

*Santa Ana Unified School District
Board of Education*

Board Meeting Agenda

**Tuesday, June 10, 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
JUNE 10, 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 54956.9 (a) (b) (1) and (c):

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

- C. With respect to every item of business to be discussed in Closed Session pursuant to Government Code Section 54957:

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

PUBLIC EMPLOYMENT/TRANSFER – Elementary School Principal(s)

PUBLIC EMPLOYEE APPOINTMENT – Elementary School Principal(s)

- D. With respect to every item of business to be discussed in Closed Session pursuant to Government Code Section 54947.6:

CONFERENCE WITH LABOR NEGOTIATOR:

SAEA, CSEA, CWA, SASPOA
Bargaining Units
Mr. Mark A. McKinney,
District Negotiator

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

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

RECONVENE REGULAR MEETING

6:00 P.M. MEETING

PLEDGE OF ALLEGIANCE

RECOGNITIONS / ACKNOWLEDGMENTS

- Santiago Elementary School (K-8) Student Jakob Thompson Receives Scholarship to the United States Naval Academy Summer Science Technology Engineering Mathematics (STEM) Program
- Simon Scholars Class of 2016
- Santa Ana Public Schools Foundation Make a Difference Grant Program Recipient Eileen Maeda
- Classified Employee of the Month for June 2014, Sandra Gonzalez

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 Special Study Session - May 20, 2014 and Minutes of Special Board Meeting - May 27, 2014
- 1.2 Approval of Extended Field Trip(s) in Accordance with Board Policy (BP) 6153 – School-Sponsored Trips and Administrative Regulation (AR) 6153.1 – Extended School-Sponsored Trips
- 1.3 Ratification of Submission of Brown Rudnick Relationship Grant for the TEACH Academy at Century High School for the 2014-15 School Year
- 1.4 Approval to Renew Contract with Illuminate Education Incorporated for 2014-15 School Year
- 1.5 Approval of Submission of Early Head Start Partnership with Rancho Santiago Community College District Grant Application for 2014-16 Program Years

- 1.6 Approval of Head Start Corrective Action Plan for Period 1, August 1, 2013 through January 31, 2014
- 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 Payment and Reimbursement of Costs Incurred for Designated Instructional Services for Students with Disabilities for 2014-15 School Year
- 1.10 Approval of Memoranda of Understanding for 2014-15 School Year with Capistrano, Garden Grove, Irvine, Newport Mesa, Orange, Placentia-Yorba Linda, Saddleback Valley, and Tustin Unified School Districts for Deaf/Hard of Hearing Students
- 1.11 Approval of California High School Exit Exam Waiver for Students with Disabilities
- 1.12 Ratification of Purchase Order Summary and Listing of Orders \$25,000 and Over for Period of May 14, 2014 through May 27, 2014
- 1.13 Ratification of Expenditure Summary and Warrant Listing for Period of May 14, 2014 through May 27, 2014
- 1.14 Approval/Ratification of Listing of Agreements/Contracts with Santa Ana Unified School District and Various Consultants Submitted for Period of May 14, 2014 through May 27, 2014
- 1.15 Approval of New/Renewal of Membership in Organizations for 2014–15 Fiscal Year
- 1.16 Authorization to Utilize Glendale Unified School District Piggyback Contract with Culver Newlin, Inc., and Virco, Inc., for Purchase of Classroom and Office Furniture Districtwide
- 1.17 Authorization to Obtain Bids for Five-Year Maintenance Service Agreement for Computer Controlled Energy Management and Security System Districtwide
- 1.18 Authorization to Obtain Bids or Request for Proposals for Purchase of Food Products and Supplies for Nutrition Services Department

- 1.19 Approval of Rejection of Government Code §910 and §910.2 Claims Against Santa Ana Unified School District – File Numbers: 14-16178 JT, 14-16309 JT, 14-16409 JT
- 1) Approval of Rejection of Government Code §910 and §910.2 Claim Against Santa Ana Unified School District – File No. 14-16178 JT
 - 2) Approval of Rejection of Government Code §910 and §910.2 Claim Against Santa Ana Unified School District – File No. 14-16309 JT
 - 3) Approval of Rejection of Government Code §910 and §910.2 Claim Against Santa Ana Unified School District – File No. 14-16409 JT
- 1.20 Acceptance of Completion of Contracts for Monte Vista Elementary School Basketball Courts and Wilson Elementary School Heating and Air Conditioning Modernization Project
- 1.21 Approval of the Assignment and Assumption Agreement Assigning the Century High School Portions of the July 1, 2008 Architectural Services Agreement and the July 13, 2013 Century (Non-Solar) Contract from NTD Architecture, Inc. to MVE Institutional, Inc.
- 1.22 Approval of Amendment No. 1 to Agreement for Architectural Services at Century High School
- 1.23 Approval of Personnel Calendar Which Includes the Transitions of Individual Staff Members Including such Topics as: Hiring, Promotions, Transfers, Resignations, Retirements, and Leaves
- 1.24 Acceptance of Gifts in Accordance with Board Policy 3290 – Gifts, Grants, and Bequests

Items removed from Consent Calendar for discussion and separate action:

ANNOUNCEMENT

- The Board will recognize particular personnel and gifts.

PUBLIC HEARINGS

- Conduct a Public Hearing for Consideration of Approval of an Environmental Impact Report, Mitigation Measures, and Statement of Overriding Considerations, and Construction and Operation of the Santa Ana Unified School District Sports Complex
- Conduct a Public Hearing for Consideration of Adoption of 2014-15 Local Control and Accountability Plan
- Conduct a Public Hearing for Consideration of Adoption of 2014-15 Budget

PRESENTATIONS

- Senior Exit Portfolio: An Opportunity to Conduct a Mock Senior Exit Interview by Two Seniors from Century and Segerstrom High Schools
- Presentation of Adoption of 2014-15 Local Control and Accountability Plan
- Presentation of Adoption of 2014-15 Budget

REGULAR AGENDA - ACTION ITEMS

- 2.0 Adoption of Resolution No.13/14-3016 - Approval of the Environmental Impact Report, Mitigation Measures, Statement of Overriding Considerations, and Construction and Operation of the Santa Ana Unified School District Sports Complex Project
- 3.0 Approval of Facilities Agreement with Edward B. Cole Sr. Academy Charter School Under a Proposition 39 Request for the 2014-15 School Year at the Former Grant School Site
- 4.0 Approval to Accept Renewal and Acceptance of 21st Century High School After School Safety and Enrichment for Teens Program Grant for Various High Schools
- 5.0 Approval of Continuing Master Contracts and/or Individual Service Agreements with Nonpublic Schools and Agencies for Students with Disabilities for 2014-15 School Year
- 6.0 Approval of Submission of Developing Knowledge About What Works to Make Schools Safe Grant Application for 2014
- 7.0 Authorization to Renew Contracts Awarded through Request for Proposals or Bid for 2014-15 Fiscal Year
- 8.0 Authorization to Renew Annual Listing of Agreements/Contracts with Santa Ana Unified School District and Various Consultants Submitted for 2014-15 Fiscal Year
- 9.0 Authorization to Award Contracts for Year-One Energy Efficient Related Projects at Harvey, Kennedy, and Monte Vista Elementary Schools Utilizing Proposition 39 Funding
- 10.0 Authorization to Award Contract for Bid Package No. 1 Additional Parking Lots and Site Work at Carver and Washington Elementary Schools
- 11.0 Authorization to Award Contract for Bid Package No. 15 Restrooms at 800 Building at Carr Intermediate School Under Modernization Program

- 12.0 Authorization to Award Contract for Bid Package No. 2 Site Fencing at Lathrop Intermediate School Under Modernization Program
- 13.0 Authorization to Award Contract to Williams Scotsman, Inc. for Lease of Portable Classrooms and Interim Housing Portables Districtwide
- 14.0 Ratification of Collective Bargaining Agreement with California School Employees Association, Chapter 41 for 2013-16 School Years and Approval of Memorandum of Understanding between Santa Ana Unified School District and California School Employees Association, Chapter 41 Related to Health and Welfare Benefits
- 15.0 Approval of Compensation Increase for Management and Confidential Employees not Represented by a Union and District to Cover Increase of Medical Cost for 2014-15 School Year
- 16.0 Affirmation of Request for Waiver of NCLB Requirements through the US Department of Education and through Association with other CORE Districts

BOARD REPORTS

- Board Reports / Activities

ADJOURNMENT

FUTURE MEETING - The next Regular Meeting of the Board of Education will be held on Tuesday, June 24, 2014, at 6:00 p.m.

AGENDA ITEM BACKUP SHEET

June 10, 2014

Board Meeting

TITLE: Santiago Elementary School (K-8) Student Jakob Thompson Receives Scholarship to the United States Naval Academy Summer Science Technology Engineering Mathematics (STEM) Program

ITEM: Recognition

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

PREPARED BY: Deidra Powell, Chief Communications Officer

BACKGROUND INFORMATION:

The purpose of this agenda item is to recognize Santiago Elementary School (K-8) Student Jakob Thompson for receiving a scholarship to the United States Naval Academy Summer Science Technology Engineering Mathematics (STEM) Program.

RATIONALE:

The United States Naval Academy focuses on four areas during the Summer STEM Program: Science, Technology, Engineering, and Mathematics. The program is designed to encourage rising 8th–11th graders to pursue a course of study in engineering and technology throughout high school and college.

FUNDING:

Not Applicable

RECOMMENDATION:

Recognize Santiago Elementary School (K-8) Student Jakob Thompson for receiving a scholarship to the United States Naval Academy Summer Science Technology Engineering Mathematics (STEM) Program.

RLM/dp

AGENDA ITEM BACKUP SHEET
June 10, 2014

Board Meeting

TITLE: Simon Scholars Class of 2016

ITEM: Recognition

SUBMITTED BY: Dawn Miller, Assistant Superintendent, Secondary Education

PREPARED BY: Dawn Miller, Assistant Superintendent, Secondary Education

BACKGROUND INFORMATION:

The purpose of this agenda item is to recognize the Simon Scholars Class of 2016.

RATIONALE:

The acknowledgement will showcase this unique 6-year scholarship program that begins during a student's junior year in high school and continues through four years of college. It is designed to help students facing difficult life and economic circumstances to excel academically and socially so they can successfully complete a four-year degree. Students from Saddleback and Segerstrom high schools will present.

FUNDING:

Not Applicable

RECOMMENDATION:

For informational purposes.

AGENDA ITEM BACKUP SHEET

June 10, 2014

Board Meeting

TITLE: Santa Ana Public Schools Foundation Make a Difference Grant Program Recipient Eileen Maeda

ITEM: Recognition

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

PREPARED BY: Deidra Powell, Chief Communications Officer

BACKGROUND INFORMATION:

The purpose of this agenda item is to recognize Santa Ana Unified School District (SAUSD) Teacher Eileen Maeda for being named a recipient of the Santa Ana Public Schools Foundation Make a Difference Grant Program.

RATIONALE:

SAUSD Teacher Eileen Maeda has received a grant from the Santa Ana Public Schools Foundation to purchase an iPad to utilize in the classroom with her students.

FUNDING:

Not Applicable

RECOMMENDATION:

Recognize SAUSD Teacher Eileen Maeda for being named a recipient of the Santa Ana Public Schools Foundation Make a Difference Grant Program.

RLM/dp

AGENDA ITEM BACKUP SHEET
June 10, 2014

Board Meeting

TITLE: Classified Employee of the Month for June 2014, Sandra Gonzalez

ITEM: Recognition

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

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

BACKGROUND INFORMATION:

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

RATIONALE:

A selection committee, consisting of classified employees, has reviewed nominees and selected the Classified Employee of the Month for June 2014. The members have selected Sandra Gonzalez, School Office Manager, Mitchell Child Development Center.

FUNDING:

Not Applicable

RECOMMENDATION:

Recognize Sandra Gonzalez as Classified Employee of the Month for June 2014.


MAM:nr:ea

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

MINUTES

SPECIAL STUDY SESSION
SANTA ANA BOARD OF EDUCATION

May 20, 2014

CALL TO ORDER

The meeting was called to order at 5:54 p.m. by Board President Yamagata-Noji. Other members in attendance were Mr. Hernández, Mr. Richardson, Mr. Palacio and Ms. Iglesias.

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

PLEDGE OF ALLEGIANCE

The meeting was opened with the Pledge of Allegiance led by Board President, Dr. Yamagata-Noji.

PUBLIC PRESENTATIONS

Dr. Yamagata-Noji asked those wishing to address the Board on matters related to agenda items to step to the lectern. Cecilia Aguinaga addressed the Board related to the Data Presentation on Secondary Schools on the Board Agenda.

PRESENTATIONS

Data Presentation on Secondary Schools

Dr. Yamagata-Noji called Ms. Miller, Assistant Superintendent, Secondary Education to the lectern. Ms. Miller provided information on secondary schools, established foundational understandings, and reviewed academic growth data. Board members had the opportunity to discuss the success, challenges, trends, transitions, and foundational understandings.

ADJOURNMENT

There being no further business to come before the Board, Dr. Yamagata-Noji adjourned the meeting at 8:12 p.m.

The next Regular Meeting will be held on Tuesday, June 10, 2014, at 6:00 p.m.

ATTEST:

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

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

MINUTES

SPECIAL BOARD MEETING
SANTA ANA BOARD OF EDUCATION

May 27, 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. Richardson, and Mr. Palacio.

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

PLEDGE OF ALLEGIANCE

The meeting was opened with the Pledge of Allegiance led by Board Clerk, Mr. Richardson.

Ms. Iglesias arrived during the presentation.

PRESENTATION

University of California, Irvine Saturday Academy of Law Program

Dr. Yamagata-Noji called Ms. Miller, Assistant Superintendent, Secondary Education to the lectern. Ms. Miller introduced Erwin Chemerinsky, Dean and Distinguished Professor of Law, and Raymond Pryke Professor of First Amendment Law, at the University of California, Irvine School of Law, with a joint appointment in Political Science. Dean Chemerinsky addressed the Board about the Saturday Academy of Law Program offered to SAUSD students. The partnership between SAUSD and UCI provides a six-week program, twice a year, in the fall and spring to 9th grade students. The purpose is to teach students freedom of speech and searches and seizures on the First and Fourth Amendment of the U.S. Constitution.

RECESS TO SPORTS RECOGNITION

The Special Board meeting was immediately recessed at 5:40 p.m. to recognize high school sports.

RECONVENE OPEN MEETING

The Special Board meeting reconvened at 6:38 p.m.

RECESS TO CLOSED SESSION

The Special Board meeting was immediately recessed at 6:39 p.m. to consider negotiations.

RECONVENE OPEN MEETING

The Special Board meeting reconvened at 7:12 p.m.

SUPERINTENDENT'S REPORT

Dr. Miller opened his report by mentioning the celebration dinner for the Top 100. He stated that the ROTC had a change in command with Commander Gomez. Superintendent Miller said principals are participating in Principal's Basecamp/Summits and exchanging data impact. After this week, Dr. Miller will have a total of four school site visits remaining. Dr. Miller concluded his remarks by providing an update on the adventures of the Healthnuts and Handlebars fundraiser.

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 to address the Board.

1.0 APPROVAL OF CONSENT CALENDAR

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

- 1.1 Approval of Minutes of Regular Board Meeting - May 13, 2014
- 1.2 Ratification of Purchase Order Summary and Listing of Orders \$25,000 and Over for Period of April 23, 2014 through May 13, 2014
- 1.3 Ratification of Expenditure Summary and Warrant listing for Period of April 23, 2014 through May 13, 2014
- 1.4 Approval/Ratification of Listing of Agreements/Contracts with Santa Ana Unified School District and Various Consultants Submitted for Period of April 23, 2014 through May 13, 2014
- 1.5 Approval of Personnel Calendar

ANNOUNCEMENT

Dr. Yamagata-Noji acknowledged District retirees.

PRESENTATIONS

Update of 2014-15 Preliminary Local Control Accountability Plan

Dr. Yamagata-Noji called Dr. Haglund, Deputy Superintendent, Educational Services to the lectern. He provided the Board with an update on the Local Control Accountability Plan (LCAP) implementation cycle, metrics, and action plans that will drive the LCAP budget process. Dr. Haglund invited Jannelle Kubinec, Director, Comprehensive School Assistance Program with WestEd. She provided details relating to the involvement process, planning, proposed goals and metrics that reflect the Board's priorities. After further Board discussion, Dr. Haglund concluded the presentation by identifying needs and metrics and received Board feedback and acknowledgment on Goal one, two, and three.

Public Disclosure of Tentative Agreement with California School Employees Association, Chapter 41

Dr. Yamagata-Noji called Mr. McKinney, Associate Superintendent, Human Resources to the lectern. He provided the Board with the cost and language that will be reviewed for CSEA Collective Bargaining Tentative Agreement.

REGULAR AGENDA - ACTION ITEMS

- 2.0 RATIFICATION OF COLLECTIVE BARGAINING AGREEMENT WITH SANTA ANA EDUCATORS' ASSOCIATION FOR 2013-16 SCHOOL YEARS AND APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN SANTA ANA UNIFIED SCHOOL DISTRICT AND SANTA ANA EDUCATORS' ASSOCIATION RELATED TO HEALTH AND WELFARE BENEFITS

It was moved by Mr. Palacio, seconded by Mr. Richardson, and carried 4-1, Ms. Iglesias dissenting, to ratify the Collective Bargaining Agreement with the Santa Ana Educators' Association for the 2013-16 school years and approve the Memorandum of Understanding between the Santa Ana Unified School District and the Santa Ana Educators' Association related to health and welfare benefits.

- 3.0 ADOPTION OF RESOLUTION NO. 13/14-3018 - ORDER OF BIENNIAL TRUSTEE ELECTION AND SPECIFICATIONS OF ELECTION ORDER

It was moved by Mr. Richardson, seconded by Mr. Palacio, and carried 5-0, adopt Resolution No. 13/14-3018 - Order of Biennial Trustee Election and Specifications of the Election, calling for the election to be held Tuesday, November 4, 2014.

RECESS TO CLOSED SESSION

The Regular Board meeting was immediately recessed at 9:26 p.m. to consider personnel matters.

RECONVENE OPEN MEETING

The Special Board meeting reconvened at 10:36 p.m.

REPORT OF ACTION TAKEN IN CLOSED SESSION

By a vote of 5-0, the Board took action to approve the reassignment of permanent certificated employee - Employee ID#9228, to a non-management/certificated position, site to be determined, effective July 1, 2014.

Moved:	Yamagata-Noji	_____	Hernández	_____	Richardson	_____	Palacio	<u> X </u>	Iglesias	_____
Seconded:	Yamagata-Noji	_____	Hernández	<u> X </u>	Richardson	_____	Palacio	_____	Iglesias	_____
Ayes:	Yamagata-Noji	<u> X </u>	Hernández	<u> X </u>	Richardson	<u> X </u>	Palacio	<u> X </u>	Iglesias	<u> X </u>
Noes:	Yamagata-Noji	_____	Hernández	_____	Richardson	_____	Palacio	_____	Iglesias	_____
Final Vote:	Ayes	<u> 5 </u>	Noes	<u> 0 </u>	Abstain	_____	Absent	_____		

ADJOURNMENT

There being no further business to come before the Board, Dr. Yamagata-Noji adjourned the meeting at 10:37 p.m.

The next Regular Meeting will be held on Tuesday, June 10, 2014, at 6:00 p.m.

ATTEST:

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

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
 Board Meeting - May 27, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
RETIREMENTS					
Chiara, Celeste	Teacher	King	June 20, 2014		Retirement - 15 years
Crocker, Randy	Teacher	Century	June 20, 2014		Retirement - 21 years
Rajan, Usha	Speech and Language Pathologist	Speech Department	June 20, 2014		Retirement - 6 years
RESIGNATIONS					
Gutierrez, Karina	Teacher	Jefferson	June 20, 2014		Accepted another position - 2 years
Nutter, Tyler	Teacher	Lathrop	July 17, 2014		Accepted another position - 1 year
Valdivia, Yolanda	Teacher	Sierra	June 20, 2014		Moving, Personal - 12 Years
39-MONTH REEMPLOYMENT					
Santoyo, Christina	Speech and Language Pathologist	Speech Department	May 7, 2014	August 7, 2017	

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - May 27, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
RETURNING FROM 39-MONTH REEMPLOYMENT					
Davidson, Charlotte	Teacher	Taft	May 6, 2014		
2014-15 LEAVE (21 duty days or more) - Without Pay and Without Benefits					
Seaver, Alison	Teacher	Pio Pico	August 27, 2014	June 19, 2015	Child Care
CALIFORNIA FAMILY RIGHTS ACT (3 to 20 duty days) - Paid with Benefits					
Decker, Sean	Teacher	Segerstrom	April 14, 2014	April 28, 2014	Statutory
Licudine, Star	Nurse	Pupil Support Services	May 8, 2014	May 23, 2014	Statutory
Rockwell, Bruce	Teacher	Lorin Grisnet	May 28, 2014	June 5, 2014	Statutory
Shelby, Cathy	Teacher	Sepulveda	May 19, 2014	May 30, 2014	Statutory
Skelton, Jennifer	Teacher	Century	April 4, 2014	April 18, 2014	Statutory
CALIFORNIA FAMILY RIGHTS ACT (21 duty days or more) - Paid with Benefits					
		English Learner Programs and Student Achievement	May 16, 2014	June 23, 2014	Statutory
Salafia-Bellomo, Jamie	Curriculum Specialist		April 28, 2014	May 30, 2014	Statutory
Schellinger, Maurya	Teacher	Carver			

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
 Board Meeting - May 27, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
FAMILY CARE AND MEDICAL LEAVE ABSENCE (3 to 20 duty days) - Paid with Benefits					
Decker, Sean	Teacher	Segerstrom	April 14, 2014	April 28, 2014	Statutory
Licudine, Star	Nurse	Pupil Support Services	May 8, 2014	May 23, 2014	Statutory
Nunez, Krista	Psychologist	Psychological Services	May 27, 2014	June 20, 2014	Statutory
Skelton, Jennifer	Teacher	Century	April 4, 2014	April 18, 2014	Statutory
FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Paid with Benefits					
Mejia, Lilia	Teacher	Lowell	May 19, 2014	June 20, 2014	Statutory
Salafia-Bellomo, Jamie	Curriculum Specialist	English Learner Programs and Student Achievement	May 16, 2014	June 23, 2014	Statutory
Schellinger, Maurya	Teacher	Carver	April 28, 2014	May 30, 2014	Statutory
Seibert, Sarah	Teacher	Santiago	May 12, 2014	June 20, 2014	Statutory
EXTENSION ON FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Paid with Benefits					
Cohick, Nancy	Teacher	Taft	April 22, 2014	May 19, 2014	Statutory
Hu, Alejandra	Teacher	Pio Pico	June 7, 2014	June 20, 2014	Statutory
Rockwell, Bruce	Teacher	Lorin Griset	May 28, 2014	June 5, 2014	Statutory
Shelby, Cathy	Teacher	Sepulveda	May 19, 2014	May 30, 2014	Statutory

**Personnel Calendar
Board Meeting - May 27, 2014
CERTIFICATED PERSONNEL CALENDAR**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
CHANGE IN DATE ON FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Paid with Benefits					
Lund, Amber	Teacher	Segerstrom	From May 2, 2014 to April 29, 2014	June 20, 2014	Statutory
EXTRA DUTY 2013-14					
Brambila, Martha	Teacher	McFadden	October 1, 2013	March 3, 2014	Extra Period
CORRECTION ON SPRING SPORTS 2013-14					
Terwilliger, Erik	From Head Coach to Assistant Coach	Valley	2013-14		Softball (Girls)
APPROVAL TO REQUEST WAIVER FOR SPEECH LANGUAGE PATHOLOGY SERVICES FOR SPECIAL EDUCATION 2014-15					
Saenz, Jennifer					
SUBSTITUTES					
Abel, Lauren					
Aguirre, Esther					
Aguirre, Marysol					
Ain, Curtis					
Ari, Deniz					
Ashford, Andrew					

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

**Personnel Calendar
 Board Meeting - May 27, 2014**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
SUBSTITUTES (Continued)					
Au, Janet					
Baran, Joseph					
Braesch, Erika					
Brown, David					
Buehler, Jennifer					
Buenrostro, Edward					
Carpenter, Rory					
Cassidy, Sarah					
Cornett, Sara					
Cunard, Corinne					
Del Pizzo, Colleen					
DeRosa, James Jr.					
Dethlefsen, Sarah					
Diaz, Nicole					
Dolor, Rechelle					
Dominguez, Daniel					
Edwards, Craig					
Ehle, Angelique					
Fernandez, Jesus					
Fuhrman-Dluzak, Sandra					
Gayron, Paul					
Hainey, Ryan					
Hassen, Ramsey					
Hayslette, Lisa					
Henson, Hillary					

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - May 27, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
SUBSTITUTES (Continued)					
Horen, Molly					
Iacobelli, Victoria					
Kim, Angela					
Kim, Jessica					
Koser, Kelly					
Kreher, Rhianna					
Lee, Jeffrey					
Levine, Lee					
Martin, Matthew					
Martinez, Celina					
Martinez, Jorge E.					
McCarthy, Meghan					
Mendez, Judith					
Molina, Cuauhtemoc					
Motooka, Kristen					
Munoz, Liana					
Nettekoven, Jay					
Nguyen, Stacy					
Noh, Jamie					
Orman, Tiffany					
Ortega, Stella					
Peronto, David					
Pierce, Michael					
Reyes, Pedro					
Richgels, Katherine					

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
 Board Meeting - May 27, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
SUBSTITUTES (Continued)					
Rigler, Maryann					
Rodriguez, Ricardo					
Serrato, Diana					
Singh, Bindy					
Steinberg, Matthew					
Tapia, Alejandro					
Thompson, Andrea					
Truong, Jessica					
Urriola Delgado, Dilsa					
Vazquez, Ana					
Villalobos, Erika					
Wali, Samed					
Wenger, Brittany					
Williams, Leigh					
Wilson, Dennis					
RETIRED SUBSTITUTES					
Anderson, Sheryl					
Dempsey, Susan					
Johnson, Georgia					
Ortiz, Janice					
Powers, Nedra					
Smith, Linda					
Vallez, Edmund					

Mark A. McKinney, Associate Superintendent, Human Resources

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - May 27, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
DISABILITY RETIREMENT (Correction)						
De La Riva, Paula	Fd. Svc. Wkr.	Century	June 13, 2014			14 years, 1 month
RESIGNATIONS						
Beltran, Lizette	SSP Sp. Ed.	Century	May 16, 2014			Personal - 3 years, 7 months
McGhee, Nyjis	SSP Sp. Ed.	Lincoln	May 23, 2014			3 months
Puga, Eileen	Fd. Svc. Wkr.	Lathrop	May 9, 2014			Personal - 3 months
ABSENCES (3 to 20 duty days) - Without Pay						
Diaz, Josemar	Custodian	Child Development	April 29, 2014	May 7, 2014		Personal
Lopez, Yuvana	SSP Sp. Ed.	McFadden	May 12, 2014	June 9, 2014		Personal
Morales, Mayra	SSP Sp. Ed.	Sp. Ed.	May 5, 2014	June 2, 2014		Personal
Mungia, Laura	Fd. Svc. Wkr.	Valley	April 14, 2014	May 9, 2014		Personal
FAMILY CARE & MEDICAL LEAVE (3 to 20 duty days) - Paid						
Fournier, Angelica	Sch. Off. Mgr. Elem.	Heroes	June 24, 2014	June 30, 2014		Statutory Leave

Mark A. McKinney, Associate Superintendent, Human Resources

CLASSIFIED PERSONNEL CALENDAR

**Personnel Calendar
 Board Meeting - May 27, 2014**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
FAMILY CARE & MEDICAL LEAVE (3 to 20 duty days) - Paid (Continuation)						
Robledo, Ariadna	Community and Family Outreach Liason	Willard	May 15, 2014	June 12, 2014		Statutory Leave
Talavera, Angelina	Registration & Testing Specialist	RTC	May 7, 2014	May 23, 2014		Statutory Leave
FAMILY CARE & MEDICAL LEAVES (21 duty days or more) - Paid						
Pulido, Daniel	Custodian	Bldg. Svcs.	April 28, 2014	May 20, 2014		Statutory Leave
FAMILY CARE & MEDICAL LEAVE/CFRA (California Family Rights Act) (21 duty days or more) - Paid						
Martinez, Ricardo	Electronic Equipment Technician	Bldg. Svcs.	May 5, 2014	August 10, 2014		Statutory Leave
MILITARY ABSENCES						
Nguyen, Nhonkiet	School Police Officer	School Police	March 6, 2014	March 10, 2014		
Olson, Justin	Alarm Monitor Dispatcher	School Police	March 21, 2014	March 24, 2014		
PROBATIONARY APPOINTMENTS						
Gonzalez, Ricardo	Fd. Svc. Wkr.	Lathrop	May 5, 2014		11/1	

CLASSIFIED PERSONNEL CALENDAR

**Personnel Calendar
 Board Meeting - May 27, 2014**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
PROBATIONARY APPOINTMENTS (Continuation)						
Grubbs, Margaret	Fd. Svc. Wkr.	Esqueda	May 5, 2014		11/1	
PROMOTIONAL APPOINTMENTS						
Garcia, Omar	Buyer	Purchasing Dept.	May 19, 2014		33/5	
Nieto Castorena, Yovani	Storekeeper	Fairview Warehouse	May 12, 2014		28/2	
Quemuel, Geronimo	Storekeeper	Fairview Warehouse	April 26, 2014		28/5	
REASSIGNMENTS						
Calleros, Valerie	Site Clerk	Franklin	May 14, 2014		24/4	From Heninger to Franklin
Nava, Ruby	Instr. Asst. Sev. Dis.	Segerstrom	August 27, 2013		20/6	From Orange County Educational Arts Academy to Segerstrom
Rodriguez, Lurdes	Instr. Asst. Sp. Ed.	Century	May 2, 2014		15/6 + Bil.	From Taft to Century

Mark A. McKinney, Associate Superintendent, Human Resources

CLASSIFIED PERSONNEL CALENDAR

**Personnel Calendar
 Board Meeting - May 27, 2014**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
TEMPORARY ASSIGNMENTS - Out of Class Compensation						
Anaya, Liliana	Fd. Svc. Spvr. Elem.	Nutrition Svcs.	May 5, 2014	June 30, 2014	15/2	
Archilla, Yadira	Sch. Off. Mgr. Elem.	Monroe	May 22, 2014	May 30, 2014	28/3	
Bedolla, Oscar	Plant Custodian HS	Bldg. Svcs.	April 29, 2014	May 9, 2014	35/1	
Mejia, Damacio	Storekeeper	Nutrition Svcs.	April 30, 2014	June 30, 2014	28/6	
ACTIVITY SUPERVISOR						
Guzman De La Cruz, Angela	Activity Supervisor	Esqueda	May 19, 2014		10/1	
SUBSTITUTES						
Barajas, Zulema	Clerical		May 5, 2014		20/1	
Bolourchi, Mahrok	Head Start Teacher		May 6, 2014		\$105	
Godoy, Dulce	Clerical		May 8, 2014		20/1	
Lopez-Ramos, Jazmin	SSP Sp. Ed.		May 6, 2014		19/1	
Zanca, Maryann	Clerical		May 5, 2014		20/1	
ATHLETIC SPECIALIST						
Calvo, Jose	Spring Asst. Football	Godinez	May 28, 2014		\$23.73	
Kitagawa, Adam	Spring Asst. Football	Valley	May 28, 2014		\$23.73	

1 RESOLUTION NO. 13/14-3018

2 BOARD OF EDUCATION

3 SANTA ANA UNIFIED SCHOOL DISTRICT

4 ORANGE COUNTY, CALIFORNIA

5 Order of Biennial Trustee Election and Specifications
6 of the Election Order
7

8 WHEREAS, the election of Governing Board members is ordered by law
9 pursuant to Education Code Section §5000 of the Education Code to fill the
10 office of members whose terms expire on December 5, 2014, next succeeding the
11 election,

12 NOW, THEREFORE, BE IT RESOLVED: that pursuant to the authority of
13 Education Code Sections §5304 and 5322, the County Superintendent of Schools,
14 Orange County, is hereby informed of the specifications of the election order
15 for the forthcoming Biennial Governing Board Election to be held on Tuesday,
16 November 4, 2014.

17 The County Superintendent is further ordered to consolidate this
18 election in accordance with Education Code Sections §5340 and 5342.

19 Upon motion of Member Richardson and duly seconded, the foregoing
20 Resolution was adopted by the following vote:

21 AYES: Audrey Yamagata-Noji, Jose A. Hernandez, Rob Richardson, John
22 Palacio, and Cecilia Iglesias

23 NOES:

24 ABSENT

25
26 STATE OF CALIFORNIA)
27)
28 COUNTY OF ORANGE)
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I, Richard L. Miller, Secretary of the Board of Education of the Santa Ana Unified School District of Orange County, California, hereby certify that the above and foregoing Resolution was duly adopted by the said Board at a regular meeting thereof held on the 27th day of May, 2014, and passed by a vote of 5-0 of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of May, 2014.



Richard L. Miller, Ph.D.
Secretary
Board of Education
Santa Ana Unified School District

AGENDA ITEM BACKUP SHEET
June 10, 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**

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 - June 10, 2014

Date:	Schools/Location:	Funding and Cost:	Student(s):	Staff and Chaperone:
June 20-22, 2014 (Friday - Sunday)	Godinez Fundamental Hugo O' Brian Youth Leadership Conference Chapman University Orange	\$150.00 per Student (s) (cost paid by general funds)	1	1
June 20-22, 2014 (Friday - Sunday)	Valley High School Palm Springs Summer Basketball Tournament Palm Springs High School Palm Springs	\$485.00 per student (s) (cost paid by ASB Basketball)	12	3
June 20-22, 2014 (Friday - Sunday)	Santa Ana High School NJROTC Sailing Academy Fiddlers Cove Marina Coronado	\$160.00 per student (s) (cost paid by NJROTC & students)	2	3
June 20-28, 2014 (Friday - Saturday)	Godinez Fundamental 77 th Annual Boys State Leadership Conference California State University Sacramento	\$400.00 per student (s) (cost paid by general funds)	1	1
June 23-27, 2014 (Monday - Friday)	Century High School 2014 YMCA Youth Institute Wilderness Retreat YMCA High Sierra Camp Mammoth Lakes	\$205.00 per student (s) (cost paid by ASSETS grant & YMCA)	25	2

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

June 23-27, 2014 (Monday - Friday)	Valley High School 2014 YMCA Youth Institute Wilderness Retreat YMCA High Sierra Camp Mammoth Lakes	\$205.00 per student (s) (cost paid by ASSETs grant & YMCA)	25	2
June 30-July 4, 2014 (Monday - Friday)	Santa Ana High School OC Red Cross Camp Camp Cedar Falls Angeles Oaks	\$300.00 per student (s) (cost paid by American Red Cross and students)	4	1
August 12-15, 2014 (Tuesday - Friday)	Century High School ASB Leadership Conference University of California Santa Barbara	\$300.00 per student (s) (cost paid by Title I & fundraising)	44	4
August 12-15, 2014 (Tuesday - Friday)	Godinez Fundamental ASB Leadership Conference University of California Santa Barbara	\$300.00 per student (s) (cost paid by ASB)	34	3
August 12-15, 2014 (Tuesday - Friday)	Middle College High School ASB Leadership Conference University of California Santa Barbara	\$300.00 per student (s) (cost paid by Title I & student donations)	10	2
August 12-15, 2014 (Tuesday - Friday)	Santa Ana High School ASB Leadership Conference University of California Santa Barbara	\$300.00 per student (s) (cost paid by ASB & fundraising)	27	3

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

August 12-15, 2014 (Tuesday - Friday)	Segerstrom High School ASB Leadership Conference University of California Santa Barbara	\$350.00 per student (s) (cost paid by ASB & fundraising)	33	3
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Funding and costs for participation in educational activities related to field trips are in compliance with the ACLU settlement.

Agenda Item Backup Sheet

<u>ITEM:</u>	Request of extended field trip to attend the Hugh O'Brien Youth (HOBY) Leadership Conference at Chapman University in Orange, California. The conference will be June 20-22, 2014.
<u>OVERVIEW:</u>	Godinez Fundamental High School is requesting approval for 1 student to participate in the HOBY Leadership Conference at Chapman University.
<u>RATIONALE:</u>	The HOBY Leadership Conference allows students to organize their leadership talents and apply them in becoming effective, ethical leaders in their home, school, and community. Selected students participate in hands-on leadership activities, meet leaders in their state, and explore their own personal leadership skills while learning how to lead others and make a positive impact in their community.
<u>PARTICIPANTS:</u>	1 student and 1 chaperone (Tisha More – HOBY representative).
<u>COSTS:</u>	\$150.00 per student - To include lodging and meals
<u>FUNDING:</u>	General funds
<u>RECOMMENDATION:</u>	Approve the participation of the Godinez Fundamental High School student to attend the Hugh O'Brien Youth (HOBY) Leadership Conference at Chapman University in Orange, California on June 20-22, 2014

Agenda Item Backup Sheet

- ITEM:** Request of extended field trip for Valley High School students to attend the Palm Springs Summer Basketball Tournament. The extended field trip will be in Palm Springs, CA on June 20-22, 2014.
- OVERVIEW:** Valley High School is requesting Varsity Girls Basketball students to go to Palm Springs High School and compete in the Palm Springs Summer Basketball Tournament.
- RATIONALE:** The Varsity Girls Basketball students will get to visit Palm Springs with teammates and have team-building experiences. Valley High hopes to win the tournament – which will put them one step closer to winning a league championship and qualifying for CIF playoffs.
- PARTICIPANTS:** 12 students and 3 adults (1 certificated and 2 classified).
- COSTS:** \$485.00 - To include lodging, meals, and registration
- FUNDING:** ASB Basketball
- RECOMMENDATION:** Approve the request of the extended field trip for 12 students and 3 adults to attend the Palm Springs Summer Basketball Tournament on June 20-22, 2014.

Agenda Item Backup Sheet

- ITEM:** Request of extended field trip to the NJROTC Sailing Academy. Santa Ana High School is requesting students to participate on the extended field trip at Fiddlers Cove Marina in Coronado, CA on June 20-22, 2014.
- OVERVIEW:** Santa Ana High School is requesting 2 NJROTC cadets to go to Fiddlers Cove Marina and have them participate in the NJROTC Sailing Academy. They have been selected as representatives for the Area Eleven Sailing Academy.
- RATIONALE:** The Sail Academy experience will further their training in areas of leadership, team work, communications, decision making, critical thinking skills, and physical fitness. Classroom training will include theory of sailing parts of a sail boat, seamanship, nautical rules of the road, charting, sail boat racing, and written examinations. On the water skills will include swim/drown-proofing, paddleboat handling (canoes, kayaks, and rubber hard inflatable boats), small sail boat handling, and racing on the 27 foot Catalina sail boat.
- PARTICIPANTS:** 2 cadet students and 3 adults (All certificated: CDR Jim Trotter – Senior Naval Science Instructor at La Habra High School, Master Chief Eddie David – Naval Science Instructor at Lutheran High School, and CDR Don Urquidez – Senior Naval Science Instructor at Reseda High School) along with other various Area Eleven Sail Academy Staff.
- COSTS:** \$160.00 – To include registration fees, lodging, food, Sailing Academy polo shirt and sail pin.
- FUNDING:** NJROTC will pay \$60.00 for each student and the students will pay \$100.00 each.
- RECOMMENDATION:** Approve the request of the extended field trip for 2 Santa Ana High School cadets to attend the NJROTC Sail Academy at Fiddlers Cove Marina in Coronado, CA on June 20-22, 2014.

Agenda Item Backup Sheet

- ITEM:** Request of extended field trip for the 77th Annual Boys State Leadership Conference. A Godinez Fundamental High School student will attend a week-long conference at the California State University (CSU), Sacramento on June 20-28, 2014.
- OVERVIEW:** Godinez Fundamental High School is requesting 1 student to go to the 77th Annual Boys State Leadership Conference on structure and responsibilities of state government.
- RATIONALE:** One exceptional male delegate 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.
- PARTICIPANTS:** 1 student and 1 chaperone (Jess Lawson, conference trip supervisor at Leadership Conference).
- COSTS:** \$400.00 per student - To include lodging, meals, and auto
- FUNDING:** General Funds
- RECOMMENDATION:** Approve the request of the extended field trip for 1 student from Godinez Fundamental High School to go to the 77th Annual Boys State Leadership Conference at California State University, Sacramento on June 20-28, 2014.

Agenda Item Backup Sheet

- ITEM:** Request of extended field trip for the 2014 YMCA Youth Institute Wilderness Retreat. Century High School students will attend a camping retreat at YMCA Camp High Sierra in Mammoth Lakes, CA on June 23-27, 2014.
- OVERVIEW:** Century High School is requesting 25 students, who will be participating in the Youth Institute Program by THINK Together, to go to the 2014 YMCA Youth Institute Wilderness Retreat.
- RATIONALE:** Students will participate in team building activities, hiking, and meeting other groups of students while camping at the YMCA High Sierra Camp.
- PARTICIPANTS:** 25 student and 2 chaperones (1 certificated and 1 classified). YMCA High Sierra will have also have staff at site.
- COSTS:** \$205.00 per student - To include lodging, meals, and auto
- FUNDING:** ASSETs Grant and YMCA
- RECOMMENDATION:** Approve the request of the extended field trip for 25 students from Century High School to go to the 2014 YMCA Youth Institute Wilderness Retreat at YMCA High Sierra Camp in Mammoth Lakes, CA on June 23-27, 2014.

Agenda Item Backup Sheet

- ITEM:** Request of extended field trip for the 2014 YMCA Youth Institute Wilderness Retreat. Valley High School students will attend a camping retreat at YMCA Camp High Sierra in Mammoth Lakes, CA on June 23-27, 2014.
- OVERVIEW:** Valley High School is requesting 25 students, who will be participating in the Youth Institute Program by THINK Together, to go to the 2014 YMCA Youth Institute Wilderness Retreat.
- RATIONALE:** Students will participate in team building activities, hiking, and meeting other groups of students while camping at the YMCA High Sierra Camp.
- PARTICIPANTS:** 25 student and 2 chaperones (1 certificated and 1 classified). YMCA High Sierra will have also have staff at site.
- COSTS:** \$205.00 per student - To include lodging, meals, and auto
- FUNDING:** ASSETs Grant and YMCA
- RECOMMENDATION:** Approve the request of the extended field trip for 25 students from Valley High School to go to the 2014 YMCA Youth Institute Wilderness Retreat at YMCA High Sierra Camp in Mammoth Lakes, CA on June 23-27, 2014.

Agenda Item Backup Sheet

ITEM: Request of extended field trip to the American Red Cross Leadership Development Camp. Santa Ana High School is requesting students to participate in the extended field trip at Camp Cedar Falls in Angeles Oaks, CA on June 30-July 4, 2014.

OVERVIEW: Santa Ana High School is requesting 4 Red Cross Club students to go to Camp Cedar Falls and have the students participate in the American Red Cross Leadership Development Camp.

RATIONALE: Santa Ana High students will get an opportunity to acquire skills in leadership, group participation, networking, and some first aide and other life-saving techniques. These students will return ready to take part in site efforts to improve campus and community safety with awareness.

PARTICIPANTS: 4 students and 1 adult (1 certificated: Sarah Suput, Red Cross Youth Services Personnel).

COSTS: \$300.00 - To include lodging, meals, and mileage for auto

FUNDING: American Red Cross scholarship will pay for 2 students fully and 2 partial. The 2 partial students have paid \$50.00 each.

RECOMMENDATION: Approve the request of the extended field trip for 4 students to attend the American Red Cross Leadership Development Camp at Camp Cedar Falls in Angeles Oaks, CA on June 30-July 4, 2014.

Agenda Item Backup Sheet

- ITEM:** Request of extended field trip to the ASB Leadership Conference. Century High School is requesting students to participate in the extended field trip at the University of California, Santa Barbara on August 12-15, 2014.
- OVERVIEW:** Century High School is requesting 44 students to attend and participate in the ASB Leadership Conference at the University of California, Santa Barbara.
- RATIONALE:** The field trip will provide students the opportunity to attend teambuilding workshops and to learn the fundamentals of their ASB position that will enhance their leadership skills. They will also be able to participate in activities with students from other schools.
- PARTICIPANTS:** 44 students and 4 adults (3 certificated & 1 classified).
- COSTS:** \$300.00 - To include lodging, meals, and mileage for auto
- FUNDING:** Title I and Fundraising
- RECOMMENDATION:** Approve the request of the extended field trip for Century High School ASB students to attend the ASB Leadership Conference in Santa Barbara, CA on August 12-15, 2014.

Agenda Item Backup Sheet

- ITEM:** Request of extended field trip to the ASB Leadership Conference. Godinez Fundamental High School is requesting students to participate in the extended field trip at the University of California, Santa Barbara on August 12-15, 2014.
- OVERVIEW:** Godinez Fundamental High School is requesting 34 students to attend and participate in the ASB Leadership Conference at the University of California, Santa Barbara.
- RATIONALE:** The field trip will provide students the opportunity to attend teambuilding workshops and to learn the fundamentals of their ASB position that will enhance their leadership skills. They will also be able to participate in activities with students from other schools.
- PARTICIPANTS:** 34 students and 3 adults (all certificated).
- COSTS:** \$300.00 - To include lodging, meals, and mileage for auto
- FUNDING:** ASB Funding
- RECOMMENDATION:** Approve the request of the extended field trip for Godinez Fundamental High School ASB students to attend the ASB Leadership Conference in Santa Barbara, CA on August 12-15, 2014.

Agenda Item Backup Sheet

- ITEM:** Request of extended field trip to the ASB Leadership Conference. Middle College High School is requesting students to participate in the extended field trip at the University of California, Santa Barbara on August 12-15, 2014.
- OVERVIEW:** Middle College High School is requesting 10 students to attend and participate in the ASB Leadership Conference at the University of California, Santa Barbara.
- RATIONALE:** The field trip will provide students the opportunity to attend teambuilding workshops and to learn the fundamentals of their ASB position that will enhance their leadership skills. They will also be able to participate in activities with students from other schools.
- PARTICIPANTS:** 10 students and 2 adults (both certificated).
- COSTS:** \$300.00 - To include lodging, meals, and mileage for auto
- FUNDING:** Title I and Student Donations
- RECOMMENDATION:** Approve the request of the extended field trip for Middle College High School ASB students to attend the ASB Leadership Conference in Santa Barbara, CA on August 12-15, 2014.

Agenda Item Backup Sheet

- ITEM:** Request of extended field trip to the ASB Leadership Conference. Santa Ana High School is requesting students to participate in the extended field trip at the University of California, Santa Barbara on August 12-15, 2014.
- OVERVIEW:** Santa Ana High School is requesting 27 students to attend and participate in the ASB Leadership Conference at the University of California, Santa Barbara.
- RATIONALE:** The field trip will provide students the opportunity to attend teambuilding workshops and to learn the fundamentals of their ASB position that will enhance their leadership skills. They will also be able to participate in activities with students from other schools.
- PARTICIPANTS:** 27 students and 3 adults (all certificated).
- COSTS:** \$300.00 - To include lodging, meals, and mileage for auto
- FUNDING:** ASB Funding and Fundraising
- RECOMMENDATION:** Approve the request of the extended field trip for Santa Ana High School ASB students to attend the ASB Leadership Conference in Santa Barbara, CA on August 12-15, 2014.

Agenda Item Backup Sheet

- ITEM:** Request of extended field trip to the ASB Leadership Conference. Segerstrom High School is requesting students to participate in the extended field trip at the University of California, Santa Barbara on August 12-15, 2014.
- OVERVIEW:** Segerstrom High School is requesting 33 students to attend and participate in the ASB Leadership Conference at the University of California, Santa Barbara.
- RATIONALE:** The field trip will provide students the opportunity to attend teambuilding workshops and to learn the fundamentals of their ASB position that will enhance their leadership skills. They will also be able to participate in activities with students from other schools.
- PARTICIPANTS:** 33 students and 3 adults (all certificated).
- COSTS:** \$350.00 - To include lodging, meals, and mileage for auto
- FUNDING:** ASB Funding and Fundraising
- RECOMMENDATION:** Approve the request of the extended field trip for Segerstrom High School ASB students to attend the ASB Leadership Conference in Santa Barbara, CA on August 12-15, 2014.

AGENDA ITEM BACKUP SHEET

June 10, 2014

Board Meeting

TITLE: **Ratification of Submission of Brown Rudnick Relationship Grant for the TEACH Academy at Century High School for the 2014-15 School Year**

ITEM: **Consent**

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

PREPARED BY: **James Oveson, Program Director, TEACH Academy at Century High School**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board ratification to submit a grant application for the Brown Rudnick Relationship Grant for the Teacher Educator Assistance for College and Higher (TEACH) Academy at Century High School for the 2014-15 school year. The grant application must target education programs that serve inner-city youth and seek to establish systemic change.

RATIONALE:

The Brown Rudnick Relationship grants seek to form partnerships in order to enhance the lives and opportunities of economically disadvantaged individuals. The primary arena for the Foundation's efforts is inner-city education.

- Brown Rudnick, LLP is an international law firm that creates partnerships through its charitable foundation arm. The Brown Rudnick Charitable Foundation has recently expanded to include Orange County as part of its jurisdiction.
- The TEACH Academy at Century High School was approached and invited to apply to submit a full proposal based on our work serving the youth and community of Santa Ana.
- The purpose of the grant is to address the educational needs of inner-city youth who are economically disadvantaged and to create systemic change within these communities.
- The TEACH Academy, in partnership with the Dodge Film School at Chapman University, is proposing to use the funds, if awarded, to create a documentary highlighting the needs of TEACH Academy students, how they are served, and the positive impact these students have within our community.

FUNDING:

Brown Rudnick Relationship Grant: \$50,000

RECOMMENDATION:

Ratify the submission of the Brown Rudnick Relationship grant for the Teacher Educator Assistance for College and Higher Academy at Century High School for the 2014-15 school year.

GRANT SUMMARY

Title:	Brown Rudnick Relationship Grant
Funding Source:	Brown Rudnick Charitable Foundation Corporation; an arm of Brown Rudnick LLP, an international law firm.
Due Date:	May 21, 2014
Contact Person:	James Oveson, Program Director, TEACH Academy Century High School
Amount/Duration:	\$50,000 for the 2014-15 program year.
Grade Level/ Target Population:	Grades 10-12
Budget Impact:	None
Indirect Rate:	None
Personnel Impact:	Teach Academy staff is involved in the administration of the grant.
Survey Questions:	<i>None without prior District approval and parent consent</i>
Grant Program Description	
Applicants must be invited to apply for the Brown Rudnick Relationship Grant. If awarded, grant monies must be used in efforts to create systemic change in order to improve and advance the education of inner-city youth who are economically disadvantaged.	
Goals/Objectives:	<p>Goal #1: Distribution and viewings of the film throughout Santa Ana would encourage students to join a program that has proven to help students achieve academic success and significantly contribute to their community</p> <p>Goal #2: The film would encourage other educators to create similar career pathway models that would allow countless other students to benefit from a similar educational program. This goal involves distribution to Teacher Education programs at colleges and universities.</p> <p>Goal #3: The film would highlight an example of success at an inner-city school that is too often defined as “failing” under current education law and help further the conversation of how we define successful vs. failing schools. This goal includes a national community viewing campaign.</p>
Activities:	<p>Production of the film to be followed by a 3 phase distribution:</p> <ol style="list-style-type: none"> 1) Showing of the film to Santa Ana residents to promote the TEACH Academy, Century High School, and the SAUSD. 2) Film distribution to credential programs at colleges and universities to promote the academy model. 3) Distribution for National Community Screening Campaign to help redefine what makes a successful vs. failing school.

AGENDA ITEM BACKUP SHEET
June 10, 2014

Board Meeting

TITLE: Approval to Renew Contract with Illuminate Education Incorporated for 2014-15 School Year

ITEM: Consent

SUBMITTED BY: Michelle Rodriguez, Ed.D., Assistant Superintendent, Elementary Education
Dawn Miller, Assistant Superintendent, Secondary Education

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to renew a contract agreement with Illuminate Education Incorporated for the 2014-15 school year.

RATIONALE:

At its June 11, 2013 Board meeting, the Board approved the agreement with Illuminate Data and Assessment Management System (DnA) to provide reporting tools and graphs that simplify the data analysis process, used to inform and drive classroom instruction. At the same time, DnA is flexible and powerful enough for users to build custom reports that were not possible using previous systems.

FUNDING:

General Fund: \$229,996.00

RECOMMENDATION:

Approve the renewal of a contract agreement with Illuminate Education Incorporated for the 2014-15 school year.

SOFTWARE LICENSE AND SUPPORT AGREEMENT

This Software License and Support Agreement ("**Agreement**") is entered into effective as of July 1, 2014 ("**Effective Date**") by and between Illuminate Education, Inc., a California corporation ("**Illuminate**"), and Santa Ana Unified School District ("**District**").

RECITALS

WHEREAS, District desires to implement a web-based software system for student data and assessment management;

WHEREAS, Illuminate has developed and owns such a system known as the Illuminate Data and Assessment Management System or "DnA" (the "**Software**");

WHEREAS, District desires to license the Software and obtain the services as provided herein.

NOW, THEREFORE, in consideration of the mutual representations, warranties and agreements contained herein, the parties hereto agree as follows:

AGREEMENT

1. Term of Agreement Unless earlier terminated as provided herein, the Term of this Agreement shall be from the Effective Date through **June 30, 2015** (the "Term"). This Agreement shall thereafter automatically renew for additional successive one year periods unless written notice of non-renewal is given by either party to the other at least 60 days prior to the end of the then-current term (each a "Renewal Term" and together with the Initial School Year, the "Term"), unless sooner terminated as provided herein.

2. License of Software to District Subject to the terms of this Agreement, Illuminate hereby grants to District during the term of this Agreement a limited, non-exclusive, non-sublicensable and non-transferrable license to District for District employees, students and their parents or guardians (collectively, "**District** ") to use the Software with respect to each of the District locations listed on Exhibit A hereto. Exhibit A may be amended for future school years to include additional District locations. The District Users may not use the Software other than with respect to the locations set forth on Exhibit A or for other than District operations. So long as GradeCam software for automated grading of multiple choice exams remains available to Illuminate, the Software shall permit District to download, at no additional cost to District, GradeCam's software.

3. Annual Software License Fee District agrees to pay to Illuminate an annual license fee for use of the Software as set forth below.

(a) Initial School Year. A fee of \$4.00 per student (calculated yearly based on previous year **CBEDS**) for the initial school year beginning **July 1, 2014** and continuing through **June 30, 2015**

(b) Subsequent School Years During Initial Term. A fee of \$4.00 per student (calculated yearly based on previous year **CBEDS**) for each school year during the Initial Term after the initial school year, subject to an increase no more often than annually for changes in the cost of living. The estimated annual fees for the Initial Term assuming no change in cost of living and 57,499 students based on **CBEDS** would be as follows:

Year	Product	Fee Structure	Estimate of Annual License Fee
2014-2015	Data and Assessment	\$4.00 per student (57,499 students)	\$229,996.00
2014-2015	Staff Training	0 days in person (\$1,500.00 per day)	\$0.00

(c) Renewal School Years. A fee per student (calculated yearly based on previous year **CBEDS**), for each school year after the Initial Term equal to that generally charged by Illuminate to school District at the time of renewal.

(d) Payment. The annual software license fee for each school year shall be paid within 30 days of receipt of an invoice from Illuminate.

(e) Failure to Make Payment. In the event District fails to pay the annual license fee or other fees due hereunder when due, upon notice from Illuminate, District agrees to immediately cease, and to cause District Users to cease, using the Software and Illuminate will have no further obligation to provide any maintenance or support to District or District Users.

(f) Taxes The fees in this Sections 3 and in Section 5 below do not include sales, use or similar taxes which may be applicable.

4. Ownership of Software Illuminate has and will retain all right, title and interest in the Software and all derivative works, including but not limited to copyrights, patent rights, and trade secrets and all other intellectual property rights as may exist now and/or hereafter come into existence. District shall have no rights in the Software or any derivative works, except the license and related rights expressly set forth in this Agreement. District agrees not to (i) alter, merge, modify, adapt or translate the Software, or decompile, reverse-engineer, disassemble, or otherwise reduce the Software to a human-perceivable form, (ii) sell, rent, lease or sublicense the Software or (iii) modify the Software or create derivative works based upon the Software.

5. Software Implementation, Data Conversion, Hosting and Training Services Illuminate agrees to provide the services associated with the implementation of the Software, data conversion, hosting and training of District employees on the use of the Software as follows:

(a) Task List. A preliminary list of tasks and associated targeted completion dates are set forth on Exhibit "B" attached hereto.

(b) Hosting. The Software and District's data will be hosted on Illuminate's server (included in the annual license fee).

(c) Importing of Data Illuminate will import District's data into the Software within 45 business days after the receipt of useable data.

(d) Initial Training. Illuminate will provide training to District in the basic use of the Software at **\$1,500.00 per day (0 days)**, to be presented as both parties mutually agree. Fees for initial training will be billed by Illuminate in the month following the applicable training. Initial training fees shall be paid within 30 days of receipt of an invoice from Illuminate.

(e) Additional Training and Services. Upon written request and authorization by District, Illuminate will conduct additional training and provide additional services to District. Custom

development shall be at a rate of \$120 per hour. **Training after initial training is exhausted shall be at a rate of \$1,500.00 per day for on-site training and \$500 per day for on-line training.** Fees for additional training will be billed by Illuminate in the month following the applicable training. Fees for such services shall be due and payable within 30 days of receipt of an invoice from Illuminate.

6. Ownership of District Data. District shall retain ownership of all District data imported into the Software. Upon the termination of this Agreement, Illuminate agrees to transfer all District data back to District in an industry standard open format like SQL at no charge.

7. Responsibilities of District District agrees to prepare and furnish to Illuminate upon request such information as is reasonably requested by Illuminate in order for Illuminate to perform its obligations under this Agreement.

8. Illuminate Software Maintenance and Support Illuminate agrees to provide maintenance and support of the Software. Such maintenance and support will include coverage in the form of corrections to remove deficiencies in the Software, as reported to Illuminate; ongoing telephone and e-mail support for questions regarding operations of the Software; incorporate/change the Software as necessary for operation including all upgrades and new features; support to District in resolving problems/errors resulting from misuse or hardware/software failure; regular telephone or web conferences with District to address future growth or modifications to the Software. Maintenance and support of the Software is provided at no additional cost to District.

9. Confidentiality

(a) Confidential Information Defined. Each party (the "**Disclosing Party**") may from time to time during the term of this Agreement disclose to the other party (the "**Receiving Party**") certain information regarding the Disclosing Party's business, including technical, marketing, financial, employee, planning, and other confidential or proprietary information ("**Confidential Information**"). The Software and related know-how, technology, system designs, layouts, software, concepts, techniques, data and files will in all events be considered Confidential Information of Illuminate.

(b) Protection of Confidential Information. The Receiving Party will not use any Confidential Information of the Disclosing Party, except for the purpose of fulfilling its obligations under this Agreement. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. District acknowledges that the Software is maintained as a trade secret by Illuminate, and agrees to use reasonable care in preserving such secrecy, including making such information available only to those District Users required to have access in order to fulfill the purposes of this Agreement.

(c) Exceptions. The Receiving Party's obligations under this section with respect to any Confidential Information of the Disclosing Party will terminate if the Receiving Party can demonstrate that such information: (i) was already known to the Receiving Party at the time of disclosure by the Disclosing Party; (ii) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (iii) is, or through no fault of the Receiving Party has become, generally available to the public; or (iv) is independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is (i) approved in writing by the Disclosing Party, (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection

with a legal proceeding; or (iii) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

(d) Return of Confidential Information. The Receiving Party will either, at its option, return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the Disclosing Party or the expiration or termination of this Agreement, whichever comes first. Upon the written request of the Disclosing Party, the Receiving Party will certify in writing that it has fully complied with its obligations under this Section.

10. Privacy and Collection of Student Data Each of Illuminate and District represents and warrants that it is familiar with the provisions of the Family Educational Rights and Privacy Act ("FERPA") and equivalent state provisions, and it agrees that it will comply with such provisions and take all measures reasonably necessary and consistent with industry standards to protect student data from unauthorized access and/or unauthorized release. In the event that any unauthorized access or release of student data occurs, each party agrees to advise the other immediately of such unauthorized access.

11. Illuminate Warranty

(a) Software Warranty. Illuminate warrants to District that the Software as delivered, will materially comply with the published specifications of Illuminate for such Software. Illuminate's obligations under this warranty are limited to providing District with a copy of corrected Software. Illuminate does not warrant that the operation of the Software will be uninterrupted or error-free. IN PARTICULAR, FOR PURPOSES OF THE FOREGOING WARRANTY, ILLUMINATE AND DISTRICT ACKNOWLEDGE THAT THE SOFTWARE IS NOT AND CANNOT BE MADE TO BE 100% ACCURATE, AND THAT ANY ERRORS OR FAILURE TO PERFORM SHALL NOT BE DEEMED A BREACH OF SUCH WARRANTY UNLESS THEY ARE SIGNIFICANT AND NOT TO BE EXPECTED IN LIGHT OF THE LIMITATIONS OF SOFTWARE OF THIS TYPE.

(b) No Other Warranty. EXCEPT AS EXPRESSLY SET FORTH ABOVE, ILLUMINATE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO ALL TECHNOLOGY, SOFTWARE OR DERIVATIVE WORKS PROVIDED OR OTHERWISE LICENSED TO DISTRICT IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NON-INFRINGEMENT.

12. Indemnification

(a) By Illuminate. Illuminate agrees to defend, indemnify and hold harmless District and its directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim: (i) alleging that the Software infringes or misappropriates the proprietary or intellectual property rights of any third party, except to the extent that such infringement results from District's misuse of or modifications to the Software; (ii) that results from the negligence or intentional misconduct of Illuminate or its employees, agents or servants; or (iii) that results from any breach of any of the representations, warranties or covenants contained herein by Illuminate.

(b) By District. District agrees to defend, indemnify and hold harmless Illuminate and its directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim that results from (i) the negligence or intentional misconduct of District or its employees, agents or servants or (ii) any breach of any of the representations, warranties or covenants contained herein by District.

(c) Indemnification Procedure. The parties' obligation to indemnify is subject to the conditions that the party with the obligation to indemnify ("**Indemnifying Party**") is given prompt notice of any such claims and is given primary control of and all reasonably requested assistance (at the other party's cost) for the defense of such claims (with counsel reasonably satisfactory to the party being indemnified ("**Indemnified Party**"), provided that the Indemnified Party shall under no circumstances be required to admit liability, and provided further that any delay in notification shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that the delay materially impairs its ability to indemnify. Without limiting the foregoing, the Indemnified Party may participate in the defense at its own expense and with its own counsel; provided that if the Indemnified Party reasonably concludes that the Indemnifying Party has conflicting interests or different defenses available with respect to such claim, the reasonable fees and expenses of one counsel to the Indemnified Party shall be borne by the Indemnifying Party. The Indemnifying Party shall not enter into or acquiesce to any settlement containing any admission of or stipulation to any guilt, fault, liability or wrongdoing on the part of the Indemnified Party or which would otherwise adversely affect the Indemnified Party without the Indemnified Party's prior written consent (which shall not be unreasonably withheld). The Indemnifying Party shall keep the Indemnified Party advised of the status of the claims and the defense thereof and shall consider in good faith the recommendations made by the Indemnified Party with respect thereto.

13. Insurance Illuminate agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Illuminate and District against liability or claims of liability which may arise out of this Agreement. Illuminate agrees to maintain workers' compensation insurance as required under applicable law.

14. Taxes District shall be solely responsible and liable for payment of all sales, use, excise, value added or similar taxes, duties or charges imposed by any federal, state or local government or jurisdiction with respect to any fees or other payments to be made by District to Illuminate under this Agreement, excluding taxes based on Illuminate's overall net income. Illuminate is not liable for any taxes, including without limitation income taxes, withholdings, value added, franchise, gross receipts, sales, use, property or similar taxes, duties, levies, fees, excises, or tariffs incurred in connection with such payments. District takes full responsibility for all such taxes, including penalties, interest, and other additions thereon. Illuminate shall pay taxes imposed on its income.

15. Termination

(a) Termination by District. The District may terminate this Agreement without cause prior to the expiration of the Term, effective upon the end of a District fiscal year, by giving Illuminate written notice of its intent to so terminate at least sixty (60) days prior to the end of such District fiscal year.

(b) Termination for Cause. Either party may terminate this Agreement prior to the expiration of the Term, effective immediately upon written notice to the other party, in the event of a material breach of this Agreement by the other party hereto, which breach remains uncured for more than thirty (30) days after written notice thereof. In addition, either party may terminate this Agreement

upon ten (10) days written notice to the other party upon the occurrence of any one or more of the following: (i) the institution by or against the other party of insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of the other party's debts; (ii) the other party making an assignment for the benefit of creditors; or (iii) the other party's dissolution. The foregoing rights to terminate are in addition to, not in lieu of, all other rights and remedies which may be available to either party under this Agreement, at law and/or in equity.

(c) Effect of Termination/Survival. Upon termination or expiration of this Agreement, in addition to Illuminate's obligations with respect to District data set forth in Section 6, each party shall promptly return or destroy the other party's Confidential Information and, if requested, shall promptly certify in writing that all such materials of the requesting party have been returned or destroyed. The obligations in the following Sections will survive any expiration or termination of this Agreement: Sections 4, 6, 9, 10, 11, 12, 14, 15 and 16 and any obligations to pay for license fees, services or training pursuant to Sections 3 or 5 that were earned prior to termination.

16. Miscellaneous

(a) Entire Agreement; Counterparts. This Agreement and the Exhibits hereto contain the entire agreement between the parties with respect to the transactions contemplated hereby and supersedes all prior negotiations, commitments, agreements and understandings between them with respect thereto. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission, or by e-mail delivery of a ".pdf" data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile signature page were an original thereof.

(b) Notices. All notices, requests, demands and consents to be made hereunder to the parties hereto pursuant to this Agreement shall be in writing and shall be sufficiently given if personally delivered, sent by other means of electronic transmission (including electronic mail) or sent by mail, postage prepaid to the party at the following addresses or to such other address as either party may hereafter designate to the other in accordance herewith:

If to Illuminate:

Illuminate Education Inc.
47 Discovery Suite 100
Irvine, California 92618
Attention: Lane Rankin, President
E-mail: lane@illuminateED.com

If to Organization:

Santa Ana Unified School District
1601 East Chestnut Ave
Santa Ana, CA 92701
Attention: Sabina Acevedo
E-mail: Sabina.Acevedo@sausd.us

(c) Assignment; Successors and Assigns. Neither party may assign this Agreement or its obligations

hereunder without the prior written consent of the other party hereto, except that either party may assign this Agreement in connection with a sale of all or substantially all its outstanding equity or assets without the consent of the other party hereto. Subject to the foregoing, this Agreement shall be binding upon, and inure to the benefit of, each of the parties hereto and, except as otherwise expressly provided herein, their respective legal representatives, successors and assigns.

(d) Amendments, Waivers and Severability. Except as otherwise provided herein, this Agreement may be amended, and compliance with any provision of this Agreement may be omitted or waived, only by written agreement duly signed by Illuminate and District. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall not invalidate or render unenforceable the remaining provisions of this Agreement.

(e) Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the substantive laws of the State of California, without regard to its principles of conflicts of laws. In the event of any dispute arising out of or relating to this Agreement, the parties consent to the exclusive jurisdiction of the federal and state courts sitting in Orange County, California for the purposes of resolving said dispute, except for claims for injunctive relief, which may be brought in any venue having jurisdiction over the parties hereto.

(f) Relationship of the Parties. Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties. The relationship between the parties shall at all time be that of independent contractors. Neither party shall have authority to contract for or bind the other in any manner whatsoever. This Agreement confers no rights upon either party except those expressly granted herein.

(g) Interpretation. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

(h) No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(i) Improper Payments. Illuminate warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent or representative of District any cash or noncash gratuity or payment with a view toward securing any business from District or influencing such person with respect to the conditions, or performance of any contracts with or orders from District, including without limitation this Agreement.

(j) Limitation of Liability. In no event shall either party be liable to the other party or to any third party for any incidental, special, indirect, punitive or consequential damages arising out of or relating to this Agreement, even if such party or any of its authorized representatives has been advised of the possibility of such damages. Each party's aggregate liability arising out of or relating to this Agreement for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the fees paid or due payable by District to Illuminate during the preceding twelve months pursuant to this Agreement.

(k) Force Majeure. Neither party shall be liable to the other for any delay or failure to perform due to causes beyond its reasonable control. Performance times shall be considered extended for a

period of time equivalent to time lost because of any such delay by providing prompt written notice of such expected delay to the other party.

ILLUMINATE EDUCATION, INC.

By: _____
Lane Rankin, President

SANTA ANA UNIFIED SCHOOL DISTRICT

By: _____
Print: _____
Its: _____

EXHIBIT A

ORGANIZATION LOCATIONS

Santa Ana Unified School District locations and schools:

EXHIBIT B

TASK LIST

<u>Date</u>	<u>Task</u>
TBD	Initial implementation meeting
TBD	Data conversion and imports
TBD	District begins using Software

AGENDA ITEM BACKUP SHEET
June 10, 2014

Board Meeting

TITLE: Approval of Submission of Early Head Start Partnership with Rancho Santiago Community College District Grant Application for 2014-16 Program Years

ITEM: Consent

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

PREPARED BY: Keely Orlando, Coordinator, Early Childhood Education

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to submit a grant application for the Early Head Start Partnership with Rancho Santiago Community College District (RSCCD) for the 2014-16 program years.

RATIONALE:

The Early Head Start Partnership with RSCCD will expand high quality direct instructional services to existing California School Age Families Education Program (Cal-SAFE) teen parents and their children enrolled in the District child-care centers. RSCCD will provide the following services: health promotion screenings, referral and follow up, oral health, nutrition, mental health, parent education, health and safety, hygiene and sanitation, opportunities for family partnership, family access to needed community resources, and home visits. In addition, the initial budget proposal includes the installation of three new infant/toddler playgrounds for existing Cal-SAFE child-care programs

FUNDING:

Early Head Start Grant: \$492,000 for the 2014-15 program year
\$210,000 for the 2015-16 program year

RECOMMENDATION:

Approve the submission of the Early Head Start Partnership with Rancho Santiago Community College District grant application for the 2014-16 program years.

GRANT SUMMARY

Title:	Early Head Start Partnership with Rancho Santiago Community College District Grant
Funding Source:	Early Head Start Grant
Due Date:	8/5/14
Contact Person:	Keely Orlando, Coordinator, Early Childhood Education
Amount/Duration:	\$492,000 2014-15 Program Year \$210,000 2015-16 Program Year
Grade Level/Target Population:	0-3 years old
Budget Impact:	None
Indirect Rate:	None
Personnel Impact:	Additional staff support in the form of staff development, trainings, and technical assistance will be provided by Early Head Start Rancho Santiago Community College District (RSCCD). Grant funds may be used to hire additional personnel to expand capacity for 0-3 year old child care enrollment for teen parents.
Survey Questions:	<i>None without prior District approval and parent consent</i>
Grant Program Description	
Applicants will partner with grantee RSCCD to provide high quality direct instructional services to existing Cal-SAFE teen parents and their children enrolled in child-care centers. RSCCD will provide push-in services to this population, including health promotion screenings, referral and follow up, oral health, nutrition, mental health, parent education, health and safety, hygiene and sanitation, opportunities for family partnership, family access to needed community resources, and two home visits per year. In addition, the start-up budget proposal includes provision of three new developmentally appropriate infant/toddler playgrounds for existing District Cal-SAFE child-care programs. RSCCD will also provide support in overseeing compliance issues and maintaining Early Head Start performance standards.	
Goals/Objectives:	The goal of the Early Head Start partnership with RSCCD is to support communities in expanding high quality early learning and development opportunities for infants and toddlers. The partnership will accomplish the following goals: <ol style="list-style-type: none"> 1. Enhance and support early learning settings. 2. Provide early, continuous, intensive, and comprehensive child development and family support services that will enhance the physical, social, emotional, and intellectual development of participating children. 3. Prepare children for the transition into preschool. 4. Ensure that children with documented behavioral problems receive appropriate screening and referral. 5. Ensure formal linkages and coordination with other programs in the state and providers of early intervention services. 6. Implement a systematic procedure for transitioning children to preschool.
Activities:	Provide family-centered services for low-income families with very young children, designed to promote the development of children and to enable their parents to fulfill their roles as parents and to move toward self-sufficiency.

AGENDA ITEM BACKUP SHEET
June 10 2014

Board Meeting

TITLE: Approval of Head Start Corrective Action Plan for Period 1, August 1, 2013 through January 31, 2014

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 of the Head Start Corrective Action Plan for Period 1, August 1, 2013 through January 31, 2014, which complies with the federal regulations of the Performance Standards and Head Start Act. The regulations state that corrective action plans and findings must be approved by the Board of Education. The Orange County Head Start, Inc., grantee reviews all program elements for compliance in the following areas: education, health, safety, nutrition, family and community partnerships, program design and management, eligibility, recruitment, selection, enrollment, and attendance (ERSEA).

RATIONALE:

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

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the Head Start Corrective Action Plan for Period 1, August 1, 2013 through January 31, 2014.

**SANTA ANA UNIFIED SCHOOL DISTRICT HEAD START
PERIOD ONE CORRECTIVE ACTION PLAN**

Santa Ana Unified School District _____ August 1, 2013 through January 31, 2014 _____ 2013-14
 Program Name Month Year

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

DISABILITIES & MENTAL HEALTH – No Areas of Non compliance

FAMILY AND COMMUNITY ENGAGEMENT - No Areas of Non compliance

HEALTH/NUTRITION -

HS Regulation Performance Standard Head Start Act	Potential Area of Non-Compliance	Corrective Action Plan	Person(s) Responsible	Completion Target (Date)	Validation Steps	Validation of Completion (Date)
1304.20 (c)(3)	Health Follow-Up: 42 of 128 files reviewed had follow-up concerns Nutrition Follow-Up: 8 of 24 of files reviewed needed follow up for nutrition concerns.	Provide training and technical assistance to the Health Consultant and the Administrative Clerk on how to document information in Child Plus. Identify system weaknesses and monitor to ensure that all follow up is conducted in a timely manner and documented in Child Plus data base system. Community Workers will assist with follow up on health and document concerns in Child Plus.	Head Start Coordinator	June 13, 2014	Training Sign-In Sheets Child Plus Reports	June 13, 2014
CACFP Guidelines	Breakfast did not include all three components	Meet with staff a Food For Thought to discuss menus and compliance issues to make changes for the next year.	Head Start Coordinator	June 13, 2014	Training Sign-In Sheets Child Plus Reports	June 13, 2014

EDUCATION

HS Regulation Performance Standard Head Start Act	Potential Area of Non-Compliance	Corrective Action Plan	Person(s) Responsible	Completion Target (Date)	Validation Steps	Validation of Completion (Date)
NA	Classroom Organization: 5.6389 Instructional Support:	A CLASS Consultant will be hired to monitor and conduct in depth training in the areas of Instructional Support and	Assistant Coordinator of Education and	June 30, 2014	Review training sign-in sheets and	July 1, 2014

	2.6389 Scores are below the national average	Classroom Organization. Assistant Coordinator of Education and Disabilities will provide monitoring and coaching to staff and complete a checklist at the beginning of the school year and the end of the year to identify progress.	Disabilities		CLASS Scores	
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FISCAL

HS Regulation Performance Standard Head Start Act	Potential Area of Non-Compliance	Corrective Action Plan	Person(s) Responsible	Completion Target (Date)	Validation Steps	Validation of Completion (Date)
Federal Regulations (74.34(f)(1)) 45 CFR 92.20(b)(2)	Inventory: Not all required elements were contained on the inventory document. Federal regulations at (74.34(f)(1)) specify, "records shall be maintained accurately for equipment attained with Federal funds and must include, among other things, the following information	Inventory sheets will be reviewed in annual in September by the Fiscal Assistant to insure that all materials are accounted and for and documented on the tracking sheet. Each classroom will inventory items for the classroom at the end of the year and submit the Fiscal Assistant.	Fiscal Assistant	June 30, 2014	Review Inventory sheets for accuracy and completeness	June 30, 2014

MANAGEMENT SYSTEMS

HS Regulation Performance Standard Head Start Act	Potential Area of Non-Compliance	Corrective Action Plan	Person(s) Responsible	Completion Target (Date)	Validation Steps	Validation of Completion (Date)
	Monitoring to ensure corrective action plans are completed in a timely manner.	Health Consultant will complete corrective action plans within 2 weeks of monitoring reports and submit them to the Head Start Coordinator. Plans and documentation will be emailed to the OCHS Grantee	Head Start Coordinator Health Consultant	June 13, 2014	Review Emails Corrective Action Plans and supporting documentation	June 13, 2014

SUPERVISION/CODE OF CONDUCT

HS Regulation Performance Standard Head Start Act	Potential Area of Non-Compliance	Corrective Action Plan	Person(s) Responsible	Completion Target (Date)	Validation Steps	Validation of Completion (Date)
1304.52(g)	3 of 8 Classroom observed staff did not conduct a headcount of the children upon returning inside from outside time	Supervision concerns will be addressed with center staff and a directive memo issued.	Assistant Coordinator of Education and Disabilities	June 13, 2014	Meeting sign-in sheets and a copy of the memo	June 13, 2014

AGENDA ITEM BACKUP SHEET
June 10, 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

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: June 10, 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	314257	Carr/8	C	2A	Community Day Int.	06/10/15
2	304156	Century/10	A, .4	1	Special Education	06/19/14
3	416305	Century/10	C, F	3	Special Education	01/30/15
4	342014	McFadden/7	C	2A	Community Day Int.	06/10/15
5	306172	Santa Ana/11	B	1	Community Day HS	06/19/14
6	322503	Spurgeon/8	C	2	Community Day Int.	01/30/15
7	361454	Washington/4	A, B	2A	County	06/10/15
8	351877	Willard/6	F	1	County	06/19/14
9	346366	Willard/6	F	1	County	06/19/14
10	352262	Willard/6	A, B	2	County	01/30/15

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

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

EXPULSION RECOMMENDATIONS

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

AGENDA ITEM BACKUP SHEET
June 10, 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**

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 \$4,600

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

Board Meeting: June 10, 2014

Student ID#:	Amount:	Expenditure:	Agency:
322949	\$ 4,600	Attorney Fees	Augustin Egelsee, L.L.P.

AGENDA ITEM BACKUP SHEET
June 10, 2014

Board Meeting

TITLE: **Approval of Payment and Reimbursement of Costs Incurred for Designated Instructional Services for Students with Disabilities for 2014-15 School Year**

ITEM: **Consent**

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

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

BACKGROUND INFORMATION:

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

FUNDING:

Special Education: Not to Exceed \$18,200

RECOMMENDATION:

Approve the payment and reimbursement of costs incurred for designated instructional services for students with disabilities for the 2014-15 school year.

Reimbursement of Costs Incurred for Designated Instructional Services for Students with Disabilities for 2014-15 School Year

Board Meeting: June 10, 2014

Student ID#:	Amount:	Expenditure:	Parent of:
301749	\$2,200	Mileage	301749
326331	\$4,500	Mileage	326331
354818	\$1,500	Mileage	354818
177630	\$4,000	Mileage	177630
364984	\$4,000	Mileage	364984

Student ID#:	Amount:	Expenditure:	Agency:
SSID 2049663745	\$2,000	Mileage	Stevens Adult Residential Care Group Home

AGENDA ITEM BACKUP SHEET**June 10, 2014****Board Meeting**

TITLE: Approval of Memoranda of Understanding for 2014-15 School Year with Capistrano, Garden Grove, Irvine, Newport Mesa, Orange, Placentia-Yorba Linda, Saddleback Valley, and Tustin Unified School Districts for Deaf/Hard of Hearing Students

ITEM: Consent

SUBMITTED BY: Doreen Lohnes, Assistant Superintendent, Support Services

PREPARED BY: Doreen Lohnes, Assistant Superintendent, Support Services

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of Memoranda of Understanding (MOU) with Capistrano, Garden Grove, Irvine, Newport Mesa, Orange, Placentia-Yorba Linda, Saddleback Valley, and Tustin Unified School Districts for the 2014-15 school year in order to provide appropriate special education services for those districts' preschool and elementary age students who are deaf or hard of hearing (DHH). The District has provided services to DHH students from other Orange County school districts at the Taft Elementary School DHH Program for more than 30 years without formal agreements. Staff recommends implementing MOUs with all school districts who wish their resident students to attend the Taft DHH Program. Students from other school districts can enter the Taft DHH Program at any time in the school year, and this enrollment will prompt the submission of an MOU to the Board for approval.

RATIONALE:

Approval of these MOUs will provide continuation of services for DHH students from Capistrano, Garden Grove, Irvine, Newport Mesa, Orange, Placentia-Yorba Linda, Saddleback Valley, and Tustin Unified School Districts in the Taft Elementary School DHH Program. The MOUs address services to students in accordance with each student's Individualized Education Program (IEP). In addition, it sets forth the funding and billing formulas and includes other items such as representation at students' IEP meetings, transportation, and appropriate hold harmless provisions. Incoming districts will each pay tuition for their respective students to the District in accordance with the terms of their MOUs for each of its resident students enrolled in the DHH Program at Taft Elementary School.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the Memoranda of Understanding for 2014-15 school year with Capistrano, Garden Grove, Irvine, Newport Mesa, Orange, Placentia-Yorba Linda, Saddleback Valley, and Tustin Unified School Districts for deaf/hard of hearing students.

DISTRICT	AMOUNT PER STUDENT
Capistrano Unified School District	\$40,000
Garden Grove Unified School District	\$40,000
Irvine Unified School District	\$40,000
Newport Mesa Unified School District	\$40,000
Orange Unified School District	\$40,000
Placentia-Yorba Linda Unified School District	\$40,000
Saddleback Valley Unified School District	\$40,000
Tustin Unified School District	\$40,000

MEMORANDUM of UNDERSTANDING BETWEEN
SANTA ANA UNIFIED SCHOOL DISTRICT
AND
SELPA DISTRICT

WHEREAS, Education Code sections 56195 et seq. authorize school districts to provide special education services to students in other districts by organizing Special Education Local Plan Areas (SELPA) and by developing local plans;

WHEREAS, these statutory provisions authorize school districts to provide for a governing structure and any necessary administrative support to implement the local plans, including a system for determining the responsibility of participating agencies for the education of each special education student;

WHEREAS, Education Code section 56195.5 authorizes districts and SELPAs to enter into contracts between school districts to provide for the education of special education students who may reside in other districts;

NOW, THEREFORE, it is hereby agreed by and between the Santa Ana Unified School District (hereinafter referred to as the "Provider District") and the SELPA DISTRICT (hereinafter referred to as the "Sending District") as follows:

1. Basis of Agreement

Pursuant to the authority established in Education Code sections 56195, 56195.1, 56195.3 and 56195.5, the Provider District may provide for the education of individual pupils in special education programs who reside in other districts or counties. Education Code section 46600 shall apply to interdistrict attendance agreements for programs conducted pursuant to this part.

2. Term of Agreement

This Agreement is effective for the period beginning July 1, 2014 through June 30, 2015.

3. Acknowledgment

It is acknowledged that, in accordance with Part 30 of the Education Code, Chapter 7.2, the California State funding formula for special education programs, services and administration generates an entitlement based on the average daily attendance of pupils in the local education agencies that comprise a SELPA.

4. Scope

The Provider shall conduct special education program and services for those eligible pupils of the Sending District referred by their Individual Education Program (IEP) Teams when it is jointly determined by the Sending District and the Provider District that the pupils' educational needs as specified in the IEP can be appropriately met by the programs operated by the Provider District. The Provider District shall maintain and provide special education programs for Sending District pupils during the 2013-14 school year within the administrative parameters established by the Provider District's SELPA. Class size ranges and student-adult ratios shall be maintained in a manner which allows the Provider District to meet the programmatic, health and safety needs of the pupils.

5. Annual and Triennial Reviews

The Sending District shall be notified of annual reviews and may provide a representative who will participate in the development of the IEP. For initial placement, triennial review, or a change in services specified on the current IEP, a Sending District representative who is authorized to approve or disapprove the allocation of specified Sending District resources necessary for the implementation of the IEP shall attend the IEP Meeting.

6. Pupil Count

A count shall be taken of the number of pupils enrolled in the programs as of the first day of each calendar month, July 1, 2014 through June 1, 2014. A pupil shall be counted as "enrolled" on the first day of attendance in the program or fourteen (14) days after the IEP Team has met and an approved IEP has been executed for the educational placement in the SAUSD Program for Deaf and Hard of Hearing Students, whichever occurs sooner. Pupils continuing in the programs from the previous school year shall be counted as "enrolled" on the first school day in September unless written notification of withdrawal is received from either the parent or Sending District. If a continuing pupil has not attended school by the eleventh day of the first school month, the Provider District shall notify the Sending District and a determination shall be made regarding continuing enrollment.

7. Definitions

a. "District Provided Programs" are the special education classes and support services operated by Provider District on behalf of SELPAs and districts in Orange County for special education students residing in their SELPA and district.

b. "Special Education Program Income" shall be defined as the sum of all State and Federal funds generated by or on behalf of pupils transferred to programs operated by the Provider District under this Agreement.

c. "Special Education Program Expenditures" shall include Direct Costs multiplied by an allocation factor of 1.5 cost which includes Support Costs and Indirect Cost.

d. "Average Cost Per Pupil" shall refer to the Special Education Program Expenditures attributable to the program divided by the average number of pupils enrolled during the year.

e. "Average Number of Pupils" shall refer to the total of the number of pupils counted on the first school day of each calendar month divided by the number of calendar months in the period specified.

8. Funding

In consideration of the enrollment of pupils in special education programs conducted by the Provider District, the SELPA and/or the Sending District transferring pupils to the programs operated by the Provider District agree to pay the Provider District the per pupil and shall provide for program funding as follows:

a. The Sending District shall be responsible for the Average Cost per Pupil in Provider District Program Schools multiplied by the average number of pupils enrolled by the Sending District, minus Special Education Program income received by the Provider District for the purpose of educating said pupils including, but not limited to Revenue Limit and Federal I.D.E.A Local Assistance Grant Funds.

b. Special Circumstances Paraeducators- The Sending District shall be responsible for the full cost of additional personnel as specified required for the benefit of and in the IEP for pupils who are residents of the Sending District.

c. The following documents shall be used as a basis for all figures reported:

Monthly Pupil Count
ADA Calculation
Program Cost Report
Program Summary Report
In-House Accounting Reports

d. Income and expenditures shall be listed in accordance with the California School Accounting Manual Standardized Account Code Structure for Special Education as of _____

9. Transportation

The Sending District transporting pupils to the Provider District shall ensure that buses arrive at the school site with sufficient time to unload students prior to the beginning of the instructional day and to load them at the end of the instructional day. Delays requiring either overtime supervision or causing portions of the instructional program to be missed and subsequently made up may result in charges to the Sending District for additional costs incurred by the Provider District.

10. Final Accounting

A final accounting accompanied by completed forms and invoices with appropriate supporting documentation will be sent by the Provider District to Sending District by October 15 of the following year. Corrections to prior year Special Education Program costs resulting from adjustments to income or expenditure calculations shall be credited or billed to the Sending District affected by the correction or adjustments.

11. Projected Enrollment

In order to assist the Provider District in planning for both housing and staffing needs for the programs, Sending District shall submit to the Provider District, in writing, on or before February 15 of each year, the projected number of pupils expected to be transferred to the programs for special education and support services in the following school year. Absent a projection, the number of Sending District pupils reported in the current year December 1 Federal Pupil Count shall be used for staffing and budget planning for the following school year.

12. Program Cost

On or before fifteen days after the release of the May revise each year, the Provider District shall compute the projected Special Education Program Income and Special Education Program Expenditures for the following year with an Average Cost per Pupil for pupils enrolled in SAUSD Program for Deaf and Hard of Hearing Students based on the Projected Enrollment data, and provide it to Sending District's Special Education Department and Business Services Department.

13. No Waiver

The failure of the Provider District in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon such terms or option on any future occasion.

14. Hold Harmless

To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of the Sending District, the Provider District hereby agrees to hold harmless, indemnify and defend the Sending District and its officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with the Provider District's performance of services during the term of this Agreement.

To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of Provider District, the Sending District hereby agrees to hold harmless, indemnify and defend Provider District and its governing board and their officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising directly or indirectly from or connected with the performance of services other than for operations of Provider District during the term of this Agreement.

15. Complete Agreement

This Agreement is the complete Agreement of the parties. Any amendments hereto shall be in writing and shall be dated and executed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

APPROVED BY:

Santa Ana Unified School District
PROVIDER DISTRICT

SELPA DISTRICT
SENDING DISTRICT

BY: _____
(Authorized Agent Signature)

BY: _____
(Authorized Agent Signature)

Stefanie P. Phillips, Ed.D.
(Print Name)

(Print Name)

Deputy Superintendent, Operations, CBO
(Title)

(Title)

DATE: _____

DATE: _____

BOARD APPROVAL: June 10, 2014

BOARD APPROVAL: _____

CWN
SPECIAL ED MOU
3-06
cc: SELPA

AGENDA ITEM BACKUP SHEET**June 10, 2014****Board Meeting**

TITLE: **Approval of California High School Exit Exam Waiver for Students with Disabilities**

ITEM: **Consent**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of a California High School Exit Exam (CAHSEE) waiver for students with disabilities. In accordance with California Education Code Section 60851 (c) and Board Policy 6162 and Administrative Regulation 6162.52, students who have passed one or both sections of CAHSEE with modifications listed on their Individualized Education Programs (IEP) and met other specific requirements are eligible for the local Board waiver.

RATIONALE:

To obtain a waiver, the site principal must certify to the local governing board that an IEP or 504 plan is in place requiring modifications and that sufficient course work in English, language arts, and math related to CAHSEE subject matter is completed or in progress. Principals must submit an individual score report indicating a passing score on CAHSEE while using the modification(s).

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the California High School Exit Exam Waiver for students with disabilities.

CAHSEE Waiver for Students with Disabilities

Board Meeting: June 10, 2014

The Principal has certified eligibility for CAHSEE Waiver for the following students:

<u>Student Name</u>	<u>Waiver Subject</u>	<u>School Site</u>
1. 190646	ELA/Math	Godinez
2. 179820	ELA	Godinez
3. 185573	ELA	Godinez
4. 185095	ELA	Godinez
5. 371417	ELA	Godinez
6. 176505	ELA	Godinez
7. 301203	ELA	Godinez
8. 361001	Math	Lorin Griset
9. 193416	ELA	Lorin Griset
10. 191011	ELA	Santa Ana
11. 315046	ELA/Math	Santa Ana
12. 185304	ELA/Math	Santa Ana
13. 185016	ELA/Math	Santa Ana
14. 181529	ELA/Math	Santa Ana
15. 351423	Math	Santa Ana
16. 301192	ELA/Math	Santa Ana

AGENDA ITEM BACKUP SHEET
June 10, 2014

Board Meeting

TITLE: **Ratification of Purchase Order Summary and Listing of Orders \$25,000 and Over for Period of May 14, 2014 through May 27, 2014**

ITEM: **Consent**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board ratification of the Purchase Order Summary and Listing of Orders \$25,000 and over for the period of May 14, 2014 through May 27, 2014.

RATIONALE:

The Purchase Order Summary consists of all orders created during the period of May 14, 2014 through May 27, 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 May 14, 2014 through May 27, 2014.



Santa Ana Unified School District

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

Richard L. Miller, Ph.D., Superintendent

Date: May 27, 2014
To: Richard L. Miller, Ph.D., Superintendent
From: Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations, CBO
Subject: Purchase Order Summary: From 14-MAY-2014 through 27-MAY-2014

Fund 01 General Fund	\$2,451,257.72
Fund 12 Child Development	\$46,058.94
Fund 13 Cafeteria Fund	\$303,800.78
Fund 14 Deferred Maintenance Fund	\$232,674.98
Fund 25 Capital Facilities Fund	\$29,086.80
Fund 35 County School Facilities Fund	\$584,935.32
Fund 40 Special Reserve Fund	\$556,548.64
Fund 49 Capital Project Fund for Blended Component Units (CFD)	\$27,650.00
Fund 68 Workers' Compensation	\$10,066.62
Grand Total:	\$4,217,636.06

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 14-MAY-2014 through 27-MAY-2014

Page: 1 of 5

PO No.	Vendor			BOA Date
Funding	Description	Location		Amount
290227	INTERCOM CLOCKS & SIGNAL SERVICE			
Ongoing & Major	Maintenance	BUILDING SERVICES		\$39,000.00
Maintenance Account	Contracts Repairs			
290363	GOLD STAR FOODS			
Child Nutrition:	Food Processing	NUTRITION SERVICES		\$34,000.00
School Programs	Charges			
290557	SMITH PIPE AND SUPPLY, INC.			
Unrestricted	Grounds	BUILDING SERVICES		\$25,000.00
Discretionary	Maintenance			
Accounts	Supplies			
Ongoing & Major	Plumbing Supplies	BUILDING SERVICES		\$3,000.00
Maintenance Account				
290644	IRVINE PIPE AND SUPPLY			
Ongoing & Major	Plumbing Supplies	BUILDING SERVICES		\$20,000.00
Maintenance Account				
Deferred	Electrical/	BUILDING SERVICES		\$40,000.00
Maintenance Fund	Electronics Building			
	Maintenance Supplies			
290647	EBERHARD EQUIPMENT			
Ongoing & Major	Equipment	BUILDING SERVICES		\$37,000.00
Maintenance Account	Maintenance			
	Supplies			
290650	5 STAR WHOLESALE ELECTRIC SUPPLY & LIGHTING			
Ongoing & Major	Electrics/	BUILDING SERVICES		\$45,000.00
Maintenance Account	Electronics Building			
	Maintenance Supplies			
Deferred	Electrical/	BUILDING SERVICES		\$20,000.00
Maintenance Fund	Electronics Building			
	Maintenance Supplies			
290765	DEPARTMENT OF JUSTICE ACCOUNTING OFFICE			
Unrestricted	Other Contracts	SCHOOL POLICE		\$62,000.00
Discretionary		SERVICES		
Accounts				
290786	ORANGE COUNTY AUTO PARTS NAPA			
Ongoing & Major	Equipment	BUILDING SERVICES		\$45,000.00
Maintenance Account	Maintenance			
	Supplies			

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

From 14-MAY-2014 through 27-MAY-2014

Page: 2 of 5

PO No.	Vendor			BOA Date
Funding	Description	Location		Amount
290978	ARAMARK UNIFORM SERVICES			
	Ongoing & Major	Housekeeping	BUILDING SERVICES	\$25,000.00
	Maintenance Account	Services All Other		
291413	VISION STAR MEDIA, LLC			
	COPS 2006 Secure	Sub-Agreements for	RISK MANAGEMENT	\$36,600.00
	Our Schools	Services		
	COPS 2006 Secure	Consultants	RISK MANAGEMENT	\$25,000.00
	Our Schools	Instructional		
294234	KEYSTONE UNIFORMS, OC			
	Unrestricted	Uniforms for	SCHOOL POLICE	\$25,550.00
	Discretionary	Personnel/Students	SERVICES	
	Accounts	/etc		
294314	DJ CO OPS			
	Child Nutrition:	Freight-In-Donated	NUTRITION SERVICES	\$80,000.00
	School Programs	Food		
297455	CDW GOVERNMENT, INC.			
	Common Core State	Non-Capitalized	DEPUTY	\$26,632.00
	Standards (CCSS)	Equipment	SUPERINTENDENT'S	
			OFFICE	
298498	CDW GOVERNMENT, INC.			
	Common Core State	Non-Capitalized	DEPUTY	\$31,679.26
	Standards (CCSS)	Equipment	SUPERINTENDENT'S	
			OFFICE	
298889	JOSEPH WALTER ROMBOLD dba CODECHEK			
	Unrestricted	Consultant	BUSINESS SERVICES	\$30,000.00
	Discretionary	Noninstructional	DIVISION	
	Accounts			
299953	FOLLETT SCHOOL SOLUTIONS, INC.			
	Lottery:	Textbooks	STATE TEXTBOOKS	\$28,882.30
	Instructional			
	Materials			
299956	FOLLETT SCHOOL SOLUTIONS, INC.			
	Lottery:	Textbooks	STATE TEXTBOOKS	\$39,457.50
	Instructional			
	Materials			
299959	FOLLETT SCHOOL SOLUTIONS, INC.			
	Lottery:	Textbooks	STATE TEXTBOOKS	\$28,735.45
	Instructional			
	Materials			

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

From 14-MAY-2014 through 27-MAY-2014

Page: 3 of 5

PO No.	Vendor			BOA Date
Funding	Description	Location		Amount
299960	FOLLETT SCHOOL SOLUTIONS, INC. Lottery: Instructional Materials	Textbooks	STATE TEXTBOOKS	\$27,289.25
299965	FOLLETT SCHOOL SOLUTIONS, INC. Lottery: Instructional Materials	Textbooks	STATE TEXTBOOKS	\$28,242.30
299966	FOLLETT SCHOOL SOLUTIONS, INC. Lottery: Instructional Materials	Textbooks	STATE TEXTBOOKS	\$38,210.80
299969	FOLLETT SCHOOL SOLUTIONS, INC. Lottery: Instructional Materials	Textbooks	STATE TEXTBOOKS	\$35,248.50
299972	FOLLETT SCHOOL SOLUTIONS, INC. Lottery: Instructional Materials	Textbooks	STATE TEXTBOOKS	\$28,008.50
300154	APPLE, INC. IASA: Title I Basic Non-Capitalized Grants Low-Income	Equipment	MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	\$26,070.00
300156	IMAGINE LEARNING, INC. IASA: Title I Basic Other Contracts Grants Low-Income		STUDENT ACHIEVEMENT	\$65,736.00
300162	REGENTS OF THE UNIVERSITY OF CALIFORNIA AT IRVINE IASA: Title I Basic Consultant Grants Low-Income Noninstructional		STUDENT ACHIEVEMENT	\$66,000.00
300225	KYA SERVICES, LLC OPSC School Facilities Bond		WILLARD INTERMEDIATE SCHOOL	\$69,455.14
300258	GRAHAM COMPANY A DIVISON OF NA Deferred Maintenance Fund	Maintenance Contracts Repairs	SYSTEMS, INC. BUILDING SERVICES	\$53,165.28
300261	SOUTHLAND INSTRUMENTS, INC. Unrestricted One time Funds	Maintenance Contracts Repairs	SECONDARY DIVISION	\$37,615.00

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

From 14-MAY-2014 through 27-MAY-2014

Page: 4 of 5

PO No.	Vendor			BOA Date
Funding	Description	Location		Amount
300313	EDMOND HEATLEY dba LEADERSHIP	LABORATORY, INC.		
Unrestricted	Consultant	BUSINESS SERVICES		\$28,700.00
Discretionary	Noninstructional	DIVISION		
Accounts				
300314	TANDUS CENTIVA, INC.			
Deferred	Equipment	BUILDING SERVICES		\$42,826.90
Maintenance Fund	Maintenance			
	Supplies			
300460	DEPARTMENT OF GENERAL SERVICES			
Unrestricted	Other Debt Service	REGIONAL		\$251,523.74
Regional	Principal	OCCUPATIONAL		
Occupational		PROGRAM		
Centers/Program				
300461	HORIZONS CONSTRUCTION CO. INT'L, INC.			
OPSC School	Building	GREENVILLE		\$34,000.00
Facilities Bond	Contractor	FUNDAMENTAL		
		ELEMENTARY SCHOOL		
300538	ORANGE COUNTY DEPARTMENT OF EDUCATION			
Special Education	Sub-Agreements for	SPECIAL EDUCATION		\$55,840.00
	Services			
Special Education	Consultants	SPECIAL EDUCATION		\$25,000.00
	Instructional			
300609	NINYO & MOORE GEOTECHNICAL & ENVIROMENTAL SCIENCE			
OPSC School	Building	WILSON ELEMENTARY		\$55,672.00
Facilities Bond	Inspection	SCHOOL		
300616	AT&T DATACOMM, INC. dba AT&T DATACOMM			
OPSC School		DIAMOND ELEMENTARY		\$70,764.18
Facilities Bond		SCHOOL		
300617	GHATAODE BANNON ARCHITECTS, LLP			
Special Reserve	Building Architect	VALLEY HIGH SCHOOL		\$515,555.00
Fund				
Special Reserve	Plans All Other	VALLEY HIGH SCHOOL		\$33,800.00
Fund	Printing, etc.			
300626	AT&T DATACOMM, INC. dba AT&T DATACOMM			
OPSC School		MITCHELL CHILD		\$231,663.25
Facilities Bond		DEVELOPMENT CENTER		
300710	DELL MARKETING, L.P.			
Unrestricted One	Other Equipment	TECHNOLOGY		\$25,124.52
time Funds		INNOVATION SERVICES		

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

From 14-MAY-2014 through 27-MAY-2014

Page: 5 of 5

PO No.	Vendor			BOA Date
Funding	Description	Location		Amount
300711	DELL MARKETING, L.P.			
Unrestricted One time Funds	Replacement of Equipment	TECHNOLOGY INNOVATION SERVICES		\$25,124.52
300712	AT&T DATACOMM, INC. dba AT&T DATACOMM			
Unrestricted One time Funds	Replacement of Equipment	TECHNOLOGY INNOVATION SERVICES		\$88,340.48
300728	E.A.P. TECHNOLOGY, INC.			
Unrestricted Discretionary	Maintenance Contracts Repairs	TECHNOLOGY INNOVATION SERVICES		\$50,975.00

AGENDA ITEM BACKUP SHEET
June 10, 2014

Board Meeting

TITLE: **Ratification of Expenditure Summary and Warrant Listing for Period of May 14, 2014 through May 27, 2014**

ITEM: **Consent**

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

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

BACKGROUND INFORMATION:

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

RATIONALE:

The Expenditure Summary consists of all warrants created during the period of May 14, 2014 through May 27, 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 May 14, 2014 through May 27, 2014.



Santa Ana Unified School District

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

Richard L. Miller, Ph.D., Superintendent

Date: May 27, 2014
To: Richard L. Miller, Ph.D., Superintendent
From: Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations
Subject: Expenditures Summary: From 14-May-2014 through 27-MAY-2014

Fund 01 General Fund	\$2,594,561.89
Fund 09 Charter School Fund	\$380,187.95
Fund 12 Child Development	\$7,218.27
Fund 13 Cafeteria Fund	\$879,682.92
Fund 14 Deferred Maintenance Fund	\$6,643.38
Fund 24 SAUSD GO Bond, 2008 Election, Series A Building Fund	\$5,137.50
Fund 25 Capital Facilities Fund	\$48,130.80
Fund 29 Measure G	\$4,195.00
Fund 35 County School Facilities Fund	\$423,021.19
Fund 40 Special Reserve Fund	\$185,793.26
Fund 49 Capital Project Fund for Blended Component	\$16,300.00
Fund 68 Workers' Compensation	\$121,061.37
Fund 69 Health & Welfare	\$5,319,646.89
Fund 81 Property & Liability	\$467.79
Total Expenditures:	\$9,992,048.21

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

May 14, 2014

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 01 General Fund			
84193478	APPLE, INC.		\$66,681.71
	Common Core State Standards (CCSS)	DEPUTY SUPERINTENDENT'S OFFICE	
	Education Academy [0434] CHS	CENTURY HIGH SCHOOL	
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	STUDENT ACHIEVEMENT	
	Special Education	SPECIAL EDUCATION	
	Unrestricted One-time Funds	HENINGER ELEMENTARY SCHOOL	
84193480	AREY JONES EDUCATIONAL SOLUTIONS		\$30,734.23
	Economic Impact Aid	JACKSON ELEMENTARY SCHOOL	
	Economic Impact Aid-LEP	CENTURY HIGH SCHOOL	
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
	Medi-Cal Billing Option	SPEECH & LANGUAGE	
		TRANSITION PROGRAMS	
	Title III Limited English Proficiency LEP Student Program	ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT	
	Two-Way Digital ITFS Licensee Revenue	TECHNOLOGY	
	Unrestricted Discretionary Accounts	HARVEY ELEMENTARY SCHOOL	
		SCHOOL POLICE SERVICES	
84193691	DURHAM SCHOOL SERVICES, L.P.		\$784,501.77
	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	HOOVER ELEMENTARY SCHOOL	
	Pupil Transportation (7230/7240)	TRANSPORTATION DEPARTMENT	
84193723	WAXIE SANITARY SUPPLY		\$50,292.20
	Fund 01 General Fund	WAREHOUSE AND DELIVERY	
84193821	UNISOURCE WORLDWIDE, INC.		\$25,346.16
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
		WAREHOUSE AND DELIVERY	

SAUSD Board of Education Warrant Listing

May 14, 2014

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84193447	SOUTHERN CALIFORNIA EDISON Unrestricted Discretionary Accounts	DISTRICTWIDE	\$27,191.97

Fund 13 Cafeteria Fund

84193762	THE FRUITGUYS 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	\$27,040.00
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SAUSD Board of Education Warrant Listing

May 14, 2014

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
		PIO PICO ELEMENTARY SCHOOL	
		REMINGTON ELEMENTARY SCHOOL	
		ROMERO-CRUZ ELEMENTARY SCHOOL	
		ROOSEVELT ELEMENTARY SCHOOL	
		SEPULVEDA ELEMENTARY SCHOOL	
		WALKER ELEMENTARY SCHOOL	
		WASHINGTON ELEMENTARY SCHOOL	
		WILSON ELEMENTARY SCHOOL	
84193728	A & R WHOLESALE DISTRIBUTORS		\$54,750.39
	Child Nutrition: School Programs	CHAVEZ CONTINUATION HIGH SCHOOL	
		LORIN GRISET ACADEMY	
		NUTRITION SERVICES	
		SANTA ANA HIGH SCHOOL	
		VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	
84193733	DRIFTWOOD DAIRY		\$59,026.35
	Child Nutrition: School Programs	NUTRITION SERVICES	
84193738	GOLD STAR FOODS		\$45,689.73
	Child Nutrition: School Programs	MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	
		NUTRITION SERVICES	
84193740	GOLD STAR FOODS		\$55,571.61
	Child Nutrition: School Programs	MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	
		NUTRITION SERVICES	
84193742	GOLD STAR FOODS		\$52,705.16
	Child Nutrition: School Programs	NUTRITION SERVICES	
		SANTA ANA HIGH SCHOOL	
		SEGERSTROM HIGH SCHOOL	

SAUSD Board of Education Warrant Listing

May 14, 2014

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84193743	GOLD STAR FOODS Child Nutrition: School Programs	NUTRITION SERVICES	\$39,027.90
84193753	NATIONAL FOOD GROUP, INC. Child Nutrition: School Programs	NUTRITION SERVICES	\$34,214.40
84193751	LOEWY ENTERPRISES, INC. dba SUNRISE PRODUCE Child Nutrition: School Programs	CARR INTERMEDIATE SCHOOL CENTURY HIGH SCHOOL GODINEZ FUNDAMENTAL HIGH SCHOOL LATHROP INTERMEDIATE SCHOOL MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL MCFADDEN INTERMEDIATE SCHOOL MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL NUTRITION SERVICES SANTA ANA HIGH SCHOOL SEGERSTROM HIGH SCHOOL VILLA FUNDAMENTAL INTERMEDIATE SCHOOL WILLARD INTERMEDIATE SCHOOL	\$136,219.77

Fund 25 Capital Facilities Fund

84193767	PACIFIC PLAY SYSTEMS, INC. Fund 25 Capital Facilities Fund	HENINGER ELEMENTARY SCHOOL JEFFERSON ELEMENTARY SCHOOL SEPULVEDA ELEMENTARY SCHOOL	\$45,050.00
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Fund 35 County School Facilities Fund

84193776	WESTLAND HEATING & AIR CONDITIONING, INC. Fund 35 OPSC School Facilities Bond Projects	LATHROP INTERMEDIATE SCHOOL SPURGEON INTERMEDIATE SCHOOL	\$29,176.00
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SAUSD Board of Education Warrant Listing

May 14, 2014

Page 5 of 5

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84193777	WOLVERINE FENCE COMPANY, INC. Fund 35 OPSC School Facilities Bond Projects	CARR INTERMEDIATE SCHOOL SANTA ANA HIGH SCHOOL	\$38,980.00
 Fund 40 Special Reserve Fund			
84193779	HORIZONS CONSTRUCTION CO. INT'L, INC. Fund 40 Valley HS Repair	VALLEY HIGH SCHOOL	\$140,874.07
 Fund 68 Workers' Compensation			
84193780	SANTA ANA UNIFIED SCHOOL DISTRICT WORKERS' COMP. Fund 68 Workers' Compensation	RISK MANAGEMENT	\$118,514.01
 Fund 69 Health & Welfare			
84193782	ALAMEDA COUNTY SCHOOLS INSURANCE GROUP (ACSIG) Health & Welfare - Active Employees Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS DISTRICT EMPLOYEE BENEFITS	\$312,548.94
84193783	BLUE SHIELD OF CALIFORNIA Health & Welfare - Active Employees Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS DISTRICT EMPLOYEE BENEFITS	\$3,156,884.76
84193784	DELTACARE USA Health & Welfare - Active Employees Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS DISTRICT EMPLOYEE BENEFITS	\$45,663.94
84193787	KAISER FOUNDATION HEALTH PLAN Health & Welfare - Active Employees Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS DISTRICT EMPLOYEE BENEFITS	\$1,249,938.18
84193789	VISION SERVICE PLAN Health & Welfare - Active Employees Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS DISTRICT EMPLOYEE BENEFITS	\$38,304.44

Grand Total: \$6,664,927.69

SAUSD Board of Education Warrant Listing

May 21, 2014

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 01 General Fund			
84194010	ORANGE COUNTY DEPARTMENT OF EDUCATION Special Education	SPECIAL EDUCATION	\$45,635.84
84193825	SOUTHERN CALIFORNIA EDISON Unrestricted Discretionary Accounts	DISTRICTWIDE	\$49,098.47
84193830	CUMMING CONSTRUCTION MANAGEMENT, INC. California Clean Energy Jobs Act (Prop 39)	CONSTRUCTION	\$62,520.90
84193852	VISION STAR MEDIA, LLC COPS 2006 Secure Our Schools	RISK MANAGEMENT	\$40,000.00
84193858	APPLE, INC. Economic Impact Aid-LEP	DIAMOND ELEMENTARY SCHOOL	\$30,492.65
		EDISON ELEMENTARY SCHOOL	
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	
	Special Education	SPECIAL EDUCATION	
	Two-Way Digital ITFS Licensee Revenue	TECHNOLOGY	
	Unrestricted Discretionary Accounts	SANTA ANA HIGH SCHOOL	
84193859	AREY JONES EDUCATIONAL SOLUTIONS Economic Impact Aid	JACKSON ELEMENTARY SCHOOL	\$37,213.59
	Economic Impact Aid-LEP	WASHINGTON ELEMENTARY SCHOOL	
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
	Unrestricted Discretionary Accounts	SCHOOL POLICE SERVICES	
	Unrestricted One-time Funds	BUSINESS SERVICES DIVISION	
84193869	GOVCONNECTION Common Core State Standards (CCSS)	DEPUTY SUPERINTENDENT'S OFFICE	\$78,000.00
84193901	UNISOURCE WORLDWIDE, INC. Fund 01 General Fund	PUBLICATIONS	\$33,606.14

SAUSD Board of Education Warrant Listing

May 21, 2014

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84193902	WARE DISPOSAL, INC. Unrestricted Discretionary Accounts	DISTRICTWIDE	\$28,725.03
84193823	CITY OF SANTA ANA Unrestricted Discretionary Accounts	DISTRICTWIDE	\$54,874.96

SAUSD Board of Education Warrant Listing

May 21, 2014

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84194002	U S BANK - CAL CARD		\$126,257.14
	AVID-OCDE Destination Graduation-Interim Schools	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	
	Beginning Teacher-BTSA	STAFF DEVELOPMENT	
	Carol M White PEP Grant	SPECIAL PROJECTS/WELLNESS	
	Child Nutrition: Healthy Active Families	SPECIAL PROJECTS/WELLNESS	
	Donations (Miscellaneous)	DAVIS ELEMENTARY SCHOOL	
		GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	
		LINCOLN ELEMENTARY SCHOOL	
		LOWELL ELEMENTARY SCHOOL	
		MADISON ELEMENTARY SCHOOL	
		REMINGTON ELEMENTARY SCHOOL	
		SANTA ANA HIGH SCHOOL	
		SANTIAGO ELEMENTARY SCHOOL	
		SEGERSTROM HIGH SCHOOL	
	Economic Impact Aid	CARR INTERMEDIATE SCHOOL	
		ESQUEDA ELEMENTARY SCHOOL	
		GARFIELD ELEMENTARY SCHOOL	
		LOWELL ELEMENTARY SCHOOL	
		PIO PICO ELEMENTARY SCHOOL	
		WILLARD INTERMEDIATE SCHOOL	
	Economic Impact Aid-LEP	HEROES ELEMENTARY SCHOOL	
		LOWELL ELEMENTARY SCHOOL	
		MCFADDEN INTERMEDIATE SCHOOL	
		REMINGTON ELEMENTARY SCHOOL	
		SANTA ANA HIGH SCHOOL	
		SANTIAGO ELEMENTARY SCHOOL	
	Education Academy [0434] CHS	CENTURY HIGH SCHOOL	

SAUSD Board of Education Warrant Listing

May 21, 2014

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
	Fundraiser (Non ASB-PTA Deposits)	MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	
		MARTIN ELEMENTARY SCHOOL	
		WALKER ELEMENTARY SCHOOL	
	Head Start	CHILD DEVELOPMENT	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CARR INTERMEDIATE SCHOOL	
		DAVIS ELEMENTARY SCHOOL	
		ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT	
		FREMONT ELEMENTARY SCHOOL	
		HEROES ELEMENTARY SCHOOL	
		JEFFERSON ELEMENTARY SCHOOL	
		MADISON ELEMENTARY SCHOOL	
		MARTIN ELEMENTARY SCHOOL	
		MCFADDEN INTERMEDIATE SCHOOL	
		MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	
		MIDDLE COLLEGE HIGH SCHOOL	
		MONTE VISTA ELEMENTARY SCHOOL	
		ROMERO-CRUZ ELEMENTARY SCHOOL	
		STUDENT ACHIEVEMENT	
		VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	
		WASHINGTON ELEMENTARY SCHOOL	
	Kinder Readiness Program II	EARLY CHILDHOOD EDUCATION	
	LCAP (Local Control & Accountability Plan)	BUILDING SERVICES	
		COMMUNICATIONS OFFICE	
	Medi-Cal Billing Option	PSYCHOLOGICAL SERVICES/APE	
		PUPIL SUPPORT SERVICES	
		SPECIAL EDUCATION	

SAUSD Board of Education Warrant Listing

May 21, 2014

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
	Ongoing & Major Maintenance Account	BUILDING SERVICES	
	QZAB Solar Energy	CENTURY HIGH SCHOOL	
	Recognition Programs	DEPUTY SUPERINTENDENT'S OFFICE	
	S.D. Bechtel, Jr. Foundation	STAFF DEVELOPMENT	
	Special Ed: Early Ed Individuals with Exceptional Needs Infant Program	MITCHELL CHILD DEVELOPMENT CENTER	
	Special Ed: Mental Health Services	MCFADDEN INTERMEDIATE SCHOOL	
	Special Education	KING ELEMENTARY SCHOOL	
		SPECIAL EDUCATION	
		SPEECH & LANGUAGE	
	Title III Limited English Proficiency LEP Student Program	ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT	
	Title II-Part A Improving Teacher Quality	ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT	
		STAFF DEVELOPMENT	
	Two-Way Digital ITFS Licensee Revenue	TECHNOLOGY	
	Unrestricted - CalSafe (6091/6092)	EARLY CHILDHOOD EDUCATION	
	Unrestricted - Community Day Schools (2430)	COMMUNITY DAY HIGH SCHOOL	
	Unrestricted - Regional Occupational Centers/Program (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	
	Unrestricted Discretionary Accounts	BUILDING SERVICES	
		BUSINESS SERVICES DIVISION	
		CARVER ELEMENTARY SCHOOL	
		CENTURY HIGH SCHOOL	
		COMMUNICATIONS OFFICE	
		CONSTRUCTION	
		DEPUTY SUPERINTENDENT'S OFFICE	
		DIAMOND ELEMENTARY SCHOOL	
		FACILITIES/GOVERNMENTAL RELATIONS	
		FRANKLIN ELEMENTARY SCHOOL	

SAUSD Board of Education Warrant Listing

May 21, 2014

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Check #

Vendor

Location

Amount

GARFIELD ELEMENTARY SCHOOL
GODINEZ FUNDAMENTAL HIGH SCHOOL
HUMAN RESOURCES DIVISION
LOWELL ELEMENTARY SCHOOL
MARTIN ELEMENTARY SCHOOL
MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL
PAYROLL DEPARTMENT
PUBLICATIONS
PUPIL SUPPORT SERVICES
PURCHASING DEPARTMENT
REMINGTON ELEMENTARY SCHOOL
ROMERO-CRUZ ELEMENTARY SCHOOL
SADDLEBACK HIGH SCHOOL
SANTA ANA HIGH SCHOOL
SCHOOL POLICE SERVICES
SECONDARY DIVISION
SEGERSTROM HIGH SCHOOL
SIERRA PREPARATORY ACADEMY
SPURGEON INTERMEDIATE SCHOOL
SUPERINTENDENT'S OFFICE
TECHNOLOGY INNOVATION SERVICES
VALLEY HIGH SCHOOL
VILLA FUNDAMENTAL INTERMEDIATE SCHOOL
WAREHOUSE AND DELIVERY
WILLARD INTERMEDIATE SCHOOL
WILSON ELEMENTARY SCHOOL
SECONDARY DIVISION

Unrestricted One-time Funds

SAUSD Board of Education Warrant Listing

May 21, 2014

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84193956	AVID CENTER Economic Impact Aid	CARR INTERMEDIATE SCHOOL CENTURY HIGH SCHOOL ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT GODINEZ FUNDAMENTAL HIGH SCHOOL MCFADDEN INTERMEDIATE SCHOOL MIDDLE COLLEGE HIGH SCHOOL SADDLEBACK HIGH SCHOOL SEGERSTROM HIGH SCHOOL SPURGEON INTERMEDIATE SCHOOL VALLEY HIGH SCHOOL VILLA FUNDAMENTAL INTERMEDIATE SCHOOL WILLARD INTERMEDIATE SCHOOL	\$46,425.00

Fund 09 Charter School Fund

84194012	NOVA ACADEMY EARLY COLLEGE HIGH SCHOOL Fund 09 Charter School Fund	CASH ACCOUNT	\$380,187.95
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Fund 13 Cafeteria Fund

84194013	A & R WHOLESALE DISTRIBUTORS Child Nutrition: School Programs	NUTRITION SERVICES VALLEY HIGH SCHOOL	\$38,173.79
84194014	CALIFORNIA INDUSTRIAL Child Nutrition: School Programs	NUTRITION SERVICES	\$28,498.26
84194019	DRIFTWOOD DAIRY Child Nutrition: School Programs	NUTRITION SERVICES	\$56,781.93

SAUSD Board of Education Warrant Listing

May 21, 2014

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84194023	GOLD STAR FOODS Child Nutrition: School Programs	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL NUTRITION SERVICES SEGERSTROM HIGH SCHOOL VALLEY HIGH SCHOOL	\$34,781.55
84194026	GOLD STAR FOODS Child Nutrition: School Programs	NUTRITION SERVICES VALLEY HIGH SCHOOL	\$27,311.68
84194029	GOLD STAR FOODS Child Nutrition: School Programs	NUTRITION SERVICES SEGERSTROM HIGH SCHOOL SPURGEON INTERMEDIATE SCHOOL	\$26,377.80
Fund 35 County School Facilities Fund			
84194075	BALFOUR BEATTY CONSTRUCTION Fund 35 OPSC School Facilities Bond Projects	MITCHELL CHILD DEVELOPMENT CENTER WILSON ELEMENTARY SCHOOL	\$203,354.00
84194074	BALFOUR BEATTY CONSTRUCTION Fund 35 OPSC School Facilities Bond Projects	GARFIELD ELEMENTARY SCHOOL	\$84,988.73
Fund 69 Health & Welfare			
84194072	SANTA ANA UNIFIED SCHOOL DISTRICT Health & Welfare - Active Employees Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS DISTRICT EMPLOYEE BENEFITS	\$500,000.00
Grand Total:			\$2,013,305.41

AGENDA ITEM BACKUP SHEET
June 10, 2014

Board Meeting

TITLE: **Approval/Ratification of Listing of Agreements/Contracts with Santa Ana Unified School District and Various Consultants Submitted for Period of May 14, 2014 through May 27, 2014**

ITEM: **Consent**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval/ratification of the listing of agreements/contracts with Santa Ana Unified School District and various consultants submitted for the period of May 14, 2014 through May 27, 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 May 14, 2014 through May 27, 2014.

2013-14 LISTING OF CONSULTANTS/CONTRACTED SERVICES
Submitting Division: Educational Services
June 10, 2014

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED	REQ. NO.
1.	Padres Unidos dba Patricia Huerta Ratification	Monroe Elementary: Provided parenting classes on how to identify and respond to early signs of dangerous behavior, and support when facing difficult situations at home.	October 3, 2013 through June 30, 2014		EIA	\$1,500.00	158738
2.	Santa Ana Zoo	Pio Pico Elementary: Will provide a live animal presentation were students will learn about animal behavior.	June 24, 2014		General Fund	\$75.00 \$100.00 \$175.00	161744 161702
3.	Traveling Scientist – Orange County Department of Education Ratification	Wilson Elementary: Provided fifth-grade students with hands-on experience in science in the area of Life Science.	April 17, 2014		General Fund	\$633.00	162631

2013-14 LISTING OF CONSULTANTS/CONTRACTED SERVICES
Submitting Division: Business Services
June 10, 2014

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED	REQ. NO.
4.	Strategic Education Services	Business Operations: Increase to P.O. #291075-1. Will represent District on budget issues before legislative action is taken on an as needed basis.	June 11, 2014 through June 30, 2014		General Fund	\$3,000.00	162795
5.	Peachjar, Inc.	Communications Office: Will provide electronic flyer management system that includes a school-to-parent communication tool for automated distribution of District-approved flyers, and provide storage and management of said flyers in school-specific, web-based folders, that are accessible to parents, school staff, and District staff at no cost to the District.	June 11, 2014 through June 30, 2015		N/A	No cost to the District	N/A

AGENDA ITEM BACKUP SHEET
June 10, 2014

Board Meeting

TITLE: **Approval of New/Renewal of Membership in Organizations for 2014–15 Fiscal Year**

ITEM: **Consent**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the new/renewal of membership in organizations for 2014–15 fiscal year.

RATIONALE:

The District has both new institutional memberships and other memberships that need Board approval. The attached list shows the new/renewal memberships in various organizations and the approximate cost. The cost of membership is already part of the respective department's current budget.

FUNDING:

Various Funds

RECOMMENDATION:

Approve the new/renewal of membership in organizations for 2014–15 fiscal year, and authorize staff to present purchase orders for new/renewals of memberships.

MEMBERSHIPS IN ORGANIZATIONS FOR 2014-15

Organizations	User	Estimated Fee
1. ACSA Orange County District Superintendent's Organization Meetings	Superintendent's Office	\$500
<i>Description:</i> Monthly meetings involving all O.C. Superintendent's and County Superintendent's for the purpose of communication and operational matters.		
2. Asian Pacific Islander School Board Members Association (APISBMA)	Superintendent's Office	\$100
<i>Description:</i> Association is a non-profit organization dedicated to encouraging and supporting thoughtful, systematic and coordinated research, and evaluating and developing appropriate policies and practices to serve the needs of Asian Pacific Islander students and families.		
3. Arts Orange County	Communications Office	\$260
<i>Description:</i> An organization that publishes Imagination Celebration, a publication that promotes SAHS Arts on the Lawn.		
4. Association of California School Administrators (ACSA)	Identified District Administrators	\$8,850
<i>Description:</i> ACSA is an association that provides essential services and benefits tailored to our needs as a school leader. Services provided are as follows: ACSA Alerts, Advocacy, Leadership Magazine, EdCal, Member Rates, Professional Standards, Low Cost Group, Rates, and discounts.		
5. California Association of Directors of Activities (CADA)	High School Activity Directors	\$250 per site
<i>Description:</i> CADA provides the introduction and support to develop an effective Student Council with activities and leadership training. It also provides the opportunity to learn how to run an effective Student Council, create team building, obtain information on legal and legislative issues, and promote student leadership.		
6. California Child Development Administrators Association	Early Childhood	\$250
<i>Description:</i> California Child Development Administrators Association supports leaders and administrators of ALL publicly funded early care and education programs in California. CCDAA is a powerful voice in Sacramento, advocating against budget cuts, sponsoring successful legislation to establish, and making your voice heard regarding legislation time and again.		
7. California's Coalition for Adequate School Housing (CASH)	Facilities	\$671
<i>Description:</i> Coalition of entities for lobbying of State legislation regarding facilities issues.		
8. California's Coalition for Adequate School Housing (CASH) Maintenance Network	Facilities	\$209
<i>Description:</i> C.A.S.H Maintenance Network was formed in 1996 to strengthen maintenance efforts Statewide and to increase public and legislative awareness and funding for school maintenance issues.		
9. California Colleges & University Police Chiefs Association (CCUPCA)	School Police Services	\$50
<i>Description:</i> The non-profit Association is dedicated to promoting and advancing the professional development of higher educational campus safety by acting as a focal point for the exchange of professional ideas and information, and by hosting conferences and training classes.		
10. California Head Start Association (CHSA)	Head Start	\$300
<i>Description:</i> Membership in this organization is beneficial to the District because they provide information and training to our staff regarding issues and changes that directly affect Head Start and State Preschool programs.		
11. California Interscholastic Federation (CIF)	All High School Athletics	\$50 per Sport
<i>Description:</i> This is a requirement for all high schools in the State of California in order to be eligible to participate in any athletic contest.		
12. California Latino School Boards Association (CLSBA)	Superintendent's Office	\$100 each
<i>Description:</i> CLSBA is an organization providing support to school board members and trustees to move forward education policy to increase P-12 student achievement.		
13. California League of High School (CLHS)	All High Schools	\$2,360
<i>Description:</i> This organization provides resources and staff development opportunities that pertain to grades 9-12 education including reduction in conference fees and opportunity to participate in high school grade activities.		

MEMBERSHIPS IN ORGANIZATIONS FOR 2014-15

	Organizations	User	Estimated Fee
14.	California League of Middle Schools (CLMS)	Intermediate Schools	\$2,655
	<i>Description:</i> This organization provides resources and staff development opportunities that pertain to middle grade education reduction in conference fees and the opportunity to participate in a variety of middle grade activities.		
15.	California School Boards Association (CSBA)	Superintendent's Office	\$31,000
	<i>Description:</i> This association is for school board members in California. CSBA provides support and political advocacy for School Board members. The Education Alliance, a subset of CSBA, provides legal service and advice to school board and districts. Superintendent and Board members will receive subscriptions to California School News, California School Magazine, and access to GAMUT. GAMUT is an online policy information service providing school districts resources when updating Board Policies and Administrative Regulations.		
16.	Californians for School Facilities (CSF)	Facilities	\$2,550
	<i>Description:</i> CSF is a coalition of California school districts and business groups working together for federal assistance for school construction. The goal of the coalition is to help California schools get their fair share of federal school construction funds and advocate for more reasonable federal regulations affecting school facilities.		
17.	California School Resource Officers' Association (CSROA)	School Police Services	\$25
	<i>Description:</i> The CSROA is comprised of dedicated peace officers and educators of California who readily commit their experiences, efforts, and knowledge to achieve the common goal of providing all California schools with a safe and healthy learning environment. Members of the CSROA serve California's schools statewide, participating in various community-based prevention efforts and convene with a number of committees dedicated to recognizing the potential in today's youth.		
18.	CalSPRA	Communications Office	\$100
	<i>Description:</i> Provides advice, support and information for school public information office.		
19.	CA Police Chiefs Association (Cal Chiefs)	School Police Services	\$125
	<i>Description:</i> The purpose of the California Police Chiefs' Association is to promote and advance the science and art of police administration and crime prevention: to develop and disseminate professional administrative practices, and to promote their use in the police profession: to foster police cooperation and the exchange of information and experience throughout the State: to bring about recruitment and training in the police profession of qualified persons: to encourage the adherence of all police officers to high professional standards of conduct in the strict compliance with the Law Enforcement Officer's Code of Ethics.		
20.	Coalition for Adequate Funding for Special Education	Support Services	\$1,600
	<i>Description:</i> Coalition in supporting the advocacy efforts for increase funding for special education.		
21.	College Board	All High Schools	\$325
	<i>Description:</i> This organization provides services to comprehensive high schools to help teachers deliver AP courses, to provide counselors and administrators help in understanding and administering SAT and PSAT testing, results and potential, and to develop successful Advanced Placement Program that promote equal access and success for all students.		
22.	Constitutional Rights Foundation (CRF)	Educational Services/All High School	\$350
	<i>Description:</i> Provides the school with access to participate in the Mock Trial Competition and Law Day activities.		
23.	Cooperative Organization for Development of Employee Selection Procedures (CODESP)	Human Resources	\$1,850
	<i>Description:</i> CODESP was established to provide assistance in certificated and classified employment selection procedures. Among the products and services CODESP provides are: testing materials; salary surveys; training; seminars; workshops for personnel employees, job-related selection procedures; analysis and implementation of fair employment regulations and guidelines; access to a clearinghouse of information on testing and selection; access to an established item bank. This membership has benefited the Human Resources Department immensely.		

MEMBERSHIPS IN ORGANIZATIONS FOR 2014-15

Organizations	User	Estimated Fee
24. Council of Great City Schools	Business Services	\$41,281
<i>Description:</i> Membership in this organization exclusively represents the needs of urban public schools and will allow the District to join representatives from 66 other big-city districts who share a wealth of information, combine political influence, and collaborate on issues and challenges facing inner-city schools. Membership includes access to KPI Performance Management System which provides powerful metrics for analysis of District practices and operations compared to the 66-member districts with similar challenges and demographics.		
25. Disaster Preparedness & Recovery Alliance (DPRA)	Risk Management/School Police Services	\$120
<i>Description:</i> The DPRA meets monthly and is supported by members representing small and large businesses, community organizations, municipal agencies, non-profit organizations, universities and schools. The mission of the DPRA is to establish opportunities to network and share information on emergency planning, training and disaster recovery.		
26. FBI National Academy Associates, Inc. (FBINAA)	School Police Services	\$200
<i>Description:</i> The FBI National Academy Associates, Inc.(FBINAA) is an active and healthy organization with nearly 18,000 members worldwide, who are graduates of the FBI National Academy Program. The purpose of the FBINAA is to provide members with continuing education, training, research, and professional development opportunities in law enforcement disciplines which will promote law enforcement cooperation, services, and standards of professional conduct in all levels of law enforcement.		
27. Future Business Leaders of American (FBLA)	Educational Services/Valley H.S.	\$700
<i>Description:</i> Program activities include academic training, career and business education training, academic competition, and academic field trips. The club allows business technology students to visit worksites, compete with fellow FBLA students from other schools, and develop team building skills while teacher the importance of setting and achieving goals.		
28. Golden West League	High School Athletics	\$2,000
<i>Description:</i> League dues required for high schools to participate in sports programs. (Santa Ana and Segerstrom).		
29. International Association of Chiefs of Police (IACP)	School Police Services	\$120
<i>Description:</i> The IACP shall advance professional police services; promote enhanced administrative, technical, and operational police practices; foster cooperation and the exchange of information and experience among police leaders and police organizations of recognized professional and technical standing throughout the world.		
30. International Council for K-12 Online Learning (iNACOL)	Educational Services	\$500
<i>Description:</i> The mission of the International Association for K-12 Online Learning (iNACOL) is to ensure all students have access to a world-class education and quality blended and online learning opportunities that prepare them for a lifetime of success. iNACOL is a non-profit organization focused on research; developing policy for student-centered education to ensure equity and access; developing quality standards for emerging learning models using online, blended, and competency-based education; and supporting the ongoing professional development of classroom, school, district and state leaders for new learning models. The membership dues offset costs relating to 4 staff members and provides discounts for the annual conference.		
31. International Society for Technology in Education	Educational Services	\$1,699
<i>Description:</i> The International Society for Technology in Education (ISTE®) is the premier nonprofit organization serving educators and education leaders committed to empowering connected learners in a connected world. ISTE serves more than 100,000 education stakeholders throughout the world. The membership dues offset costs relating to 16 staff members and provides discounts for the annual technology conference.		
32. Middle College National Consortium	Middle College High School	\$500
<i>Description:</i> Professional development organization for secondary and postsecondary public-sector educators. The Consortium provides ongoing technical assistance and support to both new and established middle college high schools as they implement educational reforms and engage in professional activities designed to help underperforming students meet high academic standards. Member schools participate in a Critical Friends Review every five years, students meet annually to discuss significant issues that affect their lives and communities, and educators meet twice yearly for professional development and assistance.		

MEMBERSHIPS IN ORGANIZATIONS FOR 2014-15

Organizations	User	Estimated Fee
33. National Association for the Education of Young Children	Early Childhood Education	\$200
<i>Description:</i> NAEYC supports our State and affecting early childhood education and many other benefits, helping them become leaders in discussions on many topics, from the development and implementation of quality rating and improvement systems (QRIS) and state-financed prekindergarten programs to the development of comprehensive systems for early childhood education, including integrated professional development systems.		
34. National Association of School Resource Officers' (NASRO)	School Police Services	\$40
<i>Description:</i> The NASRO is the largest school-based police organization in the U.S. with a membership of over 6,000 school police officers. The NASRO provides a vast network of experience and expertise all directed at one goal of providing a safe learning environment for students.		
35. National Association of School Safety and Law Enforcement Officials (NASSLEO)	School Police Services	\$75
<i>Description:</i> The National Association of School Safety and Law Enforcement Officials (NASSLEO) provides unmatched levels of resources to ensure continuous growth for school safety leaders, administrators, and managers. NASSLEO, a non-profit organization, is devoted to a safe learning environment for the K-12 educational systems; provides best practices, networking capabilities and professional development for national and international memberships.		
36. National Center for Education Research & Technology (NCERT)	Superintendent's Office	\$8,650
<i>Description:</i> NCERT provides a highly collegial culture for superintendents that encourages networking, relationship building, mentoring and the sharing of best practices among educational leaders and business practitioners for the the purpose of designing systems to promote educational management and leadership practices resulting in student learning.		
37. National School Public Relations Association (NSPRA)	Communications Office	\$260
<i>Description:</i> The NSPRA is the leader in school communication, providing members with the resources, products, services, and counsel needed to excel in their roles as lead communicators. This organization provides access to collaborate with school communication professionals throughout the country bringing best practices to the District. Templates and sample communication and marketing plans are accessible to members to utilize for their individual districts.		
38. National Notary Association	Business Services/District Office	\$354
<i>Description:</i> Association has unlimited hotline support via the telephone with expert notaries giving advice and answering any question notaries may have. NNA provides professional training programs and online services.		
39. National PTA	Educational Services/All School Sites	\$25
<i>Description:</i> Organizational membership.		
40. Orange County Academic Decathlon	All High Schools/Educational Services	\$500
Students compete with other students in the county and gain considerable growth in their own academic knowledge and discipline.		
41. Orange County Gang Investigators Association (OCGIA)	School Police Services	\$120
<i>Description:</i> The goals of OCGIA are to provide the tools, information, and resources that are needed to effectively suppress, investigate, and prosecute gang participants in a more professional and ethical manner. OCGIA is committed to the education and development of its members in order to better serve the community.		
42. Orange County Hispanic Chamber of Commerce (HCC)	Superintendent's Office	\$250
<i>Description:</i> The goals of OCGIA are to provide the tools, information, and resources that are needed to effectively suppress, investigate, and prosecute gang participants in a more professional and ethical manner. OCGIA is committed to the education and development of its members in order to better serve the community.		
43. Orange County School Board Association (OCSBA)	Superintendent's Office	\$125
<i>Description:</i> The OCSBA promotes cooperation between Districts. It provides an exchange of information on school issues and holds conferences/workshops/seminars for its membership.		

MEMBERSHIPS IN ORGANIZATIONS FOR 2014-15

Organizations	User	Estimated Fee
44. Orange County Special Education Alliance (OCSEA)	Support Services	\$16,846.08
<i>Description:</i> OC Special Education Alliance was established to meet the need for a countywide system that can focus on special education. This includes providing parent education on topics of interest and leadership opportunities for parents to lobby their state representatives regarding special education, with an emphasis on adequate state and federal funding of special education. The Alliance also offers staff development and training to school employees, with a focus on alternative dispute resolution strategies to improve positive communication with parents. In addition, the Alliance oversees the decisions and rulings rendered by administrative agencies, so that proactive measures can be considered when the outcome has a countywide significance or is precedent setting in its implications for all students.		
45. Orange County Training Managers Association	School Police Services	\$70
<i>Description:</i> To professionally and responsibly represent all local law enforcement agencies in matters of training management. This includes a partnership between OCTMA, allied training manager organizations, California Police Officer Standards and Training, Chief's and Sheriff's Organizations, and associations interested in furthering the goals of law enforcement training.		
46. Orange Coast League	High School Athletics	\$2,000
<i>Description:</i> League dues are required for high schools to participate in sports. (Godinez and Saddleback).		
47. Orange League	High School Athletics	\$2,000
<i>Description:</i> League dues are required for high schools to participate in sports. (Century and Valley).		
48. PBS SoCAL/KOCE-TV Foundation	Educational Services/Information Technology	\$59,000
<i>Description:</i> Provides a cost-lowering mechanism by which districts join together to purchase high quality resource media. The consortia offer teachers liberal access to videos and teachers' guides, effective use of television and Discovery Streaming for instruction in the classroom. Copyright and broadcast clearances are included which allows teachers to copy for their own collection and the District to maintain a central video library.		
49. Police Executive Research Forum (PERF)	School Police Services	\$160
<i>Description:</i> The Police Executive Research Forum (PERF), is a non-profit organization that is a police research organization and a provider of management services, technical assistance, and executive-level education to support law enforcement agencies. PERF helps to improve the delivery of police services through the exercise of strong national leadership; public debate of police and criminal justice issues; and research and policy development.		
50. Recording for Blind and Dyslexic	Support Services	\$500
<i>Description:</i> Provides curriculum books on tape for students needing this assistive technology.		
51. Region IX Head Start Association	Head Start/State Pre-School	\$250
<i>Description:</i> Membership in these organizations is beneficial to the District because they provide information and training to our staff regarding issues and changes that directly affect Head Start and State Preschool Programs.		
52. Santa Ana Chamber of Commerce	Superintendent's Office	\$1,595
<i>Description:</i> Provides the District with an ever-increasing number of partnership opportunities. The District does not participate in the SAC-PAC.		
53. School Energy Coalition	Facilities	\$250
<i>Description:</i> Coalition is dedicated to funding for school projects that will reduce energy usage, save money, produce clean renewable power for our students and communities throughout California.		
54. School Services of California (SSC)	Business Services	\$3,000
<i>Description:</i> The District receives ongoing information and advice in all facets of school operation. Primary emphasis is related to legislation and school business functions as they relate to programmatic issues, and collective bargaining.		
55. School Nutrition Association	Nutrition Services	\$2,000
<i>Description:</i> The School Nutrition Association (SNA) is the only professional association dedicated solely to the support and well being of school nutrition professionals in advancing good nutrition for all children.		

MEMBERSHIPS IN ORGANIZATIONS FOR 2014-15

	Organizations	User	Estimated Fee
56.	Special Education Local Plan Area Administrators of California	Support Services	\$600
	<i>Description:</i> The Special Education Local Plan Area (SELPA) Administrators is a State-wide organization that addresses issues related to the implementation of Special Education programs in districts across California. SELPA Administrators meet monthly with State Department of Education officials in Sacramento or San Diego to discuss service delivery, new trends, resolve problems and develop legislation to address Special Education concerns. The member dues offset costs related to hosting ten (10) meetings held during the school year.		
57.	Urban Education Dialogue	Superintendent's Office	\$3,000
	<i>Description:</i> The Urban Education Dialogue brings together superintendents from California urban schools three times a year to share best practices, generate creative ideas, and improve education policy.		
58.	Western Association of Schools & Colleges (WASC)	All High Schools	\$8,000
	<i>Description:</i> Annual membership fees are required to participate in the accreditation process for all high schools.		

AGENDA ITEM BACK-UP SHEET**June 10, 2014****Board Meeting**

TITLE: Authorization to Utilize Glendale Unified School District Piggyback Contract with Culver Newlin, Inc., and Virco, Inc., for Purchase of Classroom and Office Furniture Districtwide

ITEM: Consent

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

PREPARED BY: Jonathan Geiszler, Director, Purchasing and Stores

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to utilize Glendale Unified School District (GUSD) piggyback contract with Culver Newlin, Inc., and Virco, Inc., for the purchase of classroom and office furniture Districtwide. The Orange County Department of Education Legal Services has reviewed and approved the use of this contract.

RATIONALE:

On February 2, 2010, the GUSD entered into piggyback contract No. P-16 09/10, with Culver Newlin, Inc., and Virco, Inc., which grants local government agencies the ability to purchase classroom, and office furniture under their awarded contracts. The contracts also provided that they would continue in effect until termination by the GUSD for a period not to exceed five years, renewable yearly through February 2015.

The District can, without going to bid, utilize such contract pursuant to California Public Contract Code Sections 10298 and 20118. The contract prices offered by Culver Newlin, Inc., and Virco, Inc., have been assessed to be fair, reasonable, and competitive. Staff has determined that it is in the best interest of the District to utilize the contracts awarded to Culver Newlin, Inc., and Virco, Inc., as allowed under contract No. P-16 09/10.

FUNDING:

Various Funds

RECOMMENDATION:

Authorize staff to utilize Glendale Unified School District piggyback contract No. P-16 09/10, awarded to Culver Newlin, Inc., and Virco, Inc., for the purchase of classroom and office furniture Districtwide.

SP:mm

AGENDA ITEM BACKUP SHEET
June 10, 2014

Board Meeting

TITLE: **Authorization to Obtain Bids for Five-Year Maintenance Service Agreement for Computer Controlled Energy Management and Security System Districtwide**

ITEM: **Consent**

SUBMITTED BY: **Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations CBO
Joe Dixon, Assistant Superintendent, Facilities and Governmental Relations**

PREPARED BY: **Jonathan Geiszler, Director, Purchasing and Stores
Dennis Ziegler, Director, Building Services**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to obtain bids for a five-year maintenance service agreement for computer controlled energy management security systems Districtwide.

RATIONALE:

At its June, 23, 2009 meeting, the Board approved a five-year maintenance service agreement with Western Power Systems for computer controlled energy management services and security Districtwide, this contract expires on June 30, 2014. This is a proprietary computer controlled energy management and security system agreement. It is necessary to maintain this system to insure the safety and concerns of the students and staff.

FUNDING:

General Fund: \$190,000.00

RECOMMENDATION:

Authorize staff to obtain bids for a five-year maintenance service agreement for a computer controlled energy management and security system Districtwide.

AGENDA ITEM BACKUP SHEET
June 10, 2014

Board Meeting

TITLE: Authorization to Obtain Bids or Request for Proposals for Purchase of Food Products and Supplies for Nutrition Services Department

ITEM: Consent

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

PREPARED BY: Jonathan Geiszler, Director, Purchasing and Stores
Mark Chavez, Director, Nutrition Services

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to obtain bids or Request for Proposals for the purchase of food products and supplies for the Nutrition Services Department.

RATIONALE:

In anticipation that the District's procurement of food products and supplies for the 2014-15 fiscal year will exceed the Federal small purchase threshold, and to be in compliance with Title 7, Part 210, Subpart E of the Code of Federal Regulations (7CFR.210), stating that school food authorities shall comply with the requirements of 7CFR.3015, 3016, and 3019 as applicable concerning the procurement of supplies, food, equipment and other services with Cafeteria Program funds. Staff will be issuing bids or Request for Proposals for the following items for the upcoming school year:

- Fresh Fruits and Vegetables
- Grocery, canned and non-perishable items
- Kitchen equipment
- Delivery vehicles

FUNDING:

Cafeteria Fund

RECOMMENDATION:

Authorize staff to obtain bids or Request for Proposals for the purchase of food products and supplies for the Nutrition Services Department.

**AGENDA ITEM BACKUP SHEET
June 10, 2014**

Board Meeting

TITLE: Approval of Rejection of Government Code §910 and §910.2 Claims Against Santa Ana Unified School District – File Numbers: 14-16178 JT, 14-16309 JT, 14-16409 JT

ITEM: Consent

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

PREPARED BY: Camille Boden, Executive Director, Risk Management

BACKGROUND INFORMATION:

The purpose of this agenda item is to reject Government Code §910 and §910.2 claims against the District, File Numbers: 14-16178 JT, 14-16309 JT, 14-16409 JT.

DESCRIPTION OF DAMAGE/INJURY:

Various claimant reimbursement requests for personal property damage, property loss, and personal injury.

FUNDING:

Not Applicable

RECOMMENDATION:

Recommend rejection of Government Code §910 and §910.2 claims against the District, File Numbers: 14-16178 JT, 14-16309 JT, 14-16409 JT.

AGENDA ITEM BACKUP SHEET
June 10, 2014

Board Meeting

TITLE: Approval of Rejection of Government Code §910 and §910.2 Claim Against Santa Ana Unified School District – File No. 14-16178 JT

ITEM: Consent

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

PREPARED BY: Camille Boden, Executive Director, Risk Management

BACKGROUND INFORMATION:

The purpose of this agenda item is to reject Government Code §910 and §910.2 claim against the District, File No. 14-16178 JT.

DESCRIPTION OF DAMAGE/INJURY:

Claimant requests reimbursement for personal property damage.

FUNDING:

Not Applicable

RECOMMENDATION:

Recommend rejection of Government Code §910 and §910.2 claim against the District, File No. 14-16178 JT.

AGENDA ITEM BACKUP SHEET
June 10, 2014

Board Meeting

TITLE: Approval of Rejection of Government Code §910 and §910.2 Claim Against Santa Ana Unified School District – File No. 14-16309 JT

ITEM: Consent

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

PREPARED BY: Camille Boden, Executive Director, Risk Management

BACKGROUND INFORMATION:

The purpose of this agenda item is to reject Government Code §910 and §910.2 claim against the District, File No. 14-16309 JT.

DESCRIPTION OF DAMAGE/INJURY:

Claimant requests reimbursement for personal property damage.

FUNDING:

Not Applicable

RECOMMENDATION:

Recommend rejection of Government Code §910 and §910.2 claim against the District, File No. 14-16309 JT.

AGENDA ITEM BACKUP SHEET
June 10, 2014

Board Meeting

TITLE: Approval of Rejection of Government Code §910 and §910.2 Claim Against Santa Ana Unified School District – File No. 14-16409 JT

ITEM: Consent

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

PREPARED BY: Camille Boden, Executive Director, Risk Management

BACKGROUND INFORMATION:

The purpose of this agenda item is to reject Government Code §910 and §910.2 claim against the District, File No. 14-16409 JT.

DESCRIPTION OF DAMAGE/INJURY:

Claimant requests reimbursement for personal property damage.

FUNDING:

Not Applicable

RECOMMENDATION:

Recommend rejection of Government Code §910 and §910.2 claim against the District, File No. 14-16409 JT.

AGENDA ITEM BACKUP SHEET
June 10, 2014

Board Meeting

TITLE: Acceptance of Completion of Contracts for Monte Vista Elementary School Basketball Courts and Wilson Elementary School Heating and Air Conditioning Modernization Project

ITEM: Consent

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

PREPARED BY: Todd Butcher, Director, Construction

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board acceptance of completion of contracts for Monte Vista Elementary School basketball courts and Wilson Elementary School heating and air conditioning modernization project.

RATIONALE:

District staff confirmed that the work has been completed in accordance with the terms of the contract. Public Contract Code Sections 9201-9203 require the local agency to withhold retention from the contract price until final completion and acceptance of the projects.

Project	Bid Package	Amount	Retention @ 5%	Change Order	Contractor
Monte Vista ES	Asphalt Maintenance Repairs of Basketball Courts	\$117,700.00	\$5,885.00	0	Terra Pave, Inc.
Wilson ES Modernization	No. 13 Heating, Ventilation, and Air Conditioning	\$121,347.00	\$6,067.35	1	Cool Air Supply, Inc.
	TOTAL:	<u>\$239,047.00</u>	<u>\$11,952.35</u>		

FUNDING:

State School Facility Program/Measure G: \$ 6,067.35
 Routine Maintenance 50%/City of Santa Ana 50%: \$ 5,885.00
 Total: \$11,952.35

RECOMMENDATION:

Accept the June 10, 2014, completion of contracts for Monte Vista Elementary School basketball courts and Wilson Elementary School heating and air conditioning modernization project.

AGENDA ITEM BACKUP SHEET
June 10, 2014

Board Meeting

TITLE: **Approval of the Assignment and Assumption Agreement Assigning the Century High School Portions of the July 1, 2008 Architectural Services Agreement and the July 13, 2013 Century (Non-Solar) Contract from NTD Architecture, Inc. to MVE Institutional, Inc.**

ITEM: **Consent**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval for the Assignment and Assumption Agreement assigning the July 1, 2008 Architectural Services Agreement and the July 13, 2013 Century (Non-Solar) Contract from NTD Architecture, Inc. (NTD) to MVE Institutional, Inc. (MVEI).

RATIONALE:

NTD declared Chapter 11 Bankruptcy on April 10, 2014. NTD has agreed to the assignment of the Century High School portions of the July 1, 2008 Architectural Services Agreement and the July 13, 2013 Century (Non-Solar) Contract and MVEI has agreed to assume NTD's remaining non-solar architectural services obligations to the District under those contracts. MVEI's assumption of NTD's non-solar architectural services for Century High School would allow the District a better opportunity to timely complete the concession stand and press box project as well as the bleacher and lighting project at Century High School.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the Assignment and Assumption Agreement assigning the July 1, 2008 Architectural Services Agreement and the July 13, 2013 Century (Non-Solar) Contract from NTD Architecture, Inc. to MVE Institutional, Inc.

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT is made and entered into as of _____, 2014 (the "Effective Date"), by and between NTD Architecture, Inc. ("Assignor"), and MVE Institutional, Inc. ("Assignee") (individually, a "Party," and together, the "Parties").

RECITALS

WHEREAS, Assignor and the Santa Ana Unified School District ("District") are parties to an Architectural Services Agreement, dated July 1, 2008;

WHEREAS, on March 22, 2012, Assignor proposed to provide additional services to the District known as the Century High School Bleacher and Lighting Project. On July 1, 2013, Assignor and the District entered into a Consultant Agreement with Assignor to perform certain Concession Stand and Press Box services at Century High School. The Bleacher and Lighting Project as well as the Concession Stand and Press Box services are collectively referred to as the "Century (Non-Solar) Contract";

WHEREAS, the July 1, 2008 Architectural Services Agreement and the Century (Non-Solar) Contract are collectively referred to as the "Assigned Agreement," are attached hereto as Exhibit "A" and are fully incorporated herein by this reference;

WHEREAS, Assignor filed for protection under chapter 11 of the Bankruptcy Code on April 10, 2014, and is operating as a Debtor-in-Possession;

WHEREAS, Assignor is authorized to conduct ordinary course of business affairs without court approval, except as required under 11 U.S.C., sections 363, 364, or 365;

WHEREAS, Assignor has determined that to minimize any damage to the District and the bankruptcy estate, it is desirable to allow a different architect to be selected in connection with the Assigned Agreement;

WHEREAS, Contingent upon the execution of this Agreement, the District and Assignor desire for Assignor to assign (with certain exceptions noted herein), all of Assignor's right, title and interest as well as Assignor's obligations and liabilities under the Assigned Agreement ("Assigned Rights and Obligations") to Assignee;

WHEREAS, Assignee desires and agrees to accept this assignment and assume the Assigned Rights and Obligations under the Assigned Agreement at the time and in accordance with the terms hereof;

NOW, THEREFORE, Assignor and Assignee do hereby agree as follows:

AGREEMENT

1. **Assignment of Agreement.** On the Effective Date, Assignor, sells, assigns, transfers and delivers to Assignee the Assigned Agreement, together with all of Assignor's rights, benefits and privileges and all of Assignor's duties, liabilities and obligations under, or arising in connection with, the Assigned Agreement, subject to the exclusions herein and the provisions of Exhibit "B".
2. **Assumption.** Subject to the exclusions herein and the provisions of Exhibit "B" and for consideration indicated in amendment(s) to Assignee's other contracts with the District, Assignee,

for itself and its successors and assigns, hereby agrees to succeed to and to assume all of Assignor's rights, benefits and privileges, and to pay or perform, or to cause to be paid or performed, and otherwise to discharge or cause to be discharged, to the extent that the same hereafter become performable, all of Assignor's duties, liabilities and obligations under, or arising in connection with, the Assigned Agreement.

3. **Exclusions.** The assumption by Assignee of all of Assignor's duties, liabilities and obligations under, or arising in connection with, the Assigned Agreement expressly excludes, and nothing contained herein shall be construed to include with such assumption, the following:
 - 3.1. Any duties, liabilities and obligations of Assignor arising from a default by Assignor in the performance of its duties, liabilities and obligations under the Assigned Agreement; and
 - 3.2. Any duties, liabilities and obligations of Assignor arising from any deficient or wrongful performance by Assignor under, or in connection with, the Assigned Agreement.
4. **No Waiver.** Except as expressly provided in this Agreement, nothing in this Agreement shall be construed of any rights the District may have under the Assigned Agreement against NTD arising before the Execution Date.
5. **Assignments, Successors and No Third Party Rights Successors and Assigns.** Neither this Agreement nor any right, interest or obligation hereunder, may be assigned by any party hereto without the prior written consent of the Parties and the District. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties, and, in the case of Assignee, its successors and assigns.
6. **Construction.** All section headings used herein are for reference and identification purposes only and are not intended to, and shall not under any circumstances, serve to alter, amend, amplify, vary or limit the express provisions hereof. In the event that any Court with jurisdiction hold that any provision of this Agreement violates any applicable law, then the invalidity of that provision shall not invalidate any other provision, which shall remain in full force and effect.
7. **Authority.** Each person executing this Agreement represents and warrants that he/she is duly authorized to execute this Agreement on behalf of the Party they purport to represent. The Parties each represent and warrant that they have not made any assignment of any claims or causes of action that they have or may have in the future against each other, and further agree to defend, indemnify and hold harmless the other Party hereto from all claims, costs, loss, damages or liability incurred or imposed by reason of any person or entity claiming to have an interest in the Assigned Agreement.
8. **Agreement Entered Voluntarily and/or on Advice of Legal Counsel.** This Agreement is entered into freely and voluntarily. Each Party hereto has executed this Agreement with full knowledge of its significance and with the express intention of affecting its legal consequence. Each Party acknowledges that it has read the entire Agreement, and has had the opportunity to seek the advice of legal counsel prior to execution. Neither Party has relied upon any representation of any other Party in deciding to sign this Agreement.
9. **Further Cooperation.** The Parties hereto hereby agree to and shall execute and deliver or cause to

be delivered such additional papers, documents and other assurances and shall do any and all acts and things reasonably necessary in connection with the performance of its obligations hereunder and to carry out the intent of the parties to this Agreement.

10. **Notices.** All notices, consents and other communications required or permitted by this Agreement shall be in writing and shall be delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid) and marked to the attention of the person (by name or title) designated below:

<p><u>If to NTD Architects:</u> Jay Tittle, AIA NTD Architects, Inc. 955 Overland Court, Ste. 100 San Dimas, CA 91773</p> <p><u>With a copy to:</u> Robert G. Uriarte, Esq. Uriarte & Wood Attorneys at Law 1175 E. Garvey Street, Suite 270 Covina, CA 91724</p>	<p><u>If to MVE Institutional, Inc.:</u> Bob Simons, AIA MVE Institutional, Inc. 1900 Main Street, #800 Irvine, CA 92614</p> <p><u>With a copy to:</u> _____ _____ _____, CA _____</p>
<p><u>If to District:</u> Joe Dixon Assistant Superintendent Facilities & Governmental Relations Santa Ana Unified School District 1601 East Chestnut Ave. Santa Ana, CA 92701-6322</p> <p><u>With a copy to:</u> Philip J. Henderson, Esq. Orbach Huff Suarez & Henderson LLP One Kaiser Plaza, Ste. 1485 Oakland, CA 94612</p>	

11. **Integration.** This Agreement constitutes the entire Agreement among the Parties and the District. The Parties and the District agree that this Agreement may not be altered, amended, modified or otherwise changed except by a writing executed by the Parties to it.
12. **Successors and Assigns.** All covenants and agreements herein will bind and inure to the benefit of the Parties' and the District's respective successors, successors-in-interest, successors-in-title, successors-in-ownership, assigns, heirs, representatives, agents, employees, transferees, directors, officers, attorneys, principals, parent companies, affiliates, partners, members and joint ventures of the Parties.
13. **Governing Law/Venue.** This Agreement will be deemed to have been entered into in the State of

California, and venued in state court in Orange County, California. All questions concerning the validity, interpretation, or performance of any of its terms or provisions, or of any rights or obligations related to this Agreement of the parties hereto, will be governed and resolved in accordance with the laws of the State of California regardless of the place of execution and without regard to California's choice-of-law principles.

14. **Attorneys' Fees.** If any action is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, default or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action, in addition to any other relief to which it may be entitled.
15. **Counterparts/Execution.** This Assignment and Assumption Agreement may be executed in counterparts, each of which shall be an original, but all of which together constitute one and the same instrument. Electronic copies of signatures are sufficient to bind the Parties.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement, by and through the duly authorized corporate officers of each, on the date first written above.

Dated: _____, 20____
NTD Architects

Dated: _____, 20____
MVE Institutional, Inc.

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Consented to:

Dated: _____, 20____
Santa Ana Unified School District

By: _____

Print Name: _____

Print Title: _____

EXHIBIT "A"

Assigned Agreement

[ATTACH THE .PDF OF THE 3 COMPONENTS OF THE CENTURY (NON-SOLAR) CONTRACT]

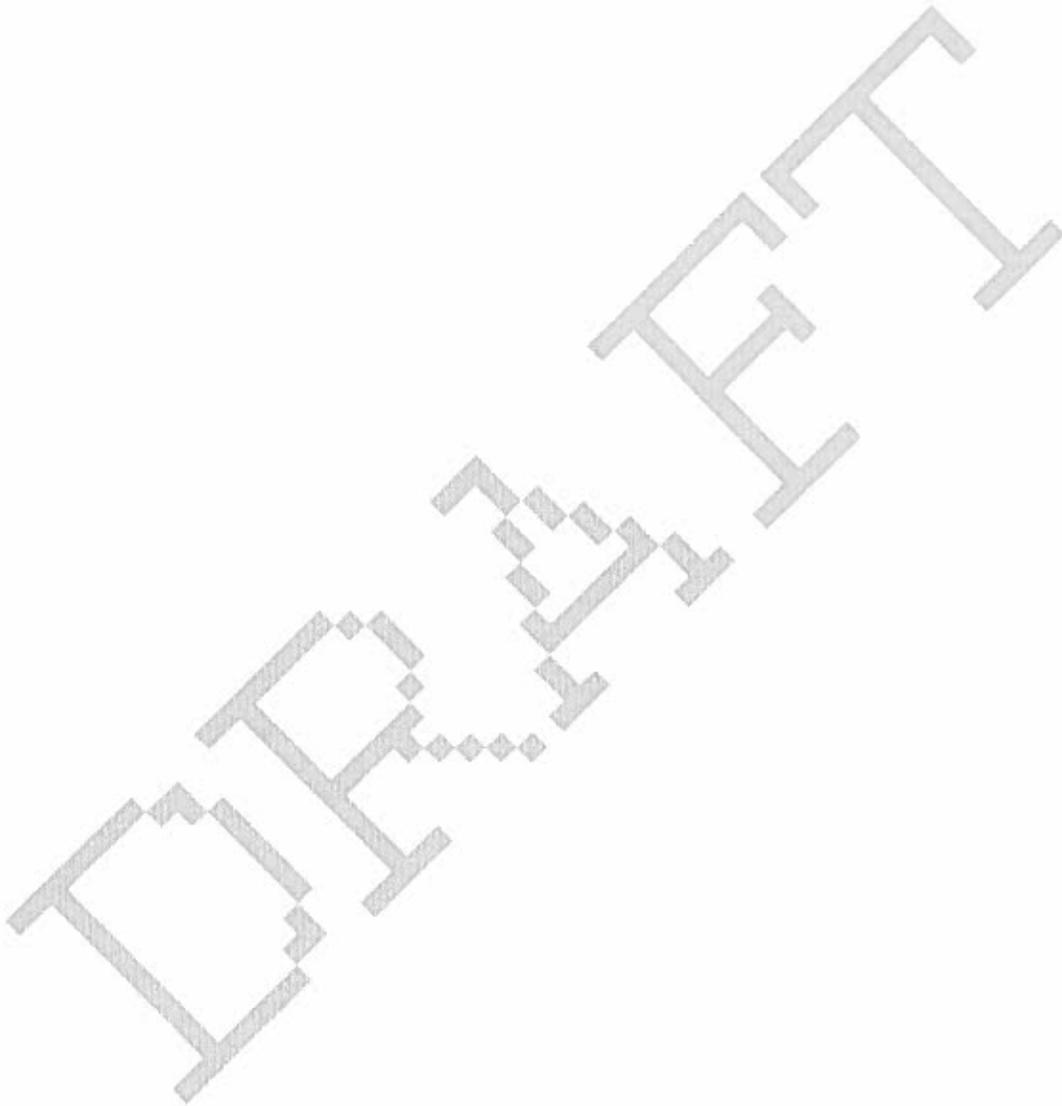


EXHIBIT "B"

**Exclusions
and
Assigned Scopes of Work**

Exclusions

Assignor has performed the following scopes of work. These are not assigned to Assignee pursuant to this Assignment and Assumption Agreement:

- All work and services already performed and to be performed by Assignor pursuant to the July 1, 2008 Architectural Services Agreement, at sites and/or projects not located on the Century High School site.
- _____ [e.g., all design through the schematic design phase as indicated on drawing/sheet numbers __, __, dated ____, 2014]
- _____
- _____
- _____

Assigned Scopes of Work

Assignee shall perform all the following scopes of work. These are assigned to Assignee pursuant to this Assignment and Assumption Agreement:

- _____ [e.g., all design beginning from the design development phase through closeout. The design is currently completed through the schematic design phase as indicated on drawing/sheet numbers __, __, dated ____, 2014]
- _____
- _____
- _____

AGENDA ITEM BACKUP SHEET
June 10, 2014

Board Meeting

TITLE: **Approval of Amendment No. 1 to Agreement for Architectural Services at Century High School**

ITEM: **Consent**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of Amendment No. 1 to the Agreement for Architectural Services at Century High School for architectural services to be performed by MVE Institutional, Inc. (MVEI) under the Assignment and Assumption Agreement assigning the July 1, 2008 Architectural Services Agreement and the July 13, 2013 Century (Non-Solar) Contract from NTD Architecture, Inc. (NTD) to MVEI.

RATIONALE:

NTD declared Chapter 11 Bankruptcy on April 10, 2014. NTD agreed to the assignment of the Century High School portions of the July 1, 2008 Architectural Services Agreement and the July 13, 2013 Century (Non-Solar) Contract and MVEI agreed to assume NTD's remaining non-solar architectural services obligations to the District under those contracts. Amendment No. 1 would set the compensation to be paid MVEI as a result of its assumption of NTD's non-solar architectural services for Century High School for the concession stand and press box project as well as the bleacher and lighting project at Century High School.

FUNDING:

State School Facilities Program/Measure G: Not to exceed \$120,000

RECOMMENDATION:

Approve Amendment No. 1 to Agreement for Architectural Services at Century High School.

JD:rb

**AMENDMENT NO. 1
TO
AGREEMENT FOR ARCHITECTURAL SERVICES AT
CENTURY HIGH SCHOOL**

This Amendment No. 1 to Agreement for Architectural Services at Century High School ("Amendment ") is made as of _____ 2014, and forms a part of the Agreement for Architectural Services assumed by MVE Institutional, Inc. ("MVEI") and assigned by NTD, Architects, Inc. on or about _____, 2014 (the "Architectural Services Agreement") which, except for as stated in this Amendment, is fully restated and incorporated herein.

This Amendment is made between Santa Ana Unified School District, a California public school district ("District") and MVEI, (collectively "Parties").

WHEREAS, the District currently has an Agreement for Architectural Services with MVEI as a result of the Assignment and Assumption Agreement entered into between NTD Architects, Inc. as Assignor and MVEI as Assignee which is dated on or about _____ 2014, (the "Assumption Agreement")

WHEREAS, the District and MVEI desire to modify the Architectural Services Agreement, and hereby enter into this Amendment No. 1 to memorialize this modification.

NOW, THEREFORE, in consideration of the mutual promises made herein, the District and MVE hereby agree as follows:

The Agreement is hereby modified as follows:

1. **Compensation.** District agrees to pay MVEI for services satisfactorily rendered pursuant to this Amendment a total fee not to exceed \$120,000. District shall pay MVEI 30 days after receipt of consultant's invoice and with approval of a District representative.
2. This Addendum modifies the Architectural Services Agreement. By signing where indicated below, each party acknowledges and accepts the modifications as indicated in this Addendum. All other terms and conditions of the Architectural Services Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the date(s) indicated below.

Dated: _____, 20__
Santa Ana Unified School District

Dated: _____, 20__
MVE Institutional, Inc.

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

AGENDA ITEM BACKUP SHEET
June 10, 2014

Board Meeting

TITLE: **Approval of Personnel Calendar Which Includes the Transitions of Individual Staff Members Including such Topics as: Hiring, Promotions, Transfers, Resignations, Retirements, and Leaves**

ITEM: **Consent**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the Personnel Calendar which includes the transitions of individual staff members including such topics as: hiring, promotions, transfers, resignations, retirements, and leaves.

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 which includes the transitions of individual staff members including such topics as: hiring, promotions, transfers, resignations, retirements, and leaves.


MAM:nr

Personnel Calendar
Board Meeting - June 10, 2014

CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
RETIREMENTS					
Bell, Linda	Principal	Thorpe	June 30, 2014		Retirement - 33 years
Kommel, Patricia	Teacher	Lincoln	May 20, 2014		Retirement - 17 years
Valovick, Hilda	Teacher	Davis	June 20, 2014		Retirement - 14 years
RESIGNATIONS					
French, Christopher	Teacher	Villa	June 20, 2014		Moving, Family Responsibilities, Accepted another position, Personal - 5 years
Huff, Rebecca	Teacher	Monroe	June 20, 2014		Moving - 8 years
RESCINDED RESIGNATIONS					
Phillips, Nicole	Teacher	Spurgeon	June 20, 2014		
Sellers, Angie	Teacher	Spurgeon	June 20, 2014		

Personnel Calendar
Board Meeting - June 10, 2014

CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
NEW HIRES/RE-HIRES 2013-14					
Kriesel, Wes	Program Specialist	Educational Services Secondary Division	May 4, 2014		New Hire - Probationary I
NEW HIRES/RE-HIRES 2014-15					
Crandall, Mary	Speech and Language Pathologist	Speech Department	August 27, 2014		Rehire - Waiver 44911
Dodge, Scott	Teacher	McFadden	August 27, 2014		Rehire - Intern
Mazur, Marc	Teacher	Godinez	August 27, 2014		Rehire - Intern
Metz, Jennifer	Speech and Language Pathologist	Speech Department	August 27, 2014		Rehire - Waiver 44911
Zarate, Rosa	Teacher	Transition Programs	August 27, 2014		Rehire - Intern
CHANGE IN STATUS 2013-14					
Bickham, Karen	Teacher	Sierra			From Temporary 44909 to Probationary I
Brainard, Laurin	Teacher	Heninger			From Temporary 44909 to Probationary I

Personnel Calendar
 Board Meeting - June 10, 2014

CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
CHANGE IN STATUS 2013-14 (Continued)					
Dietsche, Jocelyn	Teacher	Saddleback			From Temporary 44920 to Probationary I
Espinoza Onofre, Danelia	Counselor	McFadden			From Temporary 44909 to Probationary II
Gonzalez, Araceli	Teacher	McFadden			From Temporary 44909 to Probationary II
Nagle, Janelle	Teacher	Sierra			From Temporary 44909 to Probationary I
Phan, Nu	Librarian	Santa Ana			From Temporary 44909 to Probationary II
Pratt, Theodore	Teacher	Willard			From Temporary 44920 to Probationary I
Rodriguez, Jessica A.	Teacher	Lowell			From Temporary 44909 to Probationary I
Santillan, Marcela	Teacher	King			From Temporary 44909 to Probationary I

**Personnel Calendar
Board Meeting - June 10, 2014**

CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
CHANGE IN STATUS 2013-14 (Continued)					
Smith, Kathy G.	Teacher	Sierra			From Temporary 44909 to Probationary I
Stevens, Kelly	Teacher	Valley			From Temporary 44909 to Probationary II
Ventuleth, Whitney	Teacher	Sierra			From Temporary 44909 to Probationary I
Vo, Amy	Teacher	Willard			From Temporary 44909 to Probationary I
Wambaugh, Kelly	Teacher	Willard			From Temporary 44920 to Probationary I
Wolff, Amanda	Teacher	Lathrop			From Temporary 44909 to Probationary II
EXTENDED WORK YEAR 2013-14					
Mauga, Nicholl	Teacher	Special Projects/ Network for a Healthy California	May 16, 2014	June 6, 2014	4 Additional Days

Personnel Calendar
Board Meeting - June 10, 2014

CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
EXTRA DUTY 2013-14					
Beheshti, Payam	Psychologist	Psychological Services	June 20, 2014	June 30, 2014	Regular Hourly Rate
Foote, Melinda	Psychologist	Psychological Services	June 20, 2014	June 30, 2014	Regular Hourly Rate
Galindo-Werner, Lisa	Teacher	Mitchell	June 23, 2014	June 30, 2014	Regular Hourly Rate
Hughes, Shawna	Teacher	Special Education	June 20, 2014	June 30, 2014	Regular Hourly Rate
Kim, Hana	Teacher	Mitchell	June 23, 2014	June 30, 2014	Regular Hourly Rate
Lopez-O'Rourke, Rosa	Psychologist	Psychological Services	June 20, 2014	June 30, 2014	Regular Hourly Rate
Miao, Glenda	Psychologist	Psychological Services	June 20, 2014	June 30, 2014	Regular Hourly Rate
Reigle, Allison	Psychologist	Psychological Services	June 20, 2014	June 30, 2014	Regular Hourly Rate
Rezvani, Niloufar	Psychologist	Psychological Services	June 20, 2014	June 30, 2014	Regular Hourly Rate
Thoms, Luz	Psychologist	Psychological Services	June 20, 2014	June 30, 2014	Regular Hourly Rate
Turner, Susy	Teacher	Mitchell	June 23, 2014	June 30, 2014	Regular Hourly Rate

Personnel Calendar
Board Meeting - June 10, 2014

CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
EXTRA DUTY 2014-15					
Foote, Melinda	Psychologist	Psychological Services	July 1, 2014	August 22, 2014	Regular Hourly Rate
Galindo-Werner, Lisa	Teacher	Mitchell	July 1, 2014	August 1, 2014	Regular Hourly Rate
Heslip, Veronica	Psychologist	Psychological Services	July 1, 2014	August 22, 2014	Regular Hourly Rate
Hughes, Shawna	Teacher	Special Education	July 1, 2014	August 22, 2014	Regular Hourly Rate
Kim, Hana	Teacher	Mitchell	July 1, 2014	August 1, 2014	Regular Hourly Rate
Lopez-O'Rourke, Rosa	Psychologist	Psychological Services	July 1, 2014	August 22, 2014	Regular Hourly Rate
Reigle, Allison	Psychologist	Psychological Services	July 1, 2014	August 22, 2014	Regular Hourly Rate
Thoms, Luz	Psychologist	Psychological Services	July 1, 2014	August 22, 2014	Regular Hourly Rate
Turner, Susy	Teacher	Mitchell	July 1, 2014	August 1, 2014	Regular Hourly Rate
2014-15 LEAVE (21 duty days or more) - Without Pay and Without Benefits					
Duerner, Carla	Teacher	Lorin Grisct	August 27, 2014	June 19, 2015	Personal

Personnel Calendar
Board Meeting - June 10, 2014

CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
FAMILY CARE AND MEDICAL LEAVE ABSENCE (3 to 20 duty days) - Paid with Benefits					
Copenhaver, Lisa	Teacher	Jackson	June 9, 2014	June 20, 2014	Statutory
Wilson, Shelana	Psychologist	Psychological Services	June 9, 2014	June 20, 2014	Statutory
FAMILY CARE AND MEDICAL LEAVE ABSENCE (3 to 20 duty days) - Without Pay with Benefits					
Cohick, Nancy	Teacher	Taft	June 3, 2014	June 20, 2014	Statutory
FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Paid with Benefits					
Miller, Christopher	Teacher	Walker	April 28, 2014	June 20, 2014	Statutory
CALIFORNIA FAMILY RIGHTS ACT (21 duty days or more) - Paid with Benefits					
Miller, Christopher	Teacher	Walker	April 28, 2014	June 20, 2014	Statutory
CALIFORNIA FAMILY RIGHTS ACT (3 to 20 duty days) - Without Pay with Benefits					
Cohick, Nancy	Teacher	Taft	June 3, 2014	June 20, 2014	Statutory
CHANGE IN DATE ON FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Paid with Benefits					
Moore, Jane	Teacher	Roosevelt	April 14, 2014	From May 20, 2014 to May 16, 2014	Statutory

Personnel Calendar
Board Meeting - June 10, 2014

CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
CHANGE IN DATE ON FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Paid with Benefits (Continued)					
Nunez, Krista	Psychologist	Psychological Services	From May 27, 2014 to May 21, 2014	June 20, 2014	Statutory
EXTENSION ON FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Paid with Benefits					
Cohick, Nancy	Teacher	Taft	May 20, 2014	June 2, 2014	Statutory
Shelby, Cathy	Teacher	Sepulveda	June 4, 2014	June 20, 2014	Statutory
CORRECTION ON CALIFORNIA FAMILY RIGHTS ACT (21 duty days or more) - Paid with Benefits					
Shelby, Cathy	Teacher	Sepulveda	June 4, 2014	June 20, 2014	Statutory
DEPARTMENT CHAIRS 2013-14					
Bush, Mark		Century	2013-14		Journalism/ Broadcast Journalism
SPRING SPORTS 2013-14					
DeMent, Russell	Assistant Coach	Valley	2013-14		Football
Mohr, Lawrence	Head Coach	Valley	2013-14		Football

**AGENDA ITEM REQUESTS
CERTIFICATED
2013-14**

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
CAC Presentation - Extra Duty (Ratification)	Support Services	Special Education	\$255	May 15, 2014
Career Technical Student Organization Supervision	CTE-ROP	Perkins IV Career and Technical Education	\$6,813	August 27, 2014
Cheer Camp	Saddleback	Cheer Team ASB Donations	\$2,668	June 23, 2014
CTE Model Curriculum Standards Alignment	CTE-ROP	Perkins IV Career and Technical Education	\$9,910	August 27, 2014
CTE Professional Development	CTE-ROP	Perkins IV Career and Technical Education	\$15,843	July 1, 2014
Dance Camp	Saddleback	Dance Team ASB Donations	\$1,553	June 23, 2014
DIBELS Kinder Academy	Support Services - MTSS	Title II	\$26,406	August 18, 2014
DIBELS Kinder Academy	Support Services - MTSS	Title II	\$13,203	August 13, 2014
DIBELS Kinder Academy - Substitutes	Support Services - MTSS	Title II	\$8,400	September 23, 2014
DIBELS Kinder Academy - Substitutes (Ratification)	Support Services - MTSS	Title II	\$6,930	May 13, 2014
DIBELS Kinder Academy (Ratification)	Support Services - MTSS	Title II	\$165	May 13, 2014
Educational Technology Program Planning	Educational Technology	Educational Technology	\$25,000	July 1, 2014
Extra Duty - Bus Supervisors	Special Education	Special Education	\$5,000	July 1, 2014

**Board Meeting
June 10, 2014**

**AGENDA ITEM REQUESTS
CERTIFICATED
2013-14**

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
Extra Duty - Bus Supervisors (ESY)	Special Education	Special Education	\$1,000	June 23, 2014
Nurse - Extra Duty	English Learner Programs and Student Achievement	Title I	\$1,000	July 1, 2014
Presenter - Parent Workshops	English Learner Programs and Student Achievement	Title I	\$4,000	July 1, 2014
Program Planning - Certificated Staff	English Learner Programs and Student Achievement	Title I	\$15,000	July 1, 2014
Program Planning (Ratification)	Villa	EIA-SCE	\$340	July 1, 2013
Social Science Common Core Writing Training	Educational Services, Elementary Division	Title II	\$4,700	June 11, 2014
Spanish Placement - Certificated Staff	English Learner Programs and Student Achievement	Title I	\$7,000	July 1, 2014
Staff Development	Educational Technology	Educational Technology	\$50,000	July 1, 2014
Stipend for Speech and Language Pathologist (SLP) (Ratification)	Special Education	Special Education	\$40,000	August 22, 2013
Substitute/Intervention Teacher (Correction previously approved August 27, 2013)	Adams	Title I	From \$7,000 to \$9,000	From September 1, 2013 to October 21, 2013
Summer Enrichment Program	Educational Services	Title I Set Aside (CORE)	\$1,119,750	July 1, 2014

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - June 10, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
RETIREMENTS						
Quintanilla, Irma	Instr. Asst. Sp. Ed.	Romero-Cruz	May 30, 2014			22 years, 8 months
Sanchez, Lisa	Instr. Asst. Sev. Dis.	Taft	June 19, 2014			23 years, 4 months
RESIGNATIONS						
Asis, Djoaine	SSP Sp. Ed.	Willard	June 13, 2014			Personal - 7 months
De Cruz, Telesfora	Activity Supervisor	Fremont	June 19, 2014			Personal - 11 years, 7 months
Mickelson, Hans	Manager of Grounds Maintenance	Bldg. Svcs.	May 12, 2014			Personal - 2 years, 1 month
CFRA (California Family Rights Act) - Without Pay						
Lozano, Meliza	Community and Family Outreach Liason	Santa Ana	June 30, 2014			Statutory Leave
EXTENSION FAMILY CARE & MEDICAL LEAVES (3 to 20 duty days) - Paid						
Lozano, Meliza	Community and Family Outreach Liason	Santa Ana	May 8, 2014	June 23, 2014		Statutory Leave

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - June 10, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
EXTENSION FAMILY CARE & MEDICAL LEAVES (3 to 20 duty days) - Paid (Continuation)						
Talavera, Angelina	Registration & Testing Specialist	RTC	May 7, 2014	May 23, 2014		Statutory Leave
FAMILY CARE & MEDICAL LEAVE (21 duty days or more) - Paid						
Hanna, Jacqueline	SELPA Secretary	Special Ed.	June 16, 2014	August 25, 2014		Statutory Leave
Quinones, Nancy	Admin. Clerk II	Research & Evaluation	May 15, 2014	July 25, 2014		Statutory Leave
FAMILY CARE & MEDICAL LEAVE/CFRA (California Family Rights Act) (3 to 20 duty days) - Paid						
Hernandez, Francisco	Custodian	Madison	May 5, 2014	May 27, 2014		Statutory Leave
FAMILY CARE & MEDICAL LEAVE/CFRA (California Family Rights Act) (21 duty days or more) - Paid						
Figueroa, Patricia	Custodian	Esqueda	June 12, 2014	August 10, 2014		Statutory Leave
PROBATIONARY APPOINTMENTS						
Krantz, Peter	School Police Officer	School Police	May 27, 2014		40/1	
Sandoval, Melinda	Teacher's Aide	Cal-Safe	May 21, 2014		10/1	

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - June 10, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
PROMOTIONAL APPOINTMENT						
Martinez, Vanessa	Fd. Svc. Spvr. Elem.	Nutrition Svcs.	May 20, 2014		15/1	
RE-APPOINTMENT						
Luna, Kathy	Instr. Asst. Sev. Dis.	Mitchell	May 12, 2014		20/5	
TEMPORARY ASSIGNMENTS - Out of Class Compensation						
Diaz, Jaime	Community Family Outreach Liason	PSS	May 22, 2014	June 16, 2014	36/1	
Najera, Marisela	Community Family Outreach Liason	PSS	April 14, 2014	June 19, 2014	36/2 + Bil.	
Ruiz, Daniel	Lead Custodian	Bldg. Svcs.	May 13, 2014	May 30, 2014	28/5	
ACTIVITY SUPERVISORS						
Butzer, Chelsea	Activity Supervisor	Santa Ana	May 30, 2014		10/1	
Meza, Kristine	Activity Supervisor	Villa	May 27, 2014		10/1	
SUBSTITUTES						
Attardo, Ida	SLPA		May 20, 2014		19/1	
Berrelleza, Jose	Fd. Svc. Wkr.		May 19, 2014		11/1	
Chao, Charmaine	Clerical		May 23, 2014		20/1	

**AGENDA ITEMS REQUESTS
CLASSIFIED
2013-14 School Year**

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
CAC Interpreters Extra Duty	Special Education	Special Education Funds	\$2,500	July 1, 2014
CAC/Parent Meetings Babysitters Extra Duty	Special Education	Special Education Funds	\$5,000	July 1, 2014
Cheer Camp	Saddleback High School	Cheer Team ASB Donations	\$2,944	June 23, 2014
Classified Staff - Extra Duty	English Learner Programs & Student Achievement	Title I	\$1,500	July 1, 2014
Dance Camp	Saddleback High School	Dance Team ASB Donations	\$1,714	June 23, 2014
Discrete Trial Training	Special Education	Special Education Funds	\$1,700	September 2, 2014
Extra Duty	Superintendent's Office	General Fund	\$20,000	July 1, 2014
Extra Duty - Additional Two Hours	Special Education	Support Services	\$5,304	September 2, 2014
Extra Duty Assignment	Special Education	Extra Duty for JTA's & Job Coaches	\$8,000	July 1, 2014
Extra Duty - Bus Aides	Transition Services	Special Education	\$70,000	July 1, 2014
Extra Duty - Bus Aides (ESY)	Special Education	Special Education	\$9,200	July 1, 2014
Extra Duty - Child Care	English Learner Programs & Student Achievement	Title I	\$20,000	July 1, 2014
Extra Duty Child Care - Migrant Education	English Learner Programs & Student Achievement	Migrant Education	\$10,000	July 1, 2014
Extra Duty Child Care - Migrant Education School Readiness Program (MESRP)	English Learner Programs & Student Achievement	Migrant Education (Summer Pre-School)	\$3,500	July 1, 2014
Extra Duty -Intensive Behavioral Instruction (IBI)	Special Education	Special Education	\$10,000	July 1, 2014
Extra Duty -Intensive Behavioral Instruction (IBI) ESY	Special Education	Special Education	\$1,200	June 23, 2014

**AGENDA ITEMS REQUESTS
CLASSIFIED
2013-14 School Year**

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
Extra Duty - IEP Translations	Special Education - Various School Sites	Special Education	\$10,608	September 2, 2014
Extra Duty - Overtime	Support Services	Special Education	\$7,956	July 1, 2014
Extra Duty Staff - Migrant Education Program	English Learner Programs & Student Achievement	Migrant Education Program	\$8,000	July 1, 2014
Extra Duty Translator/Interpreter	English Learner Programs & Student Achievement	EIA/LEP	\$5,000	July 1, 2014
Extra Help - Custodial	English Learner Programs & Student Achievement	Title I	\$10,000	July 1, 2014
Extra Help - DSO Security	English Learner Programs & Student Achievement	Title I	\$5,000	July 1, 2014
Extra Help - Stage Manager	English Learner Programs & Student Achievement	Title I	\$2,000	July 1, 2014
Extra Help - Technician	English Learner Programs & Student Achievement	Title I	\$4,000	July 1, 2014
JiJi Presentation - Extra Duty (Ratification)	Support Services	Special Education	\$107	May 15, 2014
Migrant Education Extra Help Technician	English Learner Programs & Student Achievement	Migrant Education Program	\$2,000	July 1, 2014
Migrant Education School Readiness Program Instruction (MESRP)	English Learner Programs & Student Achievement	Migrant Education (Summer Pre-School)	\$12,000	July 1, 2014
Pre-School Certificated Teachers - Extra Help	English Learner Programs & Student Achievement	Title I	\$1,000	July 1, 2014
Pre-School Classified Teachers - Extra Help	English Learner Programs & Student Achievement	Title I	\$1,000	July 1, 2014
ROP Instructional Assistance	CTE-ROP	Perkins IV Career and Technical Education	\$2,000	August 27, 2014

AGENDA ITEM BACKUP SHEET
June 10, 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**

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 - June 10, 2014

School:	Gift:	Amount:	Donor:	Used for:
Century High School		\$1,250	The Network for Educational Access, LLC San Diego	Scholarships for identified graduating seniors
Century High School		\$2,500	Atkinson, Andelson, Loya, Ruud & Romo Cerritos	Scholarships for identified graduating seniors
Century High School		\$1,250	California Latino Superintendents Association Sacramento	Scholarships for identified graduating seniors
Segerstrom High School		\$1,903	Mr. Rick McKee Huntington Beach	Aquatic supplies
Educational Services		\$455	Drs. Prem and Venkamma Reddy Prime Healthcare Management, Inc. Ontario	Nine copies of books: <i>India Unveiled</i> by Robert Arnett
June 10, 2014 donations		\$7,358		
2014 Total donations	\$106,345	\$113,703		

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
June 10, 2014

Board Meeting

TITLE: Conduct a Public Hearing for Consideration of Approval of an Environmental Impact Report, Mitigation Measures, and Statement of Overriding Considerations, and Construction and Operation of the Santa Ana Unified School District Sports Complex

ITEM: Public Hearing

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

PREPARED BY: Jessica Mears, Facilities Planner

BACKGROUND INFORMATION:

The purpose of this agenda item is to conduct a Public Hearing for the consideration of approval of an Environmental Impact Report, Mitigation Measures, and Statement of Overriding Considerations, and construction and operation of the Santa Ana Unified School District (SAUSD) Sports Complex.

At the January 28, 2014 Board meeting, the Board approved the initiation of the planning process for the SAUSD Sports Complex, which is located at the existing athletic fields on the contiguous campuses of Valley High School, Carr Intermediate School, and Harvey Elementary School. The District plans to construct and operate a new 3,500-seat lighted stadium complex, reconfigure existing turf athletic fields and install synthetic turf, provide lighting for all fields, construct concession stand/restroom buildings, and construct additional parking.

RATIONALE:

In accordance with the California Environmental Quality Act (CEQA) of 1970, Division 13, commencing with Section 21000 of the Public Resources Code, the Board is required to consider the information and findings provided in the SAUSD Sports Complex Environmental Impact Report (EIR) along with any comments received during the public review process at a public hearing prior to adopting the document. The 45-day public review period for the EIR ended on May 22, 2014.

FUNDING:

Not Applicable

RECOMMENDATION:

Conduct a public hearing on June 10, 2014 for consideration of adopting an Environmental Impact Report, mitigation measures, Statement of Overriding Considerations, and construction and operation of the SAUSD Sports Complex.

AGENDA ITEM BACKUP SHEET
June 10, 2014

Board Meeting

TITLE: **Conduct a Public Hearing for Consideration of Adoption of 2014-15
Local Control and Accountability Plan**

ITEM: **Public Hearing**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to conduct a Public Hearing for the consideration of adoption of the 2014-15 Local Control and Accountability Plan (LCAP). Education Code Section 52062(b)(1) requires a school district governing board to hold a public hearing on the 2014-15 LCAP to adopt a Local Control and Accountability Plan.

RATIONALE:

In June 2013, the Legislature adopted a new funding system for schools in California known as the Local Control Funding Formula (LCFF). The purpose of the new funding formula was to give school district more local control over how funds are spent. As part of LCFF, the Legislature included an accountability component known as the Local Control and Accountability Plan or LCAP. Each school district, in developing its LCAP, must address eight state priorities and solicit input and consult with parents, teachers, school administrators, school employees, students, and employee organizations. As part of the process, each school district is required to hold at least one public hearing to solicit the recommendations and comments of the members of the public regarding the specific actions and expenditures proposed to be included in the LCAP.

At a subsequent board meeting to the public hearing, the Board is required to adopt the LCAP in a public meeting. The subsequent meeting is required to be the same meeting in which the Board adopts the budget for the 2014-15 school year. The adoption of the 2014-15 Local Control and Accountability Plan and the 2014-15 Budget is scheduled for the June 24, 2014, Board meeting.

FUNDING:

Not Applicable

RECOMMENDATION:

Conduct a public hearing on June 10, 2014 for consideration of adoption of the 2014-15 Local Control and Accountability Plan.

SP:mm

AGENDA ITEM BACKUP SHEET
June 10, 2014

Board Meeting

TITLE: Conduct a Public Hearing for Consideration of Adoption of 2014-15 Budget

ITEM: Public Hearing

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

PREPARED BY: Swandayani Singgih, Director, Budget

BACKGROUND INFORMATION:

The purpose of this agenda item is to conduct a public hearing for the consideration of adoption of the 2014-15 Budget. Education Code Section 42127(a) requires school district governing boards to hold a public hearing on the 2014-15 Budget on or before July 1, 2014, before adoption. The budget and supporting data is available for public inspection at 1601 East Chestnut Avenue, Santa Ana, California.

RATIONALE:

Education Code Section 52062(b)(2) includes a new requirement effective with the 2014-15 fiscal year. Previously, the public hearing and adoption of the proposed budget occurred during the same board meeting in June. With the new regulation, the public meeting at which a school district governing board adopts a budget, must be held *after*, but not on the same day as, the public hearing.

The proposed budget cannot be adopted until after the Local Control and Accountability Plan (LCAP) is adopted and the Plan must be adopted at a public meeting after and separate from its public hearing. The public hearing for the Plan is scheduled for the June 10, 2014, Board meeting; while the adoption of both the LCAP and the 2014-15 Budget is scheduled for the June 24, 2014, Board meeting.

FUNDING:

Not Applicable

RECOMMENDATION:

Conduct a public hearing on June 10, 2014 for consideration of adoption of the 2014-15 Budget.

AGENDA ITEM BACKUP SHEET

June 10, 2014

Board Meeting

TITLE: Senior Exit Portfolio: An Opportunity to Conduct a Mock Senior Exit Interview by Two Seniors from Century and Segerstrom High Schools

ITEM: Presentation

SUBMITTED BY: Dawn Miller, Assistant Superintendent, Secondary Education

PREPARED BY: Dawn Miller, Assistant Superintendent, Secondary Education

BACKGROUND INFORMATION:

The purpose of this agenda item is to present to the Board the Senior Exit Portfolio which is created by all District high school seniors.

RATIONALE:

The presentation will showcase the Senior Exit Portfolios (two seniors will review their portfolios) and go over the four common sections of the portfolio: Goals, Academic Works, Community Involvement, and an appendix of honors, awards, and personal accomplishments.

FUNDING:

Not Applicable

RECOMMENDATION:

For informational purposes.

AGENDA ITEM BACKUP SHEET
June 10, 2014

Board Meeting

TITLE: **Presentation of Adoption of 2014-15 Local Control and Accountability Plan**

ITEM: **Presentation**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to present to the Board an update on the adoption of 2014-15 Local Control and Accountability Plan. Education Code Section 52062(b)(1) requires a school district governing board to hold a public hearing on the 2014-15 LCAP to adopt a Local Control and Accountability Plan. This plan is the result of an iterative process involving multiple and various opportunity for stakeholder input and feedback. The District received feedback from over 5,800 stakeholders, including students, parents and staff.

RATIONALE:

In June 2013, the Legislature adopted a new funding system for schools in California known as the Local Control Funding Formula (LCFF). The purpose of the new funding formula was to give school district more local control over how funds are spent. As part of LCFF, the Legislature included an accountability component known as the Local Control and Accountability Plan or LCAP. Each school district, in developing its LCAP, must address eight state priorities and solicit input and consult with parents, teachers, school administrators, school employees, students, and employee organizations. As part of the process, each school district is required to hold at least one public hearing to solicit the recommendations and comments of the members of the public regarding the specific actions and expenditures proposed to be included in the LCAP.

At a subsequent board meeting to the public hearing, the Board is required to adopt the LCAP in a public meeting. The subsequent meeting is required to be the same meeting in which the Board adopts the budget for the 2014-15 school year. The adoption of the 2014-15 Local Control and Accountability Plan and the 2014-15 Budget is scheduled for the June 24, 2014, Board meeting.

FUNDING:

Not Applicable

Santa Ana Unified School District

ALL EYES ON LEARNING
2014 - 2015
LOCAL CONTROL ACCOUNTABILITY PLAN
(LCAP)

UPDATE



JUNE 10, 2014

PROCESS

**Refining the LCAP –
Ongoing**

**Board of Education feedback –
Currently in process**

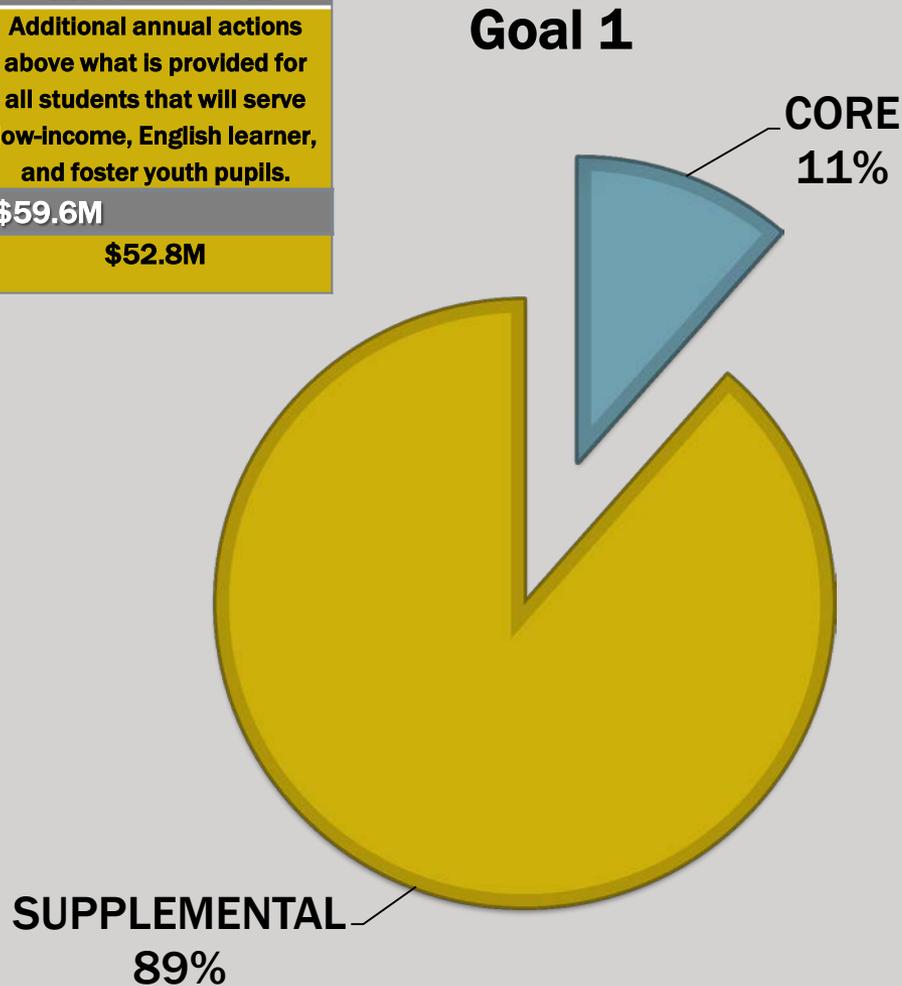
**OCDE & DAC/DELAC feedback –
Currently in process**

**Public Hearing –
June 10, 2014**

**Board of Education Authorization of LCAP –
June 24, 2014**

GOAL 1: STUDENT LEARNING OUTCOMES

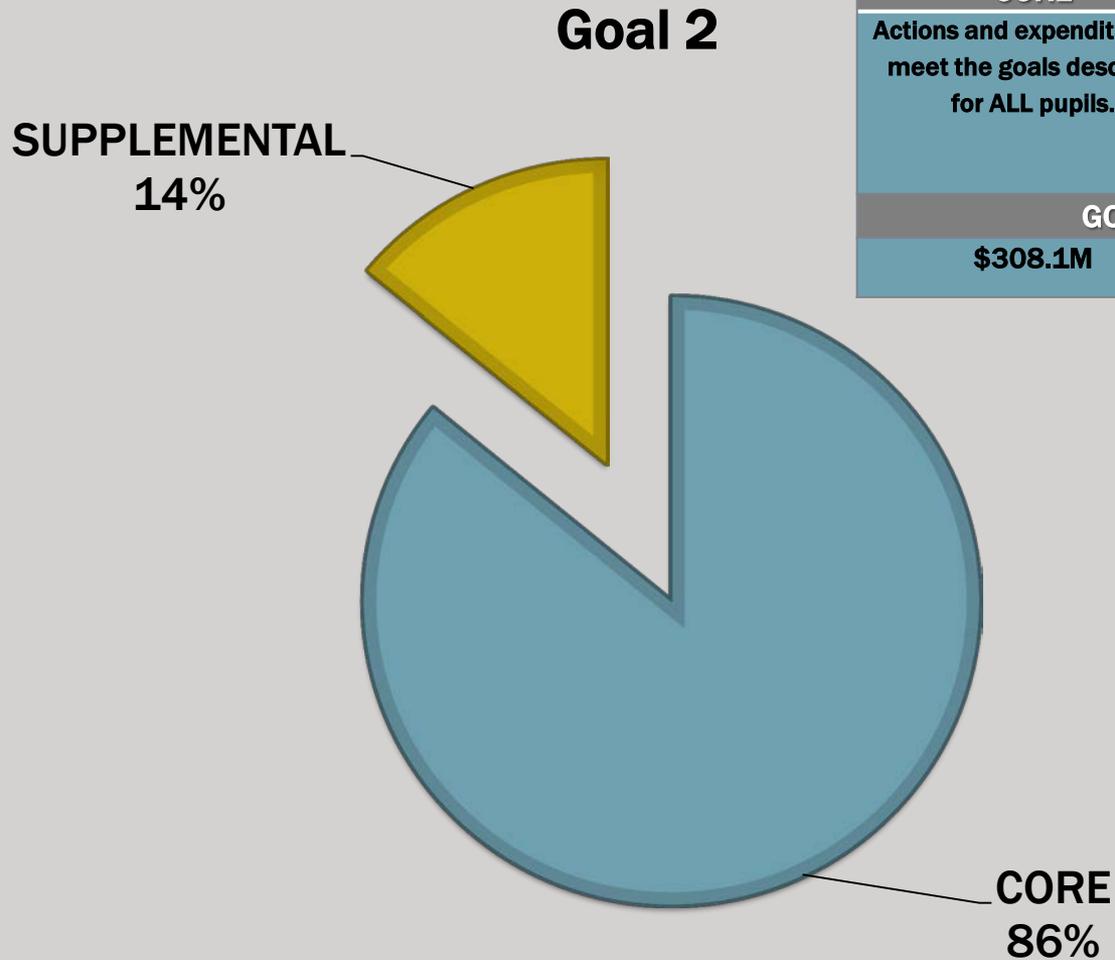
CORE	SUPPLEMENTAL
Actions and expenditures to meet the goals described for ALL pupils.	Additional annual actions above what is provided for all students that will serve low-income, English learner, and foster youth pupils.
GOAL 1 – \$59.6M	
\$6.8M	\$52.8M



GOAL 1: STUDENT LEARNING OUTCOMES

ACTION PLAN STRATEGIES AND RESOURCES	2014-15 BUDGET
1.1: Provide equitable student access to a rigorous, standards-based, instructional program	\$170,000
1.2: Implement progress monitoring assessments for all academic programs	\$500,000
1.3: Maintain partnerships with institutions of higher education and community organizations	\$15,000
1.4: Conduct an Equal Opportunity Study to determine where equity issues exist	\$125,000
1.5: Increase early literacy and reading intervention programs, expand credit recovery options, and build the AVID program	\$110,000
1.6: Provide equity of access to AP courses and implement the IB program	\$100,000
1.7: Expand access to math and science programs	\$92,000
1.8: Increase availability of CTE and ROP courses and academies	\$160,000
1.9: Create course options by establishing a virtual school that promotes course choice	\$135,000
1.10: Support extended learning opportunities for low-income pupils	\$1,441,276
1.11: Ensure success for low-income pupils by providing transition support	\$10,000
1.12: Provide EL student services	\$50,000
1.13: Provide foster students with services targeted to specific needs	\$50,000
1.14: Students receiving special education services will receive services and supports in IEPs	\$2,900,000

GOAL 2: ENGAGEMENT



CORE	SUPPLEMENTAL
Actions and expenditures to meet the goals described for ALL pupils.	Additional annual actions above what is provided for all students that will serve low-income, English learner, and foster youth pupils.
GOAL 2 - \$358.5M	
\$308.1M	\$50.4M

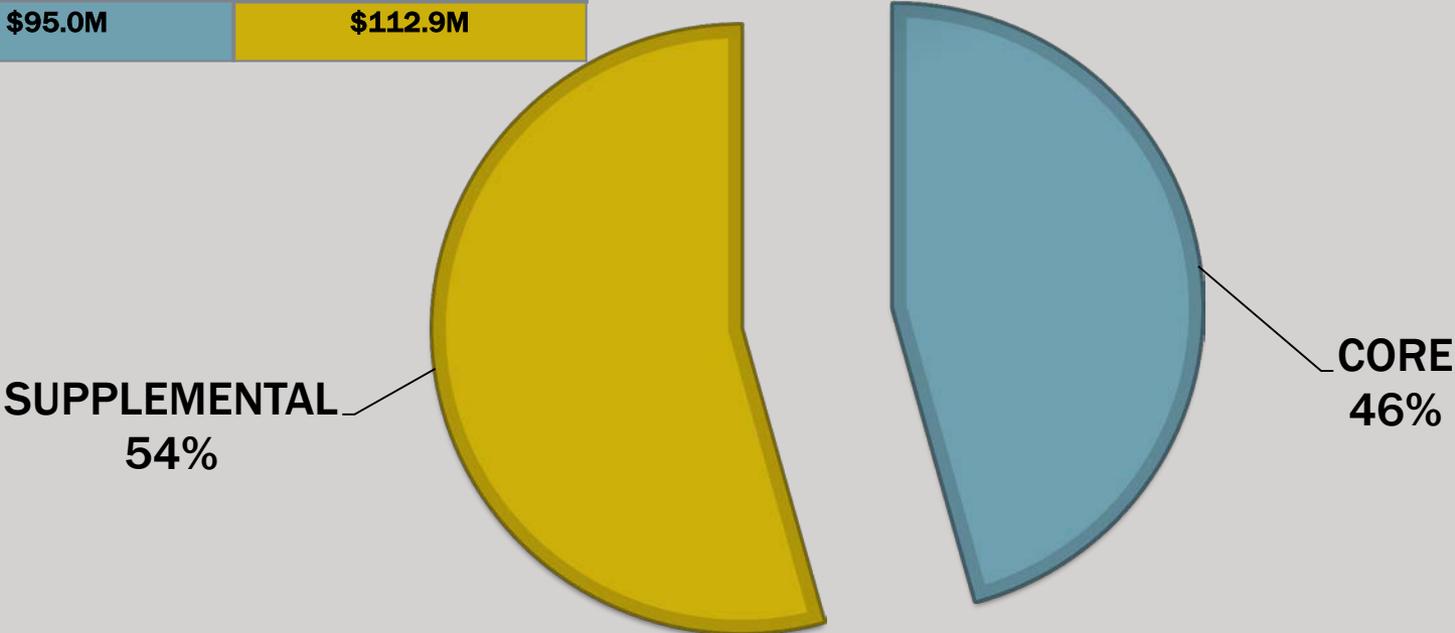
GOAL 2: ENGAGEMENT

ACTION PLAN STRATEGIES AND RESOURCES	2014-15 BUDGET
2.1: Ensure access to the core instructional program	\$19,184,142
2.2: Support learning opportunities for current special education students	\$6,708,082
2.3: Increase resources to schools to support extracurricular programs for students, instructional materials, and other programs and supplies	\$346,417
2.4: Ensure equitable access to technology in classrooms, on campus, and at home	\$4,511,895
2.5: Ensure equitable access to the core instructional program, including Visual and Performing Arts and Physical Education	\$200,000
2.6: Ensure access for low income pupils to the core instructional program, project-based learning , and electives	\$2,402,380
2.7: Increase access to technology that is available to students at school and home	\$1,371,560
2.8: Provide professional development for teachers	\$1,300,000
2.9: Support and extend learning opportunities for low-income pupils	\$784,895
2.10: Support student learning via science camps and experiential field trips, and offering summer enrichment programs for elementary and intermediate students	\$1,800,000
2.11: Establish partnerships that ensure student success (grant writer)	\$160,000
2.12: Ensure access for EL students and parents to Rosetta Stone licenses, provide parent English classes, and develop native language translations of website	\$242,895
2.13: Provide foster students with services targeted to specific needs	\$50,000

GOAL 3: CONDITIONS OF LEARNING

CORE	SUPPLEMENTAL
Actions and expenditures to meet the goals described for ALL pupils.	Additional annual actions above what is provided for all students that will serve low-income, English learner, and foster youth pupils.
GOAL 3 - \$207.9M	
\$95.0M	\$112.9M

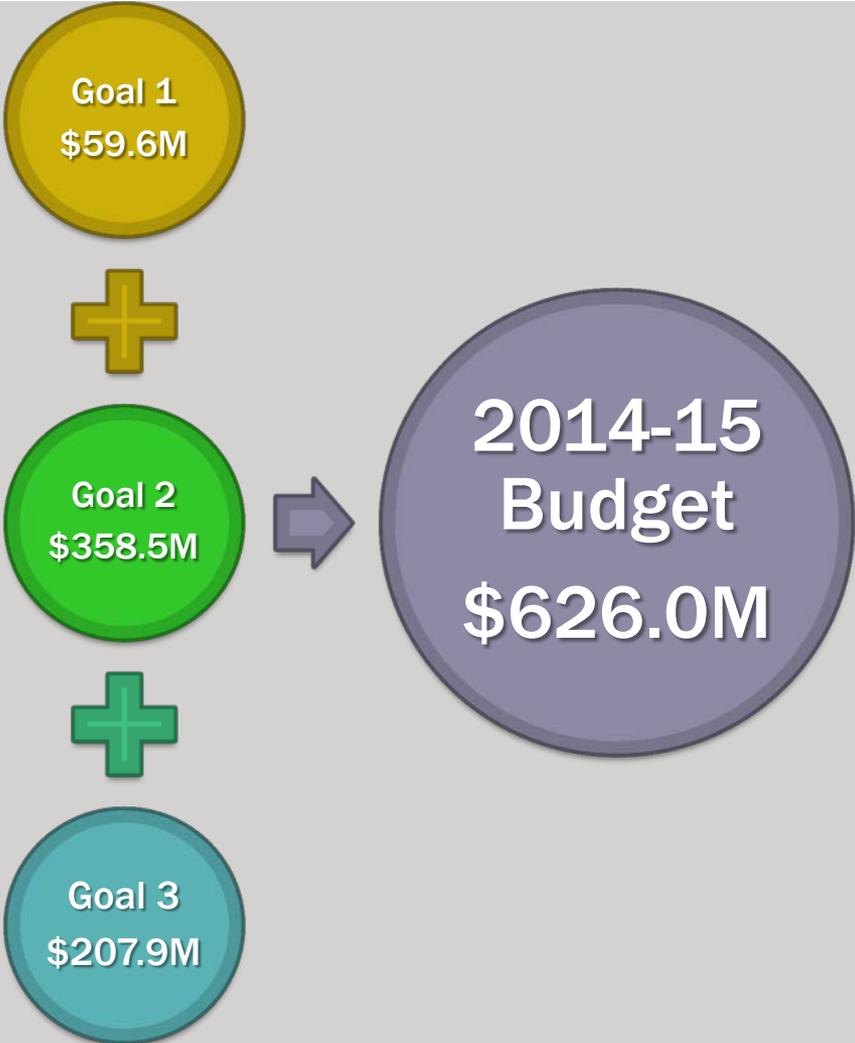
Goal 3



GOAL 3: CONDITIONS OF LEARNING

ACTION PLAN STRATEGIES AND RESOURCES	2014-15 BUDGET
3.1: Provide adult supervision/staff during transition periods	\$1,200,000
3.2: Support learning events and opportunities for all stakeholders	\$10,000
3.3: Establish processes that support maintaining current facilities	\$2,293,382
3.4: Support school and district operations to create welcome and productive environments	\$4,467,332
3.5: Ensure access for low-income pupils to the core instructional program by including, but not limited to, PBIS training, expanding drop-out prevention and retention efforts , mentoring, increasing nursing services, nutritious food, intramural sports, and other wellness programs	\$1,585,858
3.6: Support extended learning opportunities for low-income pupils by providing parent training on accessing the student information system	\$150,000
3.7: Establish parenting programs that support student success by working with community partners and organizations and other family services	\$1,407,649
3.8: Parents of EL students will receive assistance including translation services and English and computer classes	\$10,000
3.9: RFEP students will receive services including, but not limited to, the services provided to all low-income students	\$100,000
3.10: Support the enhancement of school climate through smooth operations and processes	\$185,582

BUDGET BREAKDOWN



Ck

§ 15497. Local Control and Accountability Plan and Annual Update Template.

Introduction:

LEA: _____ Contact (Name, Title, Email, Phone Number): _____ LCAP Year: _____

Local Control and Accountability Plan and Annual Update Template

The Local Control and Accountability Plan (LCAP) and annual update template shall be used to provide details regarding local educational agencies' (LEAs) actions and expenditures to support pupil outcomes and overall performance pursuant to Education Code sections 52060, 52066, 47605, 47605.5, and 47606.5.

For school districts, pursuant to Education Code section 52060, the LCAP must describe, for the school district and each school within the district, goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, for each of the state priorities and any locally identified priorities.

For county offices of education, pursuant to Education Code section 52066, the LCAP must describe, for each county office of education-operated school and program, goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, who are funded through the county office of education Local Control Funding Formula as identified in Education Code section 2574 (pupils attending juvenile court schools, on probation or parole, or mandatorily expelled) for each of the state priorities and any locally identified priorities. School districts and county offices of education may additionally coordinate and describe in their LCAPs services provided to pupils funded by a school district but attending county-operated schools and programs, including special education programs.

Charter schools, pursuant to Education Code sections 47605, 47605.5, and 47606.5, must describe goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, for each of the state priorities as applicable and any locally identified priorities. For charter schools, the inclusion and description of goals for state priorities in the LCAP may be modified to meet the grade levels served and the nature of the programs provided, including modifications to reflect only the statutory requirements explicitly applicable to charter schools in the Education Code.

The LCAP is intended to be a comprehensive planning tool. LEAs may reference and describe actions and expenditures in other plans and funded by a variety of other fund sources when detailing goals, actions, and expenditures related to the state and local priorities. LCAPs must be consistent with school plans submitted pursuant to Education Code section 64001. The information contained in the LCAP, or annual update, may be supplemented by information contained in other plans (including the LEA plan pursuant to Section 1112 of Subpart 1 of Part A of Title I of Public Law 107-110) that are incorporated or referenced as relevant in this document.

For each section of the template, LEAs should comply with instructions and use the guiding questions as prompts (but not limits) for completing the information as required by statute. Guiding questions do not require separate narrative responses. Data referenced in the LCAP must be consistent with the school accountability report card where appropriate. LEAs may resize pages or attach additional pages as necessary to facilitate completion of the LCAP.

State Priorities

The state priorities listed in Education Code sections 52060 and 52066 can be categorized as specified below for planning purposes, however, school districts and county offices of education must address each of the state priorities in their LCAP. Charter schools must address the priorities in Education Code section 52060(d) that apply to the grade levels served, or the nature of the program operated, by the charter school.

A. Conditions of Learning:

Basic: degree to which teachers are appropriately assigned pursuant to Education Code section 44258.9, and fully credentialed in the subject areas and for the pupils they are teaching; pupils have access to standards-aligned instructional materials pursuant to Education Code section 60119; and school facilities are maintained in good repair pursuant to Education Code section 17002(d). (Priority 1)

Implementation of State Standards: implementation of academic content and performance standards adopted by the state board for all pupils, including English learners. (Priority 2)

Course access: pupil enrollment in a broad course of study that includes all of the subject areas described in Education Code section 51210 and subdivisions (a) to (i), inclusive, of Section 51220, as applicable. (Priority 7)

Expelled pupils (for county offices of education only): coordination of instruction of expelled pupils pursuant to Education Code section 48926. (Priority 9)

Foster youth (for county offices of education only): coordination of services, including working with the county child welfare agency to share information, responding to the needs of the juvenile court system, and ensuring transfer of health and education records. (Priority 10)

B. Pupil Outcomes:

Pupil achievement: performance on standardized tests, score on Academic Performance Index, share of pupils that are college and career ready, share of English learners that become English proficient, English learner reclassification rate, share of pupils that pass Advanced Placement exams with 3 or higher, share of pupils determined prepared for college by the Early Assessment Program. (Priority 4)

Other pupil outcomes: pupil outcomes in the subject areas described in Education Code section 51210 and subdivisions (a) to (i), inclusive, of Education Code section 51220, as applicable. (Priority 8)

C. Engagement:

Parent involvement: efforts to seek parent input in decision making, promotion of parent participation in programs for unduplicated pupils and special need subgroups. (Priority 3)

Pupil engagement: school attendance rates, chronic absenteeism rates, middle school dropout rates, high school dropout rates, high school graduations rates. (Priority 5)

School climate: pupil suspension rates, pupil expulsion rates, other local measures including surveys of pupils, parents and teachers on the sense of safety and school connectedness. (Priority 6)

Section 1: Stakeholder Engagement

Meaningful engagement of parents, pupils, and other stakeholders, including those representing the subgroups identified in Education Code section 52052, is critical to the LCAP and budget process. Education Code sections 52062 and 52063 specify the minimum requirements for school districts; Education Code sections 52068 and 52069 specify the minimum requirements for county offices of education, and Education Code section 47606.5 specifies the minimum requirements for charter schools. In addition, Education Code section 48985 specifies the requirements for translation of documents.

Instructions: Describe the process used to engage parents, pupils, and the community and how this engagement contributed to development of the LCAP or annual update. Note that the LEA’s goals related to the state priority of parental involvement are to be described separately in Section 2, and the related actions and expenditures are to be described in Section 3.

Guiding Questions:

- 1) How have parents, community members, pupils, local bargaining units, and other stakeholders (e.g., LEA personnel, county child welfare agencies, county office of education foster youth services programs, court-appointed special advocates, foster youth, foster parents, education rights holders and other foster youth stakeholders, English learner parents, community organizations representing English learners, and others as appropriate) been engaged and involved in developing, reviewing, and supporting implementation of the LCAP?
- 2) How have stakeholders been included in the LEA’s process in a timely manner to allow for engagement in the development of the LCAP?
- 3) What information (e.g., quantitative and qualitative data/metrics) was made available to stakeholders related to the state priorities and used by the LEA to inform the LCAP goal setting process?
- 4) What changes, if any, were made in the LCAP prior to adoption as a result of written comments or other feedback received by the LEA through any of the LEA’s engagement processes?
- 5) What specific actions were taken to meet statutory requirements for stakeholder engagement pursuant to Education Code sections 52062, 52068, and 47606.5, including engagement with representative parents of pupils identified in Education Code section 42238.01?
- 6) In the annual update, how has the involvement of these stakeholders supported improved outcomes for pupils related to the state priorities?

Involvement Process	Impact on LCAP
<p>In order to complete this accountability plan, multiple methods of gathering data and allowing for input were developed.</p> <p>Planning: On July 23, 2013, the Board of Education of the Santa Ana Unified School District approved a Strategic Plan aimed at clearly defining the goals our district strives to accomplish. On January 28, 2014, the board discussed priorities and needs of the district, as framed in the 8 state priorities. On February 24, the Board of Education approved the district’s LCAP Community Engagement Plan.</p>	<p>Multiple methods of data collection ensured that maximum input across multiple stakeholders (internal, students, parents, and community) was collected, synthesized, and utilized.</p> <p>The Board of Education was engaged in, supportive of, and participatory in the district process.</p>

Involvement Process	Impact on LCAP
<p>The district also entered into consulting agreements with Ed Trust West and WestED to give us feedback on and refinement of our process. We wanted an independent opinion on our process design, execution and whether it met the spirit and not just the letter of the law. Ed Trust West focused on community engagement groups and their trust in the process and provided formative evaluation to the district. WestED provided on-going support with data analysis and the LCAP writing process.</p> <p>Process: During the months of February, March, and April 2014, a series of engagement opportunities for employees, students, parents and community members provided input on the educational priorities of the Santa Ana Unified School District. These opportunities included over 50 meetings, including planned and added sessions as requested by various stakeholders. Each stakeholder meeting was focused on a particular job-alike group, in the broad sense. In addition to formal responses for this document, several issues were raised during the various meetings which resulted in immediate responses from district officials. For example, computer keyboards were reported as missing keys. The district was able to respond immediately to address and resolve this concern. At another meeting, parents described issues with expired food served to students leading to an audit of food services programs to address this issue.</p> <p>In an effort to make the process as transparent as possible, the district created an area within the district website to facilitate the process, including the capability of Google translation. This area includes 6 sections, each with a particular focus of the process. The first section is a “Welcome,” with an overview of the district and the transcripts of the comments of every internal and community stakeholder meeting. The second section, “Funding for Schools,” describes the LCAP/LCFF requirements, including the differences between the old funding formula and the new formula. A section labeled “Get Involved” includes all of the planned community outreach meetings (see description below). “Presentations and Updates” include a Board presentation. Additional feedback or comments are possible on the “Provide Input” page. Feedback is sent to the deputy superintendent of business operations. She then sends the information to relevant cabinet members. Anything that can/needs to be addressed immediately is. All comments are recorded as part of the community input. This page also provides information regarding a dedicated phone line which has a bilingual speaker and recording options, to facilitate further input. The final page, “Videos and Articles,” provides various media documenting and highlighting the process. In addition, the district posted LCAP information to its’ various social media sites.</p> <p>Internal Stakeholders:</p>	<p>This lent an unbiased evaluation component to whether the data being collected and the processes used create an authentic conduit for parent and community input and engagement.</p> <p>All data from the internal and community input sessions were compiled and synthesized by district staff and external support provider (WestEd). The data was synthesized into emerging themes for each of the eight priority areas. Those themes were used to guide the writing of sections 2 and 3 of this report. The goals of this plan as well as the choice of activities and expenditures are supported by the data gathered during the over 100 hours of direct stakeholder (internal, students, parent, and community) input meetings.</p> <p>The website and phone number allowed for an increased level of participation and a level of transparency to the community. Any stakeholder (internal, students, parents, or community members) were able to view the latest information and see feedback from all sessions. In addition, the phone number and website allowed for additional feedback as stakeholders were able to provide feedback after attending a session. The website and phone number also allowed for a level of anonymity. Stakeholders could leave feedback anonymously if desired which allowed for more honest and direct feedback from some that would not feel able to do so in a public forum.</p>

Involvement Process	Impact on LCAP
<p>Internal stakeholder meetings included Elementary/Secondary Principals, District Instructional Leadership Team, Classified Leadership Team, Assistant Principals, Classified Association Executive Board, Certificated Association Executive Board, Teachers of the Year, Classified Employees of the Month and Year, Certificated Learning and Achievement Staff Development Specialists, ASB Students, PTA board, Continuous Improvement Team, Curriculum and Program Specialists, Teachers on Special Assignment, Support Services Task Force, and Teacher meetings (including the teachers from the Special Education preschool) held at various sites. In addition, district sponsored parent groups, such as DAC/DELAC members and CAC (Special Education Parents) provided information during their meetings. All of the information from more than 20 internal stakeholder meetings was synthesized and added to the information from the community stakeholder and student meetings.</p> <p>The protocol for each of these internal stakeholder sessions included a brief overview of the changes to the funding process followed by a rotational “gallery walk” where participants provided input on programs, activities, instructional practices and/or measurement tools for each focus area. In each of these meetings, participants were randomly assigned to one of eight stations, designated for each of the state priority areas, as a starting point. Groups rotated through two sequential stations, and then were provided a third rotation in which they could provide input on any of the 8 stations. The entire stakeholder group was then provided an opportunity for additional discussion and feedback. The process was mirrored for community stakeholder meetings as well. In addition, community stakeholders were given a business card with information on the website and dedicated phone line to take home with them. Of note, between 30 – 50 district/school site staff members attended each community input meeting.</p> <p>Student Voice: Data was gathered from current 9th – 12th grade students through a series of student engagement meetings held at each of the High Schools, including the non-traditional sites. Students from our Community Day High School were invited to attend a meeting at one of the other sites. Principals were asked to select students to give input, with approximately 1700 students participating. In an interactive session with a deputy superintendent of educational services, students were asked to provide feedback on what they believed would be helpful for future students. As a result of parent input requesting additional student involvement, posters with QR codes were created and distributed to each secondary site to allow for all students to provide input.</p> <p>Community and Parent Input: Currently, SAUSD is a provision 2 district through the National School Lunch Program and the School Breakfast Program, whereby all students in the district are eligible for breakfast and lunch</p>	<p>Internal stakeholders work at the school sites and with the students on a daily basis. Because of these daily interactions, these internal stakeholders provided valuable insight as to how students learn, effective programs, school environments/climates, needs for professional development for staff, and realistic goals.</p> <p>Students were integral members in the engagement sessions. Students were able to provide unique insight in to educational programs they found to be beneficial and goals they felt were reflective of student needs. In addition, they were able to provide input as to goals and programs they felt would benefit the educational experience of younger and incoming students. Data gathered from QR surveys will impact future district actions.</p> <p>Parents and community members were able to provide input on what they felt was valuable for their students to not only achieve educationally but to also be successful, productive members of</p>

Involvement Process	Impact on LCAP
<p>at no charge. Also of consideration was the need for parents to have a location within walking distance. In addition, 82% of students in SAUSD are currently or formerly classified as limited English Proficient. Our unduplicated count, per LCAP criteria, is at 93%. These factors lead to a need for multiple community sessions offered at various times throughout the week including morning, evening and Saturday sessions. In total 24 parent and community sessions (see attachment A) were scheduled throughout the district. Within each location, 2-3 schools were targeted, although community members and other stakeholders were welcome to attend any or all of the sessions. Parents at each school site were sent a flyer in both English and Spanish inviting them to the location for their targeted site, with a tear off registration form to aid in district planning. In addition, some schools offered incentives for parent participation. The district provided free food and child care to facilitate higher attendance.</p> <p>Employees from the targeted sites, including the site principals, assisted with registration, while district office personnel were responsible for facilitating the “gallery walk” process to maintain consistency throughout the 23 locations. In addition, a similar session was conducted at the district office specifically for parents of foster youth. The opening included time for registration, child care assignments, and socializing. After a brief time, the introductory presentation Power Point was broadcast in both English and Spanish (with two sessions also including Vietnamese). Each of the 8 stations included an English and Spanish poster and was led by a native language district staff member. The poster facilitators were instructed to record the responses of parents exactly as stated, in the language stated. In addition, a Vietnamese poster option was available at all sessions if needed. Parents were brought back together after the rotations, where the district micro-site “All Eyes on Learning” was demonstrated and then a question and answer period followed. The question and answer periods provided time for additional community input beyond what had been recorded on the charts. Various Cabinet members, including the superintendent, were available after the meetings for further discussion and comments. The posters were then transcribed, translated, and the resulting data posted on the website. In addition, the community feedback sessions were also videotaped, with transcriptions provided.</p> <p>Feedback and revisions: As the LCAP plan was being written, it was distributed to various stakeholders for review and further input. This process included providing the Board of Education with periodic updates. The plan was formally presented to the DAC/DLAC groups at their May meeting, with ongoing written responses provided by the superintendent to this group. The draft plan was publicly viewable for a length of time to allow parents to provide additional feedback before final approval. In addition, the web forms for community members and the QR code for students will remain available as ongoing feedback to inform the revisions and updates of this plan.</p>	<p>the community. Parents were able to provide insight as to the goals they have for their students and methods, processes, and programs they felt would be beneficial for their students. They were also able to provide information as to ways they would like to be involved and suggestions to the district on how they could better be utilized. Parents were also able to provide unique insights as to the struggles their students had and how these struggles could be overcome with district/school support. The district plan to offer the high number of sessions, food, and childcare lead to higher than expected parent participation. Parent and community participation at these events ranged from 75 - 400. Roughly 3,000 parents participated in one or more of these input sessions.</p> <p>Having site employees at the community engagement sessions allowed for parents to feel comfortable and at ease. Parents were able to check-in for the session with a familiar face. In addition, the native Spanish speakers allowed parents to give feedback with the need for a translator which allowed for a free-flow of information and a level of comfort for the parents. In addition, parents were able to see site administrators which showed the level of involvement of the sites in the process. Having a videographer at each session allowed for videos of each session for archival purposes.</p> <p>Internal and Community stakeholders provided feedback, concerns, and questions on sections 2 and 3, with revisions made based on feedback. The input from our community engagements set the foundation for the actions and metrics that the district identified within the LCAP plan. Recurring themes in the feedback center around the follow four ideas: Parental Involvement and training, classroom technology, extracurricular activities and increasing instructional outcomes. We took those ideas and created action plans in each of our three goals that would address them and make a significant impact on student</p>

Involvement Process	Impact on LCAP
<p>Approval Process: The finalized Local Control Accountability Plan for 2013-14 was presented during the Public Hearing at the May 27, 2014 Board of Education meeting. All updates to the Board of Education during the regular general session meeting were under the presentations of the district website.</p> <p>Future Process: Target monitoring and annual review will be an on-going process. It is the intention of the district to maintain the feedback options which will continue to inform the feedback process.</p>	<p>outcomes.</p> <p>This plan was submitted to the Orange County Department of Education in May 2014 for support and feedback prior to final adoption. The Santa Ana Unified School District Local control and accountability plan was adopted by the School Board on June 24, 2014. It shall be updated on or before July 1 of each subsequent year.</p> <p>Feedback from stakeholders will continue to refine the on-going revisions.</p> <p>All stakeholder input was recorded, organized as possible under each of the goals, and discussed by the district leadership team. Not all of the services and actions suggested could be included as the top priorities to be identified in this first planning cycle due to fiscal constraints, impact on student outcomes, and/or limited evidence-based data. All of the comments will be kept to consider in the following years as the LCAP is annually reviewed and updated.</p>

Section 2: Goals and Progress Indicators

*For school districts, Education Code sections 52060 and 52061, for county offices of education, Education Code sections 52066 and 52067, and for charter schools, Education Code section 47606.5 require(s) the LCAP to include a description of the annual goals, for all pupils and each subgroup of pupils, for **each** state priority and any local priorities and require the annual update to include a review of progress towards the goals and describe any changes to the goals.*

Instructions: Describe annual goals and expected and actual progress toward meeting goals. This section must include specifics projected for the applicable term of the LCAP, and in each annual update year, a review of progress made in the past fiscal year based on an identified metric. Charter schools may adjust the chart below to align with the term of the charter school’s budget that is submitted to the school’s authorizer pursuant to Education Code section 47604.33. The metrics may be quantitative or qualitative, although LEAs must, at minimum, use the specific metrics that statute explicitly references as required elements for measuring progress within a particular state priority area. Goals must address each of the state priorities and any additional local priorities; however, one goal may address multiple priorities. The LEA may identify which school sites and subgroups have the same goals, and group and describe those goals together. The LEA may also indicate those goals that are not applicable to a specific subgroup or school site. The goals must reflect outcomes for all pupils and include specific goals for school sites and specific subgroups, including pupils with disabilities, both at the LEA level and, where applicable, at the school site level. To facilitate alignment between the LCAP and school plans, the LCAP shall identify and incorporate school-specific goals related to the state and local priorities from the school plans submitted pursuant to Education Code section 64001. Furthermore, the LCAP should be shared with, and input requested from, school site-level advisory groups (e.g., school site councils, English Learner Advisory Councils, pupil advisory groups, etc.) to facilitate alignment between school-site and district-level goals and actions. An LEA may incorporate or reference actions described in other plans that are being undertaken to meet the goal.

Guiding Questions:

- 1) What are the LEA's goal(s) to address state priorities related to "Conditions of Learning"?
- 2) What are the LEA's goal(s) to address state priorities related to "Pupil Outcomes"?
- 3) What are the LEA's goal(s) to address state priorities related to "Engagement" (e.g., pupil and parent)?
- 4) What are the LEA's goal(s) to address locally-identified priorities?
- 5) How have the unique needs of individual school sites been evaluated to inform the development of meaningful district and/or individual school site goals (e.g., input from site level advisory groups, staff, parents, community, pupils; review of school level plans; in-depth school level data analysis, etc.)?
- 6) What are the unique goals for subgroups as defined in Education Code sections 42238.01 and 52052 that are different from the LEA's goals for all pupils?
- 7) What are the specific predicted outcomes/metrics/noticeable changes associated with each of the goals annually and over the term of the LCAP?
- 8) What information (e.g., quantitative and qualitative data/metrics) was considered/reviewed to develop goals to address each state or local priority and/or to review progress toward goals in the annual update?
- 9) What information was considered/reviewed for individual school sites?
- 10) What information was considered/reviewed for subgroups identified in Education Code section 52052?
- 11) In the annual update, what changes/progress have been realized and how do these compare to changes/progress predicted? What modifications are being made to the LCAP as a result of this comparison?

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress Baseline: 2013-14	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17	
Student Learning Outcomes								
Our students need the knowledge, skills, and values to become productive citizens in the 21st century.	Goal 1: Students will demonstrate the knowledge, skills, and values necessary to become productive citizens in the 21st century	Goal 1: All students	Goal 1: All schools	Goal 1: Establish baseline	Goal 1: Demonstrated annual growth on each metric	Goal 1: Demonstrated annual growth on each metric	Goal 1: Demonstrated annual growth on each metric	Goal 1: 2.Implementation of State Standards 4. Pupil Achievement 5. Pupil Engagement
Metric: Early Literacy	1a: Students will be proficient readers by the end of third grade	All elementary students	All elementary schools	2012-13: 49% of 3 rd graders read at the proficient level as scored with DIBELS	Establish new baseline based on the initial DIBELS Next assessment	10% growth above the base in 3 rd grade reading proficiency based on 2014-15 DIBELS Next performance	10% growth from 2015-16 3 rd grade reading proficiency on DIBELS Next	7. Course access 8. Other Pupil Outcomes
Metric: EL Redesignation Rate	1b: English learners will be Reclassified	EL Students	All schools	2012-13: 55% of EL students	65% of EL students will be reclassified	70% of EL students will be reclassified	75% of EL students will be reclassified	

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress Baseline: 2013-14	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17	
	within 5 years of entering program			were reclassified within 5 years of entering school	within 5 years of entering school	within 5 years of entering school	within 5 years of entering school	
Metric: Algebra Readiness	1c: Students will demonstrate readiness for Algebra I before entering 9 th grade	All students	All schools	N/A	Establish growth baseline (RIT=235) on the Measures of Academic Progress (MAP)	10% growth above the base for 9 th grade students will score of 235 (RIT) or higher on MAP assessment	10% growth from 2015-16 for 9 th grade students will score of 235 (RIT) or higher on MAP assessment	
				2012-13: 64% of students will demonstrate competency in Algebra I by the end of 9 th grade	69% of students will demonstrate competency in Algebra I by the end of 9 th grade	74% of students will demonstrate competency in Algebra I by the end of 9 th grade	79% of students will demonstrate competency in Algebra I by the end of 9 th grade	
Metric: A-G Course Completion	1d: Students will complete the course sequence required for	All students	All schools	2012-13: 37.2% of 2013 graduates met UC A-G requirement	42% of 2014 graduates will have met UC A-G requirements	49% of 2015 graduates will have met UC A-G requirements	59% of 2016 graduates will have met UC A-G requirements	

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress Baseline: 2013-14	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17	
	entrance into the California university system							
Metric: College Readiness	1e: Students will demonstrate College readiness as indicated by the Early Assessment Program (EAP) or the Measures of Academic Performance (MAP)	All students	All schools	2012-13 ELA: 14% of 11 th grade students met college ready ELA standard on EAP	19% of 11 th graders will evidence college ready or conditional status on ELA EAP or a RIT score above 250	26% of 11 th graders will evidence college ready or conditional status on ELA EAP or a RIT score above 250	36% of 11 th graders will evidence college ready or conditional status on ELA EAP or a RIT score above 250	
				2012-13 Math: 5% of 11 th grade students met college ready ELA standard on EAP	10% of 11 th graders will evidence college ready or conditional status on Math EAP or a RIT score above 255	17% of 11 th graders will evidence college ready or conditional status on Math EAP or a RIT score above 255	27% of 11 th graders will evidence college ready or conditional status on Math EAP or a RIT score above 255	
Metric: Post-secondary persistency	1f: Students will demonstrate persistent post-secondary	All students	All schools	82% of graduates enrolled in post-secondary education persisted	85% of graduates enrolled in post-secondary education persisted	88% of graduates enrolled in post-secondary education persisted	91% of graduates enrolled in post-secondary education persisted	

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress Baseline: 2013-14	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17	
	enrollment via National Clearing House			into their second year of school (Class of 2011)	into their second year of school (Class of 2012)	into their second year of school (Class of 2013)	into their second year of school (Class of 2014)	
Engagement								
Our students need equitable access to a high quality curricular and instructional program that is accessible from school and home.	Goal 2: Students will have equitable access to a high quality curricular and instructional program that is accessible from school and home	Goal 2: All students	Goal 2: All schools	Goal 2: Establish baseline	Goal 2: Demonstrated annual growth on each metric	Goal 2: Demonstrated annual growth on each metric	Goal 2: Demonstrated annual growth on each metric	Goal 2: 1. Basic services 2. Implementation of State Standards 5. Pupil Engagement 7. Course Access
Metric: Student access to technology	2a: Students will have routine access to Internet-enabled technology at home and school	All students	All schools	Establish baseline percentage of students who have access to Internet-enabled technology at home and school	40% of students who have access to Internet-enabled technology at home and school	50% of students who have access to Internet-enabled technology at home and school	60% of students who have access to Internet-enabled technology at home and school	

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress Baseline: 2013-14	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17	
Metric: Extracurricular participation Rates	2b: Students will participate in more than one extracurricular activity	All students	All schools	Create mechanism to track student engagement in extracurricular activities	Establish baseline percentage of students who participate in more than one extracurricular activity	To be determined using 2014-2015 data	To be determined using 2014-2015 data	
Metric: Hiring, training, and retaining of highly-qualified teachers and leaders	2c/d: Students will receive instruction from highly-qualified and well trained instructional staff	All students	All schools	2012-13: 99.4% of teachers meet HQT criteria	100% of teachers meet HQT criteria	Maintain 100% of teachers meet HQT criteria	Maintain 100% of teachers meet HQT criteria	
				Create system to track employee engagement in professional development that is guided/selected by the individual	Establish baseline percentage of instructional staff and leaders that exceed 15 hours of self-selected professional development during the academic year	15% gain above the baseline of instructional staff and leaders have participated in more than 15 hours of self-selected professional development during the academic year	15% gain above 2015-16 of instructional staff and leaders have participated in more than 15 hours of self-selected professional development during the academic year	

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress Baseline: 2013-14	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		LCAP YEAR	Year 2: 2015-16	Year 3: 2016-17	
					Year 1: 2014-15			
Conditions of Learning								
Our students and staff need healthy, safe and secure environments in which to learn.	Goal 3: Students and staff will work in a healthy, safe, and secure environment that supports learning	Goal 3: All students	Goal 3: All schools	Goal 3: Establish baseline	Goal 3: Demonstrated annual growth on each metric	Goal 3: Demonstrated annual growth on each metric	Goal 3: Demonstrated annual growth on each metric	Goal 3: 1. Basic Services 3. Parent Involvement 5. Pupil Engagement 6. School Climate
Metric: California Healthy Kids Survey (CHKS)	3a: Students will report feeling safe or very safe at school on the California Healthy Kids Survey (CHKS)	All students in grades 5, 7, 9, and 11	All schools	2012-13: Students reported feeling safe at school: 76% Gr 5 59% Gr 7 64% Gr 9 66% Gr 11	10% increase at each grade level of students who feel safe or very safe at school	10% increase at each grade level of students who feel safe or very safe at school	10% increase at each grade level of students who feel safe or very safe at school	

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress Baseline: 2013-14	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17	
Metric: California School Parent Survey (CSPS)	3b: Parents will report that school is a safe place for their child on the California School Parent Survey (CSPS)	All parents	All schools	2012-13: 88% of surveyed parents indicated that school was a safe place for children	10% decrease in the number of Parents who Disagree or Strongly Disagree that School is a safe place for their child	10% decrease in the number of Parents who Disagree or Strongly Disagree that School is a safe place for their child	10% decrease in the number of Parents who Disagree or Strongly Disagree that School is a safe place for their child	
Metric: California School Climate Survey (CSCS)	3c: Staff will report that their school is a safe place for students on the California School Climate Survey (CSCS)	All staff	All schools	2012-13: 38% of surveyed staff indicated that school was a safe place	10% decrease in the number of Staff who Disagree or Strongly Disagree that School is a safe place for students	10% decrease in the number of Staff who Disagree or Strongly Disagree that School is a safe place for students	10% decrease in the number of Staff who Disagree or Strongly Disagree that School is a safe place for students	
Metric: Student suspension and expulsion Data	3d/e: Efforts to engage students in school will result in a reduction in the number of lost instructional days	All students	All schools	2012-13: 9,118 of instruction were lost due to suspension	Restore 912 instructional days by reducing the total number of suspensions by to 6,000	Restore 1,733 instructional days by reducing the total number of suspensions by 10% to 5,400	Restore 2,471 instructional days by reducing the total number of suspensions by 10% to 4,860	

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress Baseline: 2013-14	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		LCAP YEAR	Year 2: 2015-16	Year 3: 2016-17	
					Year 1: 2014-15			
	due to suspension and/or expulsion			2012-13: 79 students expelled	Reduce the number of expulsions to 60	Reduce the number of expulsions by 10% to 54	Reduce the number of expulsions by 10% to 49	
Metric: Parent survey data	3f: Parents will participate in an annual school satisfaction survey	All	All	Create or secure a parent survey tool and conduct initial pilot survey.	Establish baseline parent participation rate based upon survey administered in Spring 2015	60% of SAUSD parents will participate in annual survey.	70% of SAUSD parents will participate in annual survey.	
Metric: Facilities Inspection Tool (FIT)	3g: Annual facility surveys will demonstrate that issues are brought forward and addressed quickly	All	All	N/A	Establish baseline number of schools meeting exemplary standard on 2014-15 FIT survey	To be determined using 2014-2015 baseline data	To be determined using 2014-2015 baseline data	

Section 3: Actions, Services, and Expenditures

For school districts, Education Code sections 52060 and 52061, for county offices of education, Education Code sections 52066 and 52067, and for charter schools, Education Code section 47606.5 require the LCAP to include a description of the specific actions an LEA will take to meet the goals identified. Additionally Education Code section 52604 requires a listing and description of the expenditures required to implement the specific actions.

Instructions: Identify annual actions to be performed to meet the goals described in Section 2, and describe expenditures to implement each action, and where these expenditures can be found in the LEA's budget. Actions may describe a group of services that are implemented to achieve identified goals. The actions and expenditures must reflect details within a goal for the specific subgroups identified in Education Code section 52052, including pupils with disabilities, and for specific school sites as applicable. In describing the actions and expenditures that will serve low-income, English learner, and/or foster youth pupils as defined in Education Code section 42238.01, the LEA must identify whether supplemental and concentration funds are used in a districtwide, schoolwide, countywide, or charterwide manner. In the annual update, the LEA must describe any changes to actions as a result of a review of progress. The LEA must reference all fund sources used to support actions and services. Expenditures must be classified using the California School Accounting Manual as required by Education Code sections 52061, 52067, and 47606.5.

Guiding Questions:

- 1) What actions/services will be provided to all pupils, to subgroups of pupils identified pursuant to Education Code section 52052, to specific school sites, to English learners, to low-income pupils, and/or to foster youth to achieve goals identified in the LCAP?
- 2) How do these actions/services link to identified goals and performance indicators?
- 3) What expenditures support changes to actions/services as a result of the goal identified? Where can these expenditures be found in the LEA's budget?
- 4) In the annual update, how have the actions/services addressed the needs of all pupils and did the provisions of those services result in the desired outcomes?
- 5) In the annual update, how have the actions/services addressed the needs of all subgroups of pupils identified pursuant to Education Code section 52052, including, but not limited to, English learners, low-income pupils, and foster youth; and did the provision of those actions/services result in the desired outcomes?
- 6) In the annual update, how have the actions/services addressed the identified needs and goals of specific school sites and did the provision of those actions/services result in the desired outcomes?
- 7) In the annual update, what changes in actions, services, and expenditures have been made as a result of reviewing past progress and/or changes to goals?

A. What annual actions, and the LEA may include any services that support these actions, are to be performed to meet the goals described in Section 2 for ALL pupils and the goals specifically for subgroups of pupils identified in Education Code section 52052 but not listed in Table 3B below (e.g., Ethnic subgroups and pupils with disabilities)? List and describe expenditures for each fiscal year implementing these actions, including where these expenditures can be found in the LEA’s budget.

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions / services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
Goal 1: All students will demonstrate the knowledge, skills, and values necessary to become productive citizens in the 21st century.	Goal 1: 2.Implementation of State Standards 4. Pupil Achievement 5. Pupil Engagement 7. Course access 8. Other Pupil Outcomes	1.1: Provide equitable student access to a rigorous, standards-based, instructional program that includes, but is not limited to high-quality instruction , instructional materials, academic supports, and technology-based resources .	District wide		\$170,000	\$170,000	\$170,000
		1.2: Implement progress monitoring (growth) assessments for all academic programs.	District wide		\$500,000	\$500,000	\$500,000
		1.3: Maintain partnerships with institutions of higher education and community organizations that support desired student-learning outcomes.	District wide		\$15,000	\$15,000	\$15,000
Goal 2: Students need equitable access to a high quality curricular and instructional program that is accessible from school and home.	Goal 2: 1. Basic Services 2.Implementation of State Standards 5. Pupil Engagement	2.1: Ensure access to the core instructional program by providing highly qualified teachers at each site and ongoing professional development for all staff.	District wide		\$19,184,142	\$24,270,277	\$29,356,412
		2.2: Support learning opportunities for current special education students as provided in their Individualized Education Plans (IEPs).	District wide		\$6,708,082	\$8,783,467	\$10,858,853
		2.3: Increase resources to schools to support extracurricular programs for students, instructional materials and other programs and supplies to enhance student outcomes	District wide		\$346,417	\$346,417	\$346,417
		2.4: Ensure equitable access to technology in classrooms, on campus, and at home.	District wide		\$4,511,895	\$0	\$0

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions / services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
	7. Course Access	2.5: Ensure equitable access to the core instructional program, including Visual and Performing Arts (VAPA), and physical education courses.	District wide		\$200,000	\$200,000	\$200,000
Goal 3. All students and staff will work in a healthy, safe, and secure environment that supports learning.	Goal 3. 1. Basic Services 3. Parent Involvement 5. Pupil Engagement 6. School Climate	3.1: Provide adult supervision/staff during transition periods.	District wide		\$1,200,000	\$1,200,000	\$1,200,000
		3.2: Support learning opportunities for all stakeholders such as, but not limited to, providing family events , i.e. Open House and Back to School Nights.	District wide		\$10,000	\$10,000	\$10,000
		3.3: Establish processes that support maintaining current facilities (school safety and maintenance).	District wide		\$2,293,382	\$4,642,762	\$5,054,480
		3.4: Support school and district operations to create welcoming and productive school environments	District wide		\$4,467,332	\$4,918,329	\$6,153,717

B. Identify additional annual actions, and the LEA may include any services that support these actions, above what is provided for all pupils that will serve low-income, English learner, and/or foster youth pupils as defined in Education Code section 42238.01 and pupils redesignated as fluent English proficient. The identified actions must include, but are not limited to, those actions that are to be performed to meet the targeted goals described in Section 2 for low-income pupils, English learners, foster youth and/or pupils redesignated as fluent English proficient (e.g., not listed in Table 3A above). List and describe expenditures for each fiscal year implementing these actions, including where those expenditures can be found in the LEA's budget.

Goal (Include and identify all)	Related State and Local Priorities (from)	Actions and Services	Level of Service (Indicate	Annual Update: Review	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?
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goals from Section 2, if applicable)	Section 2)		if school-wide or LEA-wide)	of actions/ services	LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
Goal 1: All students will demonstrate the knowledge, skills, and values necessary to become productive citizens in the 21st century.	Goal 1: 2.Implementation of State Standards 4. Pupil Achievement 5. Pupil Engagement 7. Course access 8. Other Pupil Outcomes	1.4: Conduct an Equal Opportunity Study (transcript review and blueprint for action) to determine where equity issues exist within current practices and how to reduce their impact.	High Schools		\$125,000	\$125,000	\$0
		1.5: Ensure access for low-income pupils to the core instructional program by increasing early literacy and reading intervention programs, expanding credit recovery options , and building the Advancement Via Individual Determination (AVID) program.	District-wide		\$110,000	\$370,000	\$370,000
		1.6: Provide equity of access to Advanced Placement (AP) course options, AP training for teachers , and AP summer boot camp, and implement an International Baccalaureate (IB) program.	High Schools		\$100,000	\$225,000	\$225,000
		1.7: Expand access to math and science programs by increasing opportunities in Project Lead the Way (PLTW), and Science Technology Engineering Arts Mathematics (STEM/STEAM) programs at all schools.	District-wide		\$92,000	\$92,000	\$92,000
		1.8: Increase availability of Career Technical Education (CTE) & Regional Occupational Program (ROP) courses and academies .	High Schools		\$160,000	\$4,167,477	\$4,167,477
		1.9: Create course options by establishing a virtual school that promotes course choice at the high school level and enhances personalized learning options across all grade levels.	District-wide		\$135,000	\$135,000	\$135,000
		1.10: Support extended learning opportunities for low-income pupils by providing early childhood education, before and after school programs and tutoring , academic summer school programs , and transportation services .	District-wide		\$1,441,276	\$1,910,486	\$2,379,702
		1.11: Ensure success for low-income pupils by providing transition support (bridge programs) from school-to-school (5 th to 6 th grade, 8 th to 9 th grade, and 12 th grade to college/career).	District-wide		\$10,000	\$10,000	\$10,000

Goal (Include and identify all goals from Section 2, if applicable)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
		1.12: Provide EL student services including, but not limited to, newcomers programs and summer English Language Development (ELD) academy. Provide Long term English Learner (LTEL) teacher training ,	District-wide		\$50,000	\$50,000	\$50,000
		1.13: Provide foster students with services targeted to specific needs of the subgroup that may be confidential in nature.	District-wide		\$50,000	\$50,000	\$50,000
		1.14: In addition to services provided to low income students, students receiving special education services will receive services such as, but not limited to, services and supports as listed in Individualized Educational Plans (IEPs) for additional students above 2013-2014 baseline numbers.	District-wide		\$2,900,000	\$4,400,000	\$5,900,000
Goal 2: Students need equitable access to a high quality curricular and instructional program that is accessible from school and home.	Goal 2: 1. Basic Services 2. Implementation of State Standards 5. Pupil Engagement 7. Course Access	2.6: Ensuring access for low income pupils to the core instructional program including, but not limited to, implementing project-based learning , increasing Visual and Performing Arts (VAPA) and other elective classes ,	District-wide		\$2,402,380	\$3,113,409	\$3,117,760
		2.7: Increase access to technology that is available to students at school and at home.	District-wide		\$1,371,560	\$1,516,889	\$1,662,218
		2.8: Provide professional development for teachers in implementation of the new State standards and technology integration strategies.	District-wide		\$1,300,000	\$1,300,000	\$1,300,000
		2.9: Support and extend learning opportunities for low-income pupils by increasing library access (staffing and hours of operation) and access to computer resources on campus. Provide computer training for parents .	District-wide		\$784,895	\$884,346	\$983,798

Goal (Include and identify all goals from Section 2, if applicable)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
		2.10: Support student learning via science camps and experiential <i>field trips</i> , and offering <i>summer enrichment programs</i> for elementary and intermediate schools.	District-wide		\$1,800,000	\$1,800,000	\$1,800,000
		2.11: Establish <i>partnerships</i> that ensure student success including, but not limited to, creating a Program Development Office (grant writer), partnering with non-profit organizations to provide <i>Internet access</i> at low cost to families and <i>Internet-enabled devices for student check-out</i> .	District-wide		\$160,000	\$160,000	\$160,000
		2.12: Ensure access for EL students and parents to Rosetta stone licenses, provide <i>parent English classes</i> , and develop <i>native language translations</i> of website (Spanish & Vietnamese).	District-wide		\$242,895	\$253,767	\$264,640
		2.13: Provide foster students with services targeted to specific needs of the subgroup that may be confidential in nature.	District-wide		\$50,000	\$50,000	\$50,000
Goal 3: All students and staff will work in a healthy, safe, and secure environment that supports learning.	Goal 3. 1. Basic Services 3. Parent Involvement 5. Pupil Engagement 6. School Climate	3.5: Ensure access for low income pupils to the core instructional program by including, but not limited to, <i>Positive Behavior Interventions and Supports</i> (PBIS) training, expanding <i>drop-out prevention</i> and retention efforts, <i>mentoring</i> , increasing <i>nursing services, nutritious food, intramural sports</i> , and other <i>wellness programs</i> .	District-wide		\$1,585,858	\$1,975,199	\$2,411,642
		3.6: Support extended learning opportunities for low-income pupils by providing <i>parent training</i> on accessing the student information system (attendance, grades, progress reports, etc.).	District-wide		\$150,000	\$140,000	\$50,000

Goal (Include and identify all goals from Section 2, if applicable)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
		3.7: Establish parenting programs that support student success by working with community partners and organizations and other family services (e.g., parent trainings , links to community social service resources, parenting workshops), expand the use of school-based Parent and Community Liaisons , expanding structured recess at elementary schools, offering health fairs, and providing finger printing for parent volunteers. Support these efforts with transportation and childcare .	District-wide		\$1,407,649	\$2,523,411	\$3,647,390
		3.8: In addition to services provided to low-income students, parents of EL students will receive assistance including translation services and English and computer classes .	District-wide		\$10,000	\$10,000	\$10,000
		3.9: Redesignated Fluent English Proficient (RFEP) students will receive services including, but not limited to, the services provided to all low-income students.	District-wide		\$100,000	\$100,000	\$100,000
		3.10: Support the enhancement of school climate through smooth operations and processes.	District-wide		\$185,582	\$192,504	\$221,746

- C. Describe the LEA’s increase in funds in the LCAP year calculated on the basis of the number and concentration of low income, foster youth, and English learner pupils as determined pursuant to 5 CCR 15496(a)(5). Describe how the LEA is expending these funds in the LCAP year. Include a description of, and justification for, the use of any funds in a district-wide, school wide, countywide, or charter wide manner as specified in 5 CCR 15496. For school districts with below 55 percent of enrollment of unduplicated pupils in the district or below 40 percent of enrollment of unduplicated pupils at a school site in the LCAP year, when using supplemental and concentration funds in a district-wide or school wide manner, the school district must additionally describe how the services provided are the most effective use of funds to meet the district’s goals for unduplicated pupils in the state priority areas. (See 5 CCR 15496(b) for guidance.)

Santa Ana Unified believes that a strong instructional program should be the entry point for supporting all students—especially at risk students. For this reason, Santa Ana Unified has chosen to use the majority of its proportionate share of the total LCFF increase (\$56.3 million) for the current LCAP year) to strengthen core instructional programs. We meet requirements of providing services district-wide due to our unduplicated count of 93%. A complete and detailed explanation of resources can be found in Sections 3A and 3B of this LCAP document.

- D. Consistent with the requirements of 5 CCR 15496, demonstrate how the services provided in the LCAP year for low income pupils, foster youth, and English learners provide for increased or improved services for these pupils in proportion to the increase in funding provided for such pupils in that year as calculated pursuant to 5 CCR 15496(a)(7). Identify the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all pupils in the LCAP year as calculated pursuant to 5 CCR 15496(a). An LEA shall describe how the proportionality percentage is met using a quantitative and/or qualitative description of the increased and/or improved services for unduplicated pupils as compared to the services provided to all pupils.

Currently, in Santa Ana Unified, the increase in proportionality for English Learners, Low Income Students and Foster Youth is 15.8% in the LCAP year. In order to ensure equity, we recognize the need to improve and expand services for our most at risk students. The actions stated in section 3b go above and beyond the proportionality requirement for the District.

NOTE: Authority cited: Sections 42238.07 and 52064, Education Code. Reference: Sections 2574, 2575, 42238.01, 42238.02, 42238.03, 42238.07, 47605, 47605.5, 47606.5, 48926, 52052, 52060-52077, and 64001, Education Code; 20 U.S.C. Section 6312.

AGENDA ITEM BACKUP SHEET
June 10, 2014

Board Meeting

TITLE: Presentation of Adoption of 2014-15 Budget

ITEM: Presentation

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

PREPARED BY: Swandayani Singgih, Director, Budget

BACKGROUND INFORMATION:

The purpose of this agenda item is to present to the Board an update on the adoption of the 2014-15 Budget. Education Code Section 42127(a) requires school district governing boards to hold a public hearing on the 2014-15 Budget on or before July 1, 2014, before adoption. The budget and supporting data is available for public inspection at 1601 East Chestnut Avenue, Santa Ana, California.

RATIONALE:

Education Code Section 52062(b)(2) includes a new requirement effective with the 2014-15 fiscal year. Previously, the public hearing and adoption of the proposed budget occurred during the same board meeting in June. With the new regulation, the public meeting at which a school district governing board adopts a budget, must be held *after*, but not on the same day as, the public hearing.

The proposed budget cannot be adopted until after the Local Control and Accountability Plan (LCAP) is adopted and the Plan must be adopted at a public meeting after and separate from its public hearing. The public hearing for the Plan is scheduled for the June 10, 2014, Board meeting; while the adoption of both the LCAP and the 2014-15 Budget is scheduled for the June 24, 2014, Board meeting.

FUNDING:

Not Applicable

RECOMMENDATION:

Presented for information.

SP:mm



2014-15
SAUSD BUDGET PRESENTATION
JUNE 10, 2014



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

AGENDA

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- **LCAP Summary**
- **Governor's May Revision Highlights**
- **SAUSD Budget Development Assumptions**
- **Multi-Year Projection (MYP) and Ending Fund Balance**
- **Next Steps**

STATE FUNDING: LOCAL CONTROL FUNDING FORMULA

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- The implementation of the Local Control Funding Formula (LCFF) is over an 8-year timeframe
- The targets for the 2020-21 school year are recalculated each year based on the students that the district is serving
 - ▣ The difference between the prior year funding and the 2020-21 target is defined as the “gap”
 - ▣ A percentage of the “gap” is then funded through the State budget process
- **There is no guarantee that any, or all, of the gap will be funded each year creating potential budget volatility**

LOCAL CONTROL ACCOUNTABILITY PLAN (LCAP) ALIGNMENT

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- The District budget is aligned to the proposed LCAP Plan that ultimately will be adopted by the Board on June 24, 2014
- The district LCAP addresses measurable student outcomes
- Multi-Year Projections are based upon the LCAP priorities
- The adopted 2014-15 Budget is recommended with a positive certification and will contain the statutory 2% reserve

GOVERNOR'S MAY REVISION

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- Maintained the projected Gap Funding of 28.05%
- Proposed additional solution toward paying down the STRS liability in the “Wall of Debt”
 - ▣ STRS employer rate increase by 1.25% this year. Increase by an additional 1.60% each year until STRS reaches 19.10% in 2020-21
 - ▣ PERS employer rate increase from 0.329% to 11.771% this year. Increase each year in increments up to 20.10% in 2020-21
- Not addressed was ongoing technology for SBAC, Common Core Implementation, and reimbursement for past year mandates (“Wall of Debt”)
- **The Budget process has not concluded**

SAUSD BUDGET DEVELOPMENT ASSUMPTIONS

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- **2014-15 Gap Funding Revenue increased from 21% to 28.05% since 2nd Interim (\$14M)**
- **Increased costs for STRS/PERS, Health and Welfare, and the Affordable Care Act (\$5M)**
- **Increased Special Education costs (\$3M)**
- **Loss of ROP Funding 2015-16 (\$4M) and QEIA funding 2016-17 (\$5M)**
- **Completion of the Common Core Block Grant 2014-15 (\$4.5M)**

REVIEW OF JULY 1 BUDGET MYP UNRESTRICTED FUNDS

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MULTI-YEAR PROJECTIONS @ July 1 Budget	Base Year 2014-15	2015-16	2016-17
REVENUE	\$427,312,497	\$454,321,566	\$472,381,824
EXPENDITURES	\$364,194,482	\$376,209,606	\$390,279,586
OTHER FINANCING SOURCES/USES	(\$67,757,129)	(\$76,133,485)	(\$79,749,559)
NET INCREASE/DECREASE (DEFICIT SPENDING)	(\$4,639,115)	\$1,978,474	\$2,352,678
BEGINNING BALANCE	\$17,223,080	\$12,583,965	\$14,562,440
(DEFICIT SPENDING) / SURPLUS	(\$4,639,115)	\$1,978,474	\$2,352,678
ENDING BALANCE	\$12,583,965	\$14,562,440	\$16,915,119
COMPONENTS OF ENDING BALANCE:			
NON SPENDABLE	\$1,150,000	\$1,150,000	\$1,150,000
SITE DISCRETIONARY/LCAP IMPLEMENTATION	\$864,967	\$1,113,108	\$1,653,538
AFFORDABLE CARE ACT (ACA)	\$0	\$1,453,541	\$2,994,294
ECONOMIC UNCERTAINTIES	\$10,568,997	\$10,845,790	\$11,117,285

PROJECTED ENDING FUND BALANCES (ALL OTHER FUNDS)

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Fund (all \$s in 000's)	2013-14 Estimated Actuals	2014-15 July 1 Budget
Fund 11 - Adult Education	\$0	\$0
Fund 12 - Child Development	\$71	\$71
Fund 13 - Cafeteria	\$16,279	\$12,787
Fund 14 - Deferred Maintenance	\$126	\$126
Fund 17 - Special Reserve	\$0	\$0
Fund 21 - Building	\$13,727	\$5,384
Fund 25 - Capital Facilities	\$7,355	\$5,574
Fund 35 - School Facilities	\$30,187	\$4,870
Fund 40 - Special Reserve/Capital Outlay	\$14,242	\$766
Fund 49 - Capital Projects (COP)	\$951	\$1,092
Fund 51 - Bond Interest & Redemption	\$16,589	\$15,998
Fund 56 - Debt Service	\$8,830	\$9,503
Fund 67 - Self-Insurance	\$9,722	\$9,539

NEXT STEPS

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- **June 24, 2014 Board Meeting**
 - ▣ **Adoption of LCAP**
 - ▣ **Adoption of 2014-15 Budget**
- **August 26, 2014 Board Meeting**
 - ▣ **45-day revision (optional)**
- **October 2014**
 - ▣ **OCDE will approve the LCAP by the October 2014 statutory deadline**

AGENDA ITEM BACKUP SHEET
June 10, 2014

Board Meeting

TITLE: Adoption of Resolution No.13/14-3016 - Approval of Environmental Impact Report, Mitigation Measures, Statement of Overriding Considerations, and Construction and Operation of the Santa Ana Unified School District Sports Complex Project

ITEM: Action

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

PREPARED BY: Jessica Mears, Facilities Planner

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board adoption of Resolution No.13/14-3016 - Approval of Environmental Impact Report, Mitigation Measures, Statement of Overriding Considerations, and Construction and Operation of the Santa Ana Unified School District (SAUSD) Sports Complex Project.

At the January 28, 2014 Board meeting, the Board approved the initiation of the planning process for the SAUSD Sports Complex, which is located at the existing athletic fields on the contiguous campuses of Valley High School, Carr Intermediate School, and Harvey Elementary School. The District plans to construct and operate a new 3,500-seat lighted stadium complex, reconfigure existing turf athletic fields and install synthetic turf, provide lighting for all fields, construct concession stand/restroom buildings, and construct additional parking.

RATIONALE:

In accordance with the California Environmental Quality Act (CEQA), the Board is required to consider the information and findings provided in the SAUSD Sports Complex Environmental Impact Report (EIR) along with any comments received during the public review process at a public hearing prior to adopting the document. The public 45-day review period for the EIR ended on May 22, 2014 and a public hearing was held on June 10, 2014.

If the Board, after considering all items of record, finds that the EIR adequately evaluates the potential significant effects on the environment, and that the EIR reflects the Board's independent judgment, the Board shall adopt the Resolution. The Board shall consider and balance the benefits of the project against its unavoidable environmental impacts when determining to approve the project. Adoption of Resolution No. 13/14-3016 includes approval of the EIR, mitigation measures, Statement of Overriding Considerations, and construction and operation of the SAUSD Sports Complex.

FUNDING:

Not Applicable

RECOMMENDATION:

Adopt Resolution No.13/14-3016, which includes approval of the EIR, mitigation measures, Statement of Overriding Considerations, and construction and operation of the Santa Ana Unified School District Sports Complex.

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**RESOLUTION NO. 13/14-3016
BOARD OF EDUCATION
SANTA ANA UNIFIED SCHOOL DISTRICT
ORANGE COUNTY, CALIFORNIA**

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RESOLUTION OF THE SANTA ANA UNIFIED SCHOOL DISTRICT APPROVING THE ENVIRONMENTAL IMPACT REPORT, MITIGATION MEASURES, STATEMENT OF OVERRIDING CONSIDERATIONS, AND CONSTRUCTION AND OPERATION OF THE SANTA ANA UNIFIED SCHOOL DISTRICT SPORTS COMPLEX

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WHEREAS, the Santa Ana Unified School District (SAUSD) Board of Education ("Board") desires to develop the SAUSD Sports Complex at the existing athletic fields on the contiguous campuses of Valley High School, Carr Intermediate School, and Harvey Elementary School, which is located at the northwest corner of Raitt Avenue and Glenwood Place; and,

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WHEREAS, the Board desires to have the SAUSD construct and operate a new 3,500-seat lighted stadium complex, reconfigure existing turf athletic fields and install synthetic turf, provide lighting for all fields, construct concession stand/restroom buildings, and construct additional parking for the benefit of the students Valley High School, Carr Intermediate School, and Harvey Elementary School and the community it serves; and,

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WHEREAS, the SAUSD, acting as the Lead Agency as defined in Section 21067 of the Public Resources Code, has undertaken the preparation of a Environmental Impact Report (EIR) (California State Clearinghouse Number 2014031022), an environmental assessment and study of the Project; and

WHEREAS, a Notice of Preparation (NOP) for the preparation of a Draft EIR for the Project was issued for a 30-day public review period on March 6, 2014, submitted to the California State Clearinghouse for distribution to potentially affected state agencies, mailed directly to 15 state and local agencies (responsible agencies), departments, and organizations, and to 42 residents living within 350 feet of the proposed stadium, posted in the offices of the Orange County Clerk, the Santa Ana Unified School District (1601 East Chestnut Avenue), Carr Intermediate School (2120 West Edinger Avenue), and Valley High School (1801 South Greenville Street), and posted on the websites of the SAUSD (www.sausd.us), Carr Intermediate School (www.sausd.us/carr), and Valley High School (www.sausd.us/valley); and

WHEREAS, the SAUSD held a public scoping meeting at Valley High School on March 6, 2014 to solicit the opinions, views, and concerns of the Site's neighbors and other interested parties; and

WHEREAS, the SAUSD prepared and released the Draft EIR for a 45-day public review and comment period beginning April 8, 2014, and ending May 22, 2014; and

WHEREAS, in compliance with the CEQA Guidelines, the SAUSD submitted copies of the Draft EIR and a Notice of Completion (NOC) to the California State Clearinghouse for distribution to potentially affected state agencies, the Draft EIR directly to state and local agencies, and made copies of the Draft EIR available for review by interested persons at the Santa Ana Unified School District Office, the SAUSD website, Carr Intermediate School, Carr Intermediate School's website, Valley High School, and Valley High School's website; and

WHEREAS, the District mailed a Notice of Availability (NOA) for the Draft EIR to the Orange County Clerk's office, to 15 state and local agencies (responsible agencies), departments, and organizations, and to 42 residents living within 350 feet of the proposed stadium. Additionally, the NOA for the Draft EIR was posted in the offices of the Orange County Clerk, the Santa Ana Unified School

52 District Office, the SAUSD website, Carr Intermediate School, Carr Intermediate School's website,
53 Valley High School, and Valley High School's website; and
54

55 **WHEREAS**, the SAUSD held a Public Meeting on June 10, 2014, at the Santa Ana Unified
56 School District Board Room (1601 East Chestnut Avenue) to inform the public of the Draft EIR findings
57 and receive public comments; and
58

59 **WHEREAS**, the District prepared a Final EIR, which includes copies of all letters received in
60 response to the Draft EIR, responses to each substantive environmental comment received, and any
61 changes/additions to the Draft EIR (Errata Sheets); and
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63 **WHEREAS**, in accordance with the CEQA Guidelines, the District submitted copies of the Final
64 EIR to all agencies that responded to the Draft EIR for a 10-day comment period; and
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66 **WHEREAS**, the District mailed a NOA for the Final EIR to individuals and organizations that
67 responded to the Draft EIR and placed copies of the Final EIR on file in the offices of the Santa Ana
68 Unified School District Office, the SAUSD website, Carr Intermediate School, Carr Intermediate
69 School's website, Valley High School, and Valley High School's website; and
70

71 **WHEREAS**, in compliance with CEQA Guidelines, and for the record, the District has prepared:
72 (1) Findings for the Project, which identify significant environmental effects associated with the Project
73 and how those effects will be addressed (Exhibit A); (2) A Statement of Overriding Considerations for
74 any unavoidable impacts associated with the Project (Exhibit B); (3) a Mitigation Monitoring and
75 Reporting Program (Exhibit C), which provides the structure for ensuring that all mitigation measures
76 identified in the Final EIR are implemented; and (4) a Notice of Determination for filing with the Orange
77 County Clerk's Office (Exhibit D), all of which are attached and incorporated into this Resolution by
78 reference; and
79

80 **WHEREAS**, prior to taking action on the Project, the District has evaluated and considered all
81 potentially significant effects on the environment, feasible project alternatives, and the Mitigation
82 Monitoring and Reporting Program, and has balanced the benefits of the Project against its unavoidable
83 effects on the environment; and
84

85 **WHEREAS**, the Board has read and considered all environmental documentation comprising the
86 Final EIR, its supporting sources, and comments received from state and local agencies and other
87 interested persons; and
88

89 **WHEREAS**, the Board has determined that the Final EIR is adequate, complete, and has been
90 prepared in accordance with CEQA; and incorporated therein the mitigation measures described in the
91 Draft EIR and the Mitigation Monitoring and Reporting Program; and
92

93 **WHEREAS**, the Final EIR has been prepared in compliance with CEQA and reflects the Board's
94 independent judgment and analysis; and
95

96 **WHEREAS**, the EIR and all supporting material, which constitute a record of these proceedings,
97 are kept at the Santa Ana Unified School District Office, located at 1601 East Chestnut Avenue, in the
98 City of Santa Ana, under the control of the Superintendent;
99

100 **NOW, THEREFORE**, the Santa Ana Unified School District Governing Board does hereby
101 resolve:
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1. That the foregoing recitals are true and correct;
2. The Board certifies that: (1) the Final EIR for the Project has been prepared in compliance with CEQA; (2) the Final EIR was presented to the Board, which reviewed and considered the information contained in the Final EIR and comments received prior to approving the Project; and (3) the Final EIR reflects the Board's independent judgment and analysis;
3. The Board hereby adopts the Mitigation Measures for the Project and the Mitigation Monitoring Program (Exhibit A), attached hereto and incorporated herein by reference, and the Final EIR;
4. The Board adopts the Findings and Statement of Overriding Considerations for each significant unmitigable environmental effect identified in the Final EIR, attached hereto and incorporated herein by reference;
5. The Board finds that the public and interested government agencies have been afforded ample notice and opportunity to comment on the NOP, Draft EIR, Final EIR, and the Project;
6. The Board finds that information contained in various staff reports, corrections, errata, and modifications made to the Draft EIR in response to comments, and not previously re-circulated, and the evidence presented in written and oral testimony, do not represent significant new information so as to require recirculation of the Draft EIR pursuant to CEQA Guidelines Section 15088.5;
7. The findings made in this Resolution are based upon the information and evidence set forth in the Draft EIR and Final EIR and upon substantial evidence which has been presented in the record of these proceedings; the Final EIR and all supporting material, which constitute a record of these proceedings, will be kept at the Santa Ana School District Office, located at 1601 East Chestnut Avenue, in the City of Santa Ana, under the control of the Superintendent.
8. The Board hereby approves the construction and operation of the project described in the Final EIR as the SAUSD Sports Complex Project.
9. The Board authorizes the Assistant Superintendent of Facilities and Governmental Relations to take any action necessary to carry out this project, including, but not limited to, bidding the construction and filing a Notice of Determination with the Orange County Clerk and the State Clearinghouse.

EXHIBIT A | Findings of Fact and Statement of Overriding Considerations

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**CEQA FINDINGS OF FACT AND
STATEMENT OF OVERRIDING CONSIDERATIONS
FOR THE SANTA ANA UNIFIED SCHOOL DISTRICT SPORTS COMPLEX
ENVIRONMENTAL IMPACT REPORT
STATE CLEARINGHOUSE NO. 2014031022**

Exhibit A

I. INTRODUCTION

The California Environmental Quality Act (CEQA) requires that a number of written findings be made by the lead agency in connection with certification of an environmental impact report (EIR) prior to approval of the project pursuant to Sections 15091 and 15093 of the CEQA Guidelines and Section 21081 of the Public Resources Code. The Santa Ana Unified School District (District), as lead agency, is required under CEQA to make written findings concerning each alternative and each significant environmental impact identified in the Draft EIR (DEIR) and Final EIR (FEIR).

Specifically, regarding findings, Guidelines Section 15091 provides:

- (a) No public agency shall approve or carry out a project for which an EIR has been certified which identifies one or more significant environmental effects of the project unless the public agency makes one or more written findings for each of those significant effects, accompanied by a brief explanation of the rationale for each finding. The possible findings are:
 - 1. Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the FEIR.
 - 2. Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.
 - 3. Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the FEIR.
- (b) The findings required by subsection (a) shall be supported by substantial evidence in the record.
- (c) The finding in subdivision (a)(2) shall not be made if the agency making the finding has concurrent jurisdiction with another agency to deal with identified feasible mitigation measures or alternatives. The finding in subsection (a)(3) shall describe the specific reasons for rejecting identified mitigation measures and project alternatives.
- (d) When making the findings required in subdivision (a)(1), the agency shall also adopt a program for reporting on or monitoring the changes which it has either required in the project or made a condition of approval to avoid or substantially lessen significant environmental effects. These measures

must be fully enforceable through permit conditions, agreements, or other measures.

- (e) The public agency shall specify the location and custodian of the documents or other material which constitute the record of the proceedings upon which its decision is based.
- (f) A statement made pursuant to Section 15093 does not substitute for the findings required by this section.

The “changes or alterations” referred to in Section 15091(a)(1) may include a wide variety of measures or actions as set forth in CEQA Guidelines Section 15370, including:

- (a) Avoiding the impact altogether by not taking a certain action or parts of an action.
- (b) Minimizing impacts by limiting the degree or magnitude of the action and its implementation.
- (c) Rectifying the impact by repairing, rehabilitating, or restoring the impacted environment.
- (d) Reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action.
- (e) Compensating for the impact by replacing or providing substitute resources or environments.

Regarding a Statement of Overriding Considerations, CEQA Guidelines Section 15093 provides:

- (a) CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological, or other benefits of a proposed project against its unavoidable environmental risks when determining whether to approve the project. If the specific economic, legal, social, technological, or other benefits of a proposed project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered "acceptable."
- (b) When the lead agency approves a project which will result in the occurrence of significant effects which are identified in the FEIR but are not avoided or substantially lessened, the agency shall state in writing the specific reasons to support its action based on the FEIR and/or other information in the record. The statement of overriding considerations shall be supported by substantial evidence in the record.
- (c) If an agency makes a statement of overriding considerations, the statement should be included in the record of the project approval and should be mentioned in the notice of determination. This statement does not substitute for, and shall be in addition to, findings required pursuant to Section 15091.

Having received, reviewed, and considered the DEIR and FEIR for the SAUSD Sports Complex, SCH No. 2014031022 (collectively, the EIR), as well as all other information in the record of proceedings on this matter, the following Findings and Facts in Support of Findings (Findings) and Statement of Overriding Considerations (SOC) are hereby adopted by the District in its capacity as the CEQA lead agency.

These Findings set forth the environmental basis for the discretionary actions to be undertaken by the District for the implementation of the project. These actions include the approval and/or certification of the following:

- SAUSD Sports Complex;
- Proposed project Implementation Plan;
- Environmental Impact Report (SCH No. 2014031022);

These actions are collectively referred to herein as the “project”.

A. Document Format

These Findings have been organized into the following sections:

- **Section I** provides an introduction to these Findings; a summary of the project and a list of the project’s objectives; a summary of the environmental review process; a summary of the record of findings; and a summary of the custodian and location of records.
- **Section II** provides a summary of the environmental impacts of the project; sets forth findings and facts regarding the environmental impacts of the project—as a result of the Initial Study, consideration of comments received during the Notice of Preparation (NOP) comment period, and analysis in the EIR— that were determined to be either not significant or to be less than significant without the need for mitigation measures; sets forth findings and facts regarding the environmental impacts of the project that were determined in the EIR to be feasibly mitigated to a less than significant level through the imposition of General Plan policies and/or mitigation measures; and sets forth the findings and facts regarding the significant or potentially significant unavoidable environmental impacts identified in the EIR that will or may result from the project and which the District has determined cannot feasibly be mitigated to a less than significant level.
- **Section III** sets forth findings and facts regarding alternatives to the project.
- **Section IV** provides an introduction to the SOC, provides a summary of the significant unavoidable impacts and alternatives of the project, and explains why the project benefits outweigh the significant unavoidable environmental impacts of the project.

B. Project Summary

Project Location

The project site is on the existing athletic fields on the campuses of Valley High School, Carr Intermediate School, and Harvey Elementary School (Campus), in central Orange County, in the City of Santa Ana. Orange County is located in Southern California and lies south of Los Angeles County, west of San Bernardino and Riverside counties, and north of San Diego County. Orange County encompasses approximately 798 square miles and has 34 incorporated cities. The City of Santa Ana is

surrounded by cities of Orange, Tustin, Irvine, Costa Mesa, Fountain Valley, Garden Grove, and Anaheim. Regional access to the city is provided by Interstate 5 (I 5), State Route (SR) 55, and SR 22. The City of Santa Ana is among the largest in Orange County in terms of land area. The Campus is bordered by Edinger Avenue on the north, Glenwood Place on the south, Raitt Street on the east, and Greenville Street on the west. The city is completely built out and has approximately 58 percent residential, 15 percent commercial, 14 percent industrial, 11 percent public and institutional, and 2 percent public parkland and open space uses.

Project Description

The District plans to construct and operate a new 3,500-seat capacity lighted stadium complex, relocate existing football/soccer fields, reconfigure existing turf baseball/softball fields, provide lighting for football, soccer, and baseball/softball fields, construct concession stand/restroom buildings, expand (68 stalls) an existing parking lot on West Edinger Avenue, and construct a new 126-stall parking lot on South Raitt Street. The addition of 194 parking spaces would increase the total number of on-site marked parking stalls to 936.

Valley High School “home” games are currently held at the City of Santa Ana Stadium/Eddie West Field, located at the southwest corner of Civic Center Drive and North Flower Street, in the city of Santa Ana. This project would allow these home games to be played at the proposed new stadium on Campus.

Project Objectives

The guiding vision and statement of objectives sought by the project and set forth in the EIR is provided as follows:

- Provide bleachers with adequate capacity to accommodate various spectator events currently held off campus.
- Improve athletic fields on the campuses of Valley High School, Carr Intermediate School and Harvey Elementary School.
- Provide lighting to allow night use of the stadium and other athletic facilities to accommodate school-related and community-sponsored events and activities.
- Allow use of the facility by various community organizations subject to approval by the District.
- Enhance opportunities for after-school athletic and extracurricular activities.
- Enable school pride by allowing home football games to occur at Valley High School (VHS).
- Reduce maintenance costs to the General Fund through athletic field improvements.
- Reduce the travel time and vehicle miles traveled to home football games.
- Reduce the amount of District funds associated with transportation to and from off-campus event venues.
- Upgrade the athletic fields to reflect community pride.
- Improve the safety and security systems at the track and football field.

C. Environmental Review Process

In conformance with CEQA, the State CEQA Guidelines, and the City of Santa Ana CEQA Guidelines, the District conducted an extensive environmental review of the project. The environmental review process has included:

- Completion of an Initial Study (IS)/Notice of Preparation (NOP), which concluded that an EIR should be prepared. The IS/NOP was released for a 30-day public review period from March 6 to April 4, 2014. The IS and NOP were posted at the District Office and the administrative offices of Carr Intermediate School (CIS) and Valley High School (VHS), and posted on the District website, CIS website, and VHS website for public review. The NOP was also mailed to the surrounding community. The IS and NOP were also sent to the Governor's Office of Planning and Research, State Clearinghouse, and seven local agencies.
- Completion of the scoping process where the public was invited by the District to participate in a scoping meeting held on March 6, 2014 at Valley High School. The notice of a public scoping meeting was mailed to the surrounding community.
- Preparation of a DEIR by the District, which was made available for a 45-day public review period that began April 8, 2014, and closed May 22, 2014. The scope of the DEIR was determined based on the District's IS/NOP and comments received in response to the IS/NOP. Section 2.2, *Notice of Preparation and Initial Study*, of the DEIR describes the issues identified for analysis in the DEIR. The Notice of Availability (NOA) for the DEIR was sent to interested persons and organizations, responsible agencies, the State Clearinghouse in Sacramento for distribution to state agencies, surrounding properties of the project site, and posted at the site. Copies of the DEIR were made available for public review at the District Office, the VHS office, the CIS office, the VHS website, the CIS website, and the District's website.
- Preparation of a FEIR, including the Responses to Comments to the DEIR, and preparation of Findings of Fact, and the Statement of Overriding Considerations. The FEIR contains comments on the DEIR, responses to those comments, and revisions to the DEIR. The FEIR was released to commenting agencies for a 10-day agency review period prior to certification of the FEIR.
- A public hearing for the project was held on June 10, 2014 at the District Office in Santa Ana.

D. Record of Findings

For purposes of CEQA and these Findings, the Record of Proceedings for the project consists of the following documents and other evidence, at a minimum:

- The NOP, NOA, and all other public notices issued by the District in conjunction with the project.
- The DEIR and FEIR for the project.
- All written comments submitted by agencies or members of the public during the public review comment period on the DEIR.
- All responses to written comments submitted by agencies or members of the public during the public review comment period on the DEIR.

- All written and verbal public testimony presented during a noticed public hearing for the project.
- The mitigation monitoring and reporting program (MMRP).
- The reports and technical memoranda included or referenced in the DEIR and FEIR.
- All documents, studies, EIRs, or other materials incorporated by reference in the DEIR and FEIR.
- The resolutions adopted by the District in connection with the project, and all documents incorporated by reference therein.
- Matters of common knowledge to the District, including but not limited to federal, state, and local laws and regulations.
- Any documents expressly cited in these Findings.
- Any other relevant materials required to be in the record of proceedings by Public Resources Code Section 21167.6(e).

E. Custodian and Location of Records

The documents and other material that constitute the record of proceedings on which these Findings are based are located at the District Office, 1601 East Chestnut Avenue, Santa Ana, CA 92701-6322. The District is the custodian of these documents. Copies of these documents, which constitute the record of proceedings, are and at all relevant times have been and will be available upon request at the SAUSD Office. This information is provided in compliance with Public Resources Code Section 21081.6(a)(2) and CEQA Guidelines Section 15091(e).

II. FINDINGS AND FACTS REGARDING ENVIRONMENTAL IMPACTS

A. Summary of Environmental Impacts

Based on the NOP and DEIR, the following is a summary list of the environmental topics considered to have no impact, a less than significant impact, a less than significant impact with incorporation of mitigation measures, and a significant and unavoidable impact.

No Impact

- Agricultural and Forest Resources
- Biological Resources
- Cultural Resources
- Geology and Soils
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Population and Housing
- Recreation
- Utilities and Service Systems

Less Than Significant Impact

- Aesthetics
- Air Quality
- Greenhouse Gas Emissions
- Noise
- Public Services
- Transportation/Traffic

Less Than Significant Impact with Mitigation Incorporated

- Aesthetics

Significant and Unavoidable Impact

- Noise

B. Impacts Determined to Not be Significant or to be Less Than Significant

Initial Study

As a result of the Notice of Preparation circulated by the District on March 6, 2014, in connection with preparation of the DEIR, the District determined, based upon the threshold criteria for significance, (Appendix G of the CEQA Guidelines) that the project would have no impact or a less than significant impact on the following potential environmental issues, and therefore, determined that these potential environmental issues would not be addressed in the DEIR. Based on the environmental analysis presented in the DEIR, and the comments received by the public on the DEIR, no substantial evidence was submitted or identified by the District that indicated that the project would have an impact on the following environmental areas:

1. Aesthetics

- The project would not have a substantial adverse effect on a scenic vista.
- The project would not substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway.

2. Agriculture and Forest Resources

- The project area does not contain prime farmland, unique farmland, or farmland of statewide importance.
- No portion of the project area conflicts with existing zoning for agricultural use or is covered by a Williamson Act Contract.
- The project area does not include forest land, timberland, or timberland zoned as timberland production.
- The project does not result in the loss of forest land or conversion of forest land to non-forest use.
- The project does not result in changes in the existing environment that could result in the conversion of farmland to non-agricultural use or forest land to non-forest land use.

3. Air Quality

- The project would not create objectionable odors that would affect a substantial number of people.

4. Biological Resources

- The project would not conflict with any special status species or sensitive species either directly or through habitat modifications.
- The project would not conflict with riparian habitat or other sensitive natural community identified in local or regional plans or policies.
- The project would not conflict with federally protected wetlands.
- The project would not interfere with the movement of native resident or migratory fish or wildlife species.
- The project would not conflict with any local policies or ordinances protecting biological resources.
- The project would not conflict with the provisions of an adopted conservation plan.

5. Cultural Resources

- The project would not conflict with a historical resource.
- The project would not conflict with an archaeological resource.
- The project would not directly or indirectly destroy a unique paleontological resource.
- The project would not disturb any human remains.

6. Geology and Soils

- The project area is not susceptible to the rupture of a known earthquake fault.
- The project area would not be significantly impacted by strong seismic ground shaking due to mandatory building codes and standards.
- The project area would not be significantly impacted by seismic-related ground failure due to strict building codes regulating construction.
- The project area would not be impacted by landslides.
- The project would not result in substantial soil erosion or loss of topsoil.
- The project area would not remove significant quantities of fluid from the ground which would result in an unstable geologic unit or unstable soils.
- The project area would comply with seismic requirements of the CBC and reduce impacts from expansive soils to a less than significant level.
- The project area does not consist of the use of septic tanks or alternative waste water disposal systems.

7. Hazards and Hazardous Materials

- The project would not involve transportation or use of significant amounts of hazardous materials.
- The project would not result in the release of hazardous materials due to a reasonably foreseeable upset.
- The project would not emit hazardous emissions or handle significant amounts of hazardous materials within one-quarter mile of an existing or proposed school.

- The project would not result in a safety hazard for people within the project area due to an airport.
- The project is not located within the vicinity of a private airstrip.
- The project would not conflict with an adopted emergency response plan or emergency evacuation plan.
- The project would not expose people or structures to a significant risk of loss, injury, or death involving wildland fires.

8. Hydrology and Water Quality

- The project would not conflict with water quality standards or waste discharge requirements.
- The project would not substantially deplete groundwater supplies or interfere substantially with groundwater recharge.
- The project would not conflict with existing drainage patterns of the site or area in a way that would result in substantial erosion.
- The project would not conflict with existing drainage patterns of the site or area in a way that would result in flooding.
- The project would not create a substantial amount of runoff water which would exceed the capacity of existing or planned storm water drainage systems.
- The project would not substantially degrade water quality.
- The project would not place housing within a 100-year flood hazard area.
- The project would not expose people or structures to a significant risk of loss, injury, or death involving flood as a result of a levee or dam failure.
- The project area would not be affected by seiche, tsunami, or mudflow.

9. Land Use and Planning

- The project would not physically divide an established community.
- The project would not conflict with a land use plan, policy, or agency regulation.
- The project would not conflict with the provisions of an adopted conservation plan.

10. Mineral Resources

- The project would not result in the loss of availability of a known mineral resource.
- The project would not result in the loss of availability of a locally important mineral resource recovery site.

11. Noise

- The project would not expose people in the project area to excessive noise levels due to an airport.
- The project is not located within the vicinity of a private airstrip.

12. Population and Housing

- The project would not induce substantial population growth either directly or indirectly.
- The project would not displace substantial numbers of existing houses.
- The project would not displace substantial numbers of people.

13. Public Services

- The project would not result in impacts to schools, parks, or library facilities.

14. Recreation

- The project would not lead to an increase the use of existing neighborhood and regional parks or other recreational facilities.
- The project would not require expansion of recreational facilities.

15. Transportation and Traffic

- The project would not result in a change in air traffic patterns.
- The project would not conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities.

16. Utilities and Service Systems

- The project would not exceed waste water treatment requirements of the Santa Ana Regional Water Quality Control Board.
- The project would not require construction of new water or waste water treatment facilities.
- The project would not require expansion of a storm water drainage facility.
- The project would not require new or expanded water supply facilities.
- The project would not require new or expanded waste water treatment capacity.
- The project would not exceed permitted landfill capacity.
- The project would comply with federal, state, and local statutes and regulations related to solid waste.

DEIR

The following impacts were evaluated in the DEIR and determined to be less than significant through implementation of proposed project, its policies, and adherence with existing laws, codes, and statutes. Based on the environmental analysis presented in the DEIR, and the comments received by the public on the DEIR, no substantial evidence was submitted to or identified by the District indicating that the project would have a potentially significant impact on the following environmental areas:

1. Aesthetics

- Implementation of the proposed project would not substantially degrade the existing visual character or quality of the school and its surroundings.
- Implementation of the proposed project would not result in significant light and glare impacts in adjacent sensitive properties.

2. Air Quality

- Implementation of the proposed project would not conflict with or obstruct implementation of SCAQMD's air quality plan.
- Implementation of the proposed project would not violate any air quality standard or contribute substantially to an existing or projected air quality violation.

- Implementation of the proposed project would not result in a cumulatively considerable net increase of criteria pollutant for which the project region is non-attainment.
- Implementation of the proposed project would not expose sensitive receptors to substantial pollutant concentrations.

3. Greenhouse Gas Emissions

- Implementation of the proposed project would not generate greenhouse gas emissions, either directly or indirectly, that would have a significant impact on the environment.
- Implementation of the proposed project would not conflict with an applicable plan, policy or regulation.

4. Hazards and Hazardous Materials

- The proposed project area would not be impacted by the nearby LUST sites.

5. Noise

- Project-related traffic would not cause substantial noise increases to receptors along study area roadways.
- Construction and operation activities would not create substantial groundborne vibration and groundborne noise.
- Construction activities would not result in substantial temporary noise increases in the vicinity of the proposed project.

6. Public Services

- Future development that would be accommodated by the proposed project would not lead to a substantial increase in the requirement for fire protection facilities and personnel.
- Future development that would be accommodated by the proposed project would not lead to a substantial increase in the requirement for police protection facilities and personnel.

7. Transportation and Traffic

- Project-related trip generation would not adversely impact the area roadway system.
- The proposed project would not result in significant impacts to the county congestion management program.
- The proposed project would not increase safety hazards due to any design feature or incompatible uses.
- The proposed project would provide safe onsite and offsite emergency access.
- Adequate parking would be provided for the proposed project.

C. Impacts Mitigated to Less Than Significant

The following summary describes impacts of the project that, without mitigation, would result in significant adverse impacts. However, upon implementation of the mitigation measures provided in the EIR, these impacts would be considered less than significant.

Aesthetics

1. Environmental Impact:

Light and glare are determined to have a significant impact if the project would create substantial glare or if project lighting would substantially exceed established lighting standards typical in the area [Threshold AE-4].

Support for this environmental impact conclusion is fully discussed starting on page 5.1-4 of Section 5.1, *Aesthetics*, of the DEIR.

Light and glare would have a significant impact if the project would create substantial glare or if project lighting would substantially exceed industry lighting standards. There are no existing limits for light and glare defined by adopted City regulations or requirements that apply to this project. The Los Angeles Unified School District defines a threshold of “no more than two foot-candles, measured at the residential property line” for stadium lighting (Program EIR for the New School Construction Program, 2004). This threshold is consistent with Chapter 9, Article 3, Section 93.0117 of the City of Los Angeles zoning code, which states, “No exterior light source may cause more than two foot-candles of lighting intensity or generate direct glare onto exterior glazed windows or glass doors; elevated habitable porch, deck, or balcony; or any ground surface intended for uses such as recreation, barbecue or lawn areas or any other property containing a residential unit or units.”

Other cities in Los Angeles County—including Beverly Hills, Duarte, and West Hollywood—that have similar conditions as the project area (urban built-out) have regulations limiting light trespass between the range from 1.0 to 3.0 fc above ambient lighting. According to the City of Santa Ana Citywide Design Guidelines, Chapter 9-Commercial Design Guidelines, Section 9.7 Lighting, the site lighting limit for commercial uses is 5.0 fc of illumination within 50 feet of a property used as or zoned residential; light at the property line would be significantly less than 5.0 fc.

Mitigation Measures:

The following mitigation measure was included in the DEIR, and is applicable to the project.

- AES-1 The Santa Ana Unified School District shall include a specification in the lighting installer’s contract that requires the installer to take field measurements after installation of the lighting system to demonstrate that actual spill light levels along the residential units to the east and south are a close match to the levels indicated in the photometric plans shown in Figure 5.1 4, Lighting Impacts Along Adjoining Residences, of this Environmental Impact Report. Each luminaire affixed on the poles shall be situated and adjusted so that lighting levels along the front face of the residence do not exceed 2.0 foot-candles due to the lighting improvement.

Finding:

With implementation of the mitigation measure identified above, impacts associated with light and glare impacts would be deemed less than significant. SAUSD hereby finds that implementation of the mitigation measure is feasible, and the measure is therefore adopted.

D. Significant Unavoidable Adverse Impacts

The following potentially significant environmental impacts were analyzed in the DEIR, and the effects of the project were considered. Because of the environmental analysis of the project and the identification of relevant General Plan policies and implementation measures; compliance with existing laws, codes, and statutes; and the identification of feasible mitigation measures, some potentially significant impacts have been determined by the District to be reduced to a level of less than significant, and the District has found—in accordance with CEQA Section 21081(a)(1) and State CEQA Guidelines Section 15091(a) (1)—that “Changes or alterations have been required in, or incorporated into, the project which mitigate or avoid the significant effects on the environment. This is referred to herein as “Finding 1.” Where the District has determined—pursuant to CEQA Section 21081(a)(2) and State CEQA Guidelines Section 15091(a)(2)—that “Those changes or alterations are within the responsibility and jurisdiction of another public agency and have been, or can and should be, adopted by that other agency,” the District’s finding is referred to herein as “Finding 2.”

Where, as a result of the environmental analysis of the project, the District has determined that either: (1) even with the compliance with existing laws, codes and statutes, and/or the identification of feasible mitigation measures, potentially significant impacts cannot be reduced to a level of less than significant, or (2) no feasible mitigation measures or alternatives are available to mitigate the potentially significant impact, the District has found in accordance with CEQA Section 21081(a)(3) and State CEQA Guidelines Section 15091(a)(3) that “Specific economic, legal, social, technological, or other considerations, including considerations for the provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or alternatives identified in the environmental impact report.” This is referred to herein as “Finding 3.”

Noise

1. Environmental Impact

Certain activities the proposed facilities would exceed the City of Santa Ana exterior noise limits and would result in substantial temporary noise increases at nearby homes [Thresholds N-1 and N-4].

Support for this environmental impact conclusion is fully discussed starting on page 5.5-17 of Section 5.5, *Noise*, of the DEIR.

The District plans to construct and operate a new 3,500-seat capacity lighted stadium complex, construct concession stand/restroom buildings, relocate existing football/soccer fields, reconfigure existing turf baseball/softball fields, provide lighting for football, soccer, tennis and baseball/softball fields, expand an existing parking lot (by 68 stalls) on West Edinger Avenue, and construct a new 126-stall parking lot on South Raitt Street (see Figure 4-1, Proposed Site Plan). The addition of 194 parking spaces would increase the total number of on-site, marked parking stalls to 936. These various venues have the possibility of generating substantial temporary noise level increases during full capacity stadium events, which would exceed the exterior noise limits of the City. Therefore, the proposed project would result in a significant impact.

Mitigation Measures:

- N-1 The Santa Ana Unified School District’s policy shall be that Sports Complex events are not scheduled past 10:00 PM to avoid significant noise impacts beyond those identified and discussed above. The District’s Civic Center processes schedules and regulates the use of all District facilities by school groups and community groups. The lighting system

shall be programmed to dim to minimum levels after 10:00 PM to allow safe exiting and after-event clean-up and maintenance. Exceptions to this shall be allowed when games go into overtime, in emergency situations, or for other extenuating circumstances that require full-level lighting for health and safety purposes.

- N-2 During subsequent design phases of the bleachers and PA system, the project's sound system shall be designed to optimize conveying information to the event attendees while minimizing off-site spill-over effects. The design shall aim at incorporating as many low-power speakers as practical that are located as close to the event attendees as practical so as to both convey information to the event attendees while minimizing off-site spill-over effects. The design shall include design specifications that optimize the stadium sound system for speaker placement, speaker dispersion pattern, and speaker acoustic output. The design goal should be a Speech Transmission Index (STI) of 0.65 or greater (or, equivalently, a Common Intelligibility Scale (CIS) of 0.83 or greater).
- N-3 Prior to the first stadium event, the public address system contractor shall perform a system check-out to verify appropriate sound levels in the seating areas, as well as minimized spillover sound levels into the adjacent community areas surrounding the stadium site.

Finding:

The District determines that this impact is significant and unavoidable and a Statement of Overriding Considerations is required.

Facts in Support of Finding:

Mitigation measures incorporated into future stadium development projects would reduce noise levels associated with operation of the proposed project. Policies included in the proposed project would also regulate noise levels associated with stadiums. However, no mitigation measures are available that would reduce impacts associated with excessive noise levels from the stadium to a level of less than significant due to full-capacity events that would generate short-term noise impacts at existing residential properties. Therefore, despite the implementation of policies and application of mitigation measures, this impact is significant and unavoidable.

Alternative Site

CEQA requires that the discussion of alternatives focus on alternatives to the project or its location that are capable of avoiding or substantially lessening any significant effects of the project. The key question and first step in the analysis is whether any of the significant effects of the project would be avoided or substantially lessened by putting the project in another location. Only locations that would avoid or substantially lessen any of the significant effects of the project need be considered for inclusion in the EIR (Guidelines Sec. 15126[5][B][1]). Valley High School "home" games are currently held at the City of Santa Ana Stadium, located at the southwest corner of Civic Center Drive and North Flower Street. This stadium is located within the Civic Center, which is largely commercial and the nearest residences are located at a greater distance from the stadium than at the project site. The residences nearest the Santa Ana Stadium are also benefited by multi-story buildings located on the north side of Civic Center Drive, which blocks some of the stadium-related noise. Continuing to use this stadium as the Valley High School "home" field represents the No Project Alternative, which is reviewed in Section 7.4. Since the No Project Alternative is already an "alternative site", the identification of other alternative sites is unnecessary.

Other logical locations for a stadium for Valley High School could be other existing high schools in the area, where the stadiums would be shared. However, SAUSD has developed plans for “home” stadiums at Century, Santa Ana and Saddleback High Schools. The intent for these facilities is to provide a home facility, which would improve school pride and reduce travel costs. Such shared facilities would double the impacts at these other campuses and they would not accomplish the goals established for the project.

Furthermore, while the stadium is the most significant of the athletic facilities proposed for improvement, the proposed SAUSD Sports Complex also involves improvements to two baseball fields, two softball fields and four soccer fields. The surrounding area is completely built out with residential, commercial, and institutional uses, and no vacant property large enough to accommodate a new stadium and other athletic facilities without displacing significant community resources and at extreme cost exists near the project vicinity. There may be other more remote sites that could be considered at alternatives, but, this would not achieve the basic objective of eliminating the need to travel and ability to play home games at “home.” For these reasons, the alternative site is rejected for further review from the EIR.

Alternative Field Layout

This alternative would keep the field where it is currently and maintain the existing 2,400 seat capacity bleachers at their current location along the south side of the field. The field would be changed to artificial turf and additional bleachers would be placed along the north side to provide 1,000 visitor seats and likely the press box would be located there. Additional space would be required along the north side, which would disrupt and require configuration of the athletic facilities located there.

Spectator-related noise within the stadium and associated traffic would be not be reduced appreciably by the alternative field layout with essentially the same capacity as the proposed alternative. Crowd cheers would be reduced slightly for the residential homes along Glenwood Place, and noise related to band performances and the public address system would be the same. Though there would be slight improvements, the noise impact would remain significant and unavoidable. Because the total capacity would be reduced only slightly (3,400 vs. 3,500), this alternative would be essentially neutral in terms of environmentally impacts in all six impact areas (aesthetics, air quality, GHG, noise, transportation/traffic and public services) when compared to the proposed project.

As noted, this alternative would require additional space along the north side, which would disrupt and require configuration of the athletic facilities located there. As a result, proposed objectives for locating other planned facilities, (e.g., baseball fields, practice football/soccer field, discus and shot put areas, exercise area) would not be met. For these reasons, the alternative site is rejected for further review from the EIR.

E. Alternatives Selected for Further Analysis

Based on the criteria listed above, the following two alternatives have been determined to represent a reasonable range of alternatives which have the potential to feasibly attain most of the basic objectives of the project but which may avoid or substantially lessen any of the significant effects of the project. These alternatives are analyzed in detail in the following sections.

- No Project Alternative
- Reduced Capacity Alternative

An EIR must identify an “environmentally superior” alternative and where the No Project Alternative is identified as environmentally superior, the EIR is then required to identify as environmentally superior an alternative from among the others evaluated. Each alternative's environmental impacts are compared to the proposed project and determined to be environmentally superior, neutral, or inferior. However, only those impacts found significant and unavoidable are used in making the final determination of whether an alternative is environmentally superior or inferior to the proposed project. Only the impacts involving noise were found to be significant and unavoidable. Section 7.6 identifies the Environmentally Superior Alternative. The proposed project is analyzed in detail in Chapter 5 of the Draft EIR.

Alternatives Comparison

1. No-Project Alternative

CEQA Guidelines require the analysis of a No Project Alternative. The No Project analysis must discuss the existing site conditions as well as what would be reasonably expected to occur in the foreseeable future based on any current plans if the project were not approved, and must be consistent with available infrastructure and community services. If the project is a development project on an identifiable property, the No Project Alternative is the circumstance under which the project does not proceed. Here, the discussion compares the environmental effects of the athletic fields remaining in their existing states against the environmental effects that would occur if the project were approved.

Under the No Project Alternative, the proposed 3,500 seat capacity bleachers and press-box and nighttime track and field lighting, the reorientation and improvements of the athletic fields would not occur. The major “home” spectator events and evening events would continue to occur at other venues. The one exception is the evening events that occur on the existing lighted baseball field. The varsity football games would continue at the Santa Ana Stadium, located at 602 North Flower Street, Santa Ana.

Environmental Effects:

This alternative would be environmentally superior in four areas (aesthetics, noise, public services, and transportation/traffic) and neutral in two areas (air quality and GHG) when compared to the proposed project. The No Project Alternative is environmentally superior to the proposed project, but it is noted that only one of the impacts reduced or eliminated by this alternative is significant and unavoidable: noise.

Ability to Achieve Project Objectives:

This alternative would not meet any of the project objectives.

Feasibility:

Since the No-Project Alternative would not involve construction of the sports complex, the feasibility of this alternative would rely on the feasibility of the City of Santa Ana Stadium/Eddie West Field to continue to host “home” games for Valley High School.

Finding:

This alternative would result in no impacts to aesthetics, and noise, public services, and transportation and traffic would remain the same as existing conditions. However, this alternative

would likely generate more GHG emissions due to visitors having to drive to other locations for nighttime games and events, which in turn adversely affects air quality. As mentioned above, this alternative would not meet any of the project objectives. For this reason, the District rejects this alternative and finds that the project is preferred over this alternative.

2. Reduced Intensity Alternative

Under this alternative, the proposed seating capacity would be reduced by approximately 28 percent to 2,500 seats. The home side would provide seating for 1,500 spectators and a press box and seating for 1,000 spectators would be provided on the visitor side. The number and location of the nighttime lighting poles would not change.

Environmental Effects:

The Reduced Intensity Alternative would have less than significant impacts with regard to aesthetics and transportation and traffic. This alternative would also reduce GHG emissions and noise, and be slightly environmentally superior in regard to air quality. Public services would also be reduced under this alternative. Furthermore, this alternative would reduce project-related significant and unavoidable impacts associated with noise, but would not eliminate the impacts.

Ability to Achieve Project Objectives:

This alternative would meet most of the objectives of the project, with the exception of a few objectives, including a key one being to provide bleachers with adequate capacity to accommodate various spectator events currently held off campus. It is possible that Valley High School would continue to lease Santa Ana Stadium when Valley High School anticipates a crowd larger than 2,500. This would defeat the purpose of the project and its goal to provide a home field for Valley High School. To the extent that the high school must continue use of a remote field, travel distances are increased, as are its related costs. Student pride, another District objective, is compromised and air pollution and GHG emissions remain higher than necessary. Limiting the size of the facility is an inappropriate way to minimize impacts and would likely have unintended consequences.

Feasibility:

This alternative is considered physically and environmentally feasible.

Finding:

This alternative would be environmentally superior in all of the impact areas (aesthetics, air quality, GHG, noise, public services, and transportation/traffic), therefore, is environmentally superior to the proposed project. This alternative would lessen impacts associated with traffic by approximately 28 percent and also reduce noise impacts to noticeable but still significant level.

III. STATEMENT OF OVERRIDING CONSIDERATIONS

A. Introduction

The District is the lead agency under CEQA for preparation, review, and certification of the EIR for the Valley High School Sports Complex proposed project. As the Lead Agency, the District is also responsible for determining the potential environmental impacts of the proposed action and which of those impacts are significant, and which can be mitigated through imposition of mitigation measures to avoid or minimize those impacts to a level of less than significant. CEQA then requires the lead agency to balance the benefits of a proposed action against its significant unavoidable

adverse environmental impacts in determining whether or not to approve the project. In making this determination, the District is guided by State CEQA Guidelines Section 15093, which provides as follows:

CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits, of a proposed project against its unavoidable environmental risks when determining whether to approve the project. If the specific economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits, of a proposal (sic) project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered "acceptable."

When the lead agency approves a project which will result in the occurrence of significant effects which are identified in the final EIR but are not avoided or substantially lessened, the agency shall state in writing the specific reasons to support its action based on the final EIR and/or other information in the record. The statement of overriding considerations shall be supported by substantial evidence in the record.

If an agency makes a statement of overriding considerations, the statement should be included in the record of the project approval and should be mentioned in the notice of determination. This statement does not substitute for, and shall be in addition to, findings required pursuant to Section 15091.

In addition, Public Resources Code Section 21081(b) requires that where a public agency finds that specific economic, legal, social, technological, or other considerations, including considerations for the provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or alternatives identified in an EIR and thereby leave significant unavoidable effects, the public agency must also find that overriding economic, legal, social, technological, or other benefits of the project outweigh the significant effects of the project.

Pursuant to Public Resources Code Section 21081(b) and the State CEQA Guidelines Section 15093, the District has balanced the benefits of the project against the following unavoidable adverse impacts associated with the project and has adopted all feasible mitigation measures with respect to these impacts. The District has also examined alternatives to the project, none of which both meet the project objectives and is environmentally preferable to the project for the reasons discussed above in the Findings.

The SAUSD, the lead agency for the project, and having reviewed the EIR for the SAUSD Sports Complex proposed project, and reviewed all written materials within the District's public record and heard all oral testimony presented at public hearings, adopts this Statement of Overriding Considerations, which has balanced the benefits of the project against its significant unavoidable adverse environmental impacts in reaching its decision to approve the project.

B. SIGNIFICANT UNAVOIDABLE ADVERSE ENVIRONMENTAL IMPACTS AND PROJECT ALTERNATIVES

Although most potential project impacts have been substantially avoided or mitigated, as described in Section II, *Findings and Facts Regarding Environmental Impacts*, of these Findings, there remain some project impacts for which complete mitigation is not feasible. For some impacts, mitigation measures were identified and adopted by the District; however, even with implementation of the measures, the District finds that the impact cannot be reduced to a level of less than significant. The impacts are summarized below and addressed in detail in the Section II. A summary of the project alternative is

also provided below, which are addressed in detail in Section III, *Findings and Facts Regarding Project Alternatives*, of these Findings.

Noise

- Mitigation Measure N-1 would reduce the potential impacts associated with stadium event noise impacts and lighting by prohibiting events to take place after 10:00 PM. However, due to the significant increase of noise and light levels in comparison to existing condition, noise and light-related impacts would remain significant and unavoidable.
- Mitigation Measures N-2 and N-3 would reduce the project's sound system off-site spill-over effects by mandating an optimized sound system design, and a system test conducted by the contractor prior to the first stadium event. However, due to the significant increase of noise levels in comparison to existing condition, sound system-related impacts would remain significant and unavoidable.

Alternatives

The EIR evaluated two alternatives to the project (No-Project Alternative and Reduced Intensity Alternative) and analyzed whether these alternatives could avoid or substantially lessen the unavoidable environmental impacts of the project. Some of the alternatives lessened some of the significant unavoidable impacts of the project and some resulted in different or increased environmental impacts. One alternative, the Reduced Intensity Alternative, was identified as the environmentally superior alternative. Additionally, the Reduced Intensity Alternative met most of the project objectives. However, for reasons set forth in Section III, *Findings and Facts Regarding Project Alternatives*, of these Findings, both alternatives were rejected by the District, and the District finds that the project is preferred over the alternatives.

C. CONSIDERATIONS IN SUPPORT OF THE STATEMENT OF OVERRIDING CONSIDERATIONS

The District, after balancing the specific economic, legal, social, technological, and other benefits of the project, has determined that the unavoidable adverse environmental impacts identified above may be considered "acceptable" due to the following specific considerations, which outweigh the unavoidable, adverse environmental impacts of the project. Each of the separate benefits of the project, as stated herein, is determined to be, unto itself and independent of the other project benefits, a basis for overriding all unavoidable adverse environmental impacts identified above. Project benefits include:

Implements the Objectives Established for the Project

The District established the following guiding vision and objectives for the SAUSD Sports Complex to aid decision-makers in their review of the project and associated environmental impacts:

Guiding Vision:

- Provide bleachers with adequate capacity to accommodate various spectator events currently held off campus.
- Improve athletic fields on the campuses of Valley High School, Carr Intermediate School and Harvey Elementary School.

- Provide lighting to allow night use of the stadium and other athletic facilities to accommodate school-related and community-sponsored events and activities.
- Allow use of the facility by various community organizations subject to approval by the District.
- Enhance opportunities for after-school athletic and extracurricular activities.
- Enable school pride by allowing home football games to occur at Valley High School (VHS).
- Reduce maintenance costs to the General Fund through athletic field improvements.
- Reduce the travel time and vehicle miles traveled to home football games.
- Reduce the amount of District funds associated with transportation to and from off-campus event venues.
- Upgrade the athletic fields to reflect community pride.
- Improve the safety and security systems at the track and football field.

Provision of a sports complex to provide bleachers with adequate capacity to accommodate various spectator events currently held off campus

As noted above, Valley High School “home” games are currently held at the City of Santa Ana Stadium/Eddie West Field. This project would allow these home games to be played at the proposed new stadium on Campus.

Buildout of the sports complex under the proposed project would allow use of the facility by various community organizations (subject to approval by the District), enhance opportunities for after-school athletic and extracurricular activities, and most importantly encourage school pride.

Reduce vehicle travel time and miles traveled to home football games

As discussed above, implementing the proposed project would reduce travel time and vehicle miles traveled to home football games simply because students, school employees, and spectators would not need to travel to the City of Santa Ana Stadium for events. This in turn would improve air quality and reduce GHG emissions.

CONCLUSION

The Santa Ana Unified School District has balanced the project’s benefits against the project’s significant unavoidable impacts. The District finds that the project’s regional and local benefits outweigh the project’s significant unavoidable impacts, and those impacts, therefore, are considered acceptable in light of the project’s benefits. The District finds that each of the benefits described above is an overriding consideration, independent of the other benefits, that warrants approval of the project notwithstanding the project’s significant unavoidable impacts.

243 **EXHIBIT B | Mitigation Monitoring and Reporting Program**

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Mitigation Monitoring and Reporting Program

Mitigation Monitoring Requirements	Mitigation Measure	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
<p>5.1 AESTHETICS</p>	<p>AES-1 The Santa Ana Unified School District shall include a specification in the lighting installer's contract that requires the installer to take field measurements after installation of the lighting system to demonstrate that actual spill light levels along the residential units to the east and south are a close match to the levels indicated in the photometric plans shown in Figure 5.1 4, Lighting Impacts Along Adjoining Residences, of this Environmental Impact Report. Each luminaire affixed on the poles shall be situated and adjusted so that lighting levels along the front face of the residence do not exceed 2.0 foot-candles due to the lighting improvement.</p>	<p>Post-Construction</p>	<p>District and/or its Representative</p>	
<p>5.4 NOISE</p>	<p>N-1 The Santa Ana Unified School District's policy shall be that Sports Complex events are not scheduled past 10 PM to avoid significant noise impacts beyond those identified and discussed above. The District's Civic Center processes schedules and regulates the use of all District facilities by school groups and community groups. The lighting system shall be programmed to dim to minimum levels after 10 PM to allow safe exiting and after-event clean-up and maintenance. Exceptions to this shall be allowed when games go into overtime, in emergency situations, or for other extenuating circumstances that require full-level lighting for health and safety purposes.</p>	<p>Post Construction</p>	<p>District and/or its Representative</p>	
<p>N-2</p>	<p>During subsequent design phases of the bleachers and PA system, the project's sound system shall be designed to optimize conveying information to the event attendees while minimizing off-site spill-over effects. The design shall aim at incorporating as many low-power speakers as practical that are located as close to the event attendees as practical so as to both convey information to the event attendees while minimizing off-site spill-over effects. The design shall include design specifications that optimize the stadium sound system for speaker placement, speaker dispersion pattern, and speaker acoustic output. The design goal should be a Speech Transmission</p>	<p>Pre-Construction</p>	<p>District and/or its Representative</p>	

Mitigation Monitoring and Reporting Program

Mitigation Monitoring Requirements

Mitigation Measure	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
Index (STI) of 0.65 or greater (or, equivalently, a Common Intelligibility Scale (CIS) of 0.83 or greater).			
N-3 Prior to the first stadium event, the public address system contractor shall perform a system check-out to verify appropriate sound levels in the seating areas, as well as minimized spill-over sound levels into the adjacent community areas surrounding the stadium site.	Post Construction	District and/or its Representative	

Mitigation Monitoring and Reporting Program

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EXHIBIT C | A Notice of Determination for filing with the Orange County Clerk's Office

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NOTICE OF DETERMINATION

To: Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

From: (Lead Agency & Applicant)
Santa Ana Unified School District
1601 E. Chestnut Avenue.
Santa Ana, CA 92701

County Clerk
Orange County Clerk-Recorder
12 Civic Center Plaza
Santa Ana, CA 92701

Applicant: Santa Ana Unified School District

Subject: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

SAUSD Sports Complex

Project Title

2014031022

Joe Dixon, Assistant Superintendent

714.480.5356

State Clearinghouse Number
(If submitted to Clearinghouse)

Contact Person

Area Code/Telephone/Extension

1801 South Greenville Street, Santa Ana CA 92704

Project Location:

Development and operation of a sports complex, including a new stadium and upgraded athletic fields, on an existing school site.

Project Description:

This is to advise that the Santa Ana Unified School District has approved the above described
(Lead Agency or Responsible Agency)

project on June 10, 2014 and has made the following determinations regarding the above described project:
(Date)

1. The project [will will not] have a significant effect on the environment.
2. An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
 A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures [were were not] made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan [was was not] adopted for this project.
5. A Statement of Overriding Considerations [was was not] adopted for this project.
6. Findings [were were not] made pursuant to the provisions of CEQA.

This is to certify that the final EIR with comments and responses and the record of project approval is available to the General Public at:

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

Date received for filing and posting at OPR: _____

Signature (Public Agency)

Title



Santa Ana
Unified School District

SAUSD Sports Complex

Richard L. Miller, Ph.D., Superintendent

Facilities & Governmental Relations Department

Joe Dixon, Assistant Superintendent

Todd Butcher, Director of Construction

Jessica Mears, Facilities Planner

Board of Education

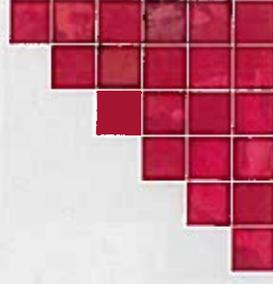
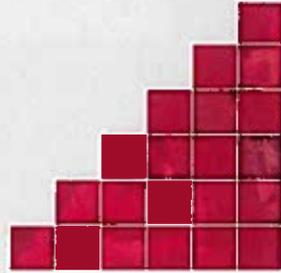
Audrey Yamagata-Noji, Ph.D., President

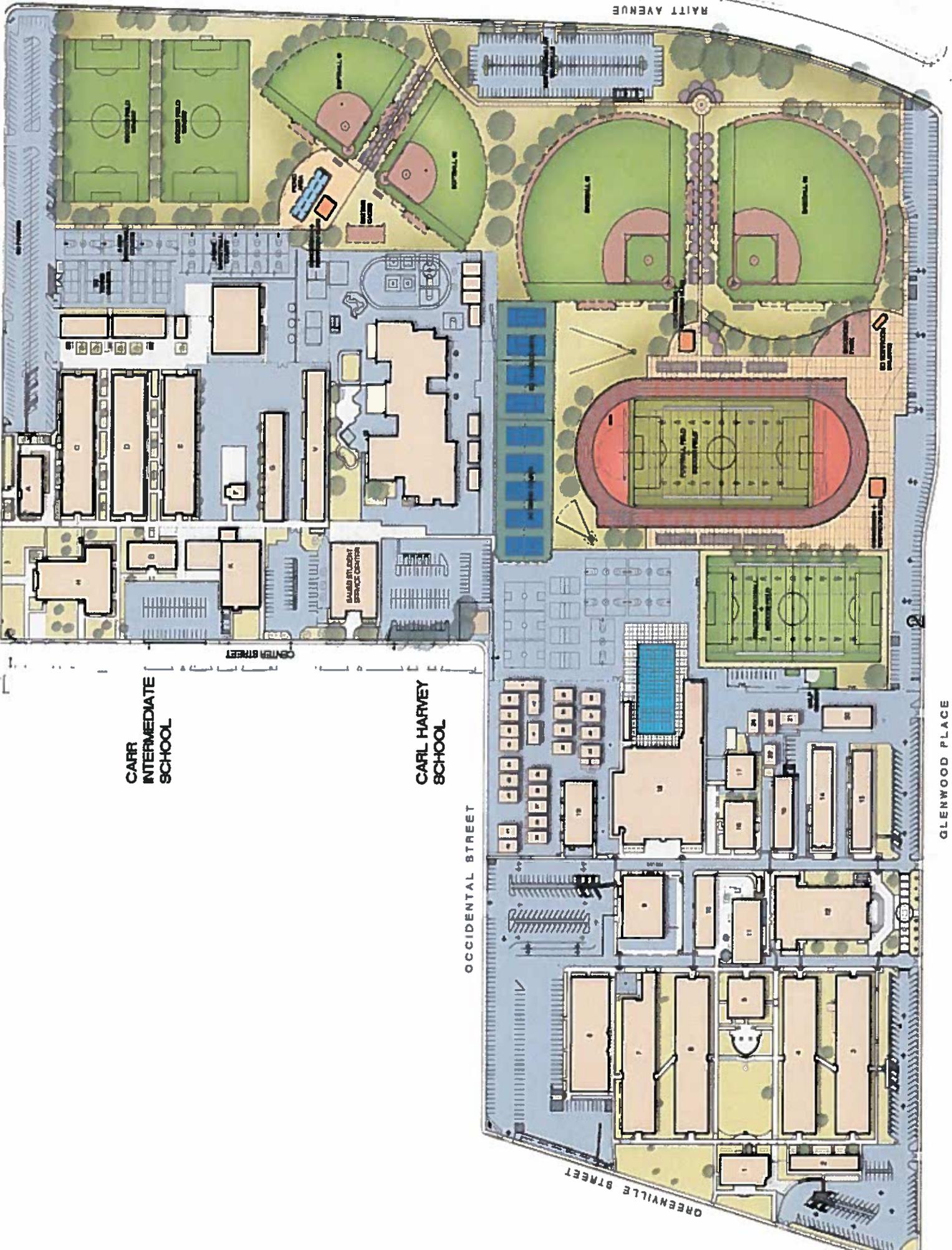
José Alfredo Hernández, J.D., Vice President

Rob Richardson, Clerk

John Palacio, Member

Cecilia Iglesias, Member





RAITT AVENUE

CARR
INTERMEDIATE
SCHOOL

CARL HARVEY
SCHOOL

CENTER STREET

OCCIDENTAL STREET

GLENWOOD PLACE

GREENVILLE STREET



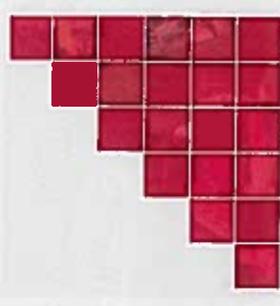
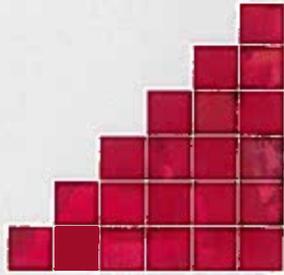
Santa Ana

Unified School District

California Environmental
Quality Act (CEQA)

Environmental Review Process:

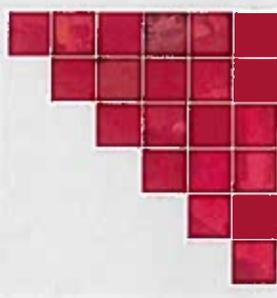
- Informs the public and public agencies about the project and its impacts on the environment
- Identifies feasible ways to avoid or reduce potential impacts
- Provides an opportunity for the public and local/state agencies to comment on the environmental issues





Environmental topics that will be reviewed:

- Aesthetics & Light/Glare
- Ag & Forest Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Geology & Soils
- Greenhouse Gas Emissions
- Hazards & Haz Materials
- Hydrology & Water Quality
- Land Use & Planning
- Mineral Resources
- Noise
- Population & Housing
- Public Services
- Recreation
- Transportation & Traffic
- Utilities & Service Systems





Santa Ana

Unified School District

Public Input Opportunities

- **Valley HS Parent Meetings | March 5th 10am and 6pm**
 - Verbal comments and comment cards
- **Community Meeting | March 6th 6pm**
 - Verbal comments and comment cards
- **Initial Study 30-day public review period**
 - March 6, 2014 - April 4, 2014
 - 17 written comments received (3 residents concerned with light, noise, traffic/parking, trash, security)
- **Neighborhood association meeting | April 23rd**
 - Verbal comments and comment cards
- **Environmental Impact Report (EIR) 45-day public review period**
 - April 8, 2014 – May 22, 2014
 - 406 written comments received (of which 374 are in support)

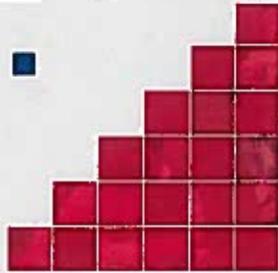


Santa Ana

Unified School District

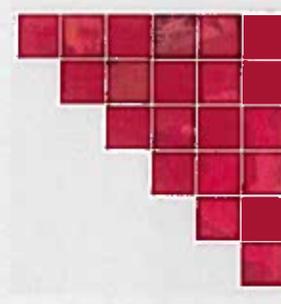
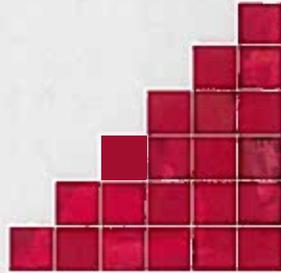
Public Input Opportunities (Continued)

- **All documents and comment card available to the public for review at:**
 - The front offices of the District, Valley High School, and Carr Intermediate School
 - The websites of the District, Valley High School, and Carr Intermediate School
 - Spanish notices and executive summaries also made available
- **Final EIR 10-day public review period**
 - May 30 - June 9, 2014
 - Response to comments
- **Public Hearing at a regularly scheduled Board meeting**
 - June 10, 2014





- **Public Hearing**
- **Resolution - Board approval of:**
 1. EIR
 2. Mitigation measures (for noise and lighting)
 3. Statement of Overriding Considerations
 - Balances the benefits of the projects with the significant noise impact
 4. Bidding and constructing the project



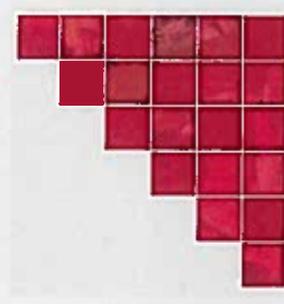
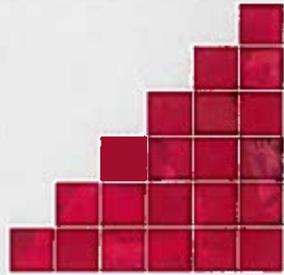


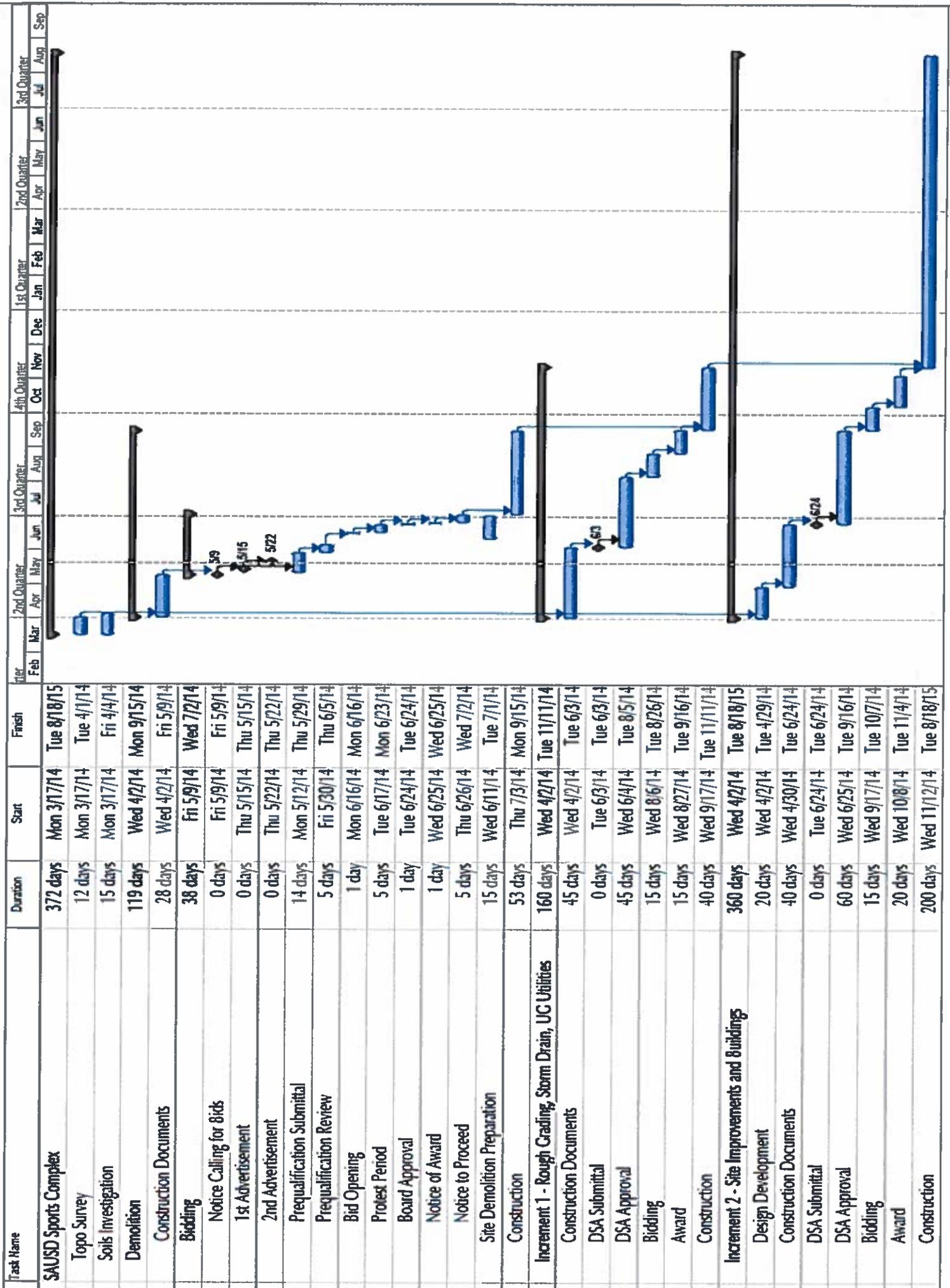
Santa Ana

Unified School District

Tonight: Additional Board Direction

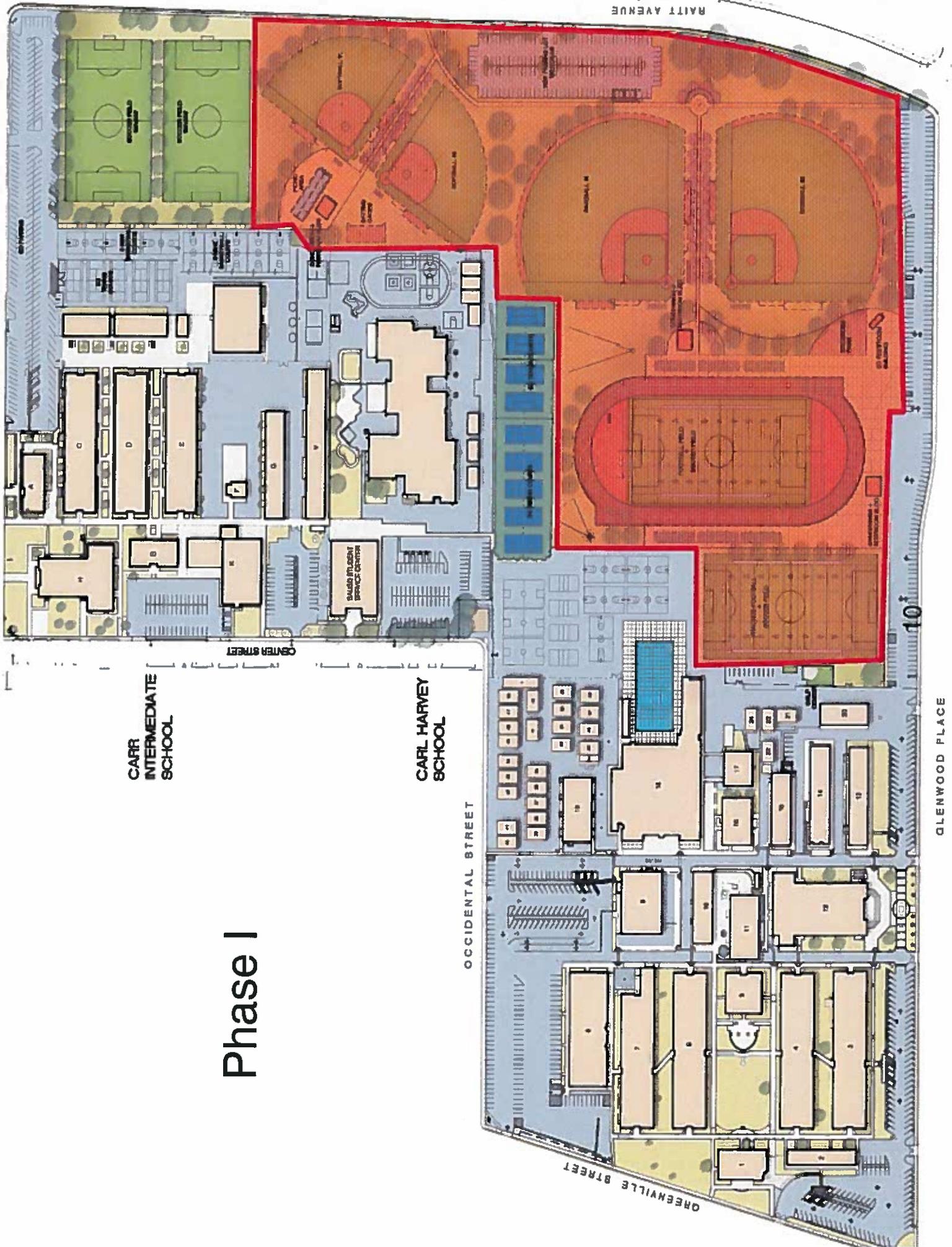
- Assert the City's joint-use agreement dated August 23, 1972 is null and void
- Authorize staff to develop plans and potential funding sources to improve the stadium fields at Segerstrom and Godinez to achieve equity





Task Name	Duration	Start	Finish
SAUSD Sports Complex	372 days	Mon 3/17/14	Tue 8/18/15
Topo Survey	12 days	Mon 3/17/14	Tue 4/1/14
Soils Investigation	15 days	Mon 3/17/14	Fri 4/4/14
Demolition	119 days	Wed 4/2/14	Mon 9/15/14
Construction Documents	28 days	Wed 4/2/14	Fri 5/9/14
Bidding	38 days	Fri 5/9/14	Wed 7/2/14
Notice Calling for Bids	0 days	Fri 5/9/14	Fri 5/9/14
1st Advertisement	0 days	Thu 5/15/14	Thu 5/15/14
2nd Advertisement	0 days	Thu 5/22/14	Thu 5/22/14
Prequalification Submittal	14 days	Mon 5/12/14	Thu 5/29/14
Prequalification Review	5 days	Fri 5/30/14	Thu 6/5/14
Bid Opening	1 day	Mon 6/16/14	Mon 6/16/14
Protest Period	5 days	Tue 6/17/14	Mon 6/23/14
Board Approval	1 day	Tue 6/24/14	Tue 6/24/14
Notice of Award	1 day	Wed 6/25/14	Wed 6/25/14
Notice to Proceed	5 days	Thu 6/26/14	Wed 7/2/14
Site Demolition Preparation	15 days	Wed 6/11/14	Tue 7/1/14
Construction	53 days	Thu 7/3/14	Mon 9/15/14
Increment 1 - Rough Grading, Storm Drain, UC Utilities	160 days	Wed 4/2/14	Tue 11/11/14
Construction Documents	45 days	Wed 4/2/14	Tue 6/3/14
DSA Submittal	0 days	Tue 6/3/14	Tue 6/3/14
DSA Approval	45 days	Wed 6/4/14	Tue 8/5/14
Bidding	15 days	Wed 8/16/14	Tue 8/26/14
Award	15 days	Wed 8/27/14	Tue 9/16/14
Construction	40 days	Wed 9/17/14	Tue 11/11/14
Increment 2 - Site Improvements and Buildings	360 days	Wed 4/2/14	Tue 8/18/15
Design Development	20 days	Wed 4/2/14	Tue 4/29/14
Construction Documents	40 days	Wed 4/30/14	Tue 6/24/14
DSA Submittal	0 days	Tue 6/24/14	Tue 6/24/14
DSA Approval	60 days	Wed 6/25/14	Tue 9/16/14
Bidding	15 days	Wed 9/17/14	Tue 10/7/14
Award	20 days	Wed 10/8/14	Tue 11/4/14
Construction	200 days	Wed 11/2/14	Tue 8/18/15

Phase I



CARR
INTERMEDIATE
SCHOOL

CARL HARVEY
SCHOOL

OCCIDENTAL STREET

GLENWOOD PLACE

GREENVILLE STREET

RAITT AVENUE

CENTER STREET

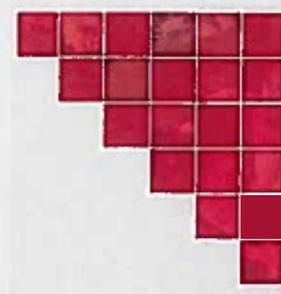
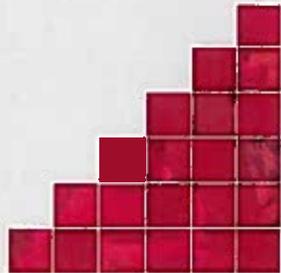
SALES FLIGHT
SERVICE CENTER

10'



Santa Ana
Unified School District

BACKUP SLIDES



LEGEND

-  Project Boundary
-  Residential Building Frontage

SUMMARY

SCHOOL BOUNDARY

Highest: 11.9 fc
 Lowest: 0.05 fc

RESIDENTIAL FRONTAGE

Highest: 2.09 fc
 Lowest: 0.06 fc

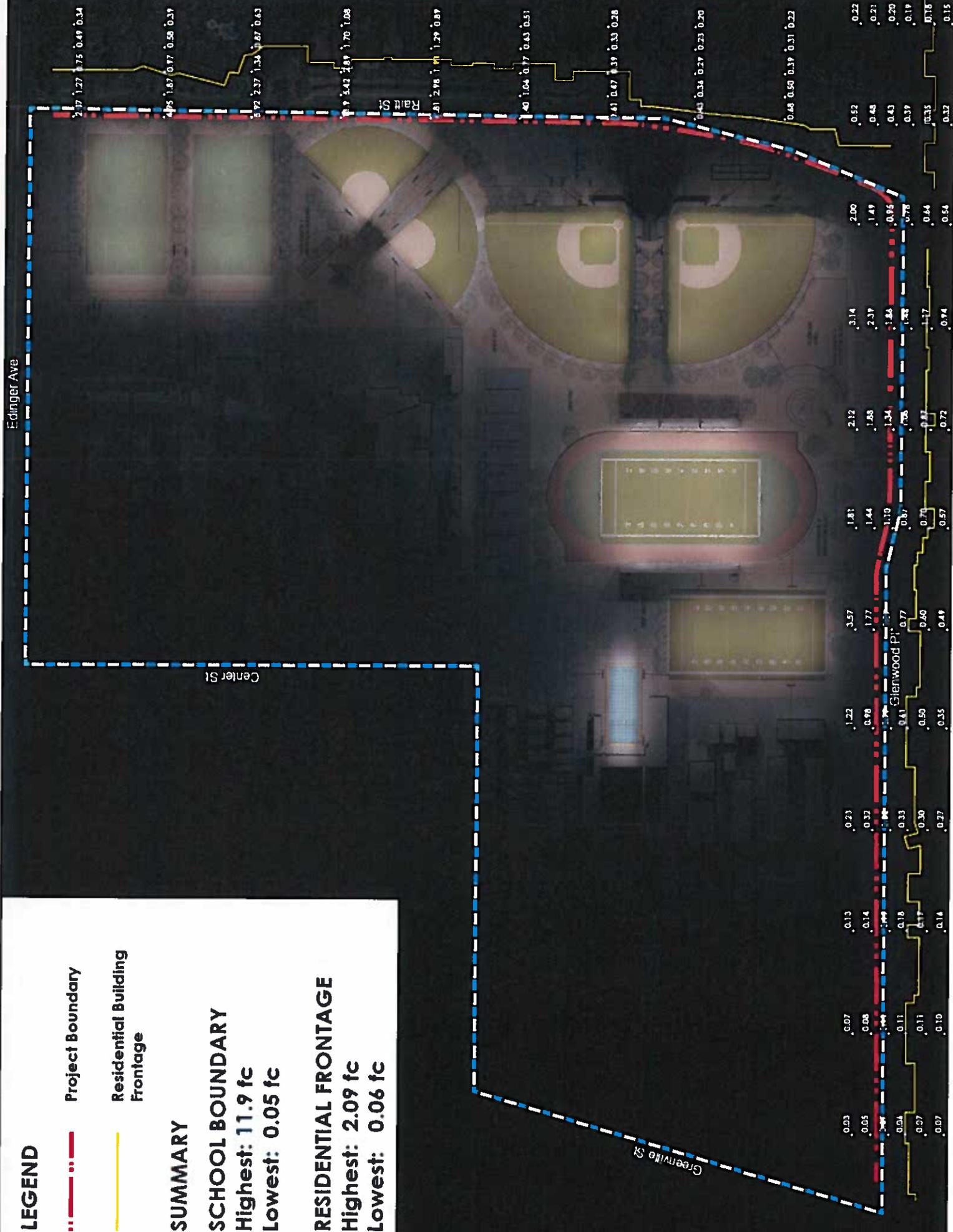
Edinger Ave

Center St

Raid St

Greenwhite St

Glenwood Pt



LEGEND

--- Project Boundary

— Residential Building Frontage

SUMMARY

SCHOOL BOUNDARY

Highest: 11.9 fc

Lowest: 0.05 fc

RESIDENTIAL FRONTAGE

Highest: 2.09 fc

Lowest: 0.06 fc

Edinger Ave

Center St

W Pomona St

S To

Greenville St

Rail St

Stargis St

S Gre

Glenwood Pl





Santa Ana

Unified School District

Table 5.1-1 Light Levels

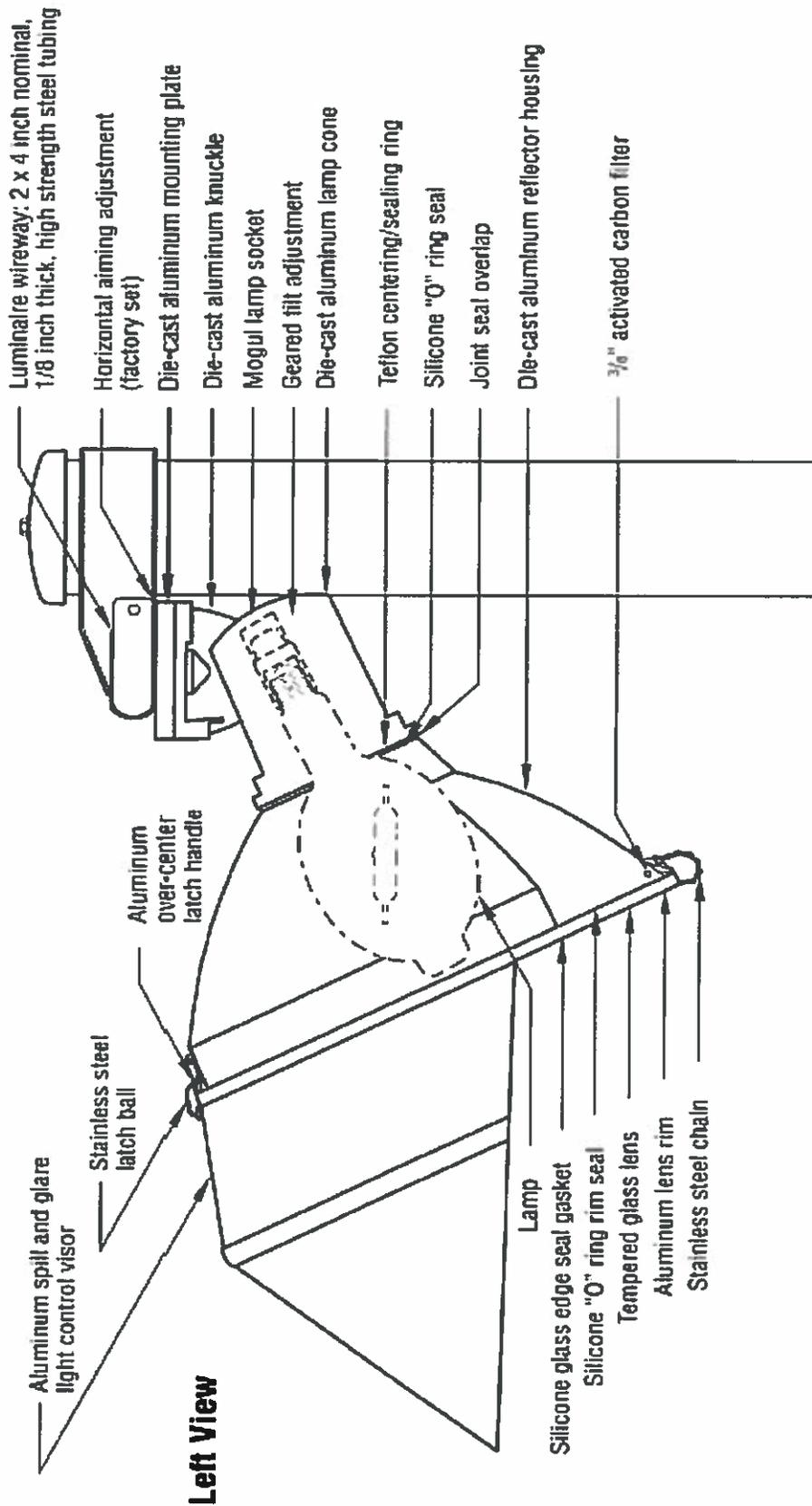
	Outdoor Light	Foot-Candle
Direct Sunlight		10,000
Full Daylight		1,000
Overcast Day		100
Dusk		10
Twilight		1
Deep Twilight		0.1
Full Moon		0.01
Quarter Moon		0.001
Moonless Night		0.0001
Overcast Night		0.00001
Gas station canopies		25-30
Typical neighborhood streetlight		1.0-5.0

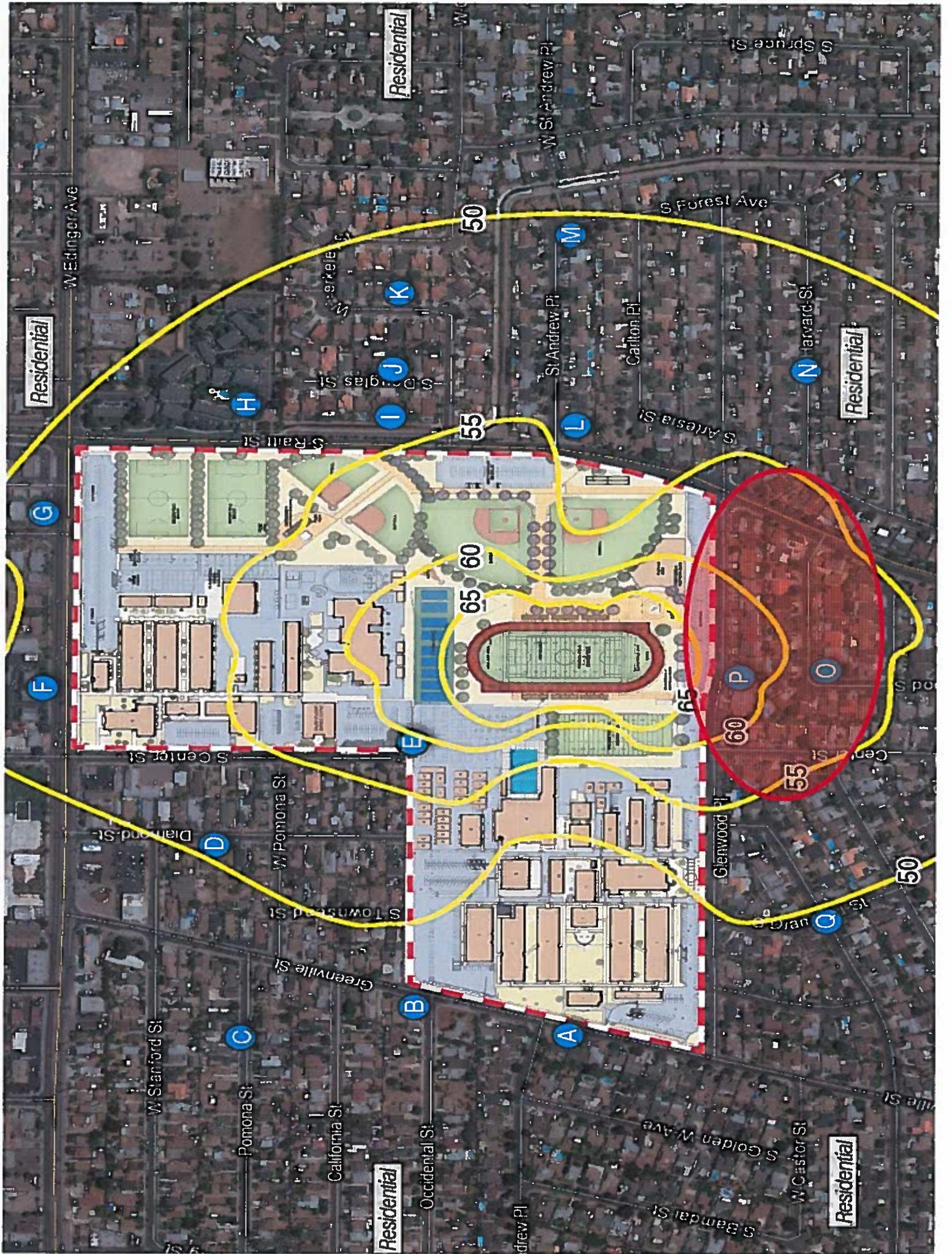
Source: Musco Lighting 2012; The Engineering ToolBox 2013.





Santa Ana Unified School District







Santa Ana Unified School District

Environmental Impact	Level of Significance Before Mitigation	Mitigation Measures	Level of Significance After Mitigation
<p>Impact 5.1-2: The spill light levels on adjacent properties would not exceed the 2.0 foot-candle threshold.</p> <p style="text-align: center;">Lighting</p>	<p>Potentially significant</p>	<p>AES-1. The Santa Ana Unified School District shall include a specification in the lighting installer's contract that requires the installer to take field measurements after installation of the lighting system to demonstrate that actual spill light levels along the residential units to the east and south are a close match to the levels indicated in the photometric plans shown in Figure 5.1.4, <i>Lighting Impacts Along Adjoining Residences</i>, of this Environmental Impact Report. Each luminaire affixed on the poles shall be situated and adjusted so that lighting levels along the front face of the residence do not exceed 2.0 foot-candles due to the lighting improvement.</p>	<p>Less than significant</p>
<p>Impact 5.4-4: The Proposed Project would exceed the City of Santa Ana exterior noise limits and would result in substantial temporary noise increases at nearby homes.</p> <p style="text-align: center;">Noise</p>	<p>Potentially significant</p>	<p>N-1. The Santa Ana Unified School District's policy shall be that Sports Complex events are not scheduled past 10 PM to avoid significant noise impacts beyond those identified and discussed above. The District's Civic Center processes schedules and regulates the use of all District facilities by school groups and community groups. The lighting system shall be programmed to dim to minimum levels after 10 PM to allow safe exiting and after-event clean-up and maintenance. Exceptions to this shall be allowed when games go into overtime, in emergency situations, or for other extenuating circumstances that require full-level lighting for health and safety purposes.</p> <p>N-2. During subsequent design phases of the bleachers and PA system, the project's sound system shall be designed to optimize conveying information to the event attendees while minimizing off-site spill-over effects. The design shall aim at incorporating as many low-power speakers as practical that are located as close to the event attendees as practical so as to both convey information to the event attendees while minimizing off-site spill-over effects. The design shall include design specifications that optimize the stadium sound system for speaker placement, speaker dispersion pattern, and speaker acoustic output. The design goal should be a Speech Transmission Index (STI) of 0.65 or greater (or, equivalently, a Common Intelligibility Scale (CIS) of 0.83 or greater).</p> <p>N-3. Prior to the first stadium event, the public address system contractor shall perform a system check-out to verify appropriate sound levels in the seating areas, as well as minimized spill-over sound levels into the adjacent community areas surrounding the stadium site.</p>	<p>Significant and unavoidable</p>



AGENDA ITEM BACKUP SHEET
June 10, 2014

Board Meeting

TITLE: **Approval of Facilities Agreement with Edward B. Cole Sr. Academy Charter School Under a Proposition 39 Request for the 2014-15 School Year at the Former Grant School Site**

ITEM: **Action**

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

PREPARED BY: **Mavis Mitchell, Coordinator, Charter Schools**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the Facilities Agreement with Edward B. Cole, Sr. Academy Charter School under a Proposition 39 request for the 2014-15 school year at the former Grant School site.

RATIONALE:

Edward B. Cole Sr. Academy submitted a Proposition 39 Request for Facilities for the 2014-15 school year under the provisions of Education Code Section 47614 and its implementing regulations set forth in Title 5 of the California Code of Regulations Section 11969.9(a). Specifically, the charter school requested to remain at its current location, the former Margaret S. Grant Elementary School site. These facilities were originally provided to the charter school by the District pursuant to a Proposition 39 Request for Facilities submitted in the 2006-07 school year.

The Governing Board of the Edward B. Cole Sr. Academy has agreed to the terms and conditions of the facilities agreement offered by the District pursuant to the requirements of Education Code Section 47614 and its implementing regulations. The accepted agreement allows the Charter School to remain at its current location and provides facilities for its in-District students for the 2014-15 school year. The Charter School will continue to share the site with other District programs.

In correspondence dated on or about May 21, 2014, the Governing Board of the Charter School, Templo Calvario Community Development Corporation, accepted the District's final offer for use of a portion of the District's former Margaret S. Grant Elementary School site, located at 333 E. Walnut Street, Santa Ana, CA 92701, for the 2014-15 school year.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the Facilities Agreement with Edward B. Cole Sr. Academy Charter School under a Proposition 39 request for the 2014-15 School Year at the former Margaret S. Grant Elementary School site.

SP:mm

**CHARTER FACILITIES AGREEMENT
BY AND BETWEEN
SANTA ANA UNIFIED SCHOOL DISTRICT,
TEMPLO CALVARIO COMMUNITY DEVELOPMENT CORPORATION AND
EDWARD B. COLE, SR. ACADEMY**

THIS AGREEMENT (“Agreement”) is made this ____ day of _____, 2014 (the “Effective Date”), by and among the Santa Ana Unified School District, a public school district organized and existing under the laws of the State of California (“District”), Templo Calvario Community Development Corporation, a California non-profit public benefit corporation (“TCCDC”), which operates Edward B. Cole, Sr. Academy, a California public charter school, (“EBC”), and EBC. TCCDC and EBC are collectively referred to herein as the “Charter School”. The District and Charter School are collectively referred to as “the Parties.”

RECITALS

WHEREAS, Charter School received approval of its Petition and Charter (“Charter”), from the District in July 2003 and said Charter was renewed on July 1, 2013. A true and correct copy of the Charter is attached hereto and incorporated herein by this reference as Exhibit “A”;

WHEREAS, on or about November 1, 2013, Charter School submitted to the District a request for facilities under the provisions of Education Code section 47614 and its implementing regulations set forth in Title 5 of the California Code of Regulations section 11969.9(a) *et seq.* (the “Proposition 39 Request”) for the 2014-2015 academic year;

WHEREAS, pursuant to the requirements of Education Code section 47614 and its implementing regulations, the District has offered to provide the Charter School with facilities for its in-District students (“Final Offer”);

WHEREAS, the Charter School has accepted the District’s Final Offer for use of a portion of the District’s former Margaret S. Grant Elementary School site, located at 333 E. Walnut Street, Santa Ana, CA 92701 (“Grant Site” shall refer to the total school site and “Subject Property” shall refer to that portion offered to the Charter School), depicted in Exhibit “B” hereto and incorporated herein by this reference, for the 2014-2015 academic year (the “Applicable Year”), pursuant to the conditions set forth below;

WHEREAS, the Parties desire to set forth the terms and conditions herein, pursuant to which the Charter School will occupy classrooms and use facilities at the Subject Property for the Applicable Year.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the Parties agree as follows:

Section 1. Use of the Subject Property. District agrees to allow Charter School exclusive use of the Subject Property, for the sole purpose of operating the EBC educational program in accordance with the Charter, under which EBC became an independent/direct funded

charter school. Charter School's right to exclusive use of the Subject Property shall be for the Applicable Year and shall conclude at the expiration of this Agreement on June 30, 2015.

A. Reversion to District. Upon the termination or expiration of this Agreement by its terms, the right to exclusive use and occupation of the Subject Property and the facilities and District equipment thereon, if any, shall revert to the District. If the Charter School desires to have facilities provided by the District for the 2015-2016 academic year, the Charter School must submit a facilities request pursuant to Proposition 39 no later than November 1, 2014, or the then-applicable submission deadline. Upon termination of this Agreement, the District shall recoup the full rights and benefits of its ownership of the Subject Property, including, but not limited to, use of such Subject Property for District programs and services.

B. Civic Center Act. Charter School shall comply with District policies and/or practices regarding the operations and maintenance of the facilities, furnishings, and equipment. Although Charter School shall have the exclusive use of the Subject Property, Charter School agrees to comply with the provisions of the Civic Center Act (Education Code section 38131 *et seq.*) in making use of the facilities accessible to members of the community. For purposes of Civic Center Act compliance, with respect to the Subject Property only, the TCCDC Board of Directors shall hold the same powers and obligations applicable to School District Board of Trustees under Education Code sections 38130-38139 and shall also follow District Board Policy and Administrative Regulations in making the facilities accessible to members of the community, and may delegate authority over the day-to-day implementation of Civic Center Act usage to members of the Charter School Management Team. All proceeds derived from the use of the Subject Property pursuant to the Civic Center Act shall be the property of the District and shall be forwarded to the District within one (1) business day of receipt by the Charter School.

C. Drill Notice. In the event that Charter School conducts a fire, earthquake or other emergency drill, Charter School shall provide District with reasonable notice of the time and nature of the drill and confirm that a District representative at the ARC/District Programs Property (defined in Section 7 below) is aware of the time and nature of said drill.

D. Full and Complete Satisfaction. Charter School agrees that the provision of the Subject Property pursuant to this Agreement constitutes full and complete satisfaction of the District's obligation to provide facilities to Charter School under Education Code section 47614 and the Proposition 39 regulations for the Applicable Year. Charter School has agreed to furnish and equip the facilities for classroom instruction with its own furnishings and equipment. Charter School agrees that, by accepting the Subject Property, it certifies that the District has fully and completely satisfied the District's obligation to provide facilities to the Charter School under Education Code section 47614 and all Proposition 39 implementing regulations for the Applicable Year. The Charter School waives and forever releases the District from any claim that the Charter School, or any successor entity, may have against the District regarding any allegation that the District has taken action to impede the Charter School from expanding its enrollment to meet pupil demand for the Applicable Year. Furthermore, the Charter School waives any rights it may have to subsequently object to the District's perceived failure to offer facilities in accordance with applicable law and waives any rights it may have to challenge those aspects of the District's offer of facilities that the Charter School believes violate the substantive

or procedural requirements of Proposition 39 and its implementing regulations for the Applicable Year.

E. **Early Termination.** This Agreement shall terminate prior to June 30, 2015 upon the revocation, nonrenewal or expiration for any reason of Charter School's Charter or closure of EBC; however, in the case of a revocation or non-renewal, only after the Charter School has exhausted all appeals of said revocation or non-renewal. Upon such early termination, the right to exclusive use and occupation of the Subject Property and the facilities and District equipment thereon, if any, shall revert to the District in accordance with Section 1.A above.

Section 2. Pro-Rata Share of Facilities Costs; Oversight Fee. The Parties agree that, pursuant to the Proposition 39 implementing regulations, the Charter School's pro-rata share of costs for the Subject Property ("Pro-Rata Share") is One Dollar and Thirty Cents (\$1.30) per square foot for the Applicable Year. The Parties agree that the total square footage subject to this Agreement is Nineteen Thousand Three Hundred Thirty-Nine (19,339) square feet for the Applicable Year. Thus, the total pro-rata cost for the Applicable Year is Twenty-Five Thousand One Hundred Forty Dollars and Seventy Cents (\$25,140.70) ("Total Pro-Rata Cost").

A. **Oversight Fee.** In addition to the Total Pro-Rata Cost, the District shall also charge the Charter School a fee for oversight costs ("Oversight Fee"), up to the maximum percentage allowed by law. (See, e.g., Education Code section 47613).

B. **Payment.** All fees, charges, and payments due and owing from the Charter School to the District, including but not limited to the aforementioned Total Pro-Rata Cost and Oversight Fee, may be deducted by the District from any state or federal revenues of the Charter School which are passed through the District. The District shall also have the right to withhold such fees, charges, and payments from the Charter School's in-lieu property tax allocations.

Any remaining fees, charges and payments due and owing from the Charter School to the District shall be invoiced by the District to the Charter School, and shall become due thirty (30) days thereafter. Late payments shall be subject to interest at the rate of ten percent (10%) per annum.

Section 3. Utilities. The utilities serving the Grant Site are not separately metered. The Parties have agreed that the Charter School's approximate share of utilities usage shall be Seventy-One Percent (71%) of the total utilities usage for the Grant Site. Thus, the Parties have agreed that the Charter School shall be responsible for 71% of the utilities costs during the Applicable Year, regardless of actual usage. The District shall invoice Charter School for its 71% share of the utilities costs on a monthly basis. Charter School shall promptly pay to the District its 71% share of such utilities costs within thirty (30) days of receipt of such invoice. Late payments shall be subject to interest at the rate of ten percent (10%) per annum. Charter School shall obtain its own internet service provider and shall assume sole responsibility for upkeep and maintenance of all telephone systems, data lines, and related equipment, software and hardware.

Section 4. Maintenance. Facilities provided to the Charter School shall remain the property of the District. The ongoing operations and maintenance of the facilities is the

responsibility of the Charter School. Projects eligible to be included in the District deferred maintenance plan established pursuant to Education Code section 17582 and the replacement of furnishings and equipment supplied by the District in accordance with District schedules and practices shall remain the responsibility of the District. The Charter School may purchase operations and maintenance services from the District as provided in a separate written agreement. Parties understand that leased structures (including portables) are not eligible to be included in the District deferred maintenance plan established pursuant to Education Code section 17582.

District shall be responsible for the major maintenance of the facilities used by Charter School. For purposes of this section, "major maintenance" includes the major repair or replacement of plumbing, heating, ventilation, air conditioning, electrical, roofing, and floor systems, exterior and interior painting, and any other items considered deferred maintenance under Education Code section 17582. All other kinds of maintenance shall be considered routine maintenance and shall be the responsibility of the Charter School.

In the event that the Charter School requires the District to perform maintenance and repairs, as allowed for above, Charter School must submit such request via appropriate District processes. Currently, and until further written notice, the Charter School must submit such requests through the Santa Ana Unified School District website, by clicking on the Facilities link, then selecting the Building Services link and log onto the maintenance work order system. School sites are limited to two authorized staff members to enter work order requests to prevent duplicate work orders. Training and a password will be provided to utilize the District work order management system. For an emergency request for service, Charter School should call Building Services directly. Emergency request is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to District property. The District reserves the right to implement a different process for submission of maintenance/repair requests.

Section 5. Installation of Improvements by Charter School. Charter School shall not construct or install any improvements on the Subject Property or otherwise alter the Subject Property without the prior written consent of District, and if required, the Division of the State Architect ("DSA"). District's approval of any improvements, including the construction schedule, work hours, and modifications, shall be at District's sole and absolute discretion, and District may disapprove of such improvements for any reason. Unless otherwise specified in this Agreement, in each case where prior written consent of the District is required under Section 5 or any other provision of this Agreement, such consent shall be obtained exclusively from the District's Assistant Superintendent, Facilities & Governmental Relations, and consent obtained from any other source shall be invalid. Contractors retained by Charter School with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with District construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. District or District's agent shall have a continuing right at all times during the period that improvements are being constructed or

installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students. Charter School shall indemnify, defend and hold harmless District, its directors, officers and employees from any loss, damage, claim, cause of action, cost, expense or liability arising out or caused by any violation by the Charter School or its directors, officers, employees or contractors of any applicable federal, state or local statute, ordinance, order, governmental requirement, law or regulation that applies to any work, including, without limitation, any labor laws and/or regulations requiring that persons performing work on any improvements be paid prevailing wage.

A. **Garden.** Charter School may use a portion of the Subject Property to establish a garden ("Garden") for educational purposes, so long as the Charter School complies with any federal, state or local laws and regulations, including Proposition 65, as applicable. Charter School may not use any fertilizers, pesticides or other hazardous materials in preparing or maintaining the Garden, unless the Charter School has obtained permission, in writing, from the District. Such permission shall not affect Charter School's indemnification obligations under Article 12. If at any time the District determines, in its sole discretion, that the Garden presents a health or safety hazard or otherwise interferes with District activity, the District may require the Charter School to cease operation of the Garden immediately and return that portion of the Subject Property to its original condition.

B. **Mural.** A mural exists on the exterior wall of the Subject Property facing First Street ("Mural"). The Mural must remain "as-is" for the duration of the Applicable Year. Under no circumstances may the Charter School or any of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns remove, paint over, permanently conceal or otherwise alter the Mural in any way.

Section 6. Provision of Facilities. The facilities to be provided by the District to the Charter School are described in this Section 6, and shall consist of both permanent and portable facilities. Said facilities are labeled in Exhibit "B." The facilities to be provided by the District to the Charter School for the Applicable Year are as follows:

A. Charter School shall have exclusive use of fifteen (15) standard portable classrooms for teaching space.

B. Charter School shall have exclusive use of four (4) additional standard portable classrooms for specialized classroom space and/or non-teaching space.

C. Charter School shall have exclusive use of a 320-square-foot storage container ("Storage") located next to Building Q.

D. Charter School shall have exclusive use of the "Cafeteria" portable, which contains a kitchen, storage or office space, and a men's staff restroom. ("Building G").

E. Charter School shall have exclusive use of a boys' and girls' student restroom portable which also contains a women's staff restroom. ("Building O").

F. Charter School shall have exclusive use of the sun shade eating areas. (“Sun Shade”).

G. Charter School shall have exclusive use of playground facilities and all field and court space at the Subject Property.

H. Charter School shall have exclusive use of the entrance gate located at the Maple Street side of the Subject Property.

I. Charter School shall have non-exclusive access to the parking lot (“Parking Lot”) located on the Grant Site. The Parking Lot contains twenty-four (24) parking spaces, which spaces shall be divided between the Charter School and the District’s Achievement Reinforcement Center or other District programs (“ARC” or “District Programs”) as follows: twelve (12) spaces shall be allocated to the Charter School and twelve (12) spaces shall be allocated to the ARC and/or other District Programs. From time to time, one Party may allow, on a case-by-case basis, the other Party to use its designated space(s) if both Parties are agreeable to such a use. District shall be responsible for maintaining the Parking Lot.

J. Charter School may request, pursuant to the Civic Center Act (Education Code section 38131 *et seq.*), access to the portable classroom denoted as Building “P” on the map attached hereto as Exhibit “B” (located on the ARC/District Programs Property) for the purpose of conducting parent-teacher association meetings, assemblies and other similar events requiring a facility with capacity beyond that which is available on the Subject Property. The District agrees to work with the Charter School to arrange and schedule use of said portable classroom.

K. The Parties acknowledge that the Charter School will have use of facilities at the Subject Property in excess of that required to be provided under Proposition 39 for the 2014-2015 school year. This does not bind the District to provide a similar allocation of facilities in the future.

Section 7. Security. The Parties acknowledge that the Grant Site will be shared by the Charter School and the ARC or other District Programs. A slatted chain-link fence (“Fence”) divides the Subject Property from the remaining Grant Site occupied by the ARC or other District Programs (“ARC/District Programs Property”).

A. **Intrusion System.** Charter School acknowledges that it shall have the sole responsibility for the safety and security of the Subject Property and that it shall not rely on any safety/security device that the District now maintains or may maintain in the future on the Grant Site. Specifically, the District currently maintains an intrusion system (“Intrusion System”) on the Grant Site, which may or may not continue to be operational. The Charter School recognizes that said Intrusion System is not part of the facilities offered to the Charter School under this Agreement and may be discontinued by the District at any time and without notice. Should the Charter School desire to install its own alarm system and/or other security devices, it must follow the procedure set forth in Section 5, above.

Section 8. Site Unavailability. The District anticipates and Charter School acknowledges that the Grant Site may be unavailable as a charter school location for the 2015-16 academic year and beyond. Nothing in this Agreement or in the Charter School’s past or current

use of the Subject Property shall entitle the Charter School to the use of the Subject Property pursuant to Proposition 39 or otherwise for the 2015-16 academic year and beyond.

Section 9. Condition of Property. Charter School, at its expense, shall comply with all applicable laws, regulations, rules and orders with respect to its use and occupancy of the Subject Property, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. The Charter School shall not be responsible for any and all environmental conditions that existed prior to the Charter School's occupancy of the Subject Property, so long as such environmental conditions are not exacerbated by the Charter School's negligence or willful misconduct. The District shall remain responsible for compliance with the ADA, FEHA, and other applicable building code standards regarding access for any existing compliance issue prior to the date of execution of this Agreement. The Charter School shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvement made by the Charter School. Should any modifications or improvements made by the Charter School change or affect the character of any existing improvements, Charter School shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building code standards. Charter School shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Subject Property due to the Charter School's use and occupancy thereof, Charter School, at its expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the Subject Property, to the satisfaction of District and any governmental agencies having jurisdiction over the Subject Property or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If the Charter School fails to take steps to clean the property(ies) or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, the District reserves the right to takeover the clean-up and to take all necessary steps to recoup any and all costs associated therewith from the Charter School, which takeover shall not occur unreasonably.

Upon termination or expiration of the Agreement, Charter School shall return the Subject Property and any then-existing improvements to the District in clean, good order condition and repair, ordinary wear and tear excepted, free and clear of all liens, claims, and encumbrances. All trash shall be removed. Charter School shall remove from the Subject Property all of Charter School's personal property, trade fixtures, and any improvements made by Charter School that District determines shall be removed by Charter School. All property not so removed shall be deemed abandoned by Charter School and Charter School shall be responsible for any costs incurred by the District for the removal of such abandoned property.

With regard to the portable facilities at the Subject Property, Charter School shall return such portable facilities in a condition equal to or better than when Charter School originally received them. In the event that the District is charged any fees related to the condition of the portable facilities, the District will invoice Charter School for such fees and Charter School shall promptly pay to the District such fees within thirty (30) days of receipt of such invoice. Fees may be assessed for conditions, including, but not limited to: damaged equipment, excessive wall

damage, missing equipment, costs for removal of added equipment, cleaning, and rekeying in the case of missing keys.

Section 10. Title to Property. The Parties acknowledge that title to the Subject Property is held by the District and shall remain in the District at all times.

Section 11. Insurance. The District will maintain its current levels of insurance on the structures on the Subject Property. Parties agree that self insurance through a Joint Powers Authority shall satisfy District's obligations under this section. District shall not be responsible for insuring any of the Charter School's personal property, including any portables installed on the Subject Property. Charter School shall procure and maintain, for the duration of this Agreement the following insurance coverage with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company. Charter School may use a self-insurance and/or joint powers authority mechanism to meet the described insurance requirements.

A. Professional Liability Insurance in an amount not less than \$1,000,000 per claim and in aggregate.

B. General Liability Insurance in an amount not less than \$5,000,000 per occurrence and \$20,000,000 general aggregate. The general aggregate limit shall apply separately to this project/location. Per occurrence for bodily injury, personal injury and property damage.

(1) Charter School policy shall include or be endorsed to include abuse and molestation coverage.

(2) The policy shall include an additional insured endorsement equivalent in scope to ISO form CG 20 10 or CG 20 26 naming the District, its board, officials, employees, and agents as additional insureds.

(3) The policy shall be endorsed with the insurer's waiver of its rights of subrogation against District.

C. Automobile Liability Insurance in an amount not less than \$5,000,000 combined single limit covering all owned and non-owned autos if use of an automobile is included in the Scope of Services provided under this Agreement.

D. Crime in an amount not less than \$3,500,000 in aggregate.

E. Errors and Omissions in the amount not less than \$20,000,000 in aggregate.

F. Workers Compensation Insurance as required by the California Labor Code and Employer's Liability Insurance in an amount not less than \$1,000,000 per accident/disease. The policy shall be endorsed with the insurer's waiver of its rights of subrogation against District.

Each policy required above shall be endorsed to provide for thirty (30) days prior written notice of cancellation to the District and to establish that coverage is primary and that any

insurance or self-insurance held by the District, its officials, employees and agents shall be excess and shall not contribute to it.

District may, at its discretion, require additional coverage or additional limits based upon the nature of the services provided. Any waiver or modification of these insurance requirements can only be made with the prior written approval of the Superintendent or his or her designee.

The coverage and limits required hereunder shall not in any way limit the liability of the Charter School nor are the insurance requirements herein intended to represent adequate or sufficient coverage for the Charter School's risks hereunder.

Concurrently with the execution of the Agreement, Charter School will provide District with a certificate(s) of insurance verifying such insurance and the terms described herein.

Nothing herein shall serve to modify or reduce the insurance and indemnification requirements contained in the Charter.

Section 12. Indemnification.

A. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of the District, the Charter School shall indemnify, hold harmless, and defend the District, its trustees, officers, employees and agents against and from any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the District, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Subject Property after the Effective Date, arising from, or in connection with, the Charter School's use of the Subject Property or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by Charter School in or about the Subject Property; Charter School's obligation to defend the District and the other indemnitees identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

B. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of the Charter School, the District shall indemnify, hold harmless, and defend the Charter School, its trustees, officers, employees and agents against and from any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the Charter School, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Subject Property after the Effective Date, arising from, or in connection with, the District's use of the Subject Property or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers,

subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by District in or about the Subject Property; District's obligation to defend the Charter School and the other indemnitees identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

C. Nothing herein shall serve to modify or reduce the insurance and indemnification requirements contained in the Charter.

Section 13. Access. Charter School shall permit District, its agents, representatives or employees, to enter upon the Subject Property for the purpose of inspecting same or to make repairs, alterations, or additions to any portion of the Subject Property. District shall attempt to give reasonable notice where practicable but shall not be obligated to do so in the event of emergency or imminent threat to health or safety of occupants, or if access is for purposes of meeting the District's oversight obligations.

Section 14. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

If to the District:

Santa Ana Unified School District
Attn: Deputy Superintendent, Operations
1601 E. Chestnut Avenue
Santa Ana, CA 92701

With a Copy to:

Atkinson, Andelson, Loya, Ruud & Romo
Attn: Lindsay Thorson
12800 Center Court Dr., Suite 300
Cerritos, CA 90703

If to the Charter School:

Edward B. Cole, Sr. Academy
Attn: John Norton, Principal/Director
333 E. Walnut St.
Santa Ana, CA 92701

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

Section 15. California Environmental Quality Act. Charter School acknowledges that the California Environmental Quality Act ("CEQA") may require the District to undertake certain studies and/or seek certain exemptions with regard to any projects described herein. Charter School acknowledges that obtaining CEQA approval for a project may cause delays and/or require that a project be modified or abandoned. The Charter School waives any claims against the District regarding delays, modifications or abandonment of this project due to any inability to meet CEQA requirements.

Section 16. Subcontract and Assignment. Neither Party shall assign its rights, duties or privileges under this Agreement, nor shall a Party attempt to confer any of its rights, duties or privileges under this Agreement (including that of sublease) on any third party, without the written consent of the other Party.

Section 17. Independent Status. This Agreement is by and between independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

Section 18. Entire Agreement of Parties. This Agreement, together with its attachments, constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. In the event of a conflict between this Agreement and the Charter, this Agreement shall control. This Agreement may be amended or modified only by a written instrument executed by the Parties.

Section 19. California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Orange County, California.

Section 20. Waiver. The waiver by any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Section 21. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

Section 22. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

Section 23. Captions. The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

Section 24. Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either

party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

Section 25. Severability. Should any provision of this Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

Section 26. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are incorporated herein by reference.

Section 27. Facsimile Signatures. This Agreement may be executed and transmitted to any other party by facsimile, which facsimile shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

Section 28. Board Approval. In accordance with Education Code section 17604, this Agreement is not valid or an enforceable obligation against the District until approved or ratified by motion of the District's Governing Board of Education.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective Date.

TEMPLO CALVARIO COMMUNITY DEVELOPMENT CORPORATION and EDWARD B. COLE, SR. ACADEMY

By 
Its PRES/CEO

SANTA ANA UNIFIED SCHOOL DISTRICT

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

EXHIBIT "A"

CHARTER

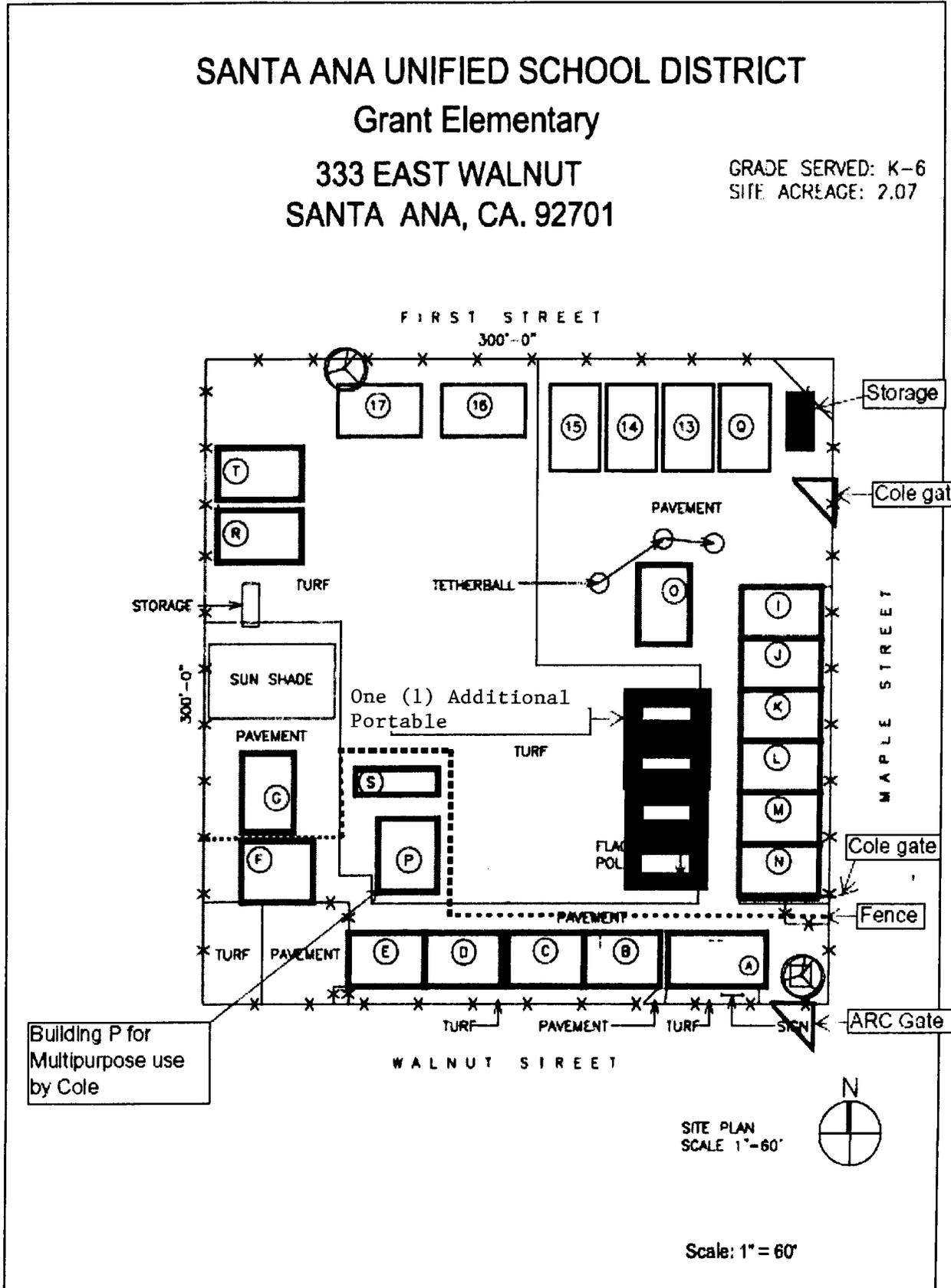
EXHIBIT "B"

MAP DEPICTION OF PROPERTY (WITH BUILDINGS LABELED)

Exhibit "B"
Subject Property with
Additional Portables Depicted

SANTA ANA UNIFIED SCHOOL DISTRICT
Grant Elementary
333 EAST WALNUT
SANTA ANA, CA. 92701

GRADE SERVED: K-6
 SITE ACREAGE: 2.07



AGENDA ITEM BACKUP SHEET
June 10, 2014

Board Meeting

TITLE: **Approval to Accept Renewal and Acceptance of 21st Century High School After School Safety and Enrichment for Teens Program Grant for Various High Schools**

ITEM: **Action**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to accept the renewal (Century and Valley high schools) and acceptance (Godinez Fundamental, Saddleback, Santa Ana, and Segerstrom high schools) of the California Department of Education's (CDE) 21st Century High School After School Safety and Enrichment for Teens (ASSETs) program grant.

At its November 12, 2013, Board meeting both requests were approved to apply for renewal and to apply for those high schools not previously funded by the grant.

RATIONALE:

The ASSETs Program provides incentives for schools and communities to work together and establish before and after-school enrichment programs that provide academic support, safe constructive alternatives for high school students, and assistance in passing the California High School Exit Exam (CAHSEE). Programs may operate before school, after school, weekends, summer, intersession, and vacation days. The three key elements of the enrichment program are academic assistance, educational enrichment, and family literacy services.

FUNDING:

CDE ASSETs program grant: \$295,000 inclusive for up to five years

RECOMMENDATION:

Approve to accept renewal and acceptance of the 21st Century High School After School Safety and Enrichment for Teens program grant.

GRANT SUMMARY

Title:	Renewal of 21 st Century High School After School Safety and Enrichment for Teens (ASSETs) Program Grant for Century and Valley High Schools
Funding Source:	California Department of Education, After-School Division
Due Date:	December 12, 2013
Contact Person:	Dawn Miller, Assistant Superintendent, Secondary Education
Amount/Duration:	\$295,000.00 inclusive for up to five years. There is no budget match required in the ASSETs program.
Grade Level/Target Population:	Grades 9-12
Budget Impact:	None
Indirect Rate:	3.97%
Personnel Impact:	None
Survey Questions:	<i>None without prior District approval and parent consent</i>
Grant Program Description	
<p>The 21st Century High School After School safety and Enrichment for Teens (ASSETs) program provides incentives for establishing before and after-school enrichment programs that partner schools and communities to provide academic support, safe constructive alternatives for high school students, and assistance in passing the California High School Exit Exam. Programs may operate before school, after school, weekends, summer, intersession, and vacation days. Each program must consist of three elements: academic assistance, educational enrichment, and family literacy services.</p>	
Goals/Objectives:	<ul style="list-style-type: none"> • Academic assistance – equip students to achieve their highest academic potential • College and career preparation – assure that students are prepared to succeed in higher education and to accomplish their life goals • Quality academic programs – offer rigorous and outstanding learning opportunities that will be aligned with State and local achievement standards in core subjects • Strategic allocation of resources – communicate clearly, consistently, responsively, and proactively with all stakeholders • Parent and community relationships – promote and develop positive relationships with all segments of the community in order to foster open communication, accessibility, and pride in the schools.
Activities:	<ul style="list-style-type: none"> • Preparation for CAHSEE, ACT, and SAT • Community service work and college and career fairs • Support in applying for college and obtaining scholarships and grants • Participate in opportunities in the area of digital media as a career option • Provide support in the areas of STEM • Parents included in decision-making for the after-school programs • Supplemental providers from the community will offer programs that benefit our students in the area of career readiness

GRANT SUMMARY

Title:	Renewal of 21 st Century High School After School Safety and Enrichment for Teens (ASSETs) Program Grant for Godinez Fundamental, Saddleback, Santa Ana, and Segerstrom High Schools
Funding Source:	California Department of Education, After-School Division
Due Date:	December 12, 2013
Contact Person:	Dawn Miller, Assistant Superintendent, Secondary Education
Amount/Duration:	\$295,000.00 inclusive for up to five years. There is no budget match required in the ASSETs program.
Grade Level/Target Population:	Grades 9-12
Budget Impact:	None
Indirect Rate:	3.97%
Personnel Impact:	None
Survey Questions:	<i>None without prior District approval and parent consent</i>
Grant Program Description	
<p>The 21st Century High School After School safety and Enrichment for Teens (ASSETs) program provides incentives for establishing before and after-school enrichment programs that partner schools and communities to provide academic support, safe constructive alternatives for high school students, and assistance in passing the California High School Exit Exam. Programs may operate before school, after school, weekends, summer, intersession, and vacation days. Each program must consist of three elements: academic assistance, educational enrichment, and family literacy services.</p>	
Goals/Objectives:	<ul style="list-style-type: none"> • Academic assistance – equip students to achieve their highest academic potential • College and career preparation – assure that students are prepared to succeed in higher education and to accomplish their life goals • Quality academic programs – offer rigorous and outstanding learning opportunities that will be aligned with State and local achievement standards in core subjects • Strategic allocation of resources – communicate clearly, consistently, responsively, and proactively with all stakeholders • Parent and community relationships – promote and develop positive relationships with all segments of the community in order to foster open communication, accessibility, and pride in the schools.
Activities:	<ul style="list-style-type: none"> • Instructional support in mathematics (Algebra and Geometry) • Classes in digital media, computer web design, criminal justice, and art • Support in applying for college and obtaining scholarships and grants • Preparation for CAHSEE, ACT, and SAT • Community service work and college and career fairs • Parents included in decision-making for the after-school programs • Supplemental providers from the community will offer programs that benefit our students in the area of career readiness

AGENDA ITEM BACKUP SHEET
June 10, 2014

Board Meeting

TITLE: **Approval of Continuing Master Contracts and/or Individual Service Agreements with Nonpublic Schools and Agencies for Students with Disabilities for 2014-15 School Year**

ITEM: **Action**

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

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

BACKGROUND INFORMATION:

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

RATIONALE:

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

FUNDING:

Special Education: Not to Exceed \$1,379,944

RECOMENDATION:

Approve the continuing master contracts and/or individual service agreements with nonpublic schools and agencies for students with disabilities for the 2014-15 school year.

Continuing Master Contracts and/or Individual Service Agreements with Nonpublic Schools and Agencies for Students with Disabilities for 2014-15 School Year

Board Meeting: June 10, 2014

Approach Learning and Assessment Center, Inc. dba Olive Crest Academy (formerly Therapeutic Education Centers):

<u>Student #:</u>	<u>Amount:</u>
364984	\$71,687
346957	\$77,897
323863	\$47,652
318082	\$45,562

Total Not to Exceed: \$242,798

Beacon Day School:

<u>Student #:</u>	<u>Amount:</u>
154733	\$51,327

Total Not to Exceed: \$51,327

Blind Children's Learning Center:

<u>Student #:</u>	<u>Amount:</u>
425494	\$3,600

Total Not to Exceed: \$3,600

Cornerstone Therapies

<u>Student #:</u>	<u>Amount:</u>
416601	\$2,500

Total Not to Exceed: \$2,500

Kids Institute for Development and Advancement

<u>Student #:</u>	<u>Amount:</u>
354818	\$55,000

Total Not to Exceed: \$55,000

**Continuing Master Contracts and/or Individual Service Agreements with Nonpublic
Schools and Agencies for Students with Disabilities for 2014-15 School Year**

Board Meeting: June 10, 2014

Mardan School:

<u>Student #:</u>	<u>Amount:</u>
336202	\$36,120
307708	\$36,120
366429	\$36,120
183897	\$36,120
369818	\$36,120

Total Not to Exceed: \$180,600

Professional Tutors of America, Inc.:

<u>Student #:</u>	<u>Amount:</u>
346488	\$2,600

Total Not to Exceed: \$2,600

Red Rock Canyon School:

<u>Student #:</u>	<u>Amount:</u>
413686	\$148,430
314036	\$148,430

Total Not to Exceed: \$296,860

Rossier Park Schools:

<u>Student #:</u>	<u>Amount:</u>	<u>Student #:</u>	<u>Amount:</u>
186851	\$45,206	351255	\$46,613
307534	\$45,371	337535	\$44,723
189835	\$43,556	334153	\$40,943
335629	\$45,371	191513	\$41,591
140493	\$48,275	194161	\$41,591

Total Not to Exceed: \$443,240

**Continuing Master Contracts and/or Individual Service Agreements with Nonpublic
Schools and Agencies for Students with Disabilities for 2014-15 School Year**

Board Meeting: June 10, 2014

Speech & Language Development Center:

<u>Student #:</u>	<u>Amount:</u>
324982	\$41,919
326331	\$59,500

Total Not to Exceed: \$101,419

AGENDA ITEM BACKUP SHEET
June 10, 2014

Board Meeting

TITLE: **Approval of Submission of Developing Knowledge About What Works to Make Schools Safe Grant Application for 2014**

ITEM: **Action**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to submit a grant application for the Developing Knowledge About What Works to Make Schools Safe for 2014. The National Institute of Justice (NIJ) introduced the Comprehensive School Safety Initiative in response to the Department of Justice Appropriations Act 2014, which provides funds to NIJ to undertake school safety research.

The purpose of the Comprehensive School Safety Initiative is to learn more about how personnel, programs, and activities contribute to school safety. This initiative involves several component parts, including providing local schools with personnel or safety equipment to enhance safety and perceptions of safety; bringing together researchers and practitioners to better understand the predictors of and best responses to school violence; assessing technologies and strategies for increasing school safety without creating adverse unintended consequences; enhancing national school safety data collection mechanisms; and implementing research programs in local schools to test various approaches to enhancing school safety.

RATIONALE:

The Grant will provide funding for school-safety-focused personnel, programs, activities, and evaluations. The District would be expected to enter into an agreement with a highly qualified research partner to engage in independent research and evaluation activities to examine the effectiveness, sustainability, unintended consequences, and cost/benefit of our requested school safety interventions.

Applicants and their research partners have considerable discretion in determining the kinds of research and safety initiatives to test based on the most meaningful initiatives in our District, however, NIJ is particularly interested in the impact on school safety of mental health services, the use of school resource officers, and school climate and culture programs. In terms of school safety specifically, the District and researcher will determine the appropriate outcomes for our particular study. The outcomes may range from a reduction of more common occurrences (such as bullying, fighting, and aggressive behavior) to reduction or elimination of more serious and less frequent incidents (such as assault and violent crime).

FUNDING:

No District match required.

RECOMMENDATION:

Approve the submission of the Developing Knowledge About What Works to Make Schools Safe grant application for 2014.

SP:mm

GRANT SUMMARY

Title:	Developing Knowledge About What Works to Make Schools Safe
Funding Source:	The U.S. Department of Justice (DOJ)
Due Date	July 10, 2014
Contact Person:	Camille Boden, Executive Director, Risk Management
Amount/Duration:	36 months/ \$5,000,000
Target Population (e.g. Grade Level/s):	Districtwide
Budget Impact:	No Matching Funds are Required
Indirect Rate:	Allowed
Personnel Impact:	Possible funding of School Resource Officers and Mental Health Clinicians
Survey Questions:	Not Applicable
Grant Program Description	
<p>This grant, if funded, will be used to learn more about how personnel, programs, and activities contribute to school safety.</p> <p>This grant involves several component parts, including providing local schools with personnel or equipment to enhance safety and perceptions of safety; bringing together researchers and practitioners to better understand the predictors of and best responses to school violence; assessing technologies and strategies for increasing school safety without creating adverse unintended consequences; enhancing national school safety data collection mechanisms; and implementing research programs in local schools to test various approaches to enhancing school safety.</p>	
Goals/Objectives:	<ol style="list-style-type: none"> 1. To improve the knowledge and understanding of specific activities that can improve school safety in a sustainable and cost-effective manner without creating adverse unintended consequences. This knowledge will be used by NIJ for the development of a comprehensive school safety model. 2. To determine the effect of personnel, programs, and activities on school safety as determined through high-quality, broad-based research projects that facilitate advances, in basic scientific knowledge and methods as they relate to comprehensive school safety issues and programs.
Activities:	The grant will provide school-safety-focused personnel, programs, activities, and evaluations. The District would be expected to enter into an agreement with a highly qualified research partner to engage in independent research and evaluation activities to examine the effectiveness, sustainability, unintended consequences, and cost/benefit of our requested school safety interventions.

AGENDA ITEM BACKUP SHEET
June 10, 2014

Board Meeting

TITLE: Authorization to Renew Contracts Awarded through Request for Proposals or Bid for 2014-15 Fiscal Year

ITEM: Action

SUBMITTED BY: Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations, CBO
Joe Dixon, Assistant Superintendent, Facilities and Governmental Relations

PREPARED BY: Jonathan Geiszler, Director, Purchasing and Stores
Todd Butcher, Director, Construction

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to renew contracts awarded through bids or Request for Proposals, for 2014-15 fiscal year.

RATIONALE:

The Board has authorized the award of contracts through the bidding and Request for Proposals process over the last several years. The attached document lists the contract items or services that may be purchased during the 2014-15 fiscal year for new or replacement District needs, to replenish warehouse stock and for facilities maintenance and services.

This renewal authorization permits staff to utilize the pricing for the fiscal year beginning July 1, 2014 through June 30, 2015 for previously awarded bids and contracts. Vendor selection was in compliance with Board Policies.

FUNDING:

Various Budgeted Funds As Requested

RECOMMENDATION:

Authorize staff to renew contracts awarded through Bids or Request for Proposals for 2014-15 fiscal year for the term of the original contracts.

Bid, RFP or Contract Number	Start of Contract	End of Contract	Description	Company	Maximum Annual Amount	Re-Bid Planned In 2014-2015
Warehouse Supplies						
Bid #01-14	Jan-14	Jan-17	Custodial Supplies	Graybar, Gorm, Unisan, Gale Supply, Waxie, Champion Chemical, Grainger, Continental Chemical, P&R Paper, Unisource, Office Depot, Walters Wholesale Electric	\$300,000	NO
Electronics and Computers						
Bid #12-10	Jun-10	Jun-15	Computer Systems Districtwide	Arey Jones Educational Solutions Inc.	\$3,000,000	YES
Bid # 22-11	Mar-11	Mar-16	Education Data Warehouse Maintenance and Support	eSchollar, LLC.	\$80,000	NO
Bid # 23-12	Jun-12	Jun-15	Audio Visual Supplies	Golden Star Technology, Creekbred Technology, CDW Government, Intelli-Tech, Arey Jones, NWN Corp, VSA Inc, IVS Computer Technology, Troxell Communications, Daisy I.T.	\$3,000,000	YES
Western States Contracting Alliance Agreements (WSCA)						
WSCA Addendum B27160	Oct-09	Sep-14	Dell Computers and Servers	Dell Marketing, L.P.	N/A	N/A
WSCA Addendum 7-12-70-31	Apr-13	Sep-14	Managed Print Services	Xerox Corporation	N/A	N/A
WSCA Addendum 7-11-51-02	Feb-14	Feb-17	Facilities Maintenance Supplies	W.W. Grainger, Inc.	N/A	N/A
California Multiple Award Schedule Agreements (CMAS)						
CMAS Contract # 3-99-70-0793B	Apr-14	May-19	Computer Hardware and IT Supplies	CDW Government	N/A	N/A
CMAS Contract # 3-01-36-0030A	Dec-09	Dec-16	Publications Leases	Xerox Corporation	N/A	N/A
Piggyback Contracts						
RFP # 059-12M.1	Dec-11	Dec-14	Microsoft Software Licensing	Software House International	\$150,000	N/A
GD-13-0006-64	Sep-12	Oct-15	Janitorial Supplies	Waxie Sanitary Supplies	N/A	N/A

Bid, RFP or Contract Number	Start of Contract	End of Contract	Description	Company	Maximum Annual Amount	Re-Bid Planned In 2014-2015
BID # 12/13-1377	Jul-13	Jun-16	Dairy And Juice	Driftwood Dairy	N/A	N/A
Transportation						
Bid #15-10	Jun-10	Jun-15	NJROTC Transportation	JKF Transportation	\$115,000	YES
Bid #18-12	Jul-12	Jun-17	Student Transportation	Durhan, Certified, JFK, American Logistics	\$14,000,000	NO
Leases						
Bid # 02-13	May-13	May-18	60 Month Lease of copiers	Xerox Corporation	\$1,000,000	NO
Facilities/Building Services						
Bid #13-10	Jun-10	Jun-15	Elevator Repairs and Inspection	Vertical Transport Elevator Service	\$150,000	NO
Bid # 17-10	Jul-11	Jul-15	Painting Services	J.L. Cobb	\$250,000	NO
Bid #38-11	Jun-11	Jun-15	Asphalt Paving and Concrete	Ben's Asphalt	\$250,000	NO
Bid #39-11	Jun-11	Jun-15	Plumbing Services	Verne's Plumbing	\$250,000	NO
Bid #41-11	Jun-11	Jun-15	General Construction Services	T.J. Janca Construction	\$500,000	NO
Bid # 02-12	Oct-11	Oct-15	Trash and recycling Services	Ware Disposal	\$600,000	NO
BID #07-13	Feb-13	Feb-16	Shade Structures	US Shade & Fabric Structures, Inc.	\$300,000	NO
Nutrition Services						
BID#11-13	Jul-13	Jun-16	Bread Products	Gold Star Foods, Inc.	\$500,000	NO

AGENDA ITEM BACKUP SHEET
June 10, 2014

Board Meeting

TITLE: **Authorization to Renew Annual Listing of Agreements/Contracts with Santa Ana Unified School District and Various Consultants Submitted for 2014-15 Fiscal Year**

ITEM: **Action**
SUBMITTED BY: **Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations, CBO**
PREPARED BY: **Jonathan Geiszler, Director, Purchasing and Stores**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to renew the annual listing of agreements/contracts with Santa Ana Unified School District and various consultants submitted for the 2014-15 fiscal year.

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:

Authorize staff to renew the annual listing of agreements/contracts with the Santa Ana Unified School District and various consultants for the 2014-15 fiscal year.

2014-15 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES

Submitting Division: Educational Services

June 10, 2014

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED	REQ. NO.
1.	University of California, Irvine Math Project	Educational Services K-12: Will provide professional development for teachers involved in Common Core Math, review units of study, and provide classroom coaching.	July 1, 2014 through June 30, 2015	X	S.D. Bechtel Grant	\$74,520.00	162321
2.	ThomasKelly Software Associates (TKSA)	Educational Services K-12: Will provide a web based after school attendance reporting system software service to the District for Summer Enrichment Program and Extended Learning Opportunities.	July 1, 2014 through June 30, 2015	X	Title I Set Aside CORE	\$13,500.00	162323
3.	Document Tracking Services, LLC	Research and Evaluation: Will provide services to assist the District in preparing the School Accountability Report Cards (SARC) via a web-based application that will customize and populate online templates to produce school and District reports to comply with State and Federal regulations.	July 1, 2014 through June 30, 2015	X	General Fund	\$22,445.00	162080
4.	Orange County Department of Education (OCDE) Consultant – Chris Corliss	Special Projects: Will provide teacher support and professional development services during the school year, which will include meetings, presentations, training sessions, research, and writing services.	July 1, 2014 through June 30, 2015	X	General Fund	\$10,000.00	162422

2014-15 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES

Submitting Division: Educational Services

June 10, 2014

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NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED	REQ. NO.
5.	Novarum, Inc.	Technology Innovations Services: Will provide wireless optimization services at two school sites to improve 1:1 student learning. Consultant will deliver specifications to improve wireless network performance at other sites.	July 1, 2014 through December 31, 2014		General Fund	\$40,000.00	161917
6.	Eagle Software	Technology Innovations Services: Will provide professional services and support for AERIES Student Information System training to staff and direct training in subject areas, such as Master Schedule, that require a high level of expertise and experience, on an "as needed" basis.	July 1, 2014 through June 30, 2015	X	General Fund	\$16,000.00	161842
7.	California School Management Group, Inc.	Technology Innovations Services: Will provide professional services for E-Rate projects, to deliver end-to-end solutions, to ensure FCC compliance and maximum funding for the District's E-Rate program; as well as preparation of all FCC documentation, main point of contact, prepare and present applicable audit documentation, and advise on any FCC appeals, on an "as needed" basis.	July 1, 2014 through June 30, 2015	X	General Fund	\$85,000.00	161841

2014-15 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES

Submitting Division: Educational Services

June 10, 2014

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NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED	REQ. NO.
8.	DT-Comp, Inc.	Technology Innovations Services: Will provide professional services to support and maintain mission critical applications, including Active Directory/Exchange E-mail server, SIS SQL servers, Hyper-V Network Virtualization, security, network analysis, disaster recovery, and forensic discovery, etc., on an "as needed" basis at a rate of \$145 per hour.	July 1, 2014 through June 30, 2015	X	General Fund	\$100,000.00	161857
9.	Education Pioneers	Technology Innovations Services: Will continue to provide Analyst Fellows with strong analytical, project management, and communication skills for the application of analytics in an educational environment. Up to five Analyst Fellows. Note: District payment to be made directly to the Analyst Fellow shall be pursuant to a separately negotiated Professional Services Agreement with Analyst Fellows.	July 1, 2014 through June 30, 2015	X	General Fund	\$76,500.00	161909
10.	iFusion Solution, Inc.	Technology Innovations Services: Will provide services for enhancement of Business systems process and procedures related to Business operations to include accounting, purchasing, budgeting, and assets.	July 1, 2014 through June 30, 2015	X	General Fund	\$100,000.00	161860

2014-15 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES

Submitting Division: Educational Services

June 10, 2014

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NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED	REQ. NO.
11.	Gray Miller Persh LLP (Former name: Dow Lohnes PLLC)	Technology Innovations Services: Will provide services on Education Broadband Services regulatory and lease matters. Gray Miller Persh, LLP (former name as Dow Lohnes PLLC) has a long standing relationship with the District working in this area.	July 1, 2014 through June 30, 2015	X	General Fund	\$2,500.00	161878

2014-15 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES

Submitting Division: Business Services

June 10, 2014

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED	REQ. NO.
12.	Capitol Advisors Group, LLC	Business Operations: Will represent District on budget issues before legislative action is taken on an "as needed" basis.	July 1, 2014 through June 30, 2015	X	General Fund	\$26,000.00	161715
13.	Government Financial Strategies, Inc.	Business Operations: Will provide financial advice and reports on District cash flow and/or debt financing related to G.O. Bonds, COPs, QZABs etc., on an "as needed" basis.	July 1, 2014 through June 30, 2015	X	General Fund	\$25,000.00	161686
14.	Joseph W. Rombold dba Codechek	Business Operations: Will provide assistance with statutory compliance related to the mandate reimbursement process and mandate block grant.	July 1, 2014 through June 30, 2015	X	General Fund	\$30,000.00	161863
15.	Zarca Interactive, Inc. dba K12 Insight	Business Operations: Will provide Local Control Accountability Plan support for community and parents surveys as well as ongoing communication tool between the community and the District with a web-based reporting dashboard.	July 1, 2014 through June 30, 2015	X	General Fund	\$83,700.00	161753
16.	Laurel Adler	Business Operations: Will provide services to review and analyze charter petitions against the specific related sections of the California Charter Law Requirements. Consultant will continue on an "as needed" basis.	July 1, 2014 through June 30, 2015	X	General Fund	\$18,000.00	161722

2014-15 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES

Submitting Division: Business Services

June 10, 2014

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NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED	REQ. NO.
17.	McKenna Long & Aldridge, LLP	Business Operations: Will provide representation of Santa Ana Unified School District in connection with Chapter 7 Bankruptcy proceeding of Kirk Montgomery (KM Benefits).	July 1, 2014 through June 30, 2015	X	General Fund	\$75,000.00	161688
18.	School Services of California	Business Operations: Will provide professional services and advise in the area of Business Services.	July 1, 2014 through June 30, 2015	X	General Fund	\$15,000.00	161726
19.	Strategic Education Services	Business Operations: Will represent District on budget issues before legislative action is taken on an "as needed" basis.	July 1, 2014 through June 30, 2015	X	General Fund	\$36,000.00	161714
20.	Vavrinek, Trine, Day & Co., LLP	Business Operations: Will provide auditing services and prepare tax returns for the Santa Ana Unified School District Public Facilities Corporation.	July 1, 2014 through June 30, 2015	X	General Fund	\$81,000.00	161691
21.	WestEd	Business Operations: Will facilitate implementation of the Local Control Accountability Plan (LCAP) and the Local Control Funding Formula (LCFF).	July 1, 2014 through June 30, 2015	X	General Fund	\$15,000.00	161748

2014-15 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES

Submitting Division: Business Services

June 10, 2014

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NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED	REQ. NO.
22.	Cornerstone Communications	Communications Office: Will provide services for crisis communication, media relations, and communication projects on an "as needed" basis.	July 1, 2014 through June 30, 2015	X	General Fund	\$10,000.00	161897
23.	Alliant Insurance Services	Insurance Benefits: To provide services related to the District Health Benefits and guidance on Health Care Reform as it relates to medical and dental plan.	July 1, 2014 through December 30, 2014	X	General Fund	\$193,000.00	162164
24.	Barney & Barney	Insurance Benefits: Will provide Health Benefits services for the Santa Ana Educators Association (SAEA) and California School Employees Association (CSEA).	July 1, 2014 through June 30, 2015	X	General Fund	\$55,000.00	162162
25.	Ken Porter Auctions	Purchasing: Will provide on-line and live auction services assisting in the sale of District surplus equipment and supplies.	July 1, 2014 through June 30, 2015	X	N/A	Commission Base of 5% to 25% of items sale value	N/A
26.	R&D Transportation Services, Inc.	Purchasing: Will provide transportation, planning, and routing and scheduling, service reporting and call center services for student home to school transportation.	July 1, 2014 through June 30, 2015	X	General Fund	\$235,000.00	144848

2014-15 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES

Submitting Division: Business Services

June 10, 2014

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NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED	REQ. NO.
27.	AON Global Risk Consulting	Risk Management: Will provide actuarial study of Workers' Compensation Program as of June 30, 2014.	July 1, 2014 through June 30, 2015	X	Self-Insurance Fund	\$5,000.00	162166
28.	Attar and Jamoo, Attorneys at Law	Risk Management: Consultant will provide legal services related to Workers' Compensation Claims; Dependent on Workers' Compensation Claims; \$75-\$115 per hour.	July 1, 2014 through June 30, 2015	X	Self-Insurance Fund	\$350,000.00	Paid off of WC claim file
29.	Dr. Greg Sancier	Risk Management: Will provide Crisis Intervention Team/Mental Health training to Police Officers, First Responders and staff to include stress management strategies and conflict resolution and mediation.	July 1, 2014 through June 30, 2015	X	Self-Insurance Fund	\$20,000.00	162163
30.	Global Community College, Inc.	Risk Management: Will conduct Emergency Operations training and Incident Command Training for District staff; assist in development of school site Emergency Operations Plans; review District drills and conduct school site audits as necessary for 2014-15. Develop and Implement a TEEN Cert Program.	July 1, 2014 through June 30, 2015	X	Self-Insurance Fund	\$10,000.00	162167
31.	Dr. Manny Tau/Baron Center	Risk Management: Will provide services related to workplace violence and threat management and training to include skill development, behavioral interventions, and threat assessments.	July 1, 2014 through June 30, 2015	X	Self-Insurance Fund	\$35,000.00	162169

2014-15 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES

Submitting Division: Business Services

June 10, 2014

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NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED	REQ. NO.
32.	Total Compensation Systems, Inc.	Risk Management: Will provide GASB 45 Actuarial Study of Post-Employment Benefits as of June 30, 2014.	July 1, 2014 through June 30, 2015	X	General Fund	\$8,500.00	154192
33.	Vision Star Media	Risk Management: Will produce a series of emergency response training and operational videos highlighting specific District protocols for active shooter - run, hide, fight-scenarios.	July 1, 2014 through June 30, 2015	X	Self-Insurance Fund	\$160,000.00	162172
34.	York Insurance Services Group	Risk Management: Will provide the following insurance services: Utilization Review, Bill Review and Medical Provider Network Services related to Workers' Compensation Claims; Dependent on Workers' Compensation Claims.	July 1, 2014 through June 30, 2015	X	Self-Insurance Fund	\$400,000.00	Paid off of WC claim file
35.	Richard D. Jones a Professional Law Corporation dba Jones & Mayer	School Police: Will provide legal counsel for disciplinary matters involving School Police Officers.	July 1, 2014 through June 30, 2015	X	General Fund	\$5,000.00	162124
36.	Eric Wayne Gruver, Ph.D.	School Police: Will conduct pre-employment psychological evaluations for School Police Department staff.	July 1, 2014 through June 30, 2015	X	General Fund	\$5,000.00	162123

2014-15 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES

Submitting Division: Business Services

June 10, 2014

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NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED	REQ. NO.
37.	RCS Investigations & Consulting, LLC	School Police: Will conduct pre-employment background investigations for School Police Department staff.	July 1, 2014 through June 30, 2015	X	General Fund	\$8,000.00	162118
38.	Lexipol, LLC	School Police: Will provide services and updates for development of procedures manual for SAUSD School Police Services.	July 1, 2014 through June 30, 2015	X	General Fund	\$4,450.00	162139

2014-15 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES
Submitting Division: Facilities and Governmental Relations
June 10, 2014

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED	REQ. NO.
39.	American Mechanical Plumbing Engineers (AMPE)	Will provide mechanical and plumbing engineering services.	July 1, 2014 through June 30, 2015	X	Various Funds: 1, 24, 25, 26, 27, 28, 29, 35, 40, 49	\$10,000.00	162423
40.	Associated Soils Engineering	Will provide soil testing, in-plant welding, masonry testing, and inspection services.	July 1, 2014 through June 30, 2015	X	Various Funds: 24, 25, 26, 27, 28, 29, 35, 40, 49	\$100,000.00	162424
41.	Bainbridge Environmental Consultants	Will provide lead, asbestos, mold/microbial remediation, monitoring, air quality control, clearance and reporting on an "as needed" basis.	July 1, 2014 through June 30, 2015	X	Various Funds: 01, 14, 24, 25, 26, 27, 28, 29, 35, 40, 49	\$90,000.00	162425
42.	CS & Associates, Inc.	Will provide services to successfully implement and operate a Labor Compliance Program (LCP) and update the LCP based on new regulations from the California Code of Regulations on an "as needed" basis.	July 1, 2014 through June 30, 2015	X	Various Funds: 24, 25, 26, 27, 28, 29, 35, 40, 49	\$35,000.00	162426
43.	Colbi Technologies	Will provide financial software support to the Facilities Accounting Program.	July 1, 2014 through June 30, 2015	X	Various Funds: 24, 25, 26, 27, 28, 29, 35, 40, 49	\$10,000.00	162427

2014-15 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES
Submitting Division: Facilities and Governmental Relations
June 10, 2014
Page 2

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED	REQ. NO.
44.	Dolinka Group, Inc.	Will provide Community Facilities District, Redevelopment and Developer Fee Justification Services.	July 1, 2014 through June 30, 2015	X	Various Funds: 1, 24, 25, 26, 27, 28, 29, 35, 40, 49	\$100,000.00	162428
45.	Environmental Network, Corp. dba Encorp	Will provide hazardous material assessment and testing on an "as needed" basis.	July 1, 2014 through June 30, 2015	X	Various Funds: 1, 24, 25, 26, 27, 28, 29, 35, 40, 49	\$100,000.00	162429
46.	Hancock, Park, DeLong, Inc.	Will provide school advisory services on an "as needed" basis.	July 1, 2014 through June 30, 2015	X	Various Funds: 24, 25, 26, 27, 28, 29, 35, 40, 49	\$10,000.00	162430
47.	Murdoch, Walrath & Holmes	Will represent the District in negotiations with developers, establish opportunities to fund, acquire, and improve properties, and enter into joint use/education partnerships.	July 1, 2014 through June 30, 2015	X	Various Funds: 1, 25, 40, 49	\$100,000.00	162431
48.	Ninyo & Moore	Will provide soil testing, in-plant welding, masonry testing, and inspection services.	July 1, 2014 through June 30, 2015	X	Various Funds: 24, 25, 26, 27, 28, 29, 35, 40, 49	\$100,000.00	162433

2014-15 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES

Submitting Division: Facilities and Governmental Relations

June 10, 2014

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NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED	REQ. NO.
49.	Orbach, Huff, Suarez & Henderson	Will provide legal services (Bid documents, protest, appeals, contracts, Public Contract Code compliance) on an "as needed" basis.	July 1, 2014 through June 30, 2015	X	Various Funds: 01, 14, 24, 25, 26, 27, 28, 29, 35, 40, 49	\$100,000.00	162434
50.	Placeworks, Inc.	Will provide services in the planning and implementation of corrective measures and CEQA services.	July 1, 2014 through June 30, 2015	X	Various Funds: 1, 24, 25, 26, 27, 28, 29, 35, 40, 49	\$25,000.00	162435
51.	Preferred Aerial & Crane Technology, Inc.	Will provide on-site annual safety procedure training for electricians and maintenance employees.	July 1, 2014 through June 30, 2015	X	Fund: 1	\$1,000.00	162436
52.	Priest Construction Services, Inc.	Will provide Division of State Architect (DSA) – Inspector of Record services on as "as needed" basis.	July 1, 2014 through June 30, 2015	X	Various Funds: 24, 25, 26, 27, 28, 29, 35, 40, 49	\$250,000.00	162437
53.	Progressive Synergy, Inc. (P.S.I.)	Will provide professional services for assistance in developing a Local Control and Accountability Plan (LCAP) for Bridging Healthy Communities.	July 1, 2014 through June 30, 2015	X	Various Funds: 1, 24, 25, 26, 27, 28, 29, 35, 40, 49	\$55,000.00	162438
54.	Rayburn Corporation	Will provide standardizing district systems, Voice over Internet Protocol project support, E-Rate reimbursement funding, School Facility Program support, technical training of staff, and related support.	July 1, 2014 through June 30, 2015	X	Various Funds: 01, 14, 24, 25, 26, 27, 28, 29, 35, 40, 49	\$85,000.00	162439

2014-15 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES
Submitting Division: Facilities and Governmental Relations
June 10, 2014
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NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED	REQ. NO.
55.	Restoration Management	Will provide hazardous material assessment and testing on an "as needed" basis.	July 1, 2014 through June 30, 2015	X	Various Funds: 24, 25, 26, 27, 28, 29, 35, 40, 49	\$25,000.00	162440
56.	Sandy Pringle Associates, Inspection Consultants, Inc.	Will provide Division of State Architect (DSA) – Inspector of Record services.	July 1, 2014 through June 30, 2015	X	Various Funds: 24, 25, 26, 27, 28, 29, 35, 40, 49	\$250,000.00	162441
57.	Twining Laboratories	Will provide lead, asbestos, mold/microbial remediation, monitoring, air quality control, clearance and reporting on an "as needed" basis.	July 1, 2014 through June 30, 2015	X	Various Funds: 24, 25, 26, 27, 28, 29, 35, 40, 49	\$100,000.00	162442
58.	Vavrinek, Trine, Day & Co., LLP (VTD)	Will provide fiscal management assistance on an "as needed" basis.	July 1, 2014 through June 30, 2015	X	Various Funds: 1, 24, 25, 26, 27, 28, 29, 35, 40, 49	\$25,000.00	162443

2014-15 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES
Submitting Division: Support Services
June 10, 2014

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED	REQ. NO.
59.	Barbara Penwarden dba Braille to Go	Will provide Braille transcription for special education.	July 1, 2014 through June 30, 2015	X	Special Ed.	\$7,000.00	162674
60.	Randolph P. Jones, M.D. dba John G. Alevizos, D.O. Inc.	Will provide written individual prescriptions for physical and occupational therapy as well as written approval of District speech protocol for speech therapy.	July 1, 2014 through June 30, 2015	X	Medi-Cal Funding	\$30,000.00	162675
61.	San Joaquin County Office of Education	Annual fee for the use of the Special Education Information System (SEIS) and Desired Results Development Profile (DRDP) feature including Annual Maintenance Integration Services and Programming fees for OC-State forms.	July 1, 2014 through June 30, 2015	X	Special Ed.	\$41,753.00	162679
62.	C.J.T. Enterprises	Will provide specialized equipment/technology for students with severe disabilities.	July 1, 2014 through June 30, 2015	X	Special Ed.	\$4,600.00	162681
63.	Goodwill Industries of OC dba ATEC	Will provide evaluations, training, and trial use of new equipment for special education students.	July 1, 2014 through June 30, 2015	X	Special Ed.	\$5,000.00	162684

2014-15 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES

Submitting Division: Support Services

June 10, 2014

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NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED	REQ. NO.
64.	Gail Nugent	Will provide facilitation of special education parent meetings and other staff meetings as appropriate, toward timely resolution of issues.	July 1, 2014 through June 30, 2015	X	Mental Health Special Ed. ADR	\$20,000.00	162686
65.	John (Jack) Lucas	Will review and analyze the reporting of special education revenue and expenditures.	July 1, 2014 through June 30, 2015	X	Special Ed.	\$4,600.00	162688
66.	S. Daniel Harbottle dba Harbottle Law Group	Will provide legal counsel for the Special Education Department.	July 1, 2014 through June 30, 2015	X	Special Ed.	\$75,000.00	162699
67.	Sheila Doctors dba MSD Professional Consultants, Inc.	Will provide support for the District for students who are deaf and hard of hearing including communication methodologies, interpreting, transcription services, and placement options.	July 1, 2014 through June 30, 2015	X	Special Ed.	\$34,000.00	162702
68.	Maria Lyn Kulik Abramsom dba Hear Now	Will provide an Independent Educational Evaluation to a special education student per the student's Individualized Education Program.	July 1, 2014 through June 30, 2015	X	Special Ed.	\$1,500.00	162703
69.	Leigh Perales	Will provide behavioral health support for students to develop and use appropriate behavioral interaction in the classroom and in other school environments.	July 1, 2014 through June 30, 2015	X	Mental Health Special Ed.	\$20,000.00	162704

2014-15 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES

Submitting Division: Support Services

June 10, 2014

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NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED	REQ. NO.
70.	Lisa Schooler	Will provide mental health counseling for students.	July 1, 2014 through June 30, 2015	X	Mental Health Special Ed.	\$38,436.00	162705
71.	Katie Rivkind	Will provide mental health counseling for students.	July 1, 2014 through June 30, 2015	X	Mental Health Special Ed.	\$46,860.00	162706
72.	Paul Arata	Will provide mental health counseling for students.	July 1, 2014 through June 30, 2015	X	Mental Health Special Ed.	\$79,692.00	162707
73.	Tammy Shelton	Will provide mental health counseling for students.	July 1, 2014 through June 30, 2015	X	Mental Health Special Ed.	\$79,692.00	162708
74.	Charles Spicer	Will provide mental health counseling for students.	July 1, 2014 through June 30, 2015	X	Mental Health Special Ed.	\$79,692.00	162709
75.	Michelle Roth	Will provide mental health counseling for students.	July 1, 2014 through June 30, 2015	X	Mental Health Special Ed.	\$38,436.00	162710

2014-15 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES

Submitting Division: Support Services

June 10, 2014

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NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED	REQ. NO.
76.	Joseph Cavins	Will provide mental health counseling for students.	July 1, 2014 through June 30, 2015	X	Mental Health Special Ed.	\$79,692.00	162711
77.	Tara Sibert	Will provide mental health counseling for students.	July 1, 2014 through June 30, 2015	X	Mental Health Special Ed.	\$38,436.00	162713
78.	Kim Duong	Will provide mental health counseling for students.	July 1, 2014 through June 30, 2015	X	Mental Health Special Ed.	\$42,540.00	162719
79.	Rodolfo Gomez	Will provide mental health counseling for students.	July 1, 2014 through June 30, 2015	X	Mental Health Special Ed.	\$56,904.00	162720
80.	Ruth Lynch	Will provide mental health counseling for students.	July 1, 2014 through June 30, 2015	X	Mental Health Special Ed.	\$49,248.00	162721
81.	Frank Miscione	Will provide mental health counseling for students.	July 1, 2014 through June 30, 2015	X	Mental Health Special Ed.	\$42,540.00	162723

2014-15 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES

Submitting Division: Support Services

June 10, 2014

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NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED	REQ. NO.
82.	Christina Zandi	Will provide mental health counseling for students.	July 1, 2014 through June 30, 2015	X	Mental Health Special Ed.	\$50,748.00	162724
83.	Debra Solseng	Will provide mental health counseling for students.	July 1, 2014 through June 30, 2015	X	Mental Health Special Ed.	\$42,540.00	162726
84.	Linda Robertson	Will provide mental health counseling for students.	July 1, 2014 through June 30, 2015	X	Mental Health Special Ed.	\$38,436.00	162727
85.	Lisa Hartman	Will provide mental health counseling for students.	July 1, 2014 through June 30, 2015	X	Mental Health Special Ed.	\$30,780.00	162728
86.	Melody Foxx	Will provide mental health counseling for students.	July 1, 2014 through June 30, 2015	X	Mental Health Special Ed.	\$50,748.00	162729
87.	Rebeca Juarez	Will provide mental health counseling for students.	July 1, 2014 through June 30, 2015	X	Mental Health Special Ed.	\$79,692.00	162730

2014-15 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES

Submitting Division: Support Services

June 10, 2014

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NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED	REQ. NO.
88.	James Loesch	Will provide mental health counseling for students.	July 1, 2014 through June 30, 2015	X	Mental Health Special Ed.	\$79,692.00	162731
89.	Maxine Langdon	Will provide mental health counseling for students.	July 1, 2014 through June 30, 2015	X	Mental Health Special Ed.	\$79,692.00	162732
90.	Steven Moody	Will provide mental health counseling for students.	July 1, 2014 through June 30, 2015	X	Mental Health Special Ed.	\$38,436.00	162733
91.	Beth Moore	Will provide Vision Evaluation or Assessment and/or Vision Itinerant Services as a credentialed teacher of the visually impaired for students.	July 1, 2014 through June 30, 2015	X	Special Ed.	\$22,400.00	162734
92.	Janice Casteel	Will provide Independent Educational Evaluations for special education students.	July 1, 2014 through June 30, 2015	X	Special Ed.	\$12,000.00	162736

2014-15 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES

Submitting Division: Support Services

June 10, 2014

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NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED	REQ. NO.
93.	Robert Patterson	Will provide independent educational evaluations required to address special education due process differences in opinion and assist with staff, parents, and Individualized Education Programs and IEP's in regard to due process hearings and declarations.	July 1, 2014 through June 30, 2015	X	Special Ed.	\$15,000.00	162737
94.	Paul Alan Dores	Will provide psycho-educational Independent Educational Evaluations to special education student.	July 1, 2014 through June 30, 2015	X	Special Ed.	\$4,600.00	162739
95.	Southern California College of Optometry	Will provide a vision assessment and therapy for special education students.	July 1, 2014 through June 30, 2015	X	Special Ed.	\$6,000.00	162740
96.	Turning Point Center for Families	Will provide counseling and therapeutic services for students in need of mental health support.	July 1, 2014 through June 30, 2015	X	Medi-Cal	\$35,000.00	162738
97.	Walter Ernsdorf	Will provide training and consultation for staff within the programs for students with emotional disturbance.	July 1, 2014 through June 30, 2015	X	Mental Health Special Ed.	\$15,000.00	162741

2014-15 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES

Submitting Division: Support Services

June 10, 2014

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NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED	REQ. NO.
98.	West Shield Adolescent Services	Will provide transportation services for special education students to Residential Treatment Centers.	July 1, 2014 through June 30, 2015	X	Special Ed.	\$10,000.00	162744
99.	Michael A. Perry	Will provide staff with training in de-escalating aggressive behavior and bullying and violence/trauma prevention/intervention.	July 1, 2014 through June 30, 2015	X	Mental Health Special Ed.	\$20,000.00	162742
100	Maxim Healthcare Services (Non-medical)	Will provide respite care to special education students.	July 1, 2014 through June 30, 2015	X	Special Ed.	\$1,500.00	162745
101	Cindy Cottier dba Augmentative Communication Therapies	Will provide an Augmentative Alternative Communication Evaluation/Independent Educational Evaluation for a special education student.	July 1, 2014 through June 30, 2015	X	Special Ed.	\$5,000.00	162746
102	TCG Leadership Development Corporation dba The Cosca Group	Will review special education preschool assessment procedures for quality and compliance.	July 1, 2014 through June 30, 2015	X	Special Ed.	\$10,000.00	162747
103	Kimberley Palmiotto	Will provide a neuro-educational assessment to a special education student.	July 1, 2014 through June 30, 2015	X	Special Ed.	\$3,500.00	162748

2014-15 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES

Submitting Division: Support Services

June 10, 2014

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NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED	REQ. NO.
104	Matthew Williams Enterprises, LLC	Will provide Braille transcription for special education.	July 1, 2014 through June 30, 2015	X	Special Ed.	\$7,000.00	162749
105	Natasha Adamo	Will provide an independent educational evaluation in psychological/educational areas for a special education student.	July 1, 2014 through June 30, 2015	X	Special Ed.	\$4,000.00	162750
106	Scott W. Larson, Ph.D.	Will provide an independent educational evaluation for a special education student.	July 1, 2014 through June 30, 2015	X	Special Ed.	\$3,000.00	162751
107	Stepping Stones Therapy, Inc.	Will provide an independent educational evaluation in the area of speech and language for a special education student.	July 1, 2014 through June 30, 2015	X	Special Ed.	\$3,600.00	162752
108	Orange County Department of Education, PBIS	Will provide continued training in the major District initiative of Positive Behavior and Intervention Supports.	July 1, 2014 through June 30, 2015	X	Mental Health Special Ed.	\$65,813.00	162743
109	Act Home Healthcare	Will provide nursing services to students at no cost to the District.	July 1, 2014 through June 30, 2015	X	N/A	No Cost to the District	N/A

2014-15 ANNUAL LISTING OF CONSULTANTS/CONTRACTED SERVICES

Submitting Division: Support Services

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NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED	REQ. NO.
110	Exceptional Home Healthcare	Will provide nursing services to students at no cost to the District.	July 1, 2014 through June 30, 2015	X	N/A	No Cost to the District	N/A
111	Maxim Healthcare Services, Inc.	Will provide nursing services to students at no cost to the District.	July 1, 2014 through June 30, 2015	X	N/A	No Cost to the District	N/A
112	Premier Healthcare Agency	Will provide nursing services to students at no cost to the District.	July 1, 2014 through June 30, 2015	X	N/A	No Cost to the District	N/A
113	Royal Healthcare Agency	Will provide nursing services to students at no cost to the District.	July 1, 2014 through June 30, 2015	X	N/A	No Cost to the District	N/A
114	Fitness 19 CA 202 LLC	Will provide fitness gym membership accounts and access to facilities to Adult Transition students.	July 1, 2014 through June 30, 2015	X	Special Ed.	\$1,950.00	162753

AGENDA ITEM BACKUP SHEET
June 10, 2014

Board Meeting

TITLE: Authorization to Award Contracts for Year-One Energy Efficient Related Projects at Harvey, Kennedy, and Monte Vista Elementary Schools Utilizing Proposition 39 Funding

ITEM: Action

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

PREPARED BY: Todd Butcher, Director, Construction

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to award contracts for the year-one energy efficient related projects utilizing Proposition 39 funding at Harvey, Kennedy, and Monte Vista elementary schools.

RATIONALE:

At its April 23, 2013 meeting, the Board authorized staff to obtain bids for energy efficient related projects. Legal advertisements of notice calling for bids of Bid Packages 1- HVAC at Harvey, Kennedy, and Monte Vista elementary schools were placed with the *Orange County Register* on May 5 and 12, 2014. On June 2, 2014, bid day, the District received 19 bids. Staff is in agreement that the listed contractors represent the lowest bidders. This bid amount is within budget.

Bid Package	School	Contractor	Bid Amount
1	Harvey Elementary School	United Mechanical Contractors, Inc.	\$548,000
1	Kennedy Elementary School	Pardess Air, Inc.	\$484,000
1	Monte Vista Elementary School	Westland Heating & Air Conditioning, Inc.	\$400,000
	Total		\$1,432,000

FUNDING:

Proposition 39: \$1,432,000

RECOMMENDATION:

Authorize staff to award contracts to United Mechanical Contractors, Inc. for Harvey Bid Package No. 1, Pardess Air, Inc. for Kennedy Bid Package No. 1, and Westland Heating & Air Conditioning, Inc. for Monte Vista Bid Package No. 1 for the year-one energy efficient related projects utilizing Proposition 39 funding for a total of \$1,432,000.

Harvey Elementary School**Bid Package # IHVAC Replacement**

Bidder Name	Total Bid Amount
United Mechanical Contractors, Inc.	\$548,000
NKS Mechanical Contracting, Inc.	\$552,700
Liberty Climate Control, Inc.	\$674,000
AP Construction Group, Inc.	\$691,500
Pardess Air, Inc.	\$702,000
Los Angeles Air Conditioning, Inc.	\$815,165

Kennedy Elementary School**Bid Package # I HVAC Replacement**

Bidder Name	Total Bid Amount
Pardess Air, Inc.	\$484,000
NKS Mechanical Contracting, Inc.	\$495,200
Liberty Climate Control	\$564,000
United Mechanical Contractors, Inc.	\$538,000
Westland Heating & Air Conditioning, Inc.	\$568,000
AP Construction Group, Inc.	\$595,000
Los Angeles Air Conditioning, Inc.	\$606,478

Monte Vista Elementary School**Bid Package # I HVAC Replacement**

Bidder Name	Total Bid Amount
Westland Heating & Air Conditioning, Inc.	\$400,000
AP Construction Group, Inc.	\$467,500
NKS Mechanical Contracting, Inc. (Non-Responsive)	\$457,000
United Mechanical Contractors, Inc.	\$487,000
Los Angeles Air Conditioning, Inc.	\$508,200
Liberty Climate Control, Inc.	\$558,000

AGENDA ITEM BACKUP SHEET
June 10, 2014

Board Meeting

TITLE: Authorization to Award Contract for Bid Package No. 1 Additional Parking Lots and Site Work at Carver and Washington Elementary Schools

ITEM: Action

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

PREPARED BY: Todd Butcher, Director, Construction

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to award a contract for Bid Package No. 1 additional parking lots and site work at Carver and Washington elementary schools.

RATIONALE:

At its May 13, 2014 meeting, the Board authorized staff to obtain bids for Bid Package No. 1 additional parking lots and site work at Carver and Washington elementary schools. Legal advertisement of notice calling for bids was placed in the *Orange County Register* on May 8 and May 15, 2014. Staff contacted ten contractors, of which six picked up plans. On May 28, 2014, bid day, the District received six bids. Green Giant Landscape, Inc. represents the lowest responsive bidder. This bid amount is within budget.

Contractors:	Bid Amounts:
<i>Century Paving, Inc. (Pending Withdrawal)</i>	\$209,950.00
Green Giant Landscape, Inc.	\$274,905.00
Terra Pave, Inc.	\$357,000.00
Ben's Asphalt, Inc.	\$359,224.00
M.S. Construction Management Group	\$394,705.25
Roadway Engineering & Contracting, Inc.	\$438,400.00

FUNDING:

Fund 14 - Deferred Maintenance: \$274,905

RECOMMENDATION:

Authorize staff to award a contract to Green Giant Landscape, Inc. for Bid Package No. 1 additional parking lots and site work at Carver and Washington elementary schools in the amount of \$ 274,905.

AGENDA ITEM BACKUP SHEET
June 10, 2014

Board Meeting

TITLE: Authorization to Award Contract for Bid Package No. 15 Restrooms at 800 Building at Carr Intermediate School Under Modernization Program

ITEM: Action

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

PREPARED BY: Todd Butcher, Director, Construction

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to award a contract for Bid Package No. 15 restrooms at 800 building at Carr Intermediate School under the Modernization Program.

RATIONALE:

At its November 8, 2011 meeting, the Board authorized staff to obtain bids for Bid Package No. 15 restrooms at 800 building at Carr Intermediate School. Legal advertisement of notice calling for bids was placed in the *Orange County Register* on May 5 and May 12, 2014. Staff contacted ten contractors, of which four picked up plans. On June 2, 2014, bid day, the District received two bids. J.L. Cobb Painting represents the lowest responsive bidder. This bid amount is within budget.

Contractors:	Bid Amounts:
J.L. Cobb Painting	\$266,910
Dalke & Sons Construction, Inc.	\$296,480

FUNDING:

State School Facility Program/Measure G: \$266,910

RECOMMENDATION:

Authorize staff to award a contract to J.L. Cobb Painting for Bid Package No. 15 restrooms at 800 building at Carr Intermediate School in the amount of \$ 266,910 under the Modernization Program.

AGENDA ITEM BACKUP SHEET
June 10, 2014

Board Meeting

TITLE: Authorization to Award Contract for Bid Package No. 2 Site Fencing at Lathrop Intermediate School Under Modernization Program

ITEM: Action

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

PREPARED BY: Todd Butcher, Director, Construction

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to award a contract for Bid Package No. 2 site fencing at Lathrop Intermediate School under the Modernization Program.

RATIONALE:

At its November 8, 2011 meeting, the Board authorized staff to obtain bids for Bid Package No. 2 site fencing at Lathrop Intermediate School. Legal advertisement of notice calling for bids was placed in the *Orange County Register* on May 5 and May 12, 2014. Staff contacted five contractors, of which three picked up plans. On June 2, 2014, bid day, the District received two bids. Wolverine Fence Company, Inc. represents the lowest responsive bidder. This bid amount is within budget.

Contractors:	Bid Amounts:
Wolverine Fence Company, Inc.	\$131,000
Econo Fence, Inc.	\$161,170

FUNDING:

State School Facility Program/Measure G: \$131,000

RECOMMENDATION:

Authorize staff to award a contract to Wolverine Fence Company, Inc. for Bid Package No. 2 site fencing at Lathrop Intermediate School in the amount of \$131,000 under the Modernization Program.

05/16/14
Mr. Dixon

S Broadway

McFadden Ave



Proposed
Parking Lot

S Broad

AGENDA ITEM BACK-UP SHEET
June 10, 2014

Board Meeting

TITLE: Authorization to Award Contract to Williams Scotsman, Inc. for Lease of Portable Classrooms and Interim Housing Portables Districtwide

ITEM: Action

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

PREPARED BY: Todd Butcher, Director, Construction

BACKGROUND INFORMATION:

The purpose of this agenda is to seek Board authorization to award a contract to Williams Scotsman, Inc. for the lease of portable classrooms and interim housing portables Districtwide utilizing the Los Alamitos Unified School District contract with Williams Scotsman, Inc. pursuant to piggyback Bid No. 2010-0002. Legal Counsel from the Orange County Department of Education approved the use of this piggyback bid.

RATIONALE:

The Los Alamitos Unified School District awarded a competitively bid contract, Bid No. 2010-0002, to Williams Scotsman, Inc. for the lease of Department of State Architect (DSA) approved relocatable classroom buildings and California Department of Housing (DOH) relocatable buildings. By utilizing the Los Alamitos Unified School District contract awarded to Williams Scotsman, the District will save the cost of competitively bidding the lease of portables required during the District's Measure G and State School Facility Program projects. The District is authorized by Public Contract Code section 20118 to utilize contracts awarded by other school districts. Staff has determined that it is in the District's best interest to lease these portables from Williams Scotsman since these portables meet the District's requirements at very competitive lease rates. The proposal dated December 12, 2010 submitted by Williams Scotsman, Inc. is attached hereto as Exhibit A.

FUNDING:

State School Facility Program/Measure G: See attached rate sheet.

RECOMMENDATION:

Authorize staff to award a contract to Williams Scotsman, Inc. for the lease of portable classrooms and interim housing portables utilizing the Los Alamitos Unified School District contract awarded to Williams Scotsman, Inc. pursuant to piggyback Bid No. 2010-0002, and to authorize the Assistant Superintendent, Facilities and Governmental Relations to execute any required documents.

ATTACHMENT A
LOS ALAMITOS UNIFIED SCHOOL DISTRICT BID NO. 2010-0002

ITEM	DESCRIPTION	24 X 40 DSA	12 X 40 DOH	12 X 60 DOH	12 X 40 TOILET DSA	24 X 60 DOH	36 X 40 DSA	36 X 60 DSA	48 X 40 DSA	48 X 60 DSA
1	Leased Unit Delivery	\$ 1,000.00	\$ 732.00	\$ 732.00	\$ 1,100.00	\$ 1,463.00	\$ 2,400.00	\$ 2,600.00	\$ 3,300.00	\$ 3,500.00
2	Leased Unit Set	\$ 1,800.00	\$ 238.00	\$ 263.00	\$ 2,500.00	\$ 1,800.00	\$ 3,400.00	\$ 4,300.00	\$ 4,650.00	\$ 33,000.00
3	Leased Unit Dismantle	\$ 1,200.00	\$ 238.00	\$ 263.00	\$ 1,100.00	\$ 1,800.00	\$ 3,000.00	\$ 4,000.00	\$ 4,200.00	\$ 33,000.00
4	Leased Unit Return	\$ 900.00	\$ 732.00	\$ 732.00	\$ 1,000.00	\$ 1,463.00	\$ 2,000.00	\$ 2,200.00	\$ 3,060.00	\$ 3,500.00
5	Lease Rate 3 to 6 months (per month)	\$ 750.00	\$ 620.00	\$ 827.00	\$ 1,100.00	\$ 1,100.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 8,000.00
6	Lease Rate 7 to 12 months (per month)	\$ 400.00	\$ 472.00	\$ 630.00	\$ 750.00	\$ 850.00	\$ 1,800.00	\$ 3,800.00	\$ 2,500.00	\$ 5,000.00
7	Lease Rate 13 to 18 months (per month)	\$ 225.00	\$ 413.00	\$ 554.00	\$ 500.00	\$ 750.00	\$ 1,422.00	\$ 2,700.00	\$ 1,900.00	\$ 4,000.00
8	Lease Rate 19 to 24 months (per month)	\$ 225.00	\$ 396.00	\$ 529.00	\$ 500.00	\$ 700.00	\$ 1,185.00	\$ 2,203.00	\$ 1,578.00	\$ 3,000.00
9	Lease Rate 25 to 30 months (per month)	\$ 225.00	\$ 381.00	\$ 509.00	\$ 500.00	\$ 675.00	\$ 1,066.00	\$ 1,980.00	\$ 1,420.00	\$ 2,800.00
10	Lease Rate 31 to 36 months (per month)	\$ 225.00	\$ 342.00	\$ 456.00	\$ 500.00	\$ 625.00	\$ 948.00	\$ 1,760.00	\$ 1,250.00	\$ 2,400.00
11	Over 36 months (per month)	\$ 225.00	\$ 330.00	\$ 441.00	\$ 500.00	\$ 580.00	\$ 853.00	\$ 1,600.00	\$ 1,150.00	\$ 2,200.00
12	Relocate within District	\$ 8,200.00	\$ 2,900.00	\$ 3,000.00	\$ 8,200.00	\$ 6,526.00	\$11,800.00	\$ 13,100.00	\$15,210.00	\$ 56,000.00
13	Building Purchase	\$23,000.00	\$16,000.00	\$20,000.00	\$48,000.00	\$28,000.00	\$62,000.00	\$100,000.00	\$82,000.00	\$120,000.00

AGENDA ITEM BACKUP SHEET

June 10, 2014

Board Meeting

TITLE: **Ratification of Collective Bargaining Agreement with California School Employees Association, Chapter 41 for 2013-16 School Years and Approval of Memorandum of Understanding between Santa Ana Unified School District and California School Employees Association, Chapter 41 Related to Health and Welfare Benefits**

ITEM: **Action**

SUBMITTED BY: **Mark A. McKinney, Associate Superintendent, Human Resources
Stefanie P. Phillips, Ed.D., CBO, Deputy Superintendent, Operations**

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board ratification of the Collective Bargaining Agreement with the California School Employees Association, Chapter 41 for the 2013-16 school years and Memorandum of Understanding (MOU) between the Santa Ana Unified School District (SAUSD) and the California School Employees Association, Chapter 41 (CSEA) related to health and welfare benefits.

Under the provisions of Government Code Section 3457.5, local educational agencies are required to publicly disclose the provisions of all collective bargaining agreement before entering into a written agreement and.

RATIONALE:

Under AB1200, the school district superintendent and chief business official are required to certify that costs incurred under the collective bargaining agreement can be met during the term of the agreement.

The agreement culminates a lengthy process that allowed both parties to address many contractual language concerns as listed in the attached agreement.

FUNDING:

General Fund

RECOMMENDATION:

Ratify the Collective Bargaining Agreement with the California School Employees Association, Chapter 41 for the 2013-16 school years and the Memorandum of Understanding between the Santa Ana Unified School District and the California School Employees Association, Chapter 41 related to health and welfare benefits.

 MAM:SP:nr

Tentative Agreement

between

Santa Ana Unified School District (District)

and

California School Employees Association (CSEA)

and its Chapter #41

The parties agree to the following;

A total compensation package increase of 4% for school year 2013/14; retroactive to January 1, 2014 from the 2012-2013 salary schedules for all bargaining unit members.

A total compensation package increase of 2% for school year 2014/15 effective July 1, 2014 from the 2013-2014 salary schedules for all bargaining unit members.

The parties agree that the Collective bargaining agreement shall be "zipped" to all terms and conditions until July 1, 2015. The parties agree to engage in Health and Welfare, Salary, and 2 additional articles for the 2015-2016 academic year.

Parties agree to the attached MOU with regard to benefits which include;

1. For the 2014-2015 school year, there shall be no change to member contributions under Article XI,
2. No later than October 1, 2014, each party shall present proposals for re-openers on Article IV: Wages and Wage Provisions and Article XI: Benefits for the 2015-2016 school year.

The parties agree to sever the terms of Article 3.7.5.

Speech and Language Pathology Assistants:

All SLPA's shall remain at 9.5 months service year

The affected positions who were initially reduced shall be given an opportunity to perform extra duty assignments during their off months with right of first refusal should they qualify for work that is offered save for when a permanent assigned unit member applies for their same classification work .

Computer Technician:

All Computer Technicians shall remain at 10 months service year

Any extra computer technician work identified by IT Department Management, beyond the normal school year, shall be offered to (Juan Jose Avalos and/or Luis Armando Prado-Ramirez) affected unit members

J. Moon 5/16/14
first.

CSEA

M. A. [Signature] 5/16/14

District

CSEA

AGREEMENT

BETWEEN

CSEA and its SAUSD CHAPTER #41

AND

**Santa Ana Unified School District
May 16, 2014**

RE: Successor Agreement

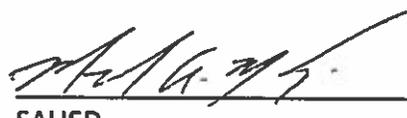
CSEA, its chapter #41 and SAUSD agree to the following:

The following attached packet constitutes the complete understanding/successor agreement between the parties established during the recently concluded negotiations. The articles are as follows;

1. Article 5.12
2. Article 6.5
3. Article 7.3.2.9
4. Article 7.5
5. Article 20

Additionally the parties agreed to the MOU regarding Health and Welfare and Compensation.


CSEA #41 President 5/16/14
Date


SAUSD 5/16/14
Date

LRR

Date

T/A
5/16/14

5/2/14 SAUSD Proposal Language to CSEA (New Language in Bold)

5.12 DISTRICT SAFETY OFFICERS (existing language)

- ~~5.12.1 Unit members in the classification of Campus Security Officer shall have their title changed to District Safety Officer.~~
- ~~5.12.2 Unit members in this classification shall have badges and patches created to reflect the amended job title. The badges and patches shall be created as agreed to by the parties.~~
- 5.12.3 Unit members in this classification shall receive minimum training of twenty-four (24) hours per year to effectuate the professionalism accompanying the position. This training schedule shall include appropriate safe and lawful use of restraint techniques.
- 5.12.4 Unit members in this classification shall work as part of a "District Safety Team" working with the School Police. This District Safety Team shall share resources and combine knowledge and skills to effectively deal with District site problems, crimes, and safety issues.
- 5.12.5 Unit members in the classification shall be subject to evaluations by the Chief of School Police Services (or designee within Police Services Management) with input from the School Principal.
- 5.12.5.1 For the purposes of Article 9, Article 15, and any other article referring to "Immediate Supervisor," the Immediate supervisor for DSOs shall be the Chief of Police or his/her police department designee.
- 5.12.6 The parties shall establish a current and joint operations manual which would include a composite of current policies, procedures, and rules pertaining to the District Safety Officer function. This process shall begin no later than ~~July 1, 1998~~ **June 30, 2014** and shall be reviewed and amended annually. **In addition, those items that are subject to bargaining shall be negotiated.**
- 5.12.7 District Safety Officers will comply with District policy and uniformity at all sites. Each site will be held to the same standards as the other. A professional standard of conduct will also be adhered to.
- 5.12.8 ~~In the event~~ **Currently**, the District requires the wearing of a distinctive uniform by DSOs, the cost of the purchase, lease or rental, dry cleaning, and replacement of such uniforms shall be borne by the District. The uniforms shall remain the property of the District.

~~5.12.8 Uniforms. District Safety Officers shall be in uniform at all times while on duty.~~

~~5.12.8.1 The District shall provide uniforms upon employment and as necessary as garments wear out.~~

~~5.12.8.2 The District shall provide District Safety Officers three (3) pairs of long pants and three (3) long-sleeve and/or short-sleeve shirts or combination thereof. A (chill-chaser) jacket and a bulletproof vest shall be provided upon request. A belt shall be provided to District Safety Officers hired after the ratification of this agreement. Current District Safety Officers will be eligible for replacement belts when their current belts wear out.~~

~~5.12.8.3 District Safety Officers may wear shorts with white uniform socks and appropriate shoes beginning the day after the last day of the traditional school year schedule to the day before the beginning of the next traditional school year.~~

~~5.12.8.3.1 The attire must meet District uniform guidelines, and~~

~~5.12.8.3.2 The DSO shall purchase the uniform shorts, socks, and shoes at his/her own expense.~~

~~5.12.8.4 Changes made in the DSO uniform shall be negotiated with CSEA.~~

~~5.12.9 CSEA and the District agree to meet and negotiate regarding the creation of job descriptions in the Security Job Family that would provide for a career path for District Safety Officers~~

5.12.9 DSOs who successfully complete an accredited Police Academy at their own expense shall be given priority consideration when applying for a School Police Officer vacancy in which they are qualified.

5.12.10 CSEA and the District agree to meet and negotiate regarding the creation of a career ladder for exceptional DSOs to be sent to the Police Academy to fill vacant police officer positions.

~~5.12.10.1 In an attempt to give District Safety Officer's (DSO) the opportunity to apply for School Police Officers (SRO) positions, this agreement will require DSO's who are selected for an SRO position through the District's interview process to successfully complete a trial period of fourteen (14) months for the promotional period (Required by California Commission of Peace Officers Standards and Training). This agreement is effective for the 2009-2010, and 2010-2011 school year and will be reviewed for approval on a yearly basis unless extended by mutual agreement.~~

Memorandum of Understanding

Between

CSEA, Its Chapter 41

And

Santa Ana Unified School District

California School Employees Association (CSEA), its chapter 41, and the Santa Ana Unified School District (District), agree that the terms and conditions of Article 5 Safety Conditions section 5.12.8 are in effect and full force until such time as the section is included 5.12.6 is negotiated and included in the District Safety Officer Manual to be incorporated in the Collective Bargaining Agreement. Specifically;

5.12.8 Uniforms. District Safety Officers shall be in uniform at all times while on duty.

5.12.8.1 The District shall provide uniforms upon employment and as necessary as garments wear out.

5.12.8.2 The District shall provide District Safety Officers three (3) pairs of long pants and three (3) long-sleeve and/or short-sleeve shirts or combination thereof. A (chill-chaser) jacket and a bulletproof vest shall be provided upon request. A belt shall be provided to District Safety Officers hired after the ratification of this agreement. Current District Safety Officers will be eligible for replacement belts when their current belts wear out.

5.12.8.3 District Safety Officers may wear shorts with white uniform socks and appropriate shoes beginning the day after the last day of the traditional school year schedule to the day before the beginning of the next traditional school year.

5.12.8.3.1 The attire must meet District uniform guidelines, and

5.12.8.3.2 The DSO shall purchase the uniform shorts, socks, and shoes at his/her own expense.

5.12.8.4 Changes made in the DSO uniform shall be negotiated with CSEA.

Once the parties agree that the terms above are met, this agreement MOU shall be considered fulfilled and subsequently no longer valid or in force.

 5/16/14

District

 5/16/14

CSEA

CSEA

T/A

6.5 PROMOTIONS

A promotion is an advancement for a CSEA Unit Member from a lower to a higher classification ~~within the job class family as identified in Appendix 4.~~ It shall be the policy and practice of the District to encourage promotion from within for CSEA Unit Members.

6.5.1 All promotional opportunities shall be posted at every site, District Office, and District Website for a minimum of ~~ten (10)~~ seven (7) duty days prior to being filled.

6.5.1.1 All promotional opportunities of greater earnings shall be flown in house first (yellow)

6.5.2 The following procedures shall serve as guidelines for all promotions:

6.5.2.1 Permanent unit members may apply for promotional positions. Probationary unit members may apply as a new hire. ~~Probationary unit members may apply for promotional positions upon successful completion of 5 months in their current probationary position.~~

6.5.2.2 All qualified CSEA Unit Member applicants for the posted promotional positions ~~will~~ shall be interviewed ~~to determine the eligibility list.~~

6.5.2.3 Efforts will be made to interview candidates for the promotional position utilizing similar questions developed from the same guidelines and/or job description.

6.5.2.4 The unit member with the greatest seniority shall be given priority consideration.

6.5.2.5 All unit members not selected for promotion after the final interview may request an interview through Human Resources to discuss improvements that will assist the unit member in future promotions.

6.5.3 The promoted unit member shall serve a trial period of six months in the new position and shall receive a new anniversary date which will become effective upon successful completion of the trial period, the date to be determined in accordance with these provisions.

6.5.3.1 A promoted unit member shall receive a formal written performance appraisal at the end of the third and fifth month of work.

6.5.4 Any unit member who fails to successfully complete the trial period of six (6) months for the promotional period shall be employed in the classification from which he or she was promoted. This may be accomplished as follows:

6.5.4.1 The supervisor of the promoted employee and the employee may agree that the vacated position be filled with a temporary-assigned unit member.

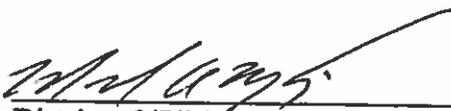
6.5.4.1.1 Every reasonable effort shall be made to temporarily assign a unit member.

6.5.4.1.2 If no unit member is temporarily assigned, a substitute may be assigned during the six- (6) month trial period until the promoted employee gains permanency in the promotional position.

6.5.4.1.3 Should the promoted unit member not pass the trial period, he/she shall then be placed in the position from which he/she came that had been filled by a temporary assignment or a substitute.

6.5.4.2 If the supervisor requests to fill the vacated position with a regular (probationary or permanent) employee, the District shall place the unsuccessful promoted employee in an existing vacancy within the previous classification.

6.5.4.3 If no vacancy exists in the previous classification, the unsuccessful promoted employee may agree to accept a vacant position outside his/ her classification for up to sixty (60) working days while awaiting a vacancy to arise within his/her classification. If the employee does not accept a vacant position outside his/her classification, or if the sixty (60) days has expired, the least senior employee in the classification shall be bumped.


District 3/7/14


CSEA 3/7/14

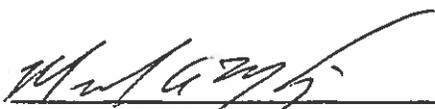
2/7/14 SAUSD Proposal Language to CSEA

(Existing Language)

7.3.2.9 Extended Sick Leave Benefit. If, after accrued sick leave days are exhausted, a unit member is absent because of an accident or illness, the unit member shall be paid for a period of up to 100 days at 50% of his/her regular pay. If a school year terminates prior to the 100th day of absence, and that absence has been continuous and for the same illness or injury, the unit member shall take the balance of the 100 days at the beginning of the subsequent school year. The extended sick leave benefit for that subsequent school year shall be available to that unit member after his/her return to work. Such paid leave shall be exclusive of all paid leaves, vacation, holiday, or compensatory time. The unit member may elect to utilize accrued vacation or compensatory time before the commencement of the extended illness leave at 50% pay.

(Proposed language)

7.3.2.9 Extended Sick Leave Benefit: Pursuant to Education Code Section 45196, Each unit member shall once per year be credited with 100 work days of extended illness and injury leave in addition to regular sick leave provided for in this Agreement. Each day of leave provided under this section shall be compensated at the rate of 50% of the unit member's regular salary, and leave at that rate of compensation shall be available after all full-paid sick leave entitlement has been exhausted. The 100 days of leave shall commence on the first day of leave after having exhausted ~~and shall include~~ all full-paid sick leave, but shall exclude paid vacation and holidays. **Holidays (e.g., Thanksgiving) that occur during a period of extended sick leave shall be paid at the employee's regular holiday rate rather than the 50% rate. Holidays shall not count toward the 100-day total period of extended leave.** Unused extended sick leave does not continue into the next school year. Extended sick leave does not accumulate from year to year.


District 3/7/14


CSEA 3/7/14

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
And it's Santa Ana Chapter 41
Proposal to
Santa Ana Unified School District
Successor Agreement 2013-2016
February 7, 2014

7.5 CATASTROPHIC LEAVE

7.5.1 Establishment of Catastrophic Leave Bank

- a. ~~The Association and the District agree to establish a Catastrophic Leave Bank effective January 1, 2012, or upon ratification of this agreement. The Catastrophic Leave Bank shall be funded in accordance with the terms of Section 7.5.3 below.~~
- b. For the purpose of this section, a "day" shall be any day an employee is expected to be on duty. A "duty day" is defined as the specific hours of work of each employee. Time in the Catastrophic Leave Bank shall accumulate from year to year. During Catastrophic Leave, employees shall receive all the rights and privilege they would normally receive on regular status.
- c. Time shall be contributed to the Bank and withdrawn from the Bank without regard to the rate of pay of the Catastrophic Leave Bank participant.
- d. ~~The Catastrophic Leave Bank shall be administered by a joint committee comprised of five (5) members appointed by the Association and two (2) District members from Human Resources. Donations may be solicited and received from all employees of the Santa Ana Unified School District on a day for day basis regardless of their employment position within the district. If non-bargaining unit members wish to contribute, they may do so without the benefit of withdrawing from the CSEA Catastrophic Leave Bank.~~
- e. ~~Approval of the request shall require a majority vote of the voting committee members. The decision of the Committee shall be final unless a request for appeal is submitted within ten (10) work days of written denial. Should the employee receive a denial at the appeal level, the decision of the Committee shall then be final and not subject to the grievance procedure.~~

7.5.2 Definition of Catastrophic Leave

- a. An illness or injury as certified by an attending physician that incapacitates the employee in excess of fifteen (15) duty days, or that incapacitates a member of the employee's immediate family which requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her accrued sick leave, vacation leave, compensatory time and Extended Sick Leave.

- b. Not covered: Illnesses or accidents resulting from commission of a felony or elective cosmetic surgery. Also not included are illnesses or accidents, which may be covered under the Worker's Compensation Insurance Program.

7.5.3 Eligibility and Contributions

- a. All unit members who have permanency in the District **and have at least 1 year of sick leave accrued** are eligible to contribute to the Catastrophic Leave Bank.
- b. Participation is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.
- c. The employee shall authorize the contribution on the appropriate form, and once an employee has applied, an automatic annual contribution will be made. The employee shall remain eligible as long as the contribution has been made as needed by the provisions of this Article.
- d. An employee may end participation in the Catastrophic Leave Bank by sending a written request on the appropriate form to end participation to the ~~joint committee~~ **District** during the open enrollment period July 1 through September 15 of each school year. Any sick days donated to the Catastrophic Leave Bank will be forfeited.
- e. Open enrollment shall occur annually between July 1 through September 15 of each school year. Failure to make an annual contribution ~~(if needed)~~ shall result in termination of membership in the Bank.
 - 1. New employees, upon receiving permanency, shall be eligible to contribute without waiting for the open enrollment. ~~period regardless of the total amount of hours in the bank.~~
- f. The rate of contribution by each participating unit member shall be ~~one (1)~~ **a minimum of two (2) days** of sick leave **or one vacation day** per school year. ~~Contributions shall be converted to hours based on the length of the donating employee's workday. By June 1 of each school year, if the balance of the Bank exceeds ten thousand (10,000) hours then no sick days shall be donated by employees in the bank for the following school year. By~~

~~June 1 of each school year, if the balance of the Bank is under ten thousand (10,000) hours then one (1) day of sick leave will be contributed.~~

1. Additional hours days may be contributed by members with more than two (2) years of accumulated sick leave, but shall not exceed 20% of their accrual.
 2. Members who are retiring may donate any portion of their unused sick leave and/or vacation to the bank.
- g. Contributions to the Catastrophic Leave Bank shall not affect the earning of additional sick leave days as stated in Article 7, Section 7.3.2.
- h. Sick leave previously authorized for contribution to the Bank shall not be returned to the employees.
- i. Requests for catastrophic leave or granting of days from the Catastrophic Leave Bank do not absolve an employee from providing all necessary documents verifying illness/injury and authorizing absence from the District due to illness/injury.

7.5.4 Withdraw from the Bank

- a. ~~Catastrophic Leave Bank participants whose sick leave and vacation leave has been exhausted may withdraw from the Bank for catastrophic illness or injury.~~
- b. a. Employees must use all sick leave, and vacation leave accrued sick leave, vacation leave, compensatory time and Extended Sick Leave available to them before being eligible to withdraw from the Bank. .
- c. b. ~~If the unit member is eligible for Catastrophic Leave, the Extended Sick Leave Benefit as defined in Article 7, Section 7.3.2.9 shall be used in conjunction with such leave in order to guarantee 100% of his/her regular pay.~~
- d. c. If a unit member is incapacitated, applications may be submitted to the Committee District by the participant's agent or member of the employee's family.
- e. f. Withdrawals from the Catastrophic Leave Bank shall be granted in units of no more than up to 25 forty (40) days. ~~Employees may submit new written requests for extensions of withdrawals as their prior grants expire. Withdrawals from the Bank will be based on the conversion of the sick leave hours in the Bank to days based on the recipient's workday. The maximum amount of time for which donated leave hour-days may be used, shall not exceed a maximum period of 12 consecutive months.~~
- f. g. Employees applying to withdraw or extend their withdrawal from Catastrophic Leave shall be required to submit a doctor's statement to include an original signature indicating the nature of the illness or injury and the probable length of absence from work. Members of

~~the Committee-~~ The District shall keep information regarding the nature of the illness confidential.

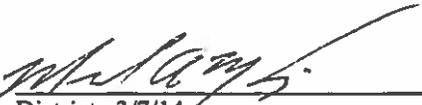
- g. h. Any approved unused catastrophic leave days shall be returned to the Bank.
- h. i. Any fraudulent or inappropriate use of donated days will result in the employee returning any resulting overpayment of wages **and may subject the employee to further disciplinary actions as found appropriate by the District per the terms of this collective bargaining agreement.** The overpayment of wages will be converted by the District to ~~hours~~ **days** returned to the Catastrophic Leave Bank. The number of ~~hours~~ **days** returned shall equal the number of hour days fraudulently or inappropriately used by the employee.
- i. j. ~~By June 1 of each school year if the Catastrophic Leave Bank falls below 10,000 hours, the Bank shall receive a contribution of one (1) sick day per employee who has elected to participate on the first pay warrant in October of the next school year. By June 1 of each school year if the Catastrophic Leave Bank exceeds ten thousand (10,000) hours no contribution shall be taken from any participating employee during the next school year.~~
- j. k. If the Catastrophic Leave Bank does not have sufficient hour days to fund a withdraw request, the ~~Committee~~ **District** is under no obligation to provide hours/days and the District is under no obligation to pay the participant any funds whatsoever. If the ~~Committee~~ **District** denies a request for withdrawal, ~~or an extension of withdrawals~~ because of insufficient hour days to fund the request, they shall notify the employee, in writing, of the reason for denial.
- k. l. Withdrawals shall become effective immediately.

7.5.5 Administration of the Bank

7.5.5 re-letter paragraphs c to b.; etc

- a. ~~The Catastrophic Leave Bank Committee~~ **District** shall have the responsibility of maintaining the records of the Catastrophic Leave Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying employee requests, receiving request by employees to end participation, and communicating its decisions, in writing, to the employee participants, to the Association, and to the District. **Denials are subject to review by CSEA as to compliance with the terms and conditions of the collective bargaining agreement and of this article, but the decision of denial by the District shall not be grievable** ~~The Catastrophic Leave Bank Committee will be responsible for creating the various required Catastrophic Leave Bank Forms~~ **shall be a result of the collective bargaining efforts of the District and CSEA.**
- b. ~~The Committee's authority shall be limited to the administration of the Bank.~~

- ~~e. b.~~ Applications shall be reviewed and decisions of the ~~Committee~~ reported to the applicant, in writing, within ten (10) duty days of receipt of the application.
- ~~d. c.~~ The ~~Committee~~ District shall keep all records and decisions confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal. ~~All committee members shall be required to sign a confidentiality statement due to the HIPPA privacy act.~~ The District and the Association will not use any information gathered for purposes other than to maintain the Catastrophic Leave Bank.
- ~~e. d.~~ Each month, the District shall provide the ~~Committee~~ CSEA with:
 - 1. The amount of time contributed by employees for the current year
 - 2. The names of participating employees
 - 3. The total amount of time available in the Bank
 - 4. The names of the employees and number of ~~hours~~ **days** withdrawn during the previous month.
- ~~f. e.~~ The unit member must waive any and all claims against the ~~Committee~~, the Association, the SAUSD Board of Education, the District and its officers and employees arising from the administration of the Catastrophic Leave Bank program.
- ~~g. f.~~ If the Catastrophic Leave Bank is dissolved for any reason, the days remaining in the Catastrophic Leave Bank shall be returned to the then current members of the Bank proportionately.
- ~~h. g.~~ In the event the District fails to provide information requested, ~~the committee and/or unit members~~ CSEA may exercise their Grievance rights provided in Article 10.
- ~~i. h.~~ The Catastrophic Leave section of this Article shall may be reopened at the request of either party and upon mutual agreement.


District 3/7/14


CSEA 3/7/14

T/A
5/2/14

20.0 Activity Supervisors

20.1 RECOGNITION

20.1.1 Activity Supervisors are unit members who are ~~neither net entitled to the rights, benefits, or burdens of a probationary or permanent classified employees or substitute and~~ **but shall be limited to have the rights provided to them under this Article, California Education Code, and applicable labor laws.**

20.2 HOURS OF WORK

20.2.1 Activity Supervisors shall work no more than 3.75 hours per day ~~for~~ or a total of no more than ~~20 19.5 18.75~~ hours per week.

20.2.2 Daily and weekly schedules and length and frequency of shifts shall be determined at the discretion of the site administrator.

20.2.3 Activity Supervisors shall sign themselves in at the start, and out at the end of their shift.

20.2.4 Activity Supervisors shall be responsible for daily logging-in their in and out time for payroll purposes.

20.2.5 Activity Supervisors shall receive written notice of changes to their work schedule the Friday before the coming week.

20.3 WAGES AND WAGE PROVISIONS

20.3.1 **Activity Supervisors shall be identified under "Operations" on the Classified Families schedule on Appendix 4-(Classified Salary Schedule, Titles).**

20.3.12 Activity Supervisors shall be paid at their hourly rate on the negotiated salary schedule.

20.3.23 Refer to Grade 10 for the current negotiated salary schedule.

20.4 TRANSFER PROCEDURES

20.4.1 Transfer, a change in work location, shall only occur when Activity Supervisors apply and are hired by site administrators at each school site with the final approval of the Human Resource Department. The District shall not transfer Activity Supervisors from one work location to another.

20.4.2 Vacancies for Activity Supervisors shall be filled at each work location according to the work location's needs and at the discretion of the site administrator with the final approval of the Human Resource Department.

20.5 ABSENCES/LEAVES

20.5.1 Activity Supervisors are not entitled to absences or leaves except those that are required by State and Federal mandate.

20.5.2 If an Activity Supervisor is going to be absent, the Activity Supervisor is to notify their supervisor immediately so that plans for an unpaid absence may be made with as little disruption to work as possible.

20.5.3 Family Medical Leave Act (FMLA)

20.5.4.1 Activity Supervisors who meet the eligibility requirements for FMLA shall be entitled to all legally required FMLA rights and benefits.

20.5.6 Pregnancy Disability Leave (PDL)

20.5.6.1 PDL is unpaid leave available to female Activity Supervisors who are disabled by pregnancy or a condition related to pregnancy as certified by a healthcare provider.

20.5.7 Family-School Partnership Act

20.5.7.1 Under the Family-School Partnership Act Activity Supervisors are entitled to take unpaid time off from work to participate in their children's and grandchildren's school or child care activities.

20.5.7.2 Activity Supervisors are entitled to take off up to 40 hours each year unpaid (up to eight hours in any calendar month) to participate in activities at their child's and/or grandchild's school or day care facility.

20.6 GRIEVANCE PROCEDURES

20.6.1 A grievance related to an Activity Supervisor is defined as a statement by an Activity Supervisor that the District has violated an express term of Article 20 of this agreement and that by reason of such violation; the Activity Supervisor's rights have been adversely affected. All other matters and disputes of any nature are beyond the scope of these procedures but may be subject to the Recommendation/Concern procedure of the District. Discipline and discharge of Activity Supervisors is specifically excluded from the operation of this grievance procedure.

20.6.2 A grievance related to an Activity Supervisor shall follow the same procedures and timelines as identified in Article 10.0 (Grievance Procedures) of this agreement. If a grievance involves more than one Activity Supervisor, then all must sign and the

~~Association may pursue the grievance. At least one of the grievant involved shall be present at all conference held.~~

~~20.6.2.1 The grievant may request Association representation, but the Activity Supervisor must be present. If the Activity Supervisor is represented, the representative must be identified prior to the conference.~~

~~20.6.3 The term "days" when used in the Article shall, except where otherwise indicated, mean duty days of the Activity Supervisor. The day of receipt is not considered one of the days when "days" is used. During the summer, "days" means those days when the District Office is open.~~

~~20.6.4 The number of days as stated at each level should be considered as maximum, and every effort should be made to expedite the process.~~

~~20.6.4.1 A supervisor or an Activity Supervisor may for good cause request an extension of time for a conference, response or an appeal. Such request shall be in writing to the Assistant Superintendent, Personnel Services, who shall grant or deny the request, determine the extension time, and notify all parties of the decision rendered.~~

~~20.6.4.2 A joint committee comprised of 2 CSEA members appointed by the CSEA President and 2 District administrators appointed by the Assistant Superintendent, Personnel Services shall meet and create an Activity Supervisor Grievance Form to be completed no later than June 30, 2012.~~

20.6.5 Level One

~~20.6.5.1 The Activity Supervisor shall submit the grievance in writing and present the matter to Assistant Superintendent, Personnel Services or designee within ten (10) duty days following the occurrence which prompted the grievance, or within ten (10) duty days of the time when the Activity Supervisor would reasonably be expected to be knowledgeable of being adversely affected.~~

~~20.6.5.2 Within ten (10) duty days of receipt of the written grievance, the Assistant Superintendent, Personnel Services or designee shall confer in a meeting called by the Assistant Superintendent, Personnel Services or designee, with the intent of a mutually satisfactory solution to the problem.~~

~~20.6.5.3 At the conference, the grievant may appear alone, or be represented. The representative must be identified on the grievance form and the Activity Supervisor must be present. Likewise, the direct supervisor must also be present.~~

~~20.6.5.4 Following the conference, the supervisor shall communicate, in writing, the decision to the aggrieved Activity Supervisor, the Association via US~~

~~mail or electronically, and the Assistant Superintendent, Personnel Services. A copy of the grievance form shall also be provided to the Activity Supervisor along with the response form, and any accompanying documents.~~

20.6.5.5 ~~If the Activity Supervisor is not satisfied with the disposition of the grievance at the Level 1, the grievant may, within five (5) duty days after the decision of the Assistant Superintendent, Personnel Services or designee has been rendered and received, request in writing that the Association submit the grievance to a binding decision by the Assistant Superintendent, Personnel Services or designee. A copy of such request shall be simultaneously be served upon the Assistant Superintendent, Personnel Services.~~

20.6.5.5.1 ~~Within ten (10) duty days of receipt of the request, the Assistant Superintendent, Personnel Services or designee shall hold a conference with the Activity Supervisor, grievant's representative, and the supervisor.~~

20.6.5.5.2 ~~Within ten (10) duty days after the conference, the Assistant Superintendent, Personnel Services shall communicate a binding decision in writing that shall set forth his/her findings, reasoning, conclusions, and remedy.~~

20.6.5.5.3 ~~The processing of the grievance beyond level 1 shall constitute a clear and express waiver of right to utilize any other legal or administrative forum to the extent permitted by law.~~

20.7 EVALUATION PROCEDURES

20.7.1 Newly hired unit members shall receive a formal written appraisal of their performance after the unit member has worked three months.

20.7.1.1 **The unit member's supervisor shall complete the appraisal form.**

20.7.1.12 After the end of the third month, the supervisor shall evaluate and recommend "on-going" employment or "termination."

20.7.1.23 The date of employment shall be considered the first day the employee was hired.

20.7.1.34 Newly hired unit members not recommended for on-going employment will have one or more checks in the unsatisfactory column and specific comments giving reasons for the unsatisfactory rating will be provided. **low rating given.**

20.7.2 Activity Supervisors shall receive a formal written appraisal of their performance annually or at any time the supervisor of the District will benefit from a performance appraisal.

20.7.2.1 The appraisal shall be completed between February 1 and May 30.

20.7.2.2 Any ratings of "Needs Improvement" or "Unsatisfactory" shall include a improvement plan explaining the area of "Needs Improvement" or "Unsatisfactory" and providing strategies for how to improve performance.

20.7.2.3 **Activity Supervisors who have served a minimum of 5 months in their position shall be allowed to apply for promotional positions of which they are qualified.**

20.8 EMPLOYEE BENEFITS

20.8.1 Activity Supervisors are not eligible for District provided benefits.

20.9 DISCIPLINARY PROCEDURES

20.9.1 Activity Supervisors' incidents of improper performance of assigned duties, immoral conduct, and/or personal unfitness shall result in disciplinary action and or termination from employment with the District based upon the recommendation of the site administrator and approval of Human Resources.

20.9.2 The following progressive discipline procedures shall be followed:

20.9.2.1 Counsel and orally warn the unit member

20.9.2.2 Conference summary memo

20.9.2.3 Written letter(s) of reprimand (placed in personnel file after ten (10) working days)

20.9.2.3.1 The letter of reprimand shall specify the cause, the time limit for improvement and possible further disciplinary action including, but not limited to, suspension, with or without pay, and/or termination.

20.9.2.4 Strict adherence to the above steps shall not be required under circumstances that are more serious in nature such as actions that result in significant damage to public property, injury or threat of injury to others, and theft.

20.9.2.5 During the stages of progressive discipline, the unit member shall have an association representative present at all stages of the process when requested by the unit member.

Memorandum of Understanding (MOU)
Between
Santa Ana Unified School District (SAUSD)
and
The California School Employees Association and its Chapter 41

May 2, 2014

The following constitutes an agreement between The California School Employees Association and its Chapter 41 and the Santa Ana Unified School District (SAUSD) dated May 2, 2014 as it relates to Health and Welfare Benefits.

1. For the 2014-2015 school year, there shall be no change to member contributions under Article XI,
2. No later than October 1, 2014, each party shall present proposals for re-openers on Article IV: Wages and Wage Provisions and Article XI: Benefits for the 2015-2016 school year.
3. This agreement is not precedent setting.
4. This MOU shall expire June 30, 2015.


District


Date


CSEA


Date

**Orange County Department of Education
District Fiscal Services**

**PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449**

Name of School District: SANTA ANA UNIFIED SCHOOL DISTRICT
 Name of Bargaining Unit: California School Employees Association (CSEA)
 Certificated, Classified, Other: Classified

The proposed agreement covers the period beginning: July 1, 2013 and ending: June 30, 2015
 (date) (date)

The Governing Board will act upon this agreement on: June 10, 2014
 (date)

A. Proposed Change in Compensation

Compensation	Annual Cost Prior to Proposed Agreement FY 2013-14	Fiscal Impact of Proposed Agreement		
		Year 1 Increase/(Decrease) FY 2013-14	Year 2 Increase/(Decrease) FY 2014-15	Year 3 Increase/(Decrease) FY 2015-16
1 Salary Schedule Increase (Decrease): 4% ongoing increase effective January 2014 plus additional 2% effective July 1, 2014 for Certificated, Certificated Management, Classified Management, and Confidential	\$ 70,421,621	\$ 1,569,903	\$ 4,279,779	\$ 4,339,696
		2.23%	6.08%	6.16%
2 Step and Column Increase (Decrease) Due to movement plus any changes due to settlement	\$ -	\$ -	\$ -	\$ -
3 Other Compensation - Increase (Decrease) (i.e. Extra duty, substitute)	\$ 6,646,529	\$ 149,493	\$ 404,108	\$ 409,766
Description of other compensation: Health & Welfare cost				
4 Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare etc.	\$ 17,887,518	\$ 399,071	\$ 1,087,131	\$ 1,102,350
		2.23%	6.08%	6.16%
5 Health/Welfare Plans: 50% of the premium cost increase (one-time)	\$ 17,289,637	\$ -	\$ 612,967	\$ -
		0.00%	3.55%	0.00%
6 Total Compensation - Increase (Decrease) (Total Lines 1-5)	\$ 112,245,304	\$ 2,118,467	\$ 6,383,985	\$ 5,851,811
7 Total Number of Represented Employees (Use FTEs if appropriate)	1,813.55			
8 Total Compensation Average Cost per Employee	\$ 61,893	n/a	n/a	n/a
		0.00%	0.00%	0.00%

9. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

4% ongoing increase effective January 2014. The annualized percentage of this increase in 2013-14 is approximately 2.23%.

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

No.

11. Please include comments and explanations as necessary.

The ongoing 4% salary raise retroactive to January 1, 2014 for Classified employees will increase the District's operating expenditures by approximately \$2.1 million in 2013-14.

In 2014-15 the ongoing 4% plus an additional 2% salary raises for Classified Management will increase the District's operating expenditures by approximately \$6.4 million.

12. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes No

If yes, please describe the cap amount.

Per the attached Tentative Agreement between SAUSD and CSEA dated May 16, 2014, for 2014-15 there shall be no change to member contribution under Article XI, resulting in a one-time cost increase of approximately \$613,000 for the District. No later than October 1, 2014, each party shall present proposals for a re-opener for "Benefits" (Article XI) for the 2015-16 school year.

- B. Proposed Negotiated Changes in Noncompensation Items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

Please see attached Tentative Agreement between SAUSD and CSEA dated May 16, 2014.

- C. What are the specific impacts on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)
n/a

- D. What contingency language is included in the proposed agreement? Include specific areas identified reopeners, applicable fiscal years, and specific contingency language.**

No later than October 1, 2014, each party shall present proposals for reopener on Article IV: Wages and Wage Provisions for 2015-16 school year.

- E. Will this agreement create, increase or decrease deficit financing in the current or subsequent year(s)? "Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.**

The District projected an increase of approximately \$4.2 million and \$15.4 million in deficit spending in 2013-14 and 2014-15, respectively, since the second interim. As a result, the ending fund balances in both years will be reduced. However, at second interim the District assumed LCFF gap funding at 21%, while the May Revise confirmed 28.05% gap funding for 2014-15.

- F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**

n/a

G. Source of Funding for Proposed Agreement

1. Current Year

General Fund and other Funds.

- 2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?**

- 3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)**

General Fund and other Funds.

**Orange County Department of Education
District Fiscal Services**

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

Enter Bargaining Unit: **California School Employee Association**

	Column 1 Latest Board- Approved Budget Before Settlement (As of 03/11/14)	Column 2 Adjustments as a Result of Settlement	Column 3 Other Revisions	Column 4 Total Current Budget (Columns 1-2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ 339,583,558	\$ -	\$ 14,731,375	\$ 354,314,933
Remaining Revenues (8100-8799)	\$ 15,492,823	\$ -	\$ (720,543)	\$ 14,772,280
TOTAL REVENUES	\$ 355,076,380	\$ -	\$ 14,010,833	\$ 369,087,213
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 170,747,814	\$ -	\$ 7,839,852	\$ 178,587,666
Classified Salaries (2000-2999)	\$ 41,597,519	\$ 856,474	\$ 2,029,777	\$ 44,483,770
Employee Benefits (3000-3999)	\$ 66,014,522	\$ 198,787	\$ 1,537,483	\$ 67,750,793
Books and Supplies (4000-4999)	\$ 4,601,361	\$ -	\$ 2,533,167	\$ 7,134,528
Services, Other Operating Expenses (5000-5999)	\$ 21,308,528	\$ -	\$ 14,348,590	\$ 35,657,118
Capital Outlay (6000-6599)	\$ 817,640	\$ -	\$ 503,018	\$ 1,320,658
Other Outgo (7100-7299) (7400-7499)	\$ 251,524	\$ -	\$ 1,942,782	\$ 2,194,306
Direct Support/Indirect Cost (7300-7399)	\$ (4,615,253)	\$ -	\$ 437,426	\$ (4,177,827)
Other Adjustments				
TOTAL EXPENDITURES	\$ 300,723,655	\$ 1,055,261	\$ 31,172,096	\$ 332,951,012
OPERATING SURPLUS (DEFICIT)	\$ 54,352,725	\$ (1,055,261)	\$ (17,161,263)	\$ 36,136,201
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 4,157,235	\$ -	\$ 25,000	\$ 4,182,235
CONTRIBUTIONS (8980-8999)	\$ (66,668,678)	\$ -	\$ 12,207,927	\$ (54,460,751)
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (16,473,188)	\$ (1,055,261)	\$ (4,978,336)	\$ (22,506,785)
BEGINNING BALANCE	\$ 39,745,454			\$ 39,745,454
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 23,272,266	\$ (1,055,261)	\$ (4,978,336)	\$ 17,238,669
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 1,150,000	\$ -	\$ -	\$ 1,150,000
Restricted Reserves (9740)	\$ -	\$ -	\$ -	\$ -
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 12,147,513	\$ -	\$ -	\$ 5,979,651
Reserve for Economic Uncertainties (9789)	\$ 9,974,753	\$ -	\$ 134,265	\$ 10,109,018
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -	\$ -

* Please see question on page 7.

**Orange County Department of Education
District Fiscal Services**

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

Enter Bargaining Unit: **California School Employee Association**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 03/11/14)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ 13,117,767	\$ -	\$ (13,117,767)	\$ -
Remaining Revenues (8100-8799)	\$ 112,653,727	\$ -	\$ 1,623,237	\$ 114,276,964
TOTAL REVENUES	\$ 125,771,494	\$ -	\$ (11,494,530)	\$ 114,276,964
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 67,923,124	\$ -	\$ (3,639,461)	\$ 64,283,663
Classified Salaries (2000-2999)	\$ 27,490,560	\$ 862,922	\$ (2,282,557)	\$ 26,070,925
Employee Benefits (3000-3999)	\$ 31,046,334	\$ 200,284	\$ (1,628,131)	\$ 29,618,487
Books and Supplies (4000-4999)	\$ 20,855,621	\$ -	\$ (2,780,742)	\$ 18,074,879
Services, Other Operating Expenses (5000-5999)	\$ 37,685,236	\$ -	\$ (13,817,389)	\$ 23,867,847
Capital Outlay (6000-6599)	\$ 1,056,612	\$ -	\$ (686,444)	\$ 370,168
Other Outgo (7100-7299) (7400-7499)	\$ 3,041,843	\$ -	\$ -	\$ 3,041,843
Direct Support/Indirect Cost (7300-7399)	\$ 3,222,390	\$ -	\$ (417,592)	\$ 2,804,798
Other Adjustments				
TOTAL EXPENDITURES	\$ 192,321,720	\$ 1,063,206	\$ (25,252,316)	\$ 168,132,610
OPERATING SURPLUS (DEFICIT)	\$ (66,550,226)	\$ (1,063,206)	\$ 13,757,786	\$ (53,855,646)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 1,535,039	\$ -	\$ (1,350,000)	\$ 185,039
CONTRIBUTIONS (8980-8999)	\$ 66,668,678	\$ -	\$ (12,207,927)	\$ 54,460,751
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (1,416,587)	\$ (1,063,206)	\$ 2,899,859	\$ 420,066
BEGINNING BALANCE	\$ 9,686,926			\$ 9,686,926
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 8,270,339	\$ (1,063,206)	\$ 2,899,859	\$ 10,106,992
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ -	\$ -	\$ -	\$ -
Restricted Reserves (9740)	\$ 8,270,339	\$ -	\$ -	\$ 10,106,992
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties (9789)	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -	\$ -

* Please see question on page 7.

**Orange County Department of Education
District Fiscal Services**

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

Enter Bargaining Unit: **California School Employee Association**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 03/11/14)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ 352,701,325	\$ -	\$ 1,613,608	\$ 354,314,933
Remaining Revenues (8100-8799)	\$ 128,146,550	\$ -	\$ 902,694	\$ 129,049,244
TOTAL REVENUES	\$ 480,847,874	\$ -	\$ 2,516,303	\$ 483,364,177
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 238,670,938	\$ -	\$ 4,200,392	\$ 242,871,329
Classified Salaries (2000-2999)	\$ 69,088,080	\$ 1,719,396	\$ (252,780)	\$ 70,554,696
Employee Benefits (3000-3999)	\$ 97,060,856	\$ 399,071	\$ (90,647)	\$ 97,369,280
Books and Supplies (4000-4999)	\$ 25,456,983	\$ -	\$ (247,575)	\$ 25,209,407
Services, Other Operating Expenses (5000-5999)	\$ 58,993,764	\$ -	\$ 531,201	\$ 59,524,965
Capital Outlay (6000-6599)	\$ 1,874,251	\$ -	\$ (183,426)	\$ 1,690,826
Other Outgo (7100-7299) (7400-7499)	\$ 3,293,367	\$ -	\$ 1,942,782	\$ 5,236,149
Direct Support/Indirect Cost (7300-7399)	\$ (1,392,863)	\$ -	\$ 19,834	\$ (1,373,029)
Other Adjustments	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	\$ 493,045,376	\$ 2,118,467	\$ 5,919,780	\$ 501,083,622
OPERATING SURPLUS (DEFICIT)	\$ (12,197,501)	\$ (2,118,467)	\$ (3,403,477)	\$ (17,719,446)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 5,692,274	\$ -	\$ (1,325,000)	\$ 4,367,274
CONTRIBUTIONS (8980-8999)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (17,889,775)	\$ (2,118,467)	\$ (2,078,477)	\$ (22,086,719)
BEGINNING BALANCE	\$ 49,432,380			\$ 49,432,380
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 31,542,605	\$ (2,118,467)	\$ (2,078,477)	\$ 27,345,661
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 1,150,000	\$ -	\$ -	\$ 1,150,000
Restricted Reserves (9740)	\$ 8,270,339	\$ -	\$ -	\$ 10,106,992
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 12,147,513	\$ -	\$ -	\$ 5,979,651
Reserve for Economic Uncertainties (9789)	\$ 9,974,753	\$ -	\$ 134,265	\$ 10,109,018
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -	\$ -

* Please see question on page 7.

**Orange County Department of Education
District Fiscal Services**

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund

Enter Bargaining Unit: **California School Employee Association**

	2013-14	2014-15	2015-16
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
Revenue Limit Sources (8010-8099)	\$ 354,314,933	\$ 412,966,218	\$ 437,430,412
Remaining Revenues (8100-8799)	\$ 129,049,244	\$ 104,088,748	\$ 104,129,099
TOTAL REVENUES	\$ 483,364,177	\$ 517,054,966	\$ 541,559,511
EXPENDITURES			
Certificated Salaries (1000-1999)	\$ 242,871,329	\$ 261,989,941	\$ 268,084,921
Classified Salaries (2000-2999)	\$ 70,554,696	\$ 72,396,913	\$ 73,410,386
Employee Benefits (3000-3999)	\$ 97,369,280	\$ 107,576,957	\$ 118,227,766
Books and Supplies (4000-4999)	\$ 25,209,407	\$ 18,387,227	\$ 13,937,437
Services, Other Operating Expenses (5000-5999)	\$ 59,524,965	\$ 53,864,347	\$ 54,299,466
Capital Outlay (6000-6999)	\$ 1,690,826	\$ 3,320,128	\$ 3,269,828
Other Outgo (7100-7299) (7400-7499)	\$ 5,236,149	\$ 5,432,564	\$ 5,602,077
Direct Support/Indirect Cost (7300-7399)	\$ (1,373,029)	\$ (1,774,153)	\$ (1,703,933)
Other Adjustments: Proposed Cuts		\$ -	\$ -
Other Adjustments: Federal Sequestration		\$ -	\$ -
TOTAL EXPENDITURES	\$ 501,083,622	\$ 521,193,925	\$ 535,127,948
OPERATING SURPLUS (DEFICIT)	\$ (17,719,446)	\$ (4,138,959)	\$ 6,431,563
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 4,367,274	\$ 4,739,935	\$ 4,739,935
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (22,086,719)	\$ (8,878,893)	\$ 1,691,628
BEGINNING BALANCE	\$ 49,432,380	\$ 27,345,661	\$ 18,466,768
CURRENT-YEAR ENDING BALANCE	\$ 27,345,661	\$ 18,466,768	\$ 20,158,396
COMPONENTS OF ENDING BALANCE:			
Nonspendable Reserves (9711-9719)	\$ 1,150,000	\$ 1,150,000	\$ 1,150,000
Restricted Reserves (9740)	\$ 10,106,992	\$ 3,351,175	\$ 6,408,738
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 5,979,651	\$ 3,446,916	\$ 5,642,283
Reserve for Economic Uncertainties (9789)	\$ 10,109,018	\$ 10,518,677	\$ 10,797,358
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -

**Orange County Department of Education
District Fiscal Services**

J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2013-14	2014-15	2015-16
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 505,450,896	\$ 525,933,859	\$ 539,867,883
b.	State Standard Minimum Reserve Percentage for this District enter percentage:	2.00%	2.00%	2.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR \$50,000)	\$ 10,109,018	\$ 10,518,677	\$ 10,797,358

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Stabilization Arrangements (9750)	\$ -	\$ -	\$ -
b.	General Fund Budgeted Unrestricted Reserve for Economic Uncertainties (9789)	\$ 10,109,018	\$ 10,518,677	\$ 10,797,358
c.	General Fund Budgeted Unrestricted Unassigned/Unappropriated (9790)			
d.	General Fund Negative Ending Balances in Restricted Resources	\$	\$	\$
e.	Special Reserve Fund (Fund 17) Budgeted Stabilization Arrangements (9750)	\$ -	\$ -	\$ -
f.	Special Reserve Fund (Fund 17) Budgeted Reserve for Economic Uncertainties (9789)			
g.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -
h.	Total Available Reserves	\$ 10,109,018	\$ 10,518,677	\$ 10,797,358
i.	Total Available Reserves Percentage	2.00%	2.00%	2.00%

3. Do unrestricted reserves meet the state minimum reserve amount?

2013-14	Yes	<input checked="" type="checkbox"/>	No	<input checked="" type="checkbox"/>
2014-15	Yes	<input checked="" type="checkbox"/>	No	<input checked="" type="checkbox"/>
2015-16	Yes	<input checked="" type="checkbox"/>	No	<input checked="" type="checkbox"/>

4. If no, how do you plan to restore your reserves?

**Orange County Department of Education
District Fiscal Services**

5. If the total amount of the adjustment in Column 2 on Page 4 does not agree with the amount of the Total Compensation Increase in Section A, Line 5, Page 1 (i.e., increase was partially budgeted), explain the variance below:

n/a

6. Please include any additional comments and explanations of Page 4 as necessary:

n/a

**Orange County Department of Education
District Fiscal Services**

K. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT

The disclosure document must be signed by the District Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of Santa Ana Unified School District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the California School Employee Association Bargaining Unit, during the term of the agreement from July 1, 2013 to June 30, 2015.

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

<u>Budget Adjustment Categories:</u>	<u>Budget Adjustment Increase (Decrease)</u>
<u>Revenues/Other Financing Sources</u>	<u>-</u>
<u>Expenditures/Other Financing Uses</u>	<u>-</u>
<u>Ending Balance Increase (Decrease)</u>	<u>-</u>

N/A (No budget revisions necessary)

District Superintendent
(Signature)

Date

Chief Business Officer
(Signature)

Date

AGENDA ITEM BACKUP SHEET

June 10, 2014

Board Meeting

TITLE: **Approval of Compensation Increase for Management and Confidential Employees not Represented by a Union and District to Cover Increase of Medical Cost for 2014-15 School Year**

ITEM: **Action**

SUBMITTED BY: **Mark A. McKinney, Associate Superintendent, Human Resources
Stefanie P. Phillips, Ed.D., CBO, Deputy Superintendent, Operations**

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of compensation increase equal to that of Santa Ana Educators' Association (SAEA) and the California School Employees Association, Chapter 41 (CSEA) for all Management and Confidential employees that are not represented by a union.

The Economic increases have been negotiated for the District bargaining groups, SAEA and CSEA and therefore will be applied to the compensation of Management and Confidential employees. The agreements reached with the District bargaining groups is that of a salary increase of 4% retro to January 1, 2014, plus an additional 2% effective July 1, 2014. Additional agreement was reached that the District would cover the increase medical cost to the employees for the 2014-15 school year, only. The breakdown of that cost is listed below:

2013-14 (4% retro to Jan 1, 2014)

Certificated Management	\$438,481
Classified Management	\$93,233
Confidential	\$31,834
Total	\$563,548

2014-15 (additional 2% effective July 1, 2014)

Certificated Management	\$1,332,986
Classified Management	\$284,185
Confidential	\$97,036
Total	\$1,714,207

2014-15 1x Health and Welfare Cost

Certificated Management	\$137,189
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Classified Management	\$58,443
Confidential	\$10,578
Total	\$206,210

RATIONALE:

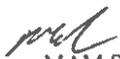
Management and confidential employees are unrepresented employee groups. Since economic negotiations with our labor groups have been completed, it is customary that when economic incentives are negotiated that unrepresented labor groups also see an increase in compensation.

FUNDING:

General Fund

RECOMMENDATION:

Approve the compensation increase for all Management and Confidential employees as outlined above, not represented by a union. Approve the District to cover the increase cost of health and welfare benefits for 2014-15 school year, only.


MAM:SP:nr

AGENDA ITEM BACKUP SHEET
June 10, 2014

Board Meeting

TITLE: **Affirmation of Request for Waiver of NCLB Requirements through the US Department of Education and through Association with other CORE Districts**

ITEM: **Action**

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

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

BACKGROUND INFORMATION:

The Santa Ana Unified School District submitted a request to renew the existing NCLB waiver and corresponding requirements based on the authorization of the Board of Education on April 22, 2014 meeting. At that time, the Board requested an additional review of this item again on the June 10th meeting. If granted by the U.S. Department of Education (USDOE), this waiver would be for one additional year (2014-15) and would be granted directly to the school district.

If the waiver were not to be granted, or if the Board of Education choose not to continue their request for a waiver there would be many potential impacts. However, the most obvious for this particular year would include two areas:

1. All schools would be returned to their Program Improvement status as was previously measured¹.
2. All Supplemental Education Service (SES) dollars would return to the prior requirements that focused on vendor provision of up to 40 hours of tutoring for Title I students. For the 2014-15 school year, the estimated financial impact would be \$3.3 million of immediate impact, the summer enrichment program planned by the District would lose its funding available through the reallocation of the SES monies that previously went to outside vendors.

Financial²:

The table below is an analysis of the SES funding for the past two years along with a projection of the funding for the coming year.

	2012-13	2013-14	2014-15
SES Allocation	\$3,291,619	\$2,924,221	\$3,100,000

¹ Based on the NCLB waiver, all schools were restored to non-Program Improvement status until there was demonstration (through school assessment) that there was a need for Program Improvement again. If the waiver did not exist, ALL schools in SAUSD would be in Program Improvement (PI).

² Note: Allocations and balances differ from year to year based on the Title I allocation to the District and carryover funds from the prior year.

Carryover from the prior year	\$1,314,244	\$819,349	\$800,000
Total Available	\$4,605,863	\$3,743,570	\$3,900,000

The **2012-13** school year is a “*base year*” prior to a waiver of SES and NCLB requirements. As such, there was approximately \$4.6 million that was to be spent with SES providers to provide up to 40 hours of tutoring to students.

In the **2013-14** school year, the District had discretion within the limitations of its waiver request to USDOE to utilize the funds to support students in other manners. Major uses of funding included: replacement of SIG³ funding to targeted schools, school allocations to assist student learning in the form of after school tutoring and intervention programs within the school day, and enhancement of summer school options for students. The specific allocations for these funds included:

- \$1,950,000 was allocated to school interventions and supporting of programs at priority schools, other Title I schools and low-achieving student groups including additional support for Six Priority Schools (Century, Saddleback, Santa Ana, Sierra, Valley, Willard) and after school tutoring through our in-house SES provider, Hacia Adelante
- \$105,350 to fund the required Priority School Pairing Process which included \$15,500 to Sacramento Unified School District’s reward school, \$23,250 to Long Beach Unified School District’s reward schools, \$15,500 to Los Angeles Unified School District’s reward school and, \$51,100 to CORE to support pairing process
- \$1,400,000 will be used to provide summer enrichment opportunities for our students through teacher generated proposals
- \$407,000 supported the implementation of new state standards and technology aligned assessments
- \$55,000 was used to support stakeholder outreach and parent/guardian engagement including parent workshops and district-wide family winter and summer projects

Should the waiver be requested and granted for the **2014-15** year, the District would again be able to allocate the funds to meet student learning needs in the manner that the District could best address the issue and aligned with the Local Control Accountability Plan (LCAP). Current plans for utilization of those funds would include: supplement of budgets to former SIG schools, summer school enhancement, etc. Without the waiver, the money would revert to the allocation of the funds towards SES services from outside providers. The current projection for use of these funds includes:

- \$950,000 would be allocated to school interventions and supporting of programs at priority schools, other Title I schools and low-achieving student groups including additional support for Priority Schools (Saddleback, Santa Ana, Willard)

³ SIG – School Improvement Grant

- \$600,000 for after school tutoring through Hacia Adelante
- \$105,350 to fund the required Priority School Pairing Process which included \$15,500 to Sacramento Unified School District's reward school, \$23,250 to Long Beach Unified School District's reward schools, \$15,500 to Los Angeles Unified School District's reward school and, \$51,100 to CORE to support pairing process
- \$2,256,650 will be used to provide summer enrichment opportunities for our students through teacher-generated proposals

Program Improvement:

Under NCLB, all Title I funded schools and local educational agencies (LEAs) that do not make Adequate Yearly Progress (AYP) are identified for Program Improvement (PI) under the Elementary and Secondary Education Act (ESEA). In the current NCLB format, ALL of our schools in the District would be in Program Improvement. Determinations are made using two years of data for schools and LEAs that receive Title I funds. Under NCLB, PI schools and LEAs are responsible for implementing certain federal and state requirements during each year that they are in PI. These vary, based on the PI year and whether the entity is a school or LEA.

History:

The matter of the NCLB waiver and the association of Santa Ana Unified School District with the California Office of Reform Education (CORE) have been long discussed by the Board and the District administration. As a matter of review, the history of the discussions include:

February 15, 2013 Board Communication

- CORE Waiver Proposal

February 26, 2013 Board Meeting

- Authorization to Obtain CORE Elementary Secondary Education Act Waiver Proposal

March 1, 2013 Board Communication

- Articles regarding SAUSD submitting a first-of-its-kind waiver seeking relief from the harshest sanctions of NCLB law

March 8, 2013 Board Communication

- Mayor Villaraigosa to join CORE Mayors support for waiver application

March 15, 2013 Board Communication

- State Board of Ed members expressed strong support for a waiver from constraints of the federal NCLB law

March 29, 2013 Board Communication

- *EdSource* article, US Dept agrees to review nine district plans for NCLB waiver

June 14, 2013 Board Communication

- CORE worked with unions to agree to a meeting, but CTA and others declined to meet

August 9, 2013 Board Communication

- CORE Waiver request approved by USDE

August 16, 2013 Board Communication

- Essential Elements of CORE Waiver

August 20, 2013 **Board Meeting**

- CORE Overview

August 23, 2013 Board Communication

- Letter from Arne Duncan informing approval of the CORE waivers under ESEA

August 30, 2013 Board Communication

- Expenses linked to CORE Participation

September 13, 2013 Board Communication

- CORE Implementation Plan Update

November 1, 2013 Board Communication

- CORE Implementation Plan Update

February 7, 2014 Board Communication

- SES Services—Hacia Adelante

March 7, 2014 Board Communication

- SES Services—Hacia Adelante

March 14, 2014 Board Communication

- Summer Enrichment Opportunities

April 22, 2014 **Board Meeting**

- Approval of NCLB Waiver renewal

RATIONALE:

SAUSD's NCLB waiver gives our school district greater authority than we had under NCLB and reduces the number of schools identified for intervention. This allows us to identify those that need the most help and enables SAUSD to provide support by relying on educators in our system to improve the system. This year, the NCLB waiver will free up \$3.9 million of Title 1 funds, which previously had to be spent on tutoring through independent supplemental education providers but can now be spent on our teachers and schools.

FUNDING:

There is a small responsibility for the utilization of these funds consistent with the waiver application. This would amount to \$51,100 from the \$3.3 million allocation.

Additionally, if the waiver were not granted⁴, this would mean that we would actually **reduce** our funding for SAUSD programs by \$3,300,000 dollars. This funding presumably would need to be made up by some other budgetary allocation.

RECOMMENDATION:

The Board of Education affirms their prior request of the U.S. Department of Education to renew the waiver of the NCLB requirements for the 2014-15 school year.

⁴

Or requested

AGENDA ITEM BACKUP SHEET
June 10, 2014

Board Meeting

TITLE: Board Reports/Activities
ITEM: Reports
SUBMITTED BY: Rick Miller, Ph.D., Superintendent
PREPARED BY: Rick Miller, Ph.D., Superintendent

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