

*Santa Ana Unified School District  
Board of Education*

**Board Meeting Agenda**

**Tuesday, March 12, 2013  
6:00 p.m.**

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



**Rob Richardson  
Vice President**

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

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

**John Palacio  
Member**

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

**Cecilia "Ceci" Iglesias  
Member**

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

***Mission Statement***

***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 role, including:

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

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

### **Board Meeting Documentation**

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

### **Public Comments at Board Meetings**

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

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

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

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

### **Televised Meeting Schedule**

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

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

BOARD OF EDUCATION  
REGULAR MEETING

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

TUESDAY  
MARCH 12, 2013  
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 March 2013, Yvette Cortes

PRESENTATION

- Certification of Second Interim Financial Status (Qualified)

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 - February 12, 2013 and Special Board Study Session - February 26, 2013
- 1.2 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
- 1.3 Approval of Expansion of Current One Semester World Regional Geography Course to Include a Two-Semester Course
- 1.4 Approval of Expulsion of Students for Violation of California Education Code Sections 48900, 48900.2, 48900.3, 48900.4, 48900.7, and/or 48915(c) According to Board Policy 5144.1
- 1.5 Approval of Master Contracts and/or Individual Service Agreements with Nonpublic Schools and Agencies for Students with Disabilities for 2012-13 School Year
- 1.6 Approval of Memorandum of Understanding with California State University, Long Beach, for 2013-17 School Year
- 1.7 Approval of Memorandum of Understanding with Kids Vision for Life - Orange County
- 1.8 Approval of Memorandum of Understanding with OneSight
- 1.9 Ratification of Purchase Order Summary and Listing of Orders \$25,000 and Over for Period of January 30, 2013 through February 26, 2013
- 1.10 Ratification of Expenditure Summary and Warrant Listing for Period of January 30, 2013 through February 26, 2013
- 1.11 Approval/Ratification of Listing of Agreements/Contracts with Santa Ana Unified School District and Various Consultants Submitted for Period of January 30, 2013 through February 26, 2013
- 1.12 Approval of Deductive Change Orders for Various Projects District-wide
- 1.13 Acceptance of Completion of Contracts for Various Projects District-wide
- 1.14 Approval of Substitute Subcontractor for Bid Package No. 1 General Construction – Framing at Diamond Elementary School Under Modernization Program
- 1.15 Adoption of Resolution No. 12/13-2955 - Certification of Board Member's Absence from Board Meeting

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 Approval of Amendment No. 1 to Agreement between Santa Ana Unified School District and THINK Together to Extend End Date to July 31, 2013
- 4.0 Approval of Title I Local Educational Agency-Level Parent Involvement Policy
- 5.0 Approval of Amendment to Consultant Agreements with State-Approved Supplemental Educational Services Providers for ¡Hacia Adelante!, 1-on-1 Learning with Laptops, Aavanza, and Learn It Online, LLC, for 2012-13 School Year
- 6.0 Approval of Summer School Programs for 2013-14 School Year Contingent Upon State Funding and Extended School Year Program
- 7.0 Board Policy and Administrative Regulation 6142.7 – Physical Education (Revised: For First Reading)
- 8.0 Approval of High School Advanced Placement Human Geography Course
- 9.0 Approval of Submission of Refunding Application for Head Start Funding for 2013-14 Program Year
- 10.0 Adoption of Resolution No. 12/13-2954 - Authorizing Renewal of Cooperative Program Agreement with State of California Department of Rehabilitation for 2013-16 School Years
- 11.0 Certification of Second Interim Financial Status (Qualified)
- 12.0 Adoption of Resolution No. 12/13-2953 - Authorization of Temporary Cash Borrowing from Orange County Treasury
- 13.0 Acceptance of Receipt of Odyssey Charter Academy Charter Petition
- 14.0 Approval of Renewal of Cellular Tower Lease Agreement at Monte Vista Elementary School with Sprint PCS Assets, LLC
- 15.0 Approval of Joint Use Agreement with City of Santa Ana for Roosevelt/Walker Elementary Schools Community Center

- 16.0 Approval of Agreement for Reimbursement of Design and Construction Costs for Roosevelt/Walker Elementary Schools Community Center and Site Improvements with City of Santa Ana
- 17.0 Authorization to Award Contract for Bid Package No. 11 Administration Storefront and Glazing at Greenville Fundamental Elementary School Under Modernization Program
- 18.0 Authorization to Award Contract for Bid Package No. 18 Sports Field Lighting at Willard Intermediate School Under Modernization Program
- 19.0 Approval of Submission of Specific Waiver (Grades 1-3) Class Size Penalty Waiver Request for 2012-13 and 2013-14 School Years to State Board of Education
- 20.0 Approval of Personnel Calendar
- 21.0 Approval of 2013 Representatives to Delegate Assembly for California School Boards Association Region 15
- 22.0 Board Policy 3100 (a) – Business and Noninstructional Operations, Budget (Revised: For Adoption)
- 23.0 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 – (Deputy Superintendent, Operations and Chief Business Official)

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, March 26, 2013, at 6:00 p.m.

**AGENDA ITEM BACKUP SHEET**  
**March 12, 2013**

**Board Meeting**

**TITLE:** Classified Employee of the Month for March 2013, Yvette Cortes

**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 March 2013.

**RATIONALE:**

A selection committee, consisting of classified employees, has reviewed nominees and selected the Classified Employee of the Month for March 2013. The members have selected Yvette Cortes, Library Media Technician, Lowell Elementary School.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Recognize Yvette Cortes as Classified Employee of the Month for March 2013.



**AGENDA ITEM BACKUP SHEET**  
**March 12, 2013**

**Board Meeting**

**TITLE:** Certification of Second Interim Financial Status (Qualified)

**ITEM:** Presentation

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

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

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to present to the Board the certification of the Second Interim financial status (qualified) report. Education Code Section 42130 requires district superintendents to prepare and submit two interim financial reports to governing boards. A certification by the Governing Board concerning the financial stability of the District is required to be submitted to the County Superintendent of Schools.

**RATIONALE:**

Education Code Section 42131 requires the Board to certify whether or not the District is able to meet its financial obligations for the remainder of this fiscal year and for the subsequent two fiscal years based on the financial information known as of January 31, 2013.

The report shows that, given the magnitude of recent State Budget reductions, the District may not be able to merit its financial obligations through the remainder of this fiscal year or for the subsequent two years.

The District Certification of Interim Report sheet, upon acceptance by the Board, will be forwarded to the Orange County Department of Education as required. The detailed General Fund schedules for attendance, revenues, expenditures, cash flow, and criteria and standards summary review will also be forwarded.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Presented for information.



# 2012-13 Second Interim

(Financial Information as of January 31, 2013)

**March 12, 2013**

**Getting to the Core**



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

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

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

Swandayani Singgih, Director, Budget

Christeen Betz, Director, Accounting

**Superior Standards**

**Capital**

**Successful Students**

# Tonight's Goal



1. Approach to Mitigating Structural Deficit
2. Approve 2012-13 Second Interim Report
3. Cash Flow
4. Next Steps

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# APPROACH TO MITIGATING STRUCTURAL DEFICIT FOR 2013-14



- Continue to maintain focus on Board Priorities
  - Maintain Fiscal solvency
  - Maintain integrity of programs
  - School safety
  - Maintain athletics and music programs
  - Find other ways to reduce expenditures
  - Preserve staff
  - Maintain 180 day instructional year
- Continue to focus on the Seven Building Blocks to SAUSD Success
- Continue to maintain emphasis on Common Core implementation, PBIS and School Climate and Secondary School Reform
- Continue to maintain collaborative relationships with labor organizations

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# IMPACT OF GOVERNOR'S PROPOSED BUDGET



## Additional Revenue

- **PLAN A - \$5.5 mil (~\$106/ADA):** includes 1.65% COLA + increase in Mandated Costs
- **PLAN B - \$10.0 mil (~\$193/ADA):** includes 1.65% COLA doubled + Mandated Costs
- **PLAN C - \$19.9 – 22.7 mil (~\$384 – 438/ADA):** *LCFF* year one projection

## Budget Reduction Target

- **PLAN A - \$21.0 mil (\$26.5 – 5.5)**
- **PLAN B - \$16.5 mil (\$26.5 – 10.0)** working assumption for Second Interim
- **PLAN C - \$6.6 mil to \$3.8 mil** if *LCFF* becomes law, likely unknown before June Adoption

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# Approach to Budget Reductions

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FISCAL YEAR 2013-14 PROJECTIONS		Structural Deficit (in millions)
BEGINNING FUND BALANCE		\$36.5
DEFICIT SPENDING (includes exhaustion of \$20.4 mil + \$10 mil in new revenue)	(\$40.9)	(4.4)
NON-SPENDABLE RESERVES	1.2	(5.6)
OTHER DESIGNATED RESERVES	4.9	(10.5)
OTHER DESIGNATED RESERVES (QZAB Solar Energy Debt Payment)	1.0	(11.5)
RESERVE FOR ECONOMIC UNCERTAINTIES	9.8	(21.3)
ONE-TIME REDUCTIONS (SWEEP OTHER DESIGNATED TIER III RESERVES)	(4.9)	(16.4)
<i>BUDGET REDUCTION OPTIONS IN 2012-13</i>		<i>(2.0)</i>

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# Current Year Budget Actions



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BUDGET REDUCTIONS ACTIONS	2012-13	COMMENTS
Freeze extra duty and overtime	TBD	Require prior approval for any extra duty
Freeze vacancies and have each position reviewed by Cabinet prior to filling	TBD	Focus on school and safety positions that are mission critical or secure funded
Do not distribute Sites 2 <sup>nd</sup> Allocation (CBEDS true up)	\$400,000	Sites were allowed carryover from previous years.
Reduce Business Services department budgets	\$200,000	This could impact operational efficiencies and delays an essential Oracle software system upgrade.
Reduce Special Ed legal budget	\$100,000	Current trends show this to be a safe estimate of savings.
Reinstate purchase justification protocol to reduce spending	\$1,300,000	Provides institutional discipline and possibly additional savings at year-end close.
<b>TOTAL</b>	<b>\$2,000,000</b>	

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# 2012-13 Tier III Ending Fund Balance Sweep (Pushes cuts needed to 2014-15)



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ONE-TIME BUDGET REDUCTIONS	2012-13	COMMENTS
Budget 2010-11 Mandate Payment to be received in current year (graduation requirements). \$484,000 included in updated projected revenue.	n/a	This source of revenue is budgeted on a cash basis.
Sweep Civic Center Balance	\$207,860	No effect on operations
Sweep Facilities preventative maintenance	\$272,762	This could impact the District if emergency repairs are required.
Sweep Cal-Safe Tier III balance	\$263,768	No effect on operations
Sweep Community Day Tier III balance	\$436,920	No effect on operations
Sweep Instructional Materials balance	\$3,727,664	Possible CCSS implications.
<b>TOTAL</b>	<b>\$4,908,974</b>	

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# Multi Year Projection



MULTI-YEAR PROJECTIONS @ 2 <sup>ND</sup> INTERIM	2012-13	2013-14	2014-15
REVENUE	\$314,927,571	\$322,412,827 (2)	\$328,038,195
EXPENDITURES	\$296,629,036	\$306,443,904	\$315,934,084
OTHER FINANCING SOURCES/USES	(\$43,205,020)	(\$57,359,784)	(\$57,695,665)
<b>NET INCREASE/DECREASE (DEFICIT SPENDING)</b>	<b>(\$24,906,485)</b>	<b>(\$41,390,861)</b>	<b>(\$45,591,554)</b>
BEGINNING BALANCE	\$61,382,257	\$36,475,772 (1)	(\$4,915,089)
DEFICIT SPENDING	(\$24,906,485)	(\$41,390,861)	(\$45,591,554)
<b>ENDING BALANCE</b>	<b>\$36,475,772 (1)</b>	<b>(\$4,915,089)</b>	<b>(\$50,506,643)</b>
COMPONENTS OF ENDING BALANCE:			
NON SPENDABLE	\$1,150,000	\$1,150,000	\$1,150,000
OTHER DESIGNATED	\$4,908,974	\$1,020,039	\$1,056,241
ECONOMIC UNCERTAINTIES	\$10,004,220	\$9,834,290	\$9,950,184
PROP 30	\$20,412,578	0	0
COLA FOR 2014-15 PER SSC DARTBOARD	0	0	\$7,757,737
<b>TOTAL</b>	<b>\$36,475,772</b>	<b>\$12,004,329</b>	<b>\$19,914,161</b>
<b>SHORTFALL</b>	<b>0</b>	<b>(\$16,919,418)</b>	<b>(\$70,420,804)</b>

- (1) 2012-13 ending balance includes \$20.4 mil resulting from passage of Prop 30
- (2) 2013-14 revenue increased by approximately \$10 mil to reflect Governor's January Proposal

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## Projected Ending Balances (All other Funds)



Fund (all \$s in 000's)	2012-13 First Interim	2012-13 Second Interim	Difference
Fund 12 – Child Development	\$75	\$75	\$0
Fund 13 – Cafeteria	\$17,068	\$16,948	<\$120>
Fund 14 – Deferred Maintenance	\$337	\$0	<\$337>
Fund 17 – Special Reserve	\$0	\$0	\$0
Fund 21 – Building	\$13,330	\$14,482	\$1,152
Fund 25 – Capital Facilities	\$4,276	\$4,454	\$178
Fund 35 – School Facilities	\$47,483	\$38,170	<\$9,313>
Fund 40 – Special Reserve/Capital Outlay	\$2,936	\$32,362	\$29,426
Fund 49 – Capital Projects (COP)	\$1,099	\$1,082	<\$17>
Fund 51 – Bond Interest & Redemption	\$13,806	\$13,806	\$0
Fund 56 – Debt Service	\$8,158	\$8,158	\$0
Fund 67 – Self-Insurance Fund	\$8,057	\$8,124	\$67

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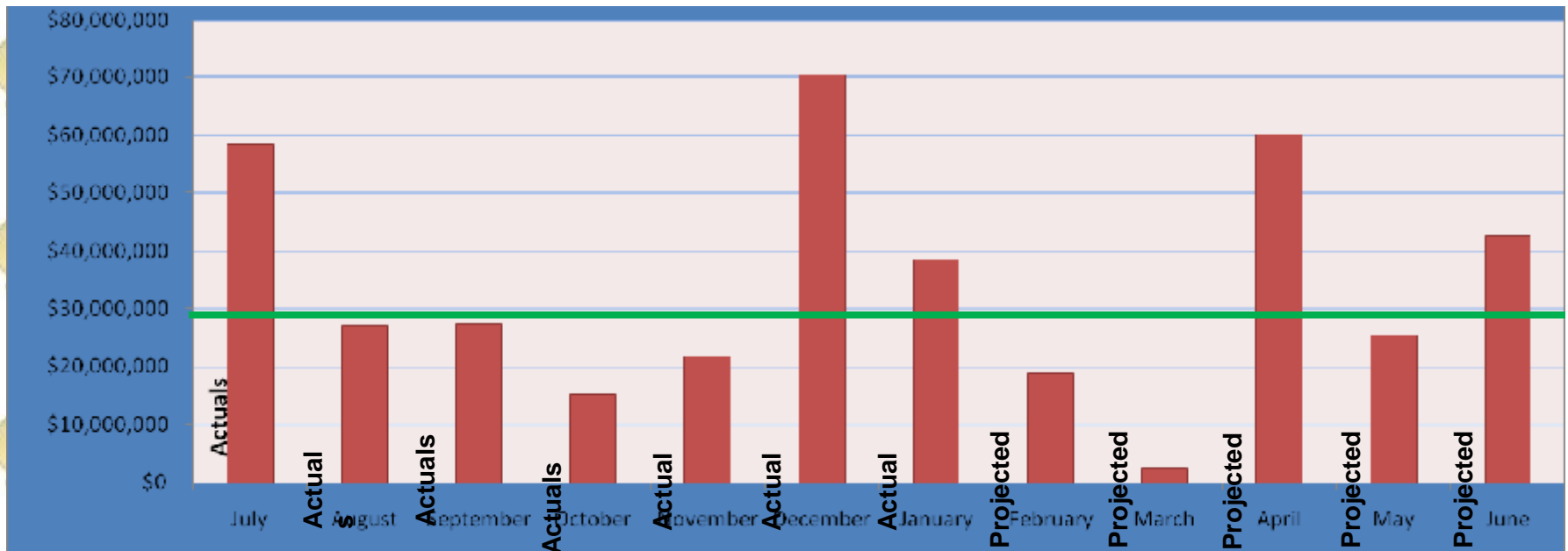
# 2012-13 Monthly Cash Balances as of January 2013



Cash Ending Balance for June 2013 is projected to be \$42 million positive. The projection is based on the following:

- Second Interim Budget
- **Borrowing from the Orange County Treasury- \$60 million**
- Education Protection Account (EPA) payment of \$39.8 million (additional \$9.9 million to be paid in 2013-14)
- Adjusted deferrals schedule including the buy down of \$2.065 in State deferrals (Prop 30)
- One time reserve transfer from Special Revenue Fund (Fund 17) of \$13.6 million

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## Next Steps - Budget



Date	Event or Activity
March / April	Special meetings on Budget Reductions
May 28	Presentation of Third Interim Report
May ?	Budget Update on Governor's May Revise Budget
June 25	Presentation of 2013-14 Budget Adoption

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

MINUTES

REGULAR MEETING  
SANTA ANA BOARD OF EDUCATION

February 12, 2013

CALL TO ORDER

The meeting was called to order at 4:52 p.m. by President Hernández. Other members in attendance were Mr. Palacio, and Ms. Iglesias. Mr. Richardson was absent from the meeting.

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

CLOSED SESSION PRESENTATIONS

Mr. Hernández 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. Dr. Yamagata-Noji arrived during Closed Session.

RECONVENE OPEN MEETING

The Regular Board meeting reconvened at 7:06 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 began her remarks by announcing the theme for the evening, "Our Community, Our Diversity" beginning with the celebration and recognition of African American History Month. She stated that during the month of February, the District joined countless other organizations in recognizing the history and contributions of the African American community.

Dr. Meléndez mentioned that students from Santa Ana High School had a unique cultural experience as they had an opportunity to be among the first visitors of a Holocaust exhibit sponsored by the Foundation for California and the Santa Ana Police Department. Students were moved and positively impacted by what they learned.

On behalf of the District, Dr. Meléndez and Dr. Olsky recognized a group of female students, presenting each honoree with a certificate of recognition as recipients of the Soroptimist International Tustin/Santa Ana Young Women of Achievement Award: Century High School-Nancy Benitez, Stephanie Rivera Karina Silva; Cesar Chavez High School-Laura Arellanes, Glenda Cortes, Evelyn Ramirez, and Yvette Segura; Godinez Fundamental High School-Elizabeth Bautista, Gilda Gallardo, Yesenia Salcedo, and Mariana Sanchez; Lorin Griset Academy-Cassidy Lynn Beavert and Jordan Lilly; Middle College High School-Melizza Herrera, Xitlaly Luna, Clara Romeo, and Kennedy Simon; Saddleback High School-Melissa Macias, Dung "Wendy" Ngo, and Jocelyn Tapia; Santa Ana High School-Cynthia Alvarez, Leslye Echevarria, Stephanie Rosales, and Maria Mayorga; Segerstrom High School-Mabel Alvarez, Noemmi Gonzalez, Jennifer Quijas, and Lynn Ta; Valley High School-Marisol Carrillo, Jocelyne Serafin, Marisol Soto, and Selena Villalobos. Dr. Meléndez commended the young women for being excellent role models to their peers.

Dr. Meléndez concluded her remarks by announcing a benefit concert to raise funds for the Santa Ana High School Choir trip to Carnegie Hall. She invited Ms. Cobb-Woll of Santa Ana High School to the lectern to introduce two alumni vocalists. Mr. Moises Salazar and Mr. Florentino Zarate performed a selection from A Blast from the Past, Alumni Benefit Concert, held Friday, February 22, 2013, at 7:00 p.m. at the Bill Medley Auditorium at Santa Ana High School.

RECOGNITIONS

Classified Employee of the Month for February 2013, David Lopez

President Hernández called Mr. Hammitt to the lectern; he introduced Ms. Ford, Principal at Jefferson Elementary School, and Mr. David Lopez. Mr. Lopez was nominated as Classified Employee of the Month for February 2013 for ensuring that he meets the needs of students, teachers, and parents.

Customer Service Employee of the Month for February 2013, Kim Mancilla

President Hernández called Mr. Hammitt to the lectern; he introduced Mr. Ayala, Principal at Lathrop Intermediate, and Ms. Kim Mancilla. Ms. Mancilla was nominated as Customer Service Employee of the Month for February 2013 because she is innovative and a good communicator, always making parents, students, and staff feel welcomed and valued.

PRESENTATION

Preschool Programs Update

Board President Hernández asked Mr. Mendez, Assistant Superintendent, Elementary Education to step to the lectern.

Mr. Mendez provided highlights of the Early Childhood Education, Head Start, and Special Education's quality programs including locations, educational outcomes, and services provided.

PUBLIC HEARING

Terms of Energy Conservation Services Contract with SunPower Corporation

Board President Hernández declared the Public Hearing open. He asked those wishing to address this item to step to the lectern. After hearing no comments, Mr. Hernández declared the Public Hearing closed.

Change in Order of Agenda

President Hernández received consensus from the Board, to bring forward agenda item 14.0.

14.0 ADOPTION OF RESOLUTION NO. 12/13-2950 - AUTHORIZING AWARD OF CONTRACT TO SUNPOWER CORPORATION FOR ENERGY CONSERVATION SERVICES AT VARIOUS SCHOOL SITES

It was moved by Mr. Palacio, seconded by Dr. Yamagata-Noji, and carried 3-1, Ms. Iglesias dissenting, to adopt Resolution No. 12/13-2950 authorizing award of contract to SunPower Corporation for energy conservation services at various school sites. A copy of Resolution No. 12/13-2950 is attached.

PUBLIC PRESENTATIONS

Board President Hernández asked those wishing to address the Board on matters related to agenda items to step to the lectern. There were no individuals wishing to address the Board.

**1.0 APPROVAL OF CONSENT CALENDAR**

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

1.4, Approval of Expulsion of Students for Violation of California Education Code Sections 48900, 48900.2, 48900.3, 48900.4, 48900.7, and/or 48915(c) According to Board Policy 5144.1 (Student No. 330249 only)

1.11, Approval/Ratification of Listing of Agreements/Contracts with Santa Ana Unified School District and Various Consultants Submitted for Period of January 9, 2013 through January 29, 2013, Atkinson, Andelson, Loya, Ruud & Romo (Listing No. 12 only).

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

- 1.1 Approval of Minutes of Regular Board Meeting - January 29, 2013
- 1.2 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
- 1.3 Ratification of Amendment No. 04 to Subcontract No. 2010-2538 with The Regents of the University of California for California Postsecondary Education Commission Improving Teacher Quality Grant from January 3, 2011 through September 30, 2013
- 1.4 Approval of Expulsion of Students for Violation of California Education Code Sections 48900, 48900.2, 48900.3, 48900.4, 48900.7, and/or 48915(c) According to Board Policy 5144.1

189599 - Community Day

For the violation of Education Code Section 48900, paragraph C that the Board expel the student from the schools of the District, and that the student may apply for readmission on or after June 13, 2013.

190152 - Century High

For the violation of Education Code Section 48900, paragraph A, .4 that the Board expel the student from the schools of the District, and that the student may apply for readmission on or after June 13, 2013.

361810 - MacArthur Fundamental

For the violation of Education Code Section 48900, paragraph A, B that the Board expel the student from the schools of the District, and that the student may apply for readmission on or after February 12, 2014.

310205 - Santa Ana High

For the violation of Education Code Section 48900, paragraph B, K that the Board expel the student from the schools of the District, and that the student may apply for readmission on or after June 13, 2013.

402990 - Santa Ana High

For the violation of Education Code Section 48900, paragraph A, B that the Board expel the student from the schools of the District, and that the student may apply for readmission on or after June 13, 2013.



335454 - Santa Ana High

For the violation of Education Code Section 48900, paragraph B, K that the Board expel the student from the schools of the District, and that the student may apply for readmission on or after June 13, 2013.

312867 - Sierra Intermediate

For the violation of Education Code Section 48900, paragraph B, J, M that the Board expel the student from the schools of the District, and that the student may apply for readmission on or after June 13, 2013.

412753 - Spurgeon Intermediate

For the violation of Education Code Section 48900, paragraph C that the Board expel the student from the schools of the District, and that the student may apply for readmission on or after February 12, 2014.

- 1.5 Approval of Payment and Reimbursement of Costs Incurred for Students with Disabilities for 2012-13 School Year
- 1.6 Approval of Master Contracts and/or Individual Service Agreements with Nonpublic Schools and Agencies for Students with Disabilities for 2012-13 School Year
- 1.7 Approval of Permanent Exemption from Courses in Physical Education for Student with Disability
- 1.8 Approval of Memorandum of Understanding with K to College
- 1.9 Ratification of Purchase Order Summary and Listing of Orders \$25,000 and Over for Period of January 9, 2013 through January 29, 2013
- 1.10 Ratification of Expenditure Summary and Warrant Listing for Period of January 9, 2013 through January 29, 2013
- 1.11 Approval/Ratification of Listing of Agreements/Contracts with Santa Ana Unified School District and Various Consultants Submitted for Period of January 9, 2013 through January 29, 2013
- 1.12 Acceptance of Completion of Contracts for Various Projects Districtwide
- 1.13 Authorization of Contract for Districtwide Computer Energy Management Services

ITEM(S) REMOVED FROM CONSENT CALENDAR FOR DISCUSSION AND SEPARATE ACTION:

1.4, Approval of Expulsion of Students for Violation of California Education Code Sections 48900, 48900.2, 48900.3, 48900.4, 48900.7, and/or 48915(c) According to Board Policy 5144.1 (Student No. 330249 only)

This item was removed to reflect the Board's change for Student No. 330249 only.

330249 - Willard Intermediate

For the violation of Education Code Section 48900, paragraph A that the Board expel the student from the schools of the District, and that the student may apply for readmission on or after June 13, 2013.

It was moved by Mr. Palacio, seconded by Mr. Hernández, and carried 4-0, to approve Option 2 to Option 4, to expel for two semesters and suspend enforcement of the second semester of the expulsion order; the placement to an intermediate school within the District, exclusive of the former intermediate school of attendance.

1.11, Approval/Ratification of Listing of Agreements/Contracts with Santa Ana Unified School District and Various Consultants Submitted for Period of January 9, 2013 through January 29, 2013, Atkinson, Andelson, Loya, Ruud & Romo (Listing No. 12 only).

This item was removed to reflect excluding listing No. 12 only.

It was moved by Dr. Yamagata-Noji, seconded by Mr. Palacio, and carried 4-0, to approve/ratify the listing of agreements/contracts with the Santa Ana Unified School District and various consultants submitted for the period of January 9, 2013 through January 29, 2013, excluding No. 12.

**REGULAR AGENDA - ACTION ITEMS**

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

It was moved by Dr. Yamagata-Noji, seconded by Mr. Palacio, and carried 3-0, Ms. Iglesias not present, to accept gifts in accordance with Board Policy (BP) 3290 - Gifts, Grants, and Bequests. Attached is a listing of the gifts.

3.0 AUTHORIZATION TO OBTAIN REQUEST FOR PROPOSALS FOR AFTER-SCHOOL SERVICE PROVIDERS

It was moved by Mr. Hernández, seconded by Mr. Palacio, and carried 4-0, to authorize staff to obtain Request for Proposals for after-school service providers.

4.0 APPROVAL OF SUBMISSION OF S.D. BECHTEL, JR. FOUNDATION GRANT FOR 2013-18 SCHOOL YEARS

It was moved by Dr. Yamagata-Noji, seconded by Mr. Palacio, and carried 4-0, to approve the submission of the S.D. Bechtel, Jr. Foundation grant application for the 2013-18 school years.

5.0 APPROVAL TO PARTNER WITH UNIVERSITY OF CALIFORNIA, IRVINE ON THE EQUITABLE SCIENCE CURRICULUM FOR ADVANCED PUBLIC EDUCATION GRANT FOR 2014-17 SCHOOL YEARS

It was moved by Mr. Hernández, seconded by Mr. Palacio, and carried 4-0, to approve the partnership with the University of California, Irvine on the Equitable Science Curriculum for Advanced Public Education grant, for the 2014-17 school years.

Mr. Hernández recessed the regular meeting of the Board of Education to convene the Annual Meeting of Santa Ana Unified School District Public Facilities Corporation.

6.0 APPROVAL OF APPOINTMENT OF CORPORATE DIRECTORS TO SANTA ANA UNIFIED SCHOOL DISTRICT PUBLIC FACILITIES CORPORATION

It was moved by Mr. Palacio, seconded by Dr. Yamagata-Noji, and carried 4-0, to approve appointment of corporate directors to the Santa Ana Unified School District Public Facilities Corporation.

Mr. Hernández reconvened the regular Board of Education meeting.

7.0 AUTHORIZATION TO RENEW CONTRACTS FOR CELLULAR SERVICES DISTRICT-WIDE WITH VERIZON WIRELESS AND SPRINT NEXTEL UNDER E-RATE FOR 2013-14 FISCAL YEAR

It was moved by Mr. Palacio, seconded by Dr. Yamagata-Noji, and carried 4-0, to authorize staff to renew contracts for cellular services District-wide, under E-Rate for the 2013-14 fiscal, in the amount of \$185,000 for a period of one year, pursuant to RFP No. 14-12 to Verizon Wireless and Sprint Nextel.

8.0 AUTHORIZATION TO AWARD CONTRACT FOR TELECOMMUNICATION AND INTERNET ACCESS SERVICES DISTRICT-WIDE TO AT&T UNDER E-RATE FOR 2013-14 FISCAL YEAR

It was moved by Mr. Palacio, seconded by Dr. Yamagata-Noji, and carried 4-0, to authorize staff to award a contract for telecommunication and internet access services District-wide, under E-Rate for the 2013-14 fiscal year, in the amount of \$919,945.80, pursuant to RFP No. 04-13, to AT&T, renewable on a yearly basis, for a period not to exceed three years.

9.0 AUTHORIZATION TO AWARD CONTRACT FOR WIDE AREA NETWORK SERVICES DISTRICT-WIDE TO SUNESYS, INC., AND ZAYO, INC., UNDER E-RATE FOR 2013-14 FISCAL YEAR

It was moved by Mr. Palacio, seconded by Dr. Yamagata-Noji, and carried 4-0, to authorize staff to award a contracts for Wide Area Network services District-wide, under E-Rate for the 2013-14 Fiscal year, in the amount of \$1,704,300 for a period not to exceed five years, pursuant to RFP No. 03-13 to Sunesys, Inc., and Zayo, Inc.

10.0 AUTHORIZATION TO AWARD CONTRACT FOR INSTALLATION OF STRUCTURED CABLING SYSTEM AND NETWORK EQUIPMENT TO AT&T AT VARIOUS E-RATE ELIGIBLE SITES

It was moved by Mr. Palacio, seconded by Dr. Yamagata-Noji, and carried 4-0, to authorize staff to award a contract for installation of structured cabling system and network equipment at various E-Rate eligible sites, in the amount of \$29,549,304.04, pursuant to Bid No. 05-13 to AT&T.

- 11.0 AUTHORIZATION TO AWARD CONTRACT FOR AVAYA TELEPHONE SYSTEM MAINTENANCE DISTRICTWIDE TO CONTINUANT, INC., CONTINGENT ON E-RATE FUNDING FOR 2013-14 FISCAL YEAR

It was moved by Mr. Palacio, seconded by Dr. Yamagata-Noji, and carried 4-0, to authorize staff to award a contract for the Avaya telephone system maintenance District-wide, contingent on E-Rate funding for the 2013-14 fiscal year, in the amount of \$23,429.52 renewable on a yearly basis, for a period not to exceed three years to Continuant, Inc.

- 12.0 AUTHORIZATION TO AWARD CONTRACT FOR INTERNET SERVICES DISTRICTWIDE TO ORANGE COUNTY DEPARTMENT OF EDUCATION CONTINGENT ON E-RATE FUNDING FOR 2013-14 FISCAL YEAR

It was moved by Mr. Palacio, seconded by Dr. Yamagata-Noji, and carried 4-0, to authorize staff to award a contract for internet services District-wide, contingent on e-Rate funding for 2013-14 fiscal year, in the amount of \$78,000.00 renewable on a yearly basis, for a period not to exceed three years to the Orange County Department of Education.

- 13.0 AUTHORIZATION TO AWARD CONTRACT FOR CISCOBASE MAINTENANCE AND MAINTENANCE OF NETWORK EQUIPMENT AND CABLING DISTRICTWIDE TO NIC PARTNERS, INC., UNDER E-RATE FOR 2013-14 FISCAL YEAR

It was moved by Mr. Palacio, seconded by Dr. Yamagata-Noji, and carried 4-0, to authorize staff to award a contract for the CiscoBASE maintenance and maintenance of network equipment, and cabling District-wide, under E-Rate for the 2013-14 fiscal year, in the amount of \$260,832.10, pursuant to RFP No. 06-13, to NIC Partners, Inc.

- 14.0 ADOPTION OF RESOLUTION NO. 12/13-2950 - AUTHORIZING AWARD OF CONTRACT TO SUNPOWER CORPORATION FOR ENERGY CONSERVATION SERVICES AT VARIOUS SCHOOL SITES

Action was taken earlier in the meeting.

- 15.0 AUTHORIZATION TO AWARD PIGGYBACK CONTRACT FOR PURCHASE AND INSTALLATION OF SHADE STRUCTURES DISTRICTWIDE TO U.S. SHADE AND FABRIC STRUCTURES, INC.

It was moved by Mr. Hernández, seconded by Dr. Yamagata-Noji, and carried 3-0-1, Ms. Iglesias abstaining, to authorize staff to award a piggyback contract to U.S. Shade and Fabric Structures, Inc., for the purchase and installation of shade structures District-wide, for the period of one year, with the option of the Board annually approving four additional years, pursuant to Public Contract Code Section 20118.

16.0 ACCEPTANCE OF WITHDRAWAL LETTER FROM HORIZONS CONSTRUCTION CO., INTL., FOR BID PACKAGE NO. 17 MODERNIZATION PHASE 2 AT WILLARD INTERMEDIATE SCHOOL UNDER MODERNIZATION PROGRAM

It was moved by Mr. Hernández, seconded by Dr. Yamagata-Noji, and carried 4-0, to accept the withdrawal letter from Horizons Construction Co., Intl., for Bid Package No. 17 Modernization Phase 2 at Willard Intermediate School under Modernization Program.

17.0 AUTHORIZATION TO AWARD CONTRACT FOR BID PACKAGE NO. 17 MODERNIZATION PHASE 2 AT WILLARD INTERMEDIATE SCHOOL UNDER MODERNIZATION PROGRAM

It was moved by Dr. Yamagata-Noji, seconded by Mr. Hernández, and carried 3-0-1, Ms. Iglesias abstained, to authorize staff to award a contract to Park West Landscape, Inc., for Bid Package No. 17 Modernization Phase 2 at Willard Intermediate School in the amount of \$1,706,000 under the Modernization Program.

18.0 APPROVAL OF PERSONNEL CALENDAR

It was moved by Dr. Yamagata-Noji, seconded by Ms. Iglesias, and carried 4-0, to approve the Personnel Calendar. Copy attached.

19.0 ADOPTION OF RESOLUTION NO. 12/13-2952 - DECLARING FEBRUARY 2013 AS AFRICAN AMERICAN HISTORY MONTH

It was moved by Mr. Hernández, seconded by Dr. Yamagata-Noji, and carried 4-0, to adopt Resolution No. 12/13-2952 decalring February 2013 as African American History Month. Copy of Resolution No. 12/13-2952 attached.

20.0 BOARD AND STAFF REPORTS/ACTIVITIES

Dr. Yamagata-Noji

- Attended a CSBA Board of Director's meeting; two major areas of focus for CSBA that relate to the District are closing the achievement gap and the conditions of children; proud of the fact that the District is doing great work.

Mr. Palacio

- Read a few press releases from local communities regarding translation services being provided; acknowledged District staff for providing these services.
- Thanked Head Start staff for preparing for the audit.
- Thanked the Soroptimist for their involvement with the District.

Ms. Iglesias

- Attended the Conditions of Children in Orange County conference; amazing to see the community come together; found it very uplifting.
- Will be attending the Orange County School Boards Association meeting.

**REPORT OF ACTION TAKEN IN CLOSED SESSION**

By a vote of 4-0, the Board took action to terminate Cool Air Supply's contract with the District as the general contractor on the District's Spurgeon Intermediate School Modernization Project No. 04-11001, and directed District staff to negotiate a "take over" agreement with Cool Air's performance bond Surety to complete the project pursuant to the terms of Cool Air Supply's contract with the District. District staff will bring that contract back to the Board for approval.

**ADJOURNMENT**

There being no further business to come before the Board, the meeting was adjourned at 9:28 p.m.

The next Regular Meeting will be held on Tuesday, March 12, 2013, at 6:00 p.m.

ATTEST:

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

**RESOLUTION NO. 12/13-2950**

**RESOLUTION OF THE BOARD OF EDUCATION OF  
THE SANTA ANA UNIFIED SCHOOL DISTRICT**

**RESOLUTION FOR APPROVAL OF  
ENERGY CONSERVATION SERVICES CONTRACT IN THE FORM OF AN  
CONTRACT FOR DESIGN AND CONSTRUCTION WITH  
SUNPOWER CORPORATION SYSTEMS**

**WHEREAS**, SunPower Corporation Systems, Inc. ("SunPower") has represented to the Santa Ana Unified School District ("District") that SunPower has developed certain procedures for the design and installation of energy conservation measures as defined in Government Code section 4217.11 ("Energy Conservation Measures"); and

**WHEREAS**, SunPower has analyzed the energy needs of the following District school sites:

- (1) Century High School, located at 1401 S. Grand Avenue, Santa Ana, CA 92705
- (2) Douglas MacArthur Fundamental Intermediate School, located at 600 W. Alton Avenue, Santa Ana, CA 92707
- (3) Gerald P. Carr Intermediate, located at 2120 W. Edinger Avenue, Santa Ana, CA 92704
- (4) Jim Thorpe Fundamental Elementary, located at 2450 W. Alton Avenue, Santa Ana, CA 92704
- (5) Martin R. Heninger Elementary School, located at 417 W. Walnut Street, Santa Ana, CA 92701
- (6) McFadden Intermediate, located at 2701 S. Raitt Street, Santa Ana, CA 92704
- (7) Santa Ana High School, located at 520 W. Walnut Street, Santa Ana, CA 92701
- (8) Segerstrom High School, located at 2301 W. MacArthur Boulevard, Santa Ana, CA 92704
- (9) Taft Elementary School, located at 500 W. Keller Avenue, Santa Ana, CA 92707
- (10) Valley High School, located at 1801 S. Greenville Street, Santa Ana, CA 92704

(collectively "School Sites") and has represented that SunPower's provision of Energy Conservation Measures to the School Sites will result in a reduction in energy consumption or demand that will result in net cost savings to the District ("Cost Savings"). A copy of an energy cost analysis is attached as **Exhibit "A"** and incorporated herein ("Energy Analysis"); and

**WHEREAS**, based upon the Energy Analysis and presentation by District staff and its consultants, the cost to the District for SunPower to provide and install the Energy Conservation Measures will be less than the anticipated marginal cost to the District of thermal, electrical, or other energy that would have been consumed by the District in the absence of the Energy Conservation Measures; and

47       **WHEREAS**, Government Code section 4217.12 (a)(1) authorizes a public agency to  
48 enter into an energy service agreement with respect to Energy Conservation Measures if the  
49 District's governing board finds that the anticipated cost to the District for the Energy  
50 Conservation Measures provided by the energy conservation facility will be less than the  
51 anticipated marginal costs to the District of thermal, electrical or other energy that would have  
52 been consumed by the District in the absence of such purchases; and

53  
54       **WHEREAS**, the District has determined that the District payment to SunPower is  
55 anticipated to be offset by below-market energy purchases or other benefits provided under the  
56 terms of the energy services contract with SunPower ("Contract") pursuant to Government Code  
57 section 4217.12(a)(2); and

58  
59       **WHEREAS**, on this date, pursuant to Government Code section 4217.10 *et seq.*, the  
60 governing board of the District held a public hearing with respect to the District entering into the  
61 Contract with SunPower. A copy of the form of Contract is attached hereto as Exhibit "B" and  
62 incorporated herein; and

63  
64       **WHEREAS**, the District desires to retain SunPower to provide, install, and maintain the  
65 Energy Conservation Measures pursuant to the terms and conditions of the Contract.

66  
67       **NOW, THEREFORE**, it is found, determined and resolved by the Governing Board of the  
68 District as follows:

- 69  
70       1. That the District held a public hearing at a regularly scheduled meeting of the Governing  
71 Board.  
72  
73       2. Based upon reports of staff, reviewed by the Board in connection herewith, and pursuant to  
74 Government Code section 4217.12, the Board finds that the anticipated cost to the District for  
75 the Energy Conservation Measures provided pursuant to the terms of the Contract will be less  
76 than the anticipated marginal costs to the District of thermal, electrical or other energy that  
77 would have been consumed by the District in the absence of such purchases, as described in  
78 Exhibits "A" and "B."  
79  
80       3. That the District's payment to SunPower is anticipated to be offset by below-market energy  
81 purchases or other benefits provided under the Contract.  
82  
83       4. It is in the best interests of the District to enter the Contract pursuant to the terms as indicated  
84 in the form of Contract attached as Exhibit "B," subject to minor revisions approved by staff  
85 and legal counsel that do not alter or reduce the "best interest" approved in this Resolution.  
86  
87       5. That the District's superintendent or her designee is authorized to enter into the Contract  
88 pursuant to the terms as indicated in the form of Contract attached as Exhibit "B," subject to  
89 minor revisions approved by staff and legal counsel that do not alter or reduce the "best  
90 interest" approved in this Resolution and to take all steps and perform all actions necessary to  
91 execute and implement that Contract and to take any actions deemed necessary to best  
92 protect the interests of the District.



93 **PASSED AND ADOPTED** by the Governing Board of Education the Santa Ana Unified  
94 School District, this 12<sup>th</sup> day of February, 2013, by the following vote:  
95

96 AYES: Jose A. Hernandez, Audrey Yamagata-Noji, and John Palacio

97 NOES: Cecilia Iglesias

98 ABSTAINED:

99 ABSENT: Rob Richardson

100

### CERTIFICATION

101

102

103 I, Audrey Yamagata-Noji, Ph.D, Clerk of the Governing Board of Education of the Santa Ana  
104 Unified School District, Orange County, State of California, do hereby certify that the foregoing  
105 Resolution was duly approved and adopted by the Board of Education of said district at a  
106 meeting thereof held on the 12<sup>th</sup> day of February, 2013, with a copy of such Resolution being on  
107 file in the Administrative Office of said District.

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Attachments:

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Exhibit A – Energy Analysis

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Exhibit B – Form of Contract

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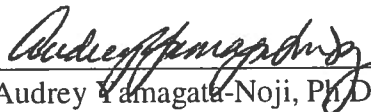
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Audrey Yamagata-Noji, Ph.D.  
Clerk, Board of Education

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**Exhibit A – Energy Analysis**

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**Exhibit B – Form of Contract**

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RESOLUTION NO. 12/13-2952  
BOARD OF EDUCATION  
SANTA ANA UNIFIED SCHOOL DISTRICT  
ORANGE COUNTY, CALIFORNIA  
AFRICAN AMERICAN HISTORY MONTH  
FEBRUARY 2013

WHEREAS, Americans of African descent helped develop our nation in countless ways, those recognized, unrecognized, and unrecorded; and,

WHEREAS, African American history reflects a determined spirit of perseverance and cultural pride in its struggle to equally share in the opportunities of a nation founded upon the principles of freedom and liberty for all people ; and,

WHEREAS, African American citizens have participated in every American effort to secure, protect, and maintain the essence and substance of American democracy, as reflected by California Education Code Section 37221 (d) which establishes March 5 as Black American Day to commemorate the anniversary of the death of Crispus Attucks, the first African American martyr of the Boston Massacre; and,

WHEREAS, the California Board of Education recognized in its Multicultural Education Policy that each student needs an opportunity to understand the common humanity underlying all people; to develop pride in his or her own identity and heritage; and to understand, respect, and accept the identity and heritage of others; and,

WHEREAS, the History-Social Science Framework of California Public Schools, Kindergarten through grade 12, states that the history curriculum of community, state, region, nation, and world must reflect the experiences of men and women and of different racial, religious, and ethnic groups and must be integrated at every level.

1 NOW, THEREFORE, BE IT RESOLVED: That the Santa Ana Board of Education  
2 proclaims the month of February 2013 as *African American History Month* and  
3 encourages all schools, community organizations, businesses, and the City of Santa  
4 Ana to commemorate this occasion with appropriate instructional and celebratory  
5 activities.

6 Upon motion of Member Yamagata-Noji and duly seconded, the foregoing  
7 Resolution was adopted by the following vote:

8 AYES: José Hernández, Audrey Yamagata-Noji, John Palacio, and Cecilia  
9 Iglesias

10 NOES:

11 ABSENT:

12 STATE OF CALIFORNIA )  
13 ) ss.  
14 COUNTY OF ORANGE )

15  
16 I, Thelma Meléndez de Santa Ana, Secretary of the Board of Education of the  
17 Santa Ana Unified School District of Orange County, California, hereby certify  
18 that the above and foregoing Resolution was duly adopted by the said Board at a  
19 regular meeting thereof held on the 12 day of February, 2013, and passed by a vote  
20 of 4-0 of said Board.

21 IN WITNESS WHEREOF, I have hereunto set my hand this 13 day of February,  
22 2013.

23  
24 

25 Thelma Meléndez de Santa Ana, Ph.D.  
26 Secretary  
27 Board of Education  
Santa Ana Unified School District

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar  
 Board Meeting - February 12, 2013**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>RESIGNATIONS</b>					
Kling, Terry	Librarian	Godinez Educational Services Secondary Division	February 8, 2013		Accepted another position - 1 year and 6 months
Vicario, Robert	Curriculum Specialist		January 18, 2013		Accepted another position - 22 years
<b>RESIGNATION CHANGE IN DATE</b>					
Glauser, Jennifer	Teacher	Lathrop	From February 13, 2013 to February 5, 2013		Moving, Family Responsibilities, Personal - 1 year
<b>NEW HIRES/RE-HIRES</b>					
Cater, Rose	Teacher	Garfield	January 24, 2013		New Hire - Temporary 44920 (partial contract 21%)
Martin, Erica	Teacher	Segerstrom	January 28, 2013		New Hire - Temporary 44909
Micka, Justin	Teacher	Saddleback	January 30, 2013		New Hire - Probationary I
Palomino, Carina	Teacher	Willard	January 30, 2013		New Hire - Temporary 44909

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

**Personnel Calendar  
 Board Meeting - February 12, 2013  
 CERTIFICATED PERSONNEL CALENDAR**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>ABSENCE (3 to 20 duty days) - Without Pay with Benefits</b>					
Landers, Linda	Teacher	Spurgeon	January 14, 2013	January 25, 2013	Personal
<b>ABSENCE (3 to 20 duty days) - Without Pay and Without Benefits</b>					
Fruhirth, Lisa	Teacher	Davis	January 29, 2013	May 30, 2013	Family Responsibilities
<b>FAMILY CARE AND MEDICAL LEAVE ABSENCE (3 to 20 duty days) - Paid with Benefits</b>					
Newland, Taia	Teacher	Roosevelt	January 24, 2013	January 24, 2013	Statutory
Silva, Christine	Counselor	MacArthur	January 17, 2013	January 25, 2013	Statutory
<b>FAMILY CARE AND MEDICAL LEAVE ABSENCE (3 to 20 duty days) - Without Pay with Benefits</b>					
Luna, Araceli	Teacher	King	January 22, 2013	January 29, 2013	Statutory
<b>FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Paid with Benefits</b>					
Aguila, Dawn	Teacher	Staff Development	March 1, 2013	April 15, 2013	Statutory
Breckenridge, Paul	Teacher	Santiago	January 30, 2013	April 29, 2013	Statutory
Byrd, Denise	Teacher	Thorpe	November 1, 2012	February 26, 2013	Statutory
Edelen, Claire	Teacher	Century	January 29, 2013	March 13, 2013	Statutory
Henson, Mark	Teacher	Segerstrom	February 4, 2013	March 15, 2013	Statutory
Johnson, Maria	Teacher	Segerstrom	January 15, 2013	March 12, 2013	Statutory

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

**CERTIFICATED PERSONNEL CALENDAR**

Personnel Calendar  
Board Meeting - February 12, 2013

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Without Pay with Benefits</b>					
Newland, Taia	Teacher	Roosevelt	January 25, 2013	March 29, 2013	Statutory
<b>CALIFORNIA FAMILY RIGHTS ACT (CFRA) - Without Pay and Without Benefits</b>					
Luna, Araceli	Teacher	King	January 30, 2013	March 15, 2013	Statutory
Newland, Taia	Teacher	Roosevelt	January 25, 2013	March 29, 2013	Statutory
<b>EXTENSION OF FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Paid with Benefits</b>					
Beach, Nancy	Teacher	Lorin Grisct	January 21, 2013	January 28, 2013	Statutory
Luna, Araceli	Teacher	King	January 15, 2013	January 18, 2013	Statutory
Phan, Vivien	Psychologist	Psychological Services	January 21, 2013	February 8, 2013	Statutory
<b>EXTENDED WORK YEAR 2012-13</b>					
Meyers, Kathleen	Teacher	Lathrop	January 29, 2013	June 13, 2013	Extra Period
<b>EXTRA DUTY 2012-13</b>					
Aguila, Dawn	Teacher	Special Education	January 2, 2013	January 9, 2013	Regular Hourly Rate
Garcia, Kimberly A.	Teacher	Special Education	January 2, 2013	January 9, 2013	Regular Hourly Rate
<b>WINTER SPORTS 2012-13</b>					
Belida, Ryan	Assistant Coach	Valley	2012-13		Basketball (Boys)

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



**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar  
Board Meeting - February 12, 2013**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>WINTER SPORTS 2012-13 (Continued)</b>					
Delgado, Gabriel	Head Coach	Valley	2012-13		Basketball (Boys)
Lammers, Frederick	Head Coach	Valley	2012-13		Water Polo (Girls)
Mora, Hector	Head Coach	Valley	2012-13		Wrestling (Boys)
Ortiz, Brenda	Head Coach	Valley	2012-13		Basketball (Girls)
Sanchez, Jose C.	Head Coach	Valley	2012-13		Soccer (Boys)
Terwilliger, Erik	Assistant Coach	Valley	2012-13		Water Polo (Girls)
<b>ADMINISTRATIVE SUBSTITUTE</b>					
Almaguer, Stephanie	Administrative Substitute	Carr	February 1, 2013	March 29, 2013	
Bryan, Carol	Administrative Substitute	Carr	January 22, 2013	January 31, 2013	
<b>CABINET CONTRACTS</b>					
Mendez, Herman	Assistant Superintendent Elementary Division	Educational Services Elementary Division	July 1, 2013	June 30, 2015	
Miller, Dawn	Assistant Superintendent Secondary Division	Educational Services Secondary Division	July 1, 2013	June 30, 2015	

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

**AGENDA ITEM REQUESTS  
CERTIFICATED  
2012-13**

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
CAHSEE Preparation Classes	Santa Ana	EIA-SCE	\$4,750	February 13, 2013
Computer Lab Time Intervention - Certificated (Ratification)	Diamond	EIA-LEP	\$2,000	January 30, 2013
District Writing Assessment Scores Grades 6-12 Retired Teachers (Ratification)	English Learner Programs & Student Achievement	Title I	\$13,320	January 31, 2013
Expository Reading and Writing Courses Teacher Meetings/Collaboration (Ratification)	Educational Services Secondary Division	Title I	\$10,404	January 16, 2013
Hacia Adelante Tutor - Program Planning Intervention Teacher 3-4 Grades	English Learner Programs & Student Achievement	Title I	\$14,682	February 13, 2013
Migrant Education Tutoring Services	Garfield	EIA-SCE	\$3,500	February 13, 2013
PBIS/Wellness Support	Migrant Education Program & English Learner Programs	Migrant Education Program	\$60,000	February 13, 2013
RTI Intervention	Garfield	Title I	\$1,800	March 13, 2013
Santa Ana Strings VAPA Extra Duty - Certificated (Ratification)	Garfield	EIA-LEP	\$6,600	March 13, 2013
SIG Academic Field Trips (Ratification)	Special Projects	Title I	\$39,000	February 5, 2013
SIG Extended Learning Tutoring & Enrichment (Correction previously approved June 26, 2012)	Saddleback	SIG	\$9,500	January 29, 2013
Summer AVID Institute (Ratification)	Willard	SIG	From \$20,000 to \$38,000	January 1, 2013
	Middle College	OCDE- Destination Graduation	\$346	August 5, 2012



**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar  
Board Meeting - February 12, 2013**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>RESIGNATIONS</b>						
Estrada, Alejandra	Instr. Asst. Sev. Dis.	Santa Ana	February 6, 2013			Personal - 3 months
Morgan, Kara	SSP Sp. Ed.	Mendez	January 25, 2013			Personal - 3 months
<b>ABSENCES (3 to 20 duty days) - Without Pay</b>						
Aguilar, Felipa	Fd. Svc. Wkr.	McFadden	October 29, 2012	December 1, 2012		Personal
McMillan, Lisa	Headstart Teacher	Child Dev.	January 14, 2013	February 12, 2013		Personal
Nuñez, Julio	Library Media Tech.	Saddleback	January 18, 2013	April 26, 2013		Personal
Perez, Lucy	Headstart Teacher	Child Dev.	November 26, 2012	December 21, 2012		Personal
Wilson, Patty	Lead Preschool Teacher	ECE	May 30, 2013	June 14, 2013		Personal
<b>CALIFORNIA FAMILY RIGHTS ACT (CFRA) - Without Pay</b>						
Lara, Amanda	Headstart Teacher	Child Dev.	January 28, 2013	March 1, 2013		Statutory Leave
Rangel, Laura	Instr. Asst. Sev. Dis.	Santa Ana	January 14, 2013	March 15, 2013		Statutory Leave
<b>FAMILY CARE &amp; MEDICAL LEAVES (3 to 20 duty days) - Paid</b>						
Castorena, Esperanza	Bus Cook Aide	ECE	December 29, 2012	January 25, 2013		Statutory Leave
Soto, Angelica	Headstart Teacher	Child Dev.	January 16, 2013	January 18, 2013		Statutory Leave

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar  
 Board Meeting - February 12, 2013**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>FAMILY CARE &amp; MEDICAL LEAVES (21 duty days or more) - Paid</b>						
Lara, Amanda	Headstart Teacher	Child Dev.	January 28, 2013	March 1, 2013		Statutory Leave
Penunuri, Valerie	Preschool Teacher	ECE	February 15, 2013	March 29, 2013		Statutory Leave
Ponce, Patricia	Payroll Clerk	Payroll Dept.	January 7, 2013	February 8, 2013		Statutory Leave
Velasco, Jose	Rv. Ld. Custodian	Bldg. Svcs.	January 7, 2013	February 8, 2013		Statutory Leave
<b>LEAVE (21 duty days or more) - Without Pay</b>						
Perez, Lucy	Headstart Teacher	Child Dev.	January 14, 2013	June 14, 2013		Personal
<b>PROBATIONARY APPOINTMENTS</b>						
Duenas, Vanessa	SSP Sp. Ed.	Santiago	January 22, 2013		19/1	
Molina, Laura	SSP Sp. Ed.	Saddleback	January 25, 2013		19/1	
<b>PROMOTIONAL APPOINTMENT</b>						
Bravo-Solis, Miguel	Rv. Ld. Custodian	Bldg. Svcs.	February 4, 2013		28/1 + Diff.	
<b>REAPPOINTMENT</b>						
Espidio, Martha	Fd. Svc. Wkr.	Food Svcs.	January 23, 2013		11/6	

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar  
Board Meeting - February 12, 2013**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>ADJUSTMENT OF WORKING ASSIGNMENTS</b>						
Arciga-Gonzalez, Evelyn	SLPA	Mitchell	August 22, 2012			From 6.5 hrs. to 19.5 hrs.
Gutierrez, Edward	Teacher's Aide	Child Dev.	August 20, 2012			From 3.9 hrs. to 8 hrs.
Petros, Diana	SLPA	Speech Dept.	August 22, 2012			From 5.2 hrs. to 6.5 hrs.
<b>TEMPORARY APPOINTMENTS - Out of Class Compensation</b>						
Avalos, Matilda	Sch. Off. Asst. Sec.	Valley	February 1, 2013	February 22, 2013	24/3	
Barrett, Shawn	Plant Custodian Int.	Bldg. Svcs.	December 27, 2012	January 4, 2013	32/1	
Chavez, Robert	Help Desk Analyst	ITC	November 2, 2012	January 31, 2013	48/5	
Jimenez, Anabel	Fd. Svc. Spvr. Elem.	Food Svcs.	December 17, 2012	June 13, 2013	15/1	
Marquez, Cynthia	Attendance Tech.	Willard	January 28, 2013	February 1, 2013	24/3	
Pecharich, Joseph	Electrical/Electronic Spvr.	Bldg. Svcs.	November 27, 2012	December 10, 2012	46/3	Correction of Salary
<b>ACTIVITY SUPERVISOR</b>						
Kuo, Kenny	Activity Spvr.	Segerstrom	January 22, 2013			
<b>HOURLY APPOINTMENTS</b>						
Ellis, Ruth	Instr. Provider	McFadden	January 21, 2013			
Flores, Zaira	Instr. Provider	Santa Ana	January 23, 2013			

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar  
 Board Meeting - February 12, 2013**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>SUBSTITUTES</b>						
Aguirre, Norma	Fd. Svc. Wkr.		January 29, 2013		11/1	
Anaya, Liliana	Fd. Svc. Wkr.		January 29, 2013		11/1	
Angel Felix, Wendy	Fd. Svc. Wkr.		January 18, 2013		11/1	
Autagavaia, Stephanie	Fd. Svc. Wkr.		January 22, 2013		11/1	
Bermejo Mora, Juanita	Fd. Svc. Wkr.		January 22, 2013		11/1	
Bishop Sr., Michael	Administrative Sub.	District Office	December 27, 2012		\$106.15	Correction of Date
Diaz, Jose	Fd. Svc. Wkr.		January 29, 2013		11/1	
Escobar Contreras, Nancy	Fd. Svc. Wkr.		January 29, 2013		11/1	
Madrigal, Martha	Instructional Asst.		January 24, 2013		19/1	
Ros, Brian	Instructional Asst.		January 17, 2013		19/1	
Ruiz, Idalia	Fd. Svc. Wkr.		January 29, 2013		11/1	
Silvas, Alexis	Instructional Asst.		January 23, 2013		19/1	

**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>
After School & Saturday Intervention - Classified (Ratification)	Diamond Elementary School	EIA-LEP	\$1,500	January 30, 2013
Childcare	Sepulveda Elementary School	Title I	\$500	March 13, 2013
Childcare Provider/Activity Supervisor (Ratification)	Madison Elementary School	EIA-SCE	\$5,000	December 12, 2012
Classified Extra Duty	Lorin Grisnet Academy	General	\$250	March 13, 2013
Classified Extra Duty	Lorin Grisnet Academy	General	\$250	March 13, 2013
Clerical Extra Duty (Ratification)	Lorin Grisnet Academy	General	\$1,000	January 14, 2013
Extra Duty for Classified Employees (Ratification)	Kennedy Elementary School	EIA	\$2,000	September 26, 2012
McKinney-Vento Services (Ratification)	Center Street Site - Pupil Support Services	McKinney-Vento Homeless Education Title X Part A Set- Aside Budget	\$5,000	January 15, 2013
Paraprofessionals/Translators (Ratification)	Lincoln	EIA-SCE	\$7,000	January 1, 2013
Saturday Math Academy Extended Learning: Tutors	Willard Intermediate School	EIA	\$3,000	February 13, 2013
SIG Classified Extra Duty Clerical, Community Liaison & Call Center (Increase) (Ratification)	Willard Intermediate School	SIG	\$39,000	January 1, 2013
Tutoring Intervention English Learners	Muir	EIA-SCE	\$6,373	February 13, 2013



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

MINUTES

SPECIAL BOARD STUDY SESSION  
SANTA ANA BOARD OF EDUCATION

February 26, 2013

CALL TO ORDER

The meeting was called to order at 4:54 p.m. by President Hernández. Other members in attendance were Mr. Richardson Mr. Palacio, and Ms. Iglesias.

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

PLEDGE OF ALLEGIANCE

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

CLOSED SESSION PRESENTATIONS

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

Mr. Jules Miller and Mr. Anthony Heard addressed the Board on a Closed Session matter. Dr. Yamagata-Noji arrived during presentation.

RECESS TO CLOSED SESSION

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

RECONVENE OPEN MEETING

The Regular Board meeting reconvened at 8:20 p.m.

PLEDGE OF ALLEGIANCE

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

Change in Order of Agenda

PUBLIC PRESENTATIONS

Board President Hernández asked those wishing to address the Board on matters related to agenda items to step to the lectern. Valley High teachers Benjamin Vazquez, Maleah Dhenin, Eric Terwilliger, Ana Landrian, Darren Shimasaki, and Peter Boyd, SAEA Representative, addressed the Board regarding tardy sweeps at Valley High School.

PRESENTATION

Common Core State Standards Implementation Six-Month Update

Board President Hernández asked Dr. Rodriguez, Director, Elementary Student Achievement to step to the lectern.

Dr. Rodriguez provided a presentation focusing on a six-month update regarding the Common Core State Standards highlighting the significant steps the District has made as it leads the way to an effective implementation of the Common Core State Standards in the State of California.

DISCUSSIONS

Board Policy 3100 (a) - Business and Noninstructional Operations, Budget

Following discussion and pertinent information provided by Board members, clarification of this item was made. A recommendation to consider a change to the Board Policy language will be on the next Regular Board Meeting Agenda scheduled on March 12, 2012.

Goals and Initiatives for 2013-14 School Year

Following discussion, feedback, and suggestions provided by Board members, the Board provided direction to District staff in regards to the District's Strategic Goals and initiatives.

**1.0 APPROVAL OF CONSENT CALENDAR**

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

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

309052 - Santa Ana

For the violation of Education Code Section 48900, paragraph C, J that the Board expel the student from the schools of the District, and that the student may apply for readmission on or after June 13, 2013.

Mr. Richardson left the Regular Board Meeting at 9:33 p.m.

**REGULAR AGENDA - ACTION ITEMS**

- 2.0 AUTHORIZATION TO OBTAIN CALIFORNIA OFFICE TO REFORM EDUCATION ELEMENTARY SECONDARY EDUCATION ACT WAIVER PROPOSAL

It was moved by Mr. Hernández, seconded by Dr. Yamagata-Noji, and carried 4-0, Mr. Richardson not present, authorize staff to obtain California Office to Reform Education (CORE) Elementary Secondary Education Act (ESEA) waiver proposal.

**REPORT OF ACTION TAKEN IN CLOSED SESSION**

By a vote of 5-0, the Board took action to adopt resolution regarding termination of certificated employee, as named in Closed Session, effective March 6, 2013.

**ADJOURNMENT**

There being no further business to come before the Board, the meeting was adjourned at 9:46 p.m.

The next Regular Meeting will be held on Tuesday, March 12, 2013, at 6:00 p.m.

ATTEST:

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

**AGENDA ITEM BACKUP SHEET**  
**March 12, 2013**

**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:mb



SANTA ANA UNIFIED SCHOOL DISTRICT - EXTENDED FIELD TRIPS  
RECOMMENDED FOR APPROVAL - March 12, 2013

Date:	Schools/Location:	Funding and Cost:	Student(s):	Staff and Chaperone:
February 7-9, 2013 (Thursday-Saturday)  Ratification	Godinez Fundamental High School Girls Wrestling Team Girls CIF Wrestling Championships Rancho Verde High School Moreno Valley	\$150 per student(s) (cost paid by District Fund)	10	3
February 14-16, 2013 (Thursday-Saturday)  Ratification	Godinez Fundamental High School Boys Wrestling Team Boys CIF Wrestling Championships Los Osos High School Rancho Cucamonga	\$150 per student(s) (cost paid by District Fund)	11	3
February 15-16, 2013 (Friday-Saturday)  Ratification	Valley High School Boys Wrestling Team Boys CIF Wrestling Championships Moorpark High School Moorpark	\$125 per student(s) (cost paid by District Fund)	7	2
February 21-23, 2013 (Thursday-Saturday)  Ratification	Godinez Fundamental and Valley High Schools Girls Wrestling Team CIF State Championships Lemoore High School Lemoore	\$150 per student(s) (cost paid by District Fund)	7	5
February 28-March 2, 2013 (Thursday-Saturday)  Ratification	Santa Ana High School Boys Wrestling Team Boys CIF State Championships Bakersfield/Rabobank Area Bakersfield	\$130 per student(s) (cost paid by District Fund)	5	3

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

March 21-23, 2013 (Thursday-Saturday)	Segerstrom High School California All-State Honor Choir students San Jose University San Jose	\$765 per student(s) (cost paid by ASB Fund)	3	1
March 21-24, 2013 (Thursday-Sunday)	Valley High School Leadership students State Leadership Conference and Competition Sacramento Conference Center Sacramento	\$80 per student(s) (cost paid by SIG Grant Fund)	13	3
March 22-24, 2013 (Friday-Sunday)	Segerstrom High School Key Club students 67 <sup>th</sup> District Convention Anaheim Marriot Hotel Anaheim	\$170 per student(s) (cost paid by ASB Fund and donation from Santa Ana Kiwanis)	30	3
April 1-6, 2013 (Monday-Saturday)	MacArthur Fundamental Intermediate School American Heritage Club Boston, MA and New York, NY	\$2,625 per student(s) (cost paid by ASB Fund)	40	8
April 5-7, 2013 (Friday-Sunday)	Saddleback High School VAPA/Band students Tour of San Francisco and Great America theme park San Francisco	\$300 per student(s) (cost paid by ASB Fund)	30	3
June 17-22, 2013 (Monday-Saturday)	Century, Godinez Fundamental, Saddleback, Santa Ana Segerstrom, and Valley High Schools California Girls State McKenna College Claremont	\$400 per student(s) (cost paid by ASB Fund)	6	0

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

<p>June 22-29, 2013 (Saturday-Saturday)</p>	<p>Century, Godinez Fundamental, Saddleback, Santa Ana, Segerstrom, and Valley High Schools California Boys State Sacramento State University Sacramento</p>	<p>\$400 per student(s) (cost paid by ASB Fund)</p>	<p>6</p>	<p>1</p>
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*Funding and costs for participation in educational activities related to field trips are in compliance with the ACLU settlement.*

**AGENDA ITEM BACKUP SHEET**  
**March 12, 2013**

**Board Meeting**

**TITLE:**                   **Approval of Expansion of Current One Semester World Regional Geography Course to Include a Two-Semester Course**

**ITEM:**                   **Consent**

**SUBMITTED BY:** **Heather Griggs, Ed.D., Executive Director, School Renewal**

**PREPARED BY:** **Heather Griggs, Ed.D., Executive Director, School Renewal**

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval to expand the current one semester World Regional Geography course to include a two-semester course.

**RATIONALE:**

This would be a full-year course for students and expand to the current syllabus for depth. The course will be offered for one semester or two-semesters to reach more students to meet the graduation requirements. Students will study the world by looking at location, place, region, movement, and human-environment interaction. Students will be challenged to make connections between different regions and cultures in preparation for the 10<sup>th</sup> grade World History and 11<sup>th</sup> grade United States courses. Students will engage in a rigorous curriculum which will focus on literacy and preparation for the Social Science courses in the California High School Exit Examination, California Standards Test, and Scholastic Aptitude Test exams. The students will be able to:

1. Show connections between the regional mosaic of the world and the larger social, economic, and political trends, and developments of history.
2. Utilize a variety of maps and documents to interpret human movement, including major patterns of migration, the frictions that develop between population groups, and the diffusion of ideas, technological innovations, and goods.
3. Relate world events to the physical and human characteristics of places and regions.
4. Analyze human modifications of landscapes and examine the resulting environmental policy issues.
5. Collect, evaluate, and employ information from multiple primary and secondary sources and apply it in oral and written presentations.

The course currently meets the “A-G” requirement for University of California admissions, as well as the criteria for Honors/Advanced Placement designation.

**FUNDING:**

Not Applicable



**RECOMMENDATION:**

Approve the expansion of the current one semester World Regional Geography course to include a two-semester course.

HG:lr

A handwritten signature in black ink, appearing to be "HG:lr", enclosed within a hand-drawn oval.

**AGENDA ITEM BACKUP SHEET**  
**March 12, 2013**

**Board Meeting**

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

**ITEM:** Consent

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

**PREPARED BY:** Sonia Rodarte, Director, School Climate

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**BACKGROUND INFORMATION:**

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

**RATIONALE:**

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

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

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

# Recommendations for Expulsions

Board Meeting: March 12, 2013

	<u>Student Name</u>	<u>School/Grade</u>	<u>Charges</u>	<u>Recomm. Options</u>	<u>Placement</u>	<u>Date Eligible to Reapply</u>
1	312126	Century/11	C	2A	Special Education	03/12/14
2	332999	Mendez/7	N	2A	Community Day Int.	03/12/14
3	308272	Saddleback/9	A	2	Special Education	01/13/14
4	337974	Saddleback/9	A	2	County	01/13/14
5	312780	Sierra/8	C	2A	Community Day Int.	03/12/14
6	316601	Spurgeon/8	A	4	Community Day Int.	06/13/13

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

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

## EXPULSION RECOMMENDATIONS

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

**AGENDA ITEM BACKUP SHEET**  
**March 12, 2013**

**Board Meeting**

**TITLE:**                   **Approval of Master Contracts and/or Individual Service Agreements with Nonpublic Schools and Agencies 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**

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of Individualized Education Programs (IEP) services for students with disabilities. These students may require services that address academic, social-emotional, and other unique needs as identified in their IEPs. The IEP teams recommended placement at a nonpublic school and/or a nonpublic agency for services as necessary, pursuant to an IEP or settlement agreement.

**RATIONALE:**

The District is required to provide appropriate education, at no cost to parents, for all students with disabilities who reside within the District in accordance with their IEPs. If a program is not available, necessary contract services are required through a private provider.

**FUNDING:**

Special Education: Not to exceed \$31,488

**RECOMMENDATION:**

Approve the master contracts and/or individual service agreements with nonpublic schools and agencies for students with disabilities for the 2012-13 school year.

**Master Contracts and/or Individual Service Agreements with Nonpublic Schools and Agencies for Students with Disabilities for 2012-13 School Year**

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**Board Meeting: March 12, 2013**

Student ID#	Amount	Master Contract and Individual Service Agreement for Nonpublic School/Agency
413686	\$31,488	Therapeutic Education Center

**AGENDA ITEM BACKUP SHEET**  
**March 12, 2013**

**Board Meeting**

**TITLE:**                   **Approval of Memorandum of Understanding with California State University, Long Beach, for 2013-17 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 the Memorandum of Understanding (MOU) with the California State University, Long Beach (CSULB), for implementation of multi-tiered interventions at Lathrop Intermediate School, aligning with the Seven Cs goal of Clear Focus on Learning. The (MOU) focuses on two areas – students with academic needs and students at risk for dropping out of school.

**RATIONALE:**

The work will support a small number of intermediate school students and staff with knowledge in English Language Arts (ELA) or math, and long-term, one-on-one mentoring of students at risk for dropping out of school. For four years, the mentoring component will focus on the needs of students at risk for dropping out due to behavioral, attendance and academic concerns. The academic focus will provide small group differentiated instruction and continue for one year with a renewal option. Additional support will be provided to Lathrop staff through training and coaching on topics related to Multi-Tiered System of Supports (MTSS). Support is also provided for the parents of the identified at-risk students.

Research indicates that use of evidence-based ELA/math instruction, within an MTSS's model, leads to improved student academic outcomes.

Services will be provided by up to four graduate level school psychologists under the supervision of CSULB staff.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Approve the memorandum of understanding with the California State University, Long Beach, for 2013-17 school year.



DL:HB:cvi

## **MEMORANDUM OF UNDERSTANDING FIELDWORK SERVICES**

This Memorandum of Understanding (hereinafter referred to as the “MOU”) is entered into by and between the Santa Ana Unified School District (hereinafter referred to as the “District”), and the California State University Long Beach (hereinafter referred to as the “CSULB”).

### **1. PURPOSE.**

- 1.1 The School Psychology Program at California State University, Long Beach (“CSULB”) received a 5-year, \$1 million grant from the Office of Special Education, U.S. Department of Education, entitled Multi-Tiered Services Training Grant (hereinafter referred to as the “Grant”) to train students enrolled in the CSULB Psychology Program to provide culturally responsive, evidence-based intervention services in a multi-tiered service delivery system to improve outcomes of K-12 students.
- 1.2 Under this MOU, students enrolled in the CSULB Psychology Program (hereinafter referred to as “Trainees”) will perform fieldwork pursuant to the above-referenced grant at the District’s Lathrop Intermediate School (hereinafter the “Project”).

### **2. DISTRICT AND CSULB DUTIES AND RESPONSIBILITIES.**

#### **2.1 The District shall:**

- a. Assign a District and a school site administrator to provide support for the Project.
- b. Identify and provide access to District classroom teachers who are interested and willing to collaborate with Trainees on implementing universal and targeted evidence-based intervention practices, including one 30-minute data-based consultation meeting per month, proportional in intensity to student need.
- c. Identify and provide access to a District credentialed school psychologist to consult with Trainees.
- d. Provide Trainees an opportunity to provide indirect instructional support to District students and thereby have access to student data (e.g., demographics, achievement data, state and District accountability assessments, course grades) for purposes related to the Project, provided CSULB and its Trainees comply with the Confidentiality provision set forth in Section 3 of this MOU.



- e. Provide Trainees an opportunity to mentor District middle school students with academic needs and at risk of dropout under supervision of District credentialed school psychologist.
  - f. Assign a representative of the District to participate in the Project's annual advisory committee meetings.
- 2.2 The District may, for good cause, refuse to accept and/or may terminate the assignment of any Trainee engaging in fieldwork in the District. The CSULB shall terminate the assignment of any Trainee upon the District's written request, which request shall be made only for good cause.
- 2.3 The CSULB shall:
- a. Provide up to four (4) Trainees with specialized training from CSULB Project faculty who will collaboratively consult with special and general education teachers on the design and delivery of universal, targeted, and intensive interventions through the completion of 320 hours of school practice supervised by CSULB Project faculty.
  - b. Assign Trainees to a class to observe, collect data, and provide small group intervention to underachieving students, including students with disabilities, on a weekly basis.
  - c. Ensure Trainees engage in collaborative consultation with the teacher of the class throughout the year to improve teacher efficacy.
  - d. Provide monthly supervision of Trainees via seminar and visits to Lathrop Intermediate School, and monthly consultation with participating teachers who work with Trainees.
  - e. Provide training stipends to Trainees.
  - f. Provide all supplies, materials and resources to carry-out the Grant objectives.
  - g. Attend identified Project-related meetings and activities at Lathrop Intermediate School and the central office of the District.
  - h. Designate a CSULB administrator to direct, supervise, and evaluate the performance of Trainees engaged in fieldwork experiences in the District and who will work cooperatively with District personnel.
  - i. Ensure all Trainees assigned fieldwork experiences in the District shall have California Department of Justice and Federal Bureau of Investigation criminal background fingerprint clearance documentation on file with the District prior to participation in the fieldwork experiences in the District

and shall reimburse District for all costs related to all criminal background clearances of Trainees required by the District.

- j. Ensure all Trainees assigned fieldwork experiences in the District shall present to District satisfactory evidence of a negative tuberculosis screening and CSULB shall be solely responsible for all costs related to tuberculosis screening of Trainees.

### 3. CONFIDENTIALITY.

- 3.1. Any and all student records (e.g., grades, progress reports, report cards, standardized test scores, homework completion records, attendance records and disciplinary records) of District are deemed to be “Confidential Information” for purposes of this MOU.
- 3.2 CSULB agrees to abide by the terms of this MOU, as well as the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, (FERPA), Chapter 6.5 of Division 4 of the California Education Code (commencing with section 49060), and Article 1, Section 1 of the California Constitution.
- 3.3 CSULB, its officers, administrators, employees, agents, and Trainees shall at all times adopt and follow policies, procedures and practices to protect the confidentiality of the Confidential Information and prevent its disclosure to others without the prior, express written consent of the District, and student’s parent or legal guardian. CSULB agrees that its officers, administrators, employees, agents, and Trainees who have access to the Confidential Information shall be required, prior to being granted access to Confidential Information, to sign the confidentiality agreement attached hereto as Exhibit A.
- 3.4 CSULB, its officers, administrators, employees, agents, and Trainees shall use the Confidential Information solely for the purposes set forth in this MOU. Neither CSULB nor any of its officers, administrators, employees, agents, or Trainees shall sell, release, transfer, reprint, duplicate, recreate, disclose or permit the disclosure to any other person or entity of any of the Confidential Information or of any files, compilation, study, report, analysis or database containing, based on or derived from, the Confidential Information without the prior, express written consent of District, and in full compliance with applicable state and federal privacy laws.
- 3.5 CSULB shall immediately notify District in writing of any subpoena, court order or other legal process seeking or purporting to compel disclosure of any of the Confidential Information and shall challenge, oppose or appeal any such subpoena, order or legal process to the extent deemed appropriate by District. In no event shall CSULB voluntarily, without a court order, disclose or permit the disclosure of any of the Confidential Information in response to legal process

unless and until CSULB has given the required notice to District and CSULB has exhausted any and all legal remedies available to it to limit or prevent the disclosure.

- 3.6 Upon written request of District, at any time, CSULB shall immediately return all or such part of the Confidential Information as District may designate to be returned. In addition, upon the termination of this MOU, CSULB shall return or destroy, as District may instruct, all Confidential Information in CSULB's possession or control, whether in printed, electronic or any other format, including all duplicates and copies thereof of any files, compilation, study, report, analysis or data base containing, based on or derived from the Confidential Information, within thirty (30) days.
- 3.7 CSULB acknowledges and agrees that the breach or threatened breach by CSULB, or its officers, administrators, employees, agents, or trainees of their obligations under this Section 3 will cause serious and irreparable harm to District that cannot be adequately compensated by monetary damages alone and that District may seek injunctive relief from an appropriate court to protect District from such harm without necessity of bond or other security.
- 3.8 CSULB shall give District immediate notice of any unauthorized use or disclosure of the Confidential Information, or of any breach or threatened breach by CSULB, or its officers, administrators, employees, agents, or Trainees of their obligations under this MOU, upon learning of same. CSULB shall immediately implement any and all procedures necessary to mitigate the harm caused to District.
- 3.9 CSULB's obligations to maintain the confidentiality of the Confidential Information and regarding non-disclosure survive the termination of this MOU.
4. TERM. This term of this MOU shall be from March 12, 2013 until June 30, 2013. District and CSULB may extend the MOU for up to four (4) additional one (1) year terms up through June 30, 2017 upon mutual written agreement of District and CSULB.
5. COMPENSATION. District shall not be obligated to pay any monetary compensation to, or on behalf of, CSULB or its Trainees arising out of the fieldwork services provided pursuant to this MOU.
6. TERMINATION. Either party may, at any time, with or without reason, terminate this MOU by providing the other party thirty (30) days prior written notice specifying the desired date of termination. Written notice by District shall be sufficient to stop all fieldwork services at District schools, classes and other appropriate sites. Notice shall be deemed given when received by CSULB, or no later than three (3) days after the day of mailing, whichever is sooner.

7. HOLD HARMLESS.

7.1 CSULB shall defend, indemnify and hold District, its Governing Board, officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CSULB, its officers, employees, agents, or Trainees.

7.2 District shall defend, indemnify and hold CSULB, its officers and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its officers or employees.

8. INDEPENDENT CONTRACTOR. CSULB, in the performance of this MOU, shall be and act as an independent contractor. CSULB understands and agrees that it and all of its employees and Trainees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CSULB assumes the full responsibility for the acts and/or omissions of its employees and Trainees as they relate to this MOU. CSULB shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CSULB's employees and Trainees.

9. INSURANCE. CSULB agrees to carry such insurance to ensure its ability to adhere to the indemnification requirements under this MOU. CSULB agrees to provide to the District copies of its insurance certificates and any endorsements upon written request of the District.

9.1 CSULB shall, at its sole cost and expense, maintain in full force and effect, during the Term of this MOU, the following insurance coverages from a California licensed insurer with an A, VIII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with CSULB's fulfillment of its obligations under this MOU:

A. Comprehensive or Commercial Form General Liability Insurance, including bodily injury, property damage and contractual liability, with minimum limits as follows:

\$2,000,000 per occurrence  
\$2,000,000 personal & advertising injury  
\$2,000,000 products/completed operations  
No general aggregate  
\$1,000,000 minimum excess via endorsement sexual abuse additional insured

The policy shall include or be endorsed to include abuse and molestation coverage of at least \$2,000,000 for each occurrence.

B. Business Auto Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of no less than \$2,000,000 per occurrence. If CSULB provides transportation services pursuant to this MOU, CSULB shall ensure that CSULB and/or its transportation contractor keeps in effect a liability insurance policy providing at least \$5,000,000 per occurrence. CSULB shall also make sure that its Trainees have auto liability insurance while providing fieldwork services pursuant to this MOU.

C. Workers' Compensation and Employers Liability Insurance in a form and amount covering CSULB's full liability under the California Workers' Compensation Insurance and Safety Act to cover CSULB staff and all Trainees and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the District.

Part A – Statutory Limits

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers' Liability

D. Errors & Omissions (Professional Liability) coverage, when applicable, with the following limits:

\$2,000,000 per occurrence

9.2 CSULB, not later than the date that this MOU is signed, and periodically thereafter upon request, shall furnish the Districts with certificates of insurance evidencing such coverages. Satisfactory evidence of insurance shall include standard insurance company preprinted ACORD certificate modified as follows:

~~SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENT OR REPRESENTATIVE.~~

The certificates of insurance shall include a thirty (30) day non-renewal, cancellation, modification advance written notice provision. The policies of insurance providing the coverages referred to in clauses A and B above shall name the District, its Governing Board, officers and employees, as additional insureds with appropriate endorsements and such policies of insurance shall include provisions that the coverages will be primary to any insurance carried or maintained by the District. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the District. Failure to maintain the above mentioned insurance coverage shall be cause for termination of this MOU.

10. **NONDISCRIMINATION.** In the performance of this MOU, each of the parties hereto agrees that it shall not discriminate against any employee of the other party, or against any District student or CSULB Trainee on the basis of actual or perceived race, ethnicity, color, religion, ancestry, national origin, nationality, ethnic group identification, physical disability, mental disability, medical condition, marital status, sex, gender identity, gender expression, age, sexual orientation, or any other basis prohibited by law.
11. **NOTICE.** All notices or demands to be given under this MOU by either party to the other shall be in writing and given either by: (a) personal service, or (b) by U.S. mail, with postage prepaid. Service shall be considered given when received, if personally served or, if mailed, on the third day after deposit in any U.S. post office. The addresses to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this MOU, the addresses of the parties are as follows:

**DISTRICT**

**CSULB**

Santa Ana Unified School District  
1601 East Chestnut Avenue  
Santa Ana, California 92701-6322  
Attn: Doreen Lohnes

Cal State University, Long Beach  
1250 Bellflower Boulevard  
Long Beach, California 90840  
Attn: \_\_\_\_\_

12. **COMPLIANCE WITH APPLICABLE LAWS.** Both parties agree to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to District or CSULB as they pertain to this MOU.
13. **PERMITS/LICENSES.** CSULB and all CSULB's employees, agents and Trainees shall secure and maintain in force such permits and licenses as are required by law in connection with the fieldwork services under this MOU.
14. **ENTIRE MOU/AMENDMENT.** This MOU and any exhibits attached hereto constitute the entire MOU among the parties to it and supersede any prior or contemporaneous understanding or agreement with respect to the fieldwork services contemplated, and may be amended only by a written amendment executed by both parties to the MOU.

- 15. NON-WAIVER. The failure of District or CSULB to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this MOU shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 16. SEVERABILITY. If any term, condition or provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 17. GOVERNING LAW. The terms and conditions of this MOU shall be governed by the laws of the State of California with venue in Orange County, California. This MOU is made in and shall be performed in Orange County, California.

THIS MOU IS ENTERED INTO THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2013.

DISTRICT:

CSULB:

By: \_\_\_\_\_

By: \_\_\_\_\_

Michael P. Bishop, Sr., CBO

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

Interim Deputy Superintendent,  
Business Services

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

# EXHIBIT A

## Confidentiality, Non-Disclosure and Acceptable Use Agreement

I, \_\_\_\_\_, hereby acknowledge that in performing services for the Santa Ana Unified School District (“District”) as a trainee under the \_\_\_\_\_ [ *insert name of grant* ] awarded to the California State University, Long Beach, (“CSULB”) I will have access to confidential student records maintained by the District that are protected from disclosure by law.

\_\_\_\_ (initial) I agree to protect from disclosure all confidential and personal information, including but not limited to student grades, progress reports, report cards, standardized test scores, homework completion records, attendance records and disciplinary records (“Confidential Information”).

\_\_\_\_ (initial) I agree to protect the foregoing Confidential Information in the following ways:

- Access, view, inspect, and use Confidential Information only to perform fieldwork services as set forth by CSULB.
- Never access, attempt to access, view, inspect, use, disclose, or modify Confidential Information for curiosity, personal gain, or any non-fieldwork related reason.
- Comply with all policies, standards and procedures for secure handling of Confidential Information.

\_\_\_\_ (initial) I acknowledge that unauthorized access, attempt to access, view, inspect, use, disclose, or modify any Confidential Information shall result in:

- Removal from District sites.
- Removal from the CSULB School Psychology Program.
- Possible Civil lawsuits.
- Possible Criminal Prosecution.

**Certification** (sign below): I certify that I have read, fully understand and agree to all terms and conditions set forth herein.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Date



**AGENDA ITEM BACKUP SHEET  
March 12, 2013**

**Board Meeting**

**TITLE:** Approval of Memorandum of Understanding with Kids Vision for Life – Orange County

**ITEM:** Consent

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

**PREPARED BY:** Heidi Cisneros, Executive Director, Pupil Support Services

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of a Memorandum of Understanding (MOU) with Kids Vision for Life – Orange County (KVFLOC) under the Essilor Vision Foundation (EVF). Over 1,900 students from Santa Ana High School (SAHS) and surrounding elementary schools will have the opportunity to receive vision screenings and other health-related services through vision and health clinics coordinated between the District and KVFLOC, upon approval of this MOU. The dates of the school-based clinic at SAHS are April 11 and 12, 2013. The community clinic, also at SAHS, is scheduled on April 13 and 14, 2013.

**RATIONALE:**

Improved access to vision screenings and no-cost eyewear will increase academic achievement and social-emotional success for students.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Approve the Memorandum of Understanding with Kids Vision for Life – Orange County.



DL:HC:cvl

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into between Kids Vision for Life Orange County-Essilor Vision Foundation (“Provider”) and the Santa Ana Unified School District (“District”) to memorialize the terms under which Provider will deliver services to District students at schools or other facilities within the District.

1. **Term.** This MOU is effective for a one-year period beginning April 1, 2013 and will automatically renew for an additional one-year period on each successive April 1, unless a party notifies the other party in writing before April 1 of its intent not to renew. Additionally, either party may terminate this MOU at any time with 30 days’ written notice of termination to the other party.
2. **Services.** The services to be rendered by Provider (“Services”) are described in the Scope of Work attached to this MOU and incorporated by this reference as though fully set forth. Provider will render the Services to students who are enrolled in District schools or programs (“Students”), who have requested and been given permission to receive the Services, on dates and at times to be mutually agreed upon by Provider and District.
3. **Qualifications.** Provider represents that the individuals and teams, as applicable, providing the Services are qualified to do so.
  - a. All personnel assigned by Provider to deliver Services hereunder shall be appropriately licensed, credentialed, certified, or otherwise entitled by law to provide such Services to public school students in the state of California.
  - b. Provider will furnish to the District the names of the individuals and, upon request, copies of their certifications or licenses.
  - c. Provider further represents that all personnel involved in delivering the Services are under the appropriate supervision of one or more licensed individuals, as required by applicable law.
  - d. Provider further represents that all employees or contractors providing Services under this MOU have signed statements indicating their understanding of and compliance with child abuse and neglect reporting requirements and patient confidentiality under applicable law.
  - e. Provider shall ensure that all employees or contractors who will have contact with Students have submitted to a volunteer clearance through Santa Ana School police and follow volunteer protocols and procedures per SAUSD.
  - f. Provider further represents it has developed and implemented a quality control system to ensure the Services meet or exceed the standard of care in the community.

4. **Applications and Permissions.** Provider will furnish the District and/or school administration, as appropriate, with a sufficient number of applications, consent forms, or similar paperwork for Students and Students' parents or guardians to complete as necessary to authorize the provision of Services. As applicable, Provider will furnish the District with sufficient copies of its Health Insurance Portability and Accountability Act ("HIPAA") Notice of Privacy Practices for distribution to Students and their parents or guardians.
5. **Documentation of Services Provided.** Provider will distribute to each Student who receives Services under this MOU with a receipt, report, or other written description of the Services rendered for the Student to take home to his or her parent(s) or guardian(s), which shall specify the Services provided and include a contact telephone number and/or email address to be used for making inquiries about the Services provided. To the extent requested by the District and permitted by law, Provider will furnish copies of this document to the District and/or School. Provider will make additional copies of the document and related information available to the Student's parent(s) or guardian(s), the Student's health care providers, as applicable, and others upon request and to the extent authorized by law.
6. **District's Obligations.** The District will facilitate delivery of the Services by:
  - a. Making announcements, as appropriate, to Students and their parents and guardians sufficiently in advance of the Service delivery date to allow for reasonable arrangements so the maximum number of Students can receive the Services.
  - b. Distributing Provider's printed applications, consent forms, or similar paperwork, and HIPAA Notice of Privacy Practices at appropriate times. Students' parents or guardians will be instructed to return completed paperwork in a manner that protects the confidentiality of the Students' protected health information, as applicable.
  - c. Collecting completed applications, consent forms, or similar paperwork from Students in advance of the date(s) on which the Services are to be delivered, and delivering the completed paperwork to Provider as far in advance of the service delivery date(s) as reasonably possible. District or school personnel will deliver paperwork to Provider in a manner that protects the confidentiality of this information.
  - d. Allotting usable space in the District school or facility on the service delivery date(s) that is sufficient for Provider to furnish the Services in an appropriately private and secure setting.
  - e. Assisting as needed in the transport of Students seeking Provider's Services to and from their classroom and the delivery location.
  - f. Cooperating with Provider's management and staff to accomplish the objectives of this MOU.

7. **Discretion.** The District reserves the right to refuse entry to its schools or facilities by any agent of the Provider who, in the sole discretion of the District, poses any risk to Students, staff, or property of the District.
8. **Payment.** The Services are to be delivered to Students at no charge to the District other than incidental administrative costs associated with the District's obligations under this MOU. The District will not pay Provider for its Services. Provider is responsible for billing and collecting payment for its Services from Students' third party payor(s), parent(s) or guardian(s), as applicable.
9. **Insurance.** Provider will secure and maintain a Commercial General Liability Policy (including coverage for contractual liability) with limits of not less than \$1,000,000 per occurrence or claim. Provider will secure and maintain Malpractice Errors and Omissions Policy with limits of \$1,000,000 per claim and \$3,000,000 aggregate. Provider will secure and maintain Business Automobile Liability Insurance for automobiles owned, leased or hired by Provider with a combined single limit of not less than \$1,000,000 per occurrence. Provider will deliver a copy of such insurance policies to District upon request. Provider will further provide all required worker's compensation insurance for its employees, if any. All of the insurance policies described in this paragraph will be maintained at Provider's expense. The District shall be listed as an additional named insured on all of the policies described in this paragraph.
10. **Indemnification.** Provider will defend, indemnify, and hold harmless the District and its agents, contractors, employees, and governing board members, from and against all claims, damages, losses, and expenses (including, but not limited to attorney's fees, costs, and fees of other professional consultants) arising out of the negligent acts or omissions of the Provider or its respective agents, contractors, or employees during or related in any way to the offer or delivery of Services under this MOU, except to the extent arising from the sole negligence or willful misconduct of the District.
11. **Compliance with Law and District Policy.** The parties will adhere to all applicable laws, regulations, and District policies in the performance of their respective responsibilities under this MOU, including but not limited to HIPAA and laws and regulations related to the confidentiality of pupil records, which are incorporated herein by this reference.
12. **Responsibilities.** This MOU describes the mutual agreements and obligations of the District and the Provider for the sole purpose of rendering the Services to District Students. It does not place any additional responsibilities on either party or imply any transfer of responsibility from one to the other or sharing of statutory responsibilities.
13. **No Third Party Beneficiaries.** Nothing in this MOU, express or implied, is intended or shall be construed to confer on any person or entity other than the parties hereto any remedy or claim under or by reason of this MOU or any term, covenant, or condition hereof, as a third party beneficiary or otherwise.

14. **Independent Relationship.** The parties acknowledge and agree that the relationship created between the District and Provider is strictly that of an independent contractor with respect to the Services described. Nothing contained in this MOU shall be construed as creating any other type of relationship between the parties such as that of a principal-agent, master-servant, or employer-employee between Provider and the District. No party to this MOU nor any of its agents shall have any claim hereunder or otherwise against the other party for payment of employment taxes, workers' compensation, vacation, sick leave, retirement benefits, social security benefits, disability benefits, unemployment insurance, or employee compensation or benefits of any kind.
15. **Nondiscrimination.** Neither the District nor the Provider shall discriminate on the basis of race, religion, sex, sexual orientation, national origin, age or disability in employment or in the delivery of Services hereunder.
16. **Non-Assignment.** Neither party shall assign, transfer or subcontract the rights, duties or obligations called for under this MOU without the written consent of the other party.
17. **Entire Agreement.** This MOU constitutes the entire understanding between the parties and supersedes all prior agreements, representations or understandings between the parties relating to the subject matter hereof. It may be changed or modified only by a supplemental written agreement between the parties.

**PROVIDER:**

**DISTRICT:**

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

By: \_\_\_\_\_

By: \_\_\_\_\_

Michael P. Bishop, Sr., CBO  
Interim Deputy Superintendent  
Business Services

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

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

# Scope of Work

Responsible Partner	Description of Services
<p><i>Patrick Esquerre, National Director</i>  <i>Sam Hahn, Coordinator of KVFLOC-EVF</i></p> <p><b>Kids Vision for Life Orange County (KVFLOC-EVF) and partners:</b>  <b>Essilor Vision Foundation,</b>  <b>Southern California College of Optometry</b>  <b>Alcan Foundation</b>  <b>Childrens' Health Initiative_of Orange County (CHIOC)</b>  <b>Puente La Salud</b></p>	<ul style="list-style-type: none"> <li>• Shall organize vision clinics by providing qualified optometrists and opticians to conduct eye exams, eyeglass fitting and delivery, all free of charge to participating students, families and SAUSD</li> <li>• Eye examinations shall include comprehensive eye exams</li> <li>• Shall organize health clinics by providing qualified community partners who will provide health services free of charge to participating students and families of SAUSD</li> <li>• Shall provide qualified volunteers to assist school nurses and other school staff in clinic coordination</li> <li>• Shall assist school nurses with vision screening in grades PreK-12 (including medically fragile and disabled students)</li> <li>• Shall provide eye screening equipment and paperwork needed to complete exams</li> <li>• Shall assist participating students in selecting appropriate eyeglass frames</li> <li>• Shall send eyeglass frames and vision prescriptions to a qualified laboratory for processing, shall ensure glasses are delivered to the school 3-4 days after the initial clinic took place</li> <li>• Shall repair or replace broken or lost glasses upon contact from school nurses</li> <li>• Shall ensure that all volunteers working at school sites during school hours and activities occurring on school days receive appropriate clearances per SAUSD procedures and protocols, volunteers assisting with weekend events or events that include parents will not be screened</li> <li>• Shall ensure proper security, maintenance, use, and disposal of medical supplies and equipment used in the delivery of the services</li> <li>• Shall ensure confidentiality of records relating to delivery of the services to District students</li> <li>• Shall ensure the space provided by the District for delivery of services is left in clean and usable condition following each clinic</li> </ul>

<p><i>Heidi Cisneros, Executive Director</i>  <i>Diane Rey, Program Specialist Health Services</i></p> <p><b>Health Services, Pupil Support Services (PSS)</b>  <b>Santa Ana Unified School District (SAUSD)</b></p>	<ul style="list-style-type: none"> <li>• SAUSD will provide liaison between targeted school sites and KVFLOC-EVF to facilitate communication and implementation</li> <li>• Shall collaborate with KVFLOC-EVF to schedule dates, locations and determine targeted school sites for vision and health clinics</li> <li>• Shall provide appropriate designated spaces needed to provide for vision and health clinics</li> <li>• Shall provide parking spaces for mobile vans and other components of vision and health clinics</li> <li>• Shall coordinate distribution of permission slips in appropriate languages to parents at targeted sites</li> <li>• Shall ensure the maximum number of students requested by KVFLOC-EVF have the opportunity to receive services in each clinic</li> <li>• Shall cover the costs of volunteer clearances</li> </ul>
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**AGENDA ITEM BACKUP SHEET**  
**March 12, 2013**

**Board Meeting**

**TITLE:** Approval of Memorandum of Understanding with OneSight  
**ITEM:** Consent  
**SUBMITTED BY:** Doreen Lohnes, Assistant Superintendent, Support Services  
**PREPARED BY:** Heidi Cisneros, Executive Director, Pupil Support Services

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of a Memorandum of Understanding with OneSight, a corporate foundation offering vision screenings and eyewear to low-income students throughout the nation. As a result of this partnership, students in need of specialized and advanced vision screenings will be identified and referred to OneSight by District nurses. After screenings by OneSight optometrists are completed, students will select frames and receive their new eyewear within the same school day. The vision clinics will be set up at Carr Intermediate School from March 25-29, 2013 and will serve the students of Adams, Diamond, and Harvey elementary schools; Carr and McFadden intermediate schools, and Valley High School.

**RATIONALE:**

Improved access to vision screenings and no-cost eyewear will increase academic achievement and social-emotional success for students.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Approve the Memorandum of Understanding with OneSight.



DL:HC:cvl



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into between OneSight (“Provider”) and the Santa Ana Unified School District (“District”) to memorialize the terms under which Provider will deliver services to District students at schools or other facilities within the District.

1. **Term.** This MOU is effective for a one-year period beginning April 1, 2013 and will automatically renew for an additional one-year period on each successive April 1, unless a party notifies the other party in writing before April 1 of its intent not to renew. Additionally, either party may terminate this MOU at any time with 30 days’ written notice of termination to the other party.
2. **Services.** The services to be rendered by Provider (“Services”) are described in the Scope of Work attached to this MOU and incorporated by this reference as though fully set forth. Provider will render the Services to students who are enrolled in District schools or programs (“Students”), who have requested and been given permission to receive the Services, on dates and at times to be mutually agreed upon by Provider and District.
3. **Qualifications.** Provider represents that the individuals and teams, as applicable, providing the Services are qualified to do so.
  - a. All personnel assigned by Provider to deliver Services hereunder shall be appropriately licensed, credentialed, certified, or otherwise entitled by law to provide such Services to public school students in the state of California.
  - b. Provider will furnish to the District the names of the individuals and, upon request, copies of their certifications or licenses.
  - c. Provider further represents that all personnel involved in delivering the Services are under the appropriate supervision of one or more licensed individuals, as required by applicable law.
  - d. Provider further represents that all employees or contractors providing Services under this MOU have signed statements indicating their understanding of and compliance with child abuse and neglect reporting requirements and patient confidentiality under applicable law.
  - e. Provider shall ensure that all employees or contractors who will have contact with Students have submitted to a volunteer clearance through Santa Ana School police and follow volunteer protocols and procedures per SAUSD.
  - f. Provider further represents it has developed and implemented a quality control system to ensure the Services meet or exceed the standard of care in the community.

4. **Applications and Permissions.** Provider will furnish the District and/or school administration, as appropriate, with a sufficient number of applications, consent forms, or similar paperwork for Students and Students' parents or guardians to complete as necessary to authorize the provision of Services. As applicable, Provider will furnish the District with sufficient copies of its Health Insurance Portability and Accountability Act ("HIPAA") Notice of Privacy Practices for distribution to Students and their parents or guardians.
5. **Documentation of Services Provided.** Provider will distribute to each Student who receives Services under this MOU with a receipt, report, or other written description of the Services rendered for the Student to take home to his or her parent(s) or guardian(s), which shall specify the Services provided and include a contact telephone number and/or email address to be used for making inquiries about the Services provided. To the extent requested by the District and permitted by law, Provider will furnish copies of this document to the District and/or School. Provider will make additional copies of the document and related information available to the Student's parent(s) or guardian(s), the Student's health care providers, as applicable, and others upon request and to the extent authorized by law.
6. **District's Obligations.** The District will facilitate delivery of the Services by:
  - a. Making announcements, as appropriate, to Students and their parents and guardians sufficiently in advance of the Service delivery date to allow for reasonable arrangements so the maximum number of Students can receive the Services.
  - b. Distributing Provider's printed applications, consent forms, or similar paperwork, and HIPAA Notice of Privacy Practices at appropriate times. Students' parents or guardians will be instructed to return completed paperwork in a manner that protects the confidentiality of the Students' protected health information, as applicable.
  - c. Collecting completed applications, consent forms, or similar paperwork from Students in advance of the date(s) on which the Services are to be delivered, and delivering the completed paperwork to Provider as far in advance of the service delivery date(s) as reasonably possible. District or school personnel will deliver paperwork to Provider in a manner that protects the confidentiality of this information.
  - d. Allotting usable space in the District school or facility on the service delivery date(s) that is sufficient for Provider to furnish the Services in an appropriately private and secure setting.
  - e. Assisting as needed in the transport of Students seeking Provider's Services to and from their classroom and the delivery location.
  - f. Cooperating with Provider's management and staff to accomplish the objectives of this MOU.

7. **Discretion.** The District reserves the right to refuse entry to its schools or facilities by any agent of the Provider who, in the sole discretion of the District, poses any risk to Students, staff, or property of the District.
8. **Payment.** The Services are to be delivered to Students at no charge to the District other than incidental administrative costs associated with the District's obligations under this MOU. The District will not pay Provider for its Services. Provider is responsible for billing and collecting payment for its Services from Students' third party payor(s), parent(s) or guardian(s), as applicable.
9. **Insurance.** Provider will secure and maintain a Commercial General Liability Policy (including coverage for contractual liability) with limits of not less than \$1,000,000 per occurrence or claim. Provider will secure and maintain Malpractice Errors and Omissions Policy with limits of \$1,000,000 per claim and \$3,000,000 aggregate. Provider will secure and maintain Business Automobile Liability Insurance for automobiles owned, leased or hired by Provider with a combined single limit of not less than \$1,000,000 per occurrence. Provider will deliver a copy of such insurance policies to District upon request. Provider will further provide all required worker's compensation insurance for its employees, if any. All of the insurance policies described in this paragraph will be maintained at Provider's expense. The District shall be listed as an additional named insured on all of the policies described in this paragraph.
10. **Indemnification.** Provider will defend, indemnify, and hold harmless the District and its agents, contractors, employees, and governing board members, from and against all claims, damages, losses, and expenses (including, but not limited to attorney's fees, costs, and fees of other professional consultants) arising out of the negligent acts or omissions of the Provider or its respective agents, contractors, or employees during or related in any way to the offer or delivery of Services under this MOU, except to the extent arising from the sole negligence or willful misconduct of the District.
11. **Compliance with Law and District Policy.** The parties will adhere to all applicable laws, regulations, and District policies in the performance of their respective responsibilities under this MOU, including but not limited to HIPAA and laws and regulations related to the confidentiality of pupil records, which are incorporated herein by this reference.
12. **Responsibilities.** This MOU describes the mutual agreements and obligations of the District and the Provider for the sole purpose of rendering the Services to District Students. It does not place any additional responsibilities on either party or imply any transfer of responsibility from one to the other or sharing of statutory responsibilities.
13. **No Third Party Beneficiaries.** Nothing in this MOU, express or implied, is intended or shall be construed to confer on any person or entity other than the parties hereto any remedy or claim under or by reason of this MOU or any term, covenant, or condition hereof, as a third party beneficiary or otherwise.

14. **Independent Relationship.** The parties acknowledge and agree that the relationship created between the District and Provider is strictly that of an independent contractor with respect to the Services described. Nothing contained in this MOU shall be construed as creating any other type of relationship between the parties such as that of a principal-agent, master-servant, or employer-employee between Provider and the District. No party to this MOU nor any of its agents shall have any claim hereunder or otherwise against the other party for payment of employment taxes, workers' compensation, vacation, sick leave, retirement benefits, social security benefits, disability benefits, unemployment insurance, or employee compensation or benefits of any kind.
15. **Nondiscrimination.** Neither the District nor the Provider shall discriminate on the basis of race, religion, sex, sexual orientation, national origin, age or disability in employment or in the delivery of Services hereunder.
16. **Non-Assignment.** Neither party shall assign, transfer or subcontract the rights, duties or obligations called for under this MOU without the written consent of the other party.
17. **Entire Agreement.** This MOU constitutes the entire understanding between the parties and supersedes all prior agreements, representations or understandings between the parties relating to the subject matter hereof. It may be changed or modified only by a supplemental written agreement between the parties.

**PROVIDER:**

**DISTRICT:**

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

By: \_\_\_\_\_

By: \_\_\_\_\_

Michael P. Bishop, Sr., CBO  
 Interim Deputy Superintendent  
 Business Services

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

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

# Scope of Work

Responsible Partner	Description of Services
<p><b><i>OneSight: a foundation comprised of Oakley Eyewear, Luxottica Group, LensCrafters, Pearle Vision and other corporate entities</i></b></p> <p><b><i>Leona Dockery, Program Manager</i></b></p> <p><b><i>Heather Bissell, Project Manager</i></b></p>	<ul style="list-style-type: none"> <li>• Shall organize vision clinics by providing qualified optometrists and opticians to conduct eye exams, eyeglass fitting and delivery, all free of charge to participating students, families and SAUSD</li> <li>• Comprehensive eye examinations will be included</li> <li>• Shall organize vision clinics by providing qualified community partners who will provide health and dental services free of charge to participating students and families of SAUSD</li> <li>• Shall provide qualified volunteers to assist school nurses and other school staff in clinic coordination</li> <li>• Shall assist school nurses with vision screening in grades 1st-12th (including medically fragile and disabled students)</li> <li>• Shall provide eye screening equipment and paperwork needed to complete exams</li> <li>• Shall assist participating students in selecting appropriate eyeglass frames</li> <li>• Shall send eyeglass frames and vision prescriptions to a qualified laboratory for processing, shall ensure glasses are delivered to the school 3-4 days after the initial clinic took place</li> <li>• Shall repair or replace broken or lost glasses</li> <li>• upon contact from school nurses</li> <li>• Shall ensure that all volunteers working at school sites during school hours and activities occurring on school days receive appropriate clearances per SAUSD procedures and protocols, volunteers assisting with weekend events or events that include parents will not be screened</li> <li>• Shall ensure proper security, maintenance, use, and disposal of medical supplies and equipment used in the delivery of the services</li> <li>• Shall ensure confidentiality of records relating to delivery of the services to District students</li> <li>• Shall ensure the space provided by the District for delivery of services is left in clean and usable condition following each clinic</li> </ul>

<p><i>Heidi Cisneros, Executive Director</i>  <i>Diane Rey, Program Specialist Health Services</i></p> <p><b>Health Services, Pupil Support Services (PSS)</b>  <b>Santa Ana Unified School District (SAUSD)</b></p>	<ul style="list-style-type: none"> <li>• SAUSD will provide liaison between targeted school sites and OneSight to facilitate communication and implementation</li> <li>• Shall ensure preregistration procedures are completed</li> <li>• Shall collaborate with OneSight to schedule dates, locations and determine targeted school sites for vision and health clinics</li> <li>• Shall provide appropriate designated spaces needed to provide for vision clinics</li> <li>• Shall provide parking spaces for mobile vans and other components of vision clinics</li> <li>• Shall coordinate distribution of permission slips in appropriate languages to parents at targeted sites</li> <li>• Shall ensure the maximum number of students requested by OneSight have the opportunity to receive services in each clinic</li> <li>• Shall cover the costs of volunteer clearances</li> </ul>
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**AGENDA ITEM BACKUP SHEET**  
**March 12, 2013**

**Board Meeting**

**TITLE:**                    **Ratification of Purchase Order Summary and Listing of Orders \$25,000 and Over for Period of January 30, 2013 through February 26, 2013**

**ITEM:**                    **Consent**

**SUBMITTED BY:**   **Michael P. Bishop, Sr., CBO, Interim 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 January 30, 2013 through February 26, 2013.

**RATIONALE:**

The Purchase Order Summary consists of all orders created during the period of January 30, 2013 through February 26, 2013. 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 January 30, 2013 through February 26, 2013.





# Santa Ana Unified School District

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

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

Date: February 27, 2013  
To: Thelma Meléndez de Santa Ana, Ph.D., Superintendent  
From: Michael P. Bishop, Sr., CBO, Interim Deputy Superintendent, Operations  
Subject: Purchase Order Summary: From 30-JAN-2013 through 26-FEB-2013

Fund 01 General Fund	\$7,450,916.69
Fund 12 Child Development	\$564.66
Fund 13 Cafeteria Fund	\$544,335.65
Fund 14 Deferred Maintenance Fund	\$15,980.91
Fund 24 SAUSD GO Bond, 2008 Election, Series A Building Fund	\$282,597.74
Fund 25 Capital Facilities Fund	\$287,746.29
Fund 26 Measure G Bond	\$89,183.00
Fund 35 County School Facilities Fund	\$1,373,748.65
Fund 40 Special Reserve Fund	\$10,441.16
Fund 49 Capital Project Fund for Blended Component Units (CFD)	\$4,076.26
Fund 69 Health & Welfare	\$127,524.18
Fund 81 Property & Liability	\$22,411.56
Grand Total:	\$9,551,872.33

Prepared By: Jonathan Geiszler, Director, Purchasing and Stores

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

## BOARD OF EDUCATION

José Alfredo Hernández, J.D., President • Rob Richardson, Vice President  
Audrey Yamagata-Noji, Ph.D., Clerk • John Palacio, Member • Cecilia "Ceci" Iglesias, Member



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

From 30-JAN-2013 through 26-FEB-2013

Page: 1 of 11

PO No.	Vendor		BOA Date
Funding	Description	Location	Amount
275709	DIVISION OF STATE ARCHITECT		
SAUSD GO Bond, 2008	Building Fees	CENTURY HIGH SCHOOL	\$3,296.33
Election, Series A	Office of State Architect		
Measure G Series D	Building Fees	GARFIELD ELEMENTARY SCHOOL	\$7,920.00
	Office of State Architect		
OPSC School	Building Fees	EDISON ELEMENTARY SCHOOL	\$2,250.00
Facilities Bond	Office of State Architect		
OPSC School	Building Fees	GARFIELD ELEMENTARY SCHOOL	\$11,880.00
Facilities Bond	Office of State Architect		
OPSC School	Building Fees	MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	\$6,004.00
Facilities Bond	Office of State Architect		
280000	XEROX CORPORATION		
Unrestricted Discretionary Accounts	Rental Contracts	DISTRICT-WIDE	\$287,501.11
Unrestricted Discretionary Accounts	Rental Contracts	DISTRICT-WIDE	\$883,550.00
280084	CHARLES ROBERT SPICER		2012/06/26
Special Ed: Mental Health Services	Sub-Agreements for Services	SPECIAL EDUCATION	\$32,780.00
Special Ed: Mental Health Services	Consultants Instructional	SPECIAL EDUCATION	\$25,000.02
280116	TJ JANCA CONSTRUCTION, INC.		
Ongoing & Major Maintenance Account	Maintenance Contracts Repairs	BUILDING SERVICES	\$2,765.00
SAUSD GO Bond, 2008		MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	\$4,523.64
Election, Series A			
Capital Facilities Fund		WASHINGTON ELEMENTARY SCHOOL	\$10,371.69
Capital Facilities Fund		WILLARD INTERMEDIATE SCHOOL	\$44,034.10

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

From 30-JAN-2013 through 26-FEB-2013

Page: 2 of 11

PO No.	Vendor		BOA Date
Funding	Description	Location	Amount
280116	TJ JANCA CONSTRUCTION, INC.		
	Community Redevelopment	SANTIAGO ELEMENTARY SCHOOL	\$2,011.17
	Developer Fees	CENTURY HIGH SCHOOL	\$26,600.00
	OPSC School Facilities Bond	FACILITIES/GOVERNMENTAL RELATIONS	\$4,591.51
	OPSC School Facilities Bond	DAVIS ELEMENTARY SCHOOL	\$4,580.00
	OPSC School Facilities Bond	EDISON ELEMENTARY SCHOOL	\$4,200.00
	OPSC School Facilities Bond	FREMONT ELEMENTARY SCHOOL	\$9,165.00
	OPSC School Facilities Bond	MADISON ELEMENTARY SCHOOL	\$468.13
	OPSC School Facilities Bond	FRANKLIN ELEMENTARY SCHOOL	\$1,341.34
	OPSC School Facilities Bond	MARTIN ELEMENTARY SCHOOL	\$17,900.00
	OPSC School Facilities Bond	MONROE ELEMENTARY SCHOOL	\$6,240.00
	OPSC School Facilities Bond	TAFT ELEMENTARY SCHOOL	\$36,268.68
	OPSC School Facilities Bond	REMINGTON ELEMENTARY SCHOOL	\$78,130.11
	OPSC School Facilities Bond	SANTA ANA HIGH SCHOOL	\$13,656.30
	OPSC School Facilities Bond	SADDLEBACK HIGH SCHOOL	\$6,825.00
	OPSC School Facilities Bond	FREMONT ELEMENTARY SCHOOL	\$965.00
	OPSC School Facilities Bond	FRANKLIN ELEMENTARY SCHOOL	\$975.00
	OPSC School Facilities Bond	WILSON ELEMENTARY SCHOOL	\$16,370.00

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

From 30-JAN-2013 through 26-FEB-2013 Page: 3 of 11

PO No.	Vendor		BOA Date
Funding	Description	Location	Amount
280116	TJ JANCA CONSTRUCTION, INC.		
	OPSC School	MCFADDEN	\$15,600.68
	Facilities Bond	INTERMEDIATE SCHOOL	
280118	JL COBB PAINTING		
	Deferred Maintenance	BUILDING SERVICES	\$7,300.00
	Maintenance Fund	Contracts Repairs	
	SAUSD GO Bond, 2008	SANTIAGO ELEMENTARY	\$1,500.00
	Election, Series A	SCHOOL	
	SAUSD GO Bond, 2008	SANTA ANA HIGH	\$6,500.00
	Election, Series A	SCHOOL	
	Capital Facilities	LATHROP	\$1,500.00
	Fund	INTERMEDIATE SCHOOL	
	Capital Facilities	WILLARD	\$9,800.00
	Fund	INTERMEDIATE SCHOOL	
	Developer Fees	CENTURY HIGH SCHOOL	\$5,500.00
	OPSC School	FREMONT ELEMENTARY	\$1,800.00
	Facilities Bond	SCHOOL	
	OPSC School	FRANKLIN ELEMENTARY	\$14,374.85
	Facilities Bond	SCHOOL	
280118	JL COBB PAINTING		
	OPSC School	WILSON ELEMENTARY	\$1,000.00
	Facilities Bond	SCHOOL	
	OPSC School	SANTA ANA HIGH	\$3,500.00
	Facilities Bond	SCHOOL	
	OPSC School	SADDLEBACK HIGH	\$9,000.00
	Facilities Bond	SCHOOL	
280119	VERNE'S PLUMBING, INC.		
	Ongoing & Major Maintenance	BUILDING SERVICES	\$5,592.82
	Maintenance Account	Contracts Repairs	
	Child Nutrition:	Other Equipment	FOOD 4 THOUGHT
	School Programs		\$15,324.02
	Deferred Maintenance	BUILDING SERVICES	\$5,800.00
	Maintenance Fund	Contracts Repairs	
	SAUSD GO Bond, 2008	DAVIS ELEMENTARY	\$21,864.69
	Election, Series A	SCHOOL	

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

From 30-JAN-2013 through 26-FEB-2013

Page: 4 of 11

PO No.	Vendor		BOA Date
Funding	Description	Location	Amount
280119	VERNE'S PLUMBING, INC.		
	SAUSD GO Bond, 2008 Election, Series A	EDISON ELEMENTARY SCHOOL	\$660.72
	SAUSD GO Bond, 2008 Election, Series A	SANTA ANA HIGH SCHOOL	\$3,427.30
	SAUSD GO Bond, 2008 Election, Series A	MCFADDEN INTERMEDIATE SCHOOL	\$3,200.00
	Capital Facilities Fund	WASHINGTON ELEMENTARY SCHOOL	\$1,301.52
	Developer Fees	CENTURY HIGH SCHOOL	\$7,214.22
	OPSC School Facilities Bond	EDISON ELEMENTARY SCHOOL	\$1,898.26
	OPSC School Facilities Bond	MARTIN ELEMENTARY SCHOOL	\$9,324.39
	OPSC School Facilities Bond	MONROE ELEMENTARY SCHOOL	\$2,994.53
	OPSC School Facilities Bond	SANTIAGO ELEMENTARY SCHOOL	\$33,547.63
	OPSC School Facilities Bond	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$1,045.13
	OPSC School Facilities Bond	WILSON ELEMENTARY SCHOOL	\$19,710.28
	OPSC School Facilities Bond	REMINGTON ELEMENTARY SCHOOL	\$18,647.20
	OPSC School Facilities Bond	SANTA ANA HIGH SCHOOL	\$9,182.48
	OPSC School Facilities Bond	SADDLEBACK HIGH SCHOOL	\$20,723.79
	OPSC School Facilities Bond	SPURGEON INTERMEDIATE SCHOOL	\$4,107.29
	OPSC School Facilities Bond	SANTIAGO ELEMENTARY SCHOOL	\$10,130.92

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

From 30-JAN-2013 through 26-FEB-2013 Page: 5 of 11

PO No.	Vendor		BOA Date
Funding	Description	Location	Amount
280239	ATKINSON ANDELSON LOYA RUUD & ROMO		2012/06/26
	Special Education Legal Audit and Election Contracts	SPECIAL EDUCATION	\$170,000.00
280359	BEN'S ASPHALT, INC.		
	SAUSD GO Bond, 2008 Election, Series A	SANTIAGO ELEMENTARY SCHOOL	\$6,913.00
	SAUSD GO Bond, 2008 Election, Series A	WILSON ELEMENTARY SCHOOL	\$6,419.00
	Community Redevelopment	SANTIAGO ELEMENTARY SCHOOL	\$2,363.00
	Measure G Bond Series B	DAVIS ELEMENTARY SCHOOL	\$89,183.00
	OPSC School Facilities Bond	ADAMS ELEMENTARY SCHOOL	\$4,782.00
	OPSC School Facilities Bond	SADDLEBACK HIGH SCHOOL	\$2,615.00
280369	WARE DISPOSAL, INC.		
	Unrestricted Discretionary Accounts	Housekeeping Services Trash	DISTRICT-WIDE \$500,000.00
280415	CDW GOVERNMENT, INC.		
	Unrestricted Discretionary Accounts	Equipment Maintenance Supplies	INFORMATION TECHNOLOGY CENTER \$30,000.00
280439	GILBERT & STEARNS, INC.		
	Unrestricted Regional Occupational Centers/Program	Maintenance Contracts Repairs	REGIONAL OCCUPATIONAL PROGRAM \$6,332.55
	Ongoing & Major Maintenance Account	Maintenance Contracts Repairs	BUILDING SERVICES \$164.45
	Child Nutrition: School Programs	Maintenance Contracts Repairs	FOOD 4 THOUGHT \$2,679.71
	Child Nutrition: School Programs	Other Equipment	FOOD 4 THOUGHT \$5,109.41
	SAUSD GO Bond, 2008 Election, Series A	ADAMS ELEMENTARY SCHOOL	\$280.96

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

From 30-JAN-2013 through 26-FEB-2013

Page: 6 of 11

PO No.	Vendor		BOA Date
Funding	Description	Location	Amount
280439	GILBERT & STEARNS, INC.		
	SAUSD GO Bond, 2008 Election, Series A	EDISON ELEMENTARY SCHOOL	\$3,229.67
	SAUSD GO Bond, 2008 Election, Series A	JEFFERSON ELEMENTARY SCHOOL	\$3,851.54
	SAUSD GO Bond, 2008 Election, Series A	MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	\$397.48
	SAUSD GO Bond, 2008 Election, Series A	SANTA ANA HIGH SCHOOL	\$1,980.21
	SAUSD GO Bond, 2008 Election, Series A	WILLARD INTERMEDIATE SCHOOL	\$4,543.29
	SAUSD GO Bond, 2008 Election, Series A	SADDLEBACK HIGH SCHOOL	\$892.90
	Capital Facilities Fund	EDISON ELEMENTARY SCHOOL	\$13,482.67
	Capital Facilities Fund	SEPULVEDA ELEMENTARY SCHOOL	\$1,507.50
	Capital Facilities Fund	LATHROP INTERMEDIATE SCHOOL	\$4,467.60
	Capital Facilities Fund	WILLARD INTERMEDIATE SCHOOL	\$4,117.24
	Capital Facilities Fund	SADDLEBACK HIGH SCHOOL	\$3,872.25
	Developer Fees	CENTURY HIGH SCHOOL	\$37,518.61
	City Santa Ana Redevelopment	GARFIELD ELEMENTARY SCHOOL	\$1,315.60
	OPSC School Facilities Bond	DAVIS ELEMENTARY SCHOOL	\$1,761.76
	OPSC School Facilities Bond	EDISON ELEMENTARY SCHOOL	\$2,588.55
	OPSC School Facilities Bond	FREMONT ELEMENTARY SCHOOL	\$49,583.44

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

From 30-JAN-2013 through 26-FEB-2013

Page: 7 of 11

PO No.	Vendor		BOA Date
Funding	Description	Location	Amount
280439	GILBERT & STEARNS, INC.		
OPSC School Facilities Bond		HARVEY ELEMENTARY SCHOOL	\$1,129.15
OPSC School Facilities Bond		JEFFERSON ELEMENTARY SCHOOL	\$1,145.18
OPSC School Facilities Bond		MARTIN ELEMENTARY SCHOOL	\$6,607.01
OPSC School Facilities Bond		MONROE ELEMENTARY SCHOOL	\$9,072.55
OPSC School Facilities Bond		ROOSEVELT ELEMENTARY SCHOOL	\$403.19
OPSC School Facilities Bond		SANTIAGO ELEMENTARY SCHOOL	\$620.63
OPSC School Facilities Bond		GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$6,811.70
OPSC School Facilities Bond		TAFT ELEMENTARY SCHOOL	\$568.60
OPSC School Facilities Bond		REMINGTON ELEMENTARY SCHOOL	\$5,804.59
OPSC School Facilities Bond		MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	\$8,780.54
OPSC School Facilities Bond		LATHROP INTERMEDIATE SCHOOL	\$14,412.61
OPSC School Facilities Bond		SANTA ANA HIGH SCHOOL	\$7,754.76
OPSC School Facilities Bond		MCFADDEN INTERMEDIATE SCHOOL	\$8,238.41
OPSC School Facilities Bond		SADDLEBACK HIGH SCHOOL	\$194.25
OPSC School Facilities Bond		SPURGEON INTERMEDIATE SCHOOL	\$3,015.00
OPSC School Facilities Bond		FREMONT ELEMENTARY SCHOOL	\$50,257.41

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

From 30-JAN-2013 through 26-FEB-2013 Page: 8 of 11

PO No.	Vendor		BOA Date
Funding	Description	Location	Amount
280439	GILBERT & STEARNS, INC.		
	OPSC School	HARVEY ELEMENTARY	\$8,707.04
	Facilities Bond	SCHOOL	
	OPSC School	JEFFERSON	\$4,104.00
	Facilities Bond	ELEMENTARY SCHOOL	
	OPSC School	FRANKLIN ELEMENTARY	\$1,384.35
	Facilities Bond	SCHOOL	
	OPSC School	MUIR FUNDAMENTAL	\$109.63
	Facilities Bond	ELEMENTARY SCHOOL	
	OPSC School	WILLARD	\$1,935.00
	Facilities Bond	INTERMEDIATE SCHOOL	
	OPSC School	MCFADDEN	\$1,015.02
	Facilities Bond	INTERMEDIATE SCHOOL	
280893	MCKENNA LONG & ALDRIDGE, LLP		2012/06/26
	Unrestricted	Legal Audit and	BUSINESS SERVICES
	Discretionary	Election Contracts	DIVISION
	Accounts		\$254,000.00
281235	IFUSION SOLUTIONS, INC.		2012/06/26
	Child Nutrition:	Consultant	FOOD 4 THOUGHT
	School Programs	Noninstructional	\$240,000.00
281397	DEPARTMENT OF JUSTICE ACCOUNTING OFFICE		
	Unrestricted	Other Contracts	SCHOOL POLICE
	Discretionary		SERVICES
	Accounts		\$45,000.00
281419	CROP PRODUCTION SERVICES, INC.		
	Civic Center Rental Grounds	RISK MANAGEMENT	\$31,000.00
	Fees	Maintenance	
		Supplies	
281469	RED ROCK CANYON SCHOOL ADOLESCENT RESIDENTIAL		
	Special Education	Non Public Schools	SPECIAL EDUCATION
		Contracts	\$14,625.00
	Special Ed: Mental	Non Public Schools	SPECIAL EDUCATION
	Health Services	Contracts	\$83,332.00



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

From 30-JAN-2013 through 26-FEB-2013 Page: 9 of 11

PO No. Vendor BOA Date

Funding	Description	Location	Amount
281497	ORBACH, HUFF AND SUAREZ, LLP Cell Leases Facilities	Other Contracts FACILITIES/GOVERNMENTAL RELATIONS	\$294.00
SAUSD GO Bond, 2008 Election, Series A	Plans All Other Printing, etc.	FACILITIES/GOVERNMENTAL RELATIONS	\$194,206.00
SAUSD GO Bond, 2008 Election, Series A	Plans All Other Printing, etc.	SIERRA PREPARATORY ACADEMY	\$100.00
SAUSD GO Bond, 2008 Election, Series A	Plans All Other Printing, etc.	SANTA ANA HIGH SCHOOL	\$100.00
SAUSD GO Bond, 2008 Election, Series A	Plans All Other Printing, etc.	SPURGEON INTERMEDIATE SCHOOL	\$100.00
SAUSD GO Bond, 2008 Election, Series A	Plans All Other Printing, etc.	CENTURY HIGH SCHOOL	\$100.00
SAUSD GO Bond, 2008 Election, Series A	Plans All Other Printing, etc.	HENINGER ELEMENTARY SCHOOL	\$100.00
Fd 40 QZAB Solar Energy Savings 2012	Plans All Other Printing, etc.	FACILITIES/GOVERNMENTAL RELATIONS	\$5,000.00
282308	IRVINE UNIFIED SCHOOL DISTRICT Special Ed: Mental Health Services	Sub-Agreements for Services SPECIAL EDUCATION	\$61,350.00
	Special Ed: Mental Health Services	Consultants Instructional SPECIAL EDUCATION	\$25,000.00
283157	PROVO CANYON SCHOOL, INC. Special Education	Non Public Schools Contract SPECIAL EDUCATION	2012/09/25 \$43,565.00
	Special Ed: Mental Health Services	Non Public Schools Contracts SPECIAL EDUCATION	\$91,980.00
284557	EASTMAN KODAK COMPANY Unrestricted Discretionary Accounts	Replacement of Equipment PUBLICATIONS	\$149,447.16
284599	SEGERSTROM CENTER FOR THE ARTS ARRA Title 1 School Improvement Grant	Sub-Agreements for Services SIERRA PREPARATORY ACADEMY	\$3,950.00
	ARRA Title 1 School Improvement Grant	Consultants Instructional SIERRA PREPARATORY ACADEMY	\$25,000.00

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

From 30-JAN-2013 through 26-FEB-2013

Page: 10 of 11

PO No.	Vendor			BOA Date
Funding	Description	Location		Amount
284706	XPEDX, AN INTERNATIONAL PAPER COMPANY			2012/03/27
General Fund	Publications Inventory	PUBLICATIONS		\$31,159.04
284966	ROQUET PAVING, INC.			
OPSC School	Facilities Bond	CENTURY HIGH SCHOOL		\$40,880.00
284967	PCM3, INC.			
OPSC School	Construction Managers Fees	SADDLEBACK HIGH SCHOOL		\$193,924.08
284992	WESTED			2012/12/11
Title III Limited	Consultant	ENGLISH LEARNER		\$45,000.00
English Proficiency LEP Student	Noninstructional	PROGRAMS & STUDENT ACHIEVEMENT		
284995	OneOC			2012/09/25
Fitness for All	Sub-Agreements For Services	SPECIAL PROJECTS/WELLNESS		\$5,000.00
Fitness for All	Consultants Instructional	SPECIAL PROJECTS/WELLNESS		\$25,000.00
285002	ASSETWORKS, INC.			
Unrestricted Discretionary Accounts	Consultant Noninstructional	DISTRICT-WIDE		\$27,613.63
285028	GKKWORKS			
OPSC School	Building Architect	CARR INTERMEDIATE SCHOOL		\$29,125.00
Facilities Bond	Plans All Other Printing, etc.	CARR INTERMEDIATE SCHOOL		\$2,500.00
285088	BALFOUR BEATTY CONSTRUCTION			2011/07/26
OPSC School	Construction Managers Fees	DIAMOND ELEMENTARY SCHOOL		\$227,448.00
Facilities Bond				
285127	KAPLAN K-12 LEARNING SERVICES			
Unrestricted - CAHSEE Intensive	Sub-Agreements for Services	SADDLEBACK HIGH SCHOOL		\$56,446.00
285148	REY ART LANDSCAPE, INC.			
OPSC School	Facilities Bond	CENTURY HIGH SCHOOL		\$52,775.00

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

From 30-JAN-2013 through 26-FEB-2013

Page: 11 of 11

PO No.	Vendor		BOA Date
Funding	Description	Location	Amount
285179	PACIFIC PLAY SYSTEMS, INC.		
Capital Facilities Fund		FREMONT ELEMENTARY SCHOOL	\$26,428.52
285351	MCGRATH RENTCORP dba MOBILE MODULAR MANAGEMENT, CO.		
Capital Facilities Fund	Rental Contracts	GARFIELD ELEMENTARY SCHOOL	\$37,044.45
285489	ORANGE COUNTY HIGH SCHOOL OF THE ARTS		
Special Education	Other Tuition	SPECIAL EDUCATION	\$360,000.00
285491	NEXUS IS, INC.		
OPSC School Facilities Bond		MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	\$74,985.41
285510	THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.		
Unrestricted Discretionary Accounts	Other Authorized Interfund Transfers	DISTRICT-WIDE	\$582,112.50
285511	THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.		
Unrestricted Discretionary Accounts	Other Authorized Interfund Transfers	DISTRICT-WIDE	\$1,010,000.00
285573	FAMSOFT CORPORATION		
Health & Welfare	Consultant Noninstructional	DISTRICT-WIDE	\$80,000.00
285574	BARNEY AND BARNEY, LLC		
Health & Welfare	Consultant Noninstructional	DISTRICT-WIDE	\$40,000.00

**AGENDA ITEM BACKUP SHEET**  
**March 12, 2013**

**Board Meeting**

**TITLE:**                   **Ratification of Expenditure Summary and Warrant Listing for Period of January 30, 2013 through February 26, 2013**

**ITEM:**                   **Consent**

**SUBMITTED BY:**   **Michael P. Bishop, Sr., CBO, Interim 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 January 30, 2013 through February 26, 2013. 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 January 30, 2013 through February 26, 2013.

 MBmm



# Santa Ana Unified School District

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

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

Date: February 26, 2013

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

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

Subject: Expenditures Summary: From 30-JAN-2013 through 26-FEB-2013

Fund 01 General Fund	\$4,117,966.08
Fund 09 Charter School Fund	\$133,020.34
Fund 12 Child Development	\$1,441.10
Fund 13 Cafeteria Fund	\$1,075,784.36
Fund 14 Deferred Maintenance Fund	\$67,838.74
Fund 24 SAUSD GO Bond, 2008 Election, Series A Building Fund	\$1,739,748.10
Fund 25 Capital Facilities Fund	\$428,489.03
Fund 26 Measure G Bond	\$103,571.52
Fund 27 Qualified School Construction Bond	\$32,429.44
Fund 29 Measure G	\$52,428.27
Fund 35 County School Facilities Fund	\$2,226,736.59
Fund 40 Special Reserve Fund	\$6,023.66
Fund 49 Capital Project Fund for Blended Component	\$6,076.26
Fund 68 Workers' Compensation	\$107,666.82
Fund 69 Health & Welfare	\$5,201,418.01
Fund 81 Property & Liability	\$15,835.49
Total Expenditures:	\$15,316,473.81

Prepared By: Christeen Betz, Director, Accounting

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

## BOARD OF EDUCATION

José Alfredo Hernández, J.D., President • Rob Richardson, Vice President  
Audrey Yamagata-Noji, Ph.D., Clerk • John Palacio, Member • Cecilia "Ceci" Iglesias, Member

# SAUSD Board of Education Warrant Listing

January 30, 2013

Page 1 of 3

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
<b>Fund 01 General Fund</b>			
84177708	<b>ATKINSON ANDELSON LOYA RUUD &amp; ROMO</b> Unrestricted Discretionary Accounts	BUSINESS SERVICES DIVISION EMPLOYEE RELATIONS	\$33,555.40
84177715	<b>ESCHOLAR, LLC</b> Economic Impact Aid	STUDENT ACHIEVEMENT	\$93,862.50
84177725	<b>SCHOLASTIC, INC.</b> Economic Impact Aid	SANTA ANA HIGH SCHOOL	\$32,586.00
84177980	<b>BARNES &amp; NOBLE BOOKSELLERS, INC.</b> ARRA Title 1 School Improvement Grant (SIG) PLAS	SIERRA PREPARATORY ACADEMY	\$80,133.68
84177732	<b>XEROX CORPORATION</b> Unrestricted Discretionary Accounts	DISTRICT-WIDE	\$116,471.06
84177703	<b>SOUTHERN CALIFORNIA EDISON</b> Head Start Unrestricted - Regional Occupational Centers/Program (ROC/P 6350) Unrestricted Discretionary Accounts	CHILD DEVELOPMENT REGIONAL OCCUPATIONAL PROGRAM DISTRICT-WIDE	\$327,405.05
84177789	<b>BLACK DIAMOND, INC. dba BLACK DIAMOND</b> Ongoing & Major Maintenance Account	BUILDING SERVICES	\$28,840.00
<b>Fund 13 Cafeteria Fund</b>			
84177920	<b>LOEWY ENTERPRISES, INC. dba SUNRISE PRODUCE</b> Child Nutrition: School Programs	FOOD 4 THOUGHT	\$37,322.24
84177919	<b>LOEWY ENTERPRISES, INC. dba SUNRISE PRODUCE</b> Child Nutrition: School Programs	FOOD 4 THOUGHT	\$70,429.67
84177915	<b>GOLD STAR FOODS</b> Child Nutrition: School Programs	CENTURY HIGH SCHOOL FOOD 4 THOUGHT	\$148,903.35

# SAUSD Board of Education Warrant Listing

January 30, 2013

Page 2 of 3

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
		GODINEZ FUNDAMENTAL HIGH SCHOOL	
		MC FADDEN INTERMEDIATE SCHOOL	
		VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	
84177913	<b>GOLD STAR FOODS</b> Child Nutrition: School Programs	FOOD 4 THOUGHT	<b>\$67,871.58</b>

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

84177937	<b>BARNHART-BALFOUR BEATY, INC.</b> Fund 24 SAUSD GO Bond, 2008 Election, Series A Building Fund	SPURGEON INTERMEDIATE SCHOOL	<b>\$44,923.70</b>
84177870	<b>BALFOUR BEATTY CONSTRUCTION</b> Fund 24 SAUSD GO Bond, 2008 Election, Series A Building Fund	GARFIELD ELEMENTARY SCHOOL	<b>\$537,629.70</b>

## Fund 25 Capital Facilities Fund

84177871	<b>BALFOUR BEATTY CONSTRUCTION</b> Fund 25 City Santa Ana Redevelopment	GARFIELD ELEMENTARY SCHOOL	<b>\$173,159.35</b>
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## Fund 26 Measure G Bond

84177872	<b>PALP INC. dba EXCEL PAVING</b> Fund 26 Measure G Bond Series B	SANTA ANA HIGH SCHOOL	<b>\$28,859.50</b>
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## Fund 29 Measure G

84177874	<b>MEK AIR TECH</b> Fund 29 Measure G Series E	WILLARD INTERMEDIATE SCHOOL	<b>\$30,593.44</b>
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# SAUSD Board of Education Warrant Listing

January 30, 2013

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
<b>Fund 35 County School Facilities Fund</b>			
84177878	<b>BEST CONTRACTING SERVICES, INC.</b> Fund 35 OPSC School Facilities Bond Projects	SANTA ANA HIGH SCHOOL	\$29,149.17
84177890	<b>JAM CORPORATION</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	SANTIAGO ELEMENTARY SCHOOL	\$46,652.38
84177953	<b>BALFOUR BEATTY CONSTRUCTION</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	FRANKLIN ELEMENTARY SCHOOL HARVEY ELEMENTARY SCHOOL LATHROP INTERMEDIATE SCHOOL MONROE ELEMENTARY SCHOOL SPURGEON INTERMEDIATE SCHOOL	\$77,031.00
84177876	<b>A.J. FISTES CORPORATION</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	CARR INTERMEDIATE SCHOOL	\$32,110.65
<b>Grand Total:</b>			<b>\$2,037,489.42</b>



# SAUSD Board of Education Warrant Listing

February 06, 2013

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
<b>Fund 01 General Fund</b>			
84178136	<b>UNISOURCE WORLDWIDE, INC.</b> Fund 01 General Fund	ACCOUNTING DEPARTMENT WAREHOUSE AND DELIVERY	<b>\$50,869.98</b>
84177982	<b>EL SOL SCIENCE AND ARTS ACADEMY</b> Fund 01 General Fund	CASH ACCOUNT	<b>\$69,895.00</b>
84177983	<b>NOVA ACADEMY EARLY COLLEGE HIGH SCHOOL</b> Fund 01 General Fund	CASH ACCOUNT	<b>\$35,969.00</b>
84177984	<b>ORANGE COUNTY EDUCATIONAL ARTS ACADEMY</b> Fund 01 General Fund	CASH ACCOUNT	<b>\$54,689.00</b>
84177985	<b>ORANGE COUNTY HIGH SCHOOL OF THE ARTS</b> Fund 01 General Fund	CASH ACCOUNT	<b>\$172,206.00</b>
84177994	<b>ASSETWORKS, INC.</b> Unrestricted Discretionary Accounts	DISTRICT-WIDE	<b>\$25,627.50</b>
84177995	<b>ATKINSON ANDELSON LOYA RUUD &amp; ROMO</b> Unrestricted Discretionary Accounts	BUSINESS SERVICES DIVISION EMPLOYEE RELATIONS	<b>\$29,520.27</b>
84178017	<b>KEY DATA SYSTEMS</b> IASA: Title I Basic Grants Low-Income and Neglected, Part A	STUDENT ACHIEVEMENT	<b>\$28,250.00</b>
84178022	<b>MCKENNA LONG &amp; ALDRIDGE, LLP</b> Unrestricted Discretionary Accounts	BUSINESS SERVICES DIVISION	<b>\$44,256.61</b>
84178023	<b>ORANGE COUNTY DEPARTMENT OF EDUCATION</b> Special Education	SPECIAL EDUCATION	<b>\$101,771.44</b>
84178054	<b>INTEL-ASSESS, INC.</b> Economic Impact Aid	STUDENT ACHIEVEMENT	<b>\$168,000.00</b>

# SAUSD Board of Education Warrant Listing

February 06, 2013

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84178095	CDW GOVERNMENT, INC.		\$45,655.68
	ARRA Title 1 School Improvement Grant (SIG) PLAS	CENTURY HIGH SCHOOL	
		SADDLEBACK HIGH SCHOOL	
		SANTA ANA HIGH SCHOOL	
		WILLARD INTERMEDIATE SCHOOL	
	Beginning Teacher-BTSA	STAFF DEVELOPMENT	
	Carl D Perkins Section 131 Career and Technical Education act of 1998	VOCATIONAL EDUCATION	
	Economic Impact Aid	ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT	
		HENINGER ELEMENTARY SCHOOL	
		LORIN GRISET ACADEMY	
		MONROE ELEMENTARY SCHOOL	
	Fitness for All	SPECIAL PROJECTS/WELLNESS	
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
	IASA:Title I Basic Grants Low-Income and Neglected, Part A	CARVER ELEMENTARY SCHOOL	
		HEROES ELEMENTARY SCHOOL	
		LATHROP INTERMEDIATE SCHOOL	
	Special Ed: IDEA Early Intervention Grants	MITCHELL CHILD DEVELOPMENT CENTER	
	Special Education	SANTA ANA HIGH SCHOOL	
		SPECIAL EDUCATION	
		WALKER ELEMENTARY SCHOOL	
	Two-Way Digital ITFS Licensee Revenue	TECHNOLOGY	
	Unrestricted Discretionary Accounts	ACCOUNTING DEPARTMENT	
		BUSINESS SERVICES DIVISION	
		GODINEZ FUNDAMENTAL HIGH SCHOOL	
		JACKSON ELEMENTARY SCHOOL	
		LATHROP INTERMEDIATE SCHOOL	
		LINCOLN ELEMENTARY SCHOOL	

# SAUSD Board of Education Warrant Listing

February 06, 2013

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
		MUIR FUNDAMENTAL ELEMENTARY SCHOOL	
		PURCHASING DEPARTMENT	
		SANTA ANA HIGH SCHOOL	
		SEGERSTROM HIGH SCHOOL	
		SEPULVEDA ELEMENTARY SCHOOL	
		TAFT ELEMENTARY SCHOOL	
		THORPE FUNDAMENTAL ELEMENTARY SCHOOL	
84177981	<b>EDWARD B. COLE, SR. ACADEMY</b> Fund 01 General Fund	CASH ACCOUNT	<b>\$35,510.00</b>
84178135	<b>U S BANK - CAL CARD</b> ARRA Title 1 School Improvement Grant (SIG) PLAS	CENTURY HIGH SCHOOL	<b>\$113,035.77</b>
		SADDLEBACK HIGH SCHOOL	
		SIERRA PREPARATORY ACADEMY	
		VALLEY HIGH SCHOOL	
	Child Nutrition: Healthy Active Families	SPECIAL PROJECTS/WELLNESS	
	Community Foundation for National Capital Region	SADDLEBACK HIGH SCHOOL	
	Donations (Miscellaneous)	DIAMOND ELEMENTARY SCHOOL	
		EDISON ELEMENTARY SCHOOL	
		FRANKLIN ELEMENTARY SCHOOL	
		FREMONT ELEMENTARY SCHOOL	
		HOOVER ELEMENTARY SCHOOL	
		MADISON ELEMENTARY SCHOOL	
		MUIR FUNDAMENTAL ELEMENTARY SCHOOL	
		REMINGTON ELEMENTARY SCHOOL	
		SEPULVEDA ELEMENTARY SCHOOL	
		THORPE FUNDAMENTAL ELEMENTARY SCHOOL	

# SAUSD Board of Education Warrant Listing

February 06, 2013

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
	Economic Impact Aid	WILSON ELEMENTARY SCHOOL	
		CENTURY HIGH SCHOOL	
		FRANKLIN ELEMENTARY SCHOOL	
		JACKSON ELEMENTARY SCHOOL	
		LINCOLN ELEMENTARY SCHOOL	
		PIO PICO ELEMENTARY SCHOOL	
		ROOSEVELT ELEMENTARY SCHOOL	
		SANTA ANA HIGH SCHOOL	
		VALLEY HIGH SCHOOL	
	Economic Impact Aid-LEP	LINCOLN ELEMENTARY SCHOOL	
		THORPE FUNDAMENTAL ELEMENTARY SCHOOL	
		WILSON ELEMENTARY SCHOOL	
	Fitness for All	SPECIAL PROJECTS/WELLNESS	
	Fund 01 General Fund	INFORMATION TECHNOLOGY CENTER	
		SCHOOL POLICE SERVICES	
		WAREHOUSE AND DELIVERY	
	Head Start	CHILD DEVELOPMENT	
	High School Inc.	VALLEY HIGH SCHOOL	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CARR INTERMEDIATE SCHOOL	
		EARLY CHILDHOOD EDUCATION	
		ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT	
		ESQUEDA ELEMENTARY SCHOOL	
		GODINEZ FUNDAMENTAL HIGH SCHOOL	
		HENINGER ELEMENTARY SCHOOL	
		JACKSON ELEMENTARY SCHOOL	
		JEFFERSON ELEMENTARY SCHOOL	

# SAUSD Board of Education Warrant Listing

February 06, 2013

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
		KENNEDY ELEMENTARY SCHOOL	
		KING ELEMENTARY SCHOOL	
		LATHROP INTERMEDIATE SCHOOL	
		MARTIN ELEMENTARY SCHOOL	
		MCFADDEN INTERMEDIATE SCHOOL	
		MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	
		ROOSEVELT ELEMENTARY SCHOOL	
		STAFF DEVELOPMENT	
		VALLEY HIGH SCHOOL	
	Kinder Readiness Program II	EARLY CHILDHOOD EDUCATION	
	Medi-Cal Billing Option	SPECIAL EDUCATION	
	Nat'l & State School Award	MONROE ELEMENTARY SCHOOL	
	Ongoing & Major Maintenance Account	BUILDING SERVICES	
	Recognition Programs	DEPUTY SUPERINTENDENT'S OFFICE	
	Risk Management - Undesignated	RISK MANAGEMENT	
	Special Ed: Early Ed Individuals with Exceptional Needs Infant Program	MITCHELL CHILD DEVELOPMENT CENTER	
	Special Ed: IDEA Preschool Grants,	MITCHELL CHILD DEVELOPMENT CENTER	
	Special Education	GODINEZ FUNDAMENTAL HIGH SCHOOL	
		MITCHELL CHILD DEVELOPMENT CENTER	
		PSYCHOLOGICAL SERVICES/APE	
		SIERRA PREPARATORY ACADEMY	
		SPECIAL EDUCATION	
		SPEECH & LANGUAGE	
	Title III Limited English Proficiency LEP Student Program	ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT	
	Title II-Part A Improving Teacher Quality	ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT	
	Two-Way Digital ITFS Licensee Revenue	TECHNOLOGY	

# SAUSD Board of Education Warrant Listing

February 06, 2013

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
	Unrestricted - CalSafe (6091/6092)	EARLY CHILDHOOD EDUCATION	
	Unrestricted - Community Day Schools (2430)	COMMUNITY DAY HIGH SCHOOL	
	Unrestricted - Regional Occupational Centers/Program (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	
	Unrestricted Discretionary Accounts	ACCOUNTING DEPARTMENT	
		ADAMS ELEMENTARY SCHOOL	
		BOARD OF EDUCATION	
		BUILDING SERVICES	
		BUSINESS SERVICES DIVISION	
		CENTURY HIGH SCHOOL	
		CONSTITUENCY SERVICES	
		CONSTRUCTION	
		DAVIS ELEMENTARY SCHOOL	
		ELEMENTARY DIVISION	
		EMPLOYEE BENEFITS ADMINISTRATION	
		FACILITIES/GOVERNMENTAL RELATIONS	
		GODINEZ FUNDAMENTAL HIGH SCHOOL	
		HEROES ELEMENTARY SCHOOL	
		HUMAN RESOURCES DIVISION	
		KENNEDY ELEMENTARY SCHOOL	
		KING ELEMENTARY SCHOOL	
		LINCOLN ELEMENTARY SCHOOL	
		LOWELL ELEMENTARY SCHOOL	
		MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	
		MARTIN ELEMENTARY SCHOOL	
		MCFADDEN INTERMEDIATE SCHOOL	
		MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	
		MIDDLE COLLEGE HIGH SCHOOL	

# SAUSD Board of Education Warrant Listing

February 06, 2013

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
		PUBLIC INFORMATION	
		PUBLICATIONS	
		PUPIL SUPPORT SERVICES	
		PURCHASING DEPARTMENT	
		RESEARCH AND EVALUATION	
		SANTA ANA HIGH SCHOOL	
		SANTIAGO ELEMENTARY SCHOOL	
		SCHOOL POLICE SERVICES	
		SECONDARY DIVISION	
		SEGERSTROM HIGH SCHOOL	
		SPURGEON INTERMEDIATE SCHOOL	
		SUPERINTENDENT'S OFFICE	
		TAFT ELEMENTARY SCHOOL	
		VALLEY HIGH SCHOOL	
		VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	
		WILLARD INTERMEDIATE SCHOOL	
		WILSON ELEMENTARY SCHOOL	
	Unrestricted One-time Funds	ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT	
<b>84178186</b>	<b>WARE DISPOSAL, INC.</b>		<b>\$30,281.08</b>
	Unrestricted Discretionary Accounts	DISTRICT-WIDE	
<b>84178187</b>	<b>WESTERN POWER SYSTEMS</b>		<b>\$33,270.00</b>
	Ongoing & Major Maintenance Account	BUILDING SERVICES	
<b>84178126</b>	<b>ORANGE COUNTY DEPARTMENT OF EDUCATION</b>		<b>\$59,894.39</b>
	Medi-Cal Billing Option	SPECIAL EDUCATION	
	Special Education	SPECIAL EDUCATION	

# SAUSD Board of Education Warrant Listing

February 06, 2013

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
<b>Fund 09 Charter School Fund</b>			
84178194	NOVA ACADEMY EARLY COLLEGE HIGH SCHOOL Fund 09 Charter School Fund	CASH ACCOUNT	\$132,185.34
<b>Fund 13 Cafeteria Fund</b>			
84178197	A & R WHOLESALE DISTRIBUTORS Child Nutrition: School Programs	FOOD 4 THOUGHT	\$31,020.03
84178206	DRIFTWOOD DAIRY Child Nutrition: School Programs	CARR INTERMEDIATE SCHOOL CENTURY HIGH SCHOOL FOOD 4 THOUGHT LATHROP INTERMEDIATE SCHOOL MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL MCFADDEN INTERMEDIATE SCHOOL MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL SADDLEBACK HIGH SCHOOL SANTA ANA HIGH SCHOOL SEGERSTROM HIGH SCHOOL SIERRA PREPARATORY ACADEMY SPURGEON INTERMEDIATE SCHOOL VALLEY HIGH SCHOOL VILLA FUNDAMENTAL INTERMEDIATE SCHOOL WILLARD INTERMEDIATE SCHOOL	\$44,319.90



# SAUSD Board of Education Warrant Listing

February 06, 2013

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84178208	DRIFTWOOD DAIRY Child Nutrition: School Programs	CARR INTERMEDIATE SCHOOL CENTURY HIGH SCHOOL FOOD 4 THOUGHT LATHROP INTERMEDIATE SCHOOL MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL MCFADDEN INTERMEDIATE SCHOOL MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL SADDLEBACK HIGH SCHOOL SANTA ANA HIGH SCHOOL SEGERSTROM HIGH SCHOOL SIERRA PREPARATORY ACADEMY SPURGEON INTERMEDIATE SCHOOL VALLEY HIGH SCHOOL VILLA FUNDAMENTAL INTERMEDIATE SCHOOL WILLARD INTERMEDIATE SCHOOL	\$28,842.77
84178213	GOLD STAR FOODS Child Nutrition: School Programs	FOOD 4 THOUGHT	\$48,715.86
<b>Fund 14 Deferred Maintenance Fund</b>			
84178228	ALLSTAR PAVING COMPANY, INC. Fund 14 Deferred Maintenance Fund	BUILDING SERVICES	\$25,123.00
<b>Fund 26 Measure G Bond</b>			
84178191	ISEC, INCORPORATED Fund 26 Measure G Bond Series B	SANTA ANA HIGH SCHOOL	\$64,750.50

# SAUSD Board of Education Warrant Listing

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
<b>Fund 35 County School Facilities Fund</b>			
84178250	TJ JANCA CONSTRUCTION, INC. Fund 35 OPSC School Facilities Bond Projects	JEFFERSON ELEMENTARY SCHOOL REMINGTON ELEMENTARY SCHOOL SADDLEBACK HIGH SCHOOL	\$28,715.00
84178247	PCM3, INC. Fund 35 OPSC School Facilities Bond Projects	SADDLEBACK HIGH SCHOOL	\$123,440.52
<b>Fund 68 Workers' Compensation</b>			
84178255	SANTA ANA UNIFIED SCHOOL DISTRICT MEDICAL SELF Fund 68 Workers' Compensation	RISK MANAGEMENT	\$29,449.97
<b>Fund 69 Health &amp; Welfare</b>			
84178257	SANTA ANA UNIFIED SCHOOL DISTRICT Health & Welfare - Active Employees Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS DISTRICT EMPLOYEE BENEFITS	\$500,000.00
<b>Grand Total:</b>			<b>\$2,155,264.61</b>

# 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>			
84178286	<b>XEROX CORPORATION</b> Unrestricted One-time Funds	PUBLICATIONS	<b>\$33,964.25</b>
84178301	<b>DURHAM SCHOOL SERVICES, L.P.</b> 30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships Transportation-Home to School Transportation-Special Education Unrestricted - Regional Occupational Centers/Program (ROC/P 6350)	HOOVER ELEMENTARY SCHOOL TRANSPORTATION DEPARTMENT TRANSPORTATION DEPARTMENT REGIONAL OCCUPATIONAL PROGRAM	<b>\$596,548.89</b>
84178336	<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 SADDLEBACK HIGH SCHOOL VALLEY HIGH SCHOOL	<b>\$26,462.60</b>
84178349	<b>GUARANTY CHEVROLET</b> Civic Center Rental Fees	RISK MANAGEMENT	<b>\$41,308.86</b>
84178260	<b>GAS CO.</b> Unrestricted - Regional Occupational Centers/Program (ROC/P 6350) Unrestricted Discretionary Accounts	REGIONAL OCCUPATIONAL PROGRAM DISTRICT-WIDE	<b>\$34,942.78</b>
<b>Fund 13 Cafeteria Fund</b>			
84178402	<b>GOLD STAR FOODS</b> Child Nutrition: School Programs	CARR INTERMEDIATE SCHOOL FOOD 4 THOUGHT MCFADDEN INTERMEDIATE SCHOOL MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	<b>\$41,079.74</b>

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
		SIERRA PREPARATORY ACADEMY	
		WILLARD INTERMEDIATE SCHOOL	
84178400	<b>GOLD STAR FOODS</b>		<b>\$58,772.93</b>
	Child Nutrition: School Programs	CENTURY HIGH SCHOOL	
		FOOD 4 THOUGHT	
		SANTA ANA HIGH SCHOOL	

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

84178370	<b>BALFOUR BEATTY CONSTRUCTION</b>		<b>\$1,080,607.90</b>
	Fund 24 SAUSD GO Bond, 2008 Election, Series A Building Fund	GARFIELD ELEMENTARY SCHOOL	

## Fund 25 Capital Facilities Fund

84178371	<b>BALFOUR BEATTY CONSTRUCTION</b>		<b>\$220,320.20</b>
	Fund 25 City Santa Ana Redevelopment	GARFIELD ELEMENTARY SCHOOL	

## Fund 35 County School Facilities Fund

84178382	<b>JL COBB PAINTING</b>		<b>\$40,042.50</b>
	Fund 35 OPSC School Facilities Bond Projects	SANTA ANA HIGH SCHOOL	
84178376	<b>CONSTRUCTION ELECTRIC, INC.</b>		<b>\$66,221.17</b>
	Fund 35 OPSC School Facilities Bond Projects-Second Issuance	LOWELL ELEMENTARY SCHOOL	
84178377	<b>CONTINENTAL FLOORING, INC.</b>		<b>\$25,975.85</b>
	Fund 35 OPSC School Facilities Bond Projects-Second Issuance	WILSON ELEMENTARY SCHOOL	
84178378	<b>DALKE &amp; SONS CONSTRUCTION, INC.</b>		<b>\$36,916.76</b>
	Fund 35 OPSC School Facilities Bond Projects-Second Issuance	MADISON ELEMENTARY SCHOOL	
84178381	<b>FAST-TRACK CONSTRUCTION CORPORATION</b>		<b>\$81,205.14</b>
	Fund 35 OPSC School Facilities Bond Projects-Second Issuance	SPURGEON INTERMEDIATE SCHOOL	
84178384	<b>MACKONE DEVELOPMENT, INC.</b>		<b>\$68,190.55</b>
	Fund 35 OPSC School Facilities Bond Projects-Second Issuance	HARVEY ELEMENTARY SCHOOL	

# SAUSD Board of Education Warrant Listing

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84178386	<b>SILVER-CREEK INDUSTRIES, INC.</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	LATHROP INTERMEDIATE SCHOOL	\$741,309.03
84178430	<b>BALFOUR BEATTY CONSTRUCTION</b> Fund 35 OPSC School Facilities Bond Projects Fund 35 OPSC School Facilities Bond Projects-Second Issuance	DIAMOND ELEMENTARY SCHOOL LATHROP INTERMEDIATE SCHOOL SPURGEON INTERMEDIATE SCHOOL	\$153,149.00
84178437	<b>INTERCOM CLOCKS &amp; SIGNAL SERVICE</b> Fund 35 OPSC School Facilities Bond Projects	GARFIELD ELEMENTARY SCHOOL MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL SANTA ANA HIGH SCHOOL SEPULVEDA ELEMENTARY SCHOOL SPURGEON INTERMEDIATE SCHOOL	\$34,370.37
84178442	<b>ROQUET PAVING, INC.</b> Fund 35 OPSC School Facilities Bond Projects	CENTURY HIGH SCHOOL	\$40,880.00
84178443	<b>TJ JANCA CONSTRUCTION, INC.</b> Fund 35 OPSC School Facilities Bond Projects	FREMONT ELEMENTARY SCHOOL MARTIN ELEMENTARY SCHOOL REMINGTON ELEMENTARY SCHOOL	\$30,090.00
84178379	<b>DE LA SECURA INC. dba DLS BUILDERS</b> Fund 35 OPSC School Facilities Bond Projects-Second Issuance	MARTIN ELEMENTARY SCHOOL	\$41,483.05
<b>Fund 69 Health &amp; Welfare</b>			
84178455	<b>VISION SERVICE PLAN</b> Health & Welfare - Active Employees Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS DISTRICT EMPLOYEE BENEFITS	\$49,481.64

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84178451	<b>BLUE SHIELD OF CALIFORNIA</b>		<b>\$3,497,827.18</b>
	Health & Welfare - Active Employees	DISTRICT EMPLOYEE BENEFITS	
	Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS	
84178452	<b>KAISER FOUNDATION HEALTH PLAN</b>		<b>\$1,128,165.55</b>
	Health & Welfare - Active Employees	DISTRICT EMPLOYEE BENEFITS	
	Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS	
<b>Grand Total:</b>			<b>\$8,169,315.94</b>

# 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>			
84178666	U S BANK - CAL CARD		\$56,635.91
	ARRA Title 1 School Improvement Grant (SIG) PLAS	CENTURY HIGH SCHOOL	
		SADDLEBACK HIGH SCHOOL	
		SIERRA PREPARATORY ACADEMY	
		WILLARD INTERMEDIATE SCHOOL	
	Child Nutrition: Healthy Active Families	SPECIAL PROJECTS/WELLNESS	
	Community Foundation for National Capital Region	SADDLEBACK HIGH SCHOOL	
	Economic Impact Aid	CARR INTERMEDIATE SCHOOL	
		COMMUNITY DAY HIGH SCHOOL	
		LINCOLN ELEMENTARY SCHOOL	
		MCFADDEN INTERMEDIATE SCHOOL	
		PIO PICO ELEMENTARY SCHOOL	
	Fitness for All	SPECIAL PROJECTS/WELLNESS	
	Fund 01 General Fund	INFORMATION TECHNOLOGY CENTER	
		SCHOOL POLICE SERVICES	
		WAREHOUSE AND DELIVERY	
	Head Start	CHILD DEVELOPMENT	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	JEFFERSON ELEMENTARY SCHOOL	
		KENNEDY ELEMENTARY SCHOOL	
		KING ELEMENTARY SCHOOL	
		LOWELL ELEMENTARY SCHOOL	
		MARTIN ELEMENTARY SCHOOL	
		MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	
		STUDENT ACHIEVEMENT	
		WALKER ELEMENTARY SCHOOL	
	IASA: Title I Migrant Ed Regular and Summer Program	MIGRANT EDUCATION	

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	Lottery: Instructional Materials	STATE TEXTBOOKS	
	Medi-Cal Billing Option	SPECIAL EDUCATION	
	Ongoing & Major Maintenance Account	BUILDING SERVICES	
	Special Ed: IDEA Early Intervention Grants	MITCHELL CHILD DEVELOPMENT CENTER	
	Special Ed: Mental Health Services	SPECIAL EDUCATION	
	Special Education	MCFADDEN INTERMEDIATE SCHOOL	
		SPECIAL EDUCATION	
		SPEECH & LANGUAGE	
		TAFT ELEMENTARY SCHOOL	
	Title II-Part A Improving Teacher Quality	ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT	
	Two-Way Digital ITFS Licensee Revenue	INSTRUCTIONAL MEDIA CENTER	
		TECHNOLOGY	
	Unrestricted - Regional Occupational Centers/Program (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	
	Unrestricted Discretionary Accounts	BUSINESS SERVICES DIVISION	
		CARR INTERMEDIATE SCHOOL	
		CENTURY HIGH SCHOOL	
		CHARTER/ATTENDANCE	
		CONSTRUCTION	
		DAVIS ELEMENTARY SCHOOL	
		ELEMENTARY DIVISION	
		FACILITIES/GOVERNMENTAL RELATIONS	
		FREMONT ELEMENTARY SCHOOL	
		GODINEZ FUNDAMENTAL HIGH SCHOOL	
		GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	
		HENINGER ELEMENTARY SCHOOL	
		HOOVER ELEMENTARY SCHOOL	
		HUMAN RESOURCES DIVISION	



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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
		JACKSON ELEMENTARY SCHOOL	
		KING ELEMENTARY SCHOOL	
		LATHROP INTERMEDIATE SCHOOL	
		LINCOLN ELEMENTARY SCHOOL	
		LOWELL ELEMENTARY SCHOOL	
		MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	
		MARTIN ELEMENTARY SCHOOL	
		MCFADDEN INTERMEDIATE SCHOOL	
		PUBLIC INFORMATION	
		PUBLICATIONS	
		PURCHASING DEPARTMENT	
		RESEARCH AND EVALUATION	
		SADDLEBACK HIGH SCHOOL	
		SANTA ANA HIGH SCHOOL	
		SCHOOL POLICE SERVICES	
		SEGERSTROM HIGH SCHOOL	
		SEPULVEDA ELEMENTARY SCHOOL	
		SIERRA PREPARATORY ACADEMY	
		SPURGEON INTERMEDIATE SCHOOL	
		SUPERINTENDENT'S OFFICE	
		VALLEY HIGH SCHOOL	
		VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	
		WILLARD INTERMEDIATE SCHOOL	
84178581	WARE DISPOSAL, INC. Unrestricted Discretionary Accounts	DISTRICT-WIDE	\$62,804.98

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
<b>84178537</b>	<b>AREY JONES EDUCATIONAL SOLUTIONS</b>		<b>\$25,195.50</b>
	Economic Impact Aid	ROOSEVELT ELEMENTARY SCHOOL	
	Economic Impact Aid-LEP	FRANKLIN ELEMENTARY SCHOOL	
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
	Medi-Cal Billing Option	SPECIAL EDUCATION	
	Ongoing & Major Maintenance Account	BUILDING SERVICES	
	Unrestricted Discretionary Accounts	GODINEZ FUNDAMENTAL HIGH SCHOOL	
		MUIR FUNDAMENTAL ELEMENTARY SCHOOL	
		ROOSEVELT ELEMENTARY SCHOOL	
<b>84178476</b>	<b>REVOLVING CASH FUND</b>		<b>\$26,182.44</b>
	Donations - Co-Curricular Activities	SEGERSTROM HIGH SCHOOL	
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
		INFORMATION TECHNOLOGY CENTER	
		SUPERINTENDENT'S OFFICE	
	Unrestricted Discretionary Accounts	BOARD OF EDUCATION	
		CENTURY HIGH SCHOOL	
		GODINEZ FUNDAMENTAL HIGH SCHOOL	
		MCFADDEN INTERMEDIATE SCHOOL	
		SADDLEBACK HIGH SCHOOL	
		SANTA ANA HIGH SCHOOL	
		SEGERSTROM HIGH SCHOOL	
		SUPERINTENDENT'S OFFICE	
		VALLEY HIGH SCHOOL	
<b>84178463</b>	<b>CAL PERS SAFETY</b>		<b>\$56,682.95</b>
	Fund 01 General Fund	DISTRICT EMPLOYEE BENEFITS	
<b>84178460</b>	<b>SOUTHERN CALIFORNIA EDISON</b>		<b>\$30,899.04</b>
	Unrestricted Discretionary Accounts	DISTRICT-WIDE	

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
<b>84178686</b>	<b>GOLD STAR FOODS</b>		<b>\$28,685.18</b>
	Child Nutrition: School Programs	CENTURY HIGH SCHOOL	
		FOOD 4 THOUGHT	
		LATHROP INTERMEDIATE SCHOOL	
		MCFADDEN INTERMEDIATE SCHOOL	
		SADDLEBACK HIGH SCHOOL	
		SIERRA PREPARATORY ACADEMY	
		VALLEY HIGH SCHOOL	
		VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	
<b>84178683</b>	<b>DRIFTWOOD DAIRY</b>		<b>\$27,197.84</b>
	Child Nutrition: School Programs	CENTURY HIGH SCHOOL	
		FOOD 4 THOUGHT	
		MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	
		SEGERSTROM HIGH SCHOOL	
		VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	
<b>84178681</b>	<b>DRIFTWOOD DAIRY</b>		<b>\$33,841.97</b>
	Child Nutrition: School Programs	CARR INTERMEDIATE SCHOOL	
		FOOD 4 THOUGHT	
		LATHROP INTERMEDIATE SCHOOL	
		MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	
		MCFADDEN INTERMEDIATE SCHOOL	
		SADDLEBACK HIGH SCHOOL	
		SANTA ANA HIGH SCHOOL	
		SIERRA PREPARATORY ACADEMY	
		SPURGEON INTERMEDIATE SCHOOL	
		VALLEY HIGH SCHOOL	
		WILLARD INTERMEDIATE SCHOOL	

# SAUSD Board of Education Warrant Listing

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84178679	DRIFTWOOD DAIRY Child Nutrition: School Programs	CARR INTERMEDIATE SCHOOL  CENTURY HIGH SCHOOL  FOOD 4 THOUGHT  GODINEZ FUNDAMENTAL HIGH SCHOOL  LATHROP INTERMEDIATE SCHOOL  MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL SCHOOL MCFADDEN INTERMEDIATE SCHOOL  MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL SCHOOL SADDLEBACK HIGH SCHOOL  SANTA ANA HIGH SCHOOL  SEGERSTROM HIGH SCHOOL  SIERRA PREPARATORY ACADEMY  SPURGEON INTERMEDIATE SCHOOL  VALLEY HIGH SCHOOL  VILLA FUNDAMENTAL INTERMEDIATE SCHOOL  WILLARD INTERMEDIATE SCHOOL	\$49,528.93

## Fund 68 Workers' Compensation

84178718	SANTA ANA UNIFIED SCHOOL DISTRICT MEDICAL SELF Fund 68 Workers' Compensation	RISK MANAGEMENT	\$58,246.60
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***Grand Total:***                    ***\$455,901.34***

**AGENDA ITEM BACKUP SHEET**  
**March 12, 2013**

**Board Meeting**

**TITLE:** Approval/Ratification of Listing of Agreements/Contracts with Santa Ana Unified School District and Various Consultants Submitted for Period of January 30, 2013 through February 26, 2013

**ITEM:** Consent

**SUBMITTED BY:** Michael P. Bishop, Sr., CBO, Interim 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 January 30, 2013 through February 26, 2013.

**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 January 30, 2013 through February 26, 2013.



## 2012-13 LISTING OF CONSULTANTS/CONTRACTED SERVICES

### Submitting Division: Educational Services

March 12, 2013

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED	REQ. NO.
1.	Rick Morris dba New Management, Inc.	<b>BTSA:</b> Increase to P.O. #280903. Will provide training for teachers on classroom management. This training will take place at the Delhi Center.	March 13, 2013 through June 30, 2013		BTSA	\$1,500.00	137252
2.	THINK Together Ratification	<b>Special Projects:</b> Will provide specific activities at 22 selected school sites for the Carol M. White Physical Education Program Grant. The grant requires three activities to include surveys, shuttle runs, and management of pedometers for compliance.	February 13, 2013 through June 14, 2013		PEP Grant Fund	\$30,000.00	135150
3.	Kevin Mayse	<b>Visual Performing Arts:</b> Will provide rehearsals and will act as a guest conductor for the District High School Honor Band.	March 20-21, 2013		General Fund	\$324.00	136399
4.	Ric Soto Ratification	<b>Visual Performing Arts:</b> Will provide rehearsals and will act as a guest conductor for the District High School Honor Choir.	March 5-6, 2013		General Fund	\$324.00	136578

**2012-13 LISTING OF CONSULTANTS/CONTRACTED SERVICES**  
**Submitting Division: Educational Services**  
**March 12, 2013**

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPER OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED	REQ. NO.
5.	California Weekly Explorer	<b>Muir Fundamental School:</b> Will provide a presentation on "California History for 4 <sup>th</sup> grade students and teachers. The presentation supports the 4 <sup>th</sup> grade Social Studies curriculum standard for California history and an enriched understanding of California history.	April 9, 15, and 22, 2013		Donation Fund	\$1,846.80	137510
6.	Segerstrom Center for the Arts	<b>Spurgeon Intermediate School:</b> Will provide "Civil War Living History In The Classroom" workshops to 8 <sup>th</sup> grade Social Studies classes.	April 22, 23, 29, and 30, 2013		EIA Fund	\$2,500.00	137136
7.	Bureau of Lectures	<b>Century High School:</b> Will provide an assembly of Russian music, dance, and song ensemble. These dancers will perform dances unique to the various regions of Russia.	March 19, 2013		General Fund	\$750.00	137545
8.	Sonja Munevar Gagnon	<b>Educational Services:</b> Will provide three QTEL training sessions to support intermediate schools in the implementation of the Common Core State Standards. Staff participating in the training includes CLAS teachers, Curriculum Specialists, and Department Chairs.	March 22, 2013 through June 30, 2013		Title II	\$8,000.00	137565

2012-13 LISTING OF CONSULTANTS/CONTRACTED SERVICES

Submitting Division: Educational Services

March 12, 2013

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED	REQ. NO.
9.	AWARD Publishing, LTD	<b>Educational Services:</b> Increase to P.O. #283055. Will provide professional development to the Transitional Kindergarten teachers. As identified through site observation, the delivery of additional AWARDS Publishing, LTD trainings would benefit teachers.	March 13, 2013 through June 30, 2013		Target Grant	\$6,000.00	137585
10.	Education Through Nature	<b>Century High School:</b> Will provide a comprehensive presentation to the 11 <sup>th</sup> grade students on various animals and species, their habitats, and the impact of the environment on the animals.	March 13 –14, 2013		General Fund	\$960.00	138184
11.	Discovery Science Center	<b>Sepulveda Elementary School:</b> Will provide a hands-on science exploration of bubbles. Students will investigate physical properties of bubbles, from their colors, shapes, and why they pop which reinforce the structure and properties of matter that are included in the Next Generation Science Standards for grades K, 2 <sup>nd</sup> , and 5 <sup>th</sup> . In addition, bubbles are utilized as a visual to teach students personal body space.	March 27, 2013		General Fund	\$325.00	137988



## 2012-13 LISTING OF CONSULTANTS/CONTRACTED SERVICES

### Submitting Division: Business Services

**March 12, 2013**

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED	REQ. NO.
12.	iFusion Solution, Inc.	Increase to P.O. #280822. Will provide professional support for business process enhancement to HRMS/Financial System. The "Go-Live" required extra testing needed in the production and support of the system.	March 13, 2013 through June 30, 2013		General Fund	\$112,000.00	137322
13.	Aon Risk Consulting	Will provide Actuarial Study of the Self-Insured Workers' Compensation Program as of June 30, 2012.	March 13, 2013 through June 30, 2013		Fund 68	\$4,950.00	136802

## 2012-13 LISTING OF CONSULTANTS/CONTRACTED SERVICES

### Submitting Division: Human Resources

March 12, 2013

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED	REQ. NO.
14.	Atkinson, Andelson, Loya, Ruud & Romo	Increase to P.O. #280238. Will provide legal expertise related to collective bargaining, employee discipline, and dismissal, as well as technical support, on an as needed basis.	March 13, 2013 through June 30, 2013		General Fund	\$250,000.00	136660

**2012-13 LISTING OF CONSULTANTS/CONTRACTED SERVICES**  
**Submitting Division: Support Services**  
**March 12, 2013**

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED	REQ. NO.
15.	Maxine Langdon	Will provide counseling to special education students.	March 13, 2013 through June 30, 2013		Mental Health Special Ed.	\$20,200.00	138665
16.	C.J.T. Enterprises	Increase to P.O. #280094. Will provide specialized equipment/technology for student with severe disabilities.	March 13, 2013 through June 30, 2013		Special Ed.	\$1,600.00	138663
17.	Sheila Doctors dba MSD Professional Consultants, Inc.	Increase to P.O. #280233. Will provide support for the District for students who are deaf and hard of hearing including communication methodologies, interpreting, transcription services, and placement options.	March 13, 2013 through June 30, 2013		Special Ed.	\$16,000.00	138661

**AGENDA ITEM BACKUP SHEET**  
**March 12, 2013**

**Board Meeting**

**TITLE:** Approval of Deductive Change Orders for Various Projects District-wide

**ITEM:** Consent

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

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

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of Deductive Change Orders for various projects District-wide. Change orders must be processed and approved. Failure to process change order requests in a timely manner can result in delaying the scheduled completion.

**RATIONALE:**

During the course of construction, changes to the contracts occurred, creating a net deduction on the contracts. Change orders pertain to the following:

Project	Bid Package	Original Contract Amount	Deductive Change Order Amount	Revised Total Contract Amount	Contractor
Greenville Fundamental ES Modernization	No. 9 Heating, Ventilation, and Air Conditioning	\$28,900	(\$3,000)	\$25,900.00	Cool Air Supply, Inc.
Lowell ES Modernization	No. 12 Mechanical Heating, Ventilation, and Air Conditioning	\$32,800	(\$10,000)	\$22,800.00	Cool Air Supply, Inc.
Santa Ana HS Modernization	No. 4 Mechanical	\$1,066,000	(\$21,469)	\$1,044,531.00	Westland Heating and Air Conditioning, Inc.
Santa Ana HS Modernization	No.7 Glass and Glazing	\$1,029,468	(\$25,537.52)	\$1,003,930.48	Best Contracting Services, Inc.
<b>TOTAL:</b>		<u>\$2,157,168</u>	<u>(\$60,006.52)</u>	<u>\$2,097,161.48</u>	

**FUNDING:**

State School Facilities Program/Measure G: Reduction of \$60,006.52

**RECOMMENDATION:**

Approve deductive change orders for various projects District-wide in the amount of \$60,006.52.

**AGENDA ITEM BACKUP SHEET  
March 12, 2013**

**Board Meeting**

**TITLE:** Acceptance of Completion of Contracts for Various Projects District-wide

**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 contracts for various projects District-wide.

**RATIONALE:**

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 projects.

Project	Bid Package	Amount	Retention @ 5%	Change Order	Contractor
Greenville Fundamental ES Modernization	No. 9 Heating, Ventilation, and Air Conditioning	\$25,900.00	\$1,295.00	1	Cool Air Supply, Inc.
Lowell ES Modernization	No. 12 Mechanical Heating, Ventilation, and Air Conditioning	\$22,800.00	\$1,140.00	1	Cool Air Supply, Inc.
Wilson ES Modernization	No. 5 Flooring	\$124,126.00	\$6,206.30	0	Continental Flooring, Inc.
Wilson ES Modernization	No. 7 Casework	\$66,110.00	\$3,305.50	0	K & Z Cabinet Company, Inc.
Wilson ES Modernization	No. 8 Acoustic Panel Ceiling	\$82,280.00	\$4,114.00	0	Elljay Acoustics, Inc.
Wilson ES Modernization	No. 9 Ceramic Tile	\$61,500.00	\$3,075.00	0	Floored Tile & Stone, Inc.
Wilson ES Modernization	No. 12 Plumbing	\$165,612.28	\$8,280.61	1	Dave Miller Plumbing, Inc.
Santa Ana HS Modernization	No. 19 Fire Rated Drywall	\$179,000.00	\$8,950.00	0	J.L. Cobb Painting

<b>Project</b>	<b>Bid Package</b>	<b>Amount</b>	<b>Retention @ 10%</b>	<b>Change Order</b>	<b>Contractor</b>
Santa Ana HS Modernization	No. 4 Mechanical	\$1,044,531.00	\$104,453.10	1	Westland Heating and Air Conditioning, Inc.
Santa Ana HS Modernization	No.7 Glass and Glazing	\$1,003,930.48	\$100,393.05	1	Best Contracting Services, Inc.
	<b>TOTAL:</b>	<b>\$2,775,789.76</b>	<b>\$241,212.56</b>		

**FUNDING:**

State School Facility Program/Measure G: \$241,212.56

**RECOMMENDATION:**

Accept the March 12, 2013, completion of contracts for various projects District-wide.

**AGENDA ITEM BACKUP SHEET****March 12, 2013****Board Meeting**

**TITLE:**                   **Approval of Substitute Subcontractor for Bid Package No. 1 General Construction – Framing at Diamond Elementary 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. 1 General Construction – Framing for the Modernization project at Diamond Elementary School per Public Contract Code Section 4107: “When the awarding authority determines that a listed subcontractor is not a responsible contractor. Prior to approval of the prime contractor's request for the substitution, the awarding authority, or its duly authorized officer, shall give notice in writing to the listed subcontractor of the prime contractor's request to substitute and of the reasons for the request. The notice shall be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor who has been so notified has five working days within which to submit written objections to the substitution to the awarding authority. Failure to file these written objections constitutes the listed subcontractor's consent to the substitution.” No response to our letter (attached) was received.

**RATIONALE:**

At its September 11, 2012 meeting, the Board awarded a contract for Bid Package No. 1 General Construction at Diamond Elementary School to Dalke & Sons Construction, Inc. Dalke & Sons Construction, Inc., has requested the substitution from Precision Framing Systems, Inc., to David Kilefner Construction, Inc.

**FUNDING:**

Not Applicable



**RECOMMENDATION:**

Approve David Kilefner Construction, Inc., as the substitute subcontractor for Bid Package No. 1 General Construction – Framing at Diamond Elementary School under the Modernization Program.

  
JD:rb



# Santa Ana Unified School District

Facilities & Governmental Relations  
Joe Dixon, Assistant Superintendent

Thelma Meléndez de Santa Ana, Ph.D.  
Superintendent

January 24, 2013

**VIA FACSIMILE TRANSMISSION (866)265-2750,**  
**U.S. MAIL, AND CERTIFIED MAIL/RETURN RECEIPT REQUESTED**

George Mears  
Precision Framing Systems, Inc.  
41663 Date St., Suite 200  
Murrieta, CA 92562

August 20, 2012

Re: Diamond Elementary School Bid Package No. 1 General Construction  
Modernization Project

Dear Mr. Mears,

Attached is a copy of a letter from Dalke & Sons Construction, Inc., indicating its intent to terminate and substitute Precision Framing Systems, Inc., on the above referenced project. Pursuant to California Public Contract Code section 4107(a),

Prior to approval of the prime contractor's request for the substitution the District, or its duly authorized officer, shall give notice in writing to the listed subcontractor of the prime contractor's request to substitute and of the reasons for the request. The notice shall be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor who has been notified shall have five working days within which to submit written objections to the substitution to the District. Failure to file these written objections shall constitute the listed subcontractor's consent to the substitution.

**Pursuant to the above provision of section 4107(a), if Precision Framing Systems objects to Dalke & Sons request for substitution, Precision Framing Systems must provide to the District written objections to Dalke & Sons requested substitution by NO LATER THAN 1:00 P.M. on January 31, 2013.**

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1601 East Chestnut Avenue, Santa Ana, CA 92701-6322, (714) 480-5357

## BOARD OF EDUCATION

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

**If Precision Framing Systems provides written objections by that time and Dalke & Sons does not withdraw its request for substitution, the District shall hold a hearing on Dalke & Sons request for substitution at a date to be determined and for which the District will provide you notice.**

The hearing will be held at the District Offices, 1601 East Chestnut Avenue Santa Ana, CA 92701-6322. This hearing will be held pursuant to section 4107(a), which states, in part:

If written objections are filed, the District shall give notice in writing of at least five working days to the listed subcontractor of a hearing by the District on the prime contractor's request for substitution.

If a representative from Precision Framing Systems or Dalke & Sons is not present at this meeting, that party will waive its right to pursue its position further. Each representative must:

- Be able and ready to provide all its company's detailed information supporting its contention(s),
- Be able to make any and all decisions for its company related to this request for substitution, and
- Have full authority to bind its company to any agreement that the representative may make on behalf of its company.

Each party may seek legal counsel and have legal counsel present during the hearing. The District may have the hearing transcribed by a court reporter. Copies of the transcript of the hearing, if created, will be available directly from the court reporter.

The District shall make its determination on whether to grant Dalke & Sons request for substitution based on all relevant information presented to it, including all information the parties present at the hearing.

**Finally, the District believes that both parties are at an impasse related to this substitution. If that is the case, we request that both parties agree immediately to have the above-referenced hearing at the earliest possible date. If all interested parties agree, then we can reduce the time frame and the District's construction schedule will not be put into jeopardy.**

Sincerely,



Todd Butcher, Director of Construction

Enclosure

c: Dalke & Sons Construction, Inc., Barry Dalke  
Balfour Beatty Construction, Inc.

1601 East Chestnut Avenue, Santa Ana, CA 92701-6322, (714) 480-5357

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**BOARD OF EDUCATION**

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



**DALKE & SONS CONSTRUCTION, INC.**

December 14, 2012

Balfour Beatty Construction  
**Attention: Jason Park, Project Engineer**  
2701 W. 5<sup>th</sup> Street  
Santa Ana, CA

**RE: Diamond Elementary School Modernization**  
**DSA Application No. 04-111129**

Dear Mr. Park,

We are officially requesting to substitute a listed subcontract on the above mentioned project pursuant to Public Contract Code 4107(a). Our listed subcontractor, Precision Framing Systems, Inc has given us the attached letter stating that they are unable to perform the project for us. They have also failed to execute a written contract for their scope of work as specified. We are therefore requesting to substitute them for David Kilefner Construction, Inc. The contact information for both subcontractors is as follows:

Old Subcontractor:

Precision Framing Systems, Inc  
License #963225  
41663 Date St., Suite 200  
Murrieta, CA 92562  
(951) 894-7117, fax (866) 265-2750

New Subcontractor:

David Kilefner Construction, Inc  
License #897847  
6829 Amber St.  
Highland, CA 92346  
(951) 789-6872

Please let us know as soon as possible when all parties have agreed and approved this request. Should you have any other questions or comments please let me know.

Sincerely,

Barry Dalke  
Vice President – Bidding & Estimating

**Attachment** – Precision Framing's Release Letter

4585 Allstate Drive, Riverside, CA 92501 Phone: 951-274-9880 Fax: 951-274-0319 License #612500



41663 Date St., Suite 200 Murrieta, CA 92562

Lic No. 963225  
Phone 951-894-7117  
Fax 866-265-2750

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August 21, 2012

**Attn: Estimating Department**  
**Re: Diamond Elementary School**

To Whom it May Concern:

We hereby withdrawal our proposal for the rough carpentry (specification 06100) of the aforementioned project due to clerical error.

Should you have any questions or comments, please do not hesitate to contact me.

Sincerely,

George Mears  
Director of Construction

**AGENDA ITEM BACKUP SHEET**  
**March 12, 2013**

**Board Meeting**

**TITLE:** Adoption of Resolution No. 12/13-2955 - Certification of Board Member's Absence from Board Meeting

**ITEM:** Consent

**SUBMITTED BY:** Thelma Meléndez de Santa Ana, Ph.D., Superintendent

**PREPARED BY:** Thelma Meléndez de Santa Ana, Ph.D., Superintendent

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board adoption of Resolution No. 12/13-2955 so that Board Member Rob Richardson can be paid for the meeting of February 12, 2013, from which he was absent.

**RATIONALE:**

Education Code Section 35120(c) provides that "a member may be paid for any meeting when absent if the Board, by resolution duly adopted and included in its minutes finds that at the time of the meeting he or she was absent deemed acceptable by the Board."

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Adopt Resolution No. 12/13-2955 - Certifying Rob Richardson's absence from the Board Meeting of February 12, 2013.

TM/cg

1 RESOLUTION NO. 12/13-2955

2 BOARD OF EDUCATION

3 SANTA ANA UNIFIED SCHOOL DISTRICT

4 ORANGE COUNTY, CALIFORNIA

5 Certification of a Board Member's Absence from a Board Meeting

6 Rob Richardson

7 **WHEREAS**, Education Code Section 35120(c) states that "a Board Member may be  
8 paid for any meeting when absent if the Board by resolution duly adopted and  
9 included in its minutes finds that at the time of the meeting he or she was  
10 absent as deemed acceptable by the Board;" and

11 **WHEREAS**, The Board of Education does find that Board Member Rob Richardson  
12 was absent from a Board meeting held on February 12, 2013.

13 **NOW, THEREFORE, BE IT RESOLVED:** That the Board of Education authorizes  
14 payment for Board Member Rob Richardson for the meeting of February 12, 2013,  
15 from which he was absent.

16 Upon motion of member \_\_\_\_\_ and duly seconded, the foregoing Resolution  
17 was adopted by the following vote:

18 AYES:

19 NOES:

20 ABSENT:

21 ABSTAIN:

22 STATE OF CALIFORNIA)

23 )SS:  
24 COUNTY OF ORANGE )

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I, Thelma Meléndez de Santa Ana, Secretary to 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 properly noticed and held on the 12, day of March, 2013 and passed by a vote of \_\_\_\_\_ of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand this 13 day of March, 2013.

\_\_\_\_\_  
Thelma Meléndez de Santa Ana, Ph.D.  
Secretary  
Board of Education of the  
Santa Ana Unified School District



**AGENDA ITEM BACKUP SHEET**  
**March 12, 2013**

**Board Meeting**

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

**ITEM:**                    **Action**

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

**PREPARED BY:**    **Arturo Jimenez, Director, Constituency Services**

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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.

SANTA ANA UNIFIED SCHOOL DISTRICT  
GIFTS RECOMMENDED FOR ACCEPTANCE - March 12, 2013

School:	Gift:	Amount:	Donor:	Used for:
Diamond Elementary	80 backpacks and assorted school supplies	\$3,217	AT&T Pioneers/Orange Life Member Club Ms. Linda Anderson Santa Ana	Diamond students
Garfield Elementary		\$584	General Mills Box Tops for Education P.O. Box 9452 Minneapolis, MN	Student support and enrichment supplies and field trips
Lincoln Elementary		\$1,170	Lincoln PTA Mrs. Leslie Horta Santa Ana	Instructional supplies
Lincoln Elementary		\$2,000	Vista Verde Foundation Ms. Karyn Walker Irvine	Instructional supplies
Thorpe Fundamental Elementary		\$1,800	Freedom Communications Ms. Gail F. Courtney Santa Ana	Library books
Washington Elementary		\$700	Target Scholarship America Ms. Kim Rice St. Peter, MN	Field trips
Washington Elementary		\$1,000	Superior Grocers Ms. Mimi Song Santa Fe Springs	Field trips
Wilson Elementary		\$700	Target Scholarship America Ms. Kim Rice St. Peter, MN	Field trips
Godinez Fundamental High		\$2,500	Godinez ASB Mr. John Olivares Santa Ana	Purchase of new ASB computers and equipment
Godinez Fundamental High		\$500	Scholastic Sports Marketing Mr. Justin R. Simpson Charlotte, NC	Boys basketball tournament
Segerstrom High		\$500	Santa Ana Elks Lodge Mr. Charles D. Anderson Santa Ana	Girls basketball program

<b>School:</b>	<b>Gift:</b>	<b>Amount:</b>	<b>Donor:</b>	<b>Used for:</b>
Segerstrom High		\$4,000	Mr. Richard Salgado Santa Ana	Boys basketball program
<b>March 12, 2013 donations</b>		<b>\$18,671</b>		
<b>2013 Total donations</b>	<b>\$43,702</b>	<b>\$62,373</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**  
**March 12, 2013**

**Board Meeting**

**TITLE:**                   **Approval of Amendment No. 1 to Agreement between Santa Ana Unified School District and THINK Together to Extend End Date to July 31, 2013**

**ITEM:**                   **Action**

**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 Amendment No. 1 to the Agreement between the Santa Ana Unified School District (District) and THINK Together to extend the agreement's ending date from May 28, 2013 to July 31, 2013.

At its May 28, 2008 meeting, the Board approved a five-year agreement with THINK Together to manage the District's After School Education and Safety (ASES) and the 21<sup>st</sup> Century grant programs which ends on May 28, 2013. Through this agreement, a partnership and shared management was formed where the District provides direction for the curriculum and works jointly to design programs, while THINK Together works to raise private matching funds and provides the day-to-day management and supervision of the programs. In order for the District to continue to receive services until the end of the 2012-13 school year and include the Summer Extended Learning Program, the agreement date needs be extended to July 31, 2013.

**RATIONALE:**

Amendment No. 1 of this Agreement is made specifically to extend the ending date from May 28, 2013, to July 31, 2013, in order to continue to provide after-school services until the end of the 2012-13 school year and include the Summer Extended Learning Program.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Approve Amendment No. 1 to the Agreement between the Santa Ana Unified School District and THINK Together to extend the end date from May 28, 2013 to July 31, 2013.

HM:eh

**Amendment No. 1**

**Agreement between**

**Santa Ana Unified School District  
and  
THINK Together**

This Amendment No. 1 is by and between the Santa Ana Unified School District and THINK Together to the existing contract for services dated May 28, 2008.

The Santa Ana Unified School District and THINK Together hereby agree as follows:

1. To amend the agreement dated May 28, 2008 to extend the end date of the contract for services. The period of performance of this amendment shall extend the current contract end date from May 28, 2013 to July 31, 2013.

Authorized Official

Name: Randy Barth

Address: 2100 E. Fourth Street, Ste. 200

Santa Ana, CA 92705

Telephone: (714) 543-3807

Fax: (714)543-3852

[www.thinktogether.org](http://www.thinktogether.org)

THINK Together

Santa Ana Unified School District

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Randy Barth  
Chief Executive Officer

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

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Date

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Date

**AGENDA ITEM BACKUP SHEET**  
**March 12, 2013**

**Board Meeting**

**TITLE:**                   **Approval of Title I Local Educational Agency-Level Parent Involvement Policy**

**ITEM:**                   **Action**

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

**PREPARED BY:** **Arturo Jimenez, Director, Constituency Services**  
**Nuria Solis, Director, English Learner Programs and Student Achievement**  
**Patricia Gómez, Coordinator, Parent, Family and Community**

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the Title I Local Educational Agency (LEA)-Level Parent Involvement Policy.

**RATIONALE:**

The Title I LEA-Level Parent Involvement Policy is a requirement of Title I. Parent representatives from the District Advisory Committee (DAC), the District English Learners Advisory Committee (DELAC), Migrant Education, Gifted and Talented Education (GATE), and Special Education Program provided input and participated in the review of this policy.

The Title I LEA-Level Parent Involvement Policy is very closely aligned and being directly integrated into the development of the District's Community and Parent Involvement Framework. This policy is in compliance with Board Policy and Administrative Regulation 6171 – Title I Programs.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Approve the Title I Local Educational Agency-Level Parent Involvement Policy.

HM:AJ:NS:PG:eh

**Santa Ana Unified School District**

TITLE I PARENT INVOLVEMENT POLICY SUMMARY

In order to comply with Federal and State regulations, the District has engaged in the evaluation of the Title I Parent Involvement Policy. This policy was reviewed by a parent committee consisting of representatives of the District Advisory Committee (DAC) and the District English Learners Advisory Committee (DELAC), Migrant Education Program, Gifted and Talented (GATE), and Special Education Program. Parents provided suggestions which have been included in the policy. This policy is in compliance with Board Policy and Administrative Regulation 6171 – Title I Programs.

CHRONOLOGY	
DATE	ACTION
October 12, 2012	Meeting with DAC, DELAC, GATE, and Special Education parents
November 13, 2012	Meeting with Migrant Education parents
February 14, 2013	Evidence of meetings where parents provided input
March 12, 2013	Policy presented to the Board of Education for approval
March 13, 2013	Post a copy of the Title I Parent Involvement Policy on the District's parent portal
March 25, 2013	Board approved policy presented and distributed to DELAC parent representatives
March 25, 2013	Copies of policy distributed to sites
March 27, 2013	Minutes of the March 2013 DELAC meeting where the policy was distributed



## **Santa Ana Unified School District Title I Local Educational Agency (LEA)-Level Parent Involvement Policy**

In order to assure collaborative partnerships among Title I schools, parents, and the community, Santa Ana Unified School District (SAUSD) is committed to involving parents and guardians in the education of the youth of our community. SAUSD is dedicated to:

- 1. Involve parents in the joint development of the LEA plan and in the process of school review and improvement.**
  - a. Invite input on the LEA plan from other District committees and school site councils.
  - b. Communicate with parents/guardians through the District newsletter, web site, or other methods regarding the LEA plan and the opportunity to provide input.
  - c. Ensure that school-level policies on parent involvement address the role of school site councils and other parents/guardians as appropriate in the development and review of school plans.
  
- 2. Provide coordination, technical assistance, and other support necessary for effective parental involvement at schools to improve student achievement and school performance.**
  - a. Provide training for the principal or designee of each participating school regarding Title I requirements for parent involvement, leadership strategies, and communication skills to assist him/her in facilitating the planning and implementation of parent involvement activities.
  - b. Provide ongoing District-level workshops to assist school site staff and parents/guardians in planning and implementing improvement strategies, and seek input from parents/guardians in developing the workshops.
  - c. Provide information to schools about the indicators and assessment tools that will be used to monitor progress, and inform parents of English Learners about the reclassification process and District criteria.
  
- 3. Build school and parent capacity for strong parental involvement.**
  - a. Assist parents/guardians in understanding such topics as the State's Common Core State Standards and academic achievement standards, State and local academic assessments, the requirements of Title I, and how to monitor a child's progress and work with educators to improve the achievement of their children.
  - b. Provide materials and training to help parents/guardians work with their children to improve achievement, such as literacy training and using technology, as appropriate, to foster parent involvement.
  - c. Support teachers, principals, and other staff in how to effectively collaborate and communicate with parents/guardians as equal partners in their child's education.





**Santa Ana Unified School District**  
**Title I Local Educational Agency (LEA)-Level**  
**Parent Involvement Policy**

- d. Ensure that information related to school and parent/guardian programs, meetings, and other activities is sent to the parents/guardians of participating students in a format and, to the extent feasible, in a language the parents/guardians can understand.
  - e. Inform parents/guardians of information, resources, and support to students and families. Make referrals to community agencies and organizations that offer literacy training, parent education programs, and/or other services that help to improve the conditions of parents/guardians and families.
  - f. Arrange school meetings at various times or when parents/guardians are unable to attend such conferences.
  - g. Provide a master calendar of District activities and meetings.
  - h. Engage parent-teacher organizations to actively seek out and involve parents/guardians through regular communication updates and information sessions.
  - i. To the extent feasible, provide translation services at school sites and at meetings involving parents/guardians as needed.
  - j. Provide training and information to members of District and school site councils and advisory committees to help them fulfill their functions.
  - k. Regularly evaluate the effectiveness of staff development activities related to parent involvement.
- 4. Coordinate and integrate Title I, Part A parental involvement strategies with parental involvement strategies of other programs.**
- a. Involve District and school site representatives from other programs to assist in identifying specific population needs.
  - b. Schedule joint meetings with representatives from related programs and share data and information across programs.
  - c. Develop a cohesive, coordinated plan focused on student needs and shared goals.
- 5. Conduct, with the involvement of parents, an annual evaluation of the content and effectiveness of the parental involvement policy.**
- a. Ensure that the evaluation includes the identification of barriers to greater participation in parent involvement activities, with particular attention to parents/guardians who are economically disadvantaged, disabled, limited English proficiency, limited literacy, or are of any racial or ethnic minority background.



**Santa Ana Unified School District  
Title I Local Educational Agency (LEA)-Level  
Parent Involvement Policy**

- b. Use the evaluation results to design strategies for more effective parent involvement and, if necessary, to recommend changes in the parent involvement policy.
  - c. Assess the District's progress in meeting annual objectives for the parent involvement program, notify parents/guardians of this review and assessment through regular school communications mechanisms, and provide a copy to parents/guardians upon their request.
- 6. Involve parents in activities of schools served by Title I.**
- a. Include information about school activities in District communications to parents/guardians.
  - b. To the extent feasible, assist schools with translation services or other accommodations needed to encourage participation of parents/guardians with special needs.
  - c. Establish processes to encourage parent/guardian input regarding their expectations and concerns for their children.

Parent input provided on:

October 12, 2012

November 13, 2012

**AGENDA ITEM BACKUP SHEET**  
**March 12, 2013**

**Board Meeting**

**TITLE:** Approval of Amendment to Consultant Agreements with State-Approved Supplemental Educational Services Providers for ¡Hacia Adelante!, 1-on-1 Learning with Laptops, Aavanza, and Learn It Online, LLC, for 2012-13 School Year

**ITEM:** Action

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

**PREPARED BY:** Nuria Solis, Director, English Learner Programs and Student Achievement Department

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of amendment to consultant agreements with State-approved Supplemental Educational Services (SES) providers for ¡Hacia Adelante!, 1-on-1 Learning with Laptops, Aavanza, and Learn It Online, LLC, for the 2012-13 school year per the Elementary and Secondary Act which enables parents to select an SES provider for their children. The SES providers offer additional academic instruction (free tutoring) outside of the regular school day. Parents of eligible students select a State-approved SES provider to tutor their child in English language arts or mathematics.

**RATIONALE:**

The United States Department of Education requires the District to pay an SES provider up to \$1,124 per student, on a pro-rata basis. At its November 13, 2012 meeting, the Board approved \$20,000 for each provider as a startup cost. Because of the increase in student enrollment, the following programs' original amount must be increased:

<b>PROVIDER:</b>	<b>INITIAL START UP 11/13/12</b>	<b>TOTAL STUDENTS AS OF 2/1/13</b>	<b>INCREASE AMOUNT</b>	<b>GRAND TOTAL AMOUNT</b>
¡Hacia Adelante! (SAUSD)	\$20,000	364	<b>\$389,136</b>	\$409,136
1-on-1 Learning with Laptops	\$20,000	303	<b>\$320,572</b>	\$340,572
Aavanza	\$20,000	196	<b>\$220,304</b>	\$240,304
Learn It Online, LLC	\$20,000	402	<b>\$431,848</b>	\$451,848

**FUNDING:**

Title I: Supplemental Educational Services (SES)

**RECOMMENDATION:**

Approve the amendment to consultant agreements with State-spproved Supplemental Educational Services providers for ¡Hacia Adelante!, 1-on-1 Learning with Laptops, Aavanza, and Learn It Online, LLC, for the 2012-13 school year.

HM:NS:eh

**AGENDA ITEM BACKUP SHEET**  
**March 12, 2013**

**Board Meeting**

**TITLE:** Approval of Summer School Programs for 2013-14 School Year  
 Contingent Upon State Funding and Extended School Year Program

**ITEM:** Action

**SUBMITTED BY:** Dawn Miller, Assistant Superintendent, Secondary Education

Doreen Lohnes, Assistant Superintendent, Pupil Support Services

**PREPARED BY:** Ed Winchester, Director of Secondary Student Achievement/Charter  
 Schools

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval for the 2013-14 Summer School programs. In order to be fiscally sound and work within the State level of funding, a more tightly focused program will target the six comprehensive high schools, two continuation high schools, and 8<sup>th</sup> grade non-promotes through Community Day School. Special Education students will be served in Extended School Year (ESY) in accordance with their Individualized Education Programs (IEP). Summer session will be a four-day work week during the following dates:

Schools	Dates
High Schools Summer School Program	June 18-August 1, 2013
Alternative Schools Summer School Programs	June 18-August 1, 2013
Non promotes 8 <sup>th</sup> Grade	June 18-August 1, 2013
Community Day Summer School Program	July 29-August 15, 2013

Extended Year for Students with Disabilities	Dates
High School	June 18-August 1, 2013
Preschool, Elementary, Intermediate	July 1-August 1, 2013
Adult Transition Program	June 17-July 19, 2013

**RATIONALE:**

Contingent upon State funding, the District will provide a variety of Summer School programs:

- For students who have not passed one or both parts of the California High School Exit Exam (CAHSEE) or who need opportunities for credit recovery or A-G completion
- For students who, with additional support during the summer, could qualify for honors or Advanced Placement courses during the regular school year
- For non-graduating seniors who need credit recovery opportunities in order to qualify for August graduation
- For students in grade 8 who have failed or who have been recommended for retention, the Summer Intervention Program will be provided
- In the case of Extended School Year for students with disabilities, the program shall be provided without regard to State funding
- The Santa Ana Regional Occupational Program (ROP) will offer a program, as well as the Migrant Education Program pending funding allocations

**FUNDING:**

Tier III: \$1.5 million  
SIG: \$2 million

**RECOMMENDATION:**

Approve the Summer School Programs for 2013-14 school year, contingent upon State funding and Extended School Year Program.

DM:DL:EW:mb





# Summer School 2013

Thelma Meléndez de Santa Ana, Ph.D.  
Superintendent

Dawn Miller  
Assistant Superintendent, Secondary Education

Getting to the Core



**Superior Standards**

**Supportive School Climate**

**Successful Students**

# Dates



- **High School Summer School**
- **Alternative School Summer School**
- **Non-promotes from 8<sup>th</sup> grade**

June 18 - August 1, 2013

- **Community Day Summer School Program**

July 29 - August 15, 2013

- **Extended School Year for Students with Disabilities**

- High School

June 18-August 1, 2013

- Preschool, Elementary, Intermediate

July 1- August 1, 2013

- Adult Transition Program

June 17 - July 19, 2013

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# Program Offerings



- Students who have not passed one or both parts of CAHSEE or who need opportunities for credit recovery or A-G completion.
- Students who, with additional support during the summer, could qualify for honors or Advanced Placement courses during the regular school year.
- Non-graduating seniors who need credit recovery opportunities in order to qualify for August graduation.
- Students in grade 8 who have failed or who have been recommended for retention, we will have the Summer Intervention Program.
- Extended School Year for students with disabilities, the program shall be provided without regard to State funding.
- The Santa Ana Regional Occupational Program (ROP) will offer a program, as well as the Migrant Education Program pending funding.

Getting to the Core



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# Structure



- Approximately 20 credit recovery sections allocated per site District funded.
- Course allocation based upon student credit recovery need as a priority.

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# Funding



- Tier III: \$1.5 million
- SIG: \$2 million expansion courses

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**AGENDA ITEM BACKUP SHEET**  
**March 12, 2013**

**Board Meeting**

**TITLE:** Board Policy and Administrative Regulation 6142.7 – Physical Education (Revised: For First Reading)

**ITEM:** Action

**SUBMITTED BY:** Dawn Miller, Assistant Superintendent, Secondary Education

**PREPARED BY:** Roxanna S. Owings, Coordinator, Special Projects

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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) and Administrative Regulation (AR) 6142.7 – Physical Education (PE).

**RATIONALE:**

The BP and AR are being revised to reflect recent changes in the Education Code and to include changes in District practices and policies. The revisions to the BP and AR include alignment of the California Department of Education's (CDE) Framework for Public Schools to include:

- Education Code 33352 which is required by CDE as part of the Categorical Program Monitoring (CPM) process to monitor a District's compliance with specified State physical education requirements
- Districts participating in federal meals programs to adopt a District wide student wellness policy, including goals for physical activity

With the current emphasis on health-related fitness, it is vitally important that District policies and practices are in compliance with State and federal mandates governing physical education.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Presented for first reading.



BP/AR 6142.7 - Physical Education and Activity

Summary

March 12, 2013

BP/AR	Title	Summary of Changes
BP 6142.7	Physical Education	<p>Title: Physical Education and Activity</p> <p>Revisions needed per the California Department of Education's (CDE) 2009 Physical Education Framework For Public Schools, The Child Nutrition and Women, Infants and Children (WIC) Reauthorization Act of 2004 and Education Code 33352 which requires CDE to monitor a district's compliance in Physical Education as part of the Categorical Program Monitoring (CPM) process.</p> <p>The district's physical education program will provide a developmentally appropriate sequence of instruction aligned with the state's model content standards and curriculum framework.</p> <p>The Physical Fitness Test (PFT) will be administered annually to students in grades 5, 7 and 9. Temporary two-year exemptions will be granted to those students in grade 9 who satisfactorily pass 5 out of the 6 standards of the PFT.</p> <p>Process: The Coordinator of Special Projects began the process with input from the Orange County Department of Education Physical Education Consultant, the High School Physical Education Administrative Liaison and all six High School Physical Education Department Chairs. This was also reviewed by the District's Executive Cabinet. The process to revise this Board Policy began in November 2012.</p>
AR 6142.7	Physical Education	<p>Title: Physical Education and Activity</p> <ul style="list-style-type: none"> <li>*Minutes for grades 1-6 (200 minutes every 10 days) and 7-12 (400 minutes every 10 days) are intended to ensure that physical education is an integral part of the educational program for all students.</li> <li>*Gender Equity-Title IX of the Education Amendments of 1972 prohibits sex-based discrimination in education programs or activities receiving federal financial assistance.</li> <li>*Moderate to Vigorous Physical Activity (MVPA) shall be monitored via the mandated minutes in physical education or by providing physical education teachers with staff development and/or resources.</li> <li>*Students in grades 5, 7 and 9 shall take a physical fitness test during the annual assessment window between the months of February through May.</li> <li>*Students in their high school physical education experience are to be exposed to a comprehensive and sequential physical education program that consists of eight or content areas.</li> </ul>

		<p>*Temporary or permanent physical education exemptions may be granted in certain conditions</p> <p>*Student-athletes will attend two years of physical education as set forth under "High School Graduation Requirements". Special PE classes may be set-up to accommodate student-athletes, and can and should include conditioning and training for the sport, as well as the other content areas described in the Course of Study 1 and 2.</p> <p>*Additional opportunities for physical activity and should be implemented outside the physical education program.</p> <p>Process: The Coordinator of Special Projects began the process with input from the Orange County Department of Education Physical Education Consultant, the High School Physical Education Administrative Liaison and all six High School Physical Education Department Chairs. This was also reviewed by the District's Executive Cabinet. The process to revise this Board Policy began in November 2012.</p>
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**Getting to the Core**

## Board Policy and Administrative Regulation 6142.7 – Physical Education

First Reading  
March 12, 2013

Dawn Miller, Assistant Superintendent, Educational Services  
Roxanna Owings, Coordinator of Special Projects

**Superior Standards**    **Supportive School Climate**    **Successful Students**







**Getting to the Core**

## Background


- Revisions needed per:
  - California Department of Education’s 2009 Physical Education Framework for Public Schools
  - The Child Nutrition and Women, Infants and Children (WIC) Reauthorization Act of 2004 (42 USC 1751 Note)
  - Education Code 33352 requires CDE as part of the Categorical Program Monitoring (CPM) process to monitor district’s compliance in Physical Education

**Superior Standards**    **Supportive School Climate**    **Successful Students**


<h2>Comparison</h2>		
 <b>Getting to the Core</b>	<b>What was:</b>	<b>What is:</b>
	<ul style="list-style-type: none"> <li>• BP 6142.7</li> </ul> <p>The Board shall approve the components of the physical education program (Course of Study)</p>	<ul style="list-style-type: none"> <li>• New BP 6142.7</li> </ul> <p>The district's physical education program shall provide a developmentally appropriate sequence of instruction aligned with the state's model content standards and curriculum framework</p>
<b>Superior Standards</b>	<b>Supportive School Climate</b>	<b>Successful Students</b>

<h2>Comparison</h2>		
 <b>Getting to the Core</b>	<b>What Was:</b>	<b>What is:</b>
	<ul style="list-style-type: none"> <li>• Physical Fitness Testing:             <ul style="list-style-type: none"> <li>– The Superintendent or designee may excuse any student in grade 10,11, or 12 who attends a regional occupational center of program from attending physical education courses if such attendance results in hardship because of the travel time involved</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Physical Fitness Testing:             <ul style="list-style-type: none"> <li>– The Superintendent or designee shall annually administer the physical fitness test designated by the State Board of Education to students in grades 5,7, &amp; 9 (Education Code 60800; 5 CCR 1041)</li> </ul> </li> </ul>
<b>Superior Standards</b>	<b>Supportive School Climate</b>	<b>Successful Students</b>





## Comparison (PFT)



Getting to the Core

**Was:**

- Physical Performance Testing:
  - Used to determine if PE program is successful in meeting the objective of developing and maintaining the best possible level of performance, understanding & appreciation for physical fitness


**Is:**

- Physical Fitness Testing:
  - Education Code 60800 requires districts to administer a physical fitness test to students in grades 5, 7, and 9


Superior Standards

Supportive School Climate

Successful Students



## Additional Changes: Exemptions (new)




Getting to the Core

- Temporary:
  - The Superintendent or designee may exempt students from PE under either of the following conditions: (Education Code 51241)
    - Student is ill or injured and a modified program cannot be provided
    - The student is enrolled for one-half time or less


Superior Standards

Supportive School Climate

Successful Students



**Getting to the Core**




## Two-Year Exemptions (New)

- With student's consent, Superintendent or designee may exempt a student from PE for any two years during grades 10-12 provided the student has satisfactorily met at least 5 of the 6 standards of the state's PFT in grade 9 (Education Code 51241)
- Upon request from student, Superintendent or designee may administer the PFT to students in grades 10-12 who need to pass the PFT in order to qualify for 2-year exemption from PE


Superior Standards

Supportive School Climate

Successful Students



**Getting to the Core**




## Permanent Exemptions (new)

- The Superintendent or designee may grant a permanent exemption from PE to a student under the following conditions:
  - The student is age 16 years or older and has been enrolled in grade 10 for one or more academic years
  - The student is enrolled as a postgraduate student,
  - The student is enrolled in a juvenile home, ranch, camp or forestry camp school with scheduled recreation and exercise

Superior Standards

Supportive School Climate

Successful Students



## SAUSD has:


Getting to the Core

- Worked with the Orange County Department of Education on both Board Policy and Administrative Regulation 6142.7
- Worked with the high school physical education department chairs (working in collaboration with Chris Corliss at OCDE) on updating Course of Study 1 & 2 to bring it into compliance

Superior Standards

Supportive School Climate

Successful Students



## Next Steps

Getting to the Core

- Update and seek approval of Board Policy and Administrative Regulation 6142.7
- Maintain compliance at all schools K-12 by:
  - Training of high school PE teachers on Course of Study 1 & 2 (June 2013)
  - Training of intermediate PE teachers on pacing guides (June 2013)
  - Training of elementary, grade 5 teachers on FitnessGram (April 2013)

Superior Standards

Supportive School Climate

Successful Students

Santa Ana Unified School District

BP 6142.7(a)

Instruction

Physical Education **And Activity**

~~The Governing Board desires to provide a physical education program which builds interest and proficiency in movement skills and encourages students' lifelong fitness through physical activity. Besides promoting high levels of personal achievement and a positive self image, physical education activities should teach students how to cooperate in the achievement of common goals. (cf. 5121 - Grades/Evaluation of Student Achievement) (cf. 6142.8 - Comprehensive Health Education) (cf. 6145.21 - Sportsmanship) (cf. 6146.1 - High School Graduation Requirements/Standards of Proficiency)~~

**The Governing Board recognizes the positive benefits of physical activity on student health and academic achievement. The district shall provide all students the opportunity to be physically active on a regular basis through high-quality physical education instruction and may provide additional opportunities for physical activity throughout the school day. The district's physical education and activity programs shall support the district's coordinated student wellness program and encourage students' lifelong fitness. (cf. 5030 - Student Wellness)**

~~The Board shall approve the components of the physical education program. (cf. 6143 - Courses of Study)~~

**The district's physical education program shall provide a developmentally appropriate sequence of instruction aligned with the state's model content standards and curriculum framework. The Superintendent or designee shall ensure that the district's program provides students with equal opportunities for instruction and participation regardless of gender in accordance with law. (cf. 6011 - Academic Standards) (cf. 6143 - Courses of Study)**

**The overall course of study for grades 9-12 shall include the effects of physical activity upon dynamic health, the mechanics of body movement, aquatics, gymnastics and tumbling, individual and dual sports, rhythms and dance, team sports, and combatives. (Education Code 33352; 5 CCR 10060)**

**The Board shall approve the courses in grades 9-12 for which physical education credit may be granted. (cf. 6146.1 - Graduation Requirements - Senior High School) (cf. 6146.11 - Alternative Credits Toward Graduation)**

**The district's physical education program shall engage students in moderate to vigorous physical activity, as defined in the accompanying administrative regulation, for at least 50 percent of class or session time. The Superintendent or designee shall develop strategies to monitor the amount of moderate to vigorous physical activity that takes place in the physical education instructional program.**

~~Physical education staff shall take special care to ensure that excessive physical exertion is not required of students who have informed staff of a heart or respiratory condition or other physical disability that may restrict such activity. Any dispute concerning such a condition shall be submitted to the principal or designee, who may make appropriate inquiries consistent with state and federal law. An appropriate alternative activity shall be provided for these students. (cf. 6164.6 - Identification and Education Under Section 504)~~

**Students with disabilities shall be provided instruction in physical education in accordance with their individualized education program or Section 504 accommodation plan. (cf. 6159 - Individualized Education Program) (cf. 6164.6 - Identification and Education Under Section 504)**

~~Physical education staff shall appropriately limit the amount or type of physical exercise required of students during air pollution episodes, hot weather, or other inclement conditions. (cf. 3516 - Emergencies and Disaster Preparedness Plan)~~

**During air pollution episodes, extreme weather, or other inclement conditions, physical education staff shall make appropriate adjustments to the program or shall seek alternative indoor space to enable students to participate in active physical education. (cf. 3514 - Environmental Safety)**

#### **Staffing**

**Physical education instruction shall be delivered by appropriately credentialed teachers who may be assisted by instructional aides, paraprofessionals, and/or volunteers. (cf. 4112.2 - Certification)**

**The district shall provide physical education teachers with continuing professional development, including classroom management and instructional strategies designed to keep students engaged and active and to enhance the quality of physical education instruction and assessment. (cf. 4131 - Staff Development)(cf. 5121 - Grades/Evaluation of Student Achievement)**

#### **Physical Fitness Testing**

**The Superintendent or designee shall annually administer the physical fitness test designated by the State Board of Education to students in grades 5, 7, and 9. (Education Code 60800; 5 CCR 1041)**

~~The Superintendent or designee may excuse any student in grade 10, 11 or 12 who attends a regional occupational center or program from attending physical education courses if such attendance results in hardship because of the travel time involved.~~

#### **Temporary Exemptions**

**The Superintendent or designee may grant a temporary exemption from physical education under either of the following conditions: (Education Code 51241)**

- 1. The student is ill or injured and a modified program to meet his/her needs cannot be provided.**

2. The student is enrolled for one-half time or less.

#### Two-Year Exemptions

With the student's consent, the Superintendent or designee may exempt a student from physical education courses for any two years during grades 10-12 provided that the student has satisfactorily met at least five of the six standards of the state's physical fitness test in grade 9. (Education Code 51241)

Upon request by students and/or their parents/guardians, the Superintendent or designee may administer the physical fitness test to students in grades 10-12 who need to pass the test in order to qualify for a two-year exemption from physical education courses.

#### Permanent Exemptions

The Superintendent or designee may grant a permanent exemption from physical education to an individual student under any of the following conditions: (Education Code 51241)

1. The student is age 16 years or older and has been enrolled in grade 10 for one or more academic years.
2. The student is enrolled as a postgraduate student.
3. The student is enrolled in a juvenile home, ranch, camp, or forestry camp school with scheduled recreation and exercise.

#### Other Exemptions

~~The Superintendent or designee may excuse any student in grade 10, 11 or 12 who attends a regional occupational center or program from attending physical education courses if such attendance results in hardship because of the travel time involved.~~

~~The Superintendent or designee may exempt students from physical education when they are participating in interscholastic athletic programs which entail comparable amounts of time and physical activity, provided their physical education, in its entirety, meets the district's curriculum standards. (cf. 6145.2 Interscholastic Competition) (cf. 6146.11 Alternative Credits Toward Graduation)~~

*The Superintendent or designee may grant an exemption from physical education under the following special circumstances:*

1. *The student in grades 10-12 is excused for up to 24 clock hours in order to participate in automobile driver training. (Education Code 51222)*
2. *The student in grades 10-12 attends a regional occupational center or program and attendance in physical education courses results in hardship because of the travel time involved. (Education Code 52316)*

3. The student is in high school and is engaged in a regular school-sponsored interscholastic athletic program carried on wholly or partially after regular school hours. (Education Code 51242) (cf. 6145.2 - Interscholastic Competition)

**Additional Opportunities for Physical Activity**

The Superintendent or designee shall develop strategies to supplement physical education instruction with additional opportunities for students to be physically active before, during, and after the school day.(cf. 1330 - Use of School Facilities) (cf. 5142.2 - Crossing Guards) (cf. 6145 - Extracurricular and Cocurricular Activities) (cf. 6145.5 - Student Organizations and Equal Access)

**Program Evaluation**

The Superintendent or designee shall annually report to the Board the results of the state physical fitness testing for each school and applicable grade level. He/she shall also report to the Board regarding the number of instructional minutes offered in physical education for each grade level, the number of two-year and permanent exemptions granted pursuant to Education Code 51241, and any other data agreed upon by the Board and the Superintendent or designee to evaluate program quality and the effectiveness of the district's program in meeting goals for physical activity. (cf. 0500 - Accountability) (cf. 6190 - Evaluation of the Instructional Program)

~~Legal Reference:~~

- ~~EDUCATION CODE~~
- ~~49066 Grades; physical education class~~
- ~~51241 Temporary or permanent exemption from physical education~~
- ~~51242 Exemption from physical education for athletic program participants~~
- ~~52316 Excuse from attending physical education classes~~
- ~~60800 Physical performance test~~
- ~~CODE OF REGULATIONS, TITLE 5~~
- ~~3051.5 Adapted Physical Education for Individuals with Exceptional Needs~~
- ~~10060 Criteria for Physical Education Program~~
- ~~UNITED STATES CODE, TITLE 29~~
- ~~794 Rehabilitation Act of 1973, Section 504 53 Ops. Atty. Gen 230 (1970)~~

~~Management Resources:~~

- ~~CDE PROGRAM ADVISORIES~~
- ~~0418.89 Physical Education, April 18, 1989~~
- ~~Adopted: 12-01 Santa Ana, CA~~

**Legal Reference on next page:**

**Legal Reference:****EDUCATION CODE**

33126	School accountability report card
33350-33354	CDE responsibilities re: physical education
35256	School accountability report card
49066	Grades; physical education class
51210	Course of study, grades 1-6
51220	Course of study, grades 7-12
51222	Physical education
51223	Physical education, elementary schools
51241	Temporary, two-year or permanent exemption from physical education
51242	Exemption from physical education for athletic program participants
52316	Excuse from attending physical education classes
60800	Physical performance test
<b><u>CODE OF REGULATIONS, TITLE 5</u></b>	
1040-1048	Physical performance test
3051.5	Adapted physical education for individuals with exceptional needs
10060	Criteria for high school physical education programs
<b><u>UNITED STATES CODE, TITLE 29</u></b>	
794	Rehabilitation Act of 1973, Section 504
<b><u>UNITED STATES CODE, TITLE 42</u></b>	
1751	Note Local wellness policy
<b><u>ATTORNEY GENERAL OPINIONS</u></b>	
53	Ops.Cal.Atty.Gen. 230 (1970)

**Management Resources:****CSBA PUBLICATIONS**

Active Bodies, Active Minds: Physical Activity and Academic Achievement, Fact Sheet, February 2010

Maximizing Opportunities for Physical Activity Through Joint Use of Facilities, Policy Brief, rev. February 2010

Maximizing Opportunities for Physical Activity During the School Day, Fact Sheet, November 2009

Moderate to Vigorous Physical Activity in Physical Education to Improve Health and Academic Outcomes, Fact Sheet, November 2009

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

Physical Education and California Schools, Policy Brief, rev. October 2007

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

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

**CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS**

Physical Education Framework for California Public Schools: Kindergarten Through Grade 12, 2009

Physical Education Model Content Standards for California Public Schools: Kindergarten Through Grade 12, January 2005



Adapted Physical Education Guidelines for California Schools, 2003

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

School Health Index for Physical Activity and Healthy Eating: A Self-Assessment and Planning Guide for Elementary and Middle/High Schools, 2000

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS

2008 Physical Activity Guidelines for Americans, October 2008

WEB SITES

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

California Department of Education, Physical Fitness Testing:  
<http://www.cde.ca.gov/ta/tg/pf>

California Healthy Kids Resource Center:  
<http://www.californiahealthykids.org>

California Project LEAN (Leaders Encouraging Activity and Nutrition):  
<http://www.californiaprojectlean.org>

Centers for Disease Control and Prevention: <http://www.cdc.gov>

Educational Data System, California physical fitness:  
<http://www.eddata.com/projects/current/cpf>

Healthy People 2010: <http://www.healthypeople.gov>

National Association for Sport and Physical Education:  
<http://www.aahperd.org/naspe>

President's Council on Physical Fitness and Sports:  
<http://www.fitness.gov>

The California Endowment: <http://www.calendow.org>

U.S. Department of Health and Human Services: <http://www.health.gov>

Physical Education and Activity

Definitions

The following definitions are provided in the California Department of Education's (CDE) 2009 Physical Education Framework for California Public Schools.

Physical education is a sequential educational program that teaches students to understand and participate in regular physical activity for developing and maintaining physical fitness throughout their lifetimes, understand and improve their motor skills, enjoy using their skills and knowledge to establish a healthy lifestyle, and understand how their bodies work.

Physical activity is bodily movement that is produced by the contraction of skeletal muscle and which substantially increases energy expenditure, including exercise, sport, dance, and other movement forms.

Moderate physical activity is any activity which generally requires sustained, rhythmic movements and refers to a level of effort a healthy individual might expend while, for example, walking briskly, dancing, swimming, or bicycling on level terrain. A person should feel some exertion but should be able to carry on a conversation comfortably during the activity.

Vigorous physical activity is any activity which generally requires sustained, rhythmic movements and refers to a level of effort a healthy individual might expend while, for example, jogging, participating in high-impact aerobic dancing, swimming continuous laps, or bicycling uphill. Vigorous physical activity may be intense enough to result in a significant increase in heart and respiration rate.

Instructional Time

Minute Time Requirements for physical education are intended to ensure that physical education is an integral part of the educational program for all students.

Education Code 51210 requires the adopted course of study for grades 1-6 to include instruction in physical education for at least 200 minutes each 10 school days, exclusive of recesses and the lunch period. For grades 7-12, Education Code 51222 requires that all students, except students excused or exempted pursuant to Education Code 51241, attend courses of physical education for at least 400 minutes each 10 school days. However, pursuant to Education Code 51223, elementary school districts maintaining grades 1-8 must provide instruction in physical education for students in grades 7-8 that matches the requirement for grades 1-6 of not less than 200 minutes each 10 school days, exclusive of recesses and the lunch period.

When determining the number of instructional minutes, exclude time spent walking to and from class or engaging in other physical activity conducted outside the physical education instructional program, such as in regular classroom activities or before/after school programs.

Instruction in physical education shall be provided for a total period of time of not less than 200 minutes each 10 school days for students in grades 1-6, and 400 minutes each 10 school days for students in grades 7-12. (Education Code 51210, 51222)

Students in grades 10-12 who have been granted a two-year exemption pursuant to Education Code 51241(b) shall be offered a variety of elective physical education courses of not less than 400 minutes each 10 school days. (Education Code 51222)

Students in grades 10-12 who have been granted a two-year or permanent exemption from physical education pursuant to Education Code 51241(b)(1) or (c) shall not be permitted to attend fewer total hours of courses and classes than they would have attended if enrolled in a physical education course. (Education Code 51241)

Students in a regional occupational program or center who are exempted from physical education pursuant to Education Code 52316 shall have a minimum school day of 180 minutes. (Education Code 52316)

#### Physical Education Course Requirements

Students shall have physical education every year in grades 1-9, with one additional year required in high school for graduation (Education Code 51225.3). There are no waivers for Middle School Students per Education Code 51225.3. High schools must also provide opportunities for students to participate in elective physical education classes each year. (See High School Elective Physical Education Courses)

#### Teacher Credentialing

##### Elementary Physical Education Instruction

To ensure that students have access to qualified teachers, only teachers with a Single Subject Credential in Physical Education or a Multiple Subject Credential may plan the physical education instructional program, deliver instruction, evaluate students, and assign grades in physical education. When one teacher provides physical instruction to more than one class of students throughout the school day the subject becomes departmentalized. When this occurs, the teacher must possess a Single-Subject Credential authorizing physical education instruction. When the regular elementary classroom teacher provides physical education instruction for only his or her individual class, the teacher is qualified to teach physical education if he or she possesses a Multiple Subject Teaching Credential (Education Code 44256). Instructional aides, paraprofessionals, and volunteers may not be used to provide physical education instruction or decrease the student/teacher ratio for physical education instruction (Education Code 45340-43567).

### Special Skills Area Authorization

Education Code 44258.7(c) allows a teacher who has special skills and preparation outside of his or her credential authorization, and with his or her consent, to be assigned to teach an elective course in the area of special skills or preparation. This is contingent upon the assignment being first approved by a committee on assignments appointed by the District, and shall include an Intermediate or High School Physical Education Department Chair as a member of such committee. An "elective course" is a course other than English, mathematics, science, social studies, and Physical Education Course One. Assignments approved by the committee shall be for a maximum of one school year, but may be extended by action of the committee upon application by the school site administrator and the affected teacher. All initial assignments or extensions are to be approved prior to the assignment or extension.

### Gender Equity in Physical Education Programs

Title IX of the Education Amendments of 1972 prohibits sex-based discrimination in education programs or activities receiving federal financial assistance. Specifically, it states: "No person in the United States shall, on the basis of sex be excluded from participating, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving federal financial assistance..."

Current Title IX regulations generally prohibit single-sex classes or activities. The regulations state that schools must not provide any course or otherwise carry out any of its education programs or any activities separately on the basis of sex, or require or refuse participation by any of its students on such basis, including physical education classes.

Title IX regulations recognize two categorical exceptions for specific types of classes that may be segregated by sex. Those exceptions are:

1. Physical education classes during which the purpose or major activity involves bodily contact, and
2. Portions of classes in elementary and secondary schools that deal exclusively with human sexuality.

The current regulations also permit schools to group students in physical education classes and activity by ability as assessed by objective standards of individual performance developed and applied without regard to sex.

However, participation in a particular physical education activity or sport, if required of students of one sex, shall be available to students of each sex.

While instruction in all physical education classes is coeducational, there is no prohibition against the grouping of students by ability during physical education activities when students are assessed by objective standards of individual performance without regard to sex and all students are involved in the same physical activity or conceptual learning experience at the same time.

**Monitoring Moderate to Vigorous Physical Activity**

To monitor whether students are engaged in moderate to vigorous physical activity for at least 50 percent of physical education class or session time, the Superintendent or designee may:

1. Develop methods to estimate the amount of time students spend in moderate to vigorous physical activity or the number of students who are inactive during physical education classes.

**Physical Fitness Testing**

~~Physical Performance Testing~~

~~The California Physical Performance test has been developed to assist the personnel in the public schools in determining the extent to which the physical education program is successful in meeting one of its major objectives — to develop and maintain the best possible level of performance, understanding, and appreciation for physical fitness to meet the demands of wholesome living and emergency situations.~~

~~The Physical Fitness Program will be as follows:~~

- ~~1. Physical fitness refers to the ability in an individual to participate in strenuous activities with comparative ease and efficiency without undue fatigue and to sustain the effort over a period of time. That is, to be able to execute with maximum efficiency and endurance basic physical activities such as running, jumping, climbing, throwing, and dodging.~~
- ~~2. The chief objective of the physical fitness program is to provide the physical development of students. This program is to be continual and sequential in order to promote the student's physical development.~~
- ~~3. The purpose of the California Physical Performance testing program is to serve as a guide in the attainment and maintenance of maximum physical efficiency. More specifically, the tests are intended to measure fundamental skill development basic to successful participation in strenuous activities.~~

~~The California Physical Performance tests have been adopted and will be administered annually. The test battery consists of the following:~~

- ~~1. Standing long jump to demonstrate leg power. It is a significant test of the pupil's ability to release power into one all out explosive effort.~~
- ~~2. Knee bent sit up to determine abdominal strength. It is a one minute test designed to minimize pressure on the lower back by having the knees bent.~~

- ~~3. Chair push up to determine strength in the upper body. It is a test which unlike the floor push up is performed in a balance position and has a high degree of reliability.~~
- ~~4. Side step to test agility of the whole body.~~
- ~~5. Pull up to determine the strength and endurance of the upper body and arms.~~
- ~~6. Jog walk to test cardio respiratory endurance.~~

~~AR 6142.7(b)~~

~~Suitable warm up activities should precede each practice or test period. These activities include such exercises as running in place, jumping in place, turning and twisting the body, tossing and throwing for short distances, trunk bending, and leg raising. Homework in physical fitness should be encouraged if daily habits are to be established. It is essential that the physically underdeveloped pupils are identified and given special attention until the minimum level, (25th percentile), of performance is reached.~~

~~Results of the student's physical performance must be placed in the cumulative folder for grades 5, 7, and 10.~~

~~Results of the Physical Performance tests will be given to the~~

~~Board of Education.~~

~~Approved: (9 76) 12 01 \_\_\_\_\_ Santa Ana, CA~~

**Education Code 60800 requires districts to administer a physical fitness test to students in grades 5, 7, and 9. The State Board of Education has designated FITNESSGRAM as the required physical fitness test. Pursuant to 5 CCR 1041, this requirement also applies to students who attend schools that are on a block schedule and students who may not be enrolled in physical education classes during the annual assessment window.**

**During the annual assessment window, all students in grades 5, 7, and 9 shall be administered the physical fitness test designated by the State Board of Education. (Education Code 60800; 5 CCR 1041) (cf. 6162.5 - Student Assessment)**

**The Superintendent or designee may provide a make-up date for students who are unable to take the test based on absence or temporary physical restriction or limitations, such as students recovering from illness or injury. (5 CCR 1043)**

**5 CCR 1043.4 authorizes, but does not require, the district to designate a physical fitness test coordinator. If the district chooses to designate a test coordinator, his/her duties must include those described in 5 CCR 1043.4.**

On or before November 1 of each school year, the Superintendent may designate an employee to serve as the district's physical fitness test coordinator and so notify the test contractor. The test coordinator shall serve as the liaison between the district and California Department of Education for all matters related to the physical fitness test. His/her duties shall be those specified in 5 CCR 1043.4, including, but not limited to, overseeing the administration of the test and the collection and return of all test data to the test contractor. (5 CCR 1043.4)

Students shall be provided with their individual results after completing the physical performance testing. The test results may be provided in writing or orally as the student completes the testing and shall be included in his/her cumulative record. (Education Code 60800; 5 CCR 1043.10, 1044) (cf. 5125 - Student Records)

Each student's test results shall also be provided to his/her parents/guardians.

The Superintendent or designee shall report the aggregate results of the physical fitness testing in the annual school accountability report card required by Education Code 33126 and 35256. (Education Code 60800)

#### Testing Variations

All students may be administered the state's physical fitness test with the following test variations: (5 CCR 1047)

1. Extra time within a testing day
2. Test directions that are simplified or clarified

All students may have the following test variations if they are regularly used in the classroom: (5 CCR 1047)

1. Audio amplification equipment
2. Separate testing for individual students provided that they are directly supervised by the test examiner
3. Manually Coded English or American Sign Language to present directions for test administration

Students with a physical disability and students who are physically unable to take all of the test shall undergo as much of the test as their physical condition will permit. (Education Code 60800; 5 CCR 1047)

Students with disabilities may be provided the following accommodations if specified in their Individualized Education Program (IEP) or Section 504 plan: (5 CCR 1047)

1. Administration of the test at the most beneficial time of day to the student after consultation with the test contractor.

2. Administration of the test by a test examiner to the student at home or in the hospital.
3. Any other accommodation specified in the student's IEP or Section 504 plan for the physical fitness test(cf. 6159 - Individualized Education Program) (cf. 6164.6 - Identification and Education Under Section 504).

Identified English learners may be allowed the following additional test variations if regularly used in the classroom: (5 CCR 1048).

1. Separate testing with other English learners, provided that they are directly supervised by the test examiner.
2. Test directions translated into their primary language, and the opportunity to ask clarifying questions about the test directions in their primary language.

#### Physical Education Class Size

Schools should, wherever possible, limit the size of classes in physical education as follows:

1. Elementary classes: Maximum one regular class size
2. Secondary classes: Maximum 55 students

Principals, assistant principals, and physical education department chairpersons should work together toward reaching these goals.

\* Exceptions include, but are not limited to, such unique classes as Adapted Physical Education which is governed by other guidelines.

#### High School Physical Education Program Content

Students in their high school physical education experience are to be exposed to a comprehensive and sequential physical education program. They are to be exposed to the eight core content areas that will provide them with a foundation of skills to experience several lifetime sports and physical activities they may be involved in for the rest of their lives. Students that experience the eight content areas meet the physical education goals and objectives as stated in the California Code of Regulations or the California Physical Education Framework. They would also be meeting all of the subject matter requirements of the state Physical Education Model Content Standards. The content areas for which each student must be evaluated on his or her progress are:

- 1) effects of physical activity upon dynamic health
- 2) mechanics of body movement
- 3) aquatics
- 4) gymnastics and tumbling
- 5) individual and dual sports
- 6) rhythms and dance
- 7) team sports, and
- 8) combatives



Note that content areas 1 and 2 are interwoven within the content areas taught in High School Physical Education Course One (1) and High School Physical Education Course Two (2). Students need to have instruction, appropriate practice opportunity and time to be fairly evaluated on their progress toward being competent or proficient in the state content standards for their grade level. They also need to be afforded the opportunity of enough time and quality of experience in these core areas to develop competent or proficient skills in these areas. Even though the first two content areas, effects of physical activity upon dynamic health and mechanics of body movement, are threaded throughout all of the other six content areas, the content areas are to be equally divided in duration throughout the two years of mandated physical education classes.

#### High School Physical Education Course One

The Physical Education Model Content Standards for California Public Schools identifies this course as addressing the following content areas: Effects of physical activity upon dynamic health; mechanics of body movement; aquatics, dance/rhythms, individual activities, and dual activities.

#### High School Physical Education Course Two

The Physical Education Model Content Standards for California Public Schools identifies this course as addressing the following content areas: Effects of physical activity upon dynamic health; mechanics of body movement; combatives, gymnastics/tumbling, and team activities.

#### High School Graduation Requirements

Beginning with the 1988-89 school year, no pupil shall receive a diploma of graduation from high school who, while in grades 9 through 12, inclusive, has not completed two courses in physical education, unless the pupil has been exempted.

All 9th grade students are to be enrolled in Physical Education Course One. Students must take Physical Education Course Two in the 10th, 11th or 12th grade as identified in the California Code of Regulations, Title 5, 10060. In addition to Course Two, students may enroll in an elective Physical Education course during 10th, 11th or 12th grade. These electives may consist of weight training, dance, yoga, combatives, or other courses as approved by the Governing Board.

California Education Code (EC 51241) requires all 9th grade students to take and pass the FITNESSGRAM®, the California physical performance test or lose the two-year physical education exemption. Starting on July 1, 2007, all 9th grade students have had to pass five out of six tests in the Healthy Fitness Zone (HFZ) of the FITNESSGRAM® or they have to take appropriate physical education courses each year until they pass five out of the six tests.

Students, to avoid repeating identical content courses, may enroll in physical education elective courses that will provide them with the opportunity to practice for, take and pass the FITNESSGRAM®. Elective physical education courses with appropriate identifying course numbers will be developed. Failure to pass the physical performance test does not alter a student's graduation status.

On-line courses will not be accepted for graduation requirements as they do not meet the stringent Physical Education Model Content Standards for California Public Schools; however, an approved on-line course may be taken for elective course credit, once the two year physical education requirement has been met.

#### High School Physical Education Elective Courses

The Santa Ana Unified School District Board of Education opted to exempt students from two of the four years of physical education resulting in the mandate of students enrolling in both Course One and Course Two core content physical education classes. By exempting students from the additional two years of physical education classes, District high schools are to offer for those exempted students a variety of physical education elective courses once Course One and Course Two have been completed. (Education Code 51222(b). These courses are offered to provide students with the opportunity to specialize in activities of their own choosing. Following a specific regimen and honing their skills, students are then able to develop a personalized plan to ensure a lifetime of fitness and physical activity. (Physical Education Framework for California Public Schools, Kindergarten through Grade Twelve, page 48)

#### Cheerleading, Drill Team, Dance, and Other Classes as Physical Education Single Subject Courses

These classes, in addition to others such as Aerobics, Golf, Badminton, Tennis, Basketball, Soccer, Football, etc., are elective courses and do not meet the criteria in addressing the eight content areas to meet the Physical Education Course One and Physical Education Course Two, core curriculum components necessary to meet high school graduation requirements. To ensure that students have access to qualified teachers, only instructors with a Single Subject or Standards Secondary Credential in Physical Education may plan the physical education instructional program, deliver instruction, evaluate students, and assign grades in physical education elective courses (Education Code 44256).

#### Online Physical Education and Independent Study

Online Physical Education courses will be allowed for credit recovery after a student has two years of physical education. Independent study may be used to extend a student's education opportunities in physical education. Independent study may not be used as an alternative curriculum or as the exclusive means of course credit for the physical education graduation requirement as specified in the updated California Department of Education's Independent Study Operations Manual. Students in independent study high school programs must meet District proficiency standards for graduation and the time requirements are at least equal to those imposed in the regular program. Schools will collaborate with the District Physical Education Coordinator and/or Training Specialist in developing independent study activities.

#### Temporary or Permanent Physical Education Exemptions

Temporary exemption - Temporary exemption from participating in a physical education course may be granted (Education Code 51241) to a pupil if the pupil is one of the following:

1. Ill or injured and a modified program to meet the needs of the student cannot be provided.
2. Enrolled for one-half, or less, of the work normally required for fulltime pupils.

Permanent exemption - Permanent exemption from participation in a physical education course may be granted if the pupil complies with any one of the following:

1. Is 16 years of age or older and has been enrolled in the 10<sup>th</sup> grade for one academic year or longer and has passed both Course One and Course Two or if Course One and Course Two have been combined then two years of Physical Education;
2. Is enrolled as a postgraduate pupil;
3. Is enrolled in a juvenile home, ranch, camp, or forestry camp school where pupils are scheduled for recreation and exercise. This pertains to the time the student is enrolled in these programs.

Physical Education Exemption for Certain Pupils in Grades 12 - The provisions of Education Code 51246 indicate that the School Board may exempt any pupil enrolled in his or her last semester or quarter, as the case may be, of the 12th grade who, pursuant to Education Code 46145 (minimum required courses per semester or quarter and Education Code 46147 (exemption for certain 12th grade students to attend less than the minimum school day), is permitted to attend school less than 240 or 180 minutes per day, from attending courses of physical education. However, with the physical education exemption, a pupil may not attend school for more than 240 minutes per day to maintain the exemption.

#### Physical Education and Athletics

All high school student-athletes will attend two years of Physical Education class as set forth in the "High School Graduation Requirements." Special physical education classes may be setup to accommodate student-athlete's schedules that can and should include conditioning and training for the sport as well as the other content areas described in the California Education Code that is not included in their sport.

This special course can be provided for pupils who have been enrolled on an athletic team and who are actively engaged in competition. The course must be developed by the physical education teacher and a District High School Physical Education Department Chair and delivered by a currently assigned physical education teacher, and the evaluation of the student toward the goals of the lesson must be performed by the physical education teacher. This special physical education course offered in conjunction with the athletic program that is offered during the school day satisfies the physical

Education course credit requirement for high school graduation. (Education Code 51242).

#### Physical Education Service Delivery Options: Adapted and Related Physical Education Programs

All children, unless specifically excused or exempt, are required to participate in a physical education program (Education Codes 51222 and 51241). The Individuals with Disabilities Education Improvement Act of 2004 (IDEA), and federal regulations define "special education" as specially designed instruction to meet the unique needs of a child with a disability, including instruction in the classroom and instruction in physical education (20 U.S.C. 1401 [29]; 34 C.F.R. 300.26). Like all special education, physical education should be provided in such a manner that promotes maximum interaction between children with disabilities and their non-disabled peers. California Code of Regulations, Title 5 section 3051.5, provides:

"Adapted Physical Education (APE) is for individuals with exceptional needs who require developmental or corrective instruction and who are precluded from participation in the activities of the general physical education program, modified general physical education program, or in a specially designed physical education program in a special class. Consultative services may be provided to pupils, parents, teachers, or other school personnel for the purpose of identifying supplementary aids and services or modifications necessary for successful participation in the regular physical education program or specially designed physical education programs."

The Physical Education Framework For California Public Schools, 2009 (pgs. 220-224); identifies the types of available physical education programs, the service delivery options available in physical education, the identification procedure for adapted physical education services, the criteria to consider for adapted physical education, the referral process, the assessment process and teacher credentialing authorizing the teaching of adapted physical education.

The following are the types of available physical education programs:

**General Physical Education:** Based on grade level physical education standards, District approved curriculum and instructional strategies, the general physical education program provides a full spectrum of movement activities, fitness, sports, and games that require no adaptation or modifications required for safe and successful participation. Many children with disabilities can participate in the general physical education program because their disability requires only minor adaptations, or does not affect their performance in physical education at all.

**Modified Physical Education:** Students with disabilities, which are temporary in nature, are not eligible for special education and/or related services as the disability will diminish significantly or will disappear over time. Some examples are broken bones, pulled ligaments and muscles, and infections. Since Adaptive Physical Education is a special education service, children with temporary disabilities are not eligible for APE services. However, some students with temporary disabilities may need modifications such as "no running," "no contact sports," or "use of crutches," as determined by a physician and in consultation with the parent and student to determine the

extent to which a student may participate in the physical education program (5CCR 3051.5(a))

**Specially Designed Physical Education:** Specially designed physical education is an instructional program based on the District's Adapted Physical Education curriculum and designed for children with disabilities who are placed in a special day program and cannot benefit from participation in general physical education. Goals may or may not be identified for these students. An appropriately credentialed Adaptive Physical Education teacher and/or special day program teacher shall teach specially designed physical education for severely handicapped students. (5CCR 3051.5(a))

The general classroom teacher, general physical education teacher, or special day program teacher should be aware of the goal(s) stated on the IEP and should reinforce skills taught by the APE teacher. The Individualized Education Plan (IEP) team should indicate on the IEP how coordination would occur between school personnel. Adapted Physical Education is a physical education program for children with disabilities who have needs that cannot be solely met in general or specially designed physical education. It is taught by a credentialed adapted physical education teacher either independently, with or without aides, or in a team teaching situation with either a general or special educator. Frequency and duration of services, and goals and objectives/benchmarks, which are monitored by the APE teacher, are identified on the IEP.

#### **Adapted Physical Education Collaborative Consultation**

Collaborative consultation in and of itself is not a service. It is a process by which an Adapted Physical Education teacher works with other members of the IEP team to plan individualized instruction. Collaborative consultation results in a program that is consistent with the curriculum, setting, and needs of the student and is coordinated with other services and educational activities in which the student participates.

Adapted Physical Education Collaborative Consultation could be identified on the IEP as a service that is provided on behalf of the student assists the student in participating in the less restrictive settings of general or specially designed physical education.

#### **Additional Opportunities for Physical Activity**

The Superintendent or designee shall implement strategies for increasing opportunities for physical activity outside the physical education program, which may include, but not be limited to:

1. Training recess and lunch supervisors on methods to engage students in moderate to vigorous physical activity (cf. 5030 - Student Wellness).
2. Encouraging teachers to incorporate physical activity into the classroom.

3. Establishing extracurricular activities that promote physical activity, such as school clubs, intramural athletic programs, dance performances, special events, and competitions(cf. 6145 - Extracurricular and Co-curricular Activities)(cf. 6145.5 - Student Organizations and Equal Access).
4. Incorporating opportunities for physical activity into before- or after-school programs and/or child care and development programs.
5. Exploring opportunities for joint use of facilities or grounds in order to provide adequate space for students and community members to engage in recreational activities (cf. 1330 - Use of School Facilities).
6. Developing business partnerships to maximize resources for physical activity equipment and programs.
7. Developing programs to encourage and facilitate walking, bicycling, or other active transport to and from school (cf. 5142.2 Crossing Guards).

Adopted: (9-76 12-01)

**AGENDA ITEM BACKUP SHEET**  
**March 12, 2013**

**Board Meeting**

**TITLE:**               **Approval of High School Advanced Placement Human Geography Course**

**ITEM:**               **Action**

**SUBMITTED BY:** **Heather Griggs, Ed.D., Executive Director, School Renewal**

**PREPARED BY:** **Heather Griggs, Ed.D., Executive Director, School Renewal**

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the High School Advanced Placement Human Geography Course.

**RATIONALE:**

The intent of an Advanced Placement Human Geography class is to enhance the experience of the students and provide more opportunities to be college competitive. The goal is to give the students the opportunity to engage in a rigorous curriculum and expose them to expository reading and writing, which is a big component of the Common Core State Standards.

The course will also introduce students to the systematic study of patterns and processes that have shaped human understanding, use, and alteration of the Earth's surface. Students employ spatial concepts and landscape analysis to examine human social organization and its environmental consequences. Students will also learn the methods and tools geographers use in their science and practice.

This course will also prepare students for the Advanced Placement Human Geography exam. The course currently meets the "A-G" requirement for University of California admissions, as well as the criteria for Honors/Advanced Placement designation. Students will be encouraged to take the Advanced Placement examination in this subject area.

The Advanced Placement Human Geography course syllabus description is attached as submitted to the College Board for approval.

**FUNDING:**

Instructional Materials Fund: \$40,000 (Textbooks)

**RECOMMENDATION:**

Approve the High School Advanced Placement Human Geography course.



# Advanced Placement Human Geography

Thelma Meléndez de Santa Ana, Ph.D.

Superintendent

Dawn Miller

Assistant Superintendent, Secondary Education

Heather Griggs, Ed.D.

Executive Director, School Renewal

Ryan Smith, Ed.D.

Principal on Special Assignment

Getting to the Core



**Superior Standards**

**Supportive School Climate**

**Successful Students**



# Proposal Rational



- Increase rigor
- College and career readiness
- A-G elective “G” designation
- Schools are requesting the course

Getting to the Core



**2013-2014**

Century

Godinez

Segerstrom

**2014-2015**

Saddleback

Valley

Santa Ana (pending)

Superior Standards

Supportive School Climate

Successful Students

# Purpose of the Course



The purpose of the Advanced Placement Human Geography course is to introduce students to the systematic study of patterns and processes that have shaped human understanding, use, and alteration of Earth's surface.

Students employ spatial concepts and landscape analysis to examine human social organization and its environmental consequences.

They also learn about the methods and tools geographers use in their science and practice.

Getting to the Core



**Superior Standards**

**Supportive School Climate**

**Successful Students**



# Course Goals

*On successful completion of the course, students should have developed skills that enable them to:*

- Use and think about spatial data
- Understand and interpret the implications of associations among phenomena in places
- Recognize and interpret at different scales the relationships among patterns and processes
- Define regions and evaluate the regionalization process
- Characterize and analyze changing interconnections among places

Getting to the Core



Superior Standards

Supportive School Climate

Successful Students



# Key Topics

- Geography: nature and perspectives
- Population
- Cultural patterns and processes
- Political organization of space
- Agriculture and rural land use
- Industrialization and economic development
- Cities and urban land use

Getting to the Core



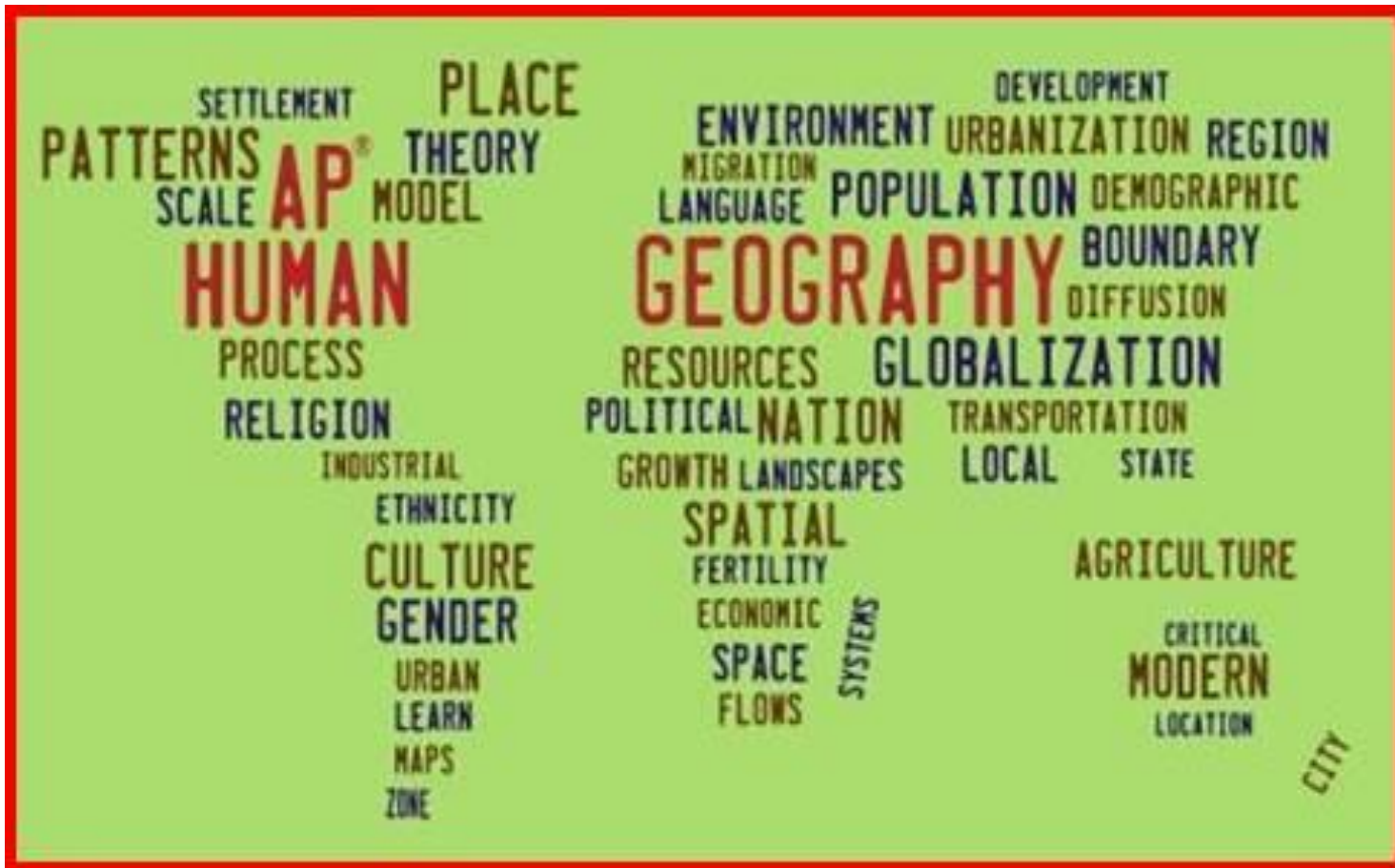
Superior Standards

Supportive School Climate

Successful Students



Getting to the Core



Superior Standards

Supportive School Climate

Successful Students

**AGENDA ITEM BACKUP SHEET**  
**March 12, 2013**

**Board Meeting**

**TITLE:**                   **Approval of Submission of Refunding Application for Head Start Funding for 2013-14 Program Year**

**ITEM:**                   **Action**

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

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

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of submission of the refunding application for Head Start funding for the 2013-14 program year.

To support its commitment to high-quality, low-cost preschool services, the District annually reapplies to Orange County Head Start (OCHS) for continued Head Start funding. As the grantee, OCHS receives Head Start funding for all of Orange County. The District is one of five delegate agencies of OCHS.

**RATIONALE:**

The District supports the philosophy that all children, particularly those from low-income families. The Head Start program contains the following components: education, health, mental health, social services, nutrition, parent involvement, community assessment, a program planning calendar, updates, a training plan, and program goals and objectives.

Funds will be delegated to the District to serve 550 children from three to five years-old at six District Head Start centers, as noted in the table below:

<b>School Sites</b>	<b>Number of Children Served</b>
Broadway	54
Kennedy	68
King	102
Mitchell	102
Monte Vista	122
Roosevelt	102
<b>Total</b>	<b>550</b>

**FUNDING:**

\$3,325,719 for 2013-14 Program Year  
\$838,231 (25% District in-kind contribution required)

**RECOMMENDATION:**

Approve the submission of the refunding application for Head Start funding for the 2013-14 program year.

  
HM:sz

## GRANT SUMMARY

Title:	Head Start Renewal Application 2013-14
Funding Source:	Orange County Head Start, Inc.
Due Date:	March 14, 2013
Contact Person:	Herman Mendez, Assistant Superintendent, Elementary Education
Amount/Duration:	\$3,352,924 for 2013-14 Program Year \$838,231 (25% District in-kind contribution required)
Target Population (e.g., Grade Level/s )	Preschool three to five years of age. Highest need populations: Hispanic, Asian, and Caucasian, and any other identified students of need.
Budget Impact:	None
Indirect Rate:	None
Personnel Impact:	Maintain current personnel.
Survey Questions:	There will not be a survey administered.
<b>Grant Program Description</b>	
Goals /Objectives:	<p><b>Head Start Three-Year Strategic Goal:</b> The Head Start Strategic Goals were developed based on the community needs assessment, and will be implemented for the next three years. Goals are updated annually.</p> <p>Goal 1: Families will practice good oral health habits as part of an overall healthy lifestyle.</p> <p><b>Objective 1</b> – As measured by the Family Outcome measures rating scale (1-In Crisis; 2-Vulnerable; 3-Stable; 4-Safe; 5-Thriving), 70% of families will be at a rating of stable, safe, or thriving in the area of dental health by Spring 2014, 80% by Spring 2015, and 90% by Spring 2016.</p> <p><b>Objective 2</b> – 100% of parents/caregivers will be invited to attend at least one oral health education activity annually, with at least 50% of parents/caregivers participating in year one, 60% participating in year two, and 70% participating in year three.</p> <p><b>Objective 3</b> – 100% of staff will participate in an oral health activity annual training.</p> <p><b>Objective 4</b> – All classes will participate in monthly oral health activities in years one, two and three.</p> <p>Goal 2: Families will adopt ongoing practices that support family literacy and lifelong learning.</p> <p><b>Objective 1</b> – School Readiness Goals: Children transitioning to kindergarten from the District Head Start Program will be able to demonstrate abilities and knowledge, as stated in the expectations described in the California Department of Education Preschool Foundations, at 60 months. These are aligned with the Head Start Child Development and Early Learning Framework.</p> <p><b>Objective 2</b> – Social Emotional Development: Children will be able to negotiate with each other seeking adult assistance when needed and increasingly use words to respond to conflict.</p>



	<p><b>Objective 3 – Cognition and General Knowledge:</b> Children will be able to expand their understanding of number and quantities in their everyday environment. Also, recognize and duplicate simple and repeating patterns.</p> <p><b>Objective 4 – Language and Literacy:</b> Children will extend their recognition of letters of the alphabet, and to orally blend/delete words and syllables without the support of pictures or objects. Also, children will be able to recognize that letters have corresponding sounds.</p> <p><b>Objective 5 – Physical Development:</b> Children will receive a dental exam prior to entry into kindergarten.</p> <p><b>Objective 6 – Approaches to Learning:</b> Children will be able to persist in mastering and understanding a self-selected activity, even if challenging or difficult.</p>
	<p>In 2013 Orange County is home to 16,659 Head Start and 25,386 Early Head Start (EHS) eligible children. These figures show an increase from the estimates of 14,706 Head Start and 21,591 EHS eligible children in 2012. This increase, which has occurred despite the annual decline in the number of births in Orange County since 2008, can most likely be attributed to the rising number of children and families living in poverty. In Santa Ana there are 3,269 families that are eligible for Head Start.</p> <p>The two cities with the highest concentration of Head Start and EHS eligible children continue to be Santa Ana and Anaheim. Forty-five percent of Head Start and EHS eligible children in Orange County live in these two cities. Garden Grove and Costa Mesa are the third and fourth cities of greatest need, a change from 2012 when Fullerton held fourth place.</p>
Activities:	<p>Full-day preschool services-160 days (40 children)  Part-day preschool services-140 days (510 children)</p>

**SANTA ANA UNIFIED SCHOOL DISTRICT**  
**Head Start Grant Application**  
**BUDGET FOR PROGRAM YEAR 2013-2014**

	2012/2013 Basic Budget	HS BASIC 2013/2014	HS T&TA 2012/2013	HS T&TA 2013/2014
<b>a. Personnel</b>				
<b>TOTAL SALARIES</b>	<b>2,119,083</b>	<b>2,156,884</b>		
<b>b. Fringe Benefits @ <u>43</u> %</b>				
STRS	97,311	90,747		
PERS	110,232	120,669		
OASDI	59,947	65,529		
Medicare	31,194	31,275		
Health & Welfare	521,767	501,950		
SUI	23,851	23,726		
WC	43,025	40,981		
Retiree Benefits	60,433	58,452		
<b>TOTAL FRINGE BENEFITS</b>	<b>947,760</b>	<b>933,329</b>		
<b>c. Travel</b>				
Conferences CHSA Summer Manager & Directors Conf., Newport Beach, July 23-24, 2013 Wipfli Nat'l Training Conf, Las Vegas, NV, Jul 15-19, 2013 NHSA Annual Head Start Conference NHSA Nat'l Head Start Manager/Directors Conference				
<b>TOTAL TRAVEL</b>			<b>2,690</b>	<b>5,000</b>
<b>d. Equipment</b>				
<b>e. Supplies</b>				
<u>Classroom Supplies</u> Library books, manipulatives, consummable curriculum supplies, outside supplies, block area, staples, sharpies, photo development \$65/child (510) PD, \$85/child (40) FD	36,557	36,550		
<u>Transition Supplies</u> Transition folders, materials, & activities for transition to Kindergarten \$10/child x 550 children	5,500	5,500		
<u>ERSEA Supplies</u> Children's file folders, recruitment materials, enrollment forms and supplies	6,000	6,000		
<u>Medical &amp; Dental Supplies for Children</u> First aid supplies, earthquake kits, toothbrushes, toothpaste \$5/child x 550 children	2,750	2,750		
<u>Paper goods/Food service supplies for Children's Meals</u> Disposable serving bowls, plates, cups, flatware, etc.	6,000	6,000		
<u>Custodial Supplies</u> Detergent, mops, brooms, buckets, disinfectant, soap, toilet paper, kleenex, trash can liners, etc. -- all sites	13,500	13,507		
<u>Office Supplies</u> Stationery, paper, clips, pens, business cards, file folders, computer, etc.	9,118	9,118		
<u>Copy Machine, Computer, Printer Supplies</u> Print cartridges, supplies	11,000	11,000		

**f. Contractual**

## Equipment Leases, copiers

Broadway	\$83.67/mo x 12 mos	1,004
Center Street	\$370/mo x 12 mos.	4,440
Monte Vista	\$370/mo x 12 mos.	4,440
Kennedy	\$61/mo x 12 mos.	732
Mitchell	\$61/mo x 12 mos.	732
Roosevelt	\$61/mo x 12 mos.	732

12,080 12,080

## Child Plus annual subscription

6,925 8,505

## Field Trips Entry Fees/Transportation

12,000 12,000

## Mental Health

Consultant (\$70/hr x 35.7 hrs/mo x 10 mos)

28,980 28,980

## Nutrition Consultant

10,000 10,000

## Nurse Consultant

14,000 14,000

## Audiology Consultants

3,000 3,000

## T &amp; TA

Child Outcomes, Goal 3, DRDP 2 Assessment, Pre-Kindergarten Standards  
Provide staff with training in assessments of children using the DRDP and aligning them with the new Kindergarten Standards Head Start Outcomes. Send staff to local trainings for Pre-K Learning Foundations and hire West Ed to train staff on DRDP-

2,000 2,000

## Skill Development and Goal 3

High/Scope Trainer to support and mentor staff at sites to implement High/Scope Curriculum, train new staff on High/Scope Curriculum. Offer training for parents on High/Scope. Physical Education Activities for young children.

4,000 4,000

## Skill Development and Goal #3 School Readiness

Train staff on the High/Scope Numbers Plus Curriculum - Math patterns and Number Recognition.

1,965 1,965

**TOTAL CONTRACTUAL****86,985****88,565****7,965****7,965****h. Other**

## Finger Printing/Physicals for Licensing (Staff)

1,000 1,000

## DSS/CCL Fees

3,400 3,400

## Parent Activities

Parent Activity Fund \$5.30/child x 550 2,915

Parent Activity, special activities, volunteer luncheon, etc. 2,000

Baby Sitting/Parent Meetings 1,865

Mileage Policy Committee Mtgs 1,000

Policy &amp; Ad Hoc Committee Meals/Snacks 1,000

Center Committee Meals/Snacks, \$3.00/child 1,650

10,430 10,430

## Printing Costs

8,000 8,000

Parent Newsletters/Notices, Educational Materials, Enrollment Forms

Training &amp; Technical Assistance

Performance Standards	Conduct Policy Committee orientation for new members			500	500
Performance Standards	Train staff on performance standards, health procedures and plans, review case management and SAPPPS in Health			100	100
Performance Standards	Training for staff on monitoring, performance standards, Service Area Plans, Policies & Procedures, Monitoring Protocol			100	100
ERSEA, Self Assessment CAP	Training on ERSEA Performance Standards and practices to include the attendance policy			200	200
ERSEA, Outside Monitoring, Validation Visits	Review ERSEA Procedures and Plans, full implementation of the Child Plus data system in ERSEA			2,000	2,000
Self-assessment and ongoing monitoring Goal 1, Goal 2	Training CW's on Family Partnership Agreement, deadlines, and updates for the process, home visits, and education goals. Follow up on FPA			2,000	1,690
Self Assessment CAP	Provide training to staff on developing and implementing the Family Partnership Agreement			500	500
Self Assessment	Self Assessment and Program Review			3,000	1,000
Family and Community Partnerships	Train on the Family and Community Engagement Framework, the registration process, recruitment process, community resources, Performance Standards, and to implement effective health services			40	40
Required Annual CPR & First Aid Training	To ensure that all staff are current in Pediatric & Adult CPR and First Aid			1,000	1,000
Program Design & Management, SAPPPs	Update staff on laws, Head Start Act, education requirements from the Head Start Act, review performance standards in PDM and use SAPPP's to show integration of service areas.			200	200
Education	Encourage staff to continue classes in Child Development, Curriculum, administration, Child Family & Community, and other related courses and review Head Start Act requirements specific to CW and teacher qualifications			2,000	2,000
Skill Development	Train staff on stages of literacy, provide activities to enhance curriculum, teach about ELL strategies and review programs used in District			1,500	1,500
State developed PreK Learning Foundations tying to DRDP-PS state required assessment tool and Goal 3	Increase skills in language, science, literacy, and math for use in the classrooms through attending trainings.			1,000	1,000

Goals & Objectives 2013-2016-School Readiness, Dental Health and Family Literacy	Provide activities that will promote dental health and family literacy and include 15 minutes of literacy activities in the daily routine. Provide teachers with training on literacy and Math activities. Social Emotional Development-Conflict Resolution, Cognition and General knowledge Patterning			2,410	2,410
Occupancy Rent/Lease Parking space, B'way 7th Day Adv. Church	\$200/mo x 10 months	2,000			
Storage Unit	\$279/mo x 12 months	3,348	5,348	5,348	
Utilities (Broadway)					
Electricity	\$808.33 ave./mo x 12 mos.	9,700			
Gas	\$137.5 ave./mo x 12 mos.	1,650			
Water	\$100 ave./mo x 12 mos.	1,200			
Utilities, District		5,000	17,550	17,550	
Child Liability Insurance			1,788	1,788	
Bldg Alteration/Renovation/repairs			24,950		
Equipment Maintenance Dishwashers, Copiers, etc.			1,000	1,000	
Local Travel -- Staff 6306 miles per year x .555/mi.			5,000	4,000	
Head Start Van Maintenance		1,500			
Operating Expense		1,000	3,000	4,000	
<b>TOTAL OTHER</b>			<b>81,466</b>	<b>56,516</b>	<b>16,550</b>
<b>Total Direct Costs</b>			<b>3,325,719</b>	<b>3,325,719</b>	<b>27,205</b>
<b>Grand Total</b>			<b>3,325,719</b>	<b>3,325,719</b>	<b>27,205</b>
<b>Base Grants</b>			<b>3,325,719</b>	<b>3,325,719</b>	<b>\$ 27,205</b>
<b>Difference</b>			-	(0)	<b>\$ 0</b>



## SAUSD HEAD START PROGRAM PLANNING CALENDAR 2013-2014

JULY 2013	AUGUST 2013	SEPTEMBER 2013	OCTOBER 2013
<ul style="list-style-type: none"> <li>• Orange County Head Start, Inc., Period Two Monitoring Report to Policy Committee and District Board</li> <li>• Program Planning Calendar to Policy Committee and District Board</li> <li>• Program Service Area, Plan, Policies and Procedures (SAPPP) revisions to Policy Committee</li> <li>• Complete PIR</li> <li>• Policy Committee Bylaws for Board and Policy Committee approval</li> <li>• Weekly bulletin to the District Board of Education (Program and Fiscal information)</li> </ul>	<ul style="list-style-type: none"> <li>• Program Information Report (PIR) to Policy Committee and District Board</li> <li>• Child Outcomes data analysis report for last fiscal year to Policy Committee and District Board</li> <li>• School Readiness Goals Outcomes Report</li> <li>• Head Start contract to Policy Committee and District Board</li> </ul>	<ul style="list-style-type: none"> <li>• Weekly bulletin to the District Board (Program and Fiscal information)</li> </ul>	<ul style="list-style-type: none"> <li>• Election of new Policy Committee members</li> <li>• Policy Committee training</li> <li>• Weekly bulletin to the District Board (Program and Fiscal information)</li> <li>• Orange County Head Start, Inc., Period One Monitoring</li> </ul>
NOVEMBER 2013	DECEMBER 2013	JANUARY 2014	FEBRUARY 2014
<ul style="list-style-type: none"> <li>• Results of grantee and delegate Risk Management to Policy Committee and District Board</li> <li>• Head Start bulletin to the District Board (Program and Fiscal information)</li> <li>• Orange County Head Start, Inc., Period One Monitoring, Corrective Action Plan to Policy Committee and District Board</li> </ul>	<ul style="list-style-type: none"> <li>• Year One Community Assessment Update</li> <li>• School Readiness Action Plan to Policy Committee and District Board</li> <li>• Child Outcomes Report – First Assessment to Policy Committee and District Board</li> <li>• Weekly bulletin to the District Board (Program and Fiscal information)</li> <li>• Financial audit to Policy Committee and District Board</li> </ul>	<ul style="list-style-type: none"> <li>• Community Assessment Update to Policy Committee and District Board</li> <li>• Weekly bulletin to the District Board (Program and Fiscal information)</li> </ul>	<ul style="list-style-type: none"> <li>• Final revised Eligibility, Recruitment, Selection, Enrollment, and Attendance (ERSEA) plan with Selection Criteria to Policy Committee and District Board</li> <li>• Period One Monitoring Report to Policy Committee and District Board</li> <li>• Board training</li> <li>• Weekly bulletin to the District Board (Program and Fiscal information)</li> <li>• Self-Assessment</li> </ul>
MARCH 2014	APRIL 2014	MAY 2014	JUNE 2014
<ul style="list-style-type: none"> <li>• Policy Committee Refunding Application Study Group</li> <li>• Refunding application to Policy Committee and District Board</li> <li>• Weekly bulletin to the District Board (Program and Fiscal information)</li> <li>• School Readiness Action Plan to Policy Committee and District Board</li> <li>• Child Outcomes Report, Second Assessment, to Policy Committee and District Board</li> <li>• Self-Assessment Corrective Action to Policy Committee and District Board</li> </ul>	<ul style="list-style-type: none"> <li>• Head Start Bulletin to the SAUSD Board of Education – Program and Fiscal Information</li> <li>• ERSEA procedures to Policy Committee and District Board</li> <li>• Orange County Head Start, Inc., Second Period Monitoring, Corrective Action Plan to Policy Committee and District Board</li> </ul>	<ul style="list-style-type: none"> <li>• Weekly bulletin to the District Board (Program and Fiscal information)</li> <li>• Revision of Service Area Plans Policies and Procedures</li> </ul>	<ul style="list-style-type: none"> <li>• Weekly bulletin to the District Board (Program and Fiscal information)</li> <li>• School Readiness Action Plan to Policy Committee and District Board</li> <li>• Child Outcomes Report, Third Assessment, to Policy Committee and District Board</li> </ul>

## 2013-2014 SAUSD HEAD START TRAINING AND TECHNICAL ASSISTANCE

Priorities and Data Sources	Strategies	Method Of T/TA (In-House, Conferences, Consultants, RN (TA Network, Etc.)	Target Audience	Expected Outcomes and/or Results	Method for Monitoring and Evaluation	Implementation Timelines	Projected Budget
<b>General</b>							
Record Keeping and Reporting	Review and update staff on required forms/paperwork, record keeping , reporting, and Service Area Plans, Policies, and Procedures.	<ul style="list-style-type: none"> <li>• Head Start coordinator</li> <li>• Education and Disabilities assistant coordinator</li> <li>• Fiscal assistants</li> <li>• QS staff at grantee level</li> </ul>	<ul style="list-style-type: none"> <li>• Lead teachers</li> <li>• Teachers</li> <li>• Teacher's aides</li> <li>• Parent Education specialist</li> <li>• Community workers</li> <li>• Nurse</li> <li>• Social Service manager</li> <li>• Education and Disabled assistant coordinator</li> </ul>	To increase knowledge and skills of staff in understanding the Performance Standards, the Head Start Act, and the connection to the service areas.	<ul style="list-style-type: none"> <li>• Self-Assessment</li> <li>• Training and Technical Assistance</li> </ul>	September 2013 through June 2014	No cost
Goals and Objectives 2013-2016	Train staff on the three-year Goals and Objectives, and Priorities over the next three years.	<ul style="list-style-type: none"> <li>• Head Start coordinator</li> </ul>	<ul style="list-style-type: none"> <li>• All staff</li> </ul>	To align goals with program policies and procedures.	<ul style="list-style-type: none"> <li>• Sign-in and out sheets from staff meetings</li> <li>• Agendas</li> </ul>	July 2013 through September 2013	No cost

Priorities and Data Sources	Strategies	Method Of T/TA (In-House, Conferences, Consultants, RN (TA Network, Etc.)	Target Audience	Expected Outcomes and/or Results	Method for Monitoring and Evaluation	Implementation Timelines	Projected Budget
<b>Nutrition Services</b>							
Performance Standards, Child and Adult Care Food Program Regulations	To train staff on the nutrition guidelines and provide annual training on the Regulations and Performance Standards.  Annual Training on nutrition, site monitoring checklist, nutrition curriculum, and food services issues.	<ul style="list-style-type: none"> <li>• Head Start coordinator</li> <li>• Nutrition specialist/consultant</li> </ul>	<ul style="list-style-type: none"> <li>• Lead teachers</li> <li>• Teachers</li> <li>• Teacher's aide</li> </ul>	To provide a review of CACFP and Nutrition Regulations and Performance Standards, and updates on changes in regulations and/or procedures.	<ul style="list-style-type: none"> <li>• Child and Adult Care Food Program (CACFP) monitoring</li> <li>• Ongoing monitoring</li> <li>• Review lesson plans</li> <li>• Nutrition curriculum</li> <li>• Self-Assessment</li> </ul>	September 2013 through June 2014	No cost
<b>Governance and Parent Involvement</b>							
Ongoing Monitoring by Grantee	Review with Parent committee the responsibilities of the following: <ul style="list-style-type: none"> <li>• Policy Committee (PC) member responsibilities</li> <li>• Parliamentary procedures</li> <li>• Officer's duties</li> <li>• Parent Activity Fund</li> <li>• Service Area Plans, Policies, and Procedures</li> </ul>	<ul style="list-style-type: none"> <li>• Head Start coordinator</li> <li>• Education and Disabilities assistant coordinator</li> <li>• Parent Education specialist</li> </ul>	<ul style="list-style-type: none"> <li>• Head Start parents</li> <li>• Center Parent committees</li> <li>• Policy Committee</li> </ul>	To inform parents of their role in Head Start.  Governance and improve communication between Policy Committee and parent committees.	<ul style="list-style-type: none"> <li>• Ongoing monitoring tools</li> <li>• Self-Assessment</li> <li>• Minutes of Policy Committee</li> <li>• Minutes of Review Performance Standards</li> </ul>	November 2013	No cost
Ongoing Monitoring by	Review:	• Head Start	• PC	To prepare PC	• Self-	November 2013	No cost



Priorities and Data Sources	Strategies	Method Of T/TA (In-House, Conferences, Consultants, RN (TA Network, Etc.)	Target Audience	Expected Outcomes and/or Results	Method for Monitoring and Evaluation	Implementation Timelines	Projected Budget
the Orange County Head Start Grantee	<ul style="list-style-type: none"> <li>Appendix A and Head Start Act</li> <li>Roles and responsibilities</li> <li>Officer expectations</li> <li>Policies and Procedures</li> <li>Shared Governance</li> </ul>	<ul style="list-style-type: none"> <li>coordinator</li> <li>Parent Education specialist</li> <li>Fiscal assistants</li> </ul>	representatives	representatives for their PC meetings, their roles and responsibilities, and to attain an understanding of the entire Head Start program and its service areas.	Assessment <ul style="list-style-type: none"> <li>Minutes of PC</li> <li>Minutes of Performance Standards</li> </ul>		
Performance Standards and Head Start Act	Review: <ul style="list-style-type: none"> <li>PC</li> <li>Appendix A</li> <li>Roles and responsibilities</li> <li>Officer expectations</li> <li>Policies and procedures</li> <li>Shared Governance</li> <li>Service Area, Plan, Policies, and Procedures (SAPPP)</li> </ul>	<ul style="list-style-type: none"> <li>Head Start coordinator</li> <li>Fiscal assistant</li> <li>Parent Education specialist</li> </ul>	<ul style="list-style-type: none"> <li>District Board representatives</li> <li>PC</li> <li>Officers</li> </ul>	<p>To prepare the District cabinet and board for the upcoming year and review the program goals.</p> <p>To explain the officer's duties and responsibilities to the newly elected PC executive committee.</p>	<ul style="list-style-type: none"> <li>Ongoing monitoring</li> <li>Self-Assessment</li> </ul>	November 2013	No cost

Priorities and Data Sources	Strategies	Method Of T/TA (In-House, Conferences, Consultants, RN (TA Network, Etc.)	Target Audience	Expected Outcomes and/or Results	Method for Monitoring and Evaluation	Implementation Timelines	Projected Budget
Performance Standards	Conduct PC orientation for new members.	<ul style="list-style-type: none"> <li>District Administrator</li> <li>Parent Education specialist</li> </ul>	<ul style="list-style-type: none"> <li>New PC members</li> </ul>	To prepare new PC members for their roles and responsibilities as PC members, and to attain an understanding of the entire Head Start program and its service areas.	<ul style="list-style-type: none"> <li>Parent meeting</li> <li>PC sign-in sheets</li> </ul>	November 2013	\$500.00
Performance Standards and Head Start Act	PC training.	<ul style="list-style-type: none"> <li>Head Start coordinator</li> <li>Fiscal assistants</li> </ul>	<ul style="list-style-type: none"> <li>PC members of Program Planning</li> </ul>	To explain the Budget Development process in detail, cost allocation and expenses, and the grant allocation.	<ul style="list-style-type: none"> <li>PC meeting minutes</li> <li>PC sign-in sheets</li> </ul>	November 2013	No cost
Performance Standards and Head Start Act	Review: <ul style="list-style-type: none"> <li>Child Outcomes</li> <li>Parent interest survey</li> <li>Planning calendar</li> </ul>	<ul style="list-style-type: none"> <li>Head Start coordinator</li> <li>Parent Education specialist</li> </ul>	<ul style="list-style-type: none"> <li>PC members of Planning Subcommittee</li> </ul>	To prepare and inform Subcommittee members of Planning Process regulations.	<ul style="list-style-type: none"> <li>Self-Assessment</li> <li>PC minutes</li> <li>Performance Standards minutes</li> </ul>	December 2013	No cost
Performance Standards, Self-Assessment, and Ongoing Monitoring Governance	Update and review, with PC and staff, the updated personnel policies, Impasse procedures, and the Parent Handbook PC bylaws.	<ul style="list-style-type: none"> <li>Head Start coordinator</li> <li>Parent Education specialist</li> </ul>	<ul style="list-style-type: none"> <li>PC members of Program Planning Subcommittee</li> </ul>	To prepare and inform PC members of personnel regulations.	<ul style="list-style-type: none"> <li>Self-Assessment</li> <li>PC minutes</li> <li>Performance Standards minutes</li> </ul>	November 2013	No cost

Priorities and Data Sources	Strategies	Method Of T/TA (In-House, Conferences, Consultants, RN (TA Network, Etc.)	Target Audience	Expected Outcomes and/or Results	Method for Monitoring and Evaluation	Implementation Timelines	Projected Budget
Governance	Review: <ul style="list-style-type: none"> <li>• Three year Goals and Objectives</li> <li>• Community Assessment</li> <li>• Program Information Report (PIR)</li> </ul>	<ul style="list-style-type: none"> <li>• Head Start coordinator</li> <li>• Parent Education specialist</li> </ul>	<ul style="list-style-type: none"> <li>• PC members of Governance Subcommittee</li> </ul>	To prepare and inform Subcommittee members of the Governance Regulations.	<ul style="list-style-type: none"> <li>• Self-Assessment</li> <li>• PC minutes</li> <li>• Performance Standards minutes</li> </ul>	November 2013	No cost
<b>Health Services</b>							
Self-Assessment, Monitoring, and Grantee Focus Reviews at Sites	Review: <ul style="list-style-type: none"> <li>• Children's medical records at enrollment</li> <li>• Health history of enrolled children</li> <li>• Immunization training</li> <li>• Immunization records</li> <li>• Input health information in Child Plus</li> </ul>	<ul style="list-style-type: none"> <li>• Head Start coordinator</li> <li>• Nurses</li> </ul>	<ul style="list-style-type: none"> <li>• All staff</li> </ul>	To provide training to implement procedures related to delivery of health services.	<ul style="list-style-type: none"> <li>• Ongoing monitoring</li> <li>• Self-Assessments</li> <li>• Quarterly file checks</li> </ul>	September 2013 through June 2014	No cost

Priorities and Data Sources	Strategies	Method Of T/TA (In-House, Conferences, Consultants, RN (TA Network, Etc.)	Target Audience	Expected Outcomes and/or Results	Method for Monitoring and Evaluation	Implementation Timelines	Projected Budget
Performance Standards, Goal One, and Community Assessment	<p>Review and update health information in Child Plus by reviewing and follow up.</p> <p>Do a dental follow – promote dental health wellness classroom curriculum and parent workshop.</p>	<ul style="list-style-type: none"> <li>• Head Start coordinator</li> <li>• Education and Disabilities assistant coordinator</li> <li>• Nurse</li> <li>• Mental Health consultant</li> </ul>	<ul style="list-style-type: none"> <li>• Lead teachers</li> <li>• Teachers</li> <li>• Teachers aides</li> <li>• Community workers</li> </ul>	To provide training to implement procedures related to delivery of Early Childhood and Health Services.	<ul style="list-style-type: none"> <li>• Minutes of trainings</li> <li>• Sign-in sheets</li> <li>• Performance Standards</li> <li>• Ongoing monitoring</li> <li>• Lesson plans</li> <li>• Individualizing notes</li> <li>• Self-Assessment</li> </ul>	Ongoing	No cost
Performance Standards	<p>Train staff on the Performance Standards, and Health Procedures and Plans.</p> <p>Review case management and SAPPS in health.</p>	<ul style="list-style-type: none"> <li>• Nurse</li> </ul>	<ul style="list-style-type: none"> <li>• All staff</li> </ul>	To increase staff knowledge and performance related to training topics in the area of health.	<p>Monitoring:</p> <ul style="list-style-type: none"> <li>• Performance Standards</li> <li>• Area Plans</li> <li>• Policies and Procedures</li> <li>• Protocol</li> </ul>	Ongoing	\$100
Performance Standards, Monitoring, and Self-Assessment	Training for all staff on monitoring, Performance Standards, Service Area Plans, Policies and Procedures, and monitoring protocol.	<ul style="list-style-type: none"> <li>• Head Start coordinator</li> </ul>	<ul style="list-style-type: none"> <li>• All staff</li> </ul>	To increase staff knowledge and performance related to training topics.	<ul style="list-style-type: none"> <li>• Performance Standards</li> <li>• Ongoing monitoring</li> </ul>	Ongoing	\$100

Priorities and Data Sources	Strategies	Method Of T/TA (In-House, Conferences, Consultants, RN (TA Network, Etc.)	Target Audience	Expected Outcomes and/or Results	Method for Monitoring and Evaluation	Implementation Timelines	Projected Budget
Performance Standards, Monitoring, Self-Assessment, Questionnaire (sent to teachers about their plans and training)	<p>Align District emergency plans to include Head Start sites in a disaster.</p> <p>Review with site staff procedures, follow-up, and roles in an emergency.</p> <p>Update First Aid kits – ensure two per center and enough food, water, and supplies to last a minimum of five days in case of disaster.</p>	<ul style="list-style-type: none"> <li>• Head Start coordinator</li> <li>• Nurse</li> <li>• District School Police</li> </ul>	<ul style="list-style-type: none"> <li>• All staff</li> </ul>	To increase staff knowledge and performance related to emergencies and disaster awareness.	<ul style="list-style-type: none"> <li>• Surveys</li> <li>• Performance Standards</li> <li>• Licensing</li> <li>• Ongoing monitoring</li> <li>• Self-Assessments</li> <li>• Feedback from health consultants</li> </ul>	September 2013	No cost
Performance Standards, Monitoring, and Self-Assessment	<p>Train on the forms and timelines to conduct health screenings including:</p> <ul style="list-style-type: none"> <li>• Height/weight</li> <li>• Hearing</li> <li>• Vision and dental</li> <li>• Developmental screening</li> <li>• Communicate to parents on the area of health and nutrition</li> </ul>	<ul style="list-style-type: none"> <li>• District Administrator</li> <li>• Nurse</li> </ul>	<ul style="list-style-type: none"> <li>• Site supervisor</li> <li>• Teacher</li> <li>• Teacher aide</li> <li>• Community worker</li> <li>• Nurse</li> </ul>	To provide knowledge and training for health procedures at the site level as needed.	<ul style="list-style-type: none"> <li>• Agendas</li> <li>• Sign-in and sign-out sheets</li> </ul>	September 2013 through June 2014	No cost

Priorities and Data Sources	Strategies	Method Of T/TA (In-House, Conferences, Consultants, RN (TA Network, Etc.)	Target Audience	Expected Outcomes and/or Results	Method for Monitoring and Evaluation	Implementation Timelines	Projected Budget
Performance Standards, Monitoring, Goal One, and Self-Assessment	<p>Nurses to conduct a health workshop with families.</p> <p>Review with nurses and staff the use of health assessment forms, follow-up and case management plans.</p> <p>Also review:</p> <ul style="list-style-type: none"> <li>• Medication Policy</li> <li>• Use of Nebulizer/inhaler</li> <li>• Exclusion long/short</li> <li>• Dental health and hygiene</li> <li>• Hand washing</li> </ul>	<ul style="list-style-type: none"> <li>• Head Start coordinator</li> <li>• Nurse</li> </ul>	<ul style="list-style-type: none"> <li>• Lead teacher</li> <li>• Teacher</li> <li>• Teacher aide</li> <li>• Community worker</li> </ul>	To increase consistency and clarity of procedures among staff.	<ul style="list-style-type: none"> <li>• Surveys</li> <li>• Performance Standards</li> <li>• Licensing</li> <li>• Ongoing monitoring</li> <li>• Self-Assessments</li> <li>• Feedback from health consultants</li> </ul>	October 2013 (ongoing)	No cost

Priorities and Data Sources	Strategies	Method Of T/TA (In-House, Conferences, Consultants, RN (TA Network, Etc.)	Target Audience	Expected Outcomes and/or Results	Method for Monitoring and Evaluation	Implementation Timelines	Projected Budget
<b>Disabilities Services</b>							
Performance Standards	Conduct Case Management meetings on Individualized Education Programs (IEP) goals, resources, crisis situations of children and families, and individualizing for particular children.	<ul style="list-style-type: none"> <li>• District Administrator</li> <li>• Education and Disabilities assistant coordinator</li> </ul>	<ul style="list-style-type: none"> <li>• Teacher</li> <li>• Teacher 's aide</li> </ul>	Implementing the goals written on the IEP into daily activities and individualizing.	<ul style="list-style-type: none"> <li>• Ongoing monitoring</li> <li>• Self-Assessment</li> <li>• Case Management plans</li> </ul>	October through May 2014 (monthly)	No cost
Performance Standards and Self-Assessment	Provide training for classroom staff working with children needing Special Education, equipment, related services to social-emotional development, and children with challenging behaviors.  Provide staff with CEFL training.	<ul style="list-style-type: none"> <li>• District Special Education</li> <li>• Education and Disabilities assistant coordinator</li> </ul>	<ul style="list-style-type: none"> <li>• Lead teacher</li> <li>• Community worker</li> <li>• Teacher</li> <li>• Teacher's aide</li> </ul>	Increase knowledge of staff on specific disabilities, interventions, and using specialized equipment as needed at centers.	<ul style="list-style-type: none"> <li>• Disabilities Tracking referral forms and ongoing monitoring at sites.</li> </ul>	November 2013	No cost

Priorities and Data Sources	Strategies	Method Of T/TA (In-House, Conferences, Consultants, RN (TA Network, Etc.)	Target Audience	Expected Outcomes and/or Results	Method for Monitoring and Evaluation	Implementation Timelines	Projected Budget
Performance Standards, and Self-Assessment	<p>Review and update staff on the referral procedures, training on SAPPP, forms, and classroom management.</p> <p>Review Tracking forms for children receiving services at the site. Implement Child Plus to track services and do follow-up.</p> <p>Receive training from District on referral process.</p>	<ul style="list-style-type: none"> <li>• District administrator</li> <li>• Education and Disabilities assistant coordinator</li> <li>• Mitchell Child Development Center principal</li> <li>• Classroom staff</li> <li>• Community worker</li> </ul>	<ul style="list-style-type: none"> <li>• Head Start coordinator</li> <li>• Mitchell Child Development Center principal</li> </ul>	Increase knowledge of staff on new referral process and to ensure the timeline is met.	<ul style="list-style-type: none"> <li>• Disabilities Tracking referral forms</li> <li>• Ongoing monitoring at sites</li> <li>• Performance Standards</li> </ul>	Ongoing (as needed)	No cost
<b>Mental Health</b>							
Mandated Training Performance Standards Licensing Regulations	Review with staff the mental health SAPPP, mental health forms, and Child Plus data entry for mental health services.	<ul style="list-style-type: none"> <li>• Head Start coordinator</li> <li>• Education and Disabilities assistant coordinator</li> </ul>	<ul style="list-style-type: none"> <li>• Lead teacher</li> <li>• Community worker</li> <li>• Teacher</li> <li>• Teacher's aide</li> </ul>	Increase knowledge and awareness of mental health related procedures, forms, and strategies for use in the classroom and to help families in the home.	<ul style="list-style-type: none"> <li>• Training on Performance Standards</li> <li>• Ongoing monitoring</li> <li>• Mental health Tracking form</li> <li>• Child Plus reports</li> </ul>	October 2013	No cost



Priorities and Data Sources	Strategies	Method Of T/TA (In-House, Conferences, Consultants, RN (TA Network, Etc.)	Target Audience	Expected Outcomes and/or Results	Method for Monitoring and Evaluation	Implementation Timelines	Projected Budget
Mandated Training	Review child abuse policies and procedures.	<ul style="list-style-type: none"> <li>• Head Start coordinator</li> <li>• Nurse</li> <li>• Parent Education specialist</li> </ul>	<ul style="list-style-type: none"> <li>• All staff</li> </ul>	<p>Increase staff knowledge and awareness of child abuse reporting procedures.</p> <p>Train parents on strategies to prevent child abuse.</p>	<ul style="list-style-type: none"> <li>• Training sign-in and sign-out sheets</li> </ul>	September 2013	No cost
<b>ERSEA</b>							
Performance Standards	Training on ERSEA Performance Standards and practices to be included on the attendance policy and documentation of eligibility in Child Plus and child's file.	<ul style="list-style-type: none"> <li>• In-house workshops</li> <li>• Ongoing training from director and Social Service manager</li> </ul>	<ul style="list-style-type: none"> <li>• All staff</li> <li>• PC</li> </ul>	Ability to implement a comprehensive ERSEA system	<ul style="list-style-type: none"> <li>• Self-Assessment</li> <li>• Ongoing monitoring</li> </ul>	April 2013	\$200
ERSEA, Outside Monitoring, and Validation Visits	Review ERSEA/SAPPP full implementation of the Child Plus data system in ERSEA	<ul style="list-style-type: none"> <li>• Social Services manager</li> </ul>	<ul style="list-style-type: none"> <li>• PC</li> <li>• Community worker</li> </ul>	To inform staff and PC of ERSEA regulations and requirements.	PC meeting minutes and staff meeting sign-in sheets.	August 2013	\$2,000

Priorities and Data Sources	Strategies	Method Of T/TA (In-House, Conferences, Consultants, RN (TA Network, Etc.)	Target Audience	Expected Outcomes and/or Results	Method for Monitoring and Evaluation	Implementation Timelines	Projected Budget
Community Assessment, Head Start Act, and Validation Visits	<p>Providing community resources, promoting advocacy, job skills and ESL classes for parents.</p> <p>Also marketing to homeless populations.</p>	<ul style="list-style-type: none"> <li>• District Homeless liaison</li> <li>• Various agencies that provide services to homeless children</li> </ul>	<ul style="list-style-type: none"> <li>• All staff</li> </ul>	Enhanced services and information provided to homeless populations.	Recruitment event sign-in sheets and flyers distributed about enrollment.	Ongoing	No cost
<b>Social Services</b>							
Self-Assessment and Ongoing Monitoring, and Goal Two (Family Literacy)	<p>Utilize Child Plus data system at each site to:</p> <ul style="list-style-type: none"> <li>• Identify family needs</li> <li>• Track and monitor family services</li> <li>• Ensure family goals are follow-up</li> </ul> <p>Also provide family literacy event at the sites as well as resources.</p>	<ul style="list-style-type: none"> <li>• Social Services manager</li> </ul>	<ul style="list-style-type: none"> <li>• Head Start coordinator</li> <li>• Parent Education specialist</li> <li>• Social Services manager</li> <li>• Community worker</li> </ul>	All family services to be entered in Child Plus.	<ul style="list-style-type: none"> <li>• Ongoing monitoring</li> <li>• Monthly MPR feedback from delegate QS staff</li> <li>• Self-Assessment</li> <li>• Ongoing monitoring</li> <li>• Child Plus reports</li> </ul>	Ongoing	No cost

Priorities and Data Sources	Strategies	Method Of T/TA (In-House, Conferences, Consultants, RN (TA Network, Etc.)	Target Audience	Expected Outcomes and/or Results	Method for Monitoring and Evaluation	Implementation Timelines	Projected Budget
Performance Standards	Provide training to staff on implementation of Family and Community Engagement Framework.	<ul style="list-style-type: none"> <li>• Social Services manager</li> </ul>	<ul style="list-style-type: none"> <li>• Social Services manager</li> <li>• Community worker</li> </ul>	To provide quality services and better collaboration between the program, community, and parents.	<ul style="list-style-type: none"> <li>• Sign-in sheets</li> <li>• Agendas</li> <li>• File reviews</li> </ul>	September 2013	\$500
<b>Transportation</b>							
Vehicle and Pedestrian Safety, and Performance Standards	Annually train staff, parents, and children on pedestrian safety.	<ul style="list-style-type: none"> <li>• Head Start coordinator</li> <li>• Teacher</li> <li>• Parent Education specialist</li> </ul>	<ul style="list-style-type: none"> <li>• Staff</li> <li>• Parents</li> <li>• Children</li> </ul>	Increased knowledge of transportation issues, pedestrian safety, and vehicle safety.	<ul style="list-style-type: none"> <li>• Staff/parent meeting sign-in sheets</li> <li>• Training agendas</li> </ul>	September 2013 through June 2014	No cost
<b>Performance Standards</b>							
Program Design and Management (PDM)	Review: <ul style="list-style-type: none"> <li>• Required documents</li> <li>• Program Planning process</li> <li>• Special Needs documentation</li> <li>• Monitoring</li> <li>• Self-Assessment</li> <li>• Communication and integration</li> <li>• Governance</li> <li>• PDM Service Area Plans, Policies, and Procedures</li> </ul>	<ul style="list-style-type: none"> <li>• Head Start coordinator</li> <li>• Education and Disabilities assistant coordinator</li> </ul>	<ul style="list-style-type: none"> <li>• Lead teacher</li> <li>• Teacher</li> <li>• Teacher's aide</li> <li>• Community worker</li> </ul>	To ensure lead teachers are kept up to date with the program operations and activities.	<ul style="list-style-type: none"> <li>• Agendas</li> <li>• Sign-in and sign-out sheets</li> </ul>	February 2014	No cost
Self-Assessment	Self-Assessment and	<ul style="list-style-type: none"> <li>• Orange County</li> </ul>	<ul style="list-style-type: none"> <li>• All staff</li> </ul>	Federal Review		December 2013	\$2,000

Priorities and Data Sources	Strategies	Method Of T/TA (In-House, Conferences, Consultants, RN (TA Network, Etc.)	Target Audience	Expected Outcomes and/or Results	Method for Monitoring and Evaluation	Implementation Timelines	Projected Budget
	program review.	Head Start <ul style="list-style-type: none"> <li>• Content Area experts</li> <li>• Federal Review team</li> </ul>		Year assistance.			
Self-Assessment	Provide training to staff on monitoring protocol.  Every teacher and community worker will have a complete and up-to-date Policies and Procedures binder for the site and each classroom.	<ul style="list-style-type: none"> <li>• Delegates</li> </ul>	<ul style="list-style-type: none"> <li>• All staff</li> </ul>	To inform and education staff on requirements for Self-Assessment.  Provide staff with an up-to-date binder of Policies and Procedures binder.	<ul style="list-style-type: none"> <li>• Self-Assessment reports</li> </ul>	February 2013	\$100
Program Design and Management	Provide staff training on the Staff Orientation Manual, Parent Handbook, and Policies and Procedures.	<ul style="list-style-type: none"> <li>• District administrator</li> </ul>	<ul style="list-style-type: none"> <li>• Site supervisor</li> <li>• Teacher</li> <li>• Teacher's aide</li> </ul>	Review and update on program guidelines, expectations, and requirements.	<ul style="list-style-type: none"> <li>• Self-Assessment</li> <li>• Training and Technical Assistant plans</li> </ul>	September 2013 (ongoing as needed)	No cost

Priorities and Data Sources	Strategies	Method Of T/TA (In-House, Conferences, Consultants, RN (TA Network, Etc.)	Target Audience	Expected Outcomes and/or Results	Method for Monitoring and Evaluation	Implementation Timelines	Projected Budget
Family and Community Partnerships, and Goal Two	Train on the: <ul style="list-style-type: none"> <li>• Family Partnership agreement</li> <li>• Registration process</li> <li>• Recruitment process</li> <li>• Community resources</li> <li>• Family Literacy performance Standard</li> <li>• Implement effective Family Literacy experiences</li> </ul>	<ul style="list-style-type: none"> <li>• District administrator</li> <li>• Community partners</li> <li>• Social Services manager</li> </ul>	<ul style="list-style-type: none"> <li>• Parent Education specialist</li> <li>• Community worker</li> </ul>	To insure community workers are up to date on the program procedures and required duties.	<ul style="list-style-type: none"> <li>• Agendas</li> <li>• Sign-in and sign-out sheets</li> </ul>	December 2013	\$40
Required Annual Cardiopulmonary Resuscitation (CPR) and First Aid Training	To ensure that all staff are current in their pediatric and adult CPR and First Aid.	<ul style="list-style-type: none"> <li>• Nurse</li> </ul>	<ul style="list-style-type: none"> <li>• All staff</li> </ul>	To have all staff trained or retrained on pediatric and adult CPR and First Aid.	CPR and First Aid cards in staff files.	September 2013 through 2014	\$1,000

Priorities and Data Sources	Strategies	Method Of T/TA (In-House, Conferences, Consultants, RN (TA Network, Etc.))	Target Audience	Expected Outcomes and/or Results	Method for Monitoring and Evaluation	Implementation Timelines	Projected Budget
Program Design and Management, and SAPPP	<p>Update staff on</p> <ul style="list-style-type: none"> <li>• Laws</li> <li>• Head Start Act</li> <li>• Head Start Act education requirements</li> </ul> <p>Review performance standard in Program Design and Management and use SAPPP to show integration of service areas.</p>	<ul style="list-style-type: none"> <li>• District administrator</li> <li>• Education and Disabilities assistant coordinator</li> <li>• Orange County Head Start manager</li> </ul>	<ul style="list-style-type: none"> <li>• Site supervisor</li> <li>• Community worker</li> <li>• Teaching staff</li> <li>• PC</li> </ul>	To provide updated information of federal, State, licensing, and Head Start regulations.	<ul style="list-style-type: none"> <li>• Sign-in sheets</li> <li>• Agendas</li> <li>• Training binder review</li> </ul>	September 2013 through June 2014	\$200
School Readiness Goals, Child Outcomes, Desired Results Development Profile- Preschool (DRDP-PS) Two Assessment, and Prekindergarten Standards	<p>Provide staff with training in assessments of children using the DRDP-PS and aligning them with the new kindergarten standards.</p> <p>Send staff to local trainings for Prekindergarten Learning Foundations and hire West Ed. to train staff on DRDP-PS.</p>	<ul style="list-style-type: none"> <li>• Head Start coordinator</li> <li>• West Ed. trainer (consultant)</li> </ul>	<ul style="list-style-type: none"> <li>• Site supervisor</li> <li>• Teacher</li> <li>• Teacher's aide</li> </ul>	To enhance classroom staff's ability to more effectively implement the DRDP-R assessment system.	<ul style="list-style-type: none"> <li>• Sign-in sheets</li> <li>• Agendas</li> </ul>	September 2013 (ongoing as trainings are available)	\$2,000

Priorities and Data Sources	Strategies	Method Of T/TA (In-House, Conferences, Consultants, RN (TA Network, Etc.)	Target Audience	Expected Outcomes and/or Results	Method for Monitoring and Evaluation	Implementation Timelines	Projected Budget
Required Annual blood Borne Pathogens, Child Abuse and Health Procedures, and Sexual Harassment	<ul style="list-style-type: none"> <li>Blood Borne Pathogens</li> <li>Medical policies</li> <li>TB procedures</li> <li>Child abuse</li> <li>Allergies</li> </ul>	<ul style="list-style-type: none"> <li>Head Start coordinator</li> <li>Health consultant</li> </ul>	<ul style="list-style-type: none"> <li>All staff</li> </ul>	Review and retrain on health and mental health issues.	<ul style="list-style-type: none"> <li>Sign-in sheets</li> <li>Agendas</li> <li>Case management</li> </ul>	September 2013	No cost
Education-Performance Standards, Licensing Regulations, and Head Start Act	<p>Encourage staff to continue classes in:</p> <ul style="list-style-type: none"> <li>Child Development</li> <li>Curriculum</li> <li>Administration</li> <li>Child, family, and community</li> <li>Other related courses</li> </ul> <p>Review Head Start Act requirements specific with regards to community worker and teacher qualifications.</p>	<ul style="list-style-type: none"> <li>Head Start coordinator</li> <li>Fiscal assistants</li> <li>Colleges</li> </ul>	<ul style="list-style-type: none"> <li>Lead teacher</li> <li>Teacher</li> <li>Teacher's aide</li> <li>Community worker</li> <li>Parent Education specialist</li> </ul>	Encourage staff to: <ul style="list-style-type: none"> <li>Obtain higher teacher credentials</li> <li>Continue education</li> <li>Obtain an AA degree or higher in Child Development</li> </ul>	<ul style="list-style-type: none"> <li>Transcripts from colleges</li> </ul>	September 2013 through 2014	\$2,000

Priorities and Data Sources	Strategies	Method Of T/TA (In-House, Conferences, Consultants, RN (TA Network, Etc.)	Target Audience	Expected Outcomes and/or Results	Method for Monitoring and Evaluation	Implementation Timelines	Projected Budget
Education-Skill Development and Goal Three: School Readiness	High/Scope trainer to: <ul style="list-style-type: none"> <li>• Support and mentor staff at sites</li> <li>• Implement the High/Scope Curriculum Focus on literacy and math</li> <li>• Train new staff on High/Scope curriculum</li> <li>• Offer parents training on High/Scope</li> </ul>	<ul style="list-style-type: none"> <li>• District administrator</li> <li>• Education and Disabilities assistant coordinator</li> <li>• High/Scope trainer</li> </ul>	<ul style="list-style-type: none"> <li>• Lead teacher</li> <li>• Teacher</li> <li>• Teacher's aide</li> <li>• Head Start Coordinator</li> <li>• Education and Disabilities assistant coordinator</li> </ul>	To enhance classroom staff's understanding of the High/Scope curriculum.	<ul style="list-style-type: none"> <li>• Sign-in sheets from sites</li> <li>• Agendas</li> </ul>	September 2013 through June 2014	\$4,000



Priorities and Data Sources	Strategies	Method Of T/TA (In-House, Conferences, Consultants, RN (TA Network, Etc.)	Target Audience	Expected Outcomes and/or Results	Method for Monitoring and Evaluation	Implementation Timelines	Projected Budget
Education-Skill Development, CLASS Scores, and Ongoing Monitoring	Train staff on: <ul style="list-style-type: none"> <li>• CLASS instructional support</li> <li>• Provide activities to enhance curriculum and increase scores</li> <li>• Provide mentor and coaching to teachers on the CLASS</li> <li>• Providing effective English Learners (EL) strategies and programs to English as a Second Language (ESL) students</li> </ul>	<ul style="list-style-type: none"> <li>• District administrator</li> <li>• Literacy coaches</li> <li>• Curriculum specialists</li> </ul>	<ul style="list-style-type: none"> <li>• Lead teacher</li> <li>• Teacher</li> <li>• Teacher's aide</li> </ul>	To enhance classroom staff's understanding and knowledge of early literacy practices.	<ul style="list-style-type: none"> <li>• Sign-in sheets</li> <li>• Agendas</li> <li>• Training binder</li> </ul>	June 2014	\$2,500

Priorities and Data Sources	Strategies	Method Of T/TA (In-House, Conferences, Consultants, RN (TA Network, Etc.)	Target Audience	Expected Outcomes and/or Results	Method for Monitoring and Evaluation	Implementation Timelines	Projected Budget
Skill Development and Goal Three: School Readiness	Train staff on High/Scope: <ul style="list-style-type: none"> <li>• Growing Readers Literacy</li> <li>• Numbers Plus: Preschool Mathematics (number quantities and duplication of patterns)</li> <li>• Language-Focused Curriculum (blending and deleting words and syllables without the use of pictures)</li> </ul>	<ul style="list-style-type: none"> <li>• High/Scope trainer</li> </ul>	<ul style="list-style-type: none"> <li>• Head Start coordinator</li> <li>• Education and Disabilities assistant coordinator</li> <li>• Lead teacher</li> <li>• Teacher</li> <li>• Teacher's aide</li> </ul>	Provide staff with training on Dual Immersion programs.	<ul style="list-style-type: none"> <li>• Sign-in sheets</li> <li>• Agendas</li> <li>• Training binder</li> </ul>	December 2013	\$1,965
State Developed Prekindergarten Learning Foundations: Tying to DRDP-PS State required assessment tool and School Readiness goal	Training of staff on Head Start Outcomes framework and California Preschool Learning Foundations to ensure children are kindergarten ready.	<ul style="list-style-type: none"> <li>• California Preschool Instruction Network (CPIN) trainers</li> </ul>	<ul style="list-style-type: none"> <li>• Head Start coordinator</li> <li>• Education and Disabilities assistant coordinator</li> <li>• Site supervisor</li> <li>• Teacher</li> <li>• Teacher's aide</li> </ul>	To education staff on the Content Standards for prekindergarten to address in lesson planning and classroom implementation at the site level.	<ul style="list-style-type: none"> <li>• Staff training manual</li> <li>• Sign-in sheets</li> </ul>	September 2013 through June 2014	\$1,000

Priorities and Data Sources	Strategies	Method Of T/TA (In-House, Conferences, Consultants, RN (TA Network, Etc.)	Target Audience	Expected Outcomes and/or Results	Method for Monitoring and Evaluation	Implementation Timelines	Projected Budget
Goals and Objectives 2013-16 (School Readiness)	<p>Provide activities that will promote literacy (15 minute literacy activities in daily routine) and math development.</p> <p>Provide teachers with the trainings for the developmentally-appropriate math and literacy activities.</p> <p>Also teacher trainings in Social Emotional Development Conflict Resolution and Cognition and general knowledge Patterning.</p>	<ul style="list-style-type: none"> <li>• Head Start coordinator</li> <li>• Education and Disabilities assistant coordinator</li> <li>• Consultants</li> </ul>	<ul style="list-style-type: none"> <li>• All staff</li> <li>• Two PC parents to attend the California Head Start Association (CHSA) conference locally</li> </ul>	Attend workshops, conferences, and trainings to increase: teaching skills; competence in techniques; and assessment through activities for use with children.	<ul style="list-style-type: none"> <li>• Sign-in sheets</li> <li>• Agendas</li> </ul>	September 2013 through June 2014	\$2,000

Priorities and Data Sources	Strategies	Method Of T/TA (In-House, Conferences, Consultants, RN (TA Network, Etc.))	Target Audience	Expected Outcomes and/or Results	Method for Monitoring and Evaluation	Implementation Timelines	Projected Budget
Goals and Objectives 2010-13	Attend conferences and leadership events.	<ul style="list-style-type: none"> <li>• CHSA Managers and Directors conference</li> </ul>	<ul style="list-style-type: none"> <li>• District administrator</li> <li>• Education and Disabilities assistant coordinator</li> <li>• Fiscal assistant</li> <li>• Parent Education specialist</li> <li>• Parents</li> </ul>	Learn leadership skills and techniques specific to Head Start. Also in working with children and families to implement for program improvement.	<ul style="list-style-type: none"> <li>• Agendas</li> <li>• Certificates of completion</li> <li>• Proof of attendance at events</li> </ul>	September 2013 through June 2014	\$3,000
<b>Monitoring and Training</b>							
Validation Visits and Fiscal Monitoring	To continue to improve policies and procedures in the areas of procurement, purchasing, and tracking systems.	In-house with grantee support.	<ul style="list-style-type: none"> <li>• District administrator</li> <li>• Fiscal assistant</li> </ul>	Compliant and quality programming.	<ul style="list-style-type: none"> <li>• Ongoing QS monitoring</li> </ul>	September 2013 through June 2014	No cost
Validation Visits and Self-Assessment	Ensure that "administration" and "program" cost do not exceed the 15% administration rule.	QS specialists at grantee level.	<ul style="list-style-type: none"> <li>• District administrator</li> <li>• Fiscal assistant</li> </ul>	To include policies and procedures that are written and included as part of the policies and procedures manual.	<ul style="list-style-type: none"> <li>• Ongoing tracking (monthly documents to Orange County Head Start)</li> </ul>	September 2013 through June 2014	No cost



**AGENDA ITEM BACKUP SHEET  
March 12, 2013**

**Board Meeting**

**TITLE:** Adoption of Resolution No. 12/13-2954 - Authorizing Renewal of Cooperative Program Agreement with State of California Department of Rehabilitation for 2013-16 School Years

**ITEM:** Action

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

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

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board adoption of Resolution No. 12/13-2954 for a cooperative agreement between the District and the State of California Department of Rehabilitation (DOR). This is a continuation of an ongoing agreement with DOR which provides funding for job skills training and job placement for students with disabilities.

**RATIONALE:**

Through the Transition Partnership Program, the District currently provides training for employment skills and linkages to employers post graduation for 105 special education juniors, seniors, and other students, ages 16-22, in the Adult Transition Program. The resolution is required to enter into a contract with the State of California DOR to provide the necessary funding.

**FUNDING:**

Department of Rehabilitation: \$602,358 over three years

**RECOMMENDATION:**

Adopt Resolution No. 12/13-2954 authorizing the renewal of cooperative program agreement with the State of California Department of Rehabilitation for 2013-16 school years.



DL:JRG:cvi

**BOARD RESOLUTION**

DR 324 (Rev 9/2011)

FULL Name of Corporation or Public Agency

Santa Ana Unified School District

WHEREAS, the Board of Directors or Board of Trustees of the above-named corporation or public agency has read the proposed agreement between State of California, Department of Rehabilitation (DOR), and above-named corporation or public agency and said Board of Directors or Board of Trustees acknowledges the benefits and responsibilities to be shared by both parties to said agreement.

NOW, THEREFORE, BE IT RESOLVED that said Board of Directors or Board of Trustees does hereby authorize the following person/position

Name/Position of Person Authorized to Sign Agreement

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

of the above-named corporation or public agency on behalf of the corporation or public agency to sign and execute any and all documents required by DOR to effectuate the execution of said Agreement and all amendments. This authorization shall remain in effect until the expiration of the agreement and shall automatically expire at that time, unless earlier revoked or extended by the Board of Directors.

**CERTIFICATION**

I, the Recording Secretary named below, hereby certify that the foregoing resolution was duly and regularly adopted by the Board of Directors or Board of Trustees of above-named corporation or public agency at a meeting of said Board regularly called and convened at which a quorum of said Board of Directors or Board of Trustees was present and voting, and that said resolution was adopted by a vote of the majority of all Directors or Trustees present at said meeting.

IN WITNESS WHEREOF, I have hereunto set my hand as Recording Secretary of said corporation or public agency.





Address Where Board Meeting Held

1601 East Chestnut Ave Santa Ana, CA. 92701


Date of Board Meeting	Signature of Recording Secretary	Date Signed
3-12-2013		

<p>GRANTEE/CONTRACTOR:</p> <p>STATE OF CALIFORNIA                  Department of Rehabilitation                  721 Capitol Mall                  Sacramento, California 95814</p>	<p>SUBGRANTEE/CONTRACTEE:                  (Legal Corporation/Public Agency Name &amp; Address)</p> <p>Santa Ana Unified School District                  1601 E. Chestnut Ave.                  Santa Ana, CA. 92701</p>
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The following persons are authorized to request reimbursement of expenses incurred as a result of the agreement between the Grantee/Contractor and Subgrantee/Contractee named above:

<p>Signature</p> 	<p>Name (Please Type or Print)</p> <p>Michael P. Bishop, Sr.,</p>	<p>Title (Please Type or Print)</p> <p>CBO Interim Deputy Superintendent, Operations</p>
<p>Signature</p> 	<p>Name (Please Type or Print)</p> <p>Doreen Lohnes</p>	<p>Title (Please Type or Print)</p> <p>Asst. Superintendent, Support Services</p>
<p>Signature</p> 	<p>Name (Please Type or Print)</p> <p>Anthony Wold, Ed. D.</p>	<p>Title (Please Type or Print)</p> <p>Executive Director, Business Operations</p>
<p>Signature</p> 	<p>Name (Please Type or Print)</p>	<p>Title (Please Type or Print)</p>

I hereby delegate authority to request reimbursement of expenses as shown above.

<p>Authorized Signature per Board Resolution</p> 	<p>Name (Please Type or Print)</p> <p>Thelma Melendez de Santa Ana, Pd.D.</p>	<p>Date Signed</p>
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# Scope of Work

Responsible Partner	Description of Services
<p><b><i>Department of Rehabilitation (DOR)/Transition Partnership Program (TPP)</i></b>  <i>Steve Icamen, Contract Administrator</i></p>	<ul style="list-style-type: none"> <li>• Shall provide services to Transition Partnership Program (TPP) clients/Department of Rehabilitation (DOR) clients only, including high school students, transitioning young adults, and adults</li> <li>• Shall determine eligibility of students for DOR services</li> <li>• Shall provide Employment Planning for DOR clients</li> <li>• Shall work with clients through the employment services processes to ensure that coordinated service provision will lead to a successful employment outcome</li> <li>• Shall provide services for students in their last year of schooling with SAUSD</li> <li>• Shall provide services for students who have United States citizenship status</li> <li>• Shall provide services for students who are able to work with minimal assistance or independently</li> <li>• Shall provide a Department of Rehabilitation Counselor</li> <li>• Shall develop, provide, and implement an IPE (Individual Plan of Employment) which outlines training and education necessary to meet a Plan of Employment goal</li> <li>• Shall provide continued DOR services after high school graduation/completion</li> <li>• Shall provide to the student an Employment Service package, which includes, but is not limited to; Transition Vocation Evaluation, Vocational Instruction (Employment Preparation), Job Development, Job Placement, and Work Experience</li> <li>• Shall provide coordination and linkages of available services and support in the community for TPP students/DOR clients as they prepare to seek employment with the goal of preparing TPP students/DOR clients to obtain and retain competitive employment</li> <li>• Shall provide services in concert with the DOR IPE regarding techniques for obtaining and maintaining employment such as:</li> </ul>

	<ul style="list-style-type: none"> <li>• Interviewing techniques</li> <li>• Resume development</li> <li>• Application preparation</li> <li>• Appropriate work behaviors</li> <li>• Relevant work practices</li> <li>• Appropriate grooming and hygiene</li> <li>• Assistance in becoming knowledgeable regarding the impact of employment on a TPP student/DOR client's disability and benefits.</li> </ul>
<p><b><i>Santa Ana Unified School District (SAUSD)</i></b>  <i>Ryan Murray, Coordinator of Special Education, Transition Services</i></p> <p><i>Jacqueline Russell-Garcia, Career Community Educational Specialist</i></p>	<ul style="list-style-type: none"> <li>• SAUSD shall provide work experience and work experience education</li> <li>• Shall provide classroom instruction in the area of transition</li> <li>• Shall provide Employability training</li> <li>• Shall provide Job development</li> <li>• Shall provide Work experience opportunities on a work-based site</li> <li>• Shall provide the opportunity for direct hire placements into jobs</li> <li>• Shall provide Job Coaching, as necessary</li> <li>• Shall provide to students upon graduation/completion of SAUSD programming, continued services to receive job development, direct hire placements, job coaching as necessary, monthly follow up calls by SAUSD TPP staff</li> <li>• Shall provide support for a student until student receives a direct hire job placement for a minimum of 90 days or until the student reaches 22 years of age</li> <li>• Shall provide services including, but not limited to; preparing the TPP students/DOR clients in developing their vocational direction, appropriate work attitudes, ethics, interpersonal skills, and other occupational skills</li> <li>• Shall provide TPP students/DOR clients opportunities to participate in one or more work experience opportunities.</li> </ul>

**AGENDA ITEM BACKUP SHEET  
March 12, 2013**

**Board Meeting**

**TITLE:** Certification of Second Interim Financial Status (Qualified)

**ITEM:** Action

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

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

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board certification of the Second Interim financial status "qualified" report. Education Code Section 42130 requires district superintendents to prepare and submit two interim financial reports to governing boards. A certification by the Governing Board concerning the financial stability of the District is required to be submitted to the County Superintendent of Schools.

**RATIONALE:**

Education Code Section 42131 requires the Board to certify whether or not the District is able to meet its financial obligations for the remainder of this fiscal year and for the subsequent two fiscal years based on the financial information known as of January 31, 2013.

The report shows that, given the magnitude of recent State Budget reductions, the District may not be able to merit its financial obligations through the remainder of this fiscal year or for the subsequent two years.

The District Certification of Interim Report sheet, upon acceptance by the Board, will be forwarded to the Orange County Department of Education as required. The detailed General Fund schedules for attendance, revenues, expenditures, cash flow, and criteria and standards summary review will also be forwarded.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Certify the District financial status as (Qualified).

 UMB:mmm



Al Mijares, Ph.D.  
County Superintendent of Schools

## **Attachment A – Fiscal Solvency Statement**

In submitting the 2012-13 Second Interim Report, the Board understands its fiduciary responsibility to maintain fiscal solvency for the current and subsequent two fiscal years.

Due to the volatility of California's economic recovery and uncertainty with education funding, it is recognized that, if necessary, the Santa Ana Unified School District plans to implement between \$15 million and \$20 million in on-going budget reductions for 2013-14 and an additional cuts between \$50 million and \$55 million for 2014-15 to maintain fiscal solvency, influenced of course by the State adopted budgets for both 2013-14 and 2014-15.

With the 2012-13 Second Interim Report submission, the Board will provide a detailed 2013-14 budget reduction plan along with an implementation timeline.

**AGENDA ITEM BACKUP SHEET**  
**March 12, 2013**

**Board Meeting**

**TITLE:** Adoption of Resolution No. 12/13-2953 - Authorization of Temporary Cash Borrowing from Orange County Treasury

**ITEM:** Action

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

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

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board authorization to adopt Resolution No. 12/13-2953 to allow temporary cash borrowing from the Orange County Treasury.

**RATIONALE:**

With the passage of Proposition 30, K-12 education was able to avert an additional \$5.4 billion in spending cuts. Although the tax increase did not provide new money (increased revenue for spending), the tax increase did help balance the State budget and buy down the following deferrals:

- Accelerated \$12 million to December 2012 from January 2013
- Rescinded \$7 million from March 2013 to April 2013
- Rescinded February to July 2013-14 deferral of \$5 million
- Rescinded March to August 2013-14 deferral of \$9 million

Although the reduced deferral schedule apportions more of the District's cash in a timely manner, it does not eliminate all deferrals. For the 2012-13 fiscal year, the District will have approximately \$52 million in deferrals which will not be apportioned until July and August of 2013-14. The District has also used one-time funds it had in reserves (Fund 17-Special Reserve Fund) totaling approximately \$13.6 million.

At its February 14, 2012 Board meeting, the Board approved the recommendation to borrow funds from the Orange County Treasury as a consequence of the on-going State deferrals. The recommendation was approved for a total of two fiscal years 2011-12 and 2012-13, in an amount not to exceed the lesser of (1) 85 percent of the amount of money which will accrue to the District during the fiscal year, or (2) the District's ending cash balance from the month prior to the date of each borrowing as a percent of total ending cash in the County of Orange Educational Investment Pool, excluding general obligation bonds. Repayment of funds must be made via apportionments remitted from the State to the District and payments must be made by the end of the fiscal year.

In the 2011-12 fiscal year, the District borrowed \$70 million from the Orange County Treasury to assist in the District's temporary cash shortfall relating to the deferrals. Business Services is recommending once again borrowing cash from the Orange County Treasury for the 2012-13 fiscal year. Due to the uncertainties of apportionment payments and reimbursements for restricted categorical funds, the exact amount borrowed will be provided to the Board of Education on or before April 15, 2013.

The approximate cost to borrow \$60 million from the Orange County Treasury is \$28,000.

Funds borrowed will be transferred into the General Fund no later than Monday, April 30, 2013. Repayment of the funds will be made via apportionments remitted from the State to the District. Funds will be repaid with 2012-13 deferred Revenue Limit apportionments paid out to the District in the 2013-14 fiscal year. The District may not issue a Tax and Revenue Anticipation Notes (TRANS) while having an outstanding obligation to the Orange County Treasury.

**FUNDING:**

Unrestricted General Fund

**RECOMMENDATION:**

Adopt Resolution No. 12/13-2953 to allow temporary cash borrowing from the Orange County Treasury in the amount not to exceed the lesser of (1) 85 percent of the amount of money which will accrue to the District during the fiscal year, or (2) the District's ending cash balance from the month prior to the date of each borrowing as a percent of total ending cash in the County of Orange Educational Investment Pool, excluding general obligation bonds.

 NMB:mm



1 of any Transfer(s) will be approved, if at all, in the discretion of the County  
2 Treasurer, exercising her trust and fiduciary duties with respect to protecting all  
3 of the Educational Investment Pool participants from any principal loss and  
4 ensuring adequate liquidity to meet operating cash needs, that such monies are  
5 available for such Transfers. The District Superintendent, Deputy Superintendent,  
6 Operations or the Director of Accounting are hereby authorized and directed for and  
7 on behalf of the District to formally request a Transfer in an amount and upon a  
8 date designated by the District Superintendent, Deputy Superintendent, Operations  
9 or the Director of Accounting, not to exceed the limitations to such Transfer as  
10 provided herein.

11  
12 3. For FY 2012-13, the District hereby requests that the Transfer be made  
13 by the Treasurer in one or more installments and not prior to July 1, 2012, nor  
14 later than April 29, 2013. The Transfer shall be repaid no later than October 31,  
15 2013.

16  
17 4. It is hereby requested that the Treasurer deposit Transfer installments  
18 to the District in the General Fund. All Transfers installments to the District  
19 will be made from and limited to the Educational Money Market Fund.

20  
21 5. The monies transferred to the District shall be repaid to the  
22 Educational Investment Pool from the first revenues accruing to the District before  
23 any other obligation of the District is met from such revenue. Compound interest  
24 on any Transfer installment will accrue and be payable by the District at a rate  
25 equal to the gross rate the Educational Investment Pool is earning for the same  
26 period from the date of the Transfer plus five (5) basis points until the entire  
27 Transfer and applicable interest is repaid.

28  
29 6. The monies transferred to the District will be repaid to the  
30 Educational Money Market Fund from the first revenues accruing to the District  
31 before any other obligation of the District is met from such revenue. Full  
32 repayment of any Transfer shall be made no later than October 31 following each  
33 fiscal year. The District understands and agrees that repayment of any and all  
34 Transfers is an obligation imposed by law and the obligation of the District to  
35 make payments with respect to such Transfer(s) is absolute and unconditional,  
36 payable from lawfully available funds of the District. In furtherance of the  
37 District's repayment obligations, District hereby grants the County a first lien  
38 and pledge of all District revenues accruing to the District for the purpose of  
39 repayment of the Transfer(s).





**AGENDA ITEM BACKUP SHEET**  
**March 12, 2013**

**Board Meeting**

**TITLE:** Acceptance of Receipt of Odyssey Charter Academy Charter Petition

**ITEM:** Action

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

**PREPARED BY:** Mavis Mitchell, Charter Schools Financial Coordinator

**BACKGROUND INFORMATION:**

The purpose of this agenda item is for the Board to receive the petition for the proposed Odyssey Charter Academy. The charter petition requesting to establish a K-8 charter school was submitted by the Expedition Charter Academy, Inc., a California non-profit public benefit corporation.

**RATIONALE:**

Pursuant to the Charter Schools Act of 1992 (Ed. Code § 47600 *et seq.*) a charter school petition proposing to operate a single charter school that will operate within the geographic boundaries of the Santa Ana Unified School District may be submitted to the District's Governing Board after meeting specified signature requirements. The Board is required to hold a public hearing and either grant or deny the charter petition within specified timelines from receipt by the Board of the charter petition.

In order to commence the statutory timelines and to facilitate the setting of the required public hearing and action on the petition, the charter is being submitted for receipt by the Board at its regular public meeting.

Recorded action taken at a meeting of the Board of Education effectively acknowledges and documents the date of receipt of the charter petition and thereby establishes the parameters of the statutory timeline and facilitates the District's consideration and action on the proposed charter.

<b>Timeline for Consideration Odyssey Academy Charter Petition</b>	
March 12, 2013	Acknowledgement and Receipt of Petition
March 26, 2013	Public Hearing
May 7, 2013	Staff recommendation and Board Action

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Acceptance of the Odyssey Charter Academy charter petition as received on March 12, 2013 at the regular meeting of the Santa Ana Unified School District Board of Education.

 MB.mm

**AGENDA ITEM BACKUP SHEET**  
**March 12, 2013**

**Board Meeting**

**TITLE:** Approval of Renewal of Cellular Tower Lease Agreement at Monte Vista Elementary School with Sprint PCS Assets, LLC

**ITEM:** Action

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

**PREPARED BY:** Tova Corman, Senior Facilities Planner

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the renewal of the Lease Agreement for the existing cellular tower at Monte Vista Elementary School.

**RATIONALE:**

At its March 13, 2012, the Board of Education approved the one-year lease agreement with Sprint PCS Assets, LLC. Sprint PCS Assets, LLC is requesting the lease be renewed and include a five-year term. The lease agreement would utilize the existing cellular tower and not encroach on the facilities at Monte Vista Elementary School. The renewal lease agreement is for a five-year term at a rate of \$2,700 per month.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Approve the renewal of Cellular Tower Lease Agreement at Monte Vista Elementary School with Sprint PCS Assets, LLC.

**LEASE AGREEMENT**  
**Between**  
**SANTA ANA UNIFIED SCHOOL DISTRICT**  
**And**  
**SPRINT PCS ASSETS, LLC**

THIS LEASE AGREEMENT ("Lease" or "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the SANTA ANA UNIFIED SCHOOL DISTRICT, a California public school district ("District" or "Landlord") and SPRINT PCS ASSETS, LLC, a Delaware limited liability company ("Sprint" or "Tenant"), referred to singularly as a "Party" and collectively as the "Parties".

**RECITALS**

**WHEREAS**, the District owns and operates the Monte Vista Middle School, which is located at 2116 Monte Vista, Santa Ana, California (APN: 109-050-17) ("School");

**WHEREAS**, the District and Sprint entered into that certain "Site Agreement" on August 18, 2004 to allow Sprint to construct and operate a cellular telecommunications tower and appurtenant equipment and structures on a 563-square-foot portion of the School along South Center Street and west of the School's baseball fields ("Premises"); a copy of this Site Agreement is attached hereto as **Exhibit "A"**;

**WHEREAS**, Sprint desires to continue to operate and maintain the cellular communications tower on the Premises;

**WHEREAS**, Sprint and the District desire to fully terminate the Site Agreement and enter into a separate Lease to govern the obligations concerning the Premises;

**WHEREAS**, the District desires to allow Sprint to use the Premises on the School as detailed in this Lease;

**WHEREAS**, a risk assessment of the radio frequency exposure from the Premises on the School's occupants was prepared on January 28, 2010 by Hammett & Edison, Inc., concluding that the Premises will not expose the School's occupants to harmful levels of radio frequency emissions from the Premises, upon which District relies; a copy of this report is available upon request to the District;

**WHEREAS**, pursuant to California Education Code section 17527(a), the District is authorized "to enter into agreements to make vacant classrooms or other space in operating school buildings available for rent or lease to other school districts, educational agencies, except private educational institutions which maintain kindergarten or grades 1 to 12, inclusive, governmental units, nonprofit organizations, community agencies, professional agencies, commercial and noncommercial firms, corporations, partnerships, businesses, and individuals, including during normal school hours if the school is in session";

**WHEREAS**, pursuant to California Education Code section 17529, the District has determined that by approving this Agreement, that leasing the Premises to Tenant will not (1) interfere with the educational programs or activities of any school or class conducted on the School, (2) unduly disrupt the residents in the surrounding neighborhood, or (3) jeopardize the safety of the children at the School;

**WHEREAS**, pursuant to California Education Code section 17531(b), the District has determined upon a two-thirds vote, that this Agreement is compatible with the educational operations of the School; and

**WHEREAS**, Sprint agrees that the District's fee interest in the School shall at all times be and remain unsubordinated to any leasehold mortgage which may be imposed upon Tenant's leasehold interest hereunder or upon the improvements, and that nothing contained in this Agreement shall be construed as an agreement by District to subject its fee interest to any lien.

**NOW THEREFORE**, in consideration of the covenants and agreements hereinafter set forth, the District and Sprint agree as follows:

## LEASE

- 1. Premises.** The Premises subject to this Lease is fully described in **Exhibit "B,"** attached hereto and made a part of this Lease.
- 2. Use of Premises.** Landlord agrees to allow use of the Premises by Tenant to design, construct, modify, operate, and maintain the cellular communications relay system, as more fully described in **Exhibit "B,"** attached hereto and made a part of this Lease. Tenant shall have use of the Premises at all times to conduct cellular telecommunications relay operation only using the same or substantially similar replacement equipment as described in **Exhibit "B."**
- 3. Access.** Landlord grants to Tenant a nonexclusive right during the Term (as defined below) for unrestricted pedestrian and vehicular ingress and egress across the School in cases of emergency. Access for non-emergencies shall be in such a manner that does not interfere with the School's activities and in accordance with the School Site Safety and Site Visit Protocol Memorandum dated February 1, 2010, which is attached hereto as **Exhibit "C"** and made a part of this Lease.
- 4. Modification or Expansion.** Tenant shall not in any way modify or expand its use of Premises beyond that specifically described in **Exhibit "C"** without the express written approval of the District, the California Department of Education, and the California Division of the State Architect ("DSA"), all of which in their absolute sole discretion. Should Tenant desire to modify or expand the Premises or its use, Tenant (at its sole cost) shall provide Landlord with a site specific exposure risk assessment demonstrating that the modified and/or expanded Premises would not expose the School's students, parents, staff, agents, consultants, visitors and invitees to harmful levels of electromotive forces or other energies.
- 5. Marking and Lighting.** Tenant shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration ("FAA") and the Federal Communications Commission ("FCC") pertaining solely to the Premises. Should Tenant be cited because the Premises is not in compliance, Tenant shall provide Landlord with written notice thereof within five (5) days of Tenant's receipt of the citation. Should Tenant fail to cure the conditions of noncompliance with the time frame required by the citing agency, Landlord may terminate this Lease. Tenant shall be responsible for compliance with all marking and lighting requirements of the FAA and the FCC pertaining to the use of the Premises.
- 6. Signs.** Tenant shall not display any advertising or logo signs on the Premises. Tenant may display any signs on the Premises necessary to maintain the safety and security of the Premises and School.
- 7. Condition of Premises.**
  - 7.1. The Landlord leases the Premises to Tenant on an "AS IS" basis. Landlord shall not be required to make or construct any alterations including structural changes, additions, or improvements to the Premises.
  - 7.2. Tenant acknowledges that neither Landlord nor its agents have made any representations or warranties of any kind whatsoever, either express or implied, as to the suitability of the Premises for a cellular telecommunications relay or any other use. Any agreements, warranties, or representations not expressly contained herein shall in no way bind either Party, and the Parties expressly waive all claims for damages by reason of any statement, representation, warranty, promise or agreement, if any, not contained in this Lease.
  - 7.3. Landlord makes no representation or warranty, expressed or implied, concerning the location of present or future facilities on or surrounding the School.
- 8. Title to and Removal of Tenant's Improvements / Facilities.**
  - 8.1. Tenant shall not construct or cause to be constructed (install or cause to be installed) on the Premises any improvements ("Tenant's Improvements") without express prior written consent from Landlord. Tenant's Improvements must be deemed by Tenant as necessary to the operation of its cellular communications relay.
  - 8.2. At its sole expense, Tenant shall obtain all necessary environmental and governmental, entitlements approvals and permits, including, without limitation, clearance under the California Environmental Quality

Act ("CEQA"), any necessary approvals from any local authority including any site, grading, zoning, design review, and other required permits or approvals, if applicable, prior to commencing Tenant's Improvements or use of Premises and shall provide Landlord with evidence of approval by all applicable governmental agencies.

- 8.3. All contractors and subcontractors of Tenant, if any, shall be duly licensed in the State of California. Tenant shall be solely responsible for maintaining the Premises and Tenant's Improvements installed thereon during the Term, including any extensions, and for compliance with all applicable laws, ordinances, rules, and regulations.
- 8.4. Under all circumstances, Tenant must seek and receive approval from DSA for all of Tenant's Improvements prior to their installation.
- 8.5. Title to all structures, equipment, and/or other personal property placed by Tenant onto the Premises shall be held solely by Tenant. These items shall remain the personal property of Tenant and shall not be treated as real property or become a part of the School unless Landlord accepts or Tenant abandons any of this personal property upon the expiration of the Term or termination of this Lease as authorized herein.

**9. Term.** The term of this Lease shall be for five (5) years. The commencement date of this Lease shall be March 13, 2013 ("Commencement Date") and unless sooner terminated under any provision hereof, this Lease shall end on March 12, 2018 ("Term").

#### **10. Security Deposit.**

- 10.1. Upon execution of this Lease, Tenant shall deposit with Landlord Zero Dollars (\$0.00) ("Security Deposit").
- 10.2. The Security Deposit shall secure the timely, full and faithful performance by Tenant of each term, covenant, and condition of this Lease. If, at any time, Tenant shall fail to make any payment or fail to keep or perform any term, covenant, or condition on its part to be made or performed or kept under this Lease, Landlord may, but shall not be obligated to and without waiving or releasing Tenant from any obligation under this Lease, use, apply, or retain the whole or any part of the Security Deposit:
  - 10.2.1. To offset the extent of any sum due to District;
  - 10.2.2. To make any required payment on Tenant's behalf; or
  - 10.2.3. To compensate Landlord for any loss, damage, attorneys' fees, or expense sustained by Landlord due to Tenant's default.

In such event, Tenant shall, within five (5) days of written demand by Landlord, remit to Landlord sufficient funds to restore the Security Deposit to its original sum. No interest shall accrue on the Security Deposit. Landlord shall not be deemed a trustee of the Security Deposit, and may deposit the Security Deposit with Landlord's other funds. Should Tenant comply with all the terms, covenants, and conditions of this Lease and at the end of the Term vacate the Premises in the condition required by this Lease, then the Security Deposit, less any sums owing to Landlord, shall be returned to Tenant within thirty (30) days after the termination of this Lease and vacancy of the Premises by Tenant.

#### **11. Rent.**

- 11.1. For and in consideration of the use of the Premises for the Term, Tenant agrees to pay Landlord rent in the amount of two thousand seven hundred dollars (\$2,700) per month ("Rent"). The Rent for any fractional month at the beginning or at the end of this Lease shall be prorated. Rent shall increase on the anniversary of the Commencement Date by an amount equal to three (3) percent of the Rent then in effect for the previous year.
- 11.2. Rent for the first month shall be due upon Commencement Date. Thereafter, Rent shall be due, in advance and without deduction, setoff, prior notice or demand, on the first of each month until the expiration or termination of this Lease.

- 11.3. Tenant acknowledges that its late payment of Rent and other sums otherwise due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to processing and accounting charges. Accordingly, if Landlord does not receive the then due Rent or any other sum due from Tenant by 4:00 p.m. within ten (10) days after such amount is due, Tenant shall pay to Landlord, as additional rent, a late charge equal to five percent (5%) of such overdue amount or the maximum amount allowed by law, whichever is less. The Parties hereby agree that such late charges represent a fair and reasonable estimate of costs Landlord will incur by reason of late payment. Landlord's acceptance of such late charge shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prohibit Landlord from exercising any of its other rights and remedies granted hereunder.
- 11.4. Taxes, costs, expenses, fees, assessments, levies, possessory interest taxes, late charges, and other charges and governmental fees, general and special, ordinary and extraordinary, unforeseen, as well as foreseen, of any kind or nature whatsoever, which prior to or during the Term, assessed, levied, or imposed upon or become due and payable on any activity carried on under this Lease, any possessory right that Tenant may have in or to the Premises, or that is levied and assessed against the land that comprises the Premises and all Tenant's Improvements on the Premises, together with all interest and penalties that may accrue thereon in the event of Tenant's failure to pay such amounts, and all reasonable damages, costs, and attorneys' fees and expenses which Landlord may incur by reason of any default of Tenant or failure on Tenant's part to comply with the terms of this Lease, shall be deemed to be additional rent ("Additional Rent") and, in the event of nonpayment by Tenant, Landlord shall have all of the rights and remedies with respect thereto as Landlord has for the nonpayment of the Rent. The provisions of this Section shall survive the expiration or termination of this Lease.
- 11.5. Any amount due to Landlord not paid when due shall bear interest at one and one-half percent (1.5%) per month commencing thirty (30) days after the due date, but not to exceed the maximum rate permitted by law. Payment of interest shall be in addition to any late charges owing pursuant to this Lease and shall not excuse or cure any default by Tenant under this Lease.
- 11.6. At no cost to Landlord, Tenant reasonably may contest the legal validity or amount of any such taxes, costs, expenses, fees, assessments, levies, possessory interest taxes, late charges, and other charges and governmental fees, general and special, ordinary and extraordinary, unforeseen, as well as foreseen, of any kind or nature whatsoever for which Tenant is responsible, and institute such proceedings as Tenant considers necessary; provided however, that Tenant shall at all times defend with counsel reasonably acceptable to Landlord, indemnify, protect and hold harmless Landlord from any and all claims, damages, suits, liabilities, penalties, costs, expenses, and attorneys' and consultants' fees resulting therefrom, and protect Landlord and the Premises from foreclosure of any lien, and that Landlord shall not be required to join in any proceeding or contest brought by Tenant.

## **12. Utilities.**

- 12.1. Tenant shall make its own determination as to whether utilities necessary for Tenant's use of the Premises are at or near the Premises. Tenant shall pay for all utility modifications and utility services needed for the Premises. Landlord will cooperate with Tenant in Tenant's efforts to obtain utilities for the Premises; however, the location of any easements needed across any portion of the School shall be within Landlord's sole discretion.
- 12.2. Landlord shall not be liable to Tenant in damages or otherwise (i) if any utility becomes unavailable from any public utility company, public authority, or any other person or entity supplying or distributing such utility; or (ii) for any disruption in any utility service caused by the making of any repairs or improvements or by any cause beyond Landlord's reasonable control, and such interruption shall not constitute a termination of this Lease, or an eviction of Tenant, or give Tenant the right to reduce or abate Rent.

## **13. Maintenance and Repairs.**

- 13.1. Tenant, at its cost, shall maintain and repair the Premises in a good condition consistent with the condition of the Premises existing at the time Tenant takes possession of the Premises. The term "maintain and repair" shall be defined as routine, regular, or necessary maintenance. Tenant hereby expressly waives the



provisions of California Civil Code sections 1932(1), 1941 and 1942 and all rights to make repairs at the expense of Landlord as provided in California Civil Code section 1942.

13.2. Tenant, as its sole cost, shall remove any graffiti and repair any vandalism within 24 hours of discovery or being noticed by Landlord.

#### **14. Right to Enter.**

14.1. Tenant will permit Landlord and its authorized representatives to enter the Premises and improvements thereon at all times during usual business hours.

14.2. Landlord has the right to inspect the same and to perform any work required of Tenant by this Lease that Tenant has failed to perform within thirty (30) days following written notice to Tenant; provided however, that in the event of any Tenant default that creates an imminent threat to life or property, Landlord may enter the Premises and the improvements thereon without notice and may take such actions as may be required to relieve such threat. As Additional Rent, Tenant shall reimburse Landlord for the cost of any repairs, replacements, or improvements to the Premises or improvements thereon incurred by Landlord under this Section, promptly on receipt of an invoice. Nothing in this Section shall imply a duty on the part of Landlord to make any inspection, take any action, or do any such work, nor shall Landlord's performance of any repairs, alterations, or improvements constitute a waiver of Tenant's default in failing to do the same.

14.3. Except to the extent arising out of the gross negligence or willful misconduct of Landlord, or its board members, representatives, officers, consultants, employees, trustees, volunteers, and invitees, no exercise by Landlord of any rights herein reserved shall entitle Tenant to any compensation, abatement of Rent, damages, reimbursement, or other relief for any interference with any business conducted on the Premises or any other injury, property damage, loss or liability as a consequence of such entry or repairs.

**15. Destruction or Condemnation.** If the Premises are damaged, destroyed, condemned, or transferred in lieu of condemnation, Tenant may elect to terminate this Lease as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Landlord not later than forty-five (45) days following the date of such damage, destruction, condemnation, or transfer in lieu of condemnation. If Tenant chooses not to terminate this Lease, the Premises shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises. Tenant shall not be entitled to share any of the proceeds resulting from condemnation of the Premises or any part of the School.

**16. Renewal.** This Lease can only be extended by a separate writing executed by both Parties that complies with all of the following provisions:

16.1. It specifically authorizes further tenancy by Tenant and specifies the terms of that tenancy, and

16.2. It is approved by the Landlord's governing body prior to the end of the Term.

#### **17. Termination.**

17.1. Either Party may immediately terminate this Lease for cause. Cause shall include, without limitation:

17.1.1. Material violation or breach of this Lease by Tenant or Landlord;

17.1.2. Tenant's failure to maintain the required licenses, permits, and other governmental approvals for use of the Premises;

17.1.3. Tenant's expansion of its use beyond that described in **Exhibit "C"**;

17.1.4. Tenant subletting or allowing a third party to use the Premises;

17.1.5. Any act by Tenant exposing Landlord to liability to others for personal injury or property damage;

17.1.6. Tenant is adjudged as bankrupt and makes a general assignment for the benefit of creditors or a receiver is appointed on account of Tenant's insolvency; or

17.1.7. Tenant's use, storage, or release of a Hazardous Material (as defined below).

17.2. If Landlord terminates for cause, Tenant's rights in the Premises shall terminate sixty (60) days following Tenant's receipt of a notice of termination from Landlord. By the end of the 60-day termination notice period, Tenant shall surrender and vacate the Premises in the condition required under this Lease, and District may re-enter and take possession of the Premises and all the remaining improvements or property and eject Tenant or any of Tenant's subtenants, assignees or other person or persons claiming any right under or through Tenant or eject some and not others or eject none. This Lease may also be terminated by a judgment specifically providing for termination. Any termination under this Section shall not release Tenant from the payment of any sum then due Landlord or from any claim for damages or Rent previously accrued or then accruing against Tenant.

17.3. Termination for Convenience. Either Party may terminate this Agreement by written notification one hundred eighty (180) days prior to the effective date of the termination.

17.4. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District and/or Tenant.

17.5. Upon termination of this Lease, Tenant shall be responsible to restore the Property to its condition prior to the commencement of this Lease with no damage thereto, reasonable wear and tear excepted.

**18. Surrender of Premises.** At the expiration of the Term or the earlier termination of this Lease, Tenant shall surrender possession of the Premises and deliver the same to Landlord in good order, condition, and state of repair, ordinary wear and tear excepted. It is expressly agreed and understood by both Landlord and Tenant that Tenant's failure to surrender possession of the Premises at the expiration of the Term or earlier termination of this Lease shall result in substantial damages to Landlord and those damages are impossible or impracticable to measure. In the event Tenant does not surrender possession of the Premises to Landlord as set forth herein, Tenant shall be deemed a holdover tenant on a month-to-month basis and shall pay to Landlord for each month or portion of a month in which Tenant holds over in the Premises, an amount equal to two times the Rent that was payable under this Lease during the last month of the Term plus any Additional Rent payable in accordance with the terms of this Lease. Such amounts shall be payable in advance on the first day of each and every calendar month. In no event shall any provision contained in this Lease be deemed to permit Tenant to retain possession of the Premises after the expiration of the Lease Term or earlier termination of this Lease.

**19. Surrender of Lease Not Merger.** The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not constitute a merger and shall, at the option of Landlord, terminate all or any existing subleases or subtenancies, or operate as an assignment to Landlord of any or all subleases or subtenancies.

**20. Liens.** Tenant shall promptly pay for all materials supplied and work done with respect to the Premises or Tenant's Improvements so as to ensure that no lien is recorded against any portion of the Premises against the Landlord's or Tenant's interest therein. If a lien is so recorded, the Tenant shall discharge it promptly by payment or bonding. If any such lien against the Premises or Landlord's interest therein is recorded and not discharged by Tenant as above required within thirty (30) days following recording, Landlord shall have the right to remove such lien by bonding or payment and the cost thereof shall be paid immediately by Tenant to Landlord. Landlord and Tenant expressly agree and acknowledge that no interest of Landlord in the Premises or any improvement placed on the Premises shall be subject to any lien for improvements made by Tenant in or for the Premises, and the Landlord shall not be liable for any lien for any improvements made by Tenant, such liability being expressly prohibited by the terms of this Lease. Tenant waives any lien rights it may have concerning the Premises.

**21. Fingerprinting and Criminal Background Verification.** Unless District determines that the Tenant, its employees, agents, subcontractors, invitees, and/or volunteers will have only limited and/or no contact with District students, Tenant shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in Education Code section 45125.1, which may be met under the fingerprinting provisions of Title 22 of the California Code of Regulations and applicable provisions of the California Health and Safety Code relevant to community care facility licensing (Health & Safety Code, § 1500 et seq.). Tenant shall provide written verification of compliance with the aforementioned fingerprinting and criminal

background investigation requirements to District prior to each individual's commencement of employment or participation in any activity by Tenant upon the Premises or School.

## **22. Indemnification.**

22.1. Tenant's Activities. To the fullest extent permitted by California law, Tenant shall defend, indemnify, protect, and hold harmless District, its board members, representatives, officers, consultants, employees, trustees, volunteers, and invitees from any and all assessments, counts, claims, costs, actions, damages, demands, liabilities (legal, administrative, or otherwise), losses, expenses, fines, penalties, proceedings, responsibilities, violations, suits, settlements, judgments, attorneys' and consultants' fees, causes of action, awards or the like, the operation, condition, use, modification, improvement, maintenance, or occupancy of the Premises, all improvements thereon, and all areas appurtenant thereto; and in case any action or proceeding be brought against District, Tenant shall defend the same at Tenant's sole expense. This Lease is made on the express condition that District shall not be liable for, or suffer any loss whether by reason of, injury to person or property, or from whatever cause in any way connected with the operation, condition, use, modification, improvement, maintenance, or occupancy of the Premises specifically including, without limitation, any liability for injury to the person or property of the Tenant, its agents, officers, employees, licensees and invitees. Tenant shall keep the Premises and School clear of all liens, encumbrances, and/or clouds on District's title to any portion of the School, including the Premises.

22.2. Ownership of Tenant's Improvements. The Site Agreement was between the District and Sprint PCS. Tenant represents and warrants that it has lawfully been assigned all right, title, and interest in the Tenant's Improvements that are located on the Premises as of the Commencement Date and has assumed all of Sprint PCS' obligations under the Site Agreement. To the fullest extent permitted by California law, Tenant shall defend, indemnify, protect, and hold harmless District, its board members, representatives, officers, consultants, employees, trustees, volunteers, and invitees from any and all assessments, counts, claims, costs, actions, damages, demands, liabilities (legal, administrative, or otherwise), losses, expenses, fines, penalties, proceedings, responsibilities, violations, suits, settlements, judgments, attorneys' and consultants' fees, causes of action, awards or the like, directly or indirectly arising out of, on account of, connected with, or relating to the ownership of Tenant's Improvements.

22.3. Patented or Copyrighted Materials. Tenant assumes all costs and liabilities arising from its use of patented or copyrighted materials, equipment, devices, or processes used on, or in conjunction with, the Premises and agrees, to the fullest extent permitted by California and United States law, to defend, indemnify, protect, and hold harmless District, its board members, representatives, officers, consultants, employees, trustees, volunteers, and invitees from any and all assessments, counts, claims, costs, actions, damages, demands, liabilities (legal, administrative, or otherwise), losses, expenses, fines, penalties, proceedings, responsibilities, violations, suits, settlements, judgments, attorneys' and consultants' fees, causes of action, awards or the like, directly or indirectly arising out of, on account of, connected with, or resulting from, Tenant's use, alteration, repair, placement, maintenance of patented or copyrighted materials.

## **23. Insurance.**

23.1. Insurance is to be obtained from insurer(s) with a current A.M. Best Insurance rating of no less than A-minus: VII and subject to the approval of Landlord. Tenant shall furnish Landlord with the original certificates and amendatory endorsements effecting coverage required.

23.2. Tenant acknowledges that the insurance to be maintained by District on the Premises and School will not insure any of Tenant's property or improvements made by Tenant.

23.3. Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of commercial general liability insurance and a comprehensive auto liability policy insuring Landlord and Tenant against claims and liabilities arising out of the operation, condition, use, modification, maintenance, or occupancy of the Premises and all areas appurtenant thereto, including parking areas. Tenant's comprehensive auto liability policy shall insure all vehicle(s), whether hired, owned or non-owned. Tenant's commercial general insurance shall be at least as broad as the Insurance Service Office (ISO) CG 00-01 form and in an amount of not less than One Million dollars (\$1,000,000) for bodily injury or death and property damage as a result of any one occurrence and a Two Million dollar (\$2,000,000) general aggregate policy limit. In addition, Tenant shall obtain a products/completed operations aggregate policy in

the amount of One Million dollars (\$1,000,000). Within five (5) days of the Commencement Date, Tenant shall deliver to District a certificate of insurance evidencing the existence of the policies required hereunder and copies of endorsements stating that such policies shall:

- 23.3.1. Not be canceled or reduced without thirty (30) days' prior written notice to District;
- 23.3.2. State the coverage is primary and any coverage by District is in excess thereto;
- 23.3.3. Contain a cross liability endorsement; and,
- 23.3.4. Include a separate endorsement naming District as an additional insured.

At least thirty (30) days prior to the expiration of each certificate, and every subsequent certificate, Tenant shall deliver to District a new certificate of insurance consistent with all of the terms and conditions required in connection with the original certificate of insurance as described above.

23.4. During the Term, Tenant shall comply with all provisions of law applicable to Tenant with respect to obtaining and maintaining workers' compensation insurance. Prior to the commencement and any subsequent term of this Lease and Tenant's occupancy of the Property, Tenant shall provide Landlord, as evidence of this required coverage, a certificate in a form satisfactory to Landlord within five (5) days following the Commencement Date and any subsequent term, providing that insurance coverage shall not be canceled or reduced without thirty (30) days' prior written notice to Landlord.

**24. Notice.** Any notice required or permitted to be given under this Lease shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or sent by overnight delivery service or facsimile transmission, addressed as follows:

Santa Ana Unified School District  
1601 East Chestnut Avenue  
Santa Ana, California 92701  
Attn: Assistant Superintendent, Business Services

Sprint/Nextel Property Service  
Mailstop KSOPHT0101-Z2650  
6391 Sprint Parkway  
Overland Park, KS 66251-2650

And copy to:  
Sprint/Nextel Law Department  
Mailstop KSOPHT0101-Z2650

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by certified or registered mail shall be effective three (3) days after deposit in the United States mail.

**25. Subcontract, Assignment, and Sublease.** Neither Party shall assign its rights, duties, or privileges under this Lease, nor shall either Party attempt to confer any of its rights, duties or privileges under this Lease on any third party, without the written consent of the other Party. Tenant shall not sublease or otherwise allow occupation by a third party any portion of the Premises without the prior written consent of the District. A consent by Landlord to one assignment, whether by operation of law or otherwise, shall not be deemed to be a consent to any subsequent assignment. Any assignment made contrary to the terms of this Section shall be void.

**26. Joint and Several Liability.** If Tenant is more than one person or entity, each such person or entity shall be jointly and severally liable for the obligations of Tenant hereunder.

**27. Independent Contractor Status.** This Lease is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

**28. Entire Agreement of Parties.** This Lease constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Lease may be amended or modified only by a written instrument executed by both Parties.

**29. California Law.** The rights, duties, and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Lease shall be brought and maintained in the Superior Court of Orange County.

**30. Compliance With All Laws.**

30.1. At its sole expense, Tenant shall comply with all requirements of all governmental authorities, in force either now or in the future, affecting the Premises, and shall faithfully observe in Tenant's use of the Premises all laws, regulations and ordinances of these authorities, in force either now or in the future including, without limitation, all applicable federal, state and local laws, regulations, and ordinances pertaining to air and water quality, Hazardous Material (as defined below), waste disposal, air emission and other environmental matters (including CEQA and its implementing regulations in its use of the Premises), and all District policies, rules, and regulations.

30.2. The judgment of a court of competent jurisdiction, or Tenant's admission in an action or a proceeding against Tenant, whether District be a party to it or not, that Tenant has violated any law or regulation or ordinance in Tenant's use of the Premises shall be considered conclusive evidence of that fact as between District and Tenant. If Tenant fails to comply with any such law, regulation or ordinance, District reserves the right to take necessary remedial measures at Tenant's expense, for which Tenant hereby agrees to reimburse District on demand.

30.3. Tenant shall not cause or permit any Hazardous Material to be generated, brought onto, used, stored, or disposed of in or about the Premises and any improvements by Tenant or its agents, employees, contractors, subtenants, or invitees, except for limited quantities of lubricants and cleaners (all of which shall be used and stored in strict compliance with Hazardous Material Laws (as defined below)). Tenant shall comply with all Hazardous Materials Laws. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government, including without limitation, petroleum products, asbestos, PCB's, and any material or substance which is (i) defined as hazardous or extremely hazardous pursuant to Title 22 of the California Code of Regulations, Division 4.5, Chapter 11, Article 4, section 66261.30 et seq., (ii) defined as a "hazardous waste" pursuant to section (14) of the federal Resource Conservation and Recovery Act, 42 U.S.C., § 6901 et. seq. (42 U.S.C., § 6903), or (iii) defined as a "hazardous substance" pursuant to section 10 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C., § 9601 et. seq. (42 U.S.C., § 9601). As used herein, the term "Hazardous Material Laws" shall mean any statute, law, ordinance, or regulation of any governmental body or agency (including the U.S. Environmental Protection Agency, the California Regional Water Quality Control Board, and the California Department of Health Services) which regulates the use, storage, release or disposal of any Hazardous Material.

30.4. Tenant warrants and represents that Tenant, its contractors, its invitees or other persons who go onto the Premises at Tenant's direction, request or acquiescence have not heretofore caused or allowed any Hazardous Material to be discharged or released onto, into, under or about the Premises. If Tenant knows, or has reasonable cause to believe, that a Hazardous Material has come to be located in, on, under or about the Premises, other than as previously consented to by Landlord, Tenant shall immediately give written notice of such fact to Landlord, and provide Landlord with a copy of any report, notice, claim, or other documentation which Tenant has concerning the presence of such Hazardous Material.

**31. Public Complaints.** If any person complains to Tenant about the Premises, Tenant's Improvements, or Tenant's use of either, Tenant shall give written notice of such complaint received (whether oral or written) to District within seven (7) days of Tenant's receipt of the complaint. Tenant shall collaborate with Landlord on action(s), if any, to be taken to alleviate the complaint.

**32. Cooperation With Other Occupants of the Property.** It is understood and recognized by Tenant that the School will be used by third parties and the District, and Tenant shall cooperate with the other parties in reaching amicable arrangements concerning the School's use.

**33. Attorneys' Fees.** If either Party files any action or brings any proceedings against the other arising out of this Lease, 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.

**34. Waiver.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

**35. Successors and Assigns.** This Lease shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

**36. Counterparts.** This Lease and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

**37. Captions.** The captions contained in this Lease are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the Parties hereto.

**38. Severability.** Should any provision of this Lease be determined to be invalid, illegal, or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal, and enforceable.

**39. Incorporation of Recitals and Exhibits.** The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference as though set forth in full.

**40. Time Is of the Essence.** Time is of the essence with respect to the Parties' obligations herein.

ACCEPTED AND AGREED on the date indicated below:

Dated: \_\_\_\_\_, 2013

Dated: \_\_\_\_\_, 2013

**Santa Ana Unified School District**

**Sprint PCS Assets, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Title: \_\_\_\_\_

**Exhibit "A"**

**Prior Lease / Site Agreement**

Exhibit A

**JOINT-USE AGREEMENT AND LEASE**  
**Between**  
**SANTA ANA UNIFIED SCHOOL DISTRICT**  
**And**  
**SPRINT PCS ASSETS, LLC**

THIS JOINT USE AGREEMENT AND LEASE ("Lease" or "Agreement") is made this 14<sup>th</sup> day of March, 2012, by and between the SANTA ANA UNIFIED SCHOOL DISTRICT, a California public school district ("District" or "Landlord") and SPRINT PCS ASSETS, LLC, a Delaware limited liability company ("Sprint" or "Tenant"), referred to singularly as a "Party" and collectively as the "Parties".

**RECITALS**

**WHEREAS**, the District owns and operates the Monte Vista Middle School, which is located at 2116 Monte Vista, Santa Ana, California (APN: 109-050-17) ("School");

**WHEREAS**, the District and Sprint entered into that certain "Site Agreement" on August 18, 2004 to allow Sprint to construct and operate a cellular telecommunications tower and appurtenant equipment and structures on a 563-square-foot portion of the School along South Center Street and west of the School's baseball fields ("Premises"); a copy of this Site Agreement is attached hereto as **Exhibit "A"**;

**WHEREAS**, Sprint desires to continue to operate and maintain the cellular communications tower on the Premises;

**WHEREAS**, Sprint and the District desire to fully terminate the Site Agreement and enter into a separate Lease to govern the obligations concerning the Premises;

**WHEREAS**, the District desires to allow Sprint to use the Premises on the School as detailed in this Lease;

**WHEREAS**, a risk assessment of the radio frequency exposure from the Premises on the School's occupants was prepared on January 28, 2010 by Hammett & Edison, Inc., concluding that the Premises will not expose the School's occupants to harmful levels of radio frequency emissions from the Premises, upon which District relies; a copy of this report is available upon request to the District;

**WHEREAS**, pursuant to California Education Code section 17527(a), the District is authorized "to enter into agreements to make vacant classrooms or other space in operating school buildings available for rent or lease to other school districts, educational agencies, except private educational institutions which maintain kindergarten or grades 1 to 12, inclusive, governmental units, nonprofit organizations, community agencies, professional agencies, commercial and noncommercial firms, corporations, partnerships, businesses, and individuals, including during normal school hours if the school is in session";

**WHEREAS**, pursuant to California Education Code section 17529, the District has determined that by approving this Agreement, that leasing the Premises to Tenant will not (1) interfere with the educational programs or activities of any school or class conducted on the School, (2) unduly disrupt the residents in the surrounding neighborhood, or (3) jeopardize the safety of the children at the School;

**WHEREAS**, pursuant to California Education Code section 17531(b), the District has determined upon a two-thirds vote, that this Agreement is compatible with the educational operations of the School; and

**WHEREAS**, Sprint agrees that the District's fee interest in the School shall at all times be and remain unsubordinated to any leasehold mortgage which may be imposed upon Tenant's leasehold interest hereunder or upon the improvements, and that nothing contained in this Agreement shall be construed as an agreement by District to subject its fee interest to any lien.

**NOW THEREFORE**, in consideration of the covenants and agreements hereinafter set forth, the District and Sprint agree as follows:



## LEASE

1. **Premises.** The Premises subject to this Lease is fully described in **Exhibit "B,"** attached hereto and made a part of this Lease.
2. **Use of Premises.** Landlord agrees to allow use of the Premises by Tenant to design, construct, modify, operate, and maintain the cellular communications relay system, as more fully described in **Exhibit "B,"** attached hereto and made a part of this Lease. Tenant shall have use of the Premises at all times to conduct cellular telecommunications relay operation only using the same or substantially similar replacement equipment as described in **Exhibit "B."**
3. **Access.** Landlord grants to Tenant a nonexclusive right during the Term (as defined below) for unrestricted pedestrian and vehicular ingress and egress across the School in cases of emergency. Access for non-emergencies shall be in such a manner that does not interfere with the School's activities and in accordance with the School Site Safety and Site Visit Protocol Memorandum dated February 1, 2010, which is attached hereto as **Exhibit "C"** and made a part of this Lease.
4. **Modification or Expansion.** Tenant shall not in any way modify or expand its use of Premises beyond that specifically described in **Exhibit "C"** without the express written approval of the District, the California Department of Education, and the California Division of the State Architect ("DSA"), all of which in their absolute sole discretion. Should Tenant desire to modify or expand the Premises or its use, Tenant (at its sole cost) shall provide Landlord with a site specific exposure risk assessment demonstrating that the modified and/or expanded Premises would not expose the School's students, parents, staff, agents, consultants, visitors and invitees to harmful levels of electromotive forces or other energies.
5. **Marking and Lighting.** Tenant shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration ("FAA") and the Federal Communications Commission ("FCC") pertaining solely to the Premises. Should Tenant be cited because the Premises is not in compliance, Tenant shall provide Landlord with written notice thereof within five (5) days of Tenant's receipt of the citation. Should Tenant fail to cure the conditions of noncompliance with the time frame required by the citing agency, Landlord may terminate this Lease. Tenant shall be responsible for compliance with all marking and lighting requirements of the FAA and the FCC pertaining to the use of the Premises.
6. **Signs.** Tenant shall not display any advertising or logo signs on the Premises. Tenant may display any signs on the Premises necessary to maintain the safety and security of the Premises and School.
7. **Condition of Premises.**
  - 7.1. The Landlord leases the Premises to Tenant on an "AS IS" basis. Landlord shall not be required to make or construct any alterations including structural changes, additions, or improvements to the Premises.
  - 7.2. Tenant acknowledges that neither Landlord nor its agents have made any representations or warranties of any kind whatsoever, either express or implied, as to the suitability of the Premises for a cellular telecommunications relay or any other use. Any agreements, warranties, or representations not expressly contained herein shall in no way bind either Party, and the Parties expressly waive all claims for damages by reason of any statement, representation, warranty, promise or agreement, if any, not contained in this Lease.
  - 7.3. Landlord makes no representation or warranty, expressed or implied, concerning the location of present or future facilities on or surrounding the School.
8. **Title to and Removal of Tenant's Improvements / Facilities.**
  - 8.1. Tenant shall not construct or cause to be constructed (install or cause to be installed) on the Premises any improvements ("Tenant's Improvements") without express prior written consent from Landlord. Tenant's Improvements must be deemed by Tenant as necessary to the operation of its cellular communications relay.
  - 8.2. At its sole expense, Tenant shall obtain all necessary environmental and governmental, entitlements approvals and permits, including, without limitation, clearance under the California Environmental Quality

Act ("CEQA"), any necessary approvals from any local authority including any site, grading, zoning, design review, and other required permits or approvals, if applicable, prior to commencing Tenant's Improvements or use of Premises and shall provide Landlord with evidence of approval by all applicable governmental agencies.

- 8.3. All contractors and subcontractors of Tenant, if any, shall be duly licensed in the State of California. Tenant shall be solely responsible for maintaining the Premises and Tenant's Improvements installed thereon during the Term, including any extensions, and for compliance with all applicable laws, ordinances, rules, and regulations.
- 8.4. Under all circumstances, Tenant must seek and receive approval from DSA for all of Tenant's Improvements prior to their installation.
- 8.5. Title to all structures, equipment, and/or other personal property placed by Tenant onto the Premises shall be held solely by Tenant. These items shall remain the personal property of Tenant and shall not be treated as real property or become a part of the School unless Landlord accepts or Tenant abandons any of this personal property upon the expiration of the Term or termination of this Lease as authorized herein.

**9. Term.** The term of this Lease shall be for one (1) year. The commencement date of this Lease shall be March 14, 2012 ("Commencement Date") and unless sooner terminated under any provision hereof, this Lease shall end on March 14, 2013 ("Term").

#### **10. Security Deposit.**

- 10.1. Upon execution of this Lease, Tenant shall deposit with Landlord Zero Dollars (\$0.00) ("Security Deposit").
- 10.2. The Security Deposit shall secure the timely, full and faithful performance by Tenant of each term, covenant, and condition of this Lease. If, at any time, Tenant shall fail to make any payment or fail to keep or perform any term, covenant, or condition on its part to be made or performed or kept under this Lease, Landlord may, but shall not be obligated to and without waiving or releasing Tenant from any obligation under this Lease, use, apply, or retain the whole or any part of the Security Deposit:
  - 10.2.1. To offset the extent of any sum due to District;
  - 10.2.2. To make any required payment on Tenant's behalf; or
  - 10.2.3. To compensate Landlord for any loss, damage, attorneys' fees, or expense sustained by Landlord due to Tenant's default.

In such event, Tenant shall, within five (5) days of written demand by Landlord, remit to Landlord sufficient funds to restore the Security Deposit to its original sum. No interest shall accrue on the Security Deposit. Landlord shall not be deemed a trustee of the Security Deposit, and may deposit the Security Deposit with Landlord's other funds. Should Tenant comply with all the terms, covenants, and conditions of this Lease and at the end of the Term vacate the Premises in the condition required by this Lease, then the Security Deposit, less any sums owing to Landlord, shall be returned to Tenant within thirty (30) days after the termination of this Lease and vacancy of the Premises by Tenant.

#### **11. Rent.**

- 11.1. For and in consideration of the use of the Premises for the Term, Tenant agrees to pay Landlord rent in the amount of two thousand seven hundred dollars (\$2,700) per month ("Rent"). The Rent for any fractional month at the beginning or at the end of this Lease shall be prorated. Rent shall increase on the anniversary of the Commencement Date by an amount equal to three (3) percent of the Rent then in effect for the previous year.
- 11.2. Rent for the first month shall be due upon Commencement Date. Thereafter, Rent shall be due, in advance and without deduction, setoff, prior notice or demand, on the first of each month until the expiration or termination of this Lease.

- 11.3. Tenant acknowledges that its late payment of Rent and other sums otherwise due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to processing and accounting charges. Accordingly, if Landlord does not receive the then due Rent or any other sum due from Tenant by 4:00 p.m. within ten (10) days after such amount is due, Tenant shall pay to Landlord, as additional rent, a late charge equal to five percent (5%) of such overdue amount or the maximum amount allowed by law, whichever is less. The Parties hereby agree that such late charges represent a fair and reasonable estimate of costs Landlord will incur by reason of late payment. Landlord's acceptance of such late charge shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prohibit Landlord from exercising any of its other rights and remedies granted hereunder.
- 11.4. Taxes, costs, expenses, fees, assessments, levies, possessory interest taxes, late charges, and other charges and governmental fees, general and special, ordinary and extraordinary, unforeseen, as well as foreseen, of any kind or nature whatsoever, which prior to or during the Term, assessed, levied, or imposed upon or become due and payable on any activity carried on under this Lease, any possessory right that Tenant may have in or to the Premises, or that is levied and assessed against the land that comprises the Premises and all Tenant's Improvements on the Premises, together with all interest and penalties that may accrue thereon in the event of Tenant's failure to pay such amounts, and all reasonable damages, costs, and attorneys' fees and expenses which Landlord may incur by reason of any default of Tenant or failure on Tenant's part to comply with the terms of this Lease, shall be deemed to be additional rent ("Additional Rent") and, in the event of nonpayment by Tenant, Landlord shall have all of the rights and remedies with respect thereto as Landlord has for the nonpayment of the Rent. The provisions of this Section shall survive the expiration or termination of this Lease.
- 11.5. Any amount due to Landlord not paid when due shall bear interest at one and one-half percent (1.5%) per month commencing thirty (30) days after the due date, but not to exceed the maximum rate permitted by law. Payment of interest shall be in addition to any late charges owing pursuant to this Lease and shall not excuse or cure any default by Tenant under this Lease.
- 11.6. At no cost to Landlord, Tenant reasonably may contest the legal validity or amount of any such taxes, costs, expenses, fees, assessments, levies, possessory interest taxes, late charges, and other charges and governmental fees, general and special, ordinary and extraordinary, unforeseen, as well as foreseen, of any kind or nature whatsoever for which Tenant is responsible, and institute such proceedings as Tenant considers necessary; provided however, that Tenant shall at all times defend with counsel reasonably acceptable to Landlord, indemnify, protect and hold harmless Landlord from any and all claims, damages, suits, liabilities, penalties, costs, expenses, and attorneys' and consultants' fees resulting therefrom, and protect Landlord and the Premises from foreclosure of any lien, and that Landlord shall not be required to join in any proceeding or contest brought by Tenant.

## **12. Utilities.**

- 12.1. Tenant shall make its own determination as to whether utilities necessary for Tenant's use of the Premises are at or near the Premises. Tenant shall pay for all utility modifications and utility services needed for the Premises. Landlord will cooperate with Tenant in Tenant's efforts to obtain utilities for the Premises; however, the location of any easements needed across any portion of the School shall be within Landlord's sole discretion.
- 12.2. Landlord shall not be liable to Tenant in damages or otherwise (i) if any utility becomes unavailable from any public utility company, public authority, or any other person or entity supplying or distributing such utility; or (ii) for any disruption in any utility service caused by the making of any repairs or improvements or by any cause beyond Landlord's reasonable control, and such interruption shall not constitute a termination of this Lease, or an eviction of Tenant, or give Tenant the right to reduce or abate Rent.

## **13. Maintenance and Repairs.**

- 13.1. Tenant, at its cost, shall maintain and repair the Premises in a good condition consistent with the condition of the Premises existing at the time Tenant takes possession of the Premises. The term "maintain and repair" shall be defined as routine, regular, or necessary maintenance. Tenant hereby expressly waives the

provisions of California Civil Code sections 1932(1), 1941 and 1942 and all rights to make repairs at the expense of Landlord as provided in California Civil Code section 1942.

13.2. Tenant, as its sole cost, shall remove any graffiti and repair any vandalism within 24 hours of discovery or being noticed by Landlord.

**14. Right to Enter.**

14.1. Tenant will permit Landlord and its authorized representatives to enter the Premises and improvements thereon at all times during usual business hours.

14.2. Landlord has the right to inspect the same and to perform any work required of Tenant by this Lease that Tenant has failed to perform within thirty (30) days following written notice to Tenant; provided however, that in the event of any Tenant default that creates an imminent threat to life or property, Landlord may enter the Premises and the improvements thereon without notice and may take such actions as may be required to relieve such threat. As Additional Rent, Tenant shall reimburse Landlord for the cost of any repairs, replacements, or improvements to the Premises or improvements thereon incurred by Landlord under this Section, promptly on receipt of an invoice. Nothing in this Section shall imply a duty on the part of Landlord to make any inspection, take any action, or do any such work, nor shall Landlord's performance of any repairs, alterations, or improvements constitute a waiver of Tenant's default in failing to do the same.

14.3. Except to the extent arising out of the gross negligence or willful misconduct of Landlord, or its board members, representatives, officers, consultants, employees, trustees, volunteers, and invitees, no exercise by Landlord of any rights herein reserved shall entitle Tenant to any compensation, abatement of Rent, damages, reimbursement, or other relief for any interference with any business conducted on the Premises or any other injury, property damage, loss or liability as a consequence of such entry or repairs.

**15. Destruction or Condemnation.** If the Premises are damaged, destroyed, condemned, or transferred in lieu of condemnation, Tenant may elect to terminate this Lease as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Landlord not later than forty-five (45) days following the date of such damage, destruction, condemnation, or transfer in lieu of condemnation. If Tenant chooses not to terminate this Lease, the Premises shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises. Tenant shall not be entitled to share any of the proceeds resulting from condemnation of the Premises or any part of the School.

**16. Renewal.** This Lease can only be extended by a separate writing executed by both Parties that complies with all of the following provisions:

16.1. It specifically authorizes further tenancy by Tenant and specifies the terms of that tenancy, and

16.2. It is approved by the Landlord's governing body prior to the end of the Term.

**17. Termination.**

17.1. Either Party may immediately terminate this Lease for cause. Cause shall include, without limitation:

17.1.1. Material violation or breach of this Lease by Tenant or Landlord;

17.1.2. Tenant's failure to maintain the required licenses, permits, and other governmental approvals for use of the Premises;

17.1.3. Tenant's expansion of its use beyond that described in **Exhibit "C"**;

17.1.4. Tenant subletting or allowing a third party to use the Premises;

17.1.5. Any act by Tenant exposing Landlord to liability to others for personal injury or property damage;

17.1.6. Tenant is adjudged as bankrupt and makes a general assignment for the benefit of creditors or a receiver is appointed on account of Tenant's insolvency; or

17.1.7. Tenant's use, storage, or release of a Hazardous Material (as defined below).

17.2. If Landlord terminates for cause, Tenant's rights in the Premises shall terminate sixty (60) days following Tenant's receipt of a notice of termination from Landlord. By the end of the 60-day termination notice period, Tenant shall surrender and vacate the Premises in the condition required under this Lease, and District may re-enter and take possession of the Premises and all the remaining improvements or property and eject Tenant or any of Tenant's subtenants, assignees or other person or persons claiming any right under or through Tenant or eject some and not others or eject none. This Lease may also be terminated by a judgment specifically providing for termination. Any termination under this Section shall not release Tenant from the payment of any sum then due Landlord or from any claim for damages or Rent previously accrued or then accruing against Tenant.

17.3. Termination for Convenience. Either Party may terminate this Agreement by written notification one hundred eighty (180) days prior to the effective date of the termination.

17.4. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District and/or Tenant.

17.5. Upon termination of this Lease, Tenant shall be responsible to restore the Property to its condition prior to the commencement of this Lease with no damage thereto, reasonable wear and tear excepted.

**18. Surrender of Premises.** At the expiration of the Term or the earlier termination of this Lease, Tenant shall surrender possession of the Premises and deliver the same to Landlord in good order, condition, and state of repair, ordinary wear and tear excepted. It is expressly agreed and understood by both Landlord and Tenant that Tenant's failure to surrender possession of the Premises at the expiration of the Term or earlier termination of this Lease shall result in substantial damages to Landlord and those damages are impossible or impracticable to measure. In the event Tenant does not surrender possession of the Premises to Landlord as set forth herein, Tenant shall be deemed a holdover tenant on a month-to-month basis and shall pay to Landlord for each month or portion of a month in which Tenant holds over in the Premises, an amount equal to two times the Rent that was payable under this Lease during the last month of the Term plus any Additional Rent payable in accordance with the terms of this Lease. Such amounts shall be payable in advance on the first day of each and every calendar month. In no event shall any provision contained in this Lease be deemed to permit Tenant to retain possession of the Premises after the expiration of the Lease Term or earlier termination of this Lease.

**19. Surrender of Lease Not Merger.** The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not constitute a merger and shall, at the option of Landlord, terminate all or any existing subleases or subtenancies, or operate as an assignment to Landlord of any or all subleases or subtenancies.

**20. Liens.** Tenant shall promptly pay for all materials supplied and work done with respect to the Premises or Tenant's Improvements so as to ensure that no lien is recorded against any portion of the Premises against the Landlord's or Tenant's interest therein. If a lien is so recorded, the Tenant shall discharge it promptly by payment or bonding. If any such lien against the Premises or Landlord's interest therein is recorded and not discharged by Tenant as above required within thirty (30) days following recording, Landlord shall have the right to remove such lien by bonding or payment and the cost thereof shall be paid immediately by Tenant to Landlord. Landlord and Tenant expressly agree and acknowledge that no interest of Landlord in the Premises or any improvement placed on the Premises shall be subject to any lien for improvements made by Tenant in or for the Premises, and the Landlord shall not be liable for any lien for any improvements made by Tenant, such liability being expressly prohibited by the terms of this Lease. Tenant waives any lien rights it may have concerning the Premises.

**21. Fingerprinting and Criminal Background Verification.** Unless District determines that the Tenant, its employees, agents, subcontractors, invitees, and/or volunteers will have only limited and/or no contact with District students, Tenant shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in Education Code section 45125.1, which may be met under the fingerprinting provisions of Title 22 of the California Code of Regulations and applicable provisions of the California Health and Safety Code relevant to community care facility licensing (Health & Safety Code, § 1500 et seq.). Tenant shall provide written verification of compliance with the aforementioned fingerprinting and criminal

background investigation requirements to District prior to each individual's commencement of employment or participation in any activity by Tenant upon the Premises or School.

## 22. Indemnification.

22.1. Tenant's Activities. To the fullest extent permitted by California law, Tenant shall defend, indemnify, protect, and hold harmless District, its board members, representatives, officers, consultants, employees, trustees, volunteers, and invitees from any and all assessments, counts, claims, costs, actions, damages, demands, liabilities (legal, administrative, or otherwise), losses, expenses, fines, penalties, proceedings, responsibilities, violations, suits, settlements, judgments, attorneys' and consultants' fees, causes of action, awards or the like, the operation, condition, use, modification, improvement, maintenance, or occupancy of the Premises, all improvements thereon, and all areas appurtenant thereto; and in case any action or proceeding be brought against District, Tenant shall defend the same at Tenant's sole expense. This Lease is made on the express condition that District shall not be liable for, or suffer any loss whether by reason of, injury to person or property, or from whatever cause in any way connected with the operation, condition, use, modification, improvement, maintenance, or occupancy of the Premises specifically including, without limitation, any liability for injury to the person or property of the Tenant, its agents, officers, employees, licensees and invitees. Tenant shall keep the Premises and School clear of all liens, encumbrances, and/or clouds on District's title to any portion of the School, including the Premises.

22.2. Ownership of Tenant's Improvements. The Site Agreement was between the District and Sprint PCS. Tenant represents and warrants that it has lawfully been assigned all right, title, and interest in the Tenant's Improvements that are located on the Premises as of the Commencement Date and has assumed all of Sprint PCS' obligations under the Site Agreement. To the fullest extent permitted by California law, Tenant shall defend, indemnify, protect, and hold harmless District, its board members, representatives, officers, consultants, employees, trustees, volunteers, and invitees from any and all assessments, counts, claims, costs, actions, damages, demands, liabilities (legal, administrative, or otherwise), losses, expenses, fines, penalties, proceedings, responsibilities, violations, suits, settlements, judgments, attorneys' and consultants' fees, causes of action, awards or the like, directly or indirectly arising out of, on account of, connected with, or relating to the ownership of Tenant's Improvements.

22.3. Patented or Copyrighted Materials. Tenant assumes all costs and liabilities arising from its use of patented or copyrighted materials, equipment, devices, or processes used on, or in conjunction with, the Premises and agrees, to the fullest extent permitted by California and United States law, to defend, indemnify, protect, and hold harmless District, its board members, representatives, officers, consultants, employees, trustees, volunteers, and invitees from any and all assessments, counts, claims, costs, actions, damages, demands, liabilities (legal, administrative, or otherwise), losses, expenses, fines, penalties, proceedings, responsibilities, violations, suits, settlements, judgments, attorneys' and consultants' fees, causes of action, awards or the like, directly or indirectly arising out of, on account of, connected with, or resulting from, Tenant's use, alteration, repair, placement, maintenance of patented or copyrighted materials.

## 23. Insurance.

23.1. Insurance is to be obtained from insurer(s) with a current A.M. Best Insurance rating of no less than A- ~~minus: VII~~ and subject to the approval of Landlord. Tenant shall furnish Landlord with the original certificates and amendatory endorsements effecting coverage required.

23.2. Tenant acknowledges that the insurance to be maintained by District on the Premises and School will not insure any of Tenant's property or improvements made by Tenant.

23.3. Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of commercial general liability insurance and a comprehensive auto liability policy insuring Landlord and Tenant against claims and liabilities arising out of the operation, condition, use, modification, maintenance, or occupancy of the Premises and all areas appurtenant thereto, including parking areas. Tenant's comprehensive auto liability policy shall insure all vehicle(s), whether hired, owned or non-owned. Tenant's commercial general insurance shall be at least as broad as the Insurance Service Office (ISO) CG 00-01 form and in an amount of not less than One Million dollars (\$1,000,000) for bodily injury or death and property damage as a result of any one occurrence and a Two Million dollar (\$2,000,000) general aggregate policy limit. In addition, Tenant shall obtain a products/completed operations aggregate policy in

the amount of One Million dollars (\$1,000,000). Within five (5) days of the Commencement Date, Tenant shall deliver to District a certificate of insurance evidencing the existence of the policies required hereunder and copies of endorsements stating that such policies shall:

- 23.3.1. Not be canceled or reduced without thirty (30) days' prior written notice to District;
- 23.3.2. State the coverage is primary and any coverage by District is in excess thereto;
- 23.3.3. Contain a cross liability endorsement; and,
- 23.3.4. Include a separate endorsement naming District as an additional insured.

At least thirty (30) days prior to the expiration of each certificate, and every subsequent certificate, Tenant shall deliver to District a new certificate of insurance consistent with all of the terms and conditions required in connection with the original certificate of insurance as described above.

23.4. During the Term, Tenant shall comply with all provisions of law applicable to Tenant with respect to obtaining and maintaining workers' compensation insurance. Prior to the commencement and any subsequent term of this Lease and Tenant's occupancy of the Property, Tenant shall provide Landlord, as evidence of this required coverage, a certificate in a form satisfactory to Landlord within five (5) days following the Commencement Date and any subsequent term, providing that insurance coverage shall not be canceled or reduced without thirty (30) days' prior written notice to Landlord.

**24. Notice.** Any notice required or permitted to be given under this Lease shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or sent by overnight delivery service or facsimile transmission, addressed as follows:

Santa Ana Unified School District  
1601 East Chestnut Avenue  
Santa Ana, California 92701  
Attn: Assistant Superintendent, Business Services

Sprint/Nextel Property Service  
Mailstop KSOPHT0101-Z2650  
6391 Sprint Parkway  
Overland Park, KS 66251-2650

And copy to:  
Sprint/Nextel Law Department  
Mailstop KSOPHT0101-Z2650

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by certified or registered mail shall be effective three (3) days after deposit in the United States mail.

**25. Subcontract, Assignment, and Sublease.** Neither Party shall assign its rights, duties, or privileges under this Lease, nor shall either Party attempt to confer any of its rights, duties or privileges under this Lease on any third party, without the written consent of the other Party. Tenant shall not sublease or otherwise allow occupation by a third party any portion of the Premises without the prior written consent of the District. A consent by Landlord to one assignment, whether by operation of law or otherwise, shall not be deemed to be a consent to any subsequent assignment. Any assignment made contrary to the terms of this Section shall be void.

**26. Joint and Several Liability.** If Tenant is more than one person or entity, each such person or entity shall be jointly and severally liable for the obligations of Tenant hereunder.

**27. Independent Contractor Status.** This Lease is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

**28. Entire Agreement of Parties.** This Lease constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Lease may be amended or modified only by a written instrument executed by both Parties.

**29. California Law.** The rights, duties, and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Lease shall be brought and maintained in the Superior Court of Orange County.

**30. Compliance With All Laws.**

- 30.1. At its sole expense, Tenant shall comply with all requirements of all governmental authorities, in force either now or in the future, affecting the Premises, and shall faithfully observe in Tenant's use of the Premises all laws, regulations and ordinances of these authorities, in force either now or in the future including, without limitation, all applicable federal, state and local laws, regulations, and ordinances pertaining to air and water quality, Hazardous Material (as defined below), waste disposal, air emission and other environmental matters (including CEQA and its implementing regulations in its use of the Premises), and all District policies, rules, and regulations.
- 30.2. The judgment of a court of competent jurisdiction, or Tenant's admission in an action or a proceeding against Tenant, whether District be a party to it or not, that Tenant has violated any law or regulation or ordinance in Tenant's use of the Premises shall be considered conclusive evidence of that fact as between District and Tenant. If Tenant fails to comply with any such law, regulation or ordinance, District reserves the right to take necessary remedial measures at Tenant's expense, for which Tenant hereby agrees to reimburse District on demand.
- 30.3. Tenant shall not cause or permit any Hazardous Material to be generated, brought onto, used, stored, or disposed of in or about the Premises and any improvements by Tenant or its agents, employees, contractors, subtenants, or invitees, except for limited quantities of lubricants and cleaners (all of which shall be used and stored in strict compliance with Hazardous Material Laws (as defined below)). Tenant shall comply with all Hazardous Materials Laws. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government, including without limitation, petroleum products, asbestos, PCB's, and any material or substance which is (i) defined as hazardous or extremely hazardous pursuant to Title 22 of the California Code of Regulations, Division 4.5, Chapter 11, Article 4, section 66261.30 et seq., (ii) defined as a "hazardous waste" pursuant to section (14) of the federal Resource Conservation and Recovery Act, 42 U.S.C., § 6901 et. seq. (42 U.S.C., § 6903), or (iii) defined as a "hazardous substance" pursuant to section 10 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C., § 9601 et. seq. (42 U.S.C., § 9601). As used herein, the term "Hazardous Material Laws" shall mean any statute, law, ordinance, or regulation of any governmental body or agency (including the U.S. Environmental Protection Agency, the California Regional Water Quality Control Board, and the California Department of Health Services) which regulates the use, storage, release or disposal of any Hazardous Material.
- 30.4. Tenant warrants and represents that Tenant, its contractors, its invitees or other persons who go onto the Premises at Tenant's direction, request or acquiescence have not heretofore caused or allowed any Hazardous Material to be discharged or released onto, into, under or about the Premises. If Tenant knows, or has reasonable cause to believe, that a Hazardous Material has come to be located in, on, under or about the Premises, other than as previously consented to by Landlord, Tenant shall immediately give written notice of such fact to Landlord, and provide Landlord with a copy of any report, notice, claim, or other documentation which Tenant has concerning the presence of such Hazardous Material.
- 31. Public Complaints.** If any person complains to Tenant about the Premises, Tenant's Improvements, or Tenant's use of either, Tenant shall give written notice of such complaint received (whether oral or written) to District within seven (7) days of Tenant's receipt of the complaint. Tenant shall collaborate with Landlord on action(s), if any, to be taken to alleviate the complaint.
- 32. Cooperation With Other Occupants of the Property.** It is understood and recognized by Tenant that the School will be used by third parties and the District, and Tenant shall cooperate with the other parties in reaching amicable arrangements concerning the School's use.



**33. Attorneys' Fees.** If either Party files any action or brings any proceedings against the other arising out of this Lease, 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.

**34. Waiver.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

**35. Successors and Assigns.** This Lease shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

**36. Counterparts.** This Lease and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

**37. Captions.** The captions contained in this Lease are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the Parties hereto.

**38. Severability.** Should any provision of this Lease be determined to be invalid, illegal, or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal, and enforceable.

**39. Incorporation of Recitals and Exhibits.** The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference as though set forth in full.

**40. Time Is of the Essence.** Time is of the essence with respect to the Parties' obligations herein.

ACCEPTED AND AGREED on the date indicated below:

Dated: March 14, 2012

Santa Ana Unified School District

By: [Signature]

Print Name: Joe Dixon

Print Title: Asst. Superintendent, Facilities

Dated: March 26, 2012

Sprint PCS Assets, LLC

By: [Signature]

Print Name: Jerry D. McAnally Jr.

Print Title: Real Estate Manager

**Exhibit "B"**  
**Description of Premises, including Existing Tenant Improvements**

The "Premises" that are being leased to Tenant is described below:

563-square-foot site located at 2116  $\frac{3}{4}$  W. Monta Vista Avenue, situated on the Monte Vista Elementary School campus along South Center Street and west of the School's baseball fields, in the City of Santa Ana, County of Orange, State of California.

Legal Description:

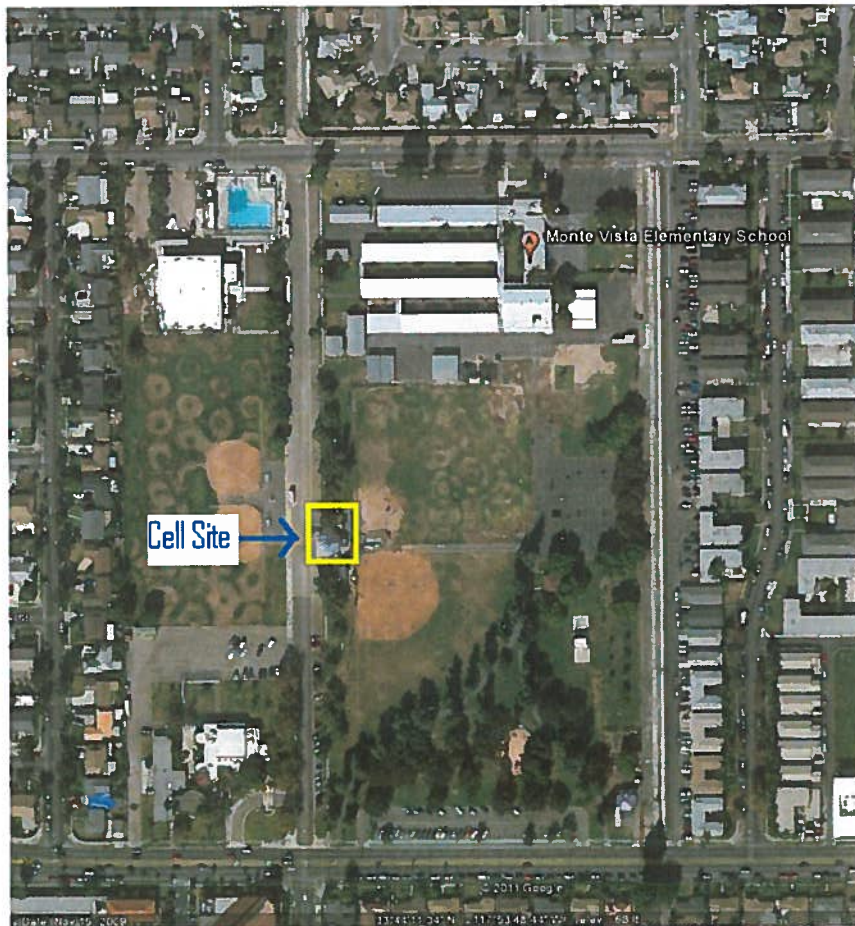
Lots 13 & 14 of Re-plat of Santa Ana Acres, as shown on a map thereof recorded in Book 5, at page 8 of Miscellaneous maps, records of said Orange County.

Subject to the following:

1. Second installment of taxes for 1953-54
2. Covenants, conditions, restrictions, reservations, rights, rights of way and easements, if any, of record.

Assessor's Parcel Number: 109-050-17

Aerial Photograph:



**Exhibit "C"**

**School Site Safety and Site Visit Protocol Memorandum (February 1, 2010)**



# Santa Ana Unified School District

Facilities & Governmental Relations

Jane A. Russo, Superintendent

Date: February 1, 2010  
To: All School Sites  
From: Joe Dixon, Assistant Superintendent *Joe Dixon*  
Subject: School Site Safety and Site Visit Protocol

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All,

In order to ensure the safety and security of our students and staff, the Facilities and Construction Department adheres to a strict site visit protocol for all consultants. This protocol provides a simple, clear, and consistent means of communication between school staff, Facilities staff, and the consultants related to facilities, construction and/or portables classrooms.

#### Site Visit Protocol:

- 1) Consultant submits a "School Site Visit Request" form (attached) to Facilities staff at least 24-hours in advance.
- 2) Facilities staff verifies appropriateness of the site visit.
- 3) Facilities staff submits the "School Site Visit Request" form to the school via email.
- 4) The school administrator or designee confirms the site visit with Facilities staff. An alternate date or time may be requested if it conflicts with testing or other considerations.
- 5) Facilities staff logs and approves the consultant site visit.

No consultant shall visit a school site until they receive confirmation from Facilities staff. **All** consultants have been notified in advance of site visit protocol. Any unauthorized visits are prohibited.

**ALWAYS err on the side of caution, if there are unauthorized visitors on your school site, call School Police.**

#### Additional Safety Reminders:

- NO photos of students are allowed
- ALL visitors must check in at the front office

If you have additional questions please contact Tova Corman at 714/480-5365 or email [tova.corman@sausd.us](mailto:tova.corman@sausd.us).

Thank You,  
Facilities & Construction Staff

---

1601 East Chestnut Avenue, Santa Ana, CA 92701-6322, (714) 480-5356

## BOARD OF EDUCATION

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**AGENDA ITEM BACK UP SHEET**  
**March 12, 2013**

**Board Meeting**

**TITLE:**                   **Approval of Joint Use Agreement with City of Santa Ana for Roosevelt/Walker Elementary Schools Community Center**

**ITEM:**                   **Action**

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

**PREPARED BY:**   **Tova Corman, Senior Facilities Planner**

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of a Joint Use Agreement with the City of Santa Ana for Roosevelt/Walker Elementary Schools Community Center (map attached). The term of this agreement shall run for a 30-year period as required for receipt of the Proposition 84 grant.

**RATIONALE:**

The City of Santa Ana has been awarded \$5 million in funding under Proposition 84 to be used for the Roosevelt/Walker Elementary Schools Community Center to develop approximately five acres. Amenities to be included are:

- Community center
- Exterior lighting
- Sports track
- Parking lot
- Basketball courts
- Play equipment

Education Code Sections 10900 and 10950 authorize districts to cooperate with the City in promoting and preserving the health and general welfare of their constituents. This agreement has been approved by legal counsel.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Approve the Joint Use Agreement with the City of Santa Ana for Roosevelt/Walker Elementary Schools Community Center.

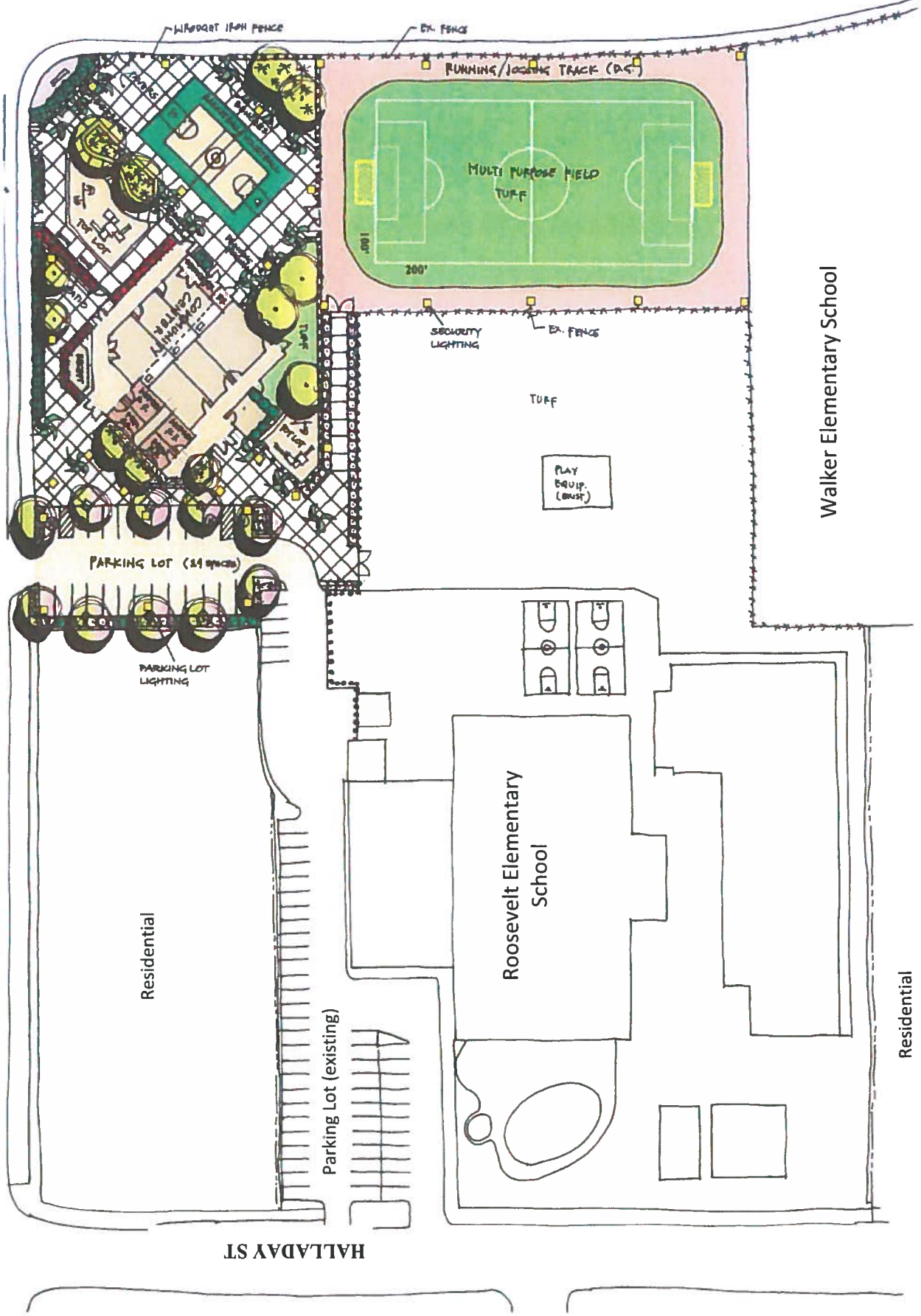


STANDARD AVE

CHESTNUT AVE

CHESTNUT AVE

HALLADAY ST



Walker Elementary School

Roosevelt Elementary School

Residential

**ROOSEVELT JOINT USE SITE CONCEPT PLAN**

**JOINT USE AGREEMENT BY AND BETWEEN  
SANTA ANA UNIFIED SCHOOL DISTRICT AND THE CITY OF SANTA ANA  
(ROOSEVELT-WALKER SCHOOL)**

**THIS JOINT USE AGREEMENT** ("Agreement") is dated as of \_\_\_\_\_, 2013, 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 (together, "Parties").

**RECITALS:**

- A. The District owns and operates both Roosevelt Elementary School, which is located at 501 S. Halladay Street, Santa Ana, California, and Walker Elementary School, which is located at 811 E. Bishop Street, Santa Ana, California.
- B. The Roosevelt and Walker Elementary School sites share the property located at the southwest corner of Standard Ave and Chestnut Street, which is suitable for a community center and park site.
- C. California Education Code §10900 et seq., authorizes District to organize, promote, and conduct programs for community recreation and to cooperate in providing community recreation programs and facilities.
- D. The City has received a grant through the Statewide Park Development and Community Revitalization Program of 2008, providing funding to construct improvements to the running track, install sports lighting at the basketball court, install a park site, construct a 10,000 square foot community center, install a parking lot for access to the park site and install fencing and landscaping around the park site.
- E. The City and District desire to undertake a coordinated use of the improved sports facilities and community center in order to allow maximum use by the schools, community residents and sports organizations.
- F. 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 Roosevelt and Walker Schools community.
- G. City and District desire to enter into this Agreement to provide for the joint use and maintenance of the community center, parking lot and sports and recreation facilities.

**NOW, THEREFORE**, for and in consideration of the mutual promises and agreements contained herein, the Parties hereto agree as follows:

- 1. **DEFINITIONS.** The following definitions shall apply to the terms as used in this Agreement:
  - A. "Joint Use Property" shall mean that certain real property and improvements thereon described in **Exhibit "A"** attached hereto.
  - B. "Joint Use Facilities" shall mean (1) the athletic field and track, and (2) one-half of the Community Center building as identified by the parties at final design of the building, all as identified in **Exhibit "B"** attached hereto.



- C. "Public Facilities" shall mean the one-half of the Community Center building as identified by the parties at final design of the building , basketball/volleyball court, tot lot, restroom and parking lot at the northeast corner of Roosevelt/Walker School site, as identified in **Exhibit "C"**, attached hereto. Said Public Facilities shall be open during the hours that City parks are open to the public.
- D. "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 Godinez High School at Centennial Park. The Technical Advisory Committee shall be responsible for resolving conflicts in scheduling of the Joint Use Facilities at Roosevelt/Walker Elementary Schools.
- E. "Regular School Hours" shall mean 6:00 am through 4:00 pm, Monday through Friday (excluding state and national holidays observed by the District) unless changed by agreement of the Parties.
- F. "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.
- G. "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.

2. **TERM AND COMMENCEMENT.** This Agreement shall commence on \_\_\_\_\_, 2013, and shall run for a term of thirty (30) years. Upon the written agreement of the Parties, the term may be extended for up to two additional ten 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.

- A. 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 thirty-days notice to the City and in compliance with the provisions herein ("District Use"). However, if City has already scheduled a program for the Joint Use Facilities, then District shall use its reasonable efforts to provide City with an acceptable alternate location on the Roosevelt-Walker School Site.
  - 1) District Use shall not include any priority use of the Public Facilities of the Community Center, but the District may request use of the Public Facilities 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 Public Facilities of the Community Center.
- B. City Use.
  - i. City shall have the right at its discretion to schedule activities in the Joint Use Facilities during City time.
  - ii. City shall have the exclusive right to schedule activities in the Public Facilities during Regular School Hours and City Time.

- iii. City shall have exclusive use of the Public Facilities during school hours. During non-school hours and weekends, City shall have access and use of all Public Facilities on the Roosevelt-Walker site.
  - iv. The City shall be responsible for and have the authority to schedule use of the Joint Use Facilities during City Time.
  - v. The City shall establish a system to provide for the coordination and scheduling of its use of the Joint Use Facilities during City Time, including a procedure for reserving the use of the Joint Use Facilities during City Time.
- C. Priority for Youth Sports. The City will utilize the athletic field and track portions of the Joint Use Facilities during City Time exclusively for youth sport organizations with priority given to youth sport organizations that have the greatest number of youth that live within a ½-mile radius of the Joint Use Property.
- D. District Priority. Priority will be given to a school or District use of the Joint Use Facilities during City Time. In the event that District desires to use the Joint Use Facilities outside of Regular School Hours, it agrees it will schedule use of the Joint Use Facilities through the City. If District's use preempts previously scheduled City or Youth Sports Organization, District shall use its reasonable efforts to provide City with a suitable relocation site for the preempted organization.
- E. City Programming. The City may conduct its own programs or do so through a third party, so long as done in the same manner and under the same conditions for programming in other City facilities and meets any applicable State or Federal anti-discrimination requirements or school-site safety standards such as prohibition of alcoholic beverages and tobacco, and all restrictions on admission fees or other charges per Education Code section 10900 et seq. Reservation fees collected by City for City Use of the Joint Use Facilities shall be retained by City. 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 Public Facilities of the Community Center.
- F. 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 scheduling of the Joint Use Facilities.
- G. Insurance. The City will ensure that each entity that receives from City a permit to utilize the Joint Use Facilities on City Time shall have general liability insurance coverage in the amount of at least \$1,000,000 per occurrence, and that the District and City are named as additional insureds on the applicable policies.
- H. Supervision of Joint Use Facilities.
- 1) District shall be responsible for appropriate supervision while using the Joint Use Facilities during Regular School Hours.
  - 2) The City shall be responsible for appropriate supervision while using the Joint Use Facilities during City Time.
- I. Maintenance. Normal maintenance of the Joint Use Facilities will be the responsibility of the District. District shall be responsible to maintain its portion of the interior of the Community Center building, outdoor lighting, painting, re-roofing, and acts of vandalism in the Community Center footprint.

The City shall be responsible to maintain its portion of the interior of the Community Center building, the Public Facilities, and the sports lighting at the Joint Use Facilities.

- J. Repairs. District shall be responsible for repair of the Joint Use Facilities. However, District shall submit any plans for significant repairs to the Technical Advisory Committee. The Technical Advisory Committee shall review the plans and determine whether and to what extent the City will share in the cost of the significant repairs to the Joint Use Facilities. As used in this section, "significant repairs" will include, at a minimum, any repair or replacement of a component of the Joint Use Facilities that will cost in excess of fifty percent (50%) of the reasonable estimated value of the component needing repair or replacement. For example, if the value of a tennis court is \$24,000 and the estimated repair cost is over \$12,000, that will be a significant repair subject to this subsection.

City shall be responsible for repair of the Public Facilities. However, City shall submit any plans for significant repairs to the Technical Advisory Committee. The Technical Advisory Committee shall review the plans and determine whether and to what extent the District will share in the cost of the significant repairs to the Public Facilities. As used in this section, "significant repairs" will include, at a minimum, any repair or replacement of a component of the Public Facilities that will cost in excess of fifty percent (50%) of the reasonable estimated value of the component needing repair or replacement. For example, if the value of a tennis court is \$24,000 and the estimated repair cost is over \$12,000, that will be a significant repair subject to this subsection.

Each party shall be responsible for damage occurring during its use of the Joint Use Property, Joint Use Facilities and/or Public Facilities.

- K. Utilities. City shall pay for all utility services furnished to the Public Facilities and sports and security lighting on the athletic field. District shall pay for all utility services furnished to the Joint Use Facilities except the sports and security lighting mentioned above.
- L. 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 Roosevelt and Walker Elementary Schools 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. However, the City represents and warrants that no tax increment revenue from its redevelopment areas will be provided.
- M. Materials and Equipment. District shall furnish all materials and equipment in District's sole discretion necessary for the Joint Use portion of the Community Center. City shall furnish materials and equipment, in City's discretion necessary for the Public Use portion of the Community Center.

#### 4. INDEMNIFICATION.

A. District shall defend, indemnify and save and hold harmless City, its officers, officials, employees, and agents from and against any and all liability, loss, damage, expenses, costs (including without limitation costs and fees of litigation of any nature) arising out of or in connection with District's performance of this Agreement or District's failure to comply with any of District's obligations contained in the Agreement caused by District, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of City. In the event City is named as codefendant, District shall notify City of such fact and shall represent City in such legal action unless City undertakes to represent itself as codefendant in such legal action, in which case City shall bear its own litigation costs, expenses and attorney's fees.

B. City shall defend, indemnify and save and hold harmless District, its officers, officials, employees, and agents from and against any and all liability, loss, damage, expenses, costs (including without limitation costs and fees of litigation of any nature) arising out of or in connection with City's performance of this Agreement or City's failure to comply with any of City's obligations contained in the Agreement caused by City, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of District. In the event District is named as codefendant, City shall notify District of such fact and shall represent District in such legal action unless District undertakes to represent itself as codefendant in such legal action, in which event District shall bear its own litigation costs, expenses and attorney's fees.

5. **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.

6. **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:

If to CITY:

City of Santa Ana  
20 Civic Center Plaza  
P.O. Box 1988  
Santa Ana, CA 92702  
Attn: Clerk of the Council

and

City of Santa Ana  
Parks, Recreation and Community Services  
26 Civic Center Plaza  
P.O. Box 1988  
Santa Ana, CA 92702  
Attn: Gerardo Mouet

If to DISTRICT:

Santa Ana Unified School District  
1601 E. Chestnut  
Santa Ana, CA 92701  
Attn: Joe Dixon

7. **ENTIRE AGREEMENT.** This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the subject matter of this Agreement, and contains all of the covenants and agreements between the parties with respect to this matter. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made with regard to this matter by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise regarding this matter not contained in this Agreement shall be valid or binding. Any modification or amendment of this Agreement will be effective only if it is in writing and signed by both parties to this Agreement.

8. **APPLICABLE LAW.** This Agreement has been made and entered into in the State of California and the laws of said State shall govern the validity and interpretation hereof and the parties' performance hereunder.

9. **SEVERABILITY.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, void or unenforceable under the applicable law, such provision will be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision, or the remaining provisions of this Agreement.

10. **REMEDIES FOR BREACH.** Any material default in the performance of any terms or conditions of this Agreement, by either party, shall constitute a breach of this Agreement. The non-defaulting party shall provide thirty (30) day written notification to cure each and every breach identified in the notification. In the event that the defaulting party fails to cure its default within such period of time, 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 conditions or any other term or condition of this Agreement.

11. **BINDING EFFECT AND NONASSIGNABILITY.** This Agreement and all the terms, covenants, conditions, and agreements herein contained shall be binding upon and inure to the benefit of the Parties and their respective successors. This Agreement shall not be assignable by either Party.

IN WITNESS WHEREOF, this Agreement has been duly approved by both District and City.

The "District"  
Santa Ana Unified School District,  
a political subdivision of the State of California

The "City"  
City of Santa Ana  
A Charter City

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

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

By: \_\_\_\_\_  
Joe Dixon  
Assistant Superintendent  
Facilities & Governmental Relations

By: \_\_\_\_\_  
Kevin O'Rourke  
Interim City Manager

Attest:

By: \_\_\_\_\_  
Thelma Melendez de Santa Ana  
Superintendent

By: \_\_\_\_\_  
Maria D. Huizar  
Clerk of the Council

Approved as to Form:

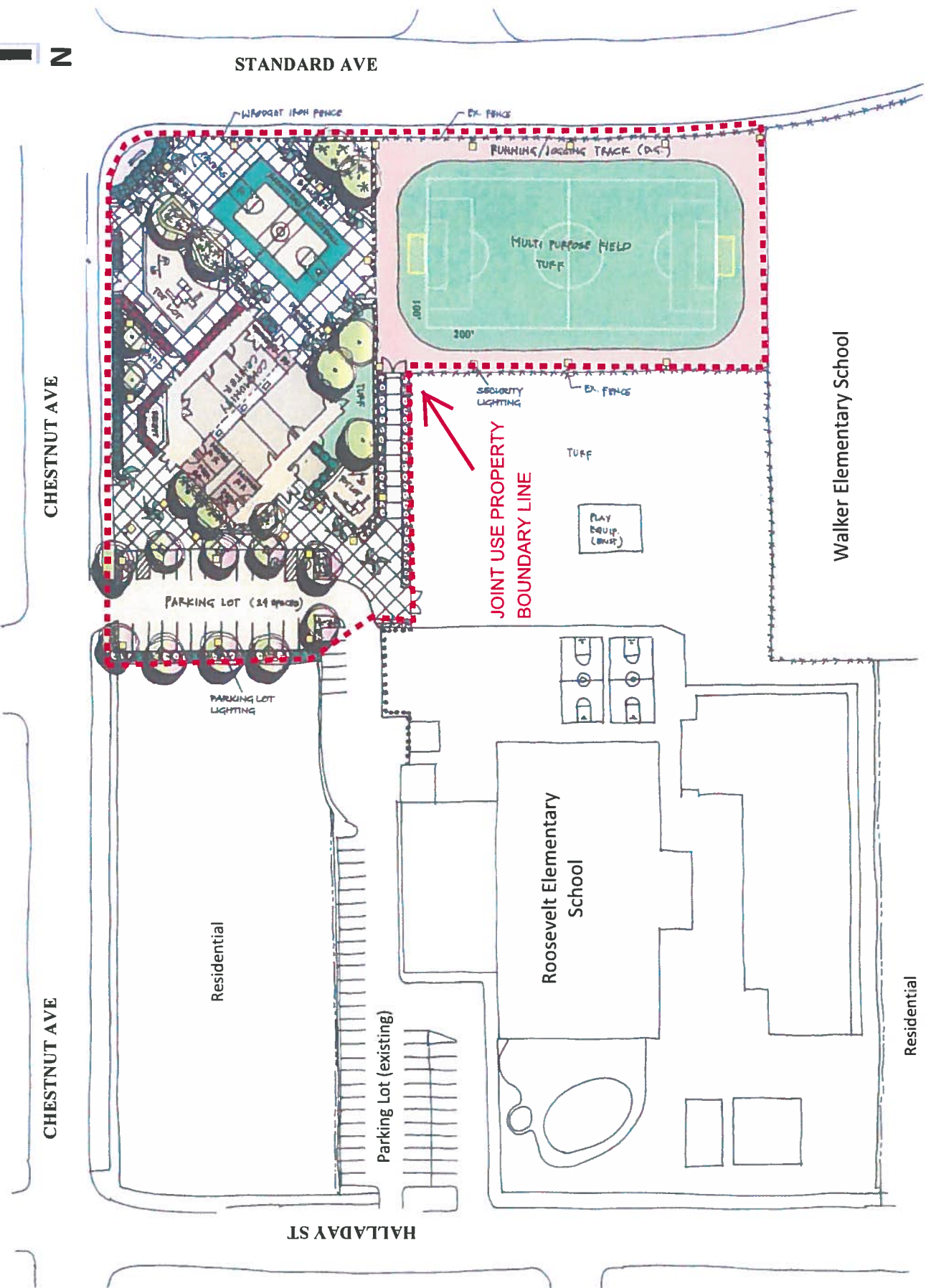
Approved as to Form:  
Sonia R. Carvalho, City Attorney

By: \_\_\_\_\_  
Philip J. Henderson  
Attorney, Orbach Huff & Suarez

By: \_\_\_\_\_  
Laura Sheedy  
Assistant City Attorney

Exhibit "A"

JOINT USE PROPERTY



# ROOSEVELT JOINT USE SITE CONCEPT PLAN

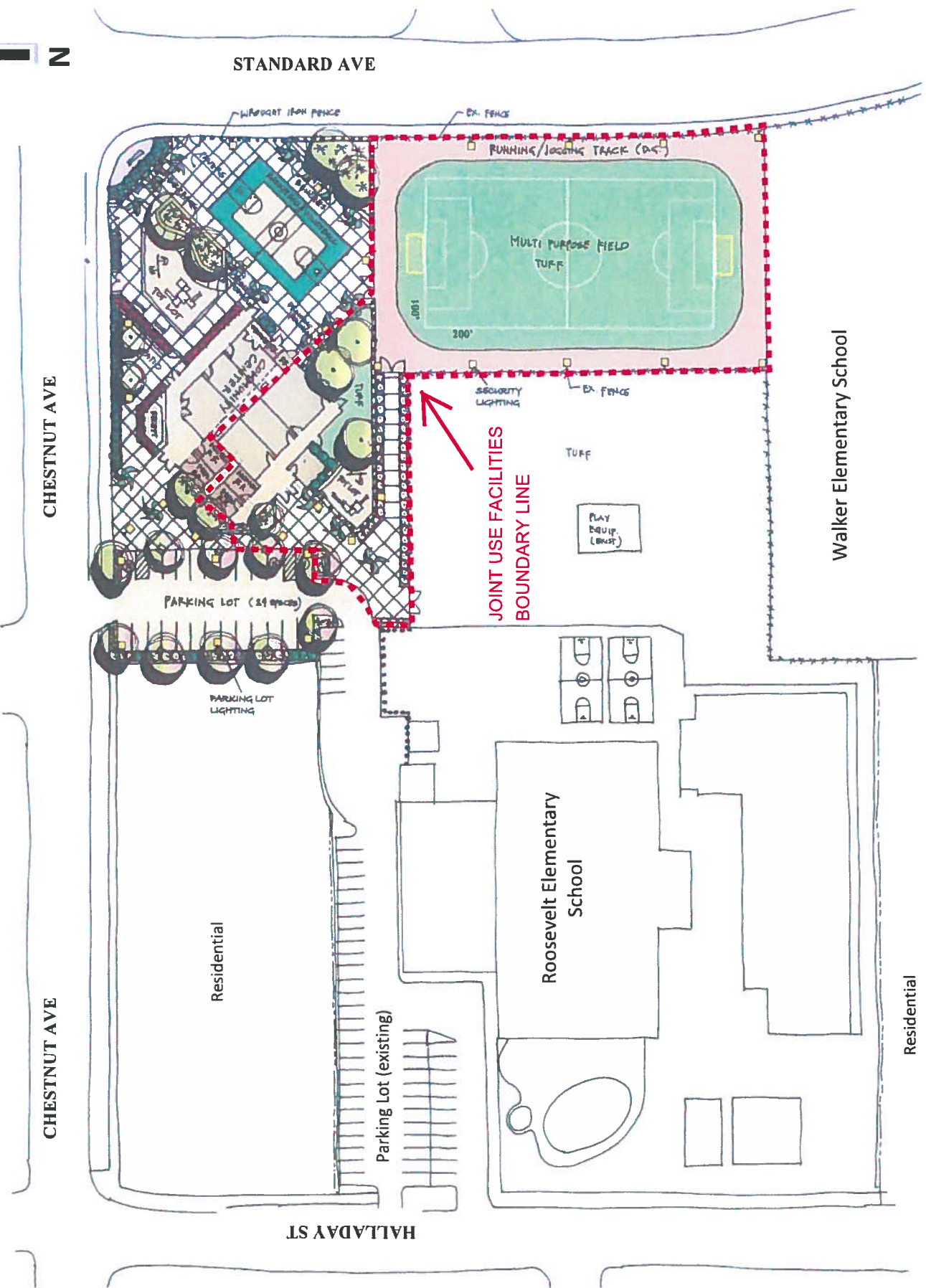
JOINT USE PROPERTY

EXHIBIT "A"

Exhibit "B"

JOINT USE FACILITIES





# ROOSEVELT JOINT USE SITE CONCEPT PLAN

JOINT USE FACILITIES

EXHIBIT "B"

Exhibit "C"

PUBLIC FACILITIES

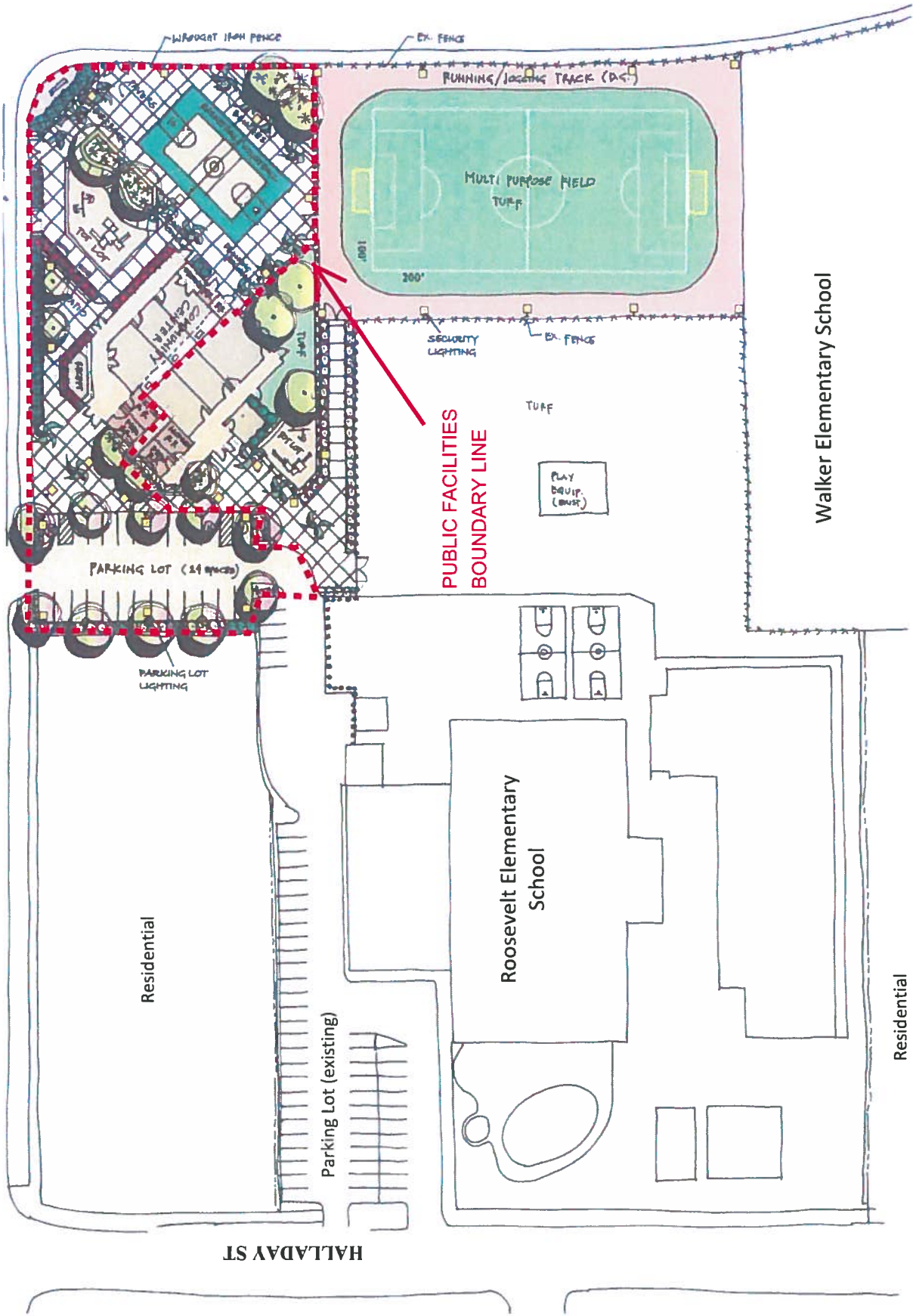


STANDARD AVE

CHESTNUT AVE

CHESTNUT AVE

HALLADAY ST



**PUBLIC FACILITIES  
BOUNDARY LINE**

# ROOSEVELT JOINT USE SITE CONCEPT PLAN

PUBLIC FACILITIES

EXHIBIT "C"

March 12, 2013



# Roosevelt/Walker Joint Use

Thelma Meléndez de Santa Ana, Ph.D., Superintendent  
Facilities and Governmental Relations Department  
Joe Dixon, Assistant Superintendent  
Tova K. Corman, Senior Facilities Planner

Getting to the Core



Superior Standards

Community

Successful Students

# Roosevelt/Walker Joint Use



- City of Santa Ana
  - \$5M - Proposition 84
- Develop 5 acres at Roosevelt/Walker
- Scope: Community center, pre-school classrooms, track, lighting, parking lot, basketball courts, and play equipment

Getting to the Core



Superior Standards

Community

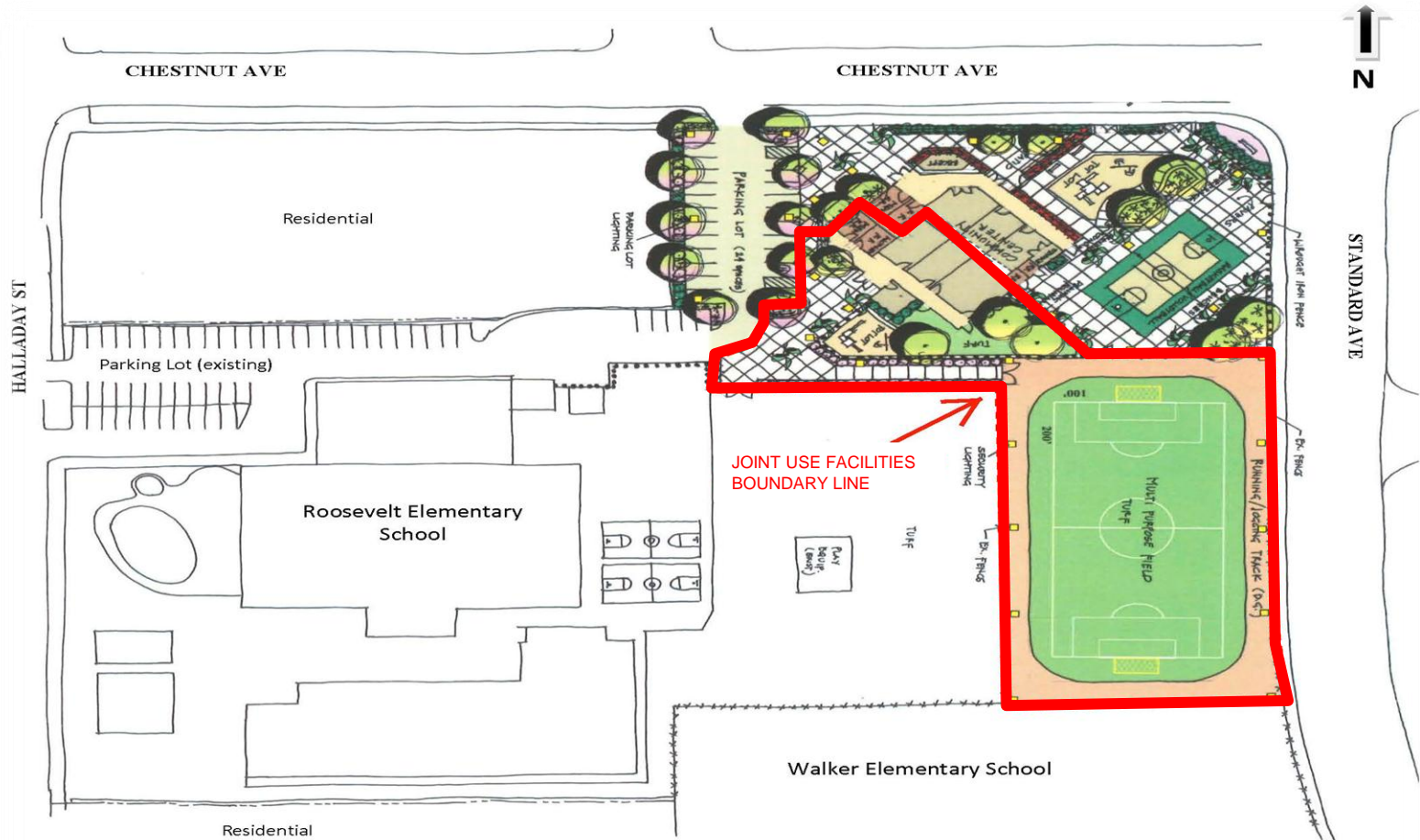
Successful Students



# Joint Use Facilities



Getting to the Core



**ROOSEVELT JOINT USE SITE CONCEPT PLAN**

JOINT USE FACILITIES

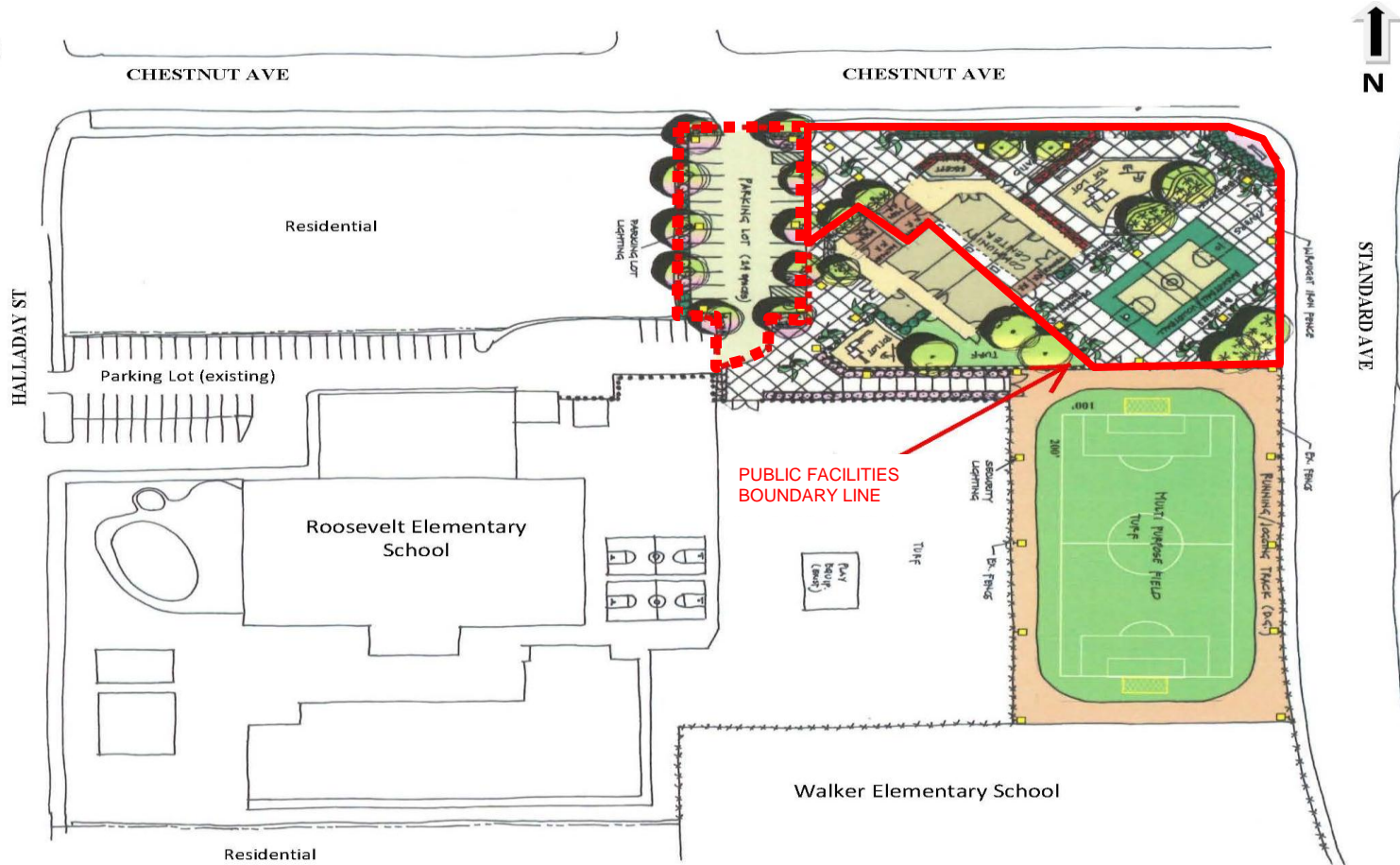
EXHIBIT "B"

Superior Standards

Community

Successful Students

# Public Facilities



**ROOSEVELT JOINT USE SITE CONCEPT PLAN**

PUBLIC FACILITIES

EXHIBIT "C"

Getting to the Core



Superior Standards

Community

Successful Students



# Roosevelt/Walker Joint Use



Items	Joint Use Facilities	Public Facilities	Notes
Use	<b>District</b> – 6:00 am through 4:00 pm Monday through Friday (“District Time”). <b>City</b> – 4:00 pm to 10:00 pm, Monday through Friday and 8:00 am through 10:00 pm, Saturday, Sunday and holidays (“City Time”).	<b>City</b> - Exclusive Use for City programming	
Programming/Scheduling	<b>City</b> – City Time	<b>City</b>	
Priority Scheduling	<b>District</b>	<b>City</b>	Youth sport organizations that have the greatest number of youth that live within a ½-mile radius of the Joint Use Property.
Access	<b>District</b> – TBD <b>City</b> – TBD	<b>City</b> –TBD	A separate point of access or agreed upon control system will be provided for the City’s use of the Public Facilities of the Community Center.
Utilities	<b>District</b> – Excluding the sports and security lighting. <b>City</b> – Sports and security lighting.	<b>City</b>	
Insurance	<b>District</b> – District Time <b>City</b> – City Time	<b>City</b>	General liability insurance: \$1,000,000 per occurrence.
Supervision	<b>District</b> – District Time <b>City</b> – City Time	<b>City</b>	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).
Repair	<b>District</b>	<b>City</b>	
Normal Maintenance	<b>District</b>	<b>District</b>	
Damage	<b>District and City</b> – Each party shall be responsible for damage occurring during its use of the Joint Use Property, Joint Use Facilities and/or Public Facilities.		
Materials and Equipment	<b>District</b>	<b>City</b>	
Liability and Indemnification	<b>District</b> – District Time <b>City</b> – City Time	<b>City</b>	

Getting to the Core

Superior Standards

Community

Successful Students

# Reimbursement Agreement



- SAUSD will control design, bidding, inspection, and performance.
- City will reimburse the District within 30 days of invoice.
- City will utilize Proposition 84 funding for the project.
- All plans will be built per the District and City approved plans, specifications, and construction contract as designed by the District approved and contracted architect.
- The City shall pay for the cost to design, permit, and construct the CC for the not to exceed amount of \$4,930,000. 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.

Getting to the Core



Superior Standards

Community

Successful Students

**AGENDA ITEM BACK UP SHEET**  
**March 12, 2013**

**Board Meeting**

**TITLE:**                   **Approval of Agreement for Reimbursement of Design and Construction Costs for Roosevelt/Walker Elementary Schools Community Center and Site Improvements with City of Santa Ana**

**ITEM:**                   **Action**

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

**PREPARED BY:**   **Tova Corman, Senior Facilities Planner**

---

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of Agreement for Reimbursement of design and construction costs for Roosevelt/Walker Elementary Schools Community Center and site improvements with the City of Santa Ana.

**RATIONALE:**

The City of Santa Ana has been awarded \$5 million in funding under Proposition 84 to be used at Roosevelt/Walker Elementary Schools Community Center. The proposed project includes the following amenities:

- Community center
- Exterior lighting
- Sports track
- Parking lot
- Basketball courts
- Play equipment

Since this project is located on District property, it is important that the District oversee all elements of the design and construction. Therefore, the District will execute all design, bidding, inspection, and closeout, and the City will reimburse the District as costs are realized. This agreement has been approved by legal counsel.

The proposed agreement is attached.

**FUNDING:**

City of Santa Ana/Prop. 84 Grant: \$4,930,000

**RECOMMENDATION:**

Approve the Agreement for Reimbursement of design and construction costs for Roosevelt/Walker Elementary Schools Community Center and site improvements with the City of Santa Ana.

**AGREEMENT BETWEEN  
THE CITY OF SANTA ANA AND  
SANTA ANA UNIFIED SCHOOL DISTRICT REGARDING  
REIMBURSEMENT OF CONSTRUCTION COSTS  
FOR ROOSEVELT-WALKER ELEMENTARY SCHOOL  
INCORPORATING PROP. 84 GRANT REQUIREMENTS**

This Agreement Between the City of Santa Ana and Santa Ana Unified School District (“Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 2013, 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 improvements at its Roosevelt-Walker Elementary School site (the “Project”).
- B. The Project includes improvement of the multi-purpose sports and recreation facilities (“Facilities”), which are depicted in **Exhibit A**:
  - 1. A decomposed granite running track,
  - 2. Basketball court Sports field lighting,
  - 3. Install a park site with tot lot, basketball/volleyball court and play area,
  - 4. Fencing and landscaping around the park site,
  - 5. Install a parking lot for access to the park site, and
  - 6. Construct a 10,000 sq. ft. community center,

The Parties intend to use the Facilities for joint use to benefit the community and District students.

- C. The City agrees to reimburse the District for costs associated with the design and construction of the Facilities, which will be constructed as part of the Project.
- D. The City, as a recipient of Proposition 84- Statewide Park Development and Community Revitalization Program Grant Funds under the Safe Drinking Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (“Prop. 84”) funds, desires to enter into this Agreement with the District for the expenditure of Prop. 84 funds in accordance with State Department of Parks and Recreation rules and regulations, to pay for certain construction costs for the Facilities. The enforceability of this Agreement is contingent upon the City’s receipt of sufficient Prop. 84 funds to pay for the design and construction of the Facilities.
- 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 separate agreement for joint use of the Facilities between the City and the District, that the Parties will approve separate from this Agreement (“Joint Use Agreement”). Upon completion of the Facilities, the District shall permit the City to access the Facilities for public use and recreation purposes pursuant to applicable law and to the Joint Use Agreement.

NOW, THEREFORE, the Parties agree as follows:

**AGREEMENT**

**1. Design and Construction of Facilities.**

- a. As part of the Project, the District shall cause the Facilities to be designed and built, subject to the City’s

approval, which shall not be unreasonably withheld. The District or its agents or representatives shall meet and confer with the City prior to finalizing construction work on the Facilities, and at reasonable intervals during the development process.

- b. The District shall not be obligated to incur any expenses or be obligated by a third party contract to start the design or construction of the Facilities until the City gives the District notice that it has received from the State a certain sum of Prop. 84 funds that will be available for construction of the Facilities, and that the District has reasonably determined are sufficient funds available to complete construction of the Facilities. City shall provide the District with notice of each Prop. 84 disbursement received for use on the Facilities.
- c. The City acknowledges that the District is undertaking design and construction of the Project. The Facilities shall be constructed substantially to conform with the Scope of Development attached hereto as **Exhibit A**, and incorporated herein by reference, unless modified by written agreement between the Parties.

**2. Payment for Design and Construction of the Facilities.**

- a. District shall be responsible for contract administration, including labor compliance administration as required by Prop 84 Grant funding. District shall monthly submit invoices to the City evidencing construction work completed in the previous month. Said invoice shall include District Contractor's invoice and backup documentation evidencing labor compliance. At its award of the Project construction contract, District shall provide to City a timeline and budget schedule for completion of the Project. District shall maintain and update these schedules.
- b. The City shall reimburse the District for preconstruction costs, which shall include design costs, and construction costs for the Facilities in a total not to exceed amount of **Four Million Nine Hundred Thirty Thousand Dollars (\$4,930,000.00)**. The City shall pay invoices submitted by the District within thirty (30) days following receipt of invoice as set forth above, subject to receipt of Prop 84 funds from the State. City shall retain Seventy Thousand Dollars (\$70,000.00) for costs associated with contract administration and CEQA compliance required by the grant.
- c. The City's reimbursement of preconstruction costs, including design, shall not exceed twenty-five percent (25%) of total Project costs, as set forth in Section 2.b, above.
- d. Any costs exceeding \$4,930,000.00 shall be the sole responsibility of the District.
- e. 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, attempt to interpret this Agreement contrary to the language herein.

**3. Record Drawings/Plans for Facilities.** District will provide City a set of record drawings of the Facilities and copies of all contractor-supplied use manuals and warranty information, as applicable.

**4. Term/Termination.**

- a. This Agreement shall begin on the date first stated above and terminate ninety days after District files a Notice of Completion regarding the Facilities. Except as indicated herein, neither Party may terminate this Agreement.
- b. 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.
- c. 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 incurred by the City arising from District's breach(es). If a breach is not curable in ten (10) days, the District will provide the City notice thereof and so long as the District diligently works to cure the breach, the District will not be liable to the City thereon and the City may not terminate this Agreement based on that breach.

- d. The remedies in this paragraph are in addition to any other 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 City shall be responsible for ensuring compliance with the California Environmental Quality Act and any other applicable environmental laws with regard to the Project inclusive of the Facilities.

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. 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 Project.

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, on the basis of sex, race, creed, color, ancestry, national

origin, religion, sexual orientation, disability, medical condition or marital status, 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 Project.

11. **Terms Required Based on Proposition 84 Funding.** The following terms are made a part of this Agreement, as required by the Parties participation in and use of funds from the Prop. 84 grant program.

**A. Project Administration.**

1. District shall comply with all applicable laws and regulations affecting acquisition and development projects, including but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including by not limited to the Americans With Disabilities Act of 1990 (42 U.S.C.§12101 et. seq.) and the California Unruh Act (California Civil Code §51 et. seq.)
2. The California Department of Parks and Recreation (hereinafter “DPR”) and/or City shall have the right to inspect all property or facilities developed or constructed with Prop. 84 grant funding. District shall make said property available for inspection upon 24-hour notice from DPR or City.
3. District agrees that final payment may not be made until the work required to complete the Facilities, as described in City’s Grant Application, is complete.

**B. Project Termination.** Because the benefit to be derived by the City from the full compliance by the District with the terms of this Agreement, is the preservation, protection and net increase in the quantity and quality of parks, public recreation facilities, opportunities and/or historical resources available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent, the amount of money furnished through Prop. 84 grant monies under the provisions of this Agreement, the District agrees that payment by the District to the State and/or City of an amount equal to the amount of the Grant Monies disbursed under this Agreement by the City would be inadequate compensation for any breach by the District of this Agreement. The District further agrees therefore, that in addition to compensatory damages, the appropriate remedy in the event of a breach of this Agreement by the District shall be the specific performance of this Agreement, unless otherwise agreed to by the City or unless prohibited by applicable law.

**C. Budget Contingency Termination or Revision Clause.** If Prop. 84 funding for the Facilities is reduced or deleted by the State of California, the City shall immediately provide notice to the District and shall have the option to either terminate this Agreement or provide an alternative funding source. The Joint Use Agreement shall be revised accordingly to reflect the changed amount of funding and a corresponding changed amount of use, subject to the reasonable determination of the Parties. The District shall not be liable to reimburse the City for City-provided and/or Prop. 84 funds that have been expended prior to the notice of termination.

**D. Financial Records.**

1. The District shall maintain satisfactory financial accounts, documents and records for the project and make them available to the DPR and/or City for auditing at reasonable times. The District also agrees to retain such financial accounts, documents and records for five years following project termination or final payment, whichever is later.
2. The District shall keep such records as the DPR and/or City shall prescribe, including records which fully disclose (a) the disposition of the proceeds of Prop. 84 funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.



3. The District agrees that the DPR and/or City shall have the right (at its sole cost) to inspect and make copies of any books, records or reports pertaining to this Agreement or matters related thereto during regular office hours. The District shall maintain and make available for inspection by the DPR and/or City accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement. Such accounts, documents, and records shall be retained by the District for five (5) years following final payment.
  4. The District shall use a generally accepted accounting system that clearly records costs incurred on the Facilities and accurately reflects fiscal transactions with necessary controls and safeguards. District shall submit written project status reports within 30 calendar days after the DPR, or City has made such a request. District shall provide the City a report showing total final Project expenditures within sixty (60) days of Project completion.
- E. Audit.** To the extent the District uses California Prop. 84 funds for the Project, the District is subject to audit by the DPR and/or City. Upon request of DPR or City, District shall provide all Project records, including the source documents and cancelled warrants, books, papers, accounts, time sheets, or other records requested by DPR. Additionally, District shall provide an employee having knowledge of the Project and its records to assist DPR's auditor.
- F. Prevailing Wage.** District shall require that its contractor(s) for construction of the Facilities pay prevailing wage. Additionally, if required by applicable law, the District or the California Department of Industrial Relations shall implement a Labor Compliance Program as described in California Labor Code §1771.5. The district shall hire a Labor Compliance Officer or shall utilize the Department of Industrial Relations' Compliance Monitoring Unit for the project to ensure all workers are paid the prevailing wage per his/her classification. The Parties intend that the costs of the Labor Compliance Officer are reimbursable construction expenses.

**G. Insurance/Bonding.**

1. With respect to performance of work under this Agreement, District shall require that Contractor maintain and shall require its subcontractors, if any, to maintain insurance as described below:
  - a. Workers' compensation insurance with statutory limits, and employer's liability insurance with limits of not less than \$1,000,000 per accident.
  - b. Commercial general liability insurance, which shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of Consultant's operations in the performance of the contract, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of \$1,000,000 per occurrence, \$2,000,000 in the aggregate. Such insurance shall (a) name the District and the City, their officers, employees, agents, volunteers and representatives as additional insured(s); (b) be primary and not contributory with respect to insurance or self-insurance programs maintained by the District and/or the City; and (c) contain standard separation of insureds provisions.

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.

**H. Access to Records.** During District office hours and with reasonable notice, City and the DPR and/or their representatives shall have access for purposes of monitoring, auditing, and examining District's activities and performance, to books, documents and papers, and the right to examine records of District's subcontractors, bookkeepers and accountants, employees and participants in regard to said program. City and the DPR 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.

**I. Use of Facilities.**

1. District acknowledges that the City has applied for and received grant funds through California Prop. 84, and that the Facilities which will be developed with such Prop. 84 funds shall have operating hours consistent with the times proposed in the City Grant Application, and be open to members of the public, unless otherwise granted permission by the California Department of Parks and Recreation ("DPR").
2. District agrees that any Facilities developed with Prop. 84 funds shall be used only for the purposes of the grant and consistent with the Grant Scope referenced in the City's Grant Application unless prior written approval is given by the State.
3. District agrees to use the Facilities developed under this Agreement only for the purposes of the grant and, for the next thirty (30) years, no other use, sale, or other disposition shall be permitted except as authorized by a specific act of the California Legislature in which event the property shall be replaced by the District with property of equivalent value and usefulness as determined by DPR.
4. The Facilities may be transferred to another eligible entity only if the successor entity assumes the obligations imposed under this Agreement and with written approval of the DPR.
5. Any real property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the State of California, acting through the DPR, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make DPR a guarantor or a surety for any debt or mitigation, nor does it waive DPR's rights to enforce performance under the Grant Contract.

**12. Attorneys' Fees.** In the event of a dispute(s) between the Parties related to this Agreement, each Party shall pay its own attorneys fees and related expenses incurred and shall not have a right to recover any of those fees from the other Party.

**13. 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.

**14. 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 Facilities. The District's contracting with others shall not alter the District obligations pursuant to this Agreement.

**15. Successors and Assigns.** This Agreement shall bind the successors and assigns of the Parties hereto.

16. **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.
17. **Modifications.** The terms and conditions of this Agreement may be modified or changed only by written mutual consent of the Parties.
18. **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.

<p>Santa Ana Unified School District  1601 East Chestnut Avenue  Santa Ana, California 92701  Attn: Assistant Superintendent,  Facilities &amp; Governmental Relations</p>	<p>City of Santa Ana  20 Civic Center Plaza, M-75  P.O. Box 1988  Santa Ana, CA 92702  Attn: Executive Director - PRCS</p>
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19. **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.
20. **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.
21. **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.
22. **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.
23. **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.
24. **Captions.** The headings used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
25. **Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral.
26. **Time of the Essence.** Time is of the essence in the performance of each Party's respective obligations under this Agreement.
27. **Parties to Bear Their Own Costs.** Except as specifically set forth in this Agreement, the Parties shall each bear their own costs, including, without limitation, attorneys' and consultants' fees, incurred in connection with any negotiations, strategic planning, analysis and due diligence relating to this Agreement.
28. **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.

ACCEPTED AND AGREED on the date indicated below:

**City of Santa Ana**

Dated: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: City Manager

**Attest:**

By: \_\_\_\_\_

Print Name: Maria D. Huizar

Print Title: Clerk of the Council

**Approved as to Form**

Sonia R. Carvalho, City Attorney

By: \_\_\_\_\_

Print Name: Laura Sheedy

Print Title: 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: Thelma Melendez de Santa Ana

Print Title: Superintendent

**Approved as to Form**

Dated: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

Print Name: Philip J. Henderson

Print Title: Attorney, Orbach Huff & Suarez

**Exhibit "A"**

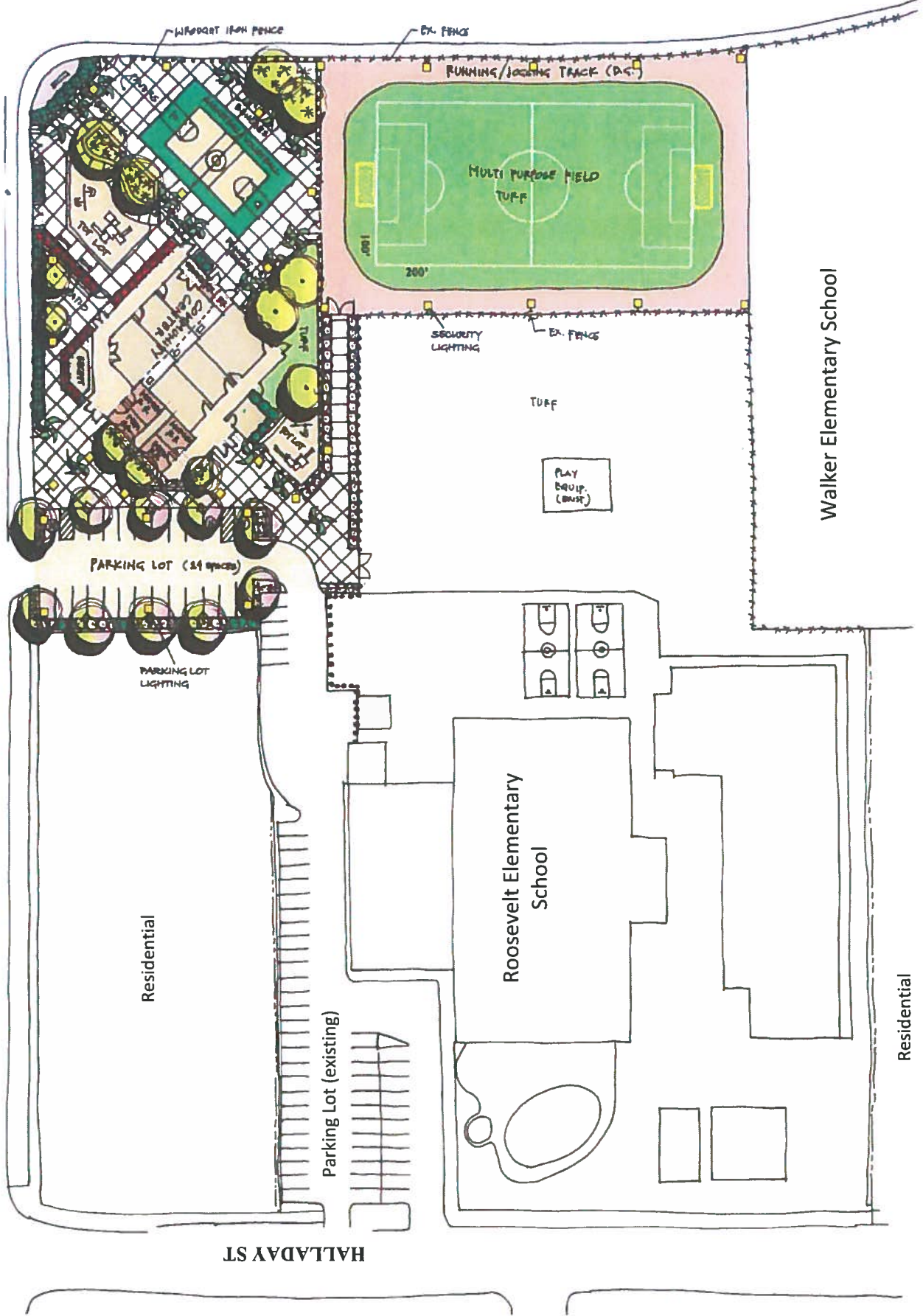


STANDARD AVE

CHESTNUT AVE

CHESTNUT AVE

HALLADAY ST



# ROOSEVELT JOINT USE SITE CONCEPT PLAN

## AGENDA ITEM BACKUP SHEET

March 12, 2013

### Board Meeting

**TITLE:** Authorization to Award Contract for Bid Package No. 11 Administration Storefront and Glazing at Greenville Fundamental 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. 11 Administration Storefront and Glazing at Greenville Fundamental Elementary School under the Modernization Program.

#### RATIONALE:

At its November 8, 2011 meeting, the Board authorized staff to obtain bids for Greenville Fundamental Elementary School Modernization project. Legal advertisements of notice calling for bids were placed with the *Orange County Register* on February 15 and 22, 2013. Staff contacted 13 contractors, of which four picked up plans. On March 1, 2013, bid day, the District received two bids. The architect and staff are in agreement that Perfection Glass, Inc., represents the lowest responsive bidder. This bid amount is within budget. The following is a list of all bids received:

Contractors:	Bid Amounts:
Perfection Glass, Inc.	\$55,120
Queen City Glass Co.	\$58,903

#### FUNDING:

State School Facility Program/Measure G: \$55,120

**RECOMMENDATION:**

Authorize staff to award a contract to Perfection Glass, Inc., for Bid Package No. 11 Administration Storefront and Glazing at Greenville Fundamental Elementary School in the amount of \$55,120 under the Modernization Program.

  
JD:rb



## AGENDA ITEM BACKUP SHEET

March 12, 2013

### Board Meeting

**TITLE:** Authorization to Award Contract for Bid Package No. 18 Sports Field Lighting at Willard Intermediate 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. 18 Sports Field Lighting at Willard Intermediate School under the Modernization Program.

#### RATIONALE:

At its November 8, 2011 meeting, the Board authorized staff to obtain bids for Willard Intermediate School Modernization project. Legal advertisements of notice calling for bids were placed with the *Orange County Register* on February 8 and 15, 2013. Staff contacted 13 contractors, of which 12 picked up plans. On March 1, 2013, bid day, the District received eight bids from prequalified contractors. The architect and staff are in agreement that Ace Electric, Inc., represents the lowest responsive bidder. This bid amount is within budget. The following is a list of all bids received:

Contractors:	Bid Amounts:
<b>Ace Electric, Inc.</b>	<b>\$190,000</b>
Brewster Electric, Inc.	\$201,200
M. Wilson Co. Contractors, Inc.	\$216,000
F.E.C. Electric, Inc.	\$217,000
Gilbert & Stearns, Inc.	\$219,000
Mel Smith Electric, Inc.	\$244,000
Kincaid Enterprises, Inc. dba American Electric Company	\$253,700
MDE Group Inc.	\$393,000

#### FUNDING:

City of Santa Ana Proposition 84 Grant: \$190,000

**RECOMMENDATION:**

Authorize staff to award a contract to Ace Electric, Inc., for Bid Package No. 18 Sports Field Lighting at Willard Intermediate School in the amount of \$190,000 under the Modernization Program.



JD:rb

**AGENDA ITEM BACKUP SHEET**  
**March 12, 2013**

**Board Meeting**

**TITLE:** Approval of Submission of Specific Waiver (Grades 1-3) Class Size Penalty Waiver Request for 2012-13 and 2013-14 School Years to State Board of Education

**ITEM:** Action

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

**PREPARED BY:** Tony Wold, Ed.D., Executive Director, Business Operations  
Mavis Mitchell, Coordinator, Charter Schools

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the submission of a Specific Waiver (Grades 1-3) of Class Size Penalties request to the State Board of Education (SBE) for the 2012-13 and 2013-14 school years.

**RATIONALE:**

The administration seeks Board approval to submit a Request for a Specific Waiver for Grades 1-3 in order to continue to develop and maintain effective educational programs that improve instruction in the required program offerings in all core subjects, including reading and mathematics. Without the waiver of the class size penalty provisions of Education Code Sections 41376 and 41378, the District's ability to provide the required program offerings in all core subjects, including reading and mathematics, will be compromised by the fiscal penalties incurred.

In compliance with Education Code Sections 41376 and 41378, the overall average class size for grades 1-3 is 30, and no class can be larger than 32. However, the California Department of Education (CDE) recommendation for grades 1-3 maximum class size overall average is 33, with no class size larger than 35.

The District's current average class size for grades 1-3 is 29.30, with no class larger than 33.

Average Individual Class Sizes

Grade 1: 29.28

Grade 2: 29.52

Grade 3: 29.22

Overall Grades 1-3 Average Class Size: 29.34

The estimated cost to the District, if the waiver is not submitted and approved for the 2012-13 school year, is: \$ 484,105.00.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Approve the submission of a Specific Waiver (Grades 1-3) Class Size Penalty request for the 2012-13 and 2013-14 school years to the State Board of Education.



CH:TW:MM:nr

**AGENDA ITEM BACKUP SHEET**  
**March 12, 2013**

**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:mr

**CERTIFICATED PERSONNEL CALENDAR**

Personnel Calendar  
Board Meeting - March 12, 2013

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>RETIREMENTS</b>					
Granda, Nery	Teacher	Kennedy	June 14, 2013		Retirement - 23 years
Nehrbass, Marilyn	Program Specialist	Special Education	June 30, 2013		Retirement - 31 years
Rogers, Bruce	Teacher	Spurgeon	June 14, 2013		Retirement - 30 years
Victoria-Lind, Myma	Teacher	Heninger	June 14, 2013		Retirement - 23 years
<b>RESIGNATIONS</b>					
Ayala, Armando	Assistant Principal	Segerstrom	June 28, 2013		Returning to school - 2 years
Cascella, Caitlin	Teacher	Valley	June 14, 2013		Personal - 2 years
Laine, Catherine	Teacher	Human Resource	February 28, 2013		Moving - 14 years
Sanchez, Caren	Teacher	Valley	June 14, 2013		Personal - 2 years
Soltis, Stephen	Teacher	Villa	June 14, 2013		Personal - 1 year
<b>NEW HIRES/RE-HIRES</b>					
Burns, Christy	Teacher	Willard	February 13, 2013		New Hire - Temporary 44909
Cho, David	Speech and Language Pathologist	Speech Department	March 1, 2013		New Hire - Temporary 44909

Chad Hammitt, Assistant Superintendent, Personnel Services

**CERTIFICATED PERSONNEL CALENDAR**

Personnel Calendar

Board Meeting - March 12, 2013

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>NEW HIRES/RE-HIRES (Continued)</b>					
Do, Mike	Teacher	Godinez	February 12, 2013		New Hire - Temporary 44909 (60% contract)
Gonzalez, Beatriz	Teacher	Madison	February 4, 2013		Rehire - Probationary II
Sierra, Hugo	Teacher	Lathrop	February 6, 2013		New Hire - Temporary 44909
<b>CHANGE IN CONTRACT LENGTH</b>					
Larsh, Nadine	Teacher	Century	January 28, 2013		From 80% to 100% contract
<b>FAMILY CARE AND MEDICAL LEAVE ABSENCE (3 to 20 duty days) - Paid with Benefits</b>					
Barajas, Sonia	Teacher	Walker	February 5, 2013	March 1, 2013	Statutory
Higgins, Devon	Teacher	Madison	February 12, 2013	March 5, 2013	Statutory
Silva, Matthew	Teacher	Godinez	February 4, 2013	February 28, 2013	Statutory
Silva, Sarah	Teacher	Santiago	February 4, 2013	February 8, 2013	Statutory
<b>FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Paid with Benefits</b>					
Adams, Myra	Teacher	Remington	January 14, 2013	April 17, 2013	Statutory
Barajas, Sonia	Teacher	Walker	March 2, 2013	May 8, 2013	Statutory
Huf, Judy	Teacher	Diamond	January 14, 2013	April 17, 2013	Statutory
Kommel, Patricia	Teacher	Lincoln	January 14, 2013	March 30, 2013	Statutory

Chad Hammitt, Assistant Superintendent, Personnel Services

**CERTIFICATED PERSONNEL CALENDAR**

Personnel Calendar

Board Meeting - March 12, 2013

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Paid with Benefits (Continued)</b>					
Mc Cartin, Casey	Teacher	Jefferson	February 26, 2013	April 28, 2013	Statutory
Medrano, Kristin	Teacher	Carr	February 12, 2013	April 30, 2013	Statutory
O'Brien, Shawna	Teacher	Staff Development	February 19, 2013	May 3, 2013	Statutory
Rich, Katherine	Teacher	Staff Development	January 14, 2013	February 25, 2013	Statutory
Sherman, Colleen	Teacher	Roosevelt	March 1, 2013	April 26, 2013	Statutory
Silva, Matthew	Teacher	Godinez	March 1, 2013	May 7, 2013	Statutory
Tamara-Rios, Betty	Principal	Monroe	January 14, 2013	February 22, 2013	Statutory
Tieu, Ngoc	Teacher	Saddleback	April 8, 2013	May 17, 2013	Statutory
<b>FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Without Pay and with Benefits</b>					
Avila, Christina	Counselor	Century	February 8, 2013	March 13, 2013	Statutory
<b>EXTENSION OF FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Paid with Benefits</b>					
Avila, Christina	Counselor	Century	February 7, 2013	February 7, 2013	Statutory
Paulsen, Julia	Teacher	Mitchell	February 20, 2013	March 12, 2013	Statutory
Rich, Katherine	Teacher	Staff Development	February 26, 2013	March 1, 2013	Statutory
Tamara-Rios, Betty	Principal	Monroe	February 25, 2013	March 1, 2013	Statutory
<b>EXTENSION OF FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Paid with Benefits (Continued)</b>					
Phan, Vivien	Psychologist	Psychological Services	February 9, 2013	March 8, 2013	Statutory
Rosillo, Fiorella	Teacher	Esqueda	February 21, 2013	March 15, 2013	Statutory

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



**CERTIFICATED PERSONNEL CALENDAR**

Personnel Calendar

Board Meeting - March 12, 2013

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>CORRECTION OF FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Paid with Benefits</b>					
Avila, Christina	Counselor	Century	November 27, 2012	February 6, 2013	Statutory
<b>CHANGE IN DATE FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Paid with Benefits</b>					
			From March 1, 2013 to February 25, 2013	April 15, 2013	Statutory
Aguila, Dawn	Teacher	Staff Development			
<b>CALIFORNIA FAMILY RIGHTS ACT (CFRA) (21 duty days or more) - Without Pay and with Benefits</b>					
Avila, Christina	Counselor	Century	February 8, 2013	March 13, 2013	Statutory
<b>CALIFORNIA FAMILY RIGHTS ACT (CFRA) (21 duty days or more) - Without Pay and Without Benefits</b>					
Avila, Christina	Counselor	Century	March 14, 2013	May 13, 2013	Statutory
<b>LEAVE (21 duty days or more) - Without Pay and Without Benefits</b>					
Avila, Christina	Counselor	Century	May 14, 2013	June 28, 2013	Child Care
<b>EXTENDED WORK YEAR 2012-13</b>					
		English Learner Programs and Student Achievement			
Gonzalez, Cesar	Curriculum Specialist		January 7, 2013	January 11, 2013	5 Additional Days

Chad Hammitt, Assistant Superintendent, Personnel Services

**CERTIFICATED PERSONNEL CALENDAR**

Personnel Calendar  
Board Meeting - March 12, 2013

<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>					
		English Learner Programs and Student Achievement			
Salafia-Bellomo, Jamie	Curriculum Specialist		January 7, 2013	January 11, 2013	5 Additional Days
<b>EXTRA DUTY 2012-13</b>					
Heslip, Veronica	Psychologist	Psychological Services	January 8, 2013	January 10, 2013	Regular Hourly Rate
West, Jeffrey	Teacher	Century	January 28, 2013	June 13, 2013	Extra Period
<b>SPRING SPORTS 2012-13</b>					
Bookataub, Sullivan	Assistant Coach	Godinez	2012-13		Baseball (Boys)
Brito, Lucio	Assistant Coach	Godinez	2012-13		Track
C'De Baca, Cooper	Assistant Coach	Godinez	2012-13		Track
Cortez, Heriberto	Head Coach	Godinez	2012-13		Tennis (Boys)
Fedele, Stephen	Assistant Coach	Godinez	2012-13		Baseball (Boys)
Koeler, James	Head Coach	Godinez	2012-13		Volleyball
Mac Lennan, Luke	Head Coach	Godinez	2012-13		Baseball (Boys)
Morris, Jessica	Assistant Coach	Godinez	2012-13		Swimming
Parga, Regina	Assistant Coach	Godinez	2012-13		Tennis (Boys)
Pinto, Franklin	Assistant Coach	Godinez	2012-13		Baseball (Boys)
Pola, Kevin	Assistant Coach	Godinez	2012-13		Softball (Girls)
Sloan, Erin	Assistant Coach	Godinez	2012-13		Swimming
Tena, Daniel	Head Coach	Godinez	2012-13		Swimming

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

**Personnel Calendar**  
**Board Meeting - March 12, 2013**  
**CERTIFICATED PERSONNEL CALENDAR**

<b>NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>END DATE</b>	<b>COMMENTS</b>
<b>SPRING SPORTS 2012-13 (Continued)</b>					
Killion, Darryl	Head Coach	Santa Ana	2012-13		Tennis (Boys)
Lillie, Brian	Assistant Coach	Santa Ana	2012-13		Volleyball (Boys)
Mc Cook, Robert	Assistant Coach	Santa Ana	2012-13		Volleyball (Boys)
Mitchell, Glenn	Head Coach	Santa Ana	2012-13		Softball (Girls)
Nguyen, Michael	Assistant Coach	Santa Ana	2012-13		Tennis (Boys)
Ramirez, Robert	Assistant Coach	Santa Ana	2012-13		Tennis (Boys)
	Assistant Coach/ Head Coach	Santa Ana	2012-13		Track, Football
Swanstrom, Carl	Assistant Coach/ Assistant Coach	Santa Ana	2012-13		Softball (Girls), Football
Tayco, Lance	Assistant Coach	Santa Ana	2012-13		
Albert, Martin	Assistant Coach	Segerstrom	2012-13		Football
Alonzo, Yvonne	Head Coach	Segerstrom	2012-13		Softball (Girls)
Brigman, Keith	Assistant Coach	Segerstrom	2012-13		Softball (Girls)
Canzone, Nick	Assistant Coach	Segerstrom	2012-13		Football
Cohen, Jason	Head Coach	Segerstrom	2012-13		Volleyball (Boys)
Kimmons, Herbert III	Assistant Coach	Segerstrom	2012-13		Tennis (Boys)
Koeler, David	Head Coach	Segerstrom	2012-13		Tennis (Boys)
Maceranka, Michael	Head Coach	Segerstrom	2012-13		Football
Salway, Andrew	Assistant Coach	Segerstrom	2012-13		Swimming
Stevenson, Neil	Assistant Coach	Segerstrom	2012-13		Track
Steward, Eddie	Assistant Coach	Segerstrom	2012-13		Track
	Assistant Coach/ Assistant Coach	Segerstrom	2012-13		Baseball (Boys), Football
Tagaloa, Joseph	Assistant Coach	Segerstrom	2012-13		Track
Vu, Lan	Assistant Coach	Segerstrom	2012-13		Track
Wolfe, Michael	Assistant Coach	Segerstrom	2012-13		Track

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

**CERTIFICATED PERSONNEL CALENDAR**

Personnel Calendar

Board Meeting - March 12, 2013

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>GRADE LEVEL LEADERS 2012-13</b>					
Andre, Michele		Madison	2012-13		
Figuroa, Leonardo		Madison	2012-13		
Heneghan, Daniel		Madison	2012-13		
Higgins, Devon		Madison	2012-13		
Keiner, Martha		Madison	2012-13		
McDermott, Juanita		Madison	2012-13		
Mehl, Silvia		Madison	2012-13		
Yee, Lindsay		Madison	2012-13		
<b>DEPARTMENT CHAIRS 2012-13</b>					
Booker, Howard		Lorin Grisct	2012-13		Social Science
Carney, Jann		Mendez	2012-13		Special Education
<b>ELEMENTARY STUDENT GOVERNMENT/COUNSEL ADVISOR</b>					
Pesanti, Jamie		Monte Vista	2012-13		
<b>ROP TEACHERS 2012-13</b>					
Gordon, Roger					
Mitchell, Herman					
<b>SUBSTITUTES 2012-13</b>					
Abascal, Miguel Jr.					

Chad Hammitt, Assistant Superintendent, Personnel Services



**CERTIFICATED PERSONNEL CALENDAR**

Personnel Calendar

Board Meeting - March 12, 2013

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>SUBSTITUTES 2012-13 (Continued)</b>					
Ruiz, Angela					
Sawczuk, Debby					
Smith, Kathy G.					
Weber, Christina					
Winchester, Laura					
Price, Bryan					
<b>RETIRED SUBSTITUTES</b>					
Yeckl, Elizabeth					
<b>ADMINISTRATIVE SUBSTITUTES</b>					
Bratcher, Roger L.	Administrative Substitute	Various Sites	March 4, 2013	June 30, 2013	As-Needed-Basis
Bruno, Raquel	Administrative Substitute	Various Sites	March 4, 2013	June 30, 2013	As-Needed-Basis
Maher, Marilyn	Administrative Substitute	Various Sites	March 4, 2013	June 30, 2013	As-Needed-Basis

**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>
2012-13 After School Grades 6-8 Intramural Sports - Girls Soccer and Boys Basketball (Season V) - Certificated (Ratification)	Special Projects	ASES - After School Program	\$25,000	March 4, 2013
After School Tutoring	Harvey	EIA-LEP	\$9,950	March 13, 2013
After School Tutoring (Correction previously approved September 25, 2012)	Spurgeon	General Funds	From \$3,000 to \$5,000	March 13, 2013
AP Exam Administration (Ratification)	Godinez	General Funds	\$1,500	January 23, 2013
CAHSEE Tutors	Segerstrom	CAHSEE	\$32,154	March 13, 2013
Extended Learning Opportunities - Spring	Saddleback	SIG	\$88,000	March 13, 2013
Guided Study Program (Correction previously approved August 28, 2012)	Segerstrom	EIA - SCE	From \$12,500 to \$20,000	August 29, 2012
IEP Script Training Video Committee (Ratification)	Special Education	Special Education	\$3,000	August 1, 2012
K-5th Tutoring	Monroe	EIA-SCE	\$7,000	March 13, 2013
Laser Science Kit Training (Ratification)	Educational Services	Science @ OC - LASER	\$342	January 20, 2013
Long- Term Intervention Substitute (Ratification)	Secondary Division			
Network for a Healthy California	Villa	EIA-LEP	\$36,150	January 29, 2013
Professional Development - Nutrition Education Pre K-12 (Ratification)	Special Projects	Network for a Healthy California	\$14,518	March 4, 2013
Peer Coaches for Special Education (Ratification)	BTSA Induction Program - Human Resources			
Pentathlon Coaches (Ratification)	McFadden	Title II	\$9,000	August 25, 2012
Physical Education Grant (PEP) Extra Duty - Certificated (Ratification)	Special Projects	General Funds PEP Grant - Commit to be fit	\$6,600 \$3,500	January 14, 2013 February 13, 2013

**Board Meeting  
March 12, 2013**





**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - March 12, 2013**

<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>						
Hernandez, Tomas	Custodian	Century	April 8, 2013			23 years
Mobley, Kathy	Instr. Asst. DHH	Taft	March 29, 2013			22 years
<b>RESIGNATIONS</b>						
Gomez, Rocio	Site Clerk	McFadden	March 8, 2013			Personal - 3 years
Maldonado, Rosanne	SSP Sp. Ed.	Carver	February 8, 2013			Personal - 3 years
McMillan, Lisa	Headstart Teacher	Child Dev.	March 8, 2013			3 years, 3 months
Molina, Laura	SSP Sp. Ed.	Saddleback	March 5, 2013			Personal - 2 years, 4 months
Oceguera, Rodolfo	Instr. Asst. Sp. Ed.	Jackson	February 15, 2013			Personal 6 years, 5 months
Paradise, Marian	Site Clerk	Esqueda	February 15, 2013			Personal - 1 year, 5 months
Sanchez, Rodrigo	Fd. Svc. Wkr.	Villa	February 1, 2013			Personal - 2 years
Sanudo, Katya	Instr. Asst. Sev. Dis.	Mitchell	February 8, 2013			Personal - 11 years
<b>ABSENCES (3 to 20 duty days) - Without Pay</b>						
Castro, Veronica	Sch. Off. Asst. Elem.	Sepulveda	February 26, 2013	March 15, 2013		Personal

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - March 12, 2013**

<b>NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>END DATE</b>	<b>SALARY</b>	<b>COMMENTS</b>
<b>ABSENCES (3 to 20 duty days) - Without Pay (Continuation)</b>						
Fisser, Natalie	SSP Sp. Ed.	Taft	January 28, 2013	February 22, 2013		Personal
Valencia-Lopez, Karina	Fd. Svc. Wkr.	Valley	February 19, 2013	March 18, 2013		Personal
<b>CFRA (California Family Right Act) - Paid</b>						
Velez, Victoria	Headstart Teacher	Child Dev.	March 22, 2013	April 21, 2013		Statutory Leave
<b>FAMILY CARE &amp; MEDICAL LEAVES (3 to 20 duty days) - Paid</b>						
<b>Carpio de Torres, Irene</b>						
	Preschool Teacher	ECE	February 12, 2013	February 26, 2013		Statutory Leave
Funes, Jorge	Custodian	Bldg. Svcs.	January 28, 2013	February 26, 2013		Statutory Leave
Labouchere, Valeria	Community Worker	ECE	January 29, 2013	February 6, 2013		Statutory Leave
	Risk Management	Benefits				
Magallanes, Carol	Benefits Specialist	Dept.	February 4, 2013	February 8, 2013		Statutory Leave
Rodriguez, Ana	Fd. Svc. Spvr.	Valley	February 14, 2013	March 8, 2013		Statutory Leave
<b>FAMILY CARE &amp; MEDICAL LEAVE (3 to 20 duty days) - Without Pay</b>						
Ponce, Patricia	Payroll Clerk	Payroll Dept.	February 11, 2013	March 1, 2013		Statutory Leave
<b>FAMILY CARE &amp; MEDICAL LEAVES (21 duty days or more) - Paid</b>						
Dawson, Karen	Admin. Secretary	ITC	November 27, 2012	January 25, 2013		Statutory Leave

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - March 12, 2013**

<b>NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>END DATE</b>	<b>SALARY</b>	<b>COMMENTS</b>
<b>FAMILY CARE &amp; MEDICAL LEAVES (21 duty days or more) - Paid (Continuation)</b>						
Paredones, Monica	Personnel Technician	Benefits Dept.	November 21, 2012	June 30, 2013		Statutory Leave Intermittent Basis
Velasco, Jose	Rv. Ld. Custodian	Bldg. Svcs.	January 7, 2013	February 22, 2013		Statutory Leave
<b>LEAVE (21 duty days or more) - Without Pay</b>						
Solares, Yvonne	Instr. Asst. Sev. Dis.	Mitchell	March 1, 2013	May 27, 2013		Personal
Zarate, Rosa	Instr. Asst. Sev. Dis.	Adult Transition	March 4, 2013	May 17, 2013		Personal
<b>PROBATIONARY APPOINTMENTS</b>						
Alonso, Yazmina	SSP Sp. Ed.	Davis	January 29, 2013		19/1	
Andrade, Juana	Instr. Asst. Sev. Dis.	Mitchell	February 27, 2013		20/1	
Garza, Irene	Job Coach	Muir Transition Program	February 12, 2013		20/1	
Payan, Marlene	Nurse	PSS	February 4, 2013		24/1	
Roldan, Catherine	Site Clerk	Muir	February 19, 2013		24/1	
Sanchez, Jamie	Nutrition Manager	Food Svcs.	February 25, 2013		Level 27/4	
Serrano, Daniel	Fiscal Asst. I	Headstart	February 19, 2013		26/1	
Velasquez, Carlos	Warehouse Spvr.	Food Svcs.	February 12, 2013		40/1	
Yamaguchi, Yumi	Library Media Tech.	Remington	March 4, 2013		25/1	

**CLASSIFIED PERSONNEL CALENDAR**

Personnel Calendar

Board Meeting - March 12, 2013

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>PROMOTIONAL APPOINTMENTS</b>						
Chavez, Robert	Help Desk Analyst	ITC	February 26, 2013		48/4	
Escobedo, Lorena	Sr. Fd. Svc. Wkr.	Food Svcs.	February 25, 2013		13/6	
Garcia, Vanessa	Sr. Fd. Svc. Wkr.	Food Svcs.	February 25, 2013		13/3	
Rivera, Jose	Instr. Asst. Sev. Dis.	Godinez	February 7, 2013		20/6 + Bil.	
Torres, Arlet	Instr. Asst. Visual Impaired	Special Ed.	February 27, 2013		17/6	
<b>REASSIGNMENTS</b>						
Cristobal, Leticia	Instr. Asst. Sev. Dis.	McFadden	February 1, 2013		24/6 + Bil.	
Delgado, Juan	DSO	Sierra Preparatory Academy	January 22, 2013		31/6	
Ginez, Vanessa	SSP Sp. Ed.	Mendez	February 4, 2013		19/3	
Gonzales, Freddie	DSO	MacArthur	January 22, 2013		31/6 + Bil.	
Kirsch, Jeffrey	Custodian	Saddleback	February 20, 2013		23/6 + Bil.	
Lozano, Noel	Custodian	Valley	February 20, 2013		23/6 + Diff.	
Maldonado, Melissa	Personnel Technician	Food Svcs.	February 19, 2013		32/4	
Salgado, Dennis	Custodian	Saddleback	February 20, 2013		23/6	
<b>REASSIGNMENT (Voluntary Demotion)</b>						
Diederich, Douglas	Groundskeeper	Bldg. Svcs.	February 25, 2013		24/6	

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - March 12, 2013**

<b>NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>END DATE</b>	<b>SALARY</b>	<b>COMMENTS</b>
<b>ADJUSTMENT OF WORKING ASSIGNMENTS</b>						
Avalos, Matilda	Sch. Off. Asst. Sec.	Valley	February 15, 2013		24/3	From 10.5 months, 5.75 hours to 11 months, 8 hours
<b>TEMPORARY APPOINTMENTS - Out of Class Compensation</b>						
Andrade, Santiago	Plant Custodian Inter.	Bldg. Svcs.	February 28, 2013	March 11, 2013	32/3	
Barrett, Shawn	Plant Custodian Inter.	Bldg. Svcs.	February 19, 2013	February 21, 2013	32/1	
Chamber, Dermont	School Police Officer	School Police	January 1, 2013	June 30, 2013	40/6 + Graveyard	
Chavez, Manuel	Police Lieutenant	School Police	April 1, 2013	June 30, 2013	Level 23 Step 5 + Bil.	
Chesmore, Brian	School Police Officer	School Police	January 1, 2013	June 30, 2013	40/6 + Graveyard	
Darby, Jason	School Police Officer	School Police	January 1, 2013	June 30, 2013	40/3 + Graveyard	
Dominguez Ramirez, Cynthia	Sch. Off. Mgr. Elem.	Heroes	January 22, 2013	January 28, 2013	28/2	

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - March 12, 2013**

<b>NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>END DATE</b>	<b>SALARY</b>	<b>COMMENTS</b>
Hernandez, Alvaro	Plant Custodian Elem.	Heninger	February 19, 2013	February 22, 2013	28/5	
<b>TEMPORARY APPOINTMENTS - Out of Class Compensation (Continuation)</b>						
Johnson, Jeff	Alarm Monitor/Dispatcher	School Police	January 1, 2013	June 30, 2013	22/6 + Graveyard	
Lopez, Rick	School Police Officer	School Police	January 1, 2013	June 30, 2013	40/6 + Graveyard	
Lopezrevoredo, Mariajose	Registrar HS	Saddleback	February 8, 2013	February 22, 2013	26/3	
Martinez, Martha	Fd. Svc. Prod. Spvr.	Food Svcs.	February 27, 2013	June 13, 2013	31/1 40/4 +	
Nguyen, Nhonkiet	School Police Officer	School Police	January 1, 2013	June 30, 2013	Graveyard	
Renteria, Maria	Sr. Fd. Svc. Wkr.	Food Svcs.	February 22, 2013	June 13, 2013	13/6	
Sixtos, Dulce	Sch. Off. Asst. Elem.	Sepulveda	February 1, 2013	March 17, 2013	24/2	
Solorio, Mary	Alarm Monitor/Dispatcher	School Police	January 1, 2013	June 30, 2013	22/6 + Graveyard	
Valdez, Cynthia	Interpreter Hearing Impaired	Taft	February 13, 2013	March 27, 2013	32/2 + Bil.	
Villena, Maria	Interpreter/Translator Sp. Ed.	Special Ed.	February 1, 2013	April 30, 2013	32/4	
Yates, Rick	School Police/Sergeant	School Police	January 1, 2013	June 30, 2013	46/5 + Graveyard	
<b>EXTRA DUTY</b>						

**CLASSIFIED PERSONNEL CALENDAR**

Personnel Calendar  
Board Meeting - March 12, 2013

<b>NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>END DATE</b>	<b>SALARY</b>	<b>COMMENTS</b>
Núñez, Alejandro	Instr. Asst. Sev. Dis.	Adult Transition	January 14, 2013	June 30, 2013		
<b>ACTIVITY SUPERVISORS</b>						
Alvarado, Josefa	Activity Spvr.	Valley	February 28, 2013			
Anaya, Angela	Activity Spvr.	Hoover	February 20, 2013			
Ayala, Adelaide	Activity Spvr.	Hoover	February 20, 2013			
Bermudez, Maria	Activity Spvr.	Edison	February 13, 2013			
Correa, Gloria	Activity Spvr.	Hoover	February 20, 2013			
Guillen, Eduardo	Activity Spvr.	Century	February 12, 2013			
Meza, Marisol	Activity Spvr.	Edison	February 7, 2013			
Miramontes, Blanca	Activity Spvr.	Santiago	February 21, 2013			
Rodriguez, Laura	Activity Spvr.	Jackson	February 20, 2013			
<b>HOURLY APPOINTMENTS</b>						
Schutt, Sara	Instr. Provider	Lathrop	February 19, 2013			
Whaley, Grace	Instr. Provider	McFadden	February 7, 2013			
<b>SUBSTITUTES</b>						
Duran, Christopher	Preschool Teacher		February 8, 2013		\$105	
Estrada, Alejandra	Instructional Asst.		February 13, 2013		19/1	
Hernandez Diaz, Martha	Preschool Teacher		February 7, 2013		\$105	
Lara, Alejandra	Instructional Asst.		February 21, 2013		19/1	

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - March 12, 2013**

<b>NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>END DATE</b>	<b>SALARY</b>	<b>COMMENTS</b>
Maldonado, Rosanne	Instructional Asst.		February 20, 2013		19/1	
Manlapaz, Alvin	Maintenance		February 8, 2013		23/1	
Maya, Patricia	Headstart Teacher		February 1, 2013		\$105	
<b>SUBSTITUTES (Continuation)</b>						
Miller, Emily	Instructional Asst.		February 22, 2013		19/1	
Reveles, Erika	Instructional Asst.		February 20, 2013		19/1	
Ruvalcaba, Juan	Fd. Svc. Wkr.		February 22, 2013		11/1	
Sanchez, Raul	Operations		February 8, 2013		23/1	
Sanchez, Rodrigo	Maintenance		February 6, 2013		23/1	
Thong, Mariah	Instructional Asst.		February 21, 2013		19/1	
<b>EXTRA SERVICE ASSIGNMENT</b>						
Lueras, Johnny	Basketball - Girls'	Segerstrom				





**AGENDA ITEM BACKUP SHEET**  
**March 12, 2013**

**Board Meeting**

**TITLE:**                   **Approval of 2013 Representatives to Delegate Assembly for California School Boards Association Region 15**

**ITEM:**                   **Action**

**SUBMITTED BY:**   **Thelma Melendez de Santa Ana, Ph.D., Superintendent**

**PREPARED BY:**    **Thelma Melendez de Santa Ana, Ph.D., Superintendent**

**BACKGROUND INFORMATION:**

The purpose of this agenda item is for Board members to appoint nine representatives to the California School Board Association (CSBA) 2013 Delegate Assembly for Region 15.

**RATIONALE:**

There are nine (9) vacancies at this time in Region 15. The Board as a whole may vote for up to the number of vacancies in the region or subregion as indicated on the ballot. The ballot also contains a provision for write-in candidates. Names and Districts must be clearly printed in the space provided. Election results will be available no later than Friday, March 15, 2013. If there is a tie vote, a run-off election will be held. Terms are for two years beginning April 1, 2013 through March 31, 2015. Ballots must be postmarked by the U.S. Post Office on or before March 15, 2013. Résumés were sent home for your review previously.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Approve representatives (list up to nine names) \_\_\_\_\_ to the Delegate Assembly for California School Boards Association (CSBA) Region 15.

This complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office No later than **FRIDAY, MARCH 15, 2013**. Only ONE Ballot per Board. Be sure to mark your vote "X" in the box. *A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.*

OFFICIAL 2013 DELEGATE ASSEMBLY BALLOT  
 REGION 15  
 (Orange County)

Number of vacancies: 9 (Vote for no more than 9 candidates)

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*Delegates will serve two-year terms beginning April 1, 2013 – March 31, 2015*

*\*denotes incumbent*

- |  |  |
|--|--|
| <input type="checkbox"/> Bonnie Castrey (Huntington Beach Union HSD)*  | <input type="checkbox"/> Jose F. Moreno (Anaheim City ESD)*          |
| <input type="checkbox"/> Judith Edwards (Fountain Valley ESD)*         | <input type="checkbox"/> Elizabeth Dorn Parker (Orange COE)          |
| <input type="checkbox"/> Karin M. Freeman (Placentia-Yorba Linda USD)* | <input type="checkbox"/> Robert A. Singer (Fullerton Jt. Union HSD)* |
| <input type="checkbox"/> Celia Jaffe (Huntington Beach City ESD)*      | <input type="checkbox"/> Suzie R. Swartz (Saddleback Valley USD)*    |
|  | <input type="checkbox"/> Lynn Thornley (Fullerton SD)                |

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*Provision for Write-in Candidate Name*

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*School District*

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*Provision for Write-in Candidate Name*

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*School District*

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*Signature of Superintendent or Board Clerk*

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*Title*

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*School District/COE Name*

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*Date of Board Action*

*See reverse side for a current list of all Delegates in your Region.*

**AGENDA ITEM BACKUP SHEET**  
**March 12, 2013**

**Board Meeting**

**TITLE:** Board Policy 3100 (a) – Business and Noninstructional Operations, Budget (Revised: For Adoption)

**ITEM:** Action

**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 to seek Board adoption of the revised Board Policy (BP) 3100 (a) – Business and Noninstructional Operations, Budget.

**RATIONALE:**

At its February 26, 2013 Special Board Study Session, members of the Board of Education had the opportunity to discuss, clarify and propose a recommendation to change the BP language.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Presented for adoption.

TM:rr

**SANTA ANA UNIFIED SCHOOL DISTRICT**

**BP 3100 (a)**

Business and Noninstructional Operations

Budget

The Governing Board accepts responsibility for adopting a sound budget that is aligned with the District's vision, goals and priorities. The District budget shall guide administrative decisions and actions throughout the year and serve as a tool for monitoring the fiscal health of the District. (cf. 0000 Vision) (cf. 3000 Concepts and Roles) (cf. 3300 Expenditures/Expending Authority) (cf. 3460 - Financial Reports and Accountability) (cf. 9000 - Role of the Board)

The Superintendent or designee shall establish an annual budget development process and calendar in accordance with the dual budget adoption process described in Education Code 42127.

The Board encourages public input in the budget development process and shall hold public hearings and meetings in accordance with law.

The Superintendent or designee ~~shall~~ **may** appoint a budget advisory committee, composed of members of the community and staff, to provide recommendations to the Board during the budget development process. The budget advisory committee shall be under the direction of the Superintendent or designee and their duties shall be clearly defined and communicated to all members. (cf. 1220 - Citizen Advisory Committees) (cf. 3020 - Fiscal Policy Team)

In reviewing the proposed budget, the Board shall consider District goals and priorities; the past, current and future fiscal obligations of the District, stability of funding sources, enrollment trends, legal requirements and constraints, anticipated increases and/or decreases in the cost of services and supplies, use of one-time resources, categorical program requirements, and any other factors necessary to ensure that the budget is a realistic plan for District revenues and expenditures.

The Board shall establish and maintain a general fund reserve for economic uncertainty that meets or exceeds the requirements of 5 CCR 15443.

Whenever revenues and expenditures change significantly throughout the year, the Superintendent or designee shall recommend budget amendments to ensure accurate projections of the District's net ending balance. Budget amendments may be submitted for Board approval when final figures for the previous year budget are available, collective bargaining agreements are made, expenditures or reserves must be decreased due to a decline in District income, increased revenues or unanticipated savings are made available to the District, program proposals are significantly different from those approved during budget adoption, and/or other significant changes occur that impact budget projections. (cf. 3110 - Transfer of Funds)

(Legal Reference next page)

Legal Reference:

EDUCATION CODE

33127	Development of standards and criteria for local budgets and expenditures
33128	Standards and criteria
33129	Standards and criteria; use by local agencies
35035	Powers and duties of superintendent
35161	Powers and duties, generally, of governing boards
42103	Public hearing on proposed budget; requirements for content of proposed budget; publication of notice of hearing
42103.3	Public budget information; CDE sampling and suggested improvements
42120-42129	Budget requirements
42132	Resolutions identifying estimated appropriations limit
42602	Use of unbudgeted funds
42610	Appropriation of excess funds and limitation thereon
45253	Annual budget of personnel commission
45254	First year budget of personnel commission

GOVERNMENT CODE

7900-7914  
 CODE OF REGULATIONS, TITLE 5  
 15440-15452

Expenditure limitations  
 Criteria and standards for school district budgets

Adopted: (8-98) 5-03 Santa Ana, CA

**AGENDA ITEM BACKUP SHEET**  
**March 12, 2013**

**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