

*Santa Ana Unified School District
Board of Education*

Board Meeting Agenda

**Tuesday, November 15, 2016
6:00 p.m.**

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



**Rob Richardson
Vice President**

**John Palacio
President**

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

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

**Valerie Amezcua
Clerk**

**Cecilia "Ceci" Iglesias
Member**

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

Mission Statement

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

BOARD OF EDUCATION MEETING INFORMATION

Role of the Board

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

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

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

Board Meeting Documentation

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

Public Comments at Board Meetings

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

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

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

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

Televised Meeting Schedule

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

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

BOARD OF EDUCATION
REGULAR MEETING

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

TUESDAY
NOVEMBER 15, 2016

AGENDA

CALL TO ORDER

5:00 P.M. RECESS TO CLOSED SESSION

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

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

PUBLIC EMPLOYMENT: Deputy Superintendent-Administrative Services; Executive Director, Human Resources; Assistant Principal, Segerstrom High School; Assistant Principal, Madison Elementary School; Manager of Custodial Services

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

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

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

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION:
Two potential cases

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION:
Case Number: 34-2016-80002632

- E. With respect to every item of business to be discussed in Closed Session pursuant to Government Code Section 54956.8:

CONFERENCE WITH REAL PROPERTY NEGOTIATOR: 2406 S. Main St., Santa Ana, CA
Orin Williams,
District Negotiator

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

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

RECONVENE REGULAR MEETING

6:00 P.M. MEETING

PLEDGE OF ALLEGIANCE

HIGH SCHOOL STUDENT AMBASSADORS

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

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

RECOGNITIONS / ACKNOWLEDGMENTS

- Summer 2016 Jet Propulsion Laboratory Scholarship Recipients
- Michael Howard and Operation Clean Slate
- Certificated Employee of the Month for November 2016, Amber Lund
- Classified Employee of the Month for November 2016, Alma Moraga

SUPERINTENDENT'S REPORT

PUBLIC PRESENTATIONS (Pursuant to Government Code 54954.3)

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

1.0 APPROVAL OF CONSENT CALENDAR

- 1.1 Approval of Regular Board Meeting Minutes - October 25, 2016
- 1.2 2015-16 Annual Report for Williams Settlement Legislation
- 1.3 Acceptance of Gifts in Accordance with Board Policy 3290 – Gifts, Grants, and Bequests
- 1.4 Approval of Extended Field Trip(s) in Accordance with Board Policy (BP) 6153 – School-Sponsored Trips and Administrative Regulation (AR) 6153.1 – Extended School-Sponsored Trips

- 1.5 Approval of Payment and Reimbursement of Costs Incurred for Student with Disabilities for 2016-17 School Year
- 1.6 Approval of Agreement with Grupo Crecer for Period of January 26 through March 16, 2017
- 1.7 Approval of Agreement with Houghton Mifflin Harcourt for Period of November 16, 2016 through November 15, 2017
- 1.8 Approval of Agreement with Madison Park Neighborhood Association/GREEN Project for Period of November 19, 2016 through June 3, 2017
- 1.9 Approval of Agreement with Rebeca Juarez for Period of November 16, 2016 through June 1, 2017
- 1.10 Authorization to Amend the Agreement with Cumming Construction Management, Inc.
- 1.11 Approval of Increase to Funding Amount for Consultant Agreement between Investigation Firm of Nicole Miller & Associates, Inc. and Human Resources Department
- 1.12 Ratification of Purchase Order Summary and Listing of all Purchase Orders, for the Period of October 12, 2016 through October 25, 2016
- 1.13 Ratification of Expenditure Summary and Warrants Issued Over \$25,000 for the Period of October 12, 2016 through October 25, 2016
- 1.14 Approval of Substitute Subcontractor for Earthwork and Grading for Bid Package No. 1907 – Phase 2 Classroom Building Replacement and Addition at Remington Elementary School Under Emergency Repair Program
- 1.15 Approval of Deductive Change Order No. 1 for Bid Package No. 1 – Dance Floor Replacement at Santa Ana High School
- 1.16 Acceptance of Completion of Contract for Bid Package No. 1 – Dance Floor Replacement at Santa Ana High School
- 1.17 Approval of Personnel Calendar Including the Transition of Specific Staff Members with such Topics as: Hiring, Promotions, Transfers, Resignations, Retirements, and Leaves

Items removed from Consent Calendar for discussion and separate action:

PUBLIC HEARING

- Public Disclosure of Tentative Agreement with Santa Ana School Police Officers Association (SASPOA)

PRESENTATION

- Local Control Accountability Plan Data Report for 2016-17 School Year

REGULAR AGENDA - ACTION ITEMS

- 2.0 Approval of SAUSD Deputy Superintendent, Administrative Services Employment Agreement
- 3.0 Accept Santa Ana Educators' Association's (SAEA) Initial Bargaining Proposal to Santa Ana Unified School District (SAUSD) for 2017-18 School Year
- 4.0 Approval of Declaration of Need for Fully Qualified Educators for 2016-17 School Year
- 5.0 Approval of Agreement and Second Amendment to Ground Lease Between Santa Ana Unified School District and El Sol Science & Arts Academy Charter School
- 6.0 Approval of Agreement to Prefund Other Post Employment Benefits through California Employers' Retiree Benefit Trust Program and Delegation of Authority to Request Disbursements
- 7.0 Acceptance of Anaheim Ducks Foundation Donation of an Outdoor "Street Hockey" Rink at McFadden Intermediate School
- 8.0 Adoption of Resolution No. 16/17-3147 Authorization of Amendment No. 04 to California State Preschool Program Contract CSPP-6334 for 2016-17 Program Year
- 9.0 Adoption of Resolution No. 16/17-3140 – Intent to Grant Easement to Southern California Edison for a Right-of-Way to Access, Install, and Maintain Systems Used to Provide Electrical Power to Vehicle Charging Stations at Building Services Site
- 10.0 Authorization to Award a Contract for Bid Package No. 1 – Classroom Buildings at Valley High School

REVISION OF EXISTING BOARD POLICIES

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

- Board Bylaw (BB) 9222 – Resignation (Revised: For Adoption)
- Board Bylaw (BB) 9270 – Conflict of Interest (Revised: For Adoption)

BOARD REPORTS

ADJOURNMENT

FUTURE MEETING - The next Regular Meeting of the Board of Education will be held on Tuesday, December 13, 2016, at 6:00 p.m.

AGENDA ITEM BACKUP SHEET
November 15, 2016

Board Meeting

TITLE: Summer 2016 Jet Propulsion Laboratory Scholarship Recipients
ITEM: Acknowledgement
SUBMITTED BY: Rob Richardson, Vice President, Board of Education

BACKGROUND INFORMATION:

The purpose of this agenda item is to acknowledge eight students who participated in the Summer 2016 NASA Jet Propulsion Laboratory in Pasadena.

RATIONALE:

Santa Ana Unified School District students participated in an internship opportunity at NASA's Jet Propulsion Laboratory (JPL) during the summer 2016. All of the applicants had strong academic backgrounds including many AP classes and higher-level math such as calculus on their transcripts. The SAUSD interns consist of Alejandro Aguilera, Paul Le, Andrez Muniz, Noah Tristan of Segerstrom High School, Juliana Gonzalez of Saddleback High School, Natali Pacheco and Sara Valencia of Santa Ana High School, and Steve Ramirez of Godinez Fundamental High School.

The Jet Propulsion Laboratory will present \$4,000 scholarships to each student for their internship at the Jet Propulsion Laboratory during the summer.

FUNDING:

Not Applicable

RECOMMENDATION:

Acknowledge summer 2016 Jet Propulsion Laboratory scholarship recipients.

RR/cg

AGENDA ITEM BACKUP SHEET
November 15, 2016

Board Meeting

TITLE: Michael Howard and Operation Clean Slate

ITEM: Recognition

SUBMITTED BY: Cecilia Iglesias, Member, Board of Education

BACKGROUND INFORMATION:

The purpose of this agenda item is to recognize Michael Howard, Founder and Executive Director of Operation Clean Slate. Operation Clean Slate offers hands-on-graffiti and gang prevention opportunities for Santa Ana youth.

RATIONALE:

Mr. Howard began Operation Clean Slate in 1993. This organization builds self-esteem and a sense of belonging through art, sports, and group events as well as enhancing the community by restoring the environment, eliminating graffiti and developing artistic alternatives for self-expression. His organization has painted over 350 murals throughout Santa Ana with the majority being at Santa Ana schools, with the assistance of Santa Ana students.

Many of the mural themes pertain to important issues concerning health, safety & character. Student participants receive certificates of appreciation and some earn the Golden Paintbrush Award at mural dedication assemblies.

FUNDING:

Not Applicable

RECOMMENDATION:

Recognize Michael Howard and Operation Clean Slate.

AGENDA ITEM BACKUP SHEET
November 15, 2016

Board Meeting

TITLE: **Certificated Employee of the Month for November 2016, Amber Lund**

ITEM: **Recognition**

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

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

BACKGROUND INFORMATION:

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

RATIONALE:

A selection committee, consisting of certificated employees, has reviewed nominees and selected the Certificated Employee of the Month for November 2016. The members have selected Amber Lund, ELD Coordinator, Segerstrom High School.

FUNDING:

Not Applicable

RECOMMENDATION:

Recognize Amber Lund as Certificated Employee of the Month for November 2016.

AGENDA ITEM BACKUP SHEET
November 15, 2016

Board Meeting

TITLE: Classified Employee of the Month for November 2016, Alma Moraga

ITEM: Recognition

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

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

BACKGROUND INFORMATION:

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

RATIONALE:

A selection committee, consisting of classified employees, has reviewed nominees and selected the Classified Employee of the Month for November 2016. The members have selected Alma Moraga, Athletic Equipment Attendant, Godinez High School.

FUNDING:

Not Applicable

RECOMMENDATION:

Recognize Alma Moraga as Classified Employee of the Month for November 2016.

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

MINUTES

REGULAR MEETING
SANTA ANA BOARD OF EDUCATION

October 25, 2016

CALL TO ORDER

The meeting was called to order at 5:11 p.m. by Board President Palacio. Other members in attendance were Ms. Amezcua and Mr. Hernández.

CLOSED SESSION PRESENTATIONS

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

There were no individuals wishing to address the Board.

RECESS TO CLOSED SESSION

The Regular Board meeting was immediately recessed at 5:11 p.m. to consider public employment, negotiations, and anticipated litigation.

Ms. Iglesias arrived at 5:24 p.m. and Mr. Richardson arrived at 5:40 p.m.

RECONVENE OPEN MEETING

The Regular Board meeting reconvened at 6:30 p.m.

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

PLEDGE OF ALLEGIANCE

The meeting was opened with the Pledge of Allegiance led by Valerie Ramirez, 5th Grade student at Adams Elementary School.

REPORT OF ACTION TAKEN IN CLOSED SESSION

By a vote of 3-0, the Board took action to appoint Dr. Jonathan E. Swanson, as Principal at Century High School.

Moved:	Palacio	_____	Richardson	_____	Amezcu	<u> X </u>	Hernández	_____	Iglesias	_____
Seconded:	Palacio	_____	Richardson	_____	Amezcu	_____	Hernández	<u> X </u>	Iglesias	_____
Ayes:	Palacio	<u> X </u>	Richardson	_____	Amezcu	<u> X </u>	Hernández	<u> X </u>	Iglesias	_____
Noes:	Palacio	_____	Richardson	_____	Amezcu	_____	Hernández	_____	Iglesias	_____
Final Vote:	Ayes	<u> 3 </u>	Noes	<u> 0 </u>	Abstain	_____	Absent	<u> 2 </u>		

HIGH SCHOOL STUDENT AMBASSADORS

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

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

RECOGNITIONS / ACKNOWLEDGMENTS

Certificated Employee of the Month for October 2016, Patti Dodge

Patti Dodge, Fourth Grade teacher at Esqueda K-8 School was selected as the October Certificated Employee of the Month because she plants daily seeds of the AVID methodology in her classroom and encourages students to follow a growth mindset in their daily lives.

Classified Employee of the Month for October 2016, Eloise Sanchez

Eloise Sanchez, Office Manager at Davis Elementary School was selected as the October Classified Employee of the Month because of her dedication, work ethic, professionalism and personal communication skills reflect her role as an integral staff member.

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

Board Vice President Richardson recognized Victor De Los Santos, Nicole Eastly, Nora Garcia, Clifford Gerstman, Susan Groff, Carol Harnack, and Elizabeth Solares as the 2015-16 SAPSF Mini Grant recipients.

SUPERINTENDENT'S REPORT

Dr. Phillips opened her report by mentioning that the "We are SAUSD School Choice Fair" was a successful event. She also mentioned the Annual College Fair. Superintendent Phillips attended the Santa Ana High School NJROTC Annual Military Inspection and looked at the beautiful military mural in the NJROTC hallway painted by the Santa Ana High School art students under the direction of Ms. Judith Westing, Art Teacher. She stated she had the pleasure of being a guest reader in celebration of Read for the Record at the Heritage Museum of Orange County. She acknowledged Red Ribbon Week and congratulated the automotive team at Santa Ana High School and Mr. Don Isbell, Director of CTE, for receiving a National Automotive Technical Education Foundation Certification. Dr. Phillips concluded her report by honoring the SAUSD Orange County Teachers of the Year.

PUBLIC PRESENTATIONS

Paul Zive addressed the Board related to the K-8 programs impact on intermediate schools. Maria Gonzalez addressed the Board related to Head Start and Paso a Paso - Together We Read Program. Zeke Hernandez addressed the Board related to LULAC scholarships.

1.0 APPROVAL OF CONSENT CALENDAR

It was moved by Mr. Richardson, seconded by Ms. Amezcua, and carried 5-0, to approve the Consent Calendar as follows:

- 1.1 Approval of Regular Board Meeting Minutes - October 11, 2016
- 1.2 2016-17 Summarized Data of Williams Settlement First Quarterly Report
- 1.3 Acceptance of Gifts in Accordance with Board Policy 3290 - Gifts, Grants, and Bequests
- 1.4 Approval of Extended Field Trip(s) in Accordance with Board Policy (BP) 6153 - School- Sponsored Trips and Administrative Regulation (AR) 6153.1 - Extended School-Sponsored Trips
- 1.5 Approval of Master Contracts and/or Individual Service Agreements with Nonpublic Schools and Agencies for Students with Disabilities for 2016-17 School Year
- 1.6 Acceptance of Extension of Nutrition Services/Nutrition Education Obesity Prevention Program Services Award Grant for 2016-17 School Year
- 1.7 Authorization to Amend the Agreement with Colbi Technologies
- 1.8 Ratification of Amendment to Agreement with Parent Institute for Quality Education for Period of February 18 through April 21, 2016

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

PUBLIC HEARING

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

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

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

PRESENTATION

Financing School Facilities with Redevelopment Revenues

Mr. Williams, Assistant Superintendent, Facilities and Governmental Relations introduced Keith Weaver from Government Financial Strategies, who provided the Board with sources of redevelopment revenues and projected totals.

REGULAR AGENDA - ACTION ITEMS

2.0 AUTHORIZATION TO AWARD A CONTRACT FOR BID PACKAGE NO. 3802 - BLEACHER REPLACEMENT AT CENTURY HIGH SCHOOL UNDER EMERGENCY REPAIR PROGRAM

It was moved by Ms. Amezcua, seconded by Mr. Richardson, and carried 5-0, to authorize staff to award a contract to J.L. Cobb Painting & Construction for Bid Package No. 3802 - Bleacher Replacement at Century High School under the Emergency Repair Program.

REVISION OF EXISTING BOARD POLICIES

BOARD POLICY (BP) 3100.1 - ESTABLISHMENT AND RESERVATIONS OF FUND BALANCE AS DEFINED BY GOVERNMENTAL ACCOUNTING STANDARDS BOARD 54 (REVISED: FOR ADOPTION)

It was moved by Mr. Richardson, seconded by Ms. Amezcua, and carried 5-0, to adopt the revised Board Policy (BP) 3100.1 - Establishment and Reservations of Fund Balance as Defined by Governmental Accounting Standards Board 54.

BOARD POLICY (BP) 3511 - ENERGY AND WATER CONSERVATION (REVISED: FOR ADOPTION)

It was moved by Mr. Richardson, seconded by Ms. Amezcua, and carried 5-0, to adopt the revised Board Policy (BP) 3511 - Energy and Water Conservation.

BOARD POLICY (BP) 7400 - PARKING (REVISED: FOR ADOPTION)

It was moved by Mr. Richardson, seconded by Ms. Amezcua, and carried 5-0, to adopt the revised Board Policy (BP) 7400 - Parking.

BOARD BYLAW (BB) 9321 - CLOSED SESSION PURPOSES AND AGENDAS (REVISED: FOR ADOPTION)

It was moved by Mr. Richardson, seconded by Ms. Amezcua, and carried 5-0, to adopt the revised Board Bylaw (BB) 9321 - Closed Session Purposes and Agendas.

BOARD AND STAFF REPORTS/ACTIVITIES

Mr. Richardson

- Enjoyed NJROTC Pass and Review;
- Attended the Grove Conference;
- Announced the Superintendent's State of the District Breakfast on November 10th.

Mr. Palacio

- Attended the School Choice Fair;
- Congratulated the SAUSD Orange County Teachers of the Year;
- Announced the Santa Ana High School vs. Segerstrom High School football game, Friday, October 28th at the Santa Ana Bowl.

Ms. Amezcua

- Attended the amazing SAUSD School Choice Fair;
- Announced the Valley De Los Muertos, free community event at Valley High School on November 3rd;
- Proud of the SAUSD OC Teachers of the Year;
- Attended the Grove Conference.

ADJOURNMENT

There being no further business to come before the Board, the Board meeting was adjourned in memory of Steve McGuigan and David Meade at 8:09 p.m. by Board Clerk Amezcua.

The next Regular Meeting will be held on Tuesday, November 15, 2016, at 6:00 p.m.

ATTEST:

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



October 25, 2016

SANTA ANA UNIFIED SCHOOL DISTRICT

DEPUTY SUPERINTENDENT - ADMINISTRATIVE SERVICES

JOB SUMMARY:

Under the direction of the Superintendent, serve as executive head of and is responsible for the operations of the Business Services, Operations, and Facilities divisions and offices assigned by the Superintendent of Schools; assist the Superintendent in the overall operation and management of the District; serve as Superintendent in the Superintendent's absence.

REPRESENTATIVE DUTIES:

- Assist the Superintendent in the direction and coordination of all day-to-day operations of the District and in planning for needed change. **E**
- Carry out specific duties as designated by the Superintendent. **E**
- Interpret District programs and policies to staff and community. **E**
- Assist in the initiation and administration of new Districtwide programs. **E**
- Serve as a member of the Superintendent's Cabinet in analyzing, developing, coordinating, and implementing state laws, Board of Education policies, and administrative regulations. **E**
- Assist the Superintendent in the identification and selection of leadership personnel under his/her supervision. **E**
- Assist in the coordination and preparation of the Board agenda. **E**
- Act as Superintendent and Board Secretary in the Superintendent's absence. **E**
- Develop operational procedures for the District; recommend and review procedures for the allocation of staff; and conduct special studies as authorized. **E**
- Represent the Superintendent and the District with business, industrial and community groups. **E**
- Evaluate management personnel reporting to him/her regarding their effectiveness in carrying out their responsibilities and their capacity for growth and development, and counsels with them regarding such evaluations. **E**

DEPUTY SUPERINTENDENT - ADMINISTRATIVE SERVICES (CONTINUED)**REPRESENTATIVE DUTIES:** (continued)

- Counsel with employees and parents regarding concerns which cannot be resolved by the appropriate responsible administrator. **E**
- Administer the establishment and maintenance of abundant and significant avenues of communication with the communities that schools serve, encouraging feedback providing for its assessment. **E**
- Interpret the policies and regulations of the Board of Education and administrative directives of the Superintendent; monitor relevant programs to ensure consistency with District policies and fiscal responsibility. **E**
- Assist the Superintendent and the Deputy Superintendent of Educational Services/Chief Academic Officer in the evaluation of building principals. **E**
- Evaluate the performance of subordinate personnel. **E**
- Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:**Knowledge of:**

- Principles, trends and development of school business services fiscal administration and management, including data processing, risk management and police services.
- Goals, objectives and operating techniques of a large school district.
- Problems involved in the formulation and carrying out of a program of business management for a large school district.
- Accounting principles and practices, budgeting and other fiscal procedures as they apply to a large school district.
- Problems involved in the maintenance and operation of school district buildings, together with knowledge of building construction and ordinances and laws affecting the construction and repair of school buildings.
- Governmental purchasing principles and practices.
- Provisions of the State Education Code and other Codes relative to business practices and procedures.
- Current educational administration principles and practices, including site-based management, supervision, evaluation and training.
- Human Resources operations, position control functions and responsibilities and the appropriate supportive services required to ensure operational effectiveness.
- Laws and regulations regarding personnel practices.

DEPUTY SUPERINTENDENT - ADMINISTRATIVE SERVICES (CONTINUED)

KNOWLEDGE AND ABILITIES: (continued)

Ability to:

- Plan, organize, direct, supervise, and give administrative direction to employees in a variety of professional and technical fields related to the Business Services, Human Resources, Facilities, and Operations.
- Prepare comprehensive and clear reports, conduct difficult correspondence, and prepare work estimates, specifications and contracts.
- Analyze various systems and programs and develop effective conclusions and recommendations.
- Establish and maintain effective and cooperative working relationships with others.
- Exercise judgment and discretion in interpreting and applying policies and procedures.
- Modify management strategies based on evaluation data.
- Develop new policies and procedures in accordance with the needs of the District.
- Effectively communicate and deal with community groups and the public.
- Speak and write effectively.
- Operate computer and computer programs
- Perform the essential functions of the job.

EDUCATION AND EXPERIENCE:

Any combination equivalent to Master's degree or equivalent experience required; Doctorate desired and experience equivalent to five years business management, personnel management in a large school district, municipal agency or similar large organization or three years' experience as a site principal or District-level administrator.

LICENSES AND OTHER REQUIREMENTS:

- Valid driver's license.
- Willingness to work additional hours periodically.
- Willing to travel as needed.

WORKING CONDITIONS:

Environment:

- Typical office/school environment.
- Numerous interruptions.
- Driving a vehicle to conduct work.

DEPUTY SUPERINTENDENT - ADMINISTRATIVE SERVICES (CONTINUED)

WORKING CONDITIONS: (continued)

Physical Abilities:

- Hearing and speaking accurately to exchange information and make presentations.
- Seeing to read a variety of materials, make presentations and drive a vehicle.
- Sitting or standing for varied periods of time.
- Lifting or moving objects, normally not exceeding thirty (30) pounds.
- Physical, mental and emotional stamina to endure long hours and stress.

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

Board Approved: 10/25/16 (10/95, 5/01, 8/9/16)

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
 Board Meeting - October 25, 2016

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
RETIREMENT					
Castro, Jorge	Teacher	Carver	June 22, 2017		Retirement - 10 years
RESIGNATION					
Martinez, Elise	Teacher	Sepulveda	June 22, 2017		Moving - 3 years
NEW HIRES/RE-HIRES 2016-17					
Macias, Manuel	Teacher	Spurgeon	October 3, 2016		New Hire - Temporary 44909
Pak, Isabel	Teacher	Santa Ana	October 6, 2016		New Hire - Temporary 44909
Pineda, Claudia	Teacher	Valley	October 3, 2016		New Hire - Probationary I
Roberts Wilson, Laura	Curriculum Specialist	English Learner Programs and Student Achievement	October 17, 2016		New Hire - Temporary 44909
Vanags, Michael	Teacher	Segerstrom	October 6, 2016		New Hire - Temporary 44909
Vivanco, Tina	Teacher	King	October 3, 2016		New Hire - Temporary 44909

CLASSIFIED PERSONNEL CALENDAR

**Personnel Calendar
 Board Meeting - October 25, 2016**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
RETIREMENT						
Ulivi, Elisa	Interpreter/Translator Sp. Ed.	Special Ed.	October 7, 2016			1 year, 1 month
RESIGNATIONS						
Barsky, Dena	Library Media Tech.	Lathrop	September 16, 2016			Personal - 1 month
Cobian, Maribel	Preschool Teacher	Lowell	October 14, 2016			Personal - 1 year, 1 month
Corro, Jenny	After School IP	Spurgeon	September 30, 2016			Personal - 1 month
Espinoza, Edgar	Computer Technician	Carr	September 23, 2016			Personal - 6 years, 7 months
Guillen, Nereida	Community and Family Outreach Liaison	Century	October 14, 2016			Personal - 5 years, 8 months
Lopez, Alfredo	After Sch. IP	Esqueda	September 16, 2016			Personal - 10 months
Orizabal, Elizabeth	Preschool Teacher	ECE	August 9, 2016			Personal - 1 year, 5 months
Ortiz, Angel	After School IP	Hoover	October 3, 2016			Personal - 2 months
Rodriguez, Aryanna	Instr. Asst. Provider	Valley	September 27, 2016			Personal - 4 years, 9 months

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 25, 2016

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
ABSENCES (3 to 20 duty days) - Without Pay						
Barreto, Esmeralda	Instr. Asst. Sev. Dis	Valley	September 30, 2016	October 28, 2016		Personal
Gonzalez, Angelica	Site Coordinator	Esqueda	October 4, 2016	November 2, 2016		Personal
Nava, Leticia	SSP Sp. Ed.	Washington	October 24, 2016	November 2, 2016		Personal
Rosas Gonzalez, Victoria	Licensed Vocational Nurse	Jefferson	September 21, 2016	October 18, 2016		Personal
Salgado, Maryann	SSP Sp. Ed.	Wilson	September 26, 2016	October 3, 2016		Revised date
NEW HIRES						
Aranda, Linda	Licensed Vocational Nurse	PSS	October 3, 2016		24/1	Probationary
Carlos, Marina	Teacher's Aide	ECE	October 3, 2016		10/1	Probationary
Castrejon, Edwin	After School IP	After School Program	October 17, 2016		16/1	Probationary
Caton, Guadalupe	SSP Sp. Ed.	Adams	October 10, 2016		19/1	Probationary
Chavarria-Ortiz, Luis	Custodian	Bldg. Svcs.	October 26, 2016		23/1 + Diff.	Probationary
Chavez, Sarai	After School IP	After School Program	October 10, 2016		16/1	Probationary
Contreras, Cristian	Custodian	Bldg. Svcs.	October 26, 2016		23/1 + Diff.	Probationary
Finder, Chelsea	Teacher's Aide	ECE	October 4, 2016		10/1	Probationary
Freshour, Anthony	Activity Supervisor	Santiago	October 12, 2016		10/1	
Fuentes, Celso Jr.	Job Training Asst. Special Ed.	Transition Programs	October 17, 2016		22/1	Probationary
Fuentes, Kenia	SSP Sp. Ed.	Muir	October 13, 2016		19/1	Probationary
Garcia, Jacqueline	SSP Sp. Ed.	Jackson	September 26, 2016		19/1	Probationary

CLASSIFIED PERSONNEL CALENDAR

**Personnel Calendar
Board Meeting - October 25, 2016**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
NEW HIRES (Continuation)						
Hernandez, Patricia	Activity Supervisor	Wilson After School Program	October 12, 2016		10/1	
Hudson, Caleb	After School IP	Program	October 3, 2016		16/1	Probationary
Kahmar, Kellie	SSP Sp. Ed.	Santiago	October 11, 2016		19/1	Probationary
Lavayen, Omar	Custodian	Bldg. Svcs.	October 26, 2016		23/1 + Diff.	Probationary
Lopez, Emmanuel	Custodian	Bldg. Svcs.	October 26, 2016		23/1 + Diff.	Probationary
Lucero, Delia	After School IP	After School Program	September 12, 2016		16/1	Probationary
Merino Castelan, Tavita	Teacher's Aide	ECE	October 12, 2016		10/1	Probationary
Muro, Miguel Jr.	Custodian	Bldg. Svcs.	October 26, 2016		23/1 + Diff.	Probationary
Negrette, Brittany	SSP Sp. Ed.	Hoover	September 28, 2016		19/1	Probationary
Ortega, Marina	Teacher's Aide	ECE	October 3, 2016		10/1	Probationary
Ponce, Kathy	After School IP	After School Program	October 26, 2016		16/1	Probationary
Rodriguez, Juana	Activity Supervisor	Wilson After School Program	September 30, 2016		10/1	
Small, Anne	After School IP	Program	September 26, 2016		16/1	Probationary
Torres Quiroz, Erika	Activity Supervisor	Washington	October 6, 2016		10/1	
Valdovinos, Stephany	SSP Sp. Ed.	Hoover	October 11, 2016		19/1	Probationary
Vicencio, Antoni	Activity Supervisor	Jefferson	October 10, 2016		10/1	
Jontri	After School IP	After School Program	October 7, 2016		16/1	Probationary
Villagomez, Karen	(Itinerant)	Program	October 7, 2016		16/1	Probationary
Zaragoza, Alejandro	Custodian	Bldg. Svcs.	October 26, 2016		23/1 + Diff.	Probationary

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - October 25, 2016

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
PROMOTIONAL APPOINTMENTS						
Bashir, Amanda	Autism Paraprofessional	Special Ed.	August 31, 2016		From 20/3 to 24/2	From Instr. Asst. Sev. Dis.
Romero, Sara	Fd. Svc. Spvr. Elem.	Nutrition Svcs.	October 26, 2016		From 11/2 to 15/1	From Fd. Svc. Wrk.
REAPPOINTMENT (Returned from Leave)						
Lara, Paola	Site Clerk	Nutrition Svcs.	October 26, 2016		24/6	
TEMPORARY REASSIGNMENTS						
Acosta, Erica	Admin. Secretary HR	Human Resources	October 3, 2016	October 31, 2016	31/6	
Aguilar, Humberto	Plant Cust. Elem.	Bldg. Svcs.	September 19, 2016	September 30, 2016	28/4	
Atilano, Miguel	Ath. Fld. Grndskpr.	Bldg. Svcs.	August 1, 2016	November 30, 2016	25/6	
Barraza, Erica	Fd. Svc. Spvr. HS	Nutrition Svcs.	October 11, 2016	October 14, 2016	31/1	
Carranza, Eric	Maint. Wkr. II	Bldg. Svcs.	October 1, 2016	October 31, 2016	30/3	
Cortez, Jim	Rv. Ld. Custodian	Bldg. Svcs.	August 10, 2016	September 30, 2016	28/3 + Diff.	
Fernandez, Felix	Rv. Ld. Custodian	Bldg. Svcs.	September 9, 2016	October 31, 2016	28/5 + Diff.	
Gallegos, Elizabeth	Personnel Technician	Human Resources	October 3, 2016	October 31, 2016	32/6	
Gonzalez, Maria	Site Coordinator	After School Programs	September 26, 2016	November 30, 2016	\$25	

Mark A. McKinney, Associate Superintendent, Human Resources

CLASSIFIED PERSONNEL CALENDAR

**Personnel Calendar
 Board Meeting - October 25, 2016**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
TEMPORARY REASSIGNMENTS (Continuation)						
Herrera, Brenda	Personnel Assistant	Human Resources	October 3, 2016	October 31, 2016	29/5	
Moreno Alba, Tomas	Carpenter	Bldg. Svcs.	October 1, 2016	October 31, 2016	34/5	
Quintero Rodelo, Roberto	Maint. Wkr. II	Bldg. Svcs.	October 1, 2016	October 31, 2016	30/5	
Ruiz Gonzalez, Maria	Site Coordinator	After School Programs	September 15, 2016	November 2, 2016	\$25	
Ulloa Lopez, Marco	Plant Cust. Elem.	Bldg. Svcs.	September 13, 2016	September 30, 2016	28/2	
Vega, Zami	Site Coordinator	After School Programs	October 3, 2016	October 14, 2016	\$25	
REASSIGNMENTS						
Barriga, Noralyn	Instr. Asst. Computer Autism	Hoover	November 1, 2016		26/6	From Lowell
Diaz, Gloria	Paraprofessional Autism	Jackson	August 24, 2016		24/6 + Bil.	From Jefferson
Gomez, Maria	Paraprofessional Autism	Jackson	August 23, 2016		24/6 + Bil.	From Martin
Lubetkin, Kate	Paraprofessional Autism	Jackson	August 23, 2016		24/6	From Pio Pico
Onchi, Victoria	Paraprofessional Autism	Jackson	August 23, 2016		24/6	From Martin

CLASSIFIED PERSONNEL CALENDAR

**Personnel Calendar
 Board Meeting - October 25, 2016**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
REASSIGNMENTS (Continuation)						
Perez, Lyzzette	SSP Sp. Ed.	El Sol Science & Art Academy	October 7, 2016		19/3	From Santa Ana High
Velazquez, Aracely	Autism Paraprofessional	Jackson	August 23, 2016		24/6	From Washington
HOURLY APPOINTMENTS						
Cardenas, Suzanne	Instr. Asst. Provider	Sierra	September 30, 2016		16/1	
Espinoza, Hilda	Instr. Asst. Provider	Valley	October 4, 2016		16/1	
Hernandez, Adrian	Instr. Asst. Provider	Sierra	October 5, 2016		16/1	
Lizarraga, Ricardo	Instr. Asst. Provider	Godinez	September 30, 2016		16/1	
Maldonado, Vanessa	Instr. Asst. Provider	Lathrop	October 5, 2016		16/1	
Quijano, Ruben	Instr. Asst. Provider	Saddleback	October 4, 2016		16/1	
Ramirez, Chayanne	Instr. Asst. Provider	Saddleback	October 10, 2016		16/1	
Solano, Oscar	Instr. Asst. Provider	Godinez	October 3, 2016		16/1	
Yin, Tsung Kai	Instr. Asst. Provider	Sierra	October 13, 2016		16/1	
SUBSTITUTES						
Brito, Alejandro	Instructional Asst.		October 6, 2016		19/1	
Loken, Nicole	Instructional Asst.		October 6, 2016		19/1	
Ruiz Mata, Laura	Teacher's Aide		October 6, 2016		10/1	
Tran, Tram	Library Media Tech.		October 3, 2016		20/1	

CLASSIFIED PERSONNEL CALENDAR

**Personnel Calendar
 Board Meeting - October 25, 2016**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
ATHLETIC SPECIALIST						
Brown, Kristen	Asst. Football Coach	Santa Ana High	August 15, 2016		\$28.04	
Castro, Thomas	Asst. Cross Country Coach	Santa Ana High	August 22, 2016		\$22.43	
Contreras, Andres	Asst. Tennis Coach	Santa Ana High	August 15, 2016		\$22.43	
Cruz, Maer	Head Waterpolo Coach	Santa Ana High	August 22, 2016		\$28.04	
Heiland, Danielle	Asst. Waterpolo Coach	Santa Ana High	August 22, 2016		\$22.00	
Lambert, Dakota	Asst. Football Coach	Santa Ana High	August 15, 2016		\$28.04	
Mateo, Patricia	Asst. Cross Country Coach	Santa Ana High	August 22, 2016		\$22.43	
Nava, Carlos	Head Cross Country Coach	Santa Ana High	August 22, 2016		\$28.04	
Perez, Diego	Asst. Football Coach	Santa Ana High	September 15, 2016		\$28.04	
Plascencia, Cesar	Asst. Football Coach	Santa Ana High	August 15, 2016		\$28.04	
Razo Vargas, Jesus	Asst. Volleyball Coach	Santa Ana High	August 15, 2016		\$22.43	
Reyes, Eduardo	Head Tennis Coach	Santa Ana High	August 22, 2016		\$28.04	

CLASSIFIED PERSONNEL CALENDAR

**Personnel Calendar
 Board Meeting - October 25, 2016**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
ATHLETIC SPECIALIST (Continuation)						
Uresti, Hector	Asst. Football Coach	Santa Ana High	August 15, 2016		\$28.04	
Teran, Diego	Asst. Tennis Coach	Santa Ana High	September 1, 2016		\$22.43	
Tukia, John Jr.	Asst. Football Coach	Santa Ana High	August 15, 2016		\$28.04	
Salue, Thomas	Asst. Football Coach	Santa Ana High	August 15, 2016		\$28.04	



Santa Ana Unified School District

BOARD POLICY NO: 3100.1

SUBJECT: Establishment and Reservations of Fund Balance as Defined by Government Accounting Standards Board 54

CATEGORY: Business and Non-Instructional Operations

EFFECTIVE: 10/25/2016

RESPONSIBLE OFFICE(S): Business Services, Budget

REVIEWED: 05/24/2011

SCOPE:

The District hereby establishes and will maintain reservations of Fund Balance, as defined herein, in accordance with Governmental Accounting and Financial Standards Board Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions.

POLICY:

This policy shall only apply to the District's governmental funds. Fund Balance shall be composed of nonspendable, restricted, committed, assigned, and unassigned amounts.

- **Nonspendable Fund Balance** consists of funds that cannot be spent due to their form (e.g. inventories and prepaids) or funds that legally or contractually must be maintained intact.
- **Restricted Fund Balance** consists of funds that are mandated for a specific purpose by external parties, constitutional provisions or enabling legislation.
- **Committed Fund Balance** consists of funds that are set aside for a specific purpose by the district's highest level of decision making authority (governing board). Formal action must be taken prior to the end of the fiscal year. The same formal action must be taken to remove or change the limitations placed on the funds.
- **Assigned Fund Balance** consists of funds that are set aside with the intent to be used for a specific purpose by the district's highest level of decision making authority or a body or official that has been given the authority to assign funds. Assigned funds cannot cause a deficit in unassigned fund balance.
- **Unassigned Fund Balance** consists of excess funds that have not been classified in the previous four categories. All funds in this category are considered spendable resources. This category also provides the resources necessary to meet unexpected expenditures and revenue shortfalls.

When multiple types of funds are available for an expenditure, the district shall first utilize funds from the restricted fund balance as appropriate, then from the committed fund balance, then from the assigned fund balance, and lastly from the unassigned fund balance.

The Board intends to maintain a minimum assigned and unassigned fund balance in an amount the Board deems sufficient to maintain fiscal solvency and stability and to protect the district against unforeseen circumstances.

Minimum Fund Balance Policy

The governing board maintains a minimum fund balance policy for the General Fund in order to protect the district against revenue shortfalls or unpredicted one-time expenditures. The policy requires a Reserve for Economic Uncertainties consisting of unassigned amounts equal to no less than two percent of General Fund expenditures and other financing uses.



Santa Ana Unified School District

BOARD POLICY NO: 3100.1

SUBJECT: Establishment and Reservations of Fund Balance as Defined by Government Accounting Standards Board

CATEGORY: Business and Non-Instructional Operations

EFFECTIVE: 10/25/2016

RESPONSIBLE OFFICE(S): Business Services, Budget

REVIEWED: 05/24/2011

Stabilization Arrangement

A portion of the fund balance of the General Fund is committed for stabilization arrangements, such as might be needed in emergency situations or when revenue shortages or budgetary imbalances occur. The resolution states that, at fiscal year-end, an amount approximately equal to, but not less than, seven percent of the annual operating expenditures of the General Fund is to be committed for use in covering catastrophic losses, including natural and man-made disasters, insurance loss reserves, and limited operating expenses in a period of severe economic uncertainty. On June 30 of each fiscal year, seven percent of the fund balance for the General Fund is reported as committed for economic stabilization. The resolution recognizes that under extreme conditions, the use of resources may result in the committed fund balance amount dropping below the established threshold. Such amounts are required to be reinstated by the end of the subsequent fiscal year.

Authority to Commit Funds

The governing board is the highest level of decision-making authority for the district. Commitments may be established, modified, or rescinded only through budget adoption or resolutions as approved by the governing board.

Authority to Assign Funds

The governing board or designee associate superintendent, business services/chief business officer may assign amounts for specific purposes.

Spending Order Policy

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the district considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the district considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed, unless the governing board has provided otherwise in its commitment or assignment actions.

Annual Review and Determination of Fund Balance Reserve Amounts

Compliance with the provisions of this policy shall be reviewed, presented, and discussed as part of the Unaudited Actuals Financial Reporting process and presentation to the Governing Board. The amounts of nonspendable, restricted, committed, assigned, and unassigned fund balances shall be reported in the Unaudited Actuals report.

DESIRED OUTCOME:

Through this policy, the District shall establish and maintain fiscal solvency and stability and to protect the district against unforeseen circumstances.

IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

District Policies and Procedures: none

Legal Reference: none



Santa Ana Unified School District

BOARD POLICY NO. 3511

SUBJECT: ENERGY AND WATER CONSERVATION

CATEGORY: Classification: Business and Noninstructional Operations

Effective: 5/1984

RESPONSIBLE OFFICE(S): Business Services, Facilities & Governmental Relations

Revised: 10/2016

SCOPE:

The Governing Board is committed to reducing the District's demand for electricity and water to help conserve natural resources and to save money to support other District needs. To that end, the Board shall establish goals to help reduce the district's energy and water consumption.

POLICY:

The Superintendent or designee shall establish an energy efficiency program which shall include specific strategies designed to help the District use energy more efficiently and to help ensure that funds intended for student learning are not diverted to cover energy costs.

As part of the energy efficiency program, the Superintendent or designee shall develop an emergency action plan to address actions to be taken in the event of power outages in schools, both during and after school operations. The action plan shall also address the role of staff, students and parents/guardians in helping to conserve resources and other activities to help the district meet energy reduction goals. (cf. 3516 - Emergencies and Disaster Preparedness Plan) (cf. 3516.5 - Emergency Schedules)

The Superintendent or designee shall analyze the increase on the District's budget. He/ she shall necessary contingency plans. (cf. 3100 - Budget)

The Superintendent or designee shall regularly inspect district facilities and operations and make recommendations for maintenance and capital expenditures which may help the district reach its energy and water conservation goals. (cf. 7111 - Evaluating Existing Buildings)

The Superintendent or designee shall present to the Board cost-reducing opportunities to achieve its conservation goals.

The Superintendent or designee shall emphasize conservation instruction at the elementary and secondary levels which will provide students a knowledge and motivation to participate in energy conservation practices. The information shall include those types of energy conservation measures that application in the home as well as the classroom.

The Superintendent or designee shall periodically report to the Board on the District's progress in meeting energy and water use reduction goals.

All car wash fundraisers shall be suspended due to the State-wide drought emergency. If care wash fundraisers are allowed to resume following the conclusion of the drought emergency, all events shall have water hoses equipped with a spray nozzle that shuts off automatically to reduce water waste, which is the law.

- Look for a location where the run off can be disposed of without it entering a storm drain, such as a lawn.
- Seal off the catch basin and pump the water to a vegetated area or lawn.

DESIRED OUTCOME:

Through this policy, the District shall establish procedures related to energy and water conservation incurred for the purpose of reducing District costs as stewards of public funds.

IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

District Policies and Procedures:

Administrative Regulation 3511, Energy and Water Conservation

Legal Reference:

41422 School term or session length, failure to comply due to disaster
46392 Emergency conditions; ADA estimate

PUBLIC RESOURCES CODE

25410-25421 Energy conservation assistance

Management Resources:

CDE MANAGEMENT ADVISORIES

0118.01 California's Energy Challenge
0706.90 Water Conservation Advisory, 90-09
0222.90 Average Daily Attendance Credit During Periods of Emergency 90-01

WEB SITES

CSBA: <http://www.csba.org>
California Department of Education, Facilities Division, Energy Challenge:
<http://www.cde.ca.gov/facilities/energyefficiency>
California Energy Commission: <http://www.energy.ca.gov/>
Alliance to Save Energy: <http://www.ase.org/>



Santa Ana Unified School District

BOARD POLICY BP 7400

SUBJECT: PARKING

CATEGORY: Facilities

RESPONSIBLE OFFICE(S): Facilities & Governmental Relations

Effective: 9/2011

Revised: 10/2016

SCOPE:

The Superintendent or designee shall develop and maintain supplemental standards to those required by Federal or State law as to school parking facilities and drop-off procedures to ensure the safety of the students, staff, and the public. District schools are required to employ the district standards, where practicable and adequate site area exists. District parking and student drop-off regulations shall apply to all staff, student, and visitor motor vehicles and bicycles on District property.

POLICY:

Designated Parking

Parking spaces will be marked for the disabled, designated staff, and visitors. Reservation of parking spaces for additional purposes, including other school officials, will be reviewed by the Superintendent, or designee, for approval. Approval of reserved spaces will be based on the amount of available parking and path of travel considerations from the parking lot to the main entrance of the school or facility.

IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

District Policies and Procedures:
Administrative Regulation 7400 (b)

Legal Reference:

Education Code
Parking

Adopted: (9-11 10-16)

Santa Ana, CA



Santa Ana Unified School District

BOARD POLICY NO: 9321

SUBJECT: Closed Session Purposes and Agendas

CATEGORY: Board Bylaws

RESPONSIBLE OFFICE(S): Office of the Superintendent

EFFECTIVE: 10/25/2016

REVIEWED: 10/25/2016

SCOPE:

The Governing Board is committed to complying with state open meeting laws and modeling transparency in its conduct of district business. The Governing Board shall hold closed sessions only for purposes authorized by law. A closed session may be held during a regular, special, or emergency meetings in accordance with law. (Government Code 54954.5)

POLICY:

Each agenda shall contain a general description of each closed session items to be discussed at the meeting, as required by law. (Government Code 54954.2)

The Board shall disclose in open session the items to be discussed in closed session. In the closed session, the Board may consider only those matters covered in its statement. After the closed session, the Board shall reconvene in open session before adjourning the meeting, and when applicable, shall disclose any action taken in the closed session, in the manner prescribed by Government Code 54957.1. (Government Code 54957.7)

The Board shall not disclose any information that is protected by state or federal law. In addition, no victim or alleged victim of tortious sexual conduct or child abuse shall be identified in any Board agenda, notice, announcement or report required by the Brown Act, unless the identity of the person has previously been publicly disclosed. (Government Code 54957.7, 54961)

A Board member shall not disclose confidential information received in a closed session unless the Board authorizes the disclosure of that information. (Government Code 54963) (cf. 9011 - Disclosure of Confidential/Privileged Information)

Personnel Matters

The Board may hold a closed sessions under the "personnel exception" to consider the appointment, employment, evaluation of performance, discipline, or dismissal of an employee. Such a closed session shall not include discussion or action on proposed compensation except for a reduction of compensation that results from the imposition of discipline. (Government Code 54957)

(cf. 2140 - Evaluation of the Superintendent) (cf. 4115 - Evaluation/Supervision)
(cf.4118 - Suspension/Disciplinary Action) (cf.4215 - Evaluation/Supervision) (cf.
4218 - Dismissal/Suspension/Disciplinary Action) (cf. 4315 - Evaluation/Supervision)

The Board may hold a closed session to hear complaints or charges brought against an employee by another person or employee, unless the employee requests an open session. Before the Board holds a closed session on specific complaints or charges brought against an employee, the employee shall receive written notice of his/her right to have the complaints or charges heard in open session if desired. This



Santa Ana Unified School District

BOARD POLICY NO: 9321
SUBJECT: Closed Session Purposes and Agendas
CATEGORY: Board Bylaws
EFFECTIVE: 10/25/2016
RESPONSIBLE OFFICE(S): Office of the Superintendent
REVIEWED: 10/25/2016

notice shall be delivered personally or by mail at least 24 hours before the time of the session. (Government Code 54957) (cf. 1312.1 - Complaints Concerning District Employees) (cf. 4112.9/4212.9/4312.9 - Employee Notifications)

The Board may hold a closed sessions to discuss a district employee's application for early withdrawal of funds in a deferred compensation plan when the application is based on financial hardship arising from an unforeseeable emergency due to illness, accident, casualty, or other extraordinary event, as specified in the deferred compensation plan. (Government Code 54957.10)

Agenda items related to district employee appointments and employment shall describe the position to be filled. Agenda items related to performance evaluations shall specify the title of the employee being reviewed. Agenda items related to employee discipline, dismissal, or release require no additional information. (Government Code 54954.5)

Negotiations/Collective Bargaining

Unless otherwise agreed upon by the parties involved, the following shall not be subject to the Brown Act: (Government Code 3549.1)

Any meeting and negotiating discussion between the district and a recognized or certified employee organization.

Any meeting of a mediator with either party or both parties to the meeting and negotiating process.

Any hearing, meeting, or investigation conducted by a factfinder or arbitrator.

Any executive (closed) session of the district or between the district and its designated representative for the purpose of discussing its position regarding any matter within the scope of representation and instructing its designated representatives. (cf. 4143/4243 - Negotiations/Consultation) (cf. 4140/4240/4340 - Bargaining Units) (cf. 4143.1/4243.1 - Public Notice - Personnel Negotiations)

The Board may meet in closed session to review the Board's position and/or instruct its designated representative regarding salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees. Prior to the closed session, the Board shall identify its designated representative in open session. Any closed session held for this purpose may include discussions of the district's available funds and funding priorities, but only insofar as they relate to providing instructions to the Board's designated representative.

(Government Code 54957.6) (cf. 2121 - Superintendent's Contract)

Closed sessions may take place prior to and during consultations and discussions with representatives of employee organizations and unrepresented employees. For unrepresented employees, closed sessions



Santa Ana Unified School District

BOARD POLICY NO: 9321

SUBJECT: Closed Session Purposes and Agendas

CATEGORY: Board Bylaws

EFFECTIVE: 10/25/2016

RESPONSIBLE OFFICE(S): Office of the Superintendent

REVIEWED: 10/25/2016

held pursuant to Government Code 54957.6 shall not include final action on the proposed compensation of one or more unrepresented employees. (Government Code 54957.6)

For represented employees, the Board may also meet in closed session regarding any other matter within the statutorily provided scope of representation. (Government Code 54957.6)

The Board also may meet in closed session with a state conciliator or a mediator who has intervened in proceedings regarding any of the purposes enumerated in Government Code 54957.6.

Agenda items related to negotiations shall specify the name of the district's designated representative(s) attending the closed session. If circumstances necessitate the absence of a specified designated representative, an agent or designee may participate in place of the absent representative so long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the organization representing the employee(s) or the position title of the unrepresented employee who is the subject of the negotiations. (Government Code 54954.5)

Matters Related to Students

The Board shall meet in closed session to consider the expulsion of a student, unless the student submits a written request at least five days before the date of the hearing that the hearing be held in open session. Regardless of whether the expulsion hearing is conducted in open or closed session, the Board may meet in closed session for the purpose of deliberating and determining whether the student should be expelled. (cf. 5144 - Discipline) (cf. 5144.1 - Suspension and Expulsion/Due Process) (cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

The Board shall meet in closed session to address any student, matter that may involve disclosure of confidential student information, or to consider a suspension, disciplinary action, or any other action against a student except expulsion. If a written request for open session is received from the parent/guardian or adult student, it will be honored to the extent that it does not violate the privacy rights of any other student. (Education Code 35146, 48918, 49070) (cf. 5117 - Interdistrict Attendance)(cf. 5119 - Students Expelled from Other Districts) (cf. 5125.3 - Challenging Student Records) (cf. 5144 - Discipline)

Agenda items related to student matters shall briefly describe the reason for the closed session, such as "student expulsion hearing," or "grade change appeal" without violating the confidentiality rights of individual students. The student shall not be named on the agenda, but a number may be assigned to the student in order to facilitate record keeping. The agenda shall also state that the Education Code requires closed sessions in these cases in order to prevent the disclosure of confidential student record information. (cf. 5125 - Student Records)



Santa Ana Unified School District

BOARD POLICY NO: 9321

SUBJECT: Closed Session Purposes and Agendas

CATEGORY: Board Bylaws

EFFECTIVE: 10/25/2016

RESPONSIBLE OFFICE(S): Office of the Superintendent

REVIEWED: 10/25/2016

Security Matters

The Board may meet in closed session with the Governor, Attorney General, district attorney, District legal counsel, sheriff or chief of police, or their respective deputies, or a security consultant, or a security operations manager, on matters posing a threat to the security of public buildings; to the security of essential services, including water, drinking water, wastewater treatment, natural gas service, and electric service; or to the public's right of access to public services or public facilities. (Government Code 54957) (cf. 0450 - Comprehensive Safety Plan) (cf. 3515 - Campus Security) (cf. 3516 - Emergencies and Disaster Preparedness Plan)

The Board may meet in closed session during an emergency meeting held pursuant to Government Code 54956.5 to meet with law enforcement officials for the emergency purposes specified in Government Code 54957 if agreed to by a two-thirds vote of the Board members present. If less than two-thirds of the members are present, then the Board must agree by a unanimous vote of the members present. (Government Code 54956.5)

Agenda items related to security matters shall specify the name of the law enforcement agency and the title of the officer, or name of applicable agency representative and title, with whom the Board will consult. (Government Code 54954.5)

Conference with Real Property Negotiator

The Board may meet in closed session with its real property negotiator prior to the purchase, sale, exchange, or lease of real property by or for the district in order to grant its negotiator authority regarding the price and terms of payment for the property. (Government Code 54956.8)

Before holding the closed session, the Board shall hold an open and public session to identify its negotiator(s) and the property under negotiation and specify the person(s) with whom the negotiator may negotiate. (Government Code 54956.8)

For purposes of real property transactions, negotiators may include members of the Board. (Government Code 54956.8)

Agenda items related to real property negotiations shall specify the district negotiator attending the closed session. If circumstances necessitate the absence of a specified negotiator, an agent or designee may participate in place of the absent negotiator so long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the negotiating parties and the street address of the real property under negotiation. If there is no street address, the agenda item shall specify the parcel number or another unique reference of the property. The agenda item shall also specify whether instruction to the negotiator will concern price, terms of payment, or both. (Government Code 54954.5)



Santa Ana Unified School District

BOARD POLICY NO: 9321

SUBJECT: Closed Session Purposes and Agendas
CATEGORY: Board Bylaws
RESPONSIBLE OFFICE(S): Office of the Superintendent

EFFECTIVE: 10/25/2016
REVIEWED: 10/25/2016

Pending Litigation

Based on the advice of its legal counsel, the Board may hold a closed session to confer with or receive advice from its legal counsel regarding pending litigation when a discussion of the matter in open session would prejudice the district's position in the litigation. For this purpose, "litigation" means adjudicatory proceeding, including eminent domain, before a court, administrative body exercising its adjudicatory authority, hearing officer, or arbitrator. (Government Code 54956.9)

Litigation is considered "pending" in any of the following circumstances: (Government Code 54956.9)

Litigation to which the Board is a "party" has been initiated formally. (Government Code 54956.9(a))

A point has been reached where, in the Board's opinion based on the advice of its legal counsel regarding the "existing facts and circumstances," there is a "significant exposure to litigation" against the district, or the Board is meeting solely to determine whether, based on existing facts and circumstances, a closed session is authorized. (Government Code 54956.9(b))

Existing facts and circumstances for these purposes are limited to the following: (Government Code 54956.9)

- A. Facts and circumstances that might result in litigation against the district but which the district believes are not yet known to potential plaintiffs and which do not need to be disclosed.
- B. Facts and circumstances including, but not limited to, an accidents, disasters, incidents or transactional occurrences which might result in litigation against the district, which are already known to potential plaintiffs; and which must be publicly disclosed before the closed session or specified on the agenda.
- C. The receipt of a claim pursuant to the Tort Claims Act or a written threat of litigation from a potential plaintiff. The claim or written communication must be available for public inspection. (cf. 3320 - Claims and Actions Against the District)
- D. A threat of litigation made by a person in an open meeting on a specific matter within the responsibility of the Board.
- E. A threat of litigation made by a person outside of an open meeting on a specific matter within the responsibility of the Board, provided that the district official or employee receiving knowledge of the threat made a record of the statement before the meeting and the record is available for public inspection. Such record does not need to identify an alleged victim of tortious sexual conduct or anyone making a threat on his/her behalf or identify an employee who is the alleged perpetrator of any unlawful or tortious conduct, unless the identity of this person has been publicly disclosed.

Based on existing facts and circumstances, the Board has decided to initiate or is deciding whether to initiate litigation. (Government Code 54956.9(c))



Santa Ana Unified School District

BOARD POLICY NO: 9321
SUBJECT: Closed Session Purposes and Agendas
CATEGORY: Board Bylaws
EFFECTIVE: 10/25/2016
RESPONSIBLE OFFICE(S): Office of the Superintendent
REVIEWED: 10/25/2016

Before holding a closed session pursuant to the pending litigation exception, the Board shall state on the agenda or publicly announce the subdivision of Government Code 54956.9 under which the closed session is being held. If authority is based on Government Code 54956.9(a), the Board shall either state the title or specifically identify the litigation to be discussed or state that doing so would jeopardize the district's ability to effectuate service of process upon unserved parties or to conclude existing settlement negotiations to its advantage. (Government Code 54956.9)

Agenda items related to pending litigation shall be described as a conference with legal counsel regarding either "Existing Litigation" or "Anticipated Litigation." (Government Code 54954.5)

"Existing litigation" items shall identify the name of the case specified by either the claimant's name, names of parties, and or case or claim number, unless the Board states that to identify the case would jeopardize service of process or existing settlement negotiations. (Government Code 54954.5)

"Anticipated litigation" items shall state that there is significant exposure to litigation pursuant to Government Code 54956.9(b) and shall specify the potential number of cases. When the district expects to initiate a suit, items related to anticipated litigation shall state that the discussion relates to the initiation of litigation pursuant to Government Code 54956.9(c) and shall specify the potential number of cases. The agenda or an oral statement before the closed session may be required to provide additional information regarding existing facts and circumstances described in items #2 b-e above (Government Code 54954.5, Government Code 54956.9(b)(3)(B-E))

Joint Powers Agency Issues

The Board may meet in closed session to discuss a claim for the payment of tort liability losses, public liability losses, or workers' compensation liability incurred by a joint powers agency (JPA) formed for the purpose of insurance pooling or self-insurance authority of which the district is a member. (Government Code 54956.95)

Closed session agenda items related to liability claims shall specify the claimant's name and the name of the agency against which the claim is made. (Government Code 54954.5) (cf. 3530 - Risk Management/Insurance)

When the board of the JPA has so authorized and upon advice of district legal counsel, the Board may meet in closed session in order to receive, discuss, and take action concerning information obtained in a closed session of the JPA. During the Board's closed session, a Board member serving on the JPA board may disclose confidential information acquired during a closed session of the JPA to fellow Board members. (Government Code 54956.96)



Santa Ana Unified School District

BOARD POLICY NO: 9321

SUBJECT: Closed Session Purposes and Agendas

CATEGORY: Board Bylaws

EFFECTIVE: 10/25/2016

RESPONSIBLE OFFICE(S): Office of the Superintendent

REVIEWED: 10/25/2016

The Board member may also disclose the confidential JPA information to district legal counsel in order to obtain advice on whether the matter has direct financial or liability implications for the district. (Government Code 54956.96)

Closed session agenda items related to conferences involving a JPA shall specify the closed session description used by the JPA and the name of the Board member representing the district on the JPA board. Additional information listing the names of agencies or titles of representatives attending the closed session as consultants or other representatives shall also be included. (Government Code 54954.5)

DESIRED OUTCOME:

Review of Audit Report from California State Auditor's Office

Upon receipt of a confidential final draft audit report from the California State Auditor's Office, the Board may meet in closed session to discuss its response to that report. After public release of the report from the California State Auditor's Office, any Board meeting to discuss the report must be conducted in open session, unless exempted from that requirement by some other provision of law. (Government Code 54956.75)

Closed session agenda items related to an audit by the California State Auditor's Office shall state "Audit by California State Auditor's Office." (Government Code 54954.5)

Review of Assessment Instruments

The Board may meet in closed session to review the contents of any student assessment instrument approved or adopted for the statewide testing system. Before any such meeting, the Board shall agree by resolution to accept any terms or conditions established by the State Board of Education for this review. (Education Code 60617) (cf. 6162.5 - Student Assessment)

Agenda items related to the review of student assessment instruments shall state that the Board is reviewing the contents of an assessment instrument approved or adopted for the statewide testing program and that the Education Code authorizes a closed session for this purpose in order to maintain the confidentiality of the assessment under review.



Santa Ana Unified School District

BOARD POLICY NO: 9321

SUBJECT: Closed Session Purposes and Agendas

CATEGORY: Board Bylaws

EFFECTIVE: 10/25/2016

RESPONSIBLE OFFICE(S): Office of the Superintendent

REVIEWED: 10/25/2016

IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

District Policies and Procedures:

Legal Reference:

- 35145 Public meetings
- 35146 Closed session (re student suspension)
- 44929.21 Districts with ADA of 250 or more
- 48912 Governing board suspension
- 48918 Rules governing expulsion procedures; hearings and notice

- 49070 Challenging content of students records
- 60617 Meetings of governing board

California Government Code

- 3540-3549.3 Educational Employment Relations Act
- 6252-6270 California Public Records Act
- 54950-54963 The Ralph M. Brown Act, especially:

Other Regulatory Authority

- Morrison v. Housing Authority of the City of Los Angeles Board of Commissioners, (2003) 107 Cal.App.4th 860
- Bell v. Vista Unified School District, (2001) 82 Cal.App. 4th 672
- Fischer v. Los Angeles Unified School District, (1999) 70 Cal.App. 4th 87
- Furtado v. Sierra Community College District, (1998) 68 Cal. App. 4th 876
- Roberts v. City of Palmdale, (1993) 5 Cal.4th 363
- Sacramento Newspaper Guild v. Sacramento County Board of Supervisors, (1968) 263 Cal.App. 2d 41
- San Diego Union v. City Council, (1983) 146 Cal.App.3d 947

ATTORNEY GENERAL OPINIONS

- 94 Ops.Cal.Atty.Gen. 82 (2011)
- 86 Ops.Cal.Atty.Gen. 210 (2003)
- 78 Ops.Cal.Atty.Gen. 218 (1995)
- 59 Ops.Cal.Atty.Gen. 532 (1976)
- 57 Ops. Cal. Atty. Gen. 209 (1974)

Adopted: (7-77 8-77 4-94 10-00 5-03) 10-16

AGENDA ITEM BACKUP SHEET
November 15 , 2016

Board Meeting

TITLE: 2015-16 Annual Report for Williams Settlement Legislation

ITEM: Consent

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to provide to the Board of Education the results of the 2015-16 Annual Report for Williams Settlement Legislation.

RATIONALE:

This report represents activity conducted by OCDE for the 2015-16 fiscal year. The County requires that school districts report the findings at a regularly scheduled Board meeting in the month of November. There are two issues identified and both have been resolved and verified by OCDE. Attached is the report summary.

ITEM SUMMARY:
Per Education Code Section 1240, Orange County Department of Education (OCDE) is charged with the responsibility to conduct site reviews at decile 1-3 schools based on the 2012 Academic Performance Index.

FUNDING:

No Fiscal Impact

RECOMMENDATION:

Presented for informational purposes.

2015-16 Annual Report for Williams Settlement Legislation

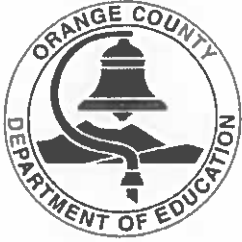
EXECUTIVE SUMMARY

This report summarizes the results of the Williams Settlement Legislation reviews of decile 1-3 schools with respect to school facilities:

- **School Site Facility Reviews:**

Carver Elementary: Room 10, the carpet was cleaned and repaired. The irrigation sprinklers were repaired and no evidence of mold was found.

Pio Pico Elementary: Room 30, computer lab, the condensation line was plugged and fixed immediately.



September 19, 2016

Stefanie Phillips, Ed.D.
Superintendent
Santa Ana Unified School District
1601 East Chestnut Avenue
Santa Ana, CA 92701-6322

**ORANGE COUNTY
DEPARTMENT
OF EDUCATION**
200 KALMUS DRIVE
P.O. BOX 9050
COSTA MESA, CA
92628-9050

(714) 966-4000
FAX (714) 432-1916
www.ocde.us

AL MIJARES, Ph.D.
County Superintendent
of Schools

Dear Dr. Phillips:

Per Education Code Section 1240, I am charged with the responsibility to conduct reviews of decile 1-3 schools based on the 2012 Academic Performance Index (API) to ensure compliance with Williams Settlement Legislation requirements.

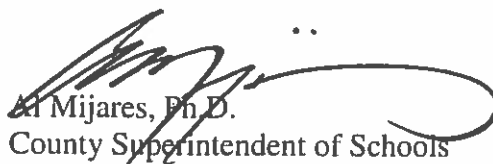
The enclosed report for fiscal year 2015-16 provides aggregate findings for the Santa Ana Unified School District in the areas of sufficiency of textbooks and instructional materials, maintenance of facilities, accuracy of data reported on School Accountability Report Cards (SARC), and compliance with teacher assignments.

This data has been submitted in previous quarterly reports. As required by Education Code Section 1240, it will also be shared with the Orange County Board of Education and the County of Orange Board of Supervisors.

Please share this annual report at a public meeting with your Board during the month of November as required by the Williams Settlement Legislation.

Your dedicated efforts and those of your school board members, administrative staff, and school site staff demonstrate professional commitment to improving student achievement and well-being. I am proud to acknowledge your district's exemplary service to the students, families, and community members of Orange County.

Sincerely,


Al Mijares, Ph.D.
County Superintendent of Schools

AM:ts

Enclosure

c: David Haglund, Ed.D., Deputy Superintendent, Educational Services

**ORANGE COUNTY
BOARD OF EDUCATION**

JOHN W. BEDELL, PH.D.

DAVID L. BOYD

REBECCA "BECKIE" GOMEZ

LINDA LINDHOLM

KEN L. WILLIAMS, D.O.



**Orange County Department of Education
Williams Settlement Legislation
Annual Report for Santa Ana Unified School District
2015-16**

This report summarizes the results of Williams Settlement Legislation reviews of decile 1-3 schools (2012 base API).

INSTRUCTIONAL MATERIALS

The schools were evaluated to have sufficient textbooks and instructional materials.¹

School	Review Date	Subject	Textbook/Instructional Materials	Grade	Room	Materials Needed	Correction Date
Carver Elementary	September 15, 2015		NONE				
Century High	September 22, 2015		NONE				
Davis Elementary	September 10, 2015		NONE				
Garfield Elementary	September 10, 2015		NONE				
Heroes Elementary	September 15, 2015		NONE				
Hoover Elementary	September 10, 2015		NONE				
Kennedy Elementary	September 22, 2015		NONE				
Lathrop Intermediate	September 24, 2015		NONE				
Lincoln Elementary	September 14, 2015		NONE				
Lowell Elementary	September 15, 2015		NONE				
McFadden Intermediate	September 24, 2015		NONE				
Pio Pico Elementary	September 15, 2015		NONE				
Roosevelt Elementary	September 22, 2015		NONE				
Saddleback High	September 24, 2015		NONE				
Santa Ana High	September 15, 2015		NONE				
Sepulveda Elementary	September 24, 2015		NONE				
Sierra Preparatory Academy	September 10, 2015		NONE				
Spurgeon Intermediate	September 14, 2015		NONE				
Valley High	September 14, 2015		NONE				



Orange County Department of Education
Williams Settlement Legislation
Annual Report for Santa Ana Unified School District
2015-16

INSTRUCTIONAL MATERIALS (Continued)

School	Review Date	Subject	Textbook/Instructional Materials	Grade	Room	Materials Needed	Correction Date
Walker Elementary	September 22, 2015		NONE				
Willard Intermediate	September 10, 2015		NONE				
Wilson Elementary	September 15, 2015		NONE				

¹“Sufficient textbooks and instructional materials” means that each pupil, including English learners, has a standards-aligned textbook or instructional materials, or both, to use in class and to take home in the core subject areas of mathematics, science, history-social science, and English language arts, including the English language development component of an adopted program. Middle and high schools include foreign language and health. High schools include science laboratory equipment.



Orange County Department of Education
Williams Settlement Legislation
Annual Report for Santa Ana Unified School District
2015-16

FACILITIES

The schools were reviewed with respect to the safety, cleanliness, and functionality of school facilities. Any deficiencies were reported to school administrators for remediation.²

School	Review Date	Room/Area	Facility Conditions Identified	Deficiency	Extreme Deficiency
Carver Elementary	October 8, 2015	Room 10	Carpeting under large window has evidence of water damage and visible mold/mildew	X	
Century High	September 24, 2015		NONE		
Davis Elementary	September 29, 2015		NONE		
Garfield Elementary	October 8, 2015		NONE		
Heroes Elementary	October 8, 2015		NONE		
Hoover Elementary	September 29, 2015		NONE		
Kennedy Elementary	October 1, 2015		NONE		
Lathrop Intermediate	September 24, 2015		NONE		
Lincoln Elementary	September 29, 2015		NONE		
Lowell Elementary	October 1, 2015		NONE		
Mcfadden Intermediate	September 22, 2015		NONE		
Pio Pico Elementary	October 1, 2015	Room 30, Computer Lab	Active leak from ceiling due to issue with air conditioning unit	X	
Roosevelt Elementary	October 1, 2015		NONE		
Saddleback High	September 22, 2015		NONE		
Santa Ana High	September 24, 2015		NONE		
Sepulveda Elementary	September 22, 2015		NONE		
Sierra Preparatory	September 29, 2015		NONE		
Spurgeon Intermediate	September 29, 2015		NONE		
Valley High	September 22, 2015		NONE		



Orange County Department of Education
Williams Settlement Legislation
Annual Report for Santa Ana Unified School District
2015-16

FACILITIES (Continued)

School	Review Date	Room/Area	Facility Conditions Identified	Deficiency	Extreme Deficiency
Walker Elementary	October 1, 2015		NONE		
Willard Intermediate	October 8, 2015		NONE		
Wilson Elementary	September 29, 2015		NONE		

²Districts are not required to report corrections to the Orange County Department of Education.



Orange County Department of Education
Williams Settlement Legislation
Annual Report for Santa Ana Unified School District
2015-16

SCHOOL ACCOUNTABILITY REPORT CARD (SARC)

The SARCs published in 2015-16 were reviewed to determine the accuracy of information reported for sufficiency of textbooks and instructional materials and safety, cleanliness, and functionality of school facilities.

School	SARC Review Date(s)	Instructional Materials Accurate	Instructional Material Discrepancies	Facility Conditions Accurate	Facility Condition Discrepancies
Carver Elementary	March 8, 2016	Yes	N/A	Yes	N/A
Century High	March 2, 2016	Yes	N/A	Yes	N/A
Davis Elementary	March 8, 2016	Yes	N/A	Yes	N/A
Garfield Elementary	March 8, 2016	Yes	N/A	Yes	N/A
Heroes Elementary	March 8, 2016	Yes	N/A	Yes	N/A
Hoover Elementary	March 8, 2016	Yes	N/A	Yes	N/A
Kennedy Elementary	March 8, 2016	Yes	N/A	Yes	N/A
Lathrop Intermediate	March 7, 2016	Yes	N/A	Yes	N/A
Lincoln Elementary	March 8, 2016	Yes	N/A	Yes	N/A
Lowell Elementary	March 8, 2016	Yes	N/A	Yes	N/A
Mcfadden Intermediate	March 7, 2016	Yes	N/A	Yes	N/A
Pio Pico Elementary	March 8, 2016	Yes	N/A	Yes	N/A
Roosevelt Elementary	March 8, 2016	Yes	N/A	Yes	N/A
Saddleback High	March 2, 2016	Yes	N/A	Yes	N/A
Santa Ana High	March 2, 2016	Yes	N/A	Yes	N/A
Sepulveda Elementary	March 8, 2016	Yes	N/A	Yes	N/A
Sierra Intermediate	March 7, 2016	Yes	N/A	Yes	N/A
Spurgeon Intermediate	March 7, 2016	Yes	N/A	Yes	N/A
Valley High	March 2, 2016	Yes	N/A	Yes	N/A
Walker Elementary	March 8, 2016	Yes	N/A	Yes	N/A
Willard Intermediate	March 7, 2016	Yes	N/A	Yes	N/A
Wilson Elementary	March 8, 2016	Yes	N/A	Yes	N/A



Orange County Department of Education
Williams Settlement Legislation
Annual Report for Santa Ana Unified School District
2015-16

TEACHER ASSIGNMENT MONITORING

Teacher assignments were reviewed and found to be in compliance.

School	Teacher Misassignments ³	English Language Learner Misassignments	Teacher Vacancies ⁴	Teacher Vacancies Filled
Carver Elementary	0	0	0	0
Century High	0	0	0	0
Davis Elementary	0	0	0	0
Garfield Elementary	0	0	0	0
Heroes Elementary	0	0	0	0
Hoover Elementary	0	0	0	0
Kennedy Elementary	0	0	0	0
Lathrop Intermediate	0	0	0	0
Lincoln Elementary	0	0	0	0
Lowell Elementary	0	0	0	0
Mcfadden Intermediate	0	0	0	0
Pio Pico Elementary	0	0	0	0
Roosevelt Elementary	0	0	0	0
Saddleback High	0	0	0	0
Santa Ana High	0	0	0	0
Sepulveda Elementary	0	0	0	0
Sierra Intermediate	0	0	0	0
Spurgeon Intermediate	0	0	0	0
Valley High	0	0	0	0



Orange County Department of Education
Williams Settlement Legislation
Annual Report for Santa Ana Unified School District
2015-16

TEACHER ASSIGNMENT MONITORING (Continued)

School	Teacher Misassignments ³	English Language Learner Misassignments	Teacher Vacancies ⁴	Teacher Vacancies Filled
Walker Elementary	0	0	0	0
Willard Intermediate	0	0	0	0
Wilson Elementary	0	0	0	0

Respectfully submitted,



 Nicole Savio Newfield
 Administrator, Community and Student Support Services

9/9/16
 Date

³ The California Commission on Teacher Credentialing (CCTC) considers it a misassignment when a teacher lacks the proper subject-matter authorization, a proper teaching credential, or the appropriate authorization or credential to teach English Learners if one or more English Learners are assigned to the class. The Williams Settlement Legislation requires that county superintendents report to the CCTC the number of English Learner related misassignments involving classes in which 20% or more of the students are English Learners.

⁴ A teacher vacancy occurs if 20 working days after school begins for the semester, a single designated teacher has still not been assigned to teach the class for the entire year or semester (Education Code 35186(h)(3) and California Code of Regulations Title 5 4600(b)).

**AGENDA ITEM BACKUP SHEET
November 15, 2016**

Board Meeting

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

ITEM: **Consent**

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

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

BACKGROUND INFORMATION:

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

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

RATIONALE:

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

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

FUNDING:

No Fiscal Impact

RECOMMENDATION:

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

DH:lr

SANTA ANA UNIFIED SCHOOL DISTRICT
GIFTS RECOMMENDED FOR ACCEPTANCE - November 15, 2016

School:	Gift:	Amount:	Donor:	Used for:
Madison Elementary		\$2,500	Mr. Ted Holcomb Promoter Los Alamitos	Teacher, classified, parent appreciation, student incentives and rewards
Roosevelt Elementary	Three five gallon cans of Behr paint and donated labor	\$20,000	The Heart of America Foundation Ms. Lisa Smith Director of READesign Landover, MD	READesign Project
Roosevelt Elementary		\$1,633	First American Title Insurance Company Mr. Mark Rutherford Senior Vice President Santa Ana	Instructional supplies and field trip expenses
Santa Ana High School		\$5,000	Santa Ana High School Band Boosters Ms. Herminia Sosa Santa Ana	Apparel for band students
Santa Ana Unified School District		\$15,000	First Pacific Financial Mr. Robbins H. Gray Fullerton	Instructional supplies for the intermediate Speech and Debate Program
November 15, 2016 donations		\$44,133		
2016 Total donations	\$267,694	\$311,827		

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

DH:lr

AGENDA ITEM BACKUP SHEET
November 15, 2016

Board Meeting

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

ITEM: **Consent**

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

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

BACKGROUND INFORMATION:

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

RATIONALE:

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

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

FUNDING:

Various Funding Sources

RECOMMENDATION:

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

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

SANTA ANA UNIFIED SCHOOL DISTRICT - EXTENDED FIELD TRIPS
RECOMMENDED FOR APPROVAL - November 15, 2016

Date:	Schools/Location:	Funding and Cost:	Student(s):	Staff and Chaperone:
November 18-19, 2016 (Friday - Saturday)	Godinez Fundamental High School Southern California Vocal Association Honor Choir Rehearsal and Performance University of Redlands Redlands, CA	\$250.00 per student (s) (cost paid by donations, fundraising, & Site Discretionary funds)	4	2
November 18-19, 2016 (Friday - Saturday)	Santa Ana High School Southern California Vocal Association Honor Choir Rehearsal and Performance University of Redlands Redlands, CA	\$250.00 per student (s) (cost paid by Site Discretionary funds)	2	1
November 18-19, 2016 (Friday - Saturday)	Valley High School Southern California Vocal Association Honor Choir Rehearsal and Performance University of Redlands Redlands, CA	\$250.00 per student (s) (cost paid by donations, scholarships, & Site Discretionary funds)	4	1
November 19-25, 2016 (Saturday - Friday)	Century High School 2016 Macy's Great American Marching Band New York, NY	\$2,226.20 per student (s) (cost paid by Site Donation funds)	1	Provided by Music Festivals & Tours
November 25-27, 2016 (Friday - Sunday)	Santa Ana High School California State Cross Country Finals Woodward Park Fresno, CA	\$1,775.00 per student (s) (cost paid by CIF Athletic funds)	2	2

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

Date:	Schools/Location:	Funding and Cost:	Student(s):	Staff and Chaperone:
December 15-18, 2016 (Thursday - Sunday)	Segerstrom High School Girls' Water Polo Tournament Valhalla High School San Diego, CA	\$110.00 per student (s) (cost paid by donations & fundraising)	13	3

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 Godinez Fundamental High School students to participate in the Southern California Vocal Association Honor Choir Rehearsal and Performance at the University of Redlands, in Redlands, CA. The trip will be November 18-19, 2016.
- OVERVIEW:** Godinez Fundamental High School is requesting their students to participate in the Southern California Vocal Association Honor Choir Rehearsal and Performance in Redlands, CA.
- RATIONALE:** Out of about 1,000 students these four singers were selected to sing in the Southern California Vocal Association Honor Choir. Students will get an opportunity to perform music with a special guest conductor and perform with other talented musicians from all over Southern California. This trip will help to fulfill the state performing arts standards found in section 2.0 (Creative Expression). Students will obtain their music in advance to prepare for this event.
- PARTICIPANTS:** 4 students and 2 chaperones (1 certificated and 1 classified)
- COSTS:** \$250.00 per student – To include lodging, meals, and travel
- *FUNDING:** Cost paid by donations, fundraising, and Site Discretionary funds
- RECOMMENDATION:** Approve the request for Godinez Fundamental High School students to participate in the Southern California Vocal Association Honor Choir Rehearsal and Performance at the University of Redlands, in Redlands, CA on November 18-19, 2016.

Agenda Item Backup Sheet

- ITEM:** Request of extended field trip for Santa Ana High School students to participate in the Southern California Vocal Association Honor Choir Rehearsal and Performance at the University of Redlands, in Redlands, CA. The trip will be November 18-19, 2016.
- OVERVIEW:** Santa Ana High School is requesting their students to participate in the Southern California Vocal Association Honor Choir Rehearsal and Performance in Redlands, CA.
- RATIONALE:** Out of about 1,000 students these two singers were selected to sing in the Southern California Vocal Association Honor Choir. These two students each must learn six new songs in multiple languages, and will have the great opportunity of working with nationally recognized conductors from 9:00 am – 9:00 pm. This activity will culminate in a final concert at the University of Redlands.
- PARTICIPANTS:** 2 students and 1 chaperone (1 certificated)
- COSTS:** \$250.00 per student – To include lodging, meals, and travel
- *FUNDING:** Cost paid by Site Discretionary funds
- RECOMMENDATION:** Approve the request for Santa Ana High School students to participate in the Southern California Vocal Association Honor Choir Rehearsal and Performance at the University of Redlands, in Redlands, CA on November 18-19, 2016.

Agenda Item Backup Sheet

ITEM: Request of extended field trip for Valley High School students to participate in the Southern California Vocal Association Honor Choir Rehearsal and Performance at the University of Redlands, in Redlands, CA. The trip will be November 18-19, 2016.

OVERVIEW: Valley High School is requesting their students to participate in the Southern California Vocal Association Honor Choir Rehearsal and Performance in Redlands, CA.

RATIONALE: The Southern California Vocal Association Honor Choir is an auditioned choir made up of the most accomplished high school choral musicians in Southern California, four of whom are from Valley High School. These four students each must learn six new songs in multiple languages, and will have the great opportunity of working with nationally recognized conductors from 9:00 am – 9:00 pm. This activity will culminate in a final concert at the University of Redlands.

PARTICIPANTS: 4 students and 1 chaperone (1 certificated)

COSTS: \$250.00 per student – To include lodging, meals, and travel

***FUNDING:** Cost paid by donations, scholarships, and Site Discretionary funds

RECOMMENDATION: Approve the request for Valley High School students to participate in the Southern California Vocal Association Honor Choir Rehearsal and Performance at the University of Redlands, in Redlands, CA on November 18-19, 2016.

Agenda Item Backup Sheet

ITEM: Request of extended field trip for a Century High School student to participate in the 90th Annual Macy's Thanksgiving Day Parade as part of the Macy's Great American Marching Band in New York, New York. The trip will be on November 19-25, 2016.

OVERVIEW: Century High School is requesting authorization for their student to participate in the 90th Annual Macy's Thanksgiving Day Parade in New York, New York.

RATIONALE: Douglass Torres Escobar, grade 11, was selected among thousands of applicants to represent Century High School and the District as a member of Macy's Great American Marching Band which will be in the Macy's Thanksgiving Day Parade. The band will be comprised of selected students from all over the United States under the direction of Auburn University's Dr. Richard Good and Mr. Barry Houser, University of Illinois. Douglass will also partake in sightseeing tours of the National 9/11 Museum, Rockefeller Center, and Times Square.

PARTICIPANTS: 1 student. Music Festivals and Tours will provide chaperones and supervisory staff at the hotel and during the official schedule of events to ensure students' wellbeing.

COSTS: \$2,226.20 per student – To include lodging, meals, and travel

***FUNDING:** Cost paid by Site Donation funds

RECOMMENDATION: Approve the request of the extended field trip for a Century High School student to participate in the 90th Annual Macy's Thanksgiving Day Parade as part of the Macy's Great American Marching Band in New York, New York on November 19-25, 2016.

Agenda Item Backup Sheet

- ITEM:** Request of extended field trip for Santa Ana High School's cross country students to participate in the California Cross Country Finals at Woodward Park in Fresno, CA. The trip will be November 25-27, 2016.
- OVERVIEW:** Santa Ana High School is requesting authorization for their cross country students to compete in the California Cross Country Finals in Fresno, CA.
- RATIONALE:** Students have qualified for the California Cross County Finals in Fresno, California and will represent the District while competing against other schools from various districts.
- PARTICIPANTS:** 2 students and 2 chaperones (1 certificated and 1 classified)
- COSTS:** \$1,775.00 per student – To include lodging, meals, and travel
- * FUNDING:** Cost paid by CIF Athletic funds
- RECOMMENDATION:** Approve the request of the extended field trip for Santa Ana High School's cross country students to participate in the California Cross Country Finals at Woodwork Park in Fresno, CA on November 25-27, 2016.

Agenda Item Backup Sheet

<u>ITEM:</u>	Request of extended field trip for Segerstrom High School students to participate in the Girls' Water Polo Tournament at Valhalla High School in San Diego, CA. The trip will be December 15-18, 2016.
<u>OVERVIEW:</u>	Segerstrom High School is requesting their students to participate in the Girls' Water Polo Tournament in San Diego, CA.
<u>RATIONALE:</u>	An excellent opportunity for Segerstrom High School athletics to build team unity, team building, and be exposed to teams they would not ordinarily have a chance to see or play.
<u>PARTICIPANTS:</u>	13 students and 5 chaperones (1 certificated and 2 classified)
<u>COSTS:</u>	\$110.00 per student – To include lodging, meals, and travel
<u>*FUNDING:</u>	Cost paid by donations and fundraising
<u>RECOMMENDATION:</u>	Approve the request for Segerstrom High School students to participate in the Girls' Water Polo Tournament at Valhalla High School in San Diego, CA on December 15-18, 2016.

AGENDA ITEM BACKUP SHEET
November 15, 2016

Board Meeting

TITLE: **Approval of Payment and Reimbursement of Costs Incurred for Student with Disabilities for 2016-17 School Year**

ITEM: **Consent**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of payment and reimbursement of costs incurred by parents for students with disabilities.

ITEM SUMMARY:
<ul style="list-style-type: none"> • <u>1</u> Attorney fees per settlement agreement.

RATIONALE:

In accordance with the students' Individualized Education Program (IEP) the parties on the attached list require reimbursement for related services or participated in a resolution session, settlement conference and/or mediation following the filing of a due process hearing and agreed to resolve the dispute by reimbursing those applicable for costs incurred.

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

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

FUNDING:

Special Education: Not to Exceed \$7,500

RECOMMENDATION:

Approve the payment and reimbursement of costs incurred for student with disabilities for the 2016-17 school year.

**Payment and Reimbursement of Costs Incurred for Student with Disabilities
for 2016-17 School Year**

Board Meeting: November 15, 2016

Student ID#:	Amount:	Expenditure:	Law Office:
437602	\$7,500	Attorney Fees	Selogie & Brett, LLP

AGENDA ITEM BACKUP SHEET
November 15, 2016

Board Meeting

TITLE: Approval of Agreement with Grupo Crecer for Period of January 26 through March 16, 2017

ITEM: Consent

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of an agreement with Grupo Crecer on behalf of Madison Elementary School for the period of January 26 through March 16, 2017.

RATIONALE:

Grupo Crecer will provide a series of parent education workshops on strengthening families toward academic success at Madison Elementary School. The goal of this collaborative effort is to improve children's academic success through the delivery of parenting workshops. The covering topics will emphasize improved communication, family structure, reduced family abuse, and the identification and strengthening of children's academic skills. Their services consist of a series of eight, 2-hour parent education workshops once per week.

LCAP Goal 3.7: Establish parenting programs that support student success by working with community partners and organizations and other family services (e.g., parent trainings, links to community social service resources, parenting workshops), expand the use of school-based Parent and Community Liaisons, expanding structured recess at elementary schools, offering health fairs, and providing finger printing for parent volunteers. Support these efforts with transportation and childcare.

FUNDING:

Title I Site Funds: \$10,000

RECOMMENDATION:

Approve the agreement with Grupo Crecer for the period of January 26 through March 16, 2017.

ITEM SUMMARY:
<ul style="list-style-type: none"> • Agreement Starts: January 26, 2017 • Agreement Ends: March 16, 2017 • Workshops will be offered to parents for eight weeks • At Madison Elementary School

Independent Contractor Agreement

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as "DISTRICT," and (**Grupo Crecer, 233 W. Cerritos Ave, Building 8, Anaheim, CA 92805**) hereinafter referred to as "CONTRACTOR."

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

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

NOW, THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Grupo Crecer will conduct a series of eight, 2-hour (6:00-8:00p.m.) parent education workshops once per week (Thursday evenings) for 8 weeks at Madison Elementary School. Topic: Strengthening Families toward Academic Success

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

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on **1/26/2017** and will diligently perform as required and complete performance by **3/16/2017**.

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Ten Thousand Dollars (\$10,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

4. **Expenses:** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: N/A.

5. **Independent Contractor:** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation.

CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

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

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

7. **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:

**Grupo Crecer
233 W. Cerritos Ave., Building 8
Anaheim, CA 92805**

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

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

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

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

a. Exhibit A – Scope of Work

THIS AGREEMENT IS ENTERED INTO THIS 16TH DAY OF NOVEMBER, 2016.

DISTRICT:

CONTRACTOR:

By:

By:

Signature

Signature

Tina Douglas

GROVER BRAVO

Printed Name

Printed Name

Assistant Superintendent, Business
Services

EXECUTIVE DIRECTOR

Title

Title

11/15/2016

27-3204774

Board Approval Date

Social Security or Taxpayer Identification

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

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

Exhibit A
Scope of Work

Goal: The goal of this collaborative effort is to improve children's **academic success** through the delivery of parenting workshops for parents of Madison Elementary School covering topics that emphasize improved communication, family structure, reduced family abuse, and the identification and strengthening of children's academic skills.

Objective: To conduct a series of eight, 2-hour (6:00 to 8:00 P.M.) parent education workshops once per week (Thursday evenings) for 8 weeks at Madison Elementary School, starting, January 28, 2017 and ending, March 16, 2017.

Topic Options

Each of the five topics available consists of a 2-hour workshop conducted once per week for eight weeks.

The topic offered for this session is:

- ❖ Strengthening Families toward Academic Success

Language Options

Schools wishing to provide the Grupo CRECER program in Spanish and English may choose from two options:

- Separate Spanish language and English language groups
Grupo CRECER offers its culturally tuned programs in Spanish or English. In each parent class, we will use specific words, expressions, examples, and symbols relevant to the language of the group served. Grupo CRECER will provide a culturally competent educator and materials for either Spanish or English-speaking groups. Each group is scheduled and billed as an Independent series.
- Translated Spanish-language group
Grupo CRECER will provide a qualified translator to provide simultaneously, Spanish- English translation for the English-speaking participants. The school will be billed an additional fee of \$60, per 2-hour session for the translation. The school will be responsible for providing the electronic translation equipment (available from the school district).

Grupo Crecar will be responsible for delivering the workshops.
Madison Elementary School will assist Grupo CRECER in the capacity listed below.

GRUPO CRECER WILL PROVIDE:

- ✓ Professional facilitators for every session
- ✓ All outlines, handouts, brochures and materials for each week's session for each participant
- ✓ Professional parent recruitment services for each session
- ✓ Will report at the end of the program a list with attendance, number of parents completing the program, description of common issues and suggested follow-up
- ✓ A certificate of completion for each participant at the end of the series

MADISON ELEMENTARY SCHOOL WILL PROVIDE:

- ✓ An appropriate learning space for all morning and evening sessions
- ✓ Child Care
- ✓ Translation equipment (if translation option is chosen)

**AGENDA ITEM BACKUP SHEET
November 15, 2016**

Board Meeting

TITLE: Approval of Agreement with Houghton Mifflin Harcourt for Period of November 16, 2016 through November 15, 2017

ITEM: Consent

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of an agreement with Houghton Mifflin Harcourt on behalf of Advanced Learning Academy for the period of November 16, 2016 through November 15, 2017.

ITEM SUMMARY:
<ul style="list-style-type: none"> • Agreement Starts: November 16, 2016 • Agreement Ends: November 15, 2017 • Services will be provided to 200 students • 1st year using the online Math 180 program at Advanced Learning Academy

RATIONALE:

Advanced Learning Academy emphasizes personalized learning based on each student’s individualized competency. The online program, Math 180, will allow students move with ease through the online math curriculum at a rate that ensures accelerated growth. The Math 180 program will be provided to 200 students grades 3-8 at Advanced Learning Academy.

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

FUNDING:

Title I Site Funds: \$33,374

RECOMMENDATION:

Approve the agreement with Houghton Mifflin Harcourt for the period of November 16, 2016 through November 15, 2017.

DH:mo

Independent Contractor Agreement

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as "DISTRICT," and (**Houghton Mifflin Harcourt Publishing Company, 222 Berkeley Street, Boston, MA 02116**) 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:** Math 180 license system, hosting services, 1 day of in-person technical management services and 4 coaching days at Advanced Learning Academy.

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

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on 11/16/2016 and will diligently perform as required and complete performance by 11/15/2017.

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Thirty-Three Thousand Three Hundred Seventy-Four Dollars (\$33,374). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

4. **Expenses:** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: N/A.

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

6. **Materials:** CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: Licenses, student and teacher materials. 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 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 retains all right, title and interest in and to its software, documentation, training and implementation materials and other materials provided in connection with CONTRACTOR's services (collectively, "CONTRACTOR IP"). CONTRACTOR grants to the DISTRICT a personal, nonexclusive license to use the CONTRACTOR IP for its own non-commercial, incidental use as set forth in the end user license agreement accompanying such software and as contemplated herein. All data of the DISTRICT is the property of 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 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:

**Houghton Mifflin Harcourt Company
3 Park Ave
New York, NY 10016
Attn: VP & Associate General Counsel**

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

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

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

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

a. Exhibit A – Proposal

THIS AGREEMENT IS ENTERED INTO THIS 16TH DAY OF NOVEMBER, 2016.

DISTRICT:

CONTRACTOR:

By: _____
Signature

By: Nicole Genova
Signature

Tina Douglas

Printed Name

Nicole Genova

Printed Name

Assistant Superintendent, Business
Services

Title

Director, Business Desk

Title

11/15/2016

Board Approval Date

04-1456030

Social Security or Taxpayer Identification

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

Exhibit A

Proposal

ISBN	Title	List Price	Discount %	Sale Price	Quantity	Purchase Amount
Math 180 Course I						
Coaching Bundles						
6002172 9780545835183	Math 180 72 License System with 4 Days of Coaching, Course I <i>Includes student software licenses and mSpace books for 72 students, 1 set of Teacher Materials and 2 Licenses to SAM Central, Classroom Games Box, 2 Days of Professional Learning, and Leadership Support</i>	\$35,565.00	15.7%	\$29,995.00	1	\$29,995.00
<i>Teacher Materials (Box 1)</i> <i>Teacher Bookcase</i> <i>Teacher Guide Vol 1</i> <i>Teacher Guide Vol 2</i> <i>Resources for Differentiated Instruction Guide</i> <i>Getting Started Guide</i> <i>Professional Learning Guide</i> <i>Annotated mSpace Vol 1</i> <i>Annotated mSpace Vol 2</i> <i>Classroom Posters Set</i> <i>Welcome Letter & SMA Disc</i> <i>Classroom Games Box (Box 2)</i> <i>Student Materials (Boxes 3 and 14)</i> <i>72 mSpace Vol 1 (6 per box)</i> <i>72 mSpace Vol 2 (6 per box)</i> <i>Technology</i> <i>2 MATH 180 Licenses to SAM Central</i> <i>72 Student Software Licenses</i> <i>72 HMH Math Inventory Licenses</i> <i>Leadership Dashboard Training & Professional Learning Powered by Math Solutions</i> <i>2-Day Start-Up Training & Professional Learning Half-Day Leadership Overview</i>						
Total for Coaching Bundles						\$29,995.00
Total for Math 180 Course I						\$29,995.00
Math 180 Technical Services						
Hosting Services						
6001532 9780545811100	MATH 180 Hosting Service (annual price per license)	\$15.00		\$15.00	72	\$1,080.00
Total for Hosting Services						\$1,080.00
On-site Technical Services						
3026282 9780439748780	In-Person Technical Management Services (1 day)	\$2,299.00		\$2,299.00	1	\$2,299.00
Total for On-site Technical Services						\$2,299.00
Total for Math 180 Technical Services						\$3,379.00

**Proposal
Summary**

Total Discounts:	14.37%	\$5,600.00
Subtotal Purchase Amount:	\$33,374.00	

AGENDA ITEM BACKUP SHEET
November 15, 2016

Board Meeting

TITLE: **Approval of Agreement with Madison Park Neighborhood Association/GREEN Project for Period of November 19, 2016 through June 3, 2017**

ITEM: **Consent**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of an agreement with Madison Park Neighborhood Association (MPNA)/GREEN Project on behalf of Madison Elementary School for the period of November 19, 2016 through June 3, 2017.

ITEM SUMMARY:
<ul style="list-style-type: none"> • Agreement Starts: November 19, 2016 • Agreement Ends: June 3, 2017 • Services will be offered to 300 students in grades K- 6th • At Madison Elementary School

RATIONALE:

MPNA/ GREEN Project will provide science enrichment programs to 300 students in grades K-6 at Madison Elementary School. The science enrichment programs include; The Cell, Physiology, Nutrition and Urban Ecology. University of California staff and Medical students will mentor, tutor, and work with teachers to provide science enrichment. The objective of this agreement is to provide college and career readiness and promote careers in science and technology for students, as well as, support student achievement in math, language arts and science.

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

FUNDING:

One-Time Discretionary Site Funds: \$10,000

RECOMMENDATION:

Approve the agreement with Madison Park Neighborhood Association/GREEN Project for the period of November 19, 2016 through June 3, 2017.

Independent Contractor Agreement

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT,” and (**Madison Park Neighborhood Association/GREEN Project, 516 E. Occidental, Santa Ana, CA 92707**) 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:** Science Enrichment program for students (The Cell, Physiology, Nutrition, Urban Ecology), UCI Staff and Medical Students will 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.

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

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on **11/19/2016** and will diligently perform as required and complete performance by **6/3/2017**.

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Ten Thousand Dollars (\$10,000). DISTRICT shall pay CONTRACTOR according to the following terms and

conditions:

4. **Expenses:** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: N/A.

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

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

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

7. **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:

Madison Park Neighborhood

Association/GREEN Project

516 E. Occidental

Santa Ana, CA 92707

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

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

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

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

a. Scope of Work

THIS AGREEMENT IS ENTERED INTO THIS 16TH DAY OF NOVEMBER, 2016.

DISTRICT:

CONTRACTOR:

By:

Signature

Tina Douglas

Printed Name

Assistant Superintendent, Business

Services

Title

11/15/2016

Board Approval Date

By:

Jose J. Rea

Signature

JOSE J. REA

Printed Name

PROGRAM DIRECTOR

Title

80 - 0201690

Social Security or Taxpayer Identification

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

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

Exhibit A
Scope of Work

ALMA GREEN Saturday Science Enrichment Program

Lesson	Date	Topic	Activities
<u>The Cell</u>			
01	Nov 19, 2016	What is a cell? & Cell Pictorials	PA: Exercise Video
02	Dec 3, 2016	Looking at Cells (Microscope) & 3D Cell Model	PA: Exercise Video

03	Dec 10, 2016	Walking & Reading the Neighborhood	PA: Walking
04	Jan 21, 2017	Grocery Store & Nutrition Labels	PA: Walking
05	Jan 28, 2017	DNA Pt.1 - DNA Models	PA: Exercise Video
<u>Physiology</u>			
06	Feb 4, 2017	DNA Pt.2 - DNA Extraction	PA: Exercise Video
07	Feb 11, 2017	Anatomy/Physio Pt. 1	PA: Dance
08	Feb 25, 2017	Anatomy/Physio Pt. 2	PA: Dance
09	Mar 4, 2017	Pediatric Exercise Research Center Clinical Physiology Laboratory Field Trip University of California Irvine Health	
<u>Nutrition</u>			
10	Mar 11, 2017	Passport to Nutrition / Fruit cooking demo	
11	Mar 25, 2017	Nutritional Labels / Veggie cooking demo	PA: Yoga
12	Apr 15, 2017	Grocery Store, Nutritional Labels, Ingredients	PA: Yoga
13	Apr 22, 2017	Wrap up Data & Reflections	PA: Yoga
<u>Urban Ecology</u>			
14	Apr 29, 2017	Learning to Map: Starting with Plants	PA: Sports
15	May 6, 2017	Super Mappers: Adding in Animals	PA: Sports
16	May 13, 2017	Master Mappers: Putting People into the Picture	PA: Sports
17	May 20, 2017	Dana Harbor Ocean Institute Field Trip	
18	Jun 3, 2017	Culmination Day	

ALMA Staff: Laura Ponce, BS, Sabrina Lugo, BS, David Terrazas, BS, Diana Ponce
Faculty: Jose Rea, MA, Frank Zaldivar, PhD

**AGENDA ITEM BACKUP SHEET
November 15, 2016**

Board Meeting

TITLE: Approval of Agreement with Rebeca Juarez for Period of November 16, 2016 through June 1, 2017

ITEM: Consent

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

PREPARED BY: Charlotte S. Ervin, Coordinator, Head Start

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of an agreement with Rebeca Juarez on behalf of the Head Start Program for the period of November 16, 2016 through June 1, 2017. The consultant will provide complete mental health services to children and families at seven sites of the Head Start program.

ITEM SUMMARY:
<ul style="list-style-type: none"> • Agreement Starts: November 16, 2016 • Agreement Ends: June 1, 2017 • Mental health services and resources will be offered to 550 students and their parents • Head Start Sites: Broadway, Edison, Jackson, Kennedy, Mitchell, Monte Vista, and Roosevelt elementary schools

RATIONALE:

The Head Start Program must comply with the Federal Regulations, Performance Standards and 45 CFR 1304.24(vi) (2, 3). Agencies must secure the services of mental health professionals on a schedule of sufficient frequency to enable timely, effective identification and intervention in family and staff concerns about a child’s mental health.

Ms. Juarez is a licensed clinical social worker that will provide the following services to 550 children and families in the Head Start Program: onsite mental health consultation; observation and assessment of students; development of behavior intervention plans and strategies for assistance; consultation and guidance to parents and staff on mental health related issues. The participating school sites are Broadway, Edison, Jackson, Kennedy, Mitchell, Monte Vista, and Roosevelt elementary schools.

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

FUNDING:

Head Start Grant: \$9,900

RECOMMENDATION:

Approve the agreement with Rebeca Juarez for the period of November 16, 2016 through June 1, 2017.

DH:CO:mo

Independent Contractor Agreement

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRRICT,” and (**Rebeca Juarez, 14071 Peyton Drive #2873, Chino Hills, CA 91709**) 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:** Ms. Juarez is a licensed clinical social worker that will provide the following services to 550 children and families in the Head Start Program: onsite mental health consultation; observation and assessment of students; development of behavior intervention plans and strategies for assistance; consultation and guidance to parents and staff on mental health related issues. The participating school sites are Broadway, Edison, Jackson, Kennedy, Mitchell, Monte Vista and Roosevelt Head Start Programs.

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

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on **11/16/2016** and will diligently perform as required and complete performance by **6/1/2017**.

3. **Compensation:** DISTRRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **Nine Thousand Nine Hundred Dollars (\$9,900)**. DISTRRICT shall pay CONTRACTOR according to the following terms and

conditions:

4. **Expenses:** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: N/A.

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

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

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

7. **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:

**Rebecca Juarez
14071 Peyton Drive # 2873
Chino Hills, CA 91709**

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

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

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

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

a. Exhibit A – Scope of Work

THIS AGREEMENT IS ENTERED INTO THIS 16TH DAY OF NOVEMBER, 2016.

DISTRICT:

CONTRACTOR:

By: _____
Signature

By:  _____
Signature

Tina Douglas

Printed Name



Printed Name

Assistant Superintendent, Business
Services

Title

MENTAL HEALTH CONSULTANT
LICENSED CLINICAL SOCIAL WORKER

Title

11/15/2016

Board Approval Date

572 41 2161

Social Security or Taxpayer Identification

- * Risk Manager will review all insurance requirements for the District.
- * Criminal Record Check (Fingerprint), may be applicable.

Exhibit A
Scope of Work

- Classroom observations, interventions strategies and feedback that is measurable, observable and evidence based and supportive of each client/student's developmental stage towards increasing the student's overall socio-emotional functioning.
- Will provide individual observation of client/student as determined and referred by the classroom staff.
- Will provide culturally sensitive mental health consultation with the client/student's parents/guardians as needed.
- Will provide on-going communication, verbal and written reports to the classroom staff. Will provide trainings and presentations to the client's parents as needs are identified. Will participate in Head Start Program Team Management meeting.
- Will provide required PIR data for annual Head Start report.

AGENDA ITEM BACKUP SHEET
November 15, 2016

Board Meeting

TITLE: **Authorization to Amend the Agreement with Cumming Construction Management, Inc.**

ITEM: **Consent**

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

PREPARED BY: **Dale McCurry, Manger, Energy Services**

BACKGROUND INFORMATION:

The purpose of this agenda is to seek Board authorization to amend the agreement with Cumming Construction Management, Inc. (Cumming). On June 7, 2016, the Board approved the Cumming agreement in the amount of \$50,000. The original contract amount was to provide services for energy consulting support for Proposition 39.

RATIONALE:

The California Energy Commission issued a revision August 3, 2016 to the Prop. 39 (2012) program requiring all fourth and fifth year Energy Efficiency Plans to be submitted by fall 2017. The purpose of this amendment is to request approval to expand Cumming's energy construction planning and contract document services to include additional exterior lighting audits and design services.

ITEM SUMMARY:

- Amend agreement for additional services by Cumming Construction Management, Inc. (Cumming) to develop energy efficiency projects.
- Contract Term: November 16, 2016 to June 30, 2017
- Increase existing authorization from \$50,000 to \$120,000 due to state requirements to accelerate energy saving project submissions.

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

FUNDING:

Fund 01 – Prop 39 Funding: Increase existing authorization from \$50,000 to \$120,000.

RECOMMENDATION:

Authorization to amend the agreement with Cumming Construction Management, Inc.

Amendment # 1

Contract between Cumming Construction Management, Inc. and Santa Ana Unified School District for Facilities, original Board approval June 7, 2016, revised November 15, 2016.

This **AMENDMENT** is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “**DISTRICT**” and **Cumming Construction Management, Inc.** 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 6/7/2016 as follows:

1. **CONSULTANT:** Will perform an extended scope of work as original agreement.
2. **Term.** CONSULTANT shall commence providing services under this amended AGREEMENT on 11/16/2016 and will diligently perform as required and complete performance by 6/30/2017.
3. **Compensation.** DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AMENDED AGREEMENT a total fee not to exceed \$120,000.

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 **16th Day of November 2016.**

DISTRICT:

By:

Signature

Tina Douglas

Printed Name

Assistant Superintendent, Business
Services

Title

11/15/2016

Board Approval Date

CONSULTANT:

By:

Christine E. Marez

Signature

Christine E. Marez

Printed Name

Director of Energy

Title

Independent Consultant Agreement

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRRICT,” and (**Cumming, 523 W 6th Street Suite 1001, Los Angeles, CA 90014, 213-408-4518**) hereinafter referred to as “CONSULTANT.”

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, CONSULTANT 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 CONSULTANT:**

Exterior lighting auditing and design services for Proposition 39 program. Perform field exterior lighting audits, Lighting Audit reports for submission to the CEC, Meeting(s) with District to review lighting design, Lighting Design worksheets for inclusion in bid documents – scope of work, design specifications, cut sheets, and other related documents, Procurement support (i.e. mandatory bid walks, material submittal review)

Services shall be provided by (Cumming).

2. **Term:** CONSULTANT shall commence providing services under this AGREEMENT on 7/1/2016 and will diligently perform as required and complete performance by 06/30/2017.

3. **Compensation:** DISTRRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Fifty Thousand Dollars (\$50,000.00). DISTRRICT shall pay CONSULTANT according to the following terms and conditions: Will provide services for energy consulting support for Prop 39.

4. Expenses: DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT, except as follows: N/A.

5. Independent Consultant: CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent Consultant. CONSULTANT 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. CONSULTANT 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. CONSULTANT 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 CONSULTANT's employees.

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

8. Originality of Services: CONSULTANT 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 CONSULTANT and shall not be copied in whole or in part from any other source, except that submitted to CONSULTANT by DISTRICT as a basis for such services.

9. **Copyright/Trademark/Patent:** CONSULTANT 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. CONSULTANT consents to use of CONSULTANT'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:** CONSULTANT represents and warrants the following:

(a) **No Current or Prior Conflict of Interest.** That CONSULTANT 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, CONSULTANT 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 CONSULTANT's obligations under this AGREEMENT, then the DISTRICT may terminate the AGREEMENT immediately upon written notice to CONSULTANT; such termination of the AGREEMENT shall be effective upon the receipt of such notice by CONSULTANT.

11. **Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance

of services by CONSULTANT. Notice shall be deemed given when received by the CONSULTANT 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 CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged a bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONSULTANT'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 Consultant. 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 CONSULTANT. 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:** CONSULTANT 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 CONSULTANT or any person, firm or corporation employed by the CONSULTANT, 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 CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, 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, CONSULTANT 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 CONSULTANT and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONSULTANT 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 CONSULTANT, CONSULTANT 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. CONSULTANT agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

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. CONSULTANT 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 CONSULTANT, CONSULTANT's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

16. Permits/Licenses: CONSULTANT and all CONSULTANT'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: CONSULTANT, if an employee of another public agency, agrees that CONSULTANT 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: CONSULTANT 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 CONSULTANT 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

CONSULTANT:

Cumming
523 W. 6th Street Suite 1001
Los Angeles, CA 90014

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

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

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

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

- a. Exhibit A. – Proposal
- b. Exhibit B. – W-9
- c. Exhibit C. – Certificate of Liability Insurance

THIS AGREEMENT IS ENTERED INTO THIS 1ST DAY OF JULY, 2016.

DISTRICT:

CONSULTANT:

By: 
Signature

By: 
Signature

Tina Douglas
Printed Name

Christine E. Marez
Printed Name

Assistant Superintendent, Business
Services
Title

Director of Energy
Title

June 7, 2016
Board Approval Date

20-8782096
Social Security or Taxpayer Identification

- * Risk Manager should review all insurance requirements for the District.
- * Criminal Record Check (Fingerprint), may be applicable.

AGENDA ITEM BACKUP SHEET
November 15, 2016

Board Meeting

TITLE: Approval of Increase to Funding Amount for Consultant Agreement between Investigation Firm of Nicole Miller & Associates, Inc. and Human Resources Department

ITEM: Consent

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to increase the funding amount to compensate the investigation firm of Nicole Miller & Associates, Inc. for services rendered. The Board of Education previously approved the services of the investigation firm at its Board meeting on June 7, 2016. The term of this agreement is from July 1, 2016 through June 30, 2017.

RATIONALE:

Due to an increase of employee related investigations there is a need to increase the service agreement. The District had to use the Investigation Firm of Nicole Miller & Associates for additional Uniform Complaint Procedures (UCP) and for more investigations. Nicole Miller & Associates will continue to provide investigative services with regard to employee matters, DFEH Complaints, hostile work environment, and other HR matters of allegations.

FUNDING:

General Fund: Increase the amount for services from \$7,000 to \$10,000

RECOMMENDATION:

Approve the increase for the consultant agreement between the Investigation Firm of Nicole Miller & Associates, Inc. and the Human Resources Department.


MAM:nr:da

Amendment # 1

Contract between Nicole Miller & Associates, Inc. and Santa Ana USD for investigation services for Human Resources, original Board approval 6/7/2016, revised 11/15/2016

This **AMENDMENT** is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as "**DISTRICT**" and **Nicole Miller & Associates, Inc.** 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 6/7/2016 as follows:

1. **CONSULTANT:** Will continue to provide investigation services for Human Resources.
2. **Term.** **CONSULTANT** shall commence providing services under this amended **AGREEMENT** on 7/1/2016 and will diligently perform as required and complete performance by 6/30/2017.
3. **Compensation.** **DISTRICT** agrees to pay the **CONSULTANT** for services satisfactorily rendered pursuant to this **AMENDED AGREEMENT** at total fee not to exceed \$10,000.

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 16th Day of November 2016.

DISTRICT:

By: _____
Signature

Tina Douglas

Printed Name


Assistant Superintendent, Business
Services

Title

11/15/2016

Board Approval Date

CONSULTANT:

By: 
Signature

Nicole Miller

Printed Name

President / CEO

Title

Independent Contractor Agreement

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT,” and **Nicole Miller & Associates, Inc. 905 Calle Negocio, #74182, San Clemente, CA 92673 (949) 310-7645** 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:** Will provide investigative services with regard to employee matters, DFEH Complaints, hostile work environment, and other HR matters of allegations.

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

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on **July 1, 2016** and will diligently perform as required and complete performance by **June 30, 2017**.

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **Seven Thousand Dollars (\$7,000)**. DISTRICT shall pay CONTRACTOR according to the following terms and conditions: N/A.

4. **Expenses:** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: N/A.

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

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

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

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

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

CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

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

- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above,

sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

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

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

11. **Insurance:** Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of **ONE MILLION Dollars (\$1,000,000)** per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." No later than **TEN (10)** days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

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

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

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

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

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

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

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

DISTRICT:

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

CONTRACTOR:

**Nicole Miller & Associates
905 Calle Negocio, #74182
San Clemente, CA 92673**

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 1st DAY OF JULY, 2016.

DISTRICT:

CONTRACTOR:

By: 
Signature

By: 
Signature

Tina Douglas

Nicole Miller

Printed Name

Printed Name

Assistant Superintendent, Business Services

President CEO

Title

Title

June 7, 2016

46-2531296

Board Approval Date

Social Security or Taxpayer Identification

- * Risk Manager should review all insurance requirements for the District.
- * Criminal Record Check (Fingerprint), may be applicable.

AGENDA ITEM BACKUP SHEET
November 15, 2016

Board Meeting

TITLE: **Ratification of Purchase Order Summary and Listing of all Purchase Orders, for the Period of October 12, 2016 through October 25, 2016**

ITEM: **Consent**

SUBMITTED BY: **Tina Douglas, Assistant Superintendent, Business Services**

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

BACKGROUND INFORMATION:

Board Policy 3300 and Education Code 17604 specifically authorizes the Board to delegate signature authority on behalf of the District to the District Superintendent. Such delegation of signature authority serves to expedite the implementation of financial transactions or any other contract.

ITEM SUMMARY:

- Snapshot of purchase orders issued between October 12, 2016 through October 25, 2016
- Board Policy 3300
- Education Code 17604

RATIONALE:

The Purchase Order Summary consists of all orders created during the period of October 12, 2016 through October 25, 2016. A detailed listing is also included. Purchase orders for contracts over \$5,000 have been previously approved by the Board through individual agenda items.

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

FUNDING:

Not Applicable

RECOMMENDATION:

Ratify Purchase Order Summary and Listing of all Purchase Orders for the period of October 12, 2016 through October 25, 2016.



Santa Ana Unified School District

Stefanie P. Phillips, Ed.D., Superintendent

Date: October 26, 2016
To: Stefanie P. Phillips, Ed.D., Superintendent
From: Tina Douglas, Assistant Superintendent, Business Services
Subject: Purchase Order Summary: From 12-OCT-2016 through 25-OCT-2016

Fund 01	21st Century ASSETS (roll-up 4124)	\$ 479.85
Fund 01	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	\$ 2,039.37
Fund 01	AVID-OCDE Destination Graduation-High Schls	\$ 1,285.00
Fund 01	AVID-OCDE Destination Graduation-Interm Schs	\$ 725.00
Fund 01	Beginning Teacher-BTSA	\$ 866.67
Fund 01	California Career Pathways Trust	\$ 13,112.22
Fund 01	Communication Studies (Speech and Debate)	\$ 340.00
Fund 01	Donations (Miscellaneous)	\$ 1,438.29
Fund 01	Education Academy [0434] CHS	\$ 505.00
Fund 01	Fund 01 General Fund	\$ 36,322.50
Fund 01	Global Business Academy [0190] VHS	\$ 448.00
Fund 01	Head Start	\$ 752.00
Fund 01	High School Inc.	\$ 2,000.00
Fund 01	Homeless Children Education Grants	\$ 650.00
Fund 01	IASA: Title I Basic Grants Low-Income and Neglected, Part A	\$ 103,813.69
Fund 01	IASA: Title I Migrant Ed Regular Program	\$ 163.56
Fund 01	Kinder Readiness Program II	\$ 192.24
Fund 01	LCFF-Supplemental/Concentration	\$ 7,354.37
Fund 01	Lottery: Instructional Materials	\$ 3,792.73
Fund 01	Medi-Cal Billing Option	\$ 840.59
Fund 01	MediCal Administrative Activities (MAA)	\$ 97,615.00
Fund 01	NCLB: Title II, Part B, CA Mathematics and Science Partnerships (CaMSP)	\$ 1,187.79
Fund 01	NCLB: Title I, School Improvement Grant QEIA	\$ 14,249.72
Fund 01	NJROTC	\$ 650.00
Fund 01	One-Time Carryover Funds	\$ 55,215.00
Fund 01	One-Time Discretionary Funds	\$ 34,509.66
Fund 01	Ongoing & Major Maintenance Account	\$ 244,220.88
Fund 01	Pupil Transportation (7230/7240)	\$ 83.86
Fund 01	Saturday Attendance Recovery Program (WIN)	\$ 269,771.81

BOARD OF EDUCATION

John Palacio, President • Rob Richardson, Vice President
Valerie Amezcua, Clerk • José Alfredo Hernández, J.D., Member • Cecilia "Ceci" Iglesias, Member

Fund 01	Special Ed: Mental Health Services	\$ 1,176.00
Fund 01	Special Ed: Workability I LEA	\$ 21.32
Fund 01	Special Education	\$ 21,123.13
Fund 01	Title I, Core Set Aside	\$ 20,195.00
Fund 01	Title II-Part A Improving Teacher Quality	\$ 47,924.00
Fund 01	Title III Limited English Proficiency LEP Student Program	\$ 68,256.00
Fund 01	Title II-Part A Improving Teacher Quality	\$ 47,924.00
Fund 01	Title III Limited English Proficiency LEP Student Program	\$ 68,256.00
Fund 01	Unrestricted - Regional Occupational Center Program (ROC/P 6350)	\$ 25,486.51
Fund 01	Unrestricted Discretionary Accounts	\$ 375,691.95
Fund 01	Unrestricted One-time Funds	\$ -
Fund 01	Unrestricted-GATE (7140)	\$ 573.30
Grand Total:		\$ 1,455,072.01

Fund 09	Fund 09 Before and After School Learning & Safe Neighborhood Partnerships	\$ 251.41
Fund 09	Fund 09 One-Time Discretionary Funds	\$ 3,332.00
Grand Total:		\$ 3,583.41

Fund 12	Child Development: CA State Preschool Program	\$ 31,215.37
Grand Total:		\$ 31,215.37

Fund 13	Child Nutrition: School Programs	\$ 1,344,458.83
Grand Total:		\$ 1,344,458.83

Fund 14	Fund 14 Deferred Maintenance Fund	\$ 40,251.37
Grand Total:		\$ 40,251.37

Fund 25	Fund 25 Valley P2P	\$ 7,083.74
Fund 25	Fund 25 Walker/Roosevelt Joint Use	\$ 208.60
Fund 25	Fund 25 Capital Facilities Fund	\$ 23,175.00
Fund 25	Fund 25 City Santa Ana Redevelopment	\$ 1,495.00
Grand Total:		\$ 31,962.34

Fund 26	Fund 26 Measure G Bond Series B	\$ 16,634.83
Grand Total:		\$ 16,634.83

Fund 40	Emergency Repair Program-Williams Case	\$ 137,455.26
Fund 40	Fund 40 Valley Sports Complex	\$ 33,325.30
Fund 40	Fund 40 Special Reserve Fund	\$ 6,950.00
Grand Total:		\$ 177,730.56

Fund 49	Community Facilities District (2005 Central Park Project)	\$	4,471.82
		Grand Total:	\$ 4,471.82

Fund 56	QZAB Solar Energy (eff 2014-15)	\$	1,863,527.50
		Grand Total:	\$ 1,863,527.50

Fund 68	Fund 68 Workers' Compensation	\$	8,945.63
		Grand Total:	\$ 8,945.63

Fund 81	Fund 81 Property & Liability	\$	5,529.20
		Grand Total:	\$ 5,529.20

Prepared By: Jonathan Geiszler, Director, Purchasing and Stores

Fund 01

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
354252	12-Oct-2016	ROBERT GAUL dba BRANDU	21st Century ASSETS (roll-up 4124)	SADDLEBACK HIGH SCHOOL	\$ 479.85
354216	12-Oct-2016	ORIENTAL TRADING COMPANY, INC.	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 98.69
354417	18-Oct-2016	BARNES & NOBLE BOOKSELLERS, INC.	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	FRANKLIN ELEMENTARY SCHOOL	\$ 82.98
354584	21-Oct-2016	S & S WORLDWIDE, INC.	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 63.22
354618	24-Oct-2016	LAKESHORE LEARNING MATERIALS	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	DIAMOND ELEMENTARY SCHOOL	\$ 791.85
354620	24-Oct-2016	LAKESHORE LEARNING MATERIALS	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	MONROE ELEMENTARY SCHOOL	\$ 189.62
354627	24-Oct-2016	ORIENTAL MERCHANDISE COMPANY	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 185.35
354644	24-Oct-2016	OFFICE DEPOT	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 26.15
354651	24-Oct-2016	OFFICE DEPOT	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 5.02
354653	24-Oct-2016	OFFICE DEPOT	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	FRANKLIN ELEMENTARY SCHOOL	\$ 188.74
354680	25-Oct-2016	OFFICE DEPOT	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	FREMONT ELEMENTARY SCHOOL	\$ 59.06
354690	25-Oct-2016	OFFICE DEPOT	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	PIO-PICO ELEMENTARY SCHOOL	\$ 348.69
354514	19-Oct-2016	AVID CENTER	AVID-OCDE Destination Graduation-High Schools	CENTURY HIGH SCHOOL	\$ 485.00
354518	20-Oct-2016	LOS ANGELES COUNTY OFFICE OF EDUCATION	AVID-OCDE Destination Graduation-High Schools	CENTURY HIGH SCHOOL	\$ 800.00
354368	14-Oct-2016	AVID CENTER	AVID-OCDE Destination Graduation-Interm Schools	SPURGEON INTERMEDIATE SCHOOL	\$ 725.00
354226	12-Oct-2016	OFFICE DEPOT	Beginning Teacher-BTSA	STAFF DEVELOPMENT	\$ 866.67
354350	14-Oct-2016	GRAINGER	California Career Pathways Trust	REGIONAL OCCUPATIONAL PROGRAM	\$ 83.72
354443	18-Oct-2016	POCKET NURSE ENTERPRISES, INC.	California Career Pathways Trust	REGIONAL OCCUPATIONAL PROGRAM	\$ 10,630.50
354522	20-Oct-2016	KNOTTS BERRY FARM	California Career Pathways Trust	CENTURY HIGH SCHOOL	\$ 2,398.00
354458	18-Oct-2016	ABC UNIFIED SCHOOL DISTRICT	Communication Studies (Speech and Debate)	K-12 TEACHING AND LEARNING	\$ 340.00
354528	20-Oct-2016	MACRES FLORISTS	Donations (Miscellaneous)	WILLARD INTERMEDIATE SCHOOL	\$ 146.32
354606	21-Oct-2016	GOPHER	Donations (Miscellaneous)	MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 194.29
354622	24-Oct-2016	LAKESHORE LEARNING MATERIALS	Donations (Miscellaneous)	SADDLEBACK HIGH SCHOOL	\$ 46.10
354633	24-Oct-2016	OFFICE DEPOT	Donations (Miscellaneous)	SADDLEBACK HIGH SCHOOL	\$ 908.98
354700	25-Oct-2016	STAPLES BUSINESS ADVANTAGE	Donations (Miscellaneous)	SADDLEBACK HIGH SCHOOL	\$ 142.60
354478	19-Oct-2016	FIRST BOOK	Education Academy [0434] CHS	CENTURY HIGH SCHOOL	\$ 505.00
354209	12-Oct-2016	DD OFFICE PRODUCTS dba LIBERTY PAPER	Fund 01 General Fund	WAREHOUSE AND DELIVERY	\$ 21,246.62
354214	12-Oct-2016	ADVANTAGE WEST INVESTMENT ENTERPRISES, INC. dba ADVANTAGE	Fund 01 General Fund	WAREHOUSE AND DELIVERY	\$ 5,138.64
354224	12-Oct-2016	HENRY SCHEIN	Fund 01 General Fund	WAREHOUSE AND DELIVERY	\$ 457.28
354396	17-Oct-2016	KELLY PAPER COMPANY	Fund 01 General Fund	PUBLICATIONS	\$ 2,656.32
354487	19-Oct-2016	LIBERTY FLAGS, INC.	Fund 01 General Fund	WAREHOUSE AND DELIVERY	\$ 2,173.91
354490	19-Oct-2016	HENRY SCHEIN	Fund 01 General Fund	WAREHOUSE AND DELIVERY	\$ 250.66
354564	20-Oct-2016	MICRON GROUP, INC.	Fund 01 General Fund	PUBLICATIONS	\$ 2,500.00
354660	24-Oct-2016	KELLY PAPER COMPANY	Fund 01 General Fund	PUBLICATIONS	\$ 1,899.07
354281	13-Oct-2016	CALIFORNIA SCIENCE CENTER	Global Business Academy [0190] VHS	VALLEY HIGH SCHOOL	\$ 310.00

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
354282	13-0ct-2016	CALIFORNIA AFRICAN AMERICAN MUSEUM	Global Business Academy [0190] VHS	VALLEY HIGH SCHOOL	\$ 138.00
354483	19-0ct-2016	DESIGNING IMAGES GROUP	Head Start	CHILD DEVELOPMENT	\$ 752.00
354264	13-0ct-2016	MANUEL BOGSIAN dba MANUEL BOGSIAN ENP.	High School, Inc.	VALLEY HIGH SCHOOL	\$ 2,000.00
354288	13-0ct-2016	NAEHY	Homeless Children Education Grants	PUPIL SUPPORT SERVICES	\$ 650.00
354204	12-0ct-2016	ORIENTAL TRADING COMPANY, INC.	IASA: Title Basic Grants Low-Income and Neglected, Part A	GARFIELD ELEMENTARY SCHOOL	\$ 631.06
354205	12-0ct-2016	OFFICE DEPOT	IASA: Title Basic Grants Low-Income and Neglected, Part A	HENINGER ELEMENTARY SCHOOL	\$ 50.52
354206	12-0ct-2016	OFFICE DEPOT	IASA: Title Basic Grants Low-Income and Neglected, Part A	HENINGER ELEMENTARY SCHOOL	\$ 612.33
354215	12-0ct-2016	ORIENTAL TRADING COMPANY, INC.	IASA: Title Basic Grants Low-Income and Neglected, Part A	GARFIELD ELEMENTARY SCHOOL	\$ -
354267	13-0ct-2016	SOUTHWEST SCHOOL AND OFFICE SUPPLY	IASA: Title Basic Grants Low-Income and Neglected, Part A	JACKSON ELEMENTARY SCHOOL	\$ 218.29
354277	13-0ct-2016	CDW GOVERNMENT, INC.	IASA: Title Basic Grants Low-Income and Neglected, Part A	MARTIN ELEMENTARY SCHOOL	\$ 786.99
354289	13-0ct-2016	CALIFORNIA THEATRE CENTER	IASA: Title Basic Grants Low-Income and Neglected, Part A	ROOSEVELT ELEMENTARY SCHOOL	\$ 580.00
354313	13-0ct-2016	UNIVERSITY OF CALIFORNIA IRVINE	IASA: Title Basic Grants Low-Income and Neglected, Part A	VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 1,080.00
354328	13-0ct-2016	ROSETTA STONE, LTD.	IASA: Title Basic Grants Low-Income and Neglected, Part A	CARR INTERMEDIATE SCHOOL	\$ 5,560.00
354330	13-0ct-2016	LEXIA LEARNING SYSTEMS	IASA: Title Basic Grants Low-Income and Neglected, Part A	LINCOLN ELEMENTARY SCHOOL	\$ 1,400.00
354361	14-0ct-2016	LAKESHORE LEARNING MATERIALS	IASA: Title Basic Grants Low-Income and Neglected, Part A	HENINGER ELEMENTARY SCHOOL	\$ 1,220.94
354363	14-0ct-2016	LAKESHORE LEARNING MATERIALS	IASA: Title Basic Grants Low-Income and Neglected, Part A	GARFIELD ELEMENTARY SCHOOL	\$ 174.31
354388	17-0ct-2016	LA STARS, DEPARTMENT OF EDUCATION OCCIDENTAL COLLEGE	IASA: Title Basic Grants Low-Income and Neglected, Part A	SADDLEBACK HIGH SCHOOL	\$ 695.00
354391	17-0ct-2016	CDW GOVERNMENT, INC.	IASA: Title Basic Grants Low-Income and Neglected, Part A	KING ELEMENTARY SCHOOL	\$ 604.81
354394	17-0ct-2016	ORANGE COUNTY DEPARTMENT OF EDUCATION	IASA: Title Basic Grants Low-Income and Neglected, Part A	ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT	\$ 500.00
354397	17-0ct-2016	CSTA	IASA: Title Basic Grants Low-Income and Neglected, Part A	VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 79.00
354416	18-0ct-2016	PADRES UNIDOS dba PATRICIA HUERTA	IASA: Title Basic Grants Low-Income and Neglected, Part A	HENINGER ELEMENTARY SCHOOL	\$ 20,200.00
354447	18-0ct-2016	UCI	IASA: Title Basic Grants Low-Income and Neglected, Part A	FRANKLIN ELEMENTARY SCHOOL	\$ 270.00
354453	18-0ct-2016	OFFICE DEPOT	IASA: Title Basic Grants Low-Income and Neglected, Part A	MCFADDEN INTERMEDIATE SCHOOL	\$ 566.28
354465	18-0ct-2016	CALIFORNIA MATH COUNCIL SOUTH	IASA: Title Basic Grants Low-Income and Neglected, Part A	CENTURY HIGH SCHOOL	\$ 1,100.00
354466	18-0ct-2016	PADRES UNIDOS dba PATRICIA HUERTA	IASA: Title Basic Grants Low-Income and Neglected, Part A	HARVEY ELEMENTARY SCHOOL	\$ 13,400.00
354484	19-0ct-2016	OFFICE DEPOT	IASA: Title Basic Grants Low-Income and Neglected, Part A	FRANKLIN ELEMENTARY SCHOOL	\$ 560.34
354517	20-0ct-2016	SOUTHERN CALIFORNIA UNIVERSITY OF HEALTH SCIENCES	IASA: Title Basic Grants Low-Income and Neglected, Part A	LORIN GRISET ACADEMY	\$ 460.00
354529	20-0ct-2016	CMC-SOUTH	IASA: Title Basic Grants Low-Income and Neglected, Part A	SANTA ANA HIGH SCHOOL	\$ 735.00
354530	20-0ct-2016	ALAN POLLACK	IASA: Title Basic Grants Low-Income and Neglected, Part A	SANTA ANA HIGH SCHOOL	\$ 866.16
354535	20-0ct-2016	CAROLINA BIOLOGICAL SUPPLY COMPANY	IASA: Title Basic Grants Low-Income and Neglected, Part A	SADDLEBACK HIGH SCHOOL	\$ 1,740.98
354537	20-0ct-2016	GOVCONNECTION	IASA: Title Basic Grants Low-Income and Neglected, Part A	JACKSON ELEMENTARY SCHOOL	\$ 1,639.44
354562	20-0ct-2016	EDCLUB, INC.	IASA: Title Basic Grants Low-Income and Neglected, Part A	MUIR FUNDAMENTAL ELEMENTARY SCHOOL	\$ 1,540.50
354566	20-0ct-2016	MUSIC THEATRE INTERNATIONAL	IASA: Title Basic Grants Low-Income and Neglected, Part A	SANTIAGO ELEMENTARY SCHOOL	\$ 590.00
354585	21-0ct-2016	UZBL, LLC dba UZBL	IASA: Title Basic Grants Low-Income and Neglected, Part A	MUIR FUNDAMENTAL ELEMENTARY SCHOOL	\$ 216.00
354587	21-0ct-2016	VOYAGER SOPRIS LEARNING, INC.	IASA: Title Basic Grants Low-Income and Neglected, Part A	SANTIAGO ELEMENTARY SCHOOL	\$ 1,439.14
354591	21-0ct-2016	APPLE, INC.	IASA: Title Basic Grants Low-Income and Neglected, Part A	MUIR FUNDAMENTAL ELEMENTARY SCHOOL	\$ 4,071.60
354597	21-0ct-2016	FOLLETT SCHOOL SOLUTIONS, INC.	IASA: Title Basic Grants Low-Income and Neglected, Part A	SADDLEBACK HIGH SCHOOL	\$ 2,604.96
354601	21-0ct-2016	CENTER FOR THE COLLABORATIVE CLASSROOM	IASA: Title Basic Grants Low-Income and Neglected, Part A	MARTIN ELEMENTARY SCHOOL	\$ 5,289.60
354605	21-0ct-2016	SCHOOL SPECIALTY/CLASSROOM DIRECT	IASA: Title Basic Grants Low-Income and Neglected, Part A	ESQUEDA ELEMENTARY SCHOOL	\$ 1,046.30
354608	21-0ct-2016	GOPHER	IASA: Title Basic Grants Low-Income and Neglected, Part A	MADISON ELEMENTARY SCHOOL	\$ 677.97
354609	21-0ct-2016	CDW GOVERNMENT, INC.	IASA: Title Basic Grants Low-Income and Neglected, Part A	KENNEDY ELEMENTARY SCHOOL	\$ 1,279.80
354624	24-0ct-2016	ORIENTAL TRADING COMPANY, INC.	IASA: Title Basic Grants Low-Income and Neglected, Part A	WASHINGTON ELEMENTARY SCHOOL	\$ 26.98

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
354628	24-Oct-2016	ORIENTAL TRADING COMPANY, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MADISON ELEMENTARY SCHOOL	\$ 1,495.56
354647	24-Oct-2016	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SANTIAGO ELEMENTARY SCHOOL	\$ 177.88
354661	25-Oct-2016	OneOC	IASA: Title I Basic Grants Low-Income and Neglected, Part A	JACKSON ELEMENTARY SCHOOL	\$ 5,500.00
354663	25-Oct-2016	OneOC	IASA: Title I Basic Grants Low-Income and Neglected, Part A	THORPE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 2,750.00
354665	25-Oct-2016	OneOC	IASA: Title I Basic Grants Low-Income and Neglected, Part A	WALKER ELEMENTARY SCHOOL	\$ 5,500.00
354668	25-Oct-2016	ROCHESTER 100, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SEPUVEDA ELEMENTARY SCHOOL	\$ 270.00
354670	25-Oct-2016	JENNIFER RICHTER	IASA: Title I Basic Grants Low-Income and Neglected, Part A	WILSON ELEMENTARY SCHOOL	\$ 10,800.00
354679	25-Oct-2016	ORANGE COUNTY COASTKEEPER	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CHAVEZ CONTINUATION HIGH SCHOOL	\$ 690.00
354682	25-Oct-2016	SCHOLASTIC, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SPURGEON INTERMEDIATE SCHOOL	\$ 377.93
354683	25-Oct-2016	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	FREMONT ELEMENTARY SCHOOL	\$ 910.90
354685	25-Oct-2016	BARNES & NOBLE BOOKSELLERS, INC.	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SADDLEBACK HIGH SCHOOL	\$ 622.08
354686	25-Oct-2016	OFFICE DEPOT	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CHAVEZ CONTINUATION HIGH SCHOOL	\$ 107.93
354694	25-Oct-2016	STAPLES BUSINESS ADVANTAGE	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CHAVEZ CONTINUATION HIGH SCHOOL	\$ 97.11
354619	24-Oct-2016	LAKESHORE LEARNING MATERIALS	IASA: Title I Migrant Ed Regular Program	CARVER ELEMENTARY SCHOOL	\$ 163.56
354474	18-Oct-2016	ULINE SHIPPING SUPPLIES	Kinder Readiness Program II	MIGRANT EDUCATION	\$ 192.24
354474	18-Oct-2016	ULINE SHIPPING SUPPLIES	Kinder Readiness Program II	EARLY CHILDHOOD EDUCATION	\$ -
354233	12-Oct-2016	4IMPRIINT, INC.	LCFF-Supplemental/Concentration	EDUCATIONAL SERVICES DIVISION	\$ 536.53
354295	13-Oct-2016	MACMILLAN HOLDINGS, LLC dba MPS	LCFF-Supplemental/Concentration	EDUCATIONAL SERVICES DIVISION	\$ 3,295.55
354570	20-Oct-2016	DIGITAL NETWORKS GROUP, INC.	LCFF-Supplemental/Concentration	FACILITIES/GOVERNMENTAL RELATIONS	\$ 3,173.54
354674	25-Oct-2016	OFFICE DEPOT	LCFF-Supplemental/Concentration	ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT	\$ 348.75
354461	18-Oct-2016	EVERBIND BOOKS	Lottery: Instructional Materials	STATE TEXTBOOKS	\$ 3,127.45
354593	21-Oct-2016	FOLLETT SCHOOL SOLUTIONS, INC.	Lottery: Instructional Materials	STATE TEXTBOOKS	\$ 341.28
354689	25-Oct-2016	FOLLETT SCHOOL SOLUTIONS, INC.	Lottery: Instructional Materials	STATE TEXTBOOKS	\$ 324.00
354259	12-Oct-2016	PARADIGM HEALTHCARE SERVICES, LLC	Medi-Cal Administrative Activities (MAA)	PUPIL SUPPORT SERVICES	\$ 97,615.00
354463	18-Oct-2016	SUPER DUPER PUBLICATIONS	Medi-Cal Billing Option	SPEECH & LANGUAGE	\$ 210.72
354464	18-Oct-2016	SUPER DUPER PUBLICATIONS	Medi-Cal Billing Option	SPEECH & LANGUAGE	\$ 388.50
354481	19-Oct-2016	SUPER DUPER PUBLICATIONS	Medi-Cal Billing Option	SPEECH & LANGUAGE	\$ 241.37
354218	12-Oct-2016	OFFICE DEPOT	NCLB: Title II, Part B, CA Mathematics and Science Partnerships (CaMSP)	K-12 TEACHING AND LEARNING	\$ 25.40
354219	12-Oct-2016	OFFICE DEPOT	NCLB: Title II, Part B, CA Mathematics and Science Partnerships (CaMSP)	K-12 TEACHING AND LEARNING	\$ 506.25
354220	12-Oct-2016	OFFICE DEPOT	NCLB: Title II, Part B, CA Mathematics and Science Partnerships (CaMSP)	K-12 TEACHING AND LEARNING	\$ 45.30
354588	21-Oct-2016	OFFICE DEPOT	NCLB: Title II, Part B, CA Mathematics and Science Partnerships (CaMSP)	K-12 TEACHING AND LEARNING	\$ 610.84
354308	13-Oct-2016	AVID CENTER	NCLB: Title I, School Improvement Grant QEIA	VALLEY HIGH SCHOOL	\$ 2,225.00
354348	14-Oct-2016	SEAPORT HOTEL, LP	NCLB: Title I, School Improvement Grant QEIA	VALLEY HIGH SCHOOL	\$ 2,972.72
354456	18-Oct-2016	AMERICAN COUNCIL ON THE TEACHING OF FOREIGN LANGUAGES	NCLB: Title I, School Improvement Grant QEIA	VALLEY HIGH SCHOOL	\$ 1,106.00
354516	20-Oct-2016	HANN MANUFACTURING, INC.	NCLB: Title I, School Improvement Grant QEIA	VALLEY HIGH SCHOOL	\$ 7,636.00
354524	20-Oct-2016	CATESOL	NCLB: Title I, School Improvement Grant QEIA	VALLEY HIGH SCHOOL	\$ 310.00
354472	18-Oct-2016	LA HABRA HIGH SCHOOL	NJROTC	SANTA ANA HIGH SCHOOL	\$ 300.00
354473	18-Oct-2016	RAMONA HIGH SCHOOL NJROTC	NJROTC	SANTA ANA HIGH SCHOOL	\$ 350.00
354258	12-Oct-2016	STANBURY UNIFORMS, INC.	One-Time Carryover Funds	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 55,215.00
354321	13-Oct-2016	EXPLORELEARNING, LLC	One-Time Discretionary Funds	THORPE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 3,395.00

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
354353	14-Oct-2016	LAKESHORE LEARNING MATERIALS	One-Time Discretionary Funds	MUJR FUNDAMENTAL ELEMENTARY SCHOOL	\$ 311.82
354380	17-Oct-2016	GROSH SCENIC RENTALS, INC.	One-Time Discretionary Funds	EDUCATIONAL SERVICES DIVISION	\$ 4,412.09
354387	17-Oct-2016	GBC	One-Time Discretionary Funds	WILSON ELEMENTARY SCHOOL	\$ 2,094.53
354467	18-Oct-2016	WARE GROUP	One-Time Discretionary Funds	SANTIAGO ELEMENTARY SCHOOL	\$ 13,190.40
354479	19-Oct-2016	MARSALA EILERS, LLC dba EM-BEE IDEAS	One-Time Discretionary Funds	EDUCATIONAL SERVICES DIVISION	\$ 1,856.52
354482	19-Oct-2016	NASCO MODESTO dba A DIVISION OF THE ARISTOTLE CORPORATION	One-Time Discretionary Funds	MCFADDEN INTERMEDIATE SCHOOL	\$ 643.59
354560	20-Oct-2016	OneOC	One-Time Discretionary Funds	MONROE ELEMENTARY SCHOOL	\$ 5,500.00
354629	24-Oct-2016	ROBERT GAUL dba BRANDU	One-Time Discretionary Funds	SADDLEBACK HIGH SCHOOL	\$ 3,105.71
354192	12-Oct-2016	WEX BANK, dba WRIGHT EXPRESS FSC	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 7,479.95
354230	12-Oct-2016	RYAN ELECTRIC, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 5,000.00
354240	12-Oct-2016	FERGUSON ENTERPRISES, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 5,890.00
354242	12-Oct-2016	JOHNSTONE SUPPLY	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 1,670.39
354243	12-Oct-2016	GOLD COAST FENCE, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 3,775.00
354245	12-Oct-2016	NEW HORIZONS CONTRACTING, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 3,250.00
354246	12-Oct-2016	WATERLINE TECHNOLOGIES	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 1,676.60
354247	12-Oct-2016	PROFESSIONAL PLUMBING & DRAIN CLEANING, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 2,125.00
354248	12-Oct-2016	FERGUSON ENTERPRISES, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 7,688.00
354249	12-Oct-2016	WEST COAST FIRE & INTEGRATION, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 1,783.35
354250	12-Oct-2016	GH20, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 1,350.00
354287	13-Oct-2016	MIKE J. MANCE dba STEAMX, LLC	Ongoing & Major Maintenance Account	TRANSPORTATION DEPARTMENT	\$ 128.52
354303	13-Oct-2016	WESTERN ILLUMINATED PLASTICS, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 142.24
354343	14-Oct-2016	INTERIOR MANAGEMENT, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 849.00
354351	14-Oct-2016	GRAINGER	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 1,034.42
354367	14-Oct-2016	GRAINGER	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 4,321.38
354367	14-Oct-2016	GRAINGER	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 5,851.18
354371	14-Oct-2016	GUARANTY CHEVROLET	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 57,683.34
354392	17-Oct-2016	HI SOLUTIONS, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 1,000.00
354399	17-Oct-2016	WEATHERITE CORPORATION	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 14,800.00
354403	17-Oct-2016	WALTERS WHOLESALE ELECTRIC	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 731.59
354409	17-Oct-2016	BSN SPORTS	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 3,495.96
354433	18-Oct-2016	MODULAR A/C SYSTEMS, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 7,344.00
354439	18-Oct-2016	HEAT TRANSFER SOLUTIONS, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ -
354440	18-Oct-2016	INTERIOR MANAGEMENT, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 3,954.23
354485	19-Oct-2016	GRAINGER	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 644.68
354493	19-Oct-2016	GOLD COAST FENCE, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 4,510.00
354494	19-Oct-2016	GILBERT & STEARNS, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 3,190.00
354495	19-Oct-2016	RC MASONRY	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 850.00
354496	19-Oct-2016	A&W ELECTRIC MOTORS, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 680.40
354497	19-Oct-2016	JOHNSTONE SUPPLY	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 2,735.08
354498	19-Oct-2016	THOMPSON ENGINEERING	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 980.00
354499	19-Oct-2016	5 STAR WHOLESALE ELECTRIC SUPPLY & LIGHTING	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 842.34
354500	19-Oct-2016	WESTERN ILLUMINATED PLASTICS, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 4,146.64

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
354501	19-Oct-2016	WALTERS WHOLESAL ELECTRIC	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 2,721.60
354502	19-Oct-2016	WESTERN ILLUMINATED PLASTICS, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$
354503	19-Oct-2016	GST, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 648.06
354543	20-Oct-2016	ORANGE COUNTY MONSTERCARTS, INC.	Ongoing & Major Maintenance Account	TRANSPORTATION DEPARTMENT	\$ 241.70
354579	21-Oct-2016	WEATHERPROOFING TECHNOLOGIES, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 740.00
354602	21-Oct-2016	WALTERS WHOLESAL ELECTRIC	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 2,020.37
354611	24-Oct-2016	RITEWAY AUTO PAINT & BODYWORKS	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 2,497.50
354613	24-Oct-2016	INTERCOM CLOCKS & SIGNAL SERVICE	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 2,186.46
354615	24-Oct-2016	A 1 FENCE COMPANY, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 2,960.73
354616	24-Oct-2016	WALTERS WHOLESAL ELECTRIC	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 2,193.08
354617	24-Oct-2016	WALTERS WHOLESAL ELECTRIC	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 1,671.84
354632	24-Oct-2016	WALTERS WHOLESAL ELECTRIC	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 2,780.01
354636	24-Oct-2016	SPORTS FACILITIES GROUP, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 13,985.00
354637	24-Oct-2016	SONIC SYSTEMS	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 2,320.01
354639	24-Oct-2016	INTERCOM CLOCKS & SIGNAL SERVICE	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 1,067.81
354649	24-Oct-2016	PROFESSIONAL PLUMBING & DRAIN CLEANING, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 4,250.00
354650	24-Oct-2016	NEW HORIZONS CONTRACTING, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 2,400.00
354655	24-Oct-2016	RITEWAY AUTO PAINT & BODYWORKS	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 2,980.80
354656	24-Oct-2016	PROFESSIONAL PLUMBING & DRAIN CLEANING, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 995.00
354691	25-Oct-2016	RC MASONRY	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 4,950.00
354695	25-Oct-2016	OFFICE DEPOT	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 2,382.62
354696	25-Oct-2016	WEST COAST FIRE & INTEGRATION, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 7,000.00
354697	25-Oct-2016	RC MASONRY	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 2,475.00
354704	25-Oct-2016	GOLD COAST FENCE, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 12,670.00
354705	25-Oct-2016	GOLD COAST FENCE, INC.	Ongoing & Major Maintenance Account	BUILDING SERVICES	\$ 4,480.00
354677	25-Oct-2016	OFFICE DEPOT	Pupil Transportation (7230/7240)	TRANSPORTATION DEPARTMENT	\$ 83.86
354257	12-Oct-2016	EDUCATIONAL CONSULTING SERVICES, INC.	Saturday Attendance Recovery Program (WIN)	SCHOOL CLIMATE	\$ 250,000.00
354326	13-Oct-2016	APPLE, INC.	Saturday Attendance Recovery Program (WIN)	LINCOLN ELEMENTARY SCHOOL	\$ 550.80
354344	14-Oct-2016	CUSTOMINK, LLC dba CUSTOMINK	Saturday Attendance Recovery Program (WIN)	MADISON ELEMENTARY SCHOOL	\$ 2,723.63
354412	17-Oct-2016	STAGE ACCENTS	Saturday Attendance Recovery Program (WIN)	SANTA ANA HIGH SCHOOL	\$ 4,320.00
354413	17-Oct-2016	DISCOUNT DANCE SUPPLY	Saturday Attendance Recovery Program (WIN)	SANTA ANA HIGH SCHOOL	\$ 700.00
354432	18-Oct-2016	BLICK ART MATERIALS dba DICK BLICK COMPANY	Saturday Attendance Recovery Program (WIN)	SANTA ANA HIGH SCHOOL	\$ 1,979.15
354462	18-Oct-2016	NASCO MODESTO dba A DIVISION OF THE ARISTOTLE CORPORATION	Saturday Attendance Recovery Program (WIN)	SANTA ANA HIGH SCHOOL	\$ 517.54
354468	18-Oct-2016	RICHARD CENTER dba FORMAL MAGIC	Saturday Attendance Recovery Program (WIN)	SANTA ANA HIGH SCHOOL	\$ 3,300.00
354491	19-Oct-2016	BLICK ART MATERIALS dba DICK BLICK COMPANY	Saturday Attendance Recovery Program (WIN)	SANTA ANA HIGH SCHOOL	\$ 2,841.99
354492	19-Oct-2016	BLICK ART MATERIALS dba DICK BLICK COMPANY	Saturday Attendance Recovery Program (WIN)	SANTA ANA HIGH SCHOOL	\$ 2,838.70
354304	13-Oct-2016	KNOTTS BERRY FARM	Special Ed: Mental Health Services	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 1,176.00
354285	13-Oct-2016	THE BADGE COMPANY	Special Ed: Workability I LEA	TRANSITION PROGRAMS	\$ 21.32
354197	12-Oct-2016	CURRICULUM ASSOCIATES, LLC	Special Education	SPECIAL EDUCATION	\$ 1,647.76
354200	12-Oct-2016	OFFICE DEPOT	Special Education	SPECIAL EDUCATION	\$ 209.98
354213	12-Oct-2016	OFFICE DEPOT	Special Education	CENTURY HIGH SCHOOL	\$ 167.38
354222	12-Oct-2016	OFFICE DEPOT	Special Education	SPECIAL EDUCATION	\$ 376.39

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
354223	12-0-ct-2016	OFFICE DEPOT	Special Education	JACKSON ELEMENTARY SCHOOL	\$ 162.94
354251	12-0-ct-2016	ENABLING DEVICES, INC.	Special Education	SPECIAL EDUCATION	\$ 712.65
354278	13-0-ct-2016	VOYAGER SOPRIS LEARNING, INC.	Special Education	MARTIN ELEMENTARY SCHOOL	\$ 216.17
354292	13-0-ct-2016	REMEDIA PUBLICATIONS	Special Education	MARTIN ELEMENTARY SCHOOL	\$ 180.06
354297	13-0-ct-2016	SCHOLASTIC, INC.	Special Education	JACKSON ELEMENTARY SCHOOL	\$ 125.96
354307	13-0-ct-2016	LAKESHORE LEARNING MATERIALS	Special Education	MARTIN ELEMENTARY SCHOOL	\$ 82.06
354309	13-0-ct-2016	SADDLEBACK EDUCATIONAL PUBLISHING, INC.	Special Education	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 296.17
354311	13-0-ct-2016	LAKESHORE LEARNING MATERIALS	Special Education	CENTURY HIGH SCHOOL	\$ 44.10
354332	13-0-ct-2016	WAXIE SANITARY SUPPLY	Special Education	SPECIAL EDUCATION	\$ 725.76
354335	14-0-ct-2016	EAI	Special Education	MARTIN ELEMENTARY SCHOOL	\$ 127.93
354355	14-0-ct-2016	LAKESHORE LEARNING MATERIALS	Special Education	LOWELL ELEMENTARY SCHOOL	\$ 321.55
354356	14-0-ct-2016	SCHOOL SPECIALTY/CLASSROOM DIRECT	Special Education	SPECIAL EDUCATION	\$ 253.32
354357	14-0-ct-2016	SCHOOL SPECIALTY/CLASSROOM DIRECT	Special Education	SPECIAL EDUCATION	\$ 178.06
354360	14-0-ct-2016	LAKESHORE LEARNING MATERIALS	Special Education	TAFT ELEMENTARY SCHOOL	\$ 358.07
354381	17-0-ct-2016	OFFICE DEPOT	Special Education	SPECIAL EDUCATION	\$ 255.31
354386	17-0-ct-2016	SCHOOL HEALTH CORPORATION	Special Education	SPECIAL EDUCATION	\$ 142.08
354444	18-0-ct-2016	GOPHER	Special Education	PSYCHOLOGICAL SERVICES/APE	\$ 263.66
354446	18-0-ct-2016	GOPHER	Special Education	PSYCHOLOGICAL SERVICES/APE	\$ 208.77
354448	18-0-ct-2016	GOPHER	Special Education	PSYCHOLOGICAL SERVICES/APE	\$ 208.47
354449	18-0-ct-2016	GOPHER	Special Education	PSYCHOLOGICAL SERVICES/APE	\$ 292.73
354455	18-0-ct-2016	OFFICE DEPOT	Special Education	SPEECH & LANGUAGE	\$ 31.61
354457	18-0-ct-2016	OFFICE DEPOT	Special Education	SPEECH & LANGUAGE	\$ 130.56
354464	18-0-ct-2016	SUPER DUPER PUBLICATIONS	Special Education	SPEECH & LANGUAGE	\$ 144.70
354476	19-0-ct-2016	STAPLES BUSINESS ADVANTAGE	Special Education	SPEECH & LANGUAGE	\$ 59.81
354512	19-0-ct-2016	SCHOLASTIC, INC.	Special Education	MELENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 189.42
354578	21-0-ct-2016	WESTERN PSYCHOLOGICAL SERVICES	Special Education	SPEECH & LANGUAGE	\$ 56.16
354581	21-0-ct-2016	CURRICULUM ASSOCIATES, LLC	Special Education	SPECIAL EDUCATION	\$ 10,783.71
354586	21-0-ct-2016	PEARSON ASSESSMENTS	Special Education	SPEECH & LANGUAGE	\$ 136.08
354590	21-0-ct-2016	PEARSON ASSESSMENTS	Special Education	SPEECH & LANGUAGE	\$ 419.52
354592	21-0-ct-2016	PEARSON ASSESSMENTS	Special Education	SPEECH & LANGUAGE	\$ 342.30
354595	21-0-ct-2016	LAKESHORE LEARNING MATERIALS	Special Education	SIERRA PREPARATORY ACADEMY	\$ 116.91
354596	21-0-ct-2016	PRO-ED	Special Education	SPEECH & LANGUAGE	\$ 579.27
354635	24-0-ct-2016	NASCO MODESTO dba A DIVISION OF THE ARISTOTLE CORPORATION	Special Education	MARTIN ELEMENTARY SCHOOL	\$ 61.41
354646	24-0-ct-2016	OFFICE DEPOT	Special Education	TAFT ELEMENTARY SCHOOL	\$ 112.28
354657	24-0-ct-2016	VENTURA COUNTY OFFICE OF EDUCATION	Special Education	SPECIAL EDUCATION	\$ 300.00
354687	25-0-ct-2016	EPS/SCHOOL SPECIALTY LITERACY AND INTERVENTION	Special Education	MARTIN ELEMENTARY SCHOOL	\$ 102.06
354194	12-0-ct-2016	WLC, LLC dba THE LEARNING TOGETHER COMPANY	Title I, Core Set Aside	STUDENT ACHIEVEMENT	\$ 20,195.00
354523	20-0-ct-2016	ROSETTA STONE, LTD.	Title III Limited English Proficiency LEP Student Program	ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT	\$ 68,256.00
354306	13-0-ct-2016	UC REGENTS	Title II-Part A Improving Teacher Quality	STAFF DEVELOPMENT	\$ 250.00
354314	13-0-ct-2016	HOPE INTERNATIONAL UNIVERSITY	Title II-Part A Improving Teacher Quality	NONPUBLIC SCHOOLS	\$ 3,430.00
354315	13-0-ct-2016	KAITILIN JANES	Title II-Part A Improving Teacher Quality	NONPUBLIC SCHOOLS	\$ 3,960.00
354317	13-0-ct-2016	TEACHERS COLLEGE, COLUMBIA UNIVERSITY	Title II-Part A Improving Teacher Quality	NONPUBLIC SCHOOLS	\$ 650.00

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
354323	13-0-ct-2016	TEACHERS COLLEGE, COLUMBIA UNIVERSITY	Title II-Part A Improving Teacher Quality	NONPUBLIC SCHOOLS	\$ 1,300.00
354329	13-0-ct-2016	IBPA CONFERENCE	Title II-Part A Improving Teacher Quality	NONPUBLIC SCHOOLS	\$ 870.00
354345	14-0-ct-2016	CAEA	Title II-Part A Improving Teacher Quality	NONPUBLIC SCHOOLS	\$ 198.00
354382	17-0-ct-2016	DBQ COMPANY	Title II-Part A Improving Teacher Quality	STAFF DEVELOPMENT	\$ 15,000.00
354504	19-0-ct-2016	TAYLOR COOPER	Title II-Part A Improving Teacher Quality	NONPUBLIC SCHOOLS	\$ 3,000.00
354507	19-0-ct-2016	CUE, INC.	Title II-Part A Improving Teacher Quality	NONPUBLIC SCHOOLS	\$ 891.00
354508	19-0-ct-2016	BUREAU OF EDUCATION & RESEARCH	Title II-Part A Improving Teacher Quality	NONPUBLIC SCHOOLS	\$ 3,375.00
354658	24-0-ct-2016	ENID MARTINEZ dba EM LITERACY, LLC	Title II-Part A Improving Teacher Quality	NONPUBLIC SCHOOLS	\$ 15,000.00
354192	12-0-ct-2016	WEX BANK, dba WRIGHT EXPRESS FSC	Unrestricted - Regional Occupational Center Program (ROC/P	REGIONAL OCCUPATIONAL PROGRAM	\$ 53.62
354232	12-0-ct-2016	PROJECT LEAD THE WAY, INC.	Unrestricted - Regional Occupational Center Program (ROC/P	REGIONAL OCCUPATIONAL PROGRAM	\$ 453.60
354241	12-0-ct-2016	NCS PEARSON, INC. dba CERTIPORT	Unrestricted - Regional Occupational Center Program (ROC/P	REGIONAL OCCUPATIONAL PROGRAM	\$ 5,940.00
354336	14-0-ct-2016	PEARSON ED, INC.	Unrestricted - Regional Occupational Center Program (ROC/P	REGIONAL OCCUPATIONAL PROGRAM	\$ 339.29
354505	19-0-ct-2016	PLAYERS CHOICE	Unrestricted - Regional Occupational Center Program (ROC/P	REGIONAL OCCUPATIONAL PROGRAM	\$ 1,000.00
354510	19-0-ct-2016	VITAL LINK ORANGE COUNTY	Unrestricted - Regional Occupational Center Program (ROC/P	REGIONAL OCCUPATIONAL PROGRAM	\$ 8,100.00
354519	20-0-ct-2016	PROJECT LEAD THE WAY, INC.	Unrestricted - Regional Occupational Center Program (ROC/P	REGIONAL OCCUPATIONAL PROGRAM	\$ 750.00
354520	20-0-ct-2016	PROJECT LEAD THE WAY, INC.	Unrestricted - Regional Occupational Center Program (ROC/P	REGIONAL OCCUPATIONAL PROGRAM	\$ 750.00
354558	20-0-ct-2016	VITAL LINK ORANGE COUNTY	Unrestricted - Regional Occupational Center Program (ROC/P	REGIONAL OCCUPATIONAL PROGRAM	\$ 8,100.00
354192	12-0-ct-2016	WEX BANK, dba WRIGHT EXPRESS FSC	Unrestricted Discretionary Accounts	FACILITIES/GOVERNMENTAL RELATIONS	\$ 222.07
354192	12-0-ct-2016	WEX BANK, dba WRIGHT EXPRESS FSC	Unrestricted Discretionary Accounts	PURCHASING DEPARTMENT	\$ 356.49
354192	12-0-ct-2016	WEX BANK, dba WRIGHT EXPRESS FSC	Unrestricted Discretionary Accounts	SCHOOL POLICE SERVICES	\$ 4,572.38
354192	12-0-ct-2016	WEX BANK, dba WRIGHT EXPRESS FSC	Unrestricted Discretionary Accounts	TECHNOLOGY INNOVATION SERVICES	\$ 512.45
354192	12-0-ct-2016	WEX BANK, dba WRIGHT EXPRESS FSC	Unrestricted Discretionary Accounts	WAREHOUSE AND DELIVERY	\$ 1,541.68
354193	12-0-ct-2016	NASCO MODESTO dba A DIVISION OF THE ARISTOTLE CORPORATION	Unrestricted Discretionary Accounts	MEENZ FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 346.03
354195	12-0-ct-2016	NASCO MODESTO dba A DIVISION OF THE ARISTOTLE CORPORATION	Unrestricted Discretionary Accounts	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 3,915.43
354196	12-0-ct-2016	SPORTS PAGE SOCCER WAREHOUSE	Unrestricted Discretionary Accounts	SEGERSTROM HIGH SCHOOL	\$ 925.54
354198	12-0-ct-2016	MICHELE OROZCO 1	Unrestricted Discretionary Accounts	SPURGEON INTERMEDIATE SCHOOL	\$ 75.00
354199	12-0-ct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	KENNEDY ELEMENTARY SCHOOL	\$ 140.38
354201	12-0-ct-2016	BLICK ART MATERIALS dba DICK BLICK COMPANY	Unrestricted Discretionary Accounts	SEGERSTROM HIGH SCHOOL	\$ 522.53
354202	12-0-ct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	LOWELL ELEMENTARY SCHOOL	\$ 124.20
354203	12-0-ct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 177.90
354207	12-0-ct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 200.45
354210	12-0-ct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	WALKER ELEMENTARY SCHOOL	\$ 37.84
354211	12-0-ct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	SADDLEBACK HIGH SCHOOL	\$ 147.37
354212	12-0-ct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	\$ 560.12
354217	12-0-ct-2016	CULVER NEWLIN, INC.	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	\$ 1,762.99
354221	12-0-ct-2016	SUBLIME PROMOTIONS, LLC dba BUYSHADE.COM	Unrestricted Discretionary Accounts	PUPIL SUPPORT SERVICES	\$ 412.56
354225	12-0-ct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	\$ 394.17
354227	12-0-ct-2016	BLICK ART MATERIALS dba DICK BLICK COMPANY	Unrestricted Discretionary Accounts	MEENZ FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 283.41
354228	12-0-ct-2016	STORAGECONTAINER.COM	Unrestricted Discretionary Accounts	MEENZ FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 4,752.00
354231	12-0-ct-2016	PRB CONSTRUCTION	Unrestricted Discretionary Accounts	MEENZ FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 11,250.00
354233	12-0-ct-2016	4IMPRINT, INC.	Unrestricted Discretionary Accounts	EDUCATIONAL SERVICES DIVISION	\$ 21.81
354233	12-0-ct-2016	4IMPRINT, INC.	Unrestricted Discretionary Accounts	K-12 SCHOOL PERFORMANCE AND CULTURE	\$ 406.42

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
354233	12-0-ct-2016	4IMPRIINT, INC.	Unrestricted Discretionary Accounts	K-12 TEACHING AND LEARNING	\$ 279.17
354234	12-0-ct-2016	SAMYS CAMERA	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	\$ 5,131.62
354244	12-0-ct-2016	GOPHER	Unrestricted Discretionary Accounts	JEFFERSON ELEMENTARY SCHOOL	\$ 2,525.75
354253	12-0-ct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 21.55
354254	12-0-ct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 364.43
354256	12-0-ct-2016	MOBILE ED PRODUCTIONS, INC.	Unrestricted Discretionary Accounts	WALKER ELEMENTARY SCHOOL	\$ 695.00
354260	13-0-ct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	EMPLOYEE BENEFITS ADMINISTRATION	\$ 275.09
354261	13-0-ct-2016	UC REGENTS	Unrestricted Discretionary Accounts	HENINGER ELEMENTARY SCHOOL	\$ 375.00
354262	13-0-ct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	HEALTH/HOME-HOSPITAL INSTR	\$ 642.28
354263	13-0-ct-2016	DINUBA WRESTLING	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 400.00
354265	13-0-ct-2016	VALLEY AQUATICS	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 425.00
354266	13-0-ct-2016	ASSOCIATION FOR UNMANNED VEHICLE SYSTEMS INTERNATIONAL	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 986.74
354268	13-0-ct-2016	BUREAU OF EDUCATION & RESEARCH	Unrestricted Discretionary Accounts	MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 245.00
354269	13-0-ct-2016	FOUNTAIN VALLEY HIGH SCHOOL	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 400.00
354270	13-0-ct-2016	SERVITE WRESTLING	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 450.00
354271	13-0-ct-2016	TUSTIN HIGH SCHOOL WRESTLING	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 300.00
354272	13-0-ct-2016	LAGUNA HILLS HIGH SCHOOL	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 250.00
354273	13-0-ct-2016	VILLA PARK HIGH SCHOOL	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 250.00
354274	13-0-ct-2016	IRVINE HIGH SCHOOL	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 200.00
354275	13-0-ct-2016	ULINE SHIPPING SUPPLIES	Unrestricted Discretionary Accounts	SADDLEBACK HIGH SCHOOL	\$ 1,001.48
354279	13-0-ct-2016	NEW ENGLAND FLAG AND BANNER, INC.	Unrestricted Discretionary Accounts	SEGERSTROM HIGH SCHOOL	\$ 1,591.92
354280	13-0-ct-2016	AIM LANGUAGE LEARNING, INC.	Unrestricted Discretionary Accounts	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 1,303.93
354283	13-0-ct-2016	ORANGE COUNTY REGISTER	Unrestricted Discretionary Accounts	COMMUNICATIONS OFFICE	\$ 800.00
354284	13-0-ct-2016	PERFECTION LEARNING	Unrestricted Discretionary Accounts	SADDLEBACK HIGH SCHOOL	\$ 56.00
354286	13-0-ct-2016	MUSIC AND ARTS	Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	\$ 511.24
354290	13-0-ct-2016	VISION MARKING DEVICES	Unrestricted Discretionary Accounts	HEALTH/HOME-HOSPITAL INSTR	\$ 32.10
354291	13-0-ct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 11.79
354293	13-0-ct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	EDUCATIONAL SERVICES DIVISION	\$ 595.07
354294	13-0-ct-2016	SKILLPATH SEMINAR	Unrestricted Discretionary Accounts	PAYROLL DEPARTMENT	\$ 199.00
354296	13-0-ct-2016	DECKER, INC. dba DECKER EQUIPMENT/SCHOOL FIX	Unrestricted Discretionary Accounts	MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 174.72
354301	13-0-ct-2016	BSN SPORTS	Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	\$ 3,396.38
354302	13-0-ct-2016	LIBERTY FLAGS, INC.	Unrestricted Discretionary Accounts	MCFADDEN INTERMEDIATE SCHOOL	\$ 1,950.48
354305	13-0-ct-2016	ULINE SHIPPING SUPPLIES	Unrestricted Discretionary Accounts	WILLARD INTERMEDIATE SCHOOL	\$ 374.19
354316	13-0-ct-2016	DONOVAN GOLF COURSES MGMT dba WILLOWICK GOLF COURSE	Unrestricted Discretionary Accounts	SADDLEBACK HIGH SCHOOL	\$ 500.00
354318	13-0-ct-2016	SOUTHWEST SCHOOL AND OFFICE SUPPLY	Unrestricted Discretionary Accounts	TAFT ELEMENTARY SCHOOL	\$ 1,374.54
354319	13-0-ct-2016	CSTA	Unrestricted Discretionary Accounts	CARR INTERMEDIATE SCHOOL	\$ 414.00
354320	13-0-ct-2016	EDUCATE 360, LLC. dba PROJECT MANAGEMENT ACADEMY	Unrestricted Discretionary Accounts	TECHNOLOGY INNOVATION SERVICES	\$ 7,975.00
354322	13-0-ct-2016	SOUTHWEST SCHOOL AND OFFICE SUPPLY	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 205.20
354325	13-0-ct-2016	CDW GOVERNMENT, INC.	Unrestricted Discretionary Accounts	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 257.90
354327	13-0-ct-2016	CORONA CLAY COMPANY	Unrestricted Discretionary Accounts	BUILDING SERVICES	\$ 1,107.00
354331	13-0-ct-2016	ASSET GENIE, INC. dba AG PARTS WORLDWIDE	Unrestricted Discretionary Accounts	JEFFERSON ELEMENTARY SCHOOL	\$ 904.50
354337	14-0-ct-2016	MARKERBOARD PEOPLE	Unrestricted Discretionary Accounts	DAVIS ELEMENTARY SCHOOL	\$ 110.36

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
354338	14-Oct-2016	DECKER, INC. dba DECKER EQUIPMENT/SCHOOL FIX	Unrestricted Discretionary Accounts	LATHROP INTERMEDIATE SCHOOL	\$ 426.15
354339	14-Oct-2016	GARDEN GROVE HIGH SCHOOL	Unrestricted Discretionary Accounts	SEGERSTROM HIGH SCHOOL	\$ 450.00
354340	14-Oct-2016	CORONA DEL MAR HIGH SCHOOL	Unrestricted Discretionary Accounts	SEGERSTROM HIGH SCHOOL	\$ 475.00
354341	14-Oct-2016	CENTURY HIGH SCHOOL	Unrestricted Discretionary Accounts	SEGERSTROM HIGH SCHOOL	\$ 475.00
354342	14-Oct-2016	FOOTHILL HIGH SCHOOL	Unrestricted Discretionary Accounts	SEGERSTROM HIGH SCHOOL	\$ 500.00
354346	14-Oct-2016	ADVANTAGE WEST INVESTMENT ENTERPRISES, INC. dba ADVANTAGE	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	\$ 448.81
354347	14-Oct-2016	ULINE SHIPPING SUPPLIES	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	\$ 161.83
354349	14-Oct-2016	SOUTHWEST SCHOOL AND OFFICE SUPPLY	Unrestricted Discretionary Accounts	HENINGER ELEMENTARY SCHOOL	\$ 83.46
354352	14-Oct-2016	ASSOCIATION OF CALIFORNIA SCHOOL ADMINISTRATORS	Unrestricted Discretionary Accounts	HUMAN RESOURCES DIVISION	\$ 360.00
354354	14-Oct-2016	LAKESHORE LEARNING MATERIALS	Unrestricted Discretionary Accounts	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 168.70
354366	14-Oct-2016	NATIONAL HONOR SOCIETY NASSP	Unrestricted Discretionary Accounts	SADDLEBACK HIGH SCHOOL	\$ 385.00
354369	14-Oct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 226.56
354373	14-Oct-2016	GRAINGER	Unrestricted Discretionary Accounts	CHAVEZ CONTINUATION HIGH SCHOOL	\$ 718.78
354374	14-Oct-2016	AT&T DATACOMM, INC. dba AT&T DATACOMM	Unrestricted Discretionary Accounts	DISTRICT-WIDE	\$ 13,226.74
354375	14-Oct-2016	AT&T DATACOMM, INC. dba AT&T DATACOMM	Unrestricted Discretionary Accounts	DISTRICT-WIDE	\$ 7,768.86
354377	14-Oct-2016	AT&T DATACOMM, INC. dba AT&T DATACOMM	Unrestricted Discretionary Accounts	DISTRICT-WIDE	\$ 17,563.46
354379	17-Oct-2016	MEDCO SUPPLY COMPANY, INC.	Unrestricted Discretionary Accounts	TAFT ELEMENTARY SCHOOL	\$ 16.17
354383	17-Oct-2016	NEWMARK LEARNING, LLC	Unrestricted Discretionary Accounts	WAREHOUSE AND DELIVERY	\$ 52.90
354384	17-Oct-2016	BARNES & NOBLE BOOKSELLERS, INC.	Unrestricted Discretionary Accounts	WILLARD INTERMEDIATE SCHOOL	\$ 1,500.00
354385	17-Oct-2016	MOORE MEDICAL, LLC	Unrestricted Discretionary Accounts	SCHOOL POLICE SERVICES	\$ 408.56
354389	17-Oct-2016	AREY JONES EDUCATIONAL SOLUTIONS	Unrestricted Discretionary Accounts	ACCOUNTING DEPARTMENT	\$ 976.43
354389	17-Oct-2016	AREY JONES EDUCATIONAL SOLUTIONS	Unrestricted Discretionary Accounts	ACCOUNTING DEPARTMENT	\$ 22.57
354390	17-Oct-2016	BEST BUY	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 329.27
354398	17-Oct-2016	NO EXCUSES UNIVERSITY	Unrestricted Discretionary Accounts	KING ELEMENTARY SCHOOL	\$ 129.00
354400	17-Oct-2016	VARIDESK, LLC	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 194.40
354401	17-Oct-2016	CLOVIS HIGH SCHOOL	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 480.00
354402	17-Oct-2016	FOOTHILL HIGH SCHOOL	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 500.00
354404	17-Oct-2016	LAKEWOOD HIGH SCHOOL	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 175.00
354405	17-Oct-2016	VALENCIA HIGH SCHOOL	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 100.00
354407	17-Oct-2016	BIRMINGHAM COMMUNITY CHARTER HIGH SCHOOL	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 300.00
354408	17-Oct-2016	HENRY SCHEIN, INC.	Unrestricted Discretionary Accounts	ESQUEDA ELEMENTARY SCHOOL	\$ 34.83
354411	17-Oct-2016	NEWPORT HARBOR GIRLS SOCCER BOOSTER CLUB	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 525.00
354414	18-Oct-2016	PADRES UNIDOS dba PATRICIA HUERTA	Unrestricted Discretionary Accounts	ADAMS ELEMENTARY SCHOOL	\$ 8,800.00
354415	18-Oct-2016	MELISSA WEIDNER	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	\$ 1,033.00
354418	18-Oct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	RESEARCH AND EVALUATION	\$ 180.75
354419	18-Oct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	\$ 94.35
354420	18-Oct-2016	PADRES UNIDOS dba PATRICIA HUERTA	Unrestricted Discretionary Accounts	GARFIELD ELEMENTARY SCHOOL	\$ 16,000.00
354421	18-Oct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	\$ 298.02
354422	18-Oct-2016	CONSTANT CONTACT, INC.	Unrestricted Discretionary Accounts	COMMUNICATIONS OFFICE	\$ 966.00
354423	18-Oct-2016	THE BANK OF NEW YORK MELLON TRUST COMPANY N.A.	Unrestricted Discretionary Accounts	DISTRICT-WIDE	\$ 2,332.00
354424	18-Oct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 16.19
354425	18-Oct-2016	ULINE SHIPPING SUPPLIES	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	\$ 317.85

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
354426	18-Oct-2016	FLINN SCIENTIFIC, INC.	Unrestricted Discretionary Accounts	SADDLEBACK HIGH SCHOOL	\$ 958.39
354427	18-Oct-2016	ORANGE COUNTY SANITATION DISTRICT	Unrestricted Discretionary Accounts	DISTRICT-WIDE	\$ 127,500.00
354428	18-Oct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 108.22
354429	18-Oct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 30.22
354430	18-Oct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 168.05
354431	18-Oct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 16.19
354434	18-Oct-2016	GRAINGER	Unrestricted Discretionary Accounts	SCHOOL POLICE SERVICES	\$ 321.41
354435	18-Oct-2016	GRAINGER	Unrestricted Discretionary Accounts	SCHOOL POLICE SERVICES	\$ 1,079.46
354436	18-Oct-2016	GRAINGER	Unrestricted Discretionary Accounts	SCHOOL POLICE SERVICES	\$ 878.69
354437	18-Oct-2016	GRAINGER	Unrestricted Discretionary Accounts	SCHOOL POLICE SERVICES	\$ 137.85
354438	18-Oct-2016	GRAINGER	Unrestricted Discretionary Accounts	SCHOOL POLICE SERVICES	\$ 842.18
354441	18-Oct-2016	BSN SPORTS	Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	\$ 1,624.91
354442	18-Oct-2016	BSN SPORTS	Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	\$ 1,824.58
354450	18-Oct-2016	SADDLEBACK UNIFIED SCHOOL DISTRICT dba TRABUCO HILLS HIGH	Unrestricted Discretionary Accounts	SEGERSTROM HIGH SCHOOL	\$ 800.00
354451	18-Oct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	ESQUEDA ELEMENTARY SCHOOL	\$ 116.70
354452	18-Oct-2016	SAVANNA SOFTBALL BOOSTERS	Unrestricted Discretionary Accounts	SEGERSTROM HIGH SCHOOL	\$ 395.00
354453	18-Oct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	MCFADDEN INTERMEDIATE SCHOOL	\$ 344.67
354454	18-Oct-2016	NO EXCLUDES UNIVERSITY	Unrestricted Discretionary Accounts	KING ELEMENTARY SCHOOL	\$ 1,100.00
354467	18-Oct-2016	WARE GROUP	Unrestricted Discretionary Accounts	SANTIAGO ELEMENTARY SCHOOL	\$ 1,759.60
354469	18-Oct-2016	ASSET GENIE, INC. dba AG PARTS WORLDWIDE	Unrestricted Discretionary Accounts	SPURGEON INTERMEDIATE SCHOOL	\$ 885.00
354470	18-Oct-2016	L&N COSTUME SERVICE	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 534.00
354471	18-Oct-2016	GRAINGER	Unrestricted Discretionary Accounts	ESQUEDA ELEMENTARY SCHOOL	\$ 69.23
354488	19-Oct-2016	FEDERAL EXPRESS CORPORATION	Unrestricted Discretionary Accounts	RESEARCH AND EVALUATION	\$ 250.00
354489	19-Oct-2016	VISION MARKING DEVICES	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	\$ 30.94
354506	19-Oct-2016	ORANGE COUNTY DEPARTMENT OF EDUCATION	Unrestricted Discretionary Accounts	MIDDLE COLLEGE HIGH SCHOOL	\$ 175.00
354511	19-Oct-2016	SCHOLASTIC, INC.	Unrestricted Discretionary Accounts	LINCOLN ELEMENTARY SCHOOL	\$ 182.89
354513	19-Oct-2016	DORIAN BUSINESS SYSTEMS, INC.	Unrestricted Discretionary Accounts	SPECIAL PROJECTS/WEELLNESS	\$ 75.00
354521	20-Oct-2016	ORANGE COUNTY CUE	Unrestricted Discretionary Accounts	MIDDLE COLLEGE HIGH SCHOOL	\$ 55.00
354525	20-Oct-2016	OC IMPRINTS	Unrestricted Discretionary Accounts	SIERRA PREPARATORY ACADEMY	\$ 897.99
354526	20-Oct-2016	COMPLETE BUSINESS SYSTEMS	Unrestricted Discretionary Accounts	PUBLICATIONS	\$ 1,000.00
354531	20-Oct-2016	TED MORENO dba JESUSMYROCK.COM	Unrestricted Discretionary Accounts	CHAVEZ CONTINUATION HIGH SCHOOL	\$ 449.86
354532	20-Oct-2016	WARD'S NATURAL SCIENCE	Unrestricted Discretionary Accounts	VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 98.44
354533	20-Oct-2016	SCHOLASTIC, INC.	Unrestricted Discretionary Accounts	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 76.89
354534	20-Oct-2016	ZUMA OFFICE SUPPLY	Unrestricted Discretionary Accounts	MONTE VISTA ELEMENTARY SCHOOL	\$ 891.00
354536	20-Oct-2016	SCHOOL OUTFITTERS, LLC	Unrestricted Discretionary Accounts	THORPE FUNDAMENTAL ELEMENTARY SCHOOL	\$ 515.62
354538	20-Oct-2016	OCEAN VIEW HIGH SCHOOL	Unrestricted Discretionary Accounts	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 450.00
354539	20-Oct-2016	WESTERN HIGH SCHOOL	Unrestricted Discretionary Accounts	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 460.00
354540	20-Oct-2016	CENTURY HIGH SCHOOL	Unrestricted Discretionary Accounts	SADDLEBACK HIGH SCHOOL	\$ 475.00
354541	20-Oct-2016	SADDLEBACK UNIFIED SCHOOL DISTRICT dba TRABUCO HILLS HIGH	Unrestricted Discretionary Accounts	SADDLEBACK HIGH SCHOOL	\$ 400.00
354542	20-Oct-2016	ORANGE COUNTY DEPARTMENT OF EDUCATION	Unrestricted Discretionary Accounts	SADDLEBACK HIGH SCHOOL	\$ 75.00
354544	20-Oct-2016	EDISON HIGH SCHOOL	Unrestricted Discretionary Accounts	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 350.00
354545	20-Oct-2016	SPORT ENDEAVORS, INC. dba EUROSPORT, dba SOCCER.COM, dba	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 2,003.54

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
354546	20-0-ct-2016	SANTA ANA WRESTLING	Unrestricted Discretionary Accounts	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 400.00
354547	20-0-ct-2016	R.P.P. GROUP INC dba SUBWAY 36125	Unrestricted Discretionary Accounts	MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 356.00
354548	20-0-ct-2016	MARIA LUZ SANTOS ALBENO dba FIX IT 4 LESS GOLF CARS	Unrestricted Discretionary Accounts	MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	\$ 1,000.00
354549	20-0-ct-2016	VARSITY NEWS NETWORK, INC.	Unrestricted Discretionary Accounts	SADLEBACK HIGH SCHOOL	\$ 648.00
354550	20-0-ct-2016	CALIFORNIA COALITION OF EARLY & MIDDLE COLLEGES	Unrestricted Discretionary Accounts	MIDDLE COLLEGE HIGH SCHOOL	\$ 300.00
354551	20-0-ct-2016	BOLSA CHICA CONSERVANCY	Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	\$ 400.00
354552	20-0-ct-2016	HENRY SCHEIN, INC.	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	\$ 2,700.00
354553	20-0-ct-2016	DONNA C. HEINEL dba CLEAR THE CLEARINGHOUSE	Unrestricted Discretionary Accounts	SEGERSTROM HIGH SCHOOL	\$ 300.00
354554	20-0-ct-2016	EDUCATION TECHNOLOGY AND LIFE CORPORATION dba ED TECH TEAM,	Unrestricted Discretionary Accounts	SEGERSTROM HIGH SCHOOL	\$ 329.00
354555	20-0-ct-2016	CALIFORNIA MATHEMATICS COUNCIL-SOUTH	Unrestricted Discretionary Accounts	SEGERSTROM HIGH SCHOOL	\$ 245.00
354556	20-0-ct-2016	UC REGENTS	Unrestricted Discretionary Accounts	SEGERSTROM HIGH SCHOOL	\$ 300.00
354557	20-0-ct-2016	UC REGENTS	Unrestricted Discretionary Accounts	SEGERSTROM HIGH SCHOOL	\$ 125.00
354559	20-0-ct-2016	ORANGE COUNTY DEPARTMENT OF EDUCATION	Unrestricted Discretionary Accounts	MIDDLE COLLEGE HIGH SCHOOL	\$ 1,700.00
354563	20-0-ct-2016	CRUCIAL POWER PRODUCTS	Unrestricted Discretionary Accounts	TELEVISION CENTER	\$ 129.58
354567	20-0-ct-2016	HUGHES & ASSOCIATES, INC.	Unrestricted Discretionary Accounts	CARR INTERMEDIATE SCHOOL	\$ 2,850.00
354573	20-0-ct-2016	ORANGE COUNTY TAX COLLECTOR	Unrestricted Discretionary Accounts	DISTRICT-WIDE	\$ 17,219.28
354580	21-0-ct-2016	SCHOOL NURSE SUPPLY, INC.	Unrestricted Discretionary Accounts	SEGERSTROM HIGH SCHOOL	\$ 29.16
354582	21-0-ct-2016	VISION MARKING DEVICES	Unrestricted Discretionary Accounts	EDISON ELEMENTARY SCHOOL	\$ 66.74
354583	21-0-ct-2016	FLINN SCIENTIFIC, INC.	Unrestricted Discretionary Accounts	SIERRA PREPARATORY ACADEMY	\$ 333.79
354594	21-0-ct-2016	LINTOR MAKE-A-BOOK, INC.	Unrestricted Discretionary Accounts	MARTIN ELEMENTARY SCHOOL	\$ 291.60
354598	21-0-ct-2016	MUSICIAN'S FRIEND, INC.	Unrestricted Discretionary Accounts	SEGERSTROM HIGH SCHOOL	\$ 3,013.47
354600	21-0-ct-2016	B AND M LAWN AND GARDEN CENTER	Unrestricted Discretionary Accounts	BUILDING SERVICES	\$ 2,065.28
354603	21-0-ct-2016	APPLE, INC.	Unrestricted Discretionary Accounts	K-12 TEACHING AND LEARNING	\$ 7,125.84
354607	21-0-ct-2016	GOPHER	Unrestricted Discretionary Accounts	ESQUEDA ELEMENTARY SCHOOL	\$ 438.37
354610	21-0-ct-2016	TED MORENO dba JESUSMYROCK.COM	Unrestricted Discretionary Accounts	CHAVEZ CONTINUATION HIGH SCHOOL	\$ 567.00
354623	24-0-ct-2016	ORIENTAL TRADING COMPANY, INC.	Unrestricted Discretionary Accounts	ROOSEVELT ELEMENTARY SCHOOL	\$ 23.75
354625	24-0-ct-2016	ORIENTAL TRADING COMPANY, INC.	Unrestricted Discretionary Accounts	LOWELL ELEMENTARY SCHOOL	\$ 32.38
354630	24-0-ct-2016	NATIONAL SPORTS APPAREL, LLC	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	\$ 3,531.75
354631	24-0-ct-2016	BIO CORPORATION dba BIO COMPANY, INC.	Unrestricted Discretionary Accounts	SIERRA PREPARATORY ACADEMY	\$ 217.02
354634	24-0-ct-2016	UNITED WATER WORKS, INC.	Unrestricted Discretionary Accounts	BUILDING SERVICES	\$ 452.88
354640	24-0-ct-2016	STAPLES BUSINESS ADVANTAGE	Unrestricted Discretionary Accounts	FACILITIES/GOVERNMENTAL RELATIONS	\$ 53.96
354642	24-0-ct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	JACKSON ELEMENTARY SCHOOL	\$ 147.37
354643	24-0-ct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	ADAMS ELEMENTARY SCHOOL	\$ 220.97
354645	24-0-ct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	MUIR FUNDAMENTAL ELEMENTARY SCHOOL	\$ 280.25
354648	24-0-ct-2016	SOLOMON MUTH	Unrestricted Discretionary Accounts	WILLARD INTERMEDIATE SCHOOL	\$ 892.50
354652	24-0-ct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	HENINGER ELEMENTARY SCHOOL	\$ 104.17
354654	24-0-ct-2016	ZEPHYR TURFCARE EQUIPMENT	Unrestricted Discretionary Accounts	BUILDING SERVICES	\$ 315.00
354659	24-0-ct-2016	CALIFORNIA SCHOOL BOARDS ASSOCIATION	Unrestricted Discretionary Accounts	SUPERINTENDENT'S OFFICE	\$ 804.00
354664	25-0-ct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	ROOSEVELT ELEMENTARY SCHOOL	\$ 36.31
354666	25-0-ct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	MUIR FUNDAMENTAL ELEMENTARY SCHOOL	\$ 73.13
354669	25-0-ct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	K-12 TEACHING AND LEARNING	\$ 85.31
354672	25-0-ct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	WALKER ELEMENTARY SCHOOL	\$ 35.30

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
354673	25-Oct-2016	BSN SPORTS	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	\$ 12,000.00
354675	25-Oct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	K-12 TEACHING AND LEARNING	\$ 116.58
354681	25-Oct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	SUPERINTENDENT'S OFFICE	\$ 331.67
354684	25-Oct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	JEFFERSON ELEMENTARY SCHOOL	\$ 465.98
354686	25-Oct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	CHAVEZ CONTINUATION HIGH SCHOOL	\$ 136.07
354688	25-Oct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	ADAMS ELEMENTARY SCHOOL	\$ 452.23
354692	25-Oct-2016	ZEPHYR TURFCARE EQUIPMENT	Unrestricted Discretionary Accounts	BUILDING SERVICES	\$ 1,055.70
354693	25-Oct-2016	OFFICE DEPOT	Unrestricted Discretionary Accounts	WASHINGTON ELEMENTARY SCHOOL	\$ 12.09
354698	25-Oct-2016	DOOLEY ENTERPRISES	Unrestricted Discretionary Accounts	SCHOOL POLICE SERVICES	\$ 6,300.00
354699	25-Oct-2016	INTERLINE BRANDS, INC. dba SUPPLYWORKS	Unrestricted Discretionary Accounts	BUILDING SERVICES	\$ 1,670.87
354702	25-Oct-2016	TELESTREAM HOLDINGS CORPORATION dba TELESTREAM, LLC	Unrestricted Discretionary Accounts	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$ 445.50
354706	25-Oct-2016	GRAINGER	Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL	\$ 114.29
354208	12-Oct-2016	SOUTH COAST LOGISTICS	Unrestricted One-time Funds	FACILITIES/GOVERNMENTAL RELATIONS	\$ -
354671	25-Oct-2016	OFFICE DEPOT	Unrestricted-GATE (7140)	K-12 TEACHING AND LEARNING	\$ 573.30
Grand Total:					\$ 1,455,072.01

Fund 09

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
354614	24-Oct-2016	GILBERT & STEARNS, INC.	Fund 09 One-Time Discretionary Funds	ADVANCED LEARNING ACADEMY	\$ 3,332.00
354626	24-Oct-2016	LAKESHORE LEARNING MATERIALS	Fund 09 Before and After School Learning & Safe Neighborhood	ADVANCED LEARNING ACADEMY	\$ 226.46
354641	24-Oct-2016	OFFICE DEPOT	Fund 09 Before and After School Learning & Safe Neighborhood	ADVANCED LEARNING ACADEMY	\$ 24.95
Grand Total:					\$ 3,583.41

Fund 12

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
354298	13-Oct-2016	STAPLES BUSINESS ADVANTAGE	Child Development: CA State Preschool Program	EARLY CHILDHOOD EDUCATION	\$ -
354299	13-Oct-2016	STAPLES BUSINESS ADVANTAGE	Child Development: CA State Preschool Program	EARLY CHILDHOOD EDUCATION	\$ 89.92
354300	13-Oct-2016	STAPLES BUSINESS ADVANTAGE	Child Development: CA State Preschool Program	EARLY CHILDHOOD EDUCATION	\$ 1,786.35
354364	14-Oct-2016	LAKESHORE LEARNING MATERIALS	Child Development: CA State Preschool Program	EARLY CHILDHOOD EDUCATION	\$ 2,433.94
354370	14-Oct-2016	LAKESHORE LEARNING MATERIALS	Child Development: CA State Preschool Program	EARLY CHILDHOOD EDUCATION	\$ 8,545.10
354445	18-Oct-2016	LAKESHORE LEARNING MATERIALS	Child Development: CA State Preschool Program	EARLY CHILDHOOD EDUCATION	\$ 9,319.52
354459	18-Oct-2016	LAKESHORE LEARNING MATERIALS	Child Development: CA State Preschool Program	EARLY CHILDHOOD EDUCATION	\$ 1,715.21
354460	18-Oct-2016	LAKESHORE LEARNING MATERIALS	Child Development: CA State Preschool Program	EARLY CHILDHOOD EDUCATION	\$ 7,101.80
354475	19-Oct-2016	STAPLES BUSINESS ADVANTAGE	Child Development: CA State Preschool Program	EARLY CHILDHOOD EDUCATION	\$ 223.53
Grand Total:					\$ 31,215.37

Fund 13

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
354192	12-0ct-2016	WEX BANK, dba WRIGHT EXPRESS FSC	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 2,712.88
354235	12-0ct-2016	ACTION SALES	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 2,785.84
354236	12-0ct-2016	G A SYSTEMS	Child Nutrition: School Programs	LATHROP INTERMEDIATE SCHOOL	\$ 6,286.90
354236	12-0ct-2016	G A SYSTEMS	Child Nutrition: School Programs	LATHROP INTERMEDIATE SCHOOL	\$ 100.00
354237	12-0ct-2016	CHEFS' TOYS	Child Nutrition: School Programs	CENTURY HIGH SCHOOL	\$ 1,817.42
354238	12-0ct-2016	CHEFS' TOYS	Child Nutrition: School Programs	SEGERSTROM HIGH SCHOOL	\$ 4,545.33
354239	12-0ct-2016	STRATEGIC EQUIPMENT, INC.	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 2,547.20
354276	13-0ct-2016	ULINE SHIPPING SUPPLIES	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 691.52
354312	13-0ct-2016	SCHOOL OUTFITTERS, LLC	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 888.03
354324	13-0ct-2016	GRAINGER	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 889.09
354358	14-0ct-2016	REFRIGERATION CONTROL CO., INC.	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 1,595.00
354365	14-0ct-2016	CHEFS' TOYS	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 6,674.40
354393	17-0ct-2016	CHEFS' TOYS	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 657.50
354395	17-0ct-2016	NEW HAVEN MOVING EQUIPMENT	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 1,077.30
354406	17-0ct-2016	DRIFTWOOD DAIRY	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 1,300,000.00
354410	17-0ct-2016	WALTERS WHOLESALE ELECTRIC	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 596.63
354477	19-0ct-2016	GRAINGER	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 2,487.93
354480	19-0ct-2016	ULINE SHIPPING SUPPLIES	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 72.36
354612	24-0ct-2016	CALIFORNIA INDUSTRIAL	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 5,800.00
354676	25-0ct-2016	OFFICE DEPOT	Child Nutrition: School Programs	NUTRITION SERVICES	\$ 2,233.50
Grand Total:					\$ 1,344,458.83

Fund 14

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
354359	14-0ct-2016	KRUEGER INTERNATIONAL, INC. dba KI, INC.	Fund 14 Deferred Maintenance Fund	DISTRICT-WIDE	\$ 361.58
354589	21-0ct-2016	INTERIOR MANAGEMENT, INC.	Fund 14 Deferred Maintenance Fund	BUILDING SERVICES	\$ 4,718.00
354678	25-0ct-2016	ELMCO DUDDY	Fund 14 Deferred Maintenance Fund	BUILDING SERVICES	\$ 35,171.79
Grand Total:					\$ 40,251.37

Fund 25

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
354229	12-0ct-2016	TWINING, INC.	Fund 25 City Santa Ana Redevelopment	SEGERSTROM HIGH SCHOOL	\$ 1,495.00
354565	20-0ct-2016	PLACEWORKS, INC. dba PLACEWORKS	Fund 25 Capital Facilities Fund	FACILITIES/GOVERNMENTAL RELATIONS	\$ 23,175.00
354568	20-0ct-2016	DAILY JOURNAL CORPORATION dba ORANGE COUNTY REPORTER	Fund 25 Walker/Roosevelt Jt Use	WALKER ELEMENTARY SCHOOL	\$ 208.60
354572	20-0ct-2016	CALIFORNIA DEPARTMENT OF EDUCATION	Fund 25 Valley P2P	VALLEY HIGH SCHOOL	\$ 7,083.74
Grand Total:					\$ 31,962.34

Fund 26

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
354576	21-0ct-2016	DIVISION OF STATE ARCHITECT	Fund 26 Measure G Bond Series B	WILSON ELEMENTARY SCHOOL	\$ 16,634.83
Grand Total:					\$ 16,634.83

Fund 40

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
354333	14-Oct-2016	PCM3, INC.	Emergency Repair Program-Williams Case	SADLEBACK HIGH SCHOOL	\$ 114,526.80
354334	14-Oct-2016	PCM3, INC.	Emergency Repair Program-Williams Case	DAVIS ELEMENTARY SCHOOL	\$ 5,483.10
354362	14-Oct-2016	LENTZ MORRISSEY ARCHITECTURE, INC.	Fund 40 Special Reserve Fund	MITCHELL CHILD DEVELOPMENT CENTER	\$ 1,250.00
354569	20-Oct-2016	GHATAOUE BANNON ARCHITECTS, LLP	Fund 40 Valley Sports Complex	VALLEY HIGH SCHOOL	\$ 2,862.42
354571	20-Oct-2016	CALIFORNIA DEPARTMENT OF EDUCATION	Emergency Repair Program-Williams Case	MCFADDEN INTERMEDIATE SCHOOL	\$ 2,311.51
354571	20-Oct-2016	CALIFORNIA DEPARTMENT OF EDUCATION	Emergency Repair Program-Williams Case	REMINGTON ELEMENTARY SCHOOL	\$ 3,040.85
354574	20-Oct-2016	DIVISION OF STATE ARCHITECT	Fund 40 Valley Sports Complex	VALLEY HIGH SCHOOL	\$ 30,462.88
354575	21-Oct-2016	DIVISION OF STATE ARCHITECT	Emergency Repair Program-Williams Case	CENTURY HIGH SCHOOL	\$ 12,093.00
354577	21-Oct-2016	POWER PLUS	Fund 40 Special Reserve Fund	MITCHELL CHILD DEVELOPMENT CENTER	\$ 3,300.00
354604	21-Oct-2016	UNITED SITE SERVICES OF CALIFORNIA, INC.	Fund 40 Special Reserve Fund	MITCHELL CHILD DEVELOPMENT CENTER	\$ 2,400.00
Grand Total:					\$ 177,730.56

Fund 49

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
354515	20-Oct-2016	COOPERATIVE STRATEGIES, LLC	Community Facilities District (2005 Central Park Project)	DISTRICT-WIDE	\$ 4,471.82
Grand Total:					\$ 4,471.82

Fund 56

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
354527	20-Oct-2016	THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.	QZAB Solar Energy (eff 2014-15)	DISTRICT-WIDE	\$ 1,863,527.50
Grand Total:					\$ 1,863,527.50

Fund 68

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
354255	12-Oct-2016	OFFICE DEPOT	Fund 68 Workers' Compensation	RISK MANAGEMENT	\$ 472.02
354310	13-Oct-2016	CALIFORNIA WORKERS COMPENSATION INSTITUTE	Fund 68 Workers' Compensation	RISK MANAGEMENT	\$ 216.00
354310	13-Oct-2016	CALIFORNIA WORKERS COMPENSATION INSTITUTE	Fund 68 Workers' Compensation	RISK MANAGEMENT	\$ 23.00
354486	19-Oct-2016	GRAINGER	Fund 68 Workers' Compensation	RISK MANAGEMENT	\$ 3,814.34
354701	25-Oct-2016	GRAINGER	Fund 68 Workers' Compensation	RISK MANAGEMENT	\$ 4,420.27
Grand Total:					\$ 8,945.63

Fund 81

PO Number:	Date PO Created:	Supplier:	Resource Description:	Site:	Amount:
354638	24-Oct-2016	DECLUES, BURKETT & THOMPSON, LLP	Fund 81 Property & Liability	RISK MANAGEMENT	\$ 5,000.00
354667	25-Oct-2016	SOS SURVIVAL PRODUCTS	Fund 81 Property & Liability	RISK MANAGEMENT	\$ 529.20
Grand Total:					\$ 5,529.20

AGENDA ITEM BACKUP SHEET
November 15, 2016

Board Meeting

TITLE: **Ratification of Expenditure Summary and Warrants Issued Over \$25,000 for the Period of October 12, 2016 through October 25, 2016**

ITEM: **Consent**

SUBMITTED BY: **Tina Douglas, Assistant Superintendent, Business Services**

PREPARED BY: **Dawn Piatek, Director of Accounting and Payroll**

BACKGROUND INFORMATION:

Warrants are payments of expenditures previously approved through prior Board action.

RATIONALE:

The purpose of this agenda item is to seek Board ratification of the Expenditure Summary Report and Detailed Warrant Listing Report of all payments over \$25,000 on a bi-monthly basis.

ITEM SUMMARY:

- Snapshot of all warrants issued for period of October 12, 2016 through October 25, 2016
- All expenditures were previously approved through prior Board action
- Board Policy 3300
- Required by Ed. Code 17604

The Expenditure Summary Report consists of all warrants created during the period of October 12, 2016 through October 25, 2016. The Detailed Warrant Listing Report of expenditures \$25,000 and over is also included. Expenditures are Board approved through prior Purchase Order Agenda submissions. The warrants listed reflect payments against these Purchase Orders.

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

FUNDING:

Not Applicable

RECOMMENDATION:

Ratify Expenditure Summary and Warrants issued over \$25,000 for the period of October 12, 2016 through October 25, 2016.



Santa Ana Unified School District

Stefanie P. Phillips, Ed.D., Superintendent

Date: October 25, 2016
To: Stefanie P. Phillips, Ed.D., Superintendent
From: Tina Douglas, Assistant Superintendent, Business Services
Subject: Expenditures Summary: From 12-OCT-2016 through 25-OCT-2016

Fund 01 General Fund	\$4,636,305.35
Fund 09 Charter School Fund	\$7,761.71
Fund 12 Child Development	\$19,024.42
Fund 13 Cafeteria Fund	\$988,051.65
Fund 14 Deferred Maintenance Fund	\$41,704.11
Fund 25 Capital Facilities Fund	\$25,043.11
Fund 26 Measure G Bond	\$379.24
Fund 29 Measure G	\$316.80
Fund 40 Special Reserve Fund	\$368,575.84
Fund 68 Workers' Compensation	\$151,565.84
Fund 69 Health & Welfare	\$638,348.17
Total Expenditures: \$6,877,076.24	

Prepared by: Dawn Piatek, Director, Accounting and Payroll

1601 East Chestnut Avenue, Santa Ana, CA 92701-6322, (714) 558-5501

BOARD OF EDUCATION

John Palacio, President • Rob Richardson, Vice President
Valerie Amezcua, Clerk • José Alfredo Hernández, J.D., Member • Cecilia "Ceci" Iglesias, Member

SAUSD Board of Education Warrant Listing

October 12, 2016

Page 1 of 4

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84227431	DURHAM SCHOOL SERVICES, L.P.		\$1,021,790.84
	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	HOOVER ELEMENTARY SCHOOL	
	Pupil Transportation (7230/7240)	TRANSPORTATION DEPARTMENT	
	Unrestricted - Regional Occupational Center Program (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	
84227187	SOUTHERN CALIFORNIA EDISON		\$596,195.02
	Head Start	CHILD DEVELOPMENT	
	Unrestricted Discretionary Accounts	DISTRICTWIDE	
84227191	AGILE MIND EDUCATIONAL HOLDINGS, INC.		\$102,365.00
	S.D. Bechtel, Jr. Foundation	STAFF DEVELOPMENT	
84227193	BOYS AND GIRLS CLUB OF SANTA ANA		\$29,588.19
	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	AFTER SCHOOL PROGRAMS	
84227194	CENERGISTIC, INC.		\$231,502.00
	Unrestricted Discretionary Accounts	DISTRICTWIDE	
84227203	DISCOVERY CUBE ORANGE COUNTY		\$56,812.64
	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	AFTER SCHOOL PROGRAMS	
84227204	DON BOOKSTORE		\$29,259.31
	Lottery: Instructional Materials	MIDDLE COLLEGE HIGH SCHOOL	
84227307	RENAISSANCE LEARNING, INC.		\$39,311.22
	LCFF-Supplemental/Concentration	TECHNOLOGY	
84227328	AT&T DATACOMM, INC. dba AT&T DATACOMM		\$49,570.95
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
	Unrestricted Discretionary Accounts	DISTRICTWIDE	
84227378	BRIGHTBYTES, INC.		\$92,658.23
	LCFF-Supplemental/Concentration	TECHNOLOGY	

SAUSD Board of Education Warrant Listing

October 12, 2016

Page 2 of 4

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84227390	JFK TRANSPORTATION		\$45,641.25
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	ESQUEDA ELEMENTARY SCHOOL	
		KENNEDY ELEMENTARY SCHOOL	
		VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	
	Pupil Transportation (7230/7240)	TRANSPORTATION DEPARTMENT	
	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	
		GODINEZ FUNDAMENTAL HIGH SCHOOL	
		LORIN GRISET ACADEMY	
		MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	
		SADDLEBACK HIGH SCHOOL	
		SANTA ANA HIGH SCHOOL	
		SANTIAGO ELEMENTARY SCHOOL	
		SEGERSTROM HIGH SCHOOL	
		SPECIAL PROJECTS/WELLNESS	
		VALLEY HIGH SCHOOL	
		VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	
		WILLARD INTERMEDIATE SCHOOL	
	Unrestricted One-time Funds	TRANSPORTATION DEPARTMENT	
84227185	CITY OF SANTA ANA		\$34,123.76
	Unrestricted Discretionary Accounts	DISTRICTWIDE	
84227414	RAPTOR TECHNOLOGIES, LLC		\$28,800.00
	Emergency Preparedness and Operations	RISK MANAGEMENT	
84227511	CONCEPTS SCHOOL AND OFFICE FURNISHINGS		\$45,668.88
	One-Time Discretionary Funds	MIDDLE COLLEGE HIGH SCHOOL	
	Unrestricted Discretionary Accounts	MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	
		MIDDLE COLLEGE HIGH SCHOOL	
		MUIR FUNDAMENTAL ELEMENTARY SCHOOL	

SAUSD Board of Education Warrant Listing

October 12, 2016

Page 3 of 4

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84227402	OC TRANSIT, INC. Pupil Transportation (7230/7240)	TRANSPORTATION DEPARTMENT	\$36,000.00

Fund 13 Cafeteria Fund

84227446	A & R WHOLESALE DISTRIBUTORS Child Nutrition: School Programs	NUTRITION SERVICES	\$72,292.04
84227451	A & R WHOLESALE DISTRIBUTORS Child Nutrition: School Programs	NUTRITION SERVICES	\$31,075.48
84227453	A & R WHOLESALE DISTRIBUTORS Child Nutrition: School Programs	NUTRITION SERVICES	\$27,484.68
84227457	CHEFS' TOYS Child Nutrition: School Programs	CENTURY HIGH SCHOOL NUTRITION SERVICES	\$43,669.49
84227461	DRIFTWOOD DAIRY Child Nutrition: School Programs	NUTRITION SERVICES	\$32,777.52
84227472	LOEWY ENTERPRISES, INC. dba SUNRISE PRODUCE Child Nutrition: School Programs	NUTRITION SERVICES	\$65,848.09
84227473	P & R PAPER SUPPLY CO. Child Nutrition: School Programs	NUTRITION SERVICES	\$25,171.10

Fund 40 Special Reserve Fund

84227494	GHATAODE BANNON ARCHITECTS, LLP Emergency Repair Program-Williams Case	CENTURY HIGH SCHOOL FREMONT ELEMENTARY SCHOOL HOOVER ELEMENTARY SCHOOL LINCOLN ELEMENTARY SCHOOL MCFADDEN INTERMEDIATE SCHOOL REMINGTON ELEMENTARY SCHOOL	\$25,399.73
----------	---	--	-------------

SAUSD Board of Education Warrant Listing

October 12, 2016

Page 4 of 4

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 68 Workers' Compensation			
84227496	SANTA ANA UNIFIED SCHOOL DISTRICT WORKERS' COMP. Fund 68 Workers' Compensation	RISK MANAGEMENT	\$133,710.60
Fund 69 Health & Welfare			
84227497	ALAMEDA COUNTY SCHOOLS INSURANCE GROUP (ACSIG) Health & Welfare - Active Employees	DISTRICT EMPLOYEE BENEFITS	\$256,212.06
	Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS	
84227498	SANTA ANA UNIFIED SCHOOL DISTRICT Health & Welfare - Active Employees	DISTRICT EMPLOYEE BENEFITS	\$333,367.59
	Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS	
Grand Total:			\$3,486,295.67

SAUSD Board of Education Warrant Listing

October 19, 2016

Page 1 of 8

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 01 General Fund			
84227719	OFFICE DEPOT 30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	JACKSON ELEMENTARY SCHOOL	\$36,136.95
		JEFFERSON ELEMENTARY SCHOOL	
		MONROE ELEMENTARY SCHOOL	
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
	LCFF-Supplemental/Concentration	EDUCATIONAL SERVICES DIVISION	
		REACH ACADEMY	
	Unrestricted - Regional Occupational Center Program (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	
	Unrestricted Discretionary Accounts	ACCOUNTING DEPARTMENT	
		CENTURY HIGH SCHOOL	
		GODINEZ FUNDAMENTAL HIGH SCHOOL	
		K-12 TEACHING AND LEARNING	
		LOWELL ELEMENTARY SCHOOL	
		MCFADDEN INTERMEDIATE SCHOOL	
		PUPIL SUPPORT SERVICES	
		SADDLEBACK HIGH SCHOOL	
		THORPE FUNDAMENTAL ELEMENTARY SCHOOL	
		VALLEY HIGH SCHOOL	
		VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	
	Unrestricted One-time Funds	K-12 SCHOOL PERFORMANCE AND CULTURE	
84227546	DIGITAL NETWORKS GROUP, INC. One-Time Discretionary Funds	DIAMOND ELEMENTARY SCHOOL	\$26,088.38
	Unrestricted Discretionary Accounts	JACKSON ELEMENTARY SCHOOL	
84227553	FOOTHILLS EDUCATION AND TECHNOLOGY Unrestricted Discretionary Accounts	DISTRICTWIDE	\$32,619.00

SAUSD Board of Education Warrant Listing

October 19, 2016

Page 2 of 8

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84227565	PARADIGM HEALTHCARE SERVICES, LLC MediCal Administrative Activities (MAA)	PUPIL SUPPORT SERVICES	\$77,615.00
84227567	RODOLFO CAZALES dba TOYAMA KARATE-DO 30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	AFTER SCHOOL PROGRAMS	\$25,421.20
84227568	SCIENCE@OC NCLB: Title II, Part B, CA Mathematics and Science Partnerships (CaMSP)	K-12 TEACHING AND LEARNING	\$37,273.75
84227580	WARE GROUP One-Time Discretionary Funds Unrestricted Discretionary Accounts	SANTIAGO ELEMENTARY SCHOOL GARFIELD ELEMENTARY SCHOOL SANTIAGO ELEMENTARY SCHOOL	\$33,462.00
84227648	IDSC HOLDNGS LLC dba SNAP-ON INDUSTRIAL Unrestricted One-time Funds	TRANSPORTATION DEPARTMENT	\$67,273.39
84227663	ORACLE AMERICA, INC. Unrestricted Discretionary Accounts	TECHNOLOGY INNOVATION SERVICES	\$50,078.68
84227678	APPLE, INC. IASA: Title I Basic Grants Low-Income and Neglected, Part A One-Time Discretionary Funds Special Education Unrestricted Discretionary Accounts	HENINGER ELEMENTARY SCHOOL ROOSEVELT ELEMENTARY SCHOOL LOWELL ELEMENTARY SCHOOL SPECIAL EDUCATION COMMUNICATIONS OFFICE HEROES ELEMENTARY SCHOOL LOWELL ELEMENTARY SCHOOL MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL SANTA ANA HIGH SCHOOL VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	\$40,792.00
84227679	APPROACH LEARNING AND ASSESSMENT CENTER Special Education	SPECIAL EDUCATION	\$34,035.30

SAUSD Board of Education Warrant Listing

October 19, 2016

Page 3 of 8

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84227680	AREY JONES EDUCATIONAL SOLUTIONS		\$82,618.08
	California Career Pathways Trust	REGIONAL OCCUPATIONAL PROGRAM	
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MADISON ELEMENTARY SCHOOL	
	One-Time Discretionary Funds	GARFIELD ELEMENTARY SCHOOL	
		JACKSON ELEMENTARY SCHOOL	
		MADISON ELEMENTARY SCHOOL	
	Unrestricted - Regional Occupational Center Program (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	
	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	
84227533	CITY OF SANTA ANA		\$73,941.73
	Unrestricted Discretionary Accounts	DISTRICTWIDE	
84227707	JFK TRANSPORTATION		\$52,948.50
	AVID-OCDE Destination Graduation-High Schools	CENTURY HIGH SCHOOL	
	Department of Rehab: Workability II, Transition Partnership	TRANSITION PROGRAMS	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	EDISON ELEMENTARY SCHOOL	
		JACKSON ELEMENTARY SCHOOL	
	Pupil Transportation (7230/7240)	TRANSPORTATION DEPARTMENT	
	Special Ed: Workability I LEA	TRANSITION PROGRAMS	
	Unrestricted - Regional Occupational Center Program (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	
	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	
		CHAVEZ CONTINUATION HIGH SCHOOL	
		DAVIS ELEMENTARY SCHOOL	
		GODINEZ FUNDAMENTAL HIGH SCHOOL	
		SADDLEBACK HIGH SCHOOL	
		SANTA ANA HIGH SCHOOL	
		SEGERSTROM HIGH SCHOOL	
		VALLEY HIGH SCHOOL	

SAUSD Board of Education Warrant Listing

October 19, 2016

Page 3 of 8

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
	Unrestricted One-time Funds	WILLARD INTERMEDIATE SCHOOL TRANSPORTATION DEPARTMENT	
84227820	U S BANK - CAL CARD Unrestricted Discretionary Accounts	DISTRICTWIDE	\$37,061.14
84227730	U S BANK - CAL CARD 30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	AFTER SCHOOL PROGRAMS CARR INTERMEDIATE SCHOOL HOOVER ELEMENTARY SCHOOL STAFF DEVELOPMENT ADAMS ELEMENTARY SCHOOL CARR INTERMEDIATE SCHOOL CARVER ELEMENTARY SCHOOL ESQUEDA ELEMENTARY SCHOOL ROOSEVELT ELEMENTARY SCHOOL VALLEY HIGH SCHOOL STAFF DEVELOPMENT PUBLICATIONS HEROES ELEMENTARY SCHOOL CHILD DEVELOPMENT CARVER ELEMENTARY SCHOOL DIAMOND ELEMENTARY SCHOOL ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT FREMONT ELEMENTARY SCHOOL HENINGER ELEMENTARY SCHOOL HOOVER ELEMENTARY SCHOOL KENNEDY ELEMENTARY SCHOOL	\$159,567.00
	Beginning Teacher-BTSA		
	Donations (Miscellaneous)		
	Educator Effectiveness		
	Fund 01 General Fund		
	Fundraiser (Non ASB-PTA Deposits)		
	Head Start		
	IASA: Title I Basic Grants Low-Income and Neglected, Part A		

SAUSD Board of Education Warrant Listing

October 19, 2016

Page 5 of 8

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
		MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	
		MARTIN ELEMENTARY SCHOOL	
		MIDDLE COLLEGE HIGH SCHOOL	
		ROMERO-CRUZ ELEMENTARY SCHOOL	
		SEPULVEDA ELEMENTARY SCHOOL	
		THORPE FUNDAMENTAL ELEMENTARY SCHOOL	
	LCFF-Supplemental/Concentration	EDUCATIONAL SERVICES DIVISION	
		K-12 SCHOOL PERFORMANCE AND CULTURE	
		REACH ACADEMY	
	Medi-Cal Billing Option	PUPIL SUPPORT SERVICES	
	Ongoing & Major Maintenance Account	BUILDING SERVICES	
		TRANSPORTATION DEPARTMENT	
	Pupil Transportation (7230/7240)	TRANSPORTATION DEPARTMENT	
	Recognition Programs	EDUCATIONAL SERVICES DIVISION	
	S.D. Bechtel, Jr. Foundation	STAFF DEVELOPMENT	
	Special Education	SPECIAL EDUCATION	
		TAFT ELEMENTARY SCHOOL	
		TRANSITION PROGRAMS	
	Unrestricted Discretionary Accounts	21ST CENTURY LEARNING	
		ADAMS ELEMENTARY SCHOOL	
		BOARD OF EDUCATION	
		BUILDING SERVICES	
		BUSINESS SERVICES DIVISION	
		CARR INTERMEDIATE SCHOOL	
		CENTURY HIGH SCHOOL	
		CHAVEZ CONTINUATION HIGH SCHOOL	
		COMMUNICATIONS OFFICE	

SAUSD Board of Education Warrant Listing

October 19, 2016

Page 6 of 8

Check #

Vendor

Location

Amount

COMMUNITY RELATIONS
DAVIS ELEMENTARY SCHOOL
DIAMOND ELEMENTARY SCHOOL
DISTRICTWIDE
EDUCATIONAL SERVICES DIVISION
ESQUEDA ELEMENTARY SCHOOL
FACILITIES/GOVERNMENTAL RELATIONS
FRANKLIN ELEMENTARY SCHOOL
FREMONT ELEMENTARY SCHOOL
GODINEZ FUNDAMENTAL HIGH SCHOOL
GREENVILLE FUNDAMENTAL ELEMENTARY
SCHOOL
HEROES ELEMENTARY SCHOOL
HOOVER ELEMENTARY SCHOOL
HUMAN RESOURCES DIVISION
JEFFERSON ELEMENTARY SCHOOL
K-12 SCHOOL PERFORMANCE AND CULTURE
KING ELEMENTARY SCHOOL
LINCOLN ELEMENTARY SCHOOL
LOWELL ELEMENTARY SCHOOL
MACARTHUR FUNDAMENTAL INTERMEDIATE
SCHOOL
MARTIN ELEMENTARY SCHOOL
MENDEZ FUNDAMENTAL INTERMEDIATE
SCHOOL
MONROE ELEMENTARY SCHOOL
MUIR FUNDAMENTAL ELEMENTARY SCHOOL
PIO PICO ELEMENTARY SCHOOL
PUBLICATIONS
PUPIL SUPPORT SERVICES

SAUSD Board of Education Warrant Listing

October 19, 2016

Page 7 of 8

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
		REACH ACADEMY	
		ROMERO-CRUZ ELEMENTARY SCHOOL	
		SADDLEBACK HIGH SCHOOL	
		SANTA ANA HIGH SCHOOL	
		SCHOOL POLICE SERVICES	
		SEPULVEDA ELEMENTARY SCHOOL	
		SIERRA PREPARATORY ACADEMY	
		SPECIAL PROJECTS/WELLNESS	
		SUPERINTENDENT'S OFFICE	
		TAFT ELEMENTARY SCHOOL	
		TECHNOLOGY INNOVATION SERVICES	
		THORPE FUNDAMENTAL ELEMENTARY SCHOOL	
		VALLEY HIGH SCHOOL	
		WALKER ELEMENTARY SCHOOL	
		WASHINGTON ELEMENTARY SCHOOL	
	Unrestricted One-time Funds	EDUCATIONAL SERVICES DIVISION	
	WASC (was FundRes 010031)	REACH ACADEMY	
84227701	IDSC HOLDNGS LLC dba SNAP-ON INDUSTRIAL		\$197,567.65
	Unrestricted One-time Funds	TRANSPORTATION DEPARTMENT	
 Fund 13 Cafeteria Fund			
84227748	A & R WHOLESALE DISTRIBUTORS		\$124,926.17
	Child Nutrition: School Programs	NUTRITION SERVICES	
84227750	A & R WHOLESALE DISTRIBUTORS		\$83,526.73
	Child Nutrition: School Programs	NUTRITION SERVICES	
84227752	A & R WHOLESALE DISTRIBUTORS		\$54,749.25
	Child Nutrition: School Programs	NUTRITION SERVICES	

SAUSD Board of Education Warrant Listing

October 19, 2016

Page 8 of 8

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84227754	A & R WHOLESALE DISTRIBUTORS Child Nutrition: School Programs	NUTRITION SERVICES	\$46,629.56
84227757	A & R WHOLESALE DISTRIBUTORS Child Nutrition: School Programs	NUTRITION SERVICES	\$70,641.25
84227764	CHEFS' TOYS Child Nutrition: School Programs	NUTRITION SERVICES SADDLEBACK HIGH SCHOOL	\$40,585.30
84227768	DRIFTWOOD DAIRY Child Nutrition: School Programs	NUTRITION SERVICES	\$27,554.70
84227778	LOEWY ENTERPRISES, INC. dba SUNRISE PRODUCE Child Nutrition: School Programs	NUTRITION SERVICES	\$79,464.60
84227779	LOEWY ENTERPRISES, INC. dba SUNRISE PRODUCE Child Nutrition: School Programs	NUTRITION SERVICES	\$53,956.93

Fund 40 Special Reserve Fund

84227808	PCM3, INC. Emergency Repair Program-Williams Case	CENTURY HIGH SCHOOL DAVIS ELEMENTARY SCHOOL LATHROP INTERMEDIATE SCHOOL MCFADDEN INTERMEDIATE SCHOOL REMINGTON ELEMENTARY SCHOOL SADDLEBACK HIGH SCHOOL SANTA ANA HIGH SCHOOL	\$301,945.29
----------	---	---	--------------

Fund 69 Health & Welfare

84227815	ALLIANT INSURANCE SERVICES, INC. Fund 69 Health & Welfare	DISTRICTWIDE	\$47,500.00
----------	---	--------------	-------------

Grand Total: ***\$1,995,979.53***

AGENDA ITEM BACKUP SHEET
November 15, 2016

Board Meeting

TITLE: **Approval of Substitute Subcontractor for Earthwork and Grading for Bid Package No. 1907 – Phase 2 Classroom Building Replacement and Addition at Remington Elementary School Under Emergency Repair Program**

ITEM: **Consent**

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

PREPARED BY: **Andy Putney, Interim Director, Construction**
Jon Geiszler, Director, Purchasing & Stores

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to substitute the subcontractor for earthwork and grading for Bid Package No. 1907 – Phase 2 Classroom Building Replacement and Addition at Remington Elementary School under the Emergency Repair Program. Pursuant to Public Contract Code Section 4107, “the awarding authority, may, except as otherwise provided in Section 4107.5 consent to the substitution of a subcontractor in any of the following situations: when the subcontractor listed in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract or fails or refuses to meet the bond requirements of the prime contractor as set forth in Section 4108.”

ITEM SUMMARY:

- The original subcontractor, Interior Demolition, Inc. has requested to be released from their earthwork and gradation due to scheduling conflicts.
- No negative impact to SAUSD

RATIONALE:

At its September 27, 2016 meeting, the Board awarded a contract for Bid Package No. 1907 – Phase 2 Classroom Building Replacement and Addition at Remington Elementary School under the Emergency Repair Program to AMG & Associates, Inc. AMG & Associates, Inc. has requested the substitution from Interior Demolition, Inc. to Crew, Inc. as the earthwork and grading subcontractor due to a scheduling conflict. The District is in compliance with Public Contract Code Section 4107.

Supports LCAP Goal 3.3: Establish processes that support maintaining current facilities (school safety and maintenance).

Supports LCAP Goal 3.4: Support school and district operations to create welcoming and productive school environments.

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

FUNDING:

No fiscal impact to the District.

RECOMMENDATION:

Approve Crew, Inc. as the replacement earthwork and grading substitute subcontractor for Bid Package No. 1907 - Phase 2 Classroom Building Replacement and Addition at Remington Elementary School under the Emergency Repair Program.



FROM THE DESK OF:
ANTHONY R. TRAVERSO
VICE PRESIDENT

October 3, 2016

Gabriel Eagle
PO Box 25617
Santa Ana, CA 92799

RE: Remington Elementary ERP 1907 – Phase 2 Project
Subject: Request for Substitution of Subcontractor

Gabriel,

AMG & Associates, Inc. (AMG) has listed Interior Demolition Inc. for the earthwork and grading on the above referenced project. Interior Demolition Inc. has indicated they wish to be released from the project earthwork and grading portion due to scheduling conflicts. I have attached a copy of their request for your reference.

Section 4107 of the Public Contract Code indicates the following:

“4107. A prime contractor whose bid is accepted may not:
(a) Substitute a person as subcontractor in place of the subcontractor listed in the original bid, except that the awarding authority, or its duly authorized officer, may, except as otherwise provided in Section 4107.5, consent to the substitution of another person as a subcontractor in any of the following situations:
(1) When the subcontractor listed in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, based upon the general terms, conditions, plans, and specifications for the project involved or the terms of that subcontractor's written bid, is presented to the subcontractor by the prime contractor” (CA. PCC Section 4100-4114).

AMG is requesting consent to substitute Crew, Inc. for Interior Demolition, Inc. as the earthwork and grading subcontractor on this project. The information for Crew, Inc. is”

Crew, Inc.
19618 S. Susana Road
Rancho Dominguez, CA 90221
Phone: 310-608-6860
CSLB: 696291

Please contact me directly if you need any additional information regarding our request for the subcontractor substitution.

Sincerely,

Tony Traverso

Anthony R. Traverso
Vice President

cc: Albert M. Giacomazzi, President
Dave Reck, Project Manager
Jon Wright, Project Superintendent

File: 2A.1

AGENDA ITEM BACKUP SHEET
November 15, 2016

Board Meeting

TITLE: **Approval of Deductive Change Order No. 1 for Bid Package No. 1 – Dance Floor Replacement at Santa Ana High School**

ITEM: **Consent**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of Deductive Change Order No. 1 for Bid Package No. 1 – Dance Floor Replacement at Santa Ana High School.

ITEM SUMMARY:

- At its July 26, 2016 meeting, the Board awarded a contract for Bid Package No. 1 – Dance Floor Replacement to A2Z Construct, Inc.
- This deductive change order demonstrates project savings.

RATIONALE:

During the course of construction, funds remain unspent, creating a net reduction to the contract.

Project	Bid Package	Original Contract Amount	Deductive Change Order Amount	Revised Total Contract Amount	Contractor
Santa Ana HS	BP No. 1 – Dance Floor Replacement	\$70,000.00	(\$2,576.39)	\$67,423.61	A2Z Construct, Inc.
TOTAL SAVINGS:		<u>\$70,000.00</u>	<u>(\$2,576.39)</u>	<u>\$67,423.61</u>	

FUNDING:

Budgeted One-time Funds: Reduction of \$2,576.39

RECOMMENDATION:

Approve Deductive Change Order No. 1 for Bid Package No. 1 – Dance Floor Replacement at Santa Ana High School.

OW:AP:rb

**AGENDA ITEM BACKUP SHEET
November 15, 2016**

Board Meeting

TITLE: Acceptance of Completion of Contract for Bid Package No. 1 – Dance Floor Replacement at Santa Ana High School

ITEM: Consent

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

PREPARED BY: Andy Putney, Interim Director, Construction

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board acceptance of completion of a contract for Bid Package No. 1 – Dance Floor Replacement at Santa Ana High School.

ITEM SUMMARY:

- At its July 26, 2016 meeting, the Board awarded a contract for Bid Package No. 1 – Dance Floor Replacement at Santa Ana High School to A2Z Construct, Inc.

RATIONALE:

The District has received close-out confirmation from its construction manager and inspector of record stating the work has been completed in accordance with the terms of the contract. Public Contract Code, Sections 9201 through 9203, requires the District to withhold retention from the contract price until final completion and acceptance of the projects.

Project Site	Bid Package	New Contract Amount	5% Retention	Change Order	Contractor
Santa Ana HS	BP No. 1 – Dance Floor Replacement	\$67,423.61	\$3,371.18	1	A2Z Construct, Inc.

FUNDING:

Budgeted One-time Funds: Release Retention of \$3,371.18

RECOMMENDATION:

Accept the November 15, 2016, completion of contract with A2Z Construct, Inc. for Bid Package No. 1 – Dance Floor Replacement at Santa Ana High School, and approve the release of contractor’s retention.

AGENDA ITEM BACKUP SHEET
November 15, 2016

Board Meeting

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

ITEM: **Consent**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the Personnel Calendar including the transition of specific staff members with such topics as: hiring, promotions, transfers, resignations, retirements, and leaves.

Contained within the Personnel Calendar are 25 new hires for SAUSD, including:

- Activity Supervisor – 9
- After School Instructional Provider – 2
- Computer Technician – 1
- Custodian – 1
- Electrician II – 1
- Instructional Assistant Severely Disabled – 1
- Licensed Vocational Nurse – 3
- Student Support Paraprofessional – Special Education – 4
- Printing Technician II – 1
- PAR TOSA – 1
- Teacher – 1

RATIONALE:

Board approval of the Personnel Calendar is required for all Certificated and Classified personnel reports, non-confidential leaves of absences, and effective dates of resignations and retirements.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the Personnel Calendar including the transition of specific staff members with such topics as: hiring, promotions, transfers, resignations, retirements, and leaves.


MAM:nr

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - November 15, 2016

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
RETIREMENT					
Fairbairn, Sherman	Teacher	Diamond	October 28, 2016		Retirement - 16 years
RESIGNATION					
Johnson, Constance	Speech and Language Pathologist	Speech Department	May 13, 2016		Personal - 3 months
NEW HIRES/RE-HIRES 2016-17					
Barden, Judith	PAR TOSA	Human Resources	November 1, 2016		Rehire - Probationary I (29.7% contract)
Toelkes, Denyse	Teacher	Thorpe	October 18, 2016		New Hire - Temporary 44909
LEAVE (21 duty days or more) - Without Pay and Without Benefits					
Alvarez, Lorena	Teacher	Special Education	October 26, 2016	June 22, 2017	Personal
Palomino, Carina	Teacher	Advanced Learning Academy	February 14, 2017	June 22, 2017	Personal

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - November 15, 2016

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
CO-CURRICULAR 2016-17					
Brown, Sandra		Carr	2016-17		Vocal Music
Crawford, Brian		Carr	2016-17		Drama Production, Yearbook
Jack, Jedediah		Carr	2016-17		Journalism
Pineda, Alexandra		Carr	2016-17		Student Government Advisor (sharing)
Solares, Elizabeth		Carr	2016-17		Instrumental Music Band, Instrumental Music Orchestra
Ta, Sandy		Carr	2016-17		Student Government Advisor (sharing)
Aguero, Mark		Century	2016-17		Instrumental Music Band, Instrumental Music Orchestra, Drill Team
Akamine, Brian		Century	2016-17		Vocal Music
Alvarado, Joaquin		Century	2016-17		Activities Director
Bojorquez, Linsey		Century	2016-17		Print Yearbook
Bush, Mark		Century	2016-17		Broadcast
Fidel, Brianna		Century	2016-17		Journalism Pep Squad

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - November 15, 2016

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
CO-CURRICULAR 2016-17 (Continued)					
Goodrich, Nathan		Century	2016-17		Print Journalism, Forensics
Manntai, Jessica		Century	2016-17		Senior Class Advisor
Shepherd, Christine		Century	2016-17		Drama
Silverman, Lynn		Century	2016-17		Dance Team
Putros, Danial		Chavez	2016-17		Senior Class Advisor
Rush, Kathryn		Chavez	2016-17		Activities Director
Bondoc, Maria		Godinez	2016-17		Tall Flags
Feuerborn, Joyce		Godinez	2016-17		Print Journalism, Broadcast Journalism
Hernandez, Marissa		Godinez	2016-17		Print Yearbook
Marting, Richard		Godinez	2016-17		Drama
Mc Mahon, Jeanette		Godinez	2016-17		Vocal Music
Santos, Mark		Godinez	2016-17		Instrumental Music Band, Instrumental Music Orchestra
Sotelo, Laura		Godinez	2016-17		Dance Team
Tena, Daniel		Godinez	2016-17		Senior Class Advisor, Activities Director

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - November 15, 2016

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
CO-CURRICULAR 2016-17 (Continued)					
Helstrom, Samantha		Lathrop	2016-17		Student Government Advisor (sharing)
Phillips, Nicole		Lathrop	2016-17		Student Government Advisor (sharing)
Wolff, Amanda		Lathrop	2016-17		Yearbook
Mohammadi, Mehdi		Lorin Grisct	2016-17		Print Yearbook
Veitch, Deborah		Lorin Grisct	2016-17		Activities Director
Celestino, Gregory		MacArthur	2016-17		Journalism, Yearbook
Eastly, Nicole		MacArthur	2016-17		Vocal Music
Holdcroft, Althea		MacArthur	2016-17		Instrumental Music Band, Instrumental Music Orchestra
Kotler, Holly		MacArthur	2016-17		Drama Production
Vicario, Maria		MacArthur	2016-17		Student Government Advisor
Boyer, Gregory		McFadden	2016-17		Instrumental Music Band, Instrumental Music Orchestra

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - November 15, 2016

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
CO-CURRICULAR 2016-17 (Continued)					
Devine, Anne		McFadden	2016-17		Journalism, Yearbook
Ellis, Gregory		McFadden	2016-17		Vocal Music
Hetherington-Schwartz, Tami		McFadden	2016-17		Tall Flags
Ochoa Ceja, Maritza		McFadden	2016-17		Pep Squad, Drill Team
Sohner, Kelly		McFadden	2016-17		Drama Production, Student Government Advisor
Axtell, Aaron		Mendez	2016-17		Instrumental Music Band, Instrumental Music Orchestra
Hoffmann, Alan		Mendez	2016-17		Journalism
Radford, David		Mendez	2016-17		Drama Production
Rubio, Sandra		Mendez	2016-17		Yearbook
Salas, April		Mendez	2016-17		Student Government Advisor
Ramos, Rafael		Middle College	2016-17		Senior Class Advisor, Activities Director

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - November 15, 2016

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
CO-CURRICULAR 2016-17 (Continued)					
Christensen, Matthew		Saddleback	2016-17		Drill Team
Connell, Jennifer		Saddleback	2016-17		Drama, Vocal Music
Corr, Sandra		Saddleback	2016-17		Dance Team
Fields, Jennie		Saddleback	2016-17		Print Yearbook
Knight, Sean		Saddleback	2016-17		Instrumental Music Band, Tall Flags
Rivera, Zayra		Saddleback	2016-17		Pep Squad
Turner, Rosalind		Saddleback	2016-17		Senior Class Advisor, Activities Director
Cobb-Woll, Kathryn		Santa Ana	2016-17		Vocal Music
De Los Santos, Victor		Santa Ana	2016-17		Instrumental Music Band, Tall Flags
Enloe, Elizabeth		Santa Ana	2016-17		Print Journalism, Print Yearbook
Erikson, Tom		Santa Ana	2016-17		Peer Court
Kaye, Joseph		Santa Ana	2016-17		Instrumental Music Orchestra
Noel, Barbara		Santa Ana	2016-17		Drill Team, Dance Team
Schwinge, Terrence		Santa Ana	2016-17		Drama
Solis, Eric		Santa Ana	2016-17		Activities Director

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - November 15, 2016

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
CO-CURRICULAR 2016-17 (Continued)					
Altamirano, Lillian		Segerstrom	2016-17		Print Journalism
Garcia, Raul		Segerstrom	2016-17		Instrumental Music Band, Instrumental Music Orchestra, Tall Flags
Han, Grace		Segerstrom	2016-17		Vocal Music
Handley, Stephanie		Segerstrom	2016-17		Print Yearbook
Maldonado, Angela		Segerstrom	2016-17		Drill Team and Pep Squad
Mitchell, Laura		Segerstrom	2016-17		Drama
Reekers, Annie		Segerstrom	2016-17		Dance Team, Activities Director
Tsai, Becky		Segerstrom	2016-17		Senior Class Advisor
Cronmiller, Kelsey		Sierra	2016-17		Pep Squad, Drill Team, Student Government Advisor
Jacobs, Linda		Sierra	2016-17		Drill Team/Pep Squad
Nagle, Janelle		Sierra	2016-17		Journalism
Serrano, Corin		Sierra	2016-17		Drama Production, Tall Flags

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - November 15, 2016

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
CO-CURRICULAR 2016-17 (Continued)					
Tory, Susan		Sierra	2016-17		Instrumental Music Band, Instrumental Music Orchestra
Darrow, Krystal		Spurgeon	2016-17		Student Government Advisor
Holland, Caran		Spurgeon	2016-17		Vocal Music
Olah, Cassie		Spurgeon	2016-17		Instrumental Music Band, Instrumental Music Orchestra
Cheng, Jessica		Valley	2016-17		Vocal Music
Dreyer, Claire		Valley	2016-17		Drama
Dzul-Baron, Darlene		Valley	2016-17		Tall Flags (sharing)
Guilkey, Rachel		Valley	2016-17		Activities Director
Hernandez, Joaquin		Valley	2016-17		Instrumental Music Band, Instrumental Music Orchestra, Pep Squad, Tall Flags (sharing)
Lara, Yuri		Valley	2016-17		Senior Class Advisor
Sackett, Rebecca		Valley	2016-17		Print Yearbook
Torres, Brenda		Valley	2016-17		Dance Team

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - November 15, 2016

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
CO-CURRICULAR 2016-17 (Continued)					
Tran, Ngoc		Valley	2016-17		Broadcast Journalism
Alvarez, Guillermo		Villa	2016-17		Instrumental Music Band, Instrumental Music Orchestra, Vocal Music
Nguyen, An		Villa	2016-17		Journalism
Streckfus, Anne Marie		Villa	2016-17		Yearbook
Velasco, Alfonso		Villa	2016-17		Student Government Advisor
Beltran, Ammy		Willard	2016-17		Drama Production
DelaCuadra, Jeremy		Willard	2016-17		Instrumental Music Band
Donovan, Dan		Willard	2016-17		Yearbook
Ghods, Mona		Willard	2016-17		Instrumental Music Orchestra
STIPENDS 2016-17					
Amosa, Dan		Carr	2016-17		AVID Coordinator

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - November 15, 2016

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
STIPENDS 2016-17 (Continued)					
Hutchens, Leslie		Carr	2016-17		GATE Site Coordinator (sharing)
Magruder, Jill		Carr	2016-17		GATE Site Coordinator (sharing)
Mendoza, Carolyn		Carr	2016-17		Lead Counselor
Butler, Merlo		Century	2016-17		AVID Coordinator
Setlich, Laurette		Century	2016-17		GATE Site Coordinator
Vazquez, Mireya		Century	2016-17		Lead Counselor
Bondoc, Maria		Godinez	2016-17		Math Team
Castro, Elizabeth		Godinez	2016-17		Lead Counselor
Jocham, Laurie		Godinez	2016-17		GATE Site Coordinator
Montero, Adrian		Godinez	2016-17		OCAD (sharing)
Morgan, Robert		Godinez	2016-17		AVID Coordinator
Siddall, Marie-Claire		Godinez	2016-17		Kiwanis Bowl (sharing), OCAD (sharing)
Statler, Monique		Godinez	2016-17		Kiwanis Bowl (sharing)

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - November 15, 2016

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
STIPENDS 2016-17 (Continued)					
Maki, Sarah		Lathrop	2016-17		GATE Site Coordinator
Raya, Paul		Lathrop	2016-17		Lead Counselor
Sullivan, Lory		Lathrop	2016-17		AVID Coordinator
Kim, Duy		Lorin Griset	2016-17		AVID Coordinator
Rios, Adrian		Lorin Griset	2016-17		Lead Counselor
Manske, Tammy		MacArthur	2016-17		AVID Coordinator
Sprafka, John		MacArthur	2016-17		GATE Site Coordinator
Tristan, Laurie		MacArthur	2016-17		Lead Counselor
Espinoza Onofre, Danelia		McFadden	2016-17		Lead Counselor
McDonald-Van Dyke, Jennifer		McFadden	2016-17		GATE Site Coordinator
Sotolongo, Mildred		McFadden	2016-17		AVID Coordinator
Gallardo, Eddie		Mendez	2016-17		AVID Coordinator
Park, Deborah		Mendez	2016-17		GATE Site Coordinator
Tran, Tina		Mendez	2016-17		Lead Counselor
Espinosa, Velina		Middle College	2016-17		AVID Coordinator

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - November 15, 2016

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
STIPENDS 2016-17 (Continued)					
Conners, Camron		Saddleback	2016-17		OCAD
Morgan, Juliana		Saddleback	2016-17		Kiwanis Bowl
Sachs, Stephanie		Saddleback	2016-17		Lead Counselor
Turner, Rosalind		Saddleback	2016-17		GATE Site Coordinator
Whittington, Cheryl		Saddleback	2016-17		AVID Coordinator
Dukus, Robert		Santa Ana	2016-17		Kiwanis Bowl (sharing)
Erikson, Tom		Santa Ana	2016-17		Mock Trial
Hinman, Robert		Santa Ana	2016-17		Kiwanis Bowl (sharing)
Huizar, Ann		Santa Ana	2016-17		GATE Site Coordinator
Nguyen, Dana		Santa Ana	2016-17		AVID Coordinator
Ridoutt-Schonborn, Arlette		Santa Ana	2016-17		Lead Counselor
Griset-Villanueva, Gabrielle		Segerstrom	2016-17		Lead Counselor (sharing)
Lara, Maria		Segerstrom	2016-17		Lead Counselor (sharing)
Lund, Amber		Segerstrom	2016-17		GATE Site Coordinator
Martinez, Andres		Segerstrom	2016-17		Kiwanis Bowl

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - November 15, 2016

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
STIPENDS 2016-17 (Continued)					
Mateo, Amelia		Segerstrom	2016-17		AVID Coordinator
Neufeld, Sara		Segerstrom	2016-17		Mock Trial
De la Pena, Juliet		Sierra	2016-17		Lead Counselor
Nagle, Janelle		Sierra	2016-17		AVID Coordinator
Smith, Kathy		Sierra	2016-17		GATE Site Coordinator
Leonetti, Lindsey		Spurgeon	2016-17		AVID Coordinator
Lopezrevoredo, Mariajose		Spurgeon	2016-17		Lead Counselor
Pham, Vikki		Spurgeon	2016-17		GATE Site Coordinator
Collins, Michael		Valley	2016-17		AVID Coordinator
Lutack, Ian		Valley	2016-17		Kiwanis Bowl, OCAD
Perez, Sandra		Valley	2016-17		Lead Counselor
Sanchez, Mayra		Valley	2016-17		GATE Site Coordinator
Henry, Elizabeth		Villa	2016-17		AVID Coordinator (sharing)
Nevarez, Deborah		Villa	2016-17		Lead Counselor

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - November 15, 2016

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
STIPENDS 2016-17 (Continued)					
Thatcher, Stephanie		Villa	2016-17		AVID Coordinator (sharing), GATE Site Coordinator
Crowe-Yrarrazaval, Kelly		Willard	2016-17		Lead Counselor
Pratt, Theodore		Willard	2016-17		AVID Coordinator
Weber, Michael		Willard	2016-17		GATE Site Coordinator
GRADE LEVEL LEADS 2016-17					
Avalos-Gurrola, Luz		Davis	2016-17		
Garner-Marcelo, Sonta		Davis	2016-17		
Matsuda, Maricela		Davis	2016-17		
Medina, Carolina		Davis	2016-17		
Perez, Laura		Davis	2016-17		
Torres, Vanessa		Davis	2016-17		
Chavez, Connie		Edison	2016-17		
Dascanio, Ana		Edison	2016-17		
Diaz, Diana		Edison	2016-17		
Henyan, Sharon		Edison	2016-17		
Perez, Maribel		Edison	2016-17		
Watkins, Adriana		Edison	2016-17		
Wiebe, Christine		Edison	2016-17		

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - November 15, 2016

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
GRADE LEVEL LEADS 2016-17 (Continued)					
Brainard, Laurin		Heninger	2016-17		
Feldman, Cory		Heninger	2016-17		
Gardea, Jesenia		Heninger	2016-17		
Guzman, Irene		Heninger	2016-17		
Knight, Sharon		Heninger	2016-17		
Moore, Melissa		Heninger	2016-17		
Rowan, Sehra		Heninger	2016-17		
Ward, Nahall		Heninger	2016-17		
Gartner, Brigitte		Hoover	2016-17		
Hoolihan, Kathleen		Hoover	2016-17		
Nunez, Miguel Jr.		Hoover	2016-17		
Ryan, Lisa		Hoover	2016-17		
Sentner, Carolyn		Hoover	2016-17		
Small, Lisa		Hoover	2016-17		
Smith, Michelle		Hoover	2016-17		
Germann, Sonya		King	2016-17		
Madruaga-Houghton, Edith		King	2016-17		
Morita, Pamela		King	2016-17		
Munoz, Amarilis		King	2016-17		
Rendon-Cardenas, Patricia		King	2016-17		
Valencia, Dorothy		King	2016-17		

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - November 15, 2016

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
GRADE LEVEL LEADS 2016-17 (Continued)					
Guerrero-Duenas, Maria		Lincoln	2016-17		
Martinez, Juliana		Lincoln	2016-17		
Mendoza, Stephanie		Lincoln	2016-17		
Quintero, Rebecca		Lincoln	2016-17		
Renzas, Ellen		Lincoln	2016-17		
Vique, Elaine		Lincoln	2016-17		
Yussof, Ismat		Lincoln	2016-17		
Aguilera, Oralia		Lowell	2016-17		
Clay, Martha		Lowell	2016-17		
Cuevas, Mario		Lowell	2016-17		
Obillo, Kevin		Lowell	2016-17		
Sanchez, Maria		Lowell	2016-17		
Valle, Olga		Lowell	2016-17		
Villa, Liza		Lowell	2016-17		
Angel, Ana		Martin	2016-17		
Gomez, Laura		Martin	2016-17		
Lemus, Maria		Martin	2016-17		
Mendoza, Fabiola		Martin	2016-17		
Morten, Jessica		Martin	2016-17		
Norwood, Tricia		Martin	2016-17		
Pappas, Mercedes		Martin	2016-17		

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - November 15, 2016

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
GRADE LEVEL LEADS 2016-17 (Continued)					
Colombo, Anna		Monroe	2016-17		
Gonzalez, Edward		Monroe	2016-17		
Gonzalez, Guadalupe		Monroe	2016-17		
Mejia-Bazulto, Raquel		Monroe	2016-17		
Nunez, Jessica		Monroe	2016-17		
Yost, Stephanie		Monroe	2016-17		
Castellanos, Krista		Muir	2016-17		
Castro, Edie		Muir	2016-17		
Childress, Allen		Muir	2016-17		
Rodriguez, Maria		Muir	2016-17		
Schurmer, Dawn		Muir	2016-17		
Walter, Pamela		Muir	2016-17		
Zamora, Esmeralda		Muir	2016-17		
Lee, Teresa		Romero-Cruz	2016-17		
Lundquist-Munoz, William		Romero-Cruz	2016-17		
Andersen, Sylvia		Santiago	2016-17		
Fernandez, Pablo		Santiago	2016-17		
Gensler, Marilyn		Santiago	2016-17		
Giorgio, Janelle		Santiago	2016-17		
McCoy, Steven		Santiago	2016-17		
Rose, Denise		Santiago	2016-17		

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - November 15, 2016

LAST NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
GRADE LEVEL LEADS 2016-17 (Continued)					
Weir, Jane		Santiago	2016-17		
Adolph, Robert		Walker	2016-17		
Barajas, Sonia		Walker	2016-17		
Botch, Karisa		Walker	2016-17		
Densberger, Alycia		Walker	2016-17		
Eggena, Marylou		Walker	2016-17		
Osorio, Patricia		Walker	2016-17		
Pelosi, Carol		Walker	2016-17		
Benavides, Yajahira		Wilson	2016-17		
Grewal, Susana		Wilson	2016-17		
Juarez, Crystal		Wilson	2016-17		
Katje Blue, Karen		Wilson	2016-17		
Leinen, Paula		Wilson	2016-17		
Montgomery-Kachkou, Margaret		Wilson	2016-17		
Morris, Zena		Wilson	2016-17		
ELEMENTARY STUDENT GOVERNMENT/COUNSEL ADVISOR 2016-17					
Esqueda, Edith		Edison	2016-17		
Gonzalez, Guadalupe		Monroe	2016-17		
Lamanuzzi, Sherri		Santiago	2016-17		
Su, Katy		Martin	2016-17		

CLASSIFIED PERSONNEL CALENDAR

**Personnel Calendar
Board Meeting - November 15, 2016**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
RESIGNATIONS						
Gomez, Breanne	Activity Supervisor	Segerstrom	October 4, 2016			Personal - 7 months
Hermosillo, Michelle Hernandez-Delgado, Ibeth	Activity Supervisor	Jefferson	October 20, 2016			Personal - 1 year, 11 months
Pomerantz, Carole	Activity Supervisor	Heroes	October 26,			Personal - 4 years, 7 months
Sambrano, Brandon	SSP Sp. Ed. Fd. Svc. Wkr.	Century Sierra	October 7, 2016 September 28, 2016			Correction of date Never worked
Suarez, Maria	Activity Supervisor	Carver	October 5, 2016			Personal - 5 years, 1 month
TERMINATION						
ID# 31018	Activity Supervisor	Lincoln	October 24, 2016			
ABSENCES (3 to 20 duty days) - Without Pay						
Morales, Brenda	Autism Paraprofessional	Special Ed.	October 10, 2016	November 8, 2016		Personal
Penaloza, Ruby	Site Clerk	Godinez	October 5, 2016	November 1, 2016		Personal
Romero, Laura	Autism Paraprofessional	Mitchell	November 1, 2016	November 9, 2016		Personal

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - November 15, 2016

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
LEAVES (21 duty days or more) - Without Pay						
Esquivel, Alejandra	Sch. Off. Asst. Sec.	Carr	October 15, 2016	December 16, 2016		Personal
Torres, Laura	Site Clerk	Wilson	January 17, 2017	June 5, 2017		Personal
NEW HIRES						
Alaman, Alvin	Activity Supervisor	Middle College	October 14, 2016		10/1	
Avendano-Avendano, Angelica	Activity Supervisor	Pio Pico	October 17, 2016		10/1	
Bright Brown, Tashel	SSP Sp. Ed.	Heninger	October 17, 2016		19/1	Probationary
Brown, Kristen	SSP Sp. Ed.	Santa Ana High	November 1, 2016		19/1	Probationary
Carranza, Antonio	Computer Tech.	Villa	October 25, 2016		28/1	Probationary
Cuchilla, Crystal	After School IP	After School Programs	October 24, 2016		16/1	Probationary
Danesh, Afsaneh	Licensed Vocational Nurse	PSS	October 24, 2016		24/1	Probationary
Gama, Karen	SSP Sp. Ed.	Esqueda	November 1, 2016		19/1	Probationary
Garcia, Maricruz	After School IP	After School Programs	October 17, 2016		16/1	Probationary
Gonzalez, Angelica	Activity Supervisor	Pio Pico	October 21, 2016		10/1	
Gonzalez, Xochitl	Activity Supervisor	Washington	October 17, 2016		10/1	
Gutierrez, Adriana	Activity Supervisor	Carver	October 24, 2016		10/1	
Gutierrez, Olga	Activity Supervisor	Pio Pico	October 17, 2016		10/1	

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - November 15, 2016

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
NEW HIRES (Continuation)						
La Curan, Anjeanette	Instr. Asst. Sev. Dis.	Transition Program	October 17, 2016		20/1	Probationary
Partida, Francisco	Activity Supervisor	Segerstrom	September 21, 2016		10/1	
Reach, Chenda	Licensed Vocational Nurse	PSS	October 24, 2016		24/1	Probationary
Romo, Jorge	Electrician II	Bldg. Svcs.	November 16, 2016		36/3	Probationary
Ruvalcaba Monjo, Laura	Activity Supervisor	Washington	October 17, 2016		10/1	
Salcedo, Eric	Custodian	Bldg. Svcs.	October 26, 2016		23/1 + Diff.	Probationary
Sanchez, Tisha	Printing Technician II	Publications	November 1, 2016		30/3	Probationary
Skibby, Bruce	SSP Sp. Ed.	Carr	November 2, 2016		19/1	Probationary
Tamayo, KevinPaul	Licensed Vocational Nurse	PSS	October 24, 2016		24/1	Probationary
Velez, Yesenia	Activity Supervisor	Middle College	October 19, 2016		10/1	
PROMOTIONAL APPOINTMENTS						
Calderon-Medrano, Vianney	Instr. Asst. Sev. Dis.	Mitchell	November 9, 2016		From 19/1 to 20/2	From SSP Sp. Ed.
Hoppe, Brittany	Head Start Teacher	ECE	October 31, 2016		From 10/6 to IIB	From Teacher's Aide
Macias, Susana	Instr. Asst. Sev. Dis.	Mendez	November 10, 2016		From 15/6 to 20/5	From Instr. Asst. Sp. Ed.

CLASSIFIED PERSONNEL CALENDAR

**Personnel Calendar
Board Meeting - November 15, 2016**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
PROMOTIONAL APPOINTMENTS (Continuation)						
Murillo-Bizarro, Tania	Site Coordinators	After School Programs	October 3, 2016		From 16/3 to \$25	From After School IP
Ruiz, Jazmine	Instr. Asst. DHH Work Trng.	Taft	November 7, 2016		From 19/2 to 20/3	From SSP Sp. Ed.
ADJUSTMENT OF WORKING ASSIGNMENTS						
Valdovinos, Silvia	Teacher's Aide	ECE	October 11, 2016		10/3	From Step 1
TEMPORARY REASSIGNMENTS						
Andrade, Santiago	Plant Custodian Int.	Bldg. Svcs.	August 26, 2016	October 26, 2016	32/3	
Cortez, Jim	Rv. Ld. Custodian	Bldg. Svcs.	October 17, 2016	October 31, 2016	28/3 + Diff.	
Gonzalez, Luixsana	Site Coordinator	Santiago	November 1, 2016	November 30, 2016	\$25	
Hill, Donald	Rv. Ld. Custodian	Bldg. Svcs.	October 1, 2016	October 31, 2016	28/5 + Diff.	
Nieto, Cesar	Rv. Ld. Custodian	Bldg. Svcs.	October 1, 2016	October 31, 2016	28/5 + Diff.	
Olivares Cervantes, Armando	Plant Custodian Elem.	Bldg. Svcs.	September 29, 2016	October 3, 2016	28/4	
Vega, Zami	Site Coordinator	Santiago	October 17, 2016	October 28, 2016	\$25	
Zaragoza, Alejandro	Plant Custodian HS	Bldg. Svcs.	October 17, 2016	October 21, 2016	35/1	
REASSIGNMENTS						
Aguilar, Edgardo	After School IP	Valley	October 25, 2016		16/2	From Carr

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - November 15, 2016

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
REASSIGNMENTS (Continuation)						
Amezola, Jazmin	SSP Sp. Ed.	King	November 10, 2016		19/1	From Valley
Keo, Wellindra	Ed. Research Data Support Spec.	Research & Evaluation	November 16, 2016		28/2	From Dept. Spec.
Marquez, Ileana	After School IP	Muir	September 28, 2016		16/1	From Washington
Ramirez, Maria E.	After School IP	Hoover	October 4, 2016		16/6	From Garfield
Rodriguez, Laura	Activity Supervisor	ECE	October 18, 2016		10/1	From Jackson
HOURLY APPOINTMENTS						
Alvarado, Jennifer	Instr. Asst. Provider	Century	October 21, 2016		16/1	
Blackwell, Robert	Instr. Asst. Provider	McFadden	October 24, 2016		16/1	
Castelan, Jovani	Instr. Asst. Provider	Spurgeon	October 26, 2016		16/1	
Freeman, Tara	Instr. Asst. Provider	Sierra	October 25, 2016		16/1	
Gurrola, Joseph	Instr. Asst. Provider	Century	October 24, 2016		16/1	
Gutierrez, Mayte	Instr. Asst. Provider	Lathrop	October 17, 2016		16/1	
Lopez Brito, Michel	Instr. Asst. Provider	Lathrop	October 14, 2016		16/1	
Martinez, Maria	Instr. Asst. Provider	Godinez	October 25, 2016		16/1	
Perez, Elizabeth	Instr. Asst. Provider	Muir	October 26, 2016		16/1	
Rivera, Jocelyn	Instr. Asst. Provider	MacArthur	October 24, 2016		16/1	
Sandoval, Janelle	Instr. Asst. Provider	Saddleback	October 17, 2016		16/1	
Solano, Dianna	Instr. Asst. Provider	Carr	October 24, 2016		16/1	

AGENDA ITEM BACKUP SHEET
November 15, 2016

Board Meeting

TITLE: **Public Disclosure of Tentative Agreement with Santa Ana School Police Officers Association (SASPOA)**

ITEM: **Public Hearing**

SUBMITTED BY: **Tina Douglas, Assistant Superintendent, Business Services**

PREPARED BY: **Swandayani Singgih, Director, Budget**

BACKGROUND INFORMATION:

The purpose of this agenda is to conduct a public hearing for the Tentative Agreement reached with the Santa Ana School Police Officers Association. This agreement culminates a process that allowed both parties to address contractual concerns as listed in their respective initial proposals.

RATIONALE:

Under the provisions of Government Code Section 3547.5, local educational agencies are required to publicly disclose the provisions of all collectively-bargained agreements before entering into a written agreement.

In accordance with AB 1200 certification requirements, a copy of this Disclosure was filed and approved by OCDE. County Office approval is required prior to acceptance and approval by the local Board of Education. Under AB 2756/1200, the Superintendent and Chief Business Official are required to certify that costs incurred under the Tentative Agreement with the Santa Ana School Police Officers Association can be met during the term of agreement.

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

FUNDING:

Not Applicable

RECOMMENDATION:

For information only.

PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449

Name of School District: **SANTA ANA UNIFIED SCHOOL DISTRICT**
Name of Bargaining Unit: **Santa Ana School Police Officers Association (SASPOA)**
Certificated, Classified, Other: **Classified**

The proposed agreement covers the period beginning: **July 1, 2016** and ending: **June 30, 2017**
(date) (date)

The Governing Board will act upon this agreement on: **December 13, 2016**
(date)

A. Proposed Change in Compensation

Compensation	Annual Cost Prior to Proposed Agreement FY 2016-17	Fiscal Impact of Proposed Agreement		
		Year 1 Increase/(Decrease) FY 2016-17	Year 2 Increase/(Decrease) FY 2017-18	Year 3 Increase/(Decrease) FY 2018-19
1 Salary Schedule Increase (Decrease):	\$ 613,324	\$ 35,708	\$ 35,708	\$ 35,708
		5.82%	5.82%	5.82%
2 Step and Column Increase : Addition of step 7	\$ 797,340	\$ 80,412	\$ 80,412	\$ 80,412
		10.09%	10.09%	10.09%
3 Other Compensation - Stipends of \$1000 per year for the replacement, cleaning, and repair of the uniform / equipment	\$ -	\$ 19,000	\$ 19,000	\$ 19,000
Description of other compensation: Life insurance policy of \$100,000 for each SASPOA member, an increase from \$40,000	\$ 901	\$ 1,456	\$ 1,456	\$ 1,456
4 Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare etc.	\$ 389,061	\$ 45,644	\$ 45,644	\$ 45,644
	0	11.73%	11.73%	11.73%
5 Health/Welfare Plans: District shall absorb all increased H/W costs for SASPOA members for 2016-17	\$ 256,604	\$ 1,139	\$ 1,139	\$ 1,139
		0.44%	0.44%	0.44%
6 Total Compensation - Increase (Decrease) (Total Lines 1-5)	\$ 2,057,230	\$ 183,359	\$ 183,359	\$ 183,359
7 Total Number of Represented Employees (Use FTEs if appropriate)	19.00			
8 Total Compensation Average Cost per Employee	\$ 108,275	n/a	n/a	n/a
		0.00%	0.00%	0.00%

9. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

The District and SASPOA agreed to a five percent restructure of the salary schedule, retroactive to July 1, 2016.

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

Yes, step 7 was added to the salary schedule. SASPOA members who have been on step 6 for one or more years shall be placed on step 7.

11. Please include comments and explanations as necessary.

The SAUSD and SASPOA Tentative Agreement will increase the District's annual operating cost by approximately \$183,359. The cost breakdowns are as follows:

- 1. Reclassification of Salary Schedule: \$155,346 including statutory benefits;**
- 2. Uniform/Equipment allowance of \$1,000 per year for each SASPOA member for the purpose of replacement, cleaning and repair totaling up to \$25,418 including statutory benefits;**
- 3. Health Benefits (the District will absorb all of the increased health benefits costs): \$1,139**
- 4. Life Insurance Policy (an increase from \$40,000 to \$100,000): \$1,456**

In addition, the District shall pay the full cost of a year of health club membership chosen by the District for each unit member. The membership cost will be paid with the District's Wellness funds.

All hours worked on holidays shall be compensated at the unit member's regular rate of pay plus two times the unit member's regular rate of pay.

If work is performed on a Saturday or Sunday that is preceded by a Friday holiday or immediately followed by a Monday holiday, the unit member shall receive double the unit member's regular rate of pay.

12. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes No

If yes, please describe the cap amount.

Please see the attached Article 11.0 - Employee Benefits

- B. Proposed Negotiated Changes in Noncompensation Items (i.e., class size adjustments, staff development Increase : From step 6 to step 7**

- 1. The District shall provide every newly hired officer the following:**

- One Class A shirt and trouser**
- Two Class B shirts and trousers**
- Jacket**
- Duty belt (Sam Browne) with holster and weapon, two magazine ammunition pouches, handcuff/case, O.C. spray/case, baton/baton holder, radio pac set holder and 4 keepers**

2. The District and SASPOA agree to develop and implement a Body Camera Policy no later than 30 days following ratification of this agreement

- 3. Clean-up language:**

- a. Article 3.3.6.1**
- b. Article 4.8.1**
- c. Article 11.0**

- C. What are the specific impacts on instructional and support programs to accommodate the settlement?**

Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

N/A

- D. What contingency language is included in the proposed agreement?** Include specific areas identified reopeners, applicable fiscal years, and specific contingency language.

Health Club Membership: Failure of the unit member to pass the fitness examination shall not be grounds for discipline in itself, but shall be grounds for the District to not pay for the health club membership for the following year. District decisions regarding this section of the collective bargaining agreement shall not be grievable.

- E. Will this agreement create, increase or decrease deficit financing in the current or subsequent year(s)** "Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenue and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

No.

- F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**

N/A

- G. Source of Funding for Proposed Agreement**

1. Current Year

General Fund

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

It will be funded with ongoing revenue plus new revenue for that year as well as the reprioritization of funding allocations.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

Enter Bargaining Unit: **Santa Ana School Police Officers Association (SASPOA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (9/13/2016)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ 514,365,662	\$ -	\$ -	\$ 514,365,662
Remaining Revenues (8100-8799)	\$ 13,893,670	\$ -	\$ -	\$ 13,893,670
TOTAL REVENUES	\$ 528,259,332	\$ -	\$ -	\$ 528,259,332
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 212,955,923	\$ -	\$ -	\$ 212,955,923
Classified Salaries (2000-2999)	\$ 56,999,173	\$ 135,120	\$ -	\$ 57,134,293
Employee Benefits (3000-3999)	\$ 90,897,027	\$ 48,239	\$ -	\$ 90,945,265
Books and Supplies (4000-4999)	\$ 18,435,620	\$ -	\$ -	\$ 18,435,620
Services, Other Operating Expenses (5000-5999)	\$ 51,700,906	\$ -	\$ -	\$ 51,700,906
Capital Outlay (6000-6599)	\$ 654,232	\$ -	\$ -	\$ 654,232
Other Outgo (7100-7299) (7400-7499)	\$ 2,666,922	\$ -	\$ -	\$ 2,666,922
Direct Support/Indirect Cost (7300-7399)	\$ (5,671,015)	\$ -	\$ -	\$ (5,671,015)
Other Adjustments				
TOTAL EXPENDITURES	\$ 428,638,786	\$ 183,359	\$ -	\$ 428,822,145
OPERATING SURPLUS (DEFICIT)	\$ 99,620,546	\$ (183,359)	\$ -	\$ 99,437,187
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 6,828,416	\$ -	\$ -	\$ 6,828,416
CONTRIBUTIONS (8980-8999)	\$ (81,820,350)	\$ -	\$ -	\$ (81,820,350)
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 10,971,780	\$ (183,359)	\$ *	\$ 10,788,421
BEGINNING BALANCE	\$ 71,177,068			\$ 71,177,068
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
CURRENT-YEAR ENDING BALANCE	\$ 82,148,848	\$ -	\$ -	\$ 81,965,489
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 1,170,000	\$ -	\$ -	\$ 1,170,000
Restricted Reserves (9740)	\$ -	\$ -	\$ -	\$ -
Stabilization Arrangements (9750)	\$ 8,047,582	\$ -	\$ -	\$ 8,047,582
	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 60,273,467	\$ 187,026	\$ -	\$ 60,086,441
Reserve for Economic Uncertainties (9789)	\$ 12,657,799	\$ 3,667	\$ -	\$ 12,661,467
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -	\$ -

* Please see question on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

Enter Bargaining Unit: **Santa Ana School Police Officers Association (SASPOA)**

	Column 1 Latest Board- Approved Budget Before Settlement (9/13/2016)	Column 2 Adjustments as a Result of Settlement	Column 3 Other Revisions	Column 4 Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ 115,425,850	\$ -	\$ -	\$ 115,425,850
TOTAL REVENUES	\$ 115,425,850	\$ -	\$ -	\$ 115,425,850
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 60,391,163	\$ -	\$ -	\$ 60,391,163
Classified Salaries (2000-2999)	\$ 36,378,491	\$ -	\$ -	\$ 36,378,491
Employee Benefits (3000-3999)	\$ 58,140,119	\$ -	\$ -	\$ 58,140,119
Books and Supplies (4000-4999)	\$ 16,268,781	\$ -	\$ -	\$ 16,268,781
Services, Other Operating Expenses (5000-5999)	\$ 15,364,000	\$ -	\$ -	\$ 15,364,000
Capital Outlay (6000-6599)	\$ 4,302,595	\$ -	\$ -	\$ 4,302,595
Other Outgo (7100-7299) (7400-7499)	\$ 2,925,537	\$ -	\$ -	\$ 2,925,537
Direct Support/Indirect Cost (7300-7399)	\$ 3,652,081	\$ -	\$ -	\$ 3,652,081
Other Adjustments				
TOTAL EXPENDITURES	\$ 197,422,766	\$ -	\$ -	\$ 197,422,766
OPERATING SURPLUS (DEFICIT)	\$ (81,996,915)	\$ -	\$ -	\$ (81,996,915)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ 81,820,350	\$ -	\$ -	\$ 81,820,350
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (176,566)	\$ -	\$ -	\$ (176,566)
BEGINNING BALANCE	\$ 14,492,860			\$ 14,492,860
Prior-Year Adjustments/Restatements (9793/9795)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
CURRENT-YEAR ENDING BALANCE	\$ 14,316,294	\$ -	\$ -	\$ 14,316,294
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ -	\$ -	\$ -	\$ -
Restricted Reserves (9740)	\$ 14,316,294	\$ -	\$ -	\$ 14,316,294
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties (9789)	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -	\$ -

* Please see question on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

Enter Bargaining Unit: **Santa Ana School Police Officers Association (SASPOA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (9/13/2016)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ 514,365,662	\$ -	\$ -	\$ 514,365,662
Remaining Revenues (8100-8799)	\$ 129,319,521	\$ -	\$ -	\$ 129,319,521
TOTAL REVENUES	\$ 643,685,182	\$ -	\$ -	\$ 643,685,182
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 273,347,086	\$ -	\$ -	\$ 273,347,086
Classified Salaries (2000-2999)	\$ 93,377,664	\$ 135,120	\$ -	\$ 93,512,784
Employee Benefits (3000-3999)	\$ 149,037,145	\$ 48,239	\$ -	\$ 149,085,384
Books and Supplies (4000-4999)	\$ 34,704,400	\$ -	\$ -	\$ 34,704,400
Services, Other Operating Expenses (5000-5999)	\$ 67,064,905	\$ -	\$ -	\$ 67,064,905
Capital Outlay (6000-6599)	\$ 4,956,827	\$ -	\$ -	\$ 4,956,827
Other Outgo (7100-7299) (7400-7499)	\$ 5,592,459	\$ -	\$ -	\$ 5,592,459
Direct Support/Indirect Cost (7300-7399)	\$ (2,018,934)	\$ -	\$ -	\$ (2,018,934)
Other Adjustments				
TOTAL EXPENDITURES	\$ 626,061,552	\$ 183,359	\$ -	\$ 626,244,911
OPERATING SURPLUS (DEFICIT)	\$ 17,623,630	\$ (183,359)	\$ -	\$ 17,440,272
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 6,828,416	\$ -	\$ -	\$ 6,828,416
CONTRIBUTIONS (8980-8999)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 10,795,214	\$ (183,359)	\$ -	\$ 10,611,856
BEGINNING BALANCE	\$ 85,669,927			\$ 85,669,927
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
CURRENT-YEAR ENDING BALANCE	\$ 96,465,142	\$ (183,359)	\$ -	\$ 96,281,783
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 1,170,000	\$ -	\$ -	\$ 1,170,000
Restricted Reserves (9740)	\$ 14,316,294	\$ -	\$ -	\$ 14,316,294
Stabilization Arrangements (9750)	\$ 8,047,582	\$ -	\$ -	\$ 8,047,582
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 60,273,467	\$ 187,026	\$ -	\$ 60,086,441
Reserve for Economic Uncertainties (9789)	\$ 12,657,799	\$ 3,667	\$ -	\$ 12,661,467
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -	\$ -

* Please see question on page 7.

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund

Enter Bargaining Unit: **Santa Ana School Police Officers Association (SASPOA)**

	2016-17	2017-18	2018-19
	Total July 1 Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
Revenue Limit Sources (8010-8099)	\$ 514,365,662	\$ 514,292,779	\$ 518,007,578
Remaining Revenues (8100-8799)	\$ 129,319,521	\$ 124,163,570	\$ 123,628,022
TOTAL REVENUES	\$ 643,685,182	\$ 638,456,348	\$ 641,635,600
EXPENDITURES			
Certificated Salaries (1000-1999)	\$ 273,347,086	\$ 270,990,752	\$ 270,136,685
Classified Salaries (2000-2999)	\$ 93,512,784	\$ 93,746,228	\$ 93,952,810
Employee Benefits (3000-3999)	\$ 149,085,384	\$ 157,901,153	\$ 167,302,871
Books and Supplies (4000-4999)	\$ 34,704,400	\$ 31,380,487	\$ 30,402,175
Services, Other Operating Expenses (5000-5999)	\$ 67,064,905	\$ 57,918,530	\$ 58,990,905
Capital Outlay (6000-6999)	\$ 4,956,827	\$ 4,956,827	\$ 4,956,827
Other Outgo (7100-7299) (7400-7499)	\$ 5,592,459	\$ 5,592,459	\$ 5,592,459
Direct Support/Indirect Cost (7300-7399)	\$ (2,018,934)	\$ (2,018,934)	\$ (2,018,934)
Other Adjustments			
TOTAL EXPENDITURES	\$ 626,244,911	\$ 620,467,501	\$ 629,315,797
OPERATING SURPLUS (DEFICIT)	\$ 17,440,272	\$ 17,988,847	\$ 12,319,803
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 6,828,416	\$ 6,367,704	\$ 6,407,668
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 10,611,856	\$ 11,621,143	\$ 5,912,135
BEGINNING BALANCE	\$ 85,669,927	\$ 96,281,783	\$ 107,902,927
CURRENT-YEAR ENDING BALANCE	\$ 96,281,783	\$ 107,902,927	\$ 113,815,061
COMPONENTS OF ENDING BALANCE:			
Reserve for Economic Uncertainties (9789)	\$ -	\$ -	\$ -
Nonspendable Reserves (9711-9719)	\$ 1,170,000	\$ 1,170,000	\$ 1,170,000
Restricted Reserves (9740)	\$ 14,316,294	\$ 10,193,306	\$ 6,926,746
Stabilization Arrangements (9750)	\$ 8,047,582	\$ 8,047,582	\$ 8,047,582
Other Commitments (9760)	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 60,086,441	\$ 75,955,335	\$ 84,956,264
Reserve for Economic Uncertainties (9789)	\$ 12,661,467	\$ 12,536,704	\$ 12,714,469
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -

J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2016-17	2017-18	2018-19
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 633,073,327	\$ 626,835,205	\$ 635,723,465
b.	State Standard Minimum Reserve Percentage for this District enter percentage:	2.00%	2.00%	2.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR \$50,000	\$ 12,661,467	\$ 12,536,704	\$ 12,714,469

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Stabilization Arrangements (9750)	\$ 8,047,582	\$ 8,047,582	\$ 8,047,582
b.	General Fund Budgeted Unrestricted Reserve for Economic Uncertainties (9789)	\$ 12,661,467	\$ 12,536,704	\$ 12,714,469
c.	General Fund Budgeted Unrestricted Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -
d.	General Fund Negative Ending Balances in Restricted Resources	\$ -	\$ -	\$ -
e.	Special Reserve Fund (Fund 17) Budgeted Stabilization Arrangements (9750)	\$ -	\$ -	\$ -
f.	Special Reserve Fund (Fund 17) Budgeted Reserve for Economic Uncertainties (9789)	\$ -	\$ -	\$ -
g.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -
h.	Total Available Reserves	\$ 20,709,048	\$ 20,584,286	\$ 20,762,051
i.	Total Available Reserves Percentage	3.27%	3.28%	3.27%

3. Do unrestricted reserves meet the state minimum reserve amount?

2016-17	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2017-18	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2018-19	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

4. If no, how do you plan to restore your reserves?

5. If the total amount of the adjustment in Column 2 on Page 4 does not agree with the amount of the Compensation Increase in Section A, Line 5, Page 1 (i.e., increase was partially budgeted), explain the variance below:

6. Please include any additional comments and explanations of Page 4 as necessary:

L. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

District Superintendent (or Designee)
(Signature)

Date

President or Clerk of Governing Board
(Signature)

Date

Swandayani Singgih
Contact Person

(714) 558-5895
Phone

SAUSD/SASPOA TENTATIVE AGREEMENT

10/24/16

The District and SASPOA agree to the following reclassified Salary schedule, retro to July 1, 2016: (progression on salary schedule shall be effective on anniversary date)

SANTA ANA SCHOOL POLICE OFFICERS ASSOCIATION

GRADE	Base Salary Monthly	Hourly	Basic 4% Monthly	Hourly	Intermediate 8% Monthly	Hourly	Advance 12% Monthly	Hourly
40/1 (SASPOA 1)	4862	28.938	5056	30.095	5250	31.253	5445	32.41
40/2 (SASPOA 2)	5102	30.369	5306	31.584	5510	32.798	5714	34.01
40/3 (SASPOA 3)	5358	31.894	5572	33.170	5787	34.445	6001	35.72
40/4 (SASPOA 4)	5625	33.481	5850	34.821	6075	36.160	6300	37.50
40/5 (SASPOA 5)	5910	35.181	6147	36.589	6383	37.996	6620	39.40
40/6 (SASPOA 6)	6203	36.925	6452	38.402	6700	39.879	6948	41.36
40/7(new step) (SASPOA 7)	6514	38.771	6774	40.322	7035	41.873	7295	43.42

- 1) **BENEFITS:** The District shall absorb all increased health benefits costs for SASPOA members for the 2016-17 school year. The increased benefits costs covered by the District for all SASPOA members for the 2016-17 plan year shall be considered as part of a total compensation package offered by the District for the 2016-17 school year.

A) Article 11: EMPLOYEE BENEFITS –Changes (attached)

- 2) 4.1.1.2 Uniform / Equipment Allowance: (Manny provided)

The District shall provide every newly hired officer the following uniforms and equipment which includes:

- One Class A shirt and trouser
- Two Class B shirts and trousers
- Jacket

- Duty belt (Sam Browne) with holster and weapon, two magazine ammunition pouch, handcuff / case, O.C. Spray / case, baton / baton holder, radio pac set holder and 4 keepers

Thereafter, every officer shall receive a uniform / equipment allowance of \$1,000 per year for the purpose of replacement, cleaning and repair. The \$1,000 uniform allowance shall be paid during the month of December.

*NOTE: The District makes no representation as to whether *Classic (*defined as a current CALPERS members who were active prior to 1/1/13 or individuals from reciprocal agencies who were active prior to 1/1/13) pension members Uniform Allowance payments by the District is considered by PER5 to be compensation for retirement purposes. For *Unit members hired on January- 1, 2013 (new member as defined as new hires who are brought into CALPERS membership for the first time on or after 1/1/13., and who have no prior membership in any CA public retirement system) and thereafter the Uniform Allowance payments by the District shall not be considered as compensation for retirement purposes.*

3) Holidays

8.2.1.1 All hours worked on holidays shall be compensated at the unit member's regular rate of pay plus two times the unit member's regular rate of pay.

- a. If work is performed on a Saturday or Sunday that is preceded by a Friday holiday or immediately followed by a Monday holiday, the unit member shall receive double the unit member's regular rate of pay. The holidays considered in this section are those stipulated in Article 8, Section 8.2.1.

4) Employee Benefits:

11.1.1 a The District shall provide each individual fulltime officer a District paid Life Insurance Policy of \$100,000.

5) Health Club Membership:

The District shall pay the full cost of a year of health club membership of the District's choosing for each unit member.

The unit member shall be required to pass the California POST fitness examination at any time during the first week prior to the start of the school year in order for the District to pay the unit member's fees for the following year.

Failure of the unit member to pass the fitness examination shall not be grounds for discipline in itself, but shall be grounds for the District to not to pay for the health club membership for the following year.

District decisions regarding this section of the collective bargaining agreement shall not be grievable

6) Agreement on Body Camera Policy

The District and SASPOA agree to develop and implement a Body Camera Policy no later than 30 days following ratification of this agreement.

CLEAN-UP Language:

3.3.6.1.

~~Police officer(s) normally scheduled and assigned to patrol shall be given priority and scheduled to work all District approved holidays if the holiday falls on a regular schedule work day for the patrol officer.~~ **Officers assigned to work a patrol shift on a holiday shall have first right of refusal for the overtime.** Unless otherwise approved by School Police Administration no more than two (2) patrol officers shall be assigned during holiday periods. Should the normally scheduled patrol officer(s) decline to work the holiday shift, then the Police Administration shall offer the holiday shift to all police officers in order of seniority from the most senior to the least senior. If there are no police officers willing to accept the holiday shift, the holiday shift would then be offered to sergeants. If there are no officers or sergeants will to accept to work the holiday, the least senior officer(s) shall be assigned to work the shift.

4.8 Date of Employment/Anniversary Date:

4.8.1 The date of employment & anniversary date shall be considered the first day of paid status. This date shall be used to determine seniority status and shall also be used to determine applicable annual step increases.

SASPOA ARTICLE 11.0 EMPLOYEE BENEFITS-Changes

(PG 36 OF 56)

11.2.3 The District shall designate a separate health benefits sub-fund(s)/reserve fund(s) ~~(67-69 and 71-74)~~ to account for the purpose of all revenues, and expenses, and reserves related to the health benefits programs listed in 11.4.1.

11.2.4 Each year, no later than ninety (90) calendar days before the end of the health benefits plan year (i.e. March 30th of a fiscal health benefits plan year), an actuarial analysis shall be completed by the HBA's health benefits consultant.

~~The analysis shall reflect renewal rates/expected costs/savings for the following year based on a composite percentage increase/decrease per enrollee multiplied by the number of enrollees in the plan at the time of the actuarial analysis using current plan designs. Proposed provider increases/decreases shall be presented to the Health Benefits Authority on or before seventy-five (75) calendar days prior to the end of the health benefits plan year (i.e. April 15th of a fiscal health benefits plan year).~~

A. The annual actuarial analysis shall include the following elements:

1. Utilization
2. Medical trend
3. Experience
4. SAUSD plan document

B. ~~If the District's existing health benefits plan year's per enrollee premium/costs is greater than the proposed premium/cost, The Health Benefits Authority shall address any excess health benefits funds- plan increases (i.e. through plan design modifications, etc.) prior to open enrollment. If these excess funds exceed the value of two (2) months of health benefits costs, then those excess funds over the value of the two (2) months shall be made available for health benefits related negotiations.~~

C. ~~If the District's existing health benefits plan year's per enrollee premium/costs level does not cover the proposed increase in premium/costs, the Health Benefits Authority shall, prior to open enrollment, take action to implement or change one or more of the following:~~

- ~~1. Plan modifications~~

~~2. Allocated excess funds from the health benefits sub-fund reserves to offset increased costs; the allocation shall not exceed 75% of the increased cost.~~

- D. In the event that plan modification(s) are insufficient to cover the entire increased premium/costs, the remaining increases/costs shall be referred to the Collective Bargaining process to determine how remaining increases/costs shall be allocated.
- E. The Health Benefits Authority may make health benefits plan design adjustments when needed during the health benefits plan year. Open enrollment opportunities shall be provided to allow unit members to change plans.

(PG 38 of 56)

4 If the vote (11.4.5.A2) is a 1-1 tie:

- a. Either side may request mediation.
 - b. If an agreement cannot be reached within ~~one hundred twenty (120)~~ **sixty (60)** calendar days after ~~before the beginning of the new health benefits plan fiscal year (i.e. November July 1st of the fiscal health benefits plan year),~~ District and SASPOA unit members/enrollees shall equally split the increased SASPOA ~~proportion of the costs/shortfall in health benefits funding retroactive to the first day of the new health benefits plan year~~ District paying 50% of the shortfall; SASPOA unit members/enrollees paying 50% of the shortfall). The 50%-50% shortfall split shall be applied to the unblended rate increases at the tier level. ~~Rate increases that stay in effect shall be referred to the Collective Bargaining process to determine how the increase shall be allocated.~~
5. Meetings of the Health Benefits Authority shall be open and public, with agendas and minutes made available on line.
6. Meetings shall be chaired by a voting member of the HBA. The chair shall be appointed and rotate annually between the District and each participating labor group. ~~The District and each participating labor~~

~~group shall appoint an Assistant Chair annually. SASPOA shall appoint the chair for the 2013-2014 school year.~~

7. Meetings shall be conducted using Robert's Rules of Order and an annual review/training of Robert's Rules of Order shall be held.
8. ~~To ensure order and efficiency, bylaws and/or stranding rules shall be developed, adhered to, reviewed, and modified as needed by the HBA.~~

(PG 39 OF 56)

11.2.7

The benefits provided during retirement will be the same as, or comparable to, those provided to active employees at that same time (excluding life insurance) ~~(i.e., benefits provided retirees on May 3, 2002, shall be the same or comparable to those benefits provided active employees on May 3, 2002).~~ The Health Benefits Authority (HBA) shall determine comparability.

AGENDA ITEM BACKUP SHEET
November 15, 2016

Board Meeting

TITLE: Local Control Accountability Plan Data Report for 2016-17 School Year

ITEM: Presentation

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to present annual data information to the Board regarding the Local Control Accountability Plan (LCAP) for the 2016-17 school year.

RATIONALE:

Staff will provide the Board with a data overview of the LCAP's action plan strategies and resources Goal 1: Student Learning Outcomes, Goal 2: Engagement, and Goal 3: Conditions of Learning for the 2016-17 school year.

FUNDING:

No Fiscal Impact

RECOMMENDATION:

For informational purposes.



LOCAL CONTROL AND ACCOUNTABILITY PLAN (LCAP)

Metrics

Board of Education Meeting

November 15, 2016

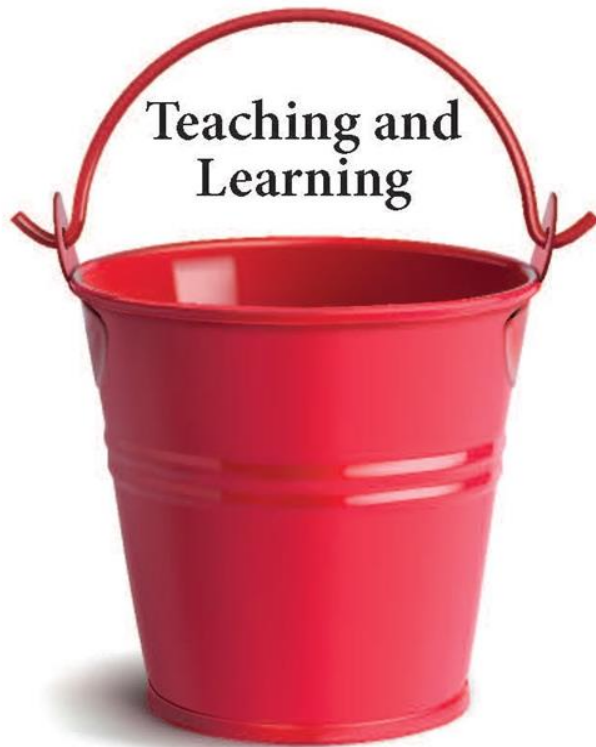
Lucinda Pueblos, Assistant Superintendent
School Performance and Culture

Tran Keys, Ph.D., Executive Director
Research and Evaluation

LCAP Theory of Action



Three Buckets



Goal 1: Teaching and Learning

A young man with glasses and a grey hoodie is sitting at a desk in a classroom, focused on writing in a notebook with a green pen. He has white earbuds in his ears. In the foreground, there is a white binder with a green and purple label. To his right, a black chair with the word 'SCIENCE' printed on it is visible. The background shows other students and a bulletin board with various papers pinned to it.

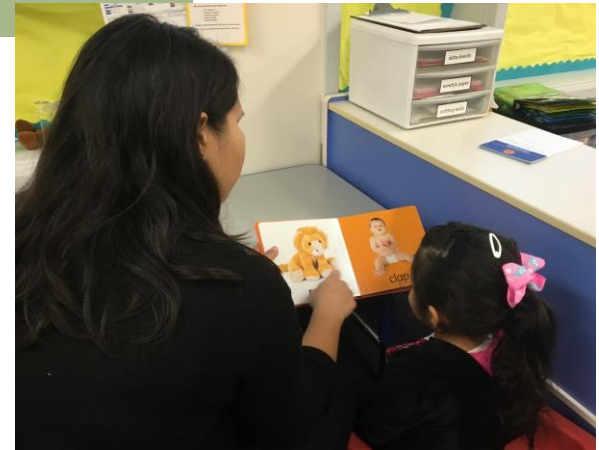
Early Literacy-3rd grade foundational skills

2014-15
Results
(Baseline)

31.6%
(1295/4097)

2015-16
Results

35.3%
(1374/3897)



Actions

- Expanded Systematic Instruction in Phonological Awareness, Phonics and Sight Words (SIPPS) to fourteen schools and eight have extended it to grade 3.
- Introduced SIPPS Plus at elementary schools for intervention for students in grades 4 & 5 needing additional support.
- Provided coaches to support teachers in the classroom with small group reading instructions.
- Implemented Adolescent Solutions literacy professional development at grade 6 at all intermediate and K-8 schools.

Algebra Readiness (9th)

2014-15 Results (Baseline)	2015-16 Results	2016-17 Results
32.3% (993/3071)	35.9% (1291/3600)	33.0% (1165/3532)

Algebra Proficiency (10th)

2014-15 Results (Baseline)	2015-16 Results	2016-17 Results
32.0% (893/2790)	29.1% (1059/3636)	28.4% (1023/3598)

NWEA - MAP Assessments Fall



Actions

- Implemented a Math Instructional Materials Committee to review, pilot, and recommend to the Board new Standards-Based instructional materials in mathematics for adoption this year and implementation for the 2017-18 school year.
- Continue professional learning on new standards and instructional shifts in grades K-2 and on the California Math Framework.
- Expansion of Agile Mind's Intensified Algebra curriculum in grade 9 and Academic Youth Development in intermediate school math classes.
- Review math placement criteria to ensure that students are placed accurately and receive support when necessary.

EL Redesignation

2013-14
Results

61.3%
(11,542/18,824)

2014-15
Results

62.1%
(12,034/19,389)

EL Proficiency

2013-14
Results

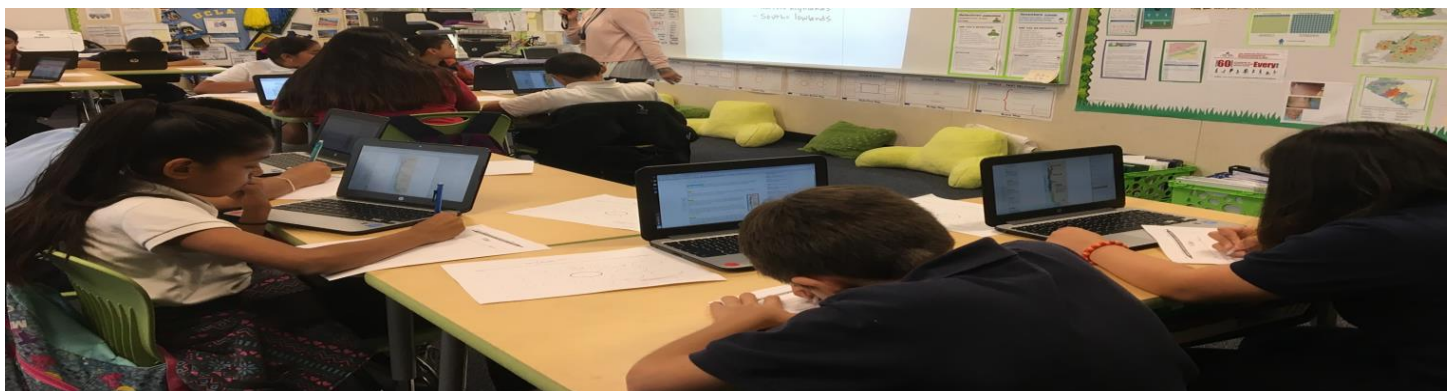
53.6%
(11,741/21,924)

2014-15
Results

54.0%
(11,528/21,341)

Actions

- Provide coaching to support teachers in the classroom with ELD instruction.
- Implemented professional-learning module on the ELD standards and instruction at all schools.
- Implemented an ELD instructional-review committee to review and pilot new ELD instructional materials aligned to the new State Standards.
- Utilize additional resources to provide increased learning time to address English Learner support for English acquisition.



A-G Course Completion

2011-12 Results	2012-13 Results	2013-14 Results	2014-15 Results
31.1% (1,034/3,323)	37.2% (1,243/3,345)	40.2% (1,377/3,422)	41.9% (1,383/3,304)



Actions

- Implement Equal Opportunity Audit (EOA) action plan developed by district-wide committee.
- Monitor high school master schedules and student grades to ensure access and success in A-G approved courses.
- Continue to revise District coursework to meet A-G eligibility, e.g. CTE courses.
- Ensure that all credit recovery opportunities support students needs to meet A-G eligibility goals.
- Use California Colleges Guidance Initiative (CCGI) to ensure each student has a four-year plan with emphasis on completing high school coursework in preparation for matriculation to a four-year college.

AP Course Access

2012-13 Results	2013-14 Results	2014-15 Results	2015-16 Results
19.7% (2909/14760)	21.0% (3045/14476)	23.9% (3389/14202)	27.5% (3880/14087)

AP Passage

2014-15 Results	2015-16 Results
39.1% (1272/3256)	38.2% (1419/3717)

Actions

- Extended the Equal Opportunity Schools (EOS) agreement to inform, identify, and recruit students to enroll in Advanced Placement coursework and prepare them more effectively to pass the AP exam.
- Implemented AP District-wide teacher committees, by course, to identify and address pass rate barriers.
- Provided AP summer boot camp enrichment to better prepare students for the rigorous curriculum prior to enrollment.



Goal 2: Engagement



Attendance

2013-14 Results	2014-15 Results	2015-16 Results
96.5%	96.6%	96.9%

Actions

- Continue to develop district-wide actions to reach out to families about the importance of attending school daily.
- Hire a new community worker to support attendance, to focus on support of students exhibiting attendance difficulties utilizing tiered approach.
- Establish intentional rosters of students in the 11 and 12 grades experiencing academic and attendance difficulties to enhance student engagement and prevent dropout.
- Expand SARB and incorporate PBIS/RP approach to working with students and families.
- Expanded “What I Need” (WIN) program to 52 schools this year to improve attendance and recover learning time.



Extracurricular Participation

	2014-15 Results	2015-16 Results
MS	34% (1928/5658)	46% (4644/10207)
HS	33% (1300/3876)	50% (5885/11792)

Access to Technology

	2014-15 Results	2015-16 Results
Students to New Technology	2.1 to 1	1.1 to 1
Students to Mobile Devices	--	1.86 to 1 (Baseline)

Actions

- Expanded Engage 360 program at all schools to increase extracurricular participation at the elementary level.
- Expanded Intramural Athletics at small high schools and intermediate schools to engage more students.
- Initiated intermediate speech and debate clubs with work toward expansion at high schools in the fall.
- Implemented 1:1 device this school year in grades 3-12 with plans to renew devices at grades 3, 6, and 9 each year.

A close-up photograph of two young girls smiling and hugging. The girl on the left is wearing a white collared shirt and has a green earring. The girl on the right is wearing a blue collared shirt. The background is bright and slightly blurred, suggesting an outdoor setting. A semi-transparent green rectangular box is overlaid on the upper part of the image, containing the text 'Goal 3: Safety and Climate'.

Goal 3: Safety and Climate

California Healthy Kids Survey—Safety

	2012-13 Results	2013-14 Results	2014-15 Results	2015-16 Results
Grade 5	76% n=2,575	75% n=2,516	74% n=2,815	77% n=3,037
Grade 7	59% n=1,979	62% n=2,401	64% n=3,254	67% n=2,548
Grade 9	64% n=2,280	64% n=1,638	64% n=3,082	60% n=2,761
Grade 11	66% n=2,301	67% n=1,446	65% n=2,248	63% n=2,373
Non-traditional	55% n=230	69% n=464	61% n=121	66% n=121

Actions

- Continue to support expansion of PBIS implementation and Restorative Strategies.
- Increase the number of interventions available to support specific needs of students.
- Continue to provide mental health support for children in need.
- Revisit and revise high school programs to ensure students feel safe in schools.

California School Parent Survey—Safety

2012-13 Results	2013-14 Results	2014-15 Results	2015-16 Results
88% n=7,810	90% n=7,075	65% n=9,057	93% n=15,965

California School Climate (Staff) Survey—Safety

2012-13 Results	2013-14 Results	2014-15 Results	2015-16 Results
86% n=2,398	90% n=2,689	89% n=2,106	89% n=2,563

Actions

- Continue to provide support for PBIS and Restorative Strategies to keep schools safe.
- Expand educational opportunities for parents and guardians.
- Increase opportunity for parents to engage in and have a voice in school improvement.
- Ensure all staff members have a voice in school improvement goals and actions.



Student Suspension Rate

2011-12	2012-13	2013-14	2014-15	2015-16
7.4%	5.1%	4.5%	3.6%	3.0%
(4138/55793)	(2827/55743)	(2502/55448)	(1979/54459)	(1509/49741)

Actions

- Expand PBIS and Restorative Strategies training at all schools to include classified staff through “Problem of Practice” conversations.
- Continue to provide ongoing professional development to ensure student safety.
- Continue to support students through community partnership for Restorative Practices, Joven Noble, and violence prevention.

Student Expulsion Rate

2011-12	2012-13	2013-14	2014-15	2015-16
0.1%	0.1%	0.1%	0.1%	0.1%
(68/55793)	(79/55743)	(59/55448)	(34/54459)	(27/49741)

Student Suspensions— Instructional Days Lost

2012-13 Results	2013-14 Results	2014-15 Results	2015-16 Results
9,126	7,383	6,137	4,779



Actions

- Continue to support PBIS and Restorative Practices to ensure students stay in school.
- All administration were trained in Summer 2016 on student discipline related to search and seizure, investigations, and due process for suspension and expulsions.
- Expansion of Restorative Practices from 11 to 17 school sites.
- Expansion of 2 community liaisons to support site RP implementation in lieu of suspension.

Next Steps

1. Implement actions recommended in the 2016-17 LCAP.
2. Implement Parent and Community Stakeholder meetings to review data and identify new actions.
3. Monitor Metrics (on-going).
4. Revise the Plan to support our students needs.

THANK YOU!

AGENDA ITEM BACKUP SHEET
November 15, 2016

Board Meeting

TITLE: **Approval of SAUSD Deputy Superintendent, Administrative Services
Employment Agreement**

ITEM: **Action**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the public employment agreement of the Deputy Superintendent, Administrative Services.

RATIONALE:

The Board must take action to approve the employment agreement between the District and the Deputy Superintendent, Administrative Services at a Regular Board Meeting, a copy of which is included.

RECOMMENDATION:

Approve the Deputy Superintendent, Administrative Services employment agreement with SAUSD.


MAM:nr

CONTRACT OF EMPLOYMENT

WHEREAS, on the 15th day of November, 2016, the BOARD OF EDUCATION of the Santa Ana Unified School District appointed [NAME], as DEPUTY SUPERINTENDENT, ADMINISTRATIVE SERVICES (“DEPUTY SUPERINTENDENT”) and entered into an initial Contract of Employment; and

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The term of employment shall be from _____, 2016, to and including June 30, 2019. Subject to continuous satisfactory performance, the BOARD OF EDUCATION may extend the term of this Contract of Employment an additional year.

2. During the term of employment, [NAME] shall satisfactorily perform duties pertaining to the position of DEPUTY SUPERINTENDENT, as provided by the job description and as prescribed by the Superintendent.

3. The SANTA ANA UNIFIED SCHOOL DISTRICT shall pay DEPUTY SUPERINTENDENT an annual salary in the amount of \$215,021.00 per school year. Monthly installments shall be payable according to the **certificated/classified** payroll calendar.

4. The salary specified in paragraph 3 above may be adjusted in the manner provided in Education Code section 35032. The stated salary may be increased at any time subject to the agreement of the DEPUTY SUPERINTENDENT and the BOARD OF EDUCATION, with such increase becoming effective from the date of authorization by the BOARD OF EDUCATION.

5. The SANTA ANA UNIFIED SCHOOL DISTRICT shall pay the DEPUTY SUPERINTENDENT’s membership dues in **the Association of California School Administrators (ACSA)/the California Association of School Business Officials (CASBO)**.

6. The SANTA ANA UNIFIED SCHOOL DISTRICT shall pay the DEPUTY SUPERINTENDENT's membership dues in one Santa Ana-based service organization.

7. The DEPUTY SUPERINTENDENT may earn and accrue up to 21 days of paid vacation per school year based on his/her days of service, as calculated by the payroll department of the District. If vacation is not used during the school year in which it was earned and accrued, such unused, earned and accrued vacation shall be carried over to the following school year. However, the DEPUTY SUPERINTENDENT may not earn or accrue more than 42 unused vacation days. Once this maximum is reached, DEPUTY SUPERINTENDENT will cease to earn and accrue any additional vacation until earned and accrued vacation has been used and the number of unused earned and accrued paid vacation days is below the maximum amount.

In the event of termination of employment of the DEPUTY SUPERINTENDENT, either during the term of this Contract of Employment or at the expiration of the term of this Contract of Employment, he/she shall be entitled to compensation for any unused, earned and accrued vacation, at the salary rate in effect at the termination or expiration of this Contract of Employment.

8. DEPUTY SUPERINTENDENT shall earn one day of sick leave per month.

9. Consistent with Board Policies 4133, 4233, and 4333, DEPUTY SUPERINTENDENT shall be reimbursed for actual and necessary expenses incurred performing authorized services for the District.

10. The services rendered by the DEPUTY SUPERINTENDENT shall be evaluated annually by the SUPERINTENDENT or designee during the term of this Contract of Employment, at which time the BOARD OF EDUCATION and the DEPUTY SUPERINTENDENT may mutually agree to extend the duration of this Contract of Employment. If the duration of this Contract of Employment is extended, the services rendered by the DEPUTY SUPERINTENDENT shall be

annually evaluated during the extended term of this Contract of Employment. The annual evaluation shall be completed on or about July 30.

11. The DEPUTY SUPERINTENDENT shall be eligible for paid District medical, dental, vision, and life insurance for **himself/herself**, **his/her** spouse, and dependents, as provided to other Cabinet members. In the event the DEPUTY SUPERINTENDENT elects not to participate in the District medical, dental, and vision benefit plans for **himself/herself** and **his/her** spouse, **he/she** may elect to receive the annual cash value equal to the District contribution for medical (two-party tier rate), dental and vision plans offered for which **he/she** is eligible. This option may continue in retirement through age 65. This compensation, if elected, shall be reviewed and changed each benefit year of the term of this Contract of Employment to reflect the then-current District contributions for the benefit plan year as the cost of the benefits adjust in the new benefit plan year.

These health and welfare benefits are subject to change or modification, and may be increased, reduced, or taken away, at the sole discretion of the BOARD OF EDUCATION, during the term of this Contract of Employment, so long as all other members of the Superintendent's Cabinet are subject to the same changes and/or modifications.

[Upon termination or expiration of this Contract of Employment concurrently with retirement under the **California State Teachers' Retirement System (CALSTRS)**, the DEPUTY SUPERINTENDENT shall have the option to continue receiving then-current medical, dental, and vision benefits at District expense and, notwithstanding AR 4317.15, until the DEPUTY SUPERINTENDENT's 70th birthday. **OR**

Upon termination or expiration of this Contract of Employment concurrently with retirement under the **California Public Employees Retirement System (CALPERS)**, the DEPUTY SUPERINTENDENT shall have the option to continue receiving then-current medical, dental, and vision benefits at District expense and, notwithstanding AR 4317.15, until the DEPUTY SUPERINTENDENT's 70th birthday.]

12. The BOARD OF EDUCATION may, at any time, terminate this Contract of Employment, at its sole discretion, upon 90 days' written notice to the DEPUTY SUPERINTENDENT. If the DEPUTY SUPERINTENDENT's employment is terminated pursuant to this subsection, and the DEPUTY SUPERINTENDENT is not in breach of this Contract of Employment, the DEPUTY SUPERINTENDENT may receive an amount not to exceed the monthly salary of the DEPUTY SUPERINTENDENT, multiplied by the number of months left on the unexpired term of this Contract of Employment, or 12 months, whichever is less, as provided in Government Code section 53260. Except as provided in paragraph 11 hereof, any continuation of DEPUTY SUPERINTENDENT's health and welfare benefits following such termination may not exceed the number of months remaining on the unexpired term of this Contract of Employment, up to a maximum of 12 months, or until DEPUTY SUPERINTENDENT finds other employment, whichever occurs first.

13. Acceptance of the payment described in paragraph 12 of this Contract of Employment fully and forever releases the SANTA ANA UNIFIED SCHOOL DISTRICT, its employees, officers, insurers, and agents, the BOARD OF EDUCATION, and each member of the BOARD OF EDUCATION, from all claims, demands, causes of action, charges and grievances, of whatever kind or nature, whether known or unknown, suspected or unsuspected, which DEPUTY SUPERINTENDENT now owns or holds or has at any time before this date owned or held against any of them, including, but not limited to, all claims, charges, demands and causes of action (a) which arise out of or are in any way connected with DEPUTY SUPERINTENDENT's employment or the termination of employment; (b) which are related to or concern discrimination under local, state, or federal law (including, but not limited to, the Age Discrimination in Employment Act), wrongful termination in violation of public policy, retaliation, intentional and negligent infliction of emotional distress, defamation and other torts; or (c) which arise out of or are in any way connected with any loss, damage or injury whatsoever resulting from any act committed or omission made prior to the date of this Contract of Employment.

14. [LANGUAGE FOR BOTH CERTIFICATED/CLASSIFIED]

[This Contract of Employment may be terminated for cause at any time during the school year in accordance with Board Policy and/or statutory provisions that apply to any certificated employee. For purposes of this Contract of Employment, “cause” includes any material breach of this Contract of Employment, any failure of the DEPUTY SUPERINTENDENT to perform the duties prescribed for the DEPUTY SUPERINTENDENT by the Superintendent or the BOARD OF EDUCATION, or any of the grounds enumerated in Education Code section 44932. The BOARD OF EDUCATION shall not terminate this Contract of Employment under this subsection until a written statement of the grounds for termination has first been given to the DEPUTY SUPERINTENDENT by the Superintendent. The DEPUTY SUPERINTENDENT shall then be entitled to an informal conference with the BOARD OF EDUCATION, in closed session, at which time the DEPUTY SUPERINTENDENT shall be given a reasonable opportunity to address the specific concerns and issues of the BOARD OF EDUCATION and the Superintendent. The DEPUTY SUPERINTENDENT shall have the right, at his/her own expense, to have a representative of his/her choice at the conference with the BOARD OF EDUCATION. If no resolution of these concerns and issues can be found, the DEPUTY SUPERINTENDENT shall be provided with a written statement of the BOARD OF EDUCATION’s decision with respect to the DEPUTY SUPERINTENDENT’s termination. If this Contract of Employment is terminated pursuant to this subsection, the DEPUTY SUPERINTENDENT’s employment with the District, and any compensation, benefits or allowances provided pursuant to this Contract of Employment, shall terminate with the effective date of the decision of the BOARD OF EDUCATION, and the DEPUTY SUPERINTENDENT shall not be entitled to any further compensation thereafter, regardless of the term then remaining under this Contract of Employment.

OR

This Contract of Employment may be terminated for cause at any time during the school year in accordance with Board Policy and/or statutory provisions

that apply to any **classified employee**. For purposes of this Contract of Employment, “cause” includes any material breach of this Contract of Employment, any failure of the DEPUTY SUPERINTENDENT to perform the duties prescribed for the DEPUTY SUPERINTENDENT by the Superintendent or the BOARD OF EDUCATION, or any of the grounds enumerated in Administrative Regulation 4218. The BOARD OF EDUCATION shall not terminate this Contract of Employment under this subsection until a written statement of the grounds for termination has first been given to the DEPUTY SUPERINTENDENT by the Superintendent. The DEPUTY SUPERINTENDENT shall then be entitled to an informal conference with the BOARD OF EDUCATION, in closed session, at which time the DEPUTY SUPERINTENDENT shall be given a reasonable opportunity to address the specific concerns and issues of the BOARD OF EDUCATION and the Superintendent. The DEPUTY SUPERINTENDENT shall have the right, at **his/her** own expense, to have a representative of **his/her** choice at the conference with the BOARD OF EDUCATION. If no resolution of these concerns and issues can be found, the DEPUTY SUPERINTENDENT shall be provided with a written statement of the BOARD OF EDUCATION’s decision with respect to the DEPUTY SUPERINTENDENT’s termination. If this Contract of Employment is terminated pursuant to this subsection, the DEPUTY SUPERINTENDENT’s employment with the District, and any compensation, benefits or allowances provided pursuant to this Contract of Employment, shall terminate with the effective date of the decision of the BOARD OF EDUCATION, and the DEPUTY SUPERINTENDENT shall not be entitled to any further compensation thereafter, regardless of the term then remaining under this Contract of Employment.

15. The DEPUTY SUPERINTENDENT shall return all SANTA ANA UNIFIED SCHOOL DISTRICT property and equipment to the SANTA ANA UNIFIED SCHOOL DISTRICT upon termination of this Contract of Employment.

16. The terms of this Contract of Employment are made for the benefit of each person or entity named in paragraph 13 above. It is the intention of the DEPUTY SUPERINTENDENT that this Contract of Employment shall be effective

as a bar against each and every claim, demand, cause of action, charge, or grievance described in paragraph 13 above. In furtherance of this intention, the DEPUTY SUPERINTENDENT expressly waives any and all rights and benefits conferred upon him/her by the provisions of section 1542 of the California Civil Code, which states:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of the executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

This clause would prevent any other action in law or in equity against the District as a result of the Board’s determination to terminate the contract without cause and pay the liquidated damages.

Pursuant to Government Code section 53243.2, any funds received by the DEPUTY SUPERINTENDENT from the District as a cash settlement resulting from the termination of this Agreement or successor agreements shall be fully reimbursed to the District if the DEPUTY SUPERINTENDENT is convicted of a crime involving the abuse of his/her office or position.

17. If any term or provision of this Contract of Employment is held to be invalid or unenforceable, the remaining portions of this Contract of Employment shall continue to be valid and shall be performed, construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable term shall be deemed amended and limited in accordance with the intent of the parties, as determined from the face of this Contract of Employment, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

18. This Contract of Employment may be amended or modified only pursuant to a writing signed by both parties, unless otherwise stated in this Contract of Employment.

19. This Contract of Employment constitutes and contains the entire agreement and understanding between the parties and supersedes and replaces all prior negotiations and agreements, proposed or otherwise, whether written or oral, concerning the subject matter of this Contract of Employment. This is an integrated document.

20. This Contract of Employment is subject to, is governed by, and shall be construed under, all applicable laws of the State of California, rules and regulations of the State Board of Education, and rules, regulations, and policies of the Board, all of which are made a part of the terms and conditions of this Contract of Employment as though set forth herein.

IN WITNESS WHEREOF, the parties have caused this Contract of Employment to be executed on the date hereinabove first written.

Dated: _____ BOARD OF EDUCATION
SANTA ANA UNIFIED SCHOOL DISTRICT

By: _____
JOHN PALACIO
PRESIDENT OF THE BOARD

Dated: _____
By: _____
[NAME]
DEPUTY SUPERINTENDENT,
ADMINISTRATIVE SERVICES

Dated: _____
By: _____
STEFANIE PHILLIPS, ED.D.
SUPERINTENDENT

Date of Board of Education approval in open session: _____

AGENDA ITEM BACKUP SHEET
November 15, 2016

Board Meeting

TITLE: **Accept Santa Ana Educators' Association's (SAEA) Initial Bargaining Proposal to Santa Ana Unified School District (SAUSD) for 2017-18 School Year**

ITEM: **Action**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board acceptance of the Santa Ana Educators' Association's (SAEA) Initial Bargaining Proposal to the Santa Ana Unified School District (SAUSD) for the 2017-18 school year in accordance with Government Code Section 3547.

RATIONALE:

Under provision of the Government Code referenced above, the proposal must be "sunshined" for public comment followed by the approval of the Bargaining proposal. The proposal was "sunshined" for public comment at a Board of Education meeting on October 25, 2016.

FUNDING:

Not Applicable

RECOMMENDATION:

Accept the Santa Ana Educators Associations' (SAEA) Initial Bargaining Proposal to the Santa Ana Unified School District (SAUSD) for the 2017-18 school year.

RECEIVED

SEP 30 2016

Human Resources

Santa Ana Educators' Association (SAEA)
Initial Proposal
To
Santa Ana Unified School District (SAUSD)
2017-2018

SAEA proposes the following:

1. Article VII: Wages and Wage Provisions

- A. Provide a fair and reasonable salary increase based upon budget analysis.
- B. Adjust and modify language to increase factors, stipends, conference reimbursements and extra service assignments.

2. Article IX: Class Size

- A. Reduction of class size based on the District's K-12 enrollment data.

3. Article XV: Employee Benefits

- A. Provide a fair and reasonable adjustment to employee and retiree tenthly contributions based upon budget analysis.

4. Article XXVI: Special Services

- A. Adjust and modify language that define caps for caseloads.
- B. Adjust and modify language that define caps for class sizes.
- C. Create language regarding a Special Education Teacher's workload (i.e. teacher's responsibilities based on the severity of their student's needs).
- D. Restoration of Nurses back to 2006 levels.

AGENDA ITEM BACKUP SHEET
November 15, 2016

Board Meeting

TITLE: **Approval of Declaration of Need for Fully Qualified Educators for 2016-17 School Year**

ITEM: **Action**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda is to seek Board approval of the Declaration of Need for Fully Qualified Educators. The California Commission on Teacher Credentialing, requires school districts to file with the Commission an annual Declaration of Need for Fully Qualified Educators as a prerequisite to the Commission's issuance of any emergency or limited assignment permit for employees.

ITEM SUMMARY:

- Provides the District the ability to apply for waivers from the California Commission on Teacher Credentialing for difficult to fill credential areas.

RATIONALE:

In a correspondence received by the Commission on Teacher Credentialing and at their request, the Declaration of Need for Fully Qualified Educators, which was previously approved on September 13, 2016 as a "Consent" item, is being resubmitted as an "Action" item. This approval is necessary in order to authorize the use of Emergency CLAD Permits and Limited Assignment Permits. The use of such permits is minimal and only requested when necessary. To employ teachers in difficult to fill credential areas including, but not limited to, Deaf and Hard of Hearing and ROTC these areas would be issued an Emergency CLAD Permit when necessary. Limited Assignment Permits, would be utilized when the District has an applicant that has extensive experience but lacks the appropriate credential from the California Commission on Teacher Credentialing. Board action is necessary on an annual basis.

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

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the Declaration of Need for Fully Qualified Educators for the 2016-17 school year as requested by the California Commission on Teacher Credentialing.


MAM:nr:mh

Submitted by Superintendent, Director, or Designee:

Name	Signature	Title
Fax Number <input type="text"/>	Telephone Number <input type="text"/>	Date <input type="text"/>
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
<input checked="" type="checkbox"/> CLAD/English Learner Authorization (applicant already holds teaching credential)	4
<input type="checkbox"/> Bilingual Authorization (applicant already holds teaching credential)	_____
List target language(s) for bilingual authorization: _____	_____
<input type="checkbox"/> Resource Specialist	_____
<input type="checkbox"/> Teacher Librarian Services	_____
<input type="checkbox"/> Visiting Faculty Permit	_____

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	
Single Subject	1
Special Education	1
TOTAL	2

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 intern 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 intern 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 intern program.

Cal State Fullerton National University

CSULB

Chapman

If no, explain why you do not participate in an intern program.

AGENDA ITEM BACKUP SHEET
November 15, 2016

Board Meeting

TITLE: **Approval of Agreement and Second Amendment to Ground Lease Between Santa Ana Unified School District and El Sol Science & Arts Academy Charter School**

ITEM: **Action**

SUBMITTED BY: **Orin L. Williams, Assistant Superintendent, Business Services**

PREPARED BY: **Jessica Mears, Sr. Facilities Planner**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of agreement and second amendment to the ground lease between Santa Ana Unified School District and El Sol Science and Arts Academy Charter School.

El Sol Science and Arts Academy of Santa Ana and the Santa Ana Unified School District entered into a Ground Lease Agreement dated October 18, 2011, located at 1010 N. Broadway in Santa Ana, whereby the District allows El Sol the use of the operation of the El Sol Science and Arts Academy of Santa Ana pursuant to a separate Charter Facilities Use Agreement.

RATIONALE:

The Santa Ana Unified School District Board has previously approved an amendment to the original ground lease to facilitate continued discussions and negotiations between the parties crucial and relevant to various stages of the ongoing project, especially with regard to funding. The Santa Ana Unified School District Board is asked at this time to approve an agreement which is required by the State Allocation Board (SAB) as a condition of release of State construction funds; and subsequent amendment of the previously approved Ground Lease to ensure El Sol's compliance with Charter School Facilities Program eligibility and funding allocation requirements.

FUNDING:

No fiscal impact to the District.

ITEM SUMMARY:

- Request Board approval of an agreement required by the State Allocation Board (SAB) for Charter Construction Fund.
- Also, request Board approval of the second amendment to the previously Board approved Ground Lease.
- Amendment necessary to ensure overall compliance with eligibility and funding allocation requirements of various agencies and funding sources for ongoing construction project. Lack of approval may jeopardize construction project

RECOMMENDATION:

Board moves approval of the amendment *with the condition* that the ADA concern cited by DSA staff be corrected within 60 days. If DSA does not rescind and approve all aspects of the project, including this off-site work, the amendment shall be considered disapproved.

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

Brian L. Holman, Esq.
Musick, Peeler & Garrett, LLP
624 S. Grand Avenue, Suite 2000
Los Angeles, CA 90017

[Space Above For Recorder's Use Only]

AGREEMENT AND SECOND AMENDMENT TO GROUND LEASE

THIS AGREEMENT AND SECOND AMENDMENT TO GROUND LEASE (this "Agreement") is dated as of _____, 2016, and is entered into by and among SANTA ANA UNIFIED SCHOOL DISTRICT, a public school district organized and existing under the laws of the State of California ("School District"), SAEF 1010 NORTH BROADWAY LLC, a California limited liability company ("Lessee"), EXED FACILITIES XI LLC, a Delaware limited liability company ("Lender"), and EL SOL SCIENCE & ARTS ACADEMY OF SANTA ANA, a California non-profit public benefit corporation ("Charter School") for the benefit of the State (as defined below).

RECITALS

A. School District and Charter School entered into that certain Ground Lease dated October 18, 2011 (the "Lease"), pursuant to which School District agreed to lease and demise to Charter School, and Charter School agreed to lease and accept from School District, land in the City of Santa Ana, County of Orange, State of California, located at 1010 N. Broadway, Santa Ana, Ca, and the improvements thereon (collectively, the "Property"). The land is more particularly described in Exhibit A attached hereto.

B. A Memorandum of Lease was recorded in the Official Records of Orange County, California, on April 12, 2013, as Instrument No. 2013-000219035 to give record notice of the Lease.

C. The Lease has been amended by a First Amendment to Ground Lease dated as of March 27, 2013.

D. On April 18, 2013, with the consent of School District, Charter School assigned its entire estate, right, title, interest and obligations under the Lease to Lessee, and Lessee agreed to be expressly bound by the Lease and assumed all obligations of Charter School under the Lease. A Memorandum of Assignment of Lease was recorded in the Official Records of Orange County, California, on April 17, 2013, as Instrument No. 2013-000230015 to give record notice of the assignment of the Lease. Lessee is the current lessee under the Lease.

E. On April 18, 2013, Lender made a construction loan to Lessee to finance the construction of certain improvements to the Property. To secure its obligations to Lender arising in connection with the Loan, Lessee executed and delivered to Lender a Construction Leasehold Deed of Trust, Security Agreement and Fixture Filing (“Deed of Trust”) dated April 18, 2013, and an Assignment of Leases and Rents (“Assignment of Rents”) dated as of April 18, 2013. The Deed of Trust was recorded in the Official Records of Orange County, California, on April 17, 2013, as Instrument No. 2013-000230016, and the Assignment of Rent was recorded in the Official Records of Orange County, California, on April 17, 2013, as Instrument No. 2013-000230017.

F. On April 18, 2013, Lessee, as Landlord, and Charter School, as Sublessee, entered into a Sublease of the Property for a term ending on June 30, 2038.

G. On April 18, 2013, in connection with the execution of the Sublease and the Deed of Trust, Lender, Lessee and Charter School entered into a Subordination, Non-Disturbance and Attornment Agreement (“SNDA”) dated as of April 18, 2013. The SNDA was recorded in the Official Records of Orange County, California, on April 17, 2013, as Instrument No. 2013-000230018.

H. Lessee has completed the construction of the improvements financed with the proceeds of the loan by Lender to Lessee.

I. The State Allocation Board and the California School Finance Authority (collectively, the “State”) and Charter School have entered into a Charter School Facilities Program Funding Agreement (“Funding Agreement”) providing for the financing under the Charter School Facilities Program (“CSFP”) established pursuant to Article 12 of Chapter 12.5 of Part 10 of the Education Code and the regulations for its implementation provided in California Code of Regulations, Title 4, Section 10151 et seq., and California Code of Regulations, Title 2, Section 1859.160 et seq. of the construction by Charter School of additional charter school facilities (such additional facilities, the “Facilities”) on the Property.

J. The Funding Agreement requires, among other things, that School District will obtain good, absolute, and marketable title to the Facilities as they are constructed in fee simple, free and clear of any mortgage, deeds of trust, liens (monetary or otherwise), claims, charges, or other encumbrances or matters of any nature whatsoever other than those included in the title report provided to the State pursuant to paragraph 10 of Section 2.2 of the Funding Agreement on the terms and conditions of the Funding Agreement.

K. In connection with the Funding Agreement, Charter School and School District entered into a Charter School Facilities Program Facilities Use Agreement (“FUA”) setting forth the terms and conditions of the Charter School’s use of the Facilities.

L. The FUA provides that the Charter School’s use of the Property, including the Facilities, shall be in accordance with, and subject to, all the terms and provisions of the Sublease, as the same may be amended from time to time, including Charter School’s obligation to pay rent as provided in the Sublease. Pursuant to the FUA and applicable law and regulations, in the event that Charter School vacates the Facilities and relinquishes to School District all right, title, and interest in the occupancy and use of the Facilities, or if the Sublease terminates for any other reason, Lessee,

any Leasehold Mortgagee (as such term is defined in the Lease), or their successors or assigns may assign the Lease or sublease the Facilities in its “as is” and “where is” condition to a Permitted Operator (as such term is defined in the Lease) on equal terms and conditions as are set forth in the Lease or Sublease, as applicable, provided that the user of the Facilities is a qualifying successor charter school (as such term is used in Section 17078.62(b)(2) of the Education Code) and further provided that the successor charter school has agreed to a Funding Agreement with the State, the successor charter school has agreed to a Facilities Use Agreement with School District, and the State, the successor charter school and School District have agreed to a Memorandum of Understanding tying together the Funding Agreement and the Facilities Use Agreement.

M. The execution of this Agreement is a condition precedent to the State’s release of funds to Charter School pursuant to the Funding Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement (collectively, the “Parties”) agree as follows:

1. Amendment to Ground Lease. Section 13 of the Lease is amended to read as follows:

Section 13. Title on Termination. The Lessee shall, upon the termination or expiration of this Ground Lease or its extension, quit and surrender the Project, and all right, title and interest in and to all improvements and equipment constructed or installed on the Site, including the Project, shall vest in the District free and clear of all and any liens and encumbrances created or caused by the Lessee at the date of termination or expiration. Prior to the date of the termination or expiration of this Ground Lease, Lessee shall retain all right, title and interest in and to all improvements and equipment constructed or installed on the Site by Lessee, provided that the District shall obtain immediate title to any facilities, the construction of which is financed in whole or in part under the Charter School Facilities Program established pursuant to Article 12 of Chapter 12.5 of Part 10 of the Education Code, as such facilities are constructed, and further provided that any such facilities shall be included in the property subject to this Ground Lease.

2. Title to Facilities. Notwithstanding anything in the Lease, the Sublease, the Deed of Trust, the Assignment of Rents, the SNDA or any other agreements between or among any of the Parties to the contrary, School District will obtain title to the Facilities as they are constructed. The Facilities nevertheless shall be included in the property subject to such agreements.

3. Use of the Facilities. Notwithstanding anything in the Lease, the Sublease, the Deed of Trust, the Assignment of Rents, the SNDA or any other agreements between or among any of the Parties to the contrary, (a) the use of the Facilities by Charter School or any successor occupant of the Facilities shall be in accordance with, and subject to, all the terms and provisions of the FUA, (b) none of the rent payable under the Sublease shall be payable for or attributable to the Charter School’s use of the Facilities, and (c) in lieu of paying rent to Lessee for the use of the Facilities, the Charter School shall make the payments required of it under the Funding Agreement and comply with all other terms and provisions of the Funding Agreement. Any failure of the Charter School to

make any payment due under the Funding Agreement when due and any other breach by Charter School of its obligations under the Funding Agreement shall constitute a Default and a Breach under the Sublease.

4. Limited Effect of Agreement. Nothing in this Agreement shall affect any right, title or interest of any of the Parties in, or any rights or obligations of any of the Parties with respect to, any portion of the Property other than the Facilities. Except as expressly provided herein, the Lease, the Sublease, the Deed of Trust, the Assignment of Rents, the SNDA, and all other agreements between or among any of the Parties shall remain in full force and effect.

5. Liabilities of Charter School. Nothing in this Agreement shall render School District, Lessee, or Lender liable to the State for any payments due from, or other obligations of, Charter School under the Funding Agreement.

6. Successor and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their successors and assigns.

7. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, taken together, shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

SCHOOL DISTRICT:

SANTA ANA UNIFIED SCHOOL DISTRICT

By: _____
Print Name:
Title:

LESSEE:

SAEF 1010 NORTH BROADWAY LLC

By: Santa Ana Education Foundation, its sole member

Marshall Kaplan
By: Marshall Kaplan
Print Name:
Title: President SAEF

LENDER:

EXED FACILITIES XI LLC

By: ExED Facilities Manager, LLC, its manager

By: L.A. Charter Schools New Markets CDE, LLC, its sole member

By: Excellent Education Development, its managing member

By: _____
Anita Landecker
Executive Director

SUBLESSEE:

EL SOL SCIENCE & ARTS ACADEMY OF SANTA ANA

By: *Monique Davis*
Print Name: Monique Davis
Title: Executive Director

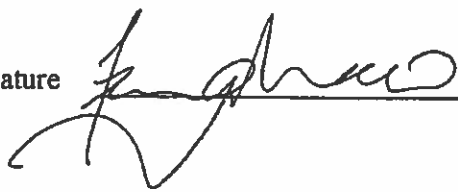
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of ~~Los Angeles~~ ORANGE COUNTY

On 10/20/2016, before me, TRUNG MAO, a Notary Public, personally appeared MARSHALL L. KAPLAN, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

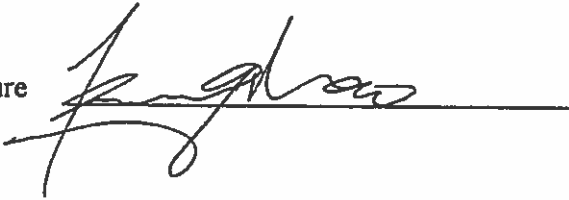
State of California
County of ~~Los Angeles~~ ORANGE COUNTY

On 10/20/2016, before me, TRUNG MAO, a Notary Public, personally appeared MONIQUE L. LANDOLPH DAVIS who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT A

Description of Land

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

PARCEL 1 AS SHOWN BY LOT LINE ADJUSTMENT NO. 99-009 EVIDENCED BY DOCUMENT RECORDED OCTOBER 15, 2002 AS INSTRUMENT NO. 20020887809 OF OFFICIAL RECORDS.

PARCEL B:

LOT 15 AND THE WEST 50.00 FEET OF LOT 16 OF HALESWORTH'S ADDITION TO THE TOWN OF SANTA ANA, AS PER MAP RECORDED IN BOOK 6, PAGE 18 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA.

EXCEPT THE WEST 50.00 FEET OF SAID LOT 15.

PARCEL C:

THE WEST 50.00 FEET OF LOT 15 OF HALESWORTH'S ADDITION TO THE TOWN OF SANTA ANA, AS PER MAP RECORDED IN BOOK 6, PAGE 18 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA.

APN: 398-552-19; 398-541-18; 398-541-19

FIRST AMENDMENT TO GROUND LEASE

This First Amendment to Ground Lease ("Amendment") dated as of March 27, 2013, (the "Effective Date") is entered into by and between the SANTA ANA UNIFIED SCHOOL DISTRICT, a public school district organized and existing under the laws of the State of California (the "District"), and EL SOL SCIENCE & ARTS ACADEMY OF SANTA ANA, a California nonprofit public benefit corporation ("Lessee"), with reference to that certain Ground Lease (the "Lease") dated as of October 18, 2011, by and between the District, as lessor, and Lessee, as lessee. District and Lessee shall be referred to herein as "Parties" and individually as "Party." Capitalized terms used herein and defined in the Lease have the meanings set forth in the Lease, unless otherwise provided herein.

WHEREAS, the Lease requires Lessee to develop the Project on the Site;

WHEREAS, in order to facilitate the securing of financing for the construction of the Project, Lessee has requested certain amendments to the Lease;

WHEREAS, in order to facilitate Lessee's ability to seek funding for lease costs under Section 47614.5 of the Education Code, Lessee has requested the District's consent to the assignment of the Lease to SAEF 1010 North Broadway LLC ("Assignee"), a California limited liability company the sole member of which is Santa Ana Education Facilities, a California nonprofit public benefit corporation that has been formed to support Lessee, and to Assignee's subletting of the Site back to Lessee;

WHEREAS, the District has provided no opinion or representations regarding Lessee's ability to seek or obtain funding;

WHEREAS, Assignee has received a commitment for initial financing ("Initial Financing") in the amount of approximately \$7,250,239 for the construction of the improvements described as Phase 1 of the Project in Exhibit "C" attached hereto ("Phase 1");

WHEREAS, the District agreed to demolish certain existing facilities ("Demolition Project") at the Site contingent on Lessee's reimbursing the District for the costs of such demolition expended by the District ("Demolition Costs");

WHEREAS, the Parties wish to set forth in this Amendment the terms for Lessee's reimbursement of Demolition Costs to the District; and

WHEREAS, the District is willing to amend the Lease and to consent to the assignment and subletting of the Lease on the terms set forth herein;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth herein, the Parties agree as follows:

1. **Lease Amendments**. The Lease is hereby amended as follows:
 - (a) Section 3(f) of the Lease is amended to read as follows:

(f) The District is the owner in fee simple of the Site (as hereinafter defined), and, to the best of District's knowledge, there are currently no leasehold mortgages, deeds of trust, or other security interests encumbering the Site, other than those put in place by Lessee.

(b) Section 11(e) of the Lease is amended to read as follows:

(e) Lessee shall develop the Project in two phases ("Phase 1" and "Phase 2) as described in Exhibit "C," provided that Lessee may develop Phase 2 in such sequence and sub-phases (each, a "Sub-Phase") as Lessee reasonably may determine.

(c) Pursuant to Sections 12(e) and (f) of the Lease, the District extends the Phase 1 Funding Date and the Phase 1 Completion Date as follows:

(i) The Phase 1 Funding Date and the Phase 1 Completion Date each shall be extended to June 30, 2014.

(ii) The Phase 2 Funding Date and the Phase 2 Completion Date each shall be extended to December 31, 2030.

(d) Section 12 of the Lease is amended by adding the following subsection (h) immediately after subsection (g):

(h) With the prior written consent of the District (which shall not unreasonably be withheld, but which approval may be conditioned), and, if required, the Division of the State Architect, Lessee may amend or modify the Project, the plans and specifications therefor or the Project budget.

(e) Section 13 of the Lease is amended to read as follows:

Section 13. Title on Termination. The Lessee shall, upon the termination or expiration of this Ground Lease or its extension, quit and surrender the Project, and all right, title and interest in and to all improvements and equipment constructed or installed on the Site, including the Project, shall vest in the District free and clear of all and any liens and encumbrances created or caused by the Lessee at the date of termination or expiration. Prior to the date of the termination or expiration of this Ground Lease, Lessee shall retain all right, title and interest in and to all improvements and equipment constructed or installed on the Site by Lessee.

(f) Section 26 of the Lease is amended

(i) by striking "no mortgagee who pledges this Ground Lease shall have the rights " and inserting in lieu thereof, "no mortgagee who receives a mortgage, assignment, or pledge of this Ground Lease (any holder of any such mortgage, pledge, or assignment being referred to herein as a "Leasehold Mortgagee") shall have the rights"; and

(ii) by adding the following paragraphs at the end of Section 26:

The initial leasehold mortgage and any subsequent leasehold mortgage which Lessee is permitted to enter into are sometimes herein called collectively a "Leasehold Mortgage" (it being agreed that the term "Leasehold Mortgage," whenever used herein, shall include whatever security instruments are used in the locale of the Premises, including, without limitation, deeds of trust, as well as financing statements, security agreements and other documentation required pursuant to the Uniform Commercial Code). Should there be more than one Leasehold Mortgage encumbering Lessee's interest in this Lease at any one time, each Leasehold Mortgage shall be entitled to the benefit of and take subject to the obligations of the provisions of this Section 26 and Section(s) 29 and 33 below; provided further, that:

(a) any actions or elections permitted to be taken or made hereunder shall be determined and exercised solely by the Leasehold Mortgagee whose Leasehold Mortgage is most senior in priority (unless otherwise directed in writing by such senior Leasehold Mortgagee), and the District is entitled to rely on Lessee's or Leasehold Mortgagee's statement(s) or agreements(s) of seniority (provided however, if Lessee either does not clarify which Leasehold Mortgagee has seniority or there are conflicting statements made to the District) then the District shall be entitled to rely on its reasonable determination of seniority. Lessee and all the Leasehold Mortgagees shall indemnify, defend and hold the District harmless from claims, costs, expenses, liabilities, causes of action and the like arising from the District's acceptance of a cure from any Leasehold Mortgagee or from any dispute concerning the ability of the presumptive senior lender to bind the group of Leasehold Mortgagees; and

(b) the time periods in Section 33 for any action or response by any Leasehold Mortgagee shall run concurrently for all Leasehold Mortgagees.

(g) The lead paragraph of Section 29 of the Lease is amended to read as follows:

Section 29. Right to New Lease. Only to the extent that the following does not conflict with any then-applicable surplus property procedures mandated by state law, including, but not limited to, Education Code section 177485 *et seq.*, in the event of any termination of this Lease for any reason, including, but not limited to, a Bankruptcy Termination (as defined below), at the option of the Leasehold Mortgagee or any Purchaser (as defined below), the Leasehold Mortgagee or Purchaser shall have the option to obtain a new lease in accordance with the following terms and conditions:

(h) All references in the Lease to "then-applicable surplus property procedures", including but not limited to those in Sections 29 and 36 of the Lease, are each amended by inserting "mandatory" immediately after "then-applicable."

(i) All references in the Lease to a "mortgage", "leasehold mortgage", "mortgagee" or "leasehold mortgagee" shall be deemed to refer to a "Leasehold Mortgage" or "Leasehold

Mortgagee" (as such terms are defined in Section 33 of the Lease), as may be necessary to give effect to the terms contained herein.

(j) Section 33 of the Lease is amended to read as follows:

Section 33. Specific Rights and Requirements for Leasehold Mortgages. The District agrees as follows relative to any Leasehold Mortgage that Lessee is permitted to incur:

(a) Notice. Lessee and/or each Leasehold Mortgagee shall, simultaneously with or within thirty (30) days of the execution of the Leasehold Mortgage held by such Leasehold Mortgagee, send to the District a true copy thereof, together with written notice specifying the name and address of such Leasehold Mortgagee and the pertinent recording data with respect to such Leasehold Mortgage (if available). After receipt of such notice, the District agrees that so long as any such Leasehold Mortgage shall remain unsatisfied of record or until written notice of satisfaction is given by the holders thereof to the District, the provisions of this Section and Sections 26 and 29 shall apply. The District will deliver to the Leasehold Mortgagee a copy of any notice of default which the District delivers to Lessee hereunder at the time of giving such notice to Lessee. The District will not exercise any right, power or remedy with respect to any default hereunder, and no notice to Lessee of any such default shall be effective and no grace or cure periods under this Lease shall be deemed to commence unless and until the District shall have so delivered to the Leasehold Mortgagee written notice or a copy of its notice to Lessee of such default or any such termination, as the case may be so that Leasehold Mortgagee may exercise its rights under this Section.

(b) Cure. The District shall accept from any Leasehold Mortgagee any and all payments and performance of Lessee's obligations under this Lease, whether before or after Lessee's default, with the same force and effect as if paid or performed by Lessee. The District agrees that in the event that Lessee shall not cure or remedy any default or breach of covenant by Lessee under this Lease within the curative period provided for such cure or remedy in this Lease, then Leasehold Mortgagee shall have the right, at its sole option, to exercise any one or more of the following rights:

(i) to cure or remedy, or cause to be cured or remedied, for an additional period following the District's giving of the notice of default to Lessee (herein the "Leasehold Mortgagee Curative Period"), of such duration as is hereinafter specified, and the District shall accept such cure or remedy; it being agreed that:

(A) subject to the further provisions of this Section, in the case of any default by Lessee in the payment of any sum of money or the performance of any other covenant of Lessee under this Ground Lease, the Leasehold Mortgagee Curative Period shall be an

additional ninety (90) days following the expiration cure period [if any] afforded Lessee;

(B) in the event that the default of Lessee does not involve the payment of a sum of money and such default cannot reasonably be cured within such ninety (90) day period and that Leasehold Mortgagee has commenced efforts to cure such default (or efforts to exercise remedies to enable it to cure such default) within ninety (90) days following the Leasehold Mortgagee Curative Commencement Date, Leasehold Mortgagee shall have an additional reasonable period of time following the end of such ninety (90) day period within which to cure such default, and so long as Leasehold Mortgagee shall be diligently pursuing its efforts to cure, the District shall accept such cure or remedy when effected; and

(C) in no event shall any Leasehold Mortgagee be required to cure any defaults by Lessee, including any defaults that by their nature are not susceptible to cure by Leasehold Mortgagee, and with respect to such defaults, the same shall be deemed cured by Leasehold Mortgagee if Leasehold Mortgagee has commenced efforts to exercise remedies under its Leasehold Mortgagee and succeeding to the Leasehold Interest in accordance with the provisions of this Section; it being agreed that the District shall not terminate this Lease, commence eviction proceedings or accelerate rent during the foregoing curative periods extended to Leasehold Mortgagee;

provided, that it is hereby expressly agreed that the time permitted to the Leasehold Mortgagee to cure defaults shall include and shall be extended by the time required to pursue any remedies necessary to enable Leasehold Mortgagee to effect such cure, and the time permitted to the Leasehold Mortgagee to cure defaults shall include and shall be extended by any period in which Leasehold Mortgagee is prevented from curing by reason of any stay in any bankruptcy of Lessee or other stay of enforcement proceedings to which Leasehold Mortgagee may be subject;

(ii) pursuant to any transfer of Lessee's interest in this Lease and Premises (some-times collectively referred to herein as the "Leasehold Interest") arising out of a judicial or non-judicial sale proceeding pursuant to the Leasehold Mortgagee, any transfer pursuant to a deed or assignment in lieu of foreclosure, any sale or transfer in any bankruptcy or insolvency proceedings, or any similar transfer pursuant to any exercise of remedies under any Leasehold Mortgagee (collectively, a "Foreclosure"), acquire the Leasehold Interest and Lessee's rights under this Lease and assume the obligations of Lessee under this Lease as required under this Section, and in such event, the District shall not exercise its right of termination with respect to such default, provided that upon such acquisition, Leasehold Mortgagee must satisfy the requirements herein regarding the use

of the Premises for the operation of an educational program approved by the District, which approval shall not be unreasonably withheld, conditioned or delayed; and

(iii) With respect a Leasehold Mortgagee that shall have financed or refinanced one or more Phases or Sub-Phases of the Project (which have been completed in accordance with this Lease), but not one or more other Phases or Sub-Phases of the Project, in the event of a failure of the Lessee to commence or complete such other Phase(s) or Sub-Phase(s) of the Project, (A) such Leasehold Mortgagee shall not be required to cure the Lessee's failure to commence or complete such other Phase(s) or Sub-Phase(s) of the Project in order to preserve its Leasehold Mortgage and its rights under this Lease with respect to the Phase(s) or Sub-Phase(s) that have been completed, and (B) unless such Leasehold Mortgagee elects, by written notice to Lessor within the Leasehold Mortgagee Curative Period, to complete such other Phase(s) or Sub-Phase(s), this Lease shall be subject to termination only with respect to those Parcels (as defined in Section 50 below) on which such other Phase(s) or Sub-Phase(s) are to be developed and not those Parcels on which the Phase(s) or Sub-Phase(s) have been completed. Nothing herein shall be deemed to limit any claim for recovery of damages that the Lessor may have against the Lessee having failed to commence or complete such other Phase(s) or Sub-Phase(s) on account of such default, provided that the same shall not be asserted against a Leasehold Mortgagee with respect to its interest in the completed Phase(s) or Sub-Phase(s) of the Project, nor cause or result in any termination of this Lease with respect to the applicable Parcel(s) for such completed Phase(s) or Sub-Phase(s) or any execution of any judgment against the Lessee with respect to such Parcel(s).

(c) Transfer. The District's consent and approval shall not be required in connection with any the transfer of Lessee's interest in this Lease and Premises arising out of any Foreclosure, subject to compliance with the terms of this Section. In the event of the assignment or transfer of Lessee's Leasehold Interest pursuant to any Foreclosure, no such Foreclosure shall constitute a default by Lessee under this Lease, and any Purchaser of the Leasehold Interest shall be entitled to all the benefits of this Lease. The District agrees to execute such documents as may be reasonably necessary to evidence such Purchaser's rights as lessee under this Lease. Upon any rejection of this Lease by any trustee of the Lessee in any bankruptcy, reorganization, arrangement or similar proceeding which would, if it were not for this Section, cause this Lease to terminate, without any action or consent by the District, Lessee or any Leasehold Mortgagee ("Bankruptcy Termination"), the transfer of Lessee's interest hereunder to such Leasehold Mortgagee or its nominee shall automatically occur ("Deemed Transfer"). The Leasehold Mortgagee may terminate this Lease following a Deemed Transfer upon giving notice thereof to the District no later than thirty (30) days after the Bankruptcy Termination. Upon any such termination, the Leasehold Mortgagee shall have no further obligations hereunder (including any obligations which may have accrued prior to such termination) except

in the event that said Leasehold Mortgagee shall request a new lease pursuant to Section 29 hereof ("New Lease"), in which event all obligations accruing after the effective date of the New Lease shall be payable at the date of its effectiveness notwithstanding the earlier rejection and termination and such New Lease.

(d) Recognition of Leasehold Mortgagee. Upon any Foreclosure and resulting transfer of the Leasehold Interest, the District will recognize the Leasehold Mortgagee, any affiliate or nominee or Leasehold Mortgagee, or any other person, firm or corporation acquiring the Leasehold Interest as lessee under this Lease pursuant to any foreclosure, deed or assignment in lieu of foreclosure, or similar transfer pursuant to any exercise of remedies under any Leasehold Mortgage (collectively, a "Purchaser"), on the same terms and provisions and with all of the rights and privileges of Lessee, provided (i) such Purchaser agrees to assume and be bound by all of the terms, covenants and conditions of this Lease pursuant to an assumption agreement reasonably acceptable to the District, (ii) such Purchaser is either a Permitted Operator (as defined below) or has contracted with a Permitted Operator to operate a charter school at the Site, and (iii) Leasehold Mortgagee or other Purchaser shall cure all defaults under this Lease as required under the provisions of this Section, including those with regard to the payment of past due rent, within the curative period described herein. No consent or approval by the District shall be required in connection with the commencement or completion of any Foreclosure or any assignment or transfer of Lessee's rights under this Lease in connection with any such Foreclosure.

(e) Permitted Operator. In this Lease, a "Permitted Operator" meets the following requirements:

(i) is either (X) an operator of one or more other charter schools under charters granted by the District, and as such is in compliance with all applicable laws and regulations, and District Charter Policies, or (Y) an operator of one or more charter schools outside of the District, with a strong local track record of public instruction and operation as a charter school serving communities similar to the community served by Lessee at the Site;

(ii) A public benefit corporation in good standing and qualified to do business in California; and

(iii) has presented to the District for its approval a credible education plan and program that acknowledges community engagement to create a broadly supportive educational experience.

(f) Attornment. In the event that any Purchaser shall acquire the rights of Lessee pursuant to the provisions of this Section, such Purchaser will attorn to the District, and the District will recognize Purchaser as the lessee under this Lease. The Purchaser shall thereupon be deemed to have assumed all of the obligations of the Lessee to the District under this Lease, and provided that the

Purchaser shall not be deemed to have assumed any responsibility or liability for any unsatisfied indemnification obligations of Lessee under the Lease, nor any responsibility or liability to any third party for any liabilities or obligations of the Lessee under this Lease, arising prior to the Purchaser's acquisition of the Leasehold Interest.

(g) Assignments by Leasehold Mortgagee. In the event that the Leasehold Mortgagee or any affiliate or nominee thereof shall acquire the Leasehold Interest pursuant to the Leasehold Mortgage and the provisions set forth in this Section, Leasehold Mortgagee or such affiliate or nominee shall be entitled to further assign the Leasehold Interest in connection with the sale and assignment of such interest and the Improvements, without the further consent or approval of the District, to a Permitted Operator. Any subsequent assignment of the Leasehold Interest shall be subject to such consent as required under the terms of this Lease.

(h) Intervention. The Parties hereto shall give the Leasehold Mortgagee notice of any condemnation proceedings affecting the Leased Premises, and such Leasehold Mortgagee shall have the right to intervene and be made a party to any such condemnation proceedings in the place and stead of Lessee. The Lessee's interest in any award or damages for such taking is hereby set over, transferred and assigned to the Leasehold Mortgagee to the extent that such transfer and assignment is provided for by the terms of any such Leasehold Mortgage. The Leasehold Mortgagee shall also have the right to appear in and participate in all proceeding, including any arbitration proceedings, which could affect the Leasehold Mortgagee's security or the provisions of this Lease or which relate to the premises under this Lease, at the expense of the Lessee.

(i) Naming Mortgagee. The District agrees that the name of the Leasehold Mortgagee may be added to the "Loss Payable Endorsement" of any and all insurance policies required to be carried by Lessee hereunder on condition that the insurance proceeds are to be applied (either by Lessee or by any such Leasehold Mortgagee) and that the Leasehold Mortgagee shall be entitled to administer and apply all insurance proceeds so received, provided the same shall be done consistently with the requirements of Section 35 of this Ground Lease.

(j) No Personal Liability. No Leasehold Mortgagee shall become personally liable under the agreements, terms, covenants or conditions of this Lease or any New Lease entered into in accordance with the provisions of Section 29 unless and until it becomes, and then only for as long as it remains, the owner of the Leasehold Interest. Upon any assignment of this Lease or the aforesaid new lease by any owner of the leasehold estate whose interest shall have been acquired by, through or under any Leasehold Mortgage or from any holder there-of, the assignor shall be relieved of any further liability which may accrue under this Lease or the aforesaid new lease from and after the date of such assignment provided that the assignee shall execute and deliver to the District a recordable instrument of assumption wherein such assignee shall assume and agree to perform and observe the covenants and conditions in this Lease or the aforesaid new lease contained on Lessee's part to be

performed and observed, it being the intention of the Parties that once the Leasehold Mortgagee shall succeed to Lessee's interest under this Lease or the aforesaid new lease, any and all subsequent assignments (whether by such Leasehold Mortgagee, any purchaser at foreclosure sale or other transferee or assignee) shall effect a release of the assignor's liability under this Lease or the aforesaid new lease; provided, however, nothing contained herein shall be deemed to release the original named Lessee of its liabilities hereunder.

(k) No Voluntary Termination or Merger. Lessee agrees not to abandon the Leased Premises or the Leasehold Interest nor take any action to terminate this Lease without the prior written consent of the Leasehold Mortgagee. The District agrees that it shall give notice of any such abandonment or action by Lessee to Leasehold Mortgagee, and Leasehold Mortgagee shall thereupon be entitled to exercise its rights and remedies under its Leasehold Mortgage and the provisions of this Section. Any failure of the District to provide notice shall not constitute a default by District, but the District will not exercise any right, power or remedy with respect to any such abandonment or action to terminate by Lessee, and no notice to Lessee of any such abandonment or action to terminate shall be effective and no grace or cure periods under this Lease shall be deemed to commence unless and until the District shall have so delivered to the Leasehold Mortgagee written notice or a copy of its notice to Lessee of such default or any such termination, as the case may be so that Leasehold Mortgagee may exercise its rights under this Section. There shall be no merger of this Lease nor of the lease-hold estate created by this with the fee estate in the Leased Premises or any part thereof by reason of the fact that the same person, firm, corporation or other entity may acquire or own or hold, directly or indirectly, any of the following: (i) this Lease or the leasehold estate created by this Lease or any interest in this Lease or in any such leasehold estate and (ii) the fee estate in the Leased Premises or any part thereof or any interest in such fee estate. No merger shall occur unless and until all corporations, firms and other entities, including any Leasehold Mortgagee, having any interest in (1) this Lease or the leasehold estate created by this Lease and (2) the fee estate in the Leased Premises or any part thereof or any interest in such fee estate shall join in a written instrument effecting such merger and shall duly record the same.

(l) No Changes to Lease. Lessee shall not make, and the District will not accept, any voluntary surrender, cancellation, modification or amendment of or to this Lease at any time while the Leasehold Mortgage is in effect, without first obtaining the prior written consent of each Leasehold Mortgagee.

(m) Leasehold Mortgagee as Beneficiary. Each Leasehold Mortgagee is an express third party beneficiary of the provisions of this Section and shall be entitled to enforce the same directly against the District, provided that all actions shall be consolidated in and presented by the senior Leasehold Mortgagee.

(n) Bankruptcy of the District. In the event that the District shall become subject to any bankruptcy or insolvency proceeding, any rights, elections, or actions available to Lessee therein shall be subject to the rights of Leasehold

Mortgagee under the Leasehold Mortgage to consent to, or to exercise on behalf of Lessee, such rights, elections, or actions. Without limiting the foregoing, no consent or acquiescence by Lessee to any rejection of this Lease by the District or any successor or trustee in such proceeding shall be binding or effective without the prior, written consent thereto by each Leasehold Mortgagee, and the rights, liens, and claims of Leasehold Mortgagee shall extend to, encumber, and include all rights to damages for any such rejection and all rights to continued possession of the Leased Premises.

(o) Acknowledgement. The District shall, upon request, execute, acknowledge and deliver to the Leasehold Mortgagee making such request an agreement prepared at the sole cost and expense of Lessee, in form reasonably satisfactory to the District and such Leasehold Mortgagee, between the District, Lessee and such Leasehold Mortgagee, agreeing to all of the provisions of this Section and Section 29 hereof, confirming the District's recognition of the applicable Leasehold Mortgage and the rights of the Leasehold Mortgagee hereunder, and providing for the manner in which notices are to be sent between the parties.

(p) Conflicting Terms. The terms of this Section 33 shall control over any conflict between the terms of this Section 33 and any other terms of this Ground Lease.

(k) The first paragraph of Section 35 of the Lease is amended by inserting "and the Site or Project can be restored" immediately after "actually held by Lessee."

(l) The second paragraph of Section 35 of the Lease is amended by inserting "are damaged by fire or other perils and the Project and Site cannot be restored, of if the Site or Project" immediately after "If the Site or Project."

(m) Section 38 of the Lease is amended by deleting from such Section all of paragraphs (c) through (k) thereof.

(n) Exhibit C of the Lease is amended by substituting Exhibit C attached hereto as Exhibit C to the Lease.

2. Parcelization; Easements. The following provision is hereby added as a new Section 50 to the Lease:

Section 50. Parcelization; Easements. At the request of Lessee, the District will use reasonable efforts to cooperate with Lessee to create legal parcels that will be insurable by a nationally recognized title insurance company as constituting separate legal parcels complying with California's Subdivision Map Act, it being agreed that the parcels so created will correspond to sites upon which one or more of the separate Phases or Sub-Phases of the Project will be developed (each such parcel, together with its appurtenant easement rights, being referred to herein as a "Parcel" and collectively as the "Parcels"). The Parties agree to create and approve such easements and covenants associated with the parcels as may be reasonably necessary or desirable to facilitate the development of the Project, and the Parties agree to join in any such easements and covenants as may be reasonably necessary for the

construction and operation of the Premises, in compliance with any then-applicable procedures mandated by state law. All costs, including reasonable District legal fees, necessary and appropriate to obtain and record the easements and parcels to be created shall be the sole expense of the Lessee. District makes no representation that parcelization will be feasible or allowable. District shall not be liable for any costs or liabilities resulting from Lessee's inability to obtain the parcels.

3. New Lease. The District acknowledges and agrees that, while Sections 29 and 33 of the Lease refer to a "new lease," "new ground lease," or "New Lease," the execution of any such new lease in substance will effect merely an amendment and restatement of the Lease substituting a permitted assignee for Lessee as the lessee under the Lease and, with limited exceptions, otherwise all terms and provisions of the Lease will remain in full force and effect. The District agrees that, in determining whether any then-applicable mandatory surplus property procedures affect the District's obligation to enter into any such new lease, the District will treat the new lease as merely an amendment and restatement of the Lease pursuant to the terms of the Lease and not as a new disposition of the Site.

4. Consent to Assignment of Lease and Subletting. The District consents to Lessee's assignment of Lessee's entire estate, right, title, interest and obligations under the Lease to Assignee, and the District consents to Assignee's subletting of the Site to Lessee or to a Permitted Operator (as defined in amended Section 33 of the Lease) as a successor subtenant, provided that:

(a) Assignee assumes and agrees to perform all obligations of Lessee under the Lease directly or through a subtenant;

(b) Assignee's use and occupancy of the Site shall be limited to the development of the Project and the subleasing of the Site to Lessee or to a Permitted Operator as a successor subtenant; and

(c) As a subtenant, Lessee and any Permitted Operator shall use the Site solely for the purpose of operating an educational program in accordance with a charter granted to such subtenant by the District and otherwise in compliance with all terms and provisions of the Lease.

5. Lessee Financing. To the extent that the District has been provided any documents related to or discussing the Lessee's financing, it is for informational purposes only and does not imply or indicate that the District is advising on, approving, or providing any opinion to the Lessee regarding the documents or Lessee's financing decisions. Lessee is relying on its own review and legal counsel on all matters.

6. District Legal Fees. Lessee has agreed to reimburse the District for the cost of legal fees expended in the negotiation and drafting of documents related to this Amendment and related documents. District will provide an invoice and backup documentation of those fees to Lessee and Lessee shall remit those fees to the District within thirty (30) days of receipt of that invoice.

7. Transfer of Leasehold Mortgage. In the event that the Leasehold Mortgage is sold, assigned or otherwise transferred, the Leasehold Mortgagee to which it is transferred shall be bound by the terms of the Lease and this Amendment in the same manner as the original Leasehold Mortgagee.

8. Demolition Costs. The total Demolition Costs expended by the District are Five Hundred Sixty Two Thousand Six Hundred Fifty-Two Dollars (\$562,652.00), which Lessee shall reimburse to the District as follows:

(a) Within thirty (30) days of the Effective Date of this Amendment, Lessee shall pay the amount of One Hundred Twenty Five Thousand Dollars (\$125,000.00) to the District.

(b) If Lessee realizes any savings ("Savings"), meaning the construction costs for Phase I incurred or to be incurred by Lessee or Assignee are lower than the Initial Financing received by Assignee for the construction of Phase I, Lessee shall pay or cause Assignee to pay the amount of such Savings to the District within six months of the completion of Phase I, defined as Lessee's occupancy of Phase I.

(c) In the event that the Savings on Phase I, if any, are not sufficient to repay the Demolition Costs in full, commencing on October 18, 2013, and continuing on the eighteenth day of October of each year thereafter until the earlier of (i) October 18, 2020, and (ii) the date the Demolition Costs have been reimbursed in full with interest as provided below, in lieu of making the Annual Contribution required under Section 15(a) of the Lease, Lessee shall make a payment to the District in an amount equal to the lesser of (x) the Annual Contribution and (y) the unreimbursed Demolition Costs and accrued interest thereon.

(d) On October 18, 2020, Lessee shall pay in full all remaining unreimbursed Demolition Costs and all accrued interest thereon. Lessee may prepay the unreimbursed Demolition Costs and interest accrued in whole or in part thereon at any time.

(e) Interest shall accrue on unreimbursed Demolition Costs from the date of completion of Phase I at a rate equal to the Orange County investment pool interest rate until the Demolition Costs are reimbursed in full. All payments on account of Demolition Costs or interest accrued thereon shall be applied first to accrued interest and then to unreimbursed Demolition Costs.

9. Extraordinary Repair Fund. Notwithstanding the provisions of Section 15 of the Lease, commencing on October 18, 2013, and continuing on the eighteenth day of October of each year thereafter until the total amount deposited into the Extraordinary Repair Fund equals the Maximum Fund Amount, Lessee shall deposit into the Extraordinary Repair Fund the difference, if any, between (a) the Annual Contribution and (b) the amount paid to the District pursuant to Section 8(c) of this Amendment.

10. Cooperation. The Parties acknowledge that it may be necessary to execute documents other than those specifically referred to herein in order to complete the objectives and requirements that are set out in this Amendment. The Parties hereby agree to cooperate with each other by executing such other documents or taking such other actions as may be reasonably necessary to complete the objectives and requirements set forth herein in accordance with the intent of the Parties as evidenced in this Amendment.

11. Effect of First Amendment. Except as expressly set forth herein, the terms and provisions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to Ground Lease as of the date first written above.


“District”

SANTA ANA UNIFIED SCHOOL DISTRICT

By:  3-27-13
Joe Dixon, Assistant Superintendent
Facilities & Governmental Relations

By:  3-28-13
Stefanie P. Phillips, Ed., CBO
Deputy Superintendent

Approved as to Form:

By: 
Lindsay A. Thorson, District Legal Counsel
Atkinson, Andelson, Loya, Rudd & Romo

“Lessee”

EL SOL SCIENCE & ARTS ACADEMY OF SANTA ANA

By: 
Monique Daviss, Executive Director

EXHIBIT C
(Description of the Project)

Phase 1:

As depicted on the attached Phase 1 Site Plan:

The demolition of the existing two-story building on the southern portion of the Site;

The construction of a new turf play field and concrete walk on the southern portion of the Site;

The construction of parking facilities along North Broadway;

The demolition of the existing residential structure on the southern portion of the Site;
and

The construction of an approximately 19,000 square foot classroom "impact" building and new utility connections for the new structure on the southern portion of the Site;

The construction or installation of all related improvements reasonably necessary to complete the construction of the foregoing in a high quality manner, including landscaping.

Phase 2:

As depicted on the attached Phase 2 Site Plan:

The construction of an approximately 4,000 square foot stand-alone wellness center building and new utility connections for the new structure on the southern portion of the Site;

The construction of new faculty/staff parking accessed off of an alley on the northern portion of the Site;

The construction of new single-loaded L-shaped classroom "impact" building and new utility connections for the new structure on the northern portion of the Site;

The construction of new turf play field on the northern portion of the Site;

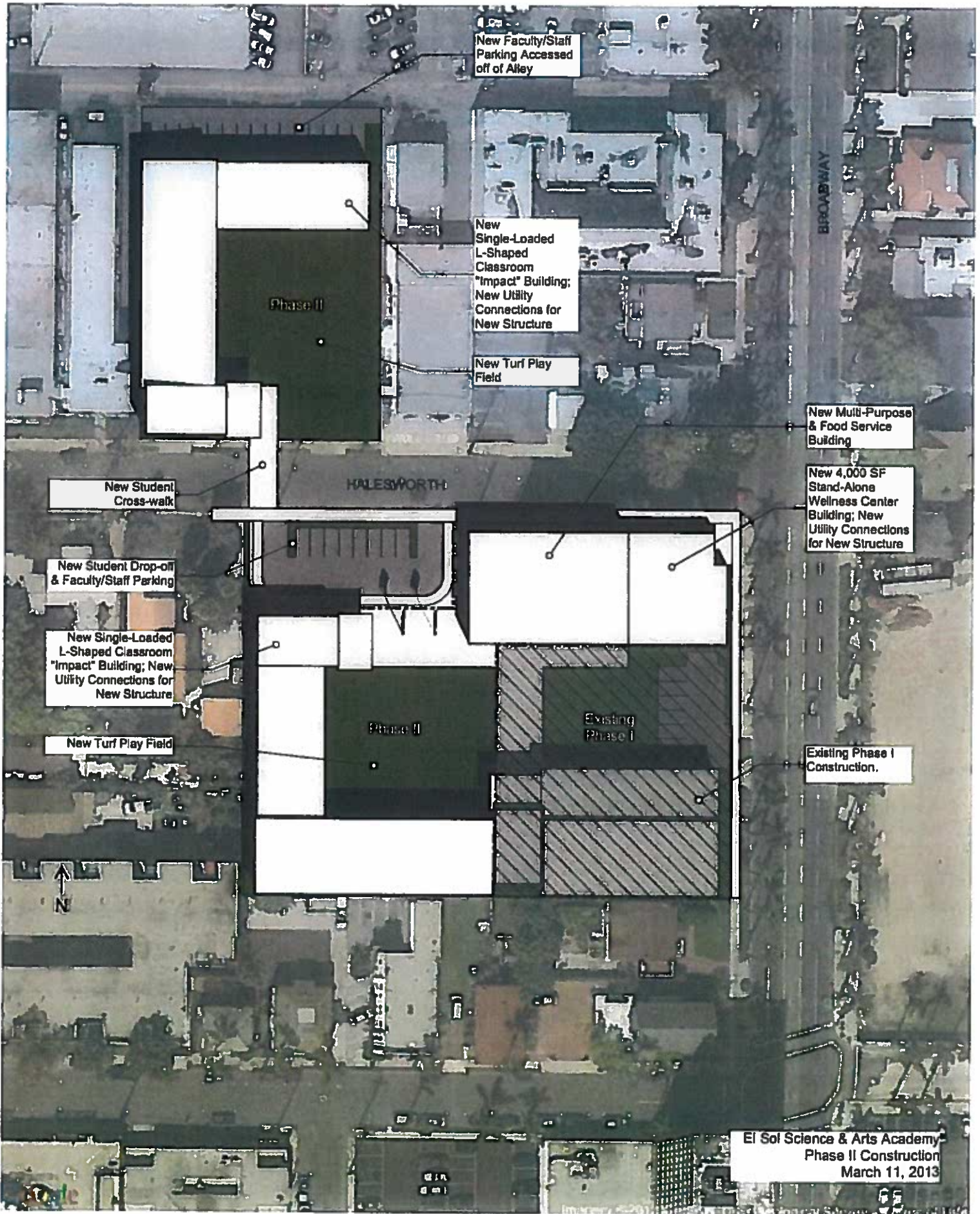
The construction of new student crosswalk linking southern and northern portions of the Site;

The construction of a new student drop-off and faculty/staff parking along Halesworth Street;

The construction of a new multi-purpose and food service building on the southern portion of the Site; and

The construction of new single-loaded L-shaped classroom “impact” building and new utility connections for the new structure on the southern portion of the Site.

The construction or installation of all related improvements reasonably necessary to complete the construction of the foregoing in a high quality manner, including landscaping.



New Faculty/Staff
Parking Accessed
off of Alley

New
Single-Loaded
L-Shaped
Classroom
"Impact" Building;
New Utility
Connections for
New Structure

New Turf Play
Field

New Multi-Purpose
& Food Service
Building

New 4,000 SF
Stand-Alone
Wellness Center
Building; New
Utility Connections
for New Structure

Existing Phase I
Construction.

Phase II

Phase II

Existing
Phase I

HALESWORTH

BROADWAY

New Student
Cross-walk

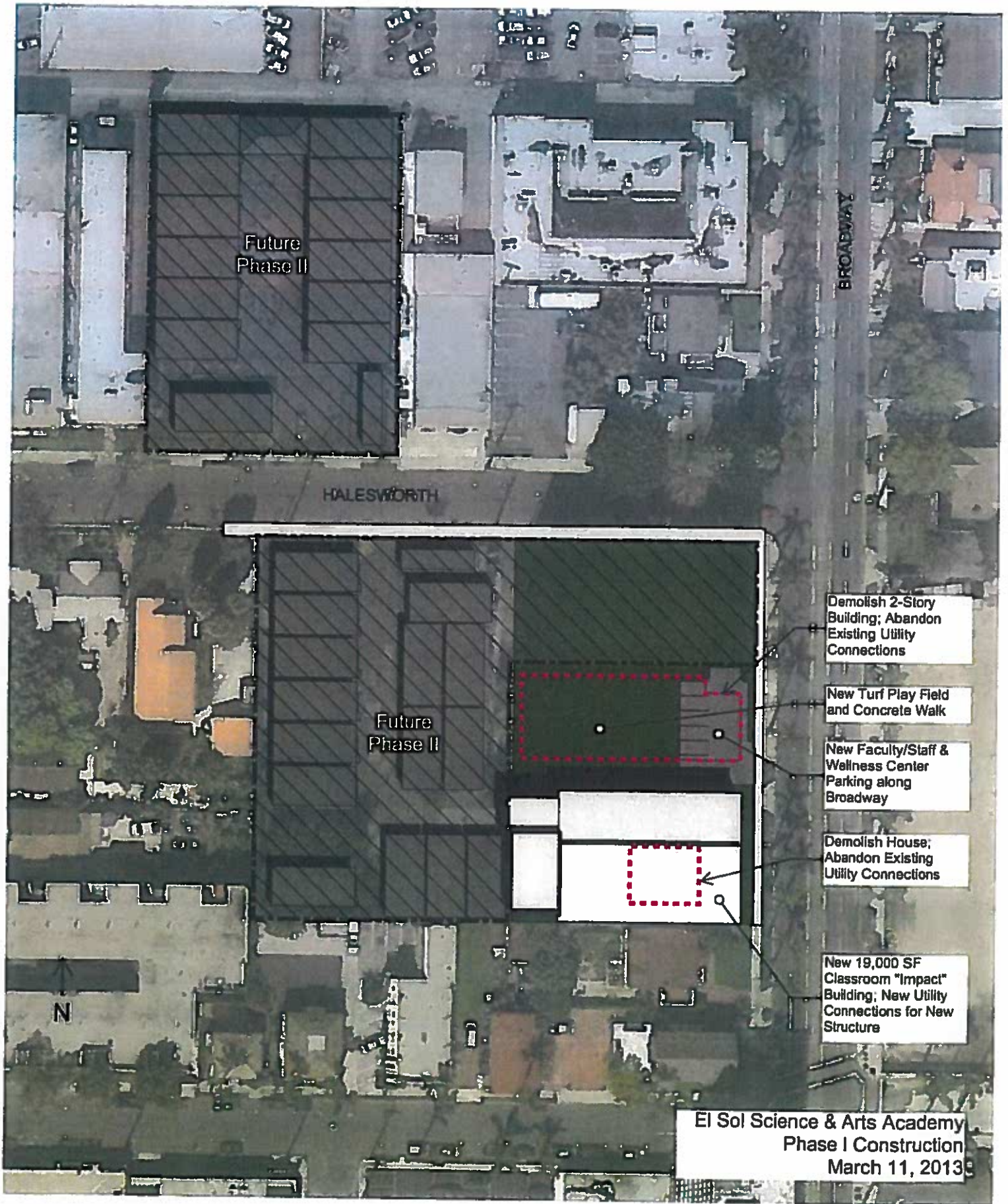
New Student Drop-off
& Faculty/Staff Parking

New Single-Loaded
L-Shaped Classroom
"Impact" Building; New
Utility Connections for
New Structure

New Turf Play Field



El Sol Science & Arts Academy
Phase II Construction
March 11, 2013



Future Phase II

HALESWORTH

BROADWAY

Future Phase II

Demolish 2-Story Building; Abandon Existing Utility Connections

New Turf Play Field and Concrete Walk

New Faculty/Staff & Wellness Center Parking along Broadway

Demolish House; Abandon Existing Utility Connections

New 19,000 SF Classroom "Impact" Building; New Utility Connections for New Structure

El Sol Science & Arts Academy
Phase I Construction
March 11, 2013

GROUND LEASE

This Ground Lease, dated as of October 18, 2011 (“Effective Date”) (the “Ground Lease”), by and between the SANTA ANA UNIFIED SCHOOL DISTRICT, a public school district organized and existing under the laws of the State of California (hereinafter called “District”) and El Sol Science and Arts Academy of Santa Ana, a California non-profit public benefit corporation incorporated for purposes of operating El Sol Sciences and Arts Academy, a California public charter school (“Lessee”).

WHEREAS, the District is committed to educational excellence and expanding opportunity for the children within the Santa Ana Unified School District;

WHEREAS, Lessee received approval of its Petition and Charter (“Charter”), from the District in 2000 and on August 22, 2006 received approval for a new five year term through June 30, 2011. A true and correct copy of the renewed Charter is attached hereto and incorporated herein as Exhibit “A”;

WHEREAS, on or about October 23, 2009, Lessee submitted to the District a request for facilities under the provisions of Education Code section 47614 and its implementing regulations set forth in Title 5 of the California Code of Regulations section 11969.9(a) *et seq.* (the “Proposition 39 Request”) for the 2010-2011 school year;

WHEREAS, pursuant to the requirements of Education Code section 47614 and its implementing regulations, the District offered to provide the Charter School with facilities for its in-District students (“Final Offer”);

WHEREAS, Lessee will conduct programs at the new Site school facility that will promote excellence in education of its students;

WHEREAS, in lieu of the facilities offered by the District in the Final Offer the Parties have agreed to enter into this Ground Lease that will provide a site and facilities for the Lessee’s in-District students;

WHEREAS, the Lessee has agreed to undertake the planning, financing and construction for demolition, grading, landscaping, utilities and modernization of a new school facility at 1010 N. Broadway, Santa Ana, Ca, as described in Exhibit “B” (the “Site”), as described in Exhibit “C” (the “Project”), which Exhibit “C” includes a description of the Project, the plans and specifications for the Project, a Project budget, and the Project Schedule;

WHEREAS, The Parties acknowledge that the Site was previously owned and occupied by the Lessee from July 1, 2001 until January 13, 2005, at which time the District purchased the Site from Lessee. The Site has since been occupied continuously by the Lessee under a Charter Facilities Agreement; and

WHEREAS, the Lessee and the District desire to enter into this Ground Lease, subject to the terms and conditions set forth below.

NOW, THEREFORE, the parties hereto mutually agree as follows:

Section 1. Full and Complete Satisfaction Regarding District's Obligation to Provide Facilities Under Proposition 39. Lessee agrees that the provision of the Site pursuant to this Ground Lease constitutes full and complete satisfaction of the District's obligation to provide facilities that are furnished and equipped for classroom instruction, to Lessee under Education Code section 47614 and the Proposition 39 regulations, and any future laws and/or regulations requiring that the District furnish facilities, for the term of this Ground Lease. The Lessee releases the District from any claim that the Lessee, or any successor entity, may have against the District regarding any allegation that the District has taken action to impede the Lessee from expanding its enrollment to meet pupil demand, on the grounds of failure to provide a facility, for the term of the Ground Lease. Furthermore, the Lessee waives any rights it may have to subsequently object to the District's perceived failure to offer facilities in accordance with applicable law and waives any rights it may have to challenge those aspects of the District's offer of facilities that the Lessee believes violates the substantive or procedural requirements of Proposition 39 and its implementing regulations, and any future laws and/or regulations requiring that the District furnish facilities, for the term of the Ground Lease.

Nothing in this Section shall limit Lessee's right to future public funding that might become available through existing, new or amended legislation and/or policy developments for programs, or project related monies, which are not related to the provision of facilities by District.

The District agrees to reimburse Lessee for the rental payments for sixteen (16) portables currently existing on the Site ("Portables"). Lessee shall invoice District twice a year for six (6) months of payments. District shall reimburse Lessee for rental payments within thirty (30) days of receipt of an invoice for said amount. Attached as Exhibit "E" is a list of the Portables currently located on the Site, including any identifying serial numbers and current rental payments. District shall only reimburse Lessee for the actual rental payments made by the Lessee, however in no event shall the District pay in excess of the then current amount that District is paying for rental of its own portables. Lessee acknowledges that it shall pay all costs, including the rental payments, for all portables not required to be provided by the District under this Ground Lease. The Parties expressly agree that the District shall only be responsible for the reimbursement of rental payments for the Portables and shall not be responsible for any transportation, installation or maintenance of any of the Portables, or other costs associated therewith. Such additional costs shall be the sole responsibility of the Lessee. Furthermore, the Parties expressly agree that the District's reimbursement of the rental fees for the Portables to be used by the Lessee in no way guarantees the Lessee future use of these Portables beyond the date set forth in this Section. District agrees to reimburse Lessee for the rental payments for the Portables until the earlier of (1) that date that the Portables are not used by in-District students (2) that date that Lessee occupies Phase 1 of the Project or (3) seven (7) years from the Effective Date of this Agreement.

If Lessee opts out of this Ground Lease under Section 10 and desires facilities, or this Lease is otherwise terminated, Lessee must request facilities pursuant to Proposition 39, if applicable, or any future laws and/or regulations requiring that the District furnish facilities. The District shall comply with those laws or regulations applicable at that time.

Section 2. Representations and Warranties of the Lessee. The Lessee makes the following representations and warranties to the District as of the date of the execution of this Ground Lease:

(a) Lessee is duly established, has full legal right, power, and authority to enter into this Ground Lease and to carry out and consummate all transactions contemplated by this Ground Lease, and by appropriate action, has duly authorized the execution and delivery of this Ground Lease.

(b) The officers of the Lessee executing this Ground Lease are duly and properly in office and fully authorized to execute the same.

(c) This Ground Lease has been duly authorized, executed and delivered by the Lessee, and will constitute a legal, valid and binding agreement of the Lessee, enforceable against the Lessee in accordance with its terms.

(d) The execution and delivery of this Ground Lease, and the fulfillment of or compliance with the terms and conditions hereof, will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any indenture, mortgage, deed of trust, agreement, lease, contract or other agreement or instrument to which the Lessee is a party or by which it or its properties are otherwise subject or bound, or, to the knowledge of the Lessee, any applicable law or administrative rule or regulation, or any applicable court of administrative decree or order, or result in the creation or imposition of any prohibitive lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Lessee, which conflict, violation, breach, default, lien, charge or encumbrance might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Ground Lease or the financial condition, assets, properties, or operations of the Lessee.

(e) No consent of approval of any trustee or holder of any indebtedness of the Lessee, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of this Ground Lease or the consummation of any transaction herein contemplated, except as have been obtained or made and as are in full force and effect.

(f) No information, exhibit or report furnished to the District by the Lessee in connection with the negotiation of this Ground Lease contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

Section 3. Representations and Warranties of the District. The District makes the following representations and warranties to the Lessee as of the date of the execution of this Ground Lease:

(a) The District have full legal right, power and authority to enter this Ground Lease and to carry out and consummate all transactions contemplated by this Ground Lease, and by proper action have duly authorized the execution and delivery of this Ground Lease.

(b) The officers of the District executing this Ground Lease are fully and properly holding their respective offices and are fully authorized to execute this Ground Lease.

(c) The Ground Lease has been duly authorized, executed and delivered by the District, and will constitute a legal, valid and binding agreement of the District, enforceable against the District in accordance with its terms.

(d) The execution and delivery of this Ground Lease, and the fulfillment of or compliance with the terms and conditions hereof, will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any indenture, mortgage, deed of trust, agreement, lease, contract or other agreement or instrument to which the District is a party or by which it or its properties are otherwise subject or bound, or, to the knowledge of the District, any applicable law or administrative rule or regulation, or any applicable court of administrative decree or order, or result in the creation or imposition of any prohibitive lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the District, which conflict, violation, breach, default, lien, charge or encumbrance might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Ground Lease or the financial condition, assets, properties, or operations of the District.

(e) No information, exhibit or report furnished by the District to the Lessee in connection with the negotiation of this Ground Lease contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(f) The District is the owner in fee simple of the Site (as hereinafter defined).

Section 4. Lease of Site. The District hereby leases to the Lessee and the Lessee hereby leases from the District, on the terms and conditions hereinafter set forth, the real property more particularly described on the attached Exhibit "B", which by this reference is incorporated herein (the "Site"). The parties acknowledge that the Ground Lease is being executed pursuant to Education Code section 47614 and the Proposition 39 regulations, and in consideration thereof.

Section 5. Mortgaged Property. The property conveyed and encumbered by any mortgage on the leasehold estate created hereby (collectively, the "Mortgaged Property.") includes:

(a) All present and future estate, right, title and interest of the Lessee in and to the Site.

(b) All present and future options of any kind, rights of first refusal, privileges and other benefits of the Lessee under the Ground Lease.

(c) All present and future estate, right, title and interest of the Lessee or sublessees in and to any and all buildings, structures and improvements now or in the future located on the Site.

Section 6. Possession. The Parties hereby affirm that the Lessee already has possession of the Site as of the execution of this Ground Lease.

Section 7. As-Is Condition. The Site is leased in an as-is condition. Without limiting the foregoing, the District does not warrant the suitability of the soil on the Site for support of any improvement to be constructed thereon including, but not limited to, the Project.

Section 8. Quiet Enjoyment. The District covenants that, subject to the limitations expressly set forth herein, the Lessee, upon performing all covenants in this Ground Lease, may quietly have, hold, enjoy and encumber the Site during the term of this Ground Lease and any extended term hereof, without hindrance or interruption by the District.

Section 9. Purpose. The Site shall be used during the term hereof solely by the Lessee for the purposes of constructing the Project and operating the Lessee's educational program in accordance with the Charter.

Section 10. Term and Termination; Renewal; Opt-Out Provision. The term of this Ground Lease shall commence on the Effective Date, and shall end on the earlier of (1) forty (40) years from the date Lessee occupies Phase 2 of the Project or (2) October 1, 2060. Subject to Lessee's charter remaining in tact under state law and Lessee's maintaining both a quality academic program and good fiscal management, two years before the end of this Ground Lease, the Parties agree to begin negotiating in good faith to extend the Ground Lease for a reasonable period.

The parties agree to record a Memorandum of Lease, in substantially the same form as attached as Exhibit "D." The District may terminate this Ground Lease by written notice upon expiration, termination or non-renewal of the Lessee's Charter.

The Parties understand that Lessee will be undertaking, and paying for (at its sole expense), *inter alia*, environmental analyses and feasibility studies for the construction of the Project. In light of the fact that Lessee may discover some unforeseen conditions at the Site, Lessee has the right to opt out of this Ground Lease at any time, for any reason. If Lessee does opt out of this Ground Lease, Lessee will, at its sole expense, restore the Site to at least as good a condition as it was in as of the Effective Date. Lessee shall provide the District with notice of Lessee's intention to opt out of the Ground Lease and simultaneously provide a timeline and plan to the District regarding the restoration of the Site. Notwithstanding any other provision in this Ground Lease, in the event that this Ground Lease is terminated for any reason, Lessee shall not

be responsible for remediating any unforeseen environmental hazards that are discovered during the pendency of the Ground Lease, and currently unknown to Lessee, unless caused by the Lessee.

Section 11. Consideration. The District makes this Ground Lease in consideration for the agreement of the Lessee to plan, finance, construct the Project on the Site, and operate the Project on the site, which Project shall become the property of the District without demand or further action by the District at the termination of this Ground Lease or any extension thereof, except as provided herein. The Project shall be constructed in conformity with the plans provided by the Lessee.

Section 12. Responsibility for Construction of Project. The Lessee shall arrange for the design, financing and construction of the Project, in accordance with the contract documentation approved (or to be approved) by the District and consistent with the requirements of the District. Any substantial change in the approved plans shall be submitted to the District or the District's designee for timely review and approval. A substantial change is defined as "any changes to the major structural characteristics of the project, including the structural system, architectural style, construction materials, and major mechanical, electrical or utility systems as well as the physical characteristics of the project." The design, financing and construction of the Project, including any costs or fees associated with the Project, shall be borne in their entirety by Lessee.

(a) Lessee shall not construct or install any improvements on the Site or otherwise alter the Site without the prior written consent of District (which shall not unreasonably be withheld, but which approval may be conditioned), and if required, the Division of the State Architect. Contractors retained by Lessee with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with District construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to buildings codes, Division of the State Architect, fingerprinting requirements and prevailing wage laws, as applicable. District or District's agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the Site and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students. Lessee shall indemnify, defend and hold harmless District, its directors, officers and employees from any loss, damage, claim, cause of action, cost, expense or liability arising out or caused by any violation by the Lessee or its directors, officers, employees or contractors of any applicable federal, state or local statute, ordinance, order, governmental requirement, law or regulation that applies to any work, including, without limitation, any labor laws and/or regulations requiring that persons performing work on any improvements be paid prevailing wage, as applicable.

(b) Lessee shall pay for any and all costs associated with California Environmental Quality Act ("CEQA") obligations, including, but not limited to, compliance, mitigation or avoidance of the environmental effects of the Project and shall indemnify, defend and hold harmless District, its directors, officers and employees from any loss, damage, claim,

cause of action, cost, expense or liability arising out or caused by any act or omission of the Lessee or its directors, officers, employees or contractors related to CEQA.

(c) The Lessee shall ensure that the Project is maintained in a safe condition and that only those involved in supervising and performing the construction work shall be permitted access to the Project.

(d) The Lessee acknowledges that the District has no responsibility or obligation to pay any design, financing and construction costs, taxes, utilities, insurance, permits, licenses, maintenance or repairs, or any similar expenses of operation of the Site or Project, any third party costs or any other costs whatsoever; such responsibility or obligation belongs to the Lessee during the entire term of this Ground Lease or any extension. Lessee shall bear all costs relating to the financing, design and/or construction of the Project.

(e) Lessee shall develop the Site in two phases ("Phase 1" and "Phase 2"), each of which will take approximately seven (7) years; one north of and one south of Alesworth.

(f) Lessee will have until June 30, 2018 to complete Phase 1 of the Project, as described in Exhibit "C" ("Phase 1 Completion Date"). Lessee will have until June 30, 2016 to provide proof of such financing to the District in a form acceptable to the District ("Phase 1 Funding Date"). Lessee will have until June 30, 2025 to complete Phase 2 of the Project, as described in Exhibit "C" ("Phase 2 Completion Date"). Lessee will have until June 30, 2023 to provide proof of such financing to the District in a form acceptable to the District ("Phase 2 Funding Date").

District may terminate the Ground Lease upon written notice if Lessee fails to complete Phase 1 on or before the Phase 1 Completion Date. District may terminate the Ground Lease upon written notice if Lessee fails to complete Phase 2 on or before the Phase 2 Completion Date. Additionally, District may terminate the Ground Lease upon written notice if Lessee fails to provide proof of such financing to the District in a form acceptable to the District on or before the Phase 1 Funding Date for Phase 1, or on or before the Phase 2 Funding Date for Phase 2. The Phase 1 Completion Date and/or the Phase 2 Completion Date may be reasonably extended by the District, at the District's discretion, based on any exigent circumstances that prevent Lessee from complying with this requirement. Additionally, the Phase 1 Funding Date and/or Phase 2 Funding Date may be reasonably extended by the District, at the District's discretion, based on any exigent circumstances that prevent Lessee from complying with this requirement.

(g) Lessee shall deliver to District, promptly after Lessee's receipt thereof, originals or, if originals are not available, copies of any and all of the following instruments and documents pertaining to any testing, construction, repair or replacement of improvements on the Property: (a) plans and specifications for the subject improvements, (b) test results, physical condition and environmental reports and assessments, inspections, and other due diligence materials related to the subject improvements, (c) permits, licenses, certificates of occupancy, and any and all other governmental approvals issued in connection with the subject improvements, (d) agreements and contracts with architects, engineers and other design professionals executed with respect to the design of the subject improvements, (e) construction

contracts and other agreements with consultants, construction managers, general and other contractors, and equipment suppliers pertaining to the construction, repair or replacement, as the case may be, of the subject improvements and (f) all guaranties and warranties pertaining to the construction, repair or replacement, as the case may be, of the subject improvements.

Section 13. Title on Termination. The Lessee shall, upon the termination or expiration of this Ground Lease or its extension, quit and surrender the Project, and all right, title and interest in and to all improvements and equipment constructed or installed on the Site, including the Project, shall vest in the District free and clear of all and any liens and encumbrances created or caused by the Lessee.

Section 14. Maintenance. Throughout the term, the Lessee shall, at Lessee's sole cost and expense, and at no cost and expense to the District, maintain the Site and Project in good condition and repair, and in accordance with all applicable laws, permits, licenses, and governmental authorizations, rules, ordinances, orders, decrees, and regulations now or hereafter issued, promulgated by federal, state, county, municipal, and other governmental bodies, and courts having jurisdiction. Lessee shall promptly and diligently repair, restore, add to, remove, and/or replace, as required, the Site and Project to maintain or comply as above. In the event that Lessee fails to maintain or repair the Site and/or Project, District may, but is not obligated to, at District's sole discretion, undertake any maintenance or repair of the Site and Project and Lessee shall reimburse District for the costs of such repairs or maintenance within sixty (60) days of invoice by District.

Section 15. Extraordinary Repair Fund.

(a) The Lessee shall designate a portion of its regular reserve fund for extraordinary repair of the final Project (the "Extraordinary Repair Fund"). Extraordinary Repair is defined as the replacement or renewal of any element of the Project, and any and all fixtures thereto, for purposes other than normal routine maintenance. The Lessee shall designate an amount equal to Thirty Four Thousand Five Hundred Dollars (\$34,500.00) for deposit into the Extraordinary Repair Fund (the "Annual Contribution"). Thereafter, the Annual Contribution shall continue for 14 years, on the anniversary of the Effective Date. The "Maximum Fund Amount" shall be Four Hundred Eighty Three Thousand Dollars (\$483,000.00).

(b) At least every five (5) years, the Parties shall review the Annual Contribution and the Maximum Fund Amount. Upon agreement of the Parties, the Annual Contribution may be increased or decreased based upon a revision to the Maximum Fund Amount, as agreed to by the Parties based upon a revision to the cash flow projection of amounts necessary to perform Extraordinary Repair, and depletion of the Extraordinary Repair Fund due to expenditures for Extraordinary Repair, as agreed to by the Parties.

(c) The Parties agree that Lessee will be responsible for effecting repairs at the Project. To the extent that Lessee desires to affect repairs with the use of Extraordinary Repair Fund, Lessee shall notify District in writing at least forty-five (45) days in advance of commencing work of its intent to utilize the Extraordinary Repair Fund to complete a repair.

(d) The District may direct the use of the funds in the Extraordinary Repair Fund for repairs that it reasonably determines are necessary. The District shall notify the Lessee in writing of the need for any proposed repair that will make use of Extraordinary Repair Fund. If Lessee has any reasonable objection to the necessity of such repair, it shall notify the District in writing within fifteen (15) days of such objection and the grounds therefor. Otherwise, Lessee shall complete such repairs within a reasonable time period.

(e) Twelve (12) months prior to the termination of the Ground Lease, the District shall evaluate the Project and determine any necessary repairs, at which time the District shall require use of the Extraordinary Repair Fund for the purpose of performing and completing any outstanding Extraordinary Repairs. Any unused portion of the Extraordinary Repair Fund shall remain the property of Lessee.

(f) If there is any dispute regarding the use of the Extraordinary Repair Fund for any repair described in Section 15(c), (d) or (e), the Parties will meet in good faith and attempt to resolve the dispute. If the Parties cannot agree within thirty (30) days of either party notifying the other of a dispute, the Parties will submit to a half day mediation, and any decision by the mediator will be final. The mediation shall be administered by Judicial Arbitration Mediation Services (JAMS). The Parties shall mutually agree upon a JAMS mediator to assist them in resolving their differences within ten (10) days of a Party's notice of referral to mediation. If the Parties are unable to agree upon a mediator, the Parties shall, within fifteen (15) days of the notice of referral to mediation, jointly obtain a list of five mediators from JAMS. The Parties shall alternate striking mediators on that list until one remains. A coin toss shall determine who may strike the first name. The costs for any administrative fees and mediator compensation will be shared equally by the Parties, but each Party shall pay its own attorneys' fees and expert witness fees and other costs associated with the mediation.

Section 16. Reserve Fund for Mortgage Payments. The Lessee shall establish or cause to be established a Mortgage Payment Reserve Fund as required by its lender (the "Mortgage Payment Reserve Fund"). As long as the mortgage on the Ground Lease has not been repaid in full, the Lessee shall ensure that the Mortgage Payment Reserve Fund will not be less than (i) the amount required by the lender.

Section 17. Right of Entry. The District, through any of its duly authorized representatives, shall have the right to enter upon the Project for the purposes of inspection, or any other lawful purpose, including, without being limited to, the right to enter to inspect construction work during the course of construction for compliance with the provisions of this Ground Lease. The District shall exercise such rights reasonably during ordinary business hours, and in such manner as not to interfere with the business of the Lessee or its contractors. The District may enter the Project at any time with 24 hours notice. In the event of an emergency, the District's notice obligations set forth herein shall not apply.

Section 18. Signs. During the term of the Ground Lease (or any extension), the Lessee shall not construct, hang or paint any signs on the grounds or exterior of buildings other than safety or directional signs and signs provided for in the approved plans or required by applicable law or ordinance, without written consent of the District.

Section 19. Waste. The Lessee shall not knowingly commit, suffer or permit any waste or nuisance on the Project or any acts to be done thereon in violation of any applicable laws or ordinances. Lessee warrants that there will no “hazardous substance” stored, used or located in or on the Site that violates federal, state, or local laws, rules, regulations or policies.

Section 20. Taxes and Assessments. Each of the Parties acknowledge that, at present, to their knowledge, and with respect to each Parties’ individual present respective use of the Site, there are no taxes, assessment, or charges relating to the Site because of each Parties’ tax exempt status. Lessee shall pay lawful taxes, assessments, or charges which may be levied upon any interest the Lessee may have under this Ground Lease (including both the land and improvements) or relating to the Site.

Section 21. Assignment or Sublease. Lessee may not sublet the Project or assign this Ground Lease, or any interest therein, without the prior consent in writing of the District; the District’ decision regarding consent will not be unreasonably delayed. Any sublet or assignment must be made to an entity operating, at the Site, a program approved by the District.

Section 22. Liens. In the event the Lessee shall at any time during the term of this Ground Lease cause any changes, alterations, additions, improvements, or other work to be done or performed or materials to be supplied, in or upon the Project, the Lessee shall pay, when due, all sums of money that may become due for any labor, services, materials, supplies or equipment furnished to or for the Lessee in, upon or about the Project and which may be secured by any mechanic’s, materialmen’s, or other lien against the Project or the Lessee’s interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or comes due, except that, if the Lessee desires to contest any such lien, it may do so. If any such lien shall be reduced to final judgment and such judgment or such process as may be issued for the enforcement thereof is not promptly stayed, or, if so stayed, said stay thereafter expires, the Lessee shall forthwith pay and discharge said judgment.

Section 23. Relationship of Parties. The Lessee and the agents and employees of the Lessee in the performance of this Ground Lease shall act in an independent capacity and not as officers or employees or agents of the District. The employees of the District who participate in the performance of this Ground Lease are not agents of the Lessee.

Section 24. Reserved.

Section 25. Encumbrance of Leasehold. With the exception of this Ground Lease and as set forth in this Ground Lease, the Lessee shall not encumber the District’ fee title. The Lessee has the right to subject this Ground Lease to a mortgage only as set forth in this Ground Lease.

Section 26. Mortgagability of Ground Lease. Lessee, and its successors and assigns, shall have a right to mortgage and pledge this Ground Lease, subject, however, to the requirements that (1) no mortgagee who pledges this Ground Lease shall have the rights or benefits mentioned in this paragraph, nor shall the provisions of this paragraph be binding upon

District, unless and until notice of the name and address of the mortgagee have been delivered to District according to the procedures herein provided for the delivery of notices, (2) any mortgage and pledge upon this Ground Lease explicitly limits leasing the property described in the Site (and any and all improvements thereon) to an entity that operates and maintains on the Site, a program approved by the District, (3) the mortgage will be paid off in full prior to the initial 40-year term of this Ground Lease (4) any attempt to refinance the mortgage requires written notice to the District, and its consent, which shall not be unreasonably delayed or withheld, to the refinancing.

Section 27. Estoppel Certificate. District shall be required, at the reasonable request of the mortgagee hereunder, to provide a signed statement (“Estoppel Certificate”) declaring that the Ground Lease is in full force and effect, that it has not been amended or modified except as set forth, that the Lessee is not then in default under any of the provisions of the Ground Lease, and that any past defaults have been duly and successfully cured, provided that the information on the Estoppel Certificate is accurate.

Section 28. Merger. There shall be no merger of the Ground Lease, nor of the leasehold estate created thereby, with the fee estate in the premises by reason of the fact that the Ground Lease, or the leasehold estate created thereby, or any interest in either thereof, may be held directly or indirectly by or for the account of any person who shall own the fee estate in the premises or any portion therein, and no such merger shall occur unless and until all persons at the time having any interest in the fee estate and all persons having any interest in the Ground Lease or the leasehold estate, including the leasehold mortgagee, shall join in a written instrument effecting such merger.

Section 29. Right to New Lease. Only to the extent that the following does not conflict with any then-applicable surplus property procedures, including, but not limited to Education Code section 177485 *et seq.*, at the option of any purchaser at a foreclosure sale of the leasehold estate or of any purchaser, grantee, or assignee of a deed in lieu of foreclosure from the Lessee, such holder, purchaser, grantee, or assignee shall thereupon have the option to obtain a new lease in accordance with and upon the following terms and conditions:

(a) Upon the written request of such party, District shall enter into a new lease of the demised premises with such party.

(b) Such new ground lease shall be entered into at the cost of the Lessee thereunder, shall be effective as of the date of termination of this Ground Lease, and shall be for the remainder of the term of this Ground Lease and at the rent and upon all the agreements, terms, covenants and conditions hereof, including any applicable rights of renewal; such new Ground Lease shall require the new lessee to perform any unfulfilled obligation of Lessee under this Ground Lease which is reasonably susceptible of being performed by District. Upon the execution of such new lease, the new lessee named therein shall pay any and all sums which would at the time of the execution thereof be due under this Ground Lease had it continued in effect.

(c) Any new lessee must, at all times, operate and maintain a program, approved by the District at the Site.

(d) In the event that the District reasonably determines that it must comply with the then-applicable surplus property procedures, as described above, the District shall provide written notice of such determination within thirty (30) days and shall, thereafter, be under no obligation to enter into such new lease.

Section 30. Notices. If Lessee, or Lessee's successors or assigns, shall mortgage this Ground Lease in compliance with the provisions herein, then so long as any such mortgage shall remain unsatisfied of record, District, upon serving upon Lessee any notice of default pursuant to the provisions hereof, or any other notice under the provisions of or with respect to this Ground Lease, shall also serve, in the same manner provided herein for the service of notice on Lessee, a copy of such notice upon the mortgagee at the address to be provided by the lessee.

Section 31. Insurance. The insurance coverage requirements are subject to change. The Lessee agrees to update and maintain insurance requirements as requested by the District. The Lessee, during the period of construction on the Site, shall provide coverage amounts not less than the following:

- (a) Comprehensive or Commercial Form General Liability Insurance – Limits of Liability
\$10,000,000 General Aggregate
\$10,000,000 Each Occurrence – combined single limit for bodily injury and property damage
- (b) Employer Liability at \$1,000,000
- (c) Business Automotive Liability Insurance – Limits of Liability \$10,000,000 Each Accident – combined single limit of bodily injury and property damage to include uninsured and underinsured motorist coverage.
- (d) Workers Compensation limits as required by law with Employer's Liability limits of \$1,000,000.

The Lessee, following issuance of a Certificate of Occupancy for the Site and/or at all times while operating a charter school at the Site shall provide Coverage amounts not less than the following:

- (a) Comprehensive or Commercial Form General Liability Insurance – Limits of Liability
\$2,000,000 General Aggregate
\$1,000,000 Each Occurrence – combined single limit for bodily injury and property damage

Policy shall include or be endorsed to include abuse and molestation coverage.
- (b) Professional Liability Insurance in an amount not less than \$1,000,000 per claim and in aggregate.
- (c) Employer Liability at \$1,000,000

- (d) Business Automotive Liability Insurance – Limits of Liability \$1,000,000 Each Accident – combined single limit of bodily injury and property damage to include uninsured and underinsured motorist coverage.
- (e) Workers Compensation limits as required by law with Employer’s Liability limits of \$1,000,000.

Certificates of insurance including additional insured endorsements shall be issued by Lessee and its contractors, subcontractors, and/or sublessees (if any):

- (a) providing for thirty (30) days advance written notice to the District of cancellation of any of the insurance coverage;
- (b) providing for Acceptability of Insurers rating, AM Best – AVII or equivalent unless otherwise agreed to by the District;
- (c) providing endorsement with the insurer’s waiver of its rights of subrogation against District.
- (d) naming the District as additional insured, except for professional liability and workers’ compensation insurance.

District may, at its discretion, require additional coverage or additional limits based upon the nature of the services provided by the Lessee. Any waiver or modification of these insurance requirements can only be made with the prior written approval of the District.

The coverage and limits required hereunder shall not in any way limit the liability of the Lessee nor are the insurance requirements herein intended to represent adequate or sufficient coverage for the Lessee’s risks hereunder.

Section 32. Property Insurance. Lessee shall obtain and keep in full force and effect during the course of construction Builder’s Risk Insurance until completion of the Project. Upon completion of the construction, Lessee shall obtain and keep in full force and effect during the term of this Ground Lease and any extensions thereof, permanent property insurance on the Project. Any coverage shall be in compliance with mortgage requirements, for the full replacement cost of the Project, excluding deductibles. Lessee shall provide District and mortgagee with certificates of insurance and each shall name the District as additional insureds. In addition, each policy maintained by Lessee shall name the mortgagee as loss payee. Such certificates shall provide that such insurance may not be terminated, canceled or amended except upon thirty (30) days prior written notice to District and mortgagee.

Section 33. Reserved.

Section 34. Indemnification. Lessee shall be responsible for, and District shall not be answerable or accountable in any manner for any loss or expense by reason of any damage or injury to person or property, or both, arising out of the acts of Lessee, its agents, officers, employees, guests or invitees, or resulting from Lessee’s activities at the Site or from any cause whatsoever arising out of or in connection with this Ground Lease or any other use or operations

at the Site, except to the extent that any such loss is directly attributable to negligence or willful misconduct of District. Lessee shall indemnify and defend District, its directors, officers, agents, employees, and invitees against and will hold and save them and each of them harmless from any and all actions, claims, liens, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, association, entity, corporation, political subdivision, or other organization arising out of or in connection with Lessee's activities at the Site, this Ground Lease, and any other use of and operations at the Site pursuant to this Ground Lease, except to the extent that there is negligence or willful misconduct on the part of District, its agents, employees or officers. Lessee further agrees to indemnify, defend and hold harmless District, its directors, officers and employees and each of them from any claim or cause of action arising out of or related to the legality or legal interpretation of this Ground Lease. In connection therewith:

(a) **Actions Filed.** Lessee shall defend any action or actions filed in connection with any of said claims, liens, damages, penalties, obligations or liabilities, and will pay all costs and expenses, including attorneys' fees incurred in connection therewith.

(b) **Judgments Rendered.** Lessee shall promptly pay any judgment rendered against Lessee or District covering such claims, liens, damages, penalties, obligations and liabilities arising out of or in connection with such use of and operations at the Site referred to herein and agrees to save and hold District harmless therefrom.

(c) **Costs and Expenses; Attorneys' Fees.** In the event District is made a party to any action or proceeding filed or prosecuted against Lessee for such damages or other claims arising out of the use of and operations at the Site referred to herein, Lessee agrees to defend District, including the appointment of counsel of District's choice, with Lessee's approval.

The provisions of this Section shall survive the termination or expiration of this Ground Lease.

Section 35. Damage, Destruction or Condemnation Proceeds. In the event that the Site or Project are damaged by fire or other perils covered by any of the insurance policies required herein or any other policies actually held by Lessee, or that the Site or Project are taken or condemned by the power of eminent domain and the Site or Project can be restored, the proceeds shall be applied to the repair and restoration of the Site or Project to its previous or to a substantially equivalent condition.

If the Site or Project are taken or condemned by way the power of eminent domain and the Project and Site cannot be restored, the proceeds will be used first to pay off any mortgage existing with respect to the Project and then the remaining proceeds will be distributed as follows: The value of the improvements shall be distributed to the Lessee. The value of the land shall be distributed to the District. Such value shall be determined by a certified appraiser, who will be jointly selected by the Parties. Such appraiser's opinions of value shall be binding upon the Parties.

Section 36. Default Under the Ground Lease. District shall not take any action to terminate this Ground Lease because of any default or breach hereunder on the part of Lessee if the mortgagee: (i) within ninety (90) days after service of written notice on the mortgagee by District of its intention to terminate this Ground Lease for such default or breach, shall cure such default or breach if the same can be cured by the payment or expenditure of money provided to be paid under the terms of this Ground Lease, or (ii) shall diligently take action to obtain possession of the leased Site or Project (including possession by receiver) and to cure such default or breach in the case of a default or breach which cannot be cured unless and until the mortgagee has obtained possession, or (iii) if such default or breach is not so curable under the foregoing subparagraphs (i) or (ii), shall institute and carry forward with due diligence judicial or non-judicial foreclosure proceedings or otherwise acquire Lessee's interest hereunder and keep and perform all of the covenants and conditions of this Ground Lease requiring the payment or expenditure of money by Lessee until such time as said leasehold shall be sold upon foreclosure pursuant to the mortgage or shall be released or reconveyed thereunder, but only to the extent that the foregoing does not violate and/or conflict with the then-applicable surplus property procedures, as set forth in Section 29, above; provided, however, that mortgagee shall not be required to continue such action for possession or such foreclosure proceedings if such default or breach shall be cured by Lessee; and provided further that if the holder of the mortgage shall fail to refuse to comply with any and all of the conditions of this paragraph, then and thereupon District shall be released from the covenant of forbearance herein contained and may terminate this Ground Lease.

Section 37. Default Under the Mortgage. In the event of a default by Lessee under the mortgage secured by this Ground Lease, any and all mortgage payments, and interest and penalties, shall be made payable first from funds on deposit in the Mortgage Payment Reserve Fund. Upon depletion of the Mortgage Payment Reserve Fund, any foreclosure of the leasehold mortgage, or sale thereunder, whether by judicial proceedings or by virtue of any power contained in the leasehold mortgage, or any assignment or conveyance of the leasehold estate created by this Ground Lease to a lender or other purchaser through, or in lieu of, foreclosure or other appropriate proceedings of a similar nature must not result in use of the Project for any purpose other than operation of an educational program, approved by the District at the Site and must not require the District to take any action that would violate or conflict with the then-applicable surplus property procedures. The foregoing notwithstanding, nothing herein shall preclude the District, at their sole option, from curing the mortgage default and repossessing the Site.

Section 38. Additional Covenants. At any time and during the time this Ground Lease is mortgaged to a mortgagee, the Lessee will fully comply with each of the following covenants:

(a) At all times, the Lessee will own and operate the Lessee's educational program in accordance with the Charter, at the Site, approved by the District.

(b) The Lessee will promptly pay when due all rents, charges and other sums or amounts required to be paid by the Lessee under the Ground Lease. The Lessee will further keep and perform all of the covenants, terms and provisions of the Ground Lease that impose any

obligations on the Lessee under the Ground Lease, and will do all other things necessary to preserve and keep unimpaired the rights of the Lessee under the Ground Lease.

(c) The Lessee will promptly notify the mortgagee in writing of any default on the part of the District under the Ground Lease, and of the occurrence of any event which, with or without any notice or lapse of time or both, would constitute a default on the part of the District under the Ground Lease.

(d) The Lessee will promptly send to the mortgagee a true copy of any notice of default served on the Lessee relating to the Ground Lease.

(e) The Lessee will not surrender the Ground Lease or its leasehold estate, nor terminate or cancel the Ground Lease, without first obtaining the prior written consent of the mortgagee. Nor will the Lessee make or consent to any modification, change, supplement, amendment or alteration of any terms of the Ground Lease without first obtaining the prior written consent of the mortgagee. The Lessee hereby assigns to the mortgagee all rights which it may have now or in the future to terminate, cancel, modify, change, supplement, amend or alter the Ground Lease.

(f) The Lessee agrees to exercise any option to renew or extend the Ground Lease if at the time that option becomes exercisable any indebtedness secured by the mortgage has not been fully paid. The Lessee will confirm exercise of that option to the mortgagee in writing within ten days after the date on which that option first becomes exercisable. The Lessee hereby irrevocably appoints the mortgagee as its attorney-in-fact, with full power of substitution, to exercise any such option on behalf of the Lessee if the Lessee for any reason fails or refuses to exercise that option at least twenty days prior to the expiration of the period of time for its exercise.

(g) Lessee must secure the prior written approval of the mortgagee prior to entering into any sublease under the Ground Lease or assigning any interest in the Ground Lease.

(h) Upon the mortgagee's request, the Lessee will submit satisfactory evidence of payment of all of its monetary obligations under the Ground Lease (including but not limited to ground rent, taxes, assessments, insurance premiums and operating expenses).

(i) If at any time the Lessee fails to comply fully with any of its obligations under the Ground Lease or under this instrument and that failure in any manner threatens to impair the mortgagee's security under the mortgage, or if the mortgagee or the trustee under a deed of trust is given the right to cure any of the Lessee's defaults under the terms of the Ground Lease, then the mortgagee and/or the trustee may, but is not obligated to, perform any of those obligations on behalf of the Lessee or cure any of the Lessee's defaults. The mortgagee and/or the District may take such action without notice to or demand upon the Lessee and without releasing the Lessee from any obligation under the mortgage or deed of trust or this instrument. Any and all costs and expenses (including but not limited to legal fees and disbursements) incurred by the mortgagee or the trustee in connection with any such actions will be immediately due and payable by the Lessee on demand and will bear interest, at the rate of seven percent (7%) per annum, from the time of advancement by the mortgagee or the trustee until repaid.

(j) The mortgagee (or the trustee if the mortgage is a deed of trust) will have the right to appear in and participate in all proceedings, including any arbitration proceedings, which could affect mortgagee's security or the provisions of the Ground Lease or which relate to the leased premises. The Lessee agrees to pay promptly upon demand all reasonable costs and expenses of the mortgagee and the trustee (including but not limited to legal fees and disbursements) incurred in any such proceedings.

(k) Any default of the Lessee under the Ground Lease or under this instrument will be a default under the mortgage.

Section 39. Amendments. This Ground Lease may not be amended, changed, modified, or altered without the prior written consent of the parties hereto and the mortgagee.

Section 40. Waiver. The waiver by any party of a breach by the other party of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

Section 41. Non-Liability of Mortgagee. The mortgagee shall have no obligations or liability under the terms of this Ground Lease unless mortgage shall become the owner of the leasehold estate by way of foreclosure (or deed in lieu of foreclosure). Should the mortgagee, after becoming the owner of the leasehold interest herein by any of the herein mentioned means, subsequently sell, hypothecate, assign or in any manner divest itself of its possessory interest in the premises, its liability or obligations under the terms of this Ground Lease shall cease as of the date of execution of such sale, hypothecation, assignment or divestiture.

Section 42. Non-Liability of the District. Any obligation of the District created by or arising out of this Ground Lease shall not impose a debt or pecuniary liability upon the District or a charge upon the general credit or taxing powers thereof but shall be payable solely out of funds duly authorized and appropriated by the State of California.

The delivery of this Ground Lease shall not, directly or indirectly or contingently, obligate the District to levy any form of taxation therefor or to make any appropriation. Nothing herein or in the proceedings of the District shall be construed to authorize the District to create a debt of the District, within the meaning of any constitutional or statutory provision of the State of California. No breach of any pledge, obligation or agreement made or incurred in connection herewith may impose any pecuniary liability upon, or any charge upon the general credit of the District. Nothing herein shall require the District to take any action that would violate or conflict with the then-applicable surplus property procedures.

Section 43. Law Governing. This Ground Lease shall be governed exclusively by the provisions hereof and by the laws of the State of California as the same from time to time exist.

Section 44. Section Headings. All articles, paragraph and section headings, titles or captions contained in this Ground Lease are for convenience of reference only and are not intended to define or limit the scope of any provision of this Ground Lease.

Section 45. Notices. All notices herein which are to be given or which may be given by either party to the other, shall be in writing and shall be deemed to have been given three (3) business days after deposit in the United States Mail, certified and postage prepaid, return receipt requested and addressed as follows:

To the District: Santa Ana Unified School District
Attn: Associate Superintendent, Business Services
1601 E. Chestnut Avenue
Santa Ana, CA 92701

To the Lessee: El Sol Science and Arts Academy
Attn: Executive Director
1010 N. Broadway Street
Santa Ana, California 92701

Nothing herein contained shall preclude the giving of any such written notice by personal service, in which event notice shall be deemed given when actually received. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice given by such party to the other as hereinabove provided.

Section 46. Successors and Assigns. The terms and provisions hereof shall extend to and be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

Section 47. Holding Over. Should the Lessee hold over the expiration of the term hereof with the express or implied consent of the District, such holding over shall be deemed to be on a month-to-month basis, subject otherwise to all the terms and conditions of this Ground Lease.

Section 48. Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this Ground Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants or conditions of this Ground Lease shall be affected thereby, and each provisions of this Ground Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 49. Execution. This Ground Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Ground Lease. It is also agreed that separate counterparts of this Ground Lease may separately be executed by the Lessee and the District, all with the same force and effect as though the same counterpart had been executed by both its Lessee and the District. Lessee shall provide to District written evidence (such as a copy of the Lessee's bylaws) indicating that the person signing on behalf of the Lessee has authority to sign and bind the Lessee.

IN WITNESS WHEREOF, this Ground Lease has been executed by the parties hereto as of the 18th day of October 2011

EL SOL SCIENCE & ARTS ACADEMY OF
SANTA ANA

By Michael Malin
Its EL SOL BOARD PRESIDENT

SANTA ANA UNIFIED SCHOOL DISTRICT

By [Signature] Michael P. Bishop
Its ASSOCIATE SUPERINTENDENT
BUSINESS SERVICES

El Sol Science and Arts Academy Charter School

Charter Renewal Petition

Presented to

**The Board of Trustees
Santa Ana Unified School District**

May 11, 2011

Charter prepared in compliance with the terms, conditions and requirements of applicable California charter school laws.

El Sol Science and Arts Academy Charter School Charter

The El Sol Science and Arts Academy Charter School (the "Charter School") submits this petition to the trustees of the Santa Ana Unified School District (the "District") for charter renewal approval as its sponsoring district.

Submittal

The original operating Charter was formally submitted to the Board of Trustees of the District at a meeting of the District Board on August 22, 2000, and approved by the Board of Trustees at a meeting of the District Board on September 26, 2000.

This Charter Renewal Contract reaffirms the commitment of the El Sol Academy Charter School students, staff, parents and school community to continue the efforts initiated in September of 2000 with the approval of our original petition.

The purpose of this document is to

1. Share the accomplishments of El Sol Academy for the past five years
2. Define the goals of El Sol Academy
3. Describe the instructional program
4. Identify the desired academic and social outcomes anticipated for all students
5. Delineate the roles and responsibilities of each member of El Sol Academy Community.

Preference for this Petition

As required by Section 47605 of El Sol Academy's Act of 1992, in reviewing petitions for the establishment of charter schools within the District, the District's governing board shall give preference to petitions that demonstrate the capability to provide comprehensive learning experiences to students identified by the petitioners as academically low-achieving pursuant to the standards established by the State Department of Education under Education Code Section 54032.

As set forth in this Petition, El Sol Academy has a solid record of providing a comprehensive learning experience that effectively serves the needs of academically low-achieving students. This is demonstrated throughout this Petition by the accomplishments, which are denoted by bold bullets under each category. Accordingly, this Petition is entitled to preference in the review and approval process.

Mission Statement

To provide a rigorous academic environment that prepares students for entrance into a college preparatory track at the high school of their choice and to create a culture of kindness, creativity, courage, and honesty that will permit our graduates to assume leadership roles in the 21st Century.

Background

El Sol Academy is located in Orange County in the Santa Ana Unified School District. El Sol Academy is currently serving 621 students in grades K- 8. **The El Sol student population is made up of : 96.11 % latino, 48% Asian, 65% African American, and 2.76% Anglo. This is comparable to the District which is comprised of 92.2% latino, 2.8% Asian, 0.8% African American, and 3.2% Anglo.**

The District has a population which is 70% English Learner Students, and 75% qualify for free or reduced price meals. At the elementary schools nearest El Sol Academy, these populations are closer to 90%. At El Sol, the student population is 68% English Learner Students and 81% qualify for free or reduced price meals.

Student performance at local elementary schools ranges from 13% to 33% in reading (average of approximately 20% or less), and 23% to 63% in math (average of approximately 30%). At the middle school level, students are performing at approximately 20% in reading, and 28% in math. ¹

Students at El Sol perform higher than 60% proficient or advanced in Language Art at grade 4th and above; lower grades perform at 35% proficient or advanced due to English Instruction being introduced in 3rd grade. In math, El Sol performs in ranges between 69% and 100% proficient and advanced. El Sol Academy is ranked as a statewide decile 8 school with a Similar Schools rank 10 and meets both API and AYP (Exhibit-C). The Charter's APRENDAs scores reflect high achievement in Spanish language Arts with students scoring 85% and above.

El Sol Academy provides a school environment with fewer students on a single-track school calendar of 175 days. The length of the school day exceeds traditional public schools. El Sol Academy will offer a college preparatory curriculum at the elementary and middle school level.

We enroll four classes of each grade. Grades K-3 have a 25:1 teacher/student ratio. Grades 4-8 are targeted to be 25:1. All students are under the direct supervision of a certificated employee for all core classes.

Sixteen Required Charter Elements (1-16)

This Charter is subject to the following conditions, and may be revoked in the event these conditions are not met within one hundred fifty (150) days after this Charter is approved:

Element 1 – The Educational Program

“A description of the educational program of the school, designed, among other things, to identify those whom the school is attempting to educate, what it means to be an ‘educated person’ in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners.” Ed. Code § 47605(b)(5)(A)

Educational Vision

El Sol Academy involves the entire school community—parents, staff, administration, students, and community—in working cooperatively and collaboratively to create a student-centered environment.

We, the parents, teachers, and board members of El Sol Science and Arts Academy envision a holistic curriculum that encompasses language, math, science, arts, and technology. Part of our curriculum encompasses a dual immersion program that produces bi-literacy in English and Spanish and multicultural competency, including appreciation of Mexican and Latino cultures and other American cultures. We will also develop partnerships within our community that will provide health and social support to children and families to achieve high educational outcomes.

El Sol Academy will implement a holistic approach to educating students. Along with increased skill application, El Sol Academy students will have an opportunity to strengthen social skills and confidence through peer mediation, mentoring, and after school clubs.

El Sol Academy believes that to be an educated person of the twenty-first century, graduates of El Sol Academy will be able to:

- Communicate effectively through reading, writing, speaking, and listening in English and in Spanish.
- Understand and apply higher-order thinking skills: critical thinking, creative thinking, problem solving, decision making.
- Demonstrate knowledge and appreciation of the different branches of the arts
- Demonstrate a strong work ethic and self-motivation in school in order to be good citizens and responsible, contributing members of society.
- Apply the skills necessary to work effectively alone and in cooperative settings.
- Demonstrate a positive attitude toward learning both now and in the future.
- Use technology in order to access information, apply research skills, and solve problems in preparation for higher education and the worlds of work.
- Demonstrate a sense of self-worth and knowledge of their abilities in order to set and achieve realistic goals.
- Respect, appreciate, and understand diverse culture and individuals.
- Be aware of major events and their geographical locations worldwide in order to understand the complexities of a global society.
- Attain fluency in a second language to facilitate participation in a global society.
- Demonstrate the knowledge of, and the desire for, physical fitness, healthy living, and mental well-being.

Modes and Methods of Instruction

A comprehensive literacy program is at the core of the mission of the educational program at El Sol Academy. The educational program focuses on increasing literacy in language arts, math, science, history/social studies, science, technology, and the arts. The goal of acquiring literacy in these areas determines much of the content of the curriculum, affects teaching strategies, provides a perspective for selecting and training teachers, and helps parents understand what is expected of their children.

There are high standards of academic achievement at El Sol Academy. Academic instruction is college preparatory with a heavy focus on reading and language arts via intensive support through intervention programs. El Sol Academy feels that all children, especially the primarily Latino population of El Sol Academy, respond more positively to a curriculum that stimulates creative thinking and problem solving, new ways of interpreting one's surroundings, and opportunities to express one's ideas and feelings in non-traditional formats.

El Sol Academy meets all District academic standards and all academic standards as adopted by the State Board of Education.

El Sol Academy's course of study meets all current District and State standards for each content area including English/Language Arts, English Language Development, Mathematics, Science, History/Social Science, and Visual and Performing Arts. El Sol Academy maintains a description of each course offered including content of course, pre-requisites, required demonstration of proficiency, and textbooks.

El Sol Academy meets all federal and state requirements for services to English Language Learners including initial (at entrance) and annual identification and assessment of primary and secondary language fluency in listening, speaking, reading, and writing. No student is denied admission to El Sol Academy based on limited English fluency. El Sol Academy provides English Language Development instruction and support as needed.

El Sol Academy meets all federal and state requirements for services to Special Education students including providing complete evaluations to develop a student's Individual Education Plan ("IEP") or 504 plan and services to fulfill the IEP or 504 plans. No student is denied admission to El Sol Academy based on Special Education status.

El Sol Academy's student/teacher ratio and average class size are no greater than those of the District in comparable grades and subject matters.

The goal is that El Sol Academy will have full time music, art, and technology teachers, and a full time counselor/family support teacher. Instructional assistants, volunteers, and other support programs will further reduce the student-to-adult ratio.

The classroom environment fosters opportunities for student interaction through cooperative learning activities, multi-grade and cross-age groupings, and peer tutoring. Grade levels use a team teaching approach for Language Arts, Math and Science, and the Humanities. Teachers provide instruction based on subject matter specialization and students rotate through.

- ◆ Students participate in Bridging across subject matter so that a Fourth Grader with strong skills in math could join a Fifth Grade math class during their subject matter groupings.

Kindergarten through eighth grades classes meet the minimum instructional minutes recommended by the state. In addition to the recommended state minutes, an extended day is provided for enrichment and remedial purposes.

We currently provide 58,860 instructional minutes per year which exceeds the state standards; 9,990 for Grades 1 – 3 and 6,403 for Grades 4 – 6.

CURRICULUM

From multiple models, El Sol Academy weaves units on humanities, cultural and multicultural literacy, and technology into the various corresponding areas of study at each grade level. Project-based learning and differentiated curriculum are core strategies for delivering the entire curriculum.

The Arts

El Sol Academy believes that the arts are an essential component in each child's education and life. Consequently, at each grade level, El Sol Academy provides music, visual art, dance, and theater education. El Sol Academy patterns programs after the California Public Schools' Visual and Performing Arts Framework adopted by the California State Board of Education.

El Sol Academy agrees with the state framework about the *Essential Ideas in Arts Education*:

- ◆ The arts are core subjects.
- ◆ The arts enrich, and are enriched by, the other subjects.
- ◆ The arts promote creativity, thinking, and joy.
- ◆ The arts offer different ways to make meaning.
- ◆ The arts reflect and influence cultures.
- ◆ The arts promote aesthetic literacy and appreciation.
- ◆ Assessment is inherent in the arts.
- ◆ Technology expands the arts.
- ◆ The arts prepare students for full participation in society.

Physical Education

The Physical Education program is designed to provide a balance between physical fitness and contemporary knowledge about body care and development. The curriculum may include units on dance, gymnastics, basic body conditioning, body health, and nutrition. Traditional sports such as soccer, baseball/softball, volleyball, and basketball are offered.

El Sol Academy teaches skills, sportsmanship, participation and team competition. The Physical Education program has been developed in conjunction with nutrition units in science. There will be opportunities for 7th and 8th grade students to participate with neighboring intermediate school sports teams.

Technology-Enriched Instructional Strategies and Learning Opportunities

Because computer literacy is so crucial in our 20th and emerging 21st centuries, a high value will be placed on this. Computers have been procured for each classroom and the children use these computers as a fundamental part of their day. Students develop their ability to use technology as a tool for inquiry, observation, and creativity. They learn keyboard skills, word-processing, multi-tasking, and online research skills and are exposed to computer graphics, and spreadsheet software.

Effective use of technology can enhance the learning experience for some students and contribute to teacher efforts to transform the learning environment so that it is more student-centered, problem and project-centered, collaborative, communicative, customized, and

productive. Technology provides a tool that can enable teachers and faculty to support such activities far more efficiently than has been possible in the past. Strategic use of technology simply can make learning far more interesting, even exciting, than what many students have encountered in their educational experience. (*The California Master Plan for Education, 2002*)

Enriched Learning Opportunities

While emphasizing a standards-based curriculum, all students at El Sol Academy have access to computers, software and the Internet upon entering the school in Kindergarten. The ratio of computers to students is one computer for every three students. All students are networked and have a connection to the Internet shared through a DSL line. Students in the upper grades use the provided technology to collaboratively investigate, organize and present information gathered via the Internet and other educational software currently provided on the computers. The lower elementary grades have used software and the Internet which enhances the learning presented in the classroom.

Collaboration and Networking Strategies

External partnerships and linkages with local educational agencies and community-based organizations will continue to provide the basis for several programs at El Sol Academy. The Santa Ana College Service Learning Program, Santa Ana High School Summer Youth Employment Workers, interns, and future teacher volunteers are welcome to provide support to staff and programs.

Linkages have also been established with community resources such as the public library, local senior center, civic organizations, and local colleges and universities for student visitations in an effort to increase levels of awareness relative to community service, occupations, role models, opportunities to perform, etc. Teachers regularly schedule activities at these resources as well as invite individuals into the classroom as volunteers.

GRADE LEVEL REVIEW OF CURRICULUM

KINDERGARTEN

Two-Way Bilingual Immersion or Dual Language Instruction

The program develops bilingualism and bi-literacy in Spanish and in English. This is achieved through instruction in the target language Spanish. In Kindergarten the percentage of academic instruction in Spanish is 90% to 10% English instruction. Students will also emerge competent in multiculturalism through the understanding of different cultures and development of high self-esteem. The ideal goal for all new kindergarten classes is having a distribution of 50% English Only (EO) students and 50% English Language Learner (ELL) students. The proportion should ideally not exceed a 30%/70% ratio for any language.

Language Arts

Reading, Writing, Listening, Speaking

□ Reading

◆ Goals

- *To understand the difference between fiction and nonfiction books.*
- *To read (be read to) for pleasure and/or information and understand that printed materials provide information.*
- *To learn the names, forms, and sounds of the letters of the alphabet.*
- *To understand that reading happens in a left to right, top to bottom sequence in our written language.*
- *To know about letters, words and sounds and apply this knowledge to read simple sentences.*

To reach these goals, we will focus on readiness skills: visual discrimination skills and memory skills. Students will learn to recognize left to right movement, top to bottom, and to learn that letters form words. We will also work on vocabulary development, phonic analysis (upper and lower case letters of the alphabet, consonant sounds, vowels, etc.). Students will learn about structure: sight words, rhyming words, and syllables.

□ Writing

Three facets of writing are developed in the kindergarten year. The first facet is the child's understanding that writing is "speech written down." The second is the child's understanding of himself or herself as an author who has something to say, and therefore, to write. The third is the physical task of forming letters properly, handwriting. Students write words and brief sentences that are legible. The skills developed will focus on capitalization, organization, punctuation and handwriting.

◆ Goals

- *To understand that writing is a symbol for speech.*
- *To understand that an "author" is a person who writes.*
- *To write as an author through dictation or autonomously.*
- *To form upper and lowercase alphabet letters properly.*

□ Listening/Speaking

Focus will be on following directions, speaking in clear, articulated sentences, and speaking with the audience in mind.

Mathematics

Focus will be on developing skills in recognizing numbers, sequences of numbers, simple patterns and groups of numbers, and understanding concepts, such as whole and half, and ones and tens. The comprehension we seek includes simple addition and subtraction, classification of shape, color, size, patterns of two and three parts, days of the week, and months of the year. The mechanics will focus on tracing, copying and writing numerals in sequence to ten, counting on one to add, and back one to subtract. Students will learn the measurement of time, length, height, weight and identification of simple geometric shapes and counting to one hundred.

Technology

Computer technology will be introduced by using the mouse to select by highlighting, pulling down menus, closing screens and saving.

Social Studies

Students are introduced to basic spatial, temporal and causal relationships, emphasizing the geographic and historic connections between the world today and the world long ago. Historical empathy for how people lived and worked long ago reinforces the concept of civic behavior.

Science

- ◆ Goals
 - *To use inquiry techniques and the scientific thinking process of observing, communicating, comparing, ordering, categorizing, relating, inferring and applying.*
 - *Observe common objects using the five senses.*
 - *Describe the properties of common objects.*
 - *Describe the relative position of objects using one reference.*
 - *Compare and sort common objects based on one physical attribute.*
 - *Communicate observations orally and in drawings.*

We will study elements of Biology—parts, sizes and shapes of plants and animals; Earth Science—the elements of the Earth, flat maps and round globes, mountain as a land form; and Physical Science—liquids and solids, forms of energy, molecular nature of matter and properties of materials that can be observed, measured and predicted.

The Arts

◆ Dance

The emphasis will be on simple dances, creative movement (i.e., creating personal shapes) and understanding basic concepts such as pulse, tempo and rhythm.

◆ Music

The program will consist of listening and developing a beginning vocabulary of music terms, reading and noting simple patterns, memorizing, singing and performing multicultural songs, and improvising, composing and arranging music on instruments. We will also provide music assemblies and field trips to concerts and children's opera.

◆ Theater

We will teach skills such as movement, voice projection, imitation, make-believe, acting, and directing. Students will learn to act out their own stories and group stories. The vocabulary of the theater will be gradually introduced. Students will attend theatrical productions.

◆ Visual Art

The emphasis will be on the process—creation of art. Vocabulary will be organic to the process. Students will be introduced to a variety of media—two-dimensional and three-dimensional. Students will exhibit their own work, as well as take field trips to museums and galleries.

Physical Education

In addition to standard physical education, other non-traditional approaches to physical education may be included, such as gymnastics, dance, yoga and martial arts.

FIRST GRADE

Dual Language Instruction

Two-Way Bilingual Immersion or Dual Language Instruction

The program develops bilingualism and bi-literacy in Spanish and in English. This is achieved through instruction in the target language Spanish. In First grade the percentage of academic instruction in Spanish is 80% to 20% English instruction. The ideal goal for first grade classes is maintaining a distribution of 50% English Only (EO) students and 50% English Language Learner (ELL) students, not exceeding a 30%/70% ratio for any language. Any new incoming students should fit into this ratio goal and should ideally come from a dual immersion program. Students will also emerge competent in multiculturalism through the understanding of different cultures and development of high self-esteem.

Language Arts

Reading, Writing, Speaking, Listening, Reference Skills

As the formal process of reading and writing are introduced to children, it is essential to preserve their self-esteem and honor the very different stages of readiness and confidence that each child brings to the classroom. For this reason, much of the reading and writing work of first grade is done individually with the teacher.

□ Reading

◆ Goals

- *To read controlled vocabulary readers with confidence.*
- *To decipher simple directions.*
- *To self-correct errors to enhance meaning.*
- *To participate in choral reading.*
- *To read one's own writing to the group.*

To reach these goals, students will develop their vocabularies by identifying letters, words and sentences, and matching spoken words to printed words. Phonics and structural analysis of words and phrases will help students to decode words and blend sounds to create words they will recognize in print. Students will learn basic rules of grammar and spelling and will begin to read aloud with fluency.

To aid their reading comprehension, students will learn the elements of literature, understanding that a story has a plot, chronology, characters and setting. They will recognize that plots reflect a problem or conflict, that text can help predict subsequent events and character traits, and that setting can be used to support and further illustrate the plot and characterizations in a story. Students will read, or have read to them, fiction (picture books, fantasy, folk tales, myths), non-fiction (historical accounts, science and biography), and poetry. Students will be able to recognize components of a book (title, author, chapters, illustrations, table of contents), care for books properly and start understanding how to use a library.

□ **Writing**

◆ **Goals**

As children move beyond the stage of mastering handwriting, they will learn the stages of the writing process: pre-writing, writing, revising, editing and publishing. Students write clear and coherent sentences and paragraphs that develop a central idea. Their writing shows they consider the audience and purpose.

To reach these goals, students move through the process of pre-writing, writing, revising and editing. They will write brief narrative and expository descriptions that have a theme or focus and will use appropriate punctuation and capitalization. Students will build on skills learned in kindergarten by printing clearly and legibly, and will expand their vocabularies and spelling abilities.

□ **Listening/Speaking**

Students will be able to recognize rhyming words and there will be a strong focus on phonemic awareness. They will learn to recount stories they have heard and ask questions to help deepen their understanding of the stories. Students will be able to give, restate, and follow simple directions.

Students will refine their speaking abilities by speaking on selected topics, with their thoughts organized around a coherent thesis statement. They will relate supporting details descriptively and in clear, simple sequence.

Mathematics

Students will learn to identify, count, and form numerals (by 1, 2, 5, and 10) to 100, and to distinguish between odd and even numbers. They will understand the concepts of addition and subtraction (using both numeric equations and currency and coins), greater than, less than, and equal to, how to make reasonable estimations of numbers and amounts, and how to use shapes to represent fractional portions (half, third, quarter). They will learn to solve simple equations and the terminology needed to communicate their understanding these concepts.

Students will measure length and weight using standard and non-standard units. They will begin to understand how to monitor time by using calendars and clocks. They will learn basic geometric shapes and be able to sort, classify and describe numbers, shapes, sizes, rhythms, patterns and colors.

Technology

Students continue learning about technology by learning additional computer commands and beginning to work within simple computer programs.

Social Studies

The program addresses perspective on time and space. The children will study the Earth and the indigenous Native American tribes who lived symbiotically with the Earth. The skills of social studies are the written and verbal skills of language arts, math, and science. Social studies provide the context for the practice of these skills. The curriculum focuses on the Earth, its makeup and origins, its inhabitants, and the changes of the Earth throughout history.

Science

◆ Goals

To use inquiry techniques and the scientific thinking processes of observing, communicating, comparing, ordering, categorizing, relating, inferring and applying.

The science curriculum reinforces and expands the study of the Earth presented in social studies. Students study the components of the Earth, extinct animals, learning that all matter and organisms are affected by environment. Students learn the influence of weather on the Earth.

The Arts

◆ Dance

Students continue to learn how space and stimuli (sound, colors, textures, imagery, and feelings) can be used to improvise expressive dance. They will learn the importance of good physical health and how it improves dance. Students will learn dances from other cultures and view performances of ethnic dances. We will discuss the emotions, history and messages represented in these dances.

◆ Music

Students build on their study of the elements of music by learning to read simple rhythms, patterns and pitch notations. They will be able to sight-read simple melodies, which they will sing and play instruments. We will provide music assemblies to increase music appreciation and take field trips to concerts and musicals.

◆ Theater

We will further our study of theater by replicating the movements and sounds of objects, animals and people, and dramatize the emotions of prescribed situations. These skills will then be used in performances of small scenes and plays. We will learn additional theatrical terminology. We will attend theatrical performances and later discuss impressions of the performances.

◆ Visual Art

The emphasis of the curricula remains on the process of the individual creation of art. Students will use a variety of media and techniques to illustrate their emotions and observations about both their environment and specific scenes and objects. Students will have numerous opportunities throughout the year to display their artwork in the school and take field trips to museums and galleries.

Physical Education

We will continue standard physical education, teaching sports and other non-traditional approaches to physical education such as gymnastics, dance, yoga, and martial arts. Students will also learn about nutrition and the basic food groups.

SECOND GRADE

Two-Way Bilingual Immersion or Dual Language Instruction

The program develops bilingualism and bi-literacy in Spanish and in English. This is achieved through instruction in the target language Spanish. In Second grade, the percentage of academic instruction in Spanish is 70% to 30% English instruction. The ideal goal for first grade classes is

maintaining a distribution of 50% English Only (EO) students and 50% English Language Learner (ELL) students, not exceeding a 30%/70% ratio for any language. Any new incoming students should fit into this ratio goal and should ideally come from a dual immersion program. Students will also emerge competent in multiculturalism through the understanding of different cultures and development of high self-esteem.

Language Arts

Reading, Writing, Listening, Speaking, Reference Skills

□ Reading

Students understand the basic features of reading. They select letter patterns and know how to translate them into spoken language by using phonics, syllabication, and word parts. They apply this knowledge to achieve fluent oral and silent reading.

◆ Goals

- *To show interest in books and a willingness to read.*
- *To read for pleasure and information.*
- *To sustain reading without interruption for one half-hour.*
- *To develop various reading strategies for both literal and interpretive comprehension.*

We will review the first grade skills and work on expanding vocabulary (homonyms, synonyms, and antonyms), nouns, action verbs, and adjectives, and simple prefixes and suffixes. We continue to strengthen phonics study.

In the area of comprehension, we will address main idea and details, cause and effect, information—who, what, where, why and when. Also, we will analyze literature to cover plot, chronology, characterization, and setting. We will also discuss the elements of fiction, non-fiction, and poetry.

Reference skills will come from computers and library visits.

□ Writing

We will cover techniques and concepts of pre-writing, first draft writing and editing. In grammar we will discuss punctuation, parts of speech and spelling. Spelling will come from 200 high-frequency words (traditional and multicultural). Listening and speaking will be emphasized through class recitations, story-telling, and public speaking simulations. The literature program will balance reading traditional children's classics with contemporary multicultural stories.

Mathematics

We will review first grade skills, moving on to an expansion of number concept and theory, i.e., counting by 100's, 10's and 1's; fractions as parts of the whole; addition and subtraction skills.

Students will use a writing journal to plan, organize, and develop a math vocabulary. The mechanics will be expanded by: writing numbers in sequence to 1000, adding three two-digit numbers, learning values of coins, dollars and cents, beginning multiplication table of 2's, 5's and 10's (to times 10), and more.

Measurement skills will include: measuring objects to nearest centimeter, telling time to nearest quarter hour, and knowing the relationships of time, using different units to measure the same object, etc. In Geometry, the students will identify plane shapes and solid shapes, making different shapes.

Technology

Students will learn to save their work and use the World Wide Web and other applicable programs as a reference tool for all subject areas.

Social Studies

The second grade children study people who make a difference in the United States and in their local community.

Science

◆ Goals

To use inquiry techniques and the scientific thinking process of observing, communicating, comparing, ordering, categorizing, relating, inferring, and applying.

The science program will involve simple experimentation and investigations. The program will focus upon three areas: A) Biology—the human body, vertebrates and invertebrates, tide pools and ocean animals, life cycles of plants and animals; B) Earth Science—geography, formation of rocks, soil, and the resources provided by rock, water, plants and soil; C) Physical Sciences—will focus on the motion of objects, magnets, maps and machines.

The Arts

◆ Dance

We will continue our focus upon the study, practice, and performance of different styles of dance. In addition, the creative movement classes will encourage students to explore the use of space through various forms of movement. Concepts of pulse, tempo, and rhythm will be incorporated in the dance units. Students will be exposed to various performances at school assemblies and on field trips.

◆ Music

Students will be given the next level of exercises in melody, harmony, rhythm, texture, form, dynamics and timbre. Emphasis on improvisation, composition, and arrangement of music will continue. Sight-reading will continue and students will be exposed to more demanding echo work and sight-clapping of rhythms. Classroom listing, field trips and concerts, and assemblies will be a part of every child's life at school.

◆ Theater

Students will balance simple group improvisations with set exercises. They will use their bodies to move as objects, animals or people they have observed. Students will perform scenes and plays, which will also enhance language skills. Students will create their own stories and plays that will be videotaped, evaluated, and refashioned. Students will attend plays and assembly performances.

◆ Visual Arts

Students will be presented with new techniques and challenges to capture what they see and feel in life. Individual creativity will be encouraged. Visual arts vocabulary will be organically developed. Students will continue visits to galleries, museums, and films about artists. The art forms of many different world cultures will be presented to the students.

Physical Education

In addition to playing sports, we will add dances from new countries, and new concepts in other non-traditional physical education activities. The study of nutrition will be integrated with the science units.

THIRD GRADE

Third grade begins formal instruction in English Reading and Writing based on the 90/10 Two-Way immersion model.

Two-Way Bilingual Immersion or Dual Language Instruction

The program develops bilingualism and bi-literacy in Spanish and in English. This is achieved through instruction in the target language Spanish. In Third Grade the percentage of academic instruction in Spanish is 60% to 40% English instruction. The ideal goal for first grade classes is maintaining a distribution of 50% English Only (EO) students and 50% English Language Learner (ELL) students, not exceeding a 30%/70% ratio for any language. Any new incoming students should fit into this ratio goal and should ideally come from a dual immersion program. Students will also emerge competent in multiculturalism through the understanding of different cultures and development of high self-esteem.

Language Arts

Reading, Writing, Listening, Speaking, Reference Skills

□ **Reading**

◆ Goals

- *To experience reading in many genres.*
- *To read for pleasure and information.*
- *To develop reading strategies for different types of texts.*
- *To develop various reading strategies for both literal and interpretative comprehension.*

Students will work to expand their comprehension by building their vocabularies. They will understand content words and be able to identify the definition of multiple meaning words from sentence content. They will also use synonyms, root words, antonyms, homophones, homographs, prefixes and suffixes to determine the meaning of words. Additionally, students will use a dictionary to determine the meaning of words.

In the English grammar program, students will be formally introduced to digraphs and diphthongs, and decoding multi-syllabic and compound words. Students will work with contractions and use plurals, word endings reflecting tense and singular possessives correctly. There will be a strong emphasis on non-transferable skills (for example, sounds and spelling patterns that exist in English that do not exist in Spanish).

Through our study of literature, students will build on the knowledge of plot, chronology, characterization and setting. They will look in a story for details that support the main idea and events leading to the resolution of a story's conflict. They will identify the narrator and compare characters using personality traits. Students will use the library both to locate books, etc., to read for pleasure and as a research tool. They will learn how to locate reference materials and select materials of personal interest.

□ **Writing**

◆ **Goals**

The third grade year marks the beginning of paragraph development and structured writing. Students write letters, begin to write paragraphs and write exposition, as well as personal narrative. The focus is to write clear and coherent paragraphs that develop a central idea.

Students will understand the basic elements of composition. They will select a topic and provide simple supporting facts and details. Students will write short narratives and stories, revising to improve coherence and clarity. Students will use appropriate punctuation in this writing (accurate capitalization, quotation marks to indicate speech, abbreviations, and correct paragraph indentation). Students will learn to write using cursive letters and will increase their spelling abilities (300 high-frequency words, silent letters, soft consonant sounds, etc.).

Students' listening and speaking abilities will be enhanced. They will be able to answer questions in complete sentences and read stories and poems aloud with greater accuracy and fluency.

Mathematics

Students will be able to read, write and count numbers through 1 million, understand multiplication (memorizing tables 1-10), and understand fractions through $\frac{1}{16}$. Students will understand fractions represented by drawings and be able to add and subtract fractions. They will understand that fractions and decimals are representations of the same concept. Students will round off (to the nearest 10, 100, 1000) numbers to 10,000. Students will analyze problems by identifying relationships, distinguishing between relevant and irrelevant information, prioritizing information, and applying skills learned in solving one problem to others.

Students' knowledge of measurement will be increased to include metric measurements and the ability to estimate the length, liquid volume, weight, mass and area of given objects. They will be able to identify geometric objects and compute their area and volume.

Students will keep a mathematical journal to record and organize the skills they have learned, using it at future times for reference and comparison.

Technology

Students will use technology to produce products, using graphics and drawing tools. They will also create a spreadsheet to track their physical activities.

Social Studies

Continuity and change are the central concepts for the third grade social studies. Comparative studies of the neighborhood, cities, countries, and continents, and core cultural and multicultural units provide similar, yet contrasting, context for developing these themes.

Science

◆ Goals

To use inquiry techniques and the scientific thinking process of observing, communicating, comparing, ordering, categorizing, relating, inferring, and applying.

In our Biological and Earth Sciences programs, students will learn that our solar system has nine planets, each with specific characteristics that revolve around the sun. The students will understand that the sun, planets, and moon affect the seasons and the tides on Earth. They will learn that there are many regions (biomes) on the Earth, each with its own specific climate, plant and animal life. Through the Physical Science program, students will understand the definition of matter, energy, current, voltage, and resistance.

The Arts

◆ Dance

We will continue to focus on the study and performance of multicultural dances. We will emphasize more complex dances, including the historical and cultural importance of the dances. Students will also continue to explore improvisational and expressive movement and will attend performances that incorporate multicultural dance.

◆ Music

The skills and techniques built in the second grade of learning music will be continued and expanded. Students will learn increasingly complex and lengthy rhythm patterns and sequences. Listening to a variety of music (classical, contemporary, jazz, multicultural) will become a more significant part of the third grade music class, and will include discussion of the different musical genres. Students will be given the opportunity to play instruments and sing during school-wide performances.

◆ Theater

Students will continue to perform brief improvisational scenes, as well as develop lengthier performance pieces. They will work to speak and move in a manner suitable to the character they are portraying. Students will also learn about stage sets. More advanced theater terminology will be added to their vocabularies. Students will continue to attend performances at local theaters, at school assemblies, and view performances on film.

◆ Visual Arts

Students will expand talents and techniques from second grade as they continue to utilize varied media to recreate their impressions of scenes from their lives. Projects will be both two- and three-dimensional. Students will view artworks by artists of many cultures and discuss the differences and commonalities in the works. Students will be encouraged to display their work throughout the school and will visit galleries and museums.

Physical Education

In addition to body conditioning and sports, we will add dances from new countries and new concepts in gymnastics and martial arts. We will continue standard physical education, teaching sports and other non-traditional approaches to physical education such as gymnastics, dance, yoga, and martial arts. The study of nutrition will be integrated with the science units.

FOURTH GRADE

Two-Way Bilingual Immersion or Dual Language Instruction

The program develops bilingualism and bi-literacy in Spanish and in English. This is achieved through instruction the target language Spanish. In Fourth Grade, the percentage of academic instruction in Spanish is 50% to 50% English instruction. The ideal goal for first grade classes is maintaining a distribution of 50% English Only (EO) students and 50% English Language Learner (ELL) students, not exceeding a 30%/70% ratio for any language. Any new incoming students should fit into this ratio goal and should ideally come from a dual immersion program. Students also emerge competent in multiculturalism through the understanding of different cultures and development of high self esteem.

Language Arts

Reading, Writing, Listening, Speaking, Reference Skills

Students understand the basic features of reading. They select letter patterns and know how to translate them into spoken language by using phonics, syllabication, and word parts. They apply this knowledge to achieve fluent oral and silent reading.

□ **Reading**

◆ **Goals**

- *To experience reading in many genres.*
- *To read for pleasure and information.*
- *To develop reading strategies for different types of texts.*
- *To develop various reading strategies for both literal and inferential comprehension.*
- *Applies knowledge of word origin, roots, affixes, derivations, synonyms, antonyms, and idioms to determine the meaning of words and phrases.*

Skill acquisition will continue to focus on vocabulary, phonics, grammar, and comprehension strategies. The literature will continue our balance of reading traditional children's classics with looking at contemporary children's stories, with an emphasis on multicultural settings.

Vocabulary will be drawn from the literature, from all the other subject areas (including the arts). Literature will also range from fiction to non-fiction (biography) to poetry. Various techniques of writers will be explored in each area. Research skills will further be developed through several organized and guided trips to the library.

□ **Writing**

Students further develop paragraph structure, and move from the development of a single paragraph in third grade, to a three-paragraph format practiced in expository writing. Increased sentence complexity is developed during this year. Students will write clear, coherent sentences and paragraphs that develop a central idea. Creative writing, journalizing, and letter writing will

continue to be taught. Writing will be a major activity each day and week. Pre-writing, outlining first drafts, editing, re-writing, and different kinds of writing will be stressed. In grammar and editing, we will focus on parts of speech, capitalization, punctuation, syntax, and spelling (400 high-frequency words).

Listening and speaking will focus on recitation of poems, dramatic readings, and public speaking techniques.

Mathematics

By the end of fourth grade, our students should, at a minimum, be able to write numbers through one million, and understand the concept of division and mixed numerals. They will understand addition and subtraction of fractions with like denominators, be able to convert an improper fraction to a mixed number and the use of the decimal point (for hundred, ten, one, tenths, hundredths, thousandths). Students will be able to round two-digit numbers to the nearest ten, and three-digit numbers to the nearest hundred. Students will use math journals to plan and organize data, show their work, and discuss strategies.

Technology

We will expand knowledge of technology by creating reports using an electronic research tools. Students utilize a larger vocabulary of computer terminology.

Social Studies

Students study the State of California, including its geography, ecology and history with special consideration of its rich, multi-ethnic heritage developed by waves of successive immigrants.

Science

Although the science concepts taught are those referenced in the California State Science Framework, the sequence in which they are taught relates to the classroom teachers' social studies themes, sequence and student pace.

- ◆ Goals

- *To use inquiry techniques and the scientific thinking process of observing, communicating, comparing, ordering, categorizing, relating, inferring and applying.*
- *The biological, earth, and physical science units will all focus on oceanography and water systems of the planet.*

The Arts

- ◆ Dance

We will progress to more intricate forms of multicultural dances. We will also develop 'dance stories' growing out of the literature programs in which students will create group choreographic scenes. Students will learn to apply musical concepts of double and triple meter to movement and dance forms, such as the waltz, fox trot, etc. Students will also discuss the body in relation to health, nutrition, rest, and protection from physical injury. Field trips and assemblies will be part of the curriculum.

- ◆ Music

Students will develop an increasingly sophisticated knowledge of melody, meter, harmony, and orchestration through ensemble experience and performance. We will continue teaching improvisation and composition, as well as sight-singing and sight-reading. Students are now

learning to read simple melodies in both the treble and bass clefs at sight. Assemblies, field trips, and concerts are important in widening the students' vision of what is possible in the world.

◆ Theater

The theater program will emphasize various skills: students using their voice to convey mood, character, and emotion in recounting personal experiences and stories. Scenes will grow out of the literature and out of students' personal stories. Field trips, assemblies, and attendance at professional theatrical productions will continue.

◆ Visual Arts

Students will use a variety of techniques and media to illustrate their observations of the environment in which they live. Their visual arts vocabulary will be expanded through design and image techniques, through field trips to museums and galleries, and through related topics in the traditional and multicultural programs.

Physical Education

Students will have an opportunity to focus on areas of strength. We will continue standard physical education, teaching sports and other non-traditional approaches to physical education such as gymnastics, dance, yoga, and martial arts.

FIFTH GRADE

Two-Way Bilingual Immersion or Dual Language Instruction

The program develops bilingualism and bi-literacy in Spanish and in English. This is achieved through instruction the target language Spanish. In Fifth Grade, the percentage of academic instruction in Spanish is 50% to 50% English instruction. The ideal goal for first grade classes is maintaining a distribution of 50% English Only (EO) students and 50% English Language Learner (ELL) students, not exceeding a 30%/70% ratio for any language. Any new incoming students should fit into this ratio goal and should ideally come from a dual immersion program. Students also emerge competent in multiculturalism through the understanding of different cultures and development of high self esteem.

Language Arts

Reading, Writing, Listening, Speaking

□ **Reading**

◆ Goals

- *To experience reading in many genres.*
- *To read for pleasure and information.*
- *To develop reading strategies for different types of text.*
- *To develop reading strategies for both literal and inferential comprehension.*

The skills at the fifth grade level will continue several emphases: vocabulary development (roots, content words from the literature and key multicultural word lists); grammar and structure; comprehension techniques; and various elements of literature—adding items such as point of view, theme, genre and various terms specific to poetry, fiction and non-fiction.

Reference and reading skills will cover various topics and techniques ranging from newspaper reading skills to library skills to use of the thesaurus—both book form and electronic—to atlases, maps, graphs and diagrams.

The literature will focus on traditional classics and contemporary quality stories.

□ **Writing**

◆ **Goals**

In fifth grade, students develop a three-paragraph essay structure incorporating all skills learned in the previous grade. Students will experiment with writing in different genres, using new vocabulary, literary devices, and dialogue. Students write clear, coherent, and focused essays containing formal introductions, supporting evidence, and conclusions. Paramount will be finding one's voice in addition to skill development.

◆ **Skills Developed**

Students will further develop skills learned in the previous years through the writing process, which included pre-writing, drafting, conferencing, revising, rewriting, editing and publishing.

Students will create a multi-paragraph essay based on a standard outline, writing drafts, editing those drafts, and writing for audience. Focused skills will include capitalization, punctuation, identifying parts of speech, spelling on a more difficult level, and public speaking.

Mathematics

The fifth grade will offer a quick review of fourth grade skills and expand into areas such as: multiplication and division of fraction with both like and unlike denominators; addition, subtraction, multiplication and division of decimals; ratios and percents; ordering unlike fractions and decimals in sequence; calculating percent of whole numbers; identifying obtuse, acute, and right angles and isosceles, acute and right triangles; identifies area of rectangles, triangles and parallelograms; and more.

Technology

In technology, students will work with the internet and use it as a communication tool.

Social Studies

The fifth grade program begins the sequence on American History. The fifth grade focuses on the development of our nation to 1870. American ideals of freedom and the protection of human rights are key concepts for the investigations.

Science

◆ **Goals**

To use inquiry techniques and the scientific thinking process of observing, communication, comparing, ordering, categorizing, relating, inferring, and applying.

Students will focus on Biology. The concepts developed will include:

- The simplest living organism lives as a single cell.
- Cells are the basic part of all living organisms.
- Multi-cellular animals are often complex organisms.
- Food provides the energy needed by living things.

- Different foods provide different molecules and different quantities of the molecules needed by living organisms.
- Plants and animals have structures for respiration, digestion, waste disposal and transport of materials.

The Arts

◆ Dance

Various elements of music (pulse, tempo, rhythm) will become more complex. Students will engage in group problem-solving and choreographed solutions. Students will observe and discuss historical dance styles and forms in performance and on film.

◆ Music

Students learn more demanding scales. Students will learn to identify and define standard notation symbols for pitch, rhythm, dynamics, tempo, articulation and expression. Singing and recorder playing and performance will continue and grow.

◆ Theater

The fifth grade will work toward a full-length production of a play. All of the elements of acting and production will be part of this major effort. The play will be performed for other organizations and for the parents.

◆ Visual Arts

The range and variety of media and materials will expand, and the fifth grade students will work toward an Exhibit.” The elements of a show will be studied all year - theme, selection, arrangement and display, publicity, timetable, etc.

Physical Education

Fifth grade will be an expansion of the previous year with a growing emphasis on skills, participation, and team work. We will continue standard physical education, teaching sports and other non-traditional approaches to physical education such as gymnastics, dance, yoga, and martial arts.

SIXTH GRADE – SEVENTH GRADE – EIGHTH GRADE

Two-Way Bilingual Immersion or Dual Language Instruction

The program develops bilingualism and bi-literacy in Spanish and in English. This is achieved through initial instruction in Spanish language working toward an equal and balanced language instruction. In Sixth - Eighth Grade, the percentage of academic instruction in Spanish is 50% to 50% English instruction. Students also emerge competent in multiculturalism through the understanding of different cultures and development of high self esteem.

Language Arts

Reading, Writing, Listening, Speaking

□ Reading

◆ Goals

- *To experience reading in many genres.*

- *To read for pleasure and information.*
- *To develop reading strategies for different types of text.*
- *To develop reading strategies for both literal and inferential comprehension.*

The skills at these grade levels will continue several emphases: vocabulary development (roots, content words from the literature and key multicultural word lists); grammar and structure; comprehension techniques; and various elements of literature—adding items such as point of view, theme, genre and various terms specific to poetry, fiction and non-fiction.

Reference and reading skills will cover various topics and techniques ranging from newspaper reading skills to library skills to use of the thesaurus—both book form and electronic—to atlases, maps, graphs and diagrams.

The literature will focus on traditional classics and contemporary quality stories.

□ **Writing**

◆ Skills Developed

Students will further develop skills learned in the previous years through the writing process, which included pre-writing, drafting, conferencing, revising, rewriting, editing and publishing.

Students will create a multi-paragraph essay based on a standard outline, writing drafts, editing those drafts, and writing for audience. Focused skills will include capitalization, punctuation, identifying parts of speech, spelling on a more difficult level, and public speaking.

Mathematics

The sixth through eighth grade will achieve mastery in multiplication and division of fraction with both like and unlike denominators; addition, subtraction, multiplication and division of decimals; ratios and percents; ordering unlike fractions and decimals in sequence; calculating percent of whole numbers; identifying obtuse, acute, and right angles and isosceles, acute and right triangles; identifies area of rectangles, triangles and parallelograms; Algebra and early Calculus.

Technology

In technology, students will work with the internet and use it as a communication tool. Students will use technology to support learning in all academic areas. Additionally, they will work on project based assignments to create technologically advanced videos, slides and programs.

Social Studies

The Sixth through Eighth Grade curriculum will follow the goals of the California State Standards.

Science

◆ Goals

To use inquiry techniques and the scientific thinking process of observing, communication, comparing, ordering, categorizing, relating, inferring, and applying.

Students will focus on Biology. The concepts developed will include:

- The simplest living organism lives as a single cell.

- Cells are the basic part of all living organisms.
- Multi-cellular animals are often complex organisms.
- Food provides the energy needed by living things.
- Different foods provide different molecules and different quantities of the molecules needed by living organisms.
- Plants and animals have structures for respiration, digestion, waste disposal and transport of materials.

The Arts

◆ Dance

Various elements of music (pulse, tempo, rhythm) will become more complex. Students will engage in group problem-solving and choreographed solutions. Students will observe and discuss historical dance styles and forms in performance and on film.

◆ Music

Students learn more demanding scales. Students will learn to identify and define standard notation symbols for pitch, rhythm, dynamics, tempo, articulation and expression. Singing and recorder playing and performance will continue and grow.

◆ Theater

The students will work toward a full-length production of a play. All of the elements of acting and production will be part of this major effort. The play will be performed for other organizations and for the parents.

◆ Visual Arts

The range and variety of media and materials will expand, and students will work toward an Exhibit. The elements of a show will be studied all year - theme, selection, arrangement and display, publicity, timetable, etc.

Physical Education

Sixth through Eighth grade will be an expansion of the previous year with a growing emphasis on skills, participation, and team work. We will continue standard physical education, teaching sports and other non-traditional approaches to physical education such as gymnastics, dance, yoga, and martial arts.

ENGLISH LANGUAGE LEARNERS

El Sol Academy will continue to meet all requirements of Federal Law relative to equal access to curriculum for English learners.

The dual immersion program will continue to be the basis for El Sol Academy's curriculum designed for students acquiring English language skills. Based on an English Language Development (ELD) and standards-based rubric, students who are identified in the English Assessment component of the entrance assessment test as unable to benefit from the standard curriculum will receive additional support. This may entail an instructional program presented in English, with provisions to ensure comprehension for English learners and development of English as a second language.

Students will continue to be identified and recommended for intervention services through both teacher recommendations and assessment tools. Intervention services may include working one-on-one or working in small groups. All attempts will continue to be made to coordinate intervention services with other classroom group learning activities to minimize the stigma associated with any specialized instruction.

The instructional program for El Sol Academy is designed to promote language acquisition, oral language development and enriched learning opportunities for all students in the following ways:

- Students will interact through cooperative learning activities in all content areas
- Students will make oral presentations in all content areas
- Students will collaborate for group performances and reports
- Extended learning opportunities will be provided in recreation and performing arts
- ESL tutoring will be provided in the academic tutoring program
- English learners will be mainstreamed with fluent English-proficient students and bilingual students

1. Initial assessment for Identifying English Fluency

El Sol Academy expects to draw from a population that includes a high percentage of low English proficiency students as reflected in the LEP percentages of existing elementary schools in the surrounding neighborhood. As such, some English language learners may enter El Sol Academy with ELD levels and other records already in place. All new students transferring to El Sol Academy will be administered the entrance assessment test and its English Assessment component, upon entry for placement.

2. Criteria to Determine Full Academic Fluency in English

The criteria used to determine full academic fluency will be measured by an ELD standards-based rubric that is based on the re-designation test used by the sponsoring district.

English learners, if necessary, will receive formal ESL instruction on a pull-out basis using appropriate curricular materials. Instruction will be aligned with district and state standards. ESL instruction will be offered to students in the academic tutoring program as needed

SOCIOECONOMICALLY DISADVANTAGED STUDENTS

El Sol Academy will provide a variety of services to support students who are designated socioeconomically disadvantaged. The school maintains high expectations for achievement from all students, regardless of their circumstances. El Sol understands that additional support may be needed for some students. Therefore, the school offers intensive intervention, both during the day and during the school's extended day. Both enrichment and intervention services are provided free of charge to students who are designated socioeconomically disadvantaged. The school also provides a variety of services for parents and families who need additional support including: health care, legal aid, adult education, social services, parenting, nutrition, food pantry, financial planning, tax assistance and other services. It is the school's belief that a health family, broadly defined, is more capable of supporting the educational needs of their children.

GIFTED STUDENTS

Gate students will have increased educational opportunity with differentiated curriculum in core classes. Extended learning will occur in the classroom through challenging students in the content areas by means of related projects and challenge activities with the core curriculum.

GATE students will have the ability to move to the level at which they are competent and may work at their own pace by means of compacted instruction. In addition, El Sol Science and Arts Academy offers a comprehensive after school program that includes enrichment activities such as chess club, math club (the purpose of this club is to prepare students for math competitions within Orange County), individualized music lessons (piano, guitar and drums), dance (Folklorico), art (drawing, painting with the purpose to enter varied contests within the area – work has been displayed in Laguna Beach; a 2nd grade student win a contest – Consulado de Mexico, where she has flown to Mexico to receive her award).

STUDENTS ACHIEVING BELOW GRADE LEVEL

Students with failing grades in the core academic subjects of English, Mathematics, Science, and History/Social Science shall not be denied readmission or continuing status to El Sol Academy without receiving assistance through implementation of a remediation plan.

El Sol Academy Remediation Plan shall follow at a minimum the District's regulations for promotion, retention, and intervention for underperforming students.

Prior to excluding a student for academic underperformance, El Sol Academy shall take reasonable steps to intervene on behalf of the student. El Sol Academy shall develop a remediation program (the "Remediation Program"), to raise the performance of the student which shall include commitments on the part of El Sol Academy as well as the family of the student.

The Remediation Program shall provide that no student may be excluded for academic underperformance prior to the completion of one full semester during which the Remediation Program is implemented in good faith. The Remediation Program shall be provided at no cost to the student.

Students who have behavior or attendance problems will participate in a special intervention program. Early intervention is critical in cases where students exhibit difficulties in the learning process. Skills-based intervention will include developing a personalized education plan in collaboration between the intervention program teacher coordinator, the classroom teacher, an administrator, and a resource teacher. The parent is always expected to be part of the team, as is the student when appropriate. Other school support staff (speech, nurse, RSP teacher, and psychologist) will participate as needed. The personalized education intervention plan will include goals and objectives to be accomplished in accordance with a certain time frame. Follow-up meetings will be scheduled to monitor progress.

IDEIA/STUDENTS WITH DISABILITIES

Currently, El Sol Academy has been deemed to be a public school of the district for purposes of special education pursuant to Education Code § 47641(b) and reserves the right to become its

own LEA for the purpose of providing special education services to our students in the future. A child with disabilities attending the School receives special education instruction and designated instruction and services, provided by District personnel either in-house or by contract with a qualified third-party in accordance with the IEP in the same manner as a child with disabilities who attends another public school within the District.

Section 504/ADA

El Sol Academy is solely responsible for its compliance with Section 504 and the ADA. All facilities of El Sol are accessible for all students with disabilities in accordance with the ADA.

Further, El Sol Academy has adopted and implements a policy which outlines the requirements for identifying and serving students with a 504 accommodation plan (El Sol's 504 policy is attached as Exhibit " "). El Sol Academy recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of the School. Any student, who has an objectively identified disability, which substantially limits a major life activity such as learning is eligible for accommodation by El Sol Academy and is accommodated.

SPECIAL EDUCATION SERVICES/504 COMMENCING JULY 1, 2011

The following provisions govern the application of special education to El Sol Academy's students:

It is understood that all children will have access to El Sol Academy and no student shall be denied admission based solely on disability status.

Pursuant to Education Code Section 47641, El Sol Academy has elected to be deemed a public school of the District for special education purposes.

In accordance with Education Code Section 47646, a charter school that is deemed to be a public school of the local educational agency that granted the charter shall participate in state and federal funding in the same manner as any other public school of the granting agency. Further, a child with disabilities attending El Sol Academy shall receive special education instruction or designated instruction and services, or both, in the same manner as a child with disabilities who attends another public school of the District. The District, as the agency that granted the Charter, shall ensure that all children with disabilities enrolled in El Sol Academy receive special education and designated instruction and services in a manner that is consistent with their individualized education program and in compliance with the IDEIA.

Also in accordance with Education Code Section 47646, as a charter school that is deemed a public school of the District for purposes of special education, El Sol Academy is required to **contribute an equitable share of its charter school block grant funding to support district-wide special education instruction and services, including, but not limited to, special education and instruction and services for pupils with disabilities enrolled in El Sol Academy.**

Section 504 and the ADA

Absent specific agreement of the parties to the contrary, El Sol Academy shall be solely responsible, at its own expense, for compliance with Section 504 of the Rehabilitation Act ("Section 504") and the Americans with Disabilities Act ("ADA") with respect to eligible students. Should El Sol Academy be unable to provide the services necessary to comply with the requirements of Section 504, EL SOL ACADEMY may request that the District provide the necessary services, and the District may agree if it so chooses in its sole discretion, at a cost to be negotiated between the District and EL SOL ACADEMY separate from the terms of this Charter and/or EL SOL ACADEMY may contract with outside service providers at El Sol Academy's sole expense.

Services

EL SOL ACADEMY and the District intend that EL SOL ACADEMY will be treated by the District as any other public school in the District with respect to the provision of special education services, including the allocation of duties between EL SOL ACADEMY staff and resources and District staff and resources.

Division and Coordination of Responsibility

The District and EL SOL ACADEMY agree to allocate responsibility for the provision of services [including but not limited to identification, evaluation, IEP development and modification, and educational services] in a manner consistent with their allocation between the District and its local public school sites. All special education services to be provided to EL SOL ACADEMY students beyond the services to be performed by general education personnel and/or the type provided by general school site administrators at District schools, will be performed by employees, consultants, or other representatives of the District, except as specified in this Section. The District shall be solely responsible for hiring and directing the individuals or entities to provide such special education services to EL SOL ACADEMY students, except as specified in this Section.

If a problem arises with any of the District personnel providing services on the charter school site, EL SOL ACADEMY and the District shall discuss the concerns within a reasonable period of time after the issue is raised by the other party. Re-assignment of personnel in response to such concerns shall occur only when the District deems appropriate. If the District takes or refuses to take personnel action with regard to its special education providers on EL SOL ACADEMY's site, over the objection of EL SOL ACADEMY, the District shall take full responsibility for any actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered that results from its actions or inactions related to the placement of District personnel on EL SOL ACADEMY's campus.

The District and EL SOL ACADEMY shall meet no later than April 15 of each year to ensure a mutual understanding of the allocation of duties between EL SOL ACADEMY and the District for the following year.

Identification and Referral

EL SOL ACADEMY shall have the same responsibility as any other public school in the District to work cooperatively with the District in identifying and referring students who have or may

have exceptional needs that qualify them to receive special education services. EL SOL ACADEMY will develop, maintain, and implement policies and procedures to ensure identification and referral of students who have, or may have, such exceptional needs. These policies and procedures will be in accordance with California law and District policy. EL SOL ACADEMY is solely responsible for obtaining the cumulative files, prior and/or current IEP and other special education information on any student enrolling from a non-District school. A pupil shall be referred for special education instruction and services only after the resources of the regular education program have been considered and utilized, where appropriate.

The District shall provide EL SOL ACADEMY with the technical and consultative services that it generally provides its other public schools in the identification and referral processes. The District will ensure that EL SOL ACADEMY is provided with notification and relevant files of all students transferring to EL SOL ACADEMY from a District school, who have an existing IEP, in the same manner that it ensures the forwarding of such information between District schools. All records and files will be released with the signed permission of the parent/guardian.

Assessment

The District shall make the determination as to what assessments are necessary, including assessments for all referred students, annual assessments and tri-annual assessments, in accordance with the District's general practice and procedure and applicable law. EL SOL ACADEMY shall not conduct assessments or recommend independent assessments without prior written approval of the District.

Individualized Education Plan

Responsibility for arranging necessary IEP meetings shall be conducted in accordance with the District's general practice and procedure and applicable law. EL SOL ACADEMY shall ensure the attendance of all necessary CHARTER SCHOOL employees at the IEP meetings in addition to representatives who are knowledgeable about the regular education program at EL SOL ACADEMY.

Eligibility and Placement

Decisions regarding eligibility, goals/objectives, program, placement and exit from special education shall be the decision of the IEP team. Team membership shall be in compliance with state and federal law and shall include all required representatives of EL SOL ACADEMY (or designees when necessary) and representatives of the District (or designees when necessary). Services and placements shall be provided to all eligible CHARTER SCHOOL students in accordance with the policies, procedures and requirements of the District and of the Local Plan for Special Education. No pupil with special needs shall be continued in enrollment in EL SOL ACADEMY unless the IEP team determines that EL SOL ACADEMY is an appropriate educational placement, except for such period of time as enrollment at EL SOL ACADEMY constitutes the student's "stay-put placement."

Educational Services and Programs

To the extent that the agreed upon IEP requires special education or related services, El Sol Academy Special Education Coordinator shall arrange for the provision of such services through

El Sol Academy Resource Specialist(s) or District providers and/or contractors, as necessary and appropriate, in the same manner that such services are provided to the students at other District schools. District services shall include technical and consultative services by District staff to EL SOL ACADEMY staff in the same manner that District staff consults with staff at other District schools.

Parent Concerns

EL SOL ACADEMY shall inform parents/guardians of their rights to raise concerns regarding special education needs or services to EL SOL ACADEMY and/or District staff. EL SOL ACADEMY staff shall inform the designated representative of the District of any such concerns. The District, in consultation with EL SOL ACADEMY's staff as necessary, shall respond to and address the parent/guardian concerns.

Complaints

In consultation with EL SOL ACADEMY, the District shall address/respond to/investigate all complaints regarding special education services at EL SOL ACADEMY. EL SOL ACADEMY's Uniform Complaint Procedure shall designate the District's Uniform Complaint Procedure officer as the designated official for complaints regarding special education services.

Due Process Hearings

In consultation with EL SOL ACADEMY, the District may initiate a due process hearing on behalf of a student enrolled in EL SOL ACADEMY as the District determines is legally necessary to meet a local educational agency's responsibilities under federal and state law. The District and EL SOL ACADEMY shall cooperate in defending any due process hearing brought by a student enrolled in EL SOL ACADEMY. In the event that the District determines that legal representation is needed, the District/EL SOL ACADEMY shall be jointly represented by District legal counsel. In the event EL SOL ACADEMY elects to utilize separate legal counsel, EL SOL ACADEMY shall bear the costs of its separate legal counsel.

The District agrees to indemnify, defend, and hold harmless EL SOL ACADEMY and its Board, Board members, officers, administrators, employees, agents, representatives, volunteers, successors, and assigns (collectively hereinafter "EL SOL ACADEMY and EL SOL ACADEMY personnel") against any and all actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against EL SOL ACADEMY and/or EL SOL ACADEMY Personnel (including but not limited to due process complaints and/or compliance complaints with the California Department of Education and the Office for Civil Rights) that may be asserted or claimed by any person, firm, or entity which is due to the acts or omissions of the District, its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns related to the provision of special education services pursuant to this Charter.

EL SOL ACADEMY agrees to indemnify, defend, and hold harmless the District and its Board of Trustees, Board members, officers, Board appointed groups, committees, boards, and any other Board appointed body, and administrators, employees, attorneys, agents, representatives, volunteers, successors, and assigns (collectively hereinafter "District and District personnel")

against any and all actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against District and District personnel (including but not limited to due process complaints and/or compliance complaints with the California Department of Education and the Office for Civil Rights) that may be asserted or claimed by any person, firm, or entity which is due to the acts or omissions of EL SOL ACADEMY and EL SOL ACADEMY personnel, and EL SOL ACADEMY subcontractors and invitees under the Charter, related to the provision of special education services pursuant to this Charter.

SELPA Activities and Meetings

The District Superintendent or designee shall represent EL SOL ACADEMY at all SELPA meetings as it represents the needs of all schools in the District. Reports to EL SOL ACADEMY regarding SELPA decisions, policies, etc. shall be communicated to EL SOL ACADEMY as they are to all other schools within the District. To the extent that the District and/or SELPA provide training opportunities and/or information regarding special education to site staff, such opportunities/information shall be made available to EL SOL ACADEMY staff and EL SOL ACADEMY staff shall be required to attend to the same degree as District staff holding equivalent positions are required to attend such training, unless the District's Assistant Superintendent of Support Services or designee specifically excuses EL SOL ACADEMY personnel in writing from participation in a particular training because it is determined that the training is not necessary or relevant for EL SOL ACADEMY personnel.

School District of Residence

The District shall be responsible for providing all special education services to all students of EL SOL ACADEMY regardless of their school district of residence, with appropriate services provided by the assigned District Special Education Coordinator and the assigned District Resource Specialists.

SELPA Requirements

EL SOL ACADEMY agrees to adhere to the policies and requirements of the Local Plan for Special Education and to all District policies, procedures, and practices regarding identification, referral, record-keeping, and provision of services to special education students.

Contracted Services

If needed due to a shortage in special education staff, it is the responsibility of the District to seek out contracts with other school districts, companies, or organizations to serve EL SOL ACADEMY students. EL SOL ACADEMY may assist the District in procuring such services.

FUNDING

Retention of Special Education Funds by District

The parties agree that, pursuant to the division of responsibilities set forth in this Charter, EL SOL ACADEMY has elected the status of any other public school in the District for the purposes of special education services and funding. The District has agreed to provide special education services for EL SOL ACADEMY, consistent with the services it provides at its public schools. Consistent with this division of responsibility, the District shall retain all state and federal special education funding allocated for EL SOL ACADEMY students through the SELPA.

School Contribution of Equitable Share of EL SOL ACADEMY Funding

Additionally, EL SOL ACADEMY shall contribute a pro-rata share of its charter school funding to support the District's unfunded special education costs ("general fund support"). The requirement that EL SOL ACADEMY pay this general fund support, as specified in this Section of the Charter, shall go into effect upon the District providing EL SOL ACADEMY 15 months' written notice that the District will be assessing general fund support from EL SOL ACADEMY.

At the end of each fiscal year, the District shall calculate EL SOL ACADEMY's pro-rata share of the District-wide general fund support for that year as calculated by the total unfunded special education costs of the District (including those costs attributable to EL SOL ACADEMY) divided by the total number of District ADA (including EL SOL ACADEMY students) and multiplied by the total number of EL SOL ACADEMY ADA (ADA calculation from P2). EL SOL ACADEMY ADA shall include all students, regardless of home district.

The District shall calculate the amount of EL SOL ACADEMY's share of the general fund support upon receipt of the certified P2 reporting data. The District shall provide EL SOL ACADEMY with documentation as to the calculation of EL SOL ACADEMY's share of general fund support and allow EL SOL ACADEMY an opportunity to provide input and respond to the calculation prior to invoicing EL SOL ACADEMY for the prior year. The District shall then invoice EL SOL ACADEMY for its share of the general fund support.

Payment shall be due and payable within 30 days of invoice. If not fully paid, the remaining amount of EL SOL ACADEMY's share of the general fund support shall be offset against the District's next succeeding in-lieu property tax apportionments until paid in full.

The District shall provide an estimate of EL SOL ACADEMY's share of the general fund support for the following year by June 30 of each year for budgeting purposes. This estimate shall not be binding and EL SOL ACADEMY shall be fully responsible for its actual share of general fund support.

Costs of Special Education Services

The District shall be responsible for all costs related to the special education service needs of EL SOL ACADEMY students in the same manner as any other students of the District, in accordance with Education Code Section 47646.

Copies of IEPs

EL SOL ACADEMY staff shall conform with all state and federal laws and District procedures related to IEPs, specifically including, but not limited to, those required by the District's web-based IEP system, including, but not limited to, the requirement that IEPs be affirmed and attested to by appropriate members of the IEP team. Additionally, within five days of receiving written parent signature(s) on an IEP, the assigned District Special Education Coordinator shall provide a hardcopy of the signature page of the IEP to the Assistant Superintendent of Support Services.

Charter School Election to Become LEA

Should EL SOL ACADEMY ever determine that it is interested in becoming its own local educational agency ("LEA") for purposes of providing special education services, rather than being deemed a school of the District for such purposes, it must provide the District with written notice that it is considering such a change on or before July 1 of the year preceding the fiscal year in which EL SOL ACADEMY would become its own LEA. Additionally, EL SOL ACADEMY must provide the District with final written notice that it has made a final decision to become its own LEA on or before January 1 of the fiscal year preceding the fiscal year in which EL SOL ACADEMY would become its own LEA. At the time EL SOL ACADEMY provides such final notice, the notice must include information establishing EL SOL ACADEMY's ability and capacity to serve as its own LEA and provide special education services in accordance with federal and state law, including proof of EL SOL ACADEMY's acceptance as a member of a SELPA for the fiscal year in which EL SOL ACADEMY will become its own LEA. At any time that EL SOL ACADEMY becomes its own LEA for the purposes of special education, the District shall have no further responsibility for the coordination or provision of special education services to EL SOL ACADEMY students, regardless of school district of residence of such students, and EL SOL ACADEMY shall be exclusively responsible for the coordination and provision of special education services to EL SOL ACADEMY students and for any and all other obligations of a school or school district relative to services for students with special needs.

Element 2 – Measurable Student Outcomes

“The measurable pupil outcomes identified for use by the charter school. ‘Pupil Outcomes,’ for purposes of this part, means the extent to which all pupils of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school’s educational program.’ Ed. Code § 47605(b)(5)(B)

Broad, overall program goals

The primary program goal for El Sol Academy is that students will be bilingual and bi-literate in both English and Spanish. Students will be continuously assessed for language skills (both English and Spanish) in order to assist in skill grouping and creating a balance of ability levels in each class. El Sol Academy will emphasize becoming confident and secure learners.

Additional program goals for El Sol Academy include:

- Student scores on state-standardized tests will improve annually.
- Students will gain the prerequisite knowledge to move to the next level of educational attainment.
- Students will complete high school and enter college.
- Students will demonstrate high levels of academic achievement and creativity resulting from the science, math, technology and arts curriculum.
- Students will have access to support services (health care, sports, and mentors) which influence academic growth and achievement.

Specific educational objectives that will be accomplished through the school

The mission of El Sol Academy is to provide a rigorous academic environment which will prepare students for entrance into a college preparatory track at the school of their choice. El Sol Academy will create a culture of kindness, creativity, courage, and honesty that will permit graduates to take leadership roles in their communities in the 21st century. Specific educational objectives to be accomplished include the following:

- Dual language programs resulting in bilingualism and bi-literacy in English and Spanish.
- A professional development center, for teachers and administrators that results in continuous improvement in student achievement.
- On-going dissemination of best practices to all interested groups and individuals through after school and intercession programs available to the entire district.
- Extended year calendar and extended school day resulting in enrichment and intervention for students and teachers.
- School wide commitment to a collegial teaching environment characterized by high expectations for personal professional growth as well as high student achievement.
- Enhanced support network for each child through parent compacts and parent education programs.
- Effective integration of education, business, and community partnerships to support school educational goals.
- Project-based learning environments that integrate proven, rigorous curriculum programs for all content areas.

Element 3 – Method by Which Student Outcomes will be Measured

“The method by which pupil progress in meeting those pupil outcomes is to be measured.: Ed. Code § 47605(b)(5)(C)

El Sol Academy will comply with all District, State, and Federal assessment and accountability requirements, including without limitation: the Academic Performance Index measure of school achievement and growth; Adequate Yearly Progress (AYP); the California English Language Development Test; and State assessments such as the STAR. Internal student performance indicators will also be utilized such as trimester assessments in reading and mathematics

Overall Program Evaluation

A description of measurements to be used to evaluate the success of El Sol Academy's program

El Sol Academy will develop an assessment structure which evaluates student performance relative to the curriculum, to the statewide standards, and to individual expectations.

- Student performance relative to the curriculum will be assessed using a pre-test and post-test aligned to the curriculum content to ascertain progress and determine proficiency and mastery based on a pre-determined sequence of grade level expectancies.
- Student performance relative to the statewide standards, and other students, will be assessed using the state-standardized test and the subsequent statewide accountability measures to evaluate the success of the program against a norm-referenced benchmark.
- Student performance relative to individual expectations will be assessed using the self-analysis evaluation developed during the goal setting conference with the teacher, student, and parent conducted at the start of each year. During this conference, parents will be in-serviced on the grade level expectancies. Parents will be kept informed of the students' status through individual teacher reports, as well as conferences during the year.
- A School Report Card will be made available to the District and community each year. The success of the program for El Sol Academy will be evaluated as the goals and progress towards these goals is assessed by the School Action Plan which is reviewed and revised annually.
- The School Action Plan will be devised by curriculum committees, which summarize accomplishments and recommendations. Curriculum committee reports will be analyzed and incorporated into the next year plan. A proposed plan will be shared with parent leadership, student representatives, teachers, support staff, and volunteers, and then with the whole staff for observations and recommendations.

Other assessment tools will include:

- Student portfolios to evaluate growth and achievement based on a school-developed rubric.
- Teacher portfolios and evaluation of personal lesson plans.
- Writing proficiency, reading and math chapter mastery tests, language proficiency tests (Spanish and English), transition to English reading assessments, limited English proficient data base progress, and end-of-the-year math mastery tests.
- Homework and classroom projects and assignments to determine mastery of skills and future lesson objectives and strategies.

- Student peer evaluation based on student-developed scoring rubrics.
- Established quality standards applied to any work displayed in the room or in the halls.
- The principal's observations during classroom visitations.

Daily instruction will provide consistent feedback through teacher observations, project achievements, criterion referenced tests, open-ended tasks, and performance samples. El Sol Academy will measure progress on an ongoing basis so parents and educators know how well students are performing.

All El Sol students will demonstrate "academic mastery" in all of the core academic areas. For non-special needs and non-limited English proficient (LEP) students, "mastery" will be defined as a score of proficient or advanced on the California Standards Test and a passing score on all year-end academic portfolios and exhibitions. Portfolios and exhibitions will be assessed according to the school-wide rubrics, with input from teachers across all content areas and outside community members.

El Sol Academy shall provide the District, on an annual basis (end of year), a report of student progress including disaggregated (by race/ethnicity, socioeconomic status, and English language fluency) data on student course enrollment and grades, participation and performance results of state-mandated testing programs as available, including the Stanford Achievement Test, California Standards assessments, and English Language Development Test.

ANTICIPATED OUTCOMES AND ASSESSMENT TOOLS TABLE

Curricular Focus	Measurable Outcomes	Assessment Tools
English and Spanish Languages	<ul style="list-style-type: none"> - Reading (literacy and comprehension) - Writing - Speaking 	<ul style="list-style-type: none"> - State-mandated test - Teacher Assessment - Portfolio - Exhibits
History/Social Studies	<ul style="list-style-type: none"> - Time - Chronology - Cause & Effect - Continuity - Change - Importance of belief systems - Multicultural Histories (including Latin America) 	<ul style="list-style-type: none"> - State-mandated test - Publisher-developed assignments and assessments - Teacher Assessment - Portfolio - Exhibits
Math	<ul style="list-style-type: none"> - Use of mathematical ideas through written, oral, and visual communication. 	<ul style="list-style-type: none"> - State-mandated test - Teacher Assessment - Portfolio - Exhibits
Science	<ul style="list-style-type: none"> - Use of scientific process in problem-solving - Develop the habit of critical thinking - Integrate the physical, 	<ul style="list-style-type: none"> - State-mandated test - Teacher Assessment - Portfolio - Exhibits

	earth, and life sciences to understand natural phenomena	
Technology	<ul style="list-style-type: none"> - Information retrieval - Data acquisition - Analysis & communications - Use of various software programs, including graphics and word processing - Use of the internet for research 	<ul style="list-style-type: none"> - Teacher Assessment - Portfolio - Exhibits
Music	<ul style="list-style-type: none"> - Reading music after two consecutive years - Play simple percussion instruments with accurate rhythm and appropriate dynamics (the recorder after three consecutive years) - Sing with accuracy of pitch and rhythm (including parts in a chorus) - Sight-singing - Notation and hand signs - Improvise simple tunes and rhythms, using voice, body, and musical instruments 	<ul style="list-style-type: none"> - Publisher-developed assignments and assessments - Teacher Assessment - Weekly choral class demonstration - Exhibits - Performances
Visual Arts	<ul style="list-style-type: none"> - Use of materials - Arts media - Artistic skills to express and communicate responses to experiences imaginatively - Apply design elements and principles - Express three-dimensional qualities 	<ul style="list-style-type: none"> - Teacher Assessment - Portfolio - Exhibits
Dance	<ul style="list-style-type: none"> - Choreographed performances - Knowledge of dance history & styles 	<ul style="list-style-type: none"> - Teacher Assessment - Performance
Theater	<ul style="list-style-type: none"> - Knowledge of elements of acting and production - Performed plays 	<ul style="list-style-type: none"> - Teacher Assessment - Performance

FACTORS WHICH INFLUENCE ACADEMIC ACHIEVEMENT AND GROWTH

Measurable Outcomes	Expected Outcomes	Assessment Tools
Student Conduct	<ul style="list-style-type: none"> - <u>Average daily attendance rate of 95%</u> - Tardies will decrease each year by 5% - Suspensions/expulsions will decrease each year by 5% - Mediation referrals will decrease each year by 5% 	<ul style="list-style-type: none"> - Student Records
Parent Involvement	<ul style="list-style-type: none"> - 90% will attend ongoing parent-teacher conferences during the year - 90% will attend at least two parent workshops during the academic year - Participation of parents with their children in various school projects will increase 20% each year until 90% are involved - 90% will join the Parent Association - Parent attendance at arts events, festivals, and forums will grow by 10% yearly 	<ul style="list-style-type: none"> - Sign-in Sheets - Parent Volunteer Hour Logs
Professional Development	<ul style="list-style-type: none"> - 100% attendance at all scheduled staff development days 	<ul style="list-style-type: none"> - Sign-in sheets - Agenda - Staff development evaluation
	<ul style="list-style-type: none"> - Knowledge of curriculum - Competence in pedagogy - Professional attitude - Effective teaching strategies 	<ul style="list-style-type: none"> - Comparison of students test scores - Annual principal/Peer/Self Evaluations - Parent/Student Surveys - Adherence to terms of contract
Financial Solvency	<ul style="list-style-type: none"> - No deficit in the operation budget after the initial two years of operation (time frame allows for start-up costs) 	<ul style="list-style-type: none"> - Annual Audit - Forecast/Budget (Exhibit-A)

Element 4 – Governance

“The governance structure of the school, including, but not limited to, the process to be followed by the school to ensure parental involvement.” Ed. Code § 47605(b)(5)(D)

The El Sol Science and Arts Academy (“Charter School”) community will work cooperatively and collaboratively to create a child-centered environment in which all partners are empowered by their own sense of ownership and responsibility to the school.

HISTORY AND GENERAL DESCRIPTION

The El Sol Charter School constitutes itself as a California Public Benefit Corporation (501c3) pursuant to California law

The El Sol Charter School is governed pursuant to the bylaws adopted by the incorporators, as subsequently amended pursuant to the amendment process specified in the bylaws. The El Sol Charter School will be governed by its own Board of Directors, whose members have a legal fiduciary responsibility for the wellbeing of the school. The Charter’s Board of Director’s adheres to a strict conflict of interest policy as it relates to members and officers of the Board of Director’s. Additionally, it complies with Government codes 1090 and 87100. The governing board’s major roles and responsibilities will include

- ◆ establishing and approving all major educational and operational policies
- ◆ approving all major contracts
- ◆ approving the school’s annual budget and overseeing the school’s fiscal affairs
- ◆ selecting and evaluating the top administrative staff.

The governing board shall have 11 board members, including members to represent parents, the community, educators, and SAUSD.

The El Sol Charter School will have a school council composed of elected parents, teachers, and designated administrative members with the authority to participate in the annual planning for the school site plan and budget.

The El Sol Charter School will be non-sectarian in its programs, admissions policies, employment practices, and all other operations, shall not charge tuition, and shall not discriminate on the basis of religion, race, ethnicity, national origin, gender, or disability.

CONFLICT OF INTEREST

The Charter School’s Board of Directors adheres to a strict conflict of interest policy as it relates to members and officers of the Board of Direcotrs. Additionally, it complies with Government Codes 1090 and 87100. The Board may initiate and carry on any program or activity or may otherwise act in any manner which is not in conflict with or inconsistent with or preempted by any law and which is not in conflict with the purposes for which schools are established.

A board member cannot vote or participate in a discussion relating to a matter in which he/she has a personal financial interest. All officers, employees, and members of the El Sol Academy governing board shall comply with the Political Reform Act of 1974 (Gov. Code § 87100 *et seq.*, the “PRA”) and any attendant regulations as they may be amended from time to time, and all conflict of interest laws and prohibitions applicable to California non-profit corporations and/or California charter schools. As required, the Conflicts Code will be submitted to the County Board of Supervisors for approval.

The Charter School Board of Directors will attend an annual in-service for the purposes of training individual board members in their responsibilities with topics to include at minimum Conflicts of Interest and the Brown Act.

BROWN ACT

El Sol Academy and its governing board shall comply with the Ralph M. Brown Act as set forth in California Government Code § 54950 *et seq.* and any attendance regulations as they may be amended from time to time.

Community/School/Parent /Student Relations

El Sol Academy is committed to doing everything within its means to support the academic development and success of every student. El Sol Academy is dedicated to empowering parents with the educational resources necessary to assure a home-school commitment that is mutually supportive.

School/Parent/Student Agreement

All parents and students of El Sol Academy will be required to sign a parent/student agreement.

Parents are a child’s first teacher and one of the major contributors to their child’s academic success. Parents, as partners, agree to sign an agreement, confirming the commitment they will make to enhance the academic success of their child, which includes:

- Supporting their child’s education (i.e. monitoring homework, attendance, tutoring).
- Supporting the policies and procedures set forth by El Sol Academy.
- Attending parent workshops, which cover topics such as helping children to improve study skills, child development, and ecology projects to do at home.
- Participating in ongoing parent-teacher conferences, Back to School Night and Open House.
- Being involved in a parent-run school support group, and attending monthly parent meetings.
- Attendance at arts events, festivals, and forums.
- Assisting in projects with the students.
- Completing the requirement of 20 volunteer hours per student per year.

- The success of Parent Involvement is characterized by a 70% participation rate in the 20 hour volunteer hour requirement, with 15% of families exceeding that total by three times the requirement level.

Students are also expected to sign the compact accepting personal responsibility for the ongoing improvement of their academic performance. The student agrees to be committed to continued academic excellence by:

- Attending school regularly and punctually.
- Completing homework assignments thoroughly and in a timely manner.
- Participating in tutoring as needed.
- Meeting a high standard of dress, which entails wearing a uniform at all times while in school or attending school functions.
- Being respectful to fellow students, school staff and community as well as school property.
- Following and practicing the values of the Peace Builders program.

The combined efforts of parents, teachers and students are necessary to insure academic success. El Sol Academy will be the link between the home and school, and offers a variety of activities and opportunities to provide assistance for all students and their families:

- Classes for parents and community in the areas of ESL, CPR, parenting, parent volunteerism and other areas as identified
- Referral Services for families for all health and social services needed
- Training for parents in addressing academic needs for students at Saturday parent/student workshops, held once a trimester
- College campus visits to UCI, Chapman, SOKA, CSUF and Santa Ana College
- Healthy Bodies, Healthy Minds – Health Ed.
- Financial Literacy
- National Fatherhood Initiative
- Measure A Presentation

El Sol Academy has an impressive record of parent involvement.

- Parents attend monthly “parent meetings” and school site council meetings. The school also has an active room parent program that serves all classrooms and grade levels.

- El Sol Academy has implemented a literacy program that invites all parents to read in the classroom each day during the first 15 minutes. During the first quarter of this program, over 100 parents came into the classroom and read to students. Further, this group is implementing a school-wide Family Literacy project.
- Parents organize, plan and implement an annual Fall Festival, an annual school-wide arts performance, and an annual picnic. They raise funds for field trips, books and teacher supplies.

Community and School Connection

Community and business partnerships play a significant role in El Sol Academy's history. El Sol Academy will continue to foster external partnerships and linkages with local educational agencies and community-based organizations which will provide the basis for several programs at El Sol Academy. El Sol Academy will provide opportunities for students to participate in service learning activities and to view firsthand how all citizens are responsible for improving and enriching a community. The following prospects reflect El Sol Academy's efforts:

- Cultural performances (music, dance, art) in the surrounding communities.
- Environmental stewardship through beach cleanup and recycling program.

Element 5 – Employee Qualifications

“The qualifications to be met by individuals to be employed by the school.” Ed. Code § 47605(b)(5)(E)

The school will adhere to Education Code Section 47605(I), all California Commission on Teacher Credentialing requirements, and the No Child Left Behind Act in the hiring of all faculty for the charter school.

◆ **Currently ---- 100% of our teachers meet this requirement**

Teachers for core classes must hold appropriate California teaching certificates, permits, or other documents equivalent to that which a teacher in other schools would be required to hold pursuant to Education Code Section 47605(I).

◆ **Currently ---- 100% of our teachers meet this requirement**

In accordance with Education Code Section 47605(I), the School also employs non-certificated instructional staff in any case where a prospective staff member has an appropriate mix of subject matter expertise, professional experience, and the demonstrated capacity to work successfully in an instructional capacity in non-core, non-college preparatory courses and activities. The School and the District shall continue to agree in writing prior to operation as to the list of non-core, non-college preparatory courses.

SELECTION PROCESS

El Sol Academy will select all School staff. Within the provisions of the law, El Sol Academy reserves the right to recruit, interview and hire anyone at any time that has the best qualifications to fill any of its position vacancies. The hiring process will be characterized by fair and consistent recruitment efforts. Interviews to determine employment will be conducted by a committee of key school stakeholders.

El Sol Academy will not discriminate against any applicant or employee on the basis of race, creed, color, national origin, age, gender, disability, or other basis prohibited by law.

Any prospective employee shall be considered for employment through an open application process, and, if selected, shall enter into a contractual agreement to make their services available to El Sol Academy. El Sol Academy shall have the authority to terminate the position in accordance with the terms of that agreement.

Staff Development

Teachers' work calendars will allow for days designated for teaching, school-wide planning and professional development. Grade level meetings will focus on raising expectancies and standards, sharing instructional successes, and mutual support with implementing and maintaining programs.

Teachers will work 10.75 months, allowing days specifically designated for school-wide planning and professional development. Grade level meetings will focus on raising expectancies and standards, sharing instructional successes, and mutual support with implementing and maintaining programs.

El Sol Academy staff will participate in school site, district, state and national professional development. Staff will be afforded opportunities to attend state and national workshops and conferences. Newly acquired resources will be shared among the entire staff. On-site in-service opportunities will focus on alternative teaching strategies for students with varying learning styles, and the areas of need based on regular analysis of achievement scores.

Veteran teachers will serve as mentors, providing substantial support to teachers and teachers who are unfamiliar with programs at El Sol Academy. El Sol Academy is planning to establish a professional development program for the grade level teams in collaboration with local institutions of higher education. One of the veteran teachers in each team will serve as a grade level coach to support the beginning teacher. The program will involve attending joint training sessions for instructional strategies and skills.

El Sol Academy will, within its means, support staff by rendering opportunities to engage in pre-service planning meetings,

The components of professional development at El Sol Academy will be:

- Pre-service. Staff members will meet with the administrators at an off-site retreat to engage in planning for the upcoming year. Delineation of major events, timelines, and critical dates, along with who will be responsible will be charted.

- Opportunities. Provided by stipends, substitutes, modeling, observation time, and registration fees for workshops.
- Application of new skills. Useful materials will be acquired that are not currently at the site and opportunities will be provided during staff meetings and training days to share new ideas.
- Scheduled planning sessions. Discussion of concerns as well as remedies, and opportunities to serve on site-level decision committees, and as grade-level chairpersons.

Recognizing the need for Spanish language instruction and English language development support strategies, teachers will be expected to continue their professional education to acquire either a Language Development Specialist/BCLAD certification or credential. .

All staff efforts will be recognized and celebrated throughout the year at scheduled assemblies and award ceremonies. Teacher efforts will also be recognized in school bulletins and at staff meetings.

Element 6 – Health and Safety Procedures

“The procedures that the school will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirement that each employee of the school furnish the school with a criminal record summary as described in § 44237.” Ed. Code § 47605(b)(5)(F)

El Sol Academy will continue to comply with all applicable safety laws.

REQUIRED BACKGROUND CHECK

El Sol Academy will continue to require that each employee of the School furnish the School with a criminal record summary as described in Section 44237 of the Education Code including the requirement that, as a condition of employment, each new employee not possessing a valid California Teaching Credential must submit two sets of fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary. El Sol Academy may utilize the services of the District at customary rates for Department of Justice checks and fingerprinting.

IMMUNIZATIONS

El Sol Academy complies with California law requiring that students be immunized against certain diseases before they can be admitted to school. Parents or guardians may exempt their child from this requirement if they submit a statement, in writing that such immunizations are against their beliefs (H. & S.C. 120353 & 120365)

MEDICATION IN SCHOOL

El Sol Academy complies with California laws regarding the administration of prescription drugs and other medicines. Notwithstanding the provisions of Section 49422, any pupil who is required to take, during the school day, medication prescribed for him by a physician, may be assisted by the school nurse or other designated school personnel if the school district receives (1) a written statement from such physician detailing the method, amount, and time schedules by which such

medication is to be taken and (2) a written statement from the parent or guardian of the pupil indicating the desire that the school district assist the pupil in the matter set forth in the physician's statement (E.C. 49423).

DRUG FREE/SMOKE FREE ENVIRONMENT

El Sol Academy is committed to providing a safe and drug, alcohol and drug-free learning environment for all students and staff.

EMERGENCY PREPAREDNESS

El Sol Academy will maintain health, safety, and risk management policies in consultation with its insurance carriers and risk management experts. This includes school wide training in response to natural disasters and other emergencies, including civil unrest, fires and earthquakes.

El Sol Academy assigns and trains designated staff in emergency response procedures.

SCHOOL FACILITIES

El Sol Academy will purchase and maintain, as necessary, general liability, automotive liability, errors and omissions, property, workers compensation, and unemployment insurance policies.

El Sol Academy will assess its school buildings for structural safety, using the existing state, county and city standards for independent and parochial schools.

El Sol Academy, at its own cost and expense, will be responsible for obtaining appropriate permits from the local public entity with jurisdiction over the issuance of such permits, including building permits, occupancy permits, fire/life safety inspections and conditional use permits, all as may be required to ensure a safe school and facilities for staff and students.

VISION/HEARING/SCOLIOSIS

Screening of students for vision, hearing, and scoliosis to the same extent as would be required if the pupils attended a non-charter public school and for the applicable grade levels (CA Ed Codes 49452 and 49452.5).

TB TESTING

It is required for employees and volunteers to have tuberculosis testing prior to working with students (CA Ed Code 49406).

BLOOD BORNE PATHOGENS

EL Sol will have policies for the appropriate care and handling of Blood Borne Pathogens. (CA Ed Code 5193).

Element 7 – Racial and Ethnic Balance

“The means by which the school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted.” Ed. Code §47605 (b)(5)(G)

The philosophy, policies, and procedures of El Sol Academy shall at all times be dedicated to enhancing, achieving, and maintaining racial and ethnic balance in its student population and staff. All students are considered for admission, accepted for admission, and retained in the school without regard to ethnicity, race, religion, sexual orientation, economic resources, or national origin. Students who live within Santa Ana Unified School District will be given preference and the goal is to have 80% of the students from Santa Ana.

El Sol Science and Arts Academy shall provide an annual report of student enrollment indicating the racial and ethnic mix of students and the percentage of students from the District (separating any non-District Santa Ana City residents) and steps taken to ensure a minimum of 80 percent enrollment from SAUSD. The annual report shall disaggregate racial and ethnic class, free and reduced lunch participation percentage, District students, student addresses, and last school attended, and shall include the percentage versus total of those who applied and those who were admitted.

Element 8 – Admission Requirements

“Admission Requirements, if applicable.” Ed. Code § 47605 (b)(5)(H)

El Sol Academy, with a focus on science, math, technology and the arts, follows the design of magnet school. Students often must qualify for magnet schools. However, El Sol Academy, as a charter public school, will not be exclusive as is a magnet public school. All parents and students who are interested in the specificity of the curricular design are welcome at the school, foregoing the eligibility requirements which serve as a weeding-out process at magnet schools. El Sol Academy will continue to offer students who currently demonstrate average or below average performance in school the benefits of a magnet school education.

Pupils will continue to be considered for admissions without regard to ethnicity, national origin, gender or disability. Admission practices will continue to be administered in accordance with provisions defined by charter school law. El Sol Academy will not charge students tuition.

El Sol Academy will have a minimum of 80% of the student body composed of students who reside in the District. El Sol Academy will set no maximum limit to the number of qualified students from the District who may be admitted to El Sol Academy.

All student applicants shall continue to be required to furnish complete cumulative records, including existing Individual Education Plans or 504 Plans and confidential reports prior to admission.

“The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority.” Ed. Code § 47605(b)(5)(I)

El Sol Academy will contract with an independent auditor, approved in advance by the OCDE and/or the District, for an annual financial audit produced according to generally accepted accounting practices.

El Sol Academy shall provide the District with a copy of its annual audit. It is anticipated that the annual audit will be completed by December 15th of each year.

Additionally, El Sol Academy shall report in writing to the District the manner in which the charter school has or intends to address any exceptions or deficiencies noted in the audit. Further, the District Board shall have the right to conduct an audit at any time of the year. The cost for such audit shall be borne by the District if the audit reveals no financial or enrollment discrepancies resulting in under- or over-reporting of greater than three percent (3%) total; in all other cases, El Sol Academy shall bear the cost of the audit.

Element 10 – Student Suspensions and Expulsions

“The procedures by which pupils can be suspended or expelled.” Ed. Code §47605 (b)(5)(J)

El Sol Academy will regard suspension and expulsion as a last resort. Criteria for suspension and expulsion of students shall be consistent with all applicable laws. El Sol Academy will observe fair and lawful standards of due process.

El Sol Academy sets forth notification of its’ student discipline policy through the dissemination of the El Sol Family Handbook (Exhibit–D) to all parents at the point of enrollment. A copy of the policy is also available in the school office.

As El Sol Academy’s initial policy, a student suspension may only be applied with the approval of the School principal. An expulsion will require the approval of at least two teachers and the principal. A suspension or expulsion may be appealed to a subcommittee authorized by El Sol Academy board that shall have the right to rescind or modify the suspension or expulsion. El Sol Academy board reserves the right to modify this policy in the best interests of its students and the School. All related hearings will conform to the state and federal laws regarding discipline, special education, confidentiality, and access to records.

El Sol Academy may suspend a student for any of the following reasons pursuant to the standards established by the State Department of Education Code under Section 48900:

- 1) Caused, attempted to cause, or threatened to cause physical injury to another person or willfully used force or violence upon the person of another.
- 2) Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object.

- 3) Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, any controlled substance listed in Chapter 2 of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind.
- 4) Unlawfully offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage, or intoxicant or otherwise furnished to any person another liquid, substance, or material represented as a controlled substance, alcoholic beverage, or intoxicant.
- 5) Committed or attempted to commit robbery or extortion.
- 6) Caused or attempted to cause damage to school property or private property.
- 7) Stolen or attempted to steal school property or private property.
- 8) Possessed or used tobacco, or any products containing tobacco or nicotine products in any form.
- 9) Committed an obscene act or engaged in habitual profanity or vulgarity.
- 10) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia.
- 11) Disrupted school activities or otherwise willfully defied the valid authority of school personnel engaged in the performance of their duties.
- 12) Knowingly received stolen school property or private property.
- 13) Possessed an imitation firearm.
- 14) Committed or attempted to commit a sexual harassment, assault or battery.
- 15) Caused or attempted to cause, threatened to cause, or committed an act of hate violence.
- 16) Harassed, threatened or intimidated a student or group of students thereby disrupting class work, and creating an intimidating or hostile educational environment.
- 17) Breached No Tolerance Policy for racially offensive language.

Reasons for Expulsion

Students may be expelled from El Sol Academy for any of the following reasons pursuant to the standards established by the State Department of Education Code under Section 48915 and outlined below:

Education Code (EC) 48915(c)

Mandatory Expulsion

Act **must** be committed at school or school activity.

1. Firearm
 - a. Possessing firearm when a district employee verified firearm possession and when student did not have prior written permission from a certificated employee which is concurred with by the principal or designee.
 - b. Selling or otherwise furnishing a firearm.
2. Brandishing a knife at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code Section 11053 et. seq.
4. Committing or attempting to commit a sexual assault as defined in subdivision (n) of EC 48900 or committing sexual battery as defined in subdivision (n) of 48900.
5. Possession of an explosive.

Shall recommend expulsion unless particular circumstances render inappropriate (Expulsion expected)

Act **must** be committed at school or school activity.

EC Section 48915 (a) states that an administrator shall recommend expulsion for the following violations [except for subsections (c) and (e)] unless the administrator finds that expulsion is inappropriate due to a particular circumstance.

1. Causing serious physical injury to another person, except in self-defense. *EC* Section 48915 (a)(1).
2. Possession of any knife, explosive, or other dangerous object of no reasonable use to the pupil. *EC* Section 48915 (a)(2).
3. Possession and/or use of any substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the *Health and Safety Code*, except for the first offense for possession of not more than one avoirdupois ounce of marijuana other than concentrated cannabis.
4. Robbery or extortion. *EC* Section 48915 (a)(4).
5. Assault or battery, or threat of, on a school employee.

The recommendation for expulsion shall be based on one or both of the following:

1. Other means of correction are not feasible or have repeatedly failed to bring about proper conduct.
2. Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others [see Section 48915 (b)].

May recommend expulsion (discretionary)

Acts committed at school or school activity or on the way to and from school or school activity.

- a. Inflicted physical injury[†]
- b. Possessed dangerous objects
- c. Possessed drugs or alcohol (policy determines which offense)
- d. Sold look alike substance representing drugs or alcohol
- e. Committed robbery/extortion
- f. Caused damage to property[†]
- g. Committed theft
- h. Used tobacco (policy determines which offense)
- i. Committed obscenity/profanity/vulgarity
- j. Possessed or sold drug paraphernalia
- k. Disrupted or defied school staff
- l. Received stolen property
- m. Possessed imitation firearm

- n. Committed sexual harassment
- o. Harassed, threatened or intimidated a student witness
- p. Sold prescription drug Soma
- q. Committed hazing
- r. Engaged in an act of bullying, including, 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.

The recommendation for expulsion shall be based on one or both of the following:

1. Other means of correction are not feasible or have repeatedly failed to bring about proper conduct.
2. Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others [see Section 48915 (b)].

† Section 48900 (s) (Statutes of 2001) states a pupil who aids or abets in infliction of physical injury to another, as defined in *Penal Code* 31, may suffer suspension, but not expulsion. However, if a student is adjudged by a court to have caused, attempted to cause, or threatened personal injury, the student may be expelled.

‡ Section 48900 (t) "school property" includes, but is not limited to, electronic files and databases.

Procedure for Suspension / Expulsion

1) Informal Conference

Suspension shall be preceded by an informal conference conducted by the school administrator with the student and his/her parent. The conference may be omitted if the school administrator determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or school personnel. If the student is suspended without conference, the parent/guardian shall be notified of the suspension and a conference will be requested as soon as possible.

2) Notice to Parents/Guardians

At the time of suspension, a school employee shall make a reasonable effort to contact the parent/guardian by telephone or in person to be followed up with a written notification. This notice will state the specific offense committed by the student. In addition, the notice may also state the date and time the student may return to school. If the school officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may note that the parents are required to respond to this request without delay and that violations of school rules can result in expulsion from the school.

3) Length of Suspension

The length of suspension for students may not exceed a period of 10 continuous days unless an administrative recommendation has been made and agreed to by the student's parent/guardian. If

a student is recommended for a period of suspension exceeding 10 continuous days, a second conference will be scheduled between the parent/guardian to discuss the progress of the suspension upon the completion of the fourteenth (10th) day of suspension.

All arrangements will be made to provide the student with classroom material and current assignments to be completed at home during the length of the suspension.

4) Recommendations for Expulsion

Students will be recommended for expulsion if the school administrator finds that at least one of the following findings may be substantiated:

- That other means of correction are not feasible or have repeatedly failed to bring about proper conduct.
 - That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others.

5) Expulsion Hearing

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. The hearing will be held within thirty (30) days after the school administrator determines that an act subject to expulsion has occurred.

The hearing may be presided over by the Board of Directors or an administrative hearing panel appointed by the Board.

Written notice of the hearing will be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. This notice will include:

- The date and place of the hearing
- A statement of the specific facts, charges and offense upon which the proposed expulsion is based.
- A copy of El Sol Academy's disciplinary rules which relate to the alleged violation.
- The opportunity for the student or the student's parent/guardian to appear in person at the hearing.

Written notice to expel a student will be sent by the school administrator to the parent/guardian of any student who is expelled. This notice will include the following:

- The specific offense committed by the student for any of the acts listed in "Reasons for Suspension / Expulsion" above.
- Notice of the student or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with El Sol Academy.

Appeal of Suspension or Expulsion

The suspension or expulsion of a student will be at the discretion of the school's administrator or the administrator's designee. Parents and/or guardians will be notified in advance to enactment of the suspension or expulsion and may appeal a student's suspension or expulsion. A

suspension appeal will be heard by the school administrator and upon consideration; the administrator's decision is final. An expulsion may be appealed within five [5] working days.

The student will be considered suspended until a meeting is convened to hear the appeal (within ten [10] working days) at which time the parent(s) must attend to present their appeal. The appeal will be heard by a fair and impartial panel of representatives appointed by El Sol Academy's Board of Directors. The decision of the panel of representatives of the Board of Directors will be final.

In the event of a decision to expel a student from El Sol Academy, the school administration will work cooperatively with the district of residence, county, and/or private schools to assist with the appropriate educational placement of the student who has been expelled. Any incident of violent and/or serious student behavior shall be communicated to the District/school to which the student matriculates.

Element 11 – Retirement Programs

“The manner by which staff members of the charter schools will be covered by the State Teachers’ Retirement System, the Public Employees’ Retirement System, or Federal Social Security. “ Ed. Code § 47605(b)(5)(K)

The El Sol Academy Board may establish retirement plans for employees that may include, but shall not be limited to, establishment of a section 401(k) plan, a 403(b) plan and/or contracting with STRS and/or PERS.

To the extent allowed by law, El Sol Academy board shall make participation in STRS and other existing District retirement plans available to teachers and other eligible persons working at El Sol Academy. Teachers and other persons working at El Sol Academy will retain all previously vested rights in their respective retirement systems, including but not limited to California STRS, PERS and Social Security.

Element 12 – Attendance Alternatives

“The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools.” Ed. Code § 47605(b)(5)(L)

El Sol Academy is a school of choice. No student is required to attend.

Transportation is the parental responsibility for families who choose to attend El Sol Academy.

Alternatives to El Sol Academy for students who opt not to attend El Sol Academy will be the same as those offered to all other public school students.

Element 13 – Employee Rights

El Sol Academy has declared itself the public school employer for purposes of the EERA. The employees of El Sol Academy shall not be entitled to the provisions, benefits, or protections of the SAEA/SAUSD collective bargaining agreement.

Former District employees who accept employment at El Sol Academy may apply for reemployment with the District.

Former permanent employees reemployed within thirty-nine (39) months after their effective date of resignation shall be entitled to permanent status, salary schedule placement, and accumulated sick leave earned at the time of resignation.

All former Santa Ana Unified School District employees who gain employment at the charter school have return rights to Santa Ana subject to conditions in District policies, procedures, and collective bargaining agreements, and in Education Code Section 44931, or its equivalent, as it may be revised from time to time.

Seniority based on reemployment shall begin with the first day of rendering paid service (Education Code Section 44848).

The charter school will operate subject to the Meyers-Milias Brown Act

Element 14 – DISPUTE RESOLUTION

“The procedures to be followed by the Charter School and the entity granting the charter to resolve disputes relating to provisions of the charter.” Ed. Code Section 47605(b)(5)(N)

Disputes between El Sol Academy and the District

If the District determines that a violation of the Charter or law may have occurred or a problem has arisen related to the operation of El Sol Academy or the District’s oversight obligations, or a dispute otherwise arises between the District and El Sol Academy, the following procedures shall be followed to resolve the dispute:

- 1) Should the District determine in writing that the violation or issue in question constitutes a severe and imminent threat to the health or safety of the pupils, it shall not be bound by any portion of this dispute resolution process and may commence revocation proceedings immediately or take action as it deems necessary.
- 2) If the violation or issue in question does not constitute a severe and imminent threat, the District will provide oral or written notification of the violation or issue. The date that this notice is orally provided or sent shall be the “Notice Date.” This notice will constitute the notice required under the provisions of Education Code 47607(d) prior to revocation of a charter. Upon issuance of this notice, a meeting will be scheduled to discuss and possibly resolve the dispute. Both parties must have representatives present at this meeting and under no circumstances will the meeting be held more than ten (10) calendars days after the Notice Date. The District representative at the meeting will be the Superintendent or the Superintendent’s designee, and El Sol Academy representative will be El Sol Academy Executive Director. If the dispute is not resolved at this meeting, the parties will proceed to step 3.

- 3) The District shall send written notification to El Sol Academy setting forth the violation or issue and demanding that it be cured. El Sol Academy shall have a reasonable amount of time, not to exceed thirty (30) calendar days, or such longer period as is agreed to in writing between both parties, after the date such written notice is sent to cure the violation or issue. All periods of time from the Notice Date through the completion of this formal time given for cure (as well as any timed during which any formal attempts at resolution are required of the parties), shall constitute the reasonable cure period required by Education Code Section 47607 prior to revocation of a charter. If the violation or issue is not cured within this time period, the parties will proceed to Step 4.
- 4) The District may commence revocation of the Charter and/or other appropriate action in accordance with Education Code Section 47607 or applicable law.

The parties shall exchange information as necessary to avoid disputes and assist in curing disputes and shall use their best efforts to resolve disputes between them at the earliest possible time.

Internal Disputes

El Sol Academy shall have an internal dispute resolution process to be used for all internal disputes related to El Sol Academy's operations. Parent, students, board members, volunteers, and staff at El Sol Academy will be provided with a copy of El Sol Academy's policies and dispute resolution process. The District will refer all disputes not related to a possible violation of the Charter or law or to the operation of El Sol Academy or District's oversight obligations to El Sol Academy for resolution according to its internal dispute resolution process.

Element 15 – Labor Relations

“ A declaration whether or not the charter school shall be deemed the exclusive public school employer of the employees of the charter school for the purposes of the Educational Employment Relations Act (Chapter 10.7 (commencing with Section 3540) of division 4 of Title 1 of the Government Code).” Ed. Code § 47605 (b)(5)(O)

El Sol Academy will be deemed the exclusive public school employer of the employees of El Sol Academy for the purposes of the Education Employment Relations Act (EERA). No employee of the District, or any other district, shall be required to work at El Sol Academy.

Collective Bargaining

El Sol Academy employees shall have the option to join, or not to join, any collective bargaining unit they choose. Where provisions of El Sol Academy policy or this charter conflict with a collective bargaining unit agreement, El Sol Academy policy or this charter will prevail absent any other agreement with the bargaining unit to the contrary.

Element 16 – Procedures to be Used if the Charter School Closes

The following procedures shall apply in the event El Sol Academy closes and shall apply regardless of the reason for closure:

- Closure of El Sol Academy will be documented by official action of the Board of Directors. The action will identify the reason for closure.
- The Board of Directors will promptly notify the sponsoring district of the closure and of the effective date of the closure.
- The Board of Directors will ensure notification to the parents and students of El Sol Academy of the closure and provide information to assist parents and students in locating suitable alternative programs. This notice will be provided promptly following the sponsoring district's school board's decision to close El Sol Academy.
- El Sol Academy will work collaboratively with the sponsoring district to insure a smooth conversion of El Sol Academy back to a regular school of the sponsoring district.
- As soon as reasonably practical, El Sol Academy will prepare final financial records. El Sol Academy will also have an independent audit completed as soon as reasonably practical, which period is generally no more than six months after closure. El Sol Academy will pay for the final audit. The audit will be prepared by a qualified Certified Public Accountant selected by El Sol Academy and will be provided to the sponsoring district promptly upon its completion.
- With the exception of all property purchases with grant funds or private donations which would be disposed of according to a plan developed by El Sol Academy's Board of Directors, on closure of El Sol Academy, all assets of El Sol Academy, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending El Sol Academy shall revert to the sponsoring district.

School Assets

If El Sol Academy charter should ever be revoked or not renewed, all goods and materials purchased with public monies shall be distributed to the District. Upon the dissolution and winding up of El Sol Academy corporation for any reason, its assets remaining after payment of all debts and liabilities shall be distributed as follows:

- (1) All assets and property purchased with public money shall be distributed to a public agency organized for educational purposes;
- (2) All other assets and property shall be distributed to a nonprofit fund, foundation or association in accordance with state law.

Other Charter Elements

Element 17-Legal Status and Liability

El Sol Academy will operate as a nonprofit public benefit corporation. As such, the District shall by no means whatsoever be liable for the debts or obligations of El Sol Academy.

El Sol Academy holds the District harmless and indemnifies the District for any liability arising from the acts or omissions of El Sol Academy officers, agents, or employees.

Insurance

El Sol Academy shall purchase and maintain in full force and effect at all times during the term of this Charter insurance in amounts and types equivalent to the District's program with respect to limits and coverage and subject to the terms as deemed acceptable to and approved by the District's Risk Manager. Such insurance will name the District as an additional insured.

El Sol Academy shall furnish the District with duplicate originals of each policy of insurance and/or each memorandum of coverage required by this Charter, including all declarations, forms, and endorsements, which shall be received and approved by the District by July 1st of each year, including July 1, 2011. If at any time any policy of insurance or memorandum of coverage required by this Charter is suspended, rescinded, voided, canceled, reduced in coverage or in limits, or non-renewed, or materially changed for any reason, El Sol Academy shall cease operations until such policy or insurance and/or memorandum of coverage is restored and if the required insurance and/or self-insurance is not restored within two (2) business days, the Charter shall become void at the District's option.

El Sol Academy's obligations to acquire and maintain insurance as provided in this section of the Charter shall survive the revocation, expiration, termination, or cancellation of this Charter or any other act or event that would end El Sol Academy's right to operate as a charter school pursuant to this Charter or cause El Sol Academy to cease operation until El Sol Academy has fully complied with the Closure Protocol set forth in this Charter.

REQUIRED COVERAGES

COMMERCIAL GENERAL LIABILITY INSURANCE and/or self-insurance, which shall include coverage for: bodily injury, property damage, contractual liability, products and completed operations, personal and advertising injury, sexual abuse/molestation and sexual harassment with combined single limits of not less than \$2,000,000 per occurrence. Additionally, Excess Liability coverage shall be procured in the amount of \$20,000,000 per occurrence.

COMMERCIAL AUTO LIABILITY insurance and/or self-insurance which shall include: coverage for owned, non-owned, and hired autos, with bodily injury and property damage liability limits not less than \$5,000,000 per person and per occurrence.

WORKER'S COMPENSATION INSURANCE and/or self-insurance as required by applicable law, with not less than statutory limits.

PROPERTY AND FIRE INSURANCE and/or self-insurance shall be provided to protect: (a) Real Property, against risk of direct loss, commonly known as Special Form and (b) Fire Legal Liability, to protect against liability for portions of premises leased or rented, and (c) Business Personal Property, to protect on a Broad Form, named peril basis, for all furniture, equipment and supplies of El Sol Academy. If any District property is leased, rented or borrowed, it shall also be insured by El Sol Academy in the same manner as (a) and (b) above.

EDUCATORS' LEGAL LIABILITY OR ERRORS AND OMISSIONS INSURANCE and/or self-insurance in an amount not less than \$1,000,000 per "claim" with an aggregate policy limit of \$20,000,000. This Educators' Legal Liability or Errors and Omissions Insurance and/or self-insurance may be "claims made."

All of the insurance and/or self-insurance required by this Section of the Charter (i) shall name the District and its Board of Trustees, Board members, officers, administrators, employees, agents, representatives, volunteers, successors, and assigns (collectively hereinafter "the District and the District Personnel") as additional insureds (by separate endorsement); (ii) shall contain no special limitations on the scope of protection afforded to the District and the District Personnel; (iii) shall be primary insurance, notwithstanding any terms to the contrary therein; and any insurance and/or self-insurance or coverage maintained by the District and/or by the District Personnel shall be in excess of El Sol Academy's insurance and/or self-insurance required by this Section VI of this Charter and shall not contribute with it, despite any terms therein to the contrary; (iv) shall be "occurrence" rather than "claims made" insurance and/or self-insurance, with the exception of Educators' Legal Liability and Errors and Omissions insurance and/or self-insurance; and (v) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of liability set forth in the applicable policy or memorandum of coverage.

Each policy of insurance and/or memorandum of coverage required by this section of the Charter shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, or non-renewed, or materially changed for any reason, without thirty (30) days' prior written notice thereof given by the insurer to the District by U.S. mail, certified, or by personal delivery. In addition to such notice provided to the District by the insurer, El Sol Academy shall also provide the District with thirty (30) days' prior written notice, by certified mail, return receipt requested, of the suspension, rescission, voiding, cancellation, reduction in coverage or limits, non-renewal, or material change for any reason, of any such insurance policy or policies of insurance or memorandum of coverage required by this section of this charter. If at any time any policy of insurance or memorandum of coverage required by this section of this Charter is suspended, rescinded, voided, canceled, reduced in coverage is restored and if the required insurance and/or self-insurance is not restored within two (2) business days, the Charter shall be subject to revocation pursuant to Education Code Section 47607 and/or shall become void at the District's option.

The acceptance by the District of the insurance and/or self-insurance as required by this section of this Charter does not serve to limit the liability or responsibility of El Sol Academy, or of any insurer or Joint Powers Authority to the District.

Each policy of insurance and/or memorandum of coverage required by this section of this Charter shall be endorsed to state that the insurer shall waive all rights of subrogation against the District and/or the District Personnel are waived.

El Sol Academy shall furnish the District with duplicate originals of each policy of insurance and/or each memorandum of coverage as required by this Section VI of this Charter, including all declarations, forms, and endorsements, which shall be received and approved by the District within ten (10) days of approval of this Charter by the District Board and by July 1st of each year thereafter. The duplicate originals and original endorsements as required by this provision shall be signed by a person authorized by the insurer and/or Joint Powers Authority to bind coverage on its behalf. The procuring of such insurance and/or self-insurance or the delivery of duplicate originals and endorsements evidencing the same shall not be construed as a limitation of the obligation(s) of the Organization to defend, indemnify, and hold harmless the District and the District Personnel.

The limits of liability applicable to the policies of insurance and/or memoranda of coverage required by this Section VI of this Charter shall not reduce or limit the obligation(s) of the Organization to defend, indemnify, and hold harmless the District and the District Personnel. The limits of liability applicable to the policies of insurance and/or memoranda of coverage required by this section of this Charter shall not be reduced by or apply to defense costs or attorney's fees.

Any deductibles or self-insured retentions must be declared to and approved by the District.

El Sol Academy shall promptly respond to all inquiries from the District regarding any claims against El Sol Academy and/or any obligation of them under this section of this Charter.

Additionally, El Sol Academy shall, at all times, maintain a funds balance (reserve) of its expenditures as required by Section 15450, Title 5 of the California Code of Regulations. Currently, the reserve required to be maintained is 3% of total operational expenditures.

Indemnification

With the exception of the District's indemnification obligations related to the District's provision of special education services as specifically described in this Charter's discussion of Special Education Services/504, and with the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of the District, El Sol Academy agrees to indemnify, defend, and hold harmless the District and its Board, Board members, officers, administrators, employees, agents, representatives, volunteers, successors and assigns (collectively hereinafter "District and District Personnel") against any and all claims, demands, actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including, but not limited to, legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against District and/or District Personnel that may be asserted or claimed by any person, firm, or entity which may in any way arise out of or in connection with performance under the Charter by El Sol Academy, and/or by its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns. El Sol Academy's obligation to defend the

District and the District Personnel is not contingent upon there being an acknowledgement or determination of the merit of any claim, demand, action, cause of action, or suit.

Element 18 - Charter Term and Renewal

The term of this Charter renewal shall be for a period of five years from July 1, 2011, through and including June 30, 2016. El Sol Academy shall submit any request for renewal of this charter no less than 120 days prior to the expiration of the renewal term. Any request for renewal shall include a school evaluation based upon the measurable goals and terms outlines in the Charter, shall include all of the provisions and elements required by law, and the renewal Charter Petition shall be updated to reflect current circumstances and practices at El Sol Academy. The renewal process shall be governed by the provisions of Education Code Section 47607 or the provisions of law that may supersede, modify, amend, or succeed that provision. Each renewal of the Charter shall be for the time period specified by law applicable at the time of renewal. The District will respond within 60 days of receiving El Sol Academy's renewal with proposed language changes and/or other comments or questions regarding the Charter renewal request.

Element 19 - School Facilities

The primary Charter School facility is currently located at 1010 North Broadway Street, Santa Ana, California (the "Property"). El Sol Academy may locate to another District site or to a non-district site identified by El Sol Academy in subsequent years.

Element 20 - Information Exchange

El Sol Academy agrees to permit the District to inspect and receive copies of all records relating to the operation of El Sol Academy, including financial, personnel, and pupil records. El Sol Academy shall promptly comply with all such reasonable written requests. The records of El Sol Academy are public records under the California Public Records Act.

Element 21 - Inspections

The District may inspect or observe any part of El Sol Academy at any time, but shall provide reasonable notice to the chief executive officer of El Sol Academy prior to any observation or inspection. Inspection, observation, monitoring, and oversight activities may not be assigned or subcontracted to a third party by the District without the mutual consent of the governing board of El Sol Academy.

Element 22 - Amendments

The District authorizes the Superintendent to make revisions to this Charter, with the consent of El Sol Academy, which do not significantly alter the intent and meaning of this Charter. All other revisions to this charter shall be made by the mutual agreement of the governing boards of El Sol Academy and the District.

El Sol Academy will comply with all laws of general applicability to public entities, but is otherwise exempt from all laws related to school districts pursuant to Education Code Section 47610.

El Sol Academy will comply with those policies and practices of the sponsoring district that have been formally adopted by El Sol Academy's Board of Directors and/or which are delineated within this charter renewal document, but is otherwise exempt from the Board policies and procedures of the sponsoring district.

Element 23 - Confidentiality of Records

El Sol Academy will adhere to all procedures related to confidentiality and privacy of records. In the event that a child enters El Sol Academy upon transfer from an existing district school, the child's records (cumulative, bilingual, etc.) will be requested from the respective district. Upon exit from El Sol Academy, the child's cumulative records will be exchanged with the district upon request.

Element 24 - Non Discrimination

El Sol Academy shall be nonsectarian in its programs, admissions policies, employment practices and operations. El Sol Academy will not discriminate on the basis of ethnicity, national origin, gender, or disability. El Sol Academy will not charge tuition.

El Sol Academy is committed to affording equal rights and opportunities for all persons in public schools. No person shall be subjected to discrimination on the basis of sex, ethnic group identification, race, color, national origin, religion, mental or physical disability or sexual orientation that is contained in the definition of hate crimes set forth in Sections 422.55 and 422.56 of the Penal Code. All courses and activities are open to all students. Classes, including physical education, are conducted on a co-educational basis. No otherwise qualified individual in the United States shall, solely, by reason of his/her handicap, be excluded from participation in, denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Element 25 - Business Operations Policies & Procedures

Governing Law and Construction

This Charter will, in all respects, be governed by the laws of the State of California applicable to agreements executed and to be wholly performed within the State of California. Nothing contained herein will be construed so as to require the Board of Directors of any act contrary to law.

El Sol Academy will be nonsectarian in its programs, admission policies, employment practices and all other operations.

Direct Funding

In consideration of the services rendered by El Sol Academy pursuant to this Charter, El Sol Academy shall receive full and equitable funding pursuant to El Sol Academy Funding Model for all funds included in the funding model. This includes, but is not limited to, revenue limit apportionment, categorical block grant, economic impact aid, and state lottery funds. El Sol Academy shall receive revenue payments based on student attendance (ADA) records and eligibility requirements.

El Sol Academy will elect to receive direct funding from the State Fund to be deposited into its own account at the Orange County Treasury. El Sol Academy will apply directly for funds not included in El Sol Academy categorical block grant, but for which charter schools can apply directly. This includes, but is not limited to, programs such as Class Size Reduction, Staff Development Buy-Back, Title 1, Deferred Maintenance, and the After-School Learning and Safe Neighborhood Partnership Program.

Pursuant to section 15417 of Chapter 14 of Division 1 of Title 5, for programs which El Sol Academy cannot apply for directly and which are not included in the categorical block grant, El Sol Academy may request that the District help in securing its equitable share, based on its student population and program eligibility, of program funds. These funds may include, but are not limited to, funds such as Desegregation-Integration, Transportation, Forest Reserve, Sales and Use taxes, Parcel taxes, Ad valorem taxes, and property taxes.

Budget, Payments and Cash Flow

In accordance with applicable law, California's Superintendent of Public Instruction is authorized to make payments and/or apportionment directly to El Sol Academy, or to an account held in the name of El Sol Academy. El Sol Academy will notify the superintendent of schools of Orange County in the affected year. Funds transferred directly from the State Fund to El Sol Academy will be transferred to the charter school account in the County Treasury by the County in the most expeditious manner possible. Any charter school funds still flowing through The District will be transferred via journal voucher entry to El Sol Academy account by The District within ten [10] calendar days of The District receiving its funds.

El Sol Academy will report to federal and state taxing authorities as required by law. The District will not withhold any sums from compensation payable to El Sol Academy. El Sol Academy is responsible for payment of Social Security and all other applicable taxes.

El Sol Academy's three-year budget, based on revenues from school programs of the federal and state governments, is referred to in the following pages. Prior to each fiscal year, the Board will review the budget for El Sol Academy based on projected enrollments.

The school administrator will produce a proposal for salaries, benefits and extra duty pay. This proposal will be presented to the Board for approval before the beginning of each fiscal year.

Depository/Accounting/Payroll

All revenue generated by El Sol Academy will be deposited in the Orange County Treasury. All payments (including payroll) will be drawn on the County Treasury, which enables the County PBAS (Program Budgeting and Accounting System) to account for all revenue and expenditures.

Attendance Accounting

El Sol Academy will utilize the reporting procedures of the sponsoring district. Attendance accounting procedures will satisfy requirements for the District, OCOE, and CDE. Daily attendance will be recorded on attendance cards by classroom teachers. Absence notes will be required from parents upon absence of a child from school. State School Registers will be completed on a monthly basis documenting the month's attendance. Required reports will be completed regarding daily attendance and submitted to the requesting agencies. This includes reporting enrollment and attendance figures to Santa Ana Unified School District on a monthly basis. El Sol Academy will comply with all laws establishing minimum age for public school attendance.

Contract Development

El Sol Academy will always utilize effective business practices that will result in the best quality at the best price. Contracts for service, equipment and facility alterations/improvements will be submitted to multiple bidders. The District is able to bid on all projects.

Administrative Services

El Sol Academy may take advantage of county services and services of external vendors as appropriate and cost effective. This may include accounting, management reporting, payroll processing, and accounts payable/warrants.

Food Service Program

El Sol Academy will annually re-evaluate our food service program. El Sol Academy is in the process of developing a comprehensive Wellness Plan which includes components specifically aimed at healthy food choices both at school and home, exercise and general health issues that affect our communities.

Sponsoring District Services

With the exception of services performed by The District in providing fiscal oversight to El Sol Academy, all charter-requested services from the District will be on a fee-for-service basis. Mutually agreed upon fees must be in place prior to the charter-requested service.

Expenses which the District incurs as a result of El Sol Academy law (SB 1448), subsequent charter school legislation or CDE interpretations of these laws, are not the responsibility of El Sol Academy and should be addressed by the District through the State's Mandated Cost Reimbursement Program (MCR).

Some specific services performed by The District in providing fiscal oversight to El Sol Academy, which are addressed through the MCR process, are:

- Administering and monitoring the implementation and evaluation of charter schools,
- Participating in conflict resolution between charter school, district, county and/or state, and
- Calculating and processing payments to school through County Treasury.

An additional supervision fee of 3% of public funds, excluding funds secured by El Sol Academy on its own behalf and restricted funds such as Title I, CSR, Staff Development, etc., may be paid to The District for actual costs of oversight not covered under the mandated Cost Reimbursement program.

If available, the District services El Sol Academy may request on a fee-for-service basis are:

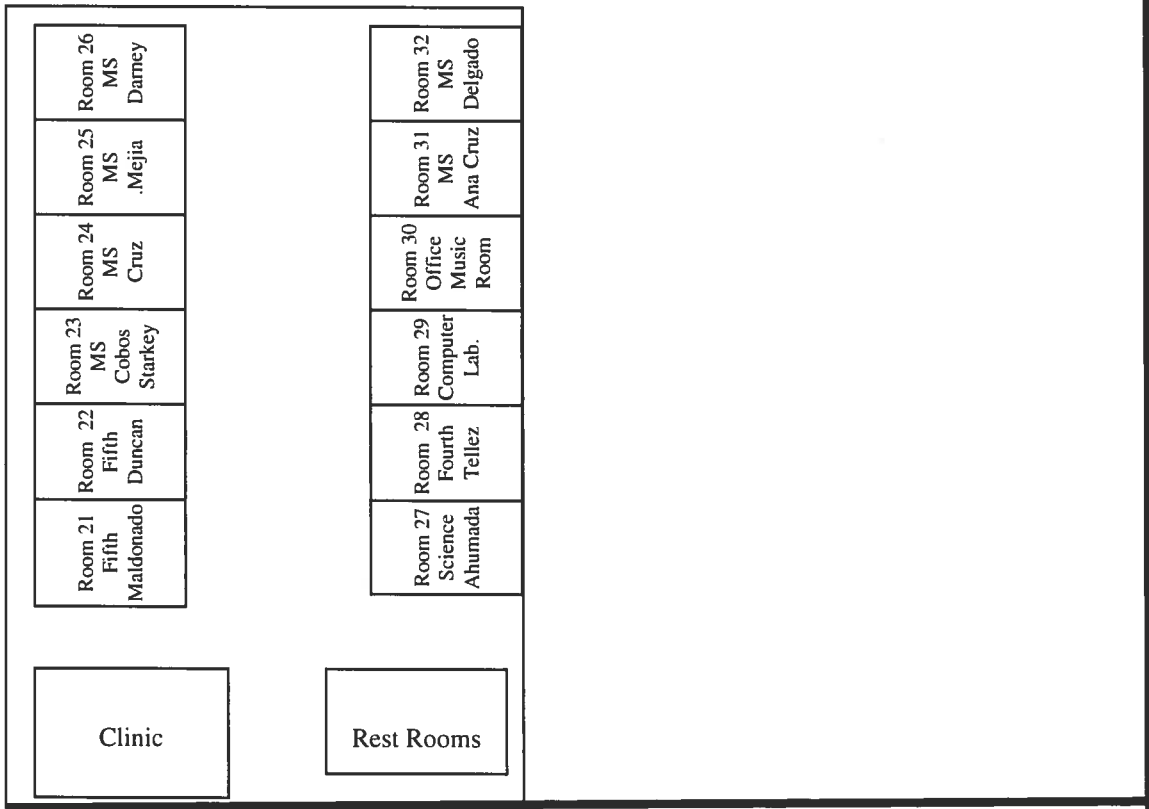
- School police (including filing theft reports, alarm monitoring, and support during times of emergencies),
- Student health and human services (including access to school mental health and suicide prevention services, support from crisis team, and access to audiology services),
- General counsel (assistance with CCR reviews),
- Services related to state/federal mandated reporting requirements,
- Fingerprinting and criminal record processing,
- Processing of emergency credentials
- Bilingual fluency testing,
- Non-stock requisition processing,
- Rubbish disposal,
- District purchasing contracts,
- Environmental health /safety consultation,
- Field trip transportation,
- School mail,
- Student information system
- Food services.

Element 26 - External Grants

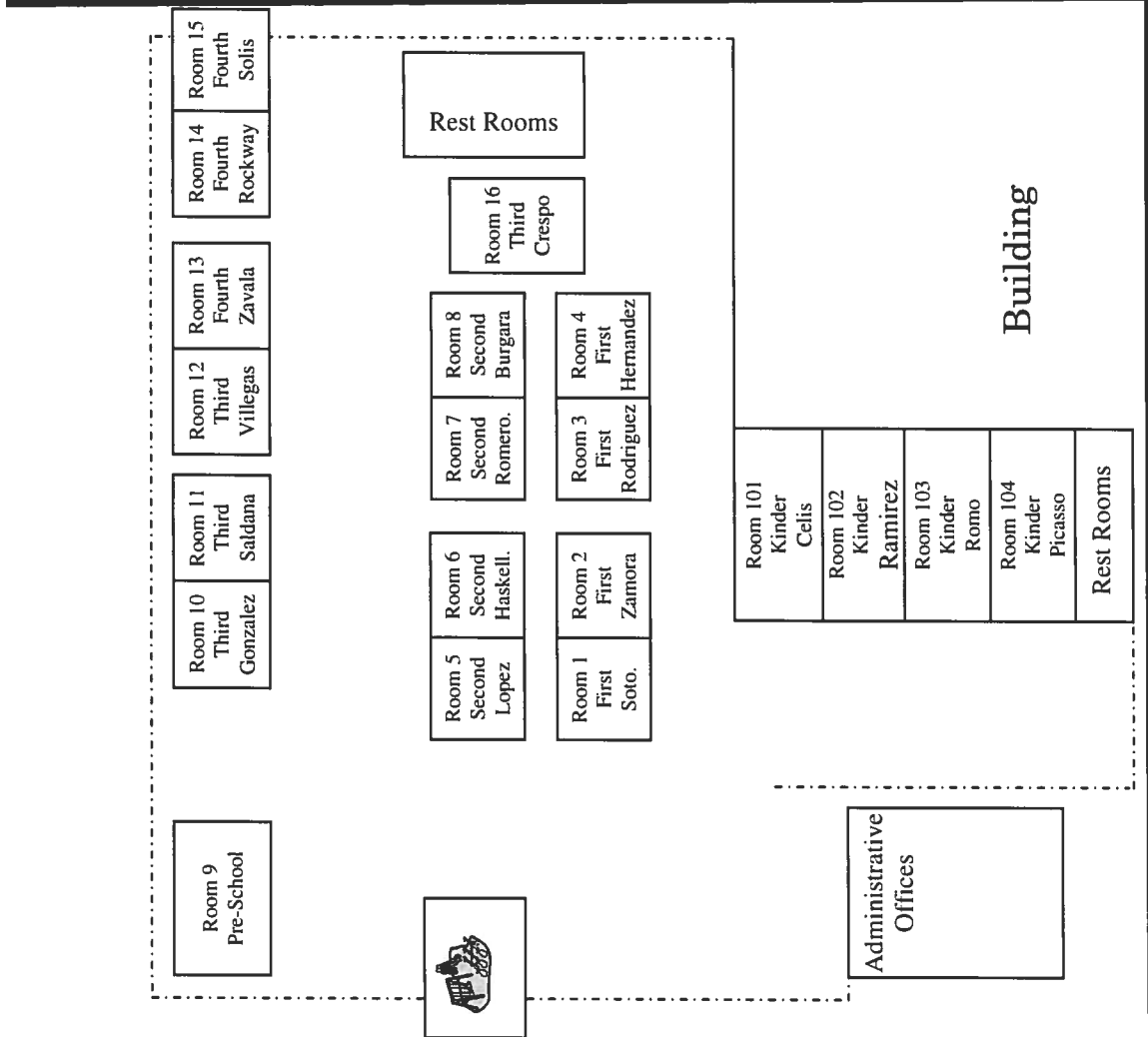
El Sol Academy may apply for and participate in externally funded projects, public or private. The District will support and help the School in applying for externally funded projects. Likewise, the School will help and support the District in applying for externally funded projects when the District deems it appropriate. When mutually agreeable, the two will collaborate on such grants. In any case, each will inform the other when one makes such a grant application that, if granted, may be shared with, benefit or materially affect the other.

EXHIBIT "B"
SITE

EL SOL SCIENCE AND ARTS ACADEMY (2011-12)
1010 North Broadway
Santa Ana, CA 92701
(714) 543-0023



HALESWORTH STREET



BROADWAY STREET

08/22/2011

**EXHIBIT “C”
PROJECT**

(Description of the Project, the plans and specifications for the Project, a Project budget, the Project Schedule and _____)



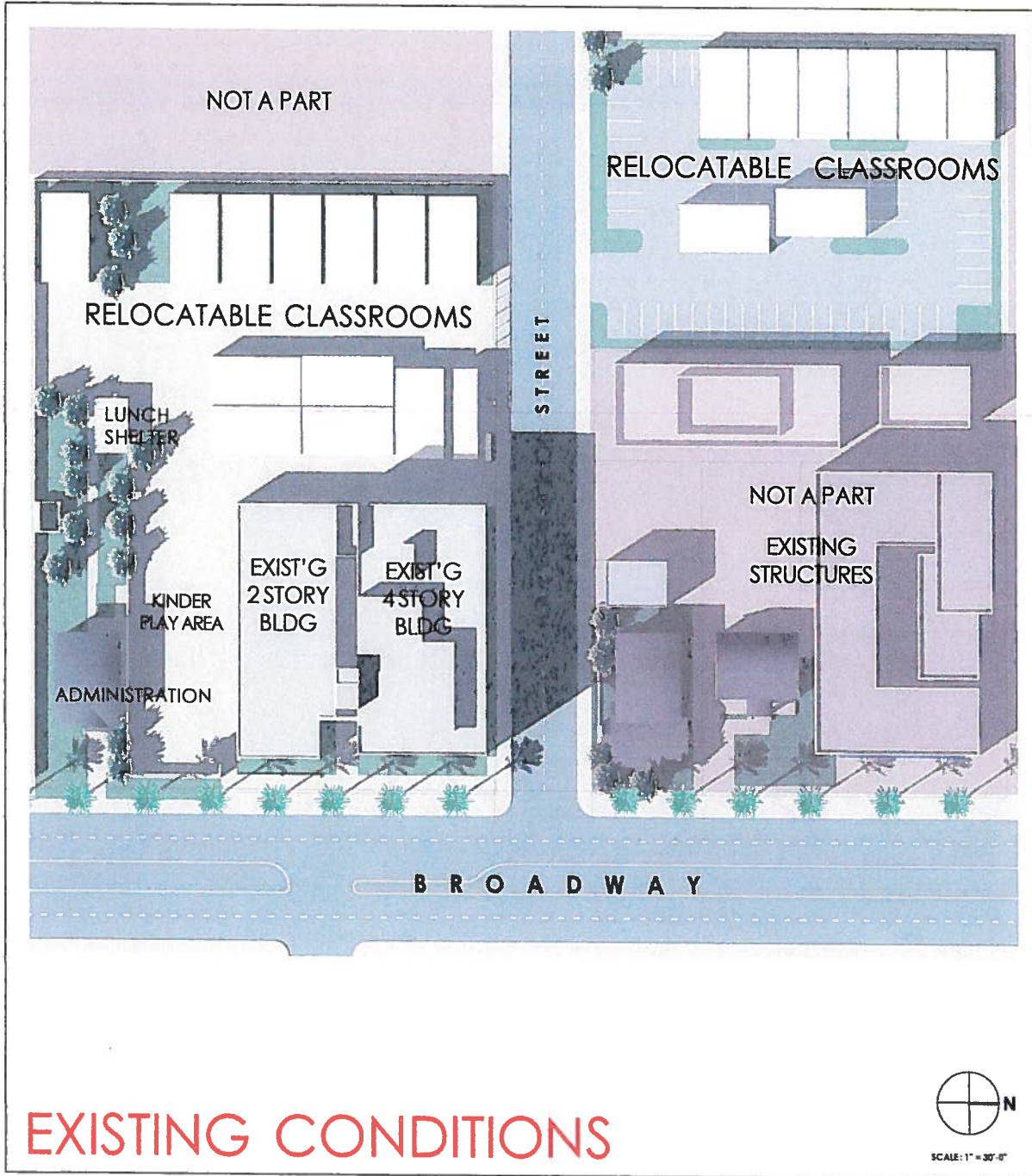
EL SOL
SANTA ANA SCIENCE & ARTS ACADEMY

SANTA ANA UNIFIED CHARTER SCHOOL



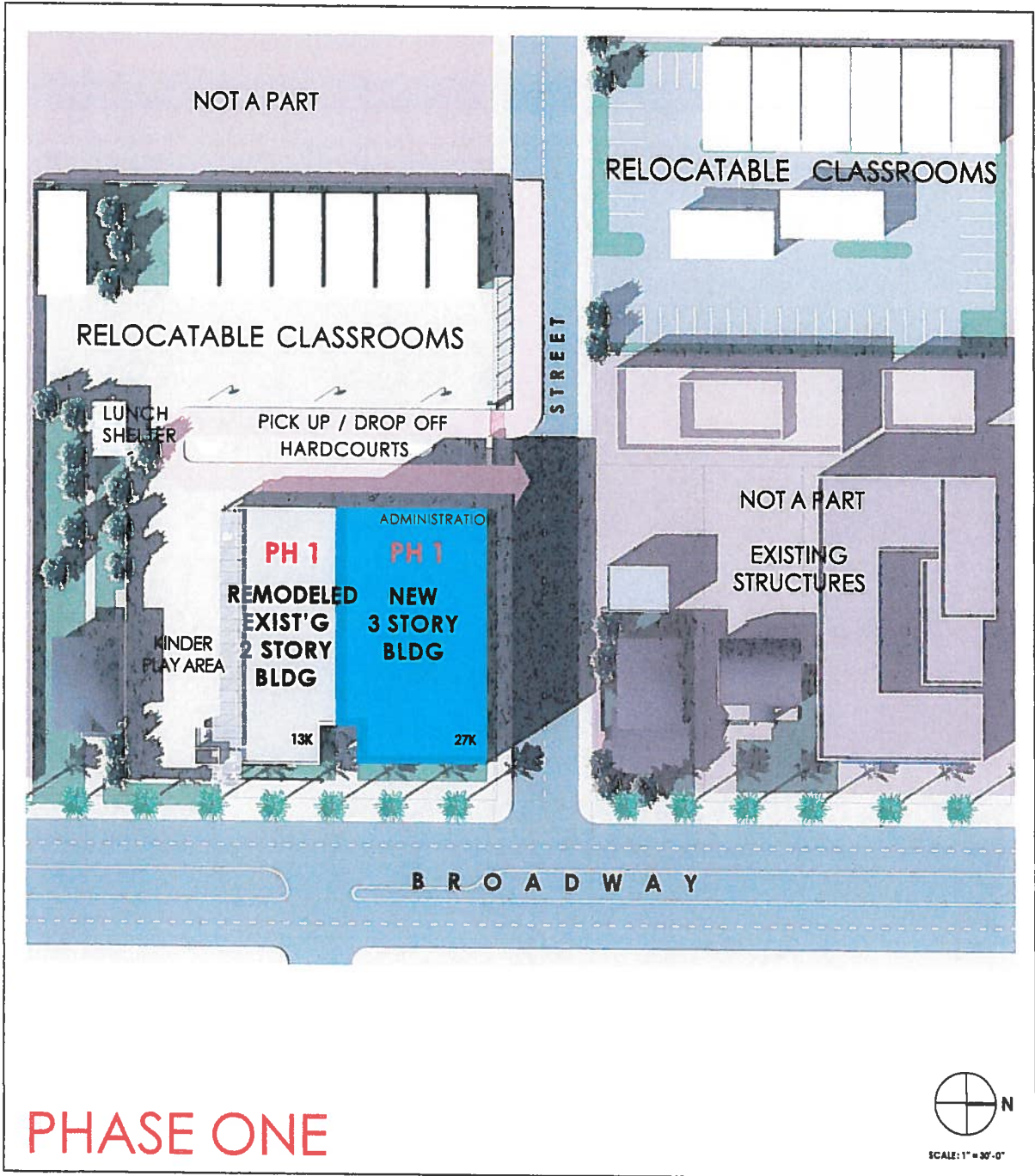


EL SOL
SANTA ANA SCIENCE & ARTS ACADEMY
SANTA ANA UNIFIED CHARTER SCHOOL



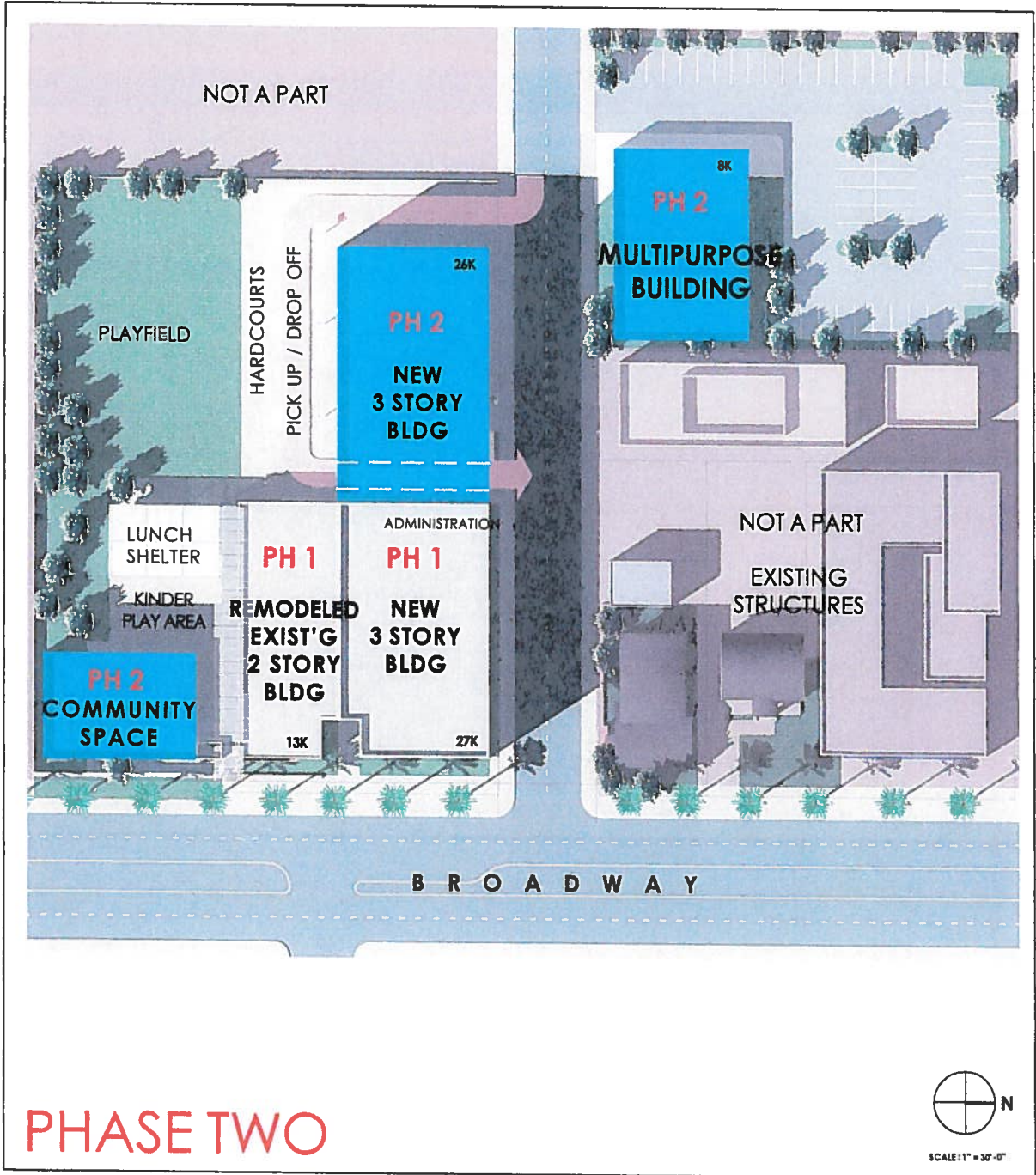


EL SOL
SANTA ANA SCIENCE & ARTS ACADEMY
SANTA ANA UNIFIED CHARTER SCHOOL





EL SOL
SANTA ANA SCIENCE & ARTS ACADEMY
SANTA ANA UNIFIED CHARTER SCHOOL



EL SOL

Science Arts Academy
Santa Ana Unified School District Charter School

PROJECT BUDGET ESTIMATE

PHASE ONE

Construction Costs				
Demolition	LS			\$200,000.00
Abatement	LS			\$50,000.00
Site	LS			\$800,000.00
	Grading			
	Landscaping			
	Utilities			
	Site Development			
Building				
Existing 2 Story	\$150.00		13,000	\$1,950,000.00
New 3 Story	\$200.00		25,000	\$5,000,000.00
Subtotal				\$8,000,000.00
Soft Costs		25%		\$2,000,000.00
Fees				
	A/E, Survey, Geotech			
	Testing			
	Permit/Agency			
	Other			
FF & E				
TOTAL				\$10,000,000.00
Contingency		15%		\$1,500,000.00
TOTAL PHASE ONE				\$11,500,000.00

PHASE TWO

Construction Costs				
Site	LS			\$300,000.00
	Grading			
	Landscaping			
	Utilities			
	Site Development			
Building				
New 3 Story	\$200.00		23,000	\$4,600,000.00
MP	\$200.00		8,000	\$1,600,000.00
Community Space	\$200.00		8,000	\$1,600,000.00
Subtotal				\$8,100,000.00

EL SOL

Science & Arts Academy
 Santa Ana Unified School District Charter School
 4/6/2010

Program Summary

PHASE 1

Teaching Stations:

Academic Department	Cr	Labs	Square Footage
Kindergarten	4		5,800
Grade 1	4		3,840
Grade 2	4		3,840
Grade 3	4		3,840
Grade 4	4		3,840
Science	1		1,150
Art	1		1,150
Music	1		1,150
Computer	2		1,920
Total: Classrooms	25	0	26,530

Support Spaces:

Administration:	2,010
Service:	1,050
Library/Media Center:	1,800
Total Support:	4,860

PHASE 2

Teaching Stations:

Academic Department	Cr	Labs	Square Footage
Preschool	1		1,160
Grade 5	4		3,840
Grade 6	3		2,880
Grade 7	3		2,880
Grade 8	2		1,920
Total: Classrooms	13	0	12,680

Support Spaces:

Multi-Use/Dance/Fitness:	8,440
Support Services:	3,634
Total Support:	12,074

Subtotal: 56,144

Load Factor @ 28%: 15,720

Total Proposed: 71,864

EXHIBIT "E"
LIST OF PORTABLES

EXHIBIT "D"
MEMORANDUM OF LEASE

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

Santa Ana Unified School District
Attn: Associate Superintendent, Business Services
1601 E. Chestnut Avenue
Santa Ana, CA 92701

[Space Above For Recorder's Use Only]

The undersigned declare that this Memorandum of Lease is exempt from Recording Fees pursuant to California Government Code Section 6103.

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum") is dated as of October 18, 2011, and is entered into by and between the EL SOL SCIENCE & ARTS ACADEMY OF SANTA ANA, a California non-profit public benefit corporation incorporated for purposes of operating El Sol Sciences and Arts Academy, a California public charter school ("Lessee"), and the SANTA ANA UNIFIED SCHOOL DISTRICT, a public school district organized and existing under the laws of the State of California ("District").

R E C I T A L S

A. District and Lessee have entered into that certain Lease dated October 18, 2011 (the "Lease"), pursuant to which District has agreed to lease and demise to Lessee, and Lessee has agreed to lease and accept from District, land in the City of Santa Ana, County of Orange, State of California, located at 1010 N. Broadway, Santa Ana, Ca, and the improvements thereon (collectively, the "Premises"). The land is more particularly described in the Lease.

B. District and Lessee now desire to enter into and record this Memorandum to enable Lessee to give record notice of the Lease.

A G R E E M E N T

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessee and District agree as follows:

1. Lease. District hereby leases and demises the Premises to Lessee, and Lessee hereby leases and accepts the Premises from District, on the terms and conditions in the Lease for a term commencing on October 18, 2011 and terminating on the earlier of (1) forty (40) years from the date Lessee occupies Phase 2 of the Project or (2) October 1, 2060, subject to earlier termination

termination as provided in the Lease, and upon the terms and conditions set forth in the Lease, all of which are incorporated herein by this reference.

2. Purpose. This Memorandum is prepared for the purposes of recordation only and in no way modifies the terms and conditions of the Lease. In the event any provision of this Memorandum is inconsistent with any term or condition of the Lease, the term or condition of the Lease shall prevail.


3. Counterparts. This Memorandum may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, taken together, shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease as of the date first written above.

LESSEE:

DISTRICT:

EL SOL SCIENCE & ARTS ACADEMY OF SANTA ANA SANTA ANA UNIFIED SCHOOL DISTRICT

By: 
Print Name: MICHAEL MADRID
Title: EL SOL BOARD PRESIDENT


By: 
Print Name: Jose Alfredo Hernandez, J.D.
Title: President, Board of Education

EXHIBIT "E"
LIST OF PORTABLES

El Sol Academy Ground Lease Exhibit "E" - Portables on Site

Contract #	Building ID #
232881	33757
502866	40824
503845	38647
503846	40515
232875	40880
232876	41146
232877	40883
232878	40884
232879	40885
232880	40886
232882	40887

AGENDA ITEM BACKUP SHEET
November 15, 2016

Board Meeting

TITLE: **Approval of Agreement to Prefund Other Post Employment Benefits through California Employers' Retiree Benefit Trust Program and Delegation of Authority to Request Disbursements**

ITEM: **Action**

SUBMITTED BY: **Tina Douglas, Assistant Superintendent, Business Services**

PREPARED BY: **Tina Douglas, Assistant Superintendent, Business Services**

BACKGROUND INFORMATION:

The Government Accounting Standards Board (GASB) issued Statement No. 45, which requires the liability of health benefits provided after retirement be accrued throughout the employment period it is earned. A certain number of active employees retire from the District with earned benefits they receive in retirement. GASB 45 deals specifically with retiree health benefits, but GASB 68 addressed public employee pension liabilities.

ITEM SUMMARY:

- Approval of agreement to Prefund Other Post Employment Benefits through California Employers' Retiree Benefit Trust Program and Delegation of Authority to Request Disbursements

RATIONALE:

The District's most recent actuarial valuation as of June 30, 2014, measures the unfunded actuarial accrued for Other Post Employment Benefits (OPEB) liability (the present value of benefits projected to be paid by the District for past employee service) at \$231.6M. The District currently funds OPEB on an annual "pay-as-you-go" basis (estimated at \$8.4M in 2016-17).

Considering recent OPEB accounting and financial reporting changes (specifically Governmental Accounting Standards Board Statements No. 74 and 75), staff recommends the District participate in the California Employer's Retiree Benefit Trust (CERBT) Program as part of the District's plan to address funding OPEB costs, with an initial deposit of \$10M from the District's Special Reserve Fund (20), for Postemployment Benefits.

The CERBT has approximately 500 contracted public agencies, including 55 K-12 school districts, community college districts, and offices of education. The program is low cost (currently 10 basis points), and provides GASB-compliant reporting support for employers. The CalPERS Board sets the Program's investment policy, and the District selects from three investment management strategies.

While contributions into the trust are always voluntary, and held in trust for the District's exclusive use to pay for retiree benefits, staff recommends the Governing Board consider future deposits on an annual basis within the budget adoption process.

The attached CalPERS documents authorize the District's participation in the CERBT Program, and delegate authority for program disbursements to the Deputy Superintendent-Administrative Services and Assistant Superintendent, Business Services.

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

FUNDING:

Transfer \$10M from the Special Reserve Fund (20), for Postemployment Benefits to the CERBT Program.

RECOMMENDATION:

Approve agreement with California Public Employees' Retirement System to participate in the California Employer's Retiree Benefit Trust Program for the prefunding of retiree health benefits, delegate authority for program disbursements as specified, and authorized a \$10M fund transfer from the Special Reserve Fund, for Postemployment Benefits to the California Employer's Retiree Benefit Trust in 2016-17.

TD:mm

CALIFORNIA EMPLOYERS' RETIREE BENEFIT TRUST PROGRAM ("CERBT")

**AGREEMENT AND ELECTION
OF**

(NAME OF EMPLOYER)

**TO PREFUND OTHER POST-EMPLOYMENT
BENEFITS THROUGH CalPERS**

WHEREAS (1) Government Code Section 22940 establishes in the State Treasury the Annuitants' Health Care Coverage Fund for the prefunding of health care coverage for annuitants (Prefunding Plan); and

WHEREAS (2) The California Public Employees' Retirement System (CalPERS) Board of Administration (Board) has sole and exclusive control and power over the administration and investment of the Prefunding Plan (sometimes also referred to as CERBT), the purposes of which include, but are not limited to (i) receiving contributions from participating employers and establishing separate Employer Prefunding Accounts in the Prefunding Plan for the performance of an essential governmental function (ii) investing contributed amounts and income thereon, if any, in order to receive yield on the funds and (iii) disbursing contributed amounts and income thereon, if any, to pay for costs of administration of the Prefunding Plan and to pay for health care costs or other post-employment benefits in accordance with the terms of participating employers' plans; and

WHEREAS (3) _____
(NAME OF EMPLOYER)

(Employer) desires to participate in the Prefunding Plan upon the terms and conditions set by the Board and as set forth herein; and

WHEREAS (4) Employer may participate in the Prefunding Plan upon (i) approval by the Board and (ii) filing a duly adopted and executed Agreement and Election to Prefund Other Post-Employment Benefits (Agreement) as provided in the terms and conditions of the Agreement; and

WHEREAS (5) The Prefunding Plan is a trust fund that is intended to perform an essential governmental function within the meaning of Section 115 of the Internal Revenue Code as an agent multiple-employer defined benefit plan as defined in Governmental Accounting Standards Board (GASB) Statements for Accounting and Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans (OPEB Standards) consisting of an aggregation of single-employer plans, with pooled administrative and investment functions;

NOW, THEREFORE, BE IT RESOLVED THAT EMPLOYER HEREBY MAKES THE FOLLOWING REPRESENTATION AND WARRANTY AND THAT THE BOARD AND EMPLOYER AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

A. Representation and Warranty

Employer represents and warrants that it is a political subdivision of the State of California or an entity whose income is excluded from gross income under Section 115 (1) of the Internal Revenue Code.

B. Adoption and Approval of the Agreement; Effective Date; Amendment

(1) Employer's governing body shall elect to participate in the Prefunding Plan by adopting this Agreement and filing with the CalPERS Board a true and correct original or certified copy of this Agreement as follows:

Filing by mail, send to: CalPERS
 CERBT (OPEB)
 P.O. Box 1494
 Sacramento, CA 95812-1494

Filing in person, deliver to:
 CalPERS Mailroom
 CERBT (OPEB)
 400 Q Street
 Sacramento, CA 95811

(2) Upon receipt of the executed Agreement, and after approval by the Board, the Board shall fix an effective date and shall promptly notify Employer of the effective date of the Agreement.

(3) The terms of this Agreement may be amended only in writing upon the agreement of both CalPERS and Employer, except as otherwise provided herein. Any such amendment or modification to this Agreement shall be adopted and executed in the same manner as required for the Agreement. Upon receipt of the executed amendment or modification, the Board shall fix the effective date of the amendment or modification.

(4) The Board shall institute such procedures and processes as it deems necessary to administer the Prefunding Plan, to carry out the purposes of this Agreement, and to maintain the tax exempt status of the Prefunding Plan. Employer agrees to follow such procedures and processes.

C. Other Post-Employment Benefits (OPEB) Cost Reports and Employer Contributions

(1) Employer shall provide to the Board an OPEB cost report on the basis of the actuarial assumptions and methods prescribed by the Board. Such report shall be for the Board's use in financial reporting, and shall be prepared at least as often as the minimum frequency required by applicable GASB OPEB Standards. This OPEB cost report may be prepared as an actuarial valuation report or, if the employer is qualified under GASB OPEB Standards, may be prepared as an Alternative Measurement Method (AMM) report.

- (a) Unless qualified under GASB OPEB Standards, to provide an AMM report, Employer shall provide to the Board an actuarial valuation report. Such report shall be for the Board's use in financial reporting, and shall be prepared at least as often as the minimum frequency required by GASB OPEB Standards, and shall be:
 - 1) prepared and signed by a Fellow or Associate of the Society of Actuaries who is also a Member of the American Academy of Actuaries or a person with equivalent qualifications acceptable to the Board;
 - 2) prepared in accordance with generally accepted actuarial practice and GASB OPEB Standards; and,
 - 3) provided to the Board prior to the Board's acceptance of contributions for the valuation period or as otherwise required by the Board.
- (b) If qualified under GASB OPEB Standards, Employer may provide to the Board an AMM report. Such report shall be for the Board's use in financial reporting, shall be prepared at least as often as the minimum frequency required by GASB OPEB Standards, and shall be:
 - 1) affirmed by Employer's external auditor, or by a Fellow or Associate of the Society of Actuaries who is also a Member of the American Academy of Actuaries or a person with equivalent qualifications acceptable to the Board, to be consistent with the AMM process described in GASB OPEB Standards;
 - 2) prepared in accordance with GASB OPEB Standards; and,
 - 3) provided to the Board prior to the Board's acceptance of contributions for the valuation period or as otherwise required by the Board.

(2) The Board may reject any OPEB cost report for financial reporting purposes submitted to it, but shall not unreasonably do so. In the event that the Board

determines, in its sole discretion, that the OPEB cost report is not suitable for use in the Board's financial statements or if Employer fails to provide a required OPEB cost report, the Board may obtain, at Employer's expense, an OPEB cost report that meets the Board's financial reporting needs. The Board may recover from Employer the cost of obtaining such OPEB cost report by billing and collecting from Employer or by deducting the amount from Employer's account in the Prefunding Plan.

(3) Employer shall notify the Board of the amount and time of contributions which contributions shall be made in the manner established by the Board.

(4) Employer contributions to the Prefunding Plan may be limited to the amount necessary to fully fund Employer's actuarial present value of total projected benefits, as supported by the OPEB cost report for financial reporting purposes acceptable to the Board. As used throughout this document, the meaning of the term "actuarial present value of total projected benefits" is as defined in GASB OPEB Standards. If Employer's contribution causes its assets in the Prefunding Plan to exceed the amount required to fully fund the actuarial present value of total projected benefits, the Board may refuse to accept the contribution.

(5) No contributions are required. Contributions can be made at any time following the effective date of the Agreement provided that Employer has first complied with the requirements of Paragraph C.

D. Administration of Accounts, Investments, Allocation of Income

(1) The Board has established the Prefunding Plan as an agent plan consisting of an aggregation of single-employer plans, with pooled administrative and investment functions, under the terms of which separate accounts are maintained for each employer so that the Employer's assets will provide benefits only under the Employer's post-employment benefit plan(s).

(2) All Employer contributions and assets attributable to Employer contributions shall be separately accounted for in the Prefunding Plan (Employer's Prefunding Account).

(3) Employer's Prefunding Account assets may be aggregated with prefunding account assets of other employers and may be co-invested by the Board in any asset classes appropriate for a Section 115 Trust.

(4) The Board may deduct the costs of administration of the Prefunding Plan from the investment income or Employer's Prefunding Account in a manner determined by the Board.

(5) Investment income shall be allocated among participating employers and posted to Employer's Prefunding Account as determined by the Board but no less frequently than annually.

(6) If Employer's assets in the Prefunding Plan exceed the amount required to fully fund the actuarial present value of total projected benefits, the Board, in compliance with applicable accounting and legal requirements, may return such excess to Employer.

E. Reports and Statements

(1) Employer shall submit with each contribution a contribution report in the form and containing the information prescribed by the Board.

(2) The Board shall prepare and provide a statement of Employer's Prefunding Account at least annually reflecting the balance in Employer's Prefunding Account, contributions made during the period and income allocated during the period, and such other information as the Board determines.

F. Disbursements

(1) Employer may receive disbursements not to exceed the annual premium and other costs of post-employment healthcare benefits and other post-employment benefits as defined in GASB OPEB Standards.

(2) Employer shall notify CalPERS in writing in the manner specified by CalPERS of the persons authorized to request disbursements from the Prefunding Plan on behalf of Employer.

(3) Employer's request for disbursement shall be in writing signed by Employer's authorized representative, in accordance with procedures established by the Board. The Board may require that Employer certify or otherwise establish that the monies will be used for the purposes of the Prefunding Plan.

(4) Requests for disbursements that satisfy the requirements of paragraphs (2) and (3) will be processed monthly.

(5) CalPERS shall not be liable for amounts disbursed in error if it has acted upon the written instruction of an individual authorized by Employer to request disbursements. In the event of any other erroneous disbursement, the extent of CalPERS' liability shall be the actual dollar amount of the disbursement, plus interest at the actual earnings rate but not less than zero.

(6) No disbursement shall be made from the Prefunding Plan which exceeds the balance in Employer's Prefunding Account.

G. Costs of Administration

Employer shall pay its share of the costs of administration of the Prefunding Plan, as determined by the Board.

H. Termination of Employer Participation in Prefunding Plan

(1) The Board may terminate Employer's participation in the Prefunding Plan if:

- (a) Employer gives written notice to the Board of its election to terminate;
- (b) The Board finds that Employer fails to satisfy the terms and conditions of this Agreement or of the Board's rules or regulations.

(2) If Employer's participation in the Prefunding Plan terminates for any of the foregoing reasons, all assets in Employer's Prefunding Account shall remain in the Prefunding Plan, except as otherwise provided below, and shall continue to be invested and accrue income as provided in Paragraph D.

(3) After Employer's participation in the Prefunding Plan terminates, Employer may not make contributions to the Prefunding Plan.

(4) After Employer's participation in the Prefunding Plan terminates, disbursements from Employer's Prefunding Account may continue upon Employer's instruction or otherwise in accordance with the terms of this Agreement.

(5) After the Employer's participation in the Prefunding Plan terminates, the governing body of the Employer may request either:

- (a) A trustee to trustee transfer of the assets in Employer's Prefunding Account; provided that the Board shall have no obligation to make such transfer unless the Board determines that the transfer will satisfy applicable requirements of the Internal Revenue Code, other law and accounting standards, and the Board's fiduciary duties. If the Board determines that the transfer will satisfy these requirements, the Board shall then have one hundred fifty (150) days from the date of such determination to effect the transfer. The amount to be transferred shall be the amount in the Employer's Prefunding Account as of the date of the transfer (the "transfer date") and shall include investment earnings up to an investment earnings allocation date preceding the transfer date. In no event shall the investment earnings allocation date precede the transfer date by more than 150 days.
- (b) A disbursement of the assets in Employer's Prefunding Account; provided that the Board shall have no obligation to make such disbursement unless the Board determines that, in compliance with the Internal Revenue Code, other law and accounting standards, and the Board's fiduciary duties, all of Employer's obligations for payment of post-employment health care benefits and other post-employment benefits and reasonable administrative costs of the Board have been satisfied. If the Board determines that the disbursement will satisfy these requirements, the

Board shall then have one hundred fifty (150) days from the date of such determination to effect the disbursement. The amount to be disbursed shall be the amount in the Employer's Prefunding Account as of the date of the disbursement (the "disbursement date") and shall include investment earnings up to an investment earnings allocation date preceding the disbursement date. In no event shall the investment earnings allocation date precede the disbursement date by more than 150 days.

(6) After Employer's participation in the Prefunding Plan terminates and at such time that no assets remain in Employer's Prefunding Account, this Agreement shall terminate.

(7) If, for any reason, the Board terminates the Prefunding Plan, the assets in Employer's Prefunding Account shall be paid to Employer after retention of (i) amounts sufficient to pay post-employment health care benefits and other post-employment benefits to annuitants for current and future annuitants described by the employer's current substantive plan (as that term is used in GASB OPEB Standards), and (ii) amounts sufficient to pay reasonable administrative costs of the Board.

(8) If Employer ceases to exist but Employer's Prefunding Plan continues to exist and if no provision has been made by Employer for ongoing payments to pay post-employment health care benefits and other post-employment benefits to annuitants for current and future annuitants, the Board is authorized to and shall appoint a third party administrator to carry out Employer's Prefunding Plan. Any and all costs associated with such appointment shall be paid from the assets attributable to contributions by Employer.

(9) If Employer should breach the representation and warranty set forth in Paragraph A., the Board shall take whatever action it deems necessary to preserve the tax-exempt status of the Prefunding Plan.

I. General Provisions

(1) Books and Records.

Employer shall keep accurate books and records connected with the performance of this Agreement. Employer shall ensure that books and records of subcontractors, suppliers, and other providers shall also be accurately maintained. Such books and records shall be kept in a secure location at the Employer's office(s) and shall be available for inspection and copying by CalPERS and its representatives.

(2) Audit.

- (a) During and for three years after the term of this Agreement, Employer shall permit the Bureau of State Audits, CalPERS, and its authorized

representatives, and such consultants and specialists as needed, at all reasonable times during normal business hours to inspect and copy, at the expense of CalPERS, books and records of Employer relating to its performance of this Agreement.

- (b) Employer shall be subject to examination and audit by the Bureau of State Audits, CalPERS, and its authorized representatives, and such consultants and specialists as needed, during the term of this Agreement and for three years after final payment under this Agreement. Any examination or audit shall be confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement. Employer shall cooperate fully with the Bureau of State Audits, CalPERS, and its authorized representatives, and such consultants and specialists as needed, in connection with any examination or audit. All adjustments, payments, and/or reimbursements determined to be necessary by any examination or audit shall be made promptly by the appropriate party.

(3) Notice.

- (a) Any notice, approval, or other communication required or permitted under this Agreement will be given in the English language and will be deemed received as follows:
 - 1. Personal delivery. When personally delivered to the recipient. Notice is effective on delivery.
 - 2. First Class Mail. When mailed first class to the last address of the recipient known to the party giving notice. Notice is effective three delivery days after deposit in a United States Postal Service office or mailbox.
 - 3. Certified mail. When mailed certified mail, return receipt requested. Notice is effective on receipt, if delivery is confirmed by a return receipt.
 - 4. Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, Notice is effective on delivery, if delivery is confirmed by the delivery service.
 - 5. Telex or Facsimile Transmission. When sent by telex or fax to the last telex or fax number of the recipient known to the party giving notice. Notice is effective on receipt, provided that (i) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (ii) the receiving party delivers a written

confirmation of receipt. Any notice given by telex or fax shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a nonbusiness day.

6. E-mail transmission. When sent by e-mail using software that provides unmodifiable proof (i) that the message was sent, (ii) that the message was delivered to the recipient's information processing system, and (iii) of the time and date the message was delivered to the recipient along with a verifiable electronic record of the exact content of the message sent.

Addresses for the purpose of giving notice are as shown in Paragraph B.(1) of this Agreement.

- (b) Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- (c) Any party may change its address, telex, fax number, or e-mail address by giving the other party notice of the change in any manner permitted by this Agreement.
- (d) All notices, requests, demands, amendments, modifications or other communications under this Agreement shall be in writing. Notice shall be sufficient for all such purposes if personally delivered, sent by first class, registered or certified mail, return receipt requested, delivery by courier with receipt of delivery, facsimile transmission with written confirmation of receipt by recipient, or e-mail delivery with verifiable and unmodifiable proof of content and time and date of sending by sender and delivery to recipient. Notice is effective on confirmed receipt by recipient or 3 business days after sending, whichever is sooner.

(4) Survival

All representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to be a part of their Agreement shall survive the termination of this Agreement until such time as all amounts in Employer's Prefunding Account have been disbursed.

(5) Waiver

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and

signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

(6) Necessary Acts, Further Assurances

The parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

A majority vote of Employer's Governing Body at a public meeting held on the _____ day of the month of _____ in the year _____, authorized entering into this Agreement.

Signature of the Presiding Officer: _____

Printed Name of the Presiding Officer: _____

Name of Governing Body: _____

Name of Employer: _____

Date: _____

BOARD OF ADMINISTRATION
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
JOHN SWEDENSKY
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

To be completed by CalPERS The effective date of this Agreement is: _____
--



DELEGATION OF AUTHORITY TO REQUEST DISBURSEMENTS

RESOLUTION OF THE

BOARD OF EDUCATION
(GOVERNING BODY)

OF THE

SANTA ANA UNIFIED SCHOOL DISTRICT
(NAME OF EMPLOYER)

The BOARD OF EDUCATION delegates to the incumbents
(GOVERNING BODY)

in the positions of DEPUTY SUPERINTENDENT-ADMINISTRATIVE SERVICES and/or
(TITLE)

ASSISTANT SUPERINTENDENT, BUSINESS SERVICES authority to request on
(TITLE)

behalf of the Employer disbursements from the Other Post Employment Prefunding
Plan and to certify as to the purpose for which the disbursed funds will be used.

By Stefanie P. Phillips, Ed.D.

Title Secretary of the Board of Education
Santa Ana Unified School District

Witness _____

Date _____

AGENDA ITEM BACKUP SHEET
November 15, 2016

Board Meeting

TITLE: Acceptance of Anaheim Ducks Foundation Donation of an Outdoor “Street Hockey” Rink at McFadden Intermediate School

ITEM: Action

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

PREPARED BY: Jessica Mears, Senior Facilities Planner

BACKGROUND INFORMATION:

Recommended for Board approval is the acceptance of a donation of an outdoor “street hockey” rink from the Anaheim Ducks Foundation (Foundation).

RATIONALE:

Staff seeks Board acceptance of the Anaheim Ducks Foundation donation and approval of an outdoor “street hockey” rink at McFadden Intermediate School. The Foundation is proposing to install approximately 5,000-square-foot concrete hockey rink. The donation would also include a campus beautification project, including a mural and landscaping. The installation is tentatively scheduled to be installed Spring Break 2017. The rink would be used by the school’s existing hockey team and PE program, and be available for use after school hours to community groups.

ITEM SUMMARY:

- Anaheim Ducks Professional National Hockey League Foundation Donation
- Donation Value: Approximately \$55,000
- Installation Period: Spring Break 2017
- Install outdoor “street hockey” rink at McFadden Intermediate School.

Supports LCAP Goal 3.4: Support school and district operations to create welcoming and productive school environments.

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

FUNDING:

Anaheim Ducks Foundation: Donation of approximately \$55,000 to complete the project.

RECOMMENDATION:

- 1) Accept the Anaheim Ducks Foundation donation for an outdoor “street hockey” rink, valued at approximately \$55,000; and
- 2) Approve the outdoor “street hockey” rink at McFadden Intermediate School; and
- 3) Approve the execution of the attached agreement.



ANAHEIM DUCKS POWER PLAY

STREET HOCKEY RINK

Rink Install Needs:

Demo	Grading
Demo	Haul Away - Green/Dirt
Concrete	4" Thick Base
Concrete	4" 3250 PSI Mix with Rebar
(Rink, Shed and Path) – Estimated 5000 Square Feet or 75 Yards	
Concrete	8" Thick x 12" Wide Thickened Edge with 2 #4 Rebar Concrete
Concrete	Finishing
Install	Core Drill
Install	Pound Posts
Install	Rink Set Up
Install	Clean Up



GamePlex Board

- 8' x 42"
- 90 lbs. each



CONTRACT FOR SMALL CONSTRUCTION PROJECT
(DONATION)

THIS CONTRACT ("Contract") is made and entered into this 21st day of October 2016, by and between the **Santa Ana Unified School District** ("District") and **Anaheim Ducks Hockey Club, LLC** ("Contractor"). District and Contractor may be referred to herein individually as a "Party" or collectively as the "Parties."

WHEREAS, District is the owner of real property located at 2701 S. Raitt Street, commonly known as the McFadden Intermediate School ("Site"); and

WHEREAS, Contractor is a professional National Hockey League organization and desires to construct an outdoor roller hockey rink outside of school hours with the use of an entirely volunteer workforce ("Project"); and

WHEREAS, Contractor desires to donate to District, at no cost or expense to District, the construction of the Project including, without limitation, all materials and labor pursuant to the terms and conditions set forth herein; and

WHEREAS, District's Governing Board is authorized pursuant to Education Code section 41032 to accept donations "made to the district or to or for the benefit of any school or college administered by the district";

NOW, THEREFORE, the Parties agree as follows:

1. **Contract Price & Services.** Contractor shall furnish to the District, for a total price of ZERO DOLLARS (\$0.00), the services described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"), which generally consist of the following construction services at the Site:
Donation of and installation of an outdoor street hockey rink, including approximately 5,000 square feet of 4" thick base, 4" thick 3250 PSI concrete mix with rebar, finishing, core drilling, pound posts, rink setup and cleanup.
2. **Contract Time.** Work shall be performed and completed by April 14, 2017.
3. **Payment.** The Parties acknowledge and agree that District shall not be required to make any payment to Contractor for the performance of any Work or Services under this Contract as the Work and Services are to be donated to District.
4. **Equipment and Labor.** Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Services, to be performed at such times and places as directed by and subject to the approval of the authorized District representative.
5. **Insurance.** Contractor shall have and maintain in force during the term of this Contract, with the minimum indicated limits, the following insurance: **Commercial General Liability**, with Products and Completed Operations Coverage (\$1,000,000 per occurrence; \$2,000,000 aggregate); **Automobile Liability, Any Auto** (Combined Single Limit; \$1,000,000 per occurrence; 2,000,000 aggregate); **Workers Compensation** (Statutory limits pursuant to State law); **Employers' Liability** (\$2,000,000). Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. Except for worker's compensation insurance, the District shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any volunteer, subcontractor, employee, or agent to commence Work under this Contract or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.
6. **Indemnification / Hold Harmless.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, their agents, representatives, officers, consultants, employees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.
7. **Termination.** Both Parties shall have the right to terminate this Contract effective immediately upon the giving of written notice thereof to the other Party. Termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of termination.
8. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the

8. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified.
9. **Permits and Licenses.** As applicable and necessary, Contractor and all of its employees, volunteers, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or Services herein listed.
10. **Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible for complying with the District's rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
11. **Excavations Over Four Feet.** If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) subsurface or latent physical conditions at the Site differing from those indicated; or (3) unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and will cooperate with Contractor to amend this Contract in writing, if and as necessary, should District find that the conditions do materially so differ or involve hazardous waste.
12. **Lead-Based Paint.** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors, and workers shall undertake any action to abate existing risk factors for lead. Contractor must execute the Lead-Based Paint Certification, if applicable.
13. **Warranty/Quality.** Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product, or Services performed against defective workmanship, defects, or failures of materials for a period of one (1) year. The Contractor will not be able to uphold this guarantee if the product was used for activities outside of its intended purpose.
14. **Independent Contractor Status.** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.
15. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking of any kind are allowed at any time in any buildings and/or grounds on District property. No volunteers, students, staff, visitors, consultants, or contractors are to use drugs on District sites.
16. **Labor Code Requirements.** The Parties hereby acknowledge and agree that the Work of the Project is to be performed solely by volunteers and Labor Code section 1720.4 is therefore applicable exempting Contractor from the payment of prevailing wages on the Project.
17. **Disputes.** In the event of a dispute between the Parties as to performance of Work, or Agreement interpretation, ~~or payment~~, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Contract nor stop Work.
18. **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a in the county in which the District's administration office is located.
19. **Waiver.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
20. **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

IN WITNESS WHEREOF, the Parties hereto have accepted, agreed to, and executed this Contract on the date indicated below.

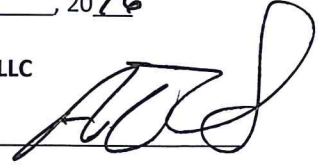
Dated: _____, 20__

Dated: October 21, 2016

Santa Ana Unified School District

Anaheim Ducks Hockey Club, LLC

By: _____

By:  _____

Print Name: _____

Print Name: AARON TEATS

Print Title: _____

Print Title: VP; CMO

AGENDA ITEM BACKUP SHEET
November 15, 2016

Board Meeting

TITLE: **Adoption of Resolution No. 16/17-3147 Authorization of Amendment No. 04 to California State Preschool Program Contract CSPP-6334 for 2016-17 Program Year**

ITEM: **Action**

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

PREPARED BY: **Keely Orlando, Director, Early Childhood Education**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board adoption of Resolution No. 16/17-3147 to authorize amendment No. 04 to the California State Preschool Program Contract CSPP-6334, for an increase to the Maximum Reimbursible Amount (MRA) per student's daily enrollment for the 2016-17 program year.

ITEM SUMMARY:
<ul style="list-style-type: none"> • The California State Preschool Program Contract provides an increase to the CSPP budget as a result of the Budget Act of 2015 • Maximum Reimbursible Amount increased from \$38.53 to \$40.45 per student's daily enrollment in the 2016-17 program year

RATIONALE:

The District currently serves approximately 1,300 preschool students within the California State Preschool Program. This amendment No. 04 to the California State Preschool Contract CSPP-6334 provides an increase to the MRA. The previous amount of \$38.53 will be increased to \$40.45 for student's daily enrollment. The new MRA will result in an increase of \$265,538 to the California State Preschool Program Contract CSPP-6334 for the 2016-17 program year.

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

FUNDING:

California State Preschool Program Contract Revenue Increase: \$265,538

RECOMMENDATION:

Adopt Resolution No. 16/17-3147 to authorize Amendment No. 04 to the California State Preschool Program Contract CSPP-6334 for the 2016-17 program year.



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 16 - 17

Amendment 04

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

Budget Act/Rate Increase

DATE: July 01, 2016

CONTRACT NUMBER: CSPP-6334

PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM

PROJECT NUMBER: 30-6667-00-6

CONTRACTOR'S NAME: SANTA ANA UNIFIED SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2016 designated as number CSPP-6334 and Amendment #01 (15/16 & 16/17 Expansion and 16/17 Start-Up) and Amendment #02 (Increase (\$198,813) and Start-Up (\$29,478 of increase)) and Amendment #03 (RFA #2 Award (\$646,722)) shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$5,335,983.00 and inserting \$5,601,521.00 in place thereof.

The Maximum Rate per child day of enrollment payable pursuant to the provisions of this agreement shall be amended by deleting reference to the Previous Rate of \$38.53 and inserting the Blended Rate of \$40.45 in place thereof.

The Blended Rate is an average of the Previous Rate and the Previous Rate increased by ten percent. This increase represents the ten percent increase to the Standard Reimbursement Rate, which is effective January 1, 2017, pursuant to the Budget Act of 2016.

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 138,489.0 and inserting 138,480.0 in place thereof.

Minimum Days of Operation (MDO) Requirement shall be 246. (No change)

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

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Sushil Chandra, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE Contracts, Purchasing and Conference Services		ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 265,538	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General			Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 5,335,983	(OPTIONAL USE) 0656 23038-6667	ITEM 30.10.010. 6100-196-0001	CHAPTER 23	STATUTE 2016	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 5,601,521	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590	FISCAL YEAR 2016-2017			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER		DATE			

AGENDA ITEM BACKUP SHEET
November 15, 2016

Board Meeting

TITLE: **Adoption of Resolution No. 16/17-3140 – Intent to Grant Easement to Southern California Edison for a Right-of-Way to Access, Install, and Maintain Systems Used to Provide Electrical Power to Vehicle Charging Stations at Building Services Site**

ITEM: **Action**

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

PREPARED BY: **Dale McCurry, Energy Manager**

BACKGROUND INFORMATION:

The purpose of this agenda item is to request Board approval to declare the District's intent to grant an easement to Southern California Edison (SCE) for a right-of-way to access, install, and maintain systems used to provide electrical power to vehicle charging stations at the Building Services site.

RATIONALE:

Through a grant from SCE, the SAUSD will be given free of charge a total of ten (10) electric vehicle charge stations. Building Services vehicles will be utilizing five (5) charging stations for future District-provided electric vehicles. The other five (5) charging stations may be utilized by some Santa Ana USD employees who own electric vehicles which could be charged at the employee's expense through the equipment provided by SCE. District vehicles will be charged through the building's electric meter. In order to provide access to the electric meter, an easement must be granted to SCE. SCE will maintain the service meter for the purpose of measuring the quantity of electricity delivered on a monthly basis.

LCAP Goal 3.4: Support school and district operations to create welcoming and productive school environments.

FUNDING:

No fiscal impact to the General Fund.

ITEM SUMMARY:
<ul style="list-style-type: none"> • Declare intent to grant easement to the Southern California Edison (SCE) at SAUSD Building Services site and to allow access to the existing electrical meter. • Vehicle charging stations are environmentally friendly. • This corporate vehicle charging station will be provided by SCE at no cost to the District.

RECOMMENDATION:

Adopt Resolution No. 16/17-3140 to declare intent to grant an easement to the Southern California Edison for a right-of-way to access, install, and maintain systems used to provide electrical power to vehicle charging stations at the Building Services site.

1 RESOLUTION NO. 16/17-3140

2 BOARD OF EDUCATION

3 SANTA ANA UNIFIED SCHOOL DISTRICT

4 ORANGE COUNTY, CALIFORNIA

5 RESOLUTION OF THE GOVERNING BOARD OF THE SANTA ANA UNIFIED SCHOOL DISTRICT
6 DECLARING ITS INTENTION TO GRANT AN EASEMENT TO SOUTHERN CALIFORNIA EDISON FOR
7 ACCESS TO ELECTRICAL EQUIPMENT MAINTAINENCE
8

9 WHEREAS, the Santa Ana Unified School District ("District") owns real property located
10 at 720 N. Fairview Street, Santa Ana, CA 92703 (A.P.N.: 405-211-03), commonly known
11 as the Santa Ana Unified School District Building Services ("District Property"); and
12

13 WHEREAS, Southern California Edison, a Municipal Corporation, as amended
14 ("Grantee"), has indicated its intention to construct, use, maintain, operate, alter,
15 add to, repair, replace, reconstruct, inspect and remove at any time and from time to
16 time overhead and underground electrical supply systems and internal communications
17 systems consisting of poles, guys and anchors, crossarms, wires, underground conduits,
18 cables, vaults, manholes, handholes, and including above-ground enclosures, markers
19 and concrete pads and other appurtenant fixtures and equipment necessary or useful
20 for distributing electrical energy and for transmitting intelligence by electrical
21 means, for the purposes of providing electrical power to vehicle charging stations,
22 in on, over, under, across and along that certain real property in the County of
23 Orange, State of California specifically all of that portion of lots 6 & 7 of the
24 lands of S.H. Finley, as shown on a map filed in book 2, page 9 of Record of Surveys,
25 in the office of the County Recorder of said county, said portion more particularly
26 described in parcel 1 of that certain final order of condemnation, Case No.
27 2006000698570 of official records, in the Office of the County Recorder of said county
28 and as identified in Exhibit "A" attached hereto, in the form of a non-exclusive
29 permanent easement, and maintenance easement, (collectively, the "Easement"); and
30

31 WHEREAS, the District does not need the Easement area for classroom buildings
32 or educational purposes; and
33

34 WHEREAS, the District may grant the Easement if, after adoption of this
35 Resolution of Intent and publication of notice, the District's Governing Board adopts,
36 in a regular open meeting ("Public Hearing"), by a two-thirds vote of all its members,
37 a resolution authorizing and directing the Superintendent, or Superintendent's
38 designee, to execute and deliver the Easement; and
39

40 WHEREAS, notice of the Governing Board's intent to grant the Easement ("Notice")
41 shall be given pursuant to Education Code section 17558 by posting copies of this
42 Resolution of Intent signed by the members of the Governing Board, or majority thereof,
43 in three (3) public places in the District not less than ten (10) days before the
44 date of the Public Hearing, and by publishing the Notice once not less than five (5)
45 days before the date of the Public Hearing in a newspaper of general circulation,
46 published in the District, and
47

48 WHEREAS, the Public Hearing shall be held on December 13, 2016, or subsequent
49 Board meeting, at 6:00 p.m., or as soon thereafter as the matter may be heard in
50 the Santa Ana Unified School District Board Room, located at 1601 E. Chestnut Avenue,
51 Santa Ana, CA 92701.
52

53 NOW THEREFORE, BE IT RESOLVED, that the District's Governing Board hereby finds,
54 determines, declares, orders and resolves as follows:
55

110
111 I, Valerie Amezcua, Clerk of the Board of Education of the Santa Ana Unified School
112 District of Orange County, California, hereby certify that the above and foregoing
113 Resolution was duly adopted by the said Board at a regular meeting thereof held on
114 the 15th day of November 2016 and passed by a vote of _____ of said Board.
115

116
117
118 _____
119 Valerie Amezcua, Clerk of the Board of Education of the
120 Santa Ana Unified School District, State of California
121
122
123
124
125
126



LOCATION OF ELECTRIC VEHICLE CHARGING STATIONS.

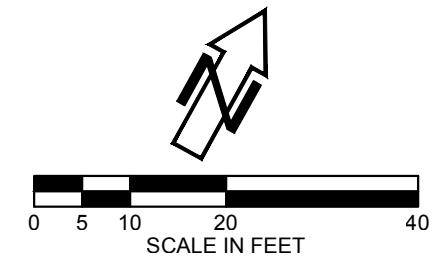
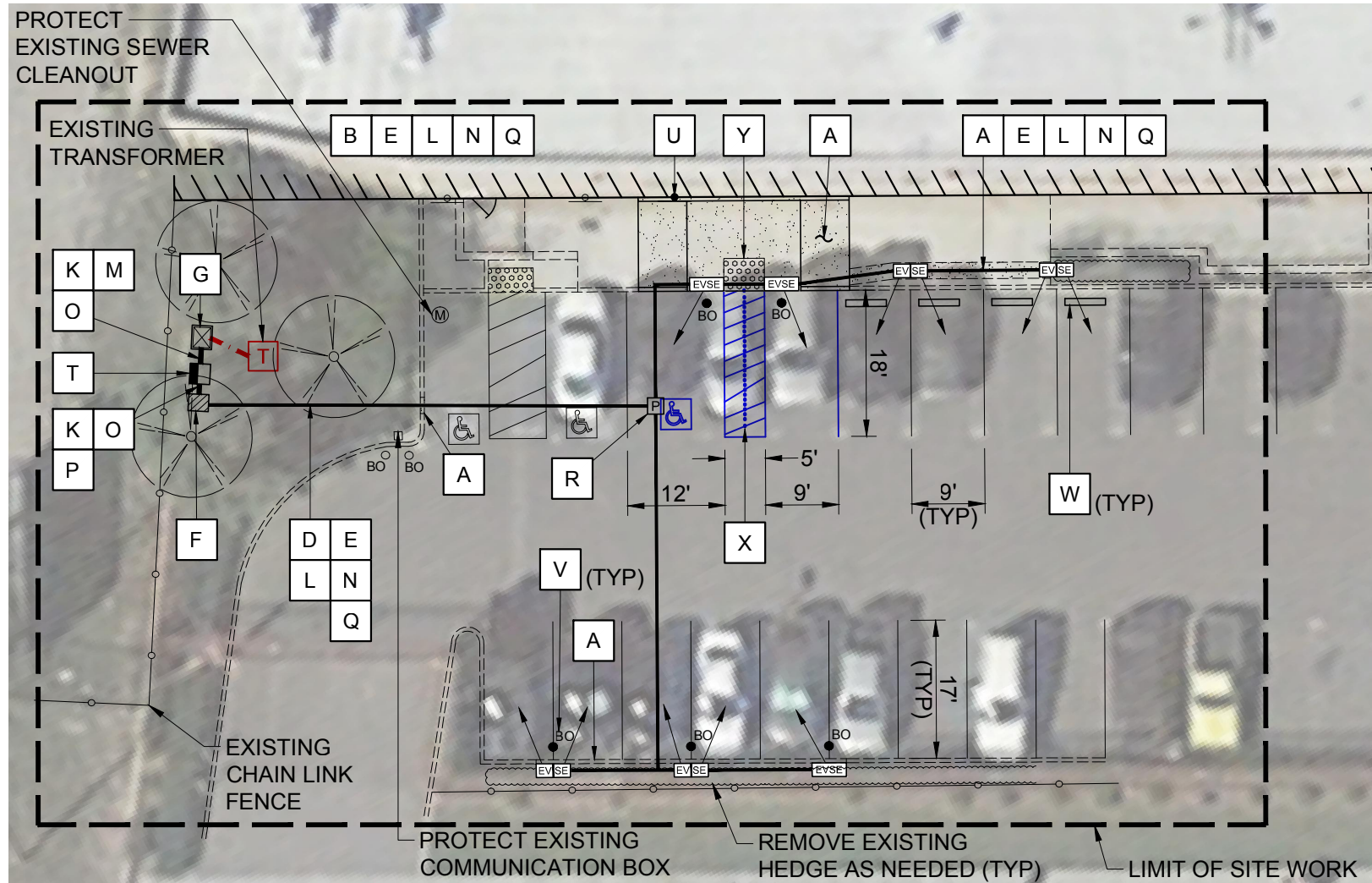
W Civic Center Dr

720 Fairview St

Google Earth

1995

BUILDING SERVICES



CUSTOMER INFRASTRUCTURE IMPROVEMENTS

CONSTRUCTION NOTES		E.Q.
A	REMOVE AND REPLACE CONCRETE	364 SF
B	REMOVE AND REPLACE PAVEMENT	172 SF
D	REMOVE VEGETATION	162 SF
E	2' WIDE UTILITY TRENCH	218 LF
F	INSTALL 400 AMP DISTRIBUTION SUBPANEL	1 UNIT
G	INSTALL 200 AMP POWER METER (NO PANELBOARD)	1 UNIT
K	INSTALL BELOW GRADE PVC CONDUIT +2"	11 LF
L	INSTALL BELOW GRADE PVC CONDUIT <2"	1,508 LF
M	3/0 WIRE CONDUCTOR	24 LF
N	#8 WIRE CONDUCTOR	3,176 LF
O	#6 WIRE CONDUCTOR	11 LF
P	500 MCM WIRE CONDUCTOR	32 LF
Q	DATA CAT5e CABLE	754 LF
R	INSTALL PULLBOX	1 UNIT
T	INSTALL STEPDOWN TRANSFORMER	1 UNIT
U	INSTALL ACCESSIBLE/EVSE SIGNAGE	1 UNIT
V	INSTALL SITE BOLLARDS	5 UNITS
W	INSTALL WHEEL STOPS	4 UNITS
X	STRIPING FOR ADA STALLS	1 UNIT
Y	INSTALL TRUNCATED DOMES	1 UNIT

SYMBOL LEGEND

- NEW ACCESSIBLE/ EVSE SIGNAGE
- EXISTING SIGNAGE
- NEW SITE BOLLARDS
- EXISTING SITE BOLLARDS
- NEW WHEEL STOPS
- EXISTING UTILITY MANHOLE
- DUAL PORT EVSE
- SINGLE PORT EVSE
- DISTRIBUTION SUBPANEL
- NEW PULLBOX
- STEPDOWN TRANSFORMER
- POWER METER (NO PANELBOARD)
- SCE TRANSFORMER, BY T&D
- SCE ELECTRICAL SERVICE SUPPLY TO METER, BY T&D
- ELECTRICAL FROM METER TO PANEL (+2")
- ELECTRICAL FROM PANEL TO EVSE, DEDICATED CIRCUIT PER EVSE (<2")
- NEW EVSE ACCESSIBLE ROUTE
- LIMITS OF WORK

NOTE

1. UTILITY DISTRIBUTION INFRASTRUCTURE SHOWN IN RED BUILT BY OTHERS AND SHOWN ONLY FOR PROJECT CLARITY AND COORDINATION.
2. IMPACTED EXISTING PARKING = 12 TOTAL SPACES; 12 STANDARD SPACES
3. PROPOSED PARKING = 11 TOTAL SPACES; 1 VAN ACCESSIBLE EVSE, 1 STANDARD ACCESSIBLE UNRESERVED EVSE, 9 STANDARD EVSE
4. EVSE LAYOUT BASED ON USE OF DUAL AND SINGLE PORT STYLE CHARGERS
5. PULLBOXES TO BE INSTALLED AS NEEDED

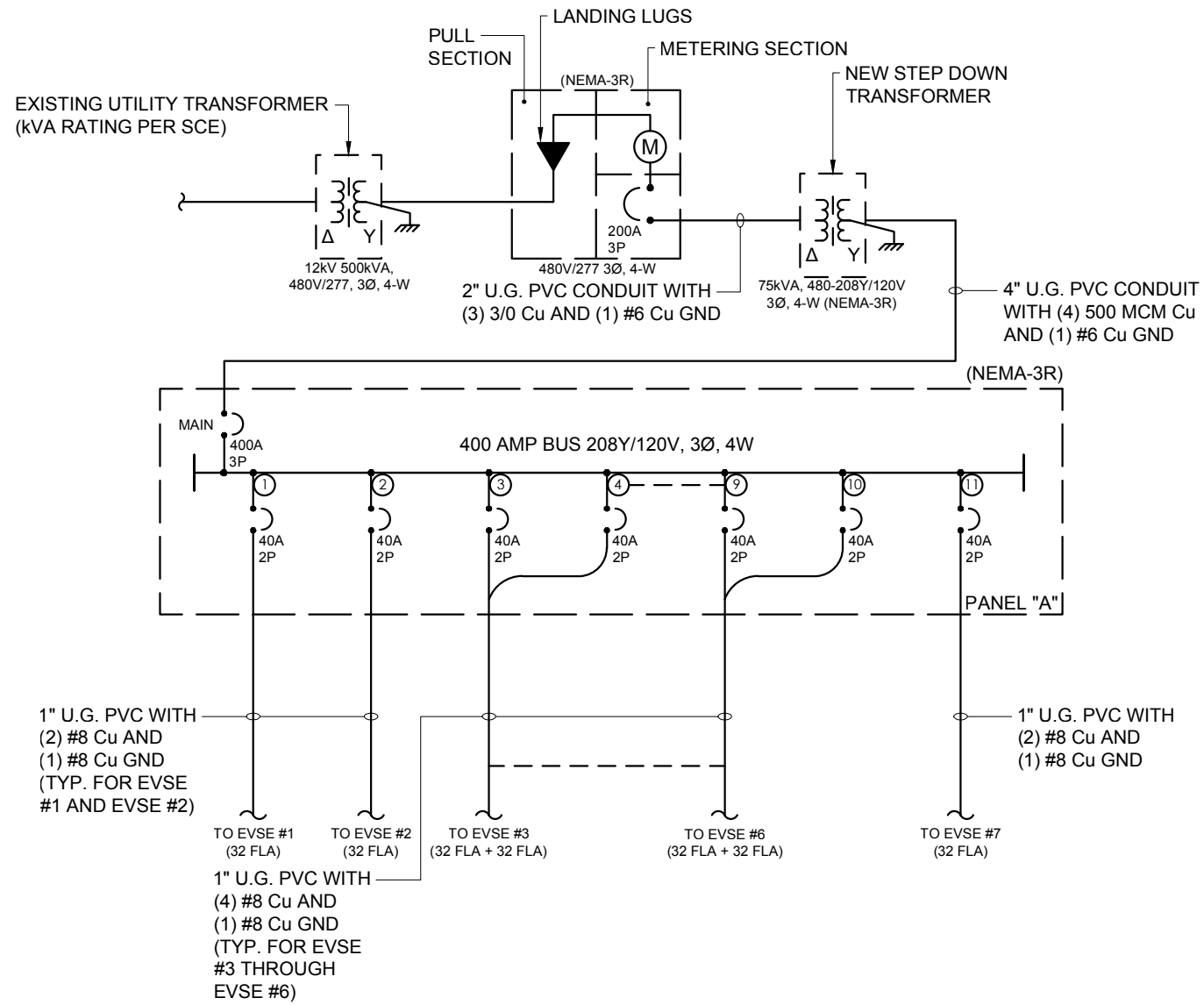


CONSULTANT
Blair, Church & Flynn
Consulting Engineers
4821 Glens Avenue,
Suite 200
Costa, California 92622
Tel (949) 336-1400
Fax (949) 336-1800

SCE CHARGE READY PROGRAM
SR2193766 (SANTA ANA SCHOOL DISTRICT)
EVSE SITE IMPROVEMENTS
DEFINED PLAN – REV 2

DR. BY DH
CH. BY RF
DATE 10-07-16
SCALE: AS NOTED

SHEET NO. **1**
OF — SHEETS



SINGLE LINE DIAGRAM

NOT TO SCALE

NOTE

1. DIAGRAM ASSUMES CHARGER AND CONTROLLER ARE ONE (1) SELF CONTAINED UNIT.
2. TOTAL CONNECTED 3-PH KVA: 77.6 KVA
3. 3-PH KVA WITH 125% GROWTH FACTOR: 97.0 KVA
4. SERVICE PANEL, OVER CURRENT PROTECTION DEVICES AND WIRE SIZE BASED ON NEC REQUIREMENTS AT 125% CONTINUOUS LOAD.
5. TRANSFORMER LOADING BASED ON KVA REQUIREMENTS OF CHARGER AT 0.95 PF PER SCE (6.7KVA/CHARGER).

Blair, Church & Flynn
CONSULTING ENGINEERS

Blair, Church & Flynn
Consulting Engineers
4821 Clovis Avenue,
Suite 200
Clovis, California 93612
Tel: (509) 335-1400
Fax: (509) 335-1200

SCE CHARGE READY PROGRAM	
SR2193766 (SANTA ANA SCHOOL DISTRICT)	
EVSE SITE IMPROVEMENTS	
SINGLE LINE - REV 2	
DR. BY DH CH. BY RF DATE 10-07-16 SCALE: AS NOTED	SHEET NO. 2 OF — SHEETS

**AGENDA ITEM BACKUP SHEET
November 15, 2016**

Board Meeting

TITLE: Authorization to Award a Contract for Bid Package No. 1 – Classroom Buildings at Valley High School

ITEM: Action

SUBMITTED BY: Tina Douglas, Assistant Superintendent, Business Services

PREPARED BY: Orin L. Williams, Assistant Superintendent, Facilities and Governmental Relations
Jonathan Geiszler, Director, Purchasing and Stores

BACKGROUND INFORMATION:

Submitted for Board consideration is the staff recommendation for approval to award a contract for Bid Package No. 1 for the addition of two classroom buildings at Valley High School.

RATIONALE:

Legal advertisement of notice calling for bids was placed in the *Orange County Reporter* on September 9, and September 16, 2016. On October 27, 2016, staff received and opened six bids. R.C. Construction represents the lowest responsive, responsible bidder. R.C. Construction has been contracted with the District for services previously, and has been vetted through the prequalification process.

ITEM SUMMARY:

- Bid Amount: \$10,553,000.00
- Architect’s Estimate was \$14.8 million
- Contract Start: November 16, 2016
- Contract End: December 1, 2017
- Contractor selection is in compliance with Board Policy 3311(a) - Bids and Public Contract Code Sections 22030-22045.

Contractor:	Bid Amount:
R.C. Construction	\$10,553,000.00
P.H. Hagopian	\$10,599,000.00
AMG	\$10,997,000.00
ACC Contractors, Inc.	\$11,469,000.00
Bogh Engineering, Inc.	\$11,932,000.00
USS Cal Builders	\$12,496,000.00

LCAP Goal 3.4: Support school and district operations to create welcoming and productive school environments.

FUNDING:

Special Reserve Fund 40:	\$10,000,000.00
Capital Facilities Fund 25:	<u>\$ 553,000.00</u>
	\$10,553,000.00

RECOMMENDATION:

Authorize staff to award a contract to R.C. Construction for Bid Package No. 1 – Classroom Buildings at Valley High School.

AGENDA ITEM BACKUP SHEET
November 15, 2016

Board Meeting

TITLE: Board Bylaw (BB) 9222 – Resignation (Revised: For Adoption)

ITEM: Action

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to present to the Board for adoption the proposed revisions to the current Board Bylaw (BB) 9222 – Resignation.

RATIONALE:

BB 9222 was updated to clarify the effective date of a resignation of a member of the board, the need for the board to fill the vacancy by ordering an election or making a provisional appointment as appropriate, and the need for the resigning member to file a revised Statement of Economic Interest/Form 700.

RECOMMENDATION:

Adopt the revised Board Bylaw (BB) 9222 – Resignation.



Santa Ana Unified School District

BOARD BYLAW NO: 9222

SUBJECT: Resignation

CATEGORY: Board Bylaws

EFFECTIVE:

RESPONSIBLE OFFICE(S): Office of the Superintendent

REVIEWED: 11/15/2016

SCOPE:

A member of the Governing Board member who wishes to resign may do so by filing from the Board shall file a written resignation with the County Superintendent of Schools. (Education Code 5090)

POLICY:

The resigning Board member shall also notify the Board and give a copy of his/her written resignation A copy shall be given to the Board secretary.

The written resignation is shall become effective when filed with the County Superintendent, except when a deferred effective date is specified in the resignation. (Education Code 5090) A Board member may not defer the effective date of his/her resignation for more than 60 days after filing he/she files the resignation with the County Superintendent. (Education Code 5090, 5091)

Once filed, a A written resignation, whether specifying a deferred effective date or otherwise, shall be irrevocable upon being filed. (Education Code 5090)

Upon resignation, the A Board member may who tenders his/her resignation with a deferred effective date shall, until the effective date of the resignation, continue to exercise all his/her powers of the office, save that of voting for a successor, until the effective date of resignation except that he/she shall not have the right to vote for his/her successor in an action taken by the Board to make a provisional appointment. (Education Code 5091, 35178)

(cf. 9223 - Filling Vacancies)

DESIRED OUTCOME:

A Board member who resigns shall file, within 30 days of leaving office, a revised Statement of Economic Interest/Form 700 covering the period of time between the closing date of the last statement required to be filed and the date he/she leaves office. (Government Code 87302, 87500)

(cf. 9270 - Conflict of Interest)



Santa Ana Unified School District

BOARD BYLAW NO: 9222

SUBJECT: Resignation

CATEGORY: Board Bylaws

EFFECTIVE:

RESPONSIBLE OFFICE(S): Office of the Superintendent

REVIEWED: 11/15/2016

IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

Legal Reference:

EDUCATION CODE

5090-5095	Vacancies on the board	Definition (vacancy)
5091	Special Election	
35178	Resignation with deferred effective date	

GOVERNMENT CODE

1770	Vacancy on the board
87300-87313	Conflict of interest code
87500	Statement of economic interests

Adopted: 10-00 Santa Ana, CA



Santa Ana Unified School District

BOARD BYLAW NO: 9222

SUBJECT: **Resignation**

CATEGORY: Board Bylaws

EFFECTIVE:

RESPONSIBLE OFFICE(S): Office of the Superintendent

REVIEWED: 11/15/2016

SCOPE:

A member of the Governing Board who wishes to resign from the Board shall file a written resignation with the County Superintendent of Schools. (Education Code 5090)

POLICY:

The resigning Board member shall also notify the Board and give a copy of his/her written resignation to the Board secretary.

The resignation shall become effective when filed with the County Superintendent, except when a deferred effective date is specified in the resignation. A Board member may not defer the effective date of his/her resignation for more than 60 days after he/she files the resignation with the County Superintendent. (Education Code 5090, 5091)

Once filed, a written resignation, whether specifying a deferred effective date or otherwise, shall be irrevocable. (Education Code 5090)

A Board member who tenders his/her resignation with a deferred effective date shall, until the effective date of the resignation, continue to exercise all powers of the office, except that he/she shall not have the right to vote for his/her successor in an action taken by the Board to make a provisional appointment. (Education Code 5091, 35178)

(cf. 9223 - Filling Vacancies)

DESIRED OUTCOME:

A Board member who resigns shall file, within 30 days of leaving office, a revised Statement of Economic Interest/Form 700 covering the period of time between the closing date of the last statement required to be filed and the date he/she leaves office. (Government Code 87302, 87500)

(cf. 9270 - Conflict of Interest)



Santa Ana Unified School District

BOARD BYLAW NO: 9222

SUBJECT: **Resignation**

CATEGORY: Board Bylaws

EFFECTIVE:

RESPONSIBLE OFFICE(S): Office of the Superintendent

REVIEWED: 11/15/2016

IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

Legal Reference:

EDUCATION CODE

5090-5095	Vacancies on the board
35178	Resignation with deferred effective date

GOVERNMENT CODE

1770	Vacancy on the board
87300-87313	Conflict of interest code
87500	Statement of economic interests

Adopted: 10-00 Santa Ana, CA

AGENDA ITEM BACKUP SHEET
November 15, 2016

Board Meeting

TITLE: Board Bylaw (BB) 9270 – Conflict of Interest (Revised: For Adoption)

ITEM: Action

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to present to the Board for adoption the proposed revisions to the current Board Bylaw (BB) 9270 – Conflict of Interest.

RATIONALE:

BB 9270 was reorganized and updated to reflect requirement to submit the conflict of interest code to the code reviewing body (i.e., county board of supervisors or Fair Political Practices Commission, as appropriate) by the deadline established by the code reviewing body, merge material on the "rule of necessity" into the section "Conflict of Interest under the Political Reform Act," expand material on "non-interests" in the section "Conflict of Interest under Government Code 1090 - Financial Interest in a Contract" to include additional examples of non-interests, and include the exceptions to the gift limitation.

RECOMMENDATION:

Adopt the revised Board Bylaw (BB) 9270 – Conflict if Interst.



Santa Ana Unified School District

BOARD BYLAW NO: 9270

SUBJECT: **Conflict of Interest Code**

CATEGORY: Board Bylaws

EFFECTIVE:

RESPONSIBLE OFFICE(S): Office of the Superintendent

REVIEWED: 11/15/2016

SCOPE:

~~The district's conflict of interest code shall consist of the terms of California Code of Regulations, Title 2, Section 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with a district attachment specifying designated positions and the specific types of disclosure statements required for each position.~~

The Governing Board desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the district and the public. Accordingly, no Board member, district employee, or other person in a designated position shall participate in the making of any decision for the district when the decision will or may be affected by his/her financial, family, or other personal interest or consideration.

(cf. 9005 - Governance Standards)

Even if a prohibited conflict of interest does not exist, a Board member shall abstain from voting on personnel matters that uniquely affect his/her relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which his/her relative belongs. Relative means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.

The Board shall adopt for the district a conflict of interest code that incorporates the provisions of 2 CCR 18730 by reference, specifies the district's designated positions, and provides the disclosure categories required for each position. The conflict of interest code shall be submitted to the district's code reviewing body for approval, in accordance with Government Code 87303 and within the deadline for submission established by the code reviewing body. (Government Code 87303)

Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code ~~annually.~~ and submit any changes to the code reviewing body or, ~~If no change in the code is required, the district Board shall submit by October 1 a written statement to that effect to the code reviewing body. If a change in the code is necessitated by changed circumstances, the district shall submit an amended code to the code reviewing body.~~ (Government Code 87306.5)

When a change in the district's conflict of interest code is necessitated by changed circumstances, such as the creation of new designated positions, changes to the duties assigned to existing positions,



Santa Ana Unified School District

BOARD BYLAW NO: 9270

SUBJECT: **Conflict of Interest Code**

CATEGORY: Board Bylaws

EFFECTIVE:

RESPONSIBLE OFFICE(S): Office of the Superintendent

REVIEWED: 11/15/2016

amendments, or revisions, the amended code shall be submitted to the code reviewing body within 90 days after the changed circumstances necessitating the amendments have become apparent. (Government Code 87306)

When reviewing and preparing the district's conflict of interest codes, the district Superintendent or designee shall provide officers, employees, consultants, and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)
(cf. 9320 - Meetings and Notices)

If a Board member or designated employee determines that he/she has a financial interest in a decision, as described in Government Code 87103, this determination shall be disclosed. The member shall be disqualified from voting on or discussing the matter unless his/her participation is legally required. (2 CCR 18700) shall annually file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories specified in the district's conflict of interest code. A Board member who leaves office or a designated employee who leaves district employment shall, within 30 days, file a revised statement covering the period of time between the closing date of the last required statement and the date of leaving office or district employment. (Government Code 87302, 87302.6)
(cf. 4117.2/4217.2/4317.2 - Resignation)
(cf. 9222 - Resignation)

Statements of economic interests submitted to the district by designated employees in accordance with the conflict of interest code shall be available for public inspection and reproduction. (Government Code 81008)

POLICY:

Conflict of Interest under the Political Reform Act

A Board member, designated employee, or other person in a designated position shall not make, participate in making, or in any way use or attempt to use his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has a disqualifying conflict of interest. A disqualifying conflict of interest exists if the decision will have a "reasonably foreseeable material financial effect," which is distinguishable from the effect on the public generally, on the Board member, designated employee, or other person in a designated position, his/her immediate family, or any financial interest described in 2 CCR 18700. (Government Code 87100, 87101, 87103; 2 CCR 18700-18709)

A Board member, designated employee, or other person in a designated position makes a governmental decision when he/she, acting within the authority of his/her office or position, authorizes or directs any action on a matter, votes or provides information or opinion on it, contacts or appears before a district official for the purpose of affecting the decision, or takes any other action specified in 2 CCR 18704.

However, a Board member shall participate in the making of a contract in which he/she has a financial interest if his/her participation is required by the rule of necessity or legally required participation pursuant to Government Code 87101 and 2 CCR 18705.



Santa Ana Unified School District

BOARD BYLAW NO: 9270

SUBJECT: **Conflict of Interest Code**

CATEGORY: Board Bylaws

EFFECTIVE:

RESPONSIBLE OFFICE(S): Office of the Superintendent

REVIEWED: 11/15/2016

Additional Requirements for Boards that Manage Public Investments

Any Board member who manages public investments pursuant to Government Code 87200 and who has a financial interest in a decision shall, upon identifying a conflict or potential conflict of interest and immediately prior to the consideration of the matter, do all of the following: (Government Code 87105; 2 CCR 18707)

1. Publicly identify each financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required.

2. Recuse himself/herself from discussing and voting on the matter, or otherwise acting in violation of Government Code 87100. The Board member shall not be counted toward achieving a quorum while the item is discussed.

However, the Board member may speak on the issue during the time that the general public speaks on it and may leave the dais to speak from the same area as members of the public. He/she may listen to the public discussion and deliberations of the matter with members of the public.

3. Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.

If the item is on the consent calendar, the Board member must recuse himself/herself from discussing or voting on that matter, but the Board member is not required to leave the room during consideration of the consent calendar.

4. If the Board's decision is made during closed session, disclose his/her interest orally during the open session preceding the closed session. This disclosure shall be limited to a declaration that his/her recusal is because of a conflict of interest pursuant to Government Code 87100. He/she shall not be present when the item is considered in closed session and shall not knowingly obtain or review a recording or any other nonpublic information regarding the Board's decision.

(cf. 3430 - Investing)

(cf. 9321 - Closed Session Purposes and Agendas)

(cf. 9321.1 - Closed Session Actions and Reports)

DESIRED OUTCOME:

Conflict of Interest under Government Code 1090 - Financial Interest in a Contract



Santa Ana Unified School District

BOARD BYLAW NO: 9270

SUBJECT: Conflict of Interest Code

CATEGORY: Board Bylaws

EFFECTIVE:

RESPONSIBLE OFFICE(S): Office of the Superintendent

REVIEWED: 11/15/2016

Board members, and designated employees, or district consultants shall not be financially interested in any contract made by the Board or in any contract they make in their capacity as Board members or designated employees on behalf of the district, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a Board member has such a financial interest in a contract made by the Board, the contract is void. (Government Code 1090)

A Board member shall not be considered to be financially interested in a contract if his/her in which he/she has only a "remote interest" includes, but is not limited to, any of the following: as specified in Government Code 1091, if the interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member or district official to enter into the contract. (Government Code 1091.5)

In addition, a Board member shall not be considered to be financially interested in a contract in which his/her interest is a "noninterest" as defined in Government Code 1091.5. Noninterest includes a Board member's interest in being reimbursed for his/her actual and necessary expenses incurred in the performance of his/her official duties, in the employment of his/her spouse/registered domestic partner who has been a district employee for at least one year prior to the Board member's election or appointment, or in any other applicable circumstance specified in Government Code 1091.5

Common Law Doctrine Against Conflict of Interest

A Board member shall abstain from any official action in which his/her private or personal interest may conflict with his/her official duties.

1. That of an officer who is being reimbursed for his/her actual and necessary expenses incurred in the performance of an official duty.
2. That of a recipient of public services generally provided by the public body or board of which he/she is a member, on the same terms and conditions as if he or she were not a member of the board.
3. That of a landlord or tenant of the contracting party if such contracting party is the federal government or any federal department or agency, this state or an adjoining state, any department or agency of this state or an adjoining state, any county or city of this state or an adjoining state, or any public corporation or special, judicial or other public district of this state or an adjoining state unless the subject matter of such contract is the property in which such officer or employee has such interest as landlord or tenant in which even his/her interest shall be deemed a remote interest within the meaning of, and subject to, the provisions of Government Code 1091.
4. That of a spouse of an officer or employee of a public agency if his/her spouse's employment or office holding has existed for at least one year prior to his/her election or appointment.



Santa Ana Unified School District

BOARD BYLAW NO: 9270

SUBJECT: **Conflict of Interest Code**

CATEGORY: Board Bylaws

EFFECTIVE:

RESPONSIBLE OFFICE(S): Office of the Superintendent

REVIEWED: 11/15/2016

- ~~5. That of a nonsalaried member of a nonprofit corporation, provided that such interest is disclosed to the Board at the time of each consideration of the contract, and provided further that such interest is noted in its official records.~~
- ~~6. That of a noncompensated officer of a nonprofit, tax exempt corporation which, as one of its primary purposes, supports the functions of the nonprofit board or to which the school Board has a legal obligation to give particular consideration, and provided further that such interest is noted in its official records.~~
- ~~7. That of a person receiving salary, per diem, or reimbursement for expenses from a governmental entity, unless the contract directly involves the department of the government entity that employs the officer or employee, provided that the interest is disclosed to the Board at the time of consideration of the contract, and provided further that the interest is noted in its official records.~~
- ~~8. That of an attorney of the contracting party or that of an owner, officer, employee or agent of a firm which renders, or has rendered, service to the contracting party in the capacity of stockbroker, insurance agent, insurance broker, real estate agent, or real estate broker, if these individuals have not received and will not receive remuneration, consideration, or a commission as a result of the contract and if these individuals have an ownership interest of less than 10 percent in the law practice or firm, stock brokerage firm, insurance firm or real estate firm.~~

~~A Board member or employee shall not be deemed to be interested in a contract made pursuant to competitive bidding under a procedure established by law if his/her sole interest is that of an officer, director, or employee of a bank or savings and loan association with which a party to the contract has the relationship of borrower or depositor, debtor or creditor. (Government Code 1091.5)~~

~~A Board member shall not be deemed to be financially interested in a contract if he/she has only a remote interest in the contract and if the remote interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member to enter into the contract. Remote interests are specified in Government Code 1091(b), they include, but are not limited to, the interest of a parent in the earnings of his/her minor child. (Government Code 1091)~~

~~A Board member may enter into a contract if the rule of necessity or legally required participation applies as defined in Government Code 87101.~~

~~Even if there is no prohibited or remote interest, a Board member shall refrain from discussion and abstain from voting on personnel matters that uniquely affect a relative of the Board member. A Board member may vote, however, on collective bargaining agreements and personnel matters that affect a class of~~



Santa Ana Unified School District

BOARD BYLAW NO: 9270

SUBJECT: **Conflict of Interest Code**

CATEGORY: Board Bylaws

EFFECTIVE:

RESPONSIBLE OFFICE(S): Office of the Superintendent

REVIEWED: 11/15/2016

~~employees to which the relative belongs. "Relative" means an adult who is related to the person by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)~~

~~A relationship within the third degree includes the individual's parents, grandparents and great grandparents, children, grandchildren and great grandchildren, brothers, sisters, aunts and uncles, nieces and nephews, and the similar family of the individual's spouse unless the individual is widowed or divorced.~~

Incompatible **Offices and** Activities

Governing Board members shall not engage in any employment or activity **or hold any office** which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the district. (Government Code **1099**, 1126)

(cf. 4136/4236/4336 - Nonschool Employment)

Gifts

Board members and designated employees may accept gifts only under the conditions and limitations specified in Board policy, Government Code 89503 and 2 CCR 18730. ~~(cf. 3316 - Ethics Standards for Contractor's and Consultant's) (cf. 9005 - Ethical Standards of Governance) (cf. 9220 - Governing Board Elections)~~

The limitations on gifts do not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays, and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

In addition, the limitation on gifts does not apply to informational materials such as books, reports, pamphlets, calendars, and periodicals. (Government Code 82028)

Gifts of travel and related lodging and subsistence shall be subject to the ~~above~~ **current gift** limitations, ~~except as described in when:~~ (Government Code 89506):

1. The travel is in connection with a speech given by a Board member or designated employee, provided the lodging and subsistence expenses are limited to the day immediately preceding, the day of, and the day immediately following the speech and the travel is within the United States.

2. The travel is provided by a person or agency specified in Government Code 89506, including a government, governmental agency or authority, bona fide public or private educational institution, as defined in Revenue and Taxation Code 203, or nonprofit organization exempt from taxation under section



Santa Ana Unified School District

BOARD BYLAW NO: 9270

SUBJECT: Conflict of Interest Code

CATEGORY: Board Bylaws

EFFECTIVE:

RESPONSIBLE OFFICE(S): Office of the Superintendent

REVIEWED: 11/15/2016

501(c)(3) of the Internal Revenue Code.

Gifts of travel exempted from the gift limitation, as described in items #1 and 2 above, shall nevertheless be reportable on the recipient's Statement of Economic Interest/Form 700 as required by law.

A gift of travel does not include travel provided by the district for Board members and designated employees. (Government Code 89506)

Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private conference, convention, meeting, social event, meal, or like gathering. (Government Code 89501, 89502)

The term "honorarium" does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade, or profession, unless the sole or predominant activity of the business, trade, or profession is making speeches.
2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes.

IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

Legal Reference:

EDUCATION CODE

1006	Qualifications for holding office
35107	School district employees
35230-35240	Corrupt practices, especially:
35233	Prohibitions applicable to members of governing boards
41000-41003	Moneys received by school districts
41015	Investments

FAMILY CODE

297.5	Rights, protections, and benefits of registered domestic partners
-------	---

GOVERNMENT CODE

1090-1098	Prohibitions applicable to specified officers
1125-1129	Incompatible activities



Santa Ana Unified School District

BOARD BYLAW NO: 9270

SUBJECT: **Conflict of Interest Code**

CATEGORY: Board Bylaws

EFFECTIVE:

RESPONSIBLE OFFICE(S): Office of the Superintendent

REVIEWED: 11/15/2016

81000-91014	Political Reform Act of 1974, especially:
82011	Code reviewing body
82019	Definition of "designated employee"
82028	Definition of "gifts"
82030	Definition of "income"
87100-87103.6	General prohibitions
87200-87210	Disclosure
87300-87313	Conflict of interest code
87500	Statements of economic interests
89501-89503	Honoraria and gifts
89506	Ethics; travel
91000-91014	Enforcement

PENAL CODE

85-88 Bribes

REVENUE AND TAXATION CODE

203 Taxable and exempt property - colleges

CODE OF REGULATIONS, TITLE 2

18110-18997	Regulations of the Fair Political Practices Commission, especially:
18700-18707	General prohibitions
18722-18740	Disclosure of interests
18750.1-18756	Conflict of interest codes
18702.5	Public identification of a conflict of interest for Section 87200 filers

COURT DECISIONS

McGee v. Balfour Beatty Construction, LLC, et al. (4/12/16, No. B262850)
Davis v. Fresno Unified School District (2015) 237 Cal.App.4th 261
Klistoff v. Superior Court, (2007) 157 Cal.App.4th 469
Thorpe v. Long Beach Community College District, (2000) 83 Cal.App.4th. 655
Kunec v. Brea Redevelopment Agency (1997) 55 Cal.App. 4th 511

ATTORNEY GENERAL OPINIONS

92 Ops.Cal.Atty.Gen. 26 (2009)
92 Ops.Cal.Atty.Gen. 19 (2009)



Santa Ana Unified School District

BOARD BYLAW NO: 9270

SUBJECT: **Conflict of Interest Code**

CATEGORY: Board Bylaws

EFFECTIVE:

RESPONSIBLE OFFICE(S): Office of the Superintendent

REVIEWED: 11/15/2016

89 Ops.Cal.Atty.Gen. 217 (2006)

86 Ops.Cal.Atty.Gen 138(2003)

85 Ops.Cal.Atty.Gen 60(2002)

82 Ops.Cal.Atty.Gen. 83 (1999)

81 Ops.Cal.Atty.Gen. 327 (1998)

80 Ops.Cal.Atty.Gen. 320 (1997)

69 Ops.Cal.Atty.Gen. 255 (1986)

68 Ops.Cal.Atty.Gen. 171 (1985)

65 Ops.Cal.Atty.Gen. 606 (1982)

63 Ops.Cal.Atty.Gen. 868 (1980)

Adopted: (1-86 8-94 8-95 12-95 10-00 5-03) 2-05

Santa Ana, CA



Santa Ana Unified School District

BOARD BYLAW NO: 9270

SUBJECT: **Conflict of Interest**

CATEGORY: Board Bylaws

EFFECTIVE:

RESPONSIBLE OFFICE(S): Office of the Superintendent

REVIEWED: 11/15/2016

SCOPE:

The Governing Board desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the district and the public. Accordingly, no Board member, district employee, or other person in a designated position shall participate in the making of any decision for the district when the decision will or may be affected by his/her financial, family, or other personal interest or consideration.

(cf. 9005 - Governance Standards)

Even if a prohibited conflict of interest does not exist, a Board member shall abstain from voting on personnel matters that uniquely affect his/her relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which his/her relative belongs. Relative means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.

The Board shall adopt for the district a conflict of interest code that incorporates the provisions of 2 CCR 18730 by reference, specifies the district's designated positions, and provides the disclosure categories required for each position. The conflict of interest code shall be submitted to the district's code reviewing body for approval, in accordance with Government Code 87303 and within the deadline for submission established by the code reviewing body. (Government Code 87303)

Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code and submit any changes to the code reviewing body or, if no change is required, the Board shall submit a written statement to that effect. (Government Code 87306.5)

When a change in the district's conflict of interest code is necessitated by changed circumstances, such as the creation of new designated positions, changes to the duties assigned to existing positions, amendments, or revisions, the amended code shall be submitted to the code reviewing body within 90 days after the changed circumstances necessitating the amendments have become apparent. (Government Code 87306)

When reviewing and preparing the district's conflict of interest codes, the Superintendent or designee shall provide officers, employees, consultants, and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

(cf. 9320 - Meetings and Notices)



Santa Ana Unified School District

BOARD BYLAW NO: 9270

SUBJECT: **Conflict of Interest Code**

CATEGORY: Board Bylaws

EFFECTIVE:

RESPONSIBLE OFFICE(S): Office of the Superintendent

REVIEWED: 11/15/2016

Board members and designated employees shall annually file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories specified in the district's conflict of interest code. A Board member who leaves office or a designated employee who leaves district employment shall, within 30 days, file a revised statement covering the period of time between the closing date of the last required statement and the date of leaving office or district employment. (Government Code 87302, 87302.6)

(cf. 4117.2/4217.2/4317.2 - Resignation)

(cf. 9222 - Resignation)

POLICY:

Conflict of Interest under the Political Reform Act

A Board member, designated employee, or other person in a designated position shall not make, participate in making, or in any way use or attempt to use his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has a disqualifying conflict of interest. A disqualifying conflict of interest exists if the decision will have a "reasonably foreseeable material financial effect," which is distinguishable from the effect on the public generally, on the Board member, designated employee, or other person in a designated position, his/her immediate family, or any financial interest described in 2 CCR 18700. (Government Code 87100, 87101, 87103; 2 CCR 18700-18709)

A Board member, designated employee, or other person in a designated position makes a governmental decision when he/she, acting within the authority of his/her office or position, authorizes or directs any action on a matter, votes or provides information or opinion on it, contacts or appears before a district official for the purpose of affecting the decision, or takes any other action specified in 2 CCR 18704.

However, a Board member shall participate in the making of a contract in which he/she has a financial interest if his/her participation is required by the rule of necessity or legally required participation pursuant to Government Code 87101 and 2 CCR 18705.

Additional Requirements for Boards that Manage Public Investments

Any Board member who manages public investments pursuant to Government Code 87200 and who has a financial interest in a decision shall, upon identifying a conflict or potential conflict of interest and immediately prior to the consideration of the matter, do all of the following: (Government Code 87105; 2 CCR 18707)

1. Publicly identify each financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required.

2. Recuse himself/herself from discussing and voting on the matter, or otherwise acting in violation of Government Code 87100. The Board member shall not be counted toward achieving a quorum while the item is discussed.



Santa Ana Unified School District

BOARD BYLAW NO: 9270

SUBJECT: **Conflict of Interest Code**

CATEGORY: Board Bylaws

EFFECTIVE:

RESPONSIBLE OFFICE(S): Office of the Superintendent

REVIEWED: 11/15/2016

However, the Board member may speak on the issue during the time that the general public speaks on it and may leave the dais to speak from the same area as members of the public. He/she may listen to the public discussion and deliberations of the matter with members of the public.

3. Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.

If the item is on the consent calendar, the Board member must recuse himself/herself from discussing or voting on that matter, but the Board member is not required to leave the room during consideration of the consent calendar.

4. If the Board's decision is made during closed session, disclose his/her interest orally during the open session preceding the closed session. This disclosure shall be limited to a declaration that his/her recusal is because of a conflict of interest pursuant to Government Code 87100. He/she shall not be present when the item is considered in closed session and shall not knowingly obtain or review a recording or any other nonpublic information regarding the Board's decision.

(cf. 3430 - Investing)

(cf. 9321 - Closed Session Purposes and Agendas)

(cf. 9321.1 - Closed Session Actions and Reports)

DESIRED OUTCOME:

Conflict of Interest under Government Code 1090 - Financial Interest in a Contract

Board members, employees, or district consultants shall not be financially interested in any contract made by the Board on behalf of the district, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a Board member has such a financial interest in a contract made by the Board, the contract is void. (Government Code 1090)

A Board member shall not be considered to be financially interested in a contract in which he/she has only a "remote interest" as specified in Government Code 1091, if the interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member or district official to enter into the contract. (Government Code 1091)

In addition, a Board member shall not be considered to be financially interested in a contract in which his/her interest is a "noninterest" as defined in Government Code 1091.5. Noninterest includes a Board member's interest in being reimbursed for his/her actual and necessary expenses incurred in the performance of his/her official duties, in the employment of his/her spouse/registered domestic partner who has been a district employee for at least one year prior to the Board member's election or appointment, or in any other applicable circumstance specified in Government Code 1091.5

Common Law Doctrine Against Conflict of Interest

A Board member shall abstain from any official action in which his/her private or personal interest may conflict with his/her official duties.



Santa Ana Unified School District

BOARD BYLAW NO: 9270

SUBJECT: **Conflict of Interest Code**

CATEGORY: Board Bylaws

EFFECTIVE:

RESPONSIBLE OFFICE(S): Office of the Superintendent

REVIEWED: 11/15/2016

Incompatible Offices and Activities

Board members shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the district. (Government Code 1099, 1126)

(cf. 4136/4236/4336 – Non-school Employment)

Gifts

Board members and designated employees may accept gifts only under the conditions and limitations specified in Board policy, Government Code 89503 and 2 CCR 18730.

The limitations on gifts do not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays, and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

In addition, the limitation on gifts does not apply to informational materials such as books, reports, pamphlets, calendars, and periodicals. (Government Code 82028)

Gifts of travel and related lodging and subsistence shall be subject to the current gift limitations, except when: (Government Code 89506)

1. The travel is in connection with a speech given by a Board member or designated employee, provided the lodging and subsistence expenses are limited to the day immediately preceding, the day of, and the day immediately following the speech and the travel is within the United States.

2. The travel is provided by a person or agency specified in Government Code 89506, including a government, governmental agency or authority, bona fide public or private educational institution, as defined in Revenue and Taxation Code 203, or nonprofit organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code.

Gifts of travel exempted from the gift limitation, as described in items #1 and 2 above, shall nevertheless be reportable on the recipient's Statement of Economic Interest/Form 700 as required by law.

A gift of travel does not include travel provided by the district for Board members and designated employees. (Government Code 89506)

Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private conference, convention, meeting, social event, meal, or like gathering. (Government Code 89501, 89502)



Santa Ana Unified School District

BOARD BYLAW NO: 9270

SUBJECT: Conflict of Interest Code

CATEGORY: Board Bylaws

EFFECTIVE:

RESPONSIBLE OFFICE(S): Office of the Superintendent

REVIEWED: 11/15/2016

The term honorarium does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade, or profession, unless the sole or predominant activity of the business, trade, or profession is making speeches.
2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes.

IMPLEMENTATION GUIDELINES AND ASSOCIATED DOCUMENTS:

Legal Reference:

EDUCATION CODE

1006	Qualifications for holding office
35107	School district employees
35230-35240	Corrupt practices, especially:
35233	Prohibitions applicable to members of governing boards
41000-41003	Moneys received by school districts
41015	Investments

FAMILY CODE

297.5	Rights, protections, and benefits of registered domestic partners
-------	---

GOVERNMENT CODE

1090-1098	Prohibitions applicable to specified officers
1125-1129	Incompatible activities
81000-91014	Political Reform Act of 1974, especially:
82011	Code reviewing body
82019	Definition of "designated employee"
82028	Definition of "gifts"
82030	Definition of "income"
87100-87103.6	General prohibitions
87200-87210	Disclosure
87300-87313	Conflict of interest code
87500	Statements of economic interests
89501-89503	Honoraria and gifts
89506	Ethics; travel
91000-91014	Enforcement

PENAL CODE

85-88	Bribes
-------	--------

REVENUE AND TAXATION CODE

203	Taxable and exempt property - colleges
-----	--



Santa Ana Unified School District

BOARD BYLAW NO: 9270

SUBJECT: **Conflict of Interest Code**

CATEGORY: Board Bylaws

EFFECTIVE:

RESPONSIBLE OFFICE(S): Office of the Superintendent

REVIEWED: 11/15/2016

CODE OF REGULATIONS, TITLE 2

18110-18997	Regulations of the Fair Political Practices Commission, especially:
18700-18707	General prohibitions
18722-18740	Disclosure of interests
18750.1-18756	Conflict of interest codes

COURT DECISIONS

McGee v. Balfour Beatty Construction, LLC, et al. (4/12/16, No. B262850)
Davis v. Fresno Unified School District (2015) 237 Cal.App.4th 261
Klistoff v. Superior Court, (2007) 157 Cal.App.4th 469
Thorpe v. Long Beach Community College District, (2000) 83 Cal.App.4th. 655
Kunec v. Brea Redevelopment Agency (1997) 55 Cal.App. 4th 511

ATTORNEY GENERAL OPINIONS

92 Ops.Cal.Atty.Gen. 26 (2009)
92 Ops.Cal.Atty.Gen. 19 (2009)
89 Ops.Cal.Atty.Gen. 217 (2006)
86 Ops.Cal.Atty.Gen 138(2003)
85 Ops.Cal.Atty.Gen 60(2002)
82 Ops.Cal.Atty.Gen. 83 (1999)
81 Ops.Cal.Atty.Gen. 327 (1998)
80 Ops.Cal.Atty.Gen. 320 (1997)
69 Ops.Cal.Atty.Gen. 255 (1986)
68 Ops.Cal.Atty.Gen. 171 (1985)
65 Ops.Cal.Atty.Gen. 606 (1982)
63 Ops.Cal.Atty.Gen. 868 (1980)

Adopted: (1-86 8-94 8-95 12-95 10-00 5-03) 2-05

Santa Ana, CA