## Santa Ana Unified School District Board of Education

### **Board Meeting Agenda**

Tuesday, March 26, 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 <u>three minutes</u> 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 26, 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

• Customer Service Employee of the Month for March 2013, Ignacio Montiel

### **PRESENTATIONS**

- Orange County Department of Education Second Quarter Site Review Report on Williams Settlement Legislation for Fiscal Year 2012-13
- K-6 and K-8 Schools Program Overview

### **PUBLIC HEARINGS**

- Charter Petition for Odyssey Charter Academy
- Notices of Exemption for Installation of Solar/Photovoltaic Energy Systems at Multiple School Sites

### 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 March 12, 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 Head Start Budget Adjustment No. 3 for 2012-13 Program Year
- 1.4 Approval of Submission of Target Notable Programs Grant for Transitional Kindergarten Program for 2013-14 School Year
- 1.5 Approval of Expulsion of Students for Violation of California Education Code Sections 48900, 48900.2, 48900.3, 48900.4, 48900.7, and/or 48915(c) According to Board Policy 5144.1
- 1.6 Approval of Mediation Agreements and/or Payment/Reimbursement of Costs Incurred for Students with Disabilities for 2012-13 School Year
- 1.7 Ratification of Purchase Order Summary and Listing of Orders \$25,000 and Over for Period of February 27, 2013 through March 12, 2013
- 1.8 Ratification of Expenditure Summary and Warrant Listing for Period of February 27, 2013 through March 12, 2013
- 1.9 Approval/Ratification of Listing of Agreements/Contracts with Santa Ana Unified School District and Various Consultants Submitted for Period of February 27, 2013 through March 12, 2013
- 1.10 Approval and Ratification of Disposal of Obsolete Unrepairable Computer Equipment, Miscellaneous Furniture, and Equipment
- 1.11 Adoption of Resolution No. 12/13-2957 Revision of Authorized Signatories
- 1.12 Authorization to Submit Green Schoolhouse Series Statement of Interest and Application to Brighten a Life
- 1.13 Approval of Deductive Change Orders for Various Projects District-wide
- 1.14 Acceptance of Completion of Contracts for Various Projects District-wide

Items removed from Consent Calendar for discussion and separate action:

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

- 2.0 Acceptance of Gifts in Accordance with Board Policy 3290 Gifts, Grants, and Bequests
- 3.0 Approval of K-8 Configuration for Heninger Elementary School
- 4.0 Approval of 2013 Summer Learning Program for Pre-Kindergarten through Grade 8 Schools
- 5.0 Approval of 2013 Summer Learning Program for Century, Saddleback, Santa Ana, and Valley High Schools
- 6.0 Board Policy and Administrative Regulation 6142.7 Physical Education (Revised: For Adoption and Implementation)
- 7.0 Authorization to Extend Contract with Xerox Corporation
- 8.0 Appointment of Board Members to El Sol Science and Arts Academy of Santa Ana Board of Directors
- 9.0 Adoption of Resolution No. 12/13-2956 Authorization of Notices of Exemption for Installation of Solar/Photovoltaic Energy Systems at Multiple School Sites
- 10.0 Approval of Amendment to Ground Lease Agreement with El Sol Science and Arts Academy of Santa Ana
- 11.0 Approval of Academic Calendars for 2013-14 School Year
- 12.0 Approval of Revised Job Description, Migrant Education Community Assistant
- 13.0 Ratification to Appoint Dr. Stefanie Phillips as SAUSD Deputy Superintendent, Operations and Chief Business Official and Approval of Employment Agreement
- 14.0 Approval of Personnel Calendar
- 15.0 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. With respect to every item of business to be discussed in Closed Session pursuant to Government Code Section 54956.8:

CONFERENCE WITH REAL PROPERTY NEGOTIATOR(S)

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 <u>Tuesday</u>, <u>April 23</u>, <u>2013</u>, at 6:00 p.m.

### AGENDA ITEM BACKUP SHEET March 26, 2013

### **Board Meeting**

TITLE:

Customer Service Employee of the Month for March 2013,

Ignacio Montiel

ITEM:

Recognition

SUBMITTED BY: PREPARED BY:

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

### **BACKGROUND INFORMATION:**

The purpose of this agenda item is to recognize the Customer Service Employee of the Month for March 2013.

### **RATIONALE:**

A selection committee, consisting of classified and certificated employees, has reviewed nominees and selected the Customer Service Employee of the Month for March 2013. The members have selected Ignacio Montiel, Plant Custodian, Edison Elementary School.

### **FUNDING:**

Not Applicable

### **RECOMMENDATION:**

Recognize Ignacio Montiel as Customer Service Employee of the Month for March 2013.



### AGENDA ITEM BACKUP SHEET March 26, 2013

### **Board Meeting**

TITLE: Orange County Department of Education Second Quarter Site

Review Report on Williams Settlement Legislation for Fiscal Year

2012-13

**ITEM:** Presentation

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

### **BACKGROUND INFORMATION:**

The purpose of this agenda item is to present to the Board the results of the Orange County Department of Education's (OCDE) second quarter site review report for fiscal year 2012-13, pursuant to the Williams Settlement Legislation, as required by Education Code Section 1240(2)(H). To ensure compliance, the OCDE is charged with the responsibility to conduct site reviews at deciles 1-3 schools.

### **RATIONALE:**

School districts are required to report to the Board the overall findings for deciles 1-3 schools at a regularly scheduled meeting both quarterly and annual reports provided by the OCDE, pursuant to Williams Settlement Legislation.

The OCDE has reviewed and completed the 2012-13 second quarter site review of schools in deciles 1-3. There were 13 school site reviews conducted with respect to the safety, cleanliness, and adequacy of school facilities. No deficiencies were reported.

### **FUNDING:**

Not Applicable

### **RECOMMENDATION:**

Presented for information.

## 2012-13 Orange County Department of Education Second Quarter Site Review Report EXECUTIVE SUMMARY

Pursuant to the Williams Legislation, quarterly inspections at deciles 1-3 and QEIA schools are conducted.

The Williams Legislation Second Quarter Site Review Report for the 2012-13 school year is as follows:

### • Facilities

(Reviews were conducted October 5 - October 26, 2012)

Thirteen schools were evaluated. No deficiencies were reported.

### AGENDA ITEM BACKUP SHEET March 26, 2013

### **Board Meeting**

TITLE: K-6 and K-8 Schools Program Overview

**ITEM:** Presentation

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

### **BACKGROUND INFORMATION:**

The purpose of this agenda item is to provide the Board with a presentation on the K-6 and K-8 program model schools. The presentation will include information on student test scores, student enrollment, school facilities, and parent opinion.

### **RATIONALE:**

This presentation provides an overview of data and the status of the K-6 and K-8 program model schools.

### **FUNDING:**

Not Applicable

### **RECOMMENDATION:**

For informational purposes.

### Santa Ana Unified School District



## K-6 and K-8 Schools Program Overview

March 26, 2013







Thelma Meléndez de Santa Ana, Ph.D., Superintendent
Herman Mendez, Assistant Superintendent, Elementary Education
Joe Dixon, Assistant Superintendent, Facilities and Governmental Relations
Art Jimenez, Director, Constituency Services
Tova Corman, Senior Facility Planner

**Superior Standards** 

**Supportive School Climate** 

### Background



- Spring of 2007 Taft 6th grade remains to support Deaf and Hard of Hearing (DHH) students
- May 11, 2010 Board approval for:
  - ➤ K-6: Jefferson, Madison, and Sepulveda\*
  - ➤ K-8: Santiago\*\*
- April 10, 2012, Board approval for:
  - ➤ K-8: Esqueda\*\*
- \*Closed due to insufficient student enrollment
- \*\*K-8 grade span over a three-year period







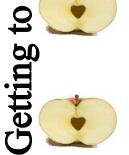
### 5<sup>th</sup> to 6<sup>th</sup> Grade – CST Performance **Elementary Option and Intermediate Schools**

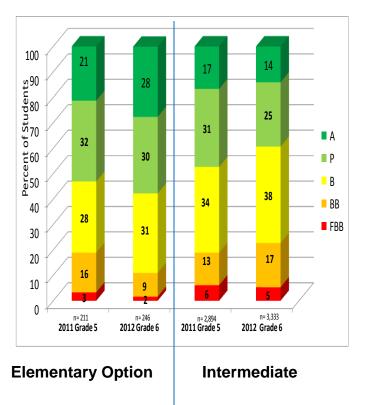


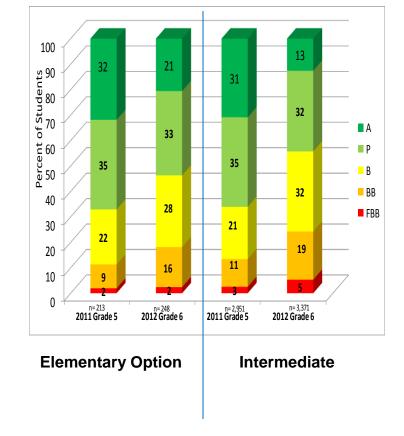












**English Language Arts** 

**Mathematics** 

**Superior Standards** 

**Supportive School Climate** 

### 6th to 7th Grade - CST Performance Santiago and Intermediate Schools

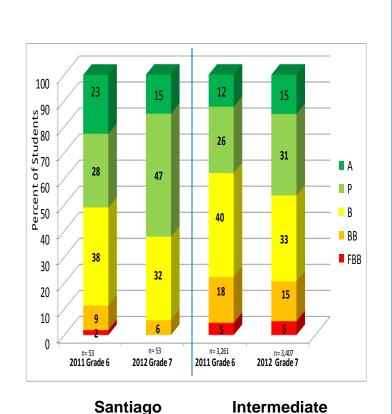




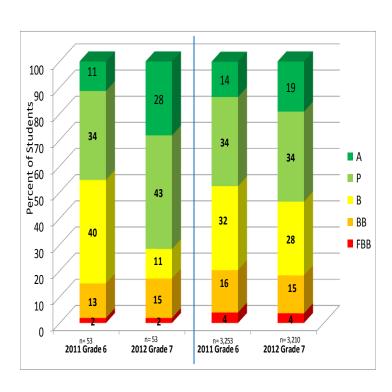










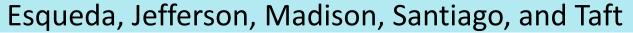


Santiago Intermediate **Mathematics** 

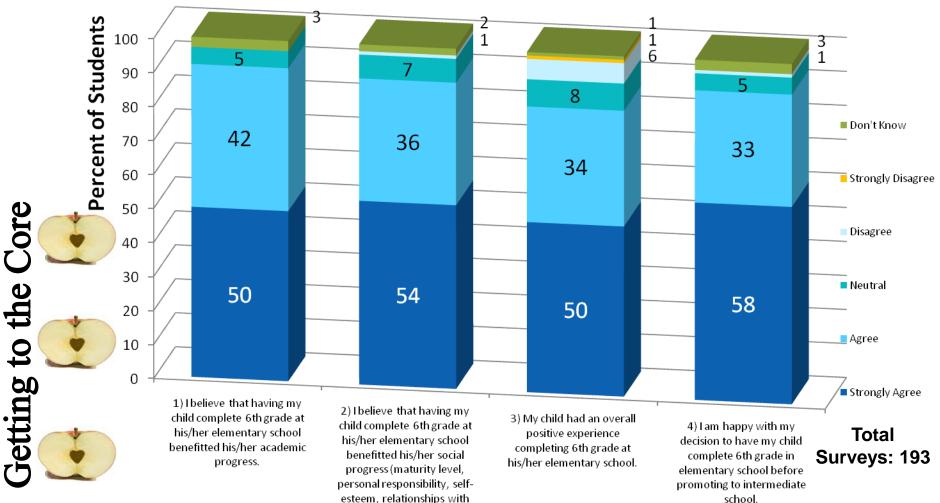
**Superior Standards** 

**Supportive School Climate** 

### Parent Survey







**Superior Standards** 

**Supportive School Climate** 

friends and school personnel).

## Parent Survey Results of Current Grade 5 Students Remaining for Grade 6 for the 2013-14 School Year



School	Total 5 <sup>th</sup> Grade Enrollment	Stay for 6 <sup>th</sup> Grade	Fundamental School	Intermediate School	Out of District	Undecided
Taft	82	43	4	13	0	22
Madison	149	59	46	30	0	14
Jefferson	139	30	31	68	1	8
Santiago	133	100	22	2	0	9
Esqueda	137	124	4	0	0	9

Note: Enrollment as of March 1, 2013

**Superior Standards** 

**Supportive School Climate** 



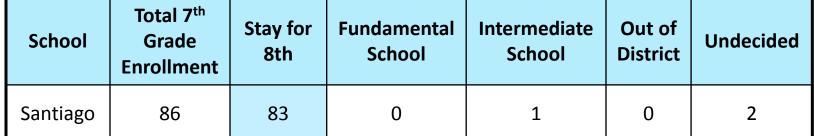
### Parent Survey Results of Current Grade 6 Students Remaining for Grade 7 for the 2013-14 School Year

School	Total 6 <sup>th</sup> Grade Enrollment	Stay for 7th	Fundamental School	Intermediate School	Out of District	Undecided
Santiago	114	110	0	0	4	0
Esqueda	134	116	0	3	10	5



Parent Survey Results of Current Grade 7 Students Remaining for Grade 8 for the 2013-14 School Year







Note: Enrollment as of March 1, 2013

**Superior Standards** 

**Supportive School Climate** 

### K-8 Pathway Vision



### A K-8 Program will allow us to:

- 1. Support long-term relations with our students and parents
- 2. Continue to develop student strengths and support student needs through steadfast academic programs
- 3. Build confidence as students develop both academically and socially
- 4. Create an academic pathway







	K-8 Theme/Focus	Feeder High School	9-12 Theme/Focus
Santiago	Science, Technology, Engineering, Art, and Math (STEAM)	Santa Ana	Project Lead the Way (Arts, Science, and Engineering)
Esqueda	Science and Math	Saddleback	Science and Math/College Major
Heninger	Arts, Media, and Entertainment (The Art of Communication)	Santa Ana	Visual and Performing Arts

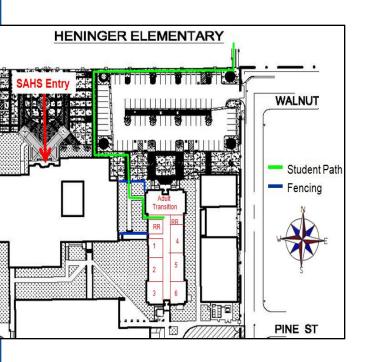
**Superior Standards** 

**Supportive School Climate** 

### Parent Survey Results of Current Grade 5 Students Remaining for Grade 6 for the 2013-14 School Year



School	Total 5 <sup>th</sup> Grade Enrollment	Stay for 6 <sup>th</sup> Grade	Fundamental School	Intermediate School	Out of District	Undecided
Heninger	115	87	21	5	2	0



### **Projected Classroom Needs**

Year	6 <sup>th</sup>	<b>7</b> <sup>th</sup>	8 <sup>th</sup>	Total	Available Classrooms
2013-14	3	0	0	3	3
2014-15	3	3	0	6	*
2015-16	3	3	3	9	*

Note: Enrollment as of March 1, 2013

**Superior Standards** 

**Supportive School Climate** 

### Heninger Implementation Costs



	Issue	Additional Cost		Amount	Fund
	Office Assistant	No	Based on enrollment		
	Additional Teachers	No	Redesignate surplus teachers		
	RSP Teacher	No	Based on need		
	PE Teacher and PE Facilities	No	Specific PE teacher; students will not dress		
	Textbooks	No	Based on enrollment		
	Instructional Materials	No	Based on enrollment		
)	Furniture and Equipment	No	Heninger and SAHS classrooms are fully equipped		
	Library Books	Yes	Grade level appropriate books	~\$30,000	Prop. 20 restricted \$
	Facilities – 6 <sup>th</sup>	Yes	Lunch tables and shade shelter	~\$142,000	Fund 25
	Facilities – 7 <sup>th</sup> /8 <sup>th</sup>	Yes	Ornamental fencing and traffic improvements	~\$46,000	Fund 25
			Total	~\$218,000	



**Superior Standards** 

**Supportive School Climate** 

# Heninger K-8 Investigative/Preparatory Activities



- Review of existing K-8 programs (review of research and school visits)
- Articulation meeting with Santa Ana High (January 25)
  - > Define and align pathway
- Meetings to inform and assess interest
  - ➤ Parent meetings to inform and assess interest (November 30, January 16, and 17)
  - > Staff meetings to inform and assess support (February 27)
  - ➤ School Site Council (January 29)
  - ➤ Parent interest and commitment survey letter (February March)
- District K-8 Preparations Assessment Team (January 28)







### AGENDA ITEM BACKUP SHEET March 26, 2013

### **Board Meeting**

TITLE:

**Charter Petition for Odyssey Charter Academy** 

ITEM:

Public Hearing

**SUBMITTED BY:** 

Stefanie P. Phillips, Ed.D., CBO, Deputy Superintendent, Operations

PREPARED BY:

Mavis Mitchell, Coordinator, Charter Schools Financial

### **BACKGROUND INFORMATION:**

The purpose of this agenda item is to conduct a public hearing for the charter petition for the Odyssey Charter Academy. On Wednesday, February 20, 2013, the District received a charter petition from the Expedition Charter Academy, Inc., a California non-profit public benefit corporation, to establish the Odyssey Charter Academy. In compliance with California Education Code Section 47605, within 30 days of receipt of the petition, the governing board of the school district must hold a public hearing on the provisions of the charter in order to provide an opportunity for public comment and demonstration of support for the petition. In this instance, the parties have mutually agreed to the stipulated date of March 26, 2013.

### **RATIONALE:**

The relevant excerpt of California Education Code Section 47605 contains the specific requirements regarding the timely response of an authorizing agency to the submission of a charter petition:

(b) No later than 30 days after receiving a petition, in accordance with subdivision (a), the governing board of the school district shall hold a public hearing on the provisions of the charter, at which time the governing board of the school district shall consider the level of support for the petition by teachers employed by the district, other employees of the district, and parents.

### **FUNDING:**

Not Applicable

### **RECOMMENDATION:**

Conduct a public hearing at the March 26, 2013 meeting of the Santa Ana Unified School District Board, which may include a brief presentation by representatives of the Odyssey Charter Academy.

SP:mm

### AGENDA ITEM BACKUP SHEET March 26, 2013

### **Board Meeting**

TITLE:

Notices of Exemption for Installation of Solar/Photovoltaic Energy

**Systems at Multiple School Sites** 

ITEM:

**Public Hearing** 

SUBMITTED BY:

Joe Dixon, Assistant Superintendent, Facilities and Governmental

Relations

PREPARED BY:

Tova K. Corman, Senior Facilities Planner

### **BACKGROUND INFORMATION:**

The purpose of this agenda item is to conduct a public hearing to consider the Notices of Exemption for the installation of solar/photovoltaic energy systems at multiple school sites.

### **RATIONALE:**

Pursuant to Public Resources Code Section 21080.35, the installation of solar/photovoltaic energy systems qualifies for statutory exemption from the requirement for environmental analysis. Notices of Exemption are not required to be Board approved; however, Board approval is requested for transparency purposes. Staff is requesting the Board to consider any comments received at public hearing prior to adopting the Notices of Exemption.

### **FUNDING:**

Not Applicable

### **RECOMMENDATION:**

Conduct a public hearing to consider the Notices of Exemption for the installation of solar/photovoltaic energy systems at multiple school sites.



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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

March 12, 2013

### CALL TO ORDER

The meeting was called to order at 4:52 P.M. by Vice President Richardson. Other members in attendance were Dr. Yamagata-Noji, Mr. Palacio, and Ms. Iglesias.

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

### CLOSED SESSION PRESENTATIONS

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

There were no individuals wishing to address the Board on matters of Closed Session.

### RECESS TO CLOSED SESSION

The Regular Board meeting was immediately recessed to consider legal issues, negotiations, and personnel matters. Mr. Hernández arrived during Closed Session.

### RECONVENE OPEN MEETING

The Regular Board meeting reconvened at 6:26 P.M.

### PLEDGE OF ALLEGIANCE

The meeting was opened with the Pledge of Allegiance led by Ms. Iglesias.

### SUPERINTENDENT'S REPORT

Dr. Meléndez greeted all present.

Dr. Meléndez began her remarks by congratulating the Saddleback Boys Varsity Soccer Team for their outstanding accomplishment and for finishing the season with a record of 19 victories, five defeats, four ties, and being named the CIF Division 5 Champions.

Dr. Meléndez mentioned the successful Parent Conference on March 2 at Valley High School. Hundreds of parents attended and participated in a variety of workshops including Common Core State Standards, PBIS, nutrition, school safety and opportunities for college.

Dr. Meléndez commended the Santa Ana High School Honor Choir for their fantastic performance during the Annual Honor Choir Concert. Dr. Meléndez attended the event along with Mr. Richardson, she was amazed by the talent and quality of the performance. Dr. Meléndez thanked all choir directors for their leadership in ensuring students were prepared for the special event.

Dr. Meléndez concluded her remarks by mentioning one of her favorite events of the year, Kindercaminata at Santa Ana College. Earlier in the day, Dr. Noji stopped by and showed her support for students getting acquainted with college and career. Nearly 1,000 kindergarteners from Franklin, Fremont, Jackson, Monroe, Monte Vista, Pio Pico, Remington, and Santiago elementary schools participated in the annual event. She enjoyed watching the boys and girls engage in the different career stations, and hearing them shout with excitement, "Si se puede" followed by "Yes we can" during the Cesar Chavez March. Dr. Meléndez was honored to hold the banner and lead the march along with Santa Ana College president, Dr. Erlinda Martinez and Rancho Santiago Trustee, Mr. Jose Solorio.

#### RECOGNITION

### Classified Employee of the Month for March 2013, Yvette Cortes

President Hernández called Mr. Hammitt to the lectern; he introduced Ms. Gonzales-Solomon, Principal at Lowell Elementary School, and Ms. Yvette Cortes. Ms. Cortes was nominated as Classified Employee of the Month for March 2013 for excelling in every area of librarianship; service, organization, inspiring children to read to succeed, and being an available resource to staff.

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. Ruth Jenkyns, Rachel Garcia, Louis Medina, and Kitty Fortner, addressed the Board on the acceptance of the Odyssey Charter Academy Petition.

Change in Order of Agenda

President Hernández received consensus from the Board, to bring forward agenda item 13.0.

13.0 ACCEPTANCE OF RECEIPT OF ODYSSEY CHARTER ACADEMY CHARTER PETITION

It was moved by Mr. Hernández, seconded by Mr. Palacio, and carried 5-0, to accept 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.

Change in Order of Agenda

President Hernández received consensus from the Board, to bring forward agenda items 15.0 and 16.0.

- 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

It was moved by Mr. Richardson, seconded by Mr. Palacio, and carried 5-0, to approve the Joint Use Agreement with the City of Santa Ana for Roosevelt/Walker Elementary Schools Community Center.

It was moved by Mr. Richardson, seconded by Mr. Palacio, and carried 5-0, to 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.

Change in Order of Agenda

RECESS TO CLOSED SESSION

Mr. Hernández recessed the regular meeting of the Board of Education at 7:10 P.M. to resume Closed Session items including legal issues, negotiations, and personnel matters.

RECONVENE OPEN MEETING

Mr. Hernández reconvened the regular Board of Education meeting at 8:44 P.M.

#### PRESENTATION

### Certification of Second Interim Financial Status (Qualified)

Board President Hernández asked Mr. Bishop, CBO, Interim Deputy Superintendent, Operations to step to the lectern.

Mr. Bishop provided financial information and an approach to mitigating the structural deficit by continuing to maintain focus on the Board priorities.

Change in Order of Agenda

President Hernández received consensus from the Board, to bring forward agenda item 11.0.

11.0 CERTIFICATION OF SECOND INTERIM FINANCIAL STATUS (QUALIFIED)

It was moved by Mr. Richardson, seconded by Mr. Palacio, and carried 5-0, to certify the District financial status as (Qualified).

### 1.0 APPROVAL OF CONSENT CALENDAR

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

1.3, <u>Approval of Expansion</u> of Current One Semester World Regional Geography Course to Include a Two-Semester Course

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

- 1.1 <u>Approval of Minutes</u> of Regular Board Meeting February 12, 2013 and Special Board Study Session February 26, 2013
- 1.2 <u>Approval of Extended Field Trip(s)</u> in Accordance with Board Policy (BP) 6153 School-Sponsored Trips and Administrative Regulation (AR) 6153.1 Extended School-Sponsored Trips
- 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

312126 - Century High

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 March 12, 2014.

332999 - Mendez Fundamental

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

### 308272 - Saddleback High

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 January 13, 2014.

#### 337974 - Saddleback High

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 January 13, 2014.

#### 312780 - Sierra Preparatory

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 March 12, 2014.

### 316601 - Spurgeon 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.

- 1.5 <u>Approval of Master Contracts</u> and/or Individual Service Agreements with Nonpublic Schools and Agencies for Students with Disabilities for 2012-13 School Year
- 1.6 <u>Approval of Memorandum of Understanding</u> with California State University, Long Beach, for 2013-17 School Year
- 1.7 <u>Approval of Memorandum of Understanding</u> with Kids Vision for Life Orange County
- 1.8 Approval of Memorandum of Understanding with OneSight
- 1.9 <u>Ratification of Purchase Order Summary</u> 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

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

1.3, Approval of Expansion of Current One Semester World Regional Geography Course to Include a Two-Semester Course

It was moved by Mr. Richardson, seconded by Mr. Hernández, and carried 5-0, to approve the expansion of the current one semester World Regional Geography course to include a two-semester course.

### REGULAR AGENDA - ACTION ITEMS

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

It was moved by Mr. Palacio, seconded by Dr. Yamagata-Noji, and carried 4-0, Mr. Hernandez 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 APPROVAL OF AMENDMENT NO. 1 TO AGREEMENT BETWEEN SANTA ANA UNIFIED SCHOOL DISTRICT AND THINK TOGETHER TO EXTEND END DATE TO JULY 31, 2013

It was moved by Mr. Richardson, seconded by Dr. Yamagata-Noji, and carried 5-0, to 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.

4.0 APPROVAL OF TITLE I LOCAL EDUCATIONAL AGENCY-LEVEL PARENT INVOLVEMENT POLICY

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

It was moved by Mr. Richardson, seconded by Dr. Yamagata-Noji, and carried 5-0, to approve the 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 the 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

It was moved by Mr. Hernández, seconded by Mr. Palacio, and carried 4-1, Ms. Iglesias dissenting, to approve the 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)

Presented for first reading, no action required.

8.0 APPROVAL OF HIGH SCHOOL ADVANCED PLACEMENT HUMAN GEOGRAPHY COURSE

It was moved by Mr. Richardson, seconded by Dr. Yamagata-Noji, and carried 5-0, to approve the High School Advanced Placement Human Geography course.

9.0 APPROVAL OF SUBMISSION OF REFUNDING APPLICATION FOR HEAD START FUNDING FOR 2013-14 PROGRAM YEAR

It was moved by Mr. Hernández, seconded by Mr. Richardson, and carried 5-0, to approve the submission of the refunding application for Head Start funding for the 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

It was moved by Mr. Richardson, seconded by Mr. Palacio, and carried 5-0, to 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. Copy attached.

11.0 CERTIFICATION OF SECOND INTERIM FINANCIAL STATUS (QUALIFIED)

Action was taken earlier in the meeting.

12.0 ADOPTION OF RESOLUTION NO. 12/13-2953 - AUTHORIZATION OF TEMPORARY CASH BORROWING FROM ORANGE COUNTY TREASURY

It was moved by Mr. Palacio, seconded by Mr. Richardson, and carried 5-0, to 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. Copy attached.

13.0 ACCEPTANCE OF RECEIPT OF ODYSSEY CHARTER ACADEMY CHARTER PETITION

Action was taken earlier in the meeting.

14.0 APPROVAL OF RENEWAL OF CELLULAR TOWER LEASE AGREEMENT AT MONTE VISTA ELEMENTARY SCHOOL WITH SPRINT PCS ASSETS, LLC

It was moved by Mr. Richardson, seconded by Mr. Palacio, and carried 4-1, Mr. Hernández dissenting, to approve the 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

Action was taken earlier in the meeting.

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

Action was taken earlier in the meeting.

17.0 AUTHORIZATION TO AWARD CONTRACT FOR BID PACKAGE NO. 11 ADMINISTRATION STOREFRONT AND GLAZING AT GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL UNDER MODERNIZATION PROGRAM

It was moved by Dr. Yamagata-Noji, seconded by Mr. Hernández, and carried 5-0, to 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.

18.0 AUTHORIZATION TO AWARD CONTRACT FOR BID PACKAGE NO. 18 SPORTS FIELD LIGHTING AT WILLARD INTERMEDIATE SCHOOL UNDER MODERNIZATION PROGRAM

It was moved by Mr. Hernández, seconded by Mr. Richardson, and carried 3-2, Dr. Yamagata-Noji and Ms. Iglesias dissenting, to 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.

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

It was moved by Mr. Hernández, seconded by Mr. Palacio, and carried 5-0, to 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.

20.0 APPROVAL OF PERSONNEL CALENDAR

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

Board of Education Minutes March 12, 2013

21.0 APPROVAL OF 2013 REPRESENTATIVES TO DELEGATE ASSEMBLY FOR CALIFORNIA SCHOOL BOARDS ASSOCIATION REGION 15

It was moved by Mr. Palacio, seconded by Mr. Richardson, and carried 5-0, to approve representatives Bonnie Castrey, Judith Edwards, Karin M. Freeman, Celia Jaffe, Jose F. Moreno, Elizabeth Dorn Parker, Robert A. Singer, Suzie R. Swartz, and Lynn Thornley to the Delegate Assembly for California School Boards Association (CSBA) Region 15.

22.0 BOARD POLICY 3100 (A) - BUSINESS AND NONINSTRUCTIONAL OPERATIONS, BUDGET (REVISED: FOR ADOPTION)

It was moved by Dr. Yamagata-Noji, seconded by Mr. Hernández, and carried 4-1, Ms. Iglesias dissenting, to adopt Board Policy 3100 (A) -  $\underline{\text{Business}}$  and Noninstructional Operations, Budget. Copy attached.

23.0 BOARD AND STAFF REPORTS/ACTIVITIES

### Dr. Yamagata-Noji

• Great recognition of student athletes; students from the Villa Fundamental Red Tie Club were there.

### Ms. Iglesias

- Attended a Parent/Latino Education Conference at Cal State Fullerton; was very enlightening.
- Will be attending a PTA Dinner.

### Mr. Palacio

- Will be attending the PTA Dinner; has attended for several years; nice event; very well attended.
- Participated in Read Across America at Fremont Elementary; enjoyed himself.
- Enjoyed the athletic recognition; very well received; outstanding athletes; proud and thankful to them.

### Mr. Richardson

- Attended the Parent Conference a couple weeks ago; very well done; was well attended.
- Enjoyed the District's Honor Choir held at Santa Ana High School.
- Looking forward to the Saddleback High School CIF Soccer Team recognition.
- Athletic recognition was well done.

### Mr. Hernández

• Thanked staff for the wonderful recognition of student athletes; great event.

### REPORT OF ACTION TAKEN IN CLOSED SESSION

By a vote of 4-0, the Board took action to approve the Workers' Compensation Compromise and Release for former certificated employee, as named in Closed Session, — Claim No. SUSD-001118, in the amount of \$120,000.00 to resolve all issues.

By a vote of 4-0, the Board took action to approve the recommended non-reelect certificated employee, as named in Closed Session, effective June 28, 2013.

By a vote of 4-0, the Board took action to approve the Hearing Officer's recommended Decision as the Board's Decision and adopt the resolution regarding termination of classified employee, as named in Closed Session.

By a vote of 4-0, the Board took action to approve the recommendation of Dr. Stefanie P. Phillips as Deputy Superintendent, Operations and Chief Business Official and approve the employment agreement.

By a vote of 5-0, the Board took action to approve action to distribute the Notice of Potential Change in Duties and Assignment and Salary Reduction to all certificated employees for the 2013-14 school year.

### ADJOURNMENT

There being no further business to come before the Board, the meeting was adjourned at  $10:57\ P.M.$ 

The next Regular Meeting will be held on Tuesday, March 26, 2013, at 6:00 P.M.

ATTEST:

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

Minutes SANTA ANA UNIFIED SCHOOL DISTRICT March 12, 2013 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
<del>-</del>		1 10 15		
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	12	\$500	Santa Ana Elks Lodge Mr. Charles D. Anderson Santa Ana	Girls basketball program

Minutes Bo	pard of Education			
School:	Gift:	Amount:	Donor:	Minutes M <b>Used f27:</b> 2013
Segerstrom High		\$4,000	Mr. Richard Salgado Santa Ana	Boys basketball program
March 12, 2013 donations		\$18,671		
2013 Total donations	\$43,702	\$62,373		

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

CO:eh

### RESOLUTION NO. 12/13-2954

Board of Education

**BOARD OF EDUCATION** 

SANTA ANA UNIFIED SCHOOL DISTRICT Minutes Book Page 501

AUTHORIZING RENEWAL OF COOPERATIVE PROGRAM AGREEMENT WITH STATE OF CALIFORNIA STATE OF CALIFORNIA

THE PARTMENT OF REHABILITATION FOR 2013-16 SCHOOL YEARS
DEPARTMENT OF REHABILITATION

**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 abovenamed 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 Me	eeting Held	
1601 East Chestnut A	Ave Santa Ana, CA. 92701	
Date of Board Meeting	Signature of Recording Secretary	Date Signed
3-12-2013	& Machen Jasles	3-21-13
3-12-2013	& youhun Jasles	3-

Board of Education
Minutes
March 12, 2013
DEPARTMENT OF REHABILITATION

### STATE OF CALIFORNIA GRANT/CONTRACT SIGNATURE AUTHORIZATION

DR 325 (Rev. 12/98) Computer Generated

GRANTEE/CONTRACTOR:	SUBGRANTEE/CONTRACTEE: (Legal Corporation/Public Agency Name & Address)
STATE OF CALIFORNIA Department of Rehabilitation 721 Capitol Mall Sacramento, California 95814	Santa Ana Unified School District 1601 E. Chestnut Ave. Santa Ana, CA. 92701

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:

		×
Signature	Name (Please Type or Print)	Title (Please Type or Print)
× 12	Michael P. Bishop, Sr.,	CBO Interim Deputy Superintendent, Operations
Signature	Name (Please Type or Print)	Title (Please Type or Print)
& Dorun Lohnisfiel	Doreen Lohnes	Asst. Superintendent, Support Services
Signature	Name (Please Type or Print)	Title (Please Type or Print)
& Anthony water	Anthony Wold, Ed. D.	Executive Director, Business Operations
Signature	Name (Please Type or Print)	Title (Please Type or Print)
<u> </u>		

I hereby delegate authority to request reimbursement of expenses as shown above.

Authorized Signature per Board Resolution	Name (Please Type or Print)	Date Signed
& her 11 by	Thelma Melendez de Santa Ana, Pd.D.	3-21-13

Board of Education Minutes March 12, 2013

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37 38 39 RESOLUTION NO. 12/13-2953

### BOARD OF EDUCATION

### SANTA ANA UNIFIED SCHOOL DISTRICT

### ORANGE COUNTY, CALIFORNIA

### Approval of Temporary Cash Borrowing from the Orange County Treasury

WHEREAS, the Santa Ana Unified School District (the "District") desires to request the County Treasury to make temporary transfers (the "Transfer") of monies to meet its current maintenance expenses for fiscal years 2012-13; and

WHEREAS, California Constitution Article XVI, Section 6, provides that the County Treasurer shall have the power and the duty to make temporary transfers of monies, as further specified therein, upon resolution adopted by the Board of Supervisors authorizing such temporary transfer; and

WHEREAS, pursuant to California Constitution Article XVI, Section 6 and Education Code section 42620, the total amount that may be temporarily transferred to the District may not exceed 85 percent of the anticipated revenues which will accrue to the District during the fiscal year ("FY"); and

WHEREAS, the District has not issued, nor will issue, a Tax and Revenue Anticipation Notes (TRANs), or other borrowing or any kind or nature for the purpose of funding the District's short term cash flow, which is outstanding in whole or in part, while a Transfer is outstanding; and

WHEREAS, any Transfer to the District will be made from and limited to the Educational Money Market Fund.

NOW, THEREFORE, BE IT RESOLVED that this Board does hereby:

- Find and determine that the Transfers are in the public interest and serve a valid public purpose.
- The District Board of Trustees hereby requests transfers of monies from the Educational Money Market Fund to the District to cover the District's current The amount of any Transfer cannot exceed 85 maintenance expenses for FY 2012-13. percent of the anticipated revenues which will accrue to the District during the fiscal year. This amount shall be certified by the District and the actual amount

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of any Transfer(s) will be approved, if at all, in the discretion of the Count Treasurer, exercising her trust and fiduciary duties with respect to protecting all of the Educational Investment Pool participants from any principal loss and ensuring adequate liquidity to meet operating cash needs, that such monies are available for such Transfers. The District Superintendent, Deputy Superintendent, Operations or the Director of Accounting are hereby authorized and directed for and on behalf of the District to formally request a Transfer in an amount and upon a date designated by the District Superintendent, Deputy Superintendent, Operations or the Director of Accounting, not to exceed the limitations to such Transfer as provided herein.

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3. For FY 2012-13, the District hereby requests that the Transfer be made by the Treasurer in one or more installments and not prior to July 1, 2012, nor later than April 29, 2013. The Transfer shall be repaid no later than October 31, 2013.

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4. It is hereby requested that the Treasurer deposit Transfer installments to the District in the General Fund. All Transfers installments to the District will be made from and limited to the Educational Money Market Fund.

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5. The monies transferred to the District shall be repaid to the Educational Investment Pool from the first revenues accruing to the District before any other obligation of the District is met from such revenue. Compound interest on any Transfer installment will accrue and be payable by the District at a rate equal to the gross rate the Educational Investment Pool is earning for the same period from the date of the Transfer plus five (5) basis points until the entire Transfer and applicable interest is repaid.

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6. The monies transferred to the District will be repaid to the Educational Money Market Fund from the first revenues accruing to the District before any other obligation of the District is met from such revenue. Full repayment of any Transfer shall be made no later than October 31 following each fiscal year. The District understands and agrees that repayment of any and all Transfers is an obligation imposed by law and the obligation of the District to make payments with respect to such Transfer(s) is absolute and unconditional, payable from lawfully available funds of the District. In furtherance of the District's repayment obligations, District hereby grants the County a first lier and pledge of all District revenues accruing to the District for the purpose of repayment of the Transfer(s).

Board of Education Minutes March 12, 2013

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2	7. The District Board of Trustees hereby determines that it can meet its
3	financial obligations as set forth in the Temporary Transfer Agreement presented to
4	this Board. The Temporary Transfer Agreement is hereby approved and the District
5	Superintendent, Deputy Superintendent, Operations or the Director of Accounting are
6	hereby authorized and directed to execute the Temporary Transfer Agreement on
7	behalf of the District.
8	
9	9. The Clerk/Secretary of the Board of Trustees is hereby directed to submit
0	a certified copy of this Resolution to the Orange County Treasurer-Tax Collector.
1	
2	10. This resolution shall take effect immediately.
3	Upon motion of Member <b>Palacio</b> and duly seconded, the foregoing
4	Resolution was adopted by the following vote:
5	
6	AYES: <b>Jose Hernandez, Rob Richardson, Audrey Yamagata-Noji, John Palacio and</b>
7	NOES:
8	ABSENT:
9	
0.0	STATE OF CALIFORNIA )
21	) SS:
22	COUNTY OF ORANGE )
23	
24	I, Thelma Meléndez, Secretary of the Board of Education of the Santa Ana
25	Unified School District of Orange County, California, hereby certify that the above
26	and foregoing Resolution was duly adopted by the said Board at a regular meeting
27	thereof held on the 12 day of March , 2013, and passed by a vote of
28	5-0 of said Board.
29	
30	IN WITNESS WHEREOF, I have hereunto set my hand this $13$ day of
31	March , 2013.
33	Thelma Meléndez de Santa Ana, Ph.D.,
34	Secretary of the Board of Education
35	Santa Ana Unified School District

Board Meeting - March 12, 2013

Personnel Calendar

Board Meeting - March 12, 2013	12, 2013				
NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
RETIREMENTS					
					Retirement - 23
Granda, Nery	Teacher	Kennedy	June 14, 2013		years
					Retirement - 31
Nehrbass, Marilynn	Program Specialist	Special Education	June 30, 2013		years
					Retirement - 30
Rogers, Bruce	Teacher	Spurgeon	June 14, 2013		years
					Retirement - 23
Victoria-Lind, Myrna	Teacher	Heninger	June 14, 2013		years
RESIGNATIONS					
					Returning to school
Ayala, Armando	Assistant Principal	Segerstrom	June 28, 2013		- 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
NEW HIRES/RE-HIRES	S				
					New Hire -
Burns, Christy	Teacher	Willard	February 13, 2013		Temporary 44909
	Speech and				New Hire -
Cho, David	Pathologist	Speech Department March 1, 2013	March 1, 2013		Temporary 44909

Statutory Statutory

April 17, 2013

January 14, 2013

Remington

Walker

Teacher

Adams, Myra Barajas, Sonia

Huf, Judy

Teacher

March 2, 2013

Statutory Statutory

March 30, 2013

May 8, 2013 April 17, 2013

> January 14, 2013 January 14, 2013

Diamond Lincoln

## CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

NEW HIRES/RE-HIRES (Continued)         New Hire-           Do, Mike         Teacher         Godinez         February 12, 2013         New Hire-           Gonzalez, Beatriz         Teacher         Madison         February 4, 2013         Rehire-           Sierra, Hugo         Teacher         Lathrop         February 6, 2013         Prehine-           Sierra, Hugo         Teacher         Lathrop         February 6, 2013         Temporary 44909           CHANGE IN CONTRACT LENGTH         February 6, 2013         Temporary 44909         Temporary 44909           Larsh, Nadine         Teacher         Century         January 28, 2013         From 80% to 100%           Larsh, Nadine         Teacher         Walker         February 28, 2013         March 1, 2013         Statutory           Silva, Matthew         Teacher         Godinez         February 5, 2013         March 1, 2013         Statutory           Silva, Matthew         Teacher         Godinez         February 4, 2013         February 8, 2013         Statutory           Silva, Sarah         Teacher         Santiago         February 8, 2013         Statutory           Santiago         February 4, 2013         February 8, 2013         Statutory	NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
2013 2013 28, 2013 8, 2013	EW HIRES/RE-HIRE	S (Continued)				
2013 2013 2013 28, 2013 8, 2013						
2013 2013 28, 2013 8, 2013						New Hire -
2013 2013 2013 28, 2013 8, 2013						Temporary 44909
2013 2013 2013 28, 2013 8, 2013	o, Mike	Teacher	Godinez	February 12, 2013		(60% contract)
2013 2013 28, 2013 8, 2013						Rehire -
2013 2013 28, 2013 8, 2013	onzalez, Beatriz	Teacher	Madison	February 4, 2013		Probationary II
2013 2013 2013 28, 2013 8, 2013						New Hire -
2013 2013 28, 2013 8, 2013	егга, Ниво	Teacher	Lathrop	February 6, 2013		Temporary 449(
2013 2013 2013 28, 2013 8, 2013						
2013 2013 28, 2013 8, 2013	HANGE IN CONTRA	CT LENGTH				
2013 2013 28, 2013 8, 2013						
2013 2013 28, 2013 8, 2013						From 80% to 10
2013 2013 28, 2013 8, 2013	ırsh, Nadine	Teacher	Century	January 28, 2013		contract
2013 2013 28, 2013 8, 2013	AMILY CARE AND N	TEDICAL LEAVE	ABSENCE (3 to 20 o	duty days) - Paid with	Benefits	
WalkerFebruary 5, 2013March 1, 2013MadisonFebruary 12, 2013March 5, 2013GodinezFebruary 4, 2013February 28, 2013SantiagoFebruary 4, 2013February 8, 2013VE (21 duty days or more) - Paid with Benefits						
Madison February 12, 2013 March 5, 2013 Godinez February 4, 2013 February 28, 2013 Santiago February 4, 2013 February 8, 2013 VE (21 duty days or more) - Paid with Benefits	arajas, Sonia	Teacher	Walker	February 5, 2013	March 1, 2013	Statutory
Godinez February 4, 2013 February 28, 2013 Santiago February 4, 2013 February 8, 2013  VE (21 duty days or more) - Paid with Benefits	iggins, Devon	Teacher	Madison	February 12, 2013	March 5, 2013	Statutory
Santiago February 4, 2013 February 8, 2013  VE (21 duty days or more) - Paid with Benefits	Iva, Matthew	Teacher	Godinez	February 4, 2013	February 28, 2013	Statutory
AMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Paid with Benefits	Iva, Sarah	Teacher	Santiago	February 4, 2013	February 8, 2013	Statutory
AMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Paid with Benefits						
	AMILY CARE AND N	TEDICAL LEAVE	(21 duty days or mo	re) - Paid with Benefi	ts	

## Chad Hammitt, Assistant Superintendent, Personnel Services

Teacher Teacher

Kommel, Patricia

Personnel Calendar Board Meeting - March 12, 20

Board Meeting - March 12, 2013	2, 2013				
NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
FAMILY CARE AND MEDICAL LEA	EDICAL LEAVE (	VE (21 duty days or more) - Faid with Benefits (Continued)	e) - Paid With Bener	its (Continued)	
Mc Cartin, Casey	Teacher	Jefferson	February 26, 2013	April 28, 2013	Statutory
Medrano, Kristin	Teacher	Сапт	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
FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Without Pay and with Benefits	EDICAL LEAVE (	21 duty days or mor	e) - Without Pay and	d with Benefits	
	-			3.4. 1. 12. 2012	0,111
Avila, Christina	Counselor	Century	rebruary 8, 2013	March 13, 2013	Statutory
EXTENSION OF FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Paid with Benefits	LY CARE AND ME	DICAL LEAVE (21	duty days or more)	- Paid with Benefits	
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
EXTENSION OF FAMILY CARE AN	LY CARE AND ME	D MEDICAL LEAVE (21 duty days or more)	duty days or more)	- Paid with Benefits (Continued)	(Continued)
					and decommends and the
Dhan Vivien	Devchologist	Psychological Services	February 9, 2013	March 8, 2013	Statutory
Rosillo, Fiorella	Teacher	Esqueda	February 21, 2013	March 15, 2013	Statutory
				and the state of t	

Personnel Calendar		TIFICATED PERSC	CERTIFICATED PERSONNEL CALENDAR	~	
Board Meeting - March 12, 2013  NAME POSIT	12, 2013 POSITION	SITE	EFF. DATE	END DATE	COMMENTS
CORRECTION OF FAMILY	CARE A	TEDICAL LEAVE (	21 duty days or mor	ND MEDICAL LEAVE (21 duty days or more) - Paid with Benefits	ts
Avila, Christina	Counselor	Century	November 27, 2012	February 6, 2013	Statutory
CHANGE IN DATE FAMILY CARE	MILY CARE AND	MEDICAL LEAVE	(21 duty days or mo	AND MEDICAL LEAVE (21 duty days or more) - Paid with Benefits	its
Aguila, Dawn	Teacher	Staff Development	From March 1, 2013 to February 25, 2013	April 15, 2013	Statutory
CALIFORNIA FAMILY RIGHTS ACT	RIGHTS ACT (CF	RA) (21 duty days o	(CFRA) (21 duty days or more) - Without Pay and with Benefits	ay and with Benefits	
Avila, Christina	Counselor	Century	February 8, 2013	March 13, 2013	Statutory
CALIFORNIA FAMILY RIGHTS	ACT	RA) (21 duty days o	r more) - Without P	(CFRA) (21 duty days or more) - Without Pay and Without Benefits	efits
Avila, Christina	Counselor	Century	March 14, 2013	May 13, 2013	Statutory
LEAVE (21 duty days or more) - Without Pay and Without Benefits	r more) - Without Pa	y and Without Bene	fits		
Avila, Christina	Counselor	Century	May 14, 2013	June 28, 2013	Child Care
EXTENDED WORK YEAR 2012-13	EAR 2012-13				
	Curriculum	English Learner Programs and Student			
Gonzalez, Cesar	Specialist	Achievement	January 7, 2013	January 11, 2013	5 Additional Days

Board Meeting - March 12, 2013

Personnel Calendar

	The second secon				
NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
EXTENDED WORK YEAR 2012-13 (Continued)	EAR 2012-13 (Cont	inued)			B. 600 - 100 4 - 4 - 4 - 4 - 4 - 4 - 4 - 4 - 4 - 4
	Curriculum	English Learner Programs and Student			
Salafia-Bellomo, Jamie	Specialist	Achievement	January 7, 2013	January 11, 2013	5 Additional Days
EXTRA DUTY 2012-13					
Hoelin Voronica	Devotologist	Psychological	Ioniiomy 8 2013	Ioniiom, 10, 2012	Regular Hourly
West, Jeffrey	Teacher	Century	January 28, 2013	June 13, 2013	Extra Period
SPRING SPORTS 2012-13	-13				
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

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dar	- March
Calen	Meeting -
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Per	Board

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
SPRING SPORTS 2012-13 (Continued)	2-13 (Continued)				
Killion. Darryl	Head Coach	Santa Ana	2012-13		Tennis (Bovs)
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)
Swanstrom, Carl	Assistant Coach/ Head Coach	Santa Ana	2012-13		Track, Football
	Assistant Coach/				Softball (Girls),
Tayco, Lance	Assistant Coach	Santa Ana	2012-13		Football
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/				Baseball (Boys),
Tagaloa, Joseph	Assistant Coach	Segerstrom	2012-13		Football
Vu, Lan	Assistant Coach	Segerstrom	2012-13		Track
Wolfe Michael	Assistant Coach	Segerstrom	2012-13		Track

Chad Hammitt, Assistant Superintendent, Personnel Services

Board Meeting - March 12, 2013

Personnel Calendar

Board Meeting - March 12, 2013	12, 2013				
NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
GRADE LEVEL LEADERS 2012-13	ERS 2012-13				
Andre, Michele		Madison	2012-13		
Figueroa, Leonardo		Madison	2012-13		
Heneghan, Daniel		Madison	2012-13		
Higgins, Devon		Madison	2012-13		
Keiner, Martha		Madison	2012-13	THE PROPERTY IN COLUMN TO A COLUMN TO SERVE A STREET, AND	
McDermott, Juanita		Madison	2012-13		
Mehl, Silvia		Madison	2012-13		
Yee, Lindsay		Madison	2012-13		
DEPARTMENT CHAIRS 2012-13	tS 2012-13				
Booker, Howard		Lorin Griset	2012-13		Social Science
Carney, Jann		Mendez	2012-13		Special Education
ELEMENTARY STUDENT GOVERNMENT/COUNSEL ADVISOR	ENT GOVERNM	ENT/COUNSEL AD	VISOR		
Pesanti, Jamie		Monte Vista	2012-13		
ROP TEACHERS 2012-13	13				
Gordon, Roger					
Mitchell, Herman					
SUBSTITUTES 2012-13					
Abascal Mignel Ir				The state of the s	
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Personnel Calendar

ZAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
SUBSTITUTES 2012-13 (Continued)	3 (Continued)				
Cater, Rose					
Dao, Totam					
DeMaio, Carrie					
Easley, Jessica					
Ghuloum, Gina					
Gonzales, Cameron					
Hadley, Jamie					
Harada, Keiko					
Helfer, Haley					
Helge, Benjamin	The state of the s				
Johnston, Jacqueline					
Joseph, Anoop					,
Lundquist, Margaret					
Martinez, Marlena					
Mayet, Aabida					
McCabe, Patricia					
Naudin, Sara					
Noebel, Sara					
O'Meara, Martha					
Olive, Heriberto					
Ozuna, Juan					
Pham, Vikki					
Plascensia, Ramona					
Price, Bryan					
Radmanesh, Michelle					
Rivera Melicca N					

Chad Hammitt, Assistant Superintendent, Personnel Services

Personnel Calendar Board Meeting - March 12, 201

Board Meeting - March 12, 2013	2, 2013				
NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
SUBSTITUTES 2012-13 (Continued)	(Continued)				
Ruiz, Angela					
Sawczuk, Debby					
Smith, Kathy G.					
Weber, Christina					
Winchester, Laura					
Price, Bryan					
RETIRED SUBSTITUTES	ES		1.1.2		
Yeckl, Elizabeth					
ADMINISTRATIVE SUBSTITUTES	BSTITUTES				
	Administrative				
Bratcher, Roger L.	Substitute	Various Sites	March 4, 2013	June 30, 2013	As-Needed-Basis
	Administrative				
Bruno, Raquel	Substitute	Various Sites	March 4, 2013	June 30, 2013	As-Needed-Basis
	Administrative				
Maher, Marilyn	Substitute	Various Sites	March 4, 2013	June 30, 2013	As-Needed-Basis
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Chad Hammitt, Assistant Superintendent, Personnel Services

### AGENDA ITEM REQUESTS CERTIFICATED 2012-13

	CI-7107	<b>C</b>		
TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
2012_13 After School Grades 6_8 Intraminal				
Sports - Girls Soccer and Boys Basketball		ASES - After School		
(Season V) - Certificated (Ratification)	Special Projects	Program	\$25,000	March 4, 2013
After School Tutoring	Harvey	EIA-LEP	\$9,950	March 13, 2013
After School Tutoring (Correction previously			From \$3,000 to	
approved September 25, 2012)	Spurgeon	General Funds	\$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			From \$12,500 to	
previously approved August 28, 2012)	Segerstrom	EIA - SCE	\$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
	<b>Educational Services</b>	Science @ OC -		
Laser Science Kit Training (Ratification)	Secondary Division	LASER	\$342	January 20, 2013
Long- Term Intervention Substitute				2
(Ratification)	Villa	EIA-LEP	\$36,150	January 29, 2013
Network for a Healthy California				
Professional Development - Nutrition		Network for a		
Education Pre K-12 (Ratification)	Special Projects	Healthy California	\$14,518	March 4, 2013
	BTSA Induction			
Peer Coaches for Special Education	Program - Human			
(Ratification)	Resources	Title II	\$9,000	August 25, 2012
Pentathlon Coaches (Ratification)	McFadden	General Funds	\$6,600	January 14, 2013
Physical Education Grant (PEP) Extra Duty -		PEP Grant - Commit		
Certificated (Ratification)	Special Projects	to be fit	\$3,500	February 13, 2013

### Board Meeting March 12, 2013

### AGENDA ITEM REQUESTS CERTIFICATED 2012-13

	C1-7107			
TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
Saturday School (Correction previously				
approved August 28, 2012)	Segerstrom	EIA - SCE	Additional \$2,500	August 29, 2012
SIG Hourly Counseling	Valley	SIG	\$20,000	March 13, 2013
SIG Intervention Programs (Correction				
previously approved August 28, 2012)	Valley	SIG	Additional \$12,209	March 13, 2013
SIG Program Planning (Correction				
previously approved August 28, 2012)	Valley	SIG	Additional \$14,489	March 13, 2013
SIG Staff Development Instructor/Facilitator				
Spring	Saddleback	SIG	\$3,800	March 13, 2013
SIG Technology Instructor for 1:1 Initiative -				
Certificated	Willard	SIG	\$2,500	March 12, 2013
SIG Technology Professional Development				
for 1:1 Initiative - Certificated	Willard	SIG	\$14,000	March 12, 2013
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		and the second s		A THE AGE AND ADMINISTRATION AND ADMINISTRATION OF THE AGE OF THE

Board Meeting March 12, 2013

Personnel Calendar Board Meeting - March 12, 2013

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
DETIDEMENTS						
Hernandez, Tomas	Custodian	Century	April 8, 2013			23 years
Mobley, Kathy	Instr. Asst. DHH	Taft	March 29, 2013			22 years
RESIGNATIONS						
						Personal - 3
Gomez, Rocio	Site Clerk	McFadden	March 8, 2013			years
						Personal - 3
Maldonado, Rosanne	SSP Sp. Ed.	Carver	February 8, 2013			years
						3 years, 3
McMillan, Lisa	Headstart Teacher	Child Dev.	March 8, 2013			months
						Personal - 2
Molina, Laura	SSP Sp. Ed.	Saddleback	March 5, 2013			years, 4 months
						Personal 6
Oceguera, Rodolfo	Instr. Asst. Sp. Ed.	Jackson	February 15, 2013			years, 5 months
						Personal - 1
Paradise, Marian	Site Clerk	Esqueda	February 15, 2013			year, 5 months
						Personal - 2
Sanchez, Rodrigo	Fd. Svc.Wkr.	Villa	February 1, 2013			years
						Personal - 11
Sanudo, Katya	Instr. Asst. Sev. Dis.	Mitchell	February 8, 2013			years
ABSENCES (3 to 20	ABSENCES (3 to 20 duty days) - Without Pay	Pay				
Castro, Veronica	Sch. Off. Asst. Elem. Sepulveda	Sepulveda	February 26, 2013	March 15, 2013		Personal

Personnel Calendar Board Meeting - March 12, 2013

Doal a Meeting - Mai Cii 12, 2013	CII 17, 7013					
NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
ABSENCES (3 to 20	ABSENCES (3 to 20 duty days) - Without Pay (Continuation)	Pay (Continua	(tion)			
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
CFRA (California Family Righst Act) -	mily Righst Act) - Paid	id				
Velez, Victoria	Headstart Teacher	Child Dev.	March 22, 2013	April 21, 2013		Statutory Leave
FAMILY CARE & N	FAMILY CARE & MEDICAL LEAVES (3 to 20 duty days) - Paid	3 to 20 duty da	avs) - Paid			
Carpio de Torres,						
Irene	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
FAMILY CARE & MEDICAL LEAVE		to 20 duty day	(3 to 20 duty days) - Without Pay			
Ponce, Patricia	Payroll Clerk	Payroll Dept.	February 11, 2013	March 1, 2013		Statutory Leave
EAMILY CADE & A	EAMITY CADE & MEDICAL LEAVES (21 Just, Jour or mount) Doil	21 durter donie	Doid Doid			
FAMILI CAME &	TEDICAL LEAVES	zi duty days o	1 more) - 1 and			
Dawson, Karen	Admin. Secretary	ITC	November 27, 2012 January 25, 2013	January 25, 2013		Statutory Leave

Chad Hammitt, Assistant Superintendent, Personnel Services

Personnel Calendar Board Meeting - March 12, 2013

Doal a Meeting - Mai Cil 12, 2013	CYO7 (71 II)					
NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
FAMILY CARE & MEDICAL LEAVES (21 duty days or more) - Paid (Continuation)	(EDICAL LEAVES (	21 duty days o	r more) - Paid (Cont	inuation)		
						Statutory Leave
		Benefits				Intermittent
Paredones, Monica	Personnel Technician Dept.	Dept.	November 21, 2012 June 30, 2013	June 30, 2013		Basis
Velasco, Jose	Rv. Ld. Custodian	Bldg. Svcs.	January 7, 2013	February 22, 2013		Statutory Leave
LEAVE (21 duty days or more) - Withou	s or more) - Without I	ut Pay				
Solares, Yvonne	Instr. Asst. Sev. Dis.	Mitchell	March 1, 2013	May 27, 2013		Personal
		Adult				
Zarate, Rosa	Instr. Asst. Sev. Dis.	Transition	March 4, 2013	May 17, 2013		Personal
PROBATIONARY APPOINTMENTS	<b>PPOINTMENTS</b>					
Alonso, Yazmina	SSP Sp. Ed.	Davis	January 29, 2013		19/1	
Andrade, Juana	Instr. Asst. Sev. Dis.	Mitchell	February 27, 2013		20/1	
		Muir				
		Transition				
Garza, Irene	Job Coach	Program	February 12, 2013		20/1	
	License Vocational					
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	
				į		

Personnel Calendar Board Meeting - March 12, 2013

6						
NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
PROMOTIONAL APPOINTMENTS	POINTMENTS					
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	
OTIVITATIVE TOO A SIG						
KEASSIGNMENTS						
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	an Food Svcs.	February 19, 2013		32/4	
Salgado, Dennis	Custodian	Saddleback	February 20, 2013		23/6	
REASSIGNMENT (Voluntary Demotion	Voluntary Demotion)					
Diederich, Douglas	Groundskeeper	Bldg. Svcs.	February 25, 2013		24/6	

Board of Education Minutes March 12, 2013

	12, 2013
nengar	- March
	<b>Board Meeting</b>
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NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
ADJUSTMENT OF WORKING ASSIGNMENTS	VORKING ASSIGNN	TENTS				
						From 10.5 months, 5.75
A	Sob Off Acet Sec	Valley	February 15, 2013		24/3	hours to 11 months. 8 hours
Avalus, iviatifua		, auc)	Toring to the control of			
TEMPORARY APPOINTMENTS - Ou	INTMENTS - Out of	t of Class Compensation	nsation			
Andrade, Santiago	Plant Custodian Inter. Bldg. Svcs.	Bldg. Svcs.	February 28, 2013	March 11, 2013	32/3	
Barrett, Shawn	Plant Custodian Inter. Bldg. Svcs.	Bldg. Svcs.	February 19, 2013	February 21, 2013	32/1	
Chamber, Dermont	School Police Officer School Police January 1, 2013	School Police	January 1, 2013	June 30, 2013	40/6 + Graveyard	
					Level 23	
Chavez, Manuel	Police Lieutenant	School Police April 1, 2013	April 1, 2013	June 30, 2013	Step 5 + Bil.	
Chesmore, Brian	School Police Officer School Police January 1, 2013	School Police	January 1, 2013	June 30, 2013	40/6 + Graveyard	
Dowley Today	School Dolice Officer School Police Ismisery 1 2013	School Police	Ianijary 1 2013	Line 30 2013	40/3 + Gravevard	
Dominguez Ramirez, Cynthia	Sch. Off. Mgr. Elem. Heroes	Heroes	January 22, 2013	January 28, 2013	28/2	

Personnel Calendar Board Meeting - March 12, 2013

Doald Meeting - Marcin 12, 2013	101 11, 1013					
NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENIS
	Plant Custodian					
Hernandez, Alvaro	Elem.	Heninger	February 19, 2013	February 22, 2013	28/5	
TEMPORARY APPOINTMENTS - Out	احدا	Class Compe	of Class Compensation (Continuation)	on)		
	Alarm				22/6+	
Johnson, Jeff	Monitor/Dispatcher	School Police	School Police January 1, 2013	June 30, 2013	Graveyard	
					+ 9/04	
Lopez, Rick	School Police Officer School Police January 1, 2013	School Police	January 1, 2013	June 30, 2013	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	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	Sepulveda	February 1, 2013	March 17, 2013	24/2	
	Alarm				22/6+	
Solorio, Mary	Monitor/Dispatcher	School Police	School Police January 1, 2013	June 30, 2013	Graveyard	
	Interpreter Hearing					
Valdez, Cynthia	Impaired	Taft	February 13, 2013	March 27, 2013	32/2 + Bil.	
	Interpreter/Translator					
Villena, Maria	Sp. Ed.	Special Ed.	February 1, 2013	April 30, 2013	32/4	
	School				46/5+	
Yates, Rick	Police/Sergeant	School Police	School Police January 1, 2013	June 30, 2013	Graveyard	
EXTRA DUTY						

Personnel Calendar Board Meeting - March 12, 2013

Contact Summer and a summer of the summer of						
NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
Niiñez Aleiandro	Instr Asst Sev Dis	Adult Transition	[aniiary 14 2013	line 30 2013		
Truites, triejanais			Cross of the Committee			
ACTIVITY SUPERVISORS	ISORS					
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			
EMICATA VA INITOIN						
HOUKLY AFFOINTIMENTS	MENIS					
Schutt, Sara	Instr. Provider	Lathrop	February 19, 2013			
Whaley, Grace	Instr. Provider	McFadden	February 7, 2013			
SUBSTITUTES						
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	

Personnel Calendar Board Meeting - March 12, 2013

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
Maldonado, Rosanne Instructional As	Instructional Asst.		February 20, 2013		19/1	
Manlapaz, Alvin	Maintenance		February 8, 2013		23/1	
Maya, Patricia	Headstart Teacher		February 1, 2013		\$105	
SUBSTITUTES (Continuation)	(tinuation)					
					-	
Miller, Emily	Instructional Asst.		February 22, 2013		1/61	
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	
EXTRA SERVICE ASSIGNMENT	SSIGNMENT					

Segerstrom

Basketball - Girls'

Lueras, Johnny

### AGENDA ITEMS REQUESTS CLASSIFIED 2012-13

	107	2012-13		
TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED EFFECTIVE	EFFECTIVE
2012-13 After School Grades 6-8 Intramural				
Sports - Girls Soccer & Boys Basketball	Office Of Special	ASES - After School		
(Season V) - Classified (Ratification)	Projects	Program	\$11,500	\$11,500 March 4, 2013
AVID Tutors (Correction previously			From 20,000 to	
approved June 26, 2012)	Valley	EIA - SCE	\$30,937	\$30,937 March 13, 2013
Childcare Services	Saddleback	SIG	\$4,000	\$4,000 March 13, 2013
		General Funds		
		Custodial - Extra		
Custodial Extra Duty (Ratification)	Lathrop	Duty OT	\$4,000	\$4,000 February 23, 2013
Physical Education Grant (PEP) Extra Duty		PEP Grant-Commit		
Classified (Ratification)	Special Projects	to be Fit	\$1,200	\$1,200 February 13, 2013
Sig Extended Learning Support Staff -				
Spring	Saddleback	SIG	\$31,000	\$31,000 March 13, 2013

Board Meeting March 12, 2013

### 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 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)

Adopted: (8-98) 5-03 3-13

BP 3100(b)

Santa Ana, CA

T.enal	Reference:		
псдат	EDUCATION CODE		
		33127	Development of standards and criteria for local budgets and expenditures
		33128	Standards and criteria
		33129	Standards and criteria; use by
		35035	local agencies 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	Expenditure limitations
	CODE OF REGULATIONS, T	CITLE 5	
		15440-15452	Criteria and standards for school district budgets

### AGENDA ITEM BACKUP SHEET March 26, 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

### **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 – <u>School-Sponsored Trips</u> and Administrative Regulation (AR) 6153.1 – <u>Extended School-Sponsored Trips</u>.

DM:mb

### SANTA ANA UNIFIED SCHOOL DISTRICT - EXTENDED FIELD TRIPS RECOMMENDED FOR APPROVAL - March 26, 2013

Date:	Schools/Location:	Funding and Cost:	Student(s):	Staff and Chaperone:
March 27-April 6, 2013 (Wednesday-Saturday)	Santa Ana High School Girls' Wrestling Team Girls Folkstyle National Championships Oklahoma City, OK	\$400 per student(s) (cost paid by ASB Fund)	3	1
	Signing of Scholarships, Missouri Baptist University Saint Louis, MO Olympic Training Center Tour Colorado Springs, CO			
April 19-21, 2013 (Friday-Sunday)	Segerstrom High School Kiwins Club Kiwins Club District Convention San Diego	\$250 per student(s) (cost paid by ASB Fund)	30	3
May 10-12, 2013 (Friday-Sunday)	Santa Ana and Valley High Schools Dance Teams Dance and Movement Conference Palm Springs	\$150 per student(s) (cost paid by ASB fund and remaining balance paid by students)	41	4

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

### AGENDA ITEM BACKUP SHEET March 26, 2013

### **Board Meeting**

TITLE: Approval of Head Start Budget Adjustment No. 3 for 2012-13

**Program Year** 

ITEM: Consent

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 for Head Start Budget Adjustment No. 3 for the 2012-13 program year. The Board is the governing body of the Head Start Program and must ensure that appropriate internal controls are established and implemented to safeguard federal funds in accordance with 45 Code of Federal Regulations (CFR) 1301.13.

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

### **RATIONALE:**

In the 2012-13 Head Start Basic Budget, there are projected savings in the personnel section of the budget in the amount of \$164,288. This is due to open positions, employees on unpaid leaves of absence or differential pay, and newly-hired employees at lower salary or benefit levels. As a result, a budget adjustment is needed to transfer funds from personnel to non-personnel program expenses. The funds will be utilized to increase the quality of the program, specifically in the areas of facilities, classroom and office supplies, technology, field trips, and other program needs.

Current		Adjustment		
		Supplies	\$100,788	
		(Instructional and Office)		
		Technology	\$20,000	
Personnel	\$164,288	Field Trips	\$18,000	
		Local Travel	\$500	
		Playground Maintenance	\$25,000	
		Total	\$164,288	

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Not Applicable

### **RECOMMENDATION:**

Approve the Head Start budget adjustment No. 3 for the 2012-13 program year.

HM:sz

### AGENDA ITEM BACKUP SHEET March 26, 2013

### **Board Meeting**

TITLE: Approval of Submission of Target Notable Programs Grant for

Transitional Kindergarten Program for 2013-14 School Year

ITEM: Consent

SUBMITTED BY: Herman Mendez, Assistant Superintendent, Elementary Education PREPARED BY: Michelle Rodriguez, Ed.D., Director, Elementary Student

**Achievement/Charter Schools** 

### **BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval to submit a renewal grant application for the Target Notable Programs that is offered through Target Brand, Inc., to support the continued implementation in all Transitional Kindergarten (TK) classrooms for the 2013-14 school year.

The grant is administrated by Target Brand, Inc. The funding will support the District's emphasis on ensuring every TK student will have an opportunity for targeted instruction and personalized independent practice in a 21<sup>st</sup> Century learning environment.

### **RATIONALE:**

All TK students will receive 200 minutes of instruction with 120 of the minutes focused on small group instruction. The digital programs will facilitate targeted instruction based on student need. Through the incorporation of the digital literacy program, AWARD Reading, every child will have an opportunity for targeted instruction and personalized independent practice. The students will have increased access to literacy at home through the use of the digital program.

### **FUNDING:**

Target Brand, Inc. – Grant Award: \$50,000

### **RECOMMENDATION:**

Approve the submission of the Target Notable Programs renewal grant application for the Transitional Kindergarten program for the 2013-14 school year.

MR:sz

### **GRANT SUMMARY**

Title:	Target Notable Programs Grant				
Funding Source:	Target Brand, Inc.				
Due Date:	August 1, 2013				
Contact Person:	Michelle Rodriguez, Ed.D., Director, Elementary Student Achievement/Charter Schools				
Amount/Duration:	2013-14 school year				
Target Population:	All 35 elementary schools Transitional Kindergarten (TK) classrooms.				
Budget Impact:	Target Brand, Inc. – Grant Award: \$50,000				
Indirect Rate:	None				
Personnel Impact:	District and site administration will monitor the use of the digital program.				
Survey Questions:	There will not be a survey administered.				
Grant Program Description					
Goals/Objectives:	The TK students have shown improved reading and writing ability as compared to their kindergarten counterparts through the use of the digital literacy program. Through the incorporation of the digital literacy program, AWARD Reading, every student will have an opportunity for targeted instruction and personalized independent practice. The students will have increased access to literacy at home through the use of the digital program at home.				
Activities:	All TK students will receive 200 minutes of instruction with 120 of the minutes focused on small group instruction. The digital programs will facilitate targeted instruction based on student needs.				

### AGENDA ITEM BACKUP SHEET March 26, 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

### **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 26, 2013

	Student Name	School/Grade	<b>Charges</b>	Recomm.	<u>Placement</u>	Date Eligible
				<u>Options</u>		to Reapply
1	418409	Century/9	С	1	Community Day HS	06/13/13
2	304649	Century/10	Α	2	Community Day HS	01/13/14
3	325670	Lathrop/7	B, C	2	Community Day Int.	01/13/14
4	332928	Sierra/7	Α	2	Community Day Int.	01/13/14
5	323018	Willard/8	N, .2	2A	Special Education	03/26/14
6	410920	Willard/8	A, B	1	Community Day Int.	06/13/13

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

- (A) Caused, attempted, or threatened to cause physical injury
- Possessed, sold, furnished a weapon, dangerous object, explosives
- (C) Possessed, used, sold, furnished, or under the influence of any controlled substance (e.g. marijuana, cocaine, alcohol, intoxicants).
- (D) Offered, arranged, or negotiated to sell any controlled substance and then either sold, delivered or otherwise furnished to any person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance
- (E) Committed or attempted to commit robbery or extortion
- (F) Caused or attempted to cause damage to school or private property
- (G) Stole or attempted to steal school or private property
- (H) Possessed or used tobacco or tobacco products
- Committed an obscene act or engaged in habitual profanity or vulgarity
- (J) Possessed, offered, or arranged to sell paraphernalia
- K) Disrupted school activities or willfully defied valid authority
- (L) Knowingly received stolen school or private property
- (M) Possessed an imitation firearm

- (N) Committed or attempted to commit a sexual assault as defined by PC 261 or sexual battery PC 243.4
- (O) Harassed, threatened or intimidated a student who is a complaining witness in a school disciplinary proceeding for the purposed of either preventing that student by being a witness or retaliating against that student by being a witness
- (P) Offering to sell or selling SOMA
- (Q) Hazin
- (R) Engaged in the act of bullying, included but not limited to, bullying committed by means of an electronic act, as defined in subdivisions (f) and (g) of section 32261, directed specifically toward a pupil or school personnel
- (T) Aids or abets in physical injury
- (.2) Engaged in sexual harassment (Grades 4-12 only), vulgarity
- (.3) Engaged in hate crime (Grades 4-12 only)
- (.4) Harassment, threat, intimidation (Grades 4-12 only)
- (.7) Terrorist threats against school officials, school property or both

### **EXPULSION RECOMMENDATIONS**

Option 1 to expel for one semester

Option 1A to expel for one semester and suspend enforcement of the expulsion order

Option 2 to expel for two semesters

Option 2A to expel for one calendar year (from the date of the Board meeting)

Option 3 to expel for two semesters and suspend enforcement of the entire expulsion order

Option 4 to expel for two semesters and suspend enforcement of the second semester of the expulsion order

Option 5 to reject the Findings of Fact and not expel (only the Board can recommend this Option)

### AGENDA ITEM BACKUP SHEET March 26, 2013

### **Board Meeting**

TITLE:

Approval of Mediation Agreements and/or Payment/Reimbursement of

Costs Incurred for Students with Disabilities for 2012-13 School Year

ITEM:

Consent

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

### **BACKGROUND INFORMATION:**

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

### **RATIONALE:**

The parties listed participated in a resolution session, settlement conference, mediation, and/or an Individualized Education Program (IEP) meeting following the filing of a due process hearing and agreed to resolve and/or reimburse the parents for costs incurred.

### **FUNDING:**

Special Education: Not to Exceed \$2,959

### RECOMMENDATION:

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

DL:cvl

### Mediation Agreements and/or Payment/Reimbursement of Costs Incurred for Students with Disabilities for 2012-13 School Year

### **Board Meeting: March 26, 2013**

Student ID#	Amount	Parent of
354719	\$664	354719
177630	\$1,213	177630
301749	\$1.082	301749
	1	

Student ID#	Amount	Parent of
319608	Resolved at no cost.	319608

### AGENDA ITEM BACKUP SHEET March 26, 2013

### **Board Meeting**

TITLE:

Ratification of Purchase Order Summary and Listing of Orders

\$25,000 and Over for Period of February 27, 2013 through March 12,

2013

ITEM:

Consent

**SUBMITTED BY:** 

Stefanie P. Phillips, Ed.D., CBO, Deputy Superintendent, Operations

PREPARED BY:

Jonathan Geiszler, Director, Purchasing and Stores

### **BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board ratification of the Purchase Order Summary and Listing of Orders \$25,000 and over for the period of February 27, 2013 through March 12, 2013.

#### RATIONALE:

The Purchase Order Summary consists of all orders created during the period of February 27, 2013 through March 12, 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 February 27, 2013 through March 12, 2013.

SP:mm GR



Stefanie P. Phillips, Ed.D., CBO
Deputy Superintendent,
Operations

March 18, 2013

Date:

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

|--|

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

From: Stefanie P. Phillips, Ed.D., CBO, Deputy Superintendent, Operations

Subject: Purchase Order Summary: From 27-FEB-2013 through 12-MAR-2013

Fund 01 General Fund	\$4,245,830.47	
Fund 12 Child Development	\$13,435.75	
Fund 13 Cafeteria Fund	\$57,529.51	
Fund 14 Deferred Maintenance Fund	\$53,163.10	
Fund 24 SAUSD GO Bond, 2008 Election, Series A Building Fund	\$206,402.57	
Fund 25 Capital Facilities Fund	\$104,408.40	
Fund 26 Measure G Bond	\$174,859.22	
Fund 27 Qualified School Construction Bond	\$582.12	
Fund 28 Measure G	\$382.93	
Fund 29 Measure G	\$2,909.33	
Fund 35 County School Facilities Fund	\$5,057,308.17	
Fund 49 Capital Project Fund for Blended Component Units (CFD)	\$42,247.84	
Fund 68 Workers' Compensation	\$4,950.00	
Fund 69 Health & Welfare	\$120,000.00	
Grand Total:	\$9,330,729.89	

Prepared By: Jonathan Geiszler, Director, Purchasing and Stores

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

### **BOARD OF EDUCATION**

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

PO No. Vendor		se Order Listing \$25,000 a 3 through 12-MAR-2013 I	
	Doonintion		
runaing		Location	Amount
271237 GILBERT & Ongoing & Major	s STEARNS, INC.	BUILDING SERVICES	
SAUSD GO Bond, 20 Election, Series	008 Building A Contractor	TAFT ELEMENTARY SCHOOL	\$1,627.10
Measure G Bond Series B		DAVIS ELEMENTARY SCHOOL	\$1,320.00
Measure G Bond Series B		SIERRA PREPARATORY ACADEMY	\$174.75
Measure G Bond Series B		MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	\$11,986.46
Measure G Bond Series B		SANTA ANA HIGH SCHOOL	\$4,250.17
Measure G Bond Series B		VALLEY HIGH SCHOOL	\$120.98
Measure G Bond Series B		SADDLEBACK HIGH SCHOOL	\$3,558.29
Measure G Bond Series B		SPURGEON INTERMEDIATE SCHOOL	\$115.49
Measure G Bond Series B		CENTURY HIGH SCHOOL	\$1,853.14
Measure G Bond Series B		HENINGER ELEMENTARY SCHOOL	\$569.91
Measure G Series	D Building Contractor	WILLARD INTERMEDIATE SCHOOL	\$382.93
Measure G Series	E	MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	\$2,909.33
OPSC School Facilities Bond	Building Contractor	FACILITIES/GOVERNMENTAL RELATIONS	\$136,459.23
OPSC School Facilities Bond		TAFT ELEMENTARY SCHOOL	\$8,677.42
OPSC School Facilities Bond		SIERRA PREPARATORY ACADEMY	\$5,364.61

# Education Purchase Order Listing \$25,000 and Over From 27-FEB-2013 through 12-MAR-2013 P

PO No.	Vendor	From 27-FEB-2013	through 12-MAR-2013	Page: 2 of 9 BOA Date
Funding		Description	Location	Amount
271237 OPSC Sc	GILBERT & S	STEARNS, INC.	MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	\$4,800.00
OPSC Sc Facilit	chool cies Bond		SANTA ANA HIGH SCHOOL	\$875.59
OPSC Sc Facilit	chool cies Bond		SPURGEON INTERMEDIATE SCHOOL	\$1,947.53
OPSC Sc Facilit	chool cies Bond		SPURGEON INTERMEDIATE SCHOOL	\$390.94
OPSC Sc Facilit	chool cies Bond		CENTURY HIGH SCHOOL	\$494.46
OPSC Sc Facilit	chool cies Bond		HENINGER ELEMENTARY SCHOOL	\$29,709.76
OPSC Sc Facilit	chool cies Bond		HENINGER ELEMENTARY SCHOOL	\$1,064.23
	ty ies Distric entral Park	t	VALLEY HIGH SCHOOL	\$41,859.36
Ongoing	g & Major	dba INTERIOR WALL SY Maintenance t Contracts Repairs	BUILDING SERVICES	\$39,550.72
Measure Series	e G Bond B		MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	\$19,817.00
Measure Series	e G Bond B		SANTA ANA HIGH SCHOOL	\$26,881.47
OPSC Sc Facilit	chool cies Bond	Building Contractor	FACILITIES/GOVERNMENTA	L \$115,699.58
OPSC Sc Facilit	chool cies Bond	Building Contractor	CENTURY HIGH SCHOOL	\$8,727.00
OPSC Sc Facilit	chool cies Bond		HOOVER ELEMENTARY SCHOOL	\$1,185.25
OPSC Sc Facilit	chool cies Bond		SPURGEON INTERMEDIATE SCHOOL	\$19,230.00

# Education Purchase Order Listing \$25,000 and Over From 27-FEB-2013 through 12-MAR-2013 P

PO No.	Vendor	From 27-FEB-2013	through 12-MAR-2013	Page: 3 of 9 BOA Date
Funding		Description	Location	Amount
272332 Ongoing	INTERCOM CL	OCKS & SIGNAL SERVI	CE BUILDING SERVICES	\$339.70
	O Bond, 2008 on, Series A		SANTA ANA HIGH SCHOOL	\$110.60
Capital Fund	Facilities		JACKSON ELEMENTARY SCHOOL	\$6,651.52
Capital Fund	Facilities		GARFIELD ELEMENTARY SCHOOL	\$1,050.70
		Building Contractor	FACILITIES/GOVERNMENTAL RELATIONS	\$22,725.16
Unrestr	ionary	RATION Rental Contracts	DISTRICT-WIDE	\$287,501.11
Unrestr Discret Account	ionary	Rental Contracts	DISTRICT-WIDE	\$883,550.00
SAUSD G	BEN'S ASPHA 30 Bond, 2008 on, Series A		SANTIAGO ELEMENTARY SCHOOL	\$6,913.00
	O Bond, 2008 on, Series A		WILSON ELEMENTARY SCHOOL	\$6,419.00
Communi Redevel	ty opment		SANTIAGO ELEMENTARY SCHOOL	\$2,363.00
Measure Series	e G Bond B		DAVIS ELEMENTARY SCHOOL	\$89,183.00
OPSC Sc Facilit	hool ies Bond	Building Contractor	FACILITIES/GOVERNMENTAL RELATIONS	\$1,239.25
OPSC Sc Facilit	hool ies Bond		ADAMS ELEMENTARY SCHOOL	\$4,782.00
OPSC Sc Facilit	hool ies Bond		SADDLEBACK HIGH SCHOOL	\$2,615.00

# Education Purchase Order Listing \$25,000 and Over From 27-FEB-2013 through 12-MAR-2013 Page 12-MAR-2013

PO No. Vendor	From 27-FEB-2013	through 12-MAR-2013	Page: 4 of 9 BOA Date
Funding	Description	 Location 	Amount
280415 CDW GOVERNM Unrestricted	MENT, INC. Equipment Maintenance	INFORMATION	\$30,000.00
	Maintenance Contracts Repairs		\$6,332.55
	Maintenance t Contracts Repairs	BUILDING SERVICES	\$164.45
	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 GO Bond, 2008 Election, Series A		EDISON ELEMENTARY SCHOOL	\$3,229.67
SAUSD GO Bond, 2008 Election, Series A	3	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	3	SANTA ANA HIGH SCHOOL	\$1,980.21
SAUSD GO Bond, 2008 Election, Series A	3	WILLARD INTERMEDIATE SCHOOL	\$4,543.29
SAUSD GO Bond, 2008 Election, Series A	3	SADDLEBACK HIGH SCHOOL	\$892.90
Capital Facilities Fund		EDISON ELEMENTARY SCHOOL	\$13,482.67
Capital Facilities Fund		SEPULVEDA ELEMENTARY SCHOOL	\$1,507.50

	Vendor		Listing \$25,000 and O through 12-MAR-2013	Page: 5 of 9 BOA Date
Funding		Description		Amount
280439		STEARNS, INC.	LATHROP INTERMEDIATE SCHOOL	\$4,467.60
Capital Fund	Facilities	;	WILLARD INTERMEDIATE SCHOOL	\$4,117.24
Capital Fund	Facilities	;	SADDLEBACK HIGH SCHOOL	\$3,872.25
Develop	er Fees		CENTURY HIGH SCHOOL	\$37,518.61
City Sa Redevel	nta Ana opment		GARFIELD ELEMENTARY SCHOOL	\$1,315.60
OPSC Sc Facilit	hool ies Bond		DAVIS ELEMENTARY SCHOOL	\$1,761.76
OPSC Sc Facilit	hool ies Bond		EDISON ELEMENTARY SCHOOL	\$2,588.55
OPSC Sc Facilit	hool ies Bond		FREMONT ELEMENTARY SCHOOL	\$49,583.44
OPSC Sc Facilit	hool ies Bond		HARVEY ELEMENTARY SCHOOL	\$1,129.15
OPSC Sc Facilit	hool ies Bond		JEFFERSON ELEMENTARY SCHOOL	\$1,145.18
OPSC Sc Facilit	hool ies Bond		MARTIN ELEMENTARY SCHOOL	\$6,607.01
OPSC Sc Facilit	hool ies Bond		MONROE ELEMENTARY SCHOOL	\$9,072.55
OPSC Sc Facilit	hool ies Bond		ROOSEVELT ELEMENTARY SCHOOL	\$403.19
OPSC Sc Facilit	hool ies Bond		SANTIAGO ELEMENTARY SCHOOL	\$620.63
OPSC Sc Facilit	hool ies Bond		GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$6,811.70
OPSC Sc Facilit	hool ies Bond		TAFT ELEMENTARY SCHOOL	\$568.60

# Education Purchase Order Listing \$25,000 and Over From 27-FEB-2013 through 12-MAR-2013 P

PO No. Vendor	From 27-FEB-2013	through 12-MAR-2013	Page: 6 of 9 BOA Date
Funding	Description	Location	Amount
280439 GILBERT & S 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	\$10,924.98
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
OPSC School Facilities Bond		HARVEY ELEMENTARY SCHOOL	\$8,707.04
OPSC School Facilities Bond		JEFFERSON ELEMENTARY SCHOOL	\$4,104.00
OPSC School Facilities Bond		FRANKLIN ELEMENTARY SCHOOL	\$1,384.35
OPSC School Facilities Bond		MUIR FUNDAMENTAL ELEMENTARY SCHOOL	\$109.63
OPSC School Facilities Bond		WILLARD INTERMEDIATE SCHOOL	\$1,935.00
OPSC School Facilities Bond		MCFADDEN INTERMEDIATE SCHOOL	\$1,015.02
280617 MARDAN CENT Special Education	ER OF EDUCATION THE Non Public Schools Contracts		2012/06/26 \$113,000.00

### Education Purchase Order Listing \$25,000 and Over

		through 12-MAR-2013	
PO No. Vendor			BOA Date
Funding	Description	Location	Amount
280691 COMMERCIAL Ongoing & Major	AQUATIC SERVICES, I	NC. BUILDING SERVICES	
		BUILDING SERVICES	\$27,707.78
SAUSD GO Bond, 2008 Election, Series A		MITCHELL CHILD DEVELOPMENT CENTER	\$10,030.00
OPSC School Facilities Bond		FREMONT ELEMENTARY SCHOOL	\$1,577.00
OPSC School Facilities Bond		MONTE VISTA ELEMENTARY SCHOOL	\$60,308.46
OPSC School Facilities Bond		SEPULVEDA ELEMENTARY SCHOOL	\$8,220.00
OPSC School Facilities Bond		SIERRA PREPARATORY ACADEMY	\$2,463.25
		RISK MANAGEMENT	\$34,000.00
281397 DEPARTMENT Unrestricted Discretionary Accounts	Other Contracts		\$45,000.00
283166 GHATAODE BA SAUSD GO Bond, 2008 Election, Series A	ANNON ARCHITECTS, LL Building Architect		\$61,200.40
284599 SEGERSTROM ARRA Title 1 School Improvement Grant	Sub-Agreements for	SIERRA PREPARATORY ACADEMY	\$3,950.00
	Consultants Instructional	SIERRA PREPARATORY ACADEMY	\$25,000.00
285127 KAPLAN K-12 Unrestricted - CAHSEE Intensive	Sub-Agreements for	SADDLEBACK HIGH SCHOOL	2013/01/29 \$56,446.00
285573 FAMSOFT COF Health & Welfare		DISTRICT-WIDE	\$80,000.00

### Education Purchase Order Listing \$25,000 and Over

PO No Vendor		Listing \$25,000 and 0 3 through 12-MAR-2013	
Funding	Description		Amount
285574 BARNEY AND Health & Welfare	BARNEY, LLC	DISTRICT-WIDE	
285587 THE BANK Of Unrestricted Discretionary Accounts	Other Authorized	RUST COMPANY, N.A. DISTRICT-WIDE	\$1,421,916.88
SAUSD GO Bond, 200	8 Building Lab Tests	ENVIROMENTAL SCIENCE S WILLARD INTERMEDIATE SCHOOL	\$77,197.00
285671 PARK WEST : OPSC School Facilities Bond	LANDSCAPE, INC. Building Contractor	WILLARD INTERMEDIATE SCHOOL	\$1,706,000.00
Unrestricted	NTY TREASURER-TAX CO Legal Audit and Election Contracts	DISTRICT-WIDE	\$49,816.17
285744 DIGITAL NE	TWORKS GROUP, INC.	DIAMOND ELEMENTARY SCHOOL	\$103,838.30
	Building	WILLARD INTERMEDIATE SCHOOL	\$459,791.25
285850 CALIFORNIA OPSC School Facilities Bond	ENGINEERING CONTRAC Building Contractor	CTING WILLARD INTERMEDIATE SCHOOL	\$229,236.00
285859 NEXUS IS, OPSC School Facilities Bond	INC.	GARFIELD ELEMENTARY SCHOOL	\$422,247.41
285866 NEXUS IS, OPSC School Facilities Bond	INC.	GARFIELD ELEMENTARY SCHOOL	\$81,000.76
285870 NEXUS IS, OPSC School Facilities Bond	INC.	GARFIELD ELEMENTARY SCHOOL	\$130,940.19
285871 TJ JANCA CO OPSC School Facilities Bond	ONSTRUCTION, INC.	FREMONT ELEMENTARY SCHOOL	\$60,550.00

Education Purchase Order Listing \$25,000 and Over From 27-FEB-2013 through 12-MAR-2013 Page: 9 of 9

		From Z/-FEB-ZUIS	s through 12-MAR-201.	rage:	9	OI :	9
PO No.	Vendor			]	BOA	Date	9
							-
Funding		Description	Location		An	oun	t
							-

285890 NEXUS IS, INC.

OPSC School LATHROP \$534,958.57 INTERMEDIATE SCHOOL

Facilities Bond

### AGENDA ITEM BACKUP SHEET March 26, 2013

### **Board Meeting**

TITLE:

Ratification of Expenditure Summary and Warrant Listing for Period

of February 27, 2013 through March 12, 2013

ITEM:

Consent

SUBMITTED BY:

Stefanie P. Phillips, Ed.D., CBO, Deputy Superintendent, Operations

PREPARED BY:

Christeen Betz, Director, Accounting

#### **BACKGROUND INFORMATION:**

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

### **RATIONALE:**

The Expenditure Summary consists of all warrants created during the period of February 27, 2013 through March 12, 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 February 27, 2013 through March 12, 2013.

SP:mm AR

# Santa Ana Unified School District

Santa Ana United Stefanie P. Phillips, Ed.D., CBO Deputy Superintendent, Operations

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

Date: March 13, 2013

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

From: Stefanie P. Phillips, Ed.D., CBO, Deputy Superintendent, Operations

Subject: Expenditures Summary: From 27-FEB-2013 through 12-MAR-2013

Fund 01	General Fund	\$8,135,010.97
Fund 12	Child Development	\$258.73
Fund 13	Cafeteria Fund	\$710,276.68
Fund 14	Deferred Maintenance Fund	\$58,862.82
Fund 24	SAUSD GO Bond, 2008 Election, Series A Building Fund	\$73,038.34
Fund 25	Capital Facilities Fund	\$51,230.00
Fund 26	Measure G Bond	\$72,419.95
Fund 27	Qualified School Construction Bond	\$357,626.35
Fund 35	County School Facilities Fund	\$399,935.92
Fund 40	Special Reserve Fund	\$311,977.56
Fund 49	Capital Project Fund for Blended Component	\$2,000.00
Fund 68	Workers' Compensation	\$258,763.44
Fund 69	Health & Welfare	\$1,354,943.83
Fund 81	Property & Liability	\$2,040.00
	Total Expenditures:	\$11,788,384.59

Prepared By: Christeen Betz, Director, Accounting

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

### **BOARD OF EDUCATION**

# SAUSD Board of Education Warrant Listing February 27, 2013

	February 27, 2013		Page 1 of 6
Check #	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 0	1 General Fund		
84178749	EASTMAN KODAK COMPANY		\$149,447.16
	Unrestricted Discretionary Accounts	PUBLICATIONS	
84178767	THINK TOGETHER		\$1,024,615.46
04170707	21st Century ASSETS (roll-up 4124)	DEPUTY SUPERINTENDENT'S OFFICE	ψ1,024,010.40
	21st Century Community Learning Centers	DEPUTY SUPERINTENDENT'S OFFICE	
	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	DEPUTY SUPERINTENDENT'S OFFICE	
84178771	XEROX CORPORATION		\$116,743.44
	Unrestricted Discretionary Accounts	DISTRICT-WIDE	
84178785	DEVEREUX TEXAS TREATMENT NETWORK		\$27,996.54
	Special Ed: Mental Health Services	SPECIAL EDUCATION	
	Special Education	SPECIAL EDUCATION	
84178878	AREY JONES EDUCATIONAL SOLUTIONS		\$26,530.45
	ARRA Title 1 School Improvement Grant (SIG) PLAS	WILLARD INTERMEDIATE SCHOOL	, ,
	Economic Impact Aid	ROOSEVELT ELEMENTARY SCHOOL	
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
	Medi-Cal Billing Option	TRANSITION PROGRAMS	
	Unrestricted Discretionary Accounts	ROOSEVELT ELEMENTARY SCHOOL	
		SUPERINTENDENT'S OFFICE	
84178861	SOUTHWEST SCHOOL AND OFFICE SUPPLY		\$29,475.15
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	<b>,</b> ,
		WAREHOUSE AND DELIVERY	
84178738	ORANGE COUNTY HIGH SCHOOL OF THE ARTS		\$101,771.44
	Special Education	SPECIAL EDUCATION	. , .
84178854	ROSSIER PARK JUNIOR/SENIOR HIGH SCHOOL		\$64,375.75
	Special Education	SPECIAL EDUCATION	¥= 1,== <b>3 3</b>

	February 27, 2	2013	Page 2 of 6
Check #	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84178819	THE BANK OF NEW YORK MELLON TRUST COMPANY		\$1,592,112.50
	Unrestricted Discretionary Accounts	DISTRICT-WIDE	
84178805	RESILITE SPORTS PRODUCTS Unrestricted Discretionary Accounts	SADDLEBACK HIGH SCHOOL	\$27,112.69
84178920	THERAPEUTIC EDUCATION CENTERS		\$31,372.00
	Special Education	SPECIAL EDUCATION	

February 27, 2013 Page 3 of 6

<u>Check # Vendor</u> <u>Location</u> <u>Amount</u>

**Fund 13 Cafeteria Fund** 

84178960 GOLD STAR FOODS \$63,794.27

Child Nutrition: School Programs CARR INTERMEDIATE SCHOOL

CENTURY HIGH SCHOOL

FOOD 4 THOUGHT

MCFADDEN INTERMEDIATE SCHOOL

SADDLEBACK HIGH SCHOOL

SANTA ANA HIGH SCHOOL

SEGERSTROM HIGH SCHOOL

VILLA FUNDAMENTAL INTERMEDIATE SCHOOL

84178943 A & R WHOLESALE DISTRIBUTORS \$37,254.66

Child Nutrition: School Programs CARR INTERMEDIATE SCHOOL

CENTURY HIGH SCHOOL

CHAVEZ CONTINUATION HIGH SCHOOL

FOOD 4 THOUGHT

GODINEZ FUNDAMENTAL HIGH SCHOOL

SIERRA PREPARATORY ACADEMY

VILLA FUNDAMENTAL INTERMEDIATE SCHOOL

WILLARD INTERMEDIATE SCHOOL

84178958 GOLD STAR FOODS \$93,221.95

Child Nutrition: School Programs FOOD 4 THOUGHT

MCFADDEN INTERMEDIATE SCHOOL

SANTA ANA HIGH SCHOOL

SEGERSTROM HIGH SCHOOL

SIERRA PREPARATORY ACADEMY

VILLA FUNDAMENTAL INTERMEDIATE SCHOOL

WILLARD INTERMEDIATE SCHOOL

February 27, 2013 Page 4 of 6

<u>Check # Vendor</u> <u>Location</u> <u>Amount</u>

84178962 GOLD STAR FOODS \$43,577.78

Child Nutrition: School Programs CARR INTERMEDIATE SCHOOL

FOOD 4 THOUGHT

GODINEZ FUNDAMENTAL HIGH SCHOOL

LATHROP INTERMEDIATE SCHOOL

MCFADDEN INTERMEDIATE SCHOOL

SANTA ANA HIGH SCHOOL

SIERRA PREPARATORY ACADEMY

VILLA FUNDAMENTAL INTERMEDIATE SCHOOL

84178964 GOLD STAR FOODS \$29,552.48

Child Nutrition: School Programs FOOD 4 THOUGHT

84178966 GOLD STAR FOODS \$73,475.87

Child Nutrition: School Programs CARR INTERMEDIATE SCHOOL

CENTURY HIGH SCHOOL

**FOOD 4 THOUGHT** 

GODINEZ FUNDAMENTAL HIGH SCHOOL

LATHROP INTERMEDIATE SCHOOL

MACARTHUR FUNDAMENTAL INTERMEDIATE

SCHOOL

MENDEZ FUNDAMENTAL INTERMEDIATE

SCHOOL

SIERRA PREPARATORY ACADEMY

SPURGEON INTERMEDIATE SCHOOL

VALLEY HIGH SCHOOL

VILLA FUNDAMENTAL INTERMEDIATE SCHOOL

WILLARD INTERMEDIATE SCHOOL

# SAUSD Board of Education Warrant Listing February 27, 2013

Check # Vendor Location Amount

84178956 GOLD STAR FOODS \$127,696.70

Child Nutrition: School Programs CARR INTERMEDIATE SCHOOL

FOOD 4 THOUGHT

LATHROP INTERMEDIATE SCHOOL

SADDLEBACK HIGH SCHOOL

SANTA ANA HIGH SCHOOL

VILLA FUNDAMENTAL INTERMEDIATE SCHOOL

Page 5 of 6

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

84178994 GHATAODE BANNON ARCHITECTS, LLP \$37,950.00

Fund 24 SAUSD GO Bond, 2008 Election, Series A Building Fund WILLARD INTERMEDIATE SCHOOL

### **Fund 25 Capital Facilities Fund**

84178995 MCGRATH RENTCORP dba MOBILE MODULAR \$34,380.00

Fund 25 Capital Facilities Fund GARFIELD ELEMENTARY SCHOOL

### **Fund 26 Measure G Bond**

84178929 DIGITAL NETWORKS GROUP INC \$72,419.95

Fund 26 Measure G Bond Series B SANTA ANA HIGH SCHOOL

### **Fund 27 Qualified School Construction Bond**

84178933 R&H INDUSTRIES dba BEST ELECTRIC \$178,400.00

Fund 27 1st Issuance Qualified School Construction Bond SANTA ANA HIGH SCHOOL

84178930 A.J. FISTES CORPORATION \$59,886.00

Fund 27 1st Issuance Qualified School Construction Bond SANTA ANA HIGH SCHOOL

84178931 CONTINENTAL FLOORING, INC. \$83,012.60

Fund 27 1st Issuance Qualified School Construction Bond SANTA ANA HIGH SCHOOL

84178932 CONTINENTAL MARBLE & TILE CO. \$36,327.75

Fund 27 1st Issuance Qualified School Construction Bond SANTA ANA HIGH SCHOOL

February 27, 2013 Page 6 of 6

Check # Vendor Location Amount

**Fund 35 County School Facilities Fund** 

84178938 LETNER ROOFING COMPANY \$33,950.30

Fund 35 OPSC School Facilities Bond Projects-Second Issuance GREENVILLE FUNDAMENTAL ELEMENTARY

**SCHOOL** 

84179003 JL COBB PAINTING \$51,068.82

Fund 35 OPSC School Facilities Bond Projects SANTA ANA HIGH SCHOOL

84178936 GAMMA BUILDERS, INC. \$26,362.00

Fund 35 OPSC School Facilities Bond Projects-Second Issuance SPURGEON INTERMEDIATE SCHOOL

**Fund 40 Special Reserve Fund** 

84179010 VERIZON SELECT SERVICES, INC. \$286,381.54

Fund 40 Special Reserve Fund ESQUEDA ELEMENTARY SCHOOL

HEROES ELEMENTARY SCHOOL

LINCOLN ELEMENTARY SCHOOL

MENDEZ FUNDAMENTAL INTERMEDIATE

SCHOOL

**Fund 68 Workers' Compensation** 

84179013 SANTA ANA UNIFIED SCHOOL DISTRICT MEDICAL SELF \$78,835.02

Fund 68 Workers' Compensation RISK MANAGEMENT

Fund 69 Health & Welfare

84179015 SANTA ANA UNIFIED SCHOOL DISTRICT \$500,000.00

Health & Welfare - Active Employees DISTRICT EMPLOYEE BENEFITS

Health & Welfare - Retired Employees DISTRICT EMPLOYEE BENEFITS

84179014 DELTACARE USA \$47,054.08

Health & Welfare - Active Employees DISTRICT EMPLOYEE BENEFITS

Health & Welfare - Retired Employees DISTRICT EMPLOYEE BENEFITS

*Grand Total:* \$5,186,154.35

	March 06, 2013		Page 1 of 5
Check #	<u>Vendor</u>	<b>Location</b>	<u>Amount</u>
Fund 0	1 General Fund		
84179213	ORANGE COUNTY DEPARTMENT OF EDUCATION		\$194,099.25
	Special Education	SPECIAL EDUCATION	
84179018	EL SOL SCIENCE AND ARTS ACADEMY		\$122,317.00
	Fund 01 General Fund	CASH ACCOUNT	
84179019	NOVA ACADEMY EARLY COLLEGE HIGH SCHOOL		\$62,946.00
	Fund 01 General Fund	CASH ACCOUNT	
84179020	ORANGE COUNTY EDUCATIONAL ARTS ACADEMY		\$95,706.00
01110020	Fund 01 General Fund	CASH ACCOUNT	<b>400,100,00</b>
044=0004			****
84179021	ORANGE COUNTY HIGH SCHOOL OF THE ARTS Fund 01 General Fund	CASH ACCOUNT	\$301,361.00
84179026	SOUTHERN CALIFORNIA EDISON Head Start	CHILD DEVELOPMENT	\$329,690.44
	Unrestricted - Regional Occupational Centers/Program (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	
	Unrestricted Discretionary Accounts	DISTRICT-WIDE	
84179063	REGENTS OF THE UNIVERSITY OF CALIFORNIA AT		\$56,000.00
	Gear Up IV (RSCC Fiscal Agent)	SECONDARY DIVISION	
	IASA:Title I Basic Grants Low-Income and Neglected, Part A	STAFF DEVELOPMENT	
84179064	REVOLVING CASH FUND		\$41,843.15
	Beginning Teacher-BTSA	CASH ACCOUNT	
	Education Academy [0434] CHS	CENTURY HIGH SCHOOL	
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
		HUMAN RESOURCES DIVISION	
	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	
		GODINEZ FUNDAMENTAL HIGH SCHOOL	
		SADDLEBACK HIGH SCHOOL	
		SANTA ANA HIGH SCHOOL	

	March 06, 2013		Page 2 of 5
Check #	<u>Vendor</u>	<b>Location</b>	<u>Amount</u>
84179074	THINK TOGETHER		\$1,026,352.52
	21st Century ASSETS (roll-up 4124)	DEPUTY SUPERINTENDENT'S OFFICE	
	21st Century Community Learning Centers	DEPUTY SUPERINTENDENT'S OFFICE	
	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	DEPUTY SUPERINTENDENT'S OFFICE	
	IASA:Title I Basic Grants Low-Income and Neglected, Part A	STUDENT ACHIEVEMENT	
84179017	EDWARD B. COLE, SR. ACADEMY		\$62,142.00
	Fund 01 General Fund	CASH ACCOUNT	

March 06, 2013 Page 3 of 5

Check # Vendor Location Amount 84179188 CDW GOVERNMENT, INC. \$28,040.66 **CENTURY HIGH SCHOOL** ARRA Title 1 School Improvement Grant (SIG) PLAS SADDLEBACK HIGH SCHOOL STAFF DEVELOPMENT Beginning Teacher-BTSA Carl D Perkins Section 131 Career and Technical Education act of 1998 **VOCATIONAL EDUCATION** JACKSON ELEMENTARY SCHOOL **Economic Impact Aid** LINCOLN ELEMENTARY SCHOOL MADISON ELEMENTARY SCHOOL Fund 01 General Fund ACCOUNTING DEPARTMENT Special Education SPECIAL EDUCATION SPEECH & LANGUAGE **CENTURY HIGH SCHOOL Unrestricted Discretionary Accounts** CHAVEZ CONTINUATION HIGH SCHOOL DAVIS ELEMENTARY SCHOOL EMPLOYEE BENEFITS ADMINISTRATION GODINEZ FUNDAMENTAL HIGH SCHOOL HEROES ELEMENTARY SCHOOL MACARTHUR FUNDAMENTAL INTERMEDIATE **SCHOOL** ROOSEVELT ELEMENTARY SCHOOL SANTA ANA HIGH SCHOOL SEGERSTROM HIGH SCHOOL TAFT ELEMENTARY SCHOOL WILSON ELEMENTARY SCHOOL

84179229 UNISOURCE WORLDWIDE, INC. \$25,583.04

Fund 01 General Fund WAREHOUSE AND DELIVERY

84179262 THE BANK OF NEW YORK MELLON TRUST COMPANY \$1,421,916.88

Unrestricted Discretionary Accounts DISTRICT-WIDE

March 06, 2013 Page 4 of 5

<u>Check # Vendor</u> <u>Location</u> <u>Amount</u>

84179095 HOLT-MCDOUGAL \$160,502.43

Fund 01 General Fund ACCOUNTING DEPARTMENT

Lottery: Instructional Materials STATE TEXTBOOKS

**Fund 13 Cafeteria Fund** 

84179275 GOLD STAR FOODS \$30,945.63

Child Nutrition: School Programs CENTURY HIGH SCHOOL

**FOOD 4 THOUGHT** 

GODINEZ FUNDAMENTAL HIGH SCHOOL

LATHROP INTERMEDIATE SCHOOL

SADDLEBACK HIGH SCHOOL

SIERRA PREPARATORY ACADEMY

VILLA FUNDAMENTAL INTERMEDIATE SCHOOL

84179278 GOLD STAR FOODS \$25,827.95

Child Nutrition: School Programs CENTURY HIGH SCHOOL

FOOD 4 THOUGHT

GODINEZ FUNDAMENTAL HIGH SCHOOL

LATHROP INTERMEDIATE SCHOOL

MENDEZ FUNDAMENTAL INTERMEDIATE

SCHOOL

SADDLEBACK HIGH SCHOOL

SANTA ANA HIGH SCHOOL

VALLEY HIGH SCHOOL

VILLA FUNDAMENTAL INTERMEDIATE SCHOOL

**Fund 14 Deferred Maintenance Fund** 

84179294 ALLSTAR PAVING COMPANY, INC. \$25,123.00

Fund 14 Deferred Maintenance Fund BUILDING SERVICES

March 06, 2013 Page 5 of 5

<u>Check # Vendor</u> <u>Location</u> <u>Amount</u>

**Fund 35 County School Facilities Fund** 

84179308 NEXUS IS, INC. \$77,756.58

Fund 35 OPSC School Facilities Bond Projects MACARTHUR FUNDAMENTAL INTERMEDIATE

**SCHOOL** 

84179311 PCM3, INC. \$70,191.66

Fund 35 OPSC School Facilities Bond Projects SADDLEBACK HIGH SCHOOL

**Fund 68 Workers' Compensation** 

84179323 SANTA ANA UNIFIED SCHOOL DISTRICT MEDICAL SELF \$170,765.30

Fund 68 Workers' Compensation RISK MANAGEMENT

Fund 69 Health & Welfare

84179324 ALAMEDA COUNTY SCHOOLS INSURANCE GROUP (ACSIG) \$807,889.75

Health & Welfare - Active Employees DISTRICT EMPLOYEE BENEFITS

Health & Welfare - Retired Employees DISTRICT EMPLOYEE BENEFITS

*Grand Total:* \$5,137,000.24

### AGENDA ITEM BACKUP SHEET March 26, 2013

### **Board Meeting**

TITLE:

Approval/Ratification of Listing of Agreements/Contracts with Santa

Ana Unified School District and Various Consultants Submitted for

Period of February 27, 2013 through March 12, 2013

ITEM:

Consent

**SUBMITTED BY:** 

Stefanie P. Phillips, Ed.D., CBO, Deputy Superintendent, Operations

PREPARED BY:

Jonathan Geiszler, Director, Purchasing and Stores

### **BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval/ratification of the listing of agreements/contracts with Santa Ana Unified School District and various consultants submitted for the period of February 27, 2013 through March 12, 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 February 27, 2013 through March 12, 2013.

SP:mm CR

# 2012-13 LISTING OF CONSULTANTS/CONTRACTED SERVICES Submitting Division: Educational Services

March 26, 2013

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED	REQ. NO.
1.	Michael James Lucas	Professional Development, BTSA, and Staff Development: Will provide video recording services as teachers conduct demonstration lessons that will take place at various school sites for the implementation of Common Core State Standards lessons. A video library will be created for all District teachers to access the various professional development training lessons.	March 27, 2013 through June 30, 2013		Title II-A	\$3,000.00	138508
2.	Dr. Victor M. Rios	Willard Intermediate School: Increase to P.O. #284506. Will provide professional development workshop to staff members, training for parents, and a workshop to help 8 <sup>th</sup> grade students to succeed in post-secondary learning environments.	March 27, 2013 through June 30, 2013		Title I	\$427.58	138223
3.	Padres Unidos dba Patricia Huerta	Martin Elementary School: Will be working with children ages 3-5 who are not attending any school. Children attending the program will be better prepared to enter a formal school. Parents will also participate in the program.	March 27, 2013 through June 30, 2013		Title I	\$6,000.00	138183

### 2012-13 LISTING OF CONSULTANTS/CONTRACTED SERVICES

**Submitting Division: Educational Services** 

March 26, 2013

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED	REQ. NO.
4.	FCB Educational Services dba Frances C. Byfield	Special Projects: Will provide coordination, support, and facilitation of the collection of physical activity data by sampling selected students from 22 Santa Ana Unified School District schools.	March 27, 2013 through June 30, 2013		Physical Education Program (PEP) Grant Fund	\$12,800.00	139024
5.	Richard Hight dba Academic Entertainment	Sierra Preparatory Academy: Will provide assemblies to all students. Consultant will focus on the development of an 8' piece of artwork which will provide the foundation for his keynote presentation on helping students to find their gifts and talents. The artwork will remain at the school site.	June 10, 2013		School Improvement Grant (SIG)	\$3,750.00	138873
6.	Padres Unidos dba Patricia Huerta	King Elementary: Increase to P.O. #283554. To serve additional parents who did not attend the earlier school's outreach. Parents will be presented with strategies on how to engage and provide a path to support student learning at home.	March 27, 2013 through June 30, 2013		Title I	\$2,000.00	139137
7.	Cambridge Education, LLC Ratification	Valley High School: Conducted a comprehensive School Quality Review (SQR) to identify baseline data and critical academic needs. The additional hours were to support the school staff on development of a schoolwide discipline policy. Originally Board Approved: February 28, 2012	August 6, 2012 through November 20, 2012		School Improvement Grant (SIG)	\$111,600.00	138743

# **2012-13 LISTING OF CONSULTANTS/CONTRACTED SERVICES**

# Submitting Division: Business Services March 26, 2013

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED	REQ. NO.
8.	Body & Brain YOGA	Will provide yoga classes for District employees as part of the Wellness Program. Cost will be reimbursed from Blue Shield Wellness. The eight weeks, two-cycle classes will be held at Villa Fundamental Intermediate School.	March 27, 2013 through June 30, 2013		Fund 69	\$2,000.00	138429
9.	Connie Rach	Will provide services to the Benefits department with technical and professional support to manage and implement an appropriate program on how to organize the payroll department to support employee benefits.	March 27, 2013 through June 30, 2013		General Fund	\$28,000.00	139538

# 2012-13 LISTING OF CONSULTANTS/CONTRACTED SERVICES Submitting Division: Support Services March 26, 2013

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED	REQ. NO.
10.	Atkinson, Andelson, Loya, Ruud, & Romo	Will provide legal services related to Pupil Support Services.	March 27, 2013 through June 30, 2013		Pupil Support Services	\$2,000.00	138792
11.	Diana Browning Wright, Inc.	Will provide a legally sound and effective two- day training in threat assessment to administrators, counselors, and psychologists.	April 8, 2013 through April 9, 2013		Special Ed.	\$7,800.00	138226
12.	Progressive Community & Vocational Services, LLC	Will provide one-on-one vocational training for a special education student.	March 27, 2013 through June 30, 2013		Special Ed.	\$13,797.00	139264

### AGENDA ITEM BACKUP SHEET March 26, 2013

### **Board Meeting**

TITLE:

Approval and Ratification of Disposal of Obsolete Unrepairable

Computer Equipment, Miscellaneous Furniture, and Equipment

ITEM:

**Consent** 

**SUBMITTED BY:** 

Stefanie P. Phillips, Ed.D., CBO, Deputy Superintendent, Operations

PREPARED BY:

Holger Kasper, Director, Logistics

### **BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval and ratification of the disposal of obsolete and/or economically unrepairable computer equipment, miscellaneous furniture and equipment, pursuant to Board Policy 3270.

#### **RATIONALE:**

Administration from various sites has submitted requests for disposal of surplus equipment and furniture that are no longer usable at their site. The items are obsolete and/or unrepairable. All obsolete or non-repairable equipment and furniture will be disposed of in the most appropriate manner. Authorization by the Board is required for disposal.

### **FUNDING:**

Not Applicable

#### **RECOMMENDATION:**

Approve and ratification of the disposal of obsolete unrepairable computer equipment, miscellaneous furniture and equipment.

SP:mm

Qty.	Description 1 BOX OF KEYBOARDS &	Tag Number	Asset Number	Serial Number	Model Number	Date In Service	Cost	PO #	Location
1	CABLES 1 BOX OF KEYBOARDS &	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8	MOUSE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	1 BOX W/BATTERIES, CABLES, & KEYBOARDS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	1 BOX W/COMPUTER BATTERIES	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	1 BOX W/COMPUTER				-	·			
2	CABLES & TELEPHONES 1 BOX W/COMPUTER	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	KEYBOARDS 1 BOX W/COMPUTER	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	KEYBOARDS & CABLES  1 BOX W/COMPUTER	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	KEYBOARDS & MICE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	1 BOX W/COMPUTER SPEAKERS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	1 BOX W/COMPUTER, CABLES & KEYBOARDS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	14 BOXES COMPUTER KEYBOARDS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	2 BOXES OF COMPUTER		,	·	-		,		
2	KEYBOARDS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	2 BOXES OF HEADPHONES 3 BOXES 2/KEYBOARDS,	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
3	MICE , & CABLES	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
3	3 BOXES OF HEADPHONES	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
16	Alpha Smart	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Alpha Smart Pro	84548	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Alpha Smart Pro	84550	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Alpha Smart Pro	84558	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Alpha Smart Pro	84559	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Alpha Smart Pro	84564	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Alpha Smart Pro	84576	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Alpha Smart Pro	88953	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Amplifier	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Apple Computer	4176	13082	NA	M7768	28-May-01	\$ 1,000.00	N/A	N/A
1	Apple Computer	4335	14827	SG9321TFGSM	MAC G3	7-Feb-00	\$ 1,211.00	N/A	N/A
1	Apple Computer	16397	22528	XA0067NTHLA	MAC G4	22-Feb-00	\$ 1,792.00	N/A	N/A
1	Apple Computer	21937	19675	NA	NA	28-May-01	\$ 1,900.00	N/A	N/A
1	Apple Computer	9953	23721	XA9200NCGJ0	M5183	28-May-01	\$ 1,938.00	N/A	N/A
1	Apple Computer	16297	23151	XB02228SHSG	MAC G4	27-Sep-00	\$ 2,693.00	N/A	N/A
1	Apple Computer	9983	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Apple Computer	79182	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Apple Computer	110975	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Apple Computer	115168	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Apple Computer	115169	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Qty.	Description	Tag Number	Asset Number	Serial Number	Model Number	Date In Service	Cost	PO #	Location
1	Apple Computer	115172	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Apple Computer	115173	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Apple Computer	115176	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Apple Computer	115178	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Apple Computer	115179	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Apple Computer	115180	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	., ,	115181	N/A	N/A			N/A		
1	Apple Computer				N/A	N/A		N/A	N/A
1	Apple Computer	115697	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Apple Computer	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	AVERMEDIA LCD Projector	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	BOX COMPUTER CABLES BOX OF CALIFONE FM	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	TRANSMITTERS BOX W/COMPUTER	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	COMPONENTS BOX W/KEYBOARDS & BOX	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	W/CALCULATORS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	BOX W/SPEAKERS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
7	BROTHER Printer	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	BROTHER Typewriter	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Calculator CALIFONE Cassette	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
13	Recorder CALIFONE Headphones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
5	Sets	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	CALIFONE Radio	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
15	CALIFONE Stereo	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	CANNON Scanner	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	CANON LCD Projector	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	CANON Scanner/Printer	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	CASIO Digital Camera	113059	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Cassette Recorder	72880	119758	2UA0340YP4	HP 6000 PRO	1-Jul-09	\$ 745.25	N/A	N/A
1	Cassette Recorder	3997	3430	NA	NA	28-May-01	\$ 2,450.00	N/A	N/A
1	Cassette Recorder	52494	N/A	N/A	N/A	N/A	N/A	N/A	N/A
7	Cassette Recorder	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	CD/CDV/LD Player	3579	10837	NA	1100PSE	28-May-01	500	N/A	N/A
1	CD/CDV/LD Player	33121	32372	BATT043025CC	CLD-V2800	8-Apr-02	\$ 803.00	N/A	N/A
1	CISCO Server	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	CISCO Aeronet	57399	92742	, 1111R085	, 1232AG	8-May-07	\$ 673.42	N/A	N/A
1	CISCO Catalyst 5000	8025	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Qty.	Description	Tag Number	Asset Number	Serial Number	Model Number	Date In Service	Cost	PO#	Location
1	CISCO Catalyst 5509	4167	13072	NA	NA	28-May-01	\$ 4,000.00	N/A	N/A
1	CISCO System Catalyst 2900	102885	N/A	N/A	N/A	N/A	N/A	N/A	N/A
30	CISCO System Server	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	CISCO Telephone Router	22321	30799	NA NA	CISCO3600S	28-May-01	\$ 2,119.00	N/A	N/A
2	CISCO UPS System	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
6	COMPAQ Computer	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Compressed Air Dryer	110372	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	,								
1	Computer	3607	10886	SN23MRNB5	MT6563-86U	28-May-01	\$ 1,775.00	N/A	N/A
1	Computer	3615	10899	SN23MRKF0	MT6563-86U	28-May-01	\$ 1,775.00	N/A	N/A
1	Computer	6653	9915	78ZGMKA	6563-95U	28-May-01	\$ 1,775.00	N/A	N/A
1	Computer	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Computer Monitor	79371	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Computer Monitor	97566	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Computer Monitor	99190	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Computer Monitor	114878	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Computer Monitor	115123	N/A	N/A	N/A	N/A	N/A	N/A	N/A
21	Computer Monitor	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
3	Computer Monitor	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
26	DELL Computer Monitor	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	ENVISION Computer Monitor	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
5	IBM Computer Monitor	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
4	VIASONIC Computer Monitor	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Computer Projection Panel	69860	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	Computer Speakers	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	DELL Computer	44302	83084	1QPCS71	OPTIPLEX GX280 MINITOWER	29-Jun-05	\$ 849.90	N/A	N/A
1	DELL Computer	44142	83060	9377\$71	OPTIPLEX GX280 MINITOWER	29-Jun-05	\$ 853.83	N/A	N/A
1	DELL Computer	44145	83070	2477\$71	OPTIPLEX GX280 MINITOWER	29-Jun-05	\$ 853.83	N/A	N/A
1	DELL Computer	44165	83051	4277S71	OPTIPLEX GX280 MINITOWER	29-Jun-05	\$ 853.83	N/A	N/A
	·				GX620 PENTIUM 4 221-8367				
1	DELL Computer	45025	84336	GFNRK81	GX620 PENTIUM 4	7-Nov-05	\$ 953.67	N/A	N/A
1	DELL Computer	45027	84334	1FNRK81	221-8367 GX620 PENTIUM 4	7-Nov-05	\$ 953.67	N/A	N/A
1	DELL Computer	45043	84320	1PNRK81	221-8367 GX620 PENTIUM 4	7-Nov-05	\$ 953.67	N/A	N/A
1	DELL Computer	45049	84314	6PNRK81	221-8367 GX620 PENTIUM 4	7-Nov-05	\$ 953.67	N/A	N/A
1	DELL Computer	45052	84310	7LNRK81	221-8367	7-Nov-05	\$ 953.67	N/A	N/A
1	DELL Computer	57770	92597	4fkn2d1	OPTIPLEX GX745	12-Jun-07	\$ 1,126.04	N/A	N/A
1	DELL Computer	50671	90052	84VM7B1	OPTI GX620 SP4	30-Jun-06	\$ 1,128.81	N/A	N/A

Qty.	Description	Tag Number	Asset Number	Serial Number	Model Number	Date In Service	Cost	PO#	Location
1	DELL Computer	42434	102412	N/A	N/A	1-Jul-09	\$ 1,193.00	N/A	N/A
1	DELL Computer	50399	107369	N/A	N/A	1-Jul-09	\$ 1,193.00	N/A	N/A
1	DELL Computer	67277	107352	N/A	N/A	1-Jul-09	\$ 1,193.00	N/A	N/A
1	DELL Computer	39726	80722	775-372	OPTIPLEX HARD DRIVES PLUS	24-Jun-04	\$ 1,264.85	N/A	N/A
1	DELL Computer	44576	101452	N/A	N/A	1-Jul-09	\$ 1,306.00	N/A	N/A
1	DELL Computer	44577	101457	N/A	N/A	1-Jul-09	\$ 1,306.00	N/A	N/A
1	DELL Computer	44578	101450	N/A	N/A	1-Jul-09	\$ 1,306.00	N/A	N/A
1	DELL Computer	39720	80719	775-361	OPTIPLEX HARD DRIVES PLUS FLAT	24-Jun-04	\$ 1,497.60	N/A	N/A
1	DELL Computer	50403	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	DELL Computer	79161	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	DELL Computer	85029	N/A	N/A	N/A	N/A	N/A	N/A	N/A
10	DELL Computer	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
59	DELL Flat Screen Computer Monitor	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	DELL Laptop	50482	106965	N/A	N/A	1-Jul-09	\$ 999.00	N/A	N/A
1	DELL Laptop	59926	108852	N/A	N/A	1-Jul-09	\$ 1,185.00	N/A	N/A
1	DELL Laptop	50416	88871	DF3HOBI	DELL LAPTOPS	1-Jun-06	\$ 1,187.04	N/A	N/A
1	DELL Laptop	50418	88875	Ј76НОВІ	DELL LAPTOPS	1-Jun-06	\$ 1,187.04	N/A	N/A
1	DELL Laptop	50421	88888	473HOBI	DELL LAPTOPS	1-Jun-06	\$ 1,187.04	N/A	N/A
1	DELL Laptop	50428	88881	3F6HОВІ	DELL LAPTOPS	1-Jun-06	\$ 1,187.04	N/A	N/A
1	DELL Laptop	50448	88896	F86HOBI	DELL LAPTOPS	1-Jun-06	\$ 1,187.04	N/A	N/A
1	DELL Laptop	45105	84447	6HLSP81	221-5594 LATITUDE D610	9-Dec-05	\$ 1,224.87	N/A	N/A
1	DELL Laptop	59027	95123	9fw1xd1	LATITUDE D520	17-Oct-07	\$ 1,278.01	N/A	N/A
1	DELL Laptop	46062	105160	N/A	N/A	1-Jul-09	\$ 1,599.00	N/A	N/A
1	DELL Laptop	46076	105158	N/A	N/A	1-Jul-09	\$ 1,599.00	N/A	N/A
1	DELL Laptop	52351	105117	N/A	N/A	1-Jul-09	\$ 1,599.00	N/A	N/A
1	DELL Laptop	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
10	DELL Monitor	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Digital Camera	106656	N/A	N/A	N/A	N/A	N/A	N/A	N/A
13	Digital Wall Display	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	DUAL VCR	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	ELMO LCD Projector	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	ELMO Projector	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	eMAC	67593	102040	N/A	N/A	1-Jul-09	\$ 818.00	N/A	N/A
1	eMAC	38485	79616	G8419BDMQJ7	EMAC 1 GHZ	13-May-04	\$ 818.30	N/A	N/A
1	eMAC	38486	79617	G8419BQQQJ7	EMAC 1 GHZ	13-May-04	\$ 818.30	N/A	N/A

Qty.	Description	Tag Number	Asset Number	Serial Number	Model Number	Date In Service	Cost	PO #	Location
1	eMAC	38501	79606	G8419BGXQJ7	EMAC 1 GHZ	13-May-04	\$ 818.30	N/A	N/A
1	eMAC	38510	79596	G8419BF9QJ7	EMAC 1 GHZ	13-May-04	\$ 818.30	N/A	N/A
						,			
1	eMAC	38529	79597	G8419BJMQJ7	EMAC 1 GHZ	13-May-04	\$ 818.30	N/A	N/A
1	eMAC	35989	78178	G83250J6NLZ	EMAC 1GHZ	20-Jun-03	\$ 1,281.15	N/A	N/A
1	eMAC	38615	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	eMAC	82152	N/A	N/A	N/A	N/A	N/A	N/A	N/A
10	eMAC EMACHINE Computer	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Monitor	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Epson LCD Projector	29127	1211	3EH0850095C	ELP 3500	2-Jun-98	\$ 3,987.00	N/A	N/A
2	Epson Printer	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Fax Machine	39647	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Fax Machine	111111	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Film Projector Flat Panel Computer	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Monitor	40732	N/A	N/A	N/A	N/A	N/A	N/A	N/A
6	Flat Screen Computer Monitor	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	FM Wireless Receiver	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
4	GATEWAY Computer	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
7	GATEWAY Computer Monitor	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
3	GE Microwave	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
12	Headphone Set	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Hearing Instrument	13667	5366	8653	MA27	1-Feb-87	\$ 636.00	N/A	N/A
1	HP Computer	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	HP Deskjet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	HP Flat Monitor	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	HP Printer	63913	101324	N/A	N/A	1-Jul-09	\$ 500.00	N/A	N/A
	HP Printer	33626	32616	SCNDX024861	1200N	2-May-02	\$ 548.00		
1						28-May-01		N/A	N/A
1	HP Printer	20210	24372	NSN N/A	NA N/A	,	\$ 550.00	N/A	N/A
1	HP Printer	63139	106496	N/A	N/A	1-Jul-09	\$ 649.00	N/A	N/A
1	HP Printer	42146	102257	N/A	N/A	1-Jul-09	\$ 799.00	N/A	N/A
1	HP Printer	25740	103071	N/A	N/A	1-Jul-09	\$ 1,100.00	N/A	N/A
1	HP Printer	43796	87240	875	3700N	5-Dec-05	\$ 1,519.21	N/A	N/A
1	HP Printer	31360	31484	JPPCGO1773	4550N	14-Aug-01	\$ 2,237.00	N/A	N/A
1	HP Printer	2769	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	HP Printer	5055	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	HP Printer	5244	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Qty.	Description	Tag Number	Asset Number	Serial Number	Model Number	Date In Service	Cost	PO #	Location
1	HP Printer	9236	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	HP Printer	15447	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	HP Printer	19208	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	HP Printer	19234	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	HP Printer	21936	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	HP Printer	26827	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	HP Printer	81330	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	HP Printer	90289	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	HP Printer	101003	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	HP Printer	106065	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	HP Printer	106700	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	HP Printer	108794	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	HP Printer	115035	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	HP Printer	115041	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	HP Printer	116822	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	HP Printer	117156	N/A	N/A	N/A	N/A	N/A	N/A	N/A
47	HP Printer	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	HP Scanner	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	IBM Computer	38216	82627	YM4131A9QJ7	eMac 1 GHz 40g	20-Apr-04	\$ 827.52	N/A	N/A
1	IBM Computer	34725	101844	N/A	N/A	1-Jul-09	\$ 850.00	N/A	N/A
1	IBM Computer	61320	106792	N/A	N/A	1-Jul-09	\$ 850.00	N/A	N/A
1	IBM Computer	61499	106794	N/A	N/A	1-Jul-09	\$ 850.00	N/A	N/A
1	IBM Computer	67495	102062	N/A	N/A	1-Jul-09	\$ 850.00	N/A	N/A
1	IBM Computer	36577	78751	KCDK05Y	NETVISTA P4	20-Nov-03	\$ 870.63	N/A	N/A
1	IBM Computer	36580	78769	KCDB64H	NETVISTA P4	20-Nov-03	\$ 870.63	N/A	N/A
1	IBM Computer	36586	78765	KCDB65F	NETVISTA P4	20-Nov-03	\$ 870.63	N/A	N/A
1	IBM Computer	36594	78742	KCDK05Z	NETVISTA P4	20-Nov-03	\$ 870.63	N/A	N/A
1	IBM Computer	36287	77466	KLVXK2A	NETVISTA DESKTOP	11-Nov-03	\$ 932.25	N/A	N/A
1	IBM Computer	35607	77310	KLWTR6C	8307DIUK P4	6-Aug-03	\$ 958.66	N/A	N/A
1	IBM Computer	35612	77315	KLWTR7K	8307DIUK P4	6-Aug-03	\$ 958.66	N/A	N/A
1	IBM Computer	35617	77320	KLXDA8R	8307DIUK P4	6-Aug-03	\$ 958.66	N/A	N/A
1	IBM Computer	35634	77337	KLXDA9A	8307DIUK P4	6-Aug-03	\$ 958.66	N/A	N/A
1	IBM Computer	35636	77339	KLXDA9M	8307DIUK P4	6-Aug-03	\$ 958.66	N/A	N/A
1	IBM Computer	35638	77341	KLXDBOH	8307DIUK P4	6-Aug-03	\$ 958.66	N/A	N/A
1	IBM Computer	37306	78951	KCGY50K	NETVISTA 2.8 GHZ	31-Dec-03	\$ 958.66	N/A	N/A

Qty.	Description	Tag Number	Asset Number	Serial Number	Model Number	Date In Service	Cost	PO #	Location
1	IBM Computer	37307	78949	KCHK37L	NETVISTA 2.8 GHZ	31-Dec-03	\$ 958.66	N/A	N/A
1	IBM Computer	37313	78948	KCHK16N	NETVISTA 2.8 GHZ	31-Dec-03	\$ 958.66	N/A	N/A
1	IBM Computer	37314	78950	KCGY48F	NETVISTA 2.8 GHZ	31-Dec-03	\$ 958.66	N/A	N/A
1	IBM Computer	37543	78280	KCPB11K	NETVISTA 2.8 GHZ	5-Mar-04	\$ 958.66	N/A	N/A
1	IBM Computer	37591	82622	KCGN80B	2.8 GHZ NETVISTA	24-Feb-04	\$ 958.66	N/A	N/A
1	IBM Computer	37593	82620	KLLH945	2.8 GHZ NETVISTA	24-Feb-04	\$ 958.66	N/A	N/A
1	IBM Computer	37594	82624	KCGN83K	2.8 GHZ NETVISTA	24-Feb-04	\$ 958.66	N/A	N/A
1	IBM Computer	37589	82628	KLLK035	2.8 GHZ NETVISTA	24-Feb-04	\$ 958.68	N/A	N/A
1	IBM Computer	35625	77328	KLWTR7F	8307DIUK P4	6-Aug-03	\$ 958.76	N/A	N/A
1	IBM Computer	67202	107259	N/A	N/A	1-Jul-09	\$ 959.00	N/A	N/A
1	IBM Computer	34184	32947	KAVARP5	635025U	10-Jun-02	\$ 962.00	N/A	N/A
1	IBM Computer	34186	32949	KAVAWH2	635025U	10-Jun-02	\$ 962.00	N/A	N/A
1	IBM Computer	34188	32951	KAVARP8	635025U	10-Jun-02	\$ 962.00	N/A	N/A
1	IBM Computer	34190	32953	KAVAWW4	635025U	10-Jun-02	\$ 962.00	N/A	N/A
1	IBM Computer	34197	32960	KAVAWY7	635025U	10-Jun-02	\$ 962.00	N/A	N/A
1	IBM Computer	34201	32964	KAVAWR7	635025U	10-Jun-02	\$ 962.00	N/A	N/A
1	IBM Computer	34204	3413	KAVAPN7	635025U	10-Jun-02	\$ 962.00	N/A	N/A
1	IBM Computer	34205	32967	KAVAWX7	635025U	10-Jun-02	\$ 962.00	N/A	N/A
1	IBM Computer	34207	32923	KAVAWL2	635025U	10-Jun-02	\$ 962.00	N/A	N/A
1	IBM Computer	34212	32928	KAVAPX0	635025U	10-Jun-02	\$ 962.00	N/A	N/A
1	IBM Computer	34218	32934	KAVAWX4	635025U	10-Jun-02	\$ 962.00	N/A	N/A
1	IBM Computer	34223	32940	KAVAWT3	635025U	10-Jun-02	\$ 962.00	N/A	N/A
1	IBM Computer	32142	33248	1S634911U23G791 3	NETVISTA A22P	30-Oct-01	\$ 997.00	N/A	N/A
1	IBM Computer	32143	33419	1S634911U23G793 2	NETVISTA A22P	30-Oct-01	\$ 997.00	N/A	N/A
1	IBM Computer	31332	31468	781K8Y1	NET VISTA A20	12-Oct-01	\$ 1,016.00	N/A	N/A
1	IBM Computer	32551	32094	23A7165	NETVISTA M41	19-Feb-02	\$ 1,076.00	N/A	N/A
1	IBM Computer	32553	32096	23A8450	NETVISTA M41	19-Feb-02	\$ 1,076.00	N/A	N/A
1	IBM Computer	32555	32098	23A8569	NETVISTA M41	19-Feb-02	\$ 1,076.00	N/A	N/A
1	IBM Computer	32557	32100	23A8361	NETVISTA M41	19-Feb-02	\$ 1,076.00	N/A	N/A
1	IBM Computer	32558	32101	23A8473	NETVISTA M41	19-Feb-02	\$ 1,076.00	N/A	N/A
1	IBM Computer	32567	32110	23A7499	NETVISTA M41	19-Feb-02	\$ 1,076.00	N/A	N/A
1	IBM Computer	32568	32111	23A7541	NETVISTA M41	19-Feb-02	\$ 1,076.00	N/A	N/A
1	IBM Computer	32569	32112	23A7583	NETVISTA M41	19-Feb-02	\$ 1,076.00	N/A	N/A
1	IBM Computer	32570	32113	23A7550	NETVISTA M41	19-Feb-02	\$ 1,076.00	N/A	N/A
1	IBM Computer	32571	32114	23A8563	NETVISTA M41	19-Feb-02	\$ 1,076.00	N/A	N/A

Qty.	Description	Tag Number	Asset Number	Serial Number	Model Number	Date In Service	Cost	PO#	Location
1	IBM Computer	38371	80005	KCCB3G8	THINKCENTRE 3.0 GHZ	18-May-04	\$ 1,105.47	N/A	N/A
1	IBM Computer	35289	75886	KCH2DKP	NETVISTA M42	3-Mar-03	\$ 1,129.21	N/A	N/A
1	IBM Computer	35290	75887	KCH2DLL	NETVISTA M42	3-Mar-03	\$ 1,129.21	N/A	N/A
1	IBM Computer	35294	75891	KCH2DLZ	NETVISTA M42	3-Mar-03	\$ 1,129.21	N/A	N/A
1	IBM Computer	35297	75894	KLFZB6G	NETVISTA M42	3-Mar-03	\$ 1,129.21	N/A	N/A
1	IBM Computer	19676	10739	23CCRRF	PC300GL	5-Oct-99	\$ 1,169.00	N/A	N/A
1	IBM Computer	34357	33095	KA7LRKG	NETVISTA 41	17-Jun-02	\$ 1,181.00	N/A	N/A
1	IBM Computer	34361	33103	KA7TBM1	NETVISTA 41	17-Jun-02	\$ 1,181.00	N/A	N/A
1	IBM Computer	34363	33105	KA7TCL6	NETVISTA 41	17-Jun-02	\$ 1,181.00	N/A	N/A
1	IBM Computer	34372	33122	KA7TBX7	NETVISTA 41	17-Jun-02	\$ 1,181.00	N/A	N/A
1	IBM Computer	43419	82015	KCTM7AG	THINKCENTRE M50	30-Apr-05	\$ 1,181.30	N/A	N/A
1	IBM Computer	43423	82019	KCTR9MB	THINKCENTRE M50	30-Apr-05	\$ 1,181.30	N/A	N/A
1	IBM Computer	43424	82020	KCTR9LV	THINKCENTRE M50	30-Apr-05	\$ 1,181.30	N/A	N/A
1	IBM Computer	43425	82021	KCTM7BR	THINKCENTRE M50	30-Apr-05	\$ 1,181.30	N/A	N/A
1	IBM Computer	43428	82024	KCTT2LF	THINKCENTRE M50	30-Apr-05	\$ 1,181.30	N/A	N/A
1	IBM Computer	43429	82025	KCTT2LC	THINKCENTRE M50	30-Apr-05	\$ 1,181.30	N/A	N/A
1	IBM Computer	43431	82027	KCTT2LG	THINKCENTRE M50	30-Apr-05	\$ 1,181.30	N/A	N/A
1	IBM Computer	43432	82028	KCTT2LK	THINKCENTRE M50	30-Apr-05	\$ 1,181.30	N/A	N/A
1	IBM Computer	43433	82029	KCTT0MW	THINKCENTRE M50	30-Apr-05	\$ 1,181.30	N/A	N/A
1	IBM Computer	43434	82030	KCTM7DP	THINKCENTRE M50	30-Apr-05	\$ 1,181.30	N/A	N/A
1	IBM Computer	43436	82032	КСТМ7ВХ	THINKCENTRE M50	30-Apr-05	\$ 1,181.30	N/A	N/A
1	IBM Computer	43437	82033	КСТМ7ВМ	THINKCENTRE M50	30-Apr-05	\$ 1,181.30	N/A	N/A
1	IBM Computer	43438	82034	KCVM8VC	THINKCENTRE M50	30-Apr-05	\$ 1,181.30	N/A	N/A
1	IBM Computer	43439	82035	KCTM7CW	THINKCENTRE M50	30-Apr-05	\$ 1,181.30	N/A	N/A
1	IBM Computer	43442	82038	KCLF3XD	THINKCENTRE M50	30-Apr-05	\$ 1,181.30	N/A	N/A
1	IBM Computer	43446	82042	KCTT0NG	THINKCENTRE M50	30-Apr-05	\$ 1,181.30	N/A	N/A
1	IBM Computer	43447	82043	KCTM7AZ	THINKCENTRE M50	30-Apr-05	\$ 1,181.30	N/A	N/A
1	IBM Computer	43449	82045	KCVM6GM	THINKCENTRE M50	30-Apr-05	\$ 1,181.30	N/A	N/A
1	IBM Computer	43450	82046	KCTT2KZ	THINKCENTRE M50	30-Apr-05	\$ 1,181.30	N/A	N/A
1	IBM Computer	43453	82049	KCTR9LP	THINKCENTRE M50	30-Apr-05	\$ 1,181.30	N/A	N/A
1	IBM Computer	15457	21701	23LHA42	PC300GL	18-Oct-00	\$ 1,183.00	N/A	N/A
1	IBM Computer	34768	24545	KA5VLP4	1800	23-Aug-02	\$ 1,186.00	N/A	N/A
1	IBM Computer	34770	9021	KA5VMG5	1800	23-Aug-02	\$ 1,186.00	N/A	N/A
1	IBM Computer	34773	30647	KA5VLZO	1800	23-Aug-02	\$ 1,186.00	N/A	N/A
1	IBM Computer	34774	16548	KA5VLLE	1800	23-Aug-02	\$ 1,186.00	N/A	N/A

Qty.	Description	Tag Number	Asset Number	Serial Number	Model Number	Date In Service	Cost	PO#	Location
1	IBM Computer	34776	33107	KA5VNW2	1800	23-Aug-02	\$ 1,186.00	N/A	N/A
1	IBM Computer	34777	33118	KA3MPZV	1800	23-Aug-02	\$ 1,186.00	N/A	N/A
1	IBM Computer	34779	14995	KA5VMDO	1800	23-Aug-02	\$ 1,186.00	N/A	N/A
1	IBM Computer	4115	12780	23PK648	PC300GL	8-Sep-98	\$ 1,212.00	N/A	N/A
1	IBM Computer	40709	81672	КСНР6ВА	THINKCENTRE M50	10-Jan-05	\$ 1,222.79	N/A	N/A
1	IBM Computer	40711	81674	KCHR1VZ	THINKCENTRE M50	10-Jan-05	\$ 1,222.79	N/A	N/A
1	IBM Computer	40712	81675	КСНР6ВС	THINKCENTRE M50	10-Jan-05	\$ 1,222.79	N/A	N/A
1	IBM Computer	40713	81676	КСНР6АҮ	THINKCENTRE M50	10-Jan-05	\$ 1,222.79	N/A	N/A
1	IBM Computer	40715	81678	KCHP6AN	THINKCENTRE M50	10-Jan-05	\$ 1,222.79	N/A	N/A
1	IBM Computer	40716	81679	КСНР9РС	THINKCENTRE M50	10-Jan-05	\$ 1,222.79	N/A	N/A
1	IBM Computer	40718	81681	КСНР6ВҮ	THINKCENTRE M50	10-Jan-05	\$ 1,222.79	N/A	N/A
1	IBM Computer	40719	81682	КСНР6АР	THINKCENTRE M50	10-Jan-05	\$ 1,222.79	N/A	N/A
1	IBM Computer	40720	81683	KCHP6AW	THINKCENTRE M50	10-Jan-05	\$ 1,222.79	N/A	N/A
1	IBM Computer	40723	81686	KCHP6AR	THINKCENTRE M50	10-Jan-05	\$ 1,222.79	N/A	N/A
1	IBM Computer	40724	81687	кснр6вт	THINKCENTRE M50	10-Jan-05	\$ 1,222.79	N/A	N/A
1	IBM Computer	40725	81688	KCHP6BZ	THINKCENTRE M50	10-Jan-05	\$ 1,222.79	N/A	N/A
1	IBM Computer	40726	81689	КСНР9РТ	THINKCENTRE M50	10-Jan-05	\$ 1,222.79	N/A	N/A
1	IBM Computer	40727	81690	КСНР9РН	THINKCENTRE M50	10-Jan-05	\$ 1,222.79	N/A	N/A
1	IBM Computer	40730	81693	КСНР6ВН	THINKCENTRE M50	10-Jan-05	\$ 1,222.79	N/A	N/A
1	IBM Computer	40731	81694	KCHP6AZ	THINKCENTRE M50	10-Jan-05	\$ 1,222.79	N/A	N/A
1	IBM Computer	67205	107340	N/A	N/A	1-Jul-09	\$ 1,223.00	N/A	N/A
1	IBM Computer	67206	107377	N/A	N/A	1-Jul-09	\$ 1,223.00	N/A	N/A
1	IBM Computer	67207	107377	N/A	N/A	1-Jul-09	\$ 1,223.00	N/A	N/A
	,				THINKCENTRE S50		. ,		
1	IBM Computer	40317	81373	KCBB9KZ	P4 ULXP-14D	25-Oct-04	\$ 1,268.68	N/A	N/A
1	IBM Computer	43452	96591	321080951		31-Mar-08	\$ 1,344.72	N/A	N/A
1	IBM Computer	34943	34724	KAZPC73	NETVISTA M42	1-Nov-02	\$ 1,356.00	N/A	N/A
1	IBM Computer	34944	34726	KAZNG55	NETVISTA M42	1-Nov-02	\$ 1,356.00	N/A	N/A
1	IBM Computer	35009	34751	KXFIRVX	NETVISTA M42	21-Nov-02	\$ 1,356.00	N/A	N/A
1	IBM Computer	44107	83740	KCYCOBI	THINKCENTRE M50	13-Jun-05	\$ 1,376.13	N/A	N/A
1	IBM Computer	33982	33940	KA5TPL6	NETVISTA M41	30-Jun-02	\$ 1,403.00	N/A	N/A
1	IBM Computer	34538	33989	KA8P592	NETVISTA A22P	8-Jul-02	\$ 1,403.00	N/A	N/A
1	IBM Computer	34540	33991	KA8N279	NETVISTA A22P	8-Jul-02	\$ 1,403.00	N/A	N/A
1	IBM Computer	34541	33992	KA8N463	NETVISTA A22P	8-Jul-02	\$ 1,403.00	N/A	N/A
1	IBM Computer	64602	107381	N/A	N/A THINKCENTRE 3.0	1-Jul-09	\$ 1,403.00	N/A	N/A
1	IBM Computer	40064	80848	KCHP3A7	GHZ	11-Aug-04	\$ 1,449.08	N/A	N/A

Qty.	Description	Tag Number	Asset Number	Serial Number	Model Number	Date In Service	Cost	PO #	Location
1	IBM Computer	40065	80853	KCHP2X8	THINKCENTRE 3.0 GHZ	11-Aug-04	\$ 1,449.08	N/A	N/A
1	IBM Computer	40066	80850	KCHP2Z4	THINKCENTRE 3.0 GHZ	11-Aug-04	\$ 1,449.08	N/A	N/A
1	IBM Computer	40067	80854	KCHP2Z1	THINKCENTRE 3.0 GHZ	11-Aug-04	\$ 1,449.08	N/A	N/A
1	,	40069			THINKCENTRE 3.0				
	IBM Computer		80852	KCHP3A5	THINKCENTRE 3.0	11-Aug-04	\$ 1,449.08	N/A	N/A
1	IBM Computer	40070	80849	KCHP2Z7	GHZ THINKCENTRE 3.0	11-Aug-04	\$ 1,449.08	N/A	N/A
1	IBM Computer	40073	80857	KCHP3B3	GHZ THINKCENTRE 3.0	11-Aug-04	\$ 1,449.08	N/A	N/A
1	IBM Computer	40074	80858	KCHP3A3	GHZ THINKCENTRE 3.0	11-Aug-04	\$ 1,449.08	N/A	N/A
1	IBM Computer	40076	80860	KCHP2Z8	GHZ THINKCENTRE 3.0	11-Aug-04	\$ 1,449.08	N/A	N/A
1	IBM Computer	40077	80861	KCHP2Y3	GHZ THINKCENTRE 3.0	11-Aug-04	\$ 1,449.08	N/A	N/A
1	IBM Computer	40078	80862	КСНРЗВ7	GHZ	11-Aug-04	\$ 1,449.08	N/A	N/A
1	IBM Computer	40079	80863	KCHP2Y0	THINKCENTRE 3.0 GHZ	11-Aug-04	\$ 1,449.08	N/A	N/A
1	IBM Computer	40080	80864	KCHP2Z9	THINKCENTRE 3.0 GHZ	11-Aug-04	\$ 1,449.08	N/A	N/A
1	IBM Computer	40081	80865	KCHP3B1	THINKCENTRE 3.0 GHZ	11-Aug-04	\$ 1,449.08	N/A	N/A
1	IBM Computer	40082	80866	KCHP2Y7	THINKCENTRE 3.0 GHZ	11-Aug-04	\$ 1,449.08	N/A	N/A
1	IBM Computer	64073	103437	N/A	N/A	1-Jul-09	\$ 1,487.00	N/A	N/A
					THINKCENTRE 3.0				
1	IBM Computer	39172	80346	KCAZ9B0	GHZ THINKCENTER P4	9-Jun-04	\$ 1,487.29	N/A	N/A
1	IBM Computer	38700	79669	KCDW2H6	8189 4EU THINKCENTER P4	30-May-04	\$ 1,487.31	N/A	N/A
1	IBM Computer	38701	79667	KCDW2L8	8189 4EU THINKCENTRE 3.0	30-May-04	\$ 1,487.32	N/A	N/A
1	IBM Computer	39177	80349	KCAZ8A7	GHZ	9-Jun-04	\$ 1,487.32	N/A	N/A
1	IBM Computer	34545	33524	KA89BA6	NETVISTA A22P	27-Jun-02	\$ 1,488.00	N/A	N/A
1	IBM Computer	64591	107344	N/A	N/A	1-Jul-09	\$ 1,488.00	N/A	N/A
1	IBM Computer	35079	107349	N/A	N/A	1-Jul-09	\$ 1,499.00	N/A	N/A
1	IBM Computer	39513	101456	N/A	N/A	1-Jul-09	\$ 1,499.00	N/A	N/A
1	IBM Computer	64839	107361	N/A	N/A	1-Jul-09	\$ 1,499.00	N/A	N/A
1	IBM Computer	35961	76862	KLVXNOW	IBM NETVISTA P4 2.8 GHZ	16-Jun-03	\$ 1,509.58	N/A	N/A
1	IBM Computer	35969	76867	KLVXM9H	IBM NETVISTA P4 2.8 GHZ	16-Jun-03	\$ 1,509.58	N/A	N/A
		35976			IBM NETVISTA P4				
1	IBM Computer		76857	KLVZM8G	2.8 GHZ	16-Jun-03	\$ 1,509.58	N/A	N/A
1	IBM Computer	10360	28178	XB016202HSE	MAC G4	1-May-00	\$ 1,550.00	N/A	N/A
1	IBM Computer	4338	14846	23AAZ88	3000	16-Aug-00	\$ 1,551.00	N/A	N/A
1	IBM Computer	4337	14814	23TT159	3000	22-May-00	\$ 1,552.00	N/A	N/A
1	IBM Computer	40932	81820	KCLF3VP	THINKCENTRE	22-Mar-05	\$ 1,610.67	N/A	N/A
1	IBM Computer	34521	33972	KA8N465	NETVISTA A22P	16-Jul-02	\$ 1,650.00	N/A	N/A
1	IBM Computer	3607	10886	SN23MRNB5	MT6563-86U	28-May-01	\$ 1,775.00	N/A	N/A
1	IBM Computer	3615	10899	SN23MRKF0	MT6563-86U	28-May-01	\$ 1,775.00	N/A	N/A
1	IBM Computer	6653	9915	78ZGMKA	6563-95U	28-May-01	\$ 1,775.00	N/A	N/A

Qty.	Description	Tag Number	Asset Number	Serial Number	Model Number	Date In Service	Cost	PO #	Location
1	IBM Computer	40481	81539	99FFHM9	N/A	31-Oct-04	\$ 2,116.73	N/A	N/A
1	IBM Computer	37454	23272	NA	NA	28-May-01	\$ 2,450.00	N/A	N/A
1	IBM Computer	37455	23466	NA	NA	28-May-01	\$ 2,450.00	N/A	N/A
1	IBM Computer	34128	33040	KA82YL3	NETVISTA 512MB	25-Jun-02	\$ 2,509.00	N/A	N/A
1	IBM Computer	34143	33059	KA82YK4	NETVISTA 512MB	25-Jun-02	\$ 2,509.00	N/A	N/A
1	IBM Computer	34173	33343	KA8P966	NETVISTA M41	28-Jun-02	\$ 3,228.00	N/A	N/A
1	IBM Computer	35086	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	IBM Computer	35112	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	IBM Computer	40438	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	IBM Computer	79176	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	IBM Computer	81424	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	IBM Computer	97489	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	IBM Computer	111515	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	IBM Computer	111533	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	IBM Computer	111553	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	IBM Computer	111619	N/A	N/A	N/A	N/A	N/A	N/A	N/A
16	IBM Computer	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	IBM Computer Monitor	11553	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	IBM Computer Monitor	106169	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	IBM Computer Monitor	110324	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	IBM Computer Monitor	111515	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	IBM Computer Monitor	111533	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	IBM Computer Monitor	111619	N/A	N/A	N/A	N/A	N/A	N/A	N/A
32	IBM Computer Monitor	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	IBM Computers	63881	101369	N/A	N/A	1-Jul-09	\$ 850.00	N/A	N/A
1	IBM Computers	34119	33027	KA82YN4	NETVISTA 512MB	25-Jun-02	\$ 2,509.00	N/A	N/A
1	IBM Computers	34120	33028	KA82YG5	NETVISTA 512MB	25-Jun-02	\$ 2,509.00	N/A	N/A
1	IBM Computers	34121	33031	KA82YN6	NETVISTA 512MB	25-Jun-02	\$ 2,509.00	N/A	N/A
1	IBM Computers	34122	33033	KA82YN8	NETVISTA 512MB	25-Jun-02	\$ 2,509.00	N/A	N/A
1	IBM Computers	34123	33034	KA82YN1	NETVISTA 512MB	25-Jun-02	\$ 2,509.00	N/A	N/A
1	IBM Computers	34125	33036	KA82YP1	NETVISTA 512MB	25-Jun-02	\$ 2,509.00	N/A	N/A
1	IBM Computers	34126	33039	KA82YT2	NETVISTA 512MB	25-Jun-02	\$ 2,509.00	N/A	N/A
1	IBM Computers	34130	33042	KA82YP6	NETVISTA 512MB	25-Jun-02	\$ 2,509.00	N/A	N/A
1	IBM Computers	34131	33043	KA82YN5	NETVISTA 512MB	25-Jun-02	\$ 2,509.00	N/A	N/A
1	IBM Computers	34132	33044	KA82YH4	NETVISTA 512MB	25-Jun-02	\$ 2,509.00	N/A	N/A

Qty.	Description	Tag Number	Asset Number	Serial Number	Model Number	Date In Service	Cost	PO #	Location
1	IBM Computers	34133	33045	KA82YH6	NETVISTA 512MB	25-Jun-02	\$ 2,509.00	N/A	N/A
1	IBM Computers	34134	33047	KA82YN9	NETVISTA 512MB	25-Jun-02	\$ 2,509.00	N/A	N/A
1	IBM Computers	34135	33048	KA82YL2	NETVISTA 512MB	25-Jun-02	\$ 2,509.00	N/A	N/A
1	IBM Computers	34136	33049	KA82YG8	NETVISTA 512MB	25-Jun-02	\$ 2,509.00	N/A	N/A
1	IBM Computers	34137	33050	KA82YF8	NETVISTA 512MB	25-Jun-02	\$ 2,509.00	N/A	N/A
1	IBM Computers	34138	33053	KA82YP3	NETVISTA 512MB	25-Jun-02	\$ 2,509.00	N/A	N/A
1	IBM Computers	34140	33055	KA82YF5	NETVISTA 512MB	25-Jun-02	\$ 2,509.00	N/A	N/A
1	IBM Computers	34141	33056	KA82YH7	NETVISTA 512MB	25-Jun-02	\$ 2,509.00	N/A	N/A
	,	34142	33058					N/A	N/A
1	IBM Computers			KA82YM6	NETVISTA 512MB	25-Jun-02	\$ 2,509.00		
1	IBM Computers	34144	33060	KA82YP5	NETVISTA 512MB	25-Jun-02	\$ 2,509.00	N/A	N/A
1	IBM Computers	34146	33074	KA82YR4	NETVISTA 512MB	25-Jun-02	\$ 2,509.00	N/A	N/A
1	IBM Computers	34148	33960	KA82YW5	NETVISTA M41	16-Jul-02	\$ 2,509.00	N/A	N/A
1	IBM Computers	34149	33962	KA82YV6	NETVISTA M41	16-Jul-02	\$ 2,509.00	N/A	N/A
1	IBM Computers	34150	33963	KA82YW3	NETVISTA M41	16-Jul-02	\$ 2,509.00	N/A	N/A
1	IBM Computers	34151	33964	KA82YT3	NETVISTA M41	16-Jul-02	\$ 2,509.00	N/A	N/A
1	IBM Computers	34153	33966	KA82YX0	NETVISTA M41	16-Jul-02	\$ 2,509.00	N/A	N/A
1	IBM Computers	34154	33967	KA82YT5	NETVISTA M41	16-Jul-02	\$ 2,509.00	N/A	N/A
1	IBM Computers	81438	33054	KA82YK0	NETVISTA 512MB LCD L170 ANALOG	25-Jun-02	\$ 2,509.00	N/A	N/A
1	IBM Desktop	40489	81629	\$88WNP35	MONITOR	19-Nov-04	\$ 503.79	N/A	N/A
1	IBM Desktop	63699	105177	N/A	N/A	1-Jul-09	\$ 850.00	N/A	N/A
1	IBM Desktop	63707	105193	N/A	N/A	1-Jul-09	\$ 850.00	N/A	N/A
1	IBM Desktop	32183	34542	1S634911U23G395 7	NET VISTA	1-Nov-01	\$ 1,040.00	N/A	N/A
1	IBM Desktop	32186	34545	1S634911U23G367 6	NET VISTA	1-Nov-01	\$ 1,040.00	N/A	N/A
1	IBM Desktop	32198	34557	1S634911U23G401 4	NET VISTA	1-Nov-01	\$ 1,040.00	N/A	N/A
1	IBM Desktop	32200	34559	1S634911U23G366 5	NET VISTA	1-Nov-01	\$ 1,040.00	N/A	N/A
1	IBM Desktop	81331	34564	1S634911U23G388 4	NET VISTA	1-Nov-01	\$ 1,040.00	N/A	N/A
1	IBM Desktop	81332	34549	1S634911U23G398 7	NET VISTA	1-Nov-01	\$ 1,040.00	N/A	N/A
1	IBM Desktop	81333	34551	1S634911U23G338 0	NET VISTA	1-Nov-01	\$ 1,040.00	N/A	N/A
1	IBM Desktop	40494	81290	KCYP7Z1	THINKCENTRE P4 3.0 GHZ	15-Nov-04	\$ 1,245.74	N/A	N/A
					THINKCENTRE P4				
1	IBM Desktop	40507	81303	KCYP7T7	3.0 GHZ THINKCENTRE P4	15-Nov-04	\$ 1,245.74	N/A	N/A
1	IBM Desktop	40510	81306	KCYR9A8	3.0 GHZ	15-Nov-04	\$ 1,245.74	N/A	N/A
1	IBM Desktop	63675	105209	N/A	N/A	1-Jul-09	\$ 1,499.00	N/A	N/A
1	IBM Desktop	63679	105213	N/A	N/A	1-Jul-09	\$ 1,499.00	N/A	N/A
1	IBM Desktop	63703	105236	N/A	N/A	1-Jul-09	\$ 1,499.00	N/A	N/A
1	IBM Desktop	81342	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Qty.	Description	Tag Number	Asset Number	Serial Number	Model Number	Date In Service	Cost	PO#	Location
1	IBM Desktop	81443	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	IBM Flat Monitor	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	IBM Flat Screen Monitor	40107	80915	S55WFM71	6734ACO LCD L170 MONITOR	30-Aug-04	\$ 503.79	N/A	N/A
1	IBM Flat Screen Monitor	35645	77304	5511530	L70 17" LCD	6-Aug-03	\$ 555.25	N/A	N/A
1	IBM Flat Screen Monitor	40137	N/A	N/A	N/A	N/A	N/A	N/A	N/A
108	IBM Flat Screen Monitor	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	IBM Laptop	39685	80575	MY39FF10R0	OFFICE JET 714XI	16-Jun-04	\$ 657.28	N/A	N/A
1	IBM Laptop	59553	96163	JXJF7Z1101L	POWERLITE 83 LCD	7-Jan-08	\$ 710.07	N/A	N/A
1	IBM Laptop	63647	105110	N/A	N/A	1-Jul-09	\$ 950.00	N/A	N/A
1	IBM Laptop	35283	75940	KLHHPOA	NETVISTA M42	19-Feb-03	\$ 1,047.99	N/A	N/A
1	IBM Laptop	63848	103541	N/A	N/A	1-Jul-09	\$ 1,119.00	N/A	N/A
1	IBM Laptop	35288	75885	KCH2DLD	NETVISTA M42	3-Mar-03	\$ 1,129.21	N/A	N/A
1	IBM Laptop	36492	77504	KLB3801	INTEL 2.8	20-Nov-03	\$ 1,167.28	N/A	N/A
1	IBM Laptop	36847	77939	KM0057C	THINKPAD 2.6 GHZ	16-Dec-03	\$ 1,419.29	N/A	N/A
1	IBM Laptop	38829	79794	KM0518W	THINKPAD 2.6 GHZ	30-May-04	\$ 1,690.96	N/A	N/A
1	IBM Laptop	38830	80230	KM0519V	THINKPAD 2.6 GHZ	30-May-04	\$ 1,690.96	N/A	N/A
1	IBM Laptop	38839	79781	KM0525F	THINKPAD 2.6 GHZ	30-May-04	\$ 1,690.96	N/A	N/A
1	IBM Laptop	38859	80219	KM0521D	THINKPAD 2.6 GHZ	30-May-04	\$ 1,690.96	N/A	N/A
1	IBM Laptop	38863	80221	KM0525V	THINKPAD 2.6 GHZ	30-May-04	\$ 1,690.96	N/A	N/A
1	IBM Laptop	38868	80203	KM0519X	THINKPAD 2.6 GHZ	30-May-04	\$ 1,690.96	N/A	N/A
1	IBM Laptop	38869	79763	KM0517Z	THINKPAD 2.6 GHZ	30-May-04	\$ 1,690.96	N/A	N/A
1	IBM Laptop	38870	80204	KM0525N	THINKPAD 2.6 GHZ	30-May-04	\$ 1,690.96	N/A	N/A
1	IBM Laptop	38897	79738	KM0520A	THINKPAD 2.6 GHZ	30-May-04	\$ 1,690.96	N/A	N/A
1	IBM Laptop	38918	79733	KM0519Z	THINKPAD 2.6 GHZ	30-May-04	\$ 1,690.96	N/A	N/A
1	IBM Laptop	38922	80180	KM0515B	THINKPAD 2.6 GHZ	30-May-04	\$ 1,690.96	N/A	N/A
1	IBM Laptop	38932	79749	KM0522K	THINKPAD 2.6 GHZ	30-May-04	\$ 1,690.96	N/A	N/A
1	IBM Laptop	38936	79751	KM0526B	THINKPAD 2.6 GHZ	30-May-04	\$ 1,690.96	N/A	N/A
1	IBM Laptop	38937	80192	KM0525B	THINKPAD 2.6 GHZ	30-May-04	\$ 1,690.96	N/A	N/A
1	IBM Laptop	38942	80199	KM0514G	THINKPAD 2.6 GHZ	30-May-04	\$ 1,690.96	N/A	N/A
1	IBM Laptop	38957	80211	KM0526X	THINKPAD 2.6 GHZ	30-May-04	\$ 1,690.96	N/A	N/A
1	IBM Laptop	38958	79771	KM0528B	THINKPAD 2.6 GHZ	30-May-04	\$ 1,690.96	N/A	N/A
1	IBM Laptop	38979	80322	KM0524R	THINKPAD 2.6 GHZ	30-May-04	\$ 1,690.96	N/A	N/A
1	IBM Laptop	39026	79845	KM0510F	THINKPAD 2.6 GHZ	30-May-04	\$ 1,690.96	N/A	N/A
1	IBM Laptop	39067	79807	KM0527Y	THINKPAD 2.6 GHZ	30-May-04	\$ 1,690.96	N/A	N/A
1	IBM Laptop	39068	80248	KM0520L	THINKPAD 2.6 GHZ	30-May-04	\$ 1,690.96	N/A	N/A

Qty.	Description	Tag Number	Asset Number	Serial Number	Model Number	Date In Service	Cost	PO#	Location
1	IBM Laptop	39138	79880	KM0526M	THINKPAD 2.6 GHZ	30-May-04	\$ 1,690.96	N/A	N/A
1	IBM Laptop	39686	80574	04-04-0332	DIGITAL DELUXE LAMINATOR	9-Jun-04	\$ 1,795.75	N/A	N/A
1	IBM Laptop	39292	80512	99L1788	THINKPAD R50	9-Jun-04	\$ 1,803.51	N/A	N/A
1	IBM Laptop	39680	80579	QDG0514	GBC ULTIMA 65 LAMINATOR	15-Jun-04	\$ 1,806.43	N/A	N/A
1	IBM Laptop	39554	80831	99L215	THINKPAD	21-Jun-04	\$ 1,853.72	N/A	N/A
1	IBM Laptop	39556	80827	99L2188	THINKPAD	21-Jun-04	\$ 1,853.72	N/A	N/A
		39558	80823						
1	IBM Laptop			99L2017	THINKPAD	21-Jun-04	\$ 1,853.72	N/A	N/A
1	IBM Laptop	39562	80822	99L2146	THINKPAD	21-Jun-04	\$ 1,853.72	N/A	N/A
1	IBM Laptop	39566	80830	99L1953	THINKPAD	21-Jun-04	\$ 1,853.72	N/A	N/A
1	IBM Laptop	39570	80817	99L2193	THINKPAD	21-Jun-04	\$ 1,853.72	N/A	N/A
1	IBM Laptop	39574	80813	99L2171	THINKPAD	21-Jun-04	\$ 1,853.72	N/A	N/A
1	IBM Laptop	39575	80812	99L2147	THINKPAD	21-Jun-04	\$ 1,853.72	N/A	N/A
1	IBM Laptop	39582	80805	99L2156	THINKPAD	21-Jun-04	\$ 1,853.72	N/A	N/A
1	IBM Laptop	39586	80801	99L2136	THINKPAD	21-Jun-04	\$ 1,853.72	N/A	N/A
1	IBM Laptop	39587	80800	99L2026	THINKPAD	21-Jun-04	\$ 1,853.72	N/A	N/A
1	IBM Laptop	39588	80799	99L2016	THINKPAD	21-Jun-04	\$ 1,853.72	N/A	N/A
1	IBM Laptop	39592	80795	99L1962	THINKPAD	21-Jun-04	\$ 1,853.72	N/A	N/A
1	IBM Laptop	39598	80789	99L1979	THINKPAD	21-Jun-04	\$ 1,853.72	N/A	N/A
1	IBM Laptop	39600	80787	99L1914	THINKPAD	21-Jun-04	\$ 1,853.72	N/A	N/A
1	IBM Laptop	39609	80778	99L1987	THINKPAD	21-Jun-04	\$ 1,853.72	N/A	N/A
1	IBM Laptop	39610	80777	99L2044	THINKPAD	21-Jun-04	\$ 1,853.72	N/A	N/A
1	IBM Laptop	39569	80818	99L2152	THINKPAD	21-Jun-04	\$ 1,853.73	N/A	N/A
1	IBM Laptop	39509	80532	99CWN84	THINKPAD R50	16-Jun-04	\$ 1,880.09	N/A	N/A
1	IBM Laptop	32958	32555	AKV5GHX	R302656DAU	17-Apr-02	\$ 1,889.00	N/A	N/A
1	IBM Laptop	32961	32558	AKV5GL5	R302656DAU	17-Apr-02	\$ 1,889.00	N/A	N/A
1	IBM Laptop	32962	32559	AKV5GLC	R302656DAU	17-Apr-02	\$ 1,889.00	N/A	N/A
1	IBM Laptop	32963	32560	AKV5GLG	R302656DAU	17-Apr-02	\$ 1,889.00	N/A	N/A
1	IBM Laptop	32964	32561	AKV5GLB	R302656DAU	17-Apr-02	\$ 1,889.00	N/A	N/A
1	IBM Laptop	32967	32564	AKV5GLA	R302656DAU	17-Apr-02	\$ 1,889.00	N/A	N/A
1	IBM Laptop	32968	32565	AKV5GL8	R302656DAU	17-Apr-02	\$ 1,889.00	N/A	N/A
1	IBM Laptop	32971	32568	AKV5GKV	R302656DAU	17-Apr-02	\$ 1,889.00	N/A	N/A
1	IBM Laptop	32972	32569	AKV5GK8	R302656DAU	17-Apr-02	\$ 1,889.00	N/A	N/A
1	IBM Laptop	32973	32570	AKV5GKG	R302656DAU	17-Apr-02	\$ 1,889.00	N/A	N/A
1	IBM Laptop	32974	32571	AKV5GLK	R302656DAU	17-Apr-02	\$ 1,889.00	N/A	N/A
1	IBM Laptop	32975	32572	AKV5GHR	R302656DAU	17-Apr-02	\$ 1,889.00	N/A	N/A

Qty.	Description	Tag Number	Asset Number	Serial Number	Model Number	Date In Service	Cost	PO#	Location
1	IBM Laptop	32977	32574	AKV5GKF	R302656DAU	17-Apr-02	\$ 1,889.00	N/A	N/A
1	IBM Laptop	32979	32576	AKV5GK2	R302656DAU	17-Apr-02	\$ 1,889.00	N/A	N/A
1	IBM Laptop	32982	32579	AKV5GKX	R302656DAU	17-Apr-02	\$ 1,889.00	N/A	N/A
1	IBM Laptop	32983	32580	AKV5GLO	R302656DAU	17-Apr-02	\$ 1,889.00	N/A	N/A
1	IBM Laptop	32985	32582	AKV5GL2	R302656DAU	17-Apr-02	\$ 1,889.00	N/A	N/A
1	IBM Laptop	32987	32584	AKV5GKI	R302656DAU	17-Apr-02	\$ 1,889.00	N/A	N/A
1	IBM Laptop	40801	81698	99P4350	THINKPAD 28882 WU	20-Jan-05	\$ 2,160.18	N/A	N/A
1	IBM Laptop	40804	81701	99P4331	THINKPAD 28882 WU	20-Jan-05	\$ 2,160.18	N/A	N/A
1	IBM Laptop	40807	81704	99P4366	THINKPAD 28882 WU	20-Jan-05	\$ 2,160.18	N/A	N/A
1	IBM Laptop	40810	81707	99P4436	THINKPAD 28882 WU	20-Jan-05	\$ 2,160.18	N/A	N/A
1	IBM Laptop	40811	81708	99P4314	THINKPAD 28882 WU	20-Jan-05	\$ 2,160.18	N/A	N/A
1	IBM Laptop	40815	81712	99P4446	THINKPAD 28882 WU	20-Jan-05	\$ 2,160.18	N/A	N/A
1	IBM Laptop	40816	81713	99P4428	THINKPAD 28882 WU	20-Jan-05	\$ 2,160.18	N/A	N/A
1	IBM Laptop	40819	81716	99P4318	THINKPAD 28882 WU	20-Jan-05	\$ 2,160.18	N/A	N/A
1	IBM Laptop	40832	81729	99P4342	THINKPAD 28882 WU	20-Jan-05	\$ 2,160.18	N/A	N/A
1	IBM Laptop	40837	81734	99P4339	THINKPAD 28882 WU	20-Jan-05	\$ 2,160.18	N/A	N/A
1		40837	81735	99P4420	THINKPAD 28882 WU	20-Jan-05	\$ 2,160.18	N/A	N/A
	IBM Laptop				THINKPAD 28882				
1	IBM Laptop	40839	81736	99P4390	WU	20-Jan-05	\$ 2,160.18	N/A	N/A
1	IBM Laptop	35160	34842	78MWRPA	THINKPAD	8-Jan-03	\$ 2,275.00	N/A	N/A
1	IBM Laptop	35162	34844	78MWRNL	THINKPAD	8-Jan-03	\$ 2,275.00	N/A	N/A
1	IBM Laptop	35164	34800	78MWRGM	THINKPAD	7-Jan-03	\$ 2,275.00	N/A	N/A
1	IBM Laptop	35167	34803	78MWRGD	THINKPAD	7-Jan-03	\$ 2,275.00	N/A	N/A
1	IBM Laptop	35169	34805	78MWRNA	THINKPAD	7-Jan-03	\$ 2,275.00	N/A	N/A
1	IBM Laptop	35171	34807	78MWRKD	THINKPAD	7-Jan-03	\$ 2,275.00	N/A	N/A
1	IBM Laptop	35172	34808	78MWRNX	THINKPAD	7-Jan-03	\$ 2,275.00	N/A	N/A
1	IBM Laptop	35173	34809	78MWRPC	THINKPAD	7-Jan-03	\$ 2,275.00	N/A	N/A
1	IBM Laptop	35174	34810	78MWRLL	THINKPAD	7-Jan-03	\$ 2,275.00	N/A	N/A
1	IBM Laptop	35176	34812	78MWRLD	THINKPAD	7-Jan-03	\$ 2,275.00	N/A	N/A
1	IBM Laptop	35177	34813	78MWRLH	THINKPAD	7-Jan-03	\$ 2,275.00	N/A	N/A
1	IBM Laptop	35178	34814	78MWRLW	THINKPAD	7-Jan-03	\$ 2,275.00	N/A	N/A
1	IBM Laptop	35180	34816	78MWRKN	THINKPAD	7-Jan-03	\$ 2,275.00	N/A	N/A
1	IBM Laptop	35181	34817	78MWRLV	THINKPAD	7-Jan-03	\$ 2,275.00	N/A	N/A
1	IBM Laptop	35182	34818	78MWRLG	THINKPAD	7-Jan-03	\$ 2,275.00	N/A	N/A
1	IBM Laptop	35183	34819	78MWRKX	THINKPAD	7-Jan-03	\$ 2,275.00	N/A	N/A
1	IBM Laptop	35184	34820	78MWRNM	THINKPAD	7-Jan-03	\$ 2,275.00	N/A	N/A

IBM Laptop	Qty.	Description	Tag Number	Asset Number	Serial Number	Model Number	Date In Service	Cost	PO #	Location
BRM Laptop   35189		·								
BM Laptop   35191   34828   78MVRKG   THINKPAD   7.Jan 03   \$2,275.00   N/A   N/A										
1		, ,								
BM Laptop										
BM Laptop										
1								. ,		
1   BM Laptop   35201   34838   78MWRLA   THINGPAD   7-Jan-03   52,275,00   N/A   N/A     1   BM Laptop   35202   34839   78MWRLT   THINGPAD   7-Jan-03   52,275,00   N/A   N/A     1   BM Laptop   9345   7780   78MLWL30011   2628   28-May-01   52,450,00   N/A   N/A     1   BM Laptop   39843   N/A     1   BM Laptop   81326   N/A								. ,		
1   BM Laptop   35202   34839   78MWRLT   THINKPAD   7-Jan-03   \$2,275.00   N/A   N/A     1   BM Laptop   9345   7780   78MWRJ0011   2628   28-May-01   \$2,450.00   N/A   N/A     1   BM Laptop   39843   N/A   N/A   N/A   N/A   N/A   N/A   N/A   N/A   N/A     1   BM Laptop   81326   N/A   N/A   N/A   N/A   N/A   N/A   N/A   N/A   N/A     1   BM Laptop   82698   N/A   N/A   N/A   N/A   N/A   N/A   N/A   N/A   N/A     1   BM Laptop   82698   N/A     1   BM Monitor   N/A     1   BM Think Pad   64646   107134   N/A   N/A   N/A   1-Jul-09   5 950.00   N/A   N/A     1   BM Think Pad   64649   107096   N/A   N/A   N/A   1-Jul-09   5 950.00   N/A   N/A     1   BM Think Pad   39520   80571   99CXP51   THINKPAD R50   25-Jun-04   51,987.08   N/A   N/A     1   BM Think Pad   2004   12564   1F3F0AF1F3FZ   NA   28-May-01   5 2,450.00   N/A   N/A     1   BM Think Pad   115616   N/A   N/A   N/A   N/A   N/A   N/A   N/A   N/A     1   BM Typewriter   8219   11068   11AWZP9   6781024   28-May-01   600   N/A   N/A     1   BM Typewriter   8229   11068   11AWZP9   6781024   28-May-01   600   N/A   N/A     1   BM Typewriter   8255   N/A   N/A   N/A   N/A   N/A   N/A   N/A   N/A   N/A     1   BOOK   64257   102366   N/A   N/A   N/A   1-Jul-09   5 999.00   N/A   N/A     1   Book   64259   102361   N/A   N/A   N/A   1-Jul-09   5 999.00   N/A   N/A     1   Book   64274   102391   N/A   N/A   N/A   1-Jul-09   5 999.00   N/A   N/A     1   Book   64270   102400   N/A   N/A   N/A   1-Jul-09   5 999.00   N/A   N/A     1   Book   64278   102393   N/A   N/A   1-Jul-09   5 999.00   N/A   N/A     1   Book   64279   102402   N/A   N/A   1-Jul-09   5 999.00   N/A   N/A     1   Book   64279   102402   N/A   N/A   1-Jul-09   5 999.00   N/A   N/A     1   Book   64279   102402   N/A   N/A   1-Jul-09   5 999.00   N/A   N/A     1   Book   64279   102402   N/A   N/A   1-Jul-09   5 999.00   N/A   N/A     1   Book   64279   102402   N/A   N/A   1-Jul-0										
1   BM Laptop	1	IBM Laptop			78MWRLA					
1	1	IBM Laptop	35202	34839	78MWRLT	THINKPAD	7-Jan-03		N/A	N/A
1         IBM Laptop         81326         N/A	1	IBM Laptop	9345	7780	78MLWL30011	2628	28-May-01	\$ 2,450.00	N/A	N/A
1   IBM Laptop	1	IBM Laptop	39843	N/A	N/A	N/A	N/A	N/A	N/A	N/A
15   IBM Monitor	1	IBM Laptop	81326	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1         IBM Think Pad         66466         107134         N/A         N/A         1_Jul-09         \$ 950.00         N/A         N/A           1         IBM Think Pad         66469         107096         N/A         N/A         1_Jul-09         \$ 950.00         N/A         N/A           1         IBM Think Pad         66650         107138         N/A         N/A         1_Jul-09         \$ 950.00         N/A         N/A           1         IBM Think Pad         39520         80571         99CXP51         THINKPAD R50         25-Jun-04         \$ 1,987.08         N/A         N/A           1         IBM Think Pad         2004         12564         1F3F0AF1F3FZ         NA         28-May-01         \$ 2,450.00         N/A         N/A           1         IBM Think Pad         115616         N/A	1	IBM Laptop	82698	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1         IBM Think Pad         64649         107096         N/A         N/A         1-Jul-09         \$ 950.00         N/A         N/A           1         IBM Think Pad         64650         107138         N/A         N/A         1-Jul-09         \$ 950.00         N/A         N/A           1         IBM Think Pad         39520         80571         99CXP51         THINKPAD R50         25-Jun-04         \$ 1,987.08         N/A         N/A           1         IBM Think Pad         2004         12564         1F3F0AF1F3FZ         NA         28-May-01         \$ 2,450.00         N/A         N/A           1         IBM Think Pad         115616         N/A	15	IBM Monitor	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1         IBM Think Pad         64650         107138         N/A         N/A         1-Jul-09         \$ 950.00         N/A         N/A           1         IBM Think Pad         39520         80571         99CXP51         THINKPAD R50         25-Jun-04         \$ 1,987.08         N/A         N/A           1         IBM Think Pad         2004         12564         1F3F0AF1F3FZ         NA         28-May-01         \$ 2,450.00         N/A         N/A           1         IBM Think Pad         115616         N/A	1	IBM Think Pad	64646	107134	N/A	N/A	1-Jul-09	\$ 950.00	N/A	N/A
1         IBM Think Pad         39520         80571         99CXP51         THINKPAD R50         25-Jun-04         \$ 1,987.08         N/A         N/A           1         IBM Think Pad         2004         12564         1F3F0AF1F3FZ         NA         28-May-01         \$ 2,450.00         N/A         N/A           1         IBM Think Pad         115616         N/A	1	IBM Think Pad	64649	107096	N/A	N/A	1-Jul-09	\$ 950.00	N/A	N/A
1         IBM Think Pad         2004         12564         1F3F0AF1F3FZ         NA         28-May-01         \$ 2,450.00         N/A         N/A           1         IBM Think Pad         115616         N/A	1	IBM Think Pad	64650	107138	N/A	N/A	1-Jul-09	\$ 950.00	N/A	N/A
1         IBM Think Pad         115616         N/A	1	IBM Think Pad	39520	80571	99CXP51	THINKPAD R50	25-Jun-04	\$ 1,987.08	N/A	N/A
7         IBM Think Pad         N/A         N/A <th< td=""><td>1</td><td>IBM Think Pad</td><td>2004</td><td>12564</td><td>1F3F0AF1F3FZ</td><td>NA</td><td>28-May-01</td><td>\$ 2,450.00</td><td>N/A</td><td>N/A</td></th<>	1	IBM Think Pad	2004	12564	1F3F0AF1F3FZ	NA	28-May-01	\$ 2,450.00	N/A	N/A
1         IBM Typewriter         8219         11068         11AWZR9         6781-024         28-May-01         600         N/A         N/A           1         IBM Typewriter         8096         9945         11NGT14         6781-024         2-Jul-98         \$7,473.00         N/A         N/A           1         IBM Typewriter         8255         N/A         N/A <td>1</td> <td>IBM Think Pad</td> <td>115616</td> <td>N/A</td> <td>N/A</td> <td>N/A</td> <td>N/A</td> <td>N/A</td> <td>N/A</td> <td>N/A</td>	1	IBM Think Pad	115616	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1         IBM Typewriter         8096         9945         11NGT14         6781-024         2-Jul-98         \$ 7,473.00         N/A         N/A           1         IBM Typewriter         8255         N/A	7	IBM Think Pad	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1         IBM Typewriter         8255         N/A         <	1	IBM Typewriter	8219	11068	11AWZR9	6781-024	28-May-01	600	N/A	N/A
1         iBook         64257         102366         N/A         N/A         1-Jul-09         \$ 999.00         N/A         N/A           1         iBook         64258         102359         N/A         N/A         1-Jul-09         \$ 999.00         N/A         N/A           1         iBook         64259         102368         N/A         N/A         1-Jul-09         \$ 999.00         N/A         N/A           1         iBook         64260         102361         N/A         N/A         1-Jul-09         \$ 999.00         N/A         N/A           1         iBook         64274         102391         N/A         N/A         1-Jul-09         \$ 999.00         N/A         N/A           1         iBook         64277         102400         N/A         N/A         1-Jul-09         \$ 999.00         N/A         N/A           1         iBook         64278         102393         N/A         N/A         1-Jul-09         \$ 999.00         N/A         N/A           1         iBook         64279         102402         N/A         N/A         1-Jul-09         \$ 999.00         N/A         N/A           1         iBook         64279         102402	1	IBM Typewriter	8096	9945	11NGT14	6781-024	2-Jul-98	\$ 7,473.00	N/A	N/A
1         iBook         64258         102359         N/A         N/A         1-Jul-09         \$ 999.00         N/A         N/A           1         iBook         64259         102368         N/A         N/A         1-Jul-09         \$ 999.00         N/A         N/A           1         iBook         64260         102361         N/A         N/A         1-Jul-09         \$ 999.00         N/A         N/A           1         iBook         64274         102391         N/A         N/A         1-Jul-09         \$ 999.00         N/A         N/A           1         iBook         64277         102400         N/A         N/A         1-Jul-09         \$ 999.00         N/A         N/A           1         iBook         64278         102393         N/A         N/A         1-Jul-09         \$ 999.00         N/A         N/A           1         iBook         64279         102402         N/A         N/A         1-Jul-09         \$ 999.00         N/A         N/A           1         iBook         64279         102402         N/A         N/A         1-Jul-09         \$ 999.00         N/A         N/A           1         iBook         35984         76923<	1	IBM Typewriter	8255	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1         iBook         64259         102368         N/A         N/A         1-Jul-09         \$ 999.00         N/A         N/A           1         iBook         64260         102361         N/A         N/A         1-Jul-09         \$ 999.00         N/A         N/A           1         iBook         64274         102391         N/A         N/A         1-Jul-09         \$ 999.00         N/A         N/A           1         iBook         64277         102400         N/A         N/A         1-Jul-09         \$ 999.00         N/A         N/A           1         iBook         64278         102393         N/A         N/A         1-Jul-09         \$ 999.00         N/A         N/A           1         iBook         64279         102402         N/A         N/A         1-Jul-09         \$ 999.00         N/A         N/A           1         iBook         64279         102402         N/A         N/A         1-Jul-09         \$ 999.00         N/A         N/A           1         iBook         64279         102402         N/A         N/A         1-Jul-09         \$ 999.00         N/A         N/A           1         iBook         35984         76923<	1	iBook	64257	102366	N/A	N/A	1-Jul-09	\$ 999.00	N/A	N/A
1         iBook         64260         102361         N/A         N/A         1-Jul-09         \$ 999.00         N/A         N/A           1         iBook         64274         102391         N/A         N/A         1-Jul-09         \$ 999.00         N/A         N/A           1         iBook         64277         102400         N/A         N/A         1-Jul-09         \$ 999.00         N/A         N/A           1         iBook         64278         102393         N/A         N/A         1-Jul-09         \$ 999.00         N/A         N/A           1         iBook         64279         102402         N/A         N/A         1-Jul-09         \$ 999.00         N/A         N/A           1         iBook         64279         102402         N/A         N/A         1-Jul-09         \$ 999.00         N/A         N/A           1         iBook         35984         76923         UV324020PBM         IBOOK 900MHZ         26-Jun-03         \$ 1,474.92         N/A         N/A           1         iBook         20162         23520         UV111031JU6         IBOOK         4-Apr-01         \$ 1,754.00         N/A         N/A	1	iBook	64258	102359	N/A	N/A	1-Jul-09	\$ 999.00	N/A	N/A
1         iBook         64274         102391         N/A         N/A         1-Jul-09         \$ 999.00         N/A         N/A           1         iBook         64277         102400         N/A         N/A         1-Jul-09         \$ 999.00         N/A         N/A           1         iBook         64278         102393         N/A         N/A         1-Jul-09         \$ 999.00         N/A         N/A           1         iBook         64279         102402         N/A         N/A         1-Jul-09         \$ 999.00         N/A         N/A           1         iBook         35984         76923         UV3240Z0PBM         IBOOK 900MHZ         26-Jun-03         \$ 1,474.92         N/A         N/A           1         iBook         20162         23520         UV111031JU6         IBOOK         4-Apr-01         \$ 1,754.00         N/A         N/A	1	iBook	64259	102368	N/A	N/A	1-Jul-09	\$ 999.00	N/A	N/A
1         iBook         64274         102391         N/A         N/A         1-Jul-09         \$ 999.00         N/A         N/A           1         iBook         64277         102400         N/A         N/A         1-Jul-09         \$ 999.00         N/A         N/A           1         iBook         64278         102393         N/A         N/A         1-Jul-09         \$ 999.00         N/A         N/A           1         iBook         64279         102402         N/A         N/A         1-Jul-09         \$ 999.00         N/A         N/A           1         iBook         35984         76923         UV3240Z0PBM         IBOOK 900MHZ         26-Jun-03         \$ 1,474.92         N/A         N/A           1         iBook         20162         23520         UV111031JU6         IBOOK         4-Apr-01         \$ 1,754.00         N/A         N/A	1	iBook	64260	102361			1-Jul-09			
1         iBook         64277         102400         N/A         N/A         1-Jul-09         \$ 999.00         N/A         N/A           1         iBook         64278         102393         N/A         N/A         1-Jul-09         \$ 999.00         N/A         N/A           1         iBook         64279         102402         N/A         N/A         1-Jul-09         \$ 999.00         N/A         N/A           1         iBook         35984         76923         UV3240Z0PBM         IBOOK 900MHZ         26-Jun-03         \$ 1,474.92         N/A         N/A           1         iBook         20162         23520         UV111031JU6         IBOOK         4-Apr-01         \$ 1,754.00         N/A         N/A	1	iBook	64274	102391	N/A	N/A	1-Jul-09	\$ 999.00	N/A	
1         iBook         64278         102393         N/A         N/A         1-Jul-09         \$ 999.00         N/A         N/A           1         iBook         64279         102402         N/A         N/A         1-Jul-09         \$ 999.00         N/A         N/A           1         iBook         35984         76923         UV3240Z0PBM         IBOOK 900MHZ         26-Jun-03         \$ 1,474.92         N/A         N/A           1         iBook         20162         23520         UV111031JU6         IBOOK         4-Apr-01         \$ 1,754.00         N/A         N/A										
1         iBook         64279         102402         N/A         N/A         1-Jul-09         \$ 999.00         N/A         N/A           1         iBook         35984         76923         UV3240Z0PBM         IBOOK 900MHZ         26-Jun-03         \$ 1,474.92         N/A         N/A           1         iBook         20162         23520         UV111031JU6         IBOOK         4-Apr-01         \$ 1,754.00         N/A         N/A								,		
1         iBook         35984         76923         UV3240Z0PBM         IBOOK 900MHZ         26-Jun-03         \$ 1,474.92         N/A         N/A           1         iBook         20162         23520         UV111031JU6         IBOOK         4-Apr-01         \$ 1,754.00         N/A         N/A										
1 iBook 20162 23520 UV111031JU6 IBOOK 4-Apr-01 \$1,754.00 N/A N/A										
1 liBook   117639   N/A   N/A   N/A   N/A   N/A   N/A   N/A   N/A										

Qty.	Description	Tag Number	Asset Number	Serial Number	Model Number	Date In Service	Cost	PO#	Location
1	iMAC	16369	22486	YM1069JSKLX	Z03L	2-Apr-01	\$ 859.00	N/A	N/A
1	iMAC	31255	28196	YM1101EFKLX	IMAC 512K	20-Jun-01	\$ 859.00	N/A	N/A
1	iMAC	31257	28199	YM1100YPKLX	IMAC 512K	20-Jun-01	\$ 859.00	N/A	N/A
1	iMAC	31258	11207	YM1101E9KLX	IMAC 512K	20-Jun-01	\$ 859.00	N/A	N/A
1	iMAC	31260	28203	YM1101DQKLX	IMAC 512K	20-Jun-01	\$ 859.00	N/A	N/A
1	iMAC	32527	31820	YM14450HLFB	IMAC	10-Jan-02	\$ 946.00	N/A	N/A
1	iMAC	32528	31821	YM1451J2LFB	IMAC	10-Jan-02	\$ 946.00	N/A	N/A
1	iMAC	32536	31829	YM14407VLFB	IMAC	10-Jan-02	\$ 946.00	N/A	N/A
1	iMAC	32537	31830	YM14408TLFB	IMAC	10-Jan-02	\$ 946.00	N/A	N/A
1	iMAC	32545	31838	YM14409CLFB	IMAC	10-Jan-02	\$ 946.00	N/A	N/A
1	iMAC	32547	31840	YM144082LFB	IMAC	10-Jan-02	\$ 946.00	N/A	N/A
1	iMAC	32549	31842	YM14406ALFB	IMAC	10-Jan-02	\$ 989.00	N/A	N/A
1	iMAC	15391	22325	YM031BWFJAU	IMAC	21-Sep-00	\$ 1,065.00	N/A	N/A
1	iMAC	15393	22328	YM0420HSJAU	IMAC	4-Dec-00	\$ 1,151.00	N/A	N/A
1	iMAC	31140	28209	YM1241D7KWG	IMAC	28-May-01	\$ 1,181.00	N/A	N/A
1	iMAC	31074	102178	N/A	N/A	1-Jul-09	\$ 1,299.00	N/A	N/A
1	iMAC	31077	102174	N/A	N/A	1-Jul-09	\$ 1,299.00	N/A	N/A
1	iMAC	31214	27990	RN1225D4KM3	500	22-Jun-01	\$ 1,309.00	N/A	N/A
1	iMAC	33574	34088	QT21400YL2T	700MHZ	9-Apr-02	\$ 1,442.00	N/A	N/A
1	iMAC	9058	14533	QT1131F9K34	G3	10-Apr-01	\$ 1,504.00	N/A	N/A
1	iMAC	15628	22853	RN010416J8E	IMAC	22-Mar-00	\$ 1,603.00	N/A	N/A
1	iMAC	15375	22303	YM031G9WJAU	M5521	28-May-01	\$ 2,100.00	N/A	N/A
1	IMAC	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	IMAC	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	iMAC	16377	22497	YM1069JRKLX	Z03L	2-Apr-01	\$ 859.00	N/A	N/A
	iMAC	15369	22295	YM031BV0JAU	M5521	28-May-01	\$ 1,065.00	N/A	N/A
	INTEL Computer	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	JVC DVD	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	JVC VCR	112723	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	JVC VCR	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Keyboard	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Keyboard & Mouse	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	KYOCORD Printer	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Laptop	31092	28052	78NLFXM	N/A	13-Jun-01	\$ 2,934.00	N/A	N/A
1	Laptop Power Book G3	99298	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Qty.	Description	Tag Number	Asset Number	Serial Number	Model Number	Date In Service	Cost	PO#	Location
1	Large Printer Component	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	LCD Projector	39655	102360	N/A	N/A	1-Jul-09	500	N/A	N/A
1	LCD Projector	39656	102352	N/A	N/A	1-Jul-09	500	N/A	N/A
1	LCD Projector	39657	102358	N/A	N/A	1-Jul-09	500	N/A	N/A
1	LCD Projector	64262	102354	N/A	N/A	1-Jul-09	500	N/A	N/A
1	LCD Projector	56421	92579	810752	ELMO P30	4-Apr-07	\$ 1,645.85	N/A	N/A
1	LCD Projector - ELMO	47925	110152	N/A	N/A	1-Jul-09	\$ 1,000.00	N/A	N/A
1	LCD Projector - ELMO	47933	110160	N/A	N/A	1-Jul-09	\$ 1,000.00	N/A	N/A
1	LCD Projector - ELMO	47934	110161	N/A	N/A	1-Jul-09	\$ 1,000.00	N/A	N/A
1	LCD Projector - ELMO	47941	110163	N/A	N/A	1-Jul-09	\$ 1,000.00	N/A	N/A
1	LCD Projector - ELMO	47922	90915	960255	TT02	22-Mar-07	\$ 1,000.00	N/A	N/A
1	LCD Projector ELMO	56668	92836	142962	ELMO HV-110XG	6-Apr-07	\$ 579.68	N/A	N/A
1	LCD Projector ELMO	56669	92833	142961	ELMO HV-110XG	6-Apr-07	\$ 579.70	N/A	N/A
1	LCD Projector EPSON	64285	102351	N/A	N/A	1-Jul-09	\$ 500.00	N/A	N/A
1	Lexmark Printer	8010	12050	11DXV31	1625N	9-Jul-99	\$ 1,298.00	N/A	N/A
1	Lexmark Printer	23938	4445	11APZ84	4059-165	28-May-01	\$ 1,895.00	N/A	N/A
1	Lexmark Printer	4332	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Lexmark Scanner/Printer	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	LUCENT Telephone	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	MAC Book	57302	91978	w87180sgwgn	МАСВООК	4-May-07	\$ 1,182.05	N/A	N/A
1	MAC Computer	45452	87315	G854980ATDP	EMAC 1.42 GHZ	12-Dec-05	\$ 833.31	N/A	N/A
1	MAC Computer	45462	87296	G85497T3TDP	EMAC 1.42 GHZ	12-Dec-05	\$ 833.31	N/A	N/A
1	MAC Computer	45431	87358	G85494TSTDP	EMAC 1.42 GHZ	12-Dec-05	\$ 833.41	N/A	N/A
1	MAC Computer	28193	674	YM0400JDJAU	IMAC	6-Nov-00	\$ 1,065.00	N/A	N/A
1	MAC Computer	28017	1150	NSN	M4984	28-May-01	\$ 2,100.00	N/A	N/A
1	MAC Computer	28144	569	NSN	M4984	28-May-01	\$ 2,100.00	N/A	N/A
1	MAC Computer	64044	105777	N/A	N/A	1-Jul-09	\$ 2,100.00	N/A	N/A
1	MAC Computer	64045	105753	N/A	N/A	1-Jul-09	\$ 2,100.00	N/A	N/A
1	MAC Computer	82236	45	RN001A8JHTH	M5521	28-May-01	\$ 2,100.00	N/A	N/A
1	MAC Computer	102647	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	MAC Computer	102654	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	MAC Computer	111041	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	MAC Computer	114040	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	MAC Computer	114045	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	MAC Computer	114054	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Qty.	Description	Tag Number	Asset Number	Serial Number	Model Number	Date In Service	Cost	PO#	Location
1	MAC Computer	114065	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	MAC Computer	114066	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	MAC e-Books	37429	16662	2137	2000	28-May-01	\$ 500.00	N/A	N/A
1	MAC e-Books	37421	78842	YM347352PPO	EMAC 1GHZ CD ROM Z097	28-Jan-04	\$ 801.66	N/A	N/A
1	MAC e-Books	37422	78854	YM347324PPO	EMAC 1GHZ CD ROM Z097	28-Jan-04	\$ 801.66	N/A	N/A
1	MAC e-Books	37423	78851	YM3472ZIPPO	EMAC 1GHZ CD ROM Z097	28-Jan-04	\$ 801.66	N/A	N/A
1	MAC e-Books	37424	78848	YM34732XPPO	EMAC 1GHZ CD ROM Z097	28-Jan-04	\$ 801.66	N/A	N/A
1	MAC e-Books	37425	78873	YM34730CPP0	EMAC 1GHZ CD ROM Z097	28-Jan-04	\$ 801.66	N/A	N/A
1	MAC e-Books	37428	14723	NSN	NA	28-May-01	\$ 820.00	N/A	N/A
1	MAC e-Books	37431	16182	NA	НР	28-May-01	\$ 945.00	N/A	N/A
1	MAC e-Books	37436	21931	M12183V7DT6	M1299	28-May-01	\$ 2,100.00	N/A	N/A
1	MAC e-Books	37437	22726	F9044ETM0001A	M0001A	28-May-01	\$ 2,100.00	N/A	N/A
1	MAC e-Books	37439	23446	NA NA	NA	28-May-01	\$ 2,450.00	N/A	N/A
1	MAC e-Books	37433	18830	TS131W0129	101259016-011	28-May-01	\$ 4,600.00	N/A	N/A
1	MAC e-Books	37434	18832	TS131W0389	101259016-011	28-May-01	\$ 4,600.00	N/A	N/A
1		64688				,	\$ 1,799.00		
	MAC G4 Cube		107376	N/A	N/A	1-Jul-09	. ,	N/A	N/A
1	MAC G4 Cube	5075	16467	NA	NA	28-May-01	\$ 1,900.00	N/A	N/A
1	MAC G4 Cube	5341	17102	NA 	NA 	28-May-01	\$ 1,900.00	N/A	N/A
1	MAC G4 Cube	5426	16529	NA	NA	28-May-01	\$ 1,900.00	N/A	N/A
1	MAC G4 Cube	29539	12014	SG10102JK59	M7886	28-May-01	\$ 1,900.00	N/A	N/A
1	MAC G4 Cube	9237	15322	SG10102MK59	MAC G4	12-Jan-00	\$ 1,937.00	N/A	N/A
1	MAC G4 Cube	64686	107378	N/A	N/A	1-Jul-09	\$ 1,937.00	N/A	N/A
1	MAC G4 Cube	115154	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	MAC PC	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	MAC Super Disk Drive	104753	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	MAGANOX TV	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	MAGNAVOX VCR	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	MICRON Computer MICRON Computer	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	Monitor MICRON Computer	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Monitor	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Microscope	71514	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Microscope	101634	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Microscope	101635	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Microscope	105410	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	MicroTek Scanner	112129	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Qty.	Description	Tag Number	Asset Number	Serial Number	Model Number	Date In Service	Cost	PO#	Location
1	MITSUBISHI	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
4	MITSUBISHI VCR	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	MOMERX TV	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Motorola CT 250 Radios	104205	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Motorola CT 250 Radios	115066	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Motorola CT 250 Radios	115067	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Motorola CT 250 Radios	10420?	N/A	N/A	N/A	N/A	N/A	N/A	N/A
3	NEC Computer Monitor	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
7	Network Unit	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	Notebook Batteries	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Oki Fax	25745	27980	908C1009385	5250	26-Jan-00	\$ 699.00	N/A	N/A
1	Okifax Fax Machine	45063	84335	AE58053901A0	OKIFAX 5650	17-Nov-05	\$ 829.67	N/A	N/A
1	Okifax Fax Machine	8864	20482	LC338BEYVA2	M1254	28-May-01	\$ 1,900.00	N/A	N/A
2	OPTIQUEST Computer Monitor	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Optiscan	112255	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Oscilloscope	12147	15194	VF61804491	MEF300PBDD	28-May-01	\$ 525.00	N/A	N/A
1	Oscilloscope	28987	10396	N/A	N/A	28-May-01	\$ 550.00	N/A	N/A
1	Overhead Projector	53052	97175	w8750IMXZ5W	MACBOOK MB062LL	19-Feb-08	\$ 951.01	N/A	N/A
1	Overhead Projector	4281	13672	NSN	NA	28-May-01	\$ 1,000.00	N/A	N/A
1	Overhead Projector	4311	13892	23CFL83	PC300GL	22-May-00	\$ 1,057.00	N/A	N/A
1	Overhead Projector	77861	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Overhead Projector	82165	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Overhead Projector	82896	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Overhead Projector	85435	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Overhead Projector	85928	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Overhead Projector	86535	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Overhead Projector	86544	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Overhead Projector	86714	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Overhead Projector	87254	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Overhead Projector	91199			N/A	N/A		N/A	N/A
			N/A	N/A			N/A		
1	Overhead Projector	94678	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Overhead Projector	95227	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Overhead Projector	95780	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Overhead Projector	100702	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Overhead Projector	102052	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Qty.	Description	Tag Number	Asset Number	Serial Number	Model Number	Date In Service	Cost	PO#	Location
1	Overhead Projector	102503	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Overhead Projector	109291	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Overhead Projector	110705	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Overhead Projector	110707	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Overhead Projector	110708	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Overhead Projector	110712	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Overhead Projector	110716	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Overhead Projector	110718	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Overhead Projector	110719	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Overhead Projector	110725	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Overhead Projector	110726	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Overhead Projector	110734	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Overhead Projector	110737	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Overhead Projector	112152	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Overhead Projector	114687	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Overhead Projector	114690	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Overhead Projector	114696	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Overhead Projector	114701	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Overhead Projector	114702	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Overhead Projector	114710	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Overhead Projector	114724	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Overhead Projector	114725	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Overhead Projector	114753	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Overhead Projector	117120	N/A	N/A	N/A	N/A	N/A	N/A	N/A
22	Overhead Projector	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Overland Projector	94647	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Overland Projector	99581	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Overland Projector	100879	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Overland Projector	100882	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Overland Projector	100884	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Overland Projector	100886	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Overland Projector	100888	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	PA Sound System	53737	102502	N/A	N/A	1-Jul-09	999	N/A	N/A
1	Pallet of Wall & Ceiling Speakers	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	Panasonic TV	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	i dilasonic i v	IV/A	1V/ PA	1V/M	1V/A	IN/A	IV/A	IN/A	IN/A

Qty.	Description	Tag Number	Asset Number	Serial Number	Model Number	Date In Service	Cost	PO#	Location
1	Panasonic VHS/DVD	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Panasonic Video Camera	64280	102338	N/A	N/A	1-Jul-09	\$ 1,000.00	N/A	N/A
1	Panasonic Video Camera	64281	102348	N/A	N/A	1-Jul-09	\$ 1,000.00	N/A	N/A
1	Panasonic Video Camera	81486	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Phillips T.V.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Phillips T.V.	2039	12661	39194166	PA7027C	2-May-00	\$ 515.00	N/A	N/A
1	Phillips T.V.	2185	17435	39194062	PA7027C	2-May-00	\$ 515.00	N/A	N/A
1	Phillips T.V.	2199	17455	39194138	PA7027C	2-May-00	\$ 515.00	N/A	N/A
1	Phillips T.V.	5097	15874	39194073	PA7027C	2-May-00	\$ 515.00	N/A	N/A
1	Phillips T.V.	5364	17169	39194148	PA7027C	2-May-00	\$ 515.00	N/A	N/A
1	Phillips T.V.	9159	15798	39194215	PA7027C	2-May-00	\$ 515.00	N/A	N/A
1	Phillips T.V.	9216	15286	39194201	PA7027C	2-May-00	\$ 515.00	N/A	N/A
1	Phillips T.V.	2167	17869	27F700 7583	PA9027C101	28-May-01	\$ 1,000.00	N/A	N/A
1	Phillips T.V.	2043	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Phillips T.V.	2065	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Phillips T.V.	5125	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Phillips T.V.	5276	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Phillips T.V.	6537	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Phillips T.V.	6556	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Phillips T.V.	6575	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Phillips T.V.	6581	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Phillips T.V.	29537	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Phillips T.V.	107301	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Phillips T.V.	107327	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Phillips T.V.	107332	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Power Book G4	33234	17954	QT2061	, B6408LL	20-Mar-02	\$ 3,166.00	N/A	N/A
1	Power MAC Book	64275	102404	N/A	N/A	1-Jul-09	\$ 2,150.00	N/A	N/A
1	Power MAC Book	64276	102397	N/A	N/A	1-Jul-09	\$ 2,150.00	N/A	N/A
1	Power Supply	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	PowerMac Computer	96650	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Printer	25831	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Printer	96823	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Printer	116825	N/A	N/A	N/A	N/A	N/A	N/A	N/A
5	Printer	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	Projector	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Qty.	Description	Tag Number	Asset Number	Serial Number	Model Number	Date In Service	Cost	PO#	Location
1	Quasar T.V.	25448	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Quasar T.V.	27029	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	RCA T.V.	4171	13076	39194067	PA7027C	2-May-00	\$ 515.00	N/A	N/A
1	RCA T.V.	74309	119992	HZ105YMBZ38	MB292LL/A	1-Jul-09	\$ 542.66	N/A	N/A
1	RCA T.V.	75358	123891	DQTFJRABDFHY	N/A	1-Jul-09	\$ 651.41	N/A	N/A
1	RCA T.V.	3210	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	RCA T.V.	4201	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	RCA T.V.	7979	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	RCA T.V.	8489	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	RCA T.V.	8567	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	RCA T.V.	8590	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	RCA T.V.	8672	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	RCA T.V.	9157	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	RCA T.V.	9208	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	RCA T.V.	9932	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	RCA T.V.	16290	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	RCA T.V.	16301	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	RCA T.V.	16456	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	RCA T.V.	16481	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	RCA T.V.	17054	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	RCA T.V.	17070	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	RCA T.V.	17079	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	RCA T.V.	19588	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	RCA T.V.	19600	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	RCA T.V.	19714	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	RCA T.V.	20029	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	RCA T.V.	20554	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	RCA T.V.	81665	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	RCA T.V.	86314	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	RCA T.V.	86567	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	RCA T.V.	86575	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	RCA T.V.	86589	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	RCA T.V.	86593	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	RCA T.V.	86657	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	RCA T.V.	86661	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Qty.	Description	Tag Number	Asset Number	Serial Number	Model Number	Date In Service	Cost	PO #	Location
1	RCA T.V.	86664	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	RCA T.V.	86673	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	RCA T.V.	96741	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	RCA T.V.	99696	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	RCA T.V.	107318	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	RCA T.V.	111211	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8	RCA TV	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Record Player	52041	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Record Player	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Risograph Copier	35943	108747	N/A	N/A	1-Jul-09	\$ 1,000.00	N/A	N/A
1	Risograph Copier	7534	14267	NA	A2694	28-May-01	\$ 1,750.00	N/A	N/A
1	SAMSUNG	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	SAMSUNG LCD Projector	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	SANYO Microwave	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	SANYO VCR	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
3	Scanner	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Server	34159	28303	78-V4290	SERIES 220	17-Jun-02	\$ 506.00	N/A	N/A
1	Set of Headphones	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	SHARP Cassette Recorder	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	SHARP Tape Recorder	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Smart Boards	56604	92568	101232	SMARTBOARD SB640	29-Mar-07	\$ 574.00	N/A	N/A
1	Smart Boards	56609	93022	100670	SMARTBOARD SB640	29-Mar-07	\$ 574.00	N/A	N/A
1	Smart-UPS	111032	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	SONY Computer Monitor	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	SONY DVD	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	SONY Flat Screen	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	SONY Radio	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	SONY Radio/Stereo	N/A	N/A	N/A			N/A	N/A	N/A
	Sony T.V.				N/A	N/A			
1		48790	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	SONY TV SONY VCR	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1 12		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Stereo	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Strip Chart Recorder	53634	103506	N/A	N/A	1-Jul-09	\$ 500.00	N/A	N/A
1	Switch Board	41299	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	SYMPHONIC VCR	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Qty.	Description	Tag Number	Asset Number	Serial Number	Model Number	Date In Service	Cost	PO #	Location
	T.V RCA	1069	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	T.V RCA	8106	N/A	N/A	N/A	N/A	N/A	N/A	N/A
		8144	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	T.V RCA				-				
	T.V RCA	8166	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	T.V RCA	8184	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	T.V RCA	8213	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	T.V RCA	8216	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	T.V RCA	8287	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	T.V RCA	8316	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	T.V RCA	8320	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	T.V RCA	8331	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	T.V RCA	8365	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	T.V RCA	86281	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	T.V RCA	86282	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	T.V RCA	86283	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	T.V RCA	87403	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Tape Recorder	1908	31242	NSN	NA	28-May-01	\$ 1,000.00	N/A	N/A
1	Tape Recorder	52440	109994	N/A	N/A	1-Jul-09	\$ 1,599.00	N/A	N/A
13	Tape Recorder	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	TOSHIBA Computer	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
4	TOSHIBA Laptop	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	TOSHIBA Printer	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8	TV Converter	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Typewriter	8075	13129	116064307	6747	28-May-01	\$ 600.00	N/A	N/A
3	UNINTERRUPTED POWER SUPPLY UNIT	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	Unisys Printer	21736	18507	11KTW25	4059-165	28-May-01	\$ 799.00	N/A	N/A
1	Unisys Printer	60720	102579	N/A	N/A	1-Jul-09	\$ 1,099.00	N/A	N/A
1	Unisys Printer	9126	15609	41G5168	4069-UB6	28-May-01	\$ 1,895.00	N/A	N/A
1	Unisys Printer	10456	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	VCR	22470	30913	RHPP069396UC	CLD-V2600	28-May-01	\$ 575.00	N/A	N/A
1	VCR	8215	11061	0G3973120	CLD-V2400	1-Dec-94	\$ 693.00	N/A	N/A
1	VCR	74295	121490	HW102B2FZ3A	MC497LL/A	1-Jul-09	\$ 766.16	N/A	N/A
1	VCR	1621	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	VCR	1637	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	VCR	1672	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Qty.	Description	Tag Number	Asset Number	Serial Number	Model Number	Date In Service	Cost	PO #	Location
1	VCR	2044	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	VCR	2124	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	VCR	3575	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	VCR	3632	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	VCR	5302							
1	VCR	8107	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1			N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	VCR	8146	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	VCR	8168	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	VCR	8190	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	VCR	8214	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	VCR	8307	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	VCR	8317	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	VCR	8330	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	VCR	8349	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	VCR	8366	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	VCR	8568	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	VCR	8673	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	VCR	9217	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	VCR	11128	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	VCR	16291	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	VCR	16358	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	VCR	16365	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	VCR	18722	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	VCR	18779	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	VCR	18873	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	VCR	18990	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	VCR	22370	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	VCR	22436	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	VCR	22464	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	VCR	22484	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	VCR	22493	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	VCR	22699	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	VCR	24799	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	VCR	24865	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1	VCR	25491	N/A	N/A	N/A	N/A	N/A	N/A	N/A

1         VCR         29317         N/A         N/A <th>Location</th>	Location
1         VCR         86637         N/A         N/A <td>N/A</td>	N/A
1         VCR         86650         N/A         N/A <td>N/A</td>	N/A
1         VCR         94580         N/A         N/A <td>N/A</td>	N/A
1         VCR         94816         N/A         N/A <td>N/A</td>	N/A
1         VCR         101569         N/A         N/A <td>N/A</td>	N/A
1         VCR         104463         N/A         N/A <td>N/A</td>	N/A
1         VCR         105975         N/A         N/A <td>N/A</td>	N/A
1         VCR         107375         N/A         N/A <td>N/A</td>	N/A
1         VCR         107399         N/A         N/A <td>N/A</td>	N/A
1         VCR         107405         N/A         N/A <td>N/A</td>	N/A
1         VCR         107419         N/A         N/A <td>N/A</td>	N/A
1         VCR         107434         N/A         N/A <td>N/A</td>	N/A
1         VCR         112720         N/A         N/A <td>N/A</td>	N/A
1         VCR         112722         N/A         N/A         N/A         N/A         N/A         N/A           1         VCR         112723         N/A         N/A         N/A         N/A         N/A         N/A         N/A           1         VCR         112732         N/A         N/A         N/A         N/A         N/A         N/A         N/A	N/A
1 VCR 112723 N/A N/A N/A N/A N/A N/A N/A N/A 1 VCR 112732 N/A	N/A
1 VCR 112732 N/A N/A N/A N/A N/A N/A N/A	N/A
	N/A
	N/A
	N/A
1 VCR N/A N/A N/A N/A N/A N/A N/A N/A	N/A
1 VHS Cassette Player 3675 10161 78ZGMY8 MT6563-95U 28-May-01 \$1,775.00 N/A	N/A
1 VHS Cassette Player 3565 N/A N/A N/A N/A N/A N/A N/A	N/A
1 VHS Cassette Player 3684 N/A N/A N/A N/A N/A N/A N/A	N/A
1 Video Camera 7709 14874 C7HD00064 AG-160 28-May-01 \$1,300.00 N/A	N/A
VIEW SONIC Computer	, N/A
1 VVC VCR N/A N/A N/A N/A N/A N/A N/A N/A	N/A
1 Wireless Modem N/A N/A N/A N/A N/A N/A N/A N/A	, N/A
1 Xerox Printer 57163 97435 FBT044778 N/A 2-Apr-07 \$ 904.29 N/A	N/A
1 Xerox Printer 51854 94117 wypo46064 8550 PHASER 8-Feb-07 \$ 1,005.70 N/A	N/A
1 Xerox Printer 67879 103083 N/A N/A 1-Jul-09 \$1,600.00 N/A	N/A
18 Dry Erase White Boards N/A	Sierra
	Saddleback
7 Book Shelf N/A N/A N/A N/A N/A N/A N/A N/A N/A	Spurgeon
5 File Cabinet 2 Drawer N/A N/A N/A N/A N/A N/A N/A N/A N/A	Spurgeon
14 File Cabinet 4 Drawer N/A N/A N/A N/A N/A N/A N/A N/A N/A	Spurgeon

Qty.	Description	Tag Number	Asset Number	Serial Number	Model Number	Date In Service	Cost	PO #	Location
1	Small Rolling Cabinet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Spurgeon
6	Computer Desk	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Spurgeon
12	Teacher Desk	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Spurgeon
3	Art Desk	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Spurgeon
26	Table	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Spurgeon
10	Rolling Cabinet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Spurgeon
101	Student Double Desk	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Spurgeon
12	Student Single Desk	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Spurgeon
3	Testing Table	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Spurgeon
18	Student Chair	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Spurgeon
6	Library Cart	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Sepulveda
226	Student Chair	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Saddleback
1	Storage Cabinet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Saddleback
1	Washing Machine	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Saddleback
1	Dryer	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Saddleback
1	Microwave	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Saddleback
1	Food Service Cart	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Saddleback
1	Easel Stand	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Saddleback
3	True PX5 Elliptical	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Saddleback
					N/A		N/A	N/A	Saddleback
1	Monarch Bike	N/A	N/A	N/A		N/A			Saddleback
1	Leg Weight Equipment	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
1	File Cabinet 2 Drawer	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Saddleback
1	TV Cart	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Saddleback
1	Art Desk	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Saddleback
2	Rolling Cabinet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Saddleback
3	Teacher Desk	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Saddleback District
12	Rolling Cabinet	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Storage District
6	Book Shelf	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Storage District
6	Office Chair	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Storage District
12	Table	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Storage District
8	Library Cart	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Storage District
6	Computer Cart	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Storage District
23	Trapezoid Desks	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Storage District
5	Teacher Desk	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Storage District
3	File Cabinet 4 Drawer	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Storage

04	Description	Top Number	Asset Number	Serial Number	Model Number	Date In Service	Cost	PO #	Location
Qty.	Description	Tag Number	Asset Number	Seriai Number	Model Number	Date in Service	Cost	PU#	District
2	Rectangle Meeting Tables	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Storage
F	rectangle weeting rubles	14//	14/71	14//	14/74	14//	14/71	14//	District
6	Refrigerator	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Storage
		,	,	•	,	,	,	·	District
5	Dry Erase White Boards	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Storage
									District
13	Workstation Desks	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Storage
									District
35	Student Chair	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Storage
١.									District
1	Laminating Machine	114226	N/A	N/A	N/A	N/A	N/A	N/A	Storage
١,	F	N1 / A	N1/A	NI / A	N1/A	NI/A	NI/A	N/A	District
2	Freezer	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Storage District
1	Fire Proof Safe	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Storage
	The Froot Sale	N/A	IN/A	IV/A	N/A	N/A	IN/A	IN/A	District
2	Metal Cart	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Storage
		,	,	.,,	.,,	.,,	,	,	Building
1	Ajax Air Conditioning Unit	N/A	N/A	88-40926	WG1050	N/A	N/A	N/A	Services
	Lochinar Air Conditioning								Building
1	Unit	N/A	N/A	B12HOO238996	CHN 0992	N/A	N/A	N/A	Services
	Lennox Air Conditioning				GGS11-2753-350A-				Building
1	Unit	N/A	N/A	N/A	2W	N/A	N/A	N/A	Services
	Outdoor Metal Storage			_					Building
1	Building	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Services
	1988 Chevrolet Astro,								
1	Cargo Van 3D,4.4L V6 TB, Mileage: 89077	N/A	N/A	Vin #91041	N/A	N/A	N/A	N/A	N/A
1	1989 Chevrolet Cavalier,	N/A	N/A	VIII #91041	N/A	N/A	N/A	N/A	N/A
	Sedan 4D, 2.0L 15 EFI,								
1	Mileage: 64009	N/A	N/A	Vin #64009	N/A	N/A	N/A	N/A	N/A
广		14//	14//	VIII 110-1003	14/73	14/11	14//1	11//	14//
	1990 Ford F250, F Series								
	with contractors utility								
	bend, Regular Cab 2D, 5.8L,								
1	V8 EFI, Mileage: 127562	N/A	N/A	Vin #41630	N/A	N/A	N/A	N/A	N/A
	Note: Here			0 1	and original nurshs	!		L	

Note: Items with a value of less than \$500.00 are not tagged and original purchase information is not available

## AGENDA ITEM BACKUP SHEET March 26, 2013

## **Board Meeting**

TITLE:

Adoption of Resolution No. 12/13-2957 - Revision of Authorized

**Signatories** 

ITEM:

Consent

PREPARED BY: SUBMITTED BY:

Stefanie P. Phillips, Ed.D., CBO, Deputy Superintendent, Operations Stefanie P. Phillips, Ed.D., CBO, Deputy Superintendent, Operations

#### **BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board adoption of Resolution No. 12/13-2957, revision of authorized signatories for Santa Ana Unified School District.

#### **RATIONALE:**

Education Code Section 17604 specifically authorizes the Board, by majority vote, to delegate signature authority on behalf of the District to the District Superintendent, and/or other designated District officers and employees. Such a delegation of signature authority can expedite the implementation of financial transactions or any other contract, agreement, or forms that have previously been approved by the Board. Additionally, Education Code Section 35161 authorizes the Board to delegate to District officers or employees, any of the Board's power or duties.

This resolution also would memorialize the delegation of signature authority on behalf of the District to the District's Superintendent and other District officers and employees that the Superintendent has identified as having an ability to exercise sound business judgment on behalf of the District and understand the contracts and other instruments being executed.

#### **FUNDING:**

Not Applicable

#### **RECOMMENDATION:**

Adopt Resolution No. 12/13-2957 – revision of authorized signatories.

SP:mm

## RESOLUTION NO. 12/13-2957

#### BOARD OF EDUCATION

## SANTA ANA UNIFIED SCHOOL DISTRICT

#### ORANGE COUNTY, CALIFORNIA

#### Revision of Authorized Signatories

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

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

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

WHEREAS, Resolution No. 12/13-2957 would memorialize the delegation of signature authority on behalf of the District to the District's Superintendent and other District officers and employees whom the Board of Education has identified as having an ability to exercise sound business judgment on behalf of the District and understand the contracts and other instruments being executed.

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Santa Ana Unified School District that the following persons are authorized to sign manually or by facsimile, the orders drawn on funds of the District for warrants, revolving fund checks, purchase orders, and orders for salary payments and cafeteria checks. All documents, agreements, contracts, tax shelter annuity forms, deferred compensation program, federal and state applications, reports and forms for the 2012-13 school year on behalf of the District:

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

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• Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations

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• Cathie Olsky, Ed.D., Deputy Superintendent, Chief Academic Officer

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• Joe Dixon, Assistant Superintendent, Facilities and Governmental Relations

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• Peter Anthony Wold, Ed.D., Executive Director, Business Operations

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NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Santa Ana Unified School District that the following persons are authorized to sign all applications and reports connected with the Child & Adult Care Food Program, Food Distribution Program and the National School Lunch Program for the 2012-13 school year on behalf of the District:

- Thelma Meléndez de Santa Ana, Ph.D., Superintendent
- Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations
- Cathie Olsky, Ed.D., Deputy Superintendent, Chief Academic Officer
- Joe Dixon, Assistant Superintendent, Facilities and Governmental Relations
- Mark Chavez, Director, Food Services

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Santa Ana Unified School District that the following persons are authorized to sign all financial transactions; payroll warrants, vendor payment documents, reissuance of warrants, ASB warrants, and voided warrants for the 2012-13 school year on behalf of the District:

- Thelma Meléndez de Santa Ana, Ph.D., Superintendent
- Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations
- Cathie Olsky, Ed.D., Deputy Superintendent, Chief Academic Officer
- Christeen Betz, Director, Accounting
- Kara Wantlin, Assistant Director, Payroll

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Santa Ana Unified School District that the following persons are authorized to sign all financial transactions, federal and state applications, reports and forms for the 2012-13 school year on behalf of the District:

- Thelma Meléndez de Santa Ana, Ph.D., Superintendent
- Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations
- Cathie Olsky, Ed.D., Deputy Superintendent, Chief Academic Officer
- Peter Anthony Wold, Ed.D., Executive Director, Business Operations
- Swandayani Singgih, Director, Budget

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NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Santa Ana Unified School District that the following persons are authorized to sign manually or by facsimile, employment-related notices for District personnel whose employment status has been authorized or ratified by the Board of Education, and related documents for the 2012-13 school year on behalf of the District:

- Thelma Meléndez de Santa Ana, Ph.D., Superintendent
- Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations
- Cathie Olsky, Ed.D., Deputy Superintendent, Chief Academic Officer
- Chad Hammitt, Assistant Superintendent, Personnel Services
- Bianca E. Barquin, Director, Human Resources
- NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Santa Ana Unified School District that the following persons are authorized to sign any other contract, agreement, federal and state applications or forms that have been authorized or ratified by the Board of Education for the 2012-13 school year on behalf of the District:
  - Thelma Meléndez de Santa Ana, Ph.D., Superintendent
  - Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations
  - Cathie Olsky, Ed.D., Deputy Superintendent, Chief Academic Officer
  - Dawn Miller, Assistant Superintendent, Secondary Education
  - Herman Mendez, Assistant Superintendent, Elementary Education
  - Doreen Lohnes, Assistant Superintendent, Support Services
  - Joe Dixon, Assistant Superintendent, Facilities and Governmental Relations
  - Edward Winchester, Director, Secondary Student Achievement/Charter Schools
  - Michelle Rodriquez, Director, Elementary Student Achievement/Charter Schools
- NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Santa Ana Unified School District that the following persons are authorized to sign all Community Care Licensing contracts, documents, applications, and matters relating to services for SAUSD Kinder Readiness Preschool, State Preschool Programs, and SAUSD Head Start Program that have been authorized or ratified by the Board of Education for the 2012-13 school year on behalf of the District:
  - Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations
  - Cathie Olsky, Ed.D., Deputy Superintendent, Chief Academic Officer
  - Herman Mendez, Assistant Superintendent, Elementary Education

1	<ul> <li>Janneth Linnell, Early Childhood Education Coordinator</li> </ul>
2	Charlotte Ervin, Head Start Coordinator
3 4	
5 6	Upon motion of Member
7	Upon motion of Member and duly seconded, the foregoing Resolution was adopted by the following vote:
8	Toregoing Resolution was adopted by the following vote.
9	AYES:
10	NOES:
11	ABSENT:
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14	STATE OF CALIFORNIA )
15	) SS:
16	COUNTY OF ORANGE )
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18	I, Thelma Meléndez de Santa Ana, Secretary of the Board of Education of the
19	Santa Ana Unified School District of Orange County, California, hereby certify
20	that the above and foregoing Resolution was duly adopted by the said Board at a
21	regular meeting thereof held on the 26th day of March, 2013, and passed by a vote
22	of of said Board.
23	IN WITNESS WHEREOF, I have hereunto set my hand this day of
24	, 2013.
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27	Thelma Meléndez de Santa Ana, Ph.D.,
28	Secretary of the Board of Education
29	Santa Ana Unified School District
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## AGENDA ITEM BACKUP SHEET March 26, 2013

## **Board Meeting**

TITLE:

Authorization to Submit Green Schoolhouse Series Statement of

Interest and Application to Brighten a Life

ITEM:

Consent

SUBMITTED BY:

Joe Dixon, Assistant Superintendent, Facilities and Governmental

**Relations** 

PREPARED BY:

Tova K. Corman, Senior Facilities Planner

#### **BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board authorization to submit the Green Schoolhouse Series Statement of Interest and Application to Brighten a Life. Please see the attached.

#### **RATIONALE:**

The Brighten a Life Green Schoolhouse Series program would replace ten (10) portables with an environmentally sustainable, permanent building. The building would be funded entirely through corporate partnerships, in-kind donations, and charitable contributions. The building foundations would be funded by the District.

The project would potentially include the following components:

- Multi-purpose room, 1 outdoor classroom, and 8 traditional classrooms, including 2 STEM classrooms
- Restrooms
- Teacher lounge
- Computer center
- Reading/mentoring tutoring room

#### **FUNDING:**

Capital Facilities Fund: \$524,000 - \$1,500,000

#### RECOMMENDATION:

Authorize staff to submit the Green Schoolhouse Series Statement of Interest and Application to Brighten a Life.





#### STATEMENT OF INTEREST

DISTRICT:	Court Ann II 'C 10 I 1	D' . I .
District Name: Address	Santa Ana Unified School 1601 East Chestnut Ave	District
Address	Santa Ana, CA 92701	
	101	
SUPERINTENDENT:	Tholms Malfada da Carr	. A DID
Name: Phone:	Thelma Meléndez de Sant (714)558-5501	Fax: (714) 558-5610
Email:	Thelma.Melendez@saus	
By affixing a sign they understand outlined in the O the District's sup Schoolhouse Sei In addition, it is District and Brig a Memorandum	the program known as The Gre- nature hereon, the undersigned the potential commitment of Green Schoolhouse webinar and oport and approval of the submities project. understood and agreed that up then A Life/CAUSE AND EFFECT	e award of a sustainable schoolhouse and community en Schoolhouse Series.  d, who is duly authorized by the District, indicates that the school, the school district, and the community as d, pending the School Board's approval, have committed hission of this Statement of Interest for The Green  con receiving the award of a Green Schoolhouse, The Tworldwide will enter into a partnership memorialized in truction of the Green Schoolhouse which delineates the
the commitmen	derstood that by signing the St t of resources; monetary, phy ict or any agent thereof.	satement of Interest, it is neither implied nor inferred sical or human, beyond the application process, on the Name (Print)
 Title		Date





# **APPLICATION**







## Application The Green Schoolhouse Series

## Recipient School for the 2015 Santa Ana Project

Agency: Brighten A Life, Inc. and CAUSE AND EFFECT Worldwide

Contact Person: Barbara A. Carpenter,

President and Chief Executive Officer, Brighten A Life, Inc.

Address: 2141 Palomar Airport Road, Suite # 200

City/State/Zip: Carlsbad, California 92011

Telephone: 760-431-1500

E-Mail: applications@brightenalife.org

#### **DEADLINE FOR Response Package:**

DATE: Friday April 26, 2013

TIME: 5:00 PM, PST

**DELIVER TO:** The Green Schoolhouse Series - address above.

**Project Name to appear** 

on the front of the package <u>2015 – Santa Ana</u>

The date and time received will be stamped on the response packages by the receiving office. Late responses will not be accepted. It is the responsibility of the Respondent to ensure that response packages are delivered on time to the correct address.

#### SECTION I – INTRODUCTION

#### A. DEFINITIONS

This section contains definitions that are used throughout this Application, including appropriate abbreviations.

"AEC" refers to professionals in the building industry, specifically "Architects, Engineers, and Contractors."

"Agency" is *The Green Schoolhouse Series*, a strategic partnership between Brighten A Life, a 501(c)3 non-profit, charitable organization and CAUSE AND EFFECT Evolutions, a cause development firm.

"Award" is the formal, written notice that a school has been chosen as the recipient of the Green Schoolhouse.

"CHPS" is an acronym for *Collaborative for High Performance Schools*. CHPS is a green building rating program especially designed for K-12 schools. CHPS provides information and resources to schools in order to facilitate the construction and operation of high performance institutions.

"Design Professional" is the architect/engineer design team.

"Determination" is the written documentation of a decision by the Selection Committee of *The Green Schoolhouse Series*, including findings of fact required to support a decision.

"Entity" refers to the school or district applying for the Green Schoolhouse (aka Respondent).

"LEED™" is an acronym for *Leadership in Energy and Environmental Design*, and is a building certification program that is awarded by the United States Green Building Council.

"Living Building" generates all of its own energy with renewable resources, captures and treats all of its water on site, and uses resources efficiently and for maximum beauty.

"Net Zero" refers to a building which creates as much energy as it consumes, considered energy self-sufficient or near self-sufficient through the use of on-site renewable energy, enhanced with energy efficient building technologies, thereby providing significant demand reduction without comprising the mission and occupant welfare.

"Platinum" is a LEED™ certification level that indicates that the building is at the highest possible standard for environmental compliance. The LEED™ certification levels awarded are: Certified, Silver, Gold, and Platinum.

"Respondent" is the school or district that is submitting an application to receive one of *The Green Schoolhouse Series* facilities.

"Response" is the Respondent's formal written application and any associated addenda.

"Selection Committee" means the ad hoc *The Green Schoolhouse Series* body that comes together to perform the evaluation of responses.

"USGBC" is an acronym for the *United States Green Building Council* which is a non-profit trade organization that promotes sustainability in how buildings are designed, built, and operated.

"User" means the school district staff and community members that will occupy the facility or facilities, for which a project is being designed.

"User Contact" is the person(s) designated by the school or the District to speak on behalf of the Respondent concerning the scope of work and programming requirements for the project.

#### B. BACKGROUND

The Green Schoolhouse Series is the signature project of Brighten A Life, a 501(c)3 non-profit organization, which is supported by a strategic partnership with CAUSE AND EFFECT Worldwide, a cause development firm and the Project Manager. It is through this strategic alliance that the building components, corporate partners, and volunteers are procured.

The launch of *The Green Schoolhouse Series* occurred in 2012, with the construction of a Green Schoolhouse in Phoenix, Arizona. In subsequent years, the planned expansion of the program is to California then nationally.

The successful respondent will receive a 15,000 square foot, high performance, energy-efficient facility. A Green Schoolhouse is a permanent, eco-friendly structure to be used as classrooms during the day and for after-school programs and community centers after school and on the weekends. The Green Schoolhouse is more than a high quality, sustainable structure to house educational programs; it is itself meant to be a teaching tool for sustainable practices by showcasing state-of-the-art "green" technology.

The schoolhouses are made possible by the donation of time, materials, financial support, and professional services from companies in the educational facility building industry, as well as, corporate partnerships. In addition, Brighten A Life conducts fundraisers and seeks grants and donations from the philanthropic community to augment the donations and partnerships.

We request the recipient school to be responsible for all costs associated with site preparation, underground utilities, slab/foundation and reports needed to prepare the site, as well as, all future responsibilities for the building after receipt of occupancy. A sample construction schedule is attached for reference.

Additionally, the facility will be registered for LEED™ certification with the intent to receive a Platinum Certification. The recipient must be able to commit to all LEED™ requirements before, during, and after construction. Therefore, the responding party must demonstrate that they have all the necessary resources available.

Finally, written school board approval is required before the recipient school can enter into the final agreement with the Brighten A Life.

For further information about *The Green Schoolhouse Series*, please visit www.greenschoolhouse.org.

#### C. APPLICATION INFORMATION - GENERAL

The Agency is requesting school districts to respond to this application request that have the motivation, resources, and enthusiasm of the community, faculty and students to become the recipient of a sustainable, self-contained Green Schoolhouse facility. Each Green Schoolhouse is designed to achieve LEED™ Platinum Certification; the Green Schoolhouse recipient must be prepared to fulfill ongoing LEED™ requirements in order to maintain that status. For more information on LEED™ certifications please visit the United States Green Building Council (USGBC) web site, LEED™ for Schools section: http://www.buildgreenschools.org.

The goal of *The Green Schoolhouse Series* is to support students at the K-12 grade levels in their education and understanding of sustainability and eco-friendly practices. The recipient school will be part of an inclusive planning process prior to final design of the Green Schoolhouse. The goal is to maintain the concept as much as possible while meeting the educational programing needs of the school.

Upon completion, the school will become the owner of the facility.



Figure 1 - Conceptual representation of The Green Schoolhouse Series' "Safari" design.

All potential respondents are encouraged to read this application thoroughly and carefully. Section III contains a detailed description of the application process, response format and requirements. Multiple schools may apply from the same district, with board approval.

<sup>\*\*</sup> The attached Statement of Intent <u>MUST</u> be completed and approved by the governing board of the school district and sent with the application. Any application received without a fully executed Letter of Intent will be considered incomplete and automatically be disqualified from the process. \*\*

#### **SECTION II - RESPONSIBILITIES**

#### A. Responsibilities – Recipient School District

Although there are expected to be no construction costs associated with the multi-million dollar Green Schoolhouse building itself, we request that the recipient school makes the appropriate site preparations prior to building; the total cost of which will be different for each school and should be considered prior to application.

A Memorandum of Understanding will be executed between Brighten A Life and the recipient school district after the final award is announced. If the school district initially awarded the Green Schoolhouse is unable to achieve a meeting of the minds with Brighten A Life, the Green Schoolhouse will be awarded to the next finalist.

### **SECTION III – APPLICATION PROCESS**

#### A. SEQUENCE OF EVENTS

Issue Application
 Questions/Clarifications
 Response Submission Deadline
 Wednesday March 27, 2013
 Wednesday April 24, 2013
 Friday April 26, 2013

4. Notice of Finalists Friday, May 24, 2013

5. Finalist interviews and site visits Week of May 17, 2013

6. Notice of Award Monday, May 24, 20137. Final Agreement Friday, August 2, 2013

8. Program Meeting/ Project Start Week of August 5, 2013

#### B. EXPLANATION OF EVENTS

1. <u>Issue APPLICATION</u> - This APPLICATION is issued by Brighten A Life.

- 2. <u>Questions/Clarifications</u> Between the time of issuance and the submission deadline, prospective Respondents are encouraged to contact the Agency concerning any questions about the scope of the project, preparation of the application response or the APPLICATION schedule.
- 3. <u>Submission of Response</u> Responses must be submitted in sealed packages and clearly labeled with the project name on the front of the package. See page 2 for submission address and guidelines.
- 4. Notice of Finalists/Interviews/Site Visits The Selection Committee will review each Respondent's submission. The Selection Committee will hold interviews and conduct site visits with the highest-ranked Respondents. Each Respondent will be notified, in writing, as to the results of the shortlisting. The Selection Committee will contact finalists no less than 30-days prior to the interview date via phone and mail. Respondents, who do not make the short list, may contact the Agency to find out how their response was judged, after May 25, 2013. Schools may submit a new response for future Green Schoolhouse Series projects.
- 5. Notice of Award The Agency will notify finalists via phone call and in writing of the final award.
- 6. <u>Final Agreement</u> Brighten A Life and the successful Respondent will begin final processing of the Memorandum of Agreement after the notice of award. The Agreement must be fully executed within 90-days of process initiation. Failure to execute the Agreement within the allotted 90-days will result in forfeiture of the award to the next school on the short-list.

### C. GENERAL REQUIREMENTS

The General Requirements section contains specific information about the process and conditions under which this application is issued and conditions concerning how the project is completed.

- 1. <u>Statement of Intent</u> A completed and executed copy of the attached Statement of Intent from the Superintendent of the school district.
- 2. <u>Protests</u> There is no formal protest process. A Respondent may submit questions or concerns via email to <u>applications@brightenalife.org</u>

- 3. <u>Incurring Cost</u> Any cost incurred by the Respondent in preparation, transmittal, or presentation of any response or material submitted in response to this application shall be borne solely by the Respondent.
- 4. <u>Amended Responses</u> A Respondent may submit an amended response before the deadline for receipt of responses (identified on page 2 of this application.) Such amended responses must be complete replacements for a previously submitted response and must be clearly identified as such in the transmittal letter. Agency personnel will not collate or assemble response materials.
- 5. <u>Respondent's Right to Withdraw Response</u> Respondents are permitted to withdraw their responses at any time prior to the deadline for final judgment. Withdrawal must be in writing.
- 6. <u>Disclosure of Response Contents</u> The content of responses are kept confidential until written notice of an award has been made by the Agency. At that time, the Respondent will be asked to approve release of materials that may be needed to encourage donations, sponsorships, and volunteer participation in the project.
- 7. <u>Termination</u> This application offering may be withdrawn at any time. Any and all responses may be rejected, in whole or in part, if the Agency representative determines such action to be in the best interest of *The Green Schoolhouse Series* and/or the community, the recipient entity, or its stakeholders.
- 8. Release of Information Only the Agency is authorized to release information about projects covered by this APPLICATION. The Respondent must refer to the Agency any request to release any information that pertains to the work or activities covered by any action or award related to this APPLICATION.
- 9. <u>Clarifications from Respondents</u> The Selection Committee, or designee, after review of the response and/or interview may request clarifications on information submitted by any and all Respondents.

#### **D. RESPONSE QUESTIONS**

#### I. Statement of Need

Include any pertinent facts, such as Title 1 status, aging facilities, capacity issues, community use, etc. Also explain how the school's mission aligns with that of *The Green Schoolhouse Series* – for example: expansion of the fine arts program, STEM classroom facilities or replacement of classrooms currently housed in portables, housing of special education programs, etc. Include the following information:

- 1. Current enrollment
- 2. Demographic information
- 3. Parent and community space in existing facility
- 4. Financial limitations of budget versus support from the community

#### II. Site

- A. Include a site plan, which shows the following:
  - 1. Existing buildings and the dates they were constructed
  - 2. Proposed location of the Green Schoolhouse
  - 3. Site access: students, buses, visitors, parent drop-off/pick-up, community, staff, emergency response, and proposed construction vehicle access during construction
  - 4. Site drainage
  - 5. Utility connections
  - 6. Community and staff parking
  - 7. Student areas related to your response, i.e. current music room, gymnasium, etc.
  - 8. Closest public bus stop, train or light rail station
  - 9. Fire safety (Attach copy of any and all emergency /safety plans)
- B. Discuss the following issues:
  - 1. The slab/foundation is expected to be poured approximately one (1) month prior to construction. The construction process will occur while school is in session. Discuss any potential challenges that would impact the building schedule at your site.
  - Accessibility to proposed site of the Green Schoolhouse. (Pedestrian traffic flow between existing buildings, visibility, bus/parent drop off & pick up area(s), emergency response vehicle access)
  - 3. Describe the community in which the school resides.
  - 4. Issues regarding topography at proposed site drainage, etc.
  - 5. Challenges presented due to site location on campus and how you propose to address those challenges within the scheduled time.
  - 6.
- C. The following items must be available or in development for the AEC team within two (2) weeks of the final Memorandum of Agreement:
  - 1. Existing site construction documents, electronic if possible
  - 2. Development history age, lifespan, upgrades and retrofits, etc.
  - 3. American Land Title Association (ALTA) Survey
  - 4. Topography report
  - 5. Plan for demolition or relocation plans for the portables or other structures
  - 6. Utility connection plan and design
  - 7. Geotechnical report
  - 8. Known, actual or potential, environmental or archeological issues

#### III. Sustainability

Describe the school's previous exposure to LEED™ certification. Include the following:

- 1. Is there anyone from the school and/or district who is LEED™ accredited or has experience/training in LEED™ certification that will be assigned to this project?
- 2. Is the school district willing and able to meet LEED™ qualifications including reporting requirements?
- 3. Are there other sustainable facilities or facility features on this campus or elsewhere in the district?
- 4. How does the school intend to maintain the building's green/sustainable features? Does the school have knowledgeable staff to accomplish this? If not, how do you plan to address this issue?
- 5. Alternative Plans if the school has an alternative environmentally conscious, sustainable, eco-friendly plan please include a description of that program. For instance, schools may be following CHPS (Collaborative for High Performance Schools) guidelines. If this is suggested as an alternative to LEED™ certification, please discuss.

#### IV. Curriculum

- 1. How do you see the Green Schoolhouse being utilized for your existing education program?
- 2. Sustainability is a big part of this building project. What is your school currently doing to teach "green" practices? How would you envision integrating the Green Schoolhouse sustainable elements into your curriculum?
- 3. Does the school currently have any targeted sustainable/green awareness or green building program/practices in place? This would include teacher and staff recycling programs, cleaning processes and products, energy audit, etc.
- 4. How will the Green Schoolhouse be utilized outside of normal school hours? Explain existing or potential programs, such as before/after school, community use needs, etc.

### V. Resources

This project will require some time and labor on the part of the school staff or volunteers, as well as, some capital outlay. Please share information that you believe addresses this concern and will help the project to be successful overall. You should respond to questions below within your statement. Resources include the community involvement, personnel and dollars to open building after hours, etc.

- 1. How would you envision your community's involvement in this project? (Volunteerism, newsletters, PTO/PTA meetings)
- 2. What is the long-term plan to promote the building and its use within the community?
- 3. How do you intend to promote, recruit, and coordinate volunteers from your community to meet the Green Schoolhouse requirements?
- 4. Will the school have the resources available (labor and finances) to maintain the equipment and property after the project is completed?
- 5. What is the school's construction site safety requirement for a project of this nature?
- 6. How will you separate students from volunteers while still maintaining the project as an educational opportunity? (Note: this pertains to the safety of the students and community and is in addition to the safety precautions of the contractor.)
- 7. Has the school's risk management firm approved this project considering the alternative process and contractual agreements? The school will be contracting with Brighten A Life rather than as a direct agent with the design and construction professionals.

#### **E. RESPONSE FORMAT AND ORGANIZATION**

#### Response Format

1. Number of Responses

Only one response may be submitted by each individual entity for the GREEN SCHOOLHOUSE. Multiple schools, in a single District, may apply.

2. Number of Copies

Respondents shall provide three (3)identical copies of their response to the location specified on page 2 on or before the closing date and time for receipt of responses. One copy of the response must also be submitted in electronic format (PDF) on a CD ROM or flash drive and included with the original copy.

3. Response Format

The response format will be 8-1/2" x 11" with foldout sheet allowed, up to 11" x 17" in size. There is no minimum or maximum page count; please consider the environment. Final submission should be easy to follow, concise, and responsive to the questions provided. Respondents may include anything necessary to present a case for their selection.

### Response Organization

- 1. Please submit responses in a 3-ring binder only.
- All pages must be numbered except for those specifically excluded as noted above such as foldouts or diagrams. Responses must be organized in the same order as the outline in Section D -Response Questions. These sections correspond to Selection Committee evaluation criteria. Tabs for each section are helpful.
- 3. Submittal Letter Each response must be accompanied by a submittal letter. The submittal letter should:
  - a. Identify the Entity by complete name
  - b. Identify the name, title, telephone number and other contact information for the person to be contacted for clarification questions regarding this APPLICATION;
  - c. Be signed by a person authorized to contractually obligate the Respondent;
  - d. Contain a statement indicating a commitment to comply with the requirements of this project, including those necessary to reach LEED™ Platinum Certification.

### F. APPLICATION QUESTIONS

Respondents may clarify any questions concerning format prior to submission at the pre-response webinar or via an email to <a href="mailto:applications@brightenalife.org">applications@brightenalife.org</a>.

All questions regarding the response package, schedule, or selection process, should be submitted in writing including contact information and sent via email to <a href="mailto:applications@brightenalife.org">applications@brightenalife.org</a>.

Answers to all questions will be shared with all respondents via a BCC distribution email to the email response list. This list will include contacts from the pre-response webinar attendance sheet plus contact information submitted directly via phone or email.

### ATTACHMENT(S):

Letter of Interest Sample Construction Schedule

**END OF APPLICATION** 

### Sample - Construction Schedule

WHEN AVAILABLE, ATTACH ACTUAL SCHEDULE GUIDELINE FOR THE CITY FOR WHICH THE DISTRICT/SCHOOL IS APPLYING.

### **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
Lowell ES Modernization	No. 13 Electrical	\$833,000.00	(\$28,432.30)	\$804,567.70	Construction Electric, Inc.
Edison ES Overcrowding Relief Grant	No. 4 Classroom Building, Site Work, and Parking Lot	\$6,336,876.00	(\$27,523.81)	\$6,309,352.19	Silver Creek Industries, Inc.
TOTAL SAVINGS:		\$7,169,876.00	(\$55,956.11)	\$7,113,919.89	

### **FUNDING:**

State School Facilities Program/Measure G: Reduction of \$55,956.11

### **RECOMMENDATION:**

Approve deductive change orders for various projects District-wide in the amount of \$55,956.11.



### **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
Edison ES Modernization	No. 9 Specialties	\$331,714.00	\$16,585.70	0	JRH Construction Company, Inc.
Lowell ES Modernization	No. 13 Electrical	\$804,567.70	\$40,228.39	1	Construction Electric, Inc.
Santiago ES Modernization	No. 3 Roofing/Sheet Metal	\$72,550.00	\$3,627.50	0	Best Contracting Services
Project	Bid Package	Amount	Retention @ 10%	Change Order	Contractor
Edison ES Overcrowding Relief Grant	No. 4 Classroom Building, Site Work, and Parking Lot	\$6,309,352.19	\$630,935.22	1	Silver Creek Industries, Inc.
	TOTAL:	\$7,518,183.89	\$691,376.81		

#### **FUNDING:**

State School Facility Program/Measure G: \$691,376.81

### **RECOMMENDATION:**

Accept the March 26, 2013, completion of contracts for various projects District-wide.



### **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

### **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.

HM:AJ:eh

# SANTA ANA UNIFIED SCHOOL DISTRICT GIFTS RECOMMENDED FOR ACCEPTANCE - March 26, 2013

School:	Gift:	Amount:	Donor:	Used for:
Diamond Elementary		\$700	Target Scholarship America Ms. Kim Rice	Field trips
			St. Peter, MN	
Greenville Fundamental		\$1,192	General Mills Box Tops for Education	Instructional supplies
Elementary			Lake Lilian Branch Clara City, MN	suppiles
		1	1	
Lowell Elementary		\$2,000	Lowell Elementary PTO Mrs. Laura Hernandez Santa Ana	Instructional materials and student incentives
Remington Elementary		\$1,325	Orange County Community Foundation Ms. Carol Ferguson Newport Beach	4th grade field trip to San Juan Capistrano Mission
Thorpe Fundamental Elementary		\$4,000	Pacific Life Foundation Mr. Robert G. Haskell Newport Beach	Technological enhancements to classroom instruction
		***		1-1-1-1
Santa Ana High		\$920	Santa Ana High School Boosters Mrs. Mary Aguayo Santa Ana	Field trip transportation
March 26, 2013		\$10,137		
donations				
2013 Total				
donations	\$62,373	\$72,510		
		<u> </u>		1

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.

HM:eh

### **Board Meeting**

TITLE: Approval of K-8 Configuration for Heninger Elementary School

ITEM: Action

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

#### **BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek approval of the K-8 configuration for Heninger Elementary School. At its May 11, 2010 meeting, the Board of Education approved three K-6 pilot schools for the 2010-11 school year at Jefferson, Madison, and Sepulveda (closed due to enrollment) elementary schools. Additionally, the Board approved the configuration of Santiago Elementary School as a K-8 program model school, to be rolled forward to a K-8 grade span over a three-year period. Furthermore, at its April 10, 2012 meeting, the Board approved the addition of Esqueda Elementary as a K-8 program model school.

### **RATIONALE:**

Staff has reviewed data and its implications regarding the participating K-6 and K-8 schools. Additionally, Heninger Elementary School was also reviewed as a viable candidate for participation as a K-8 program model school. Specifically, Heninger Elementary School demonstrates a record of success with an Academic Performance Index (API) of 833, has a principal that demonstrates strong leadership, and has a committed and capable staff with a focus area of arts, media, and entertainment (the art of communication). In addition, the school has the available facilities to expand, has initiated dialog to build a bridge to Santa Ana High School which has a strong focus in the Visual and Performing Arts, and significant parental interest exists to generate a strong student enrollment.

School	2012-13 School Year	2013-14 School Year
	Total Grade 5	Grade 6
	Student Enrollment	<b>Projected Student Enrollment</b>
Heninger (Proposed K-8)	115	87

In support of the development of the strategic plan, parents were engaged in a series of parent information meetings where parents expressed a desire for school placement options. The addition of Heninger Elementary School to the current K-6 and K-8 program model schools provides parents with yet another option for the placement of their children.

### **FUNDING:**

Proposition 20	~\$30,000
Fund 25	~\$188,000
Total	~\$218,000

### **RECOMMENDATION:**

Approve the K-8 configuration for Heninger Elementary School over a three-year implementation period as noted: K-6 in the 2013-14 school year, K-7 in the 2014-15 school year, and K-8 in the 2015-16 school year.

HM:sz

### **Board Meeting**

TITLE: Approval of 2013 Summer Learning Program for Pre-Kindergarten

through Grade 8 Schools

ITEM: Action

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

### **BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval to hold the 2013 Santa Ana Unified School District (District) Summer Learning Program for grades Pre-Kindergarten through grade 8 schools, contingent upon the release of the 21<sup>st</sup> Century supplemental grant awards by the California Department of Education in May 2013.

The District, in partnership with THINK Together, was awarded a federally funded 21<sup>st</sup> Century Supplemental Grant to provide enrichment programs for District students. In 2009, the Summer Learning Program served 10,000 District students per day, 11,000 students were served in 2010, 12,000 in 2011, and over 9,000 in 2012. District employees have the opportunity to apply for positions with THINK Together for the Summer Learning Program.

### **RATIONALE:**

The table below contains information for the 2013 Summer Learning Program:

Program duration	Wed., June 19 – Wed., July 31, 2013 (24 days)
Daily hours of operation Monday - Thursday	8:00 a.m. – 2:00 p.m. (6 hours)
Diamond, Harvey, King, Lincoln, Monte Vista, Spurgeon (funded by Packard Foundation and 21 <sup>st</sup> Century)	8:00 a.m. – 4:00 p.m. (7.5 hours)
Student-teacher ratio	20:1
Staff	Two site coordinators, program leaders, and certificated teachers
Program	Academic focus on Common Core, physical activities, project-based, cultural themes learning, and field trips
Nutrition	Snacks and lunches will be provided by working with the Community Feed Program and Food 4 Thought

### **FUNDING:**

21st Century Supplemental Grant: \$1,500,000

### **RECOMMENDATION:**

Approve the 2013 Summer Learning Program for Pre-Kindergarten through grade 8 schools, contingent upon the release of the 21<sup>st</sup> Century supplemental grant awards by the California Department of Education in May 2013.

HM:eh

### 2013 Summer Learning Program for Pre-Kindergarten Through Grade 8

### **Program Overview**

- Implementation of the summer learning program is pending on the 21<sup>st</sup> CCLC supplemental grant renewal.
- Program provided at 37 school sites. Programs closed for construction will be hosted at a neighboring school. Please note that school closures are subject to change based on the classroom availability of hosting schools.
- Average Daily Attendance (ADA) is based on the level of 21<sup>st</sup> CCLC Supplemental funding per school site
- Projected number of students to be serviced is over 6,500 a day
- Registration
  - o Students need to fill out a registration form and turn it in to the Site Coordinator or front office
  - o Registration forms should be available to the schools in early May
  - o Registration is open to all current SAUSD students in grades kindergarten through 7<sup>th</sup> grade.
- Incoming Kindergarten students without any pre-kindergarten experience will be served in the Kindergarten Academy at approximately 14 sites
- All incoming 6<sup>th</sup> grade students will be served at their respective intermediate schools during summer
- Outgoing 8<sup>th</sup> graders will attend a program at the high schools
- Students enrolled in the summer program will receive a confirmation letter in June with program information for parents including instructions of where to drop off students
- Program runs Monday Thursday, 8:00 a.m. 2:00 p.m.
- Diamond, Harvey, and King operate Monday − Thursday, 8:00 a.m. − 3:30 p.m.
- Lincoln, Monte Vista, and Spurgeon (funded by Packard Foundation) operate Monday Thursday, 8:00 a.m. 4:00 p.m.
- June 19<sup>th</sup>-July 31<sup>st</sup> (schools closed on Thursday, July 4<sup>th</sup>)
- Food will be provided by Food 4 Thought
  - Specifics for breakfast and lunch still to be determined
- Custodial staffing and supplies provided by SAUSD-working with Dennis Ziegler
- Working with the City of Santa Ana to provide crossing guards for major intersections

### Daily Schedule

- Students will receive one hour of concentrated Language Arts instruction Monday Thursday.
- Classes are 20:1 ratio
- Grades 3<sup>rd</sup>-8<sup>th</sup> Language Arts instruction will be provided by a certificated teacher. The curriculum will include a unit of study in the area of Writing and will be provided by SAUSD for grades 3<sup>rd</sup> 8<sup>th</sup>. Training will be provided by SAUSD.
- For students in 1<sup>st</sup> & 2<sup>nd</sup> grades, academic instruction in Language Arts will be delivered by THINK Together Program Leaders. Curriculum and training will be provided by

- THINK Together. It is designed specifically to be delivered by paraprofessionals. The training will be provided by a credentialed teacher.
- Project Based learning enrichment will be provided by THINK Together program leaders
  Monday-Thursday. This academic enrichment curriculum will support SAUSD's focus
  on the implementation of the Common Core State Standards and is developed to provide
  a positive summer learning climate, keeps students safe, and provide students with
  academic enrichment and support opportunities designed to align with the District's
  mission and vision. This year, the curriculum will include a national science component,
  NASA Summer of Innovation
- CATCH daily (physical education program)
- Active Learning at all sites teaching music and dance and will be aligned to support the enrichment curriculum. At the end of the summer, each group will perform a dance.
- Thrilling Thursdays Thursdays will be field trips, field days, and culminating events.
- Program materials will be provided to the sites by THINK Together.
- Pre- and post-assessment (Renaissance Learning)

### Site Management

- Site Coordinators will work out of the office they currently have at the school site
- The front offices will not be open during summer program
- Signs will be posted to alert parents of where to find the Site Coordinator along with the contact phone numbers
- All sites will have two Site Coordinators operating the summer learning program
- Walkie Talkies will be provided to all sites for staff to be able to communicate in case of emergency
- All Site Coordinators have cell phones
- Staff is trained in emergency and safety procedures
- All sites have staff on campus trained in CPR and First Aid
- All sites will have site assistants as operational and clerical support
- THINK Together Quality Assurance Coaches are assigned to specific school sites and will be available to observe and support during program hours
- SAUSD staff, including curriculum specialists and elementary principals under the guidance of the Assistant Superintendent of Elementary Education, will be scheduled for regular site visits to ensure program quality and fidelity to District expectations.

### Kindergarten Academy

- Monday Thursday
- June 19<sup>th</sup>-July 31<sup>st</sup>
- Two sessions per site
  - 8:00 a.m. 11:00 a.m.
  - o 12:00 p.m. 3:00 p.m.
- Curriculum and training based on SAUSD Early Childhood Education (ECE) programs
- Instruction is provided by current SAUSD ECE teachers
- 12:1 ratio

- 24 students per class
- Support provided by THINK Together's AmeriCorps members
- Instruction support provided by THINK Together Program Leaders
- Program oversight and support provided by THINK Together

### Staffing

### Certificated staff

- THINK Together will open the application process to all SAUSD certificated teachers as per the SAEA agreement within ten duty days of Board approval and will close ten duty days after posting date. Tentative selection and notification of candidates shall occur within 15 days of the close of applications.
- THINK Together shall select certificated teachers to work in the summer enrichment program utilizing the summer school selection criteria as outlined in Article 16.2.1 of the Collective Bargaining Agreement (CBA).
- THINK Together will partner directly with SAUSD Human Resources administration for the selection process.
- Certificated teachers selected will be notified via email. Please refer any questions to Christine Odam at 714/824-3522 x8627 or Malia Eves at 714/824-3522, ext. 8605.
- Certificated teachers selected will receive an offer letter and instructions for completing new hire paperwork, such as W-4, I-9 forms, employment application, emergency contact form, etc.
- Certificated teachers selected will be required to attend training before the summer learning program begins. Dates and information will be provided in the offer letter.
- Approximately 100 positions will be available.

### Program Leaders (PL)

- Posted online
- In addition to the 260 current PLs, 200 PLs for summer will be hired and trained by THINK Together
- Bringing in experienced program leaders from other THINK Together regions

### Site Coordinators

 Matching SAUSD Site Coordinators with other Site Coordinators from other THINK Together regions

### **ECE Teachers**

- Posting sent to ECE department
- Will be posted online

### HM:RO:eh

### **Board Meeting**

TITLE: Approval of 2013 Summer Learning Program for Century, Saddleback,

Santa Ana, and Valley High Schools

ITEM: Action

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

### **BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval to hold the 2013 Santa Ana Unified School District (District) Summer Learning Program for Century, Saddleback, Santa Ana and Valley high schools contingent upon the release of 21<sup>st</sup> Century supplemental and the After School Safety and Enrichment for Teens (ASSETs) grant awards by the California Department of Education in May 2013. ASSETs is part of the 21st Century Community Learning Centers program that was authorized in 1996 under federal law.

The District, in partnership with THINK Together, was awarded a federally-funded 21<sup>st</sup> Century ASSETs Grant to provide enrichment programs for District high school students. The ASSETs grant was approved at the December 9, 2008 Board meeting for Century and Valley high schools. At its November 13, 2012 meeting, the Board approved the ASSETs grant submission for the addition of Saddleback and Santa Ana high schools, and the program is contingent upon the grant award.

#### **RATIONALE:**

The 2013 Summer Learning Program at Century, Saddleback, Santa Ana, and Valley high schools will be in session for 24 days from June 19 to July 31, 2013, four days per week, five hours per day, to be determined by the site administration and will serve identified incoming 9<sup>th</sup> grade students, approximately 150 students per site. Data-driven decision making steers the academic focus. The identified focus targets the unique needs of each high school to accomplish District-wide goals.

The enrichment portion is the Freshman 101 to help students prepare for the high school experience. They will utilize the rotation schedule similar to the K-8 program, rotating students into and out of the academic and enrichment portions. Each site will have two Site Coordinator, Site Facilitators, and certificated teachers with a 20-25:1 student to adult ratio. Snacks and lunches will be provided by working with the Community Feed Program and Food 4 Thought. District employees will have the opportunity to apply for positions with THINK Together for the Summer Learning Program.

### **FUNDING:**

21st Century and ASSETs Grants: Up to \$295,000 per site

### **RECOMMENDATION:**

Approve the 2013 Summer Learning Program for Century, Saddleback, Santa Ana, and Valley high schools, contingent upon the release of 21<sup>st</sup> Century supplemental and ASSETS grant awards by the California Department of Education in May 2013.

# CENTURY HIGH SCHOOL SUMMER LEARNING PROGRAM PROPOSAL NARRATIVE

Program is to align with SAUSD SUMMER SCHOOL SCHEDULE (5 Elective Credits Possible)

### **Schedule Dates and Hours**

Program is to align with SAUSD SUMMER SCHOOL SCHEDULE approved by the Board.

### Academic Subjects Staffed and Paid For By The Principal

Subjects to be taught the incoming 9<sup>th</sup> grade students would be a combination of Math, English, and Technology supports and would be considered an elective intervention class. Staffing for the two student clusters, each containing three (3) certificated teachers, is a total of six (6) certificated teachers. Due to the "elective" nature of the instruction and the targeted student population, a subject specific credential would not be required, and therefore, the Principal could like to fill these positions with members of her current 9<sup>th</sup> grade teaching staff.

### Academic Subjects Staffed and/or Paid For By The ASSETs Grant

Each academic class/teacher will be supported by a paid THINK Together adult "Older Youth Leader" that will work from 8:00 a.m.-2:00 p.m. (pending board approval) on non-field trip days, and will staff the field trips on the days field trips are held. Additionally, student leaders identified as having exemplar academic skills will be placed in each class to support the certificated teacher every class day.

### Enrichment Subjects and Field Trips Staffed and/or Paid For By The ASSETs Grant

Enrichment subjects will be provided through several modalities which will include high school introduction activities created, developed, and delivered by current Student Leadership program participants (under the supervision of the THINK Together adult staff), and an assortment of typical "regular school year" after-school classes conducted by adult "Older Youth Leaders."

Field trips will be staffed by a Certificated Teacher, THINK Together Site Leadership, and "Older Youth Leaders." THINK Together will schedule and arrange these trips per protocol.

The YMCA Youth Institute will be staffed by THINK Together "Older Youth Leaders" supported by two (2) consultants from the YMCA, and under the supervision of THINK Together Site Leadership.

### **Curriculum Responsibilities**

The Principal will be responsible for the Academic curriculum.

THINK Together will be responsible for the Enrichment and YMCA Youth Institute curriculum.

### **Student Recruitment Responsibilities**

Under the direction and in collaboration with the Principal, THINK Together Site Leadership will be responsible for recruitment of potential students. This will include presentations together.

### **Facility Usage**

Facility use will be determined in collaboration with the district and with the direction of the site administrator.

### **Attendance Tracking Responsibilities**

Principal captures Academic Class attendance.

THINK Together to capture Enrichment Class and Field Trip attendance.

### VALLEY HIGH SCHOOL SUMMER LEARNING PROGRAM PROPOSAL NARRATIVE

Program is to align with SAUSD SUMMER SCHOOL SCHEDULE (10 Core Credits Possible)

This proposed program is based on what was offered last year, per the site administrator request and district vision. This proposed program is for district review and Board approval.

### **Schedule Dates and Hours**

Program is to align with SAUSD SUMMER SCHOOL SCHEDULE approved by the Board.

### Academic Subjects Staffed and Paid For By The Principal

Subjects to be taught the incoming 9<sup>th</sup> grade students are Algebra Readiness for students that have not taken Algebra 1, and Algebra 1 for students that did not pass Algebra 1. Staffing for these classes are expected to be four (4) certificated Math teachers, however no incoming 9<sup>th</sup> grade student will be turned away, so the principal wants the option of hiring up to six (6) certificated Math teachers if there is student participation to justify it.

### Academic Subjects Staffed and/or Paid For By The ASSETs Grant

Each academic class/teacher will be supported by a paid THINK Together adult "Older Youth Leader" that will work from 8:00 a.m.-2:30 p.m. (pending board approval) on non-field trip days, and will staff the field trips on the days field trips are held. Additionally, student leaders identified as having the necessary math skills will also be placed in each class to support the certificated teacher every class day.

### Enrichment Subjects and Field Trips Staffed and/or Paid For By The ASSETs Grant

Enrichment subjects will be provided through several modalities which will include high school introduction activities created, developed, and delivered by current Student Leadership program participants (under the supervision of the THINK Together adult staff), and an assortment of typical "regular school year" afterschool classes conducted by adult "Older Youth Leaders."

Field trips will be staffed by a Certificated Teacher hired by THINK to chaperone as an "Older Youth Enrichment Instructor @ \$20 per hour, THINK Together Site Leadership, and "Older Youth Leaders." THINK Together will schedule and arrange these trips per SAUSD protocol.

The YMCA Youth Institute will be staffed by THINK Together "Older Youth Leaders" supported by two (2) consultants from the YMCA, and under the supervision of THINK Together Site Leadership.

### **Curriculum Responsibilities**

The Principal will be responsible for the Academic curriculum.

THINK Together will be responsible for the Enrichment and YMCA Youth Institute curriculum.

### Student Recruitment Responsibilities

Under the direction and in collaboration with the Principal, THINK Together Site Leadership will be responsible for recruitment of potential students. This will include presentations together.

#### Facility Usage

Facility use will be determined in collaboration with the district and with the direction of the site administrator.

### **Attendance Tracking Responsibilities**

Principal captures Academic Class attendance.

THINK Together to capture Enrichment Class and Field Trip attendance.

### **Board Meeting**

TITLE:

Board Policy and Administrative Regulation 6142.7 - Physical

**Education (Revised: For Adoption and Implementation)** 

ITEM:

Action

**SUBMITTED BY:** 

Dawn Miller, Assistant Superintendent, Secondary Education

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

### **BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board adoption and implementation of the proposed revisions to Board Policy (BP) and Administrative Regulation (AR) 6142.7 – <u>Physical Education</u> (PE).

#### **RATIONALE:**

At its March 12, 2013 meeting, the Board approved the revision to the BP and AR 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:

Adopt and implement proposed revision to Board Policy (BP) and Administrative Regulation (AR) 6142.7 – Physical Education.



# BP/AR 6142.7 - Physical Education and Activity

## Summary

## March26, 2013

BP/AR	Title	Summary of Changes
BP	Physical	Title: Physical Education and Activity
6142.7	Education	Revisionsneeded 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.  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.  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.  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.
AR	Physical	Title: Physical Education and Activity
6142.7	Education	*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.  *Gender Equity-Title IX of the Education Amendments of 1972 prohibits sex-based discrimination in education programs or activities receiving federal financial assistance.  *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.  *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.  *Students in their high school physical education experience are to be exposed to a comprehensive and sequential physical education program that consists of eight ore content areas.

\*Temporary or permanent physical education exemptions may be granted in certain conditions
\*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.

\*Additional opportunities for physical activity and should be implemented outside the physical education program.

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.

BP 6142.7(a)

#### Instruction

#### Physical Education and Activity

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 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.

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

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)

#### Temporary Exemptions

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

- 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 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 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
CODE OF REGULATION	NS, TITLE 5
1040-1048	Physical performance test
3051.5	Adapted physical education for individuals with
	exceptional needs
10060	Criteria for high school physical education programs
UNITED STATES COD	E, TITLE 29
794	Rehabilitation Act of 1973, Section 504
UNITED STATES COD	E, TITLE 42
1751	Note Local wellness policy
ATTORNEY GENERAL	OPINIONS
53	Ops.Cal.Atty.Gen. 230 (1970)

### Management Resources:

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### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

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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: <a href="http://www.cdc.gov">http://www.cdc.gov</a>

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

Instruction AR 6142.7(a)

#### 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 that 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:

- 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

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
- 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 FITNESSGRAMO. 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 Cocurricular 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) 03-13 Santa Ana, CA

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)

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

- 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)

# <del>Legal Reference:</del>

```
EDUCATION CODE
     49066
                     - Crades; physical education class
51241 Temporary or permanent exemption from physical education
                    Exemption from physical education for athletic
                       program participants
     52316
                      Excuse from attending physical education classes
                       Physical performance test
     CODE OF REGULATIONS, TITLE 5
                       Adapted Physical Education for Individuals with
                       Exceptional Needs
10060 Criteria for Physical Education Program
     UNITED STATES CODE, TITLE 29
                      Rehabilitation Act of 1973, Section 504 53 Ops. Atty.
                       Cen 230 (1970)
Management Resources:
     CDE PROCRAM ADVISORIES
     0418.89
                            Physical Education, April 18, 1989
Adopted: 12-01
                                                              <del>-Santa Ana, CA</del>
```

#### 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	
<mark>classes</mark>		
60800	Physical performance test	
CODE OF REGULATIONS, TITLE 5		
1040-1048	Physical performance test	
3051.5	Adapted physical education for individuals with	
	exceptional needs	
10060	Criteria for high school physical education	
	programs	
UNITED STATES CODE, TIT		
794	Rehabilitation Act of 1973, Section 504	
UNITED STATES CODE, TITLE 42		
1751	Note Local wellness policy	
ATTORNEY GENERAL OPINIONS		
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 Sport and Physical Education: National Association for http://www.aahperd.org/naspe Council on Physical Fitness and Sports: President's http://www.fitness.gov The California Endowment: http://www.calendow.org U.S. Department of Health and Human Services: http://www.health.gov

Instruction AR 6142.7(a)

#### 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 State 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:

- Physical education classes during which the purpose or major activity involves bodily contact, and
- 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:

 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. <u>Standing long jump</u> 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. <u>Chair push-up</u> 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. <u>Pull up</u> 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

Approved: (9-76) 12-01 Board of Education.
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
- 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
- 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).

- 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 FITNESSGRAMO. 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:

- Ill or injured and a modified program to meet the needs of the student cannot be provided.
- 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).
- 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 Cocurricular 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.
- 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 26, 2013

# **Board Meeting**

TITLE:

**Authorization to Extend Contract with Xerox Corporation** 

ITEM:

Action

**SUBMITTED BY:** 

Stefanie P. Phillips, Ed.D., CBO, Deputy Superintendent, Operations

PREPARED BY:

Jonathan Geiszler, Director, Purchasing and Stores

# **BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board authorization to extend the contract with Xerox Corporation for the lease of copier equipment.

## **RATIONALE:**

At its March 25, 2008 meeting, the Board authorized staff to award a contract for the lease of copier equipment to Xerox Corporation for a term of 60-months. This lease will expire on March 31, 2013.

District staff is requesting that the Board approve a month-to-month extension of the current lease to ensure that there will be no interruption in services at District sites during the replacement of existing copier equipment under the implementation of the District's new copier lease.

Under the terms of the original contract, staff can extend the existing lease on a month-to-month basis as needed at the end of the initial 60-month term. The monthly lease rate for the equipment will remain unchanged. Vendor selection was in compliance with Board Policy.

### **FUNDING:**

General Fund: \$116,743.44 per month

# **RECOMMENDATION:**

Authorize staff to extend the contract with Xerox Corporation on a month-to-month basis.



# AGENDA ITEM BACKUP SHEET March 26, 2013

# **Board Meeting**

TITLE: Appointment of Board Members to El Sol Science and Arts Academy

of Santa Ana Board of Directors

ITEM: Action

SUBMITTED BY: Stefanie P. Phillips, Ed.D., CBO, Deputy Superintendent, Operations

PREPARED BY: Mavis Mitchell, Coordinator, Charter Schools Financial

#### **BACKGROUND INFORMATION:**

The purpose of this agenda item is for the Board to take action regarding the possible appointment of El Sol Board members to the El Sol Science & Arts Academy of Santa Ana Board of Directors ("El Sol Board"). Actions may include: (1) taking no action on this matter; (2) appointing three El Sol Board members for the limited purposes of amending the El Sol Bylaws to revise the manner in which El Sol Board members are chosen/appointed, specifically including: (a) removing the requirement that three of the El Sol Board members are to be appointed by the District, (b) reserving the District's right, at its sole discretion and without limitation regarding such member's term of service, to appoint an El Sol Board member pursuant to Education Code section 47604 and (c) appointing new members pursuant to the procedure set forth in the revised El Sol Bylaws, with the expectation that these tasks will be completed within no more than two weeks of the appointment and the three interim El Sol Board members appointed by the District will resign upon completing these tasks; (3) appointing the three El Sol Board members requested by El Sol with the expectation that such El Sol Board members will remain District appointees; (4) appointing the three El Sol Board members requested by El Sol with the expectation that such El Sol Board members will resign at such time that the District elects to replace them with El Sol Board members selected by the District; (5) appointing three El Sol Board members selected by the District with expectation that such El Sol Board member will remain District appointees; or (6) delegating authority to the Superintendent or her designee to appoint El Sol Board members to the El Sol Board for one or more of the purposes set forth above.

#### **RATIONALE:**

The current El Sol Bylaws require that the District appoint three Board members to the El Sol Board. The existing El Sol Board does not include any El Sol Board members appointed by the District. El Sol believes it is necessary for the District to appoint three El Sol Board members in order for the El Sol Board to operate as a validly constituted board. Therefore, El Sol has requested that the District appoint existing El Sol Board members Michael Madrid, Kristin Olendorff, and Diane Shank to the El Sol Board.

#### **FUNDING:**

Not Applicable

#### **RECOMMENDATION:**

That the Board take one of the following actions:

- (1) take no action on this matter;
- (2) appoint three El Sol Board members for the limited purposes of amending the El Sol Bylaws to revise the manner in which El Sol Board members are chosen/appointed, specifically including: (a) removing the requirement that three of the El Sol Board members are to be appointed by the District, (b) reserving the District's right, at its sole discretion and without limitation regarding such member's term of service, to appoint an El Sol Board member pursuant to Education Code section 47604 and (c) appointing new members pursuant to the procedure set forth in the revised El Sol Bylaws, with the expectation that these tasks will be completed within no more than two weeks of the appointment and the three interim El Sol Board members appointed by the District will resign upon completing these tasks;
- (3) appoint the three El Sol Board members requested by El Sol, Michael Madrid, Kristin Olendorff and Diane Shank, with the expectation that such El Sol Board members will remain District appointees;
- (4) appoint the three El Sol Board members requested by El Sol with the expectation that such El Sol Board members will resign at such time that the District elects to replace them with El Sol Board members selected by the District;
- (5) appoint three El Sol Board members selected by the District with expectation that such El Sol Board member will remain District appointees; or
- (6) delegate authority to the Superintendent or her designee to appoint El Sol Board members to the El Sol Board for one or more of the purposes set forth above.



# AGENDA ITEM BACKUP SHEET March 26, 2013

# **Board Meeting**

TITLE:

Adoption of Resolution No. 12/13-2956 - Authorization of Notices of

Exemption for Installation of Solar/Photovoltaic Energy Systems at

**Multiple School Sites** 

ITEM:

Action

SUBMITTED BY:

Joe Dixon, Assistant Superintendent, Facilities and Governmental

Relations

PREPARED BY:

Tova K. Corman, Senior Facilities Planner

## **BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board adoption of Resolution No. 12/13-2956 to authorize the Notices of Exemption for the installation of solar/photovoltaic energy systems at multiple school sites.

### **RATIONALE:**

Pursuant to Public Resources Code Section 21080.35, the installation of solar/photovoltaic energy systems qualifies for statutory exemption from the requirement for environmental analysis. Notices of Exemption are not required to be Board approved; however, Board approval is requested for transparency purposes. The documents were reviewed by legal counsel.

#### **FUNDING:**

Not Applicable

### **RECOMMENDATION:**

Adopt Resolution No. 12/13-2956 to authorize Notices of Exemption for the installation of solar/photovoltaic energy systems at multiple school sites.



**RESOLUTION NO.:** 12/13-2956

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

AUTHORIZATION OF THE NOTICE OF EXEMPTIONS FOR THE INSTALLATION OF SOLAR/PHOTOVOLATIC ENERGY SYSTEMS AT MULTIPLE SCHOOL SITES

WHEREAS, the California Environmental Quality Act ("CEQA") requires a lead agency to consider the potential environmental effects of any project;

WHEREAS, the Santa Ana Unified School District ("District") entered into an agreement with SunPower Corporation for the design, construction, ("SunPower") and installation of multiple solar/photovoltaic energy systems and all associated equipment to enable the generation and use of solar electricity to be located on the roofs and parking lots (the "Projects") of the following existing District school sites ("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 School, located at 2120 W. Edinger Avenue, Santa Ana, CA 92704
- (4) Jim Thorpe Fundamental Elementary School, 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 School, 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

WHEREAS, Public Resources Code, section 21080.35 provides a statutory exemption for the installation of a solar energy system on the roof of an existing building or at an existing parking lot; and

WHEREAS, the scope of work of each of the Projects is to install a solar energy system on existing school building(s) or at existing parking lot(s) and does  $\underline{not}$  require any of the following at any of the Sites:

(1) An individual federal permit pursuant to Section 401 or 404 of the federal Clean Water Act (33 U.S.C. §1341 or §1344);

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- (2) An individual take permit for species under the federal Endangered Special Act of 1973 (16 U.S.C. §1531 et seq.) of the California Endangered Species Act (Chapter 1.5 (commencing with section 2050) of Division 3 of the Fish and Game Code);
- A streambed alteration permit pursuant to Chapter 6 (3) (commencing with Section 1600) of Division 2 of the Fish and Game Code:
- (4)The removal of a tree required to be planted, maintained, or protected pursuant to local, state or federal requirements, unless the tree dies and there is no requirement to replace the tree; or
- (5) The removal of a native tree over twenty-five (25) years old; and

WHEREAS, upon determining that a project is exempt from CEQA, the District is entitled to file a Notice of Exemption with the County Clerk pursuant to California Code of Regulations, Title 14, section 15062; and

WHEREAS, the Notice of Exemption for each of the Projects attached hereto as Attachment "A" shall be filed with the Orange County Clerk and shall be made available for public inspection; and

WHEREAS, the filing of the Notices of Exemption shall start a thirtyfive (35) day statute of limitations period on legal challenges to the District's decision that one, some, or all of the Projects are exempt from CEQA;

## NOW, THEREFORE, BE IT RESOLVED that:

- The foregoing recitals are hereby adopted as true and correct. 1.
- 2. The Board has reviewed and analyzed applicable law and determined that the Projects are statutorily exempt from CEQA pursuant to Public Resources Code section 21080.35.
- The Board adopts the Notices of Exemption, attached hereto as 3. Attachment "A," and finds that the District's Projects are exempt from CEQA review.
- 4. The Superintendent or designee is hereby directed to file the Notices of Exemption attached hereto as Attachment "A" with the Orange County Clerk's Office pursuant to CEOA Guidelines Section 15062.

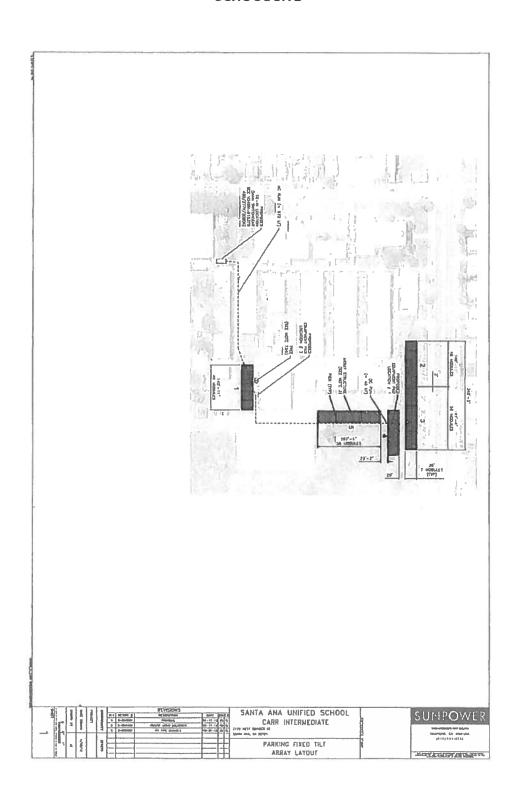
PASSED AND ADOPTED by the Governing Board of Education the Santa Ana Unified School District, this 26 day of March, 2013, by the following vote: AYES: NOES: ABSTAINED: ABSENT: CERTIFICATION I, Audrey Yamagata-Noji, Ph.D., Clerk of the Governing Board of Education of the Santa Ana Unified School District, Orange County, State of California, do hereby certify that the foregoing Resolution was duly approved and adopted by the Board of Education of said district at a meeting thereof held on the 26 day of March, 2013, with a copy of such Resolution being on file in the Administrative Office of said District. Audrey Yamagata-Noji, Ph.D. Clerk, Board of Education Attachments: Attachment "A" - Notices of Exemption for School Sites 

149 ATTACHMENT "A" 150 151 NOTICES OF EXEMPTION FOR THE FOLLOWING SCHOOL SITES: 152 153 154 (1) Century High School, located at 1401 S. Grand Avenue, Santa Ana, 155 156 CA 92705 157 (2) Douglas MacArthur Fundamental Intermediate School, located at 600 W. Alton Avenue, Santa Ana, CA 92707 158 159 (3) Gerald P. Carr Intermediate School, located at 2120 W. Edinger 160 Avenue, Santa Ana, CA 92704 161 (4)Jim Thorpe Fundamental Elementary School, located at 2450 W. 162 Alton Avenue, Santa Ana, CA 92704 163 (5) Martin R. Heninger Elementary School, located at 417 W. Walnut 164 Street, Santa Ana, CA 92701 165 (6) McFadden Intermediate School, located at 2701 S. Raitt Street, 166 Santa Ana, CA 92704 167 Santa Ana High School, located at 520 W. Walnut Street, Santa (7) 168 Ana, CA 92701 169 (8) Segerstrom High School, located at 2301 W. MacArthur Boulevard, 170 Santa Ana, CA 92704 171 (9) Taft Elementary School, located at 500 W. Keller Avenue, Santa 172 Ana, CA 92707 173 (10) Valley High School, located at 1801 S. Greenville Street, Santa 174 Ana, CA 92704 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194

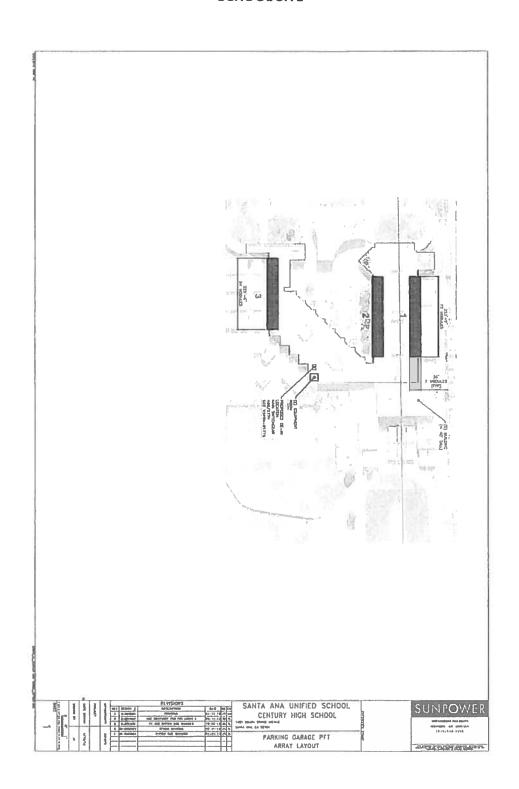
# **Notice of Exemption**

Appendix E

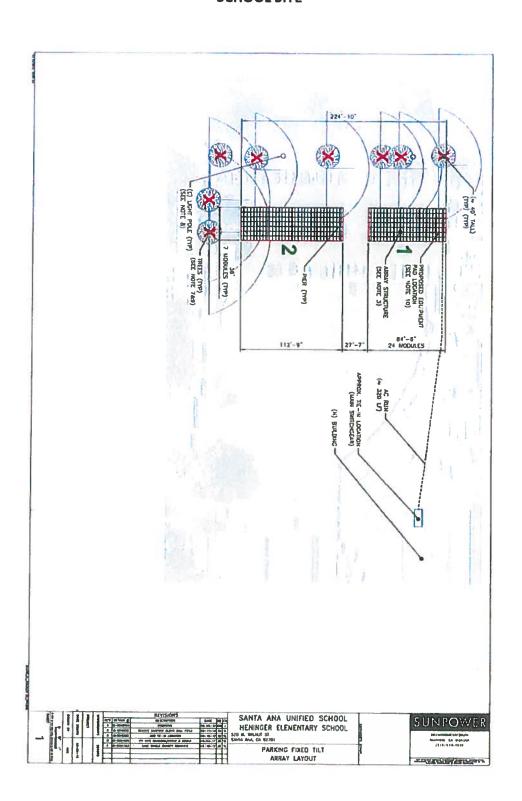
То:	Office of Planning and Research P.O. Box 3044, Room 113	From: (Public Agency): Santa Ana Unified School District 1601 East Chestnut Avenue
	Sacramento, CA 95812-3044	Santa Ana, California 92701
County Clerk County of: Orange 201 North Harbor Boulevard Fullerton, CA 92832		(Address)
Proje	ect Title: Construction and Installation of	Solar/Photovoltaic Systems
Proje	ect Applicant: Santa Ana Unified School D	District
Proje	ect Location - Specific:	•
Gera	ld P. Carr Intermediate, located at 2120 W. Ed	dinger Avenue, Santa Ana, CA 92704
Desc The	ect Location - City:  Santa Ana  cription of Nature, Purpose and Beneficiaries project consists of Installation of solar/photo ol site to generate and supply solar energy t	Project Location - County: Orange s of Project: voltalc systems and associated equipment on an existing o that school site, as shown in the attached "Exhibit A".
Nam Nam	e of Public Agency Approving Project: Sant e of Person or Agency Carrying Out Project	a Ana Unified School District Santa Ana Unified School District
1 1 1	npt Status: (check one):  Ministerial (Sec. 21080(b)(1); 15268);  Declared Emergency (Sec. 21080(b)(3))  Emergency Project (Sec. 21080(b)(4); 1  Categorical Exemption. State type and some statutory Exemptions. State code numb	5269(b)(c));
The p equip solar	oment on an existing school site to enable th	ullation of solar/photovoltaic systems and associated ne generation and use of solar electricity. The installation of ment, on the roof of an existing building or at an existing ources Code §21080.35.
Lead Conta	Agency Joe Dixon, Asst. Superintend	ent Area Code/Telephone/Extension: 714-480-5356
1	d by applicant:  Attach certified document of exemption fire. Has a Notice of Exemption been filed by t	
Signa	ature:[	Date: Title:
ıthorit	☑ Signed by Lead Agency ☐ Signed by cited: Sections 21083 and 21110, Public Resource	



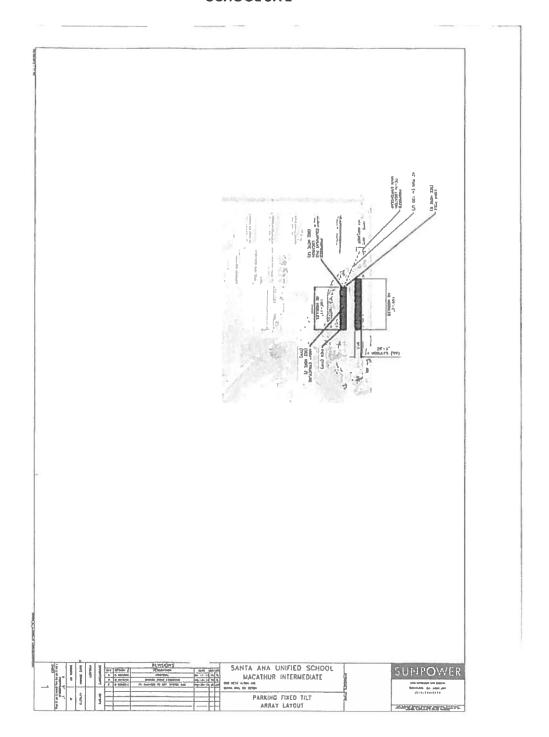
To: Office of Planning and Research P.O. Box 3044, Room 113 Sacramento, CA 95812-3044 County Clerk	From: (Public Agency): Santa Ana Unified School District 1601 East Chestnut Avenue		
	Santa Ana, California 92701		
County of: Orange 201 North Harbor Boulevard Fullerton, CA 92832	(Address)		
Project Title: Construction and Installation			
Project Applicant: Santa Ana Unified School	District		
Project Location - Specific:			
Century High School, located at 1401 S. Grand	Avenue, Santa Ana, CA 92705		
Project Location - City: Santa Ana	Project Location - County: Orange		
Description of Nature, Purpose and Beneficial The project consists of installation of solar/pho school site to generate and supply solar energ	ies of Project: otovoltalc systems and associated equipment on an existing y to that school site, as shown in the attached "Exhibit A".		
Name of Public Agency Approving Project: Sa	nta Ana Unified School District		
Exempt Status: (check one):			
☐ Ministerial (Sec. 21080(b)(1); 15268);			
☐ Declared Emergency (Sec. 21080(b)(			
<ul><li>Emergency Project (Sec. 21080(b)(4)</li><li>Categorical Exemption. State type and</li></ul>			
Statutory Exemptions. State code num	nber: Public Resources Code §21080.35		
Reasons why project is exempt: The project consists of the construction and installation of solar/photovoltaic systems and associated equipment on an existing school site to enable the generation and use of solar electricity. The installation of solar energy systems, including associated equipment, on the roof of an existing building or at an existing parking lot is statutorily exempt under Public Resources Code §21080.35.			
Lead Agency Contact Person: Joe Dixon, Asst. Superinter	ndent Area Code/Telephone/Extension: 714-480-5356		
If filed by applicant:  1. Attach certified document of exemption 2. Has a Notice of Exemption been filed by			
	Date: Title:		
☑ Signed by Lead Agency ☐ Signed	d by Applicant		
Authority cited: Sections 21083 and 21110, Public Resou Reference: Sections 21108, 21152, and 21152.1, Public I	rces Code. Date Received for filing at OPR:		



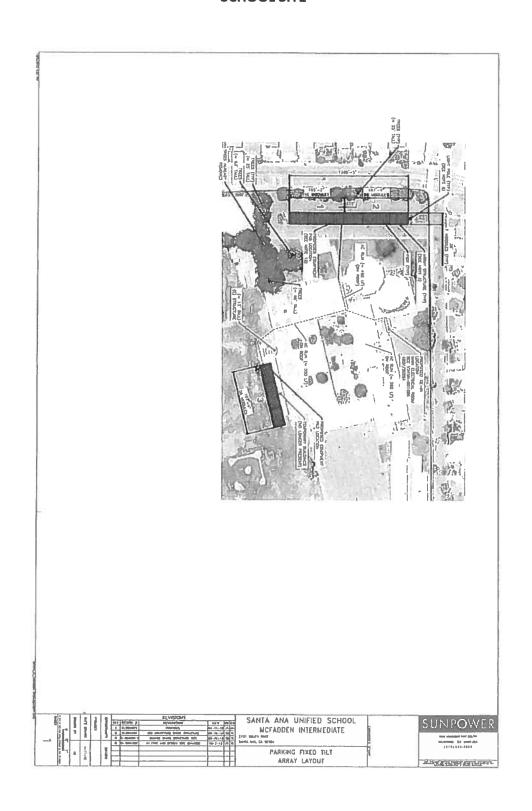
To: Office of Planning and Research	From: (Public Agency): Santa Ana Unified School District 1601 East Chestnut Avenue		
P.O. Box 3044, Room 113 Sacramento, CA 95812-3044			
County Clerk	Santa Ana, California 92701		
County of: Orange	(Address)		
201 North Harbor Boulevard Fullerton, CA 92832			
Tunoton, ON OZOOZ			
Project Title: Construction and Installation of	Solar/Photovoltaic Systems		
Project Applicant: Santa Ana Unified School I	District		
Project Location - Specific:			
Martin R. Heninger Elementary School, located a	t 417 W. Walnut Street, Santa Ana, CA 92701		
Conto Au-			
Toject Location - City,	Project Location - County: Orange		
Description of Nature, Purpose and Beneficiarie The project consists of installation of solar/photo	s of Project: proltaic systems and associated equipment on an existing		
school site to generate and supply solar energy t	to that school site, as shown in the attached "Exhibit A".		
Name of Bublic Agency Approving Brokest Sant	a Ana Unified School District		
Name of Public Agency Approving Project: Sant Name of Person or Agency Carrying Out Project	Santa Ana Unified School District		
Exempt Status: (check one):   Ministerial (Sec. 21080(b)(1); 15268);			
☐ Declared Emergency (Sec. 21080(b)(3)	: 15269(a)):		
☐ Emergency Project (Sec. 21080(b)(4); 1	5269(b)(c));		
☐ Categorical Exemption. State type and s	section number: er: Public Resources Code §21080.35		
Statutory Exemptions. State code numb	er: Public Resources Code §21080.35		
Reasons why project is exempt:	Hadan of all of Landau to the		
equipment on an existing school site to enable the	llation of solar/photovoltaic systems and associated ne generation and use of solar electricity. The installation of		
solar energy systems, including associated equip-	ment, on the roof of an existing building or at an existing		
parking lot is statutorily exempt under Public Res	ources Code §21080.35.		
Lead Agency Contact Person: Joe Dixon, Asst. Superintend	ent Area Code/Telephone/Extension: 714-480-5356		
	Nied Code/Telephone/Extension:		
If filed by applicant: 1. Attach certified document of exemption fin	ding		
2. Has a Notice of Exemption been filed by the	ne public agency approving the project?   Yes   No		
	Oate: Title:		
■ Signed by Lead Agency  □ Signed by			
Authority cited: Sections 21083 and 21110, Public Resource			
Reference: Sections 21108 21152 and 21152 1 Dublin Do	Sources Code		



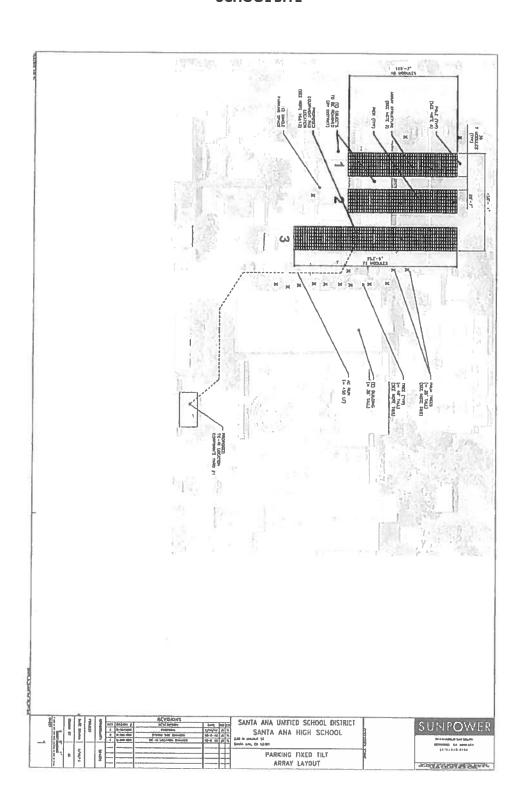
To: Office of Planning and Research P.O. Box 3044, Room 113 Sacramento, CA 95812-3044 County Clerk County of: Orange 201 North Harbor Boulevard Fullerton, CA 92832	P.O. Box 3044, Room 113	From: (Public Agency): Santa Ana Unified School District 1601 East Chestnut Avenue		
	County of: Orange		(Address)	
		(E)		
	Proje	ect Title: Construction and Installation o	of Solar/Photovo	oltaic Systems
Proje	ect Applicant: Santa Ana Unified School	I District	5	
Proje	ect Location - Specific:			
Dou	glas MacArthur Fundamental Intermediate	School, located	at 600 W. Alton Avenue, Santa Ana, CA 92707	
Prole	ect Location - City: Santa Ana	Project	t Location - County: Orange	
	cription of Nature, Purpose and Beneficiar	-	Location - Goding.	
The	project consists of installation of solar/pho	tovoltaic system	s and associated equipment on an existing	
SCHO	ol site to generate and supply solar energy	y to that school s	ite, as snown in the attached "Exhibit A".	
Nam	e of Public Agency Approving Project: Sa e of Person or Agency Carrying Out Proje	nta Ana Unified	School District	
Nam	e of Person or Agency Carrying Out Proje	ect: Santa Ana L	Inified School District	
	npt Status: (check one):			
1	☐ Ministerial (Sec. 21080(b)(1); 15268);			
1	☐ Declared Emergency (Sec. 21080(b)(	3); 15269(a));		
1	☐ Emergency Project (Sec. 21080(b)(4)			
_	☐ Categorical Exemption. State type and Statutory Exemptions. State code num	d section numbe	r:	
		nber: Fublic Res	sources Code 921060.35	
The pequipole		the generation a ipment, on the re	and use of solar electricity. The installation of oof of an existing building or at an existing	
Lead Cont	Agency act Person: Joe Dixon, Asst. Superinter	ndent Area C	ode/Telephone/Extension: 714-480-5356	
1	ed by applicant:  1. Attach certified document of exemption 2. Has a Notice of Exemption been filed by	finding.	ncy approving the project?. ☐ Yes ☐ No	
Signa	ature:	_ Date:	Title:	
	☑ Signed by Lead Agency ☐ Signed	d by Applicant		
ıthori	ty clied: Sections 21083 and 21110, Public Resources Sections 21109, 21150, and 21150 1. Public	irces Code.	Date Received for filing at OPR:	



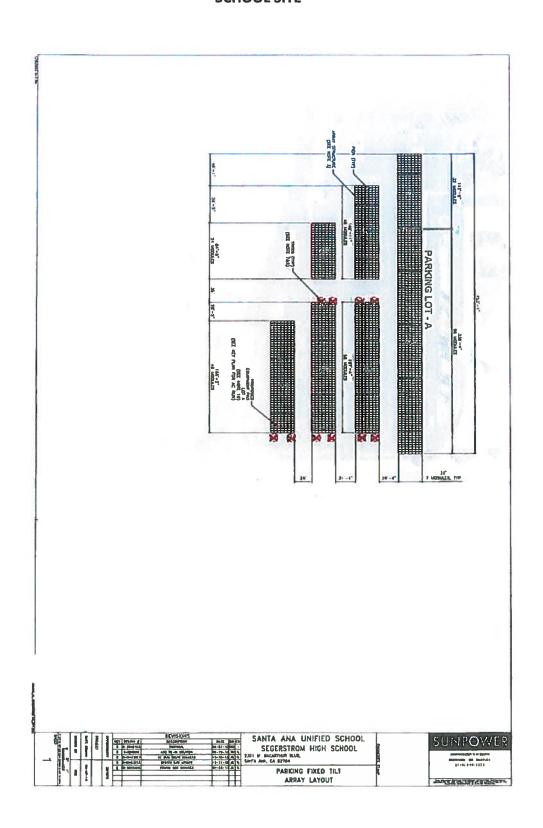
To: Office of Planning and Research P.O. Box 3044, Room 113 Sacramento, CA 95812-3044	From: (Public Agency): Santa Ana Unified School District				
	1601 East Chestnut Avenue				
County Clerk	Santa Ana, California 92701				
County of: Orange 201 North Harbor Boulevard	(Address)				
Fullerton, CA 92832					
Project Title: Construction and Installation of So	plar/Photovoltaic Systems				
Project Applicant: Santa Ana Unified School Di	strict				
Project Location - Specific:					
McFadden Intermediate, located at 2701 S. Raitt St	reet, Santa Ana, CA 92704				
Project Location - City: Santa Ana	Project Location - County; Orange				
Description of Nature, Purpose and Beneficiaries The project consists of Installation of solar/photov- school site to generate and supply solar energy to	of Project: oltaic systems and associated equipment on an existing that school site, as shown in the attached "Exhibit A".				
Name of Public Agency Approving Project: Santa  Name of Person or Agency Carrying Out Project:	Ana Unified School District Santa Ana Unified School District				
Exempt Status: (check one):					
☐ Ministerial (Sec. 21080(b)(1); 15268);					
☐ Declared Emergency (Sec. 21080(b)(3); 1	5269(a));				
☐ Emergency Project (Sec. 21080(b)(4); 15	* * * * * * * * * * * * * * * * * * * *				
☐ Categorical Exemption. State type and se	ction number:				
☑ Statutory Exemptions. State code number	Table Nesources Code 921000.55				
Reasons why project is exempt: The project consists of the construction and installed equipment on an existing school site to enable the solar energy systems, including associated equipment parking lot is statutorily exempt under Public Reso	generation and use of solar electricity. The installation of ent, on the roof of an existing building or at an existing				
Lead Agency Contact Person: Joe Dixon, Asst. Superintende	nt Area Code/Telephone/Extension: 714-480-5356				
If filed by applicant:  1. Attach certified document of exemption find 2. Has a Notice of Exemption been filed by the	<sup>2</sup> a				
Signature: Da	ate: Title:				
Signed by Lead Agency   Signed by  Signed by  ■ Sign	Applicant				
Authority cited: Sections 21083 and 21110, Public Resources Reference: Sections 21108, 21152, and 21152.1, Public Resources	Code. Date Received for filing at OPR:				



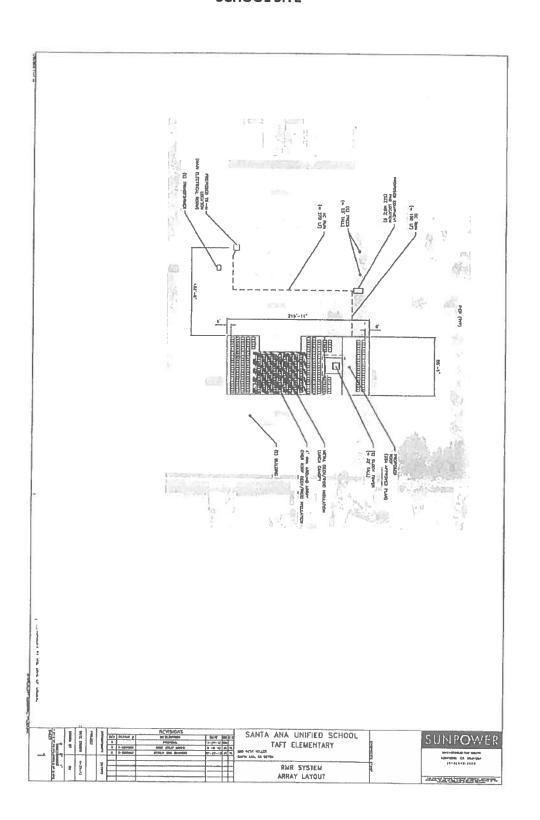
To: Office of Planning and Research P.O. Box 3044, Room 113 Sacramento, CA 95812-3044 County Clerk		From: (Public Agency): Santa Ana Unified School District			
		1601 East Chestnut Avenue			
	County Clerk	Santa Ana, California 92701			
County of: Orange 201 North Harbor Boulevard Fullerton, CA 92832		(Address)			
-	ect Title: Construction and Installation		oltaic Systems		
Proje	ect Applicant:				
-	ect Location - Specific:				
Sant	a Ana High School, located at 520 W. Wa	Inut Street, Santa A	Ana, CA 92701		
Desc The	ect Location - City: Santa Ana cription of Nature, Purpose and Benefick project consists of installation of solar/ph ol site to generate and supply solar ener	aries of Project: notovoltaic system	or Location - County: Orange one and associated equipment on an existing site, as shown in the attached "Exhibit A".		
Nam Nam	e of Public Agency Approving Project: See of Person or Agency Carrying Out Pro	anta Ana Unified ject: Santa Ana U	d School District Unified School District		
0 0 0	npt Status: (check one):  Ministerial (Sec. 21080(b)(1); 15268  Declared Emergency (Sec. 21080(b)(2)  Emergency Project (Sec. 21080(b)(2)  Categorical Exemption. State type a  Statutory Exemptions. State code nu	)(3); 15269(a)); 4); 15269(b)(c)); nd section numbe	er:esources Code §21080.35		
The p equip solar	ons why project is exempt: project consists of the construction and in proment on an existing school site to enab energy systems, including associated eq ng lot is statutorily exempt under Public	le the generation a Juipment, on the re	and use of solar electricity. The installation of roof of an existing building or at an existing		
Lead Conta	Agency act Person: Joe Dixon, Asst. Superint	endent Area C	Code/Telephone/Extension: 714-480-5356		
1	d by applicant:  Attach certified document of exemption.  Has a Notice of Exemption been filed.	n finding.	ncy approving the project?.   Yes  No		
Signa	ature:	Date:	Title:		
uthorit:	☑ Signed by Lead Agency ☐ Sign y cited: Sections 21083 and 21110, Public Res	• • • •	Date Received for filing at OPR:		
oforon	co: Sections 21108 21152 and 21152 1 Dubli	a Dagourgan Cada	Dato received for ming at OFA.		



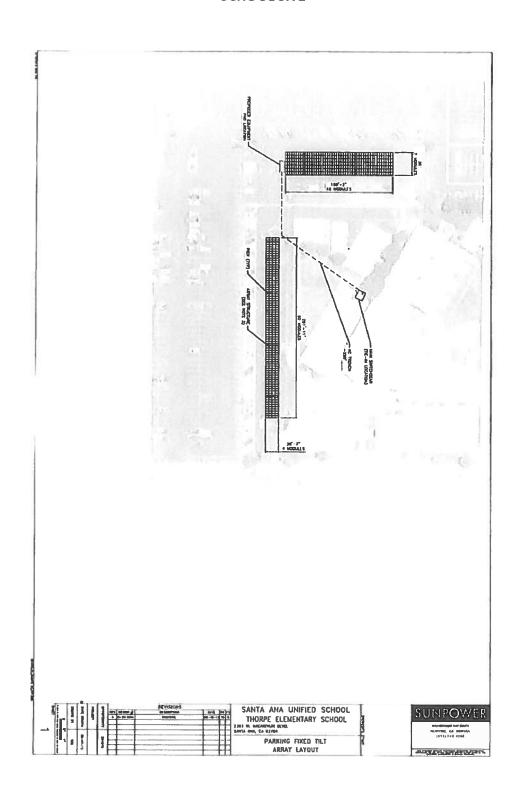
To: Office of Planning and Research P.O. Box 3044, Room 113 Sacramento, CA 95812-3044 County Clerk	Office of Planning and Research	From: (Public Agency): Santa Ana Unified School District			
		1601 East Chestnut Avenue			
	Santa Ana,	, California 92701			
County of: Orange 201 North Harbor Boulevard			(Address)		
	Fullerton, CA 92832				
Proje	ect Title: Construction and Installation	of Solar/Photovo	ltaic Systems		
Proje	ect Applicant: Santa Ana Unified School	ol District			
Proje	ect Location - Specific:				
-	erstrom High School, located at 2301 W. N	lacArthur Bouleva	ırd, Santa Ana, CA 92704		
Proje	ect Location - City: Santa Ana	Project	Location - County: Orange		
The	cription of Nature, Purpose and Beneficial project consists of installation of solar/phool site to generate and supply solar energe	ries of Project: otovoltalc system	s and associated equipment on an existing		
Nam	e of Public Agency Approving Project: Sa	anta Ana Unified	School District		
Nam	e of Public Agency Approving Project: <u>Sa</u> e of Person or Agency Carrying Out Proj	ect: Santa Ana U	Inified School District		
	npt Status: (check one):				
1	☐ Ministerial (Sec. 21080(b)(1); 15268)	•			
	Declared Emergency (Sec. 21080(b)				
	☐ Emergency Project (Sec. 21080(b)(4				
	<ul><li>☐ Categorical Exemption. State type ar</li><li>☑ Statutory Exemptions. State code nu</li></ul>	nd section number	r:sources Code §21080.35		
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_ead	Agency Los Divers Agent Committee	and ant	714 400 5050		
Conta	act Person: Joe Dixon, Asst. Superinte	Area Co	ode/Telephone/Extension: 714-480-5356		
1	d by applicant: . Attach certified document of exemption 2. Has a Notice of Exemption been filed b	i finding. By the public agen	acy approving the project?, ☐ Yes ☐ No		
Signa	ature:	_ Date:	Title:		
	Signed by Lead Agency □ Signed	ed by Applicant	1		
thorit	y cited: Sections 21083 and 21110, Public Reso	urces Code.	Date Received for filing at OPR:		



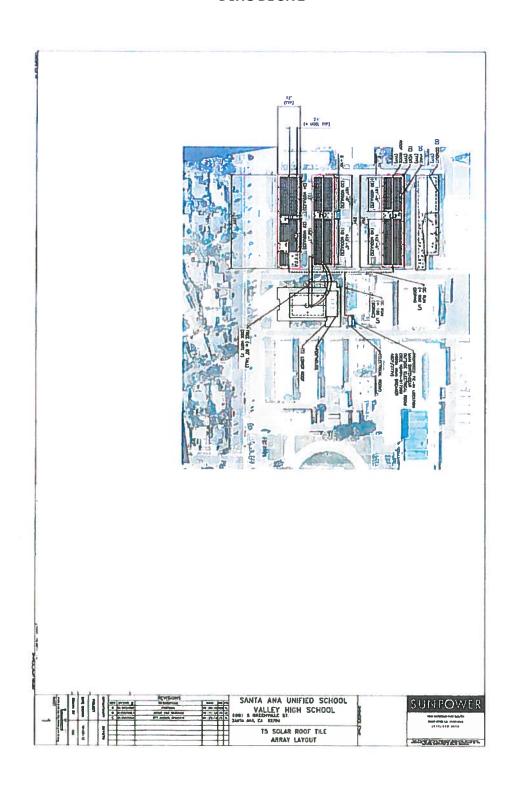
To: Office of Planning and Research	Office of Planning and Research	From: (Public Agency): Santa Ana Unified School Distr				
	P.O. Box 3044, Room 113 Sacramento, CA 95812-3044	1601 East Chestnut Avenue				
County Clerk County of Orange	•	Santa Ana, California 92701				
	County of Orange	(Address)				
51	201 North Harbor Boulevard Fullerton, CA 92832					
Proje	ect Title: Construction and Installation	of Solar/Photovoltaic Systems	Х			
Proje	ect Appilcant: Santa Ana Unified School	ol District				
Proje	ect Location - Specific:					
Taft I	Elementary School, located at 500 W. Kell	er Avenue, Santa Ana, CA 92707				
Decia	ect Location - City: Santa Ana	Project Location - County: Oral	nge			
-	cription of Nature, Purpose and Beneficia	rioject Location - County.				
The	project consists of installation of solar/ph	otovoltaic systems and associated equipme	ent on an existing			
scho	ol site to generate and supply solar energ	y to that school site, as shown in the attach	ned "Exhibit A".			
Nam	e of Public Agency Approving Project: <u>Sa</u> e of Person or Agency Carrying Out Proj	anta Ana Unified School District				
Nam	e of Person or Agency Carrying Out Proj	ect: Santa Ana Unified School District				
	npt Status: (check one):					
[	☐ Ministerial (Sec. 21080(b)(1); 15268);					
-	Declared Emergency (Sec. 21080(b)	• • • • • • • • • • • • • • • • • • • •				
	Emergency Project (Sec. 21080(b)(4)					
_	☐ Categorical Exemption. State type an  ■ Statutory Exemptions. State code not	mber: Public Resources Code §21080.35	 5			
	ons why project is exempt:					
The p	project consists of the construction and In	stallation of solar/photovoltaic systems and	d assoclated			
equip	oment on an existing school site to enable	the generation and use of solar electricity	. The installation of			
parki	ng lot is statutorily exempt under Public I	aipment, on the roof of an existing building Resources Code §21080.35.	or at an existing			
	Agency					
Conta	act Person: Joe Dixon, Asst. Superinte	Area Code/Telephone/Extension	1: /14-480-5356			
1	d by applicant:  . Attach certified document of exemption  2. Has a Notice of Exemption been filed b	finding. y the public agency approving the project?	'. □ Yes □ No			
Signa	ature:	_ Date: Title:				
	■ Signed by Lead Agency  □ Signe					
Authorit			0.00			
Totoron	y cited: Sections 21083 and 21110, Public Reso	urces Code. Date Received for filing at	OPR:			



P.O. I Sacra Count Count 201 N	Office of Planning and Research P.O. Box 3044, Room 113 Sacramento, CA 95812-3044		From: (Pub	From: (Public Agency): Santa Ana Unified School	
			1601 East Chestnut A		/enue
	County Clerk		Santa Ana	, California 9	92701
	County of: Orange 201 North Harbor Boulevard Fullerton, CA 92832				(Address)
-	ect Title: Construction and Installation			oltaic System	18
Proje	ect Applicant: Santa Ana Unified Sch	ool Di	istrict		ii ii
Proje	ect Location - Specific:				
Jim T	horpe Fundamental Elementary, locate	d at 2	450 W. Alton	Avenue, Sant	ta Ana, CA 92704
-	ect Location - City: Santa Ana		•	t Location - C	County: Orange
The	eription of Nature, Purpose and Benefic project consists of Installation of solar/p ol site to generate and supply solar ene	hotov	oltaic system	ns and associa site, as shown	ited equipment on an existing in the attached "Exhibit A".
Name	e of Public Agency Approving Project:	3anta	Ana Unified	School Dist	rict
Name	e of Person or Agency CarryIng Out Pro	oject:	Santa Ana U	Unified School	ol District
Exem	npt Status: (check one):				
_	Ministerial (Sec. 21080(b)(1); 1526	• •	45000( ))	14	
	Categorical Exemption. State type a	and se	ection numbe	r:	
2		umbe	r: Public Re	sources Cod	e §21080.35
The p equip solar	ons why project is exempt: project consists of the construction and oment on an existing school site to enak energy systems, including associated e ang lot is statutorily exempt under Public	ole the quipm	e generation a nent, on the r	and use of soloof oof of an exis	ar electricity. The installation of
Lead Conta	Agency act Person: Joe Dixon, Asst. Superin	tende	nt Area C	ode/Telephor	ne/Extension: 714-480-5356
1.	d by applicant:  Attach certified document of exemption.  Has a Notice of Exemption been filed.	n find by the	ling. e public ager	ncy approving	the project?. ☐ Yes ☐ No
Signa	ture:	Da	ate:	Ti	tle:
	☑ Signed by Lead Agency ☐ Sign				
thority	cited: Sections 21083 and 21110, Public Res	ources	Code.	Date Recei	ved for filing at OPR:



To: Office of Planning and Research P.O. Box 3044, Room 113 Sacramento, CA 95812-3044	P.O. Box 3044, Room 113	From: (Public Agency): Santa Ana Unified School District 1601 East Chestnut Avenue		
		Santa Ana, California 92701		
County Clerk County of: Orange 201 North Harbor Boulevard Fullerton, CA 92832		(Address)		
-	ect Title: Construction and Installation of			
Proje	ect Applicant: Santa Ana Unified School I	District		
Proje	ect Location - Specific:			
Valle	y High School, located at 1801 S. Greenville	Street, Santa Ana, CA 92704		
Desc The p	ect Location - City: Santa Ana cription of Nature, Purpose and Beneficiaries project consists of installation of solar/photo ol site to generate and supply solar energy t	Project Location - County: Orange . s of Project: evoltaic systems and associated equipment on an existing o that school site, as shown in the attached "Exhibit A".		
	e of Public Agency Approving Project: Sant	a Ana Unified School District Santa Ana Unified School District		
	npt Status: (check one):  Ministerial (Sec. 21080(b)(1); 15268);  Declared Emergency (Sec. 21080(b)(3);  Emergency Project (Sec. 21080(b)(4); 1  Categorical Exemption. State type and s  Statutory Exemptions. State code numb	5269(b)(c));		
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Lead Conta	Agency act Person: Joe Dixon, Asst. Superintend	ent Area Code/Telephone/Extension: 714-480-5356		
1	d by applicant:  Attach certified document of exemption find.  Has a Notice of Exemption been filed by the			
Signa	iture: [	Date: Title:		
Leitharlt	■ Signed by Lead Agency □ Signed by Lead Sections 21092 and 21110. Public Resource.			
umont)	y cited: Sections 21083 and 21110, Public Resource	es Code. Date Received for filing at OPR:		



### AGENDA ITEM BACKUP SHEET March 26, 2013

### **Board Meeting**

TITLE:

Approval of Amendment to Ground Lease Agreement with El Sol

Science and Arts Academy of Santa Ana

ITEM:

Action

**SUBMITTED BY:** 

Joe Dixon, Assistant Superintendent

PREPARED BY:

Mavis Mitchell, Charter Schools Financial Coordinator

Tova K. Corman, Senior Facilities Planner

#### **BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the amendment to the Ground Lease Agreement with El Sol Science and Arts Academy of Santa Ana. At its June 14, 2011 meeting, the Board approved the Facilities Agreement of a long-term Ground Lease for El Sol Science and Arts Academy to remain at its current site while solely undertaking the planning, financing and construction for demolition, grading, landscaping, utilities, and construction of a new school facility at the site.

#### **RATIONALE:**

This amendment will facilitate El Sol Science and Arts Academy's ability to seek funding for lease costs. Additionally, the amendment sets forth terms for the reimbursement to the District for costs incurred as a result of the previous demolition of the 4-story building on the corner of Broadway and Halesworth St.

#### **FUNDING:**

Not Applicable

#### **RECOMMENDATION:**

- 1. Approve First Amendment to Ground Lease with El Sol Science & Arts Academy of Santa Ana subject to any revisions which are acceptable to both District's Superintendent ("Superintendent") and District's legal counsel.
- 2. Approve related documents, including Assignment and Assumption of Lease.

3. Approve a delegation of authority and appoint the Superintendent, or designee who is/are hereby authorized and directed, to execute and deliver the First Amendment to Ground Lease with El Sol Science & Arts Academy of Santa Ana, Assignment and Assumption of Lease and related documents, execute and deliver documents and/or negotiate documents, and to do any and all things necessary, in consultation with the staff and District legal counsel, that they may deem necessary or advisable in order to effectuate the purpose and intent of the documents, all subject to ratification of the Board of Education, if necessary.



#### FIRST AMENDMENT TO GROUND LEASE

This First Amendment to Ground Lease ("Amendment") dated as of March \_\_\_, 2013, (the "Effective Date") is entered into by and between the SANTA ANA UNIFIED SCHOOL DISTRICT, a public school district organized and existing under the laws of the State of California (the "District"), and EL SOL SCIENCE & ARTS ACADEMY OF SANTA ANA, a California nonprofit public benefit corporation ("Lessee"), with reference to that certain Ground Lease (the "Lease") dated as of October 18, 2011, by and between the District, as lessor, and Lessee, as lessee. District and Lessee shall be referred to herein as "Parties" and individually as "Party." Capitalized terms used herein and defined in the Lease have the meanings set forth in the Lease, unless otherwise provided herein.

WHEREAS, the Lease requires Lessee to develop the Project on the Site;

WHEREAS, in order to facilitate the securing of financing for the construction of the Project, Lessee has requested certain amendments to the Lease;

WHEREAS, in order to facilitate Lessee's ability to seek funding for lease costs under Section 47614.5 of the Education Code, Lessee has requested the District's consent to the assignment of the Lease to SAEF 1010 North Broadway LLC ("Assignee"), a California limited liability company the sole member of which is Santa Ana Education Facilities, a California nonprofit public benefit corporation that has been formed to support Lessee, and to Assignee's subletting of the Site back to Lessee;

**WHEREAS**, the District has provided no opinion or representations regarding Lessee's ability to seek or obtain funding;

**WHEREAS,** Assignee has received a commitment for initial financing ("Initial Financing") in the amount of approximately [\$7,250,239] for the construction of the improvements described as Phase 1 of the Project in Exhibit "C" attached hereto ("Phase 1");

**WHEREAS**, the District agreed to demolish certain existing facilities ("Demolition Project") at the Site contingent on Lessee's reimbursing the District for the costs of such demolition expended by the District ("Demolition Costs");

WHEREAS, the Parties wish to set forth in this Amendment the terms for Lessee's reimbursement of Demolition Costs to the District; and

**WHEREAS**, the District is willing to amend the Lease and to consent to the assignment and subletting of the Lease on the terms set forth herein;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises set forth herein, the Parties agree as follows:

- 1. <u>Lease Amendments</u>. The Lease is hereby amended as follows:
  - (a) Section 3(f) of the Lease is amended to read as follows:

- (f) The District is the owner in fee simple of the Site (as hereinafter defined), and, to the best of District's knowledge, there are currently no leasehold mortgages, deeds of trust, or other security interests encumbering the Site, other than those put in place by Lessee.
- (b) Section 11(e) of the Lease is amended to read as follows:
- (e) Lessee shall develop the Project in two phases ("Phase 1" and "Phase 2) as described in Exhibit "C," provided that Lessee may develop Phase 2 in such sequence and sub-phases (each, a "Sub-Phase") as Lessee reasonably may determine.
- (c) Pursuant to Sections 12(e) and (f) of the Lease, the District extends the Phase 1 Funding Date and the Phase 1 Completion Date as follows:
- (i) The Phase 1 Funding Date and the Phase 1 Completion Date each shall be extended to June 30, 2014.
- (ii) The Phase 2 Funding Date and the Phase 2 Completion Date each shall be extended to December 31, 2030.
- (d) Section 12 of the Lease is amended by adding the following subsection (h) immediately after subsection (g):
  - (h) With the prior written consent of the District (which shall not unreasonably be withheld, but which approval may be conditioned), and, if required, the Division of the State Architect, Lessee may amend or modify the Project, the plans and specifications therefor or the Project budget.
  - (e) Section 13 of the Lease is amended to read as follows:
  - Section 13. <u>Title on Termination</u>. The Lessee shall, upon the termination or expiration of this Ground Lease or its extension, quit and surrender the Project, and all right, title and interest in and to all improvements and equipment constructed or installed on the Site, including the Project, shall vest in the District free and clear of all and any liens and encumbrances created or caused by the Lessee at the date of termination or expiration. Prior to the date of the termination or expiration of this Ground Lease, Lessee shall retain all right, title and interest in and to all improvements and equipment constructed or installed on the Site by Lessee.
  - (f) Section 26 of the Lease is amended
- (i) by striking "no mortgagee who pledges this Ground Lease shall have the rights" and inserting in lieu thereof, "no mortgagee who receives a mortgage, assignment, or pledge of this Ground Lease (any holder of any such mortgage, pledge, or assignment being referred to herein as a "Leasehold Mortgagee") shall have the rights"; and
  - (ii) by adding the following paragraphs at the end of Section 26:

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The initial leasehold mortgage and any subsequent leasehold mortgage which Lessee is permitted to enter into are sometimes herein called collectively a "Leasehold Mortgage" (it being agreed that the term "Leasehold Mortgage," whenever used herein, shall include whatever security instruments are used in the locale of the Premises, including, without limitation, deeds of trust, as well as financing statements, security agreements and other documentation required pursuant to the Uniform Commercial Code). Should there be more than one Leasehold Mortgage encumbering Lessee's interest in this Lease at any one time, each Leasehold Mortgagee shall be entitled to the benefit of and take subject to the obligations of the provisions of this Section 26 and Section(s) 29 and 33 below; provided further, that:

- (a) any actions or elections permitted to be taken or made hereunder shall be determined and exercised solely by the Leasehold Mortgagee whose Leasehold Mortgage is most senior in priority (unless otherwise directed in writing by such senior Leasehold Mortgagee), and the District is entitled to rely on Lessee's or Leasehold Mortgagee's statement(s) or agreements(s) of seniority (provided however, if Lessee either does not clarify which Leasehold Mortgagee has seniority or there are conflicting statements made to the District) then the District shall be entitled to rely on its reasonable determination of seniority. Lessee and all the Leasehold Mortgagees shall indemnify, defend and hold the District harmless from claims, costs, expenses, liabilities, causes of action and the like arising from the District's acceptance of a cure from any Leasehold Mortgagee or from any dispute concerning the ability of the presumptive senior lender to bind the group of Leasehold Mortgagees; and
- (b) the time periods in Section 33 for any action or response by any Leasehold Mortgagee shall run concurrently for all Leasehold Mortgagees.
- (g) The lead paragraph of Section 29 of the Lease is amended to read as follows:

Section 29. <u>Right to New Lease</u>. Only to the extent that the following does not conflict with any then-applicable surplus property procedures mandated by state law, including, but not limited to, Education Code section 177485 *et seq.*, in the event of any termination of this Lease for any reason, including, but not limited to, a Bankruptcy Termination (as defined below), at the option of the Leasehold Mortgagee or any Purchaser (as defined below), the Leasehold Mortgagee or Purchaser shall have the option to obtain a new lease in accordance with the following terms and conditions:

- (h) All references in the Lease to "then-applicable surplus property procedures", including but not limited to those in Sections 29 and 36 of the Lease, are each amended by inserting "mandatory" immediately after "then-applicable."
- (i) All references in the Lease to a "mortgage", "leasehold mortgage", "mortgagee" or "leasehold mortgagee" shall be deemed to refer to a "Leasehold Mortgage" or "Leasehold

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Mortgagee" (as such terms are defined in Section 33 of the Lease), as may be necessary to give effect to the terms contained herein.

(j) Section 33 of the Lease is amended to read as follows:

Section 33. <u>Specific Rights and Requirements for Leasehold Mortgages</u>. The District agrees as follows relative to any Leasehold Mortgage that Lessee is permitted to incur:

- Notice. Lessee and/or each Leasehold Mortgagee shall, (a) simultaneously with or within thirty (30) days of the execution of the Leasehold Mortgage held by such Leasehold Mortgagee, send to the District a true copy thereof, together with written notice specifying the name and address of such Leasehold Mortgagee and the pertinent recording data with respect to such Leasehold Mortgage (if available). After receipt of such notice, the District agrees that so long as any such Leasehold Mortgage shall remain unsatisfied of record or until written notice of satisfaction is given by the holders thereof to the District, the provisions of this Section and Sections 26 and 29 shall apply. The District will deliver to the Leasehold Mortgagee a copy of any notice of default which the District delivers to Lessee hereunder at the time of giving such notice to Lessee. The District will not exercise any right, power or remedy with respect to any default hereunder, and no notice to Lessee of any such default shall be effective and no grace or cure periods under this Lease shall be deemed to commence unless and until the District shall have so delivered to the Leasehold Mortgagee written notice or a copy of its notice to Lessee of such default or any such termination, as the case may be so that Leasehold Mortgage may exercise its rights under this Section.
- (b) <u>Cure</u>. The District shall accept from any Leasehold Mortgagee any and all payments and performance of Lessee's obligations under this Lease, whether before or after Lessee's default, with the same force and effect as if paid or performed by Lessee. The District agrees that in the event that Lessee shall not cure or remedy any default or breach of covenant by Lessee under this Lease within the curative period provided for such cure or remedy in this Lease, then Leasehold Mortgagee shall have the right, at its sole option, to exercise any one or more of the following rights:
  - (i) to cure or remedy, or cause to be cured or remedied, for an additional period following the District's giving of the notice of default to Lessee (herein the "Leasehold Mortgagee Curative Period"), of such duration as is hereinafter specified, and the District shall accept such cure or remedy; it being agreed that:
    - (A) subject to the further provisions of this Section, in the case of any default by Lessee in the payment of any sum of money or the performance of any other covenant of Lessee under this Ground Lease, the Leasehold Mortgagee Curative Period shall be an

additional ninety (90) days following the expiration cure period [if any] afforded Lessee;

- (B) in the event that the default of Lessee does not involve the payment of a sum of money and such default cannot reasonably be cured within such ninety (90) day period and that Leasehold Mortgagee has commenced efforts to cure such default (or efforts to exercise remedies to enable it to cure such default) within ninety (90) days following the Leasehold Mortgagee Curative Commencement Date, Leasehold Mortgagee shall have an additional reasonable period of time following the end of such ninety (90) day period within which to cure such default, and so long as Leasehold Mortgagee shall be diligently pursuing its efforts to cure, the District shall accept such cure or remedy when effected; and
- (C) in no event shall any Leasehold Mortgagee be required to cure any defaults by Lessee, including any defaults that by their nature are not susceptible to cure by Leasehold Mortgage, and with respect to such defaults, the same shall be deemed cured by Leasehold Mortgagee if Leasehold Mortgagee has commenced efforts to exercise remedies under its Leasehold Mortgage and succeeding to the Leasehold Interest in accordance with the provisions of this Section; it being agreed that the District shall not terminate this Lease, commence eviction proceedings or accelerate rent during the foregoing curative periods extended to Leasehold Mortgagee;

provided, that it is hereby expressly agreed that the time permitted to the Leasehold Mortgagee to cure defaults shall include and shall be extended by the time required to pursue any remedies necessary to enable Leasehold Mortgagee to effect such cure, and the time permitted to the Leasehold Mortgagee to cure defaults shall include and shall be extended by any period in which Leasehold Mortgagee is prevented from curing by reason of any stay in any bankruptcy of Lessee or other stay of enforcement proceedings to which Leasehold Mortgagee may be subject;

(ii) pursuant to any transfer of Lessee's interest in this Lease and Premises (some-times collectively referred to herein as the "Leasehold Interest") arising out of a judicial or non-judicial sale proceeding pursuant to the Leasehold Mortgage, any transfer pursuant to a deed or assignment in lieu of foreclosure, any sale or transfer in any bankruptcy or insolvency proceedings, or any similar transfer pursuant to any exercise of remedies under any Leasehold Mortgage (collectively, a "Foreclosure"), acquire the Leasehold Interest and Lessee's rights under this Lease and assume the obligations of Lessee under this Lease as required under this Section, and in such event, the District shall not exercise its right of termination with respect to such default, provided that upon such acquisition, Leasehold Mortgagee must satisfy the requirements herein regarding the use

of the Premises for the operation of an educational program approved by the District, which approval shall not be unreasonably withheld, conditioned or delayed; and

- With respect a Leasehold Mortgagee that shall have (iii) financed or refinanced one or more Phases or Sub-Phases of the Project (which have been completed in accordance with this Lease), but not one or more other Phases or Sub-Phases of the Project, in the event of a failure of the Lessee to commence or complete such other Phase(s) or Sub-Phase(s) of the Project, (A) such Leasehold Mortgagee shall not be required to cure the Lessee's failure to commence or complete such other Phase(s) or Sub-Phase(s) of the Project in order to preserve its Leasehold Mortgage and its rights under this Lease with respect to the Phase(s) or Sub-Phase(s) that have been completed, and (B) unless such Leasehold Mortgagee elects, by written notice to Lessor within the Leasehold Mortgagee Curative Period, to complete such other Phase(s) or Sub-Phase(s), this Lease shall be subject to termination only with respect to those Parcels (as defined in Section 50 below) on which such other Phase(s) or Sub-Phase(s) are to be developed and not those Parcels on which the Phase(s) or Sub-Phase(s) have been completed. Nothing herein shall be deemed to limit any claim for recovery of damages that the Lessor may have against the Lessee having failed to commence or complete such other Phase(s) or Sub-Phase(s) on account of such default, provided that the same shall not be asserted against a Leasehold Mortgagee with respect to its interest in the completed Phase(s) or Sub-Phase(s) of the Project, nor cause or result in any termination of this Lease with respect to the applicable Parcel(s) for such completed Phase(s) or Sub-Phase(s) or any execution of any judgment against the Lessee with respect to such Parcel(s).
- Transfer. The District's consent and approval shall not be (c) required in connection with any the transfer of Lessee's interest in this Lease and Premises arising out of any Foreclosure, subject to compliance with the terms of this Section. In the event of the assignment or transfer of Lessee's Leasehold Interest pursuant to any Foreclosure, no such Foreclosure shall constitute a default by Lessee under this Lease, and any Purchaser of the Leasehold Interest shall be entitled to all the benefits of this Lease. The District agrees to execute such documents as may be reasonably necessary to evidence such Purchaser's rights as lessee under this Lease. Upon any rejection of this Lease by any trustee of the Lessee in any bankruptcy, reorganization, arrangement or similar proceeding which would, if it were not for this Section, cause this Lease to terminate, without any action or consent by the District, Lessee or any Leasehold Mortgagee ("Bankruptcy Termination"), the transfer of Lessee's interest hereunder to such Leasehold Mortgagee or its nominee shall automatically occur ("Deemed Transfer"). The Leasehold Mortgagee may terminate this Lease following a Deemed Transfer upon giving notice thereof to the District no later than thirty (30) days after the Bankruptcy Termination. Upon any such termination, the Leasehold Mortgagee shall have no further obligations hereunder (including any obligations which may have accrued prior to such termination) except

in the event that said Leasehold Mortgagee shall request a new lease pursuant to Section 29 hereof ("New Lease"), in which event all obligations accruing after the effective date of the New Lease shall be payable at the date of its effectiveness notwithstanding the earlier rejection and termination and such New Lease.

- Recognition of Leasehold Mortgagee. Upon any Foreclosure and resulting transfer of the Leasehold Interest, the District will recognize the Leasehold Mortgagee, any affiliate or nominee or Leasehold Mortgagee, or any other person, firm or corporation acquiring the Leasehold Interest as lessee under this Lease pursuant to any foreclosure, deed or assignment in lieu of foreclosure, or similar transfer pursuant to any exercise of remedies under any Leasehold Mortgage (collectively, a "Purchaser"), on the same terms and provisions and with all of the rights and privileges of Lessee, provided (i) such Purchaser agrees to assume and be bound by all of the terms, covenants and conditions of this Lease pursuant to an assumption agreement reasonably acceptable to the District, (ii) such Purchaser is either a Permitted Operator (as defined below) or has contracted with a Permitted Operator to operate a charter school at the Site, and (iii) Leasehold Mortgagee or other Purchaser shall cure all defaults under this Lease as required under the provisions of this Section, including those with regard to the payment of past due rent, within the curative period described herein. No consent or approval by the District shall be required in connection with the commencement or completion of any Foreclosure or any assignment or transfer of Lessee's rights under this Lease in connection with any such Foreclosure.
- (e) <u>Permitted Operator</u>. In this Lease, a "Permitted Operator" meets the following requirements:
  - (i) is either (X) an operator of one or more other charter schools under charters granted by the District, and as such is in compliance with all applicable laws and regulations, and District Charter Policies, or (Y) an operator of one or more charter schools outside of the District, with a strong local track record of public instruction and operation as a charter school serving communities similar to the community served by Lessee at the Site;
  - (ii) A public benefit corporation in good standing and qualified to do business in California; and
  - (iii) has presented to the District for its approval a credible education plan and program that acknowledges community engagement to create a broadly supportive educational experience.
- (f) Attornment. In the event that any Purchaser shall acquire the rights of Lessee pursuant to the provisions of this Section, such Purchaser will attorn to the District, and the District will recognize Purchaser as the lessee under this Lease. The Purchaser shall thereupon be deemed to have assumed all of the obligations of the Lessee to the District under this Lease, and provided that the

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Purchaser shall not be deemed to have assumed any responsibility or liability for any unsatisfied indemnification obligations of Lessee under the Lease, nor any responsibility or liability to any third party for any liabilities or obligations of the Lessee under this Lease, arising prior to the Purchaser's acquisition of the Leasehold Interest.

- (g) Assignments by Leasehold Mortgagee. In the event that the Leasehold Mortgagee or any affiliate or nominee thereof shall acquire the Leasehold Interest pursuant to the Leasehold Mortgage and the provisions set forth in this Section, Leasehold Mortgagee or such affiliate or nominee shall be entitled to further assign the Leasehold Interest in connection with the sale and assignment of such interest and the Improvements, without the further consent or approval of the District, to a Permitted Operator. Any subsequent assignment of the Leasehold Interest shall be subject to such consent as required under the terms of this Lease.
- (h) <u>Intervention</u>. The Parties hereto shall give the Leasehold Mortgagee notice of any condemnation proceedings affecting the Leased Premises, and such Leasehold Mortgagee shall have the right to intervene and be made a party to any such condemnation proceedings in the place and stead of Lessee. The Lessee's interest in any award or damages for such taking is hereby set over, transferred and assigned to the Leasehold Mortgagee to the extent that such transfer and assignment is provided for by the terms of any such Leasehold Mortgage. The Leasehold Mortgagee shall also have the right to appear in and participate in all proceeding, including any arbitration proceedings, which could affect the Leasehold Mortgagee's security or the provisions of this Lease or which relate to the premises under this Lease, at the expense of the Lessee.
- (i) <u>Naming Mortgagee</u>. The District agrees that the name of the Leasehold Mortgagee may be added to the "Loss Payable Endorsement" of any and all insurance policies required to be carried by Lessee hereunder on condition that the insurance proceeds are to be applied (either by Lessee or by any such Leasehold Mortgagee) and that the Leasehold Mortgagee shall be entitled to administer and apply all insurance proceeds so received, provided the same shall be done consistently with the requirements of Section 35 of this Ground Lease.
- personally liable under the agreements, terms, covenants or conditions of this Lease or any New Lease entered into in accordance with the provisions of Section 29 unless and until it becomes, and then only for as long as it remains, the owner of the Leasehold Interest. Upon any assignment of this Lease or the aforesaid new lease by any owner of the leasehold estate whose interest shall have been acquired by, through or under any Leasehold Mortgage or from any holder there-of, the assignor shall be relieved of any further liability which may accrue under this Lease or the aforesaid new lease from and after the date of such assignment provided that the assignee shall execute and deliver to the District a recordable instrument of assumption wherein such assignee shall assume and agree to perform and observe the covenants and conditions in this Lease or the aforesaid new lease contained on Lessee's part to be

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performed and observed, it being the intention of the Parties that once the Leasehold Mortgagee shall succeed to Lessee's interest under this Lease or the aforesaid new lease, any and all subsequent assignments (whether by such Leasehold Mortgagee, any purchaser at foreclosure sale or other transferee or assignee) shall effect a release of the assignor's liability under this Lease or the aforesaid new lease; provided, however, nothing contained herein shall be deemed to release the original named Lessee of its liabilities hereunder.

- No Voluntary Termination or Merger. Lessee agrees not to (k) abandon the Leased Premises or the Leasehold Interest nor take any action to terminate this Lease without the prior written consent of the Leasehold Mortgagee. The District agrees that it shall give notice of any such abandonment or action by Lessee to Leasehold Mortgagee, and Leasehold Mortgagee shall thereupon be entitled to exercise its rights and remedies under its Leasehold Mortgage and the provisions of this Section. Any failure of the District to provide notice shall not constitute a default by District, but the District will not exercise any right, power or remedy with respect to any such abandonment or action to terminate by Lessee, and no notice to Lessee of any such abandonment or action to terminate shall be effective and no grace or cure periods under this Lease shall be deemed to commence unless and until the District shall have so delivered to the Leasehold Mortgagee written notice or a copy of its notice to Lessee of such default or any such termination, as the case may be so that Leasehold Mortgage may exercise its rights under this Section. There shall be no merger of this Lease nor of the lease-hold estate created by this with the fee estate in the Leased Premises or any part thereof by reason of the fact that the same person, firm, corporation or other entity may acquire or own or hold, directly or indirectly, any of the following: (i) this Lease or the leasehold estate created by this Lease or any interest in this Lease or in any such leasehold estate and (ii) the fee estate in the Leased Premises or any part thereof or any interest in such fee estate. No merger shall occur unless and until all corporations, firms and other entities, including any Leasehold Mortgagee, having any interest in (1) this Lease or the leasehold estate created by this Lease and (2) the fee estate in the Leased Premises or any part thereof or any interest in such fee estate shall join in a written instrument effecting such merger and shall duly record the same.
- (l) <u>No Changes to Lease</u>. Lessee shall not make, and the District will not accept, any voluntary surrender, cancellation, modification or amendment of or to this Lease at any time while the Leasehold Mortgage is in effect, without first obtaining the prior written consent of each Leasehold Mortgagee.
- (m) <u>Leasehold Mortgagee as Beneficiary</u>. Each Leasehold Mortgagee is an express third party beneficiary of the provisions of this Section and shall be entitled to enforce the same directly against the District, provided that all actions shall be consolidated in and presented by the senior Leasehold Mortgagee.
- (n) <u>Bankruptcy of the District</u>. In the event that the District shall become subject to any bankruptcy or insolvency proceeding, any rights, elections, or actions available to Lessee therein shall be subject to the rights of Leasehold

Mortgagee under the Leasehold Mortgage to consent to, or to exercise on behalf of Lessee, such rights, elections, or actions. Without limiting the foregoing, no consent or acquiescence by Lessee to any rejection of this Lease by the District or any successor or trustee in such proceeding shall be binding or effective without the prior, written consent thereto by each Leasehold Mortgagee, and the rights, liens, and claims of Leasehold Mortgagee shall extend to, encumber, and include all rights to damages for any such rejection and all rights to continued possession of the Leased Premises.

- (o) Acknowledgement. The District shall, upon request, execute, acknowledge and deliver to the Leasehold Mortgagee making such request an agreement prepared at the sole cost and expense of Lessee, in form reasonably satisfactory to the District and such Leasehold Mortgagee, between the District, Lessee and such Leasehold Mortgagee, agreeing to all of the provisions of this Section and Section 29 hereof, confirming the District's recognition of the applicable Leasehold Mortgage and the rights of the Leasehold Mortgagee hereunder, and providing for the manner in which notices are to be sent between the parties.
- (p) <u>Conflicting Terms</u>. The terms of this Section 33 shall control over any conflict between the terms of this Section 33 and any other terms of this Ground Lease.
- (k) The first paragraph of Section 35 of the Lease is amended by inserting "and the Site or Project can be restored" immediately after "actually held by Lessee."
- (l) The second paragraph of Section 35 of the Lease is amended by inserting "are damaged by fire or other perils and the Project and Site cannot be restored, of if the Site or Project" immediately after "If the Site or Project."
- (m) Section 38 of the Lease is amended by deleting from such Section all of paragraphs (c) through (k) thereof.
- (n) Exhibit C of the Lease is amended by substituting Exhibit C attached hereto as Exhibit C to the Lease.
- 2. <u>Parcelization; Easements</u>. The following provision is hereby added as a new Section 50 to the Lease:

Section 50. <u>Parcelization</u>; <u>Easements</u>. At the request of Lessee, the District will use reasonable efforts to cooperate with Lessee to create legal parcels that will be insurable by a nationally recognized title insurance company as constituting separate legal parcels complying with California's Subdivision Map Act, it being agreed that the parcels so created will correspond to sites upon which one or more of the separate Phases or Sub-Phases of the Project will be developed (each such parcel, together with its appurtenant easement rights, being referred to herein as a "Parcel" and collectively as the "Parcels"). The Parties agree to create and approve such easements and covenants associated with the parcels as may be reasonably necessary or desirable to facilitate the development of the Project, and the Parties agree to join in any such easements and covenants as may be reasonably necessary for the

construction and operation of the Premises, in compliance with any then-applicable procedures mandated by state law. All costs, including reasonable District legal fees, necessary and appropriate to obtain and record the easements and parcels to be created shall be the sole expense of the Lessee. District makes no representation that parcelization will be feasible or allowable. District shall not be liable for any costs or liabilities resulting from Lessee's inability to obtain the parcels.

- 3. New Lease. The District acknowledges and agrees that, while Sections 29 and 33 of the Lease refer to a "new lease," "new ground lease," or "New Lease," the execution of any such new lease in substance will effect merely an amendment and restatement of the Lease substituting a permitted assignee for Lessee as the lessee under the Lease and, with limited exceptions, otherwise all terms and provisions of the Lease will remain in full force and effect. The District agrees that, in determining whether any then-applicable mandatory surplus property procedures affect the District's obligation to enter into any such new lease, the District will treat the new lease as merely an amendment and restatement of the Lease pursuant to the terms of the Lease and not as a new disposition of the Site.
- 4. <u>Consent to Assignment of Lease and Subletting</u>. The District consents to Lessee's assignment of Lessee's entire estate, right, title, interest and obligations under the Lease to Assignee, and the District consents to Assignee's subletting of the Site to Lessee or to a Permitted Operator (as defined in amended Section 33 of the Lease) as a successor subtenant, provided that:
- (a) Assignee assumes and agrees to perform all obligations of Lessee under the Lease directly or through a subtenant;
- (b) Assignee's use and occupancy of the Site shall be limited to the development of the Project and the subleasing of the Site to Lessee or to a Permitted Operator as a successor subtenant; and
- (c) As a subtenant, Lessee and any Permitted Operator shall use the Site solely for the purpose of operating an educational program in accordance with a charter granted to such subtenant by the District and otherwise in compliance with all terms and provisions of the Lease.
- 5. <u>Lessee Financing</u>. To the extent that the District has been provided any documents related to or discussing the Lessee's financing, it is for informational purposes only and does not imply or indicate that the District is advising on, approving, or providing any opinion to the Lessee regarding the documents or Lessee's financing decisions. Lessee is relying on its own review and legal counsel on all matters.
- 6. <u>District Legal Fees</u>. Lessee has agreed to reimburse the District for the cost of legal fees expended in the negotiation and drafting of documents related to this Amendment and related documents. District will provide an invoice and backup documentation of those fees to Lessee and Lessee shall remit those fees to the District within thirty (30) days of receipt of that invoice.
- 7. <u>Transfer of Leasehold Mortgage</u>. In the event that the Leasehold Mortgage is sold, assigned or otherwise transferred, the Leasehold Mortgagee to which it is transferred shall be bound by the terms of the Lease and this Amendment in the same manner as the original Leasehold Mortgagee.

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- 8. <u>Demolition Costs</u>. The total Demolition Costs expended by the District are Five Hundred Sixty Two Thousand Six Hundred Fifty-Two Dollars (\$562,652.00), which Lessee shall reimburse to the District as follows:
- (a) Within thirty (30) days of the Effective Date of this Amendment, Lessee shall pay the amount of One Hundred Twenty Five Thousand Dollars (\$125,000.00) to the District.
- (b) If Lessee realizes any savings ("Savings"), meaning the construction costs for Phase 1 incurred or to be incurred by Lessee or Assignee are lower than the Initial Financing received by Assignee for the construction of Phase 1, Lessee shall pay or cause Assignee to pay the amount of such Savings to the District within six months of the completion of Phase 1, defined as Lessee's occupancy of Phase 1.
- (c) In the event that the Savings on Phase 1, if any, are not sufficient to repay the Demolition Costs in full, commencing on October 18, 2013, and continuing on the eighteenth day of October of each year thereafter until the earlier of (i) October 18, 2020, and (ii) the date the Demolition Costs have been reimbursed in full with interest as provided below, in lieu of making the Annual Contribution required under Section 15(a) of the Lease, Lessee shall make a payment to the District in an amount equal to the lesser of (x) the Annual Contribution and (y) the unreimbursed Demolition Costs and accrued interest thereon.
- (d) On October 18, 2020, Lessee shall pay in full all remaining unreimbursed Demolition Costs and all accrued interest thereon. Lessee may prepay the unreimbursed Demolition Costs and interest accrued in whole or in part thereon at any time.
- (e) Interest shall accrue on unreimbursed Demolition Costs from the date of completion of Phase 1 at a rate equal to the Orange County investment pool interest rate until the Demolition Costs are reimbursed in full. All payments on account of Demolition Costs or interest accrued thereon shall be applied first to accrued interest and then to unreimbursed Demolition Costs.
- 9. <u>Extraordinary Repair Fund.</u> Notwithstanding the provisions of Section 15 of the Lease, commencing on October 18, 2013, and continuing on the eighteenth day of October of each year thereafter until the total amount deposited into the Extraordinary Repair Fund equals the Maximum Fund Amount, Lessee shall deposit into the Extraordinary Repair Fund the difference, if any, between (a) the Annual Contribution and (b) the amount paid to the District pursuant to Section 8(c) of this Amendment.
- 10. <u>Cooperation</u>. The Parties acknowledge that it may be necessary to execute documents other than those specifically referred to herein in order to complete the objectives and requirements that are set out in this Amendment. The Parties hereby agree to cooperate with each other by executing such other documents or taking such other actions as may be reasonably necessary to complete the objectives and requirements set forth herein in accordance with the intent of the Parties as evidenced in this Amendment.
- 11. <u>Effect of First Amendment</u>. Except as expressly set forth herein, the terms and provisions of the Lease shall remain in full force and effect.

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#### EXHIBIT C

(Description of the Project)

#### Phase 1:

As depicted on the attached Phase 1 Site Plan:

The demolition of the existing two-story building on the southern portion of the Site:

The construction of a new turf play field and concrete walk on the southern portion of the Site;

The construction of parking facilities along North Broadway;

The demolition of the existing residential structure on the southern portion of the Site; and

The construction of an approximately 19,000 square foot classroom "impact" building and new utility connections for the new structure on the southern portion of the Site;

The construction or installation of all related improvements reasonably necessary to complete the construction of the foregoing in a high quality manner, including landscaping.

#### Phase 2:

As depicted on the attached Phase 2 Site Plan:

The construction of an approximately 4,000 square foot stand-alone wellness center building and new utility connections for the new structure on the southern portion of the Site;

The construction of new faculty/staff parking accessed off of an alley on the northern portion of the Site;

The construction of new single-loaded L-shaped classroom "impact" building and new utility connections for the new structure on the northern portion of the Site;

The construction of new turf play field on the northern portion of the Site;

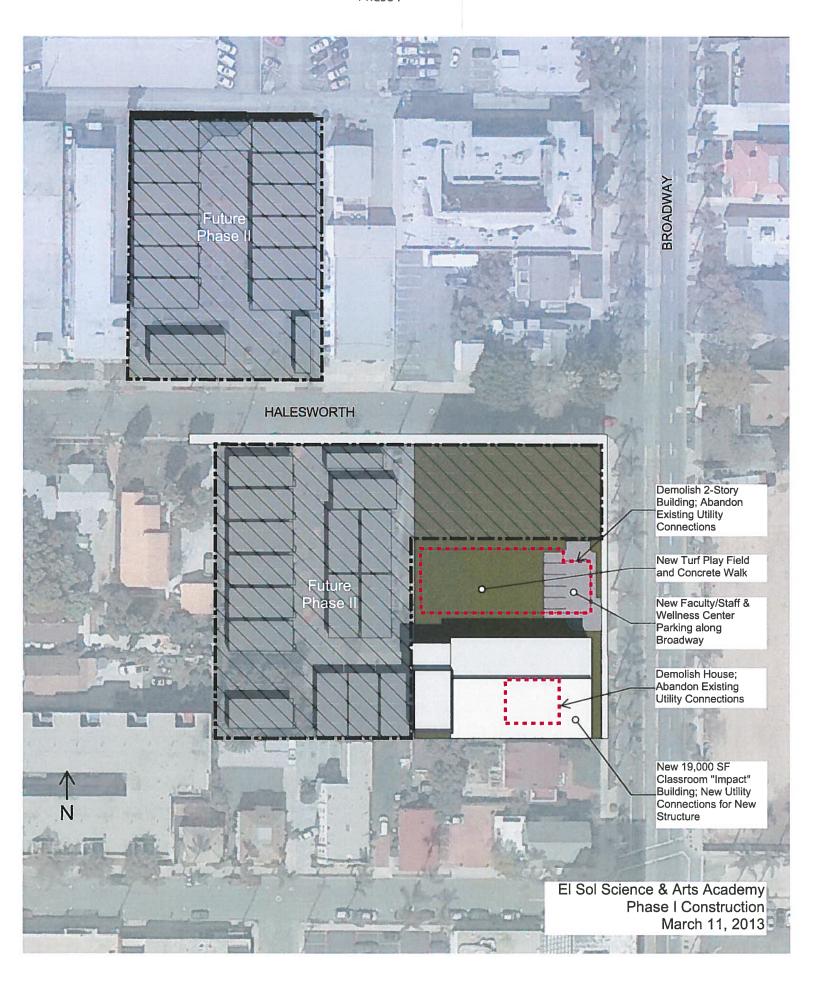
The construction of new student crosswalk linking southern and northern portions of the Site;

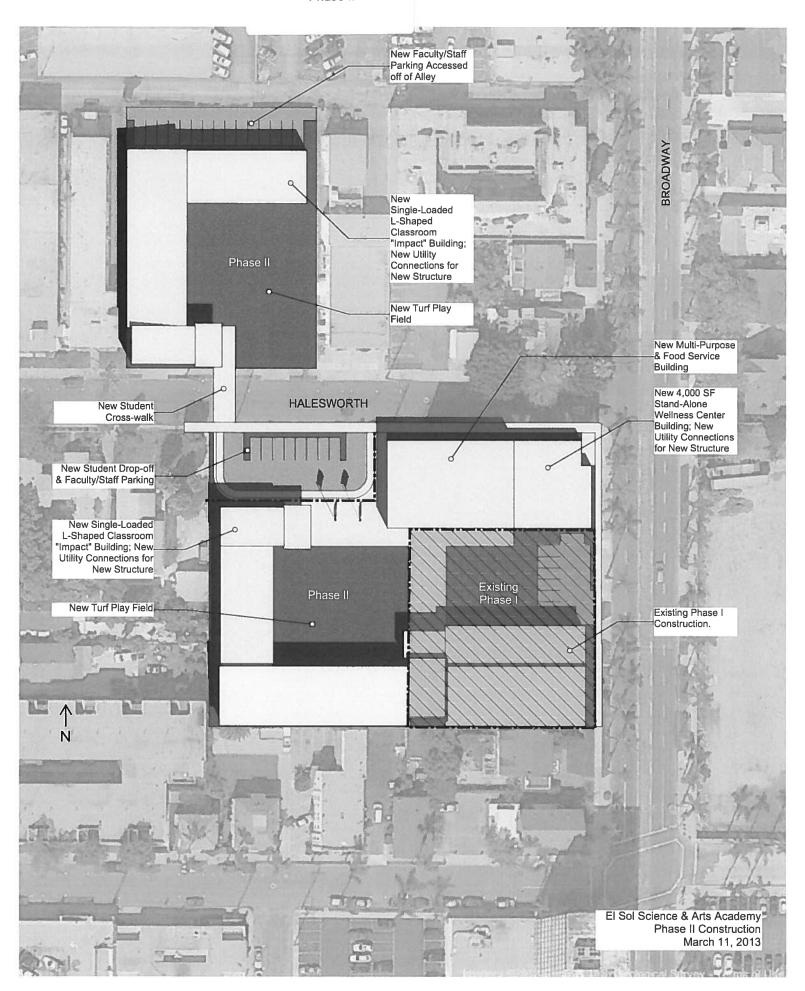
The construction of a new student drop-off and faculty/staff parking along Halesworth Street;

The construction of a new multi-purpose and food service building on the southern portion of the Site; and

The construction of new single-loaded L-shaped classroom "impact" building and new utility connections for the new structure on the southern portion of the Site.

The construction or installation of all related improvements reasonably necessary to complete the construction of the foregoing in a high quality manner, including landscaping.





## ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "Assignment") is dated as of March \_\_, 2013, by and between EL SOL SCIENCE & ARTS ACADEMY OF SANTA ANA, a California nonprofit public benefit corporation ("Assignor") and SAEF 1010 NORTH BROADWAY LLC, a California limited liability company ("Assignee").

#### WITNESSETH:

WHEREAS, Assignor is the Lessee under that certain Ground Lease (as amended, the "Lease") dated as of October 18, 2011, by and between the Santa Ana Unified School District, a public school district organized and existing under the laws of the State of California ("District"), as lessor, and Assignor, as lessee, as amended by the First Amendment to Ground Lease dated as of March \_\_\_, 2013. Capitalized terms used in this Assignment that are not otherwise defined shall have the meaning set forth in the Lease.

WHEREAS, Assignor desires to assign, transfer and convey Assignor's entire estate, right, title, interest and obligations under the Lease to Assignee, and Assignee desires to acquire and assume all Assignor's entire estate, right, title, interest and obligations under the Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

#### **AGREEMENT**

- 1. Assignor hereby assigns, transfers and conveys Assignor's entire estate, right, title, interest and obligations under the Lease to Assignee.
- 2. Assignee hereby agrees to be expressly bound by the terms of the Lease and to assume all obligations of Assignor under the Lease.
- 3. Assignor hereby affirms and acknowledges that (a) the Lease is in full force and effect in accordance with its terms, (b) there is no default under the terms of the Lease, and (c) the Lease constitutes the valid and binding obligation of Assignor.
- 4. This Assignment shall apply to and bind the parties hereto and their respective successors and assigns.

[signatures on following page]

ASSIC	SNOR:
	L SCIENCE & ARTS ACADEMY OF SANTA ANA fornia nonprofit public benefit corporation
Ву:	
	Monique Daviss, Executive Director
ASSIC	SNEE:
	1010 NORTH BROADWAY LLC, fornia limited liability company
Ву:	Santa Ana Education Facilities, a California nonprofit public benefit corporation
	By:  Marshall Kaplan, President
	171415Hull Ixupiuli, i looluolit

## **CONSENT OF DISTRICT**

The Consent is made with reference to the foregoing Assumption and Assignment of Lease. Capitalized terms used in this Consent shall have the meanings set forth in the Assumption and Assignment of Lease.

- 1. The District consents to Assignor's assignment of the Lease to Assignee and Assignee's assumption of the Lease as stated above, provided that Assignee's use and occupancy of the Site itself shall be limited to the construction of the Project or portions thereof and the subleasing of the Site to Assignor or to a Permitted Operator as a successor subtenant. In the event Assignee fails to fulfill any obligations under the Lease, District shall look to Assignor, who shall remain responsible for such obligations.
- 2. The District agrees that Assignee shall be deemed in compliance with the covenants in the Lease so long as such covenants are met by Assignee, by Assignor, as a subtenant, or by a Permitted Operator, as a successor subtenant. The District consents to the sublease of the Site to Assignor substantially on the terms set forth in the attached Sublease Agreement. The District agrees that, from time to time, Assignee and Assignor may amend the Sublease Agreement to extend the term of the sublease, to increase or decrease the sublease rent and to provide for Assignee's construction of additional portions of the Project.
- 3. The District consents to Assignor's sub-subletting of approximately 4,000 square feet of building space to Share Our Selves Corporation, a California nonprofit public benefit corporation, for the operation of a clinic and wellness center.

#### DISTRICT:

_	blic school district organized and existing aws of the State of California	g under
By: _		
	Joe Dixon, Assistant Superintendent Facilities & Governmental Relations	
By:		
•	Stefanie P. Phillips, Ed., CBO Deputy Superintendent	

SANTA ANA UNIFIED SCHOOL DISTRICT,

# EXHIBIT A FORM OF SUBLEASE AGREEMENT

## SUBLEASE AGREEMENT

by and between

## SAEF 1010 NORTH BROADWAY LLC,

a California limited liability company

as Landlord

and

# EL SOL SCIENCE & ARTS ACADEMY OF SANTA ANA,

a California nonprofit public benefit corporation

as Sublessee

dated as of March \_\_\_, 2013

for the use and occupation of certain premises by

## EL SOL SANTA ANA SCIENCE AND ARTS ACADEMY,

a California public charter school

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#### SUBLEASE AGREEMENT

This Sublease Agreement ("Sublease"), dated for reference purposes only March \_\_\_, 2013, is made by and between SAEF 1010 NORTH BROADWAY LLC, a California limited liability company ("Landlord"), and EL SOL SCIENCE & ARTS ACADEMY OF SANTA ANA, a California nonprofit public benefit corporation (the "Tenant," and together with Landlord, collectively the "Parties," or individually a "Party"). Tenant is entering into this Sublease to provide for the use and occupation of the Premises (as defined below) by EL SOL SCIENCE AND ARTS ACADEMY (the "School"), a California public charter school operated by Lessee.

#### **RECITALS:**

- A. The Santa Ana Unified School District, a public school district organized and existing under the laws of the State of California (the "District"), as lessor, and Tenant, as lessee, are parties to that certain Ground Lease (as amended, the "Ground Lease") dated as of October 18, 2011, as amended by the First Amendment to Ground Lease dated as of March \_\_\_, 2013, relating to the real property commonly referred to as 1010 N. Broadway and 325 and 329 Halesworth Street, Santa Ana, California 92701. A copy of the Ground Lease is attached hereto as Exhibit B. Capitalized terms used in this Sublease that are not otherwise defined shall have the meanings set forth in the Ground Lease.
- B. Pursuant to that certain Assignment and Assumption of Lease dated as of the date hereof by and between Tenant, as assignor, and Landlord, as assignee, Tenant has assigned its entire estate, right, title, interest and obligations under the Ground Lease to Landlord.
- C. Landlord and Tenant desire to provide for the subletting of the Premises to Tenant.

NOW THEREFORE, Landlord and Tenant hereby agree as follows:

**1. Sublease.** Landlord hereby subleases the Premises described below to Tenant for the Term and subject to covenants, conditions and restrictions described below.

#### 1.1 Sublease.

- (a) This Sublease is and shall be at all times subject and subordinate to the Ground Lease.
- (b) The terms, conditions and respective obligations of Landlord and Tenant to each other under this Sublease shall be the terms and conditions of the Ground Lease except for those provisions of the Ground Lease which are directly contradicted by this Sublease, in which event, as between Landlord and Tenant, the terms of this Sublease shall control over the Ground Lease. Therefore, for the purposes of this Sublease, wherever in the Ground Lease the word "District" is used it shall be deemed to mean the Landlord herein and wherever in the Ground Lease the word "Lessee" is used it shall be deemed to mean the Tenant herein. During the term of this Sublease and for all periods subsequent for obligations which have arisen prior to the termination of this Sublease, Tenant does hereby expressly assume and agree to perform and

comply with, for the benefit of Landlord and the District, each and every obligation of the Lessee under the Ground Lease, including all obligations to maintain insurance, other than the obligations to design, develop, finance and construct Phase 1 of the Project. The obligations that Tenant has assumed under this paragraph are hereinafter referred to as the "Tenant's Assumed Obligations." Tenant shall hold Landlord free and harmless from all liability, judgments, costs, damages, claims or demands, including reasonable attorney's fees, arising out of Tenant's failure to comply with or perform Tenant's Assumed Obligations.

- (c) Landlord agrees to maintain the Ground Lease in effect during the entire term of this Sublease.
- (d) Landlord represents to Tenant that Landlord has obtained the District's consent to this Sublease, that the Ground Lease is in full force and effect, and that no default exists on the part of Landlord, or to Landlord's knowledge, the District under the Ground Lease.
- 1.2 **Premises.** That certain real property, together with all improvements thereon, described in Exhibit A attached hereto, commonly known as 1010 N. Broadway and 325 and 329 Halesworth Street, Santa Ana, California 92701 (the "**Premises**").
- 1.3 **Term.** The term of this Sublease ("**Term**") shall commence on the date hereof (the "**Commencement Date**") and will end on June 30, 20\_\_ ("**Expiration Date**"). Tenant has no right under Section 12(f) of the Ground Lease to terminate this Sublease.

## 1.4 **Extension Option.** None.

1.5 **Base Rent.** During the period of the Term commencing on the earlier of (i) September 1, 2013, and (ii) the date the Improvements described in Section 2.2 have been completed (the "Completion Date"), the "Base Rent" payable shall be  $1/12^{th}$  of the Annual Base Rent amounts set forth on Schedule 1 to this Sublease. Base Rent is payable in advance every month by no later than the first day of that month. If the first or last period for which Base Rent is due is not a full month, then such Base Rent shall be prorated based on the number of days in that period over the number of days in that month.

## (b) Not applicable.

- (c) In the event of the refinancing or satisfaction of Note A and Note B (as each is defined in the QALICB Loan Agreement) on the Maturity Date (as defined in such Note A and Note B), the Base Rent will be adjusted upward or downward by the amounts of any resulting increases or decreases in the Landlord's regular monthly debt service, provided that the Base Rent shall not be increased by an amount that causes the total Rent payable under this Sublease to exceed the fair market rent of comparable space (including square footage, location and quality of the Premises) (the "Fair Market Rent"). Landlord shall promptly give Tenant notice in writing of any adjustment to Base Rent made pursuant to this Section 1.4(c).
- (d) If the Tenant contends that an adjustment to Base Rent made pursuant to Section 1.4(c) causes the total Rent payable under this Sublease to exceed Fair Market Rent, the adjusted Base Rent shall be determined as follows.

- (i) Within thirty (30) days after the Tenant receives written notice of the adjustment to Base Rent, Tenant shall notify Landlord in writing that Tenant contends that the adjustment to Base Rent causes the total Rent payable under this Sublease to exceed Fair Market Rent. Within thirty (30) days after the receipt of such notice, Landlord shall notify Tenant in writing in writing as to Landlord's determination, in Landlord's good faith judgment, of the Fair Market Rent together with reasonable back-up material supporting Tenant's determination. Tenant shall have twenty (20) days from receipt of Landlord's determination of the Fair Market Rent accept or reject Landlord's determination.
- (ii) If Tenant timely objects to Landlord's determination of Fair Market Rent, Landlord and Tenant shall diligently attempt in good faith to agree on the Fair Market Rent within ten (10) days of Tenant's notice of objection ("Outside Agreement Date"). If Landlord and Tenant fail to reach agreement by the Outside Agreement Date, each shall make a separate determination of the Fair Market Rent within five (5) days of the Outside Agreement Date. Such determination shall then be submitted to arbitration in accordance with (iii) below.
- (iii) Within fifteen (15) days of the Outside Agreement Date, Landlord and Tenant shall each appoint an arbitrator and give notice to the other party of such arbitrator's name and business address. The arbitrator must be a licensed real estate broker or appraiser who has been active in the leasing or appraising of commercial properties in the downtown Santa Ana area for at least five (5) years. If each party appoints an arbitrator, the two appointed arbitrators shall, within ten (10) days after the appointment of the second arbitrator, agree on and appoint a third similarly qualified arbitrator and promptly provide notice to Landlord and Tenant of such arbitrator's name and business address. Within thirty (30) days after the appointment of the third arbitrator, the three (3) arbitrators shall decide whether the Parties will use Landlord's or Tenant's submitted Fair Market Rent and shall promptly notify the Landlord and Tenant of their decision. The decision of the majority of the three (3) arbitrators shall be binding on Landlord and Tenant.
- (iv) Until the Fair Market Rent has been agreed upon, the adjusted Base Rent shall be the adjusted Base Rent as initially notified to Tenant by Landlord. In the event the adjustment to Base Rent causes the total Rent payable under this Sublease to exceed Fair Market Rent, the adjustment to Base Rent shall be reduced by the amount of such excess effective as of the date of the adjustment, and Landlord shall promptly credit or pay Tenant for any such excess previously paid by Tenant. Otherwise, the Base Rent shall remain the adjusted Base Rent as initially notified to Tenant by Landlord.
- 1.6 Ancillary Agreements. Concurrently with the execution of this Sublease, Tenant will execute or enter into the following ancillary documents and agreements for the benefit of the Lender described in Section 6.1(b):
- (a) Subordination and Attornment Agreement dated as of the date hereof among Lender, Landlord and Tenant (the "Subordination and Attornment Agreement").

#### 2. Premises.

2.1 **Condition of Premises.** Tenant acknowledges that Tenant currently is in possession of the Premises and that the Premises are in good condition. Subject to the following terms of this section 2.1, Tenant accepts the Premises in its current "as is" condition.

Tenant acknowledges that Landlord will demolish an existing building on the Premises and construct Phase 1 of the Project (the "Improvements") pursuant to the terms of the QALICB Loan Agreement described in Section 6.1 and the Ground Lease. Tenant acknowledges and agrees that Tenant will not have use or occupancy of the portion of the Premises upon which the Improvements will be constructed or of any adjacent construction staging area from the commencement of demolition and construction until completion of the Improvements, and Tenant agrees to cooperate with Landlord and Landlord's contractors and subcontractors in facilitating the construction of the Improvements. For all purposes of this Sublease, the Improvements shall be deemed to be completed upon the issuance of a certificate of occupancy by the City of Santa Ana or the Division of the State Architect, or such other equivalent certificate as permits the Tenant to use the Improvements, provided that notwithstanding the issuance of such permits, Landlord shall cause any remaining "punch-list" items to be promptly completed at no cost to the Tenant. Tenant hereby acknowledges and agrees to accept the Improvements in their "as is" condition on the Completion Date. All references in this Sublease to the "Premises" shall be deemed to include the Improvements.

- 2.2 **Compliance.** If the applicable building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("**Applicable Requirements**") require, during the Term, the construction of an addition to or an alteration of the Premises or any portion of the buildings on the Premises (the "**Buildings**"), the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Premises and/or the Buildings, the Tenant hereby agrees to undertake and complete such construction, alteration, remediation, reinforcement or other modification (each, a "**Capital Expenditure**"), and the costs therefor shall be incurred solely by Tenant.
- 2.3 **Acknowledgements.** Tenant acknowledges that its acceptance of the Improvements on the Completion Date shall be conclusive evidence that it has made all investigations and inspections as it deems necessary with respect to the suitability of the Improvements as it relates to Tenant's occupancy thereof and the compliance of the Improvements with Applicable Requirements as of the Completion Date.

#### 3. Term.

The Commencement Date, Expiration Date and Term of this Sublease are as specified in Sections 1.2 and 1.3.

#### 4. Rent and Expenses.

4.1 **Rent Defined.** Subject to the terms of Section 4.7 below, Base Rent, Expenses (as defined below), Additional Rent (as defined below) and all other monetary obligations of Tenant to Landlord or to third parties arising under the terms of this Sublease are deemed to be rent ("**Rent**").

4.2 **Expenses.** Tenant shall be responsible for all Expenses allocable to the Premises, which Tenant shall pay within thirty (30) days after receiving a statement from Landlord itemizing (with reasonable description) all charges included thereon, reimbursing Landlord therefor.

"Expenses" shall mean all costs and expenses of the ownership, operation, maintenance, repair or replacement, and insurance of the Premises, as determined by standard accounting practices, including, by way of illustration only, and not by way of limitation, to the extent they apply to the Premises:

- (i) Gross receipts taxes, whether assessed against the Landlord or assessed against the Tenant and collected by the Landlord;
- (ii) Water, sewage, and waste or refuse removal charges;
- (iii) Gas, electricity, telephone and other utilities;
- (iv) Reasonable costs incurred in the day-to-day management (if any), including the cost of management personnel;
- (v) Air conditioning & heating;
- (vi) Elevator maintenance (if any);
- (vii) Supplies, materials, labor, equipment, and utilities used in or related to the operation and maintenance of the Premises;
- (viii) All maintenance, replacement and repair costs including, without limitation, janitorial, cleaning and repair services relating to the Premises and all improvements thereon, including, without limitation, air conditioning systems, landscaping, service areas, building exteriors (including painting), signs and directories, repairing and replacing roofs, walls, janitorial (if any is supplied), capital improvements and upgrades, and cost of compliance with applicable laws;
- (ix) Capital improvements made to the Premises (whether funded in full or amortized with reasonable financing charges) which may be required by any government authority or which will improve the operating efficiency of the Premises;
- (x) Real Property Taxes (as defined in Section 10.1);
- (xi) Any other costs or expenses incurred by Landlord under this Sublease and not otherwise reimbursed by Tenant. Expenses shall not include the costs of development, financing and construction of the Improvements or depreciation on the buildings of which the Premises are a part;
- (xii) Insurance premiums for such policies obtained pursuant to Section 8.2 hereof and 8.1, if applicable, and any other insurance Landlord is required to maintain pursuant to the QALICB Loan (as defined in Section 6.1(b));

- (xiii) Any costs incurred by Landlord pursuant to Section 2.2 or Section 9.3 hereof; and
- (xiv) Any rent payable by Landlord pursuant to any parking space lease or any similar agreement entered into by Landlord during the Term which provides for parking spaces for the Premises (with Tenant's share thereof being based on the number of parking spaces actually allotted to Tenant).
- 4.3 **Additional Rent.** In addition to Base Rent and Expenses, Tenant shall be responsible for the payment of Additional Rent. Additional Rent shall be paid to Landlord on demand or, if such Additional Rent is ongoing and can be calculated on a periodic basis, on a monthly basis pursuant to a written schedule from time to time delivered by Landlord.

## "Additional Rent" shall include but not be limited to the following:

- (i) Amounts necessary to pay, or to reimburse the Landlord for, any fees, expenses, taxes or assessments that it pays under the terms of the QALICB Loan Agreement to or on behalf of the Lender;
- (ii) Amounts necessary to pay, or to reimburse the Landlord for any payments it makes with respect to, the reasonable fees and expenses of such employees, agents, accountants, consultants, attorneys and other experts as may be engaged by Landlord to prepare such audits, financial statements, reports, opinions, or provide such other services, as may be required under the QALICB Loan Agreement;
- (iii) Amounts required to be paid by the Landlord in connection with any and all indemnities it gives under the QALICB Loan Agreement;
- (iv) Amounts necessary to pay, or to reimburse the Landlord for payments it makes with respect to, Landlord's reasonable general operating expenses, including Landlord's payment of Landlord's share of the reasonable general operating expenses of Landlord's sole member; and
- (v) Costs and expenses incurred by Landlord in connection with any refinance of the Landlord's debt.
- 4.4 **Payment.** Tenant shall cause all Rent payable to Landlord under this Sublease to be received by Landlord in lawful money of the United States on or before the day on which it is due, without offset or deduction. Rent for any period during the Term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent due to Landlord shall be made to Landlord at its address stated herein or to such other persons or place as Landlord may from time to time designate in writing.
- 4.5 **Budgeting Rent.** The Tenant covenants to take such action as may be necessary to include all such payments of Rent due hereunder in its annual budgets, to make, as necessary, annual appropriations for all such payments and to take such action annually as shall be required to provide funds in such year for such payments of Rent.

- 4.6 **Accounting.** If the Landlord so requests in writing, Tenant agrees to provide Landlord with an annual, or more frequent, accounting of the Expenses paid for the current calendar year.
- 4.7 **Disputes.** If Tenant disputes the amount of Expenses due hereunder, Tenant shall have the right, after payment to Landlord of the amount in dispute, and after reasonable notice and at reasonable times, to inspect Landlord's accounting records relating to Expenses at Landlord's accounting office (the "Expense Accounting"). If, after such inspection Tenant still disputes the amount of additional rent owed, a certification as to the proper amount shall be made by Landlord's accountant, which certification shall be deemed to be final and conclusive. Tenant agrees to pay the cost of such certification unless it is determined that Landlord's original statement overstated Expenses by more than five percent (5%) in which case Landlord shall pay the costs of such certification. Tenant's right to dispute the amount of Expenses shall continue for a period of ninety (90) days following Landlord's delivery of the Expense Accounting, after which the Expense Accounting shall be conclusively presumed to be accurate and binding on the Parties.

#### 5. **Intentionally Omitted.**

#### 6. **Use.**

#### 6.1 Use.

- (a) Tenant shall use and occupy the Premises only for office and classroom space and for other uses necessary to operate the School (the "Agreed Use") and for no other purpose, provided that, with Landlord's written consent not to be unreasonably withheld or delayed, Tenant may sub-sublease on reasonable terms up to approximately 4,000 square feet of building space to Share Our Selves Corporation, a California nonprofit public benefit corporation, for the operation of a clinic and wellness center. Tenant shall not engage in an Excluded Business (as defined in the QALICB Loan Agreement, as defined below) and shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or causes damage to neighboring property or properties. Tenant shall be the primary user of the Premises and the principal business activity of Tenant shall not be rental to others of real property.
- (b) Tenant has been provided and has reviewed copies of all QALICB Loan Documents, including, without limitation, the QALICB Loan Agreement, the QALICB Notes, the QALICB Deed of Trust and the QALICB Assignment of Leases (each as defined below). Tenant shall comply with and perform all such obligations which may be required of Tenant in order to permit the Landlord to comply with the QALICB Loan Agreement, including, without limitation, Article VI thereof. Tenant acknowledges that no amendment or modification of this Sublease will be effective without the prior written consent of Lender described below. Tenant shall provide Landlord and upon written request the Lender (i) with all information required to comply with all reporting requirements of the QALICB Loan Documents applicable to Tenant, (ii) all such documentation as Landlord may be obligated to cause Tenant to provide under the terms of, and in accordance with the time requirements of the QALICB Loan Agreement and (iii) such other information as may be reasonably requested by Landlord or Lender. For the purposes

of this Sublease, the QALICB Loan Documents shall include those certain documents executed to evidence the certain loan (the "QALICB Loan") in the amount of [\$7,250,239] made by ExED Facilities XI, LLC (the "Lender") to Landlord as borrower, including without limitation that certain Loan and Security Agreement (the "QALICB Loan Agreement") between Landlord as borrower and Lender, the Promissory Notes (referred to as Note A, Note B and Note C in the QALICB Loan Agreement) made by Landlord in favor of Lender (collectively the "QALICB Notes"), the Construction Leasehold Deed of Trust, Security Agreement, and Fixture Filing dated on or about the date hereof made by Landlord as Trustor in favor of Lender as Beneficiary (the "QALICB Deed of Trust"), the Assignment of Leases and Rents dated on or about the date hereof made by Landlord in favor of Lender (the "QALICB Assignment of Leases"), and any other documents executed by Landlord relating to the QALICB Loan. Any loan that is subsequent to (and/or a refinancing of all or part of) the QALICB Loan is referred to as a "Subsequent Loan." Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the QALICB Loan Documents. Any loan which is secured by the Premises, if not repaid by the proceeds of the Subsequent Loan, and any Subsequent Loan, as the same may be amended, supplemented, modified, restructured or replaced are referred to collectively as a "Loan."

#### 6.2 **Hazardous Substances.**

Reportable Uses Require Consent. The term "Hazardous Substance" as used in this Sublease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Landlord, Lender or Tenant to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Tenant shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Landlord and timely compliance (at Tenant's expense) with all Applicable Requirements. "Reportable Use" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirement requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing or anything herein to the contrary, Tenant may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Landlord, Lender or Tenant to any liability therefor. In addition, Landlord may condition its consent to any Reportable Use upon receiving such additional assurances as Landlord reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Sublease expiration or termination) of protective modifications (such as concrete encasements).

- (b) **Duty to Inform Landlord**. If Tenant knows, or has reasonable cause to believe, that a Hazardous Substance 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 it has concerning the presence of such Hazardous Substance.
- Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Tenant's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Tenant, or pertaining to or involving any Hazardous Substance brought onto the Premises during the Term of this Sublease, by or for Tenant, or any third party.
- (d) **Tenant Indemnification**. Tenant shall indemnify, defend and hold Landlord, its managing member, and the agents, employees, officers, and directors of either of them harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Tenant (provided, however, that Tenant shall have no liability under this Sublease with respect to underground migration of any Hazardous Substance under the Premises from adjacent properties not caused or contributed to by Tenant). No termination, cancellation or release agreement entered into by Landlord and Tenant shall release Tenant from its obligations under this Sublease with respect to Hazardous Substances, unless specifically so agreed by Landlord in writing at the time of such agreement.
- (e) **Hazardous Substance Condition Remediation**. If Tenant becomes aware of a Hazardous Substance Condition occurring during the Term of this Sublease, then Tenant shall notify Landlord and Landlord shall make the investigation and remediation thereof required by the Applicable Requirements, the costs relating thereto constituting an Expense for which Tenant is responsible and this Sublease shall continue in full force and effect, but subject to Landlord's rights under Section 6.2(d). "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance as defined in Section 6.2(a), in, on, or under the Premises which requires repair, remediation, or restoration.
- 6.3 **Tenant's Compliance with Applicable Requirements.** Except as otherwise provided in this Sublease, Tenant shall, at Tenant's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Landlord's engineers and/or consultants which relate in any manner to the Applicable Requirements, without regard to whether such Applicable Requirements are now in effect or become effective after the Commencement Date. Tenant shall, within ten (10) days after receipt of Landlord's written

request, provide Landlord with copies of all permits and other documents, and other information evidencing Tenant's compliance with any Applicable Requirements specified by Landlord, and shall immediately upon receipt, notify Landlord in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Tenant or the Premises to comply with any Applicable Requirements.

## 7. Maintenance; Repairs.

- 7.1 Tenant's Obligations. Subject to the provisions of Section 7.2 (Landlord Obligations), Tenant shall, at Tenant's sole expense, keep the interior, exterior and structural elements of the Premises in good order, condition and repair. To comply with its obligations hereunder, Tenant shall keep the exterior, structural and major utility components of the Premises in good order, condition and repair, including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, walls (interior and exterior), ceilings, floors, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on, or adjacent to the Premises. Tenant's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair. Subject to the provisions of Sections 9 (Damage or Destruction) and 13 (Condemnation), it is intended by the Parties that Landlord have no obligation, in any manner whatsoever, to repair and maintain the Premises, or the equipment therein, all of which obligations are intended to be that of the Tenant. It is the intention of the Parties that the terms of this Sublease govern the respective obligations of the Parties as to maintenance and repair of the Premises, and they expressly waive the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the term so of this Sublease.
- 7.2 **Landlord's Obligations.** Subject to the provisions of Sections 2.2 (Condition), 9 (Damage or Destruction), and 13 (Condemnation), Landlord shall have no obligation to repair or maintain the Premises. If and to the extent Landlord incurs any obligation for which Tenant is liable under Section 7.1, the costs relating thereto shall be deemed an "**Expense**" hereunder which Tenant shall pay.

## 7.3 Utility Installations; Trade Fixtures; Alterations.

(a) **Definitions**. The term "**Utility Installations**" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "**Trade Fixtures**" shall mean Tenant's machinery and equipment that can be removed without doing material damage to the Premises. The term "**Alterations**" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "**Tenant Owned Alterations and/or Utility Installations**" are defined as Alterations and/or Utility Installations made by Tenant that are not yet owned by Landlord pursuant to Section 7.4(a).

- **Consent.** Tenant shall not make any Alterations or Utility Installations to the Premises without Landlord's prior written consent, except as provided herein. Tenant may make non-structural Alterations or Utility Installations and may make structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Landlord, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, and will not affect the electrical, plumbing, HVAC, and/or life safety systems. Notwithstanding the foregoing, Tenant shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Landlord. Any Alterations or Utility Installations that Tenant shall desire to make and which require the consent of the Landlord shall be presented to Landlord in written form with detailed plans. Consent shall be deemed conditioned upon Tenant's: (i) acquiring all applicable governmental permits, (ii) furnishing Landlord with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Tenant shall promptly upon completion furnish Landlord with as-built plans and specifications.
- (c) Liens; Bonds. Tenant shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Tenant at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Tenant shall give Landlord not less than ten (10) days notice prior to the commencement of any work in, on or about the Premises, and Landlord shall have the right to post notices of non-responsibility. If Tenant shall contest the validity of any such lien, claim or demand, then Tenant shall, at its sole expense defend and protect itself, Landlord and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof.

## 7.4 Ownership; Removal; Surrender; and Restoration.

- (a) **Ownership**. All Alterations and Utility Installations made by Tenant shall be the property of Tenant. All Tenant Owned Alterations and Utility Installations shall, at the expiration or termination of this Sublease, at the option of the Landlord, (i) be removed by the Tenant or (ii) become the property of Landlord and be surrendered by Tenant with the Premises.
- Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Tenant shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, furnishings, and equipment as well as the removal of any storage tank installed by or for Tenant. Tenant shall completely remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Tenant (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises), even if such removal would require Tenant to perform or pay for work that exceeds statutory requirements. Trade Fixtures shall remain the property of Tenant and shall be removed by Tenant. Any personal property of Tenant

not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Tenant and may be disposed of or retained by Landlord as Landlord may desire. The failure by Tenant to timely vacate the Premises pursuant to this Section 7.4(b) without the express written consent of Landlord shall constitute a holdover under the provisions of Section 23 below.

## 8. **Insurance**; **Indemnity**.

- 8.1 **Liability.** Tenant shall keep in force such liability insurance policies and in such amounts as are set forth in Exhibit C attached hereto. The premium for such insurance shall be deemed an "Expense" hereunder.
- 8.2 **Property.** Tenant shall obtain and keep in force a policy or policies of property insurance in the name, and for the benefit, of Landlord, with loss payable to Landlord and to any lender insuring loss or damage to the Premises. The amount of such insurance shall be as set forth in Exhibit C attached hereto. The premium for such insurance shall be deemed an "Expense" hereunder.
- 8.3 **Rental Interruption.** Tenant shall also obtain and keep in force, for the benefit of the Landlord, rental interruption insurance insuring Landlord for the amounts of Base Rent arising from an interruption of the payment of the Base Rent otherwise payable by Landlord hereunder, as set forth in Exhibit C attached hereto. The premium for such insurance shall be deemed an "Expense" hereunder.
- 8.4 **Waiver of Subrogation.** Without affecting any other rights or remedies, Tenant and Landlord each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Landlord or Tenant, as the case may be, so long as the insurance is not invalidated thereby.
- 8.5 **Indemnity.** Except for Landlord's negligence or willful misconduct, Tenant shall indemnify, protect, defend and hold harmless the Premises, Landlord and its agents, partners, members, directors, officers and lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Tenant. If any action or proceeding is brought against Landlord by reason of any of the foregoing matters, Tenant shall upon notice defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord and Landlord shall cooperate with Tenant in such defense. Landlord need not have first paid any such claim in order to be defended or indemnified.
- 8.6 **Exemption of Landlord from Liability.** Landlord shall not be liable for injury or damage to the person or goods, wares, merchandise or other property of Tenant, Tenant's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or

rain, or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or from other sources or places.

QALICB Loan Agreement. The foregoing notwithstanding, for so long as the QALICB Loan is outstanding, Tenant shall be deemed to meet its insurance obligations as set forth in this Section 8 if it carries, and it hereby agrees to carry, the insurance required under the terms of the QALICB Loan Agreement, as such requirements may change from time to time as provided in the QALICB Loan Agreement and the Lease. For so long as the Loan is outstanding, Tenant shall cause ExED Facilities XI, LLC, to be named as mortgagee and loss payee on Tenant's property insurance policies, and Tenant shall cause ExED 11 Investment Fund, LLC, Excellent Education Development, NCB Capital Impact, Local Initiatives Support Corporation, U.S. Bancorp Community Development Corporation, and any and all subsidiaries as their interests may appear to be named as additional insureds on Tenant's liability policies.

## 9. **Damage or Destruction.**

#### 9.1 Definitions.

- (a) "**Damage**" shall mean damage or destruction to the improvements on the Premises.
- (b) "Insured Loss" shall mean Damage which was caused by an event required to be covered by the insurance described in Section 8.2, irrespective of any deductible amounts or coverage limits involved.
- (c) "Replacement Cost" shall mean the cost to repair or rebuild the improvements owned by Landlord at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.
- 9.2 **Damage Insured Loss.** Subject to the terms of the QALICB Loan Agreement and the Ground Lease, Landlord shall be entitled to any and all insurance proceeds that are available as a result of the Damage. If Damage that is an Insured Loss occurs, then Tenant shall be entitled to use the insurance proceeds that are actually collected as a result of the Damage to repair the Damage as soon as reasonably possible and this Sublease shall continue in full force and effect. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to affect such repair, Tenant shall promptly contribute the shortage in proceeds as and when required to complete said repairs.
- 9.3 **Damage Uninsured Loss.** If Damage that is not an Insured Loss occurs, (i) Tenant may repair such damage as soon as reasonably possible at Tenant's expense, in which event this Sublease shall continue in full force and effect, or (ii) Landlord may terminate this Sublease by providing written notice to Tenant within thirty (30) days after receipt by Landlord of knowledge of the occurrence of such Damage.

9.4 **Waive Statutes.** Landlord and Tenant agree that the terms of this Sublease shall govern the effect of any damage to or destruction of the Premises with respect to the termination of this Sublease and hereby waive the provisions of any present or future statute to the extent inconsistent herewith.

## 10. Real Property Taxes.

- 10.1 **Definition.** As used herein, the term "**Real Property Taxes**" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Landlord in the Premises, Landlord's right to other income therefrom; and/or Landlord's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the address of the Premises and where the proceeds so generated are to be applied by the city, county or other local taxing authority of a jurisdiction within which the Premises is located. Real Property Taxes shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the Term of this Sublease, including but not limited to, a change in the ownership of the Premises, and (ii) levied or assessed on machinery or equipment provided by Landlord to Tenant pursuant to this Sublease.
- 10.2 **Payment of Taxes.** Tenant shall timely file for exemption against any Real Property Taxes and shall maintain such exemption during the Term. In any event, Tenant shall pay, before the same become past due, the Real Property Taxes applicable to the Premises during the Term to the extent any such Real Property Taxes are charged, levied, assessed or imposed.
- 10.3 **Personal Property Taxes.** Tenant shall timely file for exemption against any taxes on Tenant Owned Alterations, Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Tenant and shall maintain such exemption during the Term. Tenant shall pay, prior to delinquency, all such taxes to the extent they are charged, levied, assessed or imposed after an exemption for such taxes is filed as required hereunder.

#### 11. Assignment and Subletting.

- 11.1 **By Tenant.** Tenant shall not sublease, assign, mortgage, pledge, hypothecate or encumber this Sublease or any of Tenant's interest hereunder without the prior written consent of Landlord (which shall not be unreasonably withheld). Tenant acknowledges that, pursuant to the Ground Lease, Landlord is required to obtain the District's approval to a sublease, assignment or other transfer of Tenant's interest in the Sublease and that Landlord's disapproval shall be deemed reasonable if based on the District's disapproval. Tenant acknowledges that, pursuant to the QALICB Loan Agreement, Landlord also is required to obtain Lender's approval to a sublease, assignment or other transfer of Tenant's interest in the Sublease and that Landlord's disapproval shall be deemed reasonable if based on Lender's disapproval.
- 11.2 **By Landlord.** Tenant acknowledges that the Premises are subject to the QALICB Deed of Trust and the QALICB Assignment of Leases and that this Sublease is assigned to the Lenders as security for the QALICB Loan. Tenant further acknowledges that, following the pay-off of the QALICB Loan, the Premises may be made subject to a subsequent

deed of trust in favor of another lender, which subsequent deed of trust will at the request of the subsequent lender, be made senior to this Sublease.

#### 12. Default; Breach; Remedies.

- 12.1 **Default; Breach.** A "**Default**" is defined as a failure by the Tenant to comply with or perform any of the terms, covenants or conditions under this Sublease. A "**Breach**" is defined as the occurrence of one or more of the following Defaults, and the failure of Tenant to cure such Default within any applicable grace period:
  - (a) The abandonment of the Premises.
- (b) The failure of Tenant to make any payment of Rent required to be made by Tenant hereunder, whether to Landlord or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Sublease which endangers or threatens life or property, regardless of whether the School occupying the Premises should close or Tenant no longer operates a charter school on the Premises, where such failure continues for a period of five (5) business days following written notice to Tenant.
- (c) A Default by Tenant as to the terms, covenants, conditions or provisions of this Sublease, other than those described in subparagraphs 12.1(a) or (b) above, where such Default continues for a period of thirty (30) days after written notice; provided, however, that if the nature of Tenant's Default is such that more than thirty (30) days are reasonably required for its cure, then it shall not be deemed to be a Breach if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.
- (d) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "debtor" as defined in 11 U.S.C. §101 or any successor statute thereto (unless, in the case of a petition filed against Tenant, the same is dismissed within ninety (90) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Sublease, where possession is not restored to Tenant within sixty (60) days; or (iv) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Sublease, where such seizure is not discharged within sixty (60) days; provided, however, in the event that any provision of this subparagraph (e) is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.
- (e) The discovery that any financial statement of Tenant given to Landlord was materially false.
- Remedies. If Tenant fails to perform any of its affirmative duties or obligations (other than compliance with covenants and financial reporting requirements pursuant to Section 28), within fifteen (15) days after written notice (or, in the case of those duties and obligations that cannot reasonably be performed within fifteen (15) days after notice, to commence and diligently prosecute such duties and obligations to completion), Landlord may, at its option, perform such duty or obligation on Tenant's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or

approvals. Tenant shall pay to Landlord the costs and expenses incurred by Landlord in such performance upon receipt of an invoice therefor. In the event of a Breach, including Tenant's failure to comply with the covenants or financial reporting requirements set forth in Section 28, Landlord may, with or without further notice or demand, and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such Breach:

- Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Sublease shall terminate and Tenant shall immediately surrender possession to Landlord. In such event Landlord shall be entitled to recover from Tenant: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Tenant proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Tenant proves could be reasonably avoided; and (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by the Tenant's failure to perform its obligations under this Sublease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Landlord in connection with this Sublease applicable to the unexpired term of this Sublease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Landlord to mitigate damages caused by Tenant's Breach of this Sublease shall not waive Landlord's right to recover damages under Section 12. If termination of this Sublease is obtained through the provisional remedy of unlawful detainer, Landlord shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Landlord may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Section 12.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Tenant under the unlawful detainer statute shall also constitute the notice required by Section 12.1. In such case, the applicable grace period required by Section 12.1 and the unlawful detainer statute shall run concurrently, and the failure of Tenant to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Sublease entitling Landlord to the remedies provided for in this Sublease and/or by said statute.
- (b) Continue the Sublease and Tenant's right to possession and recover the Rent as it becomes due. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Landlord's interests, shall not constitute a termination of the Tenant's right to possession.
- (c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the State wherein the Premises are located. The expiration or termination of this Sublease and/or the termination of Tenant's right to possession shall not relieve Tenant from liability under this Sublease, including under any indemnity provisions of this Sublease as to

matters occurring or accruing during the term hereof or by reason of Tenant's occupancy of the Premises.

- 12.3 **Interest.** Any monetary payment due Landlord hereunder not received by Landlord when due as to scheduled payments (such as Base Rent) or within thirty (30) days following the date on which it was due for non-scheduled payments, shall bear interest from the date when due as to scheduled payments, or the 31st day after it was due as to non-scheduled payments. The interest ("**Interest**") charged shall be computed at the rate of ten percent (10%) per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to any late charges and default rate interest under the QALICB Loan or any Subsequent Loan as provided in Section 6.1 hereof.
- 13. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "Condemnation"), this Sublease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs, and Expenses thereafter shall be limited to those applying to the remaining Premises subject to this Sublease. Subject to the terms of the QALICB Loan Agreement, in the event that there is a Condemnation of less than all of the Premises, and such portion so taken is material to Tenant's use and quiet enjoyment of the Premises as a whole, then all available Condemnation awards and/or payments shall be used first, to restore the remaining portion of the Premises to a usable whole, and second, to reduce the balance of any loan made to Landlord and secured by the Premises in proportion to the portion taken or sold. Any portion of the award and/or payment that remains after the foregoing purposes have been satisfied shall be the property of Landlord. Subject to the terms of the QALICB Loan Agreement, if the entirety of the Premises is taken, then the Condemnation awards and/or payments shall be the property of Landlord.
- 14. **Estoppel Certificates.** Each Party (as "**Responding Party**") shall within ten (10) days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by the AIR Commercial Real Estate Association, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.
- 15. **Definition of Landlord.** The term "Landlord" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises. Upon any transfer of fee title to the Premises, the prior Landlord shall be relieved of all liability with respect to the obligations and/or covenants under this Sublease thereafter to be performed by the Landlord. Subject to the foregoing, the obligations and/or covenants in this Sublease to be performed by the Landlord shall be binding only upon the Landlord as hereinabove defined.
- 16. **Severability.** The invalidity of any provision of this Sublease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
- 17. **Days.** Unless otherwise specifically indicated to the contrary, the word "days" as used in this Sublease shall mean and refer to calendar days.

- 18. **Limitation on Liability.** The obligations of Landlord under this Sublease shall not constitute personal obligations of Landlord, and Tenant shall look to the Premises, and to no other assets of Landlord, for the satisfaction of any liability of Landlord with respect to this Sublease.
- 19. **Time of Essence.**Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Sublease.
- 20. **No Prior or Other Agreements.**This Sublease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective.

## 21. Notices.

21.1 **Notice Requirements.** All notices required or permitted by this Sublease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, and shall be deemed sufficiently given if served in a manner specified in this Section 21. The addresses for the Parties are set forth below and shall constitute the respective addressed for delivery or mailing of notices. Either Party may, by written notice to the others, specify a different address for notice. Upon Tenant's taking possession of the Premises, the Premises shall constitute Tenant's address for notice unless Tenant notifies Landlord otherwise. A copy of all notices to Landlord or Tenant shall be concurrently transmitted to such party or parties at such addresses as Landlord or Tenant, respectively, may from time to time hereafter designate in writing.

#### 21.2 Addresses.

Landlord: SAEF 1010 North Broadway LLC

c/o Santa Ana Education Facilities

1010 N. Broadway Santa Ana, CA 92701

Attention: Chief Financial Officer

Tenant: El Sol Science & Arts Academy of Santa Ana

1010 N. Broadway Santa Ana, CA 92701

Attention: Chief Financial Officer

Lender (during the time the QALICB Loan is outstanding):

ExED Facilities XI, LLC c/o ExED Facilities Manager, LLC c/o Excellent Education Development 11858 La Grange Avenue, 2nd Floor Los Angeles, CA 90025 Attention: Anita Landecker

- 21.3 **Date of Notice.** Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown; the postmark thereon. If sent by regular mail the notice shall be deemed given 48 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices transmitted by facsimile transmission or similar means shall be deemed delivered upon telephone confirmation of receipt (confirmation report from fax machine is sufficient), provided a copy is also delivered via delivery or mail. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.
- 22. **Waivers.** No waiver by Landlord of the Default or Breach of any term, covenant or condition hereof by Tenant, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Tenant of the same or of any other term, covenant or condition hereof.
- 23. **No Right to Holdover.** Tenant has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Sublease. In the event that Tenant holds over, then the Base Rent shall be increased to 110% of the Base Rent applicable immediately preceding the expiration or termination. Nothing contained herein shall be construed as consent by Landlord to any holding over by Tenant.
- 24. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
- 25. Covenants and Conditions; Construction of Agreement. All provisions of this Sublease to be observed or performed by Tenant are both covenants and conditions. In construing this Sublease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Sublease. Whenever required by the context, the singular shall include the plural and vice versa. This Sublease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

26. **Binding Effect; Choice of Law.** This Sublease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State of California. Any litigation between the Parties hereto concerning this Sublease shall be initiated in the County of Orange.

## 27. Subordination; Attornment; Non-Disturbance.

- Subordination. Subject to the terms of this section, this Sublease shall be subject and subordinate to any mortgage, deed of trust, or other hypothecation or security device securing Landlord's obligations under any Loan in favor of a Lender (collectively, "Security Device") including, without limitation, the QALICB Deed of Trust and the QALICB Assignment of Leases in favor of Lender and, if requested by Landlord or by any Subsequent Lender, any Security Device in favor of a Subsequent Lender hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. In order to effectuate and/or confirm the subordination of this Sublease to any Security Device, Tenant agrees, with respect to the QALICB Deed of Trust and the QALICB Assignment of Leases, to execute and deliver a Subordination, Nondisturbance and Attornment Agreement ("SNDA") as required under the QALICB Loan Documents as and when requested by Lender and, with respect to any Subsequent Loan (but subject to Section 27.3 below), to execute and deliver within ten (10) days following written request, a recordable SNDA in form provided by the applicable Subsequent Lender. Tenant agrees that Lender and any Subsequent Lender shall have no liability or obligation to perform any of the obligations of Landlord under this Sublease. Lender and any Subsequent Lender may elect to have this Sublease granted hereby superior to the lien of its Security Device by giving written notice thereof to Tenant, whereupon this Sublease shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof
- 27.2 **Attornment.** In the event that Landlord transfers title to the Premises, or the Premises is acquired by another upon the foreclosure or termination of a Security Device to which this Sublease is subordinated (i) Tenant shall, subject to the provisions of Section 27.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Sublease, with such new owner for the remainder of the term hereof, or, at the election of such new owner, this Sublease shall automatically become a new Sublease between Tenant and such new owner, upon all of the terms and conditions hereof, for the remainder of the term hereof, and (ii) Landlord shall thereafter be relieved of any further obligations hereunder (but not obligations that accrued prior to such transfer) and such new owner shall assume all of Landlord's obligations hereunder, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Tenant might have against any prior lessor; (c) be bound by prepayment of more than one month's rent; or (d) be liable for the return of any security deposit paid to any prior lessor, unless such security was assigned by such prior Landlord to the new owner.
- 27.3 **Non-Disturbance.** With respect to Security Devices entered into by Landlord after the execution of this Sublease other than the QALICB Deed of Trust and the QALICB Assignment of Leases, Tenant's subordination of this Sublease shall be subject to receiving a commercially reasonable SNDA from the Lender, which SNDA provides that Tenant's

possession of the Premises, and this Sublease, including any options to extend the term hereof, will not be disturbed, and Tenant's rights under this Sublease will be recognized by the Subsequent Lender so long as Tenant is not in Breach hereof and attorns to the holder of such Security Device.

- 27.4 **Self-Executing.** The agreements contained in this Section 27 shall be effective without the execution of any further documents; provided, however, that, upon written request from Landlord or a Lender in connection with a sale, financing or refinancing of the Premises, Tenant and Landlord shall execute such further writings as may be reasonably required to separately document any recognition agreement, subordination, attornment and/or SNDA provided for herein.
- **28. QALICB Loan Agreement Covenants.** For the benefit of the Landlord and Lender, Tenant hereby covenants and agrees to comply with and perform all of the covenants applicable to Tenant set in the Exhibit attached hereto as Exhibit D.
- 29. Landlord's Access; Showing Premises; Repairs. Landlord shall have the right to enter the Premises at any time in the case of an emergency, and otherwise at reasonable times after twenty-four hours' prior notice for the purpose of inspecting the Premises, verifying compliance by Tenant with this Sublease, showing the Premises to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Landlord may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises as long as there is no material adverse effect to Tenant's use of the Premises.
- 30. **Quiet Possession.** Subject to payment by Tenant of the Rent and performance of all of the covenants, conditions and provisions on Tenant's part to be observed and performed under this Sublease, Tenant shall have quiet possession and quiet enjoyment of the Premises during the Term hereof.
- 31. **Counterparts.** This Sublease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- 32. **Amendments.** This Sublease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Tenant's obligations hereunder, Tenant agrees to make such reasonable non-monetary modifications to this Sublease as may be reasonably required by a lender in connection with the obtaining of normal financing or refinancing of the Premises.

**IN WITNESS WHEREOF**, the Parties hereto have duly executed this Sublease as of the date first written above.

LANDLORD:	TENANT:	
SAEF 1010 NORTH BROADWAY LLC a California limited liability company	EL SOL SCIENCE & ARTS ACADEMY OF SANTA ANA, a California nonprofit public benefit	
By: Santa Ana Education Facilities, a California nonprofit public benefit corporation,	corporation	
its sole member	By:	
	Monique Daviss, Executive Director	
By:		

## **SCHEDULE 1**

## **The Base Rent**

[From the Commencement Date through March 31, 2020: \$398,520 per annum.

From April 1, 2020, through March 31, 2023, \$553,339 per annum.

From April 1, 2023, through the termination of the Sublease: \$565,332 per annum.]

#### **EXHIBIT A**

## **Description of Premises**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

#### PARCEL A:

PARCEL 1 AS SHOWN BY LOT LINE ADJUSTMENT NO. 99-009 EVIDENCED BY DOCUMENT RECORDED OCTOBER 15, 2002 AS INSTRUMENT NO. 20020887809 OF OFFICIAL RECORDS.

#### PARCEL B:

LOT 15 AND THE WEST 50.00 FEET OF LOT 16 OF HALESWORTH'S ADDITION TO THE TOWN OF SANTA ANA, AS PER MAP RECORDED IN BOOK 6, PAGE 18 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA.

EXCEPT THE WEST 50.00 FEET OF SAID LOT 15.

#### PARCEL C:

THE WEST 50.00 FEET OF LOT 15 OF HALESWORTH'S ADDITION TO THE TOWN OF SANTA ANA, AS PER MAP RECORDED IN BOOK 6, PAGE 18 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA.

APN: 398-552-19; 398-541-18; 398-541-19

## **EXHIBIT B**

# **Ground Lease**

#### **EXHIBIT C**

## **Insurance Requirements**

Policies of insurance each having a Best's rating of A- or better and V (financial rating), identifying the Landlord as the insured and listing the Premises by street address, providing the following coverages for Landlord and Tenant:

#### 1. Property Insurance

Must be in the form of an Acord 27 ("Evidence of Property Insurance")

Must list the following Loss Payee as follows:

ExED FACILITIES XI, LLC c/o NCB Capital Impact 2011 Crystal Drive, Suite 800 Arlington, VA 22202 Attn:

Policy must contain a waiver of subrogation clause
All risk coverage or Special Form
100 % Replacement cost
Agreed Amount coverage
Loss of Business Income
30 cancellation notice/30 day notice for non payment
Maximum deductible \$5,000

If high pressure steam boilers or other pressure vessels are located on the property, Boiler and Machinery coverage is required.

# 2. <u>Liability Insurance</u>

Must be in the form of an Acord 25 ("Certificate of Liability Insurance")

Must list the following as Additional Insured as follows:

NCB CAPITAL IMPACT, its successors and/or its assigns, ATIMA LOCAL INITIATIVES SUPPORT CORPORATION EXED FACILITIES XI, LLC c/o NCB Capital Impact 2011 Crystal Drive, Suite 800 Arlington, VA 22202 Attn:

General Liability \$1,000,000 /occurrence and \$2,000,000/aggregate (for elevator buildings 3,000,000/ occurrence and 6,000,000/aggregate)

Excess Liability or Umbrella Coverage of at least \$3,000,000 No deductible or self-insured retention

### **EXHIBIT D**

### **QALICB Loan Agreement Covenants**

For purposes of this Exhibit, except as otherwise defined in this Sublease, all capitalized words or phrases set forth in this Exhibit shall have the meaning set forth in the QALICB Loan Agreement.

To help assure payment of the amounts due under the QALICB Loan and the security therefor, Tenant (referred to below as "School") further covenants and agrees with the Landlord as follows:

### 1. Financial Covenants.

- (a) School Lease Payment Coverage Ratio. School shall maintain a minimum Lease Payment Coverage Ratio of not less than 1.15 to 1.00, measured as of the end of each of School's fiscal years based on audited financial statements provided to Lender pursuant to this Agreement, commencing with School's fiscal year beginning on July 1, 2013. For the purposes hereof, School's "Lease Payment Coverage Ratio" shall be determined by dividing (A) the sum of School Earnings before Interest, Depreciation and Amortization prior to School's current payment obligations under the School Lease Agreement, by (B) the sum of School's current payment obligations under the School Lease Agreement, Current Portion of Long Term Debt (for the prior fiscal year), and Interest Expense.
- (b) <u>Debt/Worth Ratio</u>. School shall maintain a Debt/Worth Ratio of not more than 3.00 to 1.00, measured as of the end of each of School's fiscal years, commencing with School's fiscal year beginning on July 1, 2013. "Debt/Worth Ratio" shall be defined as the ratio of total liabilities divided by total net worth (assets minus liabilities).
- (c) <u>Current Ratio</u>. School shall maintain a Current Ratio of not less than 1.50 to 1.00, tested annually on the last day of each fiscal year commencing as of July 1, 2013, based on a certification from School and such supporting documentation and financial statements as shall be provided pursuant to this Agreement or otherwise reasonably requested by Lender. "Current Ratio" shall be defined as the ratio of current assets divided by current liabilities.

Capitalized terms used and not defined in this Section 6, if any, shall have the meanings attributable to them by GAAP. Each of the ratios described in this Section 6 shall be calculated based upon the audited financial statements submitted to Lender by School.

- 2. Other Indebtedness. Without the prior written consent of Lender in each instance, which consent shall not be unreasonably withheld, conditioned or delayed, School shall not (i) create, incur, assume or suffer to exist any indebtedness, or in any manner become liable directly or indirectly with respect to any indebtedness, except for amounts owing to Lender.
- 3. <u>Management</u>. School shall notify Lender in writing of any change in School's board of directors and/or School's senior management, within ten (10) calendar days of any such change. For purposes hereof, "senior management" shall include, but not be limited to, the positions of principal, assistant principal, director of operations, and executive director.

- 4. <u>Organizational Change</u>. School shall not reincorporate or reorganize itself under the laws of any jurisdiction other than the jurisdiction in which it is incorporated as of the date hereof without the prior written consent of Lender.
- 5. <u>Reports</u>. School shall deliver to Lender, in reasonable detail and in form acceptable to Lender,
  - (i) as soon as possible, and, in any event, within five (5) business days after School receives notice or knowledge thereof or learns facts which would lead a reasonable person to undertake diligent inquiry with respect thereto, a report or statement executed by a senior officer of School with respect to (A) the occurrence of any reportable event that requires notification of the Pension Benefit Guaranty Corporation by School or any of their subsidiaries pursuant to ERISA and regulations thereunder; (B) the occurrence of any Event of Default or incipient default (i.e. an event that becomes an Event of Default after notice or passage of time) or failure to observe or perform any covenant set forth herein or in any other agreement with Lender to which School is a party and any action taken or contemplated with respect thereto; (C) (1) the existence or change in status of any pending or threatened litigation or administrative proceedings or investigations against or affecting School or any of its subsidiaries which, if determined adversely to School or any of its subsidiaries, would have a material adverse effect upon the financial condition or results of operations of School and (2) any reserves set aside or to be set aside in connection with such proceedings, in accordance with GAAP; and (D) any report, citation, notice demand or other written or oral communication concerning any facility or other property now or hereafter owned, leased or operated by School or any of its subsidiaries to which any Hazardous Materials (as such term is defined in the Mortgage) used, generated, treated or disposed of by School or any of its subsidiaries may have been transported, or concerning the activities, operations or potential responsibility for environmental cleanup obligations of School or any of its subsidiaries, to or from any governmental agency or entity empowered to enforce, investigate, or oversee compliance with any Environmental Law (as such term is defined in the Mortgage); and
- (ii) such other reports as Lender may, from time to time, reasonably request in writing from School.
- 6. Records and Reports. The School will deliver or cause to be delivered to Landlord such information, statements, reports, or other documentation concerning the School as Landlord may require to enable Landlord to comply with Landlord's reporting obligations under the QALICB Loan Agreement, including, without limitation, Landlord's reporting obligations under Section 14 of the QALICB Loan Agreement. Without limitation on the foregoing, School, at School's cost and expense, shall deliver to Lender, (i) within thirty (30) days of the last day of each of School's fiscal years, during the term of the Loan, School's board approved annual operating budget; (ii) within forty-five (45) days of the last day of each fiscal quarter during the term of the Loan for School, unaudited internally prepared financial statements (including, at a minimum, a balance sheet, cash flow statement and statement of profit and loss) certified as true and correct by an authorized officer of School and in a form reasonably acceptable to Lender in all respects; and (iii) within one hundred eighty (180) days of the end of Landlord's fiscal year,

financial statements for School (including, at a minimum, a balance sheet and statement of profit and loss setting forth in each case, in comparative form, figures for the preceding year, a statement of cash flow and a statement of compliance with the terms of the Loan), certified as true and correct by an authorized officer of School in a form reasonably satisfactory to Lender in all respects and audited by an independent certified public accountant reasonably approved by Lender. All financial statements shall be prepared in accordance with GAAP, consistently applied.

- 7. <u>Charter</u>. School\_shall keep and maintain the Charter of the School in full force and effect.
- 8. New Market Tax Credit Covenants. No part of the business activities of School as subtenant of the Premises or of any sub-subtenant will (A) include the rental to others of residential rental property, or (B) consist of the operation of any: (1) private or commercial golf course, (2) country club, (3) massage parlor, hot tub facility, or suntan facility, (4) race track or other facility used for gambling, or (5) store the principal business of which is the sale of alcoholic beverages for consumption off premises.

### AGENDA ITEM BACKUP SHEET March 26, 2013

### **Board Meeting**

TITLE:

Approval of Academic Calendars for 2013-14 School Year

ITEM:

Action

SUBMITTED BY: PREPARED BY:

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

### **BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the academic calendars for the 2013-14 school year. The instructional calendars reflect the 2012-13 school year calendar, with a one-week Thanksgiving Recess, a three-week Winter Recess, and a one-week Spring Recess.

The calendars for the 2013-14 school year will provide benefits to the District, such as:

- Creates an individual calendar specific to each grade level span (Elementary, Intermediate, and High School) for clearer understanding
- Provides consistency in the District's school year calendars from 2011-12 and 2012-13
- Focuses on standardized testing windows and high school final exams
- Allows for preparation and implementation of summer school programs
- Enables the District to select two intermediate schools and two high schools to pilot taking finals prior to Winter Recess

First day of instruction:

Tuesday, August 27, 2013

Final day of instruction:

Thursday, June 19, 2014

### RATIONALE:

The Calendar Committee, comprised of certificated, classified, and management staff provided input and approval.

Attached are copies of the instructional calendars for 2013-14 school year:

Elementary Traditional 185.5 days\*
Intermediate Traditional 185.5 days\*
High School Traditional 185.5 days\*

<sup>\*</sup>Includes three duty days and two-and-a-half Professional Development days

### **FUNDING:**

Not Applicable

### RECOMMENDATION:

Approve the academic calendars for the 2013-14 school year.





### 2013-14 Academic Calendar

Jetting to the Core







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

> Chad Hammitt, Assistant Superintendent, Personnel Services Bianca Barquin, Director, Human Resources

**Superior Standards** 

**Capital** 

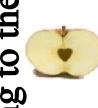


180 Instructional Days



• First Day of Instruction:

-Tuesday, August 27, 2013



• Last Day of Instruction:

-Thursday, June 19, 2014

**Superior Standards** 

**Capital** 



One week Thanksgiving Recess

Three week Winter Recess



One week Spring Break

**Superior Standards** 

**Capital** 



• 3 student-free Teacher Duty Days

• 2 ½ student-free Professional Development Days



 Consistent with 2011-12 and 2012-13 Academic Calendars

**Superior Standards** 

**Capital** 



- Secondary Finals Pilot Program
  - -2 Intermediate

jetting to the Core





-2 High School

-Pilot taking finals prior to Winter Recess

**Superior Standards** 

**Capital** 

# Santa Ana Unified School District 2013-2014 ELEMENTARY Academic School Calendar

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1. First Day of Service: August 22, 2013	1. Students attend school 180 days	August 15, 2013: 6 hours (1.0 workday)
2 First Day of Tostruction: August 27, 2013	2. Parent Conferences: December 9 - 13, 2013	August 16, 2013: 6 hours (1.0 workday)
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Board Approved:

# Santa Ana Unified School District 2013-2014 INTERMEDIATE Academic School Calendar

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IMPORTANT INFORMATION	DAYS OF INSTRUCTION	PROFESSIONAL DEVELOPMENT DAYS
1. First Day of Service: August 22, 2013	1. Students attend school 180 days	August 22, 2013: 6 hours (1.0 workday)
2. First Day of Instruction: August 27, 2013	2. Parent Conference Day is a Non-Instructional Day	August 23, 2013: 6 hours (1.0 workday)
		November 1, 2013: 3 hours (0.5 workday)
		Total: 15 hours (2.5 Professional Development)
Board Approved		

# Santa Ana Unified School District 2013-2014 HIGH SCHOOL Academic School Calendar

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### AGENDA ITEM BACKUP SHEET March 26, 2013

### **Board Meeting**

TITLE: Approval of Revised Job Description, Migrant Education Community

**Assistant** 

ITEM: Action

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

### **BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the revised job description, Migrant Education Community Assistant. This position will report to the Director of ELD Bilingual Programs or designee. This position will perform activities to facilitate community-based services for students and families through the Migrant Education Program. This is not a new position.

### **RATIONALE:**

The job description requires revisions in order to include language of duties that are currently performed. The revised job description will provide clear directions and expectations of employees' duties and responsibilities. After conducting a salary survey of similar positions, it was determined that the scope of work requires a higher rate of pay. This is a classified bargaining unit position.

Santa Ana Unified School District administration met with the California School Employees Association regarding this job description on August 16, 2012; September 14, 2012; October 1, 2012; November 28, 2012; December 5, 2012; January 26, 2013; and February 26, 2013.

The revised job description is attached.

### **FUNDING:**

Categorical Funds: Classified Salary Schedule - from Grade 22 - \$2,802.00 to \$3,584.00 to Grade 30 - \$3,417.00 to \$4,369

### RECOMMENDATION:

Approve the revised job description of Migrant Education Community Assistant.





### SANTA ANA UNIFIED SCHOOL DISTRICT

### MIGRANT EDUCATION COMMUNITY ASSISTANT

### **JOB SUMMARY BASIC FUNCTION:**

Under the direction of an assigned supervisor, determine the eligibility of pupils for services available through the Migrant Education Program and assist in coordinating and facilitating school based Migrant Education services for pupils and families.

Under the direction of the Director of the English Learner Programs & Student Achievement Department, the Migrant Education Community Assistant (MECA) will determine the eligibility of students for services available through the Migrant Education Program and coordinate and facilitate District, school, and community-based Migrant Education services for students and families. The MECA will serve in a liaison capacity between the school, home, and community and provide access to services from community agencies. The MECA will facilitate home and community understanding of school and District programs and objectives. The MECA will secure the active participation of parent involvement in planning, implementing, advising, and evaluating of the Migrant Education program services and activities.

### **REPRESENTATIVE DUTIES:**

Identify and enroll pupils eligible for Migrant Education services in District schools. E

Assist in maintaining computerized monitoring of student identification, eligible enrollment in services provided and student progress. E

Serve as a liaison for pupils of migrant families; assist in obtaining health and other needed services provided by public agencies and private service organizations, including but not limited to medical care, transportation, housing, clothing, family counseling, employment and educational opportunities. E

Work collaboratively with school sites, District departments and various program staff to assure coordinated services to eligible students and families. E

Prepare and conference parents on yearly Migrant Individual Learning Plan. E

Complete and maintain forms, records, logs and field trip requests; prepare reports as required; type memoranda and correspondence. **E** 

Communicate regularly with site level staff working with Migrant Education students to assure support and success for eligible students. E

### REPRESENTATIVE DUTIES: (Cont.)

Facilitate drop out retrieval and preschool services through collaboration with site level drop out prevention programs, Head Start, State Preschool and other services and programs for which migrant students are eligible. E

Attend-Migrant Education staff meetings, training and Parent Advisory-meetings.

### Perform related duties as assigned.

- Identify and recruit students eligible for Migrant Education services in District schools as well as out of school youth. Re-interview families which have become End of Eligibility and determine whether or not a new QAD has been established. E
- Coordinate and schedule School and Community based Identification and Recruitment efforts as well as outdoor canvassing. Maintain and up-date parent orientation materials used in recruitment. E
- Input and update computerized monitoring of student identification through the Migrant COE star system, Migrant Student Information Network (MSIN), Migrant Student Information Exchange (MSIX) and District student information system (SIS) for eligible enrollment in services provided and student progress. E
- Create, maintain and update identified student database, family folders, and individual student folder for school CUM files. E
- Collect and export student data and reports as requested by State and Regional Office; i.e., Fall, Spring Summer, and Migrant Education School Readiness Program (MESRP) student services reports, yearly mass enrollment, statistical changes, Priority of Services, and Graduation status. E
- Serve as a liaison between identified migrant students, migrant parents, school staff, school administration, public service agencies, and private service organizations. Identify, refer, and coordinate services provided by community resources including but not limited to medical care, dental care, transportation, housing, clothing, family counseling, employment, and educational opportunities as well as provide assistance to families or individual students in crisis situations such as abuse, homelessness, death, and divorce. E
- Facilitate family-school communication and assist with resolution of problems; report resolution or status of issues to designated staff and/or utilize problem solving skills in working with families. Work collaboratively with school sites, District departments and various program staff to assure coordinated services to eligible students and families. Participate in SARB hearings, IEP, PPC and team intervention meetings (SST) when requested by parents. E

### REPRESENTATIVE DUTIES: (Cont.)

- Prepare and conference parents on yearly Migrant Individual Learning Plan by accessing report cards and academic student transcripts, A-G Student Guidance and Needs Assessment. Assist in identifying At-Risk students. Communicate regularly with site-level staff working with Migrant Education students to assure academic support and success for eligible students and monitor the continuity of intervention plans and referred supplemental services. E
- Assist with the coordinating and scheduling of student services throughout the school year and summer including but not limited to Educational, Academic, Health and Welfare workshops, Leadership Camps, Parent and Student University Day, Educational and Incentive Field trips, Holiday baskets. Organize the distribution of Back Packs, school supplies and uniform youcher. E
- Assist with the coordination and facilitation of services through the Migrant Education School Readiness Program (MESRP) for eligible migrant preschool students, including identification, scheduling, testing, and ordering supplies. E
- Assist in the development and implementation of an effective system for communicating with parents including, parent phone calls, District automated phone call system, parent letters, parent meetings and home visits. E
- Assist with the organizing, coordinating, and planning of parent educational activities; schedule and publicize Parent Advisory Committee (PAC) meetings; facilitate the PAC agenda prep meetings; take and transcribe meeting minutes in English and Spanish. E
- Provide parents with information on District and Migrant program events, workshops, meetings, activities and higher education opportunities. E
- Encourage the participation of parents in Parent Meetings, Committees, and the development of the Migrant Education District Service Agreement (DSA). E
- Complete and maintain forms, records, files, logs and online field trip requests; type memoranda and correspondence. E
- Order student and office supplies through ORACLE system and keep and maintain an inventory. E
- Work cooperatively with Migrant Education Regional Office and District staff. Communicating and interacting in a professional manner among different groups,

### REPRESENTATIVE DUTIES: (Cont.)

following ethical standards including and maintaining confidentiality within the migrant families. E

- Attend Migrant Education staff meetings, trainings, staff and parent conferences, Parent Advisory Committee and Regional Parent Advisory Committee meetings. E
- Perform related departmental duties as assigned.

### **KNOWLEDGE AND ABILITIES:**

### Knowledge of:

- District services available through Special Education, Title 1, Bilingual Education, and other departments for eligible migrant students
- Knowing where migrant families live and work
- Cycles of seasonal and temporary agriculture employment
- Community services agencies and resources
- Problems, concerns, and lifestyles of the migrant family
- Migrant Education Program objectives
- School objectives, programs, and requirements
- Clerical and record-keeping procedures
- · Reading, writing, and oral communication skills in English and Spanish
- Modern office practices, procedures and equipment, including specialized computer equipment
- City and community

### Ability to:

- Explain the Migrant Education Program to migrant families and youth
- Coordinate the social and welfare services available to migrant pupils students and parents
- Establish and maintain effective working relationships with others
- Demonstrate bilingual proficiency in English and Spanish another specified language
- Maintain and organize records and prepare reports
- Communicate with parents in their primary language
- Follow ethical standards and practice confidentiality
- Operate modern office equipment, including specialized computer equipment
- Type at an acceptable rate of speed
- Adjust to a flexible work schedule
- Work independently with little or no direction
- Understand and follow written and oral directions
- Perform the essential functions of the job

### **EDUCATION AND EXPERIENCE:**

Any combination equivalent to graduation from high school and three two years experience in school-related and community activities or two years' course work at the community college or university level.

### LICENSES AND OTHER REQUIREMENTS:

Valid California Driver's License Reliable transportation Proof of valid automobile insurance

### **WORKING CONDITIONS:**

### **ENVIRONMENT:**

- Community, school and office environment
- Attend evening meetings; flexible schedule
- Driving a vehicle to conduct work

### PHYSICAL ABILITIES:

- Hearing and speaking accurately to exchange information.
- Seeing to read a variety of materials and drive a vehicle.
- Dexterity of hands and fingers to operate a computer keyboard.
- Lifting or moving objects, normally not exceeding twenty (20) pounds.

### **HAZARDS**:

• Subject to visiting school and home locations throughout the community, some of which may be located in potentially dangerous areas

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

Board Approved: (5/95) 5/01

### AGENDA ITEM BACKUP SHEET March 26, 2013

### **Board Meeting**

TITLE: Ratification to Appoint Dr. Stefanie Phillips as SAUSD Deputy

Superintendent, Operations and Chief Business Official and Approval

of Employment Agreement

ITEM: Action

SUBMITTED BY: Chad Hammitt, Assistant Superintendent, Personnel Services

### **BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board ratification appointment of Dr. Stefanie Phillips as Santa Ana Unified School District Deputy Superintendent, Operations and Chief Business Official and approve the employment agreement. Dr. Phillips assumed duties as Deputy Superintendent, Operations and Chief Business Official on March 18, 2013.

### **RATIONALE:**

Mr. Michael P. Bishop, Sr., Deputy Superintendent of Operations, retired on December 26, 2012 as SAUSD Deputy Superintendent of Operations. At its March 12, 2013 meeting, the Board approved the recommendation of Dr. Stefanie Phillips as Deputy Superintendent, Operations and Chief Business Official.

This appointment was agendized at the March 12, 2013 Closed Session meeting and announced in open session. As per the requirement of Government Code, it must be ratified in open session at a regular Board meeting.

### **FUNDING:**

Not Applicable

### RECOMMENDATION:

Ratify appointment of Dr. Stefanie Phillips as SAUSD Deputy Superintendent, Operations and Business Official and approve the employment agreement with SAUSD.



### AGENDA ITEM BACKUP SHEET March 26, 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

### **BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the Personnel Calendar.

### **RATIONALE:**

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

### **FUNDING:**

Not Applicable

### **RECOMMENDATION:**

Approve the Personnel Calendar.



### ~

## CERTIFICATED PERSONNEL CALENDAR

Board Meeting - March 26, 2013

Personnel Calendar

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
RETIREMENTS					
					Retirement - 20
Albert, Martin	Teacher	Century	June 14, 2013		years
Arguello, Danya	Teacher	Santa Ana	June 14, 2013		Retirement - 5 years
Complete Demote		Pupil Support			Retirement - 13
Campbell, Famela	Nurse	Services	June 14, 2013	THE REAL PROPERTY OF THE PROPE	years
	Speech and Language				Retirement - 34
Canales, Maria V.	Pathologist	Speech Department June 14, 2013	June 14, 2013		years
, L		,			Retirement - 24
Mac Phee, Susan	Teacher	Mitchell	June 14, 2013		years
6	,				Retirement - 19
Markel, Robert	Teacher	Lincoln	June 14, 2013		years
	Deputy Superintendent,	Deputy			
	Chief Academic	Superintendent's			
Olsky, Cathie	Officer	Office	June 30, 2013		Retirement - 6 years
	,				Retirement - 30
Kude, Kichard	Teacher	Spurgeon	June 14, 2013	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	years
, ,					Retirement - 32
Schelvan, Susan	Teacher	McFadden	June 14, 2013		years
DECICATIONS					The second section of the sect
					Family
Anacone, Diandra	Psychologist	Fsychological Services	March 11, 2013		responsibilities - 4 years

## CERTIFICATED PERSONNEL CALENDAR

Board Meeting - March 26, 2013

Personnel Calendar

	I COLLICO.	SITE	EFF. DATE	END DATE	COMMENTS
RESIGNATIONS (CORRECTION)	RECTION)				
Total Color	Tocohou	III.moo December	Dobangar, 10 2012		Morring 11 moone
	ıeacıler	numan resource	rebruary 16, 2013		MOVIIIG - 14 years
NEW HIRES/RE-HIRES	Š				
			TO ACCION O CHINA CHILD CONTRACTOR AND REPORT FOR THE PROPERTY OF THE PROPERTY		New Hire -
Dominguez, Erika	Teacher	Jefferson	March 5, 2013		Temporary 44920
					New Hire -
Hurtado, Letisia	Teacher	McFadden	March 19, 2013		Temporary 44909
Mitsicourides, Alexander	Teacher	Century	March 19, 2013		New Hire - Intern
FAMILY CARE AND MEDICAL LEAVE ABSENCE (3 to 20 duty days) - Paid with Benefits	AEDICAL LEAVE	ABSENCE (3 to 20 o	luty days) - Paid with	1 Benefits	
Choi, Young	Teacher	Carr	March 12, 2013	March 26, 2013	Statutory
La Rochelle, Billie	Teacher	Spurgeon	February 22, 2013	March 3, 2013	Statutory
Weber, Michael	Teacher	Willard	February 14, 2013	March 13, 2013	Statutory
FAMILY CARE AND MEDICAL LEAVE ABSENCE (3 to 20 duty days) - Without Pay and With Benefits	AEDICAL LEAVE	ABSENCE (3 to 20 c	luty days) - Without	Pay and With Bene	efits
Edelen, Claire	Teacher	Century	March 18, 2013	March 29, 2013	Statutory
Ehrler, Kathleen	Teacher	Willard	April 11, 2013	April 12, 2013	Statutory
Hayward, Kelly	Teacher	Sierra	February 28, 2013	March 20, 2013	Statutory
				-	
FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Paid with Benefits	AEDICAL LEAVE (	21 duty days or mo	re) - Paid with Benefi	İts	
Castellanos, Katy	Assistant Principal	Lorin Griset	March 11, 2013	May 3, 2013	Statutory
Ehrler, Kathleen	Teacher	Willard	March 1, 2013	April 10, 2013	Statutory

### CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - March 26, 2013	6, 2013				
NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
FAMILY CARE AND MEDICAL LEA		VE (21 duty days or more) - Paid with Benefits (Continued)	e) - Paid with Benefi	ts (Continued)	
Graham, Natalie	Teacher	Taft	March 11, 2013	June 10, 2013	Statutory
Lee, Jessie	Teacher	Sierra	February 25, 2013	May 17, 2013	Statutory
Serrano, Isela	Teacher	Madison	April 8, 2013	May 24, 2013	Statutory
FAMILY CARE AND MEDICAL LEA		VE (21 duty days or more) - Without Pay and with Benefits	e) - Without Pay and	with Benefits	
Ingersoll. Laura	Speech and Language Pathologist	Speech Department March 1, 2013	March 1, 2013	April 17. 2013	Statutory
CALIFORNIA FAMILY RIGHTS ACT	r.	(CFRA) (3 to 20 duty days) - Without Pay with Benefits	ys) - Without Pay w	ith Benefits	
Edelen, Claire	Teacher	Century	March 18, 2013	March 29, 2013	Statutory
Hayward, Kelly	Teacher	Sierra	February 28, 2013	March 20, 2013	Statutory
CALIFORNIA FAMILY RIGHTS ACT	r	RA) (21 duty days o	r more) - Without P	(CFRA) (21 duty days or more) - Without Pay and with Benefits	
j.	Speech and Language				Š
Ingersoll, Laura	Pathologist	Speech Department March 1, 2013	March 1, 2013	April 17, 2013	Statutory
CALIFORNIA FAMILY RIGHTS ACT	r	(CFRA) (21 duty days or more) -	r more) - Without P	Without Pay and Without Benefits	efits
Hayward, Kelly	Teacher	Sierra	March 31, 2013	May 30, 2013	Statutory

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### CERTIFICATED PERSONNEL CALENDAR

Board Meeting - March 26, 2013

Personnel Calendar

NAME POSITION POSITIO	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
CALIFORNIA FAMILY RIGHTS ACT	_	RA) (21 duty days o	r more) - Without P:	(CFRA) (21 duty days or more) - Without Pay and Without Benefits (Continued)	efits (Continued)
	Sneech and				
	Language				
Ingersoll, Laura	Pathologist	Speech Department April 18, 2013	April 18, 2013	May 31, 2013	Statutory
EXTENSION OF FAMILY CARE AND		DICAL LEAVE (21	MEDICAL LEAVE (21 duty days or more) - Paid with Benefits	- Paid with Benefits	
Edelen, Claire	Teacher	Century	March 14, 2013	March 15, 2013	Statutory
Johnson, Maria J.	Teacher	Segerstrom	March 13, 2013	April 18, 2013	Statutory
Rich, Katherine	Teacher	Staff Development	March 4, 2013	March 8, 2013	Statutory
Rosillo, Fiorella	Teacher	Esqueda	March 18, 2013	March 25, 2013	Statutory
			0.000		
CORRECTION OF FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Paid with Benefits	IILY CARE AND N	MEDICAL LEAVE (	21 duty days or mor	e) - Paid with Benefi	ţs
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				From March 13,	
				2013 to February 27,	
Hayward, Kelly	Teacher	Sierra	December 3, 2012	2013	Statutory
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EXTRA DUTY 2012-13					
Collins, Michael	Teacher	Valley	August 22, 2012	June 13, 2013	Extra Period
Hernandez, Marissa	Teacher	Chavez	October 25, 2012	January 25, 2013	Extra Period
Maldonado, Gloria	Teacher	Chavez	October 25, 2012	April 10, 2013	Extra Period
CORRECTION ON EXTRA DUTY 201	'RA DUTY 2012-13				
A A A		(			
West, Jeffrey	leacher	Century	January 29, 2013	June 13, 2013	Extra Period

Chad Hammitt, Assistant Superintendent, Personnel Services

## CERTIFICATED PERSONNEL CALENDAR

Board Meeting - March 26, 2013

Personnel Calendar

NAME. POST	POSITION	SITE	FFF DATE	FND DATE	COMMENTS
SPRING SPORTS 2012-13	113				
Vazquez, Roberto	Assistant Coach	Godinez	2012-13		Baseball
ADMINISTRATIVE SUBSTITUTES	BSTITUTES				
Dannas Louis Anthony	Administrative Substitute	Unman Dagantaga	11 2013 متيزا	I 20 2013	A Nooded Design
a my pue, tours a manifora)	Ammono		TAPIN 11, ZOLZ	5 dans 50, 4015	CICACI-DANIA
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					CONTRACTOR AND
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				WORLDAND ON WORLD IN CONTROL TO THE CONTROL THE CONTROL TO THE CONTROL THE CONTROL TO THE CONTRO	
			THE REAL PROPERTY OF THE PROPE		
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Chad Hammitt, Assistant Superintendent, Personnel Services

### AGENDA ITEM REQUESTS CERTIFICATED 2012-13

AHAHDY GO G IBIB.	3113	PINIDING	NOT TO EVERE	TOTAL
ALLER OF ACTIVITIE	SIII.	POINTIA	NOI IO EACEEU	PFFECTIVE
2012-13 After School Grades 6-8 Intramural				
Sports - Boys/Girls Track and Field (Season		ASES - After School		
VI) - Certificated	Special Projects	Program	\$33,507	April 22, 2013
AVID Coordinators (Ratification)	Godinez	AVID - United Way	\$2,469	August 29, 2012
AVID Tutors	Godinez	AVID - United Way	\$2,392	March 27, 2013
CAHSEE & CST Program Planning	Valley	CAHSEE/CST	\$10,000	March 27, 2013
CAHSEE & CST Tutoring	Valley	CAHSEE/CST	\$36,472	March 27, 2013
Chapman University: Supervisor Instructor				
For Speech and Language Pathologists				
(Ratification)	Special Education	Special Education	\$1,820	August 22, 2012
Common Core State Standards Optional				
Training/Mandatory Unit Training -	Staff Development and			
Instructor	Instruction	Title I	\$2,000	March 28, 2013
Common Core State Standards Optional				
Training/Mandatory Unit Training -	Staff Development and			
Participant	Instruction	Title I	\$45,000	March 28, 2013
Common Core Training	Spurgeon	EIA-LEP	\$5,000	March 27, 2013
CST Tutoring for Writing (Ratification)	Villa	CAHSEE	\$3,000	January 14, 2013
Pentathlon Coaches (Ratification)	Villa	General Funds	\$6,600	January 14, 2013
Physical Education/Physical (PE/PA)				
Activity Extra Duty - Certificated - Program				
Planning	Special Projects	PEP	\$400	March 30, 2013
Physical Education/Physical Activity (PE/PA) Extra Duty - Certificated - Staff				
Development	Special Projects	PEP	\$6,000	March 30, 2013
Professional Development				
Planning/Demonstration (Ratification)	Villa	EIA-SCE	\$400	January 14, 2013

### Board Meeting March 26, 2013

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### AGENDA ITEM REQUESTS CERTIFICATED 2012-13

TITE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
Saturday Social Studies/Science (Ratification) Mendez	Mendez	CAHSEE	\$7,367	February 15, 2013
Saturday Social Studies/Science (Ratification) Mendez	Mendez	EIA-LEP	\$3,600	February 15, 2013
Saturday Social Studies/Science Curriculum	Mondez	CAHSEE	009\$	Echminus, 22, 2012
ortfolio Planning	Santa Ana	Title I	\$2.500	March 26, 2013
d Language				
Pathologists (Ratification)	Special Education	Special Education	\$10,000	August 22, 2012
Tutoring Academic Recovery (Ratification)	Community Day	EIA-SCE	\$6,300	August 22, 2012

Board Meeting March 26, 2013

Personnel Calendar

Board Meeting - March 26, 2013

NAME POSITIO	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
RETREMENT						
		And the state of t				22 Vears 8
Isley, Cynthia	Department Specialist Bldg. Svcs.	Bldg. Svcs.	June 21, 2013			months
RESIGNATION						
						Personal - 2
Castellano, Janet	SSP Sp. Ed.	Spurgeon	March 15, 2013			months
						Personal - 9
Sosa, Christina	Fd. Svc. Prod. Spvr.	Food Svcs.	March 8, 2013			years
· ·		Child				Personal - 6
Sousa, Diana	Teacher's Aide	Development	Development June 14, 2013			years
ABSENCE (3 to 20 duty days) - Without	ity days) - Without Pay	ıy				
Rangel, Laura	Instr. Asst. Sev. Dis.	Santa Ana	March 18, 2013	April 19, 2013		Personal
CFRA (California Family Rights Act) -	mily Rights Act) - Paid					
	Family Outreach	Alternative			www.go.u.u.a.a.a.a.a.a.a.a.a.a.a.a.a.a.a.a.a.	
Penunuri, Jesse	Liason	Ed.	March 4, 2013	March 29, 2013		Statutory Leave
FAMILY CARE & M	CARE & MEDICAL LEAVES (3 to 20 duty days) - Paid	to 20 duty ds	ıys) - Paid			
	The second section of the second section section section sections and the second section secti					
Funes, Jorge	Custodian	Bldg. Svcs.	February 27, 2013	March 25, 2013		Statutory Leave

Personnel Calendar

Board Meeting - March 26, 2013	ch 26, 2013					
NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
FAMILY CARE & MEDICAL LEAVE	(EDICAL LEAVES)	3 to 20 duty dz	S (3 to 20 duty days) - Paid (Continuation)	ation)		
Magallanes, Carol	Risk Management Benefits Specialist	Benefits Dept.	February 25, 2013	March 8, 2013		Statutory Leave
Penunuri, Jesse	Family Outreach Liason	Alternative Ed.	March 4, 2013	March 29, 2013		Statutory Leave
FAMILY CARE & N	FAMILY CARE & MEDICAL LEAVES (21 duty days or more) - Paid	21 duty days o	r more) - Paid			
Castorena, Diana	Teacher Aide	ECE	February 27, 2013	June 13, 2013		Statutory Leave
Hernandez, Fernando	Roving Ld. Cust.	Bldg. Svcs.	March 4, 2013	April 7, 2013		Statutory Leave
Jimenez, Ramon	Maint. Wkr. II	Bldg. Svcs.	January 10, 2013	March 3, 2013		Statutory Leave
	,					Statutory Leave Intermittent
Lara, Ingrid	Secretary	Bldg. Svcs.	February 26, 2013	February 26, 2014	000 11 VIII 000 11	Basis
McCoy, Robin	Library Media Tech.	Romero Cruz	Romero Cruz February 4, 2013	March 18, 2013		Statutory Leave
Mendez-Lizardo, Johanna	Sch. Off. Mgr. Elem.	Esqueda	October 17, 2012	February 20, 2013		Statutory Leave
FAMILY CARE & MEDICAL LEAVE		1 duty days or	(21 duty days or more) - Without Pay			
Correa, Diana	Attendance Tech.	Willard	August 10, 2012	June 30, 2013		Statutory Leave Intermittent Basis

Chad Hammitt, Assistant Superintendent, Personnel Services

Personnel Calendar

Board Meeting - March 26, 2013

NAME POSITIO	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
					A SAN TAN TAN TAN TAN TAN TAN TAN TAN TAN T	
LEAVE (21 duty days	(21 duty days or more) - Without Pay	<sup>9</sup> ay				
Narifolimiero (no Accesso Acce						
	Instr. Asst.					
Amarith, Adam	Computers	Romero Cruz	Romero Cruz January 28, 2013	May 31, 2013	e de la companya de l	Personal
	THE PRINCE PROPERTY WHEN PROPERTY WAS ARRESTED AND ARRESTED AND ARRESTED ARRESTED AND ARRESTED ARRESTE					7
PROBATIONARY APPOINTMENTS	<b>PPOINTMENTS</b>					
Anguiano, Rocio	Payroll Technician	Payroll Dept.	March 12, 2013		32/1	
Correa, Edgar	Custodian	Bldg. Svcs.	February 27, 2013		23/1 + Diff.	
Fabian, Natalie	SSP Sp. Ed.	McFadden	March 18, 2013		19/1	
Fletes, Johainy	SSP Sp. Ed.	Sierra	March 11, 2013		19/1	
	Fd. Svc. Spvr. Elem.					
Kane, Patricia	(Itinerant)	Food Svcs.	March 14, 2013		15/1	
Marmolejo, Daniel	SSP Sp. Ed.	Valley	March 25, 2013		19/1	
Villalpando, Alma	SSP Sp. Ed.	Saddleback	March 18, 2013		19/1	
REASSIGNMENT (Voluntary Demotion)	oluntary Demotion)					
Paredones, Monica	Interpreter/Translator Sp. Ed.	Special Ed.	March 3, 2013		37/6	
		1				
ADJUSTMENT OF WORKING ASSIGNMENTS	<b>WORKING ASSIGNN</b>	AENTS				
			A second			From 3.5 hours
Amezcua, Jorge	Fd. Svc. Wkr.	Carr	March 13, 2013		11/4	to 6.5 hours
Cregut-Gonzalez,						From 3.5 hours
Shanee	Fd. Svc. Wkr.	Segerstrom	March 13, 2013		11/6	to 6.5 hours

Personnel Calendar

Board Meeting - March 26, 2013

NAME POSITIO	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
ADJUSTMENT OF V	OF WORKING ASSIGNM	NMENTS (Continuation)	inuation)			
						From 3.5 hours
Gutierrez, Jeannette	Fd. Svc. Wkr.	McFadden	March 13, 2013		11/3	to 6.5 hours
						From 3.5 hours
Huizar, Renato	Fd. Svc. Wkr.	Segerstrom	March 13, 2013		11/4	to 6.5 hours
						From 3.5 hours
Huyen, Jenny	Fd. Svc. Wkr.	Food Svcs.	March 13, 2013		11/6	to 6.5 hours
						From 3.5 hours
Rosales, Erica	Fd. Svc. Wkr.	Food Svcs.	March 13, 2013		11/6	to 6.5 hours
						From 3.5 hours
Torres-Gomez, Beatriz Fd. Svc. Wkr.	Fd. Svc. Wkr.	Food Svcs.	March 13, 2013		11/3	to 6.5 hours
THE PROPERTY OF THE PROPERTY O						
TEMPORARY APPOINTMENTS - Out	احد	of Class Compensation	ensation			
Alvarado, Tulia	Fd. Svc. Spvr. Int.	Food Svcs.	March 1, 2013	June 13, 2013	27/1	
	Plant Custodian					
Fernandez, Felix	Elem.	Bldg. Svcs.	March 12, 2013	March 15, 2013	28/1	
Garcia, Vanessa	Sr. Fd. Svc. Wkr.	Food Svcs.	January 23, 2013	February 22, 2013	13/4	
Macias, Alfredo	Sr. Groundskeeper	Bldg. Svcs.	March 4, 2013	April 30, 2013	30/5	
	Mgr. of Grounds				30/6 + \$10 a	
Martinez, John	Maint.	Bldg. Svcs.	March 6, 2013	March 11, 2013	day	
	Plant Custodian					
Menera, Fernando	Elem.	Bldg. Svcs.	March 6, 2013	March 11, 2013	28/6	
Ngodoan, Johnny	Sr. Fd. Svc. Wkr.	Food Svcs.	March 11, 2013	June 13, 2013	13/5	
Nguyen, Nga	Sr. Fd. Svc. Wkr.	Food Svcs.	February 25, 2013	June 13, 2013	13/6	

Personnel Calendar

Board Meeting - March 26, 2013

	NOILLION	SITE	KFF DATE	FND DATE	SALARY	COMMENTS
TEMPORARY APPC	APPOINTMENTS - Out of	Class Compe	of Class Compensation (Continuation)	( <b>u</b> o		
Pantoja, Guadalupe	Sr. Exec. Secretary	Business Svcs.	April 1, 2013	April 8, 2013	37/3 + Bil.	
Perez, Paul	Sr. Groundskeeper	Bldg. Svcs.	April 8, 2013	April 12, 2013	30/5	
Pulido, Daniel	Plant Custodian Inter. Bldg. Svcs.	Bldg. Svcs.	March 4, 2013	March 8, 2013	32/3	
Sanchez, Brenda	Sr. Fd. Svc. Wkr.	Food Svcs.	December 18, 2012	June 13, 2013	13/5	
Sanchez, Cesar	Fd. Svc. Spvr. Inter.	Food Svcs.	March 15, 2013	June 13, 2013	27/1	
Torres, Maurilio	Tree Trimmer	Bldg. Svcs.	February 25, 2013	June 28, 2013	29/6	
Velez, Esperanza	Sr. Fd. Svc. Wkr.	Food Svcs.	February 7, 2013	June 13, 2013	13/6	
ACTIVITY SUPERVISORS	SOKS					
De La Torre, Crystal	Activity Supervisor	Jefferson	March 15, 2013			
Mendoza De La O,						
Gabriela	Activity Supervisor	Davis	March 4, 2013			
Rodriguez, Nerida	Activity Supervisor	Jackson	March 12, 2013			
Rodriguez, Sandra	Activity Supervisor	Jackson	March 12, 2013			
HOURLY APPOINTMENT	MENT					
Tapia, Claudia	Instr. Provider	Spurgeon	March 7, 2013			
	HILA A SANTA MANAGAMINA MANAGAMIN					
SUBSTITUTES						
Asker, Hebatalla	Instr. Asst. (SLPA)		March 14, 2013		19/1	
	(				+ - / +	

### Personnel Calendar

Board Meeting - March 26, 2013

CITIONE STREET STREET	Ŋ	CITIE	TEE DATE	END DATE	CALADV	COMMENTS
INTER		SIIE	DEF. DATE	area ava	SALAMI	COMMENTS
SUBSTITUTES						
			The state of the s			and control and co
Flores, Stephanie	Instructional Asst.		March 4, 2013		19/1	
Garcia, Dianna	Fd. Svc.Wkr.		March 4, 2013		11/1	And the second of the second o
Mohr, James	Instructional Asst.		March 4, 2013	-	19/1	
ATHLETIC SPECIALIST	TSI					
Alaman Jr., Alvin	Asst. Track	Godinez	February 18, 2013			
Alcala, Jorge	Asst. Track	Godinez	February 18, 2013			
Alvarado, Frank	Head Coach Track	Segerstrom	February 18, 2013			
Arkyns, James	Assistant Tennis	Segerstrom	February 18, 2013			
	Head Coach					
Berumen, Lino	Volleyball	Santa Ana	February 18, 2013	A DESCRIPTION OF THE PROPERTY		
Buenrostro Jr.,						.,
Enrique	Head Coach Baseball	Santa Ana	February 11, 2013			
Camarda, Blaire	Asst. Track	Santa Ana	February 18, 2013			
Cruz, Joel	Head Coach Track	Santa Ana	February 18, 2013			
Cruz, Maer	Asst. Swimming	Santa Ana	February 18, 2013			
Fredericksen, Tim	Asst. Swimming	Segerstrom	February 18, 2013			
Fulford, Tracy	Asst. Track	Segerstrom	February 18, 2013			
Garcia, Esteban	Asst. Baseball	Santa Ana	February 11, 2013			
Garcia, Juan	Asst. Baseball	Godinez	February 11, 2013			
	Head Coach					
Heiland, Danielle	Swimming	Santa Ana	February 18, 2013			
Heiland, Danielle	Asst. Swimming	Santa Ana	February 18, 2013			
Macias, Alfredo	Asst. Football	Segerstrom	May 27, 2013			
Na California de Caracteria de						

Personnel Calendar

Board Meeting - March 26, 2013

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NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
			The state of the s			
ATHLETIC SPECIALIST (Continuation)	LIST (Continuation)					
71 -11	A . X7 11 1 11					
Mamaradio, Fracy	Asst. volleyball	Segerstrom	February 18, 2013			
Medina, Abel	Asst. Baseball	Godinez	February 11, 2013			
Medina, Edward	Head Coach Baseball Godinez	Godinez	February 11, 2013			
Medina, Thomas	Asst. Volleyball	Segerstrom	February 18, 2013			
Muñoz, Gail	Asst. Track	Santa Ana	February 18, 2013			
Muratalla, Juan	Asst. Baseball	Santa Ana	February 11, 2013		A PARTICULAR DE LA CALLANTA DE LA CA	
Nava, Carlos	Asst. Track	Santa Ana	February 18, 2013			
Nava, Imelda	Asst. Track	Segerstrom	February 18, 2013	AND THE REAL PROPERTY AND ADDRESS AND ADDR		
Newton, Arlene	Assistant Softball	Segerstrom	February 11, 2013	-		
Oviedo, Phillip	Asst. Football	Santa Ana	May 27, 2013			
Parga, Clarissa	Asst. Softball	Godinez	February 11, 2013			
Ramirez, Erasmo	Head Coach Baseball Segerstrom	Segerstrom	February 11, 2013			
Ramirez, John	Asst. Softball	Santa Ana	February 11, 2013			
Salcido Sales Jr.,						
Carlos	Asst. Baseball	Segerstrom	February 13, 2013		and a second and a second	
Sanchez, Enrique	Asst. Football	Santa Ana	May 27, 2013			TO THE PROPERTY OF THE PROPERT
Silvas, Alexis	Asst. Track	Godinez	February 18, 2013			
Silvas, Alfonso	Asst. Track	Segerstrom	February 18, 2013			
Sok, Johnny	Asst. Softball	Godinez	February 11, 2013			
	Head Coach					
Stack, David	Swimming	Segerstrom	February 18, 2013		***************************************	
Vallejo, Jose	Asst. Baseball	Segerstrom	February 11, 2013			
Vasconcellos, Brian	Asst. Football	Santa Ana	May 27, 2013			
Villegas, Sergio	Asst. Baseball	Santa Ana	February 11, 2013			

### AGENDA ITEMS REQUESTS CLASSIFIED 2012-13

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED EFFECTIVE	FECTIVE
2012-13 After School Grades 6-8 Intramural	Office of Cassiel	A CEC A Box Cohool		
VI) - Classified		Program	\$10,052 April 22, 2013	il 22, 2013
	Godinez Fundamental High	AVID Grant -		
AVID Tutors	School	UNITED WAY	\$2,392 March 27, 2013	ch 27, 2013
				AND THE RESIDENCE OF THE PARK AND THE PARK A
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Board Meeting March 26, 2013

### AGENDA ITEM BACKUP SHEET March26, 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

### **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