
| Grand Total: | | | \$4,227,320.82 |

**Warrant listing report includes payments for \$25,000 and over.*

SAUSD Board of Education Warrant Listing

September 19, 2018*

Page 1 of 5

| <u>Check #</u> | <u>Vendor</u> | <u>Location</u> | <u>Amount</u> |
|-----------------------------|---|--|--------------------|
| Fund 01 General Fund | | | |
| 84256327 | OC TRANSIT, INC. SpEd Pupil Transportation | TRANSPORTATION DEPARTMENT | \$45,175.00 |
| 84256188 | CITY OF SANTA ANA Department Unrestricted Discretionary Accounts | DISTRICT-WIDE | \$56,595.32 |
| 84256191 | DEVEREUX CLEO WALLACE DBA DEVEREAUX Special Ed: Mental Health Services Special Education | SPECIAL EDUCATION SPECIAL EDUCATION | \$29,178.38 |
| 84256193 | DISCOVERY CUBE ORANGE COUNTY 30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships | AFTER SCHOOL PROGRAMS | \$56,545.50 |
| 84256198 | PLAYWORKS EDUCATION ENERGIZED One-Time Carryover Funds Unrestricted Discretionary Accounts | FREMONT ELEMENTARY SCHOOL JEFFERSON ELEMENTARY SCHOOL JEFFERSON ELEMENTARY SCHOOL | \$29,250.00 |
| 84256199 | RODOLFO CAZALES dba TOYAMA KARATE-DO 30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships | AFTER SCHOOL PROGRAMS | \$25,129.60 |
| 84256205 | WEX BANK, dba WRIGHT EXPRESS FSC Department Unrestricted Discretionary Accounts Dept. SC-LCFF-Supplemental/Concentration Facilities and Government Relations Unrestricted Discretionary Accounts Ongoing & Major Maintenance Account SC-LCFF-Supplemental/Concentration | PURCHASING DEPARTMENT TECHNOLOGY INNOVATION SERVICES TRANSPORTATION DEPARTMENT WAREHOUSE AND DELIVERY SCHOOL POLICE SERVICES FACILITIES/GOVERNMENTAL RELATIONS BUILDING SERVICES CENTURY HIGH SCHOOL GODINEZ FUNDAMENTAL HIGH SCHOOL | \$28,724.67 |

SAUSD Board of Education Warrant Listing

September 19, 2018

Page 2 of 5

| <u>Check #</u> | <u>Vendor</u> | <u>Location</u> | <u>Amount</u> |
|-----------------|--|---------------------------------|--------------------|
| | | SADDLEBACK HIGH SCHOOL | |
| | | SANTA ANA HIGH SCHOOL | |
| | | SEGERSTROM HIGH SCHOOL | |
| | | VALLEY HIGH SCHOOL | |
| | Unrestricted - Regional Occupational Center Program (ROC/P 6350) | REGIONAL OCCUPATIONAL PROGRAM | |
| 84256232 | SELMAN CHEVROLET COMPANY | | \$42,240.11 |
| | Ongoing & Major Maintenance Account | BUILDING SERVICES | |
| 84256313 | BEACON DAY SCHOOL, INC. | | \$31,462.44 |
| | Special Education | SPECIAL EDUCATION | |
| 84256183 | ACTIVE LEARNING, INC. | | \$25,192.00 |
| | 30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships | AFTER SCHOOL PROGRAMS | |
| 84256319 | JFK TRANSPORTATION | | \$71,725.50 |
| | 30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships | HOOVER ELEMENTARY SCHOOL | |
| | Pupil Transportation (7230/7240) | TRANSPORTATION DEPARTMENT | |
| | SpEd Pupil Transportation | TRANSPORTATION DEPARTMENT | |
| | Unrestricted - Regional Occupational Center Program (ROC/P 6350) | REGIONAL OCCUPATIONAL PROGRAM | |
| 84256329 | PORTVIEW PREPARATORY, INC. | | \$25,165.00 |
| | Special Education | SPECIAL EDUCATION | |
| 84256352 | JFK TRANSPORTATION | | \$27,204.50 |
| | Communication Studies (Speech and Debate) | K-12 TEACHING AND LEARNING | |
| | Dept. SC-LCFF-Supplemental/Concentration | COMMUNITY RELATIONS | |
| | IASA: Title I Basic Grants Low-Income and Neglected, Part A | CENTURY HIGH SCHOOL | |
| | | GODINEZ FUNDAMENTAL HIGH SCHOOL | |
| | SC-LCFF-Supplemental/Concentration | CENTURY HIGH SCHOOL | |
| | | GODINEZ FUNDAMENTAL HIGH SCHOOL | |
| | | SADDLEBACK HIGH SCHOOL | |

SAUSD Board of Education Warrant Listing

September 19, 2018

Page 3 of 5

| <u>Check #</u> | <u>Vendor</u> | <u>Location</u> | <u>Amount</u> |
|-----------------|--|--|--------------------|
| | | SANTA ANA HIGH SCHOOL | |
| | | SEGERSTROM HIGH SCHOOL | |
| | | VALLEY HIGH SCHOOL | |
| | Special Education | SPECIAL EDUCATION | |
| | Unrestricted Discretionary Accounts | GODINEZ FUNDAMENTAL HIGH SCHOOL | |
| | | SADDLEBACK HIGH SCHOOL | |
| | | SANTA ANA HIGH SCHOOL | |
| | | SANTIAGO ELEMENTARY SCHOOL | |
| | | VALLEY HIGH SCHOOL | |
| | | WILLARD INTERMEDIATE SCHOOL | |
| 84256355 | LAKESHORE LEARNING MATERIALS | | \$26,395.61 |
| | 30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships | GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL | |
| | | KING ELEMENTARY SCHOOL | |
| | Head Start | ADAMS ELEMENTARY SCHOOL | |
| | | CHILD DEVELOPMENT | |
| | | EDISON ELEMENTARY SCHOOL | |
| | | JACKSON ELEMENTARY SCHOOL | |
| | | KENNEDY ELEMENTARY SCHOOL | |
| | | MITCHELL CHILD DEVELOPMENT CENTER | |
| | | MONTE VISTA ELEMENTARY SCHOOL | |
| | | ROOSEVELT ELEMENTARY SCHOOL | |
| | IASA:Title I Basic Grants Low-Income and Neglected, Part A | ADAMS ELEMENTARY SCHOOL | |
| | | CARVER ELEMENTARY SCHOOL | |
| | | HENINGER ELEMENTARY SCHOOL | |
| | | HOOVER ELEMENTARY SCHOOL | |
| | | JEFFERSON ELEMENTARY SCHOOL | |
| | | MADISON ELEMENTARY SCHOOL | |

SAUSD Board of Education Warrant Listing

September 19, 2018

Page 4 of 5

| <u>Check #</u> | <u>Vendor</u> | <u>Location</u> | <u>Amount</u> |
|-----------------------------------|--|------------------------------------|--------------------|
| | | MUIR FUNDAMENTAL ELEMENTARY SCHOOL | |
| | | SANTIAGO ELEMENTARY SCHOOL | |
| | SC-Early Learning (PreK-gr 6) | MONTE VISTA ELEMENTARY SCHOOL | |
| | Special Ed: IDEA Preschool Grants, | MITCHELL CHILD DEVELOPMENT CENTER | |
| | Special Education | GARFIELD ELEMENTARY SCHOOL | |
| | Unrestricted Discretionary Accounts | CARVER ELEMENTARY SCHOOL | |
| | | DAVIS ELEMENTARY SCHOOL | |
| | | DIAMOND ELEMENTARY SCHOOL | |
| | | HENINGER ELEMENTARY SCHOOL | |
| | | LINCOLN ELEMENTARY SCHOOL | |
| | | MARTIN ELEMENTARY SCHOOL | |
| | | ROMERO-CRUZ ELEMENTARY SCHOOL | |
| | | SANTIAGO ELEMENTARY SCHOOL | |
| | | TAFT ELEMENTARY SCHOOL | |
| | | WASHINGTON ELEMENTARY SCHOOL | |
| | | WILLARD INTERMEDIATE SCHOOL | |
| 84256314 | BLACKBOARD, INC. | | \$62,075.16 |
| | Department Unrestricted Discretionary Accounts | TECHNOLOGY INNOVATION SERVICES | |
| Fund 13 Cafeteria Fund | | | |
| 84256378 | GOLD STAR FOODS | | \$62,028.93 |
| | Child Nutrition: School Programs | NUTRITION SERVICES | |
| 84256413 | GOLD STAR FOODS | | \$32,012.97 |
| | Child Nutrition: School Programs | NUTRITION SERVICES | |
| 84256416 | LOEWY ENTERPRISES, INC. dba SUNRISE PRODUCE | | \$33,062.59 |
| | Child Nutrition: School Programs | NUTRITION SERVICES | |

SAUSD Board of Education Warrant Listing

September 19, 2018

Page 5 of 5

| <u>Check #</u> | <u>Vendor</u> | <u>Location</u> | <u>Amount</u> |
|--|---|------------------------------------|-----------------------|
| 84256418 | LOEWY ENTERPRISES, INC. dba SUNRISE PRODUCE Child Nutrition: School Programs | Hop Shop NUTRITION SERVICES | \$80,946.48 |
| Fund 35 County School Facilities Fund | | | |
| 84256442 | DEPARTMENT OF GENERAL SERVICES Fund 35 OPSC School Facilities Bond Projects | MUIR FUNDAMENTAL ELEMENTARY SCHOOL | \$162,750.00 |
| Fund 68 Workers' Compensation | | | |
| 84256447 | SANTA ANA UNIFIED SCHOOL DISTRICT WORKERS' Fund 68 Workers' Compensation | RISK MANAGEMENT | \$121,494.89 |
| Grand Total: | | | \$1,074,354.65 |

**Warrant listing report includes payments for \$25,000 and over.*

SAUSD Board of Education Warrant Listing

September 24, 2018*

Page 1 of 1

| <u>Check #</u> | <u>Vendor</u> | <u>Location</u> | <u>Amount</u> |
|----------------------------------|--|-----------------|---------------------|
| Fund 56 Debt Service Fund | | | |
| 84256451 | THE BANK OF NEW YORK MELLON TRUST COMPANY 2018 Refunding/COP 2007 | DISTRICT-WIDE | \$321,892.08 |
| <i>Grand Total:</i> | | | <i>\$321,892.08</i> |

**Warrant listing report includes payments for \$25,000 and over.*

U.S. BANK - CAL CARD

Warrant Listing - September 12, 2018

Check #: 84255884

| Account Name | Department | Position Title | Credit Limit | Amount Used |
|---------------------|------------------------------------|---|--------------|---------------|
| ADRIANA OLSON | School Police Services | Admin Secretary Sch Police Svcs-12 | \$200.00 | \$ - |
| ALDO ACEVES | Early Childhood Education | Early Learning Specialist-12 | \$200.00 | \$ 193.12 |
| ALFONSO JIMENEZ | Deputy Superintendents Office | Deputy Supt Ed Svcs | \$10,000.00 | \$ 2.00 |
| AMY SCRUTON | Willard Intermediate | Principal III | \$200.00 | \$ 42.58 |
| ANA GONZALEZ | Sepulveda Elementary | Principal I | \$200.00 | \$ 66.41 |
| ANISSA SEQUEIDA | Villa Fundamental | Principal III | \$200.00 | \$ 123.66 |
| ANTONETTE ROBERTO | Superintendents Office | Sec and Off Mgr for Super-12 | \$15,000.00 | \$ 8,502.99 |
| ANTONIO PASILLAS | Transportation | Vehicle Mechanic II-12 | \$200.00 | \$ 434.06 |
| ARMANDO GUTIERREZ | Hoover Elementary | Principal I | \$200.00 | \$ 149.17 |
| BETTY TAMARA RIOS | Monroe Elementary | Principal I | \$200.00 | \$ 176.72 |
| BRIAN ROBERT LILLIE | Santa Ana High | Teacher 9-12 | \$200.00 | \$ - |
| CAMILLE BODEN | Risk Management | Exec Dir of Risk Management-12 | \$200.00 | \$ 73.23 |
| CECILIA VUONG LUNA | Special Education | Executive Secretary-12 | \$2,000.00 | \$ 181.15 |
| CHARLOTTE ERVIN | Child Development | Coordinator | \$200.00 | \$ 88.97 |
| CYNTHIA LANDSIEDEL | Thorpe Fundamental | Principal II | \$200.00 | \$ 62.21 |
| DAICY CRUZ | Child Development | Parent Ed Spec-12 | \$200.00 | \$ 192.56 |
| DAMON VOIGHT | Middle College High | Principal I | \$200.00 | \$ 191.86 |
| DANA TRUCKER CLARK | REACH Academy | Principal I | \$200.00 | \$ 189.40 |
| DANIEL ALLEN | K12 Teaching and Learning | Asst Supt of Teaching and Learning | \$7,500.00 | \$ 1,436.84 |
| DAREK JARONCZYK | Special Education | Dir of Special Ed Svcs | \$200.00 | \$ - |
| DAVID CASPER | Mac Arthur Fundamental | Principal III | \$200.00 | \$ 141.65 |
| DAVID RICHEY | School Climate | Dir of Pupil Support Svcs | \$200.00 | \$ - |
| DEIDRA POWELL | Public Information Office | Chief Communications Officer-12 | \$1,000.00 | \$ 124.00 |
| DENISE BERTRAND | Diamond Elementary | Principal I | \$200.00 | \$ - |
| DIANA TORRES | Heroes Elementary School | Principal I | \$200.00 | \$ 86.50 |
| DOLORES TORRES | Purchasing | Sr Buyer-12 | \$25,000.00 | \$ 2,762.86 |
| DONALD ISBELL | ROP | Dir of ROP | \$200.00 | \$ - |
| DUNCAN MCCULLOCH | Seegerstrom High School | Principal IV | \$200.00 | \$ 193.24 |
| EDMOND HEATLEY | Business Services | Dep Supt Administrative Services-12 | \$10,000.00 | \$ (1,417.86) |
| EDNA VELADO | Lincoln Elementary | Principal II | \$200.00 | \$ 198.01 |
| EDWARD BUSTAMANTE | Saddleback High | Principal IV | \$200.00 | \$ 60.00 |
| EDWARD WINCHESTER | K12 School Performance and Culture | Exec Dir Sec Curriculum and Inst | \$2,500.00 | \$ 101.77 |
| ELEANOR RODRIGUEZ | King Elementary | Principal II | \$200.00 | \$ 164.61 |
| ELISA YOUNGER | Sierra Preparatory Academy | Principal III | \$200.00 | \$ - |
| ERICA GRAVES | Romero Cruz Elementary | Principal I | \$200.00 | \$ 189.91 |
| ETIL GUILLEN | Purchasing | Buyer-12 | \$25,000.00 | \$ 669.00 |
| FELISA GEAR | Greenville Fundamental School | Principal II | \$200.00 | \$ 190.25 |
| FERNANDO DURAN | Jefferson Elementary | Principal II | \$200.00 | \$ - |
| GABRIEL MORENO | Mendez Fundamental | Principal III | \$200.00 | \$ - |
| GEORGE M BELLO | Mitchell Child Development | Principal Spl Ed Infant Preschool Program | \$200.00 | \$ - |
| GINA ZYBURT | Edison Elementary | Principal I | \$200.00 | \$ - |
| GREGORY S COOMBS | Godinez High School | Teacher 9-12 | \$200.00 | \$ - |
| HEIDI CISNEROS | Pupil Support Services | Exec Dir of Pupil Support Svcs | \$1,000.00 | \$ 499.52 |
| HERMINIO B BAUTISTA | Taft Elementary | Principal I | \$200.00 | \$ 135.21 |
| IGNACIO MUNIZ | McFadden Intermediate | Principal III | \$200.00 | \$ 169.53 |
| JACQUELINE HANNA | Purchasing | Buyer-12 | \$25,000.00 | \$ 2,509.22 |
| JEFF BISHOP | Santa Ana High | Principal IV | \$200.00 | \$ 161.36 |
| JENNIFER M CISNEROS | After School Programs | Dir of Extended Learning Programs-12 | \$200.00 | \$ - |
| JESSE CHURCH | Godinez High School | Principal IV | \$200.00 | \$ 104.80 |
| JIMMY BRUHL | Special Projects/Wellness | Coord of Special Projects | \$200.00 | \$ 150.00 |
| JOHN MARTINEZ | Building Services | Sr Groundskeeper-12 | \$200.00 | \$ 121.30 |
| JOHN SCHRECK | Publications | Mgr of Logistics-12 | \$1,000.00 | \$ 896.24 |
| JOHN WYSOCKI | Building Services | Dir of Building Svcs-12 | \$1,000.00 | \$ - |
| JONATHAN SWANSON | Century High | Principal IV | \$200.00 | \$ 193.21 |
| JONATHAN W GEISZLER | Purchasing | Dir of Purchasing and Stores-12 | \$50,000.00 | \$ 37,066.00 |
| JOSE LUIS PEDROZA | Carr Intermediate | Principal III | \$200.00 | \$ - |
| JOSH GODDARD | Nutrition Services | Mgr of Food Svcs Operations-12 | \$200.00 | \$ - |

U.S. BANK - CAL CARD

Warrant Listing - September 12, 2018

Check #: 84255884

| Account Name | Department | Position Title | Credit Limit | Amount Used |
|----------------------------|------------------------------------|---|--------------|------------------|
| JUAN C SALDIVAR | Transportation | Vehicle Mechanic II-12 | \$200.00 | \$ 505.23 |
| JUAN J RAMIREZ | Roosevelt Elementary | Principal II | \$200.00 | \$ - |
| KASEY KLAPPENBACK | Garfield Elementary | Principal I | \$200.00 | \$ 199.20 |
| KATHY GOMEZ | Early Childhood Education | School Readiness Coordinator | \$200.00 | \$ 196.56 |
| KATY C. CONSOLIDA | K12 School Performance and Culture | Dir of Transition Support Services | \$200.00 | \$ 1,028.59 |
| KEELY ORLANDO | Early Childhood Education | Dir of Early Childhood Education | \$200.00 | \$ 190.49 |
| KEVIN TONAI | Esqueda Elementary | Principal II | \$200.00 | \$ 162.19 |
| KIMBERLY GARCIA | Advanced Learning Academy | Principal I | \$200.00 | \$ - |
| KIMBERLY KEMPA | Carver Elementary | Principal II | \$200.00 | \$ - |
| LAURA MARTIN | Muir Fundamental School | Principal II | \$200.00 | \$ 115.30 |
| LISA C TREEN | Godinez High School | Teacher 9-12 | \$200.00 | \$ - |
| LISA SOLOMON | Madison Elementary | Principal II | \$200.00 | \$ 200.00 |
| LUIS ZUNIGA | Nutrition Services | Food Svc Production Supvr-12 | \$2,500.00 | \$ 1,891.95 |
| MANOJ ROYCHOWDHURY | Business Services | Asst Supt of Business Svcs-12 | \$7,500.00 | \$ 833.28 |
| MARIA GUADALUPE GOMEZ | Pio Pico Elementary | Principal I | \$200.00 | \$ 129.98 |
| MARIA LOPEZ GUERRA | Community Relations | Dir of Community Relations | \$200.00 | \$ 207.36 |
| MARIANA GARATE | Walker Elementary | Principal I | \$200.00 | \$ 91.01 |
| MARIBEL MARTINEZ | Business Services | Sr Exec Secretary-12 | \$2,000.00 | \$ - |
| MARICELA ROQUE | Fremont Elementary | Principal II | \$200.00 | \$ - |
| MARISOL REXACH | K12 Teaching and Learning | Dir of Prof Learning/Tchr Induction | \$1,000.00 | \$ 648.31 |
| MARJORIE A COCHRAN | K12 Teaching and Learning | Grant Writer-12 | \$200.00 | \$ 47.15 |
| MARK A MCKINNEY | Human Resources | Assoc Supt of Human Resources | \$7,500.00 | \$ 255.15 |
| MARK ORNELAS | Purchasing | Buyer-12 | \$25,000.00 | \$ 143.19 |
| MARK P RODRIGUEZ | Information Tech Center | Asst Dir of Tech Innov Svcs - Info Tech Support | \$200.00 | \$ - |
| MARY GREENE | Monte Vista Elementary | Principal I | \$200.00 | \$ 70.38 |
| MATTHEW G CRUZ | Chavez Continuation High | Principal I | \$200.00 | \$ 195.81 |
| MAYRA HELGUERA | Special Education | Asst Supt Spec Ed Spec Ed Local Plan Area S | \$7,500.00 | \$ 2,577.70 |
| MICHAEL BAKER | After School Pograms | Coord of Student Achievement | \$200.00 | \$ - |
| MIRIAM GONZALEZ-PEREZ | Lowell Elementary | Principal II | \$200.00 | \$ 130.32 |
| MICHAEL PARRA | Lorin Grisest Academy | Principal I | \$200.00 | \$ - |
| NICK JOHN CANZONE | Segerstrom High School | Teacher 9-12 | \$200.00 | \$ - |
| NORA C RODRIGUEZ | Human Resources | Sr Exec Secretary-12 | \$2,000.00 | \$ 333.93 |
| NORRIS PEREZ | Santiago Elementary | Principal II | \$200.00 | \$ 133.77 |
| NURIA SOLIS | EL Programs & Student Achievement | Dir of ELD Bilingual Programs | \$1,000.00 | \$ - |
| OMAR GARCIA | Purchasing | Buyer-12 | \$25,000.00 | \$ 4,149.08 |
| ORIN L WILLIAMS | Facilities | Asst Superintendent of Facilities-12 | \$7,500.00 | \$ 1,542.41 |
| PAUL SALAZAR | Child Development | Asst Coord Child Development | \$200.00 | \$ 123.48 |
| PETER RICHARDSON | Martin Elementary | Principal I | \$200.00 | \$ 170.96 |
| RICARDO ENZ | Information Tech Center | Dir of Technology Innovation Services-12 | \$1,000.00 | \$ 18.96 |
| RITA T PEREIRA | Franklin Elementary | Principal I | \$200.00 | \$ 59.53 |
| ROBERT A CHAVEZ | Information Tech Center | Asst Dir of Tech Innov Svcs - Network Support- | \$200.00 | \$ - |
| ROBERT ANGUIANO | Davis Elementary | Principal I | \$200.00 | \$ 197.51 |
| ROBERT MCDONALD | Harvey Elementary | Principal I | \$200.00 | \$ - |
| ROSA BERNAL | Facilities | Executive Secretary-12 | \$2,000.00 | \$ 26.35 |
| RUTH ZINTZUN | Purchasing | Purchasing Manager-12 | \$50,000.00 | \$ 7,118.69 |
| SALVADOR TINAJERO | Deputy Superintendents Office | Program Spec | \$200.00 | \$ (4.76) |
| SARA SHOREY | Adams Elementary | Principal I | \$200.00 | \$ 195.36 |
| SONIA RODARTE LLAMAS | K12 School Performance and Culture | Asst Supt of School Performance & Culture | \$7,500.00 | \$ 6,973.90 |
| STEFANIE PHILLIPS | Superintendents Office | Superintendent | \$10,000.00 | \$ 107.81 |
| STEVE KOTSUBO | Kennedy Elementary | Principal I | \$200.00 | \$ 136.91 |
| STUART CALDWELL | Spurgeon Intermediate | Principal III | \$200.00 | \$ 75.00 |
| VERONICA GUILLEN | Purchasing | Buyer-12 | \$25,000.00 | \$ - |
| WILLIAM SKELLY | Heninger Elementary | Principal II | \$200.00 | \$ - |
| August Grand Total: | | | \$ | 88,755.30 |

AGENDA ITEM BACKUP SHEET
October 9, 2018

Board Meeting

TITLE: **Ratification of Purchase Order Summary and Listing of all Purchase Orders, for the Period of September 12, 2018 through September 25, 2018**

ITEM: **Consent**

SUBMITTED BY: **Manoj Roychowdhury, Interim Deputy Superintendent, Administrative Services**

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board ratification of the Purchase Order Summary Report and Detailed Purchase Order Listing for all purchase orders created during the period of September 12, 2018 through September 25, 2018. **The Board through individual agenda items has previously approved purchase orders for contracts over \$25,000.**

ITEM SUMMARY:

- Snapshot of purchase orders issued between September 12, 2018 through September 25, 2018
- Board Policy 3300
- Education Code 17604

RATIONALE:

The Purchase Order Summary Report provides a summary of all purchase orders created during the period of September 12, 2018 through September 25, 2018 by funding source. The Detailed Purchase Order Listing Report lists each individual purchase order created by vendor for the period of September 12, 2018 through September 25, 2018. Board Policy 3300 and Education Code 17604 specifically authorizes the Board to delegate signature authority on behalf of the District to the District Superintendent or designee. Such delegation of signature authority serves to expedite the financial transactions or any other contract.

LCAP Goal: 3 Cultivate and maintain a healthy, safe, secure, and respectful school and working environmental for all.

Action: 07 Support the enhancement of school climate through smooth operations, processes, and customer service by ensuring that all staff engage in culturally proficient interaction with the public and customer service.

Services: 010 Purchasing

FUNDING:

No fiscal impact.

RECOMMENDATION:

Ratify Purchase Order Summary Report and Detailed Purchase Order Listing of all purchase orders created during the period of September 12, 2018 through September 25, 2018.

MR:jg:mm



Santa Ana Unified School District

Stefanie P. Phillips, Ed.D., Superintendent

Date: September 25, 2018
To: Stefanie P. Phillips, Ed.D., Superintendent
From: Manoj Roychowdhury, Interim Deputy Superintendent, Administrative Services
Subject: Purchase Order Summary: From 12-SEP-2018 through 25-SEP-2018

| | | |
|---------|--|-----------------|
| Fund 01 | 21st Century ASSETS (roll-up 4124) | \$ 13,714.51 |
| Fund 01 | 30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships | \$ 15,518.93 |
| Fund 01 | CTE Incentive Grant | \$ 18,554.14 |
| Fund 01 | CTE Incentive Grant Program | \$ 25,725.27 |
| Fund 01 | California Career Pathways Trust | \$ 23,474.69 |
| Fund 01 | Carl D. Perkins Section 131 Career and Technical Education Act of 1998 | \$ 3,993.19 |
| Fund 01 | Cell Leases-Facilities | \$ 229,191.16 |
| Fund 01 | College Readiness Block Grant | \$ 24,000.00 |
| Fund 01 | Communication Studies (Speech and Debate) | \$ 3,800.00 |
| Fund 01 | Department Unrestricted Discretionary Accounts | \$ 138,093.38 |
| Fund 01 | Dept. SC-LCFF-Supplemental/Concentration | \$ 201,264.09 |
| Fund 01 | Education Academy [0434] CHS | \$ 1,557.15 |
| Fund 01 | Education for Homeless Children and Youth | \$ 700.00 |
| Fund 01 | Emergency Preparedness and Operations | \$ 86,002.62 |
| Fund 01 | Facilities and Government Relations Unrestricted Discretionary Accounts | \$ 2,798.70 |
| Fund 01 | Head Start | \$ 2,177.74 |
| Fund 01 | IASA: Title I Basic Grants Low-Income and Neglected, Part A | \$ 135,060.57 |
| Fund 01 | Lighthouse Academy Project - Governor's CTE Initiative: CA Partnership Academies | \$ 454.72 |
| Fund 01 | Lottery: Instructional Materials | \$ 43,167.72 |
| Fund 01 | Medi-Cal Billing Option | \$ 7,838.61 |
| Fund 01 | NJROTC | \$ 25.00 |
| Fund 01 | One-Time Carryover Funds | \$ 28,851.78 |
| Fund 01 | Ongoing & Major Maintenance Account | \$ 245,457.91 |
| Fund 01 | PLTW (Project Lead The Way, Inc.) | \$ 635.73 |
| Fund 01 | Pupil Transportation (7230/7240) | \$ 45.23 |
| Fund 01 | SC-Early Learning (PreK-Gr 6) | \$ 8,629.23 |
| Fund 01 | SC-LCFF-Supplemental/Concentration | \$ 195,512.01 |
| Fund 01 | Special Ed: Infant Discretionary Fund (frm 3330) | \$ 2,092.96 |
| Fund 01 | Special Ed: Mental Health Services | \$ 657,095.25 |
| Fund 01 | Special Education | \$ 1,859,014.76 |

BOARD OF EDUCATION

Valerie Amezcua, President • Rigo Rodriguez, Ph.D., Vice President
Alfonso Alvarez, Ed.D., Clerk • Cecilia "Ceci" Iglesias, Member • John Palacio, Member

| | | | |
|---------------------|--|-----------|---------------------|
| Fund 01 | TIPS (Teaching Induction & Professional Support) | \$ | 308.32 |
| Fund 01 | Title I, Core Set Aside | \$ | 5,399.40 |
| Fund 01 | Title II-Part A Improving Teacher Quality | \$ | 77,742.01 |
| Fund 01 | Title III Immigrant Ed Program | \$ | 35,133.20 |
| Fund 01 | Title III Limited English Proficiency LEP Student Program | \$ | 1,182.65 |
| Fund 01 | Unrestricted - Regional Occupational Center Program (ROC/P 6350) | \$ | 102,655.76 |
| Fund 01 | Unrestricted Discretionary Accounts | \$ | 76,438.26 |
| Grand Total: | | \$ | 4,273,306.65 |

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|---------------------|---|-----------|------------------|
| Fund 09 | Fund 09 Before and After School Learning & Safe Neighborhood Partnerships | \$ | 260.53 |
| Fund 09 | Fund 09 Discretionary Accounts | \$ | 5,117.45 |
| Fund 09 | Fund 09 Title I | \$ | 6,100.00 |
| Grand Total: | | \$ | 11,477.98 |

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|---------------------|--|-----------|------------------|
| Fund 12 | Child Development: CA State Preschool Program | \$ | 15,825.24 |
| Fund 12 | Child Development: CA State Preschool Program QRIS Block Grant RFA | \$ | 401.90 |
| Grand Total: | | \$ | 16,227.14 |

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|---------------------|----------------------------------|-----------|------------------|
| Fund 13 | Child Nutrition: School Programs | \$ | 27,638.12 |
| Grand Total: | | \$ | 27,638.12 |

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|---------------------|-----------------------------------|-----------|-------------------|
| Fund 14 | Fund 14 Artificial Turf | \$ | 288,522.70 |
| Fund 14 | Fund 14 Deferred Maintenance Fund | \$ | 36,327.82 |
| Grand Total: | | \$ | 324,850.52 |

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|---------------------|--------------------------------------|-----------|-----------------|
| Fund 25 | Fund 25 Valley P2P | \$ | 442.00 |
| Fund 25 | Fund 25 Walker/Roosevelt Joint Use | \$ | 1,000.00 |
| Fund 25 | Fund 25 City Santa Ana Redevelopment | \$ | 588.29 |
| Grand Total: | | \$ | 2,030.29 |

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|---------------------|--|-----------|-------------------|
| Fund 35 | Fund 35 OPSC School Facilities Bond Projects | \$ | 584,008.53 |
| Grand Total: | | \$ | 584,008.53 |

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|---------------------|--|-----------|-------------------|
| Fund 40 | Emergency Repair Program-Williams Case | \$ | 20,152.00 |
| Fund 40 | Fund 40 Kitchen Remodeling | \$ | 116,539.91 |
| Grand Total: | | \$ | 136,691.91 |

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|---------------------|-----------|-----------|-----------------|
| Fund 49 | QZAB 2005 | \$ | 2,092.50 |
| Grand Total: | | \$ | 2,092.50 |

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|---------|-------------------------|---------------------|------------------------|
| Fund 56 | 2018 Refunding/COP 2007 | \$ | 1,293,117.08 |
| | | Grand Total: | \$ 1,293,117.08 |

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| Fund 68 | Fund 68 Workers' Compensation | \$ | 481.65 |
| | | Grand Total: | \$ 481.65 |

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|---------|------------------------------|---------------------|----------------------|
| Fund 81 | Fund 81 Property & Liability | \$ | 415,643.21 |
| | | Grand Total: | \$ 415,643.21 |

Prepared By: Jonathan Geiszler, Director, Purchasing and Stores

Fund 01

| Supplier: | PO Number: | Date PO Created: | Item Description: | Resource Description : | Site: | Amount: |
|-------------------------------|------------|------------------|-------------------------------|--|---------------------------------|-------------|
| ADAMSON POLICE PRODUCTS | 393907 | 21-Sep-2018 | POLICE OFFICER EQUIPMENT | Dept. SC-LCFF-Supplemental/Concentration | SCHOOL POLICE SERVICES | \$ 1,201.42 |
| ADAMSON POLICE PRODUCTS | 393908 | 21-Sep-2018 | POLICE OFFICER EQUIPMENT | Dept. SC-LCFF-Supplemental/Concentration | SCHOOL POLICE SERVICES | \$ 411.61 |
| ALEXA SUEIRAS | 393450 | 13-Sep-2018 | REIMBURSEMENT | Title II-Part A Improving Teacher Quality | NONPUBLIC SCHOOLS | \$ 976.70 |
| ALIMED, INC. | 393637 | 18-Sep-2018 | STUDENT ASSESSMENT MATERIALS | Medi-Cal Billing Option | SPEECH & LANGUAGE | \$ 265.32 |
| AMAZON CAPITAL SERVICES, INC. | 393526 | 14-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | IASA: Title I Basic Grants Low-Income and Neglected, Part A | ADAMS ELEMENTARY SCHOOL | \$ 318.85 |
| AMAZON CAPITAL SERVICES, INC. | 393401 | 12-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Special Education | CENTURY HIGH SCHOOL | \$ 59.18 |
| AMAZON CAPITAL SERVICES, INC. | 393784 | 19-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | CENTURY HIGH SCHOOL | \$ 84.84 |
| AMAZON CAPITAL SERVICES, INC. | 393795 | 19-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | CENTURY HIGH SCHOOL | \$ 84.42 |
| AMAZON CAPITAL SERVICES, INC. | 393853 | 20-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Dept. SC-LCFF-Supplemental/Concentration | COMMUNITY RELATIONS | \$ 42.99 |
| AMAZON CAPITAL SERVICES, INC. | 393877 | 21-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Dept. SC-LCFF-Supplemental/Concentration | COMMUNITY RELATIONS | \$ 37.43 |
| AMAZON CAPITAL SERVICES, INC. | 393995 | 24-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Special Education | DAVIS ELEMENTARY SCHOOL | \$ 186.33 |
| AMAZON CAPITAL SERVICES, INC. | 393995 | 24-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | DAVIS ELEMENTARY SCHOOL | \$ 51.69 |
| AMAZON CAPITAL SERVICES, INC. | 393824 | 20-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | IASA: Title I Basic Grants Low-Income and Neglected, Part A | GODINEZ FUNDAMENTAL HIGH SCHOOL | \$ 186.71 |
| AMAZON CAPITAL SERVICES, INC. | 393827 | 20-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | IASA: Title I Basic Grants Low-Income and Neglected, Part A | HENINGER ELEMENTARY SCHOOL | \$ 185.89 |
| AMAZON CAPITAL SERVICES, INC. | 393544 | 14-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | 30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships | JACKSON ELEMENTARY SCHOOL | \$ 35.50 |
| AMAZON CAPITAL SERVICES, INC. | 393999 | 24-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Special Education | JACKSON ELEMENTARY SCHOOL | \$ 141.06 |
| AMAZON CAPITAL SERVICES, INC. | 393991 | 24-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | KENNEDY ELEMENTARY SCHOOL | \$ 31.30 |

Fund 01

| Supplier: | PO Number: | Date PO Created: | Item Description: | Resource Description : | Site: | Amount: |
|-------------------------------|------------|------------------|-------------------------------|--|------------------------------------|-------------|
| AMAZON CAPITAL SERVICES, INC. | 394000 | 24-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | KENNEDY ELEMENTARY SCHOOL | \$ 85.66 |
| AMAZON CAPITAL SERVICES, INC. | 393504 | 14-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | LINCOLN ELEMENTARY SCHOOL | \$ 136.69 |
| AMAZON CAPITAL SERVICES, INC. | 394092 | 25-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | LORIN GRISET ACADEMY | \$ 139.00 |
| AMAZON CAPITAL SERVICES, INC. | 393618 | 18-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | MADISON ELEMENTARY SCHOOL | \$ 51.17 |
| AMAZON CAPITAL SERVICES, INC. | 393402 | 12-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | IASA: Title I Basic Grants Low-Income and Neglected, Part A | MONTE VISTA ELEMENTARY SCHOOL | \$ 214.18 |
| AMAZON CAPITAL SERVICES, INC. | 393783 | 19-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | IASA: Title I Basic Grants Low-Income and Neglected, Part A | MUIR FUNDAMENTAL ELEMENTARY SCHOOL | \$ 81.06 |
| AMAZON CAPITAL SERVICES, INC. | 393826 | 20-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | MUIR FUNDAMENTAL ELEMENTARY SCHOOL | \$ 205.60 |
| AMAZON CAPITAL SERVICES, INC. | 393794 | 19-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Dept. SC-LCFF-Supplemental/Concentration | PUPIL SUPPORT SERVICES | \$ 62.70 |
| AMAZON CAPITAL SERVICES, INC. | 393851 | 20-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Dept. SC-LCFF-Supplemental/Concentration | PUPIL SUPPORT SERVICES | \$ 102.60 |
| AMAZON CAPITAL SERVICES, INC. | 393772 | 19-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | SC-LCFF-Supplemental/Concentration | REACH ACADEMY | \$ 264.81 |
| AMAZON CAPITAL SERVICES, INC. | 393399 | 12-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted - Regional Occupational Center Program (ROC/P 6350) | REGIONAL OCCUPATIONAL PROGRAM | \$ 240.52 |
| AMAZON CAPITAL SERVICES, INC. | 393498 | 14-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted - Regional Occupational Center Program (ROC/P 6350) | REGIONAL OCCUPATIONAL PROGRAM | \$ 182.68 |
| AMAZON CAPITAL SERVICES, INC. | 393500 | 14-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | California Career Pathways Trust | REGIONAL OCCUPATIONAL PROGRAM | \$ 32.30 |
| AMAZON CAPITAL SERVICES, INC. | 393789 | 19-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | IASA: Title I Basic Grants Low-Income and Neglected, Part A | ROMERO-CRUZ ELEMENTARY SCHOOL | \$ 657.21 |
| AMAZON CAPITAL SERVICES, INC. | 393495 | 14-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | ROOSEVELT ELEMENTARY SCHOOL | \$ 233.73 |
| AMAZON CAPITAL SERVICES, INC. | 393993 | 24-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | ROOSEVELT ELEMENTARY SCHOOL | \$ 216.17 |
| AMAZON CAPITAL SERVICES, INC. | 393997 | 24-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | ROOSEVELT ELEMENTARY SCHOOL | \$ 202.71 |
| AMAZON CAPITAL SERVICES, INC. | 393499 | 14-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | SC-LCFF-Supplemental/Concentration | SADDLEBACK HIGH SCHOOL | \$ 1,142.95 |

Fund 01

| Supplier: | PO Number: | Date PO Created: | Item Description: | Resource Description : | Site: | Amount: |
|---------------------------------------|------------|------------------|----------------------------------|--|------------------------------|-------------|
| AMAZON CAPITAL SERVICES, INC. | 393854 | 20-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | IASA: Title I Basic Grants Low-Income and Neglected, Part A | SADDLEBACK HIGH SCHOOL | \$ 3,905.72 |
| AMAZON CAPITAL SERVICES, INC. | 393802 | 19-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | SANTA ANA HIGH SCHOOL | \$ 1,935.19 |
| AMAZON CAPITAL SERVICES, INC. | 393530 | 14-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | 30-R2002-663 Before and After School Learning & Safe Neighborhood Partnerships | SANTIAGO ELEMENTARY SCHOOL | \$ 322.26 |
| AMAZON CAPITAL SERVICES, INC. | 393533 | 14-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | 30-R2002-663 Before and After School Learning & Safe Neighborhood Partnerships | SANTIAGO ELEMENTARY SCHOOL | \$ 187.19 |
| AMAZON CAPITAL SERVICES, INC. | 393538 | 14-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Dept. SC-LCFF-Supplemental/Concentration | SCHOOL CLIMATE | \$ 249.84 |
| AMAZON CAPITAL SERVICES, INC. | 393773 | 19-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Special Education | SEGERSTROM HIGH SCHOOL | \$ 135.97 |
| AMAZON CAPITAL SERVICES, INC. | 393792 | 19-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | SPURGEON INTERMEDIATE SCHOOL | \$ 548.19 |
| AMAZON CAPITAL SERVICES, INC. | 393797 | 19-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | SPURGEON INTERMEDIATE SCHOOL | \$ 179.19 |
| AMAZON CAPITAL SERVICES, INC. | 393502 | 14-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | TAFT ELEMENTARY SCHOOL | \$ 66.57 |
| AMAZON CAPITAL SERVICES, INC. | 393510 | 14-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | TAFT ELEMENTARY SCHOOL | \$ 24.76 |
| AMAZON CAPITAL SERVICES, INC. | 393693 | 18-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Pupil Transportation (7230/7240) | TRANSPORTATION DEPARTMENT | \$ 45.23 |
| AMAZON CAPITAL SERVICES, INC. | 393435 | 13-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Carl D. Perkins Section 131 Career and Technical Education Act of 1998 | VOCATIONAL EDUCATION | \$ 744.19 |
| AMAZON CAPITAL SERVICES, INC. | 393400 | 12-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | WILLARD INTERMEDIATE SCHOOL | \$ 71.05 |
| AMBUTECH | 393766 | 19-Sep-2018 | STUDENT SUPPORT DEVICES | Special Education | SPECIAL EDUCATION | \$ 73.81 |
| AMERICAN PRINTING HOUSE FOR THE BLIND | 393770 | 19-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Special Education | SPECIAL EDUCATION | \$ 615.25 |
| AMP ATHLETICS dba STAR VIPERS | 394008 | 24-Sep-2018 | ATHLETIC EQUIPMENT | SC-LCFF-Supplemental/Concentration | SANTA ANA HIGH SCHOOL | \$ 2,250.00 |

Fund 01

| Supplier: | PO Number: | Date PO Created: | Item Description: | Resource Description : | Site: | Amount: |
|---|------------|------------------|-----------------------|--|--|---------------|
| ANGELS RBI LEAGUE | 393523 | 14-Sep-2018 | CONSULTANT SERVICES | 30-R2002-663 Before and After School Learning & Safe Neighborhood Partnerships | CARR INTERMEDIATE SCHOOL | \$ 92.50 |
| ANGELS RBI LEAGUE | 393523 | 14-Sep-2018 | CONSULTANT SERVICES | 30-R2002-663 Before and After School Learning & Safe Neighborhood Partnerships | EDISON ELEMENTARY SCHOOL | \$ 75.00 |
| ANGELS RBI LEAGUE | 393523 | 14-Sep-2018 | CONSULTANT SERVICES | 30-R2002-663 Before and After School Learning & Safe Neighborhood Partnerships | LATHROP INTERMEDIATE SCHOOL | \$ 285.00 |
| ANGELS RBI LEAGUE | 393523 | 14-Sep-2018 | CONSULTANT SERVICES | 30-R2002-663 Before and After School Learning & Safe Neighborhood Partnerships | MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL | \$ 32.50 |
| ANGELS RBI LEAGUE | 393523 | 14-Sep-2018 | CONSULTANT SERVICES | 30-R2002-663 Before and After School Learning & Safe Neighborhood Partnerships | SANTIAGO ELEMENTARY SCHOOL | \$ 310.00 |
| ANGELS RBI LEAGUE | 393523 | 14-Sep-2018 | CONSULTANT SERVICES | 30-R2002-663 Before and After School Learning & Safe Neighborhood Partnerships | SIERRA PREPARATORY ACADEMY | \$ 665.00 |
| ANGELS RBI LEAGUE | 393523 | 14-Sep-2018 | CONSULTANT SERVICES | 30-R2002-663 Before and After School Learning & Safe Neighborhood Partnerships | SPURGEON INTERMEDIATE SCHOOL | \$ 315.00 |
| ANGELS RBI LEAGUE | 393523 | 14-Sep-2018 | CONSULTANT SERVICES | 30-R2002-663 Before and After School Learning & Safe Neighborhood Partnerships | VILLA FUNDAMENTAL INTERMEDIATE SCHOOL | \$ 15.00 |
| ANGELS RBI LEAGUE | 393523 | 14-Sep-2018 | CONSULTANT SERVICES | 30-R2002-663 Before and After School Learning & Safe Neighborhood Partnerships | WILLARD INTERMEDIATE SCHOOL | \$ 50.00 |
| APPLE, INC. | 393633 | 18-Sep-2018 | COMPUTERS AND TABLETS | Facilities and Government Relations Unrestricted Discretionary Accounts | CONSTRUCTION | \$ 1,780.61 |
| APPLE, INC. | 393556 | 14-Sep-2018 | COMPUTER SUPPLIES | Unrestricted Discretionary Accounts | MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL | \$ 139.00 |
| APPLE, INC. | 394091 | 25-Sep-2018 | COMPUTERS AND TABLETS | Special Education | SPECIAL EDUCATION | \$ 413.37 |
| APPROACH LEARNING AND ASSESSMENT CENTER, INC. dba OLIVE CREST ACADEMY | 393430 | 12-Sep-2018 | NON-PUBLIC SCHOOL | Special Education | SPECIAL EDUCATION | \$ 626,450.00 |

Fund 01

| Supplier: | PO Number: | Date PO Created: | Item Description: | Resource Description : | Site: | Amount: |
|---|------------|------------------|-----------------------------|---|--|--------------|
| ARBORPRO, INC. | 393917 | 21-Sep-2018 | TREE SERVICES | Ongoing & Major Maintenance Account | BUILDING SERVICES | \$ 2,000.00 |
| ARELY YAJSEEL RUIZ CASTANEDA | 394080 | 25-Sep-2018 | CONSULTANT SERVICES | SC-LCFF-Supplemental/Concentration | SADDLEBACK HIGH SCHOOL | \$ 80.00 |
| AREY JONES EDUCATIONAL SOLUTIONS | 393670 | 18-Sep-2018 | HP COMPUTERS | IASA: Title I Basic Grants Low-Income and Neglected, Part A | ADAMS ELEMENTARY SCHOOL | \$ 1,422.26 |
| AREY JONES EDUCATIONAL SOLUTIONS | 393938 | 21-Sep-2018 | HP COMPUTERS | Ongoing & Major Maintenance Account | BUILDING SERVICES | \$ 1,932.00 |
| AREY JONES EDUCATIONAL SOLUTIONS | 393796 | 19-Sep-2018 | HP COMPUTERS | Title III Immigrant Ed Program | ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT | \$ 35,133.20 |
| AREY JONES EDUCATIONAL SOLUTIONS | 393695 | 18-Sep-2018 | HP COMPUTERS | SC-LCFF-Supplemental/Concentration | REACH ACADEMY | \$ 18,456.41 |
| AREY JONES EDUCATIONAL SOLUTIONS | 393941 | 21-Sep-2018 | HP COMPUTERS | Medi-Cal Billing Option | TRANSITION PROGRAMS | \$ 2,768.57 |
| ASSET GENIE, INC. dba AG PARTS WORLDWIDE | 394098 | 25-Sep-2018 | COMPUTER REPAIR PARTS | Unrestricted Discretionary Accounts | LINCOLN ELEMENTARY SCHOOL | \$ 71.90 |
| ASSET GENIE, INC. dba AG PARTS WORLDWIDE | 393680 | 18-Sep-2018 | COMPUTER REPAIR PARTS | Unrestricted Discretionary Accounts | SPURGEON INTERMEDIATE SCHOOL | \$ 4,024.50 |
| ASSET GENIE, INC. dba AG PARTS WORLDWIDE | 393653 | 18-Sep-2018 | COMPUTER REPAIR PARTS | IASA: Title I Basic Grants Low-Income and Neglected, Part A | VILLA FUNDAMENTAL INTERMEDIATE SCHOOL | \$ 1,890.00 |
| ASSOCIATED TIME INSTRUMENTS COMPANY, INC. dba CTE SYSTEMS, INC. | 393600 | 17-Sep-2018 | SOFTWARE LICENSE | Education Academy [0434] CHS | CENTURY HIGH SCHOOL | \$ 357.15 |
| AT&T | 393729 | 19-Sep-2018 | TELECOMMUNICATIONS SERVICES | Department Unrestricted Discretionary Accounts | DISTRICT-WIDE | \$ 12,000.00 |
| AUGUSTIN EGELSEE, LLP | 393573 | 17-Sep-2018 | LEAGAL SERVICES | Special Education | SPECIAL EDUCATION | \$ 5,500.00 |
| AUGUSTIN EGELSEE, LLP | 393713 | 19-Sep-2018 | LEAGAL SERVICES | Special Education | SPECIAL EDUCATION | \$ 6,000.00 |
| AUXILIARY SERVICE CORPORATION-ASC | 393724 | 19-Sep-2018 | CONFERENCE FEE | Medi-Cal Billing Option | SPEECH & LANGUAGE | \$ 190.00 |
| B AND H PHOTO VIDEO | 393970 | 24-Sep-2018 | AUDIO VISUAL SUPPLIES | SC-LCFF-Supplemental/Concentration | REACH ACADEMY | \$ 181.79 |
| B AND H PHOTO VIDEO | 393432 | 13-Sep-2018 | AUDIO VISUAL SUPPLIES | CTE Incentive Grant Program | REGIONAL OCCUPATIONAL PROGRAM | \$ 13,595.46 |

Fund 01

| Supplier: | PO Number: | Date PO Created: | Item Description: | Resource Description : | Site: | Amount: |
|----------------------------------|------------|------------------|----------------------------------|--|--|--------------|
| BAKER NOWICKI DESIGN STUDIO, LLP | 393585 | 17-Sep-2018 | ARCHITECTURAL SERVICES | Unrestricted - Regional Occupational Center Program (ROC/P 6350) | REGIONAL OCCUPATIONAL PROGRAM | \$ 10,452.50 |
| BAKER NOWICKI DESIGN STUDIO, LLP | 393586 | 17-Sep-2018 | ARCHITECTURAL SERVICES | Unrestricted - Regional Occupational Center Program (ROC/P 6350) | REGIONAL OCCUPATIONAL PROGRAM | \$ 15,359.50 |
| BAKER NOWICKI DESIGN STUDIO, LLP | 393587 | 17-Sep-2018 | ARCHITECTURAL SERVICES | Unrestricted - Regional Occupational Center Program (ROC/P 6350) | REGIONAL OCCUPATIONAL PROGRAM | \$ 12,764.50 |
| BAKER NOWICKI DESIGN STUDIO, LLP | 393588 | 17-Sep-2018 | ARCHITECTURAL SERVICES | Unrestricted - Regional Occupational Center Program (ROC/P 6350) | REGIONAL OCCUPATIONAL PROGRAM | \$ 7,991.00 |
| BAKER NOWICKI DESIGN STUDIO, LLP | 393589 | 17-Sep-2018 | ARCHITECTURAL SERVICES | Unrestricted - Regional Occupational Center Program (ROC/P 6350) | REGIONAL OCCUPATIONAL PROGRAM | \$ 20,000.00 |
| BAKER NOWICKI DESIGN STUDIO, LLP | 393590 | 17-Sep-2018 | ARCHITECTURAL SERVICES | Unrestricted - Regional Occupational Center Program (ROC/P 6350) | REGIONAL OCCUPATIONAL PROGRAM | \$ 8,902.50 |
| BALLARD AND TIGHE PUBLISHERS | 393444 | 13-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Title III Limited English Proficiency LEP Student Program | ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT | \$ 955.62 |
| BALLARD AND TIGHE PUBLISHERS | 393445 | 13-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Title III Limited English Proficiency LEP Student Program | ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT | \$ 227.03 |
| BARNES & NOBLE BOOKSELLERS, INC. | 393483 | 13-Sep-2018 | CLASSROOM BOOKS | IASA: Title I Basic Grants Low-Income and Neglected, Part A | HENINGER ELEMENTARY SCHOOL | \$ 1,936.28 |
| BARNES & NOBLE BOOKSELLERS, INC. | 393481 | 13-Sep-2018 | CLASSROOM BOOKS | IASA: Title I Basic Grants Low-Income and Neglected, Part A | JACKSON ELEMENTARY SCHOOL | \$ 48.21 |
| BARNES & NOBLE BOOKSELLERS, INC. | 394020 | 25-Sep-2018 | CLASSROOM BOOKS | Unrestricted Discretionary Accounts | MIDDLE COLLEGE HIGH SCHOOL | \$ 130.94 |
| BARNES & NOBLE BOOKSELLERS, INC. | 394013 | 25-Sep-2018 | CLASSROOM BOOKS | SC-LCFF-Supplemental/Concentration | REACH ACADEMY | \$ 1,296.81 |
| BARNES & NOBLE BOOKSELLERS, INC. | 394018 | 25-Sep-2018 | CLASSROOM BOOKS | Unrestricted Discretionary Accounts | SANTA ANA HIGH SCHOOL | \$ 872.45 |
| BARNES & NOBLE BOOKSELLERS, INC. | 393814 | 20-Sep-2018 | CLASSROOM BOOKS | Special Education | SPECIAL EDUCATION | \$ 370.23 |
| BARNES & NOBLE BOOKSELLERS, INC. | 393922 | 21-Sep-2018 | CLASSROOM BOOKS | Unrestricted Discretionary Accounts | WASHINGTON ELEMENTARY SCHOOL | \$ 48.18 |
| BELSON OUTDOORS, LLC | 393910 | 21-Sep-2018 | CLASSROOM FURNITURE | SC-LCFF-Supplemental/Concentration | REACH ACADEMY | \$ 5,640.00 |
| BENCHMARK EDUCATION COMPANY | 393431 | 13-Sep-2018 | ELA ELD ADOPTION | Lottery: Instructional Materials | STATE TEXTBOOKS | \$ 22,142.64 |

Fund 01

| Supplier: | PO Number: | Date PO Created: | Item Description: | Resource Description : | Site: | Amount: |
|---|------------|------------------|------------------------------------|---|--|--------------|
| BENCHMARK EDUCATION COMPANY | 393531 | 14-Sep-2018 | ELA ELD ADOPTION | Lottery: Instructional Materials | STATE TEXTBOOKS | \$ 13,914.84 |
| BERTRAND'S MUSIC ENTERPRISES | 393503 | 14-Sep-2018 | VAPA SUPPLIES | IASA: Title I Basic Grants Low-Income and Neglected, Part A | SADDLEBACK HIGH SCHOOL | \$ 1,948.67 |
| BERTRAND'S MUSIC ENTERPRISES | 393749 | 19-Sep-2018 | VAPA SUPPLIES | Dept. SC-LCFF-Supplemental/Concentration | VISUAL & PERFORMING ARTS | \$ 380.81 |
| BEST BUY | 393631 | 18-Sep-2018 | COMPUTER ACCESSORIES | Special Education | MITCHELL CHILD DEVELOPMENT CENTER | \$ 46.73 |
| BEST BUY | 393632 | 18-Sep-2018 | COMPUTER ACCESSORIES | 21st Century ASSETS (roll-up 4124) | SANTA ANA HIGH SCHOOL | \$ 299.19 |
| BEYOND PLAY, LLC | 393403 | 12-Sep-2018 | EARLY CHILDHOOD SUPPLIES | Special Education | MITCHELL CHILD DEVELOPMENT CENTER | \$ 259.47 |
| BIO-RAD LABORATORIES, INC. | 393836 | 20-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | IASA: Title I Basic Grants Low-Income and Neglected, Part A | GODINEZ FUNDAMENTAL HIGH SCHOOL | \$ 460.10 |
| BIOZONE CORPORATION | 394024 | 25-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | IASA: Title I Basic Grants Low-Income and Neglected, Part A | GODINEZ FUNDAMENTAL HIGH SCHOOL | \$ 709.37 |
| BLICK ART MATERIALS dba DICK BLICK COMPANY | 393857 | 20-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | IASA: Title I Basic Grants Low-Income and Neglected, Part A | ROMERO-CRUZ ELEMENTARY SCHOOL | \$ 206.94 |
| BLICK ART METEALS, LLC dba DICK BLICK/UTRECHT | 393629 | 18-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | 21st Century ASSETS (roll-up 4124) | SANTA ANA HIGH SCHOOL | \$ 179.55 |
| BLICK ART METEALS, LLC dba DICK BLICK/UTRECHT | 393630 | 18-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | 21st Century ASSETS (roll-up 4124) | SANTA ANA HIGH SCHOOL | \$ 239.19 |
| BRAGG CRANE SERVICE | 394054 | 25-Sep-2018 | CRANE SERVICE CONTAINER RELOCATION | Unrestricted Discretionary Accounts | REACH ACADEMY | \$ 5,088.00 |
| BRIMAR INDUSTRIES | 393493 | 14-Sep-2018 | PRINTED ALUMINUM SIGNS | Unrestricted Discretionary Accounts | WILSON ELEMENTARY SCHOOL | \$ 29.75 |
| BRITTANY REESE | 393452 | 13-Sep-2018 | REIMBURSEMENT | Title II-Part A Improving Teacher Quality | NONPUBLIC SCHOOLS | \$ 3,226.68 |
| BSN SPORTS | 393756 | 19-Sep-2018 | ATHLETIC EQUIPMENT | SC-LCFF-Supplemental/Concentration | GODINEZ FUNDAMENTAL HIGH SCHOOL | \$ 17,135.49 |
| BSN SPORTS | 393965 | 24-Sep-2018 | ATHLETIC EQUIPMENT | SC-LCFF-Supplemental/Concentration | VALLEY HIGH SCHOOL | \$ 647.55 |
| CADA & CASL | 393726 | 19-Sep-2018 | CONFERENCE FEE | Unrestricted Discretionary Accounts | MAC ARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL | \$ 75.00 |
| CAHPERD/CALIFORNIA ASSOCIATION FOR HEALTH | 393725 | 19-Sep-2018 | CONFERENCE FEE | Medi-Cal Billing Option | PSYCHOLOGICAL SERVICES/APE | \$ 680.00 |

Fund 01

| Supplier: | PO Number: | Date PO Created: | Item Description: | Resource Description : | Site: | Amount: |
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| CALIFORNIA EDUCATIONAL RESEARCH ASSOCIATION | 393528 | 14-Sep-2018 | CONFERENCE FEE | Dept. SC-LCFF-Supplemental/Concentration | RESEARCH AND EVALUATION | \$ 375.00 |
| CALIFORNIA PRO SPORTS | 393722 | 19-Sep-2018 | ATHLETIC EQUIPMENT | SC-LCFF-Supplemental/Concentration | SEGERSTROM HIGH SCHOOL | \$ 565.00 |
| CALIFORNIA STATE UNIVERSITY | 393433 | 13-Sep-2018 | TOURNAMENT FEE | Communication Studies (Speech and Debate) | K-12 TEACHING AND LEARNING | \$ 1,880.00 |
| CARE AMBULANCE SERVICE, INC. | 393490 | 13-Sep-2018 | FOOTBALL AMBULANCE SERVICES | SC-LCFF-Supplemental/Concentration | SADDLEBACK HIGH SCHOOL | \$ 420.00 |
| CAROLINA BIOLOGICAL SUPPLY COMPANY | 393842 | 20-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | IASA: Title I Basic Grants Low-Income and Neglected, Part A | GODINEZ FUNDAMENTAL HIGH SCHOOL | \$ 438.54 |
| CARRIE A. KOURI dba eSPECIAL NEEDS, LLC | 393909 | 21-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Special Education | SPECIAL EDUCATION | \$ 20.36 |
| CDW GOVERNMENT, INC. | 393515 | 14-Sep-2018 | COMPUTER ACCESSORIES | Department Unrestricted Discretionary Accounts | ACCOUNTING DEPARTMENT | \$ 285.23 |
| CDW GOVERNMENT, INC. | 394094 | 25-Sep-2018 | COMPUTER ACCESSORIES | Unrestricted Discretionary Accounts | DAVIS ELEMENTARY SCHOOL | \$ 107.67 |
| CDW GOVERNMENT, INC. | 393679 | 18-Sep-2018 | COMPUTER ACCESSORIES | Unrestricted Discretionary Accounts | GODINEZ FUNDAMENTAL HIGH SCHOOL | \$ 174.40 |
| CDW GOVERNMENT, INC. | 393651 | 18-Sep-2018 | COMPUTER ACCESSORIES | IASA: Title I Basic Grants Low-Income and Neglected, Part A | MAC ARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL | \$ 169.01 |
| CDW GOVERNMENT, INC. | 393969 | 24-Sep-2018 | COMPUTER ACCESSORIES | SC-LCFF-Supplemental/Concentration | REACH ACADEMY | \$ 405.14 |
| CDW GOVERNMENT, INC. | 393428 | 12-Sep-2018 | COMPUTER ACCESSORIES | Unrestricted - Regional Occupational Center Program (ROC/P 6350) | REGIONAL OCCUPATIONAL PROGRAM | \$ 492.90 |
| CDW GOVERNMENT, INC. | 393733 | 19-Sep-2018 | COMPUTER ACCESSORIES | California Career Pathways Trust | REGIONAL OCCUPATIONAL PROGRAM | \$ 20,853.16 |
| CDW GOVERNMENT, INC. | 393942 | 21-Sep-2018 | COMPUTER ACCESSORIES | Medi-Cal Billing Option | TRANSITION PROGRAMS | \$ 666.82 |
| CDW GOVERNMENT, INC. | 394010 | 24-Sep-2018 | COMPUTER ACCESSORIES | IASA: Title I Basic Grants Low-Income and Neglected, Part A | VILLA FUNDAMENTAL INTERMEDIATE SCHOOL | \$ 9,035.92 |
| CDW GOVERNMENT, INC. | 393987 | 24-Sep-2018 | COMPUTER ACCESSORIES | Department Unrestricted Discretionary Accounts | WAREHOUSE AND DELIVERY | \$ 225.36 |
| CENGAGE LEARNING dba GALE NATIONAL GEOGRAPHIC LEARNING | 394014 | 25-Sep-2018 | SOFTWARE LICENSE | Unrestricted - Regional Occupational Center Program (ROC/P 6350) | REGIONAL OCCUPATIONAL PROGRAM | \$ 2,534.57 |
| CENTER FOR THE COLLABORATIVE CLASSROOM | 393439 | 13-Sep-2018 | STUDENT ASSESSMENT MATERIALS | SC-Early Learning (PreK-Gr 6) | WALKER ELEMENTARY SCHOOL | \$ 2,327.40 |

Fund 01

| Supplier: | PO Number: | Date PO Created: | Item Description: | Resource Description : | Site: | Amount: |
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| CHEFS' TOYS | 393511 | 14-Sep-2018 | FOOD SERVICE EQUIPMENT | CTE Incentive Grant Program | REGIONAL OCCUPATIONAL PROGRAM | \$ 1,039.81 |
| CINDY COTTIER dba AUGMENTATIVE COMMUNICATIONS THERAPIES | 394059 | 25-Sep-2018 | CONSULTANT SERVICES | Special Education | SPECIAL EDUCATION | \$ 5,000.00 |
| CITY OF TUSTIN | 393740 | 19-Sep-2018 | MEMBERSHIP FEE | NJROTC | SADDLEBACK HIGH SCHOOL | \$ 25.00 |
| CLEVER PROTOTYPES, LLC | 393702 | 18-Sep-2018 | SOFTWARE LICENSE | Unrestricted Discretionary Accounts | MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL | \$ 83.88 |
| CM SCHOOL SUPPLY | 393615 | 17-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Special Education | MITCHELL CHILD DEVELOPMENT CENTER | \$ 28.52 |
| COALITION FOR ADEQUATE SCHOOL HOUSING | 393434 | 13-Sep-2018 | MEMBERSHIP FEE | Facilities and Government Relations Unrestricted Discretionary Accounts | Facilities Planning | \$ 828.00 |
| COLLEGESPRING, INC. | 393716 | 19-Sep-2018 | CONSULTANT SERVICES | College Readiness Block Grant | K-12 SCHOOL PERFORMANCE AND CULTURE | \$ 24,000.00 |
| COMMLINE, INC. | 393927 | 21-Sep-2018 | RADIO REPEATER MAINTENANCE | Emergency Preparedness and Operations | RISK MANAGEMENT | \$ 54,192.00 |
| CONDAS AND ASSOCIATES dba OCEAN VIEW SCHOOL, NPS | 393581 | 17-Sep-2018 | NON-PUBLIC SCHOOL | Special Education | SPECIAL EDUCATION | \$ 57,000.00 |
| CONTINUITY FOCUS, INC. | 393696 | 18-Sep-2018 | WEB SCEURITY APPLIANCE LICENSING | Department Unrestricted Discretionary Accounts | TECHNOLOGY INNOVATION SERVICES | \$ 4,370.00 |
| COSTCO WHOLESALE | 393931 | 21-Sep-2018 | FOOD SUPPLIES | 21st Century ASSETS (roll-up 4124) | SANTA ANA HIGH SCHOOL | \$ 278.34 |
| COSTCO WHOLESALE | 393933 | 21-Sep-2018 | FOOD SUPPLIES | 21st Century ASSETS (roll-up 4124) | SANTA ANA HIGH SCHOOL | \$ 194.92 |
| COSTCO WHOLESALE | 393562 | 17-Sep-2018 | FOOD SUPPLIES | Dept. SC-LCFF- Supplemental/Concentration | SCHOOL CLIMATE | \$ 57.74 |
| COUNTY OF ORANGE TREASURER-TAX COLLECTOR | 393960 | 24-Sep-2018 | FEE PAYMENT | Department Unrestricted Discretionary Accounts | DISTRICT-WIDE | \$ 392.06 |
| COUNTY OF ORANGE TREASURER-TAX COLLECTOR | 393961 | 24-Sep-2018 | FEE PAYMENT | Department Unrestricted Discretionary Accounts | DISTRICT-WIDE | \$ 858.71 |
| CSJOA | 394006 | 24-Sep-2018 | CONFERENCE FEE | Medi-Cal Billing Option | HEALTH/HOME-HOSPITAL INSTR | \$ 435.00 |
| CSTA | 393822 | 20-Sep-2018 | CONFERENCE FEE | Unrestricted Discretionary Accounts | MIDDLE COLLEGE HIGH SCHOOL | \$ 75.00 |
| CULVER NEWLIN, INC. | 394016 | 25-Sep-2018 | OFFICE FURNITURE | Department Unrestricted Discretionary Accounts | DISTRICT-WIDE | \$ 1,694.37 |

Fund 01

| Supplier: | PO Number: | Date PO Created: | Item Description: | Resource Description : | Site: | Amount: |
|---|------------|------------------|----------------------------------|---|---------------------------------------|--------------|
| CULVER NEWLIN, INC. | 394017 | 25-Sep-2018 | OFFICE FURNITURE | Department Unrestricted Discretionary Accounts | DISTRICT-WIDE | \$ 957.36 |
| CULVER NEWLIN, INC. | 394019 | 25-Sep-2018 | OFFICE FURNITURE | Department Unrestricted Discretionary Accounts | DISTRICT-WIDE | \$ 1,431.97 |
| CULVER NEWLIN, INC. | 394021 | 25-Sep-2018 | OFFICE FURNITURE | Department Unrestricted Discretionary Accounts | DISTRICT-WIDE | \$ 431.00 |
| CULVER NEWLIN, INC. | 394097 | 25-Sep-2018 | CLASSROOM FURNITURE | Unrestricted Discretionary Accounts | SADDLEBACK HIGH SCHOOL | \$ 103.44 |
| DELL MARKETING L.P. | 393645 | 18-Sep-2018 | COMPUTER SUPPLIES | Special Education | SPEECH & LANGUAGE | \$ 532.26 |
| DEMCO | 393846 | 20-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Unrestricted Discretionary Accounts | ADAMS ELEMENTARY SCHOOL | \$ 159.41 |
| DEMCO | 393895 | 21-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Unrestricted Discretionary Accounts | FRANKLIN ELEMENTARY SCHOOL | \$ 146.58 |
| DEMCO | 393420 | 12-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Unrestricted Discretionary Accounts | WILSON ELEMENTARY SCHOOL | \$ 378.11 |
| DEPARTMENT OF GENERAL SERVICES | 394066 | 25-Sep-2018 | FEE PAYMENT | Ongoing & Major Maintenance Account | VILLA FUNDAMENTAL INTERMEDIATE SCHOOL | \$ 5,100.00 |
| DISCOUNT SCHOOL SUPPLY | 393579 | 17-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | IASA: Title I Basic Grants Low-Income and Neglected, Part A | HEROES ELEMENTARY SCHOOL | \$ 109.38 |
| DISCOUNT SCHOOL SUPPLY | 393475 | 13-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Special Ed: Infant Discretionary Fund (frm 3330) | MITCHELL CHILD DEVELOPMENT CENTER | \$ 992.96 |
| DISCOUNT SCHOOL SUPPLY | 393848 | 20-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Medi-Cal Billing Option | SPEECH & LANGUAGE | \$ 120.87 |
| DISCOVERY CUBE ORANGE COUNTY | 393582 | 17-Sep-2018 | FIELD TRIP | Education Academy [0434] CHS | CENTURY HIGH SCHOOL | \$ 1,200.00 |
| DON BOOKSTORE | 393454 | 13-Sep-2018 | TEXTBOOKS | Special Education | TRANSITION PROGRAMS | \$ 1,600.00 |
| DON JOHNSTON | 393674 | 18-Sep-2018 | SOFTWARE LICENSE | Special Education | SPECIAL EDUCATION | \$ 10,774.08 |
| ELECTRIC CHARGE, INC. dba FUN GOLF CARS | 394025 | 25-Sep-2018 | UTILITY CART | SC-LCFF-Supplemental/Concentration | GODINEZ FUNDAMENTAL HIGH SCHOOL | \$ 9,153.36 |
| ENABLING DEVICES, INC. | 393780 | 19-Sep-2018 | STUDENT DEVICES | Special Education | SPECIAL EDUCATION | \$ 65.68 |
| ESTANCIA HIGH SCHOOL | 393609 | 17-Sep-2018 | TOURNAMENT FEE | SC-LCFF-Supplemental/Concentration | SANTA ANA HIGH SCHOOL | \$ 450.00 |

Fund 01

| Supplier: | PO Number: | Date PO Created: | Item Description: | Resource Description : | Site: | Amount: |
|---|------------|------------------|----------------------------------|---|-------------------------------------|---------------|
| EVELYNE COYNE | 393441 | 13-Sep-2018 | REIMBURSEMENT | Title II-Part A Improving Teacher Quality | NONPUBLIC SCHOOLS | \$ 1,327.13 |
| FAGEN, FRIEDMAN & FULFROST, LLP | 393737 | 19-Sep-2018 | LEGAL SERVICES | Special Education | SPECIAL EDUCATION | \$ 385.00 |
| FATHER FLANAGANS BOYS HOME dba BOYS TOWN CALIFORNIA, INC. | 393707 | 19-Sep-2018 | NON-PUBLIC SCHOOL | Special Ed: Mental Health Services | SPECIAL EDUCATION | \$ 195,219.00 |
| FATHER FLANAGANS BOYS HOME dba BOYS TOWN CALIFORNIA, INC. | 393707 | 19-Sep-2018 | NON-PUBLIC SCHOOL | Special Education | SPECIAL EDUCATION | \$ 33,610.80 |
| FEDERAL TECHNOLOGY SOLUTIONS, INC. | 393661 | 18-Sep-2018 | E-RATE NETWORK EQUIPMENT | Department Unrestricted Discretionary Accounts | DISTRICT-WIDE | \$ 21,495.79 |
| FEDERAL TECHNOLOGY SOLUTIONS, INC. | 393663 | 18-Sep-2018 | E-RATE NETWORK EQUIPMENT | Department Unrestricted Discretionary Accounts | DISTRICT-WIDE | \$ 14,925.21 |
| FEDERAL TECHNOLOGY SOLUTIONS, INC. | 393665 | 18-Sep-2018 | E-RATE NETWORK EQUIPMENT | Department Unrestricted Discretionary Accounts | DISTRICT-WIDE | \$ 15,062.24 |
| FEDERAL TECHNOLOGY SOLUTIONS, INC. | 393667 | 18-Sep-2018 | E-RATE NETWORK EQUIPMENT | Department Unrestricted Discretionary Accounts | DISTRICT-WIDE | \$ 19,920.48 |
| FEDERAL TECHNOLOGY SOLUTIONS, INC. | 393669 | 18-Sep-2018 | E-RATE NETWORK EQUIPMENT | Department Unrestricted Discretionary Accounts | DISTRICT-WIDE | \$ 16,175.66 |
| FLINN SCIENTIFIC, INC. | 393847 | 20-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | IASA: Title I Basic Grants Low-Income and Neglected, Part A | GODINEZ FUNDAMENTAL HIGH SCHOOL | \$ 46.03 |
| FOLLETT SCHOOL SOLUTIONS, INC. | 393392 | 12-Sep-2018 | TEXTBOOKS | Lottery: Instructional Materials | STATE TEXTBOOKS | \$ 138.89 |
| FOLLETT SCHOOL SOLUTIONS, INC. | 393547 | 14-Sep-2018 | TEXTBOOKS | Lottery: Instructional Materials | STATE TEXTBOOKS | \$ 260.98 |
| FOLLETT SCHOOL SOLUTIONS, INC. | 393549 | 14-Sep-2018 | TEXTBOOKS | Lottery: Instructional Materials | STATE TEXTBOOKS | \$ 172.40 |
| FOLLETT SCHOOL SOLUTIONS, INC. | 393919 | 21-Sep-2018 | TEXTBOOKS | Lottery: Instructional Materials | STATE TEXTBOOKS | \$ 120.41 |
| FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES | 393889 | 21-Sep-2018 | CONSULTANT SERVICES | SC-LCFF-Supplemental/Concentration | K-12 SCHOOL PERFORMANCE AND CULTURE | \$ 70,879.75 |
| FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES | 393890 | 21-Sep-2018 | CONSULTANT SERVICES | Dept. SC-LCFF-Supplemental/Concentration | K-12 SCHOOL PERFORMANCE AND CULTURE | \$ 70,880.00 |
| FREDRIC H JONES & ASSOCIATES, INC. | 393966 | 24-Sep-2018 | TEXTBOOKS | Unrestricted Discretionary Accounts | CARR INTERMEDIATE SCHOOL | \$ 448.75 |
| GAGGLE.NET, INC. | 393711 | 19-Sep-2018 | LICENSING FEE | Dept. SC-LCFF-Supplemental/Concentration | SCHOOL POLICE SERVICES | \$ 95,973.75 |

Fund 01

| Supplier: | PO Number: | Date PO Created: | Item Description: | Resource Description : | Site: | Amount: |
|---|------------|------------------|---------------------------------|---|-----------------------------------|---------------|
| GEIGER | 393496 | 14-Sep-2018 | SOFTWARE LICENSE | Unrestricted - Regional Occupational Center Program (ROCP 6350) | REGIONAL OCCUPATIONAL PROGRAM | \$ 859.68 |
| GHA TECHNOLOGIES, INC. | 393521 | 14-Sep-2018 | COMPUTER ACCESSORIES | Special Education | MITCHELL CHILD DEVELOPMENT CENTER | \$ 819.98 |
| GHA TECHNOLOGIES, INC. | 394093 | 25-Sep-2018 | COMPUTER ACCESSORIES | Unrestricted Discretionary Accounts | MONTE VISTA ELEMENTARY SCHOOL | \$ 349.11 |
| GHATAODE BANNON ARCHITECTS, LLP | 393595 | 17-Sep-2018 | ARCHITECTURAL SERVICES | Cell Leases-Facilities | ADVANCED LEARNING ACADEMY | \$ 108,766.50 |
| GHATAODE BANNON ARCHITECTS, LLP | 393594 | 17-Sep-2018 | ARCHITECTURAL SERVICES | Cell Leases-Facilities | FACILITIES/GOVERNMENTAL RELATIONS | \$ 69,300.36 |
| GHATAODE BANNON ARCHITECTS, LLP | 393592 | 17-Sep-2018 | ARCHITECTURAL SERVICES | Cell Leases-Facilities | ROOSEVELT ELEMENTARY SCHOOL | \$ 48,224.30 |
| GLENN PARRISH dba ACCESS LOCK AND MAINTENANCE | 393925 | 21-Sep-2018 | FACILITIES MAINTENANCE SUPPLIES | Unrestricted Discretionary Accounts | GODINEZ FUNDAMENTAL HIGH SCHOOL | \$ 175.00 |
| GLOBAL EQUIPMENT COMPANY, INC. | 393986 | 24-Sep-2018 | CLASSROOM FURNITURE | Department Unrestricted Discretionary Accounts | DISTRICT-WIDE | \$ 6,133.08 |
| GODINEZ HIGH SCHOOL | 393465 | 13-Sep-2018 | TOURNAMENT FEE | Unrestricted Discretionary Accounts | CENTURY HIGH SCHOOL | \$ 59.62 |
| GODINEZ HIGH SCHOOL | 393606 | 17-Sep-2018 | TOURNAMENT FEE | Unrestricted Discretionary Accounts | LORIN GRISET ACADEMY | \$ 59.62 |
| GOLD COAST FENCE, INC. | 393411 | 12-Sep-2018 | FENCE REPAIR ROOSEVELT | Ongoing & Major Maintenance Account | BUILDING SERVICES | \$ 1,075.00 |
| GOLD COAST FENCE, INC. | 393415 | 12-Sep-2018 | FENCE REPAIR SANTA ANA HS | Ongoing & Major Maintenance Account | BUILDING SERVICES | \$ 3,985.00 |
| GOPHER | 393397 | 12-Sep-2018 | RECESS SUPPLIES | Unrestricted Discretionary Accounts | ESQUEDA ELEMENTARY SCHOOL | \$ 1,662.71 |
| GOPHER | 393640 | 18-Sep-2018 | RECESS SUPPLIES | SC-LCFF-Supplemental/Concentration | REACH ACADEMY | \$ 884.50 |
| GOPHER | 393641 | 18-Sep-2018 | RECESS SUPPLIES | SC-LCFF-Supplemental/Concentration | REACH ACADEMY | \$ 87.22 |
| GOPHER | 393767 | 19-Sep-2018 | RECESS SUPPLIES | SC-LCFF-Supplemental/Concentration | REACH ACADEMY | \$ 67.88 |
| GOVCONNECTION, INC. dba CONNECTION | 393699 | 18-Sep-2018 | COMPUTER ACCESSORIES | Department Unrestricted Discretionary Accounts | CHARTER/ATTENDANCE | \$ 1,645.14 |
| GOVCONNECTION, INC. dba CONNECTION | 393554 | 14-Sep-2018 | COMPUTER ACCESSORIES | Head Start | CHILD DEVELOPMENT | \$ 841.22 |

Fund 01

| Supplier: | PO Number: | Date PO Created: | Item Description: | Resource Description : | Site: | Amount: |
|--|------------|------------------|---------------------------------|---|------------------------------------|-------------|
| GOVCONNECTION, INC. dba CONNECTION | 393396 | 12-Sep-2018 | COMPUTER ACCESSORIES | Department Unrestricted Discretionary Accounts | HEALTH/HOME-HOSPITAL INSTR | \$ 679.30 |
| GOVCONNECTION, INC. dba CONNECTION | 393507 | 14-Sep-2018 | COMPUTER ACCESSORIES | 21st Century ASSETS (roll-up 4124) | SANTA ANA HIGH SCHOOL | \$ 1,386.95 |
| GOVCONNECTION, INC. dba CONNECTION | 393930 | 21-Sep-2018 | COMPUTER ACCESSORIES | TIPS (Teaching Induction & Professional Support) | STAFF DEVELOPMENT | \$ 308.32 |
| GOVCONNECTION, INC. dba CONNECTION | 394096 | 25-Sep-2018 | COMPUTER ACCESSORIES | Unrestricted Discretionary Accounts | TAFT ELEMENTARY SCHOOL | \$ 220.93 |
| GRAINGER | 393905 | 21-Sep-2018 | FACILITIES MAINTENANCE SUPPLIES | Dept. SC-LCFF-Supplemental/Concentration | SCHOOL POLICE SERVICES | \$ 551.25 |
| GRAINGER | 393906 | 21-Sep-2018 | FACILITIES MAINTENANCE SUPPLIES | Dept. SC-LCFF-Supplemental/Concentration | SCHOOL POLICE SERVICES | \$ 4,166.48 |
| GRAY STEP SOFTWARE, INC. | 393513 | 14-Sep-2018 | SOFTWARE LICENSE | Department Unrestricted Discretionary Accounts | ACCOUNTING DEPARTMENT | \$ 313.73 |
| GROSH SCENIC RENTALS, INC. | 393939 | 21-Sep-2018 | VAPA SUPPLIES | Title I, Core Set Aside | SANTA ANA HIGH SCHOOL | \$ 3,117.86 |
| GROSH SCENIC RENTALS, INC. | 393940 | 21-Sep-2018 | VAPA SUPPLIES | Title I, Core Set Aside | SANTA ANA HIGH SCHOOL | \$ 1,856.54 |
| GUITAR CENTER STORES, INC. dba MUSIC AND ARTS CENTER | 393875 | 21-Sep-2018 | VAPA SUPPLIES | SC-LCFF-Supplemental/Concentration | REACH ACADEMY | \$ 1,318.85 |
| HELEN B. TROSS dba TROSSSTEACH, LLC | 393820 | 20-Sep-2018 | CONSULTANT SERVICES | SC-Early Learning (PreK-Gr 6) | MONTE VISTA ELEMENTARY SCHOOL | \$ 5,000.00 |
| HERFF JONES NYSTROM | 394040 | 25-Sep-2018 | GRADUATION SUPPLIES | Unrestricted Discretionary Accounts | SEGERSTROM HIGH SCHOOL | \$ 6,500.00 |
| HERITAGE MUSEUM OF ORANGE COUNTY | 393717 | 19-Sep-2018 | FIELD TRIP | IASA: Title I Basic Grants Low-Income and Neglected, Part A | FRANKLIN ELEMENTARY SCHOOL | \$ 368.00 |
| HERITAGE MUSEUM OF ORANGE COUNTY | 394047 | 25-Sep-2018 | FIELD TRIP | IASA: Title I Basic Grants Low-Income and Neglected, Part A | MUIR FUNDAMENTAL ELEMENTARY SCHOOL | \$ 568.00 |
| HOUGHTON MIFFLIN HARCOURT | 394061 | 25-Sep-2018 | TEXTBOOKS | Lottery: Instructional Materials | STATE TEXTBOOKS | \$ 3,496.68 |
| HUNTINGTON BEACH HIGH SCHOOL | 393610 | 17-Sep-2018 | TOURNAMENT FEE | SC-LCFF-Supplemental/Concentration | SANTA ANA HIGH SCHOOL | \$ 525.00 |
| INTERIOR MANAGEMENT, INC. | 393413 | 12-Sep-2018 | CARPET REPLACEMENT | Dept. SC-LCFF-Supplemental/Concentration | SCHOOL POLICE SERVICES | \$ 395.00 |
| INTERNATIONAL BACCALAUREATE ORGANIZATION | 393732 | 19-Sep-2018 | MEMBERSHIP FEE | SC-LCFF-Supplemental/Concentration | SADDLEBACK HIGH SCHOOL | \$ 1,488.00 |

Fund 01

| Supplier: | PO Number: | Date PO Created: | Item Description: | Resource Description : | Site: | Amount: |
|---|------------|------------------|----------------------------------|--|------------------------------------|-------------|
| INTERNATIONAL E-Z UP, INC. | 393620 | 18-Sep-2018 | OFFICE SUPPLIES | Special Education | MITCHELL CHILD DEVELOPMENT CENTER | \$ 134.69 |
| INTERNATIONAL STUDENT TOURS | 393438 | 13-Sep-2018 | STUDENT CAMPUS TOURS | 21st Century ASSETS (roll-up 4124) | SADDLEBACK HIGH SCHOOL | \$ 499.00 |
| J.W. PEPPER & SONS, INC. | 393614 | 17-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | IASA: Title I Basic Grants Low-Income and Neglected, Part A | ESQUEDA ELEMENTARY SCHOOL | \$ 48.45 |
| JACOB CLIFFORD dba ACDC LEADERSHIP AND CONSULTING | 393612 | 17-Sep-2018 | CONSULTANT SERVICES | Unrestricted Discretionary Accounts | SANTA ANA HIGH SCHOOL | \$ 700.00 |
| JAVIER MENDEZ dba JAVIER MENDEZ SAFETY CONSULTING | 393427 | 12-Sep-2018 | CONSULTANT SERVICES | Ongoing & Major Maintenance Account | BUILDING SERVICES | \$ 300.00 |
| JENNIFER B. BONFIL | 394078 | 25-Sep-2018 | CONSULTANT SERVICES | SC-LCFF-Supplemental/Concentration | SADDLEBACK HIGH SCHOOL | \$ 800.00 |
| JEREMY AARON MEZA | 394079 | 25-Sep-2018 | CONSULTANT SERVICES | SC-LCFF-Supplemental/Concentration | SADDLEBACK HIGH SCHOOL | \$ 120.00 |
| JIM'S MUSIC CENTER, INC. | 393446 | 13-Sep-2018 | VAPA SUPPLIES | Unrestricted Discretionary Accounts | SEGERSTROM HIGH SCHOOL | \$ 2,788.57 |
| JOELLE J. CHARBONNEAU-BLANCO dba JOELLE CHARBONNEAU | 393565 | 17-Sep-2018 | CONSULTANT SERVICES | IASA: Title I Basic Grants Low-Income and Neglected, Part A | GODINEZ FUNDAMENTAL HIGH SCHOOL | \$ 1,000.00 |
| JOSE REA dba MADISON PARK NEIGHBORHOOD ASSOCIATION | 393709 | 19-Sep-2018 | CONSULTANT SERVICES | IASA: Title I Basic Grants Low-Income and Neglected, Part A | MADISON ELEMENTARY SCHOOL | \$ 5,000.00 |
| JOSTENS/JACK NICHOLSON | 393973 | 24-Sep-2018 | GRADUATION SUPPLIES | Unrestricted Discretionary Accounts | SANTA ANA HIGH SCHOOL | \$ 5,084.49 |
| K-12 SCHOOL SUPPLIES, LLC | 394015 | 25-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Unrestricted Discretionary Accounts | WILSON ELEMENTARY SCHOOL | \$ 81.19 |
| KEVIN N. SCHAUER dba HANGSAFE HOOKS | 393896 | 21-Sep-2018 | FACILITIES MAINTENANCE SUPPLIES | Unrestricted Discretionary Accounts | FRANKLIN ELEMENTARY SCHOOL | \$ 441.83 |
| KEVIN N. SCHAUER dba HANGSAFE HOOKS | 393394 | 12-Sep-2018 | FACILITIES MAINTENANCE SUPPLIES | Unrestricted Discretionary Accounts | MUIR FUNDAMENTAL ELEMENTARY SCHOOL | \$ 419.44 |
| LAGUNA HILLS HIGH SCHOOL | 393976 | 24-Sep-2018 | TOURNAMENT FEE | SC-LCFF-Supplemental/Concentration | SADDLEBACK HIGH SCHOOL | \$ 500.00 |
| LAGUNA HILLS HIGH SCHOOL | 394052 | 25-Sep-2018 | TOURNAMENT FEE | SC-LCFF-Supplemental/Concentration | SEGERSTROM HIGH SCHOOL | \$ 425.00 |
| LAKESHORE LEARNING MATERIALS | 393864 | 21-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | 30-R2002-663 Before and After School Learning & Safe Neighborhood Partnerships | ADAMS ELEMENTARY SCHOOL | \$ 371.38 |

Fund 01

| Supplier: | PO Number: | Date PO Created: | Item Description: | Resource Description : | Site: | Amount: |
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| LAKESHORE LEARNING MATERIALS | 393867 | 21-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Unrestricted Discretionary Accounts | ADAMS ELEMENTARY SCHOOL | \$ 42.90 |
| LAKESHORE LEARNING MATERIALS | 393884 | 21-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Unrestricted Discretionary Accounts | ADAMS ELEMENTARY SCHOOL | \$ 51.17 |
| LAKESHORE LEARNING MATERIALS | 394076 | 25-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Special Education | DIAMOND ELEMENTARY SCHOOL | \$ 118.68 |
| LAKESHORE LEARNING MATERIALS | 393684 | 18-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | IASA: Title I Basic Grants Low-Income and Neglected, Part A | EARLY CHILDHOOD EDUCATION | \$ 605.73 |
| LAKESHORE LEARNING MATERIALS | 393742 | 19-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | IASA: Title I Basic Grants Low-Income and Neglected, Part A | EARLY CHILDHOOD EDUCATION | \$ 182.35 |
| LAKESHORE LEARNING MATERIALS | 393532 | 14-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | IASA: Title I Basic Grants Low-Income and Neglected, Part A | ESQUEDA ELEMENTARY SCHOOL | \$ 22.51 |
| LAKESHORE LEARNING MATERIALS | 394030 | 25-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Special Education | FRANKLIN ELEMENTARY SCHOOL | \$ 109.50 |
| LAKESHORE LEARNING MATERIALS | 393765 | 19-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | 30-R2002-663 Before and After School Learning & Safe Neighborhood Partnerships | GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL | \$ 27.58 |
| LAKESHORE LEARNING MATERIALS | 393407 | 12-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | IASA: Title I Basic Grants Low-Income and Neglected, Part A | HEROES ELEMENTARY SCHOOL | \$ 39.95 |
| LAKESHORE LEARNING MATERIALS | 393754 | 19-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | 30-R2002-663 Before and After School Learning & Safe Neighborhood Partnerships | KENNEDY ELEMENTARY SCHOOL | \$ 479.83 |
| LAKESHORE LEARNING MATERIALS | 394022 | 25-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Unrestricted Discretionary Accounts | LINCOLN ELEMENTARY SCHOOL | \$ 401.09 |
| LAKESHORE LEARNING MATERIALS | 393416 | 12-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Unrestricted Discretionary Accounts | MARTIN ELEMENTARY SCHOOL | \$ 245.64 |
| LAKESHORE LEARNING MATERIALS | 393417 | 12-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Unrestricted Discretionary Accounts | MARTIN ELEMENTARY SCHOOL | \$ 101.29 |
| LAKESHORE LEARNING MATERIALS | 393418 | 12-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Unrestricted Discretionary Accounts | MARTIN ELEMENTARY SCHOOL | \$ 191.36 |
| LAKESHORE LEARNING MATERIALS | 393476 | 13-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Special Education | MITCHELL CHILD DEVELOPMENT CENTER | \$ 269.13 |
| LAKESHORE LEARNING MATERIALS | 393508 | 14-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Special Ed: Infant Discretionary Fund (frm 3330) | MITCHELL CHILD DEVELOPMENT CENTER | \$ 1,100.00 |
| LAKESHORE LEARNING MATERIALS | 393514 | 14-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Special Education | MITCHELL CHILD DEVELOPMENT CENTER | \$ 270.18 |

Fund 01

| Supplier: | PO Number: | Date PO Created: | Item Description: | Resource Description : | Site: | Amount: |
|------------------------------|------------|------------------|----------------------------------|--|---------------------------------------|-----------|
| LAKESHORE LEARNING MATERIALS | 393516 | 14-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Special Education | MITCHELL CHILD DEVELOPMENT CENTER | \$ 143.29 |
| LAKESHORE LEARNING MATERIALS | 393518 | 14-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Special Education | MITCHELL CHILD DEVELOPMENT CENTER | \$ 245.61 |
| LAKESHORE LEARNING MATERIALS | 393534 | 14-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Special Education | MITCHELL CHILD DEVELOPMENT CENTER | \$ 297.83 |
| LAKESHORE LEARNING MATERIALS | 393535 | 14-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Special Education | MITCHELL CHILD DEVELOPMENT CENTER | \$ 130.97 |
| LAKESHORE LEARNING MATERIALS | 393537 | 14-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Special Education | MITCHELL CHILD DEVELOPMENT CENTER | \$ 281.09 |
| LAKESHORE LEARNING MATERIALS | 393539 | 14-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Special Education | MITCHELL CHILD DEVELOPMENT CENTER | \$ 298.84 |
| LAKESHORE LEARNING MATERIALS | 393541 | 14-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Special Education | MITCHELL CHILD DEVELOPMENT CENTER | \$ 280.38 |
| LAKESHORE LEARNING MATERIALS | 393545 | 14-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Special Education | MITCHELL CHILD DEVELOPMENT CENTER | \$ 294.68 |
| LAKESHORE LEARNING MATERIALS | 393602 | 17-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Special Education | MITCHELL CHILD DEVELOPMENT CENTER | \$ 323.23 |
| LAKESHORE LEARNING MATERIALS | 393741 | 19-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Special Education | MITCHELL CHILD DEVELOPMENT CENTER | \$ 255.83 |
| LAKESHORE LEARNING MATERIALS | 393805 | 19-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Special Education | MITCHELL CHILD DEVELOPMENT CENTER | \$ 109.43 |
| LAKESHORE LEARNING MATERIALS | 393812 | 19-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Special Education | MITCHELL CHILD DEVELOPMENT CENTER | \$ 314.12 |
| LAKESHORE LEARNING MATERIALS | 393813 | 19-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Special Education | MITCHELL CHILD DEVELOPMENT CENTER | \$ 290.66 |
| LAKESHORE LEARNING MATERIALS | 393477 | 13-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Special Education | MUIR FUNDAMENTAL ELEMENTARY SCHOOL | \$ 190.33 |
| LAKESHORE LEARNING MATERIALS | 393901 | 21-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | 30-R2002-663 Before and After School Learning & Safe Neighborhood Partnerships | SEPULVEDA ELEMENTARY SCHOOL | \$ 30.64 |
| LAKESHORE LEARNING MATERIALS | 394032 | 25-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Medi-Cal Billing Option | SPEECH & LANGUAGE | \$ 84.41 |
| LAKESHORE LEARNING MATERIALS | 393798 | 19-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | 30-R2002-663 Before and After School Learning & Safe Neighborhood Partnerships | VILLA FUNDAMENTAL INTERMEDIATE SCHOOL | \$ 92.71 |

Fund 01

| Supplier: | PO Number: | Date PO Created: | Item Description: | Resource Description : | Site: | Amount: |
|--|------------|------------------|----------------------------------|--|------------------------------|--------------|
| LAKESHORE LEARNING MATERIALS | 393761 | 19-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | 30-R2002-663 Before and After School Learning & Safe Neighborhood Partnerships | WALKER ELEMENTARY SCHOOL | \$ 284.38 |
| LAKESHORE LEARNING MATERIALS | 393542 | 14-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Unrestricted Discretionary Accounts | WASHINGTON ELEMENTARY SCHOOL | \$ 109.49 |
| LAKESHORE LEARNING MATERIALS | 393743 | 19-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Unrestricted Discretionary Accounts | WASHINGTON ELEMENTARY SCHOOL | \$ 7.15 |
| LAKESHORE LEARNING MATERIALS | 393758 | 19-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Special Education | WASHINGTON ELEMENTARY SCHOOL | \$ 267.45 |
| LAKESHORE LEARNING MATERIALS | 393763 | 19-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Special Education | WASHINGTON ELEMENTARY SCHOOL | \$ 60.90 |
| LAKESHORE LEARNING MATERIALS | 393810 | 19-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Special Education | WASHINGTON ELEMENTARY SCHOOL | \$ 183.26 |
| LAKESHORE LEARNING MATERIALS | 393811 | 19-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Special Education | WASHINGTON ELEMENTARY SCHOOL | \$ 169.32 |
| LAKESHORE LEARNING MATERIALS | 393863 | 21-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Special Education | WASHINGTON ELEMENTARY SCHOOL | \$ 78.75 |
| LAKESHORE LEARNING MATERIALS | 393546 | 14-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Special Education | WILSON ELEMENTARY SCHOOL | \$ 276.05 |
| LAKESHORE LEARNING MATERIALS | 393548 | 14-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Special Education | WILSON ELEMENTARY SCHOOL | \$ 184.17 |
| LANGUAGE NETWORK, INC. | 393892 | 21-Sep-2018 | CONSULTANT SERVICES | Special Education | SPECIAL EDUCATION | \$ 20,000.00 |
| LASER LINE STRIPING, INC. | 393912 | 21-Sep-2018 | PARKING LOT STRIPING SANTIAGO | Ongoing & Major Maintenance Account | BUILDING SERVICES | \$ 1,530.00 |
| LAW OFFICE OF NICK DAVAEI CLIENT TRUST ACCOUNT | 393584 | 17-Sep-2018 | LEGAL SERVICES | Special Education | SPECIAL EDUCATION | \$ 4,000.00 |
| LINTOR MAKE-A-BOOK, INC. | 393486 | 13-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Unrestricted Discretionary Accounts | MARTIN ELEMENTARY SCHOOL | \$ 237.05 |
| LITERACY RESOURCES, INC. | 393485 | 13-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | SC-Early Learning (PreK-Gr 6) | JACKSON ELEMENTARY SCHOOL | \$ 1,301.83 |
| LOS ANGELES COUNTY OFFICE OF EDUCATION | 393738 | 19-Sep-2018 | CONFERENCE FEE | Medi-Cal Billing Option | HEALTH/HOME-HOSPITAL INSTR | \$ 1,600.00 |
| LOSO CREATION, LLC dba LOSO CREATION | 393719 | 19-Sep-2018 | SCREEN PRINTING | Unrestricted Discretionary Accounts | MIDDLE COLLEGE HIGH SCHOOL | \$ 864.69 |

Fund 01

| Supplier: | PO Number: | Date PO Created: | Item Description: | Resource Description : | Site: | Amount: |
|--|------------|------------------|----------------------------------|--|--|---------------|
| LOSO CREATION, LLC dba LOSO CREATION | 393967 | 24-Sep-2018 | SCREEN PRINTING | SC-LCFF-Supplemental/Concentration | REACH ACADEMY | \$ 4,000.00 |
| LOSO CREATION, LLC dba LOSO CREATION | 393391 | 12-Sep-2018 | SCREEN PRINTING | Unrestricted Discretionary Accounts | SADDLEBACK HIGH SCHOOL | \$ 3,405.00 |
| LOSO CREATION, LLC dba LOSO CREATION | 393391 | 12-Sep-2018 | SCREEN PRINTING | Unrestricted Discretionary Accounts | SADDLEBACK HIGH SCHOOL | \$ 263.89 |
| LYNN KLEINER'S MUSIC RHAPSODY | 393390 | 12-Sep-2018 | VAPA SUPPLIES | Unrestricted Discretionary Accounts | SEPULVEDA ELEMENTARY SCHOOL | \$ 714.48 |
| MARIA CORONA | 393449 | 13-Sep-2018 | REIMBURSEMENT | Title II-Part A Improving Teacher Quality | NONPUBLIC SCHOOLS | \$ 2,730.00 |
| MARKKULA CENTER FOR APPLIED ETHICS | 393567 | 17-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | SC-LCFF-Supplemental/Concentration | REACH ACADEMY | \$ 500.00 |
| MATER DEI HIGH SCHOOL | 393721 | 19-Sep-2018 | TOURNAMENT FEE | SC-LCFF-Supplemental/Concentration | SEGERSTROM HIGH SCHOOL | \$ 350.00 |
| MISSION SAN JUAN CAPISTRANO | 393791 | 19-Sep-2018 | FIELD TRIP | IASA: Title I Basic Grants Low-Income and Neglected, Part A | ROOSEVELT ELEMENTARY SCHOOL | \$ 1,199.00 |
| MITCHELL REPAIR INFORMATION COMPANY, LLC dba MITCHELL1 | 393429 | 12-Sep-2018 | SOFTWARE LICENSE | Carl D. Perkins Section 131 Career and Technical Education Act of 1998 | VOCATIONAL EDUCATION | \$ 1,099.00 |
| MOBYMAX, LLC | 393943 | 21-Sep-2018 | SOFTWARE LICENSE | IASA: Title I Basic Grants Low-Income and Neglected, Part A | SPURGEON INTERMEDIATE SCHOOL | \$ 1,995.00 |
| MONOPRICE, INC. | 393509 | 14-Sep-2018 | COMPUTER ACCESSORIES | 21st Century ASSETS (roll-up 4124) | SANTA ANA HIGH SCHOOL | \$ 82.00 |
| MOTIVATING SYSTEMS, LLC dba PBIS REWARDS | 393566 | 17-Sep-2018 | STUDENT INCENTIVES | SC-LCFF-Supplemental/Concentration | REACH ACADEMY | \$ 500.00 |
| MRS. NELSON'S BOOK COMPANY | 393480 | 13-Sep-2018 | CLASSROOM BOOKS | IASA: Title I Basic Grants Low-Income and Neglected, Part A | MAC ARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL | \$ 289.02 |
| MTI ENTERPRISES, INC. dba MUSIC THEATRE INTERNATIONAL | 393552 | 14-Sep-2018 | VAPA SUPPLIES | Unrestricted Discretionary Accounts | MADISON ELEMENTARY SCHOOL | \$ 638.96 |
| MUSIC IN MOTION | 393488 | 13-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | IASA: Title I Basic Grants Low-Income and Neglected, Part A | CARVER ELEMENTARY SCHOOL | \$ 30.07 |
| MUSIC IN MOTION | 393489 | 13-Sep-2018 | VAPA SUPPLIES | Unrestricted Discretionary Accounts | CARR INTERMEDIATE SCHOOL | \$ 750.59 |
| MYSTERY SCIENCE, INC. | 394026 | 25-Sep-2018 | SOFTWARE LICENSE | IASA: Title I Basic Grants Low-Income and Neglected, Part A | HENINGER ELEMENTARY SCHOOL | \$ 749.00 |
| N2Y | 393682 | 18-Sep-2018 | SOFTWARE LICENSE | Special Education | SPECIAL EDUCATION | \$ 190,605.80 |

Fund 01

| Supplier: | PO Number: | Date PO Created: | Item Description: | Resource Description : | Site: | Amount: |
|--|------------|------------------|-------------------------------|--|---------------------------------------|--------------|
| NAEHY | 393473 | 13-Sep-2018 | CONFERENCE FEE | Education for Homeless Children and Youth | PUPIL SUPPORT SERVICES | \$ 700.00 |
| NANCY FETZER dba NANCY FETZER'S LITERACY CONNECTIONS, INC. | 393482 | 13-Sep-2018 | CONSULTANT SERVICES | IASA: Title I Basic Grants Low-Income and Neglected, Part A | JACKSON ELEMENTARY SCHOOL | \$ 473.28 |
| NANCY FETZER dba NANCY FETZER'S LITERACY CONNECTIONS, INC. | 393936 | 21-Sep-2018 | CONSULTANT SERVICES | IASA: Title I Basic Grants Low-Income and Neglected, Part A | JACKSON ELEMENTARY SCHOOL | \$ 4,000.00 |
| NATIONAL CENTER ON EDUCATION AND THE ECONOMY dba CRITERION EDUCATION, LLC | 393829 | 20-Sep-2018 | STAFF DEVELOPMENT MATERIALS | Title II-Part A Improving Teacher Quality | STAFF DEVELOPMENT | \$ 68,250.00 |
| NCS PEARSON, INC. dba CERTIPORT | 393934 | 21-Sep-2018 | SOFTWARE LICENSE | CTE Incentive Grant Program | REGIONAL OCCUPATIONAL PROGRAM | \$ 8,295.00 |
| NCS PEARSON, INC. dba CERTIPORT | 393935 | 21-Sep-2018 | SOFTWARE LICENSE | Carl D. Perkins Section 131 Career and Technical Education Act of 1998 | VOCATIONAL EDUCATION | \$ 2,150.00 |
| NEW VISTA SCHOOL | 393424 | 12-Sep-2018 | NON-PUBLIC SCHOOL | Special Education | SPECIAL EDUCATION | \$ 40,000.00 |
| NEWEGG BUSINESS, INC. | 393672 | 18-Sep-2018 | COMPUTER ACCESSORIES | IASA: Title I Basic Grants Low-Income and Neglected, Part A | VILLA FUNDAMENTAL INTERMEDIATE SCHOOL | \$ 109.95 |
| NEWEGG BUSINESS, INC. | 393929 | 21-Sep-2018 | COMPUTER ACCESSORIES | Unrestricted Discretionary Accounts | CARR INTERMEDIATE SCHOOL | \$ 464.80 |
| NORTHFIELD TOWNSHIP HIGH SCHOOL DISTRICT 225 dba GLENBROOK NORTH HIGH SCHOOL | 393723 | 19-Sep-2018 | TOURNAMENT FEE | Communication Studies (Speech and Debate) | K-12 TEACHING AND LEARNING | \$ 1,920.00 |
| OCC GATE | 393603 | 17-Sep-2018 | CONFERENCE FEE | IASA: Title I Basic Grants Low-Income and Neglected, Part A | DAVIS ELEMENTARY SCHOOL | \$ 180.00 |
| OCC GATE | 393858 | 20-Sep-2018 | CONFERENCE FEE | Unrestricted Discretionary Accounts | SANTA ANA HIGH SCHOOL | \$ 90.00 |
| OCEAN INSTITUTE | 394027 | 25-Sep-2018 | FIELD TRIP | Title I, Core Set/Aside | MONROE ELEMENTARY SCHOOL | \$ 425.00 |
| OFFICE DEPOT | 393458 | 13-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Special Education | CARR INTERMEDIATE SCHOOL | \$ 172.87 |
| OFFICE DEPOT | 394056 | 25-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Special Education | CARR INTERMEDIATE SCHOOL | \$ 322.35 |

Fund 01

| Supplier: | PO Number: | Date PO Created: | Item Description: | Resource Description : | Site: | Amount: |
|--------------|------------|------------------|-------------------------------|--|-------------------------------|-----------|
| OFFICE DEPOT | 393461 | 13-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | CENTURY HIGH SCHOOL | \$ 44.61 |
| OFFICE DEPOT | 393800 | 19-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | CENTURY HIGH SCHOOL | \$ 91.58 |
| OFFICE DEPOT | 393809 | 19-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | CENTURY HIGH SCHOOL | \$ 180.57 |
| OFFICE DEPOT | 393843 | 20-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | CENTURY HIGH SCHOOL | \$ 58.39 |
| OFFICE DEPOT | 393828 | 20-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Head Start | CHILD DEVELOPMENT | \$ 229.70 |
| OFFICE DEPOT | 393834 | 20-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Head Start | CHILD DEVELOPMENT | \$ 116.29 |
| OFFICE DEPOT | 393839 | 20-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Head Start | CHILD DEVELOPMENT | \$ 272.53 |
| OFFICE DEPOT | 393990 | 24-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Dept. SC-LCFF- Supplemental/Concentration | COMMUNITY RELATIONS | \$ 400.58 |
| OFFICE DEPOT | 393992 | 24-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | 30-R2002-663 Before and After School Learning & Safe Neighborhood Partnerships | DAVIS ELEMENTARY SCHOOL | \$ 113.73 |
| OFFICE DEPOT | 393998 | 24-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | 30-R2002-663 Before and After School Learning & Safe Neighborhood Partnerships | DAVIS ELEMENTARY SCHOOL | \$ 234.51 |
| OFFICE DEPOT | 394002 | 24-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Department Unrestricted Discretionary Accounts | DISTRICT-WIDE | \$ 150.83 |
| OFFICE DEPOT | 393622 | 18-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | IASA: Title I Basic Grants Low-Income and Neglected, Part A | EARLY CHILDHOOD EDUCATION | \$ 52.02 |
| OFFICE DEPOT | 393463 | 13-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | FRANKLIN ELEMENTARY SCHOOL | \$ 158.99 |
| OFFICE DEPOT | 393806 | 19-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Special Education | FRANKLIN ELEMENTARY SCHOOL | \$ 20.45 |
| OFFICE DEPOT | 393697 | 18-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | 30-R2002-663 Before and After School Learning & Safe Neighborhood Partnerships | FREMONT ELEMENTARY SCHOOL | \$ 441.18 |
| OFFICE DEPOT | 393727 | 19-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | 30-R2002-663 Before and After School Learning & Safe Neighborhood Partnerships | FREMONT ELEMENTARY SCHOOL | \$ 280.47 |

Fund 01

| Supplier: | PO Number: | Date PO Created: | Item Description: | Resource Description : | Site: | Amount: |
|--------------|------------|------------------|-------------------------------|--|--|-------------|
| OFFICE DEPOT | 393881 | 21-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | GARFIELD ELEMENTARY SCHOOL | \$ 9.46 |
| OFFICE DEPOT | 393457 | 13-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Special Education | GODINEZ FUNDAMENTAL HIGH SCHOOL | \$ 61.41 |
| OFFICE DEPOT | 393520 | 14-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | 21st Century ASSETS (roll-up 4124) | GODINEZ FUNDAMENTAL HIGH SCHOOL | \$ 1,131.31 |
| OFFICE DEPOT | 393837 | 20-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | GODINEZ FUNDAMENTAL HIGH SCHOOL | \$ 329.11 |
| OFFICE DEPOT | 393878 | 21-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | GODINEZ FUNDAMENTAL HIGH SCHOOL | \$ 30.94 |
| OFFICE DEPOT | 393957 | 24-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | 21st Century ASSETS (roll-up 4124) | GODINEZ FUNDAMENTAL HIGH SCHOOL | \$ 102.97 |
| OFFICE DEPOT | 394005 | 24-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | GODINEZ FUNDAMENTAL HIGH SCHOOL | \$ 29.37 |
| OFFICE DEPOT | 393666 | 18-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | 30-R2002-663 Before and After School Learning & Safe Neighborhood Partnerships | GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL | \$ 75.25 |
| OFFICE DEPOT | 393948 | 24-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | 30-R2002-663 Before and After School Learning & Safe Neighborhood Partnerships | GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL | \$ 42.44 |
| OFFICE DEPOT | 393988 | 24-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | 30-R2002-663 Before and After School Learning & Safe Neighborhood Partnerships | GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL | \$ 63.04 |
| OFFICE DEPOT | 394051 | 25-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | HARVEY ELEMENTARY SCHOOL | \$ 303.57 |
| OFFICE DEPOT | 393775 | 19-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | HENINGER ELEMENTARY SCHOOL | \$ 37.21 |
| OFFICE DEPOT | 393952 | 24-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | HENINGER ELEMENTARY SCHOOL | \$ 39.71 |
| OFFICE DEPOT | 394050 | 25-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | HENINGER ELEMENTARY SCHOOL | \$ 92.53 |
| OFFICE DEPOT | 393694 | 18-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | HOOVER ELEMENTARY SCHOOL | \$ 95.26 |
| OFFICE DEPOT | 394046 | 25-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | HOOVER ELEMENTARY SCHOOL | \$ 94.12 |

Fund 01

| Supplier: | PO Number: | Date PO Created: | Item Description: | Resource Description : | Site: | Amount: |
|--------------|------------|------------------|-------------------------------|--|--|-------------|
| OFFICE DEPOT | 393455 | 13-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Special Education | JACKSON ELEMENTARY SCHOOL | \$ 132.96 |
| OFFICE DEPOT | 393657 | 18-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | 30-R2002-663 Before and After School Learning & Safe Neighborhood Partnerships | JACKSON ELEMENTARY SCHOOL | \$ 113.00 |
| OFFICE DEPOT | 393668 | 18-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | 30-R2002-663 Before and After School Learning & Safe Neighborhood Partnerships | JEFFERSON ELEMENTARY SCHOOL | \$ 101.47 |
| OFFICE DEPOT | 393799 | 19-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Department Unrestricted Discretionary Accounts | K-12 TEACHING AND LEARNING | \$ 107.74 |
| OFFICE DEPOT | 393951 | 24-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | 30-R2002-663 Before and After School Learning & Safe Neighborhood Partnerships | KENNEDY ELEMENTARY SCHOOL | \$ 42.44 |
| OFFICE DEPOT | 393959 | 24-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | 30-R2002-663 Before and After School Learning & Safe Neighborhood Partnerships | LATHROP INTERMEDIATE SCHOOL | \$ 1,370.19 |
| OFFICE DEPOT | 393655 | 18-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | LINCOLN ELEMENTARY SCHOOL | \$ 445.69 |
| OFFICE DEPOT | 393874 | 21-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | LINCOLN ELEMENTARY SCHOOL | \$ 428.80 |
| OFFICE DEPOT | 394042 | 25-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | 30-R2002-663 Before and After School Learning & Safe Neighborhood Partnerships | LINCOLN ELEMENTARY SCHOOL | \$ 51.71 |
| OFFICE DEPOT | 393628 | 18-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | MAC ARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL | \$ 409.59 |
| OFFICE DEPOT | 394086 | 25-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | MAC ARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL | \$ 101.84 |
| OFFICE DEPOT | 393656 | 18-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | MADISON ELEMENTARY SCHOOL | \$ 77.75 |
| OFFICE DEPOT | 393662 | 18-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | 30-R2002-663 Before and After School Learning & Safe Neighborhood Partnerships | MADISON ELEMENTARY SCHOOL | \$ 502.53 |
| OFFICE DEPOT | 393671 | 18-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | 30-R2002-663 Before and After School Learning & Safe Neighborhood Partnerships | MADISON ELEMENTARY SCHOOL | \$ 225.35 |

Fund 01

| Supplier: | PO Number: | Date PO Created: | Item Description: | Resource Description : | Site: | Amount: |
|--------------|------------|------------------|-------------------------------|--|--|-------------|
| OFFICE DEPOT | 393673 | 18-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | 30-R2002-663 Before and After School Learning & Safe Neighborhood Partnerships | MADISON ELEMENTARY SCHOOL | \$ 385.36 |
| OFFICE DEPOT | 393950 | 24-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | 30-R2002-663 Before and After School Learning & Safe Neighborhood Partnerships | MCFADDEN INTERMEDIATE SCHOOL | \$ 43.09 |
| OFFICE DEPOT | 393635 | 18-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL | \$ 1,694.08 |
| OFFICE DEPOT | 393652 | 18-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | 30-R2002-663 Before and After School Learning & Safe Neighborhood Partnerships | MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL | \$ 118.88 |
| OFFICE DEPOT | 393947 | 24-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | 30-R2002-663 Before and After School Learning & Safe Neighborhood Partnerships | MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL | \$ 42.44 |
| OFFICE DEPOT | 393451 | 13-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Special Education | MITCHELL CHILD DEVELOPMENT CENTER | \$ 226.24 |
| OFFICE DEPOT | 393470 | 13-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Special Education | MITCHELL CHILD DEVELOPMENT CENTER | \$ 923.70 |
| OFFICE DEPOT | 393626 | 18-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Special Education | MITCHELL CHILD DEVELOPMENT CENTER | \$ 64.64 |
| OFFICE DEPOT | 393946 | 24-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | 30-R2002-663 Before and After School Learning & Safe Neighborhood Partnerships | MONROE ELEMENTARY SCHOOL | \$ 42.44 |
| OFFICE DEPOT | 393625 | 18-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | IASA: Title I Basic Grants Low-Income and Neglected, Part A | MONTE VISTA ELEMENTARY SCHOOL | \$ 594.62 |
| OFFICE DEPOT | 393956 | 24-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | 30-R2002-663 Before and After School Learning & Safe Neighborhood Partnerships | MONTE VISTA ELEMENTARY SCHOOL | \$ 42.44 |
| OFFICE DEPOT | 393730 | 19-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | IASA: Title I Basic Grants Low-Income and Neglected, Part A | MUIR FUNDAMENTAL ELEMENTARY SCHOOL | \$ 20.45 |
| OFFICE DEPOT | 393921 | 21-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | 30-R2002-663 Before and After School Learning & Safe Neighborhood Partnerships | MUIR FUNDAMENTAL ELEMENTARY SCHOOL | \$ 42.44 |
| OFFICE DEPOT | 393983 | 24-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | 30-R2002-663 Before and After School Learning & Safe Neighborhood Partnerships | MUIR FUNDAMENTAL ELEMENTARY SCHOOL | \$ 771.84 |

Fund 01

| Supplier: | PO Number: | Date PO Created: | Item Description: | Resource Description : | Site: | Amount: |
|--------------|------------|------------------|-------------------------------|---|------------------------------------|-------------|
| OFFICE DEPOT | 394038 | 25-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | MUIR FUNDAMENTAL ELEMENTARY SCHOOL | \$ 71.64 |
| OFFICE DEPOT | 394084 | 25-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | IASA: Title I Basic Grants Low-Income and Neglected, Part A | MUIR FUNDAMENTAL ELEMENTARY SCHOOL | \$ 40.88 |
| OFFICE DEPOT | 394085 | 25-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | IASA: Title I Basic Grants Low-Income and Neglected, Part A | MUIR FUNDAMENTAL ELEMENTARY SCHOOL | \$ 36.54 |
| OFFICE DEPOT | 393771 | 19-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Department Unrestricted Discretionary Accounts | PURCHASING DEPARTMENT | \$ 28.45 |
| OFFICE DEPOT | 393978 | 24-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | SC-LCFF-Supplemental/Concentration | REACH ACADEMY | \$ 2,202.15 |
| OFFICE DEPOT | 393955 | 24-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Emergency Preparedness and Operations | RISK MANAGEMENT | \$ 1,210.62 |
| OFFICE DEPOT | 393448 | 13-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | IASA: Title I Basic Grants Low-Income and Neglected, Part A | ROMERO-CRUZ ELEMENTARY SCHOOL | \$ 12.48 |
| OFFICE DEPOT | 394081 | 25-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | ROOSEVELT ELEMENTARY SCHOOL | \$ 60.34 |
| OFFICE DEPOT | 393460 | 13-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Special Education | SADDLEBACK HIGH SCHOOL | \$ 57.43 |
| OFFICE DEPOT | 393650 | 18-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | SADDLEBACK HIGH SCHOOL | \$ 152.03 |
| OFFICE DEPOT | 393731 | 19-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | IASA: Title I Basic Grants Low-Income and Neglected, Part A | SADDLEBACK HIGH SCHOOL | \$ 103.40 |
| OFFICE DEPOT | 394037 | 25-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | 21st Century ASSETS (roll-up 4124) | SADDLEBACK HIGH SCHOOL | \$ 84.89 |
| OFFICE DEPOT | 393474 | 13-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | SANTA ANA HIGH SCHOOL | \$ 98.29 |
| OFFICE DEPOT | 393759 | 19-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | SANTA ANA HIGH SCHOOL | \$ 43.09 |
| OFFICE DEPOT | 393776 | 19-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | SANTA ANA HIGH SCHOOL | \$ 63.52 |
| OFFICE DEPOT | 393777 | 19-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | SANTA ANA HIGH SCHOOL | \$ 99.12 |
| OFFICE DEPOT | 393778 | 19-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | SANTA ANA HIGH SCHOOL | \$ 233.54 |
| OFFICE DEPOT | 393779 | 19-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Special Education | SANTA ANA HIGH SCHOOL | \$ 280.27 |

Fund 01

| Supplier: | PO Number: | Date PO Created: | Item Description: | Resource Description : | Site: | Amount: |
|--------------|------------|------------------|-------------------------------|--|------------------------------|-------------|
| OFFICE DEPOT | 393785 | 19-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Special Education | SANTA ANA HIGH SCHOOL | \$ 67.32 |
| OFFICE DEPOT | 393879 | 21-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | SANTA ANA HIGH SCHOOL | \$ 1,086.63 |
| OFFICE DEPOT | 393949 | 24-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | 21st Century ASSETS (roll-up 4124) | SANTA ANA HIGH SCHOOL | \$ 84.89 |
| OFFICE DEPOT | 394004 | 24-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | SANTA ANA HIGH SCHOOL | \$ 39.68 |
| OFFICE DEPOT | 393624 | 18-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | IASA: Title I Basic Grants Low-Income and Neglected, Part A | SANTIAGO ELEMENTARY SCHOOL | \$ 40.47 |
| OFFICE DEPOT | 393755 | 19-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | IASA: Title I Basic Grants Low-Income and Neglected, Part A | SANTIAGO ELEMENTARY SCHOOL | \$ 169.22 |
| OFFICE DEPOT | 393551 | 14-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Dept. SC-LCFF-Supplemental/Concentration | SCHOOL CLIMATE | \$ 125.53 |
| OFFICE DEPOT | 393553 | 14-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Dept. SC-LCFF-Supplemental/Concentration | SCHOOL CLIMATE | \$ 717.17 |
| OFFICE DEPOT | 393437 | 13-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Dept. SC-LCFF-Supplemental/Concentration | SCHOOL POLICE SERVICES | \$ 483.78 |
| OFFICE DEPOT | 393823 | 20-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Dept. SC-LCFF-Supplemental/Concentration | SCHOOL POLICE SERVICES | \$ 1,892.74 |
| OFFICE DEPOT | 393954 | 24-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | SEGERSTROM HIGH SCHOOL | \$ 118.45 |
| OFFICE DEPOT | 394039 | 25-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | 21st Century ASSETS (roll-up 4124) | SEGERSTROM HIGH SCHOOL | \$ 84.89 |
| OFFICE DEPOT | 394058 | 25-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | SEGERSTROM HIGH SCHOOL | \$ 104.18 |
| OFFICE DEPOT | 393958 | 24-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | 30-R2002-663 Before and After School Learning & Safe Neighborhood Partnerships | SEPULVEDA ELEMENTARY SCHOOL | \$ 279.11 |
| OFFICE DEPOT | 393623 | 18-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Special Education | SPECIAL EDUCATION | \$ 40.04 |
| OFFICE DEPOT | 393790 | 19-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Special Education | SPEECH & LANGUAGE | \$ 131.31 |
| OFFICE DEPOT | 393728 | 19-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | 30-R2002-663 Before and After School Learning & Safe Neighborhood Partnerships | SPURGEON INTERMEDIATE SCHOOL | \$ 305.04 |

Fund 01

| Supplier: | PO Number: | Date PO Created: | Item Description: | Resource Description : | Site: | Amount: |
|--------------|------------|------------------|-------------------------------|--|---------------------------------------|-----------|
| OFFICE DEPOT | 393833 | 20-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | SPURGEON INTERMEDIATE SCHOOL | \$ 737.11 |
| OFFICE DEPOT | 393467 | 13-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Special Education | TAFT ELEMENTARY SCHOOL | \$ 214.55 |
| OFFICE DEPOT | 393639 | 18-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | TAFT ELEMENTARY SCHOOL | \$ 52.70 |
| OFFICE DEPOT | 393649 | 18-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | TAFT ELEMENTARY SCHOOL | \$ 95.86 |
| OFFICE DEPOT | 393659 | 18-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | TAFT ELEMENTARY SCHOOL | \$ 301.59 |
| OFFICE DEPOT | 393677 | 18-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | 30-R2002-663 Before and After School Learning & Safe Neighborhood Partnerships | TAFT ELEMENTARY SCHOOL | \$ 267.90 |
| OFFICE DEPOT | 393803 | 19-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | TAFT ELEMENTARY SCHOOL | \$ 29.06 |
| OFFICE DEPOT | 393807 | 19-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | TAFT ELEMENTARY SCHOOL | \$ 41.27 |
| OFFICE DEPOT | 393808 | 19-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | TAFT ELEMENTARY SCHOOL | \$ 25.64 |
| OFFICE DEPOT | 393876 | 21-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | TAFT ELEMENTARY SCHOOL | \$ 77.54 |
| OFFICE DEPOT | 393692 | 18-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | 21st Century ASSETS (roll-up 4124) | VALLEY HIGH SCHOOL | \$ 247.07 |
| OFFICE DEPOT | 393664 | 18-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | 30-R2002-663 Before and After School Learning & Safe Neighborhood Partnerships | VILLA FUNDAMENTAL INTERMEDIATE SCHOOL | \$ 235.73 |
| OFFICE DEPOT | 393678 | 18-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | 30-R2002-663 Before and After School Learning & Safe Neighborhood Partnerships | VILLA FUNDAMENTAL INTERMEDIATE SCHOOL | \$ 757.00 |
| OFFICE DEPOT | 393453 | 13-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Special Education | WASHINGTON ELEMENTARY SCHOOL | \$ 23.68 |
| OFFICE DEPOT | 393646 | 18-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | WASHINGTON ELEMENTARY SCHOOL | \$ 19.06 |
| OFFICE DEPOT | 393647 | 18-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Special Education | WASHINGTON ELEMENTARY SCHOOL | \$ 42.98 |

Fund 01

| Supplier: | PO Number: | Date PO Created: | Item Description: | Resource Description : | Site: | Amount: |
|---|------------|------------------|-------------------------------|--|------------------------------------|---------------|
| OFFICE DEPOT | 393648 | 18-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Special Education | WASHINGTON ELEMENTARY SCHOOL | \$ 40,93 |
| OFFICE DEPOT | 393804 | 19-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | WASHINGTON ELEMENTARY SCHOOL | \$ 27.01 |
| OFFICE DEPOT | 393873 | 21-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | WASHINGTON ELEMENTARY SCHOOL | \$ 36.45 |
| OFFICE DEPOT | 393980 | 24-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | 30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships | WASHINGTON ELEMENTARY SCHOOL | \$ 373.88 |
| OFFICE DEPOT | 394041 | 25-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | WASHINGTON ELEMENTARY SCHOOL | \$ 99.12 |
| OFFICE DEPOT | 394088 | 25-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | WILLARD INTERMEDIATE SCHOOL | \$ 84.02 |
| OFFICE DEPOT | 394095 | 25-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | WILLARD INTERMEDIATE SCHOOL | \$ 430.99 |
| OFFICE DEPOT | 393914 | 21-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | WILSON ELEMENTARY SCHOOL | \$ 66.41 |
| OFFICE DEPOT | 394083 | 25-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | IASA: Title I Basic Grants Low-Income and Neglected, Part A | WILSON ELEMENTARY SCHOOL | \$ 251.33 |
| OFFICE SOLUTIONS BUSINESS PRODUCTS & SERVICES | 393440 | 13-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Special Education | MITCHELL CHILD DEVELOPMENT CENTER | \$ 562.20 |
| OFFICE SOLUTIONS BUSINESS PRODUCTS & SERVICES | 393687 | 18-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | IASA: Title I Basic Grants Low-Income and Neglected, Part A | MUIR FUNDAMENTAL ELEMENTARY SCHOOL | \$ 94.58 |
| OneOC | 393576 | 17-Sep-2018 | CONSULTANT SERVICES | IASA: Title I Basic Grants Low-Income and Neglected, Part A | FREMONT ELEMENTARY SCHOOL | \$ 6,000.00 |
| ORANGE COUNTY DEPARTMENT OF EDUCATION | 393861 | 20-Sep-2018 | CONFERENCE FEE | IASA: Title I Basic Grants Low-Income and Neglected, Part A | ADAMS ELEMENTARY SCHOOL | \$ 200.00 |
| ORANGE COUNTY DEPARTMENT OF EDUCATION | 393734 | 19-Sep-2018 | CONFERENCE FEE | Department Unrestricted Discretionary Accounts | K-12 TEACHING AND LEARNING | \$ 285.00 |
| ORANGE COUNTY DEPARTMENT OF EDUCATION | 393819 | 20-Sep-2018 | CONFERENCE FEE | IASA: Title I Basic Grants Low-Income and Neglected, Part A | SADDLEBACK HIGH SCHOOL | \$ 235.00 |
| ORANGE COUNTY DEPARTMENT OF EDUCATION | 393818 | 20-Sep-2018 | CONFERENCE FEE | Unrestricted Discretionary Accounts | SANTA ANA HIGH SCHOOL | \$ 285.00 |
| ORANGE COUNTY DEPARTMENT OF EDUCATION | 393572 | 17-Sep-2018 | COUNTY SPED SCHOOL FEES | Special Education | SPECIAL EDUCATION | \$ 425,079.00 |

Fund 01

| Supplier: | PO Number: | Date PO Created: | Item Description: | Resource Description : | Site: | Amount: |
|--|------------|------------------|----------------------------------|--|--|-------------|
| ORANGE COUNTY DEPARTMENT OF EDUCATION | 393735 | 19-Sep-2018 | CONFERENCE FEE | Special Education | SPECIAL EDUCATION | \$ 400.00 |
| ORANGE COUNTY DEPARTMENT OF EDUCATION | 393821 | 20-Sep-2018 | CONFERENCE FEE | Unrestricted Discretionary Accounts | SPURGEON INTERMEDIATE SCHOOL | \$ 30.00 |
| ORANGE COUNTY REGISTER | 394069 | 25-Sep-2018 | ADVERTISING FEES | Dept. SC-LCFF-Supplemental/Concentration | COMMUNICATIONS OFFICE | \$ 200.00 |
| ORIENTAL TRADING COMPANY, INC. | 393793 | 19-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | 30-R2002-663 Before and After School Learning & Safe Neighborhood Partnerships | EDISON ELEMENTARY SCHOOL | \$ 578.76 |
| ORIENTAL TRADING COMPANY, INC. | 393852 | 20-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | 30-R2002-663 Before and After School Learning & Safe Neighborhood Partnerships | GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL | \$ 150.03 |
| ORIENTAL TRADING COMPANY, INC. | 393786 | 19-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | 30-R2002-663 Before and After School Learning & Safe Neighborhood Partnerships | JACKSON ELEMENTARY SCHOOL | \$ 128.21 |
| ORIENTAL TRADING COMPANY, INC. | 393962 | 24-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | 30-R2002-663 Before and After School Learning & Safe Neighborhood Partnerships | JACKSON ELEMENTARY SCHOOL | \$ 23.67 |
| ORIENTAL TRADING COMPANY, INC. | 393924 | 21-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | 30-R2002-663 Before and After School Learning & Safe Neighborhood Partnerships | JEFFERSON ELEMENTARY SCHOOL | \$ 278.30 |
| ORIENTAL TRADING COMPANY, INC. | 393963 | 24-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | 30-R2002-663 Before and After School Learning & Safe Neighborhood Partnerships | KENNEDY ELEMENTARY SCHOOL | \$ 216.85 |
| ORIENTAL TRADING COMPANY, INC. | 393979 | 24-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | 30-R2002-663 Before and After School Learning & Safe Neighborhood Partnerships | PIO-PICO ELEMENTARY SCHOOL | \$ 333.18 |
| P&D VENTURES INC dba ADVANCED TILE RESTORATION | 394072 | 25-Sep-2018 | CEREMIC TILE REFINISHING | Ongoing & Major Maintenance Account | BUILDING SERVICES | \$ 9,672.00 |
| PADRES UNIDOS | 393597 | 17-Sep-2018 | CONSULTANT SERVICES | IASA: Title I Basic Grants Low-Income and Neglected, Part A | WALKER ELEMENTARY SCHOOL | \$ 188.74 |
| PARENT INSTITUTE FOR QUALITY EDUCATION | 393918 | 21-Sep-2018 | CONSULTANT SERVICES | IASA: Title I Basic Grants Low-Income and Neglected, Part A | SPURGEON INTERMEDIATE SCHOOL | \$ 6,000.00 |
| PARTY PRO RENTAL CENTER | 393753 | 19-Sep-2018 | VAPA SUPPLIES | Dept. SC-LCFF-Supplemental/Concentration | VISUAL & PERFORMING ARTS | \$ 1,272.00 |
| PC PARTS PLUS dba CHROMEBOOKPARTS.COM | 393681 | 18-Sep-2018 | COMPUTER REPAIR PARTS | Unrestricted Discretionary Accounts | SPURGEON INTERMEDIATE SCHOOL | \$ 215.45 |

Fund 01

| Supplier: | PO Number: | Date PO Created: | Item Description: | Resource Description : | Site: | Amount: |
|--|------------|------------------|----------------------------------|---|-------------------------------|---------------|
| PEARSON ASSESSMENTS | 393487 | 13-Sep-2018 | STUDENT ASSESSMENT MATERIALS | Special Education | SPEECH & LANGUAGE | \$ 100.21 |
| PEARSON ED, INC. | 393443 | 13-Sep-2018 | SOFTWARE LICENSE | CTE Incentive Grant | REGIONAL OCCUPATIONAL PROGRAM | \$ 17,204.14 |
| PEARSON ED, INC. | 394075 | 25-Sep-2018 | TEXTBOOKS | Lottery: Instructional Materials | STATE TEXTBOOKS | \$ 1,464.17 |
| PENSKE TRUCK LEASING CO., L.P. | 393497 | 14-Sep-2018 | VEHICLE RENTAL | Department Unrestricted Discretionary Accounts | PURCHASING DEPARTMENT | \$ 1,000.00 |
| PERMA BOUND BOOKS HERTZBERG NEW METHOD, INC. | 393817 | 20-Sep-2018 | LIBRARY BOOKS | Unrestricted Discretionary Accounts | TAFT ELEMENTARY SCHOOL | \$ 197.59 |
| PLAYSCRIPTS, INC. | 393642 | 18-Sep-2018 | VAPA SUPPLIES | Unrestricted Discretionary Accounts | CARR INTERMEDIATE SCHOOL | \$ 808.77 |
| PLAYWORKS EDUCATION ENERGIZED | 393484 | 13-Sep-2018 | CONSULTANT SERVICES | One-Time Carryover Funds | FREMONT ELEMENTARY SCHOOL | \$ 19,500.00 |
| PLAYWORKS EDUCATION ENERGIZED | 393574 | 17-Sep-2018 | CONSULTANT SERVICES | One-Time Carryover Funds | JEFFERSON ELEMENTARY SCHOOL | \$ 9,351.78 |
| PLAYWORKS EDUCATION ENERGIZED | 393575 | 17-Sep-2018 | CONSULTANT SERVICES | Unrestricted Discretionary Accounts | JEFFERSON ELEMENTARY SCHOOL | \$ 398.22 |
| PLAYWORKS EDUCATION ENERGIZED | 393704 | 19-Sep-2018 | CONSULTANT SERVICES | IASA: Title I Basic Grants Low-Income and Neglected, Part A | WASHINGTON ELEMENTARY SCHOOL | \$ 18,250.00 |
| PLAYWORKS EDUCATION ENERGIZED | 393712 | 19-Sep-2018 | CONSULTANT SERVICES | IASA: Title I Basic Grants Low-Income and Neglected, Part A | WASHINGTON ELEMENTARY SCHOOL | \$ 10,880.33 |
| PORTVIEW PREPARATORY, INC. | 393422 | 12-Sep-2018 | NON-PUBLIC SCHOOL | Special Education | SPECIAL EDUCATION | \$ 162,400.00 |
| POSITIVE BEHAVIOR SUPPORTS, CORP. | 394060 | 25-Sep-2018 | CONSULTANT SERVICES | Special Ed: Mental Health Services | SPECIAL EDUCATION | \$ 1,876.25 |
| PRO-ED | 393832 | 20-Sep-2018 | STUDENT ASSESSMENT MATERIALS | Special Education | PSYCHOLOGICAL SERVICES/APE | \$ 231.12 |
| PRO-ED | 393835 | 20-Sep-2018 | STUDENT ASSESSMENT MATERIALS | Special Education | PSYCHOLOGICAL SERVICES/APE | \$ 231.12 |
| PRO-ED | 393898 | 21-Sep-2018 | STUDENT ASSESSMENT MATERIALS | Medi-Cal Billing Option | SPEECH & LANGUAGE | \$ 104.80 |
| PRO-ED | 393899 | 21-Sep-2018 | STUDENT ASSESSMENT MATERIALS | Medi-Cal Billing Option | SPEECH & LANGUAGE | \$ 138.69 |
| PROJECT LEAD THE WAY, INC. | 393466 | 13-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | PLTW (Project Lead The Way, Inc.) | GARFIELD ELEMENTARY SCHOOL | \$ 635.73 |

Fund 01

| Supplier: | PO Number: | Date PO Created: | Item Description: | Resource Description : | Site: | Amount: |
|--|------------|------------------|----------------------------------|--|--|---------------|
| PROJECT LEAD THE WAY, INC. | 393459 | 13-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Unrestricted - Regional Occupational Center Program (ROC/P 6350) | REGIONAL OCCUPATIONAL PROGRAM | \$ 1,200.00 |
| PROJECT LEAD THE WAY, INC. | 393468 | 13-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Unrestricted - Regional Occupational Center Program (ROC/P 6350) | REGIONAL OCCUPATIONAL PROGRAM | \$ 1,212.19 |
| PROJECT LEAD THE WAY, INC. | 393855 | 20-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | California Career Pathways Trust | REGIONAL OCCUPATIONAL PROGRAM | \$ 2,589.23 |
| PROJECT LEAD THE WAY, INC. | 393859 | 20-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Unrestricted - Regional Occupational Center Program (ROC/P 6350) | REGIONAL OCCUPATIONAL PROGRAM | \$ 750.00 |
| PROJECT LEAD THE WAY, INC. | 393462 | 13-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Unrestricted Discretionary Accounts | SADDLEBACK HIGH SCHOOL | \$ 2,400.00 |
| PROJECT LEAD THE WAY, INC. | 393472 | 13-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Unrestricted Discretionary Accounts | SADDLEBACK HIGH SCHOOL | \$ 1,265.00 |
| PROVO CANYON SCHOOL, INC. | 393705 | 19-Sep-2018 | NON-PUBLIC SCHOOL | Special Education | SPECIAL EDUCATION | \$ 150,447.00 |
| QUESTIVA CONSULTANTS | 394031 | 25-Sep-2018 | CONSULTANT SERVICES | Unrestricted - Regional Occupational Center Program (ROC/P 6350) | REGIONAL OCCUPATIONAL PROGRAM | \$ 3,677.28 |
| RAINBOW BOOKS, INC. dba RAINBOW BOOK COMPANY | 393447 | 13-Sep-2018 | LIBRARY BOOKS | IASA: Title I Basic Grants Low-Income and Neglected, Part A | VILLA FUNDAMENTAL INTERMEDIATE SCHOOL | \$ 5,832.45 |
| RANCHO SANTIAGO COMMUNITY COLLEGE | 393616 | 17-Sep-2018 | STAFF PARKING PASSES | Unrestricted Discretionary Accounts | MIDDLE COLLEGE HIGH SCHOOL | \$ 100.00 |
| RANCHO WILDLIFE FOUNDATION | 394043 | 25-Sep-2018 | FIELD TRIP | IASA: Title I Basic Grants Low-Income and Neglected, Part A | MONROE ELEMENTARY SCHOOL | \$ 910.00 |
| RAPTOR TECHNOLOGIES, LLC | 393395 | 12-Sep-2018 | SAFETY SUPPLIES | Unrestricted Discretionary Accounts | MONTE VISTA ELEMENTARY SCHOOL | \$ 100.00 |
| RAPTOR TECHNOLOGIES, LLC | 393926 | 21-Sep-2018 | SAFETY SUPPLIES | Emergency Preparedness and Operations | RISK MANAGEMENT | \$ 30,600.00 |
| RAYMOND GEDDES AND COMPANY, INC. | 393494 | 14-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Unrestricted Discretionary Accounts | MUIR FUNDAMENTAL ELEMENTARY SCHOOL | \$ 1,069.02 |
| RC MASONRY | 393414 | 12-Sep-2018 | MASONRY REPAIR DO | Ongoing & Major Maintenance Account | BUILDING SERVICES | \$ 4,900.00 |
| REALLY GOOD STUFF, INC. | 393691 | 18-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | IASA: Title I Basic Grants Low-Income and Neglected, Part A | MUIR FUNDAMENTAL ELEMENTARY SCHOOL | \$ 93.66 |
| RENAISSANCE LEARNING, INC. | 393710 | 19-Sep-2018 | SOFTWARE LICENSE | IASA: Title I Basic Grants Low-Income and Neglected, Part A | GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL | \$ 7,750.00 |

Fund 01

| Supplier: | PO Number: | Date PO Created: | Item Description: | Resource Description : | Site: | Amount: |
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| RENAISSANCE LEARNING, INC. | 393750 | 19-Sep-2018 | SOFTWARE LICENSE | IASA: Title I Basic Grants Low-Income and Neglected, Part A | MONTE VISTA ELEMENTARY SCHOOL | \$ 6,950.00 |
| RHODE ISLAND NOVELTY, INC. | 393850 | 20-Sep-2018 | RECESS SUPPLIES | IASA: Title I Basic Grants Low-Income and Neglected, Part A | ROMERO-CRUZ ELEMENTARY SCHOOL | \$ 154.99 |
| RIVERA SPORTS | 393760 | 19-Sep-2018 | ATHLETIC SUPPLIES | SC-LCFF-Supplemental/Concentration | GODINEZ FUNDAMENTAL HIGH SCHOOL | \$ 5,258.20 |
| RIVERA SPORTS | 393964 | 24-Sep-2018 | ATHLETIC SUPPLIES | SC-LCFF-Supplemental/Concentration | VALLEY HIGH SCHOOL | \$ 942.81 |
| ROCHESTER 100, INC. | 393913 | 21-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | IASA: Title I Basic Grants Low-Income and Neglected, Part A | HEROES ELEMENTARY SCHOOL | \$ 581.85 |
| RUBEN ALVAREZ | 394070 | 25-Sep-2018 | CONSULTANT SERVICES | Dept. SC-LCFF-Supplemental/Concentration | COMMUNICATIONS OFFICE | \$ 2,500.00 |
| S & S WORLDWIDE, INC. | 393975 | 24-Sep-2018 | RECESS SUPPLIES | 30-R2002-663 Before and After School Learning & Safe Neighborhood Partnerships | FREMONT ELEMENTARY SCHOOL | \$ 191.39 |
| S & S WORLDWIDE, INC. | 393982 | 24-Sep-2018 | RECESS SUPPLIES | 30-R2002-663 Before and After School Learning & Safe Neighborhood Partnerships | LATHROP INTERMEDIATE SCHOOL | \$ 474.51 |
| S & S WORLDWIDE, INC. | 393981 | 24-Sep-2018 | RECESS SUPPLIES | 30-R2002-663 Before and After School Learning & Safe Neighborhood Partnerships | MCFADDEN INTERMEDIATE SCHOOL | \$ 1,432.27 |
| S & S WORLDWIDE, INC. | 393989 | 24-Sep-2018 | RECESS SUPPLIES | 30-R2002-663 Before and After School Learning & Safe Neighborhood Partnerships | MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL | \$ 675.39 |
| SALAZAR SURVEYING | 394067 | 25-Sep-2018 | SITE SEYVEYING AND MAPPING | Cell Leases-Facilities | EDWARD B COLE CHARTER SCHOOL | \$ 2,900.00 |
| SAN DIMAS HIGH SCHOOL | 394087 | 25-Sep-2018 | TOURNAMENT FEE | SC-LCFF-Supplemental/Concentration | SANTA ANA HIGH SCHOOL | \$ 200.00 |
| SAN MARCOS HIGH SCHOOL | 393604 | 17-Sep-2018 | TOURNAMENT FEE | SC-LCFF-Supplemental/Concentration | GODINEZ FUNDAMENTAL HIGH SCHOOL | \$ 455.00 |
| SANTA ANA HIGH SCHOOL | 393715 | 19-Sep-2018 | TOURNAMENT FEE | SC-LCFF-Supplemental/Concentration | GODINEZ FUNDAMENTAL HIGH SCHOOL | \$ 250.00 |
| SANTA FE HIGH SCHOOL ASSOCIATED STUDENT BODY | 393714 | 19-Sep-2018 | TOURNAMENT FEE | SC-LCFF-Supplemental/Concentration | GODINEZ FUNDAMENTAL HIGH SCHOOL | \$ 415.00 |
| SANTA MARGARITA FORD | 393888 | 21-Sep-2018 | BUILDING SERVICES VEHICLES | Ongoing & Major Maintenance Account | BUILDING SERVICES | \$ 36,675.77 |

Fund 01

| Supplier: | PO Number: | Date PO Created: | Item Description: | Resource Description : | Site: | Amount: |
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| SANTA MARGARITA FORD | 393891 | 21-Sep-2018 | BUILDING SERVICES VEHICLES | Ongoing & Major Maintenance Account | BUILDING SERVICES | \$ 36,675.77 |
| SANTA MARGARITA FORD | 393894 | 21-Sep-2018 | BUILDING SERVICES VEHICLES | Ongoing & Major Maintenance Account | BUILDING SERVICES | \$ 36,675.77 |
| SCHNEIDER ELECTRIC IT USA, INC. | 393540 | 14-Sep-2018 | FACILITIES MAINTENANCE SUPPLIES | Department Unrestricted Discretionary Accounts | TECHNOLOGY INNOVATION SERVICES | \$ 11,610.00 |
| SCHOLASTIC BOOK CLUBS, INC. | 393862 | 21-Sep-2018 | STUDENT BOOKS | Unrestricted Discretionary Accounts | WASHINGTON ELEMENTARY SCHOOL | \$ 71.12 |
| SCHOLASTIC, INC. | 394035 | 25-Sep-2018 | STUDENT BOOKS | Unrestricted Discretionary Accounts | DAVIS ELEMENTARY SCHOOL | \$ 41.91 |
| SCHOLASTIC, INC. | 393492 | 13-Sep-2018 | STUDENT BOOKS | IASA: Title I Basic Grants Low-Income and Neglected, Part A | JACKSON ELEMENTARY SCHOOL | \$ 140.00 |
| SCHOOL HEALTH CORPORATION | 393501 | 14-Sep-2018 | NURSE SUPPLIES | Unrestricted Discretionary Accounts | MARTIN ELEMENTARY SCHOOL | \$ 85.92 |
| SCHOOL HEALTH CORPORATION | 393840 | 20-Sep-2018 | NURSE SUPPLIES | Unrestricted Discretionary Accounts | SPURGEON INTERMEDIATE SCHOOL | \$ 40.33 |
| SCHOOL LIFE, A DIVISION OF IMAGESTUFF.COM, INC. | 393683 | 18-Sep-2018 | STUDENT INCENTIVES | IASA: Title I Basic Grants Low-Income and Neglected, Part A | HENINGER ELEMENTARY SCHOOL | \$ 1,587.73 |
| SCHOOL LIFE, A DIVISION OF IMAGESTUFF.COM, INC. | 394053 | 25-Sep-2018 | STUDENT INCENTIVES | IASA: Title I Basic Grants Low-Income and Neglected, Part A | HENINGER ELEMENTARY SCHOOL | \$ 242.66 |
| SCHOOL NURSE SUPPLY, INC. | 393634 | 18-Sep-2018 | NURSE SUPPLIES | Unrestricted Discretionary Accounts | CARVER ELEMENTARY SCHOOL | \$ 58.34 |
| SCHOOL OUTFITTERS, LLC | 393762 | 19-Sep-2018 | CLASSROOM FURNITURE | Department Unrestricted Discretionary Accounts | DISTRICT-WIDE | \$ 1,039.57 |
| SCHOOL OUTFITTERS, LLC | 394090 | 25-Sep-2018 | CLASSROOM FURNITURE | Unrestricted Discretionary Accounts | WILLARD INTERMEDIATE SCHOOL | \$ 447.70 |
| SCHOOL SAVERS CORPORATION | 393968 | 24-Sep-2018 | CLASSROOM FURNITURE | Unrestricted Discretionary Accounts | VALLEY HIGH SCHOOL | \$ 8,977.30 |
| SCHOOL SPECIALTY/CLASSROOM DIRECT | 393972 | 24-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | CENTURY HIGH SCHOOL | \$ 746.82 |
| SCHOOL SPECIALTY/CLASSROOM DIRECT | 393442 | 13-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | IASA: Title I Basic Grants Low-Income and Neglected, Part A | MUIR FUNDAMENTAL ELEMENTARY SCHOOL | \$ 17.75 |
| SCHOOL SPECIALTY/CLASSROOM DIRECT | 393915 | 21-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | IASA: Title I Basic Grants Low-Income and Neglected, Part A | MUIR FUNDAMENTAL ELEMENTARY SCHOOL | \$ 40.12 |
| SCHOOL SPECIALTY/CLASSROOM DIRECT | 393996 | 24-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | IASA: Title I Basic Grants Low-Income and Neglected, Part A | MUIR FUNDAMENTAL ELEMENTARY SCHOOL | \$ 40.12 |

Fund 01

| Supplier: | PO Number: | Date PO Created: | Item Description: | Resource Description : | Site: | Amount: |
|--|------------|------------------|-------------------------------|---|--|---------------|
| SCHOOL SPECIALTY/CLASSROOM DIRECT | 393608 | 17-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | IASA: Title I Basic Grants Low-Income and Neglected, Part A | SADDLEBACK HIGH SCHOOL | \$ 578.42 |
| SEGERSTROM HIGH SCHOOL | 393464 | 13-Sep-2018 | TOURNAMENT FEE | Unrestricted Discretionary Accounts | CENTURY HIGH SCHOOL | \$ 118.56 |
| SEGERSTROM HIGH SCHOOL ASB | 393607 | 17-Sep-2018 | FEE PAYMENT | Unrestricted Discretionary Accounts | LORIN GRISET ACADEMY | \$ 18.24 |
| SELMAN CHEVROLET COMPANY | 393550 | 14-Sep-2018 | BUILDING SERVICES VEHICLES | Ongoing & Major Maintenance Account | BUILDING SERVICES | \$ 42,240.11 |
| SELMAN CHEVROLET COMPANY | 393748 | 19-Sep-2018 | BUILDING SERVICES VEHICLES | Ongoing & Major Maintenance Account | BUILDING SERVICES | \$ 42,240.11 |
| SENECA FAMILY OF AGENCIES | 393703 | 19-Sep-2018 | NON-PUBLIC SCHOOL | Special Ed: Mental Health Services | SPECIAL EDUCATION | \$ 460,000.00 |
| SIERRA SCHOOL EQUIPMENT COMPANY | 393932 | 21-Sep-2018 | CLASSROOM FURNITURE | 21st Century ASSETS (roll-up 4124) | GODINEZ FUNDAMENTAL HIGH SCHOOL | \$ 8,819.35 |
| SIERRA SCHOOL EQUIPMENT COMPANY | 393517 | 14-Sep-2018 | CLASSROOM FURNITURE | Department Unrestricted Discretionary Accounts | K-12 TEACHING AND LEARNING | \$ 1,482.64 |
| SPARKLETTS | 393971 | 24-Sep-2018 | WATER SERVICE | Unrestricted Discretionary Accounts | REACH ACADEMY | \$ 500.00 |
| SPEECH AND LANGUAGE DEVELOPMENT CENTER | 393706 | 19-Sep-2018 | NON-PUBLIC SCHOOL | Special Education | SPECIAL EDUCATION | \$ 58,000.00 |
| SPORTS FACILITIES GROUP, INC. | 393787 | 19-Sep-2018 | ATHLETIC SUPPLIES | SC-LCFF-Supplemental/Concentration | CENTURY HIGH SCHOOL | \$ 28,135.00 |
| SPORTS PAGE SOCCER WAREHOUSE | 393621 | 18-Sep-2018 | ATHLETIC SUPPLIES | SC-LCFF-Supplemental/Concentration | SADDLEBACK HIGH SCHOOL | \$ 5,232.34 |
| STAPLES BUSINESS ADVANTAGE | 393872 | 21-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL | \$ 268.45 |
| STAPLES BUSINESS ADVANTAGE | 393643 | 18-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | JEFFERSON ELEMENTARY SCHOOL | \$ 45.21 |
| STAPLES BUSINESS ADVANTAGE | 393596 | 17-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | LORIN GRISET ACADEMY | \$ 301.66 |
| STAPLES BUSINESS ADVANTAGE | 393591 | 17-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | ROMERO-CRUZ ELEMENTARY SCHOOL | \$ 195.99 |
| STAPLES BUSINESS ADVANTAGE | 393619 | 18-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | ROMERO-CRUZ ELEMENTARY SCHOOL | \$ 89.61 |
| STAPLES BUSINESS ADVANTAGE | 393870 | 21-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | TAFT ELEMENTARY SCHOOL | \$ 43.09 |

Fund 01

| Supplier: | PO Number: | Date PO Created: | Item Description: | Resource Description : | Site: | Amount: |
|---|------------|------------------|----------------------------------|--|------------------------------------|-------------|
| STAPLES BUSINESS ADVANTAGE | 393658 | 18-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | WASHINGTON ELEMENTARY SCHOOL | \$ 96.32 |
| STAPLES BUSINESS ADVANTAGE | 393869 | 21-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Unrestricted Discretionary Accounts | WASHINGTON ELEMENTARY SCHOOL | \$ 37.46 |
| SUE LINN | 393611 | 17-Sep-2018 | REIMBURSEMENT | Title II-Part A Improving Teacher Quality | NONPUBLIC SCHOOLS | \$ 1,231.50 |
| SUPER DUPER PUBLICATIONS | 393781 | 19-Sep-2018 | CLASSROOM BOOKS | Medi-Cal Billing Option | SPEECH & LANGUAGE | \$ 263.44 |
| SUPER DUPER PUBLICATIONS | 393782 | 19-Sep-2018 | CLASSROOM BOOKS | Medi-Cal Billing Option | SPEECH & LANGUAGE | \$ 520.69 |
| TANAKA FARMS | 393788 | 19-Sep-2018 | FIELD TRIP | Head Start | CHILD DEVELOPMENT | \$ 718.00 |
| TANAKA FARMS | 394034 | 25-Sep-2018 | FIELD TRIP | IASA: Title I Basic Grants Low-Income and Neglected, Part A | HENINGER ELEMENTARY SCHOOL | \$ 1,848.00 |
| TANAKA FARMS | 394057 | 25-Sep-2018 | FIELD TRIP | IASA: Title I Basic Grants Low-Income and Neglected, Part A | MARTIN ELEMENTARY SCHOOL | \$ 2,254.00 |
| TEACHER SYNERGY, LLC dba TEACHERSPAYTEACHERS | 393815 | 20-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Special Education | CENTURY HIGH SCHOOL | \$ 110.96 |
| TEACHER SYNERGY, LLC dba TEACHERSPAYTEACHERS | 393527 | 14-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | IASA: Title I Basic Grants Low-Income and Neglected, Part A | MUIR FUNDAMENTAL ELEMENTARY SCHOOL | \$ 1,838.64 |
| TED MORENO dba JESUSMYROCK.COM | 393393 | 12-Sep-2018 | SCREEN PRINTING | Unrestricted Discretionary Accounts | SPURGEON INTERMEDIATE SCHOOL | \$ 2,871.76 |
| TELESTREAM HOLDINGS CORPORATION dba TELESTREAM, LLC | 393512 | 14-Sep-2018 | LICENSE FEE | Dept. SC-LCFF-Supplemental/Concentration | INTSTRUCTIONAL TELEVISION SERVICE | \$ 2,338.38 |
| TEXTBOOK WAREHOUSE, LLC | 393838 | 20-Sep-2018 | TEXTBOOKS | SC-LCFF-Supplemental/Concentration | SADDLEBACK HIGH SCHOOL | \$ 608.78 |
| TEXTBOOK WAREHOUSE, LLC | 393529 | 14-Sep-2018 | TEXTBOOKS | Lottery: Instructional Materials | STATE TEXTBOOKS | \$ 1,456.71 |
| THE ACME NETWORK | 393456 | 13-Sep-2018 | SUMMER PROGRAM ADMIN SERVICES | Unrestricted - Regional Occupational Center Program (ROC/P 6350) | REGIONAL OCCUPATIONAL PROGRAM | \$ 7,950.00 |
| THE ACME NETWORK | 393860 | 20-Sep-2018 | SUMMER PROGRAM ADMIN SERVICES | Unrestricted - Regional Occupational Center Program (ROC/P 6350) | REGIONAL OCCUPATIONAL PROGRAM | \$ 7,950.00 |
| THE GLUV ATHLETIQUE, INC. | 393764 | 19-Sep-2018 | ATHLETIC SUPPLIES | SC-LCFF-Supplemental/Concentration | GODINEZ FUNDAMENTAL HIGH SCHOOL | \$ 4,752.00 |
| THE LIBRARY STORE, INC. | 394023 | 25-Sep-2018 | CLASSROOM FURNITURE | Unrestricted Discretionary Accounts | ADAMS ELEMENTARY SCHOOL | \$ 152.40 |

Fund 01

| Supplier: | PO Number: | Date PO Created: | Item Description: | Resource Description : | Site: | Amount: |
|-----------------------------------|------------|------------------|----------------------------------|--|--|--------------|
| THE PRENTICE SCHOOL | 393425 | 12-Sep-2018 | NON-PUBLIC SCHOOL | Special Education | SPECIAL EDUCATION | \$ 45,000.00 |
| THEATREWORKS/USA BOX OFFICE | 394049 | 25-Sep-2018 | VAPA SUPPLIES | IASA: Title I Basic Grants Low-Income and Neglected, Part A | MUIR FUNDAMENTAL ELEMENTARY SCHOOL | \$ 1,759.02 |
| THERAPY SHOPPE, INC. | 393768 | 19-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Special Education | SPECIAL EDUCATION | \$ 155.18 |
| THINKMAP, INC. dba VOCABULARY.COM | 393944 | 21-Sep-2018 | SOFTWARE LICENSE | IASA: Title I Basic Grants Low-Income and Neglected, Part A | SPURGEON INTERMEDIATE SCHOOL | \$ 3,300.00 |
| THOMPSON ENGINEERING | 393412 | 12-Sep-2018 | FACILITIES MAINTENANCE SUPPLIES | Ongoing & Major Maintenance Account | BUILDING SERVICES | \$ 899.06 |
| UNIFORMS EXPRESS INT'L, INC. | 393752 | 19-Sep-2018 | ATHLETIC SUPPLIES | SC-LCFF-Supplemental/Concentration | SEGERSTROM HIGH SCHOOL | \$ 1,119.25 |
| UNIVERSITY OF MARYLAND BALTIMORE | 393736 | 19-Sep-2018 | CONFERENCE FEE | Special Education | SPECIAL EDUCATION | \$ 545.00 |
| US BANK | 394009 | 24-Sep-2018 | CAL CARD BILLING PO | Department Unrestricted Discretionary Accounts | TECHNOLOGY INNOVATION SERVICES | \$ 150.00 |
| US BANK | 394077 | 25-Sep-2018 | CAL CARD BILLING PO | Lighthouse Academy Project - Governor's CTE Initiative: CA Partnership Academies | VALLEY HIGH SCHOOL | \$ 454.72 |
| USAD ACADEMIC PENTATHLON | 393478 | 13-Sep-2018 | PARTICIPATION FEE | IASA: Title I Basic Grants Low-Income and Neglected, Part A | MAC ARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL | \$ 315.00 |
| VALLEY HIGH SCHOOL CROSS COUNTRY | 393471 | 13-Sep-2018 | TOURNAMENT FEE | SC-LCFF-Supplemental/Concentration | SANTA ANA HIGH SCHOOL | \$ 175.00 |
| VISION MARKING DEVICES | 393845 | 20-Sep-2018 | OFFICE SUPPLIES | Unrestricted Discretionary Accounts | CENTURY HIGH SCHOOL | \$ 50.42 |
| VISION MARKING DEVICES | 393897 | 21-Sep-2018 | OFFICE SUPPLIES | Department Unrestricted Discretionary Accounts | PURCHASING DEPARTMENT | \$ 374.97 |
| VOYAGER SOPRIS LEARNING, INC. | 393830 | 20-Sep-2018 | TEXTBOOKS | IASA: Title I Basic Grants Low-Income and Neglected, Part A | CARR INTERMEDIATE SCHOOL | \$ 992.06 |
| WALLACE ELECTRIC | 393844 | 20-Sep-2018 | ELECTRICAL INSTALLATION SERVICES | CTE Incentive Grant | REGIONAL OCCUPATIONAL PROGRAM | \$ 1,350.00 |
| WALLACE ELECTRIC | 393856 | 20-Sep-2018 | ELECTRICAL INSTALLATION SERVICES | CTE Incentive Grant Program | REGIONAL OCCUPATIONAL PROGRAM | \$ 2,795.00 |

Fund 01

| Supplier: | PO Number: | Date PO Created: | Item Description: | Resource Description : | Site: | Amount: |
|--|------------|------------------|----------------------------|---|-----------------------------------|--------------|
| WASHBAUGH ENTITY A, LLC dba CLASSROOM ESSENTIALS ONLINE, ADVANTAGE CHURCH CHAIRS, CTC EVENT FURNITURE, ADVANTAGE SCHOOL CHAIRS | 393904 | 21-Sep-2018 | CLASSROOM FURNITURE | Unrestricted Discretionary Accounts | SEGERSTROM HIGH SCHOOL | \$ 1,399.90 |
| WES CARTY dba CARTY WEB STRATEGIES, INC. dba HOME CAMPUS | 393757 | 19-Sep-2018 | PROGRAM FEES | SC-LCFF-Supplemental/Concentration | SADDLEBACK HIGH SCHOOL | \$ 1,195.00 |
| WEST COAST FIRE & INTEGRATION, INC. | 393911 | 21-Sep-2018 | FIRE ALARM SERVICE | Ongoing & Major Maintenance Account | BUILDING SERVICES | \$ 570.00 |
| WEST COAST LANYARDS, INC. | 393751 | 19-Sep-2018 | STUDENT INCENTIVES | IASA: Title I Basic Grants Low-Income and Neglected, Part A | SADDLEBACK HIGH SCHOOL | \$ 118.02 |
| WESTERN HIGH SCHOOL | 393605 | 17-Sep-2018 | TOURNAMENT FEE | SC-LCFF-Supplemental/Concentration | GODINEZ FUNDAMENTAL HIGH SCHOOL | \$ 225.00 |
| WESTERN YOUTH SERVICES | 393571 | 17-Sep-2018 | CONSULTANT SERVICES | IASA: Title I Basic Grants Low-Income and Neglected, Part A | HENINGER ELEMENTARY SCHOOL | \$ 1,875.00 |
| WESTERN YOUTH SERVICES | 393571 | 17-Sep-2018 | CONSULTANT SERVICES | IASA: Title I Basic Grants Low-Income and Neglected, Part A | JACKSON ELEMENTARY SCHOOL | \$ 10,312.50 |
| WESTMINSTER HIGH SCHOOL | 393469 | 13-Sep-2018 | TOURNAMENT FEE | SC-LCFF-Supplemental/Concentration | SANTA ANA HIGH SCHOOL | \$ 350.00 |
| WESTMINSTER HIGH SCHOOL | 393720 | 19-Sep-2018 | TOURNAMENT FEE | SC-LCFF-Supplemental/Concentration | SEGERSTROM HIGH SCHOOL | \$ 1,000.00 |
| WEX BANK dba WRIGHT EXPRESS FSC | 393536 | 14-Sep-2018 | DISTRICT FUEL CARD PAYMENT | Ongoing & Major Maintenance Account | BUILDING SERVICES | \$ 18,987.32 |
| WEX BANK dba WRIGHT EXPRESS FSC | 393536 | 14-Sep-2018 | DISTRICT FUEL CARD PAYMENT | SC-LCFF-Supplemental/Concentration | CENTURY HIGH SCHOOL | \$ 190.01 |
| WEX BANK dba WRIGHT EXPRESS FSC | 393536 | 14-Sep-2018 | DISTRICT FUEL CARD PAYMENT | Facilities and Government Relations Unrestricted Discretionary Accounts | FACILITIES/GOVERNMENTAL RELATIONS | \$ 190.09 |
| WEX BANK dba WRIGHT EXPRESS FSC | 393536 | 14-Sep-2018 | DISTRICT FUEL CARD PAYMENT | SC-LCFF-Supplemental/Concentration | GODINEZ FUNDAMENTAL HIGH SCHOOL | \$ 210.34 |
| WEX BANK dba WRIGHT EXPRESS FSC | 393536 | 14-Sep-2018 | DISTRICT FUEL CARD PAYMENT | Department Unrestricted Discretionary Accounts | PURCHASING DEPARTMENT | \$ 117.70 |
| WEX BANK dba WRIGHT EXPRESS FSC | 393536 | 14-Sep-2018 | DISTRICT FUEL CARD PAYMENT | Unrestricted - Regional Occupational Center Program (ROC/P 6350) | REGIONAL OCCUPATIONAL PROGRAM | \$ 135.94 |
| WEX BANK dba WRIGHT EXPRESS FSC | 393536 | 14-Sep-2018 | DISTRICT FUEL CARD PAYMENT | SC-LCFF-Supplemental/Concentration | SADDLEBACK HIGH SCHOOL | \$ 60.00 |

Fund 01

| Supplier: | PO Number: | Date PO Created: | Item Description: | Resource Description : | Site: | Amount: |
|--|------------|------------------|-------------------------------|---|-----------------------------------|------------------------|
| WEX BANK dba WRIGHT EXPRESS FSC | 393536 | 14-Sep-2018 | DISTRICT FUEL CARD PAYMENT | SC-LCFF-Supplemental/Concentration | SANTA ANA HIGH SCHOOL | \$ 197.44 |
| WEX BANK dba WRIGHT EXPRESS FSC | 393536 | 14-Sep-2018 | DISTRICT FUEL CARD PAYMENT | Dept. SC-LCFF-Supplemental/Concentration | SCHOOL POLICE SERVICES | \$ 4,732.86 |
| WEX BANK dba WRIGHT EXPRESS FSC | 393536 | 14-Sep-2018 | DISTRICT FUEL CARD PAYMENT | SC-LCFF-Supplemental/Concentration | SEGERSTROM HIGH SCHOOL | \$ 665.47 |
| WEX BANK dba WRIGHT EXPRESS FSC | 393536 | 14-Sep-2018 | DISTRICT FUEL CARD PAYMENT | Department Unrestricted Discretionary Accounts | TECHNOLOGY INNOVATION SERVICES | \$ 180.18 |
| WEX BANK dba WRIGHT EXPRESS FSC | 393536 | 14-Sep-2018 | DISTRICT FUEL CARD PAYMENT | Department Unrestricted Discretionary Accounts | TRANSPORTATION DEPARTMENT | \$ 436.20 |
| WEX BANK dba WRIGHT EXPRESS FSC | 393536 | 14-Sep-2018 | DISTRICT FUEL CARD PAYMENT | SC-LCFF-Supplemental/Concentration | VALLEY HIGH SCHOOL | \$ 487.71 |
| WEX BANK dba WRIGHT EXPRESS FSC | 393536 | 14-Sep-2018 | DISTRICT FUEL CARD PAYMENT | Department Unrestricted Discretionary Accounts | WAREHOUSE AND DELIVERY | \$ 2,133.41 |
| WILLIAM V. MACGILL & CO. dba MACGILL & CO. | 393398 | 12-Sep-2018 | NURSE SUPPLIES | Unrestricted Discretionary Accounts | ADAMS ELEMENTARY SCHOOL | \$ 18.70 |
| WOODBRIIDGE HIGH SCHOOL | 393974 | 24-Sep-2018 | TOURNAMENT FEE | SC-LCFF-Supplemental/Concentration | SEGERSTROM HIGH SCHOOL | \$ 650.00 |
| WT COX SUBSCRIPTIONS, INC. | 394082 | 25-Sep-2018 | STUDENT BOOKS | Unrestricted Discretionary Accounts | KING ELEMENTARY SCHOOL | \$ 217.54 |
| XYZ PRINTING, INC. | 393524 | 14-Sep-2018 | SCREEN PRINTING | IASA: Title I Basic Grants Low-Income and Neglected, Part A | SPURGEON INTERMEDIATE SCHOOL | \$ 1,527.88 |
| ZAZ ENTERPRISE, INC. dba ROSA MUSICAL INSTRUMENT | 394012 | 25-Sep-2018 | VAPA SUPPLIES | Dept. SC-LCFF-Supplemental/Concentration | VISUAL & PERFORMING ARTS | \$ 11,712.43 |
| ZILPRINT PUBLISHING | 393841 | 20-Sep-2018 | STUDENT ASSESSMENT MATERIALS | Special Education | PSYCHOLOGICAL SERVICES/APE | \$ 1,567.77 |
| ZUMA OFFICE SUPPLY | 393421 | 12-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Special Education | MITCHELL CHILD DEVELOPMENT CENTER | \$ 68.72 |
| ZUMA OFFICE SUPPLY | 393426 | 12-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Special Education | MITCHELL CHILD DEVELOPMENT CENTER | \$ 801.37 |
| ZUMA OFFICE SUPPLY | 393506 | 14-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Special Education | MITCHELL CHILD DEVELOPMENT CENTER | \$ 219.73 |
| Grand Total: | | | | | | \$ 4,273,306.65 |

Fund 09

| Supplier: | PO Number: | Date PO Created: | Item Description: | Resource Description : | Site: | Amount: |
|--------------------------------|------------|------------------|----------------------------------|---|---------------------------|---------------------|
| DISCOVERY EDUCATION, INC. | 393893 | 21-Sep-2018 | CONSULTANT SERVICES | Fund 09 Discretionary Accounts | ADVANCED LEARNING ACADEMY | \$ 5,000.00 |
| IXL LEARNING, INC. | 393654 | 18-Sep-2018 | SOFTWARE LICENSE | Fund 09 Title I | ADVANCED LEARNING ACADEMY | \$ 2,700.00 |
| OFFICE DEPOT | 394044 | 25-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Fund 09 Before and After School Learning & Safe Neighborhood Partnerships | ADVANCED LEARNING ACADEMY | \$ 15.11 |
| OFFICE DEPOT | 394048 | 25-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Fund 09 Discretionary Accounts | ADVANCED LEARNING ACADEMY | \$ 117.45 |
| ORIENTAL TRADING COMPANY, INC. | 394033 | 25-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Fund 09 Before and After School Learning & Safe Neighborhood Partnerships | ADVANCED LEARNING ACADEMY | \$ 152.56 |
| RENAISSANCE LEARNING, INC. | 394029 | 25-Sep-2018 | SOFTWARE LICENSE | Fund 09 Title I | ADVANCED LEARNING ACADEMY | \$ 3,400.00 |
| S & S WORLDWIDE, INC. | 393977 | 24-Sep-2018 | RECESS SUPPLIES | Fund 09 Before and After School Learning & Safe Neighborhood Partnerships | ADVANCED LEARNING ACADEMY | \$ 92.86 |
| Grand Total: | | | | | | \$ 11,477.98 |

Fund 12

| Supplier: | PO Number: | Date PO Created: | Item Description: | Resource Description : | Site: | Amount: |
|-------------------------------|------------|------------------|----------------------------------|---|---------------------------|-----------|
| AMAZON CAPITAL SERVICES, INC. | 393825 | 20-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Child Development: CA State Preschool Program | EARLY CHILDHOOD EDUCATION | \$ 64.64 |
| AMAZON CAPITAL SERVICES, INC. | 393831 | 20-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Child Development: CA State Preschool Program | HEROES ELEMENTARY SCHOOL | \$ 18.48 |
| APPLE, INC. | 394055 | 25-Sep-2018 | COMPUTERS AND TABLETS | Child Development: CA State Preschool Program | EARLY CHILDHOOD EDUCATION | \$ 527.98 |
| DESIGNING IMAGES GROUP | 393627 | 18-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Child Development: CA State Preschool Program | EARLY CHILDHOOD EDUCATION | \$ 250.00 |
| LAKESHORE LEARNING MATERIALS | 393409 | 12-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Child Development: CA State Preschool Program | EARLY CHILDHOOD EDUCATION | \$ 742.06 |
| LAKESHORE LEARNING MATERIALS | 393739 | 19-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Child Development: CA State Preschool Program | EARLY CHILDHOOD EDUCATION | \$ 193.47 |
| LAKESHORE LEARNING MATERIALS | 393865 | 21-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Child Development: CA State Preschool Program | EARLY CHILDHOOD EDUCATION | \$ 890.43 |

Fund 12

| Supplier: | PO Number: | Date PO Created: | Item Description: | Resource Description : | Site: | Amount: |
|------------------------------|------------|------------------|----------------------------------|--|------------------------------|-------------|
| LAKESHORE LEARNING MATERIALS | 393866 | 21-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Child Development: CA State Preschool Program | EARLY CHILDHOOD EDUCATION | \$ 388.98 |
| LAKESHORE LEARNING MATERIALS | 393923 | 21-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Child Development: CA State Preschool Program | EARLY CHILDHOOD EDUCATION | \$ 3,827.94 |
| LAKESHORE LEARNING MATERIALS | 393405 | 12-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Child Development: CA State Preschool Program | ESQUEDA ELEMENTARY SCHOOL | \$ 518.85 |
| LAKESHORE LEARNING MATERIALS | 393801 | 19-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Child Development: CA State Preschool Program | FREMONT ELEMENTARY SCHOOL | \$ 763.89 |
| LAKESHORE LEARNING MATERIALS | 393408 | 12-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Child Development: CA State Preschool Program | GARFIELD ELEMENTARY SCHOOL | \$ 61.20 |
| LAKESHORE LEARNING MATERIALS | 394045 | 25-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Child Development: CA State Preschool Program | GARFIELD ELEMENTARY SCHOOL | \$ 985.89 |
| LAKESHORE LEARNING MATERIALS | 393410 | 12-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Child Development: CA State Preschool Program | HEROES ELEMENTARY SCHOOL | \$ 67.32 |
| LAKESHORE LEARNING MATERIALS | 393479 | 13-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Child Development: CA State Preschool Program | KING ELEMENTARY SCHOOL | \$ 813.97 |
| LAKESHORE LEARNING MATERIALS | 393543 | 14-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Child Development: CA State Preschool Program | LINCOLN ELEMENTARY SCHOOL | \$ 364.30 |
| LAKESHORE LEARNING MATERIALS | 393419 | 12-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Child Development: CA State Preschool Program | MADISON ELEMENTARY SCHOOL | \$ 314.50 |
| LAKESHORE LEARNING MATERIALS | 393902 | 21-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Child Development: CA State Preschool Program | MONROE ELEMENTARY SCHOOL | \$ 91.04 |
| LAKESHORE LEARNING MATERIALS | 394007 | 24-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Child Development: CA State Preschool Program | PIO-PICO ELEMENTARY SCHOOL | \$ 776.95 |
| LAKESHORE LEARNING MATERIALS | 393406 | 12-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Child Development: CA State Preschool Program | ROOSEVELT ELEMENTARY SCHOOL | \$ 165.76 |
| LAKESHORE LEARNING MATERIALS | 394036 | 25-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Child Development: CA State Preschool Program | WASHINGTON ELEMENTARY SCHOOL | \$ 310.03 |
| LAKESHORE LEARNING MATERIALS | 393744 | 19-Sep-2018 | CLASSROOM INSTRUCTIONAL SUPPLIES | Child Development: CA State Preschool Program | WILSON ELEMENTARY SCHOOL | \$ 561.41 |
| OFFICE DEPOT | 393676 | 18-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Child Development: CA State Preschool Program | EARLY CHILDHOOD EDUCATION | \$ 242.96 |
| OFFICE DEPOT | 393746 | 19-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Child Development: CA State Preschool Program QRIS Block Grant RFA | EARLY CHILDHOOD EDUCATION | \$ 401.90 |

Fund 12

| Supplier: | PO Number: | Date PO Created: | Item Description: | Resource Description : | Site: | Amount: |
|---|------------|------------------|-------------------------------|---|-----------------------------|---------------------|
| OFFICE DEPOT | 393747 | 19-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Child Development: CA State Preschool Program | FREMONT ELEMENTARY SCHOOL | \$ 212.08 |
| OFFICE DEPOT | 393984 | 24-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Child Development: CA State Preschool Program | MONROE ELEMENTARY SCHOOL | \$ 150.16 |
| OFFICE DEPOT | 393675 | 18-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Child Development: CA State Preschool Program | WILSON ELEMENTARY SCHOOL | \$ 211.52 |
| OFFICE SOLUTIONS BUSINESS PRODUCTS & SERVICES | 393660 | 18-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Child Development: CA State Preschool Program | EARLY CHILDHOOD EDUCATION | \$ 447.04 |
| WALMART.COM | 393564 | 17-Sep-2018 | CLASSROOM AND OFFICE SUPPLIES | Child Development: CA State Preschool Program | ROOSEVELT ELEMENTARY SCHOOL | \$ 95.88 |
| Grand Total: | | | | | | \$ 16,227.14 |

Fund 13

| Supplier: | PO Number: | Date PO Created: | Item Description: | Resource Description : | Site: | Amount: |
|-------------------------------------|------------|------------------|---------------------------------|----------------------------------|--------------------|-------------|
| AMAZON CAPITAL SERVICES, INC. | 393559 | 17-Sep-2018 | OFFICE SUPPLES | Child Nutrition: School Programs | NUTRITION SERVICES | \$ 451.50 |
| AMAZON CAPITAL SERVICES, INC. | 394003 | 24-Sep-2018 | OFFICE SUPPLES | Child Nutrition: School Programs | NUTRITION SERVICES | \$ 271.96 |
| CDW GOVERNMENT, INC. | 393937 | 21-Sep-2018 | COMPUTER ACCESSORIES | Child Nutrition: School Programs | NUTRITION SERVICES | \$ 123.54 |
| CHEFS' TOYS | 393578 | 17-Sep-2018 | FOOD SERVICE EQUIPMENT | Child Nutrition: School Programs | NUTRITION SERVICES | \$ 579.09 |
| F & M PACKAGING MACHINERY CO., INC. | 393636 | 18-Sep-2018 | FOOD SERVICES SUPPLIES | Child Nutrition: School Programs | NUTRITION SERVICES | \$ 1,470.24 |
| GORM, INC. | 393903 | 21-Sep-2018 | CLEANING SUPPLIES | Child Nutrition: School Programs | NUTRITION SERVICES | \$ 184.55 |
| INDUSTRIAL ELECTRIC SERVICE | 393560 | 17-Sep-2018 | EQUIPMENT REPAIR | Child Nutrition: School Programs | NUTRITION SERVICES | \$ 1,588.00 |
| IRVINE PIPE AND SUPPLY | 393769 | 19-Sep-2018 | FACILITIES MAINTENANCE SUPPLIES | Child Nutrition: School Programs | NUTRITION SERVICES | \$ 3,267.60 |
| OFFICE DEPOT | 393871 | 21-Sep-2018 | OFFICE SUPPLES | Child Nutrition: School Programs | NUTRITION SERVICES | \$ 1,358.24 |
| OFFICE DEPOT | 393953 | 24-Sep-2018 | OFFICE SUPPLES | Child Nutrition: School Programs | NUTRITION SERVICES | \$ 74.96 |
| RUHNAU CLARKE ARCHITECTS | 393583 | 17-Sep-2018 | ARCHITECTURAL SERVICES | Child Nutrition: School Programs | NUTRITION SERVICES | \$ 7,100.00 |

Fund 13

| Supplier: | PO Number: | Date PO Created: | Item Description: | Resource Description : | Site: | Amount: |
|---------------------------------|------------|------------------|---------------------------------|----------------------------------|--------------------|---------------------|
| SCHOOL NUTRITION ASSOCIATION | 394028 | 25-Sep-2018 | STUDENT INCENTIVES | Child Nutrition: School Programs | NUTRITION SERVICES | \$ 675.00 |
| ULINE SHIPPING SUPPLIES | 393577 | 17-Sep-2018 | FACILITIES MAINTENANCE SUPPLIES | Child Nutrition: School Programs | NUTRITION SERVICES | \$ 669.33 |
| US BANK | 394009 | 24-Sep-2018 | CAL CARD BILLING PO | Child Nutrition: School Programs | NUTRITION SERVICES | \$ 3,214.14 |
| WAXIE SANITARY SUPPLY | 393945 | 21-Sep-2018 | FACILITIES MAINTENANCE SUPPLIES | Child Nutrition: School Programs | NUTRITION SERVICES | \$ 1,200.38 |
| WEX BANK dba WRIGHT EXPRESS FSC | 393536 | 14-Sep-2018 | DISTRICT FUEL CARD PAYMENT | Child Nutrition: School Programs | NUTRITION SERVICES | \$ 5,409.39 |
| Grand Total: | | | | | | \$ 27,638.12 |

Fund 14

| Supplier: | PO Number: | Date PO Created: | Item Description: | Resource Description : | Site: | Amount: |
|--|------------|------------------|---------------------------------|-----------------------------------|---------------------------|----------------------|
| BEN'S ASPHALT, INC. | 394064 | 25-Sep-2018 | PARKING LOT STRIPING WASHINGTON | Fund 14 Deferred Maintenance Fund | BUILDING SERVICES | \$ 925.00 |
| CRISP ENTERPRISES dba C2 IMAGING | 393887 | 21-Sep-2018 | PLAN ROOM FEES | Fund 14 Deferred Maintenance Fund | BUILDING SERVICES | \$ 254.72 |
| EASY TURF, INC. | 393525 | 14-Sep-2018 | INSTALLATION OF ARTIFICIAL TURF | Fund 14 Artificial Turf | ADVANCED LEARNING ACADEMY | \$ 288,522.70 |
| GOLD COAST FENCE, INC. | 393685 | 18-Sep-2018 | FENCE REPAIR ROOSEVELT | Fund 14 Deferred Maintenance Fund | BUILDING SERVICES | \$ 3,957.44 |
| GOLD COAST FENCE, INC. | 393920 | 21-Sep-2018 | FENCE REPAIR DIAMOND | Fund 14 Deferred Maintenance Fund | BUILDING SERVICES | \$ 12,903.30 |
| INTERIOR MANAGEMENT, INC. | 393928 | 21-Sep-2018 | FLOORING REPLACEMENT VALLEY | Fund 14 Deferred Maintenance Fund | BUILDING SERVICES | \$ 17,912.36 |
| PROFESSIONAL PLUMBING & DRAIN CLEANING, INC. | 394062 | 25-Sep-2018 | DRAIN SERVICE | Fund 14 Deferred Maintenance Fund | BUILDING SERVICES | \$ 375.00 |
| Grand Total: | | | | | | \$ 324,850.52 |

Fund 25

| Supplier: | PO Number: | Date PO Created: | Item Description: | Resource Description : | Site: | Amount: |
|----------------------------------|------------|------------------|----------------------------------|--------------------------------------|---------------------------|-------------|
| ALL AMERICAN INSPECTION, INC. | 393557 | 14-Sep-2018 | CONSTRUCTION INSPECTION SERVICES | Fund 25 Walker/Roosevelt Jt Use | WALKER ELEMENTARY SCHOOL | \$ 1,000.00 |
| CRISP ENTERPRISES dba C2 IMAGING | 393689 | 18-Sep-2018 | PLAN ROOM FEES | Fund 25 City Santa Ana Redevelopment | ADVANCED LEARNING ACADEMY | \$ 128.79 |

Fund 25

| Supplier: | PO Number: | Date PO Created: | Item Description: | Resource Description : | Site: | Amount: |
|------------------------------------|------------|------------------|-------------------|--------------------------------------|------------------------------|--------------------|
| CRISP ENTERPRISES dba C2 IMAGING | 393686 | 18-Sep-2018 | PLAN ROOM FEES | Fund 25 City Santa Ana Redevelopment | SPURGEON INTERMEDIATE SCHOOL | \$ 459.50 |
| STATE WATER RESOURCE CONTROL BOARD | 394065 | 25-Sep-2018 | FEE PAYMENT | Fund 25 Valley P2P | VALLEY HIGH SCHOOL | \$ 442.00 |
| Grand Total: | | | | | | \$ 2,030.29 |

Fund 35

| Supplier: | PO Number: | Date PO Created: | Item Description: | Resource Description : | Site: | Amount: |
|--|------------|------------------|------------------------|--|------------------------------------|----------------------|
| CALIFORNIA GEOLOGICAL SURVEY | 393688 | 18-Sep-2018 | FEE PAYMENT | Fund 35 OPSC School Facilities Bond Projects | MUIR FUNDAMENTAL ELEMENTARY SCHOOL | \$ 3,600.00 |
| DEPARTMENT OF GENERAL SERVICES | 393569 | 17-Sep-2018 | FEE PAYMENT | Fund 35 OPSC School Facilities Bond Projects | MUIR FUNDAMENTAL ELEMENTARY SCHOOL | \$ 162,750.00 |
| DLR GROUP, INC. dba DLR GROUP - WESTLAKE REED LESKOSKY | 393593 | 17-Sep-2018 | ARCHITECTURAL SERVICES | Fund 35 OPSC School Facilities Bond Projects | MUIR FUNDAMENTAL ELEMENTARY SCHOOL | \$ 417,658.53 |
| Grand Total: | | | | | | \$ 584,008.53 |

Fund 40

| Supplier: | PO Number: | Date PO Created: | Item Description: | Resource Description : | Site: | Amount: |
|------------------------------------|------------|------------------|-----------------------------|--|-----------------------------------|----------------------|
| ASSOCIATED SOILS ENGINEERING, INC. | 393580 | 17-Sep-2018 | GEOTECH CONSULTING SERVICES | Fund 40 Kitchen Remodeling | SADDLEBACK HIGH SCHOOL | \$ 8,750.00 |
| BAKER NOWICKI DESIGN STUDIO, LLP | 393638 | 18-Sep-2018 | ARCHITECTURAL SERVICES | Emergency Repair Program-Williams Case | FACILITIES/GOVERNMENTAL RELATIONS | \$ 19,000.00 |
| CRISP ENTERPRISES dba C2 IMAGING | 393690 | 18-Sep-2018 | PLAN ROOM FEES | Fund 40 Kitchen Remodeling | NUTRITION SERVICES | \$ 94.10 |
| DAVE BANG ASSOCIATES, INC. | 393880 | 21-Sep-2018 | LUNCH TABLES | Fund 40 Kitchen Remodeling | SANTA ANA HIGH SCHOOL | \$ 82,263.83 |
| DAVE BANG ASSOCIATES, INC. | 393882 | 21-Sep-2018 | LUNCH TABLES | Fund 40 Kitchen Remodeling | SANTA ANA HIGH SCHOOL | \$ 7,350.00 |
| DEPARTMENT OF GENERAL SERVICES | 393568 | 17-Sep-2018 | FEE PAYMENT | Fund 40 Kitchen Remodeling | SANTA ANA HIGH SCHOOL | \$ 17,827.03 |
| PRIEST CONSTRUCTION SERVICES, INC. | 393558 | 14-Sep-2018 | DSA INSPECTION SERVICES | Emergency Repair Program-Williams Case | MITCHELL CHILD DEVELOPMENT CENTER | \$ 1,152.00 |
| WILLIAMS SCOTSMAN, INC. | 394063 | 25-Sep-2018 | MOBILE OFFICE RENTAL FEE | Fund 40 Kitchen Remodeling | SANTA ANA HIGH SCHOOL | \$ 254.95 |
| Grand Total: | | | | | | \$ 136,691.91 |

Fund 49

| Supplier: | PO Number: | Date PO Created: | Item Description: | Resource Description : | Site: | Amount: |
|---|------------|------------------|----------------------------------|------------------------|------------------------|--------------------|
| ALL AMERICAN INSPECTION, INC. | 394068 | 25-Sep-2018 | CONSTRUCTION INSPECTION SERVICES | QZAB 2005 | SEGERSTROM HIGH SCHOOL | \$ 1,500.00 |
| NINYO & MOORE GEOTECHNICAL & ENVIRONMENTAL SCIENCES CONSULTANTS | 394073 | 25-Sep-2018 | GEOTECH CONSULTING SERVICES | QZAB 2005 | SEGERSTROM HIGH SCHOOL | \$ 592.50 |
| Grand Total: | | | | | | \$ 2,092.50 |

Fund 56

| Supplier: | PO Number: | Date PO Created: | Item Description: | Resource Description : | Site: | Amount: |
|---|------------|------------------|-------------------|-------------------------|---------------|------------------------|
| THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. | 393617 | 18-Sep-2018 | DEBT SERVICE FEE | 2018 Refunding/COP 2007 | DISTRICT-WIDE | \$ 1,293,117.08 |
| Grand Total: | | | | | | \$ 1,293,117.08 |

Fund 68

| Supplier: | PO Number: | Date PO Created: | Item Description: | Resource Description : | Site: | Amount: |
|------------------------------------|------------|------------------|----------------------|-------------------------------|-----------------|------------------|
| GOVCONNECTION, INC. dba CONNECTION | 393700 | 18-Sep-2018 | COMPUTER ACCESSORIES | Fund 68 Workers' Compensation | RISK MANAGEMENT | \$ 481.65 |
| Grand Total: | | | | | | \$ 481.65 |

Fund 81

| Supplier: | PO Number: | Date PO Created: | Item Description: | Resource Description : | Site: | Amount: |
|-----------------------------------|------------|------------------|----------------------|------------------------------|-----------------|----------------------|
| AMERICAN RED CROSS | 393883 | 21-Sep-2018 | CPR TRAINING | Fund 81 Property & Liability | RISK MANAGEMENT | \$ 2,000.00 |
| COMMUNICATIONS USA, INC. | 393698 | 18-Sep-2018 | SITE RADIOS | Fund 81 Property & Liability | RISK MANAGEMENT | \$ 5,231.91 |
| COMMUNICATIONS USA, INC. | 393701 | 18-Sep-2018 | SITE RADIOS | Fund 81 Property & Liability | RISK MANAGEMENT | \$ 4,135.45 |
| NEW MANAGEMENT, INC. | 393849 | 20-Sep-2018 | SITE SAFETY SUPPLIES | Fund 81 Property & Liability | RISK MANAGEMENT | \$ 2,330.80 |
| RITEWAY AUTO PAINT & BODYWORKS | 393718 | 19-Sep-2018 | VEHICLE REPAIR | Fund 81 Property & Liability | DISTRICT-WIDE | \$ 1,945.05 |
| SANTA ANA UNIFIED SCHOOL DISTRICT | 393601 | 17-Sep-2018 | FEE PAYMENT | Fund 81 Property & Liability | RISK MANAGEMENT | \$ 400,000.00 |
| Grand Total: | | | | | | \$ 415,643.21 |

AGENDA ITEM BACKUP SHEET
October 9, 2018

Board Meeting

TITLE: Approval of Revised Job Description: Commercial Driver

ITEM: Consent

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the revised job description Commercial Driver to Commercial Class A Driver. This position will report to the Manager of Transportation or designee. The Commercial Class A Driver will provide support to schools transporting students, equipment, or materials.

ITEM SUMMARY:

- Revised job description is part-time and will support schools by transporting students, equipment, or materials to District events and/or functions.

RATIONALE:

This is a part-time position to provide services for driving District vehicles that qualify as commercial vehicles In accordance with Article 17.7 of the CSEA Collective Bargaining Agreement:

“The Association shall be provided with an opportunity for input regarding all unit member job description changes (new and existing) prior to submission to the Board of Education”.

This job description has been shared with CSEA and will be a bargaining position.

The revised job description is attached.

LCAP Goal: 3 Cultivate and maintain a healthy, safe, secure, and respectful school and working environment for all.

Action: 07 Support the enhancement of school climate through smooth operations, processes, and customer service by ensuring that all staff engage in culturally proficient interaction with the public and customer service.

Services: 018 Human Resources

FUNDING:

General Funds: Classified Salary Schedule – Hourly rate based on Grade 29: \$22.43 - \$28.69

RECOMMENDATION:

Approve the revised job description of Commercial Driver to Commercial Class A Driver.



SANTA ANA UNIFIED SCHOOL DISTRICT
COMMERCIAL CLASS A DRIVER

JOB SUMMARY:

Under the direction of the Manager of Transportation **or designee**, perform skills associated with **loading/unloading** and driving a tractor-trailer and/or a bus. Responsible for transporting, **loading and unloading** equipment or goods from one place to another using heavy equipment or tractor-trailer trucks.

REPRESENTATIVE DUTIES:

- Work independently as an experienced Commercial **Class A** Driver. **E**
- Must be able to maneuver in and out of tight quarters while maintaining public safety. **E**
- Must follow all safety regulations and standards regarding size, weight, and **Federal Motor Carrier Safety Administration (FMCSA)** break periods. **E**
- Responsible for receiving the load, **assist in** loading and unloading the truck, parking in appropriate docks, tracking mileage, and documenting schedules, and driver manifests. **E**
- Drive a tractor-trailer **and/or a bus**. **E**
- Perform Pre and Post trip vehicle inspections as required by The Department of Transportation (DOT). **E**
- Knowledge to inspect the engine compartment: leaks, hoses, oil, coolant, fluids, and belts. **E**
- Perform the duties of properly connecting and disconnecting the trailer. **E**
- ~~• Perform basic mechanical repairs. **E**~~
- ~~• Perform work in accordance with and maintaining equipment as required by the California Highway Patrol and Vehicle Code. **E**~~
- Maintains a clean and orderly vehicle. **E**
- Ensures that safety steps are followed at all times, use proper safety equipment and keep all unauthorized personnel out of the truck. **E**
- Maintain a current **California** Commercial License **in the appropriate class**. **E**
- ~~• Maintain driver logs for Santa Ana Unified School District and working for an outside company, must adhere to FMCSA regulations. **E**~~
- **Adhere to current FMCSA regulations by maintaining driver logs for Santa Ana Unified School District.** **E**
- Performs other related duties as assigned.

COMMERCIAL **CLASS A** DRIVER (CONTINUED)

KNOWLEDGE AND ABILITIES:

Knowledge of:

- ~~Hours of Service Rules. (Comply with the combined hours may not exceed 11 hours, and must be after 10 consecutive hours off duty.)~~
- Hours-of-Service Rules. (Comply with the combined hours may not exceed 11 hours, and must be after 10 consecutive hours off duty.) **(FMCSA compliant).**
- Traffic and safety laws as they apply to the operation of vehicles.
- ~~Lifting techniques.~~ **Safe and proper lifting techniques.**
- Principles to secure a loaded truck.
- Basic math.
- ~~Preventive maintenance of automotive vehicles.~~
- ~~Multiple counties including Orange, Los Angeles, and San Diego.~~ **Road navigation and GVWR within the cities and/or counties being operated in.**

Ability to:

- Relate well to personnel in and outside the District.
- ~~Perform minor truck maintenance.~~
- Understand and follow oral and written directions.
- ~~Lift heavy objects.~~
- Meet schedules and time lines.
- Load, unload, **lift** and carry **moderately** heavy objects **up to 45 pounds (90 pounds with 2 people).**
- Operate a truck skillfully and safely.
- Verify quantities for accurate count.
- ~~Oral and written communications skills.~~ **Communicate both orally and in written form.**
- Establish and maintain effective working relationships with others.
- Plan routes and meet delivery schedules.
- Perform the essential functions of the job.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: ~~graduation from~~ **a** high school **diploma or GED** and sufficient training, ~~and~~ experience, **and knowledge** to demonstrate the ~~knowledge and~~ abilities listed above.

LICENSES AND OTHER REQUIREMENTS:

- Valid California Motor Vehicle Operator's License, Class ~~H.~~ **Commercial Class A.**
- Valid California commercial **Class A** driver's license with passenger and air brake endorsements.
- Valid unrestricted California Special Driver Certificate for school bus operation, **desirable.**
- Current First Aid **Certification** Certificate ~~issued by the American Red Cross, or pass equivalent tests given by the California Highway Patrol.~~
- Valid ~~Medical~~ **Medical** Card.

COMMERCIAL **CLASS A DRIVER** (CONTINUED)

WORKING CONDITIONS:

Environment:

- Varied weather conditions.
- Moderate exposure to dust and chemicals.
- Employees may be required to wear protective apparel including goggles, face protection, work boots, masks and uniforms.
- Driving a vehicle to conduct work.

Physical Abilities:

- Sit and stand for long periods of time, bend at the waist, kneel or crouch, stoop, reach, ~~get down on your knees,~~ **to** perform work in tight spaces ~~resulting in being on your knees~~ in a trailer or building.
- ~~Read small print and repair vehicles with small hard to see spaces (which may be corrected)~~
- Dexterity of hands and fingers to operate assigned equipment.
- ~~Seeing to inspect vehicles and deliveries.~~ **Visually inspect vehicle and deliveries.**
- Hearing and speaking accurately to exchange information.
- Subject to Post accident and Random Drug and Alcohol testing.
- Lifting, carrying, pushing or pulling **moderately** heavy objects ~~normally not exceeding eighty (80) pounds~~ **45 pounds (90 pounds with 2 people).**

HAZARDS:

- Work around combustion engines, harsh and toxic chemicals, and substances.
- Heavy lifting.
- Driving in dense populated cities, driving in heavy traffic and narrow streets.
- ~~Driving a tractor trailer.~~
- Driving a vehicle during adverse weather conditions.
- Traffic hazards.
- Will automatically be enrolled in the Department of Motor Vehicles Pull Program for any 2 point violation.

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.

AGENDA ITEM BACKUP SHEET
October 9, 2018

Board Meeting

TITLE: **Approval of Revised Job Description: Special Projects and Asset Retention Team**

ITEM: **Consent**

SUBMITTED 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 from Special Projects and Asset Retention Team (SPART) to Special Projects Team Member. The Special Projects Team Member will plan, assign, supervise and perform skilled custodial and routine minor maintenance functions in support for District events and functions. This position will also serve as the roving lead custodian. This position will supervise custodial work, provide written reports, train personnel, assist with Williams FIT reports and track and provide quarterly savings from repurposing furniture. The revised job description provides specific responsibilities and functions contained in Building Services.

ITEM SUMMARY:

- Revised job description will plan, assign, supervise and perform skilled custodial and routine minor maintenance functions in support for District events and functions.

RATIONALE:

This position will report to the Director of Building Services or designee. This position will provide overall leadership responsibilities for the roving crew custodians to maintain assigned buildings, ground areas, for security and safety. In accordance with Article 17.7 of the CSEA Collective Bargaining Agreement:

“The Association shall be provided with an opportunity for input regarding all unit member job description changes (new and existing) prior to submission to the Board of Education”.

This job description has been shared with CSEA and will be a bargaining position.

The revised job description is attached.

LCAP Goal: 3 Cultivate and maintain a healthy, safe, secure, and respectful school and working environment for all.

Action: 07 Support the enhancement of school climate through smooth operations, processes, and customer service by ensuring that all staff engage in culturally proficient interaction with the public and customer service.

Services: 018 Human Resources

FUNDING:

General Fund: Classified Salary Schedule: Grade 28, \$3,749 – \$4,791 (monthly)

RECOMMENDATION:

Approve the revised job description: Special Projects and Asset Retention Team (SPART) to Special Projects Team Member.

MAM:nr



SANTA ANA UNIFIED SCHOOL DISTRICT

SPECIAL PROJECTS AND ASSET RETENTION TEAM **MEMBER**, (SPART)

JOB SUMMARY:

Under supervision of the Building Services Director or designee, ~~to plan, assign, supervise and perform skilled custodial and routine minor maintenance functions; to assist and~~ **support the** ~~serve in the absence of the roving lead~~ **school site** ~~custodians~~ **with leadership responsibility for roving crew custodians;** to maintain assigned buildings and adjacent ground areas in a clean sanitary, secure and safe condition. To provide support for District events and functions. ~~To salvage, repurpose and occasionally deliver District furniture, track asset savings resulting in repurposing of reusable furniture or other reusable asset.~~ **To inspect and recommend District assets for repurposing. May assist with minimal driving to facilitate the pickup and delivery of those repurposed District assets from the warehouse, when warehouse personnel are unavailable.**

REPRESENTATIVE DUTIES:

- ~~Supervises and p~~ **Personally** performs custodial work in accordance with daily work schedules. **E**
- ~~Plans, assigns, inspects, and provides written reports for the work of custodial staff when requested by immediate supervisor.~~ **E**
- Requisitions custodial supplies and equipment to maintain operational inventory. **E**
- **May** ~~Assists in the training of custodial personnel, and the monitoring of their performance.~~ **E**
- ~~Inspects and reports when applicable building and grounds for damage, necessary repairs, security and safety, assists with Williams FIT reports and takes corrective action as appropriate.~~ **E**
- **May assist school site custodians with a walk through of building and grounds for damage, necessary repairs, security, and safety pertaining to the Williams FIT report.** **E**
- **Deliver and pickup items from various District locations when involving special projects.** **E**
- ~~Supervises and s~~ **Sets up** rooms, furniture and **may assist with** equipment arrangements for special events. **E**
- ~~Coordinates, supervises, and p~~ **Participates** in major cleaning of the school. **E**
- Performs minor repairs and light maintenance tasks such as furniture assembly, disassembly and removal. **E**
- Performs minor ~~structure~~ interior and exterior painting. **E**

**SPECIAL PROJECTS AND ASSET RETENTION TEAM MEMBER, (SPART)
(CONTINUED)**

REPRESENTATIVE DUTIES: (continued)

- In conjunction with the Warehouse, **assists in** the ~~coordinates,~~ **coordinating**, receiving, storing, inventory, and redistribution of usable classroom and office furniture. **E**
- ~~Tracks and provides quarterly savings reports resulting in furniture repurposing.~~ **E**
- Attends and assists with team and safety meetings. **E**
- Performs other related duties as ~~required~~ **assigned.**

KNOWLEDGE AND ABILITY:

Knowledge of:

- Methods, materials and equipment required for all custodial services of school facilities.
- Requirements for maintaining school sites in a safe, secure, clean, and orderly condition.
- ~~Principles of supervision, training and inspection of custodial services.~~

Ability to:

- Perform moderately medium to heavy manual activities.
- Efficiently and effectively, use cleaning materials, supplies and equipment.
- Demonstrate leadership, good judgment and common sense.
- ~~Plan, schedule, motivate and supervise a diverse custodial work program.~~
- Operate custodial equipment and hand tools.
- Keep accurate records and make reports.
- Estimate time and materials in connection with a custodial work program.
- Perform minor repairs and light maintenance tasks.
- Make basic arithmetic calculations.
- Appreciate human diversity.
- Understand and carry out oral and written instruction.
- Establish and maintain cooperative relationships.
- Comply with District's customer service standards.

EDUCATION AND EXPERIENCE:

Any combination equivalent to high school diploma, GED, and one-year school custodial training and/or experience to demonstrate the knowledge of abilities listed above.

LICENSES AND OTHER REQUIREMENTS:

- **Valid California Driver's license or other Federal State ID**
- **First Aid Certification desirable**

**SPECIAL PROJECTS AND ASSET RETENTION TEAM MEMBER, (SPART)
(CONTINUED)**

WORKING CONDITIONS:

Environment:

- Regular Working shift **shift may include** mid-**early** morning to early **late** evening.
~~Alternate work shift.~~
- School environment. ~~Outside may be adverse weather conditions.~~
- **Possible adverse weather conditions.**

Physical Abilities:

- Hearing and speaking **accurately** to exchange information.
- Standing and walking for extended periods.
- Lifting, carrying, pushing or pulling moderately heavy objects, normally not exceeding sixty (60) pounds.
- Reaching overhead, above the shoulders and horizontally.
- Seeing to perform custodial work.
- Dexterity of hands and fingers to operate custodial equipment.
- Bending at the waist, kneeling or crouching.

Hazards:

- Cleaning chemicals.

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.

AGENDA ITEM BACKUP SHEET
October 9, 2018

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**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the Personnel Calendar including the transition of specific staff members with such topics as: hiring, promotions, transfers, resignations, retirements, and leaves.

RATIONALE:

Board approval of the Personnel Calendar is required for all Certificated and Classified personnel reports, non-confidential leaves of absences, and effective dates of resignations and retirements.

ITEM SUMMARY:

- Contained within the Personnel Calendar are 34 new hires for SAUSD, including:
 - After School Instructional Provider – 3
 - Assessment & Data Specialist – 2
 - Instructional Assistant Biliterate – 10
 - Instructional Assistant DHH – 1
 - Library Media Technician – 1
 - Licensed Vocational Nurse – 2
 - Preschool Teacher – 3
 - Site Clerk – 5
 - Stage Manager – 1
 - Nurse – 1
 - Teacher – 5

FUNDING:

No fiscal impact.

RECOMMENDATION:

Approve the Personnel Calendar including the transition of specific staff members with such topics as: hiring, promotions, transfers, resignations, retirements, and leaves.

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 9, 2018

| LAST NAME | POSITION | SITE | EFF. DATE | COMMENTS |
|---------------------------|-----------------|----------------------------------|--------------------|----------------------------|
| RETIREMENT | | | | |
| Sneathen, Pamela | Teacher | Human Resources | June 1, 2018 | |
| RESIGNATIONS | | | | |
| Aguero, Mark | Teacher | Century | September 30, 2018 | |
| Deguchi, Matthew | Teacher | Villa | September 24, 2018 | |
| Harrison, Tresa | Teacher | Willard | September 7, 2018 | |
| Johnson, Deija | Teacher | Special Education | September 28, 2018 | |
| Lopez, Julius | Teacher | Lathrop | September 28, 2018 | |
| NEW HIRES/RE-HIRES | | | | |
| Herrera, Phillip | Teacher | Century | October 1, 2018 | New Hire - Probationary I |
| Jimenez, Ludin | Teacher | Villa | September 25, 2018 | New Hire - Temporary 44909 |
| Leonard, Amanda | Teacher | Valley | September 20, 2018 | New Hire - Probationary I |
| Navarro, Guadalupe | Nurse | Health/Home-Hospital Instruction | September 24, 2018 | New Hire - Probationary I |
| Onate, Monica | Teacher | Reach Academy | September 17, 2018 | New Hire - Probationary I |
| Weber, Jaelyn | Teacher | Sierra | September 13, 2018 | New Hire - Intern |
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CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 9, 2018

| LAST NAME | POSITION | SITE | EFF. DATE | COMMENTS |
|--|---------------------------------|-------------------|--|-----------------------------|
| ABSENCE (3 to 20 duty days) - Without Pay with Benefits | | | | |
| Waters, Lori | Speech and Language Pathologist | Speech Department | September 17, 2018 - October 12, 2018 | Family Responsibilities |
| DEPARTMENT CHAIRS 2018-19 | | | | |
| Amosa, Dan | | Carr | 2018-19 | AVID (sharing) |
| Aquino, Mallory | | Carr | 2018-19 | Art (sharing), Music |
| Galvan, Rogelio | | Carr | 2018-19 | Math |
| Huddy, Angela | | Carr | 2018-19 | English |
| Leal-Avalos, Marisol | | Carr | 2018-19 | Special Education (sharing) |
| Magruder, Jill | | Carr | 2018-19 | Science |
| Nobel, Shannon | | Carr | 2018-19 | Social Studies |
| Price, Bryan | | Carr | 2018-19 | AVID (sharing) |
| Rivera, Rudy | | Carr | 2018-19 | P.E. |
| Solares, Elizabeth | | Carr | 2018-19 | Art (sharing), Music |
| Urizar, Maricela | | Carr | 2018-19 | ELD/Bilingual |
| Wedekind, Patricia | | Carr | 2018-19 | Special Education (sharing) |
| Beichner, Josina | | Godinez | 2018-19 | Foreign Language |
| Jacovides, Alexis | | Godinez | 2018-19 | Special Education |
| MacLennan, Sara | | Godinez | 2018-19 | P.E. |
| Mc Mahon, Jeanette | | Godinez | 2018-19 | Art, Music |
| Morgan, Lisa | | Godinez | 2018-19 | Science |
| Morgan, Robert | | Godinez | 2018-19 | AVID, Social Studies |

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 9, 2018

| LAST NAME | POSITION | SITE | EFF. DATE | COMMENTS |
|--|----------|----------|-----------|-----------------------------|
| DEPARTMENT CHAIRS 2018-19 (Continued) | | | | |
| Ninofranco, John | | Godinez | 2018-19 | Math (sharing) |
| Pruden, Suzanne | | Godinez | 2018-19 | English |
| Rodriguez, Martha | | Godinez | 2018-19 | Math (sharing) |
| Anaya, Felipe | | McFadden | 2018-19 | ELD/Bilingual |
| Banuelos, Jeanette | | McFadden | 2018-19 | AVID |
| Brambila, Martha | | McFadden | 2018-19 | English (sharing) |
| Cano, Michelle | | McFadden | 2018-19 | Math (sharing) |
| Devine, Anne | | McFadden | 2018-19 | English (sharing) |
| Dowd, Arica | | McFadden | 2018-19 | Art |
| Ellis, Gregory | | McFadden | 2018-19 | Music |
| Fitzpatrick, Jessica | | McFadden | 2018-19 | Special Education (sharing) |
| Gallegos, Kim | | McFadden | 2018-19 | Social Studies |
| Holte, Matthew | | McFadden | 2018-19 | Science |
| McDonald-Van Dyke, Jennifer | | McFadden | 2018-19 | Math (sharing) |
| Napier, Rodney | | McFadden | 2018-19 | P.E. |
| Rice, Rae | | McFadden | 2018-19 | Special Education (sharing) |
| Arroyo, Hazelle | | Mendez | 2018-19 | Music |
| Cabrera, Cassandra | | Mendez | 2018-19 | Science |
| Carney, Jann | | Mendez | 2018-19 | Special Education |
| Dennis, Gregory | | Mendez | 2018-19 | English |
| Diaz, Jose | | Mendez | 2018-19 | Math (sharing) |
| Lubba, Marcus | | Mendez | 2018-19 | Math (sharing) |

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 9, 2018

| LAST NAME | POSITION | SITE | EFF. DATE | COMMENTS |
|--|-----------------|-------------|------------------|-----------------------------|
| DEPARTMENT CHAIRS 2018-19 (Continued) | | | | |
| Miraglia, Christian | | Mendez | 2018-19 | Social Studies (sharing) |
| Peat, Cheryl | | Mendez | 2018-19 | Art |
| Radford, David | | Mendez | 2018-19 | Social Studies (sharing) |
| Salas, April | | Mendez | 2018-19 | AVID |
| Wozniak, Jeffrey | | Mendez | 2018-19 | P.E. |
| Bravo, Alexandra | | Saddleback | 2018-19 | P.E. |
| Callanan, Jill | | Saddleback | 2018-19 | English (sharing) |
| Connell, Jennifer | | Saddleback | 2018-19 | Art, Music |
| Conners, Camron | | Saddleback | 2018-19 | Social Studies (sharing) |
| Contreras, Juan | | Saddleback | 2018-19 | Foreign Language (sharing) |
| Iwamoto, Dianne | | Saddleback | 2018-19 | Math (sharing) |
| Lawrence, George | | Saddleback | 2018-19 | Social Studies (sharing) |
| Morgan, Juliana | | Saddleback | 2018-19 | Science (sharing) |
| O'Connell, James | | Saddleback | 2018-19 | Special Education (sharing) |
| Rajpurkar, Anagha | | Saddleback | 2018-19 | Special Education (sharing) |
| Sandquist, Brian | | Saddleback | 2018-19 | Science (sharing) |
| Vicari, Elva | | Saddleback | 2018-19 | Foreign Language (sharing) |
| Volmer, Susan | | Saddleback | 2018-19 | English (sharing) |
| Whittington, Cheryl | | Saddleback | 2018-19 | AVID |
| Wright, Lori | | Saddleback | 2018-19 | Math (sharing) |
| Buckley, Brianne | | Sierra | 2018-19 | English (sharing) |
| Cocca, Anastasia | | Sierra | 2018-19 | Science |
| Hendon, Sandra | | Sierra | 2018-19 | Math (sharing) |

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 9, 2018

| LAST NAME | POSITION | SITE | EFF. DATE | COMMENTS |
|--|----------|--------|-----------|----------------------------------|
| DEPARTMENT CHAIRS 2018-19 (Continued) | | | | |
| Higgins, Daynon | | Sierra | 2018-19 | English (sharing) |
| McCabe, Rosemarie | | Sierra | 2018-19 | Math (sharing) |
| Melodia, Connie | | Sierra | 2018-19 | P.E. (sharing) |
| Park, Deborah | | Sierra | 2018-19 | Reading |
| Ponce, Magaly | | Sierra | 2018-19 | Special Education (sharing) |
| Prestinary, Irene | | Sierra | 2018-19 | Art |
| Samson, David | | Sierra | 2018-19 | P.E. (sharing) |
| Tran, Sean | | Sierra | 2018-19 | Special Education (sharing) |
| Warwick, Sandra | | Sierra | 2018-19 | Social Studies |
| Alvarez, Guillermo | | Villa | 2018-19 | Music |
| Clay, Denise | | Villa | 2018-19 | Science |
| Ferrara, Michael | | Villa | 2018-19 | P.E. (sharing) |
| Henry, Elizabeth | | Villa | 2018-19 | AVID (sharing) |
| Kadinoff, Naomi | | Villa | 2018-19 | Art |
| Mc Reynolds, Angela | | Villa | 2018-19 | P.E. (sharing) |
| Nguyen, An | | Villa | 2018-19 | English (sharing), ELD/Bilingual |
| Nunez, Crystal | | Villa | 2018-19 | Special Education |
| Peleaux, Candy | | Villa | 2018-19 | Social Studies |
| Thatcher, Stephanie | | Villa | 2018-19 | AVID (sharing) |
| Thomas, Christina | | Villa | 2018-19 | English (sharing), ELD/Bilingual |
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CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 9, 2018

| LAST NAME | POSITION | SITE | EFF. DATE | COMMENTS |
|------------------------------|----------|----------|-----------|--|
| CO-CURRICULAR 2018-19 | | | | |
| Crawford, Brian | | Carr | 2018-19 | Drama Production |
| Jack, Jedediah | | Carr | 2018-19 | Broadcast Journalism |
| Linden, Peter | | Carr | 2018-19 | Print Journalism, Print Yearbook |
| Pineda, Alexandra | | Carr | 2018-19 | Student Government Advisor |
| Solares, Elizabeth | | Carr | 2018-19 | Instrumental Music Band, Instrumental Music Orchestra |
| Elliott, Marissa | | Godinez | 2018-19 | Print Yearbook |
| Feuerborn, Joyce | | Godinez | 2018-19 | Print Journalism, Broadcast Journalism |
| Marting, Richard | | Godinez | 2018-19 | Drama |
| Mc Mahon, Jeanette | | Godinez | 2018-19 | Vocal Music |
| Santos, Mark | | Godinez | 2018-19 | Instrumental Music Band, Instrumental Music Orchestra |
| Sotelo, Laura | | Godinez | 2018-19 | Dance Team |
| Tena, Daniel | | Godinez | 2018-19 | Senior Class Advisor, Activities Director |
| DeShazer, Nicole | | Lathrop | 2018-19 | Student Government Advisor (sharing) |
| Lopez, Julius | | Lathrop | 2018-19 | Instrumental Music Band, Instrumental Music Orchestra, Vocal Music |
| Phillips, Nicole | | Lathrop | 2018-19 | Student Government Advisor (sharing) |
| Wolff, Amanda | | Lathrop | 2018-19 | Print Yearbook |
| Boyer, Gregory | | McFadden | 2018-19 | Instrumental Music Band, Instrumental Music Orchestra |
| Devine, Anne | | McFadden | 2018-19 | Print Journalism, Print Yearbook |

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 9, 2018

| LAST NAME | POSITION | SITE | EFF. DATE | COMMENTS |
|--|-----------------|----------------|------------------|--|
| CO-CURRICULAR 2018-19 (Continued) | | | | |
| Ellis, Gregory | | McFadden | 2018-19 | Vocal Music |
| Ochoa Ceja, Maritza | | McFadden | 2018-19 | Pep Squad, Drill Team |
| Sohner, Kelly | | McFadden | 2018-19 | Drama Production, Student Government Advisor |
| Ramos, Rafael | | Middle College | 2018-19 | Senior Class Advisor, Activities Director |
| Silverstein, Cassandra | | Middle College | 2018-19 | Drama |
| Storms, Tamara | | Middle College | 2018-19 | Print Journalism |
| Altamirano, Lillian | | Segerstrom | 2018-19 | Print Journalism |
| Garcia, Raul | | Segerstrom | 2018-19 | Instrumental Music Band, Instrumental |
| Han, Grace | | Segerstrom | 2018-19 | Music Orchestra |
| Handley, Stephanie | | Segerstrom | 2018-19 | Vocal Music |
| Owens, Sarah | | Segerstrom | 2018-19 | Print Yearbook |
| Stoewsand, Shelby | | Segerstrom | 2018-19 | Drama |
| | | Segerstrom | 2018-19 | Senior Class Advisor, Activities Director |
| Becker, Brandi | | Sierra | 2018-19 | Drama Production |
| Cocca, Anastasia | | Sierra | 2018-19 | Pep Squad, Student Government Advisor |
| Higgins, Daynon | | Sierra | 2018-19 | Print Journalism |
| Melodia, Connie | | Sierra | 2018-19 | Drill Team |
| STIPENDS 2018-19 | | | | |
| Amosa, Dan | | Carr | 2018-19 | AVID Coordinator (sharing) |

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 9, 2018

| LAST NAME | POSITION | SITE | EFF. DATE | COMMENTS |
|-------------------------------------|-----------------|--------------|------------------|---------------------------------|
| STIPENDS 2018-19 (Continued) | | | | |
| Cox, Kathryn | | Carr | 2018-19 | Speech and Debate |
| Hutchens, Leslie | | Carr | 2018-19 | GATE Site Coordinator (sharing) |
| Magruder, Jill | | Carr | 2018-19 | GATE Site Coordinator (sharing) |
| Price, Bryan | | Carr | 2018-19 | AVID Coordinator (sharing) |
| Vidrios, Mayra | | Carr | 2018-19 | Lead Counselor |
| Butler, Merlo | | Century | 2018-19 | AVID Coordinator |
| Goodrich, Nathan | | Century | 2018-19 | Speech and Debate |
| Setlich, Laurette | | Century | 2018-19 | GATE Site Coordinator |
| Vazquez, Mireya | | Century | 2018-19 | Lead Counselor |
| Boyce, Haley | | Lathrop | 2018-19 | GATE Site Coordinator |
| Gutierrez, Fernando | | Lathrop | 2018-19 | AVID Coordinator |
| Hammer, Heather | | Lathrop | 2018-19 | Speech and Debate |
| Raya, Paul | | Lathrop | 2018-19 | Lead Counselor |
| Rios, Adrian | | Lorin Griset | 2018-19 | Lead Counselor |
| Coutts, Susan | | MacArthur | 2018-19 | Speech and Debate |
| Manske, Tammy | | MacArthur | 2018-19 | AVID Coordinator |
| Sprafka, John | | MacArthur | 2018-19 | GATE Site Coordinator |
| Spurgeon, Sherry | | MacArthur | 2018-19 | Math (2nd semester) |
| Tristan, Laurie | | MacArthur | 2018-19 | Lead Counselor |

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 9, 2018

| LAST NAME | POSITION | SITE | EFF. DATE | COMMENTS |
|-------------------------------------|-----------------|----------------|------------------|--------------------------|
| STIPENDS 2018-19 (Continued) | | | | |
| Banuelos, Jeanette | | McFadden | 2018-19 | AVID Coordinator |
| McDonald-Van Dyke, Jennifer | | McFadden | 2018-19 | GATE Site Coordinator |
| Onofre, Danelia | | McFadden | 2018-19 | Lead Counselor |
| Sohner, Kelly | | McFadden | 2018-19 | Speech and Debate |
| Curtis, Matthew | | Middle College | 2018-19 | Speech and Debate |
| Espinosa, Velina | | Middle College | 2018-19 | AVID Coordinator |
| Silverstein, Cassandra | | Middle College | 2018-19 | GATE Site Coordinator |
| Dukus, Robert | | Santa Ana | 2018-19 | Kiwanis Bowl (sharing) |
| Erikson, Tom | | Santa Ana | 2018-19 | Mock Trial |
| Hinman, Robert | | Santa Ana | 2018-19 | Kiwanis Bowl (sharing) |
| Huizar, Ann | | Santa Ana | 2018-19 | GATE Site Coordinator |
| Nguyen, Dana | | Santa Ana | 2018-19 | AVID Coordinator |
| Ridoutt-Schonborn, Arlette | | Santa Ana | 2018-19 | Lead Counselor |
| Serrano, Corin | | Santa Ana | 2018-19 | Speech and Debate |
| Gonzalez, Frankie | | Segerstrom | 2018-19 | Lead Counselor (sharing) |
| Griset-Villanueva, Gabrielle | | Segerstrom | 2018-19 | Lead Counselor (sharing) |
| Lund, Amber | | Segerstrom | 2018-19 | GATE Site Coordinator |
| Martinez, Andres | | Segerstrom | 2018-19 | Kiwanis Bowl |
| Miranda, Ivan | | Segerstrom | 2018-19 | AVID Coordinator |

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 9, 2018

| LAST NAME | POSITION | SITE | EFF. DATE | COMMENTS |
|-------------------------------------|-----------------|-------------|------------------|---|
| STIPENDS 2018-19 (Continued) | | | | |
| Neufeld, Sara | | Segerstrom | 2018-19 | Mock Trial |
| Tieu, Ngoc | | Segerstrom | 2018-19 | OCAD (sharing) |
| Wilson, Joe | | Segerstrom | 2018-19 | OCAD (sharing) |
| Hegardt, Marijose | | Spurgeon | 2018-19 | Lead Counselor |
| Leonetti, Lindsey | | Spurgeon | 2018-19 | AVID Coordinator |
| Reinhart, Veronica | | Spurgeon | 2018-19 | Speech and Debate |
| Tran, Hien | | Spurgeon | 2018-19 | GATE Site Coordinator |
| Henry, Elizabeth | | Villa | 2018-19 | AVID Coordinator (sharing) |
| Lord, Douglas | | Villa | 2018-19 | Speech and Debate (sharing) |
| Matthews, Jacqueline | | Villa | 2018-19 | Speech and Debate (sharing) |
| Peleaux, Candy | | Villa | 2018-19 | Speech and Debate (sharing) |
| Thatcher, Stephanie | | Villa | 2018-19 | AVID Coordinator (sharing), GATE Site Coordinator |
| GRADE LEVEL LEADS 2018-19 | | | | |
| Castellanos, Xavier | | Lincoln | 2018-19 | |
| Guerrero-Duenas, Maria | | Lincoln | 2018-19 | |
| Jimenez, Maria | | Lincoln | 2018-19 | |
| Martinez, Juliana | | Lincoln | 2018-19 | |
| Renzas, Ellen | | Lincoln | 2018-19 | |
| Romeo, Angelica | | Lincoln | 2018-19 | |
| Vique, Elaine | | Lincoln | 2018-19 | |

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 9, 2018

| LAST NAME | POSITION | SITE | EFF. DATE | COMMENTS |
|----------------------------|-----------------|-------------|------------------|--------------------|
| FALL SPORTS 2018-19 | | | | |
| Lapic, Andrew | Head Coach | Century | 2018-19 | Football |
| Munoz, Liana | Head Coach | Century | 2018-19 | Volleyball (Girls) |
| West, Jeffrey | Head Coach | Century | 2018-19 | Tennis (Girls) |
| Cortez, Heriberto | Head Coach | Godinez | 2018-19 | Tennis (Girls) |
| Dodge, Scott | Assistant Coach | Godinez | 2018-19 | Volleyball (Girls) |
| Fedele, Stephen | Assistant Coach | Godinez | 2018-19 | Cross Country |
| Morris, Jessica | Head Coach | Godinez | 2018-19 | Water Polo (Boys) |
| Parga, Regina | Assistant Coach | Godinez | 2018-19 | Tennis (Girls) |
| Rocha Rodriguez, Diego | Head Coach | Godinez | 2018-19 | Cross Country |
| Watts, Matthew | Assistant Coach | Godinez | 2018-19 | Football |
| Diulio, Nickolas | Head Coach | Saddleback | 2018-19 | Football |
| Gregory, Susan | Assistant Coach | Saddleback | 2018-19 | Volleyball (Girls) |
| Lee, Torrence | Head Coach | Saddleback | 2018-19 | Water Polo (Boys) |
| Terich, Michael Jr. | Assistant Coach | Saddleback | 2018-19 | Football |
| Chavez, Hector | Assistant Coach | Santa Ana | 2018-19 | Cross Country |
| Cohen, Jason | Head Coach | Santa Ana | 2018-19 | Volleyball (Girls) |
| DeMarco, David | Assistant Coach | Santa Ana | 2018-19 | Football |
| Meza, Diantoine | Assistant Coach | Santa Ana | 2018-19 | Football |
| Ramirez, Michael A. | Assistant Coach | Santa Ana | 2018-19 | Football |
| Schoonmaker, Rory | Assistant Coach | Santa Ana | 2018-19 | Football |
| TeGantvoort, Charles | Head Coach | Santa Ana | 2018-19 | Football |
| Walden-Schulz, Lincoln | Assistant Coach | Santa Ana | 2018-19 | Football |

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 9, 2018

| LAST NAME | POSITION | SITE | EFF. DATE | COMMENTS |
|--|-----------------|-------------|------------------|--------------------|
| FALL SPORTS 2018-19 (Continued) | | | | |
| Caroompas, John III | Head Coach | Segerstrom | 2018-19 | Volleyball (Girls) |
| DeMent, Russell | Assistant Coach | Segerstrom | 2018-19 | Football |
| Mejia, Miguel A. | Head Coach | Segerstrom | 2018-19 | Cross Country |
| Stevenson, Neil | Assistant Coach | Segerstrom | 2018-19 | Cross Country |
| Tagaloa, Joseph | Head Coach | Segerstrom | 2018-19 | Football |
| Trinh, Jack | Head Coach | Segerstrom | 2018-19 | Tennis (Girls) |
| Vu, Lan | Assistant Coach | Segerstrom | 2018-19 | Football |
| Wolfe, Michael | Assistant Coach | Segerstrom | 2018-19 | Football |
| Castaneda Alvarez, Paul | Assistant Coach | Valley | 2018-19 | Cross Country |
| Conover, Matthew | Head Coach | Valley | 2018-19 | Golf (Girls) |
| Corradino, Damian | Head Coach | Valley | 2018-19 | Volleyball (Girls) |
| Cozens, Tara | Head Coach | Valley | 2018-19 | Cross Country |
| Fonseca Chavez, Dulce | Head Coach | Valley | 2018-19 | Tennis (Girls) |
| Lopez, Adolfo | Assistant Coach | Valley | 2018-19 | Football |
| Martinez, Yobany | Assistant Coach | Valley | 2018-19 | Volleyball (Girls) |
| Mohr, Lawrence | Head Coach | Valley | 2018-19 | Football |
| Sanchez, Rudy | Assistant Coach | Valley | 2018-19 | Football |
| Shimasaki, Darren | Assistant Coach | Valley | 2018-19 | Football |
| Terwilliger, Erik | Assistant Coach | Valley | 2018-19 | Water Polo (Boys) |
| Watkins, Christopher | Assistant Coach | Valley | 2018-19 | Football |
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CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 9, 2018

| LAST NAME | POSITION | SITE | EFF. DATE | COMMENTS |
|---|--------------------|-------------------|---|--------------------|
| EXTENDED WORK YEAR (EWY) 2018-19 | | | | |
| Allen, Christine | Program Specialist | Special Education | September 7, 2018 - October 12, 2018 | 8 Additional Days |
| EXTENDED WORK YEAR (EWY) 2017-18 | | | | |
| Bautista, Herminio | Principal | Taft | June 11, 2018 - June 22, 2018 | 10 Additional Days |
| EXTRA DUTY 2018-19 | | | | |
| Sandoval, Paula | Teacher | Seegerstrom | August 13, 2018 - May 31, 2019 | Extra Period |
| EXTRA DUTY 2018-19 (Correction) | | | | |
| Mc Mahon, Jeanette | Teacher | Godinez | August 13, 2018 - May 31, 2019 | Extra Period |
| CONSENTS FOR THE 2018-2019 SCHOOL YEAR - E.C. 44258.7(b) | | | | |
| Butler, Merlo | | Century | 2018-19 | Competitive Sport |
| Cavanaugh, John | | Century | 2018-19 | Competitive Sport |
| Cortes, Teodoro | | Century | 2018-19 | Competitive Sport |
| Govier, Robert | | Century | 2018-19 | Competitive Sport |
| Molina, Fausto Jr. | | Century | 2018-19 | Competitive Sport |

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 9, 2018

| LAST NAME | POSITION | SITE | EFF. DATE | COMMENTS |
|---|-----------------|-------------|------------------|-------------------|
| CONSENTS FOR THE 2018-2019 SCHOOL YEAR - E.C. 44258.7(b) (Continued) | | | | |
| Murphy, Ellery | | Century | 2018-19 | Competitive Sport |
| Silverman, Steven | | Century | 2018-19 | Competitive Sport |
| Sirgy, Michelle | | Century | 2018-19 | Competitive Sport |
| West, Jeffrey | | Century | 2018-19 | Competitive Sport |
| C'De Baca, Cooper | | Godinez | 2018-19 | Competitive Sport |
| Cortez, Heriberto | | Godinez | 2018-19 | Competitive Sport |
| Evans, Victoria | | Godinez | 2018-19 | Competitive Sport |
| Fernandez, Ruben | | Godinez | 2018-19 | Competitive Sport |
| Gentile, Nicholas | | Godinez | 2018-19 | Competitive Sport |
| Koeler, James | | Godinez | 2018-19 | Competitive Sport |
| Mac Lennan, Luke | | Godinez | 2018-19 | Competitive Sport |
| Morris, Jessica | | Godinez | 2018-19 | Competitive Sport |
| Parga, Regina | | Godinez | 2018-19 | Competitive Sport |
| Pinto, Franklin | | Godinez | 2018-19 | Competitive Sport |
| Pola, Kevin | | Godinez | 2018-19 | Competitive Sport |
| Rocha Rodriguez, Diego | | Godinez | 2018-19 | Competitive Sport |
| Snyder, William | | Godinez | 2018-19 | Competitive Sport |
| Barba, David | | Saddleback | 2018-19 | Competitive Sport |
| Diulio, Nickolas | | Saddleback | 2018-19 | Competitive Sport |
| Gregory, Susan | | Saddleback | 2018-19 | Competitive Sport |
| Rivera, Zayra | | Saddleback | 2018-19 | Competitive Sport |
| Terich, Michael Jr. | | Saddleback | 2018-19 | Competitive Sport |
| Thompson, Robert | | Saddleback | 2018-19 | Competitive Sport |
| Turner, Rosalind | | Saddleback | 2018-19 | Competitive Sport |
| Barber, Jessica | | Santa Ana | 2018-19 | Competitive Sport |

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 9, 2018

| LAST NAME | POSITION | SITE | EFF. DATE | COMMENTS |
|---|-----------------|-------------|------------------|-------------------|
| CONSENTS FOR THE 2018-2019 SCHOOL YEAR - E.C. 44258.7(b) (Continued) | | | | |
| Elmasry, Fareed | | Santa Ana | 2018-19 | Competitive Sport |
| Glabb, Scott | | Santa Ana | 2018-19 | Competitive Sport |
| Hollingshead, Jason | | Santa Ana | 2018-19 | Competitive Sport |
| Leon, Jose | | Santa Ana | 2018-19 | Competitive Sport |
| Martin, Christopher | | Santa Ana | 2018-19 | Competitive Sport |
| Meza, Diantoine | | Santa Ana | 2018-19 | Competitive Sport |
| Penafior, Joe | | Santa Ana | 2018-19 | Competitive Sport |
| Rear, Lara | | Santa Ana | 2018-19 | Competitive Sport |
| TeGantvoort, Charles | | Santa Ana | 2018-19 | Competitive Sport |
| Walker, Kenneth | | Santa Ana | 2018-19 | Competitive Sport |
| Wardy, Meredith | | Santa Ana | 2018-19 | Competitive Sport |
| Zamora, Erica | | Santa Ana | 2018-19 | Competitive Sport |
| Altamirano, Michael | | Segerstrom | 2018-19 | Competitive Sport |
| Canzone, Nick | | Segerstrom | 2018-19 | Competitive Sport |
| Caroompas, John III | | Segerstrom | 2018-19 | Competitive Sport |
| Castanha, William | | Segerstrom | 2018-19 | Competitive Sport |
| Flores, Nancy | | Segerstrom | 2018-19 | Competitive Sport |
| Rogers, Brandon | | Segerstrom | 2018-19 | Competitive Sport |
| Stevenson, Neil | | Segerstrom | 2018-19 | Competitive Sport |
| Tagaloo, Joseph | | Segerstrom | 2018-19 | Competitive Sport |
| Vu, Lan | | Segerstrom | 2018-19 | Competitive Sport |
| Wolfe, Michael | | Segerstrom | 2018-19 | Competitive Sport |
| Castaneda Alvarez, Paul | Valley | | 2018-19 | Competitive Sport |
| Conover, Matthew | Valley | | 2018-19 | Competitive Sport |
| Corradino, Damian | Valley | | 2018-19 | Competitive Sport |

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 9, 2018

| LAST NAME | POSITION | SITE | EFF. DATE | COMMENTS |
|---|-----------------|----------------|------------------|-------------------|
| CONSENTS FOR THE 2018-2019 SCHOOL YEAR - E.C. 44258.7(b) (Continued) | | | | |
| Cozens, Tara | | Valley | 2018-19 | Competitive Sport |
| Fonseca Chavez, Dulce | | Valley | 2018-19 | Competitive Sport |
| Fowler, Aemon | | Valley | 2018-19 | Competitive Sport |
| Lutack, Ian | | Valley | 2018-19 | Competitive Sport |
| McCamish, Scott | | Valley | 2018-19 | Competitive Sport |
| Mohr, Lawrence | | Valley | 2018-19 | Competitive Sport |
| Ortiz, Brenda | | Valley | 2018-19 | Competitive Sport |
| Sanchez, Rudy | | Valley | 2018-19 | Competitive Sport |
| Shimasaki, Darren | | Valley | 2018-19 | Competitive Sport |
| Terwilliger, Erik | | Valley | 2018-19 | Competitive Sport |
| Watkins, Christopher | | Valley | 2018-19 | Competitive Sport |
| CONSENTS FOR THE 2018-2019 SCHOOL YEAR - E.C. 44258.2 | | | | |
| Armstrong, Mark | | McFadden | 2018-19 | Language Arts |
| Clupper, Michael | | Villa | 2018-19 | Science |
| Gomez-Greenberg, Maria-Lucia | | Lathrop | 2018-19 | Spanish |
| Hurtado, Catherine | | Willard | 2018-19 | Science |
| Lenon, Jan | | Villa | 2018-19 | Science |
| CONSENTS FOR THE 2018-2019 SCHOOL YEAR - E.C. 44263 | | | | |
| Hinman, Robert | | Santa Ana | 2018-19 | English |
| Van Dusen, Kathy | | Middle College | 2018-19 | Social Science |

CERTIFICATED PERSONNEL CALENDAR

**Personnel Calendar
Board Meeting - October 9, 2018**

| LAST NAME | POSITION | SITE | EFF. DATE | COMMENTS |
|---|---|-------------------------------|-----------------------------------|---|
| CONSENTS FOR THE 2018-2019 SCHOOL YEAR - E.C. 44256(b) | | | | |
| Alexander, Russell | | Lathrop | 2018-19 | Science |
| Carver, Jill | | MacArthur | 2018-19 | Math |
| Faust, Eric | | Willard | 2018-19 | Math |
| Garcia, Teresa | | Mendez | 2018-19 | Math |
| RESCINDED 39-MONTH REEMPLOYMENT | | | | |
| | | | | |
| Keefe, Robin | Teacher | Washington | May 30, 2018 - August 30, 2021 | |
| REASSIGNMENTS 2018-19 | | | | |
| | | | | |
| Dallazen, Marcia-Deloi | Coordinator of Special Education Services | Transition Programs | August 29, 2018 | From Program Specialist at Special Education to Coordinator of Special Education Services at Transition Programs |
| Romeo, Sharon | Curator of Partnerships & Projects | K-12 Teaching and Learning | September 17, 2018 | From Teacher at Mendez to Curator of Projects & Partnerships at K-12 Teaching and Learning |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 9, 2018

| LAST NAME | POSITION | SITE | EFF. DATE | COMMENTS |
|---|--|---|--|-----------------|
| RETIREMENTS | | | | |
| | | | | |
| Fox, Larry | Plumber II | Building Services | December 28, 2018 | |
| Sanchez, Alfredo | Plant Custodian Elementary | Pio Pico | October 31, 2018 | |
| Smith, Mercedes | Nutrition Services Assistant | Valley | December 28, 2018 | |
| Zanella, Patricia | Student Support Paraprofessional Special Education | MacArthur | September 18, 2018 | |
| RESIGNATIONS | | | | |
| | | | | |
| Adame, Al | Computer Technician I | Franklin | September 28, 2018 | |
| Aguilar, Cesar Jr. | Activities Monitor | Esqueda | September 14, 2018 | |
| Austria, Desiree | Site Coordinator | Monte Vista | September 28, 2018 | |
| Barcenas Pintor, Patricia | Activities Monitor | Garfield | August 17, 2018 | |
| Barraza, Ana | Activities Monitor | Lincoln | September 17, 2018 | |
| Butzer, Chelsea | Activities Monitor | Santa Ana | July 31, 2018 | |
| De Santiago-Knuth, Angela | Licensed Vocational Nurse | Health/Home- Hospital Instr. | July 20, 2018 | |
| Escobar, Alexis | After School Instructional Provider | After School Programs | September 25, 2018 | |
| Fatima, Ambreen | Student Support Paraprofessional Special Education | Roosevelt | October 3, 2018 | |
| Franco, Leticia | Activities Monitor | Thorpe | September 28, 2018 | |
| Furlong, Shirley Gonzalez Perez, Emmanuel | Licensed Vocational Nurse After School Instructional Provider | Health/Home- Hospital Instr. Sierra | September 14, 2018 September 19, 2018 | |

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 9, 2018

| LAST NAME | POSITION | SITE | EFF. DATE | COMMENTS |
|---|---------------------------------------|----------------------------------|-------------------------------------|------------------------------|
| RESIGNATIONS (Continuation) | | | | |
| Lizarraga, Kamilee | Activities Monitor | Esqueda | September 14, 2018 | |
| Luviano, Estefania | Activities Monitor | Wilson | May 31, 2018 | |
| Navarro, Jessenia | Activities Monitor | Saddleback | August 25, 2018 | |
| Nuñez, Vanessa | After School Instructional Provider | After School Programs | September 14, 2018 | |
| Salcedo, Yesenia | Activities Monitor | Thorpe | May 31, 2018 | Instr. Asst. Provider/Thorpe |
| Sanchez, Rocio | Site Clerk | Santiago | September 7, 2018 | |
| Sandhu, Jaimie | Instructional Asst. Severely Disabled | Sepulveda | September 5, 2018 | |
| Varela, Victoria | After School Instructional Provider | Sierra | September 14, 2018 | |
| Vega, Ruth | Licensed Vocational Nurse | Health/Home-Hospital Instruction | September 24, 2018 | |
| Villanueva Alvarez, Juan Jose | Categorical Budget Analyst | Budget | October 3, 2018 | |
| RESIGNATION (RESCIND) | | | | |
| Aguilar, Hephzibah | Licensed Vocational Nurse | Health/Home-Hospital Instruction | September 7, 2018 | Rescind |
| LEAVE (21 duty days or more) - Without Pay | | | | |
| Leon, Andre | Instructional Asst. Severely Disabled | Transition Program | October 1, 2018 - December 14, 2018 | Personal |

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 9, 2018

| LAST NAME | POSITION | SITE | EFF. DATE | COMMENTS |
|----------------------------------|-------------------------------------|----------------------------------|--------------------|-------------------|
| PROBATIONARY APPOINTMENTS | | | | |
| Aguayo Frausto, Deisy | Instructional Assistant Bilingual | Lincoln | September 17, 2018 | Grade/Step 16/1 |
| Alvarez, Alina | Instructional Assistant Bilingual | Roosevelt | September 4, 2018 | Grade/Step 16/1 |
| Armenta-Herrera, Wendy | After School Instructional Provider | After School Programs | October 1, 2018 | Grade/Step 16/1 |
| Bustos Landa, Jenyffer | Site Clerk | Carr | September 18, 2018 | Grade/Step 24/1 |
| Camargo, Denise | Instructional Assistant Bilingual | Monte Vista | September 17, 2018 | Grade/Step 16/1 |
| Dominguez Rivera, Sandra | Instructional Assistant Bilingual | Taft DHH | September 11, 2018 | Grade/Step 16/1 |
| Encizo, Jessica | Instructional Assistant Bilingual | Roosevelt | September 13, 2018 | Grade/Step 16/1 |
| Gonzalez, Jessica | Preschool Teacher | ECE | September 28, 2018 | Grade/Step IIIB/1 |
| Gutierrez, Magde | Site Clerk | Saddleback | October 10, 2018 | Grade/Step 24/1 |
| Jimenez, Yanely | Library Media Technician | Carr | September 24, 2018 | Grade/Step 25/1 |
| Lara, Myra | Site Clerk | Harvey | October 1, 2018 | Grade/Step 24/1 |
| Le, Tiffany | Preschool Teacher | ECE | October 11, 2018 | Grade/Step IIIC/1 |
| Lemus, Jazmin | Site Clerk | Santiago | October 11, 2018 | Grade/Step 24/1 |
| Lopez, Josue | Stage Manager | Saddleback | October 10, 2018 | Grade/Step 28/1 |
| McGowan, Darlene | Instructional Asst. DHH Work Trng. | Taft DHH | August 24, 2018 | Grade/Step 20/1 |
| Olvera, Lizbeth | Instructional Assistant Bilingual | King | September 17, 2018 | Grade/Step 16/1 |
| Orozco-Enrique, Evangelina | Assessment & Data Specialist | Sierra | September 13, 2018 | Grade/Step 28/1 |
| Paliska, Linda | Licensed Vocational Nurse | Health/Home-Hospital Instruction | September 28, 2018 | Grade/Step 24/1 |
| Pantaleon, Daisy | Instructional Assistant Bilingual | Lincoln | October 1, 2018 | Grade/Step 16/1 |
| Quinoñes, Roxana | Preschool Teacher | ECE | September 24, 2018 | Grade/Step IIA/I |
| Ramirez, Edith | Site Clerk | Jefferson | September 26, 2018 | Grade/Step 24/6 |

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 9, 2018

| LAST NAME | POSITION | SITE | EFF. DATE | COMMENTS |
|---|-------------------------------------|----------------------------------|--------------------|---|
| PROBATIONARY APPOINTMENTS (Continuation) | | | | |
| Rojas, Ruben | After School Instructional Provider | After School Programs | September 17, 2018 | Grade/Step 16/1 |
| Saldana, Oscar | After School Instructional Provider | After School Programs | September 24, 2018 | Grade/Step 16/1 |
| Sauceda, Paola | Assessment & Data Specialist | Heninger | October 10, 2018 | Grade/Step 28/1 |
| Solorio, Alejandra | Instructional Assistant Biliterate | Pio Pico | September 17, 2018 | Grade/Step 16/1 |
| Tovar, Nancy | Instructional Assistant Biliterate | Roosevelt | September 17, 2018 | Grade/Step 16/1 |
| Trujillo, Jenny | Licensed Vocational Nurse | Health/Home-Hospital Instruction | September 20, 2018 | Grade/Step 24/1 |
| Villalpando, Rosa | Instructional Assistant Biliterate | Taft DHH | September 24, 2018 | Grade/Step 16/1 |
| PROMOTIONAL APPOINTMENTS | | | | |
| Baeza, Maria | Autism Paraprofessional | Franklin | August 28, 2018 | From SSP Sp. Ed. Grade/Step 19/2 to Grade/Step 24/1 |
| Carrillo, Arnold | Storekeeper | Nutrition Services | October 15, 2018 | From Delivery Driver Grade/Step 24/4 to Grade/Step 28/3 |
| Gutierrez, Blanca | SELPA Secretary | Special Education | September 17, 2018 | From Sr. Secretary Grade/Step 27/6 + Bil. to Grade/Step 35/5 + Bil. |

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 9, 2018

| LAST NAME | POSITION | SITE | EFF. DATE | COMMENTS |
|--|-------------------------------------|---------------------|--------------------|---|
| PROMOTIONAL APPOINTMENTS (Continuation) | | | | |
| Maynor, Amy | Autism Paraprofessional | Franklin | October 1, 2018 | From SSP Sp. Ed. Grade/Step 19/2 to Grade/Step 24/1 |
| Torres, Rosa | Secretary | Building Services | October 10, 2018 | From School Office Assistant Elem. Grade/Step 24/6 + Bil. to Grade/Step 25/6 + Bil. |
| REASSIGNMENTS (Change of work site) | | | | |
| Ramirez, Sylvia | Community & Family Outreach Liaison | Community Relations | July 18, 2018 | From Lathrop |
| Roberts, Desiree | Autism Paraprofessional | Edison | October 3, 2018 | From Madison |
| Sanchez, Sabrina | Instructional Assistant Biliterate | Esqueda | September 26, 2018 | From After School IP/After School Programs |
| ADJUSTMENT OF WORKING ASSIGNMENTS | | | | |
| Agapito Avelino, Nancy | Site Coordinator | Godinez | October 10, 2018 | From Heninger/4 hours to 8 hours |

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 9, 2018

| LAST NAME | POSITION | SITE | EFF. DATE | COMMENTS |
|---|--|--------------------|--|---|
| ADJUSTMENT OF WORKING ASSIGNMENTS (Continuation) | | | | |
| Cortes, Yvette | Library Media Technician | Santiago | October 1, 2018 | From Library Media Tech. Lowell/5.75 hours to 8 hours |
| TEMPORARY ASSIGNMENTS | | | | |
| Covarrubias, Alma | Nutrition Services Lead Satellite | Nutrition Services | September 10, 2018 - September 21, 2018 | Grade/Step 17/6 |
| Estolano-Castro, Alma | Plant Custodian Elementary | Building Services | September 7, 2018 - September 17, 2018 | Grade/Step 28/1 |
| Fernandez, Felix | Roving Lead Custodian | Building Services | May 7, 2018 - June 18, 2018 | Grade/Step 28/5 + Diff. |
| Figueroa, Roxana | Site Clerk | Heroes | September 20, 2018 - October 5, 2018 | Grade/Step 24/1 |
| Giron de Castro, Julia | Roving Lead Custodian | Villa | September 10, 2018 - September 24, 2018 | Grade/Step 28/1 + Diff. |
| Gonzalez, Mayra | Personnel Clerk | Human Resources | September 18, 2018 - September 28, 2018 | Grade/Step 22/2 |
| Gonzalez de Lopez, Maria | Nutrition Services Lead Satellite | Nutrition Services | September 24, 2018 - October 31, 2018 | Grade/Step 17/6 |
| Rios, Leticia | Nutrition Services Lead Production Kitchen | Nutrition Services | March 26, 2018 - April 30, 2018 | Grade/Step 21/5 |
| Rodriguez, Steven | Plant Custodian Elementary | Building Services | September 12, 2018 - September 19, 2018 | Grade/Step 28/3 |

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 9, 2018

| LAST NAME | POSITION | SITE | EFF. DATE | COMMENTS |
|---|----------------------------------|-------------------|--|-----------------|
| TEMPORARY ASSIGNMENTS (Continuation) | | | | |
| Tapia Mendoza, Ana | Computer Technician I | Greenville | September 17, 2018 - October 5, 2018 | Grade/Step 28/5 |
| Torres, Roman | Director of Building Services | Building Services | September 19, 2018 - September 24, 2018 | Level/Step 52/1 |
| Viramontes, Esteban | Maintenance Worker II | Building Services | September 17, 2018 - November 30, 2018 | Grade/Step 30/5 |
| HOURLY APPOINTMENTS | | | | |
| Bravo, Raul | Instructional Assistant Provider | Mendez | September 26, 2018 | |
| Garduno, Elizabeth | Instructional Assistant Provider | Thorpe | September 20, 2018 | |
| Leanos, Natalia | Instructional Assistant Provider | Thorpe | September 21, 2018 | |
| Martinez, Jennifer | Instructional Assistant Provider | ALA | September 21, 2018 | |
| Meza, Sally | Instructional Assistant Provider | Villa | September 19, 2018 | |
| Nieto, Elizabeth | Instructional Assistant Provider | Villa | September 19, 2018 | |
| Salcedo, Yesenia | Instructional Assistant Provider | Thorpe | September 21, 2018 | |
| Segura, Kevin | Instructional Assistant Provider | Century | September 19, 2018 | |
| Solorio, Hedio | Instructional Assistant Provider | Godinez | September 17, 2018 | |
| Uriostegui, Carolina | Instructional Assistant Provider | Willard | September 18, 2018 | |
| SUBSTITUTES | | | | |
| Acosta, Jacqueline | Clerical | | September 14, 2018 | Grade/Step 20/1 |
| De La Roca, Jullian | Instructional Assistant | | September 18, 2018 | Grade/Step 19/1 |
| Enriquez, Janet | Clerical | | September 6, 2018 | Grade/Step 20/1 |

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 9, 2018

| LAST NAME | POSITION | SITE | EFF. DATE | COMMENTS |
|-----------------------------------|-------------------------|-------------|--------------------|------------------|
| SUBSTITUTES (Continuation) | | | | |
| Garcia, Zayra | Instructional Assistant | | September 14, 2018 | Grade/Step 19/1 |
| Gonzalez, Andrea | Clerical | | September 19, 2018 | Grade/Step 20/1 |
| Guerra, Emanuel | Instructional Assistant | | September 19, 2018 | Grade/Step 19/1 |
| Guillen, Carmen | Clerical | | September 11, 2018 | Grade/Step 20/1 |
| Guillen, Sandra | Instructional Assistant | | September 7, 2018 | Grade/Step 19//1 |
| Guzman, Erica | Clerical | | September 14, 2018 | Grade/Step 20/1 |
| Jaramillo, Mario | Instructional Assistant | | September 19, 2018 | Grade/Step 19/1 |
| Linares McOwen, Leslie | Clerical | | September 11, 2018 | Grade/Step 20/1 |
| Mikhail, Eva | Instructional Assistant | | September 19, 2018 | Grade/Step 19/1 |
| Montenegro Loaiza, Kathy | Instructional Assistant | | September 14, 2018 | Grade/Step 19/1 |
| Moreno, Suzanne | Instructional Assistant | | September 14, 2018 | Grade/Step 19/1 |
| Morones Ramirez, Oscar | Custodian | | September 11, 2018 | Grade/Step 23/1 |
| Muñiz, Chris | Clerical | | September 11, 2018 | Grade/Step 20/1 |
| Nieto, Esmeralda | Instructional Assistant | | September 11, 2018 | Grade/Step 19/1 |
| Petty, Ann | Clerical | | September 11, 2018 | Grade/Step 20/1 |
| Phabsomphou, Christina | Instructional Assistant | | September 12, 2018 | Grade/Step 19/1 |
| Uresti, Daniel | Clerical | | September 11, 2018 | Grade/Step 20/1 |
| Rodriguez, Stephen | Instructional Assistant | | September 19, 2018 | Grade/Step 19/1 |
| Sanchez, Norma | Clerical | | September 14, 2018 | Grade/Step 20/1 |
| Torres, Amber | Instructional Assistant | | September 19, 2018 | Grade/Step 19/1 |
| Verduceo, Maria | Clerical | | September 11, 2018 | Grade/Step 20/1 |
| ATHLETIC SPECIALIST | | | | |
| Ayala, Luis | Athletic Specialist | Godinez | September 28, 2018 | |

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 9, 2018

| LAST NAME | POSITION | SITE | EFF. DATE | COMMENTS |
|---|---------------------|-------------|--------------------|-----------------|
| ATHLETIC SPECIALIST (Continuation) | | | | |
| Bustos, Jose | Athletic Specialist | Santa Ana | September 24, 2018 | |
| Carter, Zachary | Athletic Specialist | Valley | September 25, 2018 | |
| Diaz, Israel | Athletic Specialist | Godinez | September 19, 2018 | |
| Sanchez, Raena | Athletic Specialist | Saddleback | September 24, 2018 | |

AGENDA ITEM BACKUP SHEET
October 9, 2018

Board Meeting

TITLE: SAUSD Youth Diversion Program

ITEM: Presentation

SUBMITTED BY: Sonia Llamas, Ed.D., L.C.S.W., Assistant Superintendent, School Performance and Culture

PREPARED BY: Anastasia Smith, Chief of Police, Santa Ana School Police Department
Heidi Cisneros, Director, Pupil Support Services

BACKGROUND INFORMATION:

The purpose of this agenda item is to give an overview to the Board about the SAUSD Youth Diversion Program.

| ITEM SUMMARY: |
|---|
| <ul style="list-style-type: none">• Presented for informational purposes. |

RATIONALE:

The SAUSD Youth Diversion Program is a collaboration with Santa Ana School Police and Pupil Support Services. Students are identified by School Police to the Diversion Program. Pupil Support Services than works with Master's level interns to access interventions. These interventions focus on a School Engagement Plan, Restorative Interventions, and assess student/family needs along with case management completion.

LCAP goal 3: Cultivate and maintain a healthy, safe, secure, and respectful school and working environment for all.

Action 3.5: Ensure equitable access for all students to the core instructional program through District-wide implementation of Positive Behavior Interventions and Supports (PBIS) by embedding restorative and trauma informed practices and social emotional learning into school structures.

Service 3.05005: Restorative practices.

FUNDING:

No Fiscal Impact

RECOMMENDATION:

For informational purposes.

SAUSD Youth Diversion Program



Collaboration of
Santa Ana School Police
Department and
Pupil Support Services

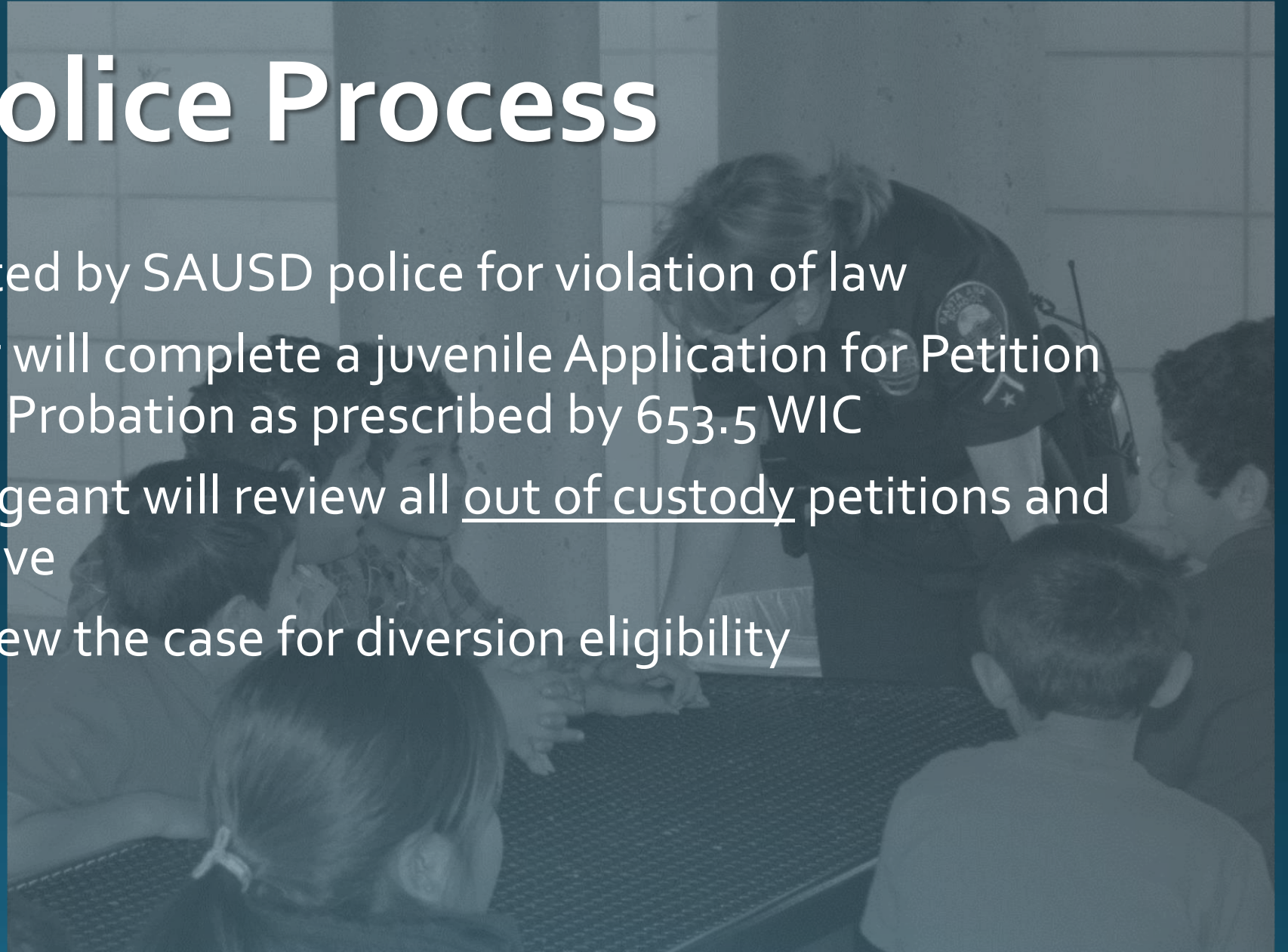


Objectives and LCAP Goals

- **LCAP Goals 3:**
 - Maintain healthy, safe, secure, and respectful school and working environment for all
- **LCAP Goal 4**
 - Implement a robust Multi-tiered System of support (MTSS) framework that provides timely and responsive support to targeted students within identified subgroups to meet individual academic, behavioral and social-emotional learning (SEL) needs. (Targeted support)
- **Program Objective:** SAUSD and School Police contacts (arrests) that are eligible will be provided in house diversion which will be personalized for each students needs.

School Police Process

- Juvenile is contacted by SAUSD police for violation of law
- Contacting officer will complete a juvenile Application for Petition to Orange County Probation as prescribed by 653.5 WIC
- Investigations Sergeant will review all out of custody petitions and assign to a detective
- Detective will review the case for diversion eligibility



School Police Process (continued)

- Detective will submit to Pupil Support Services the following (within 3 business days):
 - * School Diversion Referral Form
(Student, Offense, Contact info, date required to complete Diversion Contract)
- Pupil Support Services will contact juvenile and family, enroll them into appropriate program, and formalize Diversion contract.
- School Police will document the referral & completion of diversion into RiMS (Record Incident Management System will always be checked for prior diversion recommendations)
- If the juvenile fails diversion, the detective will submit the petition and case to Juvenile Probation
- A failed diversion will be documented in RiMS

Exclusions from Eligibility

All 707(b) cases (regardless of age)

- 30 criminal violations outlined (murder, robbery, rape, etc.)

Felonies

- If 14 yrs of age or older on date of offense
- If under 14 yrs of age on date of offense and there is a prior felony referred to Probation

Exclusions (continued)

- **Sales or Possession for Sales of a controlled substance** as defined in Chapter 2 (H&S 11053 of Division 10)
- **Restitution is over \$1,000** owed to any victim

Regardless of Age:

- Violation of 11350 and 11377 H&S took place at school
- 245.5 PC – ADW on a school employee
- 626.9 PC – Bring or possess firearm on campus
- 626.10 PC – possession of knives, razors, tasers, stun guns on school grounds
- 186.22 PC – Gang activity
- Previous Probation case

**ORANGE COUNTY PROBATION DEPARTMENT – CUSTODY INTAKE
RISK ASSESSMENT INSTRUMENT**

RAI Screener _____

Juvenile Name: _____ DOB: ____/____/____ DL# _____
 Intake Date: ____/____/____ Time: _____ Ethnicity: _____ Gender: Male Female
 Referral Offense(s): _____ Arresting Agency: _____

I. Automatic Detention Cases:

- | | |
|--|--------|
| 1. Non-Discretionary Warrant/Warrant Requested..... | Detain |
| 2. Escape from Probation facility, electronic monitoring | Detain |
| 3. Courtesy Hold | Detain |
| 4. Court Replacement | Detain |
| 5. Court Certification | Detain |
| 6. Drug Court Violation | Detain |
| 7. Gang Injunction Violation..... | Detain |
| 8. HSP Violation | Detain |
| 9. 778 | Detain |
| 10. Transfer In | Detain |

Do not detain on 300 WIC Warrants

II. Offense:

Most serious instant offense: (Choose only one item indicating the most serious charge. Discretionary warrant bookings are scored according to the underlying offense.)

- | | |
|---|---------------|
| Most Serious Offense Code _____ | |
| 1. 707(b) WIC, Violent and Serious Felonies | 13 |
| 2. Possession of a Firearm | 13 |
| 3. Felony Sex Offense | 10 |
| 4. Sale or Possession for Sale of Drugs | 8 |
| 5. Other: (a) Felony or Misdemeanor Drug Possession | Do not detain |
| (b) Felony Property Crimes | 3 |
| (c) Other Felony crimes | 4 |
| 6. Misdemeanors with Violence | 4 |
| 7. Other Misdemeanors | 2 |
| 8. 777(a) WIC (Violation of Probation) w/ Director's approval for override..... | 0 |

Offense Points _____

III. Aggravating Factors: (Add all that apply, up to 3 points)

An Aggravating Factor cannot be scored if it is the same as the most serious alleged offense.

- | | |
|---|---|
| 1. Pending felony application for petition (not yet filed) | 1 |
| 2. Attempt to flee or resist arrest | 2 |
| 3. Under the influence of drugs during commission of crime | 1 |
| 4. Gang enhancement | 1 |
| 5. Two or more adjudicated felony petitions in last 12 months | 1 |
| 6. Minor not on probation - had multiple felony/misd. petitions sustained in the past 24 months | 1 |

Aggravation Points _____

IV. Mitigating Factors: (Subtract all that apply, up to 3 points)

- | | |
|--|----|
| 1. Involvement in offense was remote, indirect, or minor played a minor role in the crime..... | -1 |
| 2. No arrest within the last 12 months | -1 |
| 3. First offense (Does not apply to violent offenses) | -1 |
| 4. Minor is 12 years old or under | -1 |
| 5. Family member or caretaker able to assume responsibility for minor | -1 |
| 6. Minor demonstrates stability in school or employment | -1 |

Mitigation Points _____

V. Offense History – Most serious adjudicated petitions during the past 24 months (Choose only one item):

(725 WI is an adjudication. 654 WI, DEJ and Truancy Court are not. DEJ and Drug Court are considered probation. 654 WI, 725 WI, and Truancy Court are informal.)

- | | |
|--|---|
| 1. Minor currently on probation for a 707(b) offense..... | 5 |
| 2. Minor currently on probation for a felony, non 707(b) offense..... | 3 |
| 3. Minor currently on probation for a misdemeanor offense | 1 |
| 4. Minor currently on informal probation or 654 status with the Court..... | 1 |
| 5. Minor not on probation but has a pending felony petition filed by the DA at the time of new offense | 2 |

Offense History Points _____

Youth Diversion Support Team

- Bachelor's and Master's Level Interns will be recruited from Social Work Programs from local Universities.
- Interns will be supervised by Coordinator of Mental Health and Support.



Youth Diversion Case Management Services



- Youth Diversion team members will provide case management services that will include the following:
 - Developing School Engagement Plan
 - Implementing Restorative/Restitution Intervention
 - Providing assessment of student/family needs
- Case management services will be provided for approximately 6 to 8 weeks
- Parent and Student must agree to the terms and conditions to the voluntary contract

Youth Diversion Program : Timeline

- 9/30/2018
 - Coordinator of Mental Health and Support on boarded and prepared to begin implementation
 - Development of materials including intake form and case management documentation
 - Recruitment of Interns from Social Work Programs from local Universities
- 10/2018
 - Planning and scheduling of collaborative meetings
- 11/2018
 - On boarding of BSW and some MSW Interns
 - Implementation of Services
- 1/2019
 - Continued on boarding of MSW Interns

Youth Diversion Program- Flow Chart

Collaboration Of Santa Ana School Police Department & Pupil Support Services

SAUSD PD Protocol

- Upon receiving the Juvenile Contact report the Detective will review and verify eligibility
- PSS will receive the notification for a Diversion eligible juvenile within 3 days
- If the juvenile fails Diversion or refuses to participate, PSS will notify School Police within 3 days
- School Police will prepare the petition and refer to the Juvenile Court
- School Police will notify the juvenile and parent/guardian of the referral to Juvenile Court

Mental Health Coordinator

Master's Level Interns will develop School Engagement Plan, Restorative Intervention, and assess student/family needs, and case management completion. Staff will be supervised by MH Coordinator

School Engagement Plan Restorative Strategy/ Restitution Mental Health and Other Critical Needs

Program Evaluation
June 2018

On-going Case Management Updates

Youth Diversion Program Analysis

- School Police verify case resolution
- Pupil Support Services will complete a program analysis and review of student success/outcomes
- Program assessment will include long term effects of interventions after reviewing discipline, attendance and academic performance data
- Quarterly collaborative program and case review

AGENDA ITEM BACKUP SHEET
October 9, 2018

Board Meeting

TITLE: State of Family and Community Engagement Fall 2018 Update

ITEM: Presentation

SUBMITTED BY: Sonia Llamas, Ed.D., L.C.S.W., Assistant Superintendent, K-12 School Performance and Culture

PREPARED BY: Susie Lopez-Guerra, Ed.D., Director, Community Relations

BACKGROUND INFORMATION:

The purpose of this agenda item is to present to the Board an update on the State of Family and Community Engagement (FACE) Fall 2018 within the District.

| ITEM SUMMARY: |
|---|
| <ul style="list-style-type: none">• Presented for informational purposes. |

RATIONALE:

The Board will be provided with information regarding the Dual Capacity-Building Framework. It is a comprehensive strategy for implementation of family and community engagement for established and coordinated resource delivery within Wellness Centers throughout the District. It is a compass for a collaborative journey where families take part of student's educational journey in collaboration with school and community. These initiatives include direct family outreach programming, support for school-based family outreach, coordination of partnerships, and parent leadership and advocacy. This presentation will show what has been completed, current progress, and what is to come with FACE.

LCAP goal 3: Cultivate and maintain a healthy, safe, secure, and respectful school and working environment for all.

Action 3.4: Support outreach to students, staff, and parents to establish welcoming and inclusive school environments via anti-bullying awareness, LGBT safe and sensitive school campaigns, suicide prevention and, school-based wellness resource centers.

Service 3.04005: School-based wellness resource centers.

FUNDING:

No Fiscal Impact

RECOMMENDATION:

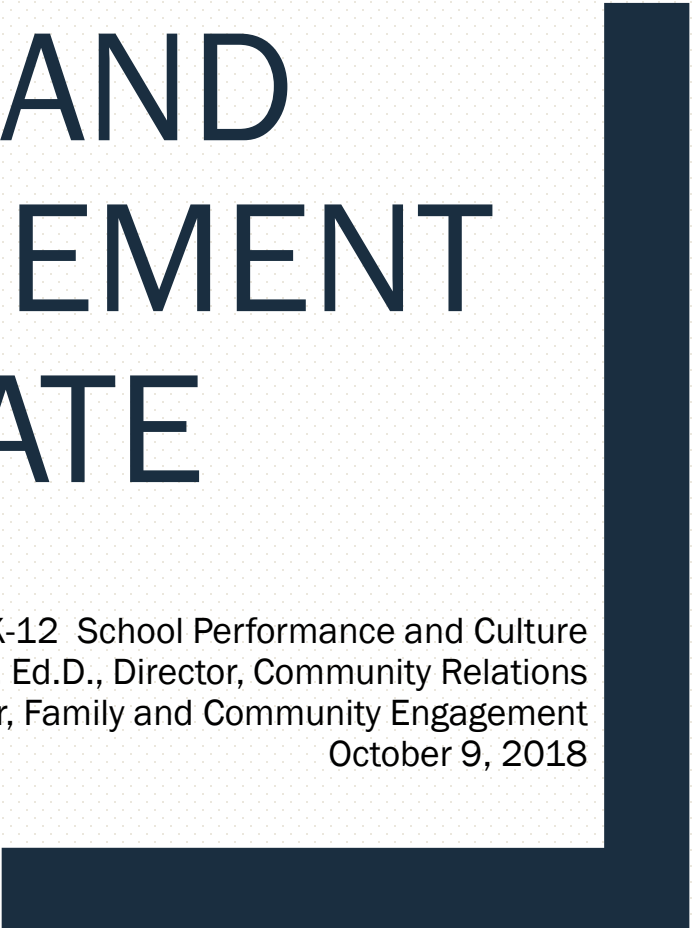
For informational purposes.

SL:SLG:sz



STATE OF FAMILY AND COMMUNITY ENGAGEMENT FALL 2018 UPDATE

Sonia Llamas, Ed.D., L.C.S.W., Assistant Superintendent, K-12 School Performance and Culture
Susie Lopez-Guerra, Ed.D., Director, Community Relations
Martha Rivera, Coordinator, Family and Community Engagement
October 9, 2018



Family and Community Engagement

- A child's adult caretaker
- Effectively support
- Systematic engagement
- Inclusion of families

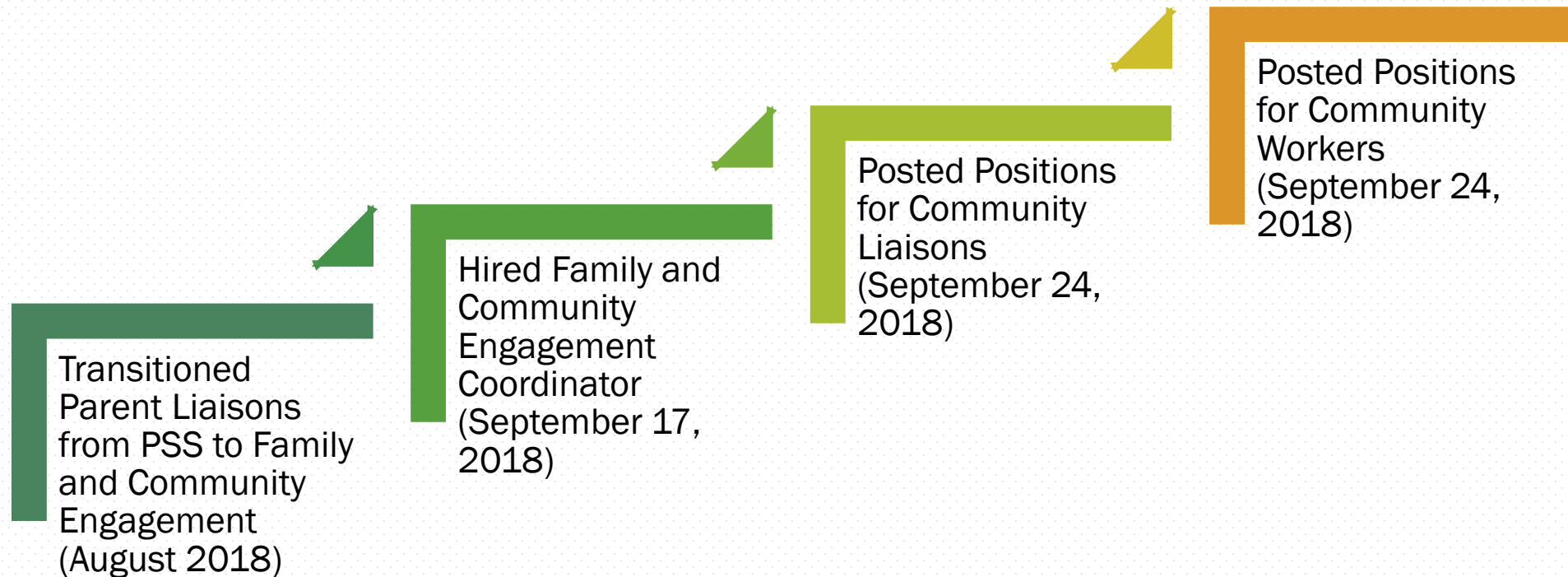




FACE PLAN

Staffing
Professional Development
Outreach
Capital Needs

Staffing Progress



Staffing Update

Current Staff

- FACE Coordinator
- 9 Community Liaisons
- 4 Intermediate Schools
- 6 High Schools (Griset & Chavez combined)

Phase 1

- 16 Elementary Schools (8 Community Workers)

Phase 2

- 10 Elementary Schools (5 Community Workers)
- 5 Intermediate Schools (5 Community Liaisons)

Phase 3

- 10 Elementary Schools (5 Community Workers)
- 5 High Schools (5 Community Liaisons)

Professional Development

Site Administrators

4 FACE Break-Out Sessions

1 Keynote Management

Community Liaisons and Workers

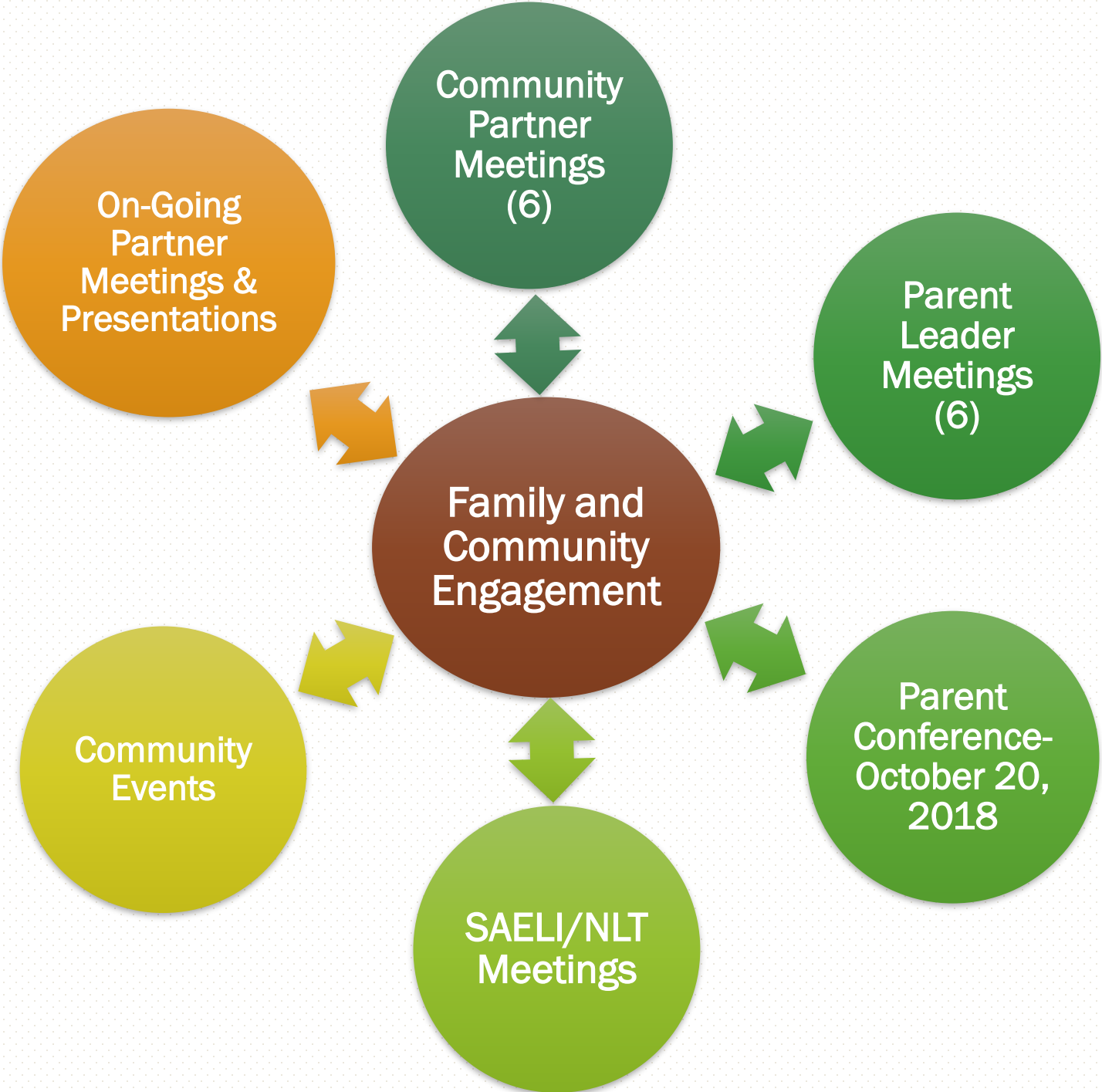
Monthly Meetings

DELAC/DAC

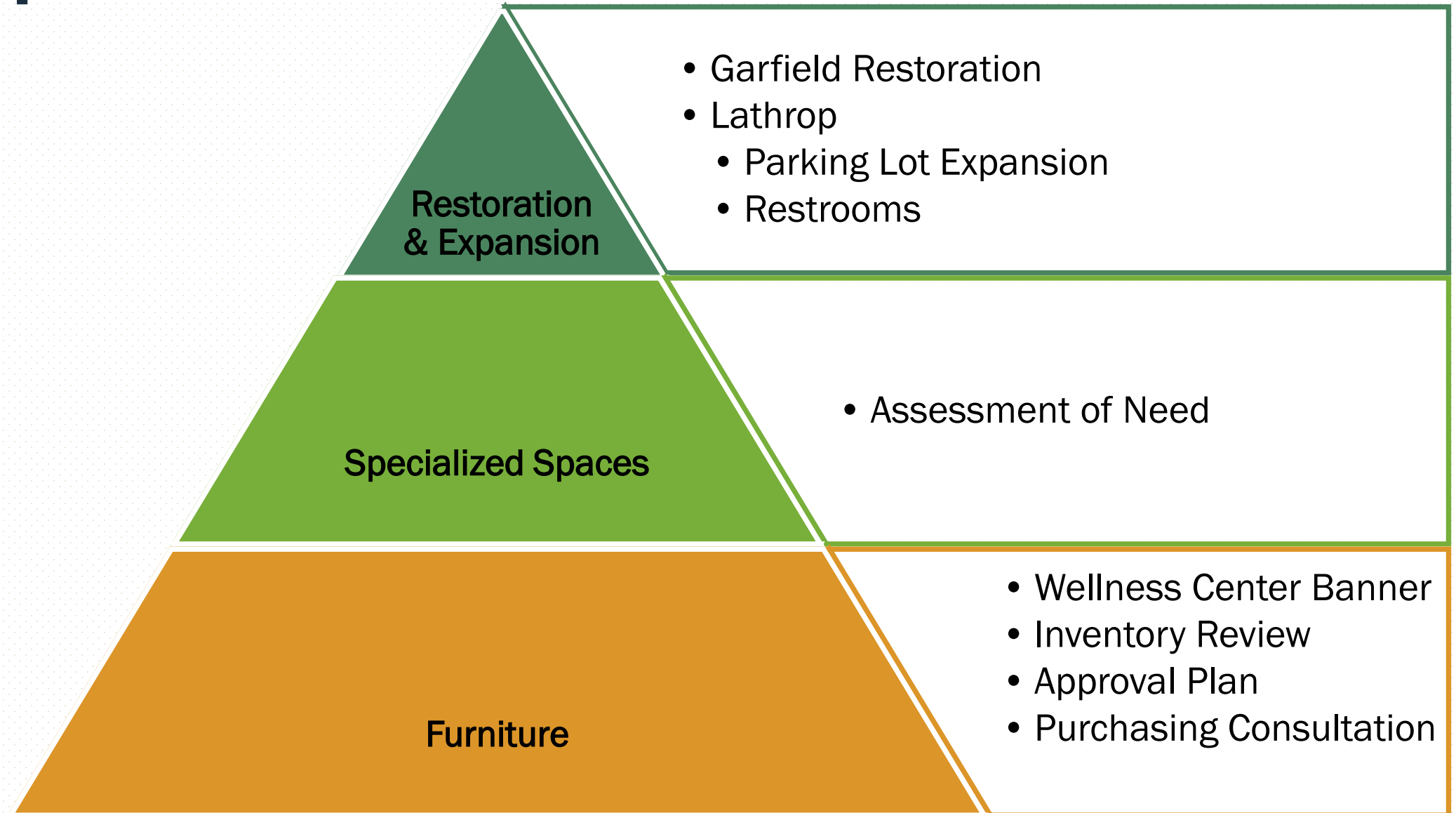
Monthly Meetings

Customer Service and FACE Trainings

Outreach



Capital Needs





QUESTIONS?

Thank you!

AGENDA ITEM BACKUP SHEET
October 9, 2018

Board Meeting

TITLE: **Review Statement of Assurance for Sufficiency of Pupil Textbooks and Instructional Materials for 2018-19 School Year, per Education Code Sections 60119 and 60422**

ITEM: **Public Hearing**
SUBMITTED BY: **Alfonso Jimenez, Ed.D., Deputy Superintendent, Educational Services**

BACKGROUND INFORMATION:

The purpose of this agenda item is to conduct a public hearing at the Board of Education meeting, as part of the requirement by Education Code Sections 60119 and 60422 and the Williams Legislation, to review the Statement of Assurance for Sufficiency of Pupil Textbooks and Instructional Materials for the 2018-19 school year.

| ITEM SUMMARY: |
|---|
| Required by law for Board members to hold a public hearing and take action on or before the end of the eighth week from the first day students attend school for that year, assuring each student in each school has sufficient textbooks or instructional materials, of both, that are aligned to the content standards adopted by the State |

RATIONALE:

Education Code Sections 60119 and 60422 require the governing board of any local agency receiving instructional material funds from any State source to hold a public hearing annually and encourage participation by parents, teachers, members of the community, and bargaining unit leaders.

LCAP Goal: 1 All Students will have equitable access to a high-quality core curricular and instructional program.

Action: 1.1 Provide equitable student access to a high quality rigorous, CA state standards-based, core instructional program with CA standards aligned instructional materials, differentiated academic supports, aligned assessments, and technology-based resources.

Services: 1.01001 District Approved State Adopted Textbooks

FUNDING:

No Fiscal Impact

RECOMMENDATION:

Conduct a public hearing to review the Statement of Assurance for Sufficiency of Pupil Textbooks and Instructional Materials for 2018-19 School Year, per Education Code Sections 60119 and 60422.

AJ:mo



Santa Ana Unified School District
Educational Services

NOTICE OF PUBLIC HEARING

Pursuant to Education Code §42605, the Santa Ana Unified School District Board of Education Hereby Gives Notice that a Public Hearing will be held as follows:

TOPIC OF HEARING:

**Review of Statement of 2018-19 Assurance for Pupil Textbooks
and Instructional Materials per Education Code Sections 60119
and 60422 and the Williams Legislation
Effective January 1, 2005**

**Educational Services, Assistant Superintendent
SANTA ANA UNIFIED SCHOOL DISTRICT – 2nd Floor
1601 E. Chestnut Avenue
Santa Ana, California 92701**

**After the Public Hearing, the Santa Ana Unified School District Board of Education
will adopt Resolution 18/19-3253 Assuring Availability of Textbooks and Instructional
Materials for the 2018-19 School Year**

HEARING DATE: Tuesday, October 9, 2018

TIME: Approximately 6:00 p.m.

**LOCATION: Santa Ana Unified School District Office
Board Room
1601 E. Chestnut Avenue
Santa Ana, CA 92701**

FOR ADDITIONAL INFORMATION CONTACT:

**Alfonso Jimenez, Ed.D.,
Deputy Superintendent, Educational Services
(714) 558-5523**



Distrito Escolar Unificado de Santa Ana
Servicios Educativos

AVISO DE AUDIENCIA PÚBLICA

De conformidad con Código de Educación §42605, la Mesa Directiva del Distrito Escolar Unificado de Santa Ana da aviso de que se llevará a cabo una Audiencia Pública con respecto a:

TEMA DE LA AUDIENCIA:

Revisión de la Declaración de 2018-19 Aseguramiento de Libros de Texto y Materiales Instructivos para alumnos Conforme las Secciones 60119 y 60422 del Código Educativo y la Legislación Williams Vigente desde el 1º de enero del 2005

**Servicios Educativos, Asistente del Superintendente
Distrito Escolar Unificado de Santa Ana – 2º Piso
1601 E. Chestnut Avenue
Santa Ana, California 92701**

Después de la Audiencia Pública, la Mesa Directiva del Distrito Escolar Unificado de Santa Ana adoptará la Declaración 18/19-3253 para asegurar Libros de Texto y Materiales Instructivos para el año escolar 2018-19

FECHA DE AUDIENCIA: Martes, 9 de octubre del 2018

HORA: Aproximadamente 6:00 p.m.

**LUGAR: Distrito Escolar Unificado de Santa Ana
Salón de la Mesa Directiva
1601 E. Chestnut Avenue
Santa Ana, CA 92701**

PARA INFORMACIÓN ADICIONAL, FAVOR DE COMUNICARSE CON:

**Alfonso Jimenez, Ed.D.
Superintendente Adjunto, Servicios Educativos
(714) 558-5523**

AGENDA ITEM BACKUP SHEET
October 9, 2018

Board Meeting

TITLE: **Adoption of Resolution No. 18/19-3253 – Statement of Assurance for Sufficiency of Pupil Textbooks and Instructional Materials for 2018-19 School Year**

ITEM: **Action**
SUBMITTED BY: **Alfonso Jimenez, Ed.D., Deputy Superintendent, Educational Services**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board adoption of Resolution No. 18/19-3253 assuring that every pupil in the District has sufficiency textbooks and/or instructional materials, including English Language Learners, within the first eight weeks of the 2018-19 school year.

The Williams Legislation, effective January 1, 2005, altered the previous requirements for district compliance and certification of adequate instructional materials. Board Education Code Sections 60119 and 60422 require the governing board of any local agency receiving instructional material funds from any State source to hold a public hearing annually to determine whether sufficient pupil core instructional materials or textbooks are available for each student within the first eight weeks of school.

| ITEM SUMMARY: |
|--|
| Required by law for Board members to adopt a resolution and take action on or before the end of the eight week from the first day students attend school for that year, assuring each student in each school has sufficiency textbooks or instructional materials, or both, that are aligned to the content standards adopted by the State |

RATIONALE:

To comply with the Williams Legislation, Resolution No. 18/19-3253 is being submitted, wherein the Superintendent has determined and certifies that every student in the District has, in the 2018-19 school year, sufficient pupil textbooks and/or instructional materials or both, in each of the following subjects, consistent with the content and cycles of the curriculum frameworks adopted by the State Board of Education:

- Mathematics
- Science
- History/Social Science
- English/Language Arts, including the English language development component of an adopted program
- Visual and performing arts

The Superintendent has also determined the availability of laboratory science equipment as applicable to science laboratory courses offered in grades 9-12, inclusive.

LCAP Goal: 3 Cultivate and maintain a healthy, safe, secure, and respectful school and working environmental for all.

Action: 3.7 Support the enhancement of school climate through smooth operations, processes, and customer service by ensuring that all staff engage in culturally proficient interaction with the public and customer service.

Services: 3.07025 District-wide Services

FUNDING:

No Fiscal Impact

RECOMMENDATION:

Adopt Resolution No. 18/19-3253 – Statement of Assurance for Sufficiency of Pupil Textbooks and Instructional Materials for 2018-19 school year.

AJ:mo

1 WHEREAS, a public hearing was held on October 9, 2019, at _____ o'clock, which is on or
2 before the eighth week of school and;

3 WHEREAS, the Board is required to make a determination, through a resolution, as to whether each
4 pupil in each school in the District has, sufficient textbooks or instructional materials, or both, that are aligned
5 to the content standards adopted pursuant to Education Code Section 60605 and Education Code 33126 in each
6 of the following subjects, as appropriate, that are consistent with the content and cycles of the curriculum
7 framework adopted by the State Board:

8 (i) Mathematics,

9 (ii) Science,

10 (iii) History-Social Science,

11 (iv) English/Language Arts, including the English language development component of an
12 adopted program,

13 (v) Visual and performing arts. (Not listed in 60605 or 33126)

14 NOW, THEREFORE BE IT RESOLVED, that the governing Board makes the determination that each
15 pupil of the District, has available sufficient textbooks or instructional materials, or both, that are aligned to
16 the content standards adopted pursuant to Education Code Section 60605 and Education Code Section 33126
17 in each subject listed above, consistent with the content and cycles of the curriculum framework adopted by
18 the State Board and adopted by this Board in accordance with the procedures as established.

19 BE IT FURTHER RESOLVED, that for the 2018-19 school year, the Santa Ana Unified School
20 District, has provided each pupil with sufficient textbooks or instructional materials, or both, that are aligned
21 to the content standards adopted pursuant to Education Code Section 60605 and Education Code Section 33126
22 in each subject listed above, consistent with the content and consistent with the cycles and content of the
23 curriculum framework adopted by the State Board for those subjects.

24 BE IT FURTHER RESOLVED, that for the 2018-19 school year, the Santa Ana Unified School
25 District has provided sufficient textbooks or instructional materials, or both, that are consistent with the content
26 and cycles of the curriculum frameworks adopted by the State Board, to each pupil enrolled in a foreign

1 language or health course, and that sufficient laboratory science equipment applicable to science laboratory
2 courses offered in grades 9 to 12, inclusive, is available to pupils.

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

5 AYES:

6 NOES:

7 ABSENT:

8 STATE OF CALIFORNIA)

9 COUNTY OF ORANGE)

10 I, Alfonso Alvarez, Ed.D., Clerk of the Board of Education of the Santa Ana Unified School District
11 of Orange County, California, hereby certify that the above and foregoing Resolution was duly and regularly
12 adopted by the said Board at a regular Board meeting thereof held on the 9th day of October, 2018, and passed
13 by a vote of ___ of said Board.

14

15 **IN WITNESS WHEREOF**, I have hereunto set my hand this 9th day of October, 2018.

16

17

18

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25

26

Resolution #18/19-3253

Alfonso Alvarez, Ed.D.
Clerk of the Board of Education

AGENDA ITEM BACKUP SHEET
October 9, 2018

Board Meeting

TITLE: Adoption of Resolution No. 18/19-3261 – Authorizing the Filing of Career Technical Education Facilities Grant Applications to the State School Facilities Program for Proposition 51 Funding

ITEM: Action

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

PREPARED BY: Don Isbell, Director of Career Technical Education

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board adoption of Resolution No. 18/19-3261 authorizing the filling of Career Technical Education Applications to the State School Facilities Program for Proposition 51 Funding.

| ITEM SUMMARY: |
|---|
| Resolution approval is required to be eligible to apply for upcoming Career Technical Education state funding |

RATIONALE:

The District is seeking Career Technical Education (CTE) State grant funding for projects at Century, Saddleback, Santa Ana, Segerstrom, and Valley High Schools for the CTE program at each site. The State requires this Board Resolution to submit applications for the potential grant funding. No cost is associated with the resolution.

LCAP Goal: 3 Cultivate and maintain a healthy, safe, secure, and respectful school and working environmental for all.

Action: 3.3 Continually improve and maintain facilities to ensure school safety, security and high quality learning and working environments.

Services: 3.03004 New Construction
3.03005 Modernization

FUNDING:

Potential for State Career Technical Education Revenue

RECOMMENDATION:

Adopt Resolution No. 18/19-3261 – Authorizing the Filing of Career Technical Education Facilities Grant Applications to the State School Facilities Program for Proposition 51 Funding.

DA:DI:mo

Resolution No. 18/19-3261

**Santa Ana Unified School District
Authorizing the Filing of Application Documents
Under the State School Facilities Program**

WHEREAS, the California Legislature adopted the Leroy F. Greene School Facilities Act of 1998 (Act), and

WHEREAS, the Act and its implementing regulations set forth the procedures and requirements for applying for Career Technical Education Facilities Grant Program funds from the State School Facility Program; and

WHEREAS, the Santa Ana Unified School District has a need for such funding; and

WHEREAS, the District is electing to participate in the State Facility Program; and

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Santa Ana Unified School District approves the submittal of application documents for the Career Technical Education Facilities Grant Program in the Santa Ana Unified School District under the State School Facility Program, and

FURTHER, THEREFORE, BE IT RESOLVED that the Governing Board of the Santa Ana Unified School District authorizes the Superintendent or designee to undertake all actions required to complete the State School Facility Program application and funding process.

PASSED AND ADOPTED by the Santa Ana Unified School District Governing Board on October 9, 2018, by the following vote:

AYES:

NOES:

ABSENT:

I, Alfonso Alvarez, Ed.D., Clerk of the Governing Board of Trustees of the Santa Ana Unified School District of Orange County, California, do hereby certify that the foregoing Resolution was duly and regularly adopted by the said Board at the regular meeting thereof held on the 9th day of October, 2018 and passed by a _____ vote of said Board.

Clerk of the Governing Board of Trustees

AGENDA ITEM BACKUP SHEET
October 9, 2018

Board Meeting

TITLE: Action on Request for Renewal of Charter for Magnolia Science Academy Santa Ana Charter School and Adopt Resolution No. 18/19-3262 Effectuating that Action

ITEM: Action

SUBMITTED BY: Sonia Llamas, Ed.D., L.C.S.W., Assistant Superintendent, K-12 School Performance and Culture

PREPARED BY: Marjorie Cochran, Ed.D., Charter Schools/Grant Writer

BACKGROUND INFORMATION:

Pursuant to the Charter Schools Act of 1992 (Ed. Code § 47600 *et seq.*) the entity that granted a charter school petition may grant one or more five year renewals to that charter school. The District Board is required to hold a public hearing and either grant or deny a charter petition renewal request within specified timelines from receipt by the Governing Board of the charter renewal petition. The Board previously denied the petition for the Magnolia Science Academy Santa Ana charter school. The charter school petition was subsequently denied by the Orange County Department of Education and ultimately approved by the State of California, with the current charter term running through and including June 30, 2019. Pursuant to Education Code section 47605(k)(3), a charter school that is granted its charter through an appeal to the state board shall submit its petition for renewal to the school district that initially denied the charter. Magnolia Science Academy Santa Ana has requested that the Board approve renewal of the Magnolia Science Academy Santa Ana charter for a term of July 1, 2019 – June 30, 2024. The purpose of this agenda item is for the Board to take action on Magnolia Science Academy Santa Ana’s renewal charter petition and to adopt Resolution No. 18/19-3262 implementing that action. The renewal charter petition was received by the District Governing Board at its meeting of August 28, 2018, thereby commencing the District’s timelines for Board action on the renewal request.

| ITEM SUMMARY: |
|--|
| <ul style="list-style-type: none"> • Approve or deny Magnolia Science Academy Santa Ana charter renewal petition pursuant to Education Code Sections 47605 and 47607. |

RATIONALE:

Pursuant to Education Code Section 47605(b), the Governing Board may deny a charter school renewal if it is not satisfied that granting the charter renewal is consistent with sound educational practice. Further, the Governing Board shall not deny a charter renewal unless it makes written factual findings specific to the particular charter to support one or more of the following findings:

1. The charter school presents an unsound educational program for the pupils to be enrolled.

2. The petitioners are demonstrably unlikely to successfully implement the program set forth in the charter.
3. The petition does not include affirmations of specified conditions.
4. The petition does not contain reasonably comprehensive descriptions of all of the 15 required elements of a charter.
5. The petition does not include a statement regarding whether the charter school will be the exclusive public employer of all charter school employees for purposes of the Educational Employment Relations Act.

Pursuant to Education Code Section 47607(a)(3)(A), in considering Magnolia Science Academy Santa Ana's request for a charter renewal, the Board must consider increases in pupil academic achievement for all groups of pupils served by Magnolia Science Academy Santa Ana (including all numerically significant pupil subgroups as defined by Education Code Section 52052(a)(3)) as "the most important factor" in deciding whether to grant the renewal request. Additionally, the Board must consider the past performance of Magnolia Science Academy Santa Ana's academics, finances, and operations, as well as any future plans for improvement, in evaluating the likelihood of future success for Magnolia Science Academy Santa Ana. (Cal. Code Regs., Tit. 5 § 11966.4(b)(1).)

Finally, because Magnolia Science Academy Santa Ana has been in operation for at least four years, in order to have its charter renewed, Magnolia Science Academy Santa Ana is required to meet at least one of several specified academic performance criteria, including alternative performance criteria set forth in Education Code Section 52052, and submit documentation establishing that it met such criteria. (Ed. Code § 47607(b) and Cal. Code Regs., Tit. 5 § 11966.4.)

As required by Education Code Section 47605(b), a public hearing on the provisions of the renewal charter was conducted on September 25, 2018, at which time the Board considered the level of support for this charter by teachers employed by the District, other employees of the District, and parents.

The District administration and legal counsel conducted a comprehensive analysis of the Magnolia Science Academy Santa Ana Renewal charter petition and assessed it against the standards and requirements set forth in the Charter Schools Act of 1992 in order to develop final recommendations. District administrative staff has noted a large number of issues and concerns with the proposal set forth in the charter, including issues/deficiencies supporting the legal findings for denial of a renewal charter petition. Several of the most significant of the concerns noted by the District administrative team are included as proposed factual findings in the recommended Resolution of Denial No. 18/19-3262. During the review process the District administration considered increases in pupil academic achievement schoolwide and for all numerically significant pupil subgroups, determined that deficiencies with the charter outweighed these factors, that renewal of the Magnolia Science Academy Santa Ana charter is not consistent with sound educational practice and therefore recommends that the renewal petition be denied.

FUNDING:

Financial impact dependent upon Governing Board action.

RECOMMENDATION:

Approve the action to deny the request for renewal of the Magnolia Science Academy Santa Ana charter and adopt the attached Resolution No. 18/19-3262 denying the renewal of Magnolia Science Academy Santa Ana charter.

SL:MC: sz

RESOLUTION NO. 18/19-3262

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

**Denying the Renewal of the Charter School Petition for
Magnolia Science Academy-Santa Ana**

WHEREAS, pursuant to the Charter Schools Act of 1992 at Education Code section 47600 *et seq.*, the Governing Board of the Santa Ana Unified School District (“District”) is required to review charter petitions and consider requests for material revisions to charters under its oversight;

WHEREAS, pursuant to Education Code section 47607(a)(2), requests for renewals of a charter petition are governed by the standards and criteria in Education Code section 47605, and shall include, but not be limited to, a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed;

WHEREAS, on appeal from a denial by the District Board and the Orange County Board of Education, the California State Board of Education (“SBE”) approved the Charter for the Magnolia Science Academy-Santa Ana (“MSA-Santa Ana” and/or “Charter School”), for a term that expires June 30, 2019;

WHEREAS, Education Code section 47605(k)(3) specifies:

A charter school that is granted its charter through an appeal to the state board and elects to seek renewal of its charter shall, before expiration of the charter, submit its petition for renewal to the governing board of the school district that initially denied the charter. If the governing board of the school district denies the charter school’s petition for renewal, the charter school may petition the state board for renewal of its charter.

Therefore, MSA-Santa Ana must initially seek renewal of its SBE-approved Charter from the District Board;

WHEREAS, MSA-Santa Ana is operated by Magnolia Educational & Research Foundation doing business as Magnolia Public Schools (“MPS”), a California nonprofit charter school management organization that operates nine other Magnolia Science Academy charter schools in Southern California;

WHEREAS, on or about August 3, 2018, MSA-Santa Ana delivered to the District office a request for renewal of its Charter for a term of July 1, 2019 through June 30, 2024;

WHEREAS, in accordance with the Charter Schools Act and the MSA-Santa Ana Charter Petition, the renewal Charter was brought to the District Board meeting of August 28, 2018, at

which time it was received by the District Board, thereby commencing the timelines for District Board action thereon;

WHEREAS, a public hearing on the provisions of the Charter was conducted on September 25, 2018, pursuant to Education Code section 47605, at which time the District Board considered the level of support for this renewal request by teachers employed by the District, other employees of the District, and parents;

WHEREAS, in reviewing the Charter Petition for the renewal of MSA-Santa Ana, the District Board has been cognizant of the intent of the Legislature that charter schools are and should become an integral part of the California educational system and that establishment of charter schools should be encouraged;

WHEREAS, in accordance with Education Code section 47607(a)(3)(A), the District Governing Board has considered increases in pupil academic achievement for all groups of pupils served by MSA-Santa Ana as the most important factor in determining whether to grant MSA-Santa Ana's renewal request;

WHEREAS, the District staff and District Board have specifically reviewed, analyzed, and considered MSA-Santa Ana's achievement data for the California Assessment of Student Performance and Progress ("CAASPP"), including the data posted on the California Department of Education ("CDE") website about MSA-Santa Ana's Smarter Balanced Assessment Consortium ("SBAC") results for 2016 and 2017;

WHEREAS, in accordance with California Code of Regulations, Title 5, section 11966.4, in considering MSA-Santa Ana's renewal Charter the District Governing Board considered the past performance of MSA-Santa Ana's academics, finances, and operations and future plans for improvement in evaluating the likelihood of future success, and whether the petition describes how the Charter School plans to meet any new requirements of law enacted after the Charter was originally granted or last renewed;

WHEREAS, the District staff, working with District legal counsel, has reviewed and analyzed all information received with respect to the request for Charter renewal and information related to the operation and potential effects of a renewed MSA-Santa Ana Charter, and made a recommendation to the District Board that the Charter renewal be denied based on that review;

WHEREAS, the District Board has fully considered the Charter submitted for the renewal of MSA-Santa Ana and the recommendation provided by District staff;

WHEREAS, the District Board specifically notes that this Resolution No. 18/19-3262 does not include findings relative to every defect in the Charter submitted, but is limited to a few of the most significant issues in the Charter. Not only are the findings set forth herein legally sufficient to support the District Board's denial of the Charter renewal, but also it is imperative, should these petitioners ever decide to propose another charter, either to the District or elsewhere, that such petition establish that the petitioners themselves have the knowledge, understanding, and

expertise necessary both to write an educationally, fiscally, and practically sound charter petition and to open and operate a sound charter school, not just respond directly to findings of this Board;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Governing Board of the Santa Ana Unified School District finds the above listed recitals to be true and correct and incorporates them herein by this reference.

BE IT FURTHER RESOLVED AND ORDERED that the Governing Board of the Santa Ana Unified School District, having fully considered and evaluated the Charter Petition for the renewal of MSA-Santa Ana, hereby finds that renewing the MSA-Santa Ana Charter is not consistent with sound educational practice, based upon numerous grounds and factual findings including, but not limited to, the following, which grounds and factual findings outweigh any increases in pupil academic achievement for all groups of pupils served by MSA-Santa Ana, even considering such increases as the most important factor, and hereby denies the Charter Petition pursuant to Education Code section 47605:

1. The Charter School presents an unsound educational program for the pupils to be enrolled in the Charter School. [Education Code section 47605(b)(1)]
2. The Petitioners are demonstrably unlikely to successfully implement the program set forth in the Charter Petition. [Education Code section 47605(b)(2)]
3. The Charter Petition does not contain reasonably comprehensive descriptions of all of the required elements. [Education Code section 47605(b)(5)]

BE IT FURTHER RESOLVED AND ORDERED that the Governing Board of the Santa Ana Unified School District hereby determines the foregoing findings are supported by the following specific facts:

I. THE CHARTER SCHOOL PRESENTS AN UNSOUND EDUCATIONAL PROGRAM FOR THE PUPILS TO BE ENROLLED IN THE CHARTER SCHOOL. [Education Code section 47605(b)(1); Cal. Code Regs. [CCR], tit. 5, § 11967.5.1.]

A. Disparities in state achievement data, and lack of detail in the petition as to how student needs are addressed at individual grade levels, indicate the Charter School's educational program is unlikely to be of educational benefit. Specifically, enrollment in MSA-Santa Ana more than tripled when the school added grades TK-5 and grew from 144 to 635 students, all between 2015-16 and 2016-17. MSA-Santa Ana's 2017 SBAC scores (components of the CAASPP) vary drastically among grade levels, which indicated to District staff that the Charter School is not adequately handling its enrollment increase and wider grade span. For example:

1. In 2017, 60% of fourth graders fell under "Standard Not Met" for English Language Arts/Literacy ("ELA"). On the other hand, only 11.63% of eighth graders fell under "Standard Not Met," and 51.16% of eighth graders met standards for ELA. In the sub-scores for "Reading," "Writing" and "Research/Inquiry," the scores continued to range dramatically: 50% of fourth graders and 50.85% of sixth graders fell "Below Standard" in

reading; 50% of fourth graders and 55.17% of sixth graders fell “Below Standard” in *writing*; whereas only 16.28% of eighth graders fell “Below Standard” in reading, and only 9.3% fell “Below Standard” in writing and research/inquiry.

2. There were similar disparities in achievement in Mathematics during 2017. For example, 42.19% of 6th graders did not meet the Math standard, while only 20.75% of 3rd graders did not meet the Math Standard.
3. Also, over time, achievement has tended to decline. In 2016, only 5% of sixth graders did not meet standards in ELA; then, as seventh graders in 2017, up to 25.30% of these students did not meet standards. Similarly, in 2016, 25% of sixth graders did not meet standards in Mathematics; then, as seventh graders in 2017, up to 39.76% of these students did not meet standards.
4. State achievement scores were also inconsistent within pupil subgroups. For example, in 2017, ELA scores for English learners (“ELs”) ranged from 5.26% of third graders that met standards, to 0% of students that met standards in grades four, five, and seven. Also, for Mathematics: 87.50% of seventh grade ELs did not meet the math standard, while only 36.94% of third grade ELs did not meet the math standard.

Apart from this state data, the petition failed to detail how students’ needs are being met at the various grade levels. For example, while the petition emphasizes after-school tutoring, there is no substantive description of how tutors are trained and monitored so as to have an impact on low achieving students. According to the petition on page 139, “free tutoring” may be provided “by teachers, volunteers and advanced students”; and on page 172, “tutors will be established for tutoring activities during weekdays and weekends.” No employment qualifications are mentioned for these individuals. Insofar as it suggests teachers will perform after-school tutoring, the petition lacks information on certificated salaries or how the Charter School secures extended school day commitments across its faculty. In these respects, the petition did not describe a sound educational program likely to benefit students.

- B. Further, petitioners’ failure to include state oversight reviews undermines the quality of their renewal request. Page 26 of the petition references MSA-Santa Ana’s “most recent annual Site Visit Report from the CDE Charter Schools Division” that was issued on March 27, 2018, and covered “interviews conducted with school leadership and staff,” “classroom observations,” and other areas that would be relevant for the District’s review. However, petitioners did not include the CDE’s oversight report with their renewal materials, and District staff was unable to locate other information about how daily instruction is implemented at MSA-Santa Ana (such as classroom monitoring records, lesson plans, teacher-designed tests, or student portfolios) so as to fully consider the past academic performance of MSA-Santa Ana as opposed to all MPS sites generally. And

although petitioners presumably understand that the SBE (not the District) is their current authorizer and oversight authority, the petition states on page 217, that “MSA-Santa Ana shall work diligently to assist the District in meeting any and all oversight obligations”; then on page 218, “MSA-Santa Ana agrees to and submits to the right of the District to make random visits and inspections in order to carry out its statutorily required oversight.” These inconsistencies indicate petitioners have either not updated their petition since it was first submitted (and denied) by the District in 2013, or that they are unfamiliar with the content of their petition.

II. THE PETITIONERS ARE DEMONSTRABLY UNLIKELY TO SUCCESSFULLY IMPLEMENT THE PROGRAM SET FORTH IN THE CHARTER PETITION.
[Education Code section 47605(b)(2); 5 CCR § 11967.5.1(c).]

A. The above-described concerns regarding the unsoundness of the educational program are hereby incorporated herein by this reference.

B. Inconsistency with Past State Audit Findings and Unrealistic Financial Plan

1. MSA-Santa Ana’s budget documents do not clearly distinguish finances of the Charter School versus all the MPS sites, nor do these documents describe anticipated expenditures adequately enough to determine if they are reasonable in light of the educational program described in the petition. As addressed in the petition, in 2014, the State Auditor found MPS was unable to demonstrate that some of its expenditures were not for private benefit. The petition states that MPS has reduced the risk of misappropriation by fully implementing the State Auditor’s recommendation to “ensure that [MPS] appropriately authorizes all of its expenditures and the academies’ expenditures.” According to the MPS Financial Policies and Procedures Manual (at G&A121 “School Site Accounting”), each school operated by MPS is to be “a separate and distinct financial and accounting entity,” given that “[s]eparate accounting for each of the charter schools is critical in order to monitor budget performance and to determine how to allocate resources.”

However, MSA-Santa Ana’s financial projections and cash flow statements list very broad expenditures — including 2019-20 estimates for “all services and operations” (\$2,259,707) or “all certificated salaries” (\$3,489,844) — that seem reflective of all MPS sites rather than specific to MSA-Santa Ana. It is also unclear what sources “other local revenues” (\$77,559) comes from, whether this revenue is spread across all MPS sites or is reserved for MSA-Santa Ana. The budget documents only define “other local revenues” as funds from “local donations/contributions” or “private grant commitments,” yet neither of these sources are specifically identified.

Further, the State Auditor’s report stated: “we do not agree that the Foundation and its academies should be considered one entity under charter school law for the purposes of lending funds between academies.”

However, the petition states on page 154: “MSA-Santa Ana is not independent from the rest of the MPS Charter Schools ... The Chief Operations Officer ensures that the Charter School receives effective operational, academic, *and financial support* from the Home Office staff *on a shared basis with the rest of the MPS Charter Schools.*” It was also unclear whether key information on the MSA-Santa Ana website is specific to the Charter School as opposed to all MPS sites generally — insofar as links to the “academics” and “financials” of MSA-Santa Ana all redirect a visitor to the general MPS website covering all schools. It is therefore unclear whether, or to what extent MSA-Santa Ana will maintain its own separate accounting practices.

2. Also, as mentioned above, the petition fails to identify certificated teacher salaries, or otherwise support its emphasis of extended school day programs or assurances that the Charter “exceeds required instructional minutes for each grade-span.” The petition repeatedly references “after-school hours,” “after-school clubs,” “after-school tutoring,” “Saturday programs,” or how “Charter School teachers will visit students at their homes to discuss student progress.” An MSA-Santa Ana 2016-17 SARC report states that the average teacher salary in fiscal year 2015-16 was \$53,830; yet, according to the CDE’s data, the statewide average salary for a midrange teacher in a small district back in 2015 was just over \$62,000.¹ The petition’s lack of alignment between its educational promises and financial information indicates the program is unlikely to be successfully implemented.

Similarly, insofar as the budget broadly itemizes “all services and operations” (\$2,259,707), it is unclear how MSA-Santa Ana budgets for technology services, a major components of its program. The petition says each classroom is equipped with laptops (1:1 student to computer ratio) and computers for teachers, and also that the Charter provides “computer access to all parents.” Without estimates of the expenditures necessary to operate these services, it is unclear whether the MSA-Santa Ana budget is viable or consistent with other schools of similar type and location.

- C. In the area of administrative services, the petition fails to describe how MSA-Santa Ana intends to comply with new requirements in Education Code section 47604 upon the start of its renewed term on July 1, 2019. According to pages 33 and 216 of the petition, MPS has selected Delta Managed Solutions, Inc. (“DMS”) as its back-office provider for all its schools. This vendor currently provides MSA-Santa Ana with services that include: “budgeting,” “budget, ” “cash management” and “Accounts Payable/Receivable.” However, beginning July 1, 2019, section 47604 will prohibit a charter school from receiving services provided by a for-profit corporation that include “[m]anaging the charter school’s day-to-day operations as its administrative manager” or “managing the budget or any expenditures of the

¹ CDE, *Statewide Average Salaries and Expenditure Percentages for the School Accountability Report Card: 2015–16* <https://www.cde.ca.gov/fg/fr/sa/cefavg salaries.asp> [last visited on 9/18/18].

charter school that are not authorized by the governing body of the charter school.” (Assembly Bill 406.) According to MPS financial policies (at CSH113 “Financial Reserves”), the “Back-office provider is responsible for day to day monitoring of charter school cash accounts and ensuring their accuracy.” According to PUR104 (“Accounts Payable and Cash Disbursements”), MPS administrators make spending decisions up to specified amounts, and the CEO of MPS can approve payments for budgeted items over \$10,000 or for non-budgeted items up to \$10,000. Based on these policies, DMS is poised to manage the Charter School’s budget, including potential expenditures that are not directly authorized by the MPS governing board. Neither the petition itself nor any information provided by the petitioners addressed this issue, or how the Charter School plans to meet these new legal requirements.

III. THE CHARTER PETITION DOES NOT CONTAIN REASONABLY COMPREHENSIVE DESCRIPTIONS OF ALL OF THE REQUIRED ELEMENTS.
[Education Code section 47605(b)(5); 5 CCR § 11967.5.1]

A. EDUCATIONAL PROGRAM

1. All of the above-described concerns regarding unsoundness of the educational program are incorporated herein by this reference.
2. In addition, the petition’s description of advanced placement (“AP”) science courses are vague, and assurances that these courses will actually be offered are unreliable. MSA-Santa Ana emphasizes a science, technology, engineering, arts and math (“STEAM”) curriculum approach; however, its descriptions of the AP Physics, AP Biology, and AP Chemistry courses offered simply state, “The course is described in the [AP] syllabus.” No syllabi are included with the petition, nor are any available on the MSA-Santa Ana website. Further, District staff noted the petition lists “AP Physics B” in its course descriptions, despite that according to the College Board (the non-profit organization that administers the AP test program), the “AP Physics B exam was last administered in May 2014.” Also, while according to the petition, “all ninth graders tak[e] AP Computer Science” — the parent-student handbook on the MSA-Santa Ana website states that MPS will only offer AP classes “depending on student needs/demands and availability of teachers and resources.” In at least these respects, the petition lacks substantive description of its educational program.

B. GOVERNANCE STRUCTURE

1. The petition indicates that MSA-Santa Ana does not guarantee compliance with transparency laws such as the Brown Act or the Public Records Act. The petition states at page 148: “By the terms of its Charter, MSA-Santa Ana is obligated to comply with the requirements of the Public Records Act,

the Brown Act, Government Code section 1090 *et seq.* and the Political Reform Act to the same extent as if MSA-Santa Ana were a non-charter California public school district, regardless of any arguments regarding the applicability of those laws to California charter schools. *However, should a law, regulation, or applicable court decision clarify which conflicts of interest laws apply to charter schools, the District and Charter School agree to comply with the updated law or decision.*” [Emphasis added.] This last statement in the petition appears calculated to reserve to MSA-Santa Ana the authority to interpret a limited application of these transparency laws to the Charter School at a future time.

2. The petition indicates the MPS governance structure does not realistically ensure the involvement of MSA-Santa Ana parents in its operations. For example, MPS plans to have remote meeting locations on a regular basis, inaccessible to MSA-Santa Ana parents and its community constituents accept through teleconference. Pursuant to its bylaws, the principal office of MPS is at 250 East 1st Street, Suite 1500, Los Angeles, CA 90012, and MPS’ Board of Directors “may designate that a meeting be held at any place within California ... the Board commits to rotating the locations of its regular physical meetings among the counties where the corporation’s charter school sites are located, and to holding at least one of its regular physical meetings in a calendar year in each of those counties.” According to page 156 of the Charter, “Meetings will be held in person in a location within the Board’s jurisdiction ... As a multi-jurisdictional entity and per filings with the Fair Political Practices Commission (“FPPC”), the Brown Act authorizes MPS to hold its meetings in one of several counties across the state. (Government Code section 54954(b).) To ensure public participation for Orange County stakeholders, MPS provides video and/or phone conferencing access at its school site within the District’s boundaries”; translation services are available but only if requested in advance. Even despite video/teleconferencing, having *one physical meeting per calendar year* in the country where MSA-Santa Ana is located reasonably prevents parent involvement in management operations of the Charter School

C. EMPLOYEE QUALIFICATIONS

1. The above-described concerns that petitioners are demonstrably unlikely to successfully implement the program — based on lack of teacher salary or staff information to support assurances in the petition of increased instructional minutes and after-school programs — are incorporated herein by this reference.
2. Neither the MSA-Santa Ana Principal nor the Dean of Academics is required to hold an administrative credential — and it is unclear whether the Chief Executive Officer/Superintendent is required to hold a current credential — despite that these positions involve significant organizational

leadership. According to the petition, the Principal “is the senior authority at the Charter School,” “is responsible for the day-to-day operation of the Charter School,” “is responsible for meeting target goals ... is accountable for meeting applicable state accountability measures,” and monitors all instructional processes — yet an “administrative credential or related Master’s Degree” is only “preferred.” Similarly, responsibilities of the Dean of Academics include: “oversee the development of curriculum, lesson plans and instruction in the classroom”; and the CEO of MPS is responsible for managing *all* 10 MPS charter school sites. The petition raised concern that the lack of sufficient qualifications for these key positions makes it reasonably unlikely they will be able to carry out their duties in a manner that ensures the well-being of students.

3. The petition lacks a substantive description of professional development strategies, particularly when considering that MSA-Santa Ana’s recent increases in enrollment and addition of new grade levels indicates there are a substantial number of new teachers at the school. For example, although the petition mentions “MPS provides new teachers with BTSA, a two-year program that provides teachers with collegial support” — it does not explain if the Charter School is paying for this program or matching employees with a mentor. According to its EL Master Plan, the Charter School offers training “provided by both MPS staff and third-party vendors” — although there are no expenditures for professional development detailed in MSA-Santa Ana’s budget documents.

D. CLOSURE PROCEDURES

1. Education Code section 47605(b)(5)(O) and 5 CCR 11962(a) require the petition to “designat[e] a responsible entity to conduct closure-related procedures” in the event that the Charter School closes.
2. However, no “responsible entity” is named in the petition. Phrased in the future tense, the petition states that “Any decision to close MSA-Santa Ana ... shall be documented by official action of the MSA-Santa Ana Board (‘Closure Action’), and will identify the person or entity responsible for all closure-related activities and actions.” The petition also states that in the event of a determination to close, MSA-Santa Ana will circulate a notice to parents/students within 120 hours and “This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made.”
3. Failure to identify the responsible entity in the actual petition impacts the efficient transfer of pupil records and placement of charter students in

alternate educational programs with minimal loss of instructional time in the event of a closure.

BE IT FURTHER RESOLVED AND ORDERED that the terms of this Resolution are severable. Should it be determined that one or more of the findings and/or the factual determinations supporting the findings is invalid, the remaining findings and/or factual determinations and the denial of the Charter renewal shall remain in full force and effect. In this regard, the District Board specifically finds that each factual determination, in and of itself, is a sufficient basis for the finding it supports, and each such finding, in and of itself, is a sufficient basis for denial.

The foregoing resolution was considered, passed, and adopted by this Board at its regular meeting of October 9, 2018.

[SIGNATURES FOLLOW ON NEXT PAGE]

AYES IN FAVOR OF SAID RESOLUTION:

NOES AGAINST SAID RESOLUTION:

ABSTAINED:

ABSENT:

Dated: _____ By: _____

Valerie Amezcua
President, Governing Board
Santa Ana Unified School District

Attest:

Alfonso Alvarez
Clerk of the Board of Education
Santa Ana Unified School District

I, Alfonso Alvarez, Clerk of the Board of Education of the Santa Ana Unified School District of Orange County, hereby certify that the foregoing is a true and correct copy of Resolution No. 18/19-3262, which was duly adopted by said Board at a regular meeting thereof held on the 9th day of October, 2018, and that it was so adopted by the vote indicated above.

AGENDA ITEM BACKUP SHEET
October 9, 2018

Board Meeting

TITLE: **Approval of Amended Declaration of Need for Fully Qualified Educators for 2018-2019 School Year**

ITEM: **Action**

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

BACKGROUND INFORMATION:

The purpose of this agenda is to seek Board approval of the amended Declaration of Need for Fully Qualified Educators. The California Commission on Teacher Credentialing requires school districts to annually submit this declaration. This allows the Commission on Teacher Credentialing to issue Emergency CLAD and Emergency BCLAD Permits as well as Limited Assignment Permits to teachers when we are unable to find a properly credentialed candidate in the areas of English Learners (EL), Bilingual Authorizations and American Sign Language. The Declaration of Need was originally approved by the Board of Education on July 16, 2018.

ITEM SUMMARY:

- The amendment allows the Commission on Teacher Credentialing to issue emergency permits.
- This amendment will allow the District to hire teachers on Emergency CLAD and BCLAD permits to teach in unique and difficult to fill assignments.

RATIONALE:

This amended approval is necessary in order to employ teachers on Emergency CLAD and Emergency BCLAD Permits in the area of English Learners and Bilingual Authorizations as well as American Sign Language Teachers in unique and difficult to fill assignments. The District makes every effort to employ fully credentialed teachers with EL authorization. This Declaration of Need will allow us to hire and apply for the Emergency CLAD, Emergency BCLAD and Limited Assignment Single Subject Credentials only when there is no other option. Board action is necessary on an annual basis.

LCAP Goal: 1 All Students will have equitable access to a high-quality core curricular and instructional program.

Action: 02 Ensure that all teachers at every school are highly qualified to teach and knowledgeable of the CA state standards, aligned core instructional program, and effectively utilize the aligned assessment tools to plan for instruction that addresses student need.

Services: 018 Human Resources

FUNDING:

No Fiscal Impact

RECOMMENDATION:

Approve the amended Declaration of Need for Fully Qualified Educators for the 2018-19 school year as requested by the California Commission on Teacher Credentialing.

MAM:nr:nl



State of California
 Commission on Teacher Credentialing
 Certification Division
 1900 Capitol Avenue
 Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
 Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: _____
 Revised Declaration of Need for year: 2018-2019

FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Santa Ana Unified School District District CDS Code: 30
 Name of County: Orange County CDS Code: 66670

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on ___/___/___ certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2019.

Submitted by (Superintendent, Board Secretary, or Designee):

| | | |
|--|-------------------------|----------------------------------|
| <u>Mark A. McKinney</u> | | <u>Assoc. Superintendent, HR</u> |
| <i>Name</i> | <i>Signature</i> | <i>Title</i> |
| <u>714-558-5590</u> | <u>714-558-5680</u> | |
| <i>Fax Number</i> | <i>Telephone Number</i> | <i>Date</i> |
| <u>1601 E. Chestnut Ave, Santa Ana, CA 92701</u> | | |
| <i>Mailing Address</i> | | |
| <u>mark.mckinney@sausd.us</u> | | |
| <i>E-Mail Address</i> | | |

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County _____ County CDS Code _____
 Name of State Agency _____
 Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____/____/____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► **Enclose a copy of the public announcement**
 Submitted by Superintendent, Director, or Designee:

| | | |
|-----------------|------------------|-------|
| Name | Signature | Title |
| Fax Number | Telephone Number | Date |
| Mailing Address | | |
| EMail Address | | |

► *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

| Type of Emergency Permit | Estimated Number Needed |
|--|--------------------------------|
| CLAD/English Learner Authorization (applicant already holds teaching credential) | 5 _____ |
| Bilingual Authorization (applicant already holds teaching credential) | 2 _____ |
| List target language(s) for bilingual authorization: Spanish | _____ _____ |
| Resource Specialist | _____ _____ |
| Teacher Librarian Services | _____ _____ |

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

| TYPE OF LIMITED ASSIGNMENT PERMIT | ESTIMATED NUMBER NEEDED |
|-----------------------------------|-------------------------|
| Multiple Subject | 0 |
| Single Subject | 1 |
| Special Education | 0 |
| TOTAL | 0 |

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes No

If no, explain. We work with a number of Commission approved college/univ. programs.

Does your agency participate in a Commission-approved college or university internship program? Yes No

If yes, how many interns do you expect to have this year? 20

If yes, list each college or university with which you participate in an internship program.

Alliant Inter. University CSU, Long Beach University of Redlands
 Azusa Pacific National University
 CSU, Fullerton University of Phoenix

If no, explain why you do not participate in an internship program.

AGENDA ITEM BACKUP SHEET
October 9, 2018

Board Meeting

TITLE: Authorization to Award a Contract for Pest Control Services

ITEM: Action

SUBMITTED BY: Orin 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 approval to award a contract to Western Exterminator Company, pursuant to RFP No. 02-19, for District-wide pest control services.

RATIONALE:

Staff issued Request for Proposal (RFP) No. 02-19 for District-wide pest control services.

The RFP was advertised, as legally required, in the *Orange County Reporter*, on the District's website, PlanetBids, on eight bid portals, and additional direct vendor outreach was performed to vendors. Fifteen firms received RFP packages and four submitted a proposal. Staff recommends award of a contract to Western Exterminator Company, based on the outcome of an objective review, subjective review, pricing and interview panel. Vendor selection is in compliance with requirements within Board Policy.

Each proposal was reviewed and scored based on an objective review, subjective review, pricing and an interview panel. Thirty-five combined percentage points were available during objective review, subjective review and pricing. Sixty-five percentage points were available during the interview panel review of the proposers. Proposals were required to meet a minimum score of eighty percentage points during the objective review to move on to the subjective and pricing review. The outcome of the evaluation results was as follows:

SUMMARY:

- Award RFP No. 02-19
- Award Contract in the amount of: \$123,390
- Provides for pest control services District-wide
- Contract effective October 10, 2018 through June 30, 2019.
- Four possible annual contract renewals

Objective Review:

| Company Reviewed (Minimum of 80% to Advance) | Score |
|---|--------------|
| IPM Tech Pest Management Inc. | 95% |
| Western Exterminator Company | 95% |
| Agricultural Pest Control Services | 93% |
| Pest Options Inc. | 90% |

The objective review is a quantitative review on the facts of each company, with a predefined scoring criteria to establish a minimum requirement to proceed to the next stage of proposal evaluation. The objective review criteria were as follows:

- Location/Accessibility to the District
- Past industry performance
- Past claims, lawsuits or contract arbitrations
- Industry references
- Completeness of submitted RFP Response

Subjective Review:

| Company Reviewed | Score |
|------------------------------------|--------------|
| Pest Options Inc. | 85% |
| Agricultural Pest Control Services | 75% |
| Western Exterminator Company | 65% |
| IPM Tech Pest Management Inc. | 50% |

The subjective review is a panel evaluation of specific sections of each proposal to be able to compare each firms approach to the scope of work outlined in the RFP. The subjective review criteria were as follows:

- Coordination with District staff.
- Billing processes and invoice information

Pricing Review:

| Company Pricing | Score |
|------------------------------------|--------------|
| Agricultural Pest Control Services | 100% |
| IPM Tech Pest Management Inc. | 38% |
| Pest Options Inc. | 20% |
| Western Exterminator Company | 0% |

Objective, Subjective and Pricing Review:

| Company Reviewed | Score |
|------------------------------------|--------------|
| Agricultural Pest Control Services | 89% |
| Pest Options Inc. | 79% |
| IPM Tech Pest Management Inc. | 74% |
| Western Exterminator Company | 73% |

All firms were invited to an interview panel.

Interview Panel:

| Company Reviewed | Score |
|------------------------------------|--------------|
| Western Exterminator Company | 95% |
| IPM Tech Pest Management Inc. | 76% |
| Agricultural Pest Control Services | 54% |
| Pest Options Inc. | 54% |

The interview review panel criteria were as follows:

- Features to enhance site staff communication
- Service quality control
- Electronic record keeping and updates
- Gopher control options

The review panel consisted of the following positions:

| |
|--|
| Director of Building Services, SAUSD |
| Assistant Director of Nutrition Services, SAUSD |
| Senior Groundskeeper, SAUSD |
| Assistant Principal, SAUSD |
| Director of Construction, Anaheim Elementary School District |

Total Score:

| Company Evaluated | Score |
|------------------------------------|--------------|
| Western Exterminator Company | 87% |
| IPM Tech Pest Management Inc. | 75% |
| Agricultural Pest Control Services | 66% |
| Pest Options Inc. | 63% |

LCAP Goal 3: Cultivate and maintain a healthy, safe, secure, and respectful school and working environment for all.

LCAP Action 3.7: Support the enhancement of school climate through smooth operations, processes, and customer services by ensuring that all staff engage in culturally proficient interaction with the public and customer service.

LCAP Service 3.03003: Maintenance

FUNDING:

Ongoing & Major Maintenance Contracts Fund: \$123,390

RECOMMENDATION:

Authorize staff to award a contract to Western Exterminator Company, pursuant to RFP No. 02-19, for pest control services.

Independent Contractor Agreement

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as "DISTRICT," and Rentokil North America, Inc. dba Western Exterminator Company, 2201 South Ritchey Street, Santa Ana, CA 92705 hereinafter referred to as "CONTRACTOR."

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Pest control services districtwide. Locations and schedules are contained in Exhibit A.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on **10/10/2018** and will diligently perform as required and complete performance by **6/30/2019**.

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed One Hundred Twenty Three Thousand Three Hundred Ninety Dollars (\$123,390), at rates outlined in Exhibit A. Payment shall be made to CONTRACTOR within sixty (60) days of the receipt of invoice.

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 with thirty (30) days notice, and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner. DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is

appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within TEN (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the TEN (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

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

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

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

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

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

Notwithstanding anything to the contrary elsewhere in this AGREEMENT, CONTRACTOR's cumulative liability to the DISTRICT under this AGREEMENT is capped at \$1,000,000, whether that liability arises 1) directly from CONTRACTOR to the DISTRICT; 2) CONTRACTOR's duty to defend and indemnify the DISTRICT from third party claims; or 3) the DISTRICT's rights and access to CONTRACTOR's relevant insurance policies as an additional insured.

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:

**Rentokil North America, Inc. dba Western
Exterminator Company**

2201 South Ritchey Street

Santa Ana, CA 92705

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

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

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

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

- Exhibit A – Schedule and Rates

THIS AGREEMENT IS ENTERED INTO THIS 10TH DAY OF OCTOBER, 2018.

DISTRICT:

CONTRACTOR:

By:

By:

Signature

Signature

Jonathan Geiszler

Glen Green

Printed Name

Printed Name

Director of Purchasing

District Manager

Title

Title

Date Signed

9-19-18

Date Signed

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

Exhibit A - Schedule and Rates

WEEKLY TREATMENT SITE LISTING

| Administrative offices | | Address |
|------------------------|--|-----------------------|
| Central Kitchen | | 1749 E. Carnegie Ave. |

\$585 a month with 14 tin cats.
includes fly light service. Bio
service is \$90 a month

TWICE MONTHLY TREATMENT SITE LISTING

| Elementary Sites | Grades | Address |
|--------------------|--------|-------------------------|
| Adams | K-5 | 2130 S. Raitt St. |
| ALA1 | 3-6 | 335 E Walnut |
| Carver | K-3 | 1401 W. Santa Ana Blvd |
| Davis | K-5 | 1405 French St. |
| Diamond | K-5 | 1450 S. Center St. |
| Edison | K-5 | 2063 Orange Ave. |
| Esqueda | K-8 | 2240 S. Main St. |
| Franklin | K-5 | 210 W. Cubbon Street |
| Fremont | K-5 | 1930 W. Tenth St. |
| Garfield | K-5 | 850 Brown St. |
| Greenville | K-5 | 3600 S. Raitt St. |
| Harvey | K-5 | 1635 S. Center St. |
| Heninger | K-8 | 417 W. Walnut Street |
| Heroes | K 5 | 1111 Civic Center Dr. |
| Hoover | K-5 | 408 E. Santa Clara Ave. |
| Jackson | K-5 | 1143 Nakoma Drive |
| Jefferson | K-5 | 1522 W. Adams St. |
| Kennedy | K-5 | 1300 E. McFadden Ave. |
| King | K-5 | 1001 S. Graham Ln. |
| Lincoln | K-5 | 425 S. Sullivan St. |
| Lowell | K-5 | 700 S. Flower St. |
| Madison | K-6 | 1124 E. Hobart St. |
| Martin | K-5 | 939 W. Wilshire Ave. |
| Mitchell | PreK | 3001 W. Harvard St. |
| Monroe | K-5 | 417 Central Ave. |
| Monte Vista | K-5 | 2116 Monta Vista Ave. |
| Muir | K-5 | 1951 N. Mabury St. |
| Pio Pico | K-5 | 931 W. Highland St. |
| Roosevelt | K-5 | 501 E. Halladay St. |
| Santiago | K-8 | 2212 N. Baker St. |
| Sepulveda | K-5 | 1601 E. Poplar St. |
| Taft | K-6 | 500 W. Keller Ave. |
| Thorpe | K-5 | 2450 W. Alton Ave. |
| Walker | K-5 | 811 E. Bishop St. |
| Washington | K-5 | 910 Anahurst Pl. |
| Wilson | K-5 | 1317 N. Baker St. |
| Intermediate Sites | Grades | Address |
| ALA2 | 6-9 | 1325 E 4th Street |
| Carr | 6-8 | 2120 W. Edinger Ave. |
| Lathrop | 6-8 | 1111 S. Broadway St |

All Elementary and Intermediate
 \$110 a month each with 2 tin
 cats. 2 times a month per
 location.

| | | |
|------------------------|--------|-------------------------|
| MacArthur | 6-8 | 600 W. Alton Ave. |
| McFadden | 6-8 | 2701 S. Raitt St. |
| Mendez | 6-8 | 2000 N. Bristol St. |
| Spurgeon | 6-8 | 2701 W. Fifth St. |
| Sierra | 6-8 | 2021 N. Grand Ave. |
| Villa | 6-8 | 1441 E. Chestnut Ave. |
| Willard | 6-8 | 1342 N. Ross St. |
| High School Sites | Grades | Address |
| Century | 9-12 | 1401 S. Grand Ave. |
| Chavez | 9-12 | 2128 S. Cypress St. |
| Godinez | 9-12 | 3002 Centennial Rd. |
| Lorin Griset | 9-12 | 1915 W. McFadden Ave. |
| REACH Academy | 7-12 | 1512 W. Santa Ana Blvd. |
| Saddleback | 7-12 | 2802 S. Flower St. |
| Santa Ana High School | 9-12 | 520 W. Walnut St. |
| Segerstrom | 9-12 | 2301 W. MacArthur |
| Valley | 9-12 | 1801 S. Greenville |
| Administrative offices | | Address |
| District Office | | 1601 E. Chestnut Ave. |

Total monthly cost for Elementary and Intermediate \$5,060

All High Schools \$150 a month with 3 tin cats 2 times a month per location.

Total Monthly cost for High Schools = \$1,350

\$310 a month with 20 rbs to maintained monthly

MONTHLY TREATMENT SITE LISTING

| High School Sites | Grades | Address | Notes | |
|------------------------|--------|-----------------------|---|-----------|
| Godinez | 9-12 | 3002 Centennial Rd. | Concession stands, one in the theater and one in the gym. | \$110 |
| Santa Ana High School | 9-12 | 520 W. Walnut St. | Culinary arts room | \$110 |
| Segerstrom | 9-12 | 2301 W. MacArthur | Concession stand located under sports field bleachers. | \$80 |
| Valley | 9-12 | 1801 S. Greenville | Culinary arts room | \$110 |
| Administrative offices | | Address | Notes | |
| Central Kitchen | | 1749 E. Carnegie Ave. | Includes all interior/outside perimeter. General pest treatment | \$240 8rt |
| District Office | | 1601 E. Chestnut Ave. | Includes all interior/outside perimeter. General pest treatment | \$280 20r |
| Building Services | | 750 N Fairview Ave. | Includes all interior/outside perimeter. General pest treatment | \$120 6rt |
| Publications | | 750 N Fairview Ave. | Includes all interior/outside perimeter. General pest treatment | \$95 4rbs |
| Warehouse | | 720 N Fairview Ave. | Includes all interior/outside perimeter. General pest treatment | \$100 4 r |

QUARTERLY TREATMENT SITE LISTING

| Elementary Sites | Grades | Address |
|--------------------|--------|-------------------------|
| Adams | K-5 | 2130 S. Raitt St. |
| ALA1 | 3-6 | 335 E Walnut |
| Carver | K-3 | 1401 W. Santa Ana Blvd |
| Davis | K-5 | 1405 French St. |
| Diamond | K-5 | 1450 S. Center St. |
| Edison | K-5 | 2063 Orange Ave. |
| Esqueda | K-8 | 2240 S. Main St. |
| Franklin | K-5 | 210 W. Cubbon Street |
| Fremont | K-5 | 1930 W. Tenth St. |
| Garfield | K-5 | 850 Brown St. |
| Greenville | K-5 | 3600 S. Raitt St. |
| Harvey | K-5 | 1635 S. Center St. |
| Heninger | K-8 | 417 W. Walnut Street |
| Heroes | K 5 | 1111 Civic Center Dr. |
| Hoover | K-5 | 408 E. Santa Clara Ave. |
| Jackson | K-5 | 1143 Nakoma Drive |
| Jefferson | K-5 | 1522 W. Adams St. |
| Kennedy | K-5 | 1300 E. McFadden Ave. |
| King | K-5 | 1001 S. Graham Ln. |
| Lincoln | K-5 | 425 S. Sullivan St. |
| Lowell | K-5 | 700 S. Flower St. |
| Madison | K-6 | 1124 E. Hobart St. |
| Martin | K-5 | 939 W. Wilshire Ave. |
| Mitchell | PreK | 3001 W. Harvard St. |
| Monroe | K-5 | 417 Central Ave. |
| Monte Vista | K-5 | 2116 Monta Vista Ave. |
| Muir | K-5 | 1951 N. Mabury St. |
| Pio Pico | K-5 | 931 W. Highland St. |
| Roosevelt | K-5 | 501 E. Halladay St. |
| Santiago | K-8 | 2212 N. Baker St. |
| Sepulveda | K-5 | 1601 E. Poplar St. |
| Taft | K-6 | 500 W. Keller Ave. |
| Thorpe | K-5 | 2450 W. Alton Ave. |
| Walker | K-5 | 811 E. Bishop St. |
| Washington | K-5 | 910 Anahurst Pl. |
| Wilson | K-5 | 1317 N. Baker St. |
| Intermediate Sites | Grades | Address |
| ALA2 | 6-9 | 1325 E 4th Street |
| Carr | 6-8 | 2120 W. Edinger Ave. |
| Lathrop | 6-8 | 1111 S. Broadway St |
| MacArthur | 6-8 | 600 W. Alton Ave. |
| McFadden | 6-8 | 2701 S. Raitt St. |

\$ 240 Quarterly treatments per location

| | | |
|------------------------|---------|-------------------------|
| Mendez | 6-8 | 2000 N. Bristol St. |
| Spurgeon/Romero-Cruz | Pre K-8 | 2701 W. Fifth St. |
| Sierra | 6-8 | 2021 N. Grand Ave. |
| Villa | 6-8 | 1441 E. Chestnut Ave. |
| Willard | 6-8 | 1342 N. Ross St. |
| High School Sites | Grades | Address |
| Century | 9-12 | 1401 S. Grand Ave. |
| Chavez | 9-12 | 2128 S. Cypress St. |
| Godinez | 9-12 | 3002 Centennial Rd. |
| Lorin Griset | 9-12 | 1915 W. McFadden Ave. |
| REACH Academy | 7-12 | 1512 W. Santa Ana Blvd. |
| Saddleback | 7-12 | 2802 S. Flower St. |
| Santa Ana High School | 9-12 | 520 W. Walnut St. |
| Segerstrom | 9-12 | 2301 W. MacArthur |
| Valley | 9-12 | 1801 S. Greenville |
| Administrative offices | | Address |
| Pupil Support Services | | 1629 S Center St. |

Total Quarterly cost for
Elementary and Intermediate =
\$11,040

\$450 Quarterly with 20 rbs per
location

Total Quarterly cost for High
Schools = \$4,050

\$120 Quarterly

AGENDA ITEM BACKUP SHEET
October 9, 2018

Board Meeting

TITLE: Board Policy (BP) 1330 – Use of School Facilities (Revised: For Adoption)

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 present to the Board for first reading the revised Board Policy (BP) 1330 – Use of School Facilities. The first reading took place at the August 28, 2018, Board meeting and is now being presented to the Board for adoption.

RATIONALE:

California law permits the governing board of a school district to grant the use of school buildings or grounds for public use. The Board may also establish terms and conditions of usage, and charge reasonable fees to recover all direct costs associated with facility use, maintenance, and operational costs.

A Facilities Usage Fee Justification Study was prepared on June 10, 2016. The Board Policy and subsequent Administrative Regulation are being revised to reflect relevant terms and conditions of usage for buildings and fields, fees, and associated functional changes.

LCAP Goal: 3 Cultivate and maintain a healthy, safe, secure, and respectful school and environment for all.

Action: 3.3 Continually improve and maintain facilities to ensure school safety, security, and high quality learning and working environments.

Service: 3.03003 Maintenance

Service: 3.03007 Other

| ITEM SUMMARY: |
|---|
| <ul style="list-style-type: none"> • Adopt Board Policy (BP) 1330 – <u>Use of School Facilities</u> • Revisions are proposed to consider the latest Facilities Usage Fee Justification Study, and to simplify the process while protecting the District's interest. • Also known as Civic Center • The last minor revision was June 28, 2016. • All revisions were consistent with GAMAT and were reviewed by legal counsel. |

FUNDING:

No fiscal impact to the General Fund.

RECOMMENDATION:

Adopt the revised Board Policy (BP) 1330 - Use of School Facilities.



Santa Ana Unified School District

BOARD POLICY NO: 1330

EFFECTIVE:

REVIEWED: 08/28/2018

SUBJECT: Use of School Facilities

CATEGORY: Community Relations

RESPONSIBLE OFFICE(S): Business Services, Facilities & Governmental

SCOPE:

The Superintendent or designee will develop and implement "Use of Facilities" policies that are in line with Education Code 38133 which mandates that the Governing Board develop rules and regulations related to the management, direction, and control of school facilities. Pursuant to Education Code 38130-38138 (SB-1404 School property: Civic Center Act., 2012), school facilities are civic centers and, under certain circumstances, members of the school community must be allowed to use them for specified purposes. In granting access for use of school facilities to district residents and community groups, care must be taken to avoid discriminating against certain individuals, groups, or viewpoints and thereby violating constitutional requirements, including free speech rights.

POLICY:

The Governing Board recognizes that District facilities and grounds are a community resource and authorizes their use by community groups for purposes provided for in the SB-1404 School property: Civic Center Act. of 2012 when such use does not interfere with school activities. (cf. 6145.5 - Student Organizations and Equal Access)

California law permits the governing board of a school district to grant the use of school buildings or grounds for public use. The Board may also establish such terms and conditions of usage as it deems proper, subject to the limitations, requirements, and restrictions set forth in the Education Code of the State of California.

Civic Center activities will be scheduled during non-school hours, typically from 6:00 AM to 6:00 PM, unless authorized by site administration. All facility use outside the normal school day must have approved permits; these include all District or school-sponsored events after regular school hours.

Pursuant to review by the Superintendent or designee, a co-sponsorship can be approved for the use of school facilities without a use of facilities charge, provided that staffing fees are paid by nonprofit organizations, clubs or associations organized to promote SAUSD youth and school activities.

Other groups requesting the use of school facilities under the Civic Center Act shall be charged at least direct costs.

All school-related activities (clubs, class events, or any services provided directly to students, etc.) shall be given priority in the use of facilities under the Civic Center Act. Thereafter, the use of facilities shall be granted on a first-come, first-served basis which is defined as the first group submitting request in the Civic Center program which tracks the date and time permit was submitted.



Santa Ana Unified School District

BOARD POLICY NO: 1330

EFFECTIVE:

REVIEWED: 08/28/2018

SUBJECT: **Use of School Facilities**

CATEGORY: Community Relations

RESPONSIBLE OFFICE(S): Business Services, Facilities & Governmental

The Superintendent or designee shall maintain procedures and regulations for the use of school facilities and grounds that: (Education Code 38133)

1. Encourage and assist groups desiring to use school facilities for approved activities.
2. Preserve order in school buildings and on school grounds and protect school facilities, designating a person to supervise this task, if necessary.
3. Ensure that the use of school facilities or grounds is not inconsistent with their use for school purposes and does not interfere with the regular conduct of school work.

Approved Rental Value

Groups shall be charged approved rental value when using school facilities or grounds for entertainment or meetings where admission is charged or contributions solicited and net receipts are not to be expended for charitable purposes or for the welfare of the district's students. (Education Code 38134)

The Board has determined that the use of school facilities or grounds should not result in costs to the District. The Board shall charge approved rental value to ensure that the District is (i) recovering the costs for making facilities available and (ii) charging approved rental value, which does not exceed the expenses incurred by the District as allowed by law.

The District shall base approved rental value on recommendations made through conducting a facilities usage fee justification study. The District shall periodically review the study and determine if the cost assumptions reflect the actual costs incurred by the District at that time of the study, and update approved rental value and charges as needed.

Revenues from the use of facilities will be placed in a designated Civic Center Account for the reimbursement of costs, repairs, maintenance, and replacement cost of the facility as specified by law.

DESIRED OUTCOME:

Through this policy, the District shall establish procedures related to use of school facilities that meet all codes within the Civic Center Act. To establish rules and regulations that protect District assets and as stewards of public funds to recover funds needed to maintain facilities used by community members as described in the Civic Center Act.



Santa Ana Unified School District

BOARD POLICY NO: 1330

EFFECTIVE:
REVIEWED: 08/28/2018

SUBJECT: **Use of School Facilities**
CATEGORY: Community Relations
RESPONSIBLE OFFICE(S): Business Services, Facilities & Governmental

IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

District Policies and Procedures:
Administrative Regulation 1330 Facilities Use Guidelines and Rate Schedule

Legal Reference:

EDUCATION CODE

10900-10914.5 Community recreation programs
38130-38138 Civic Center Act: use of school property for public purposes
38134

GOVERNMENT CODE

54950-54963 The Ralph M. Brown Act
Senate Bill 1404 Civic Center Act

CODE OF REGULATIONS, TITLE 5

14037-14042 Proportionate direct costs for use of school facilities and grounds

BUSINESS AND PROFESSIONS CODE

25608 Alcoholic beverage on school premises

UNITED STATES CODE, TITLE 20

7905 Equal access to public school facilities

COURT DECISIONS

Good New Club vs. Milford Central School, (2001) 533 U.S. 98
Lamb's Chapel vs. Center Moriches Union Free School \ District U.S. 384
Cole v. Richardson, (1972) 405 U.S. 676
Connell v. Higgenbotham, (1971) 403 U.S. 207
ACLU of So. Calif. V. Board of Education of Los Angeles (1961)55 Cal.2d 167
Ellis v. Board of Education, (1945) 27 Cal.2d 322

ATTORNEY GENERAL OPINIONS

82 Ops.Cal.Atty.Gen. 90 (1999)
79 Ops.Cal.Atty.Gen. 248 (1996)

ADOPTION AND REVISION HISTORY:

Adopted: (7-76 6-78 8-01 10-05 8-12 03-14 6-16) 10-18



Santa Ana Unified School District

BOARD POLICY NO: 1330

EFFECTIVE:

REVIEWED: 08/28/2018

SUBJECT: **Use of School Facilities**

CATEGORY: Community Relations

RESPONSIBLE OFFICE(S): Business Services, Facilities & Governmental

SCOPE:

The Superintendent or designee will develop and implement "Use of Facilities" policies that are in line with Education Code 38133 which mandates that the Governing Board develop rules and regulations related to the management, direction, and control of school facilities. Pursuant to Education Code 38130-38138 (SB-1404 School property: Civic Center Act., 2012), school facilities are civic centers and, under certain circumstances, members of the school community must be allowed to use them for specified purposes. In granting access for use of school facilities to district residents and community groups, care must be taken to avoid discriminating against certain individuals, groups, or viewpoints and thereby violating constitutional requirements, including free speech rights.

POLICY:

The Governing Board recognizes that District facilities and grounds are a community resource and authorizes their use by community groups for purposes provided for in the **SB-1404 School property: Civic Center Act. of 2012** when such use does not interfere with school activities. (cf. 6145.5 - Student Organizations and Equal Access)

~~All school-related activities shall be given priority in the use of facilities and grounds under the Civic Center Act.~~

California law permits the governing board of a school district to grant the use of school buildings or grounds for public use. The Board may also establish such terms and conditions of usage as it deems proper, subject to the limitations, requirements, and restrictions set forth in the Education Code of the State of California.

Civic Center activities will be scheduled during non-school hours, **typically from 6:00 AM to 6:00 PM, unless authorized by site administration.** All facility use outside the normal school day must have approved permits; these include all District or school-sponsored **events** ~~activities conducted~~ after regular school hours.

Pursuant to review by the Superintendent or designee, a co-sponsorship can be approved for the use of school facilities without a use of facilities charge, provided that staffing fees are paid by nonprofit organizations, clubs or associations organized to promote SAUSD youth and school activities.

Other groups requesting the use of school facilities under the Civic Center Act shall be charged at least direct costs.



Santa Ana Unified School District

BOARD POLICY NO: 1330

EFFECTIVE:
REVIEWED: 08/28/2018

SUBJECT: **Use of School Facilities**
CATEGORY: Community Relations
RESPONSIBLE OFFICE(S): Business Services, Facilities & Governmental

All school-related activities (clubs, class events, or any services provided directly to students, etc.) shall be given priority in the use of facilities under the Civic Center Act. Thereafter, the use of facilities shall be granted on a first-come, first-served basis which is defined as the first group submitting a request in the Civic Center program which tracks the date and time that a permit was submitted.

The Superintendent or designee shall maintain procedures and regulations for the use of school facilities and grounds that: (Education Code 38133)

1. Encourage and assist groups desiring to use school facilities for approved activities.
2. Preserve order in school buildings and on school grounds and protect school facilities, designating a person to supervise this task, if necessary.
3. Ensure that the use of school facilities or grounds is not inconsistent with their use for school purposes and does not interfere with the regular conduct of school work.

Fees **Approved Rental Value**

Groups shall be charged approved rental value when using school facilities or grounds for entertainment or meetings where admission is charged or contributions solicited and net receipts are not to be expended for charitable purposes or for the welfare of the district's students. (Education Code 38134)

The Board has determined ~~believes~~ that the use of school facilities or grounds should not result in costs to the District. The Board shall charge ~~usage fees~~ **approved rental value** to ensure that the District is (i) recovering the costs for making facilities available and (ii) charging fees **approved rental value**, which does not exceed the expenses incurred by the District as allowed by law.

The District shall base ~~usage fees~~ **approved rental value** on recommendations made through conducting a facilities usage fee justification study. The District shall periodically review the study and determine if the cost assumptions reflect the actual costs incurred by the District at that time of the study, and update fees **approved rental value** and charges as needed.

Revenues from the use of facilities will be placed in a designated Civic Center Account for the reimbursement of costs, repairs, maintenance, and replacement cost of the facility as specified by law.

Revenues From the Use of Facilities



Santa Ana Unified School District

BOARD POLICY NO: 1330

EFFECTIVE:
REVIEWED: 08/28/2018

SUBJECT: **Use of School Facilities**
CATEGORY: Community Relations
RESPONSIBLE OFFICE(S): Business Services, Facilities & Governmental

- ~~1. Will be placed in a designated Civic Center Account for the reimbursement of costs, repairs, maintenance, and replacement cost of the facility as specified by law.~~
- ~~2. Once expenditures are met, remaining revenue will be assigned for use by the specific school site.~~
- ~~3. All revenue and expenditures will be tracked by specific use at each designated school site.~~

DESIRED OUTCOME:

Through this policy, the District shall establish procedures related to use of school facilities that meet all codes within the Civic Center Act. To establish rules and regulations that protect District assets and as stewards of public funds to recover funds needed to maintain facilities used by community members as described in the Civic Center Act.

IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

District Policies and Procedures:

Administrative Regulation 1330 Facilities Use Guidelines and Rate Schedule

Legal Reference:

EDUCATION CODE

10900-10914.5 Community recreation programs
38130-38138 Civic Center Act: use of school property for public purposes
38134

GOVERNMENT CODE

54950-54963 The Ralph M. Brown Act
Senate Bill 1404 Civic Center Act

CODE OF REGULATIONS, TITLE 5

14037-14042 Proportionate direct costs for use of school facilities and grounds

BUSINESS AND PROFESSIONS CODE

25608 Alcoholic beverage on school premises

UNITED STATES CODE, TITLE 20

7905 Equal access to public school facilities

COURT DECISIONS



Santa Ana Unified School District

BOARD POLICY NO: 1330

EFFECTIVE:
REVIEWED: 08/28/2018

SUBJECT: **Use of School Facilities**
CATEGORY: Community Relations
RESPONSIBLE OFFICE(S): Business Services, Facilities & Governmental

Good New Club vs. Milford Central School, (2001) 533 U.S. 98
Lamb's Chapel vs. Center Moriches Union Free School \ District U.S. 384
Cole v. Richardson, (1972) 405 U.S. 676
Connell v. Higgenbotham, (1971) 403 U.S. 207
ACLU of So. Calif. V. Board of Education of Los Angeles (1961)55 Cal.2d 167
Ellis v. Board of Education, (1945) 27 Cal.2d 322

ATTORNEY GENERAL OPINIONS

82 Ops.Cal.Atty.Gen. 90 (1999)
79 Ops.Cal.Atty.Gen. 248 (1996)

ADOPTION AND REVISION HISTORY:

Adopted: (7-76 6-78 8-01 10-05 8-12 03-14 6-16) **10-18**

AGENDA ITEM BACKUP SHEET
October 9, 2018

Board Meeting

TITLE: Board Policy (BP) 4020 – Drug and Alcohol-Free Workplace
 (Revised: For Adoption)

ITEM: Action

SUBMITTED BY: Manoj Roychowdhury, Interim Deputy Superintendent, Administrative Services

BACKGROUND INFORMATION:

The updated policy contains revisions from the California School Board Association model policy. The revisions reflect new mandates to keep policies up to date and fully compliant. The last revision occurred in July 2016.

RATIONALE:

The purpose of this agenda item is to present for adoption a revised Board Policy (BP) 4020 – Drug and Alcohol-Free Workplace. The first reading took place at the September 25, 2018, Board meeting and is now being presented to the Board for adoption.

LCAP Goal: 3 Cultivate and maintain a healthy, safe, secure, and respectful school and working environmental for all.

Action: 07 Support the enhancement of school climate through smooth operations, processes, and customer service by ensuring that all staff engage in culturally proficient interaction with the public and customer service.

Services: 18 Human Resources Services

FUNDING:

No fiscal impact.

RECOMMENDATION:

Adopt the revised Board Policy (BP) 4020 – Drug and Alcohol-Free Workplace.

MR:mm



Santa Ana Unified School District

BOARD POLICY NO: 4020

EFFECTIVE: 10/09/2018

SUBJECT: Drug and Alcohol – Free Workplace

CATEGORY: Personnel

RESPONSIBLE OFFICE(S): Human Resources/Administrative Services

SCOPE:

Government Code 8355 mandates state grant recipients such as a school district to certify to the state contracting agency (e.g., the California Department of Education (CDE)) that it agrees to provide a drug-free workplace by taking the actions specified below. Federal grantees are also subject to the same requirements and must provide the same certifications under the federal Drug-Free Workplace Act (41 USC 8101-8106).

POLICY:

The Governing Board believes that the maintenance of drug and alcohol-free workplaces is essential to staff and student safety and to help ensure a productive and safe work and learning environment. This includes, pre-employment screening, reasonable suspicion, random, post-accident, return to duty, and follow-up drug and alcohol testing of drivers.

(cf. 4112.42/4212.42/4312.42 – Drug and Alcohol Testing for Commercial Drivers)

An employee shall not unlawfully manufacture, distribute, dispense, possess, or use any controlled substance or be under the influence of any alcoholic beverage in the workplace during working hours (including meal and break periods at any school district property or offsite) or while on duty, or at a school-related activity or event (Government Code 8355; 41 USC 8103) these prohibitions apply before, during, and after school hours. For purposes of this policy, on duty means while an employee is on duty during both instructional and non-instructional time in the classroom or workplace, at extracurricular or co-curricular activities, or while transporting students or otherwise supervising them.

A school district workplace is any place where school district work is performed, and school owned, leased or school approved vehicle used to transport students to and from school or school activities; any off-school sites when accommodating a school sponsored or school approved activity or function where students are under district jurisdiction; or during any period of time when an employee is supervising students on behalf of the district or otherwise engaged in district business. Under the influence means that the employee's capabilities are adversely or negatively affected, impaired, or diminished to an extent that impacts the employee's ability to safely and effectively perform his/her job.

Pursuant to the federal Omnibus Transportation Employee Testing Act of 1991, school bus drivers shall be subject to a drug and alcohol testing program that fulfills the requirements of the 49 CFR 382.

The Superintendent or designee shall notify employees of the district's prohibition against drug use and the actions that will be taken for violation of such prohibition. (Government Code 8355; 41 USC 8103)



Santa Ana Unified School District

BOARD POLICY NO: 4020

EFFECTIVE: 10/09/2018

REVIEWED: 09/25/2018

SUBJECT: Drug and Alcohol – Free Workplace

CATEGORY: Personnel

RESPONSIBLE OFFICE(S): Human Resources/Administrative Services

An employee shall abide by the terms of this policy and shall notify the district, within five days, of his/her conviction for violation in the workplace of any criminal drug statute. (Government Code 8355; 41 USC 8103)

The Superintendent of designee shall notify the appropriate federal granting or contracting agency within 10 days after receiving notification, from an employee or otherwise, of any conviction for a violation occurring in the workplace. (41 USC 8103)

Pursuant to California Education Code 44836 and 45123, the Board may not employ or retain in employment persons convicted of a controlled substance offense as defined in Education Code 44011. If any such conviction is reversed and the person acquitted in a new trial or the charges dismissed, his/her employment is no longer prohibited. A plea or verdict of guilty, a finding of guilt by a court in a trial without a jury, or a conviction following a plea of nolo contendere shall be deemed to be a conviction.

Pursuant to Education Code 45123, the district may employ for classified service a person who has been convicted of a controlled substance offense only if it determines, from evidence presented, that the person has been rehabilitated for at least five years. The Board shall determine the type and manner of presentation of the evidence, and the Board's determination as to whether or not the person has been rehabilitated is final.

Pursuant to Education Code 44425, whenever the holder of any credential issued by the State Board of Education or the Commission for Teacher Preparation and licensing has been convicted of a controlled substance offense as defined in Education Code 44011, the commission shall forthwith suspend the credential. When the conviction becomes final or when imposition of sentence is suspended, the commission shall revoke the credential. (Education Code 44425)

Pursuant to Education Code 44940, the district must immediately place on compulsory leave of absence any certificated employee charged with involvement in the sale, use or exchange to minors of certain controlled substances.

Pursuant to Education Code 44940, the district may immediately place on compulsory leave of absence any certificated employee charged with certain controlled substance offenses.

Pursuant to Education Code 45304, the district must immediately place on compulsory leave of absence any classified employee charged with involvement in the sale, use or exchange to minors of certain controlled substances.

Pursuant to Education Code 45304, the district may immediately place on compulsory leave of absence any classified employee charged with certain controlled substance offenses.



Santa Ana Unified School District

BOARD POLICY NO: 4020

EFFECTIVE: 10/09/2018

REVIEWED: 09/25/2018

SUBJECT: Drug and Alcohol – Free Workplace

CATEGORY: Personnel

RESPONSIBLE OFFICE(S): Human Resources/Administrative Services

In accordance with law and the district's collective bargaining agreements, the Superintendent or designee shall take appropriate disciplinary action, up to and including termination, against an employee for violating the terms of this policy and/or shall require the employee to satisfactorily participate in and complete drug assistance or rehabilitation program approved by federal, state, or local public health or law enforcement agency or other appropriate agency. (cf. 4218 – Dismissal/Suspension/Disciplinary Action)

The Superintendent or designee shall establish a drug-free awareness program to inform employees about: (Government Code 8355; 41 USC 8103)

1. The dangers of drug abuse in the workplace
2. The district's policy of maintaining a drug-free workplace
3. Available drug counseling, rehabilitation, and employee assistance programs
4. The penalties that may be imposed on employees for drug abuse violations occurring in the workplace

DESIRED OUTCOME:

Through this policy and related administrative regulation, the District shall ensure a drug and alcohol free workplace.

IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

District Policies and Procedures:

BP/AR 4112.42/4212.42/4312.42 – Drug and Alcohol Testing for Commercial Drivers

BP/AR 4218 – Dismissal/Suspension/Disciplinary Action

Legal Reference:

Education Code:

- 44011 Controlled substance offense
- 44425 Conviction of controlled substance offenses as grounds for revocation of credential
- 44836 Employment of certificated persons convicted of controlled substance offenses
- 44940 Compulsory leave of absence for certificated persons
- 44940.5 Procedures when employees are placed on compulsory leave of absence
- 45123 Employment after conviction of controlled substance offense
- 45304 Compulsory leave of absence for classified persons

Government Code:

8350--8357 Drug-free workplace

United States Code, Title 20

7111-7117 Safe and Drug Free Schools and Communities Act



Santa Ana Unified School District

BOARD POLICY NO: 4020

EFFECTIVE: 10/09/2018

REVIEWED: 09/25/2018

SUBJECT: **Drug and Alcohol – Free Workplace**

CATEGORY: Personnel

RESPONSIBLE OFFICE(S): Human Resources/Administrative Services

United States Code, Title 21

812 Schedule of controlled substances

United States Code, Title 41

8101-8106 Drug-Free Workplace Act

Code of Federal Regulations, Title 21

1308.01-1308.49 Schedule of controlled substances

Court Decisions:

Cahoon v. Governing Board of Ventura USD, (2009) 171 Cal.App.4th 381

Ross v. RagingWire Telecommunications, Inc., (2008) 42 Cal.4th 920

Management Resources:

Web Sites:

California Department of Education: <http://www.cde.ca.gov>

California Department of Health Care Services: <http://dhcs.ca.gov>

U.S. Department of Labor: <http://www.dol.gov>

ADOPTION AND REVISION HISTORY:

(7-89, 2-91, 10-96, 3-05, 11-14, 7-16) 9-18

Santa Ana, CA



Santa Ana Unified School District

BOARD POLICY NO: 4020

EFFECTIVE: 10/09/2018

SUBJECT: **Drug and Alcohol – Free Workplace**

CATEGORY: Personnel

RESPONSIBLE OFFICE(S): Human Resources/Business Services

SCOPE:

Government Code 8355 mandates state grant recipients such as a school district to certify to the state contracting agency (e.g., the California Department of Education (CDE)) that it agrees to provide a drug-free workplace by taking the actions specified below. Federal grantees are also subject to the same requirements and must provide the same certifications under the federal Drug-Free Workplace Act (41 USC 8101-8106).

POLICY:

The Governing Board believes that the maintenance of drug and alcohol-free workplaces is essential to staff and student safety and to help ensure a productive and safe work and learning environment. This includes, pre-employment screening, reasonable suspicion, random, post-accident, return to duty, and follow-up drug and alcohol testing of drivers.

~~(cf. 4112.41/4212.41/4312.41 – Employee Drug and Alcohol Testing)~~

~~(cf. 4112.42/4212.42/4312.42 – Drug and Alcohol Testing for Commercial Drivers)~~

~~(cf. 4112.43/4212.43/4312.43 – School Transport and District Drivers Safety Sensitive Positions)~~

An employee shall not unlawfully manufacture, distribute, dispense, possess, or use any controlled substance or be under the influence of any alcoholic beverage in the workplace **during working hours (including meal and break periods at any school district property or offsite)** or while on duty, ~~at any school district property~~, or at a school-related activity or event (Government Code 8355; 41 USC 8103) these prohibitions apply before, during, and after school hours. For purposes of this policy, on duty means while an employee is on duty during both instructional and non-instructional time in the classroom or workplace, at extracurricular or co-curricular activities, or while transporting students or otherwise supervising them.

A school district workplace is any place where school district work is performed, and school owned, leased or school approved vehicle used to transport students to and from school or school activities; any off-school sites when accommodating a school sponsored or school approved activity or function where students are under district jurisdiction; or during any period of time when an employee is supervising students on behalf of the district or otherwise engaged in district business. Under the influence means that the employee's capabilities are adversely or negatively affected, impaired, or diminished to an extent that impacts the employee's ability to safely and effectively perform his/her job.

Pursuant to the federal Omnibus Transportation Employee Testing Act of 1991, school bus drivers shall be subject to a drug and alcohol testing program that fulfills the requirements of the 49 CFR 382.



Santa Ana Unified School District

BOARD POLICY NO: 4020

EFFECTIVE: 10/09/2018

REVIEWED: 09/25/2018

SUBJECT: **Drug and Alcohol – Free Workplace**

CATEGORY: Personnel

RESPONSIBLE OFFICE(S): Human Resources/Business Services

The Superintendent or designee shall notify employees of the district's prohibition against drug use and the actions that will be taken for violation of such prohibition. (Government Code 8355; 41 USC 701 **8103**)

An employee shall abide by the terms of this policy and shall notify the district, within five days, of his/her conviction for violation in the workplace of any criminal drug statute. (Government Code 8355; 41 USC 8103)

The Superintendent or designee shall notify the appropriate federal granting or contracting agency within 10 days after receiving notification, from an employee or otherwise, of any conviction for a violation occurring in the workplace. (41 USC 8103)

Pursuant to California Education Code 44836 and 45123, the Board may not employ or retain in employment persons convicted of a controlled substance offense as defined in Education Code 44011. If any such conviction is reversed and the person acquitted in a new trial or the charges dismissed, his/her employment is no longer prohibited. A plea or verdict of guilty, a finding of guilt by a court in a trial without a jury, or a conviction following a plea of nolo contendere shall be deemed to be a conviction. (~~cf. 4112, 4212 Appointment and Conditions of Employment~~)

Pursuant to Education Code 45123, the district may employ for classified service a person who has been convicted of a controlled substance offense only if it determines, from evidence presented, that the person has been rehabilitated for at least five years. The Board shall determine the type and manner of presentation of the evidence, and the Board's determination as to whether or not the person has been rehabilitated is final.

Pursuant to Education Code 44425, whenever the holder of any credential issued by the State Board of Education or the Commission for Teacher Preparation and licensing has been convicted of a controlled substance offense as defined in Education Code 44011, the commission shall forthwith suspend the credential. When the conviction becomes final or when imposition of sentence is suspended, the commission shall revoke the credential. (Education Code 44425)

Pursuant to Education Code 44940, the district must immediately place on compulsory leave of absence any certificated employee charged with involvement in the sale, use or exchange to minors of certain controlled substances.

Pursuant to Education Code 44940, the district may immediately place on compulsory leave of absence any certificated employee charged with certain controlled substance offenses.



Santa Ana Unified School District

BOARD POLICY NO: 4020

EFFECTIVE: 10/09/2018

REVIEWED: 09/25/2018

SUBJECT: **Drug and Alcohol – Free Workplace**

CATEGORY: Personnel

RESPONSIBLE OFFICE(S): Human Resources/Business Services

Pursuant to Education Code 45304, the district must immediately place on compulsory leave of absence any classified employee charged with involvement in the sale, use or exchange to minors of certain controlled substances.

Pursuant to Education Code 45304, the district may immediately place on compulsory leave of absence any classified employee charged with certain controlled substance offenses. (~~cf. 4032—Reasonable Accommodation~~)

In accordance with law and the district's collective bargaining agreements, the Superintendent or designee shall take appropriate disciplinary action, up to and including termination, against an employee for violating the terms of this policy and/or shall require the employee to satisfactorily participate in and complete drug assistance or rehabilitation program approved by federal, state, or local public health or law enforcement agency or other appropriate agency.

(~~cf. 4212—Appointment and Conditions of Employment~~)

(~~cf. 4117.4—Dismissal~~)

(cf. 4218 – Dismissal/Suspension/Disciplinary Action)

The Superintendent or designee shall establish a drug-free awareness program to inform employees about: (Government Code 8355; 41 USC 8103)

1. The dangers of drug abuse in the workplace
2. The district's policy of maintaining a drug-free workplace
3. Available drug counseling, rehabilitation, and employee assistance programs (~~cf. 4159/4259/4359—Employee Assistance Programs~~)
4. The penalties that may be imposed on employees for drug abuse violations occurring in the workplace

DESIRED OUTCOME:

Through this policy and related administrative regulation, the District shall ensure a drug and alcohol free workplace.

IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

District Policies and Procedures:

BP/AR 4112.42/4212.42/4312.42 – Drug and Alcohol Testing for Commercial Drivers

BP/AR 4218 – Dismissal/Suspension/Disciplinary Action



Santa Ana Unified School District

BOARD POLICY NO: 4020

EFFECTIVE: 10/09/2018

REVIEWED: 09/25/2018

SUBJECT: **Drug and Alcohol – Free Workplace**

CATEGORY: Personnel

RESPONSIBLE OFFICE(S): Human Resources/Business Services

Legal Reference:

Education Code:

- 44011 Controlled substance offense
- 44425 Conviction of controlled substance offenses as grounds for revocation of credential
- 44836 Employment of certificated persons convicted of controlled substance offenses
- 44940 Compulsory leave of absence for certificated persons
- 44940.5 Procedures when employees are placed on compulsory leave of absence
- 45123 Employment after conviction of controlled substance offense
- 45304 Compulsory leave of absence for classified persons

Government Code:

- 8350--8357 Drug-free workplace

United States Code, Title 20

- 7111-7117 Safe and Drug Free Schools and Communities Act

United States Code, Title 21

- 812 Schedule of controlled substances

United States Code, Title 41

- 8101-8106 Drug-Free Workplace Act

Code of Federal Regulations, Title 21

- 1308.01-1308.49 Schedule of controlled substances

Court Decisions:

Cahoon v. Governing Board of Ventura USD, (2009) 171 Cal.App.4th 381

Ross v. RagingWire Telecommunications, Inc., (2008) 42 Cal.4th 920

Management Resources:

Web Sites:

California Department of Education: <http://www.cde.ca.gov>

California Department of Health Care Services: <http://dhcs.ca.gov>

U.S. Department of Labor: <http://www.dol.gov>

ADOPTION AND REVISION HISTORY:

(7-89, 2-91, 10-96, 3-05, 11-14, **7-16**) ~~7-16~~ **9-18**

Santa Ana, CA

AGENDA ITEM BACKUP SHEET
October 9, 2018

Board Meeting

TITLE: Board Policy (BP) 4127/4227/4327 – Temporary Athletic Team Coaches (Revised: For Adoption)

ITEM: Action

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

BACKGROUND INFORMATION:

The updated policy contains revisions from the California School Board Association model policy. The revisions reflect new mandates to keep policies up to date and fully compliant. The last revision occurred in October 1996.

RATIONALE:

The purpose of this agenda item is to present for adoption a revised Board Policy (BP) 4127/4227/4327 – Temporary Athletic Team Coaches. The first reading took place at the September 25, 2018, Board meeting and is now being presented to the Board for adoption.

LCAP Goal: 3 Cultivate and maintain a healthy, safe, secure, and respectful school and working environmental for all.

Action: 07 Support the enhancement of school climate through smooth operations, processes, and customer service by ensuring that all staff engage in culturally proficient interaction with the public and customer service.

Services: 08 Human Resources

FUNDING:

No fiscal impact.

RECOMMENDATION:

Adopt the revised Board Policy (BP) 4127/4227/4327 – Temporary Athletic Team Coaches.



Santa Ana Unified School District

BOARD POLICY NO: 4127/4227/4327

EFFECTIVE: 10/09/18

REVIEWED: 09/25/2018

SUBJECT: Temporary Athletic Team Coaches

CATEGORY: Personnel

RESPONSIBLE OFFICE(S): Human Resources

SCOPE:

The Governing Board desires to employ highly qualified coaches for the district's sports and interscholastic athletic programs in order to enhance the knowledge, skills, motivation, and safety of student athletes. (cf. 6142.7 - Physical Education and Activity) (cf. 6145.2 - Athletic Competition)

POLICY:

The Superintendent or designee shall determine criteria in accordance with law for certifying the competency of all staff employed to coach or supervise District athletic teams.

Prior to employment, the Superintendent or designee shall ensure that all temporary coaches, certificated or non-certificated, have received appropriate training, are qualified in all competencies required by law, and meet or will meet all qualifications for employment. He/she may waive competency requirements for persons enrolled in appropriate training courses leading to acquisition of the competency, provided such persons serve under the direct supervision of a fully qualified coach.

All coaches shall adhere to administrative regulations and the codes of ethical conduct published by the state and the California Interscholastic Federation. (cf. 6145.2 —Athletic Competition)

Volunteer athletic team coaches shall meet all the qualifications and competencies required of temporary athletic team coaches employed by the District. (cf. 1240 – Volunteer Worker)

The Superintendent or designee may hire a certificated or non-certificated employee, other than a substitute employee, to supervise or instruct interscholastic athletic activities as a temporary employee in a limited assignment capacity. (5 CCR 5590)

When hiring a person to fill a position as a temporary athletic team coach, the position shall first be made available to qualified certificated teachers currently employed by the district. (Education Code 44919)

5 CCR 5596 specifies a code of ethical conduct for athletic coaches; see the accompanying administrative regulation. In addition, the California Interscholastic Federation (CIF) has adopted a set of principles to guide the conduct of coaches and other participants in interscholastic athletic competitions; see BP 6145.2 - Athletic Competition.

All coaches shall be subject to Board policies, administrative regulations, and California Interscholastic Federation bylaws and codes of ethical conduct. (cf. 4218 – Dismissal/Suspension/Disciplinary Action) (cf. 5131.1 – Bus Conduct) (cf. 5131.63 – Steroids) (cf. 5141.4 – Child Abuse Prevention and Reporting) Non-certificated coaches shall have no authority to assign grades to students. (5 CCR 5591) (cf. 5121 – Grades/Evaluation of Student Achievement)



Santa Ana Unified School District

BOARD POLICY NO: 4127/4227/4327

EFFECTIVE: 10/09/18

REVIEWED: 09/25/2018

SUBJECT: Temporary Athletic Team Coaches

CATEGORY: Personnel

RESPONSIBLE OFFICE(S): Human Resources

Qualifications and Training:

5 CCR 5593 establishes the minimum qualifications for employees serving as temporary athletic team coaches; see the accompanying administrative regulation.

The Superintendent or designee shall establish qualification criteria for all athletic coaches in accordance with law and district standards. These criteria shall ensure that coaches possess an appropriate level of competence, knowledge, and skill.

Pursuant to Education Code 49024, any non-certificated employee or volunteer who works with students in a district-sponsored student activity program, such as an interscholastic athletic program, is required to obtain an Activity Supervisor Clearance Certificate (ASCC) from the Commission on Teacher Credentialing, unless the district requires the candidate to clear a Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) criminal background check. See BP/AR 1240 - Volunteer Assistance and AR 4112.5/4212.5/4312.5 - Criminal Record Check. Thus, the Governing Board may (1) choose to require a temporary athletic team coach to obtain the ASCC or a DOJ/FBI criminal background check; (2) permit an individual, at his/her discretion, to obtain either the ASCC or DOJ/FBI check; or (3) apply different requirements to different positions in the district (e.g., head coaches vs. assistant coaches; employees vs. volunteers).

Any noncertificated employee or volunteer who works with students in a district-sponsored interscholastic athletic program shall, prior to beginning his/her duties, submit to the Superintendent or designee either an Activity Supervisor Clearance Certificate issued by the Commission on Teacher Credentialing or a Department of Justice and Federal Bureau of Investigation criminal background clearance. (Education Code 49024) (cf. 1240 – Volunteer Worker)

Following the selection of a temporary athletic team coach, the Superintendent or designee shall certify to the Board, at the next regular Board meeting or within 30 days, whichever is sooner, that the coach meets the qualifications and competencies required by 5 CCR 5593. By April 1 of each year, the Board shall certify to the State Board of Education that the provisions of 5 CCR 5593 have been met. (5 CCR 5594)

Education Code 49032 requires that all high school coaches complete a district or CIF-developed coaching education program that meets the guidelines of Education Code 35179.1 and includes training on the signs, symptoms, and appropriate response to concussions. Additionally, Education Code 33479.6, as added by AB 1639 (Ch. 792, Statutes of 2016), requires coaches to complete a training course related to the nature and warning signs of sudden cardiac arrest and to retake such a course every two years thereafter. See the accompanying administrative regulation.



Santa Ana Unified School District

BOARD POLICY NO: 4127/4227/4327

EFFECTIVE: 10/09/18
REVIEWED: 09/25/2018

SUBJECT: **Temporary Athletic Team Coaches**
CATEGORY: Personnel
RESPONSIBLE OFFICE(S): Human Resources

The District may also require that all coaches complete training related to Heat Illness Awareness, CPR and Ethics and Boundaries for School Employees.

In addition, the Superintendent or designee shall regularly report to the Board regarding the extent to which the district's coaches have completed the trainings required by law, including those required pursuant to Education Code 33479.6 and 49032, and by district policy.

DESIRED OUTCOME:

Through this policy, the District shall establish procedures to ensure that all temporary coaches, and volunteer athletic team coaches - certificated or non-certificated, have received appropriate training required by law, and meet qualifications for employment.

IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

District Policies and Procedures:

BP/AR 1240 – Volunteer Worker
BP/AR 4218 – Dismissal/Suspension/Disciplinary Action
BP/AR 5121 – Grades/Evaluation of Student Achievement
BP 5131.1 – Bus Conduct
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BP/AR 6145.2 – Athletic Competition
BP/AR 6142.7 – Physical Education and Activity

Legal Reference:

Education Code:

| | |
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| 35179.7 | Interscholastic athletic program and activities |
| 35179-35179.7 | Interscholastic athletics |
| 33479-33479.9 | The Eric Parades Sudden Cardiac Arrest Prevention Act |
| 44010 | Sex offense |
| 44011 | Controlled substance offense |
| 44332-44332.5 | Temporary certificates |
| 44424 | Conviction of a crime |
| 44808 | Liability when students are not on school property |
| 44919 | Classification of temporary employees |
| 45125.01 | Interagency agreements for criminal record information |
| 45347 | Instructional aides subject to requirements for classified staff |
| 45349 | Use of volunteers to supervise or instruct students |
| 49024 | Activity Supervisor Clearance Certificate |



Santa Ana Unified School District

BOARD POLICY NO: 4127/4227/4327

EFFECTIVE: 10/09/18

REVIEWED: 09/25/2018

SUBJECT: **Temporary Athletic Team Coaches**

CATEGORY: Personnel

RESPONSIBLE OFFICE(S): Human Resources

| | |
|-------------|--|
| 44916 | Written statement indicating employment status |
| 44919 | Classification of temporary employees |
| 49030-49034 | Performance-enhancing substances |
| 49406 | Examination for tuberculosis |

Code of Regulations, Title 5

| | |
|-----------|---|
| 5531 | Supervision of extracurricular activities of pupils |
| 5590-5596 | Duties of Temporary Athletic Team Coaches |

Court Decisions:

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COMMISSION ON TEACHER CREDENTIALING CODED CORRESPONDENCE

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California Department of Education: <http://www.cde.ca.gov>

California Interscholastic Federation: <http://www.cifstate.org>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

National Athletic Trainers' Association: <http://www.nata.org>

ADOPTION AND REVISION HISTORY:

(10-96) 9-18

Santa Ana, CA



Santa Ana Unified School District

BOARD POLICY NO: 4127/4227/4327

EFFECTIVE:
REVIEWED: 09/25/2018

SUBJECT: **Temporary Athletic Team Coaches**
CATEGORY: Personnel
RESPONSIBLE OFFICE(S): Human Resources

SCOPE:

The Governing Board desires to employ highly qualified coaches for the district's sports and interscholastic athletic programs in order to enhance the knowledge, skills, motivation, and safety of student athletes. (cf. 6142.7 - Physical Education and Activity) (cf. 6145.2 - Athletic Competition)

POLICY:

The Superintendent or designee shall determine criteria in accordance with law for certifying the competency of all staff employed to coach or supervise District athletic teams.

Prior to employment, the Superintendent or designee shall ensure that all temporary coaches, certificated or non-certificated, have received appropriate training, are qualified in all competencies required by law, and meet or will meet all qualifications for employment. He/she may waive competency requirements for persons enrolled in appropriate training courses leading to acquisition of the competency, provided such persons serve under the direct supervision of a fully qualified coach.

All coaches shall adhere to administrative regulations and the codes of ethical conduct published by the state and the California Interscholastic Federation. (cf. 6145.2 – Interscholastic Athletic Competition) (cf. 6145.21 – Sportsmanship)

Volunteer athletic team coaches shall meet all the qualifications and competencies required of temporary athletic team coaches employed by the District. (cf. 1240 – Volunteer Worker Assistance)

The Superintendent or designee may hire a certificated or non-certificated employee, other than a substitute employee, to supervise or instruct interscholastic athletic activities as a temporary employee in a limited assignment capacity. (5 CCR 5590)

When hiring a person to fill a position as a temporary athletic team coach, the position shall first be made available to qualified certificated teachers currently employed by the district. (Education Code 44919)

5 CCR 5596 specifies a code of ethical conduct for athletic coaches; see the accompanying administrative regulation. In addition, the California Interscholastic Federation (CIF) has adopted a set of principles to guide the conduct of coaches and other participants in interscholastic athletic competitions; see BP 6145.2 - Athletic Competition.

All coaches shall be subject to Board policies, administrative regulations, and California Interscholastic Federation bylaws and codes of ethical conduct. (cf. 4218 –



Santa Ana Unified School District

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Dismissal/Suspension/Disciplinary Action) (cf. 5131.1 – Bus Conduct) (cf. 5131.63 – Steroids) (cf. 5141.4 – Child Abuse Prevention and Reporting) Non-certificated coaches shall have no authority to assign grades to students. (5 CCR 5591) (cf. 5121 – Grades/Evaluation of Student Achievement)

Qualifications and Training:

5 CCR 5593 establishes the minimum qualifications for employees serving as temporary athletic team coaches; see the accompanying administrative regulation.

The Superintendent or designee shall establish qualification criteria for all athletic coaches in accordance with law and district standards. These criteria shall ensure that coaches possess an appropriate level of competence, knowledge, and skill.

Pursuant to Education Code 49024, any non-certificated employee or volunteer who works with students in a district-sponsored student activity program, such as an interscholastic athletic program, is required to obtain an Activity Supervisor Clearance Certificate (ASCC) from the Commission on Teacher Credentialing, unless the district requires the candidate to clear a Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) criminal background check. See BP/AR 1240 - Volunteer Assistance and AR 4112.5/4212.5/4312.5 - Criminal Record Check. Thus, the Governing Board may (1) choose to require a temporary athletic team coach to obtain the ASCC or a DOJ/FBI criminal background check; (2) permit an individual, at his/her discretion, to obtain either the ASCC or DOJ/FBI check; or (3) apply different requirements to different positions in the district (e.g., head coaches vs. assistant coaches; employees vs. volunteers).

Any noncertificated employee or volunteer who works with students in a district-sponsored interscholastic athletic program shall, prior to beginning his/her duties, submit to the Superintendent or designee either an Activity Supervisor Clearance Certificate issued by the Commission on Teacher Credentialing or a Department of Justice and Federal Bureau of Investigation criminal background clearance. (Education Code 49024) (cf. 1240 – Volunteer Worker)

Following the selection of a temporary athletic team coach, the Superintendent or designee shall certify to the Board, at the next regular Board meeting or within 30 days, whichever is sooner, that the coach meets the qualifications and competencies required by 5 CCR 5593. By April 1 of each year, the Board shall certify to the State Board of Education that the provisions of 5 CCR 5593 have been met. (5 CCR 5594)

Education Code 49032 requires that all high school coaches complete a district or CIF-developed coaching education program that meets the guidelines of Education Code 35179.1 and includes



Santa Ana Unified School District

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RESPONSIBLE OFFICE(S): Human Resources

training on the signs, symptoms, and appropriate response to concussions. Additionally, Education Code 33479.6, as added by AB 1639 (Ch. 792, Statutes of 2016), requires coaches to complete a training course related to the nature and warning signs of sudden cardiac arrest and to retake such a course every two years thereafter. See the accompanying administrative regulation.

The District may also require that all coaches complete training related to Heat Illness Awareness, CPR and Ethics and Boundaries for School Employees.

In addition, the Superintendent or designee shall regularly report to the Board regarding the extent to which the district's coaches have completed the trainings required by law, including those required pursuant to Education Code 33479.6 and 49032, and by district policy.

DESIRED OUTCOME:

Through this policy, the District shall establish procedures to ensure that all temporary coaches, and volunteer athletic team coaches - certificated or non-certificated, have received appropriate training required by law, and meet qualifications for employment.

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RESPONSIBLE OFFICE(S): Human Resources

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National Athletic Trainers' Association: <http://www.nata.org>

ADOPTION AND REVISION HISTORY:

(10-96) **9-18**

Santa Ana, CA

AGENDA ITEM BACKUP SHEET
October 9, 2018

Board Meeting

TITLE: Board Bylaw (BB) 9320.1 – Parliamentary Procedure
(Revised: For First Reading)

ITEM: First Reading

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to present to the Board, for first reading, the proposed revision to the current Board Bylaw (BB) 9320.1 - Parliamentary Procedure.

RATIONALE:

BB 9320.1 revised and updated to address alignment of Board policies with the District's vision, goals, and local control and accountability plan and add the concept of proactively addressing equity and equal access in board policies. Material rearranged to emphasize that policies are not operative if in conflict with applicable federal or state law, regulations, or court decisions.

RECOMMENDATION:

First reading of revised Board Bylaw (BB) 9320.1 – Parliamentary Procedure.



Santa Ana Unified School District

BOARD BYLAW NO: 9320.1

EFFECTIVE: //
REVIEWED: 10/09/2018

SUBJECT: **Parliamentary Procedure**
CATEGORY: Board Bylaws
RESPONSIBLE OFFICE(S): Office of the Superintendent

SCOPE:

Time Limit – Length of Meeting

The Board believes that late night meetings deter public participation, can affect the Board's decision-making ability, and can be a burden to staff. Regular Board meetings shall be adjourned at ~~11:00~~ **10:30** p.m. unless extended to a specific time determined by a majority vote of the Board. The meeting shall be extended no more than once and may be adjourned to a later date. (cf. 9320 – Meetings and Notices) (cg. 9323 – Meeting Conduct)

Presiding Officer May Debate and Vote

The presiding officer may move, second, and debate from the chair, subject only to such limitations of debate as are by these rules imposed on all Board Members, and shall not be deprived of any of the rights and privileges of a Board Member by reason of his/her acting as the presiding officer.

Getting the Floor – Improper Reference to be Avoided

Every Board Member desiring to speak shall address the chair, and upon recognition by the presiding officer, shall confine himself/**herself** to the question under debate, avoiding all personalities and indecorous language. **A maximum of five (5) minutes per member of the Board will be allotted for discussion on the question under debate.**

The Superintendent and members of his/her staff shall address the chair, and upon recognition may present recommendations and information pertinent to the question under consideration.

Interruptions

A Board Member, once recognized, shall not be interrupted when speaking unless it be to call him/her to order, or as herein otherwise provided. If a Board Member while speaking be called to order, he/she shall cease speaking until the question of order be determined. If in order, he/she shall be permitted to proceed.

Disqualification and Abstention

No Board Member shall be permitted to disqualify himself/**herself** unless such disqualification shall have been offered as a good faith potential conflict of interest statement or approved by vote of the remainder of the Board present. Abstentions shall not be counted as a vote for or against a matter.

Tied Votes – Deemed Denial

All tied votes shall be deemed to be denials.



Santa Ana Unified School District

BOARD BYLAW NO: 9320.1

EFFECTIVE: //
REVIEWED: 10/09/2018

SUBJECT: **Parliamentary Procedure**
CATEGORY: Board Bylaws
RESPONSIBLE OFFICE(S): Office of the Superintendent

POLICY:

Rules of Order

Any rules and regulations may be suspended at any regular meeting by a majority consent of the Board (three (3) votes). However, no resolution, proceeding, or other action of the Board shall be invalidated or the legality thereof otherwise affected by the failure or omission to observe or follow said rule.

In matters of parliamentary procedure not covered by the State Education Code, the Administrative Code, or these rules, the provisions of Robert's Rules of Order shall be used as a guide.

Manner of Addressing Board – Time Limit, Spokesman for Group

The Board President shall make a statement of procedure at the beginning of the meeting which shall include whether the public will be provided the opportunity to address the Board immediately before the Board considers each individual item or before the Board considers its items in their approval order. The Board President shall consider the length of the agenda and the number of cards submitted to address individual items when he/she announces the procedure. The majority of the Board could direct a different order for public input if it disagrees with the Board President.

Statements by any person addressing the Board which reflect adversely upon the racial, gender, religious, economic or political views, character, or motives of any person are out of order. Persistence in such remarks or improper conduct shall be grounds for summary termination, by the Chair, of the person's privilege to address the Board.

Each person addressing the Board shall step to the microphone, shall give his/her name and address, and may provide information regarding the number of their children and the school or schools they attend, and shall provide their District employment site, if applicable, in an audible tone of voice for the records and, unless further time is granted by the presiding officer, shall limit his/her address to three (3) minutes. Depending upon the number of speakers addressing non-agendized items and specific agendized items, the majority of the Board could reduce the number of minutes allocated to each speaker.

All remarks shall be addressed to the Board as a body and not to any Member thereof. No person, other than a Board Member and the person having the floor, shall be permitted to enter into any discussion without the permission of the presiding officer.

Whenever a group of persons wishes to address the Board on the same subject matter, it shall be proper for the presiding officer to request that a spokesman be chosen by the group to address the Board; and, in case additional matters are to be presented at the time by any other member of said group, to limit the number of persons so addressing the Board, so as to avoid unnecessary repetitions before the Board.



Santa Ana Unified School District

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REVIEWED: 10/09/2018

SUBJECT: **Parliamentary Procedure**
CATEGORY: Board Bylaws
RESPONSIBLE OFFICE(S): Office of the Superintendent

DESIRED OUTCOME:

Decorum – By Board Members

While the Board is in session, the Members must preserve order and decorum and a Member shall neither, by conversation or otherwise, delay or interrupt the proceedings or the peace of the Board nor disturb any Member while speaking or refuse to obey the orders of the Board or the presiding officer.

Decorum – By Other Persons

Any person, while in attendance at any Board meeting, who makes personal, impertinent, or slanderous remarks, or who uses profane language, or language tending to bring the Board, or any of its Members, or any District employee into contempt, or any person who interrupts any proceedings of the Board, or refuses or fails to be seated or keep quiet when ordered to do so by the presiding officer, shall be requested to leave said meeting. Any person who willfully disturbs any Board Meeting is guilty of a misdemeanor and punishable by a fine.

Motion to Adjourn

A motion to adjourn shall always be in order and decided without debate.

Securing Permission – Right to Address Board

Any person desiring to address the Board on an agendized or a non-agendized item shall first secure the permission of the presiding officer. Presentations on agendized public session items shall be limited to the item under discussion by the board.

Oral Communications

Any person may address the Board by oral communication on any non-agendized matter concerning School District business, and/or any matter over which the Board has control; provided, however, that preference shall be given to those persons who have notified the Superintendent of their desire to speak in order that the same may appear on the agenda of the Board.

Complaints or Concerns Against District Employees

Members of the public, employees or other persons who attempt or offer to bring concerns against District employees at a public session of the Board shall be informed of the employee's rights and informed of the procedure to file a written complaint. (cf 1312.1 – Complaints Concerning District Employees)

ADOPTION AND REVISION HISTORY:

Adopted: (12/69 9/91 4/94 9/94 11/94 8/95 10/00 1/14) Santa Ana, CA



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