

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

**Board Meeting Agenda**

**Tuesday, March 11, 2014  
6:00 p.m.**

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



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

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

**Rick Miller, Ph.D.  
Secretary /  
Superintendent**

**John Palacio  
Member**

**Rob Richardson  
Clerk**

**Cecilia "Ceci" Iglesias  
Member**

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

***Mission Statement***

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

## **BOARD OF EDUCATION MEETING INFORMATION**

### **Role of the Board**

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

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

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

### **Board Meeting Documentation**

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

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

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

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

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

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

### **Televised Meeting Schedule**

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

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

BOARD OF EDUCATION  
REGULAR MEETING

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

TUESDAY  
March 11, 2014  
6:00 PM

## AGENDA

### CALL TO ORDER

### 5:00 P.M. RECESS TO CLOSED SESSION

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

- 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 54957:

#### PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

- C. 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

- D. With respect to every item of business to be discussed in Closed Session pursuant to Government Code Section 54956.8:

#### CONFERENCE WITH REAL PROPERTY NEGOTIATOR(S)

Within Santa Ana Unified School District Boundaries

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.

### RECONVENE REGULAR MEETING

### 6:00 P.M. MEETING

### PLEDGE OF ALLEGIANCE

## RECOGNITION / ACKNOWLEDGMENT

- Segerstrom High School Associated Student Body
- Classified Employee of the Month for March 2014, Jesus Arreola
- Coach Jeffrey Watts

## SUPERINTENDENT'S REPORT

### PUBLIC PRESENTATIONS (Pursuant to Government Code 54954.3)

- Individuals or groups may make presentations or bring matters to the Board's attention that is within the Board's subject matter jurisdiction. Individual speakers are allowed three minutes to address the Board on agenda or non-agenda items.

### 1.0 APPROVAL OF CONSENT CALENDAR

- 1.1 Approval of Minutes of Regular Board Meeting - February 25, 2014
- 1.2 Approval of Extended Field Trips(s) in Accordance with Board Policy (BP) 6153 – School-Sponsored Trips and Administrative Regulation (AR) 6153.1 – Extended School-Sponsored Trips
- 1.3 Adoption of Intermediate New State Standards Math 6 Course
- 1.4 Adoption of Intermediate New State Standards Math 7 Course
- 1.5 Approval of Head Start Budget Adjustment No. 2 for 2013-14 Program Year
- 1.6 Approval of Submission of Refunding Application for Head Start Funding for 2014-15 Program Year
- 1.7 Approval of Expulsion of Students for Violation of California Education Code Sections 48900, 48900.2, 48900.3, 48900.4, 48900.7, and/or 48915(c) According to Board Policy 5144.1
- 1.8 Approval of Payment and Reimbursement of Costs Incurred for Designated Instructional Services for Students with Disabilities for 2013-14 School Year
- 1.9 Approval of Memoranda of Understanding with Buddhist Tzu Chi Foundation
- 1.10 Ratification of Purchase Order Summary and Listing of Orders \$25,000 and Over for Period of February 12, 2014 through February 25, 2014

- 1.11 Ratification of Expenditure Summary and Warrant Listing for Period of February 12, 2014 through February 25, 2014
- 1.12 Approval/Ratification of Listing of Agreements/Contracts with Santa Ana Unified School District and Various Consultants Submitted for Period of February 12, 2014 through February 25, 2014
- 1.13 Approval of Intranet Network Support Services Agreement with Orange County Superintendent of Schools for Fiscal Years 2013-16
- 1.14 Approval of Internet Service Agreement with Orange County Superintendent of Schools for Fiscal Year 2014–15
- 1.15 Approval of Rejection of Government Code §910 and §910.2 Claim Against Santa Ana Unified School District – File No. 13-14188 MH
- 1.16 Approval of Rejection of Government Code §910 and §910.2 Claim Against Santa Ana Unified School District – File No. 14-14849 JT
- 1.17 Approval of Rejection of Government Code §910 and §910.2 Claim Against Santa Ana Unified School District – File No. 14-14941 MH
- 1.18 Approval of Rejection of Government Code §910 and §910.2 Claim Against Santa Ana Unified School District – File No. 14-14977 JT
- 1.19 Approval to Cancel Special Meeting of Board of Education on March 15, 2014
- 1.20 Approval of Personnel Calendar
- 1.21 Acceptance of Gifts in Accordance with Board Policy 3290 – Gifts, Grants, and Bequests

Items removed from Consent Calendar for discussion and separate action:

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#### ANNOUNCEMENT

- The Board will recognize particular personnel and gifts.

#### PUBLIC HEARING

- Conduct Public Hearing: Authorization to Increase Statutory School Fees Imposed on New Residential and Commercial/Industrial Development Projects Pursuant to Education Code Section 17620 and Government Code Section 65995

## REGULAR AGENDA - ACTION ITEMS

- 2.0 Adoption of Resolution No. 13/14-3005 - Authorization to Increase Statutory School Fees Imposed on New Residential and Commercial/Industrial Development Projects Pursuant to Education Code Section 17620 and Government Code Section 65995
- 3.0 Certification of Second Interim Financial Status (Positive)
- 4.0 Acknowledgement of Educational Partnership with Bowers Museum
- 5.0 Authorization to Award a Contract to Cenergistic, Inc. for Energy Conservation Services
- 6.0 Adoption of Resolution No. 13/14-3007 in Support of Assembly Bill 1453

## REVISION OF EXISTING BOARD BYLAWS, POLICIES, AND ADMINISTRATIVE REGULATIONS

- 7.0 Board Policy 1330 – Use of School Facilities (Revised: For First Reading)
- 8.0 Administrative Regulation 1330.1 – Facilities Use Guidelines and Rate Schedules (Revised: For First Reading)

## BOARD REPORTS

- Board Reports / Activities

## ADJOURNMENT

FUTURE MEETING - The next Regular Meeting of the Board of Education will be held on Tuesday, March 25, 2014, at 6:00 p.m.

**AGENDA ITEM BACKUP SHEET**  
**March 11, 2014**

**Board Meeting**

**TITLE:** Segerstrom High School Associated Student Body

**ITEM:** Recognition

**SUBMITTED BY:** Richard L. Miller, Ph.D., Superintendent

**PREPARED BY:** Deidra Powell, Chief Communications Officer

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to acknowledge high school Associated Student Body (ASB) groups.

**RATIONALE:**

Board of Education members have requested high school ASB student groups attend Board meetings to address the Board and provide information on their school programs and activities.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Acknowledge Segerstrom High School Associated Student Body.

RLM/dp

**AGENDA ITEM BACKUP SHEET**  
**March 11, 2014**

**Board Meeting**

**TITLE:** Classified Employee of the Month for March 2014, Jesus Arreola

**ITEM:** Recognition

**SUBMITTED BY:** Mark A. McKinney, Associate Superintendent, Human Resources

**PREPARED BY:** Mark A. McKinney, Associate Superintendent, Human Resources

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to recognize the Classified Employee of the Month for March 2014.

**RATIONALE:**

A selection committee, consisting of classified employees, has reviewed nominees and selected the Classified Employee of the Month for March 2014. The members have selected Jesus Arreola, Lead Night Custodian, Martin Elementary School.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Recognize Jesus Arreola as Classified Employee of the Month for March 2014.



## **AGENDA ITEM BACKUP SHEET**

**March 11, 2014**

### **Board Meeting**

**TITLE:** Coach Jeffrey Watts  
**ITEM:** Recognition  
**SUBMITTED BY:** Richard L. Miller, Ph.D., Superintendent  
**PREPARED BY:** Deidra Powell, Chief Communications Officer

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#### **BACKGROUND INFORMATION:**

The purpose of this agenda item is to recognize Segerstrom High School Girl's Varsity Basketball Coach Jeffrey Watts for being inducted into the Southern California Interscholastic Coaches Association Hall of Fame and for his 46 years of service to Santa Ana Unified School District (SAUSD).

#### **RATIONALE:**

Coach Jeffrey Watts has been inducted into the Southern California Interscholastic Coaches Association Hall of Fame.

#### **FUNDING:**

Not Applicable

#### **RECOMMENDATION:**

Recognize Coach Jeffrey Watts for being inducted into the Southern California Interscholastic Coaches Association Hall of Fame.

RLM/dp

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

MINUTES

REGULAR MEETING  
SANTA ANA BOARD OF EDUCATION

February 25, 2014

CALL TO ORDER

The meeting was called to order at 5:10 p.m. by Board President Yamagata-Noji. Other members in attendance were Mr. Hernández, Mr. Palacio, and Ms. Iglesias.

Cabinet members present were Dr. Miller, Dr. Haglund, Mr. McKinney, Ms. Lohnes, Ms. Miller, and Dr. Rodriguez. Dr. Phillips and Mr. Dixon were absent.

CLOSED SESSION PRESENTATIONS

Dr. Yamagata-Noji 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 at 5:11 p.m. to consider legal issues, negotiations, and personnel matters.

Mr. Richardson arrived during Closed Session.

RECONVENE OPEN MEETING

The Regular Board meeting reconvened at 6:18 p.m.

PLEDGE OF ALLEGIANCE

The meeting was opened with the Pledge of Allegiance led by Edith Corona, 12<sup>th</sup> grade student at Santa Ana High School.

RECOGNITIONS / ACKNOWLEDGMENTS

Santa Ana High School Associated Student Body

Dr. Yamagata-Noji asked students' Edith Corona, Itzel Guadarrama, Mayte Gutierrez, Daisy Escalante, and Julie Leyva to step to the lectern. They represented Santa Ana High School and shared highlights of the various activities and programs going on at their school.

Customer Service Employee of the Month for February 2014, Marylou Ontiveros

Dr. Yamagata-Noji called Mr. McKinney, Associate Superintendent, Human Resources to step to the lectern. He introduced Mr. Felipe Zamudio, Assistant Principal at Spurgeon Intermediate School, and Mrs. Marylou Ontiveros. Mrs. Ontiveros was selected as the Customer Service Employee of the Month for February 2014 for her positive attitude towards parents, students, and staff.

**SUPERINTENDENT'S REPORT**

Dr. Miller mentioned the start of student conversation sessions. The sessions are designed to get high school students engaged with District administrators and provide input on how school can be more meaningful. He also provided a short video highlighting a very successful CENA. Dr. Miller thanked staff, the Orange County Toy Collaborative, Fullerton Rangers Soccer, SAEA, the California Highway Patrol, Schools First Federal Credit Union, Xerox, Freeway Honda, Rangers Academy, McFadden and Willard Intermediate, and the Vikings of Orange County for their contributions and donations, and a special thank you to Dr. Yamagata-Noji for her leadership and guidance. Dr. Miller concluded his remarks by acknowledging AT&T's \$1.5 million dollar check presentation to Road Trip Nation to benefit Lorin Grisette Academy and Cesar Chavez High Schools.

PUBLIC PRESENTATIONS

Dr. Yamagata-Noji asked those wishing to address the Board on matters related to agenda items to step to the lectern. There were no individuals wishing to address the Board.

**1.0 APPROVAL OF CONSENT CALENDAR**

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

- 1.12 Approval/Ratification of Listing of Agreements/Contracts with Santa Ana Unified School District and Various Consultants Submitted for Period of January 29, 2014 through February 11, 2014

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

- 1.1 Approval of Minutes of Regular Board Meeting - February 11, 2014
- 1.2 Approval of Extended Field Trips(s) in Accordance with Board Policy (BP) 6153 - School-Sponsored Trips and Administrative Regulation (AR) 6153.1 - Extended School- Sponsored Trips
- 1.3 Approval of Submission of California Career Pathways Trust Grant Application for 2014-18 School Years
- 1.4 Approval of Agreement with The John W. Gardner Center for Youth and Communities at Stanford University for Confidential Data Exchange for 2013-15 School Years
- 1.5 Approval of Expulsion of Students for Violation of California Education Code Sections 48900, 48900.2, 48900.3, 48900.4, 48900.7, and/or 48915(c) According to Board Policy 5144.1  
  
316700 - Saddleback High  
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 19, 2014.  
  
41976 - Valley High  
For the violation of Education Code Section 48900, paragraph C, D that the Board expel the student from the schools of the District, and that the student may apply for readmission on or after June 19, 2014.
- 1.6 Approval of Payment and Reimbursement of Costs Incurred for Designated Instructional Services for Students with Disabilities for 2013-14 School Year
- 1.7 Approval of Master Contracts and/or Individual Service Agreements with Nonpublic Schools and Agencies for Students with Disabilities for 2013-14 School Year
- 1.8 Approval of Letter of Agreement with Orange County Health Care Agency for California Healthy Kids Survey for Spring 2014
- 1.9 Approval of Memorandum of Understanding with California School Climate, Health, and Learning Survey System Regional Center Agency of WestEd for California Healthy Kids Survey for Spring 2014
- 1.10 Ratification of Purchase Order Summary and Listing of Orders \$25,000 and Over for Period of January 29, 2014 through February 11, 2014
- 1.11 Ratification of Expenditure Summary and Warrant Listing for Period of January 29, 2014 through February 11, 2014
- 1.13 Authorization to Extend Contract for Installation of Structured Cabling System and Network Equipment with AT&T at Various E-rate Eligible Sites for 2014-15 Fiscal Year
- 1.14 Authorization to Renew Contracts for Cellular Services Districtwide with Verizon Wireless and Sprint Nextel Under E-rate for 2014-15 Fiscal Year

- 1.15 Authorization to Renew Contract for Various Telecommunication and Internet Access Services Districtwide with AT&T Under E-rate for 2014-15 Fiscal Year
- 1.16 Authorization to Renew Contract for CiscoBASE Maintenance and Maintenance of Network Equipment and Cabling Districtwide with NIC Partners, Inc., Under E-rate for 2014-15 Fiscal Year
- 1.17 Authorization to Award Contract for Web Hosting Services Districtwide to SchoolWires, Inc., Contingent on E-rate Funding for Fiscal Year 2014-15
- 1.18 Adoption of Resolution 13/14-3004 - Proclaiming March 3 - 7, 2014, as National School Breakfast Week
- 1.19 Approval of Deductive Change Order No. 1 for Bid Package No. 15 General Construction at Spurgeon Intermediate School Under Modernization Program
- 1.20 Acceptance of Completion of Contracts for Various Projects Districtwide
- 1.21 Approval of Personnel Calendar
- 1.22 Acceptance of Gifts in Accordance with Board Policy 3290 - Gifts, Grants, and Bequests

ITEM REMOVED FROM CONSENT CALENDAR FOR DISCUSSION AND SEPARATE ACTION:

- 1.12 Approval/Ratification of Listing of Agreements/Contracts with Santa Ana Unified School District and Various Consultants Submitted for Period of January 29, 2014 through February 11, 2014

It was moved by Mr. Palacio, seconded by Mr. Richardson, and carried 5-0, to approve/ratify the listing of agreements/contracts with the Santa Ana Unified School District and various consultants submitted for the period of January 29, 2014 through February 11, 2014.

ANNOUNCEMENT

Dr. Yamagata-Noji acknowledged District retirees and gifts received.

PRESENTATIONS

Academic Impact of Preschool Participation

Dr. Yamagata-Noji invited Michelle Rodriguez, Ed.D., Assistant Superintendent, Elementary Education to the lectern. Dr. Rodriguez provided data to support the positive impact of the preschool programs.

Update - Community Day School Implementation of Memorandum of Agreement with Orange County Probation Department

Dr. Yamagata-Noji invited Doreen Lohnes, Assistant Superintendent, Support Services to the lectern. Mrs. Lohnes provided an update on the implementation of Project Reach at Community Day School.

**REGULAR AGENDA - ACTION ITEMS**

2.0 CONSIDERATION/APPROVAL OF LOCAL CONTROL ACCOUNTABILITY PLAN COMMUNITY ENGAGEMENT PROCESS

It was moved by Mr. Palacio, seconded by Mr. Richardson, and carried 5-0, to approve the Local Control Accountability Plan community engagement process.

3.0 APPROVAL OF COMMON CORE PLAN FOR INFRASTRUCTURE AND STUDENT TECHNOLOGY

It was moved by Mr. Richardson, seconded by Mr. Hernández, and carried 5-0, to approve the Common Core Plan for Infrastructure and Student Technology.

4.0 APPROVAL OF SUMMER SCHOOL PROGRAMS FOR 2014-15 SCHOOL YEAR

It was moved by Mr. Palacio, seconded by Dr. Hernández, and carried 5-0, to approve the Summer School Programs for the 2014-15 school year.

5.0 AUTHORIZATION TO AWARD CONTRACT FOR INSTALLATION OF STRUCTURED CABLING SYSTEM AND NETWORK EQUIPMENT TO DIGITAL NETWORKS GROUP, INC., AT VARIOUS E-RATE ELIGIBLE SITES

It was moved by Mr. Hernández seconded by Mr. Richardson, and carried 4-1, Ms. Iglesias dissenting, to authorize staff to award a contract for installation of structured cabling system and network equipment at various E-rate eligible sites, in the amount of \$34,106,392.03, pursuant to Bid No. 03-13 to Digital Networks Group, Inc.

6.0 APPROVAL OF 2014 REPRESENTATIVES TO DELEGATE ASSEMBLY FOR CALIFORNIA SCHOOL BOARDS ASSOCIATION REGION 15

It was moved by Dr. Yamagata-Noji seconded by Mr. Richardson, and carried 5-0, to approve representatives Lauren Brooks (Irvine USD), Meg Cutuli (Los Alamitos USD), Judith Franco (Newport-Mesa USD), Alkamalee Jabbar (Anaheim Union HSD), Rosemary Saylor (Huntington Beach City SD), and Francine Scinto (Tustin USD) to the Delegate Assembly for California School Boards Association (CSBA) Region 15.

7.0 BOARD DIALOGUE REGARDING INCLUSION OF PRESENTATIONS AND DISCUSSIONS IN FUTURE BOARD MEETING AGENDAS

Dr. Yamagata-Noji opened the Board discussion for all members of the Board of Education to make recommendations for presentations and/or topics of discussion at future 2014 Board meetings. Discussion only, no action required.

**REVISION OF EXISTING BOARD BYLAWS, POLICIES, AND ADMINISTRATIVE REGULATIONS**

8.0 BOARD POLICY AND ADMINISTRATIVE REGULATION 1031 - VOLUNTEER WORKER

It was moved by Mr. Richardson seconded by Mr. Hernández, and carried 5-0, to adopt and implement Board Policy and Administrative Regulation 1031 - Volunteer Worker.

9.0 BOARD POLICY AND ADMINISTRATIVE REGULATION 4040 - EMPLOYEE USE OF TECHNOLOGY

It was moved by Mr. Richardson seconded by Mr. Hernández, and carried 5-0, to adopt and implement Board Policy and Administrative Regulation 4040 - Employee Use of Technology.

10.0 BOARD POLICY AND ADMINISTRATIVE REGULATION 6163.4 - STUDENT USE OF TECHNOLOGY (REVISION)

It was moved by Mr. Richardson seconded by Mr. Hernández, and carried 5-0, to adopt and implement Board Policy and Administrative Regulation 6163.4 - Student Use of Technology.

**BOARD AND STAFF REPORTS/ACTIVITIES**

Mr. Richardson

- Had an opportunity to visit Community Day School; enjoyed the visit.
- Visited Lathrop Intermediate School; appreciated the courtesy from Lathrop staff.
- Attended the Road Trip Nation presentation at Lorin Griset Academy; special treat with AT&T.

Mr. Hernández

- Shared that the Public Defender's Office is interested in a partnership with SAUSD; provide 9<sup>th</sup> grade students with class/seminar related to basic knowledge of constitutional rights.

Ms. Iglesias

- Looks forward to the Annual Parent Conference, Saturday, March 1, 2014 at Godinez Fundamental High School.
- Will attend the CSBA LCFF workshop Saturday afternoon.
- Will participate in Read Across America at Romero Cruz Elementary School.

Dr. Yamagata-Noji

- Announced the 20<sup>th</sup> Annual Parent Conference, Saturday, March 1<sup>st</sup> at Godinez Fundamental High School.
- Attending the CSBA LCFF Workshop, Saturday afternoon.
- Announced the upcoming CSBA Annual Education Conference, December 2014.

**REPORT OF ACTION TAKEN IN CLOSED SESSION**

By a vote of 4-0, the Board took action to approve the Workers' Compensation Stipulated Award for former classified custodian, as named in Closed Session, Claim No. SUSD-006186 - in the amount of \$98,957.91.

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

By a vote of 5-0, the Board took action to approve the settlement and release agreement of permanent classified employee, as named in Closed Session - Employee ID #24712, effective February 21, 2014.

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

By a vote of 5-0, the Board took action to approve the settlement and release agreement of permanent classified employee, as named in Closed Session - Employee ID #21785, effective February 21, 2014.

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



By a vote of 5-0, the Board took action to approve the settlement and release agreement of permanent classified employee, as named in Closed Session - Employee ID #13565, effective February 21, 2014.

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

**ADJOURNMENT**

There being no further business to come before the Board, Dr. Yamagata-Noji adjourned the meeting at 10:10 p.m.

The next Regular Meeting will be held on Tuesday, March 11, 2014, at 6:00 p.m.

ATTEST:

\_\_\_\_\_  
Rick Miller, Ph.D.  
Secretary  
Santa Ana Board of Education

**CERTIFICATED PERSONNEL CALENDAR**

Personnel Calendar  
Board Meeting - February 25, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>RETIREMENTS</b>					
Armstrong, Lori	Teacher	Garfield	June 20, 2014		Retirement- 26 years
Cordes, Elaine	Teacher	Greenville	June 20, 2014		Retirement- 25 years
Jacquier, Cynthia	Teacher	Mitchell	June 20, 2014		Retirement - 18 years
Kovash, Mary	Teacher	Franklin	June 20, 2014		Retirement- 30 years
Mac Lean, Shelia	Teacher	Jackson	June 20, 2014		Retirement- 14 years
Maloziec, Diana	Teacher	Heninger	June 20, 2014		Retirement- 26 years
Miller, Gail E.	Speech and Language Pathologist	Speech Department	June 20, 2014		Retirement - 34 years
Pherrin, Katherine	Teacher	Jackson	June 20, 2014		Retirement- 34 years
Searcy, Peggy	Teacher	Greenville	June 20, 2014		Retirement- 23 years
Shipley, Nancy	Teacher	Thorpe	June 20, 2014		Retirement- 25 years
Spivack, Alice	Teacher	Heninger	June 20, 2014		Retirement- 19 years

**Personnel Calendar**  
**Board Meeting - February 25, 2014**  
**CERTIFICATED PERSONNEL CALENDAR**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>RETIREMENTS (Continued)</b>					
	Speech and Language Pathologist				
Twigg, Dora		Speech Department	June 20, 2014		Retirement- 5 years
<b>RESIGNATIONS</b>					
Cesner, Carey	Teacher	Madison	June 20, 2014		Personal- 2 years
Medina, Howard	Teacher	Saddleback	February 10, 2014		Accepted another position- 3 years
					Family Responsibilities- 12 years
Nafiu, Jila	Teacher	Greenville	June 20, 2014		Personal- 1 year
Phillips, Nicole	Teacher	Spurgeon	June 20, 2014		Moving/Family Responsibilities- 9 years
					Other- 1 year
<b>NEW HIRES/RE-HIRES</b>					
Beecher, Robert Jr.	Teacher	Lathrop	February 3, 2014		New Hire- Temporary 44920

**Mark A. McKinney, Associate Superintendent, Human Resources**

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar  
Board Meeting - February 25, 2014**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>NEW HIRES/RE-HIRES (Continued)</b>					
Bickham, Karen	Teacher	Sierra	February 3, 2014		New Hire - Temporary 44909
Cronmiller, Kelsey	Teacher	Sierra	February 3, 2014		New Hire - Temporary 44909
Dietsche, Jocelyn	Teacher	Saddleback	February 18, 2014		New Hire- Temporary 44920
Guillen, Grant	Teacher	Sierra	February 7, 2014		New Hire- Temporary 44909
Kalander, Andrea	Teacher	Lathrop	February 6, 2014		New Hire- Temporary 44909
Keck-Centeno, Julie	Teacher	Willard	February 3, 2014		New Hire - Temporary 44920
Latta, Erica	Teacher	Sierra	February 7, 2014		New Hire- Temporary 44909
Negrete, Bernard III	Teacher	Willard	February 3, 2014		New Hire - Temporary 44909
Nieto Miller, Paula	Teacher	Valley	January 31, 2014		New Hire - Temporary 44909
Pratt, Theodore	Teacher	Willard	February 6, 2014		New Hire- Temporary 44920 (50% of everyday)
Sheppard, Janelle	Teacher	Sierra	February 6, 2014		New Hire- Temporary 44909

**Personnel Calendar                      CERTIFICATED PERSONNEL CALENDAR**  
**Board Meeting - February 25, 2014**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>ABSENCE (3 to 20 duty days) - Without Pay with Benefits</b>					
Salcedo, Jessica	Teacher	Santa Ana	February 3, 2014	March 4, 2014	Child Care
<b>FAMILY CARE AND MEDICAL LEAVE (3 to 20 duty days) - Paid with Benefits</b>					
Sell, Ortencia	Teacher	Valley	February 11, 2014	March 6, 2014	Self Care
<b>EXTENSION ON FAMILY CARE AND MEDICAL LEAVE ABSENCE (3 to 20 duty days) - Paid with Benefits</b>					
Chiara, Celeste	Teacher	King	February 19, 2014	March 16, 2014	Self Care
<b>FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Paid with Benefits</b>					
Crow, Karen	Teacher	Carr	February 6, 2014	April 1, 2014	Self Care
Sommer, Kimberly	Teacher	Mitchell	February 12, 2014	April 23, 2014	Self Care
<b>CORRECTION ON FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Without Pay with Benefits</b>					
Sommer, Kimberly	Teacher	Mitchell	January 13, 2014	February 11, 2014	Statutory
<b>EXTRA DUTY 2013-14</b>					
Alfaro, Marina	Teacher	Willard	February 3, 2014	June 19, 2014	Extra Period
Bickham, Karen	Teacher	Sierra	February 3, 2014	June 19, 2014	Extra Period
Buckley, Brianne	Teacher	Sierra	February 3, 2014	June 19, 2014	Extra Period
Camacho, Graciela	Teacher	Sierra	February 3, 2014	June 19, 2014	Extra Period

**Mark A. McKinney, Associate Superintendent, Human Resources**

**CERTIFICATED PERSONNEL CALENDAR**

Personnel Calendar  
Board Meeting - February 25, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>EXTRA DUTY 2013-14 (Continued)</b>					
Chen, George	Teacher	Century	February 3, 2014	June 19, 2014	Extra Period
Cronmiller, Kelsey	Teacher	Sierra	February 3, 2014	June 19, 2014	Extra Period
Eastly, Nicole	Teacher	Lathrop	February 3, 2014	June 19, 2014	Extra Period
Faust, Eric	Teacher	Willard	February 3, 2014	June 19, 2014	Extra Period
Goodrich, Nathan	Teacher	Century	February 3, 2014	June 19, 2014	Extra Period
Guillen, Grant	Teacher	Sierra	February 7, 2014	June 19, 2014	Extra Period
Hanson, Lisa	Teacher	Willard	February 3, 2014	June 19, 2014	Extra Period
Herrera-Torres, Evelyn	Teacher	Sierra	February 3, 2014	June 19, 2014	Extra Period
Hunter, Nicole	Teacher	Willard	February 3, 2014	June 19, 2014	Extra Period
Johnson, Kristen	Substitute	Spurgeon	January 13, 2014	June 19, 2014	Substitute Daily Rate
Maxwell, Chelsea	Teacher	Willard	February 3, 2014	June 19, 2014	Extra Period
McCarthy, Patrick	Teacher	Willard	February 3, 2014	June 19, 2014	Extra Period
McCabe, Rosemarie	Teacher	Sierra	February 3, 2014	June 19, 2014	Extra Period
Medina, Anthony	Teacher	Lathrop	February 3, 2014	June 19, 2014	Extra Period
Moure, Deborah	Teacher	Willard	February 3, 2014	June 19, 2014	Extra Period
Petrova, Nikolina	Teacher	Lathrop	February 3, 2014	June 19, 2014	Extra Period
Pickels, Susan	Teacher	Willard	February 3, 2014	June 19, 2014	Extra Period
Rigby, Heather	Teacher	Willard	February 3, 2014	June 19, 2014	Extra Period
Schlensker, Nicholas	Teacher	Valley	August 27, 2010	June 20, 2011	Extra Period
Sheppard, Janelle	Teacher	Sierra	February 6, 2014	June 19, 2014	Extra Period
Smith, Thomas	Teacher	Century	February 3, 2014	June 19, 2014	Extra Period
Weber, Michael	Teacher	Willard	February 3, 2014	June 19, 2014	Extra Period
Wolff, Amanda	Teacher	Lathrop	February 3, 2014	June 19, 2014	Extra Period

Mark A. McKinney, Associate Superintendent, Human Resources

**Personnel Calendar                      CERTIFICATED PERSONNEL CALENDAR**  
**Board Meeting - February 25, 2014**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>HOME TEACHER 2013-2014</b>					
Lawson, Christa	Home Teacher	Pupil Support Services	October 21, 2013	June 19, 2014	If and as needed basis

**Mark A. McKinney, Associate Superintendent, Human Resources**

**AGENDA ITEM REQUESTS  
CERTIFICATED  
2013-14**

<b>TITLE OF ACTIVITY</b>	<b>SITE</b>	<b>FUNDING</b>	<b>NOT TO EXCEED</b>	<b>EFFECTIVE</b>
2013-14 After-School Grades 6-8 Intramural Sports Boys' Basketball and Girls' Soccer - Certificated	Special Project/Wellness	ASES-After School Program	\$26,000	March 10, 2014
After School Tutoring	Carl Harvey	EIA/LEP	\$10,000	February 26, 2014
After School Tutoring	Walker	EIA/LEP	\$10,000	February 26, 2014
After School Tutoring	Spurgeon	EIA/LEP	\$14,500	February 26, 2014
After/Before School Tutoring	Hoover	EIA/LEP	\$2,500	February 26, 2014
Curriculum Writing for Common Core Units and Curriculum Maps	Education Services K-12	Title I Set Aside Funds	\$18,500	February 25, 2014
District Writing Assessment Scorers Grades 6-12 Retired Teachers	English Learner Programs and Student Achievement	Title I	\$10,080	February 26, 2014
Early Childhood Education Program	Early Childhood Education	Prop. 10	\$18,506	February 26, 2014
Intramural Tournament - Track & Field	Special Project/Wellness	ASES-After School Program	\$350	February 28, 2014
Long-Term Intervention Substitute	Villa	EIA/LEP	\$14,753	February 25, 2014
Migrant Education Training Staff Development Instructor	English Learner Programs and Student Achievement	Migrant Education	\$600	February 26, 2014
Migrant Education Tutoring Instructor Program Planning	English Learner Programs and Student Achievement	Migrant Education	\$600	February 26, 2014
Migrant Education Tutoring Tutor Professional Development	English Learner Programs and Student Achievement	Migrant Education	\$1,600	February 26, 2014





# CLASSIFIED PERSONNEL CALENDAR

## Personnel Calendar Board Meeting - February 25, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>RETIREMENTS</b>						
Acuña, Nancy	Admin. Secretary	Visual & Performing Arts	June 30, 2014			30 years, 1 month
Avalos, Gloria	Fd. Svc. Wkr.	Nutrition Svcs.	September 10, 2014			23 years, 6 months
Houk, Jim	Fd. Svc. Wkr.	Nutrition Svcs.	August 12, 2014			33 years, 7 months
Saldana, Josefina	Sch. Off. Mgr. Elem.	Garfield	June 30, 2014			23 years, 7 months
<b>RESIGNATIONS</b>						
Diaz, Alberto Jr.	Buyer	Purchasing Dept.	February 21, 2014			Personal - 4 years, 5 months
Dunk, Leslie	Head Start Teacher	Child Dev.	February 4, 2014			Personal - 9 months
Escobar, Mauricio	Buyer	Purchasing Dept.	February 21, 2014			Personal - 7 years, 10 months
Garcia, Dianna	Fd. Svc. Wkr.	Century	January 15, 2014			Personal - 7 months
Loyola, Christian	Buyer	Purchasing Dept.	February 21, 2014			Personal - 10 years
Meza, Sarah	Site Clerk	Wilson	February 5, 2014			Personal - 2 years, 5 months

**CLASSIFIED PERSONNEL CALENDAR****Personnel Calendar****Board Meeting - February 25, 2014**

<b>NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>END DATE</b>	<b>SALARY</b>	<b>COMMENTS</b>
<b>RESIGNATIONS (Continuation)</b>						
Muñoz, Liana	Activity Supervisor	Century	February 11, 2014			Personal - 6 years, 2 months
<b>39 MONTH REEMPLOYMENT (100 Day Differential Ended)</b>						
Kobert, Lynn	Site Clerk	Monte Vista	January 23, 2014			
<b>ABSENCE (3 to 20 duty days) - Without Pay</b>						
Herp, Christina	Preschool Teacher	ECE	February 7, 2014	March 10, 2014		Personal
<b>CFRA (California Family Rights Act) - Paid</b>						
Garcia, Olivia	Preschool Teacher	ECE	January 13, 2014	January 17, 2014		Statutory Leave
Pulido, Daniel	Custodian	Lathrop	January 27, 2014	April 27, 2014		Statutory Leave
<b>FAMILY CARE &amp; MEDICAL LEAVES (3 to 20 duty days) - Paid</b>						
Garcia, Olivia	Preschool Teacher	ECE	January 13, 2014	January 17, 2014		Statutory Leave
Zaragoza, Alejandro	Custodian	Bldg. Svcs.	January 16, 2014	February 14, 2014		Statutory Leave
Macias, Roman	Custodian	Child Development	January 13, 2014	January 22, 2014		Statutory Leave

**Mark A. McKinney, Associate Superintendent, Human Resources**

# CLASSIFIED PERSONNEL CALENDAR

## Personnel Calendar

Board Meeting - February 25, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>FAMILY CARE &amp; MEDICAL LEAVES (21 duty days or more) - Paid</b>						
Lozano, Meliza	Community and Family Outreach Liaison	Santa Ana	March 3, 2014	May 7, 2014		Statutory Leave
Martinez, Juliana	Instr. Asst. Sev. Dis.	Mitchell	March 3, 2014	May 9, 2014		Statutory Leave
Pulido, Daniel	Custodian	Lathrop	January 27, 2014	April 27, 2014		Statutory Leave
Tran, Hanh	Network Technician	ITC	January 23, 2014	February 26, 2014		Statutory Leave
<b>PROBATIONARY APPOINTMENTS</b>						
Covarrubias, Veronica	Site Clerk	Adams	February 3, 2014		24/1	
Harrigan, Echo	SSP Sp. Ed.	Century	January 29, 2014		19/1	
McGhee, Nyjis	SSP Sp. Ed.	Lincoln	February 3, 2014		19/1	
Pittman, Ivonne	Site Clerk	Garfield	January 30, 2014		24/1	
Quiñonez, Arlene	SSP Sp. Ed.	Mendez	February 3, 2014		19/1	
Rizk, Yasmeen	SSP Sp. Ed.	Esqueda	February 6, 2014		19/1	
Sanchez, Ana	Site Clerk	Walker	February 5, 2014		24/1	
Smith, Heather	Autism Paraprofessional	Mitchell	February 11, 2014		24/1	
<b>PROMOTION APPOINTMENT</b>						
Viramontes, Esteban	Maintenance Wkr. I	Bldg. Svcs.	February 5, 2014		26/4	

Mark A. McKinney, Associate Superintendent, Human Resources

**CLASSIFIED PERSONNEL CALENDAR****Personnel Calendar****Board Meeting - February 25, 2014**

<b>NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>END DATE</b>	<b>SALARY</b>	<b>COMMENTS</b>
<b>TEMPORARY ASSIGNMENTS - Out of Class Compensation</b>						
Aguilar, Humberto	Plant Custodian Elem.	Bldg. Svcs.	January 13, 2014	January 17, 2014	28/1	
Barrett, Shawn	Rv. Ld. Custodian	Bldg. Svcs.	January 2, 2014	January 10, 2014	28/3 + Diff.	
Carmen, Celestino	Rv. Ld. Custodian	Bldg. Svcs.	January 13, 2014	January 24, 2014	28/5 + Diff.	
Lopez, Jose Jr.	Plant Custodian Elem.	Bldg. Svcs.	January 6, 2014	January 10, 2014	28/2	
		Human				
Marroquin, Saydee	Personnel Assistant	Resources	February 11, 2014	February 21, 2014	29/2 + Bil.	
Perez, Juan	Plant Custodian HS	Bldg. Svcs.	January 1, 2014	January 31, 2014	35/2	
Prado, Alejandro	Plant Custodian Inter.	Bldg. Svcs.	January 13, 2014	February 5, 2014	32/1	
<b>ACTIVITY SUPERVISORS</b>						
Avina, Lucila	Activity Supervisor	Diamond	February 4, 2014			
Barajas, Jenesa	Activity Supervisor	Valley	February 4, 2014			
Carrillo, Jennifer	Activity Supervisor	Valley	February 11, 2014			
Noriega, Richard	Activity Supervisor	King	February 5, 2014			
<b>HOURLY APPOINTMENTS</b>						
Moreno, Fernando	Instr. Provider	Lathrop	February 12, 2014			
Renteria, Jocelyn	Instr. Provider	Godinez	February 7, 2014			
<b>SUBSTITUTES</b>						
Aboytes, Eduardo	Custodian					
Avalos, Gloria	Fd. Svc. Wkr.		January 30, 2014		23/1	
			January 30, 2014		11/1	

**Mark A. McKinney, Associate Superintendent, Human Resources**

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - February 25, 2014**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>SUBSTITUTES (Continuation)</b>						
Cortes, Melody	Preschool Teacher		February 6, 2014		\$105	
Lopez, Gomez, Maria	Custodian		February 5, 2014		23/1	
Pinto Valdivieso, Mauricio	Custodian		February 11, 2014		23/1	
Ramirez, Elizabeth	SSP Sp. Ed.		February 3, 2014		19/1	
Reyes, Silvia	SSP Sp. Ed.		January 31, 2014		\$105	
Uipi, Kenneth	Custodian		February 3, 2014		23/1	
<b>ATHLETIC SPECIALIST</b>						
Andrade, Aida	Asst. Basketball	Valley	November 18, 2013		\$18.98	
Astorga, Luis	Asst. Soccer	Valley	November 21, 2013		\$18.98	
Benitez, Ulises	Asst. Basketball	Valley	November 18, 2013		\$18.98	
Carrillo, Ricardo	Asst. Soccer	Valley	November 18, 2013		\$18.98	
Casarez, Ariel	Asst. Wrestling	Valley	February 13, 2014		\$18.98	
Esparza Lopez, Adrian	Asst. Soccer	Valley	November 18, 2013		\$18.98	
Gallegos, Cesar	Asst. Wrestling	Valley	November 18, 2013		\$18.98	
Huynh, Tommy	Asst. Soccer	Valley	November 18, 2013		\$18.98	
Luna, Gabriela	Asst. Basketball	Valley	November 18, 2013		\$18.98	
Marchan, Mayra	Asst. Soccer	Valley	December 5, 2013		\$18.98	
Martin, Roberto	Asst. Baseball	Valley	November 18, 2013		\$18.98	
Martinez, Yobany	Head Coach Soccer	Valley	November 18, 2013		\$23.73	
Pineda, Jesus	Asst. Soccer	Valley	November 18, 2013		\$18.98	
Sarinana, Mayra	Asst. Waterpolo	Valley	November 18, 2013		\$18.98	

**Mark A. McKinney, Associate Superintendent, Human Resources**

**CLASSIFIED PERSONNEL CALENDAR****Personnel Calendar****Board Meeting - February 25, 2014**

<b>NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>END DATE</b>	<b>SALARY</b>	<b>COMMENTS</b>
<b>ATHLETIC SPECIALIST (Continuation)</b>						
Swanson, Paul Jr.	Asst. Wrestling	Saddleback	January 27, 2014		\$18.98	
Vargas, Alberto	Asst. Waterpolo	Valley	November 18, 2013		\$18.98	

Board of Education  
Minutes  
February 25, 2014

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SANTA ANA UNIFIED SCHOOL DISTRICT  
GIFTS RECOMMENDED FOR ACCEPTANCE - February 25, 2014

School:	Gift:	Amount:	Donor:	Used for:
Adams Elementary		\$2,000	Adams PFO Ms. Leticia Franco Santa Ana	Field trips
Kennedy Elementary		\$3,250	Kennedy PTA Mrs. Rocio Guzman Santa Ana	Instructional materials, field trip transportation, and laminator machine
Lincoln Elementary		\$2,442	Lincoln PTA Mrs. Leslie Horta President Santa Ana	Instructional materials, field trip transportation, and student incentives
Pio Pico Elementary	Backpacks with supplies, Payless gift cards, Winter holiday bags with supplies, Visa gift cards, tutoring cost	\$1,725	Tzu Chi Foundation Orange County Service Center Ms. Emily Chu Laguna Hills	Students and families
Early Childhood Education		\$1,500	Santa Ana Kiwanis Dr. Lewis Bratcher Santa Ana	Cal-Safe Program student Incentives
Middle College		\$250	Families of Floral Park Santa Ana	Calculators for SAT prep
Seegerstrom High School		\$1,000	Orange County Community Foundation Ms. Briset Flores Newport Beach	Art and News Club
<b>February 25, 2014 donations</b>		<b>\$12,167</b>		
<b>2014 Total donations</b>	<b>\$25,652</b>	<b>\$37,819</b>		

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

**SANTA ANA UNIFIED SCHOOL DISTRICT**

**BP 1240 (a)**

Community Relations

Volunteer Worker

The Governing Board recognizes that volunteer assistance in schools can enrich the educational program, increase supervision of students, and contribute to school safety while strengthening the schools' relationships with the community. The Board encourages parents/guardians and other members of the community to share their time, knowledge and abilities with students.

The Superintendent or designee shall develop and implement a plan for recruiting, screening, and placing volunteers, including strategies for reaching underrepresented groups of parents/guardians and community members.

As appropriate, the Superintendent or designee shall provide volunteers with information about school goals, programs, and practices and an orientation or other training related to their specific responsibilities. Employees who supervise volunteers shall ensure that volunteers are assigned meaningful responsibilities that utilize their skills and expertise and maximize their contribution to the educational program.

Volunteers shall act in accordance with district policies, regulations, and school rules. The Superintendent or designee shall be responsible for investigating and resolving complaints regarding volunteers. (cf. 0410 - Nondiscrimination in District Programs and Activities);(cf. 3515.2 - Disruptions)

The Board encourages principals to develop a means for recognizing the contributions of each school's volunteers. (cf. 1150 - Commendations and Awards)

**BP 1240 (b)**

## Legal Reference:

## EDUCATION CODE

8482-8484.6 After School Education and Safety program  
8484.7-8484.9 21st Century Community Learning Center program  
35021 Volunteer aides  
35021.1 Automated records check  
35021.3 Registry of volunteers for before/after school programs  
44010 Sex offense; definition  
44227.5 Classroom participation by college methodology faculty  
44814-44815 Supervision of students during lunch and other nutrition periods  
45125 Fingerprinting requirements  
45125.01 Interagency agreements for criminal record information  
45340-45349 Instructional aides  
45360-45367 Teacher aides  
49024 Activity Supervisor Clearance Certificate  
49406 Examination for tuberculosis

## GOVERNMENT CODE

3543.5 Prohibited interference with employees' rights

## HEALTH AND SAFETY CODE

1596.871 Fingerprints of individuals in contact with child day care facility clients

## LABOR CODE

1720.4 Public works; exclusion of volunteers from prevailing wage law  
3364.5 Persons performing voluntary services for school districts

## PENAL CODE

290 Registration of sex offenders  
290.4 Information re: sex offenders  
290.95 Disclosure by person required to register as sex offender

## CODE OF REGULATIONS, TITLE 22

101170 Criminal record clearance  
101216 Health screening, volunteers in child care centers

## UNITED STATES CODE, TITLE 20

6319 Qualifications and duties of paraprofessionals, Title I programs

## ATTORNEY GENERAL OPINIONS

62 Ops. Cal. Atty. Gen. 325 (1979)

## COURT DECISIONS

Whisman Elementary School District, (1991) PERB Decision No. 868

## Management Resources:

COMMISSION ON TEACHER CREDENTIALING CODED CORRESPONDENCE

10-11 Information on Assembly Bill 346 Concerning the Activity Supervisor Clearance Certificate (ASCC), July 20, 2010

## WEB SITES

CSBA: <http://www.csba.org>  
California Department of Education, Parents/Family and Community:  
<http://www.cde.ca.gov/ls/pf>  
California Department of Justice, Megan's Law:  
<http://www.meganslaw.ca.gov>  
California Parent Teacher Association: <http://www.capta.org>  
Commission on Teacher Credentialing: <http://www.ctc.ca.gov>  
National Coalition for Parent Involvement in Education:  
<http://www.ncpie.org>  
National Parent Teacher Association: <http://www.pta.org>

**SANTA ANA UNIFIED SCHOOL DISTRICT**

**AR 1240 (a)**

Community Relations

VOLUNTEER WORKER

- 1.0 Each volunteer worker must be appointed by the Superintendent or his delegate.
- 2.0 Each principal or department head prior to using volunteers, shall initiate character reference inquiries and be reasonably certain the volunteer has the necessary initiative and empathy toward children. Each principal or department head is responsible for maintaining a current list of volunteers, assigning volunteers, and providing for the identification and recognition of volunteers.
- 3.0 All volunteers are eligible to receive Workers' Compensation for injuries that occur in the course and scope of duties agreed upon with the District.
- 4.0 Volunteers working with students must receive directions from, and be responsible to, and be supervised by a certificated or management personnel. Volunteers should have limited one-on-one contact with students.

The Santa Ana District School Police Department shall complete a criminal background check, and/or fingerprinting for volunteers that have frequent or prolonged contact with students, or who may work under limited supervision of a certificated or management personnel or in situations where they may be unsupervised.

All volunteers who are transporting students to a District sponsored event must hold a valid driver's license, have proof of insurance, proof of vehicle registration and must also undergo a criminal and a driving record check. Volunteers should be aware that they are responsible for any vehicle damage and injuries to those they are transporting.

- 5.0 Students of the District may not be listed as volunteers.
- 6.0 Volunteers may work at the school, drive personal cars for District sponsored events upon meeting the conditions specified in Section 4.0, or serve in other capacities.
- 7.0 Principals shall maintain a record of all volunteers for their school, including this information:
  - 7.1 Name, address, phone number (if any), scope of duties, and dates of service.  
Person to be notified in case of an emergency, their address and telephone number
  - 7.2 This record may be destroyed after one (1) year if no accident or injury has occurred.

**AR 1240 (b)**

- 8.0 All volunteers who in the course of their volunteer service have frequent and prolonged contact with or around students, or their presence constitute a health hazard to students shall submit evidence that they are free from active tuberculosis.
- 9.0 Qualifications:
- The Superintendent or designee shall establish procedures for determining whether volunteers possess the qualifications, if any, required by law, for the types of duties they will perform.
- 10.0 This policy does not apply to:
- a) School Based activities supervised by school
  - b) College/University students who are doing classroom observations
  - c) Parents who are chaperoning their child on a field trip, assuming it is on an infrequent basis, and is not an overnight trip
  - d) Escorted visitors on campus
- 11.0 Volunteers shall be provided with information about school programs and practices, and shall receive training related to their specific responsibilities as appropriate.

**SANTA ANA UNIFIED SCHOOL DISTRICT**

**BP 4040(a)**

**All Personnel**

**Employee Use of Technology**

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

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

Employees should be aware that electronic files and communications shared over networks, including email, Internet messaging and voice mail, are not private. Internet-based communications technologies should not be used to transmit confidential information about students, employees, or District affairs without authority and the proper use of security software.

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

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

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

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

**BP 4040 (a)**

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

Legal Reference:

EDUCATION CODE

11600-11609 Education Technology Grant Program Act of 1996

51870-51884 The Morgan-Farr-Quackenbush Education Technology Act of 1992

GOVERNMENT CODE

3543.1 Rights of employee organizations

PENAL CODE

632 Eavesdropping on or recording confidential communications

UNITED STATES CODE, TITLE 20

6801-7005 Technology for Education Act of 1994

Management Resources:

CDE PUBLICATIONS

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

PROGRAM ADVISORIES

1223.94 Acceptable Use of Electronic Information Resources

**SANTA ANA UNIFIED SCHOOL DISTRICT**

**AR 4040(a)**

**All Personnel**

**Employee Use Of Technology**

**User Obligations and Responsibilities**

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

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



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

**SANTA ANA UNIFIED SCHOOL DISTRICT**

**BP 6163.4(a)**

**Instruction**

**Student Use of Technology**

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

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

**Definitions**

"Technology" includes access to the Internet, Internet-and network-based resources, computers, tablets, telephones, cellular telephones, and personal digital, devices, such as, MP3 players, iPod's, USB drives, wireless access points, or any wireless communication device.

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

"Personal Technology" is non-District Technology.

**Use of District Technology**

The District provides technology as a means to support the instructional program of the school. Means students may use these resources for classroom activities and other school-related work. Students may not use District Technology for commercial purposes; students may not offer, provide, or purchase products or services using District Technology. Students may use District Technology only for class assignments or for personal research on subjects similar to what they might study in a class or in the school library. Use solely for entertainment purposes or personal communication, is not allowed.

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

**Use of Personal Technology**

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

**BP 6163.4(b)****Internet-based Resources and Access**

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

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

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

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

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

**Acceptable Use Agreement**

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

**Oversight**

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

**BP 6163.4(c)**

**Access to Social Networking Sites**

The District permits students ~~to~~ access to social networking sites, when such access is age appropriate and supportive of instructional objectives.

**Legal References:**

<u>EDUCATION CODE</u>	
48980	Required notification at beginning of term
51006	Computer education and resources
51007	Programs to strengthen technological skills
51870-51874	Education Technology
51870.5	Student Internet access
60044	Prohibited instructional materials
<u>PENAL CODE</u>	
313	Harmful matter
502	Computer crimes, remedies
632	Eavesdropping on or recording confidential communications
<u>UNITED STATES CODE, TITLE 20</u>	
6801-6979	Technology for Education Act of 1994
7001	Internet safety policy and technology protection measures, Title III funds
<u>UNITED STATES CODE, TITLE 47</u>	
254	Universal service discounts (E-rate)
<u>CODE OF FEDERAL REGULATIONS, TITLE 16</u>	
312.1-312.12	Children's online privacy protection
<u>CODE OF FEDERAL REGULATIONS, TITLE 47</u>	
54.520	Internet safety policy and technology protection measures, E-rate discounts

**Management Resources:**

CDE PUBLICATIONS

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

CDE PROGRAM ADVISORIES

1223.94 Acceptable Use of Electronic Information Resources

WEB SITES

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

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

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

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

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

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

Adopted: (3-97, 4-03, 6-12) 2-14

Santa Ana, CA

**SANTA ANA UNIFIED SCHOOL DISTRICT****AR 6163.4(a)****Instruction****Student Use of Technology**

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

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

**Privacy**

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

**Student Obligations and Responsibilities**

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

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

AR 6163.4(b)

3. Students shall not use District Technology to access, post, submit, publish or display "material that is harmful to minors," or matter that is threatening, obscene, lewd, vulgar, or disruptive. The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that:
  - (i) taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion;
  - (ii) depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
  - (iii) taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors. (47 USC 254(h)).
4. Students shall not use District Technology to engage in discrimination, harassment, intimidation or bullying on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, or association with a person or group with one or more of these actual or perceived characteristics.
5. Students shall not use District Technology to engage in hate violence.

"Hate violence" means an act punishable under Penal Code section 422.6 ("Interference with exercise of civil rights because of actual or perceived characteristics of victim; damaging property; punishment; speech; charging and punishment for conduct violating multiple provisions of law"), section 422.7 (a crime, intended to intimidate or interfere with a person's legal rights, that is (a) a crime against a person that either includes the present ability to commit a violent injury or causes actual physical injury, or (b) a crime against property that causes damage in excess of nine hundred fifty dollars), or 422.75 (felony hate crimes).
6. Students shall not use District Technology to engage in harassment, threats or intimidation.

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

## AR 6163.4(c)

7. Students shall not engage in bullying using District Technology. This form of bullying is often referred to as "cyberbullying."

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

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

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

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

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

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

AR 6163.4(d)

8. Students shall not disclose, use or disseminate personal identification information about themselves or others when using District Technology, including email, instant messaging, texting, or other forms of Internet-based communication. Students are also cautioned not to disclose such information by other means to individuals located through the Internet without the permission of their parents/guardians. Personal information includes the student's name, address, telephone number, Social Security number, or other individually identifiable information. Students should not post or share photographs of other students without the other student's permission.
9. Students shall not use District Technology to encourage the use of drugs, alcohol or tobacco, nor shall they promote unethical practices or any activity prohibited by law or Board policy. (cf. 3513.3 - Tobacco-Free Schools)
10. Copyrighted material shall not be placed on District Technology or other Internet-based resources without the author's permission. Students may download copyrighted material for their own use only. (cf. 6162.6 - Use of Copyrighted Materials)  
  
Copyrighted material shall be downloaded or shared only in accordance with applicable copyright laws. Any materials utilized for research projects should be given proper credit as with any other printed source of information. (cf. 5131.9 - Academic Honesty)
11. Students shall not intentionally upload, download or create computer viruses and/or maliciously attempt to harm or destroy District Technology or manipulate the data of any other user, including so-called "hacking." (cf. 5131.5 - Vandalism, Theft and Graffiti)
12. Students shall not attempt to access or read other users' electronic communication or files. They shall not attempt to interfere with other users' ability to send or receive electronic communication, nor shall they attempt to delete, copy, modify or forge other users' communication or files.
13. Students shall report any security problem or misuse of District or Personal Technology to the teacher or principal. If a student mistakenly accesses inappropriate information, the student must immediately report the matter to a teacher or school administrator.
14. Students shall not modify or attempt to repair District Technology without prior authorization.
15. Students shall not connect any personal device in the network, such as wireless access points, routers, hubs, etc.



**AR 6163.4(e)**

16. Students shall not use Internet-based proxies or software that attempts to make online activity untraceable.
17. Students shall not misuse District or school distribution lists or discussion groups by sending irrelevant messages.
18. Students may not send, share, view or possess pictures, text messages, emails or other material of an obscene nature in electronic or any other form on Personal Technology at school or school-related activities, or using District Technology.

**Mobile Devices****A. Personal Mobile Devices**

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

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

**B. District-Owned Mobile Devices**

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

- The device may be used only for school-related purposes.

**AR 6163.4(f)**

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

**Consequences for Violation**

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

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

**AGENDA ITEM BACKUP SHEET**  
**March 11, 2014**

**Board Meeting**

**TITLE:**                   **Approval of Extended Field Trip(s) in Accordance with Board Policy (BP) 6153 – School-Sponsored Trips and Administrative Regulation (AR) 6153.1 – Extended School-Sponsored Trips**

**ITEM:**                   **Consent**

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

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

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**BACKGROUND INFORMATION:**

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

**RATIONALE:**

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

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

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

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

SANTA ANA UNIFIED SCHOOL DISTRICT - EXTENDED FIELD TRIPS  
RECOMMENDED FOR APPROVAL - March 11, 2014

Date:	Schools/Location:	Funding and Cost:	Student (s):	Staff and Chaperone:
February 20-22, 2014 (Thursday - Saturday)  Ratification	Godinez Fundamental Boys CIF-SS (Inland Division) Individual Wrestling Championships Temecula Valley High School Temecula	\$500.00 per student (s) (cost paid by general funds)	8	4
February 20-22, 2014 (Thursday - Saturday)  Ratification	Valley High School Boys CIF-SS (Northern Division) Individual Wrestling Championships Santa Maria High School Santa Maria	\$220.00 per student (s) (cost paid by general funds)	4	2
March 29-April 1, 2014 (Saturday - Tuesday)	Valley High School HOSA 2014 National Leadership Conference Anaheim Convention Center Anaheim	\$439.48 per student (s) (cost paid by High School, Inc. Foundation)	8	2
May 31-June 1, 2014 (Saturday - Sunday)	Seegerstrom High School 2014 Annual California LULAC Youth Conference National Cesar Chavez Center Keene	\$300.00 per student (s) (cost paid by ASB LULAC fundraising)	10	1
June 21-28, 2014 (Saturday - Saturday)	Valley High School 77 <sup>th</sup> Annual Boys State Leadership Conference California State University Sacramento	\$420.00 per student (s) (cost paid by general funds)	2	1

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

## **Agenda Item Backup Sheet**

<b><u>ITEM:</u></b>	Request of extended field trip for the Boys CIF-SS (Inland Division) Individual Wrestling Championships. Godinez Fundamental High School boys will be competing at Temecula Valley High School in Temecula on February 20-22, 2014.
<b><u>OVERVIEW:</u></b>	Godinez Fundamental is requesting 8 students and 4 coaches (3 certificated and 1 classified) to go to Temecula and have the students compete in the Boys CIF-SS Individual Wrestling Championships.
<b><u>RATIONALE:</u></b>	Members of the Godinez Fundamental wrestling team have qualified for and will compete for CIF-SS championships. Wrestlers will compete against other student athletes who have qualified from all over the CIF-SS.
<b><u>PARTICIPANTS:</u></b>	8 students and 4 coaches (3 certificated: Hector Maldonado, Mario Munoz, Cesar Justo and 1 classified: Albert Corona).
<b><u>COSTS:</u></b>	\$500 - To include lodging, meals, and mileage for auto
<b><u>FUNDING:</u></b>	General Funds
<b><u>RECOMMENDATION:</u></b>	Approve the request of the extended field trip for 8 students and 4 coaches to go to Temecula and have the students compete in the Boys CIF-SS Individual Wrestling Championships on February 20-22, 2014.

## **Agenda Item Backup Sheet**

<b><u>ITEM:</u></b>	Request of extended field trip for the Boys CIF-SS (Northern Division) Individual Wrestling Championships. Valley High School boys will be competing at Santa Maria High School in Santa Maria on February 20-22, 2014.
<b><u>OVERVIEW:</u></b>	Valley High School is requesting 4 students and 2 coaches (1 certificated and 1 classified) to go to Santa Maria and have the students compete in the Boys CIF-SS Individual Wrestling Championships.
<b><u>RATIONALE:</u></b>	Members of the Valley High School wrestling team have qualified for and will compete for CIF-SS championship. Wrestlers will compete against other student athletes who have qualified from all over the CIF-SS.
<b><u>PARTICIPANTS:</u></b>	4 students and 2 coaches (1 certificated: Hector Mora and 1 classified: Cesar Gallegos).
<b><u>COSTS:</u></b>	\$220 per student - To include lodging, meals, and mileage for auto
<b><u>FUNDING:</u></b>	General Funds
<b><u>RECOMMENDATION:</u></b>	Approve the request of the extended field trip for 4 students and 2 coaches to go to Santa Maria and have the students compete in the Boys CIF-SS Individual Wrestling Championships on February 20-22, 2014.

## **Agenda Item Backup Sheet**

<b><u>ITEM:</u></b>	Request of extended field trip for the HOSA (Health Occupation Student Association) 2014 National Leadership Conference. Valley High School students will be competing against other HOSA students in the CPR and First Aid event at the Anaheim Convention Center in Anaheim on March 29-April 1, 2014.
<b><u>OVERVIEW:</u></b>	Valley High School is requesting 8 students and 2 chaperones (both certificated) to go to the Anaheim Convention Center and have the students compete in the HOSA 2014 National Leadership Conference.
<b><u>RATIONALE:</u></b>	Members of the Valley High School HOSA will compete for the CPR and First Aid event against other HOSA students from various schools throughout California. They will advance their competency skill, build leadership, and receive information regarding their future career in the health industry.
<b><u>PARTICIPANTS:</u></b>	8 students and 2 chaperones (both certificated: Helen Fe and Kelly Stevens).
<b><u>COSTS:</u></b>	\$439.48 per student - To include lodging and meals
<b><u>FUNDING:</u></b>	High School Inc., Foundation will cover all cost
<b><u>RECOMMENDATION:</u></b>	Approve the request of the extended field trip for 8 students and 2 chaperones to go to the Anaheim Convention Center and have the students compete in the HOSA 2014 National Leadership Conference on March 29-April 1, 2014.

## **Agenda Item Backup Sheet**

<b><u>ITEM:</u></b>	Request of extended field trip for the 2014 Annual California LULAC (League of United Latin American Citizens) Youth Conference for Segerstrom High School students at the National Cesar Chavez Center in Keene on May 31-June 1, 2014.
<b><u>OVERVIEW:</u></b>	Segerstrom High School is requesting 10 students and 1 chaperone (certificated) to go to the National Cesar Chavez Center and have students meet other LULAC youth members from all over the state to connect and attend leadership workshops at the 2014 Annual California LULAC Youth Conference.
<b><u>RATIONALE:</u></b>	Members of the Segerstrom High School LULAC will meet other LULAC youth members and attend a full program of leadership programs. This is an inspirational journey for students to help them connect with other Latino youth and role models and to share and explore common projects.
<b><u>PARTICIPANTS:</u></b>	10 students and 1 chaperone (certificated: Jaimeson Sonne-Diddi).
<b><u>COSTS:</u></b>	\$300 per student - To include lodging, meals, and auto
<b><u>FUNDING:</u></b>	ASB LULAC Fundraising
<b><u>RECOMMENDATION:</u></b>	Approve the request of the extended field trip for 10 students and 1 chaperone from Segerstrom High School to go to the National Cesar Chavez Center in Keene to attend the 2014 Annual California LULAC (League of United Latin American Citizens) Youth Conference on May 31-June 1, 2014.



## **Agenda Item Backup Sheet**

<b><u>ITEM:</u></b>	Request of extended field trip for the 77 <sup>th</sup> Annual Boys State Leadership Conference. A Valley High School student (along with an alternate) will attend a week-long conference at the California State University (CSU), Sacramento on June 21-28, 2014.
<b><u>OVERVIEW:</u></b>	Valley High School is requesting 2 students (conference trip supervisor at Leadership Conference) to go to the 77 <sup>th</sup> Annual Boys State Leadership Conference on structure and responsibilities of state government.
<b><u>RATIONALE:</u></b>	One exceptional male delegate (along with an alternate) is selected to attend the conference at the end of his junior year. This is a nationally recognized program with a mission for participants to learn about city, county, and state government structure and responsibilities.
<b><u>PARTICIPANTS:</u></b>	2 students (Jess Lawson, conference trip supervisor at Leadership Conference).
<b><u>COSTS:</u></b>	\$420 per student - To include lodging, meals, and auto
<b><u>FUNDING:</u></b>	General Funds
<b><u>RECOMMENDATION:</u></b>	Approve the request of the extended field trip for 2 students from Valley High School to go to the 77 <sup>th</sup> Annual Boys State Leadership Conference at the California State University, Sacramento on June 21-28, 2014.

**AGENDA ITEM BACKUP SHEET****March 11, 2014****Board Meeting****TITLE: Adoption of Intermediate New State Standards Math 6 Course****ITEM: Consent****SUBMITTED BY: Dawn Miller, Assistant Superintendent, Secondary Education****PREPARED BY: Dawn Miller, Assistant Superintendent, Secondary Education**

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board adoption for the intermediate new state standards Math 6 Course in accordance with Board Policy and Administrative Regulation 6141 – Curriculum Development and Evaluation.

**RATIONALE:**

The implementation of the new state standards in the area of mathematics required school districts to determine the pathway for implementing the new State Standard 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, the new state standards 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 new state standards and the Silicon Valley Math Initiative recommend the integrated pathway.

To successfully transition to the new state standards, 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 occurred in eighth grade with the establishment of Math 8, approved by the Board at its July 23<sup>rd</sup>, 2013 meeting. For the 2014-15 school year, the intermediate grades will implement Math 6.

The main objectives of the Intermediate new state standards Math 6 course are to:

- Set high expectations for teaching and learning through the new state standards Mathematical Practices and rigorous standards of Math 6.
- 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 Math 6.
- Provide students opportunities to link skills and concepts in order to build a strong mathematical foundation for greater success in high school math courses.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Adopt the Intermediate new State Standards Math 6 Course.

**AGENDA ITEM BACKUP SHEET****March 11, 2014****Board Meeting****TITLE: Adoption of Intermediate New State Standards Math 7 Course****ITEM: Consent****SUBMITTED BY: Dawn Miller, Assistant Superintendent, Secondary Education****PREPARED BY: Dawn Miller, Assistant Superintendent, Secondary Education**

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board adoption for the intermediate new state standards Math 7 Course in accordance with Board Policy and Administrative Regulation 6141 – Curriculum Development and Evaluation.

**RATIONALE:**

The implementation of the new state standards in the area of mathematics required school districts to determine the pathway for implementing the new state standard 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, the new state standards 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 new state standards and the Silicon Valley Math Initiative recommend the integrated pathway.

To successfully transition to the new state standards, 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 occurred in eighth grade with the establishment of Math 8, approved by the Board at its July 23<sup>rd</sup>, 2013 meeting. For the 2014-15 school year, the intermediate grades will implement Math 7.

The main objectives of the intermediate new state standards Math 7 course are to:

- Set high expectations for teaching and learning through the new state standards Mathematical Practices and rigorous standards of Math 7.
- 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 Math 7.
- Provide students opportunities to link skills and concepts in order to build a strong mathematical foundation for greater success in high school math courses.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Adopt the Intermediate new State Standards Math 7 Course.

**AGENDA ITEM BACKUP SHEET**  
**March 11, 2014**

**Board Meeting**

**TITLE:** Approval of Head Start Budget Adjustment No. 2 for 2013-14 Program Year

**ITEM:** Consent

**SUBMITTED BY:** Michelle Rodriguez, Ed.D. Assistant Superintendent, Elementary Education

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

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval for the Head Start Budget Adjustment No. 2 for the 2013-14 program year. The Board is the governing body of the Head Start Program, and must ensure that appropriate internal controls are established and implemented to safeguard Federal funds in accordance with 45 Code of Federal Regulations (CFR) 1301.13.

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

**RATIONALE:**

In the 2013-14 Head Start Basic Budget there are projected savings in the personnel section of the budget in the amount of \$90,000.00. This is due to open positions, employees on unpaid leaves of absence or differential pay, and newly-hired employees at lower salary or benefit levels. As a result, a budget adjustment is needed to transfer funds from personnel to non-personnel program expenses. The funds will be utilized to increase the quality of the program, specifically in the areas of facilities, classroom and office supplies, and transition to kindergarten, field trips, and other program needs.

Current		Adjustment	
Personnel	\$90,000.00	Supplies (instructional, office, custodial)	\$18,000.00
		Transition/School Readiness Activities	\$12,000.00
		Field Trips	\$17,000.00
		Local Travel	\$500.00
		Playground Maintenance (surfacing, painting)	\$3,000.00
		Relocation of Head Start at King Elementary	\$39,500.00
		<b>Total</b>	<b>\$90,000.00</b>

**FUNDING:**

Orange County Head Start, Inc.: \$90,000.00

**RECOMMENDATION:**

Approve the Head Start Budget Adjustment No. 2 for the 2013-14 program year.



MR:CE:ez

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

Name of Delegate Agency <b>Santa Ana Unified School District</b>		Fiscal Year <b>2013-2014</b>	Date of Request <b>2/19/14</b>	Effective Date
Funding Source (HS Basic, HS T&TA, EHS Basic, etc.) <b>Head Start Basic</b>	Nature of Funding <b>Permanent</b>	DA Assigned Number	BAR Number (Grantee Use)	

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

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

**Budget Adjustment Request Narrative:**

Head Start 2013/2014, Budget Adjustment #2		
Line Item	Savings/Needed	Reason
<b>a. PERSONNEL</b>		
2. Teachers	(26,949.00)	Open position not filled until Dec.; Teachers on leave of absence, sick differential, and out of sick leave.
5. Teacher Aides	(12,747.00)	Open position, some current employees out of sick leave.
11. Other Family & Community Partnership Personnel	(16,085.00)	Parent Ed. Specialist resigned in Nov., New person started in January; open position for part time Community Worker, not filled until January.
17. Fiscal Personnel	(5,415.00)	Fiscal Assistant I resigned in December, position currently open.
21. Other Personnel: Substitutes	19,166.00	Additional funds needed to cover Teacher, Teacher Aide, Custodial substitutes at each site.

## APPROVALS

DA Policy Committee (Auth. Rep.) and Date Signed	Executive Director-Grantee Agency and Date Signed
DA -- Signature of Authorized Board Member and Date Signed	Div. Director, Finance and Administration and Date Signed



<b>Sub-total Salaries (6a)</b>	<b>(42,030.00)</b>	
<b>b. FRINGE BENEFITS</b>		
1. Social Security, State Disability, SUI	(4,069.00)	Savings due to open positions, and absences, as listed in Personnel above.
2. Health/Dental/Life Insurance	(32,638.00)	Savings due to open positions, and new hires coming in at lower than family benefits rates.
3. Retirement	(8,508.00)	Savings due to open positions, and absences, as listed in Personnel above.
4. Other Fringe: Medicare, Workers Comp., Retiree Benefits	(2,755.00)	Savings due to open positions, and absences, as listed in Personnel above.
<b>Sub-total Fringe Benefits (6b)</b>	<b>(47,970.00)</b>	
<b>Total Personnel &amp; Benefits</b>	<b>(90,000.00)</b>	<b>Total Available</b>
<b>e. SUPPLIES</b>		
2. Child and Family Service Supplies	26,500.00	Classroom supplies, Transition supplies
4. Other Supplies: Custodial supplies	3,500.00	Custodial supplies to complete the year
<b>Sub-total Supplies (6e)</b>	<b>30,000.00</b>	
<b>f. Contractual</b>		
4. Child Transportation Services	17,000.00	Field trips to Tewinkle Park, Tanaka Farms
<b>Sub-total Contracts (6f)</b>	<b>17,000.00</b>	
<b>h. Other</b>		
6. Building Maintenance/Repair and Other Occupancy	3,000.00	Playground Maintenance (surfacing, painting)

## APPROVALS

DA Policy Committee (Auth. Rep.) and Date Signed	Executive Director-Grantee Agency and Date Signed
DA – Signature of Authorized Board Member and Date Signed	Div. Director, Finance and Administration and Date Signed

7. Incidental Alterations/Renovations	39,500.00	Costs for moving King site
8. Local travel	500.00	Increase to staff mileage budget
<b>Sub-Total Other (6h)</b>	<b>43,000.00</b>	
<b>I. Total Non Personnel</b>	<b>90,000.00</b>	<b>Total Needed</b>
<b>Difference</b>	<b>-</b>	

## APPROVALS

DA Policy Committee (Auth. Rep.) and Date Signed	Executive Director-Grantee Agency and Date Signed
DA -- Signature of Authorized Board Member and Date Signed	Div. Director, Finance and Administration and Date Signed

**AGENDA ITEM BACKUP SHEET**  
**March 11, 2014**

**Board Meeting**

**TITLE:** Approval of Submission of Refunding Application for Head Start Funding for 2014-15 Program Year

**ITEM:** Consent

**SUBMITTED BY:** Michelle Rodriguez, Ed.D. Assistant Superintendent, Elementary Education

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

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of submission of the refunding application for Head Start funding for the 2014-15 program year.

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

**RATIONALE:**

The District supports the philosophy that all children, particularly those from low-income families, have developmental needs and can benefit from a comprehensive developmentally appropriate program. The District Head Start program contains the following components: education, health, mental health, social services, nutrition, parent involvement, community assessment, program planning calendars, updates, training plans, and program goals and objectives.

Funds will be delegated to the District to serve 550 children from three to five years old at six Head Start centers.

**FUNDING:**

Orange County Head Start: \$3,325,719.00  
Training and Technical Assistance: \$27,205.00

**RECOMMENDATION:**

Approve the submission of the refunding application for Head Start funding for the 2014-15 program year.

## GRANT SUMMARY

Title:	Head Start Refunding Application 2014-15
Funding Source:	Orange County Head Start
Due Date:	March 14, 2014
Contact Person:	Michelle Rodriguez, Ed.D., Assistant Superintendent, Elementary Education
Amount/Duration:	Orange County Head Start: \$3,325,719.00 Training and Technical Assistance: \$27,205.00 2014-15 program year
Target Population (e.g., Grade Level):	Preschool three to five years of age
Budget Impact:	None
Indirect Rate:	None
Personnel Impact:	Maintain current personnel
Survey Questions:	There will not be a survey administered.
<b>Grant Program Description</b>	
Goals/Objectives:	<p><b>Head Start Three-Year Strategic Goals:</b> The Head Start Strategic Goals were developed based on the community needs assessment, and will be implemented for the next three years. Goals are updated annually.</p> <ul style="list-style-type: none"> <li>• Goal 1: Families will practice good oral health habits as part of an overall healthy lifestyle.</li> <li>• Goal 2: Families will adopt ongoing practices that support family literacy and lifelong learning.</li> </ul> <p><b>School Readiness Goals:</b> Children transitioning to kindergarten from the District Head Start program will be able to demonstrate abilities and knowledge as stated in the expectations described in the California Department of Education Preschool Foundations at 60 months. These are aligned with the Head Start Child Development and Early Learning Framework.</p> <ul style="list-style-type: none"> <li>• Social Emotional Development: Children will be able to negotiate with each other, seeking adult assistance when needed, and increasingly use words to respond to conflict.</li> <li>• Cognition and General Knowledge: Children will be able to expand their understanding of number and quantities in their everyday environment; recognize and duplicate simple and repeating patterns.</li> <li>• Language and Literacy: Children will extend their recognition of letters of the alphabet; orally blend and delete words and syllables without the support of pictures or objects. Children will be able to recognize that letters have corresponding sounds.</li> <li>• Physical Development: Children will receive a dental exam prior to entry into kindergarten.</li> <li>• Approaches to Learning: Children will be able to persist in mastering and understanding a self-selected activity, even if challenging or difficult.</li> </ul>
Activities:	Full-day preschool services-160 days (40 children) Part-day preschool services-140 days (510 children)



# SAUSD HEAD START PROGRAM PLANNING CALENDAR 2014-2015

JULY 2014	AUGUST 2014	SEPTEMBER 2014	OCTOBER 2014
<ul style="list-style-type: none"> <li>P2 Monitoring Report to PC and Board</li> <li>Complete PIR</li> <li>Weekly Bulletin to the SAUSD Board of Education Program and Fiscal Information</li> <li>Final Fiscal Report Due</li> </ul>	<ul style="list-style-type: none"> <li>PIR Report to PC and Board</li> <li>Child Outcomes data analysis report for last fiscal year to PC and Board</li> <li>School Readiness Goals Outcomes Report</li> <li>Head Start Contract to PC and Board</li> </ul>	<ul style="list-style-type: none"> <li>Weekly Bulletin to the SAUSD Board of Education Program and Fiscal Information</li> </ul>	<ul style="list-style-type: none"> <li>Election of New Policy Committee Members</li> <li>Policy Committee Training</li> <li>Weekly Bulletin to the SAUSD Board of Education Program and Fiscal Information</li> <li>Period One Monitoring Orange County Head Start Inc.</li> </ul>
NOVEMBER 2014	DECEMBER 2014	JANUARY 2015	FEBRUARY 2015
<ul style="list-style-type: none"> <li>Head Start Bulletin to the SAUSD Board of Education –Program and Fiscal Information</li> <li>Orange County Head Start Monitoring Period 1</li> </ul>	<ul style="list-style-type: none"> <li>Community Assessment Update</li> <li>Child Outcomes Report</li> <li>Assessment to PC</li> <li>Weekly Bulletin to the SAUSD Board of Education Program and Fiscal Information</li> <li>Financial Audit to PC and Board</li> </ul>	<ul style="list-style-type: none"> <li>Community Assessment update to PC and Board</li> <li>Head Start Bulletin to the SAUSD Board of Education – Program and Fiscal Information</li> <li>School Readiness Goals Action Plan to the Board and PC</li> </ul>	<ul style="list-style-type: none"> <li>OCHS P1 Monitoring Report to PC and Board</li> <li>Board Training</li> <li>Head Start Bulletin to the SAUSD Board of Education –Program and Fiscal Information</li> </ul>
MARCH 2015	APRIL 2015	MAY 2015	JUNE 2015
<ul style="list-style-type: none"> <li>PC Refunding Application Study Group</li> <li>Refunding Application to PC and Board</li> <li>Head Start Bulletin to the SAUSD Board of Education –Program and Fiscal Information</li> <li>Child Outcomes Report Second Assessment to PC and Board</li> <li>Self Assessment</li> <li>Program Planning Calendar to the Board and PC</li> </ul>	<ul style="list-style-type: none"> <li>Head Start Bulletin to the SAUSD Board of Education – Program and Fiscal Information</li> <li>ERSEA Procedures to Board and PC</li> <li>OCHS Second Period Monitoring Corrective Action Plan</li> <li>Self Assessment Corrective Action Plan</li> </ul>	<ul style="list-style-type: none"> <li>Head Start Bulletin to the SAUSD Board of Education Program and Fiscal Information</li> <li>Revision of Service Area Plans Policies and Procedures</li> </ul>	<ul style="list-style-type: none"> <li>Head Start Bulletin to the SAUSD Board of Education –Program and Fiscal Information</li> <li>School Readiness Action Plan to Policy Committee and Board</li> <li>Child Outcomes Report Third Assessment to PC and Board</li> </ul>

**SANTA ANA UNIFIED SCHOOL DISTRICT**  
**HEAD START Grant Application**  
**BUDGET FOR PROGRAM YEAR 2014-2015**

		2013/2014 Basic Budget	HS BASIC 2014/2015	HS T&TA	NON-FEDERAL SHARE
<b>a. Personnel</b>					
		2,156,884	2,112,323		165,408
<b>b. Fringe Benefits @ 43 %</b>					
		933,329	934,550	-	38,630
<b>c. Travel</b>					
Conferences					
CHSA Summer Manager & Directors Conf.,					
Wipfli Nat'l Training Conf, Las Vegas, NV,					
NHSA Annual Head Start Conference					
NHSA Nat'l Head Start Manager/Directors Conference					
				5,000	
<b>d. Equipment</b>					
<b>e. Supplies</b>					
<u>Classroom Supplies</u>					
Library books, manipulatives, consumable curriculum supplies, nutrition & \$65/child (510) PD, \$85/child (40) FD		36,550	36,550		
<u>Transition Supplies</u>					
Transition folders, materials, & activities for transition to Kindergarten					
\$10/child x 550 children		5,500	5,500		
<u>ERSEA Supplies</u>					
Children's file folders, recruitment materials, enrollment forms and supplies		6,000	6,000		
<u>Medical &amp; Dental Supplies for Children</u>					
first aid supplies, earthquake kits, toothbrushes, toothpaste					
\$5/child x 550 children		2,750	2,750		
<u>Paper goods/Food service supplies for Children's Meals</u>					
Disposable serving bowls, plates, cups, flatware, etc.		6,000	6,000		
<u>Custodial Supplies</u>					
detergent, mops, brooms, buckets, disinfectant, soap, toilet paper, kleenex,		13,507	13,507		
<u>Office Supplies</u>					
stationery, paper, clips, pens, business cards, file folders, computer, etc.		9,118	9,118		
<u>Copy Machine, Computer, Printer Supplies</u>					
print cartridges, supplies		11,000	11,000		
<u>Discounts on Products</u>					2,063
		90,425	90,425	-	2,063
<b>f. Contractual</b>					
<u>Equipment Leases, copiers</u>					
Broadway	\$83.67/mo x 12 mos				
Center Street	\$370/mo x 12 mos.				
Monte Vista	\$370/mo x 12 mos.				
Kennedy	\$61/mo x 12 mos.				
King	\$61/mo x 12 mos.				
Mitchell	\$61/mo x 12 mos.				

		2013/2014 Basic Budget	HS BASIC 2014/2015	HS T&TA	NON-FEDERAL SHARE
Roosevelt	\$61/mo x 12 mos.	12,080	22,720		
Child Plus annual subscription		8,505	8,505		
Field Trips	Entry Fees/Transportation	12,000	12,000		
Mental Health Consultant	(\$70/hr x 35.7 hrs/mo x 10 mos)	28,980	28,980		
Nutrition Consultant		10,000	10,000		
Nurse Consultant		14,000	50,000		
Audiology Consultants		3,000	3,000		
T & TA					
School Readiness Goals, Child Outcomes, DRDP-PS 2 Assessment, Pre-Kindergarten Standards	Provide staff with training in assessments of children using the DRDP-PS and aligning them with the new Kindergarten Standards. Send staff to local trainings for			2,000	
Education- Skill Development and Goal# 3 School Readiness	High/Scope Trainer to support and mentor staff at sites to implement High/Scope Curriculum, train new staff on High/Scope Curriculum. Offer training for parents on High/Scope. Physical Education Activities for young children.			4,000	
Skill Development and Goal #3 School Readiness	Train staff on the High/Scope Growing Readers Literacy and Reading Curriculum - Language and Literacy			1,965	
<b>Total Contracts</b>		<b>88,565</b>	<b>135,205</b>	<b>7,965</b>	<b>-</b>
<b>h. Other</b>					
Finger Printing/Physicals for Licensing (Staff)		1,000	1,000		
DSS/CCL Fees		3,400	3,400		
Parent Activities					
Parent Activity Fund	\$5.30/child x 550				
Parent Activity, special activities, volunteer luncheon, etc.					
Baby Sitting/Parent Meetings					
Mileage Policy Committee Mtgs					
Policy & Ad Hoc Committee Meals/Snacks					
Center Committee Meals/Snacks, \$3.00/child		10,430	10,430		
Speakers, Parent Meetings					2,500
Policy & Ad Hoc Committee Meetings (6 x 2 hrs x 10 mos. X \$54.05					6,486
Center Committee meetings, business portions (4 mtgs x 20 people x 6 sites x 19.05 x .5 hr)					4,572
Printing Costs		8,000	8,000		
Training & Technical Assistance					
Performance Standards	Conduct Policy Committee orientation for new members			500	
Performance Standards	Train staff on performance standards, health procedures			100	
Performance Standards	Training for staff on monitoring, performance standards,			100	
ERSEA, Performance Standards	Training on ERSEA Performance Standards and practices to include the attendance policy, documentation of eligibility in Child Plus and Child's file.			200	

		2013/2014 Basic Budget	HS BASIC 2014/2015	HS T&TA	NON-FEDERAL SHARE
ERSEA, Outside Monitoring, Validation Visits	Review ERSEA Procedures and Plans, full Implementation of the Child Plus data system in ERSEA			2,000	
Social Services, Performance Standards	Provide training to staff on Implementation of Family and Community Engagement Framework			500	
Self Assessment	Self Assessment and Program Review			2,000	
Self Assessment	Provide training to staff on Monitoring Protocol. Every Teacher and CW will have a complete and up to date Policies & Procedures binder for the site and each classroom.			100	
Family and Community Partnerships Goal #2	Train on Family Partnership agreements, the registration process, recruitment process, community resources, family literacy, Performance Standards, and to implement effective family literacy experiences			40	
Required Annual CPR & First Aid Training	To ensure that all staff are current in Pediatric & Adult CPR and First Aid			1,000	
Program Design & Management, SAPPPs	Update staff on laws, Head Start Act, education requirements from the Head Start Act, review performance standards in PDM and use SAPPP's to show integration of service areas.			200	
Education-Performance Standards, Licensing Regulations, Head Start Act	Encourage staff to continue classes in Child Development, Curriculum, administration, Child Family & Community, and other related courses and review Head Start Act requirements specific to FSA and teacher qualifications			2,000	
Education- Skill Development, CLASS Scores, Ongoing Monitoring	Train staff on the CLASS - Instructional Support, provide activities to enhance curriculum and increase scores, provide mentor and coaching to teachers on the CLASS. Train staff on providing effective ELL strategies and programs to ESL students.			2,500	
State developed PreK Learning Foundations tying to DRDP-PS state required assessment tool and School Readiness Goal.	Increase skills in language, science, literacy, and math for use in the classrooms through attending trainings.			1,000	
Goals & Objectives 2013-2016-School Readiness	Provide activities that will promote literacy and math development and include 15 minutes of literacy activities in the daily routine. Provide teachers with training on developmentally appropriate activities in math and literacy. Social Emotional Development-Conflict Resolution, Cognition and General knowledge Patterning.			2,000	
Rent/Lease					
Parking space, B'way 7th Day Adv. Church	\$225/mo x 12 months				
Storage Unit	\$279/mo x 12 months	5,348	6,048		
Utilities (Broadway)					
Electricity	\$808.33 ave./mo x 12 mos.				
Gas	\$137.5 ave./mo x 12 mos.				
Water	\$100 ave./mo x 12 mos.				
District Classrooms if portion not used for In-Kind		17,550	14,550		
Utilities (Paid by District)	15 classrooms x 394/mo. x 6 mos.				35,460
Maintenance-Pest Control (District)					468



		2013/2014 Basic Budget	HS BASIC 2014/2015	HS T&TA	NON-FEDERAL SHARE
Child Liability Insurance		1,788	1,788		
Bldg Alteration/Renovation/repairs					
Equipment Maintenance					
Dishwashers, Copiers, etc.		1,000			
Local Travel -- Staff					
7143 miles per year x .56/mi.		4,000	4,000		
Head Start Van					
Maintenance					
Operating Expense		4,000	4,000		
Volunteers					
Classroom, parents	30 vols. X 140 days x 3.5 hrs x \$19.05)				280,035
Book Reading/Backpack Programs based on individualized lesson plans	1.8 hrs/mo. x 550 children x 9.5 mos. X 19.05				179,165
Jump Start Volunteers	6 vols. X 6 classrooms x 6 hrs/wk x 30 wks x 19.05				123,444
		56,516	53,216	14,240	632,130
		\$ 3,325,719	\$ 3,325,719	\$ 27,205	\$ 838,231
		\$ 3,325,719	\$ 3,325,719	\$ 27,205	838,231
		\$ 3,325,719	\$ 3,325,719	\$ 27,205	838,231
		0	0	0	-

## 2014-2015 SAUSD HEAD START TRAINING AND TECHNICAL ASSISTANCE

Priorities And Data Sources	Strategies	Method Of T/TA (In-House, Conference, Consultants, RNC TA)	Target Audience	Expected Outcomes And/Or Results	Method For Monitoring and Evaluation	Implementation Timelines	Projected Budget
<b>General</b>							
Record Keeping & Reporting	Review and update staff on required forms/paperwork, Record keeping & reporting and Service Area Plans Policies and Procedures	SAUSD Head Start Coordinator Assist. Coordinator of Education and Disabilities Fiscal Assistants, QS staff at Grantee level	Lead Teachers Teachers Teacher's Aides Parent Ed Specialist CW/Nurse/ Social Service Manager Asst. Coord. of Ed and Disab	To increase knowledge and skills of staff in understanding the Performance Standards and Head Start Act and the connection to the service areas	Self Assessment and T & TA plans	Sept. 2014- June 2015	No cost
Goals and Objectives 2013-2016	Train staff on the three year goals and objectives and priorities over the next three years	Head Start Coordinator	All Staff	To align goals with program policies and procedures	Sign in and out sheets from staff meetings, agendas of meetings	July through September, 2014	No cost
<b>Nutrition Services</b>							
Performance Standards, CACFP Regulations	To train staff on the nutrition guidelines and provide annual training on the regulations and Performance Standards Annual Training: Nutrition, Site Monitoring Checklist; nutrition curriculum; food services issues	SAUSD Coordinator SAUSD Nutrition Specialist/Consultant	Lead Teachers Teachers Teacher's Aides	To provide a review of CACFP and Nutrition Performance Standards regulations, and updates on changes in regulations and/or procedures	CACFP Monitoring Ongoing monitoring, review lesson plans, nutrition curriculum, self-assessment	Sept. 2014- June 2015	No cost
<b>Governance &amp; Parent Involvement</b>							

Priorities And Data Sources	Strategies	Method Of T/TA (In-House, Conference, Consultants, RN/TA)	Target Audience	Expected Outcomes And/Or Results	Method For Monitoring and Evaluation	Implementation Timelines	Projected Budget
Ongoing Monitoring by Grantee	Review with Parent Committee the Responsibilities of the following: <ul style="list-style-type: none"> <li>• PC Member Responsibilities</li> <li>• Parliamentary Procedures</li> <li>• Officer's Duties</li> <li>• Parent Activity Fund</li> </ul> Review Service Area Plans Policies and Procedures	SAUSD Head Start Coordinator Assist. Coordinator of Education and Disabilities Parent Ed Specialist	Head Start Parents Center Parent Committees Policy Committee	To inform parents of their role in Head Start Governance and improve communication between Policy Committee and Parent Committees	Ongoing Monitoring Tools, Self assessment, Minutes of Policy Committee minutes Review Performance Standards	By Nov. 2014	No cost
Ongoing Monitoring by the OCHS Grantee	Review Appendix A and Head Start Act Roles & Responsibilities, Officer Expectations Policies & Procedures, and Shared Governance	SAUSD Head Start Coordinator. Parent Education Specialist Fiscal Assistants	Policy Committee Representatives	To prepare Policy Committee Rep. for their Policy Committee meetings and for their roles and responsibilities as PC members, as well as to attain an understanding of the entire Head Start program and its service areas	Self Assessment Minutes of Policy Committee Minutes Performance Standards	By Nov. 2014	No cost

Priorities And Data Sources	Strategies	Method Of T/TA (In-House, Conference, Consultants, RNC/TA)	Target Audience	Expected Outcomes And/Or Results	Method For Monitoring and Evaluation	Implementation Timelines	Projected Budget
Performance Standards, Head Start Act	Policy Committee Review Appendix A, Roles & Responsibilities, Officer Expectations, Policies & Procedures, and Shared Governance SAPPP	SAUSD HS Coordinator Fiscal Assistants, Parent Education Specialist	Board Representatives, PC Committee and officers	To prepare the Cabinet and Board for upcoming year and review the Program Goals, To explain the officer's duties and responsibilities to the newly elected PC Executive	Ongoing Monitoring, Self-Assessment	Nov. 2014	No cost
Performance Standards	Conduct Policy Committee Orientation for new members	SAUSD Director Parent Education Specialist	New Policy Committee Members	To prepare new Policy Committee members for their roles and responsibilities as PC members, as well as to attain an understanding of the entire Head Start program and its service	Parent Meeting and Policy Committee sign in sheets	By Nov. 2014	\$500
Performance Standards/ Head Start Act	Policy Committee Training	SAUSD Head Start Fiscal Assistants	Policy Committee, Program Planning	To explain the budget development process in detail cost allocation and expenses. To explain the grant allocation	Policy Committee Meeting Minutes and sign in sheets	By Nov. 2014	\$0

Priorities And Data Sources	Strategies	Method Of T/TA (In-House, Conference, Consultants, RN/TA)	Target Audience	Expected Outcomes And/Or Results	Method For Monitoring and Evaluation	Implementation Timelines	Projected Budget
Performance Standards/Head Start Act	Review regulations, child outcomes, parent interest survey, planning calendar	SAUSD HS Coordinator Parent Education Specialist	Policy Committee Members of Planning Sub Committee	To prepare and inform Subcommittee Members of Planning Process Regulations	Self Assessment, Policy Committee Minutes Performance Standards	By Dec. 2014	no cost
Performance Standards, Self-Assessment, Ongoing Monitoring Governance	Update and review with PC and staff the updated Personnel Policies, Impasse Procedures, and the Parent Handbook Policy Committee Bylaws	SAUSD HS Coordinator Parent Education Specialist	Policy Committee Members of Program Planning Sub Committee,	To prepare and inform committee members of personnel regulations	Self Assessment Minutes of Policy Committee Minutes Performance Standards	By Nov. 2014	No cost
Governance	Review the 3 year Goals & Objectives, Community Assessment, PIR	SAUSD HS Coordinator Parent Education Specialist	Policy Committee Members of Governance Sub Committee	To prepare and inform Sub Committee Members of the Governance Regulations	Self Assessment, Policy Committee Minutes Performance Standards	Nov. 2014	No cost
<b>Health Services</b>							
Self assessment, Monitoring, Grantee focus reviews at sites	Review children's medical records at enrollment Review health history of enrolled children Immunization training /Immunization record review Input health information in Child Plus	SAUSD HS Coordinator SAUSD Nurses	All Staff	To provide training to implement procedures related to delivery of health services	Ongoing monitoring and self assessments and quarterly file checks	April 2014-June 2015	No cost

Priorities And Data Sources	Strategies	Method Of T/TA (In-House, Conference, Consultants, RN/TA)	Target Audience	Expected Outcomes And/Or Results	Method For Monitoring and Evaluation	Implementation Timelines	Projected Budget
Performance Standards, Goal #1, Community Assessment	Review and update health information in Child Plus, review and follow up on referrals sensory screenings, dental follow up Promote dental health wellness classroom curriculum and parent workshop	SAUSD HS Coordinator Assist. Coordinator of Education and Disabilities, Nurse, Mental Health Consultant	Lead Teachers Teachers Teacher's Aides CW's	To provide training to implement procedures related to delivery of Early Childhood and Health Services	Minutes of trainings and Sign in sheets, Performance Standards ongoing monitoring, lesson plans and individualizing notes, self assessment	Ongoing	No cost
Performance Standards	Train staff on the Performance Standards and Health Procedures and Plans, review case management and SAPPS in Health	Nurse	All Staff	To increase staff knowledge/performance related to training topics in the area of health	Monitoring • Performance Standards • Area Plans • Policies & Procedures • Monitoring Protocol	Ongoing	\$100
Performance Standards, Monitoring, Self-assessment	Training for all staff on monitoring, Performance Standards, Service Area Plans, Policies & Procedures, Monitoring Protocol	SAUSD HS Coordinator	All Staff	To increase staff knowledge/performance related to training topics	Performance Standards and ongoing monitoring	Ongoing	\$100
Performance Standards, monitoring, self-assessment, questionnaire sent to teachers about their plans and training needed	Emergency plans review with site staff on procedures, follow up, roles in an emergency, update First Aid kits-ensure two per center and enough food and water and supplies to last a minimum of 5 days in case of disaster	SAUSD HS Coordinator SAUSD Nurses, SAUSD Police	All Staff	To increase staff knowledge/performance related to emergencies and disaster awareness	Surveys, performance standards, licensing, ongoing monitoring, self assessments, feedback from Health Consultants	Sept. 2014	No cost



Priorities And Data Sources	Strategies	Method Of T/TA (In-House, Conference, Consultants, RN/TA)	Target Audience	Expected Outcomes And/Or Results	Method For Monitoring and Evaluation	Implementation Timelines	Projected Budget
Performance Standards, monitoring, self-assessment	Train on the forms and timelines to conduct health screenings including: • Height/Weight • Hearing • Vision & Dental • Developmental screening • Communicate with parents in the area of health and nutrition	SAUSD Director SAUSD Nurses	Site Supervisor Teacher Teacher's Aides Com.wrkr's./ Nurse	To provide knowledge and training for health procedures at the site level as needed	Agendas, sign in and out sheets	Sept 2014- June 2015	No Cost
Performance Standards, Monitoring, Self-assessment, Goal 1	Nurses to conduct a health workshop with families, and Review with nurses and staff on the use of Health Assessment forms, follow up and case management plans and review: • Medication Policy • Use of Nebulizer/inhaler • Exclusion Long/Short • Dental Health and Hygiene • Hand washing	SAUSD HS Coordinator SAUSD Nurses	Lead Teachers Teacher Teacher's Aides CW's	To increase consistency and clarity of procedures among staff	Surveys, performance standards, licensing, ongoing monitoring, self assessments, feedback from Health Consultants	By October 2014 and Ongoing	No cost
Disabilities Services							
Performance Standards	Conduct Case Management meetings on IEP goals, resources, and crisis situations of children and families and Individualizing for particular children	SAUSD Director Assist. Coordinator of Education and Disabilities	Teachers Teacher's Aides	Implementing the goals written on the IEP into daily activities and Individualizing	Ongoing Monitoring, self assessment, case management plans	Monthly from October through May, 2014	No Cost

Priorities And Data Sources	Strategies	Method Of T/TA (In-House, Conference, Consultants, RN/TA)	Target Audience	Expected Outcomes And/Or Results	Method For Monitoring and Evaluation	Implementation Timelines	Projected Budget
Performance Standards, Self Assessment	Provide training for classroom staff working with children needing Special Education, equipment, and related services social emotional development and children with challenging behaviors; Provide Staff with CEFL training	SAUSD Special Education Staff Assist. Coordinator of Education and Disabilities	Lead Teachers CW's Teachers Teacher's Aide	Increase knowledge of staff on specific disabilities, intervention, and using specialized equipment as needed at centers	Disabilities Tracking referral forms and ongoing monitoring at sites	By Nov. 2014	No cost
Performance Standards, Self Assessment	Review and update staff on the referral procedures, Training on SAPPSS and forms and classroom management , review tracking forms for children receiving services at the site; implement Child Plus to track services and follow up . Receive training from District on referral process	SAUSD Director Assist. Coordinator of Education and Disabilities Principal of Mitchell CDC Classroom Staff CW's	Head Start Coordinator Principal of Mitchell CDC	To increase knowledge of staff on new referral process and to ensure the timeline is met	Disabilities Tracking referral forms and ongoing monitoring at sites, Performance Standards	Ongoing as needed	No cost
<b>Mental Health</b>							
Mandated Training Performance Standards Licensing Regulations	Review with staff the mental health SAPPSS and forms ; Child Plus data entry for mental health services	SAUSD HS Coordinator Assistant Coordinator	Lead Teachers CW's Teachers Teacher's Aide	Increase knowledge and awareness of Mental Health related procedures, forms, and strategies for use in class and to help families in the home	Training on Performance Standards, ongoing monitoring, mental health tracking form; ChildPlus Reports	By Oct. 2014	No cost



Priorities And Data Sources	Strategies	Method Of T/TA (In-House, Conference, Consultants, RNC/TA)	Target Audience	Expected Outcomes And/Or Results	Method For Monitoring and Evaluation	Implementation Timelines	Projected Budget
Mandated Training	Review Child Abuse Policies and Procedures	SAUSD Head Start Coordinator Nurse, Parent Education Specialist	All Staff	Increase staff knowledge and awareness of child abuse reporting procedures, and to train parents on strategies to use to prevent child abuse	Training Sign In Sheets	By September 2014	No cost
<b>ERSEA</b>							
Performance Standards	Training on ERSEA Performance Standards and practices to include the attendance policy, documentation of eligibility in Child Plus and Child's file.	In house workshops and ongoing training from Director and Social Service Manager	All staff and Policy Committee	Ability to implement a comprehensive ERSEA system	Self-assessment, ongoing monitoring	By April 2014	\$200
ERSEA, Outside Monitoring, validation visits	Review ERSEA SAPPPS full implementation of the Child Plus data system in ERSEA	Social Services Manager	Policy Committee Community Workers	To inform staff and Policy Committee of ERSEA Regulations and requirements	Policy Committee Meeting minutes and staff meeting sign in sheets	Aug-14	\$2,000
Community Assessment, Head Start Act, validation visits	Marketing to homeless populations, providing community resources to parents and promoting advocacy , Job skills for parents, ESL classes	District Homeless Liaison and various agencies that provide services to homeless children	All staff	Enhanced services and information provided to homeless populations	Recruitment event sign in sheets, flyers distributed about enrollment	Ongoing	
<b>Social Services</b>							

Priorities And Data Sources	Strategies	Method Of T/TA (In-House, Conference, Consultants, RN/ TA	Target Audience	Expected Outcomes And/Or Results	Method For Monitoring and Evaluation	Implementation Timelines	Projected Budget
Self Assessment and Ongoing Monitoring , Goal #2 - Family Literacy	Utilize Child Plus data system at each site to identify family needs track and monitor family services and ensure that family goals are followed up in a timely manner. Provide family literacy event at the sites as well as reources	Social Services Manager	CW's, HS Coordinator, Parent Ed Specialist, Social Service Manager	All family services to be entered in Child Plus	Ongoing Monitoring, monthly MPR feedback from delegate agency QS staff, self-assessment, ongoing monitoring, Child Plus	Ongoing	no cost
Performance Standards	Provide training to staff on implementation of Family and Community Engagement Framework	Social Services Manager	CW's, Social Service Manager	To provide quality services and better collaboration between the program community and parents	Sign in sheets, agendas, file reviews	By Sept. 2014	\$500
Transportation Vehicle and Pedestrian Safety, Performance Standards	Annually train staff parents , staff , and children on pedestrian safety	Head Start Coordinator, Teachers , Parent Education Specialist	Staff, parents and children	Increased knowledge of transportation issues, pedestrian safety, and vehicle safety	Parent/Staff meeting sign in sheets, training agendas and sign in sheets	Sept. 2014-June 2015	no cost
Performance Standards							

Priorities And Data Sources	Strategies	Method Of T/TA (In-House, Conference, Consultants, RN/ TA	Target Audience	Expected Outcomes And/Or Results	Method For Monitoring and Evaluation	Implementation Timelines	Projected Budget
Program Design & Management	Review required documents, program planning process, special needs documentation, monitoring, self assessment, communication and integration, governance , PDM Service Area Plans Policies and Procedures	SAUSD HS Coordinator SAUSD Assist. Coordinator of Education and Disabilities	Lead Teachers Teachers Teacher's Aides CW's	To ensure Lead Teachers are up to date with program operation and activities	Agendas and Sign-In and Out sheets	By Feb. 2015	no cost
Self Assessment	Self Assessment and Program Review	OCHS, Content Area Experts, Federal Review Team	All Staff	Federal Review Year Assistance		By March 2015	\$2,000
Self Assessment	Provide Training to staff on Monitoring Protocol. Every Teacher and CW will have a complete and up to date policies and procedures binder for the site and each classroom	Delegates	All Staff	To inform and educate staff on requirements for Self Assessment Provide staff with an up to date binder of policies and procedures	Self assessment reports	By March 2015	\$100
Program Design & Management	Provide staff training on the Staff Orientation Manual, Parent Handbook, Policies & Procedures	SAUSD Director	Site Supervisors Teachers Teacher's Aides	Review and update on program guidelines, expectation and requirements	Self assessment and T & TA plans	Sept. 2014 and ongoing as needed	no cost

Priorities And Data Sources	Strategies	Method Of T/TA (In-House, Conference, Consultants, RNC/TA)	Target Audience	Expected Outcomes And/Or Results	Method For Monitoring and Evaluation	Implementation Timelines	Projected Budget
Family and Community Partnerships Goal #2	Train on the Family partnership agreements, the registration process, recruitment process, Community resources, Family Literacy Performance Standard, and to implement effective family literacy experiences	SAUSD Director Community Partners Social Services Manager	Community Worker (CW) Parent Ed. Spec.	To insure CW's are up to date on program procedures and required duties.	Agendas of meetings, sign in and out sheets	By August 2014	\$40
Required Annual CPR & First Aid Training	To ensure that all staff are current in their Pediatric & Adult CPR and First Aid	Qualified SAUSD Nurses	All Staff	To have all staff trained or retrained on pediatric and adult CPR & First Aid	CPR and First aid cards in the staff files	Sept. 2014- June 2015	\$1,000
Program Design & Management, SAPPP's	Update staff on laws, Head Start Act, Requirements for Education Act, review performance standard in Program Design and Management and use SAPPP's to show Integration of service areas	SAUSD Director Assist. Coordinator of Education and Disabilities OCHS Managers SAUSD Administrators	Site Supervisors CW's Teaching staff Policy Committee	To provide updated information of Federal, State, Licensing & Head Start regulations	Sign in and agendas from meetings, review of training binder	Sept. 2014- June 2015	\$200
School Readiness Goals, Child Outcomes, DRDP-PS 2 Assessment, Pre-Kindergarten Standards	Provide staff with training in assessments of children using the DRDP-PS and aligning them with the new Kindergarten Standards. Send staff to local trainings for PRE-K Learning Foundations and hire WEST Ed to train staff on DRDP-PS	SAUSD Head Start Coordinator West Ed Trainer (Consultant)	Site Supervisors Teachers Teacher's Aides	To enhance classroom staff's ability to more effectively implement the DRDP-PS assessment system	Agenda's and sign in sheets	Sept. 2014 and ongoing as trainings are available	\$2,000

Priorities And Data Sources	Strategies	Method Of T/TA (In-House, Conference, Consultants, RN/TA)	Target Audience	Expected Outcomes And/Or Results	Method For Monitoring and Evaluation	Implementation Timelines	Projected Budget
Required Annual Blood borne Pathogens, Child Abuse and Health Procedures, Sexual Harassment	<ul style="list-style-type: none"> <li>Blood borne Pathogens</li> <li>Medical Policies</li> <li>TB Procedures</li> <li>Child Abuse</li> <li>Allergies</li> </ul>	Head Start Coordinator Health Consultant	All Staff	Review and retrain on health and mental health issues	Agendas, case management, sign in sheets	Sept. 2014	no cost
Education-Performance Standards, Licensing Regulations, Head Start Act	Encourage staff to continue classes in Child Development, Curriculum, administration, Child Family & Community, and other related courses and Review Head Start Act requirements specific with regards to Community Worker and Teacher qualifications	SAUSD Head Start Coordinator Fiscal Assistants Colleges	Lead Teachers Teachers Teacher's Aides CW's Parent Ed Spec.	Encourage staff to obtain higher teacher credentials, Continue education, Obtain an AA degree or higher in Child Development	Transcripts from Colleges	Sept. 2014- June 2015	\$2,000
Education-Skill Development, and Goal # 3 School Readiness	High/Scope Trainer to support and mentor staff at sites to implement the High/Scope Curriculum Focus on literacy and math. Train new staff on High/Scope Curriculum. Offer for parents to attend training on High/Scope.	SAUSD Director Assist. Coordinator of Education and Disabilities High/Scope Trainer	Lead Teachers Teachers Teacher's Aides SAUSD HS Coordinator Asst. Coordinator	To enhance classroom staff's understanding of the High Scope Curriculum	Sign in sheets from sites and agendas from meetings	Sept. 2014- June 2015	\$4,000
Education-Skill Development, CLASS Scores , Ongoing Monitoring	Train staff on the CLASS - Instructional Support , provide activities to enhance curriculum and increase scores, provide mentor and coaching to teachers on the CLASS. Train staff on providing effective ELL strategies and programs to ESL students .	SAUSD Director SAUSD Literacy Coaches or Curriculum Specialists	Lead Teachers Teachers Teacher's Aides	To enhance classroom staff's understanding and knowledge of early literacy practices	Agenda's, sign in sheets, training binder	By June 2015	\$2,500

Priorities And Data Sources	Strategies	Method Of T/TA (In-House, Conference, Consultants, RN/ TA)	Target Audience	Expected Outcomes And/Or Results	Method For Monitoring and Evaluation	Implementation Timelines	Projected Budget
Skill Development, and Goal # 3 School Readiness	Train staff on the - Focus- Language and Literacy blending and deleting words and syllables without the use of pictures;Recontion of letters of the alphabet Math- Number quantities and and duplication of patterns	High/Scope Trainer	HS Coordinator Assttiant Coordinator of Education and Disabilities Lead Teachers Teachers Teachers Aides	Provide teaching staff with training on Dual Immersion Programs	Agenda's, sign in sheets, training binder	By June 2015	\$1,965
State developed PreK Learning Foundations tying to DRDP-PS state required assessment tool and School Readiness Goal	Training of staff on Head Start Outcomes Framework and California Preschool Learning Foundations to ensure children are kindergarten ready	CPIN trainers	Lead Teachers Teachers Teachers Aides Director Asst. Coordinator	To educate staff on the Content Standards for Pre K to address in lesson planning and classroom implementation at the site level	Staff Training Manual and Sign in sheets	Sept. 2014 - June 2015	\$1,000
Goals and Objectives 2013-2016-School Readiness	Provide activities that will promote literacy and math development and include 15 minutes of titerecy activities in the daily routine. Provide teachers with training on developmetaly apporoate activities in math and literacy activities. Social Emotional Development -Coflict Resolution, Cogniton and General knowledge Patterning	Consultants , Head Start Assistant Coordinator of Education and Disabilities	All Staff and 2 parents from Policy Committee to attend the CHSA conference locally	Attend workshops, conferences, and trainings to increase teaching skills, and competence in techniques, and assessment through activities for use with	Agendas and sign in sheets	Sept. 2014- June 2015	\$2,000



Priorities And Data Sources	Strategies	Method Of T/TA (In-House, Conference, Consultants, RNC/TA)	Target Audience	Expected Outcomes And/Or Results	Method For Monitoring and Evaluation	Implementation Timelines	Projected Budget
Goals and Objectives 2013-2016	Attend conferences and leadership events	CHSA Managers & Directors Conference	Director Asst Coordinator of Education and Disabilities, Fiscal and Parent Ed Staff, Parents	Learn Leadership skills and techniques specific to Head Start and working with children and families to implement for program improvement	Training agendas, certificates of completion, proof of attendance at events	Sept. 2014- June 2015	\$3,000
<b>Monitoring and Training</b>							
Validation Visits and Fiscal Monitoring	To continue to improve policies and procedures in the areas of Procurement, purchasing and tracking systems	In-House with grantee support	Fiscal Asst I and Director II, and Director	Compliant and quality programming	Ongoing QS Monitoring	Sept. 2014- June 2015	no cost
Validation visits, self assessment	Ensure that "administration" and "program" cost do not exceed the 15% Admin rule	QS specialists at grantee level	Fiscal Assistants, Director	To include policies and procedures that are written and included as part of the policies and procedures manual	Ongoing tracking on monthly documents to OCHS	Sept. 2014- June 2015	no cost
Validation Visit, Head Start Act	Monthly financial reports are to be provided to the Board of Education	QS specialists at grantee level and in house	Fiscal Assistants, Director, policy committee, SAUSD Board	Periodic reporting of financial information to go to board for review to control quality and monitor program quality	Agendas and Board Meeting Minutes	Sept. 2014- June 2015	no cost
							\$25,205

**AGENDA ITEM BACKUP SHEET**  
**March 11, 2014**

**Board Meeting**

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

**ITEM:** Consent

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

**PREPARED BY:** Sonia Rodarte-Llamas, Ed.D., Director, School Climate

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**BACKGROUND INFORMATION:**

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

**RATIONALE:**

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

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

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



# Recommendations for Expulsions

Board Meeting: March 11, 2014

	<u>Student Name</u>	<u>School/Grade</u>	<u>Charges</u>	<u>Recomm. Options</u>	<u>Placement</u>	<u>Date Eligible to Reapply</u>
1	315062	Middle College/10	B	1	County	06/19/14
2	312584	Middle College/10	B, J	1	County	06/19/14
3	308192	Santa Ana/10	B	3	Special Education	01/30/15
4	311475	Santa Ana/11	B, C, J	2	Community Day HS	06/19/14
5	332594	Santa Ana/12	B	1	Community Day HS	06/19/14
6	345542	Sierra/6	A	2	County	01/30/15
7	327222	Spurgeon/8	A, B	2A	Community Day Int.	03/11/15
8	426873	Spurgeon/6	B	2	County	01/30/15

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

- |   |   |
|---|---|
| <p>(A) Caused, attempted, or threatened to cause physical injury</p> <p>(B) Possessed, sold, furnished a weapon, dangerous object, explosives</p> <p>(C) Possessed, used, sold, furnished, or under the influence of any controlled substance (e.g. marijuana, cocaine, alcohol, intoxicants).</p> <p>(D) Offered, arranged, or negotiated to sell any controlled substance and then either sold, delivered or otherwise furnished to any person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance</p> <p>(E) Committed or attempted to commit robbery or extortion</p> <p>(F) Caused or attempted to cause damage to school or private property</p> <p>(G) Stole or attempted to steal school or private property</p> <p>(H) Possessed or used tobacco or tobacco products</p> <p>(I) Committed an obscene act or engaged in habitual profanity or vulgarity</p> <p>(J) Possessed, offered, or arranged to sell paraphernalia</p> <p>(K) Disrupted school activities or willfully defied valid authority</p> <p>(L) Knowingly received stolen school or private property</p> <p>(M) Possessed an imitation firearm</p> | <p>(N) Committed or attempted to commit a sexual assault as defined by PC 261 or sexual battery PC 243.4</p> <p>(O) Harassed, threatened or intimidated a student who is a complaining witness in a school disciplinary proceeding for the purposed of either preventing that student by being a witness or retaliating against that student by being a witness</p> <p>(P) Offering to sell or selling SOMA</p> <p>(Q) Hazing</p> <p>(R) Engaged in the act of bullying, included but not limited to, bullying committed by means of an electronic act, as defined in subdivisions (f) and (g) of section 32261, directed specifically toward a pupil or school personnel</p> <p>(T) Aids or abets in physical injury</p> <p>(.2) Engaged in sexual harassment (Grades 4-12 only), vulgarity</p> <p>(.3) Engaged in hate crime (Grades 4-12 only)</p> <p>(.4) Harassment, threat, intimidation (Grades 4-12 only)</p> <p>(.7) Terrorist threats against school officials, school property or both</p> |
|---|---|

## EXPULSION RECOMMENDATIONS

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

**AGENDA ITEM BACKUP SHEET****March 11, 2014****Board Meeting**

**TITLE:**                   **Approval of Payment and Reimbursement of Costs Incurred for Designated Instructional Services for Students with Disabilities for 2013-14 School Year**

**ITEM:**                   **Consent**

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

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

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of payment and 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 \$2,000

**RECOMMENDATION:**

Approve the payment and reimbursement of costs incurred for designated instructional services for students with disabilities for the 2013-14 school year.

**Reimbursement of Costs Incurred for Designated Instructional Services for Students with  
Disabilities for 2013-14 School Year**

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**Board Meeting: March 11, 2014**

Student ID#:	Amount:	Expenditure:	Parent of:
364984	\$2,000	Mileage	364984

**AGENDA ITEM BACKUP SHEET**  
**March 11, 2014**

**Board Meeting**

**TITLE:**                   **Approval of Memoranda of Understanding with Buddhist Tzu Chi Foundation**

**ITEM:**                   **Consent**

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

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

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of two Memoranda of Understanding (MOUs) with the Buddhist Tzu Chi Foundation - the Charity Foundation MOU and the Medical Foundation MOU. These MOUs establish a partnership that will bring support to the students and families of the Santa Ana Unified School District. Under the Charity Foundation MOU, the Tzu Chi Foundation will provide tutors at Lincoln Elementary on Saturdays and backpacks of food for families at Carver, Lowell, and Romero-Cruz on a weekly basis. Under the Medical Foundation MOU, Tzu Chi will assist in vision screenings and provide four health clinics for students and their families at Lincoln, Madison, and two clinics at Santa Ana High School. The Tzu Chi Foundation intends to provide donations, tutoring, health, and vision supports at additional sites as new resources become available to them.

**RATIONALE:**

Resources and services provided by the Buddhist Tzu Chi Foundation will support academic growth and nurture the health of our students and their families.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Approve the Memoranda of Understanding with Buddhist Tzu Chi Foundation.

# MEMORANDUM OF UNDERSTANDING

## Buddhist Tzu Chi Charity Foundation and Santa Ana Unified School District

This Memorandum of Understanding (“MOU”) is entered into between Buddhist Tzu Chi Charity Foundation (“Provider”) and the Santa Ana Unified School District (“District”) to memorialize the terms under which Provider will deliver services to general community residents within the District.

1. **Term.** This MOU is effective for a one-year period beginning March 12, 2014 and will automatically renew for an additional one-year period on each successive March 12<sup>th</sup>, unless a party notifies the other party in writing before April 1 of its intent not to renew. Additionally, either party may terminate this MOU at any time with 30 days’ written notice of termination to the other party.
2. **Services.** The services to be rendered by Provider (“Services”) are described in the Scope <sup>1</sup> of Work attached to this MOU and incorporated by this reference as though fully set forth. Provider will render the Services to general community residents and students (“Clients”), who have requested and qualified to receive the Services, on dates and at times to be mutually agreed upon by Provider and District.
3. **Qualifications.** Provider certifies that staff and or trainees providing the Services are adequately trained and prepared according to prevailing professional standards for providing the Services and the personnel providing clinic and or counseling services are appropriately licensed, credentialed, certified, or otherwise legally qualified.
4. **Documentation of Services Provided.** Provider will distribute to Clients who receive Services under this MOU with a receipt, report, or other form of description of the Services rendered, if Client is minor age (“Minors”), Minors shall 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 Minors’ parent(s) or guardian(s), the Minors’ health care providers, as applicable, and others upon request and to the extent authorized by law.
5. **District’s Obligations.** The District will facilitate delivery of the Services by:
  - a. Making announcements, as appropriate, to Clients sufficiently in advance of the Service delivery date to allow for reasonable arrangements so the maximum number of Clients can receive the Services.

- b. Distributing Provider's printed applications, consent forms, or similar paperwork, and HIPAA Notice of Privacy Practices at appropriate times.
  - c. Collecting completed applications, consent forms, or similar paperwork from Clients 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. Cooperating with Provider's management and staff to accomplish the objectives of this MOU.
6. **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 Clients, staff, or property of the District.
7. **Payment.** Services will be provided at no cost to the Clients who do not have insurance and low-income individuals. The term "low-income individual" refers to an individual whose whole family's taxable income for the preceding year did not exceed 150 percent of the poverty level, as determined by the current Federal Poverty Guideline. This includes families and students of SAUSD, since the District qualifies for free and reduced lunch District-wide.
8. **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.
9. **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.

10. **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.
11. **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 general community residents. 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.
12. **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.
13. **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.
14. **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.
15. **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.

<b>Scope of Work</b>	
<b>Responsible Partner</b>	<b>Description of Services</b>
<b><i>Buddhist Tzu Chi Medical Foundation</i></b>  <b><i>Ivan Chu</i></b> <b><i>Emily Chu</i></b> <b><i>Volunteer representatives of the Provider</i></b>	<ul style="list-style-type: none"> <li>• <b>Happy Campus</b> - May provide backpacks with food for students in need at targeted schools.</li> <li>• <b>Tutoring</b> – May provide tutoring for students in need at targeted sites. Tutoring may occur during after school hours or weekends as needed</li> <li>• <b>Support</b> – May provide gift cards and other financial supports for families and students</li> </ul>

	in crisis and/or in need of basic necessities.
<p><i>Heidi Cisneros, Executive Director, PSS</i>  <i>Sonia Rodarte-Llamas, Director School Climate</i></p> <p><b>School Site Principals</b></p> <p><b>Dennis Ziegler, Facilities</b></p> <p><b>1629 S. Center Street</b>  <b>Santa Ana, CA 92704</b></p> <p><b>Santa Ana Unified School District (SAUSD)</b></p>	<ul style="list-style-type: none"> <li>• SAUSD will provide liaison between designated school sites and their administrators and Provider to facilitate communication and implementation in a timely manner.</li> <li>• Shall collaborate with Provider to schedule dates, locations and determine most appropriate school sites for each service.</li> <li>• Shall provide appropriate and designated spaces, facilities, and personnel needed to implement programs at no-cost. This includes but is not limited to gymnasiums, multi-purpose rooms, open fields, classrooms and personnel such as custodians.</li> <li>• Shall provide parking spaces for staff and volunteers.</li> <li>• Shall ensure all services and sites are mutually agreed upon by SAUSD and Provider.</li> </ul>

16. **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.
17. **Dispute Resolution.** In the event any problems or conflicts arise in the course of the Services, the authorized representative of the District and the Provider shall, under best faith, work together to accomplish an effective resolution. If no agreeable resolution is attained, the only recourse shall be termination of this MOU.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the date first mentioned above.

**PROVIDER:**

Buddhist Tzu Chi Medical Foundation  
1000 S. Garfield Ave.  
Alhambra, CA 91801

**DISTRICT:**

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

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

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



William Keh  
Chief Executive Officer

Stefanie P. Phillips, Ed.D  
Deputy Superintendent, Operations  
Santa Ana Unified School District

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

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

# MEMORANDUM OF UNDERSTANDING

## Buddhist Tzu Chi Medical Foundation and Santa Ana Unified School District

This Memorandum of Understanding (“MOU”) is entered into between Buddhist Tzu Chi Medical Foundation (“Provider”) and the Santa Ana Unified School District (“District”) to memorialize the terms under which Provider will deliver services to general community residents within the District.

1. **Term.** This MOU is effective for a one-year period beginning March 12, 2014 and will automatically renew for an additional one-year period on each successive March 12<sup>th</sup>, unless a party notifies the other party in writing before April 1 of its intent not to renew. Additionally, either party may terminate this MOU at any time with 30 days’ written notice of termination to the other party.
2. **Services.** The services to be rendered by Provider (“Services”) are described in the Scope of Work attached to this MOU and incorporated by this reference as though fully set forth. Provider will render the Services to general community residents and students (“Clients”), who have requested and qualified to receive the Services, on dates and at times to be mutually agreed upon by Provider and District.
3. **Qualifications.** Provider certifies that staff and or trainees providing the Services are adequately trained and prepared according to prevailing professional standards for providing the Services and the personnel providing clinic and or counseling services are appropriately licensed, credentialed, certified, or otherwise legally qualified.
4. **Documentation of Services Provided.** Provider will distribute to Clients who receive Services under this MOU with a receipt, report, or other form of description of the Services rendered. If Client is a minor (“Minors”), he/she shall take home to his or her parent(s) or guardian(s), a receipt, report, or other form of description of the Services rendered 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 Minors’ parent(s) or guardian(s), the Minors’ health care providers, as applicable, and others upon request and to the extent authorized by law.
5. **District’s Obligations.** The District will facilitate delivery of the Services by:
  - a. Making announcements, as appropriate, to Clients sufficiently in advance of the Service delivery date to allow for reasonable arrangements so the maximum number of Clients can receive the Services.

- b. Distributing Provider's printed applications, consent forms, or similar paperwork, and HIPAA Notice of Privacy Practices at appropriate times.
  - c. Collecting completed applications, consent forms, or similar paperwork from Clients 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. Cooperating with Provider's management and staff to accomplish the objectives of this MOU.
6. **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 Clients, staff, or property of the District.
7. **Payment.** Services will be provided at no cost to the Clients who do not have insurance and low-income individuals. The term "low-income individual" refers to an individual whose whole family's taxable income for the preceding year did not exceed 150 percent of the poverty level as determined by the current Federal Poverty Guideline. This includes families and students of SAUSD since the District qualifies for free and reduced lunch District-wide.
8. **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.
9. **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.

10. **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.
11. **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 general community residents. 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.
12. **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.
13. **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.
14. **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.
15. **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.

<b>Scope of Work</b>	
<b>Responsible Partner</b>	<b>Description of Services</b>
<b><i>Buddhist Tzu Chi Medical Foundation</i></b>  <b><i>Ivan Chu</i></b> <b><i>Emily Chu</i></b> <b><i>Volunteer representatives of the Provider</i></b>	<ul style="list-style-type: none"> <li>• <b>Health Fairs-</b> Will coordinate up to four health fairs to be located at designated school sites to serve Clients described herein. Will provide volunteers, supplies and outreach.</li> <li>• <b>Vision Services-</b> May provide vision services including vision screenings for Clients, may collaborate with other partners providing vision services in SAUSD.</li> </ul>

<p><i>Heidi Cisneros, Executive Director, PSS</i>  <i>Sonia Rodarte-Llamas, Director School Climate</i></p> <p><b>Dennis Ziegler, Facilities</b></p> <p><b>1629 S. Center Street</b>  <b>Santa Ana, CA 92704</b></p> <p><b>Santa Ana Unified School District (SAUSD)</b></p>	<ul style="list-style-type: none"> <li>• SAUSD will provide liaison between designated school sites and their administrators and Provider to facilitate communication and implementation in a timely manner.</li> <li>• Shall collaborate with Provider to schedule dates, locations and determine most appropriate school sites for each service.</li> <li>• Shall provide appropriate and designated spaces, facilities, and personnel needed to implement programs at no-cost. This includes but is not limited to gymnasiums, multi-purpose rooms, open fields, classrooms and personnel such as custodians.</li> <li>• Shall provide parking spaces for staff and volunteers.</li> <li>• Shall ensure all services and sites are mutually agreed upon by SAUSD and Provider.</li> </ul>
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16. **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.
17. **Dispute Resolution.** In the event any problems or conflicts arise in the course of the Services, the authorized representative of the District and the Provider shall, under best faith, work together to accomplish an effective resolution. If no agreeable resolution is attained, the only recourse shall be termination of this MOU.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the date first mentioned above.

**PROVIDER:**

Buddhist Tzu Chi Medical Foundation  
1000 S. Garfield Ave.  
Alhambra, CA 91801

**DISTRICT:**

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

By: \_\_\_\_\_  
William Keh  
Chief Executive Officer

By: \_\_\_\_\_  
Stefanie P. Phillips, Ed.D  
Deputy Superintendent, Operations

Santa Ana Unified School District

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

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

**AGENDA ITEM BACKUP SHEET**  
**March 11, 2014**

**Board Meeting**

**TITLE:**                    **Ratification of Purchase Order Summary and Listing of Orders \$25,000 and Over for Period of February 12, 2014 through February 25, 2014**

**ITEM:**                    **Consent**

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

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

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board ratification of the Purchase Order Summary and Listing of Orders \$25,000 and over for the period of February 12, 2014 through February 25, 2014.

**RATIONALE:**

The Purchase Order Summary consists of all orders created during the period of February 12, 2014 through February 25, 2014. 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 February 12, 2014 through February 25, 2014.



# Santa Ana Unified School District

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

Richard L. Miller, Ph.D., Superintendent

Date: March 4, 2014  
To: Richard L. Miller, Ph.D., Superintendent  
From: Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations, CBO  
Subject: Purchase Order Summary: From 12-FEB-2014 through 25-FEB-2014

Fund 01 General Fund	\$1,022,740.40
Fund 12 Child Development	\$799.61
Fund 13 Cafeteria Fund	\$159,351.69
Fund 14 Deferred Maintenance Fund	\$65,175.49
Fund 25 Capital Facilities Fund	\$49,675.49
Fund 29 Measure G	\$2,012.09
Fund 35 County School Facilities Fund	\$533,758.42
Fund 40 Special Reserve Fund	\$118,831.84
Fund 49 Capital Project Fund for Blended Component Units (CFD)	\$46,800.00
Fund 56 Debt Service Fund	\$1,541,191.88
Fund 68 Workers' Compensation	\$17,000.00
Grand Total:	\$3,462,226.00

Prepared By: Jonathan Geiszler, Director, Purchasing and Stores

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

## BOARD OF EDUCATION

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



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

From 12-FEB-2014 through 25-FEB-2014

Page: 1 of 2

PO No.	Vendor			BOA Date
Funding	Description	Location		Amount
290221	E.A.P. TECHNOLOGY, INC.			
Unrestricted	Equipment	INFORMATION		\$40,000.00
Discretionary	Maintenance	TECHNOLOGY CENTER		
Accounts	Supplies			
290735	CROP PRODUCTION SERVICES, INC.			
Civic Center Rental Grounds		BUILDING SERVICES		\$25,000.00
Fees	Maintenance			
291481	AT&T CALIFORNIA			
Special Reserve		SANTA ANA HIGH		\$35,324.55
Fund		SCHOOL		
291482	AT&T CALIFORNIA			
Special Reserve		VALLEY HIGH SCHOOL		\$35,324.55
Fund				
291483	AT&T CALIFORNIA			
Special Reserve		SEGERSTROM HIGH		\$35,324.55
Fund		SCHOOL		
295955	NCS PEARSON, INC.			
IASA: Title I Basic Sub-Agreements for	STUDENT ACHIEVEMENT			\$15,000.00
Grants Low-Income Services				
IASA: Title I Basic Consultant	STUDENT ACHIEVEMENT			\$25,000.00
Grants Low-Income Noninstructional				
295977	CENGAGE LEARNING dba NATIONAL	GEOGRAPHIC LEARNING		
Title III Limited Materials &	ENGLISH LEARNER			\$60,871.80
English Proficiency Supplies/Software	PROGRAMS & STUDENT			
LEP Student	ACHIEVEMENT			
296695	COMMLINE, INC.			
Risk Management Materials &	RISK MANAGEMENT			\$34,275.00
Undesignated Supplies/Software				
297000	PRB CONSTRUCTION			
COP 2007 New		BUILDING SERVICES		\$46,800.00
Warehouse				
297025	UC REGENTS			
IASA: Title I Basic Sub-Agreements for	STUDENT ACHIEVEMENT			\$3,875.00
Grants Low-Income Services				
IASA: Title I Basic Consultant	STUDENT ACHIEVEMENT			\$25,000.00
Grants Low-Income Noninstructional				

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

From 12-FEB-2014 through 25-FEB-2014

Page: 2 of 2

PO No.	Vendor			BOA Date
Funding	Description	Location		Amount
297069	NETWORK INTEGRATION COMPANY PARTNERS, INC.			
Unrestricted	Maintenance	INFORMATION		\$57,085.35
Discretionary	Contracts Repairs	TECHNOLOGY CENTER		
Accounts				
297164	THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.			
COP 2007	Debt Service	DISTRICT-WIDE		\$666,191.88
	Interest			
COP 2007	Other Debt Service	DISTRICT-WIDE		\$875,000.00
	Principal			
297187	AT&T DATACOMM, INC. dba AT&T DATACOMM			
OPSC School		DIAMOND ELEMENTARY		\$152,080.96
Facilities Bond		SCHOOL		
297195	CONTROL TECHNOLOGIES WEST, INC.			
OPSC School		SPURGEON		\$77,475.00
Facilities Bond		INTERMEDIATE SCHOOL		
	SAUSD Board of Education Purchase Order Listing \$25,000 and over			
297203	NATIONAL FOOD GROUP, INC.			
Child Nutrition:	Food Processing	NUTRITION SERVICES		\$34,214.40
School Programs	Charges			
297287	MIND RESEARCH INSTITUTE			
IASA: Title I Basic Other Contracts		STUDENT ACHIEVEMENT		\$285,000.00
Grants Low-Income				
297314	INTERCOM CLOCKS & SIGNAL SERVICE			
OPSC School		GARFIELD ELEMENTARY		\$35,444.59
Facilities Bond		SCHOOL		
297374	NEXUS IS, INC.			
OPSC School		LATHROP		\$123,996.52
Facilities Bond		INTERMEDIATE SCHOOL		
297380	CONSULTING & CONTRACTED SERVICES, INC.			
Unrestricted	Consultant	BUSINESS SERVICES		\$36,800.00
Discretionary	Noninstructional	DIVISION		
Accounts				

**AGENDA ITEM BACKUP SHEET**  
**March 11, 2014**

**Board Meeting**

**TITLE:**                    **Ratification of Expenditure Summary and Warrant Listing for Period of February 12, 2014 through February 25, 2014**

**ITEM:**                    **Consent**

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

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

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**BACKGROUND INFORMATION:**

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

**RATIONALE:**

The Expenditure Summary consists of all warrants created during the period of February 12, 2014 through February 25, 2014. 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 February 12, 2014 through February 25, 2014.



# Santa Ana Unified School District

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

**Richard L. Miller, Ph.D., Superintendent**

Date: February 27, 2014  
To: Richard L. Miller, Ph.D., Superintendent  
From: Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations  
Subject: Expenditures Summary: From 12-FEB-2014 through 25-FEB-2014

Fund 01 General Fund	\$2,208,153.55
Fund 12 Child Development	\$1,374.20
Fund 13 Cafeteria Fund	\$687,362.83
Fund 14 Deferred Maintenance Fund	\$11,804.43
Fund 24 SAUSD GO Bond, 2008 Election, Series A Building Fund	\$12,010.00
Fund 25 Capital Facilities Fund	\$32,296.40
Fund 29 Measure G	\$6,000.00
Fund 35 County School Facilities Fund	\$223,908.38
Fund 40 Special Reserve Fund	\$14,707.25
Fund 56 Debt Service Fund	\$1,541,191.88
Fund 68 Workers' Compensation	\$61,322.49
Fund 69 Health & Welfare	\$438,734.11
Fund 81 Property & Liability	\$14,229.41
Total Expenditures:	\$5,253,094.93

Prepared By: Christeen Betz, Director, Accounting

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

## BOARD OF EDUCATION

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

# SAUSD Board of Education Warrant Listing

February 12, 2014

Page 1 of 4

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
<b>Fund 01 General Fund</b>			
84190453	<b>AREY JONES EDUCATIONAL SOLUTIONS</b>		<b>\$50,092.09</b>
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
	Unrestricted Discretionary Accounts	INFORMATION TECHNOLOGY CENTER	
		PUPIL SUPPORT SERVICES	
84190414	<b>DURHAM SCHOOL SERVICES, L.P.</b>		<b>\$647,199.71</b>
	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	
84190404	<b>APPLE, INC.</b>		<b>\$30,245.06</b>
	Economic Impact Aid-LEP	WILSON ELEMENTARY SCHOOL	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	HENINGER ELEMENTARY SCHOOL	
	Medi-Cal Billing Option	SPEECH & LANGUAGE	
	Risk Management - Undesignated	RISK MANAGEMENT	
	Special Education	SPECIAL EDUCATION	
	Unrestricted Discretionary Accounts	DEPUTY SUPERINTENDENT'S OFFICE	
		SANTA ANA HIGH SCHOOL	
84190331	<b>ORANGE COUNTY DEPARTMENT OF EDUCATION</b>		<b>\$93,583.91</b>
	Special Ed: Mental Health Services	PUPIL SUPPORT SERVICES	
84190315	<b>COUNCIL OF THE GREAT CITY SCHOOLS</b>		<b>\$41,281.00</b>
	Unrestricted Discretionary Accounts	BUSINESS SERVICES DIVISION	
84190310	<b>SOUTHERN CALIFORNIA EDISON</b>		<b>\$48,675.90</b>
	Unrestricted Discretionary Accounts	DISTRICTWIDE	
84190309	<b>GAS COMPANY</b>		<b>\$30,443.46</b>
	Unrestricted Discretionary Accounts	DISTRICTWIDE	

# SAUSD Board of Education Warrant Listing

February 12, 2014

Page 2 of 4

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
<b>Fund 13 Cafeteria Fund</b>			
84190494	THE FRUITGUYS, LLC		\$72,578.00
	Child Nutrition: Fresh Fruit and Vegetable Program	ADAMS ELEMENTARY SCHOOL	
		CARVER ELEMENTARY SCHOOL	
		DAVIS ELEMENTARY SCHOOL	
		DIAMOND ELEMENTARY SCHOOL	
		EDISON ELEMENTARY SCHOOL	
		ESQUEDA ELEMENTARY SCHOOL	
		FRANKLIN ELEMENTARY SCHOOL	
		FREMONT ELEMENTARY SCHOOL	
		GARFIELD ELEMENTARY SCHOOL	
		HARVEY ELEMENTARY SCHOOL	
		HENINGER ELEMENTARY SCHOOL	
		HEROES ELEMENTARY SCHOOL	
		HOOVER ELEMENTARY SCHOOL	
		JACKSON ELEMENTARY SCHOOL	
		KENNEDY ELEMENTARY SCHOOL	
		KING ELEMENTARY SCHOOL	
		LINCOLN ELEMENTARY SCHOOL	
		LOWELL ELEMENTARY SCHOOL	
		MADISON ELEMENTARY SCHOOL	
		MARTIN ELEMENTARY SCHOOL	
		MONROE ELEMENTARY SCHOOL	
		MONTE VISTA ELEMENTARY SCHOOL	
		PIO PICO ELEMENTARY SCHOOL	
		REMINGTON ELEMENTARY SCHOOL	
		ROMERO-CRUZ ELEMENTARY SCHOOL	
		ROOSEVELT ELEMENTARY SCHOOL	
		SEPULVEDA ELEMENTARY SCHOOL	

# SAUSD Board of Education Warrant Listing

February 12, 2014

Page 3 of 4

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
		WALKER ELEMENTARY SCHOOL	
		WASHINGTON ELEMENTARY SCHOOL	
		WILSON ELEMENTARY SCHOOL	
84190487	LOEWY ENTERPRISES, INC. dba SUNRISE PRODUCE Child Nutrition: School Programs	CENTURY HIGH SCHOOL	\$60,080.47
		GODINEZ FUNDAMENTAL HIGH SCHOOL	
		LATHROP INTERMEDIATE SCHOOL	
		MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	
		MCFADDEN INTERMEDIATE SCHOOL	
		MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	
		NUTRITION SERVICES	
		SADDLEBACK HIGH SCHOOL	
		SANTA ANA HIGH SCHOOL	
		SEGERSTROM HIGH SCHOOL	
		SIERRA PREPARATORY ACADEMY	
		SPURGEON INTERMEDIATE SCHOOL	
		VALLEY HIGH SCHOOL	
		WILLARD INTERMEDIATE SCHOOL	
84190476	DRIFTWOOD DAIRY Child Nutrition: School Programs	NUTRITION SERVICES	\$54,069.49
<b>Fund 35 County School Facilities Fund</b>			
84190511	INTERCOM CLOCKS & SIGNAL SERVICE Fund 35 OPSC School Facilities Bond Projects	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$31,399.13
		SADDLEBACK HIGH SCHOOL	
84190505	AT&T DATACOMM, INC. dba AT&T DATACOMM Fund 35 OPSC School Facilities Bond Projects-Second Issuance	MONROE ELEMENTARY SCHOOL	\$57,281.54

# SAUSD Board of Education Warrant Listing

February 12, 2014

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
<b>Fund 69 Health &amp; Welfare</b>			
84190522	ALAMEDA COUNTY SCHOOLS INSURANCE GROUP (ACSIG)		\$432,372.93
	Health & Welfare - Active Employees	DISTRICT EMPLOYEE BENEFITS	
	Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS	
<b>Grand Total:</b>			<b>\$1,649,302.69</b>



# SAUSD Board of Education Warrant Listing

February 19, 2014

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
<b>Fund 01 General Fund</b>			
84190658	WAXIE SANITARY SUPPLY		\$65,046.63
	Fund 01 General Fund	WAREHOUSE AND DELIVERY	
	Unrestricted Discretionary Accounts	BUILDING SERVICES	
		VALLEY HIGH SCHOOL	
84190538	SOUTHERN CALIFORNIA EDISON		\$38,979.00
	Unrestricted Discretionary Accounts	DISTRICTWIDE	
84190559	XEROX CORPORATION		\$67,135.82
	Unrestricted One-time Funds	PUBLICATIONS	
84190561	AREY JONES EDUCATIONAL SOLUTIONS		\$267,307.32
	Economic Impact Aid	MUIR FUNDAMENTAL ELEMENTARY SCHOOL	
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	STUDENT ACHIEVEMENT	
	Title III Limited English Proficiency LEP Student Program	ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT	
	Unrestricted Discretionary Accounts	BUDGET	

# SAUSD Board of Education Warrant Listing

February 19, 2014

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84190604	U S BANK - CAL CARD		\$54,527.42
	Beginning Teacher-BTSA	STAFF DEVELOPMENT	
	Carl D Perkins Section 131 Career and Technical Education act of 1998	VOCATIONAL EDUCATION	
	Carol M White PEP Grant	SPECIAL PROJECTS/WELLNESS	
	Donations (Miscellaneous)	LINCOLN ELEMENTARY SCHOOL	
		LOWELL ELEMENTARY SCHOOL	
		SANTA ANA HIGH SCHOOL	
		SANTIAGO ELEMENTARY SCHOOL	
	Economic Impact Aid	FREMONT ELEMENTARY SCHOOL	
		LOWELL ELEMENTARY SCHOOL	
		PIO PICO ELEMENTARY SCHOOL	
		SANTA ANA HIGH SCHOOL	
		THORPE FUNDAMENTAL ELEMENTARY SCHOOL	
		WILLARD INTERMEDIATE SCHOOL	
	Economic Impact Aid-LEP	LINCOLN ELEMENTARY SCHOOL	
		MCFADDEN INTERMEDIATE SCHOOL	
		SANTA ANA HIGH SCHOOL	
		SEPULVEDA ELEMENTARY SCHOOL	
		WILSON ELEMENTARY SCHOOL	
	Fundraiser (Non ASB-PTA Deposits)	DAVIS ELEMENTARY SCHOOL	
	Head Start	CHILD DEVELOPMENT	
	High School Inc.	VALLEY HIGH SCHOOL	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	EARLY CHILDHOOD EDUCATION	
		ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT	
		JEFFERSON ELEMENTARY SCHOOL	
		KENNEDY ELEMENTARY SCHOOL	
		KING ELEMENTARY SCHOOL	
		LINCOLN ELEMENTARY SCHOOL	

# SAUSD Board of Education Warrant Listing

February 19, 2014

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
		LOWELL ELEMENTARY SCHOOL	
		MARTIN ELEMENTARY SCHOOL	
		MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	
		SANTIAGO ELEMENTARY SCHOOL	
		SEGERSTROM HIGH SCHOOL	
		STAFF DEVELOPMENT	
		STUDENT ACHIEVEMENT	
	Kinder Readiness Program II	EARLY CHILDHOOD EDUCATION	
	Medi-Cal Billing Option	PUPIL SUPPORT SERVICES	
	Ongoing & Major Maintenance Account	BUILDING SERVICES	
	S.D. Bechtel, Jr. Foundation	STAFF DEVELOPMENT	
	Special Ed: Early Ed Individuals with Exceptional Needs Infant Program	TAFT ELEMENTARY SCHOOL	
	Special Ed: IDEA Early Intervention Grants	MITCHELL CHILD DEVELOPMENT CENTER	
	Special Education	LINCOLN ELEMENTARY SCHOOL	
		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	
	Unrestricted - CalSafe (6091/6092)	EARLY CHILDHOOD EDUCATION	
	Unrestricted - Regional Occupational Centers/Program (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	
	Unrestricted Discretionary Accounts	BOARD OF EDUCATION	
		BUDGET	
		BUILDING SERVICES	
		BUSINESS SERVICES DIVISION	
		CENTURY HIGH SCHOOL	
		COMMUNICATIONS	
		CONSTITUENCY SERVICES	
		CONSTRUCTION	

# SAUSD Board of Education Warrant Listing

February 19, 2014

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
		DAVIS ELEMENTARY SCHOOL	
		DEPUTY SUPERINTENDENT'S OFFICE	
		ELEMENTARY DIVISION	
		FACILITIES/GOVERNMENTAL RELATIONS	
		GODINEZ FUNDAMENTAL HIGH SCHOOL	
		HUMAN RESOURCES DIVISION	
		INFORMATION TECHNOLOGY CENTER	
		MARTIN ELEMENTARY SCHOOL	
		MCFADDEN INTERMEDIATE SCHOOL	
		MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	
		MIDDLE COLLEGE HIGH SCHOOL	
		PAYROLL DEPARTMENT	
		PUPIL SUPPORT SERVICES	
		PURCHASING DEPARTMENT	
		REMINGTON ELEMENTARY SCHOOL	
		SADDLEBACK HIGH SCHOOL	
		SANTA ANA HIGH SCHOOL	
		SANTIAGO ELEMENTARY SCHOOL	
		SCHOOL POLICE SERVICES	
		SECONDARY DIVISION	
		SEGERSTROM HIGH SCHOOL	
		SUPERINTENDENT'S OFFICE	
		WAREHOUSE AND DELIVERY	
		WASHINGTON ELEMENTARY SCHOOL	
		SECONDARY DIVISION	
	Unrestricted One-time Funds		
84190605	UNISOURCE WORLDWIDE, INC.		\$25,583.04
	Fund 01 General Fund	WAREHOUSE AND DELIVERY	
84190536	CITY OF SANTA ANA		\$29,303.76
	Unrestricted Discretionary Accounts	DISTRICTWIDE	

# SAUSD Board of Education Warrant Listing

February 19, 2014

Page 5 of 5

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84190618	CENGAGE LEARNING dba NATIONAL GEOGRAPHIC Title III Limited English Proficiency LEP Student Program	ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT	\$62,083.80

84190608	WARE DISPOSAL, INC. Unrestricted Discretionary Accounts	DISTRICTWIDE	\$28,725.03
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## Fund 13 Cafeteria Fund

84190710	DRIFTWOOD DAIRY Child Nutrition: School Programs	NUTRITION SERVICES	\$51,463.95
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84190711	FORM PLASTICS COMPANY Child Nutrition: School Programs	NUTRITION SERVICES	\$42,859.92
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84190715	GOLD STAR FOODS Child Nutrition: School Programs	GODINEZ FUNDAMENTAL HIGH SCHOOL NUTRITION SERVICES	\$81,063.79
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84190717	GOLD STAR FOODS Child Nutrition: School Programs	GODINEZ FUNDAMENTAL HIGH SCHOOL NUTRITION SERVICES	\$40,388.34
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84190720	LOEWY ENTERPRISES, INC. dba SUNRISE PRODUCE Child Nutrition: School Programs	CARR INTERMEDIATE SCHOOL NUTRITION SERVICES VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	\$107,257.70
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## Fund 56 Debt Service Fund

84190741	THE BANK OF NEW YORK MELLON TRUST COMPANY COP 2007	DISTRICTWIDE	\$1,541,191.88
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## Fund 68 Workers' Compensation

84190745	SANTA ANA UNIFIED SCHOOL DISTRICT WORKERS' COMP. Fund 68 Workers' Compensation	RISK MANAGEMENT	\$51,958.92
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**Grand Total:** **\$2,554,876.32**

**AGENDA ITEM BACKUP SHEET**  
**March 11, 2014**

**Board Meeting**

**TITLE:**                   **Approval/Ratification of Listing of Agreements/Contracts with Santa Ana Unified School District and Various Consultants Submitted for Period of February 12, 2014 through February 25, 2014**

**ITEM:**                   **Consent**

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

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

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval/ratification of the listing of agreements/contracts with Santa Ana Unified School District and various consultants submitted for the period of February 12, 2014 through February 25, 2014.

**RATIONALE:**

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

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

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Approve/ratify the listing of agreements/contracts with the Santa Ana Unified School District and various consultants submitted for the period of February 12, 2014 through February 25, 2014.

## 2013-14 LISTING OF CONSULTANTS/CONTRACTED SERVICES

### Submitting Division: Educational Services

**March 11, 2014**

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED	REQ. NO.
1.	Orange County Opera, Inc. Ratification	<b>Monte Vista Elementary School:</b> Will provide the opera performance "The Elixir of Love."	November 14, 2013		Title I	\$475.00	156422
2.	Bureau of Lectures Ratification	<b>Valley High School:</b> Will provide students, who have a 3.0 and perfect attendance, a laser light show. Students will get scientific explanations and demonstrations of the laser lights.	March 7, 2014		General Fund	\$540.00	156154
3.	Gregory X. Whitmore Ratification	<b>Visual Performing Arts:</b> Will rehearse and conduct the District High School Honor Band.	March 11 - 12, 2014		General Fund	\$324.00	156085
4.	Kid Healthy (OneOC)	<b>Special Projects:</b> Will continue to provide training to school sites in formation of Wellness Committees and playground structured recess program to address health and wellness at Martin, Pio Pico, and Washington elementary schools.	March 12, 2014 through June 30, 2014		PEP Grant Fund	\$23,250.00	156409
5.	Apple, Inc.	<b>Willard Intermediate School:</b> Will provide iPad implementation training to increase teacher knowledge for using the iPad as a learning tool in the classroom.	March 12, 2014 through June 30, 2014		CORE Fund	\$4,500.00	156261

2013-14 LISTING OF CONSULTANTS/CONTRACTED SERVICES

Submitting Division: Educational Services

March 11, 2014

Page 2

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED	REQ. NO.
6.	Imagine Learning	<b>Educational Services:</b> Additional Licenses for Imagine Learning, in addition, the Consultant will provide professional development trainings to staff at Carver, Diamond, Kennedy, Romero-Cruz, and Walker elementary schools.	March 12, 2014 through June 30, 2014		Title I	\$65,736.00	156756
7.	Linda Diamond	<b>Educational Services:</b> Will provide Language Arts-related service such as ELA implementation challenges and state of ELA instruction, focus on elementary grades, meetings with teacher leadership, review CCSS implementation resources, and discussions to a determine follow-up plan. A follow-up written report and plan of action will be provided by consultant.	March 12, 2014 through June 30, 2014		General Fund	\$1,500.00	156885



**2013-14 LISTING OF CONSULTANTS/CONTRACTED SERVICES**  
**Submitting Division: Support Services**  
**March 11, 2014**

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED	REQ. NO.
8.	Walter S. Ernsdorf	Increase to P.O. #290305. Will provide program support to ED programs at the secondary level.	March 12, 2014 through June 30, 2014		Mental Health Special Ed.	\$5,000.00	156921
9.	Lisa Hartman	Will provide mental health counseling to students.	March 12, 2014 through June 30, 2014		Mental Health Special Ed.	\$13,608.00	156968

**AGENDA ITEM BACKUP SHEET**  
**March 11, 2014**

**Board Meeting**

**TITLE:**                   **Approval of Intranet Network Support Services Agreement with Orange County Superintendent of Schools for Fiscal Years 2013–16**

**ITEM:**                   **Consent**

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

**PREPARED BY:**   **Jonathan Geiszler, Director, Purchasing and Stores**  
                          **Ricardo Enz, Director, Information Technology Center**

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of Intranet network support services agreement with the Orange County Superintendent of Schools for fiscal years 2013–16.

**RATIONALE:**

This agreement with the Orange County Department of Education will provide ongoing Intranet data connectivity services and support Districtwide. The term of the Agreement covers a period of three years commencing on March 12, 2013, and ending on June 30, 2016, subject to renewals upon mutual written agreement.

**FUNDING:**

General Fund: \$ 1,500.00 per year for period of three years

**RECOMMENDATION:**

Authorize staff to approve Intranet network support services agreement with the Orange County Superintendent of Schools for fiscal years 2013–16, in the amount of \$1,500,00 per year for a period not to exceed three years.

**AGENDA ITEM BACKUP SHEET**  
**March 11, 2014**

**Board Meeting**

**TITLE:** Approval of Internet Service Agreement with Orange County Superintendent of Schools for Fiscal Year 2014–15

**ITEM:** Consent

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

**PREPARED BY:** Jonathan Geiszler, Director, Purchasing and Stores  
Ricardo Enz, Director, Information Technology Center

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of Internet service agreement with the Orange County Superintendent of Schools for fiscal year 2014–15.

**RATIONALE:**

This agreement with the Orange County Department of Education will provide ongoing Internet connectivity service District-wide for the 2014–15 fiscal year. The term of the Agreement covers a period of one year commencing on July 1, 2014, and ending on June 30, 2015. The Orange County Superintendent of Schools receives services free of charge from the California K-12 High Speed Network and in-turn provides this service free of charge to the District.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Authorize staff to approve Internet network service agreement with the Orange County Superintendent of Schools for fiscal year 2014–15.

**AGENDA ITEM BACKUP SHEET**  
**March 11, 2014**

**Board Meeting**

**TITLE:** Approval of Rejection of Government Code §910 and §910.2 Claim  
Against Santa Ana Unified School District – File No. 13-14188 MH

**ITEM:** Consent

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

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

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to reject Government Code §910 and §910.2 claim against the District, File No. 13-14188 MH.

**DESCRIPTION OF DAMAGE/INJURY:**

Claimant requests reimbursement for wrongful termination.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Recommend rejection of Government Code §910 and §910.2 claim against the District, File No. 13-14188 MH.

SP:mm

**AGENDA ITEM BACKUP SHEET**  
**March 11, 2014**

**Board Meeting**

**TITLE:**                    **Approval of Rejection of Government Code §910 and §910.2 Claim  
Against Santa Ana Unified School District – File No. 14-14849 JT**

**ITEM:**                    **Consent**

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

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

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to reject Government Code §910 and §910.2 claim against the District, File No. 14-14849 JT.

**DESCRIPTION OF DAMAGE/INJURY:**

Claimant requests reimbursement for damage to personal property.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Recommend rejection of Government Code §910 and §910.2 claim against the District, File No. 14-14849 JT.

**AGENDA ITEM BACKUP SHEET**  
**March 11, 2014**

**Board Meeting**

**TITLE:** Approval of Rejection of Government Code §910 and §910.2 Claim  
Against Santa Ana Unified School District – File No. 14-14941 MH

**ITEM:** Consent

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

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

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to reject Government Code §910 and §910.2 claim against the District, File No. 14-14941 MH.

**DESCRIPTION OF DAMAGE/INJURY:**

Claimant requests reimbursement for personal injury.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Recommend rejection of Government Code §910 and §910.2 claim against the District, File No. 14-14941 MH.

**AGENDA ITEM BACKUP SHEET**  
**March 11, 2014**

**Board Meeting**

**TITLE:** Approval of Rejection of Government Code §910 and §910.2 Claim  
Against Santa Ana Unified School District – File No. 14-14977 JT

**ITEM:** Consent

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

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

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to reject Government Code §910 and §910.2 claim against the District, File No. 14-14977 JT.

**DESCRIPTION OF DAMAGE/INJURY:**

Claimant requests reimbursement for personal property.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Recommend rejection of Government Code §910 and §910.2 claim against the District, File No. 14-14977 JT.

**AGENDA ITEM BACKUP SHEET**  
**March 11, 2014**

**Board Meeting**

**TITLE:**                   **Approval to Cancel Special Meeting of Board of Education on  
March 15, 2014**

**ITEM:**                   **Consent**

**SUBMITTED BY:**   **Rick L. Miller, Ph.D., Superintendent**

**PREPARED BY:**    **Rick L. Miller, Ph.D., Superintendent**

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval to cancel the special meeting of the Board of Education on March 15, 2014.

**RATIONALE:**

The Board of Education may exercise its option to cancel Board meetings, due to reasons beyond our control. Cancellation of Board meetings requires official action.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Approve the cancellation of special meeting of the Board of Education scheduled for March 15, 2014.

RLM/cg



**AGENDA ITEM BACKUP SHEET**  
**March 11, 2014**

**Board Meeting**

**TITLE:** Approval of Personnel Calendar

**ITEM:** Consent

**SUBMITTED BY:** Mark A. McKinney, Associate Superintendent, Human Resources

**PREPARED BY:** Mark A. McKinney, Associate Superintendent, Human Resources

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**BACKGROUND INFORMATION:**

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

**RATIONALE:**

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

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Approve the Personnel Calendar.

  
MAM:nr

**Personnel Calendar**

**CERTIFICATED PERSONNEL CALENDAR**

**Board Meeting - March 11, 2014**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>RETIREMENTS</b>					
Addington, Ruth	Teacher	Villa	June 20, 2014		Retirement - 18 years
Araujo, Donna	Teacher	Washington	June 20, 2014		Retirement - 18 years
Armenta, Angelina	Teacher	Saddleback	June 20, 2014		Retirement - 24 years
Bird, Karen	Teacher	Special Education	June 20, 2014		Retirement - 36 years
Brigman, Keith	Teacher	Special Education	June 20, 2014		Retirement - 35 years
Carter, Patricia	Director of ROP	ROP	June 30, 2014		Retirement - 30 years
Cohen, Kysa	Teacher	Segerstrom	June 20, 2014		Retirement - 25 years
Esparza, Denise	Teacher	Madison	June 20, 2014		Retirement - 40 years
Esquino, Kathleen	Teacher	Monroe	June 20, 2014		Retirement - 29 years
Goddard, Michele	Teacher	Sierra	June 20, 2014		Retirement - 25 years
Gray, Susanne	Teacher	Esqueda	June 20, 2014		Retirement - 18 years
Jebber, Thomas	Teacher	Adams	June 20, 2014		Retirement - 34 years

Personnel Calendar  
Board Meeting - March 11, 2014

CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>RETIREMENTS (Continued)</b>					
Krpan, Marianne	Teacher	Villa	June 20, 2014		Retirement - 15 years
La Rochelle, Billie	Teacher	Spurgeon	June 20, 2014		Retirement - 10 years
	Speech and Language Pathologist				Retirement - 13 years
Levine, Susan		Speech Department	June 20, 2014		Retirement - 16 years
Mejia, Maria	Teacher	Pio Pico	June 20, 2014		Retirement - 38 years
Moss, Debra	Teacher	Godinez	June 20, 2014		Retirement - 16 years
Neuhaus, Nancy	Teacher	Heninger	June 20, 2014		Retirement - 26 years
Peters, Christopher	Teacher	Taft	June 20, 2014		Retirement - 20 years
Plunkett, Arleen	Teacher	Kennedy	June 20, 2014		Retirement - 27 years
Schmidt, Barbara	Teacher	McFadden	June 20, 2014		Retirement - 15 years
Simms, Judith	Teacher	Diamond	June 20, 2014		
<b>RESIGNATIONS</b>					
Cook, Sarah	Teacher	Segerstrom	February 20, 2014		Moving - 4 years

**Personnel Calendar**  
**Board Meeting - March 11, 2014**  
**CERTIFICATED PERSONNEL CALENDAR**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>RESIGNATIONS (Continued)</b>					
Cornett, Sara	Teacher	Sepulveda	January 29, 2014		Family Responsibilities - 13 years
De Oro, Mariano	Learning Director	Lathrop	February 20, 2014		Moving/Accepted another position - 2 years
Zook, Danny	Teacher	ROP	June 20, 2014		Accepted another position, family responsibilities - 6 years
<b>NEW HIRES/RE-HIRES</b>					
Rodriguez, Jessica A.	Teacher	Lowell	February 25, 2014		New Hire - Temporary 44909
<b>EXTENDED WORK YEAR 2013-14</b>					
Gomez, Maria G.	Assistant Principal	Educational Services K-12	August 14, 2013	January 8, 2014	8 Additional Days
<b>EXTRA DUTY 2013-14</b>					
Martinez-Burke, Gladys	Retired Substitute	Middle College	January 22, 2014	February 7, 2014	Retired Substitute Daily Rate

Personnel Calendar  
Board Meeting - March 11, 2014

CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>FAMILY CARE AND MEDICAL LEAVE (3 to 20 duty days) - Paid with Benefits</b>					
Aguilar, Monica	Teacher	ROP	February 3, 2014	February 28, 2014	Statutory
Torre De Fuget, Martha	Teacher	Jackson	February 5, 2014	February 21, 2014	Statutory
<b>FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Paid with Benefits</b>					
Garcia, Teresa D.	Teacher	Mendez	January 21, 2014	February 23, 2014	Statutory
<b>FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Without Pay with Benefits</b>					
Banuelos, Jeanette	Teacher	McFadden	February 18, 2014	March 28, 2014	Statutory
<b>CALIFORNIA FAMILY RIGHTS ACT (21 duty days or more) - Without Pay with Benefits</b>					
Banuelos, Jeanette	Teacher	McFadden	February 18, 2014	March 28, 2014	Statutory
<b>LEAVE (21 duty days or more) - Without Pay and Without Benefits</b>					
Enniss, Elizabeth	Nurse	Early Childhood Education	February 22, 2014	May 1, 2014	Statutory
<b>GRADE LEVEL LEADERS 2013-14</b>					
Fisher, Teresa		Heroes	2013-14		

## 2013-14

**Board Meeting  
March 11, 2014**

# CLASSIFIED PERSONNEL CALENDAR

## Personnel Calendar

Board Meeting - March 11, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>RETIREMENTS</b>						
Carrasco, Virginia	Instr. Asst. Sp. Ed.	Fremont	February 17, 2014			40 years, 4 months
Hunt, James	Sr. Groundskeeper	Bldg. Svcs.	June 30, 2014			24 years, 9 months
Leon, Elizabeth	Instr. Asst. Sp. Ed.	Santa Ana	June 19, 2014			26 years, 2 months
Lo, Keopaseut	Head Start Teacher	Child Dev.	June 20, 2014			30 years, 8 months
McKeun, Steven	Storekeeper	Fairview Warehouse	April 28, 2014			33 years, 6 months
Sutton, Frederick	Stage Manager	Segerstrom	June 30, 2014			18 years, 11 months
<b>RESIGNATIONS</b>						
Blancas, Celina	Speech & Lang. Pathology Asst.	Special Ed.	June 14, 2014			Personal 17 years, 6 months
Eriguel, Jennifer	Occupational Therapist	Speech Dept.	June 19, 2014			4 years, 9 months
Harrigan, Echo	SSP Sp. Ed.	Century	February 21, 2014			1 month
Jimenez, Audrey	School Office Asst. Secondary	Mendez	February 28, 2014			Personal - 31 years, 4 months

# CLASSIFIED PERSONNEL CALENDAR

## Personnel Calendar

Board Meeting - March 11, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>RESCIND RESIGNATION</b>						
Nguyen, Hang	SSP Sp. Ed.	McFadden	February 28, 2014			Personal - 2 years, 1 month
<b>39 MONTH REEMPLOYMENT (100 Day Differential Ended)</b>						
Lopez, Jose R.	Facilities Planning Technician	Facilities Dept.	February 19, 2014			
Velazquez, Maria	Fd. Svc. Wkr.	Valley	January 24, 2014			
<b>MILITARY ABSENCE</b>						
Chestmore, Brian	Sch. Police Officer	School Police	February 25, 2014	March 2, 2014		
<b>FAMILY CARE &amp; MEDICAL LEAVE (3 to 20 duty days) - Paid</b>						
Ruiz, Virginia	Registrar Inter.	Carr	February 11, 2014	February 20, 2014		Statutory Leave
<b>FAMILY CARE &amp; MEDICAL LEAVE (21 duty days or more) - Paid</b>						
Hernandez, Alejandro	Custodian	Thorpe	February 25, 2014	April 22, 2014		Statutory Leave



# CLASSIFIED PERSONNEL CALENDAR

## Personnel Calendar

Board Meeting - March 11, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>FAMILY CARE &amp; MEDICAL LEAVE (21 duty days or more) - Paid (Correction)</b>						
Rodriguez, Danny	Sch. Police Officer	School Police	March 17, 2014	April 17, 2014		Statutory Leave
<b>EXTENSION OF FAMILY CARE &amp; MEDICAL LEAVE (21 duty days or more) - Paid</b>						
Tran, Hanh	Network Technician	ITC	February 27, 2014	May 5, 2014		Statutory Leave
<b>LEAVE (21 duty days or more) - Without Pay</b>						
Luna, Kathy	Instr. Asst. Sev. Dis.	Mitchell	February 24, 2014	May 9, 2014		Personal
<b>LEAVE (21 duty days or more) - Without Pay (Correction)</b>						
Martinez, Juliana	Instr. Asst. Sev. Dis.	Mitchell	March 3, 2014	May 2, 2014		Personal
<b>PROBATIONARY APPOINTMENTS</b>						
Bazurto, Bobby	Custodian	Bldg. Svcs.	February 18, 2014		23/1 + Diff.	
Bell, Karen	SSP Sp. Ed.	Saddleback	February 25, 2014		19/1	
Carranza, Eric	Custodian	Bldg. Svcs.	February 18, 2014		23/1 + Diff.	
Castro, Julia	Fd. Svc. Wkr.	Nutrition				
	Autism	Svcs.	February 22, 2014		11/1	
Hassan Awni, Hiam	Paraprofessional	Mitchell	February 19, 2014		24/1	
Mendoza, Emelda	SSP Sp. Ed.	Godinez	March 3, 2014		19/1	

Mark A. McKinney, Associate Superintendent, Human Resources

# CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar  
Board Meeting - March 11, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>PROBATIONARY APPOINTMENTS (Continuation)</b>						
Tapia, Salvador	Custodian	Bldg. Svcs.	February 24, 2014		23/1 + Diff.	
<b>PROMOTIONAL APPOINTMENT</b>						
Velasco, Albar	Instr. Asst. Computer	Romero Cruz	March 3, 2014		26/2 + Bil.	
<b>REAPPOINTMENT</b>						
Mercer, Sabrina	SSP Sp. Ed.	Garfield	February 18, 2014		19/2	
<b>REASSIGNMENTS</b>						
Hernandez, Francisco	Custodian	Madison	February 24, 2014		23/6 + Diff.	
Herrera-Facusseh, Elias	Custodian	Segerstrom	February 24, 2014		23/4 + Diff.	
<b>ADJUSTMENT OF WORKING ASSIGNMENTS</b>						
Chavez, Oscar	Fd. Svc. Wkr.	Carr	February 24, 2014		11/1	From 3.5 hours to 6.5 hours
Martinez, Vanessa	Fd. Svc. Wkr.	Nutrition Svcs.	February 24, 2014		11/2	From 3.5 hours to 6.5 hours

# CLASSIFIED PERSONNEL CALENDAR

## Personnel Calendar

Board Meeting - March 11, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>TEMPORARY ASSIGNMENTS - Out of Class Compensation</b>						
Aguirre, Regina	Registrar Inter.	Carr	February 10, 2014	February 21, 2014	24/3	
Colin, Nancy	Sch. Off. Asst. Sec.	Mendez	February 27, 2014	March 31, 2014	24/6	
Guevarra, Luz	Sr. Fd. Svc. Wkr.	Nutrition	January 13, 2014	June 19, 2014	13/6	
Prado, Alejandro	Plant Custodian Inter.	Svcs.	February 6, 2014	February 27, 2014	32/1	
Slater, Laurence	Maint. Wkr. I	Bldg. Svcs.	February 18, 2014	March 31, 2014	26/4	
<b>ACTIVITY SUPERVISORS</b>						
Esparza, Marco	Activity Supervisor	Esqueda	February 26, 2014		10/1	
Linares, Patricia	Activity Supervisor	Greenville	February 20, 2014		10/1	
Manzo Mungia, Joel	Activity Supervisor	Century	February 25, 2014		10/1	
Marquez, Ana	Activity Supervisor	Century	February 26, 2014		10/1	
<b>HOURLY APPOINTMENTS</b>						
Gutierrez, Jose	Instr. Provider	Willard	February 18, 2014			
Gutierrez, Maria	Instr. Provider	McFadden	February 21, 2014			
Hulka, Michelle	Instr. Provider	McFadden	February 21, 2014			
<b>SUBSTITUTES</b>						
Cervantes, Libni	SSP Sp. Ed.		February 12, 2014		19/1	
Costa, Tina	Clerical		February 20, 2014		20/1	
Flores, Vincent	Custodian		February 20, 2014		23/1	

Mark A. McKinney, Associate Superintendent, Human Resources

# CLASSIFIED PERSONNEL CALENDAR

## Personnel Calendar

Board Meeting - March 11, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>SUBSTITUTES (Continuation)</b>						
Guillen, Sandra	SSP Sp. Ed.		February 18, 2014		19/1	
Leal, Elsa	SSP Sp. Ed.		February 18, 2014		19/1	
Rodriguez, Diana	SSP Sp. Ed.		February 18, 2014		19/1	
Rodriguez, Roselia	Clerical		February 12, 2014		20/1	
Zaragoza, Alejandro	Custodian		February 18, 2014		23/1	
<b>EXTRA SERVICE ASSIGNMENT</b>						
Lueras, Johnny	JV & Varsity/ Timekeeper	Segerstrom			\$137.46 stipend for six events	\$22.91 per event
Munoz, Liana	JV & Varsity/ Timekeeper	Segerstrom			\$45.82 stipend for two events	\$22.91 per event

## 2013-14 School Year

[illegible]

**AGENDA ITEM BACKUP SHEET**  
**March 11, 2014**

**Board Meeting**

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

**ITEM:**                    **Consent**

**SUBMITTED BY:**    **David Haglund, Ed.D., Deputy Superintendent, Educational Services**

**PREPARED BY:**     **David Haglund, Ed.D., Deputy Superintendent, Educational Services**

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board acceptance of gifts, grants, and bequests on behalf of school sites and the District. For purposes of determining the estimated value of a gift, the District does not perform an appraisal or other such valuation, rather simply reports the value of the gift as provided by the donor.

**RATIONALE:**

The Board may accept any bequest or gift of money or property on behalf of the District. While greatly appreciating suitable donations, the Board discourages any gifts which may directly or indirectly impair its commitment to provide equal educational opportunities for all District students. The Board shall carefully evaluate any conditions or restrictions imposed by the donor in light of District philosophy and operations. If the Board believes the District will be unable to fully satisfy the donor's conditions, the gift shall not be accepted. Gift books and instructional materials shall be accepted only if they meet District criteria. At the Superintendent or designee's discretion, a gift may be used at a particular school.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

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

DH:lr

SANTA ANA UNIFIED SCHOOL DISTRICT  
GIFTS RECOMMENDED FOR ACCEPTANCE - March 11, 2014

School:	Gift:	Amount:	Donor:	Used for:
Godinez Fundamental High School		\$1,000	Shea/Ergo Family Trust Walnut Creek	2014 Cheerleader Nationals
March 11, 2014 donations		\$1,000		
2014 Total donations	\$37,819	\$38,819		

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.

DH:lr

## **AGENDA ITEM BACKUP SHEET**

**March 11, 2014**

### **Board Meeting**

**TITLE:** Conduct Public Hearing: Authorization to Increase Statutory School Fees Imposed on New Residential and Commercial/Industrial Development Projects Pursuant to Education Code Section 17620 and Government Code Section 65995

**ITEM:** Public Hearing

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

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

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#### **BACKGROUND INFORMATION:**

The purpose of this agenda item is to conduct a public hearing to allow for public comment prior to consideration of adoption of Resolution 13/14-3005 - Authorization to Increase Statutory School Fees Imposed on New Residential and Commercial/Industrial Development Projects pursuant to Education Code Section 17620 and Government Code Section 65995.

On January 22, 2014 the State Allocation Board authorized an adjustment to the maximum statutory school fees for unified school districts pursuant to Government Code Section 65995(b)(3). Residential and Commercial/Industrial Development School Fee Justification Studies were prepared by Dolinka Group, LLC on February 27, 2014. Based on the facility cost impacts to the District for the average new home and for commercial/industrial development, the District may collect the statutory school fees in the amounts of \$3.36 per square foot for residential development, \$0.35 per square foot for hotel/motel development, and \$0.54 per square foot for other commercial/industrial development and within the District. This is an increase above the current statutory amounts of \$3.20 per square foot for residential development and \$0.51 per square foot for all commercial/industrial development.

#### **RATIONALE:**

In order to comply with Education Code Section 17620 and Government Code Section 65995, the Board must conduct a public hearing to receive comments from the public and adopt a resolution prior to increasing statutory school fees.

#### **FUNDING:**

Not Applicable



**RECOMMENDATION:**

Conduct a public hearing to allow for public comment prior to consideration of adoption of Resolution No. 13/14-3005 - Authorization to Increase Statutory School Fees Imposed on New Residential and Commercial/Industrial Development Projects pursuant to Education Code Section 17620 and Government Code Section 65995.

**AGENDA ITEM BACKUP SHEET**  
**March 11, 2014**

**Board Meeting**

**TITLE:** Adoption of Resolution No. 13/14-3005 - Authorization to Increase Statutory School Fees Imposed on New Residential and Commercial/Industrial Development Projects Pursuant to Education Code Section 17620 and Government Code Section 65995

**ITEM:** Action

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

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

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval to adopt Resolution No. 13/14-3005 – Authorization to Increase Statutory School Fees Imposed on New Residential and Commercial/Industrial Development Projects pursuant to Education Code Section 17620 and Government Code Section 65995.

On January 22, 2014 the State Allocation Board authorized an adjustment to the maximum statutory school fees for unified school districts pursuant to Government Code Section 65995(b)(3). Residential and Commercial/Industrial Development School Fee Justification Studies were prepared by Dolinka Group, LLC on February 27, 2014. Based on the facility cost impacts to the District for the average new home and for commercial/industrial development, the District may collect the statutory school fees in the amounts of \$3.36 per square foot for residential development, \$0.35 per square foot for hotel/motel development, and \$0.54 per square foot for other commercial/industrial development and within the District. This is an increase above the current statutory amounts of \$3.20 per square foot for residential development and \$0.51 per square foot for all commercial/industrial development.

**RATIONALE:**

In order to comply with Education Code Section 17620 and Government Code Section 65995 the Board must conduct a public hearing to receive comments from the public and adopt a resolution prior to increasing statutory school fees.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Adopt Resolution No. 13/14-3005 - Authorization to Increase Statutory School Fees Imposed on New Residential and Commercial/Industrial Development Projects pursuant to Education Code Section 17620 and Government Code Section 65995.



JD:rb

**RESOLUTION NO. 13/14-3005**

**BOARD OF EDUCATION  
SANTA ANA UNIFIED SCHOOL DISTRICT  
ORANGE COUNTY, CALIFORNIA**

**AUTHORIZATION TO INCREASE STATUTORY SCHOOL FEES IMPOSED ON  
RESIDENTIAL AND COMMERCIAL/INDUSTRIAL CONSTRUCTION PURSUANT  
TO EDUCATION CODE SECTION 17620 AND GOVERNMENT CODE SECTION  
65995**

**WHEREAS**, the Board of Education (“Board”) of the Santa Ana Unified School District (“District”) provides for the educational needs for Grade K-12 students within the City of Santa Ana, City of Irvine, City of Tustin, City of Costa Mesa, City of Newport Beach (“Cities”), and unincorporated portions of the County of Orange (“County”); and

**WHEREAS**, on January 22, 2014, the State Allocation Board authorized an adjustment in the statutory school fee amounts for unified school districts pursuant to Government Code Section 65995(b)(3) to Three and 36/100 Dollars (\$3.36) per square foot for assessable space of residential construction (“Residential Statutory School Fees”), Thirty-Five Cents (\$0.35) per square foot for hotel/motel construction, and Fifty-Four Cents (\$0.54) per square foot of chargeable covered and enclosed space for the other categories of new commercial/industrial construction, (collectively “Statutory School Fees”), as long as such increases are properly justified by the District pursuant to law; and

**WHEREAS**, residential and commercial/industrial construction continues to generate additional students for the District’s schools and the District is required to provide school facilities (“School Facilities”) to accommodate those students; and

**WHEREAS**, overcrowded schools within the District have an impact on the District’s ability to provide an adequate quality education and negatively impact the educational opportunities for the District’s students; and

**WHEREAS**, the District does not have sufficient funds available for the construction or reconstruction of the School Facilities, including acquisition of sites, construction of permanent School Facilities, and acquisition of interim School Facilities, to accommodate students from residential and commercial/industrial construction; and

**WHEREAS**, the Board has received and considered reports entitled, “Residential Development School Fee Justification Study and Commercial/Industrial Development School Fee Justification Study (“Studies”) which include information, documentation, and analysis of the School Facilities needs of the District, including: (a) the purpose of the Statutory School Fees; (b) the use to which the Statutory School Fees are to be put; (c) the nexus (roughly proportional and reasonable relationship) between the residential and commercial/industrial construction and (1) the use for Statutory School Fees, (2) the need for School Facilities, (3) the cost of School Facilities and the amount of Statutory School Fees from residential and commercial/industrial construction; (d) a determination of the impact of the increased number of employees anticipated to result from the commercial/industrial construction (by category) upon the cost of providing School Facilities within the District; (e) an evaluation and projection of the

number of students that will be generated by residential construction; (f) the School Facilities that will be required to serve such students; and (g) the cost of such School Facilities; and

**WHEREAS**, the Studies pertaining to the Statutory School Fees and to the capital facilities needs of the District has been available to the public for at least ten (10) days before the Board considered at a regularly scheduled public meeting the increase in the Statutory School Fees; and

**WHEREAS**, all notices of the proposed increase in the Statutory School Fees have been given in accordance with applicable law; and

**WHEREAS**, a public hearing was duly held at a regularly scheduled meeting of the Board relating to the proposed increase in the Statutory School Fees on March 11, 2014; and

**WHEREAS**, as to the Statutory School Fees, Education Code Section 17621 provides that the adoption, increase or imposition of any fee, charge, dedication, or other requirement, pursuant to Education Code Section 17620 shall not be subject to the California Environmental Quality Act, Division 13 (commencing with Section 21000) of the Public Resources Code.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE SANTA ANA UNIFIED SCHOOL DISTRICT AS FOLLOWS:**

**Section 1.** That the Board accepts and adopts the Studies.

**Section 2.** That the Board finds that the purpose of the Statutory School Fees imposed upon residential construction are to fund the additional School Facilities required to serve the students generated by the residential construction upon which the Statutory School Fees are imposed.

**Section 3.** That the Board finds that the Statutory School Fees imposed on residential construction will be used only to finance those School Facilities described in the Studies and related documents, and that these School Facilities are required to serve the students generated by the residential construction within the District; and that the use of the Statutory School Fees will include construction or acquisition of additional School Facilities, remodeling existing School Facilities to add additional classrooms, and technology, and acquiring and installing additional portable classrooms and related School Facilities, with the specific location of new schools, remodeling of existing School Facilities, and additional portables to be determined based on the residence of the students being generated by such residential construction, as well as any required central administrative and support facilities, within the District.

**Section 4.** That the Board finds that there is a roughly proportional, reasonable relationship between the use of the Statutory School Fees and the residential construction within the District because the Statutory School Fees imposed on residential construction by this Resolution will be used to fund School Facilities that will be used to serve the students generated by such residential construction.

**Section 5.** That the Board finds that there is a roughly proportional, reasonable relationship between the residential construction upon which the Statutory School Fees are imposed, and the need for additional School Facilities in the District because new students will

98 be generated from residential construction within the District and the District does not have  
99 student capacity in the existing School Facilities to accommodate these students.

100  
101 **Section 6.** That the Board finds that the amount of the Statutory School Fees imposed  
102 on residential construction as set forth in this Resolution is roughly proportional and reasonably  
103 related to, and does not exceed the cost of, providing the School Facilities required to serve the  
104 students generated by such residential construction within the District.

105  
106 **Section 7.** That the Board finds that the purpose of the Statutory School Fees  
107 imposed on new commercial/industrial construction is to fund the additional School Facilities  
108 required to serve the students generated by the new commercial/industrial construction upon  
109 which the Commercial/Industrial Fees are imposed.

110  
111 **Section 8.** That the Board finds that the Statutory School Fees imposed on new  
112 commercial/industrial construction (by category) will be used only to finance those School  
113 Facilities described in the Studies and related documents and that these School Facilities are  
114 required to serve the students generated by such new commercial/industrial construction; and  
115 that the use of the Statutory School Fees will include construction or acquisition of additional  
116 School Facilities, remodeling existing School Facilities to add additional classrooms and  
117 technology, and acquiring and installing additional portable classrooms and related facilities,  
118 with the specific location of new schools, remodeling of existing School Facilities, and  
119 additional portables to be determined based on the residence of the students being generated by  
120 such new commercial/ industrial construction, as well as any required central administrative and  
121 support facilities within the District.

122  
123 **Section 9.** That the Board finds that there is a roughly proportional, reasonable  
124 relationship between the use of the Statutory School Fees and new commercial/industrial  
125 construction by category within the District because the Statutory School Fees imposed on  
126 commercial/industrial construction by this Resolution will be used to fund School Facilities  
127 which will be used to serve the students generated by such new commercial/industrial  
128 construction.

129  
130 **Section 10.** That the Board finds that there is a roughly proportional, reasonable  
131 relationship between the new commercial/industrial construction by category, upon which the  
132 Statutory School Fees are imposed, and the need for additional School Facilities in the District  
133 because new students will be generated from new commercial/industrial construction within the  
134 District and the District does not have student capacity in the existing School Facilities to  
135 accommodate these students.

136  
137 **Section 11.** That the Board finds that the amount of the Statutory School Fees imposed  
138 on new commercial/industrial construction by category as set forth in this Resolution is roughly  
139 proportional and reasonably related to and does not exceed the cost of providing the School  
140 Facilities required to serve the students generated by such new commercial/industrial  
141 construction within the District.

142  
143 **Section 12.** That the Board finds that a separate fund ("Fund") of the District and two  
144 or more sub-funds ("Sub-Funds") have been created or are authorized to be established for all  
145 monies received by the District for the deposit of Statutory School Fees and mitigation payments  
146 ("Mitigation Payments") imposed on construction within the District and that said Fund and Sub-

Funds at all times have been separately maintained, except for temporary investments, with other funds of the District as authorized by law.

**Section 13.** That the Board finds that the monies of the separate Fund or the separate Sub-Funds described in Section 12, consisting of the proceeds of Statutory School Fees and Mitigation Payments have been imposed for the purposes of constructing and reconstructing those School Facilities necessitated by residential and/or commercial/industrial construction, and thus, these monies may be expended for all those purposes permitted by applicable law. The Statutory School Fees may also be expended by the District for the costs of performing any study or otherwise making the findings and determinations required under subdivisions (a), (b), and (d) of Section 66001 of the Government Code. In addition, the District may also retain, as appropriate, an amount not to exceed in any fiscal year, three percent (3%) of the fees collected in that fiscal year pursuant to Education Code Section 17620 for reimbursement of the administrative costs incurred by the District in collecting the Statutory School Fees.

**Section 14.** That the Board hereby increases the Statutory School Fees as a condition of approval of residential development projects and imposes the Statutory School Fees on such development projects in the following amounts:

a. Three and 36/100 Dollars (\$3.36) per square foot of assessable space for new residential construction, including residential projects, manufactured homes and mobile homes as authorized under Education Code Section 17625, and including residential construction or reconstruction other than new construction where such construction or reconstruction results in an increase of assessable space, as defined in Government Code Section 65995, in excess of five hundred (500) square feet.

b. Fifty-Four Cents (\$0.54) per square foot of assessable space, for new residential construction used exclusively for the housing of senior citizens, as described in Section 51.3 of the Civil Code or as described in subdivision (k) of Section 1596.2 of the Health and Safety Code or a multi level facility as described in paragraph 9 of subdivision (d) of Government Code Section 15432 or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.

**Section 15.** That this Board hereby increases the Statutory School Fees as a condition of approval of new commercial/industrial construction projects and levies the Statutory School Fees on such development projects in the following amounts per square foot of chargeable covered and enclosed space for the following categories of commercial/industrial construction:

Retail and Services:	Fifty-Four Cents (\$0.54)
Office	Fifty-Four Cents (\$0.54)
Research and Development	Fifty-Four Cents (\$0.54)
Industrial/Warehouse/Manufacturing	Fifty-Four Cents (\$0.54)
Hospitals	Fifty-Four Cents (\$0.54)
Hotel/Motel	Thirty-Five Cents (\$0.35)

195       **Section 16.** That the proceeds of the Statutory School Fees increased and established  
196 pursuant to this Resolution shall continue to be deposited into those Sub-Funds of the Funds  
197 identified in Section 12 of this Resolution, the proceeds of which shall be used exclusively for  
198 the purpose for which the Statutory School Fees are to be collected, including, as to Statutory  
199 School Fees, accomplishing any study, findings or determinations required by subdivisions (a),  
200 (b) and (d) of Section 66001 of the Government Code, or retaining an amount not to exceed in  
201 any fiscal year, three percent (3%) of the fees collected in that fiscal year pursuant to Education  
202 Code Section 17620 for reimbursement of the administrative costs incurred by the District in  
203 collecting the Statutory School Fees or in financing the described Studies or in defending the  
204 imposition of Statutory School Fees.  
205

206       **Section 17.** That the District's Superintendent, or designee, is directed to cause a copy  
207 of this Resolution to be delivered to the building officials of the City and the County along with a  
208 copy of all the supporting documentation referenced herein and a map of the District clearly  
209 indicating the boundaries thereof, advising the City and the County that residential and  
210 commercial/ industrial construction is subject to the Statutory School Fees increased pursuant to  
211 this Resolution and requesting that no building permit or approval for occupancy be issued by  
212 any of these entities for any residential development project, mobile home or manufactured home  
213 subject to the Statutory School Fees absent a certification of compliance ("Certificate of  
214 Compliance") from the District demonstrating compliance of such project with the requirements  
215 of the Statutory School Fees, nor that any building permit be issued for any nonresidential  
216 construction absent a certification from this District of compliance with the requirements of the  
217 applicable Statutory School Fees.  
218

219       **Section 18.** That the Board hereby adopts and establishes the procedures that permit  
220 the party against whom the Commercial/Industrial Fees are imposed the opportunity for a  
221 hearing to appeal that imposition of Commercial/Industrial Fees for commercial/industrial  
222 construction as stated in Education Code Section 17621 and Government Code Section 66020  
223 and 66021.  
224

225       **Section 19.** That the Superintendent is authorized to cause a Certificate of Compliance  
226 to be issued for each development project, mobile home and manufactured home for which there  
227 is compliance with the requirement for payment of the Statutory School Fees in the amounts  
228 specified by this Resolution. In the event a Certificate of Compliance is issued for the payment  
229 of Statutory School Fees for a development project, mobile home or manufactured home and it is  
230 later determined that the statement or other representation made by an authorized party  
231 concerning the development project as to square footage is untrue or in the event the zoning is  
232 declared invalid, then such Certificate of Compliance shall automatically terminate, and the  
233 appropriate City or County shall be so notified.  
234

235       **Section 20.** That no statement or provision set forth in this Resolution, or referred to  
236 therein shall be construed to repeal any preexisting fee or mitigation amount previously imposed  
237 by the District on any residential or nonresidential construction. Notwithstanding the preceding,  
238 if the District adopts alternative school facilities fees for residential construction pursuant to  
239 Government Code Sections 65995.5, 65995.6 and/or 65995.7 ("Alternative School Facilities  
240 Fees"), the District is hereby authorized to collect the Alternative School Facilities Fees in lieu of  
241 the Statutory School Fee with respect to residential construction. If the Alternative School  
242 Facilities Fees should lapse or be terminated, then the Statutory School Fees shall be collected  
243 for residential construction at the amount set forth in this Resolution.



**Section 21.** That if any portion or provision hereof is held invalid, the remainder hereof is intended to be and shall remain valid.

**Section 22.** That the increase in the District's Statutory School Fees will become effective sixty (60) days from the date of this Resolution unless a separate resolution increasing the fees immediately on an urgency basis is adopted by the Board.

PASSED AND ADOPTED, by the Governing Board on March 11, 2014 upon motion of member \_\_\_\_\_ and duly seconded, the foregoing Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT

STATE OF CALIFORNIA)

) ss:

COUNTY OF Orange)

I, Audrey Yamagata-Noji, Ph.D., President 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 11<sup>th</sup> day of March, 2014 and passed by a vote of \_\_\_\_\_ of said Board.

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Audrey Yamagata-Noji, Ph.D., President of the Governing Board  
for the Santa Ana Unified School District

I, Rob Richardson, 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 11<sup>th</sup> day of March, 2014, and passed by a vote of \_\_\_\_\_ of said Board.

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Rob Richardson, Clerk of the Board of Education of the Santa Ana  
Unified School District

**AGENDA ITEM BACKUP SHEET**  
**March 11, 2014**

**Board Meeting**

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

**ITEM:** Action

**SUBMITTED BY:** Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations, CBO  
Tony Wold, Ed.D., Executive Director, Business Operations

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

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**BACKGROUND INFORMATION:**

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

**RATIONALE:**

Education Code Section 42131 requires the Board to certify whether or not the District is able to meet its financial obligations for the remainder of this fiscal year and for the subsequent two fiscal years based on the financial information known as of January 31, 2014.

The report shows that the District will be able to merit its financial obligations through the remainder of this fiscal year or for the subsequent two years. However, the District will still need to address its structural deficits.

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

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Certify the District financial status as (Positive).

# 2013-14 SECOND INTERIM

(FINANCIAL INFORMATION AS OF JANUARY 31, 2014)

**MARCH 11, 2014**

**Rick L. Miller, Ph.D.,  
Superintendent**

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

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

**Swandayani Singgih,  
Director, Budget**

**Christeen Betz,  
Director, Accounting**



# TONIGHT'S GOAL

- 1. 2013-14 Second Interim Report – Recommended Positive Certification**
- 2. Adjustments to Multi-Year Projections**
- 3. Next Steps**

# 2013-14 SECOND INTERIM

- Local Control Funding Formula revenue is included in the second interim
- A new reserve line for LCFF/LCAP implementation has been added
  - LCFF funding will be implemented over the next 8 years
  - Internal and External Forums are gathering input to outline priorities
- Additional Expenditures for 2014-15 are included
  - Staffing for grades K-8 based on existing class size ratios and grade level changes
  - Additional Special Education staffing
  - Increased Health and Welfare costs (District portion)

# 2013-14 MULTI-YEAR PROJECTION

- The District projects 21% gap funding for the LCFF for the 2014-15 school year
- The multi-year projection incorporates the additional ongoing LCFF funding
  - Expenditures will be based upon priorities determined by the LCAP process
- Impact of potential collective bargaining agreements are not included
- Recommended positive self-certification

# ENDING FUND BALANCE UNRESTRICTED (STATE FUNDS)

MULTI-YEAR PROJECTIONS @ 2 <sup>ND</sup> INTERIM	2013-14	2014-15	2015-16
REVENUE	\$355,076,380	\$394,453,290	\$414,479,429
EXPENDITURES	\$300,723,655	\$305,353,578	\$312,525,418
OTHER FINANCING SOURCES/USES	(\$70,825,912)	(\$76,274,885)	(\$80,138,717)
<b>NET INCREASE/DECREASE (DEFICIT SPENDING)</b>	<b>(\$16,473,187)</b>	\$13,180,278	\$21,815,293
BEGINNING BALANCE	\$39,745,454	\$23,272,266	\$36,452,545
DEFICIT SPENDING / SURPLUS	<b>(\$16,473,187)</b>	\$13,180,278	\$21,815,293
<b>ENDING BALANCE</b>	<b>\$23,272,266</b>	<b>\$36,452,545</b>	<b>\$58,267,838</b>
COMPONENTS OF ENDING BALANCE:			
NON SPENDABLE	\$1,150,000	\$1,150,000	\$1,150,000
ECONOMIC UNCERTAINTIES (2% RESERVE)	<b>\$9,974,752</b>	<b>\$10,040,917</b>	<b>\$10,030,482</b>
LCFF/LCAP IMPLEMENTATION YEAR 1	\$12,147,513	\$12,147,513	\$12,147,513
LCFF/LCAP IMPLEMENTATION YEAR 2	\$0	\$13,114,113	\$13,114,113
LCFF/LCAP IMPLEMENTATION YEAR 3	\$0	\$0	\$21,825,729

# NEXT STEPS

- The Governor's May Revision will be released the second week of May
  - The District's 2014-15 revenue projections will be adjusted based on the Governor's revised budget proposal and incorporated in the Adopted Budget
- LCAP Internal and External Stakeholders are meeting to identify priorities and;
- Bring a plan to the Board for approval for inclusion in the budget



# NEXT STEPS - BUDGET

<b>Date</b>	<b>Event or Activity</b>
<b>March – April 2014</b>	<b>LCAP Internal and External Forums</b>
<b>May 2014</b>	<b>Governor's May Budget Revision</b>
<b>May 2014</b>	<b>LCAP Preliminary Plan Board Approval</b>
<b>June 2014</b>	<b>Final LCAP Plan and Budget Public Hearing and Adoption by Board</b>

# QUESTIONS?

**AGENDA ITEM BACKUP SHEET**  
**March 11, 2014**

**Board Meeting**

**TITLE:** Acknowledgement of Educational Partnership with Bowers Museum

**ITEM:** Action

**SUBMITTED BY:** David Haglund, Ed.D., Deputy Superintendent, Educational Services

**PREPARED BY:** David Haglund, Ed.D., Deputy Superintendent, Educational Services

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**BACKGROUND INFORMATION:**

The purpose of the agenda item is to acknowledge an educational partnership with Bowers Museum in Santa Ana, California.

**RATIONALE:**

Bowers Museum first opened its doors in 1936 devoted primarily to the history of Orange County. Today, the museum offers exhibitions, lectures, art classes, travel programs, children's art and music education program and school tours. The school tours and art classes are aligned with state content standards for history/social science and language arts and the new core curriculum.

The partnership will focus on enhancing and developing the educational components of these opportunities within a shared authority construct in which both Bowers and District staff are "educators" and "learners." This type of collaboration will elevate numerous opportunities for District students, teachers, staff and the community, and enrich the exchange of cultural experiences.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Acknowledgement of Educational Partnership with Bowers Museum

DH:lr

**AGENDA ITEM BACKUP SHEET**  
**March 11, 2014**

**Board Meeting**

**TITLE:** Authorization to Award a Contract to Cenergistic, Inc. for Energy Conservation Services

**ITEM:** Action

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

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

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board authorization to award a contract to Cenergistic, Inc. ("Cenergistic") for energy conservation services. During the District's Request for Qualifications review process for Proposition 39 energy efficiency consultants, the opportunity for additional utility savings was evidenced. In conjunction with the energy-efficiency capital improvement projects, the District has the opportunity to address the need for student and staff behavioral modification in order to reduce utility consumption.

**RATIONALE:**

In conjunction with the Proposition 39 project savings, the District can optimize utility savings through Cenergistic's energy cost avoidance model. Cenergistic utilizes a highly effective behavior modification program to reduce utility consumption, resulting in sustainable and valuable savings to the General Fund. Utility savings are contractually guaranteed, and are anticipated to result in an average annual 20% savings Districtwide. The service fees are based on a 50/50 share of the net utility savings.

**FUNDING:**

Not applicable (paid by utility savings)

**RECOMMENDATION:**

Authorize staff to award a contract to Cenergistic, Inc. for energy conservation services.



**INDEPENDENT CONSULTANT CONTRACT FOR PROFESSIONAL SERVICES  
(ENERGY CONSULTANT SERVICES)**

This Independent Consultant Contract for Professional Services ("Contract") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between the Santa Ana Unified School District, a California public school district ("District") and Cenergistic, Inc., a corporation organized under the laws of the State of Texas ("Consultant"). The District and Consultant may be referred to individually as "Party" or collectively as the "Parties."

**WHEREAS**, the District is in need of consulting services to deliver and implement a customized, comprehensive energy conservation program; and

**WHEREAS**, Consultant desires to provide consulting services to the District to deliver and implement a customized, comprehensive energy conservation program; and

**WHEREAS**, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required; and

**WHEREAS**, Consultant represents that it is specially trained and has the expertise and experience to perform the services set forth in this Contract; and

**WHEREAS**, Consultant agrees to perform the services described in this Contract in accordance with the standards of its profession and in accordance with the terms of this Contract.

**NOW, THEREFORE**, the Parties agree as follows:

1. **Services.** The Consultant shall provide the services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"). The scope of services will generally consist of the following:
  - 1.1 Subject to the District's responsibilities to substantially implement the Program as set out in paragraph 14.1(c) below, perform all related services to implement a customized, comprehensive organizational, behavior based energy conservation program ("Program"), including without limitation education, onsite training, action planning, ongoing facility assessment, energy accounting, measurement and verification, and other conservation-related services. The Program does not include capital improvements or building grade audits for the purpose of capital improvements or retrofits.
2. **Term.** Consultant shall commence providing Services under this Contract on April 1, 2014 ("Start Date"), and the term for these Services shall expire on the due date for the Performance Fee payment for the last month of the Fifth Year ("Term"). To the extent the QuickStart period (as defined below) is extended, the Term shall be extended by a comparable length of time. Except for modifying the Term based upon the extension of the QuickStart as set out below, the Contract's Term may be extended only by mutual written consent by the Parties.
  - 2.1. **Quickstart Period.** The District shall not pay any Performance Fees to Cenergistic during the "QuickStart" period, which begins on the Start Date and ends December 31, 2014, or on such later date as determined by Cenergistic.
  - 2.2. **Reporting Period and Performance Year.** Each reporting period will be a 12 month period ("Performance Year"). The first Performance Year will begin after the energy specialists start work and the QuickStart period ends ("First Year"), and each Performance Year is consecutively named. The "Second Year" means the 12 month reporting period following the end of the First Year, the "Third

Year” follows the Second Year, and so on. The Contract includes five (5) “Performance Years.” Using the Software, Savings shall be calculated for each Performance Year in comparison to the Base Year in accordance with the Measurement and Verification Plan attached as Exhibit “B”.

3. **Submittal of Documents.** The Consultant shall not commence the Work under this Contract until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u>    X    </u>	Signed Contract
<u>    X    </u>	Workers' Compensation Certification
<u>    X    </u>	Insurance Certificates and Endorsements
<u>    X    </u>	W-9 Form

4. **Compensation.** District shall pay Consultant according to the following terms and conditions:

4.1. **Billing Audit Contingent Fees During QuickStart Period.** During the QuickStart period, the District shall not pay or become obligated to pay Consultant any “Performance Fee (as defined below).” However, the District shall pay Cenergistic a fee in an amount equal to 50% multiplied by the amount of any refund or credit that the District receives during the QuickStart from a third party provider of energy as a result of the Program billing audit (“Billing Audit Contingent Fees”). Any such refund or credit received during the Fee Period (as defined below) shall be payable according to paragraph 7(b). Cenergistic shall submit a Billing Audit Contingent Fees billing statement, if any, at the start of the First Performance Year. Payment is due no later than 30 days after the District receives the billing statement.

4.2. **Performance Fee.** Consultant’s performance fee is based on the “Total Savings” (as defined in **Exhibit “A”**) that the Program achieves during the five Performance Years (“Fee Period”). For each month during the Fee Period, the District shall pay Consultant a fee in an amount equal to fifty percent (50%) of the Total Savings for that month (“Performance Fee”). Consultant shall submit a Performance Fee billing statement to the District for each month during the Fee Period.

4.3. Payment for the Work shall be made no later than forty (40) days after the District receives the billing statement (“due date”) unless the billing statement is reasonably disputed by the District prior to the due date.

4.4. Although not part of compensation to Consultant, the District acknowledges here that it must purchase a license for the software program EnergyCAP energy accounting software program from EnergyCAP, Inc., as more specifically detailed in **Exhibit “A.”**

5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows:

5.1. Not applicable.

6. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Contract, except as follows:

6.1. Not applicable.

7. **Savings Guarantee.** Consultant shall reimburse the District for the difference if the District’s Costs (as defined below) exceed its Total Savings, computed from the Start Date to the end of any Performance Year during the Term (“Savings Guarantee”). Due to the cumulative nature of the Savings Guarantee it is necessary to specify that Consultant shall not make reimbursement for amounts that Cenergistic has already paid or reimbursed for a prior Performance Year. To be eligible for the Savings Guarantee the District must have substantially

implemented the Program. The “District’s Costs” means the total amounts paid for initial and renewal costs of the Software, and the Performance Fees. Consultant shall pay the District a required reimbursement no later than 90 days after the results for the prior Performance Year have been finalized by Consultant and its Energy Specialists and approved by the Program Liaison.

8. **Independent Contractor.** Consultant, in the performance of this Contract, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
9. **Designated Representatives.** The Consultant shall coordinate with District personnel and/or its designated representatives as may be reasonable and mutually agreed.
10. **Performance of Services.**
  - 10.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
  - 10.2. **Meetings.** Consultant and District agree to participate in regular meetings to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of services. Consultant is responsible for identifying the frequency, attendees and agendas necessary to conduct effective meetings, the schedule of which will be reasonably approved by the District. District may also request meetings as it feels appropriate and necessary. Consultant shall attend meetings as may be reasonably requested by District.
  - 10.3. **District Approval.** The Baseline Period, Annual Savings Determination and any adjustments to the Baseline Period shall be mutually agreeable by the District and Consultant. Agreement shall not be unreasonably withheld.
11. **Originality of Services.** Except as to standard generic details and information in the public domain, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Contract, shall be Consultant's protected proprietary information and Intellectual Property and nothing shall be included in the District's Program that is being used illegally or that is the protected Intellectual Property of a third party.
12. **Copyright/Trademark/Patent.** (a) The District will have access to and use of Consultant's energy management program as well as materials that are copyrighted, trade secrets and other information that is proprietary to Cenergistic (collectively “Proprietary Information”). Furthermore, the Proprietary Information also includes all database files created using the Software. (b) The District agrees that the Proprietary Information (including all copies) continues to be Consultant's property and should be kept confidential to the full extent permitted by law. The District shall give Consultant written notice and an opportunity to respond if the District receives a third party request for Proprietary Information. The District shall not disclose the Proprietary Information to any unauthorized person or use it outside of the District or this contract. The District shall assist Cenergistic in the protection of the Proprietary Information. The District's obligations under this paragraph survive

termination of this contract. (c) While under contract with Consultant and for a period of two years following the termination of this contract, the District will not solicit, hire or retain any Cenergistic employees or contractors for employment or other work at or for the District.

13. **Audit.** To the extent required by California law, and without waiving any protected proprietary processes, information or Intellectual Property rights, all documents and records pertaining to utility expenses, baseline, adjustments to the baseline and savings calculations (“business operations”) shall be subject to audit by the District. This right to audit shall not include Consultant’s personal financial information or records. Consultant shall establish and maintain the referenced books, records, and systems of account, in accordance with generally accepted industry principles, reflecting all business operations of Consultant transacted under this Contract. Consultant shall retain these books, records, and systems of account referenced herein during the Term of this Contract and for five (5) years after the Contract Term ends. Consultant shall permit the District to audit, examine, and make excerpts, copies, and transcripts from all referenced books and records, and to make audit(s) of all billing statements, invoices, records, and other data referenced above that are related to the Services covered by this Contract. District Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice (e.g., seven days) to Consultant and shall conduct audit(s) during Consultant’s normal business hours, unless Consultant otherwise consents. Nothing contained herein shall be interpreted to allow a third party (non- District employee) access to Consultant’s Intellectual Property (including proprietary processes, documents or procedures).

14. **Termination.**

**14.1 District Termination for Convenience or Lack of Substantial Implementation.**

(a) As provided in this contract Cenergistic anticipates a long-term relationship and remains committed to the District through the Term and beyond. However, the District may terminate this contract for any reason and without cause as provided in this paragraph. Also, Cenergistic may terminate this contract in the event that even after notice and an opportunity to remedy the District is not substantially implementing the Program (as defined below). In either instance, the District must pay a Work Fee to compensate Cenergistic for its Intellectual Property, the work performed by Cenergistic and for the benefits received by the District (and not as a penalty) (“Work Fee”), with the calculation based upon the date of termination, as follows:

Quick Start through the end of Performance Year One	<ul style="list-style-type: none"> <li>a. Payment for the value of Cenergistic’s Intellectual Property and the continuing benefits of the program after termination: 15% of Projected Performance Year One Total Gross Savings per the Cenergistic matrix; plus</li> <li>b. \$700 per day, for each Cenergistic employee on-site from Start Date through the termination date to cover direct and indirect costs</li> </ul>
Performance Years Two through Four	An amount equal to the preceding twelve months’ Performance Fees
Performance Year Five	The lesser of: (a) the remaining projected fees for Performance Year 5 per the Cenergistic matrix; or, (b) an amount equal to the preceding four months Performance Fees



(b) To validly exercise its right to terminate during the Term for any reason and without cause (including if there is no appropriation of funding or for any other termination that is not based on Cenergistic's failure to perform its material obligations under this contract) (a "Termination for Convenience"), the District shall provide Cenergistic with at least 60 days prior written notice and shall promptly pay Cenergistic (1) a Work Fee, plus (2) an amount equal to the unpaid Monthly Performance Fees and Billing Audit Contingent Fees, if any, but only through the termination effective date. The District's right to terminate for convenience does not limit the rights and remedies of the District. More specifically, if Cenergistic fails to perform its material obligations under this contract, the District's legal rights and remedies are not limited by the terms of this paragraph. If the District contends Cenergistic has committed a material breach of the contract, the District will provide written notice to Cenergistic specifically describing the breach and giving Cenergistic a reasonable opportunity and time (not less than 30 days) to cure the claimed breach before taking other action. If the material breach is not remedied by Cenergistic following the notice as set out above, the District may terminate this contract without any obligation to pay a Work Fee.

(c) Substantial Implementation. If Cenergistic reasonably determines that the District is not substantially implementing the Program, Cenergistic shall give the District written notice of its determination (including specific details supporting Cenergistic's determination and specific recommendations for appropriate District action) and, at Cenergistic's discretion, the Performance Year and payment of the Performance Fees shall be suspended until the District is substantially implementing the Program. The District shall act within a reasonable time to cure such failure, with curative steps being taken within sixty (60) days after receipt of the written notice referenced above. If the parties are unable to agree on whether the District is substantially implementing the Program, the parties agree to meet to resolve the differences as set out in paragraph 12(c) below. "Substantial implementation of the Program" does not require the District to have implemented the Program in every detail. To "substantially implement" the Program means that the process of implementation is material to the extent that the program functions as intended. It requires that the Program has been implemented in its material elements, or almost fully implemented. For purposes of determining savings, savings shall continue to accrue through any suspension period. If Cenergistic reasonably determines the District continues to fail or refuse to substantially implement the Program following such notice and opportunity to remedy, (including the opportunity to follow the dispute resolution process set forth in Paragraph 27 below), then Cenergistic may exercise this right to terminate during the Term on written notice and the District shall promptly pay Cenergistic: (1) a Work Fee as calculated according to this paragraph 14 above, plus (2) an amount equal to the unpaid Performance Fees and Billing Audit Contingent Fees, if any, but only through the termination effective date.

**14.2 With Cause by District.** District may terminate this Contract upon giving a minimum of thirty (30) days written notice of intention to terminate for cause and an opportunity to cure as set out below. Cause shall include:

- 14.2.1. Material violation of this Contract after Contractor has been given notice of the claimed material breach and a reasonable opportunity to cure the claimed material breach (not less than thirty [30] days); or
- 14.2.2. Any act by Consultant exposing the District to significant or substantial liability to others for personal injury or property damage; or
- 14.2.3. Consultant is adjudged bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within thirty (30) days after that notice the material breach is cured, this Contract shall cease and terminate. In the event of this termination, the District may secure the required services from another Consultant provided the Intellectual Property of Consultant is protected as set out herein. To the extent that any

compensation would be due to Consultant and the compensation is based on Total Savings for a particular time period, upon payment of compensation due through the date of termination as set out in this contract, the right to additional future compensation will end as of the date of termination. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

15. **Indemnification.** To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim"), to property or persons, including personal injury and/or death, to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or this Contract, including without limitation the payment of all consequential damages.

16. **Insurance.**

- 16.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

16.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

16.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with California law, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Contract are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

16.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Consultant's profession.

Type of Coverage	Minimum Requirement
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
<b>Automobile Liability Insurance - Any Auto</b> Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
<b>Professional Liability</b>	\$ 1,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer's Liability</b>	\$ 1,000,000

16.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

16.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

16.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

16.2.3. An endorsement stating that the District and their employees, trustees, and officers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.

16.2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.

16.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

17. **Assignment.** The obligations of the Consultant pursuant to this Contract shall not be assigned by the Consultant.

18. **Covenant against Contingent Fees.** The Consultant warrants that no person or selling agency was or has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona-fide employees, independent contractors, or bona-fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business. For breach of violation of this warranty, the District shall have the right to, at its sole discretion:

18.1. Terminate this Contract for cause, and/or

19. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances, regulations, and guidelines. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as

indicated or specified. To the extent known and observed by Consultant, if Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, as mutually agreed, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing.

20. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Contract.
21. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore, to the extent applicable, the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all subcontractor(s).
22. **Safety and Security:** Consultant is responsible for maintaining safety in the performance of this Contract to, at a minimum, OSHA standards. Consultant shall be responsible to ascertain from the District all specific rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
23. **Fingerprinting of Employees.** To the extent applicable to specific employees or contractors, the Consultant shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. Unless the District has determined that all of Consultant's employees shall only have limited contact with pupils, the Consultant shall not permit any employee to have any contact with District pupils until such time as the Consultant has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Consultant's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant. Verification of compliance with this section shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.
24. **No Rights in Third Parties.** This Contract does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
25. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
  - 25.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
  - 25.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
  - 25.3. Consultant agrees to remove or re-assign its employees as may be reasonably requested by the District as a result of the District's evaluation. The District shall provide its request in writing, convey the basis for its request and provide a reasonable time for Consultant to satisfy the District's request, not to exceed thirty (30) days.

26. **Limitation of District Liability.** Other than as provided in this Contract, District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract and payment to EnergyCAP, Inc. for the software license. Notwithstanding any other provision of this Contract, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Contract for the Services performed in connection with this Contract.
27. **Disputes.** In the event of a dispute between the parties as to performance of Services, Contract interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, neither party shall rescind the Contract nor stop performing its obligations in accordance with the terms of this Contract.
28. **Confidentiality.** Except as authorized by the District for disclosure, the Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Contract.
29. **Notice.** Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing, personally delivered, mailed or delivered overnight, addressed as follows:
- |  |                             |
|--|-----------------------------|
| <b><u>District:</u></b>  | <b><u>Consultant:</u></b>   |
| Santa Ana Unified School District  | Cenergistic, Inc.           |
| 1601 East Chestnut Avenue  | 5950 Sherry Lane, Suite 900 |
| Santa Ana, CA 92701  | Dallas, Texas 75225         |
| <b>Attn:</b> Assistant Superintendent, Facilities & Governmental Relations | <b>ATTN:</b> President      |
- Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the day of delivery as documented by the overnight delivery service.
30. **Integration/Entire Agreement of Parties.** This Contract, together with Exhibits A & B attached, constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Contract may be amended or modified only by a written instrument executed by both Parties.
31. **California Law.** This Contract 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 Contract shall be maintained in the county in which the District's administrative offices are located.
32. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
33. **Severability.** If any term, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
34. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Contract, except as otherwise provided in this Contract, has any authority to bind the other to any agreements or undertakings.
35. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Contract, then

each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

**36. Captions and Interpretations.** Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the Parties.

**37. Calculation of Time.** For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.

**38. Signature Authority.** Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each Party has been properly authorized and empowered to enter into this Contract.

**39. Counterparts.** This Contract and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

**40. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date indicated below.

**Santa Ana Unified School District**

**Cenergistic, Inc.**

Dated: \_\_\_\_\_, 20\_\_

Dated: \_\_\_\_\_, 20\_\_

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

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

Print Name: Stefanie P. Phillips, Ed.D.

Print Name: John Bernard

Print Title: Deputy Superintendent, Operations, CBO

Print Title: President

Dated: \_\_\_\_\_, 20\_\_

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

Print Name: Joe Dixon

Print Title: Assistant Superintendent, Facilities & Governmental Relations

**Approved as to Form**

Dated: \_\_\_\_\_, 20\_\_

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

Print Name: Philip J. Henderson

Print Title: Attorney at Law, Orbach Huff Suarez & Henderson LLP

**Information regarding Consultant:**

Consultant: \_\_\_\_\_  
License No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

Type of Business Entity:

☐ Individual  
☐ Sole Proprietorship  
☐ Partnership  
☐ Limited Partnership  
☒ Corporation, State: Texas  
☐ Limited Liability Company  
☐ Other: \_\_\_\_\_

\_\_\_\_\_  
Employer Identification and/or Social Security  
Number

**NOTE: Title 26, Code of Federal Regulations, sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.**

### **WORKERS' COMPENSATION CERTIFICATION**

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Services of this Contract.

Date: \_\_\_\_\_

Name of Consultant or Company: Cenergistic, Inc.

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

Print Name and Title: John Bernard, President

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)



## **EXHIBIT "A"**

### **DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT**

The scope of Services are more specifically described herein and shall include the following:

1. Perform all consulting services to deliver and help the District implement a customized, comprehensive energy conservation program ("Program"), including without limitation education, onsite training, action planning, ongoing facility assessment, energy accounting, measurement and verification, and other conservation-related services.
2. **Energy Specialists.**
  - a. Program implementation requires a daily focused effort in the District's facilities and areas, which will initially be led by Consultant's two energy specialists ("Energy Specialists"), who can make conservation a priority while positively engaging people to conserve energy. Consultant may adjust the number of Energy Specialists depending upon the needs of the Program. Consultant shall take immediate actions to identify two persons to serve as full-time Energy Specialists for the District. The salary, expenses, and materials for the Energy Specialists shall be paid by Consultant. Consultant will not assign an Energy Specialist to the District that is unacceptable to the District, whose acceptance shall not be unreasonably withheld.
  - b. The Energy Specialists' primary duties will be to spend time in the District's facilities to identify savings opportunities and to work closely with the District's staff to execute proven implementation strategies to change behavior linked to energy consumption. The effective management of energy information is important for achieving positive results through accountability, and the Energy Specialists will work to maintain energy consumption and other information related to energy use in the District's facilities and areas. The Energy Specialists will use the EnergyCAP energy accounting software program from EnergyCAP, Inc. ("Software").
  - c. Within 30 days after the selection of the Energy Specialists, the District will provide the Energy Specialists office space, an office phone, internet access, email address, on-campus parking, necessary building keys and necessary alarm codes. Use of these resources is subject at all times to District policies and procedures. If requested due to safety or security concerns, the District may provide a commissioned security officer to accompany the Energy Specialists while performing facilities assessments outside of normal business hours.
3. **Program Implementation.**
  - a. Once Consultant has assigned Energy Specialists to work on-site, the Parties will promptly begin and then continue to implement the Program.
  - b. **Commitment and Communication.**

Within ninety (90) days after Start Date, the school board must adopt an appropriate policy and the administration must adopt appropriate administrative guidelines reflecting the District's commitment to the Program. Cenergistic shall provide templates together with support and assistance for the District in its review and adoption of policy and guidelines, however, the contents of the policies and guidelines are at the discretion of the school board and administration, respectively. It is understood that prior to adoption of the appropriate policy and guidelines that the District will meet and confer with interested stakeholder groups in a manner and time to allow appropriate input, but that will not prevent implementation as outlined and intended in this Contract.

- i. Once adopted, the District shall communicate these policies and administrative regulations to its employees, construction contractors and on-site management service providers, if any (“Guidelines”).
  - ii. Consultant will prepare semi-annual progress reports for the Board. The District will make its utility records available for review and copying on request of the Consultant, including its Energy Specialists.
- c. **Software Tool.** The effective management of energy information is a first step to achieving positive results through accountability. Energy consumption will be accounted for by Consultant using the software program (“EnergyCap” or the “Software”). Consultant is knowledgeable and trained to use EnergyCAP. No later than ninety (90) days after the Start Date, the District must license the EnergyCAP energy accounting software program from EnergyCAP, Inc., or, if later recommended by Consultant, (e.g. because EnergyCAP® ceases to be available), an alternative software program. The District’s cost for the Software is \$10,940 per year for the first three years and \$4,266 per year thereafter. The Program Liaison and other District personnel as determined by the Program Liaison shall have the ability to access and view the Program.
- d. **Program Liaison.** Within thirty (30) days after the Start Date, Consultant and the District will discuss and collaborate on identifying one of the District’s senior-level business officials to serve as the liaison and primary point of contact for the District on the Program (“Program Liaison”). The Program Liaison should be accessible and responsive to Consultant for communication and meetings and may not be someone who is unacceptable to Cenergistic (acceptance shall not be unreasonably withheld by Cenergistic). Consultant shall offer education and training for the Program Liaison (and any replacement Program Liaison) to effectively serve as Program Liaison, with an emphasis that will promote the Program Liaison’s role in reviewing all savings determinations. To assist in the education and training, at the next scheduled session after the Start Date, the Program Liaison (plus one other person selected by the District) shall attend, at Consultant’s expense, the EnergyCAP workshop provided by EnergyCAP Inc. in Dallas, TX. In the event there is a replacement Program Liaison, after designation for that position, that person shall attend the next offered EnergyCAP workshop, at Consultant’s expense, in Dallas, TX. The Program Liaison position shall not be vacant for more than thirty (30) consecutive days during the Term of this Contract.
- e. **Access, Authority and Control.** The Energy Specialists need to have access to the District’s systems controls, including the energy management systems (“EMS”), and the authority, in communication and coordination with the Program Liaison and other District personnel) to make changes so that facilities are not operated outside of the established policy and guidelines. The District shall provide such access and authority to the Energy Specialists within thirty (30) days of the Energy Specialists’ first day of on-site work.
  - i. The Parties acknowledge that there are existing service contracts, warranties, and associated District commitments related to many of the existing systems and systems controls. In addition, the Parties acknowledge that the Energy Specialists need the authority to:
    - (A) Program the EMS including changes in the temperature settings and run times of EMS controlled equipment (e.g. HVAC, water, heating and lighting systems), and
    - (B) Change settings and run times for each facility’s equipment and systems (e.g. lighting, sewer and water systems, time clocks and thermostats) that are not controlled by the EMS.
  - ii. The Energy Specialists will not have authority to make any changes that violate District established policy and guidelines or the Board-Approved Guidelines. The District retains

the right to suspend the Energy Specialists' access at any time. In the event of such a suspension the District will immediately inform Consultant of the suspension and the basis for the suspension.

- iii. To the extent known by the District, and to the extent reasonably within its authority to act, the District will make a good faith effort to prevent any third party from interfering with Program implementation.

#### 4. Savings Determination.

- a. **General.** Energy savings are determined in accordance with the Measurement and Verification Plan attached to the Contract as **Exhibit "B"** by comparing measured use before and after the start of Program implementation, with appropriate adjustments for changes in conditions that are independent of the Program. The simple formulaic expression is:

"Avoided Energy Use" ("Savings") = "Adjusted-Baseline Energy" – "Reporting-Period Energy" ± "Non-Routine Adjustments of Baseline Energy to Reporting-Period Conditions"

The Energy Specialists shall use the Software to calculate the District's savings by subtracting the energy actually used (i.e. consumption: kWh, BTUs, gallons, etc.) in each Performance Year from the use in the "Base Year" (as defined below), plus or minus any "Adjustment Variables" (as defined below), and applying the price (based on the blended rate to the District for each type of energy purchased by the District) for each corresponding period ("Savings") The "Total Savings" means the Savings and any additional verifiable cost containment or avoidances resulting from the Program (e.g. utility refunds received as a result of a Program billing audit), in accordance with current industry-accepted valuation methodology. Savings reports shall be delivered to the Program Liaison for review, verification and approval. The Program Liaison will work diligently to review reported Savings and will, within twenty (20) days of receipt, either approve the Savings report or present any questions about the Savings reports to Consultant for a response. If the parties cannot mutually agree on the amount of Total Savings, the parties will meet in good faith to resolve any disagreement using the Dispute Resolution process set out in paragraph 27 of the Contract. Consultant's projections of Total Savings of the Program are based upon energy consumption and other data furnished by the District.

- b. **Baseline Period.** A twelve (12) month baseline period shall be established by Consultant in accordance with the Maintenance and Verification Plan, attached as **Exhibit "B,"** in consultation with the Program Liaison. The Software will be used to establish a baseline period consisting of twelve (12) consecutive months that precede the Start Date ("Base Year"). If it is later determined that either: 1) there is a variation between the data provided by the District and the accurate utility usage of ± 5% or more or, 2) changes in the twelve (12) months preceding the Start Date would cause those twelve (12) months to not accurately reflect actual pre-program usage by the District ("variation"), the Parties may mutually agree to select as the Base Year an alternate twelve (12) month period from the thirty six (36) months preceding the Start Date. For new construction, the Consultant, in consultation with the Program Liaison, will use detailed, calibrated simulation analysis to compile the Base Year.
- c. **Reporting Period.** Each Performance Year (which shall be twelve months as defined in the contract) is a reporting period. Using the Software, Savings shall be calculated for each Performance Year in comparison to the Base Year.
- d. **Appropriate Adjustments.**
  - i. Adjustments to the baseline shall be made in accordance with the Maintenance and

Verification Plan (**Exhibit “B”**) to recognize that the operating environment changes in ways that impact energy use but are independent of the Program (e.g. the weather) and function simply to bring energy use in the two time periods to an equivalent set of conditions.

- ii. The Software allows appropriate adjustments to the Base Year, using available data to account for the following factors occurring during the Performance Year that affect the energy used in facilities (“Adjustment Variables”):
  - (A) outside temperature;
  - (B) floor space;
  - (C) occupancy type or schedule;
  - (D) amount, type or use of equipment;
  - (E) number of days in the billing period;
  - (F) energy rates; and
  - (G) reasonably estimated energy loads added or reduced after Program implementation.
- iii. The Software also allows other appropriate adjustments for a more accurate Savings calculation. If the District has experienced abnormal temperatures during the Base Year, a total of 36 months of billing information will be used to create a more accurate statistical model for the District. The District shall communicate the District’s energy conservation guidelines to its construction contractors and on site management service providers, if any. Savings will be determined using either calibrated simulation or by making appropriate adjustments, as mutually agreed by the parties, in the event of any of the following:
  - (A) The guidelines are not substantially followed by third party construction contractors or on-site management service providers;
  - (B) The District chooses not to substantially implement Consultant’s water conservation recommendations; or,
  - (C) There are equipment malfunctions that negatively impact Savings.

Agreement concerning the calibrated simulation or appropriate adjustments will not be unreasonably withheld by either Party. In the event that new equipment, new lighting components, new construction or other energy saving physical upgrades of facilities are installed or implemented by the District, the Parties will work together to quantify the impact of such steps and to make appropriate adjustments so that reductions in consumption that are verified and independent of the Program are not included in Total Savings. In the event there are new power generating facilities or solar electricity that are installed by the District, the parties will agree upon a process that both measures and values the alternative electricity source for purposes of determining the blended rate of avoided consumption from that source. [CENERGISTIC TO CLARIFY: Please provide more detail on a sample process for making these types of adjustments.]
- iv. Consultant shall continue to review the data for accuracy during the Term of the Contract. In the event the Parties reasonably agree there are inaccuracies in the data or there are data entry errors (e.g., Information not known at the time, incorrect meter reading or data entered into the Software incorrectly), the Consultant shall then update the data to correct such errors that occurred during the twelve (12) months immediately preceding the latest monthly billing statement. Data prior to the twelve (12) months immediately preceding the latest monthly billing statement shall not be adjusted, even if inaccuracies are found. The Parties will seek to resolve any disputes regarding the resolution of those inaccuracies, pursuant to the terms of the Contract.

## EXHIBIT "B"

### MEASUREMENT AND VERIFICATION PLAN

This Measurement & Verification Plan ("M&V Plan") is prepared for the District by Consultant and is agreed by the parties as the M&V Plan in accordance with the protocols of the International Performance Measurement and Verification Protocol ("IPMVP"). The Parties agree that the M&V Plan is to be used for measurement and verification ("M&V") of the Program delivered by Consultant pursuant to the Contract.

The M&V Plan is prepared in accordance with Chapter 5 of IPMVP Volume 1 (EVO 10000-1:2012).

The purpose of this M&V Plan is to document and specify how M&V guidance contained within IPMVP will be specifically applied to this Contract. In cases of variance between specific provisions of IPMVP and this M&V Plan, the M&V Plan takes precedence.

The parties agree this M&V plan will be modified as mutually agreed in writing by the Parties to reflect changes that occur or additional data that may be obtained.

1. **ECM Intent.** The energy conservation measures ("ECMs") reduce electricity, gas, water and other energy usage and cost, depending on the specific facility. Many varied ECMs will be used to achieve the savings. ECMs will be operational in nature (not equipment, facility or hardware retrofits) and are generally categorized as turning off energy-using systems when not necessary, setting back energy-using systems when possible, and improving efficiency of energy-using systems when in use. Space conditions, during both occupied and unoccupied periods, will change as necessary to comply with the District's published energy policy and administration guidelines.
2. **Selected IPMVP Option and Measurement Boundary.** IPMVP Option C (Whole Facility) shall be used for savings determination because it is the most appropriate M&V method for total facility energy reduction when all energy-using systems are affected and ECMs cannot be isolated, submetered or simulated by computer model. Option C was also chosen because many ECMs will be involved, and some of them cannot be directly measured. Utility meters for electricity, gas, water and sewer shall be included in the savings M&V for the District. Together, these meters will account for all energy use by each facility. The total savings is the sum of savings for each facility. The measurement boundary includes all facilities and infrastructure owned and leased by the District.
3. **Baseline: Period, Energy and Conditions.** Using the Software, (as defined in the Contract, hereinafter "Software") a baseline period shall be established for each meter consisting of twelve (12) consecutive months that precede the energy program Start Date. Normally, this will be the twelve (12) months immediately prior to start date, but under circumstances described in the Contract, the Parties may mutually agree to select an alternate twelve (12) month period.

The baseline data for each meter will be defined and available in the M&V Software upon import and preparation of the data for each meter and facility. The Software also includes static factors such as weather and building size. Included in the baseline data will be an identification of the baseline period, baseline energy consumption and demand data, other independent and relevant variable data, and other static factors (i.e. occupancy type, building information such as square footage, etc.). Other baseline data may be included and/or supplemented as the Parties mutually agree in writing. Daily mean temperature weather data will be obtained from a nationally-recognized service using data originated from the National Oceanic and Atmospheric Administration, United States Department of Commerce ("NOAA").

4. **Reporting Period.** Each Performance Year (as defined in the Contract) is a reporting period.
5. **Basis for Adjustment.** Energy savings are determined by comparing measured use before and after the

start of implementation of the energy conservation Program and after making appropriate adjustments for changes in conditions that are independent of the energy conservation program. Savings must be reported as “cost avoidance”, under reporting period conditions, using IPMVP “Equation 1b.” This method quantifies how savings in a given reporting period is determined, by comparing relative energy use with and without the ECMs in place. Equation 1b defines how baseline period energy needs to be adjusted to reporting period conditions.

Equation 1b is:

$$\text{“Avoided Energy Use” (“Savings”)} = \text{“Adjusted-Baseline Energy”} - \text{“Reporting-Period Energy”} \pm \text{“Non-Routine Adjustments of Baseline Energy to Reporting-Period Conditions”}$$

In addition, savings may be accrued due to one-time actions such as identification of utility billing errors leading to refunds, rebates, rate changes, and other measures that do not reduce energy usage, but do reduce District’s out of pocket utility costs.

- 6. Analysis Procedure.** The Software performs the cost avoidance analysis procedure. The Software allows appropriate routine and non-routine adjustments to the baseline period, using available data to account for the following factors occurring during the reporting period that affect the energy used in facilities:
- number of days in the billing period;
  - energy unit cost;
  - reasonably estimated energy loads added or reduced after Program implementation due to such factors as outside temperature;
  - floor space;
  - occupancy type or schedule;
  - amount, type or use of equipment;
  - facility construction/renovation (e.g., new equipment; new lighting components; new construction);
  - energy management hardware retrofits installed under unrelated projects; and/or

Specific cost avoidance analysis algorithms used by the Software are extensively documented and shall be furnished by Consultant upon District’s request.

The Software also allows other appropriate adjustments for a more accurate Savings calculation. If the District has experienced abnormal temperatures during the baseline period, a total of thirty six (36) months of billing information can be used to create a more representative statistical baseline. Savings will be determined using either calibrated simulation or by making appropriate adjustments, as mutually agreed by the parties, in the event of any of the following: (a) the District’s energy conservation guidelines are not substantially followed by its construction contractors or on-site management service providers, if any; (b) the District chooses not to substantially implement Consultant’s water conservation recommendations; or, (c) there are equipment malfunctions that can negatively impact program savings.

The Software adheres to the IPMVP protocols/guidelines. IPMVP is not exhaustive in its guidance; in some situations engineering judgment must be used. Calculations are supervised by licensed Professional Engineers, Certified Measurement and Verification Professionals, and Certified Energy Managers.

- 7. Energy Prices.** Reporting of cost avoidance will value the energy use avoided at the then-current unit cost for each meter, during each period. Prices will be calculated by the Software for each month. The price applied for each utility is the realized price, based on the blended rate to the District for each type of energy purchased by the District, taking into account consumption and all charges from the utility provider.
- 8. Meter Specifications.** Utility company meters used for billing are the only meters used, except for heating oil stored in tanks and dip measurements recorded by the District or by the provider may be used. In master-metered campus situations, submeters may be necessary for accurate identification of building

by building energy usage.

9. **Monitoring Responsibilities.** Energy data from utility bills will be recorded in the Software as set out in the Contract. The Software captures weather information necessary for calculating and applying adjustments. Changes to the baseline conditions, such as facility size, occupancy or equipment changes, will be documented in the Software. Responsibility for collection, entry, calculation and accuracy of the data in the Software is the responsibility of the Energy Specialist(s) under the supervision of Consultant.
10. **Expected Accuracy.** The accuracy of data capture of the utility billing data and entry of that data into the Software is expected to be verified 100% ( $\pm 2\%$ ) via reports that reconcile data with utility bill accounts payable to ensure the quality of the data entered, to ensure consistency with previous billing, elimination of gaps or duplicate entries, and reasonable protection against user errors in data entry. Statistical accuracy of the Software's routine weather adjustment process uses industry-standard linear regression techniques and is evaluated on a meter-by-meter basis. Data analysis does not involve sampling since the actual data, as entered into the Software, is used for any Savings calculations. The accuracy of the Software's calculations has been validated empirically against the Department of Energy's ENERGY STAR program, which benchmarks buildings' performance. The calculations of the Software are consistent with ENERGY STAR results in determining increase in building energy utilization index (EUI – Energy usage per square foot per year).
11. **Budget.** The cost of M&V includes the Software cost, as defined in the contract, (paid by the District), plus the Energy Specialist's time (paid by the Consultant). The Software cost is defined in the contract. More time will be required early in the energy program by the Energy Specialists as the baseline is determined and the Energy Specialists become familiar with the Software and the process for entering data and determining savings. Once the utility bills have been entered, the baseline has been determined and the Energy Specialists have become familiar with the Software and the process, subsequently, the savings determination process and its review with operating and administrative staff is expected to require approximately 5% of an Energy Specialist's time, across all meters and facilities for the District.
12. **Report Format.** Cost avoidance will be calculated on a monthly basis as set out in the Contract. Cost avoidance reports will be prepared and provided at least semi-annually to the District. Cost avoidance calculations will commence with a formal data release occurring approximately five (5) months after the Energy Specialist(s) are in place. Cost avoidance reports will include results from the Software and show energy as well as expenditure savings versus the baseline. Cost avoidance reports have different formats for different audiences, but generally show usage and cost for the following: baseline actual, baseline adjusted to reporting period conditions, reporting period actual, and calculated cost avoidance (adjusted baseline minus reporting period actual).
13. **Quality Assurance.** The primary risks in this M&V process are listed below with specific quality assurance steps that will be used to address each.
  - a. Utility companies sometimes estimate meter readings instead of actually reading the meter. Any such estimate will be self-corrected by a subsequent month "true-up" when the meter is actually read. When an estimate is detected, the Energy Specialist(s) will attempt to validate the utility company estimate to reflect actual usage until an actual reading is made, and then adjust data to correct inaccuracies created by estimates, subject to District reasonable approval.
  - b. Undetected changes happen to buildings, their operation, or use and those undetected changes may not be reflected in the reported savings. The procedure described in Section 10 above ("Expected Accuracy") minimizes the chance of any such impact and ensures that any unimplemented baseline change has minimal effect.
  - c. Data entry by the Energy Specialists may put incorrect data into the Software. Consultant and its Energy Specialists shall review this data regularly to find such errors, and complete routine error-checking procedures within the Software to find and fix them.

This M & V plan has been developed for Santa Ana Unified School District by the following qualified professional:

Eileen Byrd, Senior Vice President – Data Quality

Certified Public Accountant (Texas State Board of Public Accountants)

Certified Internal Auditor (Institute of Internal Auditors)

Certified Quality Engineer (American Society of Quality)

Certified Measurement and Verification Professional (Association of Energy Engineers)

Certified Energy Manager (Association of Energy Engineers)



**AGENDA ITEM BACKUP SHEET****March 11, 2014****Board Meeting**

**TITLE:** Adoption of Resolution No. 13/14–3007 in Support of Assembly Bill 1453

**ITEM:** Action

**SUBMITTED BY:** Rick Miller, Ph.D., Superintendent

**PREPARED BY:** Deidra Powell, Chief Communications Officer

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval to adopt Resolution No. 13/14–3007 in support of Assembly Bill 1453.

**RATIONALE:**

California is home to more military veterans than any other state in our nation with a large majority of these veterans residing in Southern California. AB 1453 would direct the California Department of Veteran Affairs to establish a Southern California Veterans Cemetery in Orange County.

**RATIONALE:**

Not applicable

**RECOMMENDATION:**

Adopt Resolution No. 13/14–3007 in support of Assembly Bill 1453.

## RESOLUTION NO. 13/14-3007

BOARD OF EDUCATION

**SANTA ANA UNIFIED SCHOOL DISTRICT**

ORANGE COUNTY, CALIFORNIA

AUTHORIZATION TO SUPPORT CALIFORNIA STATE ASSEMBLY BILL 1453

THE RESOLUTION OF THE SANTA ANA UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION  
EXPRESSING SUPPORT FOR CALIFORNIA STATE ASSEMBLY BILL 1453 WHICH ESTABLISHES A  
SOUTHERN CALIFORNIA STATE VETERANS CEMETERY

WHEREAS, California is home to more veterans than any other state; and

WHEREAS, the majority of California's veterans live in Southern California; and

WHEREAS, employees of the Santa Ana Unified School District are currently serving in the United States Armed Forces and/or served in the past; and

WHEREAS, graduates of the Santa Ana Unified School District are currently serving in the United States Armed Forces and/or served in the past; and

WHEREAS, the nearest currently open federal veterans cemetery to Orange County is the National Cemetery in Riverside, California; and

WHEREAS, although the National Cemetery in Riverside is a beautiful resting place for veterans, due to its distance from Orange County, regional geography, limited driving routes, and the population density of the region, the needs of Orange County veterans, veterans from other Southern California coastal areas, and veterans' families are not met by the National Cemetery in Riverside; and

1 WHEREAS, the two State Veterans Cemeteries are distant from Orange County; the  
2 Northern California State Veterans Cemetery is located in near Redding in Igo,  
3 California, and the Central Coast State Veterans Cemetery will be located in  
4 Monterey, California; and

5  
6 WHEREAS, Assembly Bill 1453 is pending in the California State Legislature,  
7 directing the California Department of Veterans Affairs, to develop a master plan  
8 for a State-owned and operated Southern California Veterans Cemetery to be located  
9 in Orange County; and

10  
11 NOW, THEREFORE, BE IT RESOLVED THAT, the Santa Ana Unified School District Board of  
12 Education supports and urges that the California State Legislature adopts and  
13 enacts CALIFORNIA ASSEMBLY BILL 1453 WHICH ESTABLISHES A SOUTHERN CALIFORNIA STATE  
14 VETERANS CEMETERY

15  
16 BE IT FURTHER RESOLVED THAT, the Santa Ana Unified School District Board of  
17 Education is directed to send this resolution to the Governor of the State of  
18 California; the Senate President pro Tem and Senate Minority Leader of the  
19 California State Senate; the Speaker and Minority Leader of the California State  
20 Assembly; Members of the Orange County Congressional Delegation; Members of the  
21 Orange County State Legislative Delegation and the Members of the Orange County  
22 Board of Supervisors.

23  
24 Upon motion of Member Dr. Yamagata-Noji and duly seconded, the foregoing  
25 Resolution was adopted by the following vote:

26 AYES:

27 NOES:

28 ABSENT:

29 STATE OF CALIFORNIA )

1 ) SS.  
2 COUNTY OF ORANGE )  
3

4 THE FOREGOING RESOLUTION is approved and adopted by the Santa Ana Board of  
5 Education this 11<sup>th</sup> day of March, 2014, by the following roll call vote:  
6

7 I, Rick Miller, Secretary of the Board of Education of the Santa Ana Unified  
8 School District of Orange County, California, hereby certify that the above and  
9 foregoing Resolution was duly adopted by the said Board at a regular board meeting  
10 thereof held on the 11th day of March, 2014, and passed by a vote of \_\_\_\_ of  
11 said Board.

12 IN WITNESS WHEREOF, I have hereunto set my hand this 11 day of March, 2014.  
13  
14

15 \_\_\_\_\_  
16 Richard Miller, Ph.D.  
17 Secretary to the Board of Education  
Santa Ana Unified School District

**AGENDA ITEM BACKUP SHEET**  
**March 11, 2014**

**Board Meeting**

**TITLE:** Board Policy 1330 – Use of School Facilities (Revised: For First Reading)

**ITEM:** Action

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

**PREPARED BY:** Dennis Ziegler, Director, Building Services

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to present to the Board for first reading Board Policy (BP) 1330 – Use of School Facilities.

**RATIONALE:**

California law permits the governing board of a school district to grant the use of school buildings or grounds for public use. The Board may also establish terms and conditions of usage and charge reasonable fees to recover direct costs associated with facility use, maintenance, and operation.

A Facilities Usage Fee Justification Study was prepared on February 18, 2014. The Board Policy and Administrative Regulation are being revised to reflect relevant terms and conditions of usage and updated fees.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Board Policy 1330 - Use of School Facilities presented for first reading.

 JD:rb

## SANTA ANA UNIFIED SCHOOL DISTRICT

BP 1330(a)

### Community Relations

#### Use of School Facilities

The Governing Board recognizes that district facilities and grounds are a community resource and authorizes their use by community groups for purposes provided for in the Civic Center Act when such use does not interfere with school activities. (cf. 6145.5 - Student Organizations and Equal Access)

All school-related activities shall be given priority in the use of facilities and grounds under the Civic Center Act. ~~Thereafter, the use shall be on a first come, first served basis.~~

California law permits the governing board of a school district to grant the use of school buildings or grounds for public use. The Board may also establish such terms and conditions of usage as it deems proper, subject to the limitations, requirements, and restrictions set forth in the Education Code of the State of California.

Civic Center activities will be scheduled during non-school hours. All facility use outside the normal school day must have approved permits; these include all school-sponsored activities conducted after regular school hours.

The Superintendent or designee shall maintain procedures and regulations for the use of school facilities and grounds that: (Education Code 38133)

1. Encourage and assist groups desiring to use school facilities for approved activities.
2. Preserve order in school buildings and on school grounds and protect school facilities, designating a person to supervise this task, if necessary.
3. Ensure that the use of school facilities or grounds is not inconsistent with their use for school purposes and does not interfere with the regular conduct of school work.

### Fees

The Board believes that the use of school facilities or grounds should not result in costs to the ~~a~~District. The Board shall charge Usage Fees to ensure that the ~~a~~District is (i) recovering the costs for making facilities available and (ii) charging fees that do not exceed the cost incurred by the ~~a~~District.

The @District shall base Usage Fees on recommendations made through conducting a facilities usage fee justification study. The @District shall periodically review the study and determine if the cost assumptions reflect the actual costs incurred by the @District at that time of the study. If necessary, the @District shall update the calculations through application of current cost information that takes into account the current cost impact.

Revenues From the Use of Facilities

1. Will be placed in a designated civic center account for the specific school site.
2. Once expenditures are met, remaining revenue will be assigned for repairs and maintenance of District facilities.
3. All revenue and expenditures will be tracked by specific use at each designated school site.

(Legal Reference next page)

Legal Reference:

EDUCATION CODE

10900-10914.5 Community recreation programs  
38130-38138 Civic Center Act: use of school property for public  
purposes

BUSINESS AND PROFESSIONS CODE

25608 Alcoholic beverage on school premises

UNITED STATES CODE, TITLE 20

7905 Equal access to public school facilities

COURT DECISIONS

Good New Club v. Milford Central School, (2001) 533 U.S. 98  
Lamb's Chapel v. Center Moriches Union Free School District, U.S. 384  
Cole v. Richardson, (1972) 405 U.S. 676  
Connell v. Higgenbotham, (1971) 403 U.S. 207  
ACLU of So. Calif. V. Board of Education of Los Angeles, (1961) 55 Cal.2d  
167  
Ellis v. Board of Education, (1945) 27 Cal.2d 322

ATTORNEY GENERAL OPINIONS

82 Ops.Cal.Atty.Gen. 90 (1999)  
79 Ops.Cal.Atty.Gen. 248 (1996)

Adopted: (7-76 6-78 8-01 10-05) 8-12

Santa Ana, CA



**AGENDA ITEM BACKUP SHEET****March 11, 2014****Board Meeting**

**TITLE:** **Administrative Regulation 1330.1 – Facilities Use Guidelines and Rate Schedules (Revised: For First Reading)**

**ITEM:** **Action**

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

**PREPARED BY:** **Dennis Ziegler, Director, Building Services**

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to present to the Board for first reading the revised Administrative Regulation (AR) 1330.1 – Facilities Use Guidelines and Rate Schedules.

**RATIONALE:**

California law permits the governing board of a school district to grant the use of school buildings or grounds for public use. The Board may also establish terms and conditions of usage and charge reasonable fees to recover direct costs associated with facility use, maintenance, and operation.

A Facilities Usage Fee Justification Study was prepared on February 18, 2014. The Board Policy and Administrative Regulation are being revised to reflect relevant terms and conditions of usage and updated fees.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Administrative Regulation 1330.1 - Facilities Use Guidelines and Rate Schedules presented for first reading.



## SANTA ANA UNIFIED SCHOOL DISTRICT

Community RelationsFacilities Use Guidelines and Rate Schedules

## Guidelines for the Use of Facilities

Four categories of use of facilities exist:

1. School Use - Any school-sponsored activity.

Qualified school groups such as PTA, Boosters, and CIF-sanctioned athletics are exempt from any use fees unless otherwise noted.

2. Free Use - Where a non-profit organization not charging admission applies to use a facility and such use directly benefits the educational or recreational needs of the school's pupils. Free use shall apply to those organizations that qualify under the Civic Center Act, and which are organized for general character building and welfare purposes.

Group A - Non-Profit youth-serving groups- Where a non-profit organization established for youth is not charging admission applies for the use of a facility and such use directly benefits the educational or recreational needs of youth. Group A shall apply to those organizations that qualify under the Civic Center Act, and which are organized for general character building and welfare purposes.

3. Group B - Other Non-Profit Groups

3. Cost Use - Where a non-profit, community-based organization charging or not charging admission, for the purpose of conducting public, literary, scientific, recreational, educational, or public agency meetings; the discussion of matters of general or public interest; the conduct of religious services for temporary periods, on a one-time or renewable basis, by any church or religious organization that has no suitable meeting place to conduct their services; child care or day care programs to provide supervision and activities for children of preschool and elementary school age; the administration of examinations for the selection of personnel or the instruction of precinct board members by public agencies; Supervised recreational activities including, but not limited to, sports league activities for youths or adults that are arranged for and supervised by entities, including religious organizations or churches, and in which persons may participate regardless of religious belief or denomination; a community youth center; a ceremony, patriotic celebration, or related educational assembly conducted by a veterans' organization; or other purposes deemed appropriate by the Governing Board.

- a. Non-profit organizations are authorized to conduct bingo games utilizing school district facilities so long as such games are conducted for charitable purposes only, with proceeds donated to support student activities at the school.

- b.a. Cost-use Group B - Other Non-Profit Groups shall apply to those non-profit youth organizations that qualify under the provisions of the Civic Center Act but who charge admission fees or solicit contributions for that event.

e-b. A "non-profit" organization shall provide documents verifying non-profit status 501(c)(3) with the federal and state government.

d.c. A "community-based" organization is a group open to participation by all members of the community and in which at least seventy-five percent (75%) of the participants reside within the boundaries of the Santa Ana Unified School District.

4. ~~Commercial Use~~ Commercial use shall apply to those organizations that do not qualify under the provisions of the Civic Center Act for "Free Use" or "Cost Use" and/or who charge admissions or fees to the activity.

4. Group C - Commercial or For Profit Groups

Applies to organizations and individuals where admission fees are charged or contributions are solicited or do not qualify under the non-profit youth or other non-profit groups.

Calendar and Priority of Usage Reservations:

1. The calendar for use of school facilities will commence the first day of school each the fiscal year (July 1 - June 30). Priorities for use shall be in the following order:

- a. School activities
- b. Non-profit youth serving groups
- c. Other non-profit groups
- d. Commercial

Note: Due to the needs of school programs, outside user groups may be displaced by school programs/events.

2. Applications shall be accepted no sooner than May 1 for the upcoming fiscal year. In the event of conflict where two or more groups desire to use the same facility, a lottery will be held on or about June 15. Lottery date will be posted on the Civic Center website two weeks in advance.

3. At no time will an application be accepted if not submitted 21 days prior to the beginning date of use.

4. Facilities not used for more than three (3) scheduled days will be reassigned and permit revoked.

5. Registrar of Voters may request dates two years in advance for general, primary, and special elections.

6. Hours of Use for Fields - No field can be set up or utilized prior to 8:00 a.m. All field use must end by dusk (with the exception of lighted fields).

7. The District reserves the right to close fields for maintenance, reseeding and/or rehabilitation.



- a. ~~School and/or school district programs~~ Schools will submit their activity dates to the Events Scheduling Department no later than the end of the third week of school. Any other reservations for use made prior to the establishment of school usage dates are subject to change.
  - b. ~~Free Use Organizations~~ Free use organizations may reserve available dates any time after the end of the third full week of school.
  - c. ~~Cost Use (Non Commercial)~~ Cost use (non-commercial) may reserve available dates any time after the end of the fourth full week of school.
  - d. ~~Commercial Use Organizations~~ Commercial use organizations may reserve dates any time after the end of the fifth full week of school, within the first three weeks of school.
2. All reservations will be tentative pending the establishment of school use dates.
- The Superintendent or designee will develop procedures and regulations to fairly distribute the public use of sports fields for cost use non-profit youth or other non-profit groups and commercial use. Such procedures shall ensure that sports fields are adequately maintained and available for school uses.
3. The Superintendent or designee will develop procedures and regulations to fairly distribute the public use of sports fields for cost use and commercial use. Such procedures shall ensure that sports fields are adequately maintained and available for school uses.

#### **Restrictions: Facilities and/or Equipment**

##### **Facility Use Infractions:**

Groups and organizations found to be in violation of District guidelines will be immediately suspended from using District facilities and any future permitted dates will be revoked.

- 1. ~~A Civic Center permit shall specify equipment authorized for use.~~
- 2.1. No structures may be erected or assembled on school premises, nor may any electrical, mechanical, or other equipment be brought thereon unless special approval has been obtained from the **Events Scheduling Director of Building Services office** issuing the permit. Groups using facilities must remove all equipment on a daily basis. No storage will be permitted.
- 2. Use of facility permits shall be issued for appropriate use of District property, e.g., baseball fields will be authorized for baseball only.
- 3. Any use of school facilities shall comply with all State and local fire, health and safety laws.
- 4. ~~The District reserves the right to increase rental rates of school premises to any organization not covered by the Civic Center Act.~~
- 4. Subletting of any District facility will not be permitted and District use permit will be revoked upon confirmation of subletting any District facility.
- 5. Valid Civic Center permit is required for use of all District facilities.

6. Facility users shall ensure that no profane language or other disorderly or inappropriate conduct is allowed.
7. Any violation of the rules or regulations included in the District's "Guidelines for Use of Facilities," as attached, will result in the permit being revoked.

Insurance:

1. All non-school related applications are subject to Certificate of Liability Insurance with a separate additional insured endorsement page attached.
2. Certificate of Liability Insurance requires coverage not less than \$1,000,000.00 General Liability. The District, at its discretion, may require a higher level of insurance on some activities.
3. A separate additional insured endorsement page must be attached to the Certificate of Insurance naming Santa Ana Unified School District, its officers, agents, employees, and volunteers as additionally insured.
4. All outside vendors must provide Certificate of Liability Insurance with separate additional insured endorsement page per requirements mentioned above.

Rental Rate Schedule

Usage Fees:

All use fees shall be paid for entire period requested and at least 12 days prior to the beginning date of use. Rates established for cost use activities are based on the actual direct cost to the District. Rates for commercial use activities are based on the actual full cost (direct and indirect) to the District. These fees and charges are subject to change as a result of increases in salaries, energy or other direct costs.

All holiday and holiday week end rates shall be triple time.

Those organizations that qualify under Cost Use or Commercial are to be charged for all extra hours and rehearsals at a rate which is to cover actual expenses to the District.

1. All staffing required for an event, e.g., security, supervision, custodial, etc., are at the discretion of District staff.
2. When a maintenance, tradesperson, or grounds person is required, District prevailing rates will be charged.
3. Kitchen equipment will be used only under the supervision of cafeteria personnel at a fee based upon the current salary schedule.
4. City of Santa Ana - Regularly scheduled neighborhood meetings scheduled by the City will be charged for required staffing only.
5. Registrar of Voters - Facilities used by the Registrar of Voters for general, primary and special elections will not be charged a facility use fee.
6. All fees include use of restroom facilities with the exception of sports fields. For organizations using sports fields, the District will provide portable restrooms at cost to the group.



7. The applicant will be responsible for any extraordinary cleanup caused by the organization's activity, e.g., furniture not replaced in its original configuration, left in an untidy condition, etc. Organizations will be billed for actual clean-up time (two hour minimum).

#### CITY OF SANTA ANA

Any facility Regular scheduled neighborhood meeting scheduled by the City will be charged for required staffing only. used by the City of Santa Ana will be charged at the Cost Use rate.

#### CHILD CARE PROGRAMS (public, private/non-profit)

Rates charged to agencies conducting child care programs on District sites serving District students will be determined after negotiations between the District and the organization(s). These rates will be assessed in order to defer, at least in part, actual direct costs to the District. Use of this rate will apply only in instances where District students are the primary beneficiary of the child care services.

#### NOTE:

1. The above fees include a custodian opening and closing the facility if the activity occurs during normal working hours. If the activity use occurs outside the site custodian's normal workday, a custodian will be required at a fee based upon the current salary schedule. There will be a two-hour minimum with overtime charged after an eight-hour day. If facility use will be billed for cleanup at 1 1/2 times the custodial rate. Fee schedules for hours of cleanup for each facility use are available upon request.
2. Kitchen equipment will be used only under the supervision of cafeteria personnel at a fee based upon the current salary schedule. There will be a two-hour minimum with time and a half charged after an eight-hour day. Cafeteria permit applications must be completed prior to approval and returned to the Events Scheduling Department.
3. All fees include use of restroom facilities with the exception of organizations falling under item #7.
4. The applicant will be responsible for any extraordinary cleanup caused by the organization's activity (i.e. furniture not replaced in its original configuration, debris and material strewn about, shower and locker rooms left in an untidy condition).
5. Organizations will be billed for actual clean-up time.
6. If an organization does not use a facility that has been reserved, for more than a month, that organization's permit will be revoked.
7. Organizations using sports fields will be required to provide adequate restroom facilities for their participants. District will provide portable restrooms.
8. Staffing levels are subject to change based on the type of event, the amount of participants and the requirements of the District's liability insurance policy.

- ~~9. Hours of Use for Fields— No field can be set up or utilized prior to 8:00 a.m. All field use must end by dusk (with the exception of lighted fields).~~
- ~~10. If allowed, user's equipment (ie: goal posts, batting cages, etc.) shall be stored in a safe area or be removed after each game.~~
- ~~11. Add \$30.00 for custodial supplies, 0-999 people; add \$40.00 for custodial supplies, 1000 or more people. Such supply fees shall be reimbursed to the entity in control of the facility being used.~~
- ~~12. When an electrician or Field Grounds person is required, District prevailing rates will be charged.~~
- ~~13. The District may rent out a wing of classrooms at a reduced price.~~
- ~~14. Fields used for practice may be billed at the hourly rate with no minimum hourly requirement.~~
- ~~15. The District reserves the right to close fields for maintenance, reseeding and/or rehabilitation.~~
- ~~16. Organizations renting fields with synthetic turf must abide with the District Usage Policy for Synthetic Turf Fields.~~
- ~~17. Rates shall be reviewed and adjusted as needed.~~



**USE OF SCHOOL FACILITIES FEE SCHEDULE — Effective September 1, 2012**

	MONDAY-FRIDAY		SATURDAY & SUNDAY	
	\$25	\$25	\$25	\$25
FEE PER HOUR	COST USE	COMMERCIAL USE	COST USE	COMMERCIAL USE
<b>FACILITIES</b>				
AUDITORIUM — Santa Ana & Valley — No Fee or Admission Charged — Includes Staff	\$150		\$235	
AUDITORIUM — Segerstrom & Carr — No Fee or Admission Charged — Includes Staff	\$110		\$235	
AUDITORIUM — Century & Saddleback — No Fee or Admission Charged — Includes Staff	\$100		\$235	
AUDITORIUM — Santa Ana & Valley — If Fee or Admission Charged		\$450		\$450
AUDITORIUM — Segerstrom, & Carr — If Fee or Admission Charged		\$350		\$350
AUDITORIUM — Century & Saddleback — If Fee or Admission Charged		\$250		\$250
FORUM — Saddleback	\$75	\$120	\$75	\$120
Theater — Little Santa Ana	\$40	\$120	\$40	\$120
COMMON AREA — Lathrop, Spurgeon & Willard	\$25	\$40	\$50	\$90
ARTS ROOM — Segerstrom (Sat & Sun)	\$50	\$90	\$80	\$120
CAFETERIA — Valley	\$40	\$65	\$50	\$85
THEATRON — McFadden	\$25	\$40	\$55	\$95
Small Stage — Franklin, Hoover, Walker	\$15	\$40	\$30	\$60
Multipurpose Room — Sierra & Esqueda	\$30	\$60	\$55	\$95
District Executive Conference Room & Training Room	\$15	\$20	\$60	\$90



	MONDAY-FRIDAY		SATURDAY & SUNDAY	
CLASSROOMS	\$15	\$20	\$60	\$90
GYMNASIUMS	\$60	\$90	\$60	\$90
GYMNASIUMS	\$85	\$150	\$85	\$150
SWIMMING POOLS	\$60	\$90	\$60	\$150
LOCKER ROOMS	\$60	\$90	\$90	\$185
PARKING AREAS	\$15	\$20	\$15	\$20
FIELDS-Football, Baseball & Softball-Use	\$15	\$20	\$15	\$20
FIELDS-Soccer-Use-YOUTH	\$15	\$50	\$15	\$30
FIELDS-Soccer-Use-ADULT	\$204/day	\$228/day	\$204/day	\$228/day
FIELD LIGHTING	\$20	\$25	\$20	\$25
TRACK/SOCCER/FOOTBALL-SYNTHETIC (PER HOUR)	\$10.43	\$93.01	\$10.43	\$93.01
STADIUM SYNTHETIC (PER HOUR)	\$14.07	\$143.02	\$14.07	\$143.02

**Facility Usage Fee Schedule:****AR 1330.1(i)**

Facility Type	Group A Rate	Group B Rate	Group C Rate
<b>Indoor Facility Fees - Per Hour</b>			
Classroom	\$0.86	\$3.55	\$9.11
K Classroom	\$1.19	\$4.90	\$12.56
Multipurpose	\$2.83	\$11.64	\$29.84
Library - Small	\$1.94	\$7.96	\$20.42
Library - Large	\$8.14	\$33.45	\$85.78
Theatre - Small	\$2.19	\$8.99	\$24.42
Theatre - Medium	\$12.49	\$51.34	\$133.01
Theatre - Large	\$14.22	\$58.46	\$151.27
Science Lab	\$3.18	\$13.05	\$33.47
Gym - Small	\$11.52	\$47.36	\$121.45
Gym - Large	\$18.90	\$77.70	\$199.25
Locker Room	\$5.44	\$22.36	\$57.33
Cafetorium	\$1.15	\$4.74	\$12.15
Staff Lounge	\$1.16	\$4.78	\$12.26
Restroom	\$0.49	\$2.03	\$5.20
Conference Room	\$0.08	\$0.33	\$0.84
<b>Outdoor Facility Fees - Per Hour</b>			
Hard Court/Playground	\$0.00	\$2.83	\$13.12
Lunch Table Area	\$0.00	\$0.67	\$4.19
Parking Lot - Elementary	\$0.00	\$1.74	\$5.27
Parking Lot - Intermediate	\$0.00	\$3.00	\$9.08
Parking Lot - High School	\$0.00	\$9.80	\$29.67
Tennis Court (per court)	\$0.00	\$0.47	\$3.70
Baseball Field	\$3.25	\$11.50	\$25.56
Softball Field	\$1.48	\$5.23	\$11.62
Track/Soccer/Football Natural	\$1.26	\$4.46	\$14.00
Track/Soccer/Football Synthetic	\$4.02	\$14.21	\$106.77
Stadium - Natural	\$5.69	\$20.10	\$119.00
Stadium - Synthetic	\$5.69	\$20.10	\$159.00
Pool Complex - 25 M	\$0.94	\$24.91	\$40.55
Pool Complex - 50 M	\$1.88	\$31.57	\$51.47

[1] Room only; does not include specialized equipment.

Approved: (4-76 7-78 3-83 6-88 7-90 8-90 7-00 8-01 10-05 04-07 11-09) 08-12

Santa Ana, CA



# Santa Ana Unified School District

*Facilities & Governmental Relations*  
*Joe Dixon, Assistant Superintendent*

**Richard L. Miller, Ph.D.**  
**Superintendent**

## **Guidelines for Use of Facilities**

Violation of these guidelines will result in immediate suspension from using District facilities and any future permitted dates will be revoked.

1. Groups are not permitted to enter the facilities before requested start time, and may not remain in the facilities past their scheduled end time.
2. A valid civic center permit is required for use of all District facilities.
3. Subletting of any District facility will not be permitted and District use permit will be terminated upon confirmation of subletting any District facility.
4. Parking is restricted to designated parking areas only.
5. Alcohol, tobacco products, candles, firearms, fireworks, and open flame cooking are not permitted on District property at any time.
6. Facility users shall ensure that no profane language or other disorderly or inappropriate conduct is allowed.
7. Food trucks are required to obtain a separate Civic Center permit.
8. Facility users are responsible for placing trash in the trash receptacles. Any clean-up of excessive trash left behind will be billed to the group.
9. The facility must be left in the condition it was found. Any repairs required due to damage caused during facility use will be billed to the registered group and may be suspended from future use of facilities.
10. Groups using the auditoriums or stages may not disturb, move or change any of the existing equipment except with the permission of the Director of Building Services and must be done under the supervision of the stage manager or plant manager of the facility.

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1601 East Chestnut Avenue, Santa Ana, CA 92701-6322, (714) 796-9076

### **BOARD OF EDUCATION**

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



# Santa Ana Unified School District

*Facilities & Governmental Relations*  
*Joe Dixon, Assistant Superintendent*

**Richard L. Miller, Ph.D.**  
**Superintendent**

## **Additional Guidelines for Field Use:**

1. Do not attempt to manually bleed sprinkler lines or adjust water schedule. Any broken pipes or sprinkler heads caused by a group will be billed to the users.
2. Groups may mark fields with chalk or sport marking paint - no burning of lines with pesticides is allowed.
3. Playing on wet fields is not permitted. Groups shall call the City of Santa Ana Mud line prior to use during rainy weather. If mud line shows City fields closed, then SAUSD fields are also closed. The Mud line is 714-571-4201.
4. Notify Building Services immediately of any hazardous conditions found on the fields at 714-796-9079.
5. No structures may be erected or assembled on District facilities. No storage of equipment is permitted.
6. Groups using synthetic fields must follow all synthetic field rules and regulations that are posted at the field. Failure to comply with rules and regulations shall result in immediate suspension of use of synthetic fields.
7. When submitting an application for competitions, all groups must be identified on the permit, provide insurance, and be approved by the District prior to use of the field. Violation will be considered subletting of the fields and may result in permits being revoked for all groups.
8. Team credentials must match the group name the Civic Center permit issued. Credentials and permit must be on-site at all times during use.
9. Field user groups having more than one affiliated group are treated as separate groups. Fields cannot be shared between the affiliated groups.

1601 East Chestnut Avenue, Santa Ana, CA 92701-6322, (714) 796-9076

## **BOARD OF EDUCATION**

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



## **Civic Center Facility Use**

### **❖ Civic Center Act: CA Education Code Section 3813**

- Spirit of the law is to ensure that school facilities and fields are available to the public for acceptable use pursuant to Board policies and procedures.
- Allow for school districts to reclaim reasonable costs associated with public use of school facilities.





**Santa Ana**  
Unified School District

## Facility Priority Use As Follows:

- **Group A** : Non-Profit youth with a Valid 501 (c )(3)  
Boy Scouts, Pop Warner, AYSO
- **Group B** : Other Non-Profits  
Churches  
Supervised sports leagues
- **Group C** : Commercial for Profit  
Fees are charged or contributions are solicited



# Santa Ana

Unified School District

## Use of Facilities -

### Basketball - Non Profit Youth (Mendez Intermediate)

	Gym	# Hours Used	Rate per Hour	Rate per Day	Total Cost
<u>Old Rate</u>	Mendez	2	\$ 30.86		\$ 61.72
<u>New Rate</u>	Mendez	2	\$ 11.52		\$ 23.04

	# of DSO		Rate per Hour	Rate per Day	Total Cost
<u>Old Rate</u>	1	2	\$ 45.00	\$ -	\$ 90.00
<u>New Rate</u>	1	2	\$ 45.00	\$ -	\$ 90.00

Total Event Amount Due for Non Profit Youth Gym Use				
<u>Old Rate</u>				\$ 151.72
<u>New Rate</u>				\$ 113.04

Variance (Increase / Decrease) ..... \$ (38.68)



# Santa Ana

Unified School District

## AYSO: Non Profit Youth (McFadden Intermediate School)

	# of Fields to be Used	# Hours Used	Rate per Hour	Rate per Day	Total Cost
<u>Old Rate</u>	2	3		\$ 15.00	\$ 15.00
<u>New Rate</u>	2	3	\$ 1.26		\$ 7.56

	# of Portable Restrooms		Rate per Hour	Rate per Day	Total Cost
<u>Old Rate</u>	1			\$ 40.00	\$ 40.00
<u>New Rate</u>	1			\$ 40.00	\$ 40.00

	Total Event Amount Due for Non Profit Gym Use	
<u>Old Rate</u>		\$ 55.00
<u>New Rate</u>		\$ 47.56

Variance (Increase / Decrease)

\$ (7.44)





# Santa Ana

Unified School District

## Santa Ana Pop Warner: Non Profit Youth Football (Saddleback High School Synthetic)

	# of Fields to be Used	# Hours Used	Rate per Hour	Rate per Day	Total Cost
<u>Old Rate</u>	1	2	\$ 10.43	\$ -	\$ 20.86
<u>New Rate</u>	1	2	\$ 4.02	\$ -	\$ 8.04

	# of Custodian	# Hours Used	Rate per Hour	Rate per Hr	Total Cost
<u>Old Rate</u>	1	2	\$ 45.00	\$ -	\$ 90.00
<u>New Rate</u>	1	2	\$ 45.00	\$ -	\$ 90.00

	# of DSO		Rate per Hour	Rate per Day	Total Cost
<u>Old Rate</u>	1	2	\$ 45.00	\$ -	\$ 90.00
<u>New Rate</u>	1	2	\$ 45.00	\$ -	\$ 90.00

	Total Event Amount Due for Field Use / Custodial / DSO			
<u>Old Rate</u>	\$ 200.86			
<u>New Rate</u>	\$ 188.04			

Variance (Increase / Decrease) ..... \$ (12.82)



# Santa Ana

## Unified School District

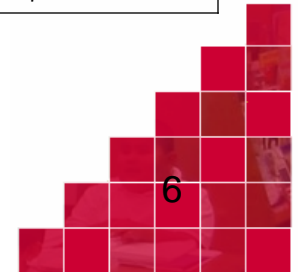
### Newport Church - Non Profit Church (Segerstrom) Morning Session

	Auditorium	# Hours Used	Rate per Hour	Rate per Day	Total Cost
<u>Old Rate</u>	1	6	\$ 37.47	\$ -	\$ 224.82
<u>New Rate</u>	1	6	\$ 51.34	\$ -	\$ 308.04

	Classroom	# Hours Used	Rate per Hour	Rate per Day	Total Cost
<u>Old Rate</u>	3	4.5	\$ 2.59	\$ -	\$ 34.97
<u>New Rate</u>	3	4.5	\$ 3.55	\$ -	\$ 47.93

	Custodial	# Hours Used	Rate per Hour	Rate per Day	Total Cost
<u>Old Rate</u>	1	4	\$ 45.00	\$ -	\$ 180.00
<u>New Rate</u>	1	4	\$ 45.00	\$ -	\$ 180.00

	# of DSO	# Hours Used	Rate per Hour	Rate per Day	Total Cost
<u>Old Rate</u>	1	6	\$ 45.00	\$ -	\$ 270.00
<u>New Rate</u>	1	6	\$ 45.00	\$ -	\$ 270.00





# Santa Ana

## Unified School District

### Newport Church - Non Profit Church (Segerstrom) Evening Session

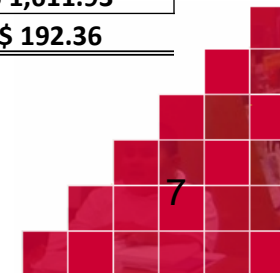
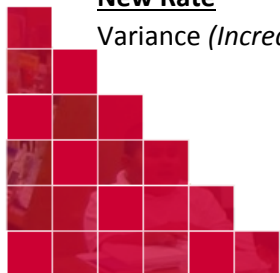
	Auditorium	# Hours Used	Rate per Hour	Rate per Day	Total Cost
<u>Old Rate</u>	1	6	\$ 37.47	\$ -	\$ 224.82
<u>New Rate</u>	1	6	\$ 51.34	\$ -	\$ 308.04

	Classroom	# Hours Used	Rate per Hour	Rate per Day	Total Cost
<u>Old Rate</u>	3	4.5	\$ 2.59	\$ -	\$ 34.97
<u>New Rate</u>	3	4.5	\$ 3.55	\$ -	\$ 47.93

	Custodial	# Hours Used	Rate per Hour	Rate per Day	Total Cost
<u>Old Rate</u>	1	4	\$ 45.00	\$ -	\$ 180.00
<u>New Rate</u>	1	4	\$ 45.00	\$ -	\$ 180.00

	# of DSO	# Hours Used	Rate per Hour	Rate per Day	Total Cost
<u>Old Rate</u>	1	6	\$ 45.00	\$ -	\$ 270.00
<u>New Rate</u>	1	6	\$ 45.00	\$ -	\$ 270.00

Total Event Amount Due for Auditorium / Custodial / DSO					
<u>Old Rate</u>					\$ 1,419.57
<u>New Rate</u>					\$ 1,611.93
Variance (Increase / Decrease)					\$ 192.36





# Santa Ana

Unified School District

## Aztec Soccer League - Adult Soccer - Villa Intermediate

	# of Fields to be Used	# Hours Used	Rate per Hour	Rate per Day	Total Cost
<u>Old Rate</u>	1	9		\$ 228.00	\$ 228.00
<u>New Rate</u>	1	9	\$ 14.00		\$ 126.00

	# of Portable Restrooms		Rate per Hour	Rate per Day	Total Cost
<u>Old Rate</u>	1			\$ 40.00	\$ 40.00
<u>New Rate</u>	1			\$ 40.00	\$ 40.00

Total Event Amount Due for Commercial Adult Soccer Group	
Old Rate	\$ 268.00
New Rate	\$ 166.00

Variance (Increase / Decrease) ..... \$ (102.00)



# Santa Ana

Unified School District

## Orange Regional Baseball League - Adult Baseball (Saddleback)

	# of Fields to be Used	# Hours Used	Rate per Hour	Rate per Day	Total Cost
<u>Old Rate</u>	2	8	\$ 20.00		\$ 320.00
<u>New Rate</u>	2	8	\$ 25.56		\$ 408.96

	# of Portable Restrooms		Rate per Hour	Rate per Day	Total Cost
<u>Old Rate</u>	1			\$ 40.00	\$ 40.00
<u>New Rate</u>	1			\$ 40.00	\$ 40.00

### Total Event Amount Due for Commercial Adult Soccer Group

<u>Old Rate</u>		\$ 360.00
<u>New Rate</u>		\$ 448.96
Variance (Increase / Decrease)		\$ 88.96

**AGENDA ITEM BACKUP SHEET**  
**March 11, 2014**

**Board Meeting**

**TITLE:** Board Reports/Activities

**ITEM:** Reports

**SUBMITTED BY:** Rick Miller, Ph.D., Superintendent

**PREPARED BY:** Rick Miller, Ph.D., Superintendent

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is for the 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.

RM:rr