

*Santa Ana Unified School District
Board of Education*

Board Meeting Agenda

**Tuesday, July 23, 2013
6:00 p.m.**

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



**Rob Richardson
Vice President**

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

**Charles E. McCully
Interim
Superintendent**

**John Palacio
Member**

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

**Cecilia "Ceci" Iglesias
Member**

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

Mission Statement

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

BOARD OF EDUCATION MEETING INFORMATION

Role of the Board

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

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

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

Board Meeting Documentation

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

Public Comments at Board Meetings

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

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

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

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

Televised Meeting Schedule

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

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

BOARD OF EDUCATION
REGULAR MEETING

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

TUESDAY
July 23, 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

SUPERINTENDENT'S REPORT

- Announcements/Awards Received

PRESENTATIONS

- Summarized Data of Williams Settlement Fourth Quarterly Report
- Common Core State Standards Implementation Update
- Santa Ana Unified School District Strategic Plan
- Budget and Attendance Update
- Facilities Update

PUBLIC PRESENTATIONS (Pursuant to Government Code 54954.3)

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

1.0 APPROVAL OF CONSENT CALENDAR

- 1.1 Approval of Minutes of Regular Board Meeting - June 25, 2013
- 1.2 Approval of Head Start Corrective Action Plan for Period 2, March 1 through April 30, 2013
- 1.3 Approval of Contract for Head Start Funding for 2013-14 Program Year
- 1.4 Approval of Third Assessment Child Outcomes and School Readiness Action Plan for 2013-14 Program Year
- 1.5 Approval of Agreement with Intel-Assess, Inc., for Development and Creation of Assessments for 2013-14 School Year
- 1.6 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
- 1.7 Approval of Language Revision to Physical Education Course of Study 1 and 2
- 1.8 Ratification of Payment and Reimbursement of Costs Incurred for Designated Instructional Services for Students with Disabilities for 2012-13 and 2013-14 School Years
- 1.9 Ratification of Master Contracts and/or Individual Service Agreements with Nonpublic Schools and Agencies for Students with Disabilities for 2012-13 School Year
- 1.10 Approval of Agreement with Kern County Superintendent of Schools to Evaluate AmeriCorps Program for 2013-14 School Year
- 1.11 Approval of Amended Memorandum of Understanding with Kids Vision for Life - Orange County
- 1.12 Ratification of Agreement with Orange County Superintendent of Schools, Region 9 Local Educational Consortium for Administration of Medi-Cal Administrative Activities
- 1.13 Ratification of Purchase Order Summary and Listing of Orders \$25,000 and Over for Period of June 12, 2013 through July 9, 2013
- 1.14 Ratification of Expenditure Summary and Warrant Listing for Period of June 12, 2013 through July 9, 2013
- 1.15 Approval/Ratification of Listing of Agreements/Contracts with Santa Ana Unified School District and Various Consultants Submitted for Period of June 12, 2013 through July 9, 2013

- 1.16 Approval of Rejection of Government Code §910 and §910.2 Claim Against Santa Ana Unified School District – File No. 13-10641 DP
- 1.17 Authorization to Renew Letter of Agency for Participation in E-rate Consortium for K-12 High Speed Network for Period of July 1, 2014 through June 30, 2017
- 1.18 Authorization to Extend Contract for Purchase and Installation of Audio Visual Systems at Various E-rate Qualified Sites at 88% with Federal Communications Commission E-rate Funding, with Digital Networks Group, Inc., for E-rate Year 14
- 1.19 Authorization to Extend Contract for Purchase and Installation of Audio Visual Systems at Various E-rate Qualified Sites at 90% with Federal Communications Commission E-rate Funding, with Digital Networks Group, Inc., for E-rate Year 14
- 1.20 Authorization to Extend Contract for Purchase and Installation of Major Network Equipment, Wireless and Installation of Structured Cabling System at Various E-rate Qualified Sites at 88% with Federal Communications Commission E-rate Funding, with NexusIS for E-rate Year 14
- 1.21 Authorization to Extend Contract for Purchase and Installation of Major Network Equipment, Wireless and Installation of Structured Cabling System at Various E-rate Qualified Sites at 90% with Federal Communications Commission E-rate Funding, with NexusIS for E-rate Year 14
- 1.22 Authorization to Extend Contract for Purchase and Installation of Major Network Equipment, Wireless and Installation of Structured Cabling System at Various E-rate Qualified Sites at 90% with Federal Communications Commission E-rate Funding, with AT&T for E-rate Year 15
- 1.23 Adoption of Resolution No. 13/14-2979 - Revision of Authorized Signatories
- 1.24 Authorization to Utilize Fontana Unified School District Contract with Driftwood Dairy for Purchase of Dairy and Juice Products District-wide
- 1.25 Approval of Substitute Subcontractor for Bid Package No. 12 General Construction – Abatement at Greenville Fundamental Elementary School Under Modernization Program
- 1.26 Approval of Substitute Subcontractor for Bid Package No. 12 General Construction – Plumbing at Greenville Fundamental Elementary School Under Modernization Program
- 1.27 Authorization to Award Contract for Replacement of Central Plant – Heating, Ventilation, and Air Conditioning System at Heninger Elementary School
- 1.28 Authorization to Reject all Bids and Rebid Energy Efficient Related Projects for Air Conditioning Replacement at Harvey and Kennedy Elementary Schools

- 1.29 Authorization to Obtain Bids for Replacement of Fencing at Pio Pico Elementary School
- 1.30 Authorization to Utilize Palo Verde Unified School District Contract with Tandus Flooring, Inc., for Purchase of Carpet and Flooring Products District-wide
- 1.31 Authorization to Complete Maintenance Repairs to Existing Fascia on Parapet Wall at District Office
- 1.32 Authorization to Purchase Replacement Multi-Zone Heating, Ventilation, and Air Conditioning Unit for District Office Second Floor
- 1.33 Adoption of Resolution No. 13/14-2976 – Acceptance of Grant Deed and Authorization to Grant Easement on a Portion of Mendez Fundamental Intermediate School
- 1.34 Adoption of Resolution No. 13/14-2977– Acceptance of Quitclaim Deed of a Powerline Easement Located on a Portion of Grant Site

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 Adoption of Intermediate Common Core Math 8 Course
- 4.0 Approval of Agreement with Apex Learning for Digital Curriculum and Services
- 5.0 Adoption of Resolution No. 13/14-2974 – Establish Temporary Interfund Transfers
- 6.0 Adoption of Resolution No. 13/14-2975 – Authorization to Transfer Funds from Redevelopment Fund to Building Fund
- 7.0 Authorization to Award Contract for Purchase of Bread Products for Food Services to Gold Star Foods, Inc.
- 8.0 Action on Request for Renewal of Edward B. Cole, Sr. Academy Charter Petition for Term July 1, 2013 through June 30, 2018, Including Adoption of Resolution No. 13/14-2973 Effectuating that Action
- 9.0 Approval of Facilities Agreement with Edward B. Cole, Sr. Academy Charter School
- 10.0 Acknowledgement of Receipt of Magnolia Science Academy Santa Ana Charter Petition

- 11.0 Acceptance of Grant Award from California Wellness Foundation for Muir Fundamental Elementary School
- 12.0 Approval of Emergency Contract to Abate Hazardous Materials Inside Gymnasium Area at Valley High School
- 13.0 Approval of Personnel Calendar
- 14.0 Approval of Santa Ana Unified School District Strategic Plan
- 15.0 Board 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/RESIGNATION/RELEASE

PUBLIC EMPLOYEE CONTRACT – (Superintendent Search)

- 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, SASPOA
Bargaining Units
Mr. Mark A. McKinney,
District Negotiator

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

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

ADJOURNMENT

FUTURE MEETING - The next Regular Meeting of the Board of Education will be held on Tuesday, August 27, 2013, at 6:00 p.m.

AGENDA ITEM BACKUP SHEET

July 23, 2013

Board Meeting

TITLE: Summarized Data of Williams Settlement Fourth Quarterly Report

ITEM: Presentation

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 for the Board to review quarterly information on the Williams Settlement Legislation. In order to meet the Williams Settlement Uniform Complaint Reporting requirements per Education Code Section 35186(d), staff is required to report summarized data on the nature and resolution of all complaints on a quarterly basis to the County Superintendent of Schools and the Governing Board of the school district. The complaints and written responses shall be available as public records.

RATIONALE:

Attached is a chart summarizing the fourth quarterly-reported complaints for Santa Ana Unified School District beginning on April 1, 2013, and ending on June 30, 2013. The quarterly report form is due to Orange County Department of Education on July 31, 2013.

FUNDING:

Not Applicable

RECOMMENDATION:

Presented for information.

DM:eh *DM*



2012-2013 Quarterly Report on Williams Uniform Complaints (Required by Education Code Section 35186)

District: _____

Person completing this form: _____

Title: _____

- Quarter #1 July 1 to September 30, 2012 **Report due by October 31, 2012**
- Quarter #2 October 1 to December 31, 2012 **Report due by January 31, 2013**
- Quarter #3 January 1 to March 31, 2013 **Report due by April 30, 2013**
- Quarter #4 April 1 to June 30, 2013 **Report due by July 31, 2013**

Date information will be reported publicly at governing board meeting: _____

Please check the box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials			
Teacher Vacancies or Misassignments			
Facility Conditions			
CAHSEE Intensive Instruction & Services (High school districts only)			
TOTALS			

Print name of Superintendent: _____

Signature of Superintendent: _____

Date: _____

Please submit to:

Suzie Strolecki
Senior Administrative Assistant
200 Kalmus Drive, B-1009
P.O. Box 9050, Costa Mesa, CA 92628-9050
(714) 966-4336 or fax to: (714) 549-2657

AGENDA ITEM BACKUP SHEET
July 23, 2013

Board Meeting

TITLE: Common Core State Standards Implementation Update

ITEM: Presentation

SUBMITTED BY: Michelle Rodriguez, Ed.D., Chief Academic Officer

PREPARED BY: Michelle Rodriguez, Ed.D., Chief Academic Officer

BACKGROUND INFORMATION:

The purpose of this agenda item is to present to the Board an update on the Common Core State Standards (CCSS) as administration plans the major phases and activities in the implementation for the 2013-14 school year. Staff will provide support for implementation of the CCSS through K-12 area articulation meetings, feedback through the Common Core Task Force and Steering Committee, implementation of units of study, teacher leader support and training, and transition of assessments to mirror Smarter Balanced Assessment.

The CCSS will continue to be a standard topic for future Board meetings to provide continued updates to the Board.

RATIONALE:

The CCSS defines the knowledge, concepts, and skills students should acquire at each grade level. The CCSS were developed through a State-led initiative to establish consistent, clear education standards for English-language arts and mathematics across the nation. The CCSS are designed to prepare students for success in college and careers not only in the nation, but in the competitive global economy.

FUNDING:

Not Applicable

RECOMMENDATION:

Presented for information.



Common Core State Standards Implementation Update

Charles E. McCully, Interim Superintendent
Michelle Rodriguez, Ed.D., Chief Academic Officer
July 23, 2013

Getting to the Core

Superior Standards

Supportive School Climate

Successful Students

Presentation Highlights



- Review 2012-13 Common Core State Standards (CCSS) Implementation
 - Work with National Partners
 - Focus on Instructional Shifts
 - Development of English Learner Theoretical Framework
 - Support for Students with Disabilities
- Feedback on K-12 Spring Units of Study
- Review 2013-14 CCSS Implementation
- Review Assessment Transition Plan
- Standards Comparison—How are the new CCSS different than the CA 1997 Standards?
- Discuss Math Transition Plan
- Review Parent Resources
- Review CORE Waiver Process

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Elevator Speech on Common Core Implementation



“Common Core is an exciting opportunity to **revolutionize our instructional practices** in order to empower teachers and students to succeed in a rapidly changing world that **required independence and creativity.**”

Common Core gives a clear understanding for what students are expected to know for the **real world** and will **prepare** our students to be **college and career ready.**”

Getting to the Core

SAUSD Common Core Task Force

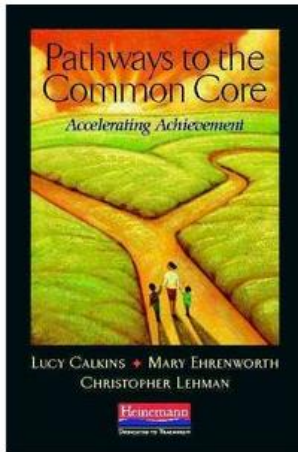


Superior Standards

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Successful Students

Learning from our National Partners



BALTIMORE CITY
PUBLIC SCHOOLS

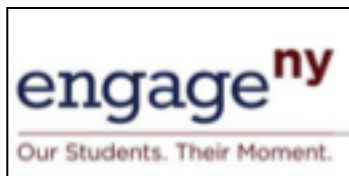


David Foster
Silicon Valley Mathematics
Initiative
www.svmimac.org



QUALITY TEACHING for English Learners®

Getting to the Core



STANFORD UNIVERSITY

Understanding Language

Language, Literacy, and Learning in the Content Areas

assembled by
**Student
Achievement
Partners**



Council of the Great City Schools
The Nation's Voice for Urban Education

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Common Core Shifts for ELA/Literacy

1. **Building knowledge** through **content-rich nonfiction**
2. Reading, writing and speaking grounded in **evidence from text**, both literary and informational
3. Regular practice with **complex text** and its **academic language**

Common Core Shifts for Mathematics

1. **Focus** strongly where the Standards focus
2. **Coherence: Think** across grades, and **link** to major topics within grades
3. **Rigor:** In major topics, pursue **conceptual understanding**, procedural skill and **fluency**, and **application**

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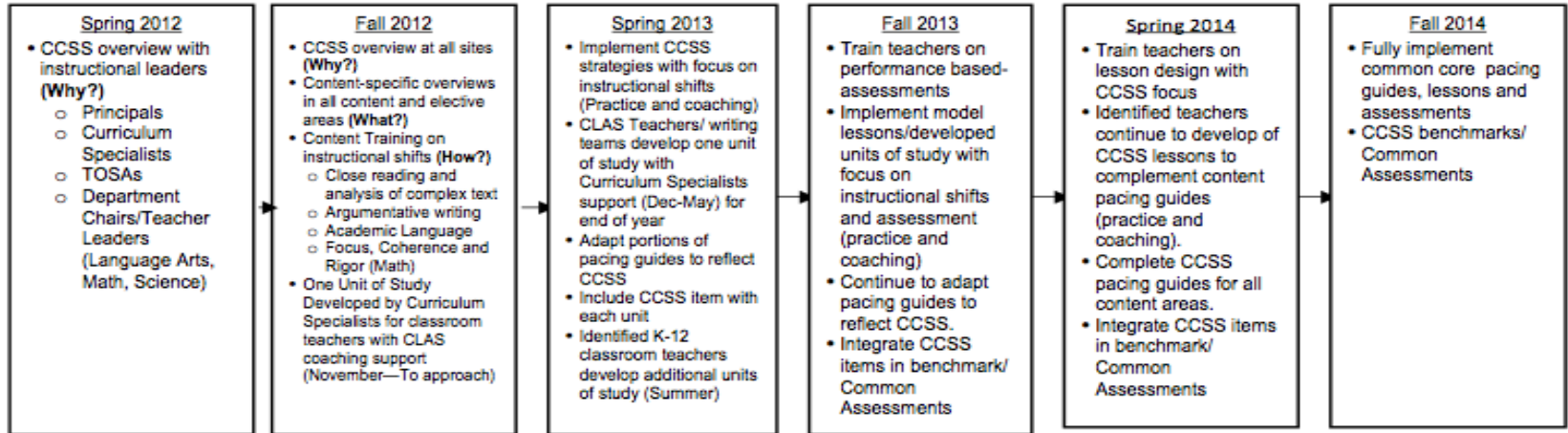
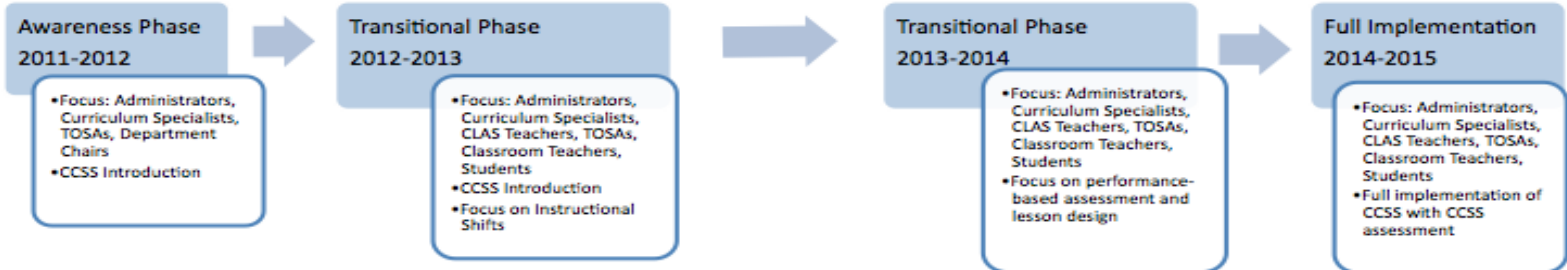


Four Year Implementation Plan



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

SAUSD Common Core State Standards (CCSS) Transition Plan



Getting to the Core

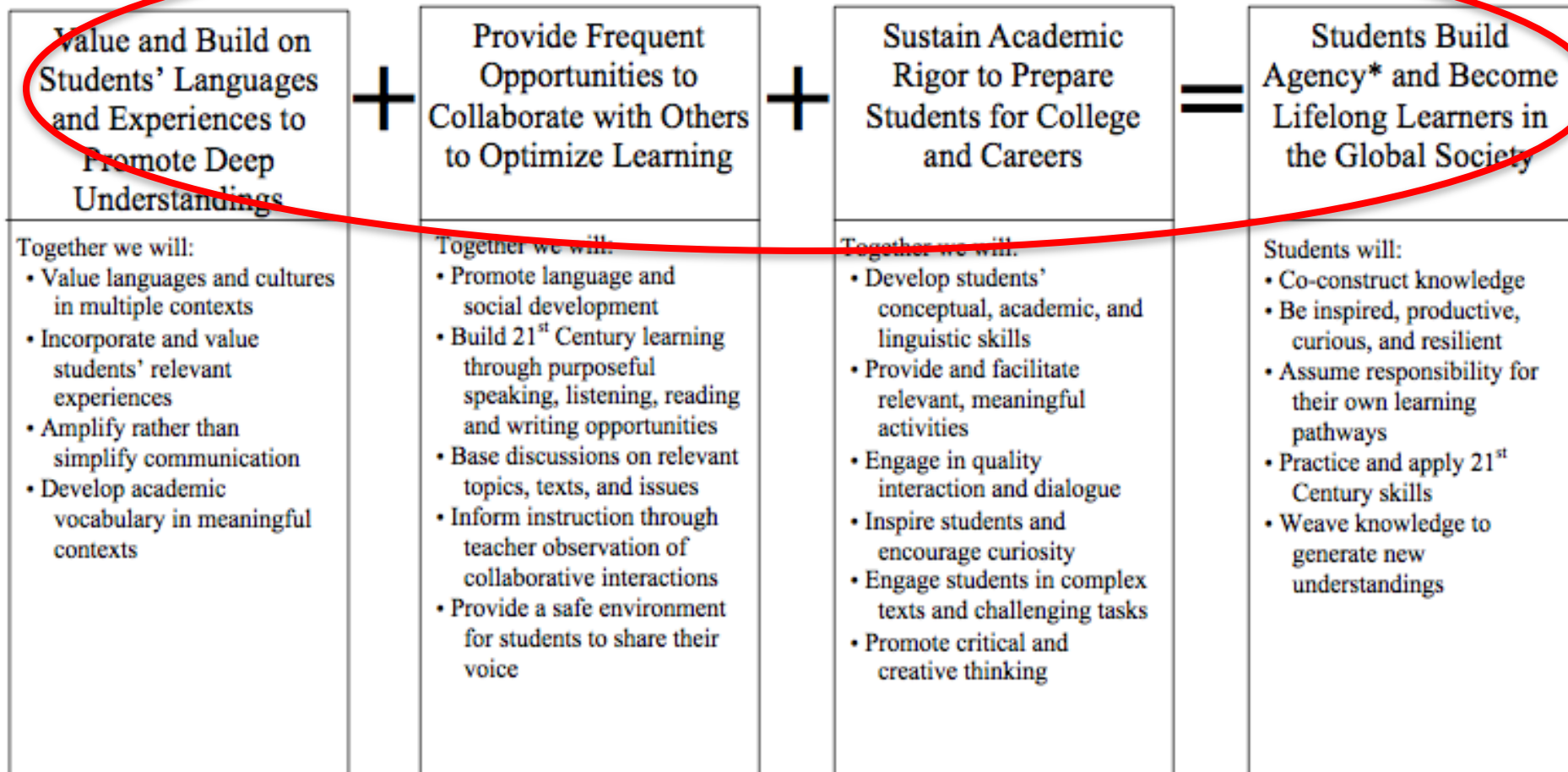
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SAUSD's Theoretical Framework for Common Core Implementation

Theory of Action: By establishing and applying a coherent K-12 theoretical foundation for pedagogical practices, we will provide meaningful interactions and consistent intellectual rigor that supports all students, including English Learners, to be college and career ready and well versed in 21st Century Skills.



Sources Referenced: Walqui, A & van Lier, V, Scaffolding the Academic Success of Adolescent English Language Learners, (2010), Walqui, A., Scaffolding Instruction for English Language Learners: A Conceptual Framework, (2006), Wong, L., What Does Text Complexity Mean for English Learners and Language Minority Students (2011)

*Active involvement and the development of autonomy



English Learner Support in CCSS Units of Study
Provide Frequent Opportunities to Collaborate with Others to Optimize Learning



- Example from High School Biology unit
- Sentence starters support classroom discussion
- Supports students in citing evidence from text
- Teaches academic language within a context

Getting to the Core

What I can do	What I can say
I am going to think about what the selected text may mean.	I'm not sure what this is about, but I think it may mean...
	This part is tricky, but I think it means...
	After rereading this part, I think it may mean...
I am going to summarize my understanding so far.	What I understand about this reading so far is...
	I can summarize this part by saying...
	The main points of this section are...
I am going to use my prior knowledge to help me understand.	I know something about this from...
	I have read or heard about this when...
	I don't understand the section, but I do recognize...
I am going to apply related concepts and/or readings.	One reading/idea I have encountered before that relates to this is..
	We learned about this idea/concept when we studied...
	This concept/idea is related to...

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English Learner Support in CCSS Units of Study
***Sustain Academic Rigor to Prepare Students for
 College and Careers***



Getting to the Core

- Example from 9th and 10th grade ELA unit
- Supports the integration of reading and writing
- Quick write requires students to develop a claim and provide at least two pieces of evidence to support claim
- Student produce digital presentation to explain thinking
- Students use rubric to evaluate digital presentation

P.L. #G

QuickWrite – Prompt

In a 5 – 7 sentence paragraph, provide an argument for or against Neo’s decision to embrace conflict. What would you do in this difficult situation? Make sure to include a claim, provide at least two pieces of evidence, and explain how your evidence supports your claim.

P.L. #I

***Use this rubric with the Quickwrite and the Digital Presentation**

Appearance and Content Rubric for: Argumentative Digital Presentation

Teacher Name: _____

Student Name: _____

CATEGORY	4	3	2	1
Claim & Counterclaim	Thoroughly addresses all parts of the prompt. Includes at least 3 clear and specific claims based on textual evidence. Counterclaim is presented and clearly refuted.	Adequately addresses all parts of the prompt. Includes less than 3 specific claims based on textual evidence. Counterclaim is presented and somewhat refuted.	Does not address all parts of the prompt. Claims may be lacking, may not be strong, or are not based on evidence. Counterclaim may be weak or missing.	Does not address all parts of the prompt. Does not include any claims. No counterclaim is given.
Evidence & Citations	Evidence is thoroughly and clearly explained. Proper citation is given for each piece of evidence.	Evidence is clearly explained. Proper citation is given for most pieces of evidence.	Evidence is not clearly explained. Citations are lacking for most pieces of evidence.	Explanation of evidence is short, missing, or may be awkward. No citations are given.
Style & Conventions	Presentation has no misspellings or grammatical errors. Sentences are clear, concise, and varied.	Presentation has 1-2 misspellings, but no grammatical errors. Most sentences are clear and show variety.	Presentation has 1-2 grammatical errors and few misspellings. Sentences may be awkward or unclear.	Presentation has more than 2 grammatical and/or spelling errors. Sentences are very awkward.
Presentation & Organization	All graphics are attractive (size and colors) and support the theme/content of the presentation. Must include 5-10 slides.	A few graphics are not attractive but all support the theme/content of the presentation. Still includes 5-10 slides.	All graphics are attractive but a few do not seem to support the theme/content of the presentation. May be under 5 slides.	Several graphics are unattractive AND detract from the content of the presentation. Does not meet minimum requirement of slides.
Multimedia Usage	Presentation includes at least 2 pieces of school-appropriate pictures, videos, or music. Media use enhances presentation.	Presentation includes at least 2 pieces of school-appropriate pictures, videos, or music. Media use follows the flow of presentation.	Media use may distract from presentation.	Media may be lacking.

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Supports for Students with Disabilities



Getting to the Core

- **Instructional Supports** for learning-based on the principles of Universal Design for Learning (UDL) which fosters student engagement by presenting information in multiple ways
- **Instructional accommodations-** changes in materials or procedures- which do not change the standards, but allow students to learn within the framework of the Common Core
- **Assistive technology** devices and services to ensure access to the general education curriculum and the Common Core State Standards

- **Development of Appendices for students with disabilities**, a majority of whom are English learners, which include:
 - *Additional Lessons*
 - Accommodations and Modifications to Lessons
 - Companion Text
 - Assistive Technology
 - IEP development and alignment
 - Resources

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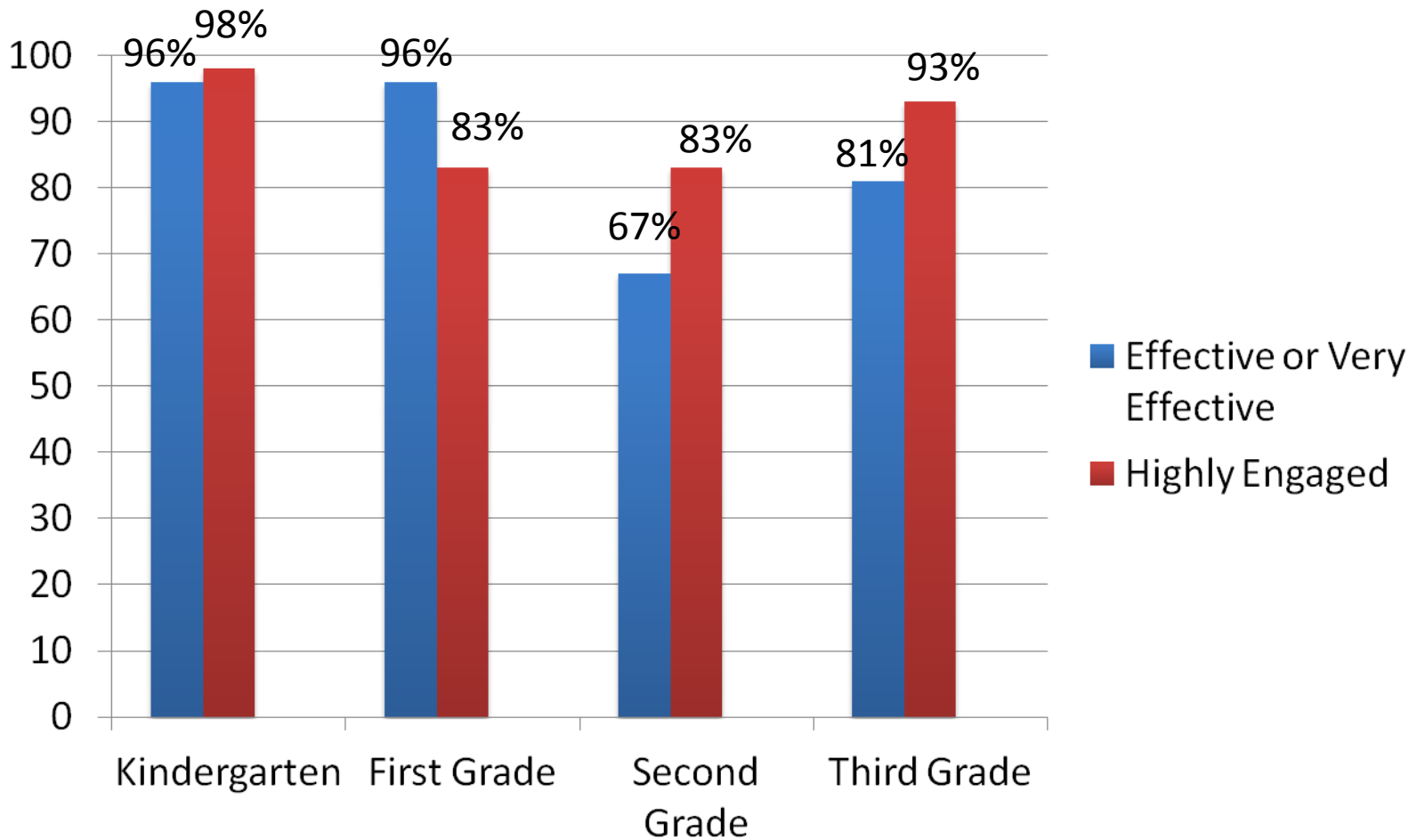
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Feedback on Elementary Spring Units of Study



Getting to the Core



Superior Standards

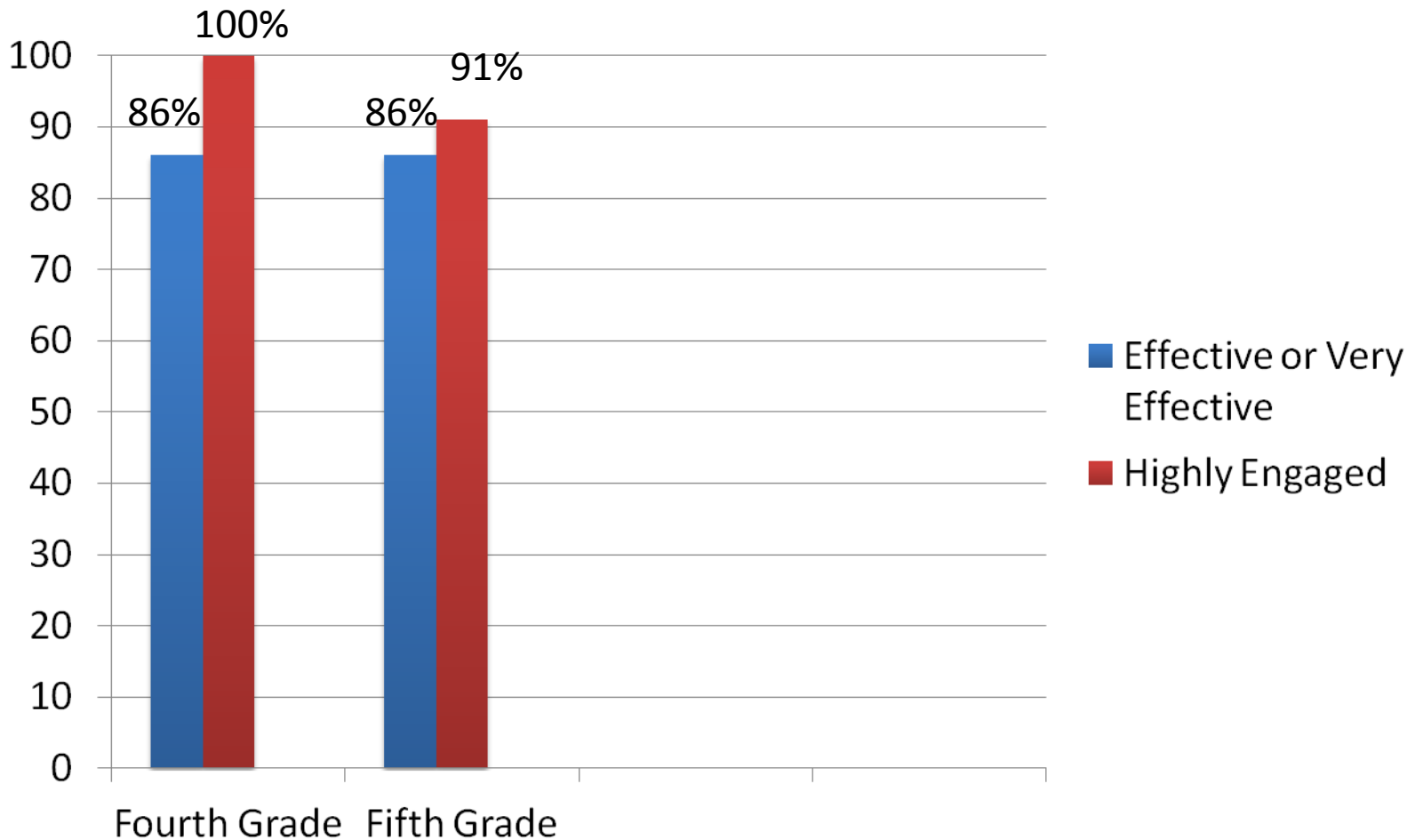
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Feedback on Elementary Spring Units of Study



Getting to the Core



Superior Standards

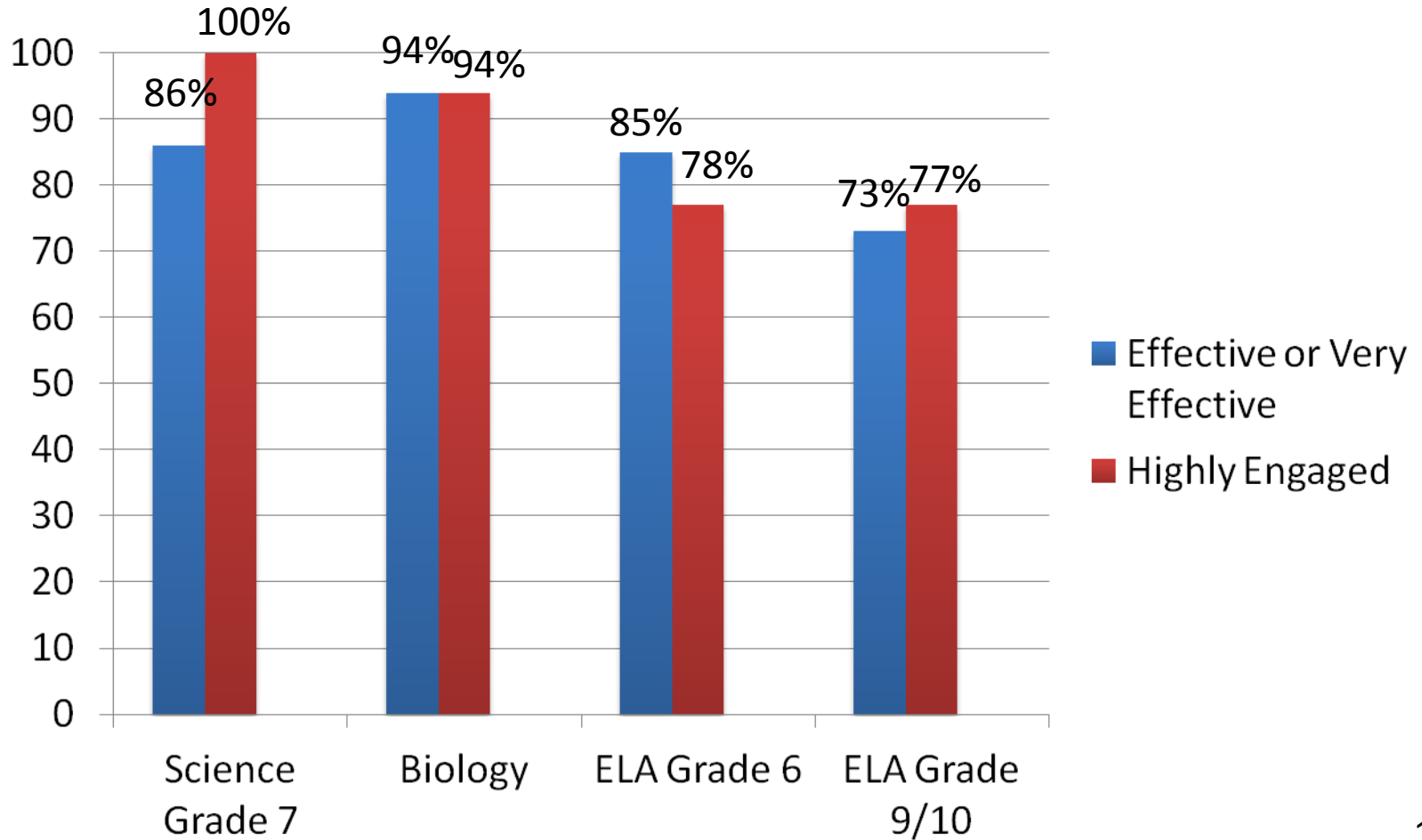
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Feedback on Secondary Spring Units of Study



Getting to the Core



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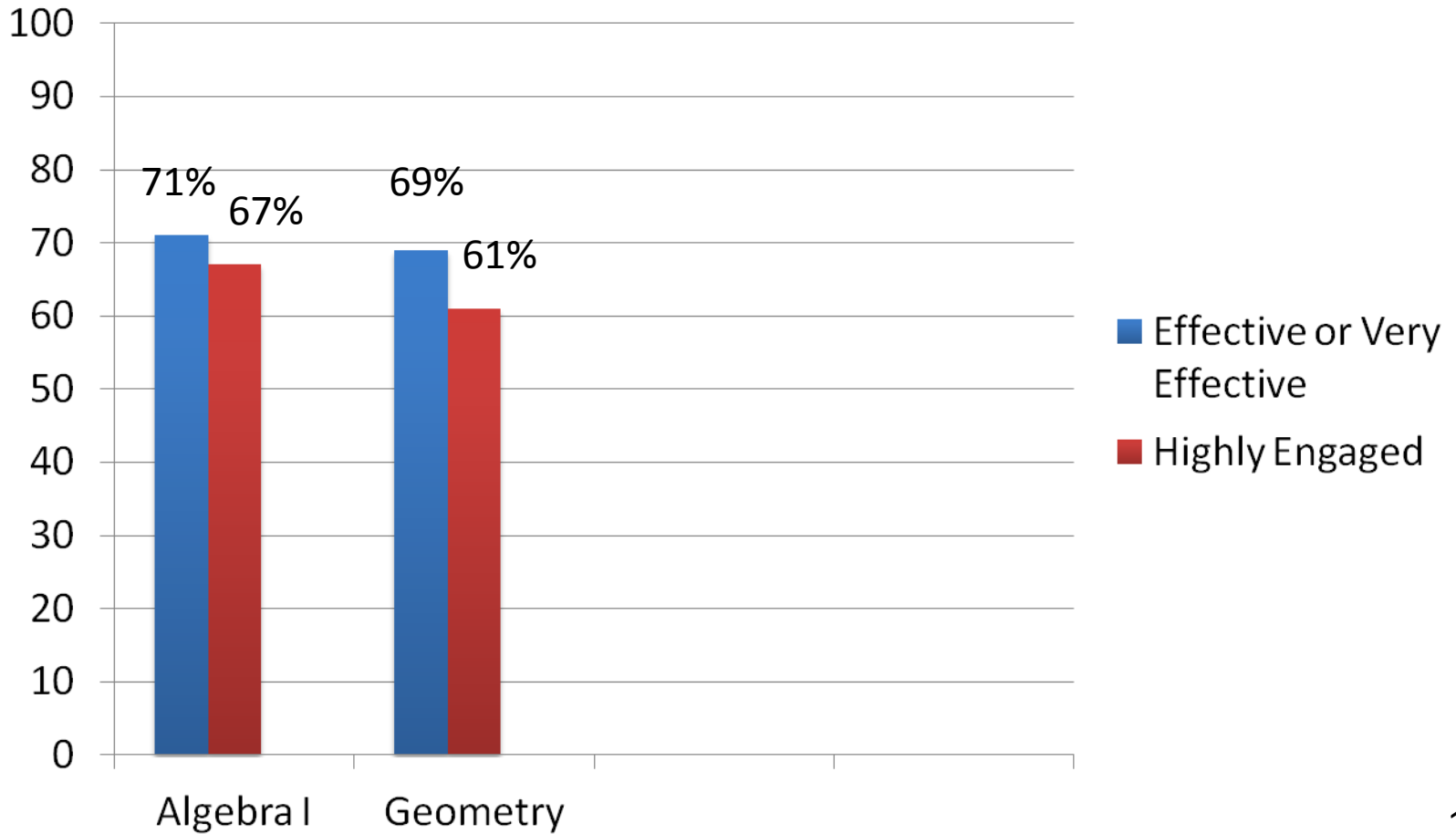
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Successful Students

Feedback on Secondary Spring Units of Study



Getting to the Core



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2013-14 Implementation Plan



Theilma Meléndez de Santa Ana, Ph.D.
Superintendent of Schools

SAUSD's 2013-2014 Common Core Implementation

Draft
5/21/13

K-12 Foundation

Summer 2013:
Writing teams will develop additional units of study with Spec Ed addendums and curriculum maps in identified courses

CCSS Math Institute for Grades 4 & 7

August 2013:
CLAS teachers will introduce Collaborative Conversations Professional Learning Module #2 to K-12 staff

Sept 2013- Jan 2014:
Grade Level Leaders and Department Chairs will provide input on changes to District-wide assessments to mirror SBAC

Sept 2013- June 2014:
All K-12 Staff will complete all six activities in Collaborative Conversations Professional Learning Module

Sept 2013- June 2014:
CLAS teachers will provide job embedded coaching and support

Elementary

Oct-Dec 2013:
K-3: Train and implement revised Fall Common Core Unit of Study

4-5: Train and implement revised Fall Common Core Unit of Study

Dec 2013-June 2014:
Integrate Grades 3-5 Basal Alignment Project to implement OCR selections with text-dependent questions and development of academic language (Tier II and Tier III words)

Feb-March 2014:
Train and implement unit of study developed by summer writing teams
Full day training on unit of study with time built in for grade level/course level collaboration

May-June 2014:
K-3: Implement revised Spring Common Core Unit of Study

4-5: Implement revised Spring Common Core Unit of Study

Secondary

Semester One:
Implement unit of study developed by summer writing teams

Dec 2013-May 2014:
Establish key strategies and elements of CCSS to use in both core and non-core classrooms. Key strategies will be determined by individual departments

Dec 2013-June 2014:
Integrate Anthology Alignment Project to implement ELA selections with text-dependent questions and development of academic language (Tier II and Tier III words)

Semester Two:
Implement revised Spring Common Core Units of Study

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Assessment Transition Plan



Getting to the Core

	Current Status 2012-2013	Transition Phase 2013-2014	Aligned SBAC Assessments 2014-2015
Formative	<p>Common assessments developed by individual schools, departments or grade levels with individually created items</p> <p>Use of progress monitoring tools to monitor student progress</p>	<p>Update current common assessments developed at each site. Develop with teacher leaders and/or obtain SBAC aligned, vetted items to be used for 2014-2015 school year</p> <p>Use of progress monitoring tools to monitor student progress</p>	<p>Common assessments developed by individual schools, departments or grade levels from SBAC aligned, vetted item bank</p> <p>Use of progress monitoring tools to monitor student progress</p>
Interim	<p>Benchmarks provided at various times in the school year and intended to be aligned with the pacing guide.</p> <p>Performance based assessments in units of study (1-2 per year)</p> <p>Universal screening in reading grades K-5</p> <p>District-wide writing assessments</p> <p>Assessment of Language Development (Grades K-5 ELs only)</p>	<p>Reduce the number of multiple-choice items on benchmarks and add one extended response item to standards aligned to both CST and CCSS (depending on level of CST testing for 13-14 school year)—2-3 per year at end of semester/trimester</p> <p>Performance based assessments in units of study (2-3 per year) with expectations of technology use such as use of navigational and productivity tools required by SBAC</p> <p>Universal screening in reading Grades K-6 (computer adaptive grades 3-6)</p> <p>District-wide writing assessments linked to texts and tasks</p> <p>Assessment of Language Development (Grades K-5 ELs only)</p>	<p>Interim comprehensive assessments aligned to SBAC and CCSS—2-3 per yr</p> <p>Performance based assessments in units of study (2-3 per year) with expectations of technology use such as use of navigational and productivity tools required by SBAC</p> <p>Universal screening in reading Grades K-5 (computer adaptive grades 3-6)</p> <p>District-wide writing assessments linked to texts and tasks</p> <p>Assessment of Language Development (Grades K-5 ELs only)</p>
Summative	<p>State and Federally required assessments including STAR Assessments (including CST, CAHSEE, 4th and 7th grade writing etc.), and CELDT</p>	<p>State and Federally required assessments including STAR Assessments (including CST, CAHSEE, 4th and 7th grade writing etc.), and CELDT</p> <p>Develop and pilot end of course exams for identified courses</p>	<p>State and Federally required assessments including SBAC and CELDT</p> <p>Administer end of course exams for identified courses</p>

Superior Standards

Supportive School Climate

Successful Students

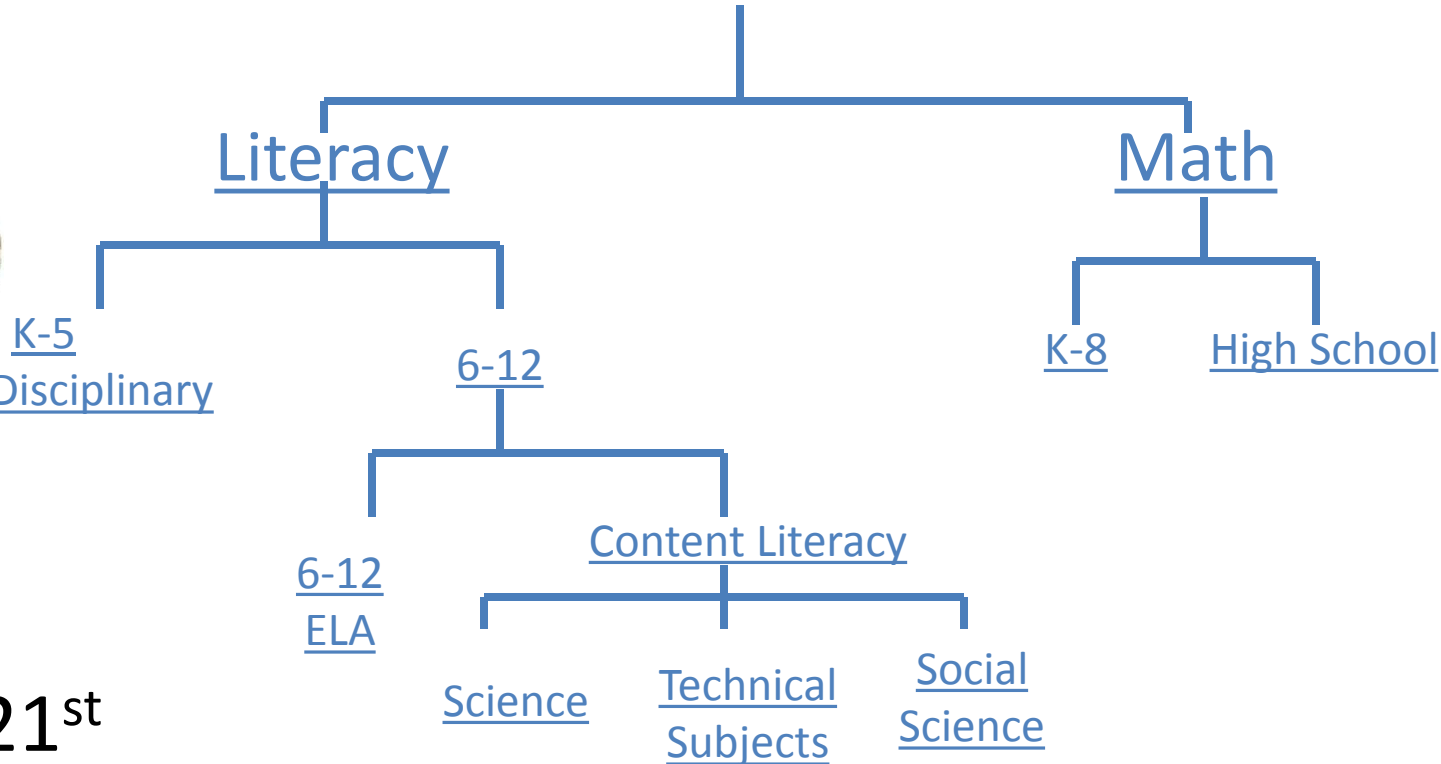


Common Core State Standards Organization



Getting to the Core

21st
Century
Skills



Superior Standards


Supportive School Climate

Successful Students



Current Practice

Common Core



1. Standards spiral and may skip among the grade levels for inconsistent learning

1. Standards form a stair-cased progression of learning linked back to College and Career Anchor Standards

2. Students work independently

2. Students work interdependently in small groups or partnerships with peers

3. Students read a text one time

3. Students read a text multiple times to gain a deeper understanding of text

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Going Deeper in Social Science



Kindergarten

With prompting and support, students **will ask and answer questions** about key details in the text to show understanding that **history relates to events, people and place** of other times

Fifth Grade

Students **will quote accurately from a text** when explaining what the text says explicitly and **draw inferences** to describe the people and events associated with the development of the US Constitution and **analyze the significance** as the foundation of the American republic

Eighth Grade

Students **cite specific textual evidence** to support analysis of **primary and secondary sources** to **analyze the political principles** underlying the US Constitution and compare the enumerated and implied power of the federal government

Eleventh Grade

Students **evaluate authors' differing points of view** on the same historical event to **analyze the significant events** in the founding of the nation and its attempts to realize the philosophy of government described in the Declaration of Independence


Getting to the Core

Superi



Current Practice

Common Core



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Getting to the Core



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Current Practice

Common Core



Getting to the Core

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Getting to the Core



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Current Practice

Common Core



Getting to the Core

4. Importance is placed on learning of facts

4. Importance is placed on applying learning in different contexts

5. Importance is placed on getting the right answer

5. Importance is placed on conceptual understanding and on the process to get a possible answer

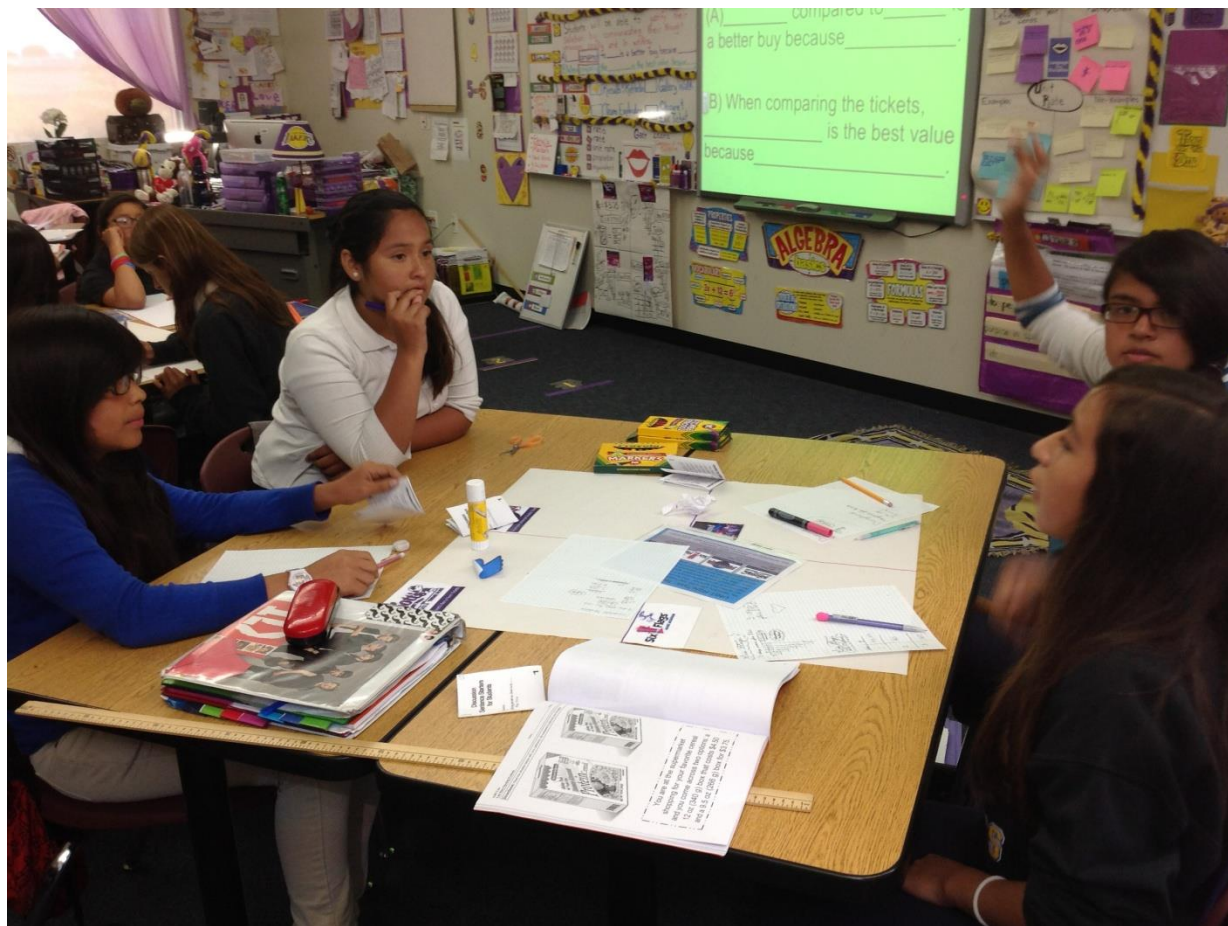
6. Students learn reading and writing skills only during English Language Arts classes

6. Students learn reading and writing skills during all classes including Social Science, Science, and electives

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Getting to the Core

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CCSS Mathematical Practices



Getting to the Core

OVERARCHING HABITS OF MIND

1. Make sense of problems and persevere in solving them
6. Attend to precision

REASONING AND EXPLAINING

2. Reason abstractly and quantitatively
3. Construct viable arguments and critique the reasoning of others

MODELING AND USING TOOLS

4. Model with mathematics
5. Use appropriate tools strategically

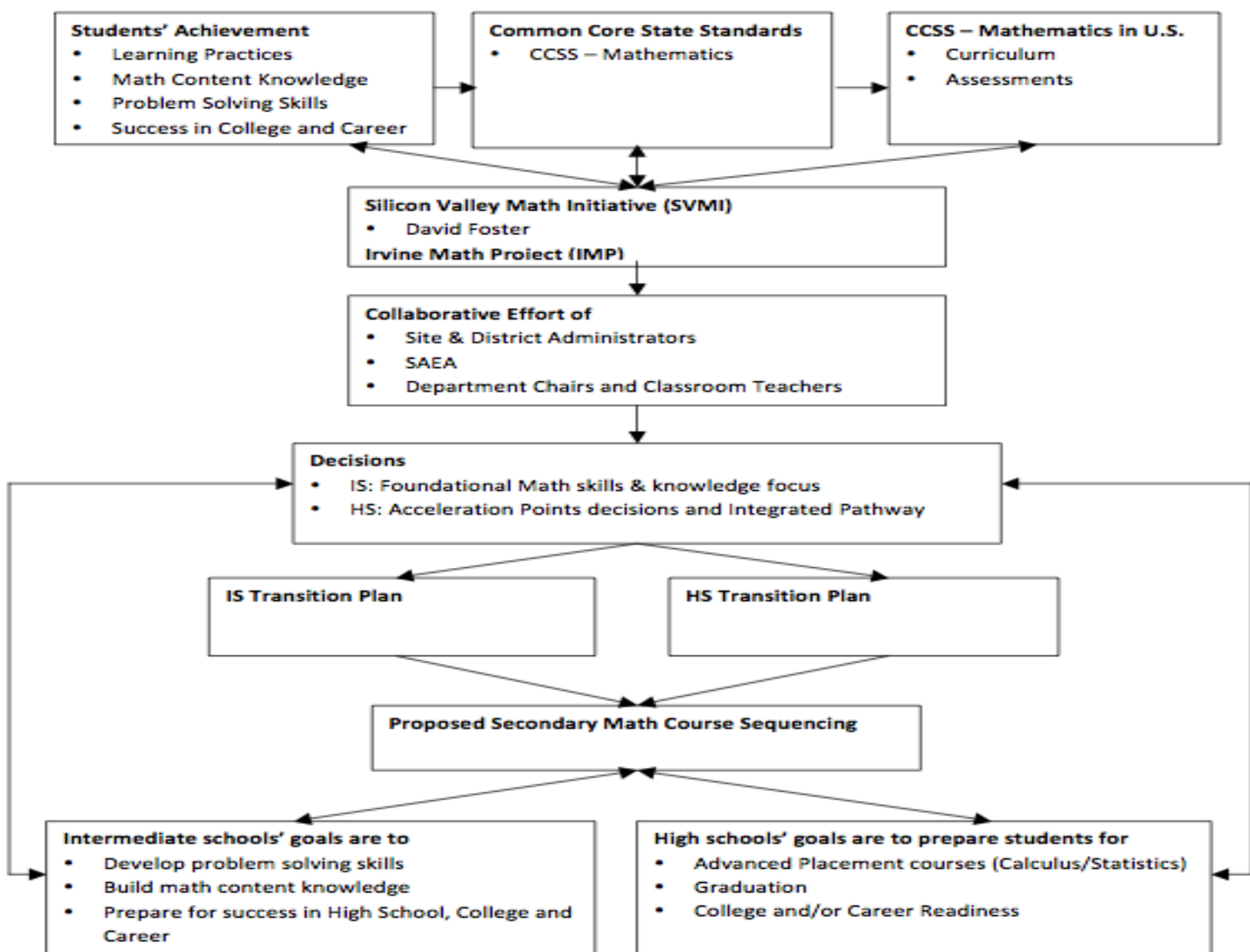
SEEING STRUCTURE AND GENERALIZING

7. Look for and make use of structure
8. Look for and express regularity in repeated reasoning

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Two Mathematics Pathways



Two Regular Sequences:

Traditional Pathway

- ◆ 2 Algebra courses, 1 Geometry course, with Probability and Statistics interwoven

Integrated Pathway

- ◆ 3 courses that attend to Algebra, Geometry, and Probability and Statistics each year

Courses in higher level mathematics: Precalculus, Calculus*, Advanced Statistics, Discrete Mathematics, Advanced Quantitative Reasoning, or courses designed for career technical programs of study.

Algebra II

Geometry

High School Algebra I

Traditional Pathway
Typical in U.S.

Course III

Course II

Course I

Integrated Pathway
Typical outside of U.S.

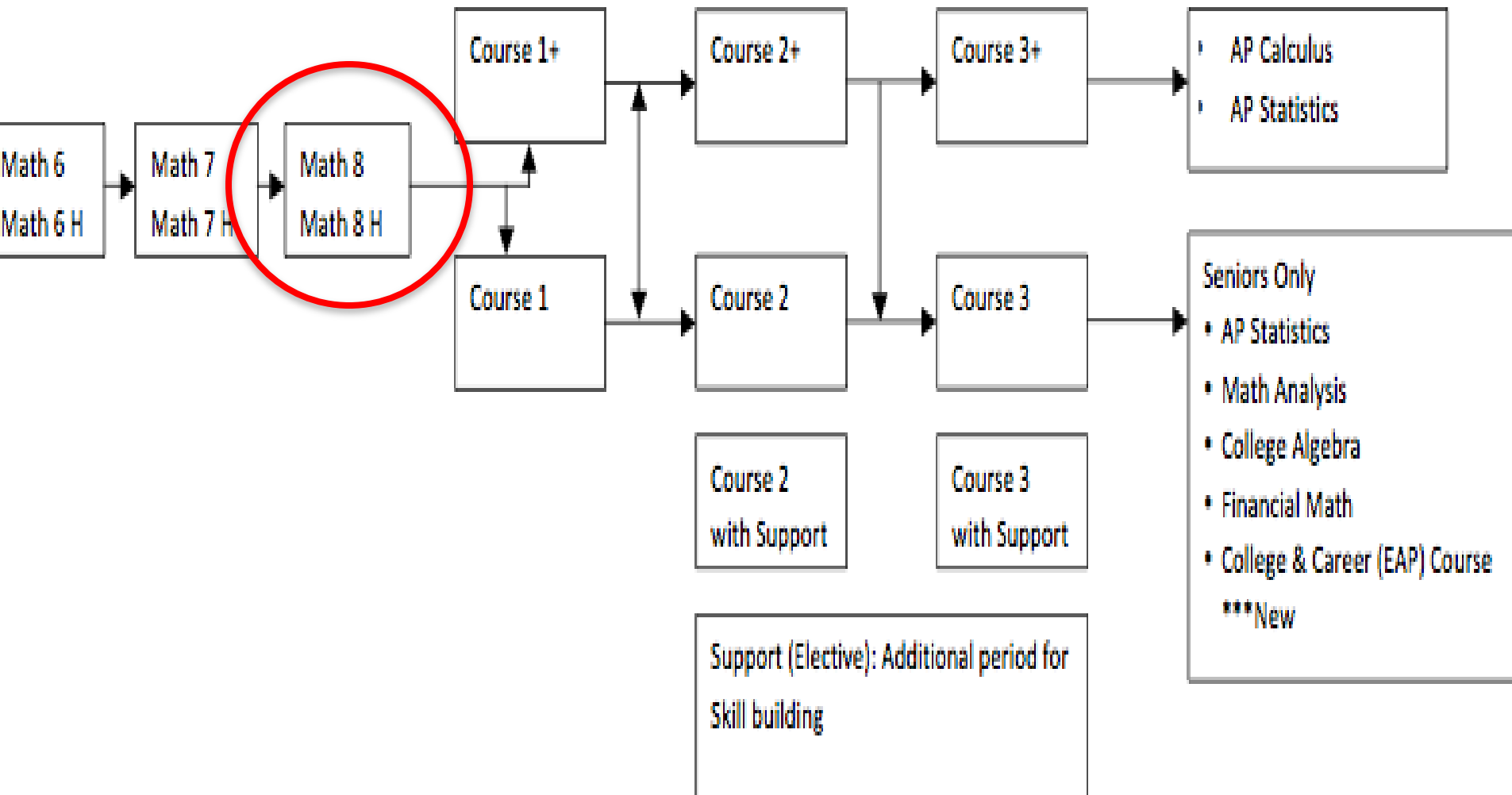
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Proposed Secondary Math Course Sequencing



Parent Professional Development Series



Getting to the Core

- Extension of 2012-13 CCSS Parent Orientations
- Three part series to support parents
 - September 18, 2013
 - November 1, 2013
 - February 26, 2014
- Can be replicated at individual school sites

Common Core Parent Workshop Series

You are invited to:

- Learn how to use effective reading strategies at home
- Understand how will assessments will change and how to ask questions that foster answers with multiple correct responses
- Use everyday home items to reinforce understanding of math concepts

You must attend all 3 workshops!!!

DATES & LOCATION:	September 18, 2013 District Board Room
	November 13, 2013 District Training Room
	February 26, 2014 District Board Room
TIME:	6:00 - 7:30 p.m.

Space is limited to a maximum of 50 people first come first serve

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Parent Resources



Getting to the Core

- CCSS Bilingual Parent Presentations
- CCSS Bilingual Videos
- Parent Roadmaps
- Cutting to the Core CCSS shows on Channel 31

Common Core State Standards

- ▶ General Information
 - ▶ What is Common Core?
 - ▶ Standards
- ▶ Spotlight on SAUSD
 - ▶ Theory of Action
 - ▶ Instructional Shifts
 - ▶ Implementation Plan
 - ▶ Instructional Strategies
 - ▶ Presentations
- ▶ Partners
- ▶ Resources
 - ▶ Parent Resources
 - ▶ Teacher Resources
- ▶ Contact Us
- ▶ Common Core Newsletter
- ▶ Frequently Asked Questions
- ▶ Assessment Simulator
- ▶ SAUSD Common Core Blog

Santa Ana Unified School District > Common Core > Common Core State Standards > Resources

Parent Resources

- SAUSD Common Core State Standards: Common Fundamental Standards (Spanish)**
Junta Informativa de Padres de Familia, 13 de febrero del 2013. Estándares Fundamentales Comunes.
- Common Core Pamphlet**
Changing from Procedure to Application of Knowledge
- Common Core Pamphlet (Spanish)**
Cambio de procedimiento a aplicación de conocimiento
- SAUSD District EL Common Core Update**
SAUSD's Getting to the Core English Learner Common Core Update
- SAUSD District EL Common Core Update (Spanish)**
Distrito Escolar Unificado de Santa Ana Llegar al Centro Actualización de Estándares Comunes para Aprendizajes del Inglés
- Common Core and Gifted and Talented Students**
AGATE Advisory Parent Meeting, 10-12-12 (English & Spanish)

ELA Roadmaps

- Kindergarten ELA**
Parent Guide - Guía para padres
- 1st Grade ELA**
Parent Guide - Guía para padres
- 2nd Grade ELA**
Parent Guide - Guía para padres
- 3rd Grade ELA**
Parent Guide - Guía para padres
- 4th Grade ELA**
Parent Guide - Guía para padres
- 5th Grade ELA**
Parent Guide - Guía para padres

Math Roadmaps

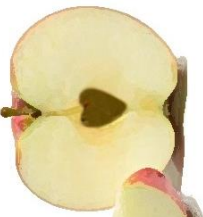
- Kindergarten Mathematics**
Parent Guide - Guía para padres
- 1st Grade Mathematics**
Parent Guide - Guía para padres
- 2nd Grade Mathematics**
Parent Guide - Guía para padres
- 3rd Grade Mathematics**
Parent Guide - Guía para padres
- 4th Grade Mathematics**
Parent Guide - Guía para padres
- 5th Grade Mathematics**
Parent Guide - Guía para padres

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CORE Differentiated Accountability for 2013-14 School Year



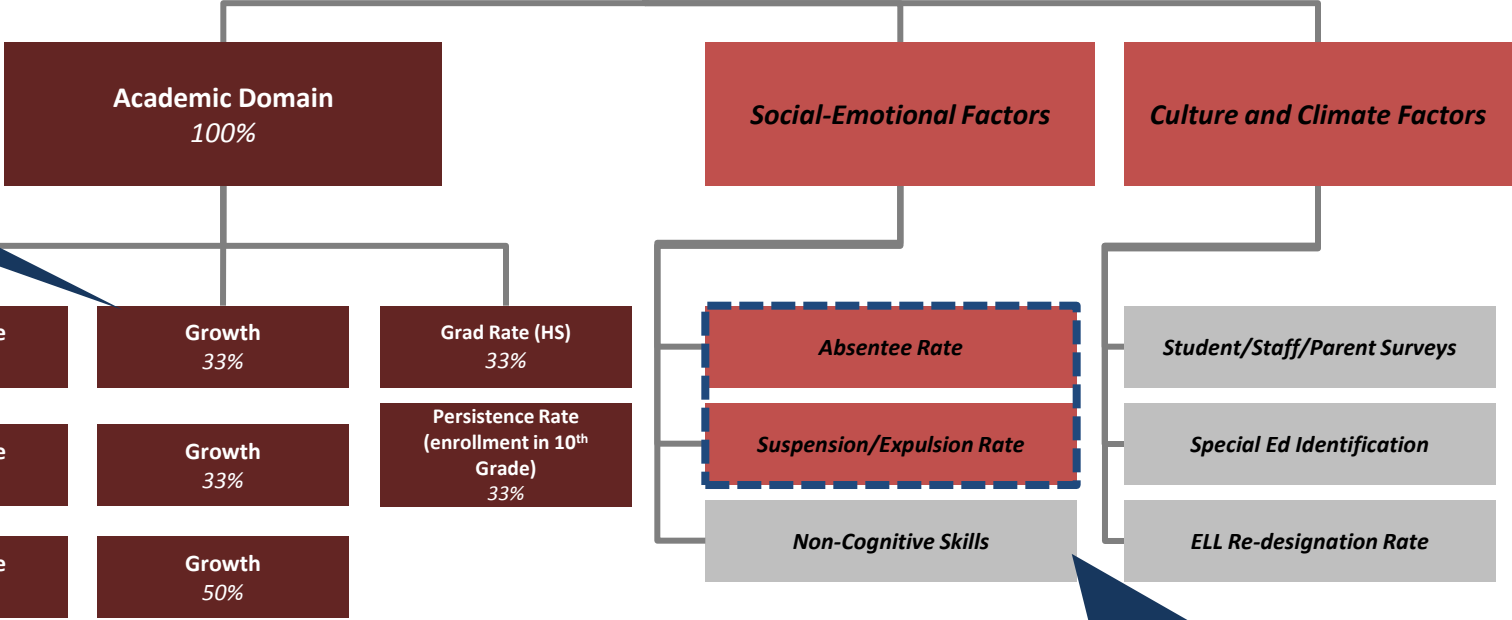
- Factor to be used for index calculation
- Factor to be measured (not included in index calculation)
- Factor not measured or used

School Quality Improvement Index
100%

2013-2014

Begin collecting social-emotional and culture/climate data for baseline

2013-14 Academic Domain scores will be based on CSTs (performance), APIs, (growth) and graduation/persistence rate



Getting to the Core

Factors to be collected this year, but will not be included in accountability calculation. Data collected will be used as baseline to set targets for following years

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Note: Growth will be measured as whether or not a district met their API target; CORE will either implement independently, or implement PARCC

Differentiated Accountability with CORE



	Reward Schools <i>Highest Performing</i>	Reward Schools <i>High-Progress</i>	Focus Schools	Priority Schools
	At least 10% of Title 1 schools		At least 10% of Title 1 schools	At least 5% of Title 1 schools
USED Description	<p>Highest-Performing Schools:</p> <ul style="list-style-type: none"> •Are among schools with the highest absolute performance over a number of years for the “all student” groups and all subgroups •At the high school level, must have the highest graduation rates •Must be making AYP for “all students” and all subgroups •Cannot have significant achievement gaps that are not closing 	<p>High-Progress Reward Schools:</p> <ul style="list-style-type: none"> •Are among the top 10% of CORE schools in improving performance over a number of years •Cannot have significant achievement gaps that are not closing 	<p>Focus Schools must include:</p> <ul style="list-style-type: none"> •Any high schools with <60% graduation rates not designated a Priority School •Title 1 schools with the largest within-school achievement gaps in performance or graduation rates •A Title 1 school with at least 1 low performing subgroup over a number of years 	<p>A Priority School must be <u>one</u> of the following:</p> <ul style="list-style-type: none"> •A currently-served Title 1 and non-Title 1 SIG School •Title 1 eligible or participating school with <60% graduation over a number of years •Among the lowest 5% of schools in CORE based on student achievement in the “all students” group
USED Required Interventions or Rewards	<ul style="list-style-type: none"> • Rewards identified by CORE and participating districts 	<ul style="list-style-type: none"> • Rewards identified by CORE and participating districts 	<ul style="list-style-type: none"> • Focus Schools must engage in LEA and school-determined targeted interventions based on the specific needs of each Focus School 	<ul style="list-style-type: none"> • Priority Schools <u>must apply the 7 turnaround principles for at least 3 years</u> as outlined in USED’s ESEA Flexibility Application

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Note: CORE has defined “a number of years” as 3 years
 Source: U.S. Department of Education

CORE Principle 1: College and Career Ready Standards

Recap of July 12th USED Letter



Getting to the Core

Timeline

- USED questions whether CORE LEAs will fully implement CCSS no later than the start of the 2013-14 SY
- USED also questions how CCSS can be fully implemented this SY if the participating districts will be held accountable for California's current state standards in the 2013-2014 school year

ELL, SWD, Low-Achieving Students

- Additional detail requested for how LEAs will ensure that all students, including ELLs, SWDs, and low-achieving students, will gain access to content aligned to the CCSS
- USED contends the level of rigor varies greatly across districts and there is scant attention to specific supports that will be provided for teachers of students with disabilities

Waivers USED Cannot Grant LEAs

- CORE asserts that LEAs might adopt assessments other than those adopted by California, such as PARCC
- The requirement to develop and implement a system of statewide assessments in at least ELA, math, and science is a State-level requirement imposed on a State educational agency (SEA), only an SEA can request a waiver of that requirement

- The application indicates CCSS "no later than the 2013-14 SY"
- Implementing by the start of the SY would cause a hastened plan for many LEAs

The July 1st submission included 5 new pages highlighting a detailed the implementation plan for these subgroups

CORE is committed to college and career ready assessments; only if California reversed their commitment would CORE wish to proceed differently

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Principle 2: Accountability Model

Recap of July 12th USED Letter



Priority Schools

- Additional implementation details needed (e.g., partnering process, professional development)
- School partnering needs to be part of a larger, comprehensive and coherent strategy
- Alignment with turnaround principles not currently apparent

Pledge beyond commitment to 7 turnaround principles

Focus Schools

- Communities of practice interventions not strong enough:
- “CORE’s strategy to do nothing in focus schools for the first two years other than convene quarterly community of practice meetings does not meet the requirement for meaningful interventions”

Focus schools will write a self-improvement plan with school advisory council

Schools That Do Not Meet AMOs

- “There is no evidence of an ongoing, comprehensive support and intervention system to address schools not meeting the (California) AMOs or graduation rate targets, and to meet the needs of low-achieving students in these schools”

Interventions tied to progress against CA AMOs is inconsistent with past guidance

20% of Title I

- Waiver “lacks a clear commitment to use an amount equal to 20 percent of an LEA’s Title I allocation that the district currently must reserve for public school choice-related transportation and supplemental education services (SES) to support a comprehensive and coherent strategy to provide interventions and supports in priority, focus and other Title I schools”

First reference to an amount “equal” to the set-asides

Getting to the Core

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Upcoming CCSS Presentations



- August 27, 2013 Board Meeting—Technology Preparation for Smarter Balanced and Common Core Block Grant Funding

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AGENDA ITEM BACKUP SHEET

July 23, 2013

Board Meeting

TITLE: Santa Ana Unified School District Strategic Plan

ITEM: Presentation

PREPARED BY: Arturo Jimenez, Director of Constituency Services

SUBMITTED BY: Arturo Jimenez, Director of Constituency Services

BACKGROUND INFORMATION:

The purpose of this agenda item is to present to the Board the Santa Ana Unified School District Strategic Plan.

RATIONALE:

Over the past two years, the Continuous Improvement Team, comprised of parents, students, community members, teachers, and administrators, worked diligently to develop and establish the Santa Ana Unified School District (SAUSD) Strategic Plan. Through the process of collaboration, research and analysis, the Continuous Improvement Team, under the direction of the Superintendent and the SAUSD Board of Education, identified the District's strategic goals and key performance indicators. The strategic plan was developed as a means of charting the District's academic direction and accountability. In addition, the strategic plan serves as an internal and external communication tool that illustrates in one document the District's Overarching Goal, Vision and Mission Statements, Guiding Principals from the Board of Education, Core Values, Core Beliefs (Seven Building Blocks to Our Success), and the SAUSD Student Outcomes.

FUNDING:

Not applicable

RECOMMENDATION:

Presented for information.

Santa Ana Unified School District



Strategic Plan



Board of Education

José Alfredo Hernández, J.D.
President

Rob Richardson
Vice President

Audrey Yamagata-Noji, Ph.D.
Clerk

John Palacio
Member

Cecilia “Ceci” Iglesias
Member

Superintendent of Schools

Thelma Meléndez de Santa Ana, Ph.D.

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

Message from the Superintendent

The Santa Ana Unified School District Strategic Plan is the culmination of efforts between the school district and community working together for the benefit of our students. Under the leadership of the Board of Education, we have collaborated with the Continuous Improvement Team—comprised of students, parents, community members, and staff members—to create a Strategic Plan that clearly outlines the goals our district strives to accomplish. By utilizing focused strategies and monitoring key indicators, these goals provide a framework that ensures all students in the Santa Ana Unified School District are prepared for college and career and equipped to assume their roles in the global citizenry.

I would like to thank each person who assisted in the creation of our Strategic Plan. Whether you are a student, parent, community member or staff member, your contributions to this plan will ensure that the Santa Ana Unified School District continues to provide our students with a world-class education and 21st-century skills and knowledge.

About SAUSD

Founded in 1888, the Santa Ana Unified School District (SAUSD) is the largest school district in Orange County and the sixth-largest in California. SAUSD educates approximately 56,000 students across 61 dynamic school sites throughout the eclectic and vibrant Santa Ana community. The K-12 school district is the second-largest employer in Santa Ana, employing nearly 4,500 educators and staff members.

Approximately 60% of SAUSD students are English learners, and Spanish, Vietnamese and Khmer are the most common languages spoken at home. Additionally, 87% of students participate in free or reduced-price meal programs.

Overarching Goal

Our students will be college and career-ready and prepared to be productive citizens in the 21st century.

Vision Statement

We will work collaboratively and comprehensively with staff, parents, and the community to strengthen a learning environment focused on raising the achievement of all students and preparing them for success in college and career.

Mission Statement

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

Our Guiding Principles from the Board of Education

Success, Achievement, United, Service, Dedication

Our Core Values

Respect, Responsibilities, and Results

Our Core Beliefs based on our Guiding Principles and Core Values

The Seven Building Blocks to Our Success

WE BELIEVE:

1. **CLEAR FOCUS ON LEARNING:** That everyone's work should be focused on improving student learning based on the Common Core State Standards.
2. **COMPREHENSIVE ACCOUNTABILITY:** That we are accountable for student success and should use student learning data to improve our practice.
3. **CLIMATE:** That we should maintain a safe and orderly learning environment and base our relationships on our core values.
4. **CAPITAL:** That we should align our resources to improving student learning.
5. **COMMUNICATION:** That effective communication among all groups centered on a common message around student success is essential.
6. **COMMUNITY AND PARENT INVOLVEMENT:** That transparent, credible processes supporting the involvement of and partnership with key stakeholders support the achievement of our mission.
7. **COMMITMENT AND CAPACITY:** That we value our employees and support their continuous improvement through training, evaluation, and the sharing of best practices.

SAUSD Student Outcomes

SAUSD graduates will exhibit both the academic aptitude for higher education and a variety of intellectual skills that go beyond college entrance requirements. Students will gain an appreciation for learning in general, value their accomplishments in academics, the arts, and personal health and well-being, and become contributing citizens.

SAUSD GRADUATES ARE PREPARED FOR SUCCESS IN COLLEGE AND CAREER IN OUR INTERCONNECTED WORLD BY:

- » Mastering grade level academic skills required for college or some other form of career advanced education.
- » Developing problem-solving skills and an organized approach to learning tasks.
- » Developing a mastery of logic and critical thinking skills and learning how to apply the correct application to new situations.
- » Developing accuracy in their oral and written expression that includes sound analytical thinking and convincing public speaking skills.
- » Developing a curiosity to explore ideas and issues with determination to take risks, learn from mistakes, and adapt to new thinking.
- » Learning in a variety of academic disciplines and settings.
- » Effectively using a variety of digital skills and media resources to acquire, create, and process technical information while maintaining trustworthiness, values, and good manners.
- » Developing the ability to work collaboratively and learn as an active member of a team.
- » Determining the validity and relevance of information resources in the development of research skills.
- » Connecting and correlating knowledge and skills continuously through real-world applications in reading, writing, mathematics, science, social studies, the arts, physical activity, and enrichment experiences.

SAUSD GRADUATES ARE RESPONSIBLE FOR THEIR PERSONAL SUCCESS AND BECOME CONTRIBUTING CITIZENS BY:

- » Practicing ethical behaviors exhibiting integrity and commitment to the well-being of self and others within a balanced lifestyle.
- » Maintaining trust, positive values, good manners, and respect for others.
- » Showing initiative and responsibility through positive actions to expressing self-motivations, self-discipline, and perseverance.
- » Communicating and collaborating by exercising a willingness to help and connect with culturally diverse individuals and groups to make necessary compromises toward accomplishing a common goal.
- » Preparing for the unknown by being empowered with tools to face challenges and life-long learning.

Strategic Goal 1

Provide all students with the knowledge, skills, and values to help them become productive citizens in the 21st century.

Strategies

- a. Implement the Common Core State Standards
- b. Improve secondary education
- c. Create and implement a technology plan that will support 21st-century teaching and learning.

Key Indicators

» High School Graduation Rate:	95%
» A-G Course Completion in Grade 12:	85%
» Advanced Placement— Enrollment and Pass Rate:	35%
» PSAT/SAT/ACT in Grades 10-12— College-ready status:	85%
» CAHSEE Proficiency— ELA and Math- Grade 10:	85%
» 9 th grade credit completion rate by end of summer of 9 th grade:	95%
» State Writing Proficiency— Grades 4, 7, and 10:	85%
» English Language Reclassification:	85%
» English Proficiency on CELDT by 1 fluent level:	85%
» Math Proficiency Grade 4, Algebra I and Algebra II by state measures:	85%
» Reading Proficiency in Grades 1, 3, and 6 and by Renaissance Assessment:	85%

Strategic Goal 2

Develop and maintain a high-performing staff.

Strategies

- a. Strengthen positive work climate
- b. Strengthen professional development
- c. Strengthen Evaluation Systems
- d. Recruit and retain highly-qualified staff

Key Indicators

- » Recruit and retain 100% highly-qualified and fully certificated staff
- » On-time completion of employee evaluations
 - 90%- Certificated
 - 90%- Classified
 - 95%- Management
- » New employee orientation and on-boarding
 - 95% of employees complete all components of new employee orientation
 - 90% employee satisfaction rating with orientation
 - 95% of all new certificated employees complete BTSA within 2 years
- » Position correlation (.4 or higher) between participation in the Assistant Principal to Principal Participation Program
 - 90% (or higher) participant satisfaction rate with the program
- » Coordinate with Education Services to survey professional development participants to ensure that
 - 80% (or higher) of teachers have determined the units of study to be highly effective as a vehicle to implement the Common Core State Standards
 - 80% (or higher) of schools using units of study and key instructional practices based on professional development implementation rubric and “Look Fors”
 - 80% (or higher) improvement in school climate from initial trend data gathered by Human Resources

Strategic Goal 3

Maintain the fiscal integrity of the district, prioritize the revenues necessary to achieve our vision, and align expenditures with improving student learning initiatives.

Strategies

- a. Align resources to student learning
- b. Maintain a balanced budget
- c. Prioritize funds necessary to improve programs and services
- d. Build and utilize technology infrastructure to build efficiencies district-wide

Key Indicators

- » Trimester Interim Reports will indicate a balanced budget—ongoing revenues equal or exceed ongoing expense.
- » Positive report from external end-of-year audit; 100% of prior-year audit issues addressed
- » Denote funds allocated for key initiatives with the District's accounting system (SACS)
- » Increase the percentage of the District's financial reserve by 10% each year of the 2% reserve for economic uncertainty
- » Percent of classroom expenditures is greater than 65% of total general fund expenditures
- » Establish baseline data on the use and effectiveness of technology to support teaching and learning. Using data, establish the increased use of technology by a commensurate amount.

Strategic Goal 4

Engage and empower our community to improve student academic achievement.

Strategies

- a. Establish transparent, credible processes for community and stakeholder involvement
- b. Promote partnerships with parents, community groups, and leaders
- c. Improve internal and external communications
- d. Work with governmental and non-profit agencies to support learning and safety from a community perspective

Key Indicators

- » Increase the number of business partnerships that support school and educational programs
- » Strengthen two-way communication with District stakeholders and increase community usage of communications tools by 10%.
- » Establish baseline data through parent survey and increase the positive response rate by 10% each year for the following statements:
 - I feel respected and welcomed at my child's school.
 - When I have a concern, I know whom to contact.
 - I feel like I am an important part of this school.
- » Establish parent engagement programs at all schools and establish baseline data through parent survey to increase the positive response rate by 10% each year to the following statement:
 - I have opportunities to participate at my child's school.

Strategic Goal 5

Promote an environment that supports learning and the safety of students and staff.

Strategies

- a. Promote a positive school climate
- b. Promote a safe and secure learning and working environment
- c. Provide clean and state of the art learning facilities
- d. Strengthen district-wide emergency urban school response strategies
- e. Monitor and maintain a district-wide Emergency Management System

Key Indicators

- » Increase the percentage of students who agree that schools provide safe and secure environments for students to learn by 10%
Measurement: pre- and post-survey
- » Establish baseline data on parent survey and increase the positive response rate of parents who agree that schools provide safe and secure environments for students to learn by 10%
- » Increase the percentage of schools that successfully completed PBIS implementation at their corresponding stages by 10% annually
Measurement: PBIS school evaluations
- » Increase the percentage of parents who implemented parenting strategies provided through school district parent education
Measurement: pre- and post-survey
- » Decrease the percentage of suspensions and expulsions by 10% annually
Measurement: student data
- » Increase student attendance district-wide
Measurement: student data
- » Within the Gang Reduction Intervention Partnership (GRIP) at Adams Elementary, Diamond Elementary, Davis Elementary, Fremont Elementary, Garfield Elementary, Kennedy Elementary, Lowell Elementary, and Monte Vista Elementary, increase the participation of parents in gang prevention parent education activities by 10%.
Measurement: attendance data
- » Increase the percentage of positive outcomes in the Williams Settlement Uniform Complaint Report by 10%
Measurement: Williams data

AGENDA ITEM BACKUP SHEET
July 23, 2013

Board Meeting

TITLE: Budget and Attendance Update

ITEM: Presentation

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to provide the Board an update on the current attendance monitoring program an update on the State budget, based on the most current State budget adoption action.

RATIONALE:

This presentation is provided to keep the Board informed of current attendance monitoring activities and present a budget update, based upon the recently adopted State budget, and to provide follow-up on Board requested items.

FUNDING:

Not Applicable

RECOMMENDATION:

Presented for information.



2013 – 14 Budget Update

July 23, 2013

Getting to the Core



Charles E. McCulley, Interim Superintendent

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

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

Swandayani Singgih, Director, Budget

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Today's Agenda

- State Budget Update
- Adopted Budget vs. LCFF
- K-3 CSR
- Reserves and MYP
- Accountability for LCFF

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State Budget Update



- The Governor signed the budget including LCFF into law on June 27, 2013
- The major components of LCFF accountability are being addressed by the State Board of Education and will not be finalized until early January 2014
- There are concerns about the accountability provisions in the newest drafts that would make current revenue more restrictive –especially the supplemental and concentration grants
- The District maintains a significant structural deficit going into the 2014-15 school year
- Based upon the volatility of LCFF funding our adopted reserve of 2% is significantly below the recommended reserve levels.

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SAUSD Adopted Budget



MULTI-YEAR PROJECTIONS @ July 1 Budget	2013-14	2014-15	2015-16
REVENUE	\$335,241,296	\$329,477,835	\$335,492,955
EXPENDITURES	\$303,386,541	\$319,372,573	\$317,376,481
OTHER FINANCING SOURCES/USES	(\$52,102,599)	(\$54,610,249)	(\$55,822,724)
NET INCREASE/DECREASE (DEFICIT SPENDING)	(\$20,247,844)	(\$44,504,987)	(\$37,706,250)
BEGINNING BALANCE			
BEGINNING BALANCE	\$39,769,987	\$19,522,143	(\$24,982,844)
DEFICIT SPENDING	(\$20,247,844)	(\$44,504,987)	(\$37,706,250)
ENDING BALANCE	\$19,522,143	(\$24,982,844)	(\$62,689,094)
COMPONENTS OF ENDING BALANCE:			
NON SPENDABLE	\$1,150,000	\$1,150,000	\$1,150,000
OTHER DESIGNATED	\$8,777,828	\$0	\$0
ECONOMIC UNCERTAINTIES	\$9,594,315	\$9,887,619	\$9,815,430
PROP 30	\$0	\$0	\$0
COLA PER SSC DARTBOARD	\$0	\$6,993,140	\$8,717,832
TOTAL	\$19,522,143	\$18,030,759	\$19,683,262
SHORTFALL	\$0	(\$43,013,603)	(\$82,372,356)

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State Revenue Changes Under LCFF



REVENUE LIMIT FUNDING

LCFF FUNDING

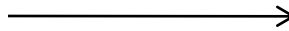
Flexible Funds

General Fund



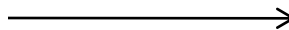
Base Grant

Tier III Categorical Funds (Flexible)



Supplemental Grant (Restricted)

Restricted Funds (EIA)



Concentration Grant (Restricted)

Restricted Funds

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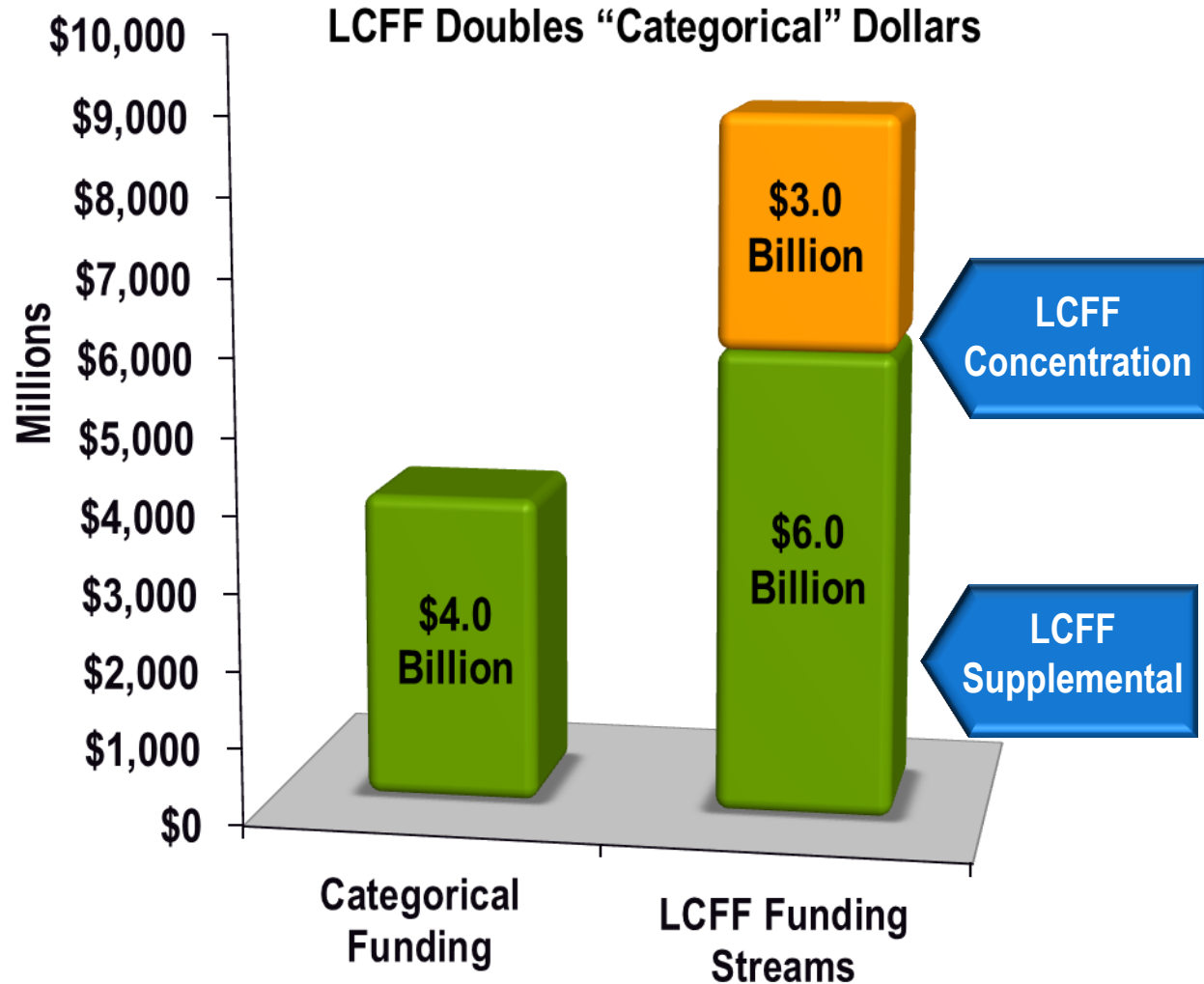
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LCFF Categorical Streams



- The LCFF both dramatically increases the level of funding flowing to school districts in addition to the base grant and dramatically reduces the factors that influence the flow of those dollars
- Weighting factors take the place of separate categorical program appropriations



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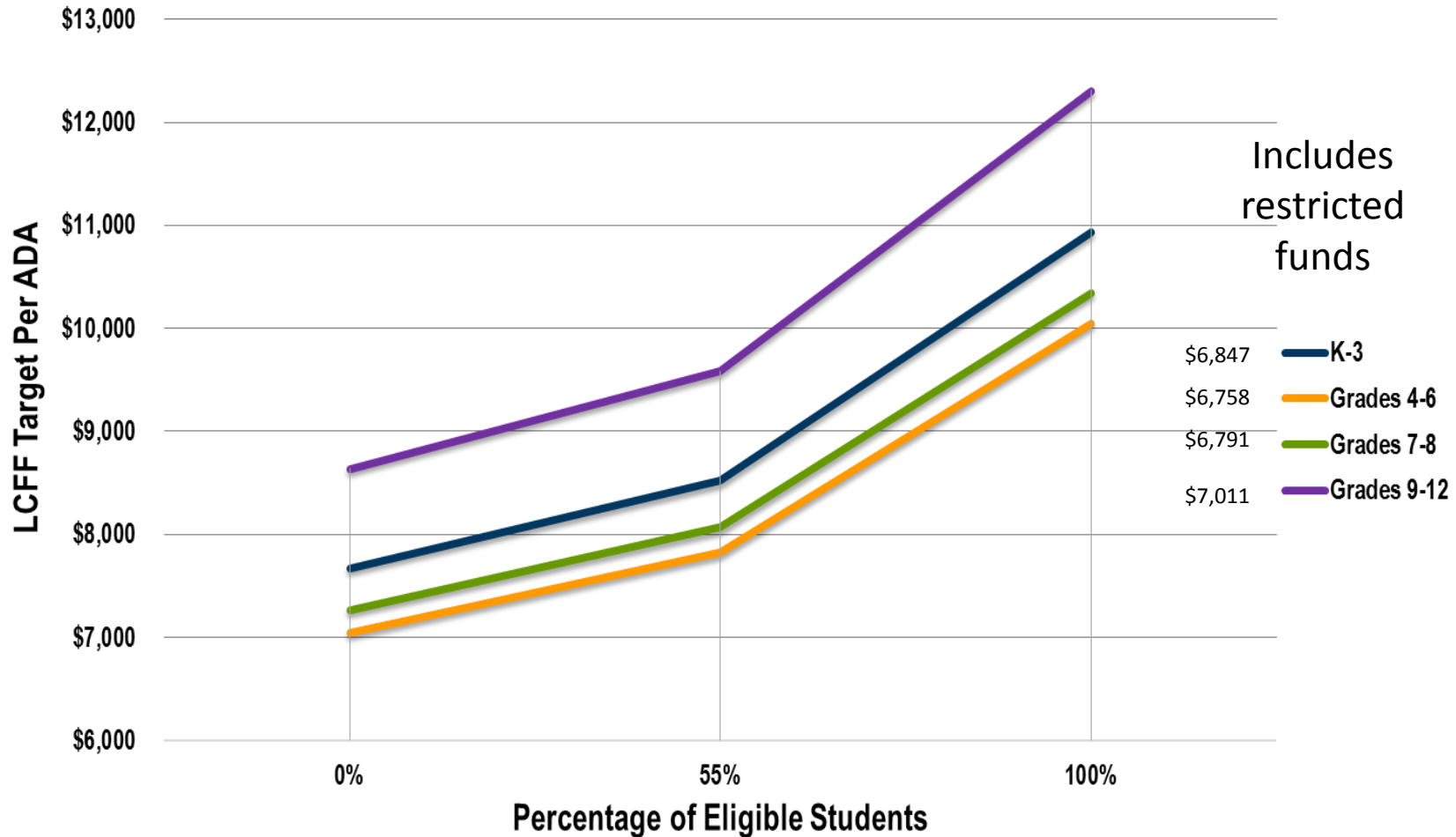
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LCFF – Grade Span Grants Per ADA



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Grade Span Grants Per ADA



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Comparing Adopted Budget to Estimated LCFF



MULTI-YEAR PROJECTIONS	2012-13 Budget	2013-14 Adopted Budget	2013-14 Estimated LCFF
GENERAL FUND REVENUE	\$277,480,432	\$289,864,524	
LCFF BASE GRANT			\$291,827,149
TIER III CATEGORICAL FUNDS (Flexible)	\$33,480,275	\$33,480,275	
TOTAL FLEXIBLE GENERAL FUND	\$310,960,707	\$323,344,799	\$291,827,149
Deficit Spending	(\$20,247,844)	(\$44,504,987)	(\$44,504,987)
LCFF "Base" or General Fund shortfall			\$31,517,650
LCFF Supplemental Grant			\$38,089,662
Restricted Categorical Funding EIA	\$15,957,734	\$15,958,721	
LCFF Concentration Grant			\$22,530,422
TOTAL FUNDING	\$326,918,444	\$339,303,320	\$352,447,233
SHORTFALL Cuts needed for 2014-15		(\$43,013,603)	(\$29,869,690)
Potential Cuts if LCFF NOT Flexible			(\$74,561,253)

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LCFF and K-3 CSR Penalties



- The LCFF specifies that districts must, as a condition of receiving the 10.4% K-3 CSR funding adjustment, limit class enrollment in grades K-3, eventually reaching a maximum average enrollment per class of no more than 24 students at each school site, **unless an alternate ratio is locally negotiated** – (\$12.7 million in base funds for 2013-14)
 - 24:1 student average must be reached at full implementation of the LCFF (planned for 2020-21)
 - During the intervening years, districts are to meet intermediate targets, based on the funding provided to move all districts to their LCFF target
 - A district’s failure to meet the target at one school site would result in **the loss of all K-3 CSR funds districtwide** – a penalty that is likely to be out of proportion to the error

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Balances, Reserves, and Planning



- The LCFF revenue model leads to an entirely new way of thinking about revenues, reserves, balances, and planning for the future
 - Gone are the anchors of the past: base revenue limit, deficit factor, current-year COLA, etc.
 - They are replaced with a “commitment” by the state to make a contribution to “closing the gap” each year
 - But there is **no statutory calculation** for how much the state will contribute – and no obligation to fund any certain amount
- This has huge implications for districts
 - Many districts will need to maintain much larger reserves
 - Much of the “new money” will still be tied to expenditures for specific programs
 - The SSC Dartboard will be more subjective than in the past, but more relevant than ever for conservative and reasonable planning

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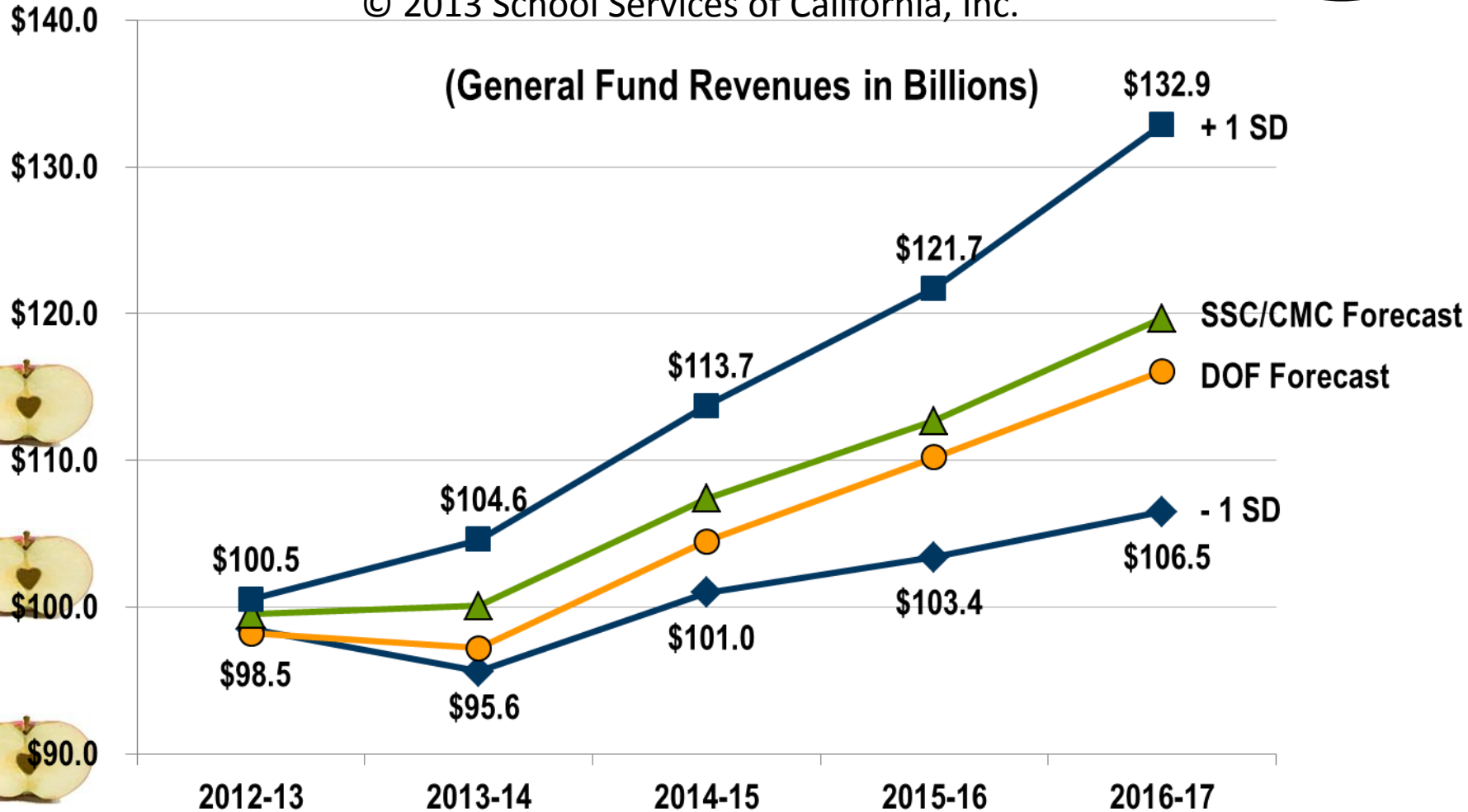
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Confidence Intervals and the State Revenue Forecasts



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(General Fund Revenues in Billions)



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Source: General Fund Revenues and Proposition 98 Forecast, CMC, July 2013

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Declining Reserves and 2%

- Finally, the District will be recommending adoption of a budget with the minimum 2% reserve beginning in the 2013-14 school year and a significant structural deficit for 2014-15.
- The need for ongoing budget reductions and monitoring of spending will be required for the 2013-14 school year and beyond to mitigate the structural deficit and being to work to rebuild a healthy reserve to mitigate any unexpected expenditures.
- A 2% reserve means that any new expenditure that was not planned on will require an immediate reduction in spending in a planned area in the current year.

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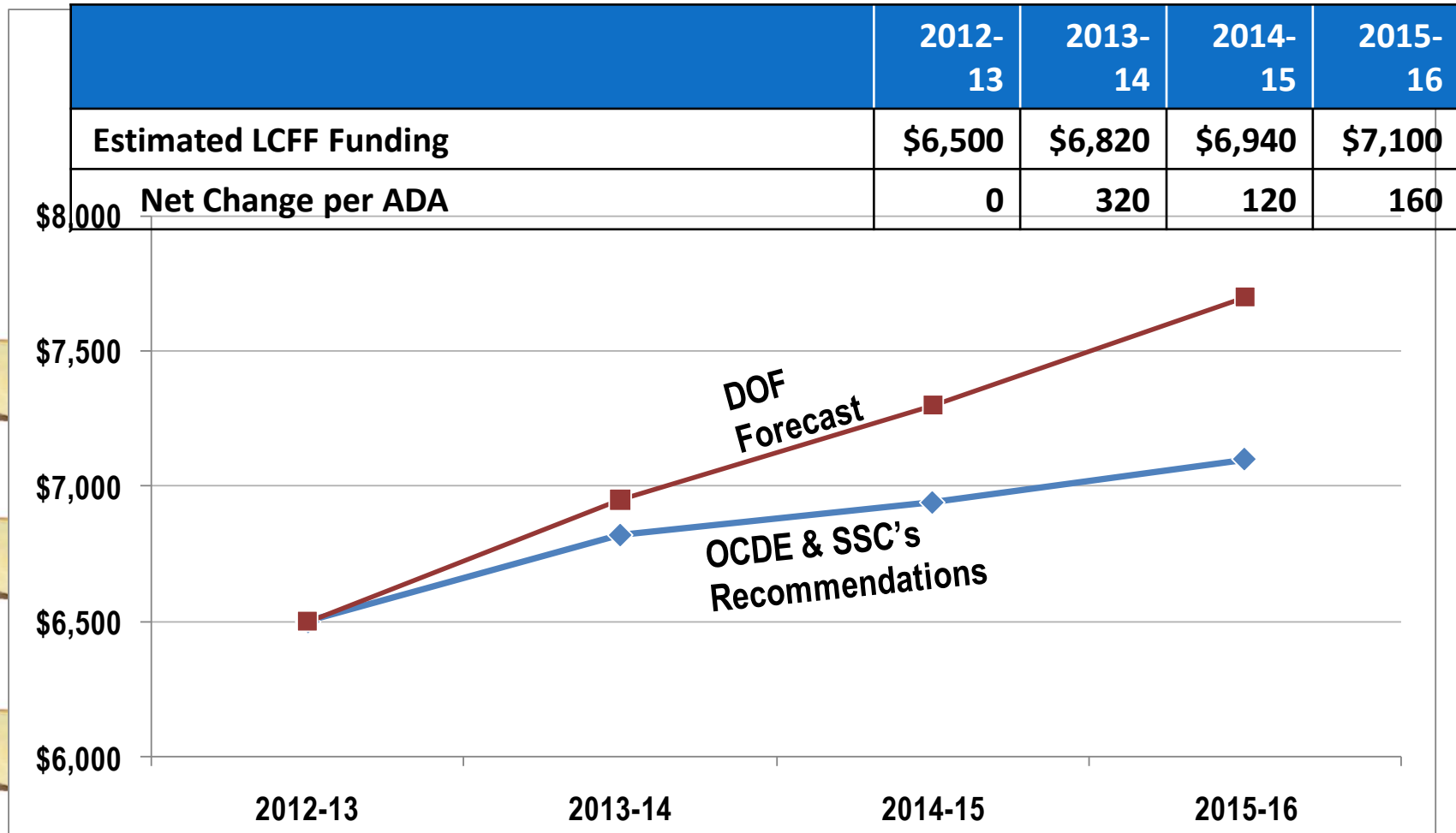
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MYP Revenue Projections



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The LCFF Accountability System



- The full local control touted in January was significantly reduced in the May Revision
- The Enacted State Budget tips the spending scale once again – striking what appears to be a better balance between local and state control
 - Relaxed proportionality rules will allow LEAs to use concentration and supplemental grant funds for schoolwide and districtwide purposes subject to SBE regulations
 - The priorities of the state, which form the basis for the annual goals of the Local Control Accountability Plan (LCAP), are broad in scope and are both qualitative and quantitative in nature
 - Providing an improved accountability system
 - **The extent to which LEAs will have flexibility over expenditure of supplemental and concentration grant funds is still uncertain**

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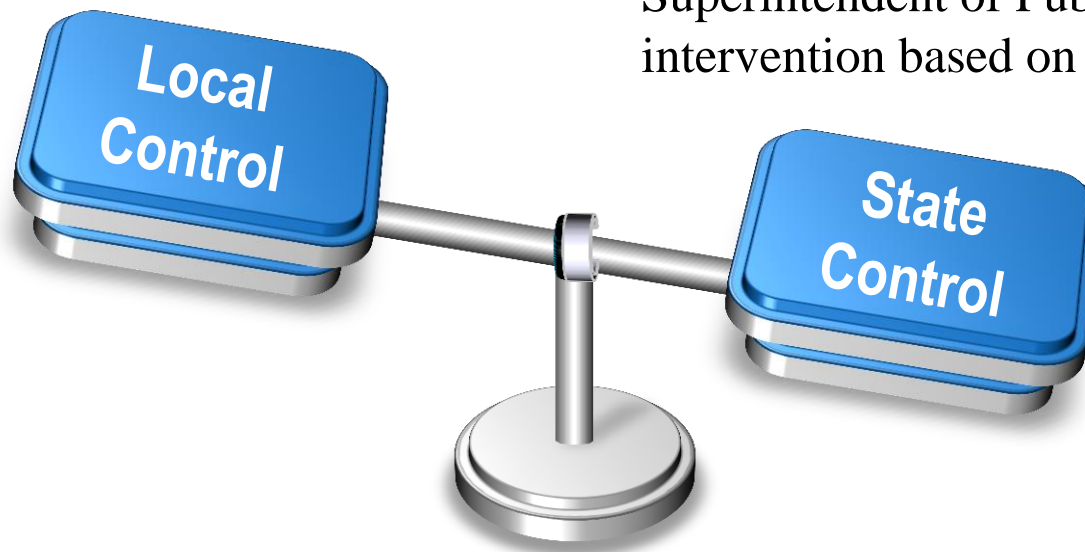
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Spending Control Scale at the State Adopted Budget

- Some discretion regarding content of the LCAP
- Retain control of statewide testing system and student achievement expectations
- Strict expenditure and proportionality requirements
- Annual audits
- Superintendent of Public Instruction (SPI) intervention based on direction of the SBE

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SBE Actions and Timeline

Adopt Budget Standards and Criteria

Adopt Spending Regulations

1/1/14

1/31/14

3/31/14

10/1/15

Adopt LCAP Plan Templates

Adopt Technical Assistance and Intervention Evaluation Rubric

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Questions?



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DISCUSSION

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What Constitutes a Reasonable Reserve?



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- We have already concluded that a reserve level dictated solely by district size is no longer relevant when volatility and exposure is disparate
- We recommend that every district first observe the current SBE-required reserve level for the traditional economic uncertainties
- Then we recommend the establishment of a separate LCFF reserve
 - We recommend that districts develop a plan to bring the level of the LCFF reserve to at least one year's revenue growth in the MYP
- The purpose of this reserve is to provide a “softer landing” when the next downturn occurs, as it surely will
- This is a similar methodology to what we have recommended for basic aid districts due to their reliance on local property tax revenues above the revenue limit

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LCFF – An SAUSD Example



- 2013-14 target entitlement calculation
 - Statewide, students eligible for supplemental and concentration grants account for about 60% of total enrollment
 - SAUSD is at approximately 91% unduplicated count

Factors	K-3	4-6	7-8	9-12
Adjusted grant per ADA	\$7,675	\$7,056	\$7,266	\$8,638
% Enrollment eligible (example)	91%	91%	91%	91%
91% of Supplemental	\$1,397	\$1,284	\$1,322	\$1,572
36% of Concentration (percentage above 55%)	\$1,382	\$1,270	\$1,308	\$1,555
Total 2020-21 LCFF target grant per ADA	\$10,454	\$9,610	\$9,896	\$11,764
Estimated 2013-14 LCFF	\$6,857	\$6,758	\$6,791	\$7,011

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The LCAP Then and Now

LCAP

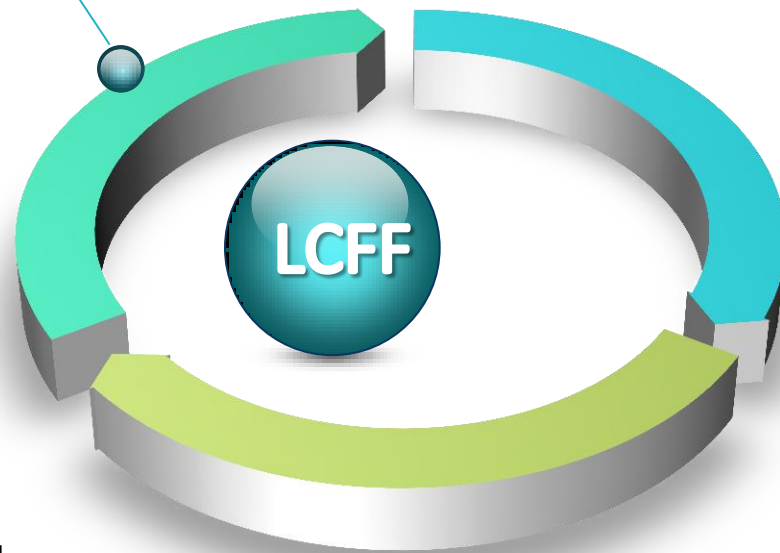
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May Revision . . .

- Local goals focused on improved student outcomes
- Goals aligned with annual spending plan
- Adopted every five years and updated annually

Enacted State Budget . . .

- Annual goals and specific actions based on state priority areas for the district and each school in the district
- Description of expenditures implementing specific actions
- Adopted every three years and updated annually



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Oversight Responsibilities Then and Now

County and State Superintendent Oversight

May Revision. . .

- Technical assistance
- Approval and disapproval of local plans
- Review data on eligible student counts
- Stay and rescind actions of a local governing board

Enacted State Budget . . .

- Technical assistance
- Approval and disapproval of local plans based on adherence to SBE-adopted template and sufficiency of funds allocated for implementation of LCAP
- COE approval of plans and posting of plans for each district and each school in each district or a link to each plan on the COE website
- Stay and rescind authority granted solely to SPI upon approval of the SBE

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Relaxed Proportionality Rules



- The regulations shall include, but are not limited to, provisions that do all of the following (E.C. 42238.07):
 - Require a school district, COE, or charter school to increase or improve services for unduplicated pupils in proportion to the increase in funds apportioned on the basis of the number and concentration of unduplicated pupils
 - Authorize a school district, COE, or charter school to use funds respectively for schoolwide, districtwide, countywide, or charterwide purposes, in a manner that is no more restrictive than the restrictions provided for in Title I of the federal No Child Left Behind Act of 2001

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Oversight Responsibilities



- Oversight responsibilities of the SPI starting in 2014-15:
 - Approve LCAP submitted by county boards of education in the same manner and provide technical assistance when necessary
 - When a district or COE
 - Fails to improve outcomes for three or more subgroups three out of four consecutive years, and
 - The CCEE finds that the LEA is unable to implement its recommendations, then
 - With approval by the SBE, the SPI is authorized to:
 - Make changes to the LCAP
 - Impose budget revisions
 - Stay and rescind action of the governing board – except where such action would violate a local CBA
 - Appoint an academic trustee

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Attendance Monitoring

July 23, 2013

Charles E. McCulley, Interim Superintendent

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

Doreen Lohnes, Assistant Superintendent, Support Services

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

Heidi Cisneros, Executive Director, Pupil Support Services

Sonia Rodarte Llamas, Ed.D., Director, School Climate

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Today's Agenda

- Overview of Attendance Monitoring
- Parental Communication
- Outcomes
 - Save Rate
 - Behavioral Changes
- Conferencing
- District Results
- State Comparisons

Getting to the Core



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The Seven Building Blocks to SAUSD Success

Preparing All Students to be College and Career Ready

Clear Focus on Learning

Establish a specific vision of high-quality, personalized learning and instruction looks like in classrooms based on Core State Standards

Comprehensive Accountability

Assess student learning to inform practice and monitor implementation of best practices

Climate

Ensure safety of students and staff, and build trusting relationships that are driven by the core values of respect, responsibility, and results.

Capital

Effectively and efficiently align fiscal, physical and personnel resources to support and ensure student learning.

Climate

Ensure safety of students and staff, and build trusting relationships that are driven by the core values of respect, responsibility, and results.

Communication

Define and deepen understanding of the District's vision internally and with our community through the creation of a message, including strategies for two way communication.

Community and Parent Involvement

Establish transparent, credible processes for community and stakeholder involvement. Seek and promote partnerships with parent groups, community groups and community leaders.

Commitment and Capacity

Ensure that all employees feel valued and enact the instructional vision through professional training, implementation, support, and monitoring of performance to strengthen student achievement.

Responsibility

Santa Ana Unified School District
Office of the Superintendent

Attendance Monitoring



- 3 Years ago SAUSD purchased A2A to foster a culture of attendance where both parents and students understand the importance and value of support attendance
 - Our objective was to implement a more timely and consistent process for notifying parents when their children were not in school.
- 3 years later, we have, through A2A proprietary software, service & processes, allowed our sites to create a *culture change*
 - *One of parental engagement, and*
 - Of fostering the importance of ‘showing up’
 - Where everyone begins to just ‘get’ it
- And, we are setting the standard for excellence in the State by twice being recognized for model attendance and intervention programs.

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Climate

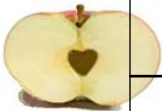
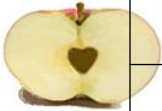
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Parent Communication



Notification Type	2009-10 (Pre A2A)	2010-11	2011-12	2012-13
Initial Truancy Notification	6,252	10,941	8,305	7,665
Letter 2		4,975	3,441	2,818
Letter 3		3,082	2,094	1,593
Excessive Excused Letter 1		13,683	12,857	17,528
Excessive Excused Letter 2		3,256	2,882	6,856
Conference Notifications		7,324	8,210	6,181
Total Attendance & Conference Notifications	6,252	43,261	37,789	42,641

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Conferencing – Parental Engagement

- Parent conferencing is a way to build the kind of relationships that engage parents as true, active partners.
- When parents are involved:
 - Students achieve more, regardless of socioeconomic status or ethnic/racial background
 - Students exhibit more positive attitudes and behavior.
- The more extensive the parent involvement, the higher the student achievement
- The benefits of involving parents are not confined to the early years – there are significant gains at all ages and grade levels
- Through our aggressive intervention policies and the A2A application, we are at the forefront of curbing truancies and chronic absences.

Source: National Dropout Prevention Center/Network

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Climate

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District Staff Utilize A2A



- A2A print & mails the attendance letters; our staff members can focus on conferencing and communicating with families on a regular basis.
- We have been awarded *Model SARB* for the 2nd time which recognizes our district as Distinguished *Model SARB District* .
- What our employees are saying about A2A
 - “Tracking attendance and excessively tardy students, plus sends out all letters, and conferencing letters. LOVE IT!”
 - “Communication with parents has improved! Made it easier to communicate on absences and tardies when the student’s information is all in one place.”
 - “Attendance is monitored! It takes me a lot of time and A2A streamlines the process and makes it easier for us.”
 - “A2A gives me time to complete other tasks”
 - “Parents are more attentive and have more communication with school staff regarding attendance issues.”



Outcomes: *SaveRate*

- *SaveRate* is defined as the percent of students that do not continue on a path toward chronic absenteeism after an A2A intervention.
- *SaveRate* measures the change in behavior of our At-Risk students

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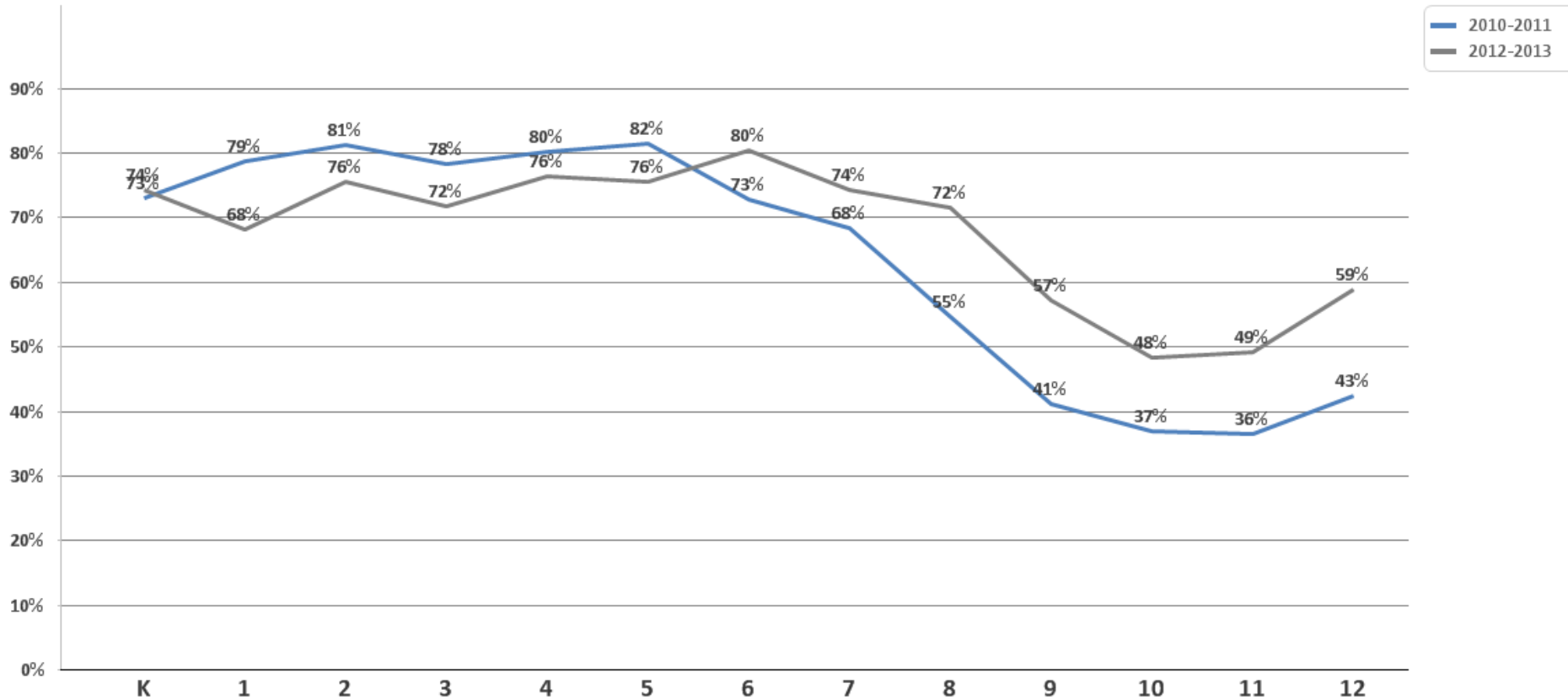
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SaveRate Year Over Year by Grade

(unexcused)



SaveRate



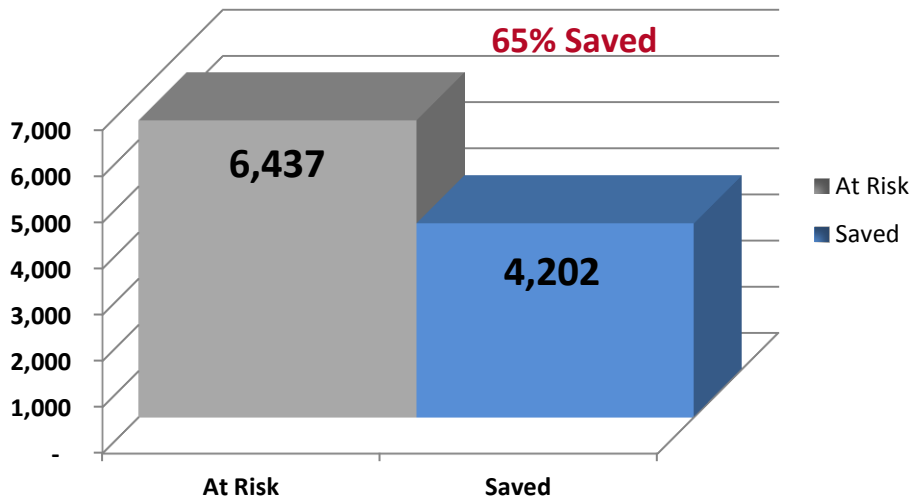
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District-wide *SaveRate* Unexcused



Getting to the Core



- What makes an At-Risk Student?
 - They are on a path toward chronic absenteeism and have received at least one A2A intervention
- **6,437** At-Risk students (all have received first notification of truancy)
- We saved **65%** of these students

Remember, a saved A2A-Student didn't have more than 2 additional unexcused absences, therefore did not need another A2A intervention.

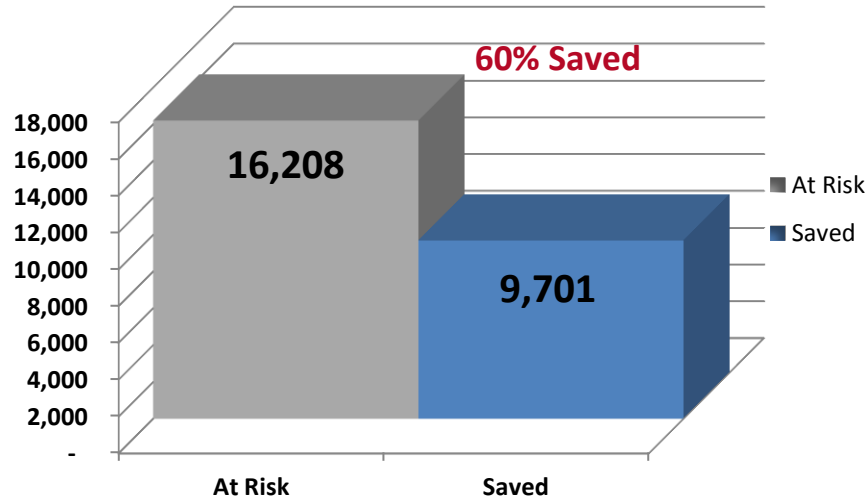
That's 4,202 saved students

Superior Standards

Climate

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District-wide *SaveRate* Excused



- What makes an At-Risk Student?
 - They are on a path toward chronic absenteeism and have received at least one A2A intervention
- **16,208** At-Risk students (all have received first excessive excused letter)
- We saved **60%** of these students
Remember, a saved A2A-Student didn't have more than 2 additional excused absences, therefore did not need another A2A intervention.

That's 9,701 saved students

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Successful Students



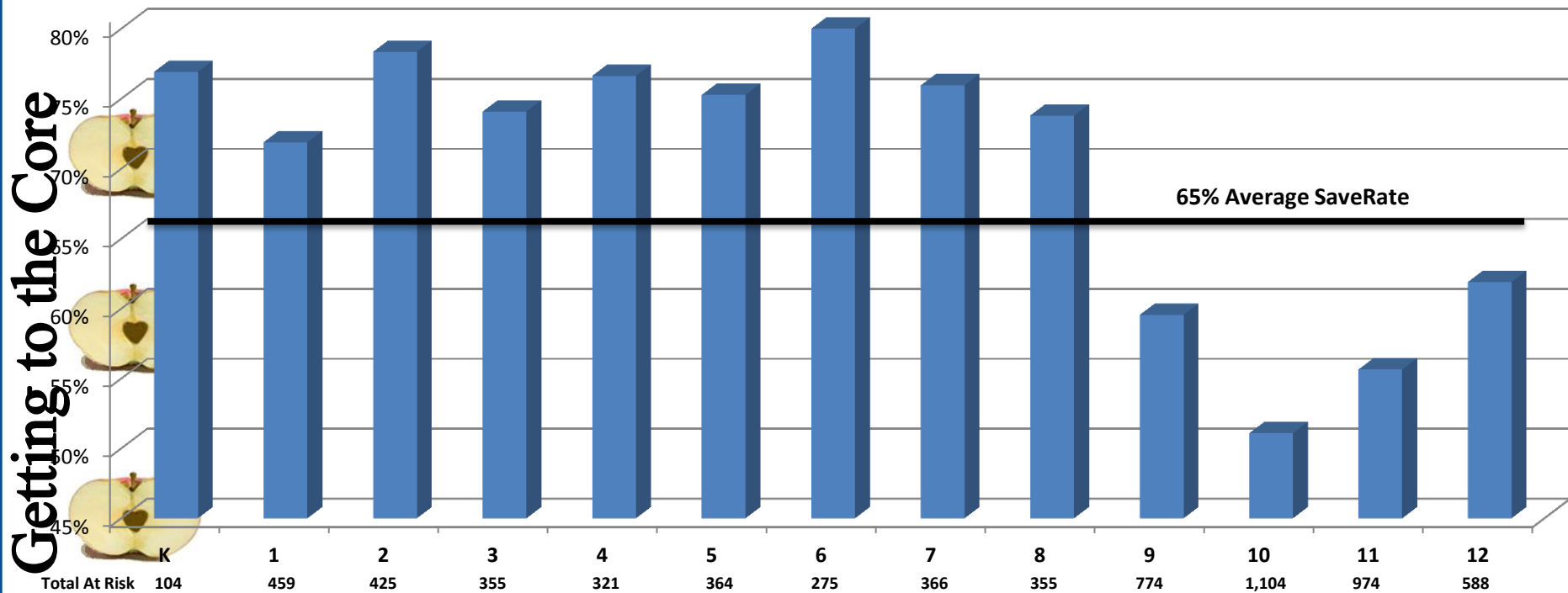


SaveRate

Unexcused - By Grade

- Our average unexcused absence SaveRate district wide is 65%
- We saved a total of 4,202 students out of 6,437

Percent Saved



Getting to the Core

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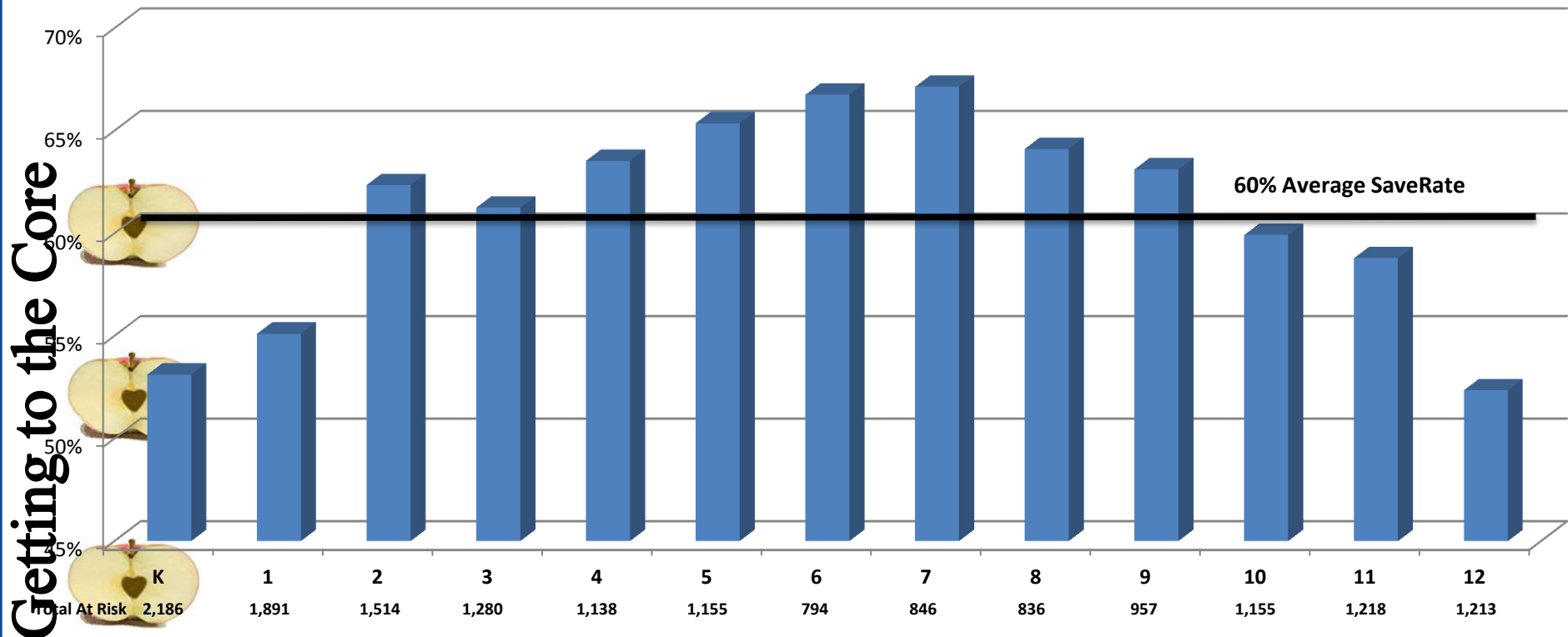
SaveRate

Excused - By Grade



- Our average district wide excused SaveRate is 60%
- We saved a total of 9,701 students

Percent Saved



Superior Standards

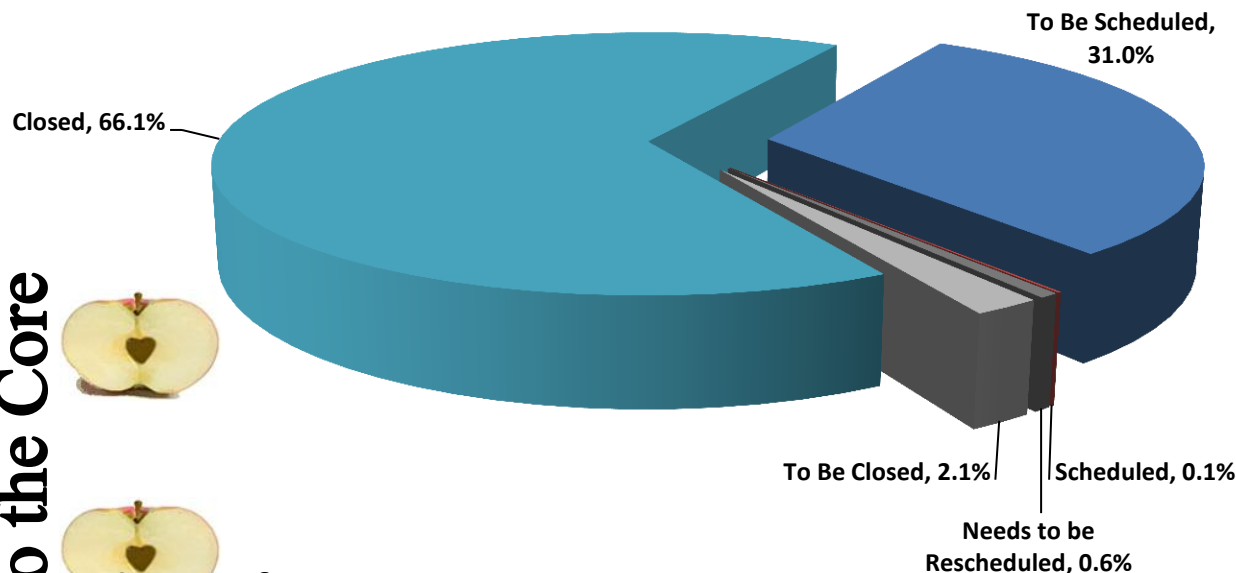
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Conferences Being Addressed

Conference Status



To Be Scheduled	3,569	31.0%
Scheduled	13	0.1%
Needs to be Rescheduled	72	0.6%
To Be Closed	246	2.1%
Closed	7,618	66.1%
Total	11,518	

Getting to the Core



The Conference Process

- Once the 1st & 2nd Truancy letters are mailed, A2A automatically identifies those students as needing a conference (SART or DA Meeting).
- To date, a total of **11,518** students have become eligible for a conference
- Of those eligible conferences, sites have addressed **68.9%**, or **7,949**.

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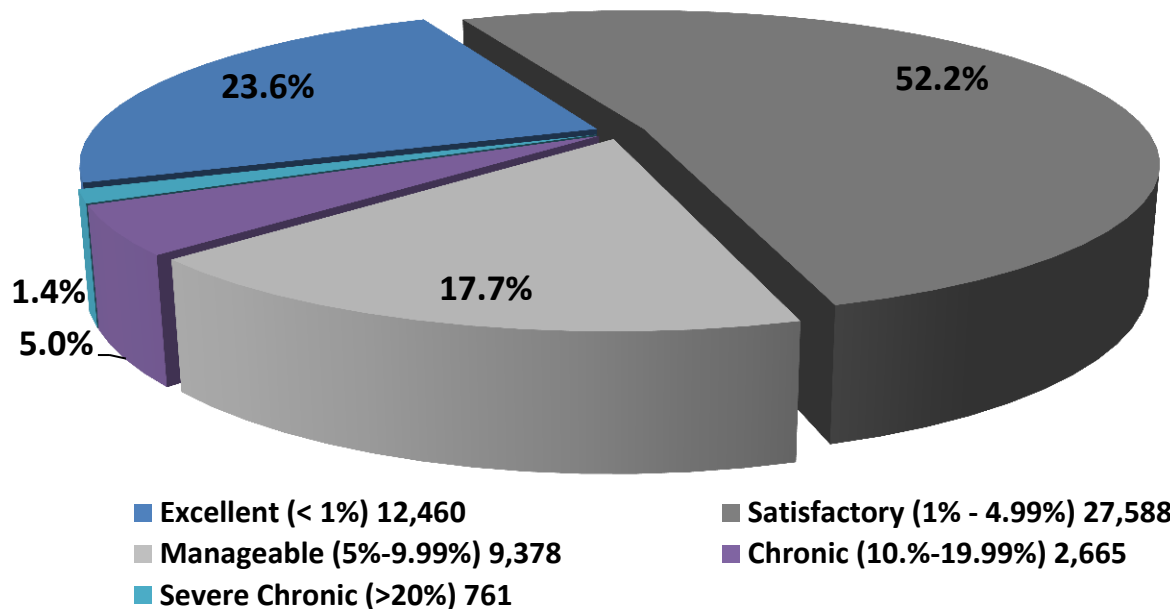
Climate

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District-wide Absence Levels



District attendance is over 96% - Well above the Statewide average for Districts similar to SAUSD in size and student population!



Getting to the Core



75% of our students fall in Excellent and Satisfactory; 40,000 of our students have not missed more than 4.99% of the school year.

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SAUSD Partnership with A2A

- What we're doing together produces remarkable results
 - 900% Increase in Parent Communication since implementing A2A (from 6,252 to 42,641 in three years!)
 - Effective, timely communication with families
 - Highest *SaveRate* by ethnicity statewide among SI&A clients (over 900,000 students)
 - High staff utilization of service and systems across school sites
 - Santa Ana achieved in just one year of partnership with A2A what a typically takes a client 3 years to accomplish!
- SAUSD is setting the pace for California

Getting to the Core



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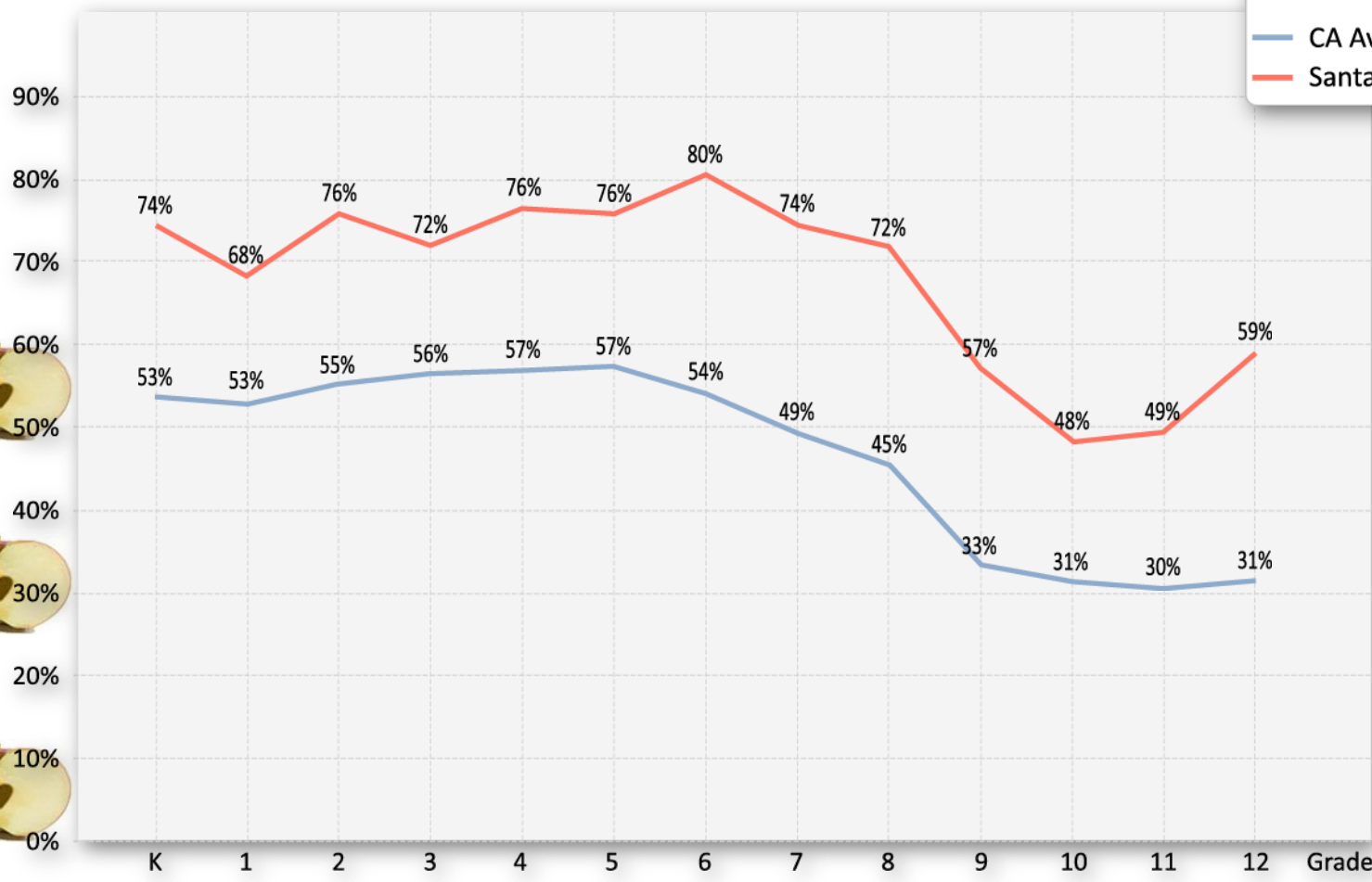
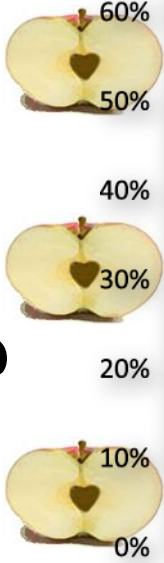
2012-13 SaveRate vs. State* Average

SaveRate by Grade

District

- CA Average
- Santa Ana Unified

Getting to the Core



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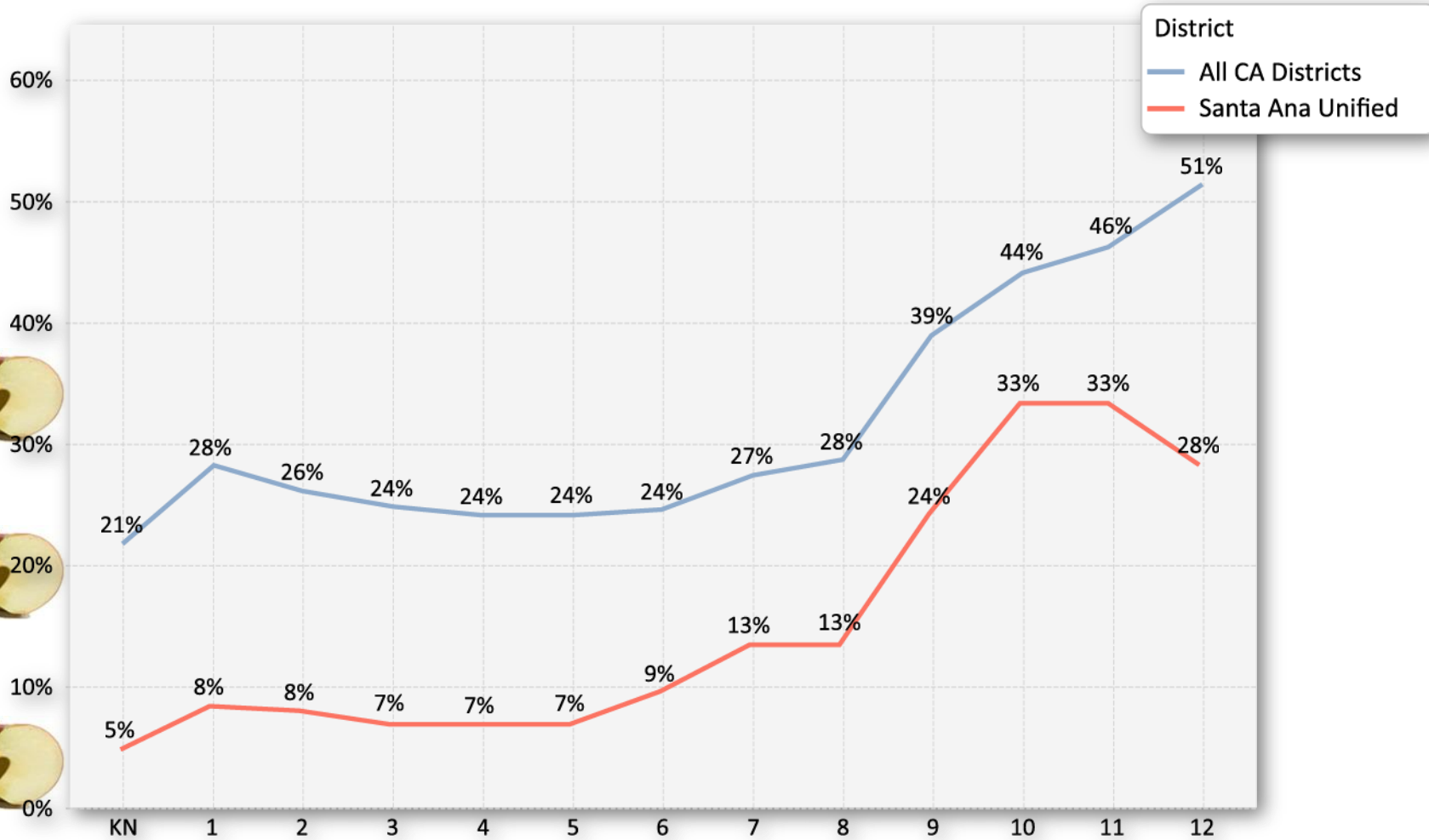
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* Approximately 900,000 California Students on A2A

District-wide Unexcused vs. State* by Grade



Getting to the Core



* Approximately 900,000 California Students on A2A

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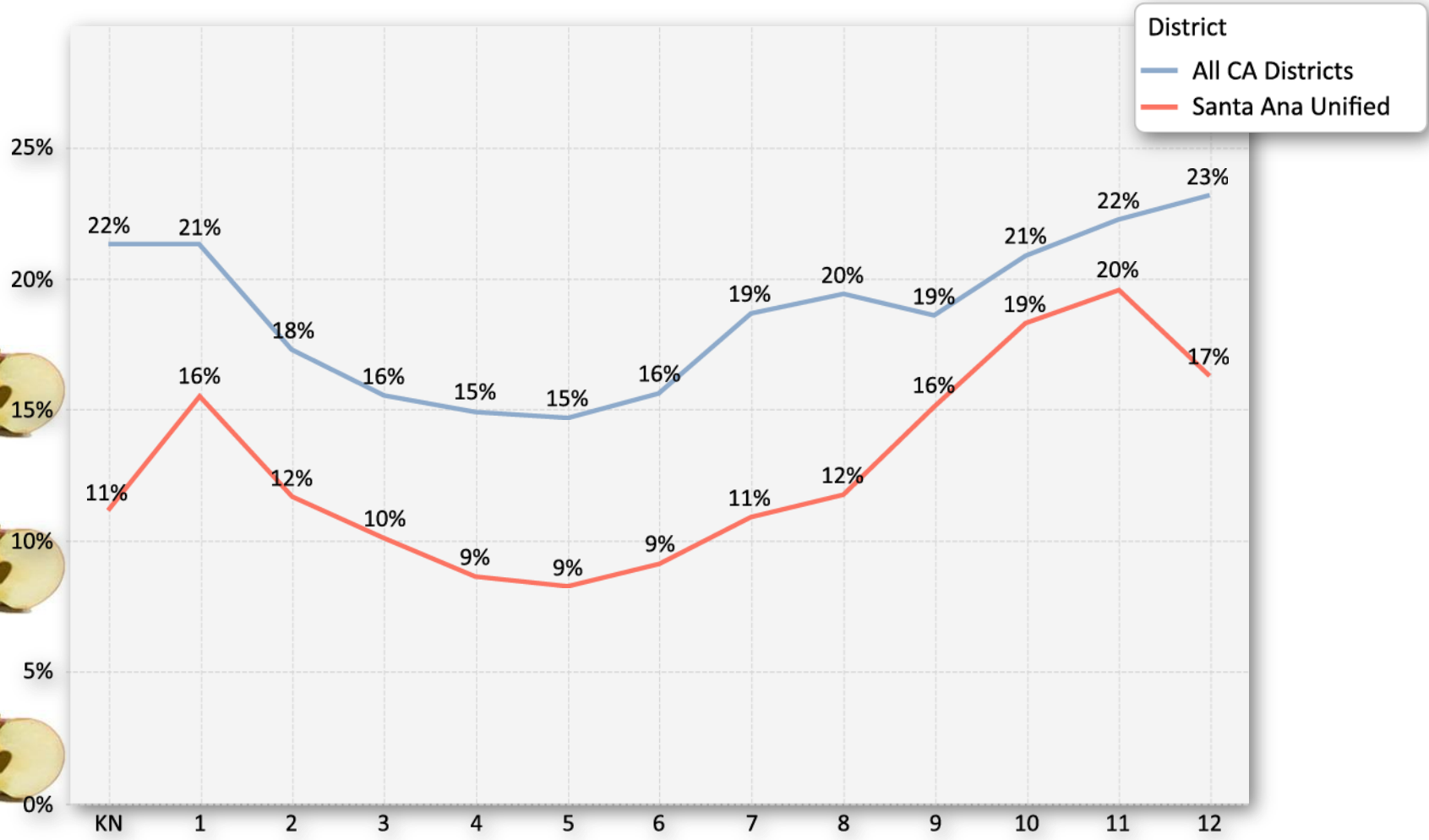
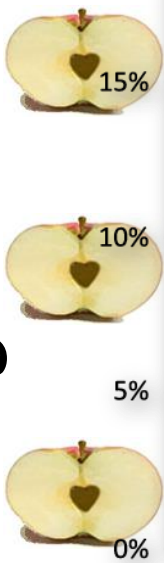
Climate

Successful Students



District-wide Excused vs. State* by Grade

Getting to the Core



* Approximately 900,000 California Students on A2A
Superior Standards

Climate

Successful Students

Thank you for your positive impact on the lives of California's children



Process Measurement Oversight Communication People Leadership

Getting to the Core



"The world is run by those who show up." – Anonymous



Superior Standards

Climate

Successful Students

**AGENDA ITEM BACKUP
July 23, 2013**

Board Meeting

TITLE: Facilities Update

ITEM: Presentation

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

PREPARED BY: Jessica Mears, Facilities Planner

BACKGROUND INFORMATION:

The purpose of this agenda item is to provide the Board a facilities update and report of Measure G activities.

RATIONALE:

This presentation is to keep the Board informed of the Measure G funding, construction projects, and future projects as part of the Facilities Program.

FUNDING:

Not Applicable

RECOMMENDATION:

Presented for information.



Getting to the Core



July 23, 2013



Facilities Update

Charles E. McCully, Interim Superintendent

Facilities and Governmental Relations Department

Joe Dixon, Assistant Superintendent

Todd Butcher, Director, Construction

Jessica Mears, Facilities Planner

Superior Standards

Capital

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Purpose of Tonight's Presentation

Getting to the Core

Three slices of an apple, arranged horizontally, positioned above the text "Getting to the Core".

Update:

- Facilities Program Funding
- Construction Projects
- Future and Potential Projects

Superior Standards

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Successful Students

Revenue



Revenue Funding	2008	2009	2010	2011	2012	2013	2014-15	Totals
Measure G 1st Sale	\$99,997,856							\$99,997,856
Measure G 2nd Sale		\$34,861,114						\$34,861,114
Measure G 3rd Sale			\$28,407,365					\$28,407,365
1st - QSCB		\$19,240,000						\$19,240,000
2nd - QSCB			\$17,535,000					\$17,535,000
State Funding	\$35,546,620	\$9,686,868	\$56,948,184	\$37,805,496	\$70,391,138	\$22,141,595	\$18,062,114	\$250,582,015
ERP Funding		\$3,146,627						\$3,146,627
E-Rate Reimbursement				\$1,257,667	\$3,305,940	\$2,944,259	\$2,494,468	\$10,002,334
QZAB					\$29,435,065			\$29,435,065
Year Total	\$135,544,476	\$66,934,609	\$102,890,549	\$39,063,163	\$103,132,143	\$25,085,854	\$20,556,582	
Total Program	\$135,544,476	\$202,479,085	\$305,369,634	\$344,432,797	\$447,564,940	\$472,650,794	\$493,207,376	

Superior Standards

Capital

Successful Students



Leveraged Funding (Excluding ERP)

Bond Campaign Language:
"Vote to repair



\$120,000,000
in State grants."

Funding	Program	Leveraged Funding Identified (in millions)
State	Critically Overcrowded Schools (COS)	\$45.2
	Overcrowding Relief Grant (ORG)	\$84.6
	Modernization (MOD)	\$95.4
	Career Tech (CTE)	\$2.4
Sub-Total		\$227.6
District Partners	CFC (YMCA)	\$3.1
	City of Santa Ana: Prop. 84 and CDBG	\$11.5
	City Development Agreement	\$7.7
Sub-Total		\$22.3
Federal	E-Rate	\$6.7
	Total	\$256.6M

Superior Standards

Capital

Successful Students

Emergency Repair Program (ERP)



ERP Project	Pending Reimbursement
Century HS Roofing	\$4,436,699
Fremont ES Roofing	\$1,427,388
Garfield ES Roofing	\$284,592
Hoover ES Roofing	\$1,062,538
Jackson ES Roofing	\$649,983
Lathrop IS Roofing	\$59,645
Monte Vista ES Roofing	\$577,127
Saddleback HS Roofing	\$3,282,007
Saddleback HS HVAC	\$965,957
Saddleback HS Asphalt	\$636,583
Saddleback HS Portable Replacement	\$996,086
Santa Ana HS Fire Alarm	\$1,109,232
Santa Ana HS HVAC	\$4,974,325
Santa Ana HS Paving	\$19,671
Santa Ana HS Restrooms	\$707,214
Wilson ES Roofing	\$887,513
Total	\$22,076,560

- William's Settlement
- Pending reimbursement funding

Superior Standards

Capital

Successful Students

Completed Projects



Getting to the Core



School	Scope
MOD Projects	
Adams ES	Modernization, technology upgrade, fencing
Carr IS	ADA upgrades, PA system, technology upgrade, fencing
Edison ES	Modernization, PA system, ADA upgrades, fencing, landscaping
Franklin ES	ADA upgrades, PA system, technology upgrade,
Fremont ES	Modernization, PA system, technology upgrade, landscaping
Harvey ES	Modernization, ADA upgrades, technology upgrade, fencing, landscaping
Hoover ES	Modernization, wall configuration, classroom, restroom upgrades
Jackson ES	Modernization, classroom, restroom upgrades
Jefferson ES	ADA upgrades, technology upgrade, fencing, landscaping
Lincoln ES	Lunch shelters, PA system, new entryway, fencing
Lowell ES	ADA upgrades, PA system, technology upgrade, landscaping
MacArthur FIS	New 12-classroom building, with new restrooms, site work, technology
Madison ES	Technology upgrade, electrical, paving, windows
Martin ES	ADA upgrades, technology upgrade, fencing, restroom upgrades
McFadden IS	ADA upgrades, carpet, technology upgrade
Monroe ES	ADA upgrades, technology upgrade, fencing, landscaping
Monte Vista ES	ADA upgrades, technology upgrade, restroom upgrades
Muir FES	ADA upgrades, carpet, PA system, fencing, restroom upgrades
Remington ES	ADA upgrades, technology upgrade, fencing, landscaping
Roosevelt ES	ADA upgrades, technology upgrade, fencing, restroom upgrades
Saddleback HS	Modernization, wall configuration, classroom, restroom upgrades
Santa Ana HS	Historic restoration, modernization, technology upgrades

Superior Standards

Capital

Successful Students

Completed Projects



School	Scope
MOD Projects Continued	
Santiago ES	ADA upgrades, technology upgrade, fencing, landscaping, restroom upgrades
Sepulveda ES	ADA upgrades, technology
Sierra IS	ADA upgrades, technology upgrade, restroom upgrades
Taft ES	ADA upgrades, PA system, technology upgrade, restroom upgrades
Willard IS	Modernization, classroom, restroom upgrades
Wilson ES	Modernization, ADA upgrades, technology upgrade, fencing, landscaping
COS Projects	
Carr IS	Two-story, 16-classroom building and site work
Diamond ES	Two-story, 16-classroom building and site work
Greenville FES	Two-story, 20-classroom building, parking lot, and site work
Kennedy ES	Two-story, 24-classroom building, parking lot, and site work
Lowell ES	Two-story, 16-classroom building and site work
Madison ES	Two-story, 32-classroom building, parking lot, and site work
Martin ES	Two-story, 16-classroom building, parking lot, and site work
Santiago ES	Two-story, 16-classroom building, parking lot, and site work
Joint Use Projects	
Monte Vista ES City Fencing	Ornamental and vinyl-coated chainlink fencing
Segerstrom HS	50 Meter swimming pool, locker rooms, bleachers

Getting to the Core



Superior Standards

Capital

Successful Students

Completed Projects



Getting to the Core



School	Scope
ORG Projects	
Century HS	Two-story 40-classroom building, artificial track/synthetic turf, site work, fencing, technology
Davis ES	Two-story 12-classroom building, site work, fencing, technology
Edison ES	Two-story 24-classroom building, new parking lot, site work, fencing, technology
Heninger ES	Two-story 20-classroom building, site work, new parking lot, fencing, technology
Santa Ana HS	Two-story 29-classroom building, artificial track/synthetic turf, site work, fencing, technology
Sierra Preparatory Academy	Two-story 29-classroom building, site work, fencing, technology
Spurgeon IS	Two-story 16-classroom building, site work, fencing, technology
Energy Efficiency Projects	
Saddleback HS	Solar photovoltaic system, solar panels, solar shade trees, solar thermal heating, roof, HVAC
Leveraged Projects	
Century HS Reconfiguration - Phase I	STEM Lab and Broadcast Lab relocation and improvements
Washington ES	Parking lot improvements, asphalt, lunch shelters, trash enclosure, fencing, landscaping
Santiago ES K-8 Building	One-story 8-classroom building

Superior Standards

Capital

Successful Students

2013 Construction Projects Underway



School	Scope	Anticipated Completion
Diamond ES MOD	Fire alarm, ADA, reconfigure Administration building, flooring, ceilings, lighting	August
Edison ES MOD	ADA, electrical upgrades	August
El Sol Charter	Phase I Reconstruction (SAUSD's Construction Supervisor and Inspector)	November
Garfield ES P2P	2-story, 12-classroom building, parking lot and drop-off, playground	August
Garfield ES Joint- Use	2-story, 10,000 sq. ft. Multipurpose Room / Community Center, parking lot	October
Greenville MOD	Reconfigure Administration, ceilings, ADA, casework, flooring, Kinder restrooms	August
Heninger Solar	128 KW solar parking lot system	October
Lathrop P2P	2-story, 12-classroom building, site work	August
MacArthur Solar	115 KW solar parking lot system	October
Sierra MOD	Flooring	August
Spurgeon MOD	First floor remodel	August
Taft	Fencing at front entry	August
Willard IS	Field improvements / Joint-use	August
Wilson ES	Parking lot addition, school entryway modifications	August

Superior Standards

Capital

Successful Students

Getting to the Core



Project Summary



	Planned Projects	Substantially Completed
Immediate Results Projects (IRP)	129	129
Critically Overcrowded Schools (COS)	8	8
Overcrowding Relief Grant (ORG)	11	8
Modernization (MOD)	34	32
Other Leveraged	3	3
Solar	11	1
Career Technical Education Grant (CTE)	7	7
Joint-Use	6	2
Emergency Repair Program (ERP)	16	16
Total	225	206

Superior Standards

Capital

Successful Students



Future Projects

School	Scope	Progress
Solar / QZAB Projects		
Carr IS	531 KW system with both parking and shade systems	Pending DSA and SAB Approvals
Century HS	476 KW solar parking lot system	Pending DSA and SAB Approvals
McFadden IS	366 KW solar parking lot system	Pending DSA and SAB Approvals
Santa Ana HS	385 KW solar parking lot system	Pending DSA and SAB Approvals
Segerstrom HS	806 KW solar parking lot system	Pending DSA and SAB Approvals
Taft ES	290 KW system with both parking and shade systems	Pending DSA and SAB Approvals
Thorpe FES	215 KW solar parking lot system	Pending DSA and SAB Approvals
Valley HS	523 KW solar rooftop system	Pending DSA and SAB Approvals
ORG		
Franklin ES	15-classroom P2P buildings	Awaiting State bond release
King ES	16-classroom P2P buildings	Awaiting State bond release
Wilson ES	8-classroom P2P building	Awaiting State bond release
MOD		
Mitchell CDC	Campus reconstruction	Awaiting State bond release

Superior Standards

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Future Projects



School	Scope	Progress
Energy Efficiency / Proposition 39		
Edison ES	Replace HVAC units	
Harvey ES	Replace multi-zone AC units	
Heninger ES	Replace central plant AC	
Kennedy ES	Replace multi-zone AC units	
King ES	Replace central plant AC	
Madison ES	Replace roofing and HVAC units	Pending Proposition 39 funding
Monte Vista ES	Replace HVAC units	
Pio Pico ES	Replace central plant AC	
Lathrop IS	Replace cooling tower	
Saddleback HS	Replace HVAC units	
Joint Use		
Madison Garden	Community garden, 1/2 basketball court	Construction starts summer 2013
Roosevelt/Walker Park and Community Center	Community Center and preschool classrooms, track and field, security lighting, playgrounds	Design phase
Other		
Heninger K-8 / SAHS Alterations	Lunch shelter, reconfigure fencing and entryway to accommodate the Heninger 7-8th grade classrooms	Lunch shelter summer 2013; SAHS alterations planned for summer 2014
Esqueda K-8	Lunch shelter	Construction starts summer 2013

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Building Fund Balance

Getting to the Core



Remaining Board Priorities

Measure G + E-Rate	\$210.02M
Expenditures:	(in millions)
IRP	\$2.57
COS	\$35.46
ORG	\$49.69
MOD	\$68.73
Solar	\$8.80
ERP	\$16.41
Balance	\$28.36
Mitchell CDC MOD	\$7.10
Franklin, King, Wilson ORGs	\$13.60
Contingency (20%)	\$1.53
Remainder	\$6.13

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Getting to the Core



Potential Future Projects



Future Projects	Funding
Alternative Education/ Grant Site P2P	State / Local
High School Stadiums	State / Local
Irvine / Newport Development Area (INDA) PreK-12 School	Identifying funding sources

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Stadiums – Environmental Review

Current Status:

	SAHS	SHS
Environmental Impact Report (EIR) completion	94%	85%
Contract amount to complete	\$3,864	\$9,393

A Notice of Exemption was filed for Century HS; an EIR was not required.

Board Direction / Options:

1. Complete the EIR process and proceed with construction for:
 - Santa Ana HS
 - Saddleback HS
 - Century HS (environmental review is complete/no EIR required)
2. Stop the EIR process. It can be restarted at some point in the future, but with additional start-up costs.
3. Complete the EIR process but delay construction. The EIR can be written to say the project would not be constructed until a future date.

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Next Steps

- **Tonight:**
 - Board direction on future projects:
 - Stadium EIRs
 - Alternative Education P2P
 - Heninger HVAC (agenda item 1.27)
- **September:**
 - Summer projects presentation
- **October:**
 - Garfield Ribbon Cutting

Getting to the Core

Three slices of an apple, arranged horizontally, positioned below the text "Getting to the Core".

Superior Standards

Capital

Successful Students

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

MINUTES

REGULAR MEETING
SANTA ANA BOARD OF EDUCATION

June 25, 2013

CALL TO ORDER

The meeting was called to order at 4:43 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, Dr. Phillips, Mr. Mendez, Ms. Lohnes, Mr. Dixon, 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 6:21 p.m.

PLEDGE OF ALLEGIANCE

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

SUPERINTENDENT'S REPORT

Dr. Meléndez greeted all present and reported a successful year with approximately 3,200 graduated students.

Dr. Meléndez recognized The Irvine Company and the Donald Bren Foundation for contributing more than \$10 million for Santa Ana students. With their continued support, students have been provided a strong, enriching after-school program administered by THINK Together. On behalf of the Donald Bren Foundation, Ms. Robin Leftwich, Vice President of Community Affairs, stepped to the lectern to accept a plaque of recognition and a beautiful original piece of art work by Victoria Villegas, a 12th grade student from Godinez Fundamental High School. Dr. Meléndez also recognized Mr. Randy Barth, CEO and Founder of THINK Together; Mr. Robert Santana, CEO of Boys and Girls Club of Santa Ana; Mr. Paul Pooler, Director of Education, Discovery Science Center; Ms. Hiba Shublak, Active Learning; Mr. Jerry Casales and Mrs. Aracely Casales, Toyama Karate Do. Dr. Meléndez thanked the agencies for their partnership and presented a musical selection by the award-winning Santa Ana High School Chamber Choir under the direction of their teacher, Ms. Kathy Cobwell.

Dr. Meléndez honored the Santa Ana High School Chamber Choir and Ms. Cobwell for their recent performance at Carnegie Hall in New York City.

Continuing with recognitions, Dr. Meléndez invited High School Inc. students Cecilia Magana, Carlos Ortiz, and Cesar Amezcua along with their Culinary Arts teacher Monica Aguilar and Principal, Mr. Yrarrazaval-Correa to the lectern. She presented them with a certificate of recognition for winning the Culinary Arts National Championship for the second consecutive year.

Dr. Meléndez invited Mr. Mario Villalobos, President of the Santa Ana Pop Warner Association to the lectern. Board President Hernández honored Mr. Villalobos for the support to Santa Ana students in the area of football.

Dr. Meléndez acknowledged the generous support Mr. Larry Arason from The Elks Service Club. The Elks Club conducts an annual intermediate sports recognition ceremony for students. Mr. Arason accepted a Certificate of Appreciation on behalf of the Board of Education.

Dr. Meléndez concluded her remarks by thanking the Board of Education and acknowledged all of the wonderful things that were accomplished by working together over the past two years. She thanked Cabinet staff for all of their hard work. They have worked diligently to put together 60/90/180 day Transition Plans, the Superintendent Progress Report, and created an electronic project management system to ensure a seamless transition with Interim Superintendent, Mr. Chuck McCully. The 60/90/180 day Transition Plan outlines short-term activities that are aligned with the SAUSD Strategic Plan. Dr. Meléndez stated that the SAUSD Strategic Plan has general goals that were already approved by the Board, and the entire plan will go to the Board for approval at a future Board Meeting. Superintendent Meléndez also thanked the entire SAUSD staff, the community and partners for their effort and support to be able to provide a well-rounded education to every single student. She thanked the students and parents and said it was an honor for her to serve them for the last two years, and looks forward to seeing all of the amazing things that will happen at Santa Ana Unified in the future.

Change in Order of Agenda

On behalf of the School Board, Vice President Richardson made a special presentation to Dr. Meléndez. Mr. Richardson said to Dr. Melendez that it was a blessing to have her for two years and the Board knows how important is for her to be with her husband. He thanked her for her dedication to the students, parents, staff, and the community of the Santa Ana Unified School District. Dr. Yamagata-Noji said the Board is grateful and thankful for all of Dr. Melendez's ideas, energy, contributions, and her conversations with educational leaders across the State who helped put SAUSD on the map as being a District leading the State in the Common Core Implementation, it made a tremendous impact and concluding her comment by stating, Dr. Meléndez is leaving her impression on the District. Ms. Iglesias thanked Dr. Meléndez for her guidance, support, and impact she had on parents. The community raves about Dr. Meléndez and she set a high standard and raised the bar. She said that Dr. Meléndez provided the opportunity for the District to shine and that takes a great person with compassion to work as hard as she did. Dr. Melendez was always there for the Board and community and she opened up the doors by engaging the parents. Mr. Richardson thanked Dr. Meléndez and wished her a belated Happy Birthday, wished her the best, and said the Board would continue to pray for her and her husband, mom and dad. Mr. Palacio said that when he thinks of Dr. Meléndez he thinks of her first name, THELMA: T means Tenacious; H means Honest; E means Exceptional: L means Loving: M means Motivational: A means Accessible. That is what Dr. Meléndez represented to students, parents and employees. She has left an imprint that parents are important and we need to engage them; students are important and also need to be engaged; employees are important. She has left the Superintendent Progress Report with all the accomplishments during her tenure and the Transition Plans and Preliminary Action Steps for the SAUSD Strategic Plan in which she went through a process in working with stakeholders. He concluded his remarks by thanking her for all her hard work. Mr. Hernández said that on a personal level he thanked her for being accessible to him, and wished her the best of luck, and a wonderful retirement.

PRESENTATION

Orange County Department of Education Third Quarterly Report on School Accountability Report Card for Fiscal Year 2012-13 Pursuant Williams Settlement Legislation

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

Mr. Mendez reported to the Board the District is in full compliance with the School Accountability Report Card (SARC) for sufficiency of textbooks and instructional materials and safety, cleanliness, and adequacy of school facilities.

PUBLIC HEARINGS

Assembly Bill 602 Annual Service Plan for 2013-14 School Year

Mr. Hernández called Ms. Lohnes to the lectern. Ms. Lohnes provided the Board with information on the Certification of the Annual Budget and the Annual Service Plans for the Special Education Local Plan Area. Mr. Hernández declared the Public Hearing open. He asked those wishing to address the item to step to the lectern. RoBen Head and Reena Burt parent representatives addressed the Board on the support they have with the beneficial services Special Education offers. After hearing comments, Mr. Hernández declared the Public Hearing closed.

Change in Order of Agenda

Mr. Hernández received consensus from the Board, to bring forward agenda item 5.0.

ADOPTION OF ASSEMBLY BILL 602 ANNUAL SERVICE PLAN FOR 2013-14 SCHOOL YEAR

It was moved by Mr. Hernández, seconded by Mr. Richardson, and carried 5-0, to adopt Assembly Bill 602 Annual Service Plan for the 2013-14 school year.

Adoption of 2013-14 Budget

Mr. Hernández declared the Public Hearing open. He asked those wishing to address the item to step to the lectern. After hearing no comments, Mr. Hernández declared the Public Hearing closed. Mr. Hernández called Dr. Phillips to the lectern. Dr. Phillips provided the Board with detailed financial reports and supplemental information. In addition, Dr. Phillips announced the new SAUSD interactive budget website that will provide more information and resources concerning school funding; the website address is www.sausd.us/fundingthecore.

Change in Order of Agenda

Mr. Hernández received consensus from the Board, to bring forward agenda item 6.0.

ADOPTION OF 2013-14 BUDGET AND APPROVAL OF "ATTACHMENT A" ADDENDUM

It was moved by Mr. Richardson, seconded by Mr. Palacio, and carried 4-1, Ms. Iglesias dissenting, to adopt the 2013-14 budget and approve the "Attachment A" addendum.

DISCUSSIONS

Memorandum of Understanding between City of Santa Ana and District

Mr. Hernández called Dr. Meléndez to the lectern. At the request of a Board member, Dr. Meléndez provided the Board with the purpose and mutual benefits SAUSD School Police has with its partnership with the Santa Ana Police Department. After further discussion, the District is to submit the PowerPoint to Santa Ana City Hall.

Board of Education - Student Representative

Ms. Iglesias began the discussion by providing the Board with information on student advisor's roles and responsibilities. After further discussion, the Board provided feedback and suggestions to Ms. Iglesias. Board members asked to reinstate high school's Associate Student Body representatives to provide future Board presentations.

PUBLIC PRESENTATIONS

Mr. Hernández asked those wishing to address the Board on matters related to agenda items to step to the lectern. Juana Nuñez thanked, recognized and provided a tribute by video to Dr. Meléndez. Lupe Montero addressed the Board on the Spurgeon Intermediate promotion ceremony. Tomasa Lozano addressed the Board on the support of the TOSA position at Lathrop Intermediate. Alex Vega addressed the Board regarding baseball fields. Henry Buenrostro addressed the Board on the recognition of the O.C. Regional Baseball League at Santa Ana and Saddleback High Schools. Frank Rodriguez, Rodrigo Herrera, Brayan Cruz, Carlos Piña, Erick Rendon, Miguel Prado, Blanca Martinez, Lucerito Carrillo, Hector Valencia, Michael Gearin, and Alex Molina addressed the Board related to two personnel issues concerning two Valley High School teachers. Ryan Belida addressed the Board on a Human Resources temporary employment letter he received.

1.0 APPROVAL OF CONSENT CALENDAR

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

- 1.7 Approval/Ratification of Listing of Agreements/Contracts with Santa Ana Unified School District and Various Consultants Submitted for Period of May 29, 2013 through June 11, 2013, and Annual for 2013-14 Fiscal Year

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

- 1.1 Approval of Minutes of Special Board Study Session - June 6, 2013 and Regular Board Meeting - June 11, 2013 of Regular Board Meeting - May 28, 2013

1.2 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

313794 - Carr Intermediate

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

324053 - Carr Intermediate

For the violation of Education Code Section 48900, paragraph C, that the Board expel the student from the schools of the District, and that the student may apply for readmission on or after January 31, 2014.

315248 - Carr Intermediate

For the violation of Education Code Section 48900, paragraph A, B, that the Board expel the student from the schools of the District, and that the student may apply for readmission on or after January 31, 2014.

307568 - Saddleback High School

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

330371 - Saddleback High School

For the violation of Education Code Section 48900, paragraph B, that the Board expel the student from the schools of the District, and that the student may apply for readmission on or after January 31, 2014.

175542 - Segerstrom High School

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

371371 - 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 January 31, 2014.

321538 - Villa Fundamental Intermediate

For the violation of Education Code Section 48900, paragraph B, J, that the Board expel the student from the schools of the District, and that the student may apply for readmission on or after January 31, 2014.

323217 - Villa Fundamental Intermediate

For the violation of Education Code Section 48900, paragraph C, that the Board expel the student from the schools of the District, and that the student may apply for readmission on or after January 25, 2014.

330327 - Willard Intermediate

For the violation of Education Code Section 48900, paragraph B, M, that the Board expel the student from the schools of the District, and that the student may apply for readmission on or after January 31, 2014.

324606 - Willard Intermediate

For the violation of Education Code Section 48900, paragraph A, that the Board expel the student from the schools of the District, and that the student may apply for readmission on or after January 31, 2014.

313608 - Willard Intermediate

For the violation of Education Code Section 48900, paragraph A, that the Board expel the student from the schools of the District, and that the student may apply for readmission on or after January 31, 2014.

- 1.3 Approval of Master Contracts and/or Individual Service Agreements with Nonpublic Schools and Agencies for Students with Disabilities for 2012-13 and 2013-14 School Years
- 1.4 Approval of Payment and Reimbursement of Costs Incurred for Designated Instructional Services for Students with Disabilities for 2012-13 School Year
- 1.5 Ratification of Purchase Order Summary and Listing of Orders \$25,000 and Over for Period of May 29, 2013 through June 11, 2013
- 1.6 Ratification of Expenditure Summary and Warrant Listing for Period of May 29, 2013 through June 11, 2013
- 1.8 Approval of Disposal of Obsolete Unrepairable Computer Equipment, Miscellaneous Furniture, and Equipment and Modification of Disposal Approval Process
- 1.9 Approval of New/Renewal of Membership in Organizations for 2013-14 Fiscal Year
- 1.10 Authorization to Utilize San Diego Unified School District Contract with Waxie Sanitary Supply for Purchase of Non-Warehoused Janitorial Supplies District-wide
- 1.11 Approval of Rejection of Government Code §910 and §910.2 Claim Against Santa Ana Unified School District - File No. 13-10862 DP
- 1.12 Approval of Rejection of Government Code §910 and §910.2 Claim Against Santa Ana Unified School District - File No. 13-11245 DP

ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION AND SEPARATE ACTION:

- 1.7 Approval/Ratification of Listing of Agreements/Contracts with Santa Ana Unified School District and Various Consultants Submitted for Period of May 29, 2013 through June 11, 2013, and Annual for 2013-14 Fiscal Year

It was moved by Mr. Richardson, seconded by Mr. Palacio, and carried 4-1, Ms. Iglesias dissenting, with the exception of No. 1 and No. 10, to approve/ratify the listing of agreements/contracts with the Santa Ana Unified School District and various consultants submitted for the period of May 29, 2013 through June 11, 2013, and annual for 2013-14 fiscal year. No. 1 and No. 10 will return to a future meeting.

REGULAR AGENDA - ACTION ITEMS

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

It was moved by Mr. Richardson, seconded by Mr. Hernández, and carried 5-0, 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 2013-18 AGREEMENT WITH THINK TOGETHER, INC., FOR MANAGEMENT OF EXTENDED LEARNING PROGRAM SERVICES

At the request of Dr. Yamagata-Noji, discussion on this item shown for the record: Stipulation of the budget both on the Summary and the Agreement retaining 5% indirect costs; in the planning, the District wanted to be responsible for the curriculum and curriculum training; concerned this is a five-year agreement on a 5% for the entire five years; THINK Together will essentially get 95% of the funds because the District receives 5%; part of the issue with some of the folks that were recognized tonight who want to make sure they continue to be a part of this; the role of the Board is to be sure they understand what they are approving and that it's going to serve the District's best interest in terms of a fiduciary responsibility; a budget can always be an addendum that is brought back to the Board once the dollar amounts are known, but in terms of this five-year agreement, Dr. Yamagata-Noji wants to make sure their best interests were included because she was expecting to see a different formula other than the normal 5% indirect; and she wants to make sure there is enough provisions in the agreement.

It was moved by Mr. Hernández, seconded by Mr. Richardson, and carried 4-1, Ms. Iglesias dissenting, to approve the agreement with THINK Together, Inc., for management of extended learning program services for five years, beginning August 1, 2013 and ending on August 1, 2018.

4.0 APPROVAL TO PARTNER WITH CALIFORNIA STATE UNIVERSITY, FULLERTON, ON BUILDING LEADERSHIP CAPACITY INITIATIVE FOR OFFICE OF INNOVATION AND IMPROVEMENT GRANT FOR 2013-18 SCHOOL YEARS

It was moved by Mr. Palacio, seconded by Mr. Hernández, and carried 5-0, to approve the partnership with California State University, Fullerton on the Building Leadership Capacity Initiative Grant for the 2013-18 school years.

5.0 ADOPTION OF ASSEMBLY BILL 602 ANNUAL SERVICE PLAN FOR 2013-14 SCHOOL YEAR

Action was taken earlier in the meeting.

6.0 ADOPTION OF 2013-14 BUDGET AND APPROVAL OF "ATTACHMENT A" ADDENDUM

Action was taken earlier in the meeting.

7.0 APPROVAL OF DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS FOR 2013-14 SCHOOL YEAR

It was moved by Mr. Palacio, seconded by Mr. Richardson, and carried 4-1, Ms. Iglesias dissenting, to approve the Declaration of Need for Fully Qualified Educators for the 2013-14 school year as requested by the California Commission on Teacher Credentialing.

8.0 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.

Change in Order of Agenda

RECESS TO CLOSED SESSION

Mr. Hernández recessed the regular meeting of the Board of Education at 10:58 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 11:21 p.m.

Change in Order of Agenda

9.0 APPROVAL OF CONTRACT AGREEMENT FOR INTERIM SUPERINTENDENT

It was moved by Mr. Palacio, seconded by Mr. Richardson, and carried 5-0, to approve the contract agreement for Interim Superintendent Charles E. McCully.

Board President Hernández invited Mr. McCully to the lectern. Mr. McCully thanked the Board for the opportunity to serve as Interim Superintendent. He congratulated Dr. Meléndez and stated that the contributions that she has made to this District will leave her footprints here for a long-long time. Unlike other districts he has served recently, this District is focused, attention driven, all with students in mind, academic achievement, and following her is an interesting task. On one hand, filling her shoes will be almost impossible. On the other hand, it will be easy because she is so well organized, the Strategic Plan, and the Common Core which are already underway. Mr. McCully said he will do his best to do a job that will continue that focus, and looks forward in working with Dr. Meléndez on time-to-time, and serving the Board to the best of his ability.

10.0 BOARD AND STAFF REPORTS/ACTIVITIES

Ms. Iglesias

- Reminded everyone of the City of Santa Ana 4th of July celebration;
- Had fun at the graduations; thanked the Board for the opportunity to accept the graduating class of Valley High School;
- Will miss Dr. Meléndez.

Mr. Richardson

- Congratulated Dr. Meléndez;
- Thanked Lucinda Pueblos and Cindy Peronto for the Leadership Conference; was real nice.

Mr. Hernández

- Thanked Mr. Hammitt on behalf of the Board for all of his work and wished him the best of luck in his future endeavors;
- Congratulated Dr. Meléndez on her retirement and wished her well.

REPORT OF ACTION TAKEN IN CLOSED SESSION

By a vote of 5-0, the Board took action to approve the Workers' Compensation Stipulated Award in the amount of \$25,932.50 for former classified Food Services' worker, as named in closed session - Claim No. SUSD-005597.

Moved: Hernández _____ Richardson _____ Yamagata-Noji X Palacio _____ Iglesias _____
 Seconded: Hernández _____ Richardson X Yamagata-Noji _____ Palacio _____ Iglesias _____
 Vote: Ayes 5 Noes 0 Abstain _____ Absent _____

By a vote of 5-0, the Board took action to approve the Workers' Compensation Compromise and Release in the amount of \$75,000 for former certificated teacher, as named in closed session - Claim No. SUSD-007446.

Moved: Hernández _____ Richardson X Yamagata-Noji _____ Palacio _____ Iglesias _____
 Seconded: Hernández X Richardson _____ Yamagata-Noji _____ Palacio X Iglesias _____
 Vote: Ayes 5 Noes 0 Abstain _____ Absent _____

By a vote of 5-0, the Board took action to approve the appointment of Katy Castellanos-Consolida to the position of Principal, Alternative Education.

Moved: Hernández _____ Richardson X Yamagata-Noji _____ Palacio _____ Iglesias _____
 Seconded: Hernández _____ Richardson _____ Yamagata-Noji X Palacio _____ Iglesias _____
 Vote: Ayes 5 Noes 0 Abstain _____ Absent _____

By a vote of 3-2, the Board took action to approve the appointment of Dr. Kathy Apps to the position of Principal, Middle College High School.

Moved: Hernández _____ Richardson _____ Yamagata-Noji X Palacio _____ Iglesias _____
Seconded: Hernández _____ Richardson X Yamagata-Noji _____ Palacio _____ Iglesias _____
Vote: Ayes 3 Noes 2 Abstain _____ Absent _____

By a vote of 4-0-1, the Board took action to approve the appointment of Duncan S. McCulloch to the position of Principal, Segerstrom High School.

Moved: Hernández _____ Richardson X Yamagata-Noji _____ Palacio _____ Iglesias _____
Seconded: Hernández _____ Richardson _____ Yamagata-Noji _____ Palacio X Iglesias _____
Vote: Ayes 4 Noes 0 Abstain 1 Absent _____

By a vote of 5-0, the Board took action to approve the Memorandum of Understanding between the Santa Ana Unified School District and the Santa Ana Educators' Association, agreed that the initial proposals for the successor agreement for the 2013-14 school year will be presented during the first bargaining session in September 2013.

Moved: Hernández X Richardson _____ Yamagata-Noji _____ Palacio _____ Iglesias _____
Seconded: Hernández _____ Richardson X Yamagata-Noji _____ Palacio _____ Iglesias _____
Vote: Ayes 5 Noes 0 Abstain _____ Absent _____

By a vote of 5-0, the Board took action to approve the Memorandum of Understanding between the Santa Ana Unified School District and the Classified School Employees Association and its Chapter 41 regarding the new term agreement for the 2013-16 school years.

Moved: Hernández X Richardson _____ Yamagata-Noji _____ Palacio _____ Iglesias _____
Seconded: Hernández _____ Richardson X Yamagata-Noji _____ Palacio _____ Iglesias _____
Vote: Ayes 5 Noes 0 Abstain _____ Absent _____

ADJOURNMENT

There being no further business to come before the Board, Mr. Hernández adjourned the meeting in memory of Gordon Bricken, former Mayor of Santa Ana at 11:30 p.m.

The next Regular Meeting will be held on Tuesday, July 23, 2013, at 6:00 p.m.

ATTEST:

Charles E. McCully
Interim Secretary
Santa Ana Board of Education

SANTA ANA UNIFIED SCHOOL DISTRICT
GIFTS RECOMMENDED FOR ACCEPTANCE - June 25, 2013

School:	Gift:	Amount:	Donor:	Used for:
Adams Elementary		\$569	Lifetouch National School Studio Ms. Cathy Becher Irvine	Field trips
Edison Elementary		\$628	Lifetouch National School Studio Ms. Cathy Becher Irvine	Field trips and instructional supplies
Garfield Elementary		\$3,456	Garfield PTA Mrs. Guadalupe Aguilar Santa Ana	Student support and enrichment, and instructional supplies
Jackson Elementary		\$500	The Scotts Company and Subsidiaries Mr. Mark J. Weaver Marysville, OH	Jackson's garden
Kennedy Elementary		\$500	Kennedy PTA Ms. Adriana Enriquez Santa Ana	Playworks consultant fee
Kennedy Elementary		\$575	McDonalds Ms. Carina Arellano Santa Ana	Playworks consultant fee
Kennedy Elementary		\$500	The Scotts Company and Subsidiaries Mr. Mark J. Weaver Marysville, OH	Playworks consultant fee
Kennedy Elementary		\$821	Lifetouch National School Studio Ms. Cathy Becher Irvine	Playworks consultant fee
Lincoln Elementary		\$500	Buddhist Tzu Chi Foundation Mrs. Emily W. Chu San Dimas	Instructional supplies
Madison Elementary		\$3,275	Mr. Ted Holcomb Los Alamitos	Teachers, Classified staff, and parent appreciation and student incentives/rewards

Minutes

June 25, 2013

School:	Gift:	Amount:	Donor:	Used for:
Martin Elementary		\$3,716	CANAAN Presbyterian Church Sr. Pastor Inn Chul Kim Santa Ana	Fifth grade Science Camp
Muir Fundamental Elementary		\$1,484	John Muir PTA Mr. Danny Garza Santa Ana	Student agendas
Muir Fundamental Elementary		\$1,539	School Portraits by Kranza Mr. Gary R. Kranz, Sr. Santa Ana	Instructional supplies
Santa Ana High		\$500	West Ed Barbara Dietsch, Ph.D. Los Alamitos	Staff recognition
Segerstrom High School		\$750	United Health Care Ms. Liz Herrera Santa Ana	Track and field program
Regional Occupational Program (ROP)		\$600	Mrs. Patricia Carter Tustin	ROP student scholarships
June 25, 2013 donations		\$16,813		
2013 Total donations	\$156,348	\$173,161		

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

Personnel Calendar

CERTIFICATED PERSONNEL CALENDAR

Board Meeting - June 25, 2013

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
RETIREMENTS					
Beach, Nancy	Teacher	Lorin Grisset	June 14, 2013		Retirement - 24 years
Bellas, Kathleen	Teacher	Roosevelt	June 14, 2013		Retirement - 13 years
Cole, Pauline	Teacher	Santiago	May 20, 2013		Retirement - 16 years
Maruyama, Rene	Teacher	Taft	June 14, 2013		Retirement - 34 years
RESIGNATIONS					
Cook, Diana	Teacher	Taft	June 3, 2013		Moving - 8 years
CHANGE IN CONTRACT LENGTH CORRECTION					
Norton, Julie	Speech and Language Pathologist	Speech Department	August 22, 2013		From 80% to 100% contract
ABSENCE (3 to 20 duty days) - Without Pay with Benefits					
Ingersoll, Laura	Speech and Language Pathologist	Speech Department	June 3, 2013	June 14, 2013	Child Care

Chad Hammitt, Assistant Superintendent, Personnel Services

Personnel Calendar

CERTIFICATED PERSONNEL CALENDAR

Board Meeting - June 25, 2013

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
FAMILY CARE AND MEDICAL LEAVE ABSENCE (3 to 20 duty days) - Paid with Benefits					
Wiedrick, Eulalla	Teacher	Muir	June 6, 2013	June 14, 2013	Statutory
FAMILY CARE AND MEDICAL LEAVE (3 to 20 duty days) - Without Pay with Benefits					
Jordan, Sara	Teacher	Segerstrom	June 10, 2013	June 13, 2013	Statutory
Tieu, Ngoc	Teacher	Saddleback	June 3, 2013	June 13, 2013	Statutory
FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Without Pay with Benefits					
Post, Robin	Teacher	Madison	May 10, 2013	June 14, 2013	Statutory
CALIFORNIA FAMILY RIGHTS ACT (3 to 20 duty days) - Without Pay with Benefits					
Jordan, Sara	Teacher	Segerstrom	June 10, 2013	June 13, 2013	Statutory
Tieu, Ngoc	Teacher	Saddleback	June 3, 2013	June 13, 2013	Statutory
EXTENSION ON FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Paid with Benefits					
Castellanos, Katy	Assistant Principal	Lorin Grisct	May 23, 2013	June 10, 2013	Statutory
Jordan, Sara	Teacher	Segerstrom	May 25, 2013	June 7, 2013	Statutory
		K-12 Curriculum Instruction/Staff			
Martinez, Silvia	Teacher	Development	May 24, 2013	May 31, 2013	Statutory
Santiago, Edith	Teacher	Heninger	June 1, 2013	June 14, 2013	Statutory

Chad Hammitt, Assistant Superintendent, Personnel Services

Personnel Calendar

CERTIFICATED PERSONNEL CALENDAR

Board Meeting - June 25, 2013

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
EXTRA DUTY 2012-13					
Galindo-Werner, Lisa	Teacher	Mitchell	June 17, 2013	June 28, 2013	Regular Hourly Rate
Larsson, Mary	Speech and Language Pathologist	Speech Department	June 17, 2013	June 28, 2013	Regular Hourly Rate
Lubetkin, Martie	Speech and Language Pathologist	Speech Department	June 17, 2013	June 28, 2013	Regular Hourly Rate
EXTENDED WORK YEAR 2012-13					
Bywater, Colette	Nurse	Early Childhood Education	June 17, 2013	June 28, 2013	10 Additional Days
Enniss, Elizabeth	Nurse	Early Childhood Education	June 17, 2013	June 28, 2013	5 Additional Days
Loftus, Karen	Nurse	Early Childhood Education	June 17, 2013	June 28, 2013	5 Additional Days
EXTRA DUTY 2013-14					
Corell, Julie	Speech and Language Pathologist	Speech Department	July 1, 2013	August 1, 2013	Regular Hourly Rate
Galindo-Werner, Lisa	Teacher	Mitchell	July 1, 2013	August 1, 2013	Regular Hourly Rate

Chad Hammitt, Assistant Superintendent, Personnel Services

Personnel Calendar

CERTIFICATED PERSONNEL CALENDAR

Board Meeting - June 25, 2013

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
EXTRA DUTY 2013-14 (Continued)					
	Speech and Language Pathologist				
Larsson, Mary	Speech and Language Pathologist	Speech Department	July 1, 2013	August 1, 2013	Regular Hourly Rate
Lubetkin, Martie	Speech and Language Pathologist	Speech Department	July 1, 2013	August 1, 2013	Regular Hourly Rate
EXTENDED WORK YEAR 2013-14					
Voight, Damon	Assistant Principal	Willard	July 23, 2013	July 31, 2013	6 Additional Days
CO-CURRICULAR 2012-13					
Bohinc, Melissa		Sierra	2012-13		Drill Team
SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS					
Hefner, Shayna					
Lopez, Adolfo					
Shimasaki, Darren					
SUMMER SCHOOL TEACHERS 2012-13					
Alvarez, Guillermo		Godinez			
Ashkiani, Ali		Century			
Bertoglio, Lauren		Godinez			

Chad Hammitt, Assistant Superintendent, Personnel Services

Personnel Calendar

CERTIFICATED PERSONNEL CALENDAR

Board Meeting - June 25, 2013

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
SUMMER SCHOOL TEACHERS 2012-13 (Continued)					
Bolanos, Dorian		Santa Ana			
Booker, Howard		Lorin Grisct			
Boukova, Rounnyana		Saddleback			
Bradshaw, Christopher		Valley			
Brenneman, Robert		Godinez			
Brown, James		Santa Ana			
Bustard, Michael		Saddleback			
C'De Baca, Cooper		Godinez			
Cervantes, Alfredo L.		Saddleback			
Chawke, Michael		Lorin Grisct			
Cluppet, Michael		Century			
Contreras, Juan C.		Century			
Contreras, Miriam		Godinez			
De Santiago, Martin		Santa Ana			
Do, Anh		Godinez			
Elizondo, Gerard		Godinez			
Elway, Mark		Century			
Espinosa, Annie		Godinez			
Everett, Julie		Godinez			
Fenwick, Randolph		Godinez			
Florance, Joseph		Chavez			
Garcia, Juan		Chavez			
Garcia, Teresa D.		Godinez			
Gautreau, Jennifer		Godinez			
Gentile, Nicholas		Saddleback			
Gharda, Roene		Godinez			

Chad Hammitt, Assistant Superintendent, Personnel Services

Personnel Calendar

CERTIFICATED PERSONNEL CALENDAR

Board Meeting - June 25, 2013

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
SUMMER SCHOOL TEACHERS 2012-13 (Continued)					
Gibson, Jonathan		Saddleback			
Glenn, Thomas		Saddleback			
Gomeztrejo, Fred		Godinez			
Gonzalez, Alvar		Santa Ana			
Gordon, Roger		Lorin Grisset			
Harris, Donzelle		Valley			
Harrison, Thomas		Century			
Hennemuth, Mark		Valley			
Herrera, Claudia		Valley			
Hess, Thomas		Godinez			
Hinman, Robert		Santa Ana			
Holguin, Michelle		Saddleback			
Jara, Ricardo		Century			
Johnson, Lara		Santa Ana			
Johnston, Margery		Lorin Grisset			
Kavati, Kamala		Century			
Kirchberg, John		Valley			
Konstan, Mona		Godinez			
Lara, Ricardo		Century			
Lawhon, Charles		Godinez			
Lillie, Brian		Santa Ana			
Lopez, Veronica L.		Valley			
Lubba, Marcus		Valley			
Mackenzie, Marcus		Lorin Grisset			
Madrid, Albert		Valley			
Malagon, Arnulfo		Chavez			

Chad Hammitt, Assistant Superintendent, Personnel Services

Personnel Calendar

CERTIFICATED PERSONNEL CALENDAR

Board Meeting - June 25, 2013

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
SUMMER SCHOOL TEACHERS 2012-13 (Continued)					
Maldonado, Gloria		Chavez			
Manntai, Eric		Saddleback			
Manntai, Jessica		Century			
Mc Cook, Robert		Santa Ana			
Mc Guinness, John		Saddleback			
Mc Reynolds, Angela		Godinez			
McCluskey, Kameron		Godinez			
Mejia, Juan C.		Valley			
Miranda, Ivan		Chavez			
Mitchell-Foust, Michelle		Lorin Grisset			
Mohammadi, Mehdi		Godinez			
Molina, Fausto Jr.		Valley			
Morgan, Robert		Godinez			
Morookian, Jerrold		Saddleback			
Morris, Thomas IV		Chavez			
Musngi, Noemi		Godinez			
Nguyen, Lien		Chavez			
Nguyen, Michael		Valley			
Nguyen, Thu		Chavez			
Ninofranco, John		Godinez			
Nong, Amber		Century			
Nunez, Jesus		Saddleback			
Oishi, Todd		Godinez			
Peimbert, Barbara		Saddleback			
Perez, Maria C.		Santa Ana			
Petrova, Nikolina		Godinez			

Chad Hammitt, Assistant Superintendent, Personnel Services

Personnel Calendar

CERTIFICATED PERSONNEL CALENDAR

Board Meeting - June 25, 2013

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
SUMMER SCHOOL TEACHERS 2012-13 (Continued)					
Pfeifer, Thomas		Godinez			
Pola, Kevin		Godinez			
Priess, Ann		Godinez			
Qafaiti, Michael		Chavez			
Ramirez, Angelica		Santa Ana			
Ramirez, Robert		Santa Ana			
Ramos, Rafael		Lorin Grisset			
Reuter, David		Santa Ana			
Reyes-Mandujano, Alejandro		Chavez			
Reynoso, Jesse		Lorin Grisset			
Robison, James		Santa Ana			
Rockwell, Bruce		Lorin Grisset			
Rodriguez, Raul		Santa Ana			
Romero, Analu		Santa Ana			
Scanlon, Brian		Valley			
Sechrest, Eric		Santa Ana			
Sixtos, Maria		Lorin Grisset			
Sloan, Erin		Godinez			
Snyder, William		Godinez			
Streckfus, Anne Marie		Century			
Swanstrom, Carl		Valley			
Ta, My		Santa Ana			
Taconelli, Josina		Godinez			
Tagaloa, Joseph		Godinez			
Tena, Daniel		Godinez			

Chad Hammitt, Assistant Superintendent, Personnel Services

Personnel Calendar

CERTIFICATED PERSONNEL CALENDAR

Board Meeting - June 25, 2013

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
SUMMER SCHOOL TEACHERS 2012-13 (Continued)					
Terwilliger, Erik		Valley			
Todorov, Nina		Century			
Trumbo, Richard		Santa Ana			
Turner, Rosalind		Saddleback			
Urrea, Gustavo		Chavez			
Valencia, Claudia		Godinez			
Van Dusen, Kathy		Chavez			
Vasquez, Charles		Saddleback			
Vazquez, Benjamin		Valley			
Vazquez, Jose		Valley			
Vicario, Maria		Godinez			
Vu, Lan		Godinez			
Walle, Angelita		Santa Ana			
Wong, David		Santa Ana			
Yamashita, Sandra		Saddleback			
You, Ah Ryang		Godinez			
Zinger, Maia		Godinez			
ROP SUMMER SCHOOL TEACHERS 2012-13					
Acuna, Jennifer					
Aguilar, Monica C.					
Curiel, Danny					
Duran, Santa					
Erikson, Tom					
Fe, Helen					

Chad Hammitt, Assistant Superintendent, Personnel Services

Personnel Calendar

CERTIFICATED PERSONNEL CALENDAR

Board Meeting - June 25, 2013

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
ROP SUMMER SCHOOL TEACHERS 2012-13 (Continued)					
Fischer, Charlene					
Henriquez, Noe					
Katz, David					
Long, Lana					
Lynch, Kenneth					
Magarro, June					
Maharaj, Chester					
Mannique, Ricardo					
Rich, Christine					
Russo, Joseph					
Vu, Minh T.					
Zook, Danny					
ROP SUMMER SCHOOL SUBSTITUTE TEACHERS 2012-13					
Acuna, Jennifer					
Borzilleri, Gail					
Carson, Gerald					
Curtiel, Danny					
Davis, Jacqueline					
Duran, Santa					
Erikson, Tom					
Fe, Helen					
Field, Patricia					
Fischer, Charlene					
Garza, Cesar					

Chad Hammitt, Assistant Superintendent, Personnel Services

Personnel Calendar

CERTIFICATED PERSONNEL CALENDAR

Board Meeting - June 25, 2013

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
ROP SUMMER SCHOOL SUBSTITUTE TEACHERS 2012-13 (Continued)					
Grogan, Janet					
Haynie, Britani					
Henriquez, Noe					
Kahapea, Karin					
Katz, David					
Long, Lana					
Lynch, Kenneth					
Magarro, June					
Maharaj, Chester					
Manrique, Ricardo					
Mireles, Jose					
Mitchell, Herman					
Navarro, Yanira					
Rich, Christine					
Russo, Joseph					
Savchenko, Valentina					
Tapia, Anita					
Verino, Sergio					
Vu, Bob					
Vu, Minh T.					
Zook, Danny					
SUMMER HOME TEACHERS					
Heneghan, Daniel	Home Teacher	Pupil Support Services	June 18, 2013	August 1, 2013	If and as needed basis

Chad Hammitt, Assistant Superintendent, Personnel Services

Personnel Calendar
CERTIFICATED PERSONNEL CALENDAR
Board Meeting - June 25, 2013

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
ADMINISTRATIVE SUBSTITUTES					
	Administrative Substitute				
De Berry, Robert	Administrative Substitute	Heroes	June 17, 2013	June 27, 2013	As-Needed-Basis
Pappas, Louis	Administrative Substitute	Human Resources	July 1, 2013	June 30, 2014	As-Needed-Basis
ADMINISTRATIVE REASSIGNMENTS					
Barden, Judith	Assistant Principal on Special Assignment	K-12 Curriculum Instruction/Staff Development	July 1, 2013		From Director of Curriculum Staff Development to Assistant Principal on Special Assignment
Ito, Alexandra	Coordinator of Student Achievement	K-12 Curriculum Instruction/Staff Development	July 1, 2013		From Director of Instructional Technology to Coordinator of Student Achievement

Chad Hammitt, Assistant Superintendent, Personnel Services

**AGENDA ITEM REQUESTS
CERTIFICATED
2012-13**

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
AVID Coordinator	Century	OCDE Destination Graduation Project	\$2,500	July 1, 2013
AVID Coordinator (Correction previously approved June 26, 2012)	Lathrop	EIA-SCE	From \$500 to \$1,500	July 1, 2012
AVID Coordinator (Ratification)	Carr	AVID	\$2,300	August 22, 2012
AVID Coordinator (Ratification)	Century	OCDE Destination Graduation Project	\$2,500	July 2, 2012
CCSS Summer Math Institute	Educational Services K-12	Bechtel K-8 CCSS-M	\$99,021	August 12, 2013
Physical Education/Physical Activity (PE/PA) Training Extra Duty - Certificated	Special Projects	PEP/Commit to be fit	\$10,000	August 5, 2013
RTC Kindergarten and Fall CELDT Testing	Registration & Testing Center	EIA-SCE	\$76,899	July 1, 2013
SIG Read 180 & System 44 Training	Santa Ana	SIG	\$6,400	August 1, 2013
Staff Development	Education Technology	Technology	\$15,000	July 1, 2013
Summer Curriculum Development	Education Technology	Education Technology	\$5,000	July 1, 2013
Transitional Kindergarten and Kindergarten Training	Educational Services K-12	Title II	\$13,500	July 1, 2013

**Board Meeting
June 25, 2013**

Personnel Calendar
Board Meeting - June 25, 2013

CLASSIFIED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
RETIREMENTS						
Gonzalez, Aurora	Fd. Svc. Wkr.	Fremont	June 13, 2013			27 years, 6 months
Hollinger, Sandra	Fd. Svc. Spvr. HS	Century	June 13, 2013			34 years, 7 months
Lopez, Jesus	Instr. Asst. Sev. Dis.	Valley	June 13, 2013			11 years
RESIGNATION						
Ayala, Blanca	Teacher's Aide	ECE	June 14, 2013			Personal - 2 months
TERMINATIONS						
Ly, Nathy	Teacher's Aide	ECE	June 14, 2013			2 months
Sandoval, Melinda	Teacher's Aide	ECE	June 14, 2013			2 months
ABSENCE (3 to 20 duty days) - Without Pay						
Espinoza de Sanchez, Lucila	Fd. Svc. Wkr.	Godinez	June 3, 2013	June 13, 2013		Personal
FAMILY CARE & MEDICAL LEAVES (3 to 20 duty days) - Paid						
Chamu-Lemus, Veronica	Headstart Teacher	Child Dev.	May 28, 2013	June 10, 2013		Statutory Leave

Personnel Calendar
 Board Meeting - June 25, 2013

CLASSIFIED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
FAMILY CARE & MEDICAL LEAVES (3 to 20 duty days) - Paid (Continuation)						
Quinonez, Dahlia	Sr. Account Clerk	Accounting Dept.	June 10, 2013	June 13, 2013		Statutory Leave
FAMILY CARE & MEDICAL LEAVE (3 to 20 duty days) - Without Pay						
Paredones, Monica	Interpreter/Translator Special Ed.	Special Ed.	June 3, 2013	June 14, 2013		Statutory Leave
EXTENSION OF FAMILY CARE & MEDICAL LEAVES (3 to 20 duty days) - Paid						
Bernal, Rosa	Executive Secretary	Facilities Dept.	June 3, 2013	June 7, 2013		Statutory Leave
Morales, Rebeca	Fd. Svc. Wkr.	Century Purchasing	May 24, 2013	June 11, 2013		Statutory Leave
Torres, Dolores	Senior Buyer	Dept. Purchasing	May 27, 2013	May 31, 2013		Statutory Leave
Torres, Dolores	Senior Buyer	Dept.	June 6, 2013	June 14, 2013		Statutory Leave
FAMILY CARE & MEDICAL LEAVES (21 duty days or more) - Paid						
Chavez, Alejandra	Community Worker	Mitchell	June 3, 2013	July 29, 2013		Statutory Leave
Craig, Jay	Plant Custodian Elem.	Hoover	June 18, 2013	July 30, 2013		Statutory Leave
Figueroa, Patricia	Custodian	Esgueda	June 3, 2013	August 2, 2013		Statutory Leave
Lopez, Jose	Facilities Planning Technician	Facilities Dept.	May 30, 2013	June 27, 2013		Statutory Leave

Personnel Calendar
 Board Meeting - June 25, 2013

CLASSIFIED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
LEAVES (21 duty days or more) - Without Pay						
		Sierra Preparatory				
Garcia, Lynette	Instr. Asst. Sp. Ed.	Academy	August 27, 2013	June 19, 2014		Personal
Perez, Lucy	Headstart Teacher	Child Dev.	August 26, 2013	June 20, 2014		Personal
MILITARY LEAVE (21 duty days or more) - With Pay						
Nguyen, Nhonkiet	School Police Officer	School Police	June 10, 2013	July 2, 2013		
PROBATIONARY APPOINTMENTS						
Maldonado, Rosanne	Instr. Asst. Sev. Dis.	Mitchell	May 29, 2013		20/1	
Nungaray, Julie	Fd. Svc. Wkr.	Villa	May 20, 2013		11/1	
Tahmas, Habibullah	Mgr. of Accounting	Fd. 4 Thought	June 12, 2013		Level 31/1	
TEMPORARY APPOINTMENTS - Out of Class Compensation						
	Mgr. of Grounds					30/6 + \$10 a day
Martinez, John	Maintenance	Bldg. Svcs.	May 31, 2013	June 7, 2013		36/6 + \$10 a day
Pecharich, Joseph	Mgr. I Bldgs. Svcs.	Bldg. Svcs.	June 3, 2013	June 6, 2013		
ACTIVITY SUPERVISORS						
Mendoza, Alejandro	Activity Spvr.	Diamond	June 6, 2013			

Personnel Calendar
 Board Meeting - June 25, 2013

CLASSIFIED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
ACTIVITY SUPERVISORS (Continuation)						
Valadez, Susana	Activity Spvr.	Remington	June 6, 2013			
SUBSTITUTES						
Berger, Tamara	Account Clerk		June 5, 2013		20/1	
Garcia, Laura	Account Clerk		June 3, 2013		20/1	
Lara Cedillo, Pedro	DSO		June 5, 2013		31/1	
Lomeli Hjar, Rosa	Custodian		June 3, 2013		23/1	
Maljian, Christine	Account Clerk		June 3, 2013		20/1	
Ochoa Campos, Dania	Teacher Aide		June 10, 2013		10/1	

Chad Hammitt, Assistant Superintendent, Personnel Services

AGENDA ITEMS REQUESTS
CLASSIFIED
2012-13 School Year

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
Annual California English Language Development Test (CELDT) Training and Testing	English Learner Program & Student Achievement	EIA/SCE	\$8,000	July 24, 2013
Computer Technician Extra Duty	McFadden Intermediate School	General Funds	\$3,000	August 1, 2013
Extra Duty	Superintendent's Office	General Funds	\$30,000	July 1, 2013
Extra Duty (Ratification)	Support Services	Special Education	\$200	May 6, 2013
Extra Duty (Ratification)	Support Services	Special Education	\$1,620	May 4, 2013
Family Literacy	Thorpe Fundamental	Gift Donation	\$1,086	June 26, 2013
Instructional Stock Clerk Extra Duty - Network for a Healthy CA Dept.	Special Projects	Network for a Healthy California	\$2,100	July 1, 2013
McFadden Visual & Performing Arts (VAPA) Stage Manager Extra Duty	McFadden Intermediate School	General Funds	\$500	August 1, 2013
Parent Teacher Communication Support	McFadden Intermediate School	EIA/SCE	\$5,000	August 1, 2013
RTC Kinder CELDT Testing	Registration & Testing Center	EIA/SCE	\$13,658	July 1, 2013
RTC Kinder CELDT Testing	Registration & Testing Center	EIA/SCE	\$32,502	July 1, 2013
RTC Kinder CELDT Testing	Sierra Preparatory Academy	EIA/SCE	\$5,000	July 1, 2013
SIG Classified Extra Duty - Clerical	Sierra Preparatory Academy	SIG	\$5,000	July 1, 2013
Student After School Instructional Provider	Saddleback High School	EIA/SCE	\$7,000	September 1, 2013

Board of Education
 Minutes
 June 25, 2013

Board Meeting
 June 25, 2013

AGENDA ITEM BACKUP SHEET
July 23, 2013

Board Meeting

TITLE: Approval of Head Start Corrective Action Plan for Period 2, March 1 through April 30, 2013

ITEM: Consent

SUBMITTED BY: Michelle Rodriguez, Ed.D., Chief Academic Officer

PREPARED BY: Charlotte Ervin, Coordinator, Head Start

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the Head Start Corrective Action Plan for Period 2, March 1 through April 30, 2013, which complies with the federal regulations of the Performance Standards and Head Start Act. The regulations state that corrective action plans and findings must be approved by the Board of Education. The Orange County Head Start, Inc., grantee reviews all program elements for compliance in the following areas: education, health, safety, nutrition, family and community partnerships, program design and management, and eligibility, recruitment, selection, enrollment, and attendance (ERSEA).

RATIONALE:

Each period Orange County Head Start, Inc., reviews the District Head Start program and completes a report. A corrective action plan must be developed based on the non-compliance items. The review is conducted to ensure that the program is in compliance with the federal regulations and meeting contract obligations.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the Head Start Corrective Action Plan for Period 2, March 1 through April 30, 2013.

CORRECTIVE ACTION PLAN (CAP)

Santa Ana Unified School District Head Start
Program Name

Period 2 Monitoring for March through April
Month

2012-13
Year

Reason for the CAP (choose one): Self-Assessment Self Monitoring Grantee Monitoring Federal Review Other: _____
Specify

DISABILITIES & MENTAL HEALTH

Protocol/ Monitoring/ Reason Framework # Question #	HS/EHS Regulation Performance Standard Head Start Act	Potential Area of Non-Compliance	Corrective Action Plan	Person(s) Responsible	Completion Target (Date)	Validation Steps	Validation of Completion (Date)
N/A	N/A	No Non-compliances	N/A	N/A	N/A	N/A	N/A

FAMILY AND COMMUNITY ENGAGEMENT

Protocol/ Monitoring/ Reason Framework # Question #	HS/EHS Regulation Performance Standard Head Start Act	Potential Area of Non-Compliance	Corrective Action Plan	Person(s) Responsible	Completion Target (Date)	Validation Steps Training	Validation of Completion (Date)
SS33	1304.40	86% (14 of 16) of files had no timely follow-up documented.	Training and technical assistance to be provided to the staff in the following areas: <ul style="list-style-type: none"> • Family Partnership Agreement goal setting and follow up • Strategies on how to establish and develop timeliness for goals without setting the family up for failure 	Social Services Manager Osiel Madrigal Community Workers	July 31, 2013 Ongoing	Training/Meeting Sign In sheets are to be completed and submitted to the Head Start Coordinator for review.	July 31, 2013

FAMILY AND COMMUNITY ENGAGEMENT continued

Protocol/ Monitoring/ Reason Framework # Question #	HS/EHS Regulation Performance Standard Head Start Act	Potential Area of Non-Compliance	Corrective Action Plan	Person(s) Responsible	Completion Target (Date)	Validation Steps Training	Validation of Completion (Date)
			<p>Child Plus</p> <p>Training from a Child Plus trainer on utilizing the Organizer to create systems generated tasks within this module. This feature will remind community workers (CWs) within 2 weeks on when the follow-up is due. Staff will enter an event, the family goal, and its scheduled date in the Family Services module so it can be tracked properly by the Organizer's Systems Generated Tasks feature.</p> <p>The Social Services manager will conduct a monthly center visit to review and monitor files for family goals:</p> <ul style="list-style-type: none"> • Quality of written goal • Strategies developed • Timelines developed • Timely follow-up • Satisfaction documented <p>The Child Plus Organizer system is required to be utilized by all CWs to ensure that Family Partnership Agreements (FPA's) are followed up in a timely manner. Performance issues will be addressed with all staff not in compliance.</p> <p>A part time CW will be hired to lessen caseloads using Head Start funding.</p> <p>The Social Services manager will provide technical assistance throughout the year at CW monthly meetings and individually with CWs</p>			<p>Review of monitoring center visit reports</p>	

HEALTH

Protocol/ Monitoring/ Reason Framework # Question #	HS/EHS Regulation Performance Standard Head Start Act	Potential Area of Non-Compliance	Corrective Action Plan	Person(s) Responsible	Completion Target (Date)	Validation Steps Training	Validation of Completion (Date)
H12-H17	1304.20	27% (34 of 128) of files had incomplete or missing health follow-up (36 instances).	<p>To ensure that follow up is conducted in a timely manner an additional health consultant will be hired.</p> <p>Each consultant will be assigned three centers to manage health caseloads and ensure that all health services are being provided to families in a timely manner.</p> <p>Information will be documented in the child Plus and in the Child's file at the site.</p> <p>Monitoring will be completed after the 45th day and in the first and second semester to ensure follow up is conducted. Health follow up must be conducted at least once a month.</p>	<p>Health Consultant</p> <p>Head Start Coordinator</p>	August 2, 2013	Hire health consultants and provide training on Head Start policy procedures.	August 2, 2013

NUTRITION

Protocol/ Monitoring/ Reason Framework # Question #	HS/EHS Regulation Performance Standard Head Start Act	Potential Area of Non-Compliance	Corrective Action Plan	Person(s) Responsible	Completion Target (Date)	Validation Steps Training	Validation of Completion (Date)
N/A	N/A	No Non-compliances	N/A	N/A	N/A	N/A	N/A

EDUCATION

Protocol/ Monitoring/ Reason Framework # Question #	HS/EHS Regulation Performance Standard Head Start Act	Potential Area of Non-Compliance	Corrective Action Plan	Person(s) Responsible	Completion Target (Date)	Validation Steps Training	Validation of Completion (Date)
E32 E33	1304.21	21% (3 of 14) of files reviewed had 10-35 missing Desired Results Developmental Profile-PreSchool (DRDP-PS) observations. 29% (4 of 14) of files reviewed did not use observations as a basis of assessment in each of the 11 domains of the Head Start Early Learning Framework	All DRDPS assessments will be completed at the end of the assessment period with observations to validate the ratings. Assessments will be reviewed by the Assistant Coordinator of Education for completion thoroughness and validity. He will monitor to ensure that observations are used for the Assessments.	Paul Salazar, Assistant Coordinator Education and Disabilities Teachers	July 31, 2013 Ongoing	Completed assessments and monitoring reports are submitted to the Head Start Coordinator review by the Assistant Coordinator of Education and Disabilities	July 31, 2013
		Instructional Support = 2.6528	All teachers will be assessed using the Instructional Support Monitoring tool developed by the program. Based on the results teacher and supervisor will develop a specific goal. Assistant Coordinator of Education and Disabilities will monitor teacher's progress and provide training and technical assistance.	Paul Salazar, Assistant Coordinator Education and Disabilities	Ongoing	Review the monitoring tool and staff development plans	September 2, 2013

SAFE ENVIRONMENTS

Protocol/ Monitoring/ Reason Framework # Question #	HS/EHS Regulation Performance Standard Head Start Act	Potential Area of Non-Compliance	Corrective Action Plan	Person(s) Responsible	Completion Target (Date)	Validation Steps Training	Validation of Completion (Date)
SA 10 SA 52	1304.53 1304.22	<p>Child Health and Safety</p> <p>Monte Vista: The material used to do a temporary repair on the damaged slide is coming off. This is a carry-over concern from last school year. On 3/18/13, status remains the same.</p> <p>Monte Vista: Playground behind rooms 9 and 10 has an electrical conduit housing/box missing a cover leaving the wires exposed at the children's reach. This is a carry-over concern from Period 1. On 3/18/13, status remains the same.</p> <p>King: (During the Safe Environment Follow-up visit) A copy of the evacuation plan for rooms 49 and 50 were being used for room 52 creating potential confusion during an evacuation.</p>	<p>Head Start Secretary submitted work orders to the district for repairs slide is to be replaced in July and the conduit is covered and wires are not exposed.</p> <p>New evacuation maps have been placed in all of the classrooms. The new maps routes are now specific to each classroom.</p>	Paul Salazar, Assistant Coordinator Education and Disabilities	July 31,2013	Review work order completion	July 31, 2013

AGENDA ITEM BACKUP SHEET
July 23, 2013

Board Meeting

TITLE: **Approval of Contract for Head Start Funding for 2013-14 Program Year**

ITEM: **Consent**

SUBMITTED BY: **Michelle Rodriguez, Ed.D., Chief Academic Officer**

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the contract for Head Start funding for the 2013-14 program year to continue to serve District children ages three to five.

RATIONALE:

The District currently provides preschool services to children through the Head Start, State Preschool, and Kinder Readiness programs. The District has established the need for preschool opportunities for students as a high priority. Subsidized programs need to continue to be provided for families who cannot afford private preschools. Federal funding is one of the vehicles for funding these programs. Approving the contract will continue services for 550 Head Start students. Students across the District are eligible to participate in the Head Start program that is provided at the following sites: Broadway, Kennedy Elementary, King Elementary, Mitchell Child Development Center, Monte Vista Elementary, and Roosevelt Elementary.

FUNDING:

Orange County Head Start:	
Basic Budget	\$3,325,719
<u>Training and Technical Assistance</u>	<u>\$27,205</u>
Total	\$3,352,924

RECOMMENDATION:

Approve the contract for Head Start funding for the 2013-14 program year.

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49. Notices

ATTACHMENT A - REQUIRED REPORTS & DOCUMENTS

ATTACHMENT B - CONTRACT FUNDING AWARD

ATTACHMENT C - GEOGRAPHICAL SERVICE AREA

Initials_____

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**ORANGE COUNTY HEAD START, INC.
AGREEMENT
FOR
DELEGATION OF HEAD START PROGRAM OPERATIONS
FISCAL YEAR 2013-2014**

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This ORANGE COUNTY HEAD START, INC. AGREEMENT FOR DELEGATION OF HEAD START PROGRAM OPERATIONS FISCAL YEAR 2012-2013 (Agreement) is financed under United States Department of Health and Human Services Grant Number 09CH0007. Its effective date is July 1, 2013. The parties to this Agreement are **ORANGE COUNTY HEAD START, INC.**, 2501 S. Pullman Street, Suite 100, Santa Ana, CA 92705, (OCHS and/or Grantee), and Santa Ana Unified School District Head Start, located at 1601 East Chestnut Ave., Santa Ana CA, 92701 and/or (Delegate). Grantee and Delegate mutually agree as follows:

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1. AUTHORIZATION TO OPERATE HEAD START PROGRAMS

OCHS as Grantee for the Head Start Program funded by the Administration for Children and Families (ACF), Department of Health and Human Services (DHHS), pursuant to the authority to operate the Head Start program as specified in Title VI, Subtitle A, Chapter 8, Subchapter B of the Omnibus Budget Reconciliation Act of 1981, hereby entrusts to Delegate the Head Start operations as specified herein.

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2. PURPOSE OF AGREEMENT

The provisions of 45 CFR 1301.33 require that delegation of program operations under a Head Start grant shall be formalized by written Agreement between the Grantee and Delegate and that the delegation of program operations has been approved by the responsible DHHS official.

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3. TERM OF AGREEMENT

The term of this Agreement shall be July 1, 2013 – June 30, 2014. **Funding is contingent upon the availability of federal funds and satisfactory performance, i.e. being in compliance with all applicable federal, state, and local laws, by your organization under the terms and conditions of this grant.**

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4. COMPLIANCE WITH APPROVED PROGRAM

All activities authorized by this Agreement shall be performed in accordance with the approved work program and the approved budget as set forth in the grant conditions and relevant DHHS directives or other directives as stipulated by the Grantee. Failure to comply with any of the above may result in termination of this Agreement or other remedies available to OCHS, Inc.

Delegate shall, in a satisfactory and proper manner as reasonably determined by the Grantee, perform the work set forth in the Refunding Application, which is reviewed and approved by the Grantee. In addition, the following are attached hereto and made a part of this Agreement:

- A summary of federal and local funds
- Number of children to be served, program options, and any special conditions which are applicable to the delegation of program operations hereunder
- Service Area Restrictions

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Any changes made to any of the program operations, the program budget, and/or program options by Delegate must be part of a refunding application that is approved by the Policy Committee, Delegate Board, and the Grantee, prior to making the change. In addition, other kinds of changes to the approved

52 work project or budget requires prior approval as stipulated in the program regulations as described in
53 item 4 in this Agreement.

54
55 The Grantee will evaluate and provide guidance and direction to the Delegate in the conduct of activities
56 delegated under this Agreement. The Delegate agrees to submit timely to the Grantee such reports as
57 may be required by DHHS directives or by the Grantee, as outlined in the "Orange Book," *A Compendium*
58 *of Certain Program Design and Management and Fiscal Management Policies and Procedures for the*
59 *Delegate Agencies of Orange County Head Start, Inc., Head Start and Early Head Start Programs*, this
60 agreement, and other documents necessary to meet all local, state, and federal regulations.

61
62 **5. ACKNOWLEDGMENT OF REQUIRED DOCUMENTS AND TERMS OF AGREEMENT**

63 Delegate must have present on site the following DHHS Regulations (as appropriate for your type of
64 organization) and other documents and abide by their requirements. Their terms are fully incorporated
65 herein by reference.

- 66 • Improving Head Start School Readiness Act, 2007
- 67 • Title 45 CFR Chapter XIII, Subchapter B, Federal Regulations Governing the Head Start Program:
68 45 CFR Parts 1301 through 1310,
- 69 • 2 CFR Part 225 (formerly OMB Circular A-87) "Cost Principles for State and Local Governmental
70 Grantees"
- 71 • OMB Circular A-102, "Grants and Cooperative Agreements with State and Local Governments"
- 72 • 2 CFR Part 230 (formerly OMB Circular A-122) "Cost Principles for Non-Profit Organizations"
- 73 • OMB Circular A-133 "Audit of States, Local Governments and Non-Profit Organizations"
- 74 • 45 CFR part 16 – Department grant appeals process
- 75 • 45 CFR part 46 – Protection of Human Subjects
- 76 • 45 CFR part 74 – DHHS Administrative Regulations, including Appendix A, Contract Provisions
- 77 • 45 CFR 80 - Nondiscrimination Under Programs Receiving Federal Assistance through Department
78 of Health and Human Services
- 79 • 45 CFR 81 - Practice and Procedure for Hearing Under Part 80
- 80 • 45 CFR 84 - Nondiscrimination on the Basis of Handicap in Federally Assisted Programs
- 81 • 45 CFR Part 92 – Uniform Administrative Requirements for Grants and Cooperative Agreements to
82 State and Local Governments
- 83 • Delegate's application submitted by the Grantee for the Head Start program, including the
84 proposed work statement and any amendments thereto, are incorporated herein by reference.
- 85 • Other regulations as specified within the above-mentioned regulations and/or throughout this
86 agreement including but not limited to California State licensing requirements, Head Start,
87 Information Memorandums, Program Information Notices, policy clarifications and other guidance
88 issued by the Office of Head Start or found on the Early Childhood Learning and Knowledge Center
89 (ECLKC) website.

90
91 Delegate shall thoroughly examine the documents as specified above. Delegate shall, in a satisfactory
92 and proper manner, as reasonably determined by Grantee, operate the program strictly in accordance
93 with this document and its attachments, as well as in accordance with all applicable federal, state and
94 local laws and regulations, and applicable Grantee policies and procedures. The failure or omission of any
95 Delegate to examine any of the documents shall in no way relieve Delegate from obligations with respect
96 to the documents. Delegate warrants that by executing this Agreement, Delegate has all of the documents
97 listed above and has examined and understood their contents.

98
99 If Delegate discovers any ambiguity, conflict, discrepancy, omission or other errors (error) in this
100 Agreement, Delegate shall immediately notify the Grantee of the error in writing and request modification
101 or clarification. Any modifications shall be made by written amendment to this Agreement and must be

102 executed by both parties. Any question regarding this Agreement shall be clarified by Grantee upon
103 written request from Delegate.

104
105 **6. EVIDENCE OF NON-PROFIT STATUS**

106 If Delegate is a nonprofit organization, proof of current non-profit status must be submitted to the
107 Grantee concurrent with Delegate's execution of this Agreement. Any change in such status shall be
108 submitted by Delegate to the Grantee on or before the date the change is effective.

109
110
111 **7. BOARD BYLAWS AND ARTICLES OF INCORPORATION**

112 If not already on file, a copy of Delegate's current Board bylaws and Articles of Incorporation shall be
113 provided to the Grantee concurrent with Delegate's execution of this Agreement.

114
115 The delegate must also have an Internal Dispute Resolution, developed jointly with its Policy Committee,
116 for resolving internal disputes, including impasse procedures, between the Board of Directors and the
117 Policy Committee. Any revisions to these By-Laws are to be submitted to the Grantee upon approval of
118 the Delegate's Board.

119
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121 **8. INSURANCE REQUIREMENTS**

122 In accordance with the requirements of 45 CFR 1301.11, Delegate shall obtain and keep in effect student
123 accident, liability and automobile insurance covering Delegate's performance under this Agreement.

124
125 Delegate insurance coverage shall be primary insurance to the Grantee, its governing body, the individuals
126 thereof, and all officers, agents, employees, representatives, and volunteers.

127
128 Delegate is responsible for the settlement of all claims, which may arise out of the delegation of program
129 operations hereunder. In order to protect Delegate from such claims, the following insurance
130 requirements have been determined as adequate by the Grantee.

131
132 a. Student Accident Insurance. Delegate must carry a sufficient policy that includes benefits for
133 Delegate Head Start children covering medical, dental, dismemberment, and death benefits for
134 accidents during program hours and the period immediately preceding and following program
135 hours. It shall also cover official activities, such as field trips away from Delegate's premises and
136 at times other than program hours.

137
138 b. General Liability. The Delegates policy of insurance shall be primary in all cases and shall include,
139 but not be limited to, comprehensive general liability, professional liability and/or incidental
140 malpractice, with a combined single limit of not less than One Million Dollars (\$1,000,000) for
141 each occurrence.

142
143 The Grantee shall be named as an additional insured and Delegate shall provide proof of such
144 coverage concurrent with Delegate's execution of this Agreement.

145
146 c. Automobile Insurance. If Delegate owns, leases, rents or operates motor vehicles or school
147 buses as a part of this Agreement, a policy of comprehensive automobile liability insurance shall
148 be procured which shall be primary, with limits of:

- 149 • School buses Five Million Dollars (\$5,000,000)
150 • Other vehicles One Million Dollars (\$1,000,000)

151

152 Delegate, owners, and drivers of all vehicles utilized for the provision of transportation service in the Head
153 Start program shall be covered under this policy. The Grantee shall be named as an additional insured on
154 such policy and Delegate shall provide proof of such coverage concurrent with Delegate's execution of this
155 Agreement.

- 156
- 157 d. Workers' Compensation. During the term of this Agreement, Delegate shall obtain and maintain
158 a policy of insurance as required by the Labor Code of the State of California and Employer's
159 Liability insurance limits of One Million Dollars (\$1,000,000) per accident. By signing this
160 Agreement, Delegate hereby certifies that it is aware of the provisions of Section 3700 et seq., of
161 the Labor Code of the State of California that require every employer to be insured against
162 liability for workers' compensation or to undertake self-insurance in accordance with the
163 provisions of that code, and shall comply with such provisions before commencing any work
164 under a contract with the Grantee.
- 165
- 166 e. Blanket Fidelity Bond. During the term of this Agreement, Delegate shall obtain and maintain a
167 comprehensive crime policy in an amount not less than One Hundred Thousand Dollars
168 (\$100,000) insuring against loss of money, securities or other property referred to hereunder,
169 which may result from: (a) dishonesty or fraudulent acts of agents, officers, employees and
170 volunteers (commercial blanket form) of Delegate; or (b) disappearance, destruction or wrongful
171 abstraction of property, including records, inside or outside Delegate, while in the care, custody
172 or control of Delegate; or (c) sustained through forgery or alteration of checks, drafts, or any
173 order or direction to pay a certain sum of money. The policy shall be primary in all instances and
174 include a loss payable endorsement naming the Grantee as the Grantee's interests may appear.
175 The Grantee shall be named as additional insured on such policy and Delegate shall provide
176 proof of such coverage concurrent with Delegate's execution of this Agreement.
- 177
- 178 f. Directors and Officers (D&O) Liability Coverage. Coverage for individuals and Delegate in the
179 amount of One Million Dollars (\$1,000,000) each claim, and in the annual aggregate with a
180 maximum deductible of Ten Thousand Dollars (\$10,000). The policy shall be endorsed to include
181 coverage for employment practices liability and a one-year extended reporting period.
- 182
- 183 g. Property Coverage. If, under the terms of this Agreement, Delegate shall have possession of,
184 rent, lease, or be loaned any real or personal property, Delegate shall insure such property in the
185 manner and amounts as specified below:
- 186 • Real property - for the full insurable replacement value against the hazards of fire special
187 form coverage; vandalism and malicious mischief; and, other property related loss.
 - 188 • Personal property - for the replacement cost value against the hazards of fire, burglary,
189 theft, vandalism, and malicious mischief.

190

191 All insurance as specified herein shall be procured through a carrier satisfactory to the Grantee. The
192 Grantee shall not unreasonably withhold its approval of the Delegate's choice of carrier if all requirements
193 are being met.

194

195 Certificates of insurance and endorsements indicating specific hazards shall be on file with the Grantee
196 Finance & Administration Office within thirty (30) days of execution of this Agreement. Delegate shall give
197 the Grantee notice by registered mail at least thirty (30) days in advance of any modification or
198 cancellation of any policy of insurance.

- 199
- 200 h. Failure to Comply. In the event Delegate fails to perform in accordance with the indemnification
201 and insurance requirements clauses of this Agreement, or otherwise breaches any other clause,

202 the Grantee shall be entitled to recover legal fees, costs, and other expenses incident to securing
203 performance or incurred as a consequence of non-performance.
204

- 205 i. Notification. Delegate shall immediately notify Grantee by phone and in writing of any and all
206 incidents which result in a serious injury or death of a Head Start student, and the time, place,
207 and circumstances thereof, including identification of witnesses, if known. A copy of the
208 Department of Social Services "Unusual Incident/Injury Report (LIC 624)" shall be submitted by
209 Delegate to the Grantee as soon as it is completed or no later than twenty four (24) hours after
210 such incident, except in extraordinary circumstances in which case the report shall be submitted
211 within 48 hours.
212

213 **9. HOLD HARMLESS AND INDEMNIFICATION**

214 Delegate agrees to and does hereby indemnify and hold harmless the Grantee, its officers, agents and
215 employees from every claim or demand made, and every liability, loss, damage, or expense of any nature
216 whatsoever, which may be incurred by reason of:
217

- 218
219
- 220 a. Liability for damages for (1) death or bodily injury to persons, (2) injury to, loss or theft of
221 property, (3) any other loss, damage or expense sustained by Delegate or any person, firm or
222 corporation employed by Delegate arising out of or relating to the work called for under this
223 Agreement, except for liability resulting solely from the negligence or willful misconduct of the
224 Grantee, its officers, agents, volunteers, direct employees or independent contractors of the
225 Grantee; and
226
- 227 b. Any injury to, or death of persons, or damage to property caused by any act, negligence,
228 default or omission of Delegate or any person, firm or corporation employed by Delegate,
229 either directly or by independent contract, including all damages due to loss or theft, sustained
230 by any person, firm or corporation, including the Grantee, arising out of, or in any way
231 connected with the work covered by this Agreement, whether such injury or damage occurs
232 either on or off Delegate's premises, if the liability arose from negligent or willful misconduct of
233 an officer, agent, volunteer, employee, or independent contractor, direct or indirect, of the
234 Delegate.
235
- 236 c. Delegate, at its own expense and risk, shall defend any legal proceeding which may be brought
237 against the Grantee, its officers, agents or employees on any such claim or demand as set forth
238 in Paragraphs a. and b. above of this subsection, and pay and satisfy any judgment that may
239 be rendered against the Grantee and Delegate as it pertains to this subsection. The Grantee
240 shall have counsel of its own choice in any such proceeding. Delegate may not use any Head
241 Start or Early Head Start funds to defend itself in any legal proceeding unless prior approval
242 has been received from OCHS and ACF, if applicable.
243
244

245 **10. FISCAL MANAGEMENT**

246 Delegate must meet the standards for a sound financial management system as set forth in 45 CFR 74,
247 Subpart C, 45 CFR 1301.10 –1301.21, 1301.20(c)(5), 1304.23(b)(1)(i), 1304.50(f), 1304.50(g)(2)
248 1304.52(d)(8) 1305.9, and other applicable federal and state regulations.
249

- 250 a. Financial Reporting System. Accurate, current and complete disclosure of the results of the Head
251 Start program shall be made in accordance with the provisions of this section. Financial reporting
252 shall comply with commercial auditing standards for Head Start-funded programs and shall be

253 maintained in such a manner as will minimize audit exceptions. In accordance with 45 CFR
254 1304.51(h)(1) and 1304.51(h)(2), the Delegate shall produce monthly financial reports for the
255 Board and Policy Committee on Head Start activities. These reports shall be submitted to the
256 Accounting Department of the Grantee and as an attachment to the minutes of their respective
257 meetings.

258
259 In support of the financial management system, Delegate shall have written accounting
260 procedures, which follow Federal Regulations and provide for consistent reporting of financial
261 transactions.

262
263 Delegate is expected to use the funds for the purpose stated in the grant award. Guidance on
264 allowable and non-allowable costs are outlined in 2 CFR Part 230 (formerly OMB Circular A-122),
265 "Cost Principles for Non-Profit Organizations", and must be followed for any expenses charged to
266 the Head Start Grant.

267
268 The use of Head Start and/or Early Head Start funds may not be used to pay the costs of other
269 programs, whether collocated or partnered, pending the receipt of cash advances or cost
270 reimbursement from State or other funding sources due to economic conditions, failure to
271 approve State budgets, reductions to programs funded by the state, etc.

272
273 Payments to Delegate of Head Start funds will be done in accordance with the Delegate's budget
274 for the Program year. It is expected that the budget will reflect the appropriate funding for the
275 Delegate's Head Start program and that funds will be expended for allowable budgeted expenses.
276 The Grantee will, as stated elsewhere in this Contract, review Delegate program costs to insure
277 that funding is adequate and is being utilized as budgeted.

278 The Grantee reserves the right to reduce Delegates' current and/or future Grant funding if
279 Delegate consistently demonstrates that funding is in excess of what Delegate requires to
280 adequately fund its Head Start program and comply with applicable Performance Standards.

281
282 b. Annual Audits. Delegate shall have an annual audit, which conforms to OMB Circular A-133, 2
283 CFR Part 215 (formerly OMB Circular A-110), or OMB Circular A-102, and 45 CFR 1301.11. This
284 audit shall take place as soon as possible after the Delegate's fiscal year end, but within the time
285 period specified in OMB Circular A-133, or sooner if Delegate operates a co-located State
286 Preschool program which requires an earlier reporting period. If OCHS provides the Delegate
287 Agency more than fifty percent of its funding, the Delegate shall separate Head Start funding
288 from other sources of funding in its annual Audit. A copy of the organization-wide audit report,
289 with accompanying management letter, shall be provided to the Director of Finance of the
290 Grantee annually, within thirty (30) days after receipt of the Audit Report. Any non-compliance
291 issues must be addressed with a corrective action plan inclusive of a timeline for action, which
292 shall also be provided simultaneously to the Executive Director of the Grantee.
293 The Delegate's Board of Directors must approve the Corrective Action Plan and the appropriate
294 action to ensure all issues are corrected in a timely manner.

295
296 c. Payments/Reimbursements. Delegate shall limit payment requests to amounts needed to meet
297 immediate cash requirements, and shall limit excessive amounts in interest bearing accounts to
298 insure that cash assets are insured under FDIC rules, or that funds are collateralized by the
299 financial institution holding the funds for the Delegate. Delegate shall be mindful of and adhere
300 to the limitations in its own rate of withdrawal of funds under the approved program budget and
301 of the requirement to liquidate all obligations within two calendar months (60 calendar days) after
302 expiration of the contract. Delegate is responsible for obtaining all outstanding invoices for goods

303 and services from vendors to ensure obligations are liquidated within this time period. No
304 obligations or payment of liquidations will be allowed after this sixty (60) calendar day period.
305

306 Reimbursements by the Grantee to the Delegate shall be made in accordance with the policies,
307 procedures, and standards established by the Grantee. The Grantee shall not unreasonably withhold
308 reimbursements. The Grantee shall make payment under this Agreement only after timely receipt of
309 Delegate's Invoice for Reimbursement, which shall be consistent with the approved budget. Such invoices
310 must be accurate and reflect the financial activity of the period covered by the invoice. All costs shall be
311 supported by properly propagated and executed payrolls, time records, invoices, contracts, vouchers, non-
312 federal share documentation, or other official documentation, which shall be at the sole discretion of the
313 Grantee, evidencing in proper detail the nature and propriety of the charge. The Grantee reserves the
314 right to withhold reimbursement or advance payments if supporting documentation for federal and non-
315 federal share is inadequate or late. Advance payments shall be made at the sole discretion of the Grantee
316 or as mutually agreed upon by Grantee and Delegate, and shall be limited to estimated expenditures for
317 the succeeding thirty (30) day period, less unexpended funds advanced in the previous period.
318 Expenditures that exceed allowable budget flexibility will not be reimbursed, unless prior written approval
319 from the Grantee has been obtained. No funds identified in this Agreement shall, without advance written
320 approval of Grantee, be obligated before the beginning of the term or after the ending of the term.
321

322 Monthly fiscal reports are due to the Grantee no later than twenty (20) calendar days following the end of
323 each month.
324

325 Delegate will be liable for and will repay to Grantee any amounts expended under this Agreement found
326 not to be in accordance with the Head Start program and the provisions of this Agreement including, but
327 not limited to, disallowed costs. Such repayment will be from sources of funds other than those funds
328 received under this Agreement.
329

330 If the Delegate anticipates savings at year end and would like to use those funds for items totaling over
331 Five Thousand Dollars (\$5,000) not budgeted in the original grant application, a formal written request
332 with an accompanying budget must be submitted to the Grantee no later than ninety (90) days in advance
333 of year end explaining the reasons for surplus funds, assuring surplus funds are not due to under-
334 enrollment and the proposed reallocation of those funds. If acceptable to the Grantee, the Delegate's
335 formal request will be forwarded to ACF by the Grantee within forty five (45) days of year-end for
336 approval.
337

338 Non-Federal Share. Delegate shall contribute a non-federal share to the program, which meets or
339 exceeds twenty five percent (25%) of the federal share as outlined in the approved budget. Delegate
340 shall accumulate and record the non-federal share on a monthly basis and submit the status report on a
341 monthly basis to the Finance and Administration office of the Grantee, as specified in the "Orange Book"
342 and other documents, which are located on the OCHS website.
343

344 Delegate shall issue a standard schedule for valuation of volunteer services that is approved by the Policy
345 Committee and its subsequent Finance Committees. Volunteer services reported as a non-federal match
346 for the Head Start program shall conform to the standard schedule based on the approved application for
347 funding. Beginning July 1, 2007, Parent Transportation time and mileage may no longer be used as part
348 of the non-federal match. Beginning July 1, 2011, home visit space and socializations may no longer be
349 used as part of the federal match as well.
350

351 Allowable Costs. Delegate is responsible for establishing and maintaining a system for determining
352 the reasonable, allowable and allocable nature of costs in accordance with "Cost Principles for Nonprofit
353 Organizations", 2 CFR Part 230 (formerly OMB Circular A-122), if Delegate is a non-profit organization, or

354 2 CFR Part 225 (formerly OMB Circular A-87), "Cost Principles for State and Local Governments", if
355 Delegate is a local governmental agency.

356
357 Delegate shall only expend Head Start funds consistent with the purposes identified in the approved
358 Budget and Cost Allocation Plan and shall not transfer funds except as provided herein.

359
360 Procurement Standards. Delegate may utilize a procurement system, including applicable policies,
361 regulations and procedures, developed by the Delegate providing that procurements are made in
362 accordance with the provisions of 45 CFR 74.40 – 74.48.

363
364 Cost Allocation Study and Plan In accordance with 2 CFR Part 230, Delegate is required to execute
365 a formal Cost Allocation study that identifies the time spent by Delegate Agency staff working in the Head
366 Start program and other Delegate programs (such as State Preschool). The purpose is to confirm the
367 accuracy of the costs of staff allocated to the Head Start program. This study is a major component of the
368 Grantee's funding award and must be completed by Grantee and all Delegates. The Cost Allocation Plan
369 must be completed and submitted to the Grantee by August 31st of each program year. Grantee can and
370 will provide methodology, technical assistance and other support to Delegate in meeting this requirement.

371
372 Quarterly Financial Projections. Delegate will provide OCHS with quarterly financial projections,
373 beginning with the quarter ending September 30 of each year and for each quarter of the Grant year
374 covered by this Contract. This report will show Delegate's actual spending YTD and a projection of the
375 anticipated spending for the remaining months of the Contract year. Delegate will identify specific areas
376 where Grant funds are projected to be spent by the Delegate.

377 These reports will be forwarded to the Accounting Department of OCHS, to the attention of the
378 Financial Analyst, no later than thirty (30) days following the end of each calendar quarter.

379
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381 **11. LIMITATION OF DEVELOPMENT AND ADMINISTRATIVE COSTS**
382 In accordance with the provisions set forth in 45 CFR 1301.32, the costs of developing and administering
383 a Head Start program shall not exceed fifteen percent (15%) of the total costs of the program. Costs in
384 excess of the fifteen percent (15%) limitation may be disallowed at the discretion of the Grantee.

385
386 The total cost of the Head Start program operated hereunder is the total of Delegate's allocation covered
387 by the "Notice of Grant Award" and the non-federal share, including cash value of in-kind contributions,
388 which are included in the approved budget for the current budget year.

389
390

391 **12. FINAL REPORT**
392 All obligations incurred in the performance of this Agreement must be reported to the Grantee within sixty
393 (60) days following the termination of this Agreement to be binding upon Grantee for reimbursement.
394 Timely reporting of such obligations or debts shall be the sole responsibility of the Delegate. Delegate
395 agrees to cooperate fully with Grantee to ensure that the program authorized in this Agreement is closed-
396 out within the sixty (60) days. All unexpended funds shall revert to Grantee.

397
398

399 **13. MONITORING**
400 Delegate shall establish and implement procedures for the ongoing monitoring of their program operations
401 and management systems (including communication, planning, record-keeping, and reporting, monitoring,
402 human resources, ERSEA, and governance) to ensure that all applicable Head Start administrative and
403 program Performance Standards are met. Delegate will utilize the Grantee's system of ongoing monitoring

404 as defined in the Grantee's Service Area Plans, Policies and Procedures, as adapted to fit the Delegates
405 organizational structure.

406 Delegate must make data and reports from the delegate's own monitoring system available to the Grantee
407 for review.

408
409 In addition the Delegate will comply with the Grantee's ongoing monitoring of the Delegate program
410 operations and management systems (including communication, planning, record-keeping and reporting,
411 monitoring, human resources, ERSEA and governance in accordance with the OCHS Monitoring
412 Procedures and as required in 45 CFR 1304.51(i)(2), CFR 74.51, 641A(g)(3) and Act Section 642(c)(E)(VII-
413 VIII).

414
415 Delegate shall provide the Grantee with validation of correction and/or completion of each concern, as
416 detailed in the Itemized Monitoring Reports, within (45) days from the day the report was received by the
417 delegate agency.

418
419 Delegate shall provide the Grantee with a report of all non-compliance issues and corresponding corrective
420 action plans, as outlined in the Period Monitoring Reports, within (45) days from the day the report was
421 received by the delegate agency. Delegate must correct all findings within timelines outlined in the
422 corrective action plan as approved by the Grantee. Grantee may require shorter deadlines for corrective
423 actions depending on the nature or severity of the findings (e.g., health and safety, fiscal issues).

424
425 By the 5th day of each month, Delegate shall submit to the Grantee a Program Information Summary
426 report for the month prior, including required validation documents generated from the Child Plus data
427 management system as listed in Attachment A. All incomplete or inaccurate reports will be sent back to
428 the delegate agency to correct and re-submit to the grantee.

429
430 Delegate shall enter all required Program Information Report (PIR) data into the Head Start Enterprise
431 System (HSES) annually by July 31st. All incomplete or inaccurate reports will be sent back to the delegate
432 agency to correct and re-submit to the grantee.

433
434 Delegate shall maintain up-to-date and accurate information on the Head Start Enterprise System (HSES)
435 at all times, including the Contacts, Programs, Centers and Facilities sections of the system.

436
437 If ongoing monitoring results in a designation of "deficiency", as defined in The Head Start Act, Section
438 637(2), of the Delegate, the Delegate may be subject to termination of this Agreement, defunding, or any
439 other remedy available to OCHS.

440
441 The Delegate must make its governing body, Policy Committee and other parents, staff,
442 records/documents/communications and facilities available for review. Failure to do so may result in OCHS
443 employing any remedies available to it, including termination of the contract.

444
445 Delegate may request technical assistance from the Grantee to develop appropriate corrective plans for
446 non-compliance items identified during the ongoing monitoring process.

447
448

449 **14. PROGRAM SELF-ASSESSMENT**

450 Delegate shall conduct a comprehensive self-assessment annually, inclusive of program services and
451 management systems. In addition, Delegate shall use the Self-Assessment in the establishment of
452 program goals for improving the school readiness of children participating in the program, including school
453 readiness goals that are aligned with the Head Start Child Outcomes Framework, State early learning
454 standards as appropriate, and requirements and expectations of the schools the children will be attending.

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In Years 1 and 2 of the planning cycle, each delegate agency shall conduct their own agency self-assessment. In Year 3, the program year in which the tri-annual Federal Review is conducted, a countywide self-assessment, involving the grantee and all delegate agencies, will be conducted.

The Office of Head Start Monitoring Protocols and/or The Self-Assessment Guide, in conjunction with the Classroom Assessment Scoring System (CLASS) instrument and Early Childhood Rating Scale (ECERS) are the recommended assessment instruments. At a minimum, the Delegate's self-assessment shall cover all items specified in 45 CFR 1304.51(i)(1) and Act Section 641A(g) and provide training to the self-assessment team which must include parents and community members.

Delegate will inform the Grantee of the scheduled date and process to be used for the self-assessment no later than October 31st of the Contract year. Delegate's self-assessment must be completed no later than February 15 of the contract year.

Delegate will submit their self-assessment report of findings and corrective action plans for non-compliance items to the Grantee no later than (30) calendar days from the completion of the self-assessment and with Board and Policy Committee approvals.

Delegate may request technical assistance from the Grantee to develop appropriate corrective plans for non-compliance items identified during the assessment process.

15. COMMUNITY ASSESSMENT

One community assessment, initiated, developed and funded by the Grantee, will be utilized for Orange County. Delegate will participate in the planning and design of the Community Assessment. Delegate will provide on a timely basis such information as requested by the Grantee and referenced in 1305.3(c) regarding the Delegate's assigned service/recruitment area(s) as well as data on child outcomes and family characteristics. Delegate will update the community assessment for their service/recruitment area in Years 2 and 3 of the funding cycle as part of their annual request for re-funding.

16. RISK MANAGEMENT

The Grantee and Delegate will schedule and hold Risk Management Meetings with the Delegate as needed. Delegate will be expected to play an active role in this process. The purpose of this meeting is to recognize program strengths, identify risks outlined in 45 CFR 1307, identify whether the Delegate is meeting the requirements under this Agreement, and/or to prevent or reduce risks through early identification of areas of performance that need improvement. The outcome of this meeting will be a comprehensive action plan that addresses areas in need of support and improvement, in an effort to guide ongoing monitoring, Training and Technical Assistance, and the refunding process. Key program and administrative staff of the Grantee and Delegate, including Board and Policy Council/Committee representatives, will attend and participate in this process. Additional meetings will be held as needed to gauge progress in meeting goals or sustaining improvements.

17. PERSONNEL AND GENERAL ADMINISTRATION

Delegate shall establish and maintain a system for the management of personnel employed under the Head Start program. The Policy Committee and the governing board shall approve this system and minutes of approval shall be sent to the Grantee. The system shall be reviewed by the Grantee and ACF to assure the Performance Standards and State Licensing requirements are being followed in accordance with 45 CFR 1301.30, General requirements, and 1301.31, Personnel policies. Delegate is advised that

506 the Grantee must approve or disapprove the process used to employ the following positions, if funded by
507 Head Start or Early Head Start at 51% or more of the salary, either from direct or indirect funds:
508 Executive Director, Head Start Director, Director of Human Resources, Chief Fiscal Officer, and any other
509 person in an equivalent position with the Delegate.
510
511

512 **18. TRAINING AND TECHNICAL ASSISTANCE (T&TA)**

513 As stated in 1304.52(k) (1) (2) (3) (4), Grantee and Delegate Agencies must provide training for all Head
514 Start staff. Training and Technical Assistance shall be available to the Delegate and shall be provided by
515 the Grantee to enhance program quality. Delegates may be required to have appropriate staff attend any
516 offered pre-service and in-service training or technical assistance provided by the Grantee. In addition,
517 T&TA monies will be allocated to Delegate for individualized training for staff as Delegate deems
518 necessary upon submission of an approved T&TA plan. Funds will be disbursed upon submittal of a
519 request for payment only after the T&TA plan has been submitted.
520
521

522 **19. DATA COLLECTION SPECIFICATIONS:**

523 Each Delegate is responsible for collecting, analyzing, and creating actions plans on Child Outcomes data
524 (three (3) times a contract year) and the annual Program Information Report (PIR). The Delegate Agency
525 must submit its Child Outcomes data to the grantee and action plan within 30 days of each assessment
526 period. The Delegate Agency must submit the Head Start PIR to the Grantee by July 31st, prior to
527 submission to the national contractor. Grantee will review all necessary PIR information for accuracy and
528 will officially transmit the document to the national contractor.
529
530

531 **20. GOVERNANCE**

532 Upon receiving designation as an OCHS delegate Agency, the delegate shall establish and maintain a
533 formal structure for program governance, for the oversight of quality services for Head Start children and
534 families and for making decisions related to program design and implementation. The governing body
535 shall be composed as follows:

- 536 a. Not less than 1 member shall have a background and expertise in fiscal management or
537 accounting.
- 538 b. Not less than 1 member shall have a background and expertise in early childhood education and
539 development.
- 540 c. Not less than 1 member shall be a licensed attorney familiar with issues that come before the
541 governing body.
- 542 d. Additional members shall—
 - 543 i. reflect the community to be served and include parents of children who are currently, or
544 were formerly, enrolled in Head Start programs; and
 - 545 ii. are selected for their expertise in education, business administration, or community affairs.
- 546 e. Exceptions shall be made to the requirements of clauses (a) through (d) for members of a
547 governing body when those members oversee a public entity and are selected to their positions
548 with the public entity by public election or political appointment.
- 549 f. If a person described in clause (i), (ii), or (iii) is not available to serve as a member of the
550 governing body, the governing body shall use a consultant, or another individual with relevant
551 expertise, with the qualifications described in that clause, who shall work directly with the
552 governing body

553 Members of the governing body shall--

- 554 a. not have a financial conflict of interest with the Head Start agency (including any delegate
555 agency);

- 556 b. not receive compensation for serving on the governing body or for providing services to the Head
557 Start agency;
558 c. not be employed, nor shall members of their immediate family be employed, by the Head Start
559 agency (including any delegate agency); and
560 d. operate as an entity independent of staff employed by the Head Start agency.
561

- 562 • EXCEPTION- If an individual holds a position as a result of public election or political
563 appointment, and such position carries with it a concurrent appointment to serve as a
564 member of a Head Start agency governing body, and such individual has any conflict of
565 interest described in clause b or c above.
 - 566 ○ such individual shall not be prohibited from serving on such body and the Head
567 Start agency shall report such conflict to the Secretary; and
 - 568 ○ if the position held as a result of public election or political appointment provides
569 compensation, such individual shall not be prohibited from receiving such
570 compensation.
571

572 Delegate shall establish and implement a governance program that ensures successful and efficient
573 operations of the Head Start program, effectively monitors the management of the agency, provides
574 reliable financial reporting, and meets or exceeds all criteria set forth by 45 CFR Part 1304.50(g)(2), 45
575 CFR Part 74.21(b)(3), 45 CFR Part 92.20(b)(3), and all applicable sections of the Head Start Performance
576 Standards and Head Start Act.
577

578 This includes involving parents in the decision-making process via the Policy Committee and Parent
579 Committees. Every center and/or program option that is operated by the Delegate must have a Parent
580 Committee that must be comprised of parents of all children currently enrolled at the center level for
581 center-based programs or at the equivalent level for other program options. Policy Committee must be
582 comprised of fifty one percent (51%) of parents of currently enrolled children and community
583 representatives. All parent members of Policy Committees must stand for election or re-election annually
584 and must be elected by Parent Committees. All Community Representatives must be approved or
585 disapproved by the current parents of the Delegate's Policy Committee.
586

587 RESPONSIBILITIES:

588 The governing body shall:
589

- 590 a. have legal and fiscal responsibility for administering and overseeing the Agency's Head Start
591 program. Each governing body (Board of Directors/Education) must ensure that appropriate
592 internal controls are established and implemented to safeguard Federal funds.
593
- 594 b. adopt policies that assure active, independent, and informed governance of the Head Start agency,
595 including practices consistent with subsection (d)(1), and fully participate in the development,
596 planning, and evaluation of the Head Start programs to ensure a high quality program;
- 597 c. be responsible for ensuring compliance with Federal laws (including regulations) and applicable
598 State, tribal, and local laws (including regulations); and
- 599 d. be responsible for reviewing and approving all major policies, including—
 - 600 i. annually establishing procedures and criteria for recruitment, selection, and enrollment of
601 children;
 - 602
 - 603 ii. annually establishing procedures and guidelines for accessing and collecting information
604 and using the information in program planning;

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- iii. annually evaluating and making changes, if needed, to the personnel policies, and subsequent changes, regarding the hiring, evaluation, termination, and compensation of agency employees;
 - iv. annually approving the program's long and short range goals and objectives; and
 - v. developing procedures for how members of the policy committee are selected.
- e. be responsible for reviewing and approving other activities, including—
- i. the program's Child Outcomes results and quality action plans (three (3) times per year)
 - i. the program's annual self-assessment and corrective action plans;
 - ii. the program's annual community needs assessment, including updates;
 - iii. the program's annual financial audit;
 - iv. financial management, accounting, and reporting policies, and compliance with laws and regulations related to financial statements, including the—
 - o approval of all major financial expenditures of the agency;
 - o selection (except when a financial auditor is assigned by the State under State law or is assigned under local law) of independent financial auditors who shall report all critical accounting policies and practices to the governing body; and
 - o monitoring of the agency's actions to correct any audit findings and of other action necessary to comply with applicable laws (including regulations) governing financial statement and accounting practices;
 - v. personnel policies and procedures, including policies and procedures regarding the hiring, evaluation, compensation, and termination of the Executive Director, Head Start Director, Director of Human Resources, Chief Fiscal Officer, and any other person in an equivalent position with the agency;
 - vi. establishing, adopting, and periodically updating written standards of conduct that establish standards and formal procedures for disclosing, addressing, and resolving—
 - any conflict of interest, and any appearance of a conflict of interest, by members of the governing body, officers and employees of the Head Start agency, and consultants and agents who provide services or furnish goods to the Head Start agency; and
 - complaints, including investigations, when appropriate; and
 - to the extent practicable and appropriate, at the discretion of the governing body, establishing advisory committees to oversee key responsibilities related to program governance and improvement of the Head Start program involved.
- f. review, approve, and sign:
- i. all applications for Head Start funding as well as amendments to the applications prior to submission to the grantee;
 - ii. the annual contract;

652 iii. the agency's progress in carrying out the programmatic and fiscal provisions in such
653 delegate's grant application, including implementation and completion of corrective action
654 steps for areas of non-compliance(s) or deficiency(ies) as determined by the grantee or the
655 Department of Health and Human Services, Administration for Children and Families (ACF)
656 through monitoring.
657

- 658 g. establish procedures that ensure the sharing of accurate and regular information for use by the
659 governing body and policy committee about program planning, policies, and Head Start operations,
660 including maintaining governance reports with agendas, minutes and attachments that include:
- 661 i. Monthly financial statements including administrative costs, non-federal share, and credit
662 card expenditures;
 - 663 ii. Monthly program information summaries (as given to the grantee in the monthly progress
664 report);
 - 665 iii. Monthly program reports regarding enrollment, attendance and current waitlists;
 - 666 iv. Monthly meals and snacks provided through the Department of Agriculture;
 - 667 v. Monthly communication from the Secretary (Office of Head Start);
 - 668 vi. the Agency's annual Program Information Report (PIR)
- 669
- 670 h. The Delegate must provide, at least on a quarterly basis, a projection of estimated costs needed to
671 provide quality services to children and families through the end of the contract period.
672
- 673 i. Ensure that the Delegate Agency employs, or obtains the services of, a qualified fiscal officer. In
674 addition, Delegate must endeavor to recruit one or more Board members who possess sufficient
675 financial background and expertise to provide appropriate oversight and review of financial reports
676 of the Delegate Agency, as well as the independent audit.
677
- 678 j. Ensure that Delegate is utilizing an appropriate cost allocation plan that is based on actual staffing
679 patterns, program usage, or other appropriate methodology.
680
- 681 k. Ensure that all governing body policies and procedures are revised and updated as new
682 laws and regulations are enacted or promulgated or due to changing economic conditions
683 (including that the Board of Directors complies with the language in the Head Start Act of 2007).
684
- 685 l. Ensure that all requests requiring advanced approval or budget adjustments are submitted to the
686 grantee and receive appropriate approvals by OCHS (and ACF, when necessary) prior to taking any
687 programmatic or fiscal actions.
688

689 The governing body shall ensure that it receives appropriate training and technical assistance to ensure
690 that the members understand the information the members receive and can effectively oversee and
691 participate in the programs of the Head Start agency.
692

693 The grantee shall make training and technical assistance available to Delegate staff, Policy Committee
694 members, and governing body to assist them in understanding their roles and responsibilities in shared
695 governance. Some of these sessions may be mandatory.
696
697

698 **21. ELIGIBILITY, RECRUITMENT, SELECTION, ENROLLMENT, AND ATTENDANCE PLAN**

699 Delegate must follow the requirements set forth in 45 CFR Parts 1305 for the eligibility, recruitment,
700 selection, enrollment and attendance of program participants.
701

702 The Grantee assigns each Delegate specific recruitment areas for delivery of Head Start services to eligible
703 children and their families as defined in the attached amendment.

704
705 The purpose of recruitment areas is to provide definition of geographical boundaries for each Delegate
706 providing services under a contract with the Grantee.

707
708 Recruitment areas facilitate the ability of parents and the community to identify the responsible delegate
709 agency for providing service to eligible children, and place responsibility on Delegate for dedicating efforts
710 and resources within the specific geographical area. The Delegate may not willfully recruit children
711 residing outside of their assigned recruitment area(s). Grantee retains the right to reduce Delegate
712 Agency funding for services to children outside of the Delegate's assigned recruitment area(s).

713 In such cases where a Delegate cannot serve all Head Start eligible children within its recruitment area,
714 the Grantee maintains the rights to serve such children. The Delegate may enroll a maximum of ten
715 percent (10%) children whose family income exceeds one hundred percent (100%) of the Federal Poverty
716 Guidelines. This is a maximum and any child enrolled that exceeds this maximum will be considered an
717 "erroneous payment" and a disallowance. Delegate's Governing Board and Policy Committee must
718 approve or disapprove the agency's ERSEA policy.

719
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721 **22. ACF/DHHS HEAD START GUIDELINES FOR ENROLLMENT OF CHILDREN WITH**
722 **DISABILITIES**

723 In accordance with the provisions of 45 CFR 1305.6 (c), no less than ten percent (10%) of the total Head
724 Start eligible enrollment opportunities must be available for children with disabilities who are Head Start
725 eligible. Children reported as disabled must be diagnosed by an appropriate professional and exhibit one
726 or more of the disabling conditions described in 45 CFR 1305.2 (a) or 45 CFR 1308.7, and shall require
727 special education and related services. All services provided by Delegate must follow the requirements set
728 forth in 45 CFR 1308, Head Start Program Performance Standards on Services for Children with
729 Disabilities.

730
731

732 **23. PRIOR APPROVALS REQUIRED**

733 In addition to the items listed below, other changes to the approved work project require 45 day prior
734 written approval from the Grantee, as set forth in the program regulations listed in Section 4 in this
735 Agreement or other terms of this award. These include, but are not limited to, the following:

736
737 a. Budget Changes

- 738
739 i. Items with a unit cost of Five Thousand Dollars (\$5,000) or more, not identified in the current
740 approved budget.
741 ii. Alterations and renovations to facilities exceeding Five Thousand Dollars (\$5,000) not
742 identified in the current approved budget, including whole projects as opposed to
743 disaggregating a project into smaller projects.
744 iii. Any budget revision that is (1) an aggregated excess of \$5,000 in any one line item, (2) for
745 any costs relating to needed construction, renovation, equipment, and legal fees, not
746 previously approved in the current grant application, and/or (3) the result of a general-
747 purpose increase such as supplemental funding for COLA, Quality, Program Improvement and
748 Program Expansion.
749 iv. Revisions that affect the parent involvement funds.

750
751 b. Program Changes

752

- i. Changes in Delegate's executive director, project director, finance director, Head Start director or program coordinator or other key persons specified in the application or award document.
- ii. The absence for more than three (3) months or a twenty five percent (25%) reduction of time devoted to the project by the approved project director or program coordinator.
- iii. Changes in the location of facilities.
- iv. Revision to approved program options, including changes in hours of operation and length of operating year, or an increase or decrease in the numbers of children served in any program option(s).
- v. Changes in project scope or objectives. Changes in the scope or objectives that may result in a significant alteration of the approved program activities, change in the direction of the project, the types of services to be delivered, the number of beneficiaries to be served, or training to be provided.
- vi. Any request for budget and/or program changes requires evidence of Policy Committee and Governing Board approval in writing.

c. Other Required Approvals

The following items require prior written approval by the Grantee if funds have not been allocated in the approved budget for the current year.

- i. Contracts for legal services, subject to 45 CFR 1303.3.
- ii. Contracts for which the aggregate expenditure is expected to exceed Twenty-Five Thousand Dollars (\$25,000).

The Grantee will review requests and will notify Delegate in writing of approval or non-approval within fifteen (15) working days from the date of receipt of a request. Notification of non-approval shall include the reason the request was denied. If the request is still under consideration, the Grantee will notify Delegate in writing as to when to expect a decision. If ACF approval is required, the Delegate will be notified of ACF's decision when received.

d. Disallowances

Any action taken by Delegate before receiving required prior written approval from either OCHS or ACF, if applicable, is subject to disallowance.

24. REPORTING REQUIREMENTS

Delegate agencies shall submit required reports to the Grantee in a timely manner. Submission of such reports is specified in Attachment A, Required Documents, attached hereto and made a part hereof. Other periodic reports may be required by the Grantee from time to time. These reports shall be submitted in accordance with instructions provided by the Grantee. All reports shall be submitted on forms provided by the Grantee, which are located on the OCHS website, where such forms are applicable, and within the time period specified by the Grantee. The grantee reserves the right to ask for additional reports, documents, data at any time.

The ChildPlus.net System is required to be used by all delegate agencies to track services to children and families. Child and family information must be entered into the system and reconciled at least weekly. Child Plus is to be used to generate information and reports related to Health, Mental Health, Disabilities, Nutrition, Family and Community Engagement, Child Development and Education, ERSEA, and for Program Information Reports. These reports shall inform the delegate when completing its monthly progress report to the grantee and must be used to monitor the program for effectiveness and quality of services to children and families. This information shall be retained with the monthly progress report at

803 the delegate for monitoring purposes. Specific reports shall be submitted to the Grantee monthly as
804 indicated on Attachment A or anytime upon request.

805
806
807 **25. DELINQUENT REPORT SUBMISSION**

808 Delegate shall submit all reports as specified. If Delegate fails to timely comply with the the terms and
809 conditions of this Agreement or Grantee reporting requirements, the Grantee may, upon reasonable notice
810 to Delegate, suspend the funds for program operations or take such other actions as may be deemed
811 appropriate by the Grantee (45 CFR Part 74). Further, a history of such unsatisfactory performance may
812 result in designation of "high risk" status for Delegate, jeopardizing potential future funding from the
813 Grantee. See Item 36 for definition of "high risk".

814
815
816 **26. CONTRACT PROVISIONS**

817 All contracts awarded by a recipient, including small purchases, shall contain the provisions set forth in 45
818 CFR Part 74, Appendix A, Contract Provisions, as applicable where the cost of the contract is treated as a
819 direct cost of an award.

820
821
822 **27. PROPERTY MANAGEMENT**

823 Delegate shall establish, implement, and maintain a property management system that meets the
824 requirements of 45 CFR 74. 30-37. Disposition or transfer of property purchased with Head Start funds
825 shall be determined by the Grantee when such equipment is no longer needed for Head Start purposes or
826 a program supported by other federal grants or activities not federally assisted that have purposes similar
827 to Head Start. Such determination shall be in accordance with the provisions of 45 CFR 74.34 and must
828 be approved by the Grantee.

829
830 Delegate must take a physical inventory at least once every two (2) years. In addition to the asset listing,
831 the inventory report must include (1) the date of the physical inventory, and (2) the name and signatures
832 of employees who performed the inventory. This report shall be maintained by Delegate and used to
833 confirm the Delegate's physical asset listing, which is to be submitted to the Grantee quarterly.

834
835
836 **28. FACILITIES**

837 Delegate shall not open a new site, relocate or replace an existing site, or add or delete a class and/or
838 classes, without (1) prior written approval of the Grantee and (2) only within the Delegate's assigned
839 geographic service area. All facilities must be in compliance with 45 CFR 1304.53 and must possess all
840 required licenses and clearances. Grantee will not fund a Delegate for an unlicensed facility.

841
842 In addition, if it is found that a facility does not comply with 45 CFR 1304.53, or is not covered by current
843 clearances from the local fire, health, and building and safety departments, or is not licensed by the
844 Department of Social Services, a written notice of non-compliance shall be issued to Delegate and Head
845 Start operations in that building must cease immediately. The Delegate must immediately begin
846 corrective action to bring the building into compliance and an alternative plan for serving children must be
847 approved by the Grantee. Requests to purchase, construct or implement major renovations to a Head
848 Start facility must be made to the Grantee and follow all requirements set forth in 45 CFR Part 74.31-33
849 and 45 CPR 1309 – Head Start Facilities Purchase.

850
851
852 **29. RECORD RETENTION AND ACCESS REQUIREMENTS FOR RECORDS**

853 Delegate shall maintain all Head Start Delegate records in accordance with the provisions set forth in 45
854 CFR Part 74.53 and other applicable sections of 45 CFR Parts 1301-1310 and Delegate may refer to OCHS
855 SAPPP FI-04 – OCHS Record Retention in establishing its own record retention policy and procedures.
856

857

858 **30. PROHIBITION AGAINST USE OF HEAD START FUNDS TO INFLUENCE LEGISLATION OR**
859 **APPROPRIATIONS**

860 No part of any funds under this Agreement shall be used to pay the salary or expenses of any contractor,
861 or agent acting for the Delegate or the Delegate's Board, staff, or other representative to engage in any
862 activity designed to influence legislation or appropriation pending before the Congress, or for the election
863 of, or defeat of, any governmental official or candidate at any local, county, State, or Federal level.
864

865

866 **31. PATENTS**

867 Any discovery, invention, or intellectual property arising out of, or developed in the course of work aided
868 by this Agreement, shall be properly and fully reported to the Grantee for determination by the Grantee
869 and ACF/DHHS as to whether the patent protection on such discovery, invention or intellectual property
870 should be sought and how the rights in the discovery, invention or intellectual property, including any
871 patent issued thereon, shall be disposed of and administered in order to protect the public interest.
872

873

874 **32. PRESS RELEASES**

875 In all communications with the press, television, radio or any other means of communicating with the
876 general public, Delegate shall make specific reference to the Grantee as the sponsoring agency and to the
877 Administration for Children and Families, Department of Health and Human Services.
878

879

880 **33. COPYRIGHTS**

881 Should the performance of this Agreement result in a book or other copyrightable material, the author is
882 free to copyright the work, but the Grantee and ACF/DHHS reserve a royalty-free, non-exclusive and
883 irrevocable license to reproduce, publish or otherwise use and to authorize others to use all copyrighted
884 material and all material which can be copyrighted. Delegate shall provide the Grantee with a notice of
885 such copyrights.
886

887

888 **34. COMPLIANCE WITH CIVIL RIGHTS LAWS**

889 Delegate shall comply with the applicable provisions of the California Fair Employment and Housing Act
890 and Title VI of the Civil Rights Act of 1964 which provides that no person in the United States shall, on the
891 grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or
892 be subjected to discrimination under any program or activity receiving federal financial assistance. DHHS
893 regulations implementing this requirement are published in 45 CFR 80 and 45 CFR 81.
894

895

896 **35. COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973 AND**

897 **AMERICANS WITH DISABILITIES ACT OF 1990**
898 Delegate shall comply with Section 504 of the Rehabilitation Act of 1973 which provides that no otherwise
899 qualified disabled individual in the United States shall, solely by reason of the disability, be excluded from
900 participation in, be denied the benefit of, or be subjected to discrimination under any programs or activity
901 receiving federal financial assistance. The DHHS regulation implementing this requirement is published in
902 45 CFR Part 84.

903 Delegate shall comply with the Americans with Disabilities Act of 1990, as amended, which protects
904 qualified applicants and employees with disabilities from discrimination in hiring, promotion, discharge,
905 pay, job training, fringe benefits, classification, referral, and other aspects of employment on the basis of
906 disability. The law also requires that covered entities provide qualified applicants and employees with
907 disabilities with reasonable accommodations that do not impose undue hardship.
908
909

910 **36. DEFICIENCY DESIGNATION AND DEFINITION**

911 At a minimum, Delegate must demonstrate a level of compliance with the Federal and State requirements
912 such that no deficiency exists in its program. The following describes non-compliance conditions that may
913 result in a "Deficiency" designation:
914

- 915 a. An area or areas of performance in which a Delegate Agency is not in compliance with
916 State or Federal requirements, including but not limited to, the Head Start Act or one or
917 more of the regulations under parts 1301 through 1310 of the Performance Standards, and
918 which involves:
 - 919 i. A threat to the health, safety or civil rights of children or staff;
 - 920 ii. A denial to parents of the exercise of their full roles and responsibilities related to
921 program governance;
 - 922 iii. A failure to perform substantially the requirements related to Early Childhood
923 Development and Health Services, Family and Community Partnerships, or Program
924 Design and Management; or
 - 925 iv. The misuse of Head Start grant funds.
 - 926 v. The loss of legal status or financial viability, as defined in part 1302 of the
927 Performance Standards, loss of permits, debarment from receiving Federal grants or
928 contracts or the improper use of Federal funds; or
 - 929 vi. Any other violation of Federal or State requirements including, but not limited to,
930 the Head Start Act or one or more of the regulations under parts 1301 through
931 1310 of the Head Start Performance Standards, and which the Delegate has shown
932 an unwillingness or inability to correct within the period specified by the responsible
933 OCHS agent.
 - 934 vii. Systemic or material failure of the Governing Body to fully exercise its legal and
935 fiduciary responsibility; and
 - 936 viii. An unresolved area of non-compliance.

937
938
939 In accordance with the provisions of 45 CFR 74.14, the Grantee may impose **special conditions** more
940 restrictive than those prescribed in Part 74 if the Grantee has determined that the Delegate:
941

- 942 a. has a history of poor performance;
- 943 b. is financially unstable;
- 944 c. receives a qualified audit, an adverse opinion, or auditors opinion that contains a "going
945 concern" statement;
- 946 d. receives a Management Letter from their independent auditors that denotes specific
947 internal control weaknesses;
- 948 e. has a management system (e.g., Program Governance, Planning, Communication, Record-
949 keeping & Reporting, Ongoing Monitoring, Self-Assessment, Human Resources, Fiscal, and
950 Eligibility, Recruitment, Selection, Enrollment & Attendance) which does not meet the
951 standards of this Agreement;
- 952 f. has acted in a way that is a material breach of Delegate's Contract with OCHS, as
953 determined by the Grantee;

- 954 g. has not provided evidence of compliance with applicable legislation, regulations, or OCHS
955 directives;
- 956 h. has not conformed to the terms or conditions of a previous award, or the directives for a
957 pending award; or, is not otherwise responsible, including, but not limited to, creating
958 circumstances which may endanger or compromise the continuation of ACF/DHHS funding
959 to the Grantee or result in a deficiency charged to the Grantee.
- 960 i. Special conditions or other available sanctions may be applied if OCHS determines that the
961 Delegate has non-compliance in any area as determined by the grantee, the Office of Head
962 Start, or any other regulatory agency.

963
964 If Delegate is considered to be "high risk" (meeting one or more of the criterion for deficiency or is at risk
965 of one or more of the criterion under 45 CFR 1307.3) special conditions may be included in this award that
966 correspond to the high-risk condition. Those conditions will be listed under a separate section in this
967 Agreement. If any special conditions are imposed by the Grantee, Delegate will be notified in writing why
968 the special conditions were imposed, and corrective actions that must be implemented by Delegate with
969 regard to the special conditions. In this event, the Grantee will notify the ACF, DHHS, that special
970 conditions have been imposed. Failure to comply may result in a reduction of funding, other penalties or
971 termination of this Agreement.

972
973
974 **37. NOTIFICATION TO DELEGATE AGENCIES OF DEFICIENCY(IES) AND FOLLOW-UP**
975 **CORRECTIONS AND SANCTIONS**

976 If it is determined by the Grantee that the Delegate Agency has one or more deficiencies, as defined in
977 the Head Start Act, Sect 637(2), or is at risk of one or more of the criterion under 45 CFR 1307.3, OCHS
978 may place the Delegate Agency on a deficiency status.

979
980 The Grantee will notify the Delegate Agency in writing by certified letter of its decision to place the
981 Delegate on deficiency status. Once the Delegate Agency is placed on non-compliant status, a Quality
982 Improvement Plan (QIP) must be submitted to the Grantee within thirty (30) calendar days with proper
983 Board and Policy Committee approvals. Deficiencies will require a QIP be completed within fifteen (15)
984 calendar days of the deficiency. The Grantee will review the QIP and make a determination within fifteen
985 (15) calendar days of whether or not the QIP is acceptable in addressing the deficiency(ies), non-
986 compliances or areas of risk.

987
988 The Grantee may conduct additional monitoring visits to Delegate Agency until all deficiencies are
989 corrected or the Grantee decides to either, reject the application, terminate its agreement with the
990 Delegate Agency, or pursue any other remedy available to the Grantee.

991
992 The deficiency(ies) cited must be corrected within the timeframe prescribed, but in no case will the
993 deficiency(ies) be allowed to remain uncorrected beyond one hundred eighty (120) days from the date of
994 notification of the deficiency(ies). Training and Technical Assistance (T&TA) will be made available, and
995 may be required, by the Grantee to assist the Delegate upon written request from the Delegate to OCHS

996
997 If the Delegate Agency has corrected the identified deficiency(ies), a letter to the Grantee certifying full
998 compliance is required. The certification should describe the deficiency, explain actions taken, clearly
999 state that the problems have been remedied, specify the date of such correction, and be signed by the
1000 Delegate's Board and Policy Committee Chairpersons. The Grantee will verify that correction of the
1001 deficiency(ies) is complete prior to releasing the Delegate from deficiency status. If the Delegate Agency
1002 continues to have uncorrected deficiencies beyond the specified time frame, the Grantee may issue a
1003 letter, upon approval of the OCHS Board of Directors, stating the Grantee's intent to either terminate the

1004 Delegate's contract, reject the Delegate Agency's application, or pursue any other remedies available to
1005 the Grantee. OCHS will advise the Delegate of procedures for appealing the Grantee's decision.
1006

1007
1008 **38. SPECIAL GRANT OR CONTRACT CONDITIONS**

1009 Reasons for Special Grant or Contract Conditions: The reasons for imposition of Special Conditions upon
1010 the Delegate Agency are listed in Section 36 of this Contract ("Deficiency Designation and Definition"),
1011 Notification of Imposition of Special Conditions and Process for Removal
1012

- 1013
1014
1. If special conditions are imposed by OCHS, the Delegate will be notified in writing and the notification will include the following items:
 - 1016 a. The nature of the special conditions/restrictions,
 - 1017 b. The reasons for imposing them,
 - 1018 c. The corrective actions which must be implemented by the Delegate with regard to
1019 these special conditions before they will be removed,
 - 1020 d. The consequences for non-compliance with the special conditions,
 - 1021 e. The time period for correction of non-compliance items and/or deficiencies, and
 - 1022 f. Technical assistance that will be provided for, by the Grantee.
 - 1023 2. In the event that special conditions are attached to this Contract, Grantee will notify ACF
1024 that special conditions have been imposed on the Delegate Agency.
1025

1026 Identification of Special Conditions and/or Restrictions: Any or all of the following actions may be
1027 imposed in the event that Special Conditions are attached to the Contract.
1028

- 1029 1. Payment to Delegate Agency on a reimbursement basis;
- 1030 2. Requiring additional, more detailed financial and/or program reports;
- 1031 3. Additional project monitoring performed by OCHS staff;
- 1032 4. Requiring that the Delegate Agency obtain technical or management assistance;
- 1033 5. Establishing additional prior approval procedures and timelines;
- 1034 6. Temporarily withholding cash payments pending correction of the non-compliance or
1035 deficiency by the Delegate Agency;
- 1036 7. Disallowing (defined in this case as denying both use of funds and any applicable matching
1037 credit for) all or part of the cost of the activity or action not in compliance;
- 1038 8. Suspending wholly or partially, or terminating, the current award;
- 1039 9. Withholding further awards for the project or program;
- 1040 10. Taking any other remedies that may be legally available; and
- 1041 11. Placing the Delegate Agency on Interim Administrative Program and/or Fiscal Management;
- 1042 12. Any other appropriate actions that are consistent with applicable sections of 45 CFR Parts
1043 74, 92, and 1301-1310, and the Head Start Act of 2007.
1044

1045
1046 **39. INTERIM ADMINISTRATIVE MANAGEMENT**

1047 Interim Administrative Management is in response to the lack of sufficient program, administrative, or
1048 fiscal compliance that results in a deficiency in the Agency's operations related to one or more items
1049 identified in Section 36. A Special Condition will be placed on the Delegate Agency's Contract and written
1050 notification to the Delegate's Board of Directors (or Board of Education) will be provided indicating the
1051 commencement of Interim Administrative Management and the conditions required for the removal of the
1052 Special Condition.
1053

1054 Grantee will assign an OCHS employee and/or an independent consultant contracted by OCHS to oversee
1055 the aspects of the Delegate's operations that are identified as the basis for implementing Interim
1056 Administrative Management. All programmatic, fiscal, and/or administrative systems decisions must be
1057 reviewed and approved by the assigned employee or consultant prior to action being taken by the
1058 Delegate Agency. The on-site monitor will provide written reports to the Delegate Board of
1059 Directors/Education and the Delegate's Head Start Director identifying issues that must be corrected
1060 and/or reasons for disapproval of anticipated Delegate Agency action(s). The Delegate will be advised of
1061 the actions that must be taken and the time frame for compliance in order for the Interim Administrative
1062 Management to be removed.

1063
1064 OCHS will determine whether the Delegate Agency is in compliance with all programmatic, fiscal, and/or
1065 administrative systems requirements and will provide the Delegate Agency written notice of the removal
1066 of Interim Administrative Management.
1067

1068 **40. TERMINATION, SUSPENSION OR DISALLOWANCE OF PAYMENTS**

1069 The Grantee may (by giving reasonable written notice and specifying the effective date) suspend, disallow
1070 payment, or terminate this Agreement in whole or in part for cause, which shall include: (1) material
1071 failure for any reason of Delegate to fulfill, in a timely and proper manner, its obligations under this
1072 Agreement including compliance with the approved program and applicable laws, regulations, policies and
1073 procedures (2) any misrepresentation on Delegate's part of any nature with respect to any information or
1074 data furnished to Grantee in connection with this Agreement; (3) submission by Delegate to the Grantee
1075 of reports that are materially incorrect or incomplete in any material respect; (4) If Delegate incurs any
1076 cost that Grantee or its auditors determines to be questioned or disallowed; (5) improper use of Head
1077 Start funds provided under this Agreement; (6) if Delegate maintains a pattern of discrimination; (7)
1078 defaulting on any of the provisions of this Agreement or violation of any of the covenants, assurances,
1079 stipulations or conditions of this Agreement; (8) reduction, suspension or termination by ACF/DHHS of the
1080 grant, or a portion thereof, to the Grantee under which this Agreement is made; (9) the failure to comply
1081 with lawful directives from DHHS, ACF, or the Grantee, whether communicated directly or indirectly to
1082 Delegate from DHHS, ACF, or directly by the Grantee on behalf of itself, DHHS, or ACF; (10) creating
1083 circumstances which may endanger or compromise the continuation of ACF/DHHS funding to the Grantee,
1084 result in a finding of a deficiency, or fall under any one of the criterion in 1307.3; or (11) if Delegate
1085 dissolves, becomes insolvent, has an assignment for the benefit of creditors, commences a bankruptcy or
1086 insolvency proceeding, or has a receiver appointed for its property.
1087

1088
1089 It is intended that the delegate program be administered effectively and responsibly. The Head Start
1090 Designation Renewal System has been established to determine whether Head Start and Early Head Start
1091 programs deliver high-quality services to meet the educational, health, nutritional, and social needs of the
1092 children and families they serve; and meet the program and financial requirements and standards
1093 described in section 641A(a)(1) of the Head Start Act.
1094

1095 A delegate agency may lose or be required to re-compete for its funding if the grantee or a responsible
1096 HHS official determines that one or more of the following seven conditions existed during the contract
1097 period that would put the grantee in jeopardy of losing its funding:
1098

- 1099 a. The delegate has been determined by the grantee or responsible HHS official to have one or more
1100 deficiencies on a single review;
- 1101 b. The delegate has been determined not to have:

1102 i. established program goals for improving the school readiness of children participating in its
1103 program in accordance with the requirements of section 641A(g)(2) of the Act and
1104 demonstrated that such goals:

- 1105 • appropriately reflect the ages of children, birth to five, participating in the program;
- 1106 • align with the Head Start Child Development and Early Learning Framework, State
1107 early learning guidelines, and the requirements and expectations of the schools, to
1108 the extent that they apply to the ages of children, birth to five, participating in the
1109 program and at a minimum address the domains of language and literacy
1110 development, cognition and general knowledge, approaches toward learning,
1111 physical well-being and motor development, and social and emotional development;
- 1112 • were established in consultation with the parents of children participating in the
1113 program.

1114 ii. taken steps to achieve the school readiness goals demonstrated by:

- 1115 • aggregating and analyzing aggregate child-level assessment data at least three
1116 times per year and using that data in combination with other program data to
1117 determine delegates' progress toward meeting its goals, to inform parents and the
1118 community of results, and to direct continuous improvement related to curriculum,
1119 instruction, professional development, program design and other program
1120 decisions; and
- 1121 • analyzing individual ongoing, child-level assessment data for all children birth to age
1122 five participating in the program and using that data in combination with input from
1123 parents and families to determine each child's status and progress with regard to, at
1124 a minimum, language and literacy development, cognition and general knowledge,
1125 approaches toward learning, physical well-being and motor development, and social
1126 and emotional development and to individualize the experiences, instructional
1127 strategies, and services to best support each child.

1128 c. The delegate has been determined during the contract period:

1129 i. to have an average score across all classrooms observed below the following minimum
1130 thresholds on any of the three CLASS: Pre-K domains from the most recent CLASS: Pre-K
1131 observation:

- 1132 • for the Emotional Support domain the minimum threshold is 4;
- 1133 • for the Classroom Organization domain, the minimum threshold is 3;
- 1134 • for the Instructional Support domain, the minimum threshold is 2.

1135 ii. to have an average score across all classrooms observed that is in the lowest 10 percent on
1136 any of the three CLASS: Pre-K domains from the most recent CLASS: Pre-K observation
1137 among those currently being reviewed unless the average score across all classrooms
1138 observed for that CLASS: Pre-K domain is equal to or above the standard of excellence that
1139 demonstrates that the classroom interactions are above an exceptional level of quality. For
1140 all three domains, the "standard of excellence" is a 6.

1141 d. the delegate is at risk of or has had a revocation of its license to operate a Head Start or Early
1142 Head Start center or program by a State or local licensing agency during the contract period and

1143 the revocation has not been overturned or withdrawn before the next contract period. A pending
1144 challenge to the license revocation or restoration of the license after correction of the violation
1145 shall not affect application of this requirement.

- 1146 e. The delegate has been suspended from the Head Start or Early Head Start program by the grantee
1147 during the contract period and the suspension has not been overturned or withdrawn. If there is a
1148 pending appeal and the delegate did not have an opportunity to show cause as to why the
1149 suspension should not have been imposed or why the suspension should have been lifted if it had
1150 already been imposed, the delegate will not be required to compete based on this condition. If a
1151 delegate has received an opportunity to show cause, the condition will be implemented regardless
1152 of appeal status.
- 1153 f. The delegate is at risk of or has been debarred from receiving Federal or State funds from any
1154 Federal or State department or agency or has been disqualified from the Child and Adult Care Food
1155 Program (CACFP) any time during the contract period.
- 1156 g. The delegate is at risk of or has been determined within the twelve months preceding to be at risk
1157 of failing to continue functioning as a going concern. The final determination is made by a review
1158 of the findings and opinions of an audit conducted in accordance with section 647 of the Act; an
1159 audit, review or investigation by a State agency; a review by the National External Audit Review
1160 (NEAR) Center; or an audit, investigation or inspection by the Department of Health and Human
1161 Services Office of Inspector General.

1162 The delegate must report in writing to the grantee within 10 working days of occurrence any of the
1163 following events:

- 1164 a. The delegate has had a revocation of a license to operate a center by a State or local licensing
1165 entity.
- 1166 b. The delegate has filed for bankruptcy or agreed to a reorganization plan as part of a bankruptcy
1167 settlement.
- 1168 c. The delegate has been debarred from receiving Federal or State funds from any Federal or State
1169 department or agency or has been disqualified from the Child and Adult Care Food Program
1170 (CACFP).
- 1171 d. The delegate has received an audit, audit review, investigation or inspection report from the
1172 agency's auditor, a State agency, or the cognizant Federal audit agency containing a determination
1173 that the delegate is at risk for ceasing to be a going concern.

1174 The Grantee may assign and transfer this Agreement when required by ACF/DHHS without the consent of
1175 Delegate.

1176
1177 If Delegate is unable or unwilling to comply with such additional conditions as may be lawfully applied by
1178 ACF/DHHS to the grant and to the Grantee, Delegate shall terminate this Agreement by giving ninety (90)
1179 days written notice to the Grantee signifying the effective date thereof. In this event, the Grantee will
1180 take measures as necessary to ensure that adequate arrangements are made for the transfer of the
1181 delegated activities to another Delegate or to the Grantee. If Delegate does not provide timely notice of
1182 such termination, the Grantee may unilaterally effect the termination.
1183

1184 In the event of any termination, all property and finished or unfinished documents, data, studies and
1185 reports purchased or prepared by the Delegate under this Agreement shall be disposed of according to

1186 ACF/DHHS and Grantee written directives. Delegate shall be entitled to compensation for any un-
1187 reimbursed expenses reasonably and necessarily incurred in satisfactory performance of this Agreement.
1188

1189 Notwithstanding the above, Delegate shall not be relieved of liability to the Grantee for damages
1190 sustained by the Grantee by virtue of any breach of the Agreement by Delegate, and the Grantee may
1191 withhold any reimbursement to the Delegate for the purpose of expense off-set until such time as the
1192 exact amount of damages due to the Grantee from Delegate is agreed upon or otherwise determined.
1193

1194 Delegate may use Head Start or Early Head Start funds for legal purposes in accordance with 45 CFR
1195 1303.3.
1196

1197
1198 **41. APPEALS OF TERMINATION, SUSPENSION AND DENIAL OF REFUNDING**

1199 Delegate may appeal a decision to suspend, terminate or deny refunding of Head Start operations by the
1200 Grantee in accordance with the provisions of 45 CFR Part 1303.21, Procedures of Appeals by Current
1201 Delegate Agencies and Grantee SAPPP MS-14 - Delegate Agency Appeal Process.
1202

1203
1204 **42. NON-APPROPRIATION OF FUNDS**

1205 The Grantee's financial obligation with respect to this Agreement is contingent upon receipt of funds for
1206 the operation of the Head Start program from the Administration for Children and Families, Department of
1207 Health and Human Services. If such funds are not granted or continued to the Grantee, this Agreement
1208 may be terminated by the Grantee, in whole or in part. The Grantee shall notify Delegate of any such
1209 non-appropriation or non-continuance of funds at the earliest possible date.
1210

1211
1212 **43. SEVERABILITY**

1213 If any part, term, or provision of this Agreement is in conflict with any law of a federal, state, or local
1214 government having jurisdiction over this Agreement, the validity of the remaining portions or provisions
1215 shall not be affected thereby.
1216

1217
1218 **44. ENTIRE AGREEMENT**

1219 This Agreement constitutes the entire agreement between the parties and supersedes any prior or
1220 contemporaneous oral or written understanding or agreement.
1221

1222
1223 **45. INTERPRETATION**

1224 This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for
1225 or against any of the parties.
1226

1227
1228 **46. APPLICABLE LAW**

1229 This Agreement shall be interpreted and enforced under California law. Any litigation between the parties
1230 concerning this Contract and its terms and conditions shall be initiated in the County of Orange, State of
1231 California.
1232

1233 **47. CONTRACT AMENDMENTS**

1234 OCHS expressly reserves the right to amend this contract from time to time in order to be in compliance
1235 with all Head Start regulations.
1236

1237
1238 **48. REQUIREMENTS UNDER PART 176**

1239 **Part 176** has been added to Title 2 of CFR to provide interim final guidance and **standard award terms**
1240 for grants, cooperative agreement and loan awards funded by Federal dollars needed to implement
1241 selected provisions:

- 1242 a. Requests For Proposals:
- 1243 i. Make sure the contracts contain adequate remedies for breach.
 - 1244 ii. Require certifications from your contractors with each invoice.
- 1245
- 1246 b. Davis-Bacon Act Requirement:
- 1247 i. Contracts that are in excess of \$2,000 for construction, alteration or repair
1248 (including painting and decorating)...funded directly by or assisted in whole or in
1249 part by and through the Federal government "
 - 1250 ii. Weekly certified payroll records must be submitted to the Federal contracting
1251 agency.
 - 1252 iii. Contractor must ensure compliance with all subcontractors, regardless of tier.
 - 1253 iv. Contractor must submit weekly copy of payrolls to the grantee.
 - 1254
 - 1255 v. Each payroll must be accompanied by a "Statement of Compliance"
 - 1256 vi. "Payroll for the payroll period contains the information required... [and] is correct
1257 and complete."
 - 1258 vii. "Each laborer or mechanic ... has been paid the full weekly wages earned..."
 - 1259 viii. "Each laborer or mechanic has been paid not less than the applicable wage rates
1260 and fringe benefits..."
 - 1261 ix. May be submitted in any form desired, but Optional Form WH-347 satisfies all
1262 requirements in one form.
 - 1263 x. Every contract must contain the clauses found at 29 CFR§5.5(a). These clauses
1264 include provisions on the following:
 - 1265 1. Minimum Wage Requirements
 - 1266 2. Withholding Requirements
 - 1267 3. Payrolls and Basic Records
 - 1268 a. Payrolls must be "maintained by the contractor during the course of
1269 the work and preserved for a period of 3 years" - Submitted payrolls
1270 must include a "Statement of Compliance"
 - 1271 b. Optional form WH-347 was designed to submit payroll and
1272 compliance information all in one form.
 - 1273 c. Apprentices and Trainees Exceptions
 - 1274 d. Compliance with Copeland Requirements in 29 CFR Part 3
 - 1275
 - 1276 4. Subcontracts
 - 1277 a. Requirements flow through to subcontractors, regardless of tier
 - 1278 b. Contract Termination
 - 1279 c. "Breach of the contract clauses...may be grounds for termination of
1280 the contract and for debarment as a contractor." - 29 CFR§5.5(a)(7)
 - 1281 d. Compliance with Davis-Bacon and Related Act requirements 29
1282 CFR§§1, 3, and 5
 - 1283 e. Disputes concerning labor standards
 - 1284 f. Certification of eligibility

1288 **49. NOTICES**

1289 All notices required under this Agreement should be sent by United States mail, first-class postage prepaid
1290 (unless other mail treatment is required by Federal or State law or regulation) addressed to the applicable
1291 party at the address set forth below the signature of each party to the Agreement, or by personal service,
1292 to the parties as follows:

1293
1294 Grantee: Orange County Head Start, Inc.
1295 Attn: Colleen Versteeg, Executive Director
1296 2501 S. Pullman Street, Suite 100
1297 Santa Ana, CA 92705

1298
1299
1300 Delegate: Santa Ana Unified School District
1301 Attn: José Alfredo Hernández, J.D., President Board of Education
1302 1601 E. Chestnut Ave.
1303 Santa Ana, CA 92701
1304

1305 Notices given by mail shall be deemed served three (3) days after deposit in the United States mail, or
1306 when received, whichever is sooner.

1307 **SIGNATURES:**

1308 **GRANTEE:**

1309
1310 Orange County Head Start, Inc.
1311
1312
1313
1314
1315 _____

1316 Signature

1317
1318
1319
1320
1321
1322 Colleen Versteeg

1323 Print Name

1324
1325 Executive Director

1326 Title

1327
1328 6/21/2013

1329 Date
1330

DELEGATE:

Santa Ana Unified School District

Signature "I have read this agreement and understand that if our Agency does not abide by its commitments, covenants and regulations that we may lose our Head Start funding"

José Alfredo Hernández, J.D.

Print Name

Board of Education, President

Title

Date

Attachment A

**Delegate Agency Required Reports and Documents to be Submitted to Grantee
2013 - 2014**

NOTE: All documents are due the last day of the month unless otherwise indicated

Document/Report/Data	Received	Date
JULY		
Program Information Report (from prior contract year)		
AUGUST		
Contact Information on Board of Directors/Education (Hard copy and in the Head Start Enterprise System (HSES)) Updates needed within fifteen (15) days of changes being made.		
Center Profile - Form will be provided by the Grantee		
The Program Year Schedule of Classes, including holidays, staff days, etc. (Hard Copy and in HSES)		
Approved planning policy, procedure, and calendar.		
All Agency Service Area Plans, Policies, Procedures (on an electronic device)		
A copy of the approved Personnel Policies and Procedures Manual with a copy of the Policy Council and Board minutes indicating approval of revisions.		
Board By-laws and Articles of Incorporation of the Organization (update needed as revised)		
Policy Council By-laws (update needed as revised)		
Proof of Agency's insurance coverage naming OCHS, Inc. as additional insured for the following:		
A. Student Accidental Insurance		
B. General Liability		
C. Automobile Insurance		
D. Worker's Compensation Insurance		
E. Blanket Fidelity Bond		
F. Director's and Officer's Insurance		
G. Property Coverage		
All Certificates of Insurance that document that the Delegate Agency indemnifies and holds harmless the Grantee, its officers, agents, and employees from every claim or demand made as indicated in Agreement		
Copy of Exposure Control Plan in compliance with Blood borne Pathogens Title 29 Code of Federal Regulations.		
Certification of annual review/update and list of annual staff training.		
Letter from Delegate Agency Board Chair authorizing signatures for Head Start Board minutes		
Certificates of insurance and endorsements of specific hazards as indicated in the Agreement		
Department of Social Services License for each center serving Head Start or Early Head Start children		
Copy of the Agency's Procurement and Fiscal/Accounting Manuals		
Evidence of Non-profit status		
Cost Allocation Plan		
Non-Federal Share Plan		
Copies of all lease agreements paid in part or fully with Head Start funds		
Copies of all contracts that provide services to Head Start		
Final Fiscal Report Due (for the prior contract year)		
SEPTEMBER		
Copies of food agreements and the CACFP Annual Application		
OCTOBER		
Policy Committee meeting schedule		
Policy Committee membership roster indicating officers and community representatives. Hard copy and Head Start Enterprise System updates due as changes occur.		
Date and process for Delegate Agency's Self Assessment		
Quarterly Financial projections		
NOVEMBER		
DECEMBER		
Approved Annual Audit report of the Head Start program for the last program year		
Approved Community Assessment data on Delegate's service area		
Program Goals and Objectives Quarterly Report		

Attachment A

Child Outcomes Data and Action Plan from first assessment period		
JANUARY		
Physical inventory of Head Start items over \$5,000		
FEBRUARY		
Approved and Complete Annual Refunding Application and required attachments		
Approved Eligibility, Recruitment, Selection, Enrollment, and Attendance (ERSEA) Policies and Procedures		
Self Assessment Findings and Corrective Action Plan		
Quarterly Financial Projections		
MARCH		
Program Goals and Objectives Quarterly Report		
Program Budget Revision Requests (Last day)		
Child Outcomes Data and Action Plan from second assessment period		
APRIL		
MAY		
Quarterly Financial Projections		
JUNE		
Child Outcomes Data and Action Plan (from third assessment period)		
Program Goals and Objectives Quarterly Report		
MONTHLY		
Monthly Financial Reports (due on the 20th for the prior month)		
Check HSES for accuracy, notify grantee of any changes in writing		
Policy Council Minutes		
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
June		
Board Meeting Minutes where Head Start Business is conducted		
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
June		
Number of children enrolled for at least one day during the reporting month (using the Child Plus System)		
Number of children enrolled by eligibility type (using the Child Plus System)		
Number of children up-to-date on EPSDT schedule of care (using the Child Plus System)		

Attachment A

Number of children who are up-to-date on annual dental exams (using the Child Plus System)		
Number of children with disabilities enrolled during the reporting month (using the Child Plus System)		
Average Daily Attendance for the reporting month (using the Child Plus System)		
Number of Family Partnership Agreements introduced and completed (using the Child Plus System)		
AS NEEDED		
Request for approval of process for hiring a new Executive Director, Program Director/Coordinator, Finance Director, or Human Resources Director		
Request for Program Option or Operational Changes (at least 45 days prior)		
NOTE: Revisions to any of the documents required above must be forwarded to OCHS within 15 business days of the revised date.		
Grantee reserves the right to ask for additional documentation at any time.		

ATTACHMENT B

**ORANGE COUNTY HEAD START, INC.
DELEGATE AGENCY FUNDING AWARD
FISCAL YEAR 2013 - 2014
YEAR 33**

SANTA ANA UNIFIED SCHOOL DISTRICT

Enrollment: 510 Part Day/Part year
40 Full Day/Part year

FUNDING AWARDS:		NON FEDERAL SHARE	TOTAL
BASIC	3,325,719	831,430	4,157,149
T&TA	27,205	6,801	34,006
		-	-
TOTAL	3,352,924	838,231	4,191,155

Authorized cost for:

	BASIC	T & TA		TOTAL
Personnel Costs	2,134,686			2,134,686
Fringe Benefits	981,491	-		981,491
SUBTOTAL	3,116,177	-	-	3,116,177
Non-Personnel	209,542	-		209,542
T & TA		27,205		27,205
TOTAL	3,325,719	27,205	-	3,352,924
Non Federal Share	831,430	6,801		838,231
GRAND TOTAL	4,157,149	34,006	-	4,191,155

Please Note: Administrative Costs not to exceed: \$ 628,673

Initials _____

ATTACHMENT C

GEOGRAPHICAL SERVICE AREA

FOR Grant Year 2013 – 2014

ANAHEIM CITY SCHOOL DISTRICT

Anaheim City School District, as a delegate agency of Orange County Head Start, Inc., will serve the children of Orange County who reside in the following service area:

The area of the existing Anaheim City School District, bordered by Orangewood Ave. (southern border) to Hwy 57 (eastern border) north to Rt. 91 (northern border), with pocket north of Rt. 91 between Lemon St. and Raymond Ave. ending before Valencia Drive. West to Magnolia Ave (western border), with pocket west of Magnolia between Orangethorpe and La Palma and south on Gilbert back to Orangewood Avenue.

IRVINE UNIFIED SCHOOL DISTRICT

Irvine Unified School District, as a delegate agency of Orange County Head Start, Inc., will serve the children of Orange County who reside in the following service area:

The City of Irvine is bordered by the following cities:

Tustin
Costa Mesa
Newport Coast
Laguna Woods
Lake Forest
Foothill Ranch

Its northwest border is a large unincorporated area which consists of Modjeska Canyon, Silverado, Peter's Canyon, Portola Springs, Limestone Canyon Regional Park and Irvine Lake.

CITY OF LA HABRA

The City of La Habra, as a delegate agency of Orange County Head Start, Inc., will serve the children of Orange County who reside in the following service area:

The area of the existing City of La Habra, bordered to the north just above Russell Street / Northwood between Valley Home Avenue (western border) and east to between S. Palm and S. Puente Sts (eastern border, excluding a pocket belonging to the City of Brea) to W. Lambert Rd, West to Harbor Blvd., then South to a southern border below Imperial Highway running from Harbor (to the east) to Valley Home Ave. (to the West), just above the City of Fullerton.

Initials_____

SANTA ANA UNIFIED SCHOOL DISTRICT

Santa Ana Unified School District, as a delegate agency of Orange County Head Start, Inc., will serve the children of Orange County who reside in the following service area:

17th St. between Flower St. (west) and N. Main St. (east);
N. Main St. south to 1st St.;
East 1st St. east to Grand Ave.;
Grand Avenue south to W. Dyer Rd.;
W. Dyer Rd. west into Segerstrom Ave, west to Harbor Blvd.;
Harbor Blvd. north, then north along the Sylvan River (east side) to just above McFadden;
Between McFadden and 1st St. east to Bristol St.;
Bristol St. north to 1st St.;
1st St. east to Flower St.;
Flower St. north back to 17th St.

ORANGE CHILDREN AND PARENTS TOGETHER, INC.

Orange Children and Parents Together, Inc., as a delegate agency of Orange County Head Start, Inc., will serve the children of Orange County who reside in the following service area:

The basic boundaries of Orange USD, which includes:

Fairhaven Ave / Memory Lane (north side) west to N. Harbor Blvd.;
Harbor Blvd. north to Chapman Ave, then east between Chapman and Orangewood Ave. to the Santa Ana River; Then NE along the east side of the Santa Ana River back to E. Riverdale Ave.

Initials_____

AGENDA ITEM BACKUP SHEET
July 23, 2013

Board Meeting

TITLE: **Approval of Third Assessment Child Outcomes and School Readiness Action Plan for 2013-14 Program Year**

ITEM: **Consent**

SUBMITTED BY: **Michelle Rodriguez, Ed.D., Chief Academic Officer**

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the Third Assessment Child Outcomes and School Readiness Action Plan conducted in the 2012-13 program year. The Head Start program must comply with the Federal Regulations, Performance Standards, and the Head Start Action Section 641A (g) (2) (A) which require that each Head Start program establish program goals for improving the school readiness of participating children.

In addition to developing goals, Head Start programs must develop an action plan after each assessment period based on data from the Desired Results Developmental Profiles-Preschool Assessment to ensure children are kindergarten ready.

RATIONALE:

Head Start students are assessed three times during the program year to determine their needs in the areas of language literacy, math, science, creative arts, and social emotional skills. Results of the assessment are used to guide the development of a Child Outcomes and School Readiness Action Plan, which will inform Head Start staff as to their work in ensuring that all students are prepared and ready to enter kindergarten. Approval of the Third Assessment Child Outcomes and School Readiness Action Plan will help prepare the District Head Start program for the 2013-14 program year.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the Third Assessment Child Outcomes and School Readiness Action Plan for the 2013-14 program year.

MR:CE:sz



Head Start School Readiness Goals Action Plan 2013-14

Domain/Goal	Action Plan	Person(s) Responsible	Completion Target Date	Validation of Completion (Date)
<p>Overall Goal</p> <p>Children transitioning to kindergarten from the Santa Ana Unified School District Head Start programs will be able to demonstrate abilities and knowledge as stated in the expectations described in the California Department of Education Preschool Foundations at 60 months. These are aligned with the Head Start Child Development Early Learning Framework. Below are specific goals for program improvement for school readiness in the areas described: Social Emotional Development, Language and Literacy, Physical Development and Health and Approaches to Learning.</p>	<ul style="list-style-type: none"> • The Desired Results Developmental Profile (DRDP) Assessment will be completed three times per year. • Parents and teachers will develop school readiness goals • The High Scope Curriculum addresses all 11 Domains in the Head Start Child Development Early Learning Framework on a weekly basis according to assessments and observations of children in their assigned class • Lesson plans will be developed weekly to address the framework 	<p>Paul Salazar, Assistant Coordinator Education and Disabilities</p> <p>Teachers</p> <p>Lead Teachers</p>	<p>At the end of each assessment period</p> <p>Ongoing</p>	<ul style="list-style-type: none"> • An Individual School Readiness Goal Form will be completed with the parent with home activities to support development in the goal areas. Parents will complete the Home Activity Reports weekly • Assistant Coordinator of Education and Disabilities will review Lesson Plans and observe classrooms weekly to ensure the curriculum is being implemented appropriately • Assessment and training and technical assistance will be provided to the staff

Domain/Goal	Action Plan	Person(s) Responsible	Completion Target Date	Validation of Completion (Date)
<p>Social Emotional Development</p> <p>Children will be able to negotiate with each other, seeking adult assistance when needed, and increasingly use words to respond to conflict. (California Preschool Foundations – 2.0 Interactions with Peers – 2.3 at 60 months)</p>	<ul style="list-style-type: none"> Conflict Resolution cards will be utilized in the classrooms to encourage problem solving and conflict resolution. Teachers will facilitate the process with students 	<p>Paul Salazar, Assistant Coordinator Education and Disabilities</p>	<p>October 30, 2013</p> <p>Ongoing</p>	<ul style="list-style-type: none"> Measured with the DRDP-PS Measures #11 Conflict Negotiation. An increased in scores Measured with CLASS with an average score across all observed of 5 in the Emotional Support Minimum of 1 class per center will be observed and scored
<p>Language and Literacy</p> <p>Children will be able to orally blend and delete words and syllables without the support of pictures or objects. (Ca. Learning Found Vol1. Phonemic Awareness 2.1) Children will be able to begin to recognize that letters have corresponding sounds. (Ca. Learning Found. Vol 1. Alpha and Work/Print Recog. 3.3)</p>	<ul style="list-style-type: none"> Each week teaching staff will implement the appropriate lessons on phonemic awareness during Literacy Time on the daily schedule Each week the focus of 10 Minute Read program will be phonemic awareness 	<p>Teaching Staff</p> <p>Paul Salazar, Assistant Coordinator Education and Disabilities</p>	<p>December 21, 2013</p> <p>Ongoing</p>	<ul style="list-style-type: none"> DRDP-PS Measure #20 and #21 will score and aggregate average score of 3 Assistant Coordinator of Education and Disabilities and lead teachers will review lesson plans and ensure implementation of curriculum activities
<p>Physical Development</p> <p>Children will receive a dental exam prior to entry into kindergarten.</p>	<ul style="list-style-type: none"> Health staff will identify children that need dental services to ensure each child receives a dental exam Parent will be encouraged to complete dental exams prior to enrollment in the Head Start Program Children/parents will participate in Smile Day activities to include oral hygiene, dental screenings, dental referrals, and parent education 	<p>Health Consultant</p>	<p>December 30, 2013</p> <p>Ongoing</p>	<ul style="list-style-type: none"> Child Plus Reports Monthly Progress Reports Child File Review

Domain/Goal	Action Plan	Person(s) Responsible	Completion Target Date	Validation of Completion (Date)
<p>Approaches to Learning</p> <p>Children will be able to persist in mastering and understanding a self-selected activity even if challenging or difficult.</p>	<ul style="list-style-type: none"> • At the beginning of the year teachers will engage children in activities that will require that children stay on task for small increments of time and will gradually increase time to 15 minutes within the daily routine • To encourage children to be persistent in completing a task with assistance from teaching staff 	Teaching Staff	<p>September 30, 2013</p> <p>Ongoing</p>	<ul style="list-style-type: none"> • Children will average a 3 in measure 31 of the DRDP-PS • Teachers will improve average aggregate scores in the CLASS Instructional Support by 1 level

AGENDA ITEM BACKUP SHEET
July 23, 2013

Board Meeting

TITLE: Approval of Agreement with Intel-Assess, Inc., for Development and Creation of Assessments for 2013-14 School Year

ITEM: Consent

SUBMITTED BY: Michelle Rodriguez, Ed.D., Chief Academic Officer

PREPARED BY: Michelle Rodriguez, Ed.D., Chief Academic Officer

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of a one-year agreement with Intel-Assess, Inc., for the development and creation of assessments aligned to the Common Core State Standards (CCSS). All public school districts in the State of California are required to monitor student achievement utilizing frequently administered standards-based assessments in language arts and mathematics. The District has used Intel-Assess, Inc., for the past four years.

RATIONALE:

Intel-Assess, Inc., has expertise in the development of assessments that include question items that accurately reflect student performance expectations as measured on both California Standards Tests (CST) and the upcoming Smarter Balanced Assessments. The product is unique in that all questions created by the company are developed in alignment with either the California Curriculum Standards or the CCSS. Each assessment includes a unique item analysis that provides teachers with information on whether answers are correct or incorrect. Intel-Assess was selected due to its specialized psychometrical knowledge on assessment creation. They also provide reliable and valid assessments that highly correlate to high stakes standardized tests results inform and drive instructional strategies that are used by all language arts and mathematics teachers in grades 2 through 12, and science and social science teachers in grades 6 through 12. For the 2013-14 school year, staff will be working with Intel-Assess staff in the development of benchmark assessments to align to the CCSS.

FUNDING:

Title I: \$219,900

RECOMMENDATION:

Approve the agreement with Intel-Assess, Inc., for the development and creation of assessments for the 2013-14 school year.

MR:ez

AGENDA ITEM BACKUP SHEET
July 23, 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 – School-Sponsored Trips and Administrative Regulation (AR) 6153.1 – Extended School-Sponsored Trips.

SANTA ANA UNIFIED SCHOOL DISTRICT - EXTENDED FIELD TRIPS
RECOMMENDED FOR APPROVAL - July 23, 2013

Date:	Schools/Location:	Funding and Cost:	Student(s):	Staff and Chaperone:
August 10-17, 2013 (Saturday-Saturday)	Valley High School Boys' and Girls' Cross Country Team Summer Training Camp Mammoth Lakes	\$500 per student(s) (cost paid by ASB)	28	7
August 11-18, 2013 (Sunday-Sunday)	Godinez Fundamental High School Cross Country Team Idyllwild Park Cross Country Camp Idyllwild	\$150 per student(s) (cost paid by ASB and any remaining cost by student(s))	35	5
August 12-16, 2013 (Monday-Friday)	Santa Ana High School Track and Field Team Lake Arrowhead Ranch Summer Running Camp Lake Arrowhead	\$250 per student(s) (cost paid by ASB)	25	2
August 13-16, 2013 (Tuesday-Friday)	Godinez Fundamental, Santa Ana, Segerstrom, and Valley High Schools ASB Students' Annual Orange County Leadership Conference UC Santa Barbara Santa Barbara	\$300 per student (s) (cost paid by ASB and general fund and any remaining cost by student(s))	126	10
April 6-10, 2014 (Sunday-Thursday)	Santiago Elementary Eighth Grade Student Tour Washington D.C. & New York	\$1,535 per student(s) (cost paid by ASB)	48	4

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

AGENDA ITEM BACKUP SHEET
July 23, 2013

Board Meeting

TITLE: **Approval of Language Revision to Physical Education Course of Study 1 and 2**

ITEM: **Consent**

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 approval for the language revision in the Physical Education Course of Study 1 and 2.

RATIONALE:

At its March 26, 2013 meeting, the Board approved and adopted the revised BP and AR 6142.7 – Physical Education and Activity 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:

- The physical education course of study must include an emphasis upon those physical activities that may be “conducive to health and vigor of body and mind.”
- A course of study in physical education for grades nine through twelve that includes instruction in eight areas over the span of the PE classes offered as part of the school’s course of study.

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:

Approve the language revision to the Physical Education Course of Study 1 and 2.

Board Meeting July 23, 2013

Revisions needed per the Education Code Section 51220(d) which specifies that the physical education courses of study must include, over a period of two years, eight specific components: **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.**

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 process to revise the Course of Study 1 and 2 began in March 2013.

	Title	Summary of Changes
Physical Education	Course of Study 1	<p>Title: Physical Education Course of Study 1</p> <p>Per Education Code Section 51220(d) which specifies that the physical education courses of study must include an emphasis upon those physical activities that may be “conducive to health and vigor of body and mind,” and Education Code 33352 which requires the California Department of Education (CDE) to monitor a district’s compliance in Physical Education as part of the Federal Program Monitoring (FPM) process.</p> <p>Course of Study 1 introduces 9th graders to the high school physical education experience and develops student’s knowledge, skills and values, which support student health literacy, wellness, efficient and expressive movement, self-discovery and pro-social competence.</p> <p>In addition, per the California Code of Regulations, Title 5 (5 CCR), Section 10060 requires criteria that provides for instruction in a developmental sequence in each of the following areas:</p> <ul style="list-style-type: none"> 1) effects of physical activity upon dynamic health; 2) mechanics of body movement; 3) aquatics; 4) n/a

		<ul style="list-style-type: none"> 5) individual and dual sports; 6) rhythms and dance; 7) team sports and; 8) n/a
Physical Education	Course of Study 2	<p>Title: Physical Education Course of Study 2</p> <p>Course of Study 2 allows students to extend the high school physical education experience and expand student content knowledge, motor skill and aesthetic value of movement , which supports student health literacy, wellness, efficient and expressive movement, self-discovery and pro-social competence. In addition, per the California Code of Regulations, Title 5 (5 CCR), Section 10060 requires criteria that provides for instruction in a developmental sequence in each of the following areas:</p> <ul style="list-style-type: none"> 1) effects of physical activity upon dynamic health; 2) mechanics of body movement; 3) n/a 4) gymnastics and tumbling; 5) individual and dual sports; 6) n/a 7) team sports; 8) combatives.

AGENDA ITEM BACKUP SHEET
July 23, 2013

Board Meeting

TITLE: **Ratification of Payment and Reimbursement of Costs Incurred for Designated Instructional Services for Students with Disabilities for 2012-13 and 2013-14 School Years**

ITEM: **Consent**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board ratification of payment and reimbursement of costs incurred for designated instructional services for students with disabilities.

RATIONALE:

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

FUNDING:

Special Education: Not to Exceed \$8,295

RECOMMENDATION:

Ratify the payment and reimbursement of costs incurred for designated instructional services for students with disabilities for the 2012-13 and 2013-14 school years.

Reimbursement of Costs Incurred for Designated Instructional Services for Students with Disabilities for 2012-13 and 2013-14 School Years

Board Meeting: July 23, 2013

Student ID#	2013-14 Amount	Expenditure	Parent of:
326331	\$3,000	Mileage	326331

Student ID#	2012-13 Amount	Expenditure	Parent of:
346957	\$5,295	Mental Health Services	346957

AGENDA ITEM BACKUP SHEET
July 23, 2013

Board Meeting

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

ITEM: **Consent**

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

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

BACKGROUND INFORMATION:

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

RATIONALE:

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

FUNDING:

Special Education: Not to exceed \$213

RECOMMENDATION:

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

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

Board Meeting: July 23, 2013

Student ID#	2012-13 Amount	Master Contract and Individual Service Agreement for Nonpublic School/Agency
183897	\$213	Therapeutic Education Center

AGENDA ITEM BACKUP SHEET
July 23, 2013

Board Meeting

TITLE: Approval of Agreement with Kern County Superintendent of Schools to Evaluate AmeriCorps Program for 2013-14 School Year

ITEM: Consent

SUBMITTED BY: Doreen Lohnes, Assistant Superintendent, Support Services

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to enter into an agreement with the Kern County Superintendent of Schools to share student information data and support AmeriCorps volunteers at District sites.

Through the Santa Ana Building Healthy Communities Program and funding received by Kidworks from the California Endowment, AmeriCorps volunteers will serve at Saddleback, Valley, and Loren Griset high schools. Kidworks, through their grant, have a partnership with the Kern County Office of Education for the purpose of evaluating the AmeriCorps program outcomes.

RATIONALE:

The Kern County Office of Education is requesting an agreement with the District to share student information data for those students working with the AmeriCorps volunteers in order to complete the evaluation. The purpose of the data-sharing activity is to measure the effectiveness of a consistent one-on-one or small group mentor relationship on student behavior, attendance, and academics. Data will be analyzed using matching student data. The following data will be shared:

- State student identification number
- Student gender and ethnicity
- School identification number
- Grade level
- Enrollment and attendance - excused and unexcused
- Suspensions/number of days
- Discipline referrals, expulsions, and other disciplinary actions
- CST performance level

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the agreement with Kern County Superintendent of Schools to evaluate AmeriCorps Program for the 2013-14 school year.

CUSTOMER # 600

KCSOS Agt # 14-246

**OFFICE OF CHRISTINE LIZARDI FRAZIER
KERN COUNTY SUPERINTENDENT OF SCHOOLS**
Advocates for Children
**BUILDING HEALTHY COMMUNITIES / BUILDING HEALTHY YOUTH
AMERICORPS PROGRAM
(KCSOS-BHC/BHY)**

*Service Site Placement Agreement
Between Kern County Superintendent of Schools and
Santa Ana Unified School District.*

Service Site: Saddleback High School, Valley High School, Century High School, and Lorin Griset Academy

The parties hereby enter into this Agreement for the purpose of placing AmeriCorps Members to serve as mentors to students in Santa Ana Unified Schools.

A. Responsibilities of AmeriCorps Member ("ACM") at site

1. Beginning September 3, 2013 and ending July 18, 2014, KCSOS will assign one or more ACM's to mentor students/youth at the service site, as described in Attachment A.
2. Work at site during the days and times in accordance with the schedule developed by the ACM's Site Supervisor and Local Facilitator, except for the following:
 - a) to attend training sessions as scheduled.
 - b) to attend occasional AmeriCorps community strengthening activities as scheduled.
3. ACM may attend staff meetings and professional development in-service activities.
4. Sign in and out each day on a sign-in sheet provided by KCSOS-BHC/BHY.
5. Notify Site Supervisor and Local Facilitator at least two weeks in advance about any planned absences, tardiness, AmeriCorps team meetings, training sessions, or other activities off site. Notify Site Supervisor and Local Facilitator as far in advance as possible about any unplanned absence.
6. Comply with policies and procedures of the service site agency and KCSOS-BHC/BHY.

B. Limitations/Restrictions on Work of AmeriCorps Member

1. ACMs are to serve as mentors and provide added value to current programs. They cannot be used as general agency support, e.g., clerical duties, teacher aides, classroom teachers, yard duty aides, test proctors, field trip chaperones

(unless accompanying their mentees), etc. ACMs cannot replace other staff members.

2. ACMs cannot make home visits without being accompanied by a staff member.
3. ACMs cannot transport students, except with express written permission of service site agency and in accordance with agency's policies and procedures.
4. ACMs cannot spend unsupervised time with youth, unless authorized in advance by Site Supervisor and with agreement of Local Facilitator.
5. ACM cannot engage in any of the following prohibited activities:
 - a. Attempting to influence legislation.
 - b. Organizing or engaging in protests, petitions, boycotts, or strikes.
 - c. Assisting, promoting or deterring union organizing.
 - d. Impairing existing contracts for services or collective bargaining agreements.
 - e. Engaging in partisan political or other activities designed to influence the outcome of an election to any public office.
 - f. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials.
 - g. Engaging in religious instruction; conducting worship services; providing instruction as part of a program that includes mandatory religious instruction or worship; constructing or operating facilities devoted to religious instruction or worship; maintaining facilities primarily or inherently devoted to religious instruction or worship; or engaging in any form of religious proselytization.
 - h. Providing abortion services or referrals or receipt of such services.
 - i. Providing a direct benefit to:
 - i. A for-profit entity;
 - ii. A labor union;
 - iii. A partisan political organization; or
 - iv. An organization engaged in the religious activities described in the preceding sub-clause, unless Grant funds are not used to support the religious activities;
 - v. A nonprofit entity that fails to comply with the restrictions contained in section 501(c)(3) of U.S. Code Title 26;
 - vi. Assisting with voter registration drives.
 - j. Such other activities as the Corporation for National and Community Service may prohibit.

C. Responsibilities of Service Site Administrator

1. Assign a Site Supervisor to provide support to ACM(s), as described in Section D.
2. The Service Site Administrator shall certify that the Site Supervisor has received criminal records background records clearances through the FBI, California Department of Justice, and the National Sex Offender Public Registry. The Service Site Administrator shall contract with the Department of Justice for

“subsequent arrest service” and shall immediately inform KCSOS if the Site Supervisor has been subsequently charged with a felony defined in Education Code section 45122.1, pending resolution of the criminal charge. Each party shall indemnify, hold harmless, and defend the other party from any and all damages, claims, lawsuits, penalties, or causes of action arising out of said party’s failure to comply with this section.

3. The Santa Ana Unified School District hereby agrees to defend and indemnify the Kern County Superintendent of Schools, its agents, officers and employees (hereinafter collectively referred to in this paragraph as Kern County Superintendent of Schools) from any claim, action or proceeding against Kern County Superintendent of Schools, arising out of the acts or omissions of Santa Ana Unified School District in the performance of this Agreement. At its sole discretion, Kern County Superintendent of Schools may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve Santa Ana Unified School District of any obligation imposed by this Agreement. Kern County Superintendent of Schools shall notify Santa Ana Unified School District promptly of any claim, action or proceeding and cooperate fully in the defense.
4. Provide KCSOS-BHC/BHY required student data for the purposes of program evaluation, as described in Attachment B.
5. Provide an account of Service Site’s in-kind contributions on a quarterly basis.

D. *Responsibilities of Service Site Supervisor*

1. Support ACM by:
 - a. introducing ACM to service site staff and explaining roles of ACM;
 - b. providing an appropriate work place, such as a small office space or section of a room;
 - c. ensuring that ACM is working with individual or small groups of no more than three youth at one time;
 - d. including the ACM in professional development inservice activities when appropriate and providing other relevant training to support ACM personal and professional development;
 - e. providing basic materials which ACM needs to mentor youth (curriculum, books, paper, scissors, stapler, etc.);
 - f. allowing ACM to have access to photocopy services for AmeriCorps forms and materials needed for mentoring;
 - g. providing daily time periods for ACM to complete documentation of mentoring activities and consult with site staff;
 - h. providing for a computer and Internet access for ACM to submit documentation online;
 - i. providing a briefing and relevant materials regarding service site policies, procedures, safety issues, dress codes and emergency plans;
 - j. providing a minimum of thirty minutes for lunch if ACM works in excess of six hours in a day, and fifteen minutes in the morning and afternoon for breaks.

2. Place ACM's monthly sign-in sheet in a location near the Site Supervisor or appropriate staff.
3. Assign ACM youth who meet the criteria for targeted youth, as described in Attachment A.
4. Contact parents of targeted youth to obtain required permission and ensure startup of services by September 13, 2013.
5. Supervise service of ACM at service site.
6. Meet with ACM to provide support and resolve any problems.
7. Structure service assignments to allow ACM to attend AmeriCorps training sessions.
8. Meet periodically with the Program Staff-or Local Facilitator at site to discuss ACM's job performance and training needs.
9. Report rules violations or performance issues on an incident report form provided by KCSOS-BHC/BHY and submit to the Local Facilitator within one week of said incident.
10. Formally evaluate ACMs three times a year using form provided by Program.
11. Verify ACM's sign-in sheet and hours of service at site and sign online time sheets weekly.
12. Monitor ACM's schedule to ensure documentation of mentee activities, including permission forms, mentee roster, weekly contact logs, and youth surveys, are submitted.
13. Participate in focus groups or other activities necessary to evaluate effectiveness of KCSOS-BHC/BHY Program.
14. Account for site's in-kind contributions to program, e.g., administrative time, office supplies, workspace. Such in-kind reports and time sheets, and other supporting documentation, are to be submitted quarterly to the AmeriCorps Program Supervisor.

E. *Responsibilities of KCSOS-BHC/BHY Program*

1. Assist in recruitment and selection of ACMs with appropriate job skills for placement at Saddleback High School, Valley High School, Century High School, and Lorin Griset Academy.

2. Fingerprint ACM and ensure compliance with all requirements of Education Code 45125.1 concerning fingerprinting of school employees and Corporation for National Service requirements, including criminal records background clearances from the FBI, California Department of Justice, National Sex Offender Public Registry, and, for residents of states outside of California, the appropriate state agency.
3. Verify that ACM has current TB clearance prior to placement at service site.
4. Employ ACM and provide living allowance, workers compensation benefits, health benefits, reimbursement of allowable travel expenses, and uniforms, and arrange for child care benefits for eligible ACMs. At successful program completion, make arrangements for ACM to receive education award.
5. In consultation with the BHC/BHY Local Facilitator, provide sufficient training to ACMs so that they can effectively mentor youth.
6. In consultation with Local Facilitator, provide training to ACMs in community strengthening and volunteer recruitment skills.
7. Coordinate with site supervisor and Local Facilitator to resolve any issues relating to ACM's service performance.
8. Coordinate with ACM, Local Facilitator, and site to schedule ACM's hours so that he or she completes the required hours of service.
9. Maintain confidentiality of all student records data in accordance with provisions of Attachment B.
10. The Kern County Superintendent of Schools hereby agrees to defend and indemnify the Santa Ana Unified School District, its agents, officers and employees (hereinafter collectively referred to in this paragraph as District), from any claim, action or proceeding against District, arising out of the acts or omissions of Kern County Superintendent of Schools in the performance of this Agreement. At its sole discretion, District may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve Kern County Superintendent of Schools of any obligation imposed by this Agreement. District shall notify Kern County Superintendent of Schools promptly of any claim, action or proceeding and cooperate fully in the defense.

F. *Insurance Requirements*

1. Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than A-VII in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate; (2)

commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required by state law.

2. Each party's policy(ies) shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in a party's coverage, that party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy.


G. Conditions

1. This Agreement is conditional on notification of continued funding by the Corporation for National and Community Service.

Santa Ana Unified School District
Service Site Administrative Agency

CHRISTINE LIZARDI FRAZIER
KERN COUNTY SUPERINTENDENT OF SCHOOLS

By _____
Print Name:
Title:
Address: 1601 E. Chestnut Ave.
Santa Ana, CA 92701-6322

By  _____
Signatory Name: Kim A. Sloan, CPA
Title: Internal Financial Operations Officer
Address: 1300 17th Street, Bakersfield, CA 93301
Account Code: 01-768

Date: _____

Date: 6/18/13

Service Site Placement Agreement Attachment A

Mentor Assignment

ACM will serve daily at the following service sites:

6-11 ft (ft/ht) ACM(s) at Saddleback High School, Valley High School, Century High School, and Lorin Griest Academy from 8:00 a.m. to 5:00 p.m.

(ft/ht) ACM(s) at	from	to
(ft/ht) ACM(s) at	from	to
(ft/ht) ACM(s) at	from	to
(ft/ht) ACM(s) at	from	to
(ft/ht) ACM(s) at	from	to
(ft/ht) ACM(s) at	from	to

Each full-time ACM shall mentor 20 youth and each half-time ACM shall mentor 12 youth. If an ACM is assigned to more than one service site or service site agency, Local Facilitator will consult with Supervisors at all affected sites to ensure ACM does not exceed maximum caseload.

Targeted youth shall meet the following criteria:

- Youth who meet a minimum of one of the following Corporation for National & Community Service's "disadvantaged" criteria,
 - Out-of-school youth
 - In or aging out of foster care
 - Limited English proficiency
 - Homeless or runaway
 - At-risk to leave school without a diploma
 - Former juvenile offenders or at risk of delinquency
 - Individuals with disabilities

- And be economically disadvantaged (eligible for free or reduced lunch)

- And have received at least one disciplinary action in the previous academic year

Attachment B
Sharing of Mentee School Record Data for Program Evaluation

Santa Ana Unified School District agrees to share school record data of its students being mentored, either on campus or at an approved contracted community-based organization, with KCSOS-BHC/BHY and its contracted evaluator, Transforming Local Communities, for the purposes of evaluating AmeriCorps program outcomes.

1. PURPOSE OF THE DATA SHARING

The purpose of the data sharing activity is to measure the effectiveness of a consistent one-on-one or small group mentor relationship on student behavior, attendance, and academics. Data will be analyzed using matching student data.

Federal Regulation 45 CFR XXV; 2010 AmeriCorps Grant Provisions IV. I. requires AmeriCorps grantees to report progress on National Performance Measures Pilot to the Corporation for National and Community Service

2. SHARING OF DATA

Santa Ana Unified School District agrees to the following:

- a) Share data as outlined in Figure 1.
- b) Provide data two times a year (after the first semester, and upon completion of the school year).
- c) Provide data to KCSOS-BHC/BHY and/or its contracted evaluator, on a portable storage device or a file transferred through a secure web portal.

Figure 1

Field	Description
State Student ID number	State Student ID number
Student Name	student's full name
School ID	name of school student attends in 2013-2014
Grade level	student grade level in 2013-2014 school year
Gender	student gender
Ethnicity	student ethnicity
enrollment	actual number of school days student was enrolled (1) first semester of the 2012-2013 school year (2) second semester of the 2012-2013 school year (3) first semester of the 2013-2014 school year (4) second semester of the 2013-2014 school year
attendance	actual number of school days student attended (1) first semester of the 2012-2013 school year (2) second semester of the 2012-2013 school year (3) first semester of the 2013-2014 school year (4) second semester of the 2013-2014 school year
unexcused absences	total number of school days student had unexcused absences (1) first semester of the 2012-2013 school year (2) second semester of the 2012-2013 school year (3) first semester of the 2013-2014 school year (4) second semester of the 2013-2014 school year

excused absences	total number of school days student had excused absences between: (1) first semester of the 2012-2013 school year (2) second semester of the 2012-2013 school year (3) first semester of the 2013-2014 school year (4) second semester of the 2013-2014 school year
suspensions	total number of suspensions (1) first semester of the 2012-2013 school year (2) second semester of the 2012-2013 school year (3) first semester of the 2013-2014 school year (4) second semester of the 2013-2014 school year
suspension days	total number of days suspended : (1) first semester of the 2012-2013 school year (2) second semester of the 2012-2013 school year (3) first semester of the 2013-2014 school year (4) second semester of the 2013-2014 school year
violence suspensions	total number of violence-related suspensions (1) first semester of the 2012-2013 school year (2) second semester of the 2012-2013 school year (3) first semester of the 2013-2014 school year (4) second semester of the 2013-2014 school year [ed codes: 48900 (a1), (a2), (b), (n), (o)]
violence suspension days	total number of days suspended for violence-related behavior (1) first semester of the 2012-2013 school year (2) second semester of the 2012-2013 school year (3) first semester of the 2013-2014 school year (4) second semester of the 2013-2014 school year [ed codes: 48900 (a1), (a2), (b), (n), (o)]
disciplinary referrals	total number of disciplinary referrals : (1) first semester of the 2012-2013 school year (2) second semester of the 2012-2013 school year (3) first semester of the 2013-2014 school year (4) second semester of the 2013-2014 school year
expulsions	total number of expulsions (1) first semester of the 2012-2013 school year (2) second semester of the 2012-2013 school year (3) first semester of the 2013-2014 school year (4) second semester of the 2013-2014 school year
Other disciplinary actions (any other type of disciplinary action documented in the school database, such as on campus suspensions or detention)	total number of other disciplinary actions : (1) first semester of the 2012-2013 school year (2) second semester of the 2012-2013 school year (3) first semester of the 2013-2014 school year (4) second semester of the 2013-2014 school year
CST performance level	Math and English CST performance level for (1) 2012-2013 school year (2) 2013-2014 school year (when available)

3. CONFIDENTIALITY

KCSOS-BHC/BHY understands the risk in sharing student data and agrees to adhere to the following procedures to ensure data is properly collected and confidentiality maintained:

- a) Collect active consent waiver pursuant to Family Education Rights and Privacy Act (20 U.S.C. § 1232g) and California Education Code 49075, authorizing to obtain disclosure of privacy protected information including state student identification number, name, school, school identification number, gender, ethnicity, school lunch status, attendance data, pupil discipline record, and standardized test scores for the purpose of evaluating the effectiveness of the mentoring program on academic and behavioral performance. Provide a copy of each signed consent waiver to the Santa Ana Unified School District prior to the disclosure of any information described herein. The consent waiver shall include (1) the purposes for which the data will be exclusively used, and (2) assurance that agreement or refusal to consent to the sharing of data will not affect the student's eligibility for free or reduced-price meals, if applicable.
- b) Request data only for students with active written consent on file, signed by the parents, or by the student if the student is age 18 or older.
- c) Collect electronic data through a secure web portal or portable storage device.
- d) When possible, use only state identification numbers to identify student data.
- e) Ensure confidentiality and protect identity of parents and students. Student names will not appear in reports or other information documents. Data will be reported in the aggregate.
- f) Use student data only to evaluate the effectiveness of the BHC/BHY AmeriCorps program.
- g) Prevent further disclosure of student data to any other individual, organization, or agency that is not reflected in the written consent waiver.
- h) Acknowledge the penalties for unauthorized disclosure of student eligibility under the National School Lunch Program pursuant to 7C.F.R. 226.23(n): In accordance with section 9(b)(6)(C) of the Richard B. Russell National School Lunch Act (42 U.S.C. 1758(b)(6)(C)), any individual who publishes, divulges, discloses or makes known in any manner, or to any extent not authorized by statute or this section, any information obtained under this section will be fined not more than \$1,000 or imprisoned for up to 1 year, or both.
- i) Destroy all individual student records when no longer needed for audit, evaluation, and enforcement of federal legal requirements.

4. AUTHORITY TO SHARE DATA

California Education Code 49075 explains a) A school district may permit access to pupil records to any person for whom a parent of the pupil (or the pupil if age 18 or over) has executed written consent specifying the records to be released and identifying the party or class of parties to whom the records may be released. The recipient must be notified that the transmission of the information to others without the written consent of the parent is prohibited. The consent notice shall be permanently kept with the record file.

Information shall only be used in compliance with California Education Code 49074, i.e., statistical information from which no pupil can be identified may be provided to a public agency or entity or educational research and development organization when such actions are in the best educational interests of pupils.

5. **MANNER OF COLLECTION**

Santa Ana Unified School District shall designate an individual to provide information detailed in this agreement. KCSOS-BHC/BHY and its contracted program evaluator shall designate an individual to collect information. Such individual shall, prior to providing any student data, review the signed consent waiver for the individual student for compliance with this agreement and ensure a copy of such consent waiver is maintained with the student's educational records.

6. **ACCURACY AND SECURITY OF THE INFORMATION**

Data will be password-protected on all electronic systems. Any hard copy documents with individual student data will be stored in locked file cabinets at the offices of KCSOS-BHC/BHY or its evaluator. Only authorized employees of KCSOS-BHC/BHY or its evaluator will have access to individual student data. Data will only be shared through transferrable storage devices or secure web portal.

7. **DURATION OF DATA SHARING AND RETENTION OF PUPIL RECORDS**

In compliance with Federal Regulation AmeriCorps 2541.420 b. 1. And 3. C., the information collected for the purposes of this Agreement shall be retained in a secure location until December 31, 2017.

8. **TERMINATION OF DATA SHARING ACTIVITY**

In the event of the early termination of this Agreement, the data information shared under this Agreement shall be returned to the disclosing party, or disposed of by [deleting from all electronic storage, destroying all transferrable storage devices, and/or shredding hardcopy files]. Each party shall send a letter to the other confirming that the disposal has been done in the agreed manner.

AGENDA ITEM BACKUP SHEET
July 23, 2013

Board Meeting

TITLE: Approval of Amended Memorandum of Understanding with Kids Vision for Life - Orange County

ITEM: Consent

SUBMITTED BY: Doreen Lohnes, Assistant Superintendent, Support Services

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of an amended Memorandum of Understanding (MOU) with Kids Vision for Life – Orange County (KVFLOC) under the Essilor Vision Foundation (EVF). The Board approved an original MOU on March 12, 2013 that included the Southern California College of Optometry as a responsible partner under the Scope of Work portion of the MOU. The only amended portion to this July 23, 2013 MOU, in addition to the change of implementation data, is that which eliminates the Southern California College of Optometry as, at their request, staff will bring forward a separate MOU with the Southern California College of Optometry in the near future.

Over 5,100 students from Jackson Elementary and other surrounding schools will have the opportunity to receive vision screenings and other health-related services through vision and health clinics coordinated between the District and KVFLOC, upon approval of this MOU. The first clinic is scheduled for September 10, 2013 at Jackson Elementary.

RATIONALE:

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

FUNDING:

Not Applicable

RECOMMENDATION:

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

MEMORANDUM OF UNDERSTANDING

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

1. **Term.** This MOU is effective from July 24, 2013, to July 24, 2014. It will then automatically renew from July 24, 2014 for an additional one-year period, unless a party notifies the other party in writing before July 24 of its intent not to renew. Additionally, either party may terminate this MOU at any time with 30 days’ written notice of termination to the other party.
2. **Services.** The services to be rendered by Provider (“Services”) are described in the Scope of Work attached to this MOU and incorporated by this reference as though fully set forth. Provider will render the Services to students who are enrolled in District schools or programs (“Students”), who have requested and been given permission to receive the Services, on dates and at times to be mutually agreed upon by Provider and District.
3. **Qualifications.** Provider represents that the individuals and teams, as applicable, providing the Services are qualified to do so.
 - a. All personnel assigned by Provider to deliver Services hereunder shall be appropriately licensed, credentialed, certified, or otherwise entitled by law to provide such Services to public school students in the state of California.
 - b. Provider will furnish to the District the names of the individuals and, upon request, copies of their certifications or licenses.
 - c. Provider further represents that all personnel involved in delivering the Services are under the appropriate supervision of one or more licensed individuals, as required by applicable law.
 - d. Provider further represents that all employees or contractors providing Services under this MOU have signed statements indicating their understanding of and compliance with child abuse and neglect reporting requirements and patient confidentiality under applicable law.
 - e. Provider shall ensure that all employees or contractors who will have contact with Students have submitted to a volunteer clearance through Santa Ana School police and follow volunteer protocols and procedures per SAUSD.
 - f. Provider further represents it has developed and implemented a quality control system to ensure the Services meet or exceed the standard of care in the community.

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

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

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

PROVIDER:

DISTRICT:

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

By: _____

By: _____

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

Dated: _____

Dated: _____

Scope of Work

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

DLohnes:HC:MOU/KVFLOC
7/4/13

<p><i>Heidi Cisneros, Executive Director</i> <i>Diane Rey, Program Specialist Health Services</i></p> <p>Health Services, Pupil Support Services (PSS) Santa Ana Unified School District (SAUSD)</p>	<ul style="list-style-type: none"> • SAUSD will provide liaison between targeted school sites and KVFLOC-EVF to facilitate communication and implementation • Shall collaborate with KVFLOC-EVF to schedule dates, locations and determine targeted school sites for vision and health clinics • Shall provide appropriate designated spaces needed to provide for vision and health clinics • Shall provide parking spaces for mobile vans and other components of vision and health clinics • Shall coordinate distribution of permission slips in appropriate languages to parents at targeted sites • Shall ensure the maximum number of students requested by KVFLOC-EVF have the opportunity to receive services in each clinic • Shall cover the costs of volunteer clearances
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AGENDA ITEM BACKUP SHEET
July 23, 2013

Board Meeting

TITLE: Ratification of Agreement with Orange County Superintendent of Schools, Region 9 Local Educational Consortium for Administration of Medi-Cal Administrative Activities

ITEM: Consent

SUBMITTED BY: Doreen Lohnes, Assistant Superintendent, Support Services

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board ratification of the agreement with the Orange County Superintendent of Schools, Region 9 Local Educational Consortium for Administration of Medi-Cal Administrative Activities (MAA) program as described in the California Welfare and Institution Code, Section 14132.47 (c) (1). The term of this contract is one year commencing July 1, 2013 and ending on June 30, 2014, subject to termination as set forth in this agreement.

RATIONALE:

To continue participation in claiming funds through MAA, the District must work with the Orange County Superintendent of Schools, Region 9 Local Education Consortium (LEC) to facilitate communication and payment of funds through the State. This is a continuation of a previous contract with the LEC. MAA funds support a 0.65FTE nurse, one Medi-Cal Project Technician, and approximately \$1,100,000 is due to the general fund.

FUNDING:

Fees to OCDE are 4.5% of the quarterly MAA claim, estimated at an annual cost of \$93,150 for the 2013-14 school year.

RECOMMENDATION:

Ratify the agreement with the Orange County Superintendent of Schools, Region 9 Local Educational Consortium for Administration of Medi-Cal Administrative Activities.

SANTA ANA UNIFIED SCHOOL DISTRICT
MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA)
PARTICIPATION AGREEMENT

This AGREEMENT is hereby entered into this 28th day of May, 2013, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, Region 9 Local Educational Consortium (LEC), hereinafter referred to as SUPERINTENDENT, and the Santa Ana Unified School District, 1601 East Chestnut Avenue, Santa Ana, California 92701, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

WITNESSETH:

WHEREAS, SUPERINTENDENT has entered into an Agreement with the California State Department of Health Care Services, hereinafter referred to as STATE, which is incorporated herein by this reference, to serve as the Local Educational Consortium (LEC) for the Region 9 in accordance with the California Welfare and Institutions Code Section 14132.47(c) (1); and

WHEREAS, SUPERINTENDENT has been designated by the STATE to represent school districts and county offices located in Region 9, hereinafter referred to as LEA (Local Education Agency) to administer Medi-Cal Administrative Activities (MAA) as described in the California Welfare and Institutions Code, Section 14132.47(c) (1); and

WHEREAS, the goal of the Medi-Cal Administrative Activities (MAA) Program is to improve the availability and

1 accessibility of Medi-Cal services to Medi-Cal eligible and
2 potentially eligible individuals, and their families where
3 appropriate, served by the SUPERINTENDENT and participating LEA'S;
4 and

5 WHEREAS, DISTRICT is providing Medi-Cal Administrative
6 Activities and wishes to participate in the Medi-Cal Administrative
7 Activities Program.

8 NOW, THEREFORE, the Parties hereby agree as follows:

9 1.0 TERM. The term of this AGREEMENT shall be for a period of one
10 (1) year commencing on July 1, 2013, and ending on June 30, 2014,
11 subject to termination as set forth in this AGREEMENT.

12 2.0 RESPONSIBILITIES OF SUPERINTENDENT.

13 a. Responsibilities of SUPERINTENDENT and DISTRICT will be
14 amended as necessary to comply with all federal, state
15 and SUPERINTENDENT'S program requirements.

16 b. Certify to the STATE the amount of DISTRICT'S general
17 funds or any other funds allowed under federal law and
18 regulation expended on the allowable "Program
19 activities".

20 c. Certify to the STATE the availability and expenditure of
21 one hundred percent (100%) of the non-federal cost of
22 performing Program activities.

23 d. Certify to the STATE that DISTRICT expenditures
24 represent costs that are eligible for federal financial
25 participation for that fiscal year.

e. Act as liaison between STATE and DISTRICT.

- 1 f. Represent DISTRICT'S issues, concerns, and questions at
2 scheduled statewide LEC Advisory Committee meetings and
3 MAA Program work groups.
- 4 g. As mandated by STATE, attend STATE trainings.
- 5 h. Conduct Region 9 LEC DISTRICT MAA Coordinator meetings
6 and trainings.
- 7 i. On behalf of STATE, provide STATE approved training
8 materials and updates to DISTRICT.
- 9 j. On behalf of STATE, provide Program technical
10 assistance.
- 11 k. Review time survey trainings conducted by or for the
12 DISTRICT.
- 13 l. Review DISTRICT'S quarterly time survey forms for
14 accuracy and completeness and request corrections if
15 necessary.
- 16 m. Review DISTRICT'S quarterly invoice documents for
17 accuracy and completeness and request corrections if
18 necessary.
- 19 n. Review corrected documents for compliance with rules and
20 regulations related to time surveys and fiscal reports;
21 work with DISTRICT to resolve any outstanding matters
22 that prevent SUPERINTENDENT'S certification of claim.
- 23 o. Provide DISTRICT with statewide Local Educational
24 Consortium (LEC) Committee MAA LEA Appeals Process
25 information upon request.

- 1 p. Review and submit the detailed quarterly invoice with
2 Claiming Unit Functions Grid to the STATE on behalf of
3 the DISTRICT and convey to the DISTRICT by warrant all
4 funds received on behalf of DISTRICT from the STATE less
5 any amount due the SUPERINTENDENT as defined in Section
6 5.0 of this AGREEMENT. No funds will be conveyed to
7 DISTRICT for invoices that have been disallowed by the
8 STATE.
- 9 q. Monitor compliance of DISTRICT with all Federal, State,
10 and SUPERINTENDENT'S PROGRAM requirements.
- 11 r. Review DISTRICT'S Operational Plan Audit/File at least
12 once every three (3) years.
- 13 s. Designate an employee to act as liaison to DISTRICT
14 regarding issues relating to this AGREEMENT.

15 3.0 RESPONSIBILITIES OF DISTRICT.

- 16 a. Responsibilities of SUPERINTENDENT and DISTRICT will be
17 amended as necessary to comply with all federal, state
18 and SUPERINTENDENT'S program requirements.
- 19 b. Assess MAA claiming potential within the DISTRICT and
20 determine which staff perform MAA activities and will
21 participate in the time survey and what direct charges,
22 if applicable, will be claimed.
- 23 c. Certify to the SUPERINTENDENT and STATE the amount of
24 DISTRICT'S general funds or any other funds allowed
25 under Federal law and regulations expended on the
allowable "Program activities".

- 1 d. Comply fully with all Title XIX Federal, State, and
2 SUPERINTENDENT'S Program requirements.
- 3 e. Certify to SUPERINTENDENT and STATE the availability and
4 expenditure, from allowable non-federal funding sources,
5 of one hundred percent (100%) of the cost of performing
6 Program activities.
- 7 f. Certify to SUPERINTENDENT and STATE expenditures
8 represent costs that are eligible for federal financial
9 participation for that fiscal year.
- 10 g. If subcontracting for Program coordination and training,
11 provide SUPERINTENDENT with a copy of the DISTRICT'S
12 contract with vendor.
- 13 h. Ensure that DISTRICT'S designated MAA Coordinator
14 attends quarterly Region 9 LEC MAA Coordinators
15 trainings and meetings.
- 16 i. Adhere to timelines established by the STATE and
17 SUPERINTENDENT for completion of Program documentation
18 (e.g., Program invoices, time surveys, reports, etc.).
19 Respond in a timely manner to all STATE and
20 SUPERINTENDENT requests for information and
21 documentation.
- 22 j. Respond to SUPERINTENDENT reviews with information and
23 corrected documents upon request.
- 24 k. Work with SUPERINTENDENT to resolve any outstanding
25 matters.

1. Appeal SUPERINTENDENT decision through the statewide Local Educational Consortium (LEC) Advisory Committee MAA LEA Appeals Process if necessary.
- m. Conduct time survey trainings for all DISTRICT survey participants.
- n. Complete time studies, as required by the Centers for Medicare and Medicaid Services (CMS), to determine the amount of paid time spent on Program claimable activities.
- o. Ensure that MAA Time Survey forms are properly administered according to Federal, STATE, and SUPERINTENDENT requirements.
- p. Ensure that Time Surveys needing correction are corrected prior to inclusion in the MAA quarterly invoice.
- q. Provide SUPERINTENDENT with copies of completed quarterly Time Survey forms upon request.
- r. Develop and maintain at the DISTRICT an Operational Plan/Audit File to include at a minimum the following:
- Training materials and original attendance sheets
 - Original Time Survey forms and other Time Survey documentation, including validation of time survey participant attendance for the time survey period
 - Time certification and supporting documentation for direct charge staff
 - Claiming Unit Functions Grids
 - Position Descriptions/Duty Statements
 - Medi-Cal Percentage documentation
 - Invoice documents and supporting documentation

- Contracts/MOU
- Organizational Charts
- School Calendar
- Resource Directories and outreach materials
- Program review documentation

- 1
- 2
- 3
- 4 s. Prepare and certify school-based MAA Invoices and
- 5 Claiming Unit Functions Grids in conformance with STATE
- 6 requirements.
- 7 t. Submit quarterly claim to SUPERINTENDENT within twelve
- 8 (12) months following the end of the quarter.
- 9 u. Provide SUPERINTENDENT with copies of MAA invoice
- 10 supporting documentation upon request.
- 11 v. Maintain Program claim documentation for a period of not
- 12 less than three (3) fiscal years after the end of the
- 13 quarter in which quarterly invoice payment is received
- 14 by the LEC. If an audit is in progress or is
- 15 forthcoming, all records relevant to the audit shall be
- 16 retained until completion of the audit or final
- 17 resolution, whichever is later. Such documentation
- 18 shall be subject, at all reasonable times, to inspection
- 19 and/or audit by the CMS or other Federal agencies,
- 20 STATE, and/or SUPERINTENDENT.
- 21 w. In the event an Invoice/Claiming Unit Functions Grid is
- 22 revised or is disallowed by STATE, agree to reimburse
- 23 SUPERINTENDENT within thirty (30) days of receipt of an
- 24 invoice from SUPERINTENDENT evidencing SUPERINTENDENT'S
- 25 payment to the STATE for DISTRICT'S revised or
- disallowed Invoice/Claiming Unit Functions Grid.

- 1 x. Ensure no duplicative billings.
- 2 y. Hold SUPERINTENDENT harmless from any federal
3 disallowance of MAA claim payments made to DISTRICT by
4 the STATE.
- 5 z. Designate an employee to act as a liaison with
6 SUPERINTENDENT to provide DISTRICT specific information
7 relative to MAA Program administration and fiscal
8 issues.
- 9 aa. Complete and return with the fully executed AGREEMENT,
10 SUPERINTENDENT'S Medi-Cal Administrative Activities
11 (MAA) District Information 2013/2014 form, Appendix "A",
12 attached hereto and incorporated by reference herein.

13 4.0 DISTRICT CLAIM REIMBURSEMENT. Upon satisfactory compliance of
14 DISTRICT'S responsibilities outlined in Section 3.0 of this
15 AGREEMENT and after SUPERINTENDENT has received reimbursement from
16 the STATE for DISTRICT'S quarterly MAA claim(s), SUPERINTENDENT
17 shall convey to DISTRICT by warrant, all funds received on behalf of
18 DISTRICT from the STATE less any amount due the SUPERINTENDENT and
19 STATE as determined in Section 5.0 below. No funds will be conveyed
20 to DISTRICT for invoices that have been revised or disallowed by the
21 STATE. Payment to DISTRICT shall be made within forty-five (45)
22 days of receipt and reconciliation of STATE funds by SUPERINTENDENT.

23 5.0 FEE SCHEDULE.

24 A. Annual STATE Participation Fee. SUPERINTENDENT will be
25 responsible for DISTRICT share of the STATE Participation Fee, which
is based on the STATE'S cost for administering the MAA claiming

1 process. In the event that the Region 9 LEC shares of STATE costs
2 for the 2013/2014 fiscal year exceed the amount of the STATE costs
3 contracted with SUPERINTENDENT for the 2012/2013 fiscal year,
4 SUPERINTENDENT will reduce DISTRICT'S quarterly MAA claim
5 reimbursement for DISTRICT'S share of the STATE Participation Fee
6 increase.

7 B. SUPERINTENDENT'S Administrative Support Fees. After
8 SUPERINTENDENT has received reimbursement from the STATE for
9 DISTRICT'S quarterly MAA claim(s), SUPERINTENDENT will transfer to
10 DISTRICT an amount equal to the Federal share of cost received as
11 reimbursement for DISTRICT'S MAA claim submitted by DISTRICT, less a
12 four and a half percent (4 1/2%) fee per quarterly claim which will
13 be used to support SUPERINTENDENT'S MAA administration.

14 C. The obligations of SUPERINTENDENT and DISTRICT under this
15 AGREEMENT are contingent upon the availability of funds furnished by
16 the United States Government. In the event that such funding is
17 terminated or reduced, this AGREEMENT may be terminated, and
18 SUPERINTENDENT'S and DISTRICT'S fiscal obligations hereunder shall
19 be limited to a pro rated amount of funding actually received by the
20 SUPERINTENDENT and DISTRICT from the STATE under the AGREEMENT.
21 SUPERINTENDENT shall provide DISTRICT written notification of such
22 termination. Notice shall be deemed given when received by the
23 DISTRICT or no later than three (3) days after the day of mailing,
24 whichever is sooner.

25 6.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of
this AGREEMENT, shall be and act as an independent contractor.

1 SUPERINTENDENT understands and agrees that he/she and all of his/her
2 employees shall not be considered officers, employees or agents of
3 the DISTRICT, and are not entitled to benefits of any kind or nature
4 normally provided employees of the DISTRICT and/or to which
5 DISTRICT'S employees are normally entitled, including, but not
6 limited to, State Unemployment Compensation or Workers'
7 Compensation. SUPERINTENDENT assumes full responsibility for the
8 acts and/or omissions of his/her employees or agents as they relate
9 to the services to be provided under this AGREEMENT. SUPERINTENDENT
10 shall assume full responsibility for payment of all federal, state
11 and local taxes or contributions, including unemployment insurance,
12 social security and income taxes with respect to SUPERINTENDENT'S
13 employees.

14 7.0 DUTY TO PROVIDE FIT WORKERS. SUPERINTENDENT shall at all times
15 enforce appropriate discipline and good order among its employees
16 and shall not knowingly employ any unfit person or anyone not
17 skilled in providing the services required under this AGREEMENT.
18 Any person in the employ of the SUPERINTENDENT who in DISTRICT'S
19 opinion, is incompetent, unfit, intemperate, troublesome or
20 otherwise undesirable shall be excluded from providing services
21 under this AGREEMENT and shall not again provide services except
22 with written consent of DISTRICT.

23 8.0 COPYRIGHT.

24 A. DISTRICT understands and agrees that all forms, plans, and
25 related instructional materials developed by SUPERINTENDENT or
DISTRICT under this AGREEMENT shall become the exclusive property of

1 Department of Health Care Services. The Department of Health Care
2 Services shall have all right, title and interest in said matters,
3 including the right to secure and maintain the copyright, trademark
4 and/or patent all forms and related instructional materials
5 developed under this AGREEMENT.

6 9.0 HOLD HARMLESS.

7 A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold
8 harmless DISTRICT, its Governing Board, and its officers, agents,
9 and employees from liability and claims of liability for bodily
10 injury, personal injury, sickness, disease, or death of any person
11 or persons, or damage to any property, real, personal, tangible or
12 intangible, arising out of the negligent acts or omissions of
13 employees, agents or officers of SUPERINTENDENT or the Orange County
14 Board of Education during the term of this AGREEMENT.

15 B. DISTRICT hereby agrees to indemnify, defend, and hold
16 harmless SUPERINTENDENT, the Orange County Board of Education, and
17 its officers, agents, and employees from liability and claims of
18 liability for bodily injury, personal injury, sickness, disease, or
19 death of any person or persons, or damage to any property, real,
20 personal, tangible or intangible, arising out of the negligent acts
21 or omissions of employees, agents or officers of DISTRICT during the
22 term of this AGREEMENT.

23 10.0 CONFIDENTIALITY.

24 A. SUPERINTENDENT and DISTRICT shall maintain confidentiality
25 of their respective records and information, governing the
confidentiality of client or student information for Medi-Cal

1 clients served under this AGREEMENT. Applicable laws include, but
2 are not limited to, 42 U.S.C. Section 1396a(a)7, 42 CFR Section
3 431.300, Welfare and Institutions Code, Section 14100.2 and 22
4 California Code of Regulations Section 51009 and all applicable
5 federal and/or state laws or regulations as each may now exist or be
6 hereafter amended. The confidentiality obligations contained in
7 this section shall survive termination of this AGREEMENT.

8 B. DISTRICT understands and agrees to take all reasonable
9 steps to avoid unauthorized disclosure of any of SUPERINTENDENT'S
10 agents' proprietary data provided for purposes of this AGREEMENT
11 hereinafter defined as; data file specifications, related
12 instructions, management reports, training materials, plans or other
13 information relating to the performance of SUPERINTENDENT'S agents
14 services hereunder, disclosed by SUPERINTENDENT to DISTRICT pursuant
15 to this AGREEMENT. DISTRICT shall not during or after the term of
16 this AGREEMENT, permit the copying, duplication, or use of any of
17 SUPERINTENDENT'S agents' proprietary data by or to any person other
18 than authorized employees, agents or representatives of DISTRICT.

19 11.0 ACCURACY OF INFORMATION. DISTRICT shall make reasonable effort
20 to assure that the information supplied to SUPERINTENDENT hereunder
21 shall be true, complete, and accurate in all respects. DISTRICT
22 shall assume sole responsibility for the truth, completeness and
23 accuracy of all information supplied to SUPERINTENDENT and agrees
24 that SUPERINTENDENT shall have no responsibility or liability for
25 the truth, completeness or accuracy of any information submitted by
DISTRICT hereunder.

1 12.0 LIMITATION OF LIABILITY. SUPERINTENDENT shall not be liable
2 for damages or losses to DISTRICT employees, agents, independent
3 contractors or students relating to lost medical services or lost
4 data under this AGREEMENT. SUPERINTENDENT shall not be liable for
5 any sums DISTRICT does not obtain in reimbursement from the STATE,
6 or for any incidental, indirect, special or consequential damages to
7 DISTRICT arising from the denial of any request for reimbursement
8 from the STATE.

9 13.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this
10 AGREEMENT shall not be assigned by the DISTRICT without prior
11 written approval of SUPERINTENDENT.

12 14.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed herein
13 must meet the approval of the DISTRICT and shall be subject to the
14 DISTRICT'S general right of inspection to secure the satisfactory
15 completion thereof. SUPERINTENDENT and DISTRICT agree to comply
16 with all federal, state and local laws, rules, regulations and
17 ordinances that are now or may in the future become applicable to
18 SUPERINTENDENT or DISTRICT'S, equipment and personnel engaged in
19 operations covered by this AGREEMENT or accruing out of the
20 performance of such operations.

21 15.0 NON-DISCRIMINATION. In the performance of this AGREEMENT,
22 SUPERINTENDENT and DISTRICT agree that they shall not engage nor
23 employ any unlawful discriminatory practices in employment of
24 personnel or in any other respect on the basis of sex, race, color,
25 ethnicity, national origin, ancestry, religion, age, marital status,
medical condition, sexual orientation, physical or mental disability

1 or any other protected group in accordance with the requirements of
2 all applicable Federal or State law.

3 16.0 TOBACCO USE POLICY. In the interest of public health,
4 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
5 use of any tobacco products are prohibited in buildings and
6 vehicles, and on any property owned, leased or contracted for by the
7 SUPERINTENDENT pursuant to SUPERINTENDENT' Policy 400.15. Failure
8 to abide with conditions of this policy could result in the
9 termination of this AGREEMENT.

10 17.0 TERMINATION. SUPERINTENDENT or DISTRICT may, at any time, with
11 or without cause, terminate this AGREEMENT with the giving of thirty
12 (30) days prior written notice to the other party.

13 18.0 NOTICE. All notices or demands to be given under this
14 AGREEMENT by either party to the other shall be in writing and given
15 either by: (a) personal service or (b) by U.S. Mail, mailed either
16 by registered or certified mail, return receipt requested, with
17 postage prepaid. Service shall be considered given when received if
18 personally served or if mailed on the third day after deposit in any
19 U.S. Post Office. The address to which notices or demands may be
20 given by either party may be changed by written notice given in
21 accordance with the notice provisions of this section. As of the
22 date of this AGREEMENT, the addresses of the parties are as follows:

23 DISTRICT: Santa Ana Unified School District
24 1601 East Chestnut Avenue
25 Santa Ana, California 92701
Attn: _____

1 SUPERINTENDENT: Orange County Superintendent of Schools
2 200 Kalmus Drive
3 P.O. Box 9050
4 Costa Mesa, California 92628-9050
5 Attn: Patricia McCaughey

6 19.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek
7 redress for violation of, or to insist upon, the strict performance
8 of any term or condition of this AGREEMENT shall not be deemed a
9 waiver by that party of such term or condition, or prevent a
10 subsequent similar act from again constituting a violation of such
11 term or condition.

12 20.0 SEVERABILITY. If any term, condition or provision of this
13 AGREEMENT is held by a court of competent jurisdiction to be
14 invalid, void, or unenforceable, the remaining provisions will
15 nevertheless continue in full force and effect, and shall not be
16 affected, impaired or invalidated in any way.

17 21.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
18 shall be governed by the laws of the State of California with venue
19 in Orange County, California.

20 22.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
21 attached hereto constitute the entire agreement among the Parties to
22 it and supercedes any prior or contemporaneous understanding or
23 agreement with respect to the services contemplated, and may be
24 amended only by a written amendment executed by both Parties to the
25 AGREEMENT.

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IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT: SANTA ANA UNIFIED
SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

BY: _____
Authorized Signature

BY: Patricia McCaughey
Authorized Signature

PRINTED NAME: Stefanie Phillips, Ed.D
CBO

PRINTED NAME: Patricia McCaughey

TITLE: Deputy Superintendent,
Operations

TITLE: Coordinator

DATE: _____

DATE: May 28, 2013

95-6002823

FEDERAL IDENTIFICATION NUMBER

Santa Ana Unified School District-MAA(39508)14
Zip9

AGENDA ITEM BACKUP SHEET
July 23, 2013

Board Meeting

TITLE: Ratification of Purchase Order Summary and Listing of Orders \$25,000 and Over for Period of June 12, 2013 through July 9, 2013

ITEM: Consent

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

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 June 12, 2013 through July 9, 2013.

RATIONALE:

The Purchase Order Summary consists of all orders created during the period of June 12, 2013 through July 9, 2013. A detailed listing is also included for orders \$25,000 and over for various items and services. These are new or revised purchase orders that have been previously approved on the contracts report.

FUNDING:

Not Applicable

RECOMMENDATION:

Ratify Purchase Order Summary and Listing of Orders \$25,000 and over for the period of June 12, 2013 through July 9, 2013.



Santa Ana Unified School District

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

Charles E. McCully, Interim Superintendent

Date: July 8, 2013
To: Charles E. McCully, Interim Superintendent
From: Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations, CBO
Subject: Purchase Order Summary: From 12-JUN-2013 through 09-JUL-2013

Fund 01 General Fund	\$6,874,377.26
Fund 12 Child Development	\$5,647.05
Fund 13 Cafeteria Fund	\$121,003.01
Fund 14 Deferred Maintenance Fund	\$37,648.32
Fund 21 Building Fund	\$447,314.44
Fund 24 SAUSD GO Bond, 2008 Election, Series A Building Fund	\$22,626.16
Fund 25 Capital Facilities Fund	\$366,599.05
Fund 26 Measure G Bond	\$300.00
Fund 27 Qualified School Construction Bond	\$38,863.62
Fund 29 Measure G	\$539.71
Fund 35 County School Facilities Fund	\$6,271,534.78
Fund 40 Special Reserve Fund	\$3,052,303.38
Fund 68 Workers' Compensation	\$15,900.00
Grand Total:	\$16,701,545.97

Prepared By: Jonathan Geiszler, Director, Purchasing and Stores

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

BOARD OF EDUCATION

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

From 12-JUN-2013 through 09-JUL-2013

Page: 1 of 10

PO No.	Vendor		BOA Date
Funding	Description	Location	Amount
280238	ATKINSON ANDELSON LOYA RUUD & ROMO		2012/06/26
Unrestricted	Legal Audit and	HUMAN RESOURCES	\$611,947.94
Discretionary	Election Contracts	DIVISION	
Accounts			
Unrestricted	Legal Audit and	EMPLOYEE RELATIONS	\$250,000.00
Discretionary	Election Contracts		
Accounts			
280439	GILBERT & STEARNS, INC.		
Unrestricted	Maintenance	REGIONAL	\$6,332.55
Regional	Contracts Repairs	OCCUPATIONAL	
Occupational		PROGRAM	
Centers/Program			
Ongoing & Major	Maintenance	BUILDING SERVICES	\$164.45
Maintenance Account	Contracts Repairs		
Child Nutrition:	Maintenance	FOOD 4 THOUGHT	\$2,679.71
School Programs	Contracts Repairs		
Child Nutrition:	Other Equipment	FOOD 4 THOUGHT	\$5,109.41
School Programs			
SAUSD GO Bond, 2008		ADAMS ELEMENTARY	\$280.96
Election, Series A		SCHOOL	
SAUSD GO Bond, 2008		EDISON ELEMENTARY	\$3,229.67
Election, Series A		SCHOOL	
SAUSD GO Bond, 2008		JEFFERSON	\$3,851.54
Election, Series A		ELEMENTARY SCHOOL	
SAUSD GO Bond, 2008		MACARTHUR	\$397.48
Election, Series A		FUNDAMENTAL	
		INTERMEDIATE SCHOOL	
SAUSD GO Bond, 2008		SANTA ANA HIGH	\$1,980.21
Election, Series A		SCHOOL	
SAUSD GO Bond, 2008		WILLARD	\$4,543.29
Election, Series A		INTERMEDIATE SCHOOL	
SAUSD GO Bond, 2008		SADDLEBACK HIGH	\$892.90
Election, Series A		SCHOOL	
Capital Facilities		EDISON ELEMENTARY	\$13,482.67
Fund		SCHOOL	

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

From 12-JUN-2013 through 09-JUL-2013

Page: 2 of 10

PO No.	Vendor		BOA Date
Funding	Description	Location	Amount
280439	GILBERT & STEARNS, INC.		
Capital Facilities Fund		SEPULVEDA ELEMENTARY SCHOOL	\$1,507.50
Capital Facilities Fund		LATHROP INTERMEDIATE SCHOOL	\$4,467.60
Capital Facilities Fund		WILLARD INTERMEDIATE SCHOOL	\$951.43
Capital Facilities Fund		SADDLEBACK HIGH SCHOOL	\$3,872.25
Developer Fees		CENTURY HIGH SCHOOL	\$37,518.61
City Santa Ana Redevelopment		GARFIELD ELEMENTARY SCHOOL	\$1,315.60
OPSC School Facilities Bond		DAVIS ELEMENTARY SCHOOL	\$1,761.76
OPSC School Facilities Bond		EDISON ELEMENTARY SCHOOL	\$2,588.55
OPSC School Facilities Bond		FREMONT ELEMENTARY SCHOOL	\$49,583.44
OPSC School Facilities Bond		HARVEY ELEMENTARY SCHOOL	\$1,129.15
OPSC School Facilities Bond		JEFFERSON ELEMENTARY SCHOOL	\$1,145.18
OPSC School Facilities Bond		MARTIN ELEMENTARY SCHOOL	\$10,910.28
OPSC School Facilities Bond		MONROE ELEMENTARY SCHOOL	\$9,072.55
OPSC School Facilities Bond		ROOSEVELT ELEMENTARY SCHOOL	\$403.19
OPSC School Facilities Bond		SANTIAGO ELEMENTARY SCHOOL	\$620.63
OPSC School Facilities Bond		GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$6,811.70

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

From 12-JUN-2013 through 09-JUL-2013

Page: 3 of 10

PO No.	Vendor		BOA Date
Funding	Description	Location	Amount
280439	GILBERT & STEARNS, INC.		
OPSC School Facilities Bond		WILSON ELEMENTARY SCHOOL	\$570.68
OPSC School Facilities Bond		TAFT ELEMENTARY SCHOOL	\$568.60
OPSC School Facilities Bond		REMINGTON ELEMENTARY SCHOOL	\$24,026.58
OPSC School Facilities Bond		MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	\$8,780.54
OPSC School Facilities Bond		LATHROP INTERMEDIATE SCHOOL	\$19,140.61
OPSC School Facilities Bond		SANTA ANA HIGH SCHOOL	\$8,367.36
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

SAUSD Board of Education Purchase Order Listing \$25,000 and Over
 From 12-JUN-2013 through 09-JUL-2013 Page: 4 of 10

PO No.	Vendor			BOA Date
Funding	Description	Location		
				Amount
280893	MCKENNA LONG & ALDRIDGE LLP			2012/06/26
Unrestricted	Legal Audit and	BUSINESS SERVICES		\$299,565.00
Discretionary	Election Contracts	DIVISION		
Accounts				
281603	OCTA			
Unrestricted	Transportation	COMMUNITY DAY HIGH		\$28,500.00
Community Day	Contracts Other	SCHOOL		
Schools				
284196	FOLLETT EDUCATIONAL SERVICES			
Lottery:	Textbooks	STATE TEXTBOOKS		\$55,557.66
Instructional				
Materials				
Lottery:	Textbooks	STATE TEXTBOOKS		\$44,796.87
Instructional				
Materials				
284328	DON BOOKSTORE			
Lottery:	Textbooks	MIDDLE COLLEGE HIGH		\$52,499.77
Instructional		SCHOOL		
Materials				
285765	BSN SPORTS			
Unrestricted	Materials &	GODINEZ FUNDAMENTAL		\$35,647.92
Discretionary	Supplies/Software	HIGH SCHOOL		
Accounts				
286230	CENGAGE LEARNING dba NATIONAL	GEOGRAPHIC LEARNING		
Title III Limited	Materials &	ENGLISH LEARNER		\$29,084.88
English Proficiency	Supplies/Software	PROGRAMS & STUDENT		
LEP Student		ACHIEVEMENT		
286615	SANDY PRINGLE ASSOCIATE			
OPSC School	Building	WILLARD		\$60,000.00
Facilities Bond	Inspection	INTERMEDIATE SCHOOL		
286845	M.S. CONSTRUCTION MANAGEMENT GROUP			
OPSC School	Building	GREENVILLE		\$1,232,978.40
Facilities Bond	Contractor	FUNDAMENTAL		
		ELEMENTARY SCHOOL		
286847	M.S. CONSTRUCTION MANAGEMENT GROUP			
OPSC School	Building	WILSON ELEMENTARY		\$1,045,000.00
Facilities Bond	Contractor	SCHOOL		
287220	NEXUS IS, INC.			
OPSC School		WILSON ELEMENTARY		\$53,489.50
Facilities Bond		SCHOOL		

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

From 12-JUN-2013 through 09-JUL-2013

Page: 5 of 10

PO No.	Vendor			BOA Date
Funding	Description	Location		Amount
287222	NEXUS IS, INC.			
OPSC School		WILSON ELEMENTARY		\$59,657.25
Facilities Bond		SCHOOL		
287228	Gkkworks			
OPSC School	Building Architect	GREENVILLE		\$65,421.80
Facilities Bond		FUNDAMENTAL		
		ELEMENTARY SCHOOL		
287247	VERIZON SELECT SERVICES, INC.			
OPSC School		HOOVER ELEMENTARY		\$74,410.07
Facilities Bond		SCHOOL		
287249	VERIZON SELECT SERVICES, INC.			
OPSC School		HOOVER ELEMENTARY		\$59,892.57
Facilities Bond		SCHOOL		
287252	VERIZON SELECT SERVICES, INC.			
OPSC School		HOOVER ELEMENTARY		\$138,373.41
Facilities Bond		SCHOOL		
287261	NAC, INC. dba NAC ARCHITECTURE			
OPSC School	Building Architect	MITCHELL CHILD		\$145,915.83
Facilities Bond		DEVELOPMENT CENTER		
287289	MONTGOMERY HARDWARE COMPANY			
OPSC School		WILSON ELEMENTARY		\$39,966.92
Facilities Bond		SCHOOL		
287295	VERIZON SELECT SERVICES, INC.			
OPSC School		MONTE VISTA		\$138,211.14
Facilities Bond		ELEMENTARY SCHOOL		
287296	VERIZON SELECT SERVICES, INC.			
OPSC School	Unassigned	ADAMS ELEMENTARY		\$147,070.91
Facilities Bond		SCHOOL		
287297	VERIZON SELECT SERVICES, INC.			
OPSC School		JEFFERSON		\$132,676.30
Facilities Bond		ELEMENTARY SCHOOL		
287299	NEXUS IS, INC.			
OPSC School		REMINGTON		\$59,178.02
Facilities Bond		ELEMENTARY SCHOOL		
287301	VERIZON SELECT SERVICES, INC.			
OPSC School		ADAMS ELEMENTARY		\$72,316.13
Facilities Bond		SCHOOL		

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

From 12-JUN-2013 through 09-JUL-2013

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PO No.	Vendor		BOA Date
Funding	Description	Location	Amount
287302	VERIZON SELECT SERVICES, INC. OPSC School Facilities Bond	ADAMS ELEMENTARY SCHOOL	\$64,475.95
287303	VERIZON SELECT SERVICES, INC. OPSC School Facilities Bond	MONTE VISTA ELEMENTARY SCHOOL	\$178,628.22
287304	VERIZON SELECT SERVICES, INC. OPSC School Facilities Bond	MONTE VISTA ELEMENTARY SCHOOL	\$95,677.42
287306	VERIZON SELECT SERVICES, INC. OPSC School Facilities Bond	JEFFERSON ELEMENTARY SCHOOL	\$100,907.51
287307	VERIZON SELECT SERVICES, INC. OPSC School Facilities Bond	JEFFERSON ELEMENTARY SCHOOL	\$46,866.13
287308	VERIZON SELECT SERVICES, INC. OPSC School Facilities Bond	ROOSEVELT ELEMENTARY SCHOOL	\$52,839.57
287309	VERIZON SELECT SERVICES, INC. OPSC School Facilities Bond	ROOSEVELT ELEMENTARY SCHOOL	\$26,424.59
287313	NEXUS IS, INC. OPSC School Facilities Bond	REMINGTON ELEMENTARY SCHOOL	\$56,315.94
287314	NEXUS IS, INC. OPSC School Facilities Bond	REMINGTON ELEMENTARY SCHOOL	\$35,399.99
287319	NEXUS IS, INC. OPSC School Facilities Bond	HARVEY ELEMENTARY SCHOOL	\$43,571.27
287321	NEXUS IS, INC. OPSC School Facilities Bond	HARVEY ELEMENTARY SCHOOL	\$28,327.00
287767	HMC ARCHITECTS OPSC School Facilities Bond	Building Architect FREMONT ELEMENTARY SCHOOL	\$29,203.24

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

From 12-JUN-2013 through 09-JUL-2013

Page: 7 of 10

PO No.	Vendor			BOA Date
Funding	Description	Location		Amount
287770	GHATAODE BANNON ARCHITECTS, LLP			
OPSC School	Building Architect	MACARTHUR		\$59,868.63
Facilities Bond		FUNDAMENTAL		
		INTERMEDIATE SCHOOL		
287771	GHATAODE BANNON ARCHITECTS, LLP			
OPSC School	Building Architect	SADDLEBACK HIGH		\$313,093.74
Facilities Bond		SCHOOL		
287772	GHATAODE BANNON ARCHITECTS, LLP			
2nd Sale-Qualified	Building Architect	DAVIS ELEMENTARY		\$38,863.62
School Construction		SCHOOL		
287778	MCPEEK'S DODGE OF ANAHEIM			
Unrestricted	Capital Outlay	SCHOOL POLICE		\$27,556.00
Discretionary	Vehicle	SERVICES		
Accounts				
287913	ERNEST F CHING, JR. dba LAW OFFICES OF CHING & ASSOCIATES			
Unrestricted One	Legal Settlements	HUMAN RESOURCES		\$135,852.00
time Funds		DIVISION		
287914	NANCY J. BEACH			
Unrestricted One	Legal Settlements	HUMAN RESOURCES		\$34,914.50
time Funds		DIVISION		
287967	WOLVERINE FENCE COMPANY, INC.			
Capital Facilities	Building	TAFT ELEMENTARY		\$118,397.00
Fund	Contractor	SCHOOL		
287969	RENAISSANCE LEARNING, INC.			
Economic Impact Aid	Other Contracts	STUDENT ACHIEVEMENT		\$318,492.54
287993	CALIFORNIA ACCESS SCAFFOLD, LLC.			
Fund 40 Valley HS		VALLEY HIGH SCHOOL		\$31,600.00
Repair				
288022	APRENDE TUTORING dba OXFORD TUTORING			2012/11/13
IASA:Title I Basic	Sub-Agreements for	STUDENT ACHIEVEMENT		\$19,340.00
Grants Low-Income	Services			
IASA:Title I Basic	Consultant	STUDENT ACHIEVEMENT		\$20,000.00
Grants Low-Income	Noninstructional			
288024	MCGRATH RENTCORP dba MOBILE MODULAR MANAGEMENT, CO.			
Capital Facilities	Rental Contracts	GARFIELD ELEMENTARY		\$26,299.00
Fund		SCHOOL		

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

From 12-JUN-2013 through 09-JUL-2013

Page: 9 of 10

PO No.	Vendor			BOA Date
Funding	Description	Location		Amount
288046	DEPARTMENT OF GENERAL SERVICES			
Building Fund	School Facilities Apportionments			\$447,314.44
288047	SCHOLASTIC, INC.			
Unrestricted Discretionary Accounts	Materials & Supplies/Software	SPURGEON INTERMEDIATE SCHOOL		\$598.00
Economic Impact Aid	Materials & Supplies/Software	SPURGEON INTERMEDIATE SCHOOL		\$3,837.42
Economic Impact Aid-LEP	Materials & Supplies/Software	SPURGEON INTERMEDIATE SCHOOL		\$28,034.00
288092	VERIZON SELECT SERVICES, INC.			
OPSC School Facilities Bond		CENTURY HIGH SCHOOL		\$129,289.38
288094	VERIZON SELECT SERVICES, INC.			
OPSC School Facilities Bond		CENTURY HIGH SCHOOL		\$259,642.22
288109	BANC OF AMERICA LEASING AND CAPITAL, LLC			
City of Santa Ana Redevelopment Fees	Debt Service Interest	DISTRICT-WIDE		\$55,543.14
City of Santa Ana Redevelopment Fees	Other Debt Service Principal	DISTRICT-WIDE		\$902,200.00
288126	COMMUNITY BANK			
OPSC School Facilities Bond	Building Contractor	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL		\$64,893.60
288127	COMMUNITY BANK			
OPSC School Facilities Bond	Building Contractor	WILSON ELEMENTARY SCHOOL		\$55,000.00
288128	CAMINO REAL CHEVROLET			
Unrestricted Discretionary Accounts	Capital Outlay Vehicle	SCHOOL POLICE SERVICES		\$38,686.40
290000	SHI INTERNATIONAL, CORP.			
Unrestricted Discretionary Accounts	Other Contracts	DISTRICT-WIDE		\$130,115.70

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

From 12-JUN-2013 through 09-JUL-2013

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PO No.	Vendor			BOA Date
Funding	Description	Location		Amount
290003	ORACLE AMERICA, INC.			
Unrestricted	Maintenance	INFORMATION		\$205,733.56
Discretionary	Contracts Repairs	TECHNOLOGY CENTER		
Accounts				
290005	VERIZON WIRELESS			
Unrestricted	Landline/Internet	DISTRICT-WIDE		\$125,000.00
Discretionary				
Accounts				
290007	XEROX CORPORATION			
Unrestricted	Rental Contracts	DISTRICT-WIDE		\$1,077,500.00
Discretionary				
Accounts				
290010	XEROX CORPORATION			
Unrestricted	Rental Contracts	DISTRICT-WIDE		\$323,250.00
Discretionary				
Accounts				
290011	CONTINUANT, INC.			
Unrestricted	Landline/Internet	DISTRICT-WIDE		\$70,288.68
Discretionary				
Accounts				
290014	AT&T CALIFORNIA			
Special Reserve		VALLEY HIGH SCHOOL		\$276,327.58
Fund				
290017	FOLLETT EDUCATIONAL SERVICES			
Lottery:	Textbooks	STATE TEXTBOOKS		\$33,690.19
Instructional				
Materials				
Lottery:	Textbooks	STATE TEXTBOOKS		\$117.50
Instructional				
Materials				
290020	AT&T			
Unrestricted	Landline/Internet	DISTRICT-WIDE		\$64,650.00
Discretionary				
Accounts				

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

From 12-JUN-2013 through 09-JUL-2013 Page: 10 of 10

PO No.	Vendor		BOA Date
Funding	Description	Location	Amount
290031	FOLLETT EDUCATIONAL SERVICES		
Lottery:	Textbooks	STATE TEXTBOOKS	\$39,550.00
Instructional Materials			
Lottery:	Textbooks	STATE TEXTBOOKS	\$98,014.79
Instructional Materials			
290067	EAGLE SOFTWARE		
Unrestricted Discretionary Accounts	Other Contracts	INFORMATION TECHNOLOGY CENTER	\$52,200.00
290079	GHATAODE BANNON ARCHITECTS, LLP		
Fd 25 Community Day Building Architect		COMMUNITY DAY HIGH SCHOOL	\$91,544.00
290086	NEXUS IS, INC.		
Special Reserve Fund		GODINEZ FUNDAMENTAL HIGH SCHOOL	\$39,447.41
290087	NEXUS IS, INC.		
Special Reserve Fund		GODINEZ FUNDAMENTAL HIGH SCHOOL	\$306,007.73
290088	NEXUS IS, INC.		
Special Reserve Fund		GODINEZ FUNDAMENTAL HIGH SCHOOL	\$1,981.17
Special Reserve Fund		SEGERSTROM HIGH SCHOOL	\$260,146.75
290108	ORBACH, HUFF AND SUAREZ LLP		
SCE CA Solar Initiative CSI	Plans All Other Printing, etc.	FACILITIES/GOVERNMENTAL RELATIONS	\$200,000.00
290109	SUNPOWER CORPORATION, SYSTEMS		
Fd 40 QZAB Solar Energy Savings 2012 Contractor	Building	HENINGER ELEMENTARY SCHOOL	\$859,213.00
290110	SUNPOWER CORPORATION, SYSTEMS		
Fd 40 QZAB Solar Energy Savings 2012 Contractor	Building	MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	\$1,064,091.00

AGENDA ITEM BACKUP SHEET
July 23, 2013

Board Meeting

TITLE: **Ratification of Expenditure Summary and Warrant Listing for Period of June 12, 2013 through July 9, 2013**

ITEM: **Consent**

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

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 June 12, 2013 through July 9, 2013. A detailed listing for expenditures \$25,000 and over is also included. These items have already been submitted in the prior month's Purchase Order report.

FUNDING:

Not Applicable

RECOMMENDATION:

Ratify Expenditure Summary and Warrant Listing of expenditures over \$25,000 for the period of June 12, 2013 through July 9, 2013.

SP:mmm





Santa Ana Unified School District

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

Charles E. McCully, Interim Superintendent

Date: July 9, 2013

To: Charles E. McCully, Interim Superintendent

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

Subject: Expenditures Summary: From 12-JUN-2013 Through 09-JUL-2013

Fund 01 General Fund	\$9,528,887.19
Fund 09 Charter School Fund	\$31,358.72
Fund 12 Child Development	\$23,466.39
Fund 13 Cafeteria Fund	\$1,251,118.42
Fund 14 Deferred Maintenance Fund	\$291,532.75
Fund 21 Building Fund	\$447,314.44
Fund 24 SAUSD GO Bond, 2008 Election, Series A Building Fund	\$1,059,962.74
Fund 25 Capital Facilities Fund	\$179,146.92
Fund 26 Measure G Bond	\$125.93
Fund 35 County School Facilities Fund	\$2,473,361.61
Fund 40 Special Reserve Fund	\$39,662.17
Fund 49 Capital Project Fund for Blended Component	\$2,210.00
Fund 68 Workers' Compensation	\$174,578.13
Fund 69 Health & Welfare	\$5,582,009.79
Fund 81 Property & Liability	\$47,530.12
Total Expenditures:	\$21,132,265.32

Prepared By: Christeen Betz, Director, Accounting

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

BOARD OF EDUCATION

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

SAUSD Board of Education Warrant Listing

June 12, 2013

Page 1 of 4

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 01 General Fund			
84182787	UNISOURCE WORLDWIDE, INC. Fund 01 General Fund	ACCOUNTING DEPARTMENT WAREHOUSE AND DELIVERY	\$25,346.16
84182629	! # 1 TOUCH-SCREEN TABLET COMPUTER TUTORING IASA: Title I Basic Grants Low-Income and Neglected, Part A	STUDENT ACHIEVEMENT	\$30,522.67
84182637	CAL PERS SAFETY Fund 01 General Fund	DISTRICT EMPLOYEE BENEFITS	\$55,260.83
84182639	DEPARTMENT OF GENERAL SERVICES Unrestricted - Regional Occupational Centers/Program (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	\$251,523.74
84182655	PIVOT LEARNING PARTNERS ARRA Title 1 School Improvement Grant (SIG) PLAS IASA: Title I Basic Grants Low-Income and Neglected, Part A	WILLARD INTERMEDIATE SCHOOL STAFF DEVELOPMENT	\$65,250.00
84182679	1-ON-1 LEARNING WITH LAPTOPS IASA: Title I Basic Grants Low-Income and Neglected, Part A	STUDENT ACHIEVEMENT	\$176,974.00
84182690	UNIVERSITY OF CALIFORNIA, IRVINE Gear Up IV (RSCC Fiscal Agent) IASA: Title I Basic Grants Low-Income and Neglected, Part A	SECONDARY DIVISION STAFF DEVELOPMENT	\$94,930.00
84182731	OFFICE DEPOT ARRA Title 1 School Improvement Grant (SIG) PLAS Economic Impact Aid-LEP Fund 01 General Fund IASA: Title I Basic Grants Low-Income and Neglected, Part A IASA: Title I Migrant Ed Regular and Summer Program	SADDLEBACK HIGH SCHOOL ADAMS ELEMENTARY SCHOOL GARFIELD ELEMENTARY SCHOOL ACCOUNTING DEPARTMENT WAREHOUSE AND DELIVERY ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT MARTIN ELEMENTARY SCHOOL MIGRANT EDUCATION	\$34,142.86

SAUSD Board of Education Warrant Listing

June 12, 2013

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
	Unrestricted Discretionary Accounts	CARR INTERMEDIATE SCHOOL	
		CENTURY HIGH SCHOOL	
		GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	
		HENINGER ELEMENTARY SCHOOL	
		SCHOOL POLICE SERVICES	
		WILLARD INTERMEDIATE SCHOOL	
84182744	AMERICAN LOGISTICS COMPANY, LLC		\$30,575.00
	Transportation-Special Education	TRANSPORTATION DEPARTMENT	
84182627	SOUTHERN CALIFORNIA EDISON		\$25,800.25
	Unrestricted Discretionary Accounts	DISTRICT-WIDE	
84182755	DURHAM SCHOOL SERVICES, LP		\$993,780.17
	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	HOOVER ELEMENTARY SCHOOL	
	Transportation-Home to School	TRANSPORTATION DEPARTMENT	
	Transportation-Special Education	TRANSPORTATION DEPARTMENT	
	Unrestricted - Regional Occupational Centers/Program (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	
84182745	APPLE, INC		\$29,518.83
	Economic Impact Aid-LEP	KENNEDY ELEMENTARY SCHOOL	
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
	Medi-Cal Billing Option	SPECIAL EDUCATION	
	Special Education	SPEECH & LANGUAGE	
	Unrestricted Discretionary Accounts	MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	
	Unrestricted One-time Funds	DISTRICT-WIDE	
Fund 13 Cafeteria Fund			
84182799	A & R WHOLESALE DISTRIBUTORS		\$33,600.78
	Child Nutrition: School Programs	CHAVEZ CONTINUATION HIGH SCHOOL	
		FOOD 4 THOUGHT	

SAUSD Board of Education Warrant Listing

June 12, 2013

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
		LORIN GRISET ACADEMY	
		SIERRA PREPARATORY ACADEMY	
		VALLEY HIGH SCHOOL	
84182804	GOLD STAR FOODS Child Nutrition: School Programs	CARR INTERMEDIATE SCHOOL	\$76,620.88
		FOOD 4 THOUGHT	
		SANTA ANA HIGH SCHOOL	
Fund 14 Deferred Maintenance Fund			
84182812	WEATHERPROOFING TECHNOLOGIES, INC. Fund 14 Deferred Maintenance Fund	BUILDING SERVICES	\$159,000.00
Fund 35 County School Facilities Fund			
84182789	DAART ENGINEERING CO., INC. Fund 35 OPSC School Facilities Bond Projects-Second Issuance	SPURGEON INTERMEDIATE SCHOOL	\$25,042.00
84182818	BALFOUR BEATTY CONSTRUCTION Fund 35 OPSC School Facilities Bond Projects	DIAMOND ELEMENTARY SCHOOL	\$71,948.00
	Fund 35 OPSC School Facilities Bond Projects-Second Issuance	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	
		SPURGEON INTERMEDIATE SCHOOL	
84182819	DIGITAL NETWORKS GROUP, INC. Fund 35 OPSC School Facilities Bond Projects	SANTA ANA HIGH SCHOOL	\$298,646.45
84182822	LENTZ MORRISSEY ARCHITECTURE, INC. Fund 35 OPSC School Facilities Bond Projects	DIAMOND ELEMENTARY SCHOOL	\$36,585.54
		MADISON ELEMENTARY SCHOOL	
		WILSON ELEMENTARY SCHOOL	
84182824	TANDUS FLOORING US, LLC Fund 35 OPSC School Facilities Bond Projects	SIERRA PREPARATORY ACADEMY	\$36,414.66

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Fund 68 Workers' Compensation			
84182828	SANTA ANA UNIFIED SCHOOL DISTRICT WORKERS' COMP. Fund 68 Workers' Compensation	RISK MANAGEMENT	\$69,269.47
Grand Total:			\$2,620,752.29

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Fund 01 General Fund			
84182832	Nancy J. Beach Unrestricted One-time Funds	HUMAN RESOURCES DIVISION	\$34,914.50
84182831	ERNEST F. CHING, JR. dba LAW OFFICES OF CHING & ASSOCIATES Unrestricted One-time Funds	HUMAN RESOURCES DIVISION	\$135,852.00
Grand Total:			\$170,766.50

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Fund 01 General Fund			
84182944	INTERCOM CLOCKS & SIGNAL SERVICE		\$44,465.03
	Civic Center Rental Fees	RISK MANAGEMENT	
	COPS 2006 Secure Our Schools	RISK MANAGEMENT	
	Ongoing & Major Maintenance Account	BUILDING SERVICES	
84183220	ORANGE COUNTY DEPARTMENT OF EDUCATION		\$199,651.50
	Economic Impact Aid	SANTA ANA HIGH SCHOOL	
	Head Start	CHILD DEVELOPMENT	
	IASA:Title I Basic Grants Low-Income and Neglected, Part A	JACKSON ELEMENTARY SCHOOL	
	Special Education	SPECIAL EDUCATION	

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84183191	CDW GOVERNMENT, INC.		\$25,702.87
	ARRA Title 1 School Improvement Grant (SIG) PLAS	SADDLEBACK HIGH SCHOOL	
	Donations (Miscellaneous)	GARFIELD ELEMENTARY SCHOOL	
	Economic Impact Aid	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	
		KING ELEMENTARY SCHOOL	
	Economic Impact Aid-LEP	CARR INTERMEDIATE SCHOOL	
		SPURGEON INTERMEDIATE SCHOOL	
	Fitness for All	SPECIAL PROJECTS/WELLNESS	
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
	Head Start	CHILD DEVELOPMENT	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CARVER ELEMENTARY SCHOOL	
		ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT	
		HENINGER ELEMENTARY SCHOOL	
		HEROES ELEMENTARY SCHOOL	
		MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	
		SPURGEON INTERMEDIATE SCHOOL	
	IASA: Title I Migrant Ed Regular and Summer Program	MIGRANT EDUCATION	
	Special Ed: IDEA Early Intervention Grants	TAFT ELEMENTARY SCHOOL	
	Unrestricted Discretionary Accounts	ACCOUNTING DEPARTMENT	
		ALTERNATIVE EDUCATION	
		ESQUEDA ELEMENTARY SCHOOL	
		FRANKLIN ELEMENTARY SCHOOL	
		HENINGER ELEMENTARY SCHOOL	
		INFORMATION TECHNOLOGY CENTER	
		LATHROP INTERMEDIATE SCHOOL	
		LINCOLN ELEMENTARY SCHOOL	
		MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	
		SANTA ANA HIGH SCHOOL	

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		SCHOOL POLICE SERVICES	
		SEGERSTROM HIGH SCHOOL	
		SPURGEON INTERMEDIATE SCHOOL	
		TAFT ELEMENTARY SCHOOL	
84183142	CITY OF SANTA ANA		\$41,715.09
	Unrestricted Discretionary Accounts	SCHOOL POLICE SERVICES	
84183132	UNISOURCE WORLDWIDE, INC.		\$25,346.16
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
		WAREHOUSE AND DELIVERY	
84183118	ROSSIER PARK ELEMENTARY		\$31,168.00
	Special Education	SPECIAL EDUCATION	
84183112	ORACLE USA, INC.		\$49,935.31
	Unrestricted Discretionary Accounts	INFORMATION TECHNOLOGY CENTER	
84183086	AREY JONES EDUCATIONAL SOLUTIONS		\$33,922.07
	Economic Impact Aid-LEP	VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	
	Unrestricted Discretionary Accounts	INFORMATION TECHNOLOGY CENTER	
84183031	WAXIE SANITARY SUPPLY		\$121,265.50
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
		WAREHOUSE AND DELIVERY	
	Ongoing & Major Maintenance Account	BUILDING SERVICES	
84183026	SOUTHWEST SCHOOL AND OFFICE SUPPLY		\$101,655.63
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
		WAREHOUSE AND DELIVERY	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT	
84183016	MCPEEK'S DODGE OF ANAHEIM		\$29,759.78
	Unrestricted Discretionary Accounts	SCHOOL POLICE SERVICES	

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84182834	CITY OF SANTA ANA		\$78,194.94
	Head Start	CHILD DEVELOPMENT	
	Unrestricted Discretionary Accounts	DISTRICT-WIDE	
84182965	PEARSON ED, INC.		\$192,770.22
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
	Lottery: Instructional Materials	STATE TEXTBOOKS	
	Unrestricted - Instructional Materials (7156)	STATE TEXTBOOKS	

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84183258	U S BANK - CAL CARD		\$106,448.13
	ARRA Title 1 School Improvement Grant (SIG) PLAS	CENTURY HIGH SCHOOL	
		SADDLEBACK HIGH SCHOOL	
		VALLEY HIGH SCHOOL	
	Beginning Teacher-BTSA	STAFF DEVELOPMENT	
	Child Nutrition: Healthy Active Families	SPECIAL PROJECTS/WELLNESS	
	Donations (Miscellaneous)	FRANKLIN ELEMENTARY SCHOOL	
		HOOVER ELEMENTARY SCHOOL	
		LINCOLN ELEMENTARY SCHOOL	
		SANTA ANA HIGH SCHOOL	
		SEPULVEDA ELEMENTARY SCHOOL	
		VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	
		VISUAL & PERFORMING ARTS	
		WALKER ELEMENTARY SCHOOL	
	Donations-ASB Transportation	THORPE FUNDAMENTAL ELEMENTARY SCHOOL	
	Economic Impact Aid	MCFADDEN INTERMEDIATE SCHOOL	
	Fitness for All	SPECIAL PROJECTS/WELLNESS	
	Fund 01 General Fund	HUMAN RESOURCES DIVISION	
		INFORMATION TECHNOLOGY CENTER	
		SCHOOL POLICE SERVICES	
		WAREHOUSE AND DELIVERY	
	Fundraiser (Non ASB-PTA Deposits)	MARTIN ELEMENTARY SCHOOL	
	Head Start	CHILD DEVELOPMENT	
	High School, Inc.	VALLEY HIGH SCHOOL	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CARR INTERMEDIATE SCHOOL	
		CENTURY HIGH SCHOOL	
		ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT	
		KENNEDY ELEMENTARY SCHOOL	

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		KING ELEMENTARY SCHOOL	
		MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	
		PIO PICO ELEMENTARY SCHOOL	
		SEPULVEDA ELEMENTARY SCHOOL	
		VALLEY HIGH SCHOOL	
	Kinder Readiness Program II	EARLY CHILDHOOD EDUCATION	
	Lottery: Instructional Materials	STATE TEXTBOOKS	
	Medi-Cal Billing Option	PUPIL SUPPORT SERVICES	
	Nat'l & State School Award	MIDDLE COLLEGE HIGH SCHOOL	
	Ongoing & Major Maintenance Account	BUILDING SERVICES	
	Recognition Programs	DEPUTY SUPERINTENDENT'S OFFICE	
		HUMAN RESOURCES DIVISION	
	Risk Management - Undesignated	RISK MANAGEMENT	
	Special Ed: Early Ed Individuals with Exceptional Needs Infant Program	MITCHELL CHILD DEVELOPMENT CENTER	
	Special Ed: IDEA Early Intervention Grants	MITCHELL CHILD DEVELOPMENT CENTER	
	Special Ed: Mental Health Services	GODINEZ FUNDAMENTAL HIGH SCHOOL	
		PSYCHOLOGICAL SERVICES/APE	
	Special Education	MCFADDEN INTERMEDIATE SCHOOL	
		SPECIAL EDUCATION	
	Title III Limited English Proficiency LEP Student Program	ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT	
	Title II-Part A Improving Teacher Quality	ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT	
	Two-Way Digital ITFS Licensee Revenue	TECHNOLOGY	
	Unrestricted – Cal Safe (6091/6092)	EARLY CHILDHOOD EDUCATION	
	Unrestricted - Regional Occupational Centers/Program (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	
	Unrestricted Discretionary Accounts	BOARD OF EDUCATION	
		BUSINESS SERVICES DIVISION	
		COMMUNICATIONS	
		CONSTITUENCY SERVICES	

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CONSTRUCTION

DEPUTY SUPERINTENDENT'S OFFICE

ELEMENTARY DIVISION

EMPLOYEE BENEFITS ADMINISTRATION

ESQUEDA ELEMENTARY SCHOOL

FACILITIES/GOVERNMENTAL RELATIONS

GARFIELD ELEMENTARY SCHOOL

GODINEZ FUNDAMENTAL HIGH SCHOOL

GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL

HUMAN RESOURCES DIVISION

LINCOLN ELEMENTARY SCHOOL

MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL

MARTIN ELEMENTARY SCHOOL

MCFADDEN INTERMEDIATE SCHOOL

MIDDLE COLLEGE HIGH SCHOOL

PUBLICATIONS

PURCHASING DEPARTMENT

REMINGTON ELEMENTARY SCHOOL

SADDLEBACK HIGH SCHOOL

SANTIAGO ELEMENTARY SCHOOL

SCHOOL POLICE SERVICES

SECONDARY DIVISION

SEGERSTROM HIGH SCHOOL

SIERRA PREPARATORY ACADEMY

SUPERINTENDENT'S OFFICE

VALLEY HIGH SCHOOL

VILLA FUNDAMENTAL INTERMEDIATE SCHOOL

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84182884	STUDENTNEST, INC. dba STUDENTNEST.COM IASA: Title I Basic Grants Low-Income and Neglected, Part A	STUDENT ACHIEVEMENT	\$37,662.25
84182881	REVOLVING CASH FUND ARRA Title 1 School Improvement Grant (SIG) PLAS Donations-ASB Transportation Global Business Academy [0190] VHS Title II-Part A Improving Teacher Quality Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL THORPE FUNDAMENTAL ELEMENTARY SCHOOL VALLEY HIGH SCHOOL NONPUBLIC SCHOOLS CARR INTERMEDIATE SCHOOL CENTURY HIGH SCHOOL CONSTITUENCY SERVICES DISTRICT-WIDE HOOVER ELEMENTARY SCHOOL LATHROP INTERMEDIATE SCHOOL SEGERSTROM HIGH SCHOOL VALLEY HIGH SCHOOL WILLARD INTERMEDIATE SCHOOL	\$37,174.62
84182877	PROFESSIONAL TUTORS OF AMERICA, INC. IASA: Title I Basic Grants Low-Income and Neglected, Part A	STUDENT ACHIEVEMENT	\$27,744.00
84182875	PIVOT LEARNING PARTNERS ARRA Title 1 School Improvement Grant (SIG) PLAS Title II-Part A Improving Teacher Quality	SADDLEBACK HIGH SCHOOL SANTA ANA HIGH SCHOOL SIERRA PREPARATORY ACADEMY ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT	\$37,794.00

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84182874	PADRES UNIDOS dba PATRICIA HUERTA		\$46,000.00
	Economic Impact Aid	MARTIN ELEMENTARY SCHOOL	
	Economic Impact Aid-LEP	HOOVER ELEMENTARY SCHOOL	
		LOWELL ELEMENTARY SCHOOL	
		WASHINGTON ELEMENTARY SCHOOL	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	HOOVER ELEMENTARY SCHOOL	
		KING ELEMENTARY SCHOOL	
		MARTIN ELEMENTARY SCHOOL	
		PIO PICO ELEMENTARY SCHOOL	
		REMINGTON ELEMENTARY SCHOOL	
		ROOSEVELT ELEMENTARY SCHOOL	
		WALKER ELEMENTARY SCHOOL	
	Unrestricted Discretionary Accounts	REMINGTON ELEMENTARY SCHOOL	
84182849	ATKINSON ANDELSON LOYA RUUD & ROMO		\$163,998.61
	Unrestricted Discretionary Accounts	HUMAN RESOURCES DIVISION	
84182848	APRENDE TUTORING dba OXFORD TUTORING		\$63,361.00
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	STUDENT ACHIEVEMENT	
84182840	#1 ACADEMIA DE SERVICIO DE TUTORIA		\$41,258.00
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	STUDENT ACHIEVEMENT	
84182837	I # 1 TOUCH-SCREEN TABLET COMPUTER TUTORING		\$29,540.00
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	STUDENT ACHIEVEMENT	
84182836	SOUTHERN CALIFORNIA EDISON		\$55,562.68
	Unrestricted Discretionary Accounts	DISTRICT-WIDE	
84183007	K12 TEXTBOOK EDUCATION		\$32,344.38
	Lottery: Instructional Materials	STATE TEXTBOOKS	
84183226	ROSSIER PARK JUNIOR/SENIOR HIGH SCHOOL		\$36,923.00
	Special Education	SPECIAL EDUCATION	
84183236	WARE DISPOSAL, INC.		\$35,916.17
	Unrestricted Discretionary Accounts	DISTRICT-WIDE	

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84183276	A & R WHOLESALE DISTRIBUTORS		\$30,117.06
	Child Nutrition: School Programs	FOOD 4 THOUGHT	
		MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	
		SIERRA PREPARATORY ACADEMY	
		VALLEY HIGH SCHOOL	
		VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	
84183300	LOEWY ENTERPRISES, INC. dba SUNRISE PRODUCE		\$248,990.83
	Child Nutrition: School Programs	CARR INTERMEDIATE SCHOOL	
		CENTURY HIGH SCHOOL	
		FOOD 4 THOUGHT	
		GODINEZ FUNDAMENTAL HIGH SCHOOL	
		LATHROP INTERMEDIATE SCHOOL	
		LORIN GRISET ACADEMY	
		MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	
		MCFADDEN INTERMEDIATE SCHOOL	
		MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	
		SADDLEBACK HIGH SCHOOL	
		SANTA ANA HIGH SCHOOL	
		SEGERSTROM HIGH SCHOOL	
		SIERRA PREPARATORY ACADEMY	
		SPURGEON INTERMEDIATE SCHOOL	
		VALLEY HIGH SCHOOL	
		VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	
		WILLARD INTERMEDIATE SCHOOL	

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84183294	GOLD STAR FOODS Child Nutrition: School Programs	CARR INTERMEDIATE SCHOOL FOOD 4 THOUGHT	\$91,099.13
84183284	DRIFTWOOD DAIRY Child Nutrition: School Programs	CARR INTERMEDIATE SCHOOL CENTURY HIGH SCHOOL FOOD 4 THOUGHT GODINEZ FUNDAMENTAL HIGH SCHOOL LATHROP INTERMEDIATE SCHOOL MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL MCFADDEN INTERMEDIATE SCHOOL MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL SADDLEBACK HIGH SCHOOL SANTA ANA HIGH SCHOOL SIERRA PREPARATORY ACADEMY SPURGEON INTERMEDIATE SCHOOL VALLEY HIGH SCHOOL VILLA FUNDAMENTAL INTERMEDIATE SCHOOL WILLARD INTERMEDIATE SCHOOL	\$204,388.79
84183290	GOLD STAR FOODS Child Nutrition: School Programs	FOOD 4 THOUGHT SADDLEBACK HIGH SCHOOL	\$68,809.75
Fund 14 Deferred Maintenance Fund			
84183318	JOHNSTONE SUPPLY Fund 01 General Fund Fund 14 Deferred Maintenance Fund	ACCOUNTING DEPARTMENT BUILDING SERVICES	\$25,035.00

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Fund 21 Building Fund			
84183331	DEPARTMENT OF GENERAL SERVICES		\$447,314.44
	Fund 21 Building Fund	CASH ACCOUNT	
Fund 24 SAUSD GO Bond, 2008 Election, Series A Building Fund			
84183340	VERIZON SELECT SERVICES, INC.		\$44,356.28
	Fund 24 SAUSD GO Bond, 2008 Election, Series A Building Fund	MONTE VISTA ELEMENTARY SCHOOL	
84183338	PCM3, INC.		\$73,047.16
	Fund 24 SAUSD GO Bond, 2008 Election, Series A Building Fund	SANTA ANA HIGH SCHOOL	
84183333	GHATAODE BANNON ARCHITECTS, LLP		\$36,300.00
	Fund 24 SAUSD GO Bond, 2008 Election, Series A Building Fund	WILLARD INTERMEDIATE SCHOOL	
84183263	BALFOUR BEATTY CONSTRUCTION		\$862,873.60
	Fund 24 SAUSD GO Bond, 2008 Election, Series A Building Fund	GARFIELD ELEMENTARY SCHOOL	
Fund 25 Capital Facilities Fund			
84183264	BALFOUR BEATTY CONSTRUCTION		\$173,687.55
	Fund 25 City Santa Ana Redevelopment	GARFIELD ELEMENTARY SCHOOL	

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Fund 35 County School Facilities Fund			
84183268	PARK WEST LANDSCAPE, INC. Fund 35 OPSC School Facilities Bond Projects	WILLARD INTERMEDIATE SCHOOL	\$565,318.97
84183270	STATES LINK CONSTRUCTION, INC. Fund 35 OPSC School Facilities Bond Projects-Second Issuance	FRANKLIN ELEMENTARY SCHOOL	\$28,957.50
84183345	BALFOUR BEATTY CONSTRUCTION Fund 35 OPSC School Facilities Bond Projects Fund 35 OPSC School Facilities Bond Projects-Second Issuance	WILLARD INTERMEDIATE SCHOOL GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL MADISON ELEMENTARY SCHOOL	\$50,770.00
84183358	NEXUS IS, INC. Fund 35 OPSC School Facilities Bond Projects-Second Issuance	FREMONT ELEMENTARY SCHOOL	\$46,929.35
84183362	TANDUS FLOORING US, LLC Fund 35 OPSC School Facilities Bond Projects	LATHROP INTERMEDIATE SCHOOL	\$29,241.76
84183364	VERIZON SELECT SERVICES, INC. Fund 35 OPSC School Facilities Bond Projects	ROOSEVELT ELEMENTARY SCHOOL	\$223,242.55

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Fund 69 Health & Welfare			
84183379	ALAMEDA COUNTY SCHOOLS INSURANCE GROUP (ACSIG)		\$345,819.37
	Health & Welfare - Active Employees	DISTRICT EMPLOYEE BENEFITS	
	Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS	
84183388	VISION SERVICE PLAN		\$49,532.10
	Health & Welfare - Active Employees	DISTRICT EMPLOYEE BENEFITS	
	Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS	
84183385	SANTA ANA UNIFIED SCHOOL DISTRICT		\$500,000.00
	Health & Welfare - Active Employees	DISTRICT EMPLOYEE BENEFITS	
	Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS	
84183383	KAISER FOUNDATION HEALTH PLAN		\$1,140,506.69
	Health & Welfare - Active Employees	DISTRICT EMPLOYEE BENEFITS	
	Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS	
84183382	DELTACARE USA		\$47,108.13
	Health & Welfare - Active Employees	DISTRICT EMPLOYEE BENEFITS	
	Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS	
84183380	BLUE SHIELD OF CALIFORNIA		\$3,441,500.78
	Health & Welfare - Active Employees	DISTRICT EMPLOYEE BENEFITS	
	Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS	
Grand Total:			\$10,502,225.73

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Fund 01 General Fund			
84183568	UNISOURCE WORLDWIDE, INC. Fund 01 General Fund	ACCOUNTING DEPARTMENT PUBLICATIONS WAREHOUSE AND DELIVERY	\$60,902.20
84183424	EL SOL SCIENCE AND ARTS ACADEMY Fund 01 General Fund	CASH ACCOUNT	\$117,618.00
84183425	NOVA ACADEMY EARLY COLLEGE HIGH SCHOOL Fund 01 General Fund	CASH ACCOUNT	\$64,390.33
84183426	ORANGE COUNTY EDUCATIONAL ARTS ACADEMY Fund 01 General Fund	CASH ACCOUNT	\$79,373.00
84183427	ORANGE COUNTY HIGH SCHOOL OF THE ARTS Fund 01 General Fund	CASH ACCOUNT	\$264,549.00
84183429	ATKINSON ANDELSON LOYA RUUD & ROMO Risk Management - Undesignated Special Education Unrestricted Discretionary Accounts	RISK MANAGEMENT SPECIAL EDUCATION BUSINESS SERVICES DIVISION HUMAN RESOURCES DIVISION	\$283,614.39
84183433	CITY OF SANTA ANA Unrestricted Discretionary Accounts	SCHOOL POLICE SERVICES	\$41,715.09
84183438	DT-COMP, INC. Unrestricted Discretionary Accounts	INFORMATION TECHNOLOGY CENTER	\$25,663.20
84183450	MCKENNA LONG & ALDRIDGE, LLP Unrestricted Discretionary Accounts	BUSINESS SERVICES DIVISION	\$26,401.03
84183452	NEXUS IS, INC. ARRA Title 1 School Improvement Grant (SIG) PLAS Unrestricted Discretionary Accounts	WILLARD INTERMEDIATE SCHOOL WILLARD INTERMEDIATE SCHOOL	\$42,584.72

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84183463	THINK TOGETHER		\$1,024,615.46
	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	
84183471	XEROX CORPORATION		\$52,719.19
	Fund 01 General Fund	PUBLICATIONS	
	Unrestricted One-time Funds	PUBLICATIONS	
84183487	DURHAM SCHOOL SERVICES, L.P.		\$411,911.84
	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	HOOVER ELEMENTARY SCHOOL	
	Transportation-Home to School	TRANSPORTATION DEPARTMENT	
	Transportation-Special Education	TRANSPORTATION DEPARTMENT	
	Unrestricted - Regional Occupational Centers/Program (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	
	Unrestricted Discretionary Accounts	KENNEDY ELEMENTARY SCHOOL	
84183423	EDWARD B. COLE, SR. ACADEMY		\$36,526.00
	Fund 01 General Fund	CASH ACCOUNT	
84183567	THERAPEUTIC EDUCATION CENTERS		\$31,225.00
	Special Education	SPECIAL EDUCATION	
84183570	WALTERS WHOLESALE ELECTRIC		\$30,232.38
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
		WAREHOUSE AND DELIVERY	
	Ongoing & Major Maintenance Account	BUILDING SERVICES	
84183575	BANC OF AMERICA LEASING AND CAPITAL, LLC		\$957,743.14
	City of Santa Ana Redevelopment Fees	DISTRICT-WIDE	

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84183576	CDW GOVERNMENT, INC.		\$31,606.40
	ARRA Title 1 School Improvement Grant (SIG) PLAS	CENTURY HIGH SCHOOL	
	Economic Impact Aid	GARFIELD ELEMENTARY SCHOOL	
		LORIN GRISET ACADEMY	
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
	Head Start	CHILD DEVELOPMENT	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	GARFIELD ELEMENTARY SCHOOL	
		SPURGEON INTERMEDIATE SCHOOL	
	IASA: Title I Migrant Ed Regular and Summer Program	MIGRANT EDUCATION	
	Kinder Readiness Program II	EARLY CHILDHOOD EDUCATION	
	Unrestricted Discretionary Accounts	HENINGER ELEMENTARY SCHOOL	
		LOWELL ELEMENTARY SCHOOL	
		MARTIN ELEMENTARY SCHOOL	
		TAFT ELEMENTARY SCHOOL	
		VALLEY HIGH SCHOOL	
		WILLARD INTERMEDIATE SCHOOL	
84183589	ORANGE COUNTY DEPARTMENT OF EDUCATION		\$135,560.12
	ARRA Title 1 School Improvement Grant (SIG) PLAS	CENTURY HIGH SCHOOL	
		SADDLEBACK HIGH SCHOOL	
		SANTA ANA HIGH SCHOOL	
		SIERRA PREPARATORY ACADEMY	
		VALLEY HIGH SCHOOL	
		WILLARD INTERMEDIATE SCHOOL	
	COPS 2006 Secure Our Schools	RISK MANAGEMENT	
	NCLB: Title I, School Improvement Grant QEIA	SANTA ANA HIGH SCHOOL	
	Special Ed: Mental Health Services	SPECIAL EDUCATION	
	Unrestricted Discretionary Accounts	INFORMATION TECHNOLOGY CENTER	
		WILSON ELEMENTARY SCHOOL	

SAUSD Board of Education Warrant Listing

July 01, 2013

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84183521	V3 SYSTEMS, INC. Risk Management - Undesignated Unrestricted Discretionary Accounts	RISK MANAGEMENT INFORMATION TECHNOLOGY CENTER	\$28,824.64

Fund 09 Charter School Fund

84183600	NOVA ACADEMY EARLY COLLEGE HIGH SCHOOL Fund 09 Charter School Fund	CASH ACCOUNT	\$29,803.00
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Fund 13 Cafeteria Fund

84183610	DRIFTWOOD DAIRY Child Nutrition: School Programs	FOOD 4 THOUGHT SEGERSTROM HIGH SCHOOL	\$45,579.75
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84183615	GOLD STAR FOODS Child Nutrition: School Programs	FOOD 4 THOUGHT SEGERSTROM HIGH SCHOOL VALLEY HIGH SCHOOL	\$141,898.52
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84183616	GOLD STAR FOODS Child Nutrition: Fresh Fruits and Vegetable Program	FOOD 4 THOUGHT	\$50,486.75
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Fund 24 SAUSD GO Bond, 2008 Election, Series A Building Fund

84183633	VERIZON SELECT SERVICES, INC. Fund 24 SAUSD GO Bond, 2008 Election, Series A Building Fund	ROOSEVELT ELEMENTARY SCHOOL	\$56,132.10
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Fund 35 County School Facilities Fund

84183599	SILVER-CREEK INDUSTRIES, INC. Fund 35 OPSC School Facilities Bond Projects-Second Issuance	LATHROP INTERMEDIATE SCHOOL	\$260,718.04
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84183644	VERIZON SELECT SERVICES, INC. Fund 35 OPSC School Facilities Bond Projects Fund 35 OPSC School Facilities Bond Projects-Second Issuance	CENTURY HIGH SCHOOL HOOVER ELEMENTARY SCHOOL ROOSEVELT ELEMENTARY SCHOOL	\$629,428.36
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SAUSD Board of Education Warrant Listing

July 01, 2013

Page 5 of 5

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 68 Workers' Compensation			
84183648	SANTA ANA UNIFIED SCHOOL DISTRICT WORKERS' Fund 68 Workers' Compensation	RISK MANAGEMENT	\$101,249.00
Fund 81 Property & Liability			
84183652	CORVEL CORPORATION Fund 81 Property & Liability	RISK MANAGEMENT	\$46,494.12
Grand Total:			\$5,109,564.77

AGENDA ITEM BACKUP SHEET
July 23, 2013

Board Meeting

TITLE: **Approval/Ratification of Listing of Agreements/Contracts with Santa Ana Unified School District and Various Consultants Submitted for Period of June 12, 2013 through July 9, 2013**

ITEM: **Consent**

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

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 June 12, 2013 through July 9, 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 June 12, 2013 through July 9, 2013.

SP:mm



2013-14 LISTING OF CONSULTANTS/CONTRACTED SERVICES
Submitting Division: Educational Services
July 23, 2013

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED	REQ. NO.
1.	Playworks	Kennedy Elementary School: Will provide coordination of recess and lunch time for playground games and sports as well as introduce skill-building exercise for grades K-5.	August 27, 2013 through June 30, 2014		EIA	\$30,000.00	145768
2.	Nancy Fetzer	Wilson Elementary School: Will provide professional development on teaching Common Core State Writing Standards. K-5 grade teachers will learn teaching strategies to enhance their daily writing instruction.	November 7, 2013 and January 23, 2014		Title I	\$3,400.00	145824
3.	Scholastic Education	Saddleback High School: Will provide training in effective implementation of the System 44 and READ 180 intensive intervention programs for teachers and administrators.	August 1, 2013 through June 30, 2014		SIG Grant Fund	\$16,093.00	145890
4.	The Silicon Valley Mathematics Initiative, LLC	Educational Services: Will provide a five-day math professional development Summer Institute in August 2013 with make-up days in September and November. Also, will provide five two-day professional development/math coaching sessions throughout the school year to support teachers at 4 th , 8 th , and 9 th grades.	July 24, 2013 through June 30, 2014		SD Bechtel, Jr. Foundation Grant	\$126,350.00	145759
5.	Key Data Systems	Educational Services: Will provide data reports for schools and the District in a variety of accountability areas that include AYP, API, and STAR assessment. Additionally, three webinars will be provided on the creative use of data research.	July 1, 2013 through June 30, 2014		EIA	\$56,500.00	145832

2013-14 LISTING OF CONSULTANTS/CONTRACTED SERVICES

Submitting Division: Educational Services

July 23, 2013

Page 2

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED	REQ. NO.
6.	Pivot Learning Partners	Educational Services: Will continue to build and expand the capacity of leaders to support the District Strategic Plan. Also, will provide professional development/cohort coaching for Instructional Services District Administrators to build leadership capacity, coherence, and communications in advancing the planning and delivery of professional development on Common Core State Standards.	July 1, 2013 through June 30, 2014	X	Title II	\$245,000.00	145664
7.	Trash 4 Teaching	EL Programs: Will provide Migrant Education students hands-on learning through STEM (Science, Technology, Engineering, Math) with resourced clean, safe, inspiring items that local businesses discard in abundance. Students will be learning NASA's Beginning Engineering, Science, & Technology (B.E.S.T.) which is a collection of nine space-themed engineering challenges designed for students in grades K-8, with three age-appropriate levels of curriculum to help students experiment, build, and draw their ideas.	August 5, 6, and 7, 2013		Migrant Ed.	\$7,500.00	145599
8.	Catapult Learning, LLC	EL Programs: Will provide student intervention instruction in Reading and/or Math and Parent Involvement services to St. Ann, St. Joseph, School of Our Lady, and St. Barbara private schools. Elementary and Secondary Education Act (ESEA) required services under Title I and Title III for qualifying private school students.	August 19, 2013 through July 31, 2014		Title I and Title III	\$56,414.92	145827

2013-14 LISTING OF CONSULTANTS/CONTRACTED SERVICES

Submitting Division: Educational Services

July 23, 2013

Page 3

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED	REQ. NO.
9.	Jump Start	Head Start: Will provide literacy activities to parents and students in all Head Start school sites in one classroom two days a week at no cost to the District.	September 26, 2013 through May 30, 2014		N/A	At no cost to District	N/A
10.	Kenna L. Figueroa	Head Start: Will work on an as-needed basis to provide consultation and guidance to parents and staff on health related issues.	July 24, 2013 through June 6, 2014		Head Start	\$50,000.00	145927
11.	Ocean Institute	Sepulveda Elementary School: Will provide science lessons which are aligned with classroom instruction and the next generation Science Standards for students grades K-3 at no cost to the District.	September 2, 2013 through June 18, 2014		N/A	At no cost to District	N/A
12.	Jeff Alan Zwiers	Educational Services: Will speak to approximately 200 classified and certificated managers on Management Advanced Day regarding Collaborative Conversations and the work from his book <i>Academic Conversations</i> .	August 15, 2013		Title III	\$2,500.00	146227

2013-14 LISTING OF CONSULTANTS/CONTRACTED SERVICES
Submitting Division: Business Services
July 23, 2013

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED	REQ. NO.
13.	School Innovations and Advocacy	Will provide Attention2Attendance services which are not currently available from applications in current use by the District.	July 24, 2013 through June 30, 2014	X	General Fund	\$168,000.00	145392
14.	Mike Perry	Will provide de-escalation strategies for Tier II and Tier III behaviorally challenged students to be reimbursed by Blue Shield.	July 24, 2013 through June 30, 2014		Wellness Fund	\$20,000.00	145672

2013-14 LISTING OF CONSULTANTS/CONTRACTED SERVICES
Submitting Division: Support Services
July 23, 2013

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED	REQ. NO.
15.	Natasha Adamo	Will provide an independent educational evaluation in psychological/educational areas for a special education student.	July 24, 2013 through June 30, 2014	X	Special Ed.	\$4,000.00	145908
16.	Dr. Pedro Noguera	Will provide training to District managers on Management Advanced Day on creating a positive school climate.	July 24, 2013		California Endowment Grant	\$8,000.00	146290

AGENDA ITEM BACKUP SHEET

July 23, 2013

Board Meeting

TITLE: Approval of Rejection of Government Code §910 and §910.2 Claim Against Santa Ana Unified School District – File No. 13-10641 DP

ITEM: Consent

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

PREPARED BY: Camille Boden, Executive Director, Risk Management

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to reject the Government Code §910 and §910.2 claim against the District, File No. 13-10641 DP.

DESCRIPTION OF DAMAGE/INJURY:

Claimant requests reimbursement for damages to personal vehicle.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve recommendation to reject Government Code §910 and §910.2 claim File No. 13-10641 DP against the District.

AGENDA ITEM BACKUP SHEET
July 23, 2013

Board Meeting

TITLE: Authorization to Renew Letter of Agency for Participation in E-rate Consortium for K-12 High Speed Network for Period of July 1, 2014 through June 30, 2017

ITEM: Consent

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to renew the Letter of Agency (LOA) application (attached) for a three-year period for participation in the California school districts and County Offices of Education in a statewide consortium led by the Corporation for Education Network Initiatives in California (CENIC) to pursue E-rate discounts. The K-12 participation is managed by the K-12 High Speed Network (K-12HSN). The LOA is valid for a three-year period beginning July 1, 2014 through June 30, 2017.

RATIONALE:

The California Department of Education is requesting District participation in the E-rate consortium. There is no fee to join the consortium, and District participation will directly contribute to the increase in funding for the statewide network. Participation in the E-rate consortium will not affect the District's ability to apply for and obtain individual Federal E-rate dollars. All California school districts and County Offices of Education will benefit through the statewide K-12HSN.

FUNDING:

Not Applicable

RECOMMENDATION:

Authorize to renew the Letter of Agency for participation in E-rate consortium for K-12 High Speed Network for the period of July 1, 2014 through June 30, 2017.

Letter of Agency

Please complete and return this Letter of Agency (LOA) by **October 26, 2013**, to:

K–12 High Speed Network
c/o Imperial County Office of Education
1398 Sperber Road
El Centro, CA 92243

From:

Name of School District or County Office of Education

County

This Letter of Agency (LOA) is to confirm participation in the Corporation for Education Network Initiatives in California (CENIC) E-rate Consortium as an eligible member entity for E-rate discounts in 2014–15, 2015–16 and 2016-17 E-rate application years. I authorize CENIC (E-rate Entity No. 225495), under contract with the Imperial County Office of Education (ICOE), to act on my behalf in matters related to the federal E-rate discount program for the purposes of securing those discounts on eligible kindergarten through grade twelve (K–12) telecommunications services. I understand that in submitting E-rate forms which include us in the consortium, CENIC is making certifications for our school system. By signing this LOA, I make the following certifications on behalf of our entity:

1. I certify that the schools in our system are all schools under the statutory definitions of elementary and secondary schools found in the Elementary and Secondary Education Act of 1956, which do not operate as for-profit businesses and do not have endowments exceeding 50 million dollars.
2. The schools in our system have secured access to all of the resources, including computers, training, software, maintenance, and electrical connections necessary to make effective use of the discounted telecommunications services acquired by CENIC on our behalf.
3. I certify that the CENIC E-rate discounted services our school system may use (as described in the law, 47 U.S.C. § 254) will be used primarily for educational purposes and will not be sold, resold, or transferred in consideration for money or any other item of value.
4. I certify that the entities eligible for support that I am representing have complied with all of the applicable state and local laws regarding procurement of services for which support is being sought.
5. I understand that the E-rate discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged eligible entities that are treated as sharing in the service, receive an appropriate share of benefits from those services.

6. I understand that savings realized by CENIC on behalf of the consortium members are to be used to benefit consortium members.
7. I certify that I am authorized to sign this LOA and to the best of my knowledge, information and belief, all information provided to CENIC for its role as consortium lead under E-rate is true and correct.
8. I understand that because CENIC must prepare its statewide application in advance, CENIC may use older National School Lunch Program (NSLP) (free/reduced lunch eligibility) data that varies from the NSLP data we may use in our own E-rate applications. We therefore agree in advance that whatever NSLP data CENIC uses and can verify to the satisfaction of Universal Service Administrative Company/ Schools and Libraries Division (USAC/SLD) shall be the correct NSLP data for CENICs consortium application for our entity.

I understand that persons willfully making false statements on the E-rate forms or through this LOA can be punished by fine or forfeiture, under Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C.

1. _____
Printed Name of School System (District, COE, ROP) (Required)
2. _____
School System's County-District-School Number (CDS Code) (Required)
3. _____
School District FCC# (Required)
4. _____
USAC/E-rate Entity # (Required)
5. _____
Signature of authorized person (Required) _____ Date Signed
6. _____
Printed name of authorized person (Required)
7. _____
Title or position of authorized person (Required)
8. _____
Phone for School System (Required)
9. _____
Printed name of contact person, if different from No. 6 above (Required)
10. _____
Phone for contact person (Required)
11. _____
Printed e-mail for contact person (Optional)

AGENDA ITEM BACKUP SHEET**July 23, 2013****Board Meeting**

TITLE: **Authorization to Extend Contract for Purchase and Installation of Audio Visual Systems at Various E-rate Qualified Sites at 88% with Federal Communications Commission E-rate Funding, with Digital Networks Group, Inc., for E-rate Year 14**

ITEM: **Consent**

SUBMITTED BY: **Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations, CBO
Joe Dixon, Assistant Superintendent, Facilities and Governmental Relations**

PREPARED BY: **Jonathan Geiszler, Director, Purchasing and Stores
Ricardo Enz, Director, Information Technology Center**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to authorize staff to extend the contract for the purchase and installation of audio visual systems at various E-rate qualified sites at 88% with Federal Communications Commission (FCC) E-rate funding, with Digital Networks Group, Inc., for E-rate Year 14.

RATIONALE:

At its March 22, 2011 meeting, the Board approved a contract with Digital Networks Group, Inc., for E-rate Year 14, fiscal Year 2011-12, for the purchase and installation of audio visual systems, pursuant to Bid No. 26-11, at the following sites:

Davis Elementary	King Elementary	Lathrop Intermediate
Edison Elementary	Pio Pico Elementary	MacArthur Fundamental Intermediate
Franklin Elementary	Remington Elementary	McFadden Intermediate
Fremont Elementary	Romero-Cruz Elementary	Villa Fundamental Intermediate
Garfield Elementary	Sepulveda Elementary	Willard Intermediate
Harvey Elementary	Thorpe Fundamental Elementary	Godinez Fundamental High School
Jackson Elementary	Wilson Elementary	Seegerstrom High School

The District received E-rate funding for this project. However, all aspects of the installation have not been completed. The FCC allows the extension of spending to provide sufficient time to complete. This project is a continuation of previous E-rate funding upgrades and enhancements to the network; there will be no change in the original awarded scope of work or vendor. This item only provides for an extension of time to complete work under the terms of the original bid. Staff requests that this contract be extended from October 1, 2013 through September 30, 2014.

FUNDING:

Measure G Bond 12%:	\$54,235.08
E-rate Contribution 88%:	<u>\$397,723.92</u>
Total Cost:	<u>\$451,959.00</u>

No change in original funding above.

RECOMMENDATION:

Authorize staff to extend the contract for purchase and installation of audio visual systems at various E-rate qualified sites at 88% with Federal Communications Commission funding with Digital Networks Group, Inc., pursuant to Bid No. 26-11, and the provisions of Public Contract Code Section 20118.

SP:mm 

AGENDA ITEM BACKUP SHEET
July 23, 2013

Board Meeting

TITLE: **Authorization to Extend Contract for Purchase and Installation of Audio Visual Systems at Various E-rate Qualified Sites at 90% with Federal Communications Commission E-rate Funding, with Digital Networks Group, Inc., for E-rate Year 14**

ITEM: **Consent**
SUBMITTED BY: **Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations, CBO**
Joe Dixon, Assistant Superintendent, Facilities and Governmental Relations
PREPARED BY: **Jonathan Geiszler, Director, Purchasing and Stores**
Ricardo Enz, Director, Information Technology Center

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to authorize staff to extend the contract for the purchase and installation of audio visual systems at various E-rate qualified sites at 90% with Federal Communications Commission (FCC) E-rate funding, with Digital Networks Group, Inc., for E-rate Year 14.

RATIONALE:

At its March 22, 2011 meeting, the Board approved a contract with Digital Networks Group, Inc., for E-rate Year 14, fiscal year 2011-12, for the purchase and installation of audio visual systems, pursuant to Bid No. 26-11, at the following sites:

Davis Elementary	King Elementary	Lathrop Intermediate
Edison Elementary	Pio Pico Elementary	MacArthur Fundamental Intermediate
Franklin Elementary	Remington Elementary	McFadden Intermediate
Fremont Elementary	Romero-Cruz Elementary	Villa Intermediate
Garfield Elementary	Sepulveda Elementary	Willard Intermediate
Harvey Elementary	Thorpe Fundamental Elementary	Godinez Fundamental High School
Jackson Elementary	Wilson Elementary	Segerstrom High School

The District received E-rate funding for this project. However, all aspects of the installation have not been completed. The FCC allows the extension of spending to provide sufficient time to complete. This project is a continuation of previous E-rate funding upgrades and enhancements to the network; there will be no change in the original awarded scope of work or vendor. This item only provides for an extension of time to complete work under the terms of the original bid. Staff requests that this contract be extended from October 1, 2013 through September 30, 2014.

FUNDING:

Measure G Bond 10%:	\$209,198.83
E-rate Contribution 90%:	<u>\$1,882,790.39</u>
Total Cost:	<u>\$2,091,989.22</u>

No change in original funding above.

RECOMMENDATION:

Authorize staff to extend the contract for purchase and installation of audio visual systems at various E-rate qualified sites at 90% with Federal Communications Commission funding with Digital Networks Group, Inc., pursuant to Bid No. 26-11, and the provisions of Public Contract Code Section 20118.

SP:mm 

AGENDA ITEM BACKUP SHEET
July 23, 2013

Board Meeting

TITLE: **Authorization to Extend Contract for Purchase and Installation of Major Network Equipment, Wireless and Installation of Structured Cabling System at Various E-rate Qualified Sites at 88% with Federal Communications Commission E-rate Funding, with NexusIS for E-rate Year 14**

ITEM: **Consent**
SUBMITTED BY: **Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations, CBO**
Joe Dixon, Assistant Superintendent, Facilities and Governmental Relations
PREPARED BY: **Jonathan Geiszler, Director, Purchasing and Stores**
Ricardo Enz, Director, Information Technology Center

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to authorize staff to extend the contract for the purchase and installation of major network equipment and installation of structured cabling system at various E-rate qualified sites at 88% with Federal Communications Commission (FCC) E-rate funding, with NexusIS for E-rate Year 14.

RATIONALE:

At its January 11, 2011 meeting, the Board approved a contract with NexusIS for E-rate Year 14, fiscal year 2011-12, for the purchase and installation of major network equipment, wireless and the installation of structured cabling system, pursuant to Bid No. 14-11, at the following sites:

Davis Elementary	King Elementary	Lathrop Intermediate
Edison Elementary	Pio Pico Elementary	MacArthur Fundamental Intermediate
Franklin Elementary	Remington Elementary	McFadden Intermediate
Fremont Elementary	Romero-Cruz Elementary	Villa Fundamental Intermediate
Garfield Elementary	Sepulveda Elementary	Willard Intermediate
Harvey Elementary	Thorpe Fundamental Elementary	Godinez Fundamental High School
Jackson Elementary	Wilson Elementary	Seegerstrom High School

The District received E-rate funding for this project. However, all aspects of the installation have not been completed. The FCC allows the extension of spending to provide sufficient time to complete. This project is a continuation of previous E-rate funding upgrades and enhancements to the network; there will be no change in the original awarded scope of work or vendor. This item only provides for an extension of time to complete work under the terms of

the original bid. Staff requests that this contract be extended from October 1, 2013 through September 30, 2014.

FUNDING:

Measure G Bond 12%:	\$310,006.12
E-rate Contribution 88%:	<u>\$2,273,378.18</u>
Total Cost:	<u>\$2,583,384.30</u>

No change in original funding above.

RECOMMENDATION:

Authorize staff to extend the contract for purchase and installation of major network equipment, wireless and installation of structured cabling system at various E-rate qualified sites at 88% with Federal Communications Commission funding with NexusIS, pursuant to Bid No. 14-11, and the provisions of Public Contract Code Section 20118.

SP:mmm 

AGENDA ITEM BACKUP SHEET

July 23, 2013

Board Meeting

TITLE: **Authorization to Extend Contract for Purchase and Installation of Major Network Equipment, Wireless and Installation of Structured Cabling System at Various E-rate Qualified Sites at 90% with Federal Communications Commission E-rate Funding, with NexusIS for E-rate Year 14**

ITEM: **Consent**

SUBMITTED BY: **Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations, CBO
Joe Dixon, Assistant Superintendent, Facilities and Governmental Relations**

PREPARED BY: **Jonathan Geiszler, Director, Purchasing and Stores
Ricardo Enz, Director, Information Technology Center**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to authorize staff to extend the contract for the purchase and installation of major network equipment, wireless and installation of structured cabling system at various E-rate qualified sites at 90% with Federal Communications Commission (FCC) (E-rate) funding, with NexusIS for E-rate Year 14.

RATIONALE:

At its January 11, 2011 meeting, the Board approved a contract with NexusIS for E-rate Year 14, fiscal year 2011-12, for the purchase and installation of major network equipment, wireless and the installation of structured cabling system, pursuant to Bid No. 14-11, at the following sites:

Davis Elementary	King Elementary	Lathrop Intermediate
Edison Elementary	Pio Pico Elementary	MacArthur Fundamental Intermediate
Franklin Elementary	Remington Elementary	McFadden Intermediate
Fremont Elementary	Romero-Cruz Elementary	Villa Fundamental Intermediate
Garfield Elementary	Sepulveda Elementary	Willard Intermediate
Harvey Elementary	Thorpe Fundamental Elementary	Godinez Fundamental High School
Jackson Elementary	Wilson Elementary	Seegerstrom High School

The District received E-rate funding for this project. However, all aspects of the installation have not been completed. The FCC allows the extension of spending to provide sufficient time to complete. This project is a continuation of previous E-rate funding upgrades and enhancements to the network; there will be no change in the original awarded scope of work or vendor. This item only provides for an extension of time to complete work under the terms of

the original bid. Staff requests that this contract be extended from October 1, 2013 through September 30, 2014.

FUNDING:

Measure G Bond 10%:	\$1,217,779.00
E-rate Contribution 90%:	<u>\$10,960,011.40</u>
Total Cost:	<u>\$12,177,790.40</u>

No change in original funding above.

RECOMMENDATION:

Authorize staff to extend the contract for purchase and installation of major network equipment, wireless and installation of structured cabling system at various E-rate qualified sites at 90% with Federal Communications Commission funding with NexusIS, pursuant to Bid No. 14-11, and the provisions of Public Contract Code Section 20118.

SP:mm 

AGENDA ITEM BACKUP SHEET
July 23, 2013

Board Meeting

TITLE: **Authorization to Extend Contract for Purchase and Installation of Major Network Equipment, Wireless and Installation of Structured Cabling System at Various E-rate Qualified Sites at 90% with Federal Communications Commission E-rate Funding, with AT&T for E-rate Year 15**

ITEM: **Consent**
SUBMITTED BY: **Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations, CBO**
Joe Dixon, Assistant Superintendent, Facilities and Governmental Relations

PREPARED BY: **Jonathan Geiszler, Director, Purchasing and Stores**
Ricardo Enz, Director, Information Technology Center

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to authorize staff to extend the contract for the purchase and installation of major network equipment, wireless and installation of structured cabling system at various E-rate qualified sites at 90% with Federal Communications Commission (FCC) (E-rate) funding, with AT&T for E-rate Year 15.

RATIONALE:

At its February 14, 2012 meeting, the Board approved a contract with AT&T for E-rate Year 15, fiscal year 2012-13, for the purchase and installation of major network equipment, wireless and the installation of structured cabling system, pursuant to Bid No. 13-12, at the following sites:

Lowell Elementary	Diamond Elementary	Carr Intermediate
Madison Elementary	Martin Elementary	Sierra Intermediate
Santiago Elementary	Greenville Elementary	Spurgeon Intermediate
Monroe Elementary	Muir Fundamental Elementary	Saddleback High School
Taft Elementary	Santa Ana High School	Chavez High School
Community Day	Lorin Grisct Academy	Middle College High School
Intermediate and High School	Valley High School	District Office
Mitchell Child Development Center		

The District received E-rate funding for this project. However, all aspects of the installation have not been completed. The FCC allows the extension of spending to provide sufficient time to complete. This project is a continuation of previous E-rate funding upgrades and enhancements to the network; there will be no change in the original awarded scope of work or vendor. This item only provides for an extension of time to complete work under the terms of the original bid. Staff requests that this contract be extended from October 1, 2013 through September 30, 2014.


FUNDING:

Measure G Bond 10%:	\$1,499,351.46
E-rate Contribution 90%:	<u>\$13,494,163.10</u>
Total Cost:	<u>\$14,993,514.56</u>

No change in original funding above.

RECOMMENDATION:

Authorize staff to extend the contract for purchase and installation of major network equipment, wireless and installation of structured cabling system at various E-rate qualified sites at 90% with Federal Communications Commission funding with NexusIS, pursuant to Bid No. 13-12, and the provisions of Public Contract Code Section 20118.

SP:mm 

AGENDA ITEM BACKUP SHEET
July 23, 2013

Board Meeting

TITLE: Adoption of Resolution No. 13/14-2979 – Revision of Authorized Signatories

ITEM: Consent

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board adoption of Resolution No. 13/14-2979, 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. 13/14-2979 – revision of authorized signatories.

SP:mmm 

RESOLUTION NO. 13/14-2979
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. 13/14-2979 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 2013-14 school year on behalf of the District:

- **Charles E. McCully, Interim Superintendent**
- Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations
- Joe Dixon, Assistant Superintendent, Facilities and Governmental Relations
- Peter Anthony Wold, Ed.D., Executive Director, Business Operations

1 NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Santa Ana
2 Unified School District that the following persons are authorized to sign all
3 applications and reports connected with the Child & Adult Care Food Program, Food
4 Distribution Program and the National School Lunch Program for the 2013-14 school
5 year on behalf of the District:

- 6
- 7 • **Charles E. McCully, Interim Superintendent**
- 8 • Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations
- 9 • Joe Dixon, Assistant Superintendent, Facilities and Governmental Relations
- 10 • Mark Chavez, Director, Food Services
- 11

12 NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Santa Ana
13 Unified School District that the following persons are authorized to sign all
14 financial transactions; payroll warrants, vendor payment documents, reissuance of
15 warrants, ASB warrants, and voided warrants for the 2013-14 school year on behalf
16 of the District:

- 17
- 18 • **Charles E. McCully, Interim Superintendent**
- 19 • Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations
- 20 • Christeen Betz, Director, Accounting
- 21 • Kara Wantlin, Assistant Director, Payroll
- 22

23 NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Santa Ana
24 Unified School District that the following persons are authorized to sign all
25 financial transactions, federal and state applications, reports and forms for the
26 2013-14 school year on behalf of the District:

- 27
- 28 • **Charles E. McCully, Interim Superintendent**
- 29 • Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations
- 30 • Peter Anthony Wold, Ed.D., Executive Director, Business Operations
- 31 • Swandayani Singgih, Director, Budget
- 32

33 NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Santa Ana
34 Unified School District that the following persons are authorized to sign manually
35 or by facsimile, employment-related notices for District personnel whose
36 employment status has been authorized or ratified by the Board of Education, and
37 related documents for the 2013-14 school year on behalf of the District:

- 1 • **Charles E. McCully, Interim Superintendent**
- 2 • Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations
- 3 • **Mark A. McKinney, Associate Superintendent, Human Resources**
- 4 • Bianca E. Barquin, Director, Human Resources

5
6 NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Santa Ana
7 Unified School District that the following persons are authorized to sign any
8 other contract, agreement, federal and state applications or forms that have been
9 authorized or ratified by the Board of Education for the 2013-14 school year on
10 behalf of the District:

- 11
- 12 • **Charles E. McCully, Interim Superintendent**
- 13 • Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations
- 14 • Dawn Miller, Assistant Superintendent, Secondary Education
- 15 • **Michelle Rodriguez, Ed.D., Chief Academic Officer, Educational Services**
- 16 • Doreen Lohnes, Assistant Superintendent, Support Services
- 17 • Joe Dixon, Assistant Superintendent, Facilities and Governmental Relations
- 18 • Edward Winchester, Director, Secondary Student Achievement/Charter Schools
- 19

20 NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Santa Ana
21 Unified School District that the following persons are authorized to sign all
22 Community Care Licensing contracts, documents, applications, and matters relating
23 to services for SAUSD Kinder Readiness Preschool, State Preschool Programs, and
24 SAUSD Head Start Program that have been authorized or ratified by the Board of
25 Education for the 2013-14 school year on behalf of the District:

- 26
- 27 • Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations
- 28 • **Michelle Rodriguez, Ed.D., Chief Academic Officer, Educational Services**
- 29 • Janneth Linnell, Early Childhood Education Coordinator
- 30 • Charlotte Ervin, Head Start Coordinator
- 31
- 32
- 33

34 Upon motion of Member _____ and duly seconded, the
35 foregoing Resolution was adopted by the following vote:

36
37 AYES:
38 NOES:
39 ABSENT:
40

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STATE OF CALIFORNIA)
) SS:
COUNTY OF ORANGE)

I, Audrey Yamagata-Noji, Clerk of the Board of Education of the Santa Ana Unified School District of Orange County, California, hereby certify that the above and foregoing Resolution was duly adopted by the said Board at a regular meeting thereof held on the 23rd day of July, 2013, and passed by a vote of _____ of said Board.

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

Audrey Yamagata-Noji, Ph.D.,
Clerk of the Board of Education
Santa Ana Unified School District

AGENDA ITEM BACK-UP SHEET
July 23, 2013

Board Meeting

TITLE: Authorization to Utilize Fontana Unified School District Contract with Driftwood Dairy for Purchase of Dairy and Juice Products District-wide

ITEM: Consent
SUBMITTED BY: Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations, CBO
PREPARED BY: Mark Chavez, Director, Food Services
 Jonathan Geiszler, Director, Purchasing and Stores

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to utilize contract awarded to Driftwood Dairy, for the purchase of dairy and juice products District-wide, pursuant to Fontana Unified School District (FUSD) piggyback contract No. 12/13-1377. Orange County Department of Education Legal Services has reviewed and approved the use of this contract.

RATIONALE:

On June 5, 2013 meeting, the FUSD entered into piggyback contract No. 12/13-1377, with Driftwood Dairy which grants local government agencies the ability to purchase dairy and juice products under their awarded contract. The contract will continue in effect until termination by the District for a period not to exceed three years. This agreement remains in effect until June 2016.

The District may, without going to bid, utilize such contracts pursuant to California Public Contract Code Sections 20118 and 10298. The contract prices offered by Driftwood Dairy are fair, reasonable, and competitive. Staff has determined that it is in the best interest of the District to utilize the contract awarded to Driftwood Dairy as allowed under contract No. 12/13-1377.

FUNDING:

Cafeteria Fund

RECOMMENDATION:

Authorize staff to utilize contract for the purchase of dairy and juice products District-wide awarded by Fontana Unified School District to Driftwood Dairy, pursuant to piggyback contract No. 12/13-1377.

SP:mn



AGENDA ITEM BACKUP SHEET
July 23, 2013

Board Meeting

TITLE: **Approval of Substitute Subcontractor for Bid Package No. 12 General Construction – Abatement at Greenville Fundamental Elementary School Under Modernization Program**

ITEM: **Consent**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to substitute the subcontractor for Bid Package No. 12 General Construction – Abatement for the Modernization project at Greenville Fundamental Elementary School as per Public Contract Code Section 4107; “when the subcontractor listed in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract or fails or refuses to meet the bond requirement for the scope of work specified.”

RATIONALE:

At its April 23, 2013 meeting, the Board awarded a contract for Bid Package No. 12 General Construction at Greenville Fundamental Elementary School to M.S. Construction Management Group. M.S. Construction Management Group has requested the substitution from Naya Service, Inc., to J&J Environmental Construction Corporation as the abatement subcontractor due to the failure of Naya Service, Inc., to execute a written contract. The District has followed Public Contract Code Section 4107.

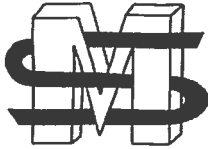
FUNDING:

Not Applicable

RECOMMENDATION:

Approve J&J Environmental Construction Corporation as the substitute subcontractor for Bid Package No. 12 General Construction – Abatement at Greenville Fundamental Elementary School under the Modernization Program.





M.S. Construction Mgmt. Group
General Engineering Contractors

License # 721738
Commercial . Residential

Date: May 14, 2013

TO : Mr. Todd Butcher
Santa Ana Unified School District
1601 East Chestnut Ave.
Santa Ana, Ca. 92701-6322
San Dimas, California 91773

VIA E-MAIL
jpark@balfourbeattyus.com

Re: **Request for Subcontractor Substitution**
Greenville F. Elementary School Modernization Phase 2

Dear Mr. Butcher,

On April 25, 2013, we informed by our listed "Abatement" Subcontractor "Naya Service Inc." that, due to their extreme heavy workload they will not be able to perform work at the above captioned project, and requested that their bid to be withdrawn.

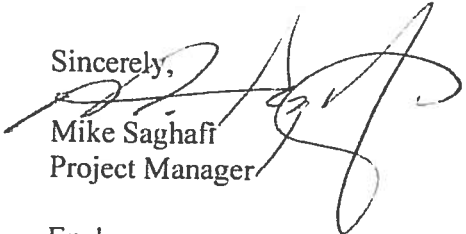
Enclosed, Please find the withdrawal letter dated April 25, 2013 which we have received from our listed Subcontractor "Naya Service Inc."

Please be advised that M.S. Construction Mgmt. Group has chosen another qualified and licensed Abatement subcontractor "J&J Environmental Construction Corp " to replace "Naya Service Inc.". The following are the information related to the replacement company for the substitution of the above listed subcontractor:

J&J Environmental Construction Corp
2324 S. vineyard Ave. Suite A
Ontario, Ca. 91761
CSL#884290

Pursuant to Public Contract Code Section 4107 (a)(1), we would like to request your consideration in this matter at your earliest convenient, as time is of the essence. If you have any questions, please do not hesitate to contact me at your convenience.

Sincerely,


Mike Saghaff
Project Manager

Encl.

Naya Services Inc.

1490 S. Vineyard Ave # E - Ontario, CA 91761

Tel: (909) 923-2704 ~ Fax: (909) 923-2769

Proposal Withdrawal

MS Construction Management Group

32565B Golden Lantern #475
Dana Point, CA 92629

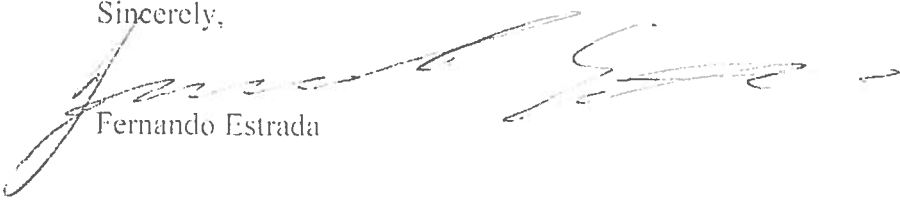
April 25, 2013

Mike Saghafi

Re: Greenville F E School Modernization Phase II-Santa Ana, CA

Thank you for giving us the opportunity for performing abatement work at the above captioned project. However, we regret to inform you that due to our extreme heavy workload we have no choice but withdrawal our bid proposal for this project. We look forward to working with you on your future projects and we apologize for any inconvenience that this , may have caused you and we look forward to working with you on your future projects.

Sincerely,



Fernando Estrada

AGENDA ITEM BACKUP SHEET
July 23, 2013

Board Meeting

TITLE: **Approval of Substitute Subcontractor for Bid Package No. 12 General Construction – Plumbing at Greenville Fundamental Elementary School Under Modernization Program**

ITEM: **Consent**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to substitute the subcontractor for Bid Package No. 12 General Construction – Plumbing for the Modernization project at Greenville Fundamental Elementary School as per Public Contract Code Section 4107; “when the prime contractor demonstrates to the awarding authority, or its duly authorized officer, subject to the further provisions set forth in section 4107.5, that the name of the subcontractor was listed as the result of an inadvertent clerical error.”

RATIONALE:

At its April 23, 2013 meeting, the Board awarded a contract for Bid Package No. 12 General Construction at Greenville Fundamental Elementary School to M.S. Construction Management Group. M.S. Construction Management Group has requested the substitution from Pro-Craft Construction, Inc., to K E Rodgers Plumbing as the plumbing subcontractor due to a result of an inadvertent clerical error by M.S. Construction Management Group. The District has followed Public Contract Code Section 4107.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve K E Rodgers Plumbing as the substitute subcontractor for Bid Package No. 12 General Construction – Plumbing at Greenville Fundamental Elementary School under the Modernization Program.


JS,rb



M.S. Construction Mgmt. Group
General Engineering Contractors

License # 721738
Commercial . Residential

Date: May 14, 2013

TO : Mr. Todd Butcher
Santa Ana Unified School District
1601 East Chestnut Ave.
Santa Ana, Ca. 92701-6322
San Dimas, California 91773

VIA E-MAIL
ipark@balfourbeattyus.com

Re: **Request for Subcontractor Substitution**
Greenville F. Elementary School Modernization Phase 2

Dear Mr. Butcher,

On April 17, 2013, during the bidding process, our office received a bid proposal from "Pro-Craft Construction Inc." that was related to another project with the same School District (Spurgeon) which was bidding on the same morning (copy is enclosed). Therefore, we listed them as our plumbing subcontractor for the above mentioned project.

After the award of the contract we have contacted Pro-Craft and were informed that, they did not submit a bid for this project. After an internal investigation we have come to the conclusion that the Pro-Craft Bid that was utilized for this project was actually for "Spurgeon" project.

In an effort to work with Pro-Craft they have submitted a bid proposal dated 4/29/13 which exceeded our originally budgeted amount by a excessive margin of that indicated on their "Spurgeon" proposal for the plumbing portion of the work. After further communication with Pro-Craft Construction, they understood that how an error as such could happen on a day that 5 projects are bidding within an hour from each other, and they agreed to release M.S. Construction from any responsibility to contract the plumbing work associated with the above captioned project to their company.

Enclosed, Please find the release letter dated May 8, 2013 which we have received from our listed Subcontractor "Pro-Craft Construction Inc."

Please be advised that M.S. Construction Mgmt. Group has chosen another qualified and licensed Plumbing subcontractor "K E RODGERS PLUMBING " to replace "Pro-Craft Construction Inc.". The following are the information related to the replacement company for the substitution of the above listed subcontractor:

K E RODGERS PLUMBING
40414 ORCHARD PLACE
CHERRY VALLEY, CA 92223 - CSL# 734648

Pursuant to Public Contract Code Section 4107 (a)(1), we would like to request your consideration in this matter at your earliest convenient, as time is of the essence. If you have any questions, please do not hesitate to contact me at your convenience.

Sincerely,


Mike Saghafi
Project Manager

Encl.



Pro-Craft Construction, Inc.
31597 Outer Hwy. 10 South
Suite B, Redlands, CA 92373
909-790-5222 * Fax 909-797-2812
License # 467234 A, B, C-2, C-34, C-36, C-42,

Fax Cover Sheet

To:	MS Construction	Attn:	Mike Saghafi
Fax:	949-276-4874	Date:	5/8/2013
Phone:	949-276-5589	Pages:	1
Re:	Greenville Phase Two	From:	Tim McFayden

Plumbing • Piping • Engineering

This letter is to officially confirm that our company did not submit any bids for the Greenville Phase Two Project to any contractor prior to, or on bid day. Therefore any listing of our company for the Plumbing Systems must have been an error.

Pro-Craft Construction, Inc. did however issue a bid on 4-29-2013 that does not meet the budget restraints of the contractor.

Our company hereby releases MS Construction from any responsibility to contract the Plumbing Work associated with the Greenville Phase Two project to our company. Furthermore, Pro-Craft Construction, Inc. does not accept any responsibility whatsoever for the replacement plumbing contractor selected by MS Construction and accepted by Santa Ana Unified School District and/or The Construction Manager.

Thank You,

Tim McFayden, CEO

AGENDA ITEM BACKUP SHEET
July 23, 2013

Board Meeting

TITLE: Authorization to Award Contract for Replacement of Central Plant - Heating, Ventilation, and Air Conditioning System at Heninger Elementary School

ITEM: Consent

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

PREPARED BY: Dennis Ziegler, Director, Building Services

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to award a contract for the replacement of the central plant - Heating, Ventilation, and Air Conditioning (HVAC) system at Heninger Elementary School.

RATIONALE:

At the April 23, 2013 meeting, the Board authorized staff to obtain bids for replacement of the HVAC system at Heninger Elementary School. Legal advertisements of notice calling for bids were placed in the *Orange County Register* on May 24 and May 31, 2013. A job walk took place on June 5, 2013. On June 20, 2013, bid day, the District received three bids. Vendor selection is in compliance with Board Policy. The staff is in agreement that Liberty Climate Control, Inc., represents the lowest responsive bidder. The following is a list of all bids received:

Contractors:	Bid Amounts:
Liberty Climate Control, Inc.	\$398,340
Los Angeles Air Conditioning, Inc.	\$450,312
Anderson Air Conditioning, L.P.	\$534,400

FUNDING:

Deferred Maintenance/Routine Maintenance: \$398,340

RECOMMENDATION:

Authorize staff to award a contract to Liberty Climate Control Inc., the lowest responsive bidder, for the replacement of the central plant – heating, ventilation, and air conditioning system at Heninger Elementary School in the amount of \$ 398,340.

 JD:rb

AGENDA ITEM BACKUP SHEET
July 23, 2013

Board Meeting

TITLE: Authorization to Reject all Bids and Rebid Energy Efficient Related Projects for Air Conditioning Replacement at Harvey and Kennedy Elementary Schools

ITEM: Consent

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

PREPARED BY: Dennis Ziegler, Director, Building Services

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to reject all bids and rebid for energy efficient related projects for air conditioning (AC) replacement at Harvey and Kennedy elementary schools.

RATIONALE:

At the April 23, 2013 meeting, the Board authorized staff to obtain bids for the replacement of the multi-zone AC units at Harvey and Kennedy elementary schools. Legal advertisements of notice calling for bids were placed in the *Orange County Register* on May 24 and May 31, 2013. A job walk took place on June 5, 2013. Staff is in agreement that all bids be rejected. The three bids received exceeded the budget. The Board is requested to reject all bids and rebid the AC energy efficient projects at Harvey and Kennedy elementary schools.

FUNDING:

Proposition 39: (Contingent upon funding)

RECOMMENDATION:

Authorize staff to reject all bids and rebid the energy efficient related projects for air conditioning replacement at Harvey and Kennedy Elementary Schools, contingent upon Proposition 39 funding.

AGENDA ITEM BACKUP SHEET
July 23, 2013

Board Meeting

TITLE: Authorization to Obtain Bids for Replacement of Fencing at Pio Pico Elementary School

ITEM: Consent

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

PREPARED BY: Dennis Ziegler, Director, Building Services

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to obtain bids for the replacement of the fencing at Pio Pico Elementary School. Building Services has attempted to repair the fence; however, it is beyond economical repair and needs to be replaced at this time. The District's standard ornamental fencing will be used on the exterior of the campus.

RATIONALE:

The replacement of the fencing will ensure the integrity of the campus, provide added security, and help prevent vandalism to the school site.

FUNDING:

Capital Facilities Fund

RECOMMENDATION:

Authorize staff to obtain bids for the replacement of fencing at Pio Pico Elementary School.

AGENDA ITEM BACK-UP SHEET
July 23, 2013

Board Meeting

TITLE: Authorization to Utilize Palo Verde Unified School District Contract with Tandus Flooring, Inc., for Purchase of Carpet and Flooring Products District-wide

ITEM: Consent

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

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

PREPARED BY: Dennis Ziegler, Director, Building Services

Jonathan Geiszler, Director, Purchasing and Stores

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to utilize the contract awarded to Tandus Flooring, Inc., for the purchase of carpet and flooring products District-wide, pursuant to Palo Verde Unified School District (PVUSD) piggyback contract No. B-111202. Orange County Department of Education Legal Services has reviewed and approved the use of this contract.

RATIONALE:

On May 1, 2012, the PVUSD entered into piggyback contract No. B-111202, with Tandus Flooring, Inc., which grants local government agencies the ability to purchase carpet and flooring products under their awarded contract. The contract will continue in effect until termination by the District for a period not to exceed four years. This agreement remains in effect until June 2016.

The District can, without going to bid, utilize such contracts pursuant to California Public Contract Code Sections 20118 and 10298. The contract prices offered by Tandus Flooring, Inc., are fair, reasonable, and competitive. Staff has determined that it is in the best interest of the District to utilize the contract awarded to Tandus Flooring, Inc., as allowed under contract No. B-111202.

FUNDING:

Various Funds

RECOMMENDATION:

Authorize staff to utilize Palo Verde Unified School District contract with Tandus Flooring, Inc., for the purchase of carpet and flooring products District-wide, pursuant to piggyback contract No. B-111202.



JD:rb

AGENDA ITEM BACKUP SHEET
July 23, 2013

Board Meeting

TITLE: Authorization to Complete Maintenance Repairs to Existing Fascia on Parapet Wall at District Office

ITEM: Consent

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

PREPARED BY: Dennis Ziegler, Director, Building Services

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to complete maintenance repairs to the existing fascia on the parapet wall at the District Office.

RATIONALE:

To provide a safe, effective, and well-maintained working environment for visitors and staff, it is essential that general building maintenance repairs be completed to assure the integrity of the building.

FUNDING:

Fund 49: \$14,300

RECOMMENDATION:

Authorize staff to complete maintenance repairs to the existing fascia on the parapet wall at District Office.


JD:rb

AGENDA ITEM BACKUP SHEET
July 23, 2013

Board Meeting

TITLE: Authorization to Purchase Replacement Multi-Zone Heating, Ventilation, and Air Conditioning Unit for District Office Second Floor

ITEM: Consent

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

PREPARED BY: Dennis Ziegler, Director, Building Services

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to purchase a replacement multi-zone heating, ventilation, and air conditioning (HVAC) unit for the District Office second floor.

RATIONALE:

This unit has been repaired numerous times by Building Services HVAC technicians. The unit is original to the building and is beyond economical repair. This equipment provides HVAC for the entire second floor and requires replacement at this time. The new unit will be more energy efficient, and will provide a safe, effective, and well-maintained working environment for visitors and staff. Equipment will be installed by District HVAC technicians.

FUNDING:

Fund 49: \$80,000

RECOMMENDATION:

Authorize staff to purchase replacement multi-zone heating, ventilation, and air conditioning unit for the District Office second floor.

AGENDA ITEM BACKUP SHEET
July 23, 2013

Board Meeting

TITLE: **Adoption of Resolution No. 13/14-2976 – Acceptance of Grant Deed and Authorization of Grant Easement on a Portion of Mendez Fundamental Intermediate School Site**

ITEM: **Consent**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board adoption of Resolution 13/14-2976 to accept the Grant Deed and authorize Grant of Easement on a portion of the Mendez Fundamental Intermediate School site.

RATIONALE:

At the time of the acquisition of the Mendez Fundamental Intermediate School site, transfer of title of Parcel 49 was contingent upon the remediation and close-out of leaking underground fuel tanks from the former auto service center. The tanks were removed in 1985 and corrective action of the soil contamination was implemented. On May 2, 2013, the remediation case was closed with the Santa Ana Regional Water Quality Control Board. Transfer of title of Parcel 49 can now take place between Interstate Consolidated Industries (property owner) and the District. An easement on Parcel 49 is needed to grant driveway access for the adjacent Bristol Marketplace, as shown in the attached aerial.

FUNDING:

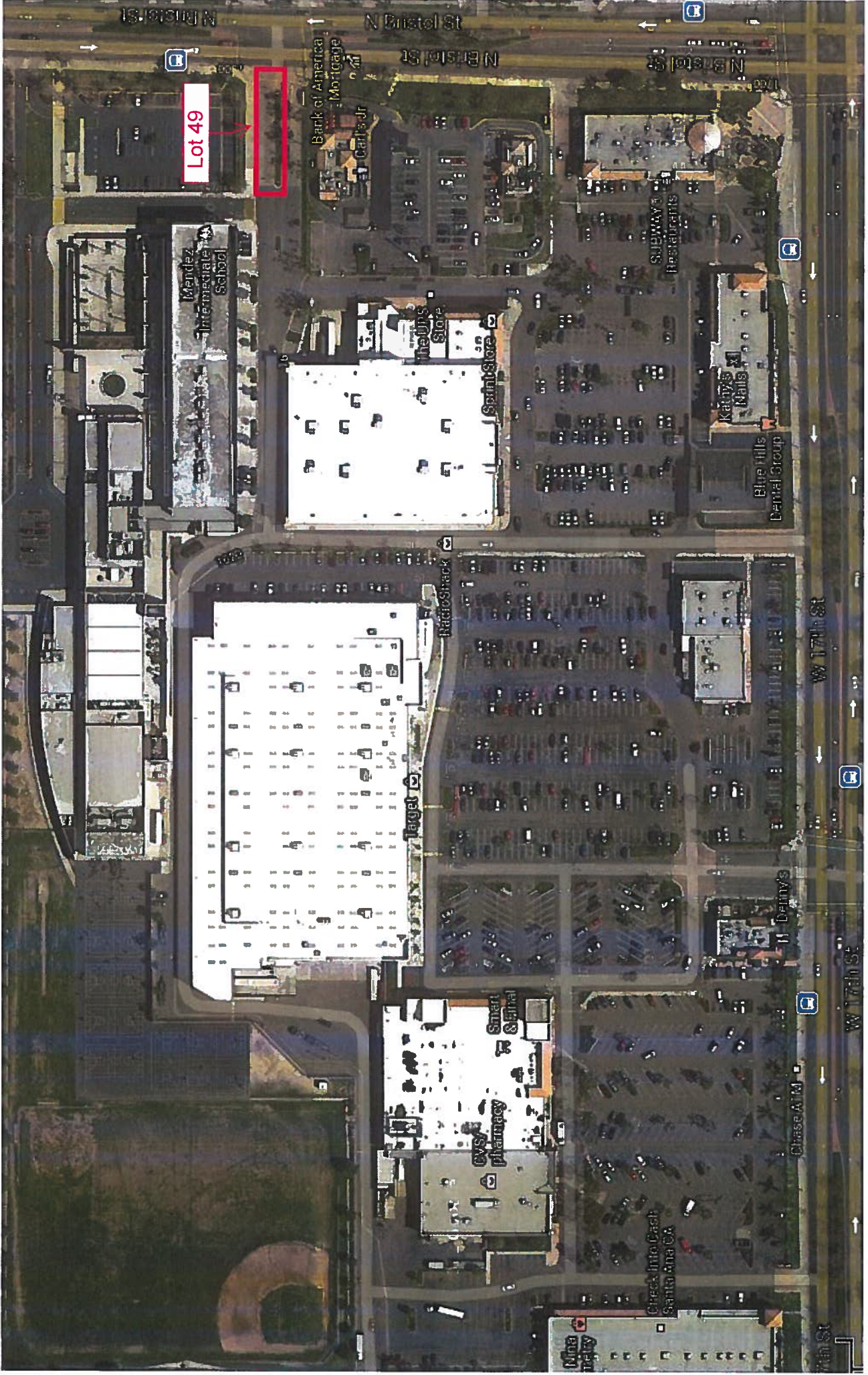
Not Applicable

RECOMMENDATION:

Adopt Resolution 13/14-2976 to accept the Grant Deed and authorize Grant of Easement on a portion of the Mendez Fundamental Intermediate School site.



JD:rb



Lot 49

Mendez Fundamental Intermedialte School

1 RESOLUTION NO. 13/14-2976
2 Board of Education
3 Santa Ana Unified School District
4 Orange County, California
5
6

7 RESOLUTION AUTHORIZING THE ACCEPTANCE OF GRANT DEED AND AUTHORIZATION OF GRANT OF
8 EASEMENT ON A PORTION OF THE MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL SITE

9
10 WHEREAS, the Santa Ana Regional Water Quality Control Board issued a "No
11 Further Action" letter on May 2, 2013 for the former leaking underground fuel
12 tanks onsite (case number 083002161T); and
13

14 WHEREAS, the Interstate Consolidated Industries ("Grantor") has requested
15 that the Santa Ana Unified School District ("District") accept the Grant Deed and
16 transfer of title of Parcel 49. A legal description and parcel map depicting
17 the location of Parcel 49 is attached hereto as Exhibits "A" and "B" and
18 incorporated herein; and
19

20 WHEREAS, the Grantor has requested that the District dedicate an easement on
21 Parcel 49 for the purpose of driveway access to the Bristol Marketplace. The
22 Grant of Easement agreement is attached hereto as "Addendum 1" to the Grant Deed;
23 and
24

25 WHEREAS, the owners of the Bristol Marketplace will be responsible for the
26 ongoing maintenance of the easement area; and
27

28
29 NOW, THEREFORE, THE BOARD DOES HEREBY RESOLVE, DETERMINE AND ORDER AS
30 FOLLOWS:
31

32 Section 1. That the above recitals are all true and correct.
33

34 Section 2. That the Grant Deed is hereby accepted subject to any minor
35 revisions agreed to by District's legal counsel and the District's Superintendent
36 or his designee.
37

38 Section 3. That upon the Grantor's execution of the Grant Deed and of any
39 other documentation necessary to effectuate the property transaction contemplated
40 by this Resolution, the Board hereby authorizes and directs the Superintendent, or
41 his designee, to execute the Certificate of Acceptance of the Grant Deed and to
42 take whatever action is necessary to complete the transfer of title to the
43 District.
44

45 Section 4. That the Grant of Easement is hereby approved subject to any
46 minor revisions agreed to by District's legal counsel and the District's
47 Superintendent or his designee.
48

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

SANTA ANA UNIFIED SCHOOL DISTRICT
1601 East Chestnut Avenue
Santa Ana, California 92701
Attention: _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This instrument exempt from Recording Fees (Govt. Code § 27383) and from Documentary Transfer Tax (Rev. and Taxation Code § 11922).

MAIL TAX STATEMENTS TO:

SANTA ANA UNIFIED SCHOOL DISTRICT
1601 East Chestnut Avenue
Santa Ana, California 92701
Attention: _____

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Interstate Consolidated Industries, a California limited partnership ("Grantor"), hereby grants to Santa Ana Unified School District, a political subdivision of the State of California, all of its right, title and interest in and to that certain real property located in the County of Orange, State of California, more particularly described on Exhibit A attached hereto and incorporated herein by this reference and depicted on Exhibit B attached hereto as "Parcel 49 to be deeded", subject to the access easement reserved in Addendum 1 attached hereto.

Subject to all matters of record or apparent.

IN WITNESS HEREOF, Grantor has executed this Grant Deed as of _____, 2013.

"Grantor"

INTERSTATE CONSOLIDATED INDUSTRIES, a
California limited partnership

By: _____
Leo David, General Partner

By: _____
R. Scott Bell, Trustee of the R. Scott Bell Trust
dated November 5, 1999, General Partner

EXHIBIT A

LEGAL DESCRIPTION

Only that portion of Parcel 2 of Parcel Map No. 91-106 in the City of Santa Ana, County of Orange, State of California, as shown on the map filed in Book 273, Pages 32 through 34, inclusive of Parcel Maps in the office of the County Recorder of said county, said portion being more particularly described as follows:

Commencing at the Southeasterly corner of said Parcel 2, thence along the Easterly line of said Parcel 2, North 00°46'28" East, 28.56 to the Point of Beginning;

Thence, traversing the interior of said Parcel 2, the following three (3) courses:

1. South 89°46'14" West, 163.00 Feet;

2. North 00°13'46" West 33.50 Feet;

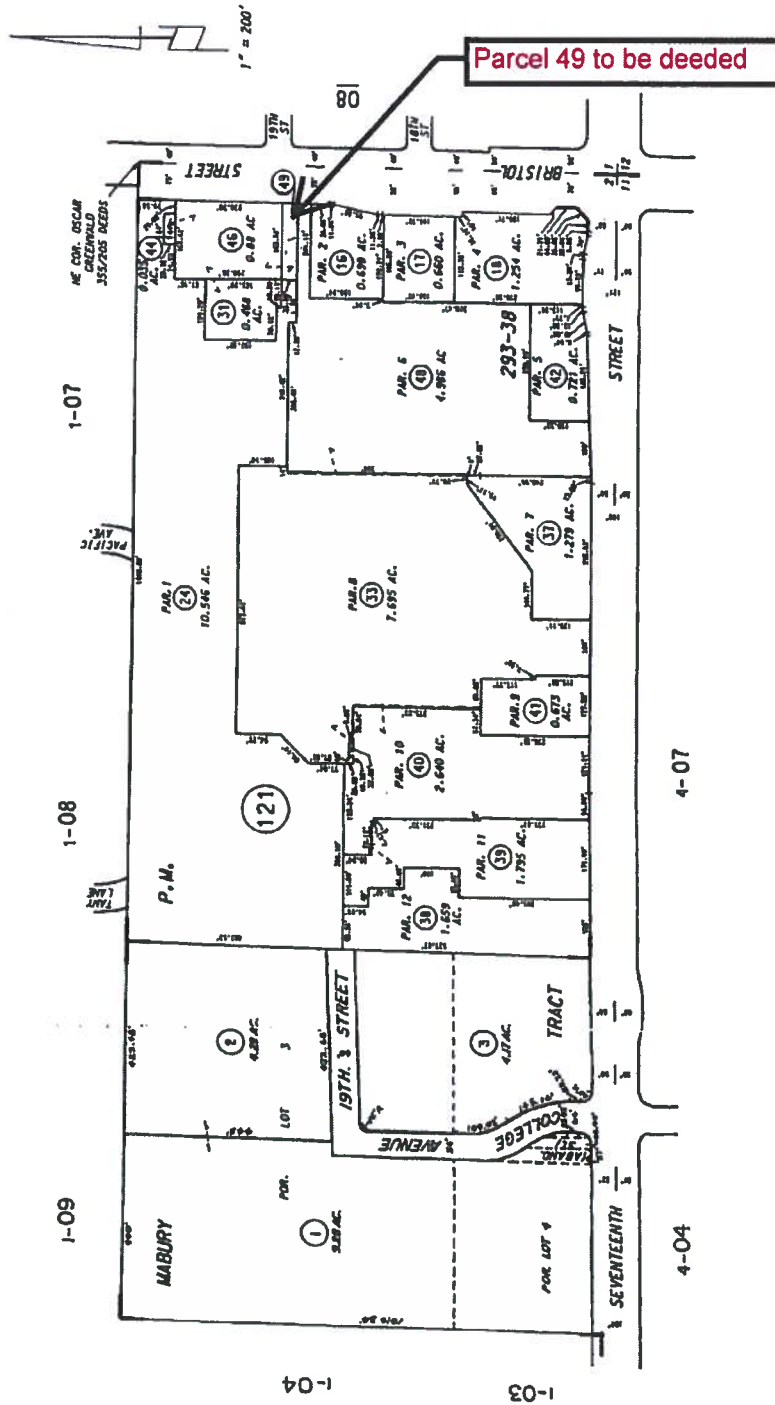
and 3. North 89°46'14" West 163.58 Feet to said Easterly line;

Thence, along said Easterly line, South 00°46'28" West, 33.51 Feet to the Point of Beginning.

EXHIBIT B

PARCEL 49 TO BE DEEDED

399-12



NOTE - ASSESSOR'S BLOCK & PARCEL NUMBERS SHOWN IN CIRCLES

L.A. 3-126 P.M. 293-38

MABURY TRACT PARCEL MAP

MARCH 1983

ADDENDUM 1

RESERVED ACCESS EASEMENT

Interstate Consolidated Industries, a California limited partnership, hereby reserves a nonexclusive easement for vehicular and pedestrian ingress and egress, and all purposes related thereto, over the real property described in Exhibit A attached hereto (the "Easement Area"), for the benefit of each of the following owners (collectively, the "Owners"), their successors and assigns, as an easement appurtenant to, and for the benefit of, each of their respective parcels of real property in the shopping center commonly known as the "Bristol Marketplace" (the "Shopping Center"), which is depicted on the assessor's parcel map attached hereto as Exhibit B and which, except for those parcels in the Shopping Center owned in fee simple by Santa Ana Unified School District ("SAUSD"), is legally described on Exhibit C attached hereto. The "Owners" and such benefited real property are set forth in the six subparagraphs below:

(i) Art M. Nerio and Lily Nerio, Trustees of the Nerio Family Trust dated January 11, 1990, for the benefit of the real property described in Exhibit C, Paragraph 1 attached hereto;

(ii) JJC Properties, Inc., a California corporation, for the benefit of the real property described in Exhibit C, Paragraph 2 attached hereto;

(iii) Claudette Lea Cole as Trustee of the Cole Generation Skipping Trust, for the benefit of the real property described in Exhibit C, Paragraph 3 attached hereto;

(iv) BMPBTC, LLC, a California limited liability company, for the benefit of the real property described in Exhibit C, Paragraph 4 attached hereto;

(v) GGF Bristol, LLC, a Delaware limited liability company, for the benefit of the real property described in Exhibit C, Paragraph 5 attached hereto; and

(vi) Target Corporation, a Minnesota corporation, for the benefit of the real property described in Exhibit C, Paragraph 6 attached hereto.

The Owners, their successors and assigns shall maintain at their sole cost and expense the Easement Area as a driveway into the Shopping Center in good condition and appearance in accordance with generally accepted maintenance practices for shopping centers in Orange County. If the Owners, their successors and assigns fail to perform said maintenance within thirty (30) days after SAUSD's notice to the Owners, their successors and assigns of the need therefor, then SAUSD shall have the right, but not the obligation, to perform such maintenance and to charge the Owners, their successors and assigns with one hundred ten percent (110%) of the cost to SAUSD of performing such maintenance. The Owners, their successors and assigns shall pay SAUSD such amount within ten (10) days of SAUSD's written demand therefor.

EXHIBIT A

To

ADDENDUM 1

LEGAL DESCRIPTION

Only that portion of Parcel 2 of Parcel Map No. 91-106 in the City of Santa Ana, County of Orange, State of California, as shown on the map filed in Book 273, Pages 32 through 34, inclusive of Parcel Maps in the office of the County Recorder of said county, said portion being more particularly described as follows:

Commencing at the Southeasterly corner of said Parcel 2, thence along the Easterly line of said Parcel 2, North 00°46'28" East, 28.56 to the Point of Beginning;

Thence, traversing the interior of said Parcel 2, the following three (3) courses:

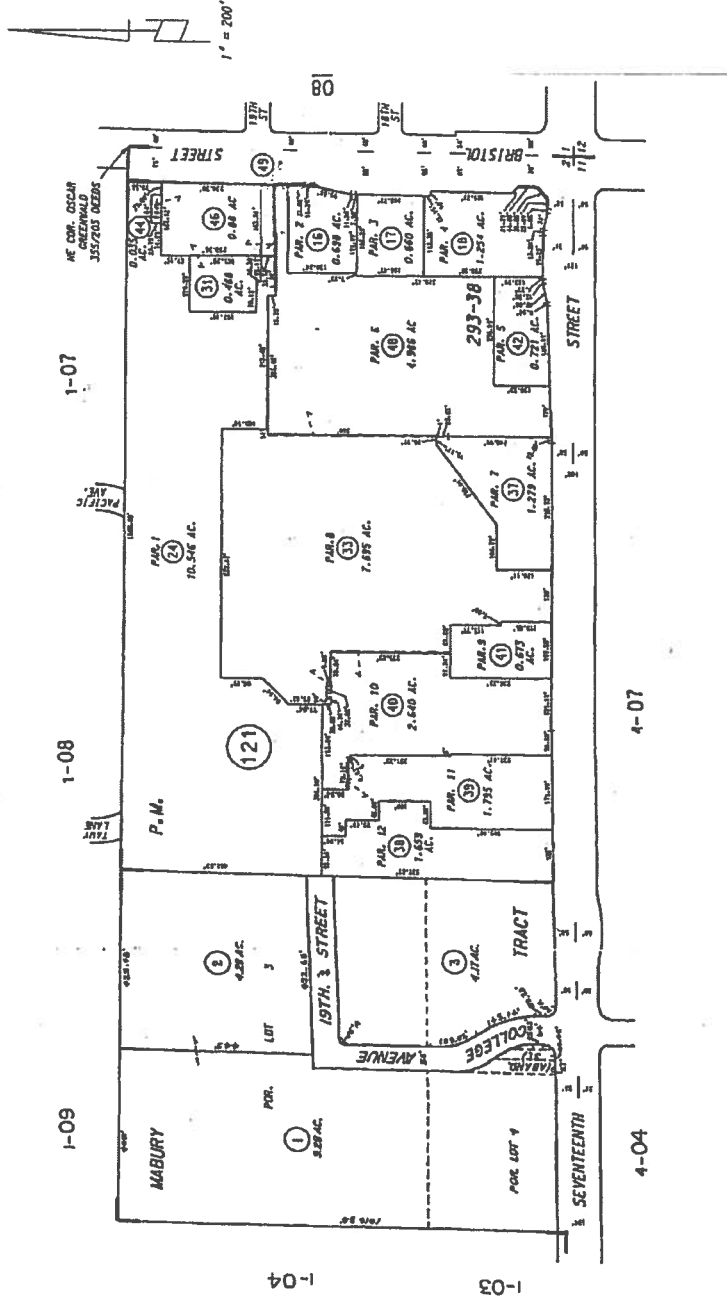
1. South 89°46'14" West, 163.00 Feet;
2. North 00°13'46" West 33.50 Feet;

and 3. North 89°46'14" West 163.58 Feet to said Easterly line;

Thence, along said Easterly line, South 00°46'28" West, 33.51 Feet to the Point of Beginning.

**EXHIBIT B
TO
ADDENDUM 1
PARCEL MAP**

399-12



1" = 200'



NOTE - ASSESSOR'S BLOCK & PARCEL NUMBERS SHOWN IN CIRCLES

L.A. 3-126 P.M. 293-38

MABURY TRACT PARCEL MAP

MARCH 1983

**EXHIBIT C
TO
ADDENDUM 1**

LEGAL DESCRIPTION OF PARCELS TO WHICH EASEMENT IS APPURTENANT

1. PARCEL 2 OF PARCEL MAP NO. 95-147 IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 293, PAGES 38 THROUGH 46 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

2. PARCEL 3 OF PARCEL MAP NO. 95-147 IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 293, PAGES 38 THROUGH 46 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

3. ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 7 OF PARCEL MAP NO. 95-147, IN THE CITY OF SANTA ANA, AS SHOWN ON A MAP RECORDED IN BOOK 293, PAGES 38 THROUGH 46 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

4. ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1 AS SHOWN ON LOT LINE ADJUSTMENT NO. 97-003, RECORDED JULY 29, 1997 AS INSTRUMENT NO. 1997-0357339, OFFICIAL RECORDS.

EXCEPTING THEREFROM THAT PORTION OF SAID PARCEL 1 WHICH LIES NORTHERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT, BEING THE EASTERLY TERMINATION OF THAT CERTAIN LINE IN PARCEL 1 DESCRIBED ON SAID LOT LINE ADJUSTMENT NO. 97-003 AS "NORTH 89° 46' 14" EAST 92.00 FEET"; THENCE FROM SAID POINT OF BEGINNING CONTINUING NORTH 89° 46' 14" EAST 163.00 FEET.

5. PARCELS 4, 5, 9 AND 12 OF PARCEL MAP NO. 95-147, IN THE CITY OF SANTA ANA, AS SHOWN ON A MAP RECORDED IN BOOK 293, PAGES 38 THROUGH 46 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

TOGETHER WITH PARCELS 3 AND 4 AS SHOWN ON LOT LINE ADJUSTMENT 97-3, RECORDED JULY 29, 1997, AS INSTRUMENT NO. 97-0357339, OFFICIAL RECORDS.

6. ALL THAT CERTAIN LAND SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF ORANGE, CITY OF SANTA ANA, DESCRIBED AS FOLLOWS:

PARCEL 2, AS SHOWN AND DESCRIBED IN EXHIBITS "A & B" ATTACHED TO LOT LINE ADJUSTMENT NO. 97-003 RECORDED JULY 29, 1997 AS INSTRUMENT NO. 19970357339 OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA.

State of California
County of _____)

On _____ before me, _____, Notary Public
personally appeared _____, who proved to me on the
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)
on the instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

State of California
County of _____)

On _____ before me, _____, Notary Public
personally appeared _____, who proved to me on the
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)
on the instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

AGENDA ITEM BACKUP SHEET
July 23, 2013

Board Meeting

TITLE: Adoption of Resolution No. 13/14-2977 – Acceptance of Quitclaim Deed of a Powerline Easement Located on a Portion of Grant Site

ITEM: Consent

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board adoption of Resolution 13/14-2977 to accept the Quitclaim Deed of a powerline Easement located on a portion of the Grant site.

RATIONALE:

An Easement was originally granted to Southern California Edison (SCE) for access to power lines. However, SCE has since abandoned the Easement and has executed a Quitclaim Deed of the Easement to the District. A Quitclaim Deed is a legal document transferring any ownership claim, interest, right, or title that the granting party may have on a property.

FUNDING:

Not Applicable

RECOMMENDATION:

Adopt Resolution 13/14-2977 to accept the Quitclaim Deed of a powerline Easement located on a portion of the Grant site.

1 RESOLUTION NO. 13/14-2977
2 Board of Education
3 Santa Ana Unified School District
4 Orange County, California
5
6

7 RESOLUTION AUTHORIZING THE ACCEPTANCE
8 OF QUITCLAIM DEED OF AN EASEMENT ON
9 A PORTION OF THE GRANT SITE
10

11 WHEREAS, Southern California Edison ("Grantor") has abandoned an
12 easement on a portion of the Grant Site located at 333 E. Walnut Street;
13 and
14

15 WHEREAS, the Grantor has requested that the Santa Ana Unified School
16 District ("District") accept the Quitclaim Deed to transfer any ownership
17 claim, interest, right, or title it may have in the property.
18
19

20 NOW, THEREFORE, THE BOARD DOES HEREBY RESOLVE, DETERMINE AND ORDER
21 AS FOLLOWS:
22

23 Section 1. That the above recitals are all true and correct.
24

25 Section 2. That the Quitclaim Deed is hereby accepted subject to
26 any minor revisions agreed to by District's legal counsel and the District's
27 Superintendent or his designee.
28

29 Section 3. That upon the Grantor's execution of the Quitclaim Deed
30 and of any other documentation necessary to effectuate the property
31 transaction contemplated by this Resolution, the Board hereby authorizes and
32 directs the Superintendent, or his designee, to execute the Quitclaim Deed
33 and to take whatever action is necessary to complete the transfer of title
34 to the District.
35

36 Section 4. That the Board of the District hereby determines that
37 the District is in compliance with all relevant Sections of the Education
38 Code and all other applicable laws.
39
40
41

42 The foregoing resolution was considered, passed, and adopted by this Board at
43 its regular meeting of July 23, 2013.
44
45
46

47 _____
48 José Alfredo Hernández, J.D., President
49 Governing Board for the Santa Ana Unified
50 School District

51 Upon motion of Member _____ and duly seconded, the foregoing
52 Resolution was adopted by the following vote:

53
54 AYES:

55
56 NOES:

57
58 ABSENT

59
60
61 STATE OF CALIFORNIA)
62) ss:
63 COUNTY OF _____)

64
65
66
67 I, Audrey Yamagata-Noji, Ph.D., Clerk of the Board of Education of the Santa
68 Ana Unified School District of Orange County, California, hereby certify
69 that the above and foregoing Resolution was duly adopted by the said Board
70 at a regular meeting thereof held on the 23rd day of July, 2013 and passed by
71 a vote of _____ of said Board.

72
73
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76 _____
77 Audrey Yamagata-Noji, Ph.D., Clerk
78 Board of Education of the
79 Santa Ana Unified School District

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RECORDING REQUESTED BY
SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO

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

ATTN: TOVA K. CORMAN, M.A.
SENIOR FACILITIES PLANNER

COPY of Document Recorded
at Orange County Recorder

2013000397254 07/01/2013

has not been compared with original.
Original will be returned when process
has been completed.

Fee: 12.00 DTT: 0.00 Total 12.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**QUITCLAIM
EASEMENT**

NOTIFICATION
202416580

SERVICE ORDER
800997706

DOCUMENTARY TRANSFER TAX \$ <u>0</u>	DISTRICT	FIM	APN	By
COMPUTED ON FULL VALUE OF PROPERTY CONVEYED OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE NO CONSIDERATION AND VALUE LESS THAN \$100.00	29	44-15C-1	398-517-006	KB
<u>Gene Stone</u> SO. CALIF. EDISON CO SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX/FIRM NAME	SCE Document 118456	Approved Real Properties	Map Size 44-92	DATE 06/11/13

SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, does hereby REMISE, RELEASE and FOREVER QUITCLAIM unto SANTA ANA SCHOOL DISTRICT OF ORANGE COUNTY, owner of the real property affected hereby, all rights acquired under and by virtue of that certain Grant of Easement from SANTA ANA SCHOOL DISTRICT OF ORANGE COUNTY executed MAY 10, 1951 and recorded MAY 16, 1951 as Instrument No. 25726 in Book 2189, Page 145 of Official Records, in the Office of the County Recorder of Orange County, State of California.

This instrument shall not operate to remise, release or quitclaim any right, title or interest now held or owned by said Southern California Edison Company, other than the rights hereinbefore specifically referred to.

IN WITNESS WHEREOF, said Southern California Edison Company has caused this instrument to be executed this 25th day of June, 2013.

SOUTHERN CALIFORNIA EDISON COMPANY,
a corporation

By _____

Carol Okray
Supervisor, Title and Real Estate Services
Business Planning and Technical Services
Real Properties Department
Transmission & Distribution

Conformed Copy

Quitclaim Deed (Easement)
S.C.E.Co., a corp., to
SANTA ANA SCHOOL DISTRICT OF ORANGE COUNTY
Notification No. 202416580
Affects SCE Doc. 118456

State of California)

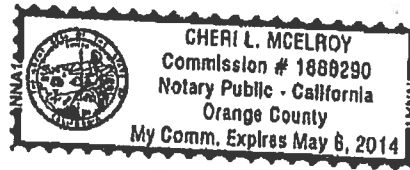
County of Los Angeles

On June 25, 2013 before me, Cheri L. McElroy, a Notary Public, personally appeared Carol McKay, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Cheri L. McElroy



AGENDA ITEM BACKUP SHEET
July 23, 2013

Board Meeting

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

ITEM: **Action**

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

DM:AJ:eh 

SANTA ANA UNIFIED SCHOOL DISTRICT
GIFTS RECOMMENDED FOR ACCEPTANCE - July 23, 2013

School:	Gift:	Amount:	Donor:	Used for:
Davis Elementary		\$610	Children's Education Foundation of Orange County Ms. Vicki Green Anaheim	Transportation cost to the Gift of History field trip
Davis Elementary		\$811	Ingram Micro Ms. Debbie Bosecker Santa Ana	Purchase of T-shirts for 5 th grade students
Kennedy Elementary		\$500	Kennedy Elementary PTA Ms. Adriana Enriquez Santa Ana	Playworks consultant fee
Lowell Elementary		\$2,000	Lowell Elementary PTA Mrs. Laura Hernandez Santa Ana	Student awards, incentives, and instructional supplies
Madison Elementary		\$507	General Mills Box Tops for Education Lake Lillian Branch Clara City, MN	Student incentives, rewards, recognitions, and field trips costs
Wilson Elementary		\$760	Lifetouch National School Studio Ms. Cathy Becher Irvine	Instructional supplies, transportation costs and field trip admissions
Villa Fundamental Intermediate		\$500	West Ed Barbara Dietsch, Ph.D. Los Alamitos	Instructional supplies
Saddleback High		\$1,000	Santa Ana Police Officers Association Mr. John Franks Santa Ana	Student scholarships
Saddleback High		\$500	SchoolsFirst Federal Credit Union Ms. Kristin Crellin Santa Ana	Student scholarships
Saddleback High		\$1,000	O.C. Regional Baseball League Mr. Ronnie Rivera Santa Ana	Baseball field renovation

School:	Gift:	Amount:	Donor:	Used for:
Santa Ana High		\$2,000	New Hope Presbyterian Church Ms. Chineta Goodjoin Orange	Purchase of instruments, repairs, and classroom materials
Communications Office	2013 Chevy Aveo	\$20,000	The Long Family Foundation on behalf of Guaranty Chevrolet Mr. Bruce Hamlin Claremont	High School Students Perfect Attendance Incentive Program
Facilities and Govt'l. Relations		\$2,000	NTD Architecture Mr. Jim Cordova San Diego	Superintendent's retirement reception
July 23, 2013 donations		\$32,188		
2013 Total donations	\$173,161	\$205,349		

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.

DM:eh

AGENDA ITEM BACKUP SHEET
July 23, 2013

Board Meeting

TITLE: Adoption of Intermediate Common Core State Standards Math 8 Course

ITEM: Action

SUBMITTED BY: Michelle Rodriguez, Ed.D., Chief Academic Officer

PREPARED BY: Michelle Rodriguez, Ed.D., Chief Academic Officer

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board adoption for the Intermediate Common Core State Standards (CCSS) Math 8 Course in accordance with Board Policy and Administrative Regulation 6141 – Curriculum Development and Evaluation.

RATIONALE:

The implementation of the CCSS in the area of mathematics required school districts to determine the pathway for implementing the Common Core through either a traditional or integrated pathway. This flexibility allows states and districts to decide how best to organize their high school courses to ensure that all students have access to a mathematics course sequence that will culminate in being fully prepared in mathematics for college and careers. To support the integrated approach, CCSS for high school mathematics is organized by conceptual categories, which include number and quantity, algebra, functions, geometry, modeling, and probability and statistics. The integrated pathway allows students to build upon past learning by integrating these key concepts throughout their high school experience. The authors of the CCSS and the Silicon Valley Math Initiative recommend the integrated pathway.

To successfully transition to the CCSS, math department chairs, classroom teachers, site administration, and District administration developed a three-year transition plan beginning in the 2013-14 school year. The transition plan was built off of a vision of effective mathematics instruction, student-centered classrooms focused on the Eight Mathematical Practices and the purposeful use of resources and materials. For the 2013-14 school year, the transition will occur in eighth grade with the establishment of CCSS Math 8. The eighth grade course will support the transition to Course I at the high school level. For the 2014-15 school year, the intermediate grades will develop CCSS Math 6 and CCSS Math 7. In addition, the high school will develop Course I, Course II, and Course III. This course sequencing will prepare students for the one high stakes mathematics assessments in high school through Smarter Balanced which will occur only in Grade 11.

The main objectives of the Intermediate Common Core Math 8 course are to:

- Set high expectations for teaching and learning through the CCSS Mathematical Practices and rigorous standards of Common Core Math 8.
- Transition teaching and learning practices in developing mathematical minds via conceptual understanding and fluency building lessons and contexts.
- Provide students with opportunities to learn, develop, and build perseverance in working with performance tasks and mathematical modeling problems.
- Build students' autonomy in questioning and logic via conceptual and contextual lessons.
- Develop students' critical thinking, communication, collaboration, and problem solving skills as they learn mathematical concepts in multiple contexts in line with CCSS Math 8.
- Provide students opportunities to link skills and concepts in order to build a strong mathematical foundation for greater success in high school CCSS math courses in 2014-15 school year.

FUNDING:

Not Applicable

RECOMMENDATION:

Adopt the Intermediate Common Core State Standards Math 8 Course.

MR:ez

AGENDA ITEM BACKUP SHEET
July 23, 2013

Board Meeting

TITLE: **Approval of Agreement with Apex Learning for Digital Curriculum and Services**

ITEM: **Action**

SUBMITTED BY: **Michelle Rodriguez, Ed.D., Chief Academic Officer**

PREPARED BY: **Alexandra Ito, Coordinator, Student Achievement**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of agreement with Apex Learning for digital curriculum and services. This includes an annual subscription to online curriculum to be used by District high schools for credit recovery programs and by the District's Independent Study Program.

RATIONALE:

At its July 24, 2012 meeting, the Board authorized staff to award a contract to Plato Learning for Products and Services, consisting of an online class agreement, to be used for high school credit recovery classes. Last year, principals were able to certify non-UC-approved online courses to fulfill a subject requirement. Beginning with the 2013-14 school year, only UC-approved online courses can be used to satisfy the "a-g" subject requirements.

As we look to renew our contract for credit recovery services, due to the changes in UC requirements, the majority of Plato's courses no longer satisfy "a-g" subject requirements. As the District prepares all of our students to be college and career ready, we have identified Apex as a completely online "a-g" compliant product.

In addition to being "a-g" compliant, Apex will provide a cost savings of \$10,443 to the District.

FUNDING:

Various school site funds: \$108,607

RECOMMENDATION:

Approve the agreement with Apex Learning for Digital Curriculum and Services.

Apex Learning offers University of California Office of the President (UCOP)-certified, standards-based courses in "a-g" instructional areas to fully prepare students for first-year university programs. Fulfilling "a-g" requirements ensures "the student has attained a body of general knowledge that will provide breadth and perspective to new, more advanced study," according to the University of California Curriculum Integration Institute.

Schools and districts can add UCOP-approved courses directly from the UCOP website. For more information, contact an Apex Learning sales representative at **1(800) 453-1454** or inquiries@apexlearning.com

For more information about the UCOP certification process, visit www.ucop.edu/doorways.

Apex Learning UCOP A-G Approved Courses*

Math

Algebra I-A
Algebra I-B
Algebra I
Algebra II
Geometry
Precalculus

English

English I: Introduction to Literature and Composition
English II: Critical Reading and Effective Writing
English III: American Literature
English IV: British and World Literature

Social Studies

U.S. History since the Civil War
World History to the Renaissance
World History since the Renaissance

World Languages

French I
French II
Spanish I
Spanish II

Advanced Placement

Calculus AB
English Language and Composition
English Literature and Composition
Macroeconomics
Microeconomics
Psychology
Spanish Language
Statistics
U.S. Government and Politics
U.S. History

*Courses are approved through the 2013-2014 school year.

AGENDA ITEM BACKUP SHEET
July 23, 2013

Board Meeting

TITLE: Adoption of Resolution No. 13/14-2974 – Establish Temporary Interfund Transfers

ITEM: Action

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

PREPARED BY: Christeen Betz, Director, Accounting

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board adoption of Resolution No. 13/14-2974 to establish temporary interfund transfers for the 2013-14 fiscal year.

RATIONALE:

Education Code Section 42603 allows the District to engage in internal borrowings between funds. Interfund borrowing is used during the regular course of business for both easing temporary cash shortages and for routine accounting transactions. The California Department of Education (CDE) recently changed criteria on temporary interfund borrowing. The CDE is now treating temporary interfund borrowing as a transfer and requesting that all Districts obtain Board approval prior to the first transaction. Business Services will present an agenda item at the beginning of each year.

The transferred amounts shall not be available for appropriation or considered income to the borrowing fund and shall be repaid in the same fiscal year or in the following fiscal year if the transfer occurs within the final 120 calendar days of the fiscal year. Borrowing shall occur only when the receiving fund will earn sufficient income in the current fiscal year to repay the amount transferred, and no more than 75% of the maximum of funds held in any fund during a current fiscal year may be transferred.

FUNDING:

Not Applicable

RECOMMENDATION:

Adopt Resolution No. 13/14-2974 to establish temporary interfund transfers for 2013-14 fiscal year.

SP:mmm 

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RESOLUTION NO. 13/14-2974
BOARD OF EDUCATION
SANTA ANA UNIFIED SCHOOL DISTRICT
ORANGE COUNTY, CALIFORNIA

RESOLUTION TO ESTABLISH TEMPORARY INTERFUND TRANSFERS

On MOTION by _____ seconded by _____ and CARRIED, the following resolution is adopted.

WHEREAS, the governing board of any school district may direct the moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations as authorized by Education Code Section 42603; and

WHEREAS, no more than 75% of the maximum of moneys held in any fund or account during a current fiscal year may be transferred; and

WHEREAS, the transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account; and

WHEREAS, amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year;

NOW THEREFORE, BE IT RESOLVED, that the Governing Board of the Santa Ana Unified School District, in accordance with the provisions of Education Code section 42603 adopts the following authorization for 2013-14 fiscal year to temporarily transfer funds provided that all transfers are approved by the Superintendent or her designee:

PASSED AND ADOPTED, by the Governing Board on _____ 20, ____, by the following vote:

AYES:
NOES:
ABSENT:

1 I, Audrey Yamagata-Noji, Clerk of the Governing Board, do hereby certify that
2 the foregoing is a full, true, and correct copy of a resolution passed and adopted
3 by the Board at a regularly called and conducted meeting held on said date
4

5 WITNESSED my hand this _____ day of _____, 20_____.
6

7 _____
8 Audrey Yamagata-Noji, Ph.D.,
9 Clerk of the Governing Board
10 Santa Ana Unified School District
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AGENDA ITEM BACKUP SHEET

July 23, 2013

Board Meeting

TITLE: Adoption of Resolution No. 13/14-2975 – Authorization to Transfer Funds from Redevelopment Fund to Building Fund

ITEM: Action

SUBMITTED BY: Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations, CBO
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. 13/14-2975 to transfer funds from the District's Redevelopment Fund (Fund 25) to the Building Fund (Fund 21).

In February 2003, the District received funding for Lorin Griset Elementary School. The District cancelled the project and was required to return the allocation plus interest. In December 2009, the District submitted its final payment for the amount that was originally owed to the Office of Public School Construction (OPSC) without any payment of interest. On June 4, 2013, the District received a letter from the OPSC requesting payment of \$447,314.44 by July 8, 2013.

RATIONALE:

After the 2009 payment was made, no additional funds were set aside for the interest portion of the payment. Therefore, to pay the \$447,314.44 owed, the District has utilized \$266,156.48 of Redevelopment funding available and \$181,157.96 from the Facilities agreement with the City of Santa Ana which are both held in Fund 25.

Per the request of the District auditors, to properly account for the payment, the District is required to pay the invoice utilizing the same revenue object code where we originally received the funds. Because Fund 25 does not allow for the required revenue object code, the funds were transferred to Fund 21 to pay the invoice.

FUNDING:

Redevelopment Fund: \$447,314.44

RECOMMENDATION:

Adopt Resolution No. 13/14-2975 to authorize the transfer of funds from the Redevelopment Fund to the Building Fund.

SP:mmm 

1 RESOLUTION NO. 13/14-2975

2 BOARD OF EDUCATION

3 SANTA ANA UNIFIED SCHOOL DISTRICT

4 ORANGE COUNTY, CALIFORNIA

5
6 **Authorizing the Transfer of Funds from the District's Redevelopment Fund**
7 **to District's Building Fund**

8
9 WHEREAS, the Administration is seeking authorization from the Board of
10 Education for the transfer of funds from the District's Redevelopment Fund (Fund
11 25) to the Building Fund (Fund 21); and,

12 WHEREAS, the Board of Education authorizes the transfer of \$447,314.44 from
13 Fund 25 to Fund 21 to use as for the 2012-13 payment to the Office of Public
14 School Construction for interest on a cancelled project for Lorin Griset
15 Elementary School; and,

16 WHEREAS, the transfer is necessary because the District is required to pay
17 the invoice utilizing the same revenue object code where we originally received
18 the funds. Fund 25 does not allow for the required revenue object code, therefore,
19 the funds must be transferred to Fund 21 (Building) to pay the invoice for the
20 interest payments; and,

21 NOW, THEREFORE, BE IT RESOLVED: that \$447,314.44 will be transferred
22 from the District's Redevelopment Fund (Fund 25) to the Building Fund (Fund 21).

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

25 AYES:

26 NOES:

27 ABSENT

28 STATE OF CALIFORNIA)
29) SS:
30 COUNTY OF ORANGE)

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I, Audrey Yamagata-Noji, Clerk of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution passed and adopted by the Board at a regularly called and conducted meeting held on said date.

WITNESS my hand this 23rd day of July, 2013.

Audrey Yamagata-Noji, Ph.D.,
Clerk of the Governing Board
Santa Ana Unified School District

AGENDA ITEM BACKUP SHEET
July 23, 2013

Board Meeting

TITLE: Authorization to Award Contract for Purchase of Bread Products for Food Services to Gold Star Foods, Inc.

ITEM: Action

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

PREPARED BY: Mark Chavez, Director, Food Services
Jonathan Geiszler, Director, Purchasing and Stores

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to award a contract for the purchase of bread products for Food Services to Gold Star Foods, Inc.

RATIONALE:

At its April 23, 2013 meeting, the Board authorized staff to obtain bids for the purchase of various food products and supplies for the Food Services Department. The bid was advertised, as legally required, in the *Orange County Register*. Twelve bidders received bid packages, and three submitted bids. Staff recommends award on to the lowest responsive, responsible vendor listed below. Vendor selection is in compliance with Board Policy.

Qualified Bidders	Number of Items Bid	Bid Amount
Gold Star Foods, Inc.	30 of 30	\$475,353.37
Moreno Brothers	30 of 30	\$498,860.25
Galasso's Bakery	23 of 30	\$469,282.96

FUNDING:

Cafeteria Fund: Not to exceed \$500,000.00

RECOMMENDATION:

Authorize staff to award contract for the purchase of bread products for Food Services, in the amount, not to exceed \$500,000, renewable annually for a period of up to three years, pursuant to Bid No. 11-13, to Gold Star Foods, Inc.

SP:mmm 

AGENDA ITEM BACKUP SHEET
July 23, 2013

Board Meeting

TITLE: **Action on Request for Renewal of Edward B. Cole, Sr. Academy Charter Petition for Term July 1, 2013 through June 30, 2018, Including Adoption of Resolution No. 13/14-2973 Effectuating that Action**

ITEM: **Action**

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

PREPARED BY: **Mavis Mitchell, Coordinator, Charter Schools Financial**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board action on request for renewal of the Edward B. Cole, Sr. Academy Charter Petition, including adoption of the Resolution No. 13/14-2973 effectuating that action. The Charter School has submitted a charter renewal petition to the District for consideration of a five-year term beginning July 1, 2013 through June 30, 2018.

RATIONALE:

In compliance with California Education Code Sections 47605 and 47607, the Board is required to approve or deny the request for charter renewal within sixty (60) days of receipt of the renewal petition, unless extended for up to thirty (30) additional days by mutual agreement of the parties.

Action to document formal receipt of the Charter Renewal Petition was taken at the regular Board meeting of May 28, 2013. The required Public Hearing was also conducted on that date.

The date of formal receipt of the Charter Renewal Petition, May 28, 2013, marked the start of the statutory 60-day timeline during which the Board must consider and take action on the proposed charter renewal. In this instance, and notwithstanding that the five-year term of the current operating charter expired June 30, 2013, the Board will take action to formally approve the charter renewal as of July 1, 2013 at the Regular Board meeting on July 23, 2013.

In support of the request for the renewal, Edward B. Cole, Sr. Academy has provided documented proof of meeting or making progress toward specific pupil outcomes in accordance with the academic achievement criteria of Education Code Section 47607(b) (1).

FUNDING:

Not Applicable

RECOMMENDATION:

Action on request for renewal of Edward B. Cole, Sr. Academy Charter Petition for a five year renewal term beginning July 1, 2013 through June 30, 2018, including adoption of Resolution No. 13/14-2973 effectuating that action.

SP:mm 

1 RESOLUTION NO. 13/14-2973
2 BOARD OF EDUCATION
3 SANTA ANA UNIFIED SCHOOL DISTRICT
4 ORANGE COUNTY, CALIFORNIA
5

6 **Renewing Charter School Petition for**
7 **Edward B. Cole Sr. Academy**
8

9 **WHEREAS**, pursuant to Education Code Section 47605 *et seq.*, the Governing
10 Board of the Santa Ana Unified School District ("SAUSD" and/or "District") is
11 required to review and authorize creation and/or renewal of charter schools; and
12

13 **WHEREAS**, on or about May 13, 2003, the Governing Board of SAUSD approved the
14 Charter for the Edward B. Cole Sr. Academy ("EBC") for a term ending June 30, 2008;
15

16 **WHEREAS**, on or about July 8, 2008, the Governing Board of SAUSD conditionally
17 approved the renewal of the Charter for EBC for a term of July 1, 2008 through June
18 30, 2013; and
19

20 **WHEREAS**, EBC complied with the conditions imposed on its renewal and on or
21 about August 26, 2008, the Governing Board of SAUSD finally approved renewal of the
22 EBC Charter for a term through June 30, 2013;
23

24 **WHEREAS**, on or about April 22, 2013, EBC delivered to the District office a
25 Charter School Petition for renewal of its Charter for a five year term from July
26 1, 2013, through and including June 30, 2018; and
27

28 **WHEREAS**, in compliance with California Education Code Sections 47605 and
29 47607 and California Code of Regulations, Title 5, Section 11966.4, the Governing
30 Board is required to approve or deny the request for charter renewal within sixty
31 (60) days of receipt of the renewal petition, unless that timeline is extended for
32 up to thirty (30) additional days by mutual written agreement of the parties; and
33

34 **WHEREAS**, in accordance with the Charter Schools Act of 1992, the renewal
35 Charter Petition was brought to the District Board meeting of May 28, 2013, at
36 which time it was received by the District Board, thereby commencing the timelines
37 for District Board action thereon; and
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42 **WHEREAS**, in accordance with the Charter Schools Act and California Code of
43 Regulations, Title 5, Section 11966.4, on or about May 23, 2013, SAUSD and EBC
44 agreed in writing that the District Governing Board's 60 day timeline for taking
45 action on the EBC Charter renewal ran through and including July 27, 2013,; and
46

47 **WHEREAS**, a public hearing on the provisions of the Charter was conducted on
48 May 28, 2013, pursuant to Education Code Section 47605, at which time the District
49 Board considered the level of support for this Charter by teachers employed by the
50 District, other employees of the District, and parents;
51

52 **WHEREAS**, in reviewing the Petition for the renewal of the EBC Charter, the
53 Governing Board has been cognizant of the intent of the Legislature that charter
54 schools are and should become an integral part of the California educational system
55 and that establishment of charter schools should be encouraged; and
56

57 **WHEREAS**, an independent evaluator, District legal counsel, and District staff
58 have reviewed and analyzed all of the information received with respect to the
59 Petition, including information related to the operation and potential effects of
60 EBC, and have spoken to EBC representatives relative to this renewal request; and
61

62 **WHEREAS**, in reviewing and analyzing the renewal Charter, District staff noted
63 some issues and concerns and determined that certain changes and revisions to the
64 Charter Petition were necessary in order to support the requested Charter renewal.
65 The District administration worked with EBC on resolution of these issues and
66 implementation of the necessary changes, additions, and revisions and EBC has
67 incorporated these changes, additions, and revisions into the Charter; and
68

69 **WHEREAS**, EBC is now seeking approval of renewal of its Charter as revised and
70 it is that revised version of the EBC renewal Charter Petition that the District
71 Governing Board is considering and acting upon through adoption of this Resolution
72 No. 13/14-2973. The revised renewal Charter is attached hereto as Exhibit "A"; and
73

74 **WHEREAS**, the Governing Board has fully considered the revised renewal Charter
75 and the recommendation provided by District staff; and
76

77 **WHEREAS**, in reviewing the Petition for the renewal of the EBC Charter, the
78 Governing Board has been cognizant of the value provided to the community by EBC
79 during the time that it has been operating pursuant to the Charter granted and
80 renewed by the Santa Ana Unified School District.
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NOW, THEREFORE, BE IT RESOLVED AND ORDERED AS FOLLOWS:

- I. That the Governing Board of SAUSD finds the above-listed recitals to be true and correct and incorporates them herein by this reference.
- II. That the Governing Board of SAUSD finds that EBC operated pursuant to the Charter previously granted and renewed by SAUSD provides its students with educational benefits and sound educational programs.
- III. That the Governing Board has confirmed, based upon documentation provided to the District by EBC, that EBC has met the provisions of Education Code Section 47607(b)(2) and (b)(3) because in the prior year EBC has ranked in deciles 4 to 10, inclusive, on the API and EBC has ranked in deciles 4 to 10, inclusive, on the API for a demographically comparable school.
- IV. That the Governing Board of the Santa Ana Unified School District, having fully considered and evaluated the Petition for the renewal of the Edward B. Cole Sr. Academy, hereby renews the Charter for a five year term, from July 1, 2013, through and including June 30, 2018. The EBC renewal Charter that the Governing Board is hereby approving is attached hereto as Exhibit "A."

The foregoing resolution was considered, passed, and adopted by this Board at its regular meeting of July 23, 2013.

By: _____
 José Alfredo Hernández, J.D.,
 President of the Board of Education
 Santa Ana Unified School District

Attest:

 Clerk

STATE OF CALIFORNIA)
) ss
 ORANGE COUNTY)

123 I, Audrey Yamagata-Noji, Clerk of the Board of Education of the Santa Ana Unified
124 School District of Orange County, hereby certify that the foregoing is a true and
125 correct copy of Resolution No. 13/14-2973, which was duly adopted by said Board at
126 a regular meeting thereof held on the 23rd day of July, 2013, and that it was so
127 adopted by the following vote:

128

129 AYES:

130 NOES:

131 ABSENT:

132 ABSTENTIONS:

133

134

By _____

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Audrey Yamagata-Noji, Ph.D.,

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Clerk of the Board of Education

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Santa Ana Unified School District

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[ATTACH A COPY OF THE REVISED EBC CHARTER AS EXHIBIT A]

AGENDA ITEM BACKUP SHEET
July 23, 2013

Board Meeting

TITLE: Approval of Facilities Agreement with Edward B. Cole, Sr. Academy Charter School

ITEM: Action

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

PREPARED BY: Mavis Mitchell, Coordinator, Charter Schools Financial

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the Facilities Agreement with Edward B. Cole, Sr. Academy Charter School.

RATIONALE:

Edward B. Cole, Sr. Academy submitted a Proposition 39 Request for Facilities for the 2013-14 school year under the provisions of Education Code Section 47614 and its implementing regulations set forth in Title 5 of the California Code of Regulations Section 11969.9(a). Specifically, the charter school requested to remain at its current location, the former Margaret S. Grant Elementary School site. These facilities were originally provided to the charter school by the District pursuant to a Proposition 39 Request for Facilities submitted in the 2006-07 school year.

The Governing Board of the Edward B. Cole, Sr. Academy has agreed to the terms and conditions of the facilities agreement offered by the District pursuant to the requirements of Education Code Section 47614 and its implementing regulations. The accepted agreement allows the Charter School to remain at its current location and provides facilities for its in-District students for the 2013-14 school year. The Charter School will continue to share the site with other District programs.

It is anticipated that the Governing Board of the Charter School, Templo Calvario Community Development Corporation, will take formal action at its meeting scheduled for July 20, 2013 to accept the District's final offer for use of a portion of the District's former Margaret S. Grant Elementary School site, located at 333 E. Walnut Street, Santa Ana, CA 92701, for the 2013-14 school year.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the Facilities Agreement with Edward B. Cole, Sr. Academy Charter School.

SP:mm 

**CHARTER FACILITIES AGREEMENT
BY AND BETWEEN
SANTA ANA UNIFIED SCHOOL DISTRICT AND
TEMPLO CALVARIO COMMUNITY DEVELOPMENT CORPORATION**

THIS AGREEMENT (“Agreement”) is made this ____ day of _____, 2013 (the “Effective Date”), 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”) and Templo Calvario Community Development Corporation, a California non-profit public benefit corporation, which operates Edward B. Cole, Sr. Academy, a California public charter school (“Charter School”). The District and Charter School are collectively referred to as “the Parties.”

RECITALS

WHEREAS, Charter School received approval of its Petition and Charter (“Charter”), from the District in July 2003 and said Charter was renewed on August 26, 2008. A true and correct copy of the Charter is attached hereto and incorporated herein by this reference as Exhibit “A”;

WHEREAS, on or about November 1, 2012, Charter School submitted to the District a request for facilities under the provisions of Education Code section 47614 and its implementing regulations set forth in Title 5 of the California Code of Regulations section 11969.9(a) *et seq.* (the “Proposition 39 Request”) for the 2013-2014 academic year;

WHEREAS, pursuant to the requirements of Education Code section 47614 and its implementing regulations, the District has offered to provide the Charter School with facilities for its in-District students (“Final Offer”);

WHEREAS, the Charter School has accepted the District’s Final Offer for use of a portion of the District’s former Margaret S. Grant Elementary School site, located at 333 E. Walnut Street, Santa Ana, CA 92701 (“Grant Site” shall refer to the total school site and “Subject Property” shall refer to that portion offered to the Charter School), depicted in Exhibit “B” hereto and incorporated herein by this reference, for the 2013-2014 academic year (the “Applicable Year”), pursuant to the conditions set forth below;

WHEREAS, the Parties desire to set forth the terms and conditions herein, pursuant to which the Charter School will occupy classrooms and use facilities at the Subject Property for the Applicable Year.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the Parties agree as follows:

Section 1. Use of the Subject Property. District agrees to allow Charter School exclusive use of the Subject Property, for the sole purpose of operating the Charter School educational program in accordance with the Charter under which Charter School became an independent/direct funded Charter School. Charter School’s right to exclusive use of the Subject

Property shall be for the Applicable Year and shall conclude at the expiration of this Agreement on June 30, 2014.

A. Reversion to District. Upon the termination or expiration of this Agreement by its terms, the right to exclusive use and occupation of the Subject Property and the facilities and District equipment thereon, if any, shall revert to the District. If the Charter School desires to have facilities provided by the District for the 2014-2015 academic year, the Charter School must submit a facilities request pursuant to Proposition 39 no later than November 1, 2013, or the then-applicable submission deadline. Upon termination of this Agreement, the District shall recoup the full rights and benefits of its ownership of the Subject Property, including, but not limited to, use of such Subject Property for District programs and services.

B. Civic Center Act. Charter School shall otherwise have full and exclusive use of all classrooms, administrative space, and other facilities on the Subject Property. Charter School shall comply with District policies and/or practices regarding the operations and maintenance of the facilities, furnishings, and equipment. Although Charter School shall have the exclusive use of the Subject Property, Charter School agrees to comply with the provisions of the Civic Center Act (Education Code section 38131 *et seq.*) in making use of the facilities accessible to members of the community. For purposes of Civic Center Act compliance, with respect to the Subject Property only, the Charter School governance council shall hold the same powers and obligations applicable to School District Board of Trustees under Education Code sections 38130-38139 and shall also follow District Board Policy and Administrative Regulations in making the facilities accessible to members of the community. All proceeds derived from the use of the Subject Property pursuant to the Civic Center Act shall be the property of the District and shall be forwarded to the District within one (1) business day of receipt by the Charter School.

C. Drill Notice. In the event that Charter School conducts a fire, earthquake or other emergency drill, Charter School shall provide District with reasonable notice of the time and nature of the drill and confirm that a District representative at the ARC/District Programs Property (defined in Section 7 below) is aware of the time and nature of said drill.

D. Full and Complete Satisfaction. Charter School agrees that the provision of the Subject Property pursuant to this Agreement constitutes full and complete satisfaction of the District's obligation to provide facilities to Charter School under Education Code section 47614 and the Proposition 39 regulations for the Applicable Year. Charter School has agreed to furnish and equip the facilities for classroom instruction with its own furnishings and equipment. Charter School agrees that, by accepting the Subject Property, it certifies that the District has fully and completely satisfied the District's obligation to provide facilities to the Charter School under Education Code section 47614 and all Proposition 39 implementing regulations for the Applicable Year. The Charter School waives and forever releases the District from any claim that the Charter School, or any successor entity, may have against the District regarding any allegation that the District has taken action to impede the Charter School from expanding its enrollment to meet pupil demand for the Applicable Year. Furthermore, the Charter School waives any rights it may have to subsequently object to the District's perceived failure to offer facilities in accordance with applicable law and waives any rights it may have to challenge those aspects of the District's offer of facilities that the Charter School believes violates the substantive

or procedural requirements of Proposition 39 and its implementing regulations for the Applicable Year.

E. Early Termination. This Agreement shall terminate prior to June 20, 2014 upon the revocation, nonrenewal or expiration for any reason of Charter School's Charter; however, in the case of a revocation or non-renewal, only after the Charter School has exhausted all appeals on said revocation or non-renewal.

Section 2. Pro-Rata Share of Facilities Costs; Oversight Fee. The Parties agree that, pursuant to the Proposition 39 implementing regulations, the Charter School's pro-rata share of costs for the Subject Property ("Pro-Rata Share") is One Dollar and Forty-Two Cents (\$1.42) per square foot for the Applicable Year. The Parties agree that the total square footage subject to this Agreement is Nineteen Thousand Three Hundred Thirty-Nine (19,339) square feet for the Applicable Year. Thus, the total pro-rata cost for the Applicable Year is Twenty-Seven Thousand Four Hundred Sixty-One Dollars and Thirty-Eight Cents (\$27,461.38) ("Total Pro-Rata Cost").

A. Oversight Fee. In addition to the Total Pro-Rata Cost, the District shall also charge the Charter School a fee for oversight costs ("Oversight Fee"), up to the maximum percentage allowed by law. (See, e.g., Education Code section 47613).

B. Payment. All fees, charges, and payments due and owing from the Charter School to the District, including but not limited to the aforementioned Total Pro-Rata Cost and Oversight Fee, may be deducted by the District from any state or federal revenues of the Charter School which are passed through the District. The District shall also have the right to withhold such fees, charges, and payments from the Charter School's in-lieu property tax allocations.

Any remaining fees, charges and payments due and owing from the Charter School to the District shall be invoiced by the District to the Charter School, and shall become due thirty (30) days thereafter. Late payments shall be subject to interest at the rate of ten percent (10%) per annum.

Section 3. Utilities. The utilities serving the Grant Site are not separately metered. The Parties have agreed that the Charter School's approximate share of utilities usage shall be Seventy-One Percent (71%) of the total utilities usage for the Grant Site. Thus, the Parties have agreed that the Charter School shall be responsible for 71% of the utilities costs during the Applicable Year, regardless of actual usage. The District shall invoice Charter School for its 71% share of the utilities costs on a monthly basis. Charter School shall promptly pay to the District its 71% share of such utilities costs within thirty (30) days of receipt of such invoice. Late payments shall be subject to interest at the rate of ten percent (10%) per annum. Charter School shall obtain its own internet service provider and shall assume sole responsibility for upkeep and maintenance of all telephone systems, data lines, and related equipment, software and hardware.

Section 4. Maintenance. Facilities provided to the Charter School shall remain the property of the District. The ongoing operations and maintenance of the facilities is the responsibility of the Charter School. Projects eligible to be included in the District deferred

maintenance plan established pursuant to Education Code section 17582 and the replacement of furnishings and equipment supplied by the District in accordance with District schedules and practices shall remain the responsibility of the District. The Charter School may purchase operations and maintenance services from the District as provided in a separate written agreement. Parties understand that leased structures (including portables) are not eligible to be included in the District deferred maintenance plan established pursuant to Education Code section 17582.

District shall be responsible for the major maintenance of the facilities used by Charter School. For purposes of this section, “major maintenance” includes the major repair or replacement of plumbing, heating, ventilation, air conditioning, electrical, roofing, and floor systems, exterior and interior painting, and any other items considered deferred maintenance under Education Code section 17582. All other kinds of maintenance shall be considered routine maintenance and shall be the responsibility of the Charter School.

In the event that the Charter School requires the District to perform maintenance and repairs, as allowed for above, Charter School must submit such request via appropriate District processes. Currently, and until further written notice, the Charter School must submit such requests through the Santa Ana Unified School District website, by clicking on the Facilities link, then selecting the Building Services link and log onto the maintenance work order system. School sites are limited to two authorized staff members to enter work order requests to prevent duplicate work orders. Training and a password will be provided to utilize the District work order management system. For an emergency request for service, Charter School should call Building Services directly. Emergency request is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to District property. The District reserves the right to implement a different process for submission of maintenance/repair requests.

Section 5. Installation of Improvements by Charter School. Charter School shall not construct or install any improvements on the Subject Property or otherwise alter the Subject Property without the prior written consent of District, and if required, the Division of the State Architect (“DSA”). District’s approval of any improvements, including the construction schedule, work hours, and modifications, shall be at District’s sole and absolute discretion, and District may disapprove of such improvements for any reason. Unless otherwise specified in this Agreement, in each case where prior written consent of the District is required under Section 5 or any other provision of this Agreement, such consent shall be obtained exclusively from the District’s Associate Superintendent, Business Services, and consent obtained from any other source shall be invalid. Contractors retained by Charter School with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers’ compensation insurance and performance and payment bonds consistent with District construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. District or District’s agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably

interfere with the progress of the construction or interrupt instruction to students. Charter School shall indemnify, defend and hold harmless District, its directors, officers and employees from any loss, damage, claim, cause of action, cost, expense or liability arising out or caused by any violation by the Charter School or its directors, officers, employees or contractors of any applicable federal, state or local statute, ordinance, order, governmental requirement, law or regulation that applies to any work, including, without limitation, any labor laws and/or regulations requiring that persons performing work on any improvements be paid prevailing wage.

A. Garden. Charter School may use a portion of the Subject Property to establish a garden (“Garden”) for educational purposes, so long as the Charter School complies with any federal, state or local laws and regulations, including Proposition 65, as applicable. Charter School may not use any fertilizers, pesticides or other hazardous materials in preparing or maintaining the Garden, unless the Charter School has obtained permission, in writing, from the District. Such permission shall not affect Charter School’s indemnification obligations under Article 12. If at any time the District determines, in its sole discretion, that the Garden presents a health or safety hazard or otherwise interferes with District activity, the District may require the Charter School to cease operation of the Garden immediately and return that portion of the Subject Property to its original condition.

B. Mural. A mural exists on the exterior wall of the Subject Property facing First Street (“Mural”). The Mural must remain “as-is” for the duration of the Applicable Year. Under no circumstances may the Charter School or any of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns remove, paint over, permanently conceal or otherwise alter the Mural in any way.

Section 6. Provision of Facilities. The facilities to be provided by the District to the Charter School are described in this Section 6, and shall consist of both permanent and portable facilities. Said facilities are labeled in Exhibit “B.” The facilities to be provided by the District to the Charter School for the Applicable Year are as follows:

A. Charter School shall have exclusive use of fifteen (15) standard portable classrooms for teaching space.

B. Charter School shall have exclusive use of four (4) additional standard portable classrooms for specialized classroom space and/or non-teaching space.

C. Charter School shall have exclusive use of a 320-square-foot storage container (“Storage”) located next to Building Q.

D. Charter School shall have exclusive use of the “Cafeteria” portable, which contains a kitchen, storage or office space, and a men’s staff restroom. (“Building G”).

E. Charter School shall have exclusive use of a boys and girls student restroom portable which also contains a women’s staff restroom. (“Building O”).

F. Charter School shall have exclusive use of the sun shade eating areas. (“Sun Shade”).

G. Charter School shall have exclusive use of playground facilities and all field and court space at the Subject Property.

H. Charter School shall have exclusive use of the entrance gate located at the Maple Street side of the Subject Property.

I. Charter School shall have non-exclusive access to the parking lot (“Parking Lot”) located on the Grant Site. The Parking Lot contains twenty-four (24) parking spaces, which spaces shall be divided between the Charter School and the District’s Achievement Reinforcement Center or other District programs (“ARC” or “District Programs”) as follows: twelve (12) spaces shall be allocated to the Charter School and twelve (12) spaces shall be allocated to the ARC and/or other District Programs. From time to time, one Party may allow, on a case-by-case basis, the other Party to use its designated space(s) if both Parties are agreeable to such a use. District shall be responsible for maintaining the Parking Lot.

J. Charter School may request, pursuant to the Civic Center Act (Education Code section 38131 *et seq.*), access to the portable classroom denoted as Building “P” on the map attached hereto as Exhibit “B” (located on the ARC/District Programs Property) for the purpose of conducting parent-teacher association meetings, assemblies and other similar events requiring a facility with capacity beyond that which is available on the Subject Property. The District agrees to work with the Charter School to arrange and schedule use of said portable classroom.

K. The Parties acknowledge that the Charter School will have use of facilities at the Subject Property in excess of that required to be provided under Proposition 39 for the 2013-2014 school year. This does not bind the District to provide a similar allocation of facilities in the future.

Section 7. Security. The Parties acknowledge that the Grant Site will be shared by the Charter School and the ARC or other District Programs. A slatted chain-link fence (“Fence”) divides the Subject Property from the remaining Grant Site occupied by the ARC or other District Programs (“ARC/District Programs Property”).

A. **Intrusion System.** Charter School acknowledges that it shall have the sole responsibility for the safety and security of the Subject Property and that it shall not rely on any safety/security device that the District now maintains or may maintain in the future on the Grant Site. Specifically, the District currently maintains an intrusion system (“Intrusion System”) on the Grant Site, which may or may not continue to be operational. The Charter School recognizes that said Intrusion System is not part of the facilities offered to the Charter School under this Agreement and may be discontinued by the District at any time and without notice. Should the Charter School desire to install its own alarm system and/or other security devices, it must follow the procedure set forth in Section 5, above.

Section 8. Site Unavailability. The District anticipates that the Grant Site may be unavailable as a charter school location for the 2014-15 academic year and beyond.

Section 9. Condition of Property. Charter School, at its expense, shall comply with all applicable laws, regulations, rules and orders with respect to its use and occupancy of the Subject Property, including, without limitation, those relating to health, safety, noise, environmental

protection, waste disposal, and water and air quality. The Charter School shall not be responsible for any and all environmental conditions that existed prior to the Charter School's occupancy of the Subject Property, so long as such environmental conditions are not exacerbated by the Charter School's negligence or willful misconduct. The District shall remain responsible for compliance with the ADA, FEHA, and other applicable building code standards regarding access for any existing compliance issue prior to the date of execution of this Agreement. The Charter School shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvement made by the Charter School. Should any modifications or improvements made by the Charter School change or affect the character of any existing improvements, Charter School shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building code standards. Charter School shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Subject Property due to the Charter School's use and occupancy thereof, Charter School, at its expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the Subject Property, to the satisfaction of District and any governmental agencies having jurisdiction over the Subject Property or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If the Charter School fails to take steps to clean the property(ies) or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, the District reserves the right to takeover the clean-up and to take all necessary steps to recoup any and all costs associated therewith from the Charter School, which takeover shall not occur unreasonably.

Upon termination or expiration of the Agreement, Charter School shall return the Subject Property and any then-existing improvements to the District in clean, good order condition and repair, ordinary wear and tear excepted, free and clear of all liens, claims, and encumbrances. All trash shall be removed. Charter School shall remove from the Subject Property all of Charter School's personal property, trade fixtures, and any improvements made by Charter School that District determines shall be removed by Charter School. All property not so removed shall be deemed abandoned by Charter School and Charter School shall be responsible for any costs incurred by the District for the removal of such abandoned property.

With regard to the portable facilities at the Subject Property, Charter School shall return such portable facilities in a condition equal to or better than when Charter School originally received them. In the event that the District is charged any fees related to the condition of the portable facilities, the District will invoice Charter School for such fees and Charter School shall promptly pay to the District such fees within thirty (30) days of receipt of such invoice. Fees may be assessed for conditions, including, but not limited to: damaged equipment, excessive wall damage, missing equipment, costs for removal of added equipment, cleaning, and rekeying in the case of missing keys.

Section 10. Title to Property. The Parties acknowledge that title to the Subject Property is held by the District and shall remain in the District at all times.

Section 11. Insurance. The District will maintain its current levels of insurance on the structures on the Subject Property. Parties agree that self insurance through a Joint Powers Authority shall satisfy District's obligations under this section. District shall not be responsible for insuring any of the Charter School's personal property, including any portables installed on the Subject Property. Charter School shall procure and maintain, for the duration of this Agreement the following insurance coverage with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company. Charter School may use a self-insurance and/or joint powers authority mechanism to meet the described insurance requirements.

A. Professional Liability Insurance in an amount not less than \$1,000,000 per claim and in aggregate.

B. General Liability Insurance in an amount not less than \$2,000,000 per occurrence and \$20,000,000 general aggregate.

(1) Charter School policy shall include or be endorsed to include abuse and molestation coverage.

(2) The policy shall include an additional insured endorsement equivalent in scope to ISO form CG 20 10 or CG 20 26 naming the District, its board, officials, employees, and agents as additional insureds.

(3) The policy shall be endorsed with the insurer's waiver of its rights of subrogation against District.

C. Automobile Liability Insurance in an amount not less than \$5,000,000 combined single limit covering all owned and non-owned autos if use of an automobile is included in the Scope of Services provided under this Agreement.

D. Crime in an amount not less than \$3,500,000 in aggregate.

E. Errors and Omissions in the amount not less than \$20,000,000 in aggregate.

F. Workers Compensation Insurance as required by the California Labor Code and Employer's Liability Insurance in an amount not less than \$1,000,000 per accident/disease. The policy shall be endorsed with the insurer's waiver of its rights of subrogation against District.

Each policy required above shall be endorsed to provide for thirty (30) days prior written notice of cancellation to the District and to establish that coverage is primary and that any insurance or self-insurance held by the District, its officials, employees and agents shall be excess and shall not contribute to it.

District may, at its discretion, require additional coverage or additional limits based upon the nature of the services provided. Any waiver or modification of these insurance requirements can only be made with the prior written approval of the Superintendent or his or her designee.

The coverage and limits required hereunder shall not in any way limit the liability of the Charter School nor are the insurance requirements herein intended to represent adequate or sufficient coverage for the Charter School's risks hereunder.

Concurrently with the execution of the Agreement, Charter School will provide District with a certificate(s) of insurance verifying such insurance and the terms described herein.

Section 12. Indemnification.

A. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of the District, the Charter School shall indemnify, hold harmless, and defend the District, its trustees, officers, employees and agents against and from any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the District, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Subject Property after the Effective Date, arising from, or in connection with, the Charter School's use of the Subject Property or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by Charter School in or about the Subject Property; Charter School's obligation to defend the District and the other indemnitees identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

B. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of the Charter School, the District shall indemnify, hold harmless, and defend the Charter School, its trustees, officers, employees and agents against and from any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the Charter School, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Subject Property after the Effective Date, arising from, or in connection with, the District's use of the Subject Property or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by District in or about the Subject Property; District's obligation to defend the Charter School and the other indemnitees identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

Section 13. Access. Charter School shall permit District, its agents, representatives or employees, to enter upon the Subject Property for the purpose of inspecting same or to make repairs, alterations, or additions to any portion of the Subject Property. District shall attempt to give reasonable notice where practicable but shall not be obligated to do so in the event of emergency or imminent threat to health or safety of occupants, or if access is for purposes of meeting the District's oversight obligations.

Section 14. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:

If to the District:

Santa Ana Unified School District
Attn: Deputy Superintendent, Operations
1601 E. Chestnut Avenue
Santa Ana, CA 92701

With a Copy to:

Atkinson, Andelson, Loya, Ruud & Romo
Attn: Lindsay Thorson
12800 Center Court Dr., Suite 300
Cerritos, CA 90703

If to the Charter School:

Edward B. Cole, Sr. Academy
Attn: Kitty Fortner, Principal/Director
333 E. Walnut St.
Santa Ana, CA 92701

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

Section 15. California Environmental Quality Act. Charter School acknowledges that the California Environmental Quality Act ("CEQA") may require the District to undertake certain studies and/or seek certain exemptions with regard to any projects described herein. Charter School acknowledges that obtaining CEQA approval for a project may cause delays and/or require that a project be modified or abandoned. The Charter School waives any claims against the District regarding delays, modifications or abandonment of this project due to any inability to meet CEQA requirements.

Section 16. Subcontract and Assignment. Neither Party shall assign its rights, duties or privileges under this Agreement, nor shall a Party attempt to confer any of its rights, duties or privileges under this Agreement (including that of sublease) on any third party, without the written consent of the other Party.

Section 17. Independent Status. This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

Section 18. Entire Agreement of Parties. This Agreement, together with its attachments, constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. In the event of a conflict between this Agreement and the Charter, this Agreement shall control. This Agreement may be amended or modified only by a written instrument executed by the Parties.

Section 19. California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Orange County, California.

Section 20. Waiver. The waiver by any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Section 21. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

Section 22. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

Section 23. Captions. The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

Section 24. Severability. Should any provision of this Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

Section 25. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are incorporated herein by reference.

Section 26. Facsimile Signatures. This Agreement may be executed and transmitted to any other party by facsimile, which facsimile shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

Section 27. Board Approval. In accordance with Education Code section 17604, this Agreement is not valid or an enforceable obligation against the District until approved or ratified by motion of the District's Governing Board of Education.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective Date.

TEMPLO CALVARIO COMMUNITY DEVELOPMENT CORPORATION

By _____

Its _____

SANTA ANA UNIFIED SCHOOL DISTRICT

By _____

Its Deputy Superintendent, Operations

EXHIBIT "A"

CHARTER

EXHIBIT "B"

MAP DEPICTION OF PROPERTY (WITH BUILDINGS LABELED)

AGENDA ITEM BACKUP SHEET
July 23, 2013

Board Meeting

TITLE: Acknowledgement of Receipt of Magnolia Science Academy
 Santa Ana Charter Petition

ITEM: Action

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

PREPARED BY: Mavis Mitchell, Coordinator, Charter Schools Financial

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board acknowledgement of formal receipt of the Magnolia Science Academy Santa Ana Charter petition submitted to the District on Friday, June 28, 2013.

RATIONALE:

The District is required to comply with California Education Code Section 47605(b) to hold a public hearing on the provisions of a submitted charter petition within 30 days of receipt of the petition. In order to facilitate the setting of the required public hearing and uniformly establish the parameters of the statutory timeline, submitted charter petitions are defined as and deemed received after action has been taken by the Board of Education to formally do so.

Recorded action taken at a regular meeting of the Board of Education effectively acknowledges and documents the date of receipt as the date of the action and thereby establishes the parameters of the statutory timeline and facilitates the setting of the required public hearing date.

FUNDING:

Not Applicable

RECOMMENDATION:

Acknowledge receipt of the Magnolia Science Academy Santa Ana Charter petition as the date of the regular meeting of the Board of Education on July 23, 2013.

SP:mmm



AGENDA ITEM BACKUP SHEET
July 23, 2013

Board Meeting

TITLE: Acceptance of Grant Award from California Wellness Foundation for Muir Fundamental Elementary School

ITEM: Action

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board acceptance of a grant award from the California Wellness Foundation for Muir Fundamental Elementary School. The grant centers specifically on promoting the health and well-being of school-age children and enhancing educational opportunities in a safe environment.

RATIONALE:

The grant will support a proactive response to school security and safety. A 6-foot wrought iron fence will be put in front of Muir Fundamental's entrance, around the garden area, to direct parents towards the office instead of directly into the classroom areas.

FUNDING:

California Wellness Foundation Grant Award: \$15,000

RECOMMENDATION:

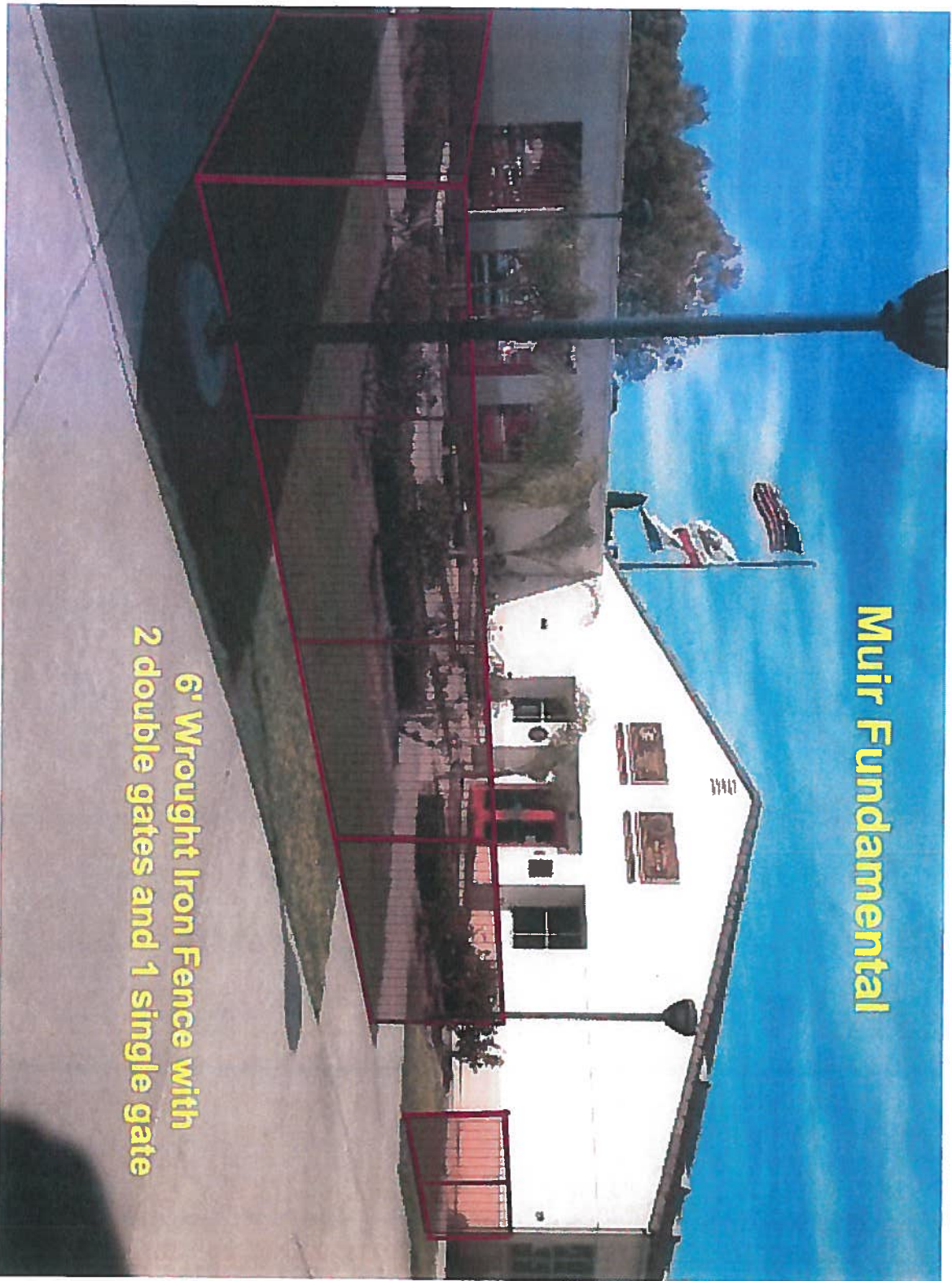
Accept the grant award from the California Wellness Foundation for Muir Fundamental Elementary School.



GRANT SUMMARY

Title:	California Wellness Foundation Grant
Funding Source:	California Wellness Foundation Grant
Due Date:	N/A
Contact Person:	Joe Dixon, Assistant Superintendent, Facilities and Governmental Relations
Amount/Duration:	\$15,000 for the 2013-14 School Year
Target Population (e.g., Grade Level/s):	Muir Fundamental Elementary School (K-5)
Budget Impact:	N/A
Indirect Rate:	N/A
Personnel Impact:	The grant will support a proactive response to school security and safety.
Survey Questions:	There will not be a survey administered.
Grant Program Description	
Goals/Objectives:	The California Wellness Foundation grant will promote the health and well-being of school-age children and enhance educational opportunities in a safe environment.
Activities:	A 6-foot wrought iron fence will be installed in front of Muir Fundamental's entrance, around the garden area, to direct parents towards the office instead of directly into the classroom areas.

Muir Fundamental



**6' Wrought Iron Fence with
2 double gates and 1 single gate**

AGENDA ITEM BACKUP SHEET
July 23, 2013

Board Meeting

TITLE: **Approval of Emergency Contract to Abate Hazardous Materials Inside Gymnasium Area at Valley High School**

ITEM: **Action**

SUBMITTED BY: **Joe Dixon,**

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of an emergency contract to abate hazardous materials inside the gymnasium area at Valley High School. On June 11, 2013, an incident occurred in a gymnasium utility room due to a gas leak which resulted in a potential contamination of asbestos fibers.

RATIONALE:

To ensure the health and safety of everyone at Valley High School, Bainbridge Environmental and the South Coast Air Quality Management District (SCAQMD) have developed a scope of work to address the potential exposure of asbestos fibers throughout the gymnasium. Hazardous material companies that are qualified to perform the asbestos abatement work have been recommended by Bainbridge Environmental and SCAQMD. Due to the need to immediately abate the hazardous conditions in the gymnasium, an informal bid process was utilized to get the best pricing from the recommended hazardous material companies.

List of the hazardous material companies and their prices:

Contractors:	Amounts:
American Technologies, Inc.	\$147,439.55
Environmental Remediation Services Inc.	\$175,870.00
Air Clean Environmental, Inc.	\$222,222.00
TEG/LVI, Inc.	\$384,699.00

Under Public Contract Code Section 20113(a)(1), in an emergency when any repairs, alterations, work, or improvement is necessary to any facility of public schools to permit the continuance of existing school classes, or to avoid danger to life or property, the Board may, by unanimous vote, with the approval of the County Superintendent of Schools, make a contract in writing or otherwise on behalf of the District for the performance of labor and furnishing of materials or supplies for the purpose without advertising for or inviting bids.

FUNDING:

Capital Facilities Fund 40:

(To be reimbursed by Alliance of Schools for Cooperative Insurance Programs.)

RECOMMENDATION

Approve an emergency contract to perform hazardous materials abatement work in the Valley High School gymnasium.



AGENDA ITEM BACKUP SHEET
July 23, 2013

Board Meeting

TITLE: Approval of Personnel Calendar

ITEM: Action

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

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

BACKGROUND INFORMATION:

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

RATIONALE:

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

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the Personnel Calendar.

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - July 23, 2013

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
RETIREMENTS					
Baldwin, Edward	Teacher	McFadden	June 14, 2013		Retirement - 32 years
Halle, James Jr.	Teacher	Carr	June 14, 2013		Retirement - 14 years
Isensee, Jennifer	Teacher	Godinez	June 14, 2013		Retirement - 17 years
Onaga, Joyce	Teacher	Valley	June 14, 2013		Retirement - 31 years
RESIGNATIONS					
Griggs, Heather	Executive Director of School Renewal	Deputy Superintendent's Office	June 30, 2013		Accepted another position - 1 year
Kolbeck, Melissa	Teacher	Century	June 14, 2013		Moving, accepted another position - 2 years
McMackin, Donald	NJROTC	Saddleback	June 14, 2013		Other - 2 years
Mocnik, William III	Learning Director	Segerstrom	June 28, 2013		Accepted another position - 25 years
Pedroza, Jose	Program Specialist	Valley	July 11, 2013		Accepted another position - 6 years
Rowe, Grant	Teacher	Special Education	June 14, 2013		Moving, family responsibilities, personal - 5 years

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - July 23, 2013

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
RESIGNATIONS (Continued)					
Rubio, Laura	Assistant Principal	Segerstrom	June 30, 2013		Accepted another position - 13 years
Ruff, Carolyn	Teacher	Valley	June 14, 2013		Accepted another position - 6 years
Sanchez, Cathleen	Teacher	Valley	June 14, 2013		Moving - 6 years
Smith, Ryan	Principal	Educational Services Secondary Division	June 28, 2013		Accepted another position - 1 year
Strong, Caley	Teacher	Century	August 1, 2013		Moving, accepted another position - 3 years
Whitehead, Rebecca	Teacher	Willard	June 14, 2013		Family Responsibilities - 2 years
NEW HIRES/RE-HIRES					
Amosa, Dan	Teacher	Carr	August 22, 2013		Rehire - Temporary 44909
Beltran, Ammy	Teacher	Willard	August 22, 2013		Rehire - Temporary 44909
Benavente, Viridiana	Teacher	Carr	August 22, 2013		Rehire - Temporary 44909
Bomgren, Deborah	Teacher	Lorin Grisct	August 22, 2013		Rehire - Temporary 44909

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - July 23, 2013

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
NEW HIRES/RE-HIRES (Continued)					
Buckley, Brianne	Teacher	Sierra	August 22, 2013		Rehire - Probationary II
Burns, Christy	Teacher	Willard	August 22, 2013		Rehire - Temporary 44909
Camacho, Graciela	Teacher	Sierra	August 22, 2013		Rehire - Probationary II
Cass, Justin Troy	Teacher	Alternative Education	August 22, 2013		Rehire - Probationary II
Chavarela, Sarah	Teacher	Carver	August 22, 2013		Rehire - Temporary 44909
Cho, David	Speech and Language Pathologist	Speech Department	August 22, 2013		Rehire - Probationary I
Cleveland, Christina	Teacher	Spurgeon	August 22, 2013		Rehire - Probationary II
Cockrill, Kelly	Teacher	Mitchell	August 22, 2013		Rehire - Probationary II
Conover, Matthew	Teacher	Valley	August 22, 2013		Rehire - Temporary 44909
Coronel, Ismael	Teacher	Valley	August 22, 2013		Rehire - Temporary 44909
Crawford, Brian	Teacher	Carr	August 22, 2013		Rehire - Probationary II
Cunningham, Katie	Teacher	Saddleback	August 22, 2013		Rehire - Probationary II

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - July 23, 2013

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
NEW HIRES/RE-HIRES (Continued)					
Delgadillo, Jose	Teacher	Sepulveda	August 22, 2013		Rehire - Temporary 44909
Delgado, Denise	Teacher	Willard	August 22, 2013		Rehire - Probationary II
Do, Mike	Teacher	Godinez	August 22, 2013		Rehire - Probationary I
Dominguez, Erika	Teacher	Jefferson	August 22, 2013		Rehire - Temporary 44909
Dowd, Arica	Teacher	McFadden	August 22, 2013		Rehire - Probationary II
Dreyer, Claire	Teacher	Valley	August 22, 2013		Rehire - Probationary II
Eastly, Nicole	Teacher	Lathrop	August 22, 2013		Rehire - Temporary 44909
Elmasry, Fareed	Teacher	Esqueda	August 22, 2013		Rehire - Temporary 44909
Esaki, Aimee	Teacher	Valley	August 22, 2013		Rehire - Temporary 44909
Espinoza Onofre, Danelia	Counselor	McFadden	August 1, 2013		Rehire - Temporary 44909
Ferullo, Nicole	Teacher	Carr	August 22, 2013		Rehire - Temporary 44909
Figueroa, Ernesto	Teacher	Century	August 22, 2013		Rehire - Probationary II
Friedman, Margaret	Teacher	Carr	August 22, 2013		Rehire - Probationary II

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - July 23, 2013

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
NEW HIRES/RE-HIRES (Continued)					
Gamnig, Michael	Teacher	Segerstrom	August 22, 2013		Rehire - Probationary II
Gerstman, Clifford	Teacher	Middle College	August 14, 2013		Rehire - Probationary II
Gonzales, Ray	Teacher	Carr	August 22, 2013		Rehire - Probationary II
Gonzalez, Araceli	Teacher	McFadden	August 22, 2013		Rehire - Temporary 44909
Gutierrez, Karina	Teacher	Jefferson	August 22, 2013		Rehire - Temporary 44909
Harshman, Shannon	Teacher	Carr	August 22, 2013		Rehire - Probationary II
Henry, Elizabeth	Teacher	Villa	August 22, 2013		Rehire - Probationary II
Hernandez, Marissa	Teacher	Chavez	August 22, 2013		Rehire - Probationary II
Hoffmann, Alan	Teacher	Century	August 22, 2013		Rehire - Temporary 44909
Howard, Nicol	Teacher	Monte Vista	August 22, 2013		Rehire - Temporary 44909
Juarez, Crystal	Teacher	Wilson	August 22, 2013		Rehire - Temporary 44909
Kim, Hannah	Teacher	Greenville	August 22, 2013		Rehire - Temporary 44909
Knobbe, Christine	Teacher	Valley	August 22, 2013		Rehire - Temporary 44909

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - July 23, 2013

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
NEW HIRES/RE-HIRES (Continued)					
Lord, Douglas	Teacher	Villa	August 22, 2013		Rehire - Probationary II
Lutack, Ian	Teacher	Valley	August 22, 2013		Rehire - Temporary 44909
Martin, Erica	Teacher	Segerstrom	August 22, 2013		Rehire - Temporary 44909
Maxwell, Chelsea	Teacher	Willard	August 22, 2013		Rehire - Probationary II
Medina, Anthony	Teacher	Lathrop	August 22, 2013		Rehire - Temporary 44909
Mitsicourides, Alexander	Teacher	Century	August 22, 2013		Rehire - Intern
Morgan, Juliana	Teacher	Saddleback	August 22, 2013		Rehire - Probationary II
Morrell, Kathryn	Teacher	Carr	August 22, 2013		Rehire - Probationary II
Morris, Matthew	Teacher	Valley	August 22, 2013		Rehire - Temporary 44909
Morten, Jessica	Teacher	Martin	August 22, 2013		Rehire - Temporary 44909
Murgolo, Kimberly	Teacher	Lorin Grisct	August 22, 2013		Rehire - Temporary 44909 (33.3% contract)
Navarro, Oscar	Teacher	Heninger	August 22, 2013		Rehire - Temporary 44909
O'Neill, Kellie	Teacher	Willard	August 22, 2013		Rehire - Probationary II

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - July 23, 2013

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
NEW HIRES/RE-HIRES (Continued)					
Oliver, Harry	NJROTC	Santa Ana	August 22, 2013		Rehire - NJROTC 44912
Orozco, Mayra	Teacher	Valley	August 22, 2013		Rehire - Temporary 44909
Osseck, Thomas	NJROTC	Santa Ana	August 22, 2013		Rehire - NJROTC 44912
Palomino, Carina	Teacher	Thorpe	August 22, 2013		Rehire - Temporary 44909
Parchmann, Mark	Teacher	Alternative Education	August 22, 2013		Rehire - Probationary II
Park, Deborah	Teacher	Mendez	August 22, 2013		Rehire - Temporary 44909
Parvin, Jodi	Nurse	Pupil Support Services	August 15, 2013		Rehire - Probationary II
Pearson, Noel	Teacher	Carr	August 22, 2013		Rehire - Probationary II
Penman, Jennifer	Teacher	Davis	August 22, 2013		Rehire - Temporary 44909
Peterson, Erik	Teacher	Santiago	August 22, 2013		Rehire - Probationary II
Phan, Nu	Librarian	Santa Ana	August 1, 2013		Rehire - Temporary 44909
Polydoros, Lori	Teacher	Lathrop	August 22, 2013		Rehire - Temporary 44909
Prestinary, Irene	Teacher	Sierra	August 22, 2013		Rehire - Probationary II

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - July 23, 2013

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
NEW HIRES/RE-HIRES (Continued)					
Putros, Danial	Teacher	Alternative Education	August 22, 2013		Rehire - Temporary 44909
Quintero, Rebecca	Teacher	Lincoln	August 22, 2013		Rehire - Temporary 44909
Radford, David	Teacher	Mendez	August 22, 2013		Rehire - Probationary II
Ramirez, Hayley	Teacher	Mitchell	August 22, 2013		Rehire - Probationary II
Romo, Maria D.	Teacher	McFadden	August 22, 2013		Rehire - Temporary 44909
Salas, April	Teacher	Mendez	August 22, 2013		Rehire - Temporary 44909
Sanchez, Rogelio	Teacher	McFadden	August 22, 2013		Rehire - Probationary II
Silva, Ranithi	Teacher	Saddleback	August 22, 2013		Rehire - Temporary 44909
Stack, Theresa	Teacher	Community Day	July 1, 2013		Rehire - Probationary II
Stevens, Kelly	Teacher	Valley	August 22, 2013		Rehire - Temporary 44909
Su, Jennifer	Teacher	Valley	August 22, 2013		Rehire - Temporary 44909
Sullivan, Lory	Teacher	Lathrop	August 22, 2013		Rehire - Probationary II
Terich, Michael Jr.	Teacher	Carr	August 22, 2013		Rehire - Temporary 44909

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - July 23, 2013

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
NEW HIRES/RE-HIRES (Continued)					
Tolles, Jaime	Teacher	Carr	August 22, 2013		Rehire - Temporary 44909
Vartanian Florez, Sonya	Teacher	Lathrop	August 22, 2013		Rehire - Probationary II
Villasenor, Julio	Teacher	Spurgeon Curriculum and Instruction/Staff Development	August 22, 2013		Rehire - Probationary II
Weissman, Ashleigh	Teacher		August 1, 2013		Rehire - Probationary II
Wiese, Christina	Teacher	Carr	August 22, 2013		Rehire - Probationary II
Wolff, Amanda	Teacher	Lathrop	August 22, 2013		Rehire - Temporary 44909
Wood, Michael	Teacher	Alternative Education	August 22, 2013		Rehire - Probationary II
You, Hahnuel	Teacher	Middle College	August 14, 2013		Rehire - Probationary II
Zavala, Nidia	Teacher	Pio Pico	August 22, 2013		Rehire - Temporary 44909
OFFER OF EMPLOYMENT - ROP					
Aguilar, Monica C.	Teacher-Culinary Arts	ROP	August 22, 2013	June 20, 2014	Rehire - 44910
Erikson, Tom	Teacher-Criminal Justice	ROP	August 22, 2013	June 20, 2014	Rehire - 44910

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - July 23, 2013

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
OFFER OF EMPLOYMENT - ROP (Continued)					
Fe, Helen	Teacher-Medical Assistant	ROP	August 22, 2013	June 20, 2014	Rehire - 44910
Magarro, June	Teacher-Computer Technology	ROP	August 22, 2013	June 20, 2014	Rehire - 44910
Nusbickel, Thomas	Teacher-Pre-Engineering	ROP	August 22, 2013	June 20, 2014	Rehire - 44910
Vu, Minh T.	Teacher-Computers Aided Drafting	ROP	August 22, 2013	June 20, 2014	Rehire - 44910
Zook, Danny	Teacher-Automotive	ROP	August 22, 2013	June 20, 2014	Rehire - 44910
ABSENCE (3 to 20 duty days) - Without Pay with Benefits					
Duran Smith, Maria	Principal	Heroes	June 3, 2013	June 18, 2013	Personal
Hayward, Kelly	Teacher	Sierra	May 31, 2013	June 14, 2013	Child Care
FAMILY CARE AND MEDICAL LEAVE ABSENCE (3 to 20 duty days) - Paid with Benefits					
Carrillo, Joaquin	Teacher	Washington	May 28, 2013	June 13, 2013	Statutory
Flevotomos, Krystal	Teacher	Santa Ana	May 28, 2013	May 29, 2013	Statutory
FAMILY CARE AND MEDICAL LEAVE ABSENCE (3 to 20 duty days) - Without Pay with Benefits					
Flevotomos, Krystal	Teacher	Santa Ana	May 30, 2013	June 14, 2013	Statutory

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Personnel Calendar

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NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Paid with Benefits					
Peoples, Susan	Teacher	Greenville	May 6, 2013	June 14, 2013	Statutory
EXTENSION ON FAMILY CARE AND MEDICAL LEAVE ABSENCE (3 to 20 duty days) - Paid with Benefits					
Pattullo, Paulette	Teacher	Sierra	June 4, 2013	June 7, 2013	Statutory
EXTENSION ON LEAVE (21 duty days or more) - Paid with Benefits					
Deleon, Linda	Principal	Garfield	June 27, 2013	July 3, 2013	Statutory
Deleon, Linda	Principal	Garfield	July 4, 2013	August 16, 2013	Statutory
EXTENSION ON LEAVE (21 duty days or more) - Without Pay and Without Benefits					
Presby, Monica	Teacher	Human Resources	August 22, 2013	June 20, 2014	Child Care
CORRECTION ON FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Paid with Benefits					
Small, Lisa	Teacher	Hoover	April 29, 2013	June 14, 2013	Statutory
LEAVE (21 duty days or more) - Without Pay and Without Benefits					
Jarchow, Jennifer	Teacher	Lathrop	August 22, 2013	June 20, 2014	Personal
Proctor, Timothy	Teacher	McFadden	August 22, 2013	January 15, 2014	Personal

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NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
RESCINDED LEAVES 2013-14 (21 duty days or more) - Without pay and Without Benefits					
Turner, Sheri	Teacher	Century	August 22, 2013	June 20, 2014	Family Responsibilities
RESCINDED 39-MONTH REEMPLOYMENT					
Davis, Nancy	Teacher	Taft	June 13, 2013	September 13, 2016	
EXTENDED WORK YEAR 2012-13					
Espinoza, Aida	Teacher	Community Day	June 18, 2013	June 28, 2013	9 Additional Days
Espinoza, Tony	Teacher	Community Day	June 18, 2013	June 28, 2013	9 Additional Days
Gonzalez, Cesar	Curriculum Specialist	English Learner Programs and Student Achievement	June 24, 2013	June 27, 2013	4 Additional Days
Salafia-Bellomo, Jamie	Curriculum Specialist	English Learner Programs and Student Achievement	June 17, 2013	June 21, 2013	5 Additional Days
GRADE LEVEL LEADERS 2012-13					
Franco-Moore, Daniel		Pio Pico	2012-13		
Valencia, Walter		Pio Pico	2012-13		

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Board Meeting - July 23, 2013

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
EXTRA DUTY 2013-14					
Bishop, Jeff	Principal	Sierra	July 1, 2013	August 1, 2013	Regular Hourly Rate
Cruz, Matthew	Assistant Principal	Sierra	July 1, 2013	August 1, 2013	Regular Hourly Rate
EXTRA DUTY 2012-13					
Mouness, Barbara	Speech and Language Pathologist	Speech Department	August 16, 2012	August 16, 2012	Regular Hourly Rate
Sandoval, Paula	Teacher	Segerstrom	March 1, 2013	June 13, 2013	Extra Period
SUMMER SCHOOL COUNSELORS					
Castillo, Leslie	Counselor	Segerstrom	June 18, 2013	June 20, 2013	Summer School Rate
Castro, Elizabeth	Counselor	Godinez	July 11, 2013	July 11, 2013	Summer School Rate
Chavez, Veronica	Counselor	Godinez	June 18, 2013	June 18, 2013	Summer School Rate
Daniele, Rita	Counselor	Santa Ana	June 18, 2013	June 18, 2013	Summer School Rate
Delgado, Tara	Counselor	Saddleback	July 10, 2013	July 11, 2013	Summer School Rate
Gonzalez, Frankie	Counselor	Segerstrom	July 8, 2013	July 11, 2013	Summer School Rate

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NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
SUMMER SCHOOL COUNSELORS (Continued)					
Griset-Villanueva, Gabrielle	Counselor	Segerstrom	June 18, 2013	June 20, 2013	Summer School Rate
Gurski, Berenice	Counselor	Santa Ana	June 18, 2013	June 20, 2013	Summer School Rate
Hernandez, Tomas	Counselor	Century	July 8, 2013	July 11, 2013	Summer School Rate
Lara, Maria A.	Counselor	Segerstrom	June 18, 2013	June 20, 2013	Summer School Rate
Mejia, Monica	Counselor	Segerstrom	July 8, 2013	July 11, 2013	Summer School Rate
Padilla, Alejandro	Counselor	Lorin Griset	June 18, 2013	August 1, 2013	Summer School Rate
Pereyra, Jose	Counselor	Valley	June 18, 2013	July 3, 2013	Summer School Rate
Perez, Veronica	Counselor	Santa Ana	July 11, 2013	July 11, 2013	Summer School Rate
Quezada, Fabiola	Counselor	Saddleback	July 8, 2013	August 1, 2013	Summer School Rate
Reed, Diane	Counselor	Godinez	June 18, 2013	July 11, 2013	Summer School Rate
Ridoutt-Schonborn, Arlette	Counselor	Santa Ana	June 18, 2013	June 19, 2013	Summer School Rate
Rymer, Teresa	Counselor	Santa Ana	June 18, 2013	June 19, 2013	Summer School Rate
Sachs, Stephanie	Counselor	Saddleback	June 18, 2013	July 11, 2013	Summer School Rate

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Board Meeting - July 23, 2013

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
SUMMER SCHOOL COUNSELORS (Continued)					
Valdez, Javier	Counselor	Valley	July 8, 2013	July 11, 2013	Summer School Rate
Valenzuela, Alba	Counselor	Century	June 18, 2013	June 20, 2013	Summer School Rate
Villarreal, Nancy	Counselor	Saddleback	July 8, 2013	July 31, 2013	Summer School Rate
SUMMER SCHOOL TEACHERS					
Crocker, Randy		Century			
Dalton, Monica		Valley			
McDonald, Charles		Valley			
Pena, Maricela		Lorin Grisnet			
Ramirez, Angelica		Santa Ana			
Shelton, Arlyn		Lorin Grisnet			
Vasquez, Jose		Valley			
Vela, Eddie		Santa Ana			
SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS					
Duran, Corrine		Muir			
Hsu, Maylin		Esqueda			
Troup, Mary		Washington			
Vijayvargiya, Shalini		Muir			
Wedekind, Patricia		Valley			

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Board Meeting - July 23, 2013

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
SUMMER SCHOOL NURSES					
Rahmani, Beeta		Pupil Support Services			
Ytuarte, Laurie		Pupil Support Services			
Zermeno, Sommer		Pupil Support Services			
SUMMER HOME TEACHERS					
Bremmer, Amber					
Childress, Allen					
Childress, Carmen					
Delgado, Alejandro					
Floriano, Raquel					
Gonzalez, Maria L.					
Grajeda, Glorice					
Levitin, Ganna					
McTigue, Marilena					
Morales, Charleen					
Negrete Aguayo, Edaena					
Nelson, Kurt					
Ramirez, Brandi					
Reyes, Robert					
Reynoso, Jesse					
Sachdeva, Sneh					
Sanchez, Rudy					

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - July 23, 2013

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
SUMMER HOME TEACHERS (Continued)					
Sandoval, Paula					
Shimasaki, Darren					
Smith, Blake					
Towner, Michele					
Valencia, Walter					
ROP TEACHERS 2013-14					
Acuna, Jennifer					
Aguilar, Monica C.					
Carson, Gerald					
Corr, Sandra					
Curriel, Danny					
Dervis, Nancy					
Duran, Santa					
Erikson, Tom					
Fe, Helen					
Fischer, Charlene					
Gordon, Roger					
Henriquez, Noe					
Joyce, Maureen					
Katz, David					
Long, Lana					
Lynch, Kenneth					
Magarro, June					
Maharaj, Chester					

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NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
ROP TEACHERS 2013-14 (Continued)					
Manrique, Ricardo					
Mitchell, Herman					
Noel, Barbara					
Nusbickel, Thomas					
Polhamus, Jason					
Rich, Christine					
Russo, Joseph					
Sotelo, Laura					
Tapia, Anita					
Ungar, William					
Vu, Minh T.					
Zook, Danny					
ROP SUBSTITUTE TEACHERS 2013-14					
Acuna, Jennifer					
Aguilar, Monica C.					
Borzilleri, Gail					
Carson, Gerald					
Curiel, Danny					
Davis, Jacqueline					
Dervis, Nancy					
Duran, Santa					
Erikson, Tom					
Fe, Helen					
Field, Patricia					

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Personnel Calendar CERTIFICATED PERSONNEL CALENDAR

Board Meeting - July 23, 2013

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
ROP SUBSTITUTE TEACHERS 2013-14 (Continued)					
Fischer, Charlene					
Garza, Cesar					
Grogan, Janet					
Henriquez, Noe					
Joyce, Maureen					
Katz, David					
Long, Lana					
Lynch, Kenneth					
Magarro, June					
Maharaj, Chester					
Manrique, Ricardo					
Mireles, Jose					
Mitchell, Herman					
Navarro, Yanira					
Noel, Barbara					
Nusbickel, Thomas					
Polhamus, Jason					
Rich, Christine					
Russo, Joseph					
Savchenko, Valentina					
Schwinge, Terrence					
Sotelo, Laura					
Tapia, Anita					
Ungar, William					
Verino, Sergio					
Vu, Bob					

CERTIFICATED PERSONNEL CALENDAR

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Board Meeting - July 23, 2013

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
ROP SUBSTITUTES TEACHERS 2013-14 (Continued)					
Vu, Minh T.					
Zook, Danny					
HOME TEACHERS 2013-14					
Apostol, Barbara	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Barringer, Amanda	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Batiste, Cheryl	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Berber-Prado, Angelica	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Bojorquez, Linsey	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Bussjaeger, Jerrald	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Carlson, Jonathan	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Childress, Allen	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Childress, Carmen	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Collins, Rachelle	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis

CERTIFICATED PERSONNEL CALENDAR

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Board Meeting - July 23, 2013

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
HOME TEACHERS 2013-14 (Continued)					
Delgado, Oscar	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Esqueda, Edith	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Fedele, Stephen	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Fenwick, Randolph	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Gonzalez, Maria L.	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Grajeda, Elvia	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Hoolihan, Kathleen	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Kapamajian, Jazmin	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Levitin, Ganna	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Lopez, Luis	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Madrid, Albert	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Meade, Donna	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Mejia, Juan C.	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis

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Personnel Calendar

Board Meeting - July 23, 2013

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
HOME TEACHERS 2013-14 (Continued)					
Mohr, Lawrence	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Morales, Charleen	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Morris, Elisa	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Nelson, Kurt	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Nessel, Gina	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Olsen, Terri	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Ortiz, Brenda	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Oslanker, Rebecca	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Osorio, Patricia	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Park, Chu	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Pola, Kevin	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Quintero, Eliseo	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Ramos, Rafael	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis

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Personnel Calendar
Board Meeting - July 23, 2013

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
HOME TEACHERS 2013-14 (Continued)					
Reyes, Robert	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Reynoso, Jesse	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Sandoval, Paula	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Shelby, Cathy	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Shimasaki, Darren	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Siegel, Gina	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Smith, Blake	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Smith, Clo	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Sonne-Diddi, Jaimeson	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Thomas, Maryanne	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Valencia, Walter	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Vazquez, Hugo	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Wiebe, Christine	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis

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CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - July 23, 2013

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
HOME TEACHERS SUBSTITUTES 2013-14					
Aguirre, Maria	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Akzin, Hilary	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Barron, Diane	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Bliznik, Marian	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Bremmer, Amber	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Buist, Merrijoy	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Delgado, Alejandro	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Floriano, Raquel	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Galindo, Arlene	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Garcia, Michelle	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Grajeda, Glorice	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Herrera, Keith	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Mctigue, Marilena	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis

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NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
HOME TEACHERS SUBSTITUTES 2013-14					
Negrete Aguayo, Edaena	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Pette, Maryann	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Ramirez, Brandi	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Richardson, Marylou	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Rivett, Victoria	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Ryen, Gladys	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Sachdeva, Sneh	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Sanchez, Rudy	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Seager, Susan	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Towner, Michele	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Yardumian, Erika	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis
Yardumian, Miriam	Home Teacher	Pupil Support Services	August 27, 2013	June 19, 2014	If and as needed basis

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**AGENDA ITEM REQUESTS
CERTIFICATED
2013-14**

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
2013 Avidizing	Lathrop	EIA-LEP	\$2,000	August 13, 2013
Academic Pentathlon Coaches	Mendez	General Fund	\$6,600	September 3, 2013
After School Tutoring	Washington	Title I	\$3,000	August 27, 2013
Annual California English Language Development Test (CELDT) Training and Testing	English Learner Programs and Student Achievement	EIA-SCE	\$289,680	July 24, 2013
AVID Coordinator	McFadden	EIA-SCE	\$2,500	August 1, 2013
AVID Coordinator	Carr	AVID	\$2,300	August 22, 2013
AVID Summer Institute Conference	Lathrop	EIA-LEP	\$2,970	July 24, 2013
Before and After School Tutoring	Lincoln	EIA-SCE	\$12,000	October 21, 2013
Career Technical Student Organization Supervision	CTE-ROP	Perkins IV Career and Technical Education	\$7,500	August 31, 2013
CCSS Curriculum Units of Study Writing	Educational Services K-12	Bechtel - K-8 CCSS-M	\$5,000	July 24, 2013
CTE Model Curriculum Standards Alignment	CTE-ROP	Perkins IV Career and Technical Education	\$10,000	August 31, 2013
Dance Camp (Ratification)	Saddleback	Dance Team ASB Donations	\$1,339	July 15, 2013
Dance Clinic (Ratification)	Saddleback	Dance Team ASB Donations	\$1,339	July 22, 2013
Education Academy Planning (TEACH Academy)	Century	Education Academy Grant	\$10,000	July 24, 2013
Education Academy Planning (TEACH Academy)	Century	Education Academy Grant	\$28,000	July 24, 2013

**Board Meeting
July 23, 2013**

**AGENDA ITEM REQUESTS
CERTIFICATED
2013-14**

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
Elementary Division Curriculum Committee Professional Development and Planning (Ratification)	Educational Services K-12	Title II	\$8,000	July 1, 2013
English Learner Saturday Academy	Santa Ana	EIA-LEP	\$20,000	September 14, 2013
Extra Duty-ADR (Ratification)	Special Education	Special Education	\$6,572	July 1, 2013
Intervention Programs	Carr	Title I	\$20,000	August 1, 2013
Intervention Substitute Teacher	Carver	Title I	\$11,000	August 27, 2013
Intervention Substitutes	Valley	SIG	\$9,825	July 24, 2013
Intervention Substitutes	Valley	EIA-LEP	\$20,000	August 27, 2013
K-2 Intervention Substitutes	Lincoln	EIA-SCE	\$12,000	October 7, 2013
K-5 Intervention Substitutes	Heroes	EIA-SCE	\$14,000	August 1, 2013
K-5 Intervention Substitutes	Kennedy	EIA-SCE	\$35,000	August 27, 2013
K-5 Intervention Substitutes	Wilson	EIA-SCE	\$40,000	July 24, 2013
K-5 Intervention Tutor	Edison	Title I	\$10,000	August 21, 2013
Math Coach - Special Project	Garfield	EIA-SCE	\$1,000	August 28, 2013
McFadden Before/After School Tutoring	McFadden	EIA-SCE	\$7,500	August 28, 2013
McFadden Staff Development	McFadden	EIA-SCE	\$1,500	August 22, 2013
McFadden Study Support Class	McFadden	EIA-SCE	\$3,000	August 27, 2013
Migrant Education Tutoring Services	Migrant Education Program - English Learner Programs	Migrant Education Program	\$60,000	September 1, 2013
Multi-Tiered System of Support (MTSS) Representative Meetings for 2013-14 (Ratification)	Support Services Division	Title I	\$17,000	July 1, 2013
Multi-Tiered System of Support (MTSS) Support Training (Ratification)	Support Services Division	Title I	\$21,000	July 1, 2013

**Board Meeting
July 23, 2013**

**AGENDA ITEM REQUESTS
CERTIFICATED
2013-14**

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
Multi-Tiered System of Support (MTSS) Support Training (Ratification)	Support Services Division	Title I	\$15,000	July 1, 2013
PAR Panel/Consulting Teacher Stipends	BTSA Induction Program - Human Resources	PAR	\$25,000	August 1, 2013
Parent Education	Heroes	Title I	\$500	August 1, 2013
Parent Education 2013-14	Garfield	Title I	\$1,000	August 1, 2013
Planning	Heroes	Title I	\$1,000	August 1, 2013
Positive Behavior Intervention Support (PBIS)	Garfield	Title I	\$1,800	August 27, 2013
Preparation Period for ESY (Ratification)	Special Education	Special Education	\$9,000	June 24, 2013
Program Planning	Carr	EIA-SCE	\$10,000	August 22, 2013
Read 180 & Systems 44 Training	Lathrop	EIA-LEP	\$2,400	August 13, 2013
ROP Staff Development	CTE-ROP	Perkins IV Career and Technical Education	\$14,172	August 31, 2013
ROP Staff Development CTE	CTE-ROP	Perkins IV Career and Technical Education	\$14,172	August 31, 2013
Saturday Saint Academy	Santa Ana	Title I	\$7,000	September 21, 2013
Saturday School Program	Villa	EIA-SCE	\$15,000	September 16, 2013
Saturday Tutoring	Mendez	EIA-SCE	\$2,000	September 3, 2013
Staff Development	Heroes	Title I	\$2,000	August 1, 2013
Staff Development	Washington	Title I	\$3,000	August 22, 2013
Staff Development	Wilson	Title I	\$4,000	July 24, 2013
Staff Development 2013-14	Garfield	Title I	\$2,000	July 24, 2013
Staff Development Instructor	Garfield	EIA-SCE	\$500	August 28, 2013

**Board Meeting
July 23, 2013**

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - July 23, 2013

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
LAY-OFF						
Schneider, Kathleen	Instr. Stock Clerk	Special Ed.	June 28, 2013			
RETIREMENTS						
Johnson, Harvey	Custodian	Esqueda	July 3, 2013			5 years 18 years, 3 months
Lopez, Linda	Sch. Off. Mgr. Elem.	Santiago	September 2, 2013			
RESIGNATIONS						
Bermudez, Iduma	Ed. Research Data Support Specialist	Research & Evaluation	July 11, 2013			Personal - 8 years, 9 months
Fernandez-Robledo, Claudia	Instr. Asst. Sev. Dis.	Adams	August 1, 2013			Personal - 2 years
Galarza, Theresa	Site Clerk	Muir	June 21, 2013			Personal - 3 years, 3 months
Hakim, Aamir	Programmer Analyst	ITC	June 30, 2013			Personal - 3 years, 6 months
Mercer, Sabrina	SSP Special Ed.	Greenville	June 13, 2013			Personal - 1 year, 5 months
Miller, Teonia	Headstart Teacher	King	June 14, 2013			Personal - 4 years, 7 months
Oleo, Christian	Library Media Tech.	Davis	June 14, 2013			

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - July 23, 2013

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
TERMINATION						
Torres, Veronica	Site Clerk	Thorpe	June 14, 2013			7 years, 5 months
39 MONTH REEMPLOYMENT (100 Day Differential Ended)						
Lara, John	Welder	Bldg. Svcs.	July 10, 2013			
ABSENCE (3 to 20 duty days) - Without Pay						
Ulloa, Corina	Mgr. of Food Svcs. Operation	Food 4 Thought	July 5, 2013	August 1, 2013		Personal
FAMILY CARE & MEDICAL LEAVES (21 duty days or more) - Paid						
Dominguez, Michelle	Admin. Secretary	Supt's Office	June 24, 2013	July 24, 2013		Statutory Leave
Ornelas, Juana	Sch. Office Mgr. Inter.	Mendez	June 20, 2013	September 13, 2013		Statutory Leave
EXTENSION OF FAMILY CARE & MEDICAL LEAVE (21 duty days or more) - Paid						
Morales, Rebeca	Fd. Svc. Wkr.	Century	June 12, 2013	July 28, 2013		Statutory Leave

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - July 23, 2013

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
PROBATIONARY APPOINTMENTS						
Goddard, Joshua	Mgr. of Food Svc. Operations	Food 4 Thought	July 1, 2013		Level 25/1	
Rodriguez, Veronica	SSP Special Ed.	Jackson	August 27, 2013		19/1	
PROMOTIONAL APPOINTMENTS						
Autism						
De La Roca, Xavier	Paraprofessional	Esqueda	August 27, 2013		24/2	
Martinez, Juliana	Instr. Asst. Sev. Dis.	Mitchell	August 27, 2013		20/3	
Fd. 4						
Mejia, Yesenia	Fd. Svc. Spvr. Elem.	Thought	August 27, 2013		15/5	
Autism						
Melgar, Vanessa	Paraprofessional	Lincoln	August 27, 2013		24/3	
Santana, Maria	Instr. Asst. Sev. Dis.	Mitchell	August 27, 2013		20/6 + Bil.	
REASSIGNMENTS						
Autism						
Alcaraz, Richard	Paraprofessional	Saddleback	August 27, 2013		24/5	
Alvarado, Charmaine	Instr. Stock Clerk	Special Ed.	July 1, 2013		20/6	
Autism						
Athreya, Mallika	Instr. Asst. Computer	Diamond	August 27, 2013		26/3	
Bejarno, Luz	Instr. Asst. Sp. Ed.	Esqueda	August 27, 2013		15/6 + Bil.	
Bravo-Solis, Miguel	Plant Cust. Elem.	Diamond	July 1, 2013		28/1	
Calleros, Valerie	Site Clerk	Heninger	August 16, 2013		24/3	

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - July 23, 2013

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
REASSIGNMENTS (Continuation)						
Cante, Maria	Community and Family Outreach Liaison	PSS	July 31, 2013		36/5	
Cervantes, Maria del Lourdes	Community and Family Outreach Liaison	PSS	July 31, 2013		36/3	
Chakradeo, Parinita	Instr. Asst. Computer	Jefferson	August 27, 2013		26/3	
Chavez, Inocencio	Community and Family Outreach Liaison	PSS	July 31, 2013		36/4	
Chavez, Jennifer	Nutrition Specialist Autism	Fd. 4 Thought	July 31, 2013		49/6	
Diaz, Yvette	Paraprofessional Autism	Carver	August, 27, 2013		24/2	
Eliot, Melinda	Paraprofessional	Roosevelt	August 27, 2013		24/6	
Felix, Rocio	Instr. Asst. Sev. Dis. Autism	Fremont	August 27, 2013		20/6	
Garnica, Yolanda	Paraprofessional Community and Family Outreach	Lowell	August 27, 2013		24/6 + Bil.	
Gonzalez, Carolina	Liaison	PSS	July 31, 2013		36/3	

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - July 23, 2013

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
REASSIGNMENTS (Continuation)						
Guillen, Nereida	Community and Family Outreach Liaison	PSS	July 31, 2013		36/6	
Higareda, Adriana	Autism Paraprofessional	Roosevelt	August 27, 2013		24/6 + Bil.	
Ibarra, Jorge	Autism Paraprofessional	Carver	August 27, 2013		24/6 + Bil.	
Juarez, Fernando	Department Spec.	Risk Mgmt.	July 1, 2013			
Kendall, Joanne	Admin. Secretary	Fd. 4 Thought	July 1, 2013		30/6	
Lopez, Ana Maria	Autism Paraprofessional	Roosevelt	August 27, 2013		24/4	
Lopez, Michael	Instr. Asst. Computer	Lincoln	August 27, 2013		26/3	
Mares, Patricia	Autism Paraprofessional	Martin	August 27, 2013		24/5 + Bil.	
Marquez, Alberto	Autism Paraprofessional	Martin	August 27, 2013		24/6	
Marquez, Cynthia	Registrar Int.	Willard	July 31, 2013		24/3	
Mendez, Lorena	Instr. Asst. Computer	Romero-Cruz	August 27, 2013		26/3	
Murtaza, Zohra	Site Clerk	Thorpe	August 16, 2013		24/2	

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - July 23, 2013

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
REASSIGNMENTS (Continuation)						
Padilla, Lizbeth	Community and Family Outreach Liaison	PSS	July 31, 2013		36/4	
Penunuri, Jesse	Community and Family Outreach Liaison	PSS	July 31, 2013		36/3	
Perez, Martha	Department Spec.	Bldg. Svcs.	July 1, 2013		28/6	
Robledo, Ariadna	Community and Family Outreach Liaison	PSS	July 31, 2013		36/3	
Rodriguez, Silvia	Autism Paraprofessional	Roosevelt	August 27, 2013		24/6 + Bil.	
Romero, Elizabeth	Site Clerk	Martin	August 16, 2013		24/5	
Sanchez, Angelica	Site Clerk	Fd. 4 Thought	August 16, 2013		24/2	
Sanchez, Faviola	Autism Paraprofessional	Remington	August 27, 2013		24/6	
Torres, Arlet	Instr. Asst. Visual Impaired	Speech Dept.	June 4, 2013		17/6	
REASSIGNMENT (Voluntary Demotion)						
Vazquez, Silvia	Instr. Asst. Visual Impaired	Speech Dept.	August 27, 2013		17/2	

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - July 23, 2013

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
REASSIGNMENT (Voluntary Demotion) In-Lieu of Lay-Off						
Alarcon, Martha	Sr. Admin. Clerk	Head Start	July 1, 2013		24/6	
ADJUSTMENT OF WORKING ASSIGNMENT						
Jimenez, Yeni	Teacher's Aide	Child Dev.	June 12, 2013		10/2	From 3.9 hours to 8 hours
TEMPORARY APPOINTMENTS - Out of Class Compensation						
Camberos, Gabriel	Inter. Ld. Custodian	Bldg. Svcs.	June 3, 2013	July 31, 2013	25/6 + Diff.	
Corona, Gregorio	Sr. Groundskeeper	Bldg. Svcs.	April 29, 2013	July 1, 2013	30/5	
		Facilities				
Guillen, Etil	Executive Secretary	Dept.	June 1, 2013	June 7, 2013	33/5 + Bil.	
Guzman, Angel	Sr. Groundskeeper	Bldg. Svcs.	July 1, 2013	August 23, 2013	30/5	
Macias, Alfredo	Sr. Groundskeeper	Bldg. Svcs.	July 1, 2013	July 9, 2013	30/5	
	Mgr. of Grounds					
Martinez, John	Maintenance	Bldg. Svcs.	June 10, 2013	July 31, 2013	Level 22/1	
		Food 4				
Paredones, Monica	Personnel Technician	Thought	June 17, 2013	July 31, 2013	32/6	
EXTRA DUTY						
Aguirre, Francisco	DSO	Spurgeon	January 28, 2013		\$27.89	
Cruz, Daicy	Community Worker	Child Dev.	June 17, 2013	August 16, 2013	\$14.00	
Larsen, Cindy	SLPA	Special Ed.	June 17, 2013	June 28, 2013	\$28.73	

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - July 23, 2013

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
EXTRA DUTY (Continuation)						
Larsen, Cindy	SLPA	Special Ed.	July 1, 2013	August 1, 2013	\$28.73	
Lopez, Luz	SLPA	Special Ed.	June 17, 2013	June 28, 2013	\$29.42	
Lopez, Luz	SLPA	Special Ed.	July 1, 2013	August 1, 2013	\$29.42	
Lopez, Ramon	Computer Tech.	Villa	August 21, 2013	August 22, 2013	\$26.87	
		Transition				
Nunez, Alejandro	Instr. Asst. Sev. Dis.	Program	July 1, 2013	June 30, 2014	\$20.30	
Todd, Aurelia	Library Media Tech.	Villa	August 1, 2013	August 16, 2013	\$25.33	
Walkowiak, Stephanie	SLPA	Special Ed.	June 17, 2013	June 28, 2013	\$24.81	
Walkowiak, Stephanie	SLPA	Special Ed.	July 1, 2013	August 1, 2013	\$24.81	
EXTENDED SCHOOL YEAR						
		Adult				
Glass, Vicki	Job Training Asst.	Transition	July 2, 2013	July 18, 2013	\$22.96	
	Licensed Vocational					
Medina, Lindsey	Nurse	Health Svcs.	June 18, 2013	August 1, 2013	\$18.41	
	Licensed Vocational					
Palacios, Cassandra	Nurse	Health Svcs.	June 18, 2013	August 1, 2013	\$18.41	

**AGENDA ITEMS REQUESTS
CLASSIFIED
2013-14 School Year**

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
Activity Supervisors Child Care	Lathrop Intermediate School	Title I	\$750	July 24, 2013
Activity Supervisors Child Care	Lincoln Elementary	EIA-SCE	\$1,515	September 3, 2013
Avid Tutors	Carr Intermediate School	Avid	\$3,000	August 22, 2013
Avid Tutors	Lathrop Intermediate School	EIA-SCE	\$28,044	July 24, 2013
Avid Tutors	Valley High School	EIA-SCE	\$72,090	August 27, 2013
Avid Tutors	Villa Fundamental	EIA-SCE	\$25,000	September 10, 2013
Childcare for Parent Involvement	Valley High School	Title I	\$4,000	July 24, 2013
Childcare for Parent Meetings and Workshops	Carr Intermediate School	Title I	\$2,000	August 1, 2013
Classified Extra Duty Assignments	Wilson	General Funds	\$8,000	July 24, 2013
CTE Model Curriculum Standard Alignment	CTE-ROP	Perkins IV Career and Technical Education	\$10,000	August 31, 2013
Custodial Extra Duty (Ratification)	Lathrop Intermediate School	General Funds Custodial - Extra Duty OT	\$3,000	July 1, 2013
Dance Camp (Ratification)	Saddleback High School	Dance Team ASB Donations	\$1,339	July 15, 2013
Dance Clinic (Ratification)	Saddleback High School	Dance Team ASB Donations	\$1,339	July 15, 2013
Extra Duties - Clerical	Mendez Fundamental	General Funds	\$5,500	August 1, 2013
Extra Duties - Computer Tech	Mendez Fundamental	General Funds	\$1,000	August 1, 2013
Extra Duties - Library Media Tech	Mendez Fundamental	General Funds	\$1,000	August 1, 2013
Extra Duty	Carr Intermediate School	EIA	\$1,000	August 1, 2013
Extra Duty (Ratification)	Special Education	Special Education	\$1,100	January 1, 2013
Extra Duty (Ratification)	Special Education	Special Education	\$1,798	July 15, 2013
Extra Duty (Ratification)	Special Education	Special Education	\$40	June 11, 2013

**AGENDA ITEMS REQUESTS
CLASSIFIED
2013-14 School Year**

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
Extra Duty Assignment for Classified Staff	Villa Fundamental	General Funds	\$15,000	August 27, 2013
Extra Duty/Classified Staff	Kennedy Elementary	Title I	\$8,000	August 27, 2013
Extra Duty for Custodians (Ratification)	Various School Sites	Civic Center	\$45,000	July 1, 2013
Extra Duty for District Safety Officer (Ratification)	Various School Sites	Civic Center	\$50,000	July 1, 2013
Extra Duty for Stage Manager (Ratification)	Various School Sites	Civic Center	\$14,000	July 1, 2013
Extra Duty for Sworn Officer (Ratification)	Various School Sites	Civic Center	\$25,000	July 1, 2013
Godinez - Extra Duty for Custodian (Ratification)	Godinez High School	Godinez - Civic Center	\$4,275	July 1, 2013
Godinez - Extra Duty for District Safety Officer (Ratification)	Godinez High School	Godinez - Civic Center	\$3,000	July 1, 2013
Godinez - Extra Duty for Stage Manager (Ratification)	Godinez High School	Godinez - Civic Center	\$2,731	July 1, 2013
I.A./SSP Translations Services	Edison Elementary	Title I	\$1,000	August 22, 2013
Library Tutoring Before/After School	Mendez Fundamental	EIA/SCE	\$2,000	September 3, 2013
McFadden Communication Support	McFadden Intermediate School	EIA/SCE	\$6,000	August 1, 2013
McFadden Instructional Provider - AVID Program	McFadden Intermediate School	EIA/SCE	\$22,611	August 1, 2013
McFadden Instructional Provider - New Comer Program	McFadden Intermediate School	EIA-LEP	\$11,880	August 28, 2013
McFadden Parent Meeting Childcare	McFadden Intermediate School	Title I	\$1,000	August 27, 2013
McFadden Parent Teacher Communication Support II	McFadden Intermediate School	Title I	\$4,000	August 1, 2013
McFadden Schoolwide Events	McFadden Intermediate School	EIA/SCE	\$3,000	August 1, 2013
Office Extra Duty	Heroes Elementary	Title I	\$1,500	August 1, 2013
Paraprofessionals/ Translators	Lincoln Elementary	EIA	\$1,500	August 27, 2013

**AGENDA ITEMS REQUESTS
CLASSIFIED
2013-14 School Year**

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
ROP Instructional Assistance	CTE-ROP	Perkins IV Career and Technical Education	\$2,000	August 31, 2013
ROP Staff Development	CTE-ROP	Perkins IV Career and Technical Education	\$14,172	August 31, 2013
Schoolwide Events	Carr Intermediate School	EIA-SCE	\$6,000	August 1, 2013
Schoolwide Events	Carr Intermediate School	EIA-SCE	\$6,000	August 1, 2013
Schoolwide Events	Carr Intermediate School	General Funds	\$3,000	September 1, 2013
Schoolwide Events	Lathrop Intermediate School	ELA-LEP	\$7,000	July 24, 2013
Schoolwide Events/Childcare	Heroes Elementary	Title I	\$700	August 1, 2013
Schoolwide Events for Parent Programs	Valley High School	SIG	\$14,478	July 24, 2013
Student Tutoring	Carr Intermediate School	EIA-SCE	\$7,000	August 27, 2013
Summer Computer Maintenance 2013	Godinez High School	General Account	\$2,200	July 24, 2013
Translating/Extra Duty	Heroes Elementary	Title I	\$1,500	August 1, 2013
Translations Services	Edison Elementary	Title I	\$1,000	July 31, 2013
Tutors	Mendez Fundamental	EIA/SCE	\$10,000	September 3, 2013

AGENDA ITEM BACKUP SHEET
July 23, 2013

Board Meeting

TITLE: **Approval of Santa Ana Unified School District Strategic Plan**

ITEM: **Action**

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

SUBMITTED BY: **Arturo Jimenez, Director of Constituency Services**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the Santa Ana Unified School District Strategic Plan.

RATIONALE:

Over the past two years, the Continuous Improvement Team comprised, of parents, students, community members, teachers, and administrators, worked diligently to develop and establish the Santa Ana Unified School District (SAUSD) Strategic Plan. Through the process of collaboration, research and analysis, the Continuous Improvement Team, under the direction of the Superintendent and the SAUSD Board of Education, identified the District's strategic goals and key performance indicators. The strategic plan was developed as a means of charting the District's academic direction and accountability. In addition, the strategic plan serves as an internal and external communication tool that illustrates in one document the District's Overarching Goal, Vision and Mission Statements, Guiding Principals from the Board of Education, Core Values, Core Beliefs (Seven Building Blocks to Our Success), and the SAUSD Student Outcomes.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the Santa Ana Unified School District Strategic Plan.

AGENDA ITEM BACKUP SHEET
July 23, 2013

Board Meeting

TITLE: Board Reports/Activities
ITEM: Reports
SUBMITTED BY: Charles E. McCully, Interim Superintendent
PREPARED BY: Charles E. McCully, Interim Superintendent

BACKGROUND INFORMATION:

The purpose of this agenda item is for members of the Board of Education 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.

CEM:rr