

*Santa Ana Unified School District
Board of Education*

Board Meeting Agenda

**Tuesday, June 12, 2012
6:00 p.m.**

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



**José Alfredo Hernández, J.D.
Vice President**

**Rob Richardson
President**

**Thelma Meléndez, Ph.D.
Secretary/
Superintendent**

**John Palacio
Member**

**Audrey Yamagata-Noji, Ph.D.
Clerk**

**Roman A. Reyna
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

The Santa Ana Unified School District is dedicated to high academic achievement, in a scholarly and supportive environment, ensuring that all students are prepared to accomplish their goals in life.

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 roles 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 are provided to the Board of Education that includes 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 Information 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 Secretary of the Board. The *Request to Address the Board of Education* cards are located on the table in the foyer.

Televised Meeting Schedule

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

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

BOARD OF EDUCATION
REGULAR MEETING

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

Tuesday
June 12, 2012
6:00 PM

AGENDA

CALL TO ORDER

4:30 P.M. RECESS TO CLOSED SESSION

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

RECONVENE REGULAR MEETING

6:00 P.M. MEETING

PLEDGE OF ALLEGIANCE

ANNOUNCEMENT

SUPERINTENDENT'S REPORT

- Announcements/Awards Received

RECOGNITION

Classified Employee of the Month for June 2012, Guadalupe Hernandez

PUBLIC HEARING

- Assembly Bill 602 Annual Budget and Service Plans for 2012-13 School Year
- Plans to Use Flexibility Provision and Identify any Program Proposed to be Closed for Tier III Categorical Programs and Funds for 2012-13 Fiscal Year
- California School Employees Association, Chapter 41, Initial Bargaining Proposal to Re-open Collective Bargaining Agreement with Santa Ana Unified School District for 2012-13 School Year

PUBLIC PRESENTATIONS (Pursuant to Government Code 54954.3)

- Individuals or groups may make presentations or bring matters to the Board's attention that are within the Board's subject matter jurisdiction.

1.0 APPROVAL OF CONSENT CALENDAR

- 1.1 Approval of Minutes of Regular Board Meeting - May 22, 2012
- 1.2 License Agreement Extension Renewal for DataDirector Software with Riverside Publishing
- 1.3 Authorization to Renew Subscriptions for Accelerated Reader and STAR Reading with Renaissance Learning, Inc.
- 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 Head Start Self Assessment Corrective Action Plan for 2011-12 Program Year
- 1.6 Approval of First Amendment to Agreement No. FCI-SD-22 with Children and Families Commission of Orange County for 2011-12 Program Year
- 1.7 Approval of Expulsion of Students for Violation of California Education Code Sections 48900, 48900.2, 48900.3, 48900.4, 48900.7, and/or 48915(c) According to Board Policy 5144.1
- 1.8 Approval of California High School Exit Exam Waiver for Students with Disabilities
- 1.9 Approval of Payment and Reimbursement of Costs Incurred for Designated Instructional Services for Students with Disabilities for 2011-12 School Year
- 1.10 Approval of Student Field Placement Agreement with California State University Long Beach, School of Psychology for 2012-13 School Year
- 1.11 Approval of Contract with Paradigm Healthcare Services for Invoicing Reimbursement for Medi-Cal and Medi-Cal Administrative Activities Programs
- 1.12 Ratification of Agreement with Orange County Superintendent of Schools for Training in Positive Behavioral Intervention and Supports and Violence Prevention Education Services for 2011-12 School Year
- 1.13 Ratification of Approval of Second Amendment to Memorandum of Understanding Between City of Santa Ana and Santa Ana Unified School District Regarding District Chief of School Police Services
- 1.14 Ratification of Purchase Order Summary and Listing of Orders \$25,000 and Over for Period of May 9, 2012, Through May 22, 2012

- 1.15 Ratification of Expenditure Summary and Warrant Listing for Period of May 9, 2012, Through May 22, 2012
- 1.16 Approval and/or Ratification of Agreements for Period of May 9, 2012, Through May 22, 2012
- 1.17 Authorization to Utilize California Multiple Award Schedule Contract No. 4-08-00-0054C for Purchase of Carpeting Districtwide for Fiscal Year 2012-13 with Tandus Flooring, Inc.
- 1.18 Authorization to Obtain Bids for Repair, Removal, and Replacement of Flooring Districtwide
- 1.19 Authorization to Award Contract for Replacement and Repair of Asphalt at Washington Elementary School
- 1.20 Acceptance of Completion of Contract for Bid Package No. 12 Electrical at Willard Intermediate School Under Modernization Program
- 1.21 Approval of Deductive Change Order No. 1 for Bid Package No. 2-2 Asphalt Paving and Striping at Century High School Under Overcrowding Relief Grant Program
- 1.22 Approval of Deductive Change Order No. 1 for Bid Package No. 3-1 Structural Concrete and Reinforcing at Century High School Under Overcrowding Relief Grant Program

Items removed from Consent Calendar for discussion and separate action:

REGULAR AGENDA - ACTION ITEMS

- 2.0 Acceptance of Gifts in Accordance with Board Policy 3290 – Gifts, Grants, and Bequests
- 3.0 Board Policy and Administrative Regulation 6163.4 – Student Use of Technology (Revised: For Adoption and Implementation)
- 4.0 Board Policy 5145.4 - Anti-Bullying (New: First Reading)
- 5.0 Adoption of Assembly Bill 602 Annual Budget and Service Plans for 2012-13 School Year
- 6.0 Approval of Consultant Agreement with Orange County Department of Education/Safe Schools and Support Services for Mental Health and Gang Prevention/Intervention Services at Targeted Intermediate and High Schools

- 7.0 Adoption of Resolution No. 11/12-2924 – Use Flexibility Provision and Identify any Program Proposed to be Closed for Tier III Categorical Programs and Funds for 2012-13 Fiscal Year
- 8.0 Authorization to Utilize Santa Clarita Valley School Food Services Agency Contract with Gold Star Foods
- 9.0 Authorization to Utilize Pomona Unified School District Super Commodity Cooperative Contract for United States Department of Agriculture Commodity Distribution
- 10.0 Authorization to Renew Contracts Awarded Through Request for Proposals or Bid for 2012-13 Fiscal Year
- 11.0 Adoption of Resolution No. 11/12-2922 – Authorizing Levy of Special Taxes within Community Facilities District No. 2004-1 of Santa Ana Unified School District (Central Park Project) for Fiscal Year 2012-13
- 12.0 Approval to Advertise for Membership to Bond Oversight Committee
- 13.0 Authorization to Award Contract for Bid Package No. 4.1 Site Improvements at Edison Elementary School Under Overcrowding Relief Grant Program
- 14.0 Authorization to Award Contract to Silver Creek Industries, Inc., for Purchase of Relocatable Classrooms at Santiago Elementary School
- 15.0 Approval of Declaration of Need for Fully Qualified Educators for 2012-13 School Year
- 16.0 Approval of Collective Bargaining Agreement with California School Employees Association, Chapter 41, for 2011-12 School Year
- 17.0 Approval of California School Employees Association, Chapter 41, Initial Bargaining Proposal to Re-open Collective Bargaining Agreement with Santa Ana Unified School District for 2012-13 School Year
- 18.0 Approval of New Job Description, Coordinator - Special Projects
- 19.0 Approval of Personnel Calendar
- 20.0 Adoption of Resolution No. 11/12-2925 – Order of Biennial Trustee Election and Specification of Election Order
- 21.0 Adoption of Resolution No. 11/12-2926 – Campaign Contribution Limits
- 22.0 Adoption of Resolution No. 11/12-2927 - Certification of Board Member's Absence from Board Meeting

- 23.0 Adoption of Resolution No. 11/12-2928 – Acknowledging William H. Habermehl for Exemplary Service to Santa Ana Unified School District
- 24.0 Board and Staff Reports/Activities

RECESS TO CLOSED SESSION

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

CLOSED SESSION AGENDA

- A. With respect to every item of business to be discussed in Closed Session pursuant to Education Code Sections 35146 and 48918:

STUDENT EXPULSIONS AND DISCIPLINE ISSUES

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

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

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

- D. With respect to every item of business to be discussed in Closed Session pursuant to Government Code Section 54947.6:

CONFERENCE WITH LABOR NEGOTIATOR: SAEA, CSEA, CWA
Bargaining Units
Mr. Juan Lopez,
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

ADJOURNMENT

FUTURE MEETING - The next Regular Meeting of the Board of Education will be held on Tuesday, June 26, 2012, at 6:00 p.m.

AGENDA ITEM BACKUP SHEET
June 12, 2012

Board Meeting

TITLE: Classified Employee of the Month for June 2012, Guadalupe Hernandez

ITEM: Recognition

SUBMITTED BY: Chad Hammitt, Assistant Superintendent, Personnel Services

PREPARED BY: Chad Hammitt, Assistant Superintendent, Personnel Services

BACKGROUND INFORMATION:

The purpose of this agenda item is to recognize the Classified Employee of the Month for June 2012.

RATIONALE:

A selection committee, consisting of classified employees, has reviewed nominees and selected the Classified Employee of the Month for June 2012. The members have selected Guadalupe Hernandez, Instructional Assistant, Severely Disabled at Mitchell Child Development Center.

FUNDING:

Not Applicable

RECOMMENDATION:

Recognize Guadalupe Hernandez as Classified Employee of the Month for June 2012.



AGENDA ITEM BACKUP SHEET
June 12, 2012

Board Meeting

TITLE: Assembly Bill 602 Annual Budget and Service Plans for 2012-13
School Year

ITEM: Public Hearing

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 request that the Board conduct a public hearing on the Annual Budget and Service Plans. The California Department of Education has recently directed that these Plans be adopted prospectively, by June 30, 2012, for the upcoming 2012-13 school year.

Assembly Bill (AB) 602, Chapter 654, Statutes of 1997, added requirements to Special Education Local Plan Area (SELPA) governance and public participation. AB 602 requires SELPAs to submit an Annual Service Plan to the California Department of Education. This plan needs to be adopted at a public hearing by the governing board of each SELPA.

RATIONALE:

Education Code Section 56205 requires these plans identify expected expenditures and include a description and the physical location of the services. The plan should demonstrate that individuals with disabilities have access to services and instruction appropriate to meet their needs as specified in their Individualized Education Programs (IEPs).

FUNDING:

Not Applicable

RECOMMENDATION:

Conduct a public hearing related to Assembly Bill 602 Annual Budget and Service Plans for the 2012-13 school year.

**Santa Ana Unified School District Special Education
Local Plan Area (SELPA)**

NOTICE OF PUBLIC HEARING

**Pursuant to Education Code Sections 56205 (b)(1) and 56205(6)(2), the
Santa Ana Unified School District Board of Education Hereby Gives Notice
that a Public Hearing will be held as follows:**

TOPIC OF HEARING:

Annual Budget and Service Plans for 2012-13

Copies of these Plans may be inspected at:

**Office of Doreen Lohnes, Assistant Superintendent, Support Services
Santa Ana Unified School District Office, Room 216
1601 East Chestnut Street
Santa Ana, California 92701**

**After the Public Hearing, the Santa Ana Unified School District Board of
Education will adopt the 2012-13 Annual Budget and Service Plans**

HEARING DATE: Tuesday, June 12, 2012

TIME: Approximately 6:00 P.M.

**LOCATION: Santa Ana Unified School District Office
Board Room, 1st Floor
1601 East Chestnut Street
Santa Ana, California 92701**

FOR ADDITIONAL INFORMATION CONTACT:

**Mrs. Doreen Lohnes
Assistant Superintendent
Santa Ana Unified School District SELPA (714) 558-5832**

**Plan del Área Local de Educación Especial (SELPA)
del Distrito Escolar Unificado de Santa Ana**

Aviso de Audiencia Pública

De conformidad con las Secciones 56205 (b)(1) y 56205 (b)(2) del Código Educativo, la Mesa Directiva del Distrito Escolar Unificado de Santa Ana llevará a cabo una Audiencia Pública con respecto a:

TEMA DE LA AUDIENCIA:

**Plan de Servicio Anual y Plan de Presupuesto Anual
Para el año 2012-2013**

Se pueden inspeccionar los duplicados de estos Planes en:

**Oficina de Servicios de Apoyo
Distrito Escolar Unificado de Santa Ana, Salón 216
1601 East Chestnut Avenue
Santa Ana, California 92701**

Después de la Audiencia Pública el la Mesa Directiva del Distrito Escolar Unificado de Santa Ana adoptará el Plan de Servicio Anual y el Plan de Presupuesto Anual para el año 2012-2013

Fecha de la Audiencia: martes, 12 de junio del 2012

Hora: Aproximadamente 6:00 P.M.

Lugar: Distrito Escolar Unificado de Santa Ana
Salón de la Mesa Directiva, 1^{er} piso
1601 East Chestnut Avenue
Santa Ana, California 92701

PARA MAYOR INFORMACIÓN, FAVOR DE COMUNICARSE CON:

**Sra. Doreen Lohnes
Asistente de Superintendente
SELPA del Distrito Escolar Unificado de Santa Ana
(714) 558-5832**

AGENDA ITEM BACKUP SHEET
June 12, 2012

Board Meeting

TITLE: Plans to Use Flexibility Provision and Identify any Program Proposed to be Closed for Tier III Categorical Programs and Funds for 2012-13 Fiscal Year

ITEM: Public Hearing

SUBMITTED BY: Michael P. Bishop, Sr., CBO, Deputy Superintendent, Operations

PREPARED BY: Swandayani Singgih, Director, Budget

BACKGROUND INFORMATION:

The purpose of this agenda item is to conduct a public hearing to discuss utilization of the flexibility provision as approved by the State budget education finance trailer bills, SBX 3-4 (Chapter 12/2009) and Senate Bill 70 (Chapter 7/2011), and to identify any program that is proposed to be closed.

RATIONALE:

Public Hearing Relating to the Use of 2012-13 Tier III State Categorical Funds Education Code §42605 grants districts flexibility in Tier III categorical programs and authorizes districts to use these funds for any educational purpose. For the 2008-09 fiscal year through the 2014-15 fiscal year, inclusive, local educational agencies that use the flexibility provision of this section shall be deemed to be in compliance with the program and funding requirements contained in statutory, regulatory and provisional language. As a condition of receipt of the funds, the governing board is required, at a regularly scheduled open public hearing held prior to and independent of a meeting where the governing board of the district adopts the annual budget, to take testimony from the public, identify any program that is proposed to be closed, discuss, approve or disapprove the proposed use of funding, and make explicit the purposes for which the funding will be used.

Proposed use of 2012-13 Tier III State Categorical Funds consider approval of the proposed uses of the 2012-13 Tier III State Categorical Funds as identified on the attached list.

Total used for program:	\$28,484,330.48
Total used flexibly:	<u>\$14,028,521.20</u>
Grand total:	<u>\$42,512,851.68</u>

FUNDING:

Not Applicable

RECOMMENDATION:

Conduct a public hearing concerning plans to use the flexibility provision and identify any program that is proposed to be closed for Tier III categorical and funds for 2012-13 fiscal year.

MB:mm

A handwritten signature in black ink, appearing to be the initials 'MB', enclosed within a hand-drawn circle.

**SANTA ANA UNIFIED SCHOOL DISTRICT
2012-13 CATEGORICAL FLEXIBILITY
PROGRAMS AND FUNDS**

The following Tier III programs are proposed to be closed (flexed) meaning the activities of each of these programs are now considered unrestricted. Tier III flexibility provisions allow funds be utilized to pay for purposes specifically noted below and/or (1) To pay any other educational purposes as specified by the Board/District or (2) To mitigate the need for additional budget reductions:

Program	2012-13 Est. Amt	All program funds used as intended by program guidelines	Portion of program funds used as intended by program guidelines	All program funds projected to be used flexibly for any educational purpose
Deferred Maintenance Apportionment/Routine Repair & Maintenance	15,418,646.09	15,418,646.09		
Supplemental Hours (Note: These funds are already classified as unrestricted but by State definition is considered a Tier III program)	\$ 4,048,172.00		\$ 1,500,000.00	\$ 2,548,172.00
Regional Occupational Centers and Programs (ROCP)	3,340,171.00	3,340,171.00		
Instructional Materials Realignment, IMFRP (AB 1781)	3,007,834.00		1,007,834.00	2,000,000.00
Professional Development Block Grant	2,633,640.00			2,633,640.00
Supplemental School Counseling Program	1,338,511.00			1,338,511.00
Community Day Schools	1,247,388.59	1,247,388.59		
Pupil Retention Block Grant	1,086,368.00			1,086,368.00
School and Library Improvement Block Grant	3,599,742.00	3,599,742.00		
			Note: In addition, the District contributes approximately \$2.7M in unrestricted dollars to fund Site Clerk, Library Media Technician, and School Office Assistant positions.	
Community Based English Tutoring	847,413.00			847,413.00
Class Size Reduction Grade Nine (Grade 9)	842,092.00			842,092.00
Cal-SAFE Academic and Supportive Services	780,054.00	780,054.00		
Cal-SAFE Child Care and Development Services				
Arts and Music Block Grant	744,562.00	744,562.00		
			Note: In addition to these funds, the District contributes approximately \$1.3M in unrestricted dollars to fully fund music programs.	
Teacher Credentialing Block Grant	609,887.00			609,887.00
California High School Exit Exam (CAHSEE) Intensive Instruction & Services	539,824.00	539,824.00		
Physical Education Teacher Incentive Grants	469,621.00			469,621.00
Targeted Instructional Improvement Block Grant	407,328.00			407,328.00
Gifted and Talented Education (GATE)	352,914.00		241,372.80	111,541.20
School Safety & Violence Prevention, Grades 8-12	318,395.00			318,395.00
Staff Development Mathematics and Reading (SB 472)	210,437.00			210,437.00
Math & Reading EL	206,424.00			206,424.00
California Peer Assistance & Review Program for Teachers (PAR)	203,549.00		31,194.00	172,355.00
Certificated Staff Mentoring Program	147,780.00			147,780.00
Staff Development Administrator Training	38,794.00			38,794.00
Oral Health Assessments	33,822.00			33,822.00
National Board Certification Teacher Incentive Grant	33,542.00	33,542.00		
Adult Education	5,941.00			5,941.00
High Priority Schools: Corrective Action (SAIT)	*			
High Priority Schools Grant Program (HPSGP)	*			
Education Technology CTAP, SETS, & Supplemental Grants	*			
GRAND TOTAL	\$ 42,512,851.68	\$ 25,703,929.68	\$ 2,780,400.80	\$ 14,028,521.20

AGENDA ITEM BACKUP SHEET

June 12, 2012

Board Meeting

TITLE: California School Employees Association, Chapter 41, Initial Bargaining Proposal to Re-open Collective Bargaining Agreement with Santa Ana Unified School District for 2012-13 School Year

ITEM: Public Hearing

SUBMITTED BY: Juan M. López, Associate Superintendent, Human Resources

PREPARED BY: Juan M. López, Associate Superintendent, Human Resources

BACKGROUND INFORMATION:

The purpose of this agenda item is to conduct a public hearing on the California School Employees Association, Chapter 41, Initial Bargaining Proposal to re-open the Collective Bargaining Agreement with the Santa Ana Unified School District for the 2012-13 school year in accordance with Government Code Section 3547.

RATIONALE:

Under provision of the Government Code referenced above, the proposal must be “sunshined” for public comment at a Board of Education meeting.

FUNDING:

Not Applicable

RECOMMENDATION:

Conduct the public hearing on the California School Employees Association, Chapter 41, Initial Bargaining Proposal to re-open the Collective Bargaining Agreement with the Santa Ana Unified School District's for the 2012-13 school year.


JML:nr

Initial Reopeners Proposal of
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
Santa Ana Chapter 41
April 18, 2012

Article 4 WAGES AND WAGE PROVISIONS

4.1.6 For 2012/2103 the parties agree to maintain the existing 2011/2012 classified bargaining unit salary schedule. [Maintain status quo]

4.1.6.1 In the event the Base-Revenue-Limit [BRL] for fiscal 2012/13 is higher than the BRL for fiscal 2011/2012, the parties shall reopen negotiations for the purposes of negotiating increases to the classified salary schedule.

Article 11 EMPLOYEE BENEFITS

11.1.1 Effective July 1, 2012, the District will pay all premium increases and maintain all existing plan designs.

Article 5 SAFETY CONDITIONS

5.1.2.1 Emergency Procedures shall be established to address unforeseen incidents that impact the work day and/or safety of unit members (i.e. Earthquake preparedness, bomb threats, fires, flooding, no electrical power, no A/C).

Article 7 ABSENCES/LEAVES

7.1.2 Include additional people to the "Member(s) of the immediate family" – father and mother-in-law, brothers and sisters-in-law, nephews and nieces.

Article 18 MANAGEMENT RIGHTS

18.3.2 To restore CSEA's statutory right to negotiate the choice and administration of all employee health and benefit plans.

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

MINUTES

REGULAR MEETING
SANTA ANA BOARD OF EDUCATION

May 22, 2012

CALL TO ORDER

The meeting was called to order at 5:15 p.m. by President Richardson. Other members in attendance were Mr. Hernández, Mr. Palacio and Mr. Reyna. Dr. Audrey Yamagata-Noji was absent.

Cabinet members present were Dr. Meléndez de Santa Ana, Dr. Olsky, Mr. Bishop, Mr. Lopez, Mr. Mendez, Ms. Lohnes, Mr. Dixon, Ms. Miller, and Mr. Hammitt.

CLOSED SESSION PRESENTATIONS

Mr. Richardson 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 on matters of Closed Session.

RECESS TO CLOSED SESSION

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

RECONVENE OPEN MEETING

The Regular Board meeting reconvened at 6:20 p.m.

PLEDGE OF ALLEGIANCE

The meeting was opened with the Pledge of Allegiance led by Mr. Reyna.

SUPERINTENDENT'S REPORT

Dr. Meléndez greeted all present.

Dr. Meléndez stated that in an effort to reduce the cost of transportation, the District is considering a change in the bell schedule next year. This could save the District more than \$1.5 million per year. Over the past two weeks, the District held parent meetings at intermediate school sites to present information and seek feedback. Once all the feedback has been received, staff will be making a recommendation for the Board's consideration at the June 12th Board meeting. The preliminary recommendation is to explore the changes at schools where the District can achieve costs savings.

Dr. Meléndez recognized the SAUSD schools that have achieved State and national designations this year. Six schools received the Title I Academic Achievement Award from the California Department of Education. The 2012 recipients are: Monroe Elementary, Betty Tamara-Rios, Principal, API Score 839; Muir Fundamental, Donna Kertman, Principal, API Score 894; Thorpe Fundamental, Linda Bell, Principal, API Score 901; Harvey Elementary, Robert McDonald, Principal, API Score 850; Romero-Cruz Elementary, Edna Velado, Principal, API Score 826; and Middle College High School, Claudia Flint, Principal, API Score 889. Three schools received the 2012 California Distinguished School Award: Greenville Fundamental, Ms. Felisa Gear, Principal; Monroe Elementary Ms. Betty Tamara-Rios, Principal, and Muir Fundamental, Donna Kertman, Principal. Greenville achieved an API of 888, Monroe had an API of 839 and Muir's API was 894.

Dr. Meléndez mentioned that the Top 100 scholars of the Class of 2012 were honored for their academic achievement at the 53rd Annual Top 100 Academic Achievement Recognition ceremony last week. The program identified the Top 100 Students with the highest grade point average earned in grades 10 through the first semester of grade 12, and the greatest number of units taken from the approved University of California A-G list. These students serve as wonderful role models for all students in the Santa Ana Unified School District. Their achievements honor the District, their families and the community.

Dr. Meléndez invited Dr. Olsky to the lectern to present this year's Simon Family Foundation Award Scholarships to: Connie Alvarez, Karen Cortez, Arely Escoto, Ponpeyo Flores, Raymond Martinez, Rafael Reyes, Julio Rodriguez, and Jennifer Sanchez.

Dr. Meléndez once again congratulated the Century High School Architecture, Construction and Engineering Team. The ACE Team were one of only three National Finalists to compete in the 6th annual CIRT-ACE Design Competition in Washington D.C. with their "California Air and Space Museum" entry. They placed first in the "History Museum" category and third overall for their entire entry. The Century team is the first of the LA/OC chapter affiliates to reach the finals in DC. The team also had the opportunity to participate in a local ACE competition in Los Angeles on May 12th.

In celebration of School Nurses' Week, Dr. Meléndez called up Gayle McLean, Diane Rey, Collette Bywater, and Pam Campbell and recognized them as part of the team of school nurses who compassionately take care of more than 56,000 students each day, and whose knowledge and expertise allow students and staff to focus on learning.

Dr. Meléndez was very excited to announce that the Valley High School Culinary Arts students won the National Cooking Up Change competition in Washington, D.C. The team consisted of Alex Hernandez, Ashley Blanco and Ivan Lopez led by instructor Monica Aguilar. They met with Arne Duncan of the Department of Education and spoke to Congress. They also were interviewed by Brian Williams of NBC on their National News program.

Dr. Meléndez concluded by announcing several upcoming events: The annual Retiree Recognition Dinner and Ceremony on Thursday, May 31st at the Delhi Center; Target and Heart of America Foundation will be unveiling the new state-of-the-art library at Roosevelt Elementary School on Friday, June 1st; Guaranty Chevrolet will be giving away a new car to one lucky student who has maintained perfect attendance for the 2011-2012 school year, the drawing will take place on Saturday, June 2nd; Lastly, Deloitte and Touche selected Pio Pico Elementary and they will complete a mural project, upgrade school office space and the staff lounge, provide a mobile health unit for the community, and beautify the campus with enhanced landscape. The event takes place Friday, June 8th.

RECOGNITION

Longevity Recognition for Employees Who Have Served Santa Ana Unified School District for 25, 30, 35, and 40 Years

Mr. Lopez, Associate Superintendent, Human Resources, and Mr. Chad Hammitt, Assistant Superintendent, Personnel Services, recognized employees present.

Board President Richardson announced a 15 minute intermission to participate in the Longevity Ceremony.

RECONVENE OPEN MEETING

CHANGE IN ORDER OF AGENDA

PUBLIC PRESENTATIONS

Board President Richardson asked those wishing to address the Board on matters related to agenda items to step to the lectern. Ms. Candace Chromy from the Heritage Museum of Orange County shared the OCDE Award received and invited the Board to the Heritage Music and Art Festival on Saturday, June 2nd; Ms. Teresa Cuin and Ms. Manuela Lopez, Roosevelt Elementary parents addressed the Board by thanking them for their support and approving the open school yard project; Ms. Valerie Armstrong, teacher addressed the Board with concerns with the potential change to the instructional bell schedule for intermediate schools; Mr. Jerry Cazales from Toyama After School Program announced their free summer program offered to kids in the community to help fight youth violence.

PRESENTATIONS

Certification of Third Interim Financial Status (Qualified)

Mr. Michael P. Bishop, Sr., CBO, Deputy Superintendent, Operations, provided an overview of the magnitude of recent State Budget reductions and information if the District is unable to meet its financial obligations through the remainder of this fiscal year or for the subsequent.

CHANGE IN ORDER OF AGENDA

Mr. Richardson received consensus to take action on Agenda Item 5.0 related to this presentation.

5.0 Certification of third Interim Financial Status (Qualified)

It was moved by Mr. Palacio, seconded by Mr. Reyna, and carried 3-0 Mr. Hernández not present, to certify the District financial status as "qualified".

1.0 APPROVAL OF CONSENT CALENDAR

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

1.10, No. 13, Approval and/or Ratification of Agreements for Period of April 25, 2012, through May 8, 2012

It was moved by Mr. Reyna, seconded by Mr. Richardson, and carried 4-0 to approve the remaining items on the Consent Calendar, as follows:

1.1 Approval of Minutes of Regular Board Meeting - May 22, 2012

1.2 Approval of Head Start Policy Committee Bylaws

- 1.3 Approval of Extended Field Trips in Accordance with Board Policy (BP) 6153 - School-Sponsored Trips and Administrative Regulation (AR) 6153.1 - Extended School-Sponsored Trips
- 1.4 Approval of Submission of Carl D. Perkins Career and Technical Education Improvement Act of 2006 Application for Funding for 2012-13 School Year
- 1.5 Approval of Expulsion of Students for Violation of California Education Code Sections 48900, 48900.2, 48900.3, 48900.4, 48900.7, and/or 48915(c) According to Board Policy 5144.1

316409 - McFadden Intermediate

For the violation of Education Code Section 48900, paragraph c, that the Board expel the student from the schools of the District, and that the student may apply for readmission on or after June 14, 2012.

368035 - Segerstrom High School

For the violation of Education Code Section 48900, paragraph c, that the Board expel the student from the schools of the District, and that the student may apply for readmission on or after May 22, 2013.

169959- Segerstrom High School

For the violation of Education Code Section 48900, paragraph c, that the Board expel the student from the schools of the District, and that the student may apply for readmission on or after May 22, 2013.

335220 - Spurgeon Intermediate

For the violation of Education Code Section 48900, paragraph a and b, that the Board expel the student from the schools of the District, and that the student may apply for readmission on or after January 25, 2013.

403643 - Willard Intermediate

For the violation of Education Code Section 48900, paragraph a and .4, that the Board expel the student from the schools of the District for the Spring semester, 2011-12 school year and that the expulsion order be suspended for only the fall semester, 2012-13 school year, and that the student be permitted to return to a District school/program on a probationary status during that time period.

- 1.6 Approval of Facilities Use Agreement with St. Joseph Hospital of Orange
- 1.7 Approval of Submission of 2012 Edward Byrne Memorial Justice Assistance Grant Program
- 1.8 Ratification of Purchase Order Summary and Listing of Orders \$25,000 and Over for Period of April 25, 2012, Through May 8, 2012
- 1.9 Ratification of Expenditure Summary and Warrant Listing for Period of April 25, 2012, Through May 8, 2012

ITEM 1.10, No. 13 REMOVED FROM CONSENT CALENDAR FOR DISCUSSION AND SEPARATE ACTION:

- 1.10 Approval and/or Ratification of Agreements for Period of April 25, 2012, Through May 8, 2012
- 1.11 Approval of Disposal of Obsolete Library Books and/or Textbooks

- 1.12 Approval of Disposal of Obsolete Unrepairable Computer Equipment, Miscellaneous Furniture, and Equipment
- 1.13 Approval of Annual Membership for Asian Pacific Islander School Board Members Association
- 1.14 Authorization to Obtain Request for Proposals for Relocation Services for Offices at Ritchey Regional Occupational Program Site
- 1.15 Approval of Rejection of Government Code §910 and §910.2 Claim Against Santa Ana Unified School District - File No. 12-02705 DP
- 1.16 Authorization to Award Contract for Replacement of Fencing at Valley High School
- 1.17 Acceptance of Completion of Contract for Bid Package No. ORG - 3 Classroom Buildings and Site Work at Davis Elementary School Under Overcrowding Relief Grant Program
- 1.18 Acceptance of Completion of Contract for Bid Package No. 2-1 Site Clearing, Demolition, and Earthwork at Century High School Under Overcrowding Relief Grant Program
- 1.19 Acceptance of Completion of Contract for Bid Package No. 2-3 Landscape and Irrigation at Century High School Under Overcrowding Relief Grant Program
- 1.20 Acceptance of Completion of Contract for Bid Package No. 15-2 Plumbing at Century High School Under Overcrowding Relief Grant Program
- 1.21 Acceptance of Completion of Contract for Bid Package No. 1 General Construction at Santa Ana High School Under Overcrowding Relief Grant Program
- 1.22 Acceptance of Completion of Contract for Bid Package No. 8 Portland Cement Plaster at Santa Ana High School Under Overcrowding Relief Grant Program
- 1.23 Acceptance of Completion of Contract for Bid Package No. 9 Insulation, Gypsum Board, and Acoustical Ceilings at Santa Ana High School Under Overcrowding Relief Grant Program
- 1.24 Acceptance of Completion of Contract for Bid Package No. 11 Resilient Flooring and Carpet at Santa Ana High School Under Overcrowding Relief Grant Program

REGULAR AGENDA - ACTION ITEMS

- 2.0 ACCEPTANCE OF GIFTS IN ACCORDANCE WITH BOARD POLICY 3290 - GIFTS, GRANTS, AND BEQUESTS

It was moved by Mr. Reyna, seconded by Mr. Richardson, and carried 4-0, to accept gifts in accordance with Board policy (BP) 3290 - Gifts, Grants, and Bequests. Copy attached.

- 3.0 APPROVAL OF SUBMISSION OF PART II 2011-12 CONSOLIDATED APPLICATION FOR FUNDS TO CALIFORNIA STATE DEPARTMENT OF EDUCATION

It was moved by Mr. Richardson, seconded by Mr. Palacio, and carried 4-0, to approve for submission to the California State Department of Education the 2011-12, Consolidated Application Part II for funding categorical aid programs.

- 4.0 BOARD POLICY AND ADMINISTRATIVE REGULATION 6163.4 - STUDENT USE OF TECHNOLOGY (REVISED: FOR FIRST READING)

No action required at this time.

- 5.0 CERTIFICATION OF THIRD INTERIM FINANCIAL STATUS (QUALIFIED)

Action on this item was taken earlier in the meeting.

- 6.0 AUTHORIZATION TO AWARD CONTRACT FOR BID PACKAGE NO. 16 PHASE 2 SITE WORK AND STREET IMPROVEMENTS AT SANTA ANA HIGH SCHOOL UNDER OVERCROWDING RELIEF GRANT PROGRAM

It was moved by Mr. Hernández, seconded by Mr. Richardson, and carried 3-0, Mr. Reyna not present, to authorize staff to award a contract to Palp, Inc., dba Excel Paving Company for Bid Package No. 16 Phase 2 Site Work and Street Improvements at Santa Ana High School in the amount of \$577,190 under the Overcrowding Relief Grant Program.

- 7.0 BOARD POLICY AND ADMINISTRATIVE REGULATION 4040 - EMPLOYEE USE OF TECHNOLOGY (REVISED: FOR ADOPTION AND IMPLEMENTATION)

It was moved by Mr. Reyna, seconded by Mr. Hernández, and carried 4-0, to adopt and implement Board Policy and Administrative Regulation 4040 - Employee Use of Technology. Copy attached.

- 8.0 APPROVAL OF REVISED JOB DESCRIPTION, DIRECTOR OF PUPIL SUPPORT SERVICES

It was moved by Mr. Hernández, seconded by Mr. Palacio, and carried 4-0, to approve the revised job description of Director of Pupil Support Services to Executive Director of Pupil Support Services. Copy attached.

9.0 APPROVAL OF REVISED JOB DESCRIPTION, EXECUTIVE ASSISTANT TO DEPUTY SUPERINTENDENT

It was moved by Mr. Hernández, seconded by Mr. Palacio, and carried 4-0, to approve the revised job description of Executive Assistant to Deputy Superintendent to Executive Assistant. Copy attached.

10.0 APPROVAL OF PERSONNEL CALENDAR

It was moved by Mr. Hernández, seconded by Mr. Reyna, and carried 4-0, to approve the Personnel Calendar.

11.0 BOARD AND STAFF REPORTS/ACTIVITIES

Mr. Palacio

- Had the opportunity to observe the Kids Work, they had a nice presentation/project on how to design and sell restaurants, they did an excellent job.
- Attended the Youth Violence Conference, Mr. Reyna was a keynote speaker.
- Enjoyed the Top 100 Scholars; very well received.
- Went to the Human Relations Commission Annual Dinner with Mr. Richardson; School Police was honored for their services in the community and to education.

Mr. Reyna

- Youth Violence Prevention Summit was absolutely fantastic.
- Spoke at the ROP Dinner of Champions.
- Participated in the Health Fair at Godinez High School.
- Announced the Perfect Attendance Awards at Guaranty Chevrolet on June 2nd.

Mr. Hernández

- Attended the Guaranty Chevrolet event, it was a wonderful event.

Mr. Richardson

- This is a special time of the year - the Teacher of the Year event kicked off this season well and the Top 100 Dinner was very special; greatly appreciates Guaranty Chevrolet for their support.
- Looking forward to tomorrow afternoon/early evening Santa Ana High School NJROTC will have their passing review with Captain Todd Malloy.
- Attended the Orange County Music and Arts Educator's 2012 Awards; Santa Ana was extremely well represented.
- Was at the Orange County Human Relations Commissions Dinner where they recognized School Police.

REPORT OF ACTION TAKEN IN CLOSED SESSION

Mr. Richardson reported that the Board had taken action in Closed Session by a vote of 3-0, Mr. Hernandez not present, to approve the suspension and dismissal of permanent classified employee, as named in Closed Session, effective May 22, 2012.

Mr. Richardson reported that the Board had taken action in Closed Session by a vote of 4-0, to approve the settlement and release agreement of permanent classified employee, as named in Closed Session, effective May 22, 2012.

Mr. Richardson reported that the Board had taken action in Closed Session by a vote of 4-0, to approve the settlement agreement of permanent classified employee, as named in Closed Session, effective May 22, 2012.

Mr. Richardson reported that the Board had taken action in Closed Session by a vote of 4-0, to approve the appointment of Ryan Murray to the position of Coordinator of Special Education.

Mr. Richardson reported that the Board had taken action in Closed Session by a vote of 4-0, to approve the Workers' Compensation Stipulated Award for former certificated employee, as named in Closed Session - Claim #SUSD-006852 in the amount of \$30,130.

Mr. Richardson reported that the Board had taken action in Closed Session by a vote of 4-0, to approve the Memorandum of Understanding between Santa Ana Unified School District and Santa Ana Educator's Association.

ADJOURNMENT

There being no further business before the Board, the meeting was adjourned at 8:49 p.m.

The next Regular Meeting will be held on Tuesday, June 12, 2012, at 6:00 p.m.

ATTEST:

Dr. Thelma Meléndez de Santa Ana
Secretary
Santa Ana Board of Education

Santa Ana Unified School District
GIFTS RECOMMENDED FOR ACCEPTANCE - May 22, 2012

School:	Gift:	Amount:	Donor:	Used for:
Davis Elementary		\$2,000	Orange County Community Foundation Ms. Claudia Montesano Newport Beach	Field trip entrance fees to Santiago Oaks and SAC's Planetarium
Diamond Elementary		\$815	KEMA Services, Inc. Ms. Carolyn Nguyen Burlington, MA	Field trip expenses
Diamond Elementary		\$618	Lifetouch National School Studios Ms. Cathy Becher Eden Prairie, MN	Instructional materials and student incentives
Garfield Elementary		\$1,000	Superior Grocers, Super Center Concepts, Inc. Ms. Brenda Sarti Santa Fe Springs	Student support and enrichment, field trip expenses, and instructional supplies
Martin Elementary		\$3,222	Canaan Presbyterian Church Pastor Inn Chul Kim Santa Ana	Instructional supplies and field trip expenses
Thorpe Fundamental Elementary		\$1,030	Life Touch Ms. Cathy Becher Irvine	Library books
Walker Elementary		\$590	Lifetouch National School Studios Ms. Cathy Becher Van Wert, OH	Field trip expenses
MacArthur Fundamental Intermediate		\$3,000	Pacific Life Foundation Mr. Robert Haskell Newport Beach	Memory capacity for installation of ST Math software
Century High School		\$1,500	Ricoh Electronics Ms. Kim Klein Tustin	Academic programs

School:	Gift:	Amount:	Donor:	Used for:
Santa Ana High		\$1,000	New Hope Presbyterian Church Reverend Chineta Goodjoin Orange	Transportation expenses for band competition, instruments, and new sheet music
Visual and Performing Arts	Alto saxophone	\$750	Mr. Steve Mizera Silverado	To be used by elementary instrumental music students
May 22, 2012 donations		\$15,525		
2012 Total donations	\$284,612	\$300,137		

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.

CO:eh

SANTA ANA UNIFIED SCHOOL DISTRICT**AR 4040 (a)****All Personnel****Employee Use Of Technology****User Obligations and Responsibilities**

Employees are authorized to use the District's technology in accordance with user obligations and responsibilities specified below.

1. The employee in whose name an on-line services account is issued is responsible for its proper use at all times. Users shall keep personal account numbers, home addresses and telephone numbers private. They shall use the system only under their own account number.
2. Employees shall use the system primarily for purposes related to their employment with the District. Incidental personal use is permitted provided it does not interfere with the performance of job duties or District systems or operations. Commercial and/or political use of District technology is strictly prohibited. The District reserves the right to monitor any use of its technology, including but not limited to, on-line communications, for improper use and for maintenance and security purposes.
3. Users shall not use the system for any illegal activities or to promote unethical practices or any activity prohibited by law or District policy, or administrative regulations. (cf. 4119.25/4219.25/4319.25 - Political Activities of Employees)
4. Users shall not access, post, submit, publish, or display matter that is threatening, intimidating, obscene, vulgar, harmful to minors (as defined in 47 USC 254), disruptive, harassing, or a violation of the District's policies against discrimination and harassment. (cf. 4030 - Nondiscrimination in Employment) (cf. 4031 - Complaints Concerning Discrimination in Employment) (cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
5. Copyrighted material may not be placed on the system except with the author's permission or when otherwise in accordance with applicable copyright laws. Users may download copyrighted material for their own use only and only in accordance with copyright laws. (cf. 6162.6 - Use of Copyrighted Materials)
6. Vandalism is not permitted. Vandalism includes uploading, downloading or creating computer viruses and/or any malicious attempt to harm or destroy District equipment or materials or the data of any other user.
7. Users shall not read other users' mail or files; they shall not attempt to interfere with other users' ability to send or receive electronic mail, nor shall they attempt to read, delete, copy, modify or forge other users' mail.
8. Users are encouraged to keep messages brief.

AR 4040 (b)

9. Users shall report any security problem or misuse of the network to the Superintendent or designee. (cf. 6163.4 - Student Use of Technology)
10. Any on-line resources developed or used by a District employee using District technology shall be subject to rules and guidelines established for District on-line publishing activities including, but not limited to, copyright laws, privacy rights, and prohibitions against obscene, libelous, and slanderous content. The District retains the right to delete material on any such on-line communications. (cf.1113-District and School Web Sites)
11. Employees are reminded that if they choose to grant students access to their social media site(s), the site(s) should be professional and appropriate for students. It is suggested that employees maintain a separate social media presence for their personal use as opposed to any social media presence they have for school- or student-related purposes.
12. Employees shall not direct students to sign up for Internet services, such as e-mail accounts, without District authorization. Written permission from the parent/guardian shall be required in a form prescribed by the District.
13. Any employee who uses a District cell phone or mobile communications device (or a personal device during work time) in violation of law, Board policy, or administrative regulation shall be subject to discipline and may be referred to law enforcement officials as appropriate. Driving while using a cell phone without a hands-free device is unlawful.(cf.3513.1 - Cellular phone reimbursement) (cf.3542 - School bus drivers)
14. Employees shall use District technology responsibly. For example, employees shall not:
 - modify or attempt to repair District computers or other hardware without prior authorization;
 - connect any personal device in the network such as a wireless access point, router or hub, etc.;
 - use web based proxies/anonymizers or software that attempts to make on-line activity on the Internet untraceable;
 - employ, either directly or by implication, a false identity when using an account or other electronic resource; or
 - distribute, post, or otherwise make available to those without authority any confidential or private information.

SANTA ANA UNIFIED SCHOOL DISTRICT**BP 4040 (a)****All Personnel****Employee Use Of Technology**

The Governing Board recognizes that technology can enhance employee performance by improving access to and exchange of information, offering effective tools to assist in providing a quality instructional program, and facilitating operations. The Board expects all employees to learn to use the available electronic resources that will assist them in their jobs. As needed, staff shall receive training in the appropriate use of these resources. (cf. 0440 - District Technology Plan) (cf. 4032 - Reasonable Accommodation) (cf. 4131 - Staff Development) (cf. 4231 - Staff Development) (cf. 4331 - Staff Development)

Employees shall be responsible for the appropriate use of technology and shall use the District's electronic resources primarily for purposes related to their employment. Incidental personal use of District technology shall not interfere with job duties or District operations. Use of District technology is a privilege which may be revoked at any time. (cf. 4119.25/4219.25/4319.25 - Political Activities of Employees)

Employees should be aware that computer files and communications over electronic networks, including e-mail, Internet and voice mail, are not private. This technology should not be used to transmit confidential information about students, employees, or District affairs without authority.

To ensure proper use, the Superintendent or designee may monitor the District's technological resources, including but not limited to, e-mail and voice mail systems, stored files and text messages, at any time without advance notice or consent. If passwords are used, they must be known to the Superintendent or designee so that he/she may have system access when the employee is absent. Employees are reminded that employee e-mails and other electronic communications pertaining to the business of the District are generally deemed to be public records and must be disclosed to members of the public upon request unless the records are specifically exempt from disclosure by law.

Employees are cautioned to follow all applicable laws and District policies in releasing student or personnel information electronically or otherwise. Disclosure of such information is generally prohibited. Employees shall not allow students to access employee accounts, passwords, grading programs or other restricted resources.

The Superintendent or designee shall establish administrative regulations which outline employee obligations and responsibilities related to the use of technology. Employees who fail to abide by these regulations shall be subject to disciplinary action, revocation of the user account, and legal action as appropriate. (cf. 4218 - Dismissal/Suspension/Disciplinary Action)

The Superintendent or designee may establish guidelines and limits on the use of technological resources. He/she shall ensure that all employees using these resources receive copies of related policies, regulations and guidelines. Employees shall be asked to acknowledge in writing that they have read and understood these policies, regulations and guidelines.

BP 4040 (a)

In the event that the use of an electronic resource affects the working conditions of one or more employees, the Superintendent or designee shall notify the employees' exclusive representative.

Legal Reference:

EDUCATION CODE

11600-11609

Education Technology Grant Program Act of 1996

51870-51884

The Morgan-Farr-Quackenbush Education Technology Act of 1992

GOVERNMENT CODE

3543.1

Rights of employee organizations

PENAL CODE

632

Eavesdropping on or recording confidential communications

UNITED STATES CODE, TITLE 20

6801-7005

Technology for Education Act of 1994

Management Resources:

CDE PUBLICATIONS

K-12 Network Technology Planning Guide: Building the Future, 1994 CDE

PROGRAM ADVISORIES

1223.94

Acceptable Use of Electronic Information Resources



EXECUTIVE DIRECTOR OF PUPIL SUPPORT SERVICES

JOB SUMMARY:

Under the direction of the Assistant Superintendent, Support Services designee, provide overall leadership in the planning, development, implementation, and direction for assigned programs and services designed to promote success for all students, focusing upon student identified as “at risk”, including: dropout prevention, parent involvement and education, student attendance, conflict resolution, gang resistance and prevention, safe schools and school safety, transitional housing, alternative discipline, community resource access, health resources, positive school climate and behavioral interventions, and other programs as assigned; advocate for “at-risk” students and families and develop and design programs that promote best practices in positive school climate and proactive behavioral interventions in a multicultural urban school and community setting.

REPRESENTATIVE DUTIES:

- In collaboration with other district divisions and in consultation with site personnel, provide leadership for the development of innovative programs designed to support the success of all students, focusing upon students identified as “at-risk” at the district and site level. **E**
- Arrange for the planning, development, and implementation of innovative programs to assess the amount, duration, and effect of district- and site-level student discipline, prevention, and intervention programs and provide feedback, support, assistance, and training/staff development to sites of specific discipline program outcomes and best practices. **E**
- Provide districtwide coordination of drop-out prevention programs and coordinate service delivery with district- and site-level community workers, family support workers, and county programs. **E**
- Implement and manage policies and procedures related to student custody, residency, child welfare, and school attendance, including conflict resolution, inter and intra district transfers, and attendance monitoring, confer with and advise school personnel, administration, county programs, community agencies, and parents and students; act as the District Custodian of Records. **E**
- Coordinate the School Attendance Review Board and Pupil Placement Committee processes in collaboration with District and site-level administration and Student Success Teams. **E**
- Coordinate the planning, development, and implementation of support services to students in transitional housing situations in conjunction with district- and site-level support systems and personnel. **E**

EXECUTIVE DIRECTOR OF PUPIL SUPPORT SERVICES (CONTINUED)

May 22, 2012

REPRESENTATIVE DUTIES: (Cont.)

- Coordinate the planning, development, and implementation of alternatives to suspension and expulsion in district elementary, intermediate, and high schools; work with county and community agency programs to facilitate increased alternatives and options for students who violate the district's Code of Behavior and laws as it relates to minors. **E**
- Assist school sites in the development of gang prevention, resistance, and education curriculum and programs in the elementary and secondary levels. **E**
- Develop and implement interagency collaboration agreements for all students, focusing upon students identified as “at risk”, including outstationing and/or intern programs for social workers, school psychologists, guidance counselors, and related mental health programs that support students and families. **E**
- Promote programs to foster safe schools and school safety, positive school cultures and climates, conflict resolution, and respect for human diversity, and the prevention of student involvement in antisocial behaviors such as substance abuse; simultaneously serve to increase student self-esteem and feelings of self-worth. **E**
- Develop and implement parent orientation and education programs that promote inclusion, involvement, and leadership on the part of parents; coordinate efforts with other district- and site-level, community, and county agency parent involvement programs to maximize services benefits to parents and families. **E**
- Coordinate the student discipline hearing process; promote articulation between the expulsion office, school sites, and community schools and agencies in the exit and reentry process. **E**
- Provide leadership to pupil support services staff and organizational operations, including the supervision of assigned classified and certificated employees; appraise performance and provide required performance evaluations; provide for technical direction and guidance; make employment-related recommendations; assess organizational effectiveness and initiate needed changes; develop board policies and administrative regulations as needed. **E**
- Provide leadership to the development and implementation of interagency communication, coordination, and collaboration of services for students and develop interagency agreements that facilitate more effective and efficient services to students and families. **E**
- Maintain a professional code of ethics and a collaborative work ethic; represent the district in a variety of settings and meetings in the community; advocate for students and families at risk. **E**

REPRESENTATIVE DUTIES: (Cont.)

- Monitor student data entry with respect to student demographics and related records in the Student Information System/Aeries. E
- Oversees Health Services, nurses, Medical Administrative Activities (MAA), Home Instruction, Medi-Cal billing, McKinney-Vento, and Foster Youth Programs. E
- Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:**Knowledge of:**

- Effective human relations skills
- Best practices in multiethnic urban education
- Computerization and organizational applications
- School District organization, operations and objectives
- Efficient organization
- Dropout prevention programs and methods
- Best practices in multiethnic/multilingual parent involvement
- Social, cultural, and familial influences on students
- Applicable federal, state, local laws and Education Code
- City and community cultures
- Student needs of differing socioeconomic and ethnic backgrounds
- Technology
- State standards and assessments

Ability to:

- Think creatively to maximize the use of available resources.
- Motivate others and work collaboratively with staff and parents.
- Anticipate organizational needs and cooperatively plan and implement courses of action.
- Transform ideas into action while managing multiple projects.
- Build consensus under adversarial conditions.
- Develop meaningful relationships with institutions of higher learning, community agencies, and the business community.
- Deal effectively with parents and students.
- Meet deadlines.
- Plan and supervise work.
- Coach and supervise personnel.
- Prepare data based reports.
- Work confidentially and with discretion.
- Function within appropriate line-staff relationships.

EXECUTIVE DIRECTOR OF PUPIL SUPPORT SERVICES (CONTINUED)

May 22, 2012

KNOWLEDGE AND ABILITIES: (Cont.)**Ability to: (Cont.**

- Communicate effectively both orally and in writing.
- Work effectively with administrators, staff, parents and community and in multicultural and bilingual environments.
- Effectively interpret and analyze data and/or assessments.
- Perform the essential functions of the job.

EDUCATION AND EXPERIENCE:

Master's degree and five years of teaching, school counseling, and/or school psychologist experience and at least three years as a district and/or site-level administrator.

LICENSES AND OTHER REQUIREMENTS:

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

WORKING CONDITIONS:**Environment:**

- School sites
- Constant interruptions
- Driving a vehicle to conduct work

Physical Abilities:

- Hearing and speaking accurately to exchange information and make presentations.
- Seeing to view student activities, read a variety of materials and drive a vehicle.
- Sitting or standing for extended periods of time.
- Lifting or moving objects, normally not exceeding forty (40) pounds.

Reasonable accommodation may be made to enable a person with a disability to perform the essential functions of the job.

Board Approved: 5/22/12 (5/94, 5/01)



EXECUTIVE ASSISTANT

JOB SUMMARY:

Under direction of the Superintendent and/or designee, serve as a confidential secretary in performing clerical duties related to the administrator's assigned responsibilities; perform clerical and administrative assistant duties in assuming administrative details for the office. The Executive Assistant works for the Superintendent and/or designee and interacts at executive levels within the District and with contacts outside the District. This position performs executive assistant duties more frequently than other secretarial classifications and serves as a confidential assistant.

REPRESENTATIVE DUTIES:

- Act as a liaison between the Superintendent and offices, school sites, parents, and the community; screening calls, directing callers to appropriate departments, and transmitting pertinent information to and from the Superintendent per directives. **E**
- Perform and maintain office operations, including appointment arranging, coordinating of meetings, and travel. **E**
- Coordinate, develop, and prepare agenda(s) and attend assigned meetings. **E**
- Assist with the coordination, planning, organization, review and evaluation of special events, activities, and projects, as assigned. **E**
- Work with other administrative staff members to ensure compliance with timelines, pertaining to requests from the Superintendent, Board, and community for information and data. **E**
- Interpret, communicate, and apply District rules, procedures and policies. **E**
- Type and compose correspondence including letters, agenda items, conference requests, memorandum, and department technical data. **E**
- Take and transcribe dictation. **E**
- Respond to questions from employees, parents, and the public regarding division policy and practice; research and compile information to respond to requests; refer questions as appropriate to District staff. **E**
- Process administrative details; organize and expedite various matters on behalf of the Superintendent and/or designee. **E**

EXECUTIVE ASSISTANT (CONT.)

REPRESENTATIVE DUTIES: (CONT.)

- Maintain various department records and reports; research records as directed and perform special projects as requested. **E**
- Assist in accumulating items for Board meeting agendas and attend Board meetings. **E**
- Receive, sort, and organize incoming mail. **E**
- Collect, compile, and analyze information pertaining to related administrative activities and prepare drafts of reports. **E**
- Develop procedures to expedite transmittal of information or to facilitate implementation of policies and programs. **E**
- Coordinate the preparation, publication, and distribution of a variety of forms, schedules, agreements, and related materials. **E**
- Assist with initiating and maintaining contact with parents, individuals, groups and associations within the community. **E**
- Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

- Principles of time management and organization.
- Modern office practices, procedures and equipment including computer equipment.
- Record keeping techniques.
- English, grammar, spelling and punctuation.
- Reading and writing communication skills.
- School District organization, operations and objectives.
- Applicable Sections of State Education Code Administrative regulations and Board Policies.
- Technical aspects of field of specialty.
- Computer software applications.
- City and community.
- Social, cultural, and linguistic diversity of district, city, and community.

EXECUTIVE ASSISTANT (CONT.)**KNOWLEDGE AND ABILITIES: (CONT.)****ABILITY TO:**

- Make simple arithmetic calculations.
- Operate modern office equipment including computer equipment.
- Understand and follow oral and written directions.
- Work cooperatively with others.
- Type 65 words per minute.
- Demonstrate high-level computer skills (i.e.: PowerPoint, Excel, and Word, etc.).
- Take notes and minutes of meetings using portable computer, recording equipment, or method of speed writing with high skill and accuracy.
- Perform high level office skills.
- Compose letters and documents.
- Communicate effectively with others.
- Establish and maintain effective working relationships with others.
- Work confidentially with discretion.
- Maintain records and prepare reports.
- Organize and prioritize work to meet deadlines.
- Perform the essential functions of the job.

EDUCATION AND EXPERIENCE:

Any combination equivalent to graduation from high school, at least two years of further training in secretarial skills at the college level and at least six years of responsible administrative secretarial experience in an executive office. Biliterate/bilingual desirable.

LICENSES AND OTHER REQUIREMENTS:

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

WORKING CONDITIONS:**Environment:**

- Office environment
- Constant interruptions
- Driving a vehicle to conduct work

Physical Abilities:

- Hearing and speaking accurately to exchange information and make presentations.
- Seeing to view student activities, read a variety of materials and drive a vehicle.

EXECUTIVE ASSISTANT (CONT.)

WORKING CONDITIONS: (CONT.)

Physical Abilities: (Cont.)

- Sitting or standing for extended periods of time.
- Lifting or moving objects, normally not exceeding forty (40) pounds.

Reasonable accommodation may be made to enable a person with a disability to perform the essential functions of the job.

Board Approved: 5/22/12 (10/06)

AGENDA ITEM BACKUP SHEET
June 12, 2012

Board Meeting

TITLE: License Agreement Extension Renewal for DataDirector Software with Riverside Publishing

ITEM: Consent

SUBMITTED BY: Cathie Olsky, Ed.D., Deputy Superintendent

PREPARED BY: Michelle LePatner, Director, Research and Evaluation

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval for a three-month extension for the license renewal of DataDirector Software, a web-based assessment and management system, for the period from July 1, 2012, through September 30, 2012. The District has had this assessment and management system (DataDirector) for the past six years. The DataDirector system allows the District to monitor and report all standardized tests, District assessments, and demographic information for grades K-12 to provide the data to assist staff in improving student achievement. At its October 25, 2011 meeting, the Board approved a new assessment and management system, Illuminate, which began on March 1, 2012. Since March 2012, the District has provided ongoing training for the 2012-13 school year on the new system.

RATIONALE:

There is a need to continue to provide teachers with access to both systems (DataDirector and Illuminate) to ensure a seamless transition and effective implementation into the 2012-13 school year. This comprehensive system allows the District to interface with other District databases, enabling sites and classroom teachers to monitor student progress in a timely manner in order to adjust instruction.

FUNDING:

EIA-SCE Funds: \$66,193.68

RECOMMENDATION:

Approve the license agreement renewal for DataDirector Software, a web-based assessment and management system, for July 1, 2012, through September 30, 2012, with Riverside Publishing.

CO:eh

AGENDA ITEM BACKUP SHEET

June 12, 2012

Board Meeting

TITLE: Authorization to Renew Subscriptions for Accelerated Reader and STAR Reading with Renaissance Learning, Inc.

ITEM: Consent

SUBMITTED BY: Cathie Olsky, Deputy Superintendent, Chief Academic Officer
Michael P. Bishop, Sr., CBO, Deputy Superintendent, Operations

PREPARED BY: Alexandra Ito, Director, Educational Technology
Jonathan Geiszler, Director, Purchasing and Stores

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to renew existing online subscriptions for Accelerated Reader and STAR Reading with Renaissance Learning, Inc., using available Microsoft Settlement K-12 voucher funding.

RATIONALE:

At its October 27, 2009 meeting, the Board authorized administration to award contract to Renaissance Learning, Inc., for subscriptions to Accelerated Reader and STAR Reading through June 30, 2012. Forty-two District schools: 33 elementary, seven intermediate, and two high schools currently have subscriptions to two reading software programs from Renaissance Learning: Accelerated Reader and STAR Reading. These two programs are currently used as part of the overall reading improvement strategies of the subscribing schools. District renewal of services and subscriptions for Accelerated Reader Enterprise, STAR Reading, and hosting fees for 42 schools for one year will provide a cost savings to the District in the form of a multiple-site bulk discount. By utilizing the Education Technology K-12 voucher program, the total cost of the renewal of this subscription will be reimbursed to the District.

Accelerated Reader is a computer program that helps teachers manage and monitor children's independent reading practice of books written at or above their identified reading level. Students read appropriate, self-selected text within their reading range and take online quizzes on the material to ensure comprehension. STAR Reading is a computer-adaptive, reading-level assessment program that provides individual student data to teachers for reading instruction and intervention. It is used in conjunction with Accelerated Reader to identify student reading level. STAR Reading is also used during the summer extended learning program with participating students in grades 3-8 as a pre and post assessment of their reading level. These programs provide a tool for teachers to help students read successfully through independent practice, assist with placement for small group instruction in the classroom, and provide the student with appropriate reading practice through monitored student reading goals.

FUNDING:

Education Technology K-12 voucher program: \$186,914.81

RECOMMENDATIONS:

Authorize Administration to renew subscriptions with Renaissance Learning, Inc., for STAR Reading and Accelerated Reader.

CO:AI:eh

AGENDA ITEM BACKUP SHEET
June 12, 2012

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: Dawn Miller, Assistant Superintendent, Secondary Education

PREPARED BY: Dawn Miller, Assistant Superintendent, Secondary Education

BACKGROUND INFORMATION:

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

RATIONALE:

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

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

FUNDING:

Not Applicable

RECOMMENDATION:

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

DM:l:mb



SANTA ANA UNIFIED SCHOOL DISTRICT - EXTENDED FIELD TRIPS
RECOMMENDED FOR APPROVAL - June 12, 2012

Date:	Schools/Location:	Funding and Cost:	Student(s):	Staff and Chaperone:
June 16-19, 2012 (Saturday-Tuesday)	Santa Ana High School NJROTC NJROTC Sailing Academy San Diego	\$180 per student(s) (cost paid by NJROTC fund and students)	4	1
June 18-22, 2012 (Monday-Friday)	Century and Valley High schools 9 th -11 th grade students Summer Wilderness Retreat Kings Canyon National Park Fresno	\$70 per student(s) (cost paid by ASSETS fund)	60	7
June 25-30, 2012 (Monday-Saturday)	Santa Ana High School NJROTC NJROTC Leadership Academy Irvine	\$225 per student(s) (cost paid by NJROTC fund and students)	7	1
July 10-14, 2012 (Tuesday-Saturday)	Valley High School Global Business Academy students California Venture Business Camp California State, San Marcos	\$500 per student(s) (cost paid by CPA grant)	4	2
July 19-22, 2012 (Tuesday-Saturday)	Segerstrom High School Girls Basketball Team Classic Girls Basketball Tournament San Diego	\$400 per student(s) (cost paid by ASB fund and donations)	12	2
July 30-August 3, 2012 (Monday-Friday)	Santa Ana High School Cross Country Team Cross Country Running Camp Lake Arrowhead	\$250 per student(s) (cost paid by ASB fund)	25	4

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

AGENDA ITEM BACKUP SHEET
June 12, 2012

Board Meeting

TITLE: Approval of Head Start Self Assessment Corrective Action Plan for 2011-12 Program Year

ITEM: Consent

SUBMITTED BY: Herman Mendez, Assistant Superintendent, Elementary Education

PREPARED BY: Charlotte Ervin, Head Start Coordinator

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the Head Start Self Assessment Corrective Action Plan for 2011-12 program year, which complies with the federal regulations of the Performance Standards and Head Start Act. The regulations state that the Self Assessment Corrective Action Plans and findings must be approved annually by the Board of Education. The self assessment reviews all program areas for compliance in the following areas: education, health, safety, nutrition, family and community partnerships, program design and management, and eligibility, recruitment, selection, enrollment, and attendance (ERSEA).

RATIONALE:

The current position of the Head Start program is that we must comply with the federal regulations and Head Start Act, Appendix A of the Performance Standards. The Head Start program conducted a self assessment from April 30 to May 21, 2012, to review the program's compliance with the Head Start Performance Standards and Head Start Act. Based on the findings from the self assessment, a corrective action plan was developed to be reviewed and approved by the Board of Education. The self assessment is an annually self review of all program areas and is separate from the review completed by the Orange County Head Start Grantee.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the Head Start Self Assessment Corrective Action Plan for the 2011-12 program year.

HM:lr:sz



ANNUAL PROGRAM **SELF-ASSESSMENT** REPORT (APSA): SANTA ANA UNIFIED SCHOOL DISTRICT

APSA Report Summary

Our 2011-12 internal annual program review evaluated the compliance status of the required nine (9) areas of the Head Start program. Three (3) areas were found fully compliant, while six (6) areas required a corrective action. Corrective responses are noted with more specificity in the following report, but in general include resolution through communication, training and stakeholder participation with regard to program oversight.

Area/s with No Finding

1. Program Design and Management
2. Mental Health
3. Eligibility, Recruitment, Selection, Enrollment & Attendance

Area/s Requiring Correction Action

1. Nutrition: 4 items
2. Safe Environments: 2 items
3. Education: 2 items
4. Disabilities: 1 item
5. Health Services: 3 items
6. Family Community Services: 3 items

PROTOCOL SECTION: **Program Design & Management**

REVIEWER(S): Charlotte S. Ervin

<i>Protocol Question Number</i>	<i>HS/EHS Regulation Citation No. & Brief Description</i>	<i>There were no areas of concern or PANCS identified in this area.</i>	Corrective Action Plan <i>No corrective action plan is needed.</i>	Person(s) Responsible	Completion Target Date	Validation of Completion (Date)

PROTOCOL SECTION: **Mental Health**

REVIEWER(S): Charlotte Ervin

<i>Protocol Question Number</i>	<i>HS/EHS Regulation Citation No. & Brief Description</i>	<i>Area of Concern or Non-Compliance</i>	Corrective Action Plan	Person(s) Responsible	Completion Target Date	Validation of Completion (Date)

ANNUAL PROGRAM **SELF-ASSESSMENT REPORT (APSA): SANTA ANA UNIFIED SCHOOL DISTRICT**

Protocol Question Number	HS/EHS Regulation Citation No. & Brief Description	Area of Concern or Non-Compliance	Corrective Action Plan	Person(s) Responsible	Completion Target Date	Validation of Completion (Date)
		There were no areas of concern or non compliance identified in this area.	No corrective action plan is needed at this time.			

PROTOCOL SECTION: **Nutrition**

REVIEWER(S): Charlotte Ervin and Carolyn Robinson

Protocol Question Number	HS/EHS Regulation Citation No. & Brief Description	Area of Concern or Non-Compliance	Corrective Action Plan	Person(s) Responsible	Completion Target Date	Validation of Completion (Date)
Nutrition 2.5	1304.23 (b)(4)	There was no evidence that parents and community partners are involved in the planning and evaluation of Head Start nutrition services.	A nutrition committee will be developed that will be composed of parents and community partners that will evaluate nutrition services.	Head Start Coordinator Registered Dietician	October 2012	November 2012
Nutrition 3.1	Food substitutions and allergies 1304.23 (C)(3)	Children with special allergies were provided with dietary substitutions in the classrooms that were observed. The allergy lists were posted inside of a locked cabinet. However, In one classroom, the allergy list was reviewed and there was a child that was allergic to milk. The child's juice substitution was at another table and another child drank it. The teacher noticed this and provided the child with the allergy with another juice.	Teachers will document on the meal count sheet whether children with allergies received their substitutions at the time of meal service.	Teachers Registered Dietician	September 2012 Ongoing	September 2012
Nutrition 3.1 3.2	Menus 1304.23	Concern: Menu did not reflect what was being served to the children. There was no documentation that indicated that the foods served were low in sugar and fat.	The Head Start Coordinator will meet with the Program Director of for the Food for Thought Program to discuss menu and providing documentation on the sugar and fat content of the food provided in the program.	Head Start Coordinator Registered Dietician	September 2012	October 2012

ANNUAL PROGRAM **SELF-ASSESSMENT REPORT (APSA): SANTA ANA UNIFIED SCHOOL DISTRICT**

Protocol Question Number	HS/EHS Regulation Citation No. & Brief Description	Area of Concern or Non-Compliance	Corrective Action Plan	Person(s) Responsible	Completion Target Date	Validation of Completion (Date)
Nutrition 2.1	1304.23 (a) (1)	Program identified that over 30% of the children in the program are obese. There were limited resources provided to the parents.	There will be a special directory of resources on health and nutrition provided to parents of children that are obese. The program will provide classes on nutrition and exercise for all families to promote overall wellness.	Registered Dietician Community Workers Parent Education Specialist	October 2012 Ongoing	November 2012

PROTOCOL SECTION: Safe Environments

REVIEWER(S): Richard Flores, Maribel Ferrer, Camarena Martinez, Lilia Cardenas

Protocol Question Number	HS/EHS Regulation Citation No. & Brief Description	Area of Concern or Non-Compliance	Corrective Action Plan	Person(s) Responsible	Completion Target Date	Validation of Completion (Date)
SE1B	Medication stored and locked 1304.22 c 1	Concern: Medication Bag had a key in it inside the emergency backpack.	All staff will be trained on the medication policy at the beginning of the year and classroom will be monitored for compliance quarterly.	Assistant Coordinator of Education and Disabilities	September 2012	September 2012
SE	Hand washing	Concern: In one classroom, a child had an accident, and he/she urinated on the bathroom floor. The teacher put on her gloves to clean up. She removed her gloves and did not wash her hands.	At the beginning of the school year all teaching staff will be trained on proper hand washing techniques.	Teachers Nurse Assistant Coordinator of Education and Disabilities	September 2012	September 2012

PROTOCOL SECTION: Education

REVIEWER(S): Paul Salazar, Cheryl Hood, Guadalupe Delgado, Laura Ramirez, Dorothy Bregoza

ANNUAL PROGRAM **SELF-ASSESSMENT REPORT (APSA): SANTA ANA UNIFIED SCHOOL DISTRICT**

ECD2C	Child Outcomes/School Readiness Goals 1304.20	Although the program uses the DRDPR Assessment tool to document children progress in the various areas of development and to plan curriculum for children more training is needed on school readiness goals and implementation.	There will be training provided to the teaching staff on the school readiness goals, preschool foundations, and head start child outcomes framework. This will be the focus of the 2012 pre-service.	Assistant Coordinator of Education and Disabilities	August 2012 and ongoing	August 30,2012 November 2012
ECD2a	CLASS Observation	Class score low in the Area of instructional Support the score needed is a three or higher. Average score is a 2.	Training will be conducted on the CLASS Tool specifically instructional support to increase scores. Teachers will be provided with support and strategies. CLASS review will be completed in November and October. Education and Disabilities assistant coordinator will monitor progress	Assistant coordinator of Education and Disabilities	September 2012 Ongoing	

PROTOCOL SECTION: **Disabilities**

REVIEWER(S): Paul Salazar

Protocol Question Number	HS/EHS Regulation Citation No. & Brief Description	Area of Concern or Non-Compliance	Corrective Action Plan	Person(s) Responsible	Completion Target Date	Validation of Completion (Date)
4C	Follow up on referrals	There is not timely follow up and documentation on referrals sent to SAUSD-Child Find.	A meeting will be planned with SAUSD Special Education to strategize on how the Head Start Program can have access to information and follow for children that are referred in the program. Program Services Clerk hired as well as special education teacher whom will be responsible for tracking and documenting services	Assistant Coordinator of Education and Disabilities. Program Services Clerk Special Education Teacher	October 2012	November 2012

PROTOCOL SECTION: **Health Services**

REVIEWER(S): Charlotte Ervin, Carolyn Robinson

ANNUAL PROGRAM **SELF-ASSESSMENT REPORT (APSA): SANTA ANA UNIFIED SCHOOL DISTRICT**

Protocol Question Number	HS/EHS Regulation Citation No. & Brief Description	Area of Concern or Non-Compliance	Corrective Action Plan	Person(s) Responsible	Completion Target Date	Validation of Completion (Date)
HEA 1.1	1304.52 (d)(2)	Program has not hired a Nurse to oversee health services. Currently services are being provided by a district substitute nurse.	The program will continue to advertise on the EDJOIN website and actively recruit for the position, and explore the option of hiring a consultant to provide health services for the program.	Head Start Coordinator	July 2012	August 2012
HEA 3.1	1304.20 (b) (1) (2) (3)	Concern: 120 files reviewed 6 children did not have screenings completed within the 45 day timeline.	Information will be documented in the Child Plus data base system which indicate the timelines to complete the screenings. Information will be reviewed by Head Start coordinator nurse, and program services site clerk.	Nurse	October 2012 and ongoing	October 2012
HEA 3.1	1304.20 (b) (1) (2) (3)	Referrals were sent to parents with health concerns in September and there was no follow up until January. Follow up was not completed in a timely manner.	The nurse or consultant will identify concerns at enrollment and will follow up with parents within 15 days and document information in the child's file.	Nurse	September 2012	September 30,12

PROTOCOL SECTION: **FAMILY COMMUNITY SERVICES REVIEWER(S): Osiel Madrigal, Alejandra Chavez, Lizet Ruelas, Maria Espinoza**

Protocol Question Number	HS/EHS Regulation Citation No. & Brief Description	Area of Concern or Non-Compliance	Corrective Action Plan	Person(s) Responsible	Completion Target Date	Validation of Completion (Date)
FCS 1A	1304.20	Community workers are not following up on children absences in a timely manner, specifically when children are absent for more than 4 days consecutively.	Attendance will be documented daily information will be updated in child plus weekly and Community Workers will monitor attendance and document information on the	Social Services Manager Community Workers Teachers	September 2012 Ongoing	October 2012

ANNUAL PROGRAM **SELF-ASSESSMENT REPORT (APSA): SANTA ANA UNIFIED SCHOOL DISTRICT**

Protocol Question Number	HS/EHS Regulation Citation No. & Brief Description	Area of Concern or Non-Compliance	Corrective Action Plan	Person(s) Responsible	Completion Target Date	Validation of Completion (Date)
			absence log and Child Plus. The Social Service Manager will monitor for compliance and document findings on the Social Service Manager report.			
FCS	1304.20	Concern: Community workers are documenting services and referral on the service delivery documentation sheet in the file. However, the community works are not all documenting information in the Child Plus data base and placing notes in the file which is stated in the service area plans policies and procedures.	Documentation will be consistent across all programs and will be monitored by the Social Service Manager.	Social Services Manager Community Workers	September 2012 Ongoing	October 2012
FCS	1304.20	Concern: Community workers are following up on family partnership agreements within the 10 day period however, there are not other opportunities to support parents in their goal setting.	Community workers will make a minimum of 2 follow up attempts to support parents in the goal setting process. The social services manager will monitor for compliance.	Social Services Manager Community Workers	November 2012	December 2012

PROTOCOL SECTION: Eligibility, Recruitment, Selection, Enrollment & Attendance

REVIEWER(S): Osiel Madrigal/Charlotte Ervin

Protocol Question Number	HS/EHS Regulation Citation No. & Brief Description	Area of Concern or Non-Compliance	Corrective Action Plan	Person(s) Responsible	Completion Target Date	Validation of Completion (Date)
		There were no areas of concern or PANCS identified in this area.	No corrective action plan is needed			

AGENDA ITEM BACKUP SHEET**June 12, 2012****Board Meeting**

TITLE: Approval of First Amendment to Agreement No. FCI-SD-22 with Children and Families Commission of Orange County for 2011-12 Program Year

ITEM: Consent

SUBMITTED BY: Herman Mendez, Assistant Superintendent, Elementary Education

PREPARED BY: Janneth Linnell, Early Childhood Education Coordinator

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the First Amendment to Agreement No. FCI-SD-22 with Children and Families Commission of Orange County (CFCOC) for the 2011-12 program year.

RATIONALE:

The CFCOC initially awarded \$825,100 for the District to continue providing health, early care, and educational opportunities to Santa Ana children and their families. This contract represents an on-going collaboration with CFCOC. It promotes early intervention, health, and school readiness services for children ages birth through five years at various schools within the District through the School Readiness Project Coordinator, Parent Trainers, and Early Childhood School Nurses. This amendment to the contract augments funding by \$19,832.23, and serves as a reimbursement to the District for support for the implementation for the program.

FUNDING:

Children and Families Commission of Orange County (Proposition 10): \$844,932.23

RECOMMENDATION:

Approve the first amendment to Agreement No. FCI-SD-22 with Children and Families Commission of Orange County for the 2011-12 program year.

FIRST AMENDMENT TO AGREEMENT NO. FCI-SD-22

BY AND BETWEEN

CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY

AND

SANTA ANA UNIFIED SCHOOL DISTRICT

FOR THE PROVISION OF SERVICES

This **FIRST AMENDMENT TO AGREEMENT** ("First Amendment") is entered into as of the 1st day of June, 2011 ("Date of Amendment"), which date is enumerated for the purpose of reference only, by and between the **CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY**, a public body and legal public entity ("COMMISSION") and **SANTA ANA UNIFIED SCHOOL DISTRICT**, a school district organized and existing under the laws of the State of California ("CONTRACTOR"). The Original Agreement and this First Amendment are and shall continue to be administered by the Executive Director of COMMISSION or his/her authorized designee ("ADMINISTRATOR").

RECITALS

A. The COMMISSION and CONTRACTOR previously entered into that certain Agreement for the Provision of Project Services dated June 1, 2011, under which the COMMISSION granted funds for the "Project" described in Exhibits A, A-1 and B therein ("Original Agreement").

B. Pursuant to the Original Agreement, COMMISSION granted to CONTRACTOR funds to further the purposes of and implement COMMISSION's Strategic Plan.

C. On May 4, 2011, COMMISSION awarded \$175,100 to CONTRACTOR for Early Learning Specialist Services and \$250,000 for School Readiness Nurse Services; and, on June 1, 2011, COMMISSION awarded \$400,000 for additional School Readiness Services for a total amount not to exceed \$825,100.

D. On June 1, 2011, COMMISSION awarded a total of \$135,000 to the school districts participating in the Early Development Index (EDI) project.

E. COMMISSION hereby awards an additional \$19,832.23 to CONTRACTOR in order to provide increased or additional Services for the EDI project and CONTRACTOR desires to accept the additional funding in order to provide increased or additional services pursuant to the terms and conditions of the Original Agreement, as amended by this First Amendment. The Original Agreement and this First Amendment are referred to collectively as the "Agreement."

F. The parties desire by this First Amendment to amend and restate COMMISSION's Maximum Payment Obligation.

G. The parties desire by this First Amendment to amend and restate Exhibit B, Project Budget. This restated Exhibit B shall replace the existing Exhibit B in the Original Agreement. A copy of the restated Exhibit B is attached herein and incorporated by reference.

H. The parties desire by this First Amendment to amend and restate Attachment 1 to Exhibit B, the Staffing Table. This restated Attachment 1 to Exhibit B shall replace the existing Attachment 1 to Exhibit B in the Original Agreement. A copy of the restated Attachment 1 to Exhibit B is attached herein and incorporated by reference.

I. Capitalized terms in this First Amendment are as set forth in the Original Agreement, or as specifically defined herein.

J. The parties desire by this First Amendment to set forth certain modifications, and clarifications to the terms and conditions of the Original Agreement.

NOW, THEREFORE, based upon the foregoing Recitals, which are hereby a substantive part of this First Amendment, and in consideration of the covenants contained herein, COMMISSION and CONTRACTOR hereby agree as follows:

1. **Maximum Payment Obligation.** Additional funding of \$19,832.23 is provided by COMMISSION to CONTRACTOR by this First Amendment for a cumulative total of Eight Hundred Forty Four Thousand, Nine Hundred Thirty Two Dollars and Twenty Three Cents (\$844,932.23). Paragraph 16 of the Original Agreement, Maximum Payment Obligation, with respect to CONTRACTOR is hereby amended to read as follows: "The 'Maximum Payment Obligation' of COMMISSION to CONTRACTOR under this Agreement shall be Eight Hundred Forty Four Thousand, Nine Hundred Thirty Two Dollars and Twenty Three Cents or the actual reasonable cost incurred and paid for performance of the services whichever is *less*, which amount is the sum of (a) the first allocation of \$425,100 on May 4, 2011, (b) the second allocation of \$400,000 on June 1, 2011, and (c) this third allocation of \$19,832.23 on June 1, 2011 as specified in the amended and restated Exhibit B to First Amendment to Agreement attached hereto and fully incorporated herein by this reference."

2. **No Other Changes.** Except as amended by this First Amendment, the terms of the Agreement shall remain in full force and effect as written and entered into between COMMISSION and CONTRACTOR.

[Signature blocks for First Amendment start on next page]

IN WITNESS WHEREOF, the COMMISSION and CONTRACTOR have executed this First Amendment to Agreement in the County of Orange, State of California.

CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY, a public body and legal public entity

Dated: _____ By: _____
Chair

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF COMMISSION

By: _____
SUSAN NOVAK
Clerk of COMMISSION

Dated: _____

APPROVED AS TO FORM:

WOODRUFF, SPRADLIN & SMART

By: _____
Terry C. Andrus, Commission Counsel

[Signature block for CONTRACTOR on next page.]

[Signature block continued from previous page.]

SANTA ANA UNIFIED SCHOOL DISTRICT, a
school district, organized and existing under the laws
of the State of California

DATED: _____

By: _____
Cathie Olsky, Ed.D, Deputy Superintendent

**EXHIBIT B
TO FIRST AMENDMENT**

PROJECT BUDGET

SANTA ANA UNIFIED SCHOOL DISTRICT	Funds Due 07/01/11 - 6/30/12
Staffing	\$736,832.23
Direct Project Expenses	\$49,600.00
Indirect/Administrative	\$28,500.00
Subcontract(s)	\$30,000.00
TOTAL FUNDS DUE	\$844,932.23

MAXIMUM PAYMENT OBLIGATION: \$844,932.23

Attachment 1 to Exhibit B

STAFFING TABLE

Position Title: School Readiness Project Coordinator	FTE	Salaries & Benefits
Early Learning Specialist	2.0	\$170,000
Minimum Qualifications: Bachelor or higher degree from an accredited institution, Valid California teaching credential and Child Development Program Director Permit, experience working with early childhood student population, experience providing staff development and training to ECE providers, School Readiness Project Coordinator shall be qualified, knowledgeable and experienced in the areas of early childhood education theory, Kindergarten standards, developmentally appropriate practices, integrated service delivery, and community resources, Job Duties: Provide services as described in subparagraph 3.1 of Exhibit A to this Agreement.		
School Readiness Nurse (School Nurse, Elementary)	2.5	\$250,000
Minimum Qualifications: Licensed Registered Nurse with a valid California School Nurse Services Credential or a Licensed Registered Nurse with a Preliminary School Nurse Credential with enrollment in a School Nurse Credential Program, certified in first aid and CPR; knowledgeable of current federal and state laws and regulations regarding the children through age 5 population and health constraints including HIPAA, FERPA, Education Codes, Title 22 regulations, and the Nursing Practice Act. Job Duties: Provide services as described in subparagraph 3.2 of Exhibit A to this Agreement.		
Parent Trainer	1.0	\$77,000
Minimum Qualifications: Any combination equivalent to an AA degree and three years teaching experience in ECE setting and experience working and training parents. Communicate in English and Spanish oral and written. Plan, schedule, coordinate and implement EL programs to parent(s) with children 0 – 5 on effective strategies that support language and enhance school readiness skills development in home.) Job Duties: Provide services as described in subparagraph 3.1 of Exhibit A to this Agreement.		
Data Entry Clerk	1.0	\$65,000
Minimum Qualifications: Data entry experience, bilingual in Spanish/English. Experience in AIREs and compiling student assessment data and other office support services. Proficiency in EXCEL. Job Duties: Provide services as described in subparagraph 3.1 of Exhibit A to this Agreement.		
Preschool Teacher	3.0	\$155,000
Minimum Qualifications: California Department of Education teacher certification, college coursework in child development, experience working with young children. Experience in working with Hispanic urban population. Job Duties: Provide services as described in subparagraph 3.1 of Exhibit A to this Agreement.		

Attachment 1 to Exhibit B

# of Teachers Attending Training*	# of Teachers	# of EDIs completed	Hourly Rate	\$ for 1-Hr Training	\$ for EDI Completion	Total
44	47	1292	\$42.62	\$1,852.98	\$17,979.25	\$19,832.23

Summary Table of Staffing Costs					
					TOTAL
					\$736,832.23

AGENDA ITEM BACKUP SHEET
June 12, 2012

Board Meeting

TITLE: **Approval of Expulsion of Students for Violation of California Education Code Sections 48900, 48900.2, 48900.3, 48900.4, 48900.7, and/or 48915(c) According to Board Policy 5144.1**

ITEM: **Consent**
SUBMITTED BY: **Doreen Lohnes, Assistant Superintendent, Support Services**
PREPARED BY: **Nancy Diaz-Miller, Senior Director, Pupil Support Services**

BACKGROUND INFORMATION:

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

RATIONALE:

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

FUNDING:

Not Applicable

RECOMMENDATION:

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

Recommendations for Expulsions

Board Meeting: June 12, 2012

	<u>Student Name</u>	<u>School/Grade</u>	<u>Charges</u>	<u>Recomm. Options</u>	<u>Placement</u>	<u>Date Eligible to Reapply</u>
1	302048	Lathrop/8	A, K	1	Community Day Int.	06/14/12
2	412078	Saddleback/9	A, K, .4	2	Community Day HS	01/25/13
3	309475	Saddleback/9	B, F	1	Community Day HS	06/14/12
4	192719	Santa Ana/9	B, F, K	1	Community Day HS	06/14/12
5	412871	Spurgeon/8	A	2	Community Day Int.	01/25/13
6	413234	Valley/9	B, K	1	Community Day HS	06/14/12
7	300220	Valley/9	C	2A	Community Day HS	06/12/13
8	313206	Valley/9	B, C, J	2	Special Education	01/25/13
9	307187	Valley/9	C, J	1	Community Day HS	06/14/12
10	321241	Willard/7	A, K	2	Community Day Int.	01/25/13

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

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

EXPULSION RECOMMENDATIONS

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

AGENDA ITEM BACKUP SHEET
June 12, 2012

Board Meeting

TITLE: **Approval of California High School Exit Exam Waiver for Students with Disabilities**

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 a California High School Exit Exam (CAHSEE) waiver for students with disabilities. Students with disabilities are currently eligible for two waivers from the CAHSEE. One is a broad state exemption through SB 267, and the other is a local Board waiver in accordance with California Education Code Section 60851 (c) and Board Policy 6162 and Administrative Regulation 6162.52. Since students have passed the CAHSEE by meeting the higher Board standard of passing with modifications, they have requested that they be considered for that waiver. Students who have passed one or both sections of CAHSEE with modifications listed on their Individualized Education Programs (IEP) and met other specific requirements are eligible for the local Board waiver.

RATIONALE:

To obtain a waiver, the site principal must certify to the local governing board that an IEP or 504 plan is in place requiring modifications and that sufficient course work in English, language arts, and math related to CAHSEE subject matter is completed or in progress. Principals must submit an individual score report indicating a passing score on CAHSEE while using the modification(s).

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the California High School Exit Exam Waiver for students with disabilities.

DL:cvf 

CAHSEE Waiver for Student With Disabilities

Board Meeting: June 12, 2012

The Principal has certified eligibility for CAHSEE Waiver for the following student:

<u>Student Name</u>	<u>Waiver Subject</u>	<u>School Site</u>
1. 168520	Math	Century H.S.
2. 158238	Math	Godinez H.S.
3. 169945	Math	Godinez H.S.
4. 168974	English, Math	Godinez H.S.
5. 355048	English	Godinez H.S.
6. 171129	English	Godinez H.S.
7. 174271	English	Godinez H.S.
8. 170556	English	Godinez H.S.
9. 160282	English	Godinez H.S.
10. 173945	English, Math	Santa Ana H.S.
11. 161581	English, Math	Santa Ana H.S.
12. 173064	English, Math	Santa Ana H.S.
13. 315044	English, Math	Santa Ana H.S.
14. 163512	English, Math	Santa Ana H.S.
15. 157208	English, Math	Santa Ana H.S.
16. 158327	English, Math	Santa Ana H.S.
17. 170749	English	Santa Ana H.S.
18. 157837	English	Santa Ana H.S.
19. 169094	English, Math	Santa Ana H.S.
20. 168456	English	Santa Ana H.S.
21. 162822	English, Math	Valley H.S.
22. 134474	English, Math	Valley H.S.

AGENDA ITEM BACKUP SHEET

June 12, 2012

Board Meeting

TITLE: Approval of Payment and Reimbursement of Costs Incurred for Designated Instructional Services for Students with Disabilities for 2011-12 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/or reimbursement of costs incurred for designated instructional services for students with disabilities.

RATIONALE:

The parties listed participated in an Individualized Education Program (IEP) meeting and agreed to reimburse the parents for transportation to and from school, at the Internal Revenue mileage rate.

FUNDING:

Special Education: Not to Exceed \$950

RECOMMENDATION:

Approve payment and reimbursement of costs incurred for designated instructional services for students with disabilities for the 2011-12 school year.


DL:cvl

**Reimbursement of Incurred Expenses for Designated Instructional Services for Students
with Disabilities for 2011-12 School Year**

Board Meeting: June 12, 2012

Student ID#	Amount	Parent of
327751	\$950	327751

AGENDA ITEM BACKUP SHEET**June 12, 2012****Board Meeting**

TITLE: **Approval of Student Field Placement Agreement with California State University Long Beach, School of Psychology for 2012-13 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 request Board approval of an agreement with the California State University Long Beach, School of Psychology, that would provide students pursuing a career as a school psychologist with school experience. If approved, this agreement would remain in effect until June 30, 2013.

RATIONALE:

Students who enroll in the school psychology program are required to have field experience related to the duties of the psychologist in school districts. Students observe Santa Ana Unified School District (SAUSD) psychologists and may assist with organizational tasks, as appropriate, under the direct supervision of a SAUSD psychologist. The number of students and the duration of their assignment to SAUSD vary.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the Student Field Placement Agreement with the California State University Long Beach, School of Psychology for the 2012-13 school year.


DL:cvl

California State University Long Beach
1250 Bellflower Blvd.
Long Beach, CA 90840

Agreement Number: 13-085-1110
Amendment #1

STUDENT FIELD PLACEMENT AGREEMENT

The original Agreement dated 11/15/10, between the Trustees of the California State University (CSU) on behalf of California State University Long Beach, hereinafter called "University" and Santa Ana Unified School District, hereinafter called "Facility" for field placement of University students at Facility is hereby amended as follows.

EXHIBIT E, School Psychology, as herein attached, is added to this agreement to provide internship opportunities for University students at Santa Ana Unified School District.

All other terms and conditions remain the same.

California State University Long Beach
1250 Bellflower Blvd., BH-346
Long Beach, CA 90840-0123

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

Authorized Signature

Carolyn Dersch
Contract Specialist

Date: _____

Authorized Signature

(Print Name and Title)

(Phone)

(Fax)

Date: _____

CALIFORNIA STATE UNIVERSITY, LONG BEACH
DISTRICT AFFILIATION AGREEMENT
Exhibit E
SCHOOL PSYCHOLOGY PROGRAM

WHEREAS, INTERNSHIP SITE is able to provide supervised field experience for graduate student interns in the School Psychology Program in the Department of Advanced Studies in Education and Counseling at UNIVERSITY and;

WHEREAS, this experience is the culminating educational experience leading to the School Psychology Credential and would further the professional training of such interns, and;

WHEREAS, INTERNSHIP SITE believes the services to be provided by the interns as part of their learning experience would be of benefit to INTERNSHIP SITE, and;

WHEREAS, it is to the mutual benefit of the parties hereto that interns of the UNIVERSITY use the education facilities of the INTERNSHIP SITE for their internship.

NOW, THEREFORE, in consideration of the covenants, conditions and stipulations hereinafter expressed and in consideration of the mutual benefits to be derived therefrom, the parties hereto agree as follows:

RESPONSIBILITIES OF THE UNIVERSITY

1. The UNIVERSITY shall designate in writing a faculty member to coordinate with a designee of the INTERNSHIP SITE.
2. The UNIVERSITY shall complete periodic evaluations of the intern regarding his/her performance at the INTERNSHIP SITE or, when site visit is precluded by excessive distance, as by arrangement between the UNIVERSITY faculty member and the INTERNSHIP SITE supervisor.
3. The UNIVERSITY will recommend the candidate for the School Psychology Internship Credential after a formal review of the candidate's qualifications.
4. The UNIVERSITY will assure that acceptance of student as an intern will be based on an application review and personal interview process by and on the approval of the UNIVERSITY and the FIELD PLACEMENT SITE.
5. The UNIVERSITY will assure that the intern will participate in the INTERNSHIP program for the duration of the academic or school year.
6. The UNIVERSITY and the INTERNSHIP SITE agree that selection and placement of interns shall not discriminate against a student for reasons of sex, race, color, religion, national origin, ethnic group, marital or parental status, ancestry, age, sexual orientation, or physical or mental disability or the perception of one or more of such characteristics.
7. The University may, upon good cause, withdraw from fieldwork at any time any student of the UNIVERSITY assigned to fieldwork in the INTERNSHIP SITE.

RESPONSIBILITIES OF THE INTERN

1. If required for employment with the school district, the intern will forward to the INTERNSHIP SITE the School Psychology Internship Credential (State of California) or the Pupil Personnel Services Credential (State of California).

2. The intern will conform to the administrative policies, standards and practices of the INTERNSHIP SITE, and to the ethical and legal standards of the profession.
3. The intern shall identify himself/herself to the public as a "School Psychology Intern."
4. The intern will provide his/her own transportation to the INTERNSHIP SITE.
5. The intern will obtain prior written approval of the INTERNSHIP SITE and the UNIVERSITY before publishing any materials relating to the internship experience.
6. The intern, in collaboration with the supervising school psychologist at the INTERNSHIP SITE and the UNIVERSITY faculty member, will set times, location and responsibilities pertaining to the internship experience.
7. The intern, in collaboration with the supervising school psychologist at the INTERNSHIP SITE and the UNIVERSITY faculty member, will plan activities in each area included in the NASP School Psychology Program Standards (i.e. the 8 standards within the NASP Blueprint III).
8. The intern will provide the supervising school psychologist at the INTERNSHIP SITE with a copy of the Program's articulated Visions and Outcomes as well as the recommended Continuum of Experiences (i.e. Blueprint for Best Practices III according to the National Association of School Psychologists)
9. The intern, in collaboration with the supervising school psychologist at the INTERNSHIP SITE and the UNIVERSITY faculty member, will integrate course requirements in the internship experience.
10. The intern, in collaboration with the supervising school psychologist at the INTERNSHIP SITE and the UNIVERSITY faculty member, will schedule at least one day per week (or 20% of time) to pursue individual professional goals and development.
11. The intern will obtain a written evaluation of performance from the INTERNSHIP SITE supervisor at least once each semester and will submit that written evaluation according to the schedule established by the UNIVERSITY faculty member. This written evaluation is required prior to posting a grade for the internship course.
12. The intern will notify INTERNSHIP SITE of illness, accident or any other situation, which does not allow the intern to meet the prearranged program at the INTERNSHIP SITE.
13. The intern will inform the UNIVERSITY of any change in the on-site schedule.
14. Interns and faculty advisors are advised to conduct a thorough investigation of the potential INTERNSHIP SITE to determine any unique or unusual personal safety issues, which may be present.

RESPONSIBILITIES OF THE INTERNSHIP SITE

1. The INTERNSHIP SITE will provide opportunities for the intern to develop a broad and diverse role, including development of professional competence in, for example, assessment, intervention, counseling, consultation, and research.
2. The INTERNSHIP SITE will provide opportunities for the intern to develop professional competencies with a broad range of programs and populations, including but not limited to: general education, special education, bilingual education, age, disabilities, cultures, ethnicities, language proficiencies, and socioeconomic status.
3. The INTERNSHIP SITE will advise the UNIVERSITY of any personal safety issues, concerns or requirements that are pertinent to the location or specific area in which the student will be assigned.
4. The INTERNSHIP SITE will accept no more interns or graduate students from the UNIVERSITY than the INTERNSHIP SITE staff, space, and program permit; and except in pre-negotiated circumstances, any one supervisor will provide concurrent supervision for no more than two interns or students.

5. The INTERNSHIP SITE will provide the intern with a thorough orientation to the INTERNSHIP SITE administrative policies, standards and practices and other field experience competencies as outlined by the UNIVERSITY.
6. The INTERNSHIP SITE will assure that the intern will be free to participate in UNIVERSITY seminars regarding internship and will be able to spend at least one day (or 20% of time) each week to pursue individual professional goals and development.
7. The INTERNSHIP SITE will designate one school psychologist who has at least two years experience in school psychology to serve as the primary supervisor. After the first few months, the intern may also work with other experienced school psychologists for specific activities.
8. The INTERNSHIP SITE will assure that the designated supervisor will serve as a model school psychologist engaging in broad and diverse service delivery.
9. The INTERNSHIP SITE agrees that the designation of an intern supervisor is subject to the approval of the UNIVERSITY.
10. The INTERNSHIP SITE supervisor will evaluate intern competencies, oversee all intern professional activities in the district, and provide guidance throughout the intern's professional growth and development. All psychological or psychoeducational evaluation reports must be co-signed by the supervising credentialed school psychologist throughout the internship year.
11. The INTERNSHIP SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete periodic written evaluations of the intern's performance with written reports of that evaluation near the end of each university semester.
12. The INTERNSHIP SITE assures that the intern will receive face-to-face supervision for a minimum of two hours a week, although as many as four hours a week may be needed, especially at the beginning of the internship experience.
13. The INTERNSHIP SITE assures that the workload of the intern will not exceed seventy-five (75) percent of what a credentialed school psychologist would work; interns may serve one or two schools with a total intern/student ratio of no greater than approximately 1:1,000. It is presumed that all interns will maintain their assigned school placement(s) for the full academic school year. Any deviation from this should be made by cooperative agreement between the INTERNSHIP SITE supervisor or administrator and the UNIVERSITY supervisor.
14. The INTERNSHIP SITE assures that the intern will devote at least twenty (20) percent but not more than forty (40) percent of his or her time to psychoeducational evaluations and direct related services.
15. The INTERNSHIP SITE assures that the intern will be treated by the district as part of the professional staff; provides salary and benefits as specified in the district contract or in the attached addendum; provides a supportive work environment, adequate supplies, counseling and test materials, and access to computer, internet, and e-mail; encourages participation in district, SELPA, or county committees; and provides release to attend professional development experiences or professional association meetings.
16. The INTERNSHIP SITE may notify in writing to the UNIVERSITY, the desire to terminate or cancel any intern whose performance is unsatisfactory, whose personal characteristics prevent relationships within the INTERNSHIP SITE, or whose health status is a detriment to his/her successful completion of the internship. Prior to cancellation or termination, the INTERNSHIP SITE and the UNIVERSITY will consult about the proposed action.
17. The INTERNSHIP SITE will advise the University of any personal safety issues, concerns or requirements that are pertinent to the location or specific area in which the student will be assigned.

AGENDA ITEM BACKUP SHEET
June 12, 2012

Board Meeting

TITLE: **Approval of Contract with Paradigm Healthcare Services for Invoicing Reimbursement for Medi-Cal and Medi-Cal Administrative Activities Programs**

ITEM: **Consent**

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

PREPARED BY: **Gayle McLean, Program Specialist, Health Services**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to extend the contract with Paradigm Healthcare Services, the current contractor who processes claims for the District. The term of the proposed contract is July 1, 2012 through June 30, 2015.

On June 11, 1996, the Board authorized District participation in the LEA Medi-Cal reimbursement program. This program provides school districts with the federal portion of Medi-Cal funds for health related services already being provided to students. This reimbursement is for specific services, such as speech pathology, nursing services, audiology, various assessments, and medical transportation. School districts access these federal funds through the services of contractors who specialize in processing Medi-Cal and Medi-Cal Administrative Activities (MAA) reimbursement.

All revenue received through this program must be used to expand student health and human services and cannot be used to supplant existing expenditures. MAA is an additional claiming portion of the program that allows eligible agencies within counties to bill eligible administrative activities associated with Medi-Cal. These activities include Medi-Cal outreach, facilitating Medi-Cal application/eligibility, Medi-Cal non-emergency, non-Medi-Cal transportation; program planning and policy development, and administrative costs associated with these services.

RATIONALE:

Within its current three-year contract with Paradigm Healthcare Services, the District has received over \$10 million in reimbursement from Medi-Cal with fees of \$975,000 to Paradigm. The fees, as stated in the contract, are based on a defined percentage of District revenue for Medi-Cal billing and a fee per participant (\$112.50) for the MAA billing. The fee for Medi-Cal billing has been reduced to 13% of revenue received. The current contract will expire on June 30, 2012.

FUNDING:

Medi-Cal and Medi-Cal Administrative Activities Reimbursement Funds

RECOMMENDATION:

Approve the contract with Paradigm Healthcare Services for invoicing reimbursement for Medi-Cal and Medi-Cal Administrative Activities programs.



DL:GM:cvl



SERVICE AGREEMENT

This Service Agreement (“**Agreement**”) is entered into as of the 1st day of July 2012 between Paradigm HealthCare Services, LLC, a California Limited Liability Company (“**Paradigm**”) and Santa Ana Unified School District, a Local Education Agency (“**Client**”).

RECITALS

Paradigm is engaged in the business of providing Medicaid direct service and administrative claiming services to local education agencies, local governmental agencies, school districts, County offices of education, and local education consortia within the State of California.

Client desires to retain Paradigm, and Paradigm desires to be retained by Client, to provide the services described in greater detail below.

Accordingly, in consideration of the mutual obligations undertaken herein, THE PARTIES AGREE AS FOLLOWS:

TERMS

1. *Retention.*

Client hereby retains Paradigm and grants it the exclusive right to perform the services described below subject to the terms and conditions set forth in this Agreement.

2. *Term.*

This Agreement shall commence on the date first set forth above and shall continue in full force and effect through June 30, 2015 (“Initial Term”). Unless either party sends written notice to the other party at least 60 days prior to the end of the Initial Term or any subsequent term, this agreement shall automatically renew for an additional year on each July 1 following the Initial Term, subject to termination provisions herein. The phrase “Term of the Agreement” shall refer to the Initial Term and any subsequent renewal period. The phrase “Fiscal Year” as used in this Agreement shall refer to the period July 1 through June 30. The Agreement will govern activities required to be performed by either party to complete obligations undertaken under this Agreement, regardless whether those activities are to be performed during or after the Term of the Agreement.

3. *Paradigm LEA Billing Services.*

a. Program Implementation Services.

(1) Paradigm will assist Client with all start-up documentation required by the California Department of Health Care Services (“DHCS”) to enroll Client as a Medi-Cal Provider, and establish

Paradigm as the Client agent for purposes of submitting reimbursement requests under this Agreement.

(2) Paradigm will work with Client to assess program potential, establish provider and site databases for effective service tracking, and provide implementation training to Client program coordinator(s). This implementation process will be designed to identify areas of reimbursement and to facilitate an effective partnership between the Client and Paradigm.

b. Training and Materials.

(1) Paradigm will provide training to Client’s program coordinator(s), and healthcare providers as part of the initial contract implementation and at least annually thereafter. Training will include the following subject areas: DHCS audit requirements for Client’s LEA billing program; all necessary information and procedures for submitting Client billing data to Paradigm; and “best practices” to implement and maintain an optimized, audit-ready program.

(2) Paradigm will provide Client personnel with all necessary training materials including a proprietary “Coordinator’s Handbook” containing a detailed review of the rules and regulations governing the billing program. At Client’s request Paradigm will also make available its proprietary “provider forms” for use in documenting the delivery of healthcare services (available in paper and electronic versions).

c. Claims Preparation and Submission.

(1) **Eligibility.** Upon the commencement of LEA Billing Services under this Agreement and quarterly thereafter during the Term of the Agreement, Paradigm will use its proprietary algorithms and know-how to determine Medi-Cal eligibility and identify Medi-Cal numbers within limits imposed by the DHCS and county governments. Eligibility match information will be retained by Paradigm and will be used solely to provide services hereunder.

(2) **Claims Submittal.** Paradigm will make reasonable efforts to submit each Medi-Cal claim within thirty (30) days of receipt from Client of all information necessary for processing that claim. Paradigm will also make reasonable efforts to bill retroactive claims existing at the commencement of this Agreement so as to minimize revenue lost due to Medi-Cal’s one (1) year billing limit.

(3) **Review and Resubmittal.** Paradigm will monitor the submittal and payment process, review denials, suspensions and holds, as reported by DHCS, and make best efforts to resolve any challenged Client reimbursement claim.

d. Management Reports and Program Analysis. Paradigm will provide Client with periodic management reports using provider, procedure, and/or site parameters. The frequency of such reports will be determined by mutual agreement of Paradigm and Client.

e. Coordination with Client.

(1) **Information Sharing.** Paradigm will provide Client with information regarding program policy, interpretation of policy, and regulatory updates as applicable. Quarterly “Bulletins” will be provided to Client’s coordinator(s) to ensure timely communication about program changes and updates to Paradigm’s systems and processes.

(2) **Support.** Paradigm will provide a “Client Care Center” available for the use of Client’s program coordinator(s) and accessible via toll-free phone and email. A Paradigm Help Desk will be

available to Client program coordinator(s) and participants utilizing Paradigm’s web-based software, accessible via toll-free phone and email.

(3) **Audit and Site Visit Support.** Paradigm will provide Client personnel with training on audit requirements and program compliance. In the event of a program audit or review, Paradigm will assist in preparing for and responding to the audit to the extent permitted by DHCS and or any other auditing party.

f. Paradigm Technologies Software. Paradigm will make available its proprietary web-based software to assist Client in effective management of program participation, including at Client’s option, the Online Paradigm Technologies Student Health Network™. Note: Access to any Paradigm Technologies web-based applications requires acceptance of a separate, no-fee online Software License Agreement found at Paradigm’s website.

4. *Client’s LEA Billing Service Obligations.*

a. Program Coordinator(s). Client will make available designated personnel to assist with the implementation of Paradigm’s services, and coordinate with Client’s individual program participants.

b. Provider Logs. Client will maintain complete and accurate provider logs of all healthcare services provided by Client and will return the completed logs to Paradigm at the end of each month.

c. Student Data. Upon commencement of the Agreement and quarterly thereafter (October 1st, December 15th, March 15th, and June 15th), Client will provide Paradigm with a computer file in a format specified by Paradigm of all student data requested by Paradigm from Client’s computer systems or from the computer systems of the individual schools that Client comprises.

5. *Paradigm CRCS Services.*

Paradigm will prepare the annual Cost and Reimbursement Comparison Schedule (“CRCS”) Workbook in accordance with the claim guidelines approved by DHCS, based on information supplied by Client for each fiscal year, in accordance with the Term of the Agreement. Client will have final approval over the CRCS Workbook submission prepared by Paradigm.

6. *Client’s CRCS Obligations.*

Client will submit to Paradigm, in a format specified by Paradigm, all elements needed to complete the CRCS Workbook for each provider for whom reimbursement is sought. Documentation will be submitted to Paradigm no later than sixty (60) days after the end of the Fiscal Year for which the CRCS is to be submitted.

7. *Paradigm MAA Billing Services.*

a. Program Implementation Services.

(1) Paradigm will assist Client with the development and submission to the Lead County or Regional Agency (as defined by the DHCS, such as a Local Government Agency or Local Education Consortium) of an MAA Operational Plan encompassing each claiming unit (e.g., Nursing, Healthy Start) in accordance with the DHCS MAA Operational Plan instructions. Client will have final authority to approve such MAA Operational Plan prepared by Paradigm before submission to the Lead County or Regional Agency.

(2) Paradigm will work with Client to assess program potential, establish an optimized claim plan, and provide implementation training to Client program coordinator(s). This implementation process will be designed to identify areas of reimbursement and to facilitate an effective partnership between the Client and Paradigm.

b. Training and Materials.

(1) Paradigm will provide training to Client's program coordinator(s) as part of the initial contract implementation. Training will include the following subject areas: DHCS audit requirements for Client's MAA program; all necessary information and procedures for submitting MAA time surveys to Paradigm; and "best practices" to implement and maintain an optimized, audit-ready program.

(2) Paradigm will provide key personnel, who have been mutually agreed upon by Paradigm and Client, with the appropriate training, knowledge and skill to adequately complete time surveys and understand program activity codes. Paradigm will also make available a web-based "virtual training" for time survey participants that can be accessed at any time.

(3) Paradigm will provide Client personnel with all necessary training materials including a proprietary "Coordinator's Handbook" containing a detailed review of the rules and regulations governing the MAA program.

c. MAA Invoice Preparation and Submission.

(1) **Eligibility.** Upon the commencement of MAA Billing Services under this Agreement and quarterly thereafter during the Term of the Agreement, Paradigm will use its proprietary algorithms and know-how to determine Medi-Cal eligibility and identify Medi-Cal numbers within limits imposed by the DHCS and county governments. Eligibility match information will be retained by Paradigm and will be used solely to provide services hereunder.

(2) **Time Survey Review and Correction.** Paradigm will review all Client's submitted time surveys for compliance with DHCS school-based MAA directives, and will prepare a quarterly "Corrections Report" containing suggested changes to facilitate compliance with DHCS school-based MAA directives.

(3) **Invoice Processing.** Paradigm will assist Client in preparing the fiscal information needed to complete the MAA invoice. Paradigm will compile all invoice data it collects and prepare MAA invoices in accordance with the claim guidelines approved by DHCS, based on information supplied by Client for each fiscal quarter during the Term of the Agreement. Client will be afforded a reasonable opportunity to monitor Paradigm efforts, and will have final approval of the MAA invoices prior to submission by Paradigm.

(4) **Direct Charge.** Paradigm will assist Client in the calculation of direct charges, provided that Client supplies Paradigm with the information necessary to make such calculations in accordance with DHCS school-based MAA directives.

(5) **Agency Coordination.** Paradigm will coordinate the submittal of the MAA Operational Plan and MAA invoice to the County or Regional MAA Coordinator and provide information requested by regional, State and federal agencies as related to the MAA Operational Plan and invoices submitted thereunder.

d. Management Reports and Program Analysis. Paradigm will provide Client with periodic management reports using participant, site, and/or MAA participation parameters. The frequency of such reports will be determined by mutual agreement of Paradigm and Client.

e. Coordination with the Client.

(1) **Information Sharing.** Paradigm will provide Client with information regarding program policy, interpretation of policy, and regulatory updates as applicable. Quarterly “Bulletins” will be provided to Client’s coordinator(s) to ensure timely communication about program changes and updates to Paradigm’s systems and processes.

(2) **Support.** Paradigm will provide a “Client Care Center” available for the use of Client’s program coordinator(s) and accessible via toll-free phone and email. A Paradigm Help Desk will be available to Client program coordinator(s) and participants utilizing Paradigm’s web-based software, accessible via toll-free phone and email.

(3) **Audit and Site Visit Support.** Paradigm will provide Client personnel with training on audit requirements and program compliance. In the event of a program audit or review, Paradigm will assist in preparing for and responding to the audit to the extent permitted by DHCS and or any other auditing party.

f. Paradigm Technologies. Paradigm will make available its proprietary web-based software to assist Client in effective management of program participation, including at Client’s option, the online Paradigm Technologies, MAA Gateway™ time survey management system. Note: Access to any Paradigm Technologies web-based applications requires acceptance of a separate, no-fee online Software License Agreement found at Paradigm’s website.

8. *Client’s MAA Obligations.*

a. Program Coordinator(s). Client will make available designated personnel to assist with the implementation of Paradigm’s services, and coordinate with Client’s individual program participants.

b. MAA Operational Plan. Client will provide to Paradigm all pertinent information needed for developing each MAA Operational Plan in a timely manner. Client will designate individuals to serve as Paradigm contacts for the collection of such information.

c. Training. Client will ensure that appropriate personnel attend training and are trained to complete the time survey in accordance with DHCS school-based MAA directives.

d. DHCS Required Time Survey. Client will submit to Paradigm each quarterly time survey that is required by DHCS for each participant. All time surveys will be submitted to Paradigm no later than thirty (30) days after the time survey period was completed. Client will take reasonable actions to facilitate the changes as identified on Paradigm’s MAA “Corrections Report,” supplied to Client no less frequently than on a quarterly basis.

e. Direct Charge Documentation. Client will provide Paradigm with all documentation to support Client’s direct charge reimbursements in accordance with DHCS school-based MAA directives. Client will submit direct charge documentation to Paradigm no later than thirty (30) days after the end of the quarter for which it will apply.

f. MAA Invoice Submittal. Client will submit to Paradigm all elements needed to complete the detailed MAA invoice form for the claiming unit that undertook the activities for which reimbursement is sought. Client will submit documentation to Paradigm no later than sixty (60) days after the end of the quarter for which the invoice is to be submitted.

g. Compliance. Client will comply with enabling legislation, regulations, administrative claiming process directives, policies, and program letters of the DHCS, as well as directives from the Lead County or Regional Agency, and with the terms of the approved MAA Operational Plan, which define allowable MAA and processes for appropriate MAA reimbursements.

h. Student Data. Upon commencement of the Agreement and quarterly thereafter (October 1st, December 15th, March 15th, and June 15th), Client will provide Paradigm with a computer file in a format specified by Paradigm of all student data requested by Paradigm from Client's computer systems or from the computer systems of the individual schools Client comprises.

i. Documentation for Invoice Submittal. Client will cooperate with Paradigm and will provide Paradigm access to all personnel and files reasonably requested by Paradigm to assist Paradigm in its performance of MAA Invoice Preparation and Submission Services hereunder.

j. Data Processing. Client will be responsible for the accuracy and appropriateness of all MAA invoices and for compliance with all applicable laws and regulations regarding preparation of MAA invoices.

9. *Additional Client Obligations.*

In addition to the specific obligations set forth above, Client will take such other reasonable actions as Paradigm may request to facilitate Paradigm's provision of services under this Agreement.

10. *Fees and Payment Terms.*

a. Fees for LEA Services. The LEA Billing Services fee for claims submitted by Paradigm or originating during the Term of the Agreement will be equal to a sliding scale percentage of the gross amount paid to Client by DHCS (without including DHCS administrative deductions or holdbacks) ("DHCS Reimbursement") in each Fiscal Year or part of a Fiscal Year in which payment for such claims is paid to Client according to the following schedule:

13% of gross amounts paid to Client

For purposes of computing the DHCS Reimbursement for any Fiscal Year, all payments will be deemed to fall within the Fiscal Year in which payment is received by Client, regardless when the claim originates or is submitted to DHCS for payment. Nothing in this Paragraph shall constitute a limitation or waiver of Paradigm's entitlement to receive fees based on the foregoing schedule even after termination of the Agreement. Paradigm will invoice Client monthly based on payment received by Client from DHCS.

b. Fees for CRCS Services. The fee for each Fiscal Year for which CRCS services are rendered will be equal to the lesser of: (ii) \$100 per individual used in the final calculation of "Net Total Personnel Costs" as reported on Worksheets A and B or (i) \$7,500. Paradigm will invoice Client for CRCS services on an annual basis.

c. Fees for MAA Billing Services. The MAA Billing Services fee applicable to each fiscal quarter during the Term of the Agreement will be equal to \$112.50 multiplied by the sum of: (i) the number

of Time Survey participants claimed on Client's MAA Invoice for that fiscal quarter and (ii) the number of individuals identified as a direct charge in Client's MAA Invoice for that fiscal quarter. Paradigm will invoice Client quarterly based on MAA payments received by Client from DHCS.

Under existing law, the foregoing MAA fee arrangement will allow Client to recover as MAA reimbursable costs fifty percent (50%) of any fees charged by Paradigm. Any deviation from this fee arrangement may prevent Client from recovering these fees through the MAA reimbursement process.

d. Late Fees. Client will incur a late fee of two percent (2%) per month or any part thereof, or the maximum fee allowed by law, whichever is less, on any invoiced amount unpaid after sixty (60) days. The fees specified herein do not include taxes or similar surcharges, which are the sole responsibility of Client (excluding taxes on Paradigm's gross income).

e. Substitution of Alternative Fee Terms. In the event that any of the foregoing fee arrangements or any part thereof are or become inconsistent with applicable state or federal law, regulation, or court order, Paradigm may, in its sole discretion, and on thirty (30) days written notice, substitute a new fee arrangement. Provided however, such substitute fee arrangements shall not increase the total amount Client would otherwise have been required to pay Paradigm for services under this Agreement.

11. Protection of Confidential Information.

a. Definition. "Confidential Information" shall mean all information disclosed by either party to the other that, at the time of first disclosure: (i) is clearly marked "confidential" or "proprietary;" (ii) is otherwise disclosed under circumstances of confidence; or (iii) reasonably should be understood by the receiving party to be confidential. Client Confidential information shall include without limitation all Client student healthcare data and shall exclude any information that is or becomes publicly known through no fault of Paradigm, is already known by Paradigm at the time of disclosure, or is rightfully received or independently developed by Paradigm after disclosure. Paradigm's Confidential Information shall include without limitation all business, marketing, technical, financial, customer, supplier, or other information, data entry means, processed claiming data, instructions, management reports, data file specifications, instructional materials, algorithms, software, forms, boilerplate plans, technologies, and know-how related to making eligibility determinations, and data and results derived from the foregoing.

b. Protection of Confidential Information. Each party shall use reasonable and appropriate measures to safeguard and keep confidential all Confidential Information of the other party and shall not disclose, use, or copy any Confidential Information except as necessary to perform its obligations hereunder. Such reasonable and appropriate measures shall be no less than the measures taken by each to protect its own confidential information of a similar nature. Each party may disclose Confidential Information of the other party to its responsible employees and independent contractors providing such employees and independent contractors have a need to know such Confidential Information for purposes of fulfilling the party's obligations hereunder, have been informed of the confidentiality provisions of this Agreement, and have agreed in writing to be bound by such provisions to the same extent as the parties. Each party shall be responsible for any breach of the confidentiality provisions of this Agreement by its employees and independent contractors.

c. Retention of Confidential Information. Client authorizes Paradigm in its discretion to dispose of service documentation (including but not limited to paper-based documentation such as provider logs) in a manner that preserves the confidentiality of such documentation provided that no documentation of Medi-Cal eligible services shall be discarded earlier than three years after the

service date and no documentation of services that are not Medi-Cal eligible shall be discarded earlier than one (1) year after the service date.

d. Direct Control By Client. The parties acknowledge that, notwithstanding any other provision of this Agreement, Client has taken reasonable and appropriate steps to ensure that Paradigm's practices with respect to confidential student information comply with FERPA requirements and Client remains legally responsible for any FERPA violations that may occur in the course of Paradigm's performance of services under this Agreement.

e. Lawful Disclosure. This Paragraph shall not be construed as prohibiting either party from disclosing information to the extent required by law, regulation, or court order, provided such party notifies the other party promptly after becoming aware of such obligations and permits the other party to seek a protective order or otherwise to challenge or limit such required disclosure.

f. Continuing Obligations. The obligations contained in this Paragraph shall survive for a period of twenty (20) years after the expiration or termination of this Agreement.

12. Accuracy of Information.

a. Client Efforts. Client shall use its best efforts to insure that the information supplied to Paradigm hereunder shall be true, complete, and accurate in all respects. Client assumes sole responsibility, and Paradigm shall have no liability, for the truth, completeness and accuracy of all information supplied to Paradigm.

b. Paradigm Efforts.

(1) Paradigm shall make reasonable efforts to verify the completeness and accuracy of information underlying the claims it submits on Client's behalf. Due to the volume of data being processed from manual data entry forms and the necessity of correlating student records from several databases maintained by Paradigm, it is inevitable that some requests for reimbursement (or categories of requests or patients) will be denied due to incorrect or incomplete supporting data or healthcare insurance information. Paradigm will make reasonable efforts to minimize such denials. Client acknowledges that such denials are normal, and will not constitute a breach of Paradigm's obligations under this Agreement. Client's sole and exclusive remedy for any such reimbursement denial is to request that Paradigm re-bill any denied claims. Paradigm will determine in its sole and absolute discretion if such rebilling is reasonable and cost effective. Except as set forth in this paragraph, Paradigm shall not be liable, and Client shall have no remedy, for any reimbursement denial for healthcare or administrative services that are not reimbursable under state or federal law.

(2) Paradigm shall make reasonable efforts to submit all operational plans and claims made thereunder in a timely manner. However, Paradigm shall not be responsible in any way in the event that any operational plan or any claim made thereunder is submitted late or incomplete directly or indirectly because of the failure or delay by Client or its employees, students, agents or independent contractors in making all necessary information available to Paradigm, or any third party's failure or delay in submitting documentation to the DHCS.

(3) Client acknowledges that Paradigm is not providing Client with legal, medical or healthcare information or services and that any forms, software, and other materials supplied to Client hereunder are not intended to provide legal, medical, or healthcare advice.

13. Limitation of Liability.

In no event shall Paradigm be liable to Client for any incidental, indirect, consequential, special, or punitive damages arising out of or relating to this Agreement, including without limitation damages for lost reimbursements, lost healthcare services, or lost data, regardless of whether Paradigm has been advised of the possibility of such damages, and regardless of whether the claim for damages sounds in contract, tort, or other form of action. In the event Client elects not to utilize Paradigm's services to prepare its annual CRCS Workbook, or fails to make available information necessary to timely complete the Workbook, Paradigm will not be liable in any manner for resulting termination of Client from participation in the LEA Billing Option or for any resulting disallowance of Client claims. In no event shall Paradigm's total liability for damages to Client arising out of or related to this Agreement exceed the net fees paid to Paradigm hereunder during the six (6) month period preceding the date on which the first claim alleged to give rise to damages occurs, regardless of the number of claims, causes of action or amount of the alleged losses.

14. Licenses and Permits.

Client represents and warrants that: (a) it has all licenses and permits necessary or appropriate to render the medical services it currently provides to its students, and to be eligible for reimbursement from Medi-Cal; (b) Client will maintain such licenses in full force and effect during the term and all renewal terms of this Agreement; and (c) Client has all necessary authority, including approval by the Board of Education if necessary, to enter into this Agreement and to perform all of its obligations hereunder.

15. Indemnification.

a. Client's Indemnification Obligations. Client shall indemnify and hold harmless Paradigm, its managing members, employees, and agents against and from any and all liabilities, claims, demands, losses, damages, and expenses (including reasonable attorneys' fees and costs) arising from Client's actions relating to this Services Agreement or any request for reimbursement submitted by Paradigm on behalf of Client under this Services Agreement including without limitation: (i) breach of any provisions of this Services Agreement by Client; (ii) failure of Client or its health care providers, to provide any service for which reimbursement is sought; (iii) failure of Client or its health care providers to perform health care or related services in accordance with any professional standards applicable thereto; (iv) failure of the Client to provide accurate Confidential Information; or (v) failure of Client or its health care providers to obtain or maintain in good standing any licenses, permits or registrations required to render the healthcare and related services for which reimbursement is sought. Notwithstanding the foregoing, Client shall not be required to indemnify Paradigm hereunder to the extent that Paradigm is obligated to indemnify Client pursuant to the following paragraph.

b. Paradigm's Indemnification Obligations. Paradigm shall indemnify and hold harmless Client, its school board, officers, directors, employees, and agents against and from any and all claims, demands, losses, obligations, proceedings, debts, damages, causes of action, liability, costs and expenses (including reasonable attorneys' fees and costs), to the extent such claims arise from Paradigm's gross negligence or intentional misconduct in the course of performing the Services.

c. The indemnification rights set forth in this paragraph are conditional on the following: (i) the party seeking indemnification (each an "**Indemnified Party**") shall provide prompt written notice of any claim as to which indemnification is sought to the party from whom indemnification is sought (the "**Indemnifying Party**"), provided, however, that failure to give such notice shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that it is materially prejudiced thereby; (ii) all Indemnified Parties shall reasonably cooperate with the Indemnifying Party in the

defense and settlement of the underlying claim at no cost to the Indemnified Party; and (iii) the Indemnifying Party shall have full and exclusive authority to defend or settle the underlying claim, provided that the Indemnifying Party shall not enter into any settlement that includes an admission of liability by the Indemnified Party or injunction against any Indemnified Party without the consent of such Indemnified Party, such consent not to be unreasonably withheld or delayed, and provided further that each Indemnified Party shall have the right to participate in such claim with counsel of its own selection at its own expense.

16. Termination.

- a. For Cause.** Either party may terminate this Agreement upon written notice to the other party if the other party is in material breach of its obligations under this Agreement and such breach is not cured within thirty (30) days after receipt of written notice of the specific nature of such breach (or, in the case of nonpayment of fees within fifteen (15) days after receipt of written notice). The non-breaching party shall give its reasonable cooperation and assistance to the breaching party in any efforts made to cure such breach.
- b. Without Cause.** Subject to the limitation in Sub-paragraph c of this Paragraph, the parties may terminate this Agreement at any time by written agreement of both parties, effective as of the date specified in such agreement.
- c. Limit on CRCS Termination Without Cause.** Unless either party terminates Paradigm's performance of CRCS services upon written notice sent no later than 60 days prior to the end of a Fiscal Year for which the CRCS services apply, Paradigm will commence performance of such services and Client will be obligated to pay the full annual CRCS fee.
- d. Effect of Termination.** Upon the expiration or termination of this Agreement for any reason: (1) Paradigm shall submit for reimbursement and shall be entitled to receive payment pursuant to this Agreement for all claims arising from healthcare services provided by Client during the Term of this Agreement, provided that such claims are documented and submitted to Paradigm for reimbursement within six (6) months after the earlier of expiration or termination of this Agreement; (2) all fees Client owes to Paradigm shall immediately become due and payable; and (3) Client shall, upon request, return or destroy, at Paradigm's option, all Confidential Information received from Paradigm and shall certify to Paradigm its compliance with this provision.
- e. Survival of Terms.** All provisions of this Agreement which by their express terms extend beyond expiration or termination or which by their nature so extend shall survive expiration or termination, including but not limited to Paragraphs: "Protection of Confidential Information," "Limitation of Liability," "Indemnification," "Termination," "Paradigm Proprietary Rights," and "Miscellaneous."

17. Paradigm Proprietary Rights.

Client acknowledges and agrees that Paradigm retains all right, title, and interest, including without limitation all intellectual property rights, in and to Paradigm's Confidential Information (as defined above) and all forms, materials, submissions, and software prepared or supplied by Paradigm. Except as and to the extent otherwise provided in this Agreement, neither this Agreement nor Paradigm's performance of the Services shall give Client any ownership interest in or license to any of Paradigm's intellectual or other property.

18. *Miscellaneous.*

- a. Notice.** Any notice required or permitted to be given under this Agreement shall be in writing and may be delivered in person, by overnight courier, or by facsimile if confirmed by first class mail, or sent by certified or registered mail, addressed to the other party at the addresses set forth on the signature page of this Agreement. Notice will be effective as of the date personally delivered, or if by facsimile, when confirmed electronically by the sending facsimile machine, or otherwise when actually received.
- b. Relationship.** It is intended that the relationship of Paradigm to Client shall at all times be that of an independent contractor. Nothing contained in this Agreement is intended or to be construed so as to create any partnership, joint venture, employment, agency, franchise or other representative relationship between the parties. No party hereto, or their respective officers, directors, employees, or agents shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party, or to bind the other party to any contract, agreement, or undertaking with any third party.
- c. Governing Law.** This Agreement and the rights and obligations of the parties under it shall be subject to, governed by, construed, and enforced pursuant to the laws of the State of California without giving effect to any choice of law principles. Headings are for convenience only.
- d. Severability.** If any provision of this Agreement is held by a court or arbitrator to be invalid or unenforceable, the remaining portions of this Agreement shall remain in full force and effect, and such court or arbitrator shall be empowered to substitute provisions similar to said provision, or other provisions, so as to provide the parties the benefits intended by said provision, to the fullest extent permitted by applicable law.
- e. Arbitration.** Any dispute arising in connection with the interpretation or enforcement of this Agreement shall be resolved by compulsory binding arbitration under the auspices of and in accordance with the commercial arbitration rules of the American Arbitration Association (“AAA”) in San Francisco, California before a single arbitrator to be selected by mutual agreement of the parties or, failing such agreement, by AAA from a list of three arbitrators proposed by each side. The decision of the arbitrator will be final and not appealable. The arbitrator shall interpret and enforce this Agreement in accordance with the laws of the State of California. The arbitrator shall be empowered to award the prevailing party any remedy available in law or equity not specifically precluded by this Agreement, including without limitation injunctive or declaratory relief, and attorneys’ fees and costs.
- f. Other Remedies.** The parties acknowledge and agree that any actual or threatened misappropriation or infringement of intellectual property or breach of the confidentiality provisions of this Agreement will cause irreparable harm for which there is no adequate remedy at law, and accordingly, in addition to any other available remedies, a party may seek to enforce its rights with respect to the protection of confidential information or intellectual property hereunder through injunctive relief in any court of competent jurisdiction. In the event that any party is required to commence an action or arbitration to interpret or enforce any of the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys’ fees and costs.
- g. Force Majeure.** Neither party shall be liable for any delay or failure to perform its obligations hereunder (except for any obligation to pay fees) resulting from any cause beyond its reasonable control, including but not limited to acts of God, terrorism, weather, fire, explosions, floods, strikes,

work stoppages, slowdowns, industrial disputes, accidents, riots, civil disturbances, or acts of government.

h. Entire Agreement; Amendment. This Agreement, the online Software License Agreement, and Paradigm's Website Policies constitute the entire agreement between Client and Paradigm, superseding all prior and contemporaneous proposals, negotiations, communications and agreements, written or oral concerning the subject matter hereof. The provisions of these agreements shall be construed to give effect to all provisions therein to the greatest extent possible. In the event of any conflict between the agreements, they shall take precedence over one another in the following order, with each agreement listed taking precedence over all listed after it: this Agreement; the online Software License Agreement; and the Website Policies. This Agreement may be amended only by an instrument in writing signed by all parties.

i. Assignment. Client shall not assign or transfer this Agreement without the consent of Paradigm, which shall not be unreasonably withheld or delayed. Any assignment or transfer in violation hereof shall be null and void.

j. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, assignees and legal representatives. It creates no rights in any third parties including any individual in connection with which reimbursement is sought by Client.

k. Counterparts. This Agreement may be executed in any number of faxed or original counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by duly authorized persons to be effective as set forth herein.

PARADIGM:

PARADIGM HEALTHCARE SERVICES, LLC

By: Constance Laflamme

Print Name: Constance Laflamme

Title: Executive Director

Date: 3/22/2012

Address:

Attn: Constance Laflamme

311 California Street, Suite 200

San Francisco, California 94104

Phone: (415) 616-0920

Fax: (415) 616-0910

CLIENT:

SANTA ANA UNIFIED SCHOOL DISTRICT

By: _____

Print Name: _____

Title: _____

Date: _____

Address: _____

Phone: () -

Fax: () -

AGENDA ITEM BACKUP SHEET
June 12, 2012

Board Meeting

TITLE: **Ratification of Agreement with Orange County Superintendent of Schools for Training in Positive Behavioral Intervention and Supports and Violence Prevention Education Services for 2011-12 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 ratification of an agreement with the Orange County Department of Education (OCDE) to provide two elementary schools – Adams and Fremont - with Positive Behavioral Intervention and Support (PBIS) and Violence Prevention Education Services. With the addition of these two schools, there are now a total of twelve Santa Ana Unified School District schools that have applied and been selected to receive support and funding from OCDE for training in PBIS.

RATIONALE:

As a research-based system of positive behavioral management, PBIS is designed for school wide implementation. All schools within the OCDE PBIS program have agreed to identify, teach, reinforce, and monitor school-wide behavioral expectations in accordance with the training they receive in PBIS strategies through OCDE.

Very recent notification from OCDE of the award to Adams and Fremont Elementary schools resulted in inadequate time and necessitated a request for Board ratification. The total value of the current award for these two schools is \$1500 to be used to fund five substitutes per school for the PBIS training that occurred on May 30, 2012.

FUNDING:

Not Applicable

RECOMMENDATION:

Ratify the Agreement with Orange County Superintendent of Schools for Training in Positive Behavioral Intervention and Supports and Violence Prevention Education Services for 2011-12 school year.

A handwritten signature in black ink, appearing to be the initials 'DL'.

DL:cvl

AGREEMENT FOR PROVISION OF
POSITIVE BEHAVIORAL INTERVENTION AND SUPPORTS
AND VIOLENCE PREVENTION EDUCATION SERVICES
BETWEEN
ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
AND
SANTA ANA UNIFIED SCHOOL DISTRICT
FISCAL YEAR 2011/2012

THIS AGREEMENT, entered into this 17th day of April, 2012, which date is enumerated for purposes of reference only, is by and between Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as "SUPERINTENDENT," and Santa Ana Unified School District, hereinafter referred to as "DISTRICT."

WITNESSETH:

WHEREAS, SUPERINTENDENT has entered into an Agreement with the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," to offer Positive Behavioral Intervention and Supports and Violence Prevention Education Services to the residents of Orange County; and

WHEREAS, SUPERINTENDENT has entered into an Agreement with the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," to offer Positive Behavioral Intervention and Supports and Violence Prevention Education Services to the residents of Orange County; and

WHEREAS, SUPERINTENDENT is desirous of contracting with DISTRICT, subject to the approval of the County Administrator, hereinafter referred to as "ADMINISTRATOR," for the provision of the replacement of personnel from the designated and approved substitute staff roster to attend trainings in order to comply with the Agreement with COUNTY to provide Positive Behavioral Intervention and Supports (PBIS) Services to the residents of Orange County; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. ALTERATION OF TERMS

This Agreement, together with Exhibit A, attached hereto and incorporated herein by reference, fully expresses all understanding of SUPERINTENDENT and DISTRICT with respect to the subject matter of this Agreement, and shall constitute the total Agreement between the parties for these purposes. No addition to, or alteration of, the terms of this Agreement, whether written or verbal, shall be valid unless made in writing and formally executed and approved by SUPERINTENDENT, DISTRICT, and ADMINISTRATOR.

2. COMPENSATION

A. SUPERINTENDENT shall compensate DISTRICT up to a maximum obligation of One thousand five hundred dollars (\$1,500.00) for the term of this Agreement, for services provided as identified herein in Section 12, SERVICES TO BE PROVIDED. DISTRICT must submit invoices to SUPERINTENDENT 10

later than June 15, 2012. DISTRICT agrees that failure of DISTRICT to timely claim reimbursement as required in this Agreement shall result in the inability of SUPERINTENDENT to pay DISTRICT for such services due to funding requirements of COUNTY.

B. Reimbursement for designated and approved substitute staff costs includes salary and benefits at the rate specified in Exhibit A and shall not exceed a total of One hundred fifty dollars (\$150.00) per day per substitute staff.

C. DISTRICT shall receive no compensation for the services provided pursuant to this agreement other than the rate set forth above.

D. The obligation of SUPERINTENDENT under this Agreement is contingent upon the availability of funds furnished by COUNTY. In the event that such funding is terminated or reduced, this Agreement may be terminated. SUPERINTENDENT shall give DISTRICT written notification of such termination as specified in the Termination subparagraph of this Agreement. Notice shall be deemed served on the date of mailing.

E. DISTRICT agrees that failure of DISTRICT to timely claim reimbursement is required in this AGREEMENT shall result in the inability of SUPERINTENDENT to pay DISTRICT for such services due to funding requirements of COUNTY.

F. Payment shall be mailed to: Santa Ana Unified School District, 1601 East Chestnut Avenue, Santa Ana, California 92701, or at such other place as DISTRICT may designate in writing.

G. SUPERINTENDENT and DISTRICT may mutually agree, in writing with approval of COUNTY, to modify paragraph 2 above.

3. COMPLIANCE

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

1. SUPERINTENDENT shall ensure that DISTRICT is made aware of the relevant policies and procedures relating to ADMINISTRATOR's Compliance Program, which is referenced herein and is available for download at www.ochealthinfo.com/admin/compliance.

2. DISTRICT shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of ADMINISTRATOR's Compliance Program and related policies and procedures.

3. SUPERINTENDENT has the option to adhere to ADMINISTRATOR's Compliance Program or establish its own provided it has been approved and accepted by ADMINISTRATOR's Compliance Officer.

4. Upon approval of SUPERINTENDENT's Compliance Program by ADMINISTRATOR's Compliance Officer, DISTRICT shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of SUPERINTENDENT's Compliance Program and related policies and procedures.

5. Failure of DISTRICT to submit its Compliance Program and relevant policies and procedures shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60) calendar days of such notice from SUPERINTENDENT shall constitute grounds for termination of this Agreement as to the non-

complying party.

B. CODE OF CONDUCT - ADMINISTRATOR has developed a Code of Conduct for adherence by ADMINISTRATOR's employees and contract providers.

1. SUPERINTENDENT shall ensure that DISTRICT is made aware of ADMINISTRATOR's Code of Conduct, which is referenced herein and is available for download at www.ochealthinfo.com/admin/compliance.

2. DISTRICT shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of ADMINISTRATOR's Code of Conduct.

3. SUPERINTENDENT has the option to adhere to ADMINISTRATOR's Code of Conduct or establish its own provided it has been approved and accepted by ADMINISTRATOR's Compliance Officer.

4. Upon approval of SUPERINTENDENT's Code of Conduct by ADMINISTRATOR, DISTRICT shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of SUPERINTENDENT's Code of Conduct.

5. DISTRICT shall submit to SUPERINTENDENT a signed acknowledgement and agreement that DISTRICT shall comply with SUPERINTENDENT or ADMINISTRATOR's Code of Conduct.

6. Failure of DISTRICT to timely submit the acknowledgement of SUPERINTENDENT or ADMINISTRATOR's Code of Conduct shall constitute a material breach of this Agreement, and failure to cure such breach within sixty (60) calendar days of such notice from SUPERINTENDENT shall constitute grounds for termination of this Agreement as to the non-complying party.

D. COMPLIANCE TRAINING - SUPERINTENDENT shall make ADMINISTRATOR's General Compliance Training and Provider Compliance Training, where appropriate, available to DISTRICT and its Covered Individuals.

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

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

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

4. EMPLOYEE ELIGIBILITY VERIFICATION

DISTRICT warrants that it shall fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees, sub-subcontractors and consultants performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. DISTRICT shall obtain, from all employees, sub-subcontractors and consultants performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986,

8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. DISTRICT shall retain all such documentation for all covered employees, subcontractors and consultants for the period prescribed by the law.

5. INDEMNIFICATION

A. DISTRICT agrees to indemnify, defend with counsel approved in writing by SUPERINTENDENT and COUNTY, and hold SUPERINTENDENT and COUNTY, their elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY'S Board of Supervisors acts as the governing Board ("COUNTY INDEMNITIES") harmless from any claims, demands, or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by DISTRICT pursuant to this Agreement. If judgment is entered against DISTRICT, SUPERINTENDENT, and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITIES, then DISTRICT, SUPERINTENDENT, and COUNTY agree that liability will be apportioned as determined by the court. None of the parties shall request a jury apportionment.

B. SUPERINTENDENT agrees to indemnify, defend with counsel approved in writing by DISTRICT and COUNTY, and hold DISTRICT and COUNTY, their elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY'S Board of Supervisors acts as the governing Board ("COUNTY INDEMNITIES") harmless from any claims, demands, or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by DISTRICT pursuant to this Agreement. If judgment is entered against DISTRICT, SUPERINTENDENT, and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITIES, then DISTRICT, SUPERINTENDENT, and COUNTY agree that liability will be apportioned as determined by the court. None of the parties shall request a jury apportionment.

6. INSPECTIONS AND AUDITS

A. SUPERINTENDENT, ADMINISTRATOR, or any authorized representative of COUNTY shall have access to any books, documents, and records, including but not limited to, financial records of DISTRICT that are directly pertinent to this Agreement, for the purpose of responding to an audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth in the Records Management and Maintenance paragraph of this Agreement. Such persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the premises in which they are provided.

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

C. AUDIT RESPONSE

1. Following an audit report, in the event of non-compliance with applicable laws and regulations governing funds provided through this Agreement, SUPERINTENDENT may terminate this Agreement as

provided for in the Termination paragraph or direct DISTRICT to immediately implement appropriate corrective action. A plan of corrective action shall be submitted to SUPERINTENDENT and ADMINISTRATOR in writing within thirty (30) calendar days after receiving notice from SUPERINTENDENT and/or ADMINISTRATOR.

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

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

7. LICENSES AND LAW

A. DISTRICT shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, State of California, COUNTY, and any other applicable governmental agencies. DISTRICT shall notify SUPERINTENDENT immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of an appeal, permits, licenses, approvals, certificates, waivers and exemptions. Said inability shall be cause for termination of this Agreement.

B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

1. DISTRICT agrees to furnish to SUPERINTENDENT within thirty (30) calendar days of the award of this Agreement:

a. A certification that DISTRICT has fully complied with all applicable federal and state reporting requirements regarding its employees;

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

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

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

8. NONDISCRIMINATION

A. EMPLOYMENT

1. During the performance of this Agreement, DISTRICT shall not unlawfully discriminate against any employee or applicant for employment because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability. DISTRICT shall warrant that the evaluation and treatment of employees and applicants for employment are free from discrimination in the areas of employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for employment, notices from SUPERINTENDENT and/or ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

2. All solicitations or advertisements for employees placed by or on behalf of DISTRICT shall state that all qualified applicants will receive consideration for employment without regard to ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability. Such requirement shall be deemed fulfilled by use of the phrase "an equal opportunity employer."

3. Each labor union or representative of workers with which DISTRICT has a collective bargaining agreement or other contract or understanding must post a notice advising the labor union or workers' representative of the commitments under this Nondiscrimination paragraph and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

B. PERSONS WITH DISABILITIES - DISTRICT agrees to comply with the provisions of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.A. 794 et seq., as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 U.S.C.A. 12101, et seq.), pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs or activities, as they exist now or may be hereafter amended together with succeeding legislation.

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

9. PAYMENTS

A. SUPERINTENDENT shall pay DISTRICT for the actual costs of providing the services hereunder; provided, however, the total of such payments does not exceed DISTRICT'S Maximum Obligation; and provided further, DISTRICT'S costs are reimbursable pursuant to County, State, and Federal Regulations.

B. DISTRICT'S billings shall provide such information as is required by SUPERINTENDENT. Payments to DISTRICT should be released by SUPERINTENDENT no later than thirty (30) calendar days after receipt of the correctly completed billing form.

C. All billings to SUPERINTENDENT shall be supported by DISTRICT, by source documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided.

D. SUPERINTENDENT may withhold or delay any payment if DISTRICT fails to comply with any provision of this Agreement.

E. DISTRICT shall not claim reimbursement for services provided beyond the expiration and/or termination of this Agreement, except as may otherwise be provided under this Agreement.

F. DISTRICT shall receive no compensation for the services provided pursuant to this Agreement other than the rate set forth above.

G. DISTRICT shall be required to obtain prior written approval from SUPERINTENDENT'S designated Special Projects staff noted below for any budget adjustments:

Shannon Anderson
Senior Project Accountant
200 Kalmus Drive
Costa Mesa, CA 92626
Telephone: (714)966-4074
Fax: (714)668-7942
Email: sanderson@ocde.us

10. RECORDS MANAGEMENT AND MAINTENANCE

A. DISTRICT, shall, throughout the term of this Agreement, prepare, maintain and manage records appropriate to the services provided and in accordance with this Agreement and all applicable requirements.

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

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

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

E. If DISTRICT is unable to meet the record location criteria above, SUPERINTENDENT and ADMINISTRATOR may provide written approval to DISTRICT to maintain records in a single location, identified by DISTRICT.

11. REPORTS

A. DISTRICT shall be required to submit to SUPERINTENDENT fiscal and/or programmatic reports, as requested by SUPERINTENDENT.

B. Additional Reports: Upon SUPERINTENDENT's request, DISTRICT shall make such additional reports available, as required by SUPERINTENDENT concerning DISTRICT's activities as they affect the services hereunder. SUPERINTENDENT shall be specific to the information requested and allow thirty (30) calendar days for DISTRICT to respond.

12. SERVICES TO BE PROVIDED

DISTRICT shall provide the replacement of personnel from the designated and approved substitute roster so personnel can attend trainings to SUPERINTENDENT for the duration of the Agreement in a thorough and timely manner in accordance with Exhibit A of this Agreement.

13. SPECIAL PROVISIONS

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

1. Making cash payments to intended recipients of services through this Agreement.
2. Supplanting current funding for existing services.
3. Purchase of gifts, meals, entertainment, awards, or other personal expenses for DISTRICT's staff.
4. Making personal loans to DISTRICT's staff or making salary advances or giving bonuses to

DISTRICT's staff.

5. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the Federal Office of Personnel Management (OPM). The OPM Executive Salary Schedule may be found at www.opm.gov.

14. STATUS OF DISTRICT

A. DISTRICT is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement.

B. DISTRICT warrants that it has all necessary licenses required to perform the services required by the terms of this Agreement.

C. DISTRICT is entirely responsible for compensating staff, subcontractors, and consultants employed by DISTRICT. This Agreement shall not be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY, SUPERINTENDENT, and DISTRICT or any of DISTRICT's employees, agents, consultants, or subcontractors. DISTRICT understands and agrees that he/she and all his/her employees shall not be considered officers, employees or agents of SUPERINTENDENT, and are not entitled to benefits of any kind or nature normally provided employees of SUPERINTENDENT and/or to which SUPERINTENDENT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. DISTRICT 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 DISTRICT's employees.

D. DISTRICT assumes exclusively the responsibility for the acts of its employees, agents, consultants, or subcontractors as they relate to the services to be provided during the course and scope of their employment.

E. DISTRICT, its agents, employees, consultants, or subcontractors, shall not be entitled to any rights or privileges of SUPERINTENDENT or COUNTY employees and shall not be considered in any manner to be SUPERINTENDENT or COUNTY employees.

15. TAX LIABILITY

DISTRICT shall report and pay all applicable federal, state, and local income taxes or similar levies as a result of any monies paid by SUPERINTENDENT under this Agreement. DISTRICT shall indemnify, defend and hold COUNTY and SUPERINTENDENT harmless from all liability, claims, losses, demands, including defense costs and attorney fees, whether resulting from court action or otherwise, in the event that any taxing authority or other agency attempts to obtain from COUNTY or SUPERINTENDENT any such monies, or penalties or interest imposed, resulting from any failure of DISTRICT to comply with the provisions of this paragraph.

16. TERM

The term of this Agreement shall commence on May 30, 2012 and terminate no later than May 30, 2012; provided, however, DISTRICT shall be obligated to perform such duties as would normally extend beyond this term including, but not limited to, obligations with respect to indemnification, audits, reporting, and accounting. This Agreement shall be void unless approved by ADMINISTRATOR.

17. TERMINATION

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

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

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

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

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

D. CONTINGENT FUNDING

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

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

b. Inclusion of sufficient funding for the services hereunder in the applicable budget approved by the Board of Supervisors.

2. The obligation of SUPERINTENDENT under this AGREEMENT is contingent upon the

availability of funds furnished by COUNTY. In the event that such funding is terminated or reduced, this AGREEMENT may be terminated, and SUPERINTENDENT'S fiscal obligations hereunder shall be limited to a pro-rated amount of funding actually received by the SUPERINTENDENT under the grant. SUPERINTENDENT shall provide DISTRICT written notification of such termination. Notice shall be deemed given when received by the DISTRICT or no later than three (3) days after the day of mailing, whichever is sooner.

18. NOTICES. All notices, claims, correspondence, reports, and/or statements authorized or required by this Agreement shall be addressed as follows:

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

DISTRICT: Santa Ana Unified School District
1601 East Chestnut Avenue
Santa Ana, California 92701
Attn: _____

19. TOBACCO USE POLICY. In the interest of public health, SUPERINTENDENT provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by the SUPERINTENDENT pursuant to SUPERINTENDENT'S Policy 400.15. Failure to abide with conditions of this policy could result in the termination of this AGREEMENT.

20. DELEGATION AND ASSIGNMENT. DISTRICT may not delegate the obligations hereunder, either in whole or in part, without prior written consent of SUPERINTENDENT and ADMINISTRATOR. This AGREEMENT shall not terminate or alter the responsibilities of SUPERINTENDENT to COUNTY to assure that all activities and provisions described in COUNTY'S Agreement with SUPERINTENDENT shall be carried out.

21. COMPLIANCE WITH APPLICABLE LAWS. The services completed herein must meet the approval of SUPERINTENDENT and COUNTY, and shall be subject to SUPERINTENDENT's general right of inspection to secure the satisfactory completion thereof. DISTRICT 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 DISTRICT, DISTRICT's business, equipment and personnel engaged in operations covered by this AGREEMENT or occurring out of the performance of such operations.

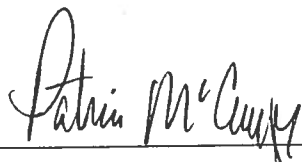
22. NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

23. SEVERABILITY. If any term, condition or provision of this AGREEMENT or application thereof to any person or circumstances is held by a court of competent jurisdiction to be invalid, void, or unenforceable, or if any provision of this AGREEMENT contravenes any federal, state or county statute, ordinance, or regulation, the

remaining provisions of this AGREEMENT or application thereof will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

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.

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



Authorized Signer

April 17, 2012

DATE

Name of Organization: Orange County Superintendent of Schools
Address: 200 Kalmus Drive
Costa Mesa, CA 92626

Authorized Signer

DATE

Name of Organization: Santa Ana Unified School District
Address: 1601 East Chestnut Avenue
Santa Ana, CA 92701

ADMINISTRATOR (Approved as to Form)

Name of Organization: County of Orange, Health Care Agency
Address: HCA/Contract Development and Management
405 W 5th Street
Santa Ana, CA 92701

EXHIBIT "A"
Santa Ana Unified School District
Participating Schools

<u>School</u>	<u>Allocation Per School</u>
---------------	------------------------------

✓ PBIS Launch: 5 teachers x 2 schools x 1 day at a substitute reimbursement rate of up to \$150.0 per day

Substitute reimbursement rate based on actual costs including statutory benefits not to exceed \$150.00 per day.

Year 1 2012-2013 Cadre

Adams Elementary	\$750
Fremont Elementary	\$750
Total district contract for 2 schools- Exhibit A	\$1,500

AGENDA ITEM BACKUP SHEET

June 12, 2012

Board Meeting

TITLE: **Ratification of Approval of Second Amendment to Memorandum of Understanding Between City of Santa Ana and Santa Ana Unified School District Regarding District Chief of School Police Services**

ITEM: **Consent**

SUBMITTED BY: **Michael P. Bishop, Sr., CBO, Deputy Superintendent, Operations**

PREPARED BY: **Michael P. Bishop, Sr., CBO, Deputy Superintendent, Operations**

BACKGROUND INFORMATION:

The purpose of this agenda item is to approve the second amendment to the Memorandum of Understanding (MOU) between the City of Santa Ana and Santa Ana Unified School District (SAUSD) regarding SAUSD Chief of School Police Services.

At the Board meeting of February 22, 2011, the Board approved to amend the Memorandum of Understanding for a City of Santa Ana Police Lieutenant to act as the District's Chief of School Police Services for a term of 12 month. At this time, Administration desire to amend the termination provision to a period of ninety (90) days and extend the term of said MOU from February 23, 2012, through June 30, 2015.

The District currently operates a School Police Services program to provide security and safety services for the District's campuses, students, personnel, and visitors. The renewal of the SAUSD's Chief of School Police Services MOU will enable the continuity to oversee the District's School Police Services, collaboration between the City of Santa Ana and SAUSD to provide student and staff safety, maximize police services, and enable critical interoperability between police departments.

The City of Santa Ana will submit to the District an invoice on a quarterly basis and the District will make payment to the City within 30 days of the date of the City's statement.

FUNDING: General Fund
Management Pay Schedule-Grade 52 – \$9,186 - \$10,286, plus benefits

RECOMMENDATION:

Approve second amendment to Memorandum of Understanding between City of Santa Ana and Santa Ana Unified School District regarding SAUSD Chief of School Police Services.

MB:mm



**SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SANTA ANA AND THE
SANTA ANA UNIFIED SCHOOL DISTRICT REGARDING SCHOOL
DISTRICT CHIEF OF SCHOOL POLICE SERVICES**

THIS SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING is entered into on _____ 2012, by and between the Santa Ana Unified School District (hereinafter referred to as the "District") and the City of Santa Ana (hereinafter referred to as the "City").

RECITALS:

- A. District and City entered into said Memorandum of Understanding No. N-2010-023, dated February 23, 2010 (hereinafter "said MOU") under which the City, by and through the Santa Ana Police Department Chief of Police, assigned a City Police Lieutenant to perform the services of a District Chief of School Police Services for the District's school police program.
- B. District and City entered into First Amendment to Agreement No. N-2010-023-001, dated February 22, 2011, under which the parties agreed to extend the duration of said MOU for an additional one-year period.
- C. In accordance with the terms and conditions of said MOU, City and District (hereinafter "the parties") wish to amend the termination provision to a period of ninety (90) days and extend the term of said MOU from February 23, 2012 through June 30, 2015.

WHEREFORE, in consideration of the covenants contained in said MOU, and subject to all the terms and conditions of said MOU, except those amended in this Second Amendment to said MOU, the parties agree as follows:

1. Section 3, DURATION, shall be amended to extend the duration of said MOU from February 23, 2012 through June 30, 2015. In order to provide continuous uninterrupted service, all services provided by City since February 23, 2012, shall be included within the scope of agreement. All other conditions set forth in Section 3 of said MOU shall remain in full force and effect.
2. Section 4, TERMINATION, shall be amended to provide for ninety (90) days written notice of termination, such that it reads as follows:

"At any time either party may terminate the MOU, without cause, by giving ninety (90) days written notice to the other party. In the event of termination, the City shall be paid its compensation due as of the effective date of the termination.

3. Except as hereinabove amended, all terms and conditions of said MOU shall remain in full force and effect.
4. The individuals signing said MOU have the authority to commit the party they represent to the terms of said MOU, and do so commit by signing.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to said MOU in the County of Orange, State of California.

**SANTA ANA UNIFIED
SCHOOL DISTRICT**

CITY OF SANTA ANA

BY: _____
THELMA MELENDEZ, Ph.D.
District Superintendent

BY: _____
PAUL M. WALTERS
City Manager

ATTEST:

ATTEST:

BY: _____
MICHAEL BISHOP, SR.
District Deputy Superintendent

BY: _____
MARIA D. HUIZAR
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

BY: _____
ATTORNEY FOR DISTRICT

BY: _____
Teresa L. Judd
Assistant City Attorney

AGENDA ITEM BACKUP SHEET
June 12, 2012

Board Meeting

TITLE: Ratification of Purchase Order Summary and Listing of Orders
\$25,000 and Over for Period of May 9, 2012, Through May 22, 2012

ITEM: Consent

SUBMITTED BY: Michael P. Bishop, Sr., CBO, Deputy Superintendent, Operations

PREPARED BY: Jonathan Geiszler, Director, Purchasing and Stores

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board ratification of the Purchase Order Summary and Listing of orders \$25,000 and over for the period of May 9, 2012, through May 22, 2012.

RATIONALE:

The Purchase Order Summary consists of all orders created during the period of May 9, 2012, through May 22, 2012. A detailed listing is also included for orders \$25,000 and over for various items and services.

FUNDING:

Not Applicable

RECOMMENDATION:

Ratify Purchase Order Summary and Listing of orders \$25,000 and over for the period of May 9, 2012, through May 22, 2012.

MB:mm





Santa Ana Unified School District

Michael P. Bishop, Sr., CBO
Deputy Superintendent,
Operations

Thelma Meléndez de Santa Ana, Ph.D.
Superintendent

Date: June 5, 2012
To: Thelma Meléndez de Santa Ana, Ph.D., Superintendent
From: Michael P. Bishop, Sr., CBO, Deputy Superintendent, Operations
Subject: Purchase Order Summary: From 09-APR-2012 Through 22-MAY-2012

Fund 01 General Fund	\$2,661,047.11
Fund 12 Child Development	\$21,868.00
Fund 13 Cafeteria Fund	\$243,969.35
Fund 14 Deferred Maintenance Fund	\$23,800.12
Fund 24 SAUSD GO Bond, 2008 Election, Series A Building Fund	\$194,559.99
Fund 25 Capital Facilities Fund	\$91,552.14
Fund 26 Measure G Bond	\$289,578.91
Fund 27 Qualified School Construction Bond	\$749,071.39
Fund 28 Measure G	\$41,214.44
Fund 35 County School Facilities Fund	\$1,772,986.31
Fund 49 Capital Project Fund for Blended Component Units (CFD)	\$93,806.01
Fund 68 Workers' Compensation	\$23,766.28
Fund 81 Property & Liability	\$1,306.18
Grand Total:	\$5,722,047.68

Prepared By: Jonathan Geiszler, Director of Purchasing & Stores

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

BOARD OF EDUCATION

Rob Richardson, President • José Alfredo Hernández, J.D., Vice President
Audrey Yamagata-Noji, Ph.D., Clerk • John Palacio, Member • Roman Reyna, Member

SAUSD Board of Education Purchase Order Listing \$25,000 and Over

From 09-MAY-2012 Through 22-MAY-2012 Page: 1 of 8

PO No. Vendor BOA Date

Funding	Description	Location	Amount
266715	DIGITAL NETWORKS GROUP, INC. 2nd Sale-Qualified Non-Capitalized School Construction Equipment Bond	EDISON ELEMENTARY SCHOOL	\$171,015.63
	2nd Sale-Qualified School Construction Bond	EDISON ELEMENTARY SCHOOL	\$77,137.69
266726	DIGITAL NETWORKS GROUP, INC. SAUSD GO Bond, 2008 Election, Series A	SADDLEBACK HIGH SCHOOL	\$51,157.16
	2nd Sale-Qualified Non-Capitalized School Construction Equipment Bond	SADDLEBACK HIGH SCHOOL	\$366,364.43
	2nd Sale-Qualified School Construction Bond	SADDLEBACK HIGH SCHOOL	\$114,848.24
270084	ERIC BATHEN Unrestricted Discretionary Accounts	Legal Audit and Election Contracts	2011/06/28 \$403,733.76
		HUMAN RESOURCES DIVISION	
270089	VAVRINEK TRINE DAY COMPANY, LLP Unrestricted Discretionary Accounts	Legal Audit and Election Contracts	2011/06/28 \$88,800.00
		BUSINESS SERVICES DIVISION	
270347	OCTA Unrestricted - Community Day Schools	Transportation Contracts Other	COMMUNITY DAY HIGH SCHOOL
			\$34,000.00
271256	JJJ FLOOR COVERING, INC. Ongoing & Major Maintenance Account	Maintenance Contracts Repairs	BUILDING SERVICES
			\$17,719.82
	Ongoing & Major Maintenance Account	Maintenance Contracts Repairs	BUILDING SERVICES
			\$50,009.38
	Deferred Maintenance Fund	Maintenance Contracts Repairs	BUILDING SERVICES
			\$17,842.07
	Measure G Bond Series B		MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL
			\$24,566.18

SAUSD Board of Education Purchase Order Listing \$25,000 and Over

From 09-MAY-2012 Through 22-MAY-2012 Page: 2 of 8

PO No. Vendor BOA Date

Funding	Description	Location	Amount
271256	JJJ FLOOR COVERING, INC. Measure G Series D	MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	\$30,598.34
OPSC School Facilities Bond	Building Contractor	FACILITIES/GOVERNMENTAL RELATIONS	\$48,628.99
OPSC School Facilities Bond		MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	\$23,014.18
OPSC School Facilities Bond		SANTA ANA HIGH SCHOOL	\$17,267.64
OPSC School Facilities Bond		WILLARD INTERMEDIATE SCHOOL	\$14,555.54
271258	T J JANCA CONSTRUCTION, INC. Ongoing & Major Maintenance Maintenance Account Contracts Repairs	BUILDING SERVICES	\$3,700.00
Ongoing & Major Maintenance Account Contracts Repairs	Maintenance Contracts Repairs	BUILDING SERVICES	\$29,794.38
SAUSD GO Bond, 2008 Election, Series A	Building Improvements	SANTA ANA HIGH SCHOOL	\$555.40
SAUSD GO Bond, 2008 Election, Series A		WILSON ELEMENTARY SCHOOL	\$37,500.00
Capital Facilities Fund	Consultant Noninstructional	DISTRICTWIDE	\$8,292.86
Capital Facilities Fund		WALKER ELEMENTARY SCHOOL	\$83,259.28
Measure G Bond Series B		HOOVER ELEMENTARY SCHOOL	\$193.48
Measure G Bond Series B		JACKSON ELEMENTARY SCHOOL	\$193.48
Measure G Bond Series B		LOWELL ELEMENTARY SCHOOL	\$193.48
Measure G Bond Series B		MADISON ELEMENTARY SCHOOL	\$5,606.47

SAUSD Board of Education Purchase Order Listing \$25,000 and Over

From 09-MAY-2012 Through 22-MAY-2012

Page: 3 of 8

PO No.	Vendor		BOA Date
Funding	Description	Location	Amount
271258	T J JANCA CONSTRUCTION, INC.		
Measure G Bond Series B		SIERRA PREPARATORY ACADEMY	\$22,875.33
Measure G Bond Series B		SIERRA PREPARATORY ACADEMY	\$20,224.58
Measure G Bond Series B		MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	\$3,173.48
Measure G Bond Series B		SANTA ANA HIGH SCHOOL	\$10,912.05
Measure G Bond Series B		WILLARD INTERMEDIATE SCHOOL	\$434.62
Measure G Bond Series B		SPURGEON INTERMEDIATE SCHOOL	\$193.48
Measure G Bond Series B		CENTURY HIGH SCHOOL	\$193.48
Measure G Bond Series B		EL SOL SCIENCE & ARTS ACADEMY	\$512.02
1st Issuance Qualified School Construction		MONTE VISTA ELEMENTARY SCHOOL	\$11,030.00
Measure G Series D		MONTE VISTA ELEMENTARY SCHOOL	\$7,865.75
OPSC School Facilities Bond	Building Contractor	FACILITIES/GOVERNMENTAL RELATIONS	\$103,163.27
OPSC School Facilities Bond		EDISON ELEMENTARY SCHOOL	\$44,020.00
OPSC School Facilities Bond		MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	\$5,900.00
OPSC School Facilities Bond		SPURGEON INTERMEDIATE SCHOOL	\$4,283.59
Community Facilities District 2005 Central Park		VALLEY HIGH SCHOOL	\$32,964.31

SAUSD Board of Education Purchase Order Listing \$25,000 and Over

From 09-MAY-2012 Through 22-MAY-2012

Page: 4 of 8

PO No.	Vendor			BOA Date
Funding	Description	Location		Amount
271258	T J JANCA CONSTRUCTION, INC. Community Facilities District 2005 Central Park	VALLEY HIGH SCHOOL		\$46,649.38
272146	LAKESHORE LEARNING MATERIALS IASA:Title I Basic Materials & Grants Low-Income Supplies/Software	EARLY CHILDHOOD EDUCATION		\$20,000.00
	Kinder Readiness Program II Materials & Supplies/Software	EARLY CHILDHOOD EDUCATION		\$10,000.00
273781	ALL AMERICAN INSPECTION, INC. SAUSD GO Bond, 2008 Building Election, Series A Inspection	DAVIS ELEMENTARY SCHOOL		\$15,671.00
	SAUSD GO Bond, 2008 Building Election, Series A Inspection	EDISON ELEMENTARY SCHOOL		\$26,783.00
	SAUSD GO Bond, 2008 Building Election, Series A Inspection	MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL		\$2,448.00
	Measure G Bond Series B Building Inspection	MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL		\$9,425.00
	Measure G Bond Series B Building Inspection	HENINGER ELEMENTARY SCHOOL		\$1,800.00
	OPSC School Facilities Bond Building Inspection	ADAMS ELEMENTARY SCHOOL		\$3,200.00
	OPSC School Facilities Bond Building Inspection	FREMONT ELEMENTARY SCHOOL		\$3,200.00
	OPSC School Facilities Bond Building Inspection	JEFFERSON ELEMENTARY SCHOOL		\$3,200.00
	OPSC School Facilities Bond Building Inspection	FRANKLIN ELEMENTARY SCHOOL		\$3,200.00
	OPSC School Facilities Bond Building Inspection	MONROE ELEMENTARY SCHOOL		\$3,200.00
	OPSC School Facilities Bond Building Inspection	ROOSEVELT ELEMENTARY SCHOOL		\$3,200.00

SAUSD Board of Education Purchase Order Listing \$25,000 and Over

From 09-MAY-2012 Through 22-MAY-2012 Page: 5 of 8

PO No. Vendor BOA Date

Funding	Description	Location	Amount
273781	ALL AMERICAN INSPECTION, INC.		
OPSC School	Building	TAFT ELEMENTARY	\$3,200.00
Facilities Bond	Inspection	SCHOOL	
OPSC School	Building	REMINGTON	\$3,200.00
Facilities Bond	Inspection	ELEMENTARY SCHOOL	
273876	A BETTER TOMORROW EDUCATION		2011/09/27
IASA:Title I Basic	Sub-Agreements for	STUDENT ACHIEVEMENT	\$82,460.38
Grants Low-Income	Services		
IASA:Title I Basic	Consultant	STUDENT ACHIEVEMENT	\$20,000.00
Grants Low-Income	Noninstructional		
274400	A HIGHER LEVEL		2011/12/13
Child Nutrition:	Consultant	FOOD 4 THOUGHT	\$80,000.00
School Programs	Noninstructional		
274707	DEPARTMENT OF TOXIC SUBSTANCES		
Measure G Bond		CONSTRUCTION	\$44,786.55
Series B			
275799	AREY JONES EDUCATIONAL SOLUTION		
ARRA Title 1 School	Non-Capitalized	SADDLEBACK HIGH	\$79,503.36
Improvement Grant	Equipment	SCHOOL	
276512	CAMBRIDGE EDUCATION, LLC		2012/03/27
Economic Impact Aid	Sub-Agreements for	SANTA ANA HIGH	\$76,200.00
	Services	SCHOOL	
Economic Impact Aid	Consultants	SANTA ANA HIGH	\$25,000.00
	Instructional	SCHOOL	
276537	XPEDX, AN INTERNATIONAL PAPER COMPANY		2012/03/27
General Fund	PUBLICATIONS	PUBLICATIONS	\$29,962.24
	INVENTORY		
276642	INTERIOR WALL SYSTEM, LLC		
Measure G Bond		DAVIS ELEMENTARY	\$7,796.00
Series B		SCHOOL	
Measure G Bond		SPURGEON	\$7,573.00
Series B		INTERMEDIATE SCHOOL	
OPSC School	Building	SADDLEBACK HIGH	\$15,982.00
Facilities Bond	Contractor	SCHOOL	
276786	APPLE, INC.		
Economic Impact	Non-Capitalized	PIO-PICO ELEMENTARY	\$37,517.04
Aid-LEP	Equipment	SCHOOL	

SAUSD Board of Education Purchase Order Listing \$25,000 and Over

From 09-MAY-2012 Through 22-MAY-2012 Page: 6 of 8

PO No. Vendor BOA Date

Funding	Description	Location	Amount
276797	LENTZ MORRISSEY ARCHITECTURE, INC. SAUSD GO Bond, 2008 Building Architect Election, Series A	MONROE ELEMENTARY SCHOOL	\$34,300.00
277062	AREY JONES EDUCATIONAL SOLUTION Economic Impact Non-Capitalized Aid-LEP Equipment	VALLEY HIGH SCHOOL	\$58,800.00
277063	AREY JONES EDUCATIONAL SOLUTION Economic Impact Aid Non-Capitalized Equipment	VALLEY HIGH SCHOOL	\$44,100.00
277073	AWARD PUBLISHING, LTD. Lottery: Textbooks Instructional Materials	STATE TEXTBOOKS	\$36,570.00
277093	GOLD STAR FOODS Child Nutrition: Food Processing School Programs Charges	FOOD 4 THOUGHT	\$35,000.00
	Child Nutrition: Freight-In-Donated School Programs Food	FOOD 4 THOUGHT	\$37,712.50
277094	MEL SMITH ELECTRIC, INC. OPSC School Building Facilities Bond Contractor	SANTA ANA HIGH SCHOOL	\$393,000.00
277096	PREMIER SERVICE BANK OPSC School Building Facilities Bond Contractor	MCFADDEN INTERMEDIATE SCHOOL	\$37,750.00
277097	PRO-CRAFT CONSTRUCTION, INC. OPSC School Building Facilities Bond Contractor	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$132,050.00
277098	PRO-CRAFT CONSTRUCTION, INC. OPSC School Building Facilities Bond Contractor	SPURGEON INTERMEDIATE SCHOOL	\$174,800.00
277137	GOLF VENTURES WEST, LLC Ongoing & Major Capital Outlay Maintenance Account Vehicle	BUILDING SERVICES	\$38,531.00
277147	LAKESHORE LEARNING MATERIALS Lottery: Textbooks Instructional Materials	STATE TEXTBOOKS	\$31,729.05

SAUSD Board of Education Purchase Order Listing \$25,000 and Over

From 09-MAY-2012 Through 22-MAY-2012 Page: 7 of 8

PO No. Vendor BOA Date

Funding	Description	Location	Amount
277177	TRIUMPH PAINTING		
OPSC School	Building	EDISON ELEMENTARY	\$88,800.00
Facilities Bond	Contractor	SCHOOL	
277178	TRIUMPH PAINTING		
OPSC School	Building	WILSON ELEMENTARY	\$60,800.00
Facilities Bond	Contractor	SCHOOL	
277180	APPLE, INC.		
Two-Way Digital	Non-Capitalized	TECHNOLOGY	\$26,560.00
ITFS Licensee	Equipment		
Revenue			
277181	PARADIGM HEALTHCARE SERVICES		2009/04/14
MediCal	Sub-Agreements for	PUPIL SUPPORT	\$60,500.00
Administrative	Services	SERVICES	
Activities (MAA)			
MediCal	Other Contracts	PUPIL SUPPORT	\$25,000.00
Administrative		SERVICES	
Activities (MAA)			
277185	ORANGE COUNTY DEPARTMENT OF EDUCATION		2011/09/13
Special Education	Sub-Agreements for	SPECIAL EDUCATION	\$59,226.00
	Services		
277206	APPLE, INC.		
Title III Limited	Non-Capitalized	ENGLISH LEARNER	\$208,800.00
English Proficiency	Equipment	PROGRAMS & STUDENT	
LEP Student		ACHIEVEMENT	
277207	CDW GOVERNMENT, INC.		
Title III Limited	Non-Capitalized	ENGLISH LEARNER	\$49,446.90
English Proficiency	Equipment	PROGRAMS & STUDENT	
LEP Student		ACHIEVEMENT	
277223	APPLE, INC.		
Economic Impact Aid	Non-Capitalized	CENTURY HIGH SCHOOL	\$47,579.90
	Equipment		
277239	WARE GROUP		
Economic Impact Aid	Other Contracts	JACKSON ELEMENTARY	\$34,700.00
		SCHOOL	
277240	WARE GROUP		
Economic Impact Aid	Other Contracts	EDISON ELEMENTARY	\$26,000.00
	Software	SCHOOL	

SAUSD Board of Education Purchase Order Listing \$25,000 and Over

From 09-MAY-2012 Through 22-MAY-2012 Page: 8 of 8

PO No. Vendor BOA Date

Funding	Description	Location	Amount
277244	USA SHADE & FABRIC STRUCTURES, INC. OPSC School Facilities Bond	SPURGEON INTERMEDIATE SCHOOL	\$56,961.06
277245	INTERIOR WALL SYSTEM, LLC OPSC School Facilities Bond	MONROE ELEMENTARY SCHOOL	\$126,875.00
277257	APPLE, INC. Title III Limited Non-Capitalized English Proficiency Equipment LEP Student	ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT	\$37,958.40
277259	CAMCOR, INC. Title III Limited Non-Capitalized English Proficiency Equipment LEP Student	ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT	\$49,446.90
277268	CULVER NEWLIN, INC. OPSC School Facilities Bond	Materials & Supplies/Software EDISON ELEMENTARY SCHOOL	\$104,868.57
277279	GRAYBAR Measure G Bond Series B	SANTA ANA HIGH SCHOOL	\$48,526.68
277281	CULVER NEWLIN, INC. OPSC School Facilities Bond	JEFFERSON ELEMENTARY SCHOOL	\$80,543.13

AGENDA ITEM BACKUP SHEET
June 12, 2012

Board Meeting

TITLE: **Ratification of Expenditure Summary and Warrant Listing for Period of May 9, 2012, Through May 22, 2012**

ITEM: **Consent**

SUBMITTED BY: **Michael P. Bishop, Sr., CBO, Deputy Superintendent, Operations**

PREPARED BY: **Tim Peck, Manager, Accounting**

BACKGROUND INFORMATION:

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

RATIONALE:

The Expenditure Summary consists of all warrants created during the period of May 9, 2012, through May 22, 2012. A detailed listing for expenditures \$25,000 and over is also included.

FUNDING:

Not Applicable

RECOMMENDATION:

Ratify Expenditure Summary and Warrant Listing of expenditures over \$25,000 for the period of May 9, 2012, through May 22, 2012.

MB:mm





Santa Ana Unified School District

Michael P. Bishop, Sr., CBO
Deputy Superintendent,
Operations

Thelma Meléndez de Santa Ana, Ph.D.,
Superintendent

Date: May 22, 2012
To: Thelma Meléndez de Santa Ana, Ph.D., Superintendent
From: Michael P. Bishop, Sr., CBO, Deputy Superintendent, Operations
Subject: Expenditure Summary: From 09-MAY-2012 Through 22-MAY-2012

Fund 01 General Fund	\$5,527,985.45
Fund 09 Charter School Fund	\$140,324.17
Fund 12 Child Development	\$676.75
Fund 13 Cafeteria Fund	\$432,722.82
Fund 14 Deferred Maintenance Fund	\$90,443.01
Fund 24 SAUSD GO Bond, 2008 Election, Series A Bui	\$70,073.48
Fund 25 Capital Facilities Fund	\$8,225.00
Fund 26 Measure G Bond	\$225,239.31
Fund 27 Qualified School Construction Bond	\$462,315.10
Fund 28 Measure G	\$127,758.93
Fund 29 Measure G	\$28,549.54
Fund 35 County School Facilities Fund	\$1,101,225.67
Fund 40 Special Reserve Fund	\$30,017.65
Fund 68 Workers' Compensation	\$123,552.60
Fund 69 Health & Welfare	\$311,466.69
Fund 81 Property & Liability	\$18,316.19
Total Expenditures:	\$8,698,892.36

Prepared By; Tim Peck, Manager, Accounting

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

BOARD OF EDUCATION

Rob Richardson, President • José Alfredo Hernández, J.D., Vice President
Audrey Yamagata-Noji, Ph.D., Clerk • John Palacio, Member • Roman Reyna, Member

SAUSD Board of Education Warrant Listing

May 09, 2012

Page 1 of 6

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 01 General Fund			
84165803	A BETTER TOMORROW EDUCATION IASA:Title I Basic Grants Low-Income and Neglected, Part A	STUDENT ACHIEVEMENT	\$34,364.18
84165838	THINK TOGETHER IASA:Title I Basic Grants Low-Income and Neglected, Part A	STUDENT ACHIEVEMENT	\$65,490.00
84165843	AREY JONES EDUCATIONAL SOLUTION Unrestricted - CAHSEE Intensive (7055) Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL INFORMATION TECHNOLOGY CENTER	\$32,948.27
84165886	THINK TOGETHER 21st Century ASSETS (roll-up 4124) 21st Century Community Learning Centers 30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships IASA:Title I Basic Grants Low-Income and Neglected, Part A	DEPUTY SUPERINTENDENT'S OFFICE DEPUTY SUPERINTENDENT'S OFFICE DEPUTY SUPERINTENDENT'S OFFICE STUDENT ACHIEVEMENT	\$1,127,160.84
84165888	UNISOURCE WORLDWIDE, INC. Fund 01 General Fund	ACCOUNTING DEPARTMENT PUBLICATIONS WAREHOUSE AND DELIVERY	\$27,427.86
84165977	WAXIE SANITARY SUPPLY Fund 01 General Fund Unrestricted Discretionary Accounts	ACCOUNTING DEPARTMENT WAREHOUSE AND DELIVERY BUILDING SERVICES	\$115,631.84
84165724	SOUTHERN CALIFORNIA EDISON Unrestricted Discretionary Accounts	DISTRICTWIDE	\$31,492.61
84165818	EXTREME LEARNING, INC., dba AAVANZA IASA:Title I Basic Grants Low-Income and Neglected, Part A	STUDENT ACHIEVEMENT	\$75,096.25
84165811	CORNERSTONE COMMUNICATIONS, INC. Unrestricted Discretionary Accounts	PUBLIC INFORMATION	\$60,000.00

SAUSD Board of Education Warrant Listing

May 09, 2012

Page 2 of 6

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84165832	PROFESSIONAL TUTORS OF AMERICA, INC. IASA:Title I Basic Grants Low-Income and Neglected, Part A	STUDENT ACHIEVEMENT	\$38,369.00
84165809	CAMBRIDGE EDUCATION, LLC ARRA Title 1 School Improvement Grant (SIG) PLAS Economic Impact Aid	VALLEY HIGH SCHOOL SANTA ANA HIGH SCHOOL	\$443,484.00
84165786	DURHAM SCHOOL SERVICES, L.P. 30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships Transportation-Home to School Transportation-Special Education	HOOVER ELEMENTARY SCHOOL TRANSPORTATION DEPARTMENT TRANSPORTATION DEPARTMENT	\$706,005.20
84165727	WARE DISPOSAL, INC. Unrestricted Discretionary Accounts	DISTRICTWIDE	\$39,465.73
84165810	CITY OF SANTA ANA Unrestricted Discretionary Accounts	SCHOOL POLICE SERVICES	\$41,887.14

Fund 09 Charter School Fund

84165979	NOVA ACADEMY EARLY COLLEGE HIGH SCHOOL Fund 09 Charter School Fund	CASH ACCOUNT	\$140,324.17
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SAUSD Board of Education Warrant Listing

May 09, 2012

Page 3 of 6

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84165994	DRIFTWOOD DAIRY Child Nutrition: School Programs	CARR INTERMEDIATE SCHOOL CENTURY HIGH SCHOOL DISTRICTWIDE FOOD 4 THOUGHT GODINEZ FUNDAMENTAL HIGH SCHOOL LATHROP INTERMEDIATE SCHOOL MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL MCFADDEN INTERMEDIATE SCHOOL MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL SADDLEBACK HIGH SCHOOL SANTA ANA HIGH SCHOOL SEGERSTROM HIGH SCHOOL SIERRA PREPARATORY ACADEMY SPURGEON INTERMEDIATE SCHOOL VALLEY HIGH SCHOOL VILLA FUNDAMENTAL INTERMEDIATE SCHOOL WILLARD INTERMEDIATE SCHOOL	\$55,076.75
84166011	TRI MARK ERF, INC. Child Nutrition: School Programs	FOOD 4 THOUGHT	\$29,237.96

SAUSD Board of Education Warrant Listing

May 09, 2012

Page 4 of 6

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84166014	US FOODSERVICE, INC. Child Nutrition: School Programs	CARR INTERMEDIATE SCHOOL	\$155,876.93
		CENTURY HIGH SCHOOL	
		FOOD 4 THOUGHT	
		GODINEZ FUNDAMENTAL HIGH SCHOOL	
		LATHROP INTERMEDIATE SCHOOL	
		MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	
		MCFADDEN INTERMEDIATE SCHOOL	
		MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	
		SADDLEBACK HIGH SCHOOL	
		SANTA ANA HIGH SCHOOL	
		SEGERSTROM HIGH SCHOOL	
		SIERRA PREPARATORY ACADEMY	
		VALLEY HIGH SCHOOL	
		VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	
		WILLARD INTERMEDIATE SCHOOL	

Fund 26 Measure G Bond

84166038	AMERICAN WRECKING, INC. Fund 26 Measure G Bond Series B	EL SOL SCIENCE & ARTS ACADEMY	\$37,204.90
84166039	CONCEPTS SCHOOL AND OFFICE FURNISHINGS Fund 26 Measure G Bond Series B	SADDLEBACK HIGH SCHOOL	\$40,451.79

SAUSD Board of Education Warrant Listing

May 09, 2012

Page 5 of 6

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 27 Qualified School Construction Bond			
84166051	PCM3, INC. Fund 27 2nd Sale-Qualified School Construction Bond	SADDLEBACK HIGH SCHOOL	\$61,720.26
84166053	R&H INDUSTRIES dba BEST ELECTRIC Fund 27 1st Issuance Qualified School Construction Bond	SANTA ANA HIGH SCHOOL	\$42,695.46
84166054	VERNE'S PLUMBING, INC. Fund 27 1st Issuance Qualified School Construction Bond	SANTA ANA HIGH SCHOOL	\$32,444.93
Fund 28 Measure G			
84166059	ROY E WHITEHEAD Fund 28 Measure G Series D	SADDLEBACK HIGH SCHOOL	\$73,013.89
84166057	PCM3, INC. Fund 28 Measure G Series D	MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	\$25,918.36

SAUSD Board of Education Warrant Listing

May 09, 2012

Page 6 of 6

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 35 County School Facilities Fund			
84166077	NEVELL GROUP, INC. Fund 35 OPSC School Facilities Bond Projects	CENTURY HIGH SCHOOL	\$152,421.10
84166068	CALIFORNIA TRACK & ENGINEERING, INC. Fund 35 OPSC School Facilities Bond Projects	SANTA ANA HIGH SCHOOL	\$37,047.50
84166081	PLYCO CORP. Fund 35 OPSC School Facilities Bond Projects-Second Issuance	ROOSEVELT ELEMENTARY SCHOOL	\$46,881.55
84166084	RND CONTRACTORS, INC. Fund 35 OPSC School Facilities Bond Projects	CENTURY HIGH SCHOOL	\$195,452.10
84166088	T J JANCA CONSTRUCTION, INC. Fund 35 OPSC School Facilities Bond Projects	EDISON ELEMENTARY SCHOOL MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	\$49,076.98
84166089	TOMARK SPORTS, INC. Fund 35 OPSC School Facilities Bond Projects	FACILITIES/GOVERNMENTAL RELATIONS SANTA ANA HIGH SCHOOL	\$74,886.96
84166065	ANGELES CONTRACTOR, INC. Fund 35 OPSC School Facilities Bond Projects	SANTA ANA HIGH SCHOOL	\$58,678.53
Fund 68 Workers' Compensation			
84166101	SANTA ANA UNIFIED SCHOOL DISTRICT MEDICAL SELF Fund 68 Workers' Compensation	RISK MANAGEMENT	\$101,232.75
Fund 69 Health & Welfare			
84166102	ALAMEDA COUNTY SCHOOLS INSURANCE (ASCIG) Health & Welfare - Active Employees Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS DISTRICT EMPLOYEE BENEFITS	\$311,466.69
Grand Total:			\$4,559,932.48

SAUSD Board of Education Warrant Listing

May 16, 2012

Page 1 of 6

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 01 General Fund			
84166209	CAL PERS SAFETY Fund 01 General Fund	DISTRICT EMPLOYEE BENEFITS	\$55,725.19
84166245	XEROX CORPORATION Unrestricted Discretionary Accounts	DISTRICTWIDE	\$116,765.72
84166235	PROFESSIONAL TUTORS OF AMERICA, INC. IASA: Title I Basic Grants Low-Income and Neglected, Part A	STUDENT ACHIEVEMENT	\$120,309.00
84166225	ILLUMINATE EDUCATION, INC. Economic Impact Aid	ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT	\$53,494.00
84166220	EXTREME LEARNING, INC. dba AAVANZA IASA: Title I Basic Grants Low-Income and Neglected, Part A	STUDENT ACHIEVEMENT	\$97,192.77
84166218	ERIC BATHEN Unrestricted Discretionary Accounts	HUMAN RESOURCES DIVISION	\$42,933.57
84166108	EDWARD B. COLE, SR., ACADEMY Fund 01 General Fund	CASH ACCOUNT	\$31,504.00
84166214	DT-COMP, INC. Unrestricted Discretionary Accounts	INFORMATION TECHNOLOGY CENTER	\$30,600.00
84166349	WARE GROUP Economic Impact Aid IASA: Title I Basic Grants Low-Income and Neglected, Part A	VALLEY HIGH SCHOOL VALLEY HIGH SCHOOL	\$30,250.00
84166116	SOUTHERN CALIFORNIA EDISON Unrestricted Discretionary Accounts	DISTRICTWIDE	\$30,530.30
84166113	CITY OF SANTA ANA Unrestricted Discretionary Accounts	DISTRICTWIDE	\$28,079.75
84166112	ORANGE COUNTY HIGH SCHOOL OF THE ARTS Fund 01 General Fund	CASH ACCOUNT	\$178,459.00

SAUSD Board of Education Warrant Listing

May 16, 2012

Page 2 of 6

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84166111	ORANGE COUNTY EDUCATIONAL ARTS ACADEMY Fund 01 General Fund	CASH ACCOUNT	\$71,890.00
84166110	NOVA ACADEMY EARLY COLLEGE HIGH SCHOOL Fund 01 General Fund	CASH ACCOUNT	\$52,766.00
84166109	EL SOL SCIENCE AND ARTS ACADEMY Fund 01 General Fund	CASH ACCOUNT	\$131,532.00
84166217	EMPLOYMENT DEVELOPMENT DEPT. Fund 01 General Fund	DISTRICT EMPLOYEE BENEFITS	\$26,673.01
84166412	CERTIFIED TRANSPORTATION SERVICE, INC. ARRA Title 1 School Improvement Grant (SIG) PLAS	CENTURY HIGH SCHOOL	\$26,698.20
		SADDLEBACK HIGH SCHOOL	
		WILLARD INTERMEDIATE SCHOOL	
	Artists in the Schools-Special Studios	SANTA ANA HIGH SCHOOL	
	Donations (Miscellaneous)	MARTIN ELEMENTARY SCHOOL	
	Donations-ASB Transportation	CHAVEZ CONTINUATION HIGH SCHOOL	
		SANTIAGO ELEMENTARY SCHOOL	
	E-Business Academy [0473] CHS	CENTURY HIGH SCHOOL	
	Economic Impact Aid	GODINEZ FUNDAMENTAL HIGH SCHOOL	
		SEGERSTROM HIGH SCHOOL	
	Gear Up IV (RSCC Fiscal Agent)	SADDLEBACK HIGH SCHOOL	
	Unrestricted Discretionary Accounts	CENTURY 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

May 16, 2012

Page 3 of 6

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84166306	CDW GOVRNMENT, INC.		\$35,421.93
	ARRA Title 1 School Improvement Grant (SIG) PLAS	SIERRA PREPARATORY ACADEMY	
	Carl D Perkins Section 131 Career and Technical Education act of 1998	VOCATIONAL EDUCATION	
	Economic Impact Aid	DIAMOND ELEMENTARY SCHOOL	
		FREMONT ELEMENTARY SCHOOL	
		LOWELL ELEMENTARY SCHOOL	
		MUIR FUNDAMENTAL ELEMENTARY SCHOOL	
		VALLEY HIGH SCHOOL	
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CARR INTERMEDIATE SCHOOL	
		EARLY CHILDHOOD EDUCATION	
		GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	
		ROOSEVELT ELEMENTARY SCHOOL	
		SADDLEBACK HIGH SCHOOL	
		SANTA ANA HIGH SCHOOL	
	Medi-Cal Billing Option	PSYCHOLOGICAL SERVICES/APE	
	Special Education	PSYCHOLOGICAL SERVICES/APE	
		SPECIAL EDUCATION	
		TRANSITION PROGRAMS	
	Unrestricted - CAHSEE Intensive (7055)	COMMUNITY DAY HIGH SCHOOL	
	Unrestricted Discretionary Accounts	CARR INTERMEDIATE SCHOOL	
		CHARTER / ATTENDANCE	
		SADDLEBACK HIGH SCHOOL	
		SIERRA PREPARATORY ACADEMY	
		TAFT ELEMENTARY SCHOOL	
		WAREHOUSE AND DELIVERY	
	Unrestricted-GATE (7140)	ELEMENTARY DIVISION	

SAUSD Board of Education Warrant Listing

May 16, 2012

Page 4 of 6

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84166356	AREY JONES EDUCATIONAL SOLUTION		\$201,414.84
	ARRA Title 1 School Improvement Grant (SIG) PLAS	SADDLEBACK HIGH SCHOOL	
	Economic Impact Aid	CARR INTERMEDIATE SCHOOL	
		FRANKLIN ELEMENTARY SCHOOL	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CARR INTERMEDIATE SCHOOL	
	Two-Way Digital ITFS Licensee Revenue	TECHNOLOGY	
	Unrestricted Discretionary Accounts	TECHNOLOGY	
84166358	ASR FOOD DISTRIBUTORS, INC.		\$181,790.49
	Fresh Fruit and Vegetable Program	SPECIAL PROJECTS/WELLNESS	
84166388	ROSSIER PARK JUNIOR/SENIOR HIGH SCHOOL		\$35,993.00
	Special Education	SPECIAL EDUCATION	
84166394	THERAPEUTIC EDUCATION CENTERS		\$35,111.00
	Special Education	SPECIAL EDUCATION	
84166403	APPLE, INC.		\$46,477.04
	ARRA Title 1 School Improvement Grant (SIG) PLAS	SADDLEBACK HIGH SCHOOL	
		WILLARD INTERMEDIATE SCHOOL	
	Economic Impact Aid	ADAMS ELEMENTARY SCHOOL	
		MARTIN ELEMENTARY SCHOOL	
		VALLEY HIGH SCHOOL	
		WASHINGTON ELEMENTARY SCHOOL	
	Economic Impact Aid-LEP	ADAMS ELEMENTARY SCHOOL	
		LOWELL ELEMENTARY SCHOOL	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SEGERSTROM HIGH SCHOOL	
	Medi-Cal Billing Option	PUPIL SUPPORT SERVICES	
	Unrestricted Discretionary Accounts	SPURGEON INTERMEDIATE SCHOOL	
84166329	ORANGE COUNTY DEPARTMENT OF EDUCATION		\$44,239.88
	Special Ed: Mental Health Services	SPECIAL EDUCATION	

SAUSD Board of Education Warrant Listing

May 16, 2012

Page 5 of 6

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 13 Cafeteria Fund			
84166462	US FOODSERVICE, INC. Child Nutrition: School Programs	CENTURY HIGH SCHOOL FOOD 4 THOUGHT GODINEZ FUNDAMENTAL HIGH SCHOOL LATHROP INTERMEDIATE SCHOOL MCFADDEN INTERMEDIATE SCHOOL SEGERSTROM HIGH SCHOOL WILLARD INTERMEDIATE SCHOOL	\$42,948.81
Fund 26 Measure G Bond			
84166478	GHATAODE BANNON ARCHITECTS, LLP Fund 26 Measure G Bond Series B	SADDLEBACK HIGH SCHOOL	\$54,637.31
Fund 27 Qualified School Construction Bond			
84166482	DIGITAL NETWORKS GROUP, INC. Fund 27 2nd Sale-Qualified School Construction Bond	EDISON ELEMENTARY SCHOOL SADDLEBACK HIGH SCHOOL	\$139,172.41
84166488	WESTLAND HEATING & AIR CONDITIONING, INC. Fund 27 1st Issuance Qualified School Construction Bond	SANTA ANA HIGH SCHOOL	\$105,376.50

SAUSD Board of Education Warrant Listing

May 16, 2012

Page 6 of 6

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 35 County School Facilities Fund			
84166500	STATES LINK CONSTRUCTION, INC. Fund 35 OPSC School Facilities Bond Projects-Second Issuance	REMINGTON ELEMENTARY SCHOOL	\$59,850.00
84166492	C.W. DRIVER Fund 35 OPSC School Facilities Bond Projects-Second Issuance	ADAMS ELEMENTARY SCHOOL CARR INTERMEDIATE SCHOOL FREMONT ELEMENTARY SCHOOL JEFFERSON ELEMENTARY SCHOOL MARTIN ELEMENTARY SCHOOL MCFADDEN INTERMEDIATE SCHOOL MONTE VISTA ELEMENTARY SCHOOL MUIR FUNDAMENTAL ELEMENTARY SCHOOL SIERRA PREPARATORY ACADEMY TAFT ELEMENTARY SCHOOL	\$130,026.00
84166494	CONCEPTS SCHOOL AND OFFICE FURNISHINGS Fund 35 OPSC School Facilities Bond Projects	SADDLEBACK HIGH SCHOOL	\$26,103.52
84166496	GILBERT & STEARNS, INC. Fund 35 OPSC School Facilities Bond Projects	SADDLEBACK HIGH SCHOOL	\$38,672.60
84166497	NCM DEMOLITION AND REMEDIATION, LP Fund 35 OPSC School Facilities Bond Projects	SADDLEBACK HIGH SCHOOL	\$39,131.50
Grand Total:			\$2,341,769.34

AGENDA ITEM BACKUP SHEET
June 12, 2012

Board Meeting

TITLE: Approval and/or Ratification of Agreements for Period of May 9, 2012, Through May 22, 2012

ITEM: Consent

SUBMITTED BY: Michael P. Bishop, Sr., CBO, Deputy Superintendent, Operations

PREPARED BY: Jonathan Geiszler, Director, Purchasing and Stores

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval and/or ratification of agreements for the period of May 9, 2012, through May 22, 2012.

RATIONALE:

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

The attached list identifies various consultants that will provide services throughout the District whose compensation is under \$250,000.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve and/or ratify the listing of agreements for the period of May 9, 2012, through May 22, 2012.

MB:mm



2011-12 LISTING OF CONSULTANTS/CONTRACTED SERVICES
Submitting Division: Educational Services
June 12, 2012

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED	REQ. NO.
1.	Vietnamese Traditional Arts Ratification	English Learner Programs and Student Achievement: Vietnamese students will perform the Drum Dance at Villa for the Asian American Pacific Islander Heritage Event. The Youth Orchestra will perform playing traditional instruments. This will provide awareness and knowledge of Vietnamese traditional music and dances.	June 5, 2012		Title III	\$700	129221
2.	GPDT Dieu Ngu (Buddhist Youth at Dieu Ngu) Ratification	English Learner Programs and Student Achievement: A group from 12-16 teenagers will perform the Dragon Dance at Villa for the Asian American Pacific Islander Heritage Event.	June 5, 2012		Title III	\$250	12925
3.	Dr. Diane Lapp	BTSA: Will provide training to the Certificated Learning and Achievement Specialists in the areas of lesson delivery, text complexity, student to student collaboration models, and Model of Gradual Release. In addition, the Common Core Development Team will be addressed with an overview of the standards, development and alignment, and the expected outcomes of their work.	August 7-9, 2012		Title II-A	\$14,000	129121

2011-12 LISTING OF CONSULTANTS/CONTRACTED SERVICES

Submitting Division: Educational Services

Page 2

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED	REQ. NO.
4.	Bureau of Lectures & Concert Artists, Inc.	Walker Elementary School: Will provide a motivation and recognition assembly to students who met the academic achievement goal of reading 35,000,000 words.	June 13, 2012		EIA	\$525	128532
5.	International Center for Leadership in Education (ICLE)	Century High School: Will provide institutional and department evaluation studies to assess performance and develop a school improvement plan. The institutional assessment will cover school governance, administration, leadership, faculty, curriculum, and instruction. They will offer recommendation and an action plan and specific strategies to ensure school improvement.	June 13-30, 2012		SIG	\$249,200	129256
6.	International Center for Leadership in Education, Inc.	Willard Intermediate School: Will provide Needs Assessment, School Profile, and Data Analysis reports using various survey instruments and interacting with staff. They will provide strategic planning to develop a tactical three-to-five year plan including assignments of timelines, roles, and responsibility and budgets.	June 13-30, 2012		SIG	\$35,200	129340

2011-12 LISTING OF CONSULTANTS/CONTRACTED SERVICES
Submitting Division: Human Resources
June 12, 2012

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED	REQ. NO.
7.	Eric Bathen	Increase to P.O. #270084. Will provide legal services related to ongoing cases involving employee discipline and dismissal.	April 1 through April 30, 2012.	No	General Fund	\$42,933.57	129101

2011-12 LISTING OF CONSULTANTS/CONTRACTED SERVICES
Submitting Division: Support Services
June 12, 2012

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED	REQ. NO.
8.	Southern California College of Optometry	Increase to PO #270078. Will provide vision assessments and therapy for special education students.	June 13, through June 30, 2012		Special Ed.	\$2,600	129354

AGENDA ITEM BACK-UP SHEET
June 12, 2012

Board Meeting

TITLE: Authorization to Utilize California Multiple Award Schedule Contract No. 4-08-00-0054C for Purchase of Carpeting Districtwide for Fiscal Year 2012-13 with Tandus Flooring, Inc.

ITEM: Consent

SUBMITTED BY: Joe Dixon, Assistant Superintendent, Facilities and Governmental Relations

PREPARED BY: Dennis Ziegler, Director, Building Services

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to utilize a California Multiple Award Schedule (CMAS) contract for the purchase of carpeting Districtwide for fiscal year 2012-13 with Tandus Flooring, Inc.

RATIONALE:

On August 18, 2008, the State of California entered into contract No. 4-08-00-0054C, which granted local government agencies the ability to purchase carpeting by utilizing the contract awarded to Tandus Flooring, Inc. The contract also provided that it would continue in effect until termination or expiration of the agreement on April 22, 2012. This contract was renewed for an additional year by CMAS through April 21, 2013.

The District can, without going to bid, utilize such contracts pursuant to California Public Contract Code Sections 10298 and 10299. District staff has reviewed the contract and determined that it is in the best interest of the District to utilize the contract awarded to Tandus Flooring, Inc., under CMAS contract No. 4-08-00-0054C.

FUNDING:

Measure G/Routine Maintenance Account/Deferred Maintenance: \$250,000

RECOMMENDATION:

Authorize staff to utilize California Multiple Award Schedule Contract No. 4-08-00-0054C for the purchase of carpeting Districtwide for fiscal year 2012-13 with Tandus Flooring, Inc.



JD:rb

AGENDA ITEM BACKUP SHEET
June 12, 2012

Board Meeting

TITLE: Authorization to Obtain Bids for Repair, Removal, and Replacement of Flooring Districtwide

ITEM: Consent

SUBMITTED BY: Joe Dixon, Assistant Superintendent, Facilities and Governmental Relations

PREPARED BY: Dennis Ziegler, Director, Building Services

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to obtain bids for repair, removal, and replacement of flooring Districtwide to assure that all District facilities are safe and well-maintained for students and staff.

RATIONALE:

This contract will assure that flooring emergency repairs and replacement are completed in a timely manner, and will help prevent interruptions to the educational process Districtwide. The contract will be a one-year contract with the District's option to annually renew up to four additional years, pursuant to Public Contract Code 20111.

FUNDING:

Routine Restricted Maintenance Account/Deferred Maintenance/Measure G: \$200,000

RECOMMENDATION:

Authorize staff to obtain bids for repair, removal, and replacement of flooring Districtwide.

AGENDA ITEM BACKUP SHEET

June 12, 2012

Board Meeting

TITLE: Authorization to Award Contract for Replacement and Repair of Asphalt at Washington Elementary School

ITEM: Consent

SUBMITTED BY: Joe Dixon, Assistant Superintendent, Facilities and Governmental Relations

PREPARED BY: Dennis Ziegler, Director, Building Services

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to award a contract for the replacement and repair of asphalt at Washington Elementary School.

RATIONALE:

At its April 24, 2012 meeting, the Board authorized staff to obtain bids for replacement and repair of the asphalt at Washington Elementary School. Legal advertisements of notice calling for bids were placed in the *Orange County Register* on May 8 and May 15, 2012. A mandatory job walk took place on May 18, 2012. On June 1, 2012, bid day, the District received three bids. Vendor selection is in compliance with Board Policy. The staff is in agreement that Hardy and Harper represents the lowest responsive bidder. The following is a list of all bids received:

Contractors:	Amounts:
Hardy and Harper	\$181,000
TLG Paving	\$182,700
Excel Paving	\$232,285

FUNDING:

Capital Facilities Fund: \$181,000

RECOMMENDATION:

Authorize staff to award a contract to Hardy and Harper, the lowest responsive bidder, for the replacement and repair of asphalt at Washington Elementary School in the amount of \$ 181,000.

AGENDA ITEM BACKUP SHEET
June 12, 2012

Board Meeting

TITLE: **Acceptance of Completion of Contract for Bid Package No. 12 Electrical at Willard Intermediate School Under Modernization Program**

ITEM: **Consent**

SUBMITTED BY: **Joe Dixon, Assistant Superintendent, Facilities and Governmental Relations**

PREPARED BY: **Todd Butcher, Director, Construction**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board acceptance of completion of a contract for Bid Package No. 12 Electrical for the Modernization project at Willard Intermediate School. The work has been completed in accordance with the terms of the contract.

RATIONALE:

At its March 8, 2011 meeting, the Board awarded a contract for Bid Package No. 12 Electrical to Construction Electric, Inc. The District has received close-out confirmation from the construction manager that the work has been completed in accordance with the terms of the contract. Public Contract Code Sections 9201-9203 require the local agency to withhold retention from the contract price until final completion and acceptance of the project. The bid package was within budget and there were no change orders.

Bid Package No.:	School:	Amount:	10% Retention:	Contractor:
No. 12 Electrical	Willard IS	\$1,214,000	\$121,400	Construction Electric, Inc.

FUNDING:

State School Facility Program/Measure G: \$121,400 (10% retention)

RECOMMENDATION:

Accept the June 12, 2012, completion of contract with Construction Electric, Inc., for Bid Package No. 12 Electrical at Willard Intermediate School in the amount of \$121,400 under the Modernization Program.

AGENDA ITEM BACKUP SHEET
June 12, 2012

Board Meeting

TITLE: **Approval of Deductive Change Order No. 1 for Bid Package No. 2-2 Asphalt Paving and Striping at Century High School Under Overcrowding Relief Grant Program**

ITEM: **Consent**

SUBMITTED BY: **Joe Dixon, Assistant Superintendent, Facilities and Governmental Relations**

PREPARED BY: **Todd Butcher, Director, Construction**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of Deductive Change Order No. 2-2 Asphalt Paving and Striping for the Overcrowding Relief Grant project at Century High School. Change orders must be processed and approved. Failure to process change order requests in a timely manner can result in delaying the scheduled completion.

RATIONALE:

At its July 27, 2010 meeting, the Board awarded a contract for Bid Package No. 2-2 Asphalt Paving and Striping at Century High School to Edge Development. The construction of this bid is being performed by a single contractor under the Overcrowding Relief Grant Program. During the course of construction, changes to the contract occurred, creating a net deduction on the contract. This change order pertains to the following item:

Change Order No. 1:	\$ (47,614)
Original contract amount:	<u>\$1,009,007</u>
Revised total contract amount:	<u>\$ 961,393</u>

The total deduction to the original contract to date is 4.72%.

FUNDING:

State School Facilities Program/Measure G: Reduction of \$47,614

RECOMMENDATION:

Approve the Deductive Change Order No. 2-2 Asphalt Paving and Striping at Century High School in the amount of \$47,614 for a revised total of \$961,393 under the Overcrowding Relief Grant Program.


JD:rb

AGENDA ITEM BACKUP SHEET
June 12, 2012

Board Meeting

TITLE: **Approval of Deductive Change Order No. 1 for Bid Package No. 3-1 Structural Concrete and Reinforcing at Century High School Under Overcrowding Relief Grant Program**

ITEM: **Consent**

SUBMITTED BY: **Joe Dixon, Assistant Superintendent, Facilities and Governmental Relations**

PREPARED BY: **Todd Butcher, Director, Construction**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of Deductive Change Order No. 3-1 Structural Concrete and Reinforcing for the Overcrowding Relief Grant project at Century High School. Change orders must be processed and approved. Failure to process change order requests in a timely manner can result in delaying the scheduled completion.

RATIONALE:

At its July 27, 2010 meeting, the Board awarded a contract for Bid Package No. 3-1 Structural Concrete and Reinforcing at Century High School to Edge Development. The construction of this bid is being performed by a single contractor under the Overcrowding Relief Grant Program. During the course of construction, changes to the contract occurred, creating a net deduction on the contract. This change order pertains to the following item:

Change Order No. 1:	\$ (30,322)
Original contract amount:	<u>\$1,290,007</u>
Revised total contract amount:	<u>\$1,259,685</u>

The total deduction to the original contract to date is 2.35%.

FUNDING:

State School Facilities Program/Measure G: Reduction of \$30,322

RECOMMENDATION:

Approve the Deductive Change Order No. 3-1 Structural Concrete and Reinforcing at Century High School in the amount of \$30,322 for a revised total of \$1,259,685 under the Overcrowding Relief Grant Program.


JD:rb

AGENDA ITEM BACKUP SHEET
June 12, 2012

Board Meeting

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

ITEM: **Action**

SUBMITTED BY: **Cathie Olsky, Ed.D., Deputy Superintendent, Chief Academic Officer**

PREPARED BY: **Cathie Olsky, Ed.D., Deputy Superintendent, Chief Academic Officer**

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.

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.

FUNDING:

Not Applicable

RECOMMENDATION:

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

Santa Ana Unified School District
GIFTS RECOMMENDED FOR ACCEPTANCE - June 12, 2012

School:	Gift:	Amount:	Donor:	Used for:
Adams Elementary		\$5,000	Group of Adams' Parents Ms. Angelica Flores Santa Ana	Field trip expenses
Adams Elementary		\$1,178	Life Touch National School Studios Ms. Cathy Becher Eden Prairie, MN	Field trip expenses
Edison Elementary		\$673	Life Touch National School Studios Ms. Cathy Becher Irvine	Field trip expenses and instructional supplies
Garfield Elementary		\$617	Life Touch National School Studios Ms. Cathy Becher Irvine	Student support, enrichment, field trips, and instructional supplies
Kennedy Elementary		\$784	Life Touch National School Studios Ms. Tina Thornburg Eden Prairie, MN	Student incentives
Spurgeon Intermediate		\$1,000	Superior Grocers Ms. Brenda Sarti Santa Fe Springs	Student awards and incentives for outstanding effort
Facilities & Governmental Relations		\$500	Ghatoade Bannon Architects LLP Mr. Dave Bannon Tustin	SAUSD's Green School Contest prize awards
Facilities & Governmental Relations		\$600	Erickson-Hall Construction Co. Mr. Dave Erickson Escondido	SAUSD's Green School Contest prize awards
Facilities & Governmental Relations		\$500	Lentz Morrissey Architecture Mr. Tom Morrissey Santa Ana	SAUSD's Green School Contest prize awards

School:	Gift:	Amount:	Donor:	Used for:
June 12, 2012 donations		\$10,552		
2012 Total donations	\$300,137	\$310,689		

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.

CO:eh

AGENDA ITEM BACKUP SHEET
June 12, 2012

Board Meeting

TITLE: **Board Policy and Administrative Regulation 6163.4 – Student Use of Technology (Revised: For Adoption and Implementation)**

ITEM: **Action**

SUBMITTED BY: **Cathie Olsky, Ed.D., Deputy Superintendent, Chief Academic Officer**

PREPARED BY: **Alexandra Ito, Director, Education Technology**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board adoption of current revisions to Board Policy (BP) and Administrative Regulation (AR) 6163.4 – Student Use of Technology. The first reading took place at the May 22, 2012 Board meeting and are now being presented to the Board for adoption and implementation.

RATIONALE:

This BP and AR address student use of technology and need to be updated to reflect recent changes in the Education Code and current practices in student technology use, as well as revisions to the Children’s Internet Protection Act (CIPA), which requires that all applicants applying for E-rate funding discounts must "...include monitoring the online activities of minors and must provide for educating minors about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms, and cyberbullying awareness and response." This new internet safety policy requirement becomes effective for fiscal year 2012-13, with the E-rate funding year beginning July 1, 2012.

The changes to the BP include:

- The BP shall not be construed to limit pupil rights to free speech as protected by the United States Constitution, the California Constitution, Education Code Sections 48907 and 48950, and other applicable law.
- The definition of technology includes “District Technology” which is owned or provided by the District, and “Personal Technology” which is non-District technology.
- Technology use is defined in alignment with educational purpose, in support of classroom activities and school-related work.
- The District will provide age-appropriate instruction regarding safe and appropriate behavior on social networking sites, chat rooms, and other internet services.
- Student access to social media sites is not permitted.

The changes to the AR include:

- Content addressing financial responsibility for harm as a result from the students’ intentional misuse of District resources included under Number 10 which was revised and moved to the second paragraph.
- Content addressing the monitoring of online communication and files originally included under Number 10 which was revised and moved to the third paragraph under the heading of Privacy.
- Additional changes to the existing Student Obligations and Responsibilities section include more detailed descriptions of:
 - Materials “harmful to minors” (Number 3)
 - Discrimination, harassment, intimidation or bullying (Number 4)
 - Hate violence (Number 5)
 - Harassment, threats, or intimidation (Number 6)
 - Cyberbullying (Number 7)
 - File downloads, use of distribution lists, or discussion groups (Number 17)
 - Obscene materials (Number 18)
- A new section titled Mobile Devices includes information on the use of personal mobile devices, and District-owned mobile devices.

FUNDING:

Not applicable

RECOMMENDATION:

Presented for adoption and implementation.

Board Meeting June 12, 2012

AR/BP	Title	Summary of Changes
BP 6163.4	Student Use of Technology	<p>The policy shall not be construed to limit pupil rights to free speech as protected by the United States Constitution, the California Constitution, Education Code sections 48907 and 48950, and other applicable law. The definition of technology includes “District Technology” which is owned or provided by the District, and “Personal Technology” which is non-District Technology.</p> <p>Technology use is defined in alignment with educational purpose, in support of classroom activities and school-related work.</p> <p>The District will provide age-appropriate instruction regarding safe and appropriate behavior on social networking sites, chat rooms, and other Internet services.</p> <p>Student access to social media sites is not permitted.</p>
AR 6163.4	Student Use of Technology	<p>Content addressing financial responsibility for harm as a result from the student’s intentional misuse of District resources included under Number 10 was revised and moved to the second paragraph.</p> <p>Content addressing the monitoring of online communication and files originally included under Number 10 was revised and moved to the third paragraph under the heading of Privacy.</p> <p>Additional changes to the existing Student Obligations and Responsibilities include more detailed descriptions of:</p> <ul style="list-style-type: none"> Materials “harmful to minors” (Number 3) Discrimination, harassment, intimidation or bullying (Number 4) Hate violence (Number 5) Harassment, threats or intimidation (Number 6) Cyberbullying (Number 7) File downloads, use of distribution lists or discussion groups (Number 17) Obscene materials (Number 18) <p>A new section titled Mobile Devices includes information on the use of personal mobile devices, and district-owned mobile devices.</p>

Instruction

Student Use of Technology

The Governing Board intends that technological resources provided by the District be used in a responsible and proper manner in support of the instructional program and for the advancement of student learning. (cf. 0440 - District Technology Plan) (cf. 4040 - Employee Use of Technology) (cf. 6010 - Goals and Objectives) (cf. 6162.7 - Use of Technology in Instruction) (cf. 6163.1 - Library Media Centers)

This policy shall not be construed to limit pupil rights to free speech as protected by the United States Constitution, the California Constitution, Education Code sections 48907 and 48950, and other applicable law.

Definitions

"Technology" includes access to the Internet, computers, tablets, telephones, cellular telephones, personal digital assistants, pagers, MP3 players, such as iPod's, USB drives, wireless access points (routers), or any wireless communication device.

"District Technology" is that which is owned or provided by the District.

"Personal Technology" is non-District Technology.

Use of District Technology

The District provides Technology for a limited educational purpose. This means students may use these resources for classroom activities and other school-related work. Students may not use District Technology for commercial purposes; students may not offer, provide, or purchase products or services using District Technology. Students may use District Technology only for class assignments or for personal research on subjects similar to what they might study in a class or in the school library. Use for entertainment purposes or personal communication, such as personal blogging, instant messaging, on-line shopping or gaming is not allowed.

The Superintendent or designee shall notify students and parents/guardians about authorized uses of District Technology and consequences for unauthorized use and/or unlawful activities. (cf. 5144 - Discipline) (cf. 5144.1 - Suspension and Expulsion/Due Process) (cf. 5144.2 - Suspension and Expulsion/Due Process: Students with Disabilities) (cf. 5145.12 - Search and Seizure)

Use of Personal Technology

Use of Personal Technology may violate this Policy if the District reasonably believes the conduct or speech will cause actual, material disruption of school activities. This Policy and accompanying Administrative Regulation will provide students with guidance in order to avoid such disruption.

On-Line Services/Internet Access

The Superintendent or designee shall ensure that all District computers with Internet access have a technology protection measure that blocks or filters Internet access to visual depictions that are obscene, child pornography, or harmful to minors, and that the operation of such measures is enforced. (20 USC 7001, 47 USC 254)

The Board desires to protect students from access to harmful matter on the Internet or other on-line services. The Superintendent or designee shall implement rules and procedures designed to restrict students' access to harmful or inappropriate matter on the Internet. He/she also shall establish regulations to address the safety and security of students when using electronic mail, chat rooms and other forms of direct electronic communication.

The Superintendent or designee shall provide age-appropriate instruction regarding safe and appropriate behavior on social networking sites, chat rooms, and other Internet services. Such instruction shall include, but not be limited to, the dangers of posting personal information online, misrepresentation by online predators, how to report inappropriate or offensive content or threats, behaviors that constitute cyberbullying, and how to respond when subjected to cyberbullying.

Disclosure, use and dissemination of personal identification information regarding students are prohibited.

Staff shall supervise students while they are using on-line services and may ask teacher aides to assist in this supervision.

Acceptable Use Agreement

Before students are authorized to use District Technology and/or bring personal mobile devices to school or school activities, they and their parent/guardian are required to sign and return the Acceptable Use Agreement. Parents must agree not to hold the District or its personnel responsible for the failure of any technology protection measures, violations of copyright restrictions, user mistakes or negligence, or any costs incurred by users. Parents also will acknowledge they may be held liable for damages caused by their child's intentional misuse of District or Personal Technology.

Oversight

To help ensure that the District adapts to changing technologies and circumstances, the Superintendent or designee shall regularly review this policy, the accompanying administrative regulation and other procedures. He/she shall also monitor the District's filtering software to help ensure its effectiveness.

Access to Social Media Sites

The District does not permit students to access social media sites, such as Facebook and MySpace, using District Technology.

Legal Reference:

EDUCATION CODE

48980 Required notification at beginning of term
 51006 Computer education and resources
 51007 Programs to strengthen technological skills
 51870-51874 Education Technology
 51870.5 Student Internet access
 60044 Prohibited instructional materials

PENAL CODE

313 Harmful matter
 502 Computer crimes, remedies
 632 Eavesdropping on or recording confidential communications

UNITED STATES CODE, TITLE 20

6801-6979 Technology for Education Act of 1994
 7001 Internet safety policy and technology protection measures, Title III funds

UNITED STATES CODE, TITLE 47

254 Universal service discounts (E-rate)

CODE OF FEDERAL REGULATIONS, TITLE 16

312.1-312.12 Children's online privacy protection

CODE OF FEDERAL REGULATIONS, TITLE 47

54.520 Internet safety policy and technology protection measures, E-rate discounts

Management Resources:

CDE PUBLICATIONS

K-12 Network Technology Planning Guide: Building the Future, 1994

CDE PROGRAM ADVISORIES

1223.94 Acceptable Use of Electronic Information Resources

WEB SITES

Federal Communications Commission: <http://www.fcc.gov>

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

Commission on Online Child Protection: <http://www.copacommission.org>

CDE: <http://www.cde.ca.gov>

American Library Association: <http://www.ala.org>

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

SANTA ANA UNIFIED SCHOOL DISTRICT

BP 6163.4(a)

Instruction

Student Use of Technology

The Governing Board intends that technological resources provided by the District be used in a responsible and proper manner in support of the instructional program and for the advancement of student learning. (cf. 0440 - District Technology Plan) (cf. 1113 - District and School Web Sites) (cf. 4040 - Employee Use of Technology) (cf. 6010 - Goals and Objectives) (cf. 6162.7 - Use of Technology in Instruction) (cf. 6163.1 - Library Media Centers)

~~The Superintendent or designee shall notify students and parents/guardians about authorized uses of District computers and consequences for unauthorized use and/or unlawful activities. (cf. 5125.2 Withholding Grades, Diploma or Transcripts) (cf. 5144 Discipline) (cf. 5144.1 Suspension and Expulsion/Due Process) (cf. 5144.2 Suspension and Expulsion/Due Process: Students with Disabilities) (cf. 5145.12 Search and Seizure)~~

This policy shall not be construed to limit pupil rights to free speech as protected by the United States Constitution, the California Constitution, Education Code sections 48907 and 48950, and other applicable law.

Definitions

"Technology" includes access to the Internet, computers, tablets, telephones, cellular telephones, personal digital assistants, pagers, MP3 players, such as iPod's, USB drives, wireless access points (routers), or any wireless communication device.

"District Technology" is that which is owned or provided by the District.

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The District provides Technology for a limited educational purpose. This means students may use these resources for classroom activities and other school-related work. Students may not use District Technology for commercial purposes; students may not offer, provide, or purchase products or services using District Technology. Students may use District Technology only for class assignments or for personal research on subjects similar to what they might study in a class or in the school library. Use for entertainment purposes or personal communication, such as personal blogging, instant messaging, on-line shopping or gaming is not allowed.

The Superintendent or designee shall notify students and parents/guardians about authorized uses of District Technology and consequences for unauthorized use and/or unlawful activities. (cf. 5125.2 - Withholding Grades, Diploma or Transcripts) (cf. 5144 - Discipline) (cf. 5144.1 - Suspension and Expulsion/Due Process) (cf. 5144.2 - Suspension and Expulsion/Due Process: Students with Disabilities) (cf. 5145.12 - Search and Seizure)

Use of Personal Technology

Use of Personal Technology may violate this Policy if the District reasonably believes the conduct or speech will cause actual, material disruption of school activities. This Policy and accompanying Administrative Regulation will provide students with guidance in order to avoid such disruption.

On-Line Services/Internet Access

The Superintendent or designee shall ensure that all District computers with Internet access have a technology protection measure that blocks or filters Internet access to visual depictions that are obscene, child pornography, or harmful to minors, and that the operation of such measures is enforced. (20 USC 7001, 47 USC 254)

The Board desires to protect students from access to harmful matter on the Internet or other on-line services. The Superintendent or designee shall implement rules and procedures designed to restrict students' access to harmful or inappropriate matter on the Internet. He/she also shall establish regulations to address the safety and security of students when using electronic mail, chat rooms and other forms of direct electronic communication.

The Superintendent or designee shall provide age-appropriate instruction regarding safe and appropriate behavior on social networking sites, chat rooms, and other Internet services. Such instruction shall include, but not be limited to, the dangers of posting personal information online, misrepresentation by online predators, how to report inappropriate or offensive content or threats, behaviors that constitute cyberbullying, and how to respond when subjected to cyberbullying.

Disclosure, use and dissemination of personal identification information regarding students are prohibited.

Staff shall supervise students while they are using on-line services and may ask teacher aides to assist in this supervision.

Acceptable Use Agreement

~~Before using the District's on line resources, each student and his/her parent/guardian shall sign and return an Acceptable Use Agreement specifying user obligations and responsibilities. In that agreement, the student and his/her parent/guardian shall agree to not hold the District responsible and shall agree to identify and hold harmless the District and all District personnel for the failure of any technology protection measures, violations of copyright restrictions, users' mistakes or negligence, or any costs incurred by users. (cf. 6162.6 Use of Copyrighted Materials)~~

Before students are authorized to use District Technology and/or bring personal mobile devices to school or school activities, they and their parent/guardian are required to sign and return the Acceptable Use Agreement. Parents must agree not to hold the District or its personnel responsible for the failure of any technology protection measures, violations of copyright restrictions, user mistakes or negligence, or any costs incurred by users. Parents also will acknowledge they may be held liable for damages caused by their child's intentional misuse of District or Personal Technology.

Oversight

To help ensure that the District adapts to changing technologies and circumstances, the Superintendent or designee shall regularly review this policy, the accompanying administrative regulation and other procedures. He/she shall also monitor the District's filtering software to help ensure its effectiveness.

Access to Social Media Sites

The District does not permit students to access social media sites, such as Facebook and MySpace, using District Technology.

Legal Reference:

EDUCATION CODE

48980	Required notification at beginning of term
51006	Computer education and resources
51007	Programs to strengthen technological skills
51870-51874	Education Technology
51870.5	Student Internet access
60044	Prohibited instructional materials

PENAL CODE

313	Harmful matter
502	Computer crimes, remedies
632	Eavesdropping on or recording confidential communications

UNITED STATES CODE, TITLE 20

6801-6979	Technology for Education Act of 1994
7001	Internet safety policy and technology protection

measures, Title III funds

UNITED STATES CODE, TITLE 47

254	Universal service discounts (E-rate)
-----	--------------------------------------

CODE OF FEDERAL REGULATIONS, TITLE 16

312.1-312.12	Children's online privacy protection
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CODE OF FEDERAL REGULATIONS, TITLE 47

54.520	Internet safety policy and technology protection measures, E-rate discounts
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Management Resources:

CDE PUBLICATIONS

K-12 Network Technology Planning Guide: Building the Future, 1994

CDE PROGRAM ADVISORIES

1223.94	Acceptable Use of Electronic Information Resources
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WEB SITES

Federal Communications Commission: <http://www.fcc.gov>

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

Commission on Online Child Protection: <http://www.copacommission.org>

CDE: <http://www.cde.ca.gov>

American Library Association: <http://www.ala.org>

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

Instruction

Student Use of Technology

The principal or designee shall oversee the maintenance of each school's technological resources and may establish guidelines and limits on their use. He/she shall ensure that all students using these resources receive training in their proper and appropriate use. (cf. 0440 -District Technology Plan) (cf. 4040 - Employee Use of Technology) (cf. 4131-Staff Development) (cf. 4231 - Staff Development) (cf. 4331 - Staff Development)

At the beginning of each school year, parents/guardians shall receive a copy of the District's "Student Use of Technology" policy and administrative regulation. (Education Code 48980) (cf. 5145.6 - Parental Notifications) Students are informed that their parents may be held financially responsible for any harm that may result from the student's intentional misuse of District or Personal Technology. Students may use District Technology only if their parents have signed a waiver of claims for damages against the District.

Privacy

Computer files and communications over District electronic networks are not private. The District reserves the right to monitor any use of District Technology, including on-line communications, for improper use and/or for regular maintenance of the District's systems. Electronic communications and downloaded material, including files deleted from a user's account, may be monitored or read by District officials to ensure proper use of the system. (cf. 5145.12 -Search and Seizure) Students are informed that their parents have the right to request to see their student's computer files at any time.

Student Obligations and Responsibilities

Students are authorized to use District Technology in accordance with user obligations and responsibilities specified below and in accordance with Governing Board policy and the District's Acceptable Use Agreement. Students should promptly inform a teacher or administrator if they receive materials that are inappropriate or make them feel uncomfortable. The following provisions refer to District Technology; however, use of Personal Technology also may violate this regulation if the District reasonably believes the conduct or speech will cause actual, material disruption of school activities.

1. The student, in whose name any account is issued, is responsible for its proper use at all times. Students shall keep passwords, personal account numbers, home addresses and telephone numbers private. They shall use the system only under their own password or account number.
2. Students shall use District Technology responsibly for educational purposes. Commercial, political and/or personal use unrelated to an educational purpose is strictly prohibited.

Students shall not use District Technology to access, post, submit, publish or display "material that is harmful to minors," or matter that is threatening, obscene, lewd, vulgar, or disruptive. The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that:

- (i) taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion;
- (ii) depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
- (iii) taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors. (47 USC 254(h))

3. Students shall not use District Technology to engage in discrimination, harassment, intimidation or bullying on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, or association with a person or group with one or more of these actual or perceived characteristics.

4. Students shall not use District Technology to engage in hate violence.

"Hate violence" means an act punishable under Penal Code section 422.6 ("Interference with exercise of civil rights because of actual or perceived characteristics of victim; damaging property; punishment; speech; charging and punishment for conduct violating multiple provisions of law"), section 422.7 (a crime, intended to intimidate or interfere with a person's legal rights, that is (a) a crime against a person that either includes the present ability to commit a violent injury or causes actual physical injury, or (b) a crime against property that causes damage in excess of nine hundred fifty dollars), or 422.75 (felony hate crimes).

5. Students shall not use District Technology to engage in harassment, threats or intimidation.

"Harassment, threats or intimidation" means the pupil has intentionally engaged in harassment, threats, or intimidation, directed against school district personnel or pupils, that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of either school personnel or pupils by creating an intimidating or hostile educational environment.

6. Students shall not engage in cyberbullying using District Technology.

"Cyberbullying" means any severe or pervasive verbal communications made by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Education Code Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:

- (a) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.
- (b) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
- (c) Causing a reasonable pupil to experience substantial interference with his or her academic performance.
- (d) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.

"Electronic act" means the transmission of a communication, including, but not limited to, a message, text, sound, or image, or a post on a social network Internet Web site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer or pager.

"Reasonable pupil" means a pupil, including but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.

While not an exhaustive list, examples of cyberbullying might include:

- threats to harm another person;
- oral or written assaults, such as teasing or name-calling;
- social isolation or manipulation;
- posting harassing messages, direct threats, social cruelty or other harmful texts, sounds or images on the Internet, including social networking sites;
- posting or sharing false or defamatory information about another person;
- posting or sharing information about another person that is private;
- pretending to be another person on a social networking site or other electronic communication in order to damage that person's reputation or friendships;
- posting or sharing photographs of other people without their permission;
- spreading hurtful or demeaning materials created by another person (i.e., forwarding offensive e-mails or text messages); and
- retaliating against someone for complaining that they have been bullied.

AR 6163.4(d)

7. Students shall not disclose, use or disseminate personal identification information about themselves or others when using District Technology, including electronic mail, chat rooms, or other forms of direct electronic communication. Students are also cautioned not to disclose such information by other means to individuals located through the Internet without the permission of their parents/guardians. Personal information includes the student's name, address, telephone number, Social Security number, or other individually identifiable information. Students should not post or share photographs of other students without the other student's permission.
8. Students shall not use District Technology to encourage the use of drugs, alcohol or tobacco, nor shall they promote unethical practices or any activity prohibited by law or Board policy. (cf. 3513.3 - Tobacco-Free Schools)
9. Copyrighted material shall not be placed on District Technology without the author's permission. Students may download copyrighted material for their own use only. (cf. 6162.6 - Use of Copyrighted Materials)

Copyrighted material shall be downloaded or shared only in accordance with applicable copyright laws. Any materials utilized for research projects should be given proper credit as with any other printed source of information.
10. Students shall not intentionally upload, download or create computer viruses and/or maliciously attempt to harm or destroy District Technology or manipulate the data of any other user, including so-called "hacking." (cf. 5131.5 - Vandalism, Theft and Graffiti)
11. Students shall not read other users' electronic communication or files. They shall not attempt to interfere with other users' ability to send or receive electronic communication, nor shall they attempt to delete, copy, modify or forge other users' communication or files.
12. Students shall report any security problem or misuse of District or Personal Technology to the teacher or principal. If a student mistakenly accesses inappropriate information, the student must immediately report the matter to a teacher or school administrator.
13. Students shall not modify or attempt to repair District Technology without prior authorization.
14. Students shall not connect any personal device in the network, such as wireless access points, routers, hubs, etc.
15. Students shall not use web based proxies/anonymizers or software that attempts to make online activity on the Internet untraceable.
16. Students shall not download large files without permission of a teacher or administrator. Students shall not misuse District or school distribution lists or discussion groups by sending irrelevant messages.

17. Students may not send, share, view or possess pictures, text messages, e-mails or other material of an obscene nature in electronic or any other form on Personal Technology at school or school-related activities, or using District Technology.

Mobile Devices

A. Personal Mobile Devices

The use of personal mobile devices, such as laptops, cellular phones, tablets, pagers, or other electronic signaling devices, by students on campus is subject to all applicable District policies and regulations concerning technology use, as well as the following rules and understandings:

- Permission to have a mobile device at school is contingent on parent/guardian permission in the form of a signed copy of the District's Technology Use policy and administrative regulation, except as required by Education Code section 48901.5(b).
- The District accepts no financial responsibility for damage, loss or theft. Devices should not be left unattended.
- All costs for data plans and fees associated with mobile devices are the responsibility of the student. The District does not require the use of personal mobile devices and does not rely on personal devices in its instructional program or extracurricular activities.
- Mobile devices with Internet access capabilities will access the Internet only through the school's filtered network while on school property.
- Use during class time must be authorized by the teacher.
- Photographs and audio or video recordings may be taken/made only with the express permission of all individuals being photographed or recorded. Recordings made in a classroom require the advance permission of the teacher and the school principal.
- Students may not take, possess or share obscene photographs or videos.
- Students may not photograph, videotape or otherwise record teacher-prepared materials, such as tests.
- The District will monitor all Internet or intranet access.
- If the District has reasonable cause to believe the student has violated the law or District policy, the device may be searched by authorized personnel and/or law enforcement may be contacted.

B. District-Owned Mobile Devices

When a student is using a District-owned mobile device, all of the above rules pertaining to personal mobile devices apply as well as the following:

AR 6163.4(f)

- The device may be used only for school-related purposes.
- Users may not download applications ("apps") to the device without permission from the teacher or other District employee.
- Users must follow all "apps" use agreements.
- The student and parent/guardian will be responsible for the replacement cost if the device is lost or is damaged because of intentional misuse.

Consequences for Violation

For purposes of disallowing access to District Technology, the principal or designee shall make all decisions regarding whether or not a student has violated Board policy or administrative regulation. The decision of the principal or designee shall be final.

Inappropriate use shall result in a cancellation of the student's user privileges, disciplinary action and/or legal action in accordance with law and Board policy. (cf. 5144 -Discipline) (cf. 5144.1 - Suspension and Expulsion/Due Process) (cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities)) Permission to bring personal mobile devices to school or school activities also may be revoked.

Instruction**Student Use of Technology**

The principal or designee shall oversee the maintenance of each school's technological resources and may establish guidelines and limits on their use. He/she shall ensure that all students using these resources receive training in their proper and appropriate use. (cf. 0440 -District Technology Plan) (cf. 4040 - Employee Use of Technology) (cf. 4131-Staff Development) (cf. 4231 - Staff Development) (cf. 4331 - Staff Development) (cf. 6162.7 - Use of Technology in Instruction)

At the beginning of each school year, parents/guardians shall receive a copy of the District's **"Student Use of Technology"** policy and administrative regulation. ~~regarding access by students to the Internet and on line sites.~~ (Education Code 48980) (cf. 5145.6 - Parental Notifications) **Students are informed that their parents may be held financially responsible for any harm that may result from the student's intentional misuse of District or Personal Technology. Students may use District Technology only if their parents have signed a waiver of claims for damages against the District.**

Privacy

Computer files and communications over District electronic networks are not private. The District reserves the right to monitor any use of District Technology, including on-line communications, for improper use and/or for regular maintenance of the District's systems. Electronic communications and downloaded material, including files deleted from a user's account, may be monitored or read by District officials to ensure proper use of the system. (cf. 5145.12 -Search and Seizure) Students are informed that their parents have the right to request to see their student's computer files at any time.

Student Obligations and Responsibilities

Students are authorized to use District ~~equipment to access the Internet or on-line services~~ **Technology** in accordance with user obligations and responsibilities specified below and in accordance with Governing Board policy and the District's Acceptable Use Agreement. **Students should promptly inform a teacher or administrator if they receive materials that are inappropriate or make them feel uncomfortable. The following provisions refer to District Technology; however, use of Personal Technology also may violate this regulation if the District reasonably believes the conduct or speech will cause actual, material disruption of school activities.**

1. The student, in whose name any ~~on-line services~~ account is issued, is responsible for its proper use at all times. Students shall keep **passwords**, personal account numbers, home addresses and telephone numbers private. They shall use the system only under their own **password or** account number.
2. Students shall use ~~the District's system~~ **District Technology** responsibly for educational purposes. Commercial, political and/or personal use unrelated to an educational purpose is strictly prohibited.

3. Students shall not use District Technology to access, post, submit, publish or display "material that is harmful to minors," or inappropriate matter that is threatening, obscene, lewd, vulgar, or disruptive, or sexually explicit, or that could be construed as harassment or disparagement of others based on their actual or perceived ethnic group, identification, color, sex, race/ethnicity, national origin, gender, sexual orientation, age, disability or religion (cf. 5145.3 Nondiscrimination/Harassment) (cf. 5145.7 Sexual Harassment) (cf. 5145.9 Hate Motivated Behavior)

Harmful matter includes matter, taken as a whole, which to the average person, applying contemporary statewide Standards, appeals to the prurient interest and is matter which depicts or describes in a patently offensive way sexual conduct and which lacks serious literary, artistic, political, or scientific value for minors. (Penal Code 313) The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that--

(i) taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion;

(ii) depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and

(iii) taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors. (47 USC 254(h)).

4. Students shall not use District Technology to engage in discrimination, harassment, intimidation or bullying on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, or association with a person or group with one or more of these actual or perceived characteristics.

5. Students shall not use District Technology to engage in hate violence.

"Hate violence" means an act punishable under Penal Code section 422.6 ("Interference with exercise of civil rights because of actual or perceived characteristics of victim; damaging property; punishment; speech; charging and punishment for conduct violating multiple provisions of law"), section 422.7 (a crime, intended to intimidate or interfere with a person's legal rights, that is (a) a crime against a person that either includes the present ability to commit a violent injury or causes actual physical injury, or (b) a crime against property that causes damage in excess of nine hundred fifty dollars), or 422.75 (felony hate crimes).

6. Students shall not use District Technology to engage in harassment, threats or intimidation.

"Harassment, threats or intimidation" means the pupil has intentionally engaged in harassment, threats, or intimidation, directed against school district personnel or pupils, that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of either school personnel or pupils by creating an intimidating or hostile educational environment.

~~Students shall not post information about others that they know to be false. Students shall not engage in "cyberbullying" activities against other students or District staff. "Cyberbullying" includes the transmission of communications, posting of harassing messages, direct threats, social cruelty, or other harmful texts, sounds, or images on the Internet, social networking sites, or other digital technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that~~

~~person's reputation or friendships. (cf. 5145.3 Nondiscrimination/Harassment) (cf. 5145.7 Sexual Harassment) (cf. 5145.9 Hate/Motivated Behavior) Any student who engages in Cyberbullying on school premises, or off campus in a manner that impacts a school activity or school attendance, shall be subject to discipline in accordance with District policies and regulation.~~

7. Students shall not engage in cyberbullying using District Technology.

"Cyberbullying" means any severe or pervasive verbal communications made by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Education Code Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:

- (a) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.**
- (b) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.**
- (c) Causing a reasonable pupil to experience substantial interference with his or her academic performance.**
- (d) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.**

"Electronic act" means the transmission of a communication, including, but not limited to, a message, text, sound, or image, or a post on a social network Internet Web site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer or pager.

"Reasonable pupil" means a pupil, including but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.

While not an exhaustive list, examples of cyberbullying might include:

- threats to harm another person;
- oral or written assaults, such as teasing or name-calling;
- social isolation or manipulation;
- posting harassing messages, direct threats, social cruelty or other harmful texts, sounds or images on the Internet, including social networking sites;
- posting or sharing false or defamatory information about another person;
- posting or sharing information about another person that is private;
- pretending to be another person on a social networking site or other electronic communication in order to damage that person's reputation or friendships;
- posting or sharing photographs of other people without their permission;
- spreading hurtful or demeaning materials created by another person (e.g., forwarding offensive e-mails or text messages); and
- retaliating against someone for complaining that they have been bullied.

8. Students shall not disclose, use or disseminate personal identification information about themselves or others when using **District Technology**, **including** electronic mail, chat rooms, or other forms of direct electronic communication. Students are also cautioned not to disclose such information by other means to individuals located through the Internet without the permission of their parents/guardians. ~~Student Use of Technology~~ Personal information includes the student's name, address, telephone number, Social Security number, or other individually identifiable information. Students should not post or share photographs of other students without the other student's permission.
9. Students shall not use ~~the system~~ **District Technology** to encourage the use of drugs, alcohol or tobacco, nor shall they promote unethical practices or any activity prohibited by law or Board policy. (cf. 3513.3 - Tobacco-Free Schools)
10. Copyrighted material shall not be placed on ~~the system~~ **District Technology** without the author's permission. Students may download copyrighted material for their own use only. (cf. 6162.6 - Use of Copyrighted Materials)

Copyrighted material shall be downloaded or shared only in accordance with applicable copyright laws. Any materials utilized for research projects should be given proper credit as with any other printed source of information. (cf. 5131.9 - Academic Honesty)

11. Students shall not intentionally upload, download or create computer viruses and/or maliciously attempt to harm or destroy District ~~equipment or materials~~ **Technology** or manipulate the data of any other user, including so-called "hacking." (cf. 5131.5 - Vandalism, Theft and Graffiti)
12. Students shall not read other users' electronic communication or files. They shall not attempt to interfere with other users' ability to send or receive electronic communication, nor shall they attempt to delete, copy, modify or forge other users' communication or files.
13. Students shall report any security problem or misuse of ~~the services~~ **District or Personal Technology** to the teacher or principal. If a student mistakenly accesses inappropriate information, the student must immediately report the matter to a teacher or school administrator.
14. Students shall not modify or attempt to repair District ~~computers or other hardware~~ **Technology** without prior authorization.

~~Computer files and communications over District electronic networks are not private. The District reserves the right to monitor any on line communications for improper use and/or regular maintenance of the District's systems. Electronic communications and downloaded material, including files deleted from a user's account, may be monitored or read by District officials to ensure proper use of the system. (cf. 5145.12 Search and Seizure) Students are informed that their parents have the right to request to see their student's computer files at any time. Students also are informed that their parents may be held responsible for any harm that may result from the student's intentional misuse of District resources. Students may use the system only if their parents have signed a disclaimer of claims for damages against the District.~~

15. Students shall not connect any personal device in the network, such as wireless access points, routers, hubs, etc.

16. Students shall not use web based proxies/anonymizers or software that attempts to make online activity on the Internet untraceable.

17. Students shall not download large files without permission of a teacher or administrator. Students shall not misuse District or school distribution lists or discussion groups by sending irrelevant messages.

18. Students may not send, share, view or possess pictures, text messages, e-mails or other material of an obscene nature in electronic or any other form on Personal Technology at school or school-related activities, or using District Technology.

Mobile DevicesA. Personal Mobile Devices

The use of personal mobile devices, such as laptops, cellular phones, tablets, pagers, or other electronic signaling devices, by students on campus is subject to all applicable District policies and regulations concerning technology use, as well as the following rules and understandings:

- Permission to have a mobile device at school is contingent on parent/guardian permission in the form of a signed copy of the District's Technology Use policy and administrative regulation, except as required by Education Code section 48901.5(b).
- The District accepts no financial responsibility for damage, loss or theft. The student should keep the device in a locker when not in use. Devices should not be left unattended.
- All costs for data plans and fees associated with mobile devices are the responsibility of the student. The District does not require the use of personal mobile devices and does not rely on personal devices in its instructional program or extracurricular activities.
- Mobile devices with Internet access capabilities will access the Internet only through the school's filtered network while on school property.
- Use during class time must be authorized by the teacher.
- Photographs and audio or video recordings may be taken/made only with the express permission of all individuals being photographed or recorded. Recordings made in a classroom require the advance permission of the teacher and the school principal.
- Students may not take, possess or share obscene photographs or videos.
- Students may not photograph, videotape or otherwise record teacher-prepared materials, such as tests.
- The District will monitor all Internet or intranet access.
- If the District has reasonable cause to believe the student has violated the law or District policy, the device may be searched by authorized personnel and/or law enforcement may be contacted.

B. District-Owned Mobile Devices

When a student is using a District-owned mobile device, all of the above rules pertaining to personal mobile devices apply as well as the following:

- The device may be used only for school-related purposes.
- Users may not download applications ("apps") to the device without permission from the teacher or other District employee.
- Users must follow all "apps" use agreements.
- The student and parent/guardian will be responsible for the replacement cost if the device is lost or is damaged because of intentional misuse.

Consequences for Violation

For purposes of disallowing access to District Technology, the principal or designee shall make all decisions regarding whether or not a student has violated Board policy or ~~the District's Acceptable Use Agreement~~ **administrative regulation**. The decision of the principal or designee shall be final.

Inappropriate use shall result in a cancellation of the student's user privileges, disciplinary action and/or legal action in accordance with law and Board policy. (cf. 5144 -Discipline) (cf. 5144.1 - Suspension and Expulsion/Due Process) (cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities)) **Permission to bring personal mobile devices to school or school activities also may be revoked.**

Approved: (4-03, 8-09)

Santa Ana, CA

AGENDA ITEM BACKUP SHEET
June 12, 2012

Board Meeting

TITLE: Board Policy 5145.4 – Anti-Bullying (New: First Reading)
ITEM: Action
SUBMITTED BY: Doreen Lohnes, Assistant Superintendent, Support Services
PREPARED BY: Nancy Diaz-Miller, Senior Director, Pupil Support Services

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board adoption of Board Policy (BP) 5145.4 - Anti-Bullying. Governor Brown recently signed into law Assembly Bill 9, imposing new requirements in preventing and responding to bullying. The policy applies to all acts related to school activity or school attendance occurring within a school under the jurisdiction of the superintendent of the school district. As amended, Education Code Section 234.1 also requires school districts to adopt a process for receiving and investigating complaints of discrimination, harassment, intimidation, and bullying based on protected characteristics.

RATIONALE:

This bill amends Education Code Section 234.1 requiring school districts to adopt a policy that prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived characteristics regarding disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or association with a person or group with one or more of these actual or perceived characteristics.

In addition, Education Code Section 48916.1 requires these policy components:

1. School staff witnessing an act of bullying shall take immediate steps to intervene when safe to do so.
2. A timeline to investigate and resolve bullying complaints.
3. An appeal process afforded to the complainant, should he or she disagree with the resolution of the complaint.
4. All forms developed pursuant to this process must be translated pursuant to Education Code Section 48985.

The timeline and appeal process referenced within these new Board Policy components is found in the District's Uniform Complaint Policy.

FUNDING:

Not Applicable

RECOMMENDATION:

Presented for first reading.

BP	Title	Summary of Changes
BP 5145.4	Anti-Bullying	<p>This new board policy strengthens prohibitions against bullying by incorporating it under the purview of the District’s Uniform Complaint Procedure Board Policy/Administrative Regulation 1312.3. This Anti-bullying Board Policy provides a comprehensive definition of bullying and outlines duties and responsibilities of school employees. If school employees witness an act of discrimination, harassment, intimidation or bullying, they shall take immediate steps to intervene when safe to do so and the site administrator shall notify the District's Nondiscrimination Officer within 24 hours. Students who have knowledge are encouraged to inform a teacher or school administrator as soon as possible. Students and parents may make such complaints anonymously through the District anti-bullying hotline or by contacting the Executive Director of Pupil Support Services. The policy requires the following five elements: confidentiality, disciplinary consequences, notifications, anti-bullying education, and priority for inter-district transfers. New requirements are effective July 1, 2012.</p> <ol style="list-style-type: none"> <li data-bbox="737 743 1915 813">1. Confidentiality - The identity of a complainant alleging discrimination will be confidential to the extent possible. <li data-bbox="737 818 1915 888">2. Disciplinary Consequences - Students who violate this policy may be subject to discipline, including suspension and/or expulsion. <li data-bbox="737 893 1915 963">3. Notifications - This policy shall be posted in all schools and offices, including staff lounges and Associated Student Body meeting rooms. <li data-bbox="737 967 1915 1179">4. Anti-Bullying Education - The District shall undertake educational activities to prevent bullying such as Anti-Bullying Student Assemblies, Student and Staff Cyber Savvy Week activities and staff and parent meetings. The District Educational Technology plan and Acceptable/Responsible Use Policy shall educate pupils about appropriate online behavior, including interacting with others on social networking websites and in chat rooms. <li data-bbox="737 1183 1915 1253">5. Inter-district Transfers - A victim of bullying shall be given priority for an inter-district transfer, as requested by the victim's parents/guardians.

SANTA ANA SCHOOL DISTRICT

BP 5145.4 (a)

Introduction

Anti-Bullying

The District believes every child is entitled to a safe school environment free from bullying and discrimination. Consistent with state and federal law, the District prohibits bullying and discrimination and provides a timely and effective complaint procedure for pupils who believe they have been the victim of bullying or discrimination. The District also is mindful that, at times, behavior that is rude or insensitive may nevertheless be constitutionally protected in the context of a public school environment. Such conduct can best be combatted and prevented with effective strategies that involve pupils, parents and school employees in collaborative efforts to teach tolerance and ensure equal educational opportunities for all.

Applicability

This policy applies to all of the District's students. This policy applies to all acts related to school activity or school attendance occurring within a school under the jurisdiction of the superintendent of the Santa Ana School District. (Educ. Code § 234.1 (a).)

This policy also reminds school personnel of their obligation to intervene when safe to do so as required by Education Code section 234.1(b)(1). (See Section VI below.)

Definitions

- A. "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:
- (a) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.
 - (b) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
 - (c) Causing a reasonable pupil to experience substantial interference with his or her academic performance.
 - (d) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.

While not an exhaustive list, examples of bullying/cyberbullying might include:

- direct physical contact, such as hitting or shoving;
- threats to harm another person;
- oral or written assaults, such as teasing or name-calling;
- social isolation or manipulation;
- posting harassing messages, direct threats, social cruelty or other harmful texts, sounds or images on the Internet, including social networking sites;
- posting or sharing false or defamatory information about another person;
- posting or sharing information about another person that is private;
- pretending to be another person on a social networking site or other electronic communication in order to damage that person's reputation or friendships;
- posting or sharing photographs of other people without their permission;
- spreading hurtful or demeaning materials created by another person (e.g., forwarding offensive e-mails or text messages); and
- retaliating against someone for complaining that they have been bullied.

- B. "Electronic act" means the transmission of a communication, including, but not limited to, a message, text, sound, or image, or a post on a social network Internet Web site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer or pager.
- C. "Reasonable pupil" means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.

Prohibition Against Bullying

The District prohibits bullying as defined in this policy. This includes, but is not limited to, discrimination, harassment, intimidation and bullying based on the actual or perceived characteristics set forth in Penal Code section 422.55 and Education Code section 220, and disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or association with a person or group with one or more of these actual or perceived characteristics. (Educ. Code §§ 234.1(a); 48900(r).) [cf. Board Policy 5145.3 (Nondiscrimination in District Programs and Activities) and Board Policy 5145.7 (Sexual Harassment of Students)]

In addition, the District prohibits retaliation against complainants.

Free Speech Protection

This policy shall not be construed to limit pupil rights to free speech as protected by the United States Constitution, the California Constitution, Education Code sections 48907 and 48950, and other applicable law.

Duties and Responsibilities of School Employees

If school personnel witness an act of discrimination, harassment, intimidation, or bullying, he or she shall take immediate steps to intervene when safe to do so. (Educ. Code §234.1(b)(1).)

Reporting and Investigating Complaints; Complaint Officer

Any employee who has knowledge of discrimination, harassment, intimidation or bullying shall inform the site administrator of the concern as soon as possible. The site administrator shall notify the District's Nondiscrimination Officer within 24 hours. Students who have knowledge of discrimination, harassment, intimidation or bullying are encouraged to inform a teacher or school administrator as soon as possible. Students and parents may make such complaints anonymously by calling the Nondiscrimination Officer at the number below. Anonymous reports must provide sufficient corroborating evidence to justify the commencement of an investigation. Because of the inability of investigators to interview anonymous complainants, it may be more difficult to evaluate the allegations and, therefore, less likely to cause an investigation to be initiated.

Formal complaints regarding violations of this policy shall be made pursuant to the District's Uniform Complaint Procedure, Board Policy/Administrative Regulation 1312.3.

The District's Nondiscrimination Officer is:

Senior Director, Pupil Support Services
1629 S. Center, Santa Ana, CA 92704
(714) 433-3481
pss@sausd.us

The Nondiscrimination Officer is responsible for ensuring the District's compliance with nondiscrimination laws impacting California public school districts. The Nondiscrimination Officer shall notify the parents of the reported victim and the alleged perpetrator of the complaint and, if appropriate, law enforcement officials. The Nondiscrimination Officer may refer the victim, perpetrator and others to counseling and mental and other health services, as appropriate. The Nondiscrimination Officer shall maintain documentation of complaints and their resolution for a minimum of one CPM review cycle. (Educ. Code § 234.1(e).)

Confidentiality

The identity of a complainant alleging discrimination, harassment, intimidation, or bullying shall remain confidential as appropriate within the dual contexts of the District's legal obligation to ensure a learning environment free from discrimination, harassment, intimidation and bullying, and the right of the accused to be informed of the allegations. Some level of disclosure may be necessary to ensure a complete and fair investigation, although the District will comply with requests for confidentiality to the extent possible.

Disciplinary Consequences

Students who violate this policy may be subject to discipline, including suspension and expulsion pursuant to the District's discipline policies and procedures, Board Policy/Administrative Regulation 5144.

Notifications

The District shall publicize this policy, including information about the manner in which to file a complaint, to pupils, parents, employees, agents of the governing board and the general public. The information shall be translated pursuant to Education Code section 48985. This policy shall be posted in all schools and offices, including staff lounges and pupil government meeting rooms. (Educ. Code § 234.1(c) and (d).)

Anti-Bullying Education

The District has an affirmative obligation to combat racism, sexism, and other forms of bias, and a responsibility to provide equal educational opportunity. The District shall undertake educational activities to prevent bullying and counter discriminatory incidents that impact the school environment and, within constitutional bounds, to minimize and eliminate a hostile environment on school grounds that impairs the access of pupils to equal educational opportunity. (Educ. Code § 201(g).)

As part of its Educational Technology plan and Acceptable/Responsible Use Policy, the District educates pupils about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response. (Board Policy/Administrative Regulation 6163.4.) The District also educates pupils and teachers on the appropriate and ethical use of information technology in the classroom and Internet safety.

Interdistrict Transfers

A pupil who has been determined by personnel of either the district of residence or the district of proposed enrollment to have been the victim of an act of bullying committed by a pupil of the district of residence shall, at the request of the person having legal custody of the pupil, be given

priority for interdistrict attendance under any existing interdistrict attendance agreement or, in the absence of an agreement, be given additional consideration for the creation of an interdistrict attendance agreement. (Educ. Code § 46600(b).)

Legal Reference:

EDUCATION CODE

201 Legislative declaration and intent, Education equity
220 Prohibition of discrimination
234.1 Monitoring, review, and assessment of anti-harassment requirements
46600 Agreements for interdistrict attendance
48900 Grounds for suspensions and expulsions
48902 Notification of law enforcement
48907 Student exercise of free expression
48950 Student freedom of speech

Penal Code

422.55 Hate crime defined

Adopted:

Santa Ana, CA

AGENDA ITEM BACKUP SHEET

June 12, 2012

Board Meeting

TITLE: Adoption of Assembly Bill 602 Annual Budget and Service Plans for 2012-13 School Year

ITEM: Action

SUBMITTED BY: Doreen Lohnes, Assistant Superintendent, Support Services

PREPARED BY: Doreen Lohnes, Assistant Superintendent, Support Services

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board adoption of the Annual Budget and Service Plans for the 2012-13 school year. The California Department of Education has recently directed that these Plans be adopted prospectively, by June 30, 2012, for the upcoming 2012-13 school year.

The Assembly Bill (AB) 602, Chapter 654, Statutes of 1997 added requirements to local plans, specifically in the area of Special Education Local Plan Area (SELPA) governance and public participation. The AB 602 requires SELPAs to submit the annual budget and service plans that are adopted at a public hearing by the governing board of the SELPA.

RATIONALE:

Education Code Section 56205 requires these plans identify expected expenditures and include a description and the physical location of the services. The plan should demonstrate that individuals with disabilities have access to services and instruction appropriate to meet their needs as specified in their Individualized Education Programs (IEPs).

FUNDING:

Not Applicable

RECOMMENDATION:

Adopt Assembly Bill 602 Annual Budget and Service Plans for the 2012-13 school year.


DL:cvl

CERTIFICATION OF ANNUAL BUDGET PLAN
FISCAL YEAR: 2012-13

1. Check one, as applicable:		
<input checked="" type="checkbox"/> Single District	<input type="checkbox"/> Multiple District	<input type="checkbox"/> District/County
CDS Code / SELPA Code 3018	SELPA Name Santa Ana Unified School District	Application Date June 12, 2012
SELPA Address 1601 E. Chestnut Avenue	SELPA City Santa Ana	SELPA Zipcode 92701
Name SELPA Director (Print) Doreen Lohnes		SELPA Director's Telephone Number (714) 558-5832
2. CERTIFICATION BY AGENCY DESIGNATED AS ADMINISTRATIVE AND FISCAL AGENCY FOR THIS PROGRAM (Responsible Local Agency (RLA) or Administrative Unit (AU))		
RLA/AU Name Santa Ana Unified School District	Name/Title of RLA Superintendent (Type) Thelma Melendez, Ph.D.	Telephone Number (714) 558-5512
RLA/AU Street Address 1601 E. Chestnut Avenue	RLA/AU City Santa Ana	RLA/AU Zipcode 92701
Date of Governing Board Approval June 12, 2012		

**Certification of Approval of Annual Budget Plan pursuant to Education Code
 Section 56205(b).**

I certify that the Annual Budget Plan was developed according to the SELPA's local plan governance and policy making process. Notice of this public hearing was posted in each school within the SELPA at least 15 days prior to the hearing.

The Annual Budget Plan was presented for Public Hearing on June 12, 2012.

Adopted this 12 day of June, 2012.

Yeas: _____ Nays: _____

Signed: _____
 RLA / AU Superintendent

SELPA NAME: SANTA ANA UNIFIED SCHOOL DISTRICT
Special Education Local Plan Area
Annual Budget Plan
FISCAL YEAR: 2012-13

The Annual budget Plan shall identify expected expenditures for all items required by this part as listed below. The SACS Codes provide source information from the LEA(s) Reporting

	Reference/Label	Instructions	Totals
A	Funds received in accordance with Chapter 7.2	SACS Resource Code 6500 (State), 3300-3499 (Federal), 6515-6535 (General Fund)	\$ 53,328,951
B	Administrative costs of the plan	SACS Goal code 5001 function 2100	\$ 2,054,719
C	Special education services to pupils with severe and low incidence disabilities	SACS Goal Code 5710	\$ 581,308
		SACS Goal Code 5730	\$ 6,621,783
		SACS Goal Code 5750	\$ 25,375,736
D	Special education services to pupils with non-severe disabilities	SACS Goal Code 5770	\$ 44,332,072
E	Supplemental aids and services to meet the individual needs of pupils placed in regular education classrooms and environments	Any SACS Goal Code with SACS function Code 1130	\$ 2,815,448
F	Regionalized operations and services and direct instructional support by program specialists	SACS Goal Code 5050	\$ -
		SACS Goal Code 5060	\$ 1,332,463
G	The use of property taxes allocated to the special education local plan area pursuant to Section 2572	Santa Ana Unified School District SELPA does not receive property taxes.	

Total Estimated Expenditures \$ 83,113,528

FOR CALIFORNIA DEPARTMENT OF EDUCATION USE ONLY

Received by the Superintendent of Public Instruction: Date: _____ By: _____

CERTIFICATION OF ANNUAL SERVICE PLAN

1. Check one, as applicable:

Single District

Multiple District

District/County

County-District-School Code/Special Education Local Plan Area (SELPA) Code 3018	SELPA Name Santa Ana Unified School District	Application Date June 12, 2012
SELPA Address 1601 E. Chestnut Avenue	SELPA City Santa Ana	SELPA Zip code 92701
Name SELPA Director (Print) Doreen Lohnes		SELPA Director's Telephone Number (714) 558-5832

2. CERTIFICATION BY AGENCY DESIGNATED AS ADMINISTRATIVE AND FISCAL AGENCY FOR THIS PROGRAM (Responsible Local Agency [RLA] or Administrative Unit [AU])

RLA/AU Name Santa Ana Unified School District	Name/Title of RLA Superintendent (Type) Thelma Melendez, Ph.D.	Telephone Number (714) 558-5512
RLA/AU Street Address 1601 E. Chestnut Avenue	RLA/AU City Santa Ana	RLA/AU Zip code 92701

Date of Governing Board Approval

June 12, 2012

Certification of Approval of Annual Service Plan Pursuant to California Education Code Section 56205(b)

I certify that the Annual Service Plan was developed according to the SELPA's local plan governance and policy making process. Notice of this public hearing was posted in each district within the SELPA at least 15 days prior to the hearing.

The Annual Service Plan was presented for public hearing on June 12, 2012.

Adopted this 12 day of June, 2012.

Signed: _____
 RLA/AU Superintendent

FOR CALIFORNIA DEPARTMENT OF EDUCATION USE ONLY

Received by the State Superintendent of Public Instruction: Date: _____ By: _____

CALIFORNIA SPECIAL EDUCATION MANAGEMENT INFORMATION SYSTEM (CASEMIS)

California Department of Education
Form ASP-01a (rev 10/08)

SERVICE DESCRIPTIONS
SELPA SANTA ANA UNIFIED (SAUSD)

Special Education Division

CASEMIS Code	SPECIAL EDUCATION SERVICE CATEGORY DESCRIPTIONS	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement)
210	Family training, counseling, and home visits(ages 0-2 only): This service includes: services provided by social workers, psychologists, or other qualified personnel to assist the family in understanding the special needs of the child and enhancing the child's development. Note: Services provided by specialists (such as medical services, nursing services, occupational therapy, and physical therapy) for a specific function should be coded under the appropriate service category, even if the services were delivered in the home.	X			34 CFR sections 300.34 (c)(3), 300.226
220	Medical services (for evaluation only) (ages 0-2 only): Services provided by a licensed physician to determine a child's developmental status and need for early intervention services.			X	34 CFR sections 300.34 (c)(3), 300.226
230	Nutrition services (ages 0-2 only): These services include conducting assessments in: nutritional history and dietary intake; anthropometric, biochemical, and clinical variables; feeding skills and feeding problems; and food habits and food preferences.			X	34 CFR sections 300.34 (c)(3), 300.226
240	Service coordination (ages 0-2 only)	X			34 CFR sections 300.34 (c)(3), 300.226
250	Special instruction (ages 0-2 only): Special instruction includes: the design of learning environments and activities that promote the child's acquisition of skills in a variety of developmental areas, including cognitive processes and social interaction; curriculum planning, including the planned interaction of personnel, materials, and time and space, that leads to achieving the outcomes in the child's IFSP, providing families with information, skills, and support related to enhancing the skill development of the child; and working with the child to enhance the child's development.	X			34 CFR sections 300.34 (c)(3), 300.226

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260	Special education aide in regular development class, childcare center or family childcare home (ages 0-2 only)			X	34 CFR sections 300.34 (c)(3), 300.226
270	Respite care services (ages 0-2 only): Through the IFSP process, short-term care given in-home or out-of-home, which temporarily relieves families of the ongoing responsibility for specialized care for child with a disability (Note: only for infants and toddlers from birth through 2, but under 3.)			X	34 CFR sections 300.34 (c)(3), 300.226
330	Specialized academic instruction: Adapting, as appropriate to the needs of the child with a disability the content, methodology, or delivery of instruction to ensure access of the child to the general curriculum, so that he or she can meet the educational standards within the jurisdiction of the public agency that apply to all children.	X			34 CFR section 300.39(b)(3)
340	Intensive individual instruction: IEP Team determination that student requires additional support for all or part of the day to meet his or her IEP	X			30 EC section 56364
350	Individual and small group instruction: Instruction delivered one-to-one or in a small group as specified in an IEP enabling the individual(s) to participate effectively in the total school program	X			5 CCR section 3051; 30 EC section 56441.2

Services will be provided in the school of attendance unless otherwise determined by the IEP team.

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415	Language and speech: Language and speech services provide remedial intervention for eligible individuals with difficulty understanding or using spoken language. The difficulty may result from problems with articulation (excluding abnormal swallowing patterns, if that is the sole assessed disability); abnormal voice quality, pitch, or loudness; fluency; hearing loss; or the acquisition, comprehension, expression of spoken language. Language deficits or speech patterns resulting from unfamiliarity with the English language and from environmental, economic or cultural factors are not included. Services include; specialized instruction and services; monitoring, reviewing, and consultation. They may be direct or indirect including the use of a speech consultant.	X			5 CCR section 3051.1; 30 EC section 56363; 34 CFR sections 300.34 (c)(15), 300.8 (c)(11)
425	Adapted physical education: Direct physical education services provided by an adapted physical education specialist to pupils who have needs that cannot be adequately satisfied in other physical education programs as indicated by assessment and evaluation of motor skills performance and other areas of need. It may include individually designed developmental activities, games, sports and rhythms, for strength development and fitness, suited to the capabilities, limitations, and interests of individual students with disabilities who may not safely, successfully or meaningfully engage in unrestricted participation in the vigorous activities of the general or modified physical	X			5 CCR section 3051.5; 30 EC section 56363; 34 CFR sections 300.108, 300.39 (b)(2)
435	Health and nursing – specialized physical health care services: Specialized physical health care services means those health services prescribed by the child's licensed physician and surgeon, requiring medically related training of the individual who performs the services and which are necessary during the school day to enable the child to attend school (5 CCR Section 3051.12(b)). Specialized physical health care services include but are not limited to suctioning, oxygen administration, catheterization, nebulizer treatments, insulin administration and glucose testing.	X			5 CCR section 3051.12; 30 EC section 56363; 34 CFR section 300.107; CEC section 49423.5(d)

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Special Education Division

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436	<p>Health and nursing – other services: This includes services that are provided to individuals with exceptional needs by a qualified individual pursuant to an IEP when a student has health problems which require nursing intervention beyond basic school health services. Services include managing the health problem, consulting with staff, group and individual counseling, making appropriate referrals and maintaining communication with agencies and health care providers. These services do not include any physician-supervised or specialized health care service. IEP-required health and nursing services are expected to supplement the regular health services program.</p>				<p>5 CCR section 3051.12; 30 EC section 56363; 34 CFR section 300.107</p>
445	<p>Assistive technology services: Any specialized training or technical support for the incorporation of assistive devices, adapted computer technology or specialized media with the educational programs to improve access for students. The term includes a functional analysis of the student's needs for assistive technology; selecting, designing, fitting, customizing, or repairing appropriate devices; coordinating services with assistive technology devices; training or technical assistance for students with a disability, the student's family, individuals providing education or rehabilitation services, and employers.</p>	X			<p>5 CCR section 3051.16; 30 EC section 56363; 34 CFR sections 300.6, 300.105</p>

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450	<p>Occupational therapy: Occupational Therapy (OT) includes services to improve student's educational performance, postural stability, self-help abilities, sensory processing and organization, environmental adaptation and use of assistive devices, motor planning and coordination, visual perception and integration, social and play abilities, and fine motor abilities. Both direct and indirect services may be provided within the classroom, other educational settings or the home; in a group or on an individual basis; and may include therapeutic techniques to develop abilities; adaptations to the student's environment or curriculum; and consultation and collaboration with other staff and parents. Services are provided, pursuant to an IEP, by a qualified occupational therapist registered with the American Occupational Therapy Certification Board.</p>	X			5 CCR section 3051.6; 30 EC section 56363; 34 CFR section 300.34 (c)(6)
460	<p>Physical therapy: These services are provided, pursuant to an IEP, by a registered physical therapist, or physical therapist assistant, when assessment shows a discrepancy between gross motor performance and other educational skills. Physical therapy includes, but is not limited to, motor control and coordination, posture and balance, self-help, functional mobility, accessibility and use of assistive devices. Services may be provided within the classroom, other educational settings or in the home; and may occur in groups or individually. These services may include adaptations to the student's environment and curriculum, selected therapeutic techniques and activities, and consultation and collaborative interventions with staff and parents.</p>	X			5 CCR section 3051.6; 30 EC section 56363; 34 CFR section 300.34 (c)(9); B&PC Chapter 5.7 section 2600 - 2696; GC-Interagency Agreement Chapter 26.5 section 7575(a)(2)
510	<p>Individual counseling: One-to-one counseling, provided by a qualified individual pursuant to an IEP. Counseling may focus on aspects, such as educational, career, personal; or be with parents or staff members on learning problems or guidance programs for students. Individual counseling is expected to supplement the regular guidance and counseling program.</p>	X			5 CCR section 3051.9; 34 CFR section 300.34(c)(2)

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Special Education Division

CASEMIS Code	SPECIAL EDUCATION SERVICE CATEGORY DESCRIPTIONS	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement)
515	<p>Counseling and guidance: Counseling in a group setting, provided by a qualified individual pursuant to an IEP. Group counseling is typically social skills development, but may focus on aspects, such as educational, career, personal; or be with parents or staff members on learning problems or guidance programs for students. IEP-required group counseling is expected to supplement the regular guidance and counseling program. Guidance services include interpersonal, intrapersonal or family interventions, performed in an individual or group setting by a qualified individual pursuant to an IEP. Specific programs include social skills development, self-esteem building, parent training, and assistance to special education students supervised by staff credentialled to serve special education students. These services are expected to supplement the regular guidance and counseling</p>	X			<p>34 CFR sections 300.24.(b)(2), 300.306; 5 CCR section 3051.9</p>
520	<p>Parent counseling: Individual or group counseling provided by a qualified individual pursuant to an IEP to assist the parent(s) of special education students in better understanding and meeting their child's needs; may include parenting skills or other pertinent issues. IEP-required parent counseling is expected to supplement the regular guidance and counseling program.</p>	X			<p>5 CCR section 3051.11; 34 CFR section 300.34(c)(8)</p>
525	<p>Social work services: Social Work services, provided pursuant to an IEP by a qualified individual, includes, but are not limited to, preparing a social or developmental history of a child with a disability; group and individual counseling with the child and family; working with those problems in a child's living situation (home, school, and community) that affect the child's adjustment in school; and mobilizing school and community resources to enable the child to learn as effectively as possible in his or her educational program. Social work services are expected to supplement the regular guidance and counseling</p>			X	<p>5 CCR section 3051.13; 34 CFR section 300.34(c)(14)</p>

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SERVICE DESCRIPTIONS

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Special Education Division

CASEMIS Code	SPECIAL EDUCATION SERVICE CATEGORY DESCRIPTIONS	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement)
530	Psychological services: These services, provided by a credentialed or licensed psychologist pursuant to an IEP, include interpreting assessment results to parents and staff in implementing the IEP; obtaining and interpreting information about child behavior and conditions related to learning; planning programs of individual and group counseling and guidance services for children and parents. These services may include consulting with other staff in planning school programs to meet the special needs of children as indicated in the IEP. IEP-required psychological services are expected to supplement the regular guidance and counseling program.	X			5 CCR section 3051.10; 34 CFR section 300.34 (c)(10)
535	Behavior intervention services: A systematic implementation of procedures designed to promote lasting, positive changes in the student's behavior resulting in greater access to a variety of community settings, social contacts, public events, and placement in the least restrictive environment.	X			5 CCR section 3001(d); 34 CFR section 300.34 (c)(10)
540	Day treatment services: Structured education, training and support services to address the student's mental health needs.	X			Health & Safety Code, Div.2, Chap.3, Article 1, section 1502(a)
545	Residential treatment services: A 24-hour out-of-home placement that provides intensive therapeutic services to support the educational program.	X			Welfare and Institutions Code, Part 2, Chapter 2.5, Art. 1, section 5671
610	Specialized services for low incidence disabilities: Low incidence services are defined as those provided to the student population of orthopedically impaired (OI), visually impaired (VI), deaf, hard of hearing (HH), or deaf-blind (DB). Typically, services are provided in education settings by an itinerant teacher or the itinerant teacher/specialist. Consultation is provided to the teacher, staff and parents as needed. These services must be clearly written in the student's IEP, including frequency and duration of the services to the	X			5 CCR sections 3051.16, 3051.18; 34 CFR section 300.34

Services will be provided in the school of attendance unless otherwise determined by the IEP team.

CALIFORNIA SPECIAL EDUCATION MANAGEMENT INFORMATION SYSTEM (CASEMIS)

SERVICE DESCRIPTIONS

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SELPA SANTA ANA UNIFIED (SAUSD)

Special Education Division

CASEMIS Code	SPECIAL EDUCATION SERVICE CATEGORY DESCRIPTIONS	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement)
710	Specialized deaf and hard of hearing services: These services include speech therapy, speech reading, auditory training and/or instruction in the student's mode of communication. Rehabilitative and educational services; adapting curricula, methods, and the learning environment; and special consultation to students, parents, teachers, and other school personnel may also be included.	X			5 CCR sections 3051.16, 3051.18; 34 CFR section 300.34
715	Interpreter services: Sign language interpretation of spoken language to individuals, whose communication is normally sign language, by a qualified sign language interpreter. This includes conveying information through the sign system of the student or consumer and tutoring students regarding class content through the sign system of the student.	X			5 CCR section 3051.16; 34 CFR section 300.34 (c)(4)
720	Audiological services: These services include measurements of acuity, monitoring amplification, and Frequency Modulation system use. Consultation services with teachers, parents or speech pathologists must be identified in the IEP as to reason, frequency and duration of contact; infrequent contact is considered assistance and would not be included.	X			5 CCR section 3051.2; 34 CFR section 300.34 (c)(1)
725	Specialized vision services: This is a broad category of services provided to students with visual impairments. It includes assessment of functional vision; curriculum modifications necessary to meet the student's educational needs -- including Braille, large type, aural media; instruction in areas of need; concept development and academic skills; communication skills (including alternative modes of reading and writing); social, emotional, career, vocational, and independent living skills. It may include coordination of other personnel providing services to the students (such as transcribers, readers, counselors, orientation & mobility specialists, career/vocational staff, and others) and collaboration with the student's classroom teacher.	X			5 CCR section 3030(d); 30 EC section 56364.1

Services will be provided in the school of attendance unless otherwise determined by the IEP team.

CALIFORNIA SPECIAL EDUCATION MANAGEMENT INFORMATION SYSTEM (CASEMIS)

SERVICE DESCRIPTIONS

Special Education Division

California Department of Education
Form ASP-01a (rev 10/08)

SELPA SANTA ANA UNIFIED (SAUSD)

CASEMIS Code	SPECIAL EDUCATION SERVICE CATEGORY DESCRIPTIONS	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement)
730	Orientation and mobility: Students with identified visual impairments are trained in body awareness and to understand how to move. Students are trained to develop skills to enable them to travel safely and independently around the school and in the community. It may include consultation services to parents regarding their children requiring such services according to an IEP. X				5 CCR section 3051.3; 30 EC section 56363; 34 CFR section 300.34 (c)(7)
735	Braille transcription: Any transcription services to convert materials from print to Braille. It may include textbooks, tests, worksheets, or anything necessary for instruction. The transcriber should be qualified in English Braille as well as Nemeth Code (mathematics) and be certified by appropriate agency. X				5 CCR section 3051.16; 30 EC section 56363; 34 CFR section 300.8 (c)(13)
740	Specialized orthopedic services: Specially designed instruction related to the unique needs of students with orthopedic disabilities, including specialized materials and equipment. X				5 CCR sections 3030(e), 3051.16; 30 EC section 56363; 34 CFR section 300.8 (c)(8)
745	Reading Services			X	5 CCR section 3051.16
750	Note taking services: Any specialized assistance given to the student for the purpose of taking notes when the student is unable to do so independently. This may include, but is not limited to, copies of notes taken by another student, transcription of tape-recorded information from a class, or aide designated to take notes. This does not include instruction in the process of learning how to take notes.			X	5 CCR section 3051.16
755	Transcription Services Any transcription service to convert materials from print to a mode of communication suitable for the student. This may also include dictation services as it may pertain to textbooks, tests, worksheets, or anything necessary for instruction. X				5 CCR section 3051.16

Services will be provided in the school of attendance unless otherwise determined by the IEP team.

CALIFORNIA SPECIAL EDUCATION MANAGEMENT INFORMATION SYSTEM (CASEMIS)

Special Education Division

California Department of Education
Form ASP-01a (rev 10/08)

SELPA SANTA ANA UNIFIED (SAUSD)
SERVICE DESCRIPTIONS

CASEMIS Code	SPECIAL EDUCATION SERVICE CATEGORY DESCRIPTIONS	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement)
760	Recreation services, includes therapeutic recreation and specialized instructional programs designed to assist pupils to become as independent as possible in leisure activities, and when possible and appropriate, facilitate the pupil's integration into general recreation programs.			X	5 CCR section 3051.15; 34 CFR section 300.34 (c)(11)
820	College Awareness College awareness is the result of acts that promote and increase student learning about higher education opportunities, information and options that are available including, but not limited to career planning, course prerequisites, admission eligibility and financial aid.	X			34 CFR sections 300.39 (b)(5), 300.43
830	Vocational assessment, counseling, guidance, and career assessment: Organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment and may include provision for work experience, job coaching, development and/or placement, and situational assessment. This includes career counseling to assist student in assessing his/her aptitudes, abilities, and interests in order to make realistic career decisions.	X			5 CCR section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43
840	Career awareness: Transition services include a provision for in paragraph (1)(c)(vi), self-advocacy, career planning, and career guidance. This comment also emphasized the need for coordination between this provision and the Perkins Act to ensure that students with disabilities in middle schools will be able to access vocational education funds.	X			5 CCR section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43
850	Work experience education: Work experience education means organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment, or for additional preparation for a career requiring other than a baccalaureate or advanced degree.	X			5 CCR section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43

CALIFORNIA SPECIAL EDUCATION MANAGEMENT INFORMATION SYSTEM (CASEMIS)

SERVICE DESCRIPTIONS

Special Education Division

SELPA SANTA ANA UNIFIED (SAUSD)

California Department of Education
Form ASP-01a (rev 10/08)

CASEMIS Code	SPECIAL EDUCATION SERVICE CATEGORY DESCRIPTIONS	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement)
855	Job Coaching Job coaching is a service that provides assistance and guidance to an employee who may be experiencing difficulty with one or more aspects of the daily job tasks and functions. The service is provided by a job coach who is highly successful, skilled and trained on the job who can determine how the employee that is experiencing difficulty learns best and formulate a training plan to improve job performance.	X			5 CCR section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43
860	Mentoring: Mentoring is a sustained coaching relationship between a student and teacher through on-going involvement and offers support, guidance, encouragement and assistance as the learner encounters challenges with respect to a particular area such as acquisition of job skills. Mentoring can be either formal as in planned, structured instruction or informal that occurs naturally through friendship, counseling and collegiality in a casual, unplanned			X	5 CCR section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43
865	Agency linkages (referral and placement): Service coordination and case management that facilitates the linkage of individualized education programs under this part and individualized family service plans under part C with individualized service plans under multiple Federal and State programs, such as title I of the Rehabilitation Act of 1973 (vocational rehabilitation), title XIX of the Social Security Act (Medicaid), and title XVI of the Social Security Act (supplemental security income).				30 EC section 56341.5 (f); 34 CFR section 300.344 (3)(b)
870	Travel Training (includes mobility training)	X			5 CCR section 3051.3; 34 CFR sections 300.39 (c)(7)
890	Other transition services: These services may include program coordination, case management and meetings, and crafting linkages between schools and between schools and post-secondary agencies.	X			

Services will be provided in the school of attendance unless otherwise determined by the IEP team.

CALIFORNIA SPECIAL EDUCATION MANAGEMENT INFORMATION SYSTEM (CASEMIS)

SERVICE DESCRIPTIONS

Special Education Division

California Department of Education
Form ASP-01a (rev 10/08)

SELPA SANTA ANA UNIFIED (SAUSD)

CASEMIS Code	SPECIAL EDUCATION SERVICE CATEGORY DESCRIPTIONS	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement)
900	Other special education/related services: Any other specialized service required for a student with a disability to receive educational benefit.			X	

SELPA: Santa Ana Unified School District

LEA: 3066670 SANTA ANA UNIFIED

ANNUAL SERVICE PLAN (001)

Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location										
Site Name	Type of Service	330	415	425	435	436	445	450	460	510	515	520
1. 6030209 Adams Elementary	10	330 530	415 535	425 720	435 725	436 730	445 735	450 900	460	510	515	520
2. 6110175 Carver (George Washington) Elementary	10	330 530	415 535	425 720	435 725	436 730	445 735	450 900	460	510	515	520
3. 6114631 Davis (Wallace R.) Elementary	10	330 530	415 535	425 720	435 725	436 730	445 735	450 900	460	510	515	520
4. 6030233 Diamond Elementary	10	330 530	415 535	425 720	435 725	436 730	445 735	450 900	460	510	515	520
5. 6030241 Edison (Thomas A.) Elementary	10	330 530	415 535	425 720	435 725	436 730	445 735	450 900	460	510	515	520
6. 0108373 Esqueda (Manuel) Elementary	10	330 520	340 530	415 535	425 720	435 725	436 730	445 735	450 900	460	510	515
7. 609515152 Franklin (Benjamin) Elementary	10	330 530	415 535	425 720	435 725	436 730	445 735	450 900	460	510	515	520
8. 6030266 Fremont (John C.) Elementary	10	330 530	415 535	425 720	435 725	436 730	445 735	450 900	460	510	515	520
9. 6108484 Garfield (James A.) Elementary	10	330 530	415 535	425 720	435 725	436 730	445 735	450 900	460	510	515	520
10. 6099816 Greenville Fundamental Elementary	10	330 530	415 535	425 720	435 725	436 730	445 735	450 900	460	510	515	520
11. 6030225 Harvey (Carl) Elementary	10	330 530	415 535	425 720	435 725	436 730	445 735	450 900	460	510	515	520
12. 6110183 Heninger (Martin R.) Elementary	10	330 530	415 535	425 720	435 725	436 730	445 735	450 900	460	510	515	520
13. 0116582 Heroes Elementary	10	330 530	415 535	425 720	435 725	436 730	445 735	450 900	460	510	515	520
14. 6030274 Hoover (Herbert) Elementary	10	330 530	415 535	425 720	435 725	436 730	445 735	450 900	460	510	515	520
15. 6030217 Jackson (Andrew) Elementary	10	330 530	415 535	425 720	435 725	436 730	445 735	450 900	460	510	515	520

Please ensure that the following are included on this form:

10 – Public Day School	11 – Public Residential School
15 – Special Education Center/Facility	19 – Other Public School/Facilities
20 – Continuation School	22 – Alternative Work Education Center/Work Study Program
24 – Independent Study	31 – Community School
55 – Charter School (operated BY an LEA/District/COE)	56 – Charter School (operated AS an LEA)

SELPA: Santa Ana Unified School District

LEA: 3066670 SANTA ANA UNIFIED

Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location											
Site Name	Type of Service												
16. 6030282 Jefferson (Thomas) Elementary	10	330	340	415	425	435	436	445	450	460	510	515	
		520	530	535	720	725	730	735	900				
17. 6107692 Kennedy (John F.) Elementary	10	330	415	425	435	436	445	450	460	510	515	520	
		530	535	720	725	730	735	900					
18. 6113377 King (Martin Luther Jr.) Elementary	10	330	415	425	435	436	445	450	460	510	515	520	
		530	535	720	725	730	735	900					
19. 6030308 Lincoln (Abraham) Elementary	10	330	340	415	425	435	436	445	450	460	510	515	
		520	530	535	720	725	730	735	900				
20. 6030316 Lowell (James Russell) Elementary	10	330	415	425	435	436	445	450	460	510	515	520	
		530	535	720	725	730	735	900					
21. 6030324 Madison (James) Elementary	10	330	340	415	425	435	436	445	450	460	510	515	
		520	530	535	720	725	730	735	900				
22. 6030332 Martin (Glenn L.) Elementary	10	330	340	415	425	435	436	445	450	460	510	515	
		520	530	535	720	725	730	735	900				
23. 6030357 Monroe (James) Elementary	10	330	415	425	435	436	445	450	460	510	515	520	
		530	535	720	725	730	735	900					
24. 6030365 Monte Vista Elementary	10	330	415	425	435	436	445	450	460	510	515	520	
		530	535	720	725	730	735	900					
25. 6098552 Muir (John) Fundamental Elementary	10	330	340	415	425	435	436	445	450	460	510	515	
		520	530	535	720	725	730	735	900				
26. 6109904 Pio Pico Elementary	10	330	415	425	435	436	445	450	460	510	515	520	
		530	535	720	725	730	735	900					
27. 6102875 Remington (Frederick) Elementary	10	330	340	415	425	435	436	445	450	460	510	515	
		520	530	535	720	725	730	735	900				
28. 6115836 Romero-Cruz (Lydia) Elementary	10	330	415	425	435	436	445	450	460	510	515	520	
		530	535	720	725	730	735	900					
29. 6030399 Roosevelt (Theodore) Elementary	10	330	415	425	435	436	445	450	460	510	515	520	
		530	535	720	725	730	735	900					
30. 6030407 Santiago Elementary	10	330	415	425	435	436	445	450	460	510	515	520	
		530	535	720	725	730	735	900					

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15 – Special Education Center/Facility	19 - Other Public School/Facilities
20 – Continuation School	22 – Alternative Work Education Center/Work Study Program
24 – Independent Study	31 – Community School
55 – Charter School (operated BY an LEA/District/COE)	56 – Charter School (operated AS an LEA)

SELPA: Santa Ana Unified School District

LEA: 3066670 SANTA ANA UNIFIED

Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location											
Site Name	Type of Service												
31. 6106165 Sepulveda (Jose) Elementary	10	330	415	425	435	436	445	450	460	510	515	520	
		530	535	720	725	730	735	900					
32. 6071195 Taft Elementary	10	330	415	425	435	436	445	450	460	510	515	520	
		530	535	720	725	730	735	900					
33. 6116917 Thorpe (Jim) Fundamental Elementary	10	330	415	425	435	436	445	450	460	510	515	520	
		530	535	720	725	730	735	900					
34. 6111298 Walker (Adeline C.) Elementary	10	330	415	425	435	436	445	450	460	510	515	520	
		530	535	720	725	730	735	900					
35. 6030431 Washington (George) Elementary	10	330	340	415	425	435	436	445	450	460	510	515	
		520	530	535	720	725	730	735	900				
36. 6030449 Wilson (Woodrow) Elementary	10	330	415	425	435	436	445	450	460	510	515	520	
		530	535	720	725	730	735	900					
37. 6058986 Carr (Gerald P.) Intermediate	10	330	340	415	425	435	436	445	450	460	510	515	
		520	530	535	710	720	725	730	735				
38. 6058978 Lathrop (Julia C.) Intermediate	10	330	340	415	425	435	436	445	450	460	510	515	
		520	530	535	710	720	725	730	735				
39. 6102826 Mac Arthur (Douglas) Fundamental Intermediate	10	330	415	425	435	436	445	450	460	510	515	520	
		530	535	710	720	725	730	735	900				
40. 6061741 McFadden Intermediate	10	330	415	425	435	436	445	450	460	510	515	520	
		530	535	710	720	725	730	735	900				
41. 6117899 Mendez (Gonzalo Felicitas) Fundamental Intermediate	10	330	415	425	435	436	445	450	460	510	515	520	
		530	535	710	720	725	730	735	900				
42. 6030415 Sierra Preparatory Academy	10	330	340	415	425	435	436	445	450	460	510	515	
		520	530	535	710	720	725	730	735				
43. 6094684 Spurgeon Intermediate	10	330	415	425	435	436	445	450	460	510	515	520	
		530	535	710	720	725	730	735	900				

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SELPA: Santa Ana Unified School District

LEA: 3066670 SANTA ANA UNIFIED

Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location											
Site Name	Type of Service												
44. 6115588 Villa (Raymond A.) Fundamental Intermediate	10	330	415	425	435	436	445	450	460	510	515	520	
		530	535	710	720	725	730	735	900				
45. 6061758 Willard (Frances E.) Intermediate	10	330	415	425	435	436	445	450	460	510	515	520	
		530	535	710	720	725	730	735	900				
46. 3030491 Century High	10	330	415	425	435	436	445	450	460	510	515	520	
		530	535	710	720	725	730	735	820	830	840	850	
		855	860	865	870	890	900						
47. 3030475 Cesar E Chavez High	10	330	415	425	435	436	445	450	460	510	515	520	
		530	535	710	720	725	730	735	820	830	840	850	
		855	860	865	870	890	900						
48. 0114736 Godinez (Hector G.) Fundamental High	10	330	415	425	435	436	445	450	460	510	515	520	
		530	535	710	720	725	730	735	820	830	840	850	
		855	860	865	870	890	900						
49. 3034998 Lorin Griset Academy	20	330	415	425	435	436	445	450	460	510	515	520	
		530	535	710	720	725	730	735	820	830	840	850	
		855	860	865	870	890	900						
50. 3035821 Saddleback High	10	330	415	425	435	436	445	450	460	510	515	520	
		530	535	710	720	725	730	735	820	830	840	850	
		855	860	865	870	890	900						
51. 3036357 Santa Ana High	10	330	415	425	435	436	445	450	460	510	515	520	
		530	535	710	720	725	730	735	820	830	840	850	
		855	860	865	870	890	900						
52. 0108365 Segerstrom High	10	330	415	425	435	436	445	450	460	510	515	520	
		530	535	710	720	725	730	735	820	830	840	850	
		855	860	865	870	890	900						
53. 3036456 Valley High	10	330	340	415	425	435	436	445	450	460	510	515	
		520	530	535	710	720	725	730	735	820	830	480	
		850	855	860	865	870	890	900					

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SELPA: Santa Ana Unified School District

LEA: 3066670 SANTA ANA UNIFIED

Site name and type of facility providing services to students enrolled in the LEA		Services Provided at this Location											
Site Name	Type of Service												
54. 3030582 Santa Ana Unified Adult Transition	10	330	415	425	435	436	445	450	460	510	515	520	
		530	535	710	720	725	730	735	820	830	840	850	
		855	860	865	870	890	900						
55. 6115133 Santa Ana Community Day Intermediate/High	31	330	415	425	435	436	445	450	460	510	515	520	
		530	535	710	720	725	730	735	820	830	840	850	
		855	860	865	870	890	900						
56. 0101626 Edward B Cole Academy	55	330	415	425	435	436	445	450	460	510	515	520	
		530	535	720	725	730	735	900					
57. 6119127 El Sol Santa Ana Science and Arts Charter Academy	55	330	415	425	435	436	445	450	460	510	515	520	
		530	535	720	725	730	735	900					
58. 0109066 Orange County Educational Arts Academy	55	330	415	425	435	436	445	450	460	510	515	520	
		530	535	720	725	730	735	900					
59. 3030723 Orange County High School of the Arts	55	330	415	425	435	436	445	450	460	510	515	520	
		530	535	710	720	725	730	735	820	830	840	850	
		855	860	865	870	890	900						

Please ensure that the following are included on this form:

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15 – Special Education Center/Facility	19 - Other Public School/Facilities
20 – Continuation School	22 – Alternative Work Education Center/Work Study Program
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SELPA: 3018 Santa Ana Unified SELPA

LEA: 3066670 SANTA ANA UNIFIED

Other Facilities (002)

List the site name and type of facility providing services to students enrolled in the LEA.		Services Provided at this Location							
Site Name	Type of Facility (see below)	List the CASEMIS code associated with each service that is provided at the location listed in the left-hand column.							
3030582 Santa Ana Unified Adult	40	820	840	890	900				
6130520 Beacon Day School	70	330	340	415	425	445	450	460	510
		515	520	530	535	830	840	850	870
		900							
6130553 Rossier Part Elementary	70	330	340	415	425	445	450	460	510
		515	520	530	535	830	840	850	870
		900							
6926471 Rossier Park Jr/Sr High School	70	330	340	415	425	445	450	460	510
		515	520	530	535	830	840	850	870
		900							
6937278 Mardan School	70	330	340	415	425	445	450	460	510
		515	520	530	535	830	840	850	870
		900							
6937437 Speech and Language Development Center	70	330	340	415	425	445	450	460	510
		515	520	530	535	830	840	850	870
		900							
7078579 Alton School	70	330	340	415	425	445	450	460	510
		515	520	530	535	830	840	850	870
		900							
7085954 Therapeutic Education Center-Santa – Site #1	70	330	340	415	425	445	450	460	510
		515	520	530	535	830	840	850	870
		900							
7102924 Canal Street Elementary	70	330	340	415	425	445	450	460	510
		515	520	530	535	830	840	850	870
		900							

Use these codes to identify the type of facility providing services to student ages 6-22:

30 Juvenile Court School	32 Correctional Institution or Incarceration Facility	40 Home Instruction
45 Hospital Facility	50 Community College	51 Adult Education Program
70 Nonpublic Day School	71/72 Nonpublic Residential School	79 Nonpublic Agency

SELPA: 3018 Santa Ana Unified SELPA

LEA: 3066670 SANTA ANA UNIFIED

List the site name and type of facility providing services to students enrolled in the LEA.		Services Provided at this Location							
Site Name	Type of Facility (see below)	List the CASEMIS code associated with each service that is provided at the location listed in the left-hand column.							
7072713 New Haven School - Vista	71	330	340	415	425	445	450	460	510
		515	520	530	535	830	840	850	870
		900							
0111260 Red Rock Canyon School	72	330	340	415	425	445	450	460	510
		515	520	530	535	830	840	850	870
		900							
6131056 Devereux Texas – League	72	330	340	415	425	445	450	460	510
		515	520	530	535	830	840	850	870
		900							

Use these codes to identify the type of facility providing services to student ages 6-22:

30 Juvenile Court School	32 Correctional Institution or Incarceration Facility	40 Home Instruction
45 Hospital Facility	50 Community College	51 Adult Education Program
70 Nonpublic Day School	71/72 Nonpublic Residential School	79 Nonpublic Agency

SELPA: 3018 Santa Ana Unified SELPA

LEA: 3066670 SANTA ANA UNIFIED

Pre-School Services (004)

List the site name and type of facility providing services to students enrolled in the LEA.		Services Provided at this Location					
Site Name	Type of Facility (see below)	List the CASEMIS code associated with each service that is provided at the location listed in the left-hand column.					
6030225 Harvey (Carl) Elementary	10	340	350	415	425	435	436
		445	450	460	710	720	725
		735					
0116582 Heroes Elementary	10	340	350	415	425	435	436
		445	450	460	710	720	725
		735					
6030274 Hoover Elementary	10	340	350	415	425	435	436
		445	450	460	710	720	725
		735					
6107692 Kennedy Elementary	10	340	350	415	425	435	436
		445	450	460	710	720	725
		735					
6030290 Mitchell Child Development Center	10	340	350	415	425	435	436
		445	450	460	710	720	725
		735					
6030399 Roosevelt Elementary	10	340	350	415	425	435	436
		445	450	460	710	720	725
		735					
6071195 Taft Elementary	10	340	350	415	425	435	436
		445	450	460	710	720	725
		735					
6030431 Washington Elementary	10	340	350	415	425	435	436
		445	450	460	710	720	725
		735					

Use these numbers to identify the type of facility where Pre-School Services (ages 3-5) are provided:

40 – Home Instruction	45 – Hospital Facility
61 – Head Start Program	62 – Child Development or Child Care Facility
63 – State Preschool Program	64 – Private Preschool
65 – Extended Day Care Program	

AGENDA ITEM BACKUP SHEET
June 12, 2012

Board Meeting

TITLE: **Approval of Consultant Agreement with Orange County Department of Education/Safe Schools and Support Services for Mental Health and Gang Prevention/Intervention Services at Targeted Intermediate and High Schools**

ITEM: **Action**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of a consultant agreement with the Orange County Department of Education/Safe Schools and Support Services for mental health and gang prevention/intervention services at targeted intermediate and high schools for the 2012-13 school year.

In the 2011-12 school year, Century, Saddleback, Santa Ana, and Valley High Schools and Sierra and Willard Intermediate Schools (designated as persistently low achieving) received mental health services through mental health funding and gang prevention/intervention services through the Secure Our Schools (SOS) grant funding. For the 2012-13 school year, the SOS grant will continue to fund gang prevention/intervention services at those schools, and mental health services will continue through site categorical funds.

RATIONALE:

The Orange County Department of Education Safe Schools program will provide services to include gang prevention/intervention, mental health services, consultation with school administration, and follow-up with participants at the designated intermediate and high schools as follows:

Mental Health Clinician Services (MHC)

- Provide full range of mental health services, including supervision of one mental health clinician and four to six mental health interns
- Provide school-based individual, group, and family therapy (with in-home visits as needed)
- Provide suicide assessments, psychiatric referrals, and crisis response services as needed
- Provide professional development for teachers on issues such as mental health, child abuse, diversity issues, classroom strategies, bullying, and trauma

- Facilitate student support groups on topics such as depression, abuse, anger management, gangs, and exposure to violence at home and in the community
- Provide professional development for Mental Health clinicians
- Provide referrals for employment, shelter, health insurance, child abuse prevention, food, financial assistance, and substance abuse services to the students and families
- Provide consultation with school administration.
- Support administration with crisis response, threat assessment, and other interventions
- Participate in Student Success Team (SST), School Attendance Review Team (SART), or Positive Behavioral Intervention and Supports (PBIS) meetings to provide input and expertise to develop appropriate individualized education plans

On-Call Gang Mediation and Intervention Services

- One-on-one intervention and group mediation related to gang conflicts and/or other concerns for campus security
- Parent night follow-up with parents of intervention participants
- Incentive-based programs to reduce gang-related violence, drug abuse, and bullying
- Prevention and intervention mediation related to female-specific gang involvement, gang-related bullying and cyber-specific bullying
- Follow-up with participants to recognize positive changes with youth development opportunities such as special events, field trips, life skills workshops for students who successfully complete the intervention programs
- Intervention team will provide staff development workshops and other youth development services including gang training covering:
 1. Overview of risk factors, disruptions to healthy development, environmental stressor, and social traumas that contribute to gang membership
 2. Ability to identify and understand gang behavior, and symbols to better equip staff in working with gang-involved youth

FUNDING:

Secure Our Schools Grant:	\$144,000
Special Education Mental Health Services:	\$ 67,000
School Site Categorical and/or Discretionary Funds:	<u>\$588,852</u>
	<u>\$799,852</u>

RECOMMENDATION

Approve consultant agreement with the Orange County Department of Education/Safe Schools and Support Services for mental health and gang prevention/intervention services at targeted intermediate and high schools.

DL:cvi 

**SUMMARY OF CONSULTANT AGREEMENT WITH ORANGE COUNTY
DEPARTMENT OF EDUCATION/SAFE SCHOOLS AND SUPPORT SERVICES FOR
MENTAL HEALTH AND GANG PREVENTION/INTERVENTION SERVICES**

Consultant Agreement	Orange County Department of Education for Mental Health and Gang Prevention Intervention Services for Century, Saddleback, Santa Ana, and Valley High Schools and Sierra and Willard Intermediate Schools
Funding	Secure Our Schools Grant-(Gang Prevention/Intervention) \$144,000 Special Education Mental Health 67,000 Individual School Categorical and/or Discretionary <u>588,852</u> <p style="text-align: right;">TOTAL: \$799,852</p>
COST BREAKDOWN	
Mental Health Clinicians (5.5)	Mental Health Clinician; 600-800 hours per year, 1 FTE per school and assisted by 4 to 6 interns to provide school-based, group, and family therapy \$83,318 per clinician (salary and benefits) x 5.5= \$458,248 Supplies \$ 30,000 <p style="text-align: right;">TOTAL: \$488,248</p>
Clinical Supervisor (1) Clerical Assistant (1) Social Work Interns (4-6)	Supervise mental health clinicians and 4-6 Master's level interns for approximately 2,000-3,000 hours of in-kind services <p style="text-align: right;">TOTAL: \$142,000</p>
Gang Intervention/Prevention	One-on-one intervention and group mediation related to gang conflict or other campus safety concerns on an as-needed basis Intervention Specialist (Salary and benefits) \$157,104 Supplies \$12,500 <p style="text-align: right;">TOTAL : \$169,604</p>

AGENDA ITEM BACKUP SHEET
June 12, 2012

Board Meeting

TITLE: Adoption of Resolution No. 11/12-2924 – Use Flexibility Provision and Identify any Program Proposed to be Closed for Tier III Categorical Programs and Funds for 2012-13 Fiscal Year

ITEM: Action

SUBMITTED BY: Michael P. Bishop, Sr., CBO, Deputy Superintendent, Operation

PREPARED BY: Swandayani Singgih, Director, Budget

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board adoption of Resolution No. 10/11-2887 to utilize the flexibility provision in the State budget education finance trailer bill, SBX 3-4 (Chapter 12/2009) and to identify any program proposed to be closed for Tier III categorical programs and funds for 2012-13 fiscal year.

RATIONALE:

Public Hearing Relating to the Use of 2012-13 Tier III State Categorical Funds Education Code §42605 grants districts flexibility in Tier III categorical programs and authorizes districts to use these funds for any educational purpose. For the 2008-09 fiscal year through the 2014-15 fiscal year, inclusive, local educational agencies that use the flexibility provision of this section shall be deemed to be in compliance with the program and funding requirements contained in statutory, regulatory and provisional language. As a condition of receipt of the funds, the governing board is required, at a regularly scheduled open public hearing held prior to and independent of a meeting where the governing board of the district adopts the annual budget, to take testimony from the public, identify any program that is proposed to be closed, discuss, approve or disapprove the proposed use of funding, and make explicit the purposes for which the funding will be used.

Proposed use of 2012-13 Tier III State Categorical Funds consider approval of the proposed uses of the 2012-13 Tier III State Categorical Funds as identified on the attached list.

Total used for program:	\$28,484,330.48
Total used flexibly:	<u>\$14,028,521.20</u>
Grand total:	<u>\$42,512,851.68</u>

FUNDING:

Not Applicable

RECOMMENDATION:

Adopt Resolution No. 11/12-2924 to flexibility provision and identify any program proposed to be closed for Tier III categorical and funds for 2012-13 fiscal year.

MB:mm



1 AYES: _____

2 NOES: _____

3 ABSENT: _____

4 ABSTAIN: _____

5

6 STATE OF CALIFORNIA)

7) ss

8 COUNTY OF ORANGE)

9

10 I, Thelma Meléndez, Secretary of the Santa Ana Unified School District
11 Governing Board, do hereby certify that the foregoing is a full, true, and
12 correct copy of a resolution passed and adopted by the Board at a regularly
13 scheduled and conducted meeting held on said date, which resolution is on
14 file in office of said Board.

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Thelma Meléndez de Santa Ana, Ph.D.,
Secretary of the Board of Education
Santa Ana Unified School District

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**SANTA ANA UNIFIED SCHOOL DISTRICT
2012-13 CATEGORICAL FLEXIBILITY
PROGRAMS AND FUNDS**

The following Tier III programs are proposed to be closed (flexed) meaning the activities of each of these programs are now considered unrestricted. Tier III flexibility provisions allow funds be utilized to pay for purposes specifically noted below and/or (1) To pay any other educational purposes as specified by the Board/District or (2) To mitigate the need for additional budget reductions:

Program	2012-13 Est. Amt	All program funds used as intended by program guidelines	Portion of program funds used as intended by program guidelines	All program funds projected to be used flexibly for any educational purpose
Deferred Maintenance Apportionment/Routine Repair & Maintenance	15,418,646.09	15,418,646.09		
Supplemental Hours (Note: These funds are already classified as unrestricted but by State definition is considered a Tier III program)	\$ 4,048,172.00		\$ 1,500,000.00	\$ 2,548,172.00
Regional Occupational Centers and Programs (ROCP)	3,340,171.00	3,340,171.00		
Instructional Materials Realignment, IMFRP (AB 1781)	3,007,834.00		1,007,834.00	2,000,000.00
Professional Development Block Grant	2,633,640.00			2,633,640.00
Supplemental School Counseling Program	1,338,511.00			1,338,511.00
Community Day Schools	1,247,388.59	1,247,388.59		
Pupil Retention Block Grant	1,086,368.00			1,086,368.00
School and Library Improvement Block Grant	3,599,742.00	3,599,742.00		Note: In addition, the District contributes approximately \$2.7M in unrestricted dollars to fund Site Clerk, Library Media Technician, and School Office Assistant positions.
Community Based English Tutoring	847,413.00			847,413.00
Class Size Reduction Grade Nine (Grade 9)	842,092.00			842,092.00
Cal-SAFE Academic and Supportive Services	780,054.00	780,054.00		
Cal-SAFE Child Care and Development Services				
Arts and Music Block Grant	744,562.00	744,562.00		Note: In addition to these funds, the District contributes approximately \$1.3M in unrestricted dollars to fully fund music programs.
Teacher Credentialing Block Grant	609,887.00			609,887.00
California High School Exit Exam (CAHSEE) Intensive Instruction & Services	539,824.00	539,824.00		
Physical Education Teacher Incentive Grants	469,621.00			469,621.00
Targeted Instructional Improvement Block Grant	407,328.00			407,328.00
Gifted and Talented Education (GATE)	352,914.00		241,372.80	111,541.20
School Safety & Violence Prevention, Grades 8-12	318,395.00			318,395.00
Staff Development Mathematics and Reading (SB 472)	210,437.00			210,437.00
Math & Reading EL	206,424.00			206,424.00
California Peer Assistance & Review Program for Teachers (PAR)	203,549.00		31,194.00	172,355.00
Certificated Staff Mentoring Program	147,780.00			147,780.00
Staff Development Administrator Training	38,794.00			38,794.00
Oral Health Assessments	33,822.00			33,822.00
National Board Certification Teacher Incentive Grant	33,542.00	33,542.00		
Adult Education	5,941.00			5,941.00
High Priority Schools: Corrective Action (SAIT)	*	* No dollars are currently anticipated; but, the program is listed in the event that funding is actually received. Any funds received will be utilized for any other educational purposes as specified by the Board/District & to mitigate the need for additional district budget reductions.		
High Priority Schools Grant Program (HPSGP)	*			
Education Technology CTAP, SETS, & Supplemental Grants	*			
GRAND TOTAL	\$ 42,512,851.68	\$ 25,703,929.68	\$ 2,780,400.80	\$ 14,028,521.20

AGENDA ITEM BACK-UP SHEET
June 12, 2012

Board Meeting

TITLE: Authorization to Utilize Santa Clarita Valley School Food Services Agency Contract with Gold Star Foods

ITEM: Action

SUBMITTED BY: Michael P. Bishop, Sr., CBO, Deputy Superintendent, Operations

PREPARED BY: Mark Chavez, Interim Director, Food Services

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to utilize the Santa Clarita Valley School Food Services Agency contract for the purchase and distribution of frozen foods through Gold Star Foods.

RATIONALE:

On March 27, 2012, the Santa Clarita Valley School Food Services Agency awarded contract, Request for Proposals (RFP) No.11-12-31012012-01 with a piggyback option, to Gold Star Foods for the purchase and distribution of frozen foods. This contract remains in effect through June 30, 2013, and may be extended through June 30, 2017. The use of the available piggyback option saves the district time and expense from advertising requirements and allows the District to order food supplies at earlier bid prices.

FUNDING:

Cafeteria Fund

RECOMMENDATION:

Authorize staff to utilize Santa Clarita Valley School Food Services Agency to contract with Gold Star Foods through RFP No. 11-12-31012012-01 for the purchase and distribution of frozen foods.

MB:mm



AGENDA ITEM BACK-UP SHEET
June 12, 2012

Board Meeting

TITLE: Authorization to Utilize Pomona Unified School District Super Commodity Cooperative Contract for United States Department of Agriculture Commodity Distribution

ITEM: Action

SUBMITTED BY: Michael P. Bishop, Sr., CBO, Deputy Superintendent, Operations

PREPARED BY: Mark Chavez, Interim Director, Food Services

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to utilize the Pomona Unified School District Super Commodity Cooperative contract for the distribution of United States Department of Agriculture (USDA) commodities with Gold Star Foods and/or ASR Food Distributors, Inc.

RATIONALE:

On March 25, 2009, the Pomona Unified School District awarded Contract No. 10 (08-09) for the distribution of USDA commodity goods for the Super Commodity Cooperative to Gold Star Foods, and/or ASR Food Distributors, Inc. This agreement was renewed on May 1, 2012, and may be extended through June 30, 2013.

FUNDING:

Cafeteria Fund

RECOMMENDATION:

Authorize staff to utilize Pomona Unified School District Super Commodity Cooperative Contract for United States Department of Agriculture Commodity Distribution contract with Gold Star Foods and/or ASR Food Distributors, Inc., Contract No. 10 (08-09) for the distribution of United States Department of Agriculture commodities.

MB:mm



AGENDA ITEM BACKUP SHEET
June 12, 2012

Board Meeting

TITLE: Authorization to Renew Contracts Awarded Through Request for Proposals or Bid for 2012-13 Fiscal Year

ITEM: Action

SUBMITTED BY: Michael P. Bishop, Sr., CBO, Deputy Superintendent, Operations

PREPARED BY: Jonathan Geiszler, Director, Purchasing and Stores

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to renew contracts awarded through bids or Requests for Proposals (RFP) for 2012-13 fiscal year.

RATIONALE:

The Board has authorized the award of contracts through the bidding and RFP process over the last several years. The attached document lists the contract items or services that may be purchased during the 2012-13 fiscal year for new or replacement District needs and to replenish warehouse stock.

This renewal authorization permits staff to utilize the pricing for the fiscal year beginning July 1, 2012, through June 30, 2013, for previously awarded bids and contracts. Vendor selection was in compliance with Board Policies.

FUNDING:

Various Budgeted Funds as Requested

RECOMMENDATION:

Authorize staff to renew contracts awarded through bids or Requests for Proposals for 2012-13 fiscal year for the term of the original contracts.

MB:mm



Bid, RFP or Contract Number	Start of Contract	End of Contract	Description	Company	Maximum Annual Amount	Re-Bid Planned In 2012-2013
Warehouse Supplies						
Bid #33-10	Jul-11	Jul-14	Office and Instructional Supplies	Southwest School & Office Supply, Office Depot, Certified Art Supply/Duncan-Vail, and School Specialty	\$500,000	NO
Bid #32-11	Sep-11	Sep-14	Custodial Supplies	Pioneer Chemical, Shamrock Supply, Graybar, Gorm, Unisan, Gale Supply, Eco Industries, Buckeye Cleaning Center, American Tex-Chem, Waxie, Sandler Brothers, Champion Chemical, Clean Source, Grainger, Continental Chemical, P&R Paper, Unisource	\$400,000	NO
Site Specific Instructional Supplies						
Bid #03-10	Oct-09	Oct-12	Automotive Supplies Valley High	Shamrock Supply	\$92,000	NO
Paper Supplies						
Bid #23-11	Mar-11	Mar-14	Copier Paper for Warehouse Stock	Unisource Worldwide	\$530,000	NO
Bid #16-12	Feb-12	Feb-15	School Paper Supplies	Southwest School and Office Supply, School Specialty	\$210,000	NO
Bid #17-12	Mar-12	Mar-15	Specialty Paper for Publications Department	Unisource, Xpedx	\$400,000	NO
Electronics and Computers						
Bid #09-10	Jan-10	Jan-13	LCD Projectors	Intelli-Tech	\$200,000	NO
Bid #12-10	Jun-10	Jun-13	Computer Systems Districtwide	Arey Jones Inc.	\$3,000,000	YES
Bid #21-11	Mar-11	Mar-14	Network Storage Components and Accessories	E.A.P. Technology, Inc.	\$150,000	NO
stern States Contracting Alliance Agreements (WSCA)						
WSCA Addendum B27160	Oct-09	Sep-14	Dell Server Equipment for ITC	Dell Marketing, L.P.	N/A	N/A
WSCA Addendum 7-09-79-02	Dec-09	Jul-13	Cleaning Supplies and Equipment	Waxie Sanitary Supply	N/A	N/A

Bid, RFP or Contract Number	Start of Contract	End of Contract	Description	Company	Maximum Annual Amount	Re-Bid Planned In 2012-2013
<i>ifronia Multiple Award Schedule Agreements (CMAS)</i>						
CMAS Contract # 4-07-78-0036A	Dec-07	Dec-12	Gasoline and Electric Carts	Turf Star, Inc.	N/A	N/A
CMAS Contract # 1-11-23-20	Feb-11	Feb-15	Trucks, Vans and Sport Utility Vehicles	Downtown Ford Sales, Wondries Fleet Group, Coalinga Motors, Hoblit Motors and McPeek's Dodge of Anaheim	N/A	N/A
CMAS Contract # 3-99-70-0793B	Oct-11	Oct-15	Computer Hardware and IT Supplies	CDW Government	N/A	N/A
CMAS Contract # 1-10-75-60A	Jul-12	Jul-14	Printer Supplies	Technology Integration Group	N/A	N/A
<i>Transportation</i>						
Bid #15-10	Jun-10	Jun-15	NJROTC Transportation	JKF Transportation	\$115,000	NO
Bid #28-11	Apr-11	Jun-14	Van and SUV Rentals	Enterprise Rent-a-Car of Los Angeles	\$200,000	NO
<i>Leases</i>						
Bid #14-05	Jun-05	Jun-13	Rental of Existing Portable Classrooms	Mobile Modular Inc.	\$2,000,000	NO
RFP #11-08	Mar-08	Mar-13	60 Month Lease of District Copiers	Xerox Corporation	\$1,100,000	YES
Bid #06-08	Apr-08	Apr-13	60 Month Lease of Offset Press	California National Bank (Heidelberg USA)	\$675,000	NO
<i>Maintenance of District Facilities</i>						
Bid #13-10	Jun-10	Jun-14	Elevator Repairs and Inspection	Vertical Transport Elevator Service	\$150,000	NO
Bid #19-10	Jul-10	Jul-14	Air filters for HVAC Systems	AirFilter Depot	\$150,000	NO
Bid # 02-12	Oct-11	Oct-14	Trash and recycling Services	Ware Disposal	\$240,000	NO
<i>Accounting Services</i>						
RFP #09-11	Jan-11	Jan-14	Mandated Cost Services	Educational Consulting Services Inc.	\$35,000	NO
RFP #10-11	Jan-11	Jan-14	Fixed Asset Inventory Services	AssetWorks Inc.	\$86,000	NO
<i>Insurance Services</i>						
RFP # 11-11	Jan-11	Dec-13	Health Benefits Insurance Services	Alliant Insurance Services	\$98,000	NO

AGENDA ITEM BACKUP SHEET
June 12, 2012

Board Meeting

TITLE: Adoption of Resolution No. 11/12-2922 – Authorizing Levy of Special Taxes within Community Facilities District No. 2004-1 of Santa Ana Unified School District (Central Park Project) for Fiscal Year 2012-13

ITEM: Action

SUBMITTED BY: Joe Dixon, Assistant Superintendent, Facilities and Governmental Relations

PREPARED BY: Jessica Mears, Facilities Planner

BACKGROUND INFORMATION:

The Community Facilities District (CFD) for the Santa Ana Unified School District Central Park Project (“CFD No. 2004-1”) was formed and established by the Board of Education on September 28, 2004, pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Section 53311 *et seq.* of the California Government Code). The formation of CFD No. 2004-1 followed a public hearing and a landowner election at which the qualified electors of the CFD, by more than a two-thirds vote, authorized the CFD to incur bonded indebtedness in the aggregate not-to-exceed amount of \$16,000,000 and approved the levy of special taxes on certain real property located in the CFD.

RATIONALE:

The levying of annual Special Taxes within CFD No. 2004-1 is used to repay interest and principal due on the 2005 Special Tax Bonds, issued for the purpose of financing the CFD. Adoption of a resolution authorizing levy of special taxes is an annual requirement by the Orange County Assessor’s office to place taxes associated with CFD No. 2004-1 on the tax rolls. The Board of Education is requested to approve the levying of annual Special Taxes for CFD No. 2004-1 for Fiscal Year 2012-13.

FUNDING:

Not Applicable

RECOMMENDATION:

Adopt Resolution No. 11/12-2922 to authorize the levy of Special Taxes within Community Facilities District No. 2004-1 of the Santa Ana Unified School District (Central Park Project) for Fiscal Year 2012-13.



1 RESOLUTION NO.: 11/12-2922

2 SANTA ANA UNIFIED SCHOOL DISTRICT

3 RESOLUTION AUTHORIZING LEVY OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES

4 DISTRICT NO. 2004-1 OF SANTA ANA UNIFIED SCHOOL DISTRICT

5 (CENTRAL PARK PROJECT) FOR FISCAL YEAR 2012-13

6 WHEREAS, the Santa Ana Unified School District (the "District")
7 previously established Community Facilities District No. 2004-1 of the
8 Santa Ana Unified School District (Central Park Project) ("CFD No. 2004-
9 1") all pursuant to the terms and provisions of the Mello-Roos Community
10 Facilities Act of 1982, as amended, commencing with Government Code
11 Section 53111 (the "Act"); and

12 WHEREAS, CFD No. 2004-1 issued its 2005 Special Tax Bonds in the
13 original principal amount of \$11,785,000 pursuant to Resolution No. 05/06-
14 2615, adopted by the Board of Education of the District acting as the
15 legislative body of CFD No. 2004-1 on July 26, 2006 (the "Bonds"); and

16 WHEREAS, the Board of Education of the District acting as the
17 legislative body of CFD No. 2004-1 is authorized pursuant to Resolution
18 Nos. 04/05-2576 and 04/05-2575 approved on August 24, 2004 (collectively,
19 the "Resolutions of Intention"), Resolution No. 04/05-2580 approved on
20 September 28, 2004 (the "Resolution of Formation") and the Ordinance
21 Authorizing the Levy of Special Taxes, approved on October 8, 2004 (the
22 "Ordinance") to levy a special tax on property in CFD No. 2004-1 to pay
23 principal, interest and administrative expenses with respect to all bonds
24 of CFD No. 2004-1, which include the Bonds, to pay for the construction,
25 acquisition and rehabilitation of certain public facilities authorized to
26 be financed by the levy of special taxes of CFD No. 2004-1 pursuant to the
27 Resolutions of Formation and to pay all expenses incidental thereto; and

28 WHEREAS, it is now necessary and appropriate that this Board levy
29 and collect the special taxes for Fiscal Year 2012-13 for the purpose
30 specified in the Ordinance, by the adoption of a resolution as specified
31 by the Act and the Ordinance; and

1 WHEREAS, the special taxes being levied hereunder are at the same
2 rate or at a lower rate than provided by the Ordinance; and

3 NOW, THEREFORE, THE BOARD OF EDUCATION OF THE SANTA ANA UNIFIED
4 SCHOOL DISTRICT, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF
5 COMMUNITY FACILITIES DISTRICT NO. 2004-1, DOES HEREBY RESOLVE, DETERMINE
6 AND ORDER AS FOLLOWS:

7 Section 1. The above recitals are true and correct.

8 Section 2. The special tax ("Special Tax") is imposed without regard
9 to property valuation and is levied in compliance with the Act and the
10 Ordinance.

11 Section 3. In accordance with the Act and the Ordinance, there is
12 hereby levied upon the parcels within the District which are not otherwise
13 exempt from taxation under the Act or the Ordinance the special taxes for
14 Fiscal Year 2012-13 at the tax rates set forth in the report prepared by
15 Dolinka Group, Inc. for CFD No. 2004-1 entitled "Administration Report
16 Fiscal Year 2012-13" (the "Report") submitted herewith, which rates do not
17 exceed the maximum rates set forth in the Ordinance. After adoption of
18 this Resolution, the Assistant Superintendent, Facilities and Governmental
19 Relations, of the District, or his designee, may make any necessary
20 modifications to these special taxes to correct any errors, omissions or
21 inconsistencies in the listing or categorization of parcels to be taxed or
22 in the amount to be charged to any category of parcels; provided, however,
23 that any such modifications shall not result in an increase in the tax
24 applicable to any category of parcels and can only be made prior to the
25 submission of the tax rolls to the Orange County Auditor.

26 Section 4. All of the collections of the special tax shall be used
27 only as provided for in the Act and Resolutions of Formation. The special
28 tax shall be levied only so long as needed to accomplish the purposes
29 described in Resolutions of Formation.

30 Section 5. The special tax shall be collected in the same manner as
31 ordinary *ad valorem* taxes are collected and shall be subject to the same

1 penalties and the same procedure and sale in cases of delinquency as
2 provided for *ad valorem* taxes as such procedure may be modified by law or
3 this Board from time to time.

4 Section 6. As a cumulative remedy, if any amount levied as a special
5 tax for payment of bond interest or principal, together with any penalties
6 and other charges accruing under this Resolution, are not paid when due,
7 the Board of Education may, not later than four years after the due date
8 of the last installment of principal on the Bonds, order that the same be
9 collected by an action brought in the superior court to foreclose the lien
10 of such special tax.

11 Section 7. The actions of District staff heretofore taken in order
12 to obtain consent from the Orange County Auditor to a later filing date
13 are hereby ratified and the Clerk is hereby authorized and directed to
14 transmit a certified copy of this Resolution and the Report to the Orange
15 County Auditor, together with other supporting documentation as may be
16 required to place said special taxes on the secured property tax roll for
17 Fiscal Year 2012-13 on or before August 10, 2012, or such later date as
18 may be consented to by the Orange County Assessor, and to perform all
19 other acts which are required by the Act, the Ordinance, or by law in
20 order to accomplish the purpose of this Resolution.

21
22 ADOPTED, SIGNED AND APPROVED this 12 day of June, 2012.

23 BOARD OF EDUCATION OF THE SANTA ANA UNIFIED SCHOOL DISTRICT ACTING AS THE
24 LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE SANTA
25 ANA UNIFIED SCHOOL DISTRICT (CENTRAL PARK PROJECT)

26
27 By: _____
28 Rob Richardson, President,
29 Governing Board of Education of the Santa
30 Ana Unified School District, Orange
31 County, State of California

1 STATE OF CALIFORNIA)

2) s s.

3 COUNTY OF ORANGE)

4 I, Audrey Yamagata-Noji, Ph.D., Clerk of the Board of Education of
5 the Santa Ana Unified School District, do hereby certify that the
6 foregoing Resolution was duly passed, approved and adopted by the Board of
7 Education of the Santa Ana Unified School District at a regular meeting of
8 said Board held on the 12th day of June, 2012.

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By: _____
Audrey Yamagata-Noji, Ph.D., Clerk,
Governing Board of Education of the Santa
Ana Unified School District, Orange
County, State of California

AGENDA ITEM BACKUP SHEET
June 12, 2012

Board Meeting

TITLE: Approval to Advertise for Membership to Bond Oversight Committee

ITEM: Action

SUBMITTED BY: Joe Dixon, Assistant Superintendent, Facilities and Governmental Relations

PREPARED BY: Jessica Mears, Facilities Planner

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to advertise for a notice inviting applications for membership to the Bond Oversight Committee (BOC). The Facilities staff and the Public Information Office will coordinate community outreach efforts for BOC membership, including press releases, advertisements in the Orange County Register, email, flyer distribution to school sites, parent/teacher organizations, and the Orange County Taxpayers Association.

RATIONALE:

The two-year term of four current members expires on August 31, 2012. At this time, it is necessary to advertise for the following BOC positions, as shown in the chart below: three general members and one member active in a taxpayers' organization. The Board of Education is requested to approve the advertising of Bond Oversight Committee positions.

	Name	Active in Business Organization	Active in Taxpayers' Organization	Active in Senior Citizen Organization	Parent	Parent Active in PTA	General Member (4)
Expired Term	Carl Benninger						X
	Michael Schmitt		X				
	Molly Doughty						X
	Rene Guzman						X
Continuing Members	Debra Russell	X					
	Irma Macias						X
	Jerry Cazales				X		
	Maria Cervantes					X	
	Mark McLoughlin			X			

FUNDING:

Not Applicable

RECOMMENDATION:

Approve staff to advertise for membership to four positions on the Bond Oversight Committee.



JD:rb

AGENDA ITEM BACKUP SHEET
June 12, 2012

Board Meeting

TITLE: **Authorization to Award Contract for Bid Package No. 4.1 Site Improvements at Edison Elementary School Under Overcrowding Relief Grant Program**

ITEM: **Action**

SUBMITTED BY: **Joe Dixon, Assistant Superintendent, Facilities and Governmental Relations**

PREPARED BY: **Todd Butcher, Director, Construction**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to award a contract for Bid Package No. 4.1 Site Improvements at Edison Elementary School under the Overcrowding Relief Grant Program.

RATIONALE:

At its December 14, 2010 meeting, the Board authorized staff to obtain bids for the Overcrowding Relief Grant project at Edison Elementary School. Legal advertisements of notice calling for bids were placed with the *Orange County Register* on April 23 and 30, 2012. Staff contacted 42 contractors, of which ten picked up plans. On May 18, 2012, bid day, the District received five bids. The architect and staff are in agreement that JRH Construction Company, Inc. represents the lowest responsive bidder. This bid amount is within budget. The following is a list of all bids received:

Contractors:	Bid Amounts:
JRH Construction Company, Inc.	\$535,858
Palp, Inc., dba Excel Paving Company	\$622,199
Angeles Contractor, Inc.	\$637,000
Roadway Engineering and Contracting, Inc.	\$669,400
Fast-Track Construction Corporation dba Fast Track Construction	\$778,000

FUNDING:

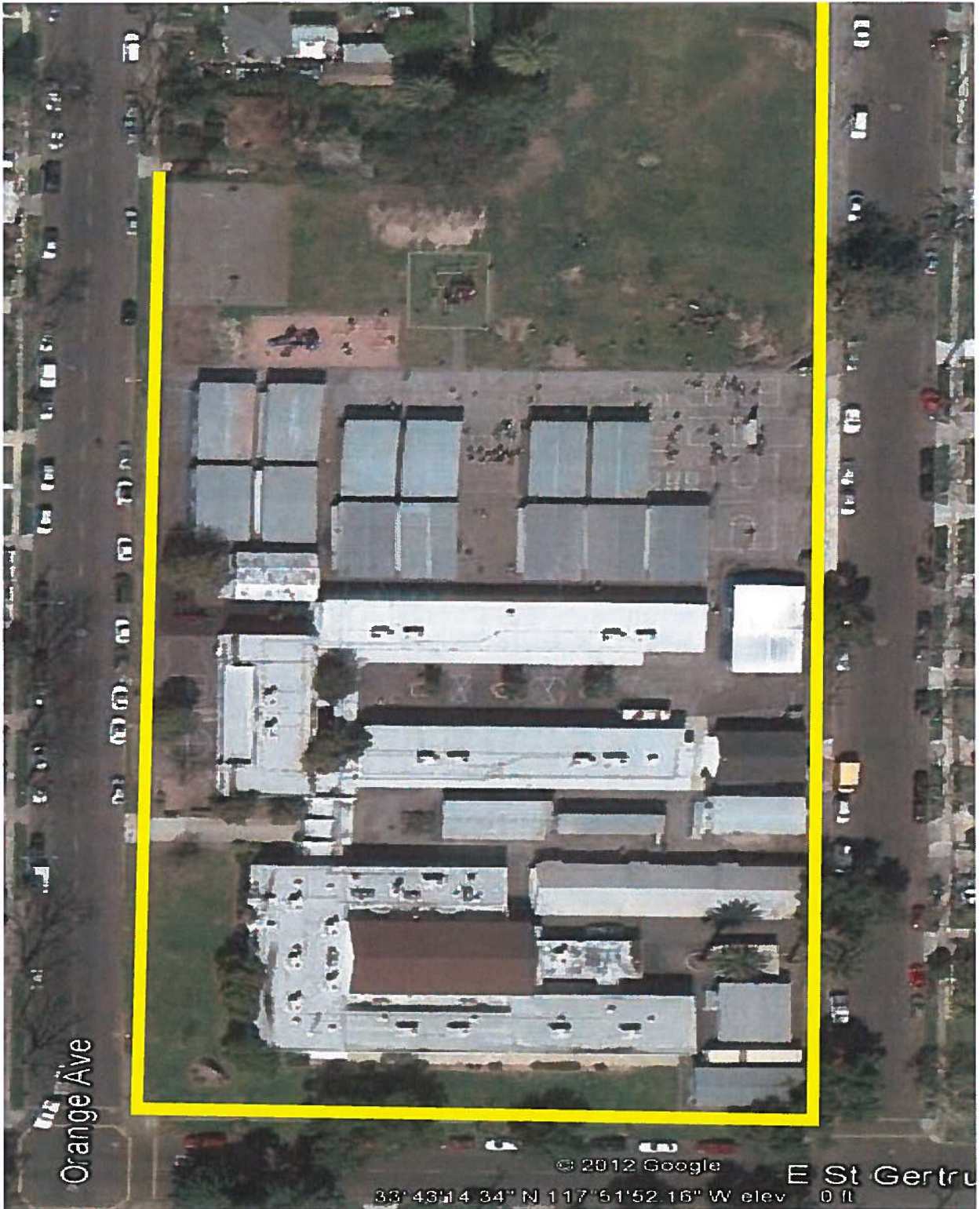
State School Facility Program/Measure G: \$535,858.00

RECOMMENDATION:

Authorize staff to award a contract to JRH Construction Company, Inc., for Bid Package No. 4.1 Site Improvements at Edison Elementary School in the amount of \$535,858 under the Overcrowding Relief Grant Program.


JD:rb

Edison Elementary Sidewalk Improvements



 Sidewalk Improvements

AGENDA ITEM BACKUP SHEET**June 12, 2012****Board Meeting**

TITLE: Authorization to Award Contract to Silver Creek Industries, Inc., for Purchase of Relocatable Classrooms at Santiago Elementary School

ITEM: Action

SUBMITTED BY: Joe Dixon, Assistant Superintendent, Facilities and Governmental Relations

PREPARED BY: Todd Butcher, Director, Construction

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to award a contract for the purchase of relocatable classrooms at Santiago Elementary School utilizing a piggyback bid from Los Alamitos Unified School District awarded to Silver Creek Industries, Inc.

RATIONALE:

At its November 8, 2011 meeting, the Board approved Santiago Elementary project. After reviewing bidding options, maintaining standards, and strength of buying power, staff recommends the purchase of relocatable classrooms utilizing the Los Alamitos Unified School District Bid No. 2010-0001, pursuant to Public Contract Code 20118.

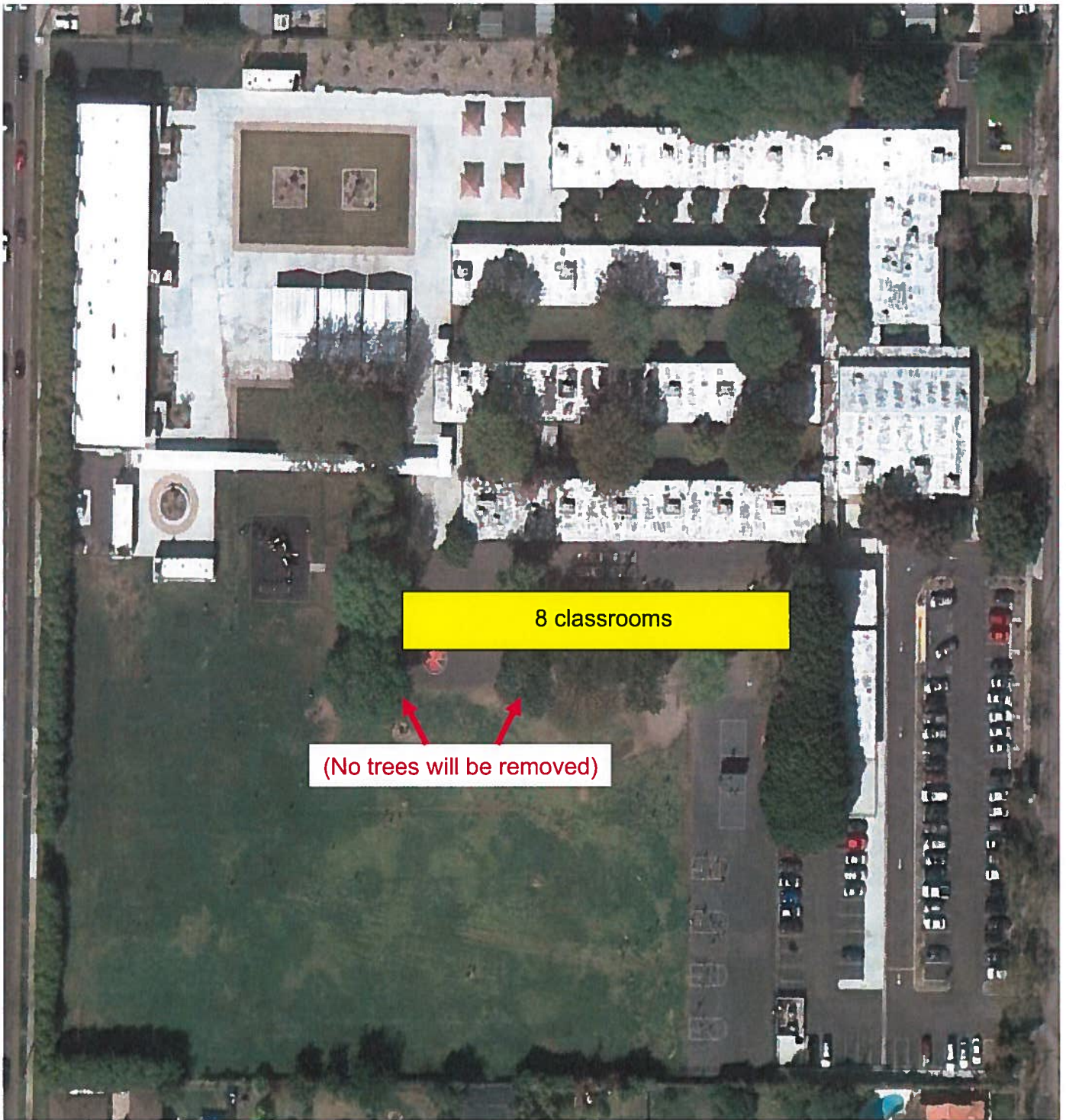
FUNDING:

Capital Facilities: \$525,765.44

RECOMMENDATION:

Authorize staff to award a contract for purchase of relocatable classrooms at Santiago Elementary School to Silver Creek Industries, Inc., in the amount of \$525,765.44 utilizing Los Alamitos Unified School District Bid No. 2010-0001.

Santiago Elementary New K-8 Classroom Building



 New classroom building

AGENDA ITEM BACKUP SHEET
June 12, 2012

Board Meeting

TITLE: Approval of Declaration of Need for Fully Qualified Educators for 2012-13 School Year

ITEM: Action

SUBMITTED BY: Chad Hammitt, Assistant Superintendent, Personnel Services

PREPARED BY: Chad Hammitt, Assistant Superintendent, Personnel Services

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 annually submit this declaration. This allows the Commission on Teacher Credentialing to issue emergency permits to teachers when we are unable to find a properly credentialed candidate in the areas of English Learners (EL), Special Education, and Library Media Specialist.

RATIONALE:

This approval is necessary in order to employ teachers on emergency permits in the area of English Learners, Special Education, and Library Media Specialists. Board action is necessary on an annual basis.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the Declaration of Need for Fully Qualified Educators for the 2012-13 school year.

CH:nr:mh





State of California
 Commission on Teacher Credentialing
 Certification, Assignment and Waivers Division
 1900 Capitol Avenue
 Sacramento, CA 95811-4213

Telephone:
 (888) 921-2682
 Email: credentials@ctc.ca.gov
 Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

- Original Declaration of Need for year: 2012-2013
 Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Santa Ana Unified School District CDS Code: 30

Name of County: Orange County CDS Code: 66670

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 06 / 12 / 12 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2013.

Submitted by (Superintendent, Board Secretary, or Designee):

Chad Hammitt _____ Assistant Superintendent, HR
Name Signature Title

714-558-5748 _____ 714-558-5680 _____
Fax Number Telephone Number Date

1601 E. Chestnut, Santa Ana, CA 92701 _____
Mailing Address

marlene.hernandez@sausd.us _____
E-Mail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ___/___/___, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

Name	Signature	Title
Fax Number	Telephone Number	Date
Mailing Address		
E-Mail 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)	3
<input type="checkbox"/> Bilingual Authorization (applicant already holds teaching credential)	0
List target language(s) for bilingual authorization: _____	
<input type="checkbox"/> Resource Specialist	0
<input checked="" type="checkbox"/> Teacher Librarian Services	2
<input type="checkbox"/> Visiting Faculty Permit	0

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	0
Single Subject	0
Special Education	1
TOTAL	1

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes No

If no, explain. _____

Does your agency participate in a Commission-approved college or university internship program? Yes No

If yes, how many interns do you expect to have this year? 50

If yes, list each college or university with which you participate in an internship program.

Azusa	National	Cal State Dominguez	OCDE
Chapman	UCI	Cal State Fullerton	
Cal Poly Tech	Univ. of LaVerne	Cal State Long Beach	

If no, explain why you do not participate in an internship program.

AGENDA ITEM BACKUP SHEET
June 12, 2012

Board Meeting

TITLE: **Approval of Collective Bargaining Agreement with California School Employees Association, Chapter 41, for 2011-12 School Year**

ITEM: **Action**

SUBMITTED BY: **Juan M. López, Associate Superintendent, Human Resources**

PREPARED BY: **Juan M. López, Associate Superintendent, Human Resources**

BACKGROUND INFORMATION:

The purpose of this agenda is to seek Board approval of the Collective Bargaining Agreement with California School Employees Association, Chapter 41, for 2011-12 school year. Under the provisions of Government Code Section 3457.5, local educational agencies are required to publicly disclose the provisions of all collective bargaining agreements before entering into a written agreement.

RATIONALE:

Under AB 2756, the school district superintendent and chief business official are required to certify that costs incurred under the collective bargaining agreement can be met during the term of the agreement, along with the corresponding budget reductions.

This agreement culminates a lengthy process that allowed both parties to address many contractual language concerns as listed in the attached agreement.

FUNDING:

General Funds

RECOMMENDATION:

Approve the Collective Bargaining Agreement with California School Employees Association, Chapter 41, for 2011-12 school year.


JML:nr

**COMPREHENSIVE TENTATIVE AGREEMENT
Between**

**California School Employees Association, Chapter 41
and
Santa Ana Unified School District**

May 1, 2012

I. 3.7 Work Year

3.7.5 Custodian/District Safety Officer Work Year Reduction Scheduling Mitigation Proposal:

- a. Commencing in fiscal 2012/2013 11.5 month Custodians and 11 month DSOs shall have the option of selecting the dates of the unpaid non-duty days. Employees not required to work the following unpaid non-duty days shall submit a schedule to their immediate supervisor as follows:**

- Option 1 - Yearly proposed schedule shall be submitted no later than July 1st of the new work year.**
- Option 2 - Mid-year adjustment may be submitted no later than January 1st to cover January 1st to June 30th.**

- b. Commencing in fiscal 2012/2013, all custodians and DSOs may cash-out up to 5 vacation days at the middle or end of the fiscal year.**
- c. Said agreement has no effect on the ongoing adjudication between the parties in the case of CSEA Chapter 41 v. Santa Ana Unified School District Case No. LA-CE 5203-E.**

II. Article 4.0 Wages and Wage Provisions

4.1 For the 2011-2012 school year, the parties agree to:

- No Salary Reductions
- No Furlough Days
- No Layoffs
- No freezes in Salary Schedule, Step Increase and/or Longevity

For the purpose of this agreement, the above guarantee pertains to all funding sources including categorical.

4.1.6 Refer to Appendix 3 for the current negotiated salary schedule.

4.2 DATE OF EMPLOYMENT/ANNIVERSARY DATE

- 4.2.1 The date of employment shall be considered the first day the employee was hired.
- 4.2.2 The unit member's anniversary date shall reflect the date of hire after the successful completion of the probationary period.

III. Article 6.0 Transfer and Promotional Procedures

6.2 The supervisor or Division Superintendent may initiate a recommendation to the Human Resources Department in order to transfer a unit member. The following procedure shall be followed prior to the actual transfer being implemented:

6.2.1 **The unit member and the Association shall be sent a transfer notice in writing at the same time;** it shall specify the reason(s) and work location.

6.2.1.2 Transfers which are disciplinary in nature should be referred to Article 15.

6.2.2 All District initiated transfers, that are related to over or under staffing shall follow the steps below:

6.2.2.1 The Human Resources Department shall provide written notice to the employees in the affected classification at the affected site/department requesting employee volunteers.

6.2.2.2 The employee volunteer with the greatest seniority shall be selected for the transfer.

6.2.2.3 After three (3) duty days should there be no volunteers, the least senior employee in the said classification shall receive the transfer.

6.2.4 Any unit member recommended by District management for transfer may appeal the transfer to the Division Superintendent within 5 duty days. The appeal is to be in writing stipulating the reasons that the transfer should not be made. **The transfer shall be put on hold until the final decision is rendered.**

6.2.6 Any unit member affected by such transfer must receive written notice at least ten (10) duty days prior to effective date.

6.6 Summer School/Extended School Year (ESY)

6.6.1 Selection of unit members to fill Summer School/Extended School Year openings will be made from qualified applicants in the same job family as the opening. Job family means the major headings on the classified salary schedule. When, in the judgment and discretion of the district management, two or more applicants are equally qualified, the applicant with greater District seniority shall be selected.

6.6.2 Should the need arise to reduce the staffing for the Summer School/ ESY program at a specific site, the unit member with the most seniority in said classification shall remain at that site.

6.6.2.1 This shall not include Instructional Assistant-Severely Handicapped, Autism Paraprofessional, and other special circumstances (i.e. one on one, etc.) when deemed appropriate and necessary by the District.

IV. Article 7.0 Absences and Leaves

7.5 CATASTROPHIC LEAVE (Replaces 7.5 in its entirety)

7.5.1 Establishment of Catastrophic Leave Bank

- a. The Association and the District agree to establish a Catastrophic Leave Bank effective January 1, 2012, or upon ratification of this agreement. The Catastrophic Leave Bank shall be funded in accordance with the terms of Section 7.5.3 below.
- b. For the purpose of this section, a “day” shall be any day an employee is expected to be on duty. A “duty day” is defined as the specific hours of work of each employee. Time in the Catastrophic Leave Bank shall accumulate from year to year. During Catastrophic Leave, employees shall receive all the rights and privilege they would normally receive on regular status.
- c. Time shall be contributed to the Bank and withdrawn from the Bank without regard to the rate of pay of the Catastrophic Leave Bank participant.
- d. The Catastrophic Leave Bank shall be administered by a joint committee comprised of five (5) members appointed by the Association and two (2) District members from Human Resources.
- e. Approval of the request shall require a majority vote of the voting committee members. The decision of the Committee shall be final unless a request for appeal is submitted within ten (10) work days of written denial. Should the employee receive a denial at the appeal level, the decision of the Committee shall then be final and not subject to the grievance procedure.

7.5.2 Definition of Catastrophic Leave

- a. An illness or injury that incapacitates the employee in excess of fifteen (15) duty days, or that incapacitates a member of the employee’s immediate family which requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her accrued sick leave, vacation leave, compensatory time.

- b. Not covered: Illnesses or accidents resulting from commission of a felony or elective cosmetic surgery. Also not included are illnesses or accidents, which may be covered under the Worker's Compensation Insurance Program.

7.5.3 Eligibility and Contributions

- a. All unit members who have permanency in the District are eligible to contribute to the Catastrophic Leave Bank.
- b. Participation is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.
- c. The employee shall authorize the contribution on the appropriate form, and once an employee has applied, an automatic annual contribution will be made. The employee shall remain eligible as long as the contribution has been made as needed by the provisions of this Article.
- d. An employee may end participation in the Catastrophic Leave Bank by sending a written request on the appropriate form to end participation to the joint committee during the open enrollment period July 1 through September 15 of each school year. Any sick days donated to the Catastrophic Leave Bank will be forfeited.
- e. Open enrollment shall occur annually between July 1 through September 15 of each school year. Failure to make an annual contribution (if needed) shall result in termination of membership in the Bank.
 - 1. New employees, upon receiving permanency, shall be eligible to contribute without waiting for the open enrollment period regardless of the total amount of hours in the bank.
- f. The rate of contribution by each participating unit member shall be one (1) day of sick leave per school year. Contributions shall be converted to hours based on the length of the donating employee's workday. By June 1 of each school year, if the balance of the Bank exceeds ten thousand (10,000) hours then no sick days shall be donated by employees in the bank for the following school year. By June 1 of each school year, if the balance of the Bank is under ten thousand (10,000) hours then one (1) day of sick leave will be contributed.
- g. Contributions to the Catastrophic Leave Bank shall not affect the earning of additional sick leave days as stated in Article 7, Section 7.3.2.
- h. Sick leave previously authorized for contribution to the Bank shall not be returned to the employees.

- i. Requests for catastrophic leave or granting of days from the Catastrophic Leave Bank do not absolve an employee from providing all necessary documents verifying illness and authorizing absence from the District due to illness.

7.5.4 Withdraw from the Bank

- a. Catastrophic Leave Bank participants whose sick leave and vacation leave has been exhausted may withdraw from the Bank for catastrophic illness or injury.
- b. Employees must use all sick leave and vacation leave available to them before being eligible to withdraw from the Bank.
- c. If the unit member is eligible for Catastrophic Leave, the Extended Sick Leave Benefit as defined in Article 7, Section 7.3.2.9 shall be used in conjunction with such leave in order to guarantee 100% of his/her regular pay.
- d. If an unit member is incapacitated, applications may be submitted to the Committee by the participant's agent or member of the employee's family.
- e. Withdrawals from the Catastrophic Leave Bank shall be granted in units of no more than forty (40) days. Employees may submit new written requests for extensions of withdrawals as their prior grants expire. Withdrawals from the Bank will be based on the conversion of the sick leave hours in the Bank to days based on the recipient's workday. The maximum amount of time for which donated leave hours may be used, shall not exceed a maximum period of 12 consecutive months.
- f. Employees applying to withdraw or extend their withdrawal from Catastrophic Leave shall be required to submit a doctor's statement to include an original signature indicating the nature of the illness or injury and the probable length of absence from work. Members of the Committee shall keep information regarding the nature of the illness confidential.
- g. Any approved unused catastrophic leave days shall be returned to the Bank.
- h. Any fraudulent or inappropriate use of donated days will result in the employee returning any resulting overpayment of wages. The overpayment of wages will be converted by the District to hours returned to the Catastrophic Leave Bank. The number of hours returned shall equal the number of hours fraudulently or inappropriately used by the employee.
- i. By June 1 of each school year if the Catastrophic Leave Bank falls below 10,000 hours, the Bank shall receive a contribution of one (1) sick day per employee who has elected to participate on the first pay warrant in October of the next school year. By June 1 of each school year if the Catastrophic Leave Bank exceeds ten thousand (10,000) hours no contribution shall be taken from any participating employee during the next school year.

- j. If the Catastrophic Leave Bank does not have sufficient hours to fund a withdraw request, the Committee is under no obligation to provide hours/days and the District is under no obligation to pay the participant any funds whatsoever. If the Committee denies a request for withdrawal, or an extension of withdrawals because of insufficient hours to fund the request, they shall notify the employee, in writing, of the reason for denial.
- k. Withdrawals shall become effective immediately.

7.5.5 Administration of the Bank

- a. The Catastrophic Leave Bank Committee shall have the responsibility of maintaining the records of the Catastrophic Leave Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying employee requests, receiving request by employees to end participation, and communicating its decisions, in writing, to the employee participants, to the Association, and to the District. The Catastrophic Leave Bank Committee will be responsible for creating the various required Catastrophic Leave Bank Forms.
- b. The Committee's authority shall be limited to the administration of the Bank.
- c. Applications shall be reviewed and decisions of the Committee reported to the applicant, in writing, within ten (10) duty days of receipt of the application.
- d. The Committee shall keep all records and decisions confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal. All committee members shall be required to sign a confidentiality statement due to the HIPPA privacy act. The District and the Association will not use any information gathered for purposes other than to maintain the Catastrophic Leave Bank.
- e. Each month, the District shall provide the Committee with:
 - 1. The amount of time contributed by employees for the current year
 - 2. The names of participating employees
 - 3. The total amount of time available in the Bank
 - 4. The names of the employees and number of hours withdrawn during the previous month.
- f. The unit member must waive any and all claims against the Committee, the Association, the SAUSD Board of Education, the District and its officers and employees arising from the administration of the Catastrophic Leave Bank program.
- g. If the Catastrophic Leave Bank is dissolved for any reason, the days remaining in the Catastrophic Leave Bank shall be returned to the then current members of the Bank proportionately.

- h. In the event the District fails to provide information requested, the committee and/or unit members may exercise their Grievance rights provided in Article 10.
- i. The Catastrophic Leave section of this Article shall be reopened at the request of either party.

V. Article 8.0 Vacation and Holidays

8.1 VACATION

8.2.5.2 By June 1 of the preceding school year, the parties shall negotiate the annual classified work calendar to establish the starting and ending dates for each classification and the recess periods, if any.

VI. Article 9.0 Evaluation Procedures

9.3.1 The appraisal form (**See Appendix 4**) represents the supervisor's current evaluation of the unit member's performance. No attempt is to be made to average out past and present performance.

9.3.1.2 Any ratings of "Exceeds Expectations" shall include in the comments area of the Performance Appraisal (or an attachment) examples that the unit member exceeds performance expectation(s).

9.3.1.3 Was 9.3.1.2

9.3.1.4 Was 9.3.1.3

9.3.9 Added to Appraisal Form

VII. Article 14.0 Term of Agreement and Re-Opener

14.2 Except as otherwise specifically provided herein, the effective date of this Agreement shall be from July 1, 2010 through June 30, 2013, and shall continue in effect from year to year thereafter unless amended, modified, or terminated as provided below; any party wishing to amend, modify, or terminate this Agreement shall send written notice to the other party of its intentions to do so no sooner than February 1, 2013 and no later than March 31, 2013. Thereafter, the parties shall meet and negotiate in a good faith attempt to reach agreement for a successor collective bargaining agreement.

For 2012-2013 Negotiations, the District and the Association may propose contractual changes limited to salaries, fringe benefits, and any three additional articles for the 2012-2013 school year, by March 1, 2012.

VIII. Article 17 Association Rights

17.3.4.1 Up to four (4) Custodians, 2 for each division (i.e. Elementary, Intermediate/High School) who are working the swing shifts shall be appointed by the CSEA Chapter President to attend CSEA Chapter meetings. Their release time is limited to once a month for up to two (2) hours of paid release time per month.

17.5.1 The CSEA membership application shall be included as part of the information packet provided to new employees.

~~The District will distribute to new employees at the time of appointment, or allow CSEA to distribute during the New Hire Orientation, information regarding membership in the California School Employees Association. This information will be provided by the CSEA at no expense to the District. The envelope of information shall bear a stamp saying "membership voluntary."~~

IX. Article 20.0 Activity Supervisors

20.1 Recognition

20.1.1 Activity Supervisors are unit members who are not entitled to the rights, benefits, or burdens of a probationary or permanent classified employee or substitute and shall be limited to the rights provided to them under this Article, California Education Code, and applicable labor laws.

20.2 Hours of Work

20.2.1 Activity Supervisors shall work no more the 3.75 hours per day for a total of no more than 19.5 hours per week.

20.2.2 Daily and weekly schedules and length and frequency of shifts shall be determined at the discretion of the site administrator.

20.2.3 Activity Supervisors shall sign themselves in at the start, and out at the end for their shift.

20.2.4 Activity Supervisors shall be responsible for daily logging-in their in and out time for payroll purposes.

20.2.5 Activity Supervisors shall receive written notice of changes to their work schedule the Friday before the coming.

20.3 Wages and Wage Provisions

20.3.1 Activity Supervisors shall be paid at their hourly rate on the negotiated salary schedule.

20.3.2 Refer to Appendix 3 for the current negotiated salary schedule.

20.4 Transfer Procedures

20.4.1 Transfer, a change in work location, shall only occur when Activity Supervisors apply and are hired by site administrators at each school site with the final approval of the Human Resource Department. The District shall not transfer Activity Supervisors from one work location to another.

20.4.2 Vacancies for Activity Supervisors shall be filled at each work location according to the work location's needs and at the discretion of the site administrator with the final approval of the Human Resource Department.

20.5 Absences/Leaves

20.5.1 Activity Supervisors are not entitled to absences or leaves except those that are required by State and Federal mandate.

20.5.2 If an Activity Supervisor is going to be absent, the Activity Supervisor is to notify their supervisor immediately so that plans for an unpaid absence may be made with as little disruption to work as possible.

20.5.3 Family Medical Leave Act (FMLA)

20.5.4.1 Activity Supervisors who meet the eligibility requirements for FMLA shall be entitled to all legally required FMLA rights and benefits

20.5.6 Pregnancy Disability Leave (PDL)

20.5.6.1 PDL is unpaid leave available to female Activity Supervisors who are disabled by pregnancy or a condition related to pregnancy as certified by a healthcare provider.

20.5.7 Family-School Partnership Act

20.5.7.1 Under the Family-School Partnership Act Activity Supervisor's are entitled to take unpaid time off from work to participate in their children's and grandchildren's school or child care activities.

20.5.7.2 Activity Supervisor's are entitled to take off up to 40 hours each year unpaid (up to eight hours in any calendar month) to participate in activities at their child's and/or grandchild's school or day care facility.

20.6 Grievance Procedures

- 20.6.1** A grievance related to an Activity Supervisor is defined as a statement by an Activity Supervisor that the District has violated an express term of Article 20 of this agreement and that by reason of such violation; the Activity Supervisor's rights have been adversely affected. All other matters and disputes of any nature are beyond the scope of these procedures but may be subject to the Recommendation/Concern procedure of the District. Discipline and discharge of Activity Supervisors is specifically excluded from the operation of this grievance procedure.
- 20.6.2** If a grievance involves more than one Activity Supervisor, then all must sign and the Association may pursue the grievance. At least one of the grievants involved shall be present at all conference held.
- 20.6.2.1** The grievant may request Association representation, but the Activity Supervisor must be present. If the Activity Supervisor is represented, the representative must be identified prior to the conference.
- 20.6.3** The term "days" when used in the Article shall, except where otherwise indicated, mean duty days of the Activity Supervisor. The day of receipt is not considered one of the days when "days" is used. During the summer, "days" means those days when the District Office is open.
- 20.6.4** The number of days as stated at each level should be considered as maximum, and every effort should be made to expedite the process.
- 20.6.4.1** A supervisor or an Activity Supervisor may for good cause request an extension of time for a conference, response or an appeal. Such request shall be in writing to the Associate Superintendent, Human Resources, who shall grant or deny the request, determine the extension time, and notify all parties of the decision rendered.
- 20.6.4.2** A joint committee comprised of 2 CSEA members appointed by the CSEA President and 2 District administrators appointed by the Associate Superintendent of Human Resources shall meet and create an Activity Supervisor Grievance Form to be completed no later than June 30, 2012.
- 20.6.5** Level One
- 20.6.5.1** The Activity Supervisor shall submit the grievance in writing and present the matter to Director of Human Resources or designee within ten (10) duty days following the occurrence which prompted the grievance, or within ten (10) duty days of the time when the Activity Supervisor would reasonably be expected to be knowledgeable of being adversely affected.

- 20.6.5.2** Within ten (10) duty days of receipt of the written grievance, the Director of Human Resources or designee shall confer in a meeting called by the Director of Human Resources or designee, with the intent of a mutually satisfactory solution to the problem.
- 20.6.5.3** At the conference, the grievant may appear alone, or be represented. The representative must be identified on the grievance form and the Activity Supervisor must be present. Likewise, the direct supervisor must also be present.
- 20.6.5.4** Following the conference, the supervisor shall communicate, in writing, the decision to the aggrieved Activity Supervisor, the Association via US mail or electronically, and the Associate Superintendent Human Resources. A copy of the grievance form shall also be provided to the Activity Supervisor along with the response form, and any accompanying documents.
- 20.6.5.5** If the Activity Supervisor is not satisfied with the disposition of the grievance at the Level 1, the grievant may, within five (5) duty days after the decision of the Director of Human Resources or designee has been rendered and received, request in writing that the Association submit the grievance to a binding decision by the Association Superintendent of Human Resources or designee. A copy of such request shall be simultaneously be served upon the Associate Superintendent of Human Resources.
- 20.6.5.5.1** Within ten (10) duty days of receipt of the request, the Associate Superintendent or designee shall hold a conference with the Activity Supervisor, grievant's representative, the Director of Human Resources, and the supervisor.
- 20.6.5.5.2** Within ten (10) duty days after the conference, the Associate Superintendent shall communicate a binding decision in writing that shall set forth his/her findings, reasoning, conclusions, and remedy.
- 20.6.5.5.3** The processing of the grievance beyond level 1 shall constitute a clear and express waiver of right to utilize any other legal or administrative forum to the extent permitted by law.



20.7 Evaluation Procedures

20.7.1 Newly hired unit members shall receive a formal written appraisal of their performance after the unit member has worked three months.

20.7.1.1 After the end of the third month, the supervisor shall evaluate and recommend "on-going" employment or "termination."

20.7.1.2 The date of employment shall be considered the first day the employee was hired.

20.7.1.34 Newly hired unit members not recommended for on-going employment will have one or more checks in the unsatisfactory column and specific comments giving reasons for the unsatisfactory rating will be provided.

20.7.2 Activity Supervisors shall receive a formal written appraisal of their performance annually or at any time the supervisor of the District will benefit from a performance appraisal.

20.7.2.1 The appraisal shall be completed between February 1 and May 30.

20.7.2.2 Any ratings of "Needs Improvement" or "Unsatisfactory" shall include a improvement plan explaining the area of "Needs Improvement" or "Unsatisfactory" and providing strategies for how to improve performance.

20.8 Employee Benefits

20.8.1 Activity Supervisors are not eligible for District provided benefits.

20.9 Disciplinary Procedures

20.9.1 Activity Supervisors' incidents of improper performance of assigned duties, immoral conduct, and/or personal unfitness shall result in disciplinary action and or termination from employment with the District based upon the recommendation of the site administrator and approval of Human Resources.

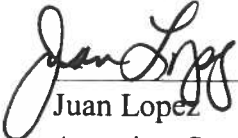
20.9.2 The following progressive discipline procedures shall be followed:

20.9.2.1 Counsel and orally warn the unit member

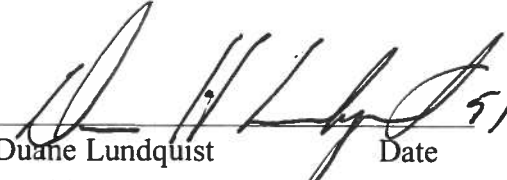
- 20.9.2.2 Conference summary memo
- 20.9.2.3 Written letter(s) of reprimand (placed in personnel file after ten (10) working days)
 - 20.9.2.3.1 The letter of reprimand shall specify the cause, the time limit for improvement and possible further disciplinary action including, but not limited to, suspension, with or without pay, and/or termination.
- 20.9.2.4 Strict adherence to the above steps shall not be required under circumstances that are more serious in nature such as actions that result in significant damage to public property, injury or threat of injury to others, and theft.
- 20.9.2.5 During the stages of progressive discipline, the unit member shall have an association representative present at all stages of the process when requested by the unit member.
- 20.9.2.6 All conference summaries and letters of reprimand shall have the signatures of receipt of all in attendance. At the completion of the meeting(s), copies shall be provided to all in attendance.
- 20.9.2.7 The unit member shall have the right to submit a written rebuttal to all conference summaries and all letters of reprimand within ten (10) duty days from the date of issuance.
- 20.9.3.7 All rebuttals submitted by the employee shall be attached to the conference summary and/or letter of reprimand.

20.10 Layoff

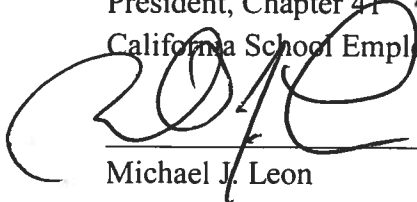
- 20.10.1 The District and the Association shall meet and negotiate the effects of layoffs of Activity Supervisors for lack of funds and/or lack of work.


5/1/2012

 Juan Lopez Date
 Associate Superintendent
 Santa Ana Unified School District


5/01/2012

 Duane Lundquist Date
 President, Chapter 41
 California School Employees Association


5/23/12

 Michael J. Leon Date
 Labor Relations Representative
 California School Employees Association



SANTA ANA UNIFIED SCHOOL DISTRICT

CLASSIFIED PERFORMANCE APPRAISAL

Name of Employee:	Probationary Period: <input type="checkbox"/> 3rd <input type="checkbox"/> 5th <input type="checkbox"/> 9th Month
District ID #:	Promotional Trial Period: <input type="checkbox"/> 3rd <input type="checkbox"/> 5th Month
Job Title:	Permanent Status Recommended: <input type="checkbox"/> Yes <input type="checkbox"/> No
School or Department:	<input type="checkbox"/> Permanent Appraisal
Period Covered by Appraisal: _____ to _____	

Appraisal Code: 1 = Exceeds Expectations 2 = Meets Expectations 3 = Needs Improvement 4 = Unsatisfactory 5 = Not Applicable	Note: 1. Supporting Statements Form is required for a rating of "1". 2. Ratings of "3" or "4" for permanent unit members must be supported by a "Strategy for Assistance" form, unless termination is recommended. 3. Appraisal documents are to be typed.
---	--

1	2	3	4	5	A. PERSONAL QUALIFICATIONS
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1. Attends regularly
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2. Notifies school/department in a timely manner when absent
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3. Adheres to arrival, lunch, rest-period, and departure times
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4. Displays tact, courtesy, and positive attitude
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5. Learns and complies with procedures, policies, rules, and regulations
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6. Is appropriately dressed and groomed

Personal Qualification Comments:

1	2	3	4	5	B. EFFECTIVENESS
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1. Uses good judgment in performance of work
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2. Performs work in reasonable amount of time
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3. Responds professionally to supervision
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4. Works well with or without direct supervision
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5. Interprets situations and responds to problems appropriately
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6. Performs assigned job responsibilities
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	7. Organizes work efficiently
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8. Adheres to safety practices and proper use of job-related equipment
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	9. Communicates and works effectively and cooperatively with students
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10. Communicates and works effectively and cooperatively with staff
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11. Communicates and works effectively and cooperatively with the community/public
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12. Accepts suggestions, new ideas, and change
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	13. Continues to acquire skill mastery and maintenance levels appropriate to experience on the job
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	14. Demonstrates initiative, versatility, and adaptability

Effectiveness Comments:

WV [Signature]
5/01/2012



SANTA ANA UNIFIED SCHOOL DISTRICT

CLASSIFIED PERFORMANCE APPRAISAL

Signature of Administrator/Supervisor: _____ Date: _____

Name of Administrator/ Supervisor (Please Print): _____

As provided for in the CSEA/SAUSD CBA Article 9.3.4, you may respond to this evaluation and all supporting attachments within fifteen (15) days. This performance report and all attachments will be placed in your personnel file **with** or **without** your signature at the end of the fifteen (15) day period.

Attachment: Yes No

Signature of Employee: _____ Date: _____

The unit member shall sign the appraisal with the understanding that the unit member's signature does not mean the unit member is in agreement with the evaluation, only that the evaluation has been discussed with the unit member.

9.3.9 If any information/material is to be used on an evaluation from a source other than the immediate supervisor, a copy of the information/material must be given to the unit member ten (10) duty days before it is used in the evaluation process so the unit member has an opportunity to attach a written response.

Willy [Signature]
5/01/2017



SANTA ANA UNIFIED SCHOOL DISTRICT
CLASSIFIED PERFORMANCE APPRAISAL
STRATEGY FOR ASSISTANCE

This form is to be completed when the Classified Performance Appraisal is marked "Needs Improvement" or "Unsatisfactory"

Employee Name _____ Job Title _____ School or Department _____

From: _____ To: _____ Page _____ of _____ pages
 Length of Plan (specify dates) _____ Date of Evaluation _____

Requires improvement – Describe area of concern (List items letter/number):

Improvement plan to include recommendations and timeline (List item letter/number):

Results of improvement plan (List item letter/number):

Signature of Employee _____ Signature of Administrator/Supervisor _____

Date Reevaluation Completed _____ Signature of Employee _____ Signature of Administrator/Supervisor _____

Reviewed by: _____
 Personnel Director _____ Date _____

WJZ [Signature]
 5/01/2012

Memorandum of Understanding
between
Santa Ana Unified School District (SAUSD)
and the
Classified School Employees' Association (CSEA)


May 1, 2012

The following constitutes the agreement between the Santa Ana Unified School District (SAUSD) and the Classified School Employees' Association (CSEA) regarding the (PILOT) 4/40 Work Week.

1. During the period of June 25, 2012 through July 27, 2012 (5 weeks), schools/offices will be closed on Fridays. The five-day work week will be consolidated into four days.
2. All full-time employees scheduled to work during this period will work 10-hour days, four days a week, from Monday through Thursday.
3. All part-time employees scheduled to work during this period will work their regular five-day work week hours divided into four days a week, from Monday through Thursday.
4. Sick leave, vacation, and other leaves taken while on a 4-day workweek shall be charged and paid on an hour-for-hour basis.
5. Employees on the 4/40 work schedule will receive their appropriate compensation for the July 4th holiday, if eligible.
6. The 4-day workweek daily hours shall be flexible to allow different start, lunch and end times as may be needed by the employee and/or the department as determined by the supervisor to meet the operational needs of the work site. Any unresolved conflicts shall be referred to Article 3.1.2 of the CBA.
7. Unit members who are unable to work more than their normal daily hours and/or shift may continue to work those same hours and/or shift on the 4-day workweek utilizing any combination of vacation days, personal necessity absence and available current and accumulated sick leave for the remaining hours. Upon the exhaustion of these paid leave days, the employee shall be entitled to personal no-pay leave.
8. Unit members shall receive the Pilot 4/40 Summer Work Week schedule notification by May 30th.
9. Unit members who work for Food 4 Thought and Grounds shall remain on their regular schedule.
10. Timekeepers shall receive training on the time keeping procedures related to this Pilot prior to June 25, 2012.

This MOU is non-precedent setting.

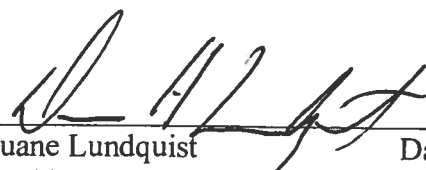
The final approval of this Tentative Agreement or MOU is subject to the approval of the SAUSD Board of Education and the CSEA Chapter 41 membership.



Juan Lopez
Associate Superintendent
Santa Ana Unified School District

5/1/2012

Date



Duane Lundquist
President, Chapter 41
California School Employees Association

5/01/2012

Date

**Memorandum of Understanding
between
Santa Ana Unified School District (SAUSD)
and the
Classified School Employees' Association (CSEA)**


May 1, 2012

The following constitutes the agreement between the Santa Ana Unified School District (SAUSD) and the Classified School Employees' Association (CSEA) regarding Classified Retirement Incentive.

Employee's who retire, between December 1, 2011 and June 30, 2012, will receive \$7,500.

This MOU is non-precedent setting.

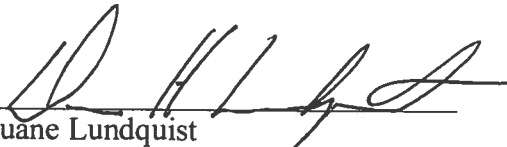
The final approval of this Tentative Agreement or MOU is subject to the approval of the SAUSD Board of Education and the CSEA Chapter 41 membership.



Juan Lopez
Associate Superintendent
Santa Ana Unified School District

5/1/2012

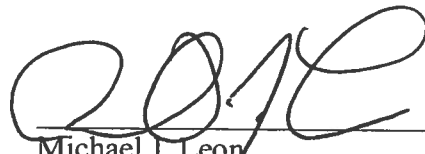
Date



Duane Lundquist
President, Chapter 41
California School Employees Association

05/01/2012

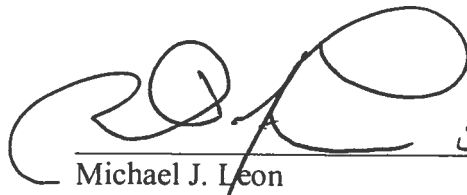
Date



Michael J. Leon
Labor Relations Representative
California School Employees Association

5-23-12

Date



5-23-12

Michael J. Leon
Labor Relations Representative
California School Employees Association

**Orange County Department of Education
District Fiscal Services**

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

Name of School District: **SANTA ANA UNIFIED SCHOOL DISTRICT (SAUSD)**
 Name of Bargaining Unit: **Classified School Employees' Association (CSEA) & Management**
 Certificated, Classified, Other: **Classified & Certificated**

The proposed agreement covers the period beginning: **December 1, 2011** and ending: **June 30, 2012**
 (date) (date)

The Governing Board will act upon this agreement on: **June 12, 2012**
 (date)

A. Proposed Change in Compensation

Compensation	Annual Cost Prior to Proposed Agreement FY	Fiscal Impact of Proposed Agreement		
		Year 1 Increase/(Decrease) FY 2011-12	Year 2 Increase/(Decrease) FY	Year 3 Increase/(Decrease) FY
1 Salary Schedule Increase (Decrease)	\$ -	\$ -	\$ -	\$ -
2 Step and Column Increase (Decrease) Due to movement plus any changes due to settlement	\$ -	\$ -	\$ -	\$ -
3 Other Compensation - Increase (Decrease) (Stipends, Bonuses, Longevity, Overtime, etc.)	\$ -	\$ 427,500	\$ -	\$ -
Description of other compensation:				
4 Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare etc.	\$ -	\$ 102,150	\$ -	\$ -
5 Health/Welfare Plans	\$ -	\$ -	\$ -	\$ -
6 Total Compensation - Increase (Decrease) (Total Lines 1-5)	\$ -	\$ 529,650.00	\$ -	\$ -
7 Total Number of Represented Employees (Use FTEs if appropriate)				
8 Total Compensation <u>Average</u> Cost per Employee		n/a		

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"?

n/a

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

n/a

11. Please include comments and explanations as necessary.

The unrestricted general funds shall be utilized for an Early Notification Incentive payment to CSEA unit members, certificated and classified Management employees, eligible for retirement, who have retired or elect to retire from their positions between December 1, 2011 and June 30, 2012. The purpose of this retirement incentive offer is to mitigate against the need for layoffs in 2012-13 fiscal year. It is anticipated that approximately 49 CSEA unit members, 7 certificated Management, and 1classified Management (using last year's numbers) will participate in this program as the recruitment is still in process. If the completed application form is submitted by June 15, 2012, he/she shall receive a \$7,500 incentive. The decision made by the unit member is irrevocable.

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

If yes, please describe the cap amount.

n/a

B. Proposed Negotiated Changes in Noncompensation Items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

The SAUSD and CSEA have come to an agreement with the changes in the contract language which resulted in no fiscal impact to the District. A comprehensive tentative agreement is attached.

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.

n/a

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 revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

This one-time retirement incentive offer will reduce the ending fund balance in the current year and the subsequent years.

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

Unrestricted 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)?

This is a one-time retirement incentive offer.

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: **Classified School Employees' Association (CSEA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 05/22/12)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ 264,880,925	\$ -	\$ -	\$ 264,880,925
Remaining Revenues (8100-8799)	\$ 50,362,790	\$ -	\$ -	\$ 50,362,790
TOTAL REVENUES	\$ 315,243,715	\$ -	\$ -	\$ 315,243,715
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 158,475,802	\$ 52,500	\$ -	\$ 158,528,302
Classified Salaries (2000-2999)	\$ 36,870,144	\$ 375,000	\$ -	\$ 37,245,144
Employee Benefits (3000-3999)	\$ 67,255,567	\$ 102,150	\$ -	\$ 67,357,717
Books and Supplies (4000-4999)	\$ 3,779,571	\$ -	\$ -	\$ 3,779,571
Services, Other Operating Expenses (5000-5999)	\$ 17,286,000	\$ -	\$ -	\$ 17,286,000
Capital Outlay (6000-6599)	\$ 414,853	\$ -	\$ -	\$ 414,853
Other Outgo (7100-7299) (7400-7499)	\$ 525,190	\$ -	\$ -	\$ 525,190
Direct Support/Indirect Cost (7300-7399)	\$ (4,747,147)	\$ -	\$ -	\$ (4,747,147)
Other Adjustments				
TOTAL EXPENDITURES	\$ 279,859,980	\$ 529,650	\$ -	\$ 280,389,630
OPERATING SURPLUS (DEFICIT)	\$ 35,383,735	\$ (529,650)	\$ -	\$ 34,854,085
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 4,563,024	\$ -	\$ -	\$ 4,563,024
CONTRIBUTIONS (8980-8999)	\$ (50,078,130)	\$ -	\$ -	\$ (50,078,130)
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (19,257,419)	\$ (529,650)*	\$ -	\$ (19,787,069)
BEGINNING BALANCE	\$ 77,703,191			\$ 77,703,191
Prior-Year Adjustments/Restatements (9793/9795)	\$ 265,702			\$ 265,702
CURRENT-YEAR ENDING BALANCE	\$ 58,711,474	\$ (529,650)	\$ -	\$ 58,181,824
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 1,150,000	\$ -	\$ -	\$ 1,150,000
Restricted Reserves (9740)	\$ -	\$ -	\$ -	\$ -
Stabilization Arrangements (9750)	\$ 25,182,304	\$ (529,650)	\$ -	\$ 24,652,654
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 22,407,192	\$ -	\$ -	\$ 22,407,192
Reserve for Economic Uncertainties (9789)	\$ 9,971,978	\$ -	\$ -	\$ 9,971,978
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: **Classified School Employees' Association (CSEA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 05/22/12)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ 10,756,115	\$ -	\$ -	\$ 10,756,115
Remaining Revenues (8100-8799)	\$ 151,559,698	\$ -	\$ -	\$ 151,559,698
TOTAL REVENUES	\$ 162,315,813	\$ -	\$ -	\$ 162,315,813
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 85,336,243	\$ -	\$ -	\$ 85,336,243
Classified Salaries (2000-2999)	\$ 27,346,164	\$ -	\$ -	\$ 27,346,164
Employee Benefits (3000-3999)	\$ 36,972,074	\$ -	\$ -	\$ 36,972,074
Books and Supplies (4000-4999)	\$ 15,715,482	\$ -	\$ -	\$ 15,715,482
Services, Other Operating Expenses (5000-5999)	\$ 37,838,351	\$ -	\$ -	\$ 37,838,351
Capital Outlay (6000-6599)	\$ 998,661	\$ -	\$ -	\$ 998,661
Other Outgo (7100-7299) (7400-7499)	\$ 4,406,352	\$ -	\$ -	\$ 4,406,352
Direct Support/Indirect Cost (7300-7399)	\$ 3,679,843	\$ -	\$ -	\$ 3,679,843
Other Adjustments				
TOTAL EXPENDITURES	\$ 212,293,170	\$ -	\$ -	\$ 212,293,170
OPERATING SURPLUS (DEFICIT)	\$ (49,977,357)	\$ -	\$ -	\$ (49,977,357)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 1,882,711	\$ -	\$ -	\$ 1,882,711
CONTRIBUTIONS (8980-8999)	\$ 50,078,130	\$ -	\$ -	\$ 50,078,130
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (1,781,938)	\$ *	\$ -	\$ (1,781,938)
BEGINNING BALANCE	\$ 9,034,086			\$ 9,034,086
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 7,252,148	\$ -	\$ -	\$ 7,252,148
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ -	\$ -	\$ -	\$ -
Restricted Reserves (9740)	\$ 7,252,148	\$ -	\$ -	\$ 7,252,148
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: **Classified School Employees' Association (CSEA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement (As of 05/22/12)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ 275,637,040	\$ -	\$ -	\$ 275,637,040
Remaining Revenues (8100-8799)	\$ 201,922,488	\$ -	\$ -	\$ 201,922,488
TOTAL REVENUES	\$ 477,559,528	\$ -	\$ -	\$ 477,559,528
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 243,812,045	\$ 52,500	\$ -	\$ 243,864,545
Classified Salaries (2000-2999)	\$ 64,216,308	\$ 375,000	\$ -	\$ 64,591,308
Employee Benefits (3000-3999)	\$ 104,227,641	\$ 102,150	\$ -	\$ 104,329,791
Books and Supplies (4000-4999)	\$ 19,495,053	\$ -	\$ -	\$ 19,495,053
Services, Other Operating Expenses (5000-5999)	\$ 55,124,351	\$ -	\$ -	\$ 55,124,351
Capital Outlay (6000-6599)	\$ 1,413,514	\$ -	\$ -	\$ 1,413,514
Other Outgo (7100-7299) (7400-7499)	\$ 4,931,542	\$ -	\$ -	\$ 4,931,542
Direct Support/Indirect Cost (7300-7399)	\$ (1,067,304)	\$ -	\$ -	\$ (1,067,304)
Other Adjustments				
TOTAL EXPENDITURES	\$ 492,153,150	\$ 529,650	\$ -	\$ 492,682,800
OPERATING SURPLUS (DEFICIT)	\$ (14,593,622)	\$ (529,650)	\$ -	\$ (15,123,272)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 6,445,735	\$ -	\$ -	\$ 6,445,735
CONTRIBUTIONS (8980-8999)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (21,039,357)	\$ (529,650)	\$ -	\$ (21,569,007)
BEGINNING BALANCE	\$ 86,737,277			\$ 86,737,277
Prior-Year Adjustments/Restatements (9793/9795)	\$ 265,702			\$ 265,702
CURRENT-YEAR ENDING BALANCE	\$ 65,963,622	\$ (529,650)	\$ -	\$ 65,433,972
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 1,150,000	\$ -	\$ -	\$ 1,150,000
Restricted Reserves (9740)	\$ 7,252,148	\$ -	\$ -	\$ 7,252,148
Stabilization Arrangements (9750)	\$ 25,182,304	\$ (529,650)	\$ -	\$ 24,652,654
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 22,407,192	\$ -	\$ -	\$ 22,407,192
Reserve for Economic Uncertainties (9789)	\$ 9,971,978	\$ -	\$ -	\$ 9,971,978
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -	\$ -

* Please see question on page 7.

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**Combined General Fund**Enter Bargaining Unit: **Classified School Employees' Association (CSEA)**

	2011-12	2012-13	2013-14
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
Revenue Limit Sources (8010-8099)	\$ 275,637,040	\$ 271,305,552	\$ 284,443,363
Remaining Revenues (8100-8799)	\$ 201,922,488	\$ 196,376,978	\$ 178,638,346
TOTAL REVENUES	\$ 477,559,528	\$ 467,682,530	\$ 463,081,709
EXPENDITURES			
Certificated Salaries (1000-1999)	\$ 243,864,545	\$ 248,712,667	\$ 253,711,791
Classified Salaries (2000-2999)	\$ 64,591,308	\$ 65,115,336	\$ 66,026,951
Employee Benefits (3000-3999)	\$ 104,329,791	\$ 111,927,827	\$ 119,449,378
Books and Supplies (4000-4999)	\$ 19,495,053	\$ 19,904,450	\$ 20,382,157
Services, Other Operating Expenses (5000-5999)	\$ 55,124,351	\$ 55,982,841	\$ 57,326,430
Capital Outlay (6000-6999)	\$ 1,413,514	\$ 1,443,196	\$ 1,477,834
Other Outgo (7100-7299) (7400-7499)	\$ 4,931,542	\$ 5,035,105	\$ 5,155,947
Direct Support/Indirect Cost (7300-7399)	\$ (1,067,304)	\$ (1,084,970)	\$ (1,091,641)
Other Adjustments		\$ (11,027,706)	\$ (66,906,707)
TOTAL EXPENDITURES	\$ 492,682,800	\$ 496,008,746	\$ 455,532,140
OPERATING SURPLUS (DEFICIT)	\$ (15,123,272)	\$ (28,326,216)	\$ 7,549,569
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ 13,575,773	\$ 1,499,998
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 6,445,735	\$ 6,581,095	\$ 6,739,041
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (21,039,357)	\$ (21,331,538)	\$ 2,310,526
BEGINNING BALANCE	\$ 86,737,277	\$ 65,433,972	\$ 44,102,434
Prior-Year Adjustments/Restatements (9793/9795)	\$ 265,702		
CURRENT-YEAR ENDING BALANCE	\$ 65,433,972	\$ 44,102,434	\$ 46,412,960
COMPONENTS OF ENDING BALANCE:			
Nonspendable Reserves (9711-9719)	\$ 1,150,000	\$ 1,150,000	\$ 1,150,000
Restricted Reserves (9740)	\$ 7,252,148	\$ 3,183,695	\$ -
Stabilization Arrangements (9750)	\$ 25,182,304	\$ 1,030,988	\$ 10,849
Other Commitments (9760)	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 22,407,192	\$ 28,685,954	\$ 36,006,687
Reserve for Economic Uncertainties (9789)	\$ 9,971,978	\$ 10,051,797	\$ 9,245,424
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -

J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2011-12	2012-13	2013-14
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 499,128,535	\$ 502,589,841	\$ 462,271,181
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	\$ 9,982,571	\$ 10,051,797	\$ 9,245,424

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

a.	General Fund Budgeted Unrestricted Stabilization Arrangements (9750)	\$ 25,182,304	\$ 1,030,988	\$ 10,849
b.	General Fund Budgeted Unrestricted Reserve for Economic Uncertainties (9789)	\$ 9,971,978	\$ 10,051,797	\$ 9,245,424
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	\$ 35,154,282	\$ 11,082,785	\$ 9,256,273
i.	Total Available Reserves Percentage	7.04%	2.21%	2.00%

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

2011-12	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2012-13	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2013-14	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

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

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

n/a

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

n/a

K. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT

The disclosure document must be signed by the District Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of Santa Ana Unified School District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the Classified School Employees' Association Bargaining Unit, during the term of the agreement from December 1, 2011 to June 30, 2012.

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

<u>Budget Adjustment Categories:</u>	<u>Budget Adjustment Increase (Decrease)</u>
<u>Revenues/Other Financing Sources</u>	<u>-</u>
<u>Expenditures/Other Financing Uses</u>	<u>529,650.00</u>
<u>Ending Balance Increase (Decrease)</u>	<u>(529,650.00)</u>

(No budget revisions necessary)

District Superintendent
 (Signature)

Date

Chief Business Officer
 (Signature)

Date

L. CERTIFICATION NO. 2

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

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

District Superintendent (or Designee)
(Signature)

Date

President or Clerk of Governing Board
(Signature)

Date

Swandayani Singgih
Contact Person

(714) 558-5895
Phone

Memorandum of Understanding
between
Santa Ana Unified School District (SAUSD)
and the
Classified School Employees' Association (CSEA)

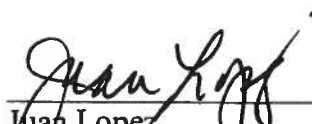
May 1, 2012

The following constitutes the agreement between the Santa Ana Unified School District (SAUSD) and the Classified School Employees' Association (CSEA) regarding Classified Retirement Incentive.

Employee's who retire, between December 1, 2011 and June 30, 2012, will receive \$7,500.

This MOU is non-precedent setting.

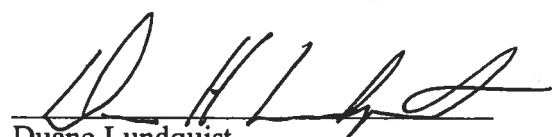
The final approval of this Tentative Agreement or MOU is subject to the approval of the SAUSD Board of Education and the CSEA Chapter 41 membership.



Juan Lopez
Associate Superintendent
Santa Ana Unified School District

5/1/2012

Date



Duane Lundquist
President, Chapter 41
California School Employees Association

05/01/2012

Date

Michael J. Leon
Labor Relations Representative
California School Employees Association

Date



Santa Ana Unified School District Classified Employee Retirement Incentive

The California School Employee Association (CSEA) and the Santa Ana Unified School District (SAUSD) have reached a Tentative Agreement (T.A.) that would provide for Classified employees to receive a Retirement Incentive; **should the T.A. be approved by the SAUSD Board of Education.**

The incentive is structured as follows:

Classified employees whose notification is **received by June 15, 2012**, shall receive a \$7,500 incentive to be paid as a one-time payment on their July 10, 2012 payroll warrant. **Classified employees will need to retire or have retired between December 1, 2011 and June 30, 2012.**

In order to **qualify for the incentive**, classified employees must meet the following requirements:

- Attained the age to be eligible to retire and have 5 years of service with PERS or STRS.
- Retire between December 1, 2011 and June 30, 2012.
- Notify Human Resources using the irrevocable Retirement Form by **June 15, 2012** (on the reverse side of this flyer).

In order to **retire and qualify for District retiree health benefits**, classified employees must meet the following requirements as outlined in the classified contract:

- Served with the SAUSD for a minimum of ten (10) years.
- Active employee of the District for the last three (3) years.
- Attained the age to be eligible to retire and 5 years of service with PERS or STRS.

Once you are approved for the incentive, please contact the SAUSD Benefits Department (714) 558-5681 or x75681. If you are considering this incentive, please contact PERS (1-888-225-7377) or STRS (714- 966-4251) as soon as possible to set-up an appointment as appointments fill-up quickly.

If you have any questions or would like additional assistance, please contact Erica Acosta at (714) 558-5531 or 75531.

(Irrevocable Retirement Form on reverse side of flyer)



Santa Ana Unified School District Certificated Management Retirement Incentive

The Santa Ana Unified School District will be offering Certificated Management employees an incentive for an early notification of their retirement.

The incentive is structured as follows:

Certificated Management employees whose notification is **received by June 15, 2012**, shall receive a \$7,500 incentive to be paid as a one-time payment on their July 30, 2012 payroll warrant.

In order to **qualify for the incentive**, certificated management employees must meet the following requirements:

- Attained the age to be eligible to retire and have 5 years of service with PERS or STRS.
- Retire between December 1, 2011 and June 30, 2012.
- Notify Human Resources using the irrevocable Retirement Form by **June 15, 2012** (on the reverse side of this flyer).

In order to **retire and qualify for District retiree health benefits**, certificated management employees must meet the following requirements as outlined in the classified contract:

- Served with the SAUSD for a minimum of ten (10) years.
- Active employee of the District for the last three (3) years.
- Attained the age to be eligible to retire and 5 years of service with PERS or STRS.

Once you are approved for the incentive, please contact the SAUSD Benefits Department (714) 558-5681 or x75681. If you are considering this incentive, please contact STRS (714-966-4251) or PERS (1-888-225-7377) as soon as possible to set-up an appointment as appointments fill-up quickly.

If you have any questions or would like additional assistance, please contact Erica Acosta at (714) 558-5531 or x75531.

(Irrevocable Retirement Form on reverse side of flyer)



Santa Ana Unified School District Classified Management Retirement Incentive

The Santa Ana Unified School District is offering a Classified Management retirement incentive.

The incentive is structured as follows:

Unit members whose notification is **received by June 15, 2012**, shall receive a \$7,500 incentive to be paid as one payment on their July 10, 2012 payroll warrant. **Classified Management employees will need to retire or have retired between December 1, 2011 and June 29, 2012.**

In order to **qualify for the incentive**, classified management employees must meet the following requirements:

- Attained the age to be eligible to retire and have 5 years of service with PERS or STRS.
- Retire between December 1, 2011 and June 30, 2012.
- Notify Human Resources using the irrevocable Retirement Form by **June 15, 2012** (on the reverse side of this flyer).

In order to **retire and qualify for District retiree health benefits**, classified management employees must meet the following requirements:

- Served with the SAUSD for a minimum of ten (10) years.
- Active employee of the District for the last three (3) years.
- Attained the age to be eligible to retire and 5 years of service with PERS or STRS.

Once you are approved for the incentive, please contact the SAUSD Benefits Department at (714) 558-5681 or x75681. If you are considering this incentive, please contact PERS (1-888-225-7377) or STRS (714-966-4251) as soon as possible to set-up an appointment as appointments fill-up quickly.

If you have any questions or would like additional assistance, please contact Erica Acosta at (714) 558-5531 or x75531.

(Irrevocable Retirement Form on reverse side of flyer)

**COMPREHENSIVE TENTATIVE AGREEMENT
Between**

**California School Employees Association, Chapter 41
and
Santa Ana Unified School District**

May 1, 2012

I. 3.7 Work Year

3.7.5 Custodian/District Safety Officer Work Year Reduction Scheduling Mitigation Proposal:

- a. Commencing in fiscal 2012/2013 11.5 month Custodians and 11 month DSOs shall have the option of selecting the dates of the unpaid non-duty days. Employees not required to work the following unpaid non-duty days shall submit a schedule to their immediate supervisor as follows:**

- Option 1 - Yearly proposed schedule shall be submitted no later than July 1st of the new work year.**
- Option 2 - Mid-year adjustment may be submitted no later than January 1st to cover January 1st to June 30th.**

- b. Commencing in fiscal 2012/2013, all custodians and DSOs may cash-out up to 5 vacation days at the middle or end of the fiscal year.**
- c. Said agreement has no effect on the ongoing adjudication between the parties in the case of CSEA Chapter 41 v. Santa Ana Unified School District Case No. LA-CE 5203-E.**

II. Article 4.0 Wages and Wage Provisions

4.1 For the 2011-2012 school year, the parties agree to:

- No Salary Reductions**
- No Furlough Days**
- No Layoffs**
- No freezes in Salary Schedule, Step Increase and/or Longevity**

For the purpose of this agreement, the above guarantee pertains to all funding sources including categorical.

4.1.6 Refer to Appendix 3 for the current negotiated salary schedule.

4.2 DATE OF EMPLOYMENT/ANNIVERSARY DATE



- 4.2.1 The date of employment shall be considered the first day the employee was hired.
- 4.2.2 The unit member's anniversary date shall reflect the date of hire after the successful completion of the probationary period.

III. Article 6.0 Transfer and Promotional Procedures

6.2 The supervisor or Division Superintendent may initiate a recommendation to the Human Resources Department in order to transfer a unit member. The following procedure shall be followed prior to the actual transfer being implemented:

6.2.1 **The unit member and the Association shall be sent a transfer notice in writing at the same time;** it shall specify the reason(s) and work location.

6.2.1.2 Transfers which are disciplinary in nature should be referred to Article 15.

6.2.2 All District initiated transfers, that are related to over or under staffing shall follow the steps below:

6.2.2.1 The Human Resources Department shall provide written notice to the employees in the affected classification at the affected site/department requesting employee volunteers.

6.2.2.2 The employee volunteer with the greatest seniority shall be selected for the transfer.

6.2.2.3 After three (3) duty days should there be no volunteers, the least senior employee in the said classification shall receive the transfer.

6.2.4 Any unit member recommended by District management for transfer may appeal the transfer to the Division Superintendent within 5 duty days. The appeal is to be in writing stipulating the reasons that the transfer should not be made. **The transfer shall be put on hold until the final decision is rendered.**

6.2.6 Any unit member affected by such transfer must receive written notice at least ten (10) duty days prior to effective date.

6.6 Summer School/Extended School Year (ESY)

6.6.1 Selection of unit members to fill Summer School/Extended School Year openings will be made from qualified applicants in the same job family as the opening. Job family means the major headings on the classified salary schedule. When, in the judgment and discretion of the district management, two or more applicants are equally qualified, the applicant with greater District seniority shall be selected.

6.6.2 Should the need arise to reduce the staffing for the Summer School/ ESY program at a specific site, the unit member with the most seniority in said classification shall remain at that site.

6.6.2.1 This shall not include Instructional Assistant-Severely Handicapped, Autism Paraprofessional, and other special circumstances (i.e. one on one, etc.) when deemed appropriate and necessary by the District.

IV. Article 7.0 Absences and Leaves

7.5 CATASTROPHIC LEAVE (Replaces 7.5 in its entirety)

7.5.1 Establishment of Catastrophic Leave Bank

- a. The Association and the District agree to establish a Catastrophic Leave Bank effective January 1, 2012, or upon ratification of this agreement. The Catastrophic Leave Bank shall be funded in accordance with the terms of Section 7.5.3 below.
- b. For the purpose of this section, a "day" shall be any day an employee is expected to be on duty. A "duty day" is defined as the specific hours of work of each employee. Time in the Catastrophic Leave Bank shall accumulate from year to year. During Catastrophic Leave, employees shall receive all the rights and privilege they would normally receive on regular status.
- c. Time shall be contributed to the Bank and withdrawn from the Bank without regard to the rate of pay of the Catastrophic Leave Bank participant.
- d. The Catastrophic Leave Bank shall be administered by a joint committee comprised of five (5) members appointed by the Association and two (2) District members from Human Resources.
- e. Approval of the request shall require a majority vote of the voting committee members. The decision of the Committee shall be final unless a request for appeal is submitted within ten (10) work days of written denial. Should the employee receive a denial at the appeal level, the decision of the Committee shall then be final and not subject to the grievance procedure.

7.5.2 Definition of Catastrophic Leave

- a. An illness or injury that incapacitates the employee in excess of fifteen (15) duty days, or that incapacitates a member of the employee's immediate family which requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her accrued sick leave, vacation leave, compensatory time.

- b. Not covered: Illnesses or accidents resulting from commission of a felony or elective cosmetic surgery. Also not included are illnesses or accidents, which may be covered under the Worker's Compensation Insurance Program.

7.5.3 Eligibility and Contributions

- a. All unit members who have permanency in the District are eligible to contribute to the Catastrophic Leave Bank.
- b. Participation is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.
- c. The employee shall authorize the contribution on the appropriate form, and once an employee has applied, an automatic annual contribution will be made. The employee shall remain eligible as long as the contribution has been made as needed by the provisions of this Article.
- d. An employee may end participation in the Catastrophic Leave Bank by sending a written request on the appropriate form to end participation to the joint committee during the open enrollment period July 1 through September 15 of each school year. Any sick days donated to the Catastrophic Leave Bank will be forfeited.
- e. Open enrollment shall occur annually between July 1 through September 15 of each school year. Failure to make an annual contribution (if needed) shall result in termination of membership in the Bank.
 - 1. New employees, upon receiving permanency, shall be eligible to contribute without waiting for the open enrollment period regardless of the total amount of hours in the bank.
- f. The rate of contribution by each participating unit member shall be one (1) day of sick leave per school year. Contributions shall be converted to hours based on the length of the donating employee's workday. By June 1 of each school year, if the balance of the Bank exceeds ten thousand (10,000) hours then no sick days shall be donated by employees in the bank for the following school year. By June 1 of each school year, if the balance of the Bank is under ten thousand (10,000) hours then one (1) day of sick leave will be contributed.
- g. Contributions to the Catastrophic Leave Bank shall not affect the earning of additional sick leave days as stated in Article 7, Section 7.3.2.
- h. Sick leave previously authorized for contribution to the Bank shall not be returned to the employees.

- i. Requests for catastrophic leave or granting of days from the Catastrophic Leave Bank do not absolve an employee from providing all necessary documents verifying illness and authorizing absence from the District due to illness.

7.5.4 Withdraw from the Bank

- a. Catastrophic Leave Bank participants whose sick leave and vacation leave has been exhausted may withdraw from the Bank for catastrophic illness or injury.
- b. Employees must use all sick leave and vacation leave available to them before being eligible to withdraw from the Bank.
- c. If the unit member is eligible for Catastrophic Leave, the Extended Sick Leave Benefit as defined in Article 7, Section 7.3.2.9 shall be used in conjunction with such leave in order to guarantee 100% of his/her regular pay.
- d. If an unit member is incapacitated, applications may be submitted to the Committee by the participant's agent or member of the employee's family.
- e. Withdrawals from the Catastrophic Leave Bank shall be granted in units of no more than forty (40) days. Employees may submit new written requests for extensions of withdrawals as their prior grants expire. Withdrawals from the Bank will be based on the conversion of the sick leave hours in the Bank to days based on the recipient's workday. The maximum amount of time for which donated leave hours may be used, shall not exceed a maximum period of 12 consecutive months.
- f. Employees applying to withdraw or extend their withdrawal from Catastrophic Leave shall be required to submit a doctor's statement to include an original signature indicating the nature of the illness or injury and the probable length of absence from work. Members of the Committee shall keep information regarding the nature of the illness confidential.
- g. Any approved unused catastrophic leave days shall be returned to the Bank.
- h. Any fraudulent or inappropriate use of donated days will result in the employee returning any resulting overpayment of wages. The overpayment of wages will be converted by the District to hours returned to the Catastrophic Leave Bank. The number of hours returned shall equal the number of hours fraudulently or inappropriately used by the employee.
- i. By June 1 of each school year if the Catastrophic Leave Bank falls below 10,000 hours, the Bank shall receive a contribution of one (1) sick day per employee who has elected to participate on the first pay warrant in October of the next school year. By June 1 of each school year if the Catastrophic Leave Bank exceeds ten thousand (10,000) hours no contribution shall be taken from any participating employee during the next school year.



- j. If the Catastrophic Leave Bank does not have sufficient hours to fund a withdraw request, the Committee is under no obligation to provide hours/days and the District is under no obligation to pay the participant any funds whatsoever. If the Committee denies a request for withdrawal, or an extension of withdrawals because of insufficient hours to fund the request, they shall notify the employee, in writing, of the reason for denial.
- k. Withdrawals shall become effective immediately.

7.5.5 Administration of the Bank

- a. The Catastrophic Leave Bank Committee shall have the responsibility of maintaining the records of the Catastrophic Leave Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying employee requests, receiving request by employees to end participation, and communicating its decisions, in writing, to the employee participants, to the Association, and to the District. The Catastrophic Leave Bank Committee will be responsible for creating the various required Catastrophic Leave Bank Forms.
- b. The Committee's authority shall be limited to the administration of the Bank.
- c. Applications shall be reviewed and decisions of the Committee reported to the applicant, in writing, within ten (10) duty days of receipt of the application.
- d. The Committee shall keep all records and decisions confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal. All committee members shall be required to sign a confidentiality statement due to the HIPPA privacy act. The District and the Association will not use any information gathered for purposes other than to maintain the Catastrophic Leave Bank.
- e. Each month, the District shall provide the Committee with:
 - 1. The amount of time contributed by employees for the current year
 - 2. The names of participating employees
 - 3. The total amount of time available in the Bank
 - 4. The names of the employees and number of hours withdrawn during the previous month.
- f. The unit member must waive any and all claims against the Committee, the Association, the SAUSD Board of Education, the District and its officers and employees arising from the administration of the Catastrophic Leave Bank program.
- g. If the Catastrophic Leave Bank is dissolved for any reason, the days remaining in the Catastrophic Leave Bank shall be returned to the then current members of the Bank proportionately.



- h. In the event the District fails to provide information requested, the committee and/or unit members may exercise their Grievance rights provided in Article 10.
- i. The Catastrophic Leave section of this Article shall be reopened at the request of either party.

V. Article 8.0 Vacation and Holidays

8.1 VACATION

8.2.5.2 By June 1 of the preceding school year, the parties shall negotiate the annual classified work calendar to establish the starting and ending dates for each classification and the recess periods, if any.

VI. Article 9.0 Evaluation Procedures

9.3.1 The appraisal form (See Appendix 4) represents the supervisor's current evaluation of the unit member's performance. No attempt is to be made to average out past and present performance.

9.3.1.2 Any ratings of "Exceeds Expectations" shall include in the comments area of the Performance Appraisal (or an attachment) examples that the unit member exceeds performance expectation(s).

9.3.1.3 Was 9.3.1.2

9.3.1.4 Was 9.3.1.3

9.3.9 Added to Appraisal Form

VII. Article 14.0 Term of Agreement and Re-Opener

14.2 Except as otherwise specifically provided herein, the effective date of this Agreement shall be from July 1, 2010 through June 30, 2013, and shall continue in effect from year to year thereafter unless amended, modified, or terminated as provided below; any party wishing to amend, modify, or terminate this Agreement shall send written notice to the other party of its intentions to do so no sooner than February 1, 2013 and no later than March 31, 2013. Thereafter, the parties shall meet and negotiate in a good faith attempt to reach agreement for a successor collective bargaining agreement.

For 2012-2013 Negotiations, the District and the Association may propose contractual changes limited to salaries, fringe benefits, and any three additional articles for the 2012-2013 school year, by March 1, 2012.

VIII. Article 17 Association Rights

17.3.4.1 Up to four (4) Custodians, 2 for each division (i.e. Elementary, Intermediate/High School) who are working the swing shifts shall be appointed by the CSEA Chapter President to attend CSEA Chapter meetings. Their release time is limited to once a month for up to two (2) hours of paid release time per month.

17.5.1 The CSEA membership application shall be included as part of the information packet provided to new employees.

~~The District will distribute to new employees at the time of appointment, or allow CSEA to distribute during the New Hire Orientation, information regarding membership in the California School Employees Association. This information will be provided by the CSEA at no expense to the District. The envelope of information shall bear a stamp saying "membership voluntary."~~

IX. Article 20.0 Activity Supervisors

20.1 Recognition

20.1.1 Activity Supervisors are unit members who are not entitled to the rights, benefits, or burdens of a probationary or permanent classified employee or substitute and shall be limited to the rights provided to them under this Article, California Education Code, and applicable labor laws.

20.2 Hours of Work

20.2.1 Activity Supervisors shall work no more the 3.75 hours per day for a total of no more than 19.5 hours per week.

20.2.2 Daily and weekly schedules and length and frequency of shifts shall be determined at the discretion of the site administrator.

20.2.3 Activity Supervisors shall sign themselves in at the start, and out at the end for their shift.

20.2.4 Activity Supervisors shall be responsible for daily logging-in their in and out time for payroll purposes.

20.2.5 Activity Supervisors shall receive written notice of changes to their work schedule the Friday before the coming.

20.3 Wages and Wage Provisions

20.3.1 Activity Supervisors shall be paid at their hourly rate on the negotiated salary schedule.

20.3.2 Refer to Appendix 3 for the current negotiated salary schedule.

20.4 Transfer Procedures

20.4.1 Transfer, a change in work location, shall only occur when Activity Supervisors apply and are hired by site administrators at each school site with the final approval of the Human Resource Department. The District shall not transfer Activity Supervisors from one work location to another.

20.4.2 Vacancies for Activity Supervisors shall be filled at each work location according to the work location's needs and at the discretion of the site administrator with the final approval of the Human Resource Department.

20.5 Absences/Leaves

20.5.1 Activity Supervisors are not entitled to absences or leaves except those that are required by State and Federal mandate.

20.5.2 If an Activity Supervisor is going to be absent, the Activity Supervisor is to notify their supervisor immediately so that plans for an unpaid absence may be made with as little disruption to work as possible.

20.5.3 Family Medical Leave Act (FMLA)

20.5.4.1 Activity Supervisors who meet the eligibility requirements for FMLA shall be entitled to all legally required FMLA rights and benefits

20.5.6 Pregnancy Disability Leave (PDL)

20.5.6.1 PDL is unpaid leave available to female Activity Supervisors who are disabled by pregnancy or a condition related to pregnancy as certified by a healthcare provider.

20.5.7 Family-School Partnership Act

20.5.7.1 Under the Family-School Partnership Act Activity Supervisor's are entitled to take unpaid time off from work to participate in their children's and grandchildren's school or child care activities.

20.5.7.2 Activity Supervisor's are entitled to take off up to 40 hours each year unpaid (up to eight hours in any calendar month) to participate in activities at their child's and/or grandchild's school or day care facility.

20.6 Grievance Procedures

20.6.1 A grievance related to an Activity Supervisor is defined as a statement by an Activity Supervisor that the District has violated an express term of Article 20 of this agreement and that by reason of such violation; the Activity Supervisor's rights have been adversely affected. All other matters and disputes of any nature are beyond the scope of these procedures but may be subject to the Recommendation/Concern procedure of the District. Discipline and discharge of Activity Supervisors is specifically excluded from the operation of this grievance procedure.

20.6.2 If a grievance involves more than one Activity Supervisor, then all must sign and the Association may pursue the grievance. At least one of the grievants involved shall be present at all conference held.

20.6.2.1 The grievant may request Association representation, but the Activity Supervisor must be present. If the Activity Supervisor is represented, the representative must be identified prior to the conference.

20.6.3 The term "days" when used in the Article shall, except where otherwise indicated, mean duty days of the Activity Supervisor. The day of receipt is not considered one of the days when "days" is used. During the summer, "days" means those days when the District Office is open.

20.6.4 The number of days as stated at each level should be considered as maximum, and every effort should be made to expedite the process.

20.6.4.1 A supervisor or an Activity Supervisor may for good cause request an extension of time for a conference, response or an appeal. Such request shall be in writing to the Associate Superintendent, Human Resources, who shall grant or deny the request, determine the extension time, and notify all parties of the decision rendered.

20.6.4.2 A joint committee comprised of 2 CSEA members appointed by the CSEA President and 2 District administrators appointed by the Associate Superintendent of Human Resources shall meet and create an Activity Supervisor Grievance Form to be completed no later than June 30, 2012.

20.6.5 Level One

20.6.5.1 The Activity Supervisor shall submit the grievance in writing and present the matter to Director of Human Resources or designee within ten (10) duty days following the occurrence which prompted the grievance, or within ten (10) duty days of the time when the Activity Supervisor would reasonably be expected to be knowledgeable of being adversely affected.

- 20.6.5.2** Within ten (10) duty days of receipt of the written grievance, the Director of Human Resources or designee shall confer in a meeting called by the Director of Human Resources or designee, with the intent of a mutually satisfactory solution to the problem.
- 20.6.5.3** At the conference, the grievant may appear alone, or be represented. The representative must be identified on the grievance form and the Activity Supervisor must be present. Likewise, the direct supervisor must also be present.
- 20.6.5.4** Following the conference, the supervisor shall communicate, in writing, the decision to the aggrieved Activity Supervisor, the Association via US mail or electronically, and the Associate Superintendent Human Resources. A copy of the grievance form shall also be provided to the Activity Supervisor along with the response form, and any accompanying documents.
- 20.6.5.5** If the Activity Supervisor is not satisfied with the disposition of the grievance at the Level 1, the grievant may, within five (5) duty days after the decision of the Director of Human Resources or designee has been rendered and received, request in writing that the Association submit the grievance to a binding decision by the Association Superintendent of Human Resources or designee. A copy of such request shall be simultaneously be served upon the Associate Superintendent of Human Resources.
- 20.6.5.5.1** Within ten (10) duty days of receipt of the request, the Associate Superintendent or designee shall hold a conference with the Activity Supervisor, grievant's representative, the Director of Human Resources, and the supervisor.
- 20.6.5.5.2** Within ten (10) duty days after the conference, the Associate Superintendent shall communicate a binding decision in writing that shall set forth his/her findings, reasoning, conclusions, and remedy.
- 20.6.5.5.3** The processing of the grievance beyond level 1 shall constitute a clear and express waiver of right to utilize any other legal or administrative forum to the extent permitted by law.

20.7 Evaluation Procedures

20.7.1 Newly hired unit members shall receive a formal written appraisal of their performance after the unit member has worked three months.

20.7.1.1 After the end of the third month, the supervisor shall evaluate and recommend "on-going" employment or "termination."

20.7.1.2 The date of employment shall be considered the first day the employee was hired.

20.7.1.34 Newly hired unit members not recommended for on-going employment will have one or more checks in the unsatisfactory column and specific comments giving reasons for the unsatisfactory rating will be provided.

20.7.2 Activity Supervisors shall receive a formal written appraisal of their performance annually or at any time the supervisor of the District will benefit from a performance appraisal.

20.7.2.1 The appraisal shall be completed between February 1 and May 30.

20.7.2.2 Any ratings of "Needs Improvement" or "Unsatisfactory" shall include a improvement plan explaining the area of "Needs Improvement" or "Unsatisfactory" and providing strategies for how to improve performance.

20.8 Employee Benefits

20.8.1 Activity Supervisors are not eligible for District provided benefits.

20.9 Disciplinary Procedures

20.9.1 Activity Supervisors' incidents of improper performance of assigned duties, immoral conduct, and/or personal unfitness shall result in disciplinary action and or termination from employment with the District based upon the recommendation of the site administrator and approval of Human Resources.

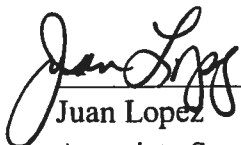
20.9.2 The following progressive discipline procedures shall be followed:

20.9.2.1 Counsel and orally warn the unit member

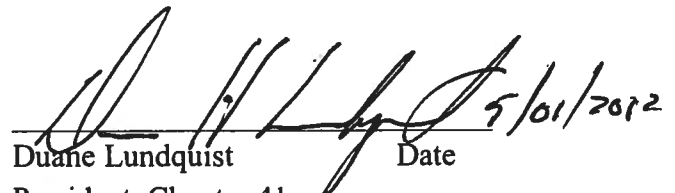
- 20.9.2.2 Conference summary memo
- 20.9.2.3 Written letter(s) of reprimand (placed in personnel file after ten (10) working days)
 - 20.9.2.3.1 The letter of reprimand shall specify the cause, the time limit for improvement and possible further disciplinary action including, but not limited to, suspension, with or without pay, and/or termination.
- 20.9.2.4 Strict adherence to the above steps shall not be required under circumstances that are more serious in nature such as actions that result in significant damage to public property, injury or threat of injury to others, and theft.
- 20.9.2.5 During the stages of progressive discipline, the unit member shall have an association representative present at all stages of the process when requested by the unit member.
- 20.9.2.6 All conference summaries and letters of reprimand shall have the signatures of receipt of all in attendance. At the completion of the meeting(s), copies shall be provided to all in attendance.
- 20.9.2.7 The unit member shall have the right to submit a written rebuttal to all conference summaries and all letters of reprimand within ten (10) duty days from the date of issuance.
- 20.9.3.7 All rebuttals submitted by the employee shall be attached to the conference summary and/or letter of reprimand.

20.10 Layoff

- 20.10.1 The District and the Association shall meet and negotiate the effects of layoffs of Activity Supervisors for lack of funds and/or lack of work.



 Juan Lopez 5/1/2012
 Associate Superintendent Date
 Santa Ana Unified School District



 Duane Lundquist 5/01/2012
 President, Chapter 41 Date
 California School Employees Association

 Michael J. Leon Date
 Labor Relations Representative
 California School Employees Association

**Memorandum of Understanding
between
Santa Ana Unified School District (SAUSD)
and the
Classified School Employees' Association (CSEA)**


May 1, 2012

The following constitutes the agreement between the Santa Ana Unified School District (SAUSD) and the Classified School Employees' Association (CSEA) regarding the (PILOT) 4/40 Work Week.

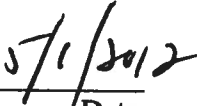
1. During the period of June 25, 2012 through July 27, 2012 (5 weeks), schools/offices will be closed on Fridays. The five-day work week will be consolidated into four days.
2. All full-time employees scheduled to work during this period will work 10-hour days, four days a week, from Monday through Thursday.
3. All part-time employees scheduled to work during this period will work their regular five-day work week hours divided into four days a week, from Monday through Thursday.
4. Sick leave, vacation, and other leaves taken while on a 4-day workweek shall be charged and paid on an hour-for-hour basis.
5. Employees on the 4/40 work schedule will receive their appropriate compensation for the July 4th holiday, if eligible.
6. The 4-day workweek daily hours shall be flexible to allow different start, lunch and end times as may be needed by the employee and/or the department as determined by the supervisor to meet the operational needs of the work site. Any unresolved conflicts shall be referred to Article 3.1.2 of the CBA.
7. Unit members who are unable to work more than their normal daily hours and/or shift may continue to work those same hours and/or shift on the 4-day workweek utilizing any combination of vacation days, personal necessity absence and available current and accumulated sick leave for the remaining hours. Upon the exhaustion of these paid leave days, the employee shall be entitled to personal no-pay leave.
8. Unit members shall receive the Pilot 4/40 Summer Work Week schedule notification by May 30th.
9. Unit members who work for Food 4 Thought and Grounds shall remain on their regular schedule.
10. Timekeepers shall receive training on the time keeping procedures related to this Pilot prior to June 25, 2012.

This MOU is non-precedent setting.

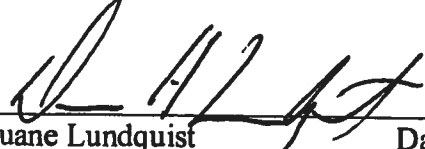
The final approval of this Tentative Agreement or MOU is subject to the approval of the SAUSD Board of Education and the CSEA Chapter 41 membership.




Juan Lopez
Associate Superintendent
Santa Ana Unified School District



Date



Duane Lundquist
President, Chapter 41
California School Employees Association



Date

Michael J. Leon **Date**
Labor Relations Representative
California School Employees Association



SANTA ANA UNIFIED SCHOOL DISTRICT

CLASSIFIED PERFORMANCE APPRAISAL

Name of Employee:	Probationary Period: <input type="checkbox"/> 3rd <input type="checkbox"/> 5th <input type="checkbox"/> 9th Month
District ID #:	Promotional Trial Period: <input type="checkbox"/> 3rd <input type="checkbox"/> 5th Month
Job Title:	Permanent Status Recommended: <input type="checkbox"/> Yes <input type="checkbox"/> No
School or Department:	<input type="checkbox"/> Permanent Appraisal
Period Covered by Appraisal: _____ to _____	

Appraisal Code: 1 = Exceeds Expectations 2 = Meets Expectations 3 = Needs Improvement 4 = Unsatisfactory 5 = Not Applicable	Note: 1. Supporting Statements Form is required for a rating of "1". 2. Ratings of "3" or "4" for permanent unit members must be supported by a "Strategy for Assistance" form, unless termination is recommended. 3. Appraisal documents are to be typed.
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1	2	3	4	5	A. PERSONAL QUALIFICATIONS 1. Attends regularly 2. Notifies school/department in a timely manner when absent 3. Adheres to arrival, lunch, rest-period, and departure times 4. Displays tact, courtesy, and positive attitude 5. Learns and complies with procedures, policies, rules, and regulations 6. Is appropriately dressed and groomed
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Personal Qualification Comments:

1	2	3	4	5	B. EFFECTIVENESS 1. Uses good judgment in performance of work 2. Performs work in reasonable amount of time 3. Responds professionally to supervision 4. Works well with or without direct supervision 5. Interprets situations and responds to problems appropriately 6. Performs assigned job responsibilities 7. Organizes work efficiently 8. Adheres to safety practices and proper use of job-related equipment 9. Communicates and works effectively and cooperatively with students 10. Communicates and works effectively and cooperatively with staff 11. Communicates and works effectively and cooperatively with the community/public 12. Accepts suggestions, new ideas, and change 13. Continues to acquire skill mastery and maintenance levels appropriate to experience on the job 14. Demonstrates initiative, versatility, and adaptability
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Effectiveness Comments:

WVJ [Signature]
5/01/2012



SANTA ANA UNIFIED SCHOOL DISTRICT

CLASSIFIED PERFORMANCE APPRAISAL

Signature of Administrator/Supervisor: _____ Date: _____

Name of Administrator/ Supervisor (Please Print): _____

As provided for in the CSEA/SAUSD CBA Article 9.3.4, you may respond to this evaluation and all supporting attachments within fifteen (15) days. This performance report and all attachments will be placed in your personnel file **with** or **without** your signature at the end of the fifteen (15) day period.

Attachment: Yes No

Signature of Employee: _____ Date: _____

The unit member shall sign the appraisal with the understanding that the unit member's signature does not mean the unit member is in agreement with the evaluation, only that the evaluation has been discussed with the unit member.

9.3.9 If any information/material is to be used on an evaluation from a source other than the immediate supervisor, a copy of the information/material must be given to the unit member ten (10) duty days before it is used in the evaluation process so the unit member has an opportunity to attach a written response.

Handwritten signature and date:
5/01/2012



SANTA ANA UNIFIED SCHOOL DISTRICT
CLASSIFIED PERFORMANCE APPRAISAL
STRATEGY FOR ASSISTANCE

This form is to be completed when the Classified Performance Appraisal is marked "Needs Improvement" or "Unsatisfactory"

Employee Name _____ Job Title _____ School or Department _____

From: _____ To: _____ Page _____ of _____ pages
 Length of Plan (specify dates) _____ Date of Evaluation _____

Requires improvement – Describe area of concern (List items letter/number):

Improvement plan to include recommendations and timeline (List item letter/number):

Signature of Employee _____ Signature of Administrator/Supervisor _____

Results of improvement plan (List item letter/number):

Date Reevaluation Completed _____ Signature of Employee _____ Signature of Administrator/Supervisor _____

Reviewed by: _____ Date _____
 Personnel Director

WJZ
5/01/2012

AGENDA ITEM BACKUP SHEET
June 12, 2012

Board Meeting

TITLE: **Approval of California School Employees Association, Chapter 41, Initial Bargaining Proposal to Re-open Collective Bargaining Agreement with Santa Ana Unified School District for 2012-13 School Year**

ITEM: **Action**

SUBMITTED BY: **Juan M. López, Associate Superintendent, Human Resources**

PREPARED BY: **Juan M. López, Associate Superintendent, Human Resources**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the California School Employees Association, Chapter 41, Initial Bargaining Proposal to re-open the Collective Bargaining Agreement with the Santa Ana Unified School District for the 2012-13 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 to re-open the bargaining proposal.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the California School Employees Association, Chapter 41, Initial Bargaining Proposal to re-open the Collective Bargaining Agreement with the Santa Ana Unified School District for the 2012-13 school year.


JML:nr

Initial Reopeners Proposal of
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
Santa Ana Chapter 41
April 18, 2012

Article 4 WAGES AND WAGE PROVISIONS

4.1.6 For 2012/2103 the parties agree to maintain the existing 2011/2012 classified bargaining unit salary schedule. [Maintain status quo]

4.1.6.1 In the event the Base-Revenue-Limit [BRL] for fiscal 2012/13 is higher than the BRL for fiscal 2011/2012, the parties shall reopen negotiations for the purposes of negotiating increases to the classified salary schedule.

Article 11 EMPLOYEE BENEFITS

11.1.1 Effective July 1, 2012, the District will pay all premium increases and maintain all existing plan designs.

Article 5 SAFETY CONDITIONS

5.1.2.1 Emergency Procedures shall be established to address unforeseen incidents that impact the work day and/or safety of unit members (i.e. Earthquake preparedness, bomb threats, fires, flooding, no electrical power, no A/C).

Article 7 ABSENCES/LEAVES

7.1.2 Include additional people to the "Member(s) of the immediate family" – father and mother-in-law, brothers and sisters-in-law, nephews and nieces.

Article 18 MANAGEMENT RIGHTS

18.3.2 To restore CSEA's statutory right to negotiate the choice and administration of all employee health and benefit plans.

AGENDA ITEM BACKUP SHEET
June 12, 2012

Board Meeting

TITLE: Approval of New Job Description, Coordinator - Special Projects

ITEM: Action

SUBMITTED BY: Chad Hammitt, Assistant Superintendent, Personnel Services

PREPARED BY: Chad Hammitt, Assistant Superintendent, Personnel Services

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the new job description of Coordinator - Special Projects. This position will report to the Deputy Superintendent, Chief Academic Officer and/or designee. This position will provide overall leadership in the planning, development, implementation, coordination, facilitation, and direction for assigned projects, programs, and services designed to promote success for all students that are provided at multiple schools in the District. The Coordinator - Special Projects will be responsible for data collection, analysis, report creation, and presentations in a variety of settings regarding the assigned projects and programs; and for ensuring that all assigned projects and programs meet federal, State, and local required components.

This position will be funded by unrestricted general and categorical funds.

RATIONALE:

The Coordinator - Special Projects will be responsible for the daily oversight of project activities including close monitoring and coordination with assigned staff, community agencies, business partners, and other parties involved with the projects and programs. This position will collaborate with other district divisions, school sites, community agencies, business partners, parents, and other stakeholders to plan, develop, and design short-term and long-range goals, objectives, and plans for the assigned projects and programs. This position will provide valuable administrative support.

The new job description is attached.

FUNDING:

Unrestricted General and Categorical Funds: Certificated Management Salary Schedule Grade 42
\$8,460 – \$9,602

RECOMMENDATION:

Approve the new job description of Coordinator - Special Projects.

CH:nr

A handwritten signature in black ink, appearing to be 'CH:nr' with a stylized flourish.



COORDINATOR – SPECIAL PROJECTS

JOB SUMMARY:

Under the direction of the Deputy Superintendent, Chief Academic Officer and/or designee, provide overall leadership in the planning, development, implementation, coordination, facilitation, and direction for assigned projects, programs, and services designed to promote success for all students that are provided at multiple schools in the District. This position is responsible for data collection, analysis, report creation, and presentations in a variety of settings regarding the assigned projects and programs; and for ensuring that all assigned projects and programs meet federal, State, and local required components. The Coordinator–Special Projects is responsible for the daily oversight of project activities including close monitoring and coordination with assigned staff, community agencies, business partners, and other parties involved with the projects and programs.

REPRESENTATIVE DUTIES:

- Collaborate with other district divisions, school sites, community agencies, business partners, parents, and other stakeholders to plan, develop, and design short-term and long-range goals, objectives, and plans for the assigned projects and programs. **E**
- Arrange for the planning, coordination, facilitation, and implementation of project activities in order to meet all requirements of the project and in alignment with the District’s mission, vision, and goals. **E**
- Provide leadership to assigned staff and organizational operations, including the supervision of assigned classified and certificated employees; appraise performance and provide required performance evaluations and conferences; provide for technical direction and guidance; and make employment-related recommendations. **E**
- Develop methods for assessing and evaluating organizational effectiveness of assigned projects and programs and initiate needed changes; develop board policies and administrative regulations as needed. **E**
- Implement and manage policies and procedures related to the projects and programs’ requirements. **E**
- Identify, plan, design, and provide appropriate staff training and development; coordinate staff training and development with other departments and schools for certificated and classified staff; support the involvement of parents, community, and other stakeholders with program and project components. **E**

COORDINATOR - SPECIAL PROJECTS (CONTINUED)

REPRESENTATIVE DUTIES: (Cont.)

- Prepare budgets for assigned projects and programs and present rationale for budgets quarterly; monitor budget and compare actual expenses with forecasts; coordinate program and project staff and programs; evaluate program and project outcomes; prepare program and project proposals, reports, and presentations in accordance with District standards. **E**
- Provide leadership to the development and implementation of interagency communication, coordination, and collaboration of services related to assigned projects and programs; and develop interagency agreements that facilitate more effective and efficient planning, coordination, facilitation, and implementation of project activities. **E**
- Serve on District-level leadership and curriculum committees and act as a liaison and consultant to schools sites and other departments regarding assigned programs and projects; represent the District by attending and participating in a variety of meetings, workshops, and conferences; plan, prepare, and present regarding assigned projects and programs. **E**
- Respond to questions and concerns regarding assigned projects and programs from administrators, staff, parents, community, and outside agencies. **E**
- Maintain a professional code of ethics and a collaborative work ethic; represent the District in a variety of settings and meetings in the community. **E**
- Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Effective human relations skills
- Best practices in multiethnic urban education
- Computerization and organizational applications
- School District organization, operations, and objectives
- Efficient organization
- Best practices in multiethnic/multilingual parent involvement
- Social, cultural, and familial influences on students
- Applicable federal, State, local laws and Education Code
- City and community cultures
- Student needs of differing socioeconomic and ethnic backgrounds
- Technology
- State standards and assessments

COORDINATOR - SPECIAL PROJECTS (CONTINUED)

KNOWLEDGE AND ABILITIES: (Cont.)

Ability to:

- Think creatively to maximize the use of available resources
- Motivate others and work collaboratively with staff and parents
- Anticipate organizational needs and cooperatively plan and implement courses of action
- Transform ideas into action while managing multiple projects
- Build consensus under adversarial conditions
- Develop meaningful relationships with institutions of higher learning, community agencies, and the business community
- Deal effectively with parents and students
- Meet deadlines
- Plan and supervise work
- Coach and supervise personnel
- Prepare data based reports
- Work confidentially and with discretion
- Function within appropriate line-staff relationships
- Communicate effectively both orally and in writing
- Work effectively with administrators, staff, parents and community and in multicultural and bilingual environments
- Effectively interpret and analyze data and/or assessments
- Perform the essential functions of the job

EDUCATION AND EXPERIENCE:

Master's degree and five years of teaching, school counseling, and/or school psychologist experience and at least three years as a district and/or site-level administrator.

LICENSES AND OTHER REQUIREMENTS:

- Administrative Credential
- Valid California Credential enabling holder to serve in a certificated position
- Valid California driver's license
- Biliterate (English/Spanish) preferred

WORKING CONDITIONS:

Environment:

- School sites
- Office setting
- Constant interruptions
- Driving a vehicle to conduct work

COORDINATOR - SPECIAL PROJECTS (CONTINUED)

WORKING CONDITIONS: (Cont.)

Physical Abilities:

- Hearing and speaking accurately to exchange information and make presentations
- Seeing to view student activities, read a variety of materials and drive a vehicle
- Sitting or standing for extended periods of time
- Lifting or moving objects, normally not exceeding forty (40) pounds

Reasonable accommodation may be made to enable a person with a disability to perform the essential functions of the job.

Board Approved:

AGENDA ITEM BACKUP SHEET
June 12, 2012

Board Meeting

TITLE: Approval of Personnel Calendar

ITEM: Action

SUBMITTED BY: Chad Hammitt, Assistant Superintendent, Personnel Services

PREPARED BY: Chad Hammitt, Assistant Superintendent, Personnel Services

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the Personnel Calendar.

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.

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - June 12, 2012

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
RETIREMENTS					
Hernandez, Ann C.	Teacher	Carver	June 15, 2012		Retirement - 20 years
Rankin, Gregory	Principal	Godinez	June 29, 2012		Retirement - 39 years
NEW HIRES/RE-HIRES					
Kim, Mindy	Preschool Teacher	Child Development	May 21, 2012		New Hire - Probationary I
Latta, Erica	Teacher	Villa	April 9, 2012		New Hire - 44920
EXTENDED WORK YEAR 2011-12					
Mitchell-Berger, Katherine	Curriculum Specialist	English Learner Programs and Student Achievement	June 1, 2012	June 29, 2012	9 Additional Days
ABSENCE (3 to 20 duty days) - Without Pay					
Pilla, Julia	Teacher	Esqueda	May 16, 2012	June 13, 2012	Child Care
FAMILY CARE AND MEDICAL LEAVE ABSENCE (3 to 20 duty days) - Paid					
Thompson, Taryn	Teacher	Segerstrom	May 8, 2012	May 23, 2012	Statutory Leave

Chad Hammitt, Assistant Superintendent, Personnel Services

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - June 12, 2012

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Paid					
Davis, Nancy	Teacher	Taft	January 10, 2012	May 9, 2012	Statutory Leave
Holte, Amy	Teacher	Mendez	April 9, 2012	June 13, 2012	Statutory Leave
Osorio, Patricia	Teacher	Pio Pico	May 4, 2012	June 15, 2012	Statutory Leave
Stankey, David	Teacher	Segerstrom	April 9, 2012	June 15, 2012	Statutory Leave (Intermittent basis)
FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Without Pay					
Pilla, Julia	Teacher	Esqueda	April 28, 2012	May 15, 2012	Child Care
EXTENSION OF FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Paid					
Kotler, Holly	Teacher	MacArthur	May 8, 2012	May 22, 2012	Statutory Leave
Leyva, Jeffery	Teacher	Valley	May 20, 2012	June 1, 2012	Statutory Leave
Nguyen, Kim T.	Teacher	Spurgeon	May 12, 2012	May 28, 2012	Statutory Leave
Pilla, Julia	Teacher	Esqueda	April 21, 2012	April 27, 2012	Child Care
EXTENSION OF LEAVE 2012-13 (21 duty days or more) - Without Pay					
Brooks, Beverly	Teacher	Thorpe	August 16, 2012	June 14, 2013	Personal
Cohn, Jacqueline	Teacher	Century	July 2, 2012	June 28, 2013	Family Responsibilities
Cook, Sarah	Teacher	Segerstrom	August 16, 2012	June 14, 2013	Personal
Luh, Jane	Librarian	Godinez	August 1, 2012	June 28, 2013	Personal
Mc Creadie, Jennifer	Teacher	Fremont	August 16, 2012	June 14, 2013	Child Care
Medina, Howard	Teacher	Saddleback	August 16, 2012	June 14, 2013	Military

Chad Hammitt, Assistant Superintendent, Personnel Services

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - June 12, 2012

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
EXTENSION OF LEAVE 2012-13 (21 duty days or more) - Without Pay (Continued)					
Naifu, Jila	Teacher	Greenville	August 16, 2012	June 14, 2013	Child Care
Prado, Nereida	Teacher	King	August 16, 2012	June 14, 2013	Personal
Stoldt, Melissa	Teacher	Valley	August 16, 2012	June 14, 2013	Child Care
Torres, Tami	Counselor	Mendez	August 1, 2012	June 28, 2013	Child Care
York, Jennifer	Teacher	Godinez	August 16, 2012	June 14, 2013	Personal
LEAVE 2012-13 (21 duty days or more) - Without Pay					
Churnside, Mary	Teacher	Santiago	August 16, 2012	June 14, 2013	Personal
Greenwood, Eulene	Teacher	Santa Ana	August 16, 2012	June 14, 2013	Family
Kimbell, Jennifer	Teacher	Thorpe	August 16, 2012	June 14, 2013	Responsibilities
Presby, Monica	Teacher	Lincoln	August 16, 2012	June 14, 2013	Statutory Leave
Rubio, Anita	Teacher	Saddleback	August 16, 2012	June 14, 2013	Family
CORRECTION IN DATE AND EXTENSION OF LEAVE 2012-13 (21 duty days or more) - Without Pay					
Chiou, Hsiao-Ting	Teacher	Spurgeon	August 16, 2012	From June 30, 2013 to June 14, 2013	Personal
CHANGE IN CONTRACT LENGTH 2012-13					
Barnes, Elizabeth	Teacher	Thorpe	August 16, 2012		From 60% to 100% Contract

Chad Hammitt, Assistant Superintendent, Personnel Services

CERTIFICATED PERSONNEL CALENDAR

**Personnel Calendar
Board Meeting - June 12, 2012**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
CHANGE IN CONTRACT LENGTH 2012-13 (Continued)					
Washburn, Melinda	Teacher	Wilson	August 16, 2012		From 50% to 100% Contract
Wright, Jennifer A.	Teacher	Adams	August 16, 2012		From 50% to 100% Contract
PARTIAL CONTRACTS 2012-13					
Corell, Julie	Speech and Language Pathologist	Speech Department	August 16, 2012		80% Continuing Contract
Garcia-Ortiz, Gloria	Teacher	Valley	August 16, 2012		80% Continuing Contract of Everyday
Hefner, Anne	Speech and Language Pathologist	Speech Department	August 16, 2012		50% Continuing Contract
Hishiki, Ella	Speech and Language Pathologist	Speech Department	August 16, 2012		90% Continuing Contract
Hollenbeck, Robin	Teacher	Valley	August 16, 2012		80% Continuing Contract of Everyday
Landrian, Olga	Teacher	Valley	August 16, 2012		80% Continuing Contract of Everyday

Chad Hammitt, Assistant Superintendent, Personnel Services

CERTIFICATED PERSONNEL CALENDAR

**Personnel Calendar
Board Meeting - June 12, 2012**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
PARTIAL CONTRACTS 2012-13 (Continued)					
Larsh, Nadine	Teacher	Century	August 16, 2012		80% Continuing Contract of Everyday
Lopez, Pamela	Speech and Language Pathologist	Speech Department	August 16, 2012		60% Continuing Contract
Maeda, Eileen	Teacher	Visual and Performing Arts	August 16, 2012		80% Continuing Contract
Mauga, Nicholl	Curriculum Specialist	Special Project/Wellness	July 2, 2012		50% Continuing Contract
Moorlach, Stephanie	Teacher	Godinez	August 16, 2012		60% Continuing Contract of Everyday
Norton, Julie	Speech and Language Pathologist	Speech Department	August 16, 2012		80% Continuing Contract
Ochoa, Jackie	TOSA	Monroe	July 2, 2012		80% Continuing Contract
Orrante, Rebecca	Speech and Language Pathologist	Speech Department	August 16, 2012		80% Continuing Contract
Ryan, Brittney	Speech and Language Pathologist	Speech Department	August 16, 2012		20% Continuing Contract

Chad Hammitt, Assistant Superintendent, Personnel Services

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - June 12, 2012

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
PARTIAL CONTRACTS 2012-13 (Continued)					
Santoyo, Christina	Speech and Language Pathologist	Speech Department	August 16, 2012		80% Continuing Contract
Setlich, Laurette	Teacher	Century	August 16, 2012		80% Continuing Contract of Everyday
Shah, Sonali	Speech and Language Pathologist	Speech Department	August 16, 2012		80% Continuing Contract
Skelton, Susan	Psychologist	Psychological Services	August 14, 2012		80% Continuing Contract
Steele-Hasen, Lisa	Teacher	Chavez	August 16, 2012		50% Continuing Contract
Tucker, Adriana	Teacher	Lorin Griset	August 16, 2012		50% Continuing Contract of Everyday
SHARED CONTRACTS 2012-13					
Loo, Erin	Teacher	Fremont	August 16, 2012		60% Contract
Mouat, Amy	Teacher	Fremont	August 16, 2012		40% Contract
Motta, Joann	Teacher	Fremont	August 16, 2012		50% Contract
Wellikson, Leah	Teacher	Fremont	August 16, 2012		50% Contract
Nehrbass, Kristina	Teacher	Fremont	August 16, 2012		50% Contract
Quan, Julie	Teacher	Fremont	August 16, 2012		50% Contract

Chad Hammitt, Assistant Superintendent, Personnel Services

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - June 12, 2012

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
SHARED CONTRACTS 2012-13 (Continued)					
Chan, Jeannie	Teacher	Garfield	August 16, 2012		50% Contract
Sauer, Jennifer	Teacher	Garfield	August 16, 2012		50% Contract
Dickey, Melissa	Teacher	Garfield	August 16, 2012		50% Contract
Mc Lellan, Shellye	Teacher	Garfield	August 16, 2012		50% Contract
Holder, Estelle	Teacher	Garfield	August 16, 2012		40% Contract
Shelton, Arlyn	Teacher	Garfield	August 16, 2012		60% Contract
Arvizu, Marisol	Teacher	Greenville	August 16, 2012		50% Contract
Simon, Tracy	Teacher	Greenville	August 16, 2012		50% Contract
Blauer, Kathleen	Teacher	Greenville	August 16, 2012		50% Contract
Nakamura, Elaine	Teacher	Greenville	August 16, 2012		50% Contract
Ixmay, Jana	Teacher	Heninger	August 16, 2012		50% Contract
Reyes, Margarita	Teacher	Heninger	August 16, 2012		50% Contract
Cerri, Amy	Teacher	Lincoln	August 16, 2012		50% Contract
Ledergerber, Amber	Teacher	Lincoln	August 16, 2012		50% Contract
Galindo-Werner, Lisa	Teacher	Mitchell	August 16, 2012		40% Contract
Geske, Megan	Teacher	Mitchell	August 16, 2012		60% Contract
Condon, Lisa	Teacher	Muir	August 16, 2012		50% Contract
Sebens, Amber	Teacher	Muir	August 16, 2012		50% Contract
Fuzzard, Amy	Teacher	Muir	August 16, 2012		60% Contract
Rowen, Stacey	Teacher	Muir	August 16, 2012		40% Contract

Chad Hammitt, Assistant Superintendent, Personnel Services

Personnel Calendar

Board Meeting - June 12, 2012

CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
SHARED CONTRACTS 2012-13 (Continued)					
Bornhop, Mary	Teacher	Roosevelt	August 16, 2012		60% Contract
Raya, Erin	Teacher	Roosevelt	August 16, 2012		40% Contract
Lemberger, Diane	Teacher	Roosevelt	August 16, 2012		40% Contract
Spencer, Meggen	Teacher	Roosevelt	August 16, 2012		60% Contract
Salcedo, Jessica	Teacher	Santa Ana	August 16, 2012		60% Contract
Stults, Nicole	Teacher	Santa Ana	August 16, 2012		40% Contract
Call, Brenda	Teacher	Walker	August 16, 2012		60% Contract
Kinan, Karen	Teacher	Walker	August 16, 2012		40% Contract
Deems, Lindsey	Teacher	Washington	August 16, 2012		60% Contract
Frederick, Carolyn	Teacher	Washington	August 16, 2012		40% Contract
Kazanij, Catherine	Teacher	Washington	August 16, 2012		40% Contract
Ozeran, Andrea	Teacher	Washington	August 16, 2012		60% Contract
APPROVAL TO REQUEST WAIVER FOR SPEECH LANGUAGE PATHOLOGY SERVICES FOR SPECIAL EDUCATION 2012-13					
Norton, Julie		Mendez/Willard			
Sanderson, Shawn		Taft			
SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS					
Adams, Jeffrey					
Agahi, Fariba					

Chad Hammitt, Assistant Superintendent, Personnel Services

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - June 12, 2012

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS (Continued)					
Aguila, Dawn					
Aldrich, Nichole					
Allen, Christine					
Almanzar, Pete					
Alvarez, Lorena					
Bailey, Kathleen					
Batchelor, Lorraine					
Batiste, Cheryl					
Bayley, Delia					
Becerra, Ana					
Berger, Jill					
Birnie, Spencer					
Blankenship, Linda					
Borgese, Joseph					
Brigman, Keith					
Brito, Lucio					
Brooks, Gary					
Caetta, James					
Calvet, Christopher					
Carleton, Cheri					
Carlson, Jonathan					
Carney, Jann					
Carroll, Amanda					
Cerne, Elisabeth					
Cervantes, Julissa					
Charlety, Lisa					

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - June 12, 2012

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS (Continued)					
Childress, Allen					
Chino, Brenda					
Cifuentes, Adolfo					
Cobb, Jessica					
Cohick, Nancy					
Conard, Laurence					
Cortez, Francisco					
Cortez, Nasser					
Creaghe, Lorena					
Cuellar, Alice					
Dallazen, Marcia-Deloi					
Davis, Nancy					
Dawson, Nancy					
Delgado, Oscar					
Denney, Linda					
Detviler, Tammra					
Dodge, Michelle					
Dondalski, Christine					
Dvorkin, Alexis					
Ehlow, Lisa					
Eidenmuller, Gail					
Esquivel, Elizabeth					
Fedele, Stephen					
Fiege-Kollmann, Ylva					
Flores, Jennifer					
Fulford, Lori					

CERTIFICATED PERSONNEL CALENDAR

**Personnel Calendar
Board Meeting - June 12, 2012**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS (Continued)					
Gabaldon, Robert					
Galindo-Werner, Lisa					
Garcia, Eneida					
Garcia, Francisco					
Garcia, Kimberly A.					
Gonzales, Christopher					
Gonzalez, Lisa					
Graham, Natalie					
Guerra, Gustavo					
Guzman, Evelyn					
Hackett, Jeanne					
Hall, Brian					
Harrington, Judy					
Hernandez, Maricecy					
Hernandez, Robert					
Herrera, Edith					
Heusser, Brianne					
Hoolihan, Kathleen					
Howell, Andrea					
Hsu, Maylin					
Hughes, Shawna					
Hunter, Mark					
Ingebrigtsen, Kortni					
Jacquier, Cynthia					
Jamison, Shawn					
Jarchow, Jennifer					

Chad Hammitt, Assistant Superintendent, Personnel Services

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - June 12, 2012

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS (Continued)					
Katz, Mark					
Keller, Ruth					
Kennedy, Cathleen					
Kim, Hana					
Kohut-Clements, Carrie					
Krylovetsky, Rosa					
Lane, Linda					
Lee, Darlyn					
Leenen, Rona					
Leingang, Caryn					
Leonard, Sean					
Levitin, Ganna					
MacDonald, Michelle					
Maldonado, Angela					
Mata-Azvedo, Theresa					
McMahon, Patrick					
Meade, Donna					
Michelson, Rose					
Mohr, Lawrence					
Momberg, Julie					
Montgomery, Guy					
Morales, Charleen					
Morris, Elisa					
Nelson, Kurt					
Newman, Heather					
Nguyen-Lee, Cyndy					

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - June 12, 2012

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS (Continued)					
Nihiser, Chrystina					
Nolan, Mackenzie					
Olsen, Shane					
Olsen, Terri					
Palacios, Rosa					
Parra, Silvia					
Paulsen, Julia					
Peat, Barbara					
Pelosi, Carol					
Perez, Rossana					
Perla, Samuel					
Pionessa, Carolyn					
Ponce, Magaly					
Pondell, Katrina					
Quintero, Eliseo					
Reed, Carah					
Reh, Myava					
Reyes, Jessica					
Reyes, Robert					
Rosenberg, Joel					
Rubio, Paul					
Salazar, Nicole					
Sanchez, Aurora					
Sanchez, Caren					
Sandoval, Paula					
Schellinger, Maurya					

Chad Hammitt, Assistant Superintendent, Personnel Services

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - June 12, 2012

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS (Continued)					
Schlensker, Nicholas					
Shanks, Saldetor					
Shimasaki, Darren					
Siegel, Gina					
Skelton, Jennifer					
Sleiman, Angela					
Smith, Blake					
Smith, Andrew					
Smith, Jo Ann					
Stadler, Carolyn					
Stout, John					
Strauss, Stephanie					
Taylor, Jennifer					
Taylor, Marie					
Tellez, Stephanie					
Torres, Armando					
Torres, Josue J.					
Turner, Scott J.					
Uribe, Esther					
Vance, David					
Vazquez, Hugo					
Vijayvargiya, Shalini					
Warner, Denise					
Wedekind, Patricia					
Wenglein, Patricia					
Wiebe, Christine					

Chad Hammitt, Assistant Superintendent, Personnel Services

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - June 12, 2012

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
SUBSTITUTES (Continued)					
Cavazos, Gina					
Detterich, Dana					
Diulio, Christiana					
Hassen, Amal					
Hayes, Magaly					
Huynh, Jimmy					
Johnston, Norma					
Juenger, Renee					
Lee, Kathryn					
McKeeman, Kelly					
Mock, Ryan					
Olivier, Lisa					
Perezllerena, W.					
Ramirez, Raul					
Ross, Rachel					
Sharma, Priyanka					
Smihula, Mary					
Vasquez, Ernesto Jr.					
Vidal, Edda					

**AGENDA ITEM REQUESTS
CERTIFICATED
2011-12**

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
2011-2012 After School Grades 6-8 Intramural Sports - Tournament Stipend For Track And Field (Certificated) (Ratification)	Office of the Deputy Superintendent	ASES - After School Program	\$3,000	June 2, 2012
2011-2012 After School Grades 6-8 Intramural Sports - Track And Field (Certificated) (Ratification)	Office of the Deputy Superintendent	ASES - After School Program	\$29,500	April 23, 2012
Chapman University: Supervisor Instructor For Speech Language Pathologists (SLP) (Ratification)	Special Education	Special Education	\$904	August 24, 2011
Education Technology Summer Training	Education Technology	Education Technology	\$28,560	June 18, 2012
Education Technology Training - Illuminate (Ratification)	Education Technology	Research & Evaluation	\$17,825	May 9, 2012
Elementary Mathematics Professional Development	Educational Services Elementary	Title II	\$2,000	June 18, 2012
Elementary Mathematics Professional Development	Educational Services Elementary	Title II	\$36,000	June 18, 2012
Elementary Mathematics Professional Development (Ratification)	Educational Services Elementary	Title II	\$1,000	June 1, 2012
Moving - Modernization (Ratification)	Saddleback	General Funds	\$2,000	March 1, 2012
Response To Intervention - Reading Strategies Targeting The Five Big Areas Safe & Civil Training	Special Education Educational Services Secondary	Special Education	\$15,000	June 26, 2012
SIG Extended Learning - Extended Day Certificated Staff - Summer	Santa Ana	Title II	\$17,000	June 25, 2012
SIG Summer Extended Learning	Sierra	SIG	\$5,400	June 14, 2012
		SIG	\$15,000	June 20, 2012

**Board Meeting
June 12, 2012**

CLASSIFIED PERSONNEL CALENDAR

**Personnel Calendar
Board Meeting - June 12, 2012**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
RETIREMENTS						
Galicia, Eleanor	Instr. Asst. Sev. Dis.	Transition Program	May 18, 2012			10 years, 4 months
Nguyen, Nguyen	Network Engineer	ITC	June 29, 2012			31 years, 4 months
Torres, Juan	Custodian	Bldg. Svcs.	June 29, 2012			8 years, 5 months
RESIGNATIONS						
Gaer, Mary	Instr. Asst. DHH	Villa	June 14, 2012			2 years
March, Pamela	Instr. Asst. Computers	Thorpe	June 1, 2012			2 years, 8 months
Murillo, Jesus	Rv. Ld. Custodian	Bldg. Svcs.	May 18, 2012			13 years
39 MONTH REEMPLOYMENT (100 Day Differential Ended)						
Guevara, Maria	Preschool Teacher	Early Childhood Education	May 21, 2012			
ABSENCE (3 to 20 duty days) - Without Pay						
Arroyo-Frasco, Jovita	Instr. Asst. Sp. Ed.	McFadden	April 25, 2012	May 22, 2012		Personal
Elliott, Linda	Job Training Asst. Sp. Ed.	Transition Program	April 30, 2012	May 4, 2012		Personal

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - June 12, 2012

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
ABSENCE (3 to 20 duty days) - Without Pay (Continuation)						
Elliott, Linda	Job Training Asst. Sp. Ed.	Transition Program	May 14, 2012	May 18, 2012		Personal
FAMILY CARE & MEDICAL LEAVE ABSENCE (3 to 20 duty days) - Paid						
Torres, Dolores	Senior Buyer	Purchasing Dept.	May 9, 2012	June 15, 2012		Statutory Leave
FAMILY CARE & MEDICAL LEAVE (21 duty days or more) - Paid						
Betz, Vartouhi Christeen	Director of Accounting	Accounting Dept.	March 20, 2012	June 19, 2012		Statutory Leave
Cabrera, Ricardo	Delivery Driver	Food Services	May 15, 2012	May 23, 2012		Statutory Leave
Shelton, Gwendolyn	Payroll Technician	Payroll	May 2, 2012	May 10, 2012		Statutory Leave
EXTENTION FAMILY CARE & MEDICAL (21 duty days or more) - Paid						
Tapia, Lourdes	Food Svc. Spvr. Elem.	Heroes	May 19, 2012	May 25, 2012		Statutory Leave
PROBATIONARY APPOINTMENT						
Simich, John	Painter	Bldg. Svcs.	May 22, 2012		34/1	

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - June 12, 2012

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
PROMOTIONAL APPOINTMENT						
Torres, Dolores	Sr. Buyer	Purchasing Dept.	May 8, 2012		37/5	
REASSIGNMENT						
Paredones, Monica	Site Clerk	Monte Vista	June 15, 2012		24/6 + Bil.	Voluntary Demotion
TEMPORARY APPOINTMENTS - Out of Class Compensation						
Dorado, Raul	Rv. Ld. Custodian	Bldg. Svcs.	April 23, 2012	May 31, 2012	28/5 + Diff.	
Guillen, Juanita	Sr. Food Svc. Wkr.	Food Svcs.	December 2, 2011	June 14, 2012	13/4	
Hill, Donald	Lead Custodian	Bldg. Svcs.	April 26, 2012	May 7, 2012	28/5 + Diff.	
Lopez, Arnulfo	Plant Custodian Elem.	Bldg. Svcs.	April 23, 2012	May 31, 2012	28/6	
Torres, Mauricio	Tree Trimmer	Bldg. Svcs.	May 2, 2012	June 29, 2012	29/6	
Valenzuela, Luz	School Office Mgr. Int.	Spurgeon	December 16, 2011	February 29, 2012	28/2	
ACTIVITY SUPERVISORS						
Beachler, Krystal	Activity Supervisor	Santa Ana	May 16, 2012			
Lara, Maria T.	Activity Supervisor	Carr	May 24, 2012			
Olvera Pacheco, Maria	Activity Supervisor	Walker	May 23, 2012			

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - June 12, 2012

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
ACTIVITY SUPERVISORS (Continuation)						
Pedraza, Brenda	Activity Supervisor	Lowell	May 8, 2012			
Rodriguez, Saul	Activity Supervisor	Santa Ana	May 23, 2012			
HOURLY APPOINTMENT						
Cendejas, Alicia	Food Service Wkr.		May 17, 2012			
SUBSTITUTES						
Bell, Winifred	Clerical		May 23, 2012			
Chavoya, Marianne	Clerical		May 10, 2012	June 29, 2012		
Cocolezzi, Eric	Fd. Svc. Wkr.		May 24, 2012			
Limback, Renee	Clerical		May 23, 2012			
Perales-Gallardo, Jennifer	Clerical		May 23, 2012			
Serna, Oliver	Clerical		May 23, 2012			
EXTENDED SCHOOL YEAR						
Cifuentes, Cristina	School Office Mgr. Elem.	Heninger	June 25, 2012	August 3, 2012		
Dominguez, Maria	School Office Mgr. Int.	Spurgeon	June 18, 2012	August 3, 2012		

**AGENDA ITEMS REQUESTS
CLASSIFIED
2011-12**

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
Childcare for Parent Education Classes and School Readiness Program (Ratification)	Esqueda	Title I	\$10,000	October 25, 2011
Data Analysis	Heninger	General Funds	\$1,425	June 13, 2012
Education Technology Summer Training - Illuminate	Education Technology	Research & Evaluation	\$3,000	July 2, 2012
Office Duties	Edison	General Funds	\$3,520	July 1, 2012
School Library Open to Support Reading Program	Washington School	EIA SCE	\$900	June 20, 2012
Summer Extended Learning Program	Improvement Grant (SIG)	Century	\$700	June 21, 2012
Summer Extended Learning Program	School Improvement Grant (SIG)	Century	\$700	June 21, 2012
Summer Extended Learning Program	School Improvement Grant (SIG)	Century	\$1,000	June 21, 2012

AGENDA ITEM BACKUP SHEET
June 12, 2012

Board Meeting

TITLE: Adoption of Resolution No. 11/12-2925 – Order of Biennial Trustee Election and Specification of Election Order

ITEM: Action

SUBMITTED BY: Thelma Meléndez, Ph.D., Superintendent

PREPARED BY: Thelma Meléndez, Ph.D., Superintendent

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek the Board's adoption of Resolution No. 11/12-2925 – Order of Biennial Trustee Election and Specifications of the Election Order. Education Code 5000 requires that a Governing Board member election be held biennially on the first Tuesday after the first Monday in November in order to fill the office of members whose terms expire on December 7, 2012, next succeeding the election.

RATIONALE:

The Board of Education must adopt a resolution (Education Code 5322) to be delivered to the County Superintendent of Schools by June 15, 2012, calling for the forthcoming Biennial Governing Board Election. This resolution designates the date of the election and the purpose of the election.

The date of the general election this year is November 6, 2012, and the members whose terms of office will expire on December 7, 2012, next succeeding the election are:

Rob Richardson
José Alfredo Hernández, J.D.
Roman Reyna

FUNDING:

Not Applicable

RECOMMENDATION:

Adopt Resolution No. 11/12-2925 – Order of Biennial Trustee Election and Specifications of the Election Order to be held November 6, 2012.

TM:rr

1 RESOLUTION NO. 11/12-2925

2 BOARD OF EDUCATION

3 SANTA ANA UNIFIED SCHOOL DISTRICT

4 ORANGE COUNTY, CALIFORNIA

5 Order of Biennial Trustee Election and Specifications
6 of Election Order

7 WHEREAS, the Governing Board of this District has, in the past, approved
8 by Resolution the designation of the date for said election.

9 WHEREAS, the election of governing board members is ordered by Section
10 5000 of the Education Code in order to fill the office of members whose terms
11 expire on December 7, 2012, next succeeding the election.

12 NOW BE IT RESOLVED that pursuant to the authority of Education Code
13 Sections 5304 and 5322, the County Superintendent of Schools, Orange County, is
14 hereby informed of the specifications of the election order for the forthcoming
15 Biennial Governing Board Election to be held on Tuesday, November 6, 2012.

16 The County Superintendent is further ordered to consolidate this election in
17 accordance with Education Code Sections 5340 and 5342.

18 Upon motion of member _____ and duly seconded, the
19 foregoing Resolution was adopted by the following vote:

20 AYES:

21 NOES:

22 ABSENT:

23 STATE OF CALIFORNIA)
24 COUNTY OF ORANGE)SS:

25 I, Thelma Meléndez de Santa Ana, Ph.D., Secretary to the Board of Education
26 of the Santa Ana Unified School District of Orange County, California, hereby
27 certify that the above and foregoing Resolution was duly adopted by the said

1 Board at a regular meeting properly noticed and held on the 12th day of June 2012
2 and passed by a vote of _____ of said Board.

3 IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of
4 _____, 2012.

5
6 Thelma Meléndez de Santa Ana, Ph.D.,
7 Secretary
8 Board of Education of the
9 Santa Ana Unified School District
10

AGENDA ITEM BACKUP SHEET
June 12, 2012

Board Meeting

TITLE: Adoption of Resolution No. 11/12-2926 – Campaign Contribution Limits

ITEM: Action

SUBMITTED BY: Thelma Meléndez, Ph.D., Superintendent

PREPARED BY: Thelma Meléndez, Ph.D., Superintendent

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek the Board's adoption of Resolution No. 11/12-2926 – Campaign Contribution Limits.

RATIONALE:

This Resolution is presented in support of limiting campaign expenditures or contributions to \$1,000 from any one person for any election cycle to District offices as prescribed by Education Code Section 35177.

FUNDING:

Not Applicable

RECOMMENDATION:

Adopt Resolution No. 11/12-2926 – in support of campaign contribution limits.

TM:rr

1 RESOLUTION NO. 11/12-2926

2 BOARD OF EDUCATION

3 SANTA ANA UNIFIED SCHOOL DISTRICT

4 ORANGE COUNTY, CALIFORNIA

5 Campaign Contribution Limits

6 WHEREAS, Education Code Section 35177 authorizes the Board, by resolution,
7 to limit campaign expenditures or contributions for elections to District
8 offices.

9 NOW THEREFORE, BE IT RESOLVED: That the following campaign contribution
10 limits be set for candidates for the Governing Board of the Santa Ana Unified
11 School District.

12 1. No person shall give to any candidate for member of the Governing
13 Board of the Santa Ana Unified School District, and no candidate shall accept
14 from any such person, a contribution or loan which would cause the total amount
15 contributed or loaned by such person to exceed one thousand dollars (\$1,000) in
16 any election cycle. The provisions herein shall not apply to a candidate's
17 contribution of his/her personal funds to his/her own campaign contribution
18 account. For purposes of this Resolution, contributions shall include money,
19 gifts of value that are then sold for cash, or an in-kind donation.

20 2. As used herein, "election cycle" means contributions made at any time
21 for each of the following elections for which the person is a candidate: a
22 primary election, a special election, or a general (runoff) election.

23 Upon motion of member _____ and duly seconded, the
24 foregoing Resolution was adopted by the following vote:

25 AYES:

26 NOES:

27 ABSENT:

28

1 STATE OF CALIFORNIA)
2)SS:
3 COUNTY OF ORANGE)

4 I, Thelma Meléndez de Santa Ana, Ph.D., Secretary to the Board of Education
5 of the Santa Ana Unified School District of Orange County, California, hereby
6 certify that the above and foregoing Resolution was duly adopted by the said
7 Board at a regular meeting properly noticed and held on the 12th day of June 2012,
8 and passed by a vote of _____ of said Board.

9 IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of
10 _____, 2012.

11 _____
12 Thelma Meléndez de Santa Ana, Ph.D.,
13 Secretary
14 Board of Education of the
15 Santa Ana Unified School District

AGENDA ITEM BACKUP SHEET
June 12, 2012

Board Meeting

TITLE: Adoption of Resolution No. 11/12-2927 - Certification of Board Member's Absence from Board Meeting

ITEM: Consent

SUBMITTED BY: Thelma Meléndez de Santa Ana, Ph.D., Superintendent

PREPARED BY: Thelma Meléndez de Santa Ana, Ph.D., Superintendent

BACKGROUND INFORMATION:

The Board of Education is requested to adopt a resolution so that Board Member Audrey Yamagata-Noi, Ph.D., can be paid for the meeting of May 22, 2012, from which she was absent.

RATIONALE:

Education Code Section 35120(c) provides that "a member may be paid for any meeting when absent if the Board, by resolution duly adopted and included in its minutes finds that at the time of the meeting he or she was absent deemed acceptable by the Board."

FUNDING:

Not Applicable

RECOMMENDATION:

Adopt Resolution No. 11/12-2927 - Certifying Audrey Yamagata-Noji, Ph.D., absence from the Board Meeting of May 22, 2012.

1 RESOLUTION NO. 11/12-2927

2 BOARD OF EDUCATION

3 SANTA ANA UNIFIED SCHOOL DISTRICT

4 ORANGE COUNTY, CALIFORNIA

5 Certification of a Board Member's Absence from a
6 Board Meeting - Audrey Yamagata-Noji, Ph.D.

7 WHEREAS, Education Code Section 35120(c) states that a Board Member may be
8 paid for any meeting when absent if the Board by resolution duly adopted and
9 included in its minutes finds that at the time of the meeting he or she is
10 performing services outside the meeting for the school district or districts, he
11 or she was ill or on jury duty, or the absence was due to a hardship deemed
12 acceptable by the board.

13 WHEREAS, The Board of Education does find that Board Member Audrey Yamagata-
14 Noji, Ph.D., was absent from the regular meeting held on May 22, 2012.

15 NOW, THEREFORE, BE IT RESOLVED: That the Board of Education authorizes
16 payment for Board Member Dr. Audrey Yamagata-Noji, Ph.D., for the meeting of May
17 22, 2012, from which she was absent.

18 Upon motion of member _____ and duly seconded, the
19 foregoing Resolution was adopted by the following vote:

20 AYES:

21 NOES:

22 ABSENT:

23 STATE OF CALIFORNIA)
24)SS:
COUNTY OF ORANGE)

25 I, Thelma Meléndez de Santa Ana, Ph.D., Secretary to the Board of Education
26 of the Santa Ana Unified School District of Orange County, California, hereby
27 certify that the above and foregoing Resolution was duly adopted by the said

1 Board at a regular meeting properly noticed and held on the 12th day of June 2012
2 and passed by a vote of _____ of said Board.

3 IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of
4 _____, 2012.

6 _____
7 Thelma Meléndez de Santa Ana, Ph.D.,
8 Secretary
9 Board of Education of the
10 Santa Ana Unified School District

AGENDA ITEM BACKUP SHEET
June 12, 2012

Board Meeting

TITLE: Adoption of Resolution No. 11/12-2928 – Acknowledging William H. Habermehl for Exemplary Service to Santa Ana Unified School District

ITEM: Action

SUBMITTED BY: Thelma Meléndez de Santa Ana, Ph.D.

PREPARED BY: Thelma Meléndez de Santa Ana, Ph.D.

BACKGROUND INFORMATION:

The purpose of this agenda item is to adopt Resolution No. 11/12-2928 – acknowledging William H. Habermehl, County Superintendent of Schools, Orange County Department of Education who will be retiring on June 29, 2012.

RATIONALE:

Mr. Habermehl has recently announced his retirement and has served in public education for 45 – the past 11 years as Orange County Superintendent of Schools. The local educators have credited Mr. Habermehl for being a loyal advocate for the county's 28 school districts and 500,000 students. He has had such a positive influence on the lives of the students in Orange County. Mr. Habermehl began his career as a science teacher and football coach in Garden Grove Unified School District and he served as an administrator in Fullerton Joint Union High School District.

The Superintendent, on behalf of the Santa Ana Unified School District, is requesting the adoption of a resolution in honor of Mr. Habermehl and his dedication to the Santa Ana Unified School District. He has demonstrated every quality that exemplifies recognition; therefore, SAUSD is requesting a proper acknowledgement for his exemplary services.

FUNDING:

Not Applicable

RECOMMENDATION:

Adopt Resolution No. 11/12-2928 acknowledging William H. Habermehl for exemplary service to Santa Ana Unified School District.



Resolution No. 11/12-2928
Board of Education
Santa Ana Unified School District
Orange County, California

William M. Habermehl

W

Whereas, William M. Habermehl has devoted 45 years to public education with dedicated service to teaching, coaching, and site and district administration; and

Whereas, he began his career as a science teacher and football coach in the Garden Grove Unified School District, and later became an administrator in the Fullerton Joint Union High School District; and

Whereas, he then served in several positions at the Orange County Department of Education, including Director, Assistant Superintendent and Associate Superintendent; and

Whereas, William M. Habermehl was appointed to the position of Orange County Superintendent of Schools in April 2001 and ran successfully for election in 2002, 2006 and again in 2010; and

Whereas, under his leadership the Orange County Department of Education has created or expanded the development of many world-class educational programs; and

Whereas, he has served on various local and state boards and has been involved in key community organizations; and

Whereas, he has been, for many years, a staunch advocate of public education; and

Whereas, he has served as a positive influence in the lives of countless students, inspiring a deep enthusiasm for learning and a lifelong passion for addressing the educational challenges and opportunities facing today's youth; and

Whereas, he has been in his many years of service a supporter, advocate, and friend to Santa Ana Unified School District,

NOW, THEREFORE, BE IT RESOLVED that the Santa Ana Unified School District Board of Education applauds, appreciates and recognizes the exemplary commitment to public education unselfishly given by William M. Habermehl.

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

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA)

) SS:

COUNTY OF ORANGE)

I, Thelma Meléndez de Santa Ana, Secretary of the Board of Education of the Santa Ana Unified School District of Orange County, California, hereby certify that the above and foregoing Resolution was duly adopted by the said Board at a regular meeting thereof held on the 12th of June 2012 and passed by a vote of _____ of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of June 2012.

Thelma Meléndez de Santa Ana, Ph.D.
Secretary, Board of Education
Santa Ana Unified School District

AGENDA ITEM BACKUP SHEET
June 12, 2012

Board Meeting

TITLE: Board and Staff Reports/Activities
ITEM: Reports
SUBMITTED BY: Thelma Meléndez, Ph.D., Superintendent
PREPARED BY: Thelma Meléndez, Ph.D., Superintendent

BACKGROUND INFORMATION:

The purpose of this agenda item is for members of the Board of Education and staff to make announcements to the community regarding events and activities within Santa Ana Unified School District and the community as they relate to student achievement.

RATIONALE:

Members of the Board of Education have requested an item on the agenda of each regular meeting to provide an opportunity for announcements.

This item will provide pertinent information to the general public.

FUNDING:

Not Applicable

RECOMMENDATION:

Board members will make announcements regarding community events and activities within Santa Ana Unified School District and the community.

TM:rr