

*Santa Ana Unified School District*  
*Board of Education*

**Board Meeting Agenda**

**Tuesday, September 11, 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  
SEPTEMBER 11, 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 September 2012, William Edward Davis

PRESENTATION

- Standardized Testing and Reporting Results - California Standards Test
- Unaudited Actuals and Budget Update
- Construction and Building Services Summer Projects Update

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 - August 28, 2012
- 1.2 Approval of Head Start Budget Adjustment for 2012-13 Program Year
- 1.3 Approval of Application Certification for Continued Participation in Class Size Reduction Operations Funding Program for Grades K-3 for 2012-13 School Year
- 1.4 Approval of Memorandum of Understanding with Dana Point Ocean Institute for Sepulveda Elementary School for 2012-13 School Year
- 1.5 Approval of Extended Field Trip(s) in Accordance with Board Policy (BP) 6153 – School-Sponsored Trips and Administrative Regulation (AR) 6153.1 – Extended School-Sponsored Trips
- 1.6 Approval of Payment and Reimbursement of Costs Incurred for Students with Disabilities for 2012-13 School Year
- 1.7 Ratification of Purchase Order Summary and Listing of Orders \$25,000 and Over for Period of August 8, 2012 through August 28, 2012
- 1.8 Ratification of Expenditure Summary and Warrant Listing for Period of August 8, 2012 through August 28, 2012
- 1.9 Approval/Ratification of Listing of Agreements/Contracts with Santa Ana Unified School District and Various Consultants Submitted for Period of August 8, 2012 through August 28, 2012
- 1.10 Adoption of Resolution No. 12/13-2934 – Authorization of District Appropriations Limits for Fiscal Years 2011-12 and 2012-13
- 1.11 Acceptance of Completion of Contract for Bid Package No. 7 Painting at Willard Intermediate School Under Modernization Program
- 1.12 Acceptance of Completion of Contract for Bid Package No. 11 HVAC, Structural Steel Framing, and Metal Fabrications at Willard Intermediate School Under Modernization Program
- 1.13 Approval of Substitute Subcontractor for Bid Package No. 13 Heating, Ventilation, and Air Conditioning at Carr Intermediate School Under Modernization Program
- 1.14 Acceptance of Completion of Contract for Bid Package No. 14 Ceramic Tile at Willard Intermediate School Under Modernization Program



- 1.15 Acceptance of Completion of Contract for Bid Package No. 15 Theater Electrical at Santa Ana High School Under Modernization Program
- 1.16 Approval of Amendment to Designated Positions and Disclosure Categories for Statement of Economic Interest Filing

Items removed from Consent Calendar for discussion and separate action:

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### **REGULAR AGENDA - ACTION ITEMS**

- 2.0 Acceptance of Gifts in Accordance with Board Policy 3290 – Gifts, Grants, and Bequests
- 3.0 Adoption of Board Policy 6170.1 - Transitional Kindergarten
- 4.0 Approval of District’s Unaudited Actuals for 2011-12 School Year
- 5.0 Administrative Regulation 3515.2 – Disruptions (Revised: For Implementation)
- 6.0 Board Policy 6163.2 – Animals at School (Revised: For First Reading)
- 7.0 Administrative Regulation 4032 – Reasonable Accommodation (Revised: For First Reading)
- 8.0 Approval of Joint Use Agreement with City of Santa Ana for Garfield Elementary School
- 9.0 Approval of Agreement with City of Santa Ana for Reimbursement of Construction Costs for Garfield Elementary School Multi-Purpose Room/Community Center
- 10.0 Authorization to Award Contract for Lease-Leaseback Construction Project for Garfield Elementary School
- 11.0 Authorization to Award Contract for Bid Package No. 1 General Construction at Diamond Elementary School Under Modernization Program
- 12.0 Approval of Recognition by Santa Ana Unified School District of Santa Ana School Police Officers Association
- 13.0 Approval of Personnel Calendar
- 14.0 Adoption of Resolution No. 12/13-2938 - Proclaiming September 15 through October 15, 2012 as National Hispanic Heritage Month
- 15.0 Approval of Superintendent's Contract

16.0 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. Chad Hammitt,  
District Negotiator

- E. The Board of Education will meet in Closed Session as provided by the California Government Code Section 54957 to consider:

1. Public Employee Contract Renewal – (Assistant Superintendent, Facilities/Governmental Relations)
2. Public Employee Contract Renewal – (Superintendent)

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, September 25, 2012, at 6:00 p.m.

**AGENDA ITEM BACKUP SHEET**  
**September 11, 2012**

**Board Meeting**

**TITLE:** Classified Employee of the Month for September 2012, William Edward Davis

**ITEM:** Recognition

**SUBMITTED BY:** Chad Hammitt, Assistant Superintendent, Personnel Services

**PREPARED BY:** Chad Hammitt, Assistant Superintendent, Personnel Services

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**BACKGROUND INFORMATION:**

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

**RATIONALE:**

A selection committee, consisting of classified employees, has reviewed nominees and selected the Classified Employee of the Month for September 2012. The members have selected William Edward Davis, Plant Custodian, Santa Ana High School.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Recognize William Edward Davis as Classified Employee of the Month for September 2012.

**AGENDA ITEM BACKUP SHEET**  
**September 11, 2012**

**Board Meeting**

**TITLE:** Standardized Testing and Reporting Results - California Standards Test

**ITEM:** Presentation

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

**PREPARED BY:** Sharon Johnson, Interim Director, Research & Evaluation

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to present to the Board the 2012 Standardized Testing and Reporting (STAR) results - California Standards Test (CST).

**RATIONALE:**

All public school students in grades 2-11 in California are required to take the English Language Arts STAR assessments for their grade level. Students in grades 2-7 are tested in mathematics. Students in grades 8-11 take the mathematics test for the course in which they have been enrolled. Students in grades 9-11 are assessed by course exams in all core subjects.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Presented for information.



**Santa Ana**  
Unified School District

# **2012 STAR**

# **CST Update**

**September 11, 2012**

**Dr. Thelma Meléndez de Santa Ana, Ph.D., Superintendent  
Cathie Olsky, Ed.D., Deputy Superintendent, Chief Academic Officer  
Sharon Johnson, Interim Director, Research and Evaluation**



- SAUSD Multi-Year CST Comparison by subject and grade level





## **California Standards Test**

The California Standards Test (CST) is administered to students in grades 2-11 and is used to determine how well students are achieving state-adopted content standards in: English-Language Arts, Mathematics, History-Social Science, and Science.

This is the seventh year in a row that SAUSD has made growth!

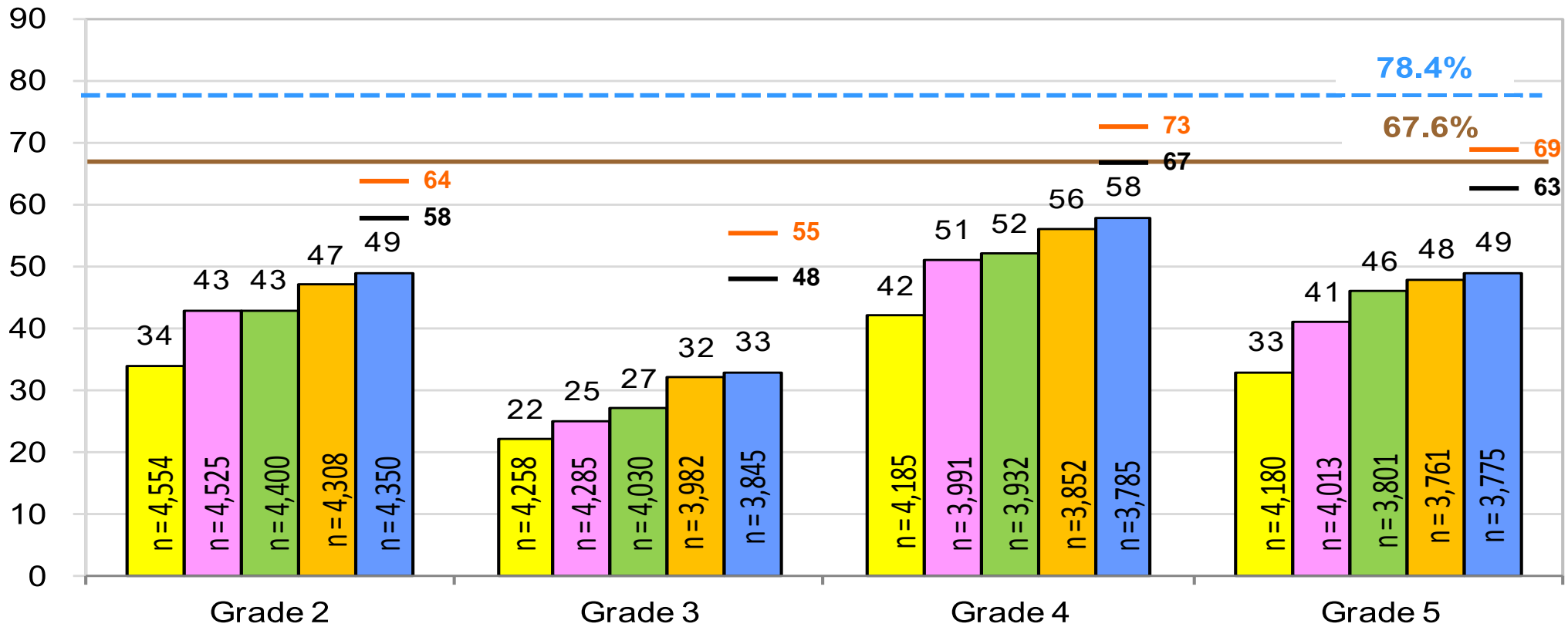




## CST - English Language Arts (Grades 2-5)

### Five-Year Comparison

— 2011 NCLB Target: 67.6%  
 - - - 2012 NCLB Target: 78.4%



— CA %

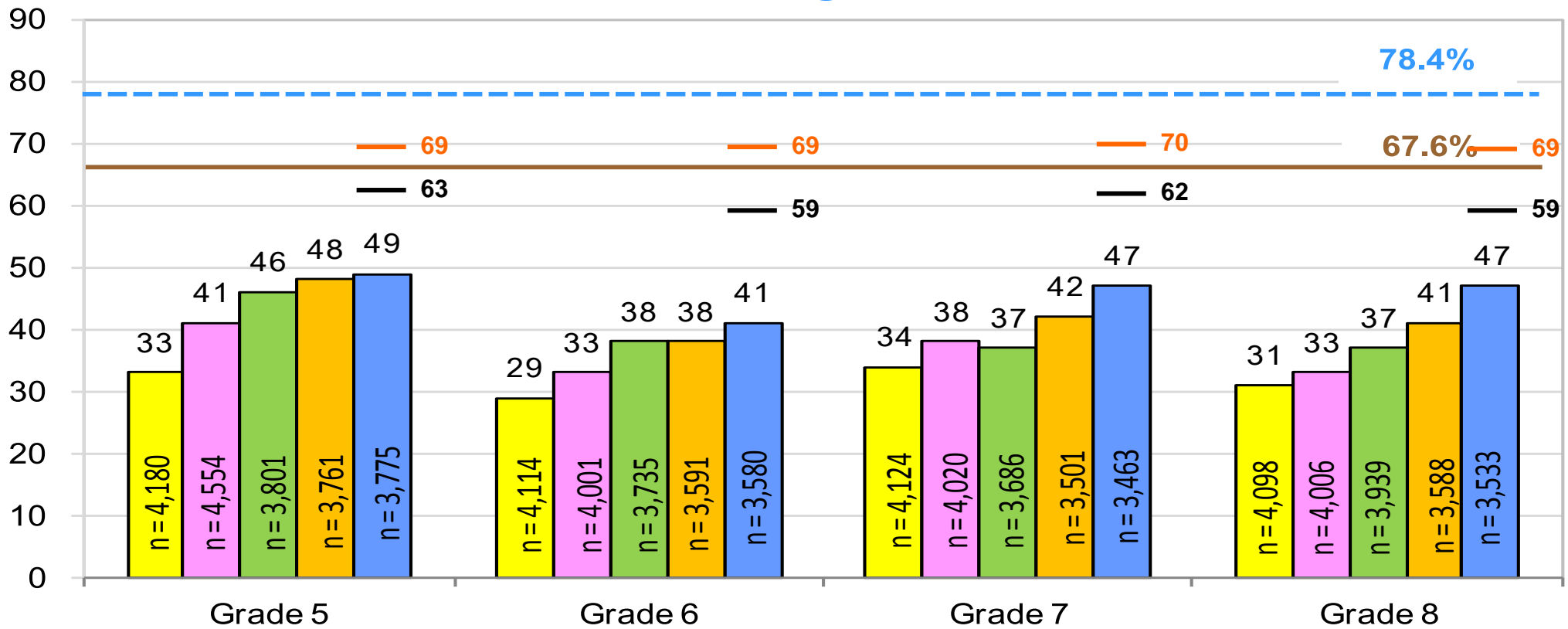
— Orange County %

■ 2008 ■ 2009 ■ 2010 ■ 2011 ■ 2012



## CST - English Language Arts (Grades 5-8) Five-Year Comparison

— 2011 NCLB Target: 67.6%  
- - - 2012 NCLB Target: 78.4%



— CA %

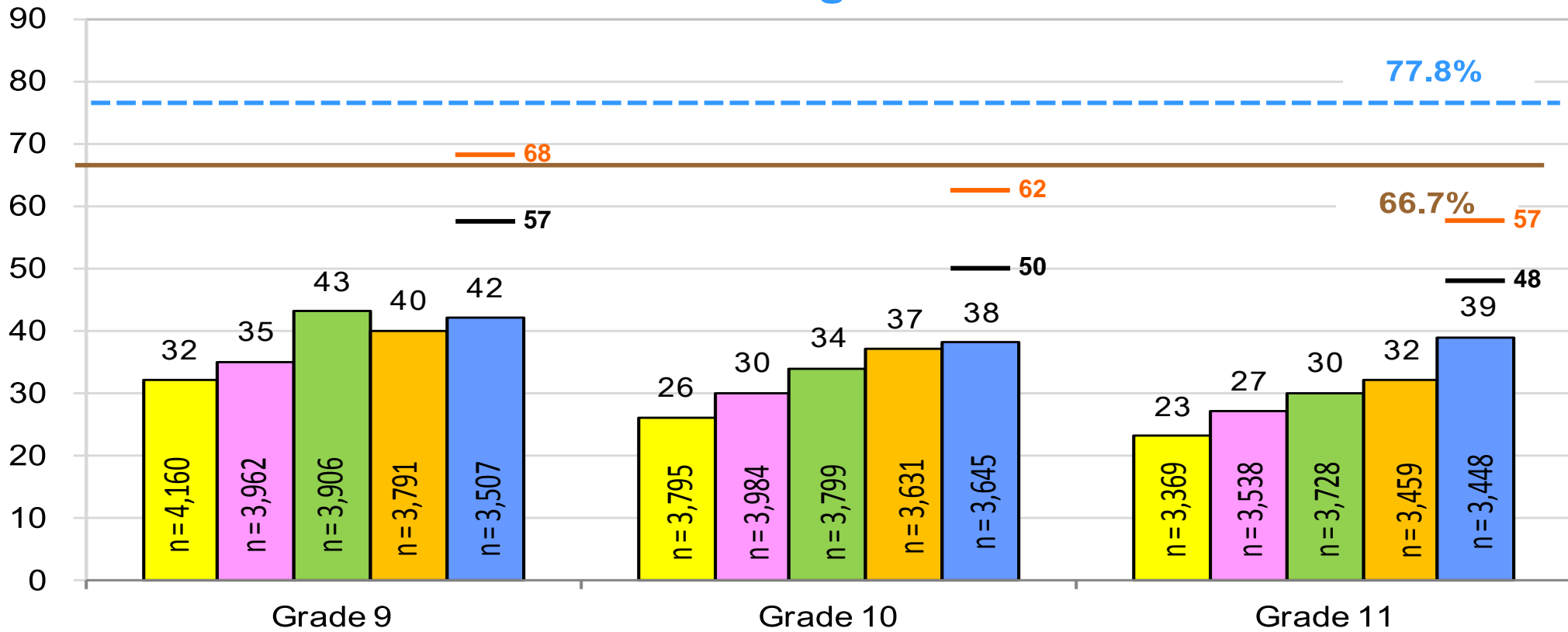
— Orange County %

■ 2008 ■ 2009 ■ 2010 ■ 2011 ■ 2012



## CST - English Language Arts (Grades 9-11) Five-Year Comparison

— 2011 NCLB Target: 66.7%  
 - - - 2012 NCLB Target: 77.8%



— CA %

— Orange County %

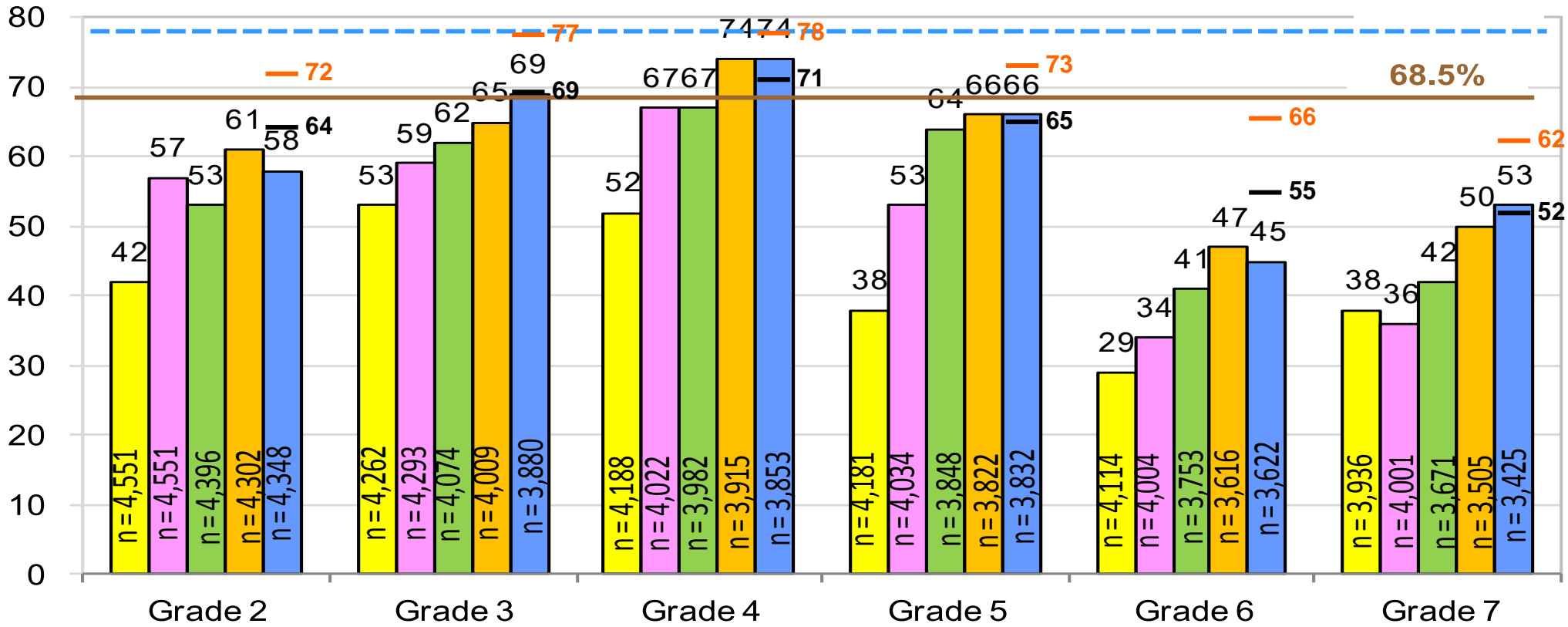
■ 2008 ■ 2009 ■ 2010 ■ 2011 ■ 2012



## CST - Mathematics (Grades 2-7)

### Five-Year Comparison

— 2011 NCLB Target: 68.5%  
 - - - 2012 NCLB Target: 79%



— CA %

— Orange County %

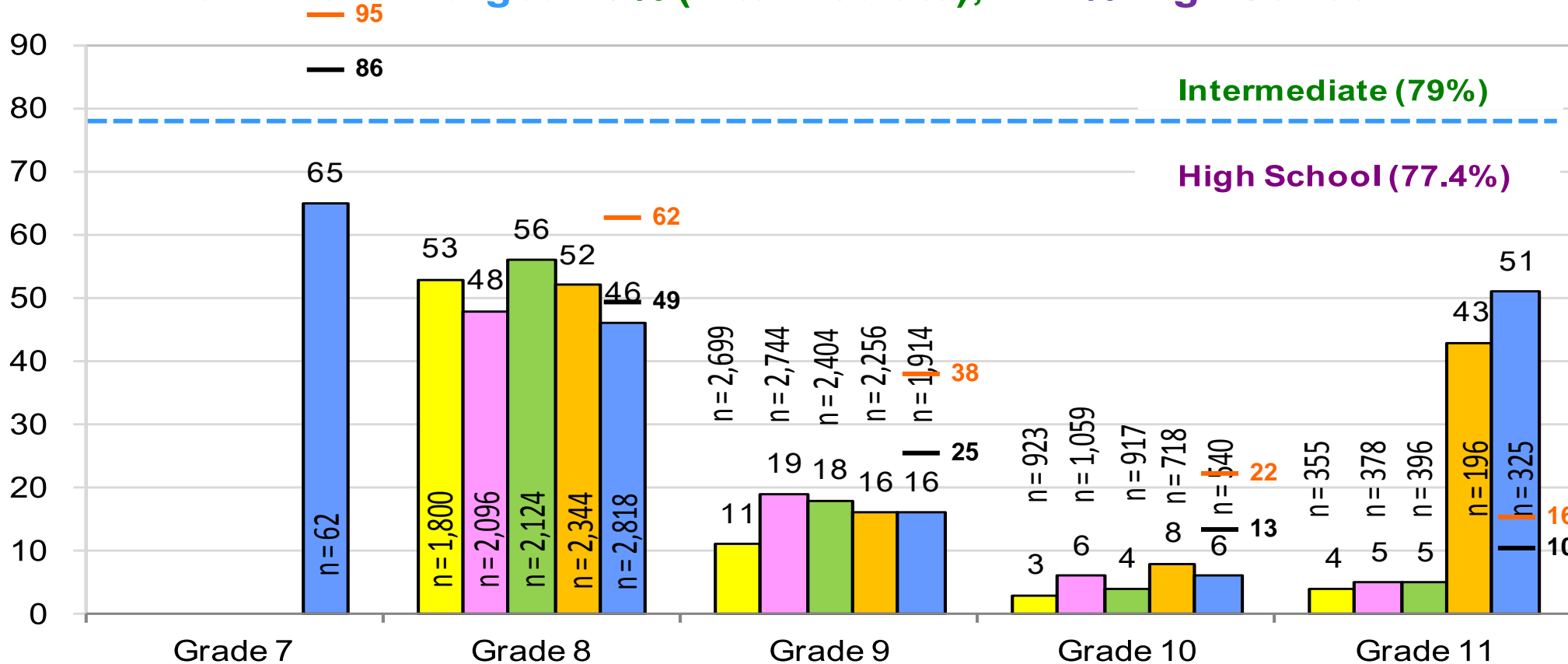
■ 2008 ■ 2009 ■ 2010 ■ 2011 ■ 2012



## CST - Algebra I Five-Year Comparison

2011 NCLB Target: 68.5% (Intermediate), 66.1% High School

2012 NCLB Target: 79% (Intermediate), 77.4% High School



— CA %

— Orange County %

2008 2009 2010 2011 2012

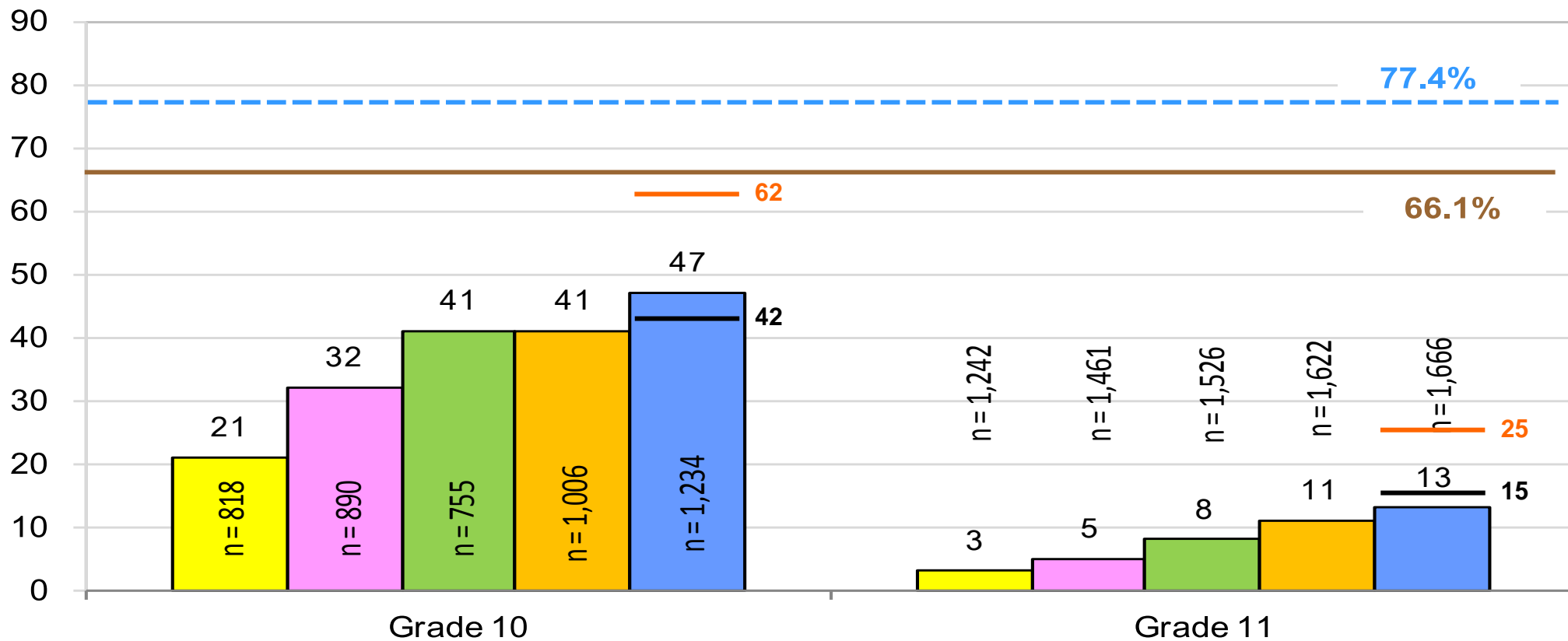


## CST - Algebra II

### Five-Year Comparison

— 2011 NCLB Target: 66.1%

- - - 2012 NCLB Target: 77.4%



— CA %

— Orange County %

2008 2009 2010 2011 2012

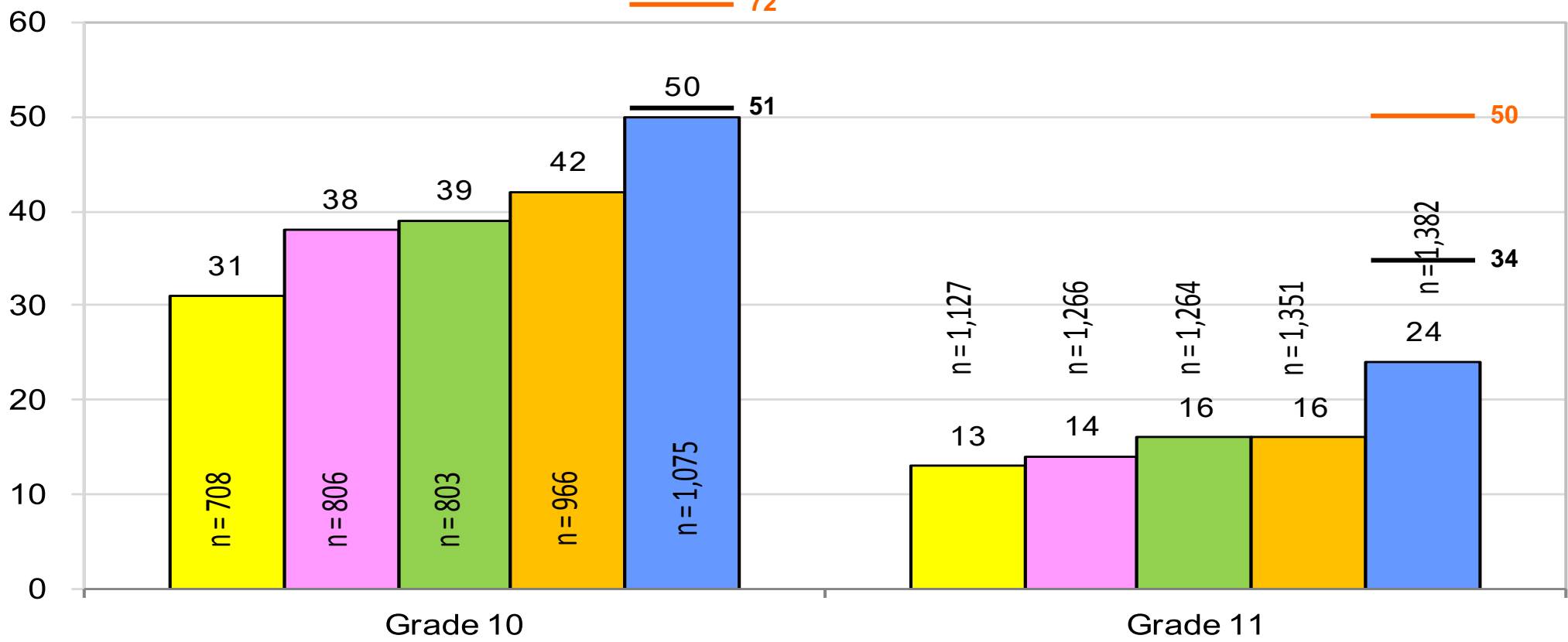


## CST - Chemistry

### Percent Proficient and Advanced

### Santa Ana Unified School District

### Five-Year Comparison

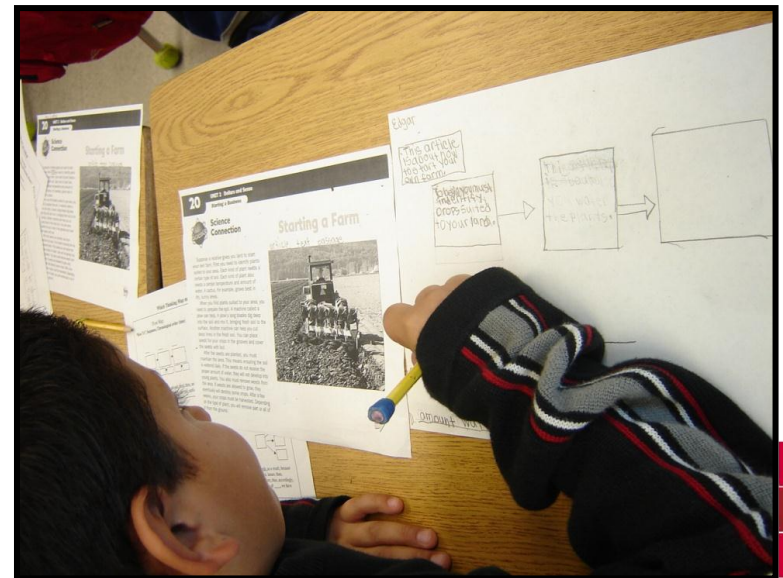


— CA %

— Orange County %

2008 2009 2010 2011 2012







**AGENDA ITEM BACKUP SHEET**  
**September 11, 2012**

**Board Meeting**

**TITLE:** Unaudited Actuals and Budget Update

**ITEM:** Presentation

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

**PREPARED BY:** Dr. Tony Wold, Ed.D., Executive Director, Business Operations  
Christeen Betz, Director, Accounting  
Swandayani Singgih, Director, Budget

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to review the 2011-12 Unaudited Actuals as required by the State law and to provide an overview of budget priorities/considerations for the 2012-13 school year, based on the most current State budget adoption action.

**RATIONALE:**

This presentation is provided to keep the Board aware of the possibility of additional State Budget cuts, the ramifications of restoring programs/positions, the availability of one-time and on-going funds, and to provide follow-up on Board requested items.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Presented for informational purposes.

MB:mm





**Santa Ana**  
Unified School District

# **2011-12 Unaudited Actuals & 2012-13 Budget Update**

***September 11, 2012***

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

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

**Tony Wold, Ed.D., Executive Director, Business Operations**

**Swandayani Singgih, Director, Budget**

**Christeen Betz, Director, Accounting**



- 2011-12 Unaudited Actuals
- 2012-13 Budget Update
- Next Steps



• **2011-12 Unaudited Actuals closed as follows:**

\* At 2012-13 Adopted Budget

	Estimated 2011-12 Fund Balance* (\$s in millions)	2011-12 Unaudited Actuals Fund Balance (\$s in millions)	Difference (\$s in millions)
Unrestricted	\$57.8	\$61.4	+\$3.6
Restricted	\$ 7.2	\$ 9.2	+\$2.0
Total	\$65.0	\$70.6	+\$5.6

– \$3.6 million unrestricted favorable variance due to:

- Less than anticipated contributions from Unrestricted General Fund to Restricted programs (Special Education, Ongoing & Major Maintenance Account (OMMA), Home-to-School Transportation, and VAPA programs)

– \$2.0 million restricted favorable variance due to:

- Less than anticipated spending from Prop. 20 Lottery-Instructional Materials, Medi-Cal, Special Education: Mental Health Services, and
- Funds will be carried over to 2012-13



## Ending Fund Balances (All Other Funds)

Fund	2011-12 Estimated Actuals (all \$s in 000's)	2011-12 Unaudited Actuals (all \$s in 000's)	Difference (all \$s in 000's)
Fund 11 - Adult Education	\$0	\$0	\$0
Fund 12 – Child Development	\$70	\$72	\$2
Fund 13 – Cafeteria	\$17,550	\$18,758	\$1,208
Fund 14 – Deferred Maintenance	\$0	\$339	\$339
Fund 17 – Special Reserve	\$13,632	\$13,636	\$4
Fund 21 – Building	\$695	\$26,233	\$25,538
Fund 25 – Capital Facilities	\$0	\$3,088	\$3,088
Fund 35 – School Facilities	\$148	\$101,620	\$101,472
Fund 40 – Special Reserve/Capital Outlay	\$0	\$1,115	\$1,115
Fund 49 – Capital Projects (COP)	\$135	\$1,137	\$1,002
Fund 51 – Bond Interest & Redemption	\$13,779	\$14,086	\$307
Fund 56 – Debt Service	\$7,158	\$7,486	\$328
Fund 67 – Workers' Comp/Property & Liability	\$2,196	\$5,792	\$3,595
Fund 69 – Health & Welfare Benefits	\$1,579	\$581	<\$998>

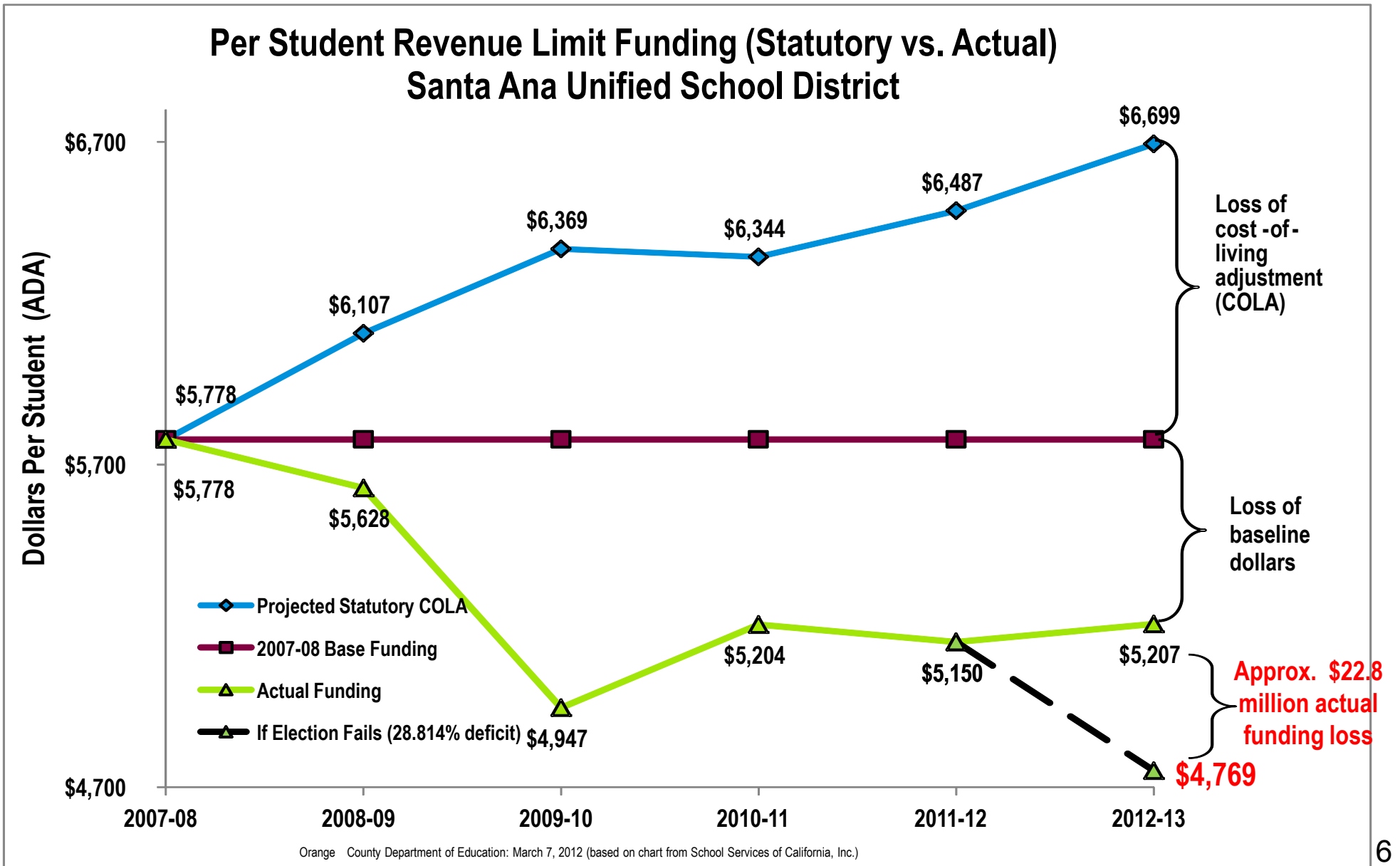


# Santa Ana

Unified School District

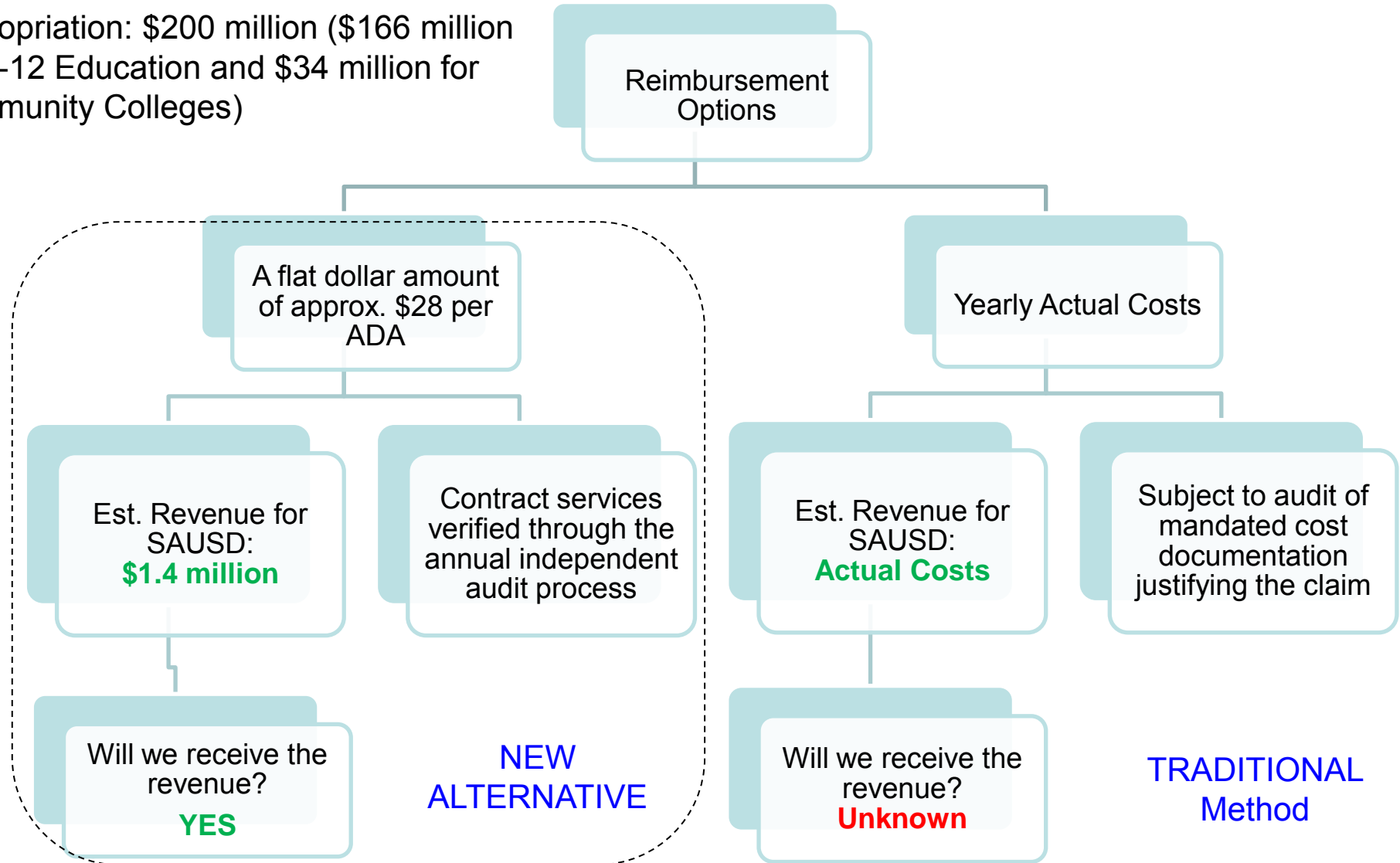
## 2012-13 Budget Update MYP – Fund 01 Combined (including unspecified cuts)

	2011-12 Unaudited Actuals \$s in million	2012-13 Budget Update \$s in million	2013-14 Budget \$s in million	2014-15 Budget \$s in million
Beginning Fund Balance (a)	\$ 86.7	\$ 70.6	\$ 52.8	\$ 53.3
Add: Adjustment to Beginning Fund Balance (b)	----	----	----	----
Add: Revenues (c)	\$475.1	\$465.1	\$442.7	\$434.3
Less: Expenditures (incl. Budget Reductions) (d)	\$491.2	\$482.9	\$442.2	\$434.0
<b>Net Increase / (Decrease) (e) = (c) - (d)</b>	<b>(\$16.1)</b>	<b>(\$17.8)</b>	<b>\$0.5</b>	<b>\$0.3</b>
Ending Fund Balance (a) + (e)	\$ 70.6	\$ 52.8	\$ 53.3	\$ 53.6
<u>Non-spendable:</u> Revolving Cash/Stores/Prepaid Expenditures	\$1.2	\$1.2	\$1.2	\$1.2
<u>Restricted:</u> Designated for Restricted Fund Balance	\$9.2	\$10.0	\$7.4	\$6.8
<u>Committed:</u> Stabilization Arrangements	\$0.0	\$0.0	\$0.0	\$0.0
<u>Assigned:</u> - Restoration of State Cuts/COLA	\$17.2	----	\$6.2	\$6.9
- Designated for Unrestricted Reserve (Instr. Mat'l, CalSafe, Community Day, CAHSEE, Site carry-over etc.)	\$9.1	\$6.0	\$7.0	\$8.2
- Reserve for mid-year cuts	\$24.1	\$25.9	\$22.7	\$21.8
<u>Unassigned/Unappropriated:</u>				
- Designated for Economic Uncertainties (f)	\$9.8	\$9.7	\$8.8	\$8.7
(f) / (d)	2.0%	2.0%	2.0%	2.0%
<b>Updated Budget Reduction Target</b>	<b>----</b>	<b>----</b>	<b>\$47.0</b>	<b>\$TBD</b>





Appropriation: \$200 million (\$166 million for K-12 Education and \$34 million for Community Colleges)







- The State of California mandates that school districts perform certain pre-described activities. These mandates are reimbursable if proper records are kept and claims for reimbursements are filed.
- At the beginning of 2005-06 fiscal year, the State began to withhold or delay reimbursement payments for mandated claims. For the claiming periods of 2005-06 through 2010-11, the District has only received 13% or \$1.8 million of the \$14.4 million due.
- Senate Bill 1016 allows a school district to make an annual choice to receive funds for the Mandate Block Grant in the amount of \$28 per ADA. This would amount to approximately \$1.4 million for the 2012-13 fiscal year.



## Mandated Cost Reimbursements

Fiscal Year	Mandated Cost Claim Amount	Amount Received	Balance Owed
2005-06	\$1,779,537	\$593,213	\$1,186,324
2006-07	\$1,928,442	\$302,617	\$1,625,825
2007-08	\$1,615,685	\$38,335	\$1,577,350
2008-09	\$1,274,124	\$722,529	\$551,595
2009-10	\$3,803,782	\$164,892	\$3,638,890
2010-11	\$4,037,673		\$4,037,673
<b>Totals</b>	<b>\$14,439,243</b>	<b>\$1,821,586</b>	<b>\$12,617,657</b>



\$ (millions)	Event or Activity
	Election November 6, 2012
	First Interim December 11, 2012
<b>\$20.0 - \$25.0 million</b>	Mid-year reductions if Governor's tax plan does not pass (\$400-\$475/per ADA) (Built into the "Assigned" category of the ending fund balance)

**AGENDA ITEM BACKUP SHEET**  
**September 11, 2012**

**Board Meeting**

**TITLE:** Construction and Building Services Summer Projects Update

**ITEM:** Presentation

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

**PREPARED BY:** Jessica Mears, Facilities Planner

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to provide the Board of Education an update of the facilities projects that were completed during the summer of 2012.

**RATIONALE:**

This presentation is to keep the Board informed of the projects undertaken during the summer in preparation for the 2012-13 school year.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Presented for information.

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

MINUTES

REGULAR MEETING  
SANTA ANA BOARD OF EDUCATION

August 28, 2012

CALL TO ORDER

The meeting was called to order at 5:10 p.m. by President Richardson. Other members in attendance were Dr. Yamagata-Noji, Mr. Palacio and Mr. Reyna.

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. Mr. Hernández arrived during Closed Session.

RECONVENE OPEN MEETING

The Regular Board meeting reconvened at 6:33 p.m.

PLEDGE OF ALLEGIANCE

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

**SUPERINTENDENT' S REPORT**

Dr. Meléndez greeted all present.

Dr. Meléndez had the opportunity to visit many schools during the first few days of school and was extremely pleased with the high-quality education that is taking place in classrooms throughout the District. Principals, teachers, and parents were committed to students and students were excited for learning.

Dr. Meléndez mentioned that to begin the new school year, the District has adopted a new theme - Getting to the Core - meaning getting to what matters most. And the core of what matters is creating supportive school climates, nurturing successful students, and adhering to superior standards. The theme is a direct result of the valuable input of our Continuous Improvement Team who were recognized at the meeting.

Dr. Meléndez gave a brief update on her school visits. Dr. Meléndez saw principals, teachers, and school staffs working collaboratively together to create supportive climates. She saw the implementation of Expected Behaviors in Positive Behavior Intervention (PBIS) and support at several sites. This is the work that the District is doing with the Orange County Department of Education to train staff District-wide on positive behavior intervention support. Schools have the opportunity to select an acronym or motto that best represents the behavioral expectations for their school.

Dr. Meléndez asked Dr. Olsky, Deputy Superintendent, Chief Academic Officer, to the lectern to introduce the members of our Continuous Improvement Team. This advisory team is comprised of teachers, administrators, parents, students, business partners, community organizations, and community members. This team has served as a resource in identifying key areas of focus for the District. Dr. Meléndez is grateful for their hard work and numerous hours they have invested and will continue to contribute to the District.

#### CHANGE IN ORDER OF AGENDA

Mr. Richardson received Board consensus to take action on Agenda Item 3.0.

#### 3.0 Approval of Mission and Vision Statements

It was moved by Mr. Palacio, seconded by Mr. Reyna, and carried 4-0, Mr. Hernández out of room, to approve the new Vision and Mission Statements for the Santa Ana Unified School District.

Dr. Meléndez read the Board's selected Vision Statement: *We work collaboratively and comprehensively with staff, parents, and the community to strengthen a learning environment focused on raising the achievement of all students and preparing them for success in college and career;* Dr. Meléndez read the Board's selected Mission Statement: *We assure well-rounded learning experiences, which prepare our students for success in college and career. We engage, inspire, and challenge all of our students to become productive citizens, ethical leaders, and positive contributors to our community, country, and a global society;* Dr. Meléndez read the Board's selected Acronyms: **SAUSD - Success, Achievement, United, Service, Dedication; WE CARE - Welcome, Excellence, Community, Accessible, Respectful, Ethical.** Dr. Meléndez read the District's Theme: **"Our Success, Our Passion"**.

Dr. Meléndez asked Mr. Juan Lopez, Associate Superintendent of Human Resources and Mr. Chad Hammitt, Assistant Superintendent of Personnel Services, to the lectern to introduce the new District administrators.

Dr. Meléndez had bittersweet news to share with the community. Mr. Juan Lopez, Associate Superintendent of Human Resources, is leaving SAUSD to become the new Superintendent of Val Verde Unified School District. Mr. Lopez joined the SAUSD family eight years ago as the Assistant Superintendent of Human Resources and four years ago, he was promoted to Associate Superintendent of Human Resources. She stated that Mr. Lopez has done a phenomenal job. His strong ethics, caring disposition, and educational knowledge have earned him the respect of District employee associations, staff, and community. Mr. Lopez was presented with a gift representing the District's sincere appreciation for his service and dedication. Board members thanked and wished Mr. Lopez the best as he begins a new chapter in his life.

Dr. Meléndez concluded her remarks by asking Mr. Lopez and Mr. Art Jimenez, Director of Constituency Services, to the lectern. Mr. Lopez has been the District's representative for Building Healthy Communities, the organization that promotes safety and wellness in the community. Mr. Jimenez will be the new representative. Mr. Lopez shared a brief update on the work SAUSD has been doing with the organization.

#### CHANGE IN ORDER OF AGENDA

Mr. Richardson received Board consensus to take Discussion Item 18.0.

#### 18.0 Valley High School June 16, 2012 Letter of Concern Article XVIII

Board President Richardson asked those wishing to address the Board on matters related to Discussion Item 18.0 to step to the lectern. Valley High teachers Meleah Dhenin, Veronica Lopez, Ben Vazquez, Judy Perderon, and Linn Lee, addressed the Board regarding the District's response to the Letter of Concern. The teachers were all thankful to the response and are encouraged with the progress so far. They believe the response demonstrates a positive step in the right direction and appreciate the District's ongoing efforts.

#### PRESENTATIONS

Orange County Department of Education Fourth Quarterly Report on Williams Settlement Legislation for Teacher Assignment Monitoring for Fiscal Year 2011-12

Board President Richardson asked Dr. Olsky, Ed.D., Deputy Superintendent, Chief Academic Officer, to step to the lectern. Dr. Olsky provided the report that showed one teacher vacancy and one teacher vacancy filled.

Opening of Schools - Elementary/Secondary Education 2012-13 School Year

President Richardson called Mr. Herman Mendez, Assistant Superintendent, Elementary Education and Ms. Dawn Miller, Assistant Superintendent, Secondary Education to step to the lectern. Mr. Mendez and Ms. Miller shared with the Board steps that have been taken to assure the successful opening of elementary and secondary schools for the 2012-13 school year. The report included student registration, facility status, staffing, and textbook distribution.

Common Core State Standards Implementation Update

Board President Richardson asked Dr. Olsky, Ed.D., Deputy Superintendent, Chief Academic Officer to step to the lectern. The information presented by Dr. Olsky is to keep the Board abreast of the District's implementation plans and recommendations for the Common Core State Standards for the 2012-13 school year.

Board President Richardson called for an intermission at 8:10 p.m.

Reconvene Board Meeting at 8:20 p.m.

PUBLIC PRESENTATIONS

Board President Richardson asked those wishing to address the Board on matters related to agenda items to step to the lectern. Valley High teachers Laura Pickrell and Jose Luis Pedroza addressed the Board regarding unity at Valley High School. Valley High parents Graciela Villalobos, Claudia Navarrete, and Regina Aguirre, addressed the Board regarding the positive changes, direction, and administrative support at Valley High School.

**1.0 APPROVAL OF CONSENT CALENDAR**

The following Action Item was removed from the Regular Agenda and will return to a future Board Meeting:

5.0 Adoption of Board Policy 6170.1 - Transitional Kindergarten

It was moved by Mr. Hernández, seconded by Dr. Noji, and carried 5-0, to approve the items on the Consent Calendar, as follows:

1.1 Approval of Minutes of Regular Board Meeting - July 24, 2012

1.2 Authorization to Award Contract for Implementation of a College and Career Readiness Key Performance Indicator Dashboard Project for 2012-13 School Year



- 1.3 Ratification of Second Amendment to Agreement No. FCI-SD-22 with Children and Families Commission of Orange County for 2012-13 and 2013-14 Program Years
- 1.4 Adoption of Resolution No. 12/13-2929 - Authorization of Contract for California State Preschool Program Funding for 2012-13 Program Year
- 1.5 Adoption of Resolution No. 12/13-2930 - Authorization of Contract for Pre-Kindergarten and Family Literacy Program Support for 2012-13 Program Year
- 1.6 Approval of California State Preschool Program - Philosophy, Goals, and Objectives
- 1.7 Approval of Contract for Head Start Funding for 2012-13 Program Year
- 1.8 Approval of Renewal of Service Agreement with The Regents of The University of California Center for Educational Partnerships Irvine Reading and Literature Project for 2012-13 School Year
- 1.9 Approval of Agreement with Orange County Department of Education to Participate in Inside The Outdoors School Program and Inside The Outdoors Field Program for 2012-13 School Year
- 1.10 Ratification of Memorandum of Understanding with Pearson Learning Teams and Heninger Elementary School for 2012-13 School Year
- 1.11 Approval of Cooperative Agreement with The Regents of The University of California Puente Project for 2012-13 School Year
- 1.12 Approval of Letter of Agreement with OneOC - Science@OC for 2012-13 School Year
- 1.13 Approval of Memorandum of Understanding with Orange County United Way for Participation in Destination Graduation Initiative Grant for 2012-13 School Year
- 1.14 Approval of Master Contracts and/or Individual Service Agreements with Nonpublic Schools and Agencies for Students with Disabilities for 2012-13 School Year
- 1.15 Approval of Agreement with Orange County Department of Education for Provision of Positive Behavioral Intervention and Supports and Violence Prevention Education Services for 2012-13 School Year
- 1.16 Approval to Continue Interagency Agreement with Orange County Department of Education for 2012-13 School Year
- 1.17 Approval of Agreement for Children's Hospital of Orange County Mobile Health Care Services for 2012-13 School Year

- 1.18 Approval of Memoranda of Understanding with Capistrano, Garden Grove, Newport Mesa, Orange, Placentia-Yorba Linda, and Tustin Unified School Districts for Deaf/Hard of Hearing Students for 2012-13 School Year
- 1.19 Ratification of Purchase Order Summary and Listing of Orders \$25,000 and Over for Period of July 11, 2012, through August 7, 2012
- 1.20 Ratification of Expenditure Summary and Warrant Listing for Period of July 11, 2012, through August 7, 2012
- 1.21 Approval/Ratification of Listing of Agreements/Contracts with Santa Ana Unified School District and Various Consultants Submitted for Period of July 11, 2012, through August 7, 2012
- 1.22 Approval of Disposal of Obsolete Unrepairable Computer Equipment, Miscellaneous Furniture, and Equipment
- 1.23 Adoption of Resolution No. 12/13-2936 - Authorizing Transfer of Funds from Special Reserve Fund for Non-Capital Outlay (Fund 17) to General Fund (Fund 01)
- 1.24 Approval of Facilities Use Agreement with Latino Health Access for Open School Yard Project at Roosevelt Elementary School
- 1.25 Authorization to Renew Competitively Bid Contract for 2012-13 Fiscal Year
- 1.26 Approval of License to Use Agreement with San Diego County Superintendent of Schools for Placement of Portable Buildings at Walker Elementary School for Migrant Education La Piñata Program
- 1.27 Approval of Substitute Subcontractor for Bid Package No. 1 General Construction - Concrete and Paving at Jefferson Elementary School Under Modernization Program
- 1.28 Approval of Substitute Subcontractor for Bid Package No. 1 General Construction - Paving at Jefferson Elementary School Under Modernization Program
- 1.29 Acceptance of Completion of Contract for Bid Package No. 1M General Construction at MacArthur Fundamental Intermediate School Under Modernization Program
- 1.30 Acceptance of Completion of Contract for Bid Package No. 13 Landscape and Irrigation at Santa Ana High School Under Overcrowding Relief Grant Program
- 1.31 Acceptance of Completion of Contract for Bid Package No. 9 Automatic Fire Sprinkler System at Willard Intermediate School Under Modernization Program

- 1.32 Approval of Student Teacher, Intern, and Fieldwork Agreements with Chapman University

**REGULAR AGENDA - ACTION ITEMS**

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

It was moved by Mr. Hernández, seconded by Mr. Richardson, and carried 5-0, to accept gifts in accordance with Board Policy (BP) 3290 - Gifts, Grants, and Bequests.

- 3.0 APPROVAL OF MISSION AND VISION STATEMENTS

Action on this item was taken earlier in the meeting.

- 4.0 RATIFICATION OF MEMORANDUM OF UNDERSTANDING WITH SANTA ANA UNIFIED SCHOOL DISTRICT, THINK TOGETHER, AND PROMISE NEIGHBORHOODS INITIATIVE PARTNERS FOR IMPLEMENTATION GRANT ROUND III, PENDING GRANT AWARD

It was moved by Mr. Palacio, seconded by Mr. Richardson, and carried 5-0, to ratify the Memorandum of Understanding (MOU) with Santa Ana Unified School District, THINK Together, and the Promise Neighborhoods Initiative Partners for Implementation Grant Round III, pending grant award.

- 5.0 ADOPTION OF BOARD POLICY 6170.1 - TRANSITIONAL KINDERGARTEN

This item was removed from the Agenda and will return to a future Board Meeting.

- 6.0 RATIFICATION OF MEMORANDUM OF UNDERSTANDING FOR SPECIAL SCHOOLS PROGRAM WITH ORANGE COUNTY DEPARTMENT OF EDUCATION FOR 2012-13 SCHOOL YEAR

It was moved by Mr. Richardson, seconded by Mr. Palacio, and carried 5-0, to ratify the Memorandum of understanding for Special Schools Program with Orange County Department of Education for the 2012-13 School Year.

- 7.0 ADMINISTRATIVE REGULATION 3515.2 - DISRUPTIONS (REVISED: FOR FIRST READING)

No action required.

- 8.0 ADOPTION OF RESOLUTION NO. 12/13-2935 - AUTHORIZING ISSUANCE OF SANTA ANA UNIFIED SCHOOL DISTRICT'S 2012 (MEASURE C) GENERAL OBLIGATION REFUNDING BONDS IN A PRINCIPAL AMOUNT NOT TO EXCEED \$20,000,000

It was moved by Mr. Richardson, seconded by Mr. Hernández, and carried 5-0, to adopt Resolution No. 12/13-2935 authorizing the issuance of the Santa Ana Unified School District's 2012 (Measure C) General Obligation Refunding Bonds in a principal amount not to exceed \$20,000,000.

9.0 BOARD POLICY 1330 - USE OF SCHOOL FACILITIES (REVISED: FOR ADOPTION)

It was moved by Dr. Yamagata-Noji, seconded by Mr. Palacio, and carried 5-0, to adopt Board Policy 1330 - Use of School Facilities.

10.0 ADMINISTRATIVE REGULATION 1330.1 - FACILITIES USE GUIDELINES AND RATE SCHEDULES (REVISED: FOR IMPLEMENTATION)

No action required.

11.0 ADOPTION OF RESOLUTION NO. 12/13-2937 - AUTHORIZING SUBMISSION OF APPLICATION(S) TO CALIFORNIA DEPARTMENT OF EDUCATION FOR QUALIFIED ZONE ACADEMY BONDS ELIGIBILITY AND FUNDING

It was moved by Mr. Richardson, seconded by Mr. Palacio, and carried 5-0, to adopt Resolution No. 12/13-2937 to authorize the District to submit an application for Qualified Zone Academy Bonds eligibility and funding for the best low cost financing opportunity.

12.0 AUTHORIZATION TO AWARD CONTRACTS FOR ARCHITECTURAL SERVICES FOR DEVELOPMENT OF PHASE II SOLAR PROJECTS DISTRICTWIDE

It was moved by Mr. Palacio, seconded by Mr. Richardson, and carried 5-0, to authorize staff to award contracts to NTD Architecture and PJHM Architects, Inc., for architectural services for Phase II Solar Projects Districtwide.

13.0 APPROVAL OF AMENDMENT TO BOND OVERSIGHT COMMITTEE BYLAWS

It was moved by Mr. Reyna, seconded by Mr. Richardson, and carried 5-0, to approve the amendment to the Bond Oversight Committee Bylaws as incorporated.

14.0 APPROVAL OF APPOINTMENT OF BOND OVERSIGHT COMMITTEE MEMBERS

It was moved by Mr. Richardson, seconded by Mr. Palacio, and carried 5-0, to appoint Bond Oversight Committee Members: Barbara Rooker, Carl Benninger, Laura Morfin, and Michael Schmitt.

15.0 APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN SANTA ANA UNIFIED SCHOOL DISTRICT AND SANTA ANA EDUCATORS' ASSOCIATION REGARDING K-8 SCHOOLS

It was moved by Mr. Richardson, seconded by Dr. Yamagata-Noji, and carried 5-0, to approve the Memorandum of Understanding between the Santa Ana Unified School District and the Santa Ana Educators' Association regarding the K-8 schools.

16.0 APPROVAL OF PERSONNEL CALENDAR

It was moved by Mr. Reyna, seconded by Mr. Hernández, and carried 5-0, to approve the Personnel Calendar.

17.0 APPROVAL TO CANCEL REGULAR MEETING OF BOARD OF EDUCATION ON NOVEMBER 27, 2012

It was moved by Mr. Richardson, seconded by Mr. Hernández, and carried 5-0, to approve the cancellation of regular meeting of the Board of Education scheduled for November 27, 2012.

18.0 REGULAR AGENDA - DISCUSSION ITEM

VALLEY HIGH SCHOOL JUNE 16, 2012 LETTER OF CONCERN ARTICLE XVIII

No action required; this item was discussed earlier in the meeting.

19.0 BOARD AND STAFF REPORTS/ACTIVITIES

Mr. Reyna

- Welcomed everyone back from a pleasant and long summer.
- Mentioned the Perfect Attendance Incentive Contest, reminded students to attend school every single day and at the end of the year, have an opportunity to win a new car.
- Stated that one of the best ways to make school a little more fun is to be engaged in after-school activities, sports or clubs.
- Parents read to you children or have them read to you.

Mr. Palacio

- Thanked staff for getting the new school year ready to go, appreciates all hard work in the preparation.

Dr. Yamagata-Noji

- Appreciated learning a lot during the two-day Management Advance Days.
- Thanked Mr. Mendez for setting up the Heart Strings Partnership Recognition Event with the Pacific Symphony on Sunday.
- Stated that the Construction Tour was great; what was good is to listen to the folks who took pride in their construction, design, safety, and making it very inviting.
- Thanked the leadership and staff for planning on the start-up for the school year.
- Acknowledged Dr. Meléndez's anniversary with SAUSD and the razor-like focus and a communicating a high-level of expectation, appreciates everything Dr. Meléndez's has done and where she has taken and will take the District.

Mr. Hernández

- Thanked Dr. Meléndez and the administration on handling several situations before the school year started.
- Appreciated meeting the new administrators.
- Deferred Action has had a great impact in this community; the District has handled it beautifully.
- Thanked the District for a tremendous undertaking in the opening of the new school year.

Mr. Richardson

- Thanked Dr. Rodriguez and Ms. Barden for the Common Core Standard presentation and the in-depth training for the CLAS teachers.
- Mentioned that on the 8<sup>th</sup> of September, there will be a tour for the Class of 1962.
- Mentioned that High School Inc., will have a small accreditation event at Valley High School tomorrow.

**REPORT OF ACTION TAKEN IN CLOSED SESSION**

By a vote of 5-0, the Board took action to approve the appointment of Richard J. Thomas to the position of Principal, Alternative Education.

**ADJOURNMENT**

There being no further business before the Board, the meeting was adjourned at 9:33 p.m.

The next Regular Meeting will be held on Tuesday, September 11, 2012, at 6:00 p.m.

ATTEST:

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

1 RESOLUTION NO. 12/13-2936

2 BOARD OF EDUCATION

3 SANTA ANA UNIFIED SCHOOL DISTRICT

4 ORANGE COUNTY, CALIFORNIA

5  
6 AUTHORIZING THE TRANSFER OF FUNDS FROM SPECIAL RESERVE FUND FOR  
7 NON-CAPITAL OUTLAY (FUND 17) TO GENERAL FUND (FUND 01)  
8

9 WHEREAS, the Administration is seeking authorization from the Board of  
10 Education for the transfer of funds from the Special Reserve Fund for Non-Capital  
11 Outlay (Fund 17) to General Fund (Fund 01); and

12 WHEREAS, the Board of Education authorizes the transfer of \$13.6 million  
13 from Fund 17 to Fund 01 to use as part of the 2012-13 Budget deficit solution; and

14 WHEREAS, currently Special Reserve Fund for Non-Capital Outlay (Fund 17) has  
15 approximately \$13.6 million in excess funds. It is expected the District will  
16 experience revenue deficits due to the State of California's continued budget  
17 issues, the Administration desires to transfer these funds through a funds  
18 transfer from Fund 17 to Fund 01. These funds will then be utilized as part of the  
19 2012-13 budget solution.

20 NOW, THEREFORE, BE IT RESOLVED: That the Board of Education hereby  
21 authorizes the transfer of \$13.6 million from Special Reserve Fund for Non-Capital  
22 Outlay (Fund 17) to General Fund (Fund 01).

23 Upon motion of Member Jose Hernandez and duly seconded, the foregoing  
24 Resolution was adopted by the following vote:

25  
26 AYES: Rob Richardson, Jose Hernandez, Audrey Yamagata-Noji  
27 John Palacio, and Roman Reyna

28 NOES:

29 ABSENT:

30 STATE OF CALIFORNIA )

31 ) SS:

32 COUNTY OF ORANGE )  
33  
34

35 I, Thelma Meléndez de Santa Ana, Secretary of the Governing Board, do hereby  
36 certify that the foregoing is a full, true, and correct copy of a resolution  
37 passed and adopted by the Board at a regularly called and conducted meeting held  
38 on said date

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40 WITNESSED my hand this 29 day of August, 2012.

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Thelma Meléndez de Santa Ana, Ph.D.,

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Secretary of the Governing Board

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Santa Ana Unified School District

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Santa Ana Unified School District  
 GIFTS RECOMMENDED FOR ACCEPTANCE - August 28, 2012

School:	Gift:	Amount:	Donor:	Used for:
Chief Communica- tions Office	2012 Chevy Sonic	\$20,000	The Long Family Foundation on behalf of Guaranty Chevrolet Mr. Bruce Hamlin Claremont, CA	High School Students Perfect Attendance Incentive Program
July 24, 2012 donations		\$20,000		
2012 Total donations	\$336,673	\$356,673		

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

RESOLUTION NO. 12/13-2935

BOARD OF EDUCATION

SANTA ANA UNIFIED SCHOOL DISTRICT

ORANGE COUNTY OF CALIFORNIA

AUTHORIZING THE ISSUANCE OF SANTA ANA UNIFIED SCHOOL DISTRICT 2012  
GENERAL OBLIGATION REFUNDING BONDS IN A PRINCIPAL AMOUNT NOT TO EXCEED  
\$20,000,000

WHEREAS, a duly called election was held in the Santa Ana Unified School District, Orange County, State of California (hereinafter referred to as the "District"), on November 2, 1999 and thereafter canvassed pursuant to law;

WHEREAS, at such election there was submitted to and approved by the requisite two-thirds vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for various purposes set forth in the ballot submitted to the voters, in the maximum principal amount of \$145,150,000 payable from the levy of an *ad valorem* tax against the taxable property in the District (the "Authorization");

WHEREAS, pursuant to the Authorization, the Board of Supervisors of Orange County issued on behalf of the District the \$38,000,000 Santa Ana Unified School District General Obligation Bonds, Election of 1999, Series 2002 (the "Series 2002 Bonds");

WHEREAS, pursuant to Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, the District is authorized to issue refunding bonds to currently refund the outstanding Series 2002 Bonds.

WHEREAS, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation refunding bonds of the District, and the indebtedness of the District, including the proposed issue of refunding bonds, is within all limits prescribed by law;

NOW, THEREFORE, THE BOARD OF THE SANTA ANA UNIFIED SCHOOL DISTRICT DOES HEREBY, RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

39           **Section 1. Purpose of Bonds.** To refund all or a portion of the outstanding  
40 Series 2000 Bonds and to pay all necessary legal, financial, and contingent costs  
41 in connection therewith, the District authorizes the issuance of its 2012 General  
42 Obligation Refunding Bonds (the "Refunding Bonds") in an amount not to exceed  
43 \$20,000,000. Additional costs authorized to be paid from the proceeds of the  
44 Refunding Bonds are all of the authorized costs of issuance set forth in Section  
45 53550(e) and (f) and Section 53587 of the Act as hereinafter defined.

46  
47           **Section 2. Terms and Conditions of Sale.** Pursuant to Government Code  
48 Section 53583(c)(2)(B) the Refunding Bonds shall be sold at a negotiated sale with  
49 an underwriter selected pursuant to a competitive bidding process upon the  
50 direction of the Superintendent of the District (the "Superintendent") or the  
51 Deputy Superintendent, Operations, of the District (the "Deputy Superintendent").  
52 The Refunding Bonds shall be sold pursuant to the terms and conditions set forth in  
53 the Purchase Contract, as described below.

54  
55           **Section 3. Engagement of Professional Services.** The Board of Education  
56 hereby approves the engagement of the firm of Stradling Yocca Carlson & Rauth, a  
57 Professional Corporation ("Bond Counsel") to serve as bond counsel to the District  
58 and hereby appoints the firm of Government Financial Strategies inc. (the  
59 "Financial Advisor") to act as the financial advisor for the District, in  
60 connection with the issuance of the Refunding Bonds. All fees and expenses payable  
61 to such firms shall be contingent upon and be payable only from proceeds of the  
62 Refunding Bonds.

63  
64           **Section 4. Approval of Bond Counsel Agreement.** The form of the Bond Counsel  
65 Agreement (the "Bond Counsel Agreement") by and between the District and Bond  
66 Counsel, substantially in the form on file with the Clerk of the Board, is hereby  
67 approved, and each of the President of the Board of Education of the District, the  
68 Superintendent, the Deputy Superintendent, and their written designees (each an  
69 "Authorized Officer") is hereby authorized and requested to execute and deliver  
70 such Bond Counsel Agreement, with such changes therein, deletions therefrom and  
71 modifications thereto as the Authorized Officer executing the Bond Counsel  
72 Agreement may approve, such approval to be conclusively evidenced by the execution  
73 and delivery thereof.

74  
75           **Section 5. Approval of Bond Purchase Contract.** The form of the Bond  
76 Purchase Contract (the "Purchase Contract") by and between the District and the

77 underwriting firm (the "Underwriter") submitting the lowest true interest cost bid  
78 to purchase the Refunding Bonds as calculated by the District's Financial Advisor,  
79 substantially in the form on file with the Clerk of the Board is hereby approved,  
80 and an Authorized Officer is hereby authorized to execute and deliver such Purchase  
81 Contract, with such changes therein, deletions therefrom and modifications thereto  
82 as the Authorized Officer executing the Purchase Contract may approve, such  
83 approval to be conclusively evidenced by the execution and delivery thereof by an  
84 Authorized Officer; provided, however, that the Underwriter's discount, excluding  
85 bond insurance premium (if any) and original issue discount or premium on the  
86 Refunding Bonds, shall not exceed 2% of the aggregate of principal amount of  
87 Refunding Bonds issued and the Refunding Bonds shall be issued only if the total  
88 net interest cost to maturity on the Refunding Bonds plus the principal amount of  
89 the Refunding Bonds does not exceed the total net interest cost to maturity plus  
90 the principal amount of the Refunded Bonds (defined below) and only if the net  
91 present value savings as a percentage of the Refunded Bonds is not less than 3%.  
92 Each Authorized Officer is further authorized to determine the specific maturities  
93 of Series 2002 Bonds to be refunded, the principal amount of the Refunding Bonds to  
94 be sold pursuant to the Purchase Contract, up to \$20,000,000 and to enter into and  
95 execute the Purchase Contract with the Underwriter, if the conditions set forth in  
96 this Resolution are satisfied.

97  
98 **Section 6. Certain Definitions.** As used in this Resolution, the terms set  
99 forth below shall have the meanings ascribed to them, unless otherwise provided in  
100 the Purchase Contract:

101  
102 (a) "Act" means Articles 9 and 11 of Chapter 3 of Part 1 of  
103 Division 2 of Title 5 of the California Government Code.

104 (b) "Authorized Officers" means the President of the Board of  
105 Education of the District, the Superintendent, the Deputy Superintendent, or any  
106 other person designated as an Authorized Officer of the District by a certificate  
107 of the District signed by the President of the Board of Education, Superintendent  
108 or Deputy Superintendent, Operations.

109 (c) "Board" means the Board of Education of the District.

110 (d) "Bond Insurer" means any insurance company which issues a  
111 municipal bond insurance policy insuring the payment of Denominational Amount and  
112 the Principal of and interest on any Refunding Bonds.

113 (e) "Bond Obligation" means, from time to time as of the date of  
114 calculation, the Principal Amount of the Refunding Bonds.

115 (f) "Bond Payment Date" means February 1 and August 1 of each year,  
116 or such other dates as set forth in the Purchase Contract, commencing on the date  
117 set forth in the Purchase Contract with respect to the interest on the Refunding  
118 Bonds and, with respect to the principal payments on the Refunding Bonds, as set  
119 forth in the Purchase Contract.

120 (g) "Bond Register" means the listing of names and addresses of the  
121 current registered owners of the debt, as maintained by the Paying Agent in  
122 accordance with Section 9 hereof.

123 (h) "Business Day" means a day which is not a Saturday, Sunday or a  
124 day on which banking institutions in the State or the State of New York and the New  
125 York Stock Exchange are authorized or required to be closed.

126 (i) "Code" means the Internal Revenue Code of 1986, as amended.

127 (j) "COI Custodian" means The Bank of New York Mellon Trust Company,  
128 N.A., as custodian for the costs of issuance for the Refunding Bonds.

129 (k) "Costs of Issuance" means all of the costs of issuing the  
130 Refunding Bonds, including, but not limited to, all printing and document  
131 preparation expenses in connection with this Resolution, the Refunding Bonds and  
132 any Official Statement pertaining to the Refunding Bonds and any and all other  
133 agreements, instruments, certificates or other documents prepared in connection  
134 therewith; financial advisory fees; underwriter's fees; rating agency fees;  
135 auditor's fees; legal fees and expenses of counsel with respect to the financing;  
136 the initial fees and expenses of the Paying Agent; fees for credit enhancement  
137 relating to the Refunding Bonds; and other fees and expenses incurred in connection  
138 with the issuance of the Refunding Bonds, to the extent such fees and expenses are  
139 approved by the District.

140 (l) "County" means County of Orange, California.

141 (m) "Date of Issuance" means the date on which the Refunding Bonds  
142 are issued by the District.

143 (n) "Depository" means the securities depository acting as Depository  
144 pursuant to Section 7(c) hereof.

145 (o) "District" means the Santa Ana Unified School District.

146 (p) "DTC" means The Depository Trust Company, New York, New York, a  
147 limited purpose trust company organized under the laws of the State of New York in  
148 its capacity as securities depository for the Refunding Bonds.

149 (q) "Escrow Agreement" means the Escrow Agreement relating to the  
150 Refunded Bonds by and between the District and The Bank of New York Mellon Trust  
151 Company, N.A., as escrow bank, or any successor escrow bank thereunder.

152 (r) "Escrow Bank" means The Bank of New York Mellon Trust Company,  
153 N.A., or such other institution appointed by the District as set forth in a  
154 certificate of an Authorized Officer.

155 (s) "Escrow Fund" means the Escrow Fund established under the Escrow  
156 Agreement.

157 (t) "Federal Securities" means (i) State and Local Government Series  
158 issued by the United States Treasury ("SLGS"); (ii) United States Treasury bills,  
159 notes, and bonds, as traded on the open market; (iii) Zero Coupon United States  
160 Treasury Bonds; and (iv) Refcorp Interest Strips (stripped by the Federal Reserve  
161 Bank of New York).

162 (u) "Information Services" means national information services that  
163 disseminate securities redemption notices; or, in accordance with then-current  
164 guidelines of the Securities and Exchange Commission, such other services providing  
165 information with respect to called bonds as the District and the Paying Agent or as  
166 the Paying Agent may select.

167 (v) "Nominee" means the nominee of the Depository, which may be the  
168 Depository, as determined from time to time pursuant to Section 7(c) hereof.

169 (w) "Official Statement" means the Official Statement prepared by the  
170 District to be delivered to purchasers of the Refunding Bonds.

171 (x) "Outstanding," when used with reference to the Refunding Bonds,  
172 means, as of any date, Refunding Bonds theretofore issued or thereupon being issued  
173 under this Resolution except:

174 (i) Refunding Bonds canceled at or prior to such date;

175 (ii) Refunding Bonds in lieu of or in substitution for which  
176 other refunding bonds shall have been delivered pursuant to this Resolution; or

177 (iii) Refunding Bonds for the payment or redemption of which  
178 funds or Federal Securities in the necessary amount shall have been set aside  
179 (whether on or prior to the maturity or redemption date of such Refunding Bonds),  
180 in accordance with Section 19 of this Resolution.

181 (y) "Owner" means the registered owner of a Refunding Bond as set  
182 forth on the registration books maintained by the Paying Agent pursuant to Section  
183 9 hereof.

184 (z) "Participants" means those broker-dealers, banks and other  
185 financial institutions from time to time for which the Depository holds book-entry  
186 certificates as securities depository.

187 (aa) "Paying Agent" means The Bank of New York Mellon Trust Company,  
188 N.A., or such other institution that the Superintendent shall appoint to serve as  
189 paying agent for the Refunding Bonds.

190 (bb) "Paying Agent Agreement" means the Agreement to provide Paying  
191 Agent services relating to the Refunding Bonds by and between the District and The  
192 Bank of New York Mellon Trust Company, N.A., as paying agent, or any successor  
193 paying agent thereunder.

194 (cc) "Principal" or "Principal Amount" means, with respect to any  
195 Refunding Bond, the principal or principal amount thereof.

196 (dd) "Purchase Contract" means the Bond Purchase Contract by and  
197 between the District and the Underwriter relating to the Refunding Bonds.

198 (ee) "Record Date" means, with respect to the Refunding Bonds, the  
199 close of business on the fifteenth day of the month preceding each Bond Payment  
200 Date, whether or not such day is a Business Day.

201 (ff) "Refunded Bonds" means the outstanding Series 2002 Bonds  
202 designated in the Escrow Agreement as the Series 2002 Bonds to be refunded with a  
203 portion of the proceeds of the Refunding Bonds.

204 (gg) "Refunding Bonds" means the 2012 General Obligation Refunding  
205 Bonds issued pursuant to the terms of this Resolution.

206 (hh) "Refunding Term Bonds" means those Refunding Bonds for which  
207 mandatory sinking fund redemption dates have been established in accordance with  
208 the Purchase Contract, as applicable.

209 (ii) "Securities Depositories" means The Depository Trust Company, 55  
210 Water Street, New York, New York 10041, Attn: Redemption Area, Facsimile  
211 transmission: (212) 855 7232, (212) 855 7233, or such other securities  
212 depositories as are designated by the District or the Paying Agent and whose  
213 business is to perform the functions of a clearing agency with respect to exempted  
214 securities, as defined in Section 3(a)(12) of the Securities Exchange Act of 1934,  
215 and who is registered as a clearing agency under Section 17A of the Act;

216 (jj) "Tax Certificate" means the certificate by that name executed by  
217 the District on the Date of Issuance.

218 (kk) "Transfer Amount" means, with respect to any Outstanding  
219 Refunding Bond, the aggregate Principal Amount thereof.

220 (ll) "Underwriter" means the underwriting firm that executes the  
221 Purchase Contract.

222  
223 **Section 7. Terms of the Refunding Bonds.**  
224

225 (a) Denomination, Interest, Dated Dates. The Refunding Bonds shall  
226 be issued in fully registered form as to both principal and interest, in the  
227 denominations of \$5,000 Principal Amount or any integral multiple thereof.

228           The Refunding Bonds shall mature in the years, be issued in the amounts and  
229 bear interest at the rates set forth in the Purchase Contract. Interest on  
230 Refunding Bonds shall be computed on the basis of a 360-day year consisting of  
231 twelve 30-day months. Each Refunding Bond shall be dated its Date of Issuance (or  
232 such other date designated in the Purchase Contract) and shall bear interest from  
233 the Bond Payment Date next preceding the date of authentication thereof unless it  
234 is authenticated as of a day during the period from the 16th day of the month next  
235 preceding any Bond Payment Date to that Bond Payment Date, inclusive, in which  
236 event it shall bear interest from such Bond Payment Date, or unless it is  
237 authenticated on or before the first Record Date, in which event it shall bear  
238 interest from the Date of Issuance (or such other date designated in the Purchase  
239 Contract) provided, however, that, if at the time of registration of any Refunding  
240 Bond interest with respect thereto is in default, interest with respect thereto  
241 shall be payable from the Bond Payment Date to which interest has previously been  
242 paid or made available for payment.

243  
244           Principal and interest on the Refunding Bonds shall be paid in accordance  
245 with Section 10 below.

246           The Refunding Bonds shall mature not later than the last maturity of the  
247 Refunded Bonds.

248           (b) Redemption.

249           (i) Terms of Redemption. The Refunding Bonds shall be subject to  
250 redemption prior to maturity as provided in the Purchase Contract.

251           (ii) Selection of Refunding Bonds for Redemption. Whenever provision  
252 is made in this Resolution for the redemption of Refunding Bonds and less than all  
253 Outstanding Refunding Bonds are to be redeemed, the Paying Agent, upon written  
254 instruction from the District, shall select Refunding Bonds for redemption in  
255 accordance with such written instructions. Within a maturity, the Paying Agent  
256 shall select Refunding Bonds for redemption by lot. Redemption by lot shall be in  
257 such manner as the Paying Agent shall determine; provided, however, that the  
258 portion of any Refunding Bond to be redeemed in part shall be in the Principal  
259 Amount of \$5,000 or any integral multiple thereof.

260           (iii) Notice of Redemption. When redemption is authorized or required  
261 pursuant to Section 7(b)(i) hereof, the Paying Agent shall give notice (a  
262 "Redemption Notice") of the redemption of the Refunding Bonds to the Depository in  
263 accordance with its required procedures, or if the Refunding Bonds are no longer  
264 held in book-entry form in accordance with Section 7(c) below, by first class mail,  
265 postage prepaid to each Owner of the Refunding Bonds at the addresses appearing on



266 the Bond registration books, in each case at least 30 but not more than 60 days  
267 prior to the redemption date. In the case of any optional redemption, the Paying  
268 Agent shall mail a notice of redemption only following receipt of written  
269 instructions from the District to mail such notice. Such Redemption Notice shall  
270 specify: (a) the Refunding Bonds or designated portions thereof (in the case of  
271 redemption of the Refunding Bonds in part but not in whole) which are to be  
272 redeemed, (b) the date of redemption, (c) the place or places where the redemption  
273 will be made, including the name and address of the Paying Agent, (d) the  
274 redemption price, (e) the CUSIP numbers (if any) assigned to the Refunding Bonds to  
275 be redeemed, (f) the numbers of the Refunding Bonds to be redeemed in whole or in  
276 part and, in the case of any Refunding Bond to be redeemed in part only, the  
277 Principal Amount of such Refunding Bond to be redeemed, and (g) the original issue  
278 date, interest rate and stated maturity date of each Refunding Bond to be redeemed  
279 in whole or in part. Such Redemption Notice shall further state that on the  
280 specified date there shall become due and payable upon each Refunding Bond or  
281 portion thereof being redeemed the redemption price thereof, together with the  
282 interest accrued to the redemption date, and that from and after the redemption  
283 date, interest with respect thereto shall cease to accrue. Such Redemption Notice  
284 (and related notices) may state that no representation is made as to the accuracy  
285 or correctness of the CUSIP numbers printed thereon or on the Refunding Bonds.  
286

287 In case of the redemption as permitted herein of all the Refunding  
288 Bonds of any one maturity then Outstanding, notice of redemption shall be given by  
289 mailing as herein provided, except that the Redemption Notice need not specify the  
290 serial numbers of the Refunding Bonds of such maturity.  
291

292 Any Redemption Notice for an optional redemption of the Refunding Bonds  
293 delivered in accordance with this section may be conditional, and, if any condition  
294 stated in the Redemption Notice shall not have been satisfied on or prior to the  
295 redemption date: (i) the Redemption Notice shall be of no force and effect, (ii)  
296 the District shall not be required to redeem such Refunding Bonds, (iii) the  
297 redemption shall not be made, and (iv) the Paying Agent shall within a reasonable  
298 time thereafter give notice to the persons in the manner in which the conditional  
299 Redemption Notice was given that such condition or conditions were not met and that  
300 the redemption was canceled.  
301

302           Neither failure to receive nor any defect in any such Redemption Notice  
303 so given shall affect the sufficiency of the proceedings for the redemption of the  
304 affected Refunding Bonds.

305           (iv) Additional Notice. In addition to the Redemption Notice given  
306 pursuant to Section 7(b)(iii), further notice shall be given by the Paying Agent as  
307 set out below, but no defect in said further notice nor any failure to give all or  
308 any portion of such further notice shall in any manner defeat the effectiveness of  
309 a call for redemption if notice thereof is given as above prescribed.

310  
311           Each further notice of redemption shall be sent at least thirty  
312 (30) days before the redemption date by registered or certified mail or overnight  
313 delivery service, or in such other manner as is approved by the recipient of such  
314 notice, to each of the Securities Depositories which are then in the business of  
315 holding substantial amounts of obligations of types comprising the Refunding Bonds  
316 and to one or more of the Information Services that disseminate notice of  
317 redemption of obligations similar to the Refunding Bonds or, alternatively, such  
318 notice may be delivered in accordance with the then-current guidelines of the  
319 Securities and Exchange Commission, or to such other securities depositories and  
320 services providing information on called bonds, or such securities depositories and  
321 services, as the District may designate in a certificate delivered to the Paying  
322 Agent.

323           Upon the payment of the redemption price of Refunding Bonds being  
324 redeemed, each check or other transfer of funds issued for such purpose shall bear  
325 the CUSIP number identifying, by issue and maturity, the Refunding Bonds being  
326 redeemed with the proceeds of such check or other transfer.

327  
328           (v) Partial Redemption of Refunding Bonds. Upon the surrender  
329 of any Refunding Bond redeemed in part only, the Paying Agent shall execute and  
330 deliver to the Owner thereof a new Refunding Bond or Refunding Bonds of like tenor  
331 and maturity and of authorized denominations equal in Transfer Amount to the  
332 unredeemed portion of the Refunding Bond surrendered. Such partial redemption  
333 shall be valid upon payment of the amount required to be paid to such Owner, and  
334 the District shall be released and discharged thereupon from all liability to the  
335 extent of such payment.

336  
337           (vi) Effect of Notice of Redemption. Notice having been given  
338 as aforesaid, and the moneys for the redemption (including the interest to the  
339 applicable date of redemption) having been set aside in the District's Debt Service

340 Fund, the Refunding Bonds to be redeemed shall become due and payable on such date  
341 of redemption.

342 If on such redemption date, money for the redemption of all the  
343 Refunding Bonds to be redeemed as provided in Section 7(b) hereof, together with  
344 interest accrued to such redemption date, shall be held by the Paying Agent so as  
345 to be available therefor on such redemption date, and if notice of redemption  
346 thereof shall have been given as aforesaid, then from and after such redemption  
347 date, interest with respect to the Refunding Bonds to be redeemed shall cease to  
348 accrue and become payable. All money held by or on behalf of the Paying Agent for  
349 the redemption of Refunding Bonds shall be held in trust for the account of the  
350 Owners of the Refunding Bonds so to be redeemed.

351  
352 All Refunding Bonds paid at maturity or redeemed prior to  
353 maturity pursuant to the provisions of this Section 7 shall be cancelled upon  
354 surrender thereof and be delivered to or upon the order of the District. All or  
355 any portion of a Refunding Bond purchased by the District shall be cancelled by the  
356 Paying Agent.

357 (vii) Refunding Bonds No Longer Outstanding. When any Refunding  
358 Bonds (or portions thereof), which have been duly called for redemption prior to  
359 maturity under the provisions of this Resolution, or with respect to which  
360 irrevocable instructions to call for redemption prior to maturity at the earliest  
361 redemption date have been given to the Paying Agent, in form satisfactory to it,  
362 and sufficient moneys shall be held by the Paying Agent irrevocably in trust for  
363 the payment of the redemption price of such Refunding Bonds or portions thereof,  
364 including any accrued interest with respect thereto to the date fixed for  
365 redemption, all as provided in this Resolution, then such Refunding Bonds shall no  
366 longer be deemed Outstanding and shall be surrendered to the Paying Agent for  
367 cancellation on the applicable redemption date.

368  
369 (c) Book-Entry System.

370 (i) Except as provided below, the registered owner of all of the  
371 Refunding Bonds shall be The Depository Trust Company, New York, New York ("DTC").  
372 The Refunding Bonds shall be initially executed and delivered in the form of a  
373 single, fully registered Refunding Bond for each maturity (which may be  
374 typewritten). Upon initial execution and delivery, as provided for herein, the  
375 ownership of such Refunding Bond shall be registered in the Bond Register in the  
376 name of Cede & Co., as nominee of The Depository Trust Company, New York, New York,  
377 and its successors and assigns. Except as hereinafter provided, all of the

378 outstanding Refunding Bonds shall be registered in the Bond Register in the name of  
379 the nominee of the Depository, which may be the Depository, as determined from time  
380 to time pursuant to this Section 7(c) (the "Nominee"). Each Refunding Bond  
381 certificate shall bear a legend substantially to the following effect: "UNLESS  
382 THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TO THE  
383 BOND REGISTRAR FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND  
384 ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS  
385 REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS  
386 MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED  
387 REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR  
388 VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER  
389 HEREOF, CEDE & CO., HAS AN INTEREST HEREIN."  
390

391           With respect to the Refunding Bonds registered in the Bond  
392 Register in the name of the Nominee, neither the District nor the Paying Agent  
393 shall have any responsibility or obligation to any broker-dealers, banks and other  
394 financial institutions from time to time for which the Depository holds Refunding  
395 Bonds as securities depository (the "Participant") or to any person on behalf of  
396 which such a Participant holds an interest in the Refunding Bonds. Without  
397 limiting the immediately preceding sentence, neither the District nor the Paying  
398 Agent shall have any responsibility or obligation (unless the District is at such  
399 time the Depository) with respect to (a) the accuracy of the records of the  
400 Depository, the Nominee, or any Participant with respect to any ownership interest  
401 in the Refunding Bonds, (b) the delivery to any Participant or any other person,  
402 other than an Owner of a Refunding Bond as shown in the Bond Register, of any  
403 notice with respect to the Refunding Bonds, including any notice of redemption,  
404 (c) the selection by the Depository and its Participants of the beneficial  
405 interests in the Refunding Bonds to be redeemed in the event the District redeems  
406 the Refunding Bonds in part, or (d) the payment to any Participant or any other  
407 person, other than an Owner of a Refunding Bond as shown in the Bond Register, of  
408 any amount with respect to Principal of or interest on the Refunding Bonds. The  
409 District and the Paying Agent may treat and consider the person in whose name each  
410 Refunding Bond is registered in the Bond Register as the holder and absolute owner  
411 of such Refunding Bond for the purpose of payment of Principal and interest with  
412 respect to such Refunding Bond, for the purpose of giving notices of redemption, if  
413 applicable, and other matters with respect to such Refunding Bond, for the purpose  
414 of registering transfers with respect to such Refunding Bond, and for all other  
415 purposes whatsoever. The Paying Agent shall pay all Principal of and interest on

416 the Refunding Bonds only to or upon the order of the respective Owner of the  
417 Refunding Bond, as shown in the Bond Register, or his respective attorney duly  
418 authorized in writing, and all such payments shall be valid and effective to fully  
419 satisfy and discharge the District's obligations with respect to payment of  
420 Principal of and interest on the Refunding Bonds to the extent of the sum or sums  
421 so paid. No person other than an Owner of a Refunding Bond, as shown in the Bond  
422 Register, shall receive a Refunding Bond evidencing the obligation of the District  
423 to make payments of Principal and interest on the Refunding Bonds. Upon delivery  
424 by the Depository to the Paying Agent, and the District of written notice to the  
425 effect that the Depository has determined to substitute a new nominee in place of  
426 the Nominee, and subject to the provisions herein with respect to Record Dates, the  
427 word "Nominee" in this Resolution shall refer to such substitute nominee of the  
428 Depository.

429 (ii) In order to qualify the Refunding Bonds for the  
430 Depository's book-entry system, the District has executed and delivered to the  
431 Depository a Representation Letter. The execution and delivery of the  
432 Representation Letter shall not in any way limit the provisions of this Section or  
433 in any other way impose upon the District any obligation whatsoever with respect to  
434 persons having interests in the Refunding Bonds other than the Owners of the  
435 Refunding Bonds, as shown on the Bond Register. In addition, to the execution and  
436 delivery of the Representation Letter, the District shall take such other actions,  
437 not inconsistent with this Resolution, as are reasonably necessary to qualify the  
438 Refunding Bonds for the Depository's book-entry program.

439 (iii) If at any time the Depository notifies the District that it  
440 is unwilling or unable to continue as Depository with respect to the Refunding  
441 Bonds or if at any time the Depository shall no longer be registered or in good  
442 standing under the Securities Exchange Act or other applicable statute or  
443 regulation and a successor Depository is not appointed by the District within 90  
444 days after the District receives notice or become aware of such condition, as the  
445 case may be, subsection (a) hereof shall no longer be applicable and the District  
446 shall issue certificated securities representing the Refunding Bonds as provided  
447 below. In addition, the District may determine at any time that the Refunding  
448 Bonds shall no longer be represented by book-entry securities and that the  
449 provisions of subsection (a) hereof shall no longer apply to the Refunding Bonds.  
450 In any such event, the District shall execute and deliver certificates representing  
451 the Refunding Bonds as provided below. Refunding Bonds issued in exchange for  
452 book-entry securities pursuant to this subsection (c) shall be registered in such  
453 names and delivered in such denominations as the Depository shall instruct the

454 District. The District shall deliver such certificated securities representing the  
455 Refunding Bonds to the persons in whose names such Bonds are so registered.

456 If the District determines to replace the Depository with another  
457 qualified securities depository, the District shall prepare or cause to be prepared  
458 new fully-registered book-entry securities for each of the maturities of the  
459 Refunding Bonds, registered in the name of such successor or substitute securities  
460 depository or its nominee, or make such other arrangements as are acceptable to the  
461 District and such securities depository and not inconsistent with the terms of this  
462 Resolution.

463 Notwithstanding any other provisions of this Resolution to the  
464 contrary, so long as any Refunding Bond is registered in the name of the Nominee,  
465 all payments with respect to Principal of, and interest on such Refunding Bond and  
466 all notices with respect to such Refunding Bond shall be made and given,  
467 respectively, as provided in the Representation Letter or as otherwise instructed  
468 by the Depository and acceptable to the District.

469 (d) The initial Depository under Section 7(c) shall be DTC. The  
470 initial Nominee shall be Cede & Co., as Nominee of DTC.

471  
472 **Section 8. Execution of Bonds.** The Refunding Bonds shall be signed by the  
473 President of the Board of Education of the District and the Clerk of such Board of  
474 Education by their manual or facsimile signatures each in their official  
475 capacities. In case any one or more of the officers who shall have signed any of  
476 the Refunding Bonds shall cease to be such officer before the Refunding Bonds so  
477 signed and sealed shall have been issued by the District, such Refunding Bonds may,  
478 nevertheless, be issued, as herein provided, as if the persons who signed such  
479 Refunding Bonds had not ceased to hold such offices. No Refunding Bond shall be  
480 valid or obligatory for any purpose or shall be entitled to any security or benefit  
481 under this Resolution unless and until the certificate of authentication printed on  
482 the Refunding Bond is signed by the Paying Agent as authenticating agent.  
483 Authentication by the Paying Agent shall be conclusive evidence that the Refunding  
484 Bond so authenticated has been duly issued, signed and delivered under this  
485 Resolution and is entitled to the security and benefit of this Resolution.

486  
487 **Section 9. Paying Agent; Transfer and Exchange.** This Board does hereby  
488 appoint The Bank of New York Mellon Trust Company, N.A. to act as the  
489 authenticating agent, paying agent and transfer agent for the Refunding Bonds and  
490 authorizes The Bank of New York Mellon Trust Company, N.A. to perform the duties of  
491 the paying agent under the Paying Agent Agreement. Each of the Authorized

492 Officers, acting alone, is authorized to execute the Paying Agent Agreement in the  
493 form and substance satisfactory to the Authorized Officer executing the same. The  
494 District may at any time, with or without cause, remove the current Paying Agent  
495 and appoint a replacement.

496  
497 So long as any of the Refunding Bonds remain Outstanding, the District will  
498 cause the Paying Agent to maintain and keep at its principal office all books and  
499 records necessary for the registration, exchange and transfer of the Refunding  
500 Bonds as provided in this Section. Subject to the provisions below, the person in  
501 whose name a Refunding Bond is registered on the Bond Register shall be regarded as  
502 the absolute owner of that Refunding Bond for all purposes of this Resolution.  
503 Payment of or on account of the Principal of and interest on any Refunding Bond  
504 shall be made only to or upon the order of that person; neither the District nor  
505 the Paying Agent shall be affected by any notice to the contrary, but the  
506 registration may be changed as provided in this Section. All such payments shall  
507 be valid and effectual to satisfy and discharge the District's liability upon the  
508 Refunding Bonds, including interest, to the extent of the amount or amounts so  
509 paid.

510 Any Refunding Bond may be exchanged for Refunding Bonds of like tenor,  
511 maturity and Transfer Amount upon presentation and surrender at the principal  
512 office of the Paying Agent designated for such purpose, together with a request for  
513 exchange signed by the Owner or by a person legally empowered to do so in a form  
514 satisfactory to the Paying Agent. A Refunding Bond may be transferred on the Bond  
515 Register only upon presentation and surrender of the Refunding Bond at the  
516 principal office of the Paying Agent designated for such purpose together with an  
517 assignment executed by the Owner or by a person legally empowered to do so in a  
518 form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent  
519 shall complete, authenticate and deliver a new Refunding Bond or Refunding Bonds of  
520 like tenor and of any authorized denomination or denominations requested by the  
521 Owner equal to the Transfer Amount of the Refunding Bond surrendered and bearing  
522 interest at the same rate and maturing on the same date.

523  
524 If manual signatures on behalf of the District are required in connection  
525 with an exchange or transfer, the Paying Agent shall undertake the exchange or  
526 transfer of Refunding Bonds only after the new Refunding Bonds are signed by the  
527 authorized officers of the District specified in Section 8 above. In all cases of  
528 exchanged or transferred Refunding Bonds, the District shall sign and the Paying  
529 Agent shall authenticate and deliver Refunding Bonds in accordance with the

530 provisions of this Resolution. All fees and costs of transfer shall be paid by the  
531 requesting party. Those charges may be required to be paid before the procedure is  
532 begun for the exchange or transfer. All Refunding Bonds issued upon any exchange  
533 or transfer shall be valid obligations of the District, evidencing the same debt,  
534 and entitled to the same security and benefit under this Resolution as the  
535 Refunding Bonds surrendered upon that exchange or transfer.

536  
537 Any Refunding Bond surrendered to the Paying Agent for payment, retirement,  
538 exchange, replacement or transfer shall be cancelled by the Paying Agent. The  
539 District may at any time deliver to the Paying Agent for cancellation any  
540 previously authenticated and delivered Refunding Bonds that the District may have  
541 acquired in any manner whatsoever, and those Refunding Bonds shall be promptly  
542 cancelled by the Paying Agent. Written reports of the surrender and cancellation  
543 of Refunding Bonds shall be made to the District by the Paying Agent at least twice  
544 each calendar year. The cancelled Refunding Bonds shall be retained for a period  
545 of time and then returned to the District or destroyed by the Paying Agent as  
546 directed by the District.

547  
548 Neither the District nor the Paying Agent will be required (a) to issue or  
549 transfer any Refunding Bonds during a period beginning with the opening of business  
550 on the 15th business day next preceding any date of selection of Refunding Bonds to  
551 be redeemed and ending with the close of business on the day on which the  
552 applicable notice of redemption is given or (b) to transfer any Refunding Bonds  
553 which have been selected or called for redemption in whole or in part.

554  
555 In case any Refunding Bond secured hereby shall become mutilated or  
556 destroyed, stolen or lost, the Paying Agent shall cause to be executed and  
557 authenticated a new Refunding Bond of like date and tenor in exchange and  
558 substitution for and upon the cancellation of such mutilated Refunding Bond or in  
559 lieu of and in substitution for such Refunding Bond mutilated, destroyed, stolen or  
560 lost, upon the Owner's paying the reasonable expenses and charges in connection  
561 therewith, and, in the case of a Refunding Bond destroyed, stolen or lost, such  
562 Owner's filing with the Paying Agent and the District of evidence satisfactory to  
563 them that such Refunding Bond was destroyed, stolen or lost, and/or such Owner's  
564 ownership thereof in furnishing the Paying Agent and District with indemnity  
565 satisfactory to each of them.

566



567 Any new Refunding Bonds issued pursuant to this Section 9 in substitution for  
568 Refunding Bonds alleged to be destroyed, stolen or lost shall constitute original  
569 additional contractual obligations on the part of the District, whether or not the  
570 Refunding Bonds so alleged to be destroyed, stolen or lost are at any time  
571 enforceable by anyone, and shall be equally secured by and entitled to equal and  
572 proportionate benefits with all other Refunding Bonds issued under this Resolution  
573 in any moneys or securities held by the Paying Agent for the benefit of the Owners  
574 of the Refunding Bonds.

575  
576 **Section 10. Payment.** Payment of interest on any Refunding Bond on any Bond  
577 Payment Date shall be made to the person appearing on the Bond Register as the  
578 Owner thereof as of the Record Date immediately preceding such Bond Payment Date,  
579 such interest to be paid by check mailed to such Owner on the Bond Payment Date at  
580 his address as it appears on such registration books or at such other address as he  
581 may have filed with the Paying Agent for that purpose on or before the Record Date.  
582 The Owner in an aggregate Principal Amount of \$1,000,000 or more may request in  
583 writing to the Paying Agent that such Owner be paid interest by wire transfer to  
584 the bank and account number on file with the Paying Agent as of the Record Date.  
585 The Principal, and redemption premiums, if any, payable on the Refunding Bonds  
586 shall be payable upon maturity or redemption upon surrender at the designated  
587 office of the Paying Agent. The interest, Principal and redemption premiums, if  
588 any, on the Refunding Bonds shall be payable in lawful money of the United States  
589 of America. The Paying Agent is hereby authorized to pay the Refunding Bonds when  
590 duly presented for payment at maturity, and to cancel all Refunding Bonds upon  
591 payment thereof.

592  
593 **Section 11. Form of Refunding Bonds.** The Refunding Bonds shall be in  
594 substantially the following form, allowing those officials executing the Refunding  
595 Bonds to make the insertions and deletions necessary to conform the Refunding Bonds  
596 to this Resolution or the Purchase Contract, as applicable, and the Official  
597 Statement and to correct any defect inconsistent or provision therein or to cure  
598 any ambiguity or omission therein.

599  
600  
601  
602  
603  
604

(Form of Face of Refunding Bond)

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TO THE BOND REGISTRAR FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

REGISTERED  
NO.

REGISTERED

\$

SANTA ANA UNIFIED SCHOOL DISTRICT  
(COUNTY OF ORANGE, CALIFORNIA)

2012 GENERAL OBLIGATION REFUNDING BOND

INTEREST RATE:                      MATURITY DATE:                      DATED AS OF:                      CUSIP:  
\_\_\_\_\_ %                      \_\_\_\_\_ / \_\_\_\_\_

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The Santa Ana Unified School District (the "District") in County of Orange, California (the "County"), for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on February 1 and August 1 of each year (the "Bond Payment Dates"), commencing February 1, 2013. This bond is a bond of the District and will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before January 15, 2013, in which event it shall bear interest from the Date of Issuance. Principal and interest are payable in lawful money of the United States of America, without

641 deduction for the paying agent services, to the person in whose name this bond (or,  
642 if applicable, one or more predecessor bonds) is registered (the "Registered  
643 Owner") on the register (the "Register") maintained by the Paying Agent, initially  
644 The Bank of New York Mellon Trust Company, N.A.. Principal is payable upon  
645 presentation and surrender of this bond at the designated office of the Paying  
646 Agent. Interest is payable by check mailed by the Paying Agent on each Bond  
647 Payment Date to the Registered Owner of this bond (or one or more predecessor  
648 bonds) as shown and at the address appearing on the Register at the close of  
649 business on the 15th day of the calendar month next preceding that Bond Payment  
650 Date (the "Record Date"). The Owner of Refunding Bonds in the aggregate principal  
651 amount of \$1,000,000 or more may request in writing to the Paying Agent that the  
652 Owner be paid interest by wire transfer to the bank and account number on file  
653 with the Paying Agent as of the Record Date.

654  
655 It is certified and recited that all acts and conditions required by the  
656 Constitution and laws of the State of California to exist, to occur and to be  
657 performed or to have been met precedent to and in the issuing of the bonds in order  
658 to make them legal, valid and binding general obligations of the District, have  
659 been performed and have been met in regular and due form as required by law; that  
660 payment in full for the bonds has been received; that no statutory or  
661 constitutional limitation on indebtedness or taxation has been exceeded in issuing  
662 the bonds; and that due provision has been made for levying and collecting ad  
663 valorem property taxes on all of the taxable property within the District in an  
664 amount sufficient to pay principal and interest on the bonds when due.

665  
666 This bond shall not be valid or obligatory for any purpose and shall not be  
667 entitled to any security or benefit under the Bond Resolution (described below)  
668 until the Certificate of Authentication below has been signed.

669  
670 This bond is one of an authorization of bonds issued by the Santa Ana Unified  
671 School District pursuant to Articles 9 and 11 of Chapter 3 of Part 1 of Division 2  
672 of Title 5 of the California Government Code (the "Act") in the principal amount of  
673 \$\_\_\_\_\_ for the purpose of refunding all of the outstanding Santa Ana Unified  
674 School District (Orange County, California) General Obligation Bonds, Election  
675 1999, Series 2002, and to pay all necessary legal, financial, and contingent costs  
676 in connection therewith. The bonds are being issued under authority of and  
677 pursuant to the Act, the laws of the State of California, and the resolution of the  
678 Board of Education of the District adopted on Aug. 28, 2012 (the "Bond

679 Resolution"). This bond and the issue of which this bond is one are payable as to  
680 both principal and interest from the proceeds of the levy of *ad valorem* taxes on  
681 all property subject to such taxes in the District, which taxes are unlimited as to  
682 rate or amount. The bonds of this issue are general obligation bonds of the  
683 District. The bonds will be secured by the *ad valorem* taxes on a parity with the  
684 other general obligation bonds of the District that remain outstanding.


685  
686 This bond is exchangeable and transferable for bonds of like tenor, maturity  
687 and Transfer Amount (as defined in the Bond Resolution) and in authorized  
688 denominations at the designated office of the Paying Agent, by the Registered Owner  
689 or by a person legally empowered to do so, upon presentation and surrender hereof  
690 to the Paying Agent, together with a request for exchange or an assignment signed  
691 by the Registered Owner or by a person legally empowered to do so, in a form  
692 satisfactory to the Paying Agent, all subject to the terms, limitations and  
693 conditions provided in the Bond Resolution. All fees and costs of transfer shall  
694 be paid by the transferor. The District and the Paying Agent may deem and treat  
695 the Registered Owner as the absolute owner of this bond for the purpose of  
696 receiving payment of or on account of principal or interest and for all other  
697 purposes, and neither the District nor the Paying Agent shall be affected by any  
698 notice to the contrary.

699  
700 Neither the District nor the Paying Agent will be required (a) to issue or  
701 transfer any bond during a period beginning with the opening of business on the  
702 15th business day next preceding any date of selection of bonds to be redeemed and  
703 ending with the close of business on the day on which the applicable notice of  
704 redemption is given or (b) to transfer any bond which has been selected or called  
705 for redemption in whole or in part.

706  
707 The Refunding Bonds maturing on or before August 1, 2022, are not subject to  
708 redemption prior to their maturity dates. The Refunding Bonds maturing on or after  
709 August 1, 2023, may be redeemed before maturity at the option of the District, from  
710 any source of funds, on any date on or after August 1, 2022, as a whole or in part  
711 from such maturities as are selected by the District and by lot within a maturity.  
712 For the purposes of such selection, Refunding Bonds will be deemed to consist of  
713 \$5,000 portions, and any such portion may be separately redeemed. The Refunding  
714 Bonds called prior to maturity will be redeemed at a redemption price equal to the  
715 principal amount thereof, together with accrued interest to the date fixed for  
716 redemption, without premium.

717 Reference is made to the Bond Resolution for a more complete description of  
718 the provisions, among others, with respect to the nature and extent of the security  
719 for the bonds of this series, the rights, duties and obligations of the District,  
720 the Paying Agent and the Registered Owners, and the terms and conditions upon which  
721 the bonds are issued and secured. The Registered Owner of this bond assents, by  
722 acceptance hereof, to all of the provisions of the Bond Resolution.

723  
724 IN WITNESS WHEREOF, the Santa Ana Unified School District, County of Orange,  
725 California, has caused this bond to be executed by the manual or facsimile  
726 signature of the President of the Board of Education of the District and to be  
727 countersigned by manual or facsimile signature of the Clerk of the Board of  
728 Education of the District, all as of the date stated above.

729  
730  
731 SANTA ANA UNIFIED SCHOOL DISTRICT  
732 BY:   
733 President of the Board of Education  
734

735 COUNTERSIGNED:  
736   
737 Clerk of the Board of Education  
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CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the Bond Resolution referred to herein which has been authenticated and registered on \_\_\_\_\_.

\_\_\_\_\_  
The Bank of New York Mellon Trust  
Company, N.A.

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee): \_\_\_\_\_ this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

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

Signature Guaranteed:  
\_\_\_\_\_

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: \_\_\_\_\_.

LEGAL OPINION

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation in connection with the issuance of, and dated as of the date of the original delivery of, the bonds. A signed copy is on file in my office.

(Facsimile)  
\_\_\_\_\_  
Clerk of the Board of Education

\* \* \* \* \*

792            Section 12. Delivery of Refunding Bonds.    The proper officials of the  
793 District shall cause the Refunding Bonds to be prepared and, following their sale,  
794 shall have the Refunding Bonds signed and delivered, together with a true  
795 transcript of proceedings with reference to the issuance of the Refunding Bonds, to  
796 the Underwriter upon payment of the purchase price therefor in immediately  
797 available funds.

798  
799            Section 13. Application of Proceeds of Refunding Bonds.    A portion of the  
800 proceeds from the sale of the Refunding Bonds received by the District shall be  
801 transferred to the Escrow Bank in an amount sufficient to purchase any Federal  
802 Securities and make any cash deposit necessary to refund the Refunded Bonds, all as  
803 set forth in a certificate of an Authorized Officer.    Such proceeds may be  
804 deposited in an Escrow Fund established under the Escrow Agreement.    Proceeds of  
805 the sale of the Refunding Bonds necessary to pay all costs of issuing the Refunding  
806 Bonds not being paid by the Underwriter shall be deposited in the fund of the  
807 District known as the "Santa Ana Unified School District Refunding Bond Cost of  
808 Issuance Fund" and shall be kept separate and distinct from all other District  
809 funds, and those proceeds shall be used solely for the purpose of paying costs of  
810 issuance of the Refunding Bonds.    Alternatively, any Authorized Officer of the  
811 District may provide for the Underwriter to wire a portion of the proceeds of the  
812 Refunding Bonds to the COI Custodian and such Authorized Officer of the District is  
813 authorized to enter into a written agreement with the COI Custodian setting forth  
814 the terms for the payment of Costs of Issuance.

815  
816            Any accrued interest received by the District from the sale of the Refunding  
817 Bonds shall be kept separate and apart in the fund hereby created and established  
818 and to be designated as the "Santa Ana Unified School District General Obligation  
819 Refunding Bond Debt Service Fund" (the "Debt Service Fund") for the Refunding Bonds  
820 and used only for payments of principal and interest on the Refunding Bonds.    The  
821 Debt Service Fund shall be established and held by the County in accordance with  
822 California Education Code Section 15251.    Any excess proceeds of the Refunding  
823 Bonds not needed for the authorized purposes set forth herein for which the  
824 Refunding Bonds are being issued shall be transferred to the Debt Service Fund and  
825 applied to the payment of principal and interest on the Refunding Bonds.    If, after  
826 payment in full of the Refunding Bonds, there remain excess proceeds, any such  
827 excess amounts shall be transferred to the debt service funds of other outstanding  
828 general obligation bonds of the District or if no such bonds are outstanding to the  
829 general fund of the District.

830 Money on deposit in the debt service funds established for the Refunded Bonds  
831 collected to make the debt service payments on the Refunded Bonds may either be  
832 used to pay the interest or principal due on the Refunded Bonds, may be transferred  
833 to the Escrow Fund and applied as set forth in the Escrow Agreement or may be used  
834 to pay principal and interest due, if any, on the Refunding Bonds.

835  
836 Notwithstanding any of the foregoing, the provisions of this Section 13 as  
837 they relate to the dispersal and allocation of moneys on deposit in the debt  
838 service funds established for the Refunded Bonds and the provisions of this Section  
839 13 as they relate to the application of any proceeds from the sale of the Refunding  
840 Bonds may be amended by the Purchase Contract so long as the transactions  
841 contemplated by such amendment are in compliance with the provisions of the Act.

842  
843 Except as required below to satisfy the requirements of Section 148(f) of the  
844 Internal Revenue Code of 1986, as amended (the "Code"), interest earned on the  
845 investment of monies held in the Debt Service Fund shall be retained in the Debt  
846 Service Fund and used to pay principal and interest on the Refunding Bonds when  
847 due.

848 **Section 14. Rebate Fund.**

849 (a) General. There shall be created and established a special fund  
850 designated the "Santa Ana Unified School District Refunding Bond Rebate Fund" (the  
851 "Rebate Fund"). All amounts at any time on deposit in the Rebate Fund shall be  
852 held in trust, to the extent required to satisfy the requirement to make rebate  
853 payments to the United States (the "Rebate Requirement") pursuant to Section 148 of  
854 the Internal Revenue Code of 1986, as amended (the "Code") and the Treasury  
855 Regulations promulgated thereunder (the "Rebate Regulations"). Such amounts shall  
856 be free and clear of any lien hereunder and shall be governed by this Section,  
857 Section 16 and the Tax Certificate to be executed by the District.

858 (b) Deposits.

859 (i) Within forty-five (45) days of the end of each fifth year  
860 ending August 1 (or such other date as is referred to in the Tax Certificate)  
861 (each, a "Bond Year"), (1) the District shall calculate or cause to be calculated  
862 with respect to the Refunding Bonds the amount that would be considered the "rebate  
863 amount" within the meaning of Section 1.148-3 of the Rebate Regulations, using as  
864 the "computation date" for this purpose the end of such five Bond Years, and (2)  
865 the District shall cause to be deposited to the Rebate Fund from deposits from the  
866 District or from amounts on deposit in the other funds established hereunder, if



867 and to the extent required, amounts sufficient to cause the balance in the Rebate  
868 Fund to be equal to the "rebate amount" so calculated.

869 (ii) The District shall not be required to deposit any amount to  
870 the Rebate Fund in accordance with the preceding sentence if the amount on deposit  
871 in the Rebate Fund prior to the deposit required to be made under this subsection  
872 (b) exceeds the "rebate amount" calculated in accordance with the preceding  
873 sentence. Such excess may be withdrawn from the Rebate Fund to the extent  
874 permitted under subsection (g) of this Section.

875 (iii) The District shall not be required to calculate the "rebate  
876 amount" and the District shall not be required to deposit any amount to the Rebate  
877 Fund in accordance with this subsection (b), with respect to all or a portion of  
878 the proceeds of the Refunding Bonds (1) to the extent such proceeds satisfy the  
879 expenditure requirements of Section 148(f)(4)(B) or Section 148 (f)(4)(C) of the  
880 Code or Section 1.148-7(d) of the Treasury Regulations, whichever is applicable,  
881 and otherwise qualify for the exception to pay rebate pursuant to whichever of said  
882 sections is applicable, or (2) to the extent such proceeds are subject to an  
883 election by the District under Section 148(f)(4)(C)(vii) of the Code to pay a one  
884 and one-half percent (1½%) penalty in lieu of arbitrage rebate in the event any of  
885 the percentage expenditure requirements of Section 148(f)(4)(C) are not satisfied,  
886 or (3) to the extent such proceeds qualify for the exception to arbitrage rebate  
887 under Section 148(f)(4)(A)(ii) of the Code for amounts in a "bona fide debt service  
888 fund." In such event, and with respect to such amounts, the District shall not be  
889 required to deposit any amount to the Rebate Fund in accordance with this  
890 subsection (b).

891 (c) Withdrawal Following Payment of Refunding Bonds. Any funds  
892 remaining in the Rebate Fund after payment of all the Refunding Bonds and any  
893 amounts described in subsection (d) of this Section, or provision having been made  
894 therefor satisfactory to the District, shall be remitted to the District.

895 (d) Withdrawal for Payment of Rebate. Subject to the exceptions  
896 contained in subsection (b) of this Section to the requirement to calculate the  
897 "rebate amount" and make deposits to the Rebate Fund, the District shall pay to the  
898 United States, from amounts on deposit in the Rebate Fund,

899 (i) not later than sixty (60) days after the end of (i) the  
900 fifth (5th) Bond Year, and (ii) each fifth (5th) Bond Year thereafter, an amount  
901 that, together with all previous rebate payments, is equal to at least 90% of the  
902 "rebate amount" calculated as of the end of such Bond Year in accordance with  
903 Section 1.148-3 of the Rebate Regulations; and

904 (ii) not later than sixty (60) days after the payment of all  
905 Refunding Bonds, an amount equal to one hundred percent (100%) of the "rebate  
906 amount" calculated as of the date of such payment (and any income attributable to  
907 the "rebate amount" determined to be due and payable) in accordance with  
908 Section 1.148-3 of the Rebate Regulations.

909 (e) Deficiencies in the Rebate Fund. In the event that, prior to the  
910 time of any payment required to be made from the Rebate Fund, the amount in the  
911 Rebate Fund is not sufficient to make such payment when such payment is due, the  
912 District shall calculate the amount of such deficiency and deposit an amount equal  
913 to such deficiency into the Rebate Fund prior to the time such payment is due.

914 (f) Rebate Payments. Each payment required to be made pursuant to  
915 subsection (d) of this Section shall be made to the Internal Revenue Service  
916 Center, Ogden, Utah 84201, on or before the date on which such payment is due, and  
917 shall be accompanied by Internal Revenue Service Form 8038-T, such form to be  
918 prepared or caused to be prepared by the District.

919 (g) Withdrawal of Excess Amounts in the Rebate Fund. In the event  
920 that immediately following the calculation required by subsection (b) of this  
921 Section, but prior to any deposit made under said subsection, the amount on deposit  
922 in the Rebate Fund exceeds the "rebate amount" calculated in accordance with said  
923 subsection, the District may withdraw the excess from the Rebate Fund and credit  
924 such excess to the Debt Service Fund.

925 (h) Records. The District shall retain records of all determinations  
926 made hereunder until six years after the retirement of the last obligations of the  
927 Refunding Bonds.

928 (i) Survival of Defeasance. Notwithstanding anything in this  
929 Resolution to the contrary, the District's obligations to pay the "rebate amount"  
930 shall survive the payment in full or defeasance of the Refunding Bonds.

931 (j) Modification. Notwithstanding the foregoing provisions of this  
932 Section 14, to the extent that any provision of this Section 14 is inconsistent  
933 with the Tax Certificate, the provisions of the Tax Certificate shall govern. The  
934 District shall comply with all provisions of the Tax Certificate. The District  
935 need not comply with any provision of this Section 14 if it delivers to the Paying  
936 Agent an opinion of nationally recognized bond counsel to the effect that such  
937 noncompliance will not adversely affect the exclusion from gross income of interest  
938 on the Refunding Bonds.

939  
940

941       **Section 15. Security for the Refunding Bonds.**     The Refunding Bonds are  
942 general obligation bonds of the District. There shall be levied on all the taxable  
943 property in the District, in addition to all other taxes, a continuing direct *ad*  
944 *valorem* tax annually during the period the Refunding Bonds are outstanding in an  
945 amount sufficient to pay the principal of and interest on the Refunding Bonds when  
946 due, which monies when collected will be placed in the Debt Service Fund of the  
947 District, which *ad valorem* taxes, together with the amounts on deposit in the Debt  
948 Service Fund, are irrevocably pledged for the payment of the Principal of and  
949 interest on the Refunding Bonds when and as the same fall due. The District  
950 covenants to cause the County to take all actions necessary to levy such *ad valorem*  
951 tax and to cause the proceeds from such levy to be deposited in the Debt Service  
952 Fund to pay the Principal of and interest on the Refunding Bonds when and as the  
953 same fall due.

954  
955       **Section 16. Tax Covenants.**

956           (a) The District covenants for and on behalf of the Owners that it  
957 shall not take any action, or fail to take any action if such action or failure to  
958 take such action would adversely affect the exclusion from gross income of the  
959 interest payable on the Refunding Bonds under Section 103 of the Code.

960           (b) The District covenants to restrict the use of the proceeds of the  
961 Refunding Bonds in such manner and to such extent, if any, as may be necessary, so  
962 that the Refunding Bonds will not constitute arbitrage bonds under Section 148 of  
963 the Code and the applicable regulations prescribed under that Section or any  
964 predecessor section.

965  
966       **Section 17. Conditions Precedent.**     This Board determines that all acts and  
967 conditions necessary to have been met precedent to and in the issuing of the  
968 Refunding Bonds in order to make them legal, valid and binding general obligation  
969 bonds of the District have been performed and have been met, or will at the time of  
970 delivery of the Refunding Bonds have been performed and have been met, in regular  
971 and due form as required by law; and that no statutory or constitutional limitation  
972 of indebtedness or taxation will have been exceeded in the issuance of the  
973 Refunding Bonds. Furthermore, the Board finds and determines pursuant to Section  
974 53552 of the Act that the prudent management of the fiscal affairs of the District  
975 requires that it issue the Refunding Bonds without submitting the question of the  
976 issuance of the Refunding Bonds to a vote of the qualified electors of the  
977 District.

978           **Section 18. Insurance.** Each of the Authorized Officers, acting alone, is  
979 hereby authorized to enter into negotiations to procure bond insurance for the  
980 Refunding Bonds and to purchase bond insurance if it will result in net debt  
981 service savings to the District. In the event the District purchases bond  
982 insurance for the Refunding Bonds, and to the extent that the Bond Insurer makes  
983 payment of the Principal or interest on the Refunding Bonds, it shall become the  
984 owner of such Refunding Bonds with the right to payment of Principal and interest  
985 on the Refunding Bonds with respect to which it has made payment, and shall be  
986 fully subrogated to all of the Owners' rights, including the Owners' rights to  
987 payment thereof. To evidence such subrogation (i) in the case of subrogation as to  
988 claims that were past due interest components, the Paying Agent shall note the Bond  
989 Insurer's rights as subrogee on the registration books for the Refunding Bonds  
990 maintained by the Paying Agent upon receipt of a copy of the cancelled check issued  
991 by the Bond Insurer for the payment of such interest to the Owners of the Refunding  
992 Bonds, and (ii) in the case of subrogation as to claims for past due Principal,  
993 the Paying Agent shall note the Bond Insurer as subrogee on the registration books  
994 for the Refunding Bonds maintained by the Paying Agent upon surrender of the  
995 Refunding Bonds by the Owners thereof to the Bond Insurer or the insurance trustee  
996 for the Bond Insurer.

997  
998           **Section 19. Defeasance.** All or any of the Refunding Bonds may be defeased  
999 prior to maturity in the following ways:

1000           (a) Cash: by irrevocably depositing an amount of cash which together  
1001 with amounts then on deposit in the Debt Service Fund, is sufficient to pay any or  
1002 all Refunding Bonds Outstanding, including all Principal and interest and premium,  
1003 if any; or

1004           (b) United States Obligations: by irrevocably depositing in the Debt  
1005 Service Fund or with an escrow bank noncallable United States Obligations (as  
1006 hereinafter defined) together with cash, if required, in such amount as will, in  
1007 the opinion of an independent certified public accountant, together with interest  
1008 to accrue thereon and moneys then on deposit in the Debt Service Fund together with  
1009 the interest to accrue thereon, be fully sufficient to pay and discharge any or all  
1010 Refunding Bonds (including all Principal and interest represented thereby and  
1011 redemption premiums, if any) at their maturity or redemption date, as applicable;  
1012 then, notwithstanding that any Refunding Bonds so defeased shall not have been  
1013 surrendered for payment, all obligations of the District with respect to the  
1014 Refunding Bonds so defeased shall cease and terminate, except only the obligation  
1015 of the District and the Paying Agent to pay or cause to be paid from funds

1016 deposited pursuant to paragraphs (a) or (b) of this Section, to the owners of such  
1017 Refunding Bonds not so surrendered and paid all sums due with respect thereto and  
1018 except for the obligation of the District to comply with the provisions of Sections  
1019 14 and 16 hereof.

1020  
1021 For purposes of this Section, United States Obligations shall mean direct and  
1022 general obligations of the United States of America, or obligations that are fully  
1023 and unconditionally guaranteed as to principal and interest by the United States of  
1024 America, including (in the case of direct and general obligations of the United  
1025 States of America) evidence of direct ownership or proportionate interests in  
1026 future interest or principal payments of such obligations. Investments in such  
1027 proportionate interests must be limited to circumstances wherein (a) a bank or  
1028 trust company acts as custodian and holds the underlying United States Obligations;  
1029 (b) the owner of the investment is the real party in interest and has the right to  
1030 proceed directly and individually against the obligor of the underlying United  
1031 States Obligations; and (c) the underlying United States Obligations are held in a  
1032 special account, segregated from the custodian's general assets, and are not  
1033 available to satisfy any claims of the custodian, any person claiming through the  
1034 custodian, or any person to whom the custodian may be obligated; provided that such  
1035 obligations are rated by Standard & Poor's Rating Services and Moody's Investors  
1036 Service in the same rating category as the underlying United States Obligations  
1037 (without regard to pluses or minuses within a category).

1038  
1039 **Section 20. Other Actions, Determinations and Approvals.**

1040 (a) Officers of the Board and staff are hereby authorized and  
1041 directed, jointly and severally, to do any and all things and to execute and  
1042 deliver any and all documents which they may deem necessary or advisable in order  
1043 to proceed with the issuance of the Refunding Bonds and otherwise carry out, give  
1044 effect to and comply with the terms and intent of this Resolution. Such actions  
1045 heretofore taken by such officers, officials and staff are hereby ratified,  
1046 confirmed and approved.

1047 (b) The Board hereby finds and determines that (i) the prudent  
1048 management of the fiscal affairs of the District requires that it issue the  
1049 Refunding Bonds and (ii) the total net interest cost to maturity on the Refunding  
1050 Bonds plus the principal amount of the Refunding Bonds will be less than the total  
1051 net interest cost to maturity on the Refunded Bonds being refunded plus the  
1052 principal amount of the Refunded Bonds being refunded.

1053 (c) The Board anticipates that the Refunded Bonds will be paid on the  
1054 first day on or after the Date of Issuance for which notice of redemption can be  
1055 timely given.

1056 (d) The Board hereby appoints The Bank of New York Mellon Trust  
1057 Company, N.A., as escrow bank for the Refunding Bonds and authorizes The Bank of  
1058 New York Mellon Trust Company, N.A. to perform the duties of the escrow bank under  
1059 the Escrow Agreement. Each of the Authorized Officers, acting alone, is authorized  
1060 to execute the Escrow Agreement in the form presented to this Board, with such  
1061 changes as such officer shall approve, such approval to be evidenced by such  
1062 officer's execution.

1063 (e) Each of the Authorized Officers, acting alone, is hereby  
1064 authorized to take any and all actions necessary or desirable to allow the  
1065 Underwriter to comply with Rule 15c2-12 promulgated under the Securities and  
1066 Exchange Act of 1934, as amended.

1067 (f) The provisions of this Resolution may be amended by the Purchase  
1068 Contract.

1069  
1070 Section 21. Resolution to Treasurer - Tax Collector. Each of the Authorized  
1071 Officers is hereby directed to provide a certified copy of this Resolution to the  
1072 Treasurer-Tax Collector of the County immediately following its adoption.

1073  
1074 Section 22. Preliminary Official Statement. The form of the Preliminary  
1075 Official Statement relating to the Refunding Bonds on file with the Clerk of the  
1076 Board is hereby approved. The Preliminary Official Statement in substantially said  
1077 form, with such changes as the Authorized Officers of the District may require or  
1078 approve, which approval shall be conclusively evidenced by delivery thereof, shall  
1079 hereinafter be referred to as the "Official Statement." The District is hereby  
1080 authorized to distribute copies of the Preliminary Official Statement to persons  
1081 who may be interested in the purchase of the Refunding Bonds and is directed to  
1082 deliver copies of any final Official Statement to the Underwriter, in such time and  
1083 manner as to conform with the requirements of Rule 15c2-12 of the Securities and  
1084 Exchange Commission. Each of the Authorized Officers, acting alone, is hereby  
1085 authorized and directed, for and in the name and on behalf of the District, to  
1086 execute a final Official Statement and all certificates required by Rule 15c2-12  
1087 and the Purchase Contract.

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1090       **Section 23. Continuing Disclosure Certificate and Escrow Agreement.**    The  
1091 forms of the Continuing Disclosure Certificate and the Escrow Agreement on file  
1092 with the Clerk of the Board are hereby approved, and each of the Authorized  
1093 Officers, acting alone, is authorized and directed, for and in the name and on  
1094 behalf of the District, to execute and deliver the Continuing Disclosure  
1095 Certificate and the Escrow Agreement in substantially said forms, with such changes  
1096 therein as the Authorized Officer executing the same may require or approve, such  
1097 approval to be conclusively evidenced by the execution and delivery thereof by one  
1098 or more of such Authorized Officers.

1099  
1100       **Section 24. Paying Agent Agreement.**    The form of the Paying Agent Agreement  
1101 on file with the Clerk of the Board is hereby approved, and each of the Authorized  
1102 Officers, acting alone, is authorized and directed, for and in the name and on  
1103 behalf of the District, to execute and deliver the Paying Agent Agreement in  
1104 substantially said form, with such changes therein as the officers executing the  
1105 same may require or approve, such approval to be conclusively evidenced by the  
1106 execution and delivery thereof by one or more of such officers.

1107  
1108       **Section 25. Supplemental Resolutions.**  
1109           (a)    This Resolution, and the rights and obligations of the District  
1110 and of the Owners of the Refunding Bonds issued hereunder, may be modified or  
1111 amended at any time by a supplemental resolution adopted by the District with the  
1112 written consent of Owners owning at least 60% in aggregate Bond Obligation of the  
1113 Outstanding Refunding Bonds, exclusive of Refunding Bonds, if any, owned by the  
1114 District; provided, however, that no such modification or amendment shall, without  
1115 the express consent of the Owner of each Refunding Bond affected, reduce the  
1116 Principal Amount of any Refunding Bond, reduce the interest rate payable thereon,  
1117 advance the earliest redemption date thereof, extend its maturity or the times for  
1118 paying interest thereon or change the monetary medium in which Principal and  
1119 interest is payable, nor shall any modification or amendment reduce the percentage  
1120 of consents required for amendment or modification.    No such Supplemental  
1121 Resolution shall change or modify any of the rights or obligations of any Paying  
1122 Agent without its written assent thereto.    Notwithstanding anything herein to the  
1123 contrary, no such consent shall be required if the Owners are not directly and  
1124 adversely affected by such amendment or modification.

1125           (b)    This Resolution, and the rights and obligations of the District  
1126 and of the Owners of the Refunding Bonds issued hereunder, may be modified or

1127 amended at any time by a supplemental resolution adopted by the District without  
1128 the written consent of the Owners:

1129 (i) To add to the covenants and agreements of the District in  
1130 this Resolution, other covenants and agreements to be observed by the District  
1131 which are not contrary to or inconsistent with this Resolution as theretofore in  
1132 effect;

1133 (ii) To add to the limitations and restrictions in this  
1134 Resolution, other limitations and restrictions to be observed by the District which  
1135 are not contrary to or inconsistent with this Resolution as theretofore in effect;

1136 (iii) To confirm as further assurance any pledge under, and the  
1137 subjection to any lien or pledge created or to be created by, this Resolution, of  
1138 any moneys, securities or funds, or to establish any additional funds or accounts  
1139 to be held under this Resolution;

1140 (iv) To cure any ambiguity, supply any omission, or cure to  
1141 correct any defect or inconsistent provision in this Resolution; or

1142 (v) To amend or supplement this Resolution in any other  
1143 respect, provided such Supplemental Resolution does not adversely affect the  
1144 interests of the Owners.

1145 (c) Any act done pursuant to a modification or amendment so consented  
1146 to shall be binding upon the Owners of all the Refunding Bonds and shall not be  
1147 deemed an infringement of any of the provisions of this Resolution, whatever the  
1148 character of such act may be, and may be done and performed as fully and freely as  
1149 if expressly permitted by the terms of this Resolution, and after consent relating  
1150 to such specified matters has been given, no Owner shall have any right or interest  
1151 to object to such action or in any manner to question the propriety thereof or to  
1152 enjoin or restrain the District or any officer or agent of either from taking any  
1153 action pursuant thereto.

1154  
1155 **Section 26. Resolution to Constitute Contract.** In consideration of the  
1156 purchase and acceptance of any and all of the Refunding Bonds authorized to be  
1157 issued hereunder by those who shall own the same from time to time, this Resolution  
1158 shall be deemed to be and shall constitute a contract among the District and the  
1159 Owners from time to time of the Refunding Bonds; and the pledge made in this  
1160 Resolution shall be for the equal benefit, protection and security of the Owners of  
1161 any and all of the Refunding Bonds, all of which, regardless of the time or times  
1162 of their issuance or maturity, shall be of equal rank without preference, priority  
1163 or distinction of any of the Refunding Bonds over any other thereof.



1164       **Section 27. Unclaimed Moneys.** Anything in this Resolution to the contrary  
1165 notwithstanding, any moneys held by the Paying Agent in trust for the payment and  
1166 discharge of any of the Refunding Bonds which remain unclaimed for one (1) year  
1167 after the date when such Refunding Bonds have become due and payable, either at  
1168 their stated maturity dates or by call for earlier redemption, if such moneys were  
1169 held by the Paying Agent at such date, or for one (1) year after the date of  
1170 deposit of such moneys if deposited with the Paying Agent after said date when such  
1171 Refunding Bonds become due and payable, shall be repaid by the Paying Agent to the  
1172 District, as its absolute property and free from trust, and the Paying Agent shall  
1173 thereupon be released and discharged with respect thereto and the owners of such  
1174 Refunding Bonds shall look only to the District for the payment of such Refunding  
1175 Bonds; provided, however, that before being required to make such payment to the  
1176 District, the Paying Agent shall, at the expense of District, cause to be mailed to  
1177 the Owners of all such Refunding Bonds, at their respective addresses appearing on  
1178 the registration books, a notice that said moneys remain unclaimed and that, after  
1179 a date in said notice, which date shall not be less than thirty (30) days after the  
1180 date of mailing such notice, the balance of such moneys then unclaimed will be  
1181 returned to the District.

1182  
1183       **Section 28. Permitted Investments.**  
1184               (a) All amounts held in the funds and accounts established hereunder  
1185 and held by the County shall be invested by the Treasurer-Tax Collector of the  
1186 County in any instrument which is a lawful investment for funds of the District.  
1187 Unless otherwise instructed by the District in writing, amounts held hereunder  
1188 shall be invested in the Orange County Treasurer's Investment Pool. If invested in  
1189 other than the Investment Pool, amounts in the Debt Service Fund shall be invested  
1190 in investments maturing not later than the date on which such amounts will be  
1191 needed to pay the Principal of and interest on the Refunding Bonds.

1192               (b) Obligations purchased as an investment of moneys in any fund or  
1193 account shall be deemed at all times to be a part of such fund or account. Profits  
1194 or losses attributable to any fund or account shall be credited or charged to such  
1195 fund or account. In computing the amount in any fund or account created under the  
1196 provisions of this Resolution for any purpose provided in this Resolution,  
1197 obligations purchased as an investment of moneys therein shall be valued at cost,  
1198 plus, where applicable, accrued interest.

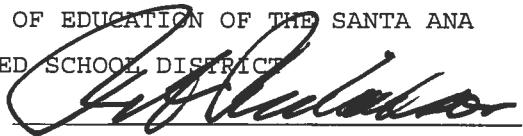
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1201             **Section 29. Effective Date.**    This Resolution shall take effect immediately  
1202 upon its adoption.

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1204             ADOPTED, SIGNED AND APPROVED this 28<sup>th</sup> day of August, 2012.  
1205

1206                                 BOARD OF EDUCATION OF THE SANTA ANA  
1207                                 UNIFIED SCHOOL DISTRICT

1208 By:



1209   President

1210 Attest:



1211  
1212 Clerk

1213  
1214 STATE OF CALIFORNIA             )

1215   ) ss

1216 COUNTY OF ORANGE             )  
1217

1218             I, Audrey Yamagata-Noji, do hereby certify that the foregoing is a  
1219 true and correct copy of Resolution No. 2935, which was duly adopted by the Board  
1220 of Education of the Santa Ana Unified School District at meeting thereof held on  
1221 the 28<sup>th</sup> day of August, 2012, and that it was so adopted by the following vote:

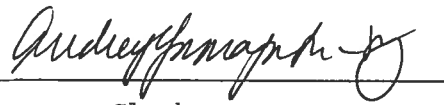
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1223 AYES: Rob Richardson, Jose Hernandez, Audrey Yamagata-Noji,  
1224             John Palacio, and Roman Reyna

1225 NOES:

1226 ABSENT:

1227 ABSTENTIONS:

1228 By



1229 Clerk

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**RESOLUTION NO. 12/13-2937**

**RESOLUTION OF THE BOARD OF EDUCATION OF THE SANTA ANA UNIFIED SCHOOL DISTRICT AUTHORIZING THE FILING OF APPLICATIONS UNDER THE QUALIFIED ZONE ACADEMY BOND PROGRAM AND ACTIONS WITH RESPECT THERETO**

**WHEREAS**, the Santa Ana Unified School District (the "District") is a school district duly organized and existing under and pursuant to the Constitution and laws of the State of California (the "State"); and

**WHEREAS**, the District desires to file applications (the "Applications") under the Qualified Zone Academy Bond Program with the California Department of Education (the "QZAB Program") for the purpose of obtaining funding for certain projects (the "Projects"), as described in Exhibit A hereto, under the QZAB Program; and

**WHEREAS**, the completion of the Projects is deemed to be in the best interests of the District; and

**WHEREAS**, the Board of Education of the District (the "Board") has been presented with the form of the Applications referred to herein relating to the actions contemplated hereby, and the Board has examined and approved, and desires to authorize and direct the execution and filing with the California Department of Education of, the Applications and the consummation of such actions;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Education of the Santa Ana Unified School District, as follows:

**Section 1.** All of the recitals herein contained are true and correct and the Board so finds.

**Section 2.** The Projects identified in Exhibit A hereto are deemed to be for the benefit of the District.

**Section 3.** The form of the Applications, including the comprehensive education plans for six academies, which are on file with the Clerk of the Board, and the completion and filing of which are necessary to accomplish the completion of the Projects, are hereby approved and the Superintendent of the District, the Assistant Superintendent, Facilities and Governmental Relations of the District, and such other officers or employees of the District as the Superintendent may designate (collectively, the "Authorized Officers"), are each hereby authorized and directed, for and in the name and on behalf of the District, to execute, deliver and file with the California Department of Education the Applications in substantially said form, with such changes therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

**Section 4.** The Authorized Officers are hereby authorized and directed, jointly and severally, to execute and deliver such other documents or certificates and do any and all things which they may deem necessary or advisable in order to consummate the transactions herein authorized and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution.

38           **Section 5.** All actions heretofore taken by the officers, employees and agents of the District  
39 with respect to the transactions set forth above are hereby approved, confirmed and ratified.

40           **Section 6.** This Resolution shall take effect from and after its date of adoption.

41 **PASSED AND ADOPTED** this 28 day of August, 2012.



\_\_\_\_\_  
President of the Board of Education of the  
Santa Ana Unified School District

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50 [Seal]

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53 **ATTEST:**



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Clerk of the Board of Education of the  
Santa Ana Unified School District

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**CLERK'S CERTIFICATE**

I, A. Yamagata-Noji, Clerk of the of the Board of Education of the Santa Ana Unified School District, hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Education of said District duly and regularly held at the regular meeting place thereof on August, 28, 2012, of which meeting all of the members of said Board of Education had due notice and at which a majority thereof were present; and that at said meeting said resolution was adopted by the following vote:

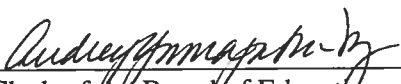
AYES: Rob Richardson, Jose Hernandez, Audrey Yamagata-Noji,  
John Palacio, and Roman Reyna

NOES:

ABSENT OR NOT VOTING:

I further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in my office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: Aug. 28, 2012

  
Clerk of the Board of Education of the  
Santa Ana Unified School District

[Seal]

EXHIBIT A

DESCRIPTION OF THE PROJECTS

In total, the District hopes to devote \$30 million of QZAB authorization to the academies. Approximately \$22 - 26 million is expected to be spent on solar system equipment for use by the academies, installed at the 6 school sites where the academies will be located as well as other school sites throughout the District. Approximately \$4 - 8 million is expected to be spent on technology equipment, classroom equipment, curriculum, course materials, etc. for use by the academies.

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**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar  
 Board Meeting - August 28, 2012**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>RETIREMENTS</b>					
Dawber, Kathy	Teacher	Santa Ana	April 27, 2010		Retirement - 14 years
<b>RESIGNATIONS</b>					
Bell, Ryan	Counselor	Valley	August 10, 2012		Accepted another position - 6 years
Le Patner, Michelle	Director of Research and Evaluation	Research and Evaluation	August 2, 2012		Accepted another position - 13 years
Schubert, Christina	Speech and Language Pathologist	Speech Department	June 15, 2012		Accepted another position - 1 year
Turner, Scott J.	Teacher	Mitchell	August 17, 2012		Accepted another position - 5 years
<b>NEW HIRES/RE-HIRES</b>					
Aquino, Mallory	Teacher	Carr	August 16, 2012		New Hire - Temporary 44909
Aguirre, Gabriela	Teacher	Special Education	August 16, 2012		New Hire - Temporary 44909
Albaugh, Dadre	Teacher	Villa	August 16, 2012		New Hire - Temporary 44909
Amosa, Dan	Teacher	Carr	August 16, 2012		New Hire - Temporary 44909

**Chad Hammitt, Assistant Superintendent, Personnel Services**

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - August 28, 2012**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>NEW HIRES/RE-HIRES (Continued)</b>					
Arismendi, Cheryl	Speech and Language Pathologist	Speech Department	August 16, 2012		Rehire - Probationary II
Banderas, Andrew	Teacher	Valley	August 16, 2012		Rehire - Temporary 44909
Beltran, Ammy	Teacher	Willard	August 16, 2012		New Hire - Temporary 44909
Bracco, Gretchen	Teacher	Sierra	August 16, 2012		Rehire - Temporary 44909
Buckley, Brianne	Teacher	Sierra	August 16, 2012		New Hire - Temporary 44909
Bueno Ramirez, Cristian	Teacher	Valley	August 16, 2012		New Hire - Temporary 44909
Camacho, Graciela	Teacher	Sierra	August 16, 2012		New Hire - Temporary 44909
Cantu, Malissa	Teacher	Saddleback	August 16, 2012		Rehire - Temporary 44909
Cass, Justin Troy	Teacher	Alternative Education	August 16, 2012		Rehire - Temporary 44909
Christian, Ashley	Teacher	McFadden	August 16, 2012		New Hire - Temporary 44909
Cifuentes, Adolfo	Teacher	Heninger	August 16, 2012		Rehire - Intern
Cleveland, Christina	Teacher	Spurgeon	August 16, 2012		New Hire - Temporary 44909
Conde, Henry	Teacher	Century	August 16, 2012		Rehire - Intern

**Chad Hammitt, Assistant Superintendent, Personnel Services**



**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar  
 Board Meeting - August 28, 2012**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>NEW HIRES/RE-HIRES (Continued)</b>					
Conover, Matthew	Teacher	Valley	August 16, 2012		Rehire - Temporary 44909
Crawford, Brian	Teacher	Carr	August 16, 2012		Rehire - Temporary 44909
Cuevas, Sofia	Teacher	Sierra	August 16, 2012		Rehire - Temporary 44909
Cunningham, Katie	Teacher	Saddleback	August 16, 2012		Rehire - Temporary 44909
Dechter, Kristine	Psychologist	Psychological Services	August 14, 2012		Rehire - Probationary II
Delgado, Denise	Teacher	Willard	August 16, 2012		New Hire - Temporary 44909
Dowd, Arica	Teacher	McFadden	August 20, 2012		New Hire - Temporary 44909
Dreyer, Claire	Teacher	Valley	August 16, 2012		New Hire - Temporary 44909
Elmasry, Fareed	Teacher	Santa Ana	August 16, 2012		Rehire - Temporary 44909
Erickson, Brian	Teacher	Lathrop	August 16, 2012		New Hire - Probationary I
Esaki, Aimee	Teacher	Valley	August 16, 2012		Rehire - Temporary 44909
Estrada, Natalie	Teacher	Saddleback	August 16, 2012		New Hire - Temporary 44909
Fan, Wendy	Teacher	McFadden	August 16, 2012		New Hire - Temporary 44909

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - August 28, 2012**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>NEW HIRES/RE-HIRES (Continued)</b>					
Ferguson, Tiffany	Teacher	Washington	August 16, 2012		New Hire - Temporary 44909
Ferullo, Nicole	Teacher	Carr	August 16, 2012		New Hire - Temporary 44909
Figuroa, Ernesto	Teacher	Century	August 16, 2012		Rehire - Temporary 44909
Flater, Michael	NJROTC	Santa Ana	August 16, 2012		New Hire - NJROTC 44912
Flevotomos, Krystal	Teacher	Saddleback	August 16, 2012		Rehire - Temporary 44909
Friedman, Margaret	Teacher	Carr	August 16, 2012		New Hire - Temporary 44909
Fung, Sharon	Teacher	Villa	August 16, 2012		New Hire - Temporary 44909
Gammig, Michael	Teacher	Segerstrom	August 16, 2012		Rehire - Temporary 44909
Garcia, Cindy	Speech and Language Pathologist	Speech Department	August 16, 2012		New Hire - Probationary I
Gerstman, Clifford	Teacher	Middle College	August 14, 2012		Rehire - Temporary 44909
Gonzales, Ray	Teacher	Carr	August 16, 2012		Rehire - Temporary 44909
Gonzalez, Beatriz	Teacher	Madison	August 16, 2012		Rehire - Intern New Hire - Temporary 44909
Gonzalez, Marina	Teacher	Taft	August 16, 2012		

**Chad Hammitt, Assistant Superintendent, Personnel Services**

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar  
Board Meeting - August 28, 2012**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>NEW HIRES/RE-HIRES (Continued)</b>					
Guerra, Gustavo	Teacher	Jefferson	August 16, 2012		Rehire - Intern
Hall, Brian	Teacher	McFadden	August 16, 2012		Rehire - Intern
Harris, Celeste	Speech and Language Pathologist	Speech Department	August 16, 2012		New Hire - Probationary I
Hernandez, Maricecy	Teacher	Martin	August 16, 2012		Rehire - Intern
Hernandez, Marissa	Teacher	Chavez	August 16, 2012		Rehire - Temporary 44909
Irvine, Douglas	Teacher	Saddleback	August 16, 2012		Rehire - Temporary 44909
Jaramillo, Rosa	Teacher	Taft	August 16, 2012		New Hire - Probationary I
Kaye, Joseph	Teacher	Santa Ana	August 16, 2012		New Hire - Probationary I
Kearns, Alice	Teacher	Taft	August 16, 2012		New Hire - Probationary I
Kling, Terry	Librarian	Godinez	August 1, 2012		Rehire - Temporary 44909
Koopman, Lynsey	Teacher	Sierra	August 16, 2012		New Hire - Intern
Kublin, Caroline	Teacher	Santa Ana	August 16, 2012		New Hire - Temporary 44909
Kucera, Jennifer	Teacher	Valley	August 16, 2012		Rehire - Temporary 44909
Lagunas, Ruby	Teacher	Carr	August 16, 2012		New Hire - Temporary 44909

**Chad Hammitt, Assistant Superintendent, Personnel Services**

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - August 28, 2012**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>NEW HIRES/RE-HIRES (Continued)</b>					
Larson, Jessica	Speech and Language Pathologist	Speech Department	August 16, 2012		Rehire - Probationary I
Lord, Douglas	Teacher	Villa	August 16, 2012		Rehire - Temporary 44909
Lutack, Ian	Teacher	Valley	August 16, 2012		New Hire - Temporary 44909
Macias, Jose J.	Teacher	Sierra	August 16, 2012		New Hire - Temporary 44909
Maxwell, Chelsea	Teacher	Willard	August 16, 2012		Rehire - Temporary 44909
Mendoza, Eskayla	Preschool Teacher	Mitchell	August 16, 2012		New Hire - Probationary I
Meyers, Kathleen	Teacher	Lathrop	August 16, 2012		Rehire - Temporary 44909
Morales, Vanessa	Teacher	Saddleback	August 16, 2012		Rehire - Intern
Moreno Cuevas, Elizabeth	Teacher	Lathrop	August 16, 2012		Rehire - Temporary 44909
Morris, Matthew	Teacher	Valley	August 16, 2012		Rehire - Temporary 44909
Murcia, Erika	Teacher	Special Education	August 16, 2012		New Hire - Temporary 44909
Murgolo, Kimberly	Teacher	Lorin Griset	August 16, 2012		Rehire - Temporary 44909 (partial 28.6%)

**Chad Hammitt, Assistant Superintendent, Personnel Services**

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar  
 Board Meeting - August 28, 2012**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>NEW HIRES/RE-HIRES (Continued)</b>					
Navarro, Oscar	Teacher	Sierra	August 16, 2012		New Hire - Temporary 44909
Norton, Julie	Speech and Language Pathologist	Speech Department	August 16, 2012		Rehire - Waiver 44911 (partial 80%)
Nunez, Krista	Psychologist	Psychological Services	August 14, 2012		Rehire - Probationary II
Ochoa Ceja, Maritza	Teacher	Saddleback	August 16, 2012		Rehire - Temporary 44909
O'Neill, Kellie	Teacher	Willard	August 16, 2012		Rehire - Temporary 44909
Orozco, Mayra	Teacher	Valley	August 16, 2012		Rehire - Temporary 44909
Palacios, Rosa	Teacher	Fremont	August 16, 2012		Rehire - Intern
Parchmann, Mark	Teacher	Alternative Education	August 16, 2012		Rehire - Temporary 44909
Parra, Silvia	Teacher	Jefferson	August 16, 2012		Rehire - Intern
Parsel, Tori	Speech and Language Pathologist	Speech Department	August 16, 2012		Rehire - Probationary II
Paulsen, Julia	Teacher	Mitchell	August 16, 2012		Rehire - Intern
Pearson, Noel	Teacher	Carr	August 16, 2012		Rehire - Temporary 44909
Peterson, Erik	Teacher	Santiago	August 16, 2012		Rehire - Temporary 44909

**Chad Hammitt, Assistant Superintendent, Personnel Services**

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**  
**Board Meeting - August 28, 2012**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>NEW HIRES/RE-HIRES (Continued)</b>					
Pfotenhauer, Elise	Speech and Language Pathologist	Speech Department	August 16, 2012		New Hire - Waiver 44911
Phan, Nu	Teacher	Santa Ana	August 16, 2012		Rehire - Temporary 44909
Pietrenka, Bethany	Teacher	Greenville	August 16, 2012		New Hire - Probationary I
Ponce, Magaly	Teacher	Muir	August 16, 2012		Rehire - Probationary II
Prestinary, Irene	Teacher	Sierra	August 16, 2012		Rehire - Temporary 44909
Putros, Danial	Teacher	Alternative Education	August 16, 2012		Rehire - Temporary 44909
Radford, David	Teacher	Mendez	August 16, 2012		Rehire - Temporary 44909
Rajpurkar, Anagha	Teacher	Saddleback	August 16, 2012		Rehire - Temporary 44909
Ramirez, Hayley	Preschool Teacher	Mitchell	August 16, 2012		New Hire - Intern
Ramirez, Scott	Preschool Teacher	Mitchell	August 16, 2012		Rehire - Intern
Rodriguez, Michael III	Teacher	Valley	August 16, 2012		Rehire - Temporary 44909
Romo, Maria D.	Teacher	McFadden	August 16, 2012		Rehire - Temporary 44909
Sadeghi, Nahall	Teacher	Heninger	August 16, 2012		New Hire - Temporary 44909

**Chad Hammitt, Assistant Superintendent, Personnel Services**

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - August 28, 2012**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>NEW HIRES/RE-HIRES (Continued)</b>					
Salway, Andrew	Teacher	Segerstrom	August 16, 2012		New Hire - Temporary 44909
Sanchez, Rogelio	Teacher	McFadden	August 16, 2012		Rehire - Intern
Schultz, Matthew	Teacher	Willard	August 16, 2012		New Hire - Temporary 44909
Silva, Ranithi	Teacher	Santa Ana	August 16, 2012		Rehire - Temporary 44909
Sohner, Kelly	Teacher	Sierra	August 16, 2012		Rehire - Temporary 44909
Soltis, Stephen	Teacher	Villa	August 16, 2012		New Hire - Emergency 44911
Stevenson, Shaun	Teacher	Segerstrom	August 16, 2012		New Hire - Temporary 44909
Sullivan, Lory	Teacher	Lathrop	August 16, 2012		New Hire - Temporary 44909
Tahvildari, Serrena	Teacher	Santa Ana	August 16, 2012		New Hire - Temporary 44909
Tappa, Shane	Teacher	Santa Ana	August 16, 2012		Rehire - Temporary 44909
Tolles, Jaime	Teacher	Carr	August 16, 2012		New Hire - Temporary 44909
Torres, Araceli	Speech and Language Pathologist	Speech Department	August 16, 2012		New Hire - Probationary I
Tran, Lisa	Preschool Teacher	Mitchell	August 16, 2012		New Hire - Probationary I

**Chad Hammitt, Assistant Superintendent, Personnel Services**

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar  
Board Meeting - August 28, 2012**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>NEW HIRES/RE-HIRES (Continued)</b>					
Villasenor, Julio	Teacher	Spurgeon	August 16, 2012		Rehire - Temporary 44909
Watts, Matthew	Teacher	McFadden	August 16, 2012		New Hire - Intern
Weissman, Ashleigh	Teacher	Godinez	August 16, 2012		Rehire - Temporary 44909
Wiese, Christina	Teacher	Carr	August 16, 2012		Rehire - Temporary 44909
Wolff, Amanda	Teacher	Lathrop	August 16, 2012		New Hire - Temporary 44909
Wood, Michael	Teacher	Alternative Education	August 16, 2012		Rehire - Temporary 44909
You, Hahnuel	Teacher	Middle College	August 14, 2012		Rehire - Temporary 44909
Zamora-Vaal, Mirna	Teacher	King	August 16, 2012		Rehire - Temporary 44909
<b>CHANGE IN CONTRACT LENGTH</b>					
Crosby-Cooper, Tricia	Psychologist	Psychological Services	August 14, 2012		From 40% to 100% contract
<b>FAMILY CARE AND MEDICAL LEAVE ABSENCE (3 to 20 duty days) - Paid</b>					
Whittington, Cheryl	Teacher	Saddleback	August 16, 2012	October 8, 2012	Statutory

**Chad Hammitt, Assistant Superintendent, Personnel Services**



**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - August 28, 2012**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Paid</b>					
Salazar, Nichole M.	Teacher	Godinez	August 16, 2012	October 17, 2012	Statutory
<b>EXTENSION OF FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Paid</b>					
Cole, Pauline	Teacher	Santiago	August 16, 2012	September 21, 2012	Statutory
<b>LEAVE 2012-13 (21 duty days or more) - Without Pay</b>					
Anaone, Diandra	Psychologist	Psychological Services	August 14 2012	June 14, 2013	Child Care
Clark, Randy	Teacher	Willard	August 16, 2012	June 14, 2013	Personal
Sanchez, Julia C.	Counselor	McFadden	August 1, 2012	June 28, 2013	Personal
<b>RESCINDED LEAVE (21 duty days or more) - Without Pay</b>					
Jarvis, Sarah	Teacher	McFadden	August 16, 2012	June 14, 2013	Personal
<b>EXTENDED WORK YEAR 2012-13</b>					
Skibby, Alicia	Program Specialist	Human Resources	July 2, 2012	July 10, 2012	5 Additional Days
<b>EXTENDED WORK YEAR 2011-12</b>					
Minnich, Kevin	Program Specialist	Registration & Testing Center	May 15, 2012	May 18, 2012	4 Additional Days

**Chad Hammitt, Assistant Superintendent, Personnel Services**

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - August 28, 2012**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>EXTRA DUTY 2012-13</b>					
Ramirez, Scott	Preschool Teacher	Mitchell	July 2, 2012	August 1, 2012	Regular Hourly Rate
Turner, Susy	Preschool Teacher	Mitchell	July 2, 2012	August 1, 2012	Regular Hourly Rate
<b>HOME TEACHERS 2012-13</b>					
Aguirre, Maria	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Akzin, Hilary	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Alvarez, Lorena	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Barron, Diane	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Batiste, Cheryl	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Berber-Prado, Angelica	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Bliznik, Marian	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Bojorquez, Linsey	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Bremmer, Amber	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis

**Chad Hammitt, Assistant Superintendent, Personnel Services**

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar  
Board Meeting - August 28, 2012**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>HOME TEACHERS 2012-13 (Continued)</b>					
Buist, Merrijoy	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Bussjaeger, Jerrald	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Carlson, Jonathan	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Cerne, Elisabeth	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Childress, Allen	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Collins, Rachelle	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Delgado, Alejandro	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Delgado, Oscar	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Edwards, Teri	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Fenwick, Randolph	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Floriano, Raquel	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Galindo, Arlene	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Garcia, Michelle	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis

**CERTIFICATED PERSONNEL CALENDAR**

Personnel Calendar  
Board Meeting - August 28, 2012

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>HOME TEACHERS 2012-13 (Continued)</b>					
Grajeda, Elvia	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Grajeda, Glorice	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Grasse, Susan	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Hecht, Joanne	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Herrera, Keith	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Hoolihan, Kathleen	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Hunter, Mark	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Kapamajian, Jazmin	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Leppla, Alicia	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Levitin, Ganna	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Lopez, Luis	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Madrid, Albert	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Martyn, Marcia	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis

**Chad Hammitt, Assistant Superintendent, Personnel Services**

**CERTIFICATED PERSONNEL CALENDAR**

Personnel Calendar  
Board Meeting - August 28, 2012

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>HOME TEACHERS 2012-13 (Continued)</b>					
Mctigue, Marilena	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Meade, Donna	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Mejia, Juan C.	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Mohr, Lawrence	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Morales, Charleen	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Moreno Cuevas, Elizabeth	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Morris, Elisa	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Negrete Aguayo, Edaena	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Nelson, Kurt	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Nessel, Gina	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Nichols, Pamela	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Olsen, Terri	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Ortiz, Brenda	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - August 28, 2012**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>HOME TEACHERS 2012-13 (Continued)</b>					
Oslanker, Rebecca	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Osorio, Patricia	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Park, Chu	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Quintero, Eliseo	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Ramirez, Brandi	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Reyes, Robert A.	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Reynoso, Jesse	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Richardson, Marylou	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Ryen, Gladys	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Sachdeva, Sneh	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Sanchez, Rudy	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Sandoval, Paula	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Seager, Susan	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis

**Chad Hammitt, Assistant Superintendent, Personnel Services**

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar  
Board Meeting - August 28, 2012**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>HOME TEACHERS 2012-13 (Continued)</b>					
Shallis, Kimberly	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Shelby, Cathy	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Shimasaki, Darren	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Siegel, Gina	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Slingsby, Susan	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Smith, Blake	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Smith, Clo	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Sonne-Diddi, Jaimeson	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Stotelmeyer, Stephanie	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Tarnow, Paula	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Thomas, Maryanne	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Towner, Michele	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Valencia, Walter	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis

**Chad Hammitt, Assistant Superintendent, Personnel Services**

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - August 28, 2012**

<b>NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>END DATE</b>	<b>COMMENTS</b>
<b>HOME TEACHERS 2012-13 (Continued)</b>					
Wiebe, Christine	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Yardumian, Erika	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
Yardumian, Miriam	Home Teacher	Pupil Support Services	August 20, 2012	June 14, 2013	If and as needed basis
<b>ESY SUMMER SCHOOL HOME TEACHERS</b>					
Childress, Allen	Home Teacher	Pupil Support Services	June 18, 2012	August 1, 2012	If and as needed basis
Floriano, Raquel	Home Teacher	Pupil Support Services	June 18, 2012	August 1, 2012	If and as needed basis
Grajeda, Glorice	Home Teacher	Pupil Support Services	June 18, 2012	August 1, 2012	If and as needed basis
Levitin, Ganna	Home Teacher	Pupil Support Services	June 18, 2012	August 1, 2012	If and as needed basis
Mctigue, Marilena	Home Teacher	Pupil Support Services	June 18, 2012	August 1, 2012	If and as needed basis
Negrete Aguayo, Edaena	Home Teacher	Pupil Support Services	June 18, 2012	August 1, 2012	If and as needed basis
Nelson, Kurt	Home Teacher	Pupil Support Services	June 18, 2012	August 1, 2012	If and as needed basis
Quintero, Eliseo	Home Teacher	Pupil Support Services	June 18, 2012	August 1, 2012	If and as needed basis

**Chad Hammitt, Assistant Superintendent, Personnel Services**



**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - August 28, 2012**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>ESY SUMMER SCHOOL HOME TEACHERS (Continued)</b>					
Reyes, Robert A.	Home Teacher	Pupil Support Services	June 18, 2012	August 1, 2012	If and as needed basis
Sandoval, Paula	Home Teacher	Pupil Support Services	June 18, 2012	August 1, 2012	If and as needed basis
Seager, Susan	Home Teacher	Pupil Support Services	June 18, 2012	August 1, 2012	If and as needed basis
Shimasaki, Darren	Home Teacher	Pupil Support Services	June 18, 2012	August 1, 2012	If and as needed basis
Towner, Michele	Home Teacher	Pupil Support Services	June 18, 2012	August 1, 2012	If and as needed basis
Wiebe, Christine	Home Teacher	Pupil Support Services	June 18, 2012	August 1, 2012	If and as needed basis
<b>APPROVAL TO REQUEST WAIVER FOR SPEECH LANGUAGE PATHOLOGY SERVICES FOR SPECIAL EDUCATION - 2012-13</b>					
Pfotenhauer, Elise					
Torres, Araceli					
<b>ROP TEACHER 2012-13</b>					
Kahapea, Karin					
<b>SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHER</b>					
Gomez-Pedroza, Laura					

**Chad Hammitt, Assistant Superintendent, Personnel Services**

**CERTIFICATED PERSONNEL CALENDAR**

Personnel Calendar  
Board Meeting - August 28, 2012

<b>NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>END DATE</b>	<b>COMMENTS</b>
<b>ADMINISTRATIVE APPOINTMENTS</b>					
Thomas, Richard J.	Principal, Alternative Education	District	To be determined		

**Chad Hammitt, Assistant Superintendent, Personnel Services**

**AGENDA ITEM REQUESTS  
 CERTIFICATED  
 2012-13**

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
10th Grade Counseling	Segerstrom	EIA-SCE	\$15,000	August 29, 2012
2012-13 After School Grades 6-8 Intramural Sports Cross County, Flag Football/Girls Volleyball, Girls Basketball/Boys Soccer - Certificated	Special Projects	ASES-After School Program	\$67,346	August 29, 2012
2012-13 After-School Program - Site Coordinators & Designated Substitutes	Special Projects	ASES-After School Program	\$218,000	August 29, 2012
2012-13 Athletic Sports Coordinator - Intermediate - Certificated	Special Projects	ASES-After School Program	\$1,243	August 31, 2012
After School Tutorial	Fremont	EIA-SCE	\$8,500	August 29, 2012
After School Tutoring	Adams	EIA-SCE	\$9,000	September 1, 2012
ASB Advisor	Santa Ana	Santa Ana High School Teacher Stipend	\$5,000	August 29, 2012
Assessment, Intervention, Enrichment, Saturday School & Tutoring	Lowell	EIA-LEP	\$2,000	August 29, 2012
Assessment, Intervention, Enrichment, Saturday Tutoring and Before and After School Tutoring	Lowell	EIA-SCE	\$10,985	August 29, 2012
Assessment, Intervention, Enrichment, Saturday Tutoring and Before and After School Tutoring	Martin	EIA-SCE	\$10,000	August 29, 2012
AVID Coordinator	Segerstrom	EIA-SCE	\$2,500	August 29, 2012
AVID Summer Institute (Ratification)	Villa	General Fund-Extra Duty	\$1,080	August 6, 2012
Cheer Camp (Ratification)	Godinez	ASB-Cheer Account	\$250	June 18, 2012
Cheer Camp (Ratification)	Godinez	ASB-Cheer Account	\$250	July 1, 2012

**Board Meeting  
 August 28, 2012**

**AGENDA ITEM REQUESTS  
CERTIFICATED  
2012-13**

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
Common Core Professional Development	Lowell	EIA-LEP	\$2,000	August 29, 2012
Common Core Professional Development	Martin	EIA-SCE	\$2,000	August 29, 2012
Common Core State Standard Math Pilot	Educational Services			
Unit Writing (Ratification)	Secondary Division	Title II	\$1,600	June 22, 2012
Detention Monitor (Ratification)	Century	General Fund	\$15,000	August 22, 2012
Education Technology Training	Education Technology	Education Technology	\$50,000	September 1, 2012
Education Technology Training - Aeries	Education Technology	Education Technology-Aeries	\$6,000	September 1, 2012
Elementary Division Curriculum Committee - Professional Development and Planning	Educational Services	Title III	\$8,000	August 29, 2012
Elementary Division Kindergarten	Educational Services			
Assessment Administration (Ratification)	Elementary Division	EIA-SCE	\$42,000	July 2, 2012
Extra Duty - Classroom Move (Ratification)	Special Education	Special Education	\$2,000	August 15, 2012
Extra Duty - School Climate Elementary and Secondary Focus Groups (Ratification)	Special Education	Title II	\$7,800	August 2, 2012
Extra Duty - SST Training	Pupil Support Services	SST Budget	\$10,000	September 1, 2012
Foreign Language Seal of Biliteracy Meetings	English Learner Programs and Student Achievement	Title III	\$1,000	August 28, 2012
Godinez Boys Basketball Camp (Ratification)	Godinez	Boys Basketball Camp Fees	\$250	June 18, 2012
Godinez Boys Basketball Camp (Ratification)	Godinez	Boys Basketball Camp Fees	\$250	July 1, 2012
Godinez Boys Basketball League (Ratification)	Godinez	Entry Fees	\$500	June 18, 2012

**Board Meeting  
August 28, 2012**

**AGENDA ITEM REQUESTS  
CERTIFICATED  
2012-13**

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
Godinez Boys Basketball League (Ratification)	Godinez	Entry Fees	\$500	July 1, 2012
Godinez Football Camp (Ratification)	Godinez	Football Camp Fee	\$3,275	June 18, 2012
Godinez Football Camp (Ratification)	Godinez	Football Camp Fee	\$3,275	July 1, 2012
Guided Study Program	Segerstrom	EIA-SCE	\$12,500	August 29, 2012
IEP Training Video Committee (Ratification)	Special Education	Special Education	\$250	June 26, 2012
IEP Training Video Committee (Ratification)	Special Education	Special Education	\$5,000	July 2, 2012
Instructional Leadership Team Planning	Jackson	EIA-SCE	\$7,000	September 10, 2012
Instrumental Music Instructor	Madison	EIA-SCE	\$3,600	September 3, 2012
Intervention Substitute(s)	Romero-Cruz	Title III	\$14,000	August 29, 2012
Intervention Substitute(s)	Valley	EIA-SCE	\$25,000	August 29, 2012
Intervention Substitute(s)	Valley	SIG	\$87,350	August 29, 2012
	English Learner Programs and Student Achievement			
IPT Testing for Non-Public Schools		EIA-SCE	\$9,000	January 6, 2013
K-5 Intervention Substitutes	Kennedy	EIA-SCE	\$63,000	October 4, 2012
K-5 Intervention Substitutes	Lowell	Title I	\$4,000	August 29, 2012
K-5 Intervention Substitutes	Lowell	EIA-LEP	\$8,657	August 29, 2012
K-5 Intervention Substitutes	Lowell	EIA-SCE	\$25,971	August 29, 2012
K-5 Intervention Substitutes	Martin	EIA-SCE	\$15,000	August 29, 2012
K-5 Intervention Substitutes	Fremont	EIA-SCE	\$28,800	September 5, 2012
Library Study Hours	Segerstrom	General Fund	\$2,585	August 29, 2012
Network for a Healthy California				
Professional Development - Nutrition Education K-12 (Ratification)	Special Projects	Network for a Healthy California	\$3,000	August 9, 2012
OCDE Transitional Kindergarten Institute (Ratification)	Educational Services Elementary Division	Title II	\$9,505	July 2, 2012

**AGENDA ITEM REQUESTS  
CERTIFICATED  
2012-13**

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
Parent/Meeting Facilitators	Greenville	EIA-SCE	\$1,000	August 29, 2012
Planning for Instructional Program	Adams	EIA-SCE	\$1,000	September 1, 2012
Program Planning (Ratification)	Carr	EIA-SCE	\$10,000	July 23, 2012
Program Planning	Carr	EIA-SCE	\$10,000	August 29, 2012
Program Planning (Ratification)	Community Day Intermediate/High School	EIA-Bilingual	\$1,500	July 1, 2012
Program Planning (Ratification)	Valley	EIA-SCE	\$30,880	July 1, 2012
Response to Intervention (RTI) - Reading Strategies Targeting the Five Big Areas (Ratification)	Special Education	Special Education	\$100	June 26, 2012
Saturday School	Segerstrom	EIA-SCE	\$10,000	August 29, 2012
Saturday School Tutorial	Fremont	Title I	\$8,500	August 29, 2012
SIG Intervention Programs (Ratification)	Valley	SIG	\$37,510	July 1, 2012
SIG Intervention Programs (Ratification)	Valley	SIG	\$207,412	July 1, 2012
SIG Program Planning (Ratification)	Valley	SIG	\$325,884	August 1, 2012
SST Facilitators	Lowell	EIA-SCE	\$1,000	August 29, 2012
SST Facilitators	Martin	EIA-SCE	\$1,000	August 29, 2012
Staff Development Participant	Adams	EIA-SCE	\$1,000	September 1, 2012
Substitute Pay for Teacher to Move Rooms (Ratification)	Remington	General Fund	\$2,000	June 4, 2012
Substitutes for Intervention Groups	Madison	EIA-LEP	\$8,000	September 3, 2012
Substitutes for Intervention Groups	Madison	EIA-SCE	\$20,000	September 3, 2012
Summer School 2012 (Ratification)	Educational Services			
Teacher Training/Staff Development	Secondary Division	General Fund	\$1,390	June 6, 2012
Teacher Training(s)	Greenville	EIA-SCE	\$1,500	August 29, 2012
	Sepulveda	General Fund	\$500	August 29, 2012

**Board Meeting  
August 28, 2012**

**AGENDA ITEM REQUESTS  
CERTIFICATED  
2012-13**

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
Writing Literature Lessons (Ratification)	English Learner Programs and Student Achievement	Title I	\$6,200	August 1, 2012





**AGENDA ITEM BACKUP SHEET**  
**September 11, 2012**

**Board Meeting**

**TITLE:** Approval of Head Start Budget Adjustment for 2012-13 Program Year

**ITEM:** Consent

**SUBMITTED BY:** Herman Mendez, Assistant Superintendent, Elementary Education

**PREPARED BY:** Charlotte Ervin, Coordinator, Head Start

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval for the Head Start budget adjustment for 2012-13 program year. The Board is the governing body of the Head Start Program, and must ensure that appropriate internal controls are established and implemented to safeguard federal funds in accordance with 45 Code of Federal Regulations (CFR) 1301.13.

Under the Head Start Act 642(c)(1)(E)(VII), the Board is responsible for the following: (a) approving financial management, (b) accounting, (c) reporting policies, and (d) compliance with laws and regulations related to financial statements including: (aa) approval of all major financial expenditures of the agency; (bb) annual approval of the operating budget of the agency. All budget adjustments must be approved by the Board.

**RATIONALE:**

In the 2012-13 Head Start basic budget, there are projected savings in the personnel section of the budget in the amount of \$36,477. Staff is requesting to adjust the budget and transfer funds from personnel to non-personnel program expenses. The funds will be utilized to increase the quality of the program in education. Specifically, adjusted funds will increase two instructional assistants from part-time to full-time positions, and cover the balance of the cost for the playground equipment resurfacing at King Elementary School.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Approve the Head Start budget adjustment for the 2012-13 program year.

HM:lr:sz



**EXHIBIT A**

**Orange County Head Start, Inc.  
Budget Adjustment & Request for Advance Approvals  
Head Start Delegate Agencies**

Name of Delegate Agency <b>Santa Ana Unified School District</b>	Fiscal Year <b>2012/2013</b>	Date of Request <b>08/09/12</b>	Effective Date
Funding Source (HS Basic, HS T&TA, etc.) <b>HS Basic</b>	Nature of Funding	DA Assigned Number <b>8</b>	BAR Number (Grantee Use)
Director or Authorized Representative (Type Name and Title) <b>Charlotte Ervin, Head Start Coordinator</b>	<b>Budget Summary, Program Operation</b>		
Contact Person for Questions (Type Name and Phone Number) <b>Dorothy Hinshaw, 714-558-5823</b>	<b>Approved Funding</b>	<b>BAR, Pending</b>	<b>This Request + (-)</b>
	<b>3,301,945</b>	<b>-</b>	<b>-</b>
			<b>Adjusted Budget</b>
			<b>3,301,945</b>

**GABI Line Item Budget for Head Start**

Santa Ana Unified School District, 2012/2013, HS Basic, , 8	<b>Program Operation</b>			
<b>Line Item</b>	<b>Current Budget</b>	<b>BAR Pending Approval</b>	<b>This Request Adjustments +(-)</b>	<b>Proposed Adjusted Budget</b>

<b>a. PERSONNEL</b>				
<b>Child Health and Developmental Services Personnel</b>				
1	Program Managers & content Area Experts	63,480		63,480
2	Teachers/Infant Toddler Teachers	1,058,349		1,058,349
3	Family Child Care Personnel			-
4	Home Visitors			-
5	Teacher Aides & Other Education Personnel	183,487	13,610	197,097
6	Health/Mental Health Services Personnel	59,631		59,631
7	Disabilities Services Personnel	66,210	(9,148)	57,062
8	Nutrition Services Personnel			-
9	Other Child Services Personnel			-
<b>Family and Community Partnerships Personnel</b>				
10	Program Managers & content Area Experts	58,488		58,488
11	Other Family & community Partnerships Personnel	290,830		290,830
<b>Program Design and Management Personnel</b>				
12	Executive Director/Other Supervisor of HS Director			-
13	Head Start/Early Head Start Director	87,996		87,996
14	Managers			-
15	Staff Development			-
16	Clerical Personnel	70,492	(3,000)	67,492
17	Fiscal Personnel	91,967		91,967
18	Other Administrative Personnel			-
19	Maintenance Personnel	69,630	(3,500)	66,130
20	Transportation Personnel			-
21	Other Personnel - Subs	34,126		34,126
	Other Write-in Line Items			-
<b>TOTAL PERSONNEL (6a)</b>		2,134,686	-	(2,038)
				2,132,648

<b>b. FRINGE BENEFITS</b>				
1	Social Security (FICA), State Disability, UI	94,240	(11,000)	83,240
2	Health/Dental/Life Insurance	551,695	(34,000)	517,695
3	Retirement	201,924	4,061	205,985
4	Other Fringe: Medicare, Wkrs Comp, Retiree Benefits	133,632		133,632
	Other Write-in Line Items			-
<b>TOTAL FRINGE BENEFITS (6b)</b>		981,491	-	(40,939)
				940,552

**EXHIBIT A**

**GABI Line Item Budget for Head Start**

Santa Ana Unified School District, 2012/2013, HS Basic, , 8				
<b>Line Item</b>	<b>Program Operation</b>			
	<b>Current Budget</b>	<b>BAR Pending Approval</b>	<b>This Request Adjustments +(-)</b>	<b>Proposed Adjusted Budget</b>

<b>c. TRAVEL</b>					
1	Staff Out-Of-Town Travel				-
	Other Write-in Line Items				-
<b>TOTAL TRAVEL (6c)</b>		-	-	-	-

<b>d. EQUIPMENT</b>					
1	Office Equipment				-
2	Classroom/Outdoor/Home-based/FCC				-
3	Vehicle Purchase				-
4	Other Equipment				-
	Other Write-in Line Items				-
<b>TOTAL EQUIPMENT (6d)</b>		-	-	-	-

<b>e. SUPPLIES</b>					
1	Office Supplies	4,487		4,000	8,487
2	Child and Family Services Supplies	38,780		4,027	42,807
3	Food Services Supplies	6,000			6,000
4	Other Supplies, custodial, computer supplies	20,000			20,000
	Other Write-in Line Items-				-
<b>TOTAL SUPPLIES (6e)</b>		69,267	-	8,027	77,294

<b>f. CONTRACTUAL</b>					
1	Administrative Services (e.g., Legal, Accounting)				-
2	Health/Disabilities Services	35,980			35,980
3	Food Service				-
4	Child Transportation Services- field trips	12,000			12,000
5	Training & Technical Assistance				-
6	Family Child Care				-
7	Delegate Agency Costs				-
8	Other Contracts - Child Care Careers				-
	Other Write-in Line Items-Xerox contracts, Child Plus	19,005			19,005
<b>TOTAL CONTRACTUAL (6f)</b>		66,985	-	-	66,985

<b>g. CONSTRUCTION</b>					
1	New Construction				-
2	Major Renovation				-
3	Acquisition of Buildings/Modular Units				-
	Other Write-in Line Items:				-
<b>TOTAL CONSTRUCTION (6g)</b>		-	-	-	-

**EXHIBIT A**

**GABI Line Item Budget for Head Start**

Santa Ana Unified School District, 2012/2013, HS Basic, , 8				
<b>Line Item</b>	<b>Program Operation</b>			
	<b>Current Budget</b>	<b>BAR Pending Approval</b>	<b>This Request Adjustments +(-)</b>	<b>Proposed Adjusted Budget</b>

**h. OTHER**

1	Depreciation/Use Allowance				-
2	Rent	5,348			5,348
3	Mortgage				-
4	Utilities, Telephone	12,550		10,000	22,550
5	Building & Child Liability Insurance	1,788			1,788
6	Building Maintenance/Repair and Other Occupancy				-
7	Incidental Alterations/Renovations			24,950	24,950
8	Local Travel	6,000			6,000
9	Nutrition Services				-
10	Child Services Consultants				-
11	Volunteers				-
12	Substitutes (if not paid benefits)				-
13	Parent Services	10,430			10,430
14	Accounting & Legal Services	4,400			4,400
15	Publications/Advertising/Printing	8,000			8,000
16	Training or Staff Development				-
17	Other - Equipment Maintenance	1,000			1,000
	Other Write-in Line Items				-
<b>TOTAL OTHER (6h)</b>		49,516	-	34,950	84,466

<b>i. TOTAL DIRECT CHARGES</b>	3,301,945	-	-	3,301,945
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<b>j. INDIRECT COSTS</b>				-
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<b>k. TOTALS - ALL BUDGET CATEGORIES</b>	3,301,945	-	-	3,301,945
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<b>Non Federal Share</b>	-			-
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**JUSTIFICATION** - (Use the provided Microsoft Word Template for the rationale and justification for the requested advance approval and/or budget adjustment.)

**Orange County Head Start, Inc.  
Budget Adjustment & Request for Advance Approvals  
Head Start & State Preschool Delegate Agencies and School Districts**

Name of Delegate Agency <b>Santa Ana Unified School District</b>		Fiscal Year <b>2012/2013</b>	Date of Request <b>8/9/12</b>	Effective Date
Funding Source (HS Basic, HS T&TA, EHS Basic, etc.) <b>HS Basic</b>	Nature of Funding <b>Budget Adj.</b>	DA Assigned Number <b>8</b>	BAR Number (Grantee Use)	

**Justification of Budget Adjustment and/or Request for Advance Approvals:**

1. Describe the purpose of the proposed change(s), including:
  - a) What is the impact of the proposed change on program operations currently in place?
  - b) How will the change(s) impact the organizational structure in terms of the agency's ability to deliver services?
2. Do the budget changes that support the request meet fiscal accountability as they relate to (a) allowable, (b) necessary, (c) reasonable, and (d) allocable?
3. What alternative(s) were considered before proposing the changes?
4. How will the alternative chosen improve the delivery of services to children and families?
5. Describe how the proposed changes conform to Federal and/or State regulations.

<b>Budget Adjustment</b>		
<b>Line Item</b>	<b>Savings/Needed</b>	<b>Reason</b>
<b>a. PERSONNEL</b>		
5. Teacher Aides & Other Education Personnel	13,610.00	Changing 2 part time Teacher Aide positions to full time to better meet classroom needs. One worked over allowed hours, so have to pay benefits. The other person resigned, and it benefits our program to hire a full time person instead of another part time person.
7. Disabilities Services Personnel	(9,148.00)	Salary for Special Ed Teacher is \$2,734 higher than originally budgeted. Because of needing to make a part time Teacher Aide full time, we will not be hiring the Student Support Paraprofessional, Special Ed. position. The difference between the SSP position and the amount needed for the Special Ed teacher would go towards the increase needed for the 2 full time Teacher Aides.

**APPROVALS**

	Grantee Program Office and Date Signed
DA Policy Committee (Auth. Rep.) and Date Signed	Quality Systems Unit and Date Signed
DA -- Signature of Authorized Board Member and Date Signed	Div. Director, Finance and Administration and Date Signed

Sub-total Salaries (6a)	4,462.00	
<b>b. Fringe Benefits</b>		
1. Social Security (FICA), State Disability, SUI	(11,000.00)	The State Unemployment rate went from 1.61% to 1.1% resulting is savings
2. Health, Dental, Life Insurance	(34,000.00)	When the original budget was being created, there were several open positions, which were budgeted at the family rate. Several of these employees came in at the single rate, resulting in savings. We had also been told that there was a probably increase of 8% in cost over last year, so that was budgeted as well, but the increase in cost to our program was not that high.
3. Retirement	4,061.00	The PERS rate went from 10.923% to 11.417%, resulting in additional funds needed to cover PERS costs.
<b>Sub Total Fringe Benefits (6b)</b>	<b>(40,939.00)</b>	
<b>Total Personnel &amp; Benefits</b>	<b>(36,477.00)</b>	<b>Total Available</b>
<b>e. Supplies</b>		
1. Office Supplies	1,500.00	Additional Office Supplies
2. Child & Family Service Supplies	2,027.00	Additional child & family service supplies
<b>Total Supplies (6e)</b>	<b>3,527.00</b>	
<b>f. Contractual</b>		
2. Health/Disabilities Services	3,000.00	Increase to Nutrition Consultant, raising contract to \$10,000
<b>Total Contractual</b>	<b>3,000.00</b>	

**APPROVALS**

Grantee Program Office and Date Signed

DA Policy Committee (Auth. Rep.) and Date Signed

Quality Systems Unit and Date Signed

DA -- Signature of Authorized Board Member and Date Signed

Div. Director, Finance and Administration and Date Signed

<b>h. OTHER</b>		
4. Utilities, Telephone	5,000.00	Additional Utilities cost above what is claimed in In-Kind for Head Start classrooms for sites other than Broadway, payable to SAUSD.
7. Incidental Alterations/Renovations	24,950.00	Playground resurfacing at King, moved forward from 2011/2012 budget because not completed in specified time.
TOTAL OTHER (6h)	29,950.00	
<b>i. TOTAL Non Personnel</b>		
	36,477.00	<b>Total Needed</b>
Difference	-	

## APPROVALS

	Grantee Program Office and Date Signed
DA Policy Committee (Auth. Rep.) and Date Signed	Quality Systems Unit and Date Signed
DA -- Signature of Authorized Board Member and Date Signed	Div. Director, Finance and Administration and Date Signed

# APPROVALS

	Grantee Program Office and Date Signed
DA Policy Committee (Auth. Rep.) and Date Signed	Quality Systems Unit and Date Signed
DA -- Signature of Authorized Board Member and Date Signed	Div. Director, Finance and Administration and Date Signed



# APPROVALS

Grantee Program Office and Date Signed

DA Policy Committee (Auth. Rep.) and Date Signed

Quality Systems Unit and Date Signed

DA -- Signature of Authorized Board Member and Date Signed

Div. Director, Finance and Administration and Date Signed

# APPROVALS

	Grantee Program Office and Date Signed
DA Policy Committee (Auth. Rep.) and Date Signed	Quality Systems Unit and Date Signed
DA -- Signature of Authorized Board Member and Date Signed	Div. Director, Finance and Administration and Date Signed

**AGENDA ITEM BACKUP SHEET**  
**September 11, 2012**

**Board Meeting**

**TITLE:**                   **Approval of Application Certification for Continued Participation in Class Size Reduction Operations Funding Program for Grades K-3 for 2012-13 School Year**

**ITEM:**                   **Consent**

**SUBMITTED BY:** **Herman Mendez, Assistant Superintendent, Elementary Education**

**PREPARED BY:** **Herman Mendez, Assistant Superintendent, Elementary Education**

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the application process to obtain Class Size Reduction (CSR) Operations Funding for the 2012-13 school year. The Board is required to certify information contained in the District's Operations Funding Program application is true and correct.

**RATIONALE:**

The CSR program was established in 1996-97 to improve the educational program, especially in reading and mathematics for children in grades K-3. The CSR program provides incentive money to school districts and charter schools to operate specified reduced-size classes in grades K-3. The funding rates are \$1,071 per pupil for Option One and \$535 per pupil for Option Two.

In order to comply with the State of California, the Board is required to certify by a Board Resolution or an entry in the Board meeting minutes that information on the 2012-13 CSR Operations application is accurate.

The District's 2012-13 CSR participation reflects the CSR flexibility afforded by the State as pursuant to California Education Code (EC) Section 52124.3, with a new schedule for a four-year period from 2008-09 through 2012-13 which provides for 70% reimbursement up to a ratio of 30:1. Kindergarten and Transitional Kindergarten will continue to operate within the Option Two where the class size student to teacher ratio is reduced for 50% of the instructional day.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Approve the application certifying continued participation in Class Size Reduction Operations Funding Program for grades K-3 for 2012-13 school year.

HM:lr.sz



## 2012–13 Operations Application K-3 Class Size Reduction Program

County and District Code

3	0	6	6	6	7	0
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Charter School Code\*

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County Orange

District Santa Ana Unified School

Charter School\* \_\_\_\_\_

\*For use only by charter schools applying independent of their authorizing entity. Do not submit a separate application for charter schools that were included in their authorizing entity's 2008–09 through 2011–12 applications.

### Calculation of Provisional Funding for 2012–13 (February 2013 payment)

These calculations are for planning purposes and to continue the flow of funds. The calculation of final entitlements will be based on actual enrollment data submitted on the Form J-7CSR.

	1 Class Size	2 Number of Classes	3 Number of Enrolled Pupils	4 2012–13 Funding Level	5 Estimated Allocation
<b>Option One</b>					
a	20.44 pupils or fewer			\$1,071	\$0
b	20.45 to 21.44			95%	\$0
c	21.45 to 22.44			90%	\$0
d	22.45 to 22.94			85%	\$0
e	22.95 to 24.94			80%	\$0
f	24.95 pupils or greater	449	13,351	70%	\$6,732,306
g	Subtotal, Option 1	449	13,351		\$6,732,306
<b>Option Two</b>					
h	20.44 pupils or fewer	294	4,440	\$535	\$2,375,400
i	20.45 to 21.44			95%	\$0
j	21.45 to 22.44			90%	\$0
k	22.45 to 22.94			85%	\$0
l	22.95 to 24.94			80%	\$0
m	24.95 pupils or greater			70%	\$0
n	Subtotal, Option 2	294	4,440		\$2,375,400
o	<b>Grand Totals*</b> Option 1 + Option 2	743	17,791		\$9,107,706

\*The total number of classes reported on the application may not exceed the total number of classes reported on the 2008–09 Operations Application.

***Complete this page only if box 2 on page 2 was checked. Mail the entire 3-page application by September 25, 2012 (postmark) to:***

Rebecca Lee ~ CDE, School Fiscal Services Division ~ 1430 N Street, Suite 3800 ~ Sacramento, CA 95814

**AGENDA ITEM BACKUP SHEET**  
**September 11, 2012**

**Board Meeting**

**TITLE:**                   **Approval of Memorandum of Understanding with Dana Point Ocean Institute for Sepulveda Elementary School for 2012-13 School Year**

**ITEM:**                   **Consent**

**SUBMITTED BY:** **Herman Mendez, Assistant Superintendent, Elementary Education**

**PREPARED BY:** **Jessica Banda, Principal, Sepulveda Elementary School**

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the Memorandum of Understanding with the Dana Point Ocean Institute for Sepulveda Elementary School for the 2012-13 school year.

**RATIONALE:**

The Dana Point Ocean Institute is nationally known for its hands-on marine science, environmental education, and maritime history programs. More than 115,000 K-12 students and 8,000 teachers annually participate in the Institute's award-winning, immersion style programs. The goal of this program is to bring a hands-on science experiences to all students at Sepulveda Elementary School. These units of study will be aligned with the McMillian adopted classroom science curriculum and the Next Generation Science Standards.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Approve the Memorandum of Understanding with Dana Point Ocean Institute for Sepulveda Elementary School for the 2012-13 school year.

**Memorandum of Understanding  
Between  
Dana Point Ocean Institute  
and  
Sepulveda Elementary School**

The purpose of this Memorandum of Understanding, hereinafter referred to as MOU, is to establish a collaborative relationship between Dana Point Ocean Institute, hereinafter referred to as Ocean Institute, and Sepulveda Elementary School hereinafter referred to as Sepulveda and shall be collectively referred to as the “Parties.”

NOW, THEREFORE the Parties agree as follow:

**A. PURPOSE & SCOPE**

The Dana Point Ocean Institute will provide Science lessons which are aligned with class instruction and the Next Generation Science Standards to Kindergarten, 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup> grade students.

All students will receive an opportunity to participate in an Ocean Institute Program:

**Kinder** - Safari into the Intertidal Zone- Learn about the adaptations necessary for animals to survive in this harsh environment. Students interact with live sea stars, urchins, hermit crabs, and many other local residents for California's tide pools in the hands-on experience. Next Generation Science Standards- Organisms and Their Environments (OTE)  
- Friday, 9/28, 10:30 a.m. 50 minutes 3 classes

**First Grade** - Safari into the Intertidal Zone- Learn about the adaptations necessary for animals to survive in this harsh environment. Students interact with live sea stars, urchins, hermit crabs, and many other local residents for California's tide pools in the hands-on experience.- Next Generation Science Standards-Structure and Function (SF) - Friday, 9/21, 9:30a.m. 50 minutes 3 classes

**Second Grade** - If a Dolphin Were a Fish- Students investigate how a dolphin might be similar to a human, but different from other marine animals. Live animals, artifacts, and interactive activities allow the students to discover which characteristics are unique to all mammals.- Next Generation Science Standards -Interdependence of Organisms and Their Surroundings (IOS) - Friday, 9/14, 9:30a.m. 50 minutes, 2 classes

**Third Grade -Smiley the Shark-**This is a new exploration comparing feeding strategies of local marine organisms. After reading Smiley the Shark by Ruth Galloway, students examine what and how different marine animals eat. Live tide pool animals and shark artifacts showcase the diversity of adaptations in the marine environment.-Next Generation Science Standards- Environmental Impacts on Organisms (E/O) - Friday, 9/20, 9:30a.m. 50 minutes, 2 classes

**Fourth Grade - Marine Mammal/Cruise Program -Dolphins, whales, seals, and sea lions** are the focus of this exciting voyage on the open ocean. Students investigate the natural history of our local marine mammals using a benthic grab sampler plankton net, and hydrophone array. Next Generation Science Standards- Life Cycles and Traits (LCD)

**Fourth Grade - Marine Mammal/Cruise Program -Dolphins, whales, seals, and sea lions** are the focus of this exciting voyage on the open ocean. Students investigate the natural history of our local marine mammals using a benthic grab sampler plankton net, and hydrophone array. Next Generation Science Standards- Life Cycles and Traits (LCD) - Field Trip, Friday,9/14,8:15 leave school or 10:00 a.m. leave school (1class at a time)

**Fifth Grade - Living Systems lab/Cruise Combo-** This program explores the relationship between biotic and antibiotic components of the marine ecosystem. This lab includes a fish dissection, water chemistry, aquarium science, and studying the oceanic food chain. Aboard the R/V Sea Explorer, students examine benthic and pelagic habitats by developing oceanographic sampling equipment to collect a variety of marine specimens. Next Generation Science Standards -Matter and Energy in Ecosystems (MEE)- Field Trip, Tuesday, 10/16 (1class) &Thursday, 10/18 (1 class & Upper SDC),8:15leave school

**B. FUNDING.** This MOU shall not be used to obligate or commit funds. No proposal or contract purporting to commit either Party to perform any work shall be binding upon that Party without the express written approval of Parties who are duly authorized to issue such agreements and contracts.

**C. NOTICES.** All notices of demands to be given under this MOU by either party to the other shall be in writing to the following representatives:

DISTRICT: Santa Ana Unified School District  
Michael P. Bishop, Sr., CBO, Deputy Superintendent, Operations  
1601 E. Chestnut Avenue  
Santa Ana, CA 92701

OCEAN INSTITUTE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**D. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT**, this MOU is a nonbinding agreement that both parties have entered into in good faith. Modifications within the scope of work shall be made by mutual consent of the parties, by the issuance of a written modification notice sent sixty (60) days prior to the date, signed and dated by all parties, prior to any changes being performed.

**E. IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of the last written date below:

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

Dana Point Ocean Institute

By: \_\_\_\_\_  
Michael P. Bishop, Sr., CBO  
Title: Deputy Superintendent, Operations  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Type Name)  
Title:  
Date: \_\_\_\_\_

Board Approved:



**AGENDA ITEM BACKUP SHEET**  
**September 11, 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

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**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:lr:msb

SANTA ANA UNIFIED SCHOOL DISTRICT - EXTENDED FIELD TRIPS  
 RECOMMENDED FOR APPROVAL - September 11, 2012

Date:	Schools/Location:	Funding and Cost:	Student(s):	Staff and Chaperone:
September 28-30, 2012 (Friday-Sunday)	Segerstrom High School Girls' Varsity Cross Country Team Stanford Cross Country Invitational Stanford University Palo Alto	\$264 per student(s) (cost paid by ASB fund)	9	1

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

**AGENDA ITEM BACKUP SHEET**  
**September 11, 2012**

**Board Meeting**

**TITLE:**                **Approval of Payment and Reimbursement of Costs Incurred for Students with Disabilities for 2012-13 School Year**

**ITEM:**                **Consent**

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

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

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**BACKGROUND INFORMATION:**

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

**RATIONALE:**

The parties listed participated in a resolution session, settlement conference and/or mediation following the filing of a due process hearing and agreed to resolve the dispute by reimbursing those applicable for costs incurred.

**FUNDING:**

Special Education: Not to exceed \$4,000

**RECOMMENDATION:**

Approve payment and reimbursement of costs incurred for students with disabilities for the 2012-13 school year.



DL:cvl

**Payment and Reimbursement of Costs Incurred for Students with Disabilities  
for 2012-13 School Year**

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**Board Meeting: September 11, 2012**

Student ID#	Amount	Agency:
354818	\$4,000	Law Office of Michael E. Jewell, APLC

**AGENDA ITEM BACKUP SHEET**  
**September 11, 2012**

**Board Meeting**

**TITLE:**                   **Ratification of Purchase Order Summary and Listing of Orders \$25,000 and Over for Period of August 8, 2012 through August 28, 2012**

**ITEM:**                   **Consent**

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

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

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**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 August 8, 2012 through August 28, 2012.

**RATIONALE:**

The Purchase Order Summary consists of all orders created during the period of August 8, 2012 through August 28, 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 August 8, 2012 through August 28, 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: August 28, 2012  
To: Thelma Meléndez de Santa Ana, Ph.D., Superintendent  
From: Michael P. Bishop, Sr., CBO, Deputy Superintendent, Operations  
Subject: Purchase Order Summary: From 08-AUG-2012 Through 28-AUG-2012

Fund 01 General Fund	\$21,506,176.25
Fund 12 Child Development	\$5,580.00
Fund 13 Cafeteria Fund	\$260,655.26
Fund 14 Deferred Maintenance Fund	\$233,529.33
Fund 24 SAUSD GO Bond, 2008 Election, Series A Building Fund	\$1,868,828.96
Fund 25 Capital Facilities Fund	\$637,264.80
Fund 35 County School Facilities Fund	\$888,008.13
Fund 40 Special Reserve Fund	\$27,000.00
Fund 49 Capital Project Fund for Blended Component Units (CFD)	\$27,000.00
Fund 68 Workers' Compensation	\$3,073,000.00
Fund 81 Property & Liability	\$2,547,895.69
Grand Total:	\$29,323,584.16

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 08-AUG-2012 Through 28-AUG-2012 Page: 1 of 12

PO No.	Vendor		BOA Date
Funding	Description	Location	Amount
278382	EDUCATION PIONEERS		2012/05/22
Unrestricted	Consultant	SUPERINTENDENT'S	\$34,500.00
Discretionary	Noninstructional	OFFICE	
Accounts			
280074	HMC ARCHITECTS		
Developer Fees	Building Architect	CENTURY HIGH SCHOOL	\$48,000.00
Developer Fees	Plans All Other - Printing, etc.	CENTURY HIGH SCHOOL	\$3,600.00
280082	PAUL ARATA		2012/06/26
Special Ed: Mental Health Services	Sub-Agreements for Services	SPECIAL EDUCATION	\$52,400.01
Special Ed: Mental Health Services	Consultants Instructional	SPECIAL EDUCATION	\$25,000.00
280084	CHARLES ROBERT SPICER		2012/06/26
Special Ed: Mental Health Services	Sub-Agreements for Services	SPECIAL EDUCATION	\$21,440.00
Special Ed: Mental Health Services	Consultants Instructional	SPECIAL EDUCATION	\$25,000.01
280091	SAMUEL BARTALUZZI		2012/06/26
Special Ed: Mental Health Services	Sub-Agreements for Services	SPECIAL EDUCATION	\$44,660.00
Special Ed: Mental Health Services	Consultants Instructional	SPECIAL EDUCATION	\$25,000.01
280116	TJ JANCA CONSTRUCTION, INC.		
Capital Facilities Fund		WASHINGTON ELEMENTARY SCHOOL	\$1,901.69
Capital Facilities Fund		WILLARD INTERMEDIATE SCHOOL	\$44,034.10
Developer Fees		CENTURY HIGH SCHOOL	\$26,600.00
OPSC School Facilities Bond		MADISON ELEMENTARY SCHOOL	\$468.13
OPSC School Facilities Bond		FRANKLIN ELEMENTARY SCHOOL	\$1,341.34
OPSC School Facilities Bond		SANTA ANA HIGH SCHOOL	\$9,556.30

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

From 08-AUG-2012 Through 28-AUG-2012 Page: 2 of 12

PO No.	Vendor		BOA Date
Funding	Description	Location	Amount
280118	JL COBB PAINTING		
OPSC School Facilities Bond		FREMONT ELEMENTARY SCHOOL	\$965.00
OPSC School Facilities Bond		MCFADDEN INTERMEDIATE SCHOOL	\$13,000.68
SAUSD GO Bond, 2008 Election, Series A		SANTA ANA HIGH SCHOOL	\$6,500.00
Capital Facilities Fund		LATHROP INTERMEDIATE SCHOOL	\$1,500.00
Capital Facilities Fund		WILLARD INTERMEDIATE SCHOOL	\$9,800.00
Developer Fees		CENTURY HIGH SCHOOL	\$5,500.00
OPSC School Facilities Bond		FRANKLIN ELEMENTARY SCHOOL	\$14,374.85
280130	HMC ARCHITECTS		
Developer Fees	Building Architect	CENTURY HIGH SCHOOL	\$118,168.50
Developer Fees	Plans All Other Printing, etc.	CENTURY HIGH SCHOOL	\$3,600.00
280131	HMC ARCHITECTS		
OPSC School Facilities Bond	Building Architect	LATHROP INTERMEDIATE SCHOOL	\$42,284.38
OPSC School Facilities Bond	Plans All Other Printing, etc.	LATHROP INTERMEDIATE SCHOOL	\$3,889.85
280170	THE FRUITGUYS		
Child Nutrition: Healthy Active Families	Materials & Supplies/Software	SPECIAL PROJECTS/WELLNESS	\$37,000.00
280275	FUJIFILM NORTH AMERICA, CORP.		
General Fund	Publications Inventory	PUBLICATIONS	\$30,000.00
280324	WAXIE SANITARY SUPPLY		
Ongoing & Major Maintenance Account	Electrical/ Electronics Building Maintenance Supplies	BUILDING SERVICES	\$35,000.00



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

From 08-AUG-2012 Through 28-AUG-2012 Page: 3 of 12

PO No.	Vendor			BOA Date
Funding	Description	Location	Amount	
280355	GAS CO.			
Unrestricted	Utilities Gas	DISTRICTWIDE	\$435,000.00	
Discretionary				
Accounts				
280357	CITY OF SANTA ANA			
Unrestricted	Utilities Water	DISTRICTWIDE	\$1,103,666.00	
Discretionary				
Accounts				
280361	SOUTHERN CALIFORNIA EDISON			
Unrestricted	Utilities	DISTRICTWIDE	\$6,440,158.96	
Discretionary	Electricity			
Accounts				
280362	ORANGE COUNTY SANITATION DISTRICT			
Unrestricted	Sanitation Sewer	DISTRICTWIDE	\$130,157.00	
Discretionary				
Accounts				
280369	WARE DISPOSAL, INC.			
Unrestricted	Housekeeping	DISTRICTWIDE	\$276,000.00	
Discretionary	Services Trash			
Accounts				
280374	PSC - PHILIP SERVICES CORPORATION			
Workers' Compensation	Other Contracts	RISK MANAGEMENT	\$30,000.00	
280405	BAT JAC GLASS, INC.			
Ongoing & Major Maintenance Account	Maintenance Contracts	BUILDING SERVICES	\$50,000.00	
280439	GILBERT & STEARNS, INC.			
Capital Facilities Fund		EDISON ELEMENTARY SCHOOL	\$13,482.67	
Capital Facilities Fund		LATHROP INTERMEDIATE SCHOOL	\$3,124.50	
Capital Facilities Fund		WILLARD INTERMEDIATE SCHOOL	\$4,117.24	
Capital Facilities Fund		SADDLEBACK HIGH SCHOOL	\$3,872.25	
Developer Fees		CENTURY HIGH SCHOOL	\$18,474.30	
OPSC School Facilities Bond		HARVEY ELEMENTARY SCHOOL	\$1,129.15	

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

From 08-AUG-2012 Through 28-AUG-2012 Page: 4 of 12

PO No.	Vendor		BOA Date
Funding	Description	Location	Amount
280439	GILBERT & STEARNS, INC.		
	OPSC School Facilities Bond	MARTIN ELEMENTARY SCHOOL	\$1,334.87
	OPSC School Facilities Bond	MONROE ELEMENTARY SCHOOL	\$2,994.53
	OPSC School Facilities Bond	ROOSEVELT ELEMENTARY SCHOOL	\$403.19
	OPSC School Facilities Bond	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$6,750.00
	OPSC School Facilities Bond	REMINGTON ELEMENTARY SCHOOL	\$188.64
	OPSC School Facilities Bond	SANTA ANA HIGH SCHOOL	\$1,720.00
	OPSC School Facilities Bond	HARVEY ELEMENTARY SCHOOL	\$8,707.04
	OPSC School Facilities Bond	JEFFERSON ELEMENTARY SCHOOL	\$4,104.00
	OPSC School Facilities Bond	WILLARD INTERMEDIATE SCHOOL	\$1,935.00
280448	NTD ARCHITECTURE		
	SAUSD GO Bond, 2008 Building Architect Election, Series A	GARFIELD ELEMENTARY SCHOOL	\$146,406.91
	SAUSD GO Bond, 2008 Plans All Other Election, Series A Printing, etc.	GARFIELD ELEMENTARY SCHOOL	\$3,749.23
280451	NTD ARCHITECTURE		
	SAUSD GO Bond, 2008 Building Architect Election, Series A	GARFIELD ELEMENTARY SCHOOL	\$371,874.60
	SAUSD GO Bond, 2008 Plans All Other Election, Series A Printing, etc.	GARFIELD ELEMENTARY SCHOOL	\$4,000.00
280517	INTERIOR WALL SYSTEM, LLC		
	Unrestricted Maintenance	REGIONAL	\$7,101.00
	Regional Contracts Repairs	OCCUPATIONAL	
	Occupational	PROGRAM	
	Centers/Program		

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

From 08-AUG-2012 Through 28-AUG-2012 Page: 5 of 12

PO No.	Vendor		BOA Date
Funding	Description	Location	Amount
280517	INTERIOR WALL SYSTEM, LLC		
Ongoing & Major	Maintenance	BUILDING SERVICES	\$18,673.00
	Maintenance Account Contracts Repairs		
OPSC School		ROOSEVELT	\$3,765.00
Facilities Bond		ELEMENTARY SCHOOL	
OPSC School		FREMONT ELEMENTARY	\$240,000.00
Facilities Bond		SCHOOL	
280613	SPEECH AND LANGUAGE DEVELOPMENT CENTER		2012/06/26
Special Education	Non Public Schools	SPECIAL EDUCATION	\$80,000.00
	Contracts		
280614	ROSSIER PARK ELEMENTARY		2012/06/26
Special Education	Non Public Schools	SPECIAL EDUCATION	\$160,000.00
	Contracts		
280616	ROSSIER PARK JUNIOR/SENIOR HIGH SCHOOL		
Special Education	Non Public Schools	SPECIAL EDUCATION	\$500,000.00
	Contracts		
280617	MARDAN CENTER OF EDUCATION THERAPY		2012/06/26
Special Education	Non Public Schools	SPECIAL EDUCATION	\$200,000.00
	Contracts		
280639	ALTON SCHOOL		2012/06/26
Special Education	Non Public Schools	SPECIAL EDUCATION	\$26,000.00
	Contracts		
280641	BEACON DAY SCHOOL, INC.		2012/06/26
Special Education	Non Public Schools	SPECIAL EDUCATION	\$50,000.00
	Contracts		
280642	DEVEREUX TEXAS TREATMENT NETWORK		2012/06/26
Special Education	Non Public Schools	SPECIAL EDUCATION	\$26,286.00
	Contracts		
Special Ed: Mental	Non Public Schools	SPECIAL EDUCATION	\$135,147.00
Health Services	Contracts		
280643	SANTA ANA UNIFIED SCHOOL DISTRICT MEDICAL SELF - INSURANCE		
Workers' Compensation	W/C Claims Classified	RISK MANAGEMENT	\$3,000,000.00
280646	CORVEL CORPORATION		
Property & Liability	Other Insurance	RISK MANAGEMENT	\$350,000.00

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

From 08-AUG-2012 Through 28-AUG-2012 Page: 6 of 12

PO No.	Vendor		BOA Date
Funding	Description	Location	Amount
280669	RAYBURN CORPORATION		
	SAUSD GO Bond, 2008	FACILITIES/GOVERNMENTAL	\$100,000.00
	Election, Series A	RELATIONS	
280690	JOHNSTONE SUPPLY		
	Deferred	Electrical/	BUILDING SERVICES
	Maintenance Fund	Electronics Building	\$70,000.00
		Maintenance Supplies	
280691	COMMERCIAL AQUATIC SERVICES, INC.		
	Ongoing & Major	Maintenance	BUILDING SERVICES
	Maintenance Account	Contracts Repairs	\$40,000.00
280695	DUNN EDWARDS		
	Deferred	Electrical/	BUILDING SERVICES
	Maintenance Fund	Electronics Building	\$50,000.00
		Maintenance Supplies	
280700	GREGORY ALLAN YANCY DBA G.C. FIRE		
	Deferred	Maintenance	BUILDING SERVICES
	Maintenance Fund	Contracts Repairs	\$33,625.00
280741	INTERNATIONAL CENTER FOR LEADERSHIP		2012/06/12
	ARRA Title 1 School Consultants	WILLARD	\$35,200.00
	Improvement Grant	Instructional	INTERMEDIATE SCHOOL
280742	COMMUNITY PARTNERS		2012/06/26
	ARRA Title 1 School Sub-Agreements for	SADDLEBACK HIGH	\$150,000.00
	Improvement Grant	Services	SCHOOL
280744	THERAPEUTIC EDUCATION CENTERS		2012/06/26
	Special Education	Non Public Schools	SPECIAL EDUCATION
		Contracts	\$398,500.00
280753	YORK INSURANCE SERVICES GROUP, INC. - CALIFORNIA		2012/06/26
	Workers' Compensation	Other Contracts	RISK MANAGEMENT
			\$45,000.00
280767	PARKHOUSE TIRE, INC.		
	Ongoing & Major	Maintenance	BUILDING SERVICES
	Maintenance Account	Contracts Repairs	\$30,000.00
280768	ATKINSON ANDELSON LOYA RUUD &	ROMO	2012/06/26
	Risk Management	Other Contracts	RISK MANAGEMENT
	Undesignated		\$25,000.00
280833	GOLD STAR FOODS		
	Child Nutrition:	Food Inventory	FOOD 4 THOUGHT
	School Programs	Site Distribution	\$215,500.00

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

From 08-AUG-2012 Through 28-AUG-2012 Page: 7 of 12

PO No.	Vendor		BOA Date
Funding	Description	Location	Amount
280891	GOVERNMENT FINANCIAL STRATEGIES, INC.		2012/06/26
Unrestricted	Consultant	BUSINESS SERVICES	\$25,000.00
Discretionary	Noninstructional	DIVISION	
Accounts			
280893	MCKENNA, LONG & ALDRIDGE, LLP		2012/06/26
Unrestricted	Legal Audit and	BUSINESS SERVICES	\$100,000.00
Discretionary	Election Contracts	DIVISION	
Accounts			
280894	STRATEGIC EDUCATION SERVICES		2012/06/26
Unrestricted	Consultant	BUSINESS SERVICES	\$36,000.00
Discretionary	Noninstructional	DIVISION	
Accounts			
280898	KEY DATA SYSTEMS		2012/06/26
IASA:Title I Basic	Other Contracts	STUDENT ACHIEVEMENT	\$56,500.00
Grants Low-Income			
280900	PLAYWORKS EDUCATION ENERGIZED		2012/07/24
Economic Impact Aid	Sub-Agreements for	KENNEDY ELEMENTARY	\$2,000.00
	Services	SCHOOL	
Economic Impact Aid	Consultants	KENNEDY ELEMENTARY	\$25,000.00
	Instructional	SCHOOL	
280909	DT-COMP, INC.		2012/07/24
Unrestricted	Consultant	INFORMATION	\$25,000.00
Discretionary	Noninstructional	TECHNOLOGY CENTER	
Accounts			
280911	LISA HARTMAN		2012/07/24
Special Ed: Mental	Sub-Agreements for	SPECIAL EDUCATION	\$21,440.00
Health Services	Services		
Special Ed: Mental	Consultants	SPECIAL EDUCATION	\$25,000.00
Health Services	Instructional		
280917	STEPHANIE ISGITT		2012/07/24
Special Ed: Mental	Sub-Agreements for	SPECIAL EDUCATION	\$44,660.00
Health Services	Services		
Special Ed: Mental	Consultants	SPECIAL EDUCATION	\$25,000.00
Health Services	Instructional		
280971	EDULINK SYSTEMS, INC.		
Unrestricted	Maintenance	INFORMATION	\$57,000.00
Discretionary	Contracts Repairs	TECHNOLOGY CENTER	
Accounts			

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

From 08-AUG-2012 Through 28-AUG-2012 Page: 8 of 12

PO No.	Vendor			BOA Date
Funding	Description	Location		Amount
280977	FOLLETT EDUCATIONAL SERVICES			
Lottery:	Textbooks	STATE TEXTBOOKS		\$25,426.15
	Instructional Materials			
281006	GLENCOE MCGRAW HILL			
Lottery:	Textbooks	STATE TEXTBOOKS		\$30,181.79
	Instructional Materials			
281010	PEARSON ED, INC.			
Lottery:	Textbooks	STATE TEXTBOOKS		\$74,346.22
	Instructional Materials			
281072	FOLLETT EDUCATIONAL SERVICES			
Lottery:	Textbooks	STATE TEXTBOOKS		\$43,285.24
	Instructional Materials			
281075	FOLLETT EDUCATIONAL SERVICES			
Lottery:	Textbooks	STATE TEXTBOOKS		\$27,108.40
	Instructional Materials			
281081	ON POINT MANAGEMENT GROUP, INC.			2012/07/24
Unrestricted	Other Contracts	INFORMATION		\$39,000.00
Discretionary		TECHNOLOGY CENTER		
Accounts				
281082	R&D TRANSPORTATION SERVICES, INC.			2012/06/26
Unrestricted	Consultant	DISTRICTWIDE		\$229,000.00
Discretionary	Noninstructional			
Accounts				
281120	MURDOCH WALRATH AND HOMES			
Capital Facilities Fund	Legal Audit and Election Contracts	FACILITIES/GOVERNMENTAL RELATIONS		\$27,000.00
Special Reserve Fund	Legal Audit and Election Contracts	FACILITIES/GOVERNMENTAL RELATIONS		\$27,000.00
Community Facilities District 2005 Central Park	Legal Audit and Election Contracts	FACILITIES/GOVERNMENTAL RELATIONS		\$27,000.00
281123	AT&T			
OPSC School Facilities Bond		SANTIAGO ELEMENTARY SCHOOL		\$48,318.66

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

From 08-AUG-2012 Through 28-AUG-2012 Page: 9 of 12

PO No.	Vendor		BOA Date
Funding	Description	Location	Amount
281161	US POSTAL SERVICE		
Unrestricted	Bulk Mail	DISTRICTWIDE	\$101,000.00
Discretionary	(Warehouse Use		
Accounts	Only)		
281185	A HIGHER LEVEL		2012/07/24
Child Nutrition:	Consultant	FOOD 4 THOUGHT	\$55,000.00
School Programs	Noninstructional		
281187	UNIVERSITY OF CALIFORNIA RIVERSIDE		2012/06/26
Special Ed: Mental	Sub-Agreements for	SPECIAL EDUCATION	\$115,000.00
Health Services	Services		
Special Ed: Mental	Consultants	SPECIAL EDUCATION	\$25,000.00
Health Services	Instructional		
281197	ASR FOOD DISTRIBUTORS, INC.		
Fresh Fruit &	Materials &	SPECIAL	\$85,000.00
Vegetable Program	Supplies/Software	PROJECTS/WELLNESS	
281202	MARIA LUZ SANTOS ALBENO		
Workers'	Maintenance	RISK MANAGEMENT	\$25,000.00
Compensation	Contracts Repairs		
281203	THREE STARS PORTABLE TOILET SERVICES		
Civic Center Rental	Other Contracts	RISK MANAGEMENT	\$40,000.00
Fees			
281205	SCHOOL SPACE SOLUTIONS		
Capital Facilities		WASHINGTON	\$26,188.40
Fund		ELEMENTARY SCHOOL	
281281	RAYBURN CORPORATION		
SAUSD GO Bond, 2008	Building Architect	SANTA ANA HIGH	\$100,000.00
Election, Series A		SCHOOL	
281310	APPLE, INC.		
Economic Impact Aid	Non-Capitalized	JACKSON ELEMENTARY	\$32,798.00
	Equipment	SCHOOL	
281315	NINYO & MOORE GEOTECHNICAL & ENVIROMENTAL SCIENCE		
OPSC School	Building	WILSON ELEMENTARY	\$47,421.00
Facilities Bond	Inspection	SCHOOL	
281325	THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.		
Unrestricted	Other Authorized	DISTRICTWIDE	\$681,916.88
Discretionary	Interfund		
Accounts	Transfers		

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

From 08-AUG-2012 Through 28-AUG-2012 Page: 10 of 12

PO No.	Vendor		BOA Date
Funding	Description	Location	Amount
281334	ILLUMINATE EDUCATION, INC. Economic Impact Aid Other Contracts	STUDENT ACHIEVEMENT	\$232,000.00
281335	INTELLI-TECH OPSC School Facilities Bond	MARTIN ELEMENTARY SCHOOL	\$31,590.00
281341	CHAMPION CHEMICAL COMPANY Unrestricted Discretionary Accounts	Custodial Supplies BUILDING SERVICES	\$28,572.00
281359	NINYO & MOORE GEOTECHNICAL & ENVIROMENTAL SCIENCE OPSC School Facilities Bond	Building LATHROP Inspection INTERMEDIATE SCHOOL	\$37,352.00
281369	WOLVERINE FENCE COMPANY, INC. Capital Facilities Fund	WASHINGTON ELEMENTARY SCHOOL	\$229,854.00
281370	EDWARD B. COLE, SR. ACADEMY General Fund	Charter School In Undefined Lieu Property Tax Transfers	\$416,794.00
281371	EL SOL SCIENCE AND ARTS ACADEMY General Fund	Charter School In Undefined Lieu Property Tax Transfers	\$873,693.00
281373	NOVA ACADEMY EARLY COLLEGE HIGH SCHOOL General Fund	Charter School In Undefined Lieu Property Tax Transfers	\$449,613.00
281374	ORANGE COUNTY EDUCATIONAL ARTS ACADEMY General Fund	Charter School In Undefined Lieu Property Tax Transfers	\$683,612.00
281375	ORANGE COUNTY HIGH SCHOOL OF THE ARTS General Fund	Charter School In Undefined Lieu Property Tax Transfers	\$2,152,577.00
281379	PATRICIA MARGARET CRUZ Kinder Readiness Program II	Sub-Agreements for EARLY CHILDHOOD Services EDUCATION	\$5,000.00



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

From 08-AUG-2012 Through 28-AUG-2012

Page: 11 of 12

PO No.	Vendor			BOA Date
Funding	Description	Location		Amount
281379	PATRICIA MARGARET CRUZ			
	Kinder Readiness Program II	Consultants Instructional	EARLY CHILDHOOD EDUCATION	\$25,000.00
281417	PARADIGM HEALTHCARE SERVICES			2012/06/12
	Medi-Cal Billing Option	Sub-Agreements for Services	PUPIL SUPPORT SERVICES	\$178,000.00
	Medi-Cal Billing Option	Consultants Instructional	PUPIL SUPPORT SERVICES	\$25,000.00
281467	ESCHOOL SOLUTIONS			
	Unrestricted Discretionary Accounts	Maintenance Contracts Repairs	HUMAN RESOURCES DIVISION	\$25,050.00
281469	RED ROCK CANYON SCHOOL			
	Special Education	Non Public Schools Contracts	SPECIAL EDUCATION	\$31,375.00
	Special Ed: Mental Health Services	Non Public Schools Contracts	SPECIAL EDUCATION	\$83,332.00
281471	ALLIANCE OF SCHOOLS FOR COOPERATIVE			
	Property & Liability	Other Insurance	RISK MANAGEMENT	\$2,183,011.00
281492	VERIZON SELECT SERVICES, INC.			
	SAUSD GO Bond, 2008 Election, Series A		CENTURY HIGH SCHOOL	\$140,405.78
281493	DIGITAL NETWORKS GROUP, INC.			
	SAUSD GO Bond, 2008 Election, Series A		JEFFERSON ELEMENTARY SCHOOL	\$213,907.03
281494	DIGITAL NETWORKS GROUP, INC.			
	SAUSD GO Bond, 2008 Election, Series A		ROOSEVELT ELEMENTARY SCHOOL	\$190,252.15
281496	DIGITAL NETWORKS GROUP, INC.			
	SAUSD GO Bond, 2008 Election, Series A		ADAMS ELEMENTARY SCHOOL	\$206,021.41
281497	ORBACH, HUFF AND SUAREZ, LLP			
	SAUSD GO Bond, 2008 Election, Series A	Plans All Other Printing, etc.	FACILITIES/GOVERNMENTAL RELATIONS	\$200,000.00
281508	APPLE, INC.			
	Economic Impact Aid	Non-Capitalized Equipment	VALLEY HIGH SCHOOL	\$103,484.00

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

From 08-AUG-2012 Through 28-AUG-2012 Page: 12 of 12

PO No.	Vendor		BOA Date
Funding	Description	Location	Amount
281546	PRESSED PAPERBOARD TECHNOLOGIES, LLC		
Child Nutrition: School Programs	Stores	FOOD 4 THOUGHT	\$8,232.96
Child Nutrition: School Programs	Stores	FOOD 4 THOUGHT	\$18,118.08
281553	COUNTY OF ORANGE HEALTH CARE AGENCY		2012/03/13
Special Ed: Health Services	Mental Other Contracts	SPECIAL EDUCATION	\$84,601.09
281563	COLBI TECHNOLOGIES, INC.		
SAUSD GO Bond, Election, Series A	2008 Plans All Other Printing, etc.	FACILITIES/GOVERNMENTAL RELATIONS	\$118,300.00
281564	SCHOLASTIC, INC.		
Economic Impact Aid-LEP	Other Equipment	LATHROP INTERMEDIATE SCHOOL	\$49,889.64
281566	THINK TOGETHER		
21st Century ASSETS (roll-up 4124)	Sub-Agreements for Services	DEPUTY SUPERINTENDENT'S OFFICE	\$450,000.00
21st Century ASSETS (roll-up 4124)	Consultants Instructional	DEPUTY SUPERINTENDENT'S OFFICE	\$25,000.00
281567	THINK TOGETHER		
21st Century ASSETS (roll-up 4124)	Sub-Agreements for Services	DEPUTY SUPERINTENDENT'S OFFICE	\$22,500.00
21st Century ASSETS (roll-up 4124)	Consultants Instructional	DEPUTY SUPERINTENDENT'S OFFICE	\$25,000.00
281568	THINK TOGETHER		
21st Century ASSETS (roll-up 4124)	Sub-Agreements for Services	DEPUTY SUPERINTENDENT'S OFFICE	\$13,000.00
21st Century ASSETS (roll-up 4124)	Consultants Instructional	DEPUTY SUPERINTENDENT'S OFFICE	\$25,000.00

**AGENDA ITEM BACKUP SHEET**  
**September 11, 2012**

**Board Meeting**

**TITLE:**                   **Ratification of Expenditure Summary and Warrant Listing for Period of August 8, 2012 through August 28, 2012**

**ITEM:**                   **Consent**

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

**PREPARED BY:**   **Christeen Betz, Director, Accounting**

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**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 August 8, 2012 through August 28, 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 August 8, 2012 through August 28, 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: August 28, 2012

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

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

Subject: Expenditure Summary: From 08-AUG-2012 through 28-AUG-2012

Fund 01 General Fund	\$5,525,010.25
Fund 12 Child Development	\$1,061.49
Fund 13 Cafeteria Fund	\$389,170.03
Fund 14 Deferred Maintenance Fund	\$98,447.31
Fund 24 SAUSD GO Bond, 2008 Election, Series A Bui	\$903,537.71
Fund 25 Capital Facilities Fund	\$497,410.05
Fund 26 Measure G Bond	\$546,247.19
Fund 27 Qualified School Construction Bond	\$1,250,933.01
Fund 28 Measure G	\$153,969.58
Fund 29 Measure G	\$216,327.30
Fund 35 County School Facilities Fund	\$16,243,426.33
Fund 40 Special Reserve Fund	\$4,000.00
Fund 68 Workers' Compensation	\$82,399.68
Fund 69 Health & Welfare	\$2,077,261.23
Fund 81 Property & Liability	\$49,962.15
Total Expenditures:	\$28,039,163.31

Prepared by: Christeen Betz, Director, 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

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
<b>Fund 01 General Fund</b>			
84171401	<b>APPLE, INC.</b> Economic Impact Aid-LEP	DAVIS ELEMENTARY SCHOOL	<b>\$157,771.76</b>
		SADDLEBACK HIGH SCHOOL	
	Fund 01 General Fund	SANTIAGO ELEMENTARY SCHOOL	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	WILSON ELEMENTARY SCHOOL	
	Title II-Part A Improving Teacher Quality	ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT	
	Unrestricted Discretionary Accounts	GODINEZ FUNDAMENTAL HIGH SCHOOL	
84171330	<b>ESCHOLAR, LLC</b> ARRA EETT Competitive	TECHNOLOGY	<b>\$27,355.60</b>
84171332	<b>FOLLETT EDUCATIONAL SERVICES</b> Lottery: Instructional Materials	STATE TEXTBOOKS	<b>\$33,604.69</b>
84171382	<b>ORANGE COUNTY DEPARTMENT OF EDUCATION</b> COPS 2006 Secure Our Schools	RISK MANAGEMENT	<b>\$81,289.79</b>
	Readiness & Emergency Management	RISK MANAGEMENT	
84171385	<b>R&amp;D TRANSPORTATION SERVICES, INC.</b> Unrestricted One-time Funds	DISTRICTWIDE	<b>\$32,509.68</b>
84171450	<b>GOLF VENTURES WEST, LLC</b> Ongoing & Major Maintenance Account	BUILDING SERVICES	<b>\$41,517.15</b>
84171443	<b>UNISOURCE WORLDWIDE, INC.</b> Fund 01 General Fund	ACCOUNTING DEPARTMENT	<b>\$49,587.51</b>
		WAREHOUSE AND DELIVERY	
84171315	<b>CITY OF SANTA ANA</b> Unrestricted Discretionary Accounts	DISTRICTWIDE	<b>\$39,787.78</b>
84171434	<b>RIVERSIDE PUBLISHING</b> Economic Impact Aid	STUDENT ACHIEVEMENT	<b>\$66,193.68</b>
84171433	<b>RENAISSANCE LEARNING, INC.</b> Ed Technology K-12 Voucher - Microsoft	TECHNOLOGY	<b>\$186,914.81</b>
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84171418	<b>LAKESHORE LEARNING MATERIALS</b>		<b>\$70,193.64</b>
	Economic Impact Aid	MONTE VISTA ELEMENTARY SCHOOL	
	Economic Impact Aid-LEP	MONTE VISTA ELEMENTARY SCHOOL	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MONTE VISTA ELEMENTARY SCHOOL	
84171412	<b>GLENCOE MCGRAW HILL</b>		<b>\$28,475.10</b>
	Lottery: Instructional Materials	STATE TEXTBOOKS	
84171447	<b>ATKINSON, ANDELSON, LOYA, RUUD &amp; ROMO</b>		<b>\$71,517.92</b>
	Unrestricted Discretionary Accounts	HUMAN RESOURCES DIVISION	
84171406	<b>CM SCHOOL SUPPLY</b>		<b>\$34,497.40</b>
	Head Start	CHILD DEVELOPMENT	

## Fund 24 SAUSD GO Bond, 2008 Election, Series A Building Fund

84171493	<b>LENTZ MORRISSEY ARCHITECTURE, INC.</b>		<b>\$174,557.79</b>
	Fund 24 SAUSD GO Bond, 2008 Election, Series A Building Fund	HARVEY ELEMENTARY SCHOOL	
		MADISON ELEMENTARY SCHOOL	
		MCFADDEN INTERMEDIATE SCHOOL	
		MONROE ELEMENTARY SCHOOL	
		SANTIAGO ELEMENTARY SCHOOL	
		WILSON ELEMENTARY SCHOOL	
84171495	<b>PCM3, INC.</b>		<b>\$48,349.41</b>
	Fund 24 SAUSD GO Bond, 2008 Election, Series A Building Fund	SANTA ANA HIGH SCHOOL	
84171491	<b>GHATAODE BANNON ARCHITECTS, LLP</b>		<b>\$46,128.12</b>
	Fund 24 SAUSD GO Bond, 2008 Election, Series A Building Fund	DAVIS ELEMENTARY SCHOOL	
		EDISON ELEMENTARY SCHOOL	
		MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	
		WILLARD INTERMEDIATE SCHOOL	

## Fund 25 Capital Facilities Fund

84171501	<b>TJ JANCA CONSTRUCTION, INC.</b>		<b>\$49,830.25</b>
	Fund 25 Capital Facilities Fund	WILLARD INTERMEDIATE SCHOOL	
	Fund 25 Developer Fees	CENTURY HIGH SCHOOL	

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
<b>Fund 26 Measure G Bond</b>			
84171503	BEN'S ASPHALT, INC. Fund 26 Measure G Bond Series B	DAVIS ELEMENTARY SCHOOL	\$81,041.00
<b>Fund 27 Qualified School Construction Bond</b>			
84171505	PCM3, INC. Fund 27 2nd Sale-Qualified School Construction Bond	SADDLEBACK HIGH SCHOOL	\$61,720.26
<b>Fund 29 Measure G</b>			
84171507	GHATAODE BANNON ARCHITECTS, LLP Fund 29 Measure G Series E	WILLARD INTERMEDIATE SCHOOL	\$45,276.00
<b>Fund 35 County School Facilities Fund</b>			
84171460	MACKONE DEVELOPMENT, INC. Fund 35 OPSC School Facilities Bond Projects-Second Issuance	FREMONT ELEMENTARY SCHOOL	\$207,202.23
84171456	AMERICAN INTEGRATED RESOURCES, INC. Fund 35 OPSC School Facilities Bond Projects-Second Issuance	MCFADDEN INTERMEDIATE SCHOOL	\$102,215.25
84171459	INLAND BUILDING CONTRUCTION Fund 35 OPSC School Facilities Bond Projects-Second Issuance	MONROE ELEMENTARY SCHOOL	\$66,432.44
84171518	PRIEST CONSTRUCTION SERVICES, INC. Fund 35 OPSC School Facilities Bond Projects Fund 35 OPSC School Facilities Bond Projects-Second Issuance	DAVIS ELEMENTARY SCHOOL CARR INTERMEDIATE SCHOOL EDISON ELEMENTARY SCHOOL GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL HARVEY ELEMENTARY SCHOOL LOWELL ELEMENTARY SCHOOL MADISON ELEMENTARY SCHOOL MONTE VISTA ELEMENTARY SCHOOL MUIR FUNDAMENTAL ELEMENTARY SCHOOL SIERRA PREPARATORY ACADEMY	\$55,099.00
84171461	MEL SMITH ELECTRIC, INC. Fund 35 OPSC School Facilities Bond Projects	SANTA ANA HIGH SCHOOL	\$104,120.00

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84171463	<b>STATES LINK CONSTRUCTION, INC.</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	REMINGTON ELEMENTARY SCHOOL	<b>\$459,716.99</b>
84171464	<b>STOLO CABINETS, INC.</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	LOWELL ELEMENTARY SCHOOL	<b>\$142,101.00</b>
84171509	<b>BALFOUR BEATTY CONSTRUCTION</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	FRANKLIN ELEMENTARY SCHOOL  GRANT ELEMENTARY SCHOOL  GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL SCHOOL HARVEY ELEMENTARY SCHOOL  LOWELL ELEMENTARY SCHOOL  MADISON ELEMENTARY SCHOOL  MONROE ELEMENTARY SCHOOL  SANTIAGO ELEMENTARY SCHOOL  SPURGEON INTERMEDIATE SCHOOL  WILSON ELEMENTARY SCHOOL	<b>\$254,622.00</b>
84171512	<b>CULVER NEWLIN, INC.</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	JEFFERSON ELEMENTARY SCHOOL	<b>\$80,543.13</b>
84171514	<b>INTELLI-TECH</b> Fund 35 OPSC School Facilities Bond Projects	ADAMS ELEMENTARY SCHOOL	<b>\$32,729.06</b>
84171516	<b>LENTZ MORRISSEY ARCHITECTURE, INC.</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	HARVEY ELEMENTARY SCHOOL	<b>\$30,320.00</b>
84171458	<b>GAMMA BUILDERS, INC.</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	SPURGEON INTERMEDIATE SCHOOL	<b>\$43,880.50</b>

## Fund 69 Health & Welfare

84171527	<b>ALAMEDA COUNTY SCHOOLS INSURANCE GROUP (ACSIG)</b> Health & Welfare - Active Employees  Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS  DISTRICT EMPLOYEE BENEFITS	<b>\$364,737.09</b>
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***Grand Total:*** **\$3,371,838.03**



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<b>Fund 01 General Fund</b>			
84171646	<b>XEROX CORPORATION</b>		<b>\$166,198.35</b>
	Unrestricted Discretionary Accounts	DISTRICTWIDE	
84171543	<b>PLATO LEARNING</b>		<b>\$119,250.00</b>
	ARRA Title 1 School Improvement Grant (SIG) PLAS	CENTURY HIGH SCHOOL	
		SADDLEBACK HIGH SCHOOL	
	Economic Impact Aid	SADDLEBACK HIGH SCHOOL	
		SANTA ANA HIGH SCHOOL	
		VALLEY HIGH SCHOOL	
	Unrestricted - Community Day Schools (2430)	COMMUNITY DAY HIGH SCHOOL	
	Unrestricted Discretionary Accounts	GODINEZ FUNDAMENTAL HIGH SCHOOL	
		SEGERSTROM HIGH SCHOOL	
84171545	<b>SCHOOL INNOVATIONS &amp; ADVOCACY, INC.</b>		<b>\$42,000.00</b>
	Unrestricted Discretionary Accounts	CHARTER/ATTENDANCE	
84171554	<b>APPLE, INC.</b>		<b>\$124,341.70</b>
	ARRA Title 1 School Improvement Grant (SIG) PLAS	WILLARD INTERMEDIATE SCHOOL	
	Economic Impact Aid	ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT	
		LORIN GRISET ACADEMY	
		WILSON ELEMENTARY SCHOOL	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	COMMUNITY DAY HIGH SCHOOL	
		TAFT ELEMENTARY SCHOOL	
		WILSON ELEMENTARY SCHOOL	
	Special Education	SPECIAL EDUCATION	
	Unrestricted Discretionary Accounts	PUBLIC INFORMATION	
		SEGERSTROM HIGH SCHOOL	
84171556	<b>CALIFORNIA FIRST NATIONAL BANK</b>		<b>\$142,050.05</b>
	Unrestricted One-time Funds	PUBLICATIONS	

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84171602	<b>AREY JONES EDUCATIONAL SOLUTION</b>		<b>\$92,089.34</b>
	Economic Impact Aid	WASHINGTON ELEMENTARY SCHOOL	
	Economic Impact Aid-LEP	WASHINGTON ELEMENTARY SCHOOL	
		WILSON ELEMENTARY SCHOOL	
	Title II-Part A Improving Teacher Quality	ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT	
	Unrestricted Discretionary Accounts	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	
84171604	<b>AWARD PUBLISHING, LTD.</b>		<b>\$29,533.80</b>
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	STAFF DEVELOPMENT	
84171531	<b>SOUTHERN CALIFORNIA EDISON</b>		<b>\$27,418.10</b>
	Unrestricted Discretionary Accounts	DISTRICTWIDE	

## Fund 24 SAUSD GO Bond, 2008 Election, Series A Building Fund

84171732	<b>DONALD KROTEE PARTNERSHIP, INC.</b>		<b>\$87,904.59</b>
	Fund 24 SAUSD GO Bond, 2008 Election, Series A Building Fund	ADAMS ELEMENTARY SCHOOL	
		JEFFERSON ELEMENTARY SCHOOL	
		REMINGTON ELEMENTARY SCHOOL	
		ROOSEVELT ELEMENTARY SCHOOL	
84171676	<b>USS CAL BUILDERS, INC.</b>		<b>\$262,102.50</b>
	Fund 24 SAUSD GO Bond, 2008 Election, Series A Building Fund	SANTA ANA HIGH SCHOOL	
84171675	<b>COMMUNITY BANK</b>		<b>\$29,122.50</b>
	Fund 24 SAUSD GO Bond, 2008 Election, Series A Building Fund	SANTA ANA HIGH SCHOOL	

## Fund 25 Capital Facilities Fund

84171743	<b>HMC ARCHITECTS</b>		<b>\$28,637.50</b>
	Fund 25 Developer Fees	CENTURY HIGH SCHOOL	

## Fund 26 Measure G Bond

84171749	<b>NEXUS IS, INC.</b>		<b>\$51,654.17</b>
	Fund 26 Measure G Bond Series B	MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	
84171680	<b>PALP INC., DBA EXCEL PAVING</b>		<b>\$383,461.04</b>
	Fund 26 Measure G Bond Series B	SANTA ANA HIGH SCHOOL	

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
<b>Fund 27 Qualified School Construction Bond</b>			
84171684	<b>ENVIRONMENTAL CONSTRUCTION GROUP, INC.</b> Fund 27 1st Issuance Qualified School Construction Bond	SANTA ANA HIGH SCHOOL	\$42,490.00
84171688	<b>USS CAL BUILDERS, INC.</b> Fund 27 1st Issuance Qualified School Construction Bond	SANTA ANA HIGH SCHOOL	\$179,037.00
84171685	<b>R&amp;H INDUSTRIES dba BEST ELECTRIC</b> Fund 27 1st Issuance Qualified School Construction Bond	SANTA ANA HIGH SCHOOL	\$75,455.80
84171682	<b>A.J. FISTES CORPORATION</b> Fund 27 1st Issuance Qualified School Construction Bond	SANTA ANA HIGH SCHOOL	\$62,865.00
84171664	<b>SILVER-CREEK INDUSTRIES, INC.</b> Fund 27 2nd Sale-Qualified School Construction Bond	EDISON ELEMENTARY SCHOOL	\$139,587.77
84171687	<b>USS CAL BUILDERS, INC.</b> Fund 27 1st Issuance Qualified School Construction Bond	SANTA ANA HIGH SCHOOL	\$43,830.00
<b>Fund 28 Measure G</b>			
84171689	<b>SCORPIO ENTERPRISES, INC.</b> Fund 28 Measure G Series D	SADDLEBACK HIGH SCHOOL	\$74,349.00
84171665	<b>SCORPIO ENTERPRISES, INC.</b> Fund 28 Measure G Series D	SADDLEBACK HIGH SCHOOL	\$33,336.00
<b>Fund 29 Measure G</b>			
84171666	<b>JAM CORPORATION</b> Fund 29 Measure G Series E	WILLARD INTERMEDIATE SCHOOL	\$47,400.00
84171667	<b>SUPERIOR WALL SYSTEMS, INC.</b> Fund 29 Measure G Series E	WILLARD INTERMEDIATE SCHOOL	\$118,456.30

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
<b>Fund 35 County School Facilities Fund</b>			
84171690	<b>A.J. FISTES CORPORATION</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	CARR INTERMEDIATE SCHOOL	\$458,658.10
84171694	<b>BREWSTER ELECTRIC, INC.</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	CARR INTERMEDIATE SCHOOL	\$179,581.35
84171672	<b>PLYCO CORP.</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	ROOSEVELT ELEMENTARY SCHOOL	\$424,978.70
84171669	<b>CONSTRUCTION ELECTRIC, INC.</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	LOWELL ELEMENTARY SCHOOL	\$269,337.16
84171699	<b>COMMUNITY BANK</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	SIERRA PREPARATORY ACADEMY	\$27,358.07
84171670	<b>FYR LANDSCAPING, INC., DBA PIERRE SPRINKLER AND LANDSCAPE</b> Fund 35 OPSC School Facilities Bond Projects	SANTA ANA HIGH SCHOOL	\$48,427.50
84171716	<b>ROCKY COAST BUILDERS, INC.</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	CARR INTERMEDIATE SCHOOL	\$91,910.13
84171761	<b>MONTGOMERY HARDWARE COMPANY</b> Fund 35 OPSC School Facilities Bond Projects	WILSON ELEMENTARY SCHOOL	\$39,966.92
84171752	<b>ALL AMERICAN INSPECTION, INC.</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	ADAMS ELEMENTARY SCHOOL FRANKLIN ELEMENTARY SCHOOL FREMONT ELEMENTARY SCHOOL JEFFERSON ELEMENTARY SCHOOL MARTIN ELEMENTARY SCHOOL MONROE ELEMENTARY SCHOOL REMINGTON ELEMENTARY SCHOOL ROOSEVELT ELEMENTARY SCHOOL TAFT ELEMENTARY SCHOOL	\$44,920.00

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84171723	<b>WHITEHEAD CONSTRUCTION, INC.</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	MCFADDEN INTERMEDIATE SCHOOL	\$80,742.40
84171722	<b>USS CAL BUILDERS, INC.</b> Fund 35 OPSC School Facilities Bond Projects	SANTA ANA HIGH SCHOOL	\$156,897.25
84171720	<b>STOLO CABINETS, INC.</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	CARR INTERMEDIATE SCHOOL	\$31,225.55
84171719	<b>STATES LINK CONSTRUCTION, INC.</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	FRANKLIN ELEMENTARY SCHOOL	\$366,664.37
84171696	<b>CASTON, INC.</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	MCFADDEN INTERMEDIATE SCHOOL	\$172,719.50
84171717	<b>ROCKY COAST BUILDERS, INC.</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	MCFADDEN INTERMEDIATE SCHOOL	\$246,561.10
84171697	<b>CHAMPION ELECTRIC, INC. dba KINGDOM</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	MCFADDEN INTERMEDIATE SCHOOL	\$385,178.45
84171715	<b>QUALITY ENVIRONMENTAL, INC.</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	CARR INTERMEDIATE SCHOOL	\$77,035.69
84171709	<b>MIKE'S CUSTOM FLOORING, INC.</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	MONROE ELEMENTARY SCHOOL	\$81,814.00
84171708	<b>M.S. CONSTRUCTION MANAGEMENT GROUP</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	SIERRA PREPARATORY ACADEMY	\$519,803.28
84171707	<b>M.S. CONSTRUCTION MANAGEMENT GROUP</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	ADAMS ELEMENTARY SCHOOL	\$468,897.20
84171706	<b>JL COBB PAINTING</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	CARR INTERMEDIATE SCHOOL	\$41,733.50
84171705	<b>JL COBB PAINTING</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	MCFADDEN INTERMEDIATE SCHOOL	\$26,053.75

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84171704	<b>HORIZONS CONSTRUCTION COMPANY INTERNATIONAL, INC.</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	JEFFERSON ELEMENTARY SCHOOL	<b>\$682,052.69</b>
84171703	<b>DE LA SECURA INC. dba DLS BUILDERS</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	MARTIN ELEMENTARY SCHOOL	<b>\$458,115.63</b>
84171702	<b>CUYAMACA CONST., INC.</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	CARR INTERMEDIATE SCHOOL	<b>\$38,725.80</b>
84171701	<b>CONTINENTAL MARBLE &amp; TILE COMPANY</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	CARR INTERMEDIATE SCHOOL	<b>\$244,464.45</b>
84171718	<b>SOUTHWEST GENERAL CONTRACTORS, INC.</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	CARR INTERMEDIATE SCHOOL	<b>\$64,567.70</b>

## Fund 68 Workers' Compensation

84171771	<b>SANTA ANA UNIFIED SCHOOL DISTRICT MEDICAL SELF INSURANCE</b> Fund 68 Workers' Compensation	RISK MANAGEMENT	<b>\$32,036.36</b>
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## Fund 69 Health & Welfare

84171775	<b>SANTA ANA UNIFIED SCHOOL DISTRICT</b> Health & Welfare - Active Employees Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS DISTRICT EMPLOYEE BENEFITS	<b>\$500,000.00</b>
84171773	<b>DELTACARE USA</b> Health & Welfare - Active Employees Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS DISTRICT EMPLOYEE BENEFITS	<b>\$97,151.80</b>
84171774	<b>KAISER FOUNDATION HEALTH PLAN</b> Health & Welfare - Active Employees Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS DISTRICT EMPLOYEE BENEFITS	<b>\$1,099,942.65</b>

## Fund 81 Property & Liability

84171776	<b>CORVEL CORPORATION</b> Fund 81 Property & Liability	RISK MANAGEMENT	<b>\$37,958.90</b>
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**Grand Total: \$9,898,050.46**

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<b>Fund 01 General Fund</b>			
<b>84171865</b>	<b>AREY JONES EDUCATIONAL SOLUTION</b>		<b>\$56,684.17</b>
	Donations (Miscellaneous)	THORPE FUNDAMENTAL ELEMENTARY SCHOOL	
	Economic Impact Aid	COMMUNITY DAY HIGH SCHOOL	
		EDISON ELEMENTARY SCHOOL	
	Economic Impact Aid-LEP	REMINGTON ELEMENTARY SCHOOL	
	Fund 01 General Fund	ESQUEDA ELEMENTARY SCHOOL	
		SANTIAGO ELEMENTARY SCHOOL	
	IASA:Title I Basic Grants Low-Income and Neglected, Part A	ROMERO-CRUZ ELEMENTARY SCHOOL	
	Unrestricted Discretionary Accounts	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	
<b>84171799</b>	<b>MIND RESEARCH INSTITUTE</b>		<b>\$187,399.00</b>
	IASA:Title I Basic Grants Low-Income and Neglected, Part A	STAFF DEVELOPMENT	
<b>84171802</b>	<b>THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.</b>		<b>\$681,916.88</b>
	Unrestricted Discretionary Accounts	DISTRICTWIDE	
<b>84171808</b>	<b>XEROX CORPORATION</b>		<b>\$113,290.04</b>
	Unrestricted Discretionary Accounts	DISTRICTWIDE	
<b>84171815</b>	<b>CDW GOVERNMENT, INC.</b>		<b>\$38,198.64</b>
	ARRA Title 1 School Improvement Grant (SIG) PLAS	CENTURY HIGH SCHOOL	
	Economic Impact Aid	CARVER ELEMENTARY SCHOOL	
		COMMUNITY DAY HIGH SCHOOL	
		EDISON ELEMENTARY SCHOOL	
		MCFADDEN INTERMEDIATE SCHOOL	
		THORPE FUNDAMENTAL ELEMENTARY SCHOOL	
		VALLEY HIGH SCHOOL	
		WILLARD INTERMEDIATE SCHOOL	
		WILSON ELEMENTARY SCHOOL	

# SAUSD Board of Education Warrant Listing

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	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
	IASA:Title I Basic Grants Low-Income and Neglected, Part A	MCFADDEN INTERMEDIATE SCHOOL	
	IASA:Title I Migrant Ed Regular and Summer Program	MIGRANT EDUCATION	
	Special Education	SPECIAL EDUCATION	
	Title II-Part A Improving Teacher Quality	ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT	
	Unrestricted - Community Day Schools (2430)	COMMUNITY DAY HIGH SCHOOL	
	Unrestricted Discretionary Accounts	ACCOUNTING DEPARTMENT	
		BUSINESS SERVICES DIVISION	
		CENTURY HIGH SCHOOL	
		Charter/Attendance	
		CONSTITUENCY SERVICES	
		HUMAN RESOURCES DIVISION	
		PAYROLL DEPARTMENT	
		PUBLIC INFORMATION	
		SADDLEBACK HIGH SCHOOL	
		SEGERSTROM HIGH SCHOOL	
		VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	
<b>84171822</b>	<b>HAMO ELECTRIC</b>		<b>\$27,768.75</b>
	Unrestricted - Regional Occupational Centers/Program (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	
<b>84171835</b>	<b>OFFICE DEPOT</b>		<b>\$31,716.10</b>
	Economic Impact Aid	HENINGER ELEMENTARY SCHOOL	
		THORPE FUNDAMENTAL ELEMENTARY SCHOOL	
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
		PUBLICATIONS	
		WAREHOUSE AND DELIVERY	
	IASA:Title I Basic Grants Low-Income and Neglected, Part A	VALLEY HIGH SCHOOL	
	IASA:Title I Migrant Ed Regular and Summer Program	MIGRANT EDUCATION	



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	Special Education	SPECIAL EDUCATION	
	Title II-Part A Improving Teacher Quality	ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT	
	Two-Way Digital ITFS Licensee Revenue	TECHNOLOGY	
	Unrestricted - Community Day Schools (2430)	COMMUNITY DAY HIGH SCHOOL	
	Unrestricted Discretionary Accounts	CARR INTERMEDIATE SCHOOL	
		CENTURY HIGH SCHOOL	
		FACILITIES/GOVERNMENTAL RELATIONS	
		HUMAN RESOURCES DIVISION	
		KENNEDY ELEMENTARY SCHOOL	
		LORIN GRISET ACADEMY	
		PUPIL SUPPORT SERVICES	
		RESEARCH AND EVALUATION	
		SANTA ANA HIGH SCHOOL	
		SEGERSTROM HIGH SCHOOL	
		SEPULVEDA ELEMENTARY SCHOOL	
		TELEVISION CENTER	
		VALLEY HIGH SCHOOL	
<b>84171793</b>	<b>ENHANCED VISION SYSTEMS, INC.</b>		<b>\$27,954.67</b>
	Special Education	SPECIAL EDUCATION	
<b>84171856</b>	<b>U S BANK - CAL CARD</b>		<b>\$112,881.24</b>
	ARRA Title 1 School Improvement Grant (SIG) PLAS	CENTURY HIGH SCHOOL	
		SADDLEBACK HIGH SCHOOL	
		SIERRA PREPARATORY ACADEMY	
	Donations (Miscellaneous)	BUILDING SERVICES	
		LOWELL ELEMENTARY SCHOOL	
		PUBLIC INFORMATION	
		SUPERINTENDENT'S OFFICE	

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	Economic Impact Aid	DIAMOND ELEMENTARY SCHOOL	
		FRANKLIN ELEMENTARY SCHOOL	
		KING ELEMENTARY SCHOOL	
		MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	
		MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	
		PIO-PICO ELEMENTARY SCHOOL	
		SEGERSTROM HIGH SCHOOL	
		VALLEY HIGH SCHOOL	
		WILLARD INTERMEDIATE SCHOOL	
		WILSON ELEMENTARY SCHOOL	
	Economic Impact Aid-LEP	LOWELL ELEMENTARY SCHOOL	
		SEGERSTROM HIGH SCHOOL	
		SEPULVEDA ELEMENTARY SCHOOL	
		WILSON ELEMENTARY SCHOOL	
	Fitness for All	SPECIAL PROJECTS/WELLNESS	
	Fund 01 General Fund	COMMUNITY DAY SCHOOL	
		INFORMATION TECHNOLOGY CENTER	
		SCHOOL POLICE SERVICES	
		WAREHOUSE AND DELIVERY	
	Gear Up IV (RSCC Fiscal Agent)	SECONDARY DIVISION	
	Head Start	CHILD DEVELOPMENT	
	High School, Inc.	VALLEY HIGH SCHOOL	
	IASA:Title I Basic Grants Low-Income and Neglected, Part A	CENTURY HIGH SCHOOL	
		EARLY CHILDHOOD EDUCATION	
		HEROES ELEMENTARY SCHOOL	
		JEFFERSON ELEMENTARY SCHOOL	
		KENNEDY ELEMENTARY SCHOOL	

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	IASA:Title I Basic Grants Low-Income and Neglected, Part A	SECONDARY DIVISION	
	IASA:Title I Migrant Ed Regular and Summer Program	MIGRANT EDUCATION	
	Medi-Cal Billing Option	SPECIAL EDUCATION	
	NJROTC	SANTA ANA HIGH SCHOOL	
	Ongoing & Major Maintenance Account	BUILDING SERVICES	
	Special Education	GODINEZ FUNDAMENTAL HIGH SCHOOL	
		ROMERO-CRUZ ELEMENTARY SCHOOL	
		SPECIAL EDUCATION	
	Title II-Part A Improving Teacher Quality	ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT	
	Two-Way Digital ITFS Licensee Revenue	TECHNOLOGY	
	Unrestricted - CalSafe (6091/6092)	EARLY CHILDHOOD EDUCATION	
	Unrestricted - Community Day Schools (2430)	COMMUNITY DAY HIGH SCHOOL	
	Unrestricted Discretionary Accounts	BOARD OF EDUCATION	
		BUILDING SERVICES	
		BUSINESS SERVICES DIVISION	
		CENTURY HIGH SCHOOL	
		CONSTITUENCY SERVICES	
		CONSTRUCTION	
		ELEMENTARY DIVISION	
		FACILITIES/GOVERNMENTAL RELATIONS	
		GODINEZ FUNDAMENTAL HIGH SCHOOL	
		HENINGER ELEMENTARY SCHOOL	
		HEROES ELEMENTARY SCHOOL	
		HUMAN RESOURCES DIVISION	
		INFORMATION TECHNOLOGY CENTER	
		LORIN GRISET ACADEMY	
		MARTIN ELEMENTARY SCHOOL	

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		MCFADDEN INTERMEDIATE SCHOOL	
		MIDDLE COLLEGE HIGH SCHOOL	
		MONROE ELEMENTARY SCHOOL	
		PURCHASING DEPARTMENT	
		SCHOOL POLICE SERVICES	
		SEGERSTROM HIGH SCHOOL	
		SIERRA PREPARATORY ACADEMY	
		SUPERINTENDENT'S OFFICE	
		VALLEY HIGH SCHOOL	
		WILLARD INTERMEDIATE SCHOOL	
<b>84171836</b>	<b>ORANGE COUNTY HEALTH CARE AGENCY</b>		<b>\$84,601.09</b>
	Special Ed: Mental Health Services	SPECIAL EDUCATION	
<b>84171879</b>	<b>DURHAM SCHOOL SERVICES, L.P.</b>		<b>\$690,663.42</b>
	Transportation-Home to School	TRANSPORTATION DEPARTMENT	
	Transportation-Special Education	TRANSPORTATION DEPARTMENT	
<b>84171901</b>	<b>SCHOLASTIC, INC.</b>		<b>\$33,255.24</b>
	ARRA Title 1 School Improvement Grant (SIG) PLAS	WILLARD INTERMEDIATE SCHOOL	
	Economic Impact Aid	LATHROP INTERMEDIATE SCHOOL	
		WASHINGTON ELEMENTARY SCHOOL	
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
<b>84171904</b>	<b>SOUTHWEST SCHOOL AND OFFICE SUPPLY</b>		<b>\$72,899.17</b>
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
		WAREHOUSE AND DELIVERY	
	Unrestricted Discretionary Accounts	RESEARCH AND EVALUATION	

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84171909	<b>WAXIE SANITARY SUPPLY</b> Fund 01 General Fund  Ongoing & Major Maintenance Account  Unrestricted Discretionary Accounts	ACCOUNTING DEPARTMENT  WAREHOUSE AND DELIVERY  BUILDING SERVICES  BUILDING SERVICES	\$43,759.13
84171919	<b>WESTERN POWER SYSTEMS</b> Ongoing & Major Maintenance Account	BUILDING SERVICES	\$36,112.50
84171778	<b>CITY OF SANTA ANA</b> Unrestricted Discretionary Accounts	DISTRICTWIDE	\$83,872.99
84171848	<b>SOFTWARE HOUSE INTERNATIONAL</b> Unrestricted Discretionary Accounts	DISTRICTWIDE	\$130,115.70
84171780	<b>SOUTHERN CALIFORNIA EDISON</b> Unrestricted Discretionary Accounts	DISTRICTWIDE	\$59,870.97
84171785	<b>ORANGE COUNTY HIGH SCHOOL OF THE ARTS</b> Fund 01 General Fund	CASH ACCOUNT	\$129,155.00
84171784	<b>ORANGE COUNTY EDUCATIONAL ARTS ACADEMY</b> Fund 01 General Fund	CASH ACCOUNT	\$33,265.00
84171782	<b>EL SOL SCIENCE AND ARTS ACADEMY</b> Fund 01 General Fund	CASH ACCOUNT	\$52,422.00
84171781	<b>EDWARD B. COLE ACADEMY</b> Fund 01 General Fund	CASH ACCOUNT	\$25,008.00
84171783	<b>NOVA ACADEMY EARLY COLLEGE HIGH SCHOOL</b> Fund 01 General Fund	CASH ACCOUNT	\$26,977.00
84171792	<b>EDULINK SYSTEMS, INC.</b> Unrestricted Discretionary Accounts	INFORMATION TECHNOLOGY CENTER	\$57,000.00
84171852	<b>STONEWARE, INC.</b> Unrestricted Discretionary Accounts	INFORMATION TECHNOLOGY CENTER	\$26,000.00

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<b>Fund 13 Cafeteria Fund</b>			
84172009	<b>ASR FOOD DISTRIBUTORS, INC.</b> Child Nutrition: School Programs	FOOD 4 THOUGHT	\$31,144.97
84172012	<b>DRIFTWOOD DAIRY</b> Child Nutrition: School Programs	FOOD 4 THOUGHT	\$43,955.09
84172016	<b>GOLD STAR FOODS</b> Child Nutrition: School Programs	FOOD 4 THOUGHT	\$118,189.66
84172018	<b>GOLD STAR FOODS</b> Child Nutrition: School Programs	FOOD 4 THOUGHT	\$58,246.14
<b>Fund 24 SAUSD GO Bond, 2008 Election, Series A Building Fund</b>			
84172042	<b>NTD ARCHITECTURE</b> Fund 24 SAUSD GO Bond, 2008 Election, Series A Building Fund	GARFIELD ELEMENTARY SCHOOL	\$80,125.76
84172039	<b>HMC ARCHITECTS</b> Fund 24 SAUSD GO Bond, 2008 Election, Series A Building Fund	FREMONT ELEMENTARY SCHOOL SIERRA PREPARATORY ACADEMY	\$29,832.86
84172038	<b>GKKWORKS</b> Fund 24 SAUSD GO Bond, 2008 Election, Series A Building Fund	DIAMOND ELEMENTARY SCHOOL GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL JACKSON ELEMENTARY SCHOOL KENNEDY ELEMENTARY SCHOOL LOWELL ELEMENTARY SCHOOL MUIR FUNDAMENTAL ELEMENTARY SCHOOL	\$64,878.64
<b>Fund 25 Capital Facilities Fund</b>			
84172046	<b>APPLE, INC.</b> Fund 25 Developer Fees	CENTURY HIGH SCHOOL	\$100,974.26
84172052	<b>WOLVERINE FENCE COMPANY, INC.</b> Fund 25 Capital Facilities Fund	WASHINGTON ELEMENTARY SCHOOL	\$165,494.88

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
<b>Fund 27 Qualified School Construction Bond</b>			
84171923	VERNE'S PLUMBING, INC. Fund 27 2nd Sale-Qualified School Construction Bond	SADDLEBACK HIGH SCHOOL	\$55,485.00
84171921	PH HAGOPIAN CONTRACTOR, INC. Fund 27 2nd Sale-Qualified School Construction Bond	SADDLEBACK HIGH SCHOOL	\$350,292.05
84171922	SILVER-CREEK INDUSTRIES, INC. Fund 27 2nd Sale-Qualified School Construction Bond	EDISON ELEMENTARY SCHOOL	\$192,969.08
<b>Fund 28 Measure G</b>			
84172054	PCM3, INC. Fund 28 Measure G Series D	MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	\$45,638.01
<b>Fund 35 County School Facilities Fund</b>			
84171938	CONSTRUCTION ELECTRIC, INC. Fund 35 OPSC School Facilities Bond Projects-Second Issuance	LOWELL ELEMENTARY SCHOOL	\$148,859.30
84171946	GILBERT & STEARNS, INC. Fund 35 OPSC School Facilities Bond Projects	SADDLEBACK HIGH SCHOOL	\$488,978.96
84171945	EXCEL ACOUSTICS Fund 35 OPSC School Facilities Bond Projects-Second Issuance	SPURGEON INTERMEDIATE SCHOOL	\$64,059.64
84171943	DAART ENGINEERING CO., INC. Fund 35 OPSC School Facilities Bond Projects-Second Issuance	SPURGEON INTERMEDIATE SCHOOL	\$78,071.95
84171955	JRH CONSTRUCTION COMPANY, INC. Fund 35 OPSC School Facilities Bond Projects-Second Issuance	EDISON ELEMENTARY SCHOOL	\$122,740.47
84171942	CONTINENTAL MARBLE & TILE COMPANY Fund 35 OPSC School Facilities Bond Projects-Second Issuance	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$46,626.00
84171941	CONTINENTAL FLOORING, INC. Fund 35 OPSC School Facilities Bond Projects-Second Issuance	SPURGEON INTERMEDIATE SCHOOL	\$128,601.50

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84171939	<b>CONSTRUCTION ELECTRIC, INC.</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	WILSON ELEMENTARY SCHOOL	\$251,639.47
84171937	<b>COMMUNITY BANK</b> Fund 35 OPSC School Facilities Bond Projects	SADDLEBACK HIGH SCHOOL	\$25,735.74
84171936	<b>COMMUNITY BANK</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	TAFT ELEMENTARY SCHOOL	\$27,353.05
84171927	<b>BREWSTER ELECTRIC, INC.</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	MONROE ELEMENTARY SCHOOL	\$37,192.50
84171925	<b>A.J. FISTES CORPORATION</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	SPURGEON INTERMEDIATE SCHOOL	\$33,612.75
84171924	<b>A.J. FISTES CORPORATION</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	MONROE ELEMENTARY SCHOOL	\$36,342.06
84171947	<b>INLAND BUILDING CONSTRUCTION</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	MONROE ELEMENTARY SCHOOL	\$85,972.56
84171940	<b>CONTINENTAL FLOORING, INC.</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	WILSON ELEMENTARY SCHOOL	\$65,496.04
84171992	<b>ZOLMAN CONSTRUCTION AND DEVELOPMENT, INC.</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	SPURGEON INTERMEDIATE SCHOOL	\$448,381.00
84171953	<b>J.M. FARNAN CO., INC.</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	LOWELL ELEMENTARY SCHOOL	\$121,315.00
84171980	<b>FAST-TRACK CONSTRUCTION CORPORATION</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	WILSON ELEMENTARY SCHOOL	\$245,376.31
84171981	<b>FLOORED TILE &amp; STONE, INC.</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	WILSON ELEMENTARY SCHOOL	\$55,538.80
84171982	<b>GAMMA BUILDERS, INC.</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	SPURGEON INTERMEDIATE SCHOOL	\$168,890.90



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84171983	<b>LIBERTY CLIMATE CONTROL, INC.</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	MCFADDEN INTERMEDIATE SCHOOL	\$276,562.29
84171984	<b>M.S. CONSTRUCTION MANAGEMENT GROUP</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	TAFT ELEMENTARY SCHOOL	\$519,707.95
84171985	<b>MIKE'S CUSTOM FLOORING, INC.</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	MONROE ELEMENTARY SCHOOL	\$42,013.75
84171986	<b>MILLER ENVIRONMENTAL, INC.</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	LOWELL ELEMENTARY SCHOOL	\$96,900.00
84171978	<b>ELLJAY ACOUSTICS, INC.</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	WILSON ELEMENTARY SCHOOL	\$47,507.60
84171990	<b>TRIUMPH PAINTING</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	EDISON ELEMENTARY SCHOOL	\$63,241.50
84171977	<b>DONALD M. HOOVER COMPANY</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	SANTIAGO ELEMENTARY SCHOOL	\$88,587.50
84171994	<b>ALLIANCE BUILDERS, INC.</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	MONROE ELEMENTARY SCHOOL	\$85,528.50
84171995	<b>CHAMPION ELECTRIC, INC. dba KINGDOM</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$99,750.00
84171999	<b>JRH CONSTRUCTION COMPANY, INC.</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	MONTE VISTA ELEMENTARY SCHOOL	\$229,592.20
84172000	<b>PREFERRED CEILINGS, INC.</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	LOWELL ELEMENTARY SCHOOL	\$44,650.00
84172055	<b>BAINBRIDGE ENVIROMENTAL CONSULTANTS, INC.</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	MUIR FUNDAMENTAL ELEMENTARY SCHOOL SANTIAGO ELEMENTARY SCHOOL SPURGEON INTERMEDIATE SCHOOL	\$44,261.00

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84172056	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	\$383,926.00
84172057	ERICKSON-HALL CONSTRUCTION CO. Fund 35 OPSC School Facilities Bond Projects	REMINGTON ELEMENTARY SCHOOL  ROOSEVELT ELEMENTARY SCHOOL	\$131,575.00
84172060	INTELLI-TECH Fund 35 OPSC School Facilities Bond Projects	CARR INTERMEDIATE SCHOOL  EDISON ELEMENTARY SCHOOL  FRANKLIN ELEMENTARY SCHOOL  MARTIN ELEMENTARY SCHOOL  MONROE ELEMENTARY SCHOOL  MONTE VISTA ELEMENTARY SCHOOL  TAFT ELEMENTARY SCHOOL  Fund 35 OPSC School Facilities Bond Projects-Second Issuance	\$367,874.68
84171988	NCM DEMOLITION AND REMEDIATION, LP Fund 35 OPSC School Facilities Bond Projects-Second Issuance	MADISON ELEMENTARY SCHOOL  MUIR FUNDAMENTAL ELEMENTARY SCHOOL  EDISON ELEMENTARY SCHOOL	\$43,140.19
84171963	PREFERRED CEILINGS, INC. Fund 35 OPSC School Facilities Bond Projects-Second Issuance	LOWELL ELEMENTARY SCHOOL	\$57,498.75

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84171950	<b>INLAND PACIFIC TILE, INC.</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	SPURGEON INTERMEDIATE SCHOOL	\$52,012.88
84171951	<b>INLAND PACIFIC TILE, INC.</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	SANTIAGO ELEMENTARY SCHOOL	\$67,690.35
84171952	<b>J.L. COBB PAINTING</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	SANTIAGO ELEMENTARY SCHOOL	\$49,618.50
84171954	<b>JRH CONSTRUCTION COMPANY, INC.</b> Fund 35 OPSC School Facilities Bond Projects	EDISON ELEMENTARY SCHOOL	\$173,679.00
84172066	<b>WILLIAMS SCOTSMAN, INC.</b> Fund 35 OPSC School Facilities Bond Projects	MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL WILLARD INTERMEDIATE SCHOOL	\$34,534.69
84171956	<b>JRH CONSTRUCTION COMPANY, INC.</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$74,990.15
84171958	<b>K&amp;Z CABINET CO., INC.</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	SANTIAGO ELEMENTARY SCHOOL	\$71,951.67
84171959	<b>LETNER ROOFING COMPANY</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$275,025.00
84171979	<b>FAST-TRACK CONSTRUCTION CORPORATION</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	LOWELL ELEMENTARY SCHOOL	\$162,723.94
84171961	<b>MACKONE DEVELOPMENT, INC.</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	HARVEY ELEMENTARY SCHOOL	\$668,038.54
84171948	<b>INLAND BUILDING CONTRUCTION</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	MONROE ELEMENTARY SCHOOL	\$123,780.07
84171964	<b>PRO-CRAFT CONSTRUCTION, INC.</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$46,702.32

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84171965	<b>PRO-CRAFT CONSTRUCTION, INC.</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	SPURGEON INTERMEDIATE SCHOOL	\$82,363.89
84171966	<b>R.C. CONSTRUCTION SERVICES, INC.</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	MUIR FUNDAMENTAL ELEMENTARY SCHOOL	\$424,175.46
84171967	<b>STOLO CABINETS, INC.</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	LOWELL ELEMENTARY SCHOOL	\$38,329.65
84171972	<b>VERNE'S PLUMBING, INC.</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	SANTIAGO ELEMENTARY SCHOOL	\$90,938.75
84171973	<b>WESTLAND HEATING &amp; AIR CONDITIONING, INC.</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	SANTIAGO ELEMENTARY SCHOOL	\$49,257.50
84171974	<b>CUYAMACA CONSTRUCTION, INC.</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	HARVEY ELEMENTARY SCHOOL	\$55,100.00
84171975	<b>DAVE MILLER PLUMBING, INC.</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	WILSON ELEMENTARY SCHOOL	\$47,661.43
84171960	<b>MACKONE DEVELOPMENT, INC.</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	FREMONT ELEMENTARY SCHOOL	\$459,568.62
<b>Grand Total :</b>			<b>\$12,551,256.42</b>

**AGENDA ITEM BACKUP SHEET**  
**September 11, 2012**

**Board Meeting**

**TITLE:** Approval/Ratification of Listing of Agreements/Contracts with Santa Ana Unified School District and Various Consultants Submitted for Period of August 8, 2012 through August 28, 2012

**ITEM:** Consent

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

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

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval/ratification of the listing of agreements/contracts with Santa Ana Unified School District and various consultants submitted for the period of August 8, 2012 through August 28, 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/ratify the listing of agreements/contracts with the Santa Ana Unified School District and various consultants submitted for the period of August 8, 2012 through August 28, 2012.

MB:mm



**2012-13 LISTING OF CONSULTANTS/CONTRACTED SERVICES**  
**Submitting Division: Educational Services**  
**September 11, 2012**

NO	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED	REQ. NO.
1.	Catapult Learning West, LLC	<b>English Learner Programs and Student Achievement - Elementary and Secondary Education Act (ESEA):</b> Will provide required services under Title I and Title III for qualifying private schools. Intervention instruction will be provided in reading and/or math, and parent involvement services at St. Anne, St. Joseph, School of Our Lady, and St. Barbara private schools.	September 17, 2012 through June 30, 2013		Title I Title III	\$82,000.00 <u>\$40,000.00</u> \$122,000.00	132035
2.	Kid Healthy	<b>Special Projects:</b> Will provide training sessions for elementary school site Wellness committees to address the health and wellness of students through increasing an understanding of school wellness, policy implementation, and increasing the number of minutes of physical activity. This will include the continuing services of the six schools under this program to date.	September 12, 2012 through December 30, 2012		PEP Grant Funds	\$18,000.00	132175
3.	FCB Educational Services	<b>Special Projects:</b> Will provide Special Projects with coordination, support, and facilitate assigned special projects relating to K-12 curriculum, students, staff, parents, and community to align with current programs and Districtwide goals. The end of the year report will be completed in September.	September 12, 2012 through September 30, 2012		PEP Grant Funds	\$3,400.00	132173

2012-13 LISTING OF CONSULTANTS/CONTRACTED SERVICES

Submitting Division: Educational Services

September 11, 2012

Page 2

NO	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED	REQ. NO.
4.	Marilyn Mayer	<b>BTSA:</b> Will provide research-based strategies for beginning teachers to support student engagement and curricular activities.	September 12, 2012 through June 30, 2013		BTSA	\$8,000.00	131806
5.	Nancy Fetzer	<b>Wilson Elementary:</b> Will provide professional staff development on writing instruction for the staff members.	September 13, 2012		Title I	\$1,650.00	131764
6.	De Bellis	<b>BTSA:</b> Will provide "Habits in Mind" training in differentiated instruction and latest research in student learning for teachers at Mariners Christian School, a Title II-A participating non-public school.	November 19, 2012 through June 30, 2013		Title II-A	\$19,000.00	132047

**2012-13 LISTING OF CONSULTANTS/CONTRACTED SERVICES**  
**Submitting Division: Business Services**  
**September 11, 2012**

<b>NO.</b>	<b>NAME</b>	<b>IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE</b>	<b>DATE</b>	<b>ANNUAL RENEWAL</b>	<b>FUNDING SOURCE</b>	<b>MAXIMUM NOT TO EXCEED</b>	<b>REQ. NO.</b>
7.	Education Pioneers	Will provide Analyst Fellows with strong analytical and communication skills for the development of operational procedural systems and focus in data analytics. Up to three Analyst Fellows.	September 12, through June 30, 2013		General Fund	\$30,000.00	131916
8.	Justin Wu, Education Pioneer – Analyst Fellowship	Consultant will work through the Education Pioneers - Analyst Fellowship Program to provide Santa Ana Unified School District functional review of operations with a focus on organizational efficiencies, data analysis, and enhanced utilization of technology through a process analysis approach.	September 12, through June 30, 2013		General Fund	\$60,000.00	132377
9.	Barney & Barney, LLC	Will provide services to review the analysis presented by the Health Benefits Authority for Santa Ana Educators Association per Collective Bargaining Agreement Section 15.17.1.	September 12, through June 30, 2013		Fund 69	\$35,000.00	132151



**2012-13 LISTING OF CONSULTANTS/CONTRACTED SERVICES**  
**Submitting Division: Support Services**  
**September 11, 2012**

<b>NO.</b>	<b>NAME</b>	<b>IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE</b>	<b>DATE</b>	<b>ANNUAL RENEWAL</b>	<b>FUNDING SOURCE</b>	<b>MAXIMUM NOT TO EXCEED</b>	<b>REQ. NO.</b>
10.	Nancy Diaz-Miller dba Toyah Educational Services	Will assist with implementation of positive behavior intervention support, system of discipline within District schools.	September 12, 2012 through June 30, 2013		Mental Health Special Ed.	\$20,000.00	132261
11.	Accelify dba SEIS	Increase to PO 281644 for annual Special Education Information System (SEIS) DRDP fee and Customization Maintenance fee for STAR Report.	July 1, 2012 through June 30, 2013		Special Ed.	\$5,143.00	132265
12.	Maxim Healthcare Services	Will provide temporary nursing services for SAUSD students.	September 12, 2012 Through June 30, 2013		Medi-Cal Funding	\$17,820.00	132269

**AGENDA ITEM BACKUP SHEET**  
**September 11, 2012**

**Board Meeting**

**TITLE:** Adoption of Resolution No. 12/13-2934 – Authorization of District Appropriations Limits for Fiscal Years 2011-12 and 2012-13

**ITEM:** Consent

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

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

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board adoption of Resolution No. 12/13-2934 for authorization of District's appropriations limits for fiscal years 2011-12 and 2012-13.

**RATIONALE:**

Proposition 4, "The Gann Initiative," approved by the voters on November 6, 1979, requires appropriations limits for state and local governments. This constitutional amendment became Article XIII B of the California Constitution.

Article XIII B established a formula for adjustment of the appropriations limit based upon change in population (Average Daily Attendance) and change in the Consumer Price Index. Categorical income for federal projects, state projects, and special education is over and above the appropriations limit and is not included in the formula.

Article XIII B of the California Constitution and Education Code Sections 1629 and 42132 requires the Board to establish by resolution an appropriations limit for the current and prior fiscal years by September 30, 2012.

The District's appropriations limit for 2011-12 was \$324,176,136 and the revenue received in 2011-12 subject to the appropriations limit was \$290,449,245. The District, therefore, is within the appropriations limits for 2011-12. The District's appropriations limit for 2012-13 is estimated to be \$332,192,607.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Adopt Resolution No. 12/13-2934 to authorize the District's appropriations limits for fiscal years 2011-12 and 2012-13 at \$324,176,136 and \$332,192,607 respectively.

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MB:mm



1 RESOLUTION NO. 12/13-2934

2 BOARD OF EDUCATION

3 SANTA ANA UNIFIED SCHOOL DISTRICT

4 ORANGE COUNTY, CALIFORNIA

5 **Appropriations Limits for Fiscal Years 2011-12 and 2012-13**

6  
7 WHEREAS, Article XIII B of the California Constitution provides certain  
8 limitations and controls on the total annual appropriations of any school  
9 district; and,

10 WHEREAS, Division 9, (commencing with Section 7900) of Title 1 of the  
11 Government Code provides for the implementation of Article XIII B; and,

12 WHEREAS, Education Code Sections 1629 and 42132 provide that the governing  
13 body of each school district shall annually adopt a resolution to identify the  
14 estimated appropriations limit for the district for the current fiscal year and  
15 the actual appropriations limit for the district for the preceding fiscal year;  
16 and,

17 WHEREAS, the documentation used in determining the appropriations limits for  
18 fiscal years 2011-12 and 2012-13 is available for public inspection in the Office  
19 of the Associate Superintendent, Business Services.

20 NOW, THEREFORE, BE IT RESOLVED: That the Board of Education hereby declares  
21 as follows:

22 1. The actual appropriations limit for 2011-12 was \$324,176,136, and the  
23 appropriations in the 2011-12 budget did not exceed the limitations imposed by  
24 Article XIII B of the California Constitution.

25 2. The appropriations limit for 2012-13 is estimated to be \$332,192,607,  
26 and the appropriations in the 2012-13 budget do not exceed the limitations imposed  
27 by Article XIII B of the California Constitution.

28 ///

29 Upon motion of Member \_\_\_\_\_ and duly seconded, the foregoing  
30 Resolution was adopted by the following vote:

31  
32 AYES:

33 NOES:

34 ABSENT  
35

36 STATE OF CALIFORNIA )  
37 ) SS:  
38 COUNTY OF ORANGE )  
39

40 I, Thelma Meléndez de Santa Ana, Ph.D., Secretary of the Board of Education  
41 of the Santa Ana Unified School District of Orange County, California, hereby  
42 certify that the above and foregoing Resolution was duly adopted by the said Board  
43 at a regular meeting thereof held on the 11th day of September, 2012, and passed  
44 by a vote of \_\_\_\_\_ of said Board.

45 IN WITNESS WHEREOF, I have hereunto set my hand this 11th day of  
46 September, 2012.

47  
48  
49 \_\_\_\_\_  
50 Thelma Meléndez de Santa Ana, Ph.D.,  
51 Secretary Board of Education  
52 Santa Ana Unified School District  
53  
54  
55  
56

**AGENDA ITEM BACKUP SHEET**  
**September 11, 2012**

**Board Meeting**

**TITLE:** Acceptance of Completion of Contract for Bid Package No. 7 Painting 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. 7 Painting 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. 7 Painting to JL Cobb Painting. 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.

<b>Bid Package No.:</b>	<b>School:</b>	<b>Amount:</b>	<b>10% Retention:</b>	<b>Contractor:</b>
No. 7 Painting	Willard IS	\$113,000	\$11,300	JL Cobb Painting

**FUNDING:**

State School Facility Program/Measure G: \$11,300 (10% retention)

**RECOMMENDATION:**

Accept the September 11, 2012, completion of contract with JL Cobb Painting for Bid Package No. 7 Painting at Willard Intermediate School in the amount of \$11,300 under the Modernization Program.

**AGENDA ITEM BACKUP SHEET**  
**September 11, 2012**

**Board Meeting**

**TITLE:**                   **Acceptance of Completion of Contract for Bid Package No. 11 HVAC, Structural Steel Framing, and Metal Fabrications 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**

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board acceptance of completion of a contract for Bid Package No. 11 HVAC, Structural Steel Framing, and Metal Fabrications 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. 11 HVAC, Structural Steel Framing, and Metal Fabrications to Mek Air Tech. 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.

<b>Bid Package No.:</b>	<b>School:</b>	<b>Amount:</b>	<b>10% Retention:</b>	<b>Contractor:</b>
No. 11 HVAC, Structural Steel Framing, and Metal Fabrications	Willard IS	\$793,000	\$79,300	Mek Air Tech

**FUNDING:**

State School Facility Program/Measure G: \$79,300 (10% retention)

**RECOMMENDATION:**

Accept the September 11, 2012, completion of contract with Mek Air Tech for Bid Package No. 11 HVAC, Structural Steel Framing, and Metal Fabrications at Willard Intermediate School in the amount of \$79,300 under the Modernization Program.

 JD:rb

**AGENDA ITEM BACKUP SHEET**  
**September 11, 2012**

**Board Meeting**

**TITLE:**                   **Approval of Substitute Subcontractor for Bid Package No. 13 Heating, Ventilation, and Air Conditioning at Carr Intermediate School Under Modernization Program**

**ITEM:**                   **Consent**

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

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

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval to substitute the subcontractor for Bid Package No. 13 Heating, Ventilation, and Air Conditioning for the Modernization project at Carr Intermediate School as per Public Contract Code Section 4107; “when the subcontractor listed in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract or fails or refuses to meet the bond requirement for the scope of work specified.”

**RATIONALE:**

At its February 14, 2012 meeting, the Board awarded a contract for Bid Package No. 13 Heating, Ventilation, and Air Conditioning at Carr Intermediate School to Cool Air Supply, Inc. Cool Air Supply, Inc., has requested the substitution from Southland HVAC & Construction to Letner Roofing, as the roofing subcontractor due to the failure of Southland HVAC & Construction to execute a written contract. The District has followed Public Contract Code Section 4107.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Approve Letner Roofing, as the substitute subcontractor for Bid Package No. 13 Heating, Ventilation, and Air Conditioning at Carr Intermediate School under the Modernization Program.





**COOL AIR SUPPLY INC.**  
AIR CONDITIONING • HEATING & VENTILATION

August 7, 2012

Mr. Todd Butcher  
Director of Facilities  
Santa Ana Unified School District  
1601 East Chestnut Avenue  
Santa Ana, CA 92701

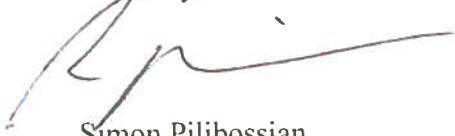
**RE: SAUSD Carr Intermediate School**  
Request to Replace Roofing Subcontractor

Dear Mr. Butcher,

Please consider this letter as Cool Air Supply, Inc.'s formal request to replace Southland HVAC and Construction, Inc. [CSLB No. 696074] with Letner Roofing Co. [CSLB No. 689961] as the roofing subcontractor on the above-referenced project. Due to scheduling conflicts, Southland HVAC and Construction, Inc. is unable to execute a written agreement and accept the project as stated in their email dated July 23, 2012; in pursuance of California Public Contract Code 4107 (a)(1), Southland must be replaced with another subcontractor.

Please feel free to contact me with any questions or concerns.

Sincerely,



Simon Pilibossian  
President



Simon Pilibossian <coolairsupplyinc@gmail.com>

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## SAUSD Carr Roofing

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**Edward Bezinover** <southhvac@gmail.com>  
To: Simon Pilibossian <coolairsupplyinc@gmail.com>

Mon, Jul 23, 2012 at 11:31 AM

Simond,  
Southland HVAC is busy at this moment and can't handle this job.  
Edward.

On Mon, Jul 23, 2012 at 11:26 AM, Simon Pilibossian <coolairsupplyinc@gmail.com> wrote:  
Edward,

Carr is ready for our roofing scope; please proceed with the work this week - I understand that the District has some leaks that they'd like to get repair estimates on also.

I understand this is a bit old so let me know if you have any questions/concerns.

Thanks.

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Confidentiality Notice: The information contained in this e-mail and any attachment(s) may be legally privileged and confidential. This e-mail and any attached document(s) are intended only for the use of the individual or entity to whom or to which it is addressed and may also contain information that is proprietary, trade secret and exempt from disclosure. If the reader of this message is not the intended recipient or an employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or reproduction of this communication is strictly prohibited. If you have received this communication in error, please notify the sender and permanently delete the e-mail and any attachment(s) immediately. You should not retain, copy or use this e-mail or any attachment for any purpose, nor disclose all or any part of the contents to any person. Thank you.

*Edward Bezinover*  
(818) 473-4130 - office  
(818) 473-4131 - fax  
(818) 254-6239 - cell



SouthlandHVAC-LOGO.png  
23K

**AGENDA ITEM BACKUP SHEET**  
**September 11, 2012**

**Board Meeting**

**TITLE:** Acceptance of Completion of Contract for Bid Package No. 14 Ceramic Tile 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

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board acceptance of completion of a contract for Bid Package No. 14 Ceramic Tile for the Modernization project at Willard Intermediate School. The work has been completed in accordance with the terms of the contract.

**RATIONALE:**

At its May 10, 2011 meeting, the Board awarded a contract for Bid Package No. 14 Ceramic Tile to Inland Pacific Tile. 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 was one change order.

<b>Bid Package No.:</b>	<b>School:</b>	<b>Amount:</b>	<b>10% Retention:</b>	<b>Contractor:</b>
No. 14 Ceramic Tile	Willard IS	\$71,224.73	\$7,122.47	Inland Pacific Tile

**FUNDING:**

State School Facility Program/Measure G: \$7,122.47 (10% retention)

**RECOMMENDATION:**

Accept the September 11, 2012, completion of contract with Inland Pacific Tile for Bid Package No. 14 Ceramic Tile at Willard Intermediate School in the amount of \$7,122.47 under the Modernization Program.

**AGENDA ITEM BACKUP SHEET**  
**September 11, 2012**

**Board Meeting**

**TITLE:** Acceptance of Completion of Contract for Bid Package No. 15 Theater Electrical at Santa Ana High School Under Modernization Program

**ITEM:** Consent

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

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

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board acceptance of completion of a contract for Bid Package No. 15 Theater Electrical for the Modernization project at Santa Ana High School. The work has been completed in accordance with the terms of the contract.

**RATIONALE:**

At its January 11, 2011 meeting, the Board awarded a contract for Bid Package No. 15 Theater Electrical to USS Cal Builders, 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.

<b>Bid Package No.:</b>	<b>School:</b>	<b>Amount:</b>	<b>10% Retention:</b>	<b>Contractor:</b>
No. 15 Theater Electrical	Santa Ana HS	\$1,074,000	\$107,400	USS Cal Builders, Inc.

**FUNDING:**

State School Facility Program/Measure G: \$107,400 (10% retention)

**RECOMMENDATION:**

Accept the September 11, 2012, completion of contract with USS Cal Builders, Inc., for Bid Package No. 15 Theater Electrical at Santa Ana High School in the amount of \$107,400 under the Modernization Program.



JD:rb

**AGENDA ITEM BACKUP SHEET**  
**September 11, 2012**

**Board Meeting**

**TITLE:**                   **Approval of Amendment to Designated Positions and Disclosure Categories for Statement of Economic Interest Filing**

**ITEM:**                   **Consent**

**SUBMITTED BY:**       **Chad Hammitt, Assistant Superintendent, Personnel Services**

**PREPARED BY:**       **Chad Hammitt, Assistant Superintendent, Personnel Services**

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval to amend the designated positions and disclosure categories for filing the Statement of Economic Interest Form 700.

**RATIONALE:**

The County of Orange implemented an online procedure for the submission of the Statement of Economic Interest forms. This amendment will generalize the categories as suggested by the County of Orange.

The County is asking that the governing Board approve Exhibits A and B showing the newest designated positions and disclosure categories for the Conflict of Interest Code.

The purpose of financial disclosure is to alert public officials of personal interests that might be affected while they are performing their official duties. Disclosure also helps inform the public about potential conflicts of interest. Public officials at every level of State and local government must disclose their personal financial interests. These disclosures include:

- Investments in business entities (i.e., stock holdings, owning a business, a partnership)
- Interests in real estate (real property)
- Sources of personal income, including gifts, loans, and travel payments
- Positions of management or employment with business entities

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Approve the amended designated positions and disclosure categories for filing the Statement of Economic Interest forms.

EXHIBIT A

SANTA ANA UNIFIED SCHOOL DISTRICT

Designated Positions and Disclosure Categories for Conflict of Interest Code

<b>Designated Positions</b>	<b>Disclosure Categories</b>
Accountant	OC-01
Assistant Coordinator, Child Development	OC-01
Assistant Director, Fiscal Services	OC-01
Assistant Director, Food Services	OC-37
Assistant Director, Info Tech Center	OC-01
Assistant Director, Instructional Tech	OC-08
Assistant Director, Payroll	OC-01
<del>Assistant Director, ROP</del>	<del>OC-01</del>
Assistant Principal	OC-01
Assistant Superintendent, Elementary Education	OC-01
Assistant Superintendent, Facilities & Governmental Relations	OC-01
<b>*Assistant Superintendent, Personnel Services</b>	<b>OC-01</b>
Assistant Superintendent, Secondary Education	OC-01
Assistant Superintendent, Support Services	OC-01
Associate Superintendent, Business Services	OC-01
Associate Superintendent, Human Resources	OC-01
Board Member	OC-01
Bond Oversight Committee Member	OC-01
Charter School Financial Coordinator	OC-01
Consultant/Legal Counsel	OC-01
<b>*Chief Communications Officer</b>	<b>OC-01</b>
Coordinator	OC-01
Coordinator, BTSA Induction Program	OC-01
<b>*Coordinator, Special Projects</b>	<b>OC-01</b>
Coordinator, Speech and Language Services	OC-01
Coordinator, Student Achievement	OC-01
Deputy Superintendent	OC-01
<b>*Chief Academic Officer</b>	<b>OC-01</b>
<b>*Director, Constituency Services</b>	<b>OC-01</b>
Director of Logistics	OC-01
<del>Director of School Improvement</del>	<del>OC-01</del>
<b>*Director of School Renewal</b>	<b>OC-01</b>
Director, Accounting	OC-01
Director, Budget	OC-01
Director, Building Services	OC-01
Director, Classified Personnel	OC-01
Director, Construction	OC-01
Director, Curriculum Staff Development	OC-01
<del>Director, ELD Bilingual Programs</del>	<del>OC-01</del>
<b>*Director, English Learner Programs/Student Achievement Department</b>	<b>OC-01</b>
Director, Elementary Student Achievement/Charter Schools	OC-01

**\*yellow** = Positions added

~~green~~ = Positions removed

EXHIBIT A

SANTA ANA UNIFIED SCHOOL DISTRICT

Designated Positions and Disclosure Categories for Conflict of Interest Code

Director, Food Services	OC-37
Director, Info Tech Center	OC-08
Director, Instructional Technology	OC-08
Director, Program Quality Analysis	OC-01
Director, Purchasing and Stores	OC-01
Director, Research and Evaluation	OC-01
Director, ROP	OC-01
Director, Secondary Student Achievement/Charter Schools	OC-01
Director, Special Education Services	OC-01
Early Childhood Coordinator	OC-01
Executive Director, Business Operations	OC-01
Executive Director, Fiscal Services	OC-01
Executive Director, Human Resources	OC-01
*Executive Director, Pupil Support Services	OC-01
Executive Director, Risk Management	OC-12
Facilities Planner	OC-01
Head Start Social Services Manager	OC-01
Learning Director	OC-01
Manager, Accounting	OC-01
Manager, Budget	OC-01
*Manager I, Building Services	OC-01
Manager, Construction	OC-01
Manager, Custodial Services	OC-01
Manager, Food Services Operations	OC-37
Manager, Grounds Maintenance	OC-01
Manager, Head Start Social Worker	OC-01
Manager, Network Computer Services	OC-08
Manager, Payroll	OC-01
Manager, Purchasing	OC-01
Parent Family Community Coordinator	OC-01
Police Lieutenant	OC-01
Principal	OC-01
Public Information Officer	OC-01
School Operations Administrator	OC-01
Senior Director Pupil Support Services	<del>OC-01</del>
Senior Facilities Planner	OC-01
Superintendent	OC-01

\*yellow = Positions added      green = Positions removed



EXHIBIT B

SANTA ANA UNIFIED SCHOOL DISTRICT

Standard Disclosure Categories and Description for Conflict of Interest Code

<b>Disclosure Category</b>	<b>Disclosure Description</b>
OC-01	All interests in real property in Orange County or the District, as well as investments, business positions and sources of income (including gifts, loans and travel payments).
OC-08	All investments in, business positions with and income (including gifts, loans and travel payments) from sources that develop or provide computer hardware/software, voice data communications, or data processing goods, supplies, equipment, or services (including training and consulting services) used by the department.
OC-12	All interests in real property in Orange County, as well as investments in, business positions with and income (including gifts, loans and travel payments) from sources that invest funds or engage in the business of insurance including, but not limited to insurance companies, carriers, holding companies, underwriters, brokers, solicitors, agents, adjusters, claims managers and actuaries; from financial institutions including but not limited to, banks, savings & loan associations and credit unions or sources that have filed a claim, or have a claim pending, against Orange County.
OC-37	All investments in, business positions with and income (including gifts, loans and travel payments) from sources that provide food services or supplies which include but are not limited to wholesale food, retail food or restaurant equipment.

**AGENDA ITEM BACKUP SHEET**  
**September 11, 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**

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**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.

CO: 

Santa Ana Unified School District  
GIFTS RECOMMENDED FOR ACCEPTANCE - September 11, 2012

School:	Gift:	Amount:	Donor:	Used for:
Diamond Elementary		\$2,500	Merchant Payment Solutions Ms. Veronica Saldivar Newport Beach	Fourth grade field trips
Santa Ana High	Sharp 60" Television	\$2,015	University of California, Irvine Ms. Vicki Ruiz Irvine	Art class lessons
Sierra Preparatory Academy		\$700	Anonymous	Speech and debate team expenses
Century High		\$6,000	Xerox Business Services, LLC Ms. Maria A. Jimenez Santa Ana	Senior scholarships
Santa Ana High		\$500	Target Books for Schools Ms. Ana Garcia Santa Ana	Library books
Segerstrom High		\$500	Santa Ana North Rotary Club Mr. Charles Huges Santa Ana	Supplies for Track and Field Team
Segerstrom High		\$1,000	Santa Ana Police Officers Association Ms. Rosie Reed Santa Ana	Scholarship awards
<b>September 11, 2012 donations</b>		<b>\$ 13,215</b>		
<b>2012 Total donations</b>	<b>\$356,673</b>	<b>\$369,888</b>		

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

CO:eh

**AGENDA ITEM BACKUP SHEET**  
**September 11, 2012**

**Board Meeting**

**TITLE:** Adoption of Board Policy 6170.1 – Transitional Kindergarten

**ITEM:** Action

**SUBMITTED BY:** Herman Mendez, Assistant Superintendent, Elementary Education

**PREPARED BY:** Michelle Rodriguez, Ed.D., Director, Elementary Student Achievement/Charter Schools

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board adoption of Board Policy (BP) 6170.1 – Transitional Kindergarten. It is presented for adoption.

Senate Bill 1381, the Kindergarten Readiness Act, changes the kindergarten entry date from December 2 to September 1, thus allowing children to enter kindergarten at age five. The legislation will phase in the new age requirement by moving the cutoff date one month a year for three years, beginning in the 2012-13 school year. The legislation also creates transitional kindergarten, the first year of a two-year kindergarten experience for those students who are born between September and December.

**RATIONALE:**

This new Board Policy will ensure that the District remains compliant with Education Code Section 48000, as amended by the Kindergarten Readiness Act of 2010 (SB 1381, Chapter 705, Statutes of 2010) which gradually raises the age for admission into kindergarten over a four-year period and Education Code Sections 46110-46119 which detail the minimum and maximum lengths of the school day for kindergarten and other elementary grade classrooms.

Transitional Kindergarten

Children are eligible for kindergarten enrollment if they have their fifth birthday on or before December 2 in the 2011-12 school year, November 1 in the 2012-13 school year, October 1 in the 2013-14 school year, and September 1 in the 2014-15 school year and beyond. Pursuant to Education Code Section 48000, children whose admission into kindergarten would be delayed because of the new age requirements must be offered a transitional kindergarten program beginning in the 2012-13 school year. The District shall receive State apportionments for students in a transitional kindergarten program who meet the program requirements specified in Education Code Section 48000.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Adopt Board Policy (BP) 6170.1 – Transitional Kindergarten.

HM:MR:lr:eh

A handwritten signature in black ink, appearing to be the initials 'HM' followed by a stylized flourish.

BP	Title	Summary of Changes
BP 6170.1*	Transitional Kindergarten	<p>This new Board Policy (BP 6170.5) will ensure the District remains compliant with Education Code Section 48000, as amended by the Kindergarten Readiness Act of 2010 (SB 1381, Chapter 705, Statutes of 2010) which gradually raises the age for admission into kindergarten over a four-year period and Ed Code Sections 46110-46119 which detail the minimum and maximum lengths of the school day for kindergarten and other elementary grade classrooms.</p> <p><u>Transitional Kindergarten</u></p> <p>The policy was presented for first reading on July 24, 2012. Input was provided by the Board and incorporated in the policy as follows: <i>The District's transitional kindergarten shall be the first year of a two-year kindergarten program experience for students who are born between September and December. (Education Code 48000)</i> Children are eligible for kindergarten enrollment if they have their fifth birthday on or before December 2 in the 2011-12 school year, November 1 in the 2012-13 school year, October 1 in the 2013-14 school year, and September 1 in the 2014-15 school year and beyond. Pursuant to Education Code 48000, children whose admission would be delayed because of the new age requirements must be offered a transitional kindergarten program beginning in the 2012-13 school year. The District shall receive State apportionments for students in a transitional kindergarten program who meet the program requirements specified in Education Code 48000.</p> <p>The policy requires the following five (5) elements: eligibility, curriculum and instruction, staffing, and program evaluation. New requirements are effective July 1, 2012.</p> <ol style="list-style-type: none"> <li>1. <b>Eligibility</b> – Children are eligible for kindergarten enrollment if they have their fifth birthday on or before December 2 in the 2011-12 school year, November 1 in the 2012-13 school year, October 1 in the 2013-14 school year, and September 1 in the 2014-15 school year and beyond.</li> <li>2. <b>Curriculum and Instruction</b> – The District’s Transitional Kindergarten program shall be based on a modified kindergarten curriculum that is age and developmentally appropriate. The number of instructional minutes offered in Transitional Kindergarten shall be the same as that required for the District’s kindergarten program.</li> <li>3. <b>Staffing</b> – Teachers assigned to teach in Transitional Kindergarten classes shall possess a teaching credential or permit that authorizes instruction at the kindergarten grade level.</li> <li>4. <b>Continuation to Kindergarten</b> – Students who complete the Transitional Kindergarten program shall be eligible to continue in kindergarten the following school year. Parents/guardians of such students shall not be required to submit a signed parental permission form for kindergarten attendance.</li> <li>5. <b>Program Evaluation</b> – The Superintendent or designee shall develop or identify appropriate assessments of Transitional Kindergarten students’ development and progress.</li> </ol>

\*Source California School Boards Association (CSBA) Gamut

SANTA ANA UNIFIED SCHOOL DISTRICT

BP 6170.1(a)

**Instruction**

**Transitional Kindergarten**

The Governing Board desires to offer a high-quality transitional kindergarten program for eligible children who do not yet meet the minimum age criterion for kindergarten. The program shall assist children in developing the academic, social, and emotional skills they need to succeed in kindergarten and beyond.

The District's transitional kindergarten shall be the first year of a two-year kindergarten program experience for students who are born between September and December. (Education Code 48000)

The Board encourages ongoing collaboration among District preschool staff, other preschool providers, elementary teachers, administrators, and parents/guardians in program development, implementation, and evaluation.(cf. 0420 - School Plans/Site Councils) (cf. 1220 - Citizen Advisory Committees) (cf. 6020 - Parent Involvement)

**Eligibility**

The District's transitional kindergarten program shall admit children whose fifth birthday lies between: (Education Code 48000)

1. November 2 and December 2 in the 2012-13 school year
2. October 2 and December 2 in the 2013-14 school year
3. September 2 and December 2 in the 2014-15 school year and each school year thereafter

Parents/guardians of eligible children shall be notified of the availability of this program and the age, residency, and any other enrollment requirements. Enrollment in the transitional kindergarten program shall be voluntary. (cf. 5111 - Admission) (cf. 5111.1 - District Residency) (cf. 5111.12 - Residency Based on Parent/Guardian Employment) (cf. 5111.13 - Residency for Homeless Children) (cf. 5141.22 - Infectious Diseases) (cf. 5141.3 - Health Examinations) (cf. 5141.31 - Immunizations) (cf. 5141.32 - Health Screening for School Entry)

**Curriculum and Instruction**

The District's transitional kindergarten program shall be based on a modified kindergarten curriculum that is age and developmentally appropriate.(Education Code 48000) (cf. 6141 - Curriculum Development and Evaluation) (cf. 6161.1 - Selection and Evaluation of Instructional Materials)

Upon recommendation by the Superintendent or designee, the Board shall approve academic standards for transitional kindergarten that bridge preschool learning foundations and kindergarten standards. Such standards

shall be designed to facilitate students' development in essential skills which may include, as appropriate, language and literacy, mathematics, physical development, the arts, science, social sciences, English language development, and social-emotional development. (cf. 5148.3 - Preschool/Early Childhood Education) (cf. 6011 - Academic Standards) (cf. 6174 - Education for English Language Learners)

The number of instructional minutes offered in transitional kindergarten shall be the same as that required for the District's kindergarten program. (cf. 6111 - School Calendar) (cf. 6112 - School Day)

Transitional kindergarten students may be placed in the same classrooms as kindergarten students when necessary, provided that the instructional program is differentiated to meet student needs.

Pursuant to Education Code 46111 and 46117, at the kindergarten level the minimum school day is 180 minutes and the maximum school day is four hours (240 minutes), unless the District has adopted an extended-day kindergarten pursuant to Education Code 8973.

### **Staffing**

Teachers assigned to teach in transitional kindergarten classes shall possess a teaching credential or permit that authorizes instruction at the kindergarten grade level. (cf. 4112.2 - Certification)

The Superintendent or designee may provide professional development as needed to ensure that transitional kindergarten teachers are knowledgeable about District standards and effective instructional methods for teaching young children. (cf. 4131 - Staff Development)

### **Continuation to Kindergarten**

Students who complete the transitional kindergarten program shall be eligible to continue in kindergarten the following school year. Parents/guardians of such students shall not be required to submit a signed parental permission form for kindergarten attendance.

A student shall not attend more than two years in a combination of transitional kindergarten and kindergarten. (Education Code 46300)

Based on academic success, as demonstrated on multiple measures, students can be accelerated to first grade and not required to attend kindergarten the following year (cf. 5123 - Promotion/Acceleration/Retention)

### **Program Evaluation**

The Superintendent or designee shall develop or identify appropriate assessments of transitional kindergarten students' development and progress.

He/she shall monitor and regularly report to the Board regarding program implementation and the progress of students in meeting related academic standards. (cf. 0500 - Accountability) (cf. 6162.5 - Student Assessment)



Legal Reference:

EDUCATION CODE

8973 Extended-day kindergarten  
44258.9 Assignment monitoring by county office of education  
46111 Kindergarten, hours of attendance  
46114-46119 Minimum school day, kindergarten  
46300 Computation of average daily attendance, inclusion of kindergarten and transitional kindergarten  
48000 Minimum age of admission (kindergarten)  
48002 Evidence of minimum age required to enter kindergarten or first grade  
48200 Compulsory education, starting at age six  
60605.8 Academic Content Standards Commission, development of Common Core Standards

Management Resources:

CSBA PUBLICATIONS

Transitional Kindergarten, Issue Brief, July 2011

CALIFORNIA COUNTY SUPERINTENDENTS EDUCATIONAL SERVICES ASSOCIATION PUBLICATIONS

Transitional Kindergarten (TK) Planning Guide: A Resource for Administrators of California Public School Districts, November 2011

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Transitional Kindergarten FAQs

California Preschool Curriculum Framework, Vol. 1, 2010

California Preschool Learning Foundations, Vol. 1, 2008

Prekindergarten Learning Development Guidelines, 2000

First Class: A Guide for Early Primary Education, 1999

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

11-08 Transitional Kindergarten Assignments, Credential Information Alert, August 25, 2011

WEB SITES:

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

California County Superintendents Educational Services Association: <http://www.ccsesa.org>

California Department of Education: <http://www.cde.ca.gov>

California Kindergarten Association: <http://www.ckanet.org>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

Transitional Kindergarten California: <http://www.tkcalifornia.org>

Adopted:

Santa Ana, CA

Instruction

Transitional Kindergarten

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Curriculum and Instruction

The District's transitional kindergarten program shall be based on a modified kindergarten curriculum that is age and developmentally appropriate. (Education Code 48000) (cf. 6141 - Curriculum Development and Evaluation) (cf. 6161.1 - Selection and Evaluation of Instructional Materials)

Upon recommendation by the Superintendent or designee, the Board shall approve academic standards for transitional kindergarten that bridge preschool learning foundations and kindergarten standards. Such standards

shall be designed to facilitate students' development in essential skills which may include, as appropriate, language and literacy, mathematics, physical development, the arts, science, social sciences, English language development, and social-emotional development. (cf. 5148.3 - Preschool/Early Childhood Education) (cf. 6011 - Academic Standards) (cf. 6174 - Education for English Language Learners)

The number of instructional minutes offered in transitional kindergarten shall be the same as that required for the District's kindergarten program. (cf. 6111 - School Calendar) (cf. 6112 - School Day)

Transitional kindergarten students may be placed in the same classrooms as kindergarten students when necessary, provided that the instructional program is differentiated to meet student needs.

Pursuant to Education Code 46111 and 46117, at the kindergarten level the minimum school day is 180 minutes and the maximum school day is four hours (240 minutes), unless the District has adopted an extended-day kindergarten pursuant to Education Code 8973.

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The Superintendent or designee may provide professional development as needed to ensure that transitional kindergarten teachers are knowledgeable about District standards and effective instructional methods for teaching young children. (cf. 4131 - Staff Development)

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He/she shall monitor and regularly report to the Board regarding program implementation and the progress of students in meeting related academic standards. (cf. 0500 - Accountability) (cf. 6162.5 - Student Assessment)

**Legal Reference:**

**EDUCATION CODE**

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44258.9	Assignment monitoring by county office of education
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46300	Computation of average daily attendance, inclusion of kindergarten and transitional kindergarten
48000	Minimum age of admission (kindergarten)
48002	Evidence of minimum age required to enter kindergarten or first grade
48200	Compulsory education, starting at age six
60605.8	Academic Content Standards Commission, development of Common Core Standards

**Management Resources:**

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Prekindergarten Learning Development Guidelines, 2000

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California Department of Education: <http://www.cde.ca.gov>

California Kindergarten Association: <http://www.ckanet.org>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

Transitional Kindergarten California: <http://www.tkcalifornia.org>

**AGENDA ITEM BACKUP SHEET**  
**September 11, 2012**

**Board Meeting**

**TITLE:** Approval of District's Unaudited Actuals for 2011-12 School Year

**ITEM:** Action

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

**PREPARED BY:** Christeen Betz, Director, Accounting

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the District's Unaudited Actuals for 2011-12 school year in compliance with Education Code Section 42100.

**RATIONALE:**

Education Code Section 42100 requires the governing board of each school district to approve, on or before September 15, an annual statement of all receipts and expenditures of the District for the preceding fiscal year.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Approve the District's Unaudited Actuals for 2011-12 school year.

MB:mm



**AGENDA ITEM BACKUP SHEET**  
**September 11, 2012**

**Board Meeting**

**TITLE:** Administrative Regulation 3515.2 – Disruptions (Revised: For Implementation)

**ITEM:** Action

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

**PREPARED BY:** Camille Boden, Executive Director, Risk Management

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval to implement the revised Administrative Regulation (AR) 3515.2 – Disruptions.

**RATIONALE:**

At its August 28, 2012 meeting, (AR) 3515.2 was presented to the Board for first reading. This AR is being presented to address the revised procedures that must be adhered to by any individual who is a registered sex offender parent, and requests access to District school(s) where their child is in attendance.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Approve Administrative Regulation (AR) 3515.2 – Disruptions for implementation.

MB:mm



# Board Meeting

09/11/12

<b>Administration Regulation:</b>	<b>Title:</b>	<b>Summary of Changes:</b>
Administrative Regulation – 3515.2	Disruptions	The revisions to AR - 3515.2 include:  Procedures that must be adhered to by any individual who is a registered sex offender parent, and requests access to District school(s) where their child is in attendance

**SANTA ANA UNIFIED SCHOOL DISTRICT**

**AR 3515.2(a)**

**Business and Noninstructional Operations**

**Disruptions**

The principal or designee may direct an individual to leave school grounds when there is a reasonable basis for concluding that the person is committing an act that is likely to interfere with the peaceful conduct of school activities or that the person has entered the campus with the purpose of committing such an act. This shall not apply to students, Governing Board members or employees of the school, or others required by their employment to be on school grounds. (Penal Code 626.7) (cf. 4158- Employee Security)

The principal or designee may direct any specified sex offender or drug offender to leave school grounds. This does not apply to a student, parent/guardian of a student attending that school, or an individual who has obtained prior written permission for entry from the principal or designee.

When directing such a person to leave, the principal or designee shall inform the person that he/she will be guilty of a crime if he/she:

1. Remains after being directed to leave (Penal Code 626.81)
2. Returns to the campus without following the school's posted registration requirements (Penal Code 626.7)
3. Returns within seven days after being directed to leave (Penal Code 626.81, 626.85) cf. 0450 Comprehensive Safety Plan) (cf. 1250 Visitors/Outsiders) (cf. 3515.3 District Police/Security Department) (cf. 3515.5 - Sex Offender Notification) (cf. 4158/4258/4358 - Employee Security) (cf. 5131.4 - Campus Disturbances).

The principal or designee shall also notify law enforcement as appropriate.

**Registered Sex Offender Parent**

To the extent that District officials have actual knowledge that a parent, legal guardian, or other person seeking to be present on school property or at a school sponsored activity is a registered sex offender based on an offense against a child (a person under the age of 17), the following procedures shall apply:

Only known registered sex offenders, based on an offense against a child, who are also parents or legal guardians of a child or children enrolled in District schools, will be permitted on school property or to be in attendance at school-sponsored activities. No other persons known to be registered sex offenders, based on an offense against a child, will be permitted to be present on school property or at any school-sponsored activity. A parent or legal guardian to whom these



procedures apply must comply with all requirements. Failure to do so generally will result in that person's losing the privilege of visiting any District campuses or attending any school-sponsored activities, regardless of location. For a parent or administrative conference, the person will:

- a) call the campus principal and schedule a meeting before coming to the school;
  - b) report immediately to the office upon arriving at school and obtain a visitor's badge, as required of all visitors to the school;
  - c) be escorted by a school employee the entire time he or she is on campus;
  - d) have no unescorted access to any common area of the building, meaning cafeterias, auditoriums, breezeways, open areas for gathering on any campus, and so on;
  - e) have no unescorted access to any classroom where students other than his or her child are present; and
  - f) be escorted back to his or her vehicle by a school employee at the conclusion of the visit.
1. When dropping off or picking up a child to or from school the person will:
- a) call the campus principal and schedule the time of drop off or pick up;
  - b) pick up or drop off the child in the presence of the campus administrator or designee; and
  - c) be escorted back to his or her vehicle by a school employee after the child has been picked up or dropped off.
2. Prior to attending any before school, or after school, or extra-curricular event the person will:
- a) call the campus principal and state his or her intent to attend the event, no later than 24 hours before the start of the event;
  - b) sign in at a place designated by the campus principal upon arrival at the event;
  - c) sign out at a place designated by the campus principal before departing the event; and
  - d) be escorted to his or her vehicle by a school employee at the time of the departure from the event.
3. When picking up or dropping off a student at an extra-curricular activity, on or off school property, the person will:
- a) contact the campus administrator and make arrangements for picking up or dropping off the student; and
  - b) remain in the vehicle while waiting for the student.

4. A parent or legal guardian who is subject to these procedures based on his or her identification as a registered sex offender because of an offense against a child is prohibited from transporting any student or child (other than his or her own child) to or from any District campus or school-sponsored activity without express written permission from the parent or guardian of the student.
5. Any person subject to these procedures is also prohibited from working as a volunteer for the District, including but not limited to volunteering for school related activities such as booster clubs and class fund-raisers.

#### **Appeal Procedure**

Any person who is asked to leave a public school building or grounds may appeal to the Superintendent or designee. This appeal shall be made no later than the second school day after the person has departed from the school building or grounds. After reviewing the matter with the principal or designee, the Superintendent or designee shall render his/her decision within 24 hours after the appeal is made, and this decision shall be binding. (Education Code Section 32211).

The decision of the Superintendent designee may be appealed to the Governing Board. Such an appeal be made no later than the second school day after the Superintendent or designee has rendered his/her decision.

The Board shall consider and decide the appeal at its next scheduled regular or adjourned regular public meeting. The Board's decision shall be final. (Education Code Section 32211).

#### **Gun-Free School Zone**

Possession of unauthorized firearms, dangerous instruments, weapons or devices is prohibited within 1000 feet of school grounds. (Penal Code Section 626.9, 626.10) (cf. 5131.7 Weapons and Dangerous Instruments) (cf. 5144.1 Suspension and Expulsion/Due Process).

SANTA ANA UNIFIED SCHOOL DISTRICT

AR 3515.2(a)

Business and Noninstructional Operations

Disruptions

The principal or designee may direct an individual to leave school grounds when there is a reasonable basis for concluding that the person is committing an act that is likely to interfere with the peaceful conduct of school activities or that the person has entered the campus with the purpose of committing such an act. This shall not apply to students, Governing Board members or employees of the school, or others required by their employment to be on school grounds. (Penal Code 626.7) (cf. 4158- Employee Security)

The principal or designee may direct any specified sex offender or drug offender to leave school grounds. This does not apply to a student, parent/guardian of a student attending that school, or an individual who has obtained prior written permission for entry from the principal or designee.

When directing such a person to leave, the principal or designee shall inform the person that he/she will be guilty of a crime if he/she:

1. Remains after being directed to leave (Penal Code 626.81)
2. Returns to the campus without following the school's posted registration requirements (Penal Code 626.7)
3. Returns within seven days after being directed to leave (Penal Code 626.81, 626.85) cf. 0450 Comprehensive Safety Plan) (cf. 1250 Visitors/Outsiders) (cf. 3515.3 District Police/Security Department) (cf. 3515.5 - Sex Offender Notification) (cf. 4158/4258/4358 - Employee Security) (cf. 5131.4 - Campus Disturbances).

The principal or designee shall also notify law enforcement as appropriate.

**Registered Sex Offender Parent**

**To the extent that District officials have actual knowledge that a parent, legal guardian, or other person seeking to be present on school property or at a school sponsored activity is a registered sex offender based on an offense against a child (a person under the age of 17), the following procedures shall apply:**

1. **Only known registered sex offenders, based on an offense against a child, who are also parents or legal guardians of a child or children enrolled in District schools, will be permitted on school property or to be in attendance at school-sponsored activities. No other persons known to be registered sex offenders, based on an offense against a child, will be permitted to be present on school property or at any school-sponsored activity. A parent or legal guardian to whom these**

procedures apply must comply with all requirements. Failure to do so generally will result in that person's losing the privilege of visiting any District campuses or attending any school-sponsored activities, regardless of location. For a parent or administrative conference, the person will:

- a) call the campus principal and schedule a meeting before coming to the school;
- b) report immediately to the office upon arriving at school and obtain a visitor's badge, as required of all visitors to the school;
- c) be escorted by a school employee the entire time he or she is on campus;
- d) have no unescorted access to any common area of the building, meaning cafeterias, auditoriums, breezeways, open areas for gathering on any campus, and so on;
- e) have no unescorted access to any classroom where students other than his or her child are present; and
- f) be escorted back to his or her vehicle by a school employee at the conclusion of the visit.

2. When dropping off or picking up a child to or from school the person will:

- a) call the campus principal and schedule the time of drop off or pick up;
- b) pick up or drop off the child in the presence of the campus administrator or designee; and
- c) be escorted back to his or her vehicle by a school employee after the child has been picked up or dropped off.

3. Prior to attending any before school, or after school, or extra-curricular event the person will:

- a) call the campus principal and state his or her intent to attend the event, no later than 24 hours before the start of the event;
- b) sign in at a place designated by the campus principal upon arrival at the event;
- c) sign out at a place designated by the campus principal before departing the event; and
- d) be escorted to his or her vehicle by a school employee at the time of the departure from the event.

4. When picking up or dropping off a student at an extra-curricular activity, on or off school property, the person will:

- a) contact the campus administrator and make arrangements for picking up or dropping off the student; and
- b) remain in the vehicle while waiting for the student.

5. A parent or legal guardian who is subject to these procedures based on his or her identification as a registered sex offender because of an offense against a child is prohibited from transporting any student or child (other than his or her own child) to or from any District campus or school-sponsored activity without express written permission from the parent or guardian of the student.
6. Any person subject to these procedures is also prohibited from working as a volunteer for the District, including but not limited to volunteering for school related activities such as booster clubs and class fund-raisers.

### **Appeal Procedure**

Any person who is asked to leave a public school building or grounds may appeal to the Superintendent or designee. This appeal shall be made no later than the second school day after the person has departed from the school building or grounds. After reviewing the matter with the principal or designee, the Superintendent or designee shall render his/her decision within 24 hours after the appeal is made, and this decision shall be binding. (Education Code Section 32211).

The decision of the Superintendent designee may be appealed to the Governing Board. Such an appeal be made no later than the second school day after the Superintendent or designee has rendered his/her decision.

The Board shall consider and decide the appeal at its next scheduled regular or adjourned regular public meeting. The Board's decision shall be final. (Education Code Section 32211).

### **Gun-Free School Zone**

Possession of unauthorized firearms, dangerous instruments, weapons or devices is prohibited within 1000 feet of school grounds. (Penal Code Section 626.9, 626.10) (cf. 5131.7 Weapons and Dangerous Instruments) (cf. 5144.1 Suspension and Expulsion/Due Process).

**AGENDA ITEM BACKUP SHEET**  
**September 11, 2012**

**Board Meeting**

**TITLE:** Board Policy 6163.2 – Animals at School (Revised: For First Reading)

**ITEM:** Action

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

**PREPARED BY:** Camille Boden, Executive Director, Risk Management

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to present to the Board for first reading the proposed revisions to Board Policy (BP) 6163.2 – Animals at School.

**RATIONALE:**

This Board Policy is being revised to reflect recent changes in the Education Code and to include changes in District practices and policies for seeing-eye dogs, services dogs, and animals on school campus:

1. Service animals must meet licensing and certification requirements per California Food and Agriculture Code Section 30850.
2. District personnel must provide the animal's Assistance Dog Identification tag and sign an affidavit affirming the specialty training of the animal(s).
3. Owner or handler of service animal will be liable for any property damage.
4. No feral or stray animal or animal colonies are to be fed or maintained on District property.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Presented for first reading.

MB:mm



# Board Meeting

9/11/12

<b>Administration Regulation:</b>	<b>Title:</b>	<b>Summary of Changes:</b>
Board Policy – 6163.2	Animals at School	<p>The revisions to BP - 6163.2 include:</p> <p>Changes in District practices and policies for seeing-eye dogs, services dogs, and animals on school campus:</p> <ol style="list-style-type: none"><li>1. Service animals must meet licensing and certification requirements per California Food and Agriculture Code Section 30850.</li><li>2. District personnel must provide the animal's Assistance Dog Identification tag and sign an affidavit affirming the specialty training of the animals.</li><li>3. Owner or handler of service animal will be liable for any property damage.</li><li>4. No feral or stray animal or animal colonies are to be fed or maintained on District property.</li></ol>

InstructionAnimals at School **and District Facilities**

The Governing Board recognizes that animals can be an effective teaching aid. In addition, instruction related to the care and treatment of animals teaches students a sense of responsibility and promotes the humane treatment of living creatures.

Animals may be brought **to onto school District facilities** for educational purposes, subject to rules and precautions specified in administrative regulations related to health, safety and sanitation. Teachers shall ensure that these rules and precautions are observed so as to protect both the students and animals.

Seeing-eye dogs and service dogs may accompany students, **staff** and the public as needed (cf.0410- Nondiscrimination in District Programs and Activities). **Seeing-eye dogs and service dogs may accompany District personnel only as part of a formal reasonable accommodation approved through the District's Interactive Process. Service animals must meet licensing and certification requirements per California Food and Agriculture Code Section 30850. District personnel must provide the animal's Assistance Dog Identification Tag and sign an affidavit affirming the specialty training of the animal.**

The District assumes no liability for the safety of animals voluntarily brought to school. (cf. 5141-Health Care and Emergencies) (cf.5141.1-Accidents)(cf.5141.23-Infectious Disease Prevention). **Owners of service animals will be responsible for any damage done to District facilities by the animal.**

**No feral or stray animal or animal colonies are to be fed or maintained on District facilities.**

## Legal Reference:

**CIVIL CODE****54.2 Individuals with Disabilities**EDUCATION CODE

44806 Instruction in kindness to pets and humane treatment of living creatures  
 51202 Instruction in personal and public health and safety  
 51540 Safe and humane treatment of animals at school

**FOOD AND AGRICULTURAL CODE****30850 License and Certification of Service Animals**GOVERNMENT CODE

810-996.6 California Tort Claims Act, especially:  
 815 Liability for injuries **generally**; immunity of public entity  
 835 Conditions of liability

## Management Resources:

HUMANE SOCIETY OF THE UNITED STATES

Catalogue of Publications, 1996

Guidelines for the Study of Animals in Elementary and Secondary School

Biology, HE 1079



**AGENDA ITEM BACKUP SHEET**  
**September 11, 2012**

**Board Meeting**

**TITLE:**                    **Administrative Regulation 4032 – Reasonable Accommodation**  
**(Revised: For First Reading)**

**ITEM:**                    **Action**

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

**PREPARED BY:**    **Camille Boden, Executive Director, Risk Management**

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to present to the Board for first reading the proposed revision to Administrative Regulation 4032 – Reasonable Accommodation.

**RATIONALE:**

This Administrative Regulation (AR) is being revised to update the AR to reflect changes that coincide with the Americans with Disabilities Act, recent changes to current District processes, and updates to the Code of Federal Regulations, Title 28 and 29. The District will make reasonable accommodations for District employees with disabilities who qualify and require modifications to the work environment at their site.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Presented for first reading.

MB:mm



# Board Meeting

9/11/12

<b>Administration Regulation:</b>	<b>Title:</b>	<b>Summary of Changes:</b>
Administrative Regulation – 4032	Reasonable Accommodation	The revisions to AR - 4032 include:  Procedures that are being revised to update the AR to reflect changes that coincide with the Americans with Disabilities Act, recent changes to current District processes, and updates to the Code of Federal Regulations, Title 28 and 29. The District will make reasonable accommodations for District employees with disabilities who qualify and require modifications to the work environment at their site.

SANTA ANA UNIFIED SCHOOL DISTRICT

AR 4032 (a)

All Personnel

Reasonable Accommodation

**Definitions**

Disability, with respect to an individual, is defined as any of the following:  
(Government Code 12926; 29 CFR 1630.2)

1. A physical or mental impairment that limits one or more of the major life activities.
2. A record of such an impairment.
3. Being regarded as having such an impairment.

Limits shall be determined without regard to mitigating measures such as medications, assistive devices, prosthetics or reasonable accommodations, unless the mitigating measure itself limits a major life activity. (Government Code 12926)

Essential functions are the fundamental job duties of the position the individual with a disability holds or desires. The term does not include the marginal functions of the position. (29 CFR 1630.2)

Reasonable accommodations ~~that~~ **what** an employer may need to provide in connection with modifications to the work environment or adjustments in how and when a job is performed ~~that enable an individual with a disability to enjoy equal employment opportunities include, but are not limited to:~~ (29 CFR 1630.2)

- ~~1. Making existing facilities accessible and usable.~~
- ~~2. Restructuring the job duties.~~
- ~~3. Offering an alternative position which could be part-time or modified work schedules.~~
- ~~4. Acquiring or modifying equipment or devices.~~
- ~~5. Changing tests, training materials or policies.~~
- ~~6. Providing qualified readers or interpreters.~~
- ~~7. Reassigning the employee to a vacant position.~~

Qualified individual with a disability means an individual with a disability who satisfies the requisite skill, experience, education and other job-related requirements of the employment position and who, with or without reasonable accommodation, can perform the essential functions of such position. (29 CFR 1630.2)

Undue hardship is a determination based on an individualized assessment of current circumstances that shows that a specific reasonable accommodation would cause significant difficulty or expense. A determination of undue hardship should be based on several factors, ~~including:~~ **in light of a number of factors. These factors include the nature and cost of the accommodation in relation the size, resources, nature, and structure of the employer's operation. (Title 42 (12101-12213) (29 CFR 1630.2)**

1. ~~The nature and cost of the accommodation needed, taking into consideration the availability of tax credits and deductions and/or outside funding.~~
2. ~~The overall financial resources of the facility making the reasonable accommodation, the number of persons employed at this facility, the effect on expenses and resources of the facility, or the impact on the operations of the facility.~~
3. ~~The overall financial resources, size, number of employees, and the number, type and location of facilities of the District.~~
4. ~~The type of operation of the employer, including the structure and functions of the workforce, the geographic separateness, and the administrative or fiscal relationship of the facility involved in making the accommodation.~~
5. ~~The impact of the accommodation on the operation of the facility, including the impact on the ability of other employees to perform their duties and the impact on the facility's ability to conduct business.~~

#### Requests for Reasonable Accommodation

The District designates the position specified in BP 4030 - Nondiscrimination in Employment to coordinate its efforts to comply with the Americans with Disabilities Act (ADA) and to investigate any and all related complaints. (cf. 4030 - Nondiscrimination in Employment) (cf. 4031 - Complaints Concerning Discrimination in Employment)

When requesting reasonable accommodation, the employee or employee's representative shall inform the employee's supervisor that he/she needs a change at work for a reason related to a medical condition. **All requests for reasonable accommodations are to be forwarded to the District Office.**

When requesting reasonable accommodation during the hiring process, a job applicant shall inform ~~the coordinator~~ **the District** that he/she will need a reasonable accommodation for the process.

~~Employee requests for reasonable accommodation may first be considered informally by the site administrator. The site administrator shall consult with the coordinator before any decision as to accommodation is made.~~

~~When the disability and/or the need for accommodation is not obvious, the coordinator may ask the employee to supply reasonable documentation about his/her disability. In requesting this documentation, the coordinator shall specify the types of information that are being sought about the employee's condition, the employee's functional limitations and the need for reasonable accommodation. The Employees may be asked **who request a reasonable accommodation will be required to sign a limited medical release allowing the District to communicate in writing with the employee's** submit a list of specific questions to the health care **provider.** or vocational professional.~~

~~If the documentation submitted by the employee does not specify the existence of a qualifying disability and explain the need for reasonable accommodation, the District may require the employee to submit to an examination by a health care professional selected and paid for by the District.~~

Upon receiving a request to reasonably accommodate a qualified ~~employee~~ **individual** with a disability, the ~~Coordinator shall~~ **District will:**

1. Determine the essential functions of the job **through a review of a job function analysis.**
2. Engage in an interactive process with the employee to review the request for accommodation, identify the precise limitations resulting from the disability, identify potential means for providing accommodation, and assess their effectiveness. ~~3. Develop a plan for reasonable accommodation which is effective and allows the employee~~ to perform the essential functions of the job.

~~or to gain equal access to a benefit or privilege of employment and~~ **No accommodation shall** ~~does not~~ impose undue hardship on the **District.**

~~To qualify for a job, an individual~~ **No accommodation shall** ~~not pose a any significant risk of substantial harm to himself/herself~~ **the employee** or others in the workplace ~~which cannot be eliminated or reduced by reasonable accommodation.~~

~~The determination of whether an individual poses a significant risk of substantial harm to himself/herself or others shall be made on a case-by-case basis and shall be based on objective, factual evidence, taking into consideration the duration of the risks, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the imminence of potential harm. (29 CFR Section 1630.2)~~

~~The Coordinator may confer with the site administrator, the District medical advisor and/or other District staff before making a final decision as to the accommodation.~~

#### **~~Reasonable Accommodation Committee~~**

~~The Coordinator may appoint a Reasonable Accommodation Committee to review or assist in the development of appropriate plans to reasonably accommodate an employee or qualified job applicant who has requested an adjustment in work duties or environment because of known physical or mental disabilities. The membership of this committee may change on a case-by-case basis. The committee may include:~~

1. ~~A District administrator.~~
2. ~~A site administrator.~~
3. ~~A medical advisor or rehabilitation specialist.~~
4. ~~A certificated employee.~~
5. ~~A classified employee.~~

~~Committee members shall be selected on the basis of their knowledge of the issues at hand, including:~~

1. ~~The specific functions and duties required in the position.~~
2. ~~The physical work environment.~~
3. ~~Available accommodations.~~

~~At the coordinator's discretion, the employee or applicant requesting accommodation may participate in or be excluded from committee meetings. If the employee or applicant is excluded from committee meetings, the coordinator shall communicate with him/her so that he/she has the opportunity to interact and contribute to planning the reasonable accommodation.~~

~~The coordinator shall take steps to ensure the confidentiality of information related to medical conditions.~~

**Appeal Process**

If the employee or applicant is not satisfied with the decision of the ~~Coordinator~~ **District**, he/she may appeal in writing to the Superintendent or designee. This appeal shall be made within ten (10) days of receiving the decision and shall include:

1. A clear concise statement of the reasons for the appeal.
2. A statement of the specific remedy sought.

~~The Superintendent or designee shall consult with the coordinator and review the appeal, together with any available supporting documents.~~ The Superintendent or designee shall give the employee ~~or applicant~~ his/her decision within fifteen (15) working days of receiving the appeal.

Any further appeal for reasonable accommodation shall be considered a complaint concerning discrimination in employment and may be taken to the Governing Board in accordance with the District's procedure for such complaints.

Legal Reference:

CIVIL CODE  
51 Unruh Civil Rights Act  
GOVERNMENT CODE  
12900-12996 Fair Employment and Housing Act  
UNITED STATES CODE, TITLE 29  
791-794e Vocational Rehabilitation Act  
UNITED STATES CODE, TITLE 42  
12101-12213 Americans With Disabilities Act  
CODE OF FEDERAL REGULATIONS, TITLE 28  
35.101-35.190 Americans with Disabilities Act, especially:  
35.107 Designation of employee  
36.101-36.608 Nondiscrimination on the basis of disability by public facilities  
CODE OF FEDERAL REGULATIONS, TITLE 29  
1630.2 Direct threat  
COURT DECISIONS  
Colmenares v. Braemar Country Club, Inc., 2003 Cal.LEXIS 1131  
Echazabal v. Chevron USA., (9th Circuit, 2000) 226F.3d 1063  
U.S. Airways, Inc. v Barnett, (2002) 535 U.S., 122 S.Ct. 1516

**AGENDA ITEM BACK UP SHEET**  
**September 11, 2012**

**Board Meeting**

**TITLE:**                   **Approval of Joint Use Agreement with City of Santa Ana for Garfield Elementary School**

**ITEM:**                   **Action**

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

**PREPARED BY:**   **Tova K. Corman, Senior Facilities Planner**

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval to enter into a Joint Use Agreement with the City of Santa Ana for Garfield Elementary School. The term of this agreement shall run for a 30-year period.

**RATIONALE:**

The City of Santa Ana and the District will enter into this Agreement to provide for joint use and maintenance of the Multi-purpose Room/Community Center and parking lots at Garfield Elementary School. The District will have use of the multi-purpose room during regular school hours Monday through Friday, from 8:00 a.m. until 4:00 p.m. and the City will have use outside of regular school hours and weekends. The City will have exclusive use of the Community Center.

Education Code Sections 10900 and 10950 authorize the District to cooperate with the City in promoting and preserving the health and general welfare of their constituents. This agreement has been reviewed by legal counsel.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Approve the Joint Use Agreement with the City of Santa Ana for Garfield Elementary School.

**JOINT USE AGREEMENT BY AND BETWEEN  
SANTA ANA UNIFIED SCHOOL DISTRICT  
AND THE CITY OF SANTA ANA  
(GARFIELD ELEMENTARY SCHOOL)**

**THIS JOINT USE AGREEMENT** ("Agreement") is made and entered into to be effective on the \_\_\_ day of \_\_\_\_\_, 2012, by and between the Santa Ana Unified School District ("District"), a public school district duly organized and existing under the laws of the State of California, and the City of Santa Ana ("CITY"), a charter city and municipal corporation duly organized and existing under the constitution and laws of the State of California.

**RECITALS:**

1. The District owns and operates Garfield Elementary School which is located at 850 Brown Street, Santa Ana, California ("School"), and has property on the School site that is suitable for use for community programs.
2. California Education Code §10900 et seq. authorizes the District to organize, promote and conduct programs for community recreation, and to cooperate in providing community recreation programs and facilities.
3. The City and District desire to undertake a coordinated use of a 10,000 sq. ft. Community Center on the School site ("Community Center") to allow maximum use by community residents in order to coordinate, schedule and conduct community programs.
4. The coordinated use of the Community Center is intended to benefit the families that live in the immediate vicinity of Garfield Elementary School.
5. The partnership between the City and District created by this Joint Use Agreement is intended to improve general health and wellness for the residents of the Garfield community.
6. City and District desire to enter into this Agreement to provide for joint use and maintenance of the Community Center, and parking lots at Garfield School.

**AGREEMENT:**

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and conditions herein contained, the parties hereto agree as follows:



1. **DEFINITIONS.** The following definitions shall apply to the terms as used in this Agreement:
  - A. **Joint Use Facilities** shall mean the Community Center and parking lots, but not the 2nd floor of the Community Center, which is available for City use and programming at all times, all as identified in **Exhibit "A"** attached hereto,
  - B. **Technical Advisory Committee** shall mean that certain committee created and appointed by the City Manager of the City and the Superintendent of the District pursuant to the Joint Use Agreement between the parties pertaining to the Godinez High School at Centennial Park. The Technical Advisory Committee shall be responsible for resolving conflicts in scheduling of the Joint Use Facilities at Garfield School.
  - C. **Regular School Hours** shall mean 8:00 am through 4:00 pm, Monday through Friday (excluding state and national holidays observed by the District) unless changed by agreement of the parties.
  - D. **District Time** shall mean the time during Regular School Hours, when the District shall have the right to schedule use of the Joint Use Facilities.
  - E. **City Time** shall mean those days and hours, outside of Regular School Hours and weekends, when the City shall have the right to schedule use of the Joint Use Facilities.
  - F. **School** shall mean the specific District school identified in the above Recitals.
2. **TERM AND COMMENCEMENT.** This Agreement shall commence on \_\_\_\_\_, 2012, and shall run for a term of 30 years. Upon the written agreement of the parties, the term may be extended for up to two additional ten (10) year terms.
3. **PERMITTED USE OF FACILITIES.** The rights of the City to schedule use of the Joint Use Facilities shall be determined based on the following,
  - District Use. District shall have the right, without prior consent of the City, to schedule use of the Joint Use Facilities during Regular School Hours for both the regular school year and any summer school and, on a first priority basis, for activities during City Time upon timely notice to the City and in compliance with the provisions herein ("District Use"). However, if City has already scheduled a

program for the 1<sup>st</sup> Floor, then District shall use its reasonable efforts to provide City with an acceptable alternate location on the Garfield School Site.

- 1) District Use shall not include use of the 2<sup>nd</sup> floor of the Community Center.
- 2) A separate point of access or agreed upon control system will be provided for the City's use of the 2<sup>nd</sup> floor of the Community Center.

B. City Use and Overall Programming Responsibilities.

- 1) CITY shall have exclusive use of the 2<sup>nd</sup> floor of the Community Center and the parking lot located north of the Community Center during school hours. During non-school hours and weekends, City shall have access and use of all parking lots on the Garfield site.
- 2) The CITY shall be responsible for and have the authority to schedule use of the Joint Use Facilities during City Time.
- 3) The CITY shall establish a system to provide for the coordination and scheduling of its use of the Joint Use Facilities, including a procedure for reserving the use of the Joint Use Facilities.

C. District Priority for Use of Joint Use Facilities. Priority will be given to any School or District need for the use of the Joint Use Facilities during City Time. The City shall inform third-party organizations that those organizations may not have use of the Joint Use Facilities due to District Use during City Time. If one of those organizations is unable to use the Joint Use Facilities during City Time because of a District Use, the District will use its reasonable efforts to attempt to find an acceptable alternative location on the Garfield School site for that organization's use during the time of District Use.

E. City Programming.

The City may conduct programs itself or do so through a third party, so long as they are done in the same manner and under the same conditions as programming in other City facilities and so long as they meet any applicable State and Federal anti-discrimination requirements and school-site safety standards, such as the prohibition of alcoholic beverages and tobacco. The City shall also comply with all restrictions on admission fees or other charges per

Education Code Section 10900, et seq., when it charges and collects and retains reservation fees, user fees or other charges for City Use of Joint Use Facilities. The City shall not charge the District and the District shall not charge the City for any use of the Joint Use Facilities and/or the 2<sup>nd</sup> floor of the Community Center. District acknowledges that the funds being provided by City for the Community Center are received by City pursuant to the CDBG Program, as amended, and that expenditures of CDBG funds must be in accordance with the CDBG Program and its requirements (24 CFR 570.503 and 24 CFR 570.504). Upon the expiration of this Agreement, any unexpended CDBG funds received by District shall be returned to City unless otherwise provided for in this Agreement or directed by the City.

D. Scheduling Conflicts.

To the extent scheduling conflicts cannot be resolved informally by the parties, the Technical Advisory Committee shall be responsible for resolving conflicts in the Joint Use Facilities at the School.

D. Insurance.

The CITY shall insure that, as to the reservation of use of the Joint Use Facilities by persons and organizations, that each such person or organization shall have in effect at the time of use general liability insurance coverage in the amount of at least \$1,000,000 per occurrence, and that the City and District are named as additional insureds on the applicable insurance policies.

E. Supervision of Joint Use Facilities.

- 1) The District shall be responsible for appropriate supervision while using the Joint Use Facilities;
- 2) The City shall be responsible for appropriate supervision while using the Joint Use Facilities. The City shall provide a level of supervision and security commensurate with that provided at City-owned facilities at all times while using Joint Use Facilities (and for reasonable periods of time immediately prior to and following such use).

4. Repair, Maintenance and Utilities

- A. Except as indicated herein, District shall be responsible for and pay all necessary costs of the Joint Use Facilities incurred for the following:

- 1) All maintenance and repairs;
  - 2) Additionally, at the end of each use of the 2<sup>nd</sup> floor of the Community Center, the District shall return it to its original state, including the timely repair of any damage done during the District's use.
- B. CITY shall be responsible for and pay all necessary costs on the 2<sup>nd</sup> floor of the Community Center incurred for the following:
- 1) All maintenance and repairs;
  - 2) Additionally, at the end of each use of the Joint Use Facilities, the CITY shall return it to its original state, including the timely repair of any damage done during the City's use.
- C. Written notification of any damage shall be made known to the other party within five (5) working days of the discovery of damage.
- D. Utilities.
- 1) The DISTRICT will pay for all electrical costs for the Joint Use Facilities.
  - 2) The CITY will pay for all electrical costs for the 2<sup>nd</sup> floor of the Community Center.
5. Further Funding Sources.

The parties to this Joint Use Agreement will cooperate in good faith to seek further funding for improvements to the Joint Use Facilities and other common areas at the School and agree that if such funding and improvements are made, that this Joint Use Agreement will be amended to encompass the renovated areas and additional provisions related thereto.

6. Materials and Equipment.
- A. The CITY shall supply all equipment and supplies to be provided or shared by the parties in carrying out the programs by this Agreement for the 2<sup>nd</sup> floor of the Community Center.
  - B. The District shall supply all equipment and supplies to be provided or shared by the parties in carrying out the programs by this Agreement for the Joint Use Facilities.
7. Change in Use Of Joint Use Facility.

Since Community Development Block Grant (CDBG) funds are being used for construction of the Joint Use Facility, and to the extent required by applicable statutes or regulations, the use or planned use of any such property (including the beneficiaries of such use) from that for which the acquisition or improvement was made, cannot be changed, unless the City as the recipient and the District as the subrecipient, provide affected citizens with reasonable notice of, and opportunity to comment on, any proposed change, and either:

- A. The new use of such property qualifies as meeting one of the national objectives in 24 CFR Sec. 570.208 (formerly Sec. 570.901) and is not a building for the general conduct of government; or
  - B. The following requirements are met: If the recipient determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under this section, it may retain or dispose of the property for the changed use if the recipient's CDBG program is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property.
  - C. If the change of use occurs after closeout, the provisions governing income from the disposition of the real property in 24 CFR Sec. 570.504(b)(4) or (5), as applicable, shall apply to the use of funds reimbursed.
  - D. Following the reimbursement of the CDBG program in accordance with this section, the property no longer will be subject to any CDBG requirements.
8. Cooperation of the Parties. The City and District shall cooperate and take all actions necessary to achieve the purposes of this Agreement. Each party shall designate a particular person to be responsible for the performance of that party's duties and responsibilities pursuant to this Agreement.
9. Liability And Indemnification.
- A. The City shall be solely financially responsible for damages caused by or during City Use.
  - B. The City shall indemnify, defend, and hold harmless District, its officers, agents, employees, representatives, and volunteers from damage to property and for injury to or death of any person and from all claims, demands, actions, liability, or damages of any kind

or nature arising out of or in connection with City Use, activities or programs sponsored by City under this Agreement, third party activities programmed or sponsored by the City, and City programming outside of City Time, except to the extent those which arise out of a dangerous/defective condition of District property or due to the sole negligence of the District.

C. The District shall indemnify, defend, and hold harmless the City, its officers, agents, employees, representatives, and volunteers from damage to property and for injury to or death of any person and from all claims, demands, actions, liability, or damages of any kind or nature arising out of its operation of the School, including use, operation, maintenance and repair of the Joint Use Facilities, except as provided in "B" above.

10. Insurance. Both the City and the District shall maintain, for the period covered by this Agreement, at their own respective costs, their own respective policy or policies of general liability insurance and property insurance. Each party waives subrogation of its insurance coverage for the other entity. Self-insurance authorized by state law and/or maintained by the City or the District in the regular course of business for its other activities shall satisfy this requirement.

11. Notices. All notices, statements, demands, requests, consents, approvals, authorizations, appointments, or designations hereunder by either party to the other shall be in writing and shall be deemed given and served upon the other party, if delivered personally or three (3) days after depositing in the United States mail, postage prepaid, addressed as follows.

CITY: Attn.: Gerardo Mouet,  
Executive Director, Parks, Recreation & Community  
Services Agency  
20 Civic Center Plaza, M-75  
P.O. Box 1988  
Santa Ana, CA 92702

SAUSD: Attn.: Joe Dixon  
Assistant Superintendent, Facilities & Governmental  
Relations  
Santa Ana Unified School District  
1601 E. Chestnut Avenue  
Santa Ana, Ca, 92701

12. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California. Any legal action in which enforcement of the terms and conditions of this Agreement is

requested, or in which it is alleged that a breach of this Agreement has taken place, shall be filed and prosecuted in the County of Orange, California.

13. Breach of Agreement. If either party defaults in the performance of any of the terms or conditions of this Agreement, it shall have thirty (30) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the defaulting party fails to cure its default within such period of time or provides notice to the other party of the defaulting party's diligent efforts to cure the default, the non-defaulting party shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity, or under this Agreement. The failure of a party to object to any default in the performance of the terms and conditions of this Agreement shall not constitute a waiver of either that term or condition or any other term or condition of this Agreement.
14. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
15. Successors and Assigns. The terms and conditions of this Agreement shall be binding on the successors and assigns of the parties to this Agreement.

ACCEPTED AND AGREED as of the last date written below:

**City of Santa Ana**

Dated: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

Print Name: Maria D. Huizar

Print Title: Clerk of the City Council

Dated: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

Print Name: Paul Walters

Print Title: City Manager

**Approved as to Form**

Dated: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

Print Name: Sonia R. Carvalho, City Attorney

Print Title: By Lisa E. Storck, Assistant City Attorney

**Santa Ana Unified School District**

Dated: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

Print Name: Thelma Meléndez de Santa Ana, Ph.D.

Print Title: Superintendent

Dated: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

Print Name: Michael P. Bishop, Sr.

Print Title: Deputy Superintendent, Operations

**Approved as to Form**

Dated: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

Print Name: Philip J. Henderson

Print Title: Attorney, Orbach Huff & Suarez



**AGENDA ITEM BACK UP SHEET**  
**September 11, 2012**

**Board Meeting**

**TITLE:**                   **Approval of Agreement with City of Santa Ana for Reimbursement of Construction Costs for Garfield Elementary School Multi-purpose Room/Community Center**

**ITEM:**                   **Action**

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

**PREPARED BY:**   **Tova K. Corman, Senior Facilities Planner**

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of an agreement with the City of Santa Ana for Reimbursement of Construction Costs at Garfield Elementary School. The term of this agreement shall commence on September 12, 2012, and shall terminate when the project receives close out confirmation from the Division of State Architect.

**RATIONALE:**

The City of Santa Ana and the District will enter into this agreement for Reimbursement of Construction Costs for a Multi-purpose Room/Community Center at Garfield Elementary School through a Community Development Block Grant.

**FUNDING:**

City of Santa Ana: \$2,612,500 (Community Development Block Grant)

**RECOMMENDATION:**

Approve the agreement with the City of Santa Ana for Reimbursement of Construction Costs for Garfield Elementary School Multi-purpose Room/Community Center.

**AGREEMENT BETWEEN  
THE CITY OF SANTA ANA AND  
SANTA ANA UNIFIED SCHOOL DISTRICT REGARDING  
REIMBURSEMENT OF CONSTRUCTION COSTS  
FOR GARFIELD COMMUNITY CENTER  
INCORPORATING BLOCK GRANT REQUIREMENTS**

This Agreement Between the City of Santa Ana and Santa Ana Unified School District Regarding Reimbursement of Construction Costs for Garfield Community Center Incorporating Block Grant Requirements ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the **City of Santa Ana**, a charter city and municipal corporation ("City"), and the **Santa Ana Unified School District** ("District"), a public school district (collectively, "Parties"; individually "Party").

**RECITALS**

- A. The District is designing and constructing multiple improvements at its Garfield Elementary School site (the "Project"), as further indicated in the Conceptual Site Plan and Elevations attached hereto and incorporated herein as **Exhibit A**.
- B. The Project includes a two-story building that the Parties intend to use as a multiple-purpose building and community center ("MPR/CC") and associated site work and landscaping.
- C. The City wishes to reimburse District for a portion of the costs associated with the construction of the MPR/CC and associated site work and landscaping, in accordance with the mutually agreed to Scope of Work/Budget attached hereto and incorporated herein as **Exhibit B**.
- D. The City, as an entitlement recipient and grantee of the United States Department of Housing and Urban Development ("HUD") Community Development Block Grant ("CDBG") Program, desires to enter this Agreement with the District for the expenditure of CDBG funds in accordance with Title 24, Part 570 of Code of Federal Regulations 24 CFR 570.000, *et seq.* ("CDBG Reg's"), to pay for construction costs for the MPR/CC.
- E. The District, pursuant to, without limitation, section 17077.40, *et seq.* and/or section 17527, *et seq.*, of the Education Code, is authorized to enter into joint use agreements with other public entities.
- F. The Parties intend to also enter into a joint use agreement for the MPR/CC between the City and the District, that the Parties will approve separate from this Agreement ("Joint Use Agreement"). Upon completion of the MPR/CC, the District shall permit the City to access the MPR/CC for public use and recreation purposes pursuant to applicable law and to the Joint Use Agreement as mutually agreed upon by the Parties.

NOW, THEREFORE, the Parties agree as follows:

**AGREEMENT**

**1. Construction of MPR/CC.**

- A. The District shall cause the MPR/CC to be built per the City approved plans, specifications, and construction contract, the approval of which shall not be unreasonably withheld. The District or its agents or representatives, the City and Contractor shall conduct regularly scheduled project meetings as mutually agreed upon and confer prior to finalizing construction work on the MPR/CC.
- B. The Parties have agreed that Balfour Beatty ("Contractor") will be performing all construction services including, but not limited to, preparation of a construction cost estimate value engineering, as well as actual construction and associated site work and landscaping of the MPR/CC. Contractor was chosen through a request-for-qualification process that the Parties believe was a fair, competitive selection process consistent

with Government Code section 4529.12 and Education Code section 17406 and consistent with the federal rules of procurement.

- C. The City acknowledges that the District is undertaking design and construction of the Project. The MPR/CC shall be constructed substantially to conform with the Scope of Work attached hereto as **Exhibit A**, and incorporated herein by reference.

**2. Payment for Construction of the MPR/CC.**

- A. The City shall pay for a portion of the cost to construct the MPR/CC for the not to exceed amount of \$2,375,000.00, which is part of a broader contract covering the Garfield Elementary School site awarded to the Contractor. It is acknowledged that there may be change orders which may necessitate District board and City Council approval, subject to the Parties respective contracting procedures. The City shall make payment within thirty (30) days following receipt of a proper invoice and documentation detailing the work performed.
- B. The District agrees to ensure that the Contractor separately invoices for its construction of the MPR/CC and associated site work so that the City can reimburse the construction costs specifically for the MPR/CC and agreed upon site work.
- C. The Parties agree to take all reasonable actions to cooperate to enforce the provisions in this Agreement, including this provision, if other third party agencies, including the State of California or the County of Orange, attempt to interpret this Agreement, if including these provisions, contrary to the language herein.

**3. Record Drawings/Plans for MPR/CC.** District will provide to City a set of record drawings of the MPR/CC and copies of all contractor-supplied use manuals and warranty information, as applicable.

**4. Term/Suspension and Termination.**

- A. This Agreement shall begin on the date first stated above and terminate on \_\_\_\_\_, 20\_\_.
- B. Either Party may terminate this Agreement for its own convenience until construction has started. In the event of such a termination for convenience by City or of a termination for convenience in accordance with 24 CFR 85.44, District may invoice City and City shall pay its portion for all work and/or services performed until the City's notice of termination for convenience. Neither Party may terminate for convenience once physical construction of the MPR/CC begins.
- C. If the City breaches this Agreement in any material way, the District may elect to provide written notice to the City of the breach(es). If the City does not cure the breach(es) within ten (10) days of receipt of the notice by paying all overdue funds, the District may terminate this Agreement by providing written notice of termination to the City. City shall be liable to District for all costs, fees, expenses, and other damages the District incurs because of the City's breach(es).
- D. If the District breaches this Agreement in any material way, the City may elect to provide written notice to the District of the breach(es). If the District does not cure the breach(es) within ten (10) days of receipt of the notice, the City may terminate this Agreement by providing written notice of termination to the District. District shall be liable to City for all costs, fees, expenses, and other damages the City incurs because of the District's breach(es). (See 24 CFR 85.43).
- E. The remedies in this paragraph are in addition to any additional remedies available at law or under this Agreement. A decision by a Party not to terminate this Agreement pursuant to this paragraph does not constitute a waiver of any other claims or remedies that Party may have against the other.

**5. Indemnification and Cooperation in Claim Defense.**

- A. District shall indemnify, save, protect, defend and hold harmless the City, its officers, agents and

employees from any and all claims, costs, and liability, including reasonable attorneys' fees, for any damage, injury or death, to persons or property arising from the negligent or wrongful acts or omissions of the District or its agents under this Agreement, except to the extent that such claims, costs, or liability arise directly or indirectly from the negligent or wrongful acts or omissions of City, its officers, agents and employees.

**B.** City shall indemnify, save, protect, defend and hold harmless the District, its officers, agents and employees from any and all claims, costs and liability, including reasonable attorneys' fees, for any damage, injury or death, to persons or property arising from the negligent or wrongful acts or omissions of the City or its agents under this Agreement, except to the extent that such claims, costs, or liability arise directly or indirectly from the negligent or wrongful acts or omissions of District, its officers, agents and employees.

6. **Environmental Review.** The District and City shall be responsible for ensuring compliance with the California Environmental Quality Act (CEQA) and any other applicable environmental laws with regard to the entire Project, inclusive of the MPR/CC. The City has already completed environmental review in compliance with the National Environmental Policy Act (24 CFR Part 58, etc.) for the MPR/CC. The MPR/CC was also evaluated under CEQA as a component of a larger project analyzed at a project-specific level in Environmental Impact Report (EIR) No. 2006-02, which was certified on June 7, 2010 by the Santa Ana City Council.
7. **Confidentiality:** If either Party receives from the other Party information which due to the nature of that information is reasonably understood to be confidential and/or proprietary, the Parties agree that they shall not use or disclose that information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either Party by any subsidiary and/or agent of the other Party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Parties disclosed in a publicly available source; (c) is in rightful possession of the Parties without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by one of the Parties without reference to information disclosed by the other Party.
8. **Conflict of Interest.** The Parties shall ensure compliance with all applicable conflict of interest laws including, without limitation, the Fair Political Practices Act and Government Code section 1090, et seq., and 24 CFR 576.57 and OMB Circulars 1-102 and A-110. In addition, each Party agrees that it will not hire or permit the hiring of any person to fill a position funded through this Agreement if a member of that person's immediate family is employed in an administrative capacity by that Party. For the purposes of this section, the term "immediate family" means spouse, child, aunt, uncle, niece, nephew, stepparent and stepchild. The term "administrative capacity" means having selection, hiring, supervisor or management responsibilities.
9. **Drug Free Workplace.** The Parties confirm that both comply with Government Code Sections 8350 *et seq.*, the Drug-Free Workplace Act of 1990 and shall take diligent actions to ensure that there is no unlawful manufacture, distribution, dispensing, possession or use of a controlled substance on the MPR/CC and both parties hereby certify that they comply with said Act.
10. **Anti-Discrimination:** It is the policy of the Parties that there be no discrimination against any employee engaged in the work, including work under contract, because of race, color, ancestry, national origin, or religious creed, and therefore each Party agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the District agrees to require like compliance by all its contractor(s) and subcontractor(s) on the MPR/CC.
11. **Attorneys' Fees.** If either Party files any action or brings any proceedings against the other arising out of this Agreement, the Prevailing Party (as defined below) shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "Prevailing Party" shall be the Party who

is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a Party is entitled to its costs or attorneys' fees.

12. **Force Majeure.** Neither Party shall be held responsible or liable for an inability to fulfill any obligation under this Agreement by reason of an act of God, natural disaster, rationing or restrictions on the use of utilities or public transportation whether due to energy shortages or other causes, war, civil disturbance, riot, or terrorism ("Force Majeure"). Any Party relying on a Force Majeure shall give the other Party reasonable notice thereof, and the Parties shall use their best efforts to minimize potential adverse effects from such Force Majeure, including, without limitation, subcontracting the obligations of the Party claiming such Force Majeure to a third party and extending the time periods for performance.
13. **Assignment.** Neither Party may, without the other Party's prior written consent, assign its rights or delegate its duties pursuant to this Agreement. This provision does not apply to the District's contracting with contractor(s), consultant(s), or others to perform services or provide other items related to the planning, approval, design, or construction of Project, including the MPR/CC. The District's contracting with others shall not alter the District obligations pursuant to this Agreement.
14. **Successors and Assigns.** This Agreement shall bind the successors and assigns of the Parties hereto.
15. **Further Assurances.** Each Party to this Agreement shall at its own expense perform all acts and execute all documents and instruments that may be necessary or convenient to carry out its obligations under this Agreement.
16. **Modifications.** The terms and conditions of this Agreement may be modified or changed only by written mutual consent of the Parties.
17. **Notices.** Any notices that either Party desires to or is required to give to the other Party or to any other person shall be in writing and either served personally or sent by prepaid first class mail. Such notices shall be addressed to the other Party at the address set forth below. Either Party may change its address by notifying the other Party of the change of address. Notice shall be deemed communicated within seventy-two hours from the date of mailing, if mailed as provided in this paragraph.

Santa Ana Unified School District	City of Santa Ana
1601 East Chestnut Avenue	20 Civic Center Plaza, M-25
Santa Ana, California 92701	P.O. Box 1988
Attn: Assistant Superintendent,	Santa Ana, CA 92702
Facilities & Governmental Relations	Attn: Deputy City Manager
18. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.
19. **Interpretation.** The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either Party.
20. **Severability.** Should all or any portion of any provision of this Agreement be held unenforceable or invalid for any reason, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then the remaining portions or provisions shall be unaffected.
21. **Governing Law.** This Agreement shall be governed by the laws of the State of California and venue shall be in the appropriate Superior Court in Orange County, California.
22. **Incorporation of Recitals and Exhibits.** The Recitals and all Exhibits attached hereto, are hereby incorporated herein and made a part of this Agreement by this reference.

23. **Captions.** The headings used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
24. **Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral.
25. **Time of the Essence.** Time is of the essence in the performance of each Party's respective obligations under this Agreement.
26. **Effective Date.** This Agreement must be executed by both Parties and approved or ratified by the City's City Council and the District's Board of Trustees. This Agreement shall be effective upon the latter date of approval of either the City Council or the Board of Trustees.
27. **Terms Required Based on HUD Funding.** The following terms are made a part of this Agreement, as required by the Parties participation in and use of funds from the HUD CBDG Program.
- A. **Use of Debarred, Suspended, or Ineligible Participants.** The Parties shall comply with the provisions of 24 CFR 24 relating to the employment, engagement of services, awarding of contracts, or funding of any contractor or subcontractor during any period of debarment, suspension, or placement in ineligibility status.
  - B. **No Pending Investigation.** Each Party asserts that, to the best of its knowledge, it is not the subject of any current or threatened criminal or civil action investigation by any other public agency, including without limitation a police agency or prosecuting authority, that would relate to affect performance of the Agreement or provision of services hereunder.
  - C. **Audit.** To the extent the District uses California state bonds funds for the MPR/CC, the District is subject to audit by the California Office of Public School Construction. In addition, to the extent the District uses any of its Measure G Bond funds for the MPR/CC, the District is required to conduct an annual, independent financial audit and annual, independent performance audit on the use of those funds.
  - D. **Record Keeping/Reporting.** Both Parties shall keep and maintain complete and adequate records and reports to assist one another in meeting and maintaining its record keeping responsibilities under applicable law which includes, Title 24, Part 570 of Code of Federal Regulations 24 CFR 570.000, *et seq.* The Parties agree to share with each other the guidelines and parameters of required record keeping. The Parties agree to keep all MPR/CC records for at least five (5) years from the date of completion of the MPR/CC.
  - E. **Economic Opportunities for Low Income People.** To the extent allowable under applicable state law, the Parties shall implement the goals of Section 3 of the Housing and Urban Development Act of 1968 that requires employment and other economic opportunities arising in connection with housing rehabilitation, housing construction and other public construction projects which shall, to the extent feasible and consistent with existing federal, state and local laws and regulations, be given to low and very low-income persons. To the extent applicable, the Parties shall comply and/or cause compliance with Section 3 Clause requirements for the MPR/CC. (See Exhibit C, required contract language, attached hereto and incorporated herein).
  - F. **Prevailing Wage.** In its contract(s) for construction of the MPR/CC, the District shall include a provision that states in pertinent part: If there is a difference between the general prevailing wage rates determined by the Director of the Department of Industrial Relations ("California Prevailing Wages") and the applicable minimum wage rates determined by the Secretary of Labor ("Federal Wages") for similar classifications of work, the Contractor and its Subcontractors of every tier shall pay their workers not less than the higher wage rate. (See Exhibit D attached hereto and incorporated herein).
  - G. **Lobbying.** The Parties shall ensure that they comply with federal law (31 U.S.C. 1352) and regulations found at 24 CFR Part 87, which provide that no appropriated funds may be expended by the recipient of a federal contract, grant, loan or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, or an officer or employee of a Member of Congress

in connection with awarding of any federal contract, the making of any federal grant or loan, entering into any cooperative agreement and the extension, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

**H. Compliance with Law/Program Income.** District acknowledges that the funds being provided by City for the MPR/CC are received by City pursuant to the CDBG Program, as amended, and that expenditures of CDBG funds must be in accordance with the CDBG Program and its requirements (24 CFR 570.503 and 24 CFR 570.504). Upon the expiration of this Agreement, any unexpended CDBG funds received by District shall be returned to City unless otherwise provided for in this Agreement or directed by the City. District agrees to comply fully with all federal, state and local laws and court orders applicable to its operation. Program income means gross income received by the District or a subrecipient directly generated from the use of CDBG funds. It is the gross income from the use or rental of real property, owned by the District or by a subrecipient, that was constructed or improved with CDBG funds, less costs incidental to generation of the income.

**I. Administrative Requirements/Cost Principles/Audit Standards.** The following requirements and standards of 24 CFR § 570.502 must be complied with by the District: 24 CFR Part 85, §§ 85.3, 85.6, 85.12, 85.20, 85.21, 85.22, 85.26, 85.32, 85.33, 85.34, 85.35, 85.36, 85.37, 85.40, 85.41, 85.42, 85.43, 85.44, 85.51, and 85.52; OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments; and OMB Circular A-133, Audits of State and Local Governments. This includes separate accounting of costs for the MPR/CC.

**J. Subpart K of 24 CFR Part 570.** District will carry out its activities in compliance with the requirements of Subpart K of 24 CFR Part 570; however, District does not assume the City's environmental responsibilities or the responsibility for initiating the environmental review process under 24 CFR Part 52 or City's responsibilities under 24 CFR § 570.604.

**K. Reversion of Assets.**

1. Per 24 CFR § 570.503(b)(7), any real property under the District's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000.00 must either be:
  - a. Used, where City has given written approval, to meet one of the national objectives stated in 24 CFR § 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by City; or
  - b. If not used in accordance with subparagraph (a) above, District shall pay to City an amount equal to the current market value of the acquired property or improvement, as the case may be, less any portion of the value attributable to the expenditure of non-CDBG funds for acquisition of, or improvement to, the property.
3. The parties agree that the funding provided to District hereunder shall not be used for furniture, fixtures or equipment, however, subject to the obligations set forth herein, title to equipment acquired under the terms of this Agreement, if any, will vest upon acquisition in District. When said equipment which has been acquired in accordance with this Agreement and all applicable regulations are no longer needed for said program, disposition of said equipment will be made as follows:
  - a. Items of equipment with a current per unit fair market value of less than \$5,000.00 may be retained, sold or otherwise disposed of with no further obligation to City.
  - b. Items of equipment with a current per unit fair market per unit value of \$5,000.00 or more may be retained or sold and City shall have the right to an amount calculated by multiplying the current market value or proceeds from the sale by City's share of CDBG funds expended to acquire the equipment, in accordance with 24 CFR § 85.32(e)(2).

4. If any real property acquired or improved by CDBG funds is not used in accordance with one of the national objectives in 24 CFR § 570.208 after five years of expiration of this Agreement, the District shall pay to City an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds.
5. District's obligations and responsibilities set forth in this paragraph 28 and other requirements pertaining to CDBG funding shall not be affected by the termination of this Agreement and shall survive the date of termination of this Agreement for such period of time as City and/or HUD deems necessary for the responsibilities, duties and obligations to be performed and completed to the satisfaction of City and HUD.
6. The District shall retain all records pertaining to this Agreement for at least four years after final payment by the City and closure of all other pending matters as required by 24 CFR §§ 85.36(i)(11) and 85.42.

**L. Insurance/Bonding.**

1. With respect to performance of work under this Agreement, District shall require that Contractor shall maintain and shall require its subcontractors, if any, to maintain insurance as described below:

Type of Coverage	Amount of Coverage: Each Occurrence	Amount of Coverage: Aggregate
A. Commercial General Liability Combined, Single Limit	\$2,000,000	\$5,000,000
B. Automobile Liability (Any Auto) Combined, Single Limit	\$2,000,000	\$5,000,000
C. Excess Liability	Sufficient to cover the above limits if the above policies do not cover the required limits.	
D. Employers' Liability	\$2,000,000	
E. Builder's Risk (Course of Construction)	N/A	
F. Workers' Compensation Insurance	Statutory Limits	

The Commercial general liability insurance certificate, shall name the District and City as additionally insured. (Sample Additional Insured Endorsement attached hereto and incorporated herein as Exhibit E).

Contractor shall (a) furnish properly executed certificates of insurance to District and the City prior to commencement of work under this Agreement, which certificates shall clearly evidence all coverage required above and provide that such insurance shall not be materially changed or terminated except on thirty (30) days' prior written notice to District; and (b) maintain such insurance from the time work first commences until completion of the work under this Agreement; and (c) replace such certificates for policies expiring prior to completion of work under this Agreement.

2. District shall require Contractor to post performance and payment bonds to cover the entire construction period.



**M. Access to Records.** At their sole cost, the City and the United States Government and/or their representatives shall have reasonable access to the District's books, documents and papers concerning the construction of the MPR/CC to audit expenditures on the MPR/CC for compliance with CDBG requirements. The District shall require the Contractor to provide the same access to the Contractor's records for constructing the MPR/CC. City and the United States Government and/or their representatives shall also schedule on-site monitoring at their discretion. Monitoring activities may also include, but are not limited to, questioning employees and participants in said program and entering any premises or any site in which any of the services or activities funded hereunder is conducted or in which any of the records of District are kept. Nothing herein shall be construed to require access to any privileged or confidential information as set forth in federal or state law.

**28. Character of City's Funding For MPR/CC Design Services.**

- A.** The City represents and warrants that CDBG funds applied to the MPR/CC are appropriate under federal law. The City shall promptly review, upon the District providing such, the MPR/CC's designs, procurement for construction, progress of construction, and District administrative processes and provide the District with direction on any administrative procedures, documentation, and/or processes required to ensure that the MPR/CC complies with all CDBG requirements. To the extent that CDBG funds are nonetheless deemed to be misapplied to the MPR/CC including the failure to use the buildings in accordance with one of the national objectives in 24 CFR § 570.208, by HUD, any State or Federal agency, or any court of competent jurisdiction and CDBG funds for the MPR/CC are disgorged from the District, the City shall make the District whole by reimbursing the District within a reasonable time for any of its damages, fines, penalties, or losses of any kind.
- B.** This paragraph 28 shall survive the termination of this Agreement. District represents and warrants that it shall not knowingly misapply funding provided hereunder or knowingly use such funds for any unauthorized uses.

ACCEPTED AND AGREED on the date indicated below:

**City of Santa Ana**

Dated: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

Print Name: Maria D. Huizar

Print Title: Clerk of the City Council

Dated: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

Print Name: Paul Walters

Print Title: City Manager

**Approved as to Form**

Dated: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

Print Name: Sonia R. Carvalho, City Attorney

Print Title: By Lisa E. Storck, Assistant City Attorney

**Santa Ana Unified School District**

Dated: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

Print Name: Joe Dixon

Print Title: Assistant Superintendent, Facilities & Governmental Relations

Dated: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

Print Name: Michael P. Bishop, Sr.

Print Title: Deputy Superintendent, Operations

**Approved as to Form**

Dated: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

Print Name: Philip J. Henderson

Print Title: Attorney, Orbach Huff & Suarez

**Exhibit A**

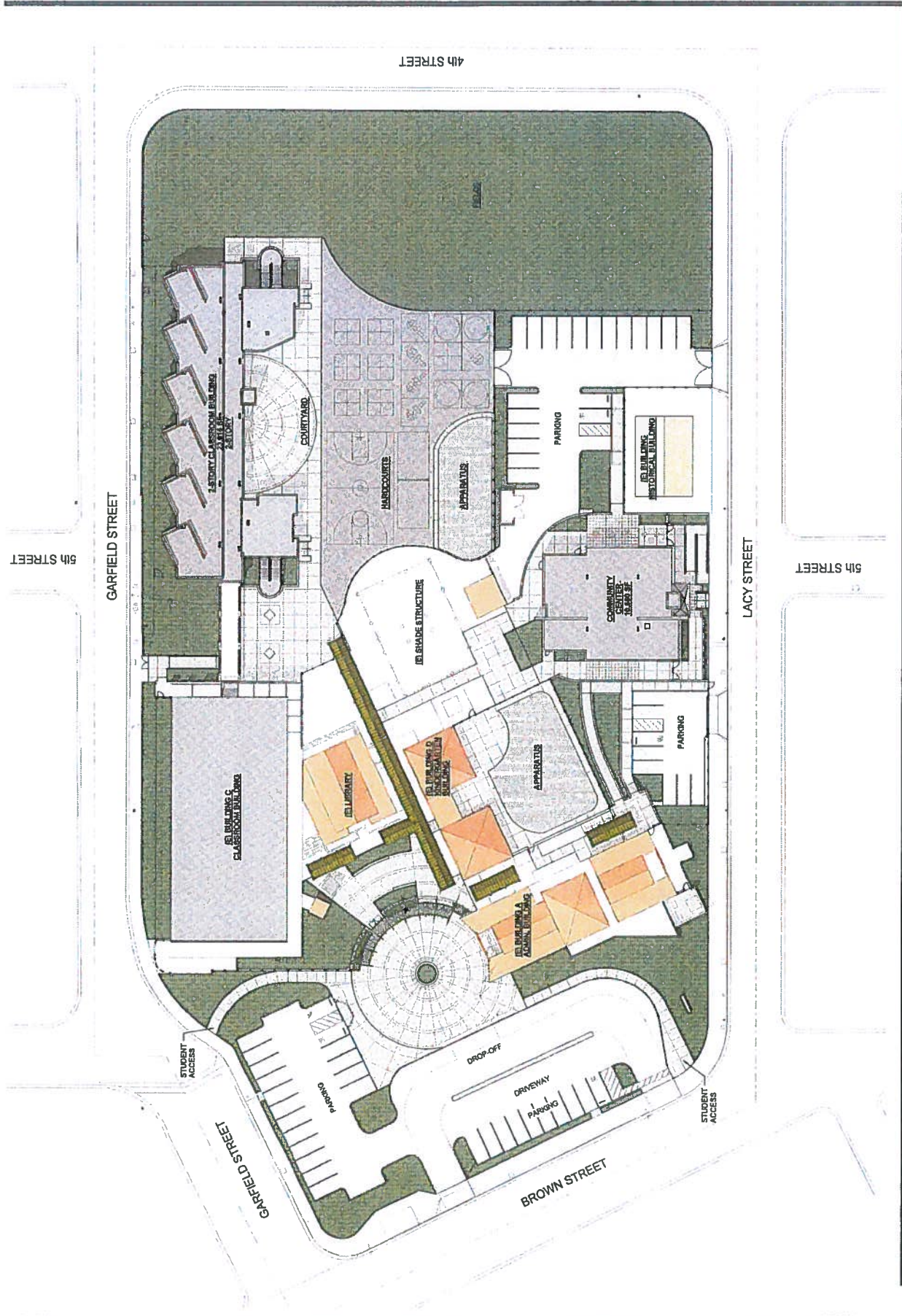
**Conceptual Site Plan, Scope of Work, and Description of the MPR/CC**

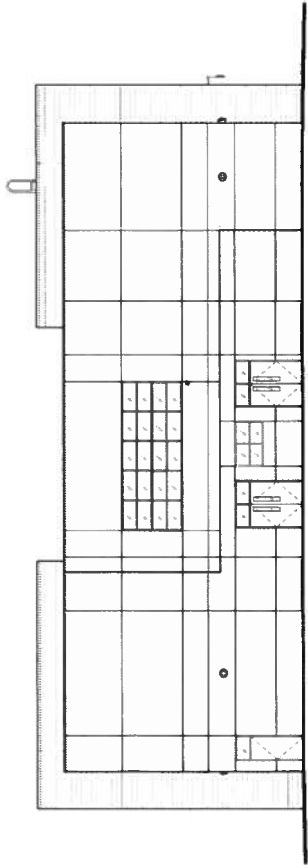
GARFIELD ELEMENTARY SCHOOL  
SANTA ANA UNIFIED SCHOOL DISTRICT



Scale: 3/64" = 1'-0"  
June 15, 2012

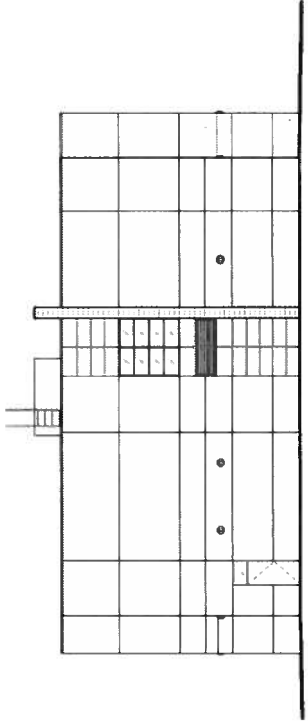
SITE PLAN





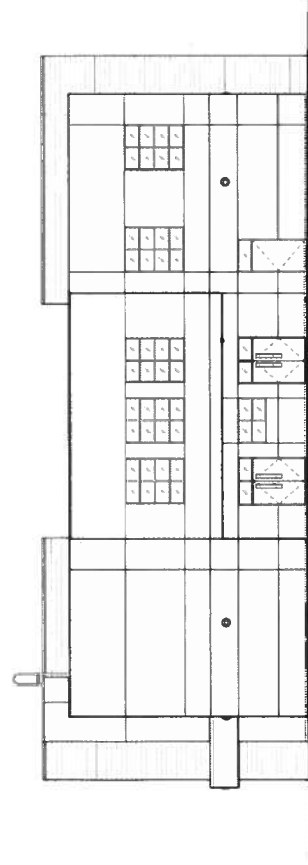
EXTERIOR ELEVATION - NORTH  
1/8" = 1'-0"

1



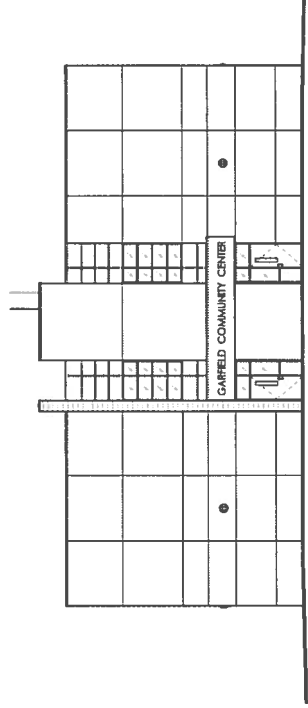
EXTERIOR ELEVATION - EAST  
1/8" = 1'-0"

2



EXTERIOR ELEVATION - SOUTH  
1/8" = 1'-0"

3



EXTERIOR ELEVATION - WEST  
1/8" = 1'-0"

4



DETAILED PRICING – EXHIBIT B

Description	Total	Classroom Building & Site	Community Center & Site	Total Combined
<b>Division 1 -General Requirements</b>				
Project Manager		\$ 60,480	\$ 60,480	\$ 120,960
Project Superintendent		\$ 65,520	\$ 65,520	\$ 131,040
Clerical		\$ 15,960	\$ 15,960	\$ 31,920
Safety Officer/Coordinator		\$ 13,798	\$ 5,939	\$ 19,737
Vehicles		\$ 7,650	\$ 7,650	\$ 15,300
Trailer		\$ 4,950	\$ 4,950	\$ 9,900
Communications		\$ 3,575	\$ 3,575	\$ 7,150
Office equipment/Supplies		\$ 3,505	\$ 3,505	\$ 7,010
Small Tools & Equipment		\$ 3,360	\$ 3,360	\$ 6,720
Temporary Utilities		INC	INC	INC
Site Cleaning		\$ 500	\$ 500	\$ 1,000
Toilets		\$ 3,300	\$ 3,300	\$ 6,600
Mobilization/Layout (no more than 1%)		INC	INC	INC
Job Signage		\$ 625	\$ 625	\$ 1,250
Fencing/Barricades		\$ 4,250	\$ 4,250	\$ 8,500
SWPPP Compliance		\$ 5,400	\$ 5,400	\$ 10,800
Waste Disposal		\$ 10,000	\$ 10,000	\$ 20,000
Plans & Specifications reproduction		\$ 1,250	\$ 1,250	\$ 2,500
Data Processing		\$ 28,362	\$ 12,207	\$ 40,569
Submittals, Shop Drawings (no more than 3%)		INC	INC	INC
Close-out Documentation (not less than 4%)		INC	INC	INC
Testing		By Owner	By Owner	By Owner
Final Clean		\$ 25,200	\$ 12,240	\$ 37,440
Site Cleanup		\$ 688	\$ 688	\$ 1,376
Miscellaneous		\$ 1,100	\$ 1,100	\$ 2,200
Subtotal:		\$ 259,473	\$ 222,499	\$ 481,972
<b>Division 2 -Existing Conditions</b>				
Survey		\$ 9,600	\$ 6,400	\$ 16,000
Other		NA	NA	NA
<b>Division 3 -Concrete</b>				
Building Concrete Reinforcing		\$ 220,680	\$ 98,000	\$ 318,680
Site Concrete Reinforcing		INC	INC	INC
Cast In Place Concrete (Building & Site)		\$ 845,000	\$ 335,000	\$ 1,180,000
Concrete Topping		INC	INC	INC
Other		NA	NA	NA
<b>Division 4 -Masonry</b>				
CMU		\$ 108,300	\$ 133,100	\$ 241,400
CMU Veneer		INC	INC	INC
CMU Reinforcing		INC	INC	INC
Precast Wall Cap		INC	NA	INC
<b>Division 5 -Metals</b>				
Structural Steel		\$ 1,326,166	\$ 495,397	\$ 1,821,563
Metal Deck		\$ 102,500	\$ 46,948	\$ 149,448
Structural Metal Studs (with Framing in Div 9)		INC	INC	INC
Metal Fabrications		INC	INC	INC
Fences & Gates		INC	INC	INC
<b>Division 6 -Wood and Plastics</b>				
Misc. Rough Carpentry		\$ 18,950	\$ 7,900	\$ 26,850
Casework		\$ 64,500	\$ 16,780	\$ 81,280
<b>Division 7 -Thermal and Moisture Protection</b>				
Sheet Waterproofing		\$ 8,778	\$ 14,350	\$ 23,128
Thermal Acoustical Insulation		\$ 17,699	\$ 8,662	\$ 26,361
Thermoplastic Membrane Roofing		\$ 131,850	\$ 66,000	\$ 197,850
Flashing & Sheet Metal		\$ 53,747	\$ 18,102	\$ 71,849
Roof Accessories		INC	INC	INC
Cementitious Fireproofing		INC	INC	INC
Fire stopping/Expansion Joint		\$ 12,379	\$ 21,633	\$ 34,012
<b>Division 8 -Doors and Windows</b>				
Doors/Frames/Hardware		\$ 91,900	\$ 55,000	\$ 146,900
Coiling Doors		\$ 14,000	\$ 14,000	\$ 28,000
Windows/Glazing		\$ 77,961	\$ 63,751	\$ 141,712
Access Doors		\$ 1,000	\$ 800	\$ 1,800
<b>Division 9 -Finishes</b>				
Portland Cement Plaster		INC	INC	INC
Gypsum Board Assemblies		\$ 1,003,000	\$ 371,000	\$ 1,374,000
Metal Stud Framing		INC	INC	INC
Acoustical Ceiling		\$ 65,000	\$ 22,500	\$ 87,500
Ceramic Tile		\$ 51,882	\$ 31,260	\$ 83,142
Flooring		\$ 43,675	\$ 26,905	\$ 70,580

Description	Total	Classroom Building & Site	Community Center & Site	Total Combined
Painting		\$ 64,800	\$ 25,895	\$ 90,695
Slab Moisture Control / Slab Sealer		\$ 47,685	\$ 23,250	\$ 70,935
<b>Division 10 -Specialties</b>				
Toilet Partitions & Accessories		\$ 19,482	\$ 14,936	\$ 34,418
Signage		\$ 11,450	\$ 7,033	\$ 18,483
Operable Partitions		NA	\$ 9,336	\$ 9,336
Flag Pole		\$ 9,336	NA	\$ 9,336
Fire Protection Specialties		\$ 2,012	\$ 2,198	\$ 4,210
Visual Display Boards		\$ 20,455	NA	\$ 20,455
<b>Division 11 -Equipment</b>				
Exterior Court Athletic Equipment		\$ 117,081	NA	\$ 117,081
Other		NA	NA	NA
<b>Division 12 -Furnishings</b>				
Roller Shades		\$ 11,590	\$ 4,360	\$ 15,950
Other		NA	NA	NA
<b>Division 13 -Special Construction</b>				
<b>Division 14 -Conveying Systems</b>				
Elevator		\$ 82,221	\$ 82,221	\$ 164,442
<b>Division 21 -Fire Suppression</b>				
Fire Sprinklers		\$ 59,700	\$ 28,650	\$ 88,350
<b>Division 22 -Plumbing</b>				
Plumbing fixtures and equipment		\$ 260,000	\$ 194,300	\$ 454,300
<b>Division 23 -Heating, Ventilating &amp; Air Conditioning Equipment</b>				
HVAC		\$ 311,750	\$ 175,000	\$ 486,750
Equipment		INC	INC	INC
Ductwork		INC	INC	INC
Refrigerant Piping		INC	INC	INC
Controls		INC	INC	INC
Other		NA	NA	NA
<b>Division 26 -Electrical</b>				
Lighting		\$ 718,373	\$ 291,397	\$ 1,009,770
Power		INC	INC	INC
Service and Distribution		INC	INC	INC
<b>Division 27 -Communications</b>				
Data/Communications		INC	INC	INC
<b>Division 28 -Electronic Safety &amp; Security</b>				
Fire Alarm		INC	INC	INC
<b>Division 31 -Earthwork</b>				
Demolition		INC	INC	INC
Grading		\$ 194,975	\$ 49,598	\$ 244,573
<b>Division 32 -Exterior Improvements</b>				
Asphalt Paving & Pavement Markings		\$ 156,500	\$ 1,500	\$ 158,000
Concrete Sidewalks and Curbs		INC	INC	INC
Fences and Gates		\$ 227,932	\$ 27,895	\$ 255,827
Landscaping & Irrigation		\$ 289,000	\$ 36,000	\$ 325,000
SWPPP Erosion Control		\$ 47,600	\$ 19,600	\$ 67,200
<b>Division 33 -Utilities</b>				
Utilities		\$ 142,085	\$ 82,325	\$ 224,410
<b>Subtotal (Divisions 2-33):</b>				
		\$ 7,062,594	\$ 2,928,982	\$ 9,991,576
<b>Bonds</b>				
		\$ 51,359	\$ 22,105	\$ 73,464
Insurance (Casualty Insurance & Builder's Risk Insurance)		\$ 81,254	\$ 34,973	\$ 116,227
Overhead & Profit		\$ 210,801	\$ 90,730	\$ 301,531
District Contingency (List any contingencies, do so sparingly and as specifically as possible)		NA	NA	NA
<b>TOTAL BID</b>		\$ 7,665,481	\$ 3,299,289	\$ 10,964,770
<b>Allowances per District Instructions: 1) Interim Housing &amp; Refurbishing of Playfield</b>				
		\$ 250,000	NA	\$ 250,000
<b>Allowances per District Instructions: 2) Unforeseen and Undirected scope of work</b>				
		\$ 150,000	\$ 150,000	\$ 300,000
Contractor's Guaranteed Project Costs			\$ 3,449,289	
Additional Soft Costs			\$ 350,000	
<b>Total Cost:</b>		<b>8,065,481</b>	<b>3,799,289</b>	<b>11,514,770</b>

**EXHIBIT C**  
**SECTION 3 CLAUSE**

*This clause is to included in all Section 3 covered bid specifications, contracts and signed by contractor and his/her subsequent subcontractors.*

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12, U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of notices in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of persons(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.



- G. With respect to work performed in connection with Section 3 covered Indian Housing assistance, section 7(b) of the Indian self-determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible, (I) preferences and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

The contractor/subcontractor provider by this signature affixed hereto declares under penalty of perjury: contractor/subcontractor has read the requirements of this section and accepts all its requirements contained therein for all of his/her operations related to this contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

**Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

**(ii) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

**(1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and

**(2)** The classification is utilized in the area by the construction industry; and

**(3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where

appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

**(c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**(iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part

of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

**(1)** That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

**(2)** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll

period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

**(3)** That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

**(c)** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

**(d)** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

**(iii)** The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and Trainees.**

**(i) Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the

journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(ii) Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subpara-

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graph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

**(3)** The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

EXHIBIT D

General Decision Number: CA120035 08/03/2012 CA35

Superseded General Decision Number: CA20100035

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Orange County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/06/2012
1	03/02/2012
2	03/30/2012
3	04/20/2012
4	04/27/2012
5	05/04/2012
6	05/18/2012
7	06/08/2012
8	07/13/2012
9	08/03/2012

ASBE0005-002 06/28/2010

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 32.79	16.31
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 24.21	13.76

ASBE0005-004 06/28/2010

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 18.70	8.65

\* BRCA0004-010 05/01/2012

Rates Fringes

BRICKLAYER; MARBLE SETTER.....\$ 35.26 12.26

\*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars (\$3.00) above the standard San Bernardino/Riverside County hourly wage rate

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BRCA0018-004 06/01/2012

	Rates	Fringes
MARBLE FINISHER.....	\$ 27.04	10.66
TILE FINISHER.....	\$ 22.37	9.19
TILE LAYER.....	\$ 33.55	13.55

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BRCA0018-010 09/01/2009

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 26.59	9.62
TERRAZZO WORKER/SETTER.....	\$ 33.63	10.46

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CARP0409-001 07/01/2010

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer, and solar panels.	\$ 37.35	11.08
(2) Millwright.....	\$ 37.85	11.08
(3) Piledriver/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 37.48	10.58
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 37.48	11.08
(4) Pneumatic Nailer, Power Stapler.....	\$ 37.60	11.08
(5) Sawfiler.....	\$ 37.44	11.08
(6) Scaffold Builder.....	\$ 28.55	11.08
(7) Table Power Saw Operator.....	\$ 37.45	11.08

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional. Certified Welder - \$1.00 per hour premium.

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CARP0409-005 07/01/2010

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 37.35	11.08
STOCKER/SCRAPPER.....	\$ 10.00	6.67

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 CARP0409-008 08/01/2010

	Rates	Fringes
Modular Furniture Installer.....	\$ 17.00	7.41

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 \* ELEC0011-002 05/28/2012

COMMUNICATIONS AND SYSTEMS WORK

	Rates	Fringes
Communications System		
Installer.....	\$ 27.25	3%+10.53
Technician.....	\$ 29.05	11.80

SCOPE OF WORK:

Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarm (see last paragraph below) and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Does not cover work performed at China Lake Naval Ordnance Test Station. Fire alarm work shall be performed at the current inside wireman total cost package.

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 ELEC0441-001 11/28/2011

	Rates	Fringes
CABLE SPLICER.....	\$ 41.99	13.80
ELECTRICIAN.....	\$ 40.14	13.75

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 \* ELEC0441-003 08/01/2011

COMMUNICATIONS & SYSTEMS WORK (excludes any work on Intelligent Transportation Systems or CCTV highway systems)

	Rates	Fringes
Communications System		
Installer.....	\$ 28.32	10.25
Technician.....	\$ 30.12	10.30

SCOPE OF WORK The work covered shall include the



installation, testing, service and maintenance, of the following systems that utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for TV monitoring and surveillance, background foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

A. Communication systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems SCADA (Supervisory control/data acquisition PCM (Pulse code modulation) Inventory control systems Digital data systems Broadband & baseband and carriers Point of sale systems VSAT data systems Data communication systems RF and remote control systems Fiber optic data systems

B. Sound and Voice Transmission/Transference Systems Background-Foreground Music Intercom and Telephone Interconnect Systems Sound and Musical Entertainment Systems Nurse Call Systems Radio Page Systems School Intercom and Sound Systems Burglar Alarm Systems Low-Voltage Master Clock Systems Multi-Media/Multiplex Systems Telephone Systems RF Systems and Antennas and Wave Guide

C. \*Fire Alarm Systems-installation, wire pulling and testing.

D. Television and Video Systems Television Monitoring and Surveillance Systems Video Security Systems Video Entertainment Systems Video Educational Systems CATV and CCTV

E. Security Systems, Perimeter Security Systems, Vibration Sensor Systems Sonar/Infrared Monitoring Equipment, Access Control Systems, Card Access Systems

\*Fire Alarm Systems

1. Fire Alarms-In Raceways: Wire and cable pulling in raceways performed at the current electrician wage rate and fringe benefits. Installation and termination of devices, panels, startup, testing and programming performed by the Technician.
2. Fire Alarms-Open Wire Systems: installed by the Technician.

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 ELECO441-004 11/28/2011

	Rates	Fringes
ELECTRICIAN (TRANSPORTATION SYSTEMS, TRAFFIC SIGNALS & STREET LIGHTING)		
Cable Splicer/Fiber Optic		
Splicer.....	\$ 40.74	13.77
Electrician.....	\$ 40.14	13.75
Technician.....	\$ 30.11	13.75

SCOPE OF WORK: Electrical work on public streets, freeways, toll-ways, etc, above or below ground. All work necessary for the installation, renovation, repair or removal of

Intelligent Transportation Systems, Video Surveillance Systems (CCTV), Street Lighting and and Traffic Signal work or systems whether underground or on bridges. Includes dusk to dawn lighting installations and ramps for access to or egress from freeways, toll-ways, etc.

Intelligent Transportation Systems shall include all systems and components to control, monitor, and communicate with pedestrian or vehicular traffic, included but not limited to: installation, modification, removal of all Fiber optic Video System, Fiber Optic Data Systems, Direct interconnect and Communications Systems, Microwave Data and Video Systems, Infrared and Sonic Detection Systems, Solar Power Systems, Highway Advisory Radio Systems, highway Weight and Motion Systems, etc.

Any and all work required to install and maintain any specialized or newly developed systems. All cutting, fitting and bandaging of ducts, raceways, and conduits. The cleaning, rodding and installation of "fish and pull wires". The excavation, setting, leveling and grouting of precast manholes, vaults, and pull boxes including ground rods or grounding systems, rock necessary for leveling and drainagae as well as pouring of a concrete envelope if needed.

JOURNEYMAN TRANSPORTATION ELECTRICIAN shall perform all tasks necessary to install the complete transportation system. JOURNEYMAN TECHNICIAN duties shall consist of: Distribution of material at job site, manual excavation and backfill, installation of system conduits and raceways for electrical, telephone, cable television and communication systems. Pulling, terminating and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, dector loop, fiber optic cable and video/data.

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 \* ELEC1245-001 06/01/2012

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 48.95	14.05
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 39.09	12.97
(3) Groundman.....	\$ 29.91	12.70
(4) Powderman.....	\$ 43.71	13.15

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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 ELEV0018-001 01/01/2012

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 47.73	23.535

FOOTNOTE:  
 PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5

years of service, and 6% for 6 months to 5 years of service.  
PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day,  
Labor Day, Veterans Day, Thanksgiving Day, Friday after  
Thanksgiving, and Christmas Day.

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ENGI0012-003 07/01/2012

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 37.40	20.00
GROUP 2.....	\$ 38.18	20.00
GROUP 3.....	\$ 38.47	20.00
GROUP 4.....	\$ 39.96	20.00
GROUP 5.....	\$ 41.06	20.00
GROUP 6.....	\$ 40.18	20.00
GROUP 8.....	\$ 41.39	20.00
GROUP 9.....	\$ 40.41	20.00
GROUP 10.....	\$ 40.41	20.00
GROUP 11.....	\$ 40.58	20.00
GROUP 12.....	\$ 40.58	20.00
GROUP 13.....	\$ 40.68	20.00
GROUP 14.....	\$ 40.71	20.00
GROUP 15.....	\$ 40.79	20.00
GROUP 16.....	\$ 40.91	20.00
GROUP 17.....	\$ 41.08	20.00
GROUP 18.....	\$ 41.18	20.00
GROUP 19.....	\$ 41.29	20.00
GROUP 20.....	\$ 41.41	20.00
GROUP 21.....	\$ 41.58	20.00
GROUP 22.....	\$ 41.68	20.00
GROUP 23.....	\$ 41.79	20.00
GROUP 24.....	\$ 41.91	20.00
GROUP 25.....	\$ 42.08	20.00
OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 38.75	20.00
GROUP 2.....	\$ 39.53	20.00
GROUP 3.....	\$ 39.82	20.00
GROUP 4.....	\$ 39.96	20.00
GROUP 5.....	\$ 40.18	20.00
GROUP 6.....	\$ 40.29	20.00
GROUP 7.....	\$ 40.41	20.00
GROUP 8.....	\$ 40.58	20.00
GROUP 9.....	\$ 40.75	20.00
GROUP 10.....	\$ 41.75	20.00
GROUP 11.....	\$ 42.75	20.00
GROUP 12.....	\$ 43.75	20.00
GROUP 13.....	\$ 44.75	20.00
OPERATOR: Power Equipment (Tunnel Work)		
GROUP 1.....	\$ 39.25	20.00
GROUP 2.....	\$ 40.03	20.00
GROUP 3.....	\$ 40.32	20.00
GROUP 4.....	\$ 40.46	20.00
GROUP 5.....	\$ 40.68	20.00
GROUP 6.....	\$ 40.79	20.00
GROUP 7.....	\$ 40.91	20.00

PREMIUM PAY:  
\$3.75 per hour shall be paid on all Power Equipment Operator  
work on the following Military Bases: China Lake Naval  
Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base,

Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics  
Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp  
Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or

similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types

(Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less than 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote-control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

#### CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

#### TUNNEL CLASSIFICATIONS



GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

#### ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM.

Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is

the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

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 \* ENGI0012-004 08/01/2012

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 45.40	20.00
(2) Dredge dozer.....	\$ 40.93	20.00
(3) Deckmate.....	\$ 40.82	20.00
(4) Winch operator (stern winch on dredge).....	\$ 40.27	20.00
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 39.73	20.00
(6) Barge Mate.....	\$ 40.34	20.00

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 \* IRON0002-004 07/01/2012

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 26.58	16.345
Ornamental, Reinforcing and Structural.....	\$ 33.00	24.985

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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 \* LABO0300-001 07/01/2012

	Rates	Fringes
Brick Tender.....	\$ 27.17	17.36

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 LABO0300-003 07/01/2011

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 30.04	14.20
GROUP 2.....	\$ 29.09	14.20
GROUP 3.....	\$ 25.55	14.20
LABORER (TUNNEL)		
GROUP 1.....	\$ 32.20	15.98
GROUP 2.....	\$ 32.52	15.98
GROUP 3.....	\$ 32.98	15.98
GROUP 4.....	\$ 33.67	15.98
LABORER		
GROUP 1.....	\$ 26.33	16.00
GROUP 2.....	\$ 26.88	16.00
GROUP 3.....	\$ 27.43	16.00
GROUP 4.....	\$ 28.98	16.00
GROUP 5.....	\$ 29.33	16.00

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power

broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

#### TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Bull gang mucker, track person; Changehouse person; Concrete crew, including rodder and spreader; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person

GROUP 2: Chucktender, cabetender; Loading and unloading agitator cars; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.); Vibrator person, jack hammer, pneumatic tools (except driller)

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

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LABO0300-005 08/05/2009

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 26.65	15.95
PLASTER TENDER.....	\$ 29.20	15.95

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LABO0882-002 01/01/2010

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 26.15	11.65

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

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LABO1184-001 07/01/2011

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 28.01	11.48
(2) Vehicle Operator/Hauler.	\$ 28.18	11.48
(3) Horizontal Directional Drill Operator.....	\$ 30.03	11.48
(4) Electronic Tracking Locator.....	\$ 32.03	11.48
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 28.50	14.56
GROUP 2.....	\$ 29.80	14.56

GROUP 3.....	\$ 31.81	14.56
GROUP 4.....	\$ 33.55	14.56

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

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PAIN0036-001 01/01/2012

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 26.05	10.35
(2) All Other Work.....	\$ 29.32	10.35

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

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PAIN0036-008 10/05/2011

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 33.22	13.81

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PAIN0036-015 06/01/2012

	Rates	Fringes
GLAZIER.....	\$ 38.95	19.83

FOOTNOTE: Additional \$1.25 per hour for work in a condor,  
 from the third (3rd) floor and up Additional \$1.25 per  
 hour for work on the outside of the building from a swing  
 stage or any suspended contrivance, from the ground up

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 PAIN1247-002 05/01/2012

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 30.85	10.54

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 PLAS0200-009 08/01/2011

	Rates	Fringes
PLASTERER.....	\$ 35.29	12.05

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 PLAS0500-002 10/01/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 35.38	14.72

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 \* PLUM0016-001 07/01/2012

	Rates	Fringes
PLUMBER/PIPEFITTER Plumber and Pipefitter All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 41.60	19.68
Work ONLY on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space.....	\$ 40.33	18.70
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 32.49	17.03

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 \* PLUM0345-001 07/01/2012

	Rates	Fringes
PLUMBER Landscape/Irrigation Fitter..	\$ 27.35	17.09
Sewer & Storm Drain Work....	\$ 31.00	16.01

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 ROOF0036-002 08/01/2011

	Rates	Fringes
ROOFER.....	\$ 34.65	10.71



FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour "pitch premium" pay.

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 SFCA0669-008 04/01/2012

DOES NOT INCLUDE SAN CLEMENTE ISLAND, THE CITY OF SANTA ANA, AND THAT PART OF ORANGE COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER.....	\$ 33.43	19.23

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 SFCA0709-003 01/01/2012

SAN CLEMENTE ISLAND, THE CITY OF SANTA ANA, AND THAT PART OF ORANGE COUNTY WITHIN 25 MILES BEYOND THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER (Fire).....	\$ 40.56	23.62

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 \* SHEE0105-003 07/01/2012

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines)and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work.....	\$ 41.45	20.41
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtrual sheet metal work, excluding A-C, heating, ventilating systems for human comfort...	\$ 35.75	26.41

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 TEAM0011-002 07/01/2011

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 26.79	20.84
GROUP 2.....	\$ 26.94	20.84
GROUP 3.....	\$ 27.07	20.84
GROUP 4.....	\$ 27.26	20.84
GROUP 5.....	\$ 27.29	20.84
GROUP 6.....	\$ 27.32	20.84
GROUP 7.....	\$ 27.57	20.84
GROUP 8.....	\$ 27.82	20.84
GROUP 9.....	\$ 28.02	20.84

GROUP 10.....	\$ 28.32	20.84
GROUP 11.....	\$ 28.82	20.84
GROUP 12.....	\$ 29.25	20.84

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

#### Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter

\* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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• END OF GENERAL DECISION •

ADDITIONAL INSURED ENDORSEMENT  
FOR COMMERCIAL GENERAL LIABILITY POLICY

Insurance Company \_\_\_\_\_

This endorsement modifies such insurance as is afforded by the provisions of Policy # \_\_\_\_\_ relating to the following:

1. The City of Santa Ana, 20 Civic Center Plaza, Santa Ana, California 92701; its officers, employees, agents, volunteers and representatives are named as additional insureds ("additional insureds") with regard to liability and defense of suits arising from the operations and uses performed by or on behalf of the named insured.

2. With respect to claims arising out of the operations and uses performed by or on behalf of the named insured, such insurance as is afforded by this policy is primary and is not additional to or contributing with any other insurance carried by or for the benefit of the additional insureds.

3. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4. With respect to the additional insureds, this insurance shall not be cancelled, or materially reduced in coverage or limits except after thirty (30) days written notice has been given to the City of Santa Ana, 20 Civic Center Plaza, Santa Ana, California 92701.

(Completion of the following, including countersignature, is required to make this endorsement effective.)

Effective \_\_\_\_\_, this endorsement form as a part of

Policy # \_\_\_\_\_

Issued to \_\_\_\_\_

Named Insured

Countersigned by \_\_\_\_\_

Authorized Representative

**AGENDA ITEM BACKUP SHEET**  
**September 11, 2012**

**Board Meeting**

**TITLE:** Authorization to Award Contract for Lease-Leaseback Construction Project for Garfield Elementary School

**ITEM:** Action

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

**PREPARED BY:** Tova K. Corman, Senior Facilities Planner

**BACKGROUND:**

The purpose of this agenda item is to seek Board authorization to award a contract for a Lease-Leaseback Construction Project at Garfield Elementary School. A Lease-Leaseback is a project delivery method where the school district leases real property it owns to a contractor through a site lease for a minimum rent of one dollar per year during the course of construction. All Public Contract Code provisions apply to this alternative project delivery method through the completion of the project at which time the lease-leaseback agreement will terminate.

**RATIONALE:**

At its November 8, 2011 meeting, the Board authorized staff to obtain Request for Qualifications and Proposal for Lease-Leaseback Construction Project for Garfield Elementary School. This includes a two story portable-to-permanent classroom building, multi-purpose room/community center, and site enhancements. It will be jointly funded by City of Santa Ana and SAUSD. The project will be funded through the Community Development Block Grant, State School Facility Program Overcrowding Relief Grant, and a facilities improvement agreement with the City of Santa Ana.

**FUNDING:**

Community Development Block Grant:	\$ 2,612,500
Overcrowding Relief Grant:	\$ 4,925,039
Facilities Improvement Agreement:	<u>\$ 3,977,231</u>
Total:	<u>\$11,514,770</u>

**RECOMMENDATION:**

Authorize staff to award a contract to Balfour Beatty Construction for the Lease-Leaseback Construction Project for Garfield Elementary School in the amount of \$11,514,770.

  
JD:rb

**AGENDA ITEM BACKUP SHEET**  
**September 11, 2012**

**Board Meeting**

**TITLE:**                    **Authorization to Award Contract for Bid Package No. 1 General Construction at Diamond Elementary School Under Modernization 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. 1 General Construction at Diamond Elementary School under the Modernization Program.

**RATIONALE:**

At its June 26, 2012 meeting, the Board authorized staff to obtain bids for Bid Package No.1 General Construction at Diamond Elementary School. Legal advertisements of notice calling for bids were placed with the *Orange County Register* on July 25 and August 1, 2012. Staff contacted 57 contractors, of which 35 picked up plans. On August 21, 2012, bid day, the District received 13 bids. The architect and staff are in agreement that Dalke & Sons Construction Inc., represents the lowest responsive bidder. This bid amount is within budget. The following is a list of all bids received:

<b>Contractors:</b>	<b>Bid Amounts:</b>
<b>Dalke &amp; Sons Construction Inc.</b>	<b>\$2,274,480</b>
P.H. Hagopian Contractor, Inc.	\$2,294,000
JRH construction Company, Inc.	\$2,340,261
Silver Creek Industries, Inc.	\$2,356,724
Construct 1 One, Corp.	\$2,254,969
Plyco Corp.	\$2,575,000
DJM Construction Co., Inc.	\$2,586,000
Western Alta Construction	\$2,587,000
G2K Construction, Inc.	\$2,889,000
M.S. Construction Management Group	\$2,954,000
Woodcliff Corporation	\$3,052,000
A.J. Fistes Corporation	\$3,158,710
Minako America Corporation (Minco)	\$3,177,700



**FUNDING:**

State School Facility Program/Measure G: \$2,274,480

**RECOMMENDATION:**

Authorize staff to award a contract to Dalke & Sons Construction Inc., for Bid Package No. 1 General Construction at Diamond Elementary School in the amount of \$2,274,480 under the Modernization Program.

**AGENDA ITEM BACKUP SHEET**  
**September 11, 2012**

**Board Meeting**

**TITLE:**                   **Approval of Recognition by Santa Ana Unified School District of Santa Ana School Police Officers Association**

**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 voluntary recognition by Santa Ana Unified School District of the Santa Ana School Police Officers Association (SASPOA) as an exclusive representative bargaining unit in accordance with Public Employment Relations Board (PERB) Regulations 33190 and 33480.

**RATIONALE:**

Santa Ana School Police Officers Association filed a request for severance from California School Employees Association (CSEA) with PERB seeking to sever the School Police Officers from the CSEA Unit and seeking to establish a unit comprised solely of School Police Officers. The District took a neutral position on the matter and PERB granted the SASPOA severance request. On June 15, 2012, PERB's decision granting the SASPOA severance request became final.

The Board's approval will resolve and conclude any remaining issues before PERB regarding the severance of the School Police Officers and the formation of the new bargaining unit. The dismissal of the matter in PERB Case No. LA-SV-169-E will allow the voluntarily recognition of SASPOA.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Approve the Santa Ana Unified School District's recognition of the Santa Ana School Police Officers Association (SASPOA) as an exclusive representative bargaining unit.

  
CH:nr

1 Eric Bathen (SBN 056518)  
2 Marcia P. Brady (SBN 142671)  
3 Richard D. Brady (SBN 119548)  
4 Jordan C. Meyer (SBN 264978)  
5 LAW OFFICES OF ERIC BATHEN  
6 650 Town Center Drive, Suite 1200  
7 Costa Mesa, CA 92626  
8 Telephone: (714) 641-3559  
9 Facsimile: (714) 641-8436

10 Attorneys for  
11 SANTA ANA UNIFIED SCHOOL DISTRICT

12 STATE OF CALIFORNIA

13 PUBLIC EMPLOYMENT RELATIONS BOARD

14 SANTA ANA UNIFIED SCHOOL DISTRICT,

15 Employer,

16 and

17 SANTA ANA SCHOOL POLICE OFFICERS  
18 ASSOCIATION,

19 Petitioner,

20 and

21 CALIFORNIA SCHOOL EMPLOYEES  
22 ASSOCIATION & ITS CHAPTER 41,

23 Exclusive Representative.

CASE NO.: LA-SV-169-E

SANTA ANA UNIFIED SCHOOL  
DISTRICT'S NOTICE OF RECOGNITION  
OF SASPOA

24 The SANTA ANA UNIFIED SCHOOL DISTRICT (District) hereby provides notice that on  
25 September 11, 2012, through formal action by the District Governing Board, it voluntarily  
26 recognized the SANTA ANA SCHOOL POLICE OFFICERS ASSOCIATION (SASPOA) as the  
27 exclusive representative for an exclusive bargaining unit made up of all Santa Ana Unified School  
28 District Police Officers, and the District voluntarily recognized that the employee members of this  
duly recognized exclusive employee unit are no longer to be represented by CALIFORNIA  
SCHOOL EMPLOYEES ASSOCIATION (CSEA), and/or included in any further employment

1 related negotiations the District engages in with CSEA, and/or covered by any agreements the  
2 District enters into with CSEA.

3 On or about January 3, 2011, the District received notice from the PUBLIC EMPLOYMENT  
4 RELATIONS BOARD (PERB) through a letter from Regional Attorney Sean McKee that SASPOA  
5 submitted sufficient proof of support pursuant to PERB Regulation 33050(b) and that the District  
6 must file a decision pursuant to PERB Regulation 33190.

7 On January 14, 2011, the District, through its authorized representative Eric Bathen,  
8 responded informing PERB and all interested parties that the position of the Governing Board of the  
9 District is neutral in this matter. Furthermore, the District furnished a list of all persons employed in  
10 the claimed unit. The District remains neutral with regard to the severance request by SASPOA.

11 At the hearing held on November 3 and 4, 2011, both CSEA and the SASPOA presented  
12 evidence and argument for their respective positions. The District declined the opportunity to  
13 present evidence and through a brief statement from its attorney Jordan Meyer, reiterated its position  
14 of neutrality in the matter.

15 The PERB issued a decision determining that the District's Police Officers were permitted to  
16 sever from CSEA representation and form their own bargaining unit to be identified as Santa Ana  
17 School Police Officers Association (SASPOA) and that SASPOA is the appropriate exclusive  
18 bargaining unit for the District's Police Officers.

19 On September 11, 2012, the District Governing Board acted to voluntarily recognize the  
20 SASPOA as the exclusive representative for the District's Police Officers for purposes of meeting  
21 and negotiating with the District. The District is not aware of any intervention having been filed  
22 during the posting period. The unit includes all Santa Ana Unified School District Police Officers,  
23 and excludes all other classified employees, management, supervisory, and confidential employees.

24  
25 Dated: September 12, 2012

LAW OFFICES OF ERIC BATHEN

26  
27 BY:

Eric Bathen, Esq.  
Attorney for SANTA ANA UNIFIED SCHOOL  
DISTRICT

AFFIDAVIT OF SERVICE

I, Mani Bounkeo, certify and declare that:

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within-entitled cause. My business address is 650 Town Center Drive, Suite 1200, Costa Mesa, CA 92626. I am readily familiar with the ordinary practice of the business of collecting, processing, and depositing correspondence in the United States Postal Service and that the correspondence will be deposited the same day with postage thereon fully prepaid.

On September 12, 2012, I served the foregoing document described as **SANTA ANA UNIFIED SCHOOL DISTRICT'S NOTICE OF RECOGNITION OF SASPOA** on all interested parties in this matter by placing a true copy thereof enclosed in a sealed envelope, addressed as follows:

Ellen Wu, Hearing Officer  
Public Employment Relations Board  
700 N Central Avenue, Suite 200  
Glendale, CA 91203-3219  
Facsimile: 818-551-2820

Michael McCoy, Esq.  
Lackie, Dammeier & McGill  
367 N. Second Avenue  
Upland, CA 91786  
Facsimile: 909-985-3299

Kenny Wilson, Labor Relations Representative  
California School Employees Association  
326 W. Katella Ave., Suite 4E  
Orange, CA 92867  
Facsimile: 714-771-8412

BY FAX. I transmitted via facsimile the document(s) listed above to the fax number(s) set forth above, or as stated on the attached service list, on this date before 5:00 p.m.

BY MAIL. I placed a true copy thereof enclosed in a sealed envelope, addressed as set forth above, or as stated on the attached service list. I deposited such envelope in the U.S. Mail. Each envelope was mailed First Class with postage thereon fully prepaid.

BY FEDERAL EXPRESS. I placed a true copy thereof enclosed in a sealed envelope, addressed as set forth above, or as stated on the attached service list. I deposited such envelope in a Federal Express depository at Costa Mesa, California. Each envelope was sent via overnight express with delivery fees provides for.

1 I declare under penalty of perjury that the foregoing is true and correct and that this  
2 declaration was executed September 12, 2012, in Costa Mesa, California.

3 MANI BOUNKEO  
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**AGENDA ITEM BACKUP SHEET**  
**September 11, 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

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**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.

 CH:nr

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - September 11, 2012**

<b>NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>END DATE</b>	<b>COMMENTS</b>
<b>RETIREMENTS</b>					
Malstead, Jeffrey	Teacher	Century	August 30, 2012		Retirement - 28 years
<b>RESIGNATIONS</b>					
	Associate Superintendent of Human Resources				
Lopez, Juan M.	Human Resources	Human Resources	September 7, 2012		Accepted another position - 8 years
<b>NEW HIRES/RE-HIRES</b>					
Aragon, Rigoberto	Counselor	Carr	August 27, 2012		New Hire - Temporary 44909
Arroyo, Francisco	Teacher	Willard	August 16, 2012		Rehire - Permanent
Avila, Viridiana	Teacher	Carr	August 23, 2012		New Hire - Temporary 44909
Aza, Vince	Teacher	McFadden	August 16, 2012		New Hire - Temporary 44909
Belida, Ryan	Teacher	Valley	August 27, 2012		New Hire - Temporary 44909
Benitez, Jennifer	Teacher	Valley	August 20, 2012		New Hire - Temporary 44909
Bolen, Lisa	Teacher	Willard	August 16, 2012		New Hire - Temporary 44909
Bomgren, Deborah	Teacher	Lorin Griset	August 20, 2012		New Hire - Temporary 44909

**Chad Hammitt, Assistant Superintendent, Personnel Services**



**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - September 11, 2012**

<b>NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>END DATE</b>	<b>COMMENTS</b>
<b>NEW HIRES/RE-HIRES (Continued)</b>					
Brandt, Samantha	Teacher	Roosevelt	August 16, 2012		Rehire - Temporary 44909 (sharing 50%)
Bruhl, Irene	Psychologist	Psychological Services	August 16, 2012		New Hire - Probationary I
Cates, Cheryl	Speech and Language Pathologist	Speech Department	August 17, 2012		New Hire - Probationary I
Cavazos, Teresa	Teacher	Valley	August 16, 2012		New Hire - Temporary 44909
Chavarella, Sarah	Teacher	Carver	August 21, 2012		New Hire - Temporary 44920
Cockrill, Kelly	Preschool Teacher	Mitchell	August 16, 2012		New Hire - Intern
Coronel, Ismael	Teacher	Valley	August 16, 2012		New Hire - Temporary 44909
DaSilva, Careen	Teacher	Villa	August 16, 2012		Rehire - Probationary II
Delgadillo, Jose	Teacher	Sepulveda	August 21, 2012		New Hire - Temporary 44920
Eastly, Nicole	Teacher	Visual and Performing Arts	August 16, 2012		New Hire - Temporary 44909
Elizondo-Rodriguez, Leslie	Teacher	Valley	August 20, 2012		New Hire - Intern
Encinas, David	Teacher	Willard	August 28, 2012		New Hire - Temporary 44909 (40% of everyday)

**Chad Hammitt, Assistant Superintendent, Personnel Services**

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - September 11, 2012**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>NEW HIRES/RE-HIRES (Continued)</b>					
Erhard, Mike	Speech and Language Pathologist	Speech Department	August 16, 2012		Rehire - Probationary II
Espinoza Onofre, Danelia	Counselor	McFadden	August 9, 2012		New Hire - Temporary 44909
Foraker, Anna	Teacher	Sierra	August 16, 2012		New Hire - Temporary 44909
Goins, Lisa	Teacher	Santa Ana	August 16, 2012		New Hire - Temporary 44909
Gonzalez, Araceli	Teacher	McFadden	August 20, 2012		New Hire - Temporary 44909
Gregory, Caitlyn	Teacher	Esqueda	August 16, 2012		New Hire - Temporary 44909
Gutierrez, Karina	Teacher	Jefferson	August 22, 2012		New Hire - Temporary 44920
Henry, Elizabeth	Teacher	Villa	August 17, 2012		New Hire - Temporary 44909
Hernandez Avilez, Annabel	Teacher	Valley	August 21, 2012		New Hire - Temporary 44909
Hoffmann, Alan	Teacher	Century	August 16, 2012		New Hire - Temporary 44909
Howard, Nicol	Teacher	Monte Vista	August 20, 2012		New Hire - Temporary 44920
Inman-Olinger, Alexandra	Teacher	Mendez	August 16, 2012		New Hire - Temporary 44909

**Chad Hammitt, Assistant Superintendent, Personnel Services**

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - September 11, 2012**

<b>NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>END DATE</b>	<b>COMMENTS</b>
<b>NEW HIRES/RE-HIRES (Continued)</b>					
Jacobs, Jillian	Teacher	McFadden	August 20, 2012		New Hire - Temporary 44909
Johnston, Natalie	Speech and Language Pathologist	Speech Department	August 16, 2012		New Hire - Probationary I
Juarez, Crystal	Teacher	Wilson	August 21, 2012		New Hire - Temporary 44920
Knobbe, Christine	Teacher	Valley	August 16, 2012		New Hire - Temporary 44909
Kunkle, Nathan	Teacher	Willard	August 27, 2012		New Hire - Temporary 44909
Lagattuta, Michael	Teacher	Villa	August 16, 2012		New Hire - Temporary 44909
Lee, Jinwoo	Teacher	Carr	August 23, 2012		New Hire - Temporary 44909
Marting, Danielle	Teacher	Santa Ana	August 27, 2012		New Hire - Intern
Masri, Jalal	Teacher	Willard	August 16, 2012		New Hire - Temporary 44909
McLain, Amy	Preschool Teacher	Mitchell	August 22, 2012		New Hire - Temporary 44909
McMackin, Donald	NJROTC	Saddleback	August 16, 2012		Rehire - NJROTC 44912
Medina, Anthony	Teacher	Lathrop	August 21, 2012		New Hire - Temporary 44909
Medina, Jamil	Teacher	King	August 16, 2012		New Hire - Temporary 44920

**Chad Hammitt, Assistant Superintendent, Personnel Services**

**PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - September 11, 2012**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>NEW HIRES/RE-HIRES (Continued)</b>					
Morgan, Juliana	Teacher	Saddleback	August 16, 2012		New Hire - Temporary 44909
Morrell, Kathryn	Teacher	Carr	August 16, 2012		New Hire - Temporary 44909
Morten, Jessica	Teacher	Carver	August 20, 2012		New Hire - Temporary 44920
Muller, Helen	Teacher	Saddleback	August 16, 2012		New Hire - Intern
Murgolo, Kimberly	Teacher	Lorin Grisct	August 16, 2012		Rehire - Temporary 44909 (partial 33.3%)
Oliver, Harry	NJROTC	Santa Ana	August 16, 2012		Rehire - NJROTC 44912
Orchard, Sarah	Teacher	Saddleback	August 20, 2012		New Hire - Temporary 44909
Ortiz, Marcela	Psychologist	Psychological Services	August 27, 2012		New Hire - Probationary I
Osseck, Thomas	NJROTC	Santa Ana	August 16, 2012		Rehire - NJROTC 44912
Park, Deborah	Teacher	Mendez	August 16, 2012		New Hire - Temporary 44909
Parvin, Jodi	Nurse	Pupil Support Services	August 9, 2012		New Hire - Temporary 44909
Penman, Jennifer	Teacher	Davis	August 16, 2012		New Hire - Temporary 44920
Pereyra, Jose	Counselor	Valley	August 15, 2012		New Hire - Temporary 44909

**Chad Hammitt, Assistant Superintendent, Personnel Services**

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - September 11, 2012**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>NEW HIRES/RE-HIRES (Continued)</b>					
Petri, Kristen	Teacher	Spurgeon	August 16, 2012		New Hire - Temporary 44909
Polydoros, Lori	Teacher	Lathrop	August 16, 2012		New Hire - Temporary 44909
Quintero, Rebecca	Teacher	Lincoln	August 20, 2012		New Hire - Temporary 44920
Salas, April	Teacher	Mendez	August 16, 2012		New Hire - Temporary 44909
Sanderson, Shawn	Speech and Language Pathologist	Speech Department	August 16, 2012		Rehire - Waiver 44911
Stack, Theresa	Teacher	Community Day	August 16, 2012		New Hire - Temporary 44909
Stevens, Kelly	Teacher	Valley	August 21, 2012		New Hire - Temporary 44909
Su, Jennifer	Teacher	Valley	August 16, 2012		New Hire - Temporary 44909
Tapia, Vanessa	Counselor	Carr	August 9, 2012		New Hire - Temporary 44909
Teran, Juan	Teacher	Sierra	August 16, 2012		New Hire - Temporary 44920
Terich, Michael Jr.	Teacher	Carr	August 16, 2012		New Hire - Temporary 44909
Vannansart, Patricia	Teacher	Greenville	August 16, 2012		New Hire - Intern
Vartanian Florez, Sonya	Teacher	Lathrop	August 20, 2012		New Hire - Temporary 44909

**Chad Hammitt, Assistant Superintendent, Personnel Services**

**CERTIFICATED PERSONNEL CALENDAR**

Personnel Calendar

Board Meeting - September 11, 2012

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>NEW HIRES/RE-HIRES (Continued)</b>					
Walshe, Robbie	Teacher	Valley	August 16, 2012		New Hire - Temporary 44909
<b>ABSENCE (3 to 20 duty days) - Without Pay</b>					
Maffetore, Meredith	Preschool Teacher	Mitchell	September 18, 2012	October 15, 2012	Personal
<b>FAMILY CARE AND MEDICAL LEAVE ABSENCE (3 to 20 duty days) - Paid</b>					
Dodge, Michelle	Teacher	Madison	August 16, 2012	September 5, 2012	Statutory
Kenaley, Aimee	Teacher	Jefferson	August 16, 2012	September 10, 2012	Statutory
Malstead, Jeffrey	Teacher	Century	August 22, 2012	August 30, 2012	Statutory
Nolan, Alicia	Teacher	Segerstrom	August 16, 2012	September 11, 2012	Statutory
Shera-Lander, Joan	Psychologist	Psychological Services	August 14, 2012	September 7, 2012	Statutory
<b>FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Paid</b>					
Do, Anh	Teacher	Segerstrom	September 4, 2012	December 4, 2012	Statutory
Jarchow, Jennifer	Teacher	Lathrop	August 16, 2012	November 8, 2012	Statutory
Wardaki, Laila	Teacher	Washington	August 21, 2012	October 21, 2012	Statutory
Whitehead, Rebecca	Teacher	Willard	August 16, 2012	December 16, 2012	Statutory
<b>FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Without Pay</b>					
Lopez, Amanda	Preschool Teacher	Mitchell	August 22, 2012	November 15, 2012	Statutory

**Chad Hammitt, Assistant Superintendent, Personnel Services**

**Personnel Calendar**

**Board Meeting - September 11, 2012**

**CERTIFICATED PERSONNEL CALENDAR**

<b>NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>END DATE</b>	<b>COMMENTS</b>
<b>EXTENSION OF FAMILY CARE AND MEDICAL LEAVE ABSENCE (3 to 20 duty days) - Paid</b>					
Nguyen, Lien	Teacher	Mendez	August 16, 2012	September 10, 2012	Statutory
<b>EXTENSION OF FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Paid</b>					
Valovick, Hilda	Teacher	Kennedy	August 16, 2012	October 5, 2012	Statutory
<b>SHARED CONTRACTS 2012-13</b>					
Donovan, Melissa	Teacher	Mendez	August 16, 2012		43% Contract of everyday
Holte, Amy	Teacher	Mendez	August 16, 2012		57% Contract of everyday
Brandt, Samantha	Teacher	Roosevelt	August 16, 2012		50% Contract
Hall, Jannette	Teacher	Roosevelt	August 16, 2012		50% Contract
Arvizu, Virginia	Teacher	Taft	August 16, 2012		20% Contract
Jones, Christine	Teacher	Taft	August 16, 2012		80% Contract
Crowe-Yrarrazaval, Kelly	Counselor	Willard	August 1, 2012		40% Contract
Estrada, Rebecca	Counselor	Willard	August 1, 2012		60% Contract
<b>CORRECTION ON SHARED CONTRACTS 2012-13</b>					
Larkins Silva, Karen	Teacher	Taft	August 16, 2012		40% Contract
Smith, Katrina	Teacher	Taft	August 16, 2012		60% Contract

**Chad Hammitt, Assistant Superintendent, Personnel Services**

**CERTIFICATED PERSONNEL CALENDAR**

Personnel Calendar

Board Meeting - September 11, 2012

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>CHANGE IN CONTRACT LENGTH 2012-13</b>					
Yen, Ju-Yin	Teacher	Taft	August 16, 2012		From 80% to 100% Contract
<b>PARTIAL CONTRACT 2012-13</b>					
Lee Giuseffi, Robyn	Curriculum Specialist	Educational Services Elementary Division	July 2, 2012		80% Continuing Contract
<b>EXTRA DUTY 2012-13</b>					
Bookataub, Sullivan	Teacher	Godinez	August 22, 2012	June 13, 2013	Extra Period
Brown, Tessa	Teacher	Godinez	August 22, 2012	June 13, 2013	Extra Period
Gonzalez, Graciela	Teacher	Godinez	August 22, 2012	June 13, 2013	Extra Period
Heslip, Veronica	Psychologist	Psychological Services	July 30, 2012	August 10, 2012	Regular Hourly Rate
Keeling, Lynette	Teacher	Godinez	August 22, 2012	June 13, 2013	Extra Period
Larragoiti, Nancy	Teacher	Godinez	August 22, 2012	June 13, 2013	Extra Period
<b>EXTENDED WORK YEAR 2012-13</b>					
Espinoza, Aida	Teacher	Community Day	August 13, 2012	August 16, 2012	3.5 Additional Days
Lynd, Shenandoah	Teacher	Community Day	July 30, 2012	August 10, 2012	10 Additional Days
Mitchell-Berger, Katherine	Curriculum Specialist	Staff Development	July 17, 2012	July 27, 2012	8 Additional Days

**Chad Hammitt, Assistant Superintendent, Personnel Services**



**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - September 11, 2012**

<b>NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>END DATE</b>	<b>COMMENTS</b>
<b>EXTENDED WORK YEAR 2012-13 (Continued)</b>					
Wilson, Shelana	Teacher	Community Day	July 30, 2012	August 13, 2012	11 Additional Days
<b>CORRECTION EXTENDED WORK YEAR 2012-13</b>					
	Career Community Educational Specialist				
Russell-Garcia, Jacqueline	Specialist	Transition Center	July 9, 2012	June 26, 2013	10 Additional Days
<b>DEPARTMENT CHAIRS 2012-13</b>					
Brincks, Mark		Carr	2012-13		Special Education
Churnside, Joseph		Carr	2012-13		English
Crawford, Brian		Carr	2012-13		Science
Hefner, Shayna		Carr	2012-13		Math
Kassaei, Dana		Carr	2012-13		English
Mitchell, Melvin		Carr	2012-13		P.E. (Boys) & P.E. (Girls)
Nobel, Shannon		Carr	2012-13		Social Science
Solares, Elizabeth		Carr	2012-13		Music
Akamine, Brian		Century	2012-13		Music
Beaumont, John		Century	2012-13		Science
Bojorquez, Linsey		Century	2012-13		Special Education
Conde, Judith		Century	2012-13		Special Education
Crocker, Randy		Century	2012-13		P.E. (Boys) & P.E. (Girls)

**Chad Hammitt, Assistant Superintendent, Personnel Services**

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - September 11, 2012**

<b>NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>END DATE</b>	<b>COMMENTS</b>
<b>DEPARTMENT CHAIRS 2012-13 (Continued)</b>					
Espinoza, Rosalina		Century	2012-13		ELD/Bilingual
Gersten, Alan		Century	2012-13		Business Education
Guerrero, Elizabeth		Century	2012-13		Foreign Language
Harrison, Thomas		Century	2012-13		Social Science
Olson, Kim		Century	2012-13		Art
Swan, Bradley		Century	2012-13		English
Yaeger, Jennifer		Century	2012-13		Math
Cano, Michelle		McFadden	2012-13		Math
Ellis, Gregory		McFadden	2012-13		Music
Gallegos, Kim		McFadden	2012-13		Social Science
Gentile, Nicholas		McFadden	2012-13		Social Science
Gutierrez, Rene		McFadden	2012-13		English
Hetherington-Schwartz, Tami		McFadden	2012-13		English
Holte, Matthew		McFadden	2012-13		Science
Napier, Rodney		McFadden	2012-13		P.E. (Boys) & P.E. (Girls)
Rice, Rae		McFadden	2012-13		Special Education
Romo, Maria Del Rosario		McFadden	2012-13		ESL/Bilingual
Yusi, Christopher		McFadden	2012-13		Math
Moreno, Jeanine		Mendez	2012-13		Math
Axtell, Aaron		Mendez	2012-13		Music
Cabrera, Lizette		Mendez	2012-13		Science
Kroyer, Kristine		Mendez	2012-13		P.E. (Girls)

**Chad Hammitt, Assistant Superintendent, Personnel Services**

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - September 11, 2012**

<b>NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>END DATE</b>	<b>COMMENTS</b>
<b>DEPARTMENT CHAIRS 2012-13 (Continued)</b>					
Miraglia, Christian		Mendez	2012-13		Social Science
Peat, Cheryl		Mendez	2012-13		Art
Rubio, Sandra		Mendez	2012-13		English
Wozniak, Jeffrey		Mendez	2012-13		P.E. (Boys)
Collins, Rachelle		Santa Ana	2012-13		Special Education
Detviler, Tammra		Santa Ana	2012-13		Special Education
Dukus, Robert		Santa Ana	2012-13		Science
Enloe, Elizabeth		Santa Ana	2012-13		English & EL/D/Bilingual
Himmelberger, Jo Ann		Santa Ana	2012-13		Business Education & Home Economics
Leek, Diana		Santa Ana	2012-13		P.E. (Boys) & P.E. (Girls)
Noel, Barbara		Santa Ana	2012-13		Music
Osle, Lizette		Santa Ana	2012-13		Foreign Language
Rife, Robert		Santa Ana	2012-13		Math
Salgado, Teresa		Santa Ana	2012-13		Foreign Language
Tang, Andy		Santa Ana	2012-13		Math
Walker, Kenneth		Santa Ana	2012-13		Social Science
Westing, Judith		Santa Ana	2012-13		Art
Alonzo, Yvonne		Segerstrom	2012-13		P.E. (Co-Ed)
Bates, Jamie		Segerstrom	2012-13		English
Duran, Corrine		Segerstrom	2012-13		P.E. (Co-Ed)
Escutia, Rosalia		Segerstrom	2012-13		Foreign Language

**Chad Hammitt, Assistant Superintendent, Personnel Services**

**CERTIFICATED PERSONNEL CALENDAR**

Personnel Calendar

Board Meeting - September 11, 2012

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>DEPARTMENT CHAIRS 2012-13 (Continued)</b>					
Fabella, Thanh Trang		Segerstrom	2012-13		Math
Flores, Jennifer		Segerstrom	2012-13		Special Education
Garcia, Raul		Segerstrom	2012-13		Art & Music
Gomez, Adrian		Segerstrom	2012-13		P.E. (Co-Ed)
Henson, Mark		Segerstrom	2012-13		Art & Music
Kerkhof-Martin, Jeanette		Segerstrom	2012-13		Foreign Language
Kirch, Crystal		Segerstrom	2012-13		Math
Lund, Amber		Segerstrom	2012-13		English
Marzilli, Gregory		Segerstrom	2012-13		Special Education
Miranda, Ivan		Segerstrom	2012-13		Social Science
Morris, Linda		Segerstrom	2012-13		Science
Segalla, Margaret		Segerstrom	2012-13		English
Sterner-Hargrave, Christy		Segerstrom	2012-13		English
Vu, Lan		Segerstrom	2012-13		Science
<b>CORRECTION SUMMER ROP TEACHER</b>					
Kahapea, Karin					

**Chad Hammitt, Assistant Superintendent, Personnel Services**

**AGENDA ITEM REQUESTS  
CERTIFICATED  
2012-13**

<b>TITLE OF ACTIVITY</b>	<b>SITE</b>	<b>FUNDING</b>	<b>NOT TO EXCEED</b>	<b>EFFECTIVE</b>
10th Grade Counseling	Middle College	EIA-SCE	\$3,000	September 20, 2012
After School Dual Language Program Tutoring (Ratification)	Jefferson	Title III	\$15,000	September 1, 2012
After School Dual Language Program Tutoring (Ratification)	King	Title III	\$15,000	September 1, 2012
After School Dual Language Program Tutoring (Ratification)	Lowell	Title III	\$15,000	September 1, 2012
After School Dual Language Program Tutoring (Ratification)	Pio Pico	Title III	\$15,000	September 1, 2012
After School Dual Language Program Tutoring (Ratification)	McFadden	EIA-SCE	\$13,000	August 22, 2012
Before/After School Tutoring	Hoover	EIA-SCE	\$10,000	September 12, 2012
Before/After School Tutoring	Middle College	Title I	\$10,000	September 20, 2012
Before/After School Tutoring	Middle College	EIA-SCE	\$20,000	September 20, 2012
Before/After School Tutoring	Lincoln	EIA-Title I	\$19,922	October 1, 2012
Certificated Tutoring	Monte Vista	EIA-SCE	\$20,000	October 29, 2012
Curriculum Planning	Jackson	EIA-SCE	\$10,000	September 12, 2012
Displaced Teachers	Human Resources	General Funding	\$8,000	September 12, 2012
Extra Help for Human Resources (Ratification)	Human Resources	General Funding	\$110	August 16, 2012
Intervention for at Risk Student(s)	Monte Vista	EIA-SCE	\$10,000	October 29, 2012
K-2 Intervention Substitutes	Lincoln	EIA-SCE	\$38,500	October 1, 2012
K-5 Intervention Substitutes	Harvey	EIA-SCE	\$16,000	September 12, 2012
Network for a Healthy California Nutrition Activity Club-Advisors	Special Projects	Network for a Healthy California	\$4,200	November 30, 2012

**Board Meeting  
September 11, 2012**

**AGENDA ITEM REQUESTS  
CERTIFICATED  
2012-13**

<b>TITLE OF ACTIVITY</b>	<b>SITE</b>	<b>FUNDING</b>	<b>NOT TO EXCEED</b>	<b>EFFECTIVE</b>
Network for a Healthy California Professional Development - Nutrition Education Pre-K-12	Special Projects	Network for a Healthy California	\$14,518	October 2, 2012
Network for a Healthy California Site Nutrition Education Liaisons	Special Projects	Network for a Healthy California	\$27,000	November 30, 2012
New Employee Orientation	Human Resources	Title II	\$46,000	September 15, 2012
	BTSA Induction			
PAR Panel/Consulting Teacher Stipends	Program-Human Resources	PAR	\$25,000	September 12, 2012
Parent Education Instructor	Middle College	Title I	\$2,000	September 20, 2012
Parent Education Instructor	Monte Vista	Title I	\$10,000	September 12, 2012
Saturday School	Jackson	EIA-SCE	\$20,000	September 12, 2012
Substitute/Intervention Teacher	Hoover	Title III	\$10,000	September 12, 2012
Title I Program Planning (Ratification)	Chavez	Title I	\$4,000	August 31, 2012

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - September 11, 2012**

<b>NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>END DATE</b>	<b>SALARY</b>	<b>COMMENTS</b>
<b>RETIREMENTS</b>						
Burns, Larry	Groundskeeper	Bldg Svcs.	November 19, 2012			31 years, 8 months
Burns, Mara	Instr. Asst. Visual Impaired	Sp. Ed.	November 19, 2012			26 years, 2 months
<b>RESIGNATIONS</b>						
Avila, Viridiana	SSP Sp. Ed.	McFadden	August 16, 2012			To teach for SAUSD - 5 years, 1 month
Horning, Christy	SSP Sp. Ed.	McFadden	June 14, 2012			Personal - 2 months
Jaeger, Joshua	Stage Manager	Saddleback	September 4, 2012			Personal - 2 years
Saldana, Carmen	Fd. Svc. Wkr.	Martin	August 16, 2012			Personal - 1 year, 4 months
Sosa, Cheryl	Preschool Teacher	Mitchell	September 7, 2012			Personal - 1 year, 10 months
Van Schyndel, Rebecca	SSP Sp. Ed.	Adams	September 5, 2012			Personal - 4 months
<b>FAMILY CARE &amp; MEDICAL LEAVE (3 to 20 duty days) - Paid</b>						
Torres, Armando	Equipment Operator	Bldg. Svcs.	August 24, 2012	August 28, 2012		Personal

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar  
Board Meeting - September 11, 2012**

<b>NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>END DATE</b>	<b>SALARY</b>	<b>COMMENTS</b>
<b>LEAVE (21 duty days or more) - Without Pay</b>						
Ahrens, Megan	Autism Paraprofessional	Lincoln	August 22, 2012	June 13, 2013		Personal
Saavedra-Flores, Eunice	Sr. Fd. Svc. Wkr.	Villa	August 20, 2012	June 13, 2013		Personal
<b>PROBATIONARY APPOINTMENTS</b>						
Castaneda, Francisco	SSP Special Ed.	Century	August 30, 2012		19/1	
Sandoval, David	Library Media Tech.	Heroes	August 27, 2012		25/1	
Tamasese, Travis	Sr. Exec. Secretary	Supt's Office	August 31, 2012		37/1	
<b>PROMOTIONAL APPOINTMENT</b>						
Beltran, Crystal	Instr. Asst. Sev. Dis.	Transition Program	September 12, 2012		20/5	
<b>REASSIGNMENTS</b>						
Basurto, Virginia	SSP. Sp. Ed.	Esqueda	August 22, 2012		19/6 + Bil.	
Barreto-Ramirez, Esmeralda	Instr. Asst. Sev. Dis.	Century	August 22, 2012		20/6 + Bil.	
De La Riva, Jaclynn	Instr. Asst. Computers	Thorpe	August 22, 2012		26/2	
Eliot, Melinda	Autism Paraprofessional	Martin	August 22, 2012		24/6	



**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - September 11, 2012**

<b>NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>END DATE</b>	<b>SALARY</b>	<b>COMMENTS</b>
<b>REASSIGNMENTS (Continuation)</b>						
	Autism					
Espinoza, Sandra	Paraprofessional	Lincoln	August 22, 2012		24/6 + Bil.	
Fierro, Irene	Fd. Svc. Spvr. Elem.	Romero-Cruz	August 21, 2012		15/6	
Garcia, James	Fd. Svc. Spvr. Elem.	Esqueda	August 21, 2012		15/6	
	Autism					
Gomez, Maria	Paraprofessional	Martin	August 22, 2012		24/6 + Bil.	
Guzman, Claudia	Fd. Svc. Spvr. Elem.	Jefferson	August 21, 2012		15/6	
Herman, Sylvia	Sch. Off. Asst. Sec.	Century	August 1, 2012		24/6 + Bil.	
		Transition				
Jones, Maurice	Instr. Asst. Sev. Dis.	Program	September 11, 2012		20/4	
Juarez, Brenda	Instr. Asst. Sev. Dis.	Sepulveda	August 22, 2012		20/6 + Bil.	
Milton, Lee	Account Technician	Acct. Dept.	August 27, 2012		31/6	
	Autism					
Onchi, Victoria	Paraprofessional	Martin	August 22, 2012		24/3	
Padilla, Denice	Instr. Asst. Sev. Dis.	Century	August 22, 2012		20/6 + Bil.	
Ramirez, Denisse	Fd. Svc. Spvr. Elem.	Santiago	August 21, 2012		15/6	
	Autism					
Sanchez, Faviola	Paraprofessional	Martin	August 22, 2012		24/6	
Tadeo-Ibarra,						
Esmeralda	Fd. Svc. Spvr. Elem.	Washington	August 21, 2012		15/6	
Terry, Milagros	Sr. Account Clerk	Acct. Dept.	August 27, 2012		29/6	
	Autism					
Valle, Edward	Paraprofessional	Remington	August 22, 2012		24/6	
Vallejo, Carolina	Instr. Asst. Sev. Dis.	Sepulveda	August 22, 2012		20/6 + Bil.	

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - September 11, 2012**

<b>NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>END DATE</b>	<b>SALARY</b>	<b>COMMENTS</b>
<b>REASSIGNMENTS (Continuation)</b>						
	Autism					
Varela, Betty	Paraprofessional	Remington	August 22, 2012		24/6	
<b>TEMPORARY APPOINTMENTS - Out of Class Compensation</b>						
Avalos, Matilda	School Acct. Clerk	Valley	August 30, 2012	October 4, 2012	25/3	
Gomez, Rocio	Registrar Int.	McFadden	August 9, 2012	August 22, 2012	24/4	
Wells, Diane	Job Training Asst.	Transition Program	August 22, 2012	November 30, 2012	22/3	
<b>EXTRA DUTY</b>						
Bullard, Anne-Marie	Accompanist	Godinez	September 4, 2012	June 10, 2013		
Cifuentes, Estuardo	Registrar Int.	Villa	July 23, 2012	July 26, 2012		
Mejia, Josefina	Fd. Svc. Fld. Spvr.	Food Svcs.	August 6, 2012	June 23, 2012		
Todd, Aurelia	Library Media Tech.	Villa	August 6, 2012	August 10, 2012		
<b>ACTIVITY SUPERVISORS</b>						
Alfaro, Robert	Act. Spvr.	Heroes	August 27, 2012			
Barrera, Troy	Act. Spvr.	Santa Ana	August 22, 2012			
Camarena, Ana	Act. Spvr.	Franklin	August 29, 2012			
Contreras, Maria	Act. Spvr.	Wilson	August 29, 2012			
Fernandez, Andy	Act. Spvr.	Lincoln	August 27, 2012			
Ramos, Grace	Act. Spvr.	Esqueda	August 22, 2012			

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar  
Board Meeting - September 11, 2012**

<b>NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>END DATE</b>	<b>SALARY</b>	<b>COMMENTS</b>
<b>ACTIVITY SUPERVISORS (Continuation)</b>						
Rodriguez, Guadalupe	Act. Spvr.	Lincoln Middle College	August 22, 2012			
Walker, Estelita	Act. Spvr.		August 27, 2012			
<b>HOURLY</b>						
Alvarez, Natalie	Instr. Provider	Segerstrom	August 30, 2012			
Garrido, Bryant	Instr. Provider	MacArthur	August 28, 2012			
Guerrero, John	Instr. Provider	McFadden	August 22, 2012			
Rivera, Angie	Instr. Provider	Saddleback	August 27, 2012			
Torres, Christopher	Instr. Provider	Saddleback	August 27, 2012			
<b>SUBSTITUTES</b>						
Ibarra, Cristina	DSO		August 23, 2012		31/1	
Ramirez, Brenda	Clerical		August 17, 2012		20/1	
Salgado, Judith	SSP Sp. Ed.		August 22, 2012		19/1	
<b>CABINET CONTRACT</b>						
Dixon, Dale Joe	Asst. Supt., Facilities/Gov't. Relations	District Office	July 1, 2013	June 30, 2015		

**AGENDA ITEMS REQUESTS  
CLASSIFIED**

2012-13

<b>TITLE OF ACTIVITY</b>	<b>SITE</b>	<b>FUNDING</b>	<b>NOT TO EXCEED</b>	<b>EFFECTIVE</b>
Activity Supervisors - Child Care	Lincoln	Title I	\$1,000	September 12, 2012
Activity Supervisors - Extra Support	Lincoln	EIA-SCE	\$3,000	September 12, 2012
AVID Tutors/Instructional Provider	Middle College	EIA-SCE	\$7,000	September 20, 2012
Classified Translation Support	Hoover	Economic Impact Aide EIA-SCE	\$1,500	September 12, 2012
Classified Translation Support	Hoover	Economic Impact Aide EIA-SCE	\$1,500	September 12, 2012
Clerical/Saturday School	Jackson	Economic Impact Aide	\$4,000	September 12, 2012
Custodian School Activities	Jackson	General Fund	\$3,000	September 12, 2012
Extra Help Classified	Monte Vista	Title I	\$3,000	December 17, 2012
Field Training Officer - Compensation Stipend (Ratification)	School Police	General Fund	\$4,000	July 1, 2011
Interpreter/Translator	Jackson	Economic Impact Aide	\$6,000	September 12, 2012
Network for a Healthy California Nutrition Activity Club-Advisors (Ratification)	Special Projects	Network for a Healthy California	\$1,800	September 5, 2012
Network for a Healthy California Site Nutrition Education Liaisons (Ratification)	Special Projects	Network for a Healthy California	\$8,400	September 5, 2012
New Employee Orientation	Human Resources	Title II	\$3,000	September 15, 2012
Parent Meetings for Gifted Students - Childcare	Educational Services	Title I	\$1,000	September 12, 2012
Parent Meetings for Gifted Students - Translation	Educational Services	EIA-SCE	\$1,000	September 12, 2012
School Wide Events	Valley	EIA	\$5,000	September 12, 2012
Title I Program Support (Ratification)	Chavez	Title I	\$2,000	August 31, 2012

**Board Meeting  
September 11, 2012**

**AGENDA ITEM BACKUP SHEET**  
**September 11, 2012**

**Board Meeting**

**TITLE:** Adoption of Resolution No. 12/13-2938 - Proclaiming September 15 through October 15, 2012 as National Hispanic Heritage Month

**ITEM:** Action

**SUBMITTED BY:** Thelma Meléndez de Santa Ana, Ph.D., Superintendent

**PREPARED BY:** Deidra Powell, Chief Communications Officer

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval to adopt Resolution No. 12/13-2938 proclaiming September 15 through October 15, 2012 as National Hispanic Heritage Month in the District.

**RATIONALE:**

The District is committed to honoring and respecting the cultural diversity and many contributions made by the local Hispanic community, including the parents and students of the District. The District seeks to ensure that all students are educated as to the background, history, and contributions of Hispanics in the United States.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Adopt Resolution No. 12/13-2938 proclaiming September 15 through October 15, 2012 as Santa Ana Unified School District's National Hispanic Heritage Month.



TM:ja

1 RESOLUTION NO. 12/13-2938

2 BOARD OF EDUCATION

3 SANTA ANA UNIFIED SCHOOL DISTRICT

4 ORANGE COUNTY, CALIFORNIA

5 Proclamation Declaring National Hispanic Heritage Month -

6 September 15-October 15, 2012

7 WHEREAS, September 15 through October 15, 2012, has been declared National  
8 Hispanic Heritage Month by the President and the Congress of the United States;  
9 and

10 WHEREAS, in 1968 President Lyndon B. Johnson proclaimed the week of  
11 September 15, 1968, as the First National Hispanic Heritage Week; and

12 WHEREAS, the founding of the United States is intertwined with the  
13 historical settlement and development of the Southwest by descendants of Spanish  
14 settlers and indigenous peoples; and

15 WHEREAS, the Latino population continues to contribute significantly to the  
16 political, economic, and social development of the nation; and

17 WHEREAS, the Santa Ana Unified School District serves 53,289 Latino students  
18 or approximately 93.1% of the student population within its K-12 educational  
19 system; and

20 WHEREAS, the Santa Ana Unified School District recognizes the diversity  
21 reflected within the city of Santa Ana, as well as its students and staff, and  
22 respects the contributions, culture, and heritage of Latinos in the community;

23 NOW, THEREFORE, BE IT RESOLVED, that the Board of Education recognizes  
24 September 15 through October 15, 2012 as National Hispanic Heritage Month and  
25 encourages teachers, other staff members, students, and the community to use this  
26 opportunity to honor the contributions of our Latino population.

27 Upon motion of Member \_\_\_\_\_ and duly seconded, the foregoing  
28 Resolution was adopted by the following vote:

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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 \_\_\_\_\_ day of \_\_\_\_\_, 2012, and passed by a vote of \_\_\_\_\_ of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Thelma Meléndez de Santa Ana, Ph.D.  
Secretary, Board of Education  
Santa Ana Unified School District

**AGENDA ITEM BACKUP SHEET**  
**July 26, 2011**

**Board Meeting**

**TITLE:**               **Approval of Superintendent's Contract**

**ITEM:**               **Action**

**SUBMITTED BY:** **James C. Romo**

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of revisions to Dr. Meléndez de Santa Ana's employment agreement.

**RATIONALE:**

As per the requirement of Government Code, it must be approved in open session at a Regular Board Meeting.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Approve the Superintendent's Contract.

/rr



**AGENDA ITEM BACKUP SHEET**  
**September 11, 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

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**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