

*Santa Ana Unified School District
Board of Education*

Board Meeting Agenda

**Tuesday, July 22, 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
JULY 22, 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
SUSD-007320; SUSD-007345

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

PUBLIC EMPLOYEE QUARTERLY REVIEW – Superintendent
PUBLIC EMPLOYMENT – Director, Community Relations; Director of Regional Occupational Program (ROP); High School Principal(s); Elementary School Principal(s); Assistant Principal High School; Assistant Principal Intermediate School(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

SUPERINTENDENT'S REPORT

PUBLIC PRESENTATIONS (Pursuant to Government Code 54954.3)

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

1.0 APPROVAL OF CONSENT CALENDAR

- 1.1 Approval of Minutes of Regular Board Meeting - June 24, 2014
- 1.2 Summarized Data of Williams Settlement Fourth Quarterly Report
- 1.3 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
- 1.4 Approval of Elementary and Intermediate School Site Mandatory Uniform Dress Plans
- 1.5 Authorization to Renew Subscription with Apex Learning for Digital Curriculum and Services for 2014-15 School Year
- 1.6 Approval of Renewal of Service Agreement with The Regents of The University of California Center for Educational Partnerships for 2014-15 School Year
- 1.7 Approval of Submission of Orange County Arts Education Collaborative Fund Grant Application for 2014-15 School Year
- 1.8 Approval of Third Assessment Child Outcomes and School Readiness Plan
- 1.9 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
- 1.10 Approval/Ratification of Master Contracts and/or Individual Service Agreements with Nonpublic Schools and Agencies for Students with Disabilities for the 2013-14 and 2014-15 School Years
- 1.11 Ratification of Payment and Reimbursement of Costs Incurred for Designated Instructional Services for Students with Disabilities for 2013-14 School Year

- 1.12 Approval of Payment and Reimbursement of Costs Incurred for Designated Instructional Services for Students with Disabilities for 2014-16 School Years
- 1.13 Approval of Memorandum of Agreement with University of Southern California School of Social Work for 2014-17 School Years
- 1.14 Approval of Memorandum of Understanding with Boys Town California, Inc.
- 1.15 Approval of Memorandum of Understanding with The Gary Center of Orange County
- 1.16 Ratification of Purchase Order Summary and Listing of Orders \$25,000 and Over for Period of June 11, 2014 through June 24, 2014
- 1.17 Ratification of Expenditure Summary and Warrant Listing for Period of June 11, 2014 through June 24, 2014
- 1.18 Approval/Ratification of Listing of Agreements/Contracts with Santa Ana Unified School District and Various Consultants Submitted for Period of June 11, 2014 through June 24, 2014
- 1.19 Approval of Agreement with ParentLink for 2014-15 School Year
- 1.20 Adoption of Resolution No. 14/15-3019 – Establish Temporary Interfund Transfers
- 1.21 Authorization to Utilize California Multiple Award Schedule Agreement with Ricoh USA, Inc., for Lease of Duplication Equipment for Publications and Approval of Equipment Lease Finance Agreement with PNC Equipment Finance, LLC
- 1.22 Acceptance of United States Department of Agriculture Fresh Fruit and Vegetable Program Grant for 2014-15 School Year
- 1.23 Approval of Rejection of Government Code §910 and §910.2 Claims Against Santa Ana Unified School District – File Numbers: 14-16703 RV and 14-16878 JT
- 1.24 Acknowledgement of Receipt of Material Revision of NOVA Academy Charter Petition
- 1.25 Authorization of Sublease Agreement Between El Sol Science & Arts Academy and Share Our Selves Corporation
- 1.26 Authorization to Renew Predictive Roof Maintenance Contract for 2014-15 Fiscal Year
- 1.27 Approval of Substitute Subcontractor for Bid Package No. 1 New Building and Sitework - Concrete at Wilson Elementary School Under Overcrowding Relief Grant Program

- 1.28 Approval of Board Member's Attendance to California School Boards Association Annual Education Conference from December 13 through December 16, 2014, in San Francisco, California
- 1.29 Approval of Personnel Calendar Including the Transition of Specific Staff Members with such Topics as: Hiring, Promotions, Transfers, Resignations, Retirements, and Leaves
- 1.30 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 HEARING

- Conduct a Public Hearing for Charter Petition for Achievement Peaks Academy Charter School

PRESENTATIONS

- 40 Developmental Assets Program
- End-of-Year Attendance Update: Creating an Attendance-Going Culture of Success
- Adult Transition Program for Students with Disabilities
- 2013-14 Annual Update Santa Ana School Police Department
- Discussion and Update on High School Athletic Fields

REGULAR AGENDA - ACTION ITEMS

- 2.0 Approval of Schoolwide Single Plans for Student Achievement for 2014-15 School Year
- 3.0 Acceptance of Federal School Improvement Grant Funding for Valley High School for 2014-17 School Years
- 4.0 Authorization to Repair the Pipe Organ at Santa Ana High School
- 5.0 Authorization to Award Contracts for Purchase of Specialty Paper for Publications Department and Copier Paper Supplies for Warehouse Stock

6.0 Approval of New Job Description, Manager of Transportation

7.0 Ratification of Collective Bargaining Agreement with Communications Workers of America, Local Chapter 9510 for 2014-17 School Years

BOARD REPORTS

- Board Reports / Activities

ADJOURNMENT

FUTURE MEETING - The next Regular Meeting of the Board of Education will be held on Tuesday, August 26, 2014, at 6:00 p.m.

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

MINUTES

REGULAR MEETING
SANTA ANA BOARD OF EDUCATION

June 24, 2014

CALL TO ORDER

The meeting was called to order at 5:08 p.m. by Board President Yamagata-Noji. Other members in attendance were Mr. Palacio and Ms. Iglesias.

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

CLOSED SESSION PRESENTATIONS

Dr. Yamagata-Noji asked those wishing to address the Board in matters pertaining to Closed Session to step to the lectern.

There were no individuals wishing to address the Board.

RECESS TO CLOSED SESSION

The Regular Board meeting was immediately recessed at 5:08 p.m. to consider legal issues, negotiations, and personnel matters.

Mr. Richardson and Mr. Hernández arrived during Closed Session.

RECONVENE OPEN MEETING

The Regular Board meeting reconvened at 6:10 p.m.

PLEDGE OF ALLEGIANCE

The meeting was opened with the Pledge of Allegiance led by Grace Tinajero, 2nd grade student at Jefferson Elementary School.

RECOGNITIONS / ACKNOWLEDGMENTS

McFadden Intermediate School 6th Grade Student Vincent Tinajero Selected to Represent All American Far West Region by United States Specialty Sports Association (USSSA)

Dr. Yamagata-Noji called Ms. Miller, Assistant Superintendent, Secondary Education to the lectern. She introduced Vincent Tinajero, 6th grade student at McFadden Intermediate School. Vincent will have the opportunity to compete at the All American Games this summer at the ESPN Wide World of Sports in Florida.

CEO and Chairman of SchoolsFirst Federal Credit Union Rudy Hanley Retiring After 31 Years of Service

Dr. Yamagata-Noji called Ms. Powell, Chief Communications Officer to the lectern. She introduced Mr. Rudy Hanley, CEO and Chairman of SchoolsFirst Federal Credit Union and invited him up for recognition. Dr. Yamagata-Noji presented him with artwork from an elementary student featured at Artspiration.

Customer Service Employee of the Month for June 2014, Charmaine Alvarado

Dr. Yamagata-Noji called Mr. McKinney, Associate Superintendent, Human Resources to the lectern. He introduced Roxanna Owings, Coordinator of Special Projects and Charmaine Alvarado, Instructional Stock Clerk. Ms. Alvarado was selected as the Customer Service Employee of the Month for June 2014 for the attention to detail she provides that adds aesthetic value to the program.

Santa Ana Public Schools Foundation 2nd Annual Artspiration and Scholarship Awards Ceremony

Dr. Yamagata-Noji called Ms. Powell, Chief Communications Officer to the Lectern. She provided the Board with a video-clip showcasing the talents of students.

SUPERINTENDENT'S REPORT

Dr. Miller opened his report by mentioning he wrapped up the school year by visiting all District school sites. Superintendent Miller said graduations were successful. There were 582 students who received the State Seal of Biliteracy in Spanish, French, Tagalog, Vietnamese, and American Sign Language. Dr. Miller stated he attended the SAUSD Retiree Recognition and concluded his remarks by announcing the K-12 Extended Enrichment Learning summer programs throughout the District.

PUBLIC PRESENTATIONS

Dr. Yamagata-Noji asked those wishing to address the Board on matters related to agenda items to step to the lectern. Moises Plascencia, Helena Nguyen, Elizabeth Campos, Jacob Cream, Rosa Urquiza, and Melisa Castillo addressed the Board related to SAUSD Nutrition Services. Sandra Ortega, Sandibel Ramirez, Xitlali Rodriguez, Rocio Prado, Tony Ortuno, Dulce Saavedra Luis Ramirez, Pablo Jimenez, Galilea Marcos, Fabiola Luo, Taina Lopez, Dolores Almazan, Ignacio Rios, Jr., Jonathan Garda, Ramona Alvarez, and Joel Cazares addressed the Board regarding the Local Control and Accountability Plan.

Change in Order of Agenda

2.0 ADOPTION OF 2014-15 LOCAL CONTROL AND ACCOUNTABILITY PLAN

It was moved by Mr. Richardson, seconded by Mr. Palacio, and carried 5-0, to adopt the 2014-15 Local Control and Accountability Plan as presented.

1.0 **APPROVAL OF CONSENT CALENDAR**

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

- 1.8 Approval/Ratification of Listing of Agreements/Contracts with Santa Ana Unified School District and Various Consultants Submitted for Period of May 28, 2014 through June 10, 2014

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

- 1.1 Approval of Minutes of Regular Board Meeting - June 10, 2014
- 1.2 Orange County Department of Education Third Quarterly Report on School Accountability Report Card for Fiscal Year 2013-14 Pursuant Williams Settlement Legislation
- 1.3 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
- 1.4 Approval of Participation in California Partnership Academies Grant for Century and Valley High Schools for 2014-15 School Year

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

308129 - Santa Ana

For the violation of Education Code Section 48900, paragraph C that the Board expel the student from the schools of the District, and that the student may apply for readmission on or after June 19, 2014.

303937 - Valley

For the violation of Education Code Section 48900, paragraph C that the Board expel the student from the schools of the District, and that the student may apply for readmission on or after January 30, 2015.

- 1.6 Ratification of Purchase Order Summary and Listing of Orders \$25,000 and Over for Period of May 28, 2014 through June 10, 2014
- 1.7 Ratification of Expenditure Summary and Warrant Listing for Period of May 28, 2014 through June 10, 2014
- 1.9 Approval and Ratification of Disposal of Obsolete Unrepairable Computer Equipment, Miscellaneous Furniture, Equipment, Library Books and/or Textbooks
- 1.10 Approval of Rejection of Government Code §910 and §910.2 Claims Against Santa Ana Unified School District - File Numbers: 14-16203 JT, 14-16204 JT, 14-16559 RV and 14-16610 RV
- 1.11 Acknowledgement of Receipt of Achievement Peaks Academy Charter Petition
- 1.12 Approval of Personnel Calendar Including the Transition of Specific Staff Members with such Topics as: Hiring, Promotions, Transfers, Resignations, Retirements, and Leaves
- 1.13 Acceptance of Gifts in Accordance with Board Policy 3290 - Gifts, Grants, and Bequests

ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION AND SEPARATE ACTION:

- 1.8 Approval/Ratification of Listing of Agreements/Contracts with Santa Ana Unified School District and Various Consultants Submitted for Period of May 28, 2014 through June 10, 2014

It was moved by Dr. Yamagata-Noji, seconded by Mr. Hernández, and carried 4-0, Mr. Palacio out of the room, to approve/ratify the listing of agreements/contracts with the Santa Ana Unified School District and various consultants submitted for the period of May 28, 2014 through June 10, 2014.

ANNOUNCEMENT

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

PUBLIC HEARING

Assembly Bill 602 Annual Service Plan for 2014-15 School Year

Dr. Yamagata-Noji declared the Public Hearing open. She asked those wishing to address the Board to step to the lectern.

After hearing no comments, Dr. Yamagata-Noji declared the Public Hearing closed.

PRESENTATIONS

District-Wide Assessment Measures to Support Elimination of State Testing, California Standard Test

Dr. Yamagata-Noji called Dr. Rodriguez, Assistant Superintendent, Elementary Education to the lectern. She provided the Board with growth measures and reviewed District-wide assessments related to literacy, mathematics and other content areas.

Revision of Elementary Report Card for 2014-15 School Year

Dr. Yamagata-Noji called Dr. Rodriguez, Assistant Superintendent, Elementary Education to the lectern. She provided a review of the Report Card Collaborative process and best practices criteria.

Discussion of Portable Buildings

Dr. Yamagata-Noji called Mr. Dixon, Assistant Superintendent, Facilities and Governmental Relations to the lectern. He provided the Board with the total remaining portables throughout the District and received Board direction on replacing portable classrooms with permanent buildings.

Nutrition Services Financial Update and Fiscal Crisis Management Assistance Team Study Report

Dr. Yamagata-Noji called Dr. Phillips, Deputy Superintendent, Operations to the lectern. She provided the Board with the Fiscal Crisis & Management Assistant Team - California School Information Services Food Service Review and a multi-year outlook.

Public Disclosure of Tentative Agreement with Communications Workers of America, Local Chapter 9510

Dr. Yamagata-Noji called Mr. McKinney, Associate Superintendent, Human Resources to the lectern. He provided the Board with information related to the Tentative Agreement reached with Communications Workers of America, Local Chapter 9510.

REGULAR AGENDA - ACTION ITEMS

2.0 ADOPTION OF 2014-15 LOCAL CONTROL AND ACCOUNTABILITY PLAN

Action was taken earlier in the meeting.

3.0 ADOPTION OF 2014-15 BUDGET

It was moved by Dr. Yamagata-Noji, seconded by Mr. Richardson, and carried 4-1, to adopt the 2014-15 Budget as presented.

4.0 ADOPTION OF ASSEMBLY BILL 602 ANNUAL SERVICE PLAN FOR 2014-15 SCHOOL YEAR

It was moved by Mr. Richardson, seconded by Dr. Yamagata-Noji, and carried 5-0, to adopt Assembly Bill 602 Annual Service Plan for the 2014-15 school year.

5.0 APPROVAL OF SUBMISSION OF PART I - CONSOLIDATED APPLICATION AND REPORTING SYSTEM TO CALIFORNIA STATE DEPARTMENT OF EDUCATION FOR 2014-15 SCHOOL YEAR

It was moved by Mr. Palacio, seconded by Ms. Iglesias, and carried 5-0, to approve submission of Part I of the Consolidated Application and Reporting System to the California State Department of Education for 2014-15 school year.

6.0 RATIFICATION OF SUBMISSION OF SCHOOL CLIMATE TRANSFORMATION GRANT TO PROVIDE SUPPORT TO SCHOOLS IN POSITIVE BEHAVIOR INTERVENTION SUPPORT IMPLEMENTATION AND SUBSTANCE ABUSE PREVENTION

Dr. Yamagata-Noji received consensus from the Board to remove the item from the Agenda with no action taken.

7.0 AUTHORIZATION TO RENEW SUBSCRIPTIONS FOR ACCELERATED READER AND STAR READING WITH RENAISSANCE LEARNING, INC. FOR 2014-16 SCHOOL YEARS

It was moved by Dr. Yamagata-Noji, seconded by Mr. Richardson, and carried 5-0, to authorize administration to renew subscription with Renaissance Learning, Inc., for STAR Reading and Accelerated Reader for the 2014-16 school years.

8.0 APPROVAL OF AGREEMENT WITH NORTHWEST EVALUATION ASSOCIATION FOR 2014-15 SCHOOL YEAR

It was moved by Mr. Palacio, seconded by Dr. Yamagata-Noji, and carried 5-0, to approve the agreement with Northwest Evaluation Association (NWEA) for the 2014-15 school year.

9.0 APPROVAL OF AGREEMENT NO. FCI-SD2-22 WITH CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY FOR 2014-17 PROGRAM YEARS

It was moved by Mr. Richardson, seconded by Mr. Palacio, and carried 5-0, to approve the agreement No. FCI-SD2-22 with Children and Families Commission of Orange County for the 2014-17 program years.

10.0 APPROVAL OF AMENDMENT TO BOND OVERSIGHT COMMITTEE BYLAWS

It was moved by Mr. Palacio, seconded by Mr. Richardson, and carried 5-0, to approve the amendment to the Bond Oversight Committee Bylaws as incorporated.

11.0 ADOPTION OF RESOLUTION NO. 13/14-3017 - AUTHORIZING ANNUAL LEVY OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF SANTA ANA UNIFIED SCHOOL DISTRICT CENTRAL PARK PROJECT FOR FISCAL YEAR 2014-15

It was moved by Mr. Richardson, seconded by Mr. Palacio, and carried 4-1, Ms. Iglesias dissenting, to adopt Resolution No. 13/14-3017 authorizing the annual levy of special taxes within Community Facilities District No. 2004-1 of the Santa Ana Unified School District Central Park Project for fiscal year 2014-15.

12.0 AUTHORIZATION TO AWARD CONTRACT FOR BID PACKAGE NO. 1 DISCONNECT EXISTING UTILITIES, SITE CLEARING, SELECTIVE DEMOLITION, GRADING, COMPACTION GROUTING, SWPPP, ASBESTOS AND LEAD ABATEMENT, EXCAVATION, BACKFILL AND COMPACTING FOR STRUCTURES, AND ABATEMENT OF HAZARDOUS MATERIALS AT MITCHELL CHILD DEVELOPMENT CENTER

It was moved by Mr. Richardson, seconded by Mr. Palacio, and carried 5-0, to authorize staff to award a contract to Elite Earthworks & Engineering dba GK Backlund for Bid Package No. 1 disconnect existing utilities, site clearing selective demolition, grading, compaction grouting, SWPPP, asbestos and lead abatement, excavation, backfill and compacting for structures, and abatement of hazardous materials at Mitchell Child Development Center in the amount of \$1,110,000.

13.0 AUTHORIZATION TO AWARD CONTRACT FOR BID PACKAGE NO. 1 - DEMOLITION AT SANTA ANA UNIFIED SCHOOL DISTRICT SPORTS COMPLEX

It was moved by Mr. Hernández, seconded by Mr. Richardson, and carried 5-0, to authorize staff to award a contract to Dalke & Sons Construction, Inc. for Bid Package No. 1 demolition at Santa Ana Unified School District Sports Complex in the amount of \$376,480.

14.0 AUTHORIZATION TO UTILIZE SANTA CLARITA VALLEY SCHOOL FOOD SERVICES AGENCY AND MURRIETA VALLEY UNIFIED SCHOOL DISTRICT CONTRACTS WITH GOLD STAR FOODS, INC.

It was moved by Mr. Richardson, seconded by Ms. Iglesias, and carried 5-0, to authorize staff to utilize Santa Clarita Valley School Food Services Agency and Murrieta Valley Unified School District contracts for the purchase and distribution of United States Department of Agriculture (USDA) commodities, frozen foods, and produce with Gold Star Foods, Inc., pursuant to piggyback contract numbers: 13-14-01012014-1, 11-12-31012012-01 and P-022213.

15.0 AUTHORIZATION TO RENEW CONTRACT FOR DISTRICT LEGAL SERVICES FOR VARIOUS DEPARTMENTS FOR 2014-15 FISCAL YEAR

It was moved by Mr. Palacio, seconded by Dr. Yamagata-Noji, and carried 5-0, to approve consulting agreement with Atkinson, Andelson, Loya, Ruud & Romo for District legal services for the 2014-15 fiscal year.

16.0 APPROVAL OF STUDENT TEACHER, INTERN, AND FIELDWORK AGREEMENT WITH BIOLA UNIVERSITY, INC., CHAPMAN UNIVERSITY, CALIFORNIA STATE UNIVERSITY, FULLERTON, NATIONAL UNIVERSITY, AND UNIVERSITY OF REDLANDS

It was moved by Mr. Hernández, seconded by Mr. Richardson, and carried 5-0, to approve of student teacher, intern, and fieldwork agreement with Biola University, Inc., Chapman University, California State University, Fullerton, National University, and the University of Redlands.

17.0 APPROVAL OF NEW JOB DESCRIPTION, MANAGER OF LOGISTICS

It was moved by Mr. Hernández, seconded by Mr. Richardson, and carried 5-0, to approve the new job description of Manager of Logistics.

BOARD AND STAFF REPORTS/ACTIVITIES

Mr. Palacio

- Thanked staff and Board members for the Local Control and Accountability Plan process.
- Attended the District Retirees Reception; very well received.
- Enjoyed the Alternative High School graduations.

Mr. Richardson

- Enjoyed graduations; uplifting and positive.
- Student Leadership Conference hosted at Valley High School; nice event.

Ms. Iglesias

- Appreciated the successful graduations; very well received.

Dr. Yamagata-Noji

- Congratulated all students who promoted and graduated.
- Thanked the building services department for their assistance with Artspiration work and commencements; staff was professional and engaged.

REPORT OF ACTION TAKEN IN CLOSED SESSION

By a vote of 4-0, the Board took action to appoint Nadia Hillman, Ed.D., to the position of Executive Director, Elementary Curriculum and Instruction.

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

By a vote of 4-0, the Board took action to appoint Tran D. Keys, Ph.D., to the position of Executive Director, Research and Evaluation.

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

ADJOURNMENT

There being no further business to come before the Board, Dr. Yamagata-Noji adjourned the meeting at 10:02 p.m.

The next Regular Meeting will be held on Tuesday, July 22, 2014, at 6:00 p.m.

ATTEST:

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

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - June 24, 2014

| NAME | POSITION | SITE | EFF. DATE | END DATE | COMMENTS |
|-----------------------------------|---------------------------------|-------------------|-----------------|----------|-------------------------------------|
| RETIREMENTS | | | | | |
| Duncan, Bertha | Teacher | Monte Vista | June 20, 2014 | | Retirement - 20 years |
| Faden, Marlene | Teacher | Willard | June 20, 2014 | | Retirement - 20 years |
| RETIREMENTS (CORRECTION) | | | | | |
| Crough, Deborah | Teacher | Saddleback | June 20, 2014 | | Retirement - 29 years |
| RESIGNATIONS | | | | | |
| Luh, Jane | Librarian | Godinez | June 28, 2011 | | Moving, Personal - 4 years |
| Marrujo, Elaina | Speech and Language Pathologist | Speech Department | June 20, 2014 | | Accepted another position - 4 years |
| NEW HIRES/RE-HIRES 2014-15 | | | | | |
| Marting, Danielle | Teacher | Santa Ana | August 27, 2014 | | Rehire - Intern |

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
 Board Meeting - June 24, 2014

| NAME | POSITION | SITE | EFF. DATE | END DATE | COMMENTS |
|---|----------|------------|-----------------|-----------------|-------------------------|
| ABSENCE (3 to 20 duty days) - Without Pay with Benefits | | | | | |
| Mangiarotti, Alessandra | Teacher | Segerstrom | June 9, 2014 | June 20, 2014 | Family Responsibilities |
| LEAVE (21 duty days or more) - Without Pay and Without Benefits | | | | | |
| Twitchell, Lara | Teacher | Hoover | August 27, 2014 | June 19, 2015 | Personal |
| CALIFORNIA FAMILY RIGHTS ACT (3 to 20 duty days) - Paid with Benefits | | | | | |
| Veit, Patrick | Teacher | Segerstrom | June 10, 2014 | June 20, 2014 | Statutory |
| CALIFORNIA FAMILY RIGHTS ACT (21 duty day or more) - Paid with Benefits | | | | | |
| Price-Flores, Deborah | Teacher | Mitchell | June 2, 2014 | August 31, 2014 | Statutory |
| FAMILY CARE AND MEDICAL LEAVE ABSENCE (3 to 20 duty days) - Paid with Benefits | | | | | |
| Orozco, Mayra | Teacher | Valley | June 2, 2014 | August 29, 2014 | Statutory |
| Veit, Patrick | Teacher | Segerstrom | June 10, 2014 | June 20, 2014 | Statutory |
| FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Paid with Benefits | | | | | |
| Price-Flores, Deborah | Teacher | Mitchell | June 2, 2014 | August 31, 2014 | Statutory |

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - June 24, 2014

| NAME | POSITION | SITE | EFF. DATE | END DATE | COMMENTS |
|---|-----------------------|--|---------------|-------------------------------------|-------------------|
| EXTENSION ON CALIFORNIA FAMILY RIGHTS ACT (21 duty days or more) - Paid with Benefits | | | | | |
| Schellinger, Maurya | Teacher | Carver | June 2, 2014 | June 20, 2014 | Statutory |
| EXTENSION ON FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Paid with Benefits | | | | | |
| Schellinger, Maurya | Teacher | Carver | June 2, 2014 | June 20, 2014 | Statutory |
| CHANGE IN DATE FAMILY CARE AND MEDICAL LEAVE (3 to 20 duty days) - Paid with Benefits | | | | | |
| Salafia-Bellomo, Jamie | Curriculum Specialist | English Learner Programs and Student Achievement | May 16, 2014 | From June 23, 2014 to June 13, 2014 | Statutory |
| CHANGE IN DATE CALIFORNIA FAMILY RIGHTS ACT (3 to 20 duty days) - Paid with Benefits | | | | | |
| Salafia-Bellomo, Jamie | Curriculum Specialist | English Learner Programs and Student Achievement | May 16, 2014 | From June 23, 2014 to June 13, 2014 | Statutory |
| EXTENDED WORK YEAR 2013-14 | | | | | |
| Fast, Juanita | Curriculum Specialist | Educational Technology | June 24, 2014 | June 30, 2014 | 5 Additional Days |

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| NAME | POSITION | SITE | EFF. DATE | END DATE | COMMENTS |
|---|---|--------------------------|-----------------|---------------|---------------------|
| EXTENDED WORK YEAR 2013-14 (Continued) | | | | | |
| Lofink, David | Curriculum Specialist | Educational Technology | June 23, 2014 | June 30, 2014 | 6 Additional Days |
| EXTENDED WORK YEAR 2014-15 | | | | | |
| Russell-Garcia, Jacqueline | Career Community Educational Specialist | Muir/Transition Programs | August 20, 2014 | June 26, 2015 | 10 Additional Days |
| Skibby, Alicia | Program Specialist | Human Resources | July 1, 2014 | July 15, 2014 | 10 Additional Days |
| EXTRA DUTY 2012-13 | | | | | |
| Brito, Lucio | Teacher | Godinez | August 16, 2012 | June 14, 2013 | Extra Period |
| EXTRA DUTY 2013-14 | | | | | |
| Brooks, Cheryl | Speech and Language Pathologist | Speech Department | June 20, 2014 | June 30, 2014 | Regular Hourly Rate |
| Castelazo, Cindy | Speech and Language Pathologist | Speech Department | June 20, 2014 | June 30, 2014 | Regular Hourly Rate |
| Gwinup, Andrea | Speech and Language Pathologist | Speech Department | June 20, 2014 | June 30, 2014 | Regular Hourly Rate |

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| NAME | POSITION | SITE | EFF. DATE | END DATE | COMMENTS |
|---------------------------------------|---------------------------------|-------------------------|---------------|---------------|-------------------------------|
| EXTRA DUTY 2013-14 (Continued) | | | | | |
| Hernandez, Stephanie | Speech and Language Pathologist | Speech Department | June 20, 2014 | June 30, 2014 | Regular Hourly Rate |
| Lefler, Kera | Speech and Language Pathologist | Speech Department | June 20, 2014 | June 30, 2014 | Regular Hourly Rate |
| Malczynski, Jan | Speech and Language Pathologist | Speech Department | June 20, 2014 | June 30, 2014 | Regular Hourly Rate |
| Parsel, Tori | Speech and Language Pathologist | Speech Department | June 20, 2014 | June 30, 2014 | Regular Hourly Rate |
| Pfotenhauer, Elise | Speech and Language Pathologist | Speech Department | June 20, 2014 | June 30, 2014 | Regular Hourly Rate |
| Rau, Dale | Speech and Language Pathologist | Speech Department | June 20, 2014 | June 30, 2014 | Regular Hourly Rate |
| Saenz, Jennifer | Speech and Language Pathologist | Speech Department | June 20, 2014 | June 30, 2014 | Regular Hourly Rate |
| Tellez, Stephanie | Teacher | Mitchell | June 23, 2014 | June 30, 2014 | Regular Hourly Rate |
| Vander-Molen, Marsha | Substitute | Research and Evaluation | June 2, 2014 | June 3, 2014 | Retired Substitute Daily Rate |

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| NAME | POSITION | SITE | EFF. DATE | END DATE | COMMENTS |
|---------------------------------------|---------------------------------|-------------------------|--------------|----------------|-------------------------------|
| EXTRA DUTY 2013-14 (Continued) | | | | | |
| Vander-Molen, Marsha | Substitute | Research and Evaluation | June 4, 2014 | June 4, 2014 | Retired Substitute Daily Rate |
| EXTRA DUTY 2014-15 | | | | | |
| Brooks, Cheryl | Speech and Language Pathologist | Speech Department | July 1, 2014 | August 1, 2014 | Regular Hourly Rate |
| Castelazo, Cindy | Speech and Language Pathologist | Speech Department | July 1, 2014 | August 1, 2014 | Regular Hourly Rate |
| Corell, Julie | Speech and Language Pathologist | Speech Department | July 1, 2014 | August 1, 2014 | Regular Hourly Rate |
| Gwinup, Andrea | Speech and Language Pathologist | Speech Department | July 1, 2014 | August 1, 2014 | Regular Hourly Rate |
| Hernandez, Stephanie | Speech and Language Pathologist | Speech Department | July 1, 2014 | August 1, 2014 | Regular Hourly Rate |
| Lefler, Kera | Speech and Language Pathologist | Speech Department | July 1, 2014 | August 1, 2014 | Regular Hourly Rate |

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| NAME | POSITION | SITE | EFF. DATE | END DATE | COMMENTS |
|---------------------------------------|---|--------------------------|--------------|----------------|---------------------|
| EXTRA DUTY 2014-15 (Continued) | | | | | |
| Malczynski, Jan | Speech and Language Pathologist | Speech Department | July 1, 2014 | August 1, 2014 | Regular Hourly Rate |
| Miao, Glenda | Psychologist | Psychological Services | July 1, 2014 | July 31, 2014 | Regular Hourly Rate |
| Parsel, Tori | Speech and Language Pathologist | Speech Department | July 1, 2014 | August 1, 2014 | Regular Hourly Rate |
| Pfotenhauer, Elise | Speech and Language Pathologist | Speech Department | July 1, 2014 | August 1, 2014 | Regular Hourly Rate |
| Rau, Dale | Speech and Language Pathologist | Speech Department | July 1, 2014 | August 1, 2014 | Regular Hourly Rate |
| Russell-Garcia, Jacqueline | Career Community Educational Specialist | Muir/Transition Programs | July 1, 2014 | June 30, 2014 | Regular Hourly Rate |
| Saenz, Jennifer | Speech and Language Pathologist | Speech Department | July 1, 2014 | August 1, 2014 | Regular Hourly Rate |
| Tellez, Stephanie | Teacher | Mitchell | July 1, 2014 | August 1, 2014 | Regular Hourly Rate |
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| NAME | POSITION | SITE | EFF. DATE | END DATE | COMMENTS |
|---|----------|------------------|-----------|----------|----------|
| SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS | | | | | |
| Adams, Jeffrey | | Adult Transition | | | |
| Agahi, Fariba | | Muir | | | |
| Aguirre, Gabriela | | Heninger | | | |
| Ahluwalia, Amrita | | Taft | | | |
| Aldrich, Nichole | | Roosevelt | | | |
| Almanzar, Pete | | Spurgeon | | | |
| Alvarez, Lorena | | Heninger | | | |
| Bailey, Kathleen | | NOVA | | | |
| Barboza, Marlene | | Valley | | | |
| Batiste, Cheryl | | Santa Ana | | | |
| Becerra, Ana | | Santa Ana | | | |
| Beers, Jean | | Spurgeon | | | |
| Bell, Everett | | Century | | | |
| Benavides, Yajahira | | Heninger | | | |
| Ben-Jacob, Ashley | | Taft | | | |
| Berger, Jill | | Seegerstrom | | | |
| Birmie, Spencer | | Adult Transition | | | |
| Blake, Anne | | Washington | | | |
| Blankenship, Linda | | Roosevelt | | | |
| Bonnema, Telly | | Muir | | | |
| Brito, Lucio | | Godinez | | | |
| Brooks, Gary | | Washington | | | |
| Caetta, James | | Century | | | |
| Carlson, Jonathan | | Spurgeon | | | |
| Carney, Jann | | Spurgeon | | | |

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| NAME | POSITION | SITE | EFF. DATE | END DATE | COMMENTS |
|---|----------|-------------------|-----------|----------|----------|
| SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS (Continued) | | | | | |
| Cerne, Elisabeth | | Muir | | | |
| Cervantes, Julissa | | Heninger | | | |
| Childress, Allen | | Lincoln | | | |
| Chino, Brenda | | Washington | | | |
| Cifuentes, Adolfo | | Heninger | | | |
| Cobb, Jessica | | Muir | | | |
| Cockrill, Kelly | | Mitchell | | | |
| Cortez, Francisco | | Spurgeon | | | |
| Cortez, Nasser | | Taft | | | |
| Creaghe, Lorena | | Spurgeon | | | |
| Cuellar, Alice | | Special Education | | | |
| Dallazen, Marcia-Deloi | | Saddleback | | | |
| Dang, Stephanie | | Mitchell | | | |
| Delgado, Gabriel | | Chavez | | | |
| Delgado, Oscar | | Lorin Grisnet | | | |
| Detviler, Tammyra | | Santa Ana | | | |
| Diaz Millan, Ana | | Lincoln | | | |
| Dodge, Michelle | | Walker | | | |
| Domingo, Crystal | | Roosevelt | | | |
| Durica, Karen | | Spurgeon | | | |
| Ehlow, Lisa | | Roosevelt | | | |
| Eidenmuller, Gail | | Washington | | | |
| Elizondo-Rodriguez, Leslie | | Valley | | | |
| Esqueda, Edith | | Taft | | | |

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| NAME | POSITION | SITE | EFF. DATE | END DATE | COMMENTS |
|---|----------|--------------------------|-----------|----------|----------|
| SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS (Continued) | | | | | |
| Esquivel, Elizabeth | | Muir | | | |
| Fedele, Stephen | | Godinez | | | |
| Fiege-Kollmann, Ylva | | Special Education | | | |
| Flores, Jennifer | | Segerstrom | | | |
| Fulford, Lori | | Muir | | | |
| Gabaldon, Robert | | Valley | | | |
| Garcia, Eneida | | Lincoln | | | |
| Garcia, Francisco | | Lincoln | | | |
| Garcia, Kimberly A. | | Taft | | | |
| Gomez-Pedroza, Laura | | Chavez | | | |
| Gonzales, Christopher | | Saddleback | | | |
| Gonzalez, Maria L. | | Taft | | | |
| Gonzalez, Marina | | Taft | | | |
| Graham, Natalie | | Taft | | | |
| Gregory, Caitlyn | | Spurgeon | | | |
| Gregrow, Stacey | | Special Education | | | |
| Guerra, Gustavo | | Taft | | | |
| Gutierrez, Armando | | Roosevelt/ Saddleback | | | |
| Guzman, Evelyn | | Taft | | | |
| Halewijn, Paul | | Spurgeon | | | |
| Hanna, Howida | | Mitchell | | | |
| Harrington, Judy | | Walker | | | |
| Hendy, Tiffany | | Muir | | | |
| Heneghan, Daniel | | Spurgeon | | | |

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|---|----------|-------------------|-----------|----------|----------|
| SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS (Continued) | | | | | |
| Hernandez, Maricecy | | Muir | | | |
| Hernandez, Robert | | Valley | | | |
| Heusser, Brianne | | Mitchell | | | |
| Hogg, Allison | | Spurgeon | | | |
| Holley, Lori | | Taft | | | |
| Hoolihan, Kathleen | | Muir | | | |
| Howell, Andrea | | Mitchell | | | |
| Hughes, Shawna | | Special Education | | | |
| Hunter, Mark | | Taft | | | |
| Ingebrigtsen, Kortni | | Taft | | | |
| Jacovides, Alexis | | Godinez | | | |
| Jamison, Shawn | | Spurgeon | | | |
| Jaramillo, Rosa | | Taft | | | |
| Jarvis, Sarah | | Spurgeon | | | |
| Katz, Mark | | Adult Transition | | | |
| Keller, Ruth | | Spurgeon | | | |
| Kennedy, Cathleen | | Adult Transition | | | |
| Kohut-Clements, Carrie | | Taft | | | |
| Koopman, Lynsey | | Muir | | | |
| Krupinski, Debra | | Taft | | | |
| Krylovetsky, Rosa | | Washington | | | |
| Lee, Darlyn | | Century | | | |
| Leenen, Rona | | Roosevelt | | | |
| Leonard, Sean | | Godinez | | | |
| Levitin, Ganna | | Taft | | | |

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| NAME | POSITION | SITE | EFF. DATE | END DATE | COMMENTS |
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| SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS (Continued) | | | | | |
| Lopez, Luis | | Segerstrom | | | |
| MacLeod, Olivia | | Mitchell | | | |
| Maldonado, Angela | | Segerstrom | | | |
| Marting, Danielle | | Santa Ana | | | |
| Mata-Azvedo, Theresa | | Taft | | | |
| Maynor, Amanda | | Washington | | | |
| McClelland, Christina | | Taft | | | |
| McConnell, Amanda | | Century | | | |
| McEntee, Jeffrey | | Spurgeon | | | |
| McMahon, Patrick | | Muir | | | |
| Meade, Donna | | Heninger | | | |
| Mendoza, Eskayla | | Mitchell | | | |
| Micka, Justin | | Saddleback | | | |
| Miyashiro, Maria | | Roosevelt | | | |
| Mohr, Lawrence | | Saddleback | | | |
| Momborg, Julie | | Saddleback | | | |
| Montes, Karina | | Taft | | | |
| Montgomery, Guy | | Century | | | |
| Morales, Charleen | | Spurgeon | | | |
| Morris, Elisa | | Mitchell | | | |
| Nelson, Kurt | | Walker | | | |
| Newman, Heather | | Lincoln | | | |
| Nguyen-Lee, Cyndy | | Roosevelt | | | |
| Nihiser, Chrystina | | Century | | | |
| Nixon, Walter | | Spurgeon | | | |

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|---|----------|------------------|-----------|----------|----------|
| SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS (Continued) | | | | | |
| Nolan, Mackenzie | | Mitchell | | | |
| O'Connell, James | | Saddleback | | | |
| Olivas, Erika | | Muir | | | |
| Olsen, Shane | | Adult Transition | | | |
| Olsen, Terri | | Spurgeon | | | |
| Ortiz, Brenda | | Valley | | | |
| Orville, Jan | | Muir | | | |
| Oslanker, Rebecca | | Washington | | | |
| Palacios, Rosa | | Heninger | | | |
| Pelosi, Carol | | Walker | | | |
| Pionessa, Carolyn | | Lincoln | | | |
| Ponce, Magaly | | Muir | | | |
| Pondell, Katrina | | Adult Transition | | | |
| Prado, Gabriel | | Lincoln | | | |
| Quintero, Eliseo | | Mitchell | | | |
| Ramirez, Hayley | | Mitchell | | | |
| Ramirez, Scott | | Mitchell | | | |
| Ramsay, Cynthia | | Heninger | | | |
| Reh, Myava | | Lincoln | | | |
| Reyes, Robert | | Roosevelt | | | |
| Robledo, Nancy | | Mitchell | | | |
| Roman, Maria D. | | Heninger | | | |
| Rosenberg, Joel | | Santa Ana | | | |
| Rubio, Paul | | Taft | | | |
| Salgado, Veronica | | Taft | | | |

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|---|----------|-------------------|-----------|----------|----------|
| SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS (Continued) | | | | | |
| Saliba, Kimberly | | Taft | | | |
| Sanchez Jimenez, Mayra | | Special Education | | | |
| Sanchez, Maria A. | | Heninger | | | |
| Sanchez, Rogelio | | Spurgeon | | | |
| Sandoval, Paula | | Segerstrom | | | |
| Schlensker, Nicholas | | Valley | | | |
| Scott, Robin | | Roosevelt | | | |
| Shimasaki, Darren | | Valley | | | |
| Skelton, Jennifer | | Century | | | |
| Steiman, Angela | | Walker | | | |
| Smith, Blake | | Valley | | | |
| Stadler, Carolyn | | Santa Ana | | | |
| Stout, John | | Special Education | | | |
| Strauss, Stephanie | | Special Education | | | |
| Sturdivant, Lynne | | Muir | | | |
| Swanson, Eric | | Spurgeon | | | |
| Tadros, Karen | | Heninger | | | |
| Taylor, Jennifer | | Taft | | | |
| Taylor, Marie | | Muir | | | |
| Tellez, Stephanie | | Mitchell | | | |
| Torres, Armando | | Spurgeon | | | |
| Torres, Josue J. | | Lincoln | | | |
| Turner, Susy | | Mitchell | | | |
| Uranga, Yvonne | | Mitchell | | | |
| Uribe, Esther | | Mitchell | | | |

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| SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS (Continued) | | | | | |
| Vance, David | | Adult Transition | | | |
| Vazquez, Hugo | | Washington | | | |
| Vijayvargiya, Shalini | | Muir | | | |
| Warner, Denise | | Roosevelt | | | |
| Watts, Matthew | | Godinez | | | |
| Weiss, Debra | | Saddleback | | | |
| Wiebe, Christine | | Washington | | | |
| Yanes, Priscilla | | Mitchell | | | |
| Yu-Oliva, Sueying | | Saddleback | | | |
| Zanca, Rita | | Taft | | | |
| Zarate, Rosa | | Adult Transition | | | |
| SUMMER EXTENDED SCHOOL YEAR (ESY) SCHOOL NURSES | | | | | |
| Yhuarte, Laurie | | Pupil Support Services | June 24, 2014 | July 30, 2014 | |
| Zermeno, Sommer | | Pupil Support Services | June 24, 2014 | July 30, 2014 | |
| SUMMER EXTENDED SCHOOL YEAR (ESY) SPEECH AND LANGUAGE PATHOLOGIST | | | | | |
| Arismendi, Cheryl | | Speech Department | | | |
| Brooks, Cheryl | | Speech Department | | | |
| Cool, Susan | | Speech Department | | | |
| Gaschen, Tracy | | Speech Department | | | |

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|--|----------|------------------------|---------------|-----------------|------------------------|
| SUMMER EXTENDED SCHOOL YEAR (ESY) SPEECH AND LANGUAGE PATHOLOGIST (Continued) | | | | | |
| Hernandez, Stephanie | | Speech Department | | | |
| Larson, Mary | | Speech Department | | | |
| Lefler, Kera | | Speech Department | | | |
| Lubetkin, Martie | | Speech Department | | | |
| Norton, Julie | | Speech Department | | | |
| Pfotenhauer, Elise | | Speech Department | | | |
| Rau, Dale | | Speech Department | | | |
| Sanderson, Shawn | | Speech Department | | | |
| Tamayo-Nikolenko, Judith | | Speech Department | | | |
| Yastrov, Carol | | Speech Department | | | |
| SUMMER EXTENDED SCHOOL YEAR (ESY) HOME TEACHERS | | | | | |
| Batiste, Cheryl | | Pupil Support Services | June 23, 2014 | August 21, 2014 | If and as needed basis |
| Birnie, Spencer | | Pupil Support Services | June 23, 2014 | August 21, 2014 | If and as needed basis |
| Borgese, Joseph | | Pupil Support Services | June 23, 2014 | August 21, 2014 | If and as needed basis |
| Bremmer, Amber | | Pupil Support Services | June 23, 2014 | August 21, 2014 | If and as needed basis |
| Childress, Allen | | Pupil Support Services | June 23, 2014 | August 21, 2014 | If and as needed basis |

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|--|----------|------------------------|---------------|-----------------|------------------------|
| SUMMER EXTENDED SCHOOL YEAR (ESY) HOME TEACHERS (Continued) | | | | | |
| Delgado, Alejandro | | Pupil Support Services | June 23, 2014 | August 21, 2014 | If and as needed basis |
| Fedele, Stephen | | Pupil Support Services | June 23, 2014 | August 21, 2014 | If and as needed basis |
| Floriano, Raquel | | Pupil Support Services | June 23, 2014 | August 21, 2014 | If and as needed basis |
| Grajeda, Glorice | | Pupil Support Services | June 23, 2014 | August 21, 2014 | If and as needed basis |
| Heneghan, Daniel | | Pupil Support Services | June 23, 2014 | August 21, 2014 | If and as needed basis |
| Herrera, Keith | | Pupil Support Services | June 23, 2014 | August 21, 2014 | If and as needed basis |
| Levitin, Ganna | | Pupil Support Services | June 23, 2014 | August 21, 2014 | If and as needed basis |
| Lopez, Luis | | Pupil Support Services | June 23, 2014 | August 21, 2014 | If and as needed basis |
| Mctigue, Marilena | | Pupil Support Services | June 23, 2014 | August 21, 2014 | If and as needed basis |
| Meade, Donna | | Pupil Support Services | June 23, 2014 | August 21, 2014 | If and as needed basis |
| Morris, Elisa | | Pupil Support Services | June 23, 2014 | August 21, 2014 | If and as needed basis |
| Negrete Aguayo, Edaena | | Pupil Support Services | June 23, 2014 | August 21, 2014 | If and as needed basis |

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| SUMMER EXTENDED SCHOOL YEAR (ESY) HOME TEACHERS (Continued) | | | | | |
| Nelson, Kurt | | Pupil Support Services | June 23, 2014 | August 21, 2014 | If and as needed basis |
| Nessel, Gina | | Pupil Support Services | June 23, 2014 | August 21, 2014 | If and as needed basis |
| Olsen, Terri | | Pupil Support Services | June 23, 2014 | August 21, 2014 | If and as needed basis |
| Ramirez, Brandi | | Pupil Support Services | June 23, 2014 | August 21, 2014 | If and as needed basis |
| Reyes, Robert | | Pupil Support Services | June 23, 2014 | August 21, 2014 | If and as needed basis |
| Reynozo, Jesse | | Pupil Support Services | June 23, 2014 | August 21, 2014 | If and as needed basis |
| Rivett, Victoria | | Pupil Support Services | June 23, 2014 | August 21, 2014 | If and as needed basis |
| Sanchez Jimenez, Mayra | | Pupil Support Services | June 23, 2014 | August 21, 2014 | If and as needed basis |
| Sanchez, Rudy | | Pupil Support Services | June 23, 2014 | August 21, 2014 | If and as needed basis |
| Sandoval, Paula | | Pupil Support Services | June 23, 2014 | August 21, 2014 | If and as needed basis |
| Shimasaki, Darren | | Pupil Support Services | June 23, 2014 | August 21, 2014 | If and as needed basis |
| Sleiman, Angela | | Pupil Support Services | June 23, 2014 | August 21, 2014 | If and as needed basis |

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| SUMMER EXTENDED SCHOOL YEAR (ESY) HOME TEACHERS (Continued) | | | | | |
| Smith, Blake | | Pupil Support Services | June 23, 2014 | August 21, 2014 | If and as needed basis |
| Towner, Michele | | Pupil Support Services | June 23, 2014 | August 21, 2014 | If and as needed basis |
| Wiebe, Christine | | Pupil Support Services | June 23, 2014 | August 21, 2014 | If and as needed basis |
| Zamudio, Alma | | Pupil Support Services | June 23, 2014 | August 21, 2014 | If and as needed basis |
| SUMMER SCHOOL TEACHERS | | | | | |
| Aguilar-Ramirez, Guadalupe | | Segerstrom | | | |
| Alonzo, Yvonne | | Segerstrom | | | |
| Anaya, Felipe | | Century Valley | | | |
| Armstrong, Mark | | Century Valley | | | |
| Ashkiani, Ali | | Century Valley | | | |
| Berger, Michael | | Lorin Grisnet | | | |
| Bomgren, Deborah | | Griset/Chavez | | | |
| Booker, Howard | | Lorin Grisnet | | | |
| Boukova, Roumyana | | Chavez | | | |
| Bradshaw, Christopher | | Segerstrom | | | |
| Callanan, Jill | | Saddleback | | | |
| Cantu, Malissa | | Saddleback | | | |
| Cardenas, Marisol | | Valley | | | |

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| SUMMER SCHOOL TEACHERS (Continued) | | | | | |
| Cass, Justin Troy | | Chavez | | | |
| Castro, Laura | | Century | | | |
| C'De Baca, Cooper | | Godinez Valley | | | |
| Cervantes, Alfredo L. | | Chavez | | | |
| Chawke, Michael | | Century | | | |
| Chen, George | | Chavez | | | |
| Cheser, Ron | | Segerstrom Valley | | | |
| Clupper, Michael | | Century | | | |
| Collins, Michael | | Godinez | | | |
| Contreras, Juan C. | | Century | | | |
| Contreras, Miriam | | Century | | | |
| Cortes, Teodoro | | Saddleback | | | |
| Covey, Richard | | Valley | | | |
| Crewe, Dominic | | Saddleback | | | |
| Czaja, Gregory | | Saddleback | | | |
| Dalton, Monica | | Santa Ana | | | |
| De Los Santos, Victor | | Valley | | | |
| Dhenin, Maleah | | Valley | | | |
| Douglas, Marion | | Valley | | | |
| Dreyer, Claire | | Segerstrom | | | |
| Dugan, Laurie | | Century | | | |
| Duran, Corrine | | Godinez | | | |
| Elizondo, Gerard | | Century | | | |
| Elway, Mark | | Segerstrom | | | |
| Espinosa, Annie | | | | | |

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

**Personnel Calendar
 Board Meeting - June 24, 2014**

| NAME | POSITION | SITE | EFF. DATE | END DATE | COMMENTS |
|---|----------|------------|-----------|----------|----------|
| SUMMER SCHOOL TEACHERS (Continued) | | | | | |
| Espinoza, Rosalina | | Century | | | |
| Fenwick, Randolph | | Segerstrom | | | |
| Feuerborn, Joyce | | Godinez | | | |
| Florance, Joseph | | Segerstrom | | | |
| Ford, Tiffany | | Saddleback | | | |
| Gammig, Michael | | Godinez | | | |
| Garcia, Juan | | Santa Ana | | | |
| Garcia, Raul | | Segerstrom | | | |
| Garcia, Teresa D. | | Godinez | | | |
| Gerdes, Stephanie | | Valley | | | |
| Gharda, Roene | | Godinez | | | |
| Gibson, Jonathan | | Saddleback | | | |
| Glenn, Thomas | | Saddleback | | | |
| Glover, Valerie | | Saddleback | | | |
| Golden, Darcee | | Godinez | | | |
| Gomez, Adrian | | Segerstrom | | | |
| Gomeztrejo, Fred | | Godinez | | | |
| Gonzalez, Alvar | | Santa Ana | | | |
| Goodrich, Nathan | | Century | | | |
| Gordon, Roger | | Saddleback | | | |
| Gutierrez, Rene | | Valley | | | |
| Harris, Donzelle | | Santa Ana | | | |
| Harrison, Thomas | | Century | | | |
| Hess, Thomas | | Godinez | | | |
| Hinman, Robert | | Santa Ana | | | |

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

**Personnel Calendar
 Board Meeting - June 24, 2014**

| NAME | POSITION | SITE | EFF. DATE | END DATE | COMMENTS |
|---|----------|--------------|-----------|----------|----------|
| SUMMER SCHOOL TEACHERS (Continued) | | | | | |
| Hoffmann, Alan | | Century | | | |
| Humphrey, Geraldine | | Valley | | | |
| Johnson, Lara | | Segerstrom | | | |
| Johnston, Margery | | Godinez | | | |
| Kaviani, Revital | | Godinez | | | |
| Keeling, Lynette | | Godinez | | | |
| Kirchberg, John | | Valley | | | |
| Kong, Dawn | | Saddleback | | | |
| Konstan, Mona | | Godinez | | | |
| Lara, Ricardo | | Santa Ana | | | |
| Le, Rose | | Santa Ana | | | |
| Leung, Nancy | | Valley | | | |
| Leyva, Jeffery | | Lorin Grisct | | | |
| Lillie, Brian | | Segerstrom | | | |
| Loh, Brenda | | Segerstrom | | | |
| Lopez, Veronica L. | | Valley | | | |
| Lubba, Marcus | | Segerstrom | | | |
| Maceranka, Michael | | Segerstrom | | | |
| Malagon, Arnulfo | | Chavez | | | |
| Maldonado, Gloria | | Chavez | | | |
| Manntai, Eric | | Saddleback | | | |
| Martinez, Roman | | Santa Ana | | | |
| Mateo, Amelia | | Valley | | | |
| Mc Cook, Robert | | Santa Ana | | | |
| Mc Mahon, Jeanette | | Godinez | | | |

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - June 24, 2014

| NAME | POSITION | SITE | EFF. DATE | END DATE | COMMENTS |
|---|----------|--------------|-----------|----------|----------|
| SUMMER SCHOOL TEACHERS (Continued) | | | | | |
| McCluskey, Kameron | | Godinez | | | |
| Mitchell, Glenn | | Saddleback | | | |
| Mitsicourides, Alexander | | Griset | | | |
| Mohammadi, Mehdi | | Valley | | | |
| Morris, Thomas IV | | Valley | | | |
| Musngi, Noemi | | Godinez | | | |
| Nguyen, Michael | | Santa Ana | | | |
| Nguyen, Thu | | Saddleback | | | |
| Nunez, Jesus | | Godinez | | | |
| Oishi, Todd | | Godinez | | | |
| Oxx, Gerry | | Godinez | | | |
| Peimbert, Barbara | | Saddleback | | | |
| Pena, Maricela | | Lorin Griset | | | |
| Petrova, Nikolina | | Saddleback | | | |
| Putros, Danial | | Chavez | | | |
| Quach, Linh | | Valley | | | |
| Quezada, Ana-Brenda | | Saddleback | | | |
| Ramirez, Robert | | Saddleback | | | |
| Reuter, David | | Santa Ana | | | |
| Reynozo, Jesse | | Lorin Griset | | | |
| Robison, James | | Segerstrom | | | |
| Romero, Analu | | Saddleback | | | |
| Salazar, Juan | | Santa Ana | | | |
| Salcedo, Margie | | Segerstrom | | | |

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
 Board Meeting - June 24, 2014

| NAME | POSITION | SITE | EFF. DATE | END DATE | COMMENTS |
|---|----------|----------------------|-----------|----------|----------|
| SUMMER SCHOOL TEACHERS (Continued) | | | | | |
| Sanborn-Haynes, Katrinka | | Santa Ana Valley | | | |
| Scanlon, Brian | | Santa Ana | | | |
| Schwinge, Terrence | | Santa Ana | | | |
| Sechrest, Eric | | Santa Ana | | | |
| Silva, Jo Ann | | Century | | | |
| Snyder, William | | Godinez | | | |
| Sterner-Hargrave, Christy | | Segerstrom | | | |
| Stevens, Kelly | | Griset | | | |
| Streckfus, Anne Marie | | Saddleback Valley | | | |
| Su, Jennifer | | Santa Ana | | | |
| Swanstrom, Carl | | Segerstrom | | | |
| Tagalao, Joseph | | Valley | | | |
| Tarnow, Paula | | Godinez | | | |
| Terwilliger, Erik | | Saddleback | | | |
| Tieu, Ngoc | | Valley | | | |
| Torres, Brenda | | Godinez | | | |
| Treen, Lisa | | Saddleback | | | |
| Turner, Rosalind | | Chavez | | | |
| Urrea, Gustavo | | Middle College | | | |
| Van Dusen, Kathy | | Valley | | | |
| Vazquez, Jose | | Segerstrom | | | |
| Vela, Eddie | | Godinez | | | |
| Vismantas, Eric | | Saddleback | | | |
| Volmer, Susan | | | | | |

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

**Personnel Calendar
Board Meeting - June 24, 2014**

| NAME | POSITION | SITE | EFF. DATE | END DATE | COMMENTS |
|---|----------|----------------|---------------|-----------------|----------|
| SUMMER SCHOOL TEACHERS (Continued) | | | | | |
| Walker, Kenneth | | Valley | | | |
| Walle, Angelita | | Santa Ana | | | |
| Whittington, Cheryl | | Saddleback | | | |
| Witte, Laura | | Saddleback | | | |
| Wong, David | | Valley | | | |
| Wood, Michael | | Chavez | | | |
| Wright, Angelita | | Century | | | |
| You, Hahnuel | | Middle College | | | |
| Zinger, Maia | | Segerstrom | | | |
| ROP SUMMER SCHOOL TEACHERS | | | | | |
| Acuna, Jennifer | | ROP | June 24, 2014 | August 26, 2014 | |
| Aguilar, Monica | | ROP | June 24, 2014 | August 26, 2014 | |
| Beaman, Francene | | ROP | June 24, 2014 | August 26, 2014 | |
| Curriel, Danny | | ROP | June 24, 2014 | August 26, 2014 | |
| Duran, Santa | | ROP | June 24, 2014 | August 26, 2014 | |
| Erikson, Tom | | ROP | June 24, 2014 | August 26, 2014 | |
| Fe, Helen | | ROP | June 24, 2014 | August 26, 2014 | |
| Fischer, Charlene | | ROP | June 24, 2014 | August 26, 2014 | |
| Gannig, Michael | | ROP | June 24, 2014 | August 26, 2014 | |
| Henriquez, Noe | | ROP | June 24, 2014 | August 26, 2014 | |
| Kahapea, Karin | | ROP | June 24, 2014 | August 26, 2014 | |
| Katz, David | | ROP | June 24, 2014 | August 26, 2014 | |
| Long, Lana | | ROP | June 24, 2014 | August 26, 2014 | |

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - June 24, 2014

| NAME | POSITION | SITE | EFF. DATE | END DATE | COMMENTS |
|---|----------|------|---------------|-----------------|----------|
| ROP SUMMER SCHOOL TEACHERS (Continued) | | | | | |
| Lynch, Kenneth | | ROP | June 24, 2014 | August 26, 2014 | |
| Magarro, June | | ROP | June 24, 2014 | August 26, 2014 | |
| Maharaj, Chester | | ROP | June 24, 2014 | August 26, 2014 | |
| Manrique, Ricardo | | ROP | June 24, 2014 | August 26, 2014 | |
| Mitchell, Herman | | ROP | June 24, 2014 | August 26, 2014 | |
| Nusbickel, Thomas | | ROP | June 24, 2014 | August 26, 2014 | |
| Pastrana, Diana | | ROP | June 24, 2014 | August 26, 2014 | |
| Ramirez, Steven | | ROP | June 24, 2014 | August 26, 2014 | |
| Rich, Christine | | ROP | June 24, 2014 | August 26, 2014 | |
| Russo, Joseph | | ROP | June 24, 2014 | August 26, 2014 | |
| Vu, Minh T, | | ROP | June 24, 2014 | August 26, 2014 | |
| ROP SUMMER SCHOOL SUBSTITUTES TEACHERS | | | | | |
| Acuna, Jennifer | | ROP | June 24, 2014 | July 30, 2014 | |
| Aguilar, Monica | | ROP | June 24, 2014 | July 30, 2014 | |
| Beaman, Francene | | ROP | June 24, 2014 | July 30, 2014 | |
| Borzilleri, Gail | | ROP | June 24, 2014 | July 30, 2014 | |
| Curriel, Danny | | ROP | June 24, 2014 | July 30, 2014 | |
| Davis, Jacqueline | | ROP | June 24, 2014 | July 30, 2014 | |
| Dervis, Nancy | | ROP | June 24, 2014 | July 30, 2014 | |
| Duran, Santa | | ROP | June 24, 2014 | July 30, 2014 | |
| Erikson, Tom | | ROP | June 24, 2014 | July 30, 2014 | |
| Fe, Helen | | ROP | June 24, 2014 | July 30, 2014 | |
| Field, Patricia | | ROP | June 24, 2014 | July 30, 2014 | |

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

**Personnel Calendar
Board Meeting - June 24, 2014**

| NAME | POSITION | SITE | EFF. DATE | END DATE | COMMENTS |
|---|----------|------|---------------|---------------|----------|
| ROP SUMMER SCHOOL SUBSTITUTES TEACHERS (Continued) | | | | | |
| Fischer, Charlene | | ROP | June 24, 2014 | July 30, 2014 | |
| Gamnig, Michael | | ROP | June 24, 2014 | July 30, 2014 | |
| Garza, Cesar | | ROP | June 24, 2014 | July 30, 2014 | |
| Henriquez, Noe | | ROP | June 24, 2014 | July 30, 2014 | |
| Holland, Cynthia | | ROP | June 24, 2014 | July 30, 2014 | |
| Joyce, Maureen | | ROP | June 24, 2014 | July 30, 2014 | |
| Kahapea, Karin | | ROP | June 24, 2014 | July 30, 2014 | |
| Katz, David | | ROP | June 24, 2014 | July 30, 2014 | |
| Long, Lana | | ROP | June 24, 2014 | July 30, 2014 | |
| Lynch, Kenneth | | ROP | June 24, 2014 | July 30, 2014 | |
| Magarro, June | | ROP | June 24, 2014 | July 30, 2014 | |
| Maharaj, Chester | | ROP | June 24, 2014 | July 30, 2014 | |
| Manrique, Ricardo | | ROP | June 24, 2014 | July 30, 2014 | |
| Mireles, Jose | | ROP | June 24, 2014 | July 30, 2014 | |
| Mitchell, Herman | | ROP | June 24, 2014 | July 30, 2014 | |
| Navarro, Yanira | | ROP | June 24, 2014 | July 30, 2014 | |
| Nusbickel, Thomas | | ROP | June 24, 2014 | July 30, 2014 | |
| Pastrana, Diana | | ROP | June 24, 2014 | July 30, 2014 | |
| Polhamus, Jason | | ROP | June 24, 2014 | July 30, 2014 | |
| Rambert, Susan | | ROP | June 24, 2014 | July 30, 2014 | |
| Ramirez, Steven | | ROP | June 24, 2014 | July 30, 2014 | |
| Rich, Christine | | ROP | June 24, 2014 | July 30, 2014 | |
| Russo, Joseph | | ROP | June 24, 2014 | July 30, 2014 | |
| Savchenko, Valentina | | ROP | June 24, 2014 | July 30, 2014 | |
| Smaretsky, Todd | | ROP | June 24, 2014 | July 30, 2014 | |

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
 Board Meeting - June 24, 2014

| NAME | POSITION | SITE | EFF. DATE | END DATE | COMMENTS |
|---|----------|----------|---------------|---------------|---------------------|
| ROP SUMMER SCHOOL SUBSTITUTES TEACHERS (Continued) | | | | | |
| Tapia, Anita | | ROP | June 24, 2014 | July 30, 2014 | |
| Verino, Sergio | | ROP | June 24, 2014 | July 30, 2014 | |
| Vu, Bob | | ROP | June 24, 2014 | July 30, 2014 | |
| Vu, Minh T. | | ROP | June 24, 2014 | July 30, 2014 | |
| SUMMER ENRICHMENT ADMINISTRATORS 2013-14 | | | | | |
| Anguiano, Robert | | Pio Pico | June 25, 2014 | June 30, 2014 | Regular Hourly Rate |
| Skelly, William | | Heninger | June 25, 2014 | June 30, 2014 | Regular Hourly Rate |
| Voight, Damon | | Willard | June 25, 2014 | June 30, 2014 | Regular Hourly Rate |
| SUMMER ENRICHMENT ADMINISTRATORS 2014-15 | | | | | |
| Anguiano, Robert | | Pio Pico | July 1, 2014 | July 25, 2014 | Regular Hourly Rate |
| Skelly, William | | Heninger | July 1, 2014 | July 25, 2014 | Regular Hourly Rate |
| Voight, Damon | | Willard | July 1, 2014 | July 25, 2014 | Regular Hourly Rate |

**AGENDA ITEM REQUESTS
CERTIFICATED
2013-14**

| TITLE OF ACTIVITY | SITE | FUNDING | NOT TO EXCEED | EFFECTIVE |
|---|------------------------------|---------------------------------------|---------------|-----------------|
| After School Homework Help | Willard | Title I | \$5,000 | July 1, 2014 |
| CAHSEE Administration | Santa Ana | Title I | \$3,600 | July 1, 2014 |
| CCSS Curriculum Units of Study Writing | Educational Services | Title II | \$3,000 | July 1, 2014 |
| Cheer Clinic | Saddleback | Cheer Team ASB Donation | \$2,668 | July 8, 2014 |
| Collaboration, Program Planning, Extra Duty | Sierra | Title I | \$8,424 | July 1, 2014 |
| Dance Clinic | Saddleback | Dance Team ASB Donations | \$1,553 | July 1, 2014 |
| Data Driven Planning | Saddleback | Title I | \$8,000 | July 1, 2014 |
| Elementary Division Kindergarten Assessment Administration | Educational Services | Unrestricted | \$16,503 | July 1, 2014 |
| Expository Reading and Writing Course (ERWC) Curriculum Map Development | Educational Services | Title I - Professional Development | \$2,500 | August 11, 2014 |
| Federal Emergency Management Agency (FEMA) Community Emergency Response Training (Certificated) Train the Trainer Course | Risk Management | Fund 81-Liability | \$8,000 | July 19, 2014 |
| Jaguar Football Camp | Segerstrom | Donation From Boosters | \$4,176 | July 1, 2014 |
| Math Curriculum Map Writing | Educational Services K-12 | Title II | \$5,000 | July 1, 2014 |
| Math Curriculum Map Writing | Educational Services K-12 | Bechtel Grant | \$5,000 | July 1, 2014 |
| Math Framework Training | Educational Services K-12 | Title II | \$24,755 | August 1, 2014 |
| Math Framework Training | Educational Services K-12 | Bechtel Grant | \$49,510 | August 1, 2014 |

**Board Meeting
June 24, 2014**

**AGENDA ITEM REQUESTS
CERTIFICATED
2013-14**

| TITLE OF ACTIVITY | SITE | FUNDING | NOT TO EXCEED | EFFECTIVE |
|--|----------------------------------|---------------------------|---------------|----------------|
| MTSS Representative Meetings for 2014-15 | Support Services Division | LCAP | \$9,242 | July 1, 2014 |
| MTSS Support Training | Support Services Division | LCAP | \$19,804 | July 1, 2014 |
| MTSS Support Training Substitutes | Support Services Division | LCAP | \$117,600 | July 1, 2014 |
| Professional Development - Certificated | Willard | Title I | \$10,000 | July 1, 2014 |
| Professional Development - Counselors | Willard | Title I | \$2,500 | July 2, 2014 |
| Professional Development - TOSA | Willard | Title I | \$1,500 | July 1, 2014 |
| Program Planning | Santa Ana | WASC | \$800 | June 25, 2014 |
| Project Based Learning Buck Institute | Educational Services | Title II | \$15,711 | July 28, 2014 |
| RTC Kindergarten and Fall CELDT Testing | Registration & Testing Center | LCAP | \$74,382 | July 1, 2014 |
| Saturday Academy of Mathematics | Willard | Title I | \$12,000 | August 1, 2014 |
| Saturday Attendance Recovery Program | Willard | Title I | \$6,000 | August 1, 2014 |
| Saturday Attendance Recovery Program #1 | Willard | Title I | \$1,000 | August 1, 2014 |
| Segerstrom Girls Basketball Summer | Segerstrom | Summer Fee | \$1,400 | July 1, 2014 |
| Staff Development | Educational Technology | Educational Technology | \$12,000 | July 1, 2014 |
| Staff Development Participant | Sierra | Title I | \$2,520 | July 1, 2014 |
| Summer Enrichment Program | Santa Ana | Title I - CORE | \$38,400 | June 25, 2014 |
| Summer Enrichment Program | Santa Ana | Title I - CORE | \$34,000 | July 1, 2014 |
| Summer Reading Program Assistance | Willard | General Fund | \$3,000 | August 1, 2014 |
| Summer Transitional Learning Program | Sierra | Title I | \$68,834 | July 1, 2014 |
| Teacher Program Planning | Godinez | Teacher's Salary Extra | \$15,000 | July 1, 2014 |

**Board Meeting
June 24, 2014**

**AGENDA ITEM REQUESTS
CERTIFICATED
2013-14**

| TITLE OF ACTIVITY | SITE | FUNDING | NOT TO EXCEED | EFFECTIVE |
|--|---------------------------|----------|---------------|-----------------|
| Technology Camp Program Planning for 1:1 Initiative Certificated | Willard | Title I | \$1,500 | August 1, 2014 |
| Technology Camp Teaching for 1:1 Initiative Certificated | Willard | Title I | \$13,000 | August 1, 2014 |
| Tutoring | Adams | Title I | \$15,000 | July 1, 2014 |
| Units of Study Writing | Educational Services K-12 | Title II | \$38,850 | August 22, 2014 |
| Units of Study Writing (Ratification) | Educational Services K-12 | Title II | \$38,850 | June 23, 2014 |
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CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - June 24, 2014

| NAME | POSITION | SITE | EFF. DATE | END DATE | SALARY | COMMENTS |
|---------------------|------------------------------|-------------------|---------------|----------|--------|-------------------------------|
| RETIREMENT | | | | | | |
| Stephan, Denise | Instr. Asst. Sev. Dis. | Jefferson | June 19, 2014 | | | 20 years, 9 months |
| TERMINATIONS | | | | | | |
| ID# 28092 | SSP Sp. Ed. | Lowell | May 30, 2014 | | | Did not pass probation |
| ID# 26973 | District Safety Officer Carr | | June 6, 2014 | | | Did not pass probation |
| ID# 24389 | Fd. Svc. Wkr. | McFadden | June 12, 2014 | | | Did not pass probation |
| RESIGNATIONS | | | | | | |
| Aceves, Claudia | Head Start Teacher | Child Development | June 20, 2014 | | | Personal - 12 years, 2 months |
| Kale, Cody | Activity Supervisor | Segerstrom | June 19, 2014 | | | Personal - 7 months |
| Orozco, Paloma | Teacher Aide | ECE | June 10, 2014 | | | Personal - 2 years, 4 months |
| Wu, Justin | User Svc. Analyst I | ITC | June 30, 2014 | | | Personal - 11 months |
| | | | | | | |
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CLASSIFIED PERSONNEL CALENDAR

**Personnel Calendar
Board Meeting - June 24, 2014**

| NAME | POSITION | SITE | EFF. DATE | END DATE | SALARY | COMMENTS |
|--|---|---------------|---------------|-----------------|--------|-----------------|
| ABSENCES (3 to 20 duty days) - Without Pay | | | | | | |
| Garcia, Miriam | Instr. Asst. Computer | Esqueda | May 5, 2014 | May 22, 2014 | | Personal |
| Lozano, David | Inst. Asst. DHH Work Trng. | Taft DHH | June 3, 2014 | June 19, 2014 | | Personal |
| Walkowiak, Stephanie | Speech Lang. Pathology Asst. | Speech Dept. | June 2, 2014 | June 19, 2014 | | Personal |
| FAMILY CARE & MEDICAL LEAVE (3 to 20 duty days) - Paid | | | | | | |
| Castellon, Paul | Preschool Teacher | ECE | June 2, 2014 | June 6, 2014 | | Statutory Leave |
| Dominguez, Michelle | Admin. Secretary Superintendent/ Deputy | Supt's Office | May 22, 2014 | June 15, 2014 | | Statutory Leave |
| Ortega-Villarreal, Petra | Preschool Teacher | ECE | June 15, 2014 | June 19, 2014 | | Statutory Leave |
| FAMILY CARE & MEDICAL LEAVE/CFRA (California Family Rights Act) (3 to 20 duty days) - Paid | | | | | | |
| Garcia, Jenny | Custodian | Bldg. Svcs. | June 5, 2014 | June 9, 2014 | | Statutory Leave |
| FAMILY CARE & MEDICAL LEAVE/CFRA (California Family Rights Act) (21 duty days or more) - Paid | | | | | | |
| Kusinsky, James | Electrician II | Bldg. Svcs. | June 24, 2014 | August 22, 2014 | | Statutory Leave |

Mark A. McKinney, Associate Superintendent, Human Resources

CLASSIFIED PERSONNEL CALENDAR

**Personnel Calendar
Board Meeting - June 24, 2014**

| NAME | POSITION | SITE | EFF. DATE | END DATE | SALARY | COMMENTS |
|---|--------------------------------------|--------------------|------------------|------------------|--------|---|
| FAMILY CARE & MEDICAL LEAVE/ CFRA (California Family Rights Act) (21 duty days or more) - Paid (Continuation) | | | | | | |
| Mullins, Debra | Lead Logistics Tech. | Publications | December 1, 2013 | December 1, 2014 | | Statutory Leave/ Intermittent/As Needed Basis |
| FAMILY CARE & MEDICAL LEAVE (21 duty days or more) - Paid (Correction) | | | | | | |
| | Community and Family Outreach Liason | Student Services | June 4, 2014 | August 8, 2014 | | Statutory Leave |
| PROBATIONARY APPOINTMENT | | | | | | |
| Flores, Monica | SSP Sp. Ed. | Fremont | June 5, 2014 | | 19/1 | |
| PROMOTIONAL APPOINTMENTS | | | | | | |
| Carrillo, Elizabeth | Fd. Svc. Spvr. Elem. | Jackson | June 2, 2014 | | 15/1 | |
| Colin, Nancy | Sch. Off. Asst. Sec. | Mendez | June 3, 2014 | | 24/6 | |
| Herrera, Alma | Instr. Asst. Sev. Dis. | Mitchell | June 10, 2014 | | 20/4 | |
| Juarez, Fernando | Risk Mgt. Tech. | Risk Mgt. | June 4, 2014 | | 33/4 | |
| Ruiz Castellanos, Oscar | Fd. Svc. Spvr. Elem. | Nutrition Services | June 2, 2014 | | 15/1 | |

CLASSIFIED PERSONNEL CALENDAR

**Personnel Calendar
Board Meeting - June 24, 2014**

| NAME | POSITION | SITE | EFF. DATE | END DATE | SALARY | COMMENTS |
|--|--------------------------|-------------------------------------|----------------|------------------|------------------------|----------|
| PROMOTIONAL APPOINTMENTS (Continuation) | | | | | | |
| Zamorano, Ely | Executive Secretary | Ed. Svcs. Elementary Division | June 25, 2014 | | 33/5 + Conf. + Bil. | |
| REASSIGNMENT (Change of work site) | | | | | | |
| Martinez, Juan | SSP Sp. Ed. | Heninger | June 10, 2014 | | 19/4 | |
| TEMPORARY ASSIGNMENTS - Out of Class Compensation | | | | | | |
| Barrett, Shawn | Plant Custodian Int. | Bldg. Svcs. | June 10, 2014 | June 13, 2014 | 32/1 | |
| Cordon, Avely | Sch. Off. Mgr. Inter. | Spurgeon | May 13, 2014 | May 23, 2014 | 28/5 | |
| Dominguez Ramirez, Cynthia | Sch. Off. Mgr. Elem. | Heroes | June 24, 2014 | June 30, 2014 | 28/3 | |
| Hernandez, Alvaro | Plant Custodian Elem. | Bldg. Svcs. | June 3, 2014 | June 6, 2014 | 28/5 | |
| Lopez, Martha | Career Guidance Tech. | ROP | April 14, 2014 | June 30, 2014 | 24/6 | |
| Morales, Guillermina | Sr. Fd. Svc. Wkr. | Nutrition Svcs. | April 1, 2014 | June 30, 2014 | 13/6 | |
| Perez, Juan | Plant Custodian HS | Bldg. Svcs. | June 2, 2014 | June 30, 2014 | 35/2 | |
| Schneider, Kathleen | Admin. Secretary | Sp. Ed. | June 16, 2014 | November 5, 2014 | 30/1 | |
| Torres, Margarito | Lead Custodian | Bldg. Svcs. | May 30, 2014 | June 24, 2014 | 28/5 + Diff. | |

CLASSIFIED PERSONNEL CALENDAR

**Personnel Calendar
Board Meeting - June 24, 2014**

| NAME | POSITION | SITE | EFF. DATE | END DATE | SALARY | COMMENTS |
|-----------------------------|----------------------|--------------|---------------|---------------|--------|----------|
| EXTRA DUTY | | | | | | |
| Castro, Tanjay | Physical Therapist | Speech Dept. | June 20, 2014 | June 30, 2014 | 53/6 | |
| Cazales, Elias | Asst. Tech. Spec. | Sp. Ed. | June 20, 2014 | June 30, 2014 | 40/6 | |
| Guibert, Clemencia | Bilingual Technician | Mitchell | June 23, 2014 | June 30, 2014 | 28/6 | |
| | Occupational | | | | | |
| Johnson, Charlotte | Therapist | Speech Dept. | June 20, 2014 | June 30, 2014 | 56/6 | |
| Pulido, Rocio | Bilingual Technician | Mitchell | June 23, 2014 | June 30, 2014 | 28/6 | |
| Salas, Martha | Bilingual Technician | Mitchell | June 23, 2014 | June 30, 2014 | 28/6 | |
| | Occupational | | | | | |
| Stieglitz, Emily | Therapist | Speech Dept. | June 20, 2014 | June 30, 2014 | 56/6 | |
| ACTIVITY SUPERVISORS | | | | | | |
| Agama Burnett, Dora | Activity Supervisor | Davis | June 12, 2014 | | 10/1 | |
| Alvarado Alcantara, Nayeli | Activity Supervisor | Davis | June 16, 2014 | | 10/1 | |
| Silvar, Cinthia | Activity Supervisor | Sepulveda | June 3, 2014 | | 10/1 | |
| SUBSTITUTES | | | | | | |
| Jones, Betty | Clerical | | May 27, 2014 | | 20/1 | |
| Lyons, Teresa | SSP Sp. Ed. | | May 30, 2014 | | 19/1 | |
| Miller, Melvyn | DSO | | May 21, 2014 | | 31/1 | |
| Tavares, Lydia | SSP Sp. Ed. | | May 27, 2014 | | 19/1 | |

CLASSIFIED PERSONNEL CALENDAR

**Personnel Calendar
Board Meeting - June 24, 2014**

| NAME | POSITION | SITE | EFF. DATE | END DATE | SALARY | COMMENTS |
|-----------------------------|-----------------------------|--------------|------------------|-----------------|---------------|-----------------|
| ATHLETIC SPECIALIST | | | | | | |
| Mann, Kyle | Spring Asst. Football Coach | Century | June 10, 2014 | | \$23.72 | |
| Mohr, James | Spring Asst. Football Coach | Valley | May 19, 2014 | | \$23.72 | |
| Schlesinger, Donald | Spring Asst. Football Coach | Valley | May 19, 2014 | | \$23.72 | |
| Smith, Timothy | Spring Asst. Football Coach | Valley | May 19, 2014 | | \$23.72 | |
| EXTENDED SCHOOL YEAR | | | | | | |
| Amezquita, Elsa | Licensed Vocational Nurse | Health Svcs. | June 24, 2014 | July 30, 2014 | \$17.55 | |
| Biscocho, Erlyn | Licensed Vocational Nurse | Health Svcs. | June 24, 2014 | July 30, 2014 | \$22.43 | |
| Medina, Lindsey | Licensed Vocational Nurse | Health Svcs. | June 24, 2014 | July 30, 2014 | \$18.42 | |
| Payan, Marlene | Licensed Vocational Nurse | Health Svcs. | June 24, 2014 | July 30, 2014 | \$18.42 | |

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

| TITLE OF ACTIVITY | SITE | FUNDING | NOT TO EXCEED | EFFECTIVE |
|---|---|--------------------------|----------------------|------------------|
| Academic Support - Classified | Saddleback High School | Title I | \$5,000 | July 1, 2014 |
| Avid Tutors | Willard Intermediate | Unrestricted | \$25,000 | August 1, 2014 |
| Cheer Clinic | Saddleback High School | Cheer Team ASB Donation | \$2,944 | July 8, 2014 |
| Childcare for Parent Involvement Activities and Meeting | Willard Intermediate | Title I | \$500 | August 1, 2014 |
| Classified Extra Duty - Clerical | Willard Intermediate | General | \$1,000 | August 1, 2014 |
| Classified Extra Duty - Library Media Technician | Willard Intermediate | General | \$2,500 | August 1, 2014 |
| Computer Classes for Parents - Classified | Willard Intermediate | Title I | \$1,000 | August 1, 2014 |
| Computer Class for Parents - Computer Technician | Willard Intermediate | Title I | \$2,000 | August 1, 2014 |
| Computer Technician | CTE- ROP | ROP | \$3,000 | July 1, 2014 |
| Dance Clinic | Saddleback High School | Dance Team ASB Donations | \$1,714 | June 30, 2014 |
| De-Escalation Training for DSO's (Ratification) | Risk Management Department | Workers' Compensation | \$1,000 | June 11, 2014 |
| Extra Duty | Nutrition Services - Various School Sites | Cafeteria Fund 13 | \$100,000 | July 1, 2014 |
| Extra Duty | Nutrition Services - Various School Sites | Cafeteria Fund 13 | \$100,000 | July 1, 2014 |
| Extra Duty - Special Education Webmaster | Special Education | Special Education | \$2,100 | August 25, 2014 |
| Imagine Learning (Ratification) | Walker School | EIA-SCE | \$1,000 | June 16, 2014 |
| Jaguar Football Camp | Seegerstrom High School | Donation From Boosters | \$2,176 | July 1, 2014 |
| Paraprofessionals Extra Help | Willard Intermediate | General | \$1,000 | August 1, 2014 |
| Professional Development - Classified | Willard Intermediate | Title I | \$1,500 | July 1, 2014 |
| Professional Development - Computer Technician | Willard Intermediate | Title I | \$1,000 | July 1, 2014 |
| Professional Development - Library Media Technician | Willard Intermediate | Title I | \$500 | July 1, 2014 |
| Professional Development - Paraprofessional | Willard Intermediate | Title I | \$500 | July 1, 2014 |

1 RESOLUTION NO. 13/14-3017

2 SANTA ANA UNIFIED SCHOOL DISTRICT

3 RESOLUTION AUTHORIZING LEVY OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES

4 DISTRICT NO. 2004-1 OF SANTA ANA UNIFIED SCHOOL DISTRICT

5 CENTRAL PARK PROJECT FOR FISCAL YEAR 2014-15

6 WHEREAS, the Santa Ana Unified School District (the "District")
7 previously established Community Facilities District No. 2004-1 of the
8 Santa Ana Unified School District (Central Park Project) ("CFD No. 2004-
9 1") all pursuant to the terms and provisions of the Mello-Roos Community
10 Facilities Act of 1982, as amended, commencing with Government Code
11 Section 53111 (the "Act"); and

12 WHEREAS, CFD No. 2004-1 issued its 2005 Special Tax Bonds in the
13 original principal amount of \$11,785,000 pursuant to Resolution No. 05/06-
14 2615, adopted by the Board of Education of the District acting as the
15 legislative body of CFD No. 2004-1 on July 26, 2006 (the "Bonds"); and

16 WHEREAS, the Board of Education of the District acting as the
17 legislative body of CFD No. 2004-1 is authorized pursuant to Resolution
18 Nos. 04/05-2576 and 04/05-2575 approved on August 24, 2004 (collectively,
19 the "Resolutions of Intention"), Resolution No. 04/05-2580 approved on
20 September 28, 2004 (the "Resolution of Formation") and the Ordinance
21 Authorizing the Levy of Special Taxes, approved on October 8, 2004 (the
22 "Ordinance") to levy a special tax on property in CFD No. 2004-1 to pay
23 principal, interest and administrative expenses with respect to all bonds
24 of CFD No. 2004-1, which include the Bonds, to pay for the construction,
25 acquisition and rehabilitation of certain public facilities authorized to
26 be financed by the levy of special taxes of CFD No. 2004-1 pursuant to the
27 Resolutions of Formation and to pay all expenses incidental thereto; and

28 WHEREAS, it is now necessary and appropriate that this Board levy
29 and collect the special taxes for Fiscal Year 2014-15 for the purpose
30 specified in the Ordinance, by the adoption of a resolution as specified
31 by the Act and the Ordinance; and

1 WHEREAS, the special taxes being levied hereunder are at the same
2 rate or at a lower rate than provided by the Ordinance; and

3 NOW, THEREFORE, THE BOARD OF EDUCATION OF THE SANTA ANA UNIFIED
4 SCHOOL DISTRICT, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF
5 COMMUNITY FACILITIES DISTRICT NO. 2004-1, DOES HEREBY RESOLVE, DETERMINE
6 AND ORDER AS FOLLOWS:

7 Section 1. The above recitals are true and correct.

8 Section 2. The special tax ("Special Tax") is imposed without regard
9 to property valuation and is levied in compliance with the Act and the
10 Ordinance.

11 Section 3. In accordance with the Act and the Ordinance, there is
12 hereby levied upon the parcels within the District which are not otherwise
13 exempt from taxation under the Act or the Ordinance the special taxes for
14 Fiscal Year 2014-15 at the tax rates set forth in the report prepared by
15 Dolinka Group, Inc. for CFD No. 2004-1 entitled "Administration Report
16 Fiscal Year 2014-15" (the "Report") submitted herewith, which rates do not
17 exceed the maximum rates set forth in the Ordinance. After adoption of
18 this Resolution, the Assistant Superintendent, Facilities and Governmental
19 Relations, of the District, or his designee, may make any necessary
20 modifications to these special taxes to correct any errors, omissions or
21 inconsistencies in the listing or categorization of parcels to be taxed or
22 in the amount to be charged to any category of parcels; provided, however,
23 that any such modifications shall not result in an increase in the tax
24 applicable to any category of parcels and can only be made prior to the
25 submission of the tax rolls to the Orange County Auditor.

26 Section 4. All of the collections of the special tax shall be used
27 only as provided for in the Act and Resolutions of Formation. The special
28 tax shall be levied only so long as needed to accomplish the purposes
29 described in Resolutions of Formation.

30 Section 5. The special tax shall be collected in the same manner as
31 ordinary *ad valorem* taxes are collected and shall be subject to the same


1 penalties and the same procedure and sale in cases of delinquency as
2 provided for *ad valorem* taxes as such procedure may be modified by law or
3 this Board from time to time.

4 Section 6. As a cumulative remedy, if any amount levied as a special
5 tax for payment of bond interest or principal, together with any penalties
6 and other charges accruing under this Resolution, are not paid when due,
7 the Board of Education may, not later than four years after the due date
8 of the last installment of principal on the Bonds, order that the same be
9 collected by an action brought in the superior court to foreclose the lien
10 of such special tax.

11 Section 7. The actions of District staff heretofore taken in order
12 to obtain consent from the Orange County Auditor to a later filing date
13 are hereby ratified and the Clerk is hereby authorized and directed to
14 transmit a certified copy of this Resolution and the Report to the Orange
15 County Auditor, together with other supporting documentation as may be
16 required to place said special taxes on the secured property tax roll for
17 Fiscal Year 2014-15 on or before August 10, 2014, or such later date as
18 may be consented to by the Orange County Assessor, and to perform all
19 other acts which are required by the Act, the Ordinance, or by law in
20 order to accomplish the purpose of this Resolution.


21
22 ADOPTED, SIGNED AND APPROVED this 24th day of June, 2014.

23 BOARD OF EDUCATION OF THE SANTA ANA UNIFIED SCHOOL DISTRICT ACTING AS THE
24 LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE SANTA
25 ANA UNIFIED SCHOOL DISTRICT (CENTRAL PARK PROJECT)

26 By: 
27 _____
28 Audrey Yamagata-Noji, Ph.D., President,
29 Governing Board of Education of the Santa
30 Ana Unified School District, Orange
County, State of California

1 STATE OF CALIFORNIA)
2) s s.
3 COUNTY OF ORANGE)

4 I, Rob Richardson Clerk of the Board of Education of the Santa Ana
5 Unified School District, do hereby certify that the foregoing Resolution
6 was duly passed, approved and adopted by the Board of Education of the
7 Santa Ana Unified School District at a regular meeting of said
8 Board held on the 24th day of June, 2014.

9
10
11
12 By: 
13 Rob Richardson, Clerk,
14 Governing Board of Education of the Santa
15 Ana Unified School District, Orange
16 County, State of California
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SANTA ANA UNIFIED SCHOOL DISTRICT

MANAGER OF LOGISTICS

JOB SUMMARY:

Under the direction of the Director of Logistics and/or designee, manage the operations of the District warehouse, Publications, Mailroom, Records Management, and Textbook departments.

REPRESENTATIVE DUTIES:

- Develop and direct efficient methods to receive, store, and issue standard items of supply. **E**
- Organize and coordinate the storage and distribution of materials and supplies in the warehouse. **E**
- Train, assign, and supervise personnel in central warehouse operation. **E**
- Supervise physical inventory of warehouse; maintain materials, and supplies inventory on computer. **E**
- Supervise the maintenance of records involving pending and completed purchase order file, purchase order follow-up, gasoline issues, stock issues, receipts, and others as necessary. **E**
- Prepare reports such as Stores Statistical, Surplus Disposal, and other special reports as needed. **E**
- Plan and coordinate the transfer of equipment and furniture from one site to another; supervise the moving of furniture and equipment at site classrooms and offices; plan and coordinate the move or commercial shipment of equipment, supplies and furniture for the opening of new sites; train and supervise additional personnel; coordinate schedules with District administrators and Building Services personnel. **E**
- Schedule staff to provide labor and transportation to transfer materials within the District. **E**
- Respond to inquiries from District schools and other departments concerning warehouse operations. **E**
- Assign delivery routes and schedules to meet changing requirements on daily basis. **E**
- Arrange for maintenance and repair of assigned vehicles. Evaluate complaints received on equipment and supplies and take appropriate action. **E**
- Supervise, plan, and coordinate all mail delivery within the District. **E**

MANAGER OF LOGISTICS (CONTINUED)**REPRESENTATIVE DUTIES: (Continued)**

- Assist in planning the most efficient storage of supplies and materials based on patterns of usage. **E**
- Assist in maintaining warehouse stock at appropriate inventory levels; supervise annual inventory of stock and equipment, maintain records and prepare reports. **E**
- Confer with District administrators regarding delivery and pick up of materials, supplies and equipment. **E**
- Receive and store surplus property for disposal through sale or other means. **E**
- Ensure the safety and security of the warehouse facility and property. **E**
- Schedule job requests and prioritize to allow timely completion of printing requests. **E**
- Determine most appropriate printing method for each request. **E**
- Coordinate and supervise department personnel to comply with printing and copying requests. **E**
- Train and evaluate staff in methods, techniques, materials, and equipment used in the Publications Office. **E**
- Review production work to determine its quality. **E**
- Support management by cooperating as required to assure printing needs are met. **E**
- Supervise the preparation of cost records and billings charges. **E**
- Maintain adequate stocks and supplies. **E**
- Observe and enforce safety regulations. **E**
- Plan and coordinate the transfer of district records to scanning facility in district warehouse. Train and supervise personnel for scanning and storing of district records. Coordinate with district administrators for training of school site and district personnel in the proper retention of District records. **E**
- Plan and coordinate the transfer of district textbooks from the Textbook Department to school sites. Train and supervise personnel for proper storing and transporting of district textbooks to school sites. Coordinate with District administrators for timely delivery of district textbooks. **E**
- Perform related duties as assigned.

MANAGER OF LOGISTICS (CONTINUED)

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Computer utilization.
- Warehouse equipment.
- Applicable sections of State Education Code.
- Applicable sections of the Motor Vehicle Code.
- Applicable sections of the United States Postal Code.
- Applicable sections of the CAASBO Records Retention Manual.
- District, State and federal rules and regulations.
- Record keeping techniques.
- Principles & practices of administration, supervision, and training.
- City and community.
- Printing methods and practices.
- Department equipment and operation.
- Budgeting methods.
- Purchasing materials and supplies.
- Pricing and billing methods.
- Artwork and layout.
- Safety rules and regulations.
- City and community.

Ability to:

- Understand and follow oral and written directions.
- Work cooperatively with others.
- Establish and maintain effective working relationships with others.
- Lift moderately heavy objects.
- Plan and supervise work.
- Train and supervise personnel.
- Maintain records and prepare reports.
- Communicate effectively both orally and in writing.
- Perform the essential functions of the job.

EDUCATION AND EXPERIENCE:

An Associates (AA) degree or two (2) years of college coursework. Four (4) years of warehouse, delivery, or publications experience.

LICENSES AND OTHER REQUIREMENTS:

Valid California driver's license.

MANAGER OF LOGISTICS (CONTINUED)

WORKING CONDITIONS:

Environment:

- Warehouse environment.
- Driving a vehicle to conduct work.

Physical abilities:

- Hearing and speaking accurately to exchange information in person or on the telephone.
- Lifting, carrying, pushing, or pulling moderately heavy objects.
- Seeing to read a variety of materials and drive a vehicle.
- Reaching over head, above the shoulders, and horizontally.
- Dexterity of hands and fingers to operate warehouse equipment and vehicles.
- Bending at the waist, kneeling, or crouching.
- Climbing ladders and working from heights.
- Lifting or moving objects, normally not exceeding sixty (60) pounds.

Hazards:

- Working at heights.

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

AGENDA ITEM BACKUP SHEET
July 22, 2014

Board Meeting

TITLE: Summarized Data of Williams Settlement Fourth Quarterly Report

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

RATIONALE:

Attached is a chart summarizing the fourth quarterly-reported complaints for Santa Ana Unified School District beginning on April 1, 2014, and ending on June 30, 2014. The quarterly report form is due to Orange County Department of Education on July 31, 2014.

FUNDING:

Not Applicable

RECOMMENDATION:

Presented for information.

**2013-2014 Quarterly Report on Williams Uniform Complaints
(Required by Education Code Section 35186)**

District: _____

Person completing this form: _____

Title: _____

- Quarter #1 July 1 to September 30, 2013 **Report due by October 31, 2013**
- Quarter #2 October 1 to December 31, 2013 **Report due by January 31, 2014**
- Quarter #3 January 1 to March 31, 2014 **Report due by April 30, 2014**
- Quarter #4 April 1 to June 30, 2014 **Report due by July 31, 2014**

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

Please check the box that applies:

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

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

Print name of Superintendent: _____

Signature of Superintendent: _____

Date: _____

Please submit to:

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

AGENDA ITEM BACKUP SHEET
July 22, 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.


DM:sz

SANTA ANA UNIFIED SCHOOL DISTRICT - EXTENDED FIELD TRIPS
RECOMMENDED FOR APPROVAL - July 22, 2014

| Date: | Schools/Location: | Funding and Cost: | Student(s): | Staff and Chaperone: |
|--|--|---|-------------|----------------------|
| August 9-16, 2014 (Saturday - Saturday) | Saddleback High School Cross Country Camp Big Sage Campsite Cleveland National Forest | \$180.00 per student (s) (cost paid by fundraising & donation) | 30 | 4 |
| August 9-16, 2014 (Saturday - Saturday) | Segerstrom High School Cross Country Camp Snow Flower Townhomes Mammoth Lakes | \$450.00 per student (s) (cost paid by fundraising, donations, ASB Track, & student) | 20 | 4 |
| August 11-15, 2014 (Monday - Friday) | Santa Ana High School Cross Country Running Camp Arrowhead Ranch Dormitory Lake Arrowhead | \$250.00 per student (s) (cost paid by fundraising & donation) | 45 | 5 |
| September 26-28, 2014 (Friday - Sunday) | Santa Ana High School NJROTC Basic Training Santa Ana High School Santa Ana | \$30.00 per student (s) (cost paid by student & NJROTC) | 40 | 6 |

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

Agenda Item Backup Sheet

- ITEM:** Request of extended field trip for Saddleback High School students to attend Cross Country Camp at the Cleveland National Forest in San Diego County. The trip will be August 9-16, 2014.
- OVERVIEW:** Saddleback High School is requesting cross country team students to participate in a summer training camp at the Big Sage Campsite at the Cleveland National Forest in San Diego County.
- RATIONALE:** The summer cross country camp will teach student athletes beginning and intermediate levels of mountain training. They will have the opportunity to learn specific techniques, motivational skills, and attain the proper conditioning required for a safe cross country season at the high school level.
- PARTICIPANTS:** 30 students and 4 chaperones (1 certificated, 3 classified).
- COSTS:** \$180.00 per student - To include lodging, meals, and transportation
- FUNDING:** Fundraising and donations
- RECOMMENDATION:** Approve the request of the extended field trip for 30 Saddleback High School cross country team students and 4 chaperones to attend Cross Country Camp at the Cleveland National Forest in San Diego County from August 9-16, 2014.

Agenda Item Backup Sheet

- ITEM:** Request of extended field trip for Segerstrom High School students to attend Cross Country Team Camp in Mammoth Lakes, CA. The trip will be August 9-16, 2014.
- OVERVIEW:** Segerstrom High School is requesting cross country team students to participate in a summer training camp at Mammoth Lakes to train.
- RATIONALE:** The cross country team students will train in a more structured environment and provide the athletes with high elevation and mountain runs (Mammoth Lakes is about 8,000 feet in elevation). There will be intense training sessions twice a day with team instructional activities to prepare them for athletic and educational success throughout the school year. Students will also learn a variety of running techniques and about proper diet and health.
- PARTICIPANTS:** 20 students and 4 chaperones (2 certificated, 2 classified).
- COSTS:** \$450.00 per student - To include lodging, meals, and transportation
- FUNDING:** Fundraising, donations, ASB track, and students
- RECOMMENDATION:** Approve the request of the extended field trip for 20 Segerstrom High School cross country team students and 4 chaperones to attend Cross Country Team Camp in Mammoth Lakes, CA on August 9-16, 2014.

Agenda Item Backup Sheet

| | |
|-------------------------------|---|
| <u>ITEM:</u> | Request of extended field trip for Santa Ana High School students to attend Cross Country Running Camp in Lake Arrowhead, CA. The trip will be August 11-15, 2014. |
| <u>OVERVIEW:</u> | Santa Ana High School is requesting cross country team students to participate in a summer training camp at Lake Arrowhead. |
| <u>RATIONALE:</u> | Santa Ana High's Cross Country Running Camp will conclude their summer base training and introduce the team into the pre-competition stage of training and workouts. During the camp students will participate in several team building exercises as well as prepare for the upcoming school year with discussions and activities on how to be successful in the classroom. |
| <u>PARTICIPANTS:</u> | 45 students and 5 chaperones (2 certificated, 3 classified). |
| <u>COSTS:</u> | \$250.00 per student - To include lodging, meals, and transportation |
| <u>FUNDING:</u> | Fundraising and donations |
| <u>RECOMMENDATION:</u> | Approve the request of the extended field trip for 45 Santa Ana High School cross country team students and 5 chaperones to attend Cross Country Running Camp in Lake Arrowhead, CA on August 11-15, 2014. |

Agenda Item Backup Sheet

- ITEM:** Request of extended field trip for Santa Ana High School NJROTC cadets to participate in a NJROTC Basic Leadership Training at Santa Ana High School. The training will be September 26-28, 2014.
- OVERVIEW:** Santa Ana High School is requesting NJROTC first-year cadets to participate in a NJROTC Basic Leadership Training Camp at Santa Ana High School.
- RATIONALE:** The first-year cadets will get training in the importance of teamwork, the proper wear and care of the NJROTC uniform, and water survival. The cadets will gain experience of team work, self-discipline, various techniques of water survival, and personal responsibility
- PARTICIPANTS:** 40 NJROTC cadets and 6 chaperones (3 certificated, 3 classified).
- COSTS:** \$250.00 per student - To include lodging, meals, and transportation
- FUNDING:** Student and NJROTC
- RECOMMENDATION:** Approve the request of the extended field trip for 40 Santa Ana High School NJROTC cadets and 6 chaperones to attend the NJROTC Basic Leadership Training Camp at Santa Ana High School on September 26-28, 2014.

AGENDA ITEM BACKUP SHEET**July 22, 2014****Board Meeting**

TITLE: **Approval of Elementary and Intermediate School Site Mandatory Uniform Dress Plans**

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 the elementary and intermediate school site Mandatory Uniform Dress plans as outlined in Board Policy (BP) 5132.5. This approval is specifically for the site-selected uniform colors, as outlined in (AR) 5132.5 (a), and is the final step in a review of site dress code policies. Per the District board policy, they are now being presented to the Board for final approval.

During this process, Educational Services sought out and received advice from legal counsel, and it was determined that BP 5132.5 is in compliance with California Education Code (EC) Section 35183. Therefore, BP 5132.5 has not been changed.

RATIONALE:

To ensure compliance with BP 5132.5 and EC 35183, all elementary and intermediate schools have submitted a plan for uniform dress including the color(s) for the uniform.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the elementary and intermediate school site Mandatory Uniform Dress plans.



Site Uniform Colors

| <i>Intermediate Schools</i> | <i>Shirts</i> | <i>Bottom Wear/Pants</i> | <i>Jacket/Sweater/Sweatshirt</i> |
|-----------------------------------|---|-------------------------------------|---|
| Carr Intermediate | White | Navy Blue | Navy Blue White |
| Lathrop Intermediate | Gray Navy Blue White | Navy Blue | Gray Navy Blue White |
| MacArthur Fundamental | Any Solid Color | Any Solid Color | Navy Blue White |
| McFadden Intermediate | Black Navy Blue Red White | Black Navy Blue Red White | Black Navy Blue Red White |
| Mendez Fundamental | Black Gray Navy Blue Royal Blue White | Black Gray Khaki Navy Blue | Black Gray Navy Blue Royal Blue White |
| Sierra Preparatory Academy | Black White Yellow | Black Khaki Navy Blue | Navy Blue White |
| Spurgeon Intermediate | Burgundy Navy Blue White | Khaki Navy Blue | Burgundy Navy Blue White |
| Villa Fundamental | Navy Blue Red White | Khaki Navy Blue | Navy Blue Red White |
| Willard Intermediate | Black Gray Light Blue Navy Blue White | Black Gray Khaki Navy Blue | Black Gray Navy Blue White |

| <i>Elementary Schools</i> | <i>Shirts</i> | <i>Bottom Wear/Pants</i> | <i>Jacket/Sweater/Sweatshirt</i> |
|----------------------------------|--|-----------------------------|----------------------------------|
| Adams Elementary | Light Blue Navy Blue Red White | Khaki Navy Blue | Navy Blue Red White |
| Carver Elementary | Blue Red White | Navy Blue | Navy Blue White |
| Davis Elementary | Light Blue Navy Blue Red White | Navy Blue | Navy Blue White |
| Diamond Elementary | Navy Blue White | Khaki Navy Blue | Navy Blue White |
| Edison Elementary | Light Blue Red Royal Blue White | Khaki Navy Blue | Navy Blue Red White |
| Esqueda School Grades K-5 | Green Light Blue Navy Blue Red White | Khaki Navy Blue | Navy Blue White |
| Esqueda School Grades 6-8 | Black Gray | Khaki Navy Blue | Navy Blue White |
| Franklin Elementary | Navy Blue White | Navy Blue | Navy Blue White |
| Fremont Elementary | Navy Blue White | Khaki Navy Blue | Navy Blue White |
| Garfield Elementary | Navy Blue Red White | Khaki Navy Blue | Navy Blue White |
| Greenville Fundamental | Any Solid Color | Black Khaki Navy Blue | Any Solid Color |
| Harvey Elementary | Blue Red White | Khaki Navy Blue | Navy Blue Red White |

| <i>Elementary Schools</i> | <i>Shirts</i> | <i>Bottom Wear/Pants</i> | <i>Jacket/Sweater/Sweatshirt</i> |
|-----------------------------|---|--------------------------|------------------------------------|
| Heninger School | Navy Blue White | Navy Blue | Navy Blue White |
| Heroes Elementary | Navy Blue Red White | Khaki Navy Blue | Navy Blue Red White |
| Hoover Elementary | Blue Red White | Khaki Navy Blue | Navy Blue Red White |
| Jackson Elementary | Red Navy Blue White | Khaki Navy Blue | Navy Blue Red White |
| Jefferson Elementary | Light Blue Navy Blue Red White | Khaki Navy Blue | Navy Blue White |
| Kennedy Elementary | Navy Blue Red White | Khaki Navy Blue | Navy Blue Red White |
| King Elementary | Navy Blue White | Navy Blue | Navy Blue White |
| Lincoln Elementary | Navy Blue Red White | Navy Blue | Black Navy Blue Red White |
| Lowell Elementary | Blue Green Red White | Khaki Navy Blue | Any Solid Color |
| Madison Elementary | Light Blue Navy Blue Red White | Khaki Navy Blue | Navy Blue White |
| Martin Elementary | Light Blue Navy Blue White | Khaki Navy Blue | Navy Blue White |

| <i>Elementary Schools</i> | <i>Shirts</i> | <i>Bottom Wear/Pants</i> | <i>Jacket/Sweater/Sweatshirt</i> |
|-------------------------------|--|------------------------------------|--|
| Monroe Elementary | Black Light Blue Navy Blue Red White | Black Khaki Navy Blue Red | Black Navy Blue Red White |
| Monte Vista Elementary | Blue White | Khaki Navy Blue | Black Navy Blue White |
| Muir Fundamental | Any Solid Color | Khaki Navy Blue | Any Solid Color |
| Pio Pico Elementary | White | Navy Blue | Navy Blue White |
| Remington Elementary | Blue Red White | Khaki Navy Blue | Navy Blue Red White |
| Romero-Cruz Elementary | Red White Blue | Navy Blue | Navy Blue White |
| Roosevelt Elementary | Khaki Navy Blue Red White | Khaki Navy Blue Red White | Khaki Navy Blue Red White |
| Santiago School | Black Burgundy Forest Green Light Blue Navy Blue Pink Red White | Black Khaki Navy Blue | Black Burgundy Forest Green Light Blue Navy Blue Pink Red White |
| Sepulveda Elementary | Light Blue Navy Blue Red White | Khaki Navy Blue | Navy Blue White |
| Taft Elementary | White | Navy Blue | Navy Blue White |

| <i>Elementary Schools</i> | <i>Shirts</i> | <i>Bottom Wear/Pants</i> | <i>Jacket/Sweater/Sweatshirt</i> |
|------------------------------|--|-----------------------------|--|
| Thorpe Fundamental | White | Black Khaki Navy Blue | Any Solid Color |
| Walker Elementary | White | Navy Blue | Navy Blue White |
| Washington Elementary | White | Navy Blue | Navy Blue |
| Wilson Elementary | Dark Green Light Blue Navy Blue White | Navy Blue Khaki | Dark Green Light Blue Navy Blue White |



K- 8 Mandatory Uniform Dress Policy Guidelines (Based on BP/AR 5132.5)

Each K-8 school in the District shall implement the K-8 Mandatory Uniform Dress policy. A plan shall be developed by each K-8 school for uniform dress including the color(s) for the uniform. The District recommends that a standard uniform of white tops and navy blue bottoms be considered to facilitate student movement from site to site within the District and to increase uniform availability, but sites are responsible for the color of uniforms selected. The Board must approve all school plans.

The school shall publish its plan in student and parent documents at the beginning of each school year to ensure that parents and student are clearly informed of dress and grooming requirements.

Determination of Colors and Standards

Each site may determine its own colors.

1.0 Model of dress for girls:

- Plain white shirts/blouses with sleeves and a collar, tucked in at the waist (not bloused)
- Navy blue skirts, culottes, skorts, Bermudas, dresses with sleeves and a collar, jumpers, or slacks; no jeans
- Plain navy blue or white sweater, jacket, or sweatshirt
- Navy blue or white socks (at knee or below)
- Navy blue vests are permitted when worn over a blouse/shirt

2.0 Model of dress for boys:

- Plain white shirts with sleeves and collar, tucked in at the waist
- Navy blue slacks or Bermuda shorts with waistbands no higher than two inches; no jeans
- Plain navy blue or white sweater, jacket, or sweatshirt
- Navy blue or white socks (mid-calf or below)
- Navy blue vests are permitted when worn over a shirt

3.0 General Guidelines for School Attire:

1. Clothing must be free from tears, rips, holes, etc.
2. Clothing should not be oversized.
3. Pants must fit, cannot be oversized, and must be hemmed.
4. Socks will not be pulled up to meet bottom of shorts.
5. There should be no visible initials, insignias, pictures, or logos on clothing, except for school logos.
6. Shoes must be worn at all times and must be must be enclosed. Steel toes or western-type boots are not to be worn.
7. Colored or thick shoe laces, and black gloves are not permitted.
8. Bandanas, hair nets, and beanies are not permitted. Only those students, with the approval from the principal because of medical/religious

purposes, may have an exception. Hoodies worn over the head may be permitted outdoors during inclement weather.

9. Hats are not to be worn indoors. No baseball caps other than school issued ones will be permitted.
10. Visible jewelry is limited to small watches, rings, necklaces, and bracelets; earrings should be a small stud or a hoop no larger than a dime. Wallet chains, and/or spiked and sharp jewelry are not allowed.
11. Gang slogans and graffiti will not be allowed on backpacks or purses.
12. No shirts with gang, drug, graffiti or sexual connotations including OC or SA in old English lettering.
13. Jerseys or shirts with team logos are not allowed.
14. No belt buckles with logos or initials (including anything related to weapons, drugs, or of a sexual nature) are allowed.
15. Hair shall be clean and neatly groomed. Hair may not be sprayed by any coloring that would drip when wet.

An occasional “spirit day” may be declared by the site, at which time students may choose to wear school logo shirts, spirit shirts, or special activity shirts.

- 4.0** Parents who choose not to have their students wear uniforms may be exempt from this policy by:
- a) requesting an exemption form in the local school office;
 - b) completing the application; and
 - c) submitting it to the designated administrator at the student’s school.

Any student who applies for exemption from the Mandatory Uniform Policy must comply with the previously established District Dress Code (AR 5132).

Discipline Provisions:

- 5.0** No student shall be suspended from class or from school, be expelled from school, or received a lowered grade as a result of not complying with Board policy. (AR 5132.5 (b))
- 6.0** No student shall be considered non-compliant with this policy in the following instances (AR 5132.5 (c)):
- When non-compliance derives from a financial hardship
 - When a student wears a button, armband, or other accouterment to exercise his/her right to freedom of expression as provided by Education Code 48907, unless the button, armband, or other accouterment signifies or is related to gangs, gang membership, or gang activity as provided by Education Code 35183
 - When a student wears the uniform of nationally recognized youth organization, such as Boy Scouts or Girl Scouts, on regular meeting days
 - When a student wears a school-adopted logo shirt on designated days
 - When a student’s parent or guardian has secured an exemption from the uniform policy by following the prescribed procedures

- When the school principal authorizes a special dress day

Appropriate Disciplinary Actions:

- If a student is not following the Uniform Policy, the classroom teacher or designee will talk to the student to ascertain the reason for the non-compliance. If the classroom teacher determines that the issue is one that warrants a parent contact, then that teacher may refer the concern to the site administration.
- The principal will review the policy with the student and parent to make sure that they clearly understand the policy expectations, to explain the exemption procedures, and give the parent the option of helping his/her child to comply or of exempting the student from the policy.
- Referral to school counselor, psychologist, social worker, CWA personnel or other school support service personnel for case management and counseling.
- Spare shirts and pants and uniforms
- Spirit shirts
- Appropriate and gradual loss of privileges
- Campus beautification projects
- Behavior Contract
- Community Service

AGENDA ITEM BACKUP SHEET
July 22, 2014

Board Meeting

TITLE: Authorization to Renew Subscription with Apex Learning for Digital Curriculum and Services for 2014-15 School Year

ITEM: Consent

SUBMITTED BY: Dawn Miller, Assistant Superintendent, Secondary Education

PREPARED BY: Alexandra Ito, Director, Education Technology

BACKGROUND INFORMATION:

The purpose of the agenda item is to seek Board authorization to renew existing online subscriptions with Apex Learning for digital curriculum and services for the 2014-15 school year. At its July 23, 2013 meeting, the Board authorized staff to award a contract to Apex Learning to be used for high school credit recovery classes for the 2013-14 regular school year and summer school.

RATIONALE:

A current total projection of 2,000 students will be enrolled in a credit recovery course or an independent studies for the 2014-15 regular school year and summer school. Apex Learning will provide an annual subscription to online curriculum, course materials for teachers and students, and full-day on site professional development.

FUNDING:

Various school site funds: \$108,346.00

RECOMMENDATION:

Authorize to renew subscription with Apex Learning for digital curriculum and services for the 2014-15 school year.


DM:AI:sz

Apex Learning Price Quote

SANTA ANA UNIFIED SCHOOL DISTRICT
 1601 E CHESTNUT AVE
 SANTA ANA, CA 92701-6322



1215 4th Ave, Suite 1500
 Seattle, WA 98161

Attention: Alexandra Ito

SANTA ANA UNIFIED SCHOOL DISTRICT has requested a price quote from Apex Learning® for a digital learning solution.

Apex Learning proposes the following digital curriculum and services to meet your goals and objectives.

| Digital Curriculum | Unit | Unit Price | Volume Discount | Multi-Year Discount | One-Time Discount | Discounted Unit Price | Quantity | Extended Price |
|-------------------------------------|--------------------------------|------------|-----------------|---------------------|-------------------|-----------------------|----------|--------------------|
| Apex Learning Comprehensive Courses | Single Enrollment Subscription | \$125.00 | 52% | | 20% | \$48.00 | 2000 | \$96,000.00 |
| Digital Curriculum Sub-Total | | | | | | | | \$96,000.00 |

| Course Materials | Unit | Unit Price | Quantity | Extended Price |
|--|--------|------------|----------|-------------------|
| Course Materials: Teacher editions of science lab manuals; with standard shipping. <i>Biology: Exploring Life Lab Manual (Teacher Edition)</i> <i>Prentice Hall Chemistry Lab Manual (Teacher Edition)</i> <i>Prentice Hall Earth Science Lab Manual (Teacher Edition)</i> | Bundle | \$144.00 | 9 | \$1,296.00 |
| Course Materials: Required materials for new general studies courses; with standard shipping. (Excludes required materials for Literacy Advantage and Honors English courses for English I and II) <i>Biology: Exploring Life Lab Manual</i> <i>Prentice Hall Chemistry Lab Manual</i> <i>Prentice Hall Earth Science Lab Manual</i> <i>American Born Chinese</i> <i>Fast Food Nation</i> <i>The Great Gatsby</i> <i>A Raisin in the Sun</i> <i>The Way to Rainy Mountain</i> <i>Life of Pi</i> <i>Death of a Salesman</i> <i>Short Fiction: An Anthology</i> <i>Things Fall Apart</i> | Bundle | \$250.00 | 9 | \$2,250.00 |
| Total Course Materials Price | | | | \$3,546.00 |

| Professional Services | Unit | Unit Price | Quantity | Extended Price |
|---|---------|------------|----------|-------------------|
| Professional Services; Full day; Onsite (1) Curriculum Alignment Facilitation - Common Core - On-Site (1) Functionality Training and Best Practices - On-Site (1) Program Evaluation - On-Site (1) Teacher Coaching and Mentoring - On-Site | Session | \$2,200.00 | 4 | \$8,800.00 |
| Total Professional Services Price | | | | \$8,800.00 |

| | | | |
|--------------------|--|--|---------------------|
| Total Price | | | \$108,346.00 |
|--------------------|--|--|---------------------|

The above prices are valid for 60 days from 6/23/2014 unless stated otherwise.

Attachment A
Purchasing Apex Learning Digital Curriculum and Services

1. Comprehensive Courses

A subscription to comprehensive courses provides access to all available comprehensive courses.

Single Enrollment Subscriptions: A Single Enrollment Subscription provides access for a period of 12 months for one student enrolled in one comprehensive course. If a student completes or withdraws from the course in which he or she is enrolled, the Single Enrollment Subscription may be utilized to enroll that student or another student in any comprehensive course. Apex Learning counts the number of course enrollments when Single Enrollment Subscriptions are purchased. The number of course enrollments at one time may not exceed the number of Single Enrollment Subscriptions purchased.

Additional Subscriptions: Additional subscriptions with access through the same order end date may be purchased either at the price per subscription of the initial purchase or a price per month per subscription.

There are no credits or refunds for purchases of subscriptions to comprehensive courses.

2. Course Materials

Certain comprehensive courses have course materials that may be required or are optional for the digital curriculum such as books for English courses, lab materials for science courses, or other ancillary items such as a calculator for math courses or a microphone for world languages courses. The price for comprehensive courses and ALVS enrollments does not include any such course materials. The course materials list can be found at http://www.apexlearning.com/documents/materials_list.pdf

Required and optional books may be purchased from Apex Learning. The price for such books does not include applicable sales tax. If any such tax is due, it will be reflected on Apex Learning's invoice. There are no returns, credits, or refunds for books purchased from Apex Learning.

3. Parental Consent

The client is responsible for obtaining any necessary parental consent for each student to use Apex Learning digital curriculum.

4. Laboratory Activities

The client is responsible for the implementation of any hands-on laboratory activities, including ensuring that qualified personnel are available to supervise such hands-on laboratory activities.

5. Professional Development

Scheduling: Onsite professional development sessions cannot be scheduled until Apex Learning has received a valid purchase order or executed contract and must be scheduled at least 2 weeks in advance of the delivery date.

Cancellations: If a scheduled onsite professional development session is cancelled without at least 2 weeks prior written notice, the client will be required to pay Apex Learning for travel and related expenses at the time that onsite professional development session is delivered.

Expiration: Professional development must be delivered prior to the order expiration date. There are no credits or refunds for unused professional development sessions.

If you choose to complete this purchase, Apex Learning requires a signed copy of this price quote and a purchase order for the total price or an executed Apex Learning contract. Please fax or e-mail the signed price quote and a purchase order to the attention of Nora Zwillick at (206) 381-5601 or salesdocs@apexlearning.com.

Payment of all invoices is due 30 days from the invoice date. Apex Learning does not accept payment by credit card.

Please see Attachment A for information regarding the purchase of Apex Learning digital curriculum and services.

Thank you for your consideration of an Apex Learning digital learning solution.

| | | | |
|-----------|------|--------------|-------|
| Signature | Date | Printed Name | Title |
|-----------|------|--------------|-------|

AGENDA ITEM BACKUP SHEET
July 22, 2014

Board Meeting

TITLE: **Approval of Renewal of Service Agreement with The Regents of The University of California Center for Educational Partnerships for 2014-15 School Year**

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 to renew a service agreement with the Regents of the University of California on behalf of the Center for Educational Partnerships and the Irvine Mathematics Project at the University of California, Irvine (UCI) for the 2014-15 school year. This partnership will co-fund two curriculum specialists to support the District's English Language Learner (ELL) program and one classroom teacher to offer teacher leadership for the Irvine Math Project (IMP), which is housed in the UCI Center of Educational Partnerships.

RATIONALE:

The UCI California Reading and Literature Project (CRLP) and IMP works in close collaboration with the District leadership to develop and coordinate professional development plans.

These service agreements contract two curriculum specialists to help implement and realize the goals and objectives for the ELL program and help support and foster teacher leadership and pedagogical content skills via summer leadership institutes and academic year follow up for the District's math program. The District will be reimbursed the combined current salary equivalent time of 50% and 30%, plus 7.43% indirect costs of the two curriculum specialists and 100% of the current salary equivalent for the mathematics teacher. These agreements are subject to annual renewal.

FUNDING:

UCI California Reading and Literature Project District Reimbursement: \$113,680.00

UCI Irvine Math Project: \$136,622

RECOMMENDATION:

Approve the renewal service agreement with the Regents of the University of California Center for Educational Partnerships California Reading and Literature Project for the 2014-15 school year.

DM:sz

SERVICE AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
Santa Ana Unified School District

This Agreement to furnish services is by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California constitutional corporation, on behalf of The Center for Educational Partnerships at University of California, Irvine (hereinafter called "the University") and Santa Ana Unified School District (hereinafter called "Contractor") located at 1601 East Chestnut, Santa Ana, CA 92701-6322.

I. SCOPE OF WORK

A. The Contractor shall furnish to the University the following described services:

Contractor will release each individual specified in Article I.B. for a percentage of their time to serve as one of the co-directors of the California Reading and Literature Project (CRLP). Their K-12 curriculum and pedagogical expertise will contribute to the high quality professional development to be provided to partner schools and districts in Orange County. As Co-Directors of the CRLP, they will be responsible for providing project oversight as well as collaborating with statewide regional directors and university faculty to design and develop standards and research-based professional development workshops/institutes for teachers, with a particular emphasis in supporting English learners. Additional responsibilities will include:

- Work in close collaboration with partner schools and districts to ensure the professional development provided is supported through building capacity within schools and districts to sustain quality implementation.
- Support and foster teacher leadership and pedagogical content skills through leadership development institutes.
- Attend statewide meetings and possible national workshops and conferences.
- Provide technical support to partner schools and districts.
- Work with University faculty and the advisory committee to support the goals & objectives of the CRLP.
- Evaluate the teacher professional development programs offered by the CRLP. Feedback will be gathered, analyzed and used to inform the CRLP of possible refinements, adjustments and improvements that can be addressed.

B. If applicable, Contractor agrees that Linda Palomino and Robyn Lee-Giuseffi shall be assigned to perform the work set forth herein. No reassignment of work to any other individual shall be made without the written approval of the University.

C. Reports:

The Contractor shall provide reports as described:

Status reports will be provided to the individuals specified in Article V. as requested.

D. If applicable, the services of the Contractor will assist the University in the performance of contract/grant no. N/A sponsored by N/A dated N/A.

Applicable portions of contracts are attached.

II. TERM OF AGREEMENT

A. The period of performance for this Agreement shall be from 7/1/14 through 6/19/15.

B. Either the University or the Contractor may terminate this Agreement for convenience at any time by giving the other 30 calendar days' written notice of such action.

- C. If one party gives 10 days' notice to the other of a breach of this Agreement and the breaching party fails to cure said breach within said 10 day period, this Agreement may be terminated immediately by the non-breaching party.

III. COMPENSATION AND REIMBURSEMENT OF EXPENSES

A. The University will pay the following to the Contractor for services performed:

1. Fees:

For CRLP work specified in Article I.A: \$ 113,680

1) For services performed by Linda Palomino, based on the equivalent of 50% of her time. A total of \$77,881 for the academic year represents 50% of salary and benefits +7.43% indirect costs.

2) For services performed by Robyn Lee-Giuseffi, based on the equivalent of 30% time of her time. A total of \$35,799 for the academic year represents 30% of salary and benefits + 7.43% indirect costs.

| | |
|--|------------|
| <input type="checkbox"/> See attached fee schedule | \$ |
| <input type="checkbox"/> \$ per <input type="checkbox"/> day/ <input type="checkbox"/> hour x not-to-exceed <input type="checkbox"/> days/ <input type="checkbox"/> hours | \$ |
| <input type="checkbox"/> \$ flat rate of | \$ |
| Subtotal | \$ 113,680 |

2. Other Expenses:

Amounts below are not-to-exceed amounts

Receipts must be submitted with invoices for actual expenditures

See attached fee schedule

Per Diem at \$ for up to days \$

Travel expenses: \$

Other expenses: \$

Subtotal \$ 0.00

MAXIMUM TO BE PAID UNDER THIS AGREEMENT: \$ 113,680

B. Payments.

Payment will be made upon submission of an invoice by the Contractor setting forth charges in accordance with rates detailed in paragraph A above and the performance schedule in Article IV. below. The invoice must include the Contractor's taxpayer identification number. Contractors shall submit invoices to person named in V., below.

OR

Payments will be made on a monthly or periodic basis without invoice provided a schedule of specific payment has been made a part of this Agreement and is in accordance with the performance schedule set out in Article IV below.

No payments shall be made in advance of work performed, except as specified in the Agreement.

IV. PERFORMANCE SCHEDULE

Performance of services shall be between July 1, 2014 and June 19, 2015.

V. REPORTING

In performing services hereunder, the Contractor shall report to:

Betty Isa, California Reading and Literature Project, Center for Educational Partnerships, 420 Social Science Tower, Irvine, CA 92697-2505

VI. NOTIFICATION

Any written notification required hereunder shall be personally served or mailed by certified mail, return receipt requested, to the following:

For the University: Betty Isa
California Reading and Literature Project
420 Social Science Tower
Irvine, CA 92697-2505

For the Contractor: Stefanie Phillips, Ed.D., CBO
Deputy Superintendent, Operations
Santa Ana Unified School District
1601 East Chestnut
Santa Ana, CA 92701

VII. TAXES

The compensation stated in Article III of this Agreement includes all applicable taxes and will not be changed hereafter as the result of Contractor's failure to include any applicable tax, or as the result of any changes in the Contractor's tax liabilities.

VIII. CONTRACTOR IDENTIFICATION

Each contractor who enters into a contract with the University of California for \$10,000 or more shall list their appropriate Taxpayer Number (EIN or SSN) on each contract. In addition, upon acceptance of this contract Contractor agrees to include their Taxpayer Identification Number on all future contracts regardless of the amount.

IX. ASSIGNMENT OR SUBCONTRACTING

The Contractor may not assign or transfer this Agreement or any interest herein or claim hereunder, or subcontract any portion of the work hereunder, without the prior written approval of the University. If the University consents to such assignment or transfer, the terms and conditions of this Agreement shall be binding upon any assignee or transferee.

X. PATENTS

Whenever any invention or discovery is made or conceived by the Contractor in the course of or in connection with this Agreement, the Contractor shall promptly furnish the University complete information with respect thereto and the University shall have the sole power to determine whether and where a patent application shall be filed and to determine the disposition of title to and all rights under any application or patent that may result. The Contractor will, at University expense, execute all documents and do all things necessary or proper with respect to such patent applications. The Contractor is specifically subject to an obligation to assign all right, title and interest in any such patent rights to the University as well as all right, title and interest in tangible research products embodying such inventions whether the inventions are patentable or not.

XI. COPYRIGHT

The University shall own, solely and exclusively, the copyright and all copyright rights to any written or otherwise copyrightable material delivered under this Agreement. The Contractor warrants that all creators of copyrightable material delivered under this Agreement to the University are, at the time of the material's creation, bona fide employees or subcontractors of the Contractor, and that such creation is within the course and scope of the creator's employment.

XII. CONTRACTOR'S LIABILITY AND INSURANCE REQUIREMENTS

1. The Contractor shall defend, indemnify, and hold the University, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury

or damages that are caused by or result from the negligent or intentional acts or omissions of the Contractor, its officers, agents, employees, or subcontractors.

2. The Contractor, at its sole cost and expense, shall insure its activities in connection with the work under this Agreement and obtain, keep in force, and maintain insurance as follows:

a. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

| | |
|--|---------------------|
| (1) Each Occurrence | \$ <u>1,000,000</u> |
| (2) Products/Completed Operations Aggregate | \$ <u>1,000,000</u> |
| (3) Personal and Advertising Injury | \$ <u>1,000,000</u> |
| (4) General Aggregate (Not applicable to the Comprehensive Form) | \$ <u>1,000,000</u> |

Such Insurance shall be written on an occurrence-based form. Claims-made policies will not be accepted.

b. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (REQUIRED ONLY IF THE CONTRACTOR DRIVES ON THE UNIVERSITY PREMISES IN THE COURSE OF PERFORMING WORK FOR UNIVERSITY.)

c. Professional Liability Insurance with a limit of \$1,000,000 per occurrence. If this insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

d. Workers' Compensation as required by law.

It should be expressly understood, however, that the coverage and limits referred to under a., b., and c. above shall not in any way limit the liability of the Contractor. The Contractor shall furnish the University with certificates of insurance evidencing compliance with all requirements prior to commencing work under this Agreement. Such certificates shall:

- (1) Provide for thirty (30) days advance written notice to the University of any modification, change, or cancellation of any of the above insurance coverage.
- (2) Indicate that The Regents of the University of California has been endorsed as an additional insured under the coverage referred to under a. and b.
- (3) Include a provision that the coverage will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the University.

It should be further understood that the provisions under (2) and (3) above shall only apply in proportion to and to the extent of the negligent act or omissions of the Contractor, its officers, agents, or employees.

XIII. RECORDS ABOUT INDIVIDUALS

The State of California Information Practices Act of 1977, as well as University policy, sets forth certain requirements and safeguards regarding records pertaining to individuals, including the rights of access by the subject individual and by third parties.

If the Contractor creates records about an individual of a confidential or personal type, including notes or tape recordings, the information shall be collected to the greatest extent practicable directly from the individual who is the subject of the information. When collecting the information, the Contractor shall inform the individual that the record is being made and the purpose of the record. Use of recording devices is permitted only if specified in this Agreement.

XIV. OWNERSHIP AND ACCESS TO RECORDS

All records are the property of the University and subject to state law and University policies governing privacy and access to files. The Contractor shall not use such information except as required in the performance of the services under this Agreement.

XV. EXAMINATION OF RECORDS

The University, and if the applicable contract or grant so provides, the other contracting party or grantor (and if that be the United States, or an agency or instrumentality thereof, then the Controller General of the United States) shall have access to and the right to examine any pertinent books, documents, papers, and records of the Contractor involving transactions and work related to this Agreement until the expiration of five years after final payment hereunder. The Contractor shall retain project records for a period of five years from the date of final payment.

XVI. CONFLICT OF INTEREST

1. The Contractor shall not hire any officer or employee of the University to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, the Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement.
2. The Contractor affirms that to the best of his/her knowledge there exists no actual or potential conflict between the Contractor's family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest which may rise as a result of such change will be raised with the University.
3. The Contractor shall not be in a reporting relationship to a University employee who is a near relative, nor shall the near relative be in a decision-making position with respect to the Contractor.

XVII. EQUAL OPPORTUNITY AFFIRMATIVE ACTION

The Contractor will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Contractor will abide by 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **"This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability."** With respect to activities occurring in the State of California, Contractor agrees to adhere to the California Fair Employment and Housing Act. Contractor will provide UC on request a breakdown of its labor force by groups as specified by UC, and will discuss with UC its policies and practices relating to its affirmative action programs. Contractor will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

XVIII. CONFIDENTIALITY

The Contractor shall use his or her best efforts to keep confidential any information provided by the University and marked "Confidential Information," or any oral information conveyed to the Contractor by the University and followed by a written communication within thirty (30) days that said information shall be considered Confidential Information. This non-disclosure provision shall not apply to any of the following:

1. Information which the Contractor can demonstrate by written records was known to him or her prior to the effective date of this Agreement;

2. Is currently in, or in the future enters, the public domain other than through a breach of this Agreement or through other acts or omissions of Contractor;
3. Is obtained lawfully from a third party; or
4. Disclosures as required by law. However, Contractor shall notify University in advance of such requests for release of information so as to allow the University reasonable time to oppose or seek to quash such disclosures with the court if it desires.

XIX. NON-WAIVER

Waiver or non-enforcement by either party of a term or condition shall not constitute a waiver or a non-enforcement of any other term or condition or of any subsequent breach of the same or similar term or condition.

XX. NO THIRD-PARTY RIGHTS

Nothing in this Agreement is intended to make any person or entity that is not signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

XXI. STANDARD FOR PERFORMANCE

The parties acknowledge that the University, in selecting the Contractor to perform the services hereunder, is relying upon the Contractor's reputation for excellence in the performance of the services required hereunder. The Contractor shall perform the services in the manner of one who is a recognized specialist in the types of services to be performed. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties. The Contractor shall devote such time to performance of its, her, or his duties under this Agreement as is reasonably necessary for the satisfactory performance of such duties within the deadlines set forth herein. Nothing in the foregoing shall be construed to alter the requirement that time is of the essence in this Agreement.

XXII. INDEPENDENT CONTRACTOR

Contractor in the performance of this Agreement shall be and act as an independent contractor. Contractor understands and agrees that its employees, contractors, subcontractors, and agents shall not be considered officers, employees, or agents of University, and are not entitled to benefits of any kind or nature normally provided to employees. Contractor assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance (as applicable), social security, and income tax withholding with respect to Contractor employees.

XXIII. DISPUTE RESOLUTION

Any dispute arising regarding the interpretation or implementation of this Agreement, including any claims for breach of this Agreement, shall be resolved by submitting the claim for arbitration to the American Arbitration Association in accordance with its rules and procedures applicable to commercial disputes. The location of any arbitration hearing shall be Orange County, California, and any enforcement of the arbitrator's decision shall be brought in a court of competent jurisdiction in Orange County, California.

XXIV. ATTORNEY'S FEES

In any action brought by a party to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs. The prevailing party shall be entitled to the reasonable value of any services provided to it by in-house counsel. The reasonable value of services provided by in-house counsel shall be calculated by applying an hourly rate commensurate with prevailing market rates charged by attorneys in private practice for such services.

XXV. AMENDMENTS

Any amendments to this Agreement must be made, in writing, and approved by the authorized representatives of the Contractor and the University.


XXVI. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and supersedes all prior written or oral agreements with respect to the subject matter herein.

XXVII. APPLICABLE LAW

This Agreement shall be construed in accordance with the laws of the State of California without regard to its conflicts of laws rules.

University Internal Approval(s):


Department Approval (date) 6/19/14
Name: Dr. Stephanie Reyes-Tuccio
Title: Director, Center for Educational Partnerships

IN WITNESS WHEREOF, duly authorized representatives of the parties have signed in confirmation of this Agreement.

CONTRACTOR

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

Signature (date)
Name: Stefanie Phillips, Ed.D., CBO
Title: Deputy Superintendent, Operations


Responsible Administrative Official (date) 4/23/14
Materiel & Risk Management

Tax ID No. 95-6002823
(Social Security or Employer ID No.*)

SMOKE AND TOBACCO-FREE ENVIRONMENT: The University of California is committed to a healthy campus and workplace culture and environment. Effective January 2, 2014, the University of California is a Smoke and Tobacco-Free environment. Smoking and the use of smokeless tobacco products (e.g. e-cigarettes and other unregulated nicotine products) is strictly prohibited on all University of California-controlled properties, owned or leased and regardless of location. For more information please see: <http://www.policies.uci.edu/adm/pols/903-14.html>

* If the Employer Identification Number is not used, the Social Security Number must be shown. Pursuant to Federal Privacy Act of 1974, you are hereby notified that disclosure of your Social Security Number is required pursuant to Sections 6011 and 6051 of Subtitle F of the Internal Revenue Code and Regulation 4, Section 404, 1256, Code of Federal Regulations, under Section 218, Title II of the Social Security Act, as amended. The Social Security Number is to verify your identity. The principal use of the number shall be to report payments you have received to federal and state governments.

SERVICE AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
Santa Ana Unified School District

This Agreement to furnish services is by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California constitutional corporation, on behalf of The Center for Educational Partnerships, Irvine Mathematics Project at University of California, Irvine (hereinafter called "the University") and Santa Ana Unified School District (hereinafter called "Contractor") located at 1601 East Chestnut, Santa Ana, CA 92701-6322.

I. SCOPE OF WORK

A. The Contractor shall furnish to the University the following described services:

1. Irvine Math Project (IMP) Co-Director Jeffrey Hruby - 100% time

Contractor will serve as the mathematics staff developer supervising the secondary level of professional development for the Irvine Mathematics Project, which is housed in the UCI Center for Educational Partnerships (CFEP).

- Work in close collaboration with district leadership to develop and coordinate professional development plans.
- Support and foster teacher leadership and pedagogical content skills via summer leadership institutes and academic year follow up.
- Propose, draft and submit fee-for-service contracts with Orange County and LA school districts for University approval, and perform work under such agreements when executed.
- Attend statewide meetings and possible national workshops.
- Support elementary director in the design and implementation of elementary programs.

EVALUATION & ANALYSIS:

The Contractor will be responsible for evaluation of the development and implementation of the teacher professional development programs, and will gather, analyze, and report feedback to the IMP Director.

B. If applicable, Contractor agrees that Jeffrey Hruby shall be assigned to perform the work set forth herein. No reassignment of work to any other individual shall be made without the written approval of the University.

C. Reports:

The Contractor shall provide reports as described:

Status reports will be provided to the individuals specified in Article V. as requested.

D. If applicable, the services of the Contractor will assist the University in the performance of contract/grant no. N/A sponsored by N/A dated N/A.

Applicable portions of contracts are attached.

II. TERM OF AGREEMENT

A. The period of performance for this Agreement shall be from 08/27/14 through 06/27/15.

B. Either the University or the Contractor may terminate this Agreement for convenience at any time by giving the other 30 calendar days' written notice of such action.

- C. If one party gives 10 days' notice to the other of a breach of this Agreement and the breaching party fails to cure said breach within said 10 day period, this Agreement may be terminated immediately by the non-breaching party.

III. COMPENSATION AND REIMBURSEMENT OF EXPENSES

- A. The University will pay the following to the Contractor for services performed:

1. Fees:

| | | |
|-------------------------------------|--|------------|
| <input checked="" type="checkbox"/> | \$13,462.20 per month for 10 months | \$ 134,622 |
| <input type="checkbox"/> | See attached fee schedule | \$ |
| <input type="checkbox"/> | \$ per <input type="checkbox"/> day/ <input type="checkbox"/> hour x not-to-exceed <input type="checkbox"/> days/ <input type="checkbox"/> hours | \$ |
| <input type="checkbox"/> | \$ flat rate of | \$ |
| | Subtotal | \$ 134,622 |

2. Other Expenses:

| | | |
|-------------------------------------|--|----------|
| <input checked="" type="checkbox"/> | Amounts below are not-to-exceed amounts | |
| <input type="checkbox"/> | Receipts must be submitted with invoices for actual expenditures | |
| <input type="checkbox"/> | See attached fee schedule | |
| <input type="checkbox"/> | Per Diem at \$ for up to days | \$ |
| <input type="checkbox"/> | Travel expenses: | \$ |
| <input checked="" type="checkbox"/> | Other expenses: for potential cost increase in benefits* | \$ 2,000 |
| <input type="checkbox"/> | | |

*Will only be paid if there is a documented increase.

Subtotal \$ 2,000

MAXIMUM TO BE PAID UNDER THIS AGREEMENT: \$ 136,622

- B. Payments.

Payment will be made upon submission of an invoice by the Contractor setting forth charges in accordance with rates detailed in paragraph A above and the performance schedule in Article IV. below. The invoice must include the Contractor's taxpayer identification number. Contractors shall submit invoices to person named in V., below.

OR

Payments will be made on a monthly or periodic basis without invoice provided a schedule of specific payment has been made a part of this Agreement and is in accordance with the performance schedule set out in Article IV below.

No payments shall be made in advance of work performed, except as specified in the Agreement.

IV. PERFORMANCE SCHEDULE

All services shall be provided within the period of performance of this Agreement.

Contractor shall invoice University twice, once mid-year for half the fee and again at the end of the academic year (June 2015) for the other half of the fee.

V. REPORTING

In performing services hereunder, the Contractor shall report to:

Karajeon Hyde, California Math Project, Center for Educational Partnerships, 439 Social Science Tower, Irvine CA 92697-2505
(Contact regarding invoices: Jacky Meyer, CFEP Business Manager, 481 Social Science Tower, Irvine CA 92697-2505)

VI. NOTIFICATION

Any written notification required hereunder shall be personally served or mailed by certified mail, return receipt requested, to the following:

For the University: Karajeon Hyde
Irvine Math Project
439 Social Science Tower
Irvine, CA 92697-2505

For the Contractor: Stefanie Phillips, Ed.D., CBO
Deputy Superintendent, Operations
Santa Ana Unified School District
1601 East Chestnut Avenue
Santa Ana, CA 92701

VII. TAXES

The compensation stated in Article III of this Agreement includes all applicable taxes and will not be changed hereafter as the result of Contractor's failure to include any applicable tax, or as the result of any changes in the Contractor's tax liabilities.

VIII. CONTRACTOR IDENTIFICATION

Each contractor who enters into a contract with the University of California for \$10,000 or more shall list their appropriate Taxpayer Number (EIN or SSN) on each contract. In addition, upon acceptance of this contract Contractor agrees to include their Taxpayer Identification Number on all future contracts regardless of the amount.

IX. ASSIGNMENT OR SUBCONTRACTING

The Contractor may not assign or transfer this Agreement or any interest herein or claim hereunder, or subcontract any portion of the work hereunder, without the prior written approval of the University. If the University consents to such assignment or transfer, the terms and conditions of this Agreement shall be binding upon any assignee or transferee.

X. PATENTS

Whenever any invention or discovery is made or conceived by the Contractor in the course of or in connection with this Agreement, the Contractor shall promptly furnish the University complete information with respect thereto and the University shall have the sole power to determine whether and where a patent application shall be filed and to determine the disposition of title to and all rights under any application or patent that may result. The Contractor will, at University expense, execute all documents and do all things necessary or proper with respect to such patent applications. The Contractor is specifically subject to an obligation to assign all right, title and interest in any such patent rights to the University as well as all right, title and interest in tangible research products embodying such inventions whether the inventions are patentable or not.

XI. COPYRIGHT

The University shall own, solely and exclusively, the copyright and all copyright rights to any written or otherwise copyrightable material delivered under this Agreement. The Contractor warrants that all creators of copyrightable material delivered under this Agreement to the University are, at the time of the material's creation, bona fide employees or subcontractors of the Contractor, and that such creation is within the course and scope of the creator's employment.

XII. CONTRACTOR'S LIABILITY AND INSURANCE REQUIREMENTS

1. The Contractor shall defend, indemnify, and hold the University, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages that are caused by or result from the negligent or intentional acts or omissions of the Contractor, its officers, agents, employees, or subcontractors.
2. The Contractor, at its sole cost and expense, shall insure its activities in connection with the work under this Agreement and obtain, keep in force, and maintain insurance as follows:

- a. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

| | |
|--|---------------------|
| (1) Each Occurrence | \$ <u>1,000,000</u> |
| (2) Products/Completed Operations Aggregate | \$ <u>1,000,000</u> |
| (3) Personal and Advertising Injury | \$ <u>1,000,000</u> |
| (4) General Aggregate (Not applicable to the Comprehensive Form) | \$ <u>1,000,000</u> |

Such Insurance shall be written on an occurrence-based form. Claims-made policies will not be accepted.

- b. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (REQUIRED ONLY IF THE CONTRACTOR DRIVES ON THE UNIVERSITY PREMISES IN THE COURSE OF PERFORMING WORK FOR UNIVERSITY.)
- c. Professional Liability Insurance with a limit of \$1,000,000 per occurrence. If this insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.
- d. Workers' Compensation as required by law.

It should be expressly understood, however, that the coverage and limits referred to under a., b., and c. above shall not in any way limit the liability of the Contractor. The Contractor shall furnish the University with certificates of insurance evidencing compliance with all requirements prior to commencing work under this Agreement. Such certificates shall:

- (1) Provide for thirty (30) days advance written notice to the University of any modification, change, or cancellation of any of the above insurance coverage.
- (2) Indicate that The Regents of the University of California has been endorsed as an additional insured under the coverage referred to under a. and b.
- (3) Include a provision that the coverage will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the University.

It should be further understood that the provisions under (2) and (3) above shall only apply in proportion to and to the extent of the negligent act or omissions of the Contractor, its officers, agents, or employees.

XIII. RECORDS ABOUT INDIVIDUALS

The State of California Information Practices Act of 1977, as well as University policy, sets forth certain requirements and safeguards regarding records pertaining to individuals, including the rights of access by the subject individual and by third parties.

If the Contractor creates records about an individual of a confidential or personal type, including notes or tape recordings, the information shall be collected to the greatest extent practicable directly from the individual who is

the subject of the information. When collecting the information, the Contractor shall inform the individual that the record is being made and the purpose of the record. Use of recording devices is permitted only if specified in this Agreement.

XIV. OWNERSHIP AND ACCESS TO RECORDS

All records are the property of the University and subject to state law and University policies governing privacy and access to files. The Contractor shall not use such information except as required in the performance of the services under this Agreement.

XV. EXAMINATION OF RECORDS

The University, and if the applicable contract or grant so provides, the other contracting party or grantor (and if that be the United States, or an agency or instrumentality thereof, then the Controller General of the United States) shall have access to and the right to examine any pertinent books, documents, papers, and records of the Contractor involving transactions and work related to this Agreement until the expiration of five years after final payment hereunder. The Contractor shall retain project records for a period of five years from the date of final payment.

XVI. CONFLICT OF INTEREST

1. The Contractor shall not hire any officer or employee of the University to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, the Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement.
2. The Contractor affirms that to the best of his/her knowledge there exists no actual or potential conflict between the Contractor's family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest which may rise as a result of such change will be raised with the University.
3. The Contractor shall not be in a reporting relationship to a University employee who is a near relative, nor shall the near relative be in a decision-making position with respect to the Contractor.

XVII. EQUAL OPPORTUNITY AFFIRMATIVE ACTION

The Contractor will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Contractor will abide by 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **"This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability."** With respect to activities occurring in the State of California, Contractor agrees to adhere to the California Fair Employment and Housing Act. Contractor will provide UC on request a breakdown of its labor force by groups as specified by UC, and will discuss with UC its policies and practices relating to its affirmative action programs. Contractor will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

XVIII. CONFIDENTIALITY

The Contractor shall use his or her best efforts to keep confidential any information provided by the University and marked "Confidential Information," or any oral information conveyed to the Contractor by the University and followed by a written communication within thirty (30) days that said information shall be considered Confidential Information. This non-disclosure provision shall not apply to any of the following:

1. Information which the Contractor can demonstrate by written records was known to him or her prior to the effective date of this Agreement;
2. Is currently in, or in the future enters, the public domain other than through a breach of this Agreement or through other acts or omissions of Contractor;
3. Is obtained lawfully from a third party; or
4. Disclosures as required by law. However, Contractor shall notify University in advance of such requests for release of information so as to allow the University reasonable time to oppose or seek to quash such disclosures with the court if it desires.

XIX. NON-WAIVER

Waiver or non-enforcement by either party of a term or condition shall not constitute a waiver or a non-enforcement of any other term or condition or of any subsequent breach of the same or similar term or condition.

XX. NO THIRD-PARTY RIGHTS

Nothing in this Agreement is intended to make any person or entity that is not signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

XXI. STANDARD FOR PERFORMANCE

The parties acknowledge that the University, in selecting the Contractor to perform the services hereunder, is relying upon the Contractor's reputation for excellence in the performance of the services required hereunder. The Contractor shall perform the services in the manner of one who is a recognized specialist in the types of services to be performed. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties. The Contractor shall devote such time to performance of its, her, or his duties under this Agreement as is reasonably necessary for the satisfactory performance of such duties within the deadlines set forth herein. Nothing in the foregoing shall be construed to alter the requirement that time is of the essence in this Agreement.

XXII. INDEPENDENT CONTRACTOR

Contractor in the performance of this Agreement shall be and act as an independent contractor. Contractor understands and agrees that its employees, contractors, subcontractors, and agents shall not be considered officers, employees, or agents of University, and are not entitled to benefits of any kind or nature normally provided to employees. Contractor assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance (as applicable), social security, and income tax withholding with respect to Contractor employees.

XXIII. DISPUTE RESOLUTION

Any dispute arising regarding the interpretation or implementation of this Agreement, including any claims for breach of this Agreement, shall be resolved by submitting the claim for arbitration to the American Arbitration Association in accordance with its rules and procedures applicable to commercial disputes. The location of any arbitration hearing shall be Orange County, California, and any enforcement of the arbitrator's decision shall be brought in a court of competent jurisdiction in Orange County, California.

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In any action brought by a party to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs. The prevailing party shall be entitled to the reasonable value of any services provided to it by in-house counsel. The reasonable value of services provided by in-house counsel shall be calculated by applying an hourly rate commensurate with prevailing market rates charged by attorneys in private practice for such services.

XXV. AMENDMENTS

Any amendments to this Agreement must be made, in writing, and approved by the authorized representatives of the Contractor and the University.

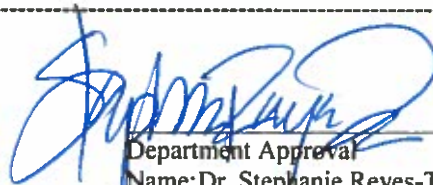
XXVI. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and supersedes all prior written or oral agreements with respect to the subject matter herein.

XXVII. APPLICABLE LAW

This Agreement shall be construed in accordance with the laws of the State of California without regard to its conflicts of laws rules.

University Internal Approval(s):



6/23/14
 Department Approval (date)
 Name: Dr. Stephanie Reyes-Tuccio
 Title: Director, Center for Educational Partnerships

IN WITNESS WHEREOF, duly authorized representatives of the parties have signed in confirmation of this Agreement.

CONTRACTOR

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

Signature _____ (date) _____
 Name: Stefanie Phillips, Ed.D., CBO
 Title: Deputy Superintendent, Operations


6/23/14
 Responsible Administrative Official (date)
~~Nidavone Niravanh~~
 Materiel & Risk Management

Tax ID No. _____
(Social Security or Employer ID No.*)

Rick Coulon, ARM
Director
Materiel & Risk Management

SMOKE AND TOBACCO-FREE ENVIRONMENT: The University of California is committed to a healthy campus and workplace culture and environment. Effective January 2, 2014, the University of California is a Smoke and Tobacco-Free environment. Smoking and the use of smokeless tobacco products (e.g. e-cigarettes and other unregulated nicotine products) is strictly prohibited on all University of California-controlled properties, owned or leased and regardless of location. For more information please see: <http://www.policies.uci.edu/adm/pols/903-14.html>

* If the Employer Identification Number is not used, the Social Security Number must be shown. Pursuant to Federal Privacy Act of 1974, you are hereby notified that disclosure of your Social Security Number is required pursuant to Sections 6011 and 6051 of Subtitle F of the Internal Revenue Code and Regulation 4, Section 404, 1256, Code of Federal Regulations, under Section 218, Title II of the Social Security Act, as amended. The Social Security Number is to verify your identity. The principal use of the number shall be to report payments you have received to federal and state governments.

AGENDA ITEM BACKUP SHEET
July 22, 2014

Board Meeting

TITLE: Approval of Submission of Orange County Arts Education Collaborative Fund Grant Application for 2014-15 School Year

ITEM: Consent

SUBMITTED BY: Dawn Miller, Assistant Superintendent, Secondary Division

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval for the submission of the Orange County Arts Education Collaborative Fund grant application for the 2014-15 school year. This funding application is designed to support programs which further the efforts of any Orange County school district to expand its arts education programs. The District is an Arts Advantage district that has adopted a formal plan for implementation that addresses the areas of standards-based sequential curriculum for all grades, professional development for teachers, District leadership and coordination, materials, facilities, and community partnerships.

RATIONALE:

If funded, the monies will be used to continue the work that the Visual and Performing Arts (VAPA) Professional Learning Community began three years ago in partnership with the Orange County Department of Education and The California Arts Project (TCAP) to:

- Promote and foster teacher collaboration by supporting a Professional Learning Community that works to increase student outcomes.
- Provide additional opportunities for professional development to integrate the Common Core Standards with arts and music instruction into teachers daily instruction.
- To create common assessments across all disciplines and District-wide, utilizing the new National Arts Standards.
- Help promote that all students have access to the arts.

FUNDING:

Orange County Community Foundation: \$10,000.00

RECOMMENDATION:

Approve the submission of the Orange County Arts Education Collaborative Fund grant application for the 2014-15 school year.


DM:RO:sz

GRANT SUMMARY

| | |
|--|---|
| Title: | Orange County Arts Education Collaborative Fund |
| Funding Source: | Orange County Community Foundation and Arts Orange County |
| Due Date: | July 30, 2014 |
| Contact Person: | Roxanna S. Owings, Coordinator, Special Projects |
| Amount/Duration: | \$10,000 for 2014-15 School Year |
| Grade Level/Target Population: | Grades K-12/Visual and Performing Arts Teachers |
| Budget Impact: | None |
| Indirect Rate: | N/A |
| Personnel Impact: | None |
| Survey Questions: | <i>None without prior District approval and parent consent</i> |
| Grant Program Description | |
| <p>This funding is designed to support programs which further the efforts of any Orange County school district to expand its arts education program. The Orange County Arts Education Collaborative grant will support the District's efforts to address areas of standards-based sequential arts and music curriculum for all grades, professional development for teachers, materials, and community partnerships.</p> | |
| Goals/Objectives: | <ul style="list-style-type: none"> • To continue the work the Visual and Performing Arts Professional Learning Community began three years ago in partnership with the Orange County Department of Education and The California Arts Project (TCAP). |
| Activities: | <ul style="list-style-type: none"> • Promote and foster teacher collaboration by supporting a Professional Learning Community that works to increase student outcomes. • Provide additional opportunities for professional development to integrate the Common Core Standards with arts and music instruction into teachers' daily instruction. • To create common assessments across all disciplines and District-wide, utilizing the new National Arts Standards. • Help promote that all students have access to the arts. |

**Orange County Arts Education Collaborative Fund
2014-15 Application Form**

Please do not alter the original content or layout of this application.

Name of School District: Santa Ana Unified School District

Mailing Address: 1601 E. Chestnut Ave., Santa Ana, CA 92701

Phone: (714) 558-5805 Fax: (714) 480-5321

Website: www.sausd.us

Number of students in most current year: 56,000 Grade Levels served by this request: K-12

Authorized Contact Person: Roxanna Samaniego Owings

Title: Coordinator, Special Projects

Phone: (714) 558-5688 E-mail: Roxanna.owings@sausd.us

Arts disciplines to be served by this application:

Dance

Music

Visual Arts

All disciplines

Theatre

Other

Media Arts

Does your district have a board-adopted strategic arts plan? (Y/N) **Yes**

Does your community have an art network coalition sanctioned by CAAE? (Y/N)

Yes

Describe the project you wish to fund. Please address how the proposed project fits into the strategic arts plan, why it is a priority, and how the district will sustain its impact when the grant period ends.

Three years ago, as SAUSD began its journey as an Arts Advantage district, its focus was on bringing the arts community together. For the first two years, the district's goal was to promote and foster teacher collaboration by supporting a Professional Learning Community. Through professional development days, the Visual and Performing Arts (VAPA) teachers met in articulation meetings by discipline and across disciplines to create lesson plans, rubrics and assessments. The focus was to twofold:

- Bring the disciplines together collaboratively, and to create common course descriptions and benchmark assessments.

Resources teachers relied on were the California VAPA standards and its framework. In 2011, (year 3 of the Orange County Arts Education Collaborative Fund), Common Core State Standards were brought into play throughout the nation; and like many districts, Santa Ana was not only feeling its way through the new standards, but was becoming a leader in implementing them. The arts were not an obstacle; Santa Ana aimed to bring the Common Core State Standards and their implementation into **all subject areas**.

Orange County Arts Education Collaborative Fund 2014-15 Application Form

Using various resources and the expertise of two professional arts experts, all K-12 VAPA teachers began to create lesson plans, common rubrics and common assessments. Teachers met not only as disciplines, but also in cross disciplines. By year three (2013), the focus was on Common Core and its implementation in the arts classrooms.

All monies awarded to Santa Ana over this 3 year span were used to hire substitute teachers to release the VAPA arts teachers for these collaborative meetings.

Midway through year 3, the state of California approved the Local Control Funding Formula (LCFF) and districts were required to submit a Local Control Accountability Plan (LCAP). It became evident that the work the PLC's were doing were making an impact in the classroom not only with students, but with teachers. An informal survey with the VAPA PLC groups yielded responses that not only had teachers made vast changes in their teaching (more differentiation), but that students were more engaged and connected to their subject. Teachers and students wanted more access to the arts, and the stakeholder, community forums that were held over a three month period echoed the same requests—more access to the arts.

Going into year four, the request being brought forth is to continue the collaborative, professional learning communities that have been established district-wide, K-12. Monies awarded would be used for teachers to look at their teachings, to look at implementing Common Core into their teaching, to create common assessments across all disciplines and district-wide utilizing the new National Arts Standards, and to look at ensuring that all students have access to the arts. Monies awarded would continue the system Santa Ana has set up: buying release days for all arts teachers, separately by disciplines and together across disciplines to ensure that our students are college and career ready; and that this future workforce is extremely capable of driving our economy forward and can traverse an ever evolving job landscape.

Orange County Arts Education Collaborative Fund 2014-15 Application Form

Describe who will implement and who will oversee this project. Briefly list their qualifications:

Over the last three years, we have been fortunate to have had the services of Helena Hanna, Director Southern Counties Arts Project; School of Music and Dance at Sand Diego State University and Jim Thomas, Coordinator Visual and Performing Arts at Orange County Department of Education as our facilitators of each PLC meeting. Jim Thomas retired in May, but Helena Hanna will continue to service our district during the 2014 school year. In addition, Santa Ana has a VAPA PLC leadership team comprised of several arts teachers (one of each discipline) who provide the leadership and expertise needed for each meeting. These individuals are expert teachers in their chosen field and provide the leadership needed to keep each group focused on the task at hand. For the past three years, Roxanna S. Owings, the Coordinator, Special Projects has assisted where needed and will continue to do so throughout this coming year.

Describe any other resources you will dedicate to the success of this project including materials or partnerships:

Santa Ana Unified has partnerships with various Visual and Performing Arts organizations, such as the Segerstrom Performing Arts Center, The Wooden Floor, the OC Philharmonic Symphony, Bower's Museum, Kids Museum and Pacific Symphony to name a few. Also, institutions of higher learning are partners as well, such as Orange Coast College, Chapman University, the University of California at Irvine and other 2 and 4 year colleges. Our partnerships with these colleges include individuals who have helped our music department by sending conductors, adjudicators and guest lecturers.

How will you assess the success of the project? Do you have plans to build on its success? Include how this project relates to a previously funded project or if it addresses a different part of your plan:

Over the past three years, our VAPA teachers have built upon what they had done the year before. They started by creating lesson plans, common rubrics and assessments; and have now begun to build upon those works by implementing, or finding ways to implement Common Core strategies into their lessons and daily teachings.

In an informal survey given in May to all arts teachers, the majority of teachers felt that the opportunity to collaborate with one another had been a valuable experience as they gained additional and valuable knowledge from one another that they took back to their classrooms. One example is a dance teacher took the two language arts standards that the school was focused on and her advanced dance class did a dance interpretation of the readings the students had to do that semester.

As for how their work had impacted students, they felt that their students were more engaged in the lessons and felt more connected to their discipline and could see the connection to other subject areas (as the dance class did in the above paragraph).

**Orange County Arts Education Collaborative Fund
2014-15 Application Form**

Please describe the steps that are being taken to include arts education in your district's Local Control Accountability Plan (LCAP).

In February of 2014 the Board of Education approved the district's LCAP Community Engagement Plan. This plan included the involvement of every stakeholder: elementary and secondary principals, the district instructional leader team, the classified leadership team, assistant principals, the classified association executive board, the certificated association executive board, Teachers of the Year, classified employees of the month and year, certificated learning and achievement staff development specialists, ASB students, the PTA board, the curriculum and program specialists, teachers on special assignment, the support services task force and teacher meetings. In addition, district sponsored parent groups, such as DAC/DELAC members and CAC (special education parents) provided information during their meetings. Everyone was integral to the process of the development of the LCAP.

As the LCAP was being written, it was distributed to various stakeholders for review and further input. Stakeholders were provided with periodic updates. The draft plan was publicly viewable for a length of time to allow parents and stakeholders to provide additional feedback.

During this time, stakeholders wanted to be assured that there would be equitable access to the core instructional program, including *Visual and Performing Arts*.

Over the summer, the Coordinator of Special Projects will begin work on revising/updating the district's Arts Advantage plan to include access and the steps necessary to fulfill that.

Certification

I certify that my school district meets all the eligibility requirements and that all the information in this application, and its attachments, are true and correct to the best of my knowledge, and that I have submitted a complete application. I also certify these grant funds will be matched one to one.

Authorized Signature

Date

Title and Name (Please Type)

Superintendent Signature

Date

Orange County Arts Education Collaborative Fund
2014-15 Application Form

PROJECT BUDGET NARRATIVE

Please include both grant and district contributions. Total should reflect total project budget.

| Category | Budget Source G= this grant funding; GF= General fund; O= Other (Please specify) | 2014-15 Project Budget |
|-----------------------------|--|------------------------|
| PERSONNEL | | |
| | Grant | \$10,000 |
| TRAVEL | | |
| | N/A | |
| SUPPLIES | | |
| | N/A | |
| CONTRACTUAL | | |
| | N/A | |
| OTHER | | |
| | GF | \$10,000 |
| TOTAL | | |
| Total Project Budget | | \$20,000 |
| Total Grant Request | | \$10,000 |

BUDGET NOTES: Please provide any explanatory notes you wish to include:

The budget reflects the cost of a substitute per day (\$105) per teachers. The plan is to have the arts teachers meet 3X this school year. The last meeting would be a convocation where all arts teachers would come together as a whole to share their learnings over the year.

District Profile

Please Note: This information is utilized for reporting, advocacy and statistical purposes only.
The information provided in this section will not be used to review applications or allocate funds.

1. Total Budget of School District: \$400 million

2. Total Amount of Budget Allocated to Arts Education:

3. Total Number of Students: \$56,000

4. Ethnic Diversity of Students:

% Hispanic 95.4% % Asian 2.3% % White 1.1% % African American 0.6%
% Filipino 0.6% % Pacific Islander 0.6% % American Indian 0.1%
% Other 0.4%

5. Number of Credentialed Teachers Teaching the Arts:

| | | | | |
|-------|----------|---------|-----------|----------------|
| K-6: | Music 14 | Dance 0 | Theater 0 | Visual Arts 0 |
| 7-12: | Music 29 | Dance 7 | Theater 6 | Visual Arts 23 |

6. Visual and Performing Arts Coordinator:

- Full-time District VAPA Coordinator
 Part-time District VAPA Coordinator—% of time allocated to arts coordination
 VAPA duties allocated to a district administrator. Name of position **Coordinator, Special Projects**

AGENDA ITEM BACKUP SHEET
July 22, 2014

Board Meeting

TITLE: **Approval of Third Assessment Child Outcomes and School Readiness Plan**

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 Child Outcomes and School Readiness Plan. The Head Start Program must comply with the Federal Regulations, Performance Standards, and the Head Start Act Section 641A (g) (2) (A) which requires that each Head Start program establish program goals for improving the school readiness of participating children.

The program is also required to ensure that it is aligned with the Head Start Child Development and Early Learning Framework, State Early Learning Standards, and the requirements and expectations of the District.

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

RATIONALE:

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

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the Third Assessment Child Outcomes and School Readiness Plan.

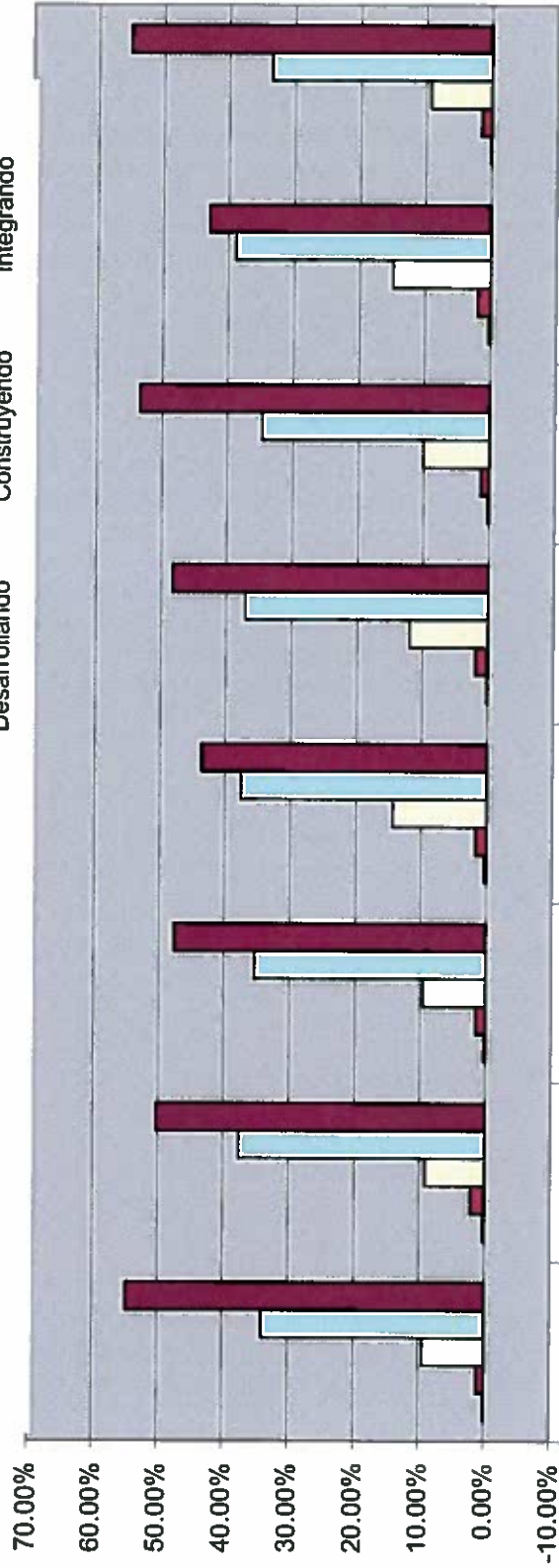
Child Outcomes Domain Averages-Santa Ana

3rd Assessment 13-14 School Year

Total number of children assessed: 541

Número de niños/as evaluados: 541

■ Not Yet/Todavía no
 ■ 1 Exploring/ Explorando
 ■ 2 Developing/ Desarrollando
 ■ 3 Building/ Construyendo
 ■ 4 Integrating/ Integrando



Average Percentages

| | | | | | | | | |
|-----------------------------|--------|--------|--------|--------|--------|--------|--------|--------|
| Not Yet/Todavía no | 0.11% | 0.26% | 0.25% | 0.37% | 0.18% | 0.18% | 0.34% | 0.16% |
| 1 Exploring/ Explorando | 1.18% | 2.14% | 1.51% | 1.76% | 1.92% | 1.32% | 1.94% | 1.53% |
| 2 Developing/ Desarrollando | 9.43% | 9.17% | 9.55% | 14.42% | 11.98% | 10.05% | 14.91% | 9.29% |
| 3 Building/ Construyendo | 34.01% | 37.60% | 35.34% | 37.55% | 37.08% | 34.66% | 38.85% | 33.46% |
| 4 Integrating/ Integrando | 54.86% | 50.28% | 47.72% | 43.62% | 48.24% | 53.39% | 42.88% | 55.06% |



**Head Start School Readiness Goals/Child Outcomes 3rd Assessment
Action Plan 2013-2014**

| Domain/Goal | Action Plan | Person(s) Responsible | Outcome |
|--|---|---|---|
| <p>Overall Goal</p> <p>Children transitioning to kindergarten from the Santa Ana Unified School District Head Start programs will be able to demonstrate abilities and knowledge as stated in the expectations described in the California Department of Education Preschool Foundations at 60 months. These are aligned with the Head Start Child Development Early Learning Framework. Below are specific goals for program improvement for school readiness in the areas</p> | <p>The Desired Results Developmental Profile (DRDP) Assessment will be completed three times per year.</p> <p>Parents and teachers will develop school readiness goals</p> <p>Teachers will implement the High Scope Curriculum to address all 1.1 Domains in the Head Start Child Development Early Learning Framework on a weekly basis according to assessments and observations of children in their assigned class</p> | <p>Assistant Coordinator of Education and Disabilities</p> <p>Teachers</p> <p>Lead Teachers</p> | <p>Parents and teachers set up individual school readiness goals for each child in the program.</p> <p>Teachers are provided literacy and math activities as well as provided a curriculum that meets all domains of the Head Start Child Development Learning Framework.</p> |

| Domain/Goal | Action Plan | Person(s) Responsible | Outcome |
|--|---|--|--|
| <p>described: Social Emotional Development, Cognition and General Knowledge, Language and Literacy, Physical Development and Health and Approaches to Learning.</p> | <p>Lesson plans will be developed weekly to address all areas of development.</p> | | |
| <p>Social Emotional Development Children will be able to negotiate with each other, seeking adult assistance when needed, and increasingly use words to respond to conflict. (California Preschool Foundations – 2.0 Interactions with Peers – 2.3 at 60 months)</p> | <p>Conflict Resolution cards will be utilized in the classrooms to encourage problem solving and conflict resolution Training on building healthy relationships with children to promote an emotionally healthy environment will be conducted by the mental health consultant.</p> | <p>Assistant Coordinator of Education and Disabilities</p> | <p>In the third assessment, 85% of the children scored at a level 3 or higher in measure #11 Conflict Negotiation which indicates that the children have mastered the skill. The CLASS Tool was completed at each Head Start Program, of the 8 classrooms reviewed; the score in Emotional Support was a 5 or higher.</p> |
| | <p>Teaching staff will follow the guidelines for engaging children in problem solving and implement daily to increase children's problem solving skills.</p> | | |

| Domain/Goal | Action Plan | Person(s) Responsible | Outcome |
|---|---|--|--|
| <p>Cognition and General Knowledge</p> <p>Children will be able to recognize and duplicate simple and repeating patterns. (California Preschool Learning Foundations. Vol 1. Mathematics 2.1)</p> | <p>The Numbers Plus High Scope Curriculum will be utilized to plan appropriate activities to increase children's skills in recognizing numbers, understanding number quantities, and developing patterns.</p> <p>All classrooms will be expected to implement activities from the Numbers Plus curriculum weekly.</p> <p>6 week STEM institute after school program will be available to all Head Start parents' children who will focus on science, technology, engineering, and literacy. Parent and child activities will be provided weekly</p> <p>Focused monitoring, mentoring and training and technical assistance will be provided to teaching staff to ensure implementation.</p> | <p>Assistant Coordinator of Education and Disabilities High Scope Consultant</p> | <p>in the third assessment 27% of the children scored at a level 3. 62 % of the children scored at a level 4 in Measure 32 -Number Sense of Quantity and Counting. Levels 3 and 4 indicate mastery and kinder readiness.</p> <p>Weekly teachers provided literacy and math activities in the classroom.</p> <p>There were 69 parents and children that completed the STEM Institute.</p> |

| Domain/Goal | Action Plan | Person(s) Responsible | Outcome |
|---|--|--|--|
| <p>Language and Literacy</p> <p>1. Children will be able to orally blend and delete words and syllables without the support of pictures or objects. (Ca. Learning Found Vol1. Phonemic Awareness 2.1)</p> <p>2. Children will be able to begin to recognize letters, and that letters have corresponding sounds. (Ca. Learning Found. Vol 1. Alpha and Work/Print Recog. 3.3)</p> | <p>Teaching staff will be provided with training on phonological awareness and strategies for implementation in the classroom</p> <p>Teaching staff will implement and develop appropriate lessons on phonemic awareness and lessons will be conducted weekly during Literacy Time on the daily schedule</p> <p>Jump Start Literacy Nights" will be implemented monthly and the focus is phonemic awareness and literacy concepts.</p> <p>Parent child activities will be provided literacy activities weekly to complete in the home.</p> | <p>Assistant Coordinator of Education and Disabilities Teachers</p> <p>Lead Teachers</p> | <p>In the third assessment 46% of the children scored at a level 3 and 23% scored at a level of 4 in Measure 20-Phonological awareness. Levels 3 and 4 indicate mastery and kinder readiness</p> <p>36% of the children scored at level 3 - 38% scored at a level 4 Measure 21 - Letter and Word Knowledge.</p> <p>In both measures children mastered the skills necessary for kindergarten.</p> |
| <p>Physical Development</p> <p>Children will receive a dental exam prior to entry into kindergarten.</p> | <p>Health staff will identify children that need dental services to ensure each child receives a dental exam</p> | <p>Health Consultant</p> | <p>Based on the reports from the Child Plus Data Base System, 563 children had a dental exam prior to entering kindergarten.</p> |

| Domain/Goal | Action Plan | Person(s) Responsible | Outcome |
|---|--|---|---|
| <p>Approaches to Learning</p> <p>Children will be able to persist in mastering and understanding a self selected activity even if challenging or difficult.</p> | <p>Children/parents will participate in Dental activities to include Oral hygiene, dental screenings, dental referrals, and parent education</p> <p>Teachers will provide children with activities that will be focused on children's ability to be persistent and stay on task. The length of small group activities will be gradually increased and more challenging activities provided..</p> | <p>Assistant Coordinator of Education and Disabilities</p> <p>Teachers</p> <p>Lead Teachers</p> | <p>In the third assessment 4 in Measure 31 Engagement and Persistence 45% of the children are at a level of 3 and 45% are at a level 4 which means that the children have mastered the skill and indicate kinder readiness.</p> |

AGENDA ITEM BACKUP SHEET
July 22, 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: July 22, 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 | 324315 | Century/9 | A, B | 2 | Community Day HS | 01/30/15 |
| 2 | 303832 | Saddleback/10 | A, .4 | 2 | Garden Grove USD | 01/30/15 |
| 3 | 316943 | Saddleback/10 | C | 2 | Community Day HS | 01/30/15 |
| 4 | 328827 | Sierra/8 | A, .4 | 2 | Community Day Int. | 01/30/15 |
| 5 | 321243 | Valley/9 | B | 2A | County | 07/22/15 |
| 6 | 323132 | Valley/9 | B | 2A | Community Day HS | 07/22/15 |
| 7 | 316008 | Valley/10 | B | 2A | Community Day HS | 07/22/15 |
| 8 | 310710 | Valley/10 | B | 2A | County | 07/22/15 |

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
July 22, 2014

Board Meeting

TITLE: **Approval/Ratification of Master Contracts and/or Individual Service Agreements with Nonpublic Schools and Agencies for Students with Disabilities for the 2013-14 and 2014-15 School Years**

ITEM: **Consent**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board 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 disabilities who reside within the District in accordance with their IEPs. If a program is not available, necessary contract services are required through a private provider.

FUNDING:

Special Education: Not to exceed \$75,975

RECOMMENDATION:

Approve/ratify the master contracts and/or individual service agreements with nonpublic school and agency for student with disabilities for the 2013-14 and 2014-2015 school year.

Master Contracts and/or Individual Service Agreements with Nonpublic Schools and Agencies for Students with Disabilities for 2013-14 and 2014-15 School Years

Board Meeting: July 22, 2014

| Student ID# | 2013-14 Amount | Master Contract and Individual Service Agreement for Nonpublic School/Agency |
|-------------|------------------|---|
| 364984 | Additional \$990 | Approach Learning and Assessment Center, Inc. (formerly Therapeutic Education Center) |

| Student ID# | 2014-15 Amount | Master Contract and Individual Service Agreement for Nonpublic School/Agency |
|-------------|---------------------|---|
| 364984 | Additional \$12,540 | Approach Learning and Assessment Center, Inc. (formerly Therapeutic Education Center) |
| 408913 | \$57,945 | Speech and Language Development Center |
| 416601 | \$4,500 | Dr. Chris Davidson dba Educational Testing and Assessment, Inc. |

AGENDA ITEM BACKUP SHEET
July 22, 2014

Board Meeting

TITLE: **Ratification 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 ratification of payment and reimbursement of costs incurred for designated instructional services for students with disabilities.

RATIONALE:

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

FUNDING:

Special Education: Not to Exceed \$2,331

RECOMMENDATION:

Ratify 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: July 22, 2014

| Student ID#: | Amount: | Expenditure: | Parent Of: |
|--------------|---------|------------------------|------------|
| 355637 | \$581 | Mileage | 355637 |
| 346957 | \$1,750 | Mental Health Services | 346957 |

AGENDA ITEM BACKUP SHEET

July 22, 2014

Board Meeting

TITLE: Approval of Payment and Reimbursement of Costs Incurred for Designated Instructional Services for Students with Disabilities for 2014-16 School Years

ITEM: Consent

SUBMITTED BY: Doreen Lohnes, Assistant Superintendent, Support Services

PREPARED BY: Doreen Lohnes, Assistant Superintendent, Support Services

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board 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 \$47,500

RECOMMENDATION:

Approve the payment and reimbursement of costs incurred for designated instructional services for students with disabilities for the 2014-16 school years.

Reimbursement of Costs Incurred for Designated Instructional Services for Students with Disabilities for 2014-16 School Years

Board Meeting: July 22, 2014

| Student ID#: | Amount: | Expenditure: | Parent of: |
|--------------|----------|----------------------|------------|
| 412405 | \$16,500 | Educational Expenses | 412405 |

| Student ID#: | Amount: | Expenditure: | Agency: |
|--------------|----------|---------------|-----------------|
| 412405 | \$31,000 | Attorney Fees | Wyner Law Group |

AGENDA ITEM BACKUP SHEET
July 22, 2014

Board Meeting

TITLE: **Approval of Memorandum of Agreement with University of Southern California School of Social Work for 2014-17 School Years**

ITEM: **Consent**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of a Memorandum of Agreement with the University of Southern California School of Social Work to support the placement of School Social Work interns with the Support Services PBIS Team. Interns will support and facilitate rehabilitation plans for students who have been expelled by providing intensive case management. In addition, interns will assist in data compilation, PBIS program support, and develop individualized support services and projects that will further the goals of positive school climate.

RATIONALE:

The School Social Work interns will provide assistance with PBIS implementation and development of individualized student supports. Their efforts will provide vital resources and technical assistance to promote positive school climate.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the Memorandum of Agreement with the University of Southern California School of Social Work for 2014-17 school years.

USC School of Social Work

MEMORANDUM OF AGREEMENT (the "Agreement")

Between

UNIVERSITY OF SOUTHERN CALIFORNIA SCHOOL OF SOCIAL WORK,
and

Santa Ana Unified School District (SAUSD)

Located in Santa Ana

City

CA, USA

State/Country

The School of Social Work, University of Southern California (the "School"), designates Santa Ana Unified School District (the "Agency") as a School approved setting for instruction in the School's program of education for social work.

The School and the Agency commit themselves to cooperative efforts, as described below, in provision of supervised educational field experiences for students. This agreement becomes effective on July 23, 2014 and remains in force until July 23, 2017. This agreement may be renewed annually upon mutual agreement of the parties.

THE SCHOOL AGREES TO:

- Work cooperatively with the Agency in designing appropriate field learning experiences to meet the objectives of the School's field education program.
- Select and/or recommend for placement at the Agency students who appear to be most appropriate. It is understood that the Agency will have the opportunity to meet the students before placement begins.
- Provide on-line access to the School's field manual plus other pertinent instructional material, such as: academic calendar, course outlines, field bulletins, evaluation guidelines, periodic updates.
- Keep Agency and Field Instructors informed about School activities and plans affecting field education.
- Provide opportunities for Agency/Field Instructor participation in relevant School committees and activities.
- Notify students that they are subject, during their educational field experience at Agency, to applicable Agency regulations and that they must conform to the same standards as are set for Agency's employees in matters relating to the welfare of clients or patients and general Agency operation.
- The School requires that student interns obtain professional malpractice insurance through a blanket policy secured by the School, before beginning their field placement experience. The coverage liability limits are \$1,000,000 each claim, and \$3,000,000 aggregate.

THE AGENCY AGREES TO:

- Adhere to the goals of the School as presented in its field education manual except in any circumstances wherein a said goal conflicts with Agency's stated policy, rule, or procedure.
- Accept and treat the student's primary role as a learner and the field placement assignment as an educational experience. This includes the following:
 - a) permitting the student to receive needed support, assistance and instruction;
 - b) making available to the student appropriate cases and learning activities; and
 - c) permitting the student to participate in staff development and other training opportunities.
- Provide the student with the resources necessary to carry out assigned educational and service tasks, including the following:
 - a) space that is sufficiently private for carrying on independent work and activity;
 - b) clerical service and supplies for records and reports produced for the agency; and
 - c) access to client and Agency records as appropriate to assigned tasks.
- Provide qualified staff as Field Instructors for the student, subject to approval by the School.
- Assure that the Field Education Liaison is advised of policy and service changes and developments which may affect student learning or the School's curriculum.
- Provide for reimbursement of all student travel expenses on Agency business that has approval of Field Instructor.
- Provide the student with information available to its employees regarding personal safety when carrying out agency related assignments.

The Agency signatory is authorized by the Agency to sign for the agency and acknowledges having read and understood all of the terms and provisions of the Agreement, including the reverse side hereof, and agrees to be bound by all the terms and provisions contained herein upon the execution of this Agreement

UNIVERSITY OF SOUTHERN
CALIFORNIA

AGENCY

Santa Ana Unified School District (SAUSD)

By: _____

By: _____

Print
Name: _____

Print
Name: Stefanie P. Phillips, Ed.D

Title: _____

Title: Deputy Superintendent

Date: _____

Date: _____

SCHOOL OF SOCIAL WORK

By: _____

Print
Name: Marleen Wong, Ph.D., LCSW

Title: Associate Dean of Field Education

Date: _____

TERMS AND CONDITIONS

1) Coordination of Program. The parties shall use best efforts to establish the educational objectives for the program, devise methods for its implementation, and continually evaluate to determine the effectiveness of the clinical experience.

2) Students Not School Employees. The parties hereto agree that the School's students are fulfilling specific requirements for clinical experiences as part of a degree requirement and, therefore, the School's students are not to be considered employees or agents of either the School or the Agency for any purpose, including Worker's Compensation or employee benefit programs.

3) Insurance. Each party to this Agreement shall provide and maintain, at its own expense, a program of insurance covering its activities and operations hereunder. Such program of insurance shall include, but not be limited to, comprehensive general liability and professional liability with reasonable minimum coverage common in the relevant industry. Upon written request, either party shall provide the other with a certificate evidencing such coverage.

4) Termination. This Agreement may be terminated by either party with or without cause upon ninety (90) days written notice, provided that all students currently enrolled in the program at the time of notice of termination shall be given the opportunity to complete the program.

5) Arbitration. All controversies, claims and disputes arising in connection with this Agreement shall be settled by mutual consultation between the parties in good faith as promptly as possible, but failing an amicable settlement shall be settled finally by arbitration in accordance with the provisions of this Section. Such arbitration shall be conducted in Los Angeles, California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The parties hereto hereby agree that the arbitration procedure provided for herein shall be the sole and exclusive method of resolving any and all of the aforesaid controversies, claims or disputes. The costs and expenses of the arbitration, including without limitation attorneys' fees, shall be borne by the parties in the manner determined by the arbitrator.

6) No Agency. Both parties acknowledge that they are independent contractors, and nothing contained herein shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties.

7) Assignment. Neither party hereto shall have the right, directly or indirectly, to assign, transfer, convey or encumber any of its rights under this Agreement without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

8) Governing Law. This Agreement shall be construed in accordance with and all disputes hereunder shall be governed by the laws of the State of California.

9) Counterparts. This agreement may be executed in one or more counterpart copies. Each counterpart copy shall constitute an agreement and all of the counterpart copies shall constitute one fully executed agreement. This Agreement may be executed on facsimile counterparts.

10) Entire Agreement. This Agreement fully supersedes any and all prior agreements or understandings between the parties hereto or any of their respective affiliates with respect to the subject matter hereof, and no change in, modification of or addition, amendment or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.

11) Patient Privacy. The parties hereto affirm their commitment to comply with federal and state law regarding the use and disclosure of protected health information. Each party agrees to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder including without limitation the federal privacy regulations as contained in 45 CFR Part 164 (the "Federal Security Regulations"). Each party will promptly report to the other any use of disclosure in violation of HIPAA, the Federal Privacy Regulations, or the Federal Security Regulations of a patient's Protected Health Information which was previously disclosed to that party under this Agreement.

12) LIMITATION ON LIABILITY. To the maximum extent permitted by law, in no event will either party be responsible for any incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this agreement, and regardless of whether a party was advised or had reason to know of the possibility of incurring such damages in advance.

AGENDA ITEM BACKUP SHEET
July 22, 2014

Board Meeting

TITLE: **Approval of Memorandum of Understanding with Boys Town California, Inc.**

ITEM: **Consent**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of a Memorandum of Understanding with Boys Town California, Inc. in order to provide an opportunity for parents to participate in the Common Sense Parenting Program. Each Common Sense Parenting class is approximately two hours in length and provided at no cost to its students and student's parent(s)/caretaker(s). Program provides parents the tools and skills necessary to teach children self-discipline, defining positive behavior, and staying calm techniques. No-cost child care services will be available during the Common Sense Parenting classes which will take place during evening hours at the Community Day School REACH (Respect, Expectations, Achievement, Commitment, Honesty) Program.

RATIONALE:

Services provided by Boys Town California, Inc. will support parents seeking support and guidance to foster effective parenting skills and strategies. Effective parenting programs will facilitate family cohesion, students staying on track for high school graduation and reduce disciplinary offenses.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the Memorandum of Understanding with Boys Town California, Inc.

MEMORANDUM OF UNDERSTANDING

Boys Town California, Inc. and the Santa Ana Unified School District

This Memorandum of Understanding (“MOU”) is entered into between Boys Town California, Inc. (“Provider”) and the Santa Ana Unified School District (“District”) to memorialize the terms under which Provider will deliver a pilot service to District students at schools or other facilities within the District.

1. **Term.** This MOU is effective for a one-year period beginning July 23, 2014 and may automatically renew for an additional one-year period on each successive July 23rd, unless a party notifies the other party in writing before April 1st of its intent not to renew. Additionally, either party may terminate this MOU at any time with 30 days’ written notice of termination to the other party.
2. The services to be rendered by Provider (“Services”) are described in the Scope of Work attached to this MOU and incorporated by this reference as though fully set forth. Provider will render the Services to students who are enrolled in District schools or programs (“Students”), who have requested and been given permission to receive the Services, on dates and at times to be mutually agreed upon by Provider and District.
3. **Qualifications.** Provider represents that the individuals and teams, as applicable, providing the Services are qualified to do so.
 - a. All personnel assigned by Provider to deliver Services hereunder shall be appropriately licensed, credentialed, certified, or otherwise experienced or trained to provide such Services to public school students in the state of California.
 - b. Provider will furnish to the District the names of the individuals and, upon request, copies of their certifications or licenses if applicable.
 - c. Provider further represents that all employees or contractors providing Services under this MOU have signed statements indicating their understanding of and compliance with child abuse and neglect reporting requirements and patient confidentiality under applicable law. These requirements will be provided to Provider in writing by District upon request.
 - d. Provider shall ensure that all employees or contractors who will have contact with Students have been cleared through a background check process or submitted to a volunteer clearance through Santa Ana School police and follow volunteer protocols and procedures per SAUSD.
 - e. Provider further represents it has developed and implemented a quality control system to ensure the Services meet or exceed the standard of care in the community.

4. **Applications and Permissions.** Provider will furnish the District and/or school administration, as appropriate, with a sufficient number of applications, consent forms, or similar paperwork for Students and Students' parents or guardians to complete as necessary to authorize the provision of Services.
5. **District's Obligations.** The District will facilitate delivery of the Services by:
 - a. Making announcements, as appropriate, to Students and their parents and guardians sufficiently in advance of the service delivery date to allow for reasonable arrangements so the maximum number of Students can receive the services.
 - b. Distributing Provider's printed applications, consent forms, or similar paperwork, and HIPAA Notice of Privacy Practices at appropriate times. Students' parents or guardians will be instructed to return completed paperwork in a manner that protects the confidentiality of the Students' protected health information, as applicable.
 - c. Collecting completed applications, consent forms, or similar paperwork from Students in advance of the date(s) on which the Services are to be delivered, and delivering the completed paperwork to Provider as far in advance of the service delivery date(s) as reasonably possible. District or school personnel will deliver paperwork to Provider in a manner that protects the confidentiality of this information.
 - d. Allotting usable space in the District school or facility on the service delivery date(s) that is sufficient for Provider to furnish the Services in an appropriately private and secure setting, including child care services if required.
 - e. Cooperating with Provider's management and staff to accomplish the objectives of this MOU.
6. **Discretion.** The District reserves the right to refuse entry to its schools or facilities by any agent of the Provider who, in the sole discretion of the District, poses any risk to Students, staff, or property of the District.
7. **Payment.** The Services are to be delivered to Students at no charge to the District other than incidental administrative costs associated with the District's obligations under this MOU. The District will not pay Provider for its Services. Provider will not charge students or families for services rendered under the obligations of this MOU.
8. **Insurance.** Provider will secure and maintain a Commercial General Liability Policy (including coverage for contractual liability) with limits of not less than \$1,000,000 per occurrence or claim. Provider will secure and maintain Malpractice Errors and Omissions Policy with limits of \$1,000,000 per claim and \$3,000,000 aggregate. Provider will secure and maintain Business Automobile Liability Insurance for automobiles owned, leased or hired by Provider with a combined single limit of not less than \$1,000,000 per occurrence. Provider will deliver a certificate of insurance evidencing its compliance

with this Section 8 to District upon request. Provider will further provide all required worker's compensation insurance for its employees, if any. All of the insurance policies described in this paragraph will be maintained at Provider's expense. The District shall be listed as an additional named insured on Provider's general liability policy described in this paragraph.

9. **Indemnification**. Provider will defend, indemnify, and hold harmless the District and its agents, contractors, employees, and governing board members, from and against all claims, damages, losses, and expenses (including, but not limited to attorney's fees, costs, and fees of other professional consultants) arising out of the negligent acts or omissions of the Provider or its respective agents, contractors, or employees during or related in any way to the offer or delivery of Services under this MOU, except to the extent arising from the sole negligence or willful misconduct of the District.
10. **Compliance with Law and District Policy**. The parties will adhere to all applicable laws, regulations, and District policies in the performance of their respective responsibilities under this MOU, including but not limited to HIPAA and laws and regulations related to the confidentiality of pupil records, which are incorporated herein by this reference.
11. **Responsibilities**. This MOU describes the mutual agreements and obligations of the District and the Provider for the sole purpose of rendering the Services to District Students. It does not place any additional responsibilities on either party or imply any transfer of responsibility from one to the other or sharing of statutory responsibilities.
12. **No Third Party Beneficiaries**. Nothing in this MOU, express or implied, is intended or shall be construed to confer on any person or entity other than the parties hereto any remedy or claim under or by reason of this MOU or any term, covenant, or condition hereof, as a third party beneficiary or otherwise.
13. **Independent Relationship**. The parties acknowledge and agree that the relationship created between the District and Provider is strictly that of an independent contractor with respect to the Services described. Nothing contained in this MOU shall be construed as creating any other type of relationship between the parties such as that of a principal-agent, master-servant, or employer-employee between Provider and the District. No party to this MOU nor any of its agents shall have any claim hereunder or otherwise against the other party for payment of employment taxes, workers' compensation, vacation, sick leave, retirement benefits, social security benefits, disability benefits, unemployment insurance, or employee compensation or benefits of any kind.
14. **Nondiscrimination**. Neither the District nor the Provider shall discriminate on the basis of race, religion, sex, sexual orientation, national origin, age or disability in employment or in the delivery of Services hereunder.
15. **Non-Assignment**. Neither party shall assign, transfer or subcontract the rights, duties or obligations called for under this MOU without the written consent of the other party.

16. **Entire Agreement.** Inclusive of Scope of Work and Addendum 1, this MOU constitutes the entire understanding between the parties and supersedes all prior agreements, representations or understandings between the parties relating to the subject matter hereof. It may be changed or modified only by a supplemental written agreement between the parties.

| Scope of Work | |
|-----------------------------------|---|
| Responsible Partner | Description of Services |
| Boys Town California, Inc. | <ul style="list-style-type: none"> • Pilot 6-week Common Sense Parenting Sessions, each class approximately two hours in length and provided at no cost to its students and student’s parent(s)/caretaker(s). • Pilot an additional two-one to two hour educational workshops/groups that are focused on the particular concerns/issues of parents with children at the Community Day School. These could occur either one before the 6 week class session and one after completion or both after the class session is completed. • Child care provided during the sessions (if required) by trained child care workers. Child care to be provided in a safe and comfortable room supplied by the District in close proximity to the room in which the Common Sense Parenting sessions are held. |

PROVIDER:
 Boys Town California
 2223 Wellington Ave
 Santa Ana, 92701

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

By: _____
 Lawren Ramos
 Executive Director

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

Dated: _____

Dated: _____

AGENDA ITEM BACKUP SHEET
July 22, 2014

Board Meeting

TITLE: **Approval of Memorandum of Understanding with The Gary Center of Orange County**

ITEM: **Consent**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of a Memorandum of Understanding with The Gary Center of Orange County in order to increase access to substance abuse counseling and support groups for Community Day School students. The Gary Center will provide counseling services for the Community Day REACH (Respect, Expectations, Achievement, Commitment, Honesty) Program during after school and evening hours. In addition, workshops on drug & alcohol relapse prevention and mental health and psycho-education for students and parents will be provided. Counseling services may be offered at other District schools upon request and parent permission will be required prior to participation in any services.

RATIONALE:

Services provided by The Gary Center will support the development of effective coping strategies to maintain sobriety which will facilitate students staying on track for high school graduation and reduce disciplinary consequences of drug-related offenses.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the Memorandum of Understanding with The Gary Center of Orange County.

MEMORANDUM OF UNDERSTANDING

The Gary Center of Orange County and the Santa Ana Unified School District

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

1. **Term**. This MOU is effective for a one-year period beginning July 23, 2014 and may automatically renew for an additional one-year period on each successive July 23rd, unless a party notifies the other party in writing before April 1st of its intent not to renew. Additionally, either party may terminate this MOU at any time with 30 days’ written notice of termination to the other party.
2. The services to be rendered by Provider (“Services”) are described in the Scope of Work attached to this MOU and incorporated by this reference as though fully set forth. Provider will render the Services to students who are enrolled in District schools or programs (“Students”), who have requested and been given permission to receive the Services, on dates and at times to be mutually agreed upon by Provider and District.
3. **Qualifications**. Provider represents that the individuals and teams, as applicable, providing the Services are qualified to do so.
 - a. All personnel assigned by Provider to deliver Services hereunder shall be appropriately licensed, credentialed, certified, or otherwise experienced or trained to provide such Services to public school students in the state of California.
 - b. Provider will furnish to the District the names of the individuals and, upon request, copies of their certifications or licenses if applicable.
 - c. Provider further represents that all employees or contractors providing Services under this MOU have signed statements indicating their understanding of and compliance with child abuse and neglect reporting requirements and patient confidentiality under applicable law. These requirements will be provided to Provider in writing by District upon request.
 - d. Provider shall ensure that all employees or contractors who will have contact with Students have been cleared through a background check process or submitted to a volunteer clearance through Santa Ana School police and follow volunteer protocols and procedures per SAUSD.
 - e. Provider further represents it has developed and implemented a quality control system to ensure the Services meet or exceed the standard of care in the community.

4. **Applications and Permissions.** Provider will furnish the District and/or school administration, as appropriate, with a sufficient number of applications, consent forms, or similar paperwork for Students and Students' parents or guardians to complete as necessary to authorize the provision of Services.
5. **District's Obligations.** The District will facilitate delivery of the Services by:
 - a. Making announcements, as appropriate, to Students and their parents and guardians sufficiently in advance of the service delivery date to allow for reasonable arrangements so the maximum number of Students can receive the services.
 - b. Distributing Provider's printed applications, consent forms, or similar paperwork, and HIPAA Notice of Privacy Practices at appropriate times. Students' parents or guardians will be instructed to return completed paperwork in a manner that protects the confidentiality of the Students' protected health information, as applicable.
 - c. Collecting completed applications, consent forms, or similar paperwork from Students in advance of the date(s) on which the Services are to be delivered, and delivering the completed paperwork to Provider as far in advance of the service delivery date(s) as reasonably possible. District or school personnel will deliver paperwork to Provider in a manner that protects the confidentiality of this information.
 - d. Allotting usable space in the District school or facility on the service delivery date(s) that is sufficient for Provider to furnish the Services in an appropriately private and secure setting.
 - e. Cooperating with Provider's management and staff to accomplish the objectives of this MOU.
6. **Discretion.** The District reserves the right to refuse entry to its schools or facilities by any agent of the Provider who, in the sole discretion of the District, poses any risk to Students, staff, or property of the District.
7. **Payment.** The Services are to be delivered to Students at no charge to the District other than incidental administrative costs associated with the District's obligations under this MOU. The District will not pay Provider for its Services. Provider will not charge students or families for services rendered under the obligations of this MOU.
8. **Insurance.** Provider will secure and maintain a Commercial General Liability Policy (including coverage for contractual liability) with limits of not less than \$1,000,000 per occurrence or claim. Provider will secure and maintain Malpractice Errors and Omissions Policy with limits of \$1,000,000 per claim and \$3,000,000 aggregate. Provider will secure and maintain Business Automobile Liability Insurance for automobiles owned, leased or hired by Provider with a combined single limit of not less than \$1,000,000 per occurrence. Provider will deliver a copy of such insurance policies to District upon

request. Provider will further provide all required worker's compensation insurance for its employees, if any. All of the insurance policies described in this paragraph will be maintained at Provider's expense. The District shall be listed as an additional named insured on all of the policies described in this paragraph.

9. **Indemnification.** Provider will defend, indemnify, and hold harmless the District and its agents, contractors, employees, and governing board members, from and against all claims, damages, losses, and expenses (including, but not limited to attorney's fees, costs, and fees of other professional consultants) arising out of the negligent acts or omissions of the Provider or its respective agents, contractors, or employees during or related in any way to the offer or delivery of Services under this MOU, except to the extent arising from the sole negligence or willful misconduct of the District.
10. **Compliance with Law and District Policy.** The parties will adhere to all applicable laws, regulations, and District policies in the performance of their respective responsibilities under this MOU, including but not limited to HIPAA and laws and regulations related to the confidentiality of pupil records, which are incorporated herein by this reference.
11. **Responsibilities.** This MOU describes the mutual agreements and obligations of the District and the Provider for the sole purpose of rendering the Services to District Students. It does not place any additional responsibilities on either party or imply any transfer of responsibility from one to the other or sharing of statutory responsibilities.
12. **No Third Party Beneficiaries.** Nothing in this MOU, express or implied, is intended or shall be construed to confer on any person or entity other than the parties hereto any remedy or claim under or by reason of this MOU or any term, covenant, or condition hereof, as a third party beneficiary or otherwise.
13. **Independent Relationship.** The parties acknowledge and agree that the relationship created between the District and Provider is strictly that of an independent contractor with respect to the Services described. Nothing contained in this MOU shall be construed as creating any other type of relationship between the parties such as that of a principal-agent, master-servant, or employer-employee between Provider and the District. No party to this MOU nor any of its agents shall have any claim hereunder or otherwise against the other party for payment of employment taxes, workers' compensation, vacation, sick leave, retirement benefits, social security benefits, disability benefits, unemployment insurance, or employee compensation or benefits of any kind.
14. **Nondiscrimination.** Neither the District nor the Provider shall discriminate on the basis of race, religion, sex, sexual orientation, national origin, age or disability in employment or in the delivery of Services hereunder.
15. **Non-Assignment.** Neither party shall assign, transfer or subcontract the rights, duties or obligations called for under this MOU without the written consent of the other party.
16. **Entire Agreement.** Inclusive of Scope of Work, this MOU constitutes the entire understanding between the parties and supersedes all prior agreements, representations or

understandings between the parties relating to the subject matter hereof. It may be changed or modified only by a supplemental written agreement between the parties.

| Scope of Work | |
|---|--|
| Responsible Partner | Description of Services |
| <p><i>Martha Lester, Executive Director</i> <i>Cinthya Islas, Director of Behavioral Health</i> <i>Gizelle Vazquez, Clinical Supervisor</i></p> <p><i>The Gary Center</i></p> | <ul style="list-style-type: none"> • Provide counseling services to the students for the SAUSD REACH program on a weekly basis by an MSW, MFT graduate level or post-graduate school counselor. • Provide behavioral health services at the school site to include Drug & Alcohol Relapse Prevention and Process groups by qualified counselors including CAADAC certified Drug & Alcohol counselors or Human Services interns. • As needed, The Gary Center can deliver workshops and presentations focusing on mental health and psycho-education for the students and parents. • Evaluate clients through pre and post assessments to measure improvement of client symptoms. • Will ensure that all employees working at school sites during school hours and activities occurring on school days receive appropriate clearances. The Gary Center will ensure that a medical clearance, TB test and Live Scan clearance is successfully completed by all employees and volunteers. • Additionally, all employees of The Gary Center will be Live Scanned by the Costa Mesa Police Department before entering a school site. Interns & Volunteers will undergo the same process as stated above. Guest speakers will not require screening and will never be outside of the presence of a The Gary Center staff member. • Will ensure the space provided by the District for delivery of services is left in the condition in which it was found following each activity. • Shall provide agreed upon services as stated in this scope of work free of charge for participating parents and students. |
| <p><i>Heidi Cisneros, Executive Director</i></p> | <ul style="list-style-type: none"> • SAUSD will provide liaison between targeted school sites and The Gary Center to facilitate |

| | |
|--|--|
| | <p>communication and implementation.</p> <ul style="list-style-type: none"> • Shall collaborate with The Gary Center to schedule dates, location for workshops and intervention. • Shall provide space in an appropriate private and secure setting for programming. |
|--|--|

PROVIDER:

The Gary Center of Orange County
 341 Hillcrest Avenue
 La Habra, CA 90706

By: _____
Martha Lester
Executive Director

Dated: _____

DISTRICT:

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

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

Dated: _____

AGENDA ITEM BACKUP SHEET
July 22, 2014

Board Meeting

TITLE: **Ratification of Purchase Order Summary and Listing of Orders \$25,000 and Over for Period of June 11, 2014 through June 24, 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 June 11, 2014 through June 24, 2014.

RATIONALE:

The Purchase Order Summary consists of all orders created during the period of June 11, 2014 through June 24, 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 June 11, 2014 through June 24, 2014.



Santa Ana Unified School District

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

Richard L. Miller, Ph.D., Superintendent

Date: June 24, 2014
To: Richard L. Miller, Ph.D., Superintendent
From: Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations, CBO
Subject: Purchase Order Summary: From 11-JUN-2014 Through 24-JUN-2014

| | |
|---|----------------|
| Fund 01 General Fund | \$1,225,157.75 |
| Fund 12 Child Development | \$775.00 |
| Fund 13 Cafeteria Fund | \$104,664.08 |
| Fund 14 Deferred Maintenance Fund | \$232,762.69 |
| Fund 25 Capital Facilities Fund | \$17,025.72 |
| Fund 29 Measure G | \$45,124.20 |
| Fund 35 County School Facilities Fund | \$552,034.54 |
| Fund 40 Special Reserve Fund | \$130,260.60 |
| Fund 49 Capital Project Fund for Blended Component Units (CFD) | \$21,713.64 |
| Fund 68 Workers' Compensation | \$4,045.68 |
| Fund 81 Property & Liability | \$30,938.23 |
| Grand Total: | \$2,356,080.88 |

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 11-JUN-2014 Through 24-JUN-2014

Page: 1 of 3

| PO No. | Vendor | | | BOA Date |
|---------------------|--|--------------------|--------------|------------|
| Funding | Description | Location | Amount | |
| 291075 | STRATEGIC EDUCATION SERVICES | | | |
| Unrestricted | Consultant | BUSINESS SERVICES | \$39,000.00 | |
| Discretionary | Noninstructional | DIVISION | | |
| Accounts | | | | |
| 300057 | DELL MARKETING L.P. | | | |
| Unrestricted | Materials & | FREMONT ELEMENTARY | \$1,440.00 | |
| Discretionary | Supplies/Software | SCHOOL | | |
| Accounts | | | | |
| IASA:Title I Basic | Non-Capitalized | FREMONT ELEMENTARY | \$18,288.00 | |
| Grants Low-Income | Equipment | SCHOOL | | |
| Economic Impact Aid | Non-Capitalized | FREMONT ELEMENTARY | \$14,832.00 | |
| | Equipment | SCHOOL | | |
| Economic Impact | Non-Capitalized | FREMONT ELEMENTARY | \$3,330.00 | |
| Aid-LEP | Equipment | SCHOOL | | |
| 300915 | DIVISION OF STATE ARCHITECT | | | |
| Special Reserve | Building Fees | VALLEY HIGH SCHOOL | \$78,250.00 | |
| Fund | Office of State | | | |
| | Architect | | | |
| 301071 | CORE | | | |
| IASA:Title I Basic | Sub-Agreements for | STAFF DEVELOPMENT | \$101,537.00 | |
| Grants Low-Income | Services | | | |
| IASA:Title I Basic | Consultants | STAFF DEVELOPMENT | \$25,000.00 | |
| Grants Low-Income | Instructional | | | |
| 301140 | UNISOURCE WORLDWIDE, INC. | | | |
| General Fund | PUBLICATIONS | PUBLICATIONS | \$31,116.80 | |
| | INVENTORY | | | |
| 301233 | TJ JANCA CONSTRUCTION, INC. | | | |
| OPSC School | | FREMONT ELEMENTARY | \$46,800.00 | |
| Facilities Bond | | SCHOOL | | |
| 301236 | NINYO & MOORE GEOTECHNICAL & ENVIROMENTAL SCIENCE | | | |
| OPSC School | Building | WILSON ELEMENTARY | \$71,287.00 | |
| Facilities Bond | Inspection | SCHOOL | | |
| 301237 | PRIEST CONSTRUCTION SERVICES, INC. | | | |
| OPSC School | Building | MITCHELL CHILD | \$67,800.00 | |
| Facilities Bond | Inspection | DEVELOPMENT CENTER | | |
| 301242 | CONSORTIUM ON REACHING EXCELLENCE IN EDUCATION, INC. | | | 2014/05/13 |
| IASA:Title I Basic | Sub-Agreements for | STAFF DEVELOPMENT | \$101,537.00 | |
| Grants Low-Income | Services | | | |

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

From 11-JUN-2014 Through 24-JUN-2014

Page: 2 of 3

| PO No. | Vendor | | | BOA Date |
|---|---|---|--------------------------------------|--------------|
| Funding | Description | Location | | Amount |
| IASA:Title I Basic Grants Low-Income | Consultants Instructional | STAFF DEVELOPMENT | | \$25,000.00 |
| 301247 | VMI, INC. Unrestricted Discretionary Accounts | Non-Capitalized Equipment | COMMUNICATIONS OFFICE | \$34,705.06 |
| 301325 | WILLIAMS SCOTSMAN, INC. OPSC School Facilities Bond Projects | Building Electrical Installation Portables | MITCHELL CHILD DEVELOPMENT CENTER | \$121,610.00 |
| 301348 | COLLEGE BOARD Advanced Placement Examination Fees | Other Contracts | SECONDARY DIVISION | \$312,042.00 |
| 301354 | NAC, INC. dba NAC ARCHITECTURE Measure G Series E | Building Architect | MITCHELL CHILD DEVELOPMENT CENTER | \$44,536.00 |
| | Measure G Series E | Plans All Other Printing, etc. | MITCHELL CHILD DEVELOPMENT CENTER | \$500.00 |
| 301404 | DELL MARKETING L.P. IASA:Title I Basic Grants Low-Income | Non-Capitalized Equipment | TAFT ELEMENTARY SCHOOL | \$18,945.00 |
| | Economic Impact Aid-LEP | Non-Capitalized Equipment | TAFT ELEMENTARY SCHOOL | \$8,209.50 |
| 301408 | AT&T DATACOMM, INC. dba AT&T OPSC School Facilities Bond | DATACOMM | SPURGEON INTERMEDIATE SCHOOL | \$70,587.37 |
| 301424 | COMMERCIAL AQUATIC SERVICES, INC. Deferred Maintenance Fund | Maintenance Contracts Repairs | BUILDING SERVICES | \$50,421.00 |
| 301480 | COMMLINE, INC. Unrestricted Discretionary Accounts | Non-Capitalized Equipment | CENTURY HIGH SCHOOL | \$4,347.00 |
| | COPS 2006 Secure Our Schools | Non-Capitalized Equipment | RISK MANAGEMENT | \$1,557.00 |
| | Risk Management Undesignated | Non-Capitalized Equipment | RISK MANAGEMENT | \$33,145.00 |

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

From 11-JUN-2014 Through 24-JUN-2014

Page: 3 of 3

| PO No. | Vendor | | | BOA Date |
|---------------------------|-------------------------------|---------------------------------------|--|-------------|
| Funding | Description | Location | | Amount |
| 301480 | COMMLINE, INC. | | | |
| Workers' Compensation | Non-Capitalized Equipment | RISK MANAGEMENT | | \$3,636.00 |
| Property & Liability | Non-Capitalized Equipment | RISK MANAGEMENT | | \$4,070.00 |
| 301486 | ALLSTAR PAVING CO., INC. | | | |
| Deferred Maintenance Fund | Maintenance Contracts Repairs | BUILDING SERVICES | | \$43,690.00 |
| 301488 | BAT JAC GLASS, INC. | | | |
| Deferred Maintenance Fund | Maintenance Contracts Repairs | BUILDING SERVICES | | \$25,788.50 |
| 301543 | NEXUS IS, INC. | | | |
| Special Reserve Fund | | VILLA FUNDAMENTAL INTERMEDIATE SCHOOL | | \$28,869.80 |
| .Contracts Repairs | | | | |

AGENDA ITEM BACKUP SHEET
July 22, 2014

Board Meeting

TITLE: **Ratification of Expenditure Summary and Warrant Listing for Period of June 11, 2014 through June 24, 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 June 11, 2014 through June 24, 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 June 11, 2014 through June 24, 2014.



Santa Ana Unified School District

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

Richard L. Miller, Ph.D., Superintendent

Date: June 24, 2014
To: Richard L. Miller, Ph.D., Superintendent
From: Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations
Subject: Expenditures Summary: From 11-JUN-2014 Through 24-JUN-2014

| | |
|---|-----------------|
| Fund 01 General Fund | \$6,497,878.49 |
| Fund 12 Child Development | \$57,804.65 |
| Fund 13 Cafeteria Fund | \$1,052,965.39 |
| Fund 14 Deferred Maintenance Fund | \$267,308.68 |
| Fund 24 SAUSD GO Bond, 2008 Election, Series A Building Fund | \$11,925.00 |
| Fund 25 Capital Facilities Fund | \$1,768,657.72 |
| Fund 29 Measure G | \$51,858.67 |
| Fund 35 County School Facilities Fund | \$487,976.20 |
| Fund 40 Special Reserve Fund | \$368,330.86 |
| Fund 49 Capital Project Fund for Blended Component | \$23,154.20 |
| Fund 68 Workers' Compensation | \$95,890.66 |
| Fund 69 Health & Welfare | \$5,192,060.32 |
| Fund 81 Property & Liability | \$21,851.27 |
| Total Expenditures: | \$15,897,662.11 |

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

June 11, 2014

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| <u>Check #</u> | <u>Vendor</u> | <u>Location</u> | <u>Amount</u> |
|-----------------------------|---|--|---------------------|
| Fund 01 General Fund | | | |
| 84194630 | AREY JONES EDUCATIONAL SOLUTIONS IASA: Title I Basic Grants Low-Income and Neglected, Part A | STUDENT ACHIEVEMENT | \$28,457.16 |
| 84194523 | CITY OF SANTA ANA Unrestricted Discretionary Accounts | DISTRICTWIDE | \$137,297.43 |
| 84194525 | SOUTHERN CALIFORNIA EDISON Unrestricted Discretionary Accounts | DISTRICTWIDE | \$69,406.81 |
| 84194527 | CAL PERS SAFETY Fund 01 General Fund | DISTRICT EMPLOYEE BENEFITS | \$77,577.97 |
| 84194528 | CALIFORNIA EDUCATION PARTNERS IASA: Title I Basic Grants Low-Income and Neglected, Part A | STUDENT ACHIEVEMENT | \$45,800.00 |
| 84194535 | DELL MARKETING L.P. IASA: Title I Basic Grants Low-Income and Neglected, Part A Unrestricted Discretionary Accounts Unrestricted One-time Funds | ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT JACKSON ELEMENTARY SCHOOL MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL SECONDARY DIVISION TECHNOLOGY INNOVATION SERVICES | \$57,581.68 |
| 84194538 | DIGITAL NETWORKS GROUP, INC. Unrestricted - Regional Occupational Centers/Program (ROC/P 6350) | REGIONAL OCCUPATIONAL PROGRAM | \$36,475.05 |
| 84194540 | E.A.P. TECHNOLOGY, INC. Unrestricted Discretionary Accounts | TECHNOLOGY INNOVATION SERVICES | \$52,975.03 |
| 84194554 | IMAGINE LEARNING, INC. IASA: Title I Basic Grants Low-Income and Neglected, Part A | STUDENT ACHIEVEMENT | \$65,736.00 |
| 84194559 | ORANGE COUNTY DEPARTMENT OF EDUCATION Orange County Community Foundation Grant Special Ed: Mental Health Services | MONTE VISTA ELEMENTARY SCHOOL PUPIL SUPPORT SERVICES | \$205,562.57 |

SAUSD Board of Education Warrant Listing

June 11, 2014

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| <u>Check #</u> | <u>Vendor</u> | <u>Location</u> | <u>Amount</u> |
|----------------|---|--|---------------------|
| 84194561 | PIVOT LEARNING PARTNERS IASA: Title I Basic Grants Low-Income and Neglected, Part A | STUDENT ACHIEVEMENT | \$37,301.00 |
| 84194590 | DURHAM SCHOOL SERVICES, L.P. 30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships Donations (Miscellaneous) Donations-ASB Transportation IASA: Title I Basic Grants Low-Income and Neglected, Part A Pupil Transportation (7230/7240) Special Education Unrestricted Discretionary Accounts | HOOVER ELEMENTARY SCHOOL HENINGER ELEMENTARY SCHOOL MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL SIERRA PREPARATORY ACADEMY TRANSPORTATION DEPARTMENT VILLA FUNDAMENTAL INTERMEDIATE SCHOOL VALLEY HIGH SCHOOL | \$960,046.07 |
| 84194521 | AT&T Unrestricted Discretionary Accounts | DISTRICTWIDE | \$65,317.47 |

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June 11, 2014

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| <u>Check #</u> | <u>Vendor</u> | <u>Location</u> | <u>Amount</u> |
|----------------|---|---|---------------|
| 84194629 | APPLE, INC. | | \$45,834.42 |
| | Common Core State Standards (CCSS) | DEPUTY SUPERINTENDENT'S OFFICE | |
| | Economic Impact Aid | ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT HENINGER ELEMENTARY SCHOOL LOWELL ELEMENTARY SCHOOL PIO-PICO ELEMENTARY SCHOOL WILLARD INTERMEDIATE SCHOOL | |
| | Economic Impact Aid-LEP | DIAMOND ELEMENTARY SCHOOL EDISON ELEMENTARY SCHOOL WASHINGTON ELEMENTARY SCHOOL | |
| | Fund 01 General Fund | ACCOUNTING DEPARTMENT | |
| | IASA: Title I Basic Grants Low-Income and Neglected, Part A | JACKSON ELEMENTARY SCHOOL LOWELL ELEMENTARY SCHOOL STUDENT ACHIEVEMENT | |
| | S.D. Bechtel, Jr. Foundation | STAFF DEVELOPMENT | |
| | SA Public Schools Foundation (SAPSF) Check | WASHINGTON ELEMENTARY SCHOOL | |
| | Special Ed: Mental Health Services | GODINEZ FUNDAMENTAL HIGH SCHOOL MCFADDEN INTERMEDIATE SCHOOL | |
| | Special Education | MCFADDEN INTERMEDIATE SCHOOL SPECIAL EDUCATION SPEECH & LANGUAGE | |
| | Two-Way Digital ITFS Licensee Revenue | TECHNOLOGY | |
| | Unrestricted Discretionary Accounts | BUSINESS SERVICES DIVISION LOWELL ELEMENTARY SCHOOL SECONDARY DIVISION SEGERSTROM HIGH SCHOOL | |

SAUSD Board of Education Warrant Listing

June 11, 2014

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| <u>Check #</u> | <u>Vendor</u> | <u>Location</u> | <u>Amount</u> |
|----------------|---|-------------------------------|---------------------|
| 84194663 | PEARSON SCHOOL SYSTEMS | | \$141,152.22 |
| | Fund 01 General Fund | ACCOUNTING DEPARTMENT | |
| | Lottery: Instructional Materials | STATE TEXTBOOKS | |
| 84194675 | UNISOURCE WORLDWIDE, INC. | | \$25,346.16 |
| | Fund 01 General Fund | ACCOUNTING DEPARTMENT | |
| | | WAREHOUSE AND DELIVERY | |
| 84194681 | AMERICAN LOGISTICS COMPANY, LLC | | \$27,900.00 |
| | Pupil Transportation (7230/7240) | TRANSPORTATION DEPARTMENT | |
| 84194740 | GRAINGER | | \$54,288.26 |
| | Fund 01 General Fund | ACCOUNTING DEPARTMENT | |
| | | WAREHOUSE AND DELIVERY | |
| | Unrestricted - Regional Occupational Centers/Program (ROC/P 6350) | REGIONAL OCCUPATIONAL PROGRAM | |
| | Unrestricted Discretionary Accounts | MARTIN ELEMENTARY SCHOOL | |
| | | SPURGEON INTERMEDIATE SCHOOL | |
| 84194626 | VERNE'S PLUMBING, INC. | | \$27,014.15 |
| | Ongoing & Major Maintenance Account | BUILDING SERVICES | |

SAUSD Board of Education Warrant Listing

June 11, 2014

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| <u>Check #</u> | <u>Vendor</u> | <u>Location</u> | <u>Amount</u> |
|--|--|---|---------------|
| Fund 13 Cafeteria Fund | | | |
| 84194770 | DRIFTWOOD DAIRY Child Nutrition: School Programs | NUTRITION SERVICES | \$47,456.49 |
| 84194774 | GOLD STAR FOODS Child Nutrition: School Programs | NUTRITION SERVICES SEGERSTROM HIGH SCHOOL | \$33,924.88 |
| 84194781 | LOEWY ENTERPRISES, INC. dba SUNRISE PRODUCE Child Nutrition: School Programs | CENTURY HIGH SCHOOL GODINEZ FUNDAMENTAL HIGH SCHOOL MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL MCFADDEN INTERMEDIATE SCHOOL MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL NUTRITION SERVICES SADDLEBACK HIGH SCHOOL SEGERSTROM HIGH SCHOOL SIERRA PREPARATORY ACADEMY SPURGEON INTERMEDIATE SCHOOL VALLEY HIGH SCHOOL VILLA FUNDAMENTAL INTERMEDIATE SCHOOL WILLARD INTERMEDIATE SCHOOL | \$116,350.38 |
| 84194782 | NATIONAL FOOD GROUP, INC. Child Nutrition: School Programs | NUTRITION SERVICES | \$34,214.40 |
| Fund 14 Deferred Maintenance Fund | | | |
| 84194789 | ALL TECH PLUMING Fund 14 Deferred Maintenance Fund | BUILDING SERVICES | \$27,314.00 |

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|--|---|-----------------------------------|-----------------------|
| Fund 25 Capital Facilities Fund | | | |
| 84194793 | MCGRATH RENTCORP dba MOBILE MODULAR Fund 25 Capital Facilities Fund | FACILITIES/GOVERNMENTAL RELATIONS | \$722,501.00 |
| Fund 35 County School Facilities Fund | | | |
| 84194760 | INTERCOM CLOCKS & SIGNAL SERVICE Fund 35 OPSC School Facilities Bond Projects | HARVEY ELEMENTARY SCHOOL | \$40,369.58 |
| Fund 40 Special Reserve Fund | | | |
| 84194809 | HORIZONS CONSTRUCTION CO. INT'L, INC. Fund 40 Valley HS Repair | VALLEY HIGH SCHOOL | \$236,148.62 |
| Fund 68 Workers' Compensation | | | |
| 84194813 | SANTA ANA UNIFIED SCHOOL DISTRICT WORKERS' COMP. Fund 68 Workers' Compensation | RISK MANAGEMENT | \$59,905.47 |
| Grand Total: | | | \$3,479,254.27 |

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|-----------------------------|--|---|--------------------|
| Fund 01 General Fund | | | |
| 84194857 | PROGRESSIVE SYNERGY, INC. The California Wellness Foundation - Wilson | FACILITIES/GOVERNMENTAL RELATIONS | \$39,870.00 |
| 84194820 | EDWARD B. COLE, SR. ACADEMY Fund 01 General Fund | CASH ACCOUNT | \$45,626.25 |
| 84195017 | NEXUS IS, INC. Common Core State Standards (CCSS) | DEPUTY SUPERINTENDENT'S OFFICE | \$35,331.36 |
| 84194984 | APPLE, INC. Economic Impact Aid Economic Impact Aid-LEP Fund 01 General Fund Global Business Academy [0190] VHS | HENINGER ELEMENTARY SCHOOL HENINGER ELEMENTARY SCHOOL ACCOUNTING DEPARTMENT VALLEY HIGH SCHOOL | \$26,233.03 |

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|----------------|---|-------------------------------|---------------|
| 84194979 | U S BANK - CAL CARD | | \$191,773.11 |
| | ARRA Title 1 School Improvement Grant (SIG) PLAS | WILLARD INTERMEDIATE SCHOOL | |
| | Beginning Teacher-BTSA | STAFF DEVELOPMENT | |
| | Carl D Perkins Section 131 Career and Technical Education act of 1998 | VOCATIONAL EDUCATION | |
| | Carol M White PEP Grant | SPECIAL PROJECTS/WELLNESS | |
| | Child Nutrition: Healthy Active Families | SPECIAL PROJECTS/WELLNESS | |
| | Donations (Miscellaneous) | CARVER ELEMENTARY SCHOOL | |
| | | DAVIS ELEMENTARY SCHOOL | |
| | | EARLY CHILDHOOD EDUCATION | |
| | | HOOVER ELEMENTARY SCHOOL | |
| | | LINCOLN ELEMENTARY SCHOOL | |
| | | LOWELL ELEMENTARY SCHOOL | |
| | | MADISON ELEMENTARY SCHOOL | |
| | | MCFADDEN INTERMEDIATE SCHOOL | |
| | | MONTE VISTA ELEMENTARY SCHOOL | |
| | | REMLINGTON ELEMENTARY SCHOOL | |
| | | SANTA ANA HIGH SCHOOL | |
| | | SANTIAGO ELEMENTARY SCHOOL | |
| | | SEPULVEDA ELEMENTARY SCHOOL | |
| | | VALLEY HIGH SCHOOL | |
| | | WASHINGTON ELEMENTARY SCHOOL | |
| | | WILSON ELEMENTARY SCHOOL | |
| | Economic Impact Aid | CARR INTERMEDIATE SCHOOL | |
| | | DIAMOND ELEMENTARY SCHOOL | |
| | | GARFIELD ELEMENTARY SCHOOL | |
| | | LOWELL ELEMENTARY SCHOOL | |
| | | MCFADDEN INTERMEDIATE SCHOOL | |
| | | MIDDLE COLLEGE HIGH SCHOOL | |

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|----------------|---|--|---------------|
| | | MONROE ELEMENTARY SCHOOL | |
| | | REMYNGTON ELEMENTARY SCHOOL | |
| | | WASHINGTON ELEMENTARY SCHOOL | |
| | | WILLARD INTERMEDIATE SCHOOL | |
| | | WILSON ELEMENTARY SCHOOL | |
| | Economic Impact Aid-LEP | CHAVEZ CONTINUATION HIGH SCHOOL | |
| | | HEROES ELEMENTARY SCHOOL | |
| | | JACKSON ELEMENTARY SCHOOL | |
| | | LOWELL ELEMENTARY SCHOOL | |
| | | REMYNGTON ELEMENTARY SCHOOL | |
| | | SANTA ANA HIGH SCHOOL | |
| | | VALLEY HIGH SCHOOL | |
| | Education Academy [0434] CHS | CENTURY HIGH SCHOOL | |
| | Fundraiser (Non ASB-PTA Deposits) | MARTIN ELEMENTARY SCHOOL | |
| | | MONTE VISTA ELEMENTARY SCHOOL | |
| | | WALKER ELEMENTARY SCHOOL | |
| | | WILSON ELEMENTARY SCHOOL | |
| | Global Business Academy [0190] VHS | VALLEY HIGH SCHOOL | |
| | Head Start | CHILD DEVELOPMENT | |
| | High School Inc. | VALLEY HIGH SCHOOL | |
| | IASA: Title I Basic Grants Low-Income and Neglected, Part A | CARR INTERMEDIATE SCHOOL | |
| | | CARVER ELEMENTARY SCHOOL | |
| | | DAVIS ELEMENTARY SCHOOL | |
| | | ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT | |
| | | GARFIELD ELEMENTARY SCHOOL | |
| | | GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL | |
| | | HARVEY ELEMENTARY SCHOOL | |
| | | HENINGER ELEMENTARY SCHOOL | |

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|----------------|--|---|---------------|
| | | HEROES ELEMENTARY SCHOOL | |
| | | JACKSON ELEMENTARY SCHOOL | |
| | | JEFFERSON ELEMENTARY SCHOOL | |
| | | KENNEDY ELEMENTARY SCHOOL | |
| | | KING ELEMENTARY SCHOOL | |
| | | LATHROP INTERMEDIATE SCHOOL | |
| | | MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL | |
| | | MADISON ELEMENTARY SCHOOL | |
| | | MARTIN ELEMENTARY SCHOOL | |
| | | MONTE VISTA ELEMENTARY SCHOOL | |
| | | PIO PICO ELEMENTARY SCHOOL | |
| | | ROMERO-CRUZ ELEMENTARY SCHOOL | |
| | | ROOSEVELT ELEMENTARY SCHOOL | |
| | | SPURGEON INTERMEDIATE SCHOOL | |
| | | STUDENT ACHIEVEMENT | |
| | | THORPE FUNDAMENTAL ELEMENTARY SCHOOL | |
| | | VALLEY HIGH SCHOOL | |
| | | VILLA FUNDAMENTAL INTERMEDIATE SCHOOL | |
| | | WILLARD INTERMEDIATE SCHOOL | |
| | IASA: Title I Migrant Ed Regular and Summer Program | MIGRANT EDUCATION | |
| | Kaiser Permanente Child Health Plan Outreach Grant | PUPIL SUPPORT SERVICES | |
| | Kinder Readiness Program II | EARLY CHILDHOOD EDUCATION | |
| | Medi-Cal Billing Option | PUPIL SUPPORT SERVICES | |
| | OCDE SEED Readiness Grant | EARLY CHILDHOOD EDUCATION | |
| | Ongoing & Major Maintenance Account | BUILDING SERVICES | |
| | 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 | |

SAUSD Board of Education Warrant Listing

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|----------------|---|--|---------------|
| | Special Ed: Infant Discretionary Fund (form 3330) | TAFT ELEMENTARY SCHOOL | |
| | Special Education | MITCHELL CHILD DEVELOPMENT CENTER | |
| | | SPECIAL EDUCATION | |
| | | SPEECH & LANGUAGE | |
| | | TRANSITION PROGRAMS | |
| | Title III Limited English Proficiency LEP Student Program | ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT | |
| | Title II-Part A Improving Teacher Quality | ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT | |
| | Two-Way Digital ITFS Licensee Revenue | TECHNOLOGY | |
| | Unrestricted - 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 | BOARD OF EDUCATION | |
| | | BUSINESS SERVICES DIVISION | |
| | | CARR INTERMEDIATE SCHOOL | |
| | | CENTURY HIGH SCHOOL | |
| | | COMMUNICATIONS OFFICE | |
| | | COMMUNITY DAY HIGH SCHOOL | |
| | | CONSTRUCTION | |
| | | FACILITIES/GOVERNMENTAL RELATIONS | |
| | | FRANKLIN ELEMENTARY SCHOOL | |
| | | FREMONT ELEMENTARY SCHOOL | |
| | | GARFIELD ELEMENTARY SCHOOL | |
| | | GODINEZ FUNDAMENTAL HIGH SCHOOL | |
| | | HUMAN RESOURCES DIVISION | |
| | | MADISON ELEMENTARY SCHOOL | |
| | | MCFADDEN INTERMEDIATE SCHOOL | |
| | | MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL | |
| | | PAYROLL DEPARTMENT | |

SAUSD Board of Education Warrant Listing

June 18, 2014

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|-----------------|---|--------------------------------|---------------------|
| | | PUBLICATIONS | |
| | | PUPIL SUPPORT SERVICES | |
| | | PURCHASING DEPARTMENT | |
| | | REMINGTON ELEMENTARY SCHOOL | |
| | | ROOSEVELT ELEMENTARY SCHOOL | |
| | | SADDLEBACK HIGH SCHOOL | |
| | | SANTA ANA HIGH SCHOOL | |
| | | SANTIAGO ELEMENTARY SCHOOL | |
| | | SCHOOL POLICE SERVICES | |
| | | SECONDARY DIVISION | |
| | | SEGERSTROM HIGH SCHOOL | |
| | | SEPULVEDA ELEMENTARY SCHOOL | |
| | | SIERRA PREPARATORY ACADEMY | |
| | | SPURGEON INTERMEDIATE SCHOOL | |
| | | SUPERINTENDENT'S OFFICE | |
| | | TECHNOLOGY INNOVATION SERVICES | |
| | | VALLEY HIGH SCHOOL | |
| | | VISUAL & PERFORMING ARTS | |
| | | WAREHOUSE AND DELIVERY | |
| | | WILSON ELEMENTARY SCHOOL | |
| | Unrestricted-School & Library Improvement BG (7395) | SECONDARY DIVISION | |
| 84194971 | RED ROCK CANYON SCHOOL ADOLESCENT | | \$25,834.00 |
| | Special Ed: Mental Health Services | SPECIAL EDUCATION | |
| | Special Education | SPECIAL EDUCATION | |
| 84194965 | ORANGE COUNTY DEPARTMENT OF EDUCATION | | \$367,244.08 |
| | Special Education | SPECIAL EDUCATION | |

SAUSD Board of Education Warrant Listing

June 18, 2014

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| <u>Check #</u> | <u>Vendor</u> | <u>Location</u> | <u>Amount</u> |
|-----------------|--|--|---------------------|
| 84194935 | AREY JONES EDUCATIONAL SOLUTIONS | | \$395,773.48 |
| | Common Core State Standards (CCSS) | DEPUTY SUPERINTENDENT'S OFFICE | |
| | Economic Impact Aid | CHAVEZ CONTINUATION HIGH SCHOOL | |
| | | ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT | |
| | | ESQUEDA ELEMENTARY SCHOOL | |
| | | LORIN GRISET ACADEMY | |
| | | MONTE VISTA ELEMENTARY SCHOOL | |
| | | SPURGEON INTERMEDIATE SCHOOL | |
| | | TAFT ELEMENTARY SCHOOL | |
| | | THORPE FUNDAMENTAL ELEMENTARY SCHOOL | |
| | Economic Impact Aid-LEP | DAVIS ELEMENTARY SCHOOL | |
| | | EDISON ELEMENTARY SCHOOL | |
| | Fund 01 General Fund | ACCOUNTING DEPARTMENT | |
| | IASA: Title I Basic Grants Low-Income and Neglected, Part A | ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT | |
| | Ongoing & Major Maintenance Account | BUILDING SERVICES | |
| | Special Ed: Early Ed Individuals with Exceptional Needs Infant Program | MITCHELL CHILD DEVELOPMENT CENTER | |
| | Special Ed: IDEA Preschool Local Entitlement, Part B, Sec 611 | MITCHELL CHILD DEVELOPMENT CENTER | |
| | Two-Way Digital ITFS Licensee Revenue | TECHNOLOGY | |
| | Unrestricted - CAHSEE Intensive (7055) | VILLA FUNDAMENTAL INTERMEDIATE SCHOOL | |
| | Unrestricted Discretionary Accounts | MARTIN ELEMENTARY SCHOOL | |
| 84194892 | GRAINGER | | \$30,450.00 |
| | Fund 01 General Fund | ACCOUNTING DEPARTMENT | |
| | | WAREHOUSE AND DELIVERY | |
| | Ongoing & Major Maintenance Account | BUILDING SERVICES | |
| | Unrestricted - Regional Occupational Centers/Program (ROC/P 6350) | REGIONAL OCCUPATIONAL PROGRAM | |
| | Unrestricted Discretionary Accounts | PURCHASING DEPARTMENT | |

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|----------------|--|---|---------------|
| 84194885 | CDW GOVERNMENT, INC. Common Core State Standards (CCSS) Economic Impact Aid Economic Impact Aid-LEP Global Business Academy [0190] VHS Head Start IASA: Title I Basic Grants Low-Income and Neglected, Part A MediCal Administrative Activities (MAA) Unrestricted Discretionary Accounts | DEPUTY SUPERINTENDENT'S OFFICE MCFADDEN INTERMEDIATE SCHOOL SADDLEBACK HIGH SCHOOL MCFADDEN INTERMEDIATE SCHOOL SADDLEBACK HIGH SCHOOL VALLEY HIGH SCHOOL VALLEY HIGH SCHOOL CHILD DEVELOPMENT MCFADDEN INTERMEDIATE SCHOOL STUDENT ACHIEVEMENT PUPIL SUPPORT SERVICES ALTERNATIVE EDUCATION BUSINESS SERVICES DIVISION CENTURY HIGH SCHOOL DEPUTY SUPERINTENDENT'S OFFICE PURCHASING DEPARTMENT SECONDARY DIVISION TECHNOLOGY INNOVATION SERVICES | \$66,787.55 |
| 84195130 | WARE DISPOSAL, INC. Unrestricted Discretionary Accounts | DISTRICTWIDE | \$28,725.03 |
| 84194867 | THINK TOGETHER 21st Century ASSETS (roll-up 4124) 30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships Carol M White PEP Grant | DEPUTY SUPERINTENDENT'S OFFICE DEPUTY SUPERINTENDENT'S OFFICE SPECIAL PROJECTS/WELLNESS | \$803,908.00 |
| 84195211 | ORACLE AMERICA, INC. Unrestricted Discretionary Accounts | TECHNOLOGY INNOVATION SERVICES | \$51,433.39 |

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|----------------|--|---|---------------------|
| 84194856 | PIVOT LEARNING PARTNERS IASA: Title I Basic Grants Low-Income and Neglected, Part A | STAFF DEVELOPMENT | \$61,250.00 |
| 84194854 | PADRES UNIDOS dba PATRICIA HUERTA Economic Impact Aid Economic Impact Aid-LEP Head Start IASA: Title I Basic Grants Low-Income and Neglected, Part A Unrestricted Discretionary Accounts | FRANKLIN ELEMENTARY SCHOOL MONROE ELEMENTARY SCHOOL PIO-PICO ELEMENTARY SCHOOL WASHINGTON ELEMENTARY SCHOOL HOOVER ELEMENTARY SCHOOL CHILD DEVELOPMENT HOOVER ELEMENTARY SCHOOL KING ELEMENTARY SCHOOL MARTIN ELEMENTARY SCHOOL ROOSEVELT ELEMENTARY SCHOOL WALKER ELEMENTARY SCHOOL REMINGTON ELEMENTARY SCHOOL | \$39,500.00 |
| 84194831 | COLLEGE BOARD Advanced Placement Examination Fees | SECONDARY DIVISION | \$184,889.00 |
| 84194830 | ATKINSON, ANDELSON, LOYA, RUUD & ROMO Unrestricted Discretionary Accounts | BUSINESS SERVICES DIVISION HUMAN RESOURCES DIVISION | \$32,411.08 |
| 84194827 | SOUTHERN CALIFORNIA EDISON Unrestricted Discretionary Accounts | DISTRICTWIDE | \$60,731.41 |
| 84194824 | ORANGE COUNTY HIGH SCHOOL OF THE ARTS Fund 01 General Fund | CASH ACCOUNT | \$236,425.00 |
| 84194823 | ORANGE COUNTY EDUCATIONAL ARTS ACADEMY Fund 01 General Fund | CASH ACCOUNT | \$63,623.00 |

SAUSD Board of Education Warrant Listing

June 18, 2014

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| <u>Check #</u> | <u>Vendor</u> | <u>Location</u> | <u>Amount</u> |
|----------------|---|-----------------|---------------|
| 84194822 | NOVA ACADEMY EARLY COLLEGE HIGH SCHOOL Fund 01 General Fund | CASH ACCOUNT | \$55,913.00 |
| 84194821 | EL SOL SCIENCE AND ARTS ACADEMY Fund 01 General Fund | CASH ACCOUNT | \$99,341.00 |
| 84194876 | XEROX CORPORATION Unrestricted Discretionary Accounts | DISTRICTWIDE | \$92,442.68 |

Fund 12 Child Development

| | | | |
|----------|---|--|-------------|
| 84195221 | LAKESHORE LEARNING MATERIALS Child Dvlp: CA State Preschool Program Fund 01 General Fund | EARLY CHILDHOOD EDUCATION ACCOUNTING DEPARTMENT | \$39,352.38 |
|----------|---|--|-------------|

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| <u>Check #</u> | <u>Vendor</u> | <u>Location</u> | <u>Amount</u> |
|-------------------------------|--|---|--------------------|
| Fund 13 Cafeteria Fund | | | |
| 84195239 | GOLD STAR FOODS Child Nutrition: School Programs | MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL NUTRITION SERVICES | \$34,383.20 |

SAUSD Board of Education Warrant Listing

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| <u>Check #</u> | <u>Vendor</u> | <u>Location</u> | <u>Amount</u> |
|----------------|---|--|---------------|
| 84195262 | 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 HEROES ELEMENTARY SCHOOL HOOVER ELEMENTARY SCHOOL JACKSON ELEMENTARY SCHOOL KENNEDY ELEMENTARY SCHOOL KING ELEMENTARY SCHOOL LINCOLN ELEMENTARY SCHOOL LOWELL ELEMENTARY SCHOOL MADISON ELEMENTARY SCHOOL MARTIN ELEMENTARY SCHOOL MONROE ELEMENTARY SCHOOL MONTE VISTA ELEMENTARY SCHOOL PIO PICO ELEMENTARY SCHOOL REMINGTON ELEMENTARY SCHOOL ROMERO-CRUZ ELEMENTARY SCHOOL ROOSEVELT ELEMENTARY SCHOOL SEPULVEDA ELEMENTARY SCHOOL WALKER ELEMENTARY SCHOOL | \$47,144.00 |

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|-----------------|--|---|---------------------|
| | | WASHINGTON ELEMENTARY SCHOOL | |
| 84195252 | LOEWY ENTERPRISES, INC. dba SUNRISE PRODUCE | | \$113,549.63 |
| | 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 | |
| | | SADDLEBACK HIGH SCHOOL | |
| | | SANTA ANA HIGH SCHOOL | |
| | | SEGERSTROM HIGH SCHOOL | |
| | | SIERRA PREPARATORY ACADEMY | |
| | | SPURGEON INTERMEDIATE SCHOOL | |
| | | VALLEY HIGH SCHOOL | |
| | | VILLA FUNDAMENTAL INTERMEDIATE SCHOOL | |
| | | WILLARD INTERMEDIATE SCHOOL | |
| 84195244 | GOLD STAR FOODS | | \$30,871.62 |
| | Child Nutrition: School Programs | CENTURY HIGH SCHOOL | |
| | | NUTRITION SERVICES | |
| | | SANTA ANA HIGH SCHOOL | |
| 84195241 | GOLD STAR FOODS | | \$77,014.86 |
| | Child Nutrition: School Programs | CARR INTERMEDIATE SCHOOL | |
| | | MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL | |
| | | NUTRITION SERVICES | |
| | | SEGERSTROM HIGH SCHOOL | |

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| <u>Check #</u> | <u>Vendor</u> | <u>Location</u> | <u>Amount</u> |
|--|--|--|----------------|
| 84195237 | GOLD STAR FOODS Child Nutrition: School Programs | CENTURY HIGH SCHOOL NUTRITION SERVICES SANTA ANA HIGH SCHOOL | \$123,040.24 |
| 84195231 | DRIFTWOOD DAIRY Child Nutrition: School Programs | NUTRITION SERVICES | \$52,597.26 |
| 84195229 | DRIFTWOOD DAIRY Child Nutrition: School Programs | NUTRITION SERVICES | \$59,082.12 |
| 84195225 | A & R WHOLESALE DISTRIBUTORS Child Nutrition: School Programs | CHAVEZ CONTINUATION HIGH SCHOOL GODINEZ FUNDAMENTAL HIGH SCHOOL LATHROP INTERMEDIATE SCHOOL MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL NUTRITION SERVICES SANTA ANA HIGH SCHOOL SEGERSTROM HIGH SCHOOL | \$42,347.26 |
| 84195242 | GOLD STAR FOODS Child Nutrition: School Programs | NUTRITION SERVICES | \$42,456.22 |
| Fund 14 Deferred Maintenance Fund | | | |
| 84195266 | ALLSTAR PAVING CO., INC. Fund 14 Deferred Maintenance Fund | BUILDING SERVICES | \$68,463.00 |
| 84195273 | GRAHAM COMPANY A DIVISON OF NA SYSTEMS, INC. Fund 14 Deferred Maintenance Fund | BUILDING SERVICES | \$46,118.48 |
| Fund 25 Capital Facilities Fund | | | |
| 84195291 | BANC OF AMERICA LEASING AND CAPITAL, LLC Fund 25 Capital Facilities Fund | DISTRICTWIDE | \$1,036,965.01 |

SAUSD Board of Education Warrant Listing

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| <u>Check #</u> | <u>Vendor</u> | <u>Location</u> | <u>Amount</u> |
|--|--|-----------------------------------|---------------|
| Fund 35 County School Facilities Fund | | | |
| 84195300 | AT&T DATACOMM, INC. dba AT&T DATACOMM | | \$71,997.13 |
| | Fund 35 OPSC School Facilities Bond Projects-Second Issuance | SPURGEON INTERMEDIATE SCHOOL | |
| 84195302 | BALFOUR BEATTY CONSTRUCTION | | \$158,358.00 |
| | Fund 35 OPSC School Facilities Bond Projects | MITCHELL CHILD DEVELOPMENT CENTER | |
| | | WILLARD INTERMEDIATE SCHOOL | |
| | | WILSON ELEMENTARY SCHOOL | |
| Fund 40 Special Reserve Fund | | | |
| 84195331 | DIVISION OF STATE ARCHITECT | | \$78,250.00 |
| | Fund 40 Special Reserve Fund | VALLEY HIGH SCHOOL | |
| Fund 68 Workers' Compensation | | | |
| 84195343 | SANTA ANA UNIFIED SCHOOL DISTRICT WORKERS' COMP. | | \$30,216.82 |
| | Fund 68 Workers' Compensation | RISK MANAGEMENT | |

SAUSD Board of Education Warrant Listing

June 18, 2014

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| <u>Check #</u> | <u>Vendor</u> | <u>Location</u> | <u>Amount</u> |
|-------------------------------------|--|----------------------------|------------------------|
| Fund 69 Health & Welfare | | | |
| 84195359 | VISION SERVICE PLAN | | \$38,266.69 |
| | Health & Welfare - Active Employees | DISTRICT EMPLOYEE BENEFITS | |
| | Health & Welfare - Retired Employees | DISTRICT EMPLOYEE BENEFITS | |
| 84195357 | SANTA ANA UNIFIED SCHOOL DISTRICT | | \$750,000.00 |
| | Health & Welfare - Active Employees | DISTRICT EMPLOYEE BENEFITS | |
| | Health & Welfare - Retired Employees | DISTRICT EMPLOYEE BENEFITS | |
| 84195351 | KAISER FOUNDATION HEALTH PLAN | | \$1,195,970.02 |
| | Health & Welfare - Active Employees | DISTRICT EMPLOYEE BENEFITS | |
| | Health & Welfare - Retired Employees | DISTRICT EMPLOYEE BENEFITS | |
| 84195348 | DELTACARE USA | | \$45,530.34 |
| | Health & Welfare - Active Employees | DISTRICT EMPLOYEE BENEFITS | |
| | Health & Welfare - Retired Employees | DISTRICT EMPLOYEE BENEFITS | |
| 84195346 | BLUE SHIELD OF CALIFORNIA | | \$3,143,737.47 |
| | Health & Welfare - Active Employees | DISTRICT EMPLOYEE BENEFITS | |
| | Health & Welfare - Retired Employees | DISTRICT EMPLOYEE BENEFITS | |
| Grand Total: | | | \$10,361,227.20 |

AGENDA ITEM BACKUP SHEET
July 22, 2014

Board Meeting

TITLE: **Approval/Ratification of Listing of Agreements/Contracts with Santa Ana Unified School District and Various Consultants Submitted for Period of June 11, 2014 through June 24, 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 June 11, 2014 through June 24, 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 June 11, 2014 through June 24, 2014.

2014-15 LISTING OF CONSULTANTS/CONTRACTED SERVICES
Submitting Division: Educational Services
July 22, 2014

| NO. | NAME | IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE | DATE | ANNUAL RENEWAL | FUNDING SOURCE | MAXIMUM NOT TO EXCEED | REQ. NO. |
|-----|---|---|---|----------------|----------------|-------------------------|----------|
| 1. | Big Brothers Big Sisters of Orange County | Diamond and Kennedy Elementary Schools: Will provide one Big Brother/Big Sister per student as well as schedule group activities which will facilitate character building, relationship development, and academic success at no cost to the District. | September 2, 2014 through June 30, 2015 | | N/A | No cost to the District | N/A |
| 2. | Playworks | Kennedy Elementary School: Will coordinate core playground games and sports and introduce skill-building exercise for grades K-5. Playworks will provide a Junior Coach Program to establish student leadership within the school and to build student ownership of some key school functions. | August 14, 2014 through June 30, 2015 | | Title I | \$30,000.00 | 163732 |
| 3. | Playworks | Monte Vista Elementary School: Will coordinate core playground games and sports and introduce skill-building exercise for grades K-5. | September 2, 2014 through June 30, 2015 | | Title I | \$30,000.00 | 163487 |
| 4. | UCI | Spurgeon: Will provide professional development, working with administration and teachers to focus on increasing student achievement. | August 1, 2014 through June 30, 2015 | | Title I | \$80,000.00 | 163852 |

2014-15 LISTING OF CONSULTANTS/CONTRACTED SERVICES

Submitting Division: Educational Services

July 22, 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. | Scholastic, Inc. | Villa Fundamental: Will provide teachers in-class coaching support for the conversion to upgrade to the Read 180 Next Generation and intensive interventions programs. | July 23, 2014 through June 30, 2015 | | Title I | \$59,000.00 | 164250 |
| 6. | Scholastic, Inc. | Saddleback High School: Will provide teachers in-class coaching support for the System 44 and Read 180 intensive interventions programs. | August 1, 2014 through June 30, 2015 | | Title I | \$18,392.00 | 160567 |
| 7. | Jamie Hudson | Elementary Educational Services: Will provide training to Transitional Kinder and Kinder teachers on how to implement digital literacy instruction using technology and AWARD Reading during the 2014-15 school year. | August 25, 2014 through June 30, 2015 | | Title I Set Aside CORE | \$6,000.00 | 163902 |
| 8. | Equal Opportunity Schools (EOS) | Secondary Educational Services: Will identify and upgrade high school students who can succeed in Advanced Placement or International Baccalaureate courses. EOS will develop systems and structures for the District and enable students for further increases in college readiness and closure of opportunity and achievement gaps. | July 23, 2014 through June 30, 2015 | | Title I Set Aside Professional Development | \$150,000.00 | 164253 |

2014-15 LISTING OF CONSULTANTS/CONTRACTED SERVICES

Submitting Division: Educational Services

July 22, 2014

Page 3

| NO. | NAME | IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE | DATE | ANNUAL RENEWAL | FUNDING SOURCE | MAXIMUM NOT TO EXCEED | REQ. NO. |
|-----|-----------------------------------|--|---------------------------------------|----------------|------------------------------|-----------------------|----------|
| 9. | Parchment | Secondary Educational Services: Will provide a full service student record/transcript exchange platform for the District and high schools. Parchment is internet-based and is a secure electronic record exchange service. | July 23, 2014 through June 30, 2015 | | Title I Set Aside CORE | \$24,000.00 | 164248 |
| 10. | The DBQ Company | Secondary Educational Services: Will provide training for Secondary History Social Science Teachers on how to instruct students to write argumentative evidence based essays, how to analyze student work and deliver feedback to effect student improvement in writing. | August 26, 2014 through June 30, 2015 | | Title II | \$8,800.00 | 163938 |
| 11. | Fullerton International Resources | Secondary Educational Services: Will provide training for Secondary History Social Science Teachers on how to instruct students to write argumentative evidence based essays, how to analyze student work and deliver feedback to effect student improvement in writing. Consultant will provide six full days of training and 12-3 hour after school trainings to support history teachers in teaching the DBQ writing in the classroom with their students. | August 26, 2014 through June 30, 2015 | | Title II | \$27,000.00 | 163939 |

2014-15 LISTING OF CONSULTANTS/CONTRACTED SERVICES

Submitting Division: Educational Services

July 22, 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. |
|-----|--|--|-------------------------------------|----------------|------------------------|-----------------------|----------|
| 12. | Orange County Department of Education Ratification | Educational Technology: Will provide services for Google apps for Education Professional development workshop. | June 26, 2014 through June 27, 2014 | | Educational Technology | \$1,500.00 | 163862 |
| 13. | Gladys Smith | Head Start Program: Consultant will provide health assessments, hearing and vision screening, immunization assessment, health appraisals of students; maintain pertinent health information children's health records. Provide consultation and guidance to parents and staff on health related issues; identify pupil health problems through assessment observations, staff referrals and analysis of records. Develop plans, provide staff and parent education on health related issues, and follow up on health concerns monitor program for health compliance. Prepare reports on health related information. | July 23, 2014 through June 30, 2015 | | Head Start | \$50,000.00 | 163883 |

2014-15 LISTING OF CONSULTANTS/CONTRACTED SERVICES

Submitting Division: Business Services

July 22, 2014

| NO. | NAME | IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE | DATE | ANNUAL RENEWAL | FUNDING SOURCE | MAXIMUM NOT TO EXCEED | REQ. NO. |
|-----|-----------------|--|---|----------------|----------------|-----------------------|----------|
| 14. | Gloria Johnston | Superintendent's Office: Will provide services to facilitate Superintendent's evaluation. | July 23, 2014 through June 30, 2015 | | General Fund | \$2,000.00 | 164266 |

2014-15 LISTING OF CONSULTANTS/CONTRACTED SERVICES
Submitting Division: Human Resources
July 22, 2014

| NO. | NAME | IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE | DATE | ANNUAL RENEWAL | FUNDING SOURCE | MAXIMUM NOT TO EXCEED | REQ. NO. |
|-----|--|---|---|----------------|----------------|-----------------------|----------|
| 15. | Garcia, Hernandez, Sawhney & Bermudez LLP | Will provide consulting services to the Human Resources Department. | July 23, 2014 through June 30, 2015 | | General Fund | \$5,000.00 | 164274 |

2014-15 LISTING OF CONSULTANTS/CONTRACTED SERVICES
Submitting Division: Support Services
July 22, 2014

| NO. | NAME | IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE | DATE | ANNUAL RENEWAL | FUNDING SOURCE | MAXIMUM NOT TO EXCEED | REQ. NO. |
|-----|--------------------------------|---|---|----------------|---------------------------|-----------------------|----------|
| 16. | Paul Arata Ratification | Increase to P.O. #290306. Will provide mental health counseling for students. | June 26, 2014 through June 30, 2014 | | Mental Health Special Ed. | \$2,160.00 | 163718 |

AGENDA ITEM BACKUP SHEET
July 22, 2014

Board Meeting

TITLE: Approval of Agreement with ParentLink for 2014-15 School Year

ITEM: Consent

SUBMITTED BY: Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations, CBO
David Haglund, Ed.D., Deputy Superintendent, Educational Services
Deidra Powell, Chief Communications Officer

PREPARED BY: Jonathan Geiszler, Director, Purchasing and Stores

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the agreement with ParentLink to provide an automated messaging system and mobile application (app).

RATIONALE:

ParentLink will provide an automated communication system to replace the existing system, EduLink, in order to provide the ability to give parents more access to school and District information in a more user friendly, streamlined manner. The expanded capability includes a parent portal to manage and save messages between schools as well as a mobile app for smart phones, that will allow a parent ease of access as well as allow the District the ability to push web based information and notifications to parents such as special events, and programs that will benefit our students.

This app and parent portal will be maintained by ParentLink and updated regularly as new improvements and features are made available to provide parents with a positive and meaningful experience. The contract term is five years with no obligation after the first year.

FUNDING:

General Fund: \$1.55 per student (estimated at \$82,592)

RECOMMENDATION:

Approve the agreement with ParentLink for the 2014-15 school year to provide an automated messaging system and mobile application (app.)

SP:mm

The ParentLink Appivate + Notify Services Agreement

This service agreement (“Agreement”) is made as of July 1, 2014 (“Effective Date”) between Santa Ana Unified School District (“Client”) and Parlant Technology, Inc. dba ParentLink (“ParentLink”). The parties agree as follows:

The following defined definitions will be used to interpret the contract unless the body of the Agreement revises a defined definition in which case the revised definition will govern.

DEFINITIONS

“**Annual Message Fee**” means an annual fee for use of the Service. The Annual Message Fee is calculated by multiplying the Per Student Price by the number of enrolled students.

“**Annual Subscription Fee**” means an annual fee for ParentLink to maintain and update the Service.

“**Agreement**” means this contract between the parties which is disclosed in this document, any appendixes, and any documents which are incorporated by reference.

“**Confidential Information**” means information or data that is generally not known to the public and includes any information regulated by the Family Educational Rights and Privacy Act (“FERPA”) such as student attendance records. ParentLink’s Confidential Information includes, but is not limited to, the information provided through Service and information and documents relating to the provision of Service including, but not limited to, user interfaces, training materials, user guides, and webinars.

“**Client**” means the party that is receiving services from ParentLink; if the Party is a school district then the term Client includes all schools that are members of the Client and served by the Client.

“**Effective Date**” means the first date for which the Agreement is enforceable.

“**Implementation Fee**” means a one-time fee for setting up and implementing the Service.

“**Initial Term**” means the initial period of service provided to Client by Parent Link.

“**Price Per Student**” means the price for a license for the guardians of a student which attends a member school of Client to use the Service to receive information about the student or the school which has been assigned to the student.

“**Recipient**” means the Client’s 1) enrolled students, 2) guardians of enrolled students, 3) administrators, 4) faculty, 5) staff, and 6) board members; collectively “**Recipients**”.

“**Recipient Data**” means contact data for Recipients.

“**Renewal Term**” means a one year period in which the Agreement is automatically extended beyond the expiration date of the Term unless either Party provides Notice of termination. Collectively, all of the renewal terms are “**Renewal Terms**”. Unless a Party provides Notice, the number of successive Renewal Terms is not limited.

“**Service**” means the ParentLink Notify and Appivate service developed by ParentLink that includes proprietary technology and secret processes which are hosted on ParentLink’s servers. Service includes unlimited on-line training and 24/7/365 Client care support for all of Client’s designated users. Client agrees to cooperate with the implementation, and ParentLink is granted a reasonable time period to implement the Service.

“**Service Fee**” means the sum of the Implementation Fee, Annual Subscription Fee, and the Annual Message Fee which are owed by the Client at the beginning of each year of the term. For the second year and beyond, the Implementation Fee is waived.

“**Service Start Date**” means the first date on which Service will be made available to Client for use.

“**Term**” means the combination of the Initial Term and any Renewal Term(s).

“**Notice**” means a written notification sent by certified or registered mail by one Party to the other Party notifying the other Party of breach of the Agreement or termination of the Agreement. Notice must be sent to the individual and address listed in the signature block. Notice is effective on the date that it is received by the other Party.

1. **The ParentLink Service and License.** ParentLink shall provide the Client with Service to send unlimited outreach and emergency notifications to Recipients and to send unlimited push notifications to Recipients via the Apptivate app service and grants to the Client a non-exclusive, revocable, non-transferable license to use Service. Client or the Recipient will provide Recipient Data. Telephone and SMS messages may only be sent to contact numbers from the 48 contiguous states of the United States, Hawaii and Alaska. Client shall not send any messages to premium rate phone numbers. If the Recipient incurs additional charges for receiving notifications, such as text message fees or data fees, then additional charges are payable by the Recipient or Client. ParentLink reserves the right to change any feature of Service, provided ParentLink shall not change any feature used by the Client without making reasonable efforts to provide similar or enhanced functionality.
2. **Term and Termination.** This Agreement’s Term will commence on July 15, 2014 (“Service Start Date”) and will end on July 14, 2017 (the “Initial Term”). *If either party shall willfully violate any of the covenants imposed upon it by this Agreement, or the Santa Ana Unified School District Board of Education fails to approve the extension of this agreement, such actions shall entitle the other party to terminate this Agreement. The party desiring to terminate for such causes shall provide thirty (30) days written notice of plans to terminate. If at the end of such time the party notified has not responded to the request for termination, then this Agreement shall be deemed terminated.* Thereafter, the Agreement will automatically renew, unless either party provides written notice of non-renewal at least 30 days prior to the end of the then-current Term. The conditions of a Renewal Term shall be the then-existing ParentLink standard terms, rates and charges.
 - a. **Termination with Cause.** Either Party may terminate this Agreement in the event of a material breach by the other Party, which breach remains uncured for thirty days following written notice to the breaching Party. In the event Client terminates the Agreement for an uncured material breach by ParentLink, the Client will receive a prorated refund of the Annual Message Fee calculated from the date of termination to the end of the applicable annual period. This Agreement can be terminated immediately by ParentLink for non-payment.
 - b. **Effect of Termination.** In the event of termination or expiration of this Agreement, the Client will: a) immediately discontinue using Service; b) pay to ParentLink all amounts due and payable under the Agreement; and, c) return or destroy all documentation and related training materials to ParentLink within a reasonable time at the Client’s cost. Any termination of this Agreement will not affect any rights or liabilities of either Party that accrued prior to such termination. Sections 4, 6, and 7 will survive any termination of this Agreement.
3. **Implementation Fee, Annual Subscription Fee, and Annual Message Fee.** Client shall pay ParentLink the following Implementation Fee, Annual Subscription Fee, and Annual Message Fee.
 - a. **Implementation Fee:** A one-time fee of **\$0** for implementation and configuration work, initial on-site goal and strategy meeting(s), training, all infrastructure maintenance, data storage, and security during the Initial Term.
 - b. **Annual Message Fee:** The Client shall pay an annual fee each year in the amount of **\$1.55** per student commencing on the Service Start Date. The total student enrollment will be recalculated each year based on the student enrollment amount which is listed in the Client’s database. As of the Effective Date the

total student enrollment of Client is 53,285 students. Accordingly, the Annual Message Fee for the first year of the Term is \$82,591.75.

- c. Annual Subscription Fee: The Client shall pay an annual subscription fee in the amount of \$82,591.75. If the Client terminates this Agreement before the end of the Initial Term, then Client shall pay within 30 days of termination the annual subscription fees that the Client would have paid if the Client had not terminated the Agreement.
 - d. Service Fee: The Service Fee payable for the first year of the Term is \$82,591.75. The Service Fee already includes the FCC's Universal Services Fund charge; however, all other applicable taxes, fees, or levies are the responsibility of Client. The Service Fee will be due within 30 days of invoicing.
4. **Confidentiality.** Each Party agrees to maintain the confidentiality of the Party's Confidential Information with at least a reasonable degree of care by limiting access to the Confidential Information to its employees and agents who have a business need for the access and who have been clearly informed of their obligation to maintain the confidential, proprietary, trade secret status, or both of the Confidential Information. ParentLink does not rent, trade, or sell Recipient Data received from Client to third parties and will only disclose information when allowed by FERPA and required a) by applicable laws or government orders or b) to maintain and operate Service.
 5. **Privacy, Security and Terms of Use.** Client agrees to comply with the current ParentLink policy regarding Privacy, Security and Terms of Use ("Terms of Use") available at <http://www.parentlink.com/privacy-terms-of-use/>, which is incorporated by reference and may be amended from time to time by ParentLink. Client shall periodically review the Terms of Use.
 6. **Representations and Obligations.** The Client warrants that: a) it will comply with all applicable regulations, laws, and contracts when using Service and with respect to the content and transmission of its messages sent using Service; b) it will use best efforts in providing complete and accurate Recipient Data; c) it has met all contractual, regulatory, and legal requirements in providing, and using, the Recipient Data, in connection with Service, including, but not limited to, obtaining necessary consent to call a Recipient; d) it will maintain the confidentiality of its password and account information and agrees to notify ParentLink in the event of an actual or suspected unauthorized access to its account; e) it will not send messages to Recipients who have opted out of receiving messages from the Client; f) it will not use Service in a manner which would cause Service to infringe a third party intellectual property right; and g) it will fully cooperate during the implementation process. The Client agrees to indemnify ParentLink against all damages, losses, liability (including without limitation, costs and reasonable attorney's fees) in connection with any action or claim that arises from the content or the effects of any messages that the Client distributes using Service or the Client's use of Service.
 7. **Limitation of Warranty and Liability.** ParentLink does not represent that Client will be able to access Service at any particular time or location. Service is provided "as-is" with no guarantee that it is error free, and ParentLink expressly disclaims all representations and warranties relating to Service, to the maximum extent permitted by law, either expressly or impliedly, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. To the extent allowed by applicable law, neither ParentLink nor its officers, employees, agents, affiliates, partners, sponsors, or service providers, will be liable for any damages or injury caused by factors including but not limited to: any failure of performance, error, omission, interruption, defect, delay in operation of transmission, computer virus, or line failure of Service. **In no event shall ParentLink be liable to the Client or any third party for any injury, loss, claim, damages, or any special, incidental, consequential, exemplary or punitive damages of any kind (including without limitation loss of business profits, loss of savings, loss of business opportunity, loss of business information, business interruption, downtime, cover and the like) arising out of or in connection with this Agreement, whether based in contract, tort (including without limitation negligence) or otherwise, even if ParentLink has been advised of the possibility of such damages or should have foreseen such damages.** The Client agrees that Service is not intended or designed for use in high-risk activities, or in any situation where failure of Service could lead to death,

damage to property, personal injury, or where other damage could result if an error occurred. Under no circumstances will either Party's liability exceed the most recent, annual Service Fee; the existence of multiple claims will not enlarge this limit. The Parties acknowledge and agree that this Section 5 is an essential element of this Agreement and that in its absence the economic terms of this Agreement would be substantially different.

- 8. Merger and Order of Priority.** This Agreement, Quote, and Terms of Use are the Parties' entire agreement relating to their subject matter and may be amended only by mutual written agreement. This Agreement cancels all other prior or contemporaneous oral or written communications between Parties relating to its subject matter, as well as any prior contractual agreements between Parties. If there is ambiguity or discrepancy between contract provisions, the following contractual documentation shall govern in descending order of priority: first, addenda or riders, if any; second, Agreement; third, Terms of Use; fourth, Quote, and fifth, any other documents that have been incorporated by reference.
- 9. Severability.** If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be deemed severed and shall be deemed inoperative, and, provided that the fundamental terms and conditions of this Agreement (including, without limitation, Section 7) remain enforceable, the remainder of this Agreement shall remain operative and binding on the Parties.
- 10. Miscellaneous.** Any dispute, controversy, or claim arising out of or relating to this contract, or the breach thereof, shall be settled in the Client's state by arbitration that 1) applies the laws of the Client's state without regards to its conflicts of laws principles and 2) is in accordance with the Commercial Rules of the American Arbitration Association by the American Arbitration Association. Neither party shall be liable for damages for any delay or failure of Service arising out of causes beyond its reasonable control, including, but not limited to, Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, acts of foreign enemies, hostilities (regardless of whether war is declared), confiscation, acts of civil or military authority, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, general disruption or slow speed of the Internet, break-downs of security or interruption or failure of electricity, telecommunication, or telephone service. This Agreement may be executed in counterparts; any signature on this Agreement or a copy of this Agreement which is sent through facsimile, email, or an electronic signature service is binding on the other Party as an original. The Client acknowledges that the Confidential Information and all other materials pertaining to the use of Service are not purchased or developed with Client funds; consequently, nothing in this Agreement grants or transfers to the Client any ownership rights in the foregoing materials or Service. Failure by any party enforce any provisions in this Agreement will not be deemed a waiver of future enforcement. Neither Party may assign this Agreement without the other Party's prior written consent, provided that ParentLink may assign this Agreement to any entity or successor that acquires all or substantially all of the business, stock, or assets of ParentLink. Any assignee of this Agreement is bound by this Agreement. The Client agrees to not disclose ParentLink's Confidential Information to the public or the ParentLink's competitors. The Client shall receive a 2% discount upon renewal of this Agreement for an additional term beyond the agreement expiration date if the Client actively participates in recommending ParentLink's services to a new, paying client. If the referred, new client licenses the ParentLink Suite service, then the referring Client's discount will be deemed to be 4% instead of 2%.
- 11. Effectiveness; Date.** This agreement will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that Party's signature.) Each party is signing this agreement on the date below that party's signature. If a party signs but fails to date a signature, the date that the other party receives the signing party's signature will be deemed to be the date that the signing party signed this agreement.

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| For: ParentLink |
| Signed: |
| Print Name: John Graff |
| Date: |
| Title: President |
| 180 North University Avenue, Suite 500, Provo, Utah 84601 |

| |
|--|
| For: Santa Ana Unified School District |
| Signed: |
| Print Name: |
| Date: |
| Title: |
| 1601 East Chestnut Ave. Santa Ana, California 92701 |

AGENDA ITEM BACKUP SHEET
July 22, 2014

Board Meeting

TITLE: Adoption of Resolution No. 14/15-3019 – Establish Temporary Interfund Transfers

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 adoption of Resolution No. 14/15-3019 to establish temporary interfund transfers for the 2014-15 fiscal year.

RATIONALE:

Education Code Section 42603 allows the District to engage in internal borrowings between funds. Interfund borrowing is used during the regular course of business for both easing temporary cash shortages and for routine accounting transactions. The California Department of Education (CDE) recently changed criteria on temporary interfund borrowing. The CDE is now treating temporary interfund borrowing as a transfer and requesting that all Districts obtain Board approval prior to the first transaction. Business Services will present an agenda item at the beginning of each year.

The transferred amounts shall not be available for appropriation or considered income to the borrowing fund and shall be repaid in the same fiscal year or in the following fiscal year if the transfer occurs within the final 120 calendar days of the fiscal year. Borrowing shall occur only when the receiving fund will earn sufficient income in the current fiscal year to repay the amount transferred, and no more than 75% of the maximum of funds held in any fund during a current fiscal year may be transferred.

FUNDING:

Not Applicable

RECOMMENDATION:

Adopt Resolution No. 14/15-3019 to establish temporary interfund transfers for 2014-15 fiscal year.

1 I, Rob Richardson, Clerk of the Governing Board, do hereby certify that the
2 foregoing is a full, true, and correct copy of a resolution passed and adopted by
3 the Board at a regularly called and conducted meeting held on said date

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WITNESSED my hand this _____ day of _____, 20____.

Rob Richardson
Clerk of the Governing Board
Santa Ana Unified School District

AGENDA ITEM BACK-UP SHEET

July 22, 2014

Board Meeting

TITLE: Authorization to Utilize California Multiple Award Schedule Agreement with Ricoh USA, Inc., for Lease of Duplication Equipment for Publications and Approval of Equipment Lease Finance Agreement with PNC Equipment Finance, LLC

ITEM: Consent

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

PREPARED BY: Jonathan Geiszler, Director, Purchasing and Stores
Holger Kasper, Director, Logistics

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to utilize California Multiple Award Schedule (CMAS) Agreement for the lease of duplication equipment and supplies for Publications through Ricoh USA, Inc. and the approval of a lease finance agreement with PNC Equipment Finance, LLC.

RATIONALE:

On May 6, 2014, the State of California entered into CMAS Agreement No. 3-08-36-0032B with Ricoh USA, Inc., which grants local government agencies the ability to purchase duplication equipment and supplies through Ricoh USA, Inc., and their approved distribution partners. The Agreement also provided that it would continue in effect until termination or not to exceed a period of four years. The CMAS Agreement No. 3-08-36-0032B is in effect until October 31, 2018. The agreement allows the District to lease or purchase the duplication equipment. Staff has determined that leasing of this equipment is the most appropriate option at this time and has selected PNC Equipment Finance, LLC to provide this service based on their finance rate provided to the District. Legal counsel from the Orange County Department of Education has reviewed and approved use of this agreement.

The District can, without going to bid, utilize such contracts pursuant to California Public Contract Code Sections 10298 and 20118. The contract prices offered by Ricoh USA, 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 contract awarded to Ricoh USA, Inc., as allowed under the CMAS Agreement No. 3-08-36-0032B.

FUNDING:

General Fund: \$2,014.50 + Tax monthly for (60) months

RECOMMENDATION:

Authorize staff to utilize California Multiple Award Schedule Agreement No. 3-08-36-0032B with Ricoh USA, Inc., for the lease of duplication equipment for Publications Department and the approval of Lease Purchase Finance Agreement with PNC Equipment Finance, LLC.

SP:mm

AGENDA ITEM BACKUP SHEET**July 22, 2014****Board Meeting**

TITLE: Acceptance of United States Department of Agriculture Fresh Fruit and Vegetable Program Grant for 2014-15 School Year

ITEM: Consent

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

PREPARED BY: Mark Chavez, Director, Nutrition Services

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board acceptance of the United States Department of Agriculture (USDA) Fresh Fruit and Vegetable Program grant from the California Department of Education (CDE), Nutrition Services Division, for the District's K-8 schools for 2014-15 school year.

This is the eighth year receiving the grant. Schools are chosen based on their Free and Reduced lunch eligibility percentage. Elementary schools that have 88% or higher free or reduced eligibility were funded. The same thirty elementary schools from the previous school year qualified for this funding (Adams, Carver, Davis, Diamond, Edison, Esqueda, Franklin, Fremont, Garfield, Harvey, Heninger, Heroes, Hoover, Jackson, Kennedy, King, Lincoln, Lowell, Madison, Martin, Monroe, Monte Vista, Pio Pico, Remington, Romero-Cruz, Roosevelt, Sepulveda, Walker, Washington and Wilson).

RATIONALE:

This grant, a USDA program, will be used to provide students with a variety of a fresh fruit and vegetable snacks during the school day as a supplement to (and not part of) the school's breakfast and school lunch program. Additionally, this grant will teach students about good nutrition, help to combat the high obesity epidemic in Kindergarten through 8th grade students, and increase their awareness of the importance of nutrition and active lifestyles.

It is estimated that the grant monies for the entire 2014-15 school year will be at \$53 per student. Two allocations will be awarded. At this time only the first allocation total is known.

FUNDING:

First Allocated Grant Award: \$107,190.00

RECOMMENDATION:

Accept the USDA Fresh Fruit and Vegetable Program grant for the 2014-15 school year.

SP:mm

1AGENDA ITEM BACKUP SHEET
July 22, 2014

Board Meeting

TITLE: **Approval of Rejection of Government Code §910 and §910.2 Claims Against Santa Ana Unified School District – File Number: 14-16703 RV and 14-16878 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 Number: 14-16703 RV and 14-16878 JT.

DESCRIPTION OF DAMAGE/INJURY:

Claimants request reimbursement for personal injury and damage to personal property.

FUNDING:

Not Applicable

RECOMMENDATION:

Recommend rejection of Government Code §910 and §910.2 claims against the District, File Number: 14-16703 RV and 14-16878 JT.

AGENDA ITEM BACKUP SHEET
July 22, 2014

Board Meeting

TITLE: Acknowledgement of Receipt of Material Revision of NOVA Academy Charter Petition

ITEM: Consent

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

PREPARED BY: Mavis Mitchell, Charter Schools Financial Coordinator

BACKGROUND INFORMATION:

The purpose of this agenda item is to acknowledge formal receipt of the material revision of the current NOVA Academy charter petition delivered on Thursday, June 26, 2014.

RATIONALE:

The District is required to comply with California Education Code Section 47605(b) to hold a public hearing on the provisions of a submitted charter petition within 30 days of receipt of the petition. In order to facilitate the setting of the required public hearing and uniformly establish the parameters of the statutory timeline, submitted charter petitions are defined as and deemed received after action has been taken by the Board of Education to formally do so.

Recorded action taken at a regular meeting of the Board of Education effectively acknowledges and documents the date of receipt as the date of the action and thereby establishes the parameters of the statutory timeline and facilitates the setting of the required public hearing date.

FUNDING:

Not Applicable

RECOMMENDATION:

Acknowledge receipt of the material revision of the current NOVA Academy Charter Petition as of the date of the regular meeting of the Board of Education on July 22, 2014.

Santa Ana Unified School District

Charter Petition Submission

Process Timeline:

NOVA Academy Charter Petition Material Revision

(Updated June 26, 2014)

1. Petition delivered to District Office
 - a. Hardcopy of Material Revision to current Charter Petition delivered to District Office on Thursday, June 26, 2014.
 - i. Current charter petition expires June 30, 2018
 - ii. No additional versions, formats of document provided
2. Formal Receipt of Charter Petition
 - a. Regular SAUSD Board Meeting, Tuesday, July 22, 2014
 - i. Action Item: Receipt of Material Revision to Charter Petition
 - b. Statutory 60 Day Timeline commences as of date of Board Action; can be extended by 30 days if mutually agreed.
 - i. Day One: Tuesday, July 22, 2014
 - ii. Day Thirty: Wednesday, August 20, 2014
 - iii. Day Sixty: Friday, September 19, 2014
 - c. Available Regular Board Meeting Dates
 - i. Tuesday, August 26, 2014
 - ii. Tuesday, September 9, 2014
 - iii. Tuesday, September 23, 2014
3. Public Hearing
 - a. Within 30 days of Board Receipt
 - i. Scheduled: Tuesday, August 26, 2014 (tentative)
4. Convening of Charter Petition Review Committee
 - a. Petition distributed to members for review on to be determined
 - b. Committee Meeting scheduled for to be determined
 - c. Completion of review and compilation of findings to be determined

5. Review by Legal Counsel

- a. Copy of Petition sent electronically and/or via messenger on to be determined
- b. Completion and submission of written draft review- pending

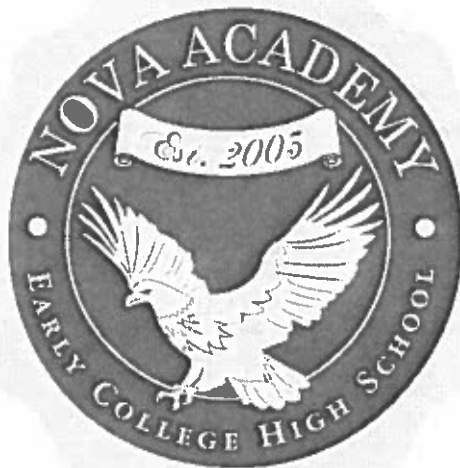
6. Preparation and Submission of Staff Report

- a. Date of completion: to be determined
 - i. Recommendation
 - ii. Resolution

7. Board Action

- a. Within 60 days of Submission
 - i. Regular Meeting of SAUSD Board on Tuesday, September 9 or 23, 2014
(tentative)

NOVA Academy Early College High School



Charter Renewal Petition
July 1, 2013 - June 30, 2018

Material Revision Submitted May 28, 2014

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Table of Contents of Legal Requirements:

This charter has been created in the format encouraged by the California State Board of Education in its adopted "Model Application for Charter Schools" and it goes beyond the legal requirements of Education Code Section 47605. According to the State Board of Education, the Model Application format ensures that charter petitioners cover all of the minimum elements required by law in a systematic way. However, as the Model Application format requires that statutory provisions in the Charter Schools Act be addressed out of the order presented in the Education Code, this "Table of Contents of Legal Requirements" is presented to assist the Reviewer in establishing that all requirements of law have been met.

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EXHIBITS

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AFFIRMATIONS/ASSURANCES

NOVA Academy Early College High School (“NOVA Academy ECHS” or the Charter School”) will follow any and all federal, state, and local laws and regulations that apply to the Charter School, including but not limited to:

- The Charter School shall meet all statewide standards and conduct the student assessments required, pursuant to the Education Code Sections 60605 and 60851, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605(c)(1)]
- NOVA Academy shall be deemed the exclusive public school employer of the employees of NOVA Academy Early College High School for the purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605(b)(O)]
- The Charter School shall be nonsectarian in its programs, admission policies, employment practices, and all other operations. [Ref. Education Code Section 47605(d)(1)]
- The Charter School shall not charge tuition. [Ref. Education Code Section 47605(d)(1)]
- The Charter School shall admit all students who wish to attend NOVA Academy Early College High School, and who submit a timely application, unless the Charter School receives a greater number of applications than there are spaces for students, in which case each application will be given equal chance of admission through a public random drawing process. Except as required by Education Code Section 47605(d)(2), admission to the Charter School shall not be determined according to the place of residence of the student or his or her parents within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(d)(2)(B). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the Charter School in accordance with Education Code Section 47605(d)(2)(C). [Ref. Education Code Section 47605(d)(2)(A)-(C)]
- The Charter School shall not discriminate on the basis of the characteristics listed in Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605(d)(1)]
- The Charter School shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of Americans with Disabilities Act of 1990 and the Individuals with disabilities in Education Improvement Act of 2004
- The Charter School shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. Title 5 California Code of Regulations Section 11967.5(f)(5)(C)]

- The Charter School shall ensure that teachers in the Charter School hold a Commission of Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools are required to hold. As allowed by statute, flexibility will be given to noncore, noncollege preparatory teachers. [Ref. California Education Code Section 47605(1)]
- The Charter School shall at all times maintain all necessary and appropriate insurance coverage.
- The Charter School shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D).
- If a pupil is expelled or leaves the Charter School without graduating or completing the school year for any reason, the Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including, a transcript of grades or report card and health information. [Ref. California Education Code Section 47605(d)(3)]
- The Charter School shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for the audit and inspection.
- The Charter School shall on a regular basis consult with its parents and teachers regarding the Charter School's education programs.
- The Charter School shall comply with any jurisdictional limitations to locations of its facilities.
- The Charter School shall comply with all laws establishing the minimum and maximum age for public school enrollment.
- The Charter School shall comply with all applicable portions of the No Child Left Behind Act.
- The Charter School shall comply with the Public Records Act.
- The Charter School shall comply with the Family Educational Rights and Privacy Act.
- The Charter School shall meet or exceed the legally required minimum of school days.

I. INTRODUCTION

OUR STORY

NOVA Academy Early College High School, operated by NOVA Academy, a California nonprofit public benefit corporation, opened in 2005 in partnership with Olive Crest, one of the West Coast's premier children's charities, with the keen desire to provide hope and an even playing field for foster and at-risk students, a population who face seemingly insurmountable odds. The Charter School's goal continues to be for students to not only achieve a high school diploma, but also to earn college credit in an academically challenging and nurturing environment.

~~Since 1973, Olive Crest has provided loving care for over 30,000 children and families. Accredited for delivering social service programs by the Council on Accreditation ("COA"), Olive Crest offers licensed foster family and adoption agencies, residential homes, community children centers, counseling and education programs that seek to strengthen families, prevent child abuse and treat victims of child abuse... "One Life at a Time" ®~~

The need to close the gap is great for foster and at-risk youth in the educational arenas. NOVA Academy ECHS, with the help, direction and encouragement of Santa Ana Unified School District ("SAUSD" or the "District"), a major federal grant, and the Middle College National Consortium, has been able to open and operate an first Early College High Schools that focuses on foster, at-risk, low income, and minority students.

NOVA Academy ECHS opened with nine students, most of whom were behind in credits and had only previously dreamed of going on to higher education. Initially, only part-time, retired, credentialed master teachers were hired with a specialty in their respective fields. The Charter School grew rapidly, from nine students, to forty, and then to eighty, and ultimately serving over 350 students in 2012.

With its first graduation in the year 2008, NOVA Academy ECHS graduated 18 students, all with their high school diplomas and transferable college credits – some with their Associate of Arts ("AA") degree and all of them going on to higher education. For most of these students this was not only a dream come true, but also a first for their respective families. For students at the poverty level, this educational opportunity has provided not only success and achievement, but a major source of hope and help for their future.

NOVA Academy Early College High School has a highly qualified and dedicated staff who consistently poured their energies into providing a rigorous, engaging educational experience with high expectations for all students. It is helpful to understand the wonderful staff at NOVA Academy ECHS and their areas of expertise in understanding the evolution and growth of this great institution. It is important to highlight the NOVA Academy ECHS staff and to others who have helped to develop this outstanding high school and its faculty, and who have helped many of its amazing young students to go from painful learning experiences to attainable goals. They have given students the courage and the tools they need to carve bright futures for themselves. Many of these students have experienced their first taste of academic success at NOVA Academy ECHS.

Starting with Natalie Battersbee and Reneé Lancaster; our faculty is nothing short of exceptional. These two individuals opened the program and closely guided its development and progress. Joining them were Mavis Mitchell and Dr. Pat Machado from Santa Ana Unified School District, who provided vital fiscal monitoring, evaluation of educational programs and oversight to maintain conformance to the Charter School's charter. ~~Additionally, the Olive Crest staff, Dr. Donald Verleur, and the NOVA Academy Board of Directors provide partnership, financial stability, and shared vision to achieve NOVA Academy ECHS's goals and objectives.~~ NOVA Academy ECHS also enjoys a considerable amount of support from government representatives, community leaders, other educational institutions and social service agencies.

Attached as Exhibit 1, please find bios of current NOVA Academy ECHS and NOVA Academy leadership.

NOVA ACADEMY ECHS MET RENEWAL REQUIREMENTS

The Charter School met the academic criteria required for charter renewal, as follows:

API Scores

| Year | Base API | Growth Target | Actual Growth | API Growth Score |
|---------|----------|---------------|---------------|------------------|
| 2011-12 | 715 | 5 | -2 | 713 |
| 2010-11 | 728 | 5 | -5 | 723 |
| 2009-10 | 724 | 5 | 7 | 731 |
| 2008-09 | 705 | 5 | 19 | 724 |

* Based upon calculations from raw data received from CDE

Rankings

| Year | Statewide Rank | Similar Schools Rank |
|---------|----------------|----------------------|
| 2011-12 | 4 | 3 |
| 2010-11 | 5 | 4 |
| 2009-10 | 5 | N/A |
| 2008-09 | 5 | N/A |

ACCOMPLISHMENTS FROM THE PAST CHARTER TERM

2011-2012

- NOVA Academy ECHS became a member of the Middle College National Consortium ("MCNC"). This is the organization to which our early college high schools belong. It has a long history of successful educational innovations and focuses authentic school reform with sustained collaboration.
- NOVA Academy ECHS's CAHSEE Math pass-rate was at an all time high of 90% for tenth grade students passing on their first attempt.

- NOVA Academy ECHS teachers and administration implemented “Teaching....A Road to Mastery.” This process involves teacher goal setting, formal and informal observations, self-reflections, and action and support plans.
- NOVA Academy ECHS partnered with UC Irvine to place UCI students as Accelerated Learning Interns (“ALIs”) at NOVA Academy ECHS. ALIs supported students during the regular instructional day, link, and after school labs. ALIs worked with NOVA Academy ECHS students in small groups as well as individually.
- First Annual Multi-cultural Festival was held and fourteen different ethnic cultures came to life for our students. The day culminated with dancers from Cambodia, and Brazil, and with drummers from Africa. Foods from many cultures were sampled by our students.
- Nova Academy successfully co-hosted the Middle College National Consortium National Student Leadership Conference attended by schools and held April 18th -22nd, 2012. Students from all over the country visited Santa Ana sites for activities focused on diversity.
- Students joined the MCNC’s on-line community where they planned and explored various themes and topics.
- We developed a system of cross observation peer review between our principal, Erin Craig, and two of our past principals. This afforded teachers multiple valuable feedbacks from three different administrators.
- NOVA Academy ECHS teachers engaged in professional development in the following areas:
 - Backwards planning
 - Benchmark analysis and action plans
 - Overall performance, standard, bubble students, distracter question
 - The lesson cycle
 - NOVA Academy ECHS signature practices
 - Formative checks for understanding
 - Family student support methods
- MCNC Winter Conference was attended by three members of NOVA Academy ECHS’s administrative staff. We made a presentation on NOVA Academy ECHS’s accomplishments.
- NOVA Academy ECHS and ~~Olive-Crest~~NOVA Academy ECHS at Coachella, also operated by NOVA Academy, began teacher training collaborations.
- The Charter School met 6 of 6 AYP criteria.

2010-2011

- NOVA Academy ECHS implements Honor Society and sets policy and membership requirements.

- Senior Breakfast to honor seniors for academic achievement, community service, and citizenship.
- Graduation June 10th of students who successfully completed all requirements of state of California and Santa Ana Unified School District.
- Professional Development of “Motivating Students” September 29th.
- Career Day. October 14th.
- Successful completion and acceptance of five AP courses for UC and CSU a-g approval.
- New teachers successfully complete year two of BTSA.
- First Annual Art Show was held at Olive Crest’s corporate offices and was so successful that patrons asked to purchase many of the works of art.
- The Charter School met 5 of 5 AYP criteria.

2009-2010

- Summer Advantage, a summer bridge program to help incoming 9th graders transition from middle to high school, was launched.
- The Charter School met 6 out of 6 AYP criteria.
- Data Director and schoolwide benchmark program launched.
- NOVA Academy ECHS was one of 60 schools in California to earn a Bronze Medal award from US News and World report.
- NOVA Academy ECHS awarded “Educator of the year” Award by OC Hispanic Chamber of Commerce.
- The PIMCO Foundation awarded NOVA Academy ECHS with its “Excellence Award”
- Implemented Gallup Student Survey to monitor student wellbeing, hope, and engagement.

2008-2009

- The Charter School met 6 out of 6 AYP criteria.
- NOVA Academy ECHS partnered with the PIMCO foundation to begin offering the “tools for tomorrow” financial literacy program to our students.

- First annual career day launched, showcasing career opportunities.
- First year with 100% graduation rate.

Throughout this Charter and any attachments, exhibits, and/or appendices hereto, any and all references to NOVA Academy Early College High School and/or NOVA Academy ECHS and/or NOVA and/or the Charter School and/or the School shall apply with full force and effect to NOVA Academy, Inc., the California Nonprofit Public Benefit Corporation, and any and all references to NOVA Academy, Inc., the California Nonprofit Public Benefit Corporation, shall apply with full force and effect to NOVA Academy Early College High School, and for all purposes related to this Charter or the operations of NOVA Academy Early College High School, both NOVA Academy Early College High School and NOVA Academy, Inc., shall be fully obligated to comply with the provisions of this Charter and any attachments, exhibits and/or appendices hereto, without regard to whether one or both of those entities is referenced or specifically listed or identified therein.

II. EDUCATIONAL PHILOSOPHY AND PROGRAM

Governing Law: A description of the educational program of the school, designed, among other things, to identify those whom the school is attempting to educate, what it means to be an "educated person" in the 21st century, and how earning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners.

A description, for the charter school, of annual goals, for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals.

If the proposed school will serve high school pupils, a description of the manner in which the charter school will inform parents about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable and courses approved by the University of California or the California State University as creditable under the "A" through "G" admissions criteria may be considered to meet college entrance requirements.

- California Education Code Section 47605(b)(5)(A)

MISSION STATEMENT

NOVA Academy Early College High School readies students for lifelong success through an educational journey inspired by the power of family.

VISION STATEMENT

The vision of NOVA Academy Early College High School is to provide underrepresented students access to an academically rigorous, blended high school/college curriculum. To prepare students for the 21st century by offering advanced opportunities to gain the knowledge and skills needed to smoothly transition to higher education or with marketable skills.

EDUCATIONAL PHILOSOPHY

Whom the School is Attempting to Educate – Target Student Population

NOVA Academy ECHS will specifically target at-risk and underserved students, many of whom are in the foster system, live in poverty, and first generation high school graduates. These pupils are generally lost in the current education system. Many of these youth are eager to succeed, however the transitional nature of their lives has caused them to consistently meet below-average expectations in school. As a result, they are at risk of personal and educational failure. NOVA Academy ECHS's goal is to create an environment that offers well-rounded educational opportunities and, at the same time, challenge all students to attain excellence. Students will reach their highest potential through a rigorous, stimulating curriculum delivered within a

nurturing, family like atmosphere. The program will meet each student's needs while attracting a wide range of individuals, thus providing each a broad cross-section of fellow schoolmates.

At the conclusion of the 2011-2012 school year, NOVA Academy ECHS was serving 357 at-risk and underserved youth (e.g. Foster Care, Family Preservation, Wrap Around, low income, English Learners, first-time college goers, and students who were in residential care groups.) NOVA Academy ECHS serves the families of Orange County, predominately those from Santa Ana, Garden Grove, Orange, and Anaheim. (See charts below detailing the demographics and residence of NOVA Academy ECHS students.) Many students are referred to the Charter School from Orange County Child Services, Orange County Juvenile Court, and Olive Crest Foster Care and Treatment Centers, Inc.

Beginning in the 2014-2015 school year, NOVA Academy ECHS will serve middle school students (grades 6-8), starting with the sixth grade, and adding one grade each school year. As an early college high school, the Charter School has determined that in order to best serve its students in the high school grades in accordance with its educational program, it must also serve students in the middle school grades to ensure that rising 9th grade students begin high school prepared for the high expectations of the early college program.

In partnership with Olive Crest, NOVA Academy ECHS's mission when it opened was to help foster children in group homes, who might benefit from smaller classroom environments, therapeutic programs and safety nets. ~~Olive Crest's fundamental mission back in 1973 was to help foster students and children on the streets, who were homeless, neglected, and abused. Olive Crest's first group home was started in collaboration with the Social Services Agency and was filled with orphaned and abused children. As Olive Crest grew, it continued to provide hundreds of children with safe harbors in homes with caring house parents and staff. In 2003 Olive Crest had over 36 group homes in the County of Orange.~~

In 2003 Orange County had the largest number of group home placements of children (670) in the history of the County. (See Exhibit 2 "Children in Foster Care by Placement Type In CA and Orange County 1998-2012.") As of April 2012 that number has reduced to 194 children in Orange County placed in group homes. The mission statement in the 2003 NOVA Academy charter (the original charter) outlines this desire to reach foster students and "at-risk" students.

Shortly after 2003, when the Charter School's Charter Petition was granted, there was a policy shift at the federal, state and local levels, leading our state to dramatically change the course of group home placements. It became a high priority of social workers to place fewer children in group homes and for a shorter length of stay. Orange County was one of leading counties that had driven the new mandates and laws regarding residential placement of foster children. With a reduction of residential group homes, soon many businesses that had provided this care were closing down, due to economies of scale. In addition, California did not pay group home providers any fee increases for over 11 years.

In looking at statewide Children in Probation Supervised Foster Care Placed in Group Homes (attached as Exhibit 3) together from 2003 to 2012, there has been a 68% reduction in group home placements, while total foster care placements fell by 30%. The disproportionately large drop in group home placements seems to have been the result of bringing fewer children into foster care; moving them to permanency instead through reunification, guardianship, and adoption more quickly; and placing fewer children in group homes and reducing their average

length of stay. Additionally, during the 2003 to 2012 period the number of foster children placed with relatives actually increased by 225 children (23%). With a 50% reduction in County-licensed foster family home placements, it appears that Orange County put a greater emphasis on finding and placing children with relatives, than it did on placing children in group homes. With the rapid shift in government policy, the Charter School had to similarly refine its mission over time in order to continue serving its target student population.

NOVA Academy ECHS opened its doors to nine (9) group home students in August of 2005, just when Orange County Child Welfare and Children's Probation Department goals shifted to have foster children in temporary placements with more programs being designed for wrap around and family preservation. The new federal, state and local goals were to maximize educational stability by helping more foster children to stay in their family of origin, and for families to receive services like wrap around, ~~a service that Olive Crest still provides today.~~

In 2003, AB 490 created the Educational Rights and Stability for Foster Youth Act. This legislation created a number of educational rights for foster youth. Its provisions charge school districts, county social service agencies and other professionals with additional responsibilities to enhance educational quality for foster youth. Educational stability was now a federal requirement with the goal of shortening the stays in the remaining group homes and providing families with a reunification process, guardianship and adoption.

The major provisions of AB 490 include the following:

Educational equity: Educational placements for foster youth must ensure that they have access to academic resources, services, enrichment and extracurricular activities available to all students. (Education Code Section 48850)

Basis for placement: In all instances, educational placement decisions for foster youth must be based on the best interests of the student and must ensure that the student is placed in the least restrictive educational program that can serve his or her needs. (Education Code Section 48853)

School of origin: If a foster youth's placement changes, the student has the right to remain in his or her school of origin for the duration of the school year. (Education Code 48853.5)

Preference for mainstream school: Foster youth must attend a regular education program unless: 1) the student has an individualized education program (IEP) requiring a different educational placement, or 2) the person with educational rights determines that it is in the student's best interest to attend a different educational program or to remain in the school of origin. (Education Code Section 48853)

Immediate enrollment: The student has the right to be immediately enrolled in the new school, even if the student is missing things that are usually required for enrollment (e.g., academic and medical records, immunization records, proof of residency, school uniform) or if he or she owes fees or materials to the prior school. (Education Code 48853.5)

Attached as Exhibits 4 and 5, please find supportive documentation from the Department of Social Services.

This was another ingredient to the changes that affected the enrollment of foster children living in group homes at NOVA Academy ECHS. As students changed foster homes, they were staying in their school of origin. Federal funds were provided to the state of California for transportation of students from a home placement to the school of origin, even it was outside of the new residential school or district area. The governmental goal, again, with the transportation funds was to ensure that foster children had fewer changes or instability in their educational settings.

Today, NOVA Academy ECHS continues to reach out to unrepresented students, foster and at-risk students in our community. ~~Because we have a partnership with Olive Crest,~~ NOVA Academy ECHS is able to work with the Orange County Department of Social Services and encourages group home children and foster placements throughout the County to attend the Charter School.

Despite the dramatic change in the group home and foster care landscape in Orange County over the last decade, NOVA Academy ECHS continues to be committed to those students who are in foster care and group homes, as well as those students who are part of programs which were designed to prevent children from entering the foster care and group home programs. These programs include family preservation, family wraparound, as well as children who face extreme need, but are not participating in programs. NOVA Academy ECHS continues to work through social services organizations including ~~Olive Crest,~~ and the Orange County Department of Social Services to promote enrollment of these targeted students. These organizations are made aware of the Charter School, its services and enrollment windows to give potential students every opportunity to enroll at the Charter School.

Additionally, NOVA Academy ECHS has, especially over the past three years, expanded offerings and services to parents and students to include providing students with clothing, families with food and other needs. NOVA Academy ECHS is committed to maintaining and expanding support for the neediest students as their needs continue to grow, and other social services organizations are less able to provide support.

The following chart demonstrates the student population of the Charter School, compared with the District, for 2011-12 (source: CDE DataQuest):

| Demographic | Charter School % | SAUSD % |
|-------------------------------------|------------------|---------|
| Black or African-American | .5% | .5% |
| American Indian or Alaska Native | 0% | <.5% |
| Asian | 3% | 3% |
| Hispanic or Latino | 92% | 93% |
| Native Hawaiian or Pacific Islander | .5% | <.5% |
| White | 4% | 3% |
| Two or More Races | 1% | <.5% |
| English Learners | 89% | 54% |
| Free or Reduced Price Lunch | 88% | 84% |
| Student with Disabilities | 6% | 10% |

The following chart demonstrates where NOVA Academy ECHS students reside (2011-12 data):

| City | Number | Percentage |
|-------------|--------|------------|
| Aliso Viejo | 1 | <1% |

| | | |
|-----------------|-----|-----|
| Anaheim | 16 | 5% |
| Azuza | 2 | <1% |
| Brea | 1 | <1% |
| Corona | 1 | <1% |
| Costa Mesa | 2 | <1% |
| Fountain Valley | 2 | <1% |
| Fullerton | 3 | 1% |
| Garden Grove | 19 | 6% |
| Irvine | 1 | <1% |
| Orange | 19 | 6% |
| Placentia | 2 | <1% |
| Riverside | 8 | 2% |
| Santa Ana | 263 | 77% |

What it Means to be an Educated Person in the 21st Century

Given the circumstances and adversities that many of NOVA Academy ECHS's students have, and continue to encounter in their young lives, to be educated, for them, must include an array of skills and qualities that will propel them out of their experiences and current situations. As a result, to be an educated person in the 21st century includes many things deemed by most as basic, but which are critical indications of being well educated for the NOVA Academy ECHS student population. These include the following:

- Possessing greater skills for higher paying jobs/professions allowing them to make and manage their own money and support themselves and their families
- Self-aware yet possessing the ability to see beyond themselves and their circumstances to an enlarged vision of the world
- Effective communicators and determined problem solvers able to persist in the face of adversity
- Demonstrate a strong work ethic and self-motivation in school as well as a desire for physical fitness, healthy living, and mental well-being
- Possess leadership and decision making skills that support a spirit of collaboration and the confidence to function and successfully matriculate in a global society
- Possess an understanding of science, mathematics, and history to understand the state of world affairs, processes, and change agents. Furthermore, use this knowledge to take an active role in the betterment of their community and the world at large.
- Familiarity and appreciation for the arts and how they express and shape the human experience
- Lifelong learners who possess a love of learning and are skilled in the latest communication tools
- Possess an understanding and awareness of the cultural issues of their day, capable of making intelligent assessments and decisions based on facts and informed perceptions, and developing a sincere respect for others

NOVA Academy ECHS's educational philosophy acknowledges that learning is a continuous process that extends after school hours and into the greater community. It is a goal of NOVA Academy ECHS to enable students to become self-motivated, competent, lifelong learners.

How Learning Best Occurs

NOVA Academy ECHS believes that learning best occurs when the following practices are employed:

- The curriculum is focused on high expectations and rigorous preparation of every student for high school, college and the world of work
- Students are engaged in a college prep curriculum that is based on culturally relevant and culturally responsive strategies that incorporate the real life experiences of the students
- Individual Student Plans (“ISP”) are created for each student with the student’s input
- Acknowledgment and incorporation of the different learning modalities of each student and allow them to learn in their preferred style
- Students are encouraged to respect and be sensitive to the diversity, talents, and points of view of other members of their classroom community
- Students have a voice and are a part of the learning community rather than passive learners in an isolated situation
- Students receive intense personal attention so that each student feels valued and has access to the staff and the resources
- All students and parents/guardians have absolute access to information, and the Charter School works diligently to help parents understand their options
- Invite collaboration from all stakeholders
- Provide opportunities for and encourage parent/guardian involvement in their students’ educational experiences
- Students are in small-sized classes where the educational curriculum and the interaction are stimulating, and where motivating methodologies are used
- Grades and various other assessments are used for students to self-evaluate as well as for teachers’ use as a tool of measurement

Expected Schoolwide Learning Results (“ESLRs”)

As part of the application process for accreditation from the Western Association of Schools and Colleges (“WASC”), the certificated staff of NOVA Academy ECHS worked collaboratively with parents, students and the community to develop the Charter School’s ESLR’s/goals. Attached as Exhibit 6, please find the Charter School’s WASC Certificate of Accreditation and 2010 Site Visit Report.

These goals were developed with the California State Standards and the California Framework in mind. In compliance with the State’s shift to the Common Core State Standards (“CCSS”), the Charter School is beginning to implement CCSS assessments. NOVA Academy ECHS will comply with the requirement for full implementation of CCSS by 2014-2015. Prior to full implementation, the Charter School is adopting new assessments and new curriculum to bridge the shift in standards. All references in the charter to California State Standards will be references to CCSS. Classroom activities, projects and other instructional activities are consistent with the achievement of these goals. NOVA Academy ECHS students will be “EAGLES”:

Effective Communicators who:

- Develop effective communication skills in reading, writing, listening, and speaking
- Develop communication skills appropriate to the setting and the audience

Academic Achievers who:

- Achieve and demonstrate integrity and competence in their academics
- Are able to assess, interpret, and apply information gained through various media, including technology
- Are able to work independently and collaboratively

Graduates who:

- Are able to demonstrate respect for individual and cultural diversity
- Have successfully completed the requirements for their high school diploma as well as significant credits toward their AA degree
- Are able to envision and put into action the next step in their educational plan
- Are self-motivated, competent, lifelong learners

Lifelong Learners who:

- Take responsibility for their decisions and actions
- Develop and maintain physical health and emotional stability
- Plan for and work toward a meaningful career

Effective Problem Solvers who:

- Are able to seek out and accept assistance when needed
- Use positive coping skills when frustrated
- Are able to objectively evaluate problems and seek moral and ethical solutions

Socially Engaged Individuals who:

- Understand their responsibility to be active participants in their community
- Know and understand the values of our democratic society and the need for responsible citizenship
- Understand the need to be self-sufficient and the importance of empowering others to do the same

CURRICULUM AND INSTRUCTIONAL DESIGN

NOVA Academy ECHS strives to prepare students for success in postsecondary education or a vocation. Early College High Schools, like NOVA Academy ECHS, allow students to attend high school and also earn college credit. Curriculum is planned to meet the academic needs of the individual student, and modified as needed. Students experience an early exposure to the college experience while earning both high school credits and college units. Attached as Exhibit 7, please find the Charter School's current textbook inventory and the 2012-13 course offerings.

There are high expectations for academic performance for all students at NOVA Academy ECHS, and staff and students work together to reach the goals students set for themselves. It is

our goal at NOVA Academy ECHS to teach students to be active learners. By this we mean students engage thoughtfully with the course materials while the teacher is the facilitator who supports and guides the student's learning. As a system of checks and balances, NOVA Academy ECHS's teachers provide administrators with pacing guides, lesson outlines, and formative and summative assessments to demonstrate their incorporation of literacy goals into their classrooms and the use of writing to teach all course content. Students are engaged in examining instruction in Problem-Based/Problem-Centered writing where the student himself takes responsibility for self-managed learning.

Individualized planning allows students to create meaning in their learning. Applied practices and real life examples give relevance to the curriculum. The variety of assessments and projects give students the opportunity to demonstrate these strengths. Collaboration helps motivate students to work effectively with their peers. Activities ranging from acquiring knowledge to creating original pieces of work exemplify the importance of Bloom's taxonomy and reinforce previously learned concepts. The integration of technology is meant to prepare students for the future and to facilitate information gathering. In essence, teachers employ strategies that turn classrooms into communities of learners where participants are fully engaged in acquiring knowledge, skills, attitudes, and processes appropriate for each academic and content area.

NOVA Academy ECHS provides small classrooms, individual attention and academically rigorous programs, facilitating students who may not succeed in a traditional middle or high school setting, to prepare for their future college or vocational goals. Students may begin their enrollment in college courses as early as the 9th grade.

It is during the first two years of high school at NOVA Academy ECHS that students learn the tools necessary to carry them through the next few rigorous years. In the 11th and 12th grades, NOVA Academy ECHS staff and students work together to create academic plans that meet the collegiate or vocational needs of the students.

All students at NOVA Academy ECHS are responsible for their education and each student has an Individual Student Plan. Attached as Exhibit 8, please find a sample ISP. The student's ISP is a form that assists students in keeping track of vital information about their unique plan for high school, including their college courses. The ISP also serves as the students' roadmap, detailing their college and career pursuits. Students are asked to record the information, including dates and significant facts, each time an item is completed. Both the high school and the college counselors, along with the student check regularly to insure that it is up to date. The ISP includes:

- Record of completion of high school A-G graduation requirements:
- Record of courses completed toward Associate of Arts degree:
- Examination results
- Career Goals/Interest
- Possible Prospective Colleges (each student is encouraged to have at least three choices) including dates of applications and acceptance letters, and final decisions.
- Scholarship Applications
- Extracurricular Activities/Student Government
- Community Service
- Employment Record

NOVA Academy ECHS continues to adhere to the early college middle/high school mission and model by engaging students who are academically prepared, in college and high school courses simultaneously. Over the last few years the ECHS model has changed nationally, as community colleges have become more impacted, the availability of classes for high school students has been curtailed. NOVA Academy ECHS continues its commitment helping students experience college classes while at high school, and to better prepare them for post graduate life. During the 2012-13 school year, it is expected that over 100 students will attend college classes while attending NOVA Academy ECHS. To address this issue, NOVA Academy ECHS has increased the quantity and diversity of Advanced Placement and online college courses being offered onsite. Moreover, NOVA Academy ECHS continues to pursue partnerships with local colleges and universities.

Other Key Principles and Practices Integrated into the Design of the Educational Program at NOVA Academy Early College High School are:

- Demand high expectations and standards for students with regard to academics (i.e. local and state standards, pass college courses, pass high school exit exam, admission to college).
- Establish and publicize high expectations and standards for students as related to written and oral communication.
- Clear student behavior standards during classes and on, as well as, off campus.
- Readings are assigned and projects designed that connect students' identities
- Collaborative, student-centered, project-based, interdisciplinary curricula are implemented.
- Projects and assessments ask students to make meaning of knowledge, apply it and create or construct new knowledge.
- Career oriented classes and the internship component currently being developed help students build their own bridges between school and the world of work.
- Community service promotes future volunteerism and is a requirement for graduation from NOVA Academy ECHS.
- Students are comfortable using technology and a variety of media to gather information and present their learning.
- Class time is lengthened to 85 minutes to allow for in depth, sustained learning.

NOVA Academy ECHS's course of study shall meet current and future District and State Standards for each content area including English/Language Arts, English Language Development, Mathematics, Science, History/Social Science, and Visual and Performing Arts.

NOVA Academy ECHS will share its expertise, experience, best practices, contacts, and other resources with any district interested in the NOVA Academy ECHS instructional practices.

Instructional Minutes and Calendar

The instructional minutes required for grades six through eight is 54,000, and 64,800 for grades nine through twelve, including actual passing time between classes, not to exceed 10 minutes for any one passing. Due to State budget cuts, the required number of instructional minutes has been decreased to 52,457 for grades 6-8 and 62,949 for grades 9-12 for the years 2013-14 and 2014-

15. NOVA Academy ECHS will offer at least the required minimum number of instructional minutes. NOVA Academy ECHS will offer at least the minimum number of instructional days required for charter schools.

NOVA Academy ECHS's calendar and bell schedule are attached as Exhibit 9. Each year NOVA Academy ECHS will submit its annual calendar and daily schedule to Santa Ana Unified School District.

Independent Study

Independent study is provided as an alternative instructional strategy, not an alternative curriculum. Independent study students work independently, according to a written master agreement and under the supervision of credentialed teachers. Students continue to follow the Charter School-adopted curriculum and graduation requirements; independent study offers flexibility to meet individual student needs, interests, and styles of learning. The independent study program at NOVA Academy ECHS follows the guidelines set forth in the Education Code:

- *Charter schools shall comply with Education Code Section 47612.5 and Education Code Section 51745, et seq. to meet independent study requirements*
- *Independent study is only available as a voluntary option chosen by students and parents—students cannot be assigned to independent study.*
- *Independent study can be used on a short-term or long-term basis, and on a full-time basis or in conjunction with courses taken in a classroom setting. Classroom-based students may take some classes using independent study—often to solve scheduling problems.*
- *State law provides that the education students receive using independent study should be at least equal in quality and quantity to that offered in the classroom.*
- *For kindergarten through grade twelve, the ratio of independent study students to independent study teachers cannot exceed 25:1 or the ratio of classroom-based students to classroom-based teachers, calculated in terms of average daily attendance (ADA) in the largest unified school district in the county, whichever is larger.*

Family

One major component of the Early College High School model is providing an opportunity for students to experience a sense of belonging with classmates. NOVA Academy ECHS accomplishes this by utilizing a block of time during the school day to bring the students together in their respective grade levels to meet as a Family unit. Students are assigned to a Family upon enrollment, and progress with their Family throughout their time at the Charter School. Family is a time when teachers provide students with strategies directed toward being successful in school, as well as in life, which is also an aim of our ESLRs. The success of our students at NOVA Academy ECHS requires us to provide them with the skills to address and solve real, persistent, and challenging problems that the students must face. During this time, each Family teacher guides the students as they attempt to grow and thrive in the face of these difficulties. Family typically follows the weekly schedule below:

- Monday: Student grade check
- Tuesday: Journaling and discussion
- Wednesday: TRIBES community circle
- Friday: College pathways

Extended Learning Time

Students are given the opportunity to have before and after school assistance in order to provide support and understanding of concepts presented in their core classes. Teachers are available before and after school in order to tutor students who are having a challenging time with various concepts. Their extended learning time activities include:

- Learning to make use of academic skills centers at colleges
- Targeted intervention opportunities for students not meeting the standards both before and after school
- Tutoring in all math and English levels during class time and after school

Access to Technology

Access to Technology includes:

- Use of math and English software that are diagnostic tools and supplements to our standards-based math and English texts
- Individual support to targeted students using computerized tutorials that diagnose, provide support, and track progress
- Scientific calculators are progressively integrated into math instruction
- Two complete Dell computer labs to expand opportunities in all academic classes
- Incorporation of web-based programs which academically low-achieving students can access from home, public libraries or after school programs to obtain assistance with academic classes, CAHSEE preparation, and Independent Study.
- Access to computers if technology support is needed for a school project.

Accelerated Learning Interns

A partnership was formed with year with the UC Irvine Department of Psychology to recruit UC students taking upper division psychology classes in need of completing a field study project. These UC Irvine students are interviewed, fingerprinted, and trained to serve as Accelerated Learning Interns ("ALIs"). The ALIs' individual academic strengths were noted and ALIs were placed in Charter School classes to serve as support for NOVA Academy ECHS students' needs as additional, personalized support. ALIs serve as individual tutors, mentors, and support for students in need of additional academic, organizational, and social support.

The following items are attached to the charter as Exhibits (corresponding numbers as listed): sample student portfolios (Exhibit 10); inventory of technology equipment and description of use (Exhibit 11); completed ISPs (Exhibit 12); Summer Blast and Summer Advantage materials (Exhibit 13); a syllabus/pacing plans, lesson plans, non-standardized assessments, summative

standardized assessments, and rubrics for all core courses (Exhibit 14); and strategies aimed at increasing student achievement (benchmarks and analyses) (Exhibit 15).

MIDDLE SCHOOL PROGRAM

As stated above, as an early college high school, the Charter School has determined that in order to best serve its students in the high school grades in accordance with its educational program, it must also serve students in the middle school grades to ensure that rising 9th grade students begin high school prepared for the high expectations of the early college program. NOVA Academy plans to open the middle school by enrolling incoming 6th graders, and adding an additional grade each of the subsequent 2 years until the school has an enrollment of 6th, 7th, and 8th graders.

Middle School Planning

NOVA Academy continues to backwards plan the middle school program through the lenses of curriculum and instruction, staffing and professional development, enrollment, and operations to ensure a smooth roll out in 2014-15.

Curriculum and Instruction

| When | What | Who |
|-------------------|---|--------------------|
| Feb 2013 | Charter middle school visits | Leadership |
| March – June 2013 | 10 Lead teachers develop vertically aligned CCSS curriculum | Lead Teachers |
| Sept 2013 | Complete middle school CCSS curriculum | Lead Teachers |
| Sept – Nov 2013 | Create Summer Blast curriculum | Teachers |
| Jan – May 2014 | Refine CCSS middle school curriculum | Teachers and Admin |
| June 2014 | Summer Blast instruction begins | Teachers |
| Aug 2014 | 6 th grade middle schools with CCSS curriculum | All |

Staffing and Professional Development

| When | What | Who |
|-----------------|---|-------------------------|
| Dec – May 2013 | CCSS for ELA/Math for high school PD | OC Dept of Ed |
| Summer 2013 | Middle school principal search | Leadership |
| Aug 2013 | Identify middle school teacher needs | Leadership |
| Sept – Dec 2013 | High school and middle school CCSS vertical alignment PDs | Teachers and Leadership |
| Dec 2013 | Identify and fill principal position | Leadership |
| Jan 2014 | Middle school principal starts working with High school principal | Principal |
| April 2014 | Middle school teachers hired | Leadership |
| May 2014 | CCSS Teacher week intensive program | Teachers and Leadership |
| May 2014 | Middle school teachers participate in orientation and shadow days | MS Teachers |
| June 2014 | Middle school teachers start with Summer Blast | MS Teachers |

| | | |
|---------------------|---|--------------------|
| Aug 2014 | NOVA Academy professional development retreat | MS and HS Teachers |
| Aug 2014 – May 2015 | Ongoing CCSS and academic discourse PDs | MS and HS Teachers |

Enrollment

| When | What | Who |
|------------------|---------------------------------|-----------------------|
| Dec 2013 | Begin middle school outreach | MS Principal |
| Jan – March 2014 | Community open houses | All Stakeholders |
| April 2014 | Enrollment is completed | Staff |
| June 2014 | Summer Blast starts | Students and Teachers |
| Aug 2014 | School starts | All |
| Jan 2015 | Community open houses for 15-16 | All |

Operations

| When | What | Who |
|------------|---|--------------|
| Dec 2013 | Order curriculum, books, interactive content, and support materials | Leadership |
| March 2014 | School layout and classroom layout complete | Leadership |
| April 2014 | Classroom fixtures and furniture ordered | Leadership |
| April 2014 | Master and bell schedules complete | MS Principal |
| May 2014 | Handbook, policies, and procedures complete | MS Principal |
| July 2014 | All classrooms ready | All |

Middle School Academic Program

The three main components of the middle school program, explained below, include: backwards planning and data-driven instruction; nurturing, family-like environment, and constructivism and problem-based learning.

A. Backwards planning and data-driven instruction

There are three steps to this process:

1. Identify desired results: Starting with the Common Core State Standards and the goals of our learning community, teachers will determine a three-tiered hierarchical set of learning expectations:
 - a. Information and skills;
 - b. Knowledge; and
 - c. Enduring skills

2. Determine acceptable evidence: Teachers will select multiple forms of assessments (formative and summative) that can be used to provide evidence that objectives have been achieved throughout the unit of study. These include: publishers' end-of-unit curriculum tests, informal checks, observation/dialogue, standards based quiz/test, open-ended prompts, performance tasks, projects and presentations. At least one project/presentation per semester, in each subject area, will be required in light of research connecting assessment relevance to student engagement and achievement.

3. **Data-Driven Instruction:** Through multiple and varied assessments, faculty, along with the Principal, will review and assess their own instructional efficacy and develop and refine their instructional strategies to ensure that each and every student is meeting the defined criteria for academic success. Data will be collected through the implementation of a robust set of diagnostic and benchmark assessments that complement the state standardized test data (~~CST~~ California Assessment of Student Performance and Progress (“CAASPP”), CELDT, etc.)

Data to analyze: Academic, behavioral, discipline, demographic

B. Nurturing, family-like environment

In alignment with our overarching goals and the Early College vision, a major component of our educational model is providing an opportunity for students to experience a sense of belonging with classmates. We accomplish this by utilizing a block of time during the school day to bring the students together in their respective grade levels to meet as a Family unit. Students are assigned to a Family upon enrollment, and progress with their Family throughout their time at the Charter School. Family is a time when teachers provide students with strategies directed toward being successful in school, as well as in life, which is also an aim of our ESLRs. The success of our students requires us to provide them with the skills to address and solve real, persistent, and challenging problems that the students must face. During this time, each Family teacher guides the students as they attempt to grow and thrive in the face of these difficulties.

C. Constructivism and Problem-based learning

We believe that learning best occurs when instruction is student-centered and presented in a meaningful context that is relevant to students’ lives and the diverse experiences they bring with them to school. In alignment with Early College principals, students engage and interact with their environment and world. The notions that there exists a fixed world that the learner must come to know, and that students are “empty vessels to fill” with knowledge, are inconsistent with what we now know about how learning actually occurs.

Students come to the classroom with prior knowledge that must be addressed if teaching is to be effective. If what students already know and believe is not engaged, learners may fail to grasp the new concepts and information that are taught, or they may learn for purposes of a test but not be able to apply them elsewhere, reverting to their preconceptions outside the classroom. This means that teachers must understand what students are thinking and how to connect with their prior knowledge if they are to ensure real learning.

The *means* by which students master the Common Core State Standards, and learn *how to learn*, however, are based largely on constructivist learning theory and standards based instruction. Constructivism provides the guiding principles for lessons, whether they are in the format of direct instruction or problem- based learning.

Constructivism calls for the learning experience to be differentiated, beginning with each learner’s level of understanding and guiding students in building upon prior knowledge in a hands-on way. In simplest terms, differentiated instruction involves creating multiple paths to learning for diverse learners. This differentiated, student-centered approach to instruction enables teachers to focus on the specific needs, skills, challenges and learning styles of each

individual student to ensure that each and every student meets our high expectations for standards mastery.

1. Seek and Value the Students' Point of View.

Rather than presenting the same material to all students simultaneously without regard to students' individual perspectives on the material, in constructivist classrooms, teachers start by asking about students' understanding of concepts in order to identify misconceptions, assess understanding relative to the grade level standards for the topic at hand, and to challenge students' thinking.

2. Challenge Students' Suppositions.

All students – indeed, all humans – approach each experience with a history of life experience that leads them to presume certain truths about how the world works. The task of the teacher is to support or contravene these suppositions as students master subject matter content. Teachers encourage students' autonomy and initiative to explore, investigate, hypothesize, correct, adjust, reflect, and assess all while taking responsibility for their own learning.

3. Pose Complex Problems That Are Relevant and Encompass Skills and Concepts in the Standards.

Relevance, meaning, and interest are not automatically embedded within subject areas or topics. Relevance emerges from the learner. So while all students in California seek to master the same content, constructivist teachers, acknowledging the central role of the learner, structure classroom experiences that both honor the initial curiosities and passions of students, and foster the creation of personal meaning among all students as they learn the designated facts and skills.

4. Build units of study around “big ideas” and interrelated concepts across curricular areas.

Rather than study isolated, disconnected topics with no real-world application or contextual relationship between discrete standards, our teachers will ensure that students see the ways in which different lessons relate and apply to other areas and “real life.” Learning is not about memorizing isolated facts or skills necessary to pass tests, but rather, mastering facts and skills so that this learning can be applied to new and different contexts and gain understanding of how the parts relate to the wholes. Teachers will ask open-ended, thoughtful questions, encourage students to ask questions throughout their own learning, seek elaboration of initial ideas to encourage deeper thinking, and challenge students to connect their learning.

5. Assess student mastery in the context of daily instruction. School time will not be spent on distinct activities of learning and assessing, but rather, assessment will be embedded throughout the learning as students engage in dialogue and debate with one another and their teacher, ask questions and go deeper into their learning, and reflect on their own learning through writing, projects and other presentations.

Common Core State Standards Implementation and Curriculum.

NOVA Academy ECHS is currently working with the Orange County Department of Education in realigning and restructuring pacing guides and vertically aligning all 9-12th English and Math curriculum for the high school to begin implementation in 2013-2014. Moreover, our English

and Math teachers have taken on a middle school grade and content to create and align with the Common Core State Standards. This process will be complete by May 2013.

Sample Problem-Based Learning Experience

8th grade: The NOVA Academy ECHS Middle School Cookbook

This cookbook brings together English and Science, two subjects that sometimes make for a challenging collaboration. Students write memoirs inspired by a treasured family recipe and explore the ways in which food can have cultural and emotional significance. While the eighth grade students study the molecular composition of nutrients and minerals in science, students study the elements of the memoir in English. Together, we will publish a cookbook of food-inspired memoirs, accompanied by chemical analyses of the recipes' nutritional content. To celebrate the cookbook's publication, students and teachers will organize a food fair. Each student will bring in the dish they wrote about in their memoir, and they invite many of the family members featured in their stories.

| 8th Grade Common Core State Standards | |
|---|---|
| English | Science |
| <p>WRITING 3.0</p> <p>Write narratives to develop real or imagined experiences or events using effective technique, relevant descriptive details, and well-structured event sequences.</p> <p>a. Engage and orient the reader by establishing a context and point of view and introducing a narrator and/or characters; organize an event sequence that unfolds naturally and logically.</p> <p>b. Use narrative techniques, such as dialogue, pacing, description, and reflection, to develop experiences, events, and/or characters.</p> <p>c. Use a variety of transition words, phrases, and clauses to convey sequence, signal shifts from one time frame or setting to another, and show the relationships among experiences and events.</p> <p>d. Use precise words and phrases, relevant descriptive details, and sensory language to capture the action and convey experiences and events.</p> <p>e. Provide a conclusion that follows from and reflects on the narrated experiences or events.</p> | <p>8th GRADE SCIENCE 6.0 (current standards)</p> <p>Principles of chemistry underlie the functioning of biological systems. As a basis for understanding this concept:</p> <p>a. Students know that carbon, because of its ability to combine in many ways with itself and other elements, has a central role in the chemistry of living organisms.</p> <p>b. Students know that living organisms are made of molecules consisting largely of carbon, hydrogen, nitrogen, oxygen, phosphorus, and sulfur.</p> <p>c. Students know that living organisms have many different kinds of molecules, including small ones, such as water and salt, and very large ones, such as carbo-hydrates, fats, proteins, and DNA.</p> |
| WRITING 4.0 | COMMON CORE LITERACY IN |

| | |
|--|--|
| Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience. (Grade-specific expectations for writing types are defined in standards 1–3 above.) | SCIENCE AND TECHNICAL SUBJECTS 10.0 By the end of grade 8, read and comprehend science/technical texts in the grades 6–8 text complexity band independently and proficiently |
|--|--|

Summer Blast

Beginning in the summer of 2014 and continuing in subsequent years, incoming sixth grade students will participate in a transitional program called Summer Blast. The program is designed to ease the transition from elementary school to middle school. Summer Blast’s curriculum and activities will parallel the Summer Advantage program. The Summer Blast program will address the English, Math, and social/emotional needs of students. Attached as Exhibit 13, please find sample curricula, lesson plans, and activity schedules for Summer Blast.

Middle school course sequence

| COURSES | Grade 6 | Grade 7 | Grade 8 |
|-------------------------------------|---|---|---|
| English Language Arts | Reading Writing Literature | Reading Writing Literature | Reading Writing Literature |
| Mathematics | Math 6 | Math 7/Algebra I | Algebra I/Geometry |
| Science | Earth Science | Life Science | Physical Science |
| History & Social Science | World History/Ancient Times | World History/Medieval Times | US History/Geography |
| Physical Education | PE | PE | PE |
| Academic Electives | Visual/Performing Arts Technology Math/Reading support | Visual/Performing Arts Technology Math/Reading support Foreign Language | Visual/Performing Arts Technology Math/Reading support Foreign Language |
| Family | 6 th grade family | 7 th grade family | 8 th grade family |

Interventions and Supports

Middle school students will take part in the LINK program two days a week. LINK is a 30-minute block at the end of the day where students are linked with teachers for additional instructional support to best prepare middle school students to transition to the Early College High School model. LINK is a key component of the Early College model and a critical resource for students to get additional help. Students who need additional support in any subject will participate in an extended day program where students receive additional help from teachers in the areas of most need. Extended day can also be used to fill knowledge gaps to bring students up to grade level and then increase Early College preparedness.

Intersection with our High School

Middle school students do not interact with the high school students on a daily basis. The middle and high schools will have staggered start and end times each day with the middle school starting

25 minutes after the high school each morning. This will also be true for lunch times. Students will have opportunities to interact through structured collaboration, peer mentoring, and events. This peer mentoring will focus on building relationships between high school and middle school students, creating buy-in to the Early College path and culture, and simply authentic mentors.

Middle School Schedules

Students will be enrolled in six courses each semester. On Mondays through Thursdays, those courses will be taught in two-hour blocks (each course is taken twice during those four days), and on Fridays, they will be taught in one-hour periods.

| Typical Block Schedule | | Typical Friday Schedule | |
|------------------------|---------------|-------------------------|---------------|
| Block 1 | 8:15 – 10:15 | Period 1 | 8:15 – 9:15 |
| Block 2 | 10:20 – 12:20 | Period 2 | 9:20 – 10:20 |
| Lunch | 12:20 – 12:50 | Period 3 | 10:25 – 11:25 |
| Family | 12:50 – 1:20 | Period 4 | 11:30 – 12:30 |
| Block 3 | 1:25 – 3:25 | Lunch | 12:30 – 1:00 |
| LINK | 3:30 – 4:00 | Family | 1:00 – 1:30 |
| Extended Day | 4:00 – 4:30 | Period 5 | 1:30 – 2:30 |
| | | Period 6 | 2:30 – 3:30 |

Weekly Schedule

| Monday | Tuesday | Wednesday | Thursday | Friday |
|---------|---------|-----------|----------|----------|
| Block 1 | Block 2 | Block 1 | Block 2 | Period 1 |
| Block 3 | Block 4 | Block 3 | Block 4 | Period 2 |
| Family | Family | Family | Family | Period 3 |
| Lunch | Lunch | Lunch | Lunch | Period 4 |
| Block 5 | Block 6 | Block 5 | Block 6 | Family |
| | Link | Link | | Link |
| | | | | Period 5 |
| | | | | Period 6 |

Middle School Subjects CSTCAASPP Tested

| 6 th Grade | | 7 th Grade | | 8 th Grade | |
|------------------------------|---------------|---|---------------|---|---------------|
| English | Language Arts | English | Language Arts | English | Language Arts |
| General 6 th Math | | General 7 th Math or Algebra 1 | | General 8 th Math Or Algebra 1 | |
| | | Writing (March) | | Science | |
| | | Physical Fitness Test (non CSTCAASPP) | | Social Studies | |

Development of Middle School Program (Progress Updates)

As NOVA Academy ECHS will not be serving middle school students until the second year of its renewal term, it will communicate regularly, quarterly (or as otherwise agreed upon by the Charter School and the District), with the District about the Charter School's actual development of the middle school program. This communication shall include, but is not limited to, NOVA Academy ECHS's development of curriculum and the provision of samples of program materials, rubrics and assessment materials to be used in the middle school grades.

HIGH SCHOOL PROGRAM

Preparation for College

NOVA Academy Early College High School is educating parents and students on how to navigate a roadmap to college. This is initiated during Parent and Student Orientations and continues throughout the students' high school career. The Fall and Spring Parent Summits and our College Pathways series offer an array of college related topics throughout the school year. NOVA Academy Early College High School consistently offers opportunities for our students and their families to increase their knowledge regarding the transferability of high school courses and the eligibility of courses to meet college entrance requirements. Our students take courses that have been approved to meet college entrance requirements of the University of California ("UC") and California State University ("CSU"). Students and parents are given a Course Sample Individual Student Plan with a customizable roadmap to college, which outlines high school classes NOVA Academy Early College High School students are expected to take each year from 9th through 12th grade. Attached as Exhibit 8, please find a sample ISP. Students are presented with the opportunity to take college courses, through a college, each semester. These courses are typically transferable to a UC or CSU and acceptable for credit. Furthermore, parents are educated on the A-G requirements, GPA goals, and the types of colleges and universities in the State.

Transferability of Courses and Eligibility of Courses to Meet College Entrance Requirements

The Charter School notifies parents of the transferability of courses to other public high schools through: the Student and Parent Handbook (distributed annually at the beginning of each school year); and an in-person exit interview. The Charter School notifies parents of the eligibility of courses to meet UC/CSU college entrance requirements through the Student and Parent Handbook (distributed annually at the beginning of each school year). The Student and Parent Handbook is attached as Exhibit 16.

Common Core State Standards

NOVA Academy ECHS plans to roll out the Common Core State Standards at the start of the 2013-2014 academic year. To ensure a rigorous and aligned CCSS implementation plan, NOVA has outlined clear steps for the upcoming months for both English language arts and math.

| When | What | Who |
|----------------|---|------------------------|
| Dec 2012 | CCSS Introduction PDs | OC Dept of Ed |
| Jan 2013 | Smarter Balanced Assessment PD | OC Dept of Ed |
| Jan – Feb 2013 | Knowledge level vs. Cognitive domain PDs | Teachers and Principal |
| March 2013 | Analysis of current pacing guides and standards | Teachers and |

| | | |
|-------------------|--|-------------------------|
| | using the tri-state rubric | Principal |
| March 2013 | Digging deeper into CCSS PDs | OC Dept of Ed/Principal |
| April – June 2013 | Creation of CCSS pacing guides and syllabi | Teachers |
| April – Aug 2013 | Creation of CCSS lessons and benchmarks | Teachers |
| Aug – Dec 2013 | CCSS implementation, reflection, revision PDs | Teachers and Principal |
| Jan 2014 | CCSS Teacher semester one implementation debrief and action plan | Teachers and Principal |
| Jan – May 2014 | CCSS semester two implementation | Teachers |
| May 2014 | CCSS year one debrief, reflection, and action plans | Teachers and Principal |
| May – Aug 2014 | CCSS Lesson updates, modifications, and additions | Teachers |

CAHSEE Preparation

CAHSEE preparation begins in March of students' ninth grade year at NOVA Academy ECHS. Students take a Mock CAHSEE to determine areas of strength and growth and assess if a CAHSEE Preparation course is necessary during their 10th grade year. The CAHSEE prep courses are structured so students have access to two CAHSEE prep teachers specializing in English and Math to best meet their individual needs. The CAHSEE prep course creates a personalized instructional program to assess students' current skill level per strand and fill in knowledge gaps. Students also prepare for the CAHSEE by participating in a CAHSEE Boot camp covering test-taking strategies, time-management, and any knowledge gaps.

College Pathways

The College Pathways series is integrated into Family programming throughout the academic year for high school students. This series focuses on college related themes and educates our students in the various aspects in preparing for the college admissions process. Grade specific monthly calendars and checklists outline the various activities in which college minded students need to be engaged. Individual student plans (see Exhibit 8) are reviewed and updated quarterly highlighting each student's individual road map to college. Themes covered include writing effective essays, grants, loans, finding scholarships and virtual college tours to name a few. NOVA offers the opportunity to tour local universities and colleges along with visits to local college fairs several times throughout the academic year. Additionally, the College Pathways series extends into summer for students transitioning into their senior year, who meet the minimum criteria to apply to a four year state university directly from high school.

Summer Advantage

Summer advantage is a three-week program for all incoming 9th graders, and continuing 8th graders from the NOVA middle school. Incoming 9th graders who enroll at NOVA Academy before the summer receive Summer Advantage enrollment information in their home language, and the student is enrolled in the Summer Advantage program. Enrollment materials are printed in English and Spanish, and other linguistic needs are handled on a case-by-case basis as needed.

Summer Advantage consists of English and math curriculum as well as team building and acclimation to the Charter School's Early College culture. Students have the opportunity to build relationships with all NOVA Academy ECHS stakeholders and learn the ins and outs of the Charter School so when the school year starts, students are ready for the first day of school. Finally, students participate in the creation of a cross curricular culminating project to be presented on the last day of Summer Advantage coupled with a celebration.

Graduation

Graduation is central to the accomplishments of every NOVA Academy ECHS student, and our goal is to shape and design a curriculum which allows students to achieve that end. See Exhibit 17 for detail of NOVA Academy ECHS graduation requirements, and University of California and California State University admission requirements.

Senior Exit Portfolio

The NOVA Academy Early College High School Senior Exit Portfolio is an additional requirement for NOVA Academy ECHS students. The Senior Exit Portfolio is a student-selected collection of work which represents his/her educational journey and includes reflections and achievements in academic studies, personal growth, and extracurricular activities. Furthermore, students are required to present and defend the work submitted in their portfolios to a review team made up of community leaders. As the student completes his/her high school years and continues towards future goals, this portfolio provides an authentic assessment tool for the student to evaluate his/her learning, for the staff to review programs/projects from the student's perspective, and for the school community to witness the demonstration of the ESLRs. Exhibit 18 provides greater detail about the Senior Exit Portfolio and Exit Interview, sample exit interview questions, and information on how to complete this collection of work.

In order to graduate, NOVA Academy ECHS students will meet Charter School graduation requirements and Santa Ana Unified School District academic standards. Students will graduate with a NOVA Academy ECHS diploma in addition to any other credential, diploma, or recognition NOVA Academy ECHS may choose to award its graduates.

Internships

NOVA Academy ECHS is developing its Internship Program. Research has shown that students who are involved in internships do much better in challenging high school and college courses. This may be because these activities add relevance to the educational experience, involve close relationships with helpful adults, and help students to see themselves in their desired positions in the future.

Internships also allow students to plan for the future. This focus on the future assists them with the development of their long term educational plans. Internships also add an important connection to the community. At NOVA Academy ECHS, as in many other early college high schools around the country, students use the Individual Student Plan to map out their educational plans. When students take responsibility for their own education, it allows them to develop a sense of ownership. As students and teachers and counselors work together, the Charter School develops a culture where all students are known and valued.

PROFESSIONAL DEVELOPMENT

Teachers attend various relevant conferences and professional development seminars designed to help them develop lessons that are beneficial to student learning. They attend professional development workshops hosted by the Orange County Department of Education, the Middle College National Consortium (specifically geared to Early College High School teachers), and various other agencies which are designed to help our teachers to learn research-based best practices in their teaching. Teachers additionally receive weekly professional development which gives them the understanding of best practices and sensitivity to serve our particular population. Furthermore, they attend workshops that teach the use of culturally relevant and culturally responsive practices and strategies which help teachers to make connections to the lives of their students using their prior knowledge. Our focus is for teachers in all subject areas to concentrate on reading and writing across the curriculum as they make the content come alive.

Professional development is provided by designated staff persons or experts who model the process of examining samples of student work to ensure students are mastering course content.

Professional development topics include:

- Annual, quarterly, and monthly goal setting with action plans
- Benchmark backwards planning
- Differentiation
- Understanding and teaching students with disabilities
- Motivating all students for excellence
- Checking for understanding
- NOVA signature practices
- Students standard trackers
- Exit slips
- Writing across the curriculum
- Rotational learning

ANNUAL GOALS AND ACTIONS IN THE STATE PRIORITIES

Attached as Exhibit 29, please find the Charter School's Board-approved Local Control and Accountability Plan, which includes its annual goals and actions in the State Priorities.

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PLAN FOR STUDENTS WHO ARE ACADEMICALLY LOW ACHIEVING

The High School Counselor and the Family teacher work to assure that each student has the tools and support necessary to achieve his/her goals. In addition to reviewing the student's Individual Student Plan, disaggregated data pertaining to that student is evaluated and a plan of action is set forth.

Academically low achieving students are identified using various forms of data. Results of the state-standardized test scores are reviewed from the **STARCAASPP**, CELDT, and CAHSEE tests. Other methods of identification are: teacher referral, failure to complete class work and/or homework assignments, poor grades on progress reports and/or report cards, and poor study

habits. NOVA Academy ECHS students may also be identified because of severe difficulties in their homes which produce an atmosphere that is not conducive to studying.

Students are provided with an academic planner/calendar book. The students are instructed to write down their assignments and important information regarding the assignments and place them at the upper corner of their desks. Teachers pass through the classroom checking to see that students have completed this task. Parents or guardians are asked to check to see that the assignments are completed and initial the planners each day.

Students who are achieving below a 2.0 grade point average are on an Academic Probation or Improvement Plan and are assigned to our After School Intervention program which operates three days per week. Students meet with their classroom teachers and academic learning interns to receive assistance in the classes where they are having difficulty. They circulate weekly progress reports that provide vital information on their progress as well as giving teachers information for the planning of instructional strategies to meet their needs.

Prior to excluding a student for academic underperformance, NOVA Academy ECHS shall take reasonable actions to intervene on behalf of the student and hereby affirms that the Charter School will comply with student due process rights prior to removing a student from NOVA Academy ECHS. NOVA Academy ECHS will use an Academic Probation Program to raise the performance of the student, which shall include commitments on the part of the Charter School, as well as the family or guardian of the student. (See Exhibit 16 for a description of due process afforded to academically underperforming students, which occurs over the course of at least one school year, included in the Student and Parent Handbook.)

Academic Probation provides that no student may be excluded for academic underperformance prior to the completion of one full semester during which the Academic Probation Program is implemented in good faith. The Academic Probation Program shall be provided at no cost to the student.

English Language Strategies to Improve Achievement

Our aim is to ensure that each student is able to apply his/her language skills in all areas so he/she can achieve his/her academic goals. The population of NOVA Academy ECHS is 93% Hispanic, so the attainment of proficiency and comfort with the use of the English language is critical. Literacy across the curriculum means that specific strategies in English are used in every classroom. We use standards-aligned instructional materials and strategies such as:

- Supplemental appropriate leveled books that are standards based to provide differential instruction
- Standardized testing intervention program materials.
- Sustained Silent Reading Program using standards based materials.
- Library with a wide range of books and reading levels
- Continuous evaluation of students' reading with state textbooks and other standards-based reading materials.
- Differential instruction based on students' needs in each content area with a schoolwide focus on Writing across the Curriculum.

Mathematics Strategies to Improve Student Achievement

NOVA Academy ECHS math teachers use standards-based assessments and materials to instruct our students. Additionally, teachers incorporate benchmarks for mathematics into their instruction so that their pacing of the lessons and skills taught are in line with the state tests and the students' needs. Students receive extensive tutoring if necessary so that they can develop the skills needed to help them to become proficient in mathematics. Teachers work to create strategies to best meet the needs of individual students and to span the standards taught for each student's grade/math levels:

- Students are placed in math classes based on multiple measures including grades, ~~California Standardized Test ("CST")~~ CAASPP data, college placement test data, and teacher recommendation.
- Teachers will use benchmarks in the planning of their lesson to differentiate instruction and to re-teach as necessary.
- Professional development regarding connecting class content with standards and identifying standards daily in relevant terms and reference standard being taught
- Improve math instruction by developing teachers' capacity to provide differentiated instruction for diverse learners through intensive professional development.
- Supplemental math materials that are standards-based to provide differentiated instruction
- Teachers collaborate and use planning time to analyze student work and develop specific lessons tailored to the needs of low achieving students
- Regular analysis of samples of student work to ensure that students are mastering content standards for their math level
- Teachers will focus on conceptual as well as procedural knowledge as a means of further scaffolding math content standards. This works well for English Learners.

PLAN FOR STUDENTS WHO ARE ACADEMICALLY HIGH ACHIEVING

NOVA Academy ECHS provides for the needs of its students who are academically high achieving in a variety of ways. The classroom teacher delivers instruction that provides appropriate levels of challenge for our advanced learners. The teacher is charged with doing a balancing act as he/she differentiates instruction to provide for qualitatively different depth and pace for the advanced learner, while at the same time providing appropriate lessons for all students.

Academically high achieving students are identified using various forms of data. Results of the state-standardized test scores are reviewed from the STARCAASPP and CAHSEE tests. Other methods of identification are: teacher referral, high grades on progress reports and/or report cards.

Teachers use a variety of strategies, always insuring that academic standards are met. Students are involved in independent projects that allow academically high-achieving students to go above and beyond while exploring a project that meets their special interest. The teacher acts as a facilitator, thereby allowing the student to discover information and become experts in their own right. Teachers also make use of Bloom's Taxonomy, encouraging the advanced learner to focus in the levels of Analysis, Synthesis, and Evaluation. Teachers make an effort to identify the intelligences of each child by incorporating the Theory of Multiple Intelligences into their

lessons. This further allows students to advance and achieve at the highest levels based on their own areas of intelligence.

In addition to these and other strategies in the classroom, advanced learners are engaged taking college classes. They are highly successful in their college classes, partially because these classes offer them a greater challenge, which gives them a sense of confidence and pride. It also gives them a sense of belonging to a college culture which assists and propels them toward planning for their short and long-term educational and life goals.

Advanced placement (“AP”) classes are another opportunity for high achieving students to earn college credit and to challenge themselves academically. Students who enroll in AP classes are encouraged to take AP tests in those subjects with the potential to earn college credits with a passing score.

The summer college pathways programs open to all college eligible incoming 12th graders includes SAT/ACT prep, and college/university admission and enrollment support. Students write personal statements, research colleges and universities, and receive counseling and support on which colleges to apply to.

PLAN FOR ENGLISH LEARNERS

The Charter School will meet all applicable legal requirements for English Learners (“EL”) as it pertains to annual notification to parents, student identification, placement, program options, EL and core content instruction, teacher qualifications and training, re-classification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirement. The Charter School will implement policies to assure proper placement, evaluation, and communication regarding ELs and the rights of students and parents.

Home Language Survey

The Charter School will administer the home language survey upon a student’s initial enrollment into the Charter School (on enrollment forms).

CELDT Testing

All students who indicate that their home language is other than English will be California English Language Development Test (“CELDT”) tested within thirty days of initial enrollment¹ and at least annually thereafter between July 1 and October 31st until re-designated as fluent English proficient.

The Charter School will notify all parents of its responsibility for CELDT testing and of CELDT results within thirty days of receiving results from publisher. The CELDT shall be used to fulfill the requirements under the No Child Left Behind Act for annual English proficiency testing.

Reclassification Procedures

¹ The thirty-day requirement applies to students who are entering a California public school for the first time or for students who have not yet been CELDT tested. All other students who have indicated a home language other than English will continue with annual CELDT testing based upon the date last tested at the prior school of enrollment.

Reclassification procedures utilize multiple criteria in determining whether to classify a pupil as proficient in English including, but not limited to, all of the following:

- Assessment of language proficiency using an objective assessment instrument including, but not limited to, the CELDT.
- Participation of the pupil's classroom teachers and any other certificated staff with direct responsibility for teaching or placement decisions of the pupil to evaluate the pupil's curriculum mastery.
- Parental opinion and consultation, achieved through notice to parents or guardians of the language reclassification and placement including a description of the reclassification process and the parents' opportunity to participate, and encouragement of the participation of parents or guardians in the reclassification procedure including seeking their opinion and consultation during the reclassification process.
- Comparison of the pupil's performance in basic skills against an empirically established range of performance and basic skills based upon the performance of English proficient pupils of the same age that demonstrate to others that the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English.
- The Student Oral Language Observation Matrix may be used by teachers to measure progress regarding comprehension, fluency, vocabulary, pronunciation, and grammar usage.

Strategies for English Learners

The programs materials and strategies to be developed, implemented, and administered may include:

- English Learners who have less than adequate development will receive daily designated instruction in English Language Development and/or Critical Reading courses.
- English Learners who have reasonable fluency in English (designated Intermediate) will receive daily instruction based on their language proficiency needs and grade level instruction in the core content areas.
- Supplemental materials will be used to provide supplemental services to EL students and for their intervention programs.
- Bilingual teachers will develop interventions for ELs who are not making adequate progress on the benchmarks.
- NOVA Academy ECHS will provide on-going professional development in the area of ELD instruction.
- The ELD teacher will work with the principal and other teachers to visit the EL student in their various classes The EL student shall be given instruction in conversational English and in academic language
- All of the teachers at NOVA Academy ECHS shall have had Specially Designed Academic Instruction in English ("SDAIE") strategies incorporated into their teacher training program.

- Teachers will coordinate EL testing and provide input on student placement within the curriculum.
- Principal and ELD teacher visit classrooms to monitor ELD instruction and to ensure that the academic needs of the targeted students are met.
- Academic achievement in the core subjects will be achieved through primary language support whenever necessary and possible.

Promoting parental and community participation in EL programs will be accomplished through the following:

- Parents will be informed of how the program will specifically help their student learn English taught by qualified teachers who are providing research based instruction.
- Parents will be encouraged to be involved in the academic achievement of their student through written and oral communications which have been translated into the Spanish language Translation into other languages can be accomplished through the use of Santa Ana Unified School District personnel when necessary.
- Parent meetings and conferences regarding their student's identification, placement, progress, and exit criteria will have translators available
- Parents will receive support strategies to assist their student at home
- Spanish speaking individuals will make phone calls to parents and translate at meetings
- ~~Olive Crest~~, Wrap Around, Family Preservation and the Foster Care system will provide additional services, which empowers parents of EL students to be an integral part of the Charter School and their community
- These organizations will assist NOVA Academy ECHS in connecting families with much needed educational and social services

Monitoring and Evaluation of Program Effectiveness

The evaluation for the program effectiveness for ELs in the Charter School will include:

- Adhere to Charter School-adopted academic benchmarks by language proficiency level and years in program to determine adequate yearly progress.
- Monitoring of teacher qualifications and the use of appropriate instructional strategies based on program design.
- Monitoring of student identification and placement.
- Monitoring of parental program choice options.
- Monitoring of availability of adequate resources.

PLAN FOR SPECIAL EDUCATION

The text below provides the standardized language that SAUSD is adopting for all charter schools in the district. The transition to the standardized language is being facilitated during charter renewal and/or when revision/modification of a Memorandum of Understanding ("MOU") or other contractual agreement between the charter school and the district takes place.

This language is being incorporated into the NOVA Academy ECHS charter renewal petition draft and is subject to change depending on and including but not limited to, discussion and

negotiations, individual school circumstance and the specific MOU document being renewed/revised/modified and applicable law.

SPECIAL EDUCATION SERVICES / 504

The following provisions govern the application of special education to Charter School students:

- A. It is understood that all children will have access to the Charter School and no student shall be denied admission based solely on disability status.
- B. Pursuant to Education Code Section 47641, the Charter School has elected to be deemed a public school of the District for special education purposes.
- C. In accordance with Education Code Section 47646, a Charter School that is deemed to be a public school of the local educational agency that granted the charter shall participate in state and federal funding in the same manner as any other public school of the granting agency. Further, a child with disabilities attending the Charter School shall receive special education instruction or designated instruction and services, or both, in the same manner as a child with disabilities who attends another public school of that district. The agency that granted the charter shall ensure that all children with disabilities enrolled in the Charter School receive special education and designated instruction and services in a manner that is consistent with their individual education program and in compliance with the IDEA.

- D. Section 504 and the Americans with Disabilities Act (ADA)
Absent agreement of the parties to the contrary, the Charter School shall be solely responsible, at its own expense, for compliance with Section 504 of the Rehabilitation Act ("Section 504") and the Americans with Disabilities Act ("ADA") with respect to eligible students. Should the Charter School be unable to provide the services necessary to comply with the requirements of Section 504, the Charter School may request that the District provide the necessary services at a cost to be negotiated between the District and the Charter School separate from this charter and/or the Charter School may contract with outside service providers at the Charter School's sole expense.

E. Services

- 1. The Charter School and the District intend that the Charter School will be treated by the District as any other public school in the District with respect to the provision of special education services, including the allocation of duties between Charter School staff and resources and District staff and resources.

- 2. Division and Coordination of Responsibility:

The District and the Charter School agree to allocate responsibility for the provision of services [including but not limited to identification, evaluation, Individual Education Plan ("IEP") development and modification, and educational services] in a manner consistent with their allocation between the District and its local public school sites. All special education services to be provided to Charter School students beyond the services to be performed by general education

personnel and/or the type provided by general school site administrators at District schools, will be performed by employees, consultants, or other representatives of the District. The District shall be solely responsible for hiring and directing the individuals or entities to provide such special education services to Charter School students. If a problem arises with any of the District personnel providing services on the Charter School site, the Charter School and District shall discuss the concerns within a reasonable period of time after the issue is raised by the other party. Reassignment of personnel in response to such concerns shall occur only when the District deems such actions appropriate. If the District takes or refuses to take personnel action with regard to its special education providers on the Charter School's site, over the objection of the Charter School the District shall take full responsibility for any actions, causes of action, or lawsuits, losses, expenses, costs, penalties, obligations, errors, omissions or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not a lawsuit is actually filed, and/or any judgment rendered that results from its actions or inactions related to the placement of District personnel on the Charter School's campus. The District and the Charter School shall meet no later than April 15 of each year to ensure a mutual understanding of the allocation of duties between the Charter School and the District for the following year.

3. Identification and Referral:

The Charter School shall have the same responsibility as any other public school in the District to work cooperatively with the District in identifying and referring students who have or may have exceptional needs that qualify them to receive special education services. The Charter School will develop, maintain, and implement policies and procedures to ensure identification and referral of students who have, or may have, such exceptional needs. These policies and procedures will be in accordance with California law and District policy. The Charter School is solely responsible for obtaining the cumulative files, prior and/or current Individual Education Plan ("IEP") and other special education information on any student enrolling from a non-District school. A pupil shall be referred for special education instruction and services only after the resources of the regular education program have been considered and utilized, where appropriate. The District shall provide the Charter School with the technical and consultative services that it generally provides its other public schools in the identification and referral processes. The District will ensure that the Charter School is provided with notification and relevant files of all students transferring to the Charter School from a District school, who have an existing IEP, in the same manner that it ensures the forwarding of such information between District schools. All records and files will be released with the signed permission of the parent/guardian.

4. Assessment:

The District shall make the determination as to what assessments are necessary, including assessments for all referred students, annual assessments and tri-annual assessments, in accordance with the District's general practice and procedure and applicable laws. The Charter School shall not conduct assessments or recommend independent assessments without prior written approval of the District

5. Individual Education Plan:

Responsibility for arranging necessary IEP meetings shall be conducted in accordance with the District's general practice and procedure and applicable Law. The Charter School shall ensure the attendance of all necessary Charter School employees at the IEP meetings in addition to representatives who are knowledgeable about the regular education program at the Charter School.

6. Eligibility and Placement:

Decisions regarding eligibility, goals/objectives, program, placement and exit from special education shall be the decision of the IEP team. Team membership shall be in compliance with state and federal law and shall include all required representatives of the Charter School (or designees when necessary) and representatives of the District (or designees when necessary). Services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures and requirements of the District and of the Local Plan for Special Education. No pupil with special needs shall be continued in enrollment in the Charter School unless the IEP team determines that the Charter School is an appropriate educational placement, except for such period of time as enrollment at the Charter School constitutes the student's "stay-put" placement."

7. Educational Services and Programs:

To the extent that the agreed upon IEP requires special education or related services, the District shall provide and/or arrange for such services in the same manner that it would be legally obligated to provide to the students at its other District schools. District services shall include technical and consultative services by District staff to Charter School staff in the same manner that District staff consults with staff at other District schools.

8. Parent Concerns:

The Charter School shall inform parents/guardians of their rights to raise concerns regarding special education needs or services to the Charter School and/or District staff. The Charter School staff shall inform the designated representative of the District of any such concerns. The District, in consultation with the Charter School's staff as necessary, shall respond to and address the parent/guardian concerns.

9. Complaints:

In consultation with the Charter School, the District shall address/respond to/investigate all complaints regarding special education services at the Charter School. The Charter Schools Uniform Complaint Procedure shall designate the District's Uniform Complaint Procedure officer as the designated official for complaints regarding special education services.

10. Due Process Hearings:

In consultation with the Charter School, the District may initiate a due process hearing on behalf of a student enrolled in the Charter School as the District determines is legally necessary to meet a school agency's responsibilities under federal and state law. The District and the Charter School shall cooperate in defending any due process hearing brought by a student enrolled in the Charter School. In the event that the District determines that legal representation is needed, the District/Charter School shall be jointly represented by District legal counsel. In the event the Charter School elects to utilize separate legal counsel, the Charter School shall bear the costs of its separate legal counsel. The District agrees to indemnify, defend, and hold harmless the Charter School and its Board, Board members, officers, administrators, employees, agents, representatives, volunteers, successors, and assigns (collectively hereinafter "Charter School and Charter School personnel") against any and all actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against Charter School (including but not limited to due process complaints and/or compliance complaints with the California Department of Education and the Office of Civil Rights) and/or Charter School Personnel that may be asserted or claimed by any person, firm, or entity which is due to the acts or omissions of the District, its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns related to the provision of special education services pursuant to this Charter.

The Charter School agrees to indemnify, defend, and hold harmless the District and its Board of Trustees, Board members, officers, Board appointed groups, committees, boards, and any other Board appointed body, and administrators, employees, attorneys, agents, representatives, volunteers, successors, and assigns (collectively hereinafter "District and District personnel") against any and all actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against District and District personnel (including but not limited to due process complaints and/or compliance complaints with the California Department of Education and the Office of Civil Rights) that may be asserted or claimed by any person, firm, or entity which is due solely to the acts or omissions of the Charter School and Charter School personnel, and Charter School subcontractors and invitees under this charter, related to the provision of special education services pursuant to this Charter.

11. SELPA Activities and Meetings:

The District Superintendent or designee shall represent the Charter School at all SELPA meetings as it represents the needs of all schools in the District. Reports to the Charter School regarding SELPA decisions, policies, etc. shall be communicated to the Charter School as they are to all other schools within the District. To the extent that the District and/or SELPA provide training

opportunities and/or information regarding special education to site staff, such opportunities/information shall be made available to Charter School staff.

12. School District of Residence:

The District shall be responsible for providing all special education services to all students of the Charter School regardless of their school district of residence.

13. SELPA Requirements:

The Charter School agrees to adhere to the policies and requirements of the Local Plan for Special Education and to all District policies, procedures, and practices regarding identification, referral and provision of services to special education students.

14. Contracted Services:

If needed due to a shortage in special education staff it is the responsibility of the District to seek out contracts with other school districts, companies, or organizations to serve Charter School students. The Charter School may assist the District in procuring such services.

F. Funding

1. Retention of Special Education Funds by District:

The parties agree that, pursuant to the division of responsibilities set forth in this charter, the Charter School has elected to assume the status of any other public school in the District for the purposes of special education services and funding. The District has agreed to provide special education services for the Charter School, consistent with the services it provides at its public schools. Consistent with this division of responsibility, the District shall retain all state and federal special education funding allocated for Charter School students through the SELPA.

2. School Contribution of Equitable Share of Charter School Funding:

Additionally, the Charter School shall contribute a pro-rata share of its Charter School funding to support the District's unfunded special education costs ("general fund support"). At the end of each fiscal year, the District shall calculate the Charter School's pro-rata share of the District-wide general fund support for that year as calculated by the total unfunded special education costs of the District (including those costs attributable to NOVA Academy ECHS and any and all other charter schools for which the District provides LEA services in the same or similar manner) divided by the total number of District ADA (including the students of NOVA Academy ECHS and any and all other charter schools for which the District provides LEA services in the same or similar manner) and multiplied by the total number of NOVA Academy ECHS ADA (ADA

calculation from P2). Charter School ADA shall include all students, regardless of home district.

The District shall calculate the amount of the Charter School's share of the general fund support upon receipt of the certified P2 reporting data. The District shall provide the Charter School with documentation as to the calculation of the Charter School's share of general fund support and allow the Charter School an opportunity to provide input and respond to the calculation prior to invoicing the Charter School for the prior year. The District shall then invoice the Charter School for its share of the general fund support.

Payment shall be due and payable within 30 day of invoice. If not fully paid the remaining amount or the Charter School's share of the general fund support shall be offset against the District's next succeeding in-lieu property tax apportionments until paid in full.

The District shall provide an estimate of the Charter School's share of the general fund support for the following year by June 30 of each year for budgeting purposes. This estimate shall not be binding and the Charter School shall be fully responsible for its actual share of general fund support.

3. The District shall be responsible for all costs related to the special education service needs of Charter School students in the same manner as any other students of the District in accordance with Education Code Section 47646.

The Charter School reserves the right to make verifiable written assurances to become its own local educational agency for the purpose of special education.

NOVA Academy ECHS shall be deemed a school of the District for purposes of the provision of special education services unless and until it complies with the requirements of this paragraph. Should NOVA Academy ECHS ever determine that it is interested in becoming its own local educational agency ("LEA") for purposes of providing special education services, rather than being deemed a school of the District for such purposes, it must provide the District with written notice that it is considering such a change on or before July 1 of the year preceding the fiscal year in which NOVA Academy ECHS would become its own LEA. Additionally, NOVA Academy ECHS must provide the District with final written notice that it has made a final decision to apply to become its own LEA on or before January 1 of the fiscal year preceding the fiscal year in which NOVA Academy ECHS would become its own LEA, and, if this is the case, the Charter School will actually submit its application to join a SELPA by no later than February 1, and will use due diligence in the pursuit of a decision by the SELPA at the earliest possible opportunity. At the time NOVA Academy ECHS provides such final notice, the notice must include verifiable, written assurances that NOVA Academy ECHS will participate as a local educational agency in a special education plan approved by the State Board of Education in accordance with Education Code Section 47641 and that it will provide special education services in accordance with federal and state law. NOVA Academy ECHS will notify the District within two business days of receipt of a determination by the SELPA whether NOVA Academy ECHS has been accepted as an LEA member of a SELPA. At any time that NOVA Academy ECHS becomes its own LEA for the purposes of special education, the District shall have no further responsibility for the coordination or provision of special education services to

NOVA Academy ECHS students, regardless of the school district of residence of such students, and NOVA Academy ECHS shall be exclusively responsible for the coordination and provision of special education services to NOVA Academy ECHS students and for any and all other obligations of a school or school district relative to services for students with special needs.

III. MEASURABLE STUDENT OUTCOMES AND OTHER USES OF DATA

Governing Law: The measurable pupil outcomes identified for use by the charter school. "Pupil outcomes," for purpose of this part, means the extent to which all pupils of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all groups of pupils served by the charter school, as that term is defined in subparagraph (B) of paragraph (3) of subdivision (a) of Section 47607. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school. -- California Education Code Section 47605(b)(5)(B)

Governing Law: The method by which pupil progress in meeting those pupil outcomes is measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card. -- California Education Code Section 47605(b)(5)(C)

Attached as Exhibit 29, please find the Charter School's Local Control and Accountability Plan, which provides documentation of the alignment of pupil outcomes to the state priorities. The methods for measuring pupil outcomes will be consistent with the way the school will report information on its school accountability report card.

NOVA Academy ECHS shall meet all statewide standards applicable to students in non-charter public schools and shall conduct all required pupil assessments pursuant to California Education Code Section 60605 or any other student assessments applicable to students in non-charter public schools.

The students of NOVA Academy ECHS will meet the academic standards as adopted by the State Board of Education.

It is the goal of NOVA Academy ECHS to create a school that motivates and assists all students in meeting or exceeding proficiency on state academic mandated tests. The administration and certificated staff of NOVA Academy ECHS will conduct an annual review of data to track progress toward goals, as measured by the State-Mandated Standardized Tests results and benchmark assessments in reading, writing, language proficiency and mathematics. The Charter School will align the curriculum in order to ensure success for all students in meeting the requirements of the California High School Exit Exam and any other state required standards test. These standards will serve as a guide in developing school goals and in making decisions regarding expenditures of resources, allotment of budget, staff development, program priorities, and policy decisions.

NOVA Academy ECHS will pursue the following measurable student outcomes. The outcomes will be measured as detailed in the table below:

| Student Outcome | Methods of Measurement | Frequency of Measurement |
|--------------------------------|-----------------------------|--------------------------|
| It is the goal of NOVA Academy | Meet Charter School, SAUSD, | Annually |

| | | |
|---|---|----------|
| ECHS that 90% of students graduate. | and State graduation requirements | |
| It is the goal of NOVA Academy ECHS to have 80% of its graduates attend 2 or 4 year colleges immediately after graduation. | Student college tracking survey, Post-Secondary follow-up information | Annually |
| It is the goal of NOVA Academy ECHS to meet or exceed its Academic Performance Index ("API") growth target annually. | API scores | Annually |
| It is the goal of NOVA Academy ECHS to meet adequate yearly progress ("AYP") annually. | AYP reports | Annually |
| It is the goal of NOVA Academy ECHS for 100% of all students to pass both sections of the CAHSEE by the end of their senior year. | CAHSEE Scores | Annually |
| It is the goal of NOVA Academy ECHS for 80% of all students to pass both sections of the CAHSEE on their first attempt. | CAHSEE Scores | Annually |
| It is the goal of NOVA Academy ECHS to increase student attendance rates and to meet or exceed 92% ADA. | Attendance data | Monthly |
| It is the goal of NOVA Academy ECHS to develop a strong network with Foster Care Agencies, Wrap Around, Family Preservation and Child Protective Services | Meetings with collaborative agencies Evaluations and surveys to collaborative agencies | Monthly |

On or before December 7, 2012 NOVA Academy ECHS shall submit to the District Superintendent or the Superintendent's designee, for review and approval, revised reasonably comprehensive descriptions of measurable pupil outcomes that include outcomes that address increases in pupil academic achievement both school-wide and for all groups of pupils served by NOVA Academy ECHS, as those terms are defined in Education Code Section 47605(b)(5)(B) and Education Code Section 47607(a)(3)(B), as revised by SB 1290. Such revised pupil outcomes shall be incorporated into this Charter and made a part hereof.

As NOVA Academy ECHS has grown, and now has numerically significant pupil subgroups, including Hispanic or Latino and participants in Free and Reduced Price Lunch. The Charter School anticipates that English Learners will also become a numerically significant pupil subgroup, either this year or soon in the future. Academic goals and outcomes for the current year have been established in the chart below.

| Group/Subgroup | 2010-11 | 2011-12 | 2012-13 Goal | Growth |
|---|---------|---------|--------------|--------|
| Schoolwide | 715 | 713 | 718 | 5 |
| Hispanic or Latino | 707 | 709 | 714 | 5 |
| Participants in Free or Reduced Price Lunch | 709 | 713 | 718 | 5 |

| | | | | |
|------------------|-----|-----|-----|---|
| English Learners | 664 | 677 | 684 | 7 |
|------------------|-----|-----|-----|---|

For the coming charter term, NOVA Academy ECHS has established the outcome that student academic achievement will increase, both schoolwide, and for all numerically significant pupil subgroups, by 5 points annually, as measured by the API.

To achieve these outcomes schoolwide and for numerically significant pupil subgroups, NOVA Academy ECHS will continue to develop and execute interventions and programs detailed in this document including: student success teams, response to intervention programs, core content learning labs, and accelerated learning intern support.

NOVA's Academic Performance Index reflects our school's composite academic achievement from a variety of statewide assessments. The API includes student test results from the ~~Standardized Testing and Reporting ("STAR") Program~~ CAASPP and the California High School Exit Examination ("CAHSEE"). The subject areas include English Language Arts, Mathematics, Science, and History.

Participation rates on both ~~STAR~~CAASPP and CAHSEE continue to be near 100%. As the school continues to grow, we are able to gather more data and make better decisions based on student outcomes to ensure continued academic improvement.

Teachers use various forms of assessment to evaluate student performance, particularly the data from the ~~California State Tests~~ STARCAASPP. Teachers discuss their concerns and collaboratively design individual solutions to help students achieve success. Teachers use these assessments to plan instruction and to specifically determine target students in each core class and formulate an academic plan for those students. Additionally, focus areas are determined and plans are developed so that each student moves toward proficiency and beyond. Mastery of subject standards is an ongoing process and is an additional indicator of student progress at each level. Teacher determined performance by local measures is very closely aligned with our STARCAASPP performance results.

In addition to having a curriculum that is designed to meet the needs of its targeted students, before and after school support classes are also available for students not working up to their potential. Research based interventions are used to address student deficiencies and there is ongoing monitoring of student outcomes in interventions to determine the effectiveness of such programs and strategies. Student progress is continually assessed throughout the year using formative and summative assessments and benchmarks, including other state tests such as CELDT and CAHSEE, teacher driven evaluations, and observations. NOVA Academy ECHS brings all resources to bear to help students master their state mandated grade level standards.

With the exception of the 2010-11 school year, academic outcomes have continually improved at the school as measured by API, CAHSEE and CST scores over the last 4 years. 10th grade CAHSEE pass rates in math reached 90% for the first time in the 2011-12 school year. Overall proficiency rates continue to improve over the past 4 years.

API scores 2009-2012

| API Results | | | |
|-------------|---------|---------|---------|
| 2008-09 | 2009-10 | 2010-11 | 2011-12 |

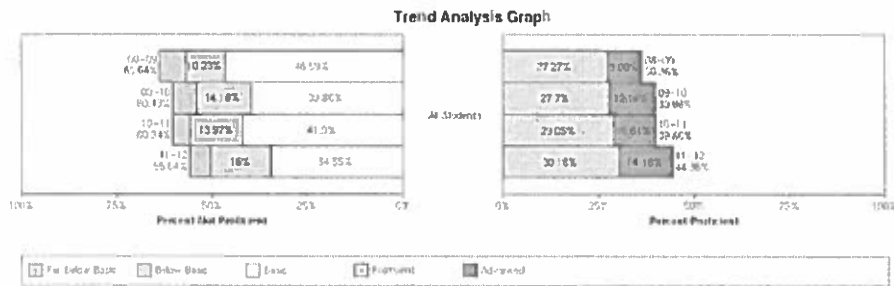
| | | | | |
|----------|-----|-----|-----|-----|
| Base API | 724 | 728 | 715 | 713 |
|----------|-----|-----|-----|-----|

*Estimated API based on CST and CAHSEE results

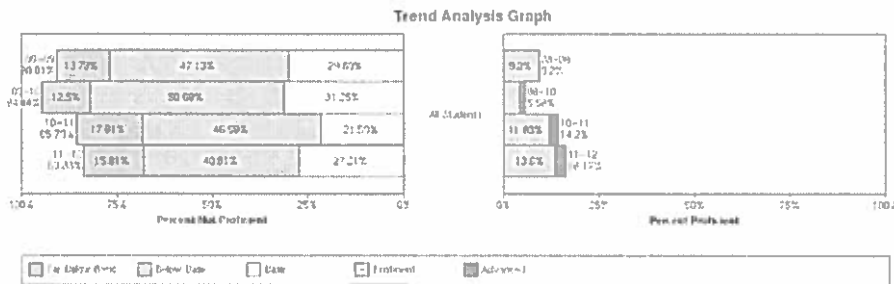
CAHSEE results 2009-2012

| | CAHSEE Results | | | |
|-------------------|----------------|---------|---------|---------|
| | 2008-09 | 2009-10 | 2010-11 | 2011-12 |
| English pass rate | 73.00% | 84.00% | 87.00% | 82.00% |
| Math pass rate | 88.00% | 84.00% | 78.00% | 90.00% |
| Average pass rate | 80.50% | 84.00% | 82.50% | 86.00% |

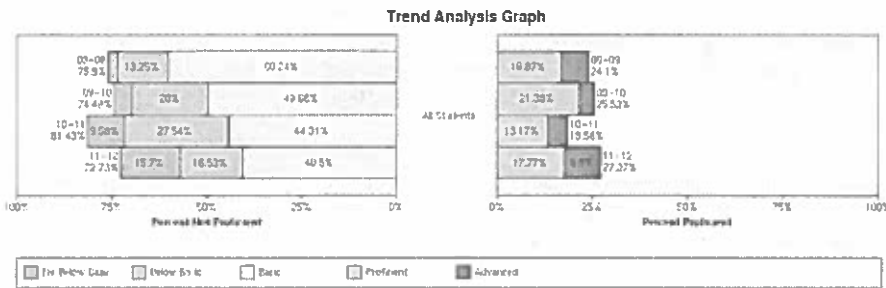
English Language Arts proficiency rates 2009-2012



Math proficiency rates 2009-2012



Science proficiency rates 2009-2012



METHODS OF ASSESSMENT

NOVA Academy ECHS will comply with state assessment requirements.

NOVA Academy ECHS uses various tools of assessment to evaluate the progress of its students. Formal assessment of students takes place on an on-going basis through progress reports prepared every 10 weeks and report cards distributed at the end of each semester. These assessments guide instruction and assist teachers in developing informal groups for students. At the end of each reporting period, the instructional staff looks at the data to determine if the students are meeting the standards for that grade level, and to assess their strengths and weaknesses. These evaluations are used to implement schoolwide teaching strategies designed to improve student achievement. The mandatory state standardized tests, STARCAASPP tests, are administered in the spring of each year, and this data is a valuable tool in guiding instruction. Teachers take the STARCAASPP testing data and determine which are the areas of greatest weakness for the students in their classes. Teachers differentiate instruction based upon students' abilities and needs.

NOVA Academy ECHS continually uses a blend of formative and summative assessments which consist of both standardized and non-standardized tests, addressing multiple levels of Bloom's taxonomy. Non-standardized individual assessments include, but are not limited to: free response questions, student portfolios, essays, speeches, etc. A number of school-wide non-standardized assessments are used, including, but not limited to: journaling and journal prompts, science fair projects. Each assessment provides data points for both teachers and students to analyze and make instructional decisions. Data from these assessments is analyzed by standard, objective, student, class, grade level, vertically, and school wide. Teachers use this formative and summative information to make decisions to remediate, provide more practice, and/or extend knowledge. Students use this data to take ownership over standard mastery, learning objectives, continual reflection, and practice to master all standards. Samples of non-standardized assessments and rubrics for quality, relevance, and adequacy are included in Exhibit 14, as mentioned above.

As stated above, the CELDT is also administered at the beginning of the year as required by law and gives us a clear indication of which students need specific assistance in their English language development. Specific instructional strategies and intervention programs are developed to address these needs for each student at NOVA Academy ECHS through each student's ISP.

Moreover, daily instruction will provide consistent feedback through teacher observations, project achievements, criterion referenced tests, open-ended tasks, and performance samples.

NOVA Academy ECHS will measure progress on an ongoing basis so parents/guardians and educators know how well students are performing. Progress is reported to parents/guardians through phone calls from the teachers, notices home (both positive and intervention), progress reports and report cards. Students also receive progress reports and grades from their college classes.

NOVA Academy ECHS shall take reasonable actions to intervene on behalf of a student who is in danger of not meeting outcomes. NOVA Academy ECHS may use an Academic Probation Program, included within the Student and Parent Handbook (Exhibit 16), to raise the performance of the student, which shall include commitments on the part of the Charter School, as well as the family or guardian of the student.

Sample Rubrics

Below is a sample rubric for English, Geometry, and Anthropology. Attached as Exhibit 14, please find additional sample rubrics for core content classes.

ENGLISH 9: Rubric: Narrative Essay

- 1. Prewrite/Brainstorm _____ / 5 points
- 2. Rough Draft/Compose _____ / 10 points
- 3. Self Evaluation _____ / 5 points
- 4. Re-Write _____ / 10 points
- 5. Peer Edit _____ / 5 points

MLA Format

- Typed (4 points) Y / N
- Correct Header (4 points) Y / N
- Page Numbers (4 points) Y / N
- Title (2 points) Y / N
- Indented Paragraphs (2 points) Y / N
- 12 Point Font <2 points) Y / N
- Times New Roman Font (2 points)..... Y / N

/ 20 points

Final Copy _____ / 50 points

- Spelling (no mistakes / few mistakes / many mistakes)
- Grammar (no mistakes few mistakes / many mistakes)
- Dialogue Used (yes / no)
- Was the story Clear? (yes / no)
- Did the author use vivid imagery? (yes / no)
- At least 2 pages long? (yes / no)

- 5 paragraphs (yes / no)
- Sentence Structure (no mistakes / few mistakes / many mistakes)

Comments: _____

Total / 100 points

GEOMETRY Rubric: Conditional Statement Storybook

Objective: To write and illustrate a children's book using a logical chain, similar to "If you give a pig a pancake"

Standard: 3.0 — Students construct and judge the validity of a logical argument and give counterexamples to disprove a statement,

Requirements:

- Story follows a logical chain with at least 10 conditional statements of which:
- o at least 2 connect so that the Law of Syllogism can be used,
 - o At least one is the inverse, converse, or contrapositive of another
 - o Story uses school appropriate storyline and language.
 - o Book is neatly done and handwriting is readable.
 - o Book contains colored illustrations.
 - o Book is "bound" in some way, such as being in a report cover or folder, or by folding pages over and stapling them into a booklet.
 - o Book should include a cover page (with the title and author).
 - o You may work in groups of 2 or 3 to write your book.

| CATEGORY | 1 | 2 | 3 | 4 |
|------------------------------------|--|---|--|--|
| Conditional Statement Story | Story contains less than 6 school-appropriate conditional statements. | Story contains at least 6 school-appropriate conditional statements. | Story contains at least 8 school-appropriate conditional statements. | Story contains 10 school-appropriate conditional statements. |
| Logic | Less than 50% of the conditional statements follow a logical chain. May or may not have included the Law of Syllogism or an inverse, converse or contrapositive. | At least 50% of the conditional statements follow a logical chain. May or may not have included the Law of Syllogism or an inverse, converse or contrapositive. | At least 75% of the conditional statements follow a logical chain, Included the Law of Syllogism and the inverse, converse, or contrapositive. | All conditional statements follow a logical chain, Included the Law of Syllogism and the inverse, converse, or contrapositive. |
| Illustrations | Less than 50% of the pages contain colored illustrations. | At least 50% of the pages contain colored illustrations. | At least 75% of the pages contain colored illustrations. | All pages contain colored illustrations. |
| Timeliness | Story is turned in 3 days late. | Story is turned in 2 days late. | Story is turned in 1 day late. | Story is turned in on time. |

Note: At least one member of your group must return this directions/rubric page to receive credit for your storybook.

This Project is due by _____

ANTHROPOLOGY Rubric: Cultures of the World

Student Name:
Grade:

| CATEGORY | 4 | 3 | 2 | 1 |
|-------------------------------|--|--|---|--|
| Organization | Information is very organized with well-constructed paragraphs and subheadings. | Information is organized with well-constructed paragraphs. | Information is organized, but paragraphs are not well-constructed. | The information appears to be disorganized. |
| Amount of Information | All topics are addressed and all questions answered with at least 2 sentences about each. | All topics are addressed and most questions answered with at least 2 sentences about each. | All topics are addressed, and most questions answered with 1 sentence about each. | One or more topics were not addressed. |
| Quality of Information | Information clearly relates to the main topic. It includes several supporting details and/or examples are given. | Information clearly relates to the main topic. It provides 1-2 supporting details and/or examples are given. | Information clearly relates to the main topic. No details and/or examples are given. | Information has little or nothing to do with the main topic. |
| Sources | All sources (information and graphics) are accurately documented in the desired format. | All sources (information and graphics) are accurately documented, but a few are not in the desired format. | All sources (information and graphics) are accurately documented, but many are not in the desired format. | Some sources are not accurately documented. |
| Notes | Notes are recorded and organized in an extremely neat and orderly fashion. | Notes are recorded legibly and are somewhat organized. | Notes are recorded, but not organized. | Notes are recorded only with peer/teacher assistance and reminders. |
| Paragraph Construction | All paragraphs include introductory sentence, explanations or details, and concluding sentence. | Most paragraphs include introductory sentence, explanations or details, and concluding sentence. | Paragraphs included related information but were typically not constructed well. | Paragraphing structure was not clear and sentences were not typically related within the paragraphs. |

| | | | | |
|-------------------------------------|---|---|--|---|
| Diagrams & Illustrations | Diagrams and illustrations are neat, accurate and add to the reader's understanding of the topic. | Diagrams and illustrations are accurate and add to the reader's understanding of the topic. | Diagrams and illustrations are neat and accurate and sometimes add to the reader's understanding of the topic. | Diagrams and illustrations are not accurate OR do not add to the reader's understanding of the topic. |
|-------------------------------------|---|---|--|---|

USE AND REPORTING OF DATA

NOVA Academy ECHS has taken several steps to plan and develop methods of collecting, analyzing, and using disaggregated data to drive instruction, improve student achievement, and aid in the improvement of the decision-making process at our school. NOVA Academy ECHS's staff works collaboratively for the purpose of analyzing and disaggregating the STARCAASPP testing data. We also use the data from CELDT and from the CAHSEE. The results of these combined types of data help to drive the instruction at our school. The staff extracts specific information from the testing data and determines the most common areas of weakness and or deficiency in our instruction. Teachers use this combined data to help guide their instruction and focus on specific strategies to eliminate the student's gaps in learning. The small class sizes at NOVA Academy ECHS teachers differentiate instruction to meet the diverse needs of their students.

NOVA Academy ECHS faculty uses standards based and relevant questions that address the areas of weakness in our students. These questions are used, in conjunction with standards based Pacing Guides, to plan and augment standards-based instruction in all classes across the curriculum. We have worked to completely maximize the capabilities of the DataDirector program, which allows staff to input testing and other such data into the system to be disaggregated and utilized to improve instruction.

In addition, NOVA Academy ECHS collects attendance data through the AERIES software program. Accurate and timely maintenance of attendance is critical at NOVA Academy ECHS because the population of students we serve is generally plagued with issues of poor attendance and punctuality. As a result of the disaggregated attendance data, parents are notified in a consistently timely manner as to the punctuality and attendance of their students. AERIES provide data on students who have exceeded the maximum number of allowable tardies, and gives information verifying when and why they were tardy. This allows our NOVA Academy ECHS staff to provide corrective measures to help students modify their behavior.

NOVA Academy ECHS shall provide the District, on an annual basis, a report of student progress including disaggregated (by race/ethnicity, socioeconomic status, and English language fluency) data on student course enrollment and grades, participation and performance results of state-mandated testing programs.

IV. GOVERNANCE STRUCTURE

Governing Law: The governance structure of the school, including, but not limited to, the process to be followed by the school to ensure parental involvement. -- California Education Code Section 47605(b)(5)(D)

NON-PROFIT PUBLIC BENEFIT CORPORATION

The Charter School is a directly funded independent charter school, operated by NOVA Academy, a California Nonprofit Public Benefit Corporation, pursuant to California law upon approval of this charter.

The Charter School will operate autonomously from the District, with the exception of the supervisory oversight as required by statute and other contracted services as negotiated between the District and the Charter School. Pursuant to California Education Code Section 47604(c), the District shall not be liable for the debts and obligations of the Charter School, operated by a California non-profit benefit corporation or for claims arising from the performance of acts, errors, or omissions by the Charter School as long as the District has complied with all oversight responsibilities required by law.

Attached, as Exhibit 19, please find the NOVA Academy Articles of Incorporation, Corporate Bylaws, and Conflicts Code.

BOARD OF DIRECTORS

The Charter School will be governed by the NOVA Academy Board of Directors ("Board" or "Board of Directors") in accordance with its adopted corporate bylaws, which shall be consistent with the terms of this charter. ~~Olive Crest USA is the sole statutory member of the NOVA Academy Board.~~

The NOVA Academy Board will have at least five (5) and not more than twenty (20) directors. All directors shall be designated by ~~Olive Crest USA~~ the Board. All directors are to be designated at the corporation's annual meeting of the Board of Directors. Each director shall hold office unless otherwise removed from office in accordance with NOVA Academy's bylaws for one (1) three (3) year initial term, with one (1) three (3) year renewal option if designated by the Board.

In accordance with Education Code Section 47604(b), the District may appoint a representative to sit on the Board of Directors. If the District chooses to do so, ~~Olive Crest USA~~ the Board shall appoint an additional director to ensure that the Board is maintained with an odd number of Directors.

The NOVA Academy Board of Directors will be responsible for:

- Hire, supervise, evaluate, discipline, and dismissal of the Executive Director of the Charter School.
- Approving and monitoring the implementation of general policies of the Charter School. These will include effective human resource policies for career growth and compensation of the staff.

- Developing and monitoring an operational business plan that focuses on student achievement.
- Approving and monitoring the Charter School's annual budget and budget revisions.
- Acting as fiscal agent for NOVA Academy ECHS. This includes the receipt of funds for the operation of the Charter School. According to the Bylaws of NOVA Academy ECHS, which are included in Exhibit 19, "The Board may delegate the management of the activities of the corporation to any person or persons, a management company or committees however composed, provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board."
- Ensuring compliance with applicable state and federal charter school laws and the receipt of state, federal and private grants and donations consistent with the mission of the Charter School.
- Contracting with an external auditor to produce an annual financial audit according to generally accepted accounting practices.
- Involving parents and the community in the support of Charter School programs.
- Executing all other responsibilities provided for in the California Corporations Code, the Articles of Incorporation and Bylaws, and this charter necessary to ensure the proper operation of the Charter School.
- Preparing and submitting semi-annual (mid-year and end of the year) reports to the District regarding NOVA Academy's progress in implementing this Charter, the Memorandum of Understanding, (if applicable), and other specific matters as the District Board requests.

The current list of NOVA Academy ECHS Board Members along with the organizational chart is located in Exhibit 20.

The Board may initiate and carry on any program or activity or may otherwise act in a manner which is not in conflict with or inconsistent with or preempted by any law and which are not in conflict with the purposes for which schools are established.

The Charter School shall comply with the Brown Act.

NOVA Academy shall comply with Government Code Section 1090, *et seq.*, the Political Reform Act, Corporations Code Conflicts of Interest rules, and any charter school specific conflicts of interest statutes or regulations, and has adopted a conflict code which complies with these requirements. (See Conflicts Code in Exhibit 19) As required, the Conflicts Code will be submitted to the County Board of Supervisors for approval.

The Board may execute any powers delegated by law to it and shall discharge any duty imposed by law upon it and may delegate to an employee of the Charter School any of those duties with the exception of budget approval or revision, approval of the fiscal audit and performance report, and the adoption of Board policies. The Board however, retains ultimate responsibility over the performance of those powers or duties so delegated. Such delegation will:

- Be in writing;
- Specify the entity designated;

- Describe in specific terms the authority of the Board of Directors being delegated, any conditions on the delegated authority or its exercise and the beginning and ending dates of the delegation; and
- Require an affirmative vote of a majority of Board members.

The Charter School Board of Directors will attend an annual in-service for the purposes of training individual board members on their responsibilities with topics to include at minimum Conflicts of Interest, and the Brown Act.

CHARTER SCHOOL LEADERSHIP

President and Founder

The NOVA Academy President and Founder is responsible for overseeing the overall operations of NOVA Academy and advocates and represent NOVA Academy ECHS in the community. This position is currently held by Dr. Donald Verleur. At such time as Dr. Verleur no longer holds this position, its title will be modified to "President."

- The primary staff person to whom NOVA Academy Board of Directors delegates authority for overall administration of the corporation's business. Provides leadership for the effective functioning of the corporation and oversees all operations.
- Provides leadership and supervision of the development and implementation of effective education and treatment for all students.
- Provides leadership and supervision to ensure adequate staffing in all program areas of the organization, and oversees organization personnel practices.
- Provides leadership and sound fiscal management for the organization and shall ensure that the corporation maintains comprehensive financial records.
- Advocates and represents the organization in community at events and with associations serving youth.
- Attends regularly scheduled meetings of the NOVA Academy Board of Directors.
- Provides leadership and supervision for implementation of community relations efforts for the corporation/agency facilitating an acceptable professional image in the community at large.
- Provides leadership and supervision in providing training on an ongoing basis to organization staff.
- Provides leadership and supervision in ensuring agency compliance with all Federal, State, County, and other agency regulations governing education of students. Ensure that all sites are in compliance with regulations of the Education Code, the California Department of Education, and IDEIA.
- Provides leadership to and assures the development and implementation of an effective strategic and operational plan.

Executive Director

The Executive Director is responsible for overseeing the overall operations of NOVA Academy ECHS. The NOVA Academy Board of Directors delegates authority for the overall administration of the Charter School's operations to the Executive Director. The Executive Director provides leadership for the effective functioning of the Charter School and oversees all

operations. He/she advocates and represents the Charter School in the community at events and with associations serving youth. The Executive Director also provides leadership and supervision in ensuring agency compliance with all Federal, state, county and other agency regulations governing education of students. The Executive Director's responsibilities include, but are not limited to:

- Hire and dismiss all employees of the Charter School.
- Develop plan in overseeing all facility growth and expansion needs.
- The primary staff person to whom the President and Founder delegates authority for overall administration of the corporation's business. Provides leadership for the effective functioning of the corporation and oversees all operations.
- Provides leadership and supervision of the development and implementation of effective education and treatment for all students.
- Provides leadership and supervision to ensure adequate staffing in all program areas of the agency, and oversees agency personnel practices.
- Provides leadership and sound fiscal management for the agency and shall ensure that the corporation maintains comprehensive financial records.
- Advocates and represents the organization in community at events and with association serving youth
- Attends regularly scheduled meetings of the NOVA Academy Board of Directors.
- Provides leadership and supervision for implementation of community relations efforts for the organization, facilitating an acceptable professional image in the community at large.
- Provides leadership and supervision in providing training on an ongoing basis to organization staff.
- Provides leadership and supervision in ensuring agency compliance with all Federal, State, County and other agency regulations governing education of students.
- Ensure that all sites are in compliance with regulations of the Education Code, the California Department of Education, and IDEIA.
- Provides leadership to and assures the development and implementation of an effective strategic and operational plan.
- Provides direction and leadership with grants, community partners and school districts.
- Oversee Marketing, Fundraising and Grant Proposals.
- Ensure educational instructional minute requirements are met.
- Responsible to ensure timely and accurate completion of Multi-Year Budget and Cash Flow Summaries.
- Responsible to oversee Independent Financial Audits.
- Oversee adherence to school safety policies.
- Act as the NOVA Academy representative with the California Charter Schools Association, and other outside groups.
- Ensure department and academic goals are met.
- Oversee WASC Accreditation.

Director of Charter Schools

The Director of Charter Schools is responsible for the overall functioning of the school site programs of all NOVA Academy charter schools, including educational, therapeutic and facility management. He/she prepares and monitors school budgets and is responsible for ensuring that the Charter School meets its budget. The Director of Charter Schools oversees all annual

compliance reports for the NOVA Academy charter schools, including but not limited to the attendance reports, CBEDs, SSID, ConApp, SARC, and any other state or federal agency report. He/she provides a narrative of financial reports for the Board of Directors. In addition, this position ensures that the atmosphere and resources to facilitate professional growth for employees is achieved. The Director of Charter Schools is under the direct supervision of the Executive Director. The Director of Charter Schools's responsibilities include, but are not limited to:

- Oversee overall functioning of school site programs; including educational, therapeutic and faculty management.
- Prepare and monitor school site budgets and assure that school sites meet or exceed their budgets.
- Evaluate, discipline, train and supervise principals, with input from Executive Director.
- Assist in hiring decisions of Charter School employees.
- Provide atmosphere and resources to facilitate professional growth for employees. Ensure that appropriate professional growth opportunities are provided to all Charter School personnel.
- Attend regularly scheduled meetings with Executive Director and other NOVA Academy administration.
- Oversee all Title One compliance regulations.
- Oversee all Single Plan for Student Achievement/SARC/WASC reports and update plans when due to the California Department of Education.
- Make sure all curriculum needs are ordered for each school year.
- Develop and oversee the collaboration with site principals all WASC applications, renewals and compliance.
- Oversee all Highly Qualified staff for No Child Left Behind laws and regulations.
- Set all academic score objectives, monitor progress toward those goals and make adjustments to programs as needed.
- Provide assessment data and school data on each site.
- Oversee that all state testing mandates and regulations are being adhered to at each site.
- Develop recruitment plans and events with the school site principals and administrative staff.
- Ensure that all school sites are in compliance with regulations of the Education Code, the California Department of Education, IDEIA, Charter School Regulations, and ECHS Regulations.
- Oversee all annual compliance reports for charter schools (including, but not limited to: CALPADS, P1, P2, Annual reports, district reports and updates).
- Ensure that all school sites adhere to school policies and procedures.
- Develop and implement new programs as directed by the Executive Director.
- Consult and offer recommendations for campuses in as requested.
- Perform other duties as assigned by the Executive Director.

Principal

The Principal is responsible for administrating all facets of the daily operations of the Charter School. He/she is the administrative leader of the Charter School, supervising and evaluating of all site personnel. All areas pertaining to curriculum, instruction, student assessment, staffing facilities, student welfare, attendance, discipline, community relations, recruitment and student

activities are all under the supervision of the principal. The Principal's responsibilities include, but are not limited to:

- Responsible for all areas pertaining to curriculum, instruction, student assessment, staffing, facilities, student welfare, attendance, discipline, community relations, and student activities.
- Principal will be the administrative leader of the Charter School; lead in supervision and evaluation of all site personnel.
- Interpret and implement state and District-approved curriculum guidelines, as appropriate.
- Act as liaison with Santa Ana Unified School District.
- Supervise the instructional program.
- Develop all schedules, registration procedures, and testing programs.
- Work with the counselor in addressing student issues.
- Coordinate interviewing and hiring teachers and support staff.
- Provide assistance to those teachers whose performance is in need of improvement;
- Assist in formulation of Charter School policies.
- Supervise implementation of Charter School policies and procedures.
- Maintain campus as a safe and productive environment for students and staff.
- Serve as liaison between the Charter School and community groups; provide visionary leadership in school reform and shared decision-making.
- Maintain contact with resource agencies.
- Be sensitive to the diverse needs of students, parents and staff.
- The Principal must have the ability to maintain the high standards achieved by a committed learning community; communicate information in a positive tone; and complete other duties, as needed and assigned.

SCHOOL SITE COUNCIL

The School Site Council at NOVA Academy ECHS was developed through our WASC accreditation application process.

The School Site Council is composed of parents, teachers, students, an administrator, staff, and a community person. The purpose is to monitor and review the mandates of the Single Plan for Student Achievement. The School Site Council ensures that the Charter School is in compliance with its plan and is accountable for the Title I funding NOVA Academy ECHS receives. The School Site Council also works with the principal to develop, review, and evaluate Charter School improvement programs and school budgets. The members of the School Site Council are generally elected by their peers. For example, parents elect the parent representatives and teachers elect teachers.

NOVA Academy ECHS's School Site Council makes decisions and advises the principal on the Charter School budget and the academic and/or school improvement plan.

In addition to academic planning, the School Site Council gives input on decisions about parent engagement, safety and discipline.

Over the course of a year, a typical School Site Council may consider the goals of the Charter School or the District and then work with the principal to evaluate the Charter School's progress

toward those goals. In this evaluation, the School Site Council might consider Charter School test scores, attendance and discipline records, parent surveys, and input from students.

Upon reviewing the Charter School's progress, the School Site Council and the principal create a plan for improvement for implementation at the Charter School level (called the Single Plan for Student Achievement). This plan might involve a new academic program, staff member, or parent outreach strategy.

The School Site Council at NOVA Academy ECHS is more than a committee; it has an obligation to make decisions that will best serve the whole Charter School community. In fact, the School Site Council is specifically charged with finding ways to close gaps in achievement between groups of students.

PARENTAL AND COMMUNITY INVOLVEMENT

NOVA Academy ECHS believes in the principles of the early college initiative which are based on the premise that there must be involvement of all stakeholders for the Charter School's total success. There is a "family" atmosphere at NOVA Academy ECHS. Parents and guardians are partners in the education of their children given the premise that school, home, and community must work together to provide the highest quality education possible for their students. Communication with parents is paramount and they are involved not only in their child's academic education, but also in his/her social activities.

~~Olive Crest USA has many support services for foster and at-risk families that assist NOVA Academy ECHS in meeting the needs of the families it serves. Some of those programs are: mentoring, parent partners, family counseling, and parenting trainings.~~ The counselors on staff at the Charter School also provide valuable resources to students and families. Not only does the Charter School give families information, it also helps to link families to available community resources.

Every year before Thanksgiving, a family feast for students, parents and invited community members is held. Parents/guardians join with the administration of NOVA Academy ECHS to provide a full Thanksgiving meal for our students and guests. This is so important because it is the only Thanksgiving meal that many of our students will have.

In addition, at various times during the year, the Charter School offers an array of activities (i.e. spring picnic, Kermes, Career Day, etc.) where the parents and community members provide assistance and support for the success of the activity. A Multicultural Day is held where parents and the community are involved in providing workshops on various cultures. This is a wonderful opportunity for students to learn about many cultures other than their own. This will, hopefully, help to bring about unity in our community. Moreover, student research projects on selected cultures are an outgrowth of this event.

The parents and guardians of NOVA Academy ECHS are involved in a Parent Advisory Council, ("PAC") which is an association of parents who wish to become an integral part of the functioning of the Charter School. The PAC meets twice monthly in order to keep abreast of the current academic, and social events at NOVA Academy ECHS. The PAC assists Charter School administrators with information pertaining to community outreach to parents/guardians of students at NOVA Academy ECHS. Though the NOVA Academy ECHS Administration is responsible for the implementation and outcome of programs and strategies utilized in the

classroom, the PAC is also used as a sounding board for strategies and programs that are being considered. The PAC is also where ideas and plans for fundraising are discussed and implemented.

Additionally, monthly parent meetings are held to convey information about Charter School homework policies, grading policies, college requirements, GPA calculation, programs, upcoming events, college information, changes to Charter School policies, code of conduct and other requirements of the classroom teachers and of the Charter School in general.

When problems arise or there is an immediate need to speak with a parent, it is easy to make a call home. Letters, school newsletters and flyers are also sent home to parents and we consistently make the effort to have this information translated into Spanish or other languages as needed. We have hired several full-time bilingual (English-Spanish) administrative assistant who provides translation services which enables our parents and guardians to communicate regularly with our staff. They also receive notices, letters, and personal phone calls from both the bilingual administrative assistant and our Spanish speaking teachers, encouraging them to attend our Parent Advisory Council meetings and important school events. It is important that NOVA Academy ECHS parents and guardians play an integral part in our school improvement, so they are involved with administrators, teachers, and students in this on-going process.

Twice a year, we host a Parent Summit. The purpose of the Parent Summit is to provide parent information and education (e.g. FAFSA, Internet safety, college readiness, sex education, teen issues, parenting the 21st century child). A survey is conducted to determine the topics that parents are interested in and then used to set the agenda accordingly.

IV. HUMAN RESOURCES

QUALIFICATIONS OF SCHOOL EMPLOYEES

Governing Law: The qualifications to be met by individuals to be employed by the school. -- California Education Code Section 47605(b)(5)(E)

NOVA Academy ECHS shall recruit professional, effective, and qualified personnel for all administrative, instructional, instructional support, and non-instructional support capacities who believe in the instructional philosophy outlined in NOVA Academy ECHS's mission and vision. In accordance with Education Code Section 47605(d)(1), NOVA Academy ECHS shall be nonsectarian in its employment practices and all other operations. NOVA Academy ECHS shall not discriminate against any individual on the basis of race, creed, color, national origin, age, gender, disability, or other basis prohibited by law. All employees shall receive a background clearance in accordance with Education Code Section 44237 and tuberculosis clearance before commencing employment.

Staff Employment

NOVA Academy ECHS will select all school staff. No employee of Santa Ana Unified School District, or any other district, shall be required to be employed at NOVA Academy ECHS. Any prospective employee shall be considered for employment through an open application process, and, if selected, shall enter into a contractual agreement to make their services available to NOVA Academy ECHS. NOVA Academy ECHS shall have the authority to terminate the position in accordance with the terms of that agreement.

NOVA Academy ECHS employees shall have the option to join, or not to join, any collective bargaining unit they choose. Should the provisions of this Charter conflict with the Articles of Incorporation, Bylaws, policies, practices, or terms of any collective bargaining or other agreement of NOVA Academy ECHS, the provisions of this Charter shall prevail. Should the provisions of any NOVA Academy ECHS policy conflict with a collective bargaining unit agreement, NOVA Academy ECHS policy will prevail absent any other agreement with the bargaining unit to the contrary.

Santa Ana Unified School District may collaborate with the Charter School to announce transfer opportunities and to provide descriptions of position openings in a timely fashion.

The Charter School may also employ staff on-loan from other districts in the region, subject to agreements with those districts that include return rights.

QUALIFICATIONS

Attached, as Exhibit 21, please find job descriptions, including qualifications for employment, for the: assistant teacher, college counselor, Director of Charter Schools, Director of Counseling, Executive Director, President, and Principal. Employment qualifications are as follows:

President and Founder

Required Qualifications:

- A philosophy of supporting students in line with the mission and values of NOVA Academy.
- Must have a management philosophy that respects the value of people and seeks to maximize their potential in the work place.
- Master's degree in Education or Related Field.
- Minimum 10 years experience in the education field.
- Excellent written and verbal communication skills.
- Working knowledge of Department of Education requirements.
- Minimum of 10 year of Management and Leadership.

Executive Director

Required Qualifications:

- Must have a philosophy of supporting students in line with the mission and values of NOVA Academy.
- Must have a management philosophy that respects the value of people and seeks to maximize their potential in the work place.
- Master's degree in Education or related field.
- Possess a minimum seven years experience in the education field.
- Possess excellent written and verbal communication skills.
- Working knowledge of Department of Education requirements.
- Minimum of 5 years in Management/Leadership.
- Chief Business Officer Certification
- Charter Management Certification

Desired Qualifications:

- Administrative Services Credential

Director of Charter Schools

Required Qualifications:

- Master or Doctorate Degree in Education or related field.
- Previous administrative/supervisory experience in an educational setting.
- Criminal record clearance.
- Acceptable driving record as determined by school's automobile insurance carrier.
- Valid California driver's license.
- Adequate vision and hearing to be able to supervise students properly.
- Ability to intervene in a physical way during crisis situations with minors up to 18 years of age.

Desired Qualifications:

- California Administrative credential.

- Experience with Charter School laws and regulations and the Early College High School Initiative.
- Experience in working in the therapeutic milieu.

Principal

Required Qualifications

- Masters Degree in Education Related Field
- Criminal record clearance.
- Acceptable driving record as determined by school's automobile insurance carrier.
- Valid California driver's license.
- Adequate vision and hearing to be able to supervise students properly.
- Experience in managing or supervising staff
- Excellent Time Management Skills
- Good Attention to Detail

Teachers

As required by Education Code Section 47605(I), core, college-prep teachers in the Charter School will be required to hold a California Commission on Teacher Credentialing ("CCTC") certificate permit, or other document equivalent to that which a teacher in other public schools would be required to hold. They are also required to be CLAD or BCLAD certified upon completion of their CCTC certificate permit in order to serve English Learners.

Additionally, the applicable highly qualified requirements of the No Child Left Behind Act shall be followed.

NOVA Academy ECHS takes full and complete responsibility for the application of "flexibility" regarding teacher credentialing requirements and its interpretation of that terminology as used in Education Code Section 47605(I), and the insurance and indemnification provisions of this Charter shall apply with full force and effect to protect the District from any and all potential claims or liabilities that may arise from the application of "flexibility" in credentialing requirements for non-core, non-college preparatory classes at NOVA Academy ECHS.

Non-Certificated Instructional Support Staff

NOVA Academy ECHS is supported with Title I, Part A funds; therefore, the No Child Left Behind Act of 2001 requires employed paraprofessionals to have the following qualifications:

- Completed at least two years of study at an institution of higher education, or obtained an associate's (or higher) degree, or met a rigorous standard of quality and can demonstrate, through a formal state or local academic assessment -- knowledge of, and the ability to assist in instructing reading, writing, and mathematics (or readiness in those subject areas).
- The California State Board of Education has determined that, for purposes of these requirements, "two years of study" is defined as 48 semester units; that the type of

coursework for completion of those units is determined locally; and that the development or selection of an assessment also is a local decision.

- Each local educational agency shall also ensure that all paraprofessionals working in programs supported with Title I, Part A funds, regardless of their hiring date, have earned a secondary school diploma or its recognized equivalent.

RETIREMENT SYSTEMS

Governing Law: The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security. -- California Education Code Section 47605(b)(5)(K)

The NOVA Academy Board has contracted with the Orange County Department of Education to set up STRS and/or PERS for qualifying employees. Non-certificated employees also contribute to Social Security and 403(b) plans are an option for non-certificated employees who choose not to participate in the PERS. All employees at NOVA Academy ECHS will retain all previously vested rights in their respective retirement systems, including but not limited to STRS, PERS and Social Security. The Executive Director is responsible for ensuring that appropriate arrangements for coverage are made.

EMPLOYEE REPRESENTATION

Governing Law: A declaration whether or not the charter school shall be deemed the exclusive public school employer of the employees of the charter school for the purposes of the Educational Employment Relations Act. -- California Education Code Section 47605(b)(5)(O)

NOVA Academy shall be deemed the exclusive public school employer of the employees of the Charter School for the purposes of the Educational Employment Relations Act ("EERA"). NOVA Academy shall comply with the EERA.

EMPLOYEE RETURN RIGHTS

Governing Law: A description of the rights of any employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school. -- California Education Code Section 47605(b)(5)(M)

No person shall be required to work at NOVA Academy ECHS. All former Santa Ana Unified School District employees who gain employment at the Charter School have return rights to SAUSD only as granted by the District subject to conditions in District policies, procedures, and collective bargaining agreements, and in Education Code Section 44931 or its equivalent, as it may be revised from time to time.

HEALTH AND SAFETY

Governing Law: The procedures that the school will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirement that each employee of the school furnish the school with a criminal record summary as described in Section 44237. -- California Education Code Section 47605(b)(5)(F)

In order to provide safety for all students and staff, the Charter School has adopted and implemented full health and safety procedures and risk management policies at its school site in consultation with its insurance carriers and risk management experts. The complete set of health and safety policies is available at the Charter School site. Personnel Policies and Procedures are attached as Exhibit 22.

The following is a summary of the health and safety policies of the Charter School:

Safety Manual

NOVA Academy ECHS has developed further health, safety, and risk management policies in consultation with its insurance carriers and risks management experts. NOVA Academy ECHS has an Emergency Disaster Procedure and Emergency Exit Plan, attached as Exhibit 23, which addresses issues that pertain to staff as well as student safety.

NOVA Academy ECHS will comply with all applicable safety laws.

Procedures for Background Checks

Employees and contractors of the Charter School are required to submit to a criminal background check and to furnish a criminal record summary as required by Education Code Sections 44237 and 45125.1. New employees not possessing a valid California Teaching Credential must submit two sets of fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary. The Principal of the Charter School shall monitor compliance with this policy and report to the NOVA Academy Board of Directors on a quarterly basis. The Board President shall monitor the fingerprinting and background clearance of the Principal. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be fingerprinted and receive background clearance prior to volunteering without the direct supervision of a credentialed employee.

Employee Handbook

NOVA Academy ECHS has developed an employee handbook which delineates the policies and procedures regarding employment at the charter school. These policies will be reviewed on an ongoing basis. Revisions to these policies will be submitted to the District annually. Attached as Exhibit 22, please find the NOVA Academy ECHS Personnel Policies and Procedures.

First Aid and CPR Training

All staff is required to have been trained in First Aid and CPR. In addition, all staff is properly trained in universal precautions and blood-borne pathogens as well as other safety precautions in order to safeguard themselves and children against any unnecessary exposure to hazardous materials. First Aid kits are required to be stored and maintained in every vehicle that transports students. First aid kits are also stored and maintained in each classroom at NOVA Academy ECHS.

Role of Staff as Mandated Child Abuse Reporters

All non-certificated and certificated staff will be mandated child abuse reporters and will follow all applicable reporting laws, the same policies and procedures used by the District. Reporting

procedures are shared with staff each year at the opening professional development training.

TB Testing

Faculty and staff will be tested for tuberculosis prior to commencing employment and working with students as required by Education Code Section 49406.

Immunizations

The Charter School will adhere to all laws related to legally required immunizations for entering students pursuant to Health and Safety Code Sections 120325-120375, and Title 17, California Code of Regulations Sections 6000-6075. All rising 7th grade students must be immunized with a pertussis (whooping cough) vaccine booster.

Medication in School

The Charter School will adhere to Education Code Section 49423 regarding administration of medication in school.

Vision/Hearing/Scoliosis

Students will be screened for vision, hearing and scoliosis. The Charter School shall adhere to Education Code Section 49450 *et seq.* as applicable to the grade levels served by the Charter School.

Diabetes

The Charter School will provide an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7th grade students, pursuant to Education Code Section 49452.7. The information sheet shall include, but shall not be limited to, all of the following:

1. A description of type 2 diabetes.
2. A description of the risk factors and warning signs associated with type 2 diabetes.
3. A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes.
4. A description of treatments and prevention of methods of type 2 diabetes.
5. A description of the different types of diabetes screening tests available.

Bloodborne Pathogens

The Charter School shall meet state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the workplace. The Board shall establish a written "Exposure Control Plan" designed to protect employees from possible infection due to contact with blood borne viruses, including human immunodeficiency virus (HIV) and hepatitis B virus (HBV).

Whenever exposed to blood or other body fluids through injury or accident, students and staff should follow the latest medical protocol for disinfecting procedures.

School Facility Safety

NOVA Academy ECHS will assess its school buildings for structural safety, using the existing state, county and city standards. NOVA Academy ECHS, at its own cost and expense, will be responsible for obtaining appropriate permits from the local public entity with jurisdiction over the issuance of such permits, including building permits, occupancy permits, fire/life safety inspections and conditional use permits, all as may be required to ensure a safe school and facilities for staff and students.

Drug Free/Smoke Free Environment

NOVA Academy ECHS shall maintain a drug and alcohol and smoke free environment.

Comprehensive Sexual Harassment Policies and Procedures

The Charter School is committed to providing a school that is free from sexual harassment, as well as any harassment based upon such factors as race, religion, creed, color, national origin, ancestry, age, medical condition, marital status, sexual orientation, or disability. The Charter School has developed a comprehensive policy to prevent and immediately remediate any concerns about sexual discrimination or harassment at the Charter School (including employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with the Charter School's sexual harassment policy.

DISPUTE RESOLUTION

Governing Law: The procedures to be followed by the charter school and the entity granting the charter to resolve disputes relating to provisions of the charter. -- California Education Code Section 47605(b)(5)(N)

The following section of this charter provides the standardized language that SAUSD is adopting for all charter schools in the district. The transition to the standardized language is being facilitated during charter renewal and/or when revision/modification of a MOU or other contractual agreement between the charter school and the district takes place.

This language is being incorporated into the NOVA Academy ECHS charter renewal petition draft and is subject to change depending on and including but not limited to, discussion and negotiations, individual school circumstance and the specific document being renewed/revised/modified and applicable law.

Disputes between NOVA Academy ECHS and the District

If the District determines that a violation of the Charter, MOU or law may have occurred or a problem has arisen related to the operation of the Charter School or the District's oversight

obligations, or a dispute otherwise arises between the District and the Charter School the following procedures shall be followed to resolve the dispute:

1. Should the District determine in writing that the violation or issue in question constitutes a severe and imminent threat to the health or safety of the pupils, it shall not be bound by any portion of this dispute resolution process and may commence revocation proceedings immediately or take action as it deems necessary.
2. If the violation or issue in question does not constitute a severe and imminent threat to the health or safety of pupils, District will provide written notification of the violation or issue. The date that this notice is sent shall be the "Notice Date." Upon issuance of this notice, a meeting will be scheduled to discuss and possibly resolve the dispute. Both parties must have representatives present at this meeting and under no circumstances will the meeting be held more than ten (10) calendar days after the Notice Date. The District representative at the meeting will be the Superintendent or the Superintendent's designee, and the NOVA Academy ECHS representative will be the Executive Director or the Executive Director's designee. If the dispute is not resolved at this meeting or in strict accordance with any plan for resolution agreed upon at this meeting, the parties will proceed to Step 3.
3. The District may commence revocation of the Charter and/or other appropriate action in accordance with Education Code Section 47607 or applicable law.

The parties shall exchange information as necessary to avoid disputes and assist in curing disputes and shall use their best efforts to resolve disputes between them at the earliest possible time.

In the event of a dispute raised by the charter school against the District over the terms of the charter, the charter school shall put the dispute in writing to the Superintendent or designees, and the District Superintendent, or Designee shall meet with the Principal and President of the Charter School to seek resolution within two weeks of receiving the written complaint. After this meeting if resolution is not reached, both parties are free to pursue any other legal remedy available. However, mediation may be commenced with the agreement of both the District and the Charter School, with the costs of the mediator to be split by both parties.

Internal Disputes

The Charter School shall have an internal dispute resolution process to be used for all internal disputes related to the Charter School's operations. Parents, students, board members, volunteers, and staff at the Charter School will be provided with a copy of the Charter School's policies and dispute resolution process. The District will refer all disputes not related to a possible violation of the Charter or law or to the operation of the Charter School or District's oversight obligations to the Charter School for resolution according to its internal dispute resolution process.

V. STUDENT ADMISSIONS, ATTENDANCE, AND SUSPENSION/EXPULSION POLICIES

STUDENT ADMISSION POLICIES AND PROCEDURES

Governing Law: Admission requirements, if applicable. — California Education Code Section 47605(b)(5)(H)

NOVA Academy ECHS shall admit all pupils who wish to attend the Charter School.

No test or assessment shall be administered to students prior to acceptance and enrollment into the Charter School. NOVA Academy ECHS shall not charge tuition.

Pupils will be considered for admission without regard to the characteristics listed in Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics).

To be admitted, NOVA Academy ECHS students will:

- Complete an application packet
- Participate in an in-person, individual entrance interview with an administrator
- Provide a birth certificate (if available)
- Provide an immunization record
- Provide an essay in which students answer questions about why they are interested in attending NOVA Academy Early College High School
- Provide a copy of a transcript from the last school attended
- Sign, together with parents(s) or guardians, agreeing to comply with Charter School policies and procedures.
- Complete and sign all required enrollment forms

No student will be denied admission to NOVA Academy ECHS based upon the content of the above information, and no student will be denied admission if documentation from state or educational agencies is not available.

The individual entrance interview with an administrator gives the potential student and family an opportunity to share the student's interests, academic journey, goals, and specific needs with the Charter School. The interview is used to give the student and parent insight and information about the Charter School and the early college model. The interview also gives each family an opportunity to ask questions or get clarification on any potential questions they may have about any aspect of NOVA Academy ECHS. Admission to NOVA Academy ECHS is not influenced by or based on individual student interviews; these are simply opportunities for families to get to know the Charter School on an individual basis.

NOVA Academy ECHS shall admit all students who wish to attend the NOVA Academy Early College High School, and who submit a timely application, unless the Charter School received a greater number of applications than there are spaces for students, in which case, with the

exception of existing students of the Charter School (who are guaranteed admission for the following year), each application will be given equal chance of admission through a public random drawing process. Admission to the Charter School shall not be determined according to the place of residence of the student or his or her parents within the State, except as provided in Education Code Section 47605(d)(2). Preference in the public random drawing shall be extended as follows:

- Siblings of existing students
- Children of employees of NOVA Academy ECHS
- Students residing in SAUSD

The highest admissions preference, that of siblings, helps the Charter School maintain its target demographic.

Under no circumstance shall any student be adversely impacted, in any manner, in admission or in any academic program whatsoever, for financial reasons, including without limitation a failure to make a financial contribution of any kind. NOVA Academy ECHS shall at all times comply with the terms and requirements of the free schools guarantee of the California Constitution, Article IX, Section 5, Education Code Section 49010-49013, Government Code Section 905, and California Code of Regulations, Title 5, Section 350, in all aspects of the Charter School program.

Details of the Admissions Policy and Process are included in Registration Packet, attached as Exhibit 24 and will specify the evaluation process and the minimum skills/experience required if any.

RACIAL AND ETHNIC BALANCE

Governing Law: The means by which the school will achieve racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted. -- California Education Code Section 47605(b)(5)(G)

The philosophy, policies, and procedures of NOVA Academy ECHS shall at all times be dedicated to enhancing, achieving, and maintaining racial and ethnic balance in its student population reflective of the territorial jurisdiction of the District. All students will be considered for admission, accepted for admission, and retained in the Charter School without regard to the characteristics listed in Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics).

The following methods have been employed to pursue a racial and ethnic balance that reflects the general population residing within the territorial jurisdiction of Santa Ana Unified School District:

- Posting information regarding the Charter School in Spanish, with other languages available upon request;

- Visiting different community groups, centers, and organizations that are representative of a cross-section of the community;
- The development of promotional and informational material that appeals to the varied racial, ethnic and socioeconomic populations represented in the community;
- The organization of and participation in, outreach meetings that include prospective students and parents of varied racial, ethnic and socioeconomic backgrounds;
- The distribution of promotional and informational packages to a broad variety of community groups and agencies that serve various racial, ethnic and socioeconomic groups within the community.

A report on the progress of recruitment will be provided to the District and to the Board of NOVA Academy ECHS prior to, and at the conclusion of the open enrollment period for each school year.

PUBLIC SCHOOL ATTENDANCE ALTERNATIVES

Governing Law: The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools. --California Education Code Section 47605(b)(5)(L)

Choosing to enroll at NOVA Academy ECHS is entirely voluntary; no student may be required to attend the Charter School. Students who choose not to attend the Charter School may attend school within their school district of residence according to local district policy or at another school district or school within the District through the local district's intra and inter-district policies. Parents and guardians of each student enrolled in the Charter School will be informed on enrollment forms that the students have no right to admission in a particular school of any local education agency as a consequence of enrollment in the Charter School, except to the extent that such a right is extended by the local education agency.

SUSPENSION AND EXPULSION PROCEDURES

Governing Law: The procedures by which students can be suspended or expelled. California Education Code Section 47605(b)(5)(J).

This Pupil Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and well being of all students at the Charter School. In creating this policy, the Charter School has reviewed Education Code Section 48900 *et seq.* which describes the noncharter schools' list of offenses and procedures to establish its list of offenses and procedures for suspensions and expulsions. The language that follows closely mirrors the language of Education Code Section 48900 *et seq.* The Charter School is committed to annual review of policies and procedures surrounding suspensions and expulsions and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

When the Policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. This policy shall serve as the Charter School's policy and procedures for student suspension and expulsion and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements. Charter School staff shall enforce disciplinary rules and procedures fairly and consistently among all students.

This Policy and its Procedures will be printed and distributed as part of the Student Handbook and will clearly describe discipline expectations. Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

The Charter School administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline policies and procedures. The notice shall state that this Policy and Procedures are available on request at the Executive Director's office.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. The Charter School will follow all applicable federal and state laws including but not limited to the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

A. Grounds for Suspension and Expulsion of Students

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at anytime including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school-sponsored activity.

B. Enumerated Offenses

1. Discretionary Suspension Offenses. Students may be suspended for any of the following acts when it is determined the pupil:

- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
- b) Willfully used force of violence upon the person of another, except self-defense.
- c) Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.

- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property.
- g) Stole or attempted to steal school property or private property.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.
- l) Knowingly received stolen school property or private property.
- m) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- n) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
- o) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- q) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to

a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.

- r) Made terrorist threats against school officials and/or school property. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.
- s) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- t) Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- u) Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- v) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act (~~defined as the transmission of a communication, including, but not limited to, a message, text, sound, or image, or a post on a social network Internet Web site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone or other wireless communication device, computer, or pager) directed specifically toward a pupil or school personnel.~~

v)1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including acts one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that

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has or can be reasonably predicted to have the effect of one or more of the following:

- 1-i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
- 2-ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
- 3-iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
- 4-iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

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2) "Electronic Act" means the creation and transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

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- i. A message, text, sound, or image.
- ii. A post on a social network Internet Web site including, but not limited to:

(a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.

(b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

(c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

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iii. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

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w) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1).

- x) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.

2. Non- Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion for any of the following acts when it is determined the pupil:

- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.

3. Discretionary Expellable Offenses: Students may be expelled for any of the following acts when it is determined the pupil:

- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
- b) Willfully used force of violence upon the person of another, except self-defense.
- c) Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property.
- g) Stole or attempted to steal school property or private property.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.

- k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.
- l) Knowingly received stolen school property or private property.
- m) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- n) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
- o) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- q) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
- r) Made terrorist threats against school officials and/or school property. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.
- s) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive

educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.

- t) Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- u) Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.

v) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act (defined as the transmission of a communication, including, but not limited to, a message, text, sound, or image, or a post on a social network Internet Web site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone or other wireless communication device, computer, or pager) directed specifically toward a pupil or school personnel.

1) “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including acts one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

- 1-i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student’s or those students’ person or property.
- 2-ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
- 3-iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
- 4-iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

2) “Electronic Act” means the creation and transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

- i. A message, text, sound, or image.
- ii. A post on a social network Internet Web site including, but not limited to:

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(a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.

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(b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

(c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

iii. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

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- w) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1).
- x) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee’s concurrence.

4. Non -Discretionary Expellable Offenses: Students must be expelled for any of the following acts when it is determined pursuant to the procedures below that the pupil:

- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee’s concurrence.

If it is determined by the Board of Directors that a student has brought a fire arm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994.

The term “firearm” means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

The term "destructive device" means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

C. Suspension Procedure

Suspensions shall be initiated according to the following procedures:

I. Conference

Suspension shall be preceded, if possible, by a conference conducted by the Executive Director or the Executive Director's designee with the student and his or her parent and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Executive Director or designee.

The conference may be omitted if the Executive Director or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or Charter School personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of a conference.

At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense. This conference shall be held within two school days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a pupil for failure of the pupil's parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil's parent or guardian at the conference.

2. Notice to Parents/Guardians

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice may also state the date and time when the student may return to school. If Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

3. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of Expulsion by the Executive Director or Executive Director's designee, the pupil and the pupil's guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. This determination will be made by the

Executive Director or designee upon either of the following: 1) the pupil's presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil's suspension will be extended pending the results of an expulsion hearing.

D. Authority to Expel

A student may be expelled either by the Charter School Board following a hearing before it or by the Charter School Board upon the recommendation of an Administrative Panel to be assigned by the Board as needed. The Administrative Panel should consist of at least three members who are certificated and neither a teacher of the pupil or a Board member of the Charter School's governing board. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense.

E. Expulsion Procedures

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Executive Director or designee determines that the Pupil has committed an expellable offense.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all pupil confidentiality rules under FERPA) unless the Pupil makes a written request for a public hearing three (3) days prior to the hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the pupil. The notice shall include:

- 1) The date and place of the expulsion hearing;
- 2) A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
- 3) A copy of the Charter School's disciplinary rules which relate to the alleged violation;
- 4) Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment;
- 5) The opportunity for the student or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
- 6) The right to inspect and obtain copies of all documents to be used at the hearing;
- 7) The opportunity to confront and question all witnesses who testify at the hearing;
- 8) The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

F. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

The Charter School may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the Charter School or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. The Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the person or panel conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
4. The person or panel conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The person or panel conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The person or panel conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
7. If one or both of the support persons is also a witness, the Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.
8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom

during that testimony.

9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the pupil being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.

10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

G. Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

H. Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board, Panel or designee determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled pupil, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board who will make a final determination regarding the expulsion. The final decision by the Board shall be made within ten (10) school days following the conclusion of the hearing. The Decision of the Board is final.

If the Administrative Panel decides not to recommend expulsion, the pupil shall immediately be

returned to his/her educational program.

I. Written Notice to Expel

The Executive Director or designee, following a decision of the Board to expel, shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student or parent/guardian. This notice shall also include the following: Notice of the specific offense committed by the student; and Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School.

The Executive Director or designee shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall include the following: a) The student's name b) The specific expellable offense committed by the student.

J. Disciplinary Records

The Charter School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the authorizer upon request.

K. No Right to Appeal

The pupil shall have no right of appeal from expulsion from the Charter School as the Charter School Board's decision to expel shall be final.

L. Expelled Pupils/Alternative Education

Pupils who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. The Charter School shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

M. Rehabilitation Plans

Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the pupil may reapply to the Charter School for readmission.

N. Readmission

The decision to readmit a pupil or to admit a previously expelled pupil from another school district or charter school shall be in the sole discretion of the Board following a meeting with the Executive Director or designee and the pupil and guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The Executive

Director or designee shall make a recommendation to the Board following the meeting regarding his or her determination. The pupil's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission.

O. Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities

1. Notification of District

The Charter School shall immediately notify the District and coordinate the procedures in this policy with the District of the discipline of any student with a disability or student who the Charter School or District would be deemed to have knowledge that the student had a disability.

2. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment or functional analysis, and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

3. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

- a) If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b) If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If the Charter School, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

- a) Conduct a functional behavioral assessment or a functional analysis assessment, and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to

- such determination before the behavior that resulted in a change in placement;
- b) If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
 - c) Return the child to the placement from which the child was removed, unless the parent and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

If the Charter School, the parent, and relevant members of the IEP/504 team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a result of the failure to implement the IEP/504 Plan, then the Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

4. Due Process Appeals

The parent of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or the Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, whichever occurs first, unless the parent and the Charter School agree otherwise.

5. Special Circumstances

Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Executive Director or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a) Carries or possesses a weapon, as defined in 18 USC 930, to or at school, on school premises, or to or at a school function;
- b) Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function;
- or
- c) Has inflicted serious bodily injury, as defined by 20 USC 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

6. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 team.

7. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEIA and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.

The Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- a) The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- b) The parent has requested an evaluation of the child.
- c) The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEIA-eligible children with disabilities, including the right to stay-put.

If the Charter School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The Charter School shall conduct an expedited evaluation if requested by the parents; however the student shall remain in the education placement determined by the Charter School pending the results of the evaluation.

The Charter School shall not be deemed to have knowledge of that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

VI. FINANCIAL PLANNING, REPORTING, AND ACCOUNTABILITY

BUDGETS AND CASH FLOW

Governing Law: The petitioner or petitioners shall also be required to provide financial statements that include a proposed first year operational budget, including startup costs, and cash flow and financial projections for the first three years of operation. – Education Code Section 47605(g)

See Exhibit 25 for a detailed operational budget, including a multi-year budget projection and cash flow, budget assumptions, and fundraising award letters. These documents are based upon the best data available to NOVA Academy ECHS at this time.

NOVA Academy ECHS shall communicate with the District and provide documentation, records and/or updated financial projections regarding the Charter School's fiscal operations, budgeting and cashflow in a manner consistent with the District's Charter Petition Financial Review Checklist, at no less than budget adoption, first interim report, and second interim report.

FINANCIAL REPORTING

NOVA Academy ECHS shall provide reports to the District as follows, and shall provide additional fiscal reports as requested by the District:

- By July 1, a preliminary budget for the current fiscal year.
- By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of the Charter School's annual, independent financial audit report for the preceding fiscal year shall be sent to the District, State Controller, State Department of Education and County Superintendent of Schools.
- By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
- By September 15, a final unaudited report for the full prior year.

INSURANCE

The following sections of this charter were submitted by Santa Ana Unified School District and are the requirements for insurance coverage:

Without limiting the Charter School's indemnification obligations, throughout the life of the Charter, the Charter School shall pay for and maintain in full force and effect with an insurance company(s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-/VII" in Best Insurance Rating Guide, or through self-insurance with a California Joint Powers Authority, the following policies of insurance:

COMMERCIAL GENERAL LIABILITY INSURANCE, which shall include: contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, for bodily injury and property damage liability insurance with combined single limits

of not less than \$2,000,000 per occurrence. Additionally, the Charter School shall procure excess liability coverage in the amount of \$20,000,000.

COMMERCIAL AUTO LIABILITY insurance which shall include: coverage for owned and non-owned autos, with bodily injury liability limits not less than \$5,000,000 per person, per occurrence and property damage liability limits of not less than \$500,000 per occurrence.

WORKER'S COMPENSATION INSURANCE, as required by the California Labor Code, with not less than statutory limits.

PROPERTY AND FIRE INSURANCE, shall be provided to protect: (a) Real Property, against risk of direct loss, commonly known as Special Form, (b) Fire Legal Liability, to protect against liability for portions of premises leased or rented, and (c) Business Personal Property, to protect on a Broad Form, named peril basis, for all furniture, equipment and supplies of the Charter School. If any District property is leased, rented or borrowed, it shall also be insured by the Charter School in the same manner as (a) and (b) above.

ERRORS AND OMISSIONS INSURANCE, in an amount not less than \$20,000,000. All of the Charter School's insurance required by the Charter or this MOU (i) shall name the District and its Board of Trustees, Board members, officers, Board appointed groups, committees, boards, and any other Board appointed body, and administrators, employees, attorneys, agents, representatives, volunteers, successors, and assigns (collectively hereinafter "District and District Personnel") as additional insured's; (ii) shall contain no special limitations on the scope of protection afforded to District and District Personnel; (iii) shall be primary insurance, notwithstanding any terms to the contrary therein, and any insurance or self-insurance maintained by the District and/or District Personnel shall be in excess of the Charter School's insurance and shall not contribute with it, despite any terms therein to the contrary; (iv) shall be "occurrence" rather than "claims made" insurance, with the exception of educators' legal liability insurance; and (v) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Each of the Charter School's insurance policies shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, or non-renewed, or materially changed for any reason, without thirty (30) days' prior written notice thereof given by the insurer to District by U.S. mail, certified, or by personal delivery. In addition to such notice provided to District by the insurer, the Charter School shall also provide District with thirty (30) days' prior written notice, by certified mail, return receipt requested, of the suspension, voiding, cancellation, reduction in coverage or limits, non-renewal, or material change for any reason, of any such insurance policy or policies.

The acceptance by the District of the above required insurance does not serve to limit the liability or responsibility of the insurer or the Charter School to the District.

Each insurance policy shall be endorsed to state that the insurer shall waive all rights of subrogation against the District and District Personnel.

The Charter School shall furnish District with duplicate originals of insurance policies and original endorsements effecting coverage required by this MOU which shall be received and approved by District no later than thirty (30) days after execution of this MOU. The duplicate

originals and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. (See Exhibit 26 for copies of insurance policies.) The procuring of such insurance or the delivery of duplicate originals and endorsements evidencing the same shall not be construed as a limitation on Charter School's obligation to indemnify the District and District Personnel.

The limits of liability described above shall apply only to indemnity available under the respective policies. Defense costs and attorney's fees shall not reduce the amounts available under the limits of liability under those respective policies.

Any deductibles or self-insured retentions must be declared to and approved by the District.

The Charter School shall promptly respond to all inquiries from the District regarding claims against the Charter School and/or its outstanding insurance liability.

All of the District's insurance required by the Charter or this MOU (i) shall name the Charter School and its Board of Directors, Board members, officers, Board appointed groups, committees, boards, and any other Board appointed body, and administrators, employees, agents, representatives, volunteers, successors, and assigns (collectively hereinafter "District and District Personnel") as additional insured's; (ii) shall contain no special limitations on the scope of protection afforded to Charter School or Charter School Personnel; (iii) shall be primary insurance, notwithstanding any terms to the contrary therein, and any insurance or self-insurance maintained by the Charter School and/or Charter School Personnel shall be in excess of the District's insurance and shall not contribute with it, despite any terms therein to the contrary; (iv) shall be "occurrence" rather than "claims made" insurance, with the exception of educators' legal liability insurance; and (v) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Each of the District's insurance policies shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, or non-renewed, or materially changed for any reason, without thirty (30) days' prior written notice thereof given by the insurer to Charter School by U.S. mail, certified, or by personal delivery. In addition to such notice provided to Charter School by the insurer, the District shall also provide Charter School with thirty (30) days' prior written notice, by certified mail, return receipt requested, of the suspension, voiding, cancellation, reduction in coverage or limits, non-renewal, or material change for any reason, of any such insurance policy or policies.

The acceptance by the Charter School of the above required insurance does not serve to limit the liability or responsibility of the insurer or the District to the Charter School under the indemnification provisions above.

Each insurance policy shall be endorsed to state that the insurer shall waive all rights of subrogation against the Charter School and Charter School Personnel.

The District shall furnish Charter School with duplicate originals of insurance policies and original endorsements effecting coverage required by this MOU which shall be received by Charter School no later than thirty (30) days after execution of this MOU. The duplicate originals and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. The procuring of such insurance or the delivery of duplicate originals and endorsements evidencing the same shall not be construed as a limitation

on District's obligation to indemnify the Charter School and/or Charter School Personnel as described above.

The limits of liability described above shall apply only to indemnity available under the respective policies. Defense costs and attorney's fees shall not reduce the amounts available under the limits of liability under those respective policies.

ADMINISTRATIVE SERVICES

Governing Law: The manner in which administrative services of the school are to be provided. – California Education Code Section 47605(g)

~~Olive Crest provides~~ The Charter School will contract for back office business services, to the Charter School including but not limited to: accounts payable, accounts receivable, budget, cash flow projections, monthly financial reports, human resources, payroll, PERS and STRS reporting, Information Technology ("IT"), property maintenance services, and marketing and advertising and fund development.

SCHOOL FACILITIES

The Charter School shall be located at one site within District boundaries. Currently, NOVA Academy ECHS is located at 2609 W. 5th Street, Santa Ana, CA 92703. (See Real Estate Lease attached as Exhibit 27). The floor plan for the Charter School is located within the lease, in Exhibit 27. The Charter School may seek to relocate to a different site within the District's boundaries during the renewal term. In this event, NOVA Academy ECHS will follow all applicable laws and District requirements regarding the relocation.

TRANSPORTATION

Transportation to and from school is the parental responsibility for families who choose to attend NOVA Academy ECHS, except as required by law for students with disabilities in accordance with a student's IEP.

AUDITS

Governing Law: The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority. – California Education Code Section 47605(b)(5)(l)

An annual independent financial audit of the books and records of the Charter School will be conducted as required by Education Code Sections 47605(b)(5)(l) and 47605(m). The books and records of the Charter School will be kept in accordance with generally accepted accounting principles, and as required by applicable law, and the audit will employ generally accepted accounting procedures. The audit shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller's K-12 Audit Guide.

The NOVA Academy Board will select an independent auditor through a request for proposal format. The auditor will have, at a minimum, a CPA and educational institution audit experience and will be approved by the State Controller on its published list as an educational audit provider. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in applicable Office of Management and Budget Circulars.

The annual audit will be completed and forwarded to the District, the County Superintendent of Schools, the State Controller, and to the CDE by the 15th of December of each year. The financial officer, along with the audit committee and relevant Charter School administrators, will review any audit exceptions or deficiencies and report to the Charter School Board of Directors with recommendations on how to resolve them. The Board will submit a report to the District describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District along with an anticipated timeline for the same. Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel ("EAAP") in accordance with applicable law.

The independent financial audit of the Charter School is public record to be provided to the public upon request.

Further, the District Board shall have the right to request or conduct an audit at any time of the year. The cost for such audit shall be borne by the District if the audit reveals no financial or enrollment discrepancies resulting in under or over-reporting of greater than three percent (3%) total; in all other cases, NOVA Academy ECHS shall bear the cost of the audit.

Attached as Exhibit 28, please find the 2010-11 independent financial audit of NOVA Academy ECHS.

CLOSURE PROTOCOL

Governing Law: A description of the procedures to be used if the charter school closes. The procedures shall ensure a final audit of the school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records. California Education Code Section 47605(b) (5)(P)

School Assets

Closure of the Charter School will be documented by official action of the Board of Directors. The action will identify the reason for closure. The official action will also identify an entity and person or persons responsible for closure-related activities.

The Board of Directors will promptly notify parents and students of the Charter School, the District, the County Office of Education, the Charter School's SELPA, the retirement systems in which the Charter School's employees participate (e.g., Public Employees' Retirement System, State Teachers' Retirement System, and federal social security), and the California Department of Education of the closure as well as the effective date of the closure. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the pupils' school districts of residence; and the manner in

which parents (guardians) may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.

The Board will ensure that the notification to the parents and students of the Charter School of the closure provides information to assist parents and students in locating suitable alternative programs. This notice will be provided promptly following the Board's decision to close the Charter School.

The Board will also develop a list of pupils in each grade level and the classes they have completed, together with information on the pupils' districts of residence, which they will provide to the entity responsible for closure-related activities.

As applicable, the Charter School will provide parents, students and the District with copies of all appropriate student records and will otherwise assist students in transferring to their next school. All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C § 1232g. The Charter School will ask the District to store original records of Charter School students. All records of the Charter School shall be transferred to the District upon Charter School closure. If the District will not or cannot store the records, the Charter School shall work with the County Office of Education to determine a suitable alternative location for storage.

All state assessment results, special education records, and personnel records will be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

As soon as reasonably practical, the Charter School will prepare final financial records. The Charter School will also have an independent audit completed within six months after closure.

The Charter School will pay for the final audit. The audit will be prepared by a qualified Certified Public Accountant selected by the Charter School and will be provided to the District promptly upon its completion. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to the charter school.

The Charter School will complete and file any annual reports required pursuant to Education Code section 47604.33.

On closure of the Charter School, all assets of the Charter School, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending the Charter School, remain the sole property of the Charter School and shall be distributed in accordance with the Articles of Incorporation upon the dissolution of the non-profit public benefit corporation to another public educational entity. Any assets acquired from the district of District property will be promptly returned upon Charter School closure to the District. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for

entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

On closure, the Charter School shall remain solely responsible for all liabilities arising from the operation of the Charter School.

As the Charter School is operated by a non-profit public benefit corporation, should the corporation dissolve with the closure of the Charter School, the Board will follow the procedures set forth in the California Corporations Code for the dissolution of a non-profit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

As specified by the Budget in Exhibit 15, the Charter School will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

INFORMATION EXCHANGE

NOVA Academy ECHS agrees to permit the District to inspect and receive copies of all records relating to the operation of NOVA Academy ECHS, including financial, personnel, and pupil records. NOVA Academy ECHS shall promptly comply with all such reasonable written requests in accordance with Education Code Section 47604.3. The records of the Charter School are public records under the California Public Records Act.

FUNDING

Direct Funded Charter School Status

NOVA Academy ECHS will act as its own fiscal agent and will receive the maximum revenue provided by law. The Charter School will meet all funding conditions and requirements imposed by city, state and federal mandates. The Charter School receives funding directly from the State California through the County Office of Education in accordance with applicable law.

Any loan program, grant, or other funding which NOVA Academy ECHS obtains from any source, including without limitation, the State of California, shall provide that the District shall have no liability whatsoever for NOVA Academy ECHS's failure to pay. Future funding requests for City, redevelopment agency, CDBG, or empowerment zone funds shall be made in cooperation with the District, as detailed in the Memorandum of Understanding (if applicable). NOVA Academy ECHS and the District will abide by a joint public funding plan and proactive legislative advocacy plan detailed in the Memorandum of Understanding (if applicable). NOVA Academy ECHS will secure guarantors for any loans pursued prior to the date the Memorandum of Understanding (if applicable) is finalized.

NOVA Academy ECHS may secure funding without the pre-approval of the District.

SAUSD will cooperate as necessary with NOVA Academy ECHS for the Charter School to receive funding from new or "one-time" funding sources available to charter schools if NOVA Academy ECHS is eligible under State criteria. NOVA Academy ECHS will also receive funding from related legislation to the extent that NOVA Academy ECHS and its students

generate such entitlements. The Charter School shall have all rights pursuant to Education Code Section 47636 to negotiate for a share of operational funding from the services described therein.

NOVA Academy may accumulate financial reserves and revenues in excess of expenditures without limitation. It may invest its reserves according to NOVA Academy Board policies.

The District shall charge NOVA Academy ECHS for supervisory oversight of NOVA Academy ECHS up to any maximum permitted by law (currently described and limited in Education Code Section 47613). NOVA Academy ECHS acknowledges that the District's actual costs in conducting its oversight obligations will meet or exceed the maximum percentage permitted by law and the District shall not be required to submit documentation of its actual oversight costs.

No state or federal funds generated by ADA from this Charter may be transferred or used to start or operate any charter school in another district (whether or not the school is operating at the time this Charter is approved) without the prior approval of the District Board of Education.

External Grants

NOVA Academy ECHS may apply for and participate in externally funded projects, public or private. The District will support and help the Charter School in applying for externally funded projects. Likewise, the Charter School will help and support the District in applying for externally funded projects when the District deems it appropriate. When mutually agreeable, the two will collaborate on such grants. In any case, each will inform the other when one makes such a grant application that, if granted, may be shared with, benefit or materially affect the other.

VII. IMPACT ON THE DISTRICT

Governing Law: Potential civil liability effects, if any, upon the school and upon the District – California Educational Code Section 47605(g).

This section is intended to fulfill the terms of California Educational Code Section 47605(g) and provides information regarding the potential civil liability effects of NOVA Academy ECHS on the District.

NOVA Academy ECHS shall be operated by a California non-profit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Service Code and California Revenue and Taxation Code Section 23701d. The specific purposes for which the corporation is organized are for the operation of a California public charter school for educational services in accordance with the California Educational Code Section 47600, *et seq.*

Pursuant to Education Code Section 47604(c), an entity that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors or omissions by the Charter School if the authority has complied with all oversight responsibilities required by law. The Charter School shall work diligently to assist the District in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other District-requested protocol to ensure the District shall not be liable for the operation of the Charter School.

Further, Charter School and District shall enter into a memorandum of understanding, wherein indemnity of the District for the actions of the Charter School under this charter shall be agreed upon.

The corporate bylaws of Charter School shall provide for indemnification of the NOVA Academy Board, officers, agents, and employees, and the Charter School will purchase general liability insurance, Board Members and Officer's insurance, and fidelity bonding to secure against financial risks.

Insurance amounts will be determined as stated above.

The Charter School Board will institute appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

INDEMNIFICATION

With the exception of the District's indemnification obligations related to the District's provision of special education services as specifically described in the charter above, and with the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of the District, the Charter School agrees to indemnify, defend, and hold harmless the District and its Board, Board members, officers, administrators, employees, agents, representatives, volunteers, successors, and assigns (collectively hereinafter "District and District Personnel") against any and all claims, demands, actions, causes of action, suits, losses,

expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against District and/or District Personnel that may be asserted or claimed by any person, firm, or entity which may in any way arise out of or in connection with performance under the Charter by the Charter School, their board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns. The Charter School and its Board's obligation to defend the District and the other indemnities identified herein is not contingent upon there being an acknowledgment or determination of the merit of any claim, demand, action, cause of action, or suit.

VIII. OTHER CHARTER ELEMENTS

CHARTER TERM AND RENEWAL

The District Governing Board took action at its meeting of November 13, 2012, to approve renewal of NOVA Academy ECHS's Charter as revised and set forth in this written document, for a renewal term of five years, July 1, 2013 through and including June 30, 2018. The revised terms of this Charter (as set forth herein) shall go into effect immediately upon approval of renewal of the NOVA Academy ECHS Charter by the District Governing Board, and shall be in full force and effect for the term of the Charter renewal. The charter shall be submitted and considered for renewal in accordance with Education Code Section 47607.

INSPECTIONS

SAUSD may inspect or observe any part of NOVA Academy ECHS at any time, but shall endeavor to provide reasonable notice to the Director of Charter Schools or Principal of NOVA Academy ECHS prior to any observation or inspection. Inspection, observation monitoring, and oversight activities may not be assigned or subcontracted to a third party by SAUSD without the mutual consent of the NOVA Academy Board, except with respect to persons or entities with whom District may contract for the provisions of services to students with exceptional needs.

MATERIAL REVISIONS

Material revisions to this charter must be approved by SAUSD in accordance with Education Code Section 47607. The District shall review any proposed revisions to determine if they are material.

SEVERABILITY

If any provision or any part of this charter is for any reason held to be invalid and/or unenforceable, or contrary to public policy, law, or statute and/or ordinance, the remainder of the agreement shall not be affected thereby and shall remain valid and fully enforceable.

DEBTS AND OBLIGATIONS

NOVA Academy ECHS shall be solely responsible for all costs and expenses related to this Charter and its operation, including, but not limited to, costs of insurance, reserves, staff and operations.

NOVA Academy ECHS shall have no authority to enter contracts for or on behalf of the District. Any contracts, purchase orders, or other documents which are not approved or ratified by the District Governing Board as required by law, including, but not limited to, Education Code Section 17604, shall be unenforceable against the District and shall be NOVA Academy ECHS's sole responsibility.

NOVA Academy ECHS shall require that the following language is included in any and all contracts entered into by those entities:

NOVA Academy Early College High School and/or NOVA Academy, Inc. shall have no authority to enter contracts for or on behalf of the Santa Ana Unified School District. Any contracts, purchase orders, or other documents which are not approved or ratified by the Santa Ana Unified School District Governing Board as required by law, including, but not limited to, Education Code Section 17604, shall be unenforceable against the Santa Ana Unified School District and shall be NOVA Academy Early College High School and/or NOVA Academy Inc.'s sole responsibility.

INDEPENDENT ENTITY

NOVA Academy ECHS and NOVA Academy, Inc., and their respective officers, board members, employees and volunteers, shall operate and provide the school services pursuant to this Charter as a wholly independent entity. Santa Ana Unified School District and NOVA Academy ECHS/NOVA Academy, Inc. shall not in any way or for any purpose become or be deemed to be agents, partners, joint venturers, or a joint enterprise. The District shall not be liable for the actions or liabilities of NOVA Academy ECHS and/or NOVA Academy, Inc.

ATTACHMENTS, EXHIBITS, AND APPENDICES

All of the attachments, exhibits, and appendices to this Charter are hereby incorporated herein and made a part hereof by this reference.

AGENDA ITEM BACKUP SHEET
July 22, 2014

Board Meeting

TITLE: Authorization of Sublease Agreement Between El Sol Science & Arts Academy and Share Our Selves Corporation

ITEM: Consent

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorize for El Sol Science & Arts Academy and Share Our Selves Corporation to enter into a sublease agreement.

As per Ground Lease Agreement Section 21 - Assignment or Sublease. Lessee may not sublet the Project or assign this Ground Lease, or any interest therein, without the prior consent in writing from the District; the District's decision regarding consent will not be unreasonably delayed. Any sublet or assignment must be made to an entity operating a program approved by the District.

RATIONALE:

This Sublease Agreement will allow El Sol Science & Arts Academy to sublet a portion of the property to Share Our Selves Corporation (SOS) for the SOS El Sol Wellness Center. Approval is subject to the parties executing the attached agreement. This agreement will confirm that SOS will comply with the terms of the Ground Lease, that El Sol will not be excused from liability, that the District is not making any representations regarding the sublease or property, and that SOS will indemnify the District for any claims arising from their use.

FUNDING:

Not Applicable

RECOMMENDATION

Authorize the sublease agreement between El Sol Science & Arts Academy and Share Our Selves Corporation.

SUBLEASE AGREEMENT

This Sublease Agreement (“Sublease”), dated as of January 14, 2014, is made by and between El Sol Science & Arts Academy of Santa Ana, a California nonprofit public benefit corporation (“Landlord”), and Share Our Selves Corporation, a nonprofit California corporation (“Tenant”). Tenant and Landlord are referred to herein collectively as the “Parties,” or individually a “Party”. This Sublease shall only be effective upon the written consent of: (i) District (as defined below), (ii) SAEF (as defined below), and (iii) the Lenders (as defined below).

RECITALS:

- A. The Santa Ana Unified School District, a public school district organized and existing under the laws of the State of California (“District”), as lessor, and Landlord, as lessee, are parties to that certain Ground Lease (“Lease”), dated as of October 18, 2011, as amended by the First Amendment to Ground Lease dated as of March 27, 2013 (“First Amendment”), relating to the real property commonly referred to as 1010 N. Broadway and 325 and 329 Halesworth Street, Santa Ana, California 92701 (“Property”). A copy of the Ground Lease is attached hereto as **Exhibit “A”**, and incorporated herein by this reference. A copy of the First Amendment is attached hereto as **Exhibit “B”**, and incorporated herein by this reference. The Lease and the First Amendment shall be referred to collectively herein as the “Ground Lease”. Landlord, as assignor, and SAEF 1010 North Broadway LLC, a California limited liability company (“SAEF”), as assignee, are parties to that certain Assignment and Assumption of Lease dated as of April 18, 2013 (“Assignment”). A copy of the Assignment is attached hereto as **Exhibit “C”**, and incorporated herein by this reference. Pursuant to the terms of the Assignment, Landlord has assigned its entire estate, right, title, interest and obligations under the Ground Lease to SAEF. Capitalized terms used in this Sublease that are not otherwise defined shall have the meanings set forth in the Ground Lease.
- B. SAEF, as landlord, and Landlord, as tenant, are parties to that certain Sublease Agreement (“Sublease Agreement”) dated as of April 18, 2013. A copy of the Sublease Agreement is attached hereto as **Exhibit “D”**, and incorporated herein by this reference. Pursuant to the terms of the Sublease Agreement SAEF has subleased the Property on which the Premises are located (as defined below) to Landlord.
- C. Landlord and Tenant desire to provide for the subletting of a portion of the Property to Tenant.
- D. Landlord and Tenant initiated the SOS El Sol Wellness Center (“Center”) in 2011. The Center has had a significant impact on Landlord’s students and families. The Center currently operates in an overcrowded module. This Sublease reflects the intent of Landlord and Tenant to relocate and continue the operations of the Center in a new building that will be constructed on the Premises (described below), thereby responding to the commitment of Landlord and Tenant to offer Landlord’s students and their families as well as the community medical and wellness care.

NOW THEREFORE, Landlord and Tenant hereby agree as follows:

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

1.1. **Sublease.**

(a) This Sublease is and shall be at all times subject and subordinate to the Ground Lease and the Sublease Agreement.

(b) The terms, conditions and respective obligations of Landlord and Tenant to each other under this Sublease shall be subject to the terms and conditions of the Ground Lease and the Sublease Agreement, except for those provisions of the Ground Lease and Sublease Agreement which are directly contradicted by this Sublease, in which event, as between Landlord and Tenant, the terms of this Sublease shall control over the Ground Lease and the Sublease Agreement. Therefore, for the purposes of this Sublease, wherever in the Ground Lease or the Sublease Agreement the word "District" or "Landlord" is used it shall be deemed to mean the Landlord herein and wherever in the Ground Lease or the Sublease Agreement the word "Lessee" or "Tenant" is used it shall be deemed to mean the Tenant herein. Landlord agrees to maintain the Sublease Agreement in effect during the entire term of this Sublease. During the term of this Sublease and for all periods subsequent for obligations which have arisen prior to the termination of this Sublease, Tenant does hereby expressly assume and agree to perform and comply with, for the benefit of Landlord and the District and the Landlord under the Sublease Agreement, each and every obligation of the Lessee under the Ground Lease and Tenant under the Sublease Agreement, including, but not limited to, all obligations to maintain insurance, as these obligations are applicable to the Premises, the Building and the Improvements (as defined below). The obligations that Tenant has assumed under this paragraph are hereinafter referred to as the "Tenant's Assumed Obligations." Landlord and Tenant acknowledge and agree that Tenant shall not be assuming any obligation under sections: 1-13, 15, 16, 26, 29, 31, 36, 37, 38, 45, Exhibits "A"- "E" of the Ground Lease or sections: 1-5, 6.1, 8.1, 8.2., 8.3 8.7, 21 of the Sublease Agreement. Tenant shall hold Landlord free and harmless from all liability, judgments, costs, damages, claims or demands, including reasonable attorney's fees, arising out of Tenant's failure to comply with or perform Tenant's Assumed Obligations.

1.2. **Premises.** The "Premises" includes: (i) the Building (as defined below), and (ii) non-exclusive access to the parking lots adjacent to the Building and to other parking lots used by Tenant as approved by Landlord ("**Parking Lots**") which shall be part of the Improvements (as defined below) on the terms set forth herein. Tenant shall have the right to park vehicles in the Parking Lots; provided, however, that (a) Tenant shall comply with any rules and regulations related to parking at the Property, and (b) Landlord reserves the right to restrict or prohibit use of the Parking Lots by Tenant at any time.

1.3. **Term.** The term ("**Term**") of this Sublease shall commence ("**Commencement Date**") upon the earlier of: (a) the date the Premises are deemed ready for occupancy by the Landlord and possession thereof is delivered to Tenant; or (b) the date Tenant commences its regular business activities within the Premises. Following the Commencement Date, the Sublease will continue for One Hundred Twenty (120) months ("**Initial Term**"), unless the Sublease is sooner terminated or extended as provided herein ("**Expiration Date**"). Notwithstanding anything in this Sublease to the contrary, in the event Tenant fails to qualify as a FQHC (as defined below) or no longer qualifies as a FQHC, Landlord shall have the right to immediately terminate this Sublease. Landlord and Tenant agree that they shall exclusively engage in negotiations, commencing eighteen (18) months prior to

the Expiration Date and ending twelve (12) months prior to the Expiration Date (“**Extension Termination Date**”), in an attempt to enter into an extension to the Term of this Sublease (“**Extension Agreement**”) on such terms and conditions as are mutually agreeable to Landlord and Tenant. In the event that Landlord and Tenant have not executed an Extension Agreement prior to the Extension Termination Date, the exclusive negotiation period between Landlord and Tenant shall terminate and Landlord shall have no further obligation to negotiate with Tenant.

- 1.4. **Base Rent and Contributions.** Tenant shall guarantee and contribute six hundred thousand dollars (\$600,000.00) to the construction of the Building (“**Tenant Construction Amount**”). Tenant represents that it has provided to Landlord true and correct copies of its available financial statements, to evidence its capacity to fulfill the guarantee. Within ten (10) business days after: (i) signing of this Sublease, (ii) approval of this Sublease by the District, SAEF and the Lenders, and (iii) written notice from Landlord to Tenant, Tenant shall pay Landlord three hundred thousand dollars (\$300,000.00), which Landlord will deposit in an account in the name of Landlord which shall be designated to pay for construction of the Improvements, with Landlord being the signatory on such account (“**Construction Account**”). Landlord shall have the right to draw down all funds in the Construction Account for the construction of the Building and Improvements based on the project budget and applications for project payment related to completed construction approved by Landlord’s construction consultant Pacific Charter School Development, and SAEF within ten (10) days of receipt of such application for payment. Tenant shall provide the second and final installment of three hundred thousand dollars (\$300,000.00) to Landlord for deposit to the above mentioned Construction Account within ten (10) days of notice from the Landlord that not less than \$300,000 has been spent on construction hard costs for the Improvements (defined below). Landlord shall have the right to use the Tenant Construction Amount as Landlord determines in the construction of the Building and Improvements. In recognition of Tenant’s contribution of the Tenant Construction Amount for construction of the Building, Landlord agrees that base rent (“**Base Rent**”) will be fully abated during the Initial Term, such that Tenant will have no obligation to pay Base Rent during the Initial Term. Notwithstanding, in the event the Sublease is terminated in accordance with the provisions herein prior to expiration of the Initial Term, Tenant expressly acknowledges and agrees that it will not be entitled to reimbursement, recoupment, set-off or other monetary compensation for any funds contributed for construction of the Building. Base Rent is payable in advance every month by no later than the first day of that month. If the first or last period for which Base Rent is due is not a full month, then such Base Rent shall be prorated based on the number of days in that period over the number of days in that month.

2. **Premises.**

- 2.1. **Condition of Premises, Building and Improvements.** Attached hereto as **Exhibit “E”** is a description of the plans and specifications for the improvements to the Premises (“**Plans and Specifications**”) to be constructed by Landlord, consisting of a one (1) story approximately four thousand (4,000) square foot building (“**Building**”), and (ii) certain related improvements such as parking spaces, ramps, sidewalks and landscaping (“**Improvements**”). The Plans and Specifications have been approved by Tenant and have been submitted by Landlord to the California Division of State Architect (“**DSA**”) for approval. Landlord may modify the Plans and Specifications as reasonably necessary to obtain approval for the construction from DSA. Tenant shall accept the Building and

Improvements as delivered, provided that they are in material compliance with the Plans and Specifications, as approved by DSA. For all purposes of this Sublease, the Building and Improvements shall be deemed to be completed upon the issuance of a certificate of occupancy by the City of Santa Ana, DSA, or such other equivalent certificate as permits the Tenant to use the Building and Improvements (“**Completion Date**”), provided that notwithstanding the issuance of such permits, Landlord shall cause any remaining “punch-list” items to be promptly completed at no cost to the Tenant. Tenant hereby acknowledges and agrees to accept the Building and Improvements in their “as is” condition on the Completion Date. All references in this Sublease to the “Premises” shall be deemed to include the Improvements and the Building.

- 2.2. Landlord is responsible for the funding and construction of the Building and Improvements. Tenant acknowledges and agrees that such construction shall only occur with Proposition 10 funds or through grants and gifts. Prior to construction commencing on the Building, if in Landlord’s sole judgment the cost of the Building and Improvements will exceed available resources, Landlord shall have the right to terminate this Sublease or delay the commencement of construction of the Building and Improvements until Landlord has the resources to finish the construction of the Building and Improvements without the need to incur any additional debt. Landlord cannot increase its present debt related to construction of the first school building for the capital costs of the Building and Improvements, without review and approval of the school building Lenders. All grants and gifts that relate to construction, repair and services provided at the Building and Improvements must flow through, and be in the control of Landlord unless Landlord has consented in writing to such funds being received by Tenant.
- 2.3. **Signage.** Tenant shall have the right to place an exterior sign on the Premises; provided, however, that: (i) Landlord shall have the right to review and approve of any such signage, which approval shall not be unreasonably withheld, and (ii) Tenant must comply with all codes, laws, or restrictions pertaining to such signage, including any applicable City of Santa Ana municipal codes, and obtain all permits necessary for such signage.
- 2.4. **Compliance.** If the applicable building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances (“**Applicable Requirements**”) require, during the Term, the construction of an addition to or an alteration of the Premises or any portion of the Building or Improvements, the remediation of any Hazardous Substance (as defined below), or the reinforcement or other physical modification of the Premises, Building or Improvements the Tenant hereby agrees to undertake and complete such construction, alteration, remediation, reinforcement or other modification (“**Capital Expenditure**”), and the costs therefor shall be incurred solely by Tenant. Any work to be completed by Tenant under the terms of this paragraph must be approved by Landlord.
- 2.5. **Acknowledgements.** Tenant acknowledges that its acceptance of the Building and Improvements on the Completion Date shall be conclusive evidence that Tenant has made all investigations and inspections as it deems necessary with respect to the suitability of the Building and Improvements as it relates to Tenant’s occupancy thereof and the compliance of the Building and Improvements with the Applicable Requirements as of the Completion Date. Landlord will cooperate with Tenant to enforce: (i) any manufacturer’s warranty that Landlord received from any manufacturer of components used at the Building, and (ii) any warranty that Landlord receives from the contractor(s) who built the

Building and Improvements. Tenant shall be responsible and fund the capital costs of the equipment to be used by Tenant at the Premises. Landlord shall have the right to review and approve all debt and costs incurred for the equipment by Tenant, said approval not to be unreasonably withheld. Tenant recognizes that Landlord is not in a position to render any of the services or to perform any of the obligations required by District or SAEF by the terms of this Sublease. Therefore, notwithstanding anything to the contrary contained in this Sublease, Tenant agrees that performance by Landlord of its obligations hereunder are conditional upon due performance by District and/or SAEF of its corresponding obligations under the Lease and Sublease Agreement. Landlord shall not be liable to Tenant for any default of District and/or SAEF under the Lease or Sublease Agreement. Tenant shall not have any claim against Landlord by reason of District's or SAEF's failure or refusal to comply with any of the provisions of the Lease or Sublease Agreement, unless such failure or refusal is a result of Landlord's act or failure to act, and Tenant shall pay Rent and all other charges provided for herein without any abatement, deduction or set-off whatsoever. Tenant covenants and warrants that it fully understands and agrees to be subject to and bound by all of the covenants, agreements, terms, provisions and conditions of the Lease and Sublease Agreement, except as modified herein, which apply to the Building, Improvements or the Premises. Tenant further covenants not to take any action or do or perform any act or fail to perform any act which would result in the failure or breach of any of the covenants, agreements, terms, provisions or conditions of the Lease or Sublease Agreement on the part of the Tenant thereunder. Whenever the consent of Landlord shall be required by, or Landlord shall fail to perform its obligations under, the Lease, Landlord agrees to use commercially reasonable efforts to obtain such consent and/or performance on behalf of Tenant. So long as Tenant is not in default under this Sublease beyond all applicable notice and cure periods, Landlord covenants as follows: (a) not to voluntarily terminate the Lease or Sublease Agreement (except (1) in the event of damage or destruction or condemnation and in accordance with Landlord's rights under the Lease, or (2) in any other manner in which Tenant's rights hereunder are preserved); (b) not to modify the Lease or Sublease Agreement so as to adversely affect Tenant's rights hereunder; and (c) to take all commercially reasonable actions necessary to preserve the Lease and Sublease Agreement.

- 2.6. **Equipment.** Landlord shall furnish the equipment and furnishings listed on Exhibit F hereto (the "Equipment") for use by Tenant on the Premises. Tenant shall maintain and preserve the Equipment in good working order and condition throughout the Term, and return the Equipment (including any replacements thereof) to Landlord at the end of the Term in good working order and condition. No portion of the Equipment, including any replacements thereof, shall be removed from the Premises, demolished or materially altered (except for normal repair or replacement) without Landlord's prior written consent, which consent shall not be given until Landlord has received prior written consent from the Lender (as hereinafter defined). Tenant shall promptly notify Landlord of any structural or other material defect or deficiency in the Equipment and Landlord shall diligently correct the same.
3. **Reserve Fund.** Tenant shall contribute to a reserve fund ("**Reserve Fund**") for the operation and maintenance of the Building. Tenant shall deposit fifty thousand dollars (\$50,000.00) to the Reserve Fund not later than the first anniversary of the Commencement Date. Thereafter Tenant shall contribute an additional twenty thousand dollars (\$20,000.00) per year to the Reserve Fund, and shall continue to make such annual contributions until the Reserve Fund

balance is not less than one hundred fifty thousand dollars (\$150,000.00). Annual contributions due pursuant to the preceding sentence shall be made not later than the anniversary of the Commencement Date. The Reserve Fund shall be established at City National Bank ("Bank") with Tenant as the sole signer on the Reserve Fund. The Reserve Fund shall be used solely for emergency, non-recurring, maintenance and repairs of the Building (these shall include non-recurring unscheduled repairs including, but not limited to: leaking roof, broken windows, flooding, broken pipes). Tenant shall provide Landlord with quarterly statements from the Bank which provide the balance in the Reserve Fund. Upon the termination of this Sublease, so long as Tenant is not in default under the terms of Section 7.1 of this Sublease, any funds remaining in the Reserve Fund shall be returned to Tenant. In the event that Tenant has defaulted under Section 7.1 of this Sublease, Landlord shall have the right to use the funds in the Reserve Funds to repair any damage that Tenant was responsible for repairing. In the event there are any funds in the Reserve Funds after such repairs, Tenant shall be entitled to any excess, if any. The right of Landlord to use the Reserve funds for these repairs shall not limit or restrict any other rights or defenses of Landlord against Tenant.

4. **Rent and Expenses.**

4.1. **Rent Defined.** Subject to the terms of Section 4.7 below, Base Rent, Expenses (as defined below), Additional Rent (as defined below) and all other monetary obligations of Tenant to Landlord or to third parties arising under the terms of this Sublease are deemed to be rent ("**Rent**"). "Additional Rent" shall include any amounts: (i) Landlord pays in connection with the Premises or the Building which are not the responsibility of Landlord, and (ii) any amounts Landlord pays in connection with the Sublease Agreement (Landlord shall have the right to apportion such costs to Tenant on any reasonable basis that Landlord determines) and (iii) and Expenses Landlord incurs pertaining to the Parking Lots, as allocated to Tenant hereunder

4.2. **Expenses.** Notwithstanding the fact that Landlord was responsible for supervising the construction of the Building, **upon completion of the Building**, Tenant shall be responsible for all subsequent Expenses allocable to the Building, which Tenant shall pay directly, or if billed to Landlord, within thirty (30) days after receiving a statement from Landlord itemizing (with reasonable description) all charges included thereon, reimbursing Landlord therefor. In addition, if and to the extent that Tenant uses any portion of the Parking Lots, "Expenses" shall also mean all costs incurred by Landlord for the Parking Lots based upon Tenant's usage of the Parking Lots as reasonably determined by Landlord. In addition, Tenant shall pay all costs incurred by Landlord as provided in Section 7.2, below.

"**Expenses**" shall mean all costs and expenses of the ownership, operation, maintenance, repair or replacement, and insurance of the Building or Parking Lots, including, by way of illustration only, and not by way of limitation:

(i) Gross receipts taxes, whether assessed against the Landlord or assessed against the Tenant and collected by the Landlord;

(ii) Water, sewage, and waste or refuse removal charges (all utilities for the Premises shall be separately metered to the extent allowed and Tenant shall be responsible for the cost and expense, if any, for such separate meters);

(iii) Gas, electricity, telephone and other utilities;

(v) Air conditioning & heating (and maintenance contracts for the HVAC system);

(vi) Elevator maintenance (if any);

(vii) Supplies, materials, labor, equipment, and utilities used in or related to the operation and maintenance of the Premises, Building, or Parking Lots;

(viii) All maintenance, replacement and repair costs including, without limitation, janitorial, cleaning and repair services relating to the Premises or Parking Lots and all improvements thereon, including, without limitation, air conditioning systems, landscaping, service areas, building exteriors (including painting), signs and directories, repairing and replacing roofs, walls, janitorial (if any is supplied), capital improvements and upgrades, and cost of compliance with applicable laws;

(ix) Capital improvements made to the Building or Parking Lots (whether funded in full or amortized with reasonable financing charges) which may be required by any government authority or which will improve the operating efficiency of the Building or Parking Lots;

(x) Real Property Taxes (as defined in Section 10.1) related to the Building or Parking Lots ;

(xi) Insurance premiums for such policies obtained pursuant to the terms of this Sublease, or policies deemed necessary or appropriate by Landlord with respect to the Parking Lots;

(xii) Any rent payable by Landlord pursuant to any offsite parking space lease or any similar agreement entered into by Landlord during the Term which provides for parking spaces for the Premises (with Tenant's share thereof being based on the number of parking spaces actually allotted to Tenant).

4.3. **Rent.** In addition to Base Rent and Expenses, Tenant shall be responsible for the payment of Additional Rent. Additional Rent shall be paid by Tenant to Landlord on demand or, if such Additional Rent is ongoing and can be calculated on a periodic basis, on a monthly basis pursuant to a written schedule from time to time delivered by Landlord.

4.4. **Payment.** Tenant shall cause all Rent payable to Landlord under this Sublease to be received by Landlord in lawful money of the United States on or before the day on which it is due, without offset, abatement or deduction. Rent for any period during the Term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent due to Landlord shall be made to Landlord at its address stated herein or to such other persons or place as Landlord may from time to time designate in writing.

4.5. **Budgeting Rent.** The Tenant covenants to take such action as may be necessary to include all such payments of Rent due hereunder in its annual budgets, to make, as necessary, annual appropriations for all such payments and to take such action annually as shall be required to provide funds in such year for such payments of Rent.

4.6. **Accounting.** If the Landlord so requests in writing, Tenant agrees to provide Landlord with an annual, or more frequent, accounting of the Expenses paid for the current calendar year.

4.7. **Disputes.** If Tenant disputes the amount of Expenses due hereunder, Tenant shall have the right, after payment to Landlord of the amount in dispute, and after reasonable notice and at reasonable times, to inspect Landlord's accounting records relating to Expenses at Landlord's accounting office (the "Expense Accounting"). If, after such inspection Tenant still disputes the amount of additional rent owed, a certification as to the proper amount shall be made by Landlord's accountant, which certification shall be deemed to be final and conclusive. Tenant agrees to pay the cost of such certification unless it is determined that Landlord's original statement overstated Expenses by more than ten percent (10%) in which case Landlord shall pay the costs of such certification. Tenant's right to dispute the amount of Expenses shall continue for a period of thirty (30) days following Landlord's delivery of the Expense Accounting, after which the Expense Accounting shall be conclusively presumed to be accurate and binding on the Parties.

5. **Restricted Access Campus.**

5.1. Any Tenant employees, consultants, and contractors who will have access to the Landlord's campus must be authorized as provided in this section. Tenant will provide Landlord with a list of the names of Tenant personnel who may have contact with Landlord pupils in the performance of services hereunder (collectively, the "Affected Persons"), and will update this list for changes in Tenant personnel. Tenant will require each Affected Person to submit to live scan fingerprinting in accordance with standard Landlord protocols, and will prohibit all persons from entering the Premises until Landlord has obtained necessary clearances (typically about two weeks). Landlord will obtain a report confirming that such Affected Person has not been convicted of a serious crime. In addition to the foregoing, Landlord may require that Affected Persons submit to tuberculosis testing and additional background checks and testing at Landlord's sole reasonable discretion. Any clearance granted by Landlord may be revoked in its sole and absolute discretion. In this Sublease, an Authorized Staff is an Affected Person who has been cleared through Landlord's normal screening protocols.

5.2. Tenant shall ensure that all individuals employed, contracted, and/or otherwise engaged by Tenant to provide services described herein hold the legally required license(s), certificate(s), or permit(s). In addition, all Authorized Staff must at all times comply with any nondiscriminatory Standards of Conduct that Landlord may adopt, provided that such standards apply equally to the Premises and the rest of the Property. In addition, Tenant shall comply with all legal requirements imposed upon Tenant due to Tenant's interaction with Landlord's pupils, including, but not limited to, the California Department of Education.

6. **Use**

6.1. **Use.**

(a) Tenant shall use and occupy the Premises solely as a Federally Qualified Health Center ("FQHC") and for uses related to the operation of a FQHC ("Agreed Use") and for no other purpose. Tenant represents and warrants for the benefit of Landlord that Tenant currently holds its FQHC status and that Tenant covenants and agrees for the benefit of Landlord that Tenant will maintain its FQHC status throughout the Term of this Sublease. Tenant shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or causes damage to neighboring property or properties. Tenant shall be the sole user of the Premises and

cannot rent space in the Building to others, without the written consent of Landlord, which consent can be withheld in the sole absolute discretion of the Landlord. During the term of this Sublease, without Landlord's written approval, Tenant shall not depart from its commitment to provide quality medical services to the families and children of Landlord, as well as families and children from the community. Tenant shall provide quality services consistent with FQHC status that reflect the needs of the families and children of the Landlord and the community. Tenant, a FQHC, will provide primary care services including case management and referrals for services as appropriate. Changes or modifications to the basic services to be provided by Tenant shall require the approval of Landlord, which consent shall not be unreasonably withheld. All services to be provided by Tenant must be consistent with all conditions of the initial grant provided to Landlord by the Children and Family Commission for the construction of the Premises. Any future grant which may affect the uses of the Premises shall be approved by Landlord and Tenant and to the extent of any effect to the initial grant by the Children and Family Commission. Landlord shall provide a copy to Tenant of any such conditions imposed by any grant from the Children and Family Commission. Tenant shall use its best efforts to coordinate medical and wellness services with other health and wellness services on site provided by other organizations at the request of Landlord or Tenant, and agreed to in writing by Landlord and Tenant (e.g. prevention, education, etc.). Tenant shall submit to Landlord an annual evaluation concerning numbers, profile of the individuals served in the Premises and the impact of such services on their lives and the lives of their families. The data and analysis shall be consistent with that required by the Human Resources Services Administration, the Children and Family Commission, Landlord, and applicable federal and state law, rules and regulations for similar organizations.

(b) Tenant has been provided and has reviewed copies of all QALICB Loan Documents, including, without limitation, the QALICB Loan Agreement, the QALICB Notes, the QALICB Deed of Trust and the QALICB Assignment of Leases (each as defined below). Tenant shall comply with and perform all such obligations which may be required of Tenant in order to permit the Landlord to comply with the QALICB Loan Agreement, including, without limitation, Article VI thereof. Tenant acknowledges that no amendment or modification of this Sublease that has a material effect on Landlord's financing will be effective without the prior written consent of Lender described below. Tenant shall provide Landlord and upon written request the Lender: (i) with all information required to comply with all reporting requirements of the QALICB Loan Documents applicable to Tenant, (ii) all such documentation as Landlord may be obligated to cause Tenant to provide under the terms of, and in accordance with the time requirements of the QALICB Loan Agreement and (iii) such other information as may be reasonably requested by Landlord or Lender. For the purposes of this Sublease, the QALICB Loan Documents shall include those certain documents executed to evidence the certain loan ("**QALICB Loan**") in the amount of \$7,250,239 made by ExED Facilities XI, LLC ("**Lender**") to Landlord as borrower, including without limitation that certain Loan and Security Agreement ("**QALICB Loan Agreement**") between Landlord as borrower and Lender, the Promissory Notes (referred to as Note A, Note B and Note C in the QALICB Loan Agreement) made by Landlord in favor of Lender (collectively the "**QALICB Notes**"), the Construction Leasehold Deed of Trust, Security Agreement, and Fixture Filing dated on or about the date hereof made by Landlord as Trustor in favor of Lender as Beneficiary ("**QALICB Deed of Trust**"), the Assignment of Leases and Rents dated on or about the date hereof made by Landlord in favor of Lender ("**QALICB Assignment of Leases**"), and any other documents executed by Landlord relating to the QALICB Loan. Any loan that is subsequent to (and/or a refinancing of all or part of) the QALICB Loan is referred to as a "**Subsequent Loan**." Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the QALICB Loan Documents. Any loan which is secured by the Premises, if not repaid by the proceeds of the Subsequent Loan, and any Subsequent

Loan, as the same may be amended, supplemented, modified, restructured or replaced are referred to collectively as a "Loan."

6.2. Hazardous Substances.

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

(b) **Duty to Inform Landlord.** If Tenant knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Landlord, Tenant shall immediately give written notice of such fact to Landlord, and provide Landlord with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Tenant Remediation.** Tenant shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Tenant's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Tenant, or pertaining to or involving any Hazardous Substance brought onto the Premises during the Term of this Sublease, by or for Tenant, or any third party.

(d) **Tenant Indemnification.** Tenant shall indemnify, defend and hold Landlord, and the agents, employees, officers, and directors of Tenant harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Tenant. No termination, cancellation or release agreement entered into by Landlord and Tenant shall release Tenant from its obligations under this Sublease with respect to Hazardous Substances, unless specifically so agreed by Landlord in writing at the time of such agreement.

(e) **Hazardous Substance Condition Remediation.** If Tenant becomes aware of a Hazardous Substance Condition (as defined below) occurring during the Term of this Sublease, then Tenant shall notify Landlord and Landlord shall make the investigation and remediation thereof required by the Applicable Requirements, the costs relating thereto constituting an Expense for which Tenant is responsible and this Sublease shall continue in full force and effect, but subject to Landlord's rights under Section 6.2(d). "Hazardous Substance Condition" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance as defined in Section 6.2(a), in, on, or under the Premises which requires repair, remediation, or restoration.

6.3. **Tenant's Compliance with Applicable Requirements.** Except as otherwise specifically provided in this Sublease, Tenant shall, at Tenant's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Landlord's engineers and/or consultants which relate in any manner to the Applicable Requirements, without regard to whether such Applicable Requirements are now in effect or become effective after the Commencement Date. Tenant shall, within ten (10) days after receipt of Landlord's written request, provide Landlord with copies of all permits and other documents, and other information evidencing Tenant's compliance with any Applicable Requirements specified by Landlord, and shall immediately upon receipt, notify Landlord in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Tenant or the Premises to comply with any Applicable Requirements.

7. **Maintenance; Repairs.**

7.1. **Tenant's Obligations.** Subject to the provisions of Section 7.2, below (Landlord Obligations), Tenant shall, at Tenant's sole expense, keep the interior, exterior and structural elements of the Building, Improvements and Premises in good order, condition and repair as well as all equipment located in the Building. To comply with its obligations hereunder, Tenant shall keep the exterior, structural and major utility components of the Building, Improvements, and Premises in good order, condition and repair, including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, walls (interior and exterior), ceilings, floors, windows, doors, plate glass, skylights located in, on, or adjacent to the Premises. Tenant's obligations shall include restorations, replacements or renewals when necessary to keep the Building and all improvements thereon or a part thereof in good order, condition and state of repair. Subject to the provisions of Sections 9 (Damage or Destruction) and 13 (Condemnation), it is intended by the Parties that Landlord have no obligation, in any manner whatsoever, to repair and maintain the Building, or the equipment therein, all of which obligations are intended to be that of the

Tenant. It is the intention of the Parties that the terms of this Sublease govern the respective obligations of the Parties as to maintenance and repair of the Building, Improvements and Premises, and they expressly waive the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Sublease. In addition to the foregoing responsibilities of Tenant, Tenant shall maintain the Building, Premises and Improvements in good condition consistent with its use as a medical and wellness facility and consistent with all federal, state, and local laws and regulations for the operation of a medical and wellness facility.

7.2. Landlord's Obligations. Subject to the provisions of Sections 2.2 (Condition), 9 (Damage or Destruction), and 13 (Condemnation), Landlord shall have no obligation to repair or maintain the Building or the equipment located in the Building. If and to the extent Landlord incurs any obligation for which Tenant is liable under Section 7.1, any reasonable cost incurred relating thereto shall be deemed an "Expense" hereunder which Tenant shall pay. Notwithstanding the foregoing, the Parties agree that Landlord shall undertake all management, maintenance, care and repair of: (i) the landscaping around the building, and (ii) the Parking Lots, but Tenant shall pay, as Additional Rent, all sums reasonably incurred by Landlord in connection therewith, as allocated to Tenant pursuant to this Lease. In addition to these costs, the parties agree that Tenant shall be responsible for paying an additional five percent (5%) of the direct costs, any indirect costs, and management costs of the Landlord for such management and maintenance of the Property. These costs can be reevaluated by the parties every twelve (12) months and adjusted by the Landlord based upon the actual costs incurred by Landlord.

7.3. Utility Installations; Trade Fixtures; Alterations.

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

(b) **Consent.** Tenant shall not make any Alterations or Utility Installations to the Premises without Landlord's prior written consent, except as provided herein. Tenant may make non-structural Alterations or Utility Installations and may make structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Landlord, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, and will not affect the electrical, plumbing, HVAC, and/or life safety systems. Notwithstanding the foregoing, Tenant shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Landlord. Any Alterations or Utility Installations that Tenant shall desire to make and which require the consent of the Landlord shall be presented to Landlord in written form with detailed plans. Consent shall be deemed conditioned upon Tenant's: (i) acquiring all applicable governmental permits, (ii) furnishing Landlord with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a

workmanlike manner with good and sufficient materials. Tenant shall promptly upon completion furnish Landlord with as-built plans and specifications.

(c) **Liens; Bonds.** Tenant shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Tenant at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Tenant shall give Landlord not less than ten (10) days written notice prior to the commencement of any work in, on or about the Premises, and Landlord shall have the right to post notices of non-responsibility. If Tenant shall contest the validity of any such lien, claim or demand, then Tenant shall, at its sole expense defend and protect itself, Landlord and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof.

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

(a) **Ownership.** All Alterations and Utility Installations made by Tenant shall be the property of Tenant. All Tenant Owned Alterations and Utility Installations shall, at the expiration or termination of this Sublease, at the option of the Landlord: (i) be removed by the Tenant, or (ii) become the property of Landlord and be surrendered by Tenant with the Premises. Any furniture or other Property owned or supplied to the Premises by Landlord shall remain the property of Landlord.

(b) **Surrender and Restoration.** Tenant shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Tenant shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, furnishings, and equipment as well as the removal of any storage tank installed by or for Tenant. Tenant shall completely remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Tenant, even if such removal would require Tenant to perform or pay for work that exceeds statutory requirements. Trade Fixtures shall remain the property of Tenant and shall be removed by Tenant. Any personal property of Tenant not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Tenant and may be disposed of or retained by Landlord as Landlord may desire. The failure by Tenant to timely vacate the Premises pursuant to this Section 7.4(b) without the express written consent of Landlord shall constitute a holdover under the provisions of Section 23 below.

8. **Insurance; Indemnity.**

8.1. **Liability.** Tenant shall keep in force the following policies: (i) general liability insurance in an amount not less than \$2,000,000.00 general aggregate, \$1,000,000.00 each occurrence, (ii) employer liability of \$1,000,000.00, (iii) business automotive liability insurance \$1,000,000.00 each accident-combined single limit of bodily injury and property damage to include underinsured and uninsured motorist, (iv) workers compensation limits as required by law, and (v) excess or umbrella coverage in an amount not less than \$3,000,000.00. The premium for such insurance shall be deemed an "Expense" hereunder. Tenant shall name Landlord, Lender, and any additional parties requested by Landlord or Lender as an additional insured on all such policies. All insurance companies must have and AM Best rating of at least A VIII. All insurance

policies shall provide that Landlord shall be provided thirty (30) days advance written notice of any cancellation of insurance coverage.

- 8.2. **Property.** Tenant shall obtain and keep in force a policy or policies of property insurance in the name, and for the benefit, of Landlord, with loss payable to Landlord and to any lender insuring loss or damage to the Premises in an amount not less than then full Replacement Cost (defined below). The premium for such insurance shall be deemed an "Expense" hereunder. Tenant shall name Landlord as an additional insured on all such policies. All insurance companies must have and AM Best rating of at least A VIII. All insurance policies shall provide that Landlord shall be provided thirty (30) days advance written notice of any cancellation of insurance coverage.
- 8.3. **Rental Interruption.** At such time as Tenant shall be paying Base Rent, Tenant shall also obtain and keep in force, for the benefit of the Landlord, rental interruption insurance insuring Landlord for the amounts of Base Rent arising from an interruption of the payment of the Base Rent otherwise payable by Landlord hereunder. The premium for such insurance shall be deemed an "Expense" hereunder.
- 8.4. **Waiver of Subrogation.** Without affecting any other rights or remedies, Tenant and Landlord each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Landlord or Tenant, as the case may be, so long as the insurance is not invalidated thereby.
- 8.5. **Indemnity.** Except for Landlord's gross negligence or willful misconduct, Tenant shall indemnify, protect, defend and hold harmless the Premises, Landlord and its agents, partners, members, directors, officers and lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Tenant. If any action or proceeding is brought against Landlord by reason of any of the foregoing matters, Tenant shall upon notice defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord and Landlord shall cooperate with Tenant in such defense. Landlord need not have first paid any such claim in order to be defended or indemnified.
- 8.6. **Exemption of Landlord from Liability.** Landlord shall not be liable for injury or damage to the person or goods, wares, merchandise or other property of Tenant, Tenant's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or from other sources or places.

9. **Damage or Destruction.**

9.1. **Definitions.**

(a) **“Damage”** shall mean damage or destruction to the Building on the Premises.

(b) **“Insured Loss”** shall mean Damage which was caused by an event required to be covered by the insurance described in Section 8.2, irrespective of any deductible amounts or coverage limits involved.

(c) **“Replacement Cost”** shall mean the cost to repair or rebuild the improvements owned by Landlord at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

9.2. **Damage -Insured Loss.** Subject to the terms of the Ground Lease, Landlord shall be entitled to any and all insurance proceeds that are available as a result of the Damage. If Damage that is an Insured Loss occurs, then Tenant shall be entitled to use the insurance proceeds that are actually collected as a result of the Damage to repair the Damage as soon as reasonably possible and this Sublease shall continue in full force and effect. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to affect such repair, Tenant shall promptly contribute the shortage in proceeds as and when required to complete said repairs.

9.3. **Damage -Uninsured Loss.** If Damage that is not an Insured Loss occurs: (i) Tenant shall repair such damage as soon as reasonably possible at Tenant’s expense, in which event this Sublease shall continue in full force and effect, or (ii) Landlord may terminate this Sublease by providing written notice to Tenant within ninety (90) days after receipt by Landlord of knowledge of the occurrence of such Damage.

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

10. **Real Property Taxes.**

10.1. **Definition.** As used herein, the term “Real Property Taxes” shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Landlord or Tenant in the Premises, Landlord’s right to other income therefrom; and/or Landlord’s business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the address of the Premises and where the proceeds so generated are to be applied by the city, county or other local taxing authority of a jurisdiction within which the Premises is located. Real Property Taxes shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the Term of this Sublease, including but not limited to, a change in the ownership of the Premises, and (ii) levied or assessed on machinery or equipment provided by Landlord to Tenant pursuant to this Sublease. Tenant shall be responsible for timely paying all Real Property Taxes and Personal Property Taxes (as defined below) related to the Building and Landlord shall be responsible for timely paying all Real Property Taxes and Personal Property Taxes which are related to the Property but not including the Building.

10.2. **Payment of Taxes.** To the extent applicable, Tenant shall timely file for exemption against any Real Property Taxes and shall maintain such exemption during the Term. In any event, Tenant shall pay, before the same become past due, the Real Property Taxes applicable to the Premises during the Term to the extent any such Real Property Taxes are charged, levied, assessed or imposed.

10.3. **Personal Property Taxes.** To the extent applicable, Tenant shall timely file for exemption against any taxes on Tenant Owned Alterations, Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Tenant and shall maintain such exemption during the Term. Tenant shall pay, prior to delinquency, all such taxes to the extent they are charged, levied, assessed or imposed after an exemption for such taxes is filed as required hereunder.

11. **Assignment and Subletting.**

11.1. **By Tenant.** Tenant shall have no right to sublease or assign or this Sublease or any of Tenant's interest hereunder without the prior written consent of each of Landlord, District, Lenders and SAEF.

11.2. **By Landlord.** Tenant acknowledges that the Premises are subject to the QALICB Deed of Trust and the QALICB Assignment of Leases and that this Sublease is assigned to the Lenders as security for the QALICB Loan. Tenant further acknowledges that, following the payoff of the QALICB Loan, the Premises may be made subject to a subsequent deed of trust in favor of another lender, which subsequent deed of trust will at the request of the subsequent lender, be made senior to this Sublease.

12. **Default; Breach; Remedies.**

12.1. **Default; Breach.** A "Default" is defined as a failure by the Tenant to comply with or perform any of the terms, covenants or conditions under this Sublease. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of Tenant to cure such Default within any applicable grace period:

(a) The abandonment of the Premises.

(b) The failure of Tenant to make any payment of Rent required to be made by Tenant hereunder, whether to Landlord or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Sublease which endangers or threatens life or property, if such failure continues for a period of five (5) business days following written notice to Tenant.

(c) A Default by Tenant as to the terms, covenants, conditions or provisions of this Sublease, other than those described in subparagraphs 12.1(a) or (b) above, where such Default continues for a period of thirty (30) days after written notice; provided, however, that if the nature of Tenant's Default is such that more than thirty (30) days are reasonably required for its cure, then it shall not be deemed to be a Breach if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion; provided, however, that in no event shall such cure period exceed ninety (90) days.

(d) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "debtor" as defined in 11

U.S.C. §101 or any successor statute thereto (unless, in the case of a petition filed against Tenant, the same is dismissed within ninety (90) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Sublease, where possession is not restored to Tenant within sixty (60) days; or (iv) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Sublease, where such seizure is not discharged within sixty (60) days; provided, however, in the event that any provision of this subparagraph (e) is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(e) The discovery that any financial statement of Tenant given to Landlord was materially false.

12.2. **Remedies.** If Tenant fails to perform any of its affirmative duties or obligations, within fifteen (15) days after written notice (or, in the case of those duties and obligations that cannot reasonably be performed within fifteen (15) days after notice, to commence and diligently prosecute such duties and obligations to completion), Landlord may, at its option, perform such duty or obligation on Tenant's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Tenant shall pay to Landlord the reasonable costs and expenses incurred by Landlord in such performance upon receipt of an invoice therefor. In the event of a Breach, Landlord may, with or without further notice or demand, and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such Breach:

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

concurrently, and the failure of Tenant to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Sublease entitling Landlord to the remedies provided for in this Sublease and/or by said statute.

(b) Continue the Sublease and Tenant's right to possession and recover the Rent as it becomes due. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Landlord's interests, shall not constitute a termination of the Tenant's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the State of California. The expiration or termination of this Sublease and/or the termination of Tenant's right to possession shall not relieve Tenant from liability under this Sublease, including under any indemnity provisions of this Sublease as to matters occurring or accruing during the term hereof or by reason of Tenant's occupancy of the Premises.

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

- 17. **Days.** Unless otherwise specifically indicated to the contrary, the word “days” as used in this Sublease shall mean and refer to calendar days.
- 18. **Limitation on Liability.** The obligations of Landlord under this Sublease shall not constitute personal obligations of Landlord, and Tenant shall look to the Premises, and to no other assets of Landlord, for the satisfaction of any liability of Landlord with respect to this Sublease.
- 19. **Time of Essence.** Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Sublease.
- 20. **No Prior or Other Agreements.** This Sublease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective.

21. **Notices.**

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

21.2. **Addresses.**

Landlord: El Sol Science & Arts Academy of Santa Ana
Attention: Executive Director
1010 N. Broadway Street
Santa Ana CA 92701
Facsimile No. (714) 543-0026

Tenant: Share Our Selves Corporation
Attention: Executive Director
1550 Superior Avenue
Costa Mesa, CA 92627
Facsimile No. (949) 515-5804

22. **Date of Notice.** Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown; the postmark thereon. If sent by regular mail the notice shall be deemed given 48 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices transmitted by facsimile transmission or similar means shall be deemed delivered

- upon telephone confirmation of receipt (confirmation report from fax machine is sufficient), provided a copy is also delivered via delivery or mail. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day. **Waivers.** No waiver by Landlord of the Default or Breach of any term, covenant or condition hereof by Tenant, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Tenant of the same or of any other term, covenant or condition hereof.
23. **No Right to Holdover.** Tenant has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Sublease. In the event that Tenant holds over, then the Base Rent shall be increased to one hundred fifty percent (150%) of the Base Rent applicable immediately preceding the expiration or termination. Nothing contained herein shall be construed as consent by Landlord to any holding over by Tenant.
24. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
25. **Covenants and Conditions; Construction of Agreement.** All provisions of this Sublease to be observed or performed by Tenant are both covenants and conditions. In construing this Sublease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Sublease. Whenever required by the context, the singular shall include the plural and vice versa. This Sublease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it. Both Parties acknowledge and agree that they have equally taken part in the drafting and negotiations of this Sublease.
26. **Binding Effect; Choice of Law.** This Sublease shall be binding upon the Parties, their successors and assigns and be governed by the laws of the State of California. Any litigation between the Parties hereto concerning this Sublease shall be initiated in the County of Orange.
27. **Subordination; Attornment; Non-Disturbance.**
- 27.1. **Subordination.** This section, this Sublease shall be subject and subordinate to any mortgage, deed of trust, or other hypothecation or security device securing Landlord's obligations under any Loan in favor of a Lender ("**Security Device**") and, if requested by Landlord or by any Subsequent Lender, any Security Device in favor of a Subsequent Lender hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. In order to effectuate and/or confirm the subordination of this Sublease to any Security Device, Tenant agrees, with respect to the QALICB Deed of Trust and the QALICB Assignment of Leases, to execute and deliver a Subordination, Nondisturbance and Attornment Agreement ("**SNDA**") as and when requested by Lender and, with respect to any Subsequent Loan (but subject to Section 27.3 below), to execute and deliver within ten (10) days following written request, a recordable SNDA in form provided by the applicable Subsequent Lender. Tenant agrees that Lender and any Subsequent Lender shall have no liability or obligation to perform any of the obligations of Landlord under this Sublease. Lender and any Subsequent Lender may elect to have this Sublease granted hereby superior to the lien of its Security Device by giving written notice thereof to Tenant, whereupon this Sublease

shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof. This Sublease shall be subject and subordinate to the Ground Lease and Sublease Agreement.

- 27.2. **Attornment.** In the event that Landlord transfers title to the Premises, or the Premises is acquired by another upon the foreclosure or termination of a Security Device to which this Sublease is subordinated: (i) Tenant shall, subject to the provisions of Section 27.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Sublease, with such new owner for the remainder of the term hereof, or, at the election of such new owner, this Sublease shall automatically become a new Sublease between Tenant and such new owner, upon all of the terms and conditions hereof, for the remainder of the term hereof, and (ii) Landlord shall thereafter be relieved of any further obligations hereunder (but not obligations that accrued prior to such transfer) and such new owner shall assume all of Landlord's obligations hereunder, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Tenant might have against any prior lessor; (c) be bound by prepayment of more than one month's rent; or (d) be liable for the return of any security deposit paid to any prior lessor, unless such security was assigned by such prior Landlord to the new owner.
- 27.3. **Non-Disturbance.** With respect to Security Devices entered into by Landlord after the execution of this Sublease, Tenant's subordination of this Sublease shall be subject to receiving a commercially reasonable SNDA from the Lender, which SNDA provides that Tenant's possession of the Premises, and this Sublease, including any options to extend the term hereof, will not be disturbed, and Tenant's rights under this Sublease will be recognized by the Subsequent Lender so long as Tenant is not in Breach hereof and attorns to the holder of such Security Device.
- 27.4. **Self-Executing.** The agreements contained in this Section 27 shall be effective without the execution of any further documents; provided, however, that, upon written request from Landlord or a lender in connection with a sale, financing or refinancing of the Premises, Tenant and Landlord shall execute such further writings as may be reasonably required to separately document any recognition agreement, subordination, attornment and/or SNDA provided for herein.
28. **QALICB Loan Agreement Covenants.** For the benefit of the Landlord and Lender, Tenant hereby covenants and agrees to comply with and perform all of the covenants applicable to Tenant set forth in the QALICB Loan Documents.
29. **Landlord's Access; Showing Premises; Repairs.** Landlord shall have the right to enter the Premises at any time in the case of an emergency, and otherwise at reasonable times after twenty-four hours' prior notice for the purpose of inspecting the Premises, verifying compliance by Tenant with this Sublease, showing the Premises to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Landlord may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises as long as there is no material adverse effect to Tenant's use of the Premises.

- 30. **Quiet Possession.** Subject to payment by Tenant of the Rent and performance of all of the covenants, conditions and provisions on Tenant's part to be observed and performed under this Sublease, Tenant shall have quiet possession and quiet enjoyment of the Premises during the Term hereof.
- 31. **Counterparts.** This Sublease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- 32. **Amendments.** This Sublease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Tenant's obligations hereunder, Tenant agrees to make such reasonable non-monetary modifications to this Sublease as may be reasonably required by a lender in connection with the obtaining of normal financing or refinancing of the Premises.

In Witness Whereof, the Parties have executed this Sublease as of the date first written above.

"Landlord":

El Sol Science & Arts Academy of Santa Ana, a California nonprofit public benefit corporation

By: _____

Its: _____

"Tenant":

Share Our Selves Corporation, a California nonprofit corporation

By: _____

Its: _____

Final Lender comments 7/11/2014

Index to Exhibits

- A. Ground Lease with SAUSD**
- B. First Amendment to Ground Lease**
- C. Assignment and Assumption of Lease, from El Sol to SAEF 1010 North Broadway LLC (“SAEF”)**
- D. Sublease from SAEF to El Sol**
- E. Plans and Specifications**
- F. Equipment Furnished by Landlord**

Exhibit A

GROUND LEASE

This Ground Lease, dated as of October 18, 2011 ("Effective Date") (the "Ground Lease"), by and between the SANTA ANA UNIFIED SCHOOL DISTRICT, a public school district organized and existing under the laws of the State of California (hereinafter called "District") and El Sol Science and Arts Academy of Santa Ana, a California non-profit public benefit corporation incorporated for purposes of operating El Sol Sciences and Arts Academy, a California public charter school ("Lessee").

WHEREAS, the District is committed to educational excellence and expanding opportunity for the children within the Santa Ana Unified School District;

WHEREAS, Lessee received approval of its Petition and Charter ("Charter"), from the District in 2000 and on August 22, 2006 received approval for a new five year term through June 30, 2011. A true and correct copy of the renewed Charter is attached hereto and incorporated herein as Exhibit "A";

WHEREAS, on or about October 23, 2009, Lessee 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 2010-2011 school year;

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

WHEREAS, Lessee will conduct programs at the new Site school facility that will promote excellence in education of its students;

WHEREAS, in lieu of the facilities offered by the District in the Final Offer the Parties have agreed to enter into this Ground Lease that will provide a site and facilities for the Lessee's in-District students;

WHEREAS, the Lessee has agreed to undertake the planning, financing and construction for demolition, grading, landscaping, utilities and modernization of a new school facility at 1010 N. Broadway, Santa Ana, Ca, as described in Exhibit "B" (the "Site"), as described in Exhibit "C" (the "Project"), which Exhibit "C" includes a description of the Project, the plans and specifications for the Project, a Project budget, and the Project Schedule;

WHEREAS, The Parties acknowledge that the Site was previously owned and occupied by the Lessee from July 1, 2001 until January 13, 2005, at which time the District purchased the Site from Lessee. The Site has since been occupied continuously by the Lessee under a Charter Facilities Agreement; and

WHEREAS, the Lessee and the District desire to enter into this Ground Lease, subject to the terms and conditions set forth below.

NOW, THEREFORE, the parties hereto mutually agree as follows:

Section 1. Full and Complete Satisfaction Regarding District's Obligation to Provide Facilities Under Proposition 39. Lessee agrees that the provision of the Site pursuant to this Ground Lease constitutes full and complete satisfaction of the District's obligation to provide facilities that are furnished and equipped for classroom instruction, to Lessee under Education Code section 47614 and the Proposition 39 regulations, and any future laws and/or regulations requiring that the District furnish facilities, for the term of this Ground Lease. The Lessee releases the District from any claim that the Lessee, or any successor entity, may have against the District regarding any allegation that the District has taken action to impede the Lessee from expanding its enrollment to meet pupil demand, on the grounds of failure to provide a facility, for the term of the Ground Lease. Furthermore, the Lessee 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 Lessee believes violates the substantive or procedural requirements of Proposition 39 and its implementing regulations, and any future laws and/or regulations requiring that the District furnish facilities, for the term of the Ground Lease.

Nothing in this Section shall limit Lessee's right to future public funding that might become available through existing, new or amended legislation and/or policy developments for programs, or project related monies, which are not related to the provision of facilities by District.

The District agrees to reimburse Lessee for the rental payments for sixteen (16) portables currently existing on the Site ("Portables"). Lessee shall invoice District twice a year for six (6) months of payments. District shall reimburse Lessee for rental payments within thirty (30) days of receipt of an invoice for said amount. Attached as Exhibit "E" is a list of the Portables currently located on the Site, including any identifying serial numbers and current rental payments. District shall only reimburse Lessee for the actual rental payments made by the Lessee, however in no event shall the District pay in excess of the then current amount that District is paying for rental of its own portables. Lessee acknowledges that it shall pay all costs, including the rental payments, for all portables not required to be provided by the District under this Ground Lease. The Parties expressly agree that the District shall only be responsible for the reimbursement of rental payments for the Portables and shall not be responsible for any transportation, installation or maintenance of any of the Portables, or other costs associated therewith. Such additional costs shall be the sole responsibility of the Lessee. Furthermore, the Parties expressly agree that the District's reimbursement of the rental fees for the Portables to be used by the Lessee in no way guarantees the Lessee future use of these Portables beyond the date set forth in this Section. District agrees to reimburse Lessee for the rental payments for the Portables until the earlier of (1) that date that the Portables are not used by in-District students (2) that date that Lessee occupies Phase 1 of the Project or (3) seven (7) years from the Effective Date of this Agreement.

If Lessee opts out of this Ground Lease under Section 10 and desires facilities, or this Lease is otherwise terminated, Lessee must request facilities pursuant to Proposition 39, if applicable, or any future laws and/or regulations requiring that the District furnish facilities. The District shall comply with those laws or regulations applicable at that time.

Section 2. Representations and Warranties of the Lessee. The Lessee makes the following representations and warranties to the District as of the date of the execution of this Ground Lease:

(a) Lessee is duly established, has full legal right, power, and authority to enter into this Ground Lease and to carry out and consummate all transactions contemplated by this Ground Lease, and by appropriate action, has duly authorized the execution and delivery of this Ground Lease.

(b) The officers of the Lessee executing this Ground Lease are duly and properly in office and fully authorized to execute the same.

(c) This Ground Lease has been duly authorized, executed and delivered by the Lessee, and will constitute a legal, valid and binding agreement of the Lessee, enforceable against the Lessee in accordance with its terms.

(d) The execution and delivery of this Ground Lease, and the fulfillment of or compliance with the terms and conditions hereof, will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any indenture, mortgage, deed of trust, agreement, lease, contract or other agreement or instrument to which the Lessee is a party or by which it or its properties are otherwise subject or bound, or, to the knowledge of the Lessee, any applicable law or administrative rule or regulation, or any applicable court of administrative decree or order, or result in the creation or imposition of any prohibitive lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Lessee, which conflict, violation, breach, default, lien, charge or encumbrance might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Ground Lease or the financial condition, assets, properties, or operations of the Lessee.

(e) No consent of approval of any trustee or holder of any indebtedness of the Lessee, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of this Ground Lease or the consummation of any transaction herein contemplated, except as have been obtained or made and as are in full force and effect.

(f) No information, exhibit or report furnished to the District by the Lessee in connection with the negotiation of this Ground Lease contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

Section 3. Representations and Warranties of the District. The District makes the following representations and warranties to the Lessee as of the date of the execution of this Ground Lease:

(a) The District have full legal right, power and authority to enter this Ground Lease and to carry out and consummate all transactions contemplated by this Ground Lease, and by proper action have duly authorized the execution and delivery of this Ground Lease.

(b) The officers of the District executing this Ground Lease are fully and properly holding their respective offices and are fully authorized to execute this Ground Lease.

(c) The Ground Lease has been duly authorized, executed and delivered by the District, and will constitute a legal, valid and binding agreement of the District, enforceable against the District in accordance with its terms.

(d) The execution and delivery of this Ground Lease, and the fulfillment of or compliance with the terms and conditions hereof, will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any indenture, mortgage, deed of trust, agreement, lease, contract or other agreement or instrument to which the District is a party or by which it or its properties are otherwise subject or bound, or, to the knowledge of the District, any applicable law or administrative rule or regulation, or any applicable court of administrative decree or order, or result in the creation or imposition of any prohibitive lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the District, which conflict, violation, breach, default, lien, charge or encumbrance might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Ground Lease or the financial condition, assets, properties, or operations of the District.

(e) No information, exhibit or report furnished by the District to the Lessee in connection with the negotiation of this Ground Lease contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(f) The District is the owner in fee simple of the Site (as hereinafter defined).

Section 4. Lease of Site. The District hereby leases to the Lessee and the Lessee hereby leases from the District, on the terms and conditions hereinafter set forth, the real property more particularly described on the attached Exhibit "B", which by this reference is incorporated herein (the "Site"). The parties acknowledge that the Ground Lease is being executed pursuant to Education Code section 47614 and the Proposition 39 regulations, and in consideration thereof.

Section 5. Mortgaged Property. The property conveyed and encumbered by any mortgage on the leasehold estate created hereby (collectively, the "Mortgaged Property.") includes:

(a) All present and future estate, right, title and interest of the Lessee in and to the Site.

(b) All present and future options of any kind, rights of first refusal, privileges and other benefits of the Lessee under the Ground Lease.

(c) All present and future estate, right, title and interest of the Lessee or sublessees in and to any and all buildings, structures and improvements now or in the future located on the Site.

Section 6. Possession. The Parties hereby affirm that the Lessee already has possession of the Site as of the execution of this Ground Lease.

Section 7. As-Is Condition. The Site is leased in an as-is condition. Without limiting the foregoing, the District does not warrant the suitability of the soil on the Site for support of any improvement to be constructed thereon including, but not limited to, the Project.

Section 8. Quiet Enjoyment. The District covenants that, subject to the limitations expressly set forth herein, the Lessee, upon performing all covenants in this Ground Lease, may quietly have, hold, enjoy and encumber the Site during the term of this Ground Lease and any extended term hereof, without hindrance or interruption by the District.

Section 9. Purpose. The Site shall be used during the term hereof solely by the Lessee for the purposes of constructing the Project and operating the Lessee's educational program in accordance with the Charter.

Section 10. Term and Termination; Renewal; Opt-Out Provision. The term of this Ground Lease shall commence on the Effective Date, and shall end on the earlier of (1) forty (40) years from the date Lessee occupies Phase 2 of the Project or (2) October 1, 2060. Subject to Lessee's charter remaining in tact under state law and Lessee's maintaining both a quality academic program and good fiscal management, two years before the end of this Ground Lease, the Parties agree to begin negotiating in good faith to extend the Ground Lease for a reasonable period.

The parties agree to record a Memorandum of Lease, in substantially the same form as attached as Exhibit "D." The District may terminate this Ground Lease by written notice upon expiration, termination or non-renewal of the Lessee's Charter.

The Parties understand that Lessee will be undertaking, and paying for (at its sole expense), *inter alia*, environmental analyses and feasibility studies for the construction of the Project. In light of the fact that Lessee may discover some unforeseen conditions at the Site, Lessee has the right to opt out of this Ground Lease at any time, for any reason. If Lessee does opt out of this Ground Lease, Lessee will, at its sole expense, restore the Site to at least as good a condition as it was in as of the Effective Date. Lessee shall provide the District with notice of Lessee's intention to opt out of the Ground Lease and simultaneously provide a timeline and plan to the District regarding the restoration of the Site. Notwithstanding any other provision in this Ground Lease, in the event that this Ground Lease is terminated for any reason, Lessee shall not

be responsible for remediating any unforeseen environmental hazards that are discovered during the pendency of the Ground Lease, and currently unknown to Lessee, unless caused by the Lessee.

Section 11. Consideration. The District makes this Ground Lease in consideration for the agreement of the Lessee to plan, finance, construct the Project on the Site, and operate the Project on the site, which Project shall become the property of the District without demand or further action by the District at the termination of this Ground Lease or any extension thereof, except as provided herein. The Project shall be constructed in conformity with the plans provided by the Lessee.

Section 12. Responsibility for Construction of Project. The Lessee shall arrange for the design, financing and construction of the Project, in accordance with the contract documentation approved (or to be approved) by the District and consistent with the requirements of the District. Any substantial change in the approved plans shall be submitted to the District or the District's designee for timely review and approval. A substantial change is defined as "any changes to the major structural characteristics of the project, including the structural system, architectural style, construction materials, and major mechanical, electrical or utility systems as well as the physical characteristics of the project." The design, financing and construction of the Project, including any costs or fees associated with the Project, shall be borne in their entirety by Lessee.

(a) Lessee shall not construct or install any improvements on the Site or otherwise alter the Site without the prior written consent of District (which shall not unreasonably be withheld, but which approval may be conditioned), and if required, the Division of the State Architect. Contractors retained by Lessee 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 buildings codes, Division of the State Architect, fingerprinting requirements and prevailing wage laws, as applicable. 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 Site 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. Lessee 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 Lessee 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, as applicable.

(b) Lessee shall pay for any and all costs associated with California Environmental Quality Act ("CEQA") obligations, including, but not limited to, compliance, mitigation or avoidance of the environmental effects of the Project and 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 act or omission of the Lessee or its directors, officers, employees or contractors related to CEQA.

(c) The Lessee shall ensure that the Project is maintained in a safe condition and that only those involved in supervising and performing the construction work shall be permitted access to the Project.

(d) The Lessee acknowledges that the District has no responsibility or obligation to pay any design, financing and construction costs, taxes, utilities, insurance, permits, licenses, maintenance or repairs, or any similar expenses of operation of the Site or Project, any third party costs or any other costs whatsoever; such responsibility or obligation belongs to the Lessee during the entire term of this Ground Lease or any extension. Lessee shall bear all costs relating to the financing, design and/or construction of the Project.

(e) Lessee shall develop the Site in two phases ("Phase 1" and "Phase 2"), each of which will take approximately seven (7) years; one north of and one south of Alesworth.

(f) Lessee will have until June 30, 2018 to complete Phase 1 of the Project, as described in Exhibit "C" ("Phase 1 Completion Date"). Lessee will have until June 30, 2016 to provide proof of such financing to the District in a form acceptable to the District ("Phase 1 Funding Date"). Lessee will have until June 30, 2025 to complete Phase 2 of the Project, as described in Exhibit "C" ("Phase 2 Completion Date"). Lessee will have until June 30, 2023 to provide proof of such financing to the District in a form acceptable to the District ("Phase 2 Funding Date").

District may terminate the Ground Lease upon written notice if Lessee fails to complete Phase 1 on or before the Phase 1 Completion Date. District may terminate the Ground Lease upon written notice if Lessee fails to complete Phase 2 on or before the Phase 2 Completion Date. Additionally, District may terminate the Ground Lease upon written notice if Lessee fails to provide proof of such financing to the District in a form acceptable to the District on or before the Phase 1 Funding Date for Phase 1, or on or before the Phase 2 Funding Date for Phase 2. The Phase 1 Completion Date and/or the Phase 2 Completion Date may be reasonably extended by the District, at the District's discretion, based on any exigent circumstances that prevent Lessee from complying with this requirement. Additionally, the Phase 1 Funding Date and/or Phase 2 Funding Date may be reasonably extended by the District, at the District's discretion, based on any exigent circumstances that prevent Lessee from complying with this requirement.

(g) Lessee shall deliver to District, promptly after Lessee's receipt thereof, originals or, if originals are not available, copies of any and all of the following instruments and documents pertaining to any testing, construction, repair or replacement of improvements on the Property: (a) plans and specifications for the subject improvements, (b) test results, physical condition and environmental reports and assessments, inspections, and other due diligence materials related to the subject improvements, (c) permits, licenses, certificates of occupancy, and any and all other governmental approvals issued in connection with the subject improvements, (d) agreements and contracts with architects, engineers and other design professionals executed with respect to the design of the subject improvements, (e) construction

contracts and other agreements with consultants, construction managers, general and other contractors, and equipment suppliers pertaining to the construction, repair or replacement, as the case may be, of the subject improvements and (f) all guaranties and warranties pertaining to the construction, repair or replacement, as the case may be, of the subject improvements.

Section 13. Title on Termination. The Lessee shall, upon the termination or expiration of this Ground Lease or its extension, quit and surrender the Project, and all right, title and interest in and to all improvements and equipment constructed or installed on the Site, including the Project, shall vest in the District free and clear of all and any liens and encumbrances created or caused by the Lessee.

Section 14. Maintenance. Throughout the term, the Lessee shall, at Lessee's sole cost and expense, and at no cost and expense to the District, maintain the Site and Project in good condition and repair, and in accordance with all applicable laws, permits, licenses, and governmental authorizations, rules, ordinances, orders, decrees, and regulations now or hereafter issued, promulgated by federal, state, county, municipal, and other governmental bodies, and courts having jurisdiction. Lessee shall promptly and diligently repair, restore, add to, remove, and/or replace, as required, the Site and Project to maintain or comply as above. In the event that Lessee fails to maintain or repair the Site and/or Project, District may, but is not obligated to, at District's sole discretion, undertake any maintenance or repair of the Site and Project and Lessee shall reimburse District for the costs of such repairs or maintenance within sixty (60) days of invoice by District.

Section 15. Extraordinary Repair Fund.

(a) The Lessee shall designate a portion of its regular reserve fund for extraordinary repair of the final Project (the "Extraordinary Repair Fund"). Extraordinary Repair is defined as the replacement or renewal of any element of the Project, and any and all fixtures thereto, for purposes other than normal routine maintenance. The Lessee shall designate an amount equal to Thirty Four Thousand Five Hundred Dollars (\$34,500.00) for deposit into the Extraordinary Repair Fund (the "Annual Contribution"). Thereafter, the Annual Contribution shall continue for 14 years, on the anniversary of the Effective Date. The "Maximum Fund Amount" shall be Four Hundred Eighty Three Thousand Dollars (\$483,000.00).

(b) At least every five (5) years, the Parties shall review the Annual Contribution and the Maximum Fund Amount. Upon agreement of the Parties, the Annual Contribution may be increased or decreased based upon a revision to the Maximum Fund Amount, as agreed to by the Parties based upon a revision to the cash flow projection of amounts necessary to perform Extraordinary Repair, and depletion of the Extraordinary Repair Fund due to expenditures for Extraordinary Repair, as agreed to by the Parties.

(c) The Parties agree that Lessee will be responsible for effecting repairs at the Project. To the extent that Lessee desires to affect repairs with the use of Extraordinary Repair Fund, Lessee shall notify District in writing at least forty-five (45) days in advance of commencing work of its intent to utilize the Extraordinary Repair Fund to complete a repair.

(d) The District may direct the use of the funds in the Extraordinary Repair Fund for repairs that it reasonably determines are necessary. The District shall notify the Lessee in writing of the need for any proposed repair that will make use of Extraordinary Repair Fund. If Lessee has any reasonable objection to the necessity of such repair, it shall notify the District in writing within fifteen (15) days of such objection and the grounds therefor. Otherwise, Lessee shall complete such repairs within a reasonable time period.

(e) Twelve (12) months prior to the termination of the Ground Lease, the District shall evaluate the Project and determine any necessary repairs, at which time the District shall require use of the Extraordinary Repair Fund for the purpose of performing and completing any outstanding Extraordinary Repairs. Any unused portion of the Extraordinary Repair Fund shall remain the property of Lessee.

(f) If there is any dispute regarding the use of the Extraordinary Repair Fund for any repair described in Section 15(c), (d) or (e), the Parties will meet in good faith and attempt to resolve the dispute. If the Parties cannot agree within thirty (30) days of either party notifying the other of a dispute, the Parties will submit to a half day mediation, and any decision by the mediator will be final. The mediation shall be administered by Judicial Arbitration Mediation Services (JAMS). The Parties shall mutually agree upon a JAMS mediator to assist them in resolving their differences within ten (10) days of a Party's notice of referral to mediation. If the Parties are unable to agree upon a mediator, the Parties shall, within fifteen (15) days of the notice of referral to mediation, jointly obtain a list of five mediators from JAMS. The Parties shall alternate striking mediators on that list until one remains. A coin toss shall determine who may strike the first name. The costs for any administrative fees and mediator compensation will be shared equally by the Parties, but each Party shall pay its own attorneys' fees and expert witness fees and other costs associated with the mediation.

Section 16. Reserve Fund for Mortgage Payments. The Lessee shall establish or cause to be established a Mortgage Payment Reserve Fund as required by its lender (the "Mortgage Payment Reserve Fund"). As long as the mortgage on the Ground Lease has not been repaid in full, the Lessee shall ensure that the Mortgage Payment Reserve Fund will not be less than (i) the amount required by the lender.

Section 17. Right of Entry. The District, through any of its duly authorized representatives, shall have the right to enter upon the Project for the purposes of inspection, or any other lawful purpose, including, without being limited to, the right to enter to inspect construction work during the course of construction for compliance with the provisions of this Ground Lease. The District shall exercise such rights reasonably during ordinary business hours, and in such manner as not to interfere with the business of the Lessee or its contractors. The District may enter the Project at any time with 24 hours notice. In the event of an emergency, the District's notice obligations set forth herein shall not apply.

Section 18. Signs. During the term of the Ground Lease (or any extension), the Lessee shall not construct, hang or paint any signs on the grounds or exterior of buildings other than safety or directional signs and signs provided for in the approved plans or required by applicable law or ordinance, without written consent of the District.

Section 19. Waste. The Lessee shall not knowingly commit, suffer or permit any waste or nuisance on the Project or any acts to be done thereon in violation of any applicable laws or ordinances. Lessee warrants that there will no "hazardous substance" stored, used or located in or on the Site that violates federal, state, or local laws, rules, regulations or policies.

Section 20. Taxes and Assessments. Each of the Parties acknowledge that, at present, to their knowledge, and with respect to each Parties' individual present respective use of the Site, there are no taxes, assessment, or charges relating to the Site because of each Parties' tax exempt status. Lessee shall pay lawful taxes, assessments, or charges which may be levied upon any interest the Lessee may have under this Ground Lease (including both the land and improvements) or relating to the Site.

Section 21. Assignment or Sublease. Lessee may not sublet the Project or assign this Ground Lease, or any interest therein, without the prior consent in writing of the District; the District' decision regarding consent will not be unreasonably delayed. Any sublet or assignment must be made to an entity operating, at the Site, a program approved by the District.

Section 22. Liens. In the event the Lessee shall at any time during the term of this Ground Lease cause any changes, alterations, additions, improvements, or other work to be done or performed or materials to be supplied, in or upon the Project, the Lessee shall pay, when due, all sums of money that may become due for any labor, services, materials, supplies or equipment furnished to or for the Lessee in, upon or about the Project and which may be secured by any mechanic's, materialmen's, or other lien against the Project or the Lessee's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or comes due, except that, if the Lessee desires to contest any such lien, it may do so. If any such lien shall be reduced to final judgment and such judgment or such process as may be issued for the enforcement thereof is not promptly stayed, or, if so stayed, said stay thereafter expires, the Lessee shall forthwith pay and discharge said judgment.

Section 23. Relationship of Parties. The Lessee and the agents and employees of the Lessee in the performance of this Ground Lease shall act in an independent capacity and not as officers or employees or agents of the District. The employees of the District who participate in the performance of this Ground Lease are not agents of the Lessee.

Section 24. Reserved.

Section 25. Encumbrance of Leasehold. With the exception of this Ground Lease and as set forth in this Ground Lease, the Lessee shall not encumber the District' fee title. The Lessee has the right to subject this Ground Lease to a mortgage only as set forth in this Ground Lease.

Section 26. Mortgagability of Ground Lease. Lessee, and its successors and assigns, shall have a right to mortgage and pledge this Ground Lease, subject, however, to the requirements that (1) no mortgagee who pledges this Ground Lease shall have the rights or benefits mentioned in this paragraph, nor shall the provisions of this paragraph be binding upon

District, unless and until notice of the name and address of the mortgagee have been delivered to District according to the procedures herein provided for the delivery of notices, (2) any mortgage and pledge upon this Ground Lease explicitly limits leasing the property described in the Site (and any and all improvements thereon) to an entity that operates and maintains on the Site, a program approved by the District, (3) the mortgage will be paid off in full prior to the initial 40-year term of this Ground Lease (4) any attempt to refinance the mortgage requires written notice to the District, and its consent, which shall not be unreasonably delayed or withheld, to the refinancing.

Section 27. Estoppel Certificate. District shall be required, at the reasonable request of the mortgagee hereunder, to provide a signed statement ("Estoppel Certificate") declaring that the Ground Lease is in full force and effect, that it has not been amended or modified except as set forth, that the Lessee is not then in default under any of the provisions of the Ground Lease, and that any past defaults have been duly and successfully cured, provided that the information on the Estoppel Certificate is accurate.

Section 28. Merger. There shall be no merger of the Ground Lease, nor of the leasehold estate created thereby, with the fee estate in the premises by reason of the fact that the Ground Lease, or the leasehold estate created thereby, or any interest in either thereof, may be held directly or indirectly by or for the account of any person who shall own the fee estate in the premises or any portion therein, and no such merger shall occur unless and until all persons at the time having any interest in the fee estate and all persons having any interest in the Ground Lease or the leasehold estate, including the leasehold mortgagee, shall join in a written instrument effecting such merger.

Section 29. Right to New Lease. Only to the extent that the following does not conflict with any then-applicable surplus property procedures, including, but not limited to Education Code section 177485 *et seq.*, at the option of any purchaser at a foreclosure sale of the leasehold estate or of any purchaser, grantee, or assignee of a deed in lieu of foreclosure from the Lessee, such holder, purchaser, grantee, or assignee shall thereupon have the option to obtain a new lease in accordance with and upon the following terms and conditions:

(a) Upon the written request of such party, District shall enter into a new lease of the demised premises with such party.

(b) Such new ground lease shall be entered into at the cost of the Lessee thereunder, shall be effective as of the date of termination of this Ground Lease, and shall be for the remainder of the term of this Ground Lease and at the rent and upon all the agreements, terms, covenants and conditions hereof, including any applicable rights of renewal; such new Ground Lease shall require the new lessee to perform any unfulfilled obligation of Lessee under this Ground Lease which is reasonably susceptible of being performed by District. Upon the execution of such new lease, the new lessee named therein shall pay any and all sums which would at the time of the execution thereof be due under this Ground Lease had it continued in effect.

(c) Any new lessee must, at all times, operate and maintain a program, approved by the District at the Site.

(d) In the event that the District reasonably determines that it must comply with the then-applicable surplus property procedures, as described above, the District shall provide written notice of such determination within thirty (30) days and shall, thereafter, be under no obligation to enter into such new lease.

Section 30. Notices. If Lessee, or Lessee's successors or assigns, shall mortgage this Ground Lease in compliance with the provisions herein, then so long as any such mortgage shall remain unsatisfied of record, District, upon serving upon Lessee any notice of default pursuant to the provisions hereof, or any other notice under the provisions of or with respect to this Ground Lease, shall also serve, in the same manner provided herein for the service of notice on Lessee, a copy of such notice upon the mortgagee at _____.

Section 31. Insurance. The insurance coverage requirements are subject to change. The Lessee agrees to update and maintain insurance requirements as requested by the District. The Lessee, during the period of construction on the Site, shall provide coverage amounts not less than the following:

- (a) Comprehensive or Commercial Form General Liability Insurance - Limits of Liability
\$10,000,000 General Aggregate
\$10,000,000 Each Occurrence - combined single limit for bodily injury and property damage
- (b) Employer Liability at \$1,000,000
- (c) Business Automotive Liability Insurance - Limits of Liability \$10,000,000 Each Accident - combined single limit of bodily injury and property damage to include uninsured and underinsured motorist coverage.
- (d) Workers Compensation limits as required by law with Employer's Liability limits of \$1,000,000.

The Lessee, following issuance of a Certificate of Occupancy for the Site and/or at all times while operating a charter school at the Site shall provide Coverage amounts not less than the following:

- (a) Comprehensive or Commercial Form General Liability Insurance - Limits of Liability
\$2,000,000 General Aggregate
\$1,000,000 Each Occurrence - combined single limit for bodily injury and property damage

Policy shall include or be endorsed to include abuse and molestation coverage.

- (b) Professional Liability Insurance in an amount not less than \$1,000,000 per claim and in aggregate.
- (c) Employer Liability at \$1,000,000

- (d) Business Automotive Liability Insurance - Limits of Liability \$1,000,000 Each Accident - combined single limit of bodily injury and property damage to include uninsured and underinsured motorist coverage.
- (e) Workers Compensation limits as required by law with Employer's Liability limits of \$1,000,000.

Certificates of insurance including additional insured endorsements shall be issued by Lessee and its contractors, subcontractors, and/or sublessees (if any):

- (a) providing for thirty (30) days advance written notice to the District of cancellation of any of the insurance coverage;
- (b) providing for Acceptability of Insurers rating, AM Best - AVII or equivalent unless otherwise agreed to by the District;
- (c) providing endorsement with the insurer's waiver of its rights of subrogation against District.
- (d) naming the District as additional insured, except for professional liability and workers' compensation insurance.

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

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

Section 32. Property Insurance. Lessee shall obtain and keep in full force and effect during the course of construction Builder's Risk Insurance until completion of the Project. Upon completion of the construction, Lessee shall obtain and keep in full force and effect during the term of this Ground Lease and any extensions thereof, permanent property insurance on the Project. Any coverage shall be in compliance with mortgage requirements, for the full replacement cost of the Project, excluding deductibles. Lessee shall provide District and mortgagee with certificates of insurance and each shall name the District as additional insureds. In addition, each policy maintained by Lessee shall name the mortgagee as loss payee. Such certificates shall provide that such insurance may not be terminated, canceled or amended except upon thirty (30) days prior written notice to District and mortgagee.

Section 33. Reserved.

Section 34. Indemnification. Lessee shall be responsible for, and District shall not be answerable or accountable in any manner for any loss or expense by reason of any damage or injury to person or property, or both, arising out of the acts of Lessee, its agents, officers, employees, guests or invitees, or resulting from Lessee's activities at the Site or from any cause whatsoever arising out of or in connection with this Ground Lease or any other use or operations

at the Site, except to the extent that any such loss is directly attributable to negligence or willful misconduct of District. Lessee shall indemnify and defend District, its directors, officers, agents, employees, and invitees against and will hold and save them and each of them harmless from any and all actions, claims, liens, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, association, entity, corporation, political subdivision, or other organization arising out of or in connection with Lessee's activities at the Site, this Ground Lease, and any other use of and operations at the Site pursuant to this Ground Lease, except to the extent that there is negligence or willful misconduct on the part of District, its agents, employees or officers. Lessee further agrees to indemnify, defend and hold harmless District, its directors, officers and employees and each of them from any claim or cause of action arising out of or related to the legality or legal interpretation of this Ground Lease. In connection therewith:

(a) **Actions Filed.** Lessee shall defend any action or actions filed in connection with any of said claims, liens, damages, penalties, obligations or liabilities, and will pay all costs and expenses, including attorneys' fees incurred in connection therewith.

(b) **Judgments Rendered.** Lessee shall promptly pay any judgment rendered against Lessee or District covering such claims, liens, damages, penalties, obligations and liabilities arising out of or in connection with such use of and operations at the Site referred to herein and agrees to save and hold District harmless therefrom.

(c) **Costs and Expenses; Attorneys' Fees.** In the event District is made a party to any action or proceeding filed or prosecuted against Lessee for such damages or other claims arising out of the use of and operations at the Site referred to herein, Lessee agrees to defend District, including the appointment of counsel of District's choice, with Lessee's approval.

The provisions of this Section shall survive the termination or expiration of this Ground Lease.

Section 35. Damage, Destruction or Condemnation Proceeds. In the event that the Site or Project are damaged by fire or other perils covered by any of the insurance policies required herein or any other policies actually held by Lessee, or that the Site or Project are taken or condemned by the power of eminent domain and the Site or Project can be restored, the proceeds shall be applied to the repair and restoration of the Site or Project to its previous or to a substantially equivalent condition.

If the Site or Project are taken or condemned by way the power of eminent domain and the Project and Site cannot be restored, the proceeds will be used first to pay off any mortgage existing with respect to the Project and then the remaining proceeds will be distributed as follows: The value of the improvements shall be distributed to the Lessee. The value of the land shall be distributed to the District. Such value shall be determined by a certified appraiser, who will be jointly selected by the Parties. Such appraiser's opinions of value shall be binding upon the Parties.

Section 36. Default Under the Ground Lease. District shall not take any action to terminate this Ground Lease because of any default or breach hereunder on the part of Lessee if the mortgagee: (i) within ninety (90) days after service of written notice on the mortgagee by District of its intention to terminate this Ground Lease for such default or breach, shall cure such default or breach if the same can be cured by the payment or expenditure of money provided to be paid under the terms of this Ground Lease, or (ii) shall diligently take action to obtain possession of the leased Site or Project (including possession by receiver) and to cure such default or breach in the case of a default or breach which cannot be cured unless and until the mortgagee has obtained possession, or (iii) if such default or breach is not so curable under the foregoing subparagraphs (i) or (ii), shall institute and carry forward with due diligence judicial or non-judicial foreclosure proceedings or otherwise acquire Lessee's interest hereunder and keep and perform all of the covenants and conditions of this Ground Lease requiring the payment or expenditure of money by Lessee until such time as said leasehold shall be sold upon foreclosure pursuant to the mortgage or shall be released or reconveyed thereunder, but only to the extent that the foregoing does not violate and/or conflict with the then-applicable surplus property procedures, as set forth in Section 29, above; provided, however, that mortgagee shall not be required to continue such action for possession or such foreclosure proceedings if such default or breach shall be cured by Lessee; and provided further that if the holder of the mortgage shall fail to refuse to comply with any and all of the conditions of this paragraph, then and thereupon District shall be released from the covenant of forbearance herein contained and may terminate this Ground Lease.

Section 37. Default Under the Mortgage. In the event of a default by Lessee under the mortgage secured by this Ground Lease, any and all mortgage payments, and interest and penalties, shall be made payable first from funds on deposit in the Mortgage Payment Reserve Fund. Upon depletion of the Mortgage Payment Reserve Fund, any foreclosure of the leasehold mortgage, or sale thereunder, whether by judicial proceedings or by virtue of any power contained in the leasehold mortgage, or any assignment or conveyance of the leasehold estate created by this Ground Lease to a lender or other purchaser through, or in lieu of, foreclosure or other appropriate proceedings of a similar nature must not result in use of the Project for any purpose other than operation of an educational program, approved by the District at the Site and must not require the District to take any action that would violate or conflict with the then-applicable surplus property procedures. The foregoing notwithstanding, nothing herein shall preclude the District, at their sole option, from curing the mortgage default and repossessing the Site.

Section 38. Additional Covenants. At any time and during the time this Ground Lease is mortgaged to a mortgagee, the Lessee will fully comply with each of the following covenants:

- (a) At all times, the Lessee will own and operate the Lessee's educational program in accordance with the Charter, at the Site, approved by the District.
- (b) The Lessee will promptly pay when due all rents, charges and other sums or amounts required to be paid by the Lessee under the Ground Lease. The Lessee will further keep and perform all of the covenants, terms and provisions of the Ground Lease that impose any

obligations on the Lessee under the Ground Lease, and will do all other things necessary to preserve and keep unimpaired the rights of the Lessee under the Ground Lease.

(c) The Lessee will promptly notify the mortgagee in writing of any default on the part of the District under the Ground Lease, and of the occurrence of any event which, with or without any notice or lapse of time or both, would constitute a default on the part of the District under the Ground Lease.

(d) The Lessee will promptly send to the mortgagee a true copy of any notice of default served on the Lessee relating to the Ground Lease.

(e) The Lessee will not surrender the Ground Lease or its leasehold estate, nor terminate or cancel the Ground Lease, without first obtaining the prior written consent of the mortgagee. Nor will the Lessee make or consent to any modification, change, supplement, amendment or alteration of any terms of the Ground Lease without first obtaining the prior written consent of the mortgagee. The Lessee hereby assigns to the mortgagee all rights which it may have now or in the future to terminate, cancel, modify, change, supplement, amend or alter the Ground Lease.

(f) The Lessee agrees to exercise any option to renew or extend the Ground Lease if at the time that option becomes exercisable any indebtedness secured by the mortgage has not been fully paid. The Lessee will confirm exercise of that option to the mortgagee in writing within ten days after the date on which that option first becomes exercisable. The Lessee hereby irrevocably appoints the mortgagee as its attorney-in-fact, with full power of substitution, to exercise any such option on behalf of the Lessee if the Lessee for any reason fails or refuses to exercise that option at least twenty days prior to the expiration of the period of time for its exercise.

(g) Lessee must secure the prior written approval of the mortgagee prior to entering into any sublease under the Ground Lease or assigning any interest in the Ground Lease.

(h) Upon the mortgagee's request, the Lessee will submit satisfactory evidence of payment of all of its monetary obligations under the Ground Lease (including but not limited to ground rent, taxes, assessments, insurance premiums and operating expenses).

(i) If at any time the Lessee fails to comply fully with any of its obligations under the Ground Lease or under this instrument and that failure in any manner threatens to impair the mortgagee's security under the mortgage, or if the mortgagee or the trustee under a deed of trust is given the right to cure any of the Lessee's defaults under the terms of the Ground Lease, then the mortgagee and/or the trustee may, but is not obligated to, perform any of those obligations on behalf of the Lessee or cure any of the Lessee's defaults. The mortgagee and/or the District may take such action without notice to or demand upon the Lessee and without releasing the Lessee from any obligation under the mortgage or deed of trust or this instrument. Any and all costs and expenses (including but not limited to legal fees and disbursements) incurred by the mortgagee or the trustee in connection with any such actions will be immediately due and payable by the Lessee on demand and will bear interest, at the rate of seven percent (7%) per annum, from the time of advancement by the mortgagee or the trustee until repaid.

(j) The mortgagee (or the trustee if the mortgage is a deed of trust) will have the right to appear in and participate in all proceedings, including any arbitration proceedings, which could affect mortgagee's security or the provisions of the Ground Lease or which relate to the leased premises. The Lessee agrees to pay promptly upon demand all reasonable costs and expenses of the mortgagee and the trustee (including but not limited to legal fees and disbursements) incurred in any such proceedings.

(k) Any default of the Lessee under the Ground Lease or under this instrument will be a default under the mortgage.

Section 39. Amendments. This Ground Lease may not be amended, changed, modified, or altered without the prior written consent of the parties hereto and the mortgagee.

Section 40. Waiver. The waiver by any party of a breach by the other party of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

Section 41. Non-Liability of Mortgagee. The mortgagee shall have no obligations or liability under the terms of this Ground Lease unless mortgage shall become the owner of the leasehold estate by way of foreclosure (or deed in lieu of foreclosure). Should the mortgagee, after becoming the owner of the leasehold interest herein by any of the herein mentioned means, subsequently sell, hypothecate, assign or in any manner divest itself of its possessory interest in the premises, its liability or obligations under the terms of this Ground Lease shall cease as of the date of execution of such sale, hypothecation, assignment or divestiture.

Section 42. Non-Liability of the District. Any obligation of the District created by or arising out of this Ground Lease shall not impose a debt or pecuniary liability upon the District or a charge upon the general credit or taxing powers thereof but shall be payable solely out of funds duly authorized and appropriated by the State of California.

The delivery of this Ground Lease shall not, directly or indirectly or contingently, obligate the District to levy any form of taxation therefor or to make any appropriation. Nothing herein or in the proceedings of the District shall be construed to authorize the District to create a debt of the District, within the meaning of any constitutional or statutory provision of the State of California. No breach of any pledge, obligation or agreement made or incurred in connection herewith may impose any pecuniary liability upon, or any charge upon the general credit of the District. Nothing herein shall require the District to take any action that would violate or conflict with the then-applicable surplus property procedures.

Section 43. Law Governing. This Ground Lease shall be governed exclusively by the provisions hereof and by the laws of the State of California as the same from time to time exist.

Section 44. Section Headings. All articles, paragraph and section headings, titles or captions contained in this Ground Lease are for convenience of reference only and are not intended to define or limit the scope of any provision of this Ground Lease.

Section 45. Notices. All notices herein which are to be given or which may be given by either party to the other, shall be in writing and shall be deemed to have been given three (3) business days after deposit in the United States Mail, certified and postage prepaid, return receipt requested and addressed as follows:

To the District: Santa Ana Unified School District
Attn: Associate Superintendent, Business Services
1601 E. Chestnut Avenue
Santa Ana, CA 92701

To the Lessee: El Sol Science and Arts Academy
Attn: Executive Director
1010 N. Broadway Street
Santa Ana, California 92701

Nothing herein contained shall preclude the giving of any such written notice by personal service, in which event notice shall be deemed given when actually received. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice given by such party to the other as hereinabove provided.

Section 46. Successors and Assigns. The terms and provisions hereof shall extend to and be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

Section 47. Holding Over. Should the Lessee hold over the expiration of the term hereof with the express or implied consent of the District, such holding over shall be deemed to be on a month-to-month basis, subject otherwise to all the terms and conditions of this Ground Lease.

Section 48. Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this Ground Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants or conditions of this Ground Lease shall be affected thereby, and each provisions of this Ground Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 49. Execution. This Ground Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Ground Lease. It is also agreed that separate counterparts of this Ground Lease may separately be executed by the Lessee and the District, all with the same force and effect as though the same counterpart had been executed by both its Lessee and the District. Lessee shall provide to District written evidence (such as a copy of the Lessee's bylaws) indicating that the person signing on behalf of the Lessee has authority to sign and bind the Lessee.

IN WITNESS WHEREOF, this Ground Lease has been executed by the parties hereto as of the 18th day of October 2011

EL SOL SCIENCE & ARTS ACADEMY OF
SANTA ANA

By Michael Modro

Its EL SOL BOARD PRESIDENT

SANTA ANA UNIFIED SCHOOL DISTRICT

By Michael P. Bishop, Sr

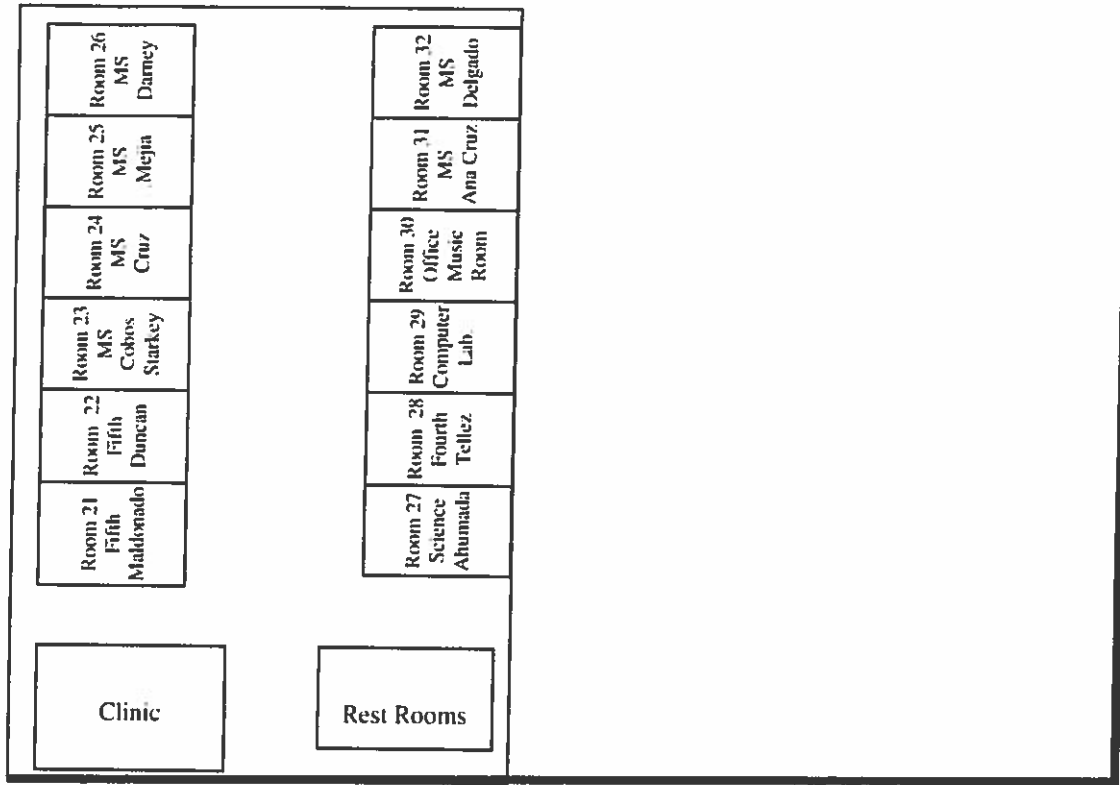
Its Associate Superintendent
Business Services

EXHIBIT "A"

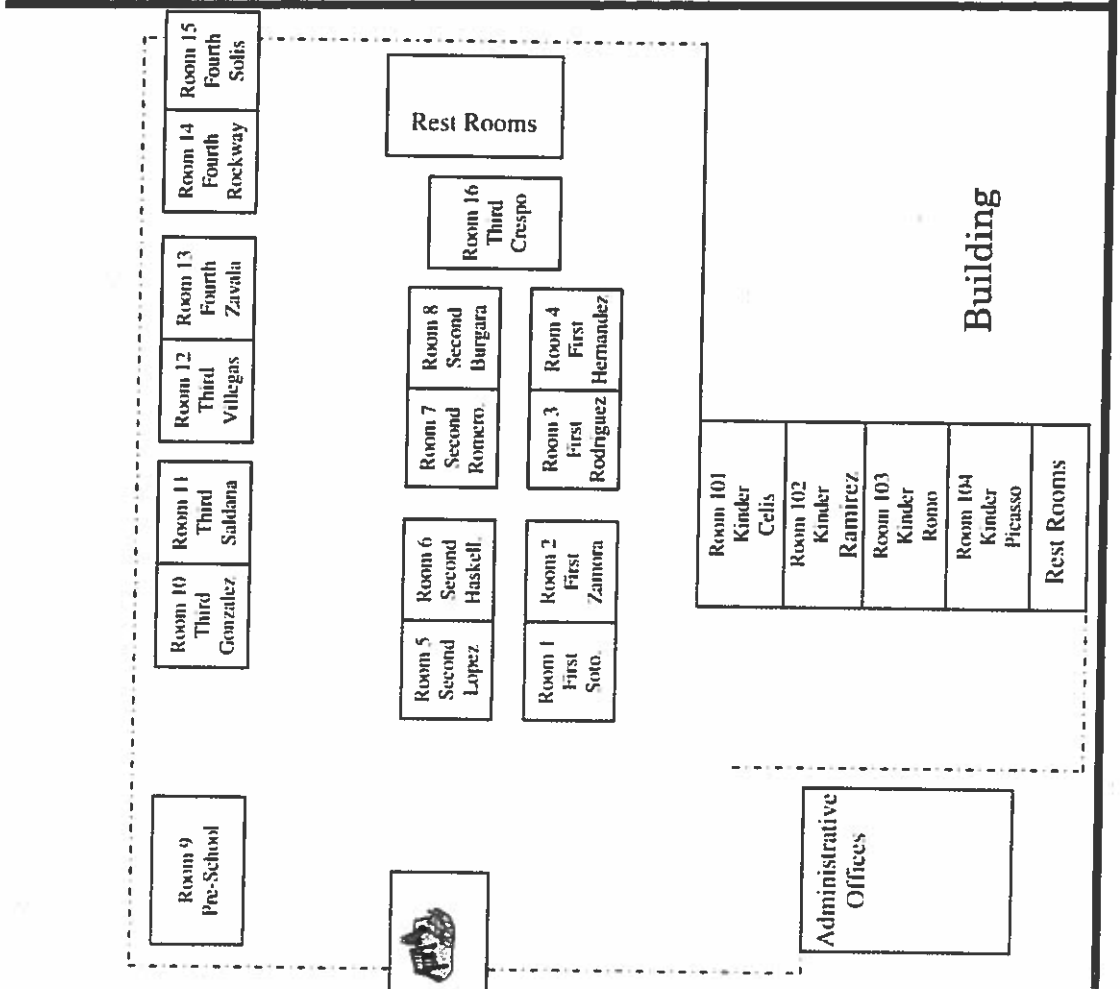
CHARTER

EXHIBIT "B"
SITE

EL SOL SCIENCE AND ARTS ACADEMY (2011-12)
 1010 North Broadway
 Santa Ana, CA 92701
 (714) 543-0023



HALESWORTH STREET



BROADWAY STREET

08/22/2011

EXHIBIT "C"

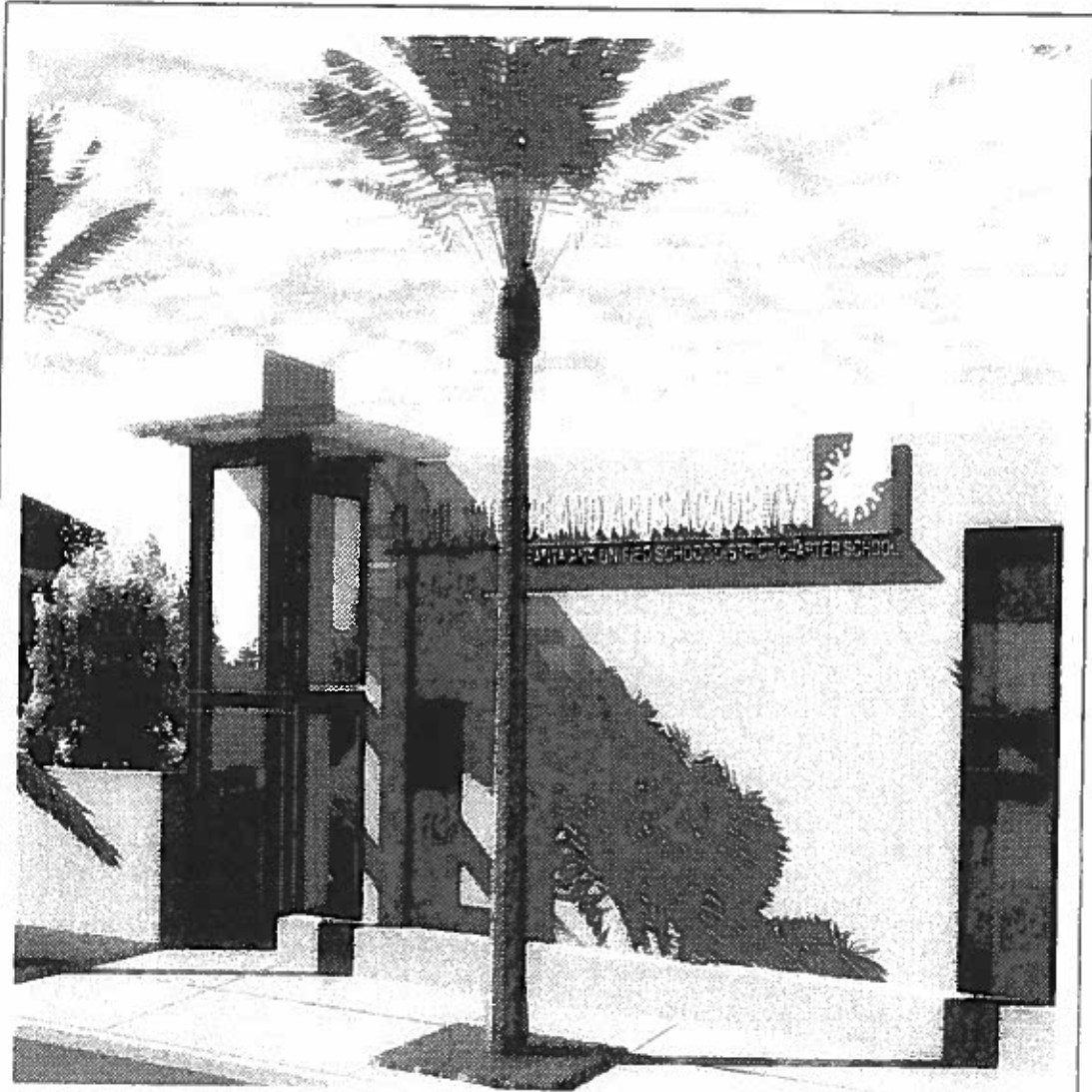
PROJECT

(Description of the Project, the plans and specifications for the Project, a Project budget, the Project Schedule and _____)



EL SOL
SANTA ANA SCIENCE & ARTS ACADEMY

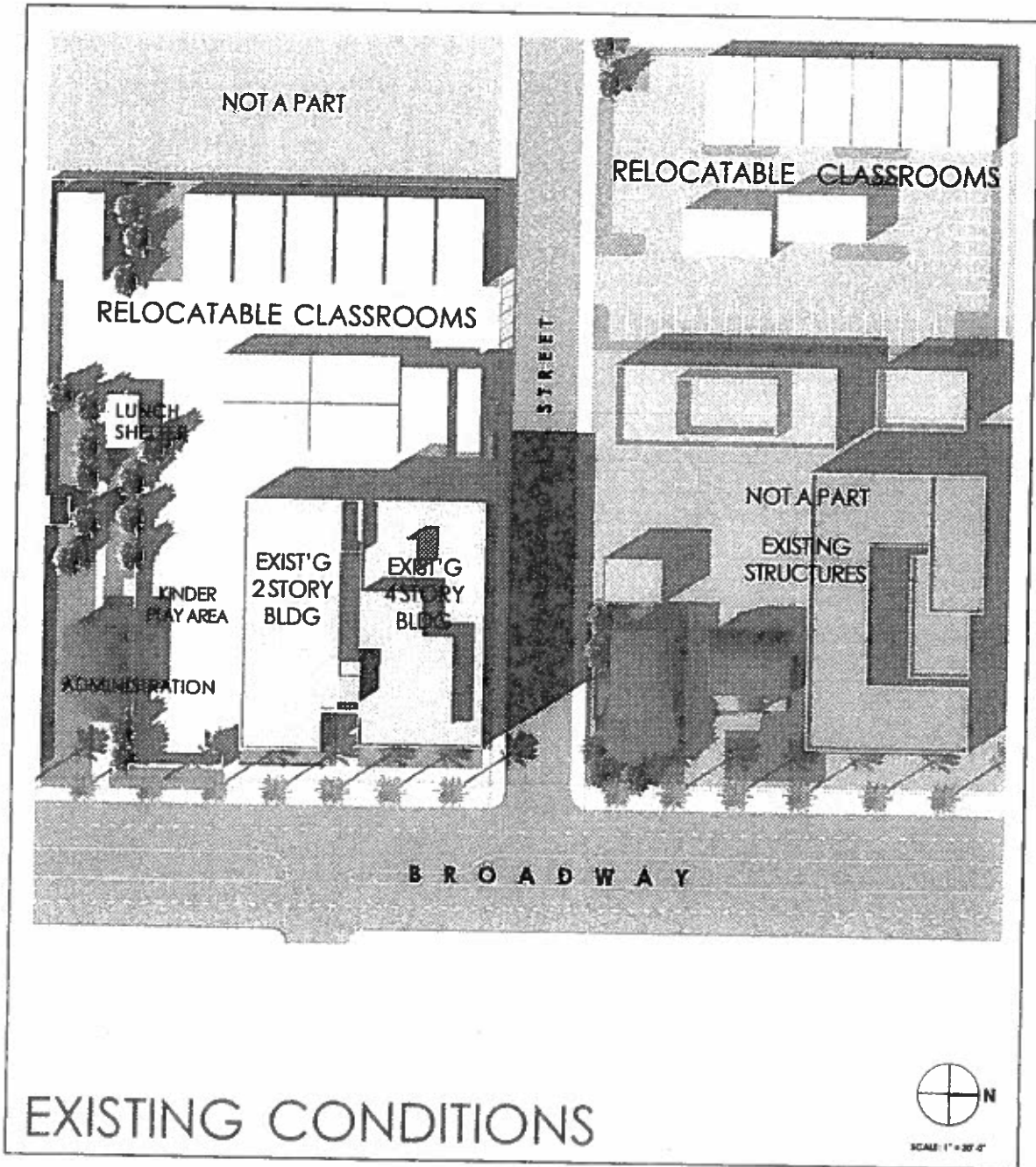
SANTA ANA UNIFIED CHARTER SCHOOL



EL SOL SCIENCE & ARTS ACADEMY

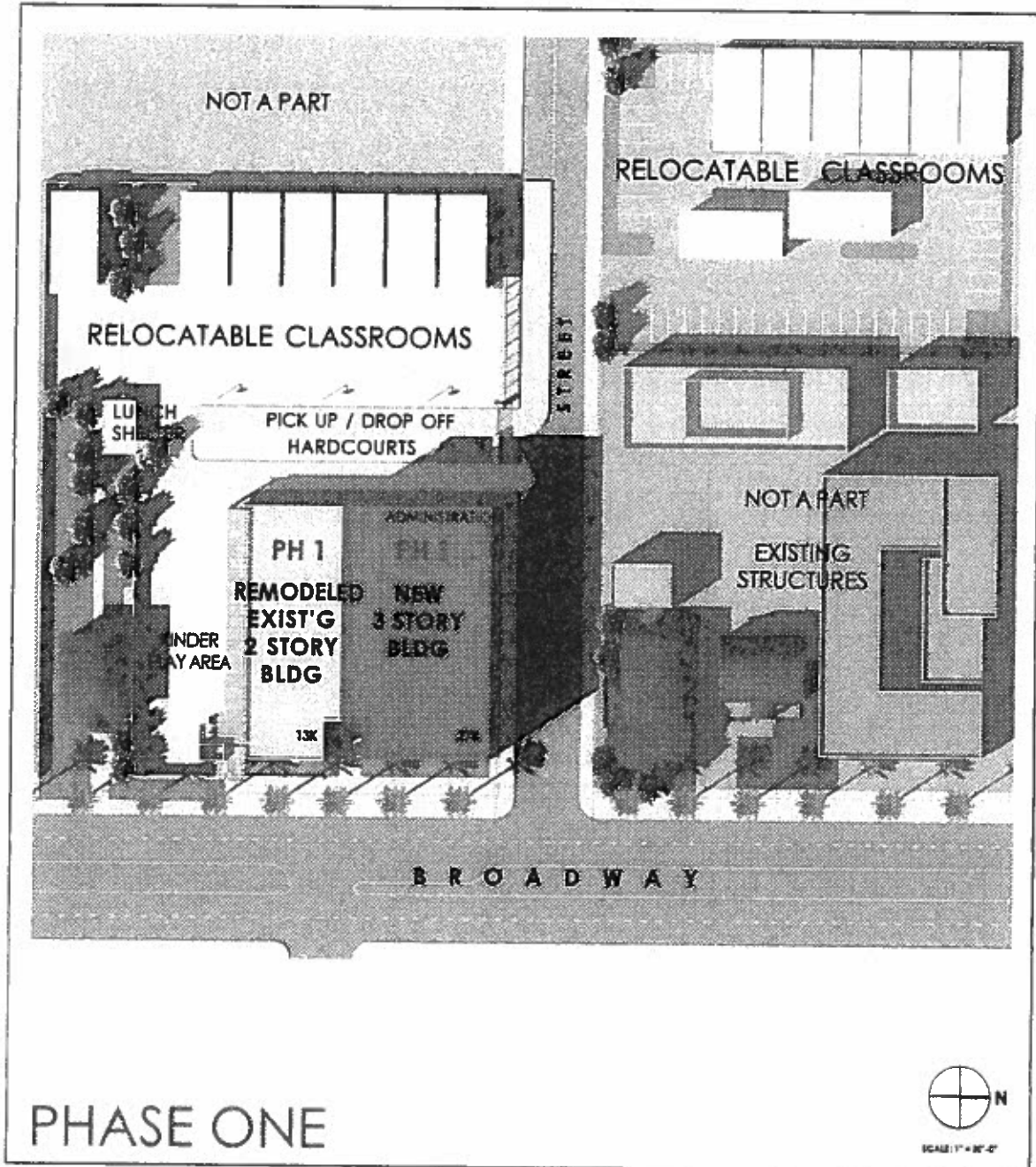


EL SOL
SANTA ANA SCIENCE & ARTS ACADEMY
SANTA ANA UNIFIED CHARTER SCHOOL



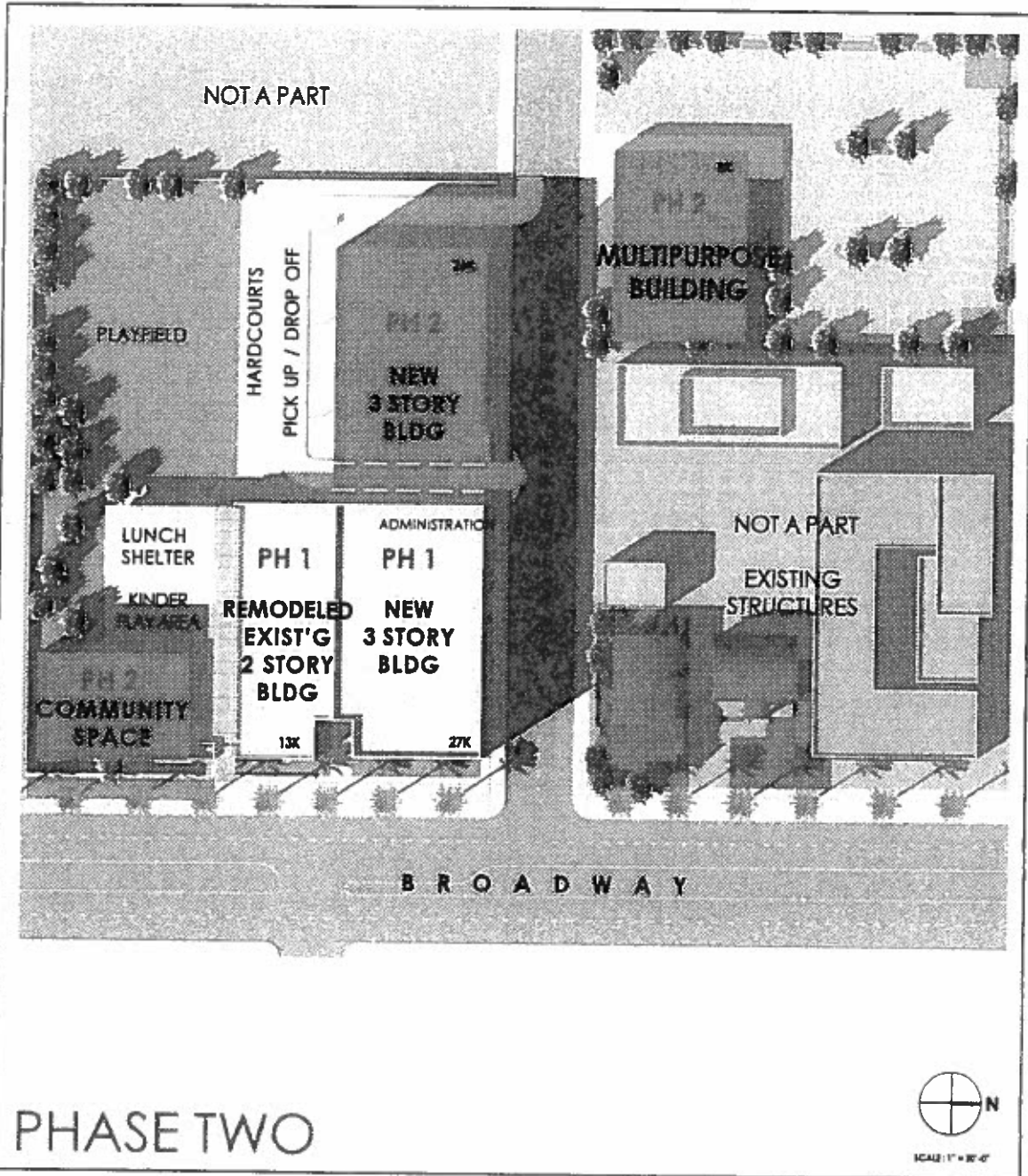


EL SOL
SANTA ANA SCIENCE & ARTS ACADEMY
SANTA ANA UNIFIED CHARTER SCHOOL





EL SOL
SANTA ANA SCIENCE & ARTS ACADEMY
SANTA ANA UNIFIED CHARTER SCHOOL



EL SOL

Science Arts Academy
 Santa Ana Unified School District Charter School

PROJECT BUDGET ESTIMATE

PHASE ONE

| | | | | |
|---------------------------|----------------------|--------|--|------------------------|
| Construction Costs | | | | |
| Demolition | LS | | | \$200,000.00 |
| Abatement | LS | | | \$50,000.00 |
| Site | LS | | | \$800,000.00 |
| | Grading | | | |
| | Landscaping | | | |
| | Utilities | | | |
| | Site Development | | | |
| Building | | | | |
| Existing 2 Story | \$150.00 | 13,000 | | \$1,950,000.00 |
| New 3 Story | \$200.00 | 25,000 | | \$5,000,000.00 |
| Subtotal | | | | \$8,000,000.00 |
| Soft Costs | | 25% | | \$2,000,000.00 |
| Fees | | | | |
| | A/E, Survey, Geotech | | | |
| | Testing | | | |
| | Permit/Agency | | | |
| | Other | | | |
| F F & E | | | | |
| TOTAL | | | | \$10,000,000.00 |
| Contingency | | 15% | | \$1,500,000.00 |
| TOTAL PHASE ONE | | | | \$11,500,000.00 |

PHASE TWO

| | | | | |
|---------------------------|------------------|--------|--|-----------------------|
| Construction Costs | | | | |
| Site | LS | | | \$300,000.00 |
| | Grading | | | |
| | Landscaping | | | |
| | Utilities | | | |
| | Site Development | | | |
| Building | | | | |
| New 3 Story | \$200.00 | 23,000 | | \$4,600,000.00 |
| MP | \$200.00 | 8,000 | | \$1,600,000.00 |
| Community Space | \$200.00 | 8,000 | | \$1,600,000.00 |
| Subtotal | | | | \$8,100,000.00 |

LMA

EL SOL

Science & Arts Academy
 Santa Ana Unified School District Charter School
 4/6/2010

Program Summary

PHASE 1

Teaching Stations:

| Academic Department | Cr | Labs | Square Footage |
|--------------------------|-----------|----------|----------------|
| Kindergarten | 4 | | 5,800 |
| Grade 1 | 4 | | 3,840 |
| Grade 2 | 4 | | 3,840 |
| Grade 3 | 4 | | 3,840 |
| Grade 4 | 4 | | 3,840 |
| Science | 1 | | 1,150 |
| Art | 1 | | 1,150 |
| Music | 1 | | 1,150 |
| Computer | 2 | | 1,920 |
| Total: Classrooms | 25 | 0 | 26,530 |

Support Spaces:

| | |
|-----------------------|--------------|
| Administration: | 2,010 |
| Service: | 1,050 |
| Library/Media Center: | 1,800 |
| Total Support: | 4,860 |

PHASE 2

Teaching Stations:

| Academic Department | Cr | Labs | Square Footage |
|--------------------------|-----------|----------|----------------|
| Preschool | 1 | | 1,160 |
| Grade 5 | 4 | | 3,840 |
| Grade 6 | 3 | | 2,880 |
| Grade 7 | 3 | | 2,880 |
| Grade 8 | 2 | | 1,920 |
| Total: Classrooms | 13 | 0 | 12,680 |

Support Spaces:

| | |
|--------------------------|---------------|
| Multi-Use/Dance/Fitness: | 8,440 |
| Support Services: | 3,634 |
| Total Support: | 12,074 |

Subtotal: 56,144

Load Factor @ 28%: 15,720

Total Proposed: 71,864

LMA

EXHIBIT "D"
MEMORANDUM OF LEASE

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

Santa Ana Unified School District
Attn: Associate Superintendent, Business Services
1601 E. Chestnut Avenue
Santa Ana, CA 92701

[Space Above For Recorder's Use Only]

The undersigned declare that this Memorandum of Lease is exempt from Recording Fees pursuant to California Government Code Section 6103.

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum") is dated as of October 18, 2011, and is entered into by and between the EL SOL SCIENCE & ARTS ACADEMY OF SANTA ANA, a California non-profit public benefit corporation incorporated for purposes of operating El Sol Sciences and Arts Academy, a California public charter school ("Lessee"), and the SANTA ANA UNIFIED SCHOOL DISTRICT, a public school district organized and existing under the laws of the State of California ("District").

R E C I T A L S

A. District and Lessee have entered into that certain Lease dated October 18, 2011 (the "Lease"), pursuant to which District has agreed to lease and demise to Lessee, and Lessee has agreed to lease and accept from District, land in the City of Santa Ana, County of Orange, State of California, located at 1010 N. Broadway, Santa Ana, Ca, and the improvements thereon (collectively, the "Premises"). The land is more particularly described in the Lease.

B. District and Lessee now desire to enter into and record this Memorandum to enable Lessee to give record notice of the Lease.

A G R E E M E N T

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessee and District agree as follows:

1. Lease. District hereby leases and demises the Premises to Lessee, and Lessee hereby leases and accepts the Premises from District, on the terms and conditions in the Lease for a term commencing on October 18, 2011 and terminating on the earlier of (1) forty (40) years from the date Lessee occupies Phase 2 of the Project or (2) October 1, 2060, subject to earlier termination

termination as provided in the Lease, and upon the terms and conditions set forth in the Lease, all of which are incorporated herein by this reference.

2. Purpose. This Memorandum is prepared for the purposes of recordation only and in no way modifies the terms and conditions of the Lease. In the event any provision of this Memorandum is inconsistent with any term or condition of the Lease, the term or condition of the Lease shall prevail.


3. Counterparts. This Memorandum may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, taken together, shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease as of the date first written above.

LESSEE:

DISTRICT:

EL SOL SCIENCE & ARTS ACADEMY SANTA ANA UNIFIED SCHOOL DISTRICT
OF SANTA ANA

By: 
Print Name: MICHAEL MADRID
Title: BURRO PRESIDENT


By: 
Print Name: Jose Alfredo Hernandez, J.D.
Title: President, Board of Education

EXHIBIT "E"
LIST OF PORTABLES

El Sol Academy Ground Lease Exhibit "E" - Portables on Site

| Contract # | Building ID # |
|------------|---------------|
| 232881 | 33757 |
| 502866 | 40824 |
| 503845 | 38647 |
| 503846 | 40515 |
| 232875 | 40880 |
| 232876 | 41146 |
| 232877 | 40883 |
| 232878 | 40884 |
| 232879 | 40885 |
| 232880 | 40886 |
| 232882 | 40887 |

FIRST AMENDMENT TO GROUND LEASE

This First Amendment to Ground Lease (“Amendment”) dated as of March 27, 2013, (the “Effective Date”) is entered into by and between the SANTA ANA UNIFIED SCHOOL DISTRICT, a public school district organized and existing under the laws of the State of California (the “District”), and EL SOL SCIENCE & ARTS ACADEMY OF SANTA ANA, a California nonprofit public benefit corporation (“Lessee”), with reference to that certain Ground Lease (the “Lease”) dated as of October 18, 2011, by and between the District, as lessor, and Lessee, as lessee. District and Lessee shall be referred to herein as “Parties” and individually as “Party.” Capitalized terms used herein and defined in the Lease have the meanings set forth in the Lease, unless otherwise provided herein.

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

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

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

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

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

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

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

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

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

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

(f) The District is the owner in fee simple of the Site (as hereinafter defined), and, to the best of District's knowledge, there are currently no leasehold mortgages, deeds of trust, or other security interests encumbering the Site, other than those put in place by Lessee.

(b) Section 11(e) of the Lease is amended to read as follows:

(e) Lessee shall develop the Project in two phases ("Phase 1" and "Phase 2) as described in Exhibit "C," provided that Lessee may develop Phase 2 in such sequence and sub-phases (each, a "Sub-Phase") as Lessee reasonably may determine.

(c) Pursuant to Sections 12(e) and (f) of the Lease, the District extends the Phase 1 Funding Date and the Phase 1 Completion Date as follows:

(i) The Phase 1 Funding Date and the Phase 1 Completion Date each shall be extended to June 30, 2014.

(ii) The Phase 2 Funding Date and the Phase 2 Completion Date each shall be extended to December 31, 2030.

(d) Section 12 of the Lease is amended by adding the following subsection (h) immediately after subsection (g):

(h) With the prior written consent of the District (which shall not unreasonably be withheld, but which approval may be conditioned), and, if required, the Division of the State Architect, Lessee may amend or modify the Project, the plans and specifications therefor or the Project budget.

(e) Section 13 of the Lease is amended to read as follows:

Section 13. Title on Termination. The Lessee shall, upon the termination or expiration of this Ground Lease or its extension, quit and surrender the Project, and all right, title and interest in and to all improvements and equipment constructed or installed on the Site, including the Project, shall vest in the District free and clear of all and any liens and encumbrances created or caused by the Lessee at the date of termination or expiration. Prior to the date of the termination or expiration of this Ground Lease, Lessee shall retain all right, title and interest in and to all improvements and equipment constructed or installed on the Site by Lessee.

(f) Section 26 of the Lease is amended

(i) by striking "no mortgagee who pledges this Ground Lease shall have the rights " and inserting in lieu thereof, "no mortgagee who receives a mortgage, assignment, or pledge of this Ground Lease (any holder of any such mortgage, pledge, or assignment being referred to herein as a "Leasehold Mortgagee") shall have the rights"; and

(ii) by adding the following paragraphs at the end of Section 26:

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

(a) any actions or elections permitted to be taken or made hereunder shall be determined and exercised solely by the Leasehold Mortgagee whose Leasehold Mortgage is most senior in priority (unless otherwise directed in writing by such senior Leasehold Mortgagee), and the District is entitled to rely on Lessee's or Leasehold Mortgagee's statement(s) or agreement(s) of seniority (provided however, if Lessee either does not clarify which Leasehold Mortgagee has seniority or there are conflicting statements made to the District) then the District shall be entitled to rely on its reasonable determination of seniority. Lessee and all the Leasehold Mortgagees shall indemnify, defend and hold the District harmless from claims, costs, expenses, liabilities, causes of action and the like arising from the District's acceptance of a cure from any Leasehold Mortgagee or from any dispute concerning the ability of the presumptive senior lender to bind the group of Leasehold Mortgagees; and

(b) the time periods in Section 33 for any action or response by any Leasehold Mortgagee shall run concurrently for all Leasehold Mortgagees.

(g) The lead paragraph of Section 29 of the Lease is amended to read as follows:

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

(h) All references in the Lease to "then-applicable surplus property procedures", including but not limited to those in Sections 29 and 36 of the Lease, are each amended by inserting "mandatory" immediately after "then-applicable."

(i) All references in the Lease to a "mortgage", "leasehold mortgage", "mortgagee" or "leasehold mortgagee" shall be deemed to refer to a "Leasehold Mortgage" or "Leasehold

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

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

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

(a) Notice. Lessee and/or each Leasehold Mortgagee shall, simultaneously with or within thirty (30) days of the execution of the Leasehold Mortgage held by such Leasehold Mortgagee, send to the District a true copy thereof, together with written notice specifying the name and address of such Leasehold Mortgagee and the pertinent recording data with respect to such Leasehold Mortgage (if available). After receipt of such notice, the District agrees that so long as any such Leasehold Mortgage shall remain unsatisfied of record or until written notice of satisfaction is given by the holders thereof to the District, the provisions of this Section and Sections 26 and 29 shall apply. The District will deliver to the Leasehold Mortgagee a copy of any notice of default which the District delivers to Lessee hereunder at the time of giving such notice to Lessee. The District will not exercise any right, power or remedy with respect to any default hereunder, and no notice to Lessee of any such default shall be effective and no grace or cure periods under this Lease shall be deemed to commence unless and until the District shall have so delivered to the Leasehold Mortgagee written notice or a copy of its notice to Lessee of such default or any such termination, as the case may be so that Leasehold Mortgage may exercise its rights under this Section.

(b) Cure. The District shall accept from any Leasehold Mortgagee any and all payments and performance of Lessee's obligations under this Lease, whether before or after Lessee's default, with the same force and effect as if paid or performed by Lessee. The District agrees that in the event that Lessee shall not cure or remedy any default or breach of covenant by Lessee under this Lease within the curative period provided for such cure or remedy in this Lease, then Leasehold Mortgagee shall have the right, at its sole option, to exercise any one or more of the following rights:

(i) to cure or remedy, or cause to be cured or remedied, for an additional period following the District's giving of the notice of default to Lessee (herein the "Leasehold Mortgagee Curative Period"), of such duration as is hereinafter specified, and the District shall accept such cure or remedy; it being agreed that:

(A) subject to the further provisions of this Section, in the case of any default by Lessee in the payment of any sum of money or the performance of any other covenant of Lessee under this Ground Lease, the Leasehold Mortgagee Curative Period shall be an

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

(B) in the event that the default of Lessee does not involve the payment of a sum of money and such default cannot reasonably be cured within such ninety (90) day period and that Leasehold Mortgagee has commenced efforts to cure such default (or efforts to exercise remedies to enable it to cure such default) within ninety (90) days following the Leasehold Mortgagee Curative Commencement Date, Leasehold Mortgagee shall have an additional reasonable period of time following the end of such ninety (90) day period within which to cure such default, and so long as Leasehold Mortgagee shall be diligently pursuing its efforts to cure, the District shall accept such cure or remedy when effected; and

(C) in no event shall any Leasehold Mortgagee be required to cure any defaults by Lessee, including any defaults that by their nature are not susceptible to cure by Leasehold Mortgage, and with respect to such defaults, the same shall be deemed cured by Leasehold Mortgagee if Leasehold Mortgagee has commenced efforts to exercise remedies under its Leasehold Mortgage and succeeding to the Leasehold Interest in accordance with the provisions of this Section; it being agreed that the District shall not terminate this Lease, commence eviction proceedings or accelerate rent during the foregoing curative periods extended to Leasehold Mortgagee;

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

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

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

(iii) With respect to a Leasehold Mortgagee that shall have financed or refinanced one or more Phases or Sub-Phases of the Project (which have been completed in accordance with this Lease), but not one or more other Phases or Sub-Phases of the Project, in the event of a failure of the Lessee to commence or complete such other Phase(s) or Sub-Phase(s) of the Project, (A) such Leasehold Mortgagee shall not be required to cure the Lessee's failure to commence or complete such other Phase(s) or Sub-Phase(s) of the Project in order to preserve its Leasehold Mortgage and its rights under this Lease with respect to the Phase(s) or Sub-Phase(s) that have been completed, and (B) unless such Leasehold Mortgagee elects, by written notice to Lessor within the Leasehold Mortgagee Curative Period, to complete such other Phase(s) or Sub-Phase(s), this Lease shall be subject to termination only with respect to those Parcels (as defined in Section 50 below) on which such other Phase(s) or Sub-Phase(s) are to be developed and not those Parcels on which the Phase(s) or Sub-Phase(s) have been completed. Nothing herein shall be deemed to limit any claim for recovery of damages that the Lessor may have against the Lessee having failed to commence or complete such other Phase(s) or Sub-Phase(s) on account of such default, provided that the same shall not be asserted against a Leasehold Mortgagee with respect to its interest in the completed Phase(s) or Sub-Phase(s) of the Project, nor cause or result in any termination of this Lease with respect to the applicable Parcel(s) for such completed Phase(s) or Sub-Phase(s) or any execution of any judgment against the Lessee with respect to such Parcel(s).

(c) Transfer. The District's consent and approval shall not be required in connection with any the transfer of Lessee's interest in this Lease and Premises arising out of any Foreclosure, subject to compliance with the terms of this Section. In the event of the assignment or transfer of Lessee's Leasehold Interest pursuant to any Foreclosure, no such Foreclosure shall constitute a default by Lessee under this Lease, and any Purchaser of the Leasehold Interest shall be entitled to all the benefits of this Lease. The District agrees to execute such documents as may be reasonably necessary to evidence such Purchaser's rights as lessee under this Lease. Upon any rejection of this Lease by any trustee of the Lessee in any bankruptcy, reorganization, arrangement or similar proceeding which would, if it were not for this Section, cause this Lease to terminate, without any action or consent by the District, Lessee or any Leasehold Mortgagee ("Bankruptcy Termination"), the transfer of Lessee's interest hereunder to such Leasehold Mortgagee or its nominee shall automatically occur ("Deemed Transfer"). The Leasehold Mortgagee may terminate this Lease following a Deemed Transfer upon giving notice thereof to the District no later than thirty (30) days after the Bankruptcy Termination. Upon any such termination, the Leasehold Mortgagee shall have no further obligations hereunder (including any obligations which may have accrued prior to such termination) except

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

(d) Recognition of Leasehold Mortgagee. Upon any Foreclosure and resulting transfer of the Leasehold Interest, the District will recognize the Leasehold Mortgagee, any affiliate or nominee or Leasehold Mortgagee, or any other person, firm or corporation acquiring the Leasehold Interest as lessee under this Lease pursuant to any foreclosure, deed or assignment in lieu of foreclosure, or similar transfer pursuant to any exercise of remedies under any Leasehold Mortgage (collectively, a "Purchaser"), on the same terms and provisions and with all of the rights and privileges of Lessee, provided (i) such Purchaser agrees to assume and be bound by all of the terms, covenants and conditions of this Lease pursuant to an assumption agreement reasonably acceptable to the District, (ii) such Purchaser is either a Permitted Operator (as defined below) or has contracted with a Permitted Operator to operate a charter school at the Site, and (iii) Leasehold Mortgagee or other Purchaser shall cure all defaults under this Lease as required under the provisions of this Section, including those with regard to the payment of past due rent, within the curative period described herein. No consent or approval by the District shall be required in connection with the commencement or completion of any Foreclosure or any assignment or transfer of Lessee's rights under this Lease in connection with any such Foreclosure.

(e) Permitted Operator. In this Lease, a "Permitted Operator" meets the following requirements:

(i) is either (X) an operator of one or more other charter schools under charters granted by the District, and as such is in compliance with all applicable laws and regulations, and District Charter Policies, or (Y) an operator of one or more charter schools outside of the District, with a strong local track record of public instruction and operation as a charter school serving communities similar to the community served by Lessee at the Site;

(ii) A public benefit corporation in good standing and qualified to do business in California; and

(iii) has presented to the District for its approval a credible education plan and program that acknowledges community engagement to create a broadly supportive educational experience.

(f) Attornment. In the event that any Purchaser shall acquire the rights of Lessee pursuant to the provisions of this Section, such Purchaser will attorn to the District, and the District will recognize Purchaser as the lessee under this Lease. The Purchaser shall thereupon be deemed to have assumed all of the obligations of the Lessee to the District under this Lease, and provided that the

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

(g) Assignments by Leasehold Mortgagee. In the event that the Leasehold Mortgagee or any affiliate or nominee thereof shall acquire the Leasehold Interest pursuant to the Leasehold Mortgage and the provisions set forth in this Section, Leasehold Mortgagee or such affiliate or nominee shall be entitled to further assign the Leasehold Interest in connection with the sale and assignment of such interest and the Improvements, without the further consent or approval of the District, to a Permitted Operator. Any subsequent assignment of the Leasehold Interest shall be subject to such consent as required under the terms of this Lease.

(h) Intervention. The Parties hereto shall give the Leasehold Mortgagee notice of any condemnation proceedings affecting the Leased Premises, and such Leasehold Mortgagee shall have the right to intervene and be made a party to any such condemnation proceedings in the place and stead of Lessee. The Lessee's interest in any award or damages for such taking is hereby set over, transferred and assigned to the Leasehold Mortgagee to the extent that such transfer and assignment is provided for by the terms of any such Leasehold Mortgage. The Leasehold Mortgagee shall also have the right to appear in and participate in all proceeding, including any arbitration proceedings, which could affect the Leasehold Mortgagee's security or the provisions of this Lease or which relate to the premises under this Lease, at the expense of the Lessee.

(i) Naming Mortgagee. The District agrees that the name of the Leasehold Mortgagee may be added to the "Loss Payable Endorsement" of any and all insurance policies required to be carried by Lessee hereunder on condition that the insurance proceeds are to be applied (either by Lessee or by any such Leasehold Mortgagee) and that the Leasehold Mortgagee shall be entitled to administer and apply all insurance proceeds so received, provided the same shall be done consistently with the requirements of Section 35 of this Ground Lease.

(j) No Personal Liability. No Leasehold Mortgagee shall become personally liable under the agreements, terms, covenants or conditions of this Lease or any New Lease entered into in accordance with the provisions of Section 29 unless and until it becomes, and then only for as long as it remains, the owner of the Leasehold Interest. Upon any assignment of this Lease or the aforesaid new lease by any owner of the leasehold estate whose interest shall have been acquired by, through or under any Leasehold Mortgage or from any holder there-of, the assignor shall be relieved of any further liability which may accrue under this Lease or the aforesaid new lease from and after the date of such assignment provided that the assignee shall execute and deliver to the District a recordable instrument of assumption wherein such assignee shall assume and agree to perform and observe the covenants and conditions in this Lease or the aforesaid new lease contained on Lessee's part to be

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

(k) No Voluntary Termination or Merger. Lessee agrees not to abandon the Leased Premises or the Leasehold Interest nor take any action to terminate this Lease without the prior written consent of the Leasehold Mortgagee. The District agrees that it shall give notice of any such abandonment or action by Lessee to Leasehold Mortgagee, and Leasehold Mortgagee shall thereupon be entitled to exercise its rights and remedies under its Leasehold Mortgage and the provisions of this Section. Any failure of the District to provide notice shall not constitute a default by District, but the District will not exercise any right, power or remedy with respect to any such abandonment or action to terminate by Lessee, and no notice to Lessee of any such abandonment or action to terminate shall be effective and no grace or cure periods under this Lease shall be deemed to commence unless and until the District shall have so delivered to the Leasehold Mortgagee written notice or a copy of its notice to Lessee of such default or any such termination, as the case may be so that Leasehold Mortgage may exercise its rights under this Section. There shall be no merger of this Lease nor of the leasehold estate created by this with the fee estate in the Leased Premises or any part thereof by reason of the fact that the same person, firm, corporation or other entity may acquire or own or hold, directly or indirectly, any of the following: (i) this Lease or the leasehold estate created by this Lease or any interest in this Lease or in any such leasehold estate and (ii) the fee estate in the Leased Premises or any part thereof or any interest in such fee estate. No merger shall occur unless and until all corporations, firms and other entities, including any Leasehold Mortgagee, having any interest in (1) this Lease or the leasehold estate created by this Lease and (2) the fee estate in the Leased Premises or any part thereof or any interest in such fee estate shall join in a written instrument effecting such merger and shall duly record the same.

(l) No Changes to Lease. Lessee shall not make, and the District will not accept, any voluntary surrender, cancellation, modification or amendment of or to this Lease at any time while the Leasehold Mortgage is in effect, without first obtaining the prior written consent of each Leasehold Mortgagee.

(m) Leasehold Mortgagee as Beneficiary. Each Leasehold Mortgagee is an express third party beneficiary of the provisions of this Section and shall be entitled to enforce the same directly against the District, provided that all actions shall be consolidated in and presented by the senior Leasehold Mortgagee.

(n) Bankruptcy of the District. In the event that the District shall become subject to any bankruptcy or insolvency proceeding, any rights, elections, or actions available to Lessee therein shall be subject to the rights of Leasehold

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

(o) Acknowledgement. The District shall, upon request, execute, acknowledge and deliver to the Leasehold Mortgagee making such request an agreement prepared at the sole cost and expense of Lessee, in form reasonably satisfactory to the District and such Leasehold Mortgagee, between the District, Lessee and such Leasehold Mortgagee, agreeing to all of the provisions of this Section and Section 29 hereof, confirming the District's recognition of the applicable Leasehold Mortgage and the rights of the Leasehold Mortgagee hereunder, and providing for the manner in which notices are to be sent between the parties.

(p) Conflicting Terms. The terms of this Section 33 shall control over any conflict between the terms of this Section 33 and any other terms of this Ground Lease.

(k) The first paragraph of Section 35 of the Lease is amended by inserting "and the Site or Project can be restored" immediately after "actually held by Lessee."

(l) The second paragraph of Section 35 of the Lease is amended by inserting "are damaged by fire or other perils and the Project and Site cannot be restored, of if the Site or Project" immediately after "If the Site or Project."

(m) Section 38 of the Lease is amended by deleting from such Section all of paragraphs (c) through (k) thereof.

(n) Exhibit C of the Lease is amended by substituting Exhibit C attached hereto as Exhibit C to the Lease.

2. Parcelization; Easements. The following provision is hereby added as a new Section 50 to the Lease:

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

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

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

8. Demolition Costs. The total Demolition Costs expended by the District are Five Hundred Sixty Two Thousand Six Hundred Fifty-Two Dollars (\$562,652.00), which Lessee shall reimburse to the District as follows:

(a) Within thirty (30) days of the Effective Date of this Amendment, Lessee shall pay the amount of One Hundred Twenty Five Thousand Dollars (\$125,000.00) to the District.

(b) If Lessee realizes any savings ("Savings"), meaning the construction costs for Phase 1 incurred or to be incurred by Lessee or Assignee are lower than the Initial Financing received by Assignee for the construction of Phase 1, Lessee shall pay or cause Assignee to pay the amount of such Savings to the District within six months of the completion of Phase 1, defined as Lessee's occupancy of Phase 1.

(c) In the event that the Savings on Phase 1, if any, are not sufficient to repay the Demolition Costs in full, commencing on October 18, 2013, and continuing on the eighteenth day of October of each year thereafter until the earlier of (i) October 18, 2020, and (ii) the date the Demolition Costs have been reimbursed in full with interest as provided below, in lieu of making the Annual Contribution required under Section 15(a) of the Lease, Lessee shall make a payment to the District in an amount equal to the lesser of (x) the Annual Contribution and (y) the unreimbursed Demolition Costs and accrued interest thereon.

(d) On October 18, 2020, Lessee shall pay in full all remaining unreimbursed Demolition Costs and all accrued interest thereon. Lessee may prepay the unreimbursed Demolition Costs and interest accrued in whole or in part thereon at any time.

(e) Interest shall accrue on unreimbursed Demolition Costs from the date of completion of Phase 1 at a rate equal to the Orange County investment pool interest rate until the Demolition Costs are reimbursed in full. All payments on account of Demolition Costs or interest accrued thereon shall be applied first to accrued interest and then to unreimbursed Demolition Costs.

9. Extraordinary Repair Fund. Notwithstanding the provisions of Section 15 of the Lease, commencing on October 18, 2013, and continuing on the eighteenth day of October of each year thereafter until the total amount deposited into the Extraordinary Repair Fund equals the Maximum Fund Amount, Lessee shall deposit into the Extraordinary Repair Fund the difference, if any, between (a) the Annual Contribution and (b) the amount paid to the District pursuant to Section 8(c) of this Amendment.

10. Cooperation. The Parties acknowledge that it may be necessary to execute documents other than those specifically referred to herein in order to complete the objectives and requirements that are set out in this Amendment. The Parties hereby agree to cooperate with each other by executing such other documents or taking such other actions as may be reasonably necessary to complete the objectives and requirements set forth herein in accordance with the intent of the Parties as evidenced in this Amendment.

11. Effect of First Amendment. Except as expressly set forth herein, the terms and provisions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to Ground Lease as of the date first written above.

“District”

SANTA ANA UNIFIED SCHOOL DISTRICT

By: Joe Dixon 3-27-13
Joe Dixon, Assistant Superintendent
Facilities & Governmental Relations

By: Stefanie P. Phillips 3-28-13
Stefanie P. Phillips, Ed., CBO
Deputy Superintendent

Approved as to Form:

By: Lindsay A. Thorson
Lindsay A. Thorson, District Legal Counsel
Atkinson, Andelson, Loya, Rudd & Romo

“Lessee”

EL SOL SCIENCE & ARTS ACADEMY OF SANTA ANA

By: Monique Daviss
Monique Daviss, Executive Director

Exhibit C

RECORDING REQUESTED BY
FIDELITY NATIONAL TITLE

23020979-TC

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

Musick, Peeler & Garrett LLP
One Wilshire Boulevard, Suite 2000
Los Angeles, California 90017

Attention: Brian L. Holman, Esq.

Recorded in Official Records, Orange County
Hugh Nguyen, Clerk-Recorder



38.00

2013000230015 4:24 pm 04/17/13

53 Sec2 A34 F13 4

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MEMORANDUM OF ASSIGNMENT OF LEASE

THE UNDERSIGNED ASSIGNOR DECLARE(s):

Exempt from documentary transfer tax under Revenue and Tax Code section 11930.

This MEMORANDUM OF ASSIGNMENT OF LEASE is made by EL SOL SCIENCE & ARTS ACADEMY OF SANTA ANA, a California non-profit public benefit corporation ("Assignor" or "Lessee"), and SAEF 1010 NORTH BROADWAY LLC, a California limited liability company ("Assignee" or "Lessor").

The Santa Ana Unified School District, a public school district organized and existing under the laws of the State of California ("District"), as lessor, and Assignor, as lessee, have entered into that certain unrecorded Ground Lease dated as of October 18, 2011* (as amended, the "Lease"), as amended by the First Amendment to Ground Lease dated as of March 27, 2013, pursuant to which District leased and demised to Assignor, and Assignor has leased and accepted from District, the land described in Exhibit "A" attached hereto and all improvements thereon (the "Premises") for a term commencing on October 18, 2011, and terminating on the earlier of (1) forty years from the date Assignor occupies Phase 2 of the Project or (2) October 1, 2060, subject to earlier termination as provided in the Lease, upon the terms and conditions set forth in the Lease, all of which are incorporated herein by this reference.

NOW, THEREFORE, pursuant to the terms of the Assignment and Assumption Agreement (the "Assignment") dated as of April 18, 2013, by and between Assignor and Assignee, Assignor assigns Assignor's entire estate, right, title, interest and obligations under the Lease to Assignee and Assignee agrees to be expressly bound by the terms of the Lease and to assume all obligations of Assignor under the Lease.

The Assignment is made as a gift and for no consideration.

[SIGNATURES ON NEXT PAGE]

*A Memorandum of which
Recorded April 12, 2013
As Instrument No
2013000219035

The terms of this instrument shall be deemed a Memorandum of the Assignment. In the event of any inconsistency between this Memorandum or the Assignment, the Assignment shall control.

LESSOR:

**SAEF 1010 NORTH BROADWAY LLC,
a California limited liability company**

**By: SANTA ANA EDUCATION FACILITIES,
a California nonprofit public benefit corporation,
its sole and managing member**

By: 
Marshall Kaplan, President

LESSEE:

**EL SOL SCIENCE & ARTS ACADEMY OF SANTA
ANA,
a California nonprofit public benefit corporation**

By: 
Monique Daviss, Executive Director

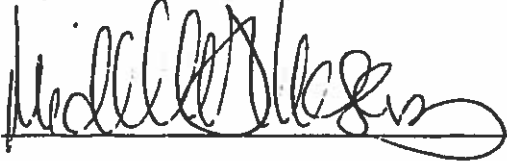
STATE OF CALIFORNIA
COUNTY OF Orange

} ss.

On March 29, 2013 before me, Michele D Mesaros, Notary Public, personally appeared Marshall Kaplan + Monique Daviss who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

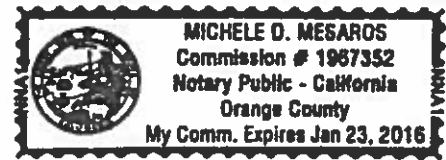


EXHIBIT A

Legal Description

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

PARCEL A:

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

PARCEL B:

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

EXCEPT THE WEST 50.00 FEET OF SAID LOT 15.

PARCEL C:

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

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

Exhibit D

SUBLEASE AGREEMENT

by and between

SAEF 1010 NORTH BROADWAY LLC,

a California limited liability company

as Landlord

and

EL SOL SCIENCE & ARTS ACADEMY OF SANTA ANA,

a California nonprofit public benefit corporation

as Sublessee

dated as of April 18, 2013

for the use and occupation of certain premises by

EL SOL SANTA ANA SCIENCE AND ARTS ACADEMY,

a California public charter school

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SUBLEASE AGREEMENT

This Sublease Agreement (“**Sublease**”), dated for reference purposes only April 18, 2013, is made by and between **SAEF 1010 NORTH BROADWAY LLC**, a California limited liability company (“**Landlord**”), and **EL SOL SCIENCE & ARTS ACADEMY OF SANTA ANA**, a California nonprofit public benefit corporation (the “**Tenant**,” and together with Landlord, collectively the “**Parties**,” or individually a “**Party**”). Tenant is entering into this Sublease to provide for the use and occupation of the Premises (as defined below) by **EL SOL SCIENCE AND ARTS ACADEMY** (the “**School**”), a California public charter school operated by Lessee.

RECITALS:

A. The Santa Ana Unified School District, a public school district organized and existing under the laws of the State of California (the “**District**”), as lessor, and Tenant, as lessee, are parties to that certain Ground Lease (as amended, the “**Ground Lease**”) dated as of October 18, 2011, as amended by the First Amendment to Ground Lease dated as of March 27, 2013 (the “**First Amendment**”), relating to the real property commonly referred to as 1010 N. Broadway and 325 and 329 Halesworth Street, Santa Ana, California 92701. A copy of the Ground Lease is attached hereto as Exhibit B. Capitalized terms used in this Sublease that are not otherwise defined shall have the meanings set forth in the Ground Lease.

B. Pursuant to that certain Assignment and Assumption of Lease dated as of the date hereof by and between Tenant, as assignor, and Landlord, as assignee, Tenant has assigned its entire estate, right, title, interest and obligations under the Ground Lease to Landlord.

C. Landlord and Tenant desire to provide for the subletting of the Premises to Tenant.

NOW THEREFORE, Landlord and Tenant hereby agree as follows:

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

1.1 **Sublease.**

(a) This Sublease is and shall be at all times subject and subordinate to the Ground Lease.

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

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

(c) Landlord agrees to maintain the Ground Lease in effect during the entire term of this Sublease.

(d) Landlord represents to Tenant that Landlord has obtained the District's consent to this Sublease, that the Ground Lease is in full force and effect, and that no default exists on the part of Landlord, or to Landlord's knowledge, the District under the Ground Lease.

1.2 **Premises.** That certain real property, together with all improvements thereon, described in Exhibit A attached hereto, commonly known as 1010 N. Broadway and 325 and 329 Halesworth Street, Santa Ana, California 92701 (the "**Premises**").

1.3 **Term.** The term of this Sublease ("**Term**") shall commence on the date hereof (the "**Commencement Date**") and will end on June 30, 2038 ("**Expiration Date**"). Tenant has no right under Section 12(f) of the Ground Lease to terminate this Sublease.

1.4 **Extension Option.** None.

1.5 **Base Rent.** During the period of the Term commencing on the earlier of (i) September 1, 2013, and (ii) the date the Improvements described in Section 2.1 have been completed (the "**Completion Date**"), the "**Base Rent**" payable shall be 1/12th of the Annual Base Rent amounts set forth on Schedule 1 to this Sublease. Base Rent is payable in advance every month by no later than the first day of that month. If the first or last period for which Base Rent is due is not a full month, then such Base Rent shall be prorated based on the number of days in that period over the number of days in that month.

(b) Not applicable.

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

(d) If the Tenant contends that an adjustment to Base Rent made pursuant to Section 1.4(c) causes the total Rent payable under this Sublease to exceed Fair Market Rent, the adjusted Base Rent shall be determined as follows.

(i) Within thirty (30) days after the Tenant receives written notice of the adjustment to Base Rent, Tenant shall notify Landlord in writing that Tenant contends that the adjustment to Base Rent causes the total Rent payable under this Sublease to exceed Fair Market Rent. Within thirty (30) days after the receipt of such notice, Landlord shall notify Tenant in writing as to Landlord's determination, in Landlord's good faith judgment, of the Fair Market Rent together with reasonable back-up material supporting Tenant's determination. Tenant shall have twenty (20) days from receipt of Landlord's determination of the Fair Market Rent accept or reject Landlord's determination.

(ii) If Tenant timely objects to Landlord's determination of Fair Market Rent, Landlord and Tenant shall diligently attempt in good faith to agree on the Fair Market Rent within ten (10) days of Tenant's notice of objection ("**Outside Agreement Date**"). If Landlord and Tenant fail to reach agreement by the Outside Agreement Date, each shall make a separate determination of the Fair Market Rent within five (5) days of the Outside Agreement Date. Such determination shall then be submitted to arbitration in accordance with (iii) below.

(iii) Within fifteen (15) days of the Outside Agreement Date, Landlord and Tenant shall each appoint an arbitrator and give notice to the other party of such arbitrator's name and business address. The arbitrator must be a licensed real estate broker or appraiser who has been active in the leasing or appraising of commercial properties in the downtown Santa Ana area for at least five (5) years. If each party appoints an arbitrator, the two appointed arbitrators shall, within ten (10) days after the appointment of the second arbitrator, agree on and appoint a third similarly qualified arbitrator and promptly provide notice to Landlord and Tenant of such arbitrator's name and business address. Within thirty (30) days after the appointment of the third arbitrator, the three (3) arbitrators shall decide whether the Parties will use Landlord's or Tenant's submitted Fair Market Rent and shall promptly notify the Landlord and Tenant of their decision. The decision of the majority of the three (3) arbitrators shall be binding on Landlord and Tenant.

(iv) Until the Fair Market Rent has been agreed upon, the adjusted Base Rent shall be the adjusted Base Rent as initially notified to Tenant by Landlord. In the event the adjustment to Base Rent causes the total Rent payable under this Sublease to exceed Fair Market Rent, the adjustment to Base Rent shall be reduced by the amount of such excess effective as of the date of the adjustment, and Landlord shall promptly credit or pay Tenant for any such excess previously paid by Tenant. Otherwise, the Base Rent shall remain the adjusted Base Rent as initially notified to Tenant by Landlord.

1.6 **Ancillary Agreements.** Concurrently with the execution of this Sublease, Tenant will execute or enter into the following ancillary documents and agreements for the benefit of the Lender described in Section 6.1(b):

(a) Subordination and Attornment Agreement dated as of the date hereof among Lender, Landlord and Tenant (the "**Subordination and Attornment Agreement**").

2. Premises.

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

Tenant acknowledges that Landlord will demolish an existing building on the Premises and construct Phase 1 of the Project (the "**Improvements**") pursuant to the terms of the QALICB Loan Agreement described in Section 6.1 and the Ground Lease. Landlord agrees to cause the construction of the Improvements to be completed (other than punchlist items), so as to be suitable for occupancy by Tenant, as expeditiously as reasonably possible, but not later than December 31, 2013, other than on account of any delays caused by Tenant. Tenant acknowledges and agrees that Tenant will not have use or occupancy of the portion of the Premises upon which the Improvements will be constructed or of any adjacent construction staging area from the commencement of demolition and construction until completion of the Improvements, and Tenant agrees to cooperate with Landlord and Landlord's contractors and subcontractors in facilitating the construction of the Improvements. For all purposes of this Sublease, the Improvements shall be deemed to be completed upon the issuance of a certificate of occupancy by the City of Santa Ana or the Division of the State Architect, or such other equivalent certificate as permits the Tenant to use the Improvements, provided that notwithstanding the issuance of such permits, Landlord shall cause any remaining "punch-list" items to be promptly completed at no cost to the Tenant. Tenant hereby acknowledges and agrees to accept the Improvements in their "as is" condition on the Completion Date. All references in this Sublease to the "Premises" shall be deemed to include the Improvements.

2.2 **Compliance.** If the applicable building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("**Applicable Requirements**") require, during the Term, the construction of an addition to or an alteration of the Premises or any portion of the buildings on the Premises (the "**Buildings**"), the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Premises and/or the Buildings, the Tenant hereby agrees to undertake and complete such construction, alteration, remediation, reinforcement or other modification (each, a "**Capital Expenditure**"), and the costs therefor shall be incurred solely by Tenant.

2.3 **Acknowledgements.** Tenant acknowledges that its acceptance of the Improvements on the Completion Date shall be conclusive evidence that it has made all investigations and inspections as it deems necessary with respect to the suitability of the Improvements as it relates to Tenant's occupancy thereof and the compliance of the Improvements with Applicable Requirements as of the Completion Date.

3. Term.

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

4. Rent and Expenses.

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

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

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

- (i) Gross receipts taxes, whether assessed against the Landlord or assessed against the Tenant and collected by the Landlord;
- (ii) Water, sewage, and waste or refuse removal charges;
- (iii) Gas, electricity, telephone and other utilities;
- (iv) Reasonable costs incurred in the day-to-day management (if any), including the cost of management personnel;
- (v) Air conditioning & heating;
- (vi) Elevator maintenance (if any);
- (vii) Supplies, materials, labor, equipment, and utilities used in or related to the operation and maintenance of the Premises;
- (viii) All maintenance, replacement and repair costs including, without limitation, janitorial, cleaning and repair services relating to the Premises and all improvements thereon, including, without limitation, air conditioning systems, landscaping, service areas, building exteriors (including painting), signs and directories, repairing and replacing roofs, walls, janitorial (if any is supplied), capital improvements and upgrades, and cost of compliance with applicable laws;
- (ix) Capital improvements made to the Premises (whether funded in full or amortized with reasonable financing charges) which may be required by any government authority or which will improve the operating efficiency of the Premises;
- (x) Real Property Taxes (as defined in Section 10.1);

- (xi) Any other costs or expenses incurred by Landlord under this Sublease and not otherwise reimbursed by Tenant. Expenses shall not include the costs of development, financing and construction of the Improvements or depreciation on the buildings of which the Premises are a part;
- (xii) Insurance premiums for such policies obtained pursuant to Section 8.2 hereof and 8.1, if applicable, and any other insurance Landlord is required to maintain pursuant to the QALICB Loan (as defined in Section 6.1(b));
- (xiii) Any costs incurred by Landlord pursuant to Section 2.2 or Section 9.3 hereof; and
- (xiv) Any rent payable by Landlord pursuant to any parking space lease or any similar agreement entered into by Landlord during the Term which provides for parking spaces for the Premises (with Tenant's share thereof being based on the number of parking spaces actually allotted to Tenant).

4.3 **Additional Rent.** In addition to Base Rent and Expenses, Tenant shall be responsible for the payment of Additional Rent. Additional Rent shall be paid to Landlord on demand or, if such Additional Rent is ongoing and can be calculated on a periodic basis, on a monthly basis pursuant to a written schedule from time to time delivered by Landlord.

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

(i) Amounts necessary to pay, or to reimburse the Landlord for, any fees, expenses, taxes or assessments that it pays under the terms of the QALICB Loan Agreement to or on behalf of the Lender;

(ii) Amounts necessary to pay, or to reimburse the Landlord for any payments it makes with respect to, the reasonable fees and expenses of such employees, agents, accountants, consultants, attorneys and other experts as may be engaged by Landlord to prepare such audits, financial statements, reports, opinions, or provide such other services, as may be required under the QALICB Loan Agreement;

(iii) Amounts required to be paid by the Landlord in connection with any and all indemnities it gives under the QALICB Loan Agreement;

(iv) Amounts necessary to pay, or to reimburse the Landlord for payments it makes with respect to, Landlord's reasonable general operating expenses, including Landlord's payment of Landlord's share of the reasonable general operating expenses of Landlord's sole member; and

(v) Costs and expenses incurred by Landlord in connection with any refinance of the Landlord's debt.

4.4 **Payment.** Tenant shall cause all Rent payable to Landlord under this Sublease to be received by Landlord in lawful money of the United States on or before the day on which it is due, without offset, abatement or deduction. Rent for any period during the Term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of

said month. Payment of Rent due to Landlord shall be made to Landlord at its address stated herein or to such other persons or place as Landlord may from time to time designate in writing.

4.5 **Budgeting Rent.** The Tenant covenants to take such action as may be necessary to include all such payments of Rent due hereunder in its annual budgets, to make, as necessary, annual appropriations for all such payments and to take such action annually as shall be required to provide funds in such year for such payments of Rent.

4.6 **Accounting.** If the Landlord so requests in writing, Tenant agrees to provide Landlord with an annual, or more frequent, accounting of the Expenses paid for the current calendar year.

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

5. **Intentionally Omitted.**

6. **Use.**

6.1 **Use.**

(a) Tenant shall use and occupy the Premises only for office and classroom space and for other uses necessary to operate the School (the "Agreed Use") and for no other purpose, provided that, with Landlord's written consent not to be unreasonably withheld or delayed, Tenant may sub-lease on reasonable terms approximately 4,000 square feet of building space to Share Our Selves Corporation, a California nonprofit public benefit corporation, for the operation of a clinic and wellness center. Tenant shall not engage in an Excluded Business (as defined in the QALICB Loan Agreement, as defined below) and shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or causes damage to neighboring property or properties. Tenant shall be the primary user of the Premises and the principal business activity of Tenant shall not be rental to others of real property.

(b) Tenant has been provided and has reviewed copies of all QALICB Loan Documents, including, without limitation, the QALICB Loan Agreement, the QALICB Notes, the QALICB Deed of Trust and the QALICB Assignment of Leases (each as defined below). Tenant shall comply with and perform all such obligations which may be required of Tenant in order to permit the Landlord to comply with the QALICB Loan Agreement, including, without

limitation, Article VI thereof. Tenant acknowledges that no amendment or modification of this Sublease will be effective without the prior written consent of Lender described below. Tenant shall provide Landlord and upon written request the Lender (i) with all information required to comply with all reporting requirements of the QALICB Loan Documents applicable to Tenant, (ii) all such documentation as Landlord may be obligated to cause Tenant to provide under the terms of, and in accordance with the time requirements of the QALICB Loan Agreement and (iii) such other information as may be reasonably requested by Landlord or Lender. For the purposes of this Sublease, the QALICB Loan Documents shall include those certain documents executed to evidence the certain loan (the "QALICB Loan") in the amount of \$7,250,239 made by ExED Facilities XI, LLC (the "Lender") to Landlord as borrower, including without limitation that certain Loan and Security Agreement (the "QALICB Loan Agreement") between Landlord as borrower and Lender, the Promissory Notes (referred to as Note A, Note B and Note C in the QALICB Loan Agreement) made by Landlord in favor of Lender (collectively the "QALICB Notes"), the Construction Leasehold Deed of Trust, Security Agreement, and Fixture Filing dated on or about the date hereof made by Landlord as Trustor in favor of Lender as Beneficiary (the "QALICB Deed of Trust"), the Assignment of Leases and Rents dated on or about the date hereof made by Landlord in favor of Lender (the "QALICB Assignment of Leases"), and any other documents executed by Landlord relating to the QALICB Loan. Any loan that is subsequent to (and/or a refinancing of all or part of) the QALICB Loan is referred to as a "Subsequent Loan." Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the QALICB Loan Documents. Any loan which is secured by the Premises, if not repaid by the proceeds of the Subsequent Loan, and any Subsequent Loan, as the same may be amended, supplemented, modified, restructured or replaced are referred to collectively as a "Loan."

6.2 Hazardous Substances.

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

paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Landlord, Lender or Tenant to any liability therefor. In addition, Landlord may condition its consent to any Reportable Use upon receiving such additional assurances as Landlord reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Sublease expiration or termination) of protective modifications (such as concrete encasements).

(b) **Duty to Inform Landlord.** If Tenant knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Landlord, Tenant shall immediately give written notice of such fact to Landlord, and provide Landlord with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Tenant Remediation.** Tenant shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Tenant's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Tenant, or pertaining to or involving any Hazardous Substance brought onto the Premises during the Term of this Sublease, by or for Tenant, or any third party.

(d) **Tenant Indemnification.** Tenant shall indemnify, defend and hold Landlord, its managing member, and the agents, employees, officers, and directors of either of them harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Tenant (provided, however, that Tenant shall have no liability under this Sublease with respect to underground migration of any Hazardous Substance under the Premises from adjacent properties not caused or contributed to by Tenant). No termination, cancellation or release agreement entered into by Landlord and Tenant shall release Tenant from its obligations under this Sublease with respect to Hazardous Substances, unless specifically so agreed by Landlord in writing at the time of such agreement.

(e) **Hazardous Substance Condition Remediation.** If Tenant becomes aware of a Hazardous Substance Condition occurring during the Term of this Sublease, then Tenant shall notify Landlord and Landlord shall make the investigation and remediation thereof required by the Applicable Requirements, the costs relating thereto constituting an Expense for which Tenant is responsible and this Sublease shall continue in full force and effect, but subject to Landlord's rights under Section 6.2(d). "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance as defined in Section 6.2(a), in, on, or under the Premises which requires repair, remediation, or restoration.

6.3 Tenant's Compliance with Applicable Requirements. Except as otherwise provided in this Sublease, Tenant shall, at Tenant's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Landlord's engineers and/or consultants which relate in any manner to the Applicable Requirements, without regard to whether such Applicable Requirements are now in effect or become effective after the Commencement Date. Tenant shall, within ten (10) days after receipt of Landlord's written request, provide Landlord with copies of all permits and other documents, and other information evidencing Tenant's compliance with any Applicable Requirements specified by Landlord, and shall immediately upon receipt, notify Landlord in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Tenant or the Premises to comply with any Applicable Requirements.

7. Maintenance; Repairs.

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

7.2 Landlord's Obligations. Subject to the provisions of Sections 2.2 (Condition), 9 (Damage or Destruction), and 13 (Condemnation), Landlord shall have no obligation to repair or maintain the Premises. If and to the extent Landlord incurs any obligation for which Tenant is liable under Section 7.1, the costs relating thereto shall be deemed an "Expense" hereunder which Tenant shall pay.

7.3 Utility Installations; Trade Fixtures; Alterations.

(a) **Definitions.** The term "Utility Installations" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "Trade Fixtures" shall mean Tenant's machinery

and equipment that can be removed without doing material damage to the Premises. The term “Alterations” shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. “Tenant Owned Alterations and/or Utility Installations” are defined as Alterations and/or Utility Installations made by Tenant that are not yet owned by Landlord pursuant to Section 7.4(a).

(b) **Consent.** Tenant shall not make any Alterations or Utility Installations to the Premises without Landlord’s prior written consent, except as provided herein. Tenant may make non-structural Alterations or Utility Installations and may make structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Landlord, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, and will not affect the electrical, plumbing, HVAC, and/or life safety systems. Notwithstanding the foregoing, Tenant shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Landlord. Any Alterations or Utility Installations that Tenant shall desire to make and which require the consent of the Landlord shall be presented to Landlord in written form with detailed plans. Consent shall be deemed conditioned upon Tenant’s: (i) acquiring all applicable governmental permits, (ii) furnishing Landlord with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Tenant shall promptly upon completion furnish Landlord with as-built plans and specifications.

(c) **Liens; Bonds.** Tenant shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Tenant at or for use on the Premises, which claims are or may be secured by any mechanic’s or materialmen’s lien against the Premises or any interest therein. Tenant shall give Landlord not less than ten (10) days notice prior to the commencement of any work in, on or about the Premises, and Landlord shall have the right to post notices of non-responsibility. If Tenant shall contest the validity of any such lien, claim or demand, then Tenant shall, at its sole expense defend and protect itself, Landlord and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof.

7.4 Ownership; Removal; Surrender; and Restoration.

(a) **Ownership.** All Alterations and Utility Installations made by Tenant shall be the property of Tenant. All Tenant Owned Alterations and Utility Installations shall, at the expiration or termination of this Sublease, at the option of the Landlord, (i) be removed by the Tenant or (ii) become the property of Landlord and be surrendered by Tenant with the Premises.

(b) **Surrender and Restoration.** Tenant shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. “Ordinary wear and tear” shall not include any damage or deterioration that would have been prevented by good maintenance practice. Tenant shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures,

furnishings, and equipment as well as the removal of any storage tank installed by or for Tenant. Tenant shall completely remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Tenant (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises), even if such removal would require Tenant to perform or pay for work that exceeds statutory requirements. Trade Fixtures shall remain the property of Tenant and shall be removed by Tenant. Any personal property of Tenant not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Tenant and may be disposed of or retained by Landlord as Landlord may desire. The failure by Tenant to timely vacate the Premises pursuant to this Section 7.4(b) without the express written consent of Landlord shall constitute a holdover under the provisions of Section 23 below.

8. Insurance; Indemnity.

8.1 Liability. Tenant shall keep in force such liability insurance policies and in such amounts as are set forth in Exhibit C attached hereto. The premium for such insurance shall be deemed an "Expense" hereunder.

8.2 Property. Tenant shall obtain and keep in force a policy or policies of property insurance in the name, and for the benefit, of Landlord, with loss payable to Landlord and to any lender insuring loss or damage to the Premises. The amount of such insurance shall be as set forth in Exhibit C attached hereto. The premium for such insurance shall be deemed an "Expense" hereunder.

8.3 Rental Interruption. Tenant shall also obtain and keep in force, for the benefit of the Landlord, rental interruption insurance insuring Landlord for the amounts of Base Rent arising from an interruption of the payment of the Base Rent otherwise payable by Landlord hereunder, as set forth in Exhibit C attached hereto. The premium for such insurance shall be deemed an "Expense" hereunder.

8.4 Waiver of Subrogation. Without affecting any other rights or remedies, Tenant and Landlord each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Landlord or Tenant, as the case may be, so long as the insurance is not invalidated thereby.

8.5 Indemnity. Except for Landlord's negligence or willful misconduct, Tenant shall indemnify, protect, defend and hold harmless the Premises, Landlord and its agents, partners, members, directors, officers and lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Tenant. If any action or proceeding is brought against Landlord by reason of any of the foregoing matters, Tenant shall upon notice defend the same at Tenant's expense by counsel

reasonably satisfactory to Landlord and Landlord shall cooperate with Tenant in such defense. Landlord need not have first paid any such claim in order to be defended or indemnified.

8.6 Exemption of Landlord from Liability. Landlord shall not be liable for injury or damage to the person or goods, wares, merchandise or other property of Tenant, Tenant's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or from other sources or places.

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

9. Damage or Destruction.

9.1 Definitions.

(a) **"Damage"** shall mean damage or destruction to the improvements on the Premises.

(b) **"Insured Loss"** shall mean Damage which was caused by an event required to be covered by the insurance described in Section 8.2, irrespective of any deductible amounts or coverage limits involved.

(c) **"Replacement Cost"** shall mean the cost to repair or rebuild the improvements owned by Landlord at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

9.2 Damage - Insured Loss. Subject to the terms of the QALICB Loan Agreement and the Ground Lease, Landlord shall be entitled to any and all insurance proceeds that are available as a result of the Damage. If Damage that is an Insured Loss occurs, then Tenant shall be entitled to use the insurance proceeds that are actually collected as a result of the Damage to repair the Damage as soon as reasonably possible and this Sublease shall continue in full force and effect. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to affect such repair, Tenant shall promptly contribute the shortage in proceeds as and when required to complete said repairs.

9.3 **Damage - Uninsured Loss.**If Damage that is not an Insured Loss occurs, (i) Tenant may repair such damage as soon as reasonably possible at Tenant's expense, in which event this Sublease shall continue in full force and effect, or (ii) Landlord may terminate this Sublease by providing written notice to Tenant within thirty (30) days after receipt by Landlord of knowledge of the occurrence of such Damage.

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

10. **Real Property Taxes.**

10.1 **Definition.**As used herein, the term "Real Property Taxes" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Landlord in the Premises, Landlord's right to other income therefrom; and/or Landlord's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the address of the Premises and where the proceeds so generated are to be applied by the city, county or other local taxing authority of a jurisdiction within which the Premises is located. Real Property Taxes shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the Term of this Sublease, including but not limited to, a change in the ownership of the Premises, and (ii) levied or assessed on machinery or equipment provided by Landlord to Tenant pursuant to this Sublease.

10.2 **Payment of Taxes.**Tenant shall timely file for exemption against any Real Property Taxes and shall maintain such exemption during the Term. In any event, Tenant shall pay, before the same become past due, the Real Property Taxes applicable to the Premises during the Term to the extent any such Real Property Taxes are charged, levied, assessed or imposed.

10.3 **Personal Property Taxes.**Tenant shall timely file for exemption against any taxes on Tenant Owned Alterations, Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Tenant and shall maintain such exemption during the Term. Tenant shall pay, prior to delinquency, all such taxes to the extent they are charged, levied, assessed or imposed after an exemption for such taxes is filed as required hereunder.

11. **Assignment and Subletting.**

11.1 **By Tenant.**Tenant shall not sublease, assign, mortgage, pledge, hypothecate or encumber this Sublease or any of Tenant's interest hereunder without the prior written consent of Landlord (which shall not be unreasonably withheld). Tenant acknowledges that, pursuant to the Ground Lease, Landlord is required to obtain the District's approval to a sublease, assignment or other transfer of Tenant's interest in the Sublease and that Landlord's disapproval shall be deemed reasonable if based on the District's disapproval. Tenant acknowledges that, pursuant to the QALICB Loan Agreement, Landlord also is required to obtain Lender's approval to a

sublease, assignment or other transfer of Tenant's interest in the Sublease and that Landlord's disapproval shall be deemed reasonable if based on Lender's disapproval.

11.2 **By Landlord.** Tenant acknowledges that the Premises are subject to the QALICB Deed of Trust and the QALICB Assignment of Leases and that this Sublease is assigned to the Lenders as security for the QALICB Loan. Tenant further acknowledges that, following the pay-off of the QALICB Loan, the Premises may be made subject to a subsequent deed of trust in favor of another lender, which subsequent deed of trust will at the request of the subsequent lender, be made senior to this Sublease.

12. **Default; Breach; Remedies.**

12.1 **Default; Breach.** A "Default" is defined as a failure by the Tenant to comply with or perform any of the terms, covenants or conditions under this Sublease. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of Tenant to cure such Default within any applicable grace period:

(a) The abandonment of the Premises.

(b) The failure of Tenant to make any payment of Rent required to be made by Tenant hereunder, whether to Landlord or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Sublease which endangers or threatens life or property, regardless of whether the School occupying the Premises should close or Tenant no longer operates a charter school on the Premises, where such failure continues for a period of five (5) business days following written notice to Tenant.

(c) A Default by Tenant as to the terms, covenants, conditions or provisions of this Sublease, other than those described in subparagraphs 12.1(a) or (b) above, where such Default continues for a period of thirty (30) days after written notice; provided, however, that if the nature of Tenant's Default is such that more than thirty (30) days are reasonably required for its cure, then it shall not be deemed to be a Breach if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

(d) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "debtor" as defined in 11 U.S.C. §101 or any successor statute thereto (unless, in the case of a petition filed against Tenant, the same is dismissed within ninety (90) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Sublease, where possession is not restored to Tenant within sixty (60) days; or (iv) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Sublease, where such seizure is not discharged within sixty (60) days; provided, however, in the event that any provision of this subparagraph (e) is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(e) The discovery that any financial statement of Tenant given to Landlord was materially false.

12.2 Remedies. If Tenant fails to perform any of its affirmative duties or obligations (other than compliance with covenants and financial reporting requirements pursuant to Section 28), within fifteen (15) days after written notice (or, in the case of those duties and obligations that cannot reasonably be performed within fifteen (15) days after notice, to commence and diligently prosecute such duties and obligations to completion), Landlord may, at its option, perform such duty or obligation on Tenant's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Tenant shall pay to Landlord the costs and expenses incurred by Landlord in such performance upon receipt of an invoice therefor. In the event of a Breach, including Tenant's failure to comply with the covenants or financial reporting requirements set forth in Section 28, Landlord may, with or without further notice or demand, and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such Breach:

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

(b) Continue the Sublease and Tenant's right to possession and recover the Rent as it becomes due. Acts of maintenance, efforts to relet, and/or the appointment of a

receiver to protect the Landlord's interests, shall not constitute a termination of the Tenant's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the State wherein the Premises are located. The expiration or termination of this Sublease and/or the termination of Tenant's right to possession shall not relieve Tenant from liability under this Sublease, including under any indemnity provisions of this Sublease as to matters occurring or accruing during the term hereof or by reason of Tenant's occupancy of the Premises.

12.3 **Interest.** Any monetary payment due Landlord hereunder not received by Landlord when due as to scheduled payments (such as Base Rent) or within thirty (30) days following the date on which it was due for non-scheduled payments, shall bear interest from the date when due as to scheduled payments, or the 31st day after it was due as to non-scheduled payments. The interest ("**Interest**") charged shall be computed at the rate of ten percent (10%) per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to any late charges and default rate interest under the QALICB Loan or any Subsequent Loan as provided in Section 6.1 hereof.

13. **Condemnation.** If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Sublease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs, and Expenses thereafter shall be limited to those applying to the remaining Premises subject to this Sublease. Subject to the terms of the QALICB Loan Agreement, in the event that there is a Condemnation of less than all of the Premises, and such portion so taken is material to Tenant's use and quiet enjoyment of the Premises as a whole, then all available Condemnation awards and/or payments shall be used first, to restore the remaining portion of the Premises to a usable whole, and second, to reduce the balance of any loan made to Landlord and secured by the Premises in proportion to the portion taken or sold. Any portion of the award and/or payment that remains after the foregoing purposes have been satisfied shall be the property of Landlord. Subject to the terms of the QALICB Loan Agreement, if the entirety of the Premises is taken, then the Condemnation awards and/or payments shall be the property of Landlord.

14. **Estoppel Certificates.** Each Party (as "**Responding Party**") shall within ten (10) days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by the AIR Commercial Real Estate Association, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

15. **Definition of Landlord.**The term “Landlord” as used herein shall mean the owner or owners at the time in question of the fee title to the Premises. Upon any transfer of fee title to the Premises, the prior Landlord shall be relieved of all liability with respect to the obligations and/or covenants under this Sublease thereafter to be performed by the Landlord. Subject to the foregoing, the obligations and/or covenants in this Sublease to be performed by the Landlord shall be binding only upon the Landlord as hereinabove defined.

16. **Severability.**The invalidity of any provision of this Sublease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

17. **Days.** Unless otherwise specifically indicated to the contrary, the word “days” as used in this Sublease shall mean and refer to calendar days.

18. **Limitation on Liability.**The obligations of Landlord under this Sublease shall not constitute personal obligations of Landlord, and Tenant shall look to the Premises, and to no other assets of Landlord, for the satisfaction of any liability of Landlord with respect to this Sublease.

19. **Time of Essence.**Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Sublease.

20. **No Prior or Other Agreements.**This Sublease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective.

21. **Notices.**

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

21.2 **Addresses.**

Landlord: SAEF 1010 North Broadway LLC
c/o Santa Ana Education Facilities
1010 N. Broadway
Santa Ana, CA 92701
Attention: Chief Financial Officer

Tenant: El Sol Science & Arts Academy of Santa Ana
1010 N. Broadway
Santa Ana, CA 92701
Attention: Chief Financial Officer

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

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

21.3 Date of Notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown; the postmark thereon. If sent by regular mail the notice shall be deemed given 48 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices transmitted by facsimile transmission or similar means shall be deemed delivered upon telephone confirmation of receipt (confirmation report from fax machine is sufficient), provided a copy is also delivered via delivery or mail. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

22. Waivers. No waiver by Landlord of the Default or Breach of any term, covenant or condition hereof by Tenant, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Tenant of the same or of any other term, covenant or condition hereof.

23. No Right to Holdover. Tenant has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Sublease. In the event that Tenant holds over, then the Base Rent shall be increased to 110% of the Base Rent applicable immediately preceding the expiration or termination. Nothing contained herein shall be construed as consent by Landlord to any holding over by Tenant.

24. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

25. Covenants and Conditions; Construction of Agreement. All provisions of this Sublease to be observed or performed by Tenant are both covenants and conditions. In construing this Sublease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Sublease. Whenever required by the context, the singular shall include the plural and vice versa. This Sublease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

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

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

27.1 **Subordination.** Subject to the terms of this section, this Sublease shall be subject and subordinate to any mortgage, deed of trust, or other hypothecation or security device securing Landlord's obligations under any Loan in favor of a Lender (collectively, "Security Device") including, without limitation, the QALICB Deed of Trust and the QALICB Assignment of Leases in favor of Lender and, if requested by Landlord or by any Subsequent Lender, any Security Device in favor of a Subsequent Lender hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. In order to effectuate and/or confirm the subordination of this Sublease to any Security Device, Tenant agrees, with respect to the QALICB Deed of Trust and the QALICB Assignment of Leases, to execute and deliver a Subordination, Nondisturbance and Attornment Agreement ("SNDA") as required under the QALICB Loan Documents as and when requested by Lender and, with respect to any Subsequent Loan (but subject to Section 27.3 below), to execute and deliver within ten (10) days following written request, a recordable SNDA in form provided by the applicable Subsequent Lender. Tenant agrees that Lender and any Subsequent Lender shall have no liability or obligation to perform any of the obligations of Landlord under this Sublease. Lender and any Subsequent Lender may elect to have this Sublease granted hereby superior to the lien of its Security Device by giving written notice thereof to Tenant, whereupon this Sublease shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

27.2 **Attornment.** In the event that Landlord transfers title to the Premises, or the Premises is acquired by another upon the foreclosure or termination of a Security Device to which this Sublease is subordinated (i) Tenant shall, subject to the provisions of Section 27.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Sublease, with such new owner for the remainder of the term hereof, or, at the election of such new owner, this Sublease shall automatically become a new Sublease between Tenant and such new owner, upon all of the terms and conditions hereof, for the remainder of the term hereof, and (ii) Landlord shall thereafter be relieved of any further obligations hereunder (but not obligations that accrued prior to such transfer) and such new owner shall assume all of Landlord's obligations hereunder, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Tenant might have against any prior lessor; (c) be bound by prepayment of more than one month's rent; or (d) be liable for the return of any security deposit paid to any prior lessor, unless such security was assigned by such prior Landlord to the new owner.

27.3 **Non-Disturbance.** With respect to Security Devices entered into by Landlord after the execution of this Sublease other than the QALICB Deed of Trust and the QALICB Assignment of Leases, Tenant's subordination of this Sublease shall be subject to receiving a commercially reasonable SNDA from the Lender, which SNDA provides that Tenant's

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

27.4 Self-Executing.The agreements contained in this Section 27 shall be effective without the execution of any further documents; provided, however, that, upon written request from Landlord or a Lender in connection with a sale, financing or refinancing of the Premises, Tenant and Landlord shall execute such further writings as may be reasonably required to separately document any recognition agreement, subordination, attornment and/or SNDA provided for herein.

28. QALICB Loan Agreement Covenants.For the benefit of the Landlord and Lender, Tenant hereby covenants and agrees to comply with and perform all of the covenants applicable to Tenant set in the Exhibit attached hereto as Exhibit D.

29. Landlord's Access; Showing Premises; Repairs.Landlord shall have the right to enter the Premises at any time in the case of an emergency, and otherwise at reasonable times after twenty-four hours' prior notice for the purpose of inspecting the Premises, verifying compliance by Tenant with this Sublease, showing the Premises to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Landlord may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises as long as there is no material adverse effect to Tenant's use of the Premises.

30. Quiet Possession.Subject to payment by Tenant of the Rent and performance of all of the covenants, conditions and provisions on Tenant's part to be observed and performed under this Sublease, Tenant shall have quiet possession and quiet enjoyment of the Premises during the Term hereof.

31. Counterparts.This Sublease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

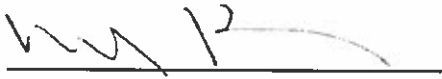
32. Amendments.This Sublease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Tenant's obligations hereunder, Tenant agrees to make such reasonable non-monetary modifications to this Sublease as may be reasonably required by a lender in connection with the obtaining of normal financing or refinancing of the Premises.

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

LANDLORD:


SAEF 1010 NORTH BROADWAY LLC,
a California limited liability company

By: Santa Ana Education Facilities,
a California nonprofit public benefit
corporation,
its sole member

By: 
Marshall Kaplan, President

TENANT:

**EL SOL SCIENCE & ARTS ACADEMY
OF SANTA ANA,**
a California nonprofit public benefit
corporation

By: 
Monique Daviss, Executive Director

SCHEDULE 1

The Base Rent

From the Commencement Date through April 30, 2020: \$398,520 per annum.

From May 1, 2020, through April 30, 2023, \$517,359 per annum.

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

EXHIBIT A

Description of Premises

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

PARCEL A:

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

PARCEL B:

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

EXCEPT THE WEST 50.00 FEET OF SAID LOT 15.

PARCEL C:

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

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

EXHIBIT B
Ground Lease

GROUND LEASE

This Ground Lease, dated as of October 18, 2011 ("Effective Date") (the "Ground Lease"), by and between the SANTA ANA UNIFIED SCHOOL DISTRICT, a public school district organized and existing under the laws of the State of California (hereinafter called "District") and El Sol Science and Arts Academy of Santa Ana, a California non-profit public benefit corporation incorporated for purposes of operating El Sol Sciences and Arts Academy, a California public charter school ("Lessee").

WHEREAS, the District is committed to educational excellence and expanding opportunity for the children within the Santa Ana Unified School District;

WHEREAS, Lessee received approval of its Petition and Charter ("Charter"), from the District in 2000 and on August 22, 2006 received approval for a new five year term through June 30, 2011. A true and correct copy of the renewed Charter is attached hereto and incorporated herein as Exhibit "A";

WHEREAS, on or about October 23, 2009, Lessee 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 2010-2011 school year;

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

WHEREAS, Lessee will conduct programs at the new Site school facility that will promote excellence in education of its students;

WHEREAS, in lieu of the facilities offered by the District in the Final Offer the Parties have agreed to enter into this Ground Lease that will provide a site and facilities for the Lessee's in-District students;

WHEREAS, the Lessee has agreed to undertake the planning, financing and construction for demolition, grading, landscaping, utilities and modernization of a new school facility at 1010 N. Broadway, Santa Ana, Ca, as described in Exhibit "B" (the "Site"), as described in Exhibit "C" (the "Project"), which Exhibit "C" includes a description of the Project, the plans and specifications for the Project, a Project budget, and the Project Schedule;

WHEREAS, The Parties acknowledge that the Site was previously owned and occupied by the Lessee from July 1, 2001 until January 13, 2005, at which time the District purchased the Site from Lessee. The Site has since been occupied continuously by the Lessee under a Charter Facilities Agreement; and

WHEREAS, the Lessee and the District desire to enter into this Ground Lease, subject to the terms and conditions set forth below.

NOW, THEREFORE, the parties hereto mutually agree as follows:

Section 1. Full and Complete Satisfaction Regarding District's Obligation to Provide Facilities Under Proposition 39. Lessee agrees that the provision of the Site pursuant to this Ground Lease constitutes full and complete satisfaction of the District's obligation to provide facilities that are furnished and equipped for classroom instruction, to Lessee under Education Code section 47614 and the Proposition 39 regulations, and any future laws and/or regulations requiring that the District furnish facilities, for the term of this Ground Lease. The Lessee releases the District from any claim that the Lessee, or any successor entity, may have against the District regarding any allegation that the District has taken action to impede the Lessee from expanding its enrollment to meet pupil demand, on the grounds of failure to provide a facility, for the term of the Ground Lease. Furthermore, the Lessee 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 Lessee believes violates the substantive or procedural requirements of Proposition 39 and its implementing regulations, and any future laws and/or regulations requiring that the District furnish facilities, for the term of the Ground Lease.

Nothing in this Section shall limit Lessee's right to future public funding that might become available through existing, new or amended legislation and/or policy developments for programs, or project related monies, which are not related to the provision of facilities by District.

The District agrees to reimburse Lessee for the rental payments for sixteen (16) portables currently existing on the Site ("Portables"). Lessee shall invoice District twice a year for six (6) months of payments. District shall reimburse Lessee for rental payments within thirty (30) days of receipt of an invoice for said amount. Attached as Exhibit "E" is a list of the Portables currently located on the Site, including any identifying serial numbers and current rental payments. District shall only reimburse Lessee for the actual rental payments made by the Lessee, however in no event shall the District pay in excess of the then current amount that District is paying for rental of its own portables. Lessee acknowledges that it shall pay all costs, including the rental payments, for all portables not required to be provided by the District under this Ground Lease. The Parties expressly agree that the District shall only be responsible for the reimbursement of rental payments for the Portables and shall not be responsible for any transportation, installation or maintenance of any of the Portables, or other costs associated therewith. Such additional costs shall be the sole responsibility of the Lessee. Furthermore, the Parties expressly agree that the District's reimbursement of the rental fees for the Portables to be used by the Lessee in no way guarantees the Lessee future use of these Portables beyond the date set forth in this Section. District agrees to reimburse Lessee for the rental payments for the Portables until the earlier of (1) that date that the Portables are not used by in-District students (2) that date that Lessee occupies Phase 1 of the Project or (3) seven (7) years from the Effective Date of this Agreement.

If Lessee opts out of this Ground Lease under Section 10 and desires facilities, or this Lease is otherwise terminated, Lessee must request facilities pursuant to Proposition 39, if applicable, or any future laws and/or regulations requiring that the District furnish facilities. The District shall comply with those laws or regulations applicable at that time.

Section 2. Representations and Warranties of the Lessee. The Lessee makes the following representations and warranties to the District as of the date of the execution of this Ground Lease:

(a) Lessee is duly established, has full legal right, power, and authority to enter into this Ground Lease and to carry out and consummate all transactions contemplated by this Ground Lease, and by appropriate action, has duly authorized the execution and delivery of this Ground Lease.

(b) The officers of the Lessee executing this Ground Lease are duly and properly in office and fully authorized to execute the same.

(c) This Ground Lease has been duly authorized, executed and delivered by the Lessee, and will constitute a legal, valid and binding agreement of the Lessee, enforceable against the Lessee in accordance with its terms.

(d) The execution and delivery of this Ground Lease, and the fulfillment of or compliance with the terms and conditions hereof, will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any indenture, mortgage, deed of trust, agreement, lease, contract or other agreement or instrument to which the Lessee is a party or by which it or its properties are otherwise subject or bound, or, to the knowledge of the Lessee, any applicable law or administrative rule or regulation, or any applicable court of administrative decree or order, or result in the creation or imposition of any prohibitive lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Lessee, which conflict, violation, breach, default, lien, charge or encumbrance might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Ground Lease or the financial condition, assets, properties, or operations of the Lessee.

(e) No consent of approval of any trustee or holder of any indebtedness of the Lessee, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of this Ground Lease or the consummation of any transaction herein contemplated, except as have been obtained or made and as are in full force and effect.

(f) No information, exhibit or report furnished to the District by the Lessee in connection with the negotiation of this Ground Lease contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

Section 3. Representations and Warranties of the District. The District makes the following representations and warranties to the Lessee as of the date of the execution of this Ground Lease:

(a) The District have full legal right, power and authority to enter this Ground Lease and to carry out and consummate all transactions contemplated by this Ground Lease, and by proper action have duly authorized the execution and delivery of this Ground Lease.

(b) The officers of the District executing this Ground Lease are fully and properly holding their respective offices and are fully authorized to execute this Ground Lease.

(c) The Ground Lease has been duly authorized, executed and delivered by the District, and will constitute a legal, valid and binding agreement of the District, enforceable against the District in accordance with its terms.

(d) The execution and delivery of this Ground Lease, and the fulfillment of or compliance with the terms and conditions hereof, will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any indenture, mortgage, deed of trust, agreement, lease, contract or other agreement or instrument to which the District is a party or by which it or its properties are otherwise subject or bound, or, to the knowledge of the District, any applicable law or administrative rule or regulation, or any applicable court of administrative decree or order, or result in the creation or imposition of any prohibitive lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the District, which conflict, violation, breach, default, lien, charge or encumbrance might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Ground Lease or the financial condition, assets, properties, or operations of the District.

(e) No information, exhibit or report furnished by the District to the Lessee in connection with the negotiation of this Ground Lease contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(f) The District is the owner in fee simple of the Site (as hereinafter defined).

Section 4. Lease of Site. The District hereby leases to the Lessee and the Lessee hereby leases from the District, on the terms and conditions hereinafter set forth, the real property more particularly described on the attached Exhibit "B", which by this reference is incorporated herein (the "Site"). The parties acknowledge that the Ground Lease is being executed pursuant to Education Code section 47614 and the Proposition 39 regulations, and in consideration thereof.

Section 5. Mortgaged Property. The property conveyed and encumbered by any mortgage on the leasehold estate created hereby (collectively, the "Mortgaged Property.") includes:

(a) All present and future estate, right, title and interest of the Lessee in and to the Site.

(b) All present and future options of any kind, rights of first refusal, privileges and other benefits of the Lessee under the Ground Lease.

(c) All present and future estate, right, title and interest of the Lessee or sublessees in and to any and all buildings, structures and improvements now or in the future located on the Site.

Section 6. Possession. The Parties hereby affirm that the Lessee already has possession of the Site as of the execution of this Ground Lease.

Section 7. As-Is Condition. The Site is leased in an as-is condition. Without limiting the foregoing, the District does not warrant the suitability of the soil on the Site for support of any improvement to be constructed thereon including, but not limited to, the Project.

Section 8. Quiet Enjoyment. The District covenants that, subject to the limitations expressly set forth herein, the Lessee, upon performing all covenants in this Ground Lease, may quietly have, hold, enjoy and encumber the Site during the term of this Ground Lease and any extended term hereof, without hindrance or interruption by the District.

Section 9. Purpose. The Site shall be used during the term hereof solely by the Lessee for the purposes of constructing the Project and operating the Lessee's educational program in accordance with the Charter.

Section 10. Term and Termination; Renewal; Opt-Out Provision. The term of this Ground Lease shall commence on the Effective Date, and shall end on the earlier of (1) forty (40) years from the date Lessee occupies Phase 2 of the Project or (2) October 1, 2060. Subject to Lessee's charter remaining in tact under state law and Lessee's maintaining both a quality academic program and good fiscal management, two years before the end of this Ground Lease, the Parties agree to begin negotiating in good faith to extend the Ground Lease for a reasonable period.

The parties agree to record a Memorandum of Lease, in substantially the same form as attached as Exhibit "D." The District may terminate this Ground Lease by written notice upon expiration, termination or non-renewal of the Lessee's Charter.

The Parties understand that Lessee will be undertaking, and paying for (at its sole expense), *inter alia*, environmental analyses and feasibility studies for the construction of the Project. In light of the fact that Lessee may discover some unforeseen conditions at the Site, Lessee has the right to opt out of this Ground Lease at any time, for any reason. If Lessee does opt out of this Ground Lease, Lessee will, at its sole expense, restore the Site to at least as good a condition as it was in as of the Effective Date. Lessee shall provide the District with notice of Lessee's intention to opt out of the Ground Lease and simultaneously provide a timeline and plan to the District regarding the restoration of the Site. Notwithstanding any other provision in this Ground Lease, in the event that this Ground Lease is terminated for any reason, Lessee shall not

be responsible for remediating any unforeseen environmental hazards that are discovered during the pendency of the Ground Lease, and currently unknown to Lessee, unless caused by the Lessee.

Section 11. Consideration. The District makes this Ground Lease in consideration for the agreement of the Lessee to plan, finance, construct the Project on the Site, and operate the Project on the site, which Project shall become the property of the District without demand or further action by the District at the termination of this Ground Lease or any extension thereof, except as provided herein. The Project shall be constructed in conformity with the plans provided by the Lessee.

Section 12. Responsibility for Construction of Project. The Lessee shall arrange for the design, financing and construction of the Project, in accordance with the contract documentation approved (or to be approved) by the District and consistent with the requirements of the District. Any substantial change in the approved plans shall be submitted to the District or the District's designee for timely review and approval. A substantial change is defined as "any changes to the major structural characteristics of the project, including the structural system, architectural style, construction materials, and major mechanical, electrical or utility systems as well as the physical characteristics of the project." The design, financing and construction of the Project, including any costs or fees associated with the Project, shall be borne in their entirety by Lessee.

(a) Lessee shall not construct or install any improvements on the Site or otherwise alter the Site without the prior written consent of District (which shall not unreasonably be withheld, but which approval may be conditioned), and if required, the Division of the State Architect. Contractors retained by Lessee 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 buildings codes, Division of the State Architect, fingerprinting requirements and prevailing wage laws, as applicable. 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 Site 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. Lessee 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 Lessee 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, as applicable.

(b) Lessee shall pay for any and all costs associated with California Environmental Quality Act ("CEQA") obligations, including, but not limited to, compliance, mitigation or avoidance of the environmental effects of the Project and 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 act or omission of the Lessee or its directors, officers, employees or contractors related to CEQA.

(c) The Lessee shall ensure that the Project is maintained in a safe condition and that only those involved in supervising and performing the construction work shall be permitted access to the Project.

(d) The Lessee acknowledges that the District has no responsibility or obligation to pay any design, financing and construction costs, taxes, utilities, insurance, permits, licenses, maintenance or repairs, or any similar expenses of operation of the Site or Project, any third party costs or any other costs whatsoever; such responsibility or obligation belongs to the Lessee during the entire term of this Ground Lease or any extension. Lessee shall bear all costs relating to the financing, design and/or construction of the Project.

(e) Lessee shall develop the Site in two phases ("Phase 1" and "Phase 2"), each of which will take approximately seven (7) years; one north of and one south of Alesworth.

(f) Lessee will have until June 30, 2018 to complete Phase 1 of the Project, as described in Exhibit "C" ("Phase 1 Completion Date"). Lessee will have until June 30, 2016 to provide proof of such financing to the District in a form acceptable to the District ("Phase 1 Funding Date"). Lessee will have until June 30, 2025 to complete Phase 2 of the Project, as described in Exhibit "C" ("Phase 2 Completion Date"). Lessee will have until June 30, 2023 to provide proof of such financing to the District in a form acceptable to the District ("Phase 2 Funding Date").

District may terminate the Ground Lease upon written notice if Lessee fails to complete Phase 1 on or before the Phase 1 Completion Date. District may terminate the Ground Lease upon written notice if Lessee fails to complete Phase 2 on or before the Phase 2 Completion Date. Additionally, District may terminate the Ground Lease upon written notice if Lessee fails to provide proof of such financing to the District in a form acceptable to the District on or before the Phase 1 Funding Date for Phase 1, or on or before the Phase 2 Funding Date for Phase 2. The Phase 1 Completion Date and/or the Phase 2 Completion Date may be reasonably extended by the District, at the District's discretion, based on any exigent circumstances that prevent Lessee from complying with this requirement. Additionally, the Phase 1 Funding Date and/or Phase 2 Funding Date may be reasonably extended by the District, at the District's discretion, based on any exigent circumstances that prevent Lessee from complying with this requirement.

(g) Lessee shall deliver to District, promptly after Lessee's receipt thereof, originals or, if originals are not available, copies of any and all of the following instruments and documents pertaining to any testing, construction, repair or replacement of improvements on the Property: (a) plans and specifications for the subject improvements, (b) test results, physical condition and environmental reports and assessments, inspections, and other due diligence materials related to the subject improvements, (c) permits, licenses, certificates of occupancy, and any and all other governmental approvals issued in connection with the subject improvements, (d) agreements and contracts with architects, engineers and other design professionals executed with respect to the design of the subject improvements, (e) construction

contracts and other agreements with consultants, construction managers, general and other contractors, and equipment suppliers pertaining to the construction, repair or replacement, as the case may be, of the subject improvements and (f) all guaranties and warranties pertaining to the construction, repair or replacement, as the case may be, of the subject improvements.

Section 13. Title on Termination. The Lessee shall, upon the termination or expiration of this Ground Lease or its extension, quit and surrender the Project, and all right, title and interest in and to all improvements and equipment constructed or installed on the Site, including the Project, shall vest in the District free and clear of all and any liens and encumbrances created or caused by the Lessee.

Section 14. Maintenance. Throughout the term, the Lessee shall, at Lessee's sole cost and expense, and at no cost and expense to the District, maintain the Site and Project in good condition and repair, and in accordance with all applicable laws, permits, licenses, and governmental authorizations, rules, ordinances, orders, decrees, and regulations now or hereafter issued, promulgated by federal, state, county, municipal, and other governmental bodies, and courts having jurisdiction. Lessee shall promptly and diligently repair, restore, add to, remove, and/or replace, as required, the Site and Project to maintain or comply as above. In the event that Lessee fails to maintain or repair the Site and/or Project, District may, but is not obligated to, at District's sole discretion, undertake any maintenance or repair of the Site and Project and Lessee shall reimburse District for the costs of such repairs or maintenance within sixty (60) days of invoice by District.

Section 15. Extraordinary Repair Fund.

(a) The Lessee shall designate a portion of its regular reserve fund for extraordinary repair of the final Project (the "Extraordinary Repair Fund"). Extraordinary Repair is defined as the replacement or renewal of any element of the Project, and any and all fixtures thereto, for purposes other than normal routine maintenance. The Lessee shall designate an amount equal to Thirty Four Thousand Five Hundred Dollars (\$34,500.00) for deposit into the Extraordinary Repair Fund (the "Annual Contribution"). Thereafter, the Annual Contribution shall continue for 14 years, on the anniversary of the Effective Date. The "Maximum Fund Amount" shall be Four Hundred Eighty Three Thousand Dollars (\$483,000.00).

(b) At least every five (5) years, the Parties shall review the Annual Contribution and the Maximum Fund Amount. Upon agreement of the Parties, the Annual Contribution may be increased or decreased based upon a revision to the Maximum Fund Amount, as agreed to by the Parties based upon a revision to the cash flow projection of amounts necessary to perform Extraordinary Repair, and depletion of the Extraordinary Repair Fund due to expenditures for Extraordinary Repair, as agreed to by the Parties.

(c) The Parties agree that Lessee will be responsible for effecting repairs at the Project. To the extent that Lessee desires to affect repairs with the use of Extraordinary Repair Fund, Lessee shall notify District in writing at least forty-five (45) days in advance of commencing work of its intent to utilize the Extraordinary Repair Fund to complete a repair.

(d) The District may direct the use of the funds in the Extraordinary Repair Fund for repairs that it reasonably determines are necessary. The District shall notify the Lessee in writing of the need for any proposed repair that will make use of Extraordinary Repair Fund. If Lessee has any reasonable objection to the necessity of such repair, it shall notify the District in writing within fifteen (15) days of such objection and the grounds therefor. Otherwise, Lessee shall complete such repairs within a reasonable time period.

(e) Twelve (12) months prior to the termination of the Ground Lease, the District shall evaluate the Project and determine any necessary repairs, at which time the District shall require use of the Extraordinary Repair Fund for the purpose of performing and completing any outstanding Extraordinary Repairs. Any unused portion of the Extraordinary Repair Fund shall remain the property of Lessee.

(f) If there is any dispute regarding the use of the Extraordinary Repair Fund for any repair described in Section 15(c), (d) or (e), the Parties will meet in good faith and attempt to resolve the dispute. If the Parties cannot agree within thirty (30) days of either party notifying the other of a dispute, the Parties will submit to a half day mediation, and any decision by the mediator will be final. The mediation shall be administered by Judicial Arbitration Mediation Services (JAMS). The Parties shall mutually agree upon a JAMS mediator to assist them in resolving their differences within ten (10) days of a Party's notice of referral to mediation. If the Parties are unable to agree upon a mediator, the Parties shall, within fifteen (15) days of the notice of referral to mediation, jointly obtain a list of five mediators from JAMS. The Parties shall alternate striking mediators on that list until one remains. A coin toss shall determine who may strike the first name. The costs for any administrative fees and mediator compensation will be shared equally by the Parties, but each Party shall pay its own attorneys' fees and expert witness fees and other costs associated with the mediation.

Section 16. Reserve Fund for Mortgage Payments. The Lessee shall establish or cause to be established a Mortgage Payment Reserve Fund as required by its lender (the "Mortgage Payment Reserve Fund"). As long as the mortgage on the Ground Lease has not been repaid in full, the Lessee shall ensure that the Mortgage Payment Reserve Fund will not be less than (i) the amount required by the lender.

Section 17. Right of Entry. The District, through any of its duly authorized representatives, shall have the right to enter upon the Project for the purposes of inspection, or any other lawful purpose, including, without being limited to, the right to enter to inspect construction work during the course of construction for compliance with the provisions of this Ground Lease. The District shall exercise such rights reasonably during ordinary business hours, and in such manner as not to interfere with the business of the Lessee or its contractors. The District may enter the Project at any time with 24 hours notice. In the event of an emergency, the District's notice obligations set forth herein shall not apply.

Section 18. Signs. During the term of the Ground Lease (or any extension), the Lessee shall not construct, hang or paint any signs on the grounds or exterior of buildings other than safety or directional signs and signs provided for in the approved plans or required by applicable law or ordinance, without written consent of the District.

Section 19. Waste. The Lessee shall not knowingly commit, suffer or permit any waste or nuisance on the Project or any acts to be done thereon in violation of any applicable laws or ordinances. Lessee warrants that there will no "hazardous substance" stored, used or located in or on the Site that violates federal, state, or local laws, rules, regulations or policies.

Section 20. Taxes and Assessments. Each of the Parties acknowledge that, at present, to their knowledge, and with respect to each Parties' individual present respective use of the Site, there are no taxes, assessment, or charges relating to the Site because of each Parties' tax exempt status. Lessee shall pay lawful taxes, assessments, or charges which may be levied upon any interest the Lessee may have under this Ground Lease (including both the land and improvements) or relating to the Site.

Section 21. Assignment or Sublease. Lessee may not sublet the Project or assign this Ground Lease, or any interest therein, without the prior consent in writing of the District; the District' decision regarding consent will not be unreasonably delayed. Any sublet or assignment must be made to an entity operating, at the Site, a program approved by the District.

Section 22. Liens. In the event the Lessee shall at any time during the term of this Ground Lease cause any changes, alterations, additions, improvements, or other work to be done or performed or materials to be supplied, in or upon the Project, the Lessee shall pay, when due, all sums of money that may become due for any labor, services, materials, supplies or equipment furnished to or for the Lessee in, upon or about the Project and which may be secured by any mechanic's, materialmen's, or other lien against the Project or the Lessee's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or comes due, except that, if the Lessee desires to contest any such lien, it may do so. If any such lien shall be reduced to final judgment and such judgment or such process as may be issued for the enforcement thereof is not promptly stayed, or, if so stayed, said stay thereafter expires, the Lessee shall forthwith pay and discharge said judgment.

Section 23. Relationship of Parties. The Lessee and the agents and employees of the Lessee in the performance of this Ground Lease shall act in an independent capacity and not as officers or employees or agents of the District. The employees of the District who participate in the performance of this Ground Lease are not agents of the Lessee.

Section 24. Reserved.

Section 25. Encumbrance of Leasehold. With the exception of this Ground Lease and as set forth in this Ground Lease, the Lessee shall not encumber the District' fee title. The Lessee has the right to subject this Ground Lease to a mortgage only as set forth in this Ground Lease.

Section 26. Mortgagability of Ground Lease. Lessee, and its successors and assigns, shall have a right to mortgage and pledge this Ground Lease, subject, however, to the requirements that (1) no mortgagee who pledges this Ground Lease shall have the rights or benefits mentioned in this paragraph, nor shall the provisions of this paragraph be binding upon

District, unless and until notice of the name and address of the mortgagee have been delivered to District according to the procedures herein provided for the delivery of notices, (2) any mortgage and pledge upon this Ground Lease explicitly limits leasing the property described in the Site (and any and all improvements thereon) to an entity that operates and maintains on the Site, a program approved by the District, (3) the mortgage will be paid off in full prior to the initial 40-year term of this Ground Lease (4) any attempt to refinance the mortgage requires written notice to the District, and its consent, which shall not be unreasonably delayed or withheld, to the refinancing.

Section 27. Estoppel Certificate. District shall be required, at the reasonable request of the mortgagee hereunder, to provide a signed statement ("Estoppel Certificate") declaring that the Ground Lease is in full force and effect, that it has not been amended or modified except as set forth, that the Lessee is not then in default under any of the provisions of the Ground Lease, and that any past defaults have been duly and successfully cured, provided that the information on the Estoppel Certificate is accurate.

Section 28. Merger. There shall be no merger of the Ground Lease, nor of the leasehold estate created thereby, with the fee estate in the premises by reason of the fact that the Ground Lease, or the leasehold estate created thereby, or any interest in either thereof, may be held directly or indirectly by or for the account of any person who shall own the fee estate in the premises or any portion therein, and no such merger shall occur unless and until all persons at the time having any interest in the fee estate and all persons having any interest in the Ground Lease or the leasehold estate, including the leasehold mortgagee, shall join in a written instrument effecting such merger.

Section 29. Right to New Lease. Only to the extent that the following does not conflict with any then-applicable surplus property procedures, including, but not limited to Education Code section 177485 *et seq.*, at the option of any purchaser at a foreclosure sale of the leasehold estate or of any purchaser, grantee, or assignee of a deed in lieu of foreclosure from the Lessee, such holder, purchaser, grantee, or assignee shall thereupon have the option to obtain a new lease in accordance with and upon the following terms and conditions:

(a) Upon the written request of such party, District shall enter into a new lease of the demised premises with such party.

(b) Such new ground lease shall be entered into at the cost of the Lessee thereunder, shall be effective as of the date of termination of this Ground Lease, and shall be for the remainder of the term of this Ground Lease and at the rent and upon all the agreements, terms, covenants and conditions hereof, including any applicable rights of renewal; such new Ground Lease shall require the new lessee to perform any unfulfilled obligation of Lessee under this Ground Lease which is reasonably susceptible of being performed by District. Upon the execution of such new lease, the new lessee named therein shall pay any and all sums which would at the time of the execution thereof be due under this Ground Lease had it continued in effect.

(c) Any new lessee must, at all times, operate and maintain a program, approved by the District at the Site.

(d) In the event that the District reasonably determines that it must comply with the then-applicable surplus property procedures, as described above, the District shall provide written notice of such determination within thirty (30) days and shall, thereafter, be under no obligation to enter into such new lease.

Section 30. Notices. If Lessee, or Lessee's successors or assigns, shall mortgage this Ground Lease in compliance with the provisions herein, then so long as any such mortgage shall remain unsatisfied of record, District, upon serving upon Lessee any notice of default pursuant to the provisions hereof, or any other notice under the provisions of or with respect to this Ground Lease, shall also serve, in the same manner provided herein for the service of notice on Lessee, a copy of such notice upon the mortgagee at _____.

Section 31. Insurance. The insurance coverage requirements are subject to change. The Lessee agrees to update and maintain insurance requirements as requested by the District. The Lessee, during the period of construction on the Site, shall provide coverage amounts not less than the following:

- (a) Comprehensive or Commercial Form General Liability Insurance - Limits of Liability
\$10,000,000 General Aggregate
\$10,000,000 Each Occurrence - combined single limit for bodily injury and property damage
- (b) Employer Liability at \$1,000,000
- (c) Business Automotive Liability Insurance - Limits of Liability \$10,000,000 Each Accident - combined single limit of bodily injury and property damage to include uninsured and underinsured motorist coverage.
- (d) Workers Compensation limits as required by law with Employer's Liability limits of \$1,000,000.

The Lessee, following issuance of a Certificate of Occupancy for the Site and/or at all times while operating a charter school at the Site shall provide Coverage amounts not less than the following:

- (a) Comprehensive or Commercial Form General Liability Insurance - Limits of Liability
\$2,000,000 General Aggregate
\$1,000,000 Each Occurrence - combined single limit for bodily injury and property damage

Policy shall include or be endorsed to include abuse and molestation coverage.

- (b) Professional Liability Insurance in an amount not less than \$1,000,000 per claim and in aggregate.
- (c) Employer Liability at \$1,000,000

(d) Business Automotive Liability Insurance - Limits of Liability \$1,000,000 Each Accident - combined single limit of bodily injury and property damage to include uninsured and underinsured motorist coverage.

(e) Workers Compensation limits as required by law with Employer's Liability limits of \$1,000,000.

Certificates of insurance including additional insured endorsements shall be issued by Lessee and its contractors, subcontractors, and/or sublessees (if any):

(a) providing for thirty (30) days advance written notice to the District of cancellation of any of the insurance coverage;

(b) providing for Acceptability of Insurers rating, AM Best AVII or equivalent unless otherwise agreed to by the District;

(c) providing endorsement with the insurer's waiver of its rights of subrogation against District.

(d) naming the District as additional insured, except for professional liability and workers' compensation insurance.

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

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

Section 32. Property Insurance. Lessee shall obtain and keep in full force and effect during the course of construction Builder's Risk Insurance until completion of the Project. Upon completion of the construction, Lessee shall obtain and keep in full force and effect during the term of this Ground Lease and any extensions thereof, permanent property insurance on the Project. Any coverage shall be in compliance with mortgage requirements, for the full replacement cost of the Project, excluding deductibles. Lessee shall provide District and mortgagee with certificates of insurance and each shall name the District as additional insureds. In addition, each policy maintained by Lessee shall name the mortgagee as loss payee. Such certificates shall provide that such insurance may not be terminated, canceled or amended except upon thirty (30) days prior written notice to District and mortgagee.

Section 33. Reserved.

Section 34. Indemnification. Lessee shall be responsible for, and District shall not be answerable or accountable in any manner for any loss or expense by reason of any damage or injury to person or property, or both, arising out of the acts of Lessee, its agents, officers, employees, guests or invitees, or resulting from Lessee's activities at the Site or from any cause whatsoever arising out of or in connection with this Ground Lease or any other use or operations

at the Site, except to the extent that any such loss is directly attributable to negligence or willful misconduct of District. Lessee shall indemnify and defend District, its directors, officers, agents, employees, and invitees against and will hold and save them and each of them harmless from any and all actions, claims, liens, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, association, entity, corporation, political subdivision, or other organization arising out of or in connection with Lessee's activities at the Site, this Ground Lease, and any other use of and operations at the Site pursuant to this Ground Lease, except to the extent that there is negligence or willful misconduct on the part of District, its agents, employees or officers. Lessee further agrees to indemnify, defend and hold harmless District, its directors, officers and employees and each of them from any claim or cause of action arising out of or related to the legality or legal interpretation of this Ground Lease. In connection therewith:

(a) **Actions Filed.** Lessee shall defend any action or actions filed in connection with any of said claims, liens, damages, penalties, obligations or liabilities, and will pay all costs and expenses, including attorneys' fees incurred in connection therewith.

(b) **Judgments Rendered.** Lessee shall promptly pay any judgment rendered against Lessee or District covering such claims, liens, damages, penalties, obligations and liabilities arising out of or in connection with such use of and operations at the Site referred to herein and agrees to save and hold District harmless therefrom.

(c) **Costs and Expenses; Attorneys' Fees.** In the event District is made a party to any action or proceeding filed or prosecuted against Lessee for such damages or other claims arising out of the use of and operations at the Site referred to herein, Lessee agrees to defend District, including the appointment of counsel of District's choice, with Lessee's approval.

The provisions of this Section shall survive the termination or expiration of this Ground Lease.

Section 35. Damage, Destruction or Condemnation Proceeds. In the event that the Site or Project are damaged by fire or other perils covered by any of the insurance policies required herein or any other policies actually held by Lessee, or that the Site or Project are taken or condemned by the power of eminent domain and the Site or Project can be restored, the proceeds shall be applied to the repair and restoration of the Site or Project to its previous or to a substantially equivalent condition.

If the Site or Project are taken or condemned by way the power of eminent domain and the Project and Site cannot be restored, the proceeds will be used first to pay off any mortgage existing with respect to the Project and then the remaining proceeds will be distributed as follows: The value of the improvements shall be distributed to the Lessee. The value of the land shall be distributed to the District. Such value shall be determined by a certified appraiser, who will be jointly selected by the Parties. Such appraiser's opinions of value shall be binding upon the Parties.

Section 36. Default Under the Ground Lease. District shall not take any action to terminate this Ground Lease because of any default or breach hereunder on the part of Lessee if the mortgagee: (i) within ninety (90) days after service of written notice on the mortgagee by District of its intention to terminate this Ground Lease for such default or breach, shall cure such default or breach if the same can be cured by the payment or expenditure of money provided to be paid under the terms of this Ground Lease, or (ii) shall diligently take action to obtain possession of the leased Site or Project (including possession by receiver) and to cure such default or breach in the case of a default or breach which cannot be cured unless and until the mortgagee has obtained possession, or (iii) if such default or breach is not so curable under the foregoing subparagraphs (i) or (ii), shall institute and carry forward with due diligence judicial or non-judicial foreclosure proceedings or otherwise acquire Lessee's interest hereunder and keep and perform all of the covenants and conditions of this Ground Lease requiring the payment or expenditure of money by Lessee until such time as said leasehold shall be sold upon foreclosure pursuant to the mortgage or shall be released or reconveyed thereunder, but only to the extent that the foregoing does not violate and/or conflict with the then-applicable surplus property procedures, as set forth in Section 29, above; provided, however, that mortgagee shall not be required to continue such action for possession or such foreclosure proceedings if such default or breach shall be cured by Lessee; and provided further that if the holder of the mortgage shall fail to refuse to comply with any and all of the conditions of this paragraph, then and thereupon District shall be released from the covenant of forbearance herein contained and may terminate this Ground Lease.

Section 37. Default Under the Mortgage. In the event of a default by Lessee under the mortgage secured by this Ground Lease, any and all mortgage payments, and interest and penalties, shall be made payable first from funds on deposit in the Mortgage Payment Reserve Fund. Upon depletion of the Mortgage Payment Reserve Fund, any foreclosure of the leasehold mortgage, or sale thereunder, whether by judicial proceedings or by virtue of any power contained in the leasehold mortgage, or any assignment or conveyance of the leasehold estate created by this Ground Lease to a lender or other purchaser through, or in lieu of, foreclosure or other appropriate proceedings of a similar nature must not result in use of the Project for any purpose other than operation of an educational program, approved by the District at the Site and must not require the District to take any action that would violate or conflict with the then-applicable surplus property procedures. The foregoing notwithstanding, nothing herein shall preclude the District, at their sole option, from curing the mortgage default and repossessing the Site.

Section 38. Additional Covenants. At any time and during the time this Ground Lease is mortgaged to a mortgagee, the Lessee will fully comply with each of the following covenants:

(a) At all times, the Lessee will own and operate the Lessee's educational program in accordance with the Charter, at the Site, approved by the District.

(b) The Lessee will promptly pay when due all rents, charges and other sums or amounts required to be paid by the Lessee under the Ground Lease. The Lessee will further keep and perform all of the covenants, terms and provisions of the Ground Lease that impose any

obligations on the Lessee under the Ground Lease, and will do all other things necessary to preserve and keep unimpaired the rights of the Lessee under the Ground Lease.

(c) The Lessee will promptly notify the mortgagee in writing of any default on the part of the District under the Ground Lease, and of the occurrence of any event which, with or without any notice or lapse of time or both, would constitute a default on the part of the District under the Ground Lease.

(d) The Lessee will promptly send to the mortgagee a true copy of any notice of default served on the Lessee relating to the Ground Lease.

(e) The Lessee will not surrender the Ground Lease or its leasehold estate, nor terminate or cancel the Ground Lease, without first obtaining the prior written consent of the mortgagee. Nor will the Lessee make or consent to any modification, change, supplement, amendment or alteration of any terms of the Ground Lease without first obtaining the prior written consent of the mortgagee. The Lessee hereby assigns to the mortgagee all rights which it may have now or in the future to terminate, cancel, modify, change, supplement, amend or alter the Ground Lease.

(f) The Lessee agrees to exercise any option to renew or extend the Ground Lease if at the time that option becomes exercisable any indebtedness secured by the mortgage has not been fully paid. The Lessee will confirm exercise of that option to the mortgagee in writing within ten days after the date on which that option first becomes exercisable. The Lessee hereby irrevocably appoints the mortgagee as its attorney-in-fact, with full power of substitution, to exercise any such option on behalf of the Lessee if the Lessee for any reason fails or refuses to exercise that option at least twenty days prior to the expiration of the period of time for its exercise.

(g) Lessee must secure the prior written approval of the mortgagee prior to entering into any sublease under the Ground Lease or assigning any interest in the Ground Lease.

(h) Upon the mortgagee's request, the Lessee will submit satisfactory evidence of payment of all of its monetary obligations under the Ground Lease (including but not limited to ground rent, taxes, assessments, insurance premiums and operating expenses).

(i) If at any time the Lessee fails to comply fully with any of its obligations under the Ground Lease or under this instrument and that failure in any manner threatens to impair the mortgagee's security under the mortgage, or if the mortgagee or the trustee under a deed of trust is given the right to cure any of the Lessee's defaults under the terms of the Ground Lease, then the mortgagee and/or the trustee may, but is not obligated to, perform any of those obligations on behalf of the Lessee or cure any of the Lessee's defaults. The mortgagee and/or the District may take such action without notice to or demand upon the Lessee and without releasing the Lessee from any obligation under the mortgage or deed of trust or this instrument. Any and all costs and expenses (including but not limited to legal fees and disbursements) incurred by the mortgagee or the trustee in connection with any such actions will be immediately due and payable by the Lessee on demand and will bear interest, at the rate of seven percent (7%) per annum, from the time of advancement by the mortgagee or the trustee until repaid.

(j) The mortgagee (or the trustee if the mortgage is a deed of trust) will have the right to appear in and participate in all proceedings, including any arbitration proceedings, which could affect mortgagee's security or the provisions of the Ground Lease or which relate to the leased premises. The Lessee agrees to pay promptly upon demand all reasonable costs and expenses of the mortgagee and the trustee (including but not limited to legal fees and disbursements) incurred in any such proceedings.

(k) Any default of the Lessee under the Ground Lease or under this instrument will be a default under the mortgage.

Section 39. Amendments. This Ground Lease may not be amended, changed, modified, or altered without the prior written consent of the parties hereto and the mortgagee.

Section 40. Waiver. The waiver by any party of a breach by the other party of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

Section 41. Non-Liability of Mortgagee. The mortgagee shall have no obligations or liability under the terms of this Ground Lease unless mortgage shall become the owner of the leasehold estate by way of foreclosure (or deed in lieu of foreclosure). Should the mortgagee, after becoming the owner of the leasehold interest herein by any of the herein mentioned means, subsequently sell, hypothecate, assign or in any manner divest itself of its possessory interest in the premises, its liability or obligations under the terms of this Ground Lease shall cease as of the date of execution of such sale, hypothecation, assignment or divestiture.

Section 42. Non-Liability of the District. Any obligation of the District created by or arising out of this Ground Lease shall not impose a debt or pecuniary liability upon the District or a charge upon the general credit or taxing powers thereof but shall be payable solely out of funds duly authorized and appropriated by the State of California.

The delivery of this Ground Lease shall not, directly or indirectly or contingently, obligate the District to levy any form of taxation therefor or to make any appropriation. Nothing herein or in the proceedings of the District shall be construed to authorize the District to create a debt of the District, within the meaning of any constitutional or statutory provision of the State of California. No breach of any pledge, obligation or agreement made or incurred in connection herewith may impose any pecuniary liability upon, or any charge upon the general credit of the District. Nothing herein shall require the District to take any action that would violate or conflict with the then-applicable surplus property procedures.

Section 43. Law Governing. This Ground Lease shall be governed exclusively by the provisions hereof and by the laws of the State of California as the same from time to time exist.

Section 44. Section Headings. All articles, paragraph and section headings, titles or captions contained in this Ground Lease are for convenience of reference only and are not intended to define or limit the scope of any provision of this Ground Lease.

Section 45. Notices. All notices herein which are to be given or which may be given by either party to the other, shall be in writing and shall be deemed to have been given three (3) business days after deposit in the United States Mail, certified and postage prepaid, return receipt requested and addressed as follows:

To the District:

Santa Ana Unified School District
Attn: Associate Superintendent, Business Services
1601 E. Chestnut Avenue
Santa Ana, CA 92701

To the Lessee:

El Sol Science and Arts Academy
Attn: Executive Director
1010 N. Broadway Street
Santa Ana, California 92701

Nothing herein contained shall preclude the giving of any such written notice by personal service, in which event notice shall be deemed given when actually received. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice given by such party to the other as hereinabove provided.

Section 46. Successors and Assigns. The terms and provisions hereof shall extend to and be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

Section 47. Holding Over. Should the Lessee hold over the expiration of the term hereof with the express or implied consent of the District, such holding over shall be deemed to be on a month-to-month basis, subject otherwise to all the terms and conditions of this Ground Lease.

Section 48. Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this Ground Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants or conditions of this Ground Lease shall be affected thereby, and each provisions of this Ground Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 49. Execution. This Ground Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Ground Lease. It is also agreed that separate counterparts of this Ground Lease may separately be executed by the Lessee and the District, all with the same force and effect as though the same counterpart had been executed by both its Lessee and the District. Lessee shall provide to District written evidence (such as a copy of the Lessee's bylaws) indicating that the person signing on behalf of the Lessee has authority to sign and bind the Lessee.

IN WITNESS WHEREOF, this Ground Lease has been executed by the parties hereto as of the 18th day of October 2011

EL SOL SCIENCE & ARTS ACADEMY OF
SANTA ANA

By Michael M. [Signature]

Its EL SOL BOARD PRESIDENT

SANTA ANA UNIFIED SCHOOL DISTRICT

By [Signature] Michael P. Bishop, Sr.

Its Associate Superintendent
Business Services

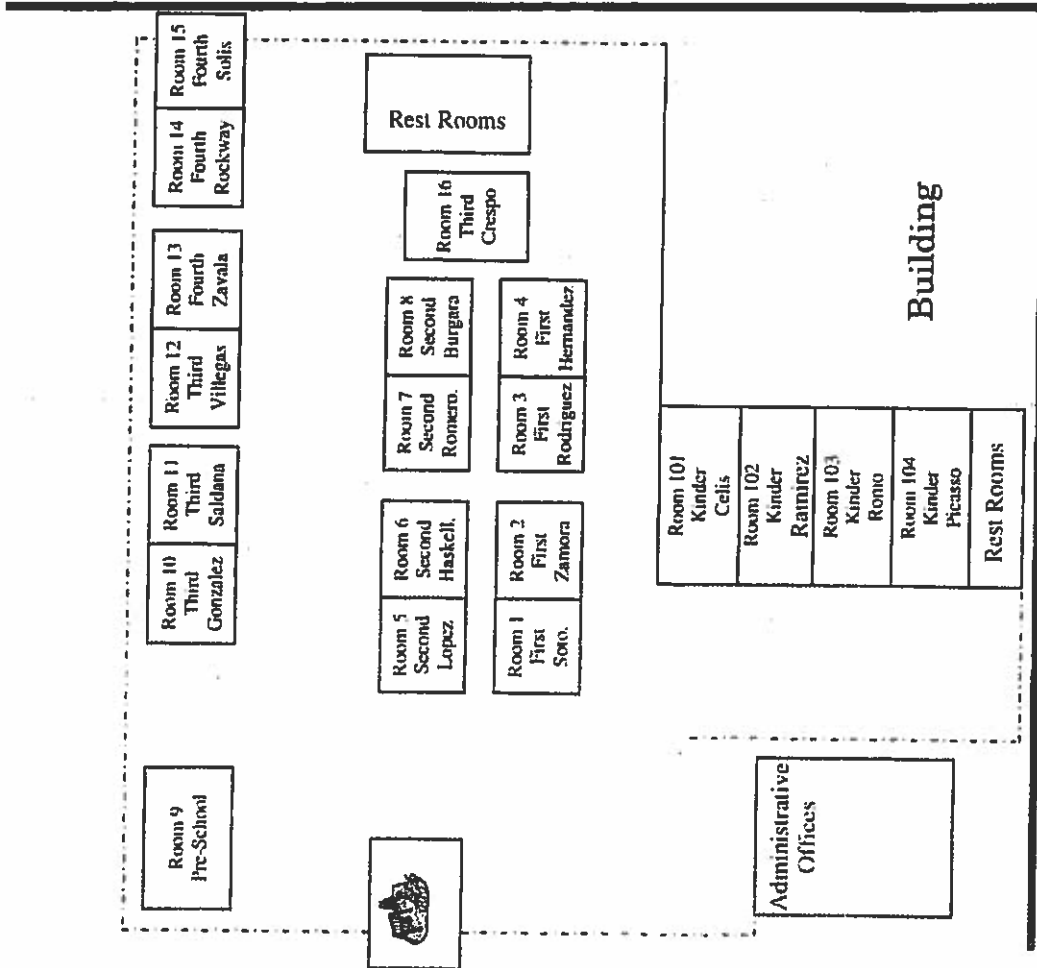
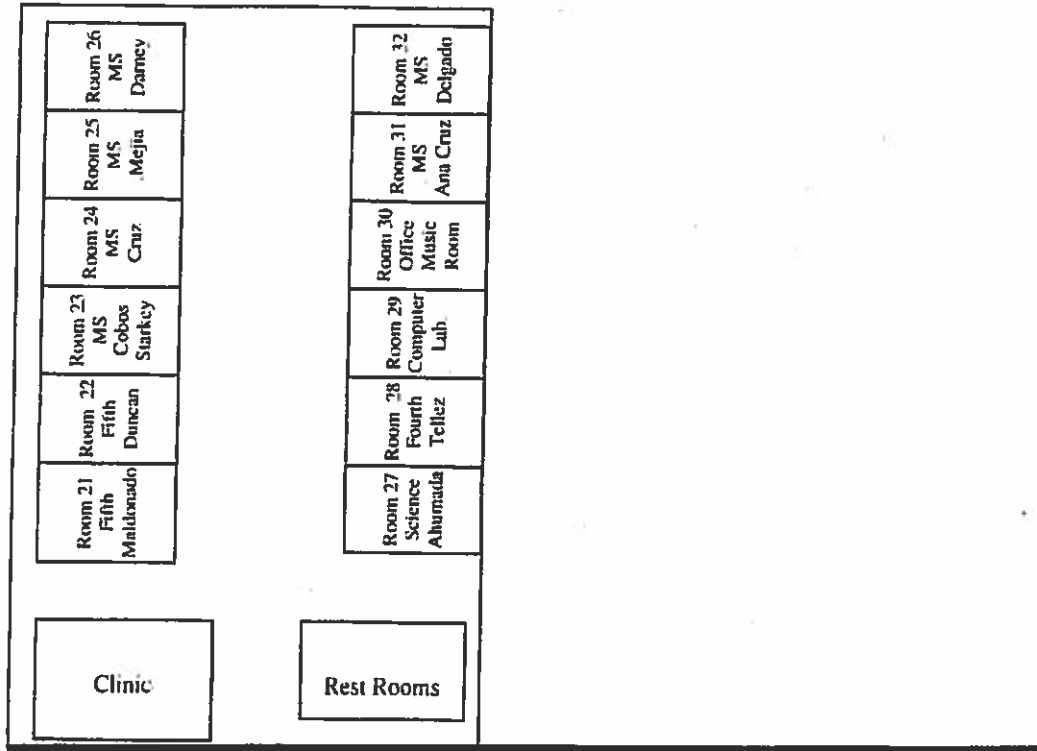
EXHIBIT "A"

CHARTER

**EXHIBIT "B"
SITE**

10/10/2020 10:10:10 AM

EL SOL SCIENCE AND ARTS ACADEMY (2011-12)
 1010 North Broadway
 Santa Ana, CA 92701
 (714) 543-0023



HALESWORTH STREET

BROADWAY STREET

08/22/2011

EXHIBIT "C"

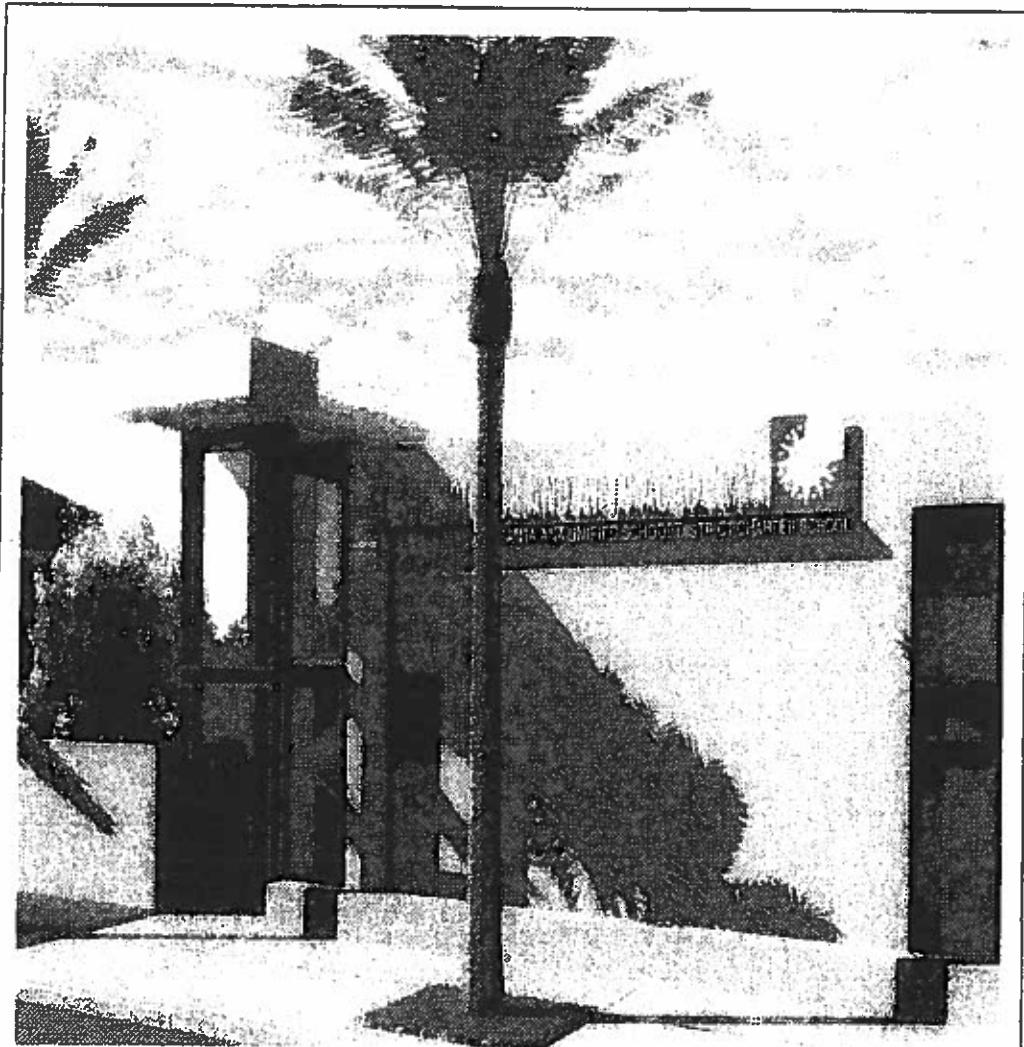
PROJECT

(Description of the Project, the plans and specifications for the Project, a Project budget, the Project Schedule and _____)



EL SOL
SANTA ANA SCIENCE & ARTS ACADEMY

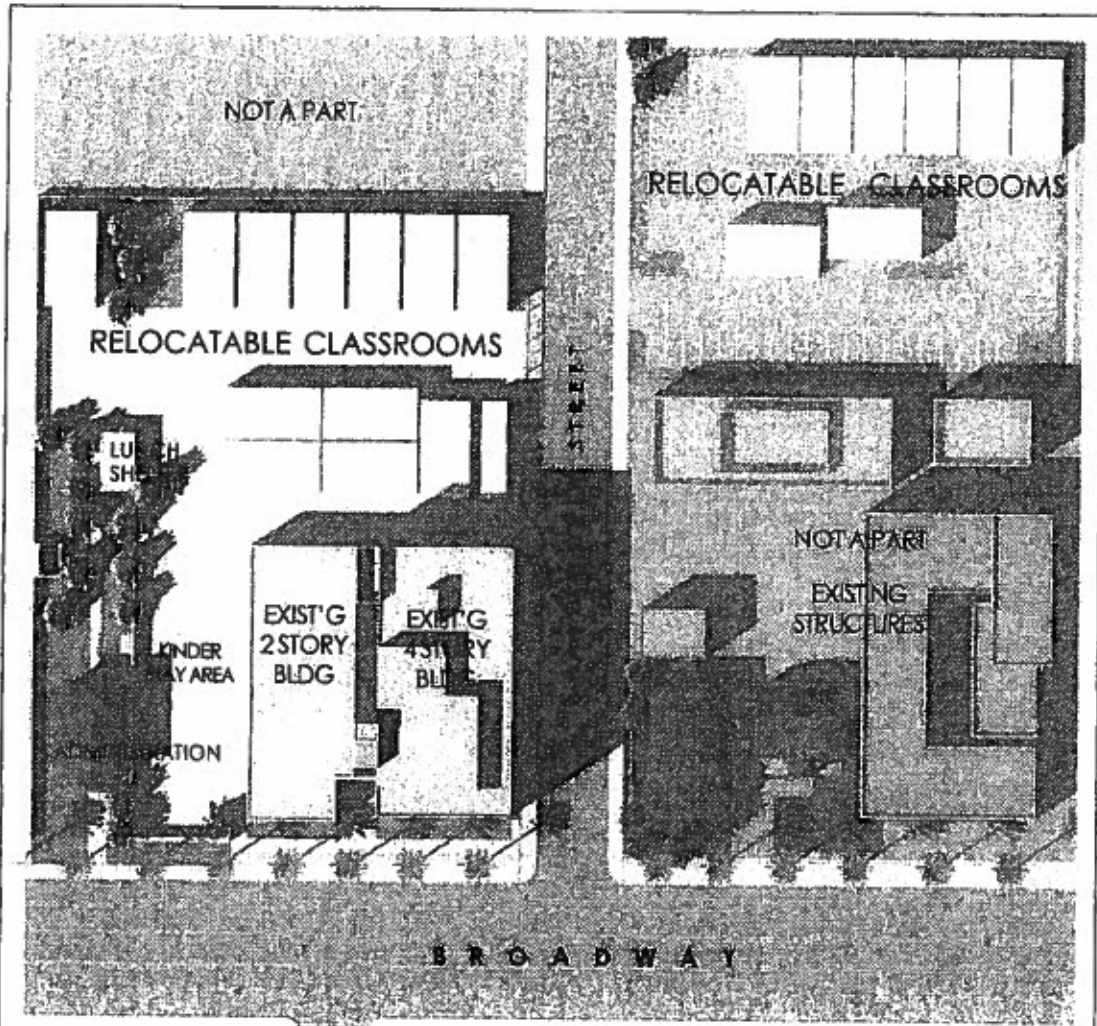
SANTA ANA UNIFIED CHARTER SCHOOL



EL SOL SCIENCE & ARTS ACADEMY



EL SOL
SANTA ANA SCIENCE & ARTS ACADEMY
SANTA ANA UNIFIED CHARTER SCHOOL

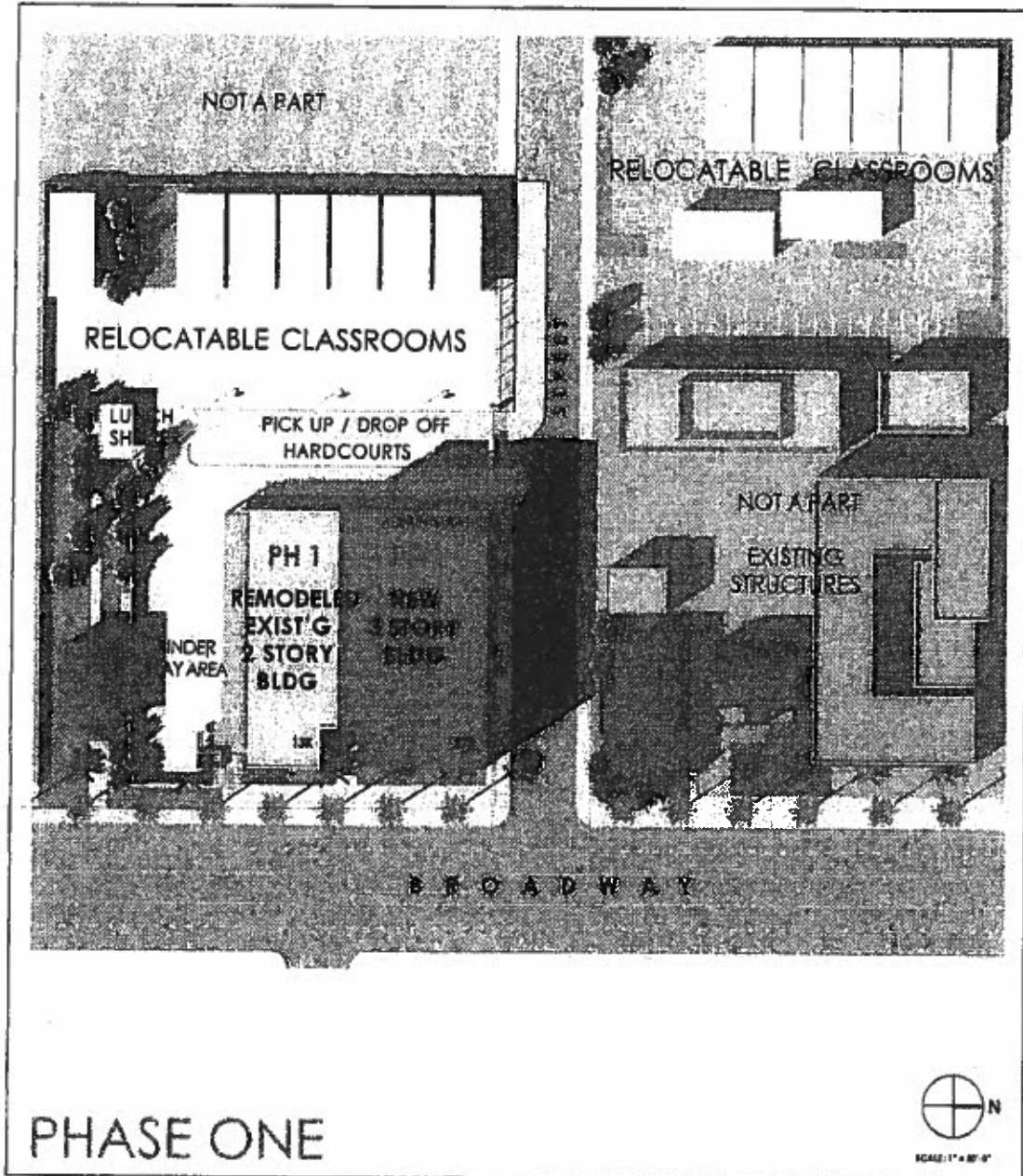


EXISTING CONDITIONS



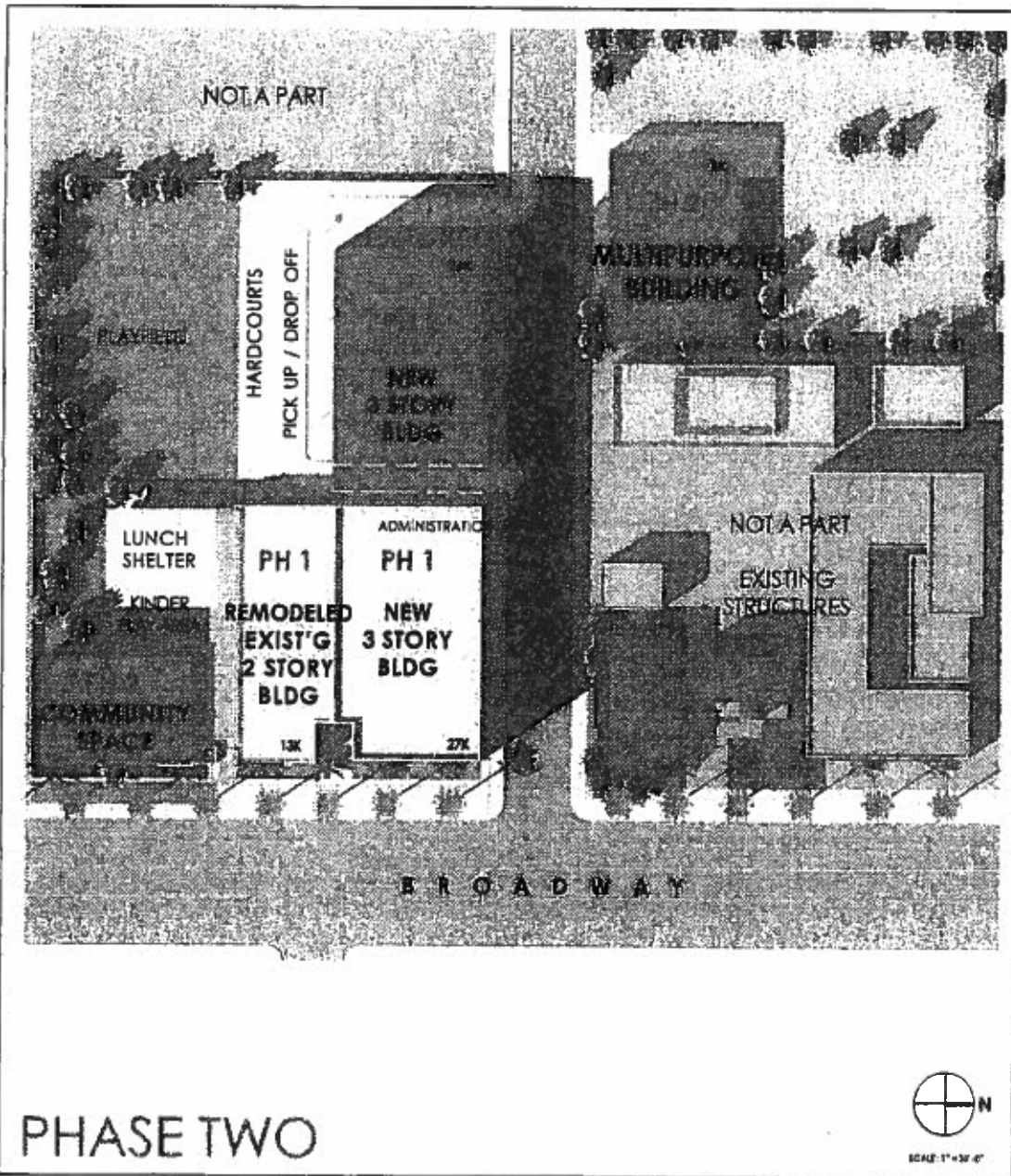


EL SOL
SANTA ANA SCIENCE & ARTS ACADEMY
SANTA ANA UNIFIED CHARTER SCHOOL





EL SOL
SANTA ANA SCIENCE & ARTS ACADEMY
SANTA ANA UNIFIED CHARTER SCHOOL



EL SOL

Science Arts Academy
 Santa Ana Unified School District Charter School

PROJECT BUDGET ESTIMATE

PHASE ONE

| | | | | |
|---------------------------|----------------------|-----|--------|------------------------|
| Construction Costs | | | | |
| Demolition | LS | | | \$200,000.00 |
| Abatement | LS | | | \$50,000.00 |
| Site | LS | | | \$800,000.00 |
| | Grading | | | |
| | Landscaping | | | |
| | Utilities | | | |
| | Site Development | | | |
| Building | | | | |
| Existing 2 Story | \$150.00 | | 13,000 | \$1,950,000.00 |
| New 3 Story | \$200.00 | | 25,000 | \$5,000,000.00 |
| Subtotal | | | | \$8,000,000.00 |
| Soft Costs | | 25% | | \$2,000,000.00 |
| Fees | | | | |
| | A/E, Survey, Geotech | | | |
| | Testing | | | |
| | Permit/Agency | | | |
| | Other | | | |
| FF & E | | | | |
| TOTAL | | | | \$10,000,000.00 |
| Contingency | | 15% | | \$1,500,000.00 |
| TOTAL PHASE ONE | | | | \$11,500,000.00 |

PHASE TWO

| | | | | |
|---------------------------|------------------|--|--------|-----------------------|
| Construction Costs | | | | |
| Site | LS | | | \$300,000.00 |
| | Grading | | | |
| | Landscaping | | | |
| | Utilities | | | |
| | Site Development | | | |
| Building | | | | |
| New 3 Story | \$200.00 | | 23,000 | \$4,600,000.00 |
| MP | \$200.00 | | 8,000 | \$1,600,000.00 |
| Community Space | \$200.00 | | 8,000 | \$1,600,000.00 |
| Subtotal | | | | \$8,100,000.00 |

LMA

EL SOL

Science & Arts Academy
 Santa Ana Unified School District Charter School
 4/6/2010

Program Summary PHASE 1

Teaching Stations:

| Academic Department | Cr | Labs | Square Footage |
|--------------------------|-----------|----------|----------------|
| Kindergarten | 4 | | 5,800 |
| Grade 1 | 4 | | 3,840 |
| Grade 2 | 4 | | 3,840 |
| Grade 3 | 4 | | 3,840 |
| Grade 4 | 4 | | 3,840 |
| Science | 1 | | 1,150 |
| Art | 1 | | 1,150 |
| Music | 1 | | 1,150 |
| Computer | 2 | | 1,920 |
| Total: Classrooms | 25 | 0 | 26,530 |

Support Spaces:

| | |
|-----------------------|--------------|
| Administration: | 2,010 |
| Service: | 1,050 |
| Library/Media Center: | 1,800 |
| Total Support: | 4,860 |

PHASE 2

Teaching Stations:

| Academic Department | Cr | Labs | Square Footage |
|--------------------------|-----------|----------|----------------|
| Preschool | 1 | | 1,180 |
| Grade 5 | 4 | | 3,840 |
| Grade 6 | 3 | | 2,880 |
| Grade 7 | 3 | | 2,880 |
| Grade 8 | 2 | | 1,920 |
| Total: Classrooms | 13 | 0 | 12,680 |

Support Spaces:

| | |
|--------------------------|---------------|
| Multi-Use/Dance/Fitness: | 8,440 |
| Support Services: | 3,634 |
| Total Support: | 12,074 |

Subtotal: 56,144

Load Factor @ 28%: 15,720

Total Proposed: 71,864

LMA

EXHIBIT "D"
MEMORANDUM OF LEASE

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

Santa Ana Unified School District
Attn: Associate Superintendent, Business Services
1601 E. Chestnut Avenue
Santa Ana, CA 92701

[Space Above For Recorder's Use Only]

The undersigned declare that this Memorandum of Lease is exempt from Recording Fees pursuant to California Government Code Section 6103.

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum") is dated as of October 18, 2011, and is entered into by and between the EL SOL SCIENCE & ARTS ACADEMY OF SANTA ANA, a California non-profit public benefit corporation incorporated for purposes of operating El Sol Sciences and Arts Academy, a California public charter school ("Lessee"), and the SANTA ANA UNIFIED SCHOOL DISTRICT, a public school district organized and existing under the laws of the State of California ("District").

R E C I T A L S

A. District and Lessee have entered into that certain Lease dated October 18, 2011 (the "Lease"), pursuant to which District has agreed to lease and demise to Lessee, and Lessee has agreed to lease and accept from District, land in the City of Santa Ana, County of Orange, State of California, located at 1010 N. Broadway, Santa Ana, Ca, and the improvements thereon (collectively, the "Premises"). The land is more particularly described in the Lease.

B. District and Lessee now desire to enter into and record this Memorandum to enable Lessee to give record notice of the Lease.

A G R E E M E N T

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessee and District agree as follows:

1. Lease. District hereby leases and demises the Premises to Lessee, and Lessee hereby leases and accepts the Premises from District, on the terms and conditions in the Lease for a term commencing on October 18, 2011 and terminating on the earlier of (1) forty (40) years from the date Lessee occupies Phase 2 of the Project or (2) October 1, 2060, subject to earlier termination

termination as provided in the Lease, and upon the terms and conditions set forth in the Lease, all of which are incorporated herein by this reference.

2. Purpose. This Memorandum is prepared for the purposes of recordation only and in no way modifies the terms and conditions of the Lease. In the event any provision of this Memorandum is inconsistent with any term or condition of the Lease, the term or condition of the Lease shall prevail.


3. Counterparts. This Memorandum may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, taken together, shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease as of the date first written above.

LESSEE:

DISTRICT:

EL SOL SCIENCE & ARTS ACADEMY SANTA ANA UNIFIED SCHOOL DISTRICT
OF SANTA ANA

By: 
Print Name: MICHAEL MADRID
Title: BOARD PRESIDENT


By: 
Print Name: Jose Alfredo Hernandez, J.D.
Title: President, Board of Education

EXHIBIT "E"
LIST OF PORTABLES

El Sol Academy Ground Lease Exhibit "E" - Portables on Site

| Contract # | Building ID # |
|------------|---------------|
| 232881 | 33757 |
| 502866 | 40824 |
| 503845 | 38647 |
| 503846 | 40515 |
| 232875 | 40880 |
| 232876 | 41146 |
| 232877 | 40883 |
| 232878 | 40884 |
| 232879 | 40885 |
| 232880 | 40886 |
| 232882 | 40887 |

FIRST AMENDMENT TO GROUND LEASE

This First Amendment to Ground Lease ("Amendment") dated as of March 27, 2013, (the "Effective Date") is entered into by and between the SANTA ANA UNIFIED SCHOOL DISTRICT, a public school district organized and existing under the laws of the State of California (the "District"), and EL SOL SCIENCE & ARTS ACADEMY OF SANTA ANA, a California nonprofit public benefit corporation ("Lessee"), with reference to that certain Ground Lease (the "Lease") dated as of October 18, 2011, by and between the District, as lessor, and Lessee, as lessee. District and Lessee shall be referred to herein as "Parties" and individually as "Party." Capitalized terms used herein and defined in the Lease have the meanings set forth in the Lease, unless otherwise provided herein.

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

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

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

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

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

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

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

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

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

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

(f) The District is the owner in fee simple of the Site (as hereinafter defined), and, to the best of District's knowledge, there are currently no leasehold mortgages, deeds of trust, or other security interests encumbering the Site, other than those put in place by Lessee.

(b) Section 11(e) of the Lease is amended to read as follows:

(e) Lessee shall develop the Project in two phases ("Phase 1" and "Phase 2) as described in Exhibit "C," provided that Lessee may develop Phase 2 in such sequence and sub-phases (each, a "Sub-Phase") as Lessee reasonably may determine.

(c) Pursuant to Sections 12(e) and (f) of the Lease, the District extends the Phase 1 Funding Date and the Phase 1 Completion Date as follows:

(i) The Phase 1 Funding Date and the Phase 1 Completion Date each shall be extended to June 30, 2014.

(ii) The Phase 2 Funding Date and the Phase 2 Completion Date each shall be extended to December 31, 2030.

(d) Section 12 of the Lease is amended by adding the following subsection (h) immediately after subsection (g):

(h) With the prior written consent of the District (which shall not unreasonably be withheld, but which approval may be conditioned), and, if required, the Division of the State Architect, Lessee may amend or modify the Project, the plans and specifications therefor or the Project budget.

(e) Section 13 of the Lease is amended to read as follows:

Section 13. Title on Termination. The Lessee shall, upon the termination or expiration of this Ground Lease or its extension, quit and surrender the Project, and all right, title and interest in and to all improvements and equipment constructed or installed on the Site, including the Project, shall vest in the District free and clear of all and any liens and encumbrances created or caused by the Lessee at the date of termination or expiration. Prior to the date of the termination or expiration of this Ground Lease, Lessee shall retain all right, title and interest in and to all improvements and equipment constructed or installed on the Site by Lessee.

(f) Section 26 of the Lease is amended

(i) by striking "no mortgagee who pledges this Ground Lease shall have the rights" and inserting in lieu thereof, "no mortgagee who receives a mortgage, assignment, or pledge of this Ground Lease (any holder of any such mortgage, pledge, or assignment being referred to herein as a "Leasehold Mortgagee") shall have the rights"; and

(ii) by adding the following paragraphs at the end of Section 26:

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

(a) any actions or elections permitted to be taken or made hereunder shall be determined and exercised solely by the Leasehold Mortgagee whose Leasehold Mortgage is most senior in priority (unless otherwise directed in writing by such senior Leasehold Mortgagee), and the District is entitled to rely on Lessee's or Leasehold Mortgagee's statement(s) or agreement(s) of seniority (provided however, if Lessee either does not clarify which Leasehold Mortgagee has seniority or there are conflicting statements made to the District) then the District shall be entitled to rely on its reasonable determination of seniority. Lessee and all the Leasehold Mortgagees shall indemnify, defend and hold the District harmless from claims, costs, expenses, liabilities, causes of action and the like arising from the District's acceptance of a cure from any Leasehold Mortgagee or from any dispute concerning the ability of the presumptive senior lender to bind the group of Leasehold Mortgagees; and

(b) the time periods in Section 33 for any action or response by any Leasehold Mortgagee shall run concurrently for all Leasehold Mortgagees.

(g) The lead paragraph of Section 29 of the Lease is amended to read as follows:

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

(h) All references in the Lease to "then-applicable surplus property procedures", including but not limited to those in Sections 29 and 36 of the Lease, are each amended by inserting "mandatory" immediately after "then-applicable."

(i) All references in the Lease to a "mortgage", "leasehold mortgage", "mortgagee" or "leasehold mortgagee" shall be deemed to refer to a "Leasehold Mortgage" or "Leasehold

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

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

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

(a) Notice. Lessee and/or each Leasehold Mortgagee shall, simultaneously with or within thirty (30) days of the execution of the Leasehold Mortgage held by such Leasehold Mortgagee, send to the District a true copy thereof, together with written notice specifying the name and address of such Leasehold Mortgagee and the pertinent recording data with respect to such Leasehold Mortgage (if available). After receipt of such notice, the District agrees that so long as any such Leasehold Mortgage shall remain unsatisfied of record or until written notice of satisfaction is given by the holders thereof to the District, the provisions of this Section and Sections 26 and 29 shall apply. The District will deliver to the Leasehold Mortgagee a copy of any notice of default which the District delivers to Lessee hereunder at the time of giving such notice to Lessee. The District will not exercise any right, power or remedy with respect to any default hereunder, and no notice to Lessee of any such default shall be effective and no grace or cure periods under this Lease shall be deemed to commence unless and until the District shall have so delivered to the Leasehold Mortgagee written notice or a copy of its notice to Lessee of such default or any such termination, as the case may be so that Leasehold Mortgagee may exercise its rights under this Section.

(b) Cure. The District shall accept from any Leasehold Mortgagee any and all payments and performance of Lessee's obligations under this Lease, whether before or after Lessee's default, with the same force and effect as if paid or performed by Lessee. The District agrees that in the event that Lessee shall not cure or remedy any default or breach of covenant by Lessee under this Lease within the curative period provided for such cure or remedy in this Lease, then Leasehold Mortgagee shall have the right, at its sole option, to exercise any one or more of the following rights:

(i) to cure or remedy, or cause to be cured or remedied, for an additional period following the District's giving of the notice of default to Lessee (herein the "Leasehold Mortgagee Curative Period"), of such duration as is hereinafter specified, and the District shall accept such cure or remedy; it being agreed that:

(A) subject to the further provisions of this Section, in the case of any default by Lessee in the payment of any sum of money or the performance of any other covenant of Lessee under this Ground Lease, the Leasehold Mortgagee Curative Period shall be an

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

(B) in the event that the default of Lessee does not involve the payment of a sum of money and such default cannot reasonably be cured within such ninety (90) day period and that Leasehold Mortgagee has commenced efforts to cure such default (or efforts to exercise remedies to enable it to cure such default) within ninety (90) days following the Leasehold Mortgagee Curative Commencement Date, Leasehold Mortgagee shall have an additional reasonable period of time following the end of such ninety (90) day period within which to cure such default, and so long as Leasehold Mortgagee shall be diligently pursuing its efforts to cure, the District shall accept such cure or remedy when effected; and

(C) in no event shall any Leasehold Mortgagee be required to cure any defaults by Lessee, including any defaults that by their nature are not susceptible to cure by Leasehold Mortgagee, and with respect to such defaults, the same shall be deemed cured by Leasehold Mortgagee if Leasehold Mortgagee has commenced efforts to exercise remedies under its Leasehold Mortgagee and succeeding to the Leasehold Interest in accordance with the provisions of this Section; it being agreed that the District shall not terminate this Lease, commence eviction proceedings or accelerate rent during the foregoing curative periods extended to Leasehold Mortgagee;

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

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

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

(iii) With respect to a Leasehold Mortgagee that shall have financed or refinanced one or more Phases or Sub-Phases of the Project (which have been completed in accordance with this Lease), but not one or more other Phases or Sub-Phases of the Project, in the event of a failure of the Lessee to commence or complete such other Phase(s) or Sub-Phase(s) of the Project, (A) such Leasehold Mortgagee shall not be required to cure the Lessee's failure to commence or complete such other Phase(s) or Sub-Phase(s) of the Project in order to preserve its Leasehold Mortgage and its rights under this Lease with respect to the Phase(s) or Sub-Phase(s) that have been completed, and (B) unless such Leasehold Mortgagee elects, by written notice to Lessor within the Leasehold Mortgagee Curative Period, to complete such other Phase(s) or Sub-Phase(s), this Lease shall be subject to termination only with respect to those Parcels (as defined in Section 50 below) on which such other Phase(s) or Sub-Phase(s) are to be developed and not those Parcels on which the Phase(s) or Sub-Phase(s) have been completed. Nothing herein shall be deemed to limit any claim for recovery of damages that the Lessor may have against the Lessee having failed to commence or complete such other Phase(s) or Sub-Phase(s) on account of such default, provided that the same shall not be asserted against a Leasehold Mortgagee with respect to its interest in the completed Phase(s) or Sub-Phase(s) of the Project, nor cause or result in any termination of this Lease with respect to the applicable Parcel(s) for such completed Phase(s) or Sub-Phase(s) or any execution of any judgment against the Lessee with respect to such Parcel(s).

(c) Transfer. The District's consent and approval shall not be required in connection with any the transfer of Lessee's interest in this Lease and Premises arising out of any Foreclosure, subject to compliance with the terms of this Section. In the event of the assignment or transfer of Lessee's Leasehold Interest pursuant to any Foreclosure, no such Foreclosure shall constitute a default by Lessee under this Lease, and any Purchaser of the Leasehold Interest shall be entitled to all the benefits of this Lease. The District agrees to execute such documents as may be reasonably necessary to evidence such Purchaser's rights as lessee under this Lease. Upon any rejection of this Lease by any trustee of the Lessee in any bankruptcy, reorganization, arrangement or similar proceeding which would, if it were not for this Section, cause this Lease to terminate, without any action or consent by the District, Lessee or any Leasehold Mortgagee ("Bankruptcy Termination"), the transfer of Lessee's interest hereunder to such Leasehold Mortgagee or its nominee shall automatically occur ("Deemed Transfer"). The Leasehold Mortgagee may terminate this Lease following a Deemed Transfer upon giving notice thereof to the District no later than thirty (30) days after the Bankruptcy Termination. Upon any such termination, the Leasehold Mortgagee shall have no further obligations hereunder (including any obligations which may have accrued prior to such termination) except

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

(d) Recognition of Leasehold Mortgagee. Upon any Foreclosure and resulting transfer of the Leasehold Interest, the District will recognize the Leasehold Mortgagee, any affiliate or nominee or Leasehold Mortgagee, or any other person, firm or corporation acquiring the Leasehold Interest as lessee under this Lease pursuant to any foreclosure, deed or assignment in lieu of foreclosure, or similar transfer pursuant to any exercise of remedies under any Leasehold Mortgage (collectively, a "Purchaser"), on the same terms and provisions and with all of the rights and privileges of Lessee, provided (i) such Purchaser agrees to assume and be bound by all of the terms, covenants and conditions of this Lease pursuant to an assumption agreement reasonably acceptable to the District, (ii) such Purchaser is either a Permitted Operator (as defined below) or has contracted with a Permitted Operator to operate a charter school at the Site, and (iii) Leasehold Mortgagee or other Purchaser shall cure all defaults under this Lease as required under the provisions of this Section, including those with regard to the payment of past due rent, within the curative period described herein. No consent or approval by the District shall be required in connection with the commencement or completion of any Foreclosure or any assignment or transfer of Lessee's rights under this Lease in connection with any such Foreclosure.

(e) Permitted Operator. In this Lease, a "Permitted Operator" meets the following requirements:

(i) is either (X) an operator of one or more other charter schools under charters granted by the District, and as such is in compliance with all applicable laws and regulations, and District Charter Policies, or (Y) an operator of one or more charter schools outside of the District, with a strong local track record of public instruction and operation as a charter school serving communities similar to the community served by Lessee at the Site;

(ii) A public benefit corporation in good standing and qualified to do business in California; and

(iii) has presented to the District for its approval a credible education plan and program that acknowledges community engagement to create a broadly supportive educational experience.

(f) Attornment. In the event that any Purchaser shall acquire the rights of Lessee pursuant to the provisions of this Section, such Purchaser will attorn to the District, and the District will recognize Purchaser as the lessee under this Lease. The Purchaser shall thereupon be deemed to have assumed all of the obligations of the Lessee to the District under this Lease, and provided that the

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

(g) Assignments by Leasehold Mortgagee. In the event that the Leasehold Mortgagee or any affiliate or nominee thereof shall acquire the Leasehold Interest pursuant to the Leasehold Mortgage and the provisions set forth in this Section, Leasehold Mortgagee or such affiliate or nominee shall be entitled to further assign the Leasehold Interest in connection with the sale and assignment of such interest and the Improvements, without the further consent or approval of the District, to a Permitted Operator. Any subsequent assignment of the Leasehold Interest shall be subject to such consent as required under the terms of this Lease.

(h) Intervention. The Parties hereto shall give the Leasehold Mortgagee notice of any condemnation proceedings affecting the Leased Premises, and such Leasehold Mortgagee shall have the right to intervene and be made a party to any such condemnation proceedings in the place and stead of Lessee. The Lessee's interest in any award or damages for such taking is hereby set over, transferred and assigned to the Leasehold Mortgagee to the extent that such transfer and assignment is provided for by the terms of any such Leasehold Mortgage. The Leasehold Mortgagee shall also have the right to appear in and participate in all proceeding, including any arbitration proceedings, which could affect the Leasehold Mortgagee's security or the provisions of this Lease or which relate to the premises under this Lease, at the expense of the Lessee.

(i) Naming Mortgagee. The District agrees that the name of the Leasehold Mortgagee may be added to the "Loss Payable Endorsement" of any and all insurance policies required to be carried by Lessee hereunder on condition that the insurance proceeds are to be applied (either by Lessee or by any such Leasehold Mortgagee) and that the Leasehold Mortgagee shall be entitled to administer and apply all insurance proceeds so received, provided the same shall be done consistently with the requirements of Section 35 of this Ground Lease.

(j) No Personal Liability. No Leasehold Mortgagee shall become personally liable under the agreements, terms, covenants or conditions of this Lease or any New Lease entered into in accordance with the provisions of Section 29 unless and until it becomes, and then only for as long as it remains, the owner of the Leasehold Interest. Upon any assignment of this Lease or the aforesaid new lease by any owner of the leasehold estate whose interest shall have been acquired by, through or under any Leasehold Mortgage or from any holder there-of, the assignor shall be relieved of any further liability which may accrue under this Lease or the aforesaid new lease from and after the date of such assignment provided that the assignee shall execute and deliver to the District a recordable instrument of assumption wherein such assignee shall assume and agree to perform and observe the covenants and conditions in this Lease or the aforesaid new lease contained on Lessee's part to be

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

(k) No Voluntary Termination or Merger. Lessee agrees not to abandon the Leased Premises or the Leasehold Interest nor take any action to terminate this Lease without the prior written consent of the Leasehold Mortgagee. The District agrees that it shall give notice of any such abandonment or action by Lessee to Leasehold Mortgagee, and Leasehold Mortgagee shall thereupon be entitled to exercise its rights and remedies under its Leasehold Mortgage and the provisions of this Section. Any failure of the District to provide notice shall not constitute a default by District, but the District will not exercise any right, power or remedy with respect to any such abandonment or action to terminate by Lessee, and no notice to Lessee of any such abandonment or action to terminate shall be effective and no grace or cure periods under this Lease shall be deemed to commence unless and until the District shall have so delivered to the Leasehold Mortgagee written notice or a copy of its notice to Lessee of such default or any such termination, as the case may be so that Leasehold Mortgage may exercise its rights under this Section. There shall be no merger of this Lease nor of the lease-hold estate created by this with the fee estate in the Leased Premises or any part thereof by reason of the fact that the same person, firm, corporation or other entity may acquire or own or hold, directly or indirectly, any of the following: (i) this Lease or the leasehold estate created by this Lease or any interest in this Lease or in any such leasehold estate and (ii) the fee estate in the Leased Premises or any part thereof or any interest in such fee estate. No merger shall occur unless and until all corporations, firms and other entities, including any Leasehold Mortgagee, having any interest in (1) this Lease or the leasehold estate created by this Lease and (2) the fee estate in the Leased Premises or any part thereof or any interest in such fee estate shall join in a written instrument effecting such merger and shall duly record the same.

(l) No Changes to Lease. Lessee shall not make, and the District will not accept, any voluntary surrender, cancellation, modification or amendment of or to this Lease at any time while the Leasehold Mortgage is in effect, without first obtaining the prior written consent of each Leasehold Mortgagee.

(m) Leasehold Mortgagee as Beneficiary. Each Leasehold Mortgagee is an express third party beneficiary of the provisions of this Section and shall be entitled to enforce the same directly against the District, provided that all actions shall be consolidated in and presented by the senior Leasehold Mortgagee.

(n) Bankruptcy of the District. In the event that the District shall become subject to any bankruptcy or insolvency proceeding, any rights, elections, or actions available to Lessee therein shall be subject to the rights of Leasehold

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

(o) Acknowledgement. The District shall, upon request, execute, acknowledge and deliver to the Leasehold Mortgagee making such request an agreement prepared at the sole cost and expense of Lessee, in form reasonably satisfactory to the District and such Leasehold Mortgagee, between the District, Lessee and such Leasehold Mortgagee, agreeing to all of the provisions of this Section and Section 29 hereof, confirming the District's recognition of the applicable Leasehold Mortgage and the rights of the Leasehold Mortgagee hereunder, and providing for the manner in which notices are to be sent between the parties.

(p) Conflicting Terms. The terms of this Section 33 shall control over any conflict between the terms of this Section 33 and any other terms of this Ground Lease.

(k) The first paragraph of Section 35 of the Lease is amended by inserting "and the Site or Project can be restored" immediately after "actually held by Lessee."

(l) The second paragraph of Section 35 of the Lease is amended by inserting "are damaged by fire or other perils and the Project and Site cannot be restored, of if the Site or Project" immediately after "If the Site or Project."

(m) Section 38 of the Lease is amended by deleting from such Section all of paragraphs (c) through (k) thereof.

(n) Exhibit C of the Lease is amended by substituting Exhibit C attached hereto as Exhibit C to the Lease.

2. Parcelization; Easements. The following provision is hereby added as a new Section 50 to the Lease:

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

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

3. New Lease. The District acknowledges and agrees that, while Sections 29 and 33 of the Lease refer to a "new lease," "new ground lease," or "New Lease," the execution of any such new lease in substance will effect merely an amendment and restatement of the Lease substituting a permitted assignee for Lessee as the lessee under the Lease and, with limited exceptions, otherwise all terms and provisions of the Lease will remain in full force and effect. The District agrees that, in determining whether any then-applicable mandatory surplus property procedures affect the District's obligation to enter into any such new lease, the District will treat the new lease as merely an amendment and restatement of the Lease pursuant to the terms of the Lease and not as a new disposition of the Site.

4. Consent to Assignment of Lease and Subletting. The District consents to Lessee's assignment of Lessee's entire estate, right, title, interest and obligations under the Lease to Assignee, and the District consents to Assignee's subletting of the Site to Lessee or to a Permitted Operator (as defined in amended Section 33 of the Lease) as a successor subtenant, provided that:

(a) Assignee assumes and agrees to perform all obligations of Lessee under the Lease directly or through a subtenant;

(b) Assignee's use and occupancy of the Site shall be limited to the development of the Project and the subleasing of the Site to Lessee or to a Permitted Operator as a successor subtenant; and

(c) As a subtenant, Lessee and any Permitted Operator shall use the Site solely for the purpose of operating an educational program in accordance with a charter granted to such subtenant by the District and otherwise in compliance with all terms and provisions of the Lease.

5. Lessee Financing. To the extent that the District has been provided any documents related to or discussing the Lessee's financing, it is for informational purposes only and does not imply or indicate that the District is advising on, approving, or providing any opinion to the Lessee regarding the documents or Lessee's financing decisions. Lessee is relying on its own review and legal counsel on all matters.

6. District Legal Fees. Lessee has agreed to reimburse the District for the cost of legal fees expended in the negotiation and drafting of documents related to this Amendment and related documents. District will provide an invoice and backup documentation of those fees to Lessee and Lessee shall remit those fees to the District within thirty (30) days of receipt of that invoice.

7. Transfer of Leasehold Mortgage. In the event that the Leasehold Mortgage is sold, assigned or otherwise transferred, the Leasehold Mortgagee to which it is transferred shall be bound by the terms of the Lease and this Amendment in the same manner as the original Leasehold Mortgagee.

8. Demolition Costs. The total Demolition Costs expended by the District are Five Hundred Sixty Two Thousand Six Hundred Fifty-Two Dollars (\$562,652.00), which Lessee shall reimburse to the District as follows:

(a) Within thirty (30) days of the Effective Date of this Amendment, Lessee shall pay the amount of One Hundred Twenty Five Thousand Dollars (\$125,000.00) to the District.

(b) If Lessee realizes any savings ("Savings"), meaning the construction costs for Phase 1 incurred or to be incurred by Lessee or Assignee are lower than the Initial Financing received by Assignee for the construction of Phase 1, Lessee shall pay or cause Assignee to pay the amount of such Savings to the District within six months of the completion of Phase 1, defined as Lessee's occupancy of Phase 1.

(c) In the event that the Savings on Phase 1, if any, are not sufficient to repay the Demolition Costs in full, commencing on October 18, 2013, and continuing on the eighteenth day of October of each year thereafter until the earlier of (i) October 18, 2020, and (ii) the date the Demolition Costs have been reimbursed in full with interest as provided below, in lieu of making the Annual Contribution required under Section 15(a) of the Lease, Lessee shall make a payment to the District in an amount equal to the lesser of (x) the Annual Contribution and (y) the unreimbursed Demolition Costs and accrued interest thereon.

(d) On October 18, 2020, Lessee shall pay in full all remaining unreimbursed Demolition Costs and all accrued interest thereon. Lessee may prepay the unreimbursed Demolition Costs and interest accrued in whole or in part thereon at any time.

(e) Interest shall accrue on unreimbursed Demolition Costs from the date of completion of Phase 1 at a rate equal to the Orange County investment pool interest rate until the Demolition Costs are reimbursed in full. All payments on account of Demolition Costs or interest accrued thereon shall be applied first to accrued interest and then to unreimbursed Demolition Costs.

9. Extraordinary Repair Fund. Notwithstanding the provisions of Section 15 of the Lease, commencing on October 18, 2013, and continuing on the eighteenth day of October of each year thereafter until the total amount deposited into the Extraordinary Repair Fund equals the Maximum Fund Amount, Lessee shall deposit into the Extraordinary Repair Fund the difference, if any, between (a) the Annual Contribution and (b) the amount paid to the District pursuant to Section 8(c) of this Amendment.

10. Cooperation. The Parties acknowledge that it may be necessary to execute documents other than those specifically referred to herein in order to complete the objectives and requirements that are set out in this Amendment. The Parties hereby agree to cooperate with each other by executing such other documents or taking such other actions as may be reasonably necessary to complete the objectives and requirements set forth herein in accordance with the intent of the Parties as evidenced in this Amendment.

11. Effect of First Amendment. Except as expressly set forth herein, the terms and provisions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to Ground Lease as of the date first written above.


“District”

SANTA ANA UNIFIED SCHOOL DISTRICT

By:  3-27-13
Joe Dixon, Assistant Superintendent
Facilities & Governmental Relations

By:  3-28-13
Stephanie P. Phillips, Ed., CBO
Deputy Superintendent

Approved as to Form:

By: 
Lindsay A. Thorson, District Legal Counsel
Atkinson, Andelson, Loya, Rudd & Romo

“Lessee”

EL SOL SCIENCE & ARTS ACADEMY OF SANTA ANA

By: 
Monique Daviss, Executive Director

EXHIBIT C
(Description of the Project)

Phase 1:

As depicted on the attached Phase 1 Site Plan:

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

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

The construction of parking facilities along North Broadway;

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

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

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

Phase 2:

As depicted on the attached Phase 2 Site Plan:

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

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

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

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

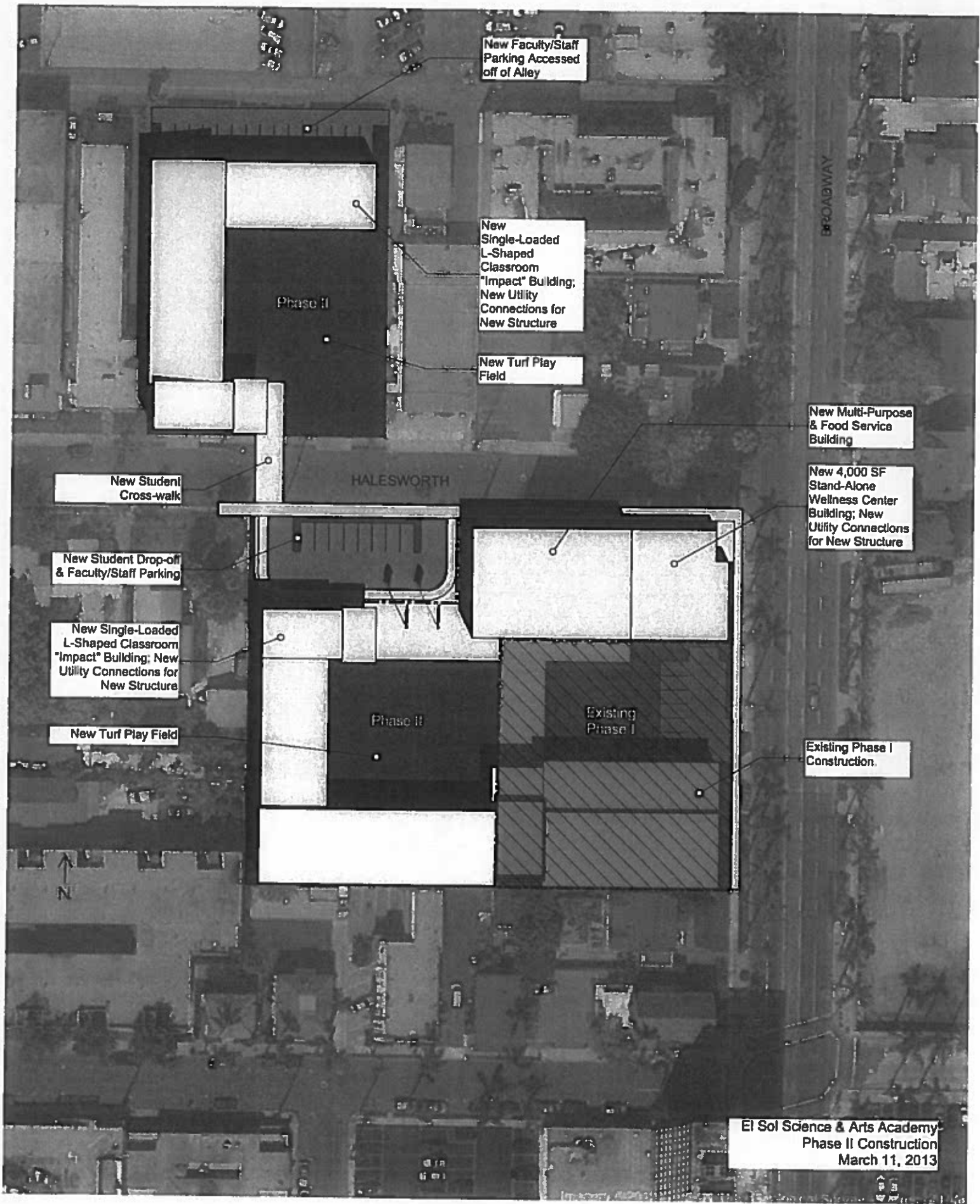
The construction of new student crosswalk linking southern and northern portions of the Site;

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

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

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

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



New Faculty/Staff
Parking Accessed
off of Alley

New
Single-Loaded
L-Shaped
Classroom
"Impact" Building;
New Utility
Connections for
New Structure

New Turf Play
Field

New Multi-Purpose
& Food Service
Building

New 4,000 SF
Stand-Alone
Wellness Center
Building; New
Utility Connections
for New Structure

Existing Phase I
Construction.

Phase II

HALESWORTH

Existing
Phase I

Phase II

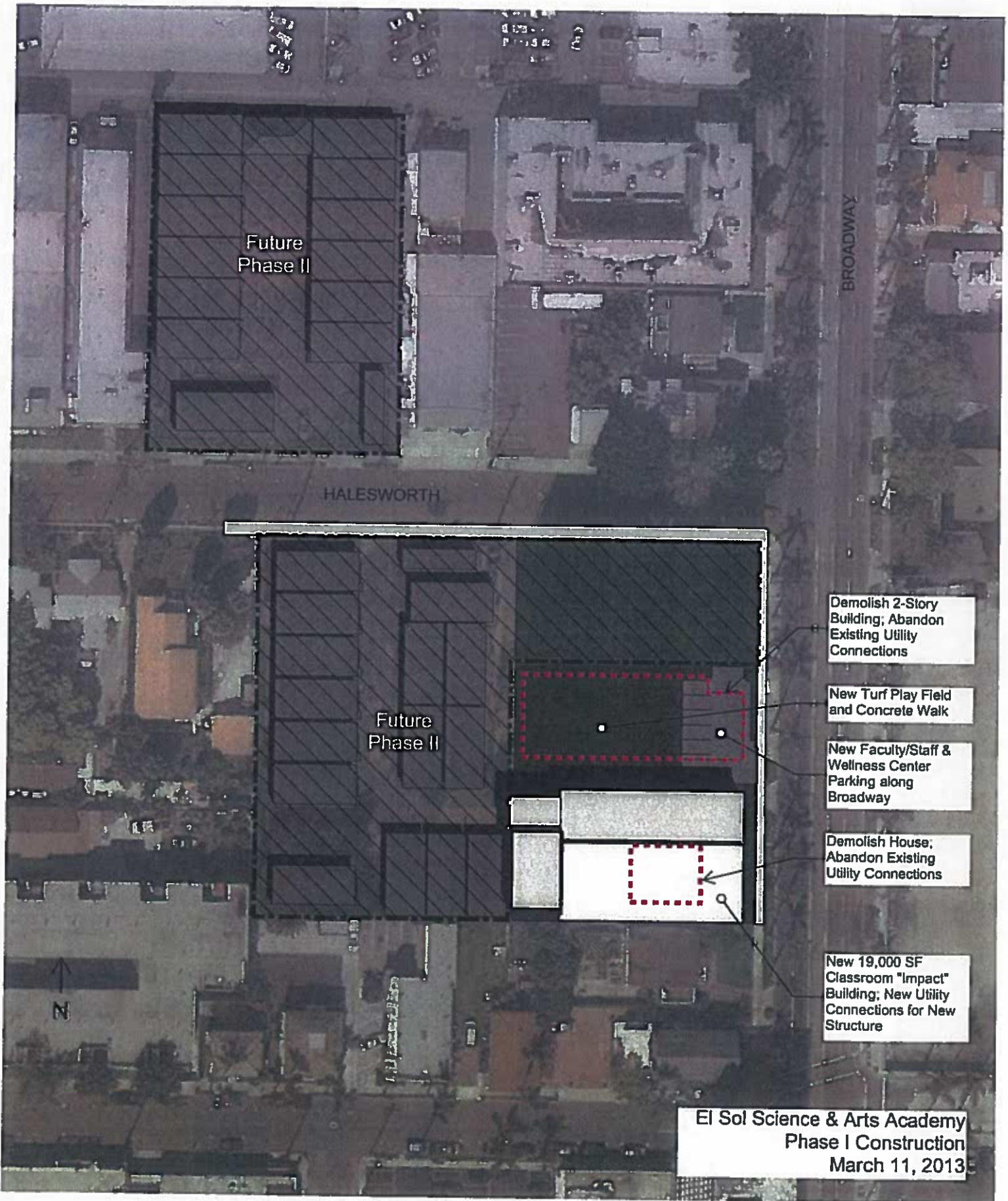
New Student
Cross-walk

New Student Drop-off
& Faculty/Staff Parking

New Single-Loaded
L-Shaped Classroom
"Impact" Building; New
Utility Connections for
New Structure

New Turf Play Field

El Sol Science & Arts Academy
Phase II Construction
March 11, 2013



Future Phase II

HALESWORTH

BROADWAY

Future Phase II

Demolish 2-Story Building; Abandon Existing Utility Connections

New Turf Play Field and Concrete Walk

New Faculty/Staff & Wellness Center Parking along Broadway

Demolish House; Abandon Existing Utility Connections

New 19,000 SF Classroom "Impact" Building; New Utility Connections for New Structure

El Sol Science & Arts Academy
Phase I Construction
March 11, 2013

EXHIBIT C

Insurance Requirements

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

1. Property Insurance

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

Must list the following Loss Payee as follows:

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

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

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

2. Liability Insurance

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

Must list the following as Additional Insured as follows:

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

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

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

EXHIBIT D

QALICB Loan Agreement Covenants

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

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

1. Financial Covenants.

(a) School Lease Payment Coverage Ratio. School shall maintain a minimum Lease Payment Coverage Ratio of not less than 1.15 to 1.00, measured as of the end of each of School's fiscal years based on audited financial statements provided to Lender pursuant to this Agreement, commencing with School's fiscal year beginning on July 1, 2013. For the purposes hereof, School's "Lease Payment Coverage Ratio" shall be determined by dividing (A) the sum of School Earnings before Interest, Depreciation and Amortization prior to School's current payment obligations under the School Lease Agreement, by (B) the sum of School's current payment obligations under the School Lease Agreement, Current Portion of Long Term Debt (for the prior fiscal year), and Interest Expense.

(b) Debt/Worth Ratio. School shall maintain a Debt/Worth Ratio of not more than 3.00 to 1.00, measured as of the end of each of School's fiscal years, commencing with School's fiscal year beginning on July 1, 2013. "Debt/Worth Ratio" shall be defined as the ratio of total liabilities divided by total net worth (assets minus liabilities).

(c) Current Ratio. School shall maintain a Current Ratio of not less than 1.50 to 1.00, tested annually on the last day of each fiscal year commencing as of July 1, 2013, based on a certification from School and such supporting documentation and financial statements as shall be provided pursuant to this Agreement or otherwise reasonably requested by Lender. "Current Ratio" shall be defined as the ratio of current assets divided by current liabilities.

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

2. Other Indebtedness. Without the prior written consent of Lender in each instance, which consent shall not be unreasonably withheld, conditioned or delayed, School shall not (i) create, incur, assume or suffer to exist any indebtedness, or in any manner become liable directly or indirectly with respect to any indebtedness, except for amounts owing to Lender.

3. Management. School shall notify Lender in writing of any change in School's board of directors and/or School's senior management, within ten (10) calendar days of any such change. For purposes hereof, "senior management" shall include, but not be limited to, the positions of principal, assistant principal, director of operations, and executive director.

4. Organizational Change. School shall not reincorporate or reorganize itself under the laws of any jurisdiction other than the jurisdiction in which it is incorporated as of the date hereof without the prior written consent of Lender.

5. Reports. School shall deliver to Lender, in reasonable detail and in form acceptable to Lender,

(i) as soon as possible, and, in any event, within five (5) business days after School receives notice or knowledge thereof or learns facts which would lead a reasonable person to undertake diligent inquiry with respect thereto, a report or statement executed by a senior officer of School with respect to (A) the occurrence of any reportable event that requires notification of the Pension Benefit Guaranty Corporation by School or any of their subsidiaries pursuant to ERISA and regulations thereunder; (B) the occurrence of any Event of Default or incipient default (i.e. an event that becomes an Event of Default after notice or passage of time) or failure to observe or perform any covenant set forth herein or in any other agreement with Lender to which School is a party and any action taken or contemplated with respect thereto; (C) (1) the existence or change in status of any pending or threatened litigation or administrative proceedings or investigations against or affecting School or any of its subsidiaries which, if determined adversely to School or any of its subsidiaries, would have a material adverse effect upon the financial condition or results of operations of School and (2) any reserves set aside or to be set aside in connection with such proceedings, in accordance with GAAP; and (D) any report, citation, notice demand or other written or oral communication concerning any facility or other property now or hereafter owned, leased or operated by School or any of its subsidiaries to which any Hazardous Materials (as such term is defined in the Mortgage) used, generated, treated or disposed of by School or any of its subsidiaries may have been transported, or concerning the activities, operations or potential responsibility for environmental cleanup obligations of School or any of its subsidiaries, to or from any governmental agency or entity empowered to enforce, investigate, or oversee compliance with any Environmental Law (as such term is defined in the Mortgage); and

(ii) such other reports as Lender may, from time to time, reasonably request in writing from School.

6. Records and Reports. The School will deliver or cause to be delivered to Landlord such information, statements, reports, or other documentation concerning the School as Landlord may require to enable Landlord to comply with Landlord's reporting obligations under the QALICB Loan Agreement, including, without limitation, Landlord's reporting obligations under Section 14 of the QALICB Loan Agreement. Without limitation on the foregoing, School, at School's cost and expense, shall deliver to Lender, (i) within thirty (30) days of the last day of each of School's fiscal years, during the term of the Loan, School's board approved annual operating budget; (ii) within forty-five (45) days of the last day of each fiscal quarter during the term of the Loan for School, unaudited internally prepared financial statements (including, at a minimum, a balance sheet, cash flow statement and statement of profit and loss) certified as true and correct by an authorized officer of School and in a form reasonably acceptable to Lender in all respects; and (iii) within one hundred eighty (180) days of the end of Landlord's fiscal year,

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

7. Charter. School shall keep and maintain the Charter of the School in full force and effect.

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

9. Payment of Demolition Costs. School shall pay all amounts required to be paid to the District under Section 8 of the First Amendment. Within six months after the Completion Date, School shall deposit into a segregated deposit account to be held as a reserve for the purpose of making any payment that may become due to the District under Section 8(d) of the First Amendment an amount equal to 45% of the remaining Demolition Costs (as defined in the First Amendment) to be paid to the District pursuant to Section 8 of the First Amendment. Thereafter, until such time as School has paid in full all amounts owing to the District under Section 8 of the First Amendment, School shall continue to hold in the deposit account an amount equal to 45% of the remaining Demolition Costs to be paid to the District pursuant to Section 8 of the First Amendment, as such amount may change over time. School shall not use or dispose of the funds required to be held in the segregated deposit account for any purpose other than making such payment as may become due to the District under Section 8(d) of the First Amendment. School shall pay all amounts owing to the District under Section 8 of the First Amendment, including accrued interest, in full on or before January 1, 2020. In addition, School agrees to deliver a report prior to February 1st of each calendar year, until such time that such report indicates that Demolition Costs have been paid in full, to: Senior Program Officer, Local Initiatives Support Corporation, 500 S. Grand Avenue, Suite 2300, Los Angeles, CA 90071; which report shall certify, as of the date of such report, (i) the balance in the deposit account and (ii) the amount of Demolition Costs which remain to be paid.



Pacific Center Schools Development
 111 N. W. Street, Suite 200
 Los Angeles, CA 90017

The SOS Wellness Center at
 El Sol Science and Arts
 Academy

TELADY
 CONSULTANTS
 111 N. W. Street, Suite 200
 Los Angeles, CA 90017



7111 International Blvd
 San Diego, CA 92121
 TELADY CONSULTANTS
 7111 International Blvd
 San Diego, CA 92121



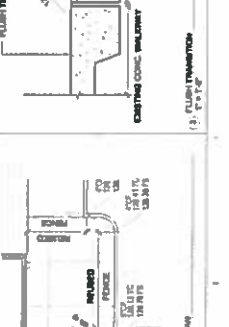
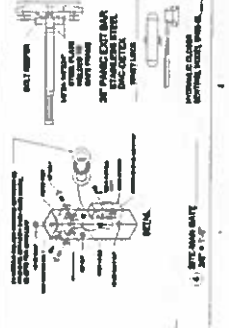
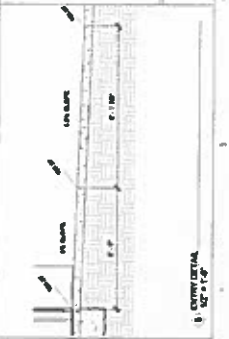
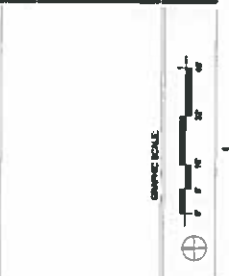
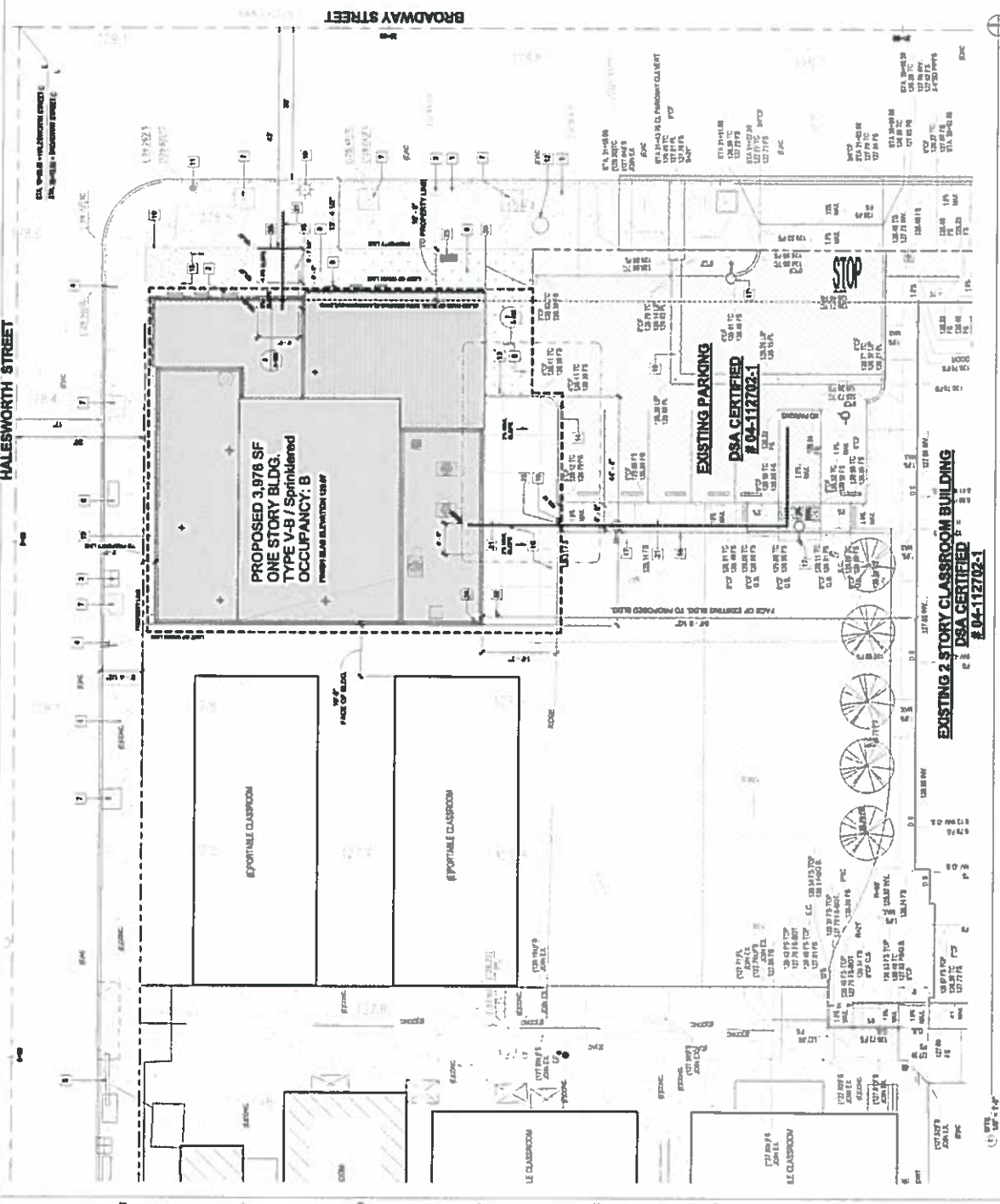
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|----------|--|
| DATE | 12/09/2013 |
| BY | TELADY CONSULTANTS |
| FOR | PACIFIC CENTER SCHOOLS DEVELOPMENT |
| PROJECT | THE SOS WELLNESS CENTER AT EL SOL SCIENCE AND ARTS ACADEMY |
| LOCATION | 111 N. W. STREET, SUITE 200, LOS ANGELES, CA 90017 |

100% CD Submittal
 12-09-2013

SITE PLAN

A-100

- 1. CONCRETE SIDEWALKS TO MATCH EXISTING SIDEWALKS
- 2. EXISTING SIDEWALKS TO REMAIN
- 3. NEW SIDEWALKS TO BE INSTALLED
- 4. EXISTING SIDEWALKS TO BE REPAIRED
- 5. EXISTING SIDEWALKS TO BE REPAIRED
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- 30. EXISTING SIDEWALKS TO BE REPAIRED



AGENDA ITEM BACKUP SHEET
July 22, 2014

Board Meeting

TITLE: Authorization to Renew Predictive Roof Maintenance Contract for 2014-15 Fiscal Year

ITEM: Consent

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

PREPARED BY: Dennis Ziegler, Director, Building Services

BACKGROUND INFORMATION:

The purpose of this agenda is to seek Board authorization to renew the contract for a Predictive Roof Maintenance Program Districtwide.

RATIONALE:

At the July 26, 2011 meeting, the Board awarded the predictive roof maintenance contract to Waterproofing Technologies Inc. The existing contract was competitively bid with an option of an additional four years. This predictive roof maintenance program will ensure that all roofs are inspected annually, and will allow staff to implement best business practices in the management of all roofing systems Districtwide. Vendor selection is in compliance with Board Policies.

FUNDING:

Deferred Maintenance Fund: \$159,000

RECOMMENDATION:

Authorize staff to renew predictive roof maintenance contract with Waterproofing Technologies Inc. for the 2014-15 fiscal year for the term of the contract at \$159,000.

AGENDA ITEM BACKUP SHEET

July 22, 2014

Board Meeting

TITLE: Approval of Substitute Subcontractor for Bid Package No. 1 New Building and Sitework - Concrete at Wilson Elementary School Under Overcrowding Relief Grant Program

ITEM: Consent

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

PREPARED BY: Todd Butcher, Director, Construction

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to substitute the subcontractor for Bid Package No. 1 New Building and Sitework – Concrete for the Overcrowding Relief Grant project at Wilson Elementary School as per Public Contract Code Section 4107; “when the subcontractor listed in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract or fails or refuses to meet the bond requirement for the scope of work specified.”

RATIONALE:

At its December 10, 2013 meeting, the Board awarded a contract for Bid Package No. 1 New Building and Sitework – Concrete at Wilson Elementary School to Horizons Construction Company International, Inc. Horizons Construction Company International, Inc. has requested the substitution from A&S Cement Contractors, Inc. to Quality Concrete Construction as the concrete subcontractor due to the failure of A&S Cement Contractors, Inc. to meet the bond requirements for the scope of work specified. The District has followed Public Contract Code Section 4107.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve Quality Concrete Construction as the substitute subcontractor for Bid Package No. 1 New Building and Sitework – Concrete at Wilson Elementary School under the Overcrowding Relief Grant Program.

JD:rb

HORIZONS CONSTRUCTION CO., INTL.

General Contracting and Engineering

1173 N. Patt St.
Anaheim Ca. 92801

TEL (714) 626-0000
FAX (714) 626-0006

License # 825022

June 20, 2014

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

Attn: Mr. Todd Butcher / Mr. Greg English

Project: Wilson Elementary School Modernization.
ORG Project – DSA 04-112251
Request for Subcontractor Substitution – Quality Concrete Construction for A&S Concrete.

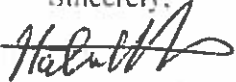
Gentlemen,

As discussed previously, Horizons Construction Company International, Inc. (HCC) has not received the Performance and Payment Bond from Subcontractor "A&S Concrete" as promised several times. After several notices, the Subcontractor indicated it has failed to provide such bond at this time.

HCC hereby is submitting this request substitute the flatwork concrete (Phase 1 work) to be performed by Quality Concrete Construction (QCC). We have confirmed that QCC will meet the requirements of this project. Please facilitate this Substitution pursuant to Public Contract Code 4107 and 4108.

We appreciate your prompt approval of this request.

Sincerely,



Hatem Ibrahim
Sr. Project Manager/ Principal.

Horizons Construction Company.

A & S CEMENT CONTRACTORS INC.
8140 Monroe Avenue, Stanton CA 90680

714)220-0571

June 30, 2014

Mr. Hatem Ibrahim
Horizons Construction
432 W. Meats Ave
Orange, CA 92865

Dear Mr. Ibrahim,

I regretfully acknowledge A & S needs to be substituted for the contract with Santa Ana Unified School District for the Wilson Elementary Modernization Project. A & S cannot bond the job at this time and accepts being substituted.

Respectfully,


Ray S. Madrigal

President

AGENDA ITEM BACKUP SHEET
July 22, 2014

Board Meeting

TITLE: **Approval of Board Member’s Attendance to California School Boards Association Annual Education Conference from December 13 through December 16, 2014 in San Francisco, California**

ITEM: **Consent**

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval for members of the Board to attend the California School Board Association (CSBA) Annual Education Conference in San Francisco, California from December 13 through 16, 2014.

RATIONALE:

The CSBA Annual Educational Conference and Trade Show is the most comprehensive professional development program created specifically for governance teams. CSBA's program delivers practical solutions to help governance teams from districts and county offices of education to improve student learning and achievement.

The SAUSD submitted five presentation proposals. The District was notified that one proposal was accepted and four were denied.

| Titles | Submitted By | CSBA Decision |
|---|--------------------------------|----------------------|
| Accessing Common Core for EL Learners with Disabilities Sunday, December 14, 2014 8:30 a.m. – 9:45 a.m. | Ms. Doreen Lohnes | Accepted |
| SAUSD: Our LCAP Success Story | Dr. Stefanie Phillips | Not selected |
| Developing STEM Academies Utilizing QZABs | Ms. Dawn Miller, Mr. Joe Dixon | Not selected |
| Senior Exit Portfolio: A Capstone Experience | Ms. Dawn Miller | Not selected |
| The Power of Play | Dr. Michelle Rodriguez | Not selected |

FUNDING:

General Fund: \$7,000

RECOMMENDATION:

Approve Board Member’s Attendance to California School Boards Association Annual Education Conference from December 13 through December 16, 2014 in San Francisco, California.

AGENDA ITEM BACKUP SHEET
July 22, 2014

Board Meeting

TITLE: **Approval of Personnel Calendar Including the Transition of Specific Staff Members with 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 including the transition of specific staff members with 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 including the transition of specific staff members with such topics as: hiring, promotions, transfers, resignations, retirements, and leaves.


MAM:nr

Personnel Calendar
Board Meeting - July 22, 2014

CERTIFICATED PERSONNEL CALENDAR

| NAME | POSITION | SITE | EFF. DATE | END DATE | COMMENTS |
|---------------------|---------------------|---|---------------|----------|--|
| RETIREMENTS | | | | | |
| Colunga, Samie | Teacher | K-12 Curriculum Instruction/Staff Development | June 25, 2014 | | Retirement - 25 years |
| RESIGNATIONS | | | | | |
| Bertoglio, Lauren | Teacher | Godinez Educational Services Secondary Division | June 20, 2014 | | Accepted another position, family responsibilities - 6 years |
| Canzone, Janna | Teacher | Willard Educational Services Secondary Division | June 20, 2014 | | Accepted another position - 9 years |
| Crawford, Scott | Teacher | Willard Educational Services Secondary Division | June 20, 2014 | | Personal - 15 years |
| Houston, Kristine | Teacher | Segerstrom | June 20, 2014 | | Accepted another position - 19 years |
| Kirch, Crystal | Teacher | Willard | June 20, 2014 | | Accepted another position - 7 years |
| Maxwell, Chelsea | Teacher | Carr | June 20, 2014 | | Accepted another position - 3 years |
| Medrano, Hector | Assistant Principal | Pupil Support Services | June 30, 2014 | | Accepted another position - 3 years |
| Parvin, Jodi | Nurse | | June 20, 2014 | | Accepted another position - 2 years |

Personnel Calendar
Board Meeting - July 22, 2014

CERTIFICATED PERSONNEL CALENDAR

| NAME | POSITION | SITE | EFF. DATE | END DATE | COMMENTS |
|---|--------------|------------------------|-----------------|--------------------|---------------------------|
| RESIGNATIONS (CORRECTION) | | | | | |
| Luh, Jane | Librarian | Godinez | June 20, 2014 | | Moving - 4 years |
| NEW HIRES/RE-HIRES 2014-15 | | | | | |
| Abadjian, Kristin | Teacher | Special Education | August 27, 2014 | | New Hire - Probationary I |
| Herrera-Duarte, Araceli | Psychologist | Psychological Services | August 25, 2014 | | New Hire - Probationary I |
| Morin, Kelly | Teacher | Martin | August 27, 2014 | | New Hire - Probationary I |
| EXPIRATION OF 39-MONTH REEMPLOYMENT | | | | | |
| Dalebroux, Kim | Teacher | Mitchell | June 22, 2014 | | |
| 39-MONTH REEMPLOYMENT | | | | | |
| Smith, Clo | Teacher | Special Education | June 17, 2014 | September 17, 2017 | |
| LEAVE (21 duty days or more) - Without Pay with Benefits | | | | | |
| Cohick, Nancy | Teacher | Madison | August 27, 2014 | June 19, 2015 | Child Care |
| Yu, Jane | Teacher | Mitchell | August 27, 2014 | June 19, 2015 | Education |

Personnel Calendar
Board Meeting - July 22, 2014

CERTIFICATED PERSONNEL CALENDAR

| NAME | POSITION | SITE | EFF. DATE | END DATE | COMMENTS |
|--|---------------------|-----------------------------|-----------------|--|-----------|
| EXTENSION ON LEAVE (21 duty days or more) - Without Pay with Benefits | | | | | |
| Kavati, Kamala | Teacher | Century | August 27, 2014 | June 19, 2015 | Personal |
| FAMILY CARE AND MEDICAL LEAVE ABSENCE (INTERMITTENT) - Paid with Benefits | | | | | |
| Bravo-Taylor, Alina | Teacher | Thorpe | April 24, 2014 | April 24, 2015 | Statutory |
| FAMILY CARE AND MEDICAL LEAVE ABSENCE (3 to 20 duty days) - Paid with Benefits | | | | | |
| Lewis, Gary A. | Teacher | Pio Pico Early Childhood | May 23, 2014 | June 20, 2014 | Statutory |
| Martinez, Laura | Outreach Consultant | Education | June 10, 2014 | June 16, 2014 | Statutory |
| Pearson, Noel | Teacher | Carr | May 23, 2014 | May 30, 2014 | Statutory |
| Silverman, Lynn | Teacher | Century | April 17, 2014 | June 19, 2014 | Statutory |
| Statler, Monique | Teacher | Godinez | May 30, 2014 | June 20, 2014 | Statutory |
| FAMILY CARE AND MEDICAL LEAVE ABSENCE (3 to 20 duty days or more) - Without Pay with Benefits | | | | | |
| Licudine, Star | Nurse | Pupil Support Services | May 27, 2014 | June 6, 2014 | Statutory |
| CHANGE IN DATE ON FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Paid with Benefits | | | | | |
| Lund, Amber | Teacher | Segerstrom | April 29, 2014 | From June 20, 2014 to June 18, 2014 | Statutory |

PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - July 22, 2014

| NAME | POSITION | SITE | EFF. DATE | END DATE | COMMENTS |
|---|---------------------|------------------------------|----------------|----------------|-------------------|
| CALIFORNIA FAMILY RIGHTS ACT (INTERMITTENT) - Paid with Benefits | | | | | |
| Bravo-Taylor, Alina | Teacher | Thorpe | April 24, 2014 | April 24, 2015 | Statutory |
| CALIFORNIA FAMILY RIGHTS ACT (3 to 20 duty days or more) - Paid with Benefits | | | | | |
| Lewis, Gary A. | Teacher | Pio Pico Early Childhood | May 23, 2014 | June 20, 2014 | Statutory |
| Martinez, Laura | Outreach Consultant | Education | June 10, 2014 | June 16, 2014 | Statutory |
| Pearson, Noel | Teacher | Carr | May 23, 2014 | May 30, 2014 | Statutory |
| Silverman, Lynn | Teacher | Century | April 17, 2014 | June 19, 2014 | Statutory |
| CALIFORNIA FAMILY RIGHTS ACT (3 to 20 duty days or more) - Without Pay with Benefits | | | | | |
| Licudine, Star | Nurse | Pupil Support Services | May 27, 2014 | June 6, 2014 | Statutory |
| EXTENSION ON FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Paid with Benefits | | | | | |
| Kretzschmar, Jeanne | Teacher | Madison | May 15, 2014 | June 20, 2014 | Statutory |
| EXTENDED WORK YEAR 2013-14 | | | | | |
| Bywater, Colette | Nurse | Early Childhood Education | June 23, 2014 | June 25, 2014 | 3 Additional Days |
| Loftus, Karen | Nurse | Early Childhood Education | June 23, 2014 | June 25, 2014 | 3 Additional Days |

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - July 22, 2014

| NAME | POSITION | SITE | EFF. DATE | END DATE | COMMENTS |
|---------------------------|-----------------|------------------------|------------------|-----------------|---------------------|
| EXTRA DUTY 2013-14 | | | | | |
| Higbie, Kerstin | Nurse | Pupil Support Services | June 23, 2014 | June 30, 2014 | Regular Hourly Rate |
| Olsen, Susan | Nurse | Pupil Support Services | June 23, 2014 | June 30, 2014 | Regular Hourly Rate |
| Pate, Bonnie | Substitute | Pupil Support Services | June 23, 2014 | June 30, 2014 | Retired Daily Rate |
| Stefun, Maria | Nurse | Pupil Support Services | June 23, 2014 | June 30, 2014 | Regular Hourly Rate |
| Vidaurre, Keilah | Nurse | Pupil Support Services | June 23, 2014 | June 30, 2014 | Regular Hourly Rate |
| EXTRA DUTY 2014-15 | | | | | |
| Higbie, Kerstin | Nurse | Pupil Support Services | July 1, 2014 | July 30, 2014 | Regular Hourly Rate |
| Olsen, Susan | Nurse | Pupil Support Services | July 1, 2014 | July 30, 2014 | Regular Hourly Rate |
| Pate, Bonnie | Substitute | Pupil Support Services | July 1, 2014 | July 30, 2014 | Retired Daily Rate |
| Sevilla, Juan | Psychologist | Psychological Services | July 1, 2014 | July 31, 2014 | Regular Hourly Rate |
| Stefun, Maria | Nurse | Pupil Support Services | July 1, 2014 | July 30, 2014 | Regular Hourly Rate |
| Vidaurre, Keilah | Nurse | Pupil Support Services | July 1, 2014 | July 30, 2014 | Regular Hourly Rate |

Personnel Calendar
Board Meeting - July 22, 2014

CERTIFICATED PERSONNEL CALENDAR

| NAME | POSITION | SITE | EFF. DATE | END DATE | COMMENTS |
|---|-----------|-----------------------|--------------|---------------|----------------------------------|
| CO-CURRICULAR 2013-14 | | | | | |
| Bohinc, Melissa | | Sierra | 2013-14 | | Student Government Advisor |
| ESY SUMMER SCHOOL PRINCIPAL (CORRECTION) | | | | | |
| Longacre, Steven | Principal | Special Education | June 1, 2014 | June 30, 2014 | 30 Prep. Hours |
| ESY SUMMER SCHOOL PRINCIPAL (CORRECTION) | | | | | |
| Longacre, Steven | Principal | Taft | July 1, 2014 | July 25, 2014 | Regular Hourly Rate |
| SUMMER SCHOOL TEACHERS | | | | | |
| Arredondo, Eliana | | Godinez | | | |
| Bayouk, Steve | | Spurgeon Valley | | | |
| Berger, Michael | | Segerstrom | | | |
| Bishara, Dave | | Godinez | | | |
| Bookataub, Sullivan | | Saddleback Century | | | |
| Corr, Sandra | | | | | |
| Edelen, Claire | | | | | |
| Fitzgerald Jimenez, Crystal | | Lorin Griset | | | |
| Kim, Duy | | Lorin Griset | | | |

Mark A. McKinney, Associate Superintendent, Human Resources

Personnel Calendar
Board Meeting - July 22, 2014
CERTIFICATED PERSONNEL CALENDAR

| NAME | POSITION | SITE | EFF. DATE | END DATE | COMMENTS |
|---|-----------------|-------------------|------------------|-----------------|-----------------|
| SUMMER SCHOOL TEACHERS (Continued) | | | | | |
| Lynd, Shenandoah | | Chavez | | | |
| Molina, Fausto Jr. | | Century | | | |
| Peterson, Erik | | Lorin Grisct | | | |
| Pinto, Franklin | | Godinez | | | |
| Shelton, Arlyn | | Lorin Grisct | | | |
| Tacconelli, Josina | | Godinez | | | |
| Trumbo, Richard | | Santa Ana | | | |
| West, Jeffrey | | Century | | | |
| SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS | | | | | |
| Abreu, Oscar | | Taft | | | |
| Dondalski, Christine | | Taft | | | |
| Dvorkin, Alexis | | Washington | | | |
| Lopez, Adolfo | | Spurgeon | | | |
| | | Adult Transition/ | | | |
| McConnell, Amanda | | Century | | | |
| Park, Cheryl | | Century | | | |
| Pedroza, Maria | | Adult Transition | | | |
| Shipley, Elizabeth | | Mitchell | | | |
| Thurman, Patricia | | Heninger | | | |

PERSONNEL CALENDAR

**Personnel Calendar
Board Meeting - July 22, 2014**

| NAME | POSITION | SITE | EFF. DATE | END DATE | COMMENTS |
|--|-----------------|-------------------|------------------|-----------------|-----------------|
| SUMMER EXTENDED SCHOOL YEAR (ESY) SPEECH AND LANGUAGE PATHOLOGIST | | | | | |
| Cho, David | | Speech Department | | | |
| SUMMER SCHOOL PRINCIPALS | | | | | |
| Church, Jesse | | Segerstrom | June 25, 2014 | June 27, 2014 | |
| De La Mora, Moises | | Saddleback | June 24, 2014 | June 30, 2014 | |
| Hummel, Thomas | | Santa Ana | June 24, 2014 | June 27, 2014 | |
| Michael, David | | Century | June 24, 2014 | June 27, 2014 | |
| Moreno, Gabriel | | Valley | June 24, 2014 | June 27, 2014 | |
| Scruton, Amy | | Godinez | June 25, 2014 | June 27, 2014 | |
| Tonai, Kevin | | Godinez | June 24, 2014 | June 24, 2014 | |
| Callaway, Katrina | | Segerstrom | July 14, 2014 | July 30, 2014 | |
| Church, Jesse | | Segerstrom | July 1, 2014 | July 11, 2014 | |
| De La Mora, Moises | | Saddleback | July 1, 2014 | July 30, 2014 | |
| Hummel, Thomas | | Santa Ana | July 1, 2014 | July 11, 2014 | |
| Lighthall, Loren | | Santa Ana | July 14, 2014 | July 30, 2014 | |
| Michael, David | | Century | July 1, 2014 | July 3, 2014 | |
| Moreno, Gabriel | | Valley | July 1, 2014 | July 11, 2014 | |
| Peronto, Cynthia | | Century | July 7, 2014 | July 30, 2014 | |
| Scruton, Amy | | Godinez | July 7, 2014 | July 18, 2014 | |
| Sequeira, Anissa | | Valley | July 14, 2014 | July 30, 2014 | |
| Tonai, Kevin | | Godinez | July 1, 2014 | July 30, 2014 | |

Personnel Calendar
Board Meeting - July 22, 2014

CERTIFICATED PERSONNEL CALENDAR

| NAME | POSITION | SITE | EFF. DATE | END DATE | COMMENTS |
|-----------------------------|----------|------|---------------|-----------------|----------|
| ROP TEACHER SUMMER | | | | | |
| Schwinge, Terrence | | ROP | July 22, 2014 | August 22, 2014 | |
| ROP TEACHERS 2014-15 | | | | | |
| Acuna, Jennifer | | | | | |
| Aguilar, Monica C. | | | | | |
| Beaman, Francene | | | | | |
| Curjel, Danny | | | | | |
| Dervis, Nancy | | | | | |
| Duran, Santa | | | | | |
| Erikson, Tom | | | | | |
| Fe, Helen | | | | | |
| Fischer, Charlene | | | | | |
| Gannig, Michael | | | | | |
| Henriquez, Noe | | | | | |
| Holland, Cynthia | | | | | |
| Joyce, Maureen | | | | | |
| Katz, David | | | | | |
| Long, Lana | | | | | |
| Lynch, Kenneth | | | | | |
| Magarro, June | | | | | |
| Maharaj, Chester | | | | | |
| Manrique, Ricardo | | | | | |
| Mitchell, Herman | | | | | |
| Nusbickel, Thomas | | | | | |

PERSONNEL CALENDAR

**Personnel Calendar
Board Meeting - July 22, 2014**

| NAME | POSITION | SITE | EFF. DATE | END DATE | COMMENTS |
|---|-----------------|-------------|------------------|-----------------|-----------------|
| ROP TEACHERS 2014-15 (Continued) | | | | | |
| Pastrana, Diana | | | | | |
| Polhamus, Jason | | | | | |
| Ramirez, Steven | | | | | |
| Rich, Christine | | | | | |
| Russo, Joseph | | | | | |
| Schwinge, Terrence | | | | | |
| Tapia, Anita | | | | | |
| Vu, Minh T. | | | | | |
| ROP SUBSTITUTES 2014-15 | | | | | |
| Acuna, Jennifer | | | | | |
| Aguilar, Monica | | | | | |
| Beaman, Francene | | | | | |
| Borzilleri, Gail | | | | | |
| Curiel, Danny | | | | | |
| Dervis, Nancy | | | | | |
| Duran, Santa | | | | | |
| Erikson, Tom | | | | | |
| Fe, Helen | | | | | |
| Field, Patricia | | | | | |
| Fischer, Charlene | | | | | |
| Gamnig, Michael | | | | | |
| Garza, Cesar | | | | | |
| Henriquez, Noe | | | | | |

PERSONNEL CALENDAR

**Personnel Calendar
Board Meeting - July 22, 2014**

| NAME | POSITION | SITE | EFF. DATE | END DATE | COMMENTS |
|--|-----------------|-------------|------------------|-----------------|-----------------|
| ROP SUBSTITUTES 2014-15 (Continued) | | | | | |
| Holland, Cynthia | | | | | |
| Joyce, Maureen | | | | | |
| Kahapea, Karin | | | | | |
| Katz, David | | | | | |
| Long, Lana | | | | | |
| Lynch, Kenneth | | | | | |
| Magarro, June | | | | | |
| Maharaj, Chester | | | | | |
| Manrique, Ricardo | | | | | |
| Mireles, Jose | | | | | |
| Mitchell, Herman | | | | | |
| Navarro, Yanira | | | | | |
| Nusbickel, Thomas | | | | | |
| Pastrana, Diana | | | | | |
| Polhamus, Jason | | | | | |
| Rambert, Susan | | | | | |
| Ramirez, Steven | | | | | |
| Rich, Christine | | | | | |
| Russo, Joseph | | | | | |
| Savchenko, Valentina | | | | | |
| Smaretsky, Todd | | | | | |
| Tapia, Anita | | | | | |
| Verino, Sergio | | | | | |
| Vu, Bob | | | | | |
| Vu, Minh T. | | | | | |

Personnel Calendar
Board Meeting - July 22, 2014

CERTIFICATED PERSONNEL CALENDAR

| NAME | POSITION | SITE | EFF. DATE | END DATE | COMMENTS |
|------------------------------|----------|------------------------|-------------------|---------------|------------------------|
| HOME TEACHERS 2014-15 | | | | | |
| Batiste, Cheryl | | Pupil Support Services | September 2, 2014 | June 18, 2015 | If and as needed basis |
| Berber-Prado, Angelica | | Pupil Support Services | September 2, 2014 | June 18, 2015 | If and as needed basis |
| Birmie, Spencer | | Pupil Support Services | September 2, 2014 | June 18, 2015 | If and as needed basis |
| Borgese, Joseph | | Pupil Support Services | September 2, 2014 | June 18, 2015 | If and as needed basis |
| Childress, Allen | | Pupil Support Services | September 2, 2014 | June 18, 2015 | If and as needed basis |
| Esqueda, Edith | | Pupil Support Services | September 2, 2014 | June 18, 2015 | If and as needed basis |
| Fedele, Stephen | | Pupil Support Services | September 2, 2014 | June 18, 2015 | If and as needed basis |
| Heneghan, Daniel | | Pupil Support Services | September 2, 2014 | June 18, 2015 | If and as needed basis |
| Kapamajian, Jazmin | | Pupil Support Services | September 2, 2014 | June 18, 2015 | If and as needed basis |
| Levitin, Ganna | | Pupil Support Services | September 2, 2014 | June 18, 2015 | If and as needed basis |
| Lopez, Luis | | Pupil Support Services | September 2, 2014 | June 18, 2015 | If and as needed basis |
| Meade, Donna | | Pupil Support Services | September 2, 2014 | June 18, 2015 | If and as needed basis |

Personnel Calendar
Board Meeting - July 22, 2014

CERTIFICATED PERSONNEL CALENDAR

| NAME | POSITION | SITE | EFF. DATE | END DATE | COMMENTS |
|--|----------|------------------------|-------------------|---------------|------------------------|
| HOME TEACHERS 2014-15 (Continued) | | | | | |
| Mohr, Lawrence | | Pupil Support Services | September 2, 2014 | June 18, 2015 | If and as needed basis |
| Morales, Charleen | | Pupil Support Services | September 2, 2014 | June 18, 2015 | If and as needed basis |
| Morris, Elisa | | Pupil Support Services | September 2, 2014 | June 18, 2015 | If and as needed basis |
| Nelson, Kurt | | Pupil Support Services | September 2, 2014 | June 18, 2015 | If and as needed basis |
| Nessel, Gina | | Pupil Support Services | September 2, 2014 | June 18, 2015 | If and as needed basis |
| Olsen, Terri | | Pupil Support Services | September 2, 2014 | June 18, 2015 | If and as needed basis |
| Oslanker, Rebecca | | Pupil Support Services | September 2, 2014 | June 18, 2015 | If and as needed basis |
| Osorio, Patricia | | Pupil Support Services | September 2, 2014 | June 18, 2015 | If and as needed basis |
| Park, Chu | | Pupil Support Services | September 2, 2014 | June 18, 2015 | If and as needed basis |
| Pette, Maryann | | Pupil Support Services | September 2, 2014 | June 18, 2015 | If and as needed basis |
| Ramos, Rafael | | Pupil Support Services | September 2, 2014 | June 18, 2015 | If and as needed basis |
| Reyes, Robert | | Pupil Support Services | September 2, 2014 | June 18, 2015 | If and as needed basis |

Personnel Calendar
Board Meeting - July 22, 2014

CERTIFICATED PERSONNEL CALENDAR

| NAME | POSITION | SITE | EFF. DATE | END DATE | COMMENTS |
|--|----------|------------------------|-------------------|---------------|------------------------|
| HOME TEACHERS 2014-15 (Continued) | | | | | |
| Reynozo, Jesse | | Pupil Support Services | September 2, 2014 | June 18, 2015 | If and as needed basis |
| Sanchez Jimenez, Mayra | | Pupil Support Services | September 2, 2014 | June 18, 2015 | If and as needed basis |
| Sandoval, Paula | | Pupil Support Services | September 2, 2014 | June 18, 2015 | If and as needed basis |
| Shimasaki, Darren | | Pupil Support Services | September 2, 2014 | June 18, 2015 | If and as needed basis |
| Sleiman, Angela | | Pupil Support Services | September 2, 2014 | June 18, 2015 | If and as needed basis |
| Smith, Blake | | Pupil Support Services | September 2, 2014 | June 18, 2015 | If and as needed basis |
| Sonne-Diddi, Jaimeson | | Pupil Support Services | September 2, 2014 | June 18, 2015 | If and as needed basis |
| Thomas, Maryanne | | Pupil Support Services | September 2, 2014 | June 18, 2015 | If and as needed basis |
| Wiebe, Christine | | Pupil Support Services | September 2, 2014 | June 18, 2015 | If and as needed basis |
| Zamudio, Alma | | Pupil Support Services | September 2, 2014 | June 18, 2015 | If and as needed basis |
| SUBSTITUTE HOME TEACHERS 2014-15 | | | | | |
| Akzin, Hilary | | Pupil Support Services | September 2, 2014 | June 18, 2015 | If and as needed basis |

Personnel Calendar
Board Meeting - July 22, 2014

CERTIFICATED PERSONNEL CALENDAR

| NAME | POSITION | SITE | EFF. DATE | END DATE | COMMENTS |
|---|----------|------------------------|-------------------|---------------|------------------------|
| SUBSTITUTE HOME TEACHERS 2014-15 (Continued) | | | | | |
| Barron, Diane | | Pupil Support Services | September 2, 2014 | June 18, 2015 | If and as needed basis |
| Bliznik, Marian | | Pupil Support Services | September 2, 2014 | June 18, 2015 | If and as needed basis |
| Delgado, Alejandro | | Pupil Support Services | September 2, 2014 | June 18, 2015 | If and as needed basis |
| Floriano, Raquel | | Pupil Support Services | September 2, 2014 | June 18, 2015 | If and as needed basis |
| Grajeda, Glorice | | Pupil Support Services | September 2, 2014 | June 18, 2015 | If and as needed basis |
| Herrera, Keith | | Pupil Support Services | September 2, 2014 | June 18, 2015 | If and as needed basis |
| Mctigue, Marilena | | Pupil Support Services | September 2, 2014 | June 18, 2015 | If and as needed basis |
| Negrete Aguayo, Edaena | | Pupil Support Services | September 2, 2014 | June 18, 2015 | If and as needed basis |
| Ramirez, Brandi | | Pupil Support Services | September 2, 2014 | June 18, 2015 | If and as needed basis |
| Rivett, Victoria | | Pupil Support Services | September 2, 2014 | June 18, 2015 | If and as needed basis |
| Rustad, Pilar | | Pupil Support Services | September 2, 2014 | June 18, 2015 | If and as needed basis |
| Sachdeva, Sneha | | Pupil Support Services | September 2, 2014 | June 18, 2015 | If and as needed basis |

Personnel Calendar
Board Meeting - July 22, 2014

CERTIFICATED PERSONNEL CALENDAR

| NAME | POSITION | SITE | EFF. DATE | END DATE | COMMENTS |
|---|------------------------|------|-------------------|---------------|------------------------|
| SUBSTITUTE HOME TEACHERS 2014-15 (Continued) | | | | | |
| Sanchez, Rudy | Pupil Support Services | | September 2, 2014 | June 18, 2015 | If and as needed basis |
| Sandoval, Maria | Pupil Support Services | | September 2, 2014 | June 18, 2015 | If and as needed basis |
| Seager, Susan | Pupil Support Services | | September 2, 2014 | June 18, 2015 | If and as needed basis |
| Towner, Michele | Pupil Support Services | | September 2, 2014 | June 18, 2015 | If and as needed basis |
| Yardumian, Erika | Pupil Support Services | | September 2, 2014 | June 18, 2015 | If and as needed basis |
| SUMMER SCHOOL COUNSELORS | | | | | |
| Carrillo, Marylou | Santa Ana | | June 20, 2014 | June 30, 2014 | |
| Castillo, Leslie | Segerstrom | | June 20, 2014 | June 30, 2014 | |
| Castro, Elizabeth | Godinez | | June 20, 2014 | June 30, 2014 | |
| Chavez, Veronica | Godinez | | June 20, 2014 | June 30, 2014 | |
| Daniele, Rita | Santa Ana | | June 20, 2014 | June 30, 2014 | |
| Gonzalez, Frankie | Segerstrom | | June 20, 2014 | June 30, 2014 | |
| Griset-Villanueva, Gabrielle | Segerstrom | | June 20, 2014 | June 30, 2014 | |
| Gurski, Berenice | Santa Ana | | June 20, 2014 | June 30, 2014 | |
| Hernandez, Tomas | Century Valley | | June 20, 2014 | June 30, 2014 | |
| Hood-Sanchez, Robert | Valley | | June 20, 2014 | June 30, 2014 | |
| Lara, Maria A. | Segerstrom | | June 20, 2014 | June 30, 2014 | |

Personnel Calendar
Board Meeting - July 22, 2014

CERTIFICATED PERSONNEL CALENDAR

| NAME | POSITION | SITE | EFF. DATE | END DATE | COMMENTS |
|---------------------------------|----------|------------|---------------|---------------|----------|
| SUMMER SCHOOL COUNSELORS | | | | | |
| Marino, Rosa | | Godinez | June 20, 2014 | June 30, 2014 | |
| Mejia, Monica | | Segerstrom | June 20, 2014 | June 30, 2014 | |
| Moss, Michael | | Valley | June 20, 2014 | June 30, 2014 | |
| Nunez, Isabel | | Santa Ana | June 20, 2014 | June 30, 2014 | |
| Oxx, Gerry | | Godinez | June 20, 2014 | June 30, 2014 | |
| Padilla, Alejandro | | Griset | June 20, 2014 | June 30, 2014 | |
| Perez, Sandra | | Valley | June 20, 2014 | June 30, 2014 | |
| Perez, Veronica | | Santa Ana | June 20, 2014 | June 30, 2014 | |
| Quezada, Fabiola | | Saddleback | June 20, 2014 | June 30, 2014 | |
| Reed, Diane | | Godinez | June 20, 2014 | June 30, 2014 | |
| Reta, George | | Chavez | June 20, 2014 | June 30, 2014 | |
| Ridoutt-Schonborn, Arlette | | Santa Ana | June 20, 2014 | June 30, 2014 | |
| Ruvalcaba, Jennifer | | Century | June 20, 2014 | June 30, 2014 | |
| Rymer, Teresa | | Santa Ana | June 20, 2014 | June 30, 2014 | |
| Sachs, Stephanie | | Saddleback | June 20, 2014 | June 30, 2014 | |
| Sanchez, Marta | | Century | June 20, 2014 | June 30, 2014 | |
| Valdez, Javier | | Valley | June 20, 2014 | June 30, 2014 | |
| Valenzuela, Alba | | Century | June 20, 2014 | June 30, 2014 | |
| Vazquez, Mireya | | Century | June 20, 2014 | June 30, 2014 | |
| Villarreal, Nancy | | Saddleback | June 20, 2014 | June 30, 2014 | |
| Carrillo, Marylou | | Santa Ana | July 1, 2014 | July 30, 2014 | |
| Castillo, Leslie | | Segerstrom | July 1, 2014 | July 30, 2014 | |
| Castro, Elizabeth | | Godinez | July 1, 2014 | July 30, 2014 | |

Mark A. McKinney, Associate Superintendent, Human Resources

Personnel Calendar
Board Meeting - July 22, 2014

CERTIFICATED PERSONNEL CALENDAR

| NAME | POSITION | SITE | EFF. DATE | END DATE | COMMENTS |
|---------------------------------|----------|------------|--------------|---------------|----------|
| SUMMER SCHOOL COUNSELORS | | | | | |
| Chavez, Veronica | | Godinez | July 1, 2014 | July 30, 2014 | |
| Daniele, Rita | | Santa Ana | July 1, 2014 | July 30, 2014 | |
| Gonzalez, Frankie | | Segerstrom | July 1, 2014 | July 30, 2014 | |
| Griset-Villanueva, Gabrielle | | Segerstrom | July 1, 2014 | July 30, 2014 | |
| Gurski, Berenice | | Santa Ana | July 1, 2014 | July 30, 2014 | |
| Hernandez, Tomas | | Century | July 1, 2014 | July 30, 2014 | |
| Hood-Sanchez, Robert | | Valley | July 1, 2014 | July 30, 2014 | |
| Lara, Maria A. | | Segerstrom | July 1, 2014 | July 30, 2014 | |
| Marino, Rosa | | Godinez | July 1, 2014 | July 30, 2014 | |
| Mejia, Monica | | Segerstrom | July 1, 2014 | July 30, 2014 | |
| Moss, Michael | | Valley | July 1, 2014 | July 30, 2014 | |
| Nunez, Isabel | | Santa Ana | July 1, 2014 | July 30, 2014 | |
| Oxx, Gerry | | Godinez | July 1, 2014 | July 30, 2014 | |
| Padilla, Alejandro | | Griset | July 1, 2014 | July 30, 2014 | |
| Perez, Sandra | | Valley | July 1, 2014 | July 30, 2014 | |
| Perez, Veronica | | Santa Ana | July 1, 2014 | July 30, 2014 | |
| Quezada, Fabiola | | Saddleback | July 1, 2014 | July 30, 2014 | |
| Reed, Diane | | Godinez | July 1, 2014 | July 30, 2014 | |
| Reta, George | | Chavez | July 1, 2014 | July 30, 2014 | |
| Ridoutt-Schonborn, Arlette | | Santa Ana | July 1, 2014 | July 30, 2014 | |
| Ruvalcaba, Jennifer | | Century | July 1, 2014 | July 30, 2014 | |
| Rymer, Teresa | | Santa Ana | July 1, 2014 | July 30, 2014 | |
| Sachs, Stephanie | | Saddleback | July 1, 2014 | July 30, 2014 | |

Mark A. McKinney, Associate Superintendent, Human Resources

**AGENDA ITEM REQUESTS
CERTIFICATED
2014-15**

| TITLE OF ACTIVITY | SITE | FUNDING | NOT TO EXCEED | EFFECTIVE |
|--|----------------------|--------------------------|---------------|--------------------|
| AP Tutoring | Santa Ana | Title I | \$13,600 | September 2, 2014 |
| Before and After School Tutoring | Villa | Title I | \$20,000 | October 13, 2014 |
| Before/After School Math Science Tutoring | McFadden | Title I | \$7,500 | September 2, 2014 |
| Before/After School Tutoring | McFadden | General Funds | \$10,000 | September 2, 2014 |
| Before/After/Saturdays Tutoring | Middle College | Title I | \$12,000 | August 25, 2014 |
| BTSA Extra Help | BTSA | BTSA | \$20,000 | July 23, 2014 |
| Common Core Mini Unit of Study | | | | |
| Professional Development | Educational Services | Title II | \$34,650 | August 12, 2014 |
| Curriculum Planning | Jackson | Title I | \$10,000 | August 27, 2014 |
| Curriculum Planning | Segerstrom | General Funds | \$4,000 | July 23, 2014 |
| Data Chats & Teacher Release Days | Romero-Cruz | Title I | \$2,000 | September 2, 2014 |
| Detention Supervision | MacArthur | Title I | \$8,000 | August 27, 2014 |
| Document Based Questioning Professional Development | Educational Services | Title II | \$12,000 | August 26, 2014 |
| E-Business Academy Planning (Ratification) | Century | E-Business Academy Grant | \$6,500 | July 1, 2014 |
| E-Business Academy Planning (Ratification) | Century | E-Business Academy Grant | \$4,000 | July 1, 2014 |
| ELA, Common Core, Common Core State Standards (CCSS) | Garfield | Title I | \$1,000 | July 23, 2014 |
| English Learner Saturday Academy | Santa Ana | Title I | \$23,000 | September 13, 2014 |
| Grade Level (GLP) 2014-15 | Garfield | Title I | \$2,000 | July 23, 2014 |
| ILT Participants for 2014-15 | Kennedy | General Funds | \$8,000 | September 2, 2014 |
| Intervention Programs | Carr | Title I | \$20,000 | August 1, 2014 |
| Jaguar Aquatics Camp (Ratification) | Segerstrom | ASB Account | \$2,560 | July 1, 2014 |
| Language Arts Enrichment Program (Ratification) | Lowell | Title I - Core | \$4,320 | June 25, 2014 |

**Board Meeting
July 22, 2014**

**AGENDA ITEM REQUESTS
CERTIFICATED
2014-15**

| TITLE OF ACTIVITY | SITE | FUNDING | NOT TO EXCEED | EFFECTIVE |
|---|-------------------------|----------------------------|----------------------|------------------------------------|
| Language Arts Enrichment Program (Ratification) | Lowell | Title I - Core | \$22,680 | July 1, 2014 |
| Math Coach - Special Project | Garfield | Title I | \$1,000 | July 23, 2014 |
| Math Supplement Planning Day | Kennedy | Bechtel Grant | \$8,000 | August 25, 2014 |
| Parent Education | Heroes | Title I | \$500 | September 2, 2014 |
| Peer Assistance Review (PAR) | Staff Development | Title II | \$25,000 | July 23, 2014 |
| Pentathlon Coaches | Villa | General Funds | \$6,600 | January 5, 2015 |
| Planning | Heroes | Title I | \$1,750 | August 1, 2014 |
| Positive Behavioral Interventions and Support (PBIS)/Wellness Support | Garfield | Title I | \$1,500 | July 23, 2014 |
| Program Planning | Wilson | Title I | \$2,333 | August 1, 2014 |
| Program Planning | Valley | Title I | \$3,000 | July 23, 2014 |
| Program Planning | Villa | Title I | \$8,000 | September 2, 2014 |
| Program Planning | Carr | Title I | \$10,000 | August 1, 2014 |
| Program Planning (Correction previously approved June 24, 2014) | Santa Ana | WASC | \$800 | From June 25, 2014 to July 1, 2014 |
| Program Planning - Teachers | Middle College | Title I | \$3,000 | July 23, 2014 |
| Program Planning - Teachers | Middle College | WASC | \$4,000 | July 23, 2014 |
| Read 180 & System 44 Training | Santa Ana | Title I | \$463 | August 26, 2014 |
| Read 180 & System 44 Training | Lathrop | Title I | \$3,000 | August 1, 2014 |
| Report Cards Professional Development | Educational Services | Title II | \$140,000 | August 7, 2014 |
| Research & Evaluation Special Projects (Ratification) | Research and Evaluation | General Fund | \$3,000 | July 1, 2014 |
| SAEA President Designee (Ratification) | Human Resources | General Substitute Account | \$11,000 | July 1, 2014 |
| Saturday Saint Academy | Santa Ana | Title I | \$20,000 | September 13, 2014 |
| Saturday Tutoring | Mendez | Title I | \$3,000 | September 2, 2014 |

**Board Meeting
July 22, 2014**

**AGENDA ITEM REQUESTS
CERTIFICATED
2014-15**

| TITLE OF ACTIVITY | SITE | FUNDING | NOT TO EXCEED | EFFECTIVE |
|--|------------------------------|-------------------|----------------------|-------------------|
| Social Science - Common Core Writing Trainings | Educational Services K-12 | Title II | \$39,000 | July 23, 2014 |
| Social Science Teacher Collaboration | Educational Services K-12 | Title II | \$40,000 | July 23, 2014 |
| Speech Language Pathologists Stipend | Special Education | Special Education | \$1,230 | September 2, 2014 |
| SST Coordinator | Edison | Title I | \$5,000 | July 23, 2014 |
| SST Participants 2014-15 | Kennedy | General Funds | \$8,000 | September 2, 2014 |
| Staff Development | Heroes | Title I | \$1,000 | September 2, 2014 |
| Staff Development | Middle College | Title I | \$2,530 | July 23, 2014 |
| Staff Development 2014-15 | Garfield | Title I | \$4,000 | July 23, 2014 |
| Staff Development Instructor | Garfield | Title I | \$500 | July 23, 2014 |
| Staff Development Planning | Edison | Title I | \$12,500 | August 1, 2014 |
| Strategic Instructional Goals Planning | Segerstrom | General Funds | \$5,000 | July 23, 2014 |
| Student Achievement/Instructional Leadership Focus | King | Title I | \$30,000 | August 1, 2014 |
| Student Supervision | Santa Ana | Title I | \$16,200 | September 2, 2014 |
| Study Support Class | McFadden | General Funds | \$4,000 | September 2, 2014 |
| Substitute Pay for Teachers to Move Rooms (Ratification) | Franklin | General Funds | \$1,000 | June 13, 2014 |
| Substitute Pay for Teachers to Move Rooms (Ratification) | King | General Funds | \$1,000 | June 20, 2014 |
| Summer Enrichment Program (Ratification) | Valley | General Funds | \$3,920 | July 20, 2014 |
| Summer Planning Hours (Ratification) | Mendez | Title I - Core | \$10,000 | June 23, 2014 |
| Summer Planning Hours Certificated (Ratification) | Mendez | Title I - Core | \$30,000 | July 1, 2014 |
| Support Provider for BTSA Induction | BTSA | Title II | \$240,000 | July 23, 2014 |
| Teacher Professional Development | MacArthur | Title I | \$2,000 | August 18, 2014 |

**Board Meeting
July 22, 2014**

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - July 22, 2014

| NAME | POSITION | SITE | EFF. DATE | END DATE | SALARY | COMMENTS |
|---|---|-----------------------|--|----------|--------|---------------------------------|
| RETIREMENTS | | | | | | |
| Guerrero, Guadalupe Mendez-Lizardo, Johanna | Sr. Fd. Svc. Wkr. Sch. Off. Mgr. Elem. | Saddleback Esqueda | September 30, 2014 September 12, 2014 | | | 33 years, 11 months 32 years |
| RESCIND RETIREMENT | | | | | | |
| Alvarado, Tulia | Sr. Fd. Svc. Wkr. | Sierra | June 19, 2014 | | | 14 years, 7 months |
| RESIGNATIONS | | | | | | |
| Cifuentes, Christian | Teachers Aide | Child Dev. Speech/ | June 19, 2014 | | | Personal - 7 years, 9 months |
| Davalos, Sophia | SLPA | Language | August 1, 2014 | | | Personal - 10 months |
| Hernandez, Michele | SSP Sp. Ed. | Century Transition | June 17, 2014 | | | Personal - 1 year, 6 months |
| Lemus, Martha | Job Coach | Center | June 19, 2014 | | | To Teach for SAUSD |
| Moreno, Marlene | Site Clerk | Wilson | August 22, 2014 | | | To Teach for SAUSD |
| Penman, Benjamin | Stage Manager | Century | June 30, 2014 | | | Personal - 4 years, 8 months |

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - July 22, 2014

| NAME | POSITION | SITE | EFF. DATE | END DATE | SALARY | COMMENTS |
|--|-----------------------|----------------------|------------------|-----------------|---------------|--------------------------------|
| RESIGNATIONS (Continuation) | | | | | | |
| Prehn, Marilu | Instr. Asst. Computer | Fremont | July 10, 2014 | | | Personal - 3 years, 7 months |
| | Broadway | | | | | |
| | Childcare | | | | | Personal - 11 years, 9 months |
| Soto, Angelica | Head Start Teacher | Center | June 20, 2014 | | | Personal - 12 years, 10 months |
| Telarico, Christopher | Transportation Spvr. | Transportation Dept. | July 11, 2014 | | | Personal - 4 years, 3 months |
| Torres, Rosaura | Site Clerk | Saddleback | June 30, 2014 | | | |
| TERMINATIONS | | | | | | |
| ID# 27161 | Head Start Teacher | Child Dev. | June 18, 2014 | | | Did not pass probation |
| ID# 22128 | Teachers Aide | Child Dev. | June 18, 2014 | | | Did not pass probation |
| MILITARY ABSENCE (3 to 20 duty days) - Paid | | | | | | |
| | Alarm | | | | | |
| Olson, Justin | Monitor/Dispatcher | School Police | May 4, 2014 | May 25, 2014 | | |

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - July 22, 2014

| NAME | POSITION | SITE | EFF. DATE | END DATE | SALARY | COMMENTS |
|--|--|----------------------------|------------------|-------------------|---------------|--------------------|
| FAMILY CARE & MEDICAL LEAVE (3 to 20 duty days) - Paid | | | | | | |
| | Admin. Secretary Supt./Deputy | | | | | |
| Dominguez, Michelle | Superintendent | Supt's Office | June 27, 2014 | July 8, 2014 | | Statutory Leave |
| Lara, Amanda | Head Start Teacher | Child Dev. | June 17, 2014 | June 20, 2014 | | Statutory Leave |
| FAMILY CARE & MEDICAL LEAVE (21 duty days or more) - Paid | | | | | | |
| Pritchett, Jaime | Budget Technician | Budget Dept. Research & | June 13, 2014 | September 1, 2014 | | Statutory Leave |
| Quinoñes, Nancy | Admin. Clerk II | Evaluation | May 15, 2014 | July 14, 2014 | | Correction of date |
| FAMILY CARE & MEDICAL LEAVES/CFRA (California Family Rights Act) (3 to 20 duty days or more) - Paid | | | | | | |
| Chavez, Alejandra | Community Worker Admin. Secretary Supt./Deputy | Mitchell | June 23, 2014 | June 27, 2014 | | Statutory Leave |
| Dominguez, Michelle | Superintendent | Supt's Office | June 16, 2014 | June 20, 2014 | | Statutory Leave |
| Dominguez, Michelle | Superintendent | Supt's Office | June 23, 2014 | June 23, 2014 | | Statutory Leave |
| Garcia, Jenny | Custodian Community and Family Outreach | Bldg. Svcs. | June 19, 2014 | June 27, 2014 | | Statutory Leave |
| Robledo, Ariadna | Liaison | Willard | June 13, 2014 | June 30, 2014 | | Statutory Leave |
| Setiawan, Aufry | Sr. Network Analyst | ITC | July 21, 2014 | August 15, 2014 | | Statutory Leave |

Mark A. McKinney, Associate Superintendent, Human Resources

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - July 22, 2014

| NAME | POSITION | SITE | EFF. DATE | END DATE | SALARY | COMMENTS |
|---|----------------------------------|-----------------------|-------------------|------------------|--------|---|
| FAMILY CARE & MEDICAL LEAVES/CFRA (California Family Rights Act) (3 to 20 duty days or more) - Without Pay | | | | | | |
| | Admin. Secretary Supt./Deputy | | | | | |
| Dominguez, Michelle | Superintendent | Supt's Office | June 24, 2014 | June 26, 2014 | | Statutory Leave |
| FAMILY CARE & MEDICAL LEAVES/CFRA (California Family Rights Act) (21 duty days or more) - Paid | | | | | | |
| Galvan Martinez, Juan | Custodian | Bldg. Svcs. | June 18, 2014 | August 15, 2014 | | Statutory Leave |
| Guerrero, Manuel | Plant Custodian HS | Valley | July 17, 2014 | August 14, 2014 | | Statutory Leave |
| Vu, Peter | Offset Printer | Publications | May 9, 2014 | July 4, 2014 | | Statutory Leave |
| LEAVE (21 duty days or more) - Without Pay | | | | | | |
| | Autism | | | | | |
| Barlow, Desmond | Paraprofessional | Jefferson | September 2, 2014 | December 5, 2014 | | Personal |
| RECLASSIFICATION | | | | | | |
| | | | | | | |
| Cortez, Lisa | Department Specialist | Transition Program | July 1, 2014 | | 28/6 | From Senior Administrative Clerk to Department Specialist |

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - July 22, 2014

| NAME | POSITION | SITE | EFF. DATE | END DATE | SALARY | COMMENTS |
|----------------------------------|-------------------------------|--------------------|-------------------|-----------------|---------------|-----------------|
| PROBATIONARY APPOINTMENTS | | | | | | |
| Garcia, Lucia | Teacher's Aide | ECE | August 29, 2014 | | 10/1 | |
| Luna Alvarez, Evelin | Instr. Asst. Sev. Dis. Alarm | Mitchell | June 11, 2014 | | 20/1 | |
| Nelson, Bobbie | Monitor/Dispatcher | School Police | February 7, 2013 | | 22/1 | |
| | | Child Development | | | | |
| Ngo, Kathleen | Fiscal Assistant I | | July 1, 2014 | | 26/1 | |
| PROMOTIONAL APPOINTMENTS | | | | | | |
| Austin, Josey | Payroll Specialist | Payroll | July 1, 2014 | | 35/6 | |
| | | Nutrition | | | | |
| Escobedo, Lorena | Custodian | Services | July 1, 2014 | | 23/2 | |
| | District Centrex | Human Resources | | | | |
| Ginez, Vanessa | Operator | Resources | July 28, 2014 | | 20/6 | |
| | | Community Day High | | | | |
| Lopez, Diana | Instr. Asst. Sev. Dis. Autism | School | September 2, 2014 | | 20/4 | |
| Lopez, Viviana | Paraprofessional | Spurgeon | September 2, 2014 | | 24/1 | |
| Ocampo, Fidel | Computer Tech. | Spurgeon | September 2, 2014 | | 28/6 | |
| | | Purchasing | | | | |
| Ornelas, Mark | Buyer | Dept. | August 1, 2014 | | 33/5 | |
| | User Service Analyst | Nutrition | | | | |
| Pham, Viet | I | Services | July 23, 2014 | | 48/1 | |

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - July 22, 2014

| NAME | POSITION | SITE | EFF. DATE | END DATE | SALARY | COMMENTS |
|---|--|----------------------|-------------------|-----------------|---------------|-----------------|
| PROMOTIONAL APPOINTMENTS (Continuation) | | | | | | |
| Zuniga-Magno, Oscar | Autism Paraprofessional | Saddleback | September 2, 2014 | | 24/2 | |
| REASSIGNMENTS (Change of work site) | | | | | | |
| Arebalo, Martha | Autism Paraprofessional | Edison Purchasing | September 2, 2014 | | 24/6 | |
| Guillen, Etil | Assistant Buyer | Dept. | August 1, 2014 | | 30/6 | |
| Mercer, Sabrina | SSP Sp. Ed. | Villa | September 2, 2014 | | 19/2 | |
| Nguyen, Hang | Autism Paraprofessional | Roosevelt | September 2, 2014 | | 24/2 | |
| ADJUSTMENT OF WORKING ASSIGNMENTS (Change in Months) | | | | | | |
| Cortez, Bertha | Speech Language Pathology Assistant | | July 1, 2014 | | | |
| Figueroa, Angelica | Speech Language Pathology Assistant | | July 1, 2014 | | | |
| Lopez, Luz | Speech Language Pathology Assistant | | July 1, 2014 | | | |
| Morales, Maria | Speech Language Pathology Assistant | | July 1, 2014 | | | |
| Ontiveros, Josefina | Speech Language Pathology Assistant | | July 1, 2014 | | | |

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - July 22, 2014

| NAME | POSITION | SITE | EFF. DATE | END DATE | SALARY | COMMENTS |
|--|--|-------------------------------|------------------|--------------------|---------------------|-----------------|
| ADJUSTMENT OF WORKING ASSIGNMENTS (Change in Months) - (Continuation) | | | | | | |
| Sandoval, Irma | Speech Language Pathology Assistant | | July 1, 2014 | | | |
| Trandal, Julie | Speech Language Pathology Assistant | | July 1, 2014 | | | |
| TEMPORARY ASSIGNMENTS - Out of Class Compensation | | | | | | |
| Aguilar, Giovanni | Plant Custodian Int. | MacArthur | June 30, 2014 | July 3, 2014 | 32/4 40/5 + | |
| Ashbaugh, Timothy | School Police Officer | School Police | July 12, 2014 | July 31, 2014 | Graveyard 40/6 + | |
| Benz, Michael | School Police Officer | School Police | July 1, 2014 | July 12, 2014 | Graveyard 40/6 + | |
| Chambers, Dermont | School Police Officer | School Police | July 1, 2014 | July 12, 2014 | Graveyard 46/5 + | |
| Chesmore, Brian | Supervisor/Sergeant Community and Family Outreach | School Police | July 12, 2014 | August 19, 2014 | Graveyard | |
| Diaz, Jaime | Liaison | Willard | June 17, 2014 | June 30, 2014 | 36/1 | |
| Escobedo, Angel | Sr. Groundskeeper | Bldg. Svcs. Transportation | July 1, 2014 | July 31, 2014 | 30/5 | |
| Garrow, Debra | Transportation Spvr. | Dept. | July 14, 2014 | September 30, 2014 | 44/3 | |
| Hernandez, Alvaro | Plant Custodian Elem. | Bldg. Svcs. | June 12, 2014 | June 27, 2014 | 28/5 40/6 + | |
| Johnson, Michael | School Police Officer | School Police | July 1, 2014 | July 12, 2014 | Graveyard | |

Mark A. McKinney, Associate Superintendent, Human Resources

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - July 22, 2014

| NAME | POSITION | SITE | EFF. DATE | END DATE | SALARY | COMMENTS |
|---|-----------------------|---------------|------------------|--------------------|---------------|-----------------|
| TEMPORARY ASSIGNMENTS - Out of Class Compensation (Continuation) | | | | | | |
| Lopez, Rick | School Police Officer | School Police | July 12, 2014 | July 31, 2014 | 40/6 + | Graveyard |
| | | Nutrition | | | | |
| Mejia, Damacio | Storekeeper | Services | July 1, 2014 | June 30, 2015 | 28/6 | |
| Menera, Fernando | Plant Custodian Int. | Villa | May 12, 2014 | June 6, 2014 | 32/6 | |
| | ROP Operations | | | | | |
| Nguyen, Ha | Specialist | ROP | July 1, 2014 | August 31, 2014 | 40/5 | |
| Perez, Juan | Plant Custodian HS | Santa Ana | May 1, 2014 | May 30, 2014 | 35/2 | |
| Perez, Juan | Plant Custodian HS | Santa Ana | July 1, 2014 | July 31, 2014 | 35/2 | |
| | User Services | Nutrition | | | | |
| Pham, Viet | Analyst II | Services | June 2, 2014 | July 22, 2014 | 51/1 | |
| Pulido, Daniel | Plant Custodian Int. | Lathrop | June 16, 2014 | June 20, 2014 | 32/3 | |
| Sanchez, Eva | Budget Technician | Budget Dept. | July 1, 2014 | September 30, 2014 | 39/4 | |
| Singer, Brian | School Police Officer | School Police | July 1, 2014 | July 31, 2014 | 40/2 | |
| | | Nutrition | | | | |
| Valencia-Lopez, Karina | Sr. Fd. Svc. Wkr. | Services | June 2, 2014 | June 19, 2014 | 13/6 | |
| SALARY ADJUSTMENT | | | | | | |
| | | | | | | |
| | Alarm | | | | | |
| Nelson, Bobbie | Monitor/Dispatcher | School Police | May 14, 2013 | | 22/6 | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - July 22, 2014

| NAME | POSITION | SITE | EFF. DATE | END DATE | SALARY | COMMENTS |
|-------------------------------|-----------------------|--------------|-------------------|-----------------|---------------|-----------------|
| EXTRA DUTY | | | | | | |
| Castro, Tanjay | Physical Therapist | Speech Dept. | July 1, 2014 | August 1, 2014 | 53/6 | |
| Cazales, Elias | Assistive Tech. Spec. | Special Ed. | July 1, 2014 | August 1, 2014 | 40/6 | |
| Flores, Myrna | Sr. Admin. Clerk | Workability | July 1, 2014 | June 30, 2015 | 24/6 | |
| Guibert, Clemencia | Bilingual Technician | Special Ed. | July 1, 2014 | August 1, 2014 | 28/6 | |
| | Occupational | | | | | |
| Johnson, Charlotte | Therapist | Speech Dept. | July 1, 2014 | August 1, 2014 | 56/6 | |
| Pulido, Rocio | Bilingual Technician | Mitchell | July 1, 2014 | August 1, 2014 | 28/6 | |
| Salas, Martha | Bilingual Technician | Mitchell | July 1, 2014 | August 1, 2014 | 30/6 | |
| | Occupational | | | | | |
| Stieglitz, Emily | Therapist | Speech Dept. | July 1, 2014 | August 1, 2014 | 56/6 | |
| ACTIVITY SUPERVISORS | | | | | | |
| Martinez, Yaremi | Activity Supervisor | Heninger | September 2, 2014 | | 10/1 | |
| Reyes, Elizabeth | Activity Supervisor | Kennedy | September 2, 2014 | | 10/1 | |
| SHORT TERM ASSIGNMENTS | | | | | | |
| Gonzalez, Lucila | Admin. Clerk II | Special Ed. | June 23, 2014 | June 27, 2014 | 20/6 + Bil. | |
| Grubbs, Juanita | Clerical | ECE | July 7, 2014 | July 31, 2014 | 26/6 + Bil. | |
| Perez, Jessica | Clerical | Ed. Svcs. | July 1, 2014 | August 14, 2014 | 24/4 | |
| Todd, Aurelia | Library Media Tech. | Villa | August 18, 2014 | August 22, 2014 | 25/6 | |

**AGENDA ITEMS REQUESTS
CLASSIFIED
2014-15 School Year**

| TITLE OF ACTIVITY | SITE | FUNDING | NOT TO EXCEED | EFFECTIVE |
|---|---------------------------|---------------------|----------------------|----------------------------|
| Activity Supervisors - Child Care | Garfield | Title I | | \$1,000 September 2, 2014 |
| Activity Supervisors - Child Care | Lathrop | Title J | | \$500 August 25, 2014 |
| Activity Supervisors - Extra Duty | McFadden | Title I | | \$1,000 September 2, 2014 |
| AVID Tutors | Carr | Avid | | \$3,000 September 2, 2014 |
| AVID Tutors | Lathrop | LCAP | | \$28,000 September 2, 2014 |
| AVID Tutors | Villa | Unrestricted | | \$25,000 September 2, 2014 |
| Bilingual Instructional Assistant | Romero-Cruz | Title I | | \$300 September 2, 2014 |
| BTSA Induction Workshops/Trainings | BTSA Induction Program | BTSA | | \$10,000 July 23, 2014 |
| Child Care | Carver | Title I | | \$500 September 2, 2014 |
| Child Care | Romero-Cruz | Title I | | \$500 September 2, 2014 |
| Child Care | Sepulveda | Title I | | \$500 September 2, 2014 |
| Child Care | Wilson | Title I | | \$300 August 1, 2014 |
| Child Care for Parent Meetings and Workshops | Carr | Title I | | \$2,000 August 1, 2014 |
| Child Care During Parent Workshops | Fremont | Title I | | \$600 September 2, 2014 |
| Child Care for Parent Involvement | Valley | Title I | | \$1,816 July 23, 2014 |
| California Signature Program 3 (CSP 3) | Early Childhood Education | CSP 3 | | \$2,000 July 23, 2014 |
| California Signature Program 3 (CSP 3) | Early Childhood Education | CSP 3 | | \$2,000 July 23, 2014 |
| California Signature Program 3 (CSP 3) | Early Childhood Education | CSP 3 | | \$2,000 July 23, 2014 |
| California Signature Program 3 (CSP 3) | Early Childhood Education | CSP 3 | | \$2,000 July 23, 2014 |
| Classified Extra Duty Assignments | Wilson | General Funds | | \$8,000 August 1, 2014 |
| Classified Extra Duty Assignments | Wilson | Site Discretionary | | \$600 August 1, 2014 |
| Classified Extra Duty - Clerical (Ratification) | Sierra | Title I | | \$3,900 July 1, 2014 |
| Clerical/Saturday School | Jackson | Site Discretionary | | \$6,000 August 15, 2014 |
| Clerical Support | Middle College | General Funds - | | |
| Custodian School Activities | Jackson | Office Salary/Extra | | \$1,000 September 28, 2014 |
| District Interpreter/Translator | Superintendent's Office | General Funds | | \$3,000 August 4, 2014 |
| | Board of Education | Board of Education | | \$2,217 July 23, 2014 |

**AGENDA ITEMS REQUESTS
CLASSIFIED
2014-15 School Year**

| TITLE OF ACTIVITY | SITE | FUNDING | NOT TO EXCEED | EFFECTIVE |
|--|----------------------------|---------------------|----------------------|-------------------|
| District Safety Officer - Longevity Employee | Human Resources | Human Resources | \$500 | June 12, 2014 |
| Recognition Extra Duty Compensation (Ratification) | Garfield | Title I | \$1,000 | July 23, 2014 |
| EL Literacy Support | Mendez | General Funds | \$4,000 | August 1, 2014 |
| Extra Duties - Clerical | Mendez | General Funds | \$1,000 | August 1, 2014 |
| Extra Duties - Computer Technician | Mendez | General Funds | \$500 | August 1, 2014 |
| Extra Duties - Library Media Technician | Carr | Title I | \$1,000 | August 1, 2014 |
| Extra Duty | Villa | General Funds | \$3,000 | August 1, 2014 |
| Extra Duty Assignment for Classified Staff | Kennedy | Site Discretionary | \$1,617 | September 2, 2014 |
| Extra Duty/Instructional Assistant - Computer Technician | King | Title I | \$2,000 | August 18, 2014 |
| Extra Duty - Teacher/Student Assistance | Sepulveda | Title I | \$1,000 | August 20, 2014 |
| Extra Duty - Translation | Sepulveda | Site Discretionary | \$500 | September 2, 2014 |
| Extra Duty - Tutoring | Sepulveda | Title I | \$4,000 | September 2, 2014 |
| I.A./SSP Translations Services | Edison | Site Discretionary | \$2,000 | August 1, 2014 |
| Interpreter/Translator | Jackson | Site Discretionary | \$6,000 | September 2, 2014 |
| Instructional Assistants Extra Duty | Lathrop | Title I | \$1,000 | August 25, 2014 |
| Jaguar Aquatics Camp (Ratification) | Segerstrom | ASB Account | \$6,400 | July 1, 2014 |
| | General | | | |
| | Library/Media | | | |
| Library Technician Program Verification Support | Godinez | Office Salaries | \$1,500 | August 14, 2014 |
| Library Tutoring Before/After School | Mendez | Title I | \$3,500 | September 2, 2014 |
| | McKinney-Vento | | | |
| | Homeless Education | | | |
| McKinney-Vento Services | Center Street Site - Pupil | Title X Part A Set- | \$5,000 | September 2, 2014 |
| Office Duties (Ratification) | Support Services | Aside Budget | \$2,000 | July 1, 2014 |
| Office Extra Duty | Edison | General Funds | \$1,500 | September 1, 2014 |
| | Heroes | Site Discretionary | \$1,500 | September 1, 2014 |

**AGENDA ITEMS REQUESTS
CLASSIFIED
2014-15 School Year**

| TITLE OF ACTIVITY | SITE | FUNDING | NOT TO EXCEED | EFFECTIVE |
|---|--------------------------------|--------------------------|----------------------|-------------------|
| Orientation | Spurgeon | General Funds | \$2,000 | August 1, 2014 |
| Orientation | Spurgeon | General Funds | \$2,000 | August 1, 2014 |
| Parent Conference Translators | Carver | Site Discretionary | \$1,500 | September 2, 2014 |
| Parent Teacher Communication Support | McFadden | General Funds | \$9,000 | August 1, 2014 |
| Parent Teacher Communication Support II | McFadden | Title I | \$4,000 | August 1, 2014 |
| Preschool Assessment | Mitchell | Special Education | \$4,000 | August 25, 2014 |
| Program Verification Week | Century | General Funds | \$3,500 | August 13, 2014 |
| School Wide Events | MacArthur | Title I | \$4,000 | August 27, 2014 |
| School Wide Events | McFadden | General Funds | \$5,000 | August 1, 2014 |
| School Wide Events/Child Care | Heroes | Site Discretionary | \$700 | September 2, 2014 |
| School Wide Events (DSO) | Carr | General Funds | \$3,000 | September 1, 2014 |
| School Wide Events (Instructional Assistant) | Carr | Title I | \$6,000 | August 1, 2014 |
| School Wide Events (Office Staff) | Carr | Title I | \$6,000 | August 1, 2014 |
| Student Achievement Monitoring/Differentiated Instruction AR | Thorpe | Gift Donations | \$3,458 | September 2, 2014 |
| Student Achievement Monitoring/Differentiated Instruction ST Math | Thorpe | Gift Donations | \$1,716 | September 2, 2014 |
| Student After School Instructional Provider | Saddleback | Unrestricted | \$46,500 | September 2, 2014 |
| Student Support Paraprofessional Translation | Fremont | Site Discretionary | \$600 | September 2, 2014 |
| Summer Enrichment Program (Ratification) | Santa Ana | Title I - CORE | \$34,000 | July 1, 2014 |
| Summer Work Project | Technology Innovation Services | Maintenance - Extra Duty | \$67,200 | July 23, 2014 |
| Supervision of Students During Tutoring Before and After School and Parent Meetings/Workshops | Edison | Title I | \$3,000 | August 15, 2014 |
| Targeted Intervention - Parent/Student Orientations | Lathrop | Title I | \$7,000 | July 23, 2014 |
| Technology Implementation | Segerstrom | General Funds | \$1,500 | July 23, 2014 |
| Technology/Media Support | Lathrop | Title I | \$6,000 | August 25, 2014 |
| Technology Support | Jackson | Title I | \$2,000 | August 15, 2014 |

AGENDA ITEM BACKUP SHEET

July 22, 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 - July 22, 2014

| School: | Gift: | Amount: | Donor: | Used for: |
|-----------------------------|-------|---------|--|--|
| Garfield Elementary | | \$773 | Lifetouch National School Studio Ms. Cathy Becher Chatsworth | Field trips and incentives |
| Greenville Fundamental | | \$9,900 | Greenville PFO Mr. John Palacio President Santa Ana | Field trips and instructional supplies |
| Kennedy Elementary | | \$851 | Lifetouch National School Studio Ms. Cathy Becher Irvine | Field trips and instructional supplies |
| Lincoln Elementary | | \$2,000 | Vista Verde Foundation Mr. Jeff Kaufman Irvine | Instructional materials and incentives |
| Madison Elementary | | \$2,933 | Mr. Ted Holcomb Promoter Los Alamitos | Teacher, classified, parent appreciation, student incentives and rewards |
| Martin Elementary | | \$500 | Cypress Premium Funding Mr. Rudy Castro San Juan Capistrano | Instructional supplies |
| Martin Elementary | | \$5,011 | Cannan Presbyterian Church Sr. Pastor Inn Cul Kim Santa Ana | Instructional supplies |
| Martin Elementary | | \$785 | Lifetouch National School Studio Ms. Cathy Becher Irvine | Instructional supplies |
| Martin Elementary | | \$500 | Girl Scout Troop 236 Ms. Laura Ballantine Santa Ana | Instructional supplies |
| Muir Fundamental Elementary | | \$890 | Lifetouch National School Studio Ms. Janet Schmelka Irvine | Instructional supplies |

| School: | Gift: | Amount: | Donor: | Used for: |
|------------------------------------|--|---------|--|--|
| Muir Fundamental Elementary | | \$1571 | Muir PTA Ms. Erica Calvo President Santa Ana | Student planners |
| Muir Fundamental Elementary | | \$1500 | Verizon Foundation Ms. Rose Kirk Tulsa, OK | Instructional supplies |
| Santiago Elementary | | \$114 | United Way Silicon Valley Lordin Chalabi San Jose | Student incentives |
| Santiago Elementary | | \$254 | Chuck-E-Cheese Entertainment Irvine | Student incentives |
| Santiago Elementary | | \$1,114 | Lifetouch National School Studio Ms. Cathy Becher Eden Prairie, MN | Instructional supplies |
| Santiago Elementary | | \$510 | Santiago PTA Mrs. Monique Cadwell President Santa Ana | Student incentives |
| Thorpe Fundamental | | \$1061 | Lifetouch National School Studio Ms. Cathy Becher Irvine | Library books |
| Lathrop Intermediate | | \$672 | General Mills Box Tops for Education Ms. Amy Banken Highland Park | Field trips and t-shirts for Math Club |
| MacArthur Fundamental Intermediate | Scheidmayer - Upright piano | \$5000 | Robin Lewis Newport Beach | Choir |
| Segerstrom High School | Legal size mesh trays, file folders, hanging folders, staplers, calculators, rolling chairs, file cabinets, trash bins | \$1,000 | Pacific Mercantile Bank Mrs. Cristina B. Arroyo Costa Mesa | Instructional and office supplies for Segerstrom staff |

| School: | Gift: | Amount: | Donor: | Used for: |
|------------------------------------|---|------------------|---|---|
| Communica- tions Office | | \$20,600 | The Long Family Foundation on behalf of Guaranty Chevrolet Mr. Bruce Hamlin Claremont | High School Students Perfect Attendance Incentive Program |
| Educational Services | | \$500 | Digital Networks Ms. Sandi Pangallo Aliso Viejo | Refreshments for EdCampOC professional development held at Mendez Fundamental |
| Educational Services | Gift cards | \$40 | Mrs. Alexandra Ito Seal Beach | Raffle for EdCampOC professional development held at Mendez Fundamental |
| Educational Services | Gift cards | \$100 | Office Depot Mr. Jeremy Redman Vertical Market Manager Boca Raton, FL | Raffle for EdCampOC professional development held at Mendez Fundamental |
| Educational Services | 5 gift buckets, 4 Angel baseball tickets, 4 gift cards | \$600 | Waxie Sanitary Supplies Mr. Luis Marquez Santa Ana | Raffle for EdCampOC professional development held at Mendez Fundamental |
| July 22, 2014 donations | | \$58,779 | | |
| 2013 Total donations | \$117,847 | \$176,626 | | |

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 as provided by the donor.

DH:lr

AGENDA ITEM BACKUP SHEET
July 22, 2014

Board Meeting

TITLE: **Conduct a Public Hearing for Charter Petition for Achievement Peaks Academy Charter School**

ITEM: **Public Hearing**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to conduct a public hearing for the charter petition proposing the Achievement Peaks Academy Charter School submitted by Mana 7 Charities, Inc., a California nonprofit public benefit corporation on Friday, May 30, 2014. The charter petition was formally received by the SAUSD Board of Education at its Regular Meeting on Tuesday, June 24, 2014.

In compliance with California Education Code, within 30 days of receipt of the charter petition, the governing board of the school district must hold a public hearing on the provisions of the charter petition in order to provide an opportunity for public comment and demonstration of support for the charter petition.

RATIONALE:

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

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

FUNDING:

Not Applicable

RECOMMENDATION:

Conduct a public hearing at the July 22, 2014 meeting of the Santa Ana Unified School District Board, which may include a brief presentation by representatives of the proposed Achievement Peaks Academy Charter School.

SP:mm

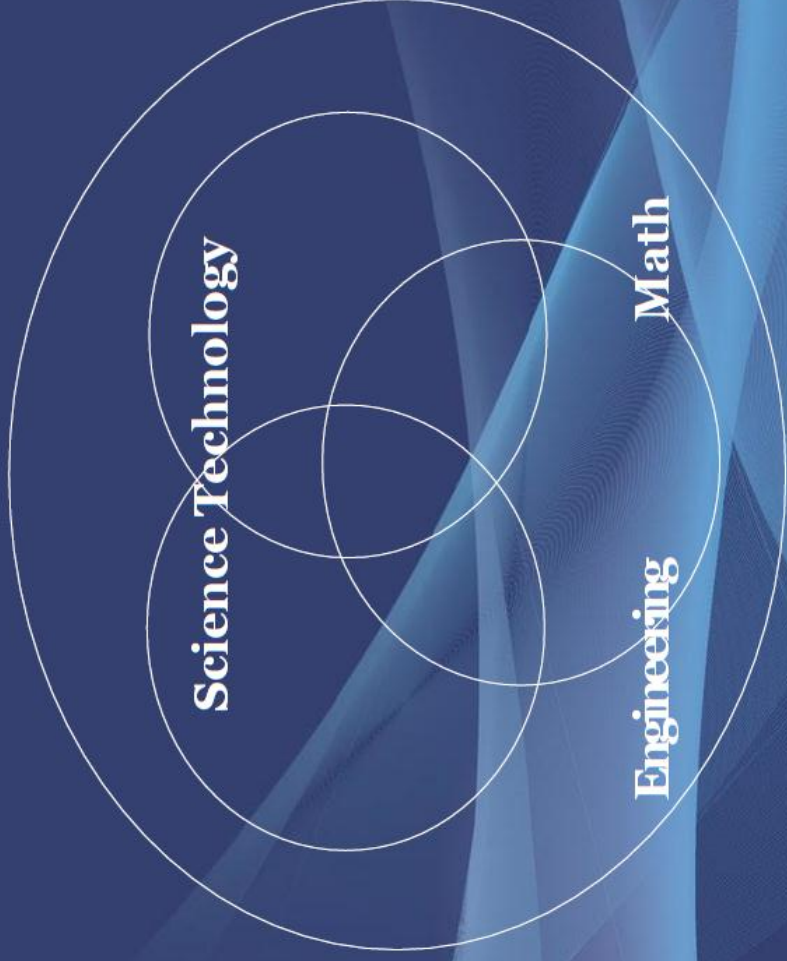
Integrating STEM Into The K-6 Curriculum

**Presented:
Achievement Peaks Schools**

***Nephi B. Aiono, Chief Executive Officer
Angela Hansen, Foundation Board President
Emily Gremillion, Founding Board Member***

What is STEM?

What is STEM?



STEM

- Science - understanding the natural world
- Technology-the human-made world; things people make and do to meet their needs and wants. (ITTEEA, 2002)
- Engineering-applying knowledge of Science, math and human behaviors to satisfying human needs and wants.
- Math - the universal language and way of thinking for our world

STEM Literacy

- ❖ Ability to identify questions and problems in real life scenarios and situations
- ❖ Ability to explain the natural and designed world
- ❖ Ability to draw evidence-based conclusions about STEM-related issues
- ❖ Understand human knowledge, inquiry, and design
- ❖ Awareness of how STEM disciplines shape our material, intellectual, and cultural environments
- ❖ Willingness to engage in STEM-related issues as a constructive, concerned and reflective citizens.

Who said this?

- **Everybody in this room understands that our nation's success depends on strengthening America's role as the world's engine of discovery and innovation. And that leadership tomorrow depends on how we educate our students today— especially in science, technology, engineering, and math.”**



- **President Obama to a gathering of CEOs, scientists, teachers, and others. September 16, 2010**

STEM is where the jobs are

**STEM jobs will grow by 17% over the next 10 years
compared to 9.8% for non-STEM positions**

-U.S. Commerce Department, 2011

STEM workers can expect higher salaries

People in STEM fields can expect to earn 26% more money on average and be less likely to experience job loss.

-U.S. Commerce Department, 2011

The U.S. is failing to produce enough skilled STEM workers

The U.S. ranked sixth among 40 countries based on
16 indicators of innovation and competitiveness

-Information Technology Foundation, 2011

The U.S. is failing to produce enough skilled STEM workers

The U.S. ranked sixth among 40 countries based on
16 indicators of innovation and competitiveness

-Information Technology Foundation, 2011

7 Skills Students Need for the Future

- I. Critical Thinking and Problem Solving
- II. Collaboration across networks and leading by influence
- III. Agility and adaptability
- IV. Initiative and entrepreneurialism
- V. Effective oral and written communication
- VI. Accessing and analyzing information
- VII. Curiosity and imagination

Attributes of a STEM Student

- ❖ Problem Solver
- ❖ Innovators
- ❖ Inventors
- ❖ Self-reliant
- ❖ Logical Thinkers

2010 Report to the United States President

- Minorities are severely underrepresented in STEM Fields
- STEM education lacking in underrepresented groups
- Achievement gap amongst the underrepresented groups continues to widen
- A call for 1000 STEM Schools

AGENDA ITEM BACKUP SHEET
July 22, 2014

Board Meeting

TITLE: 40 Developmental Assets Program

ITEM: Presentation

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

PREPARED BY: Nuria Solis, Director, English Learners and Student Achievement Department

BACKGROUND INFORMATION:

The purpose of this agenda is to provide the Board with information regarding the 40 Developmental Assets Program.

RATIONALE:

The 40 Developmental Assets is a parent education program based on research conducted by the Search Institute in Minneapolis in the 90s. The research identified the building blocks of healthy development that help young people grow up healthy, caring, and responsible.

FUNDING:

Not Applicable

RECOMMENDATION:

For informational purposes.



40 Developmental Assets

July 22, 2014

David Haglund, Ed.D.

Deputy Superintendent, Educational Services

Nuria Solis

Director, English Learner Programs and Student Achievement

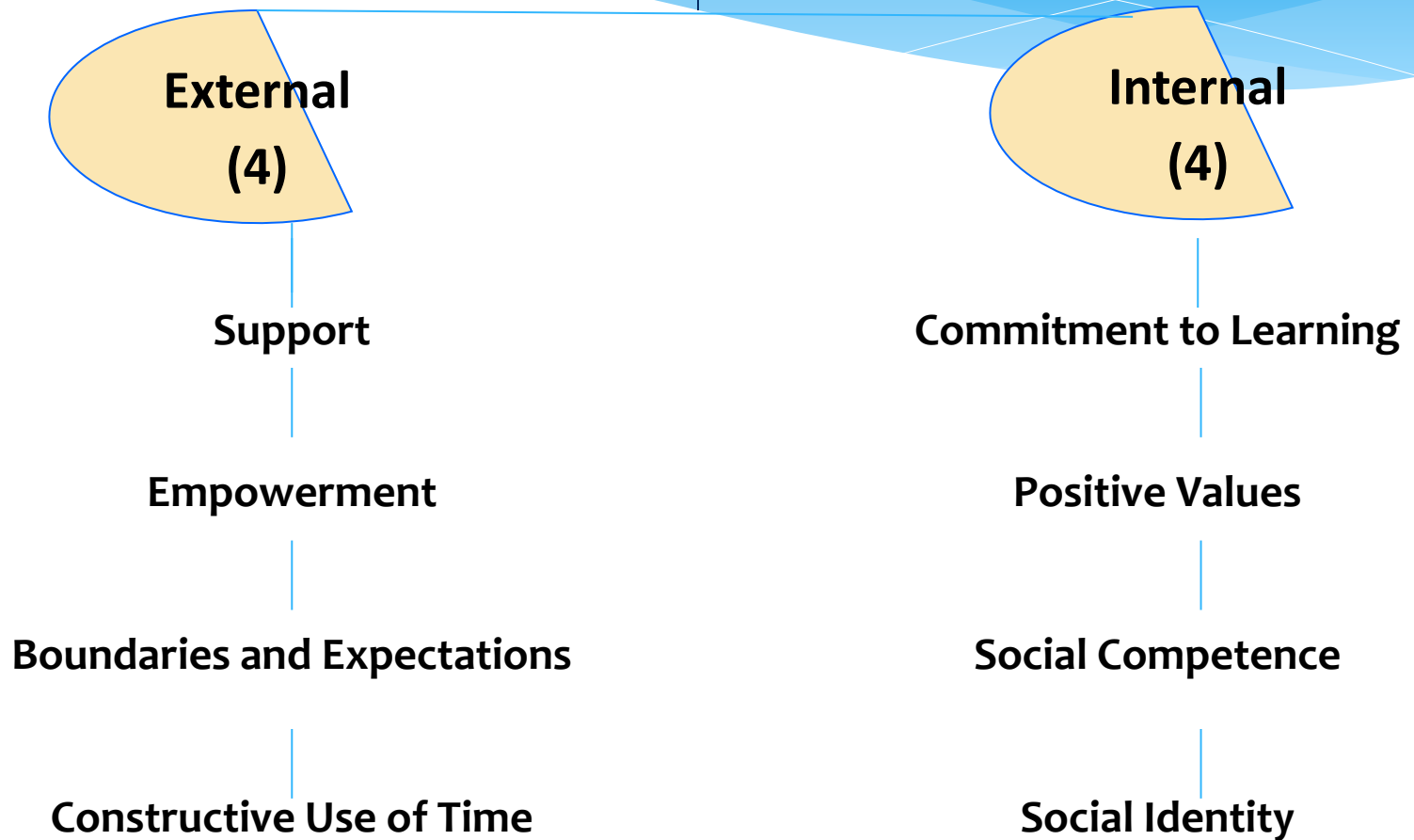
Patricia Gomez

Coordinator, Parent, Family and Community

40 Developmental Assets Background

- A parent training program based on the 40 Developmental Assets framework
- Resulted from extensive research by the SEARCH Institute
- Based on the strengths of young people, the more assets young people have, the less likely they are to engage in risky behaviors.
- Divided in eight categories: four external and four internal

40 Developmental Assets



EXTERNAL

Support

- Family Support
- Positive Family Communication
- Other Adult relationships
- Caring Neighborhood
- Caring School Climate
- Parent involvement in school

Empowerment

- Community Values Youth
- Youth as Resources
- Service to Others
- Safety

Boundaries and Expectations

- Family Boundaries
- School Boundaries
- Neighborhood Boundaries
- Adult Role Models
- Positive Peer Influence
- High Expectations

Constructive Use of Time

- Creative Activities
- Youth Programs
- Time at Home

INTERNAL

COMITMENT TO LEARNING

- Achievement Motivation
- School Engagement
- Homework
- Bonding to School
- Reading for Pleasure

POSITIVE VALUES

- Caring
- Equality and Social Justice
- Integrity
- Honesty
- Responsibility
- Restraint

SOCIAL COMPETENCE

- Planning and Decision Making:
- Interpersonal Competence
- Cultural Competence
- Resistance Skills
- Peaceful Conflict Resolution

POSITIVE IDENTITY

- Personal Power
- Self-Esteem
- Sense of Purpose
- Positive View of Personal Future

IMPLEMENTATION TIMELINE

- 2010-11** ■ Mike Haley from Focus on the Family initiates the Santa Ana Parent Project pilot with the following schools King, Monroe, Lowell, Carver, Romero-Cruz Martin, and Pio Pico . The curriculum written for this project is based on the 40 Developmental Assets created by the SEARCH Institute.
- Parent Leaders are trained to implement the program at their sites.
- 2011-12** ■ Clay Roberts and Associates trains administrators and teachers from the following schools:
- SAUSD Parent Coordinator provides training to parent facilitators
- 2012-13** ■ Parent facilitators implement the program at seven Elementary schools, three Intermediate schools, and three High Schools:

Fremont
Lincoln
Remington

Sepulveda
Roosevelt
Monroe 6
King

Sierra Prep
Mendez
Willard

Century
Santa Ana HS
Saddleback

Implementation Timeline

Continue...

- 2013-14
- Curriculum changes from “Parent Project” to “Raising Highly Capable Kids”
 - 51 parent facilitators participated in the training of the new curriculum.



SPURGEON



WILSON



VILLA

Juana Nuñez



MENDEZ



FRANKLIN



INSERT VIDEO CLIP HERE

Juana



INSERT VIDEO CLIP HERE Principal Rodriguez



INSERT VIDEO CLIP HERE

Principal Irving

Implementation Timeline

Continue...

| | | | |
|---------|--|-----------------------------|--------------------------------|
| 2013-14 | Franklin Lincoln Martin Monroe Wilson Santiago Muir | Villa Mendez Spurgeon | Middle College Lorin Griset |
| 2011-14 | <ul style="list-style-type: none">■ 162 parents have been trained as facilitators.■ 1,698 parents have participated in the program. | | |

FUNDING

- Focus on the Family continues to support with training and materials.
- Santa Ana Parent Project a non-profit faith based organization supports the implementation
- Principals interested in presenting the program at their schools, will recruit and train parent facilitators.
- Parent facilitators have volunteered their time to present the 13 week program.

NEXT STEPS

- Provide support to schools implementing the program in 2014-15
- Provide a Pre-Facilitator Training in September 2014
- Training of Trainers, October 2014
 - * Level II Facilitator Training – October 2014

AGENDA ITEM BACKUP SHEET
July 22, 2014

Board Meeting

TITLE: **End-of-Year Update: Creating an Attendance-Going Culture of Success**

ITEM: **Presentation**

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 present to the Board an end-of-the year update on Attendance. The Board will be provided data in the form of graphs and outcomes from the 2013-14 school year will be highlighted.

RATIONALE:

This presentation will be provided to keep the Board apprised of the students' attendance patterns.

FUNDING:

Not Applicable

RECOMMENDATION:

Presented for information.

End of Year Update: SAUSD's Culture of Attendance

Student Data

August 2013 to June 2014

Sonia Rodarte Llamas, Ed.D., L.C.S.W

Director, School Climate

Doreen Lohnes, Assistant Superintendent, Support Services

Parent Communication for Student Absences

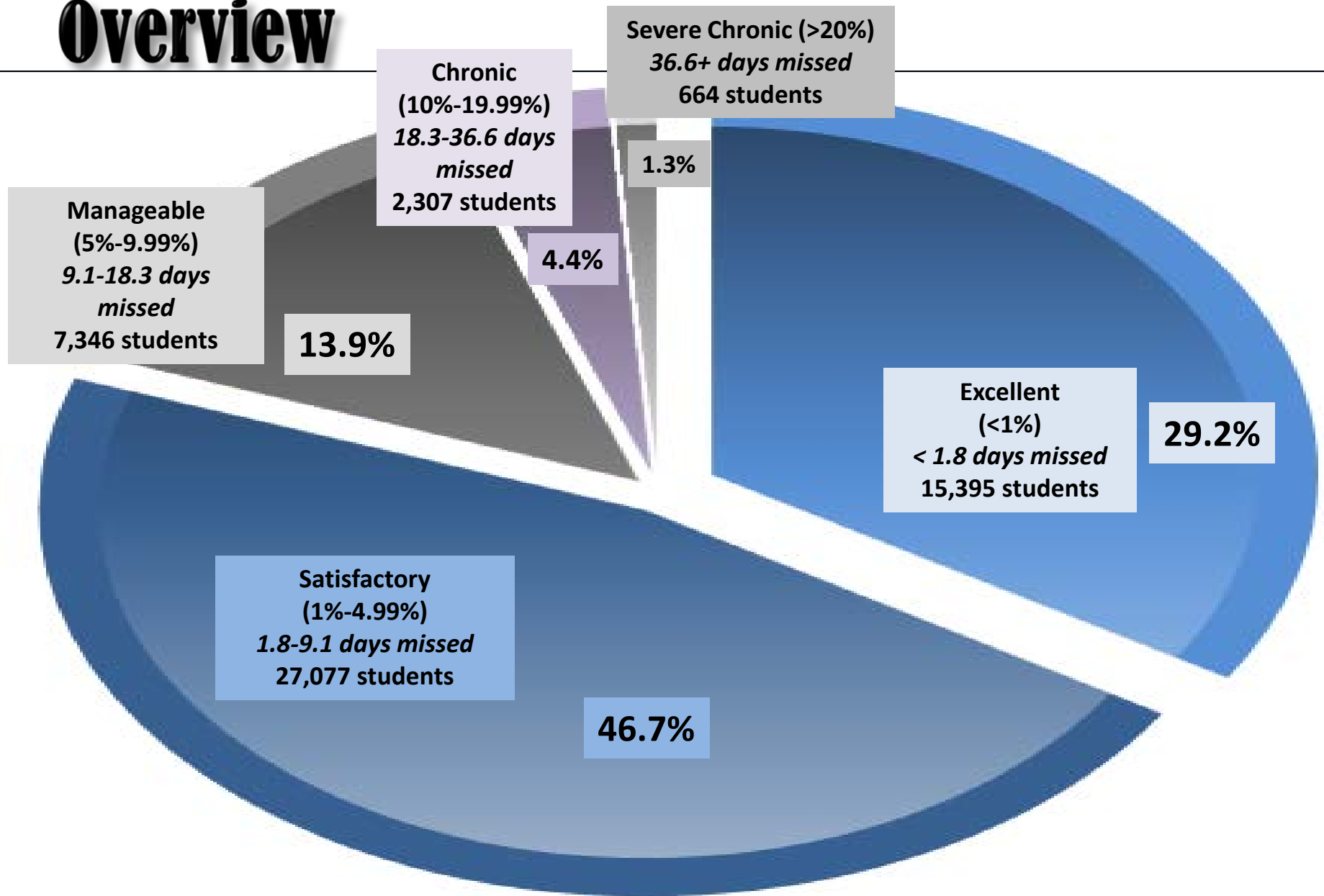
**38,274 Parent Communication pieces
(average weekly letter run: 1,418)**

| | |
|--------|--|
| 7,086 | Initial Truancy Notifications (Habitual Truant) |
| 2,643 | Second Truancy Notifications |
| 1,552 | Final Truancy Notifications |
| 15,398 | Excessive Excused Absence Notifications L1 |
| 6,050 | Excessive Excused Absence Notifications L2 |
| 5,545 | Conference Notifications |

ATTENDANCE OUTCOMES

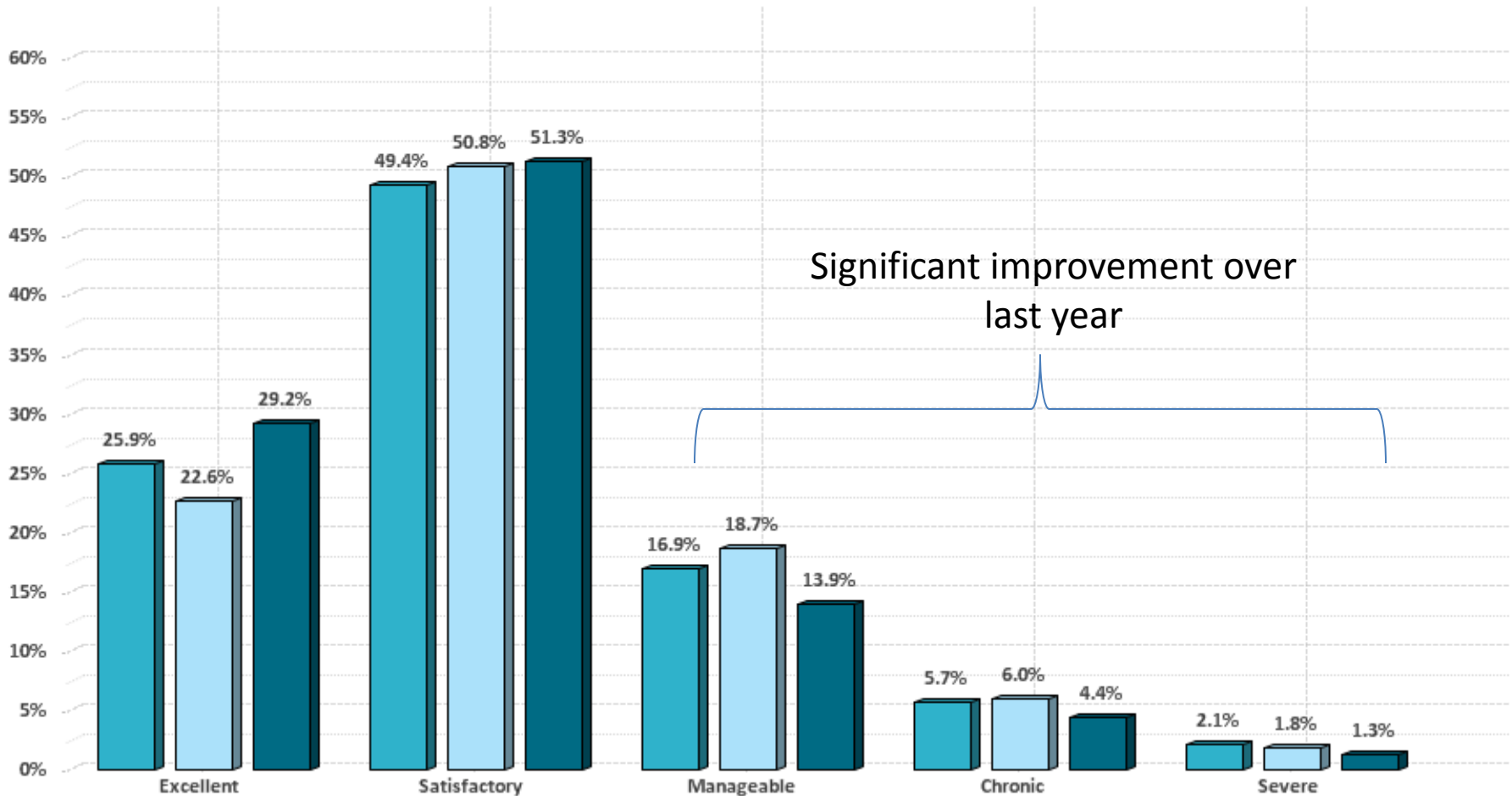
- **96.5% Attendance Rate**
- **80.5 % of our students =
Excellent and Satisfactory
Attendance State Criteria**

Overview



- 80.46% (42,472) of our students fall in the Excellent and Satisfactory groups.
- 19.54% (10,317) of our students have missed more than 9.1 days of school.

Total Absence Summary Year-Over-Year



- We are **seeing improvement over last year** across all categories
- There are still **things we can do to continue** improving these results so we don't plateau

Suppression Rate

- The rate at which schools prevent or do not send letters to parents
- To ensure fidelity, school suppression rates are monitored at Pupil Support Services.

Suppression Rates: Elementary Sites

Typical Range is 4%-7%

Sites with 0% Suppression Rates (28)

| |
|---|
| Davis Elementary (1 / 281 letters) |
| Washington Elementary (2 / 623 letters) |
| Heroes Elementary (1 / 382 letters) |
| Roosevelt Elementary (1 / 465 letters) |
| Greenville Fundamental Elementary (1 / 546 letters) |
| Taft Elementary (1 / 571 letters) |
| Adams Elementary (0 / 177 letters) |
| Carver Elementary (0 / 390 letters) |
| Diamond Elementary (0 / 202 letters) |
| Dr. Martin Luther King Jr. Elementary (0 / 385 letters) |
| Franklin Elementary (0 / 299 letters) |
| Garfield Elementary (0 / 371 letters) |
| Harvey Elementary (0 / 278 letters) |
| Heninger Elementary (0 / 573 letters) |
| Hoover Elementary (0 / 276 letters) |
| Jackson Elementary (0 / 766 letters) |
| Jefferson Elementary (0 / 506 letters) |
| Lincoln Elementary (0 / 579 letters) |
| Lowell Elementary (0 / 376 letters) |
| Madison Elementary (0 / 467 letters) |
| Manuel Esqueda Elementary (0 / 667 letters) |
| Monte Vista Elementary (0 / 330 letters) |
| Pio Pico Elementary (0 / 313 letters) |
| Remington Elementary (0 / 185 letters) |
| Santiago Elementary (0 / 755 letters) |
| Sepulveda Elementary (0 / 269 letters) |
| Walker Elementary (0 / 319 letters) |
| Wilson Elementary (0 / 427 letters) |

Sites with 0%-4% Suppression Rates (6)

| | |
|---|------|
| John Muir Fundamental Elementary (22 / 597 letters) | 3.7% |
| Martin Elementary (8 / 383 letters) | 2.1% |
| Edison Elementary (4 / 358 letters) | 1.1% |
| Kennedy Elementary (4 / 380 letters) | 1.1% |
| Romero-Cruz Elementary (1 / 112 letters) | 0.9% |
| Fremont Elementary (3 / 415 letters) | 0.7% |

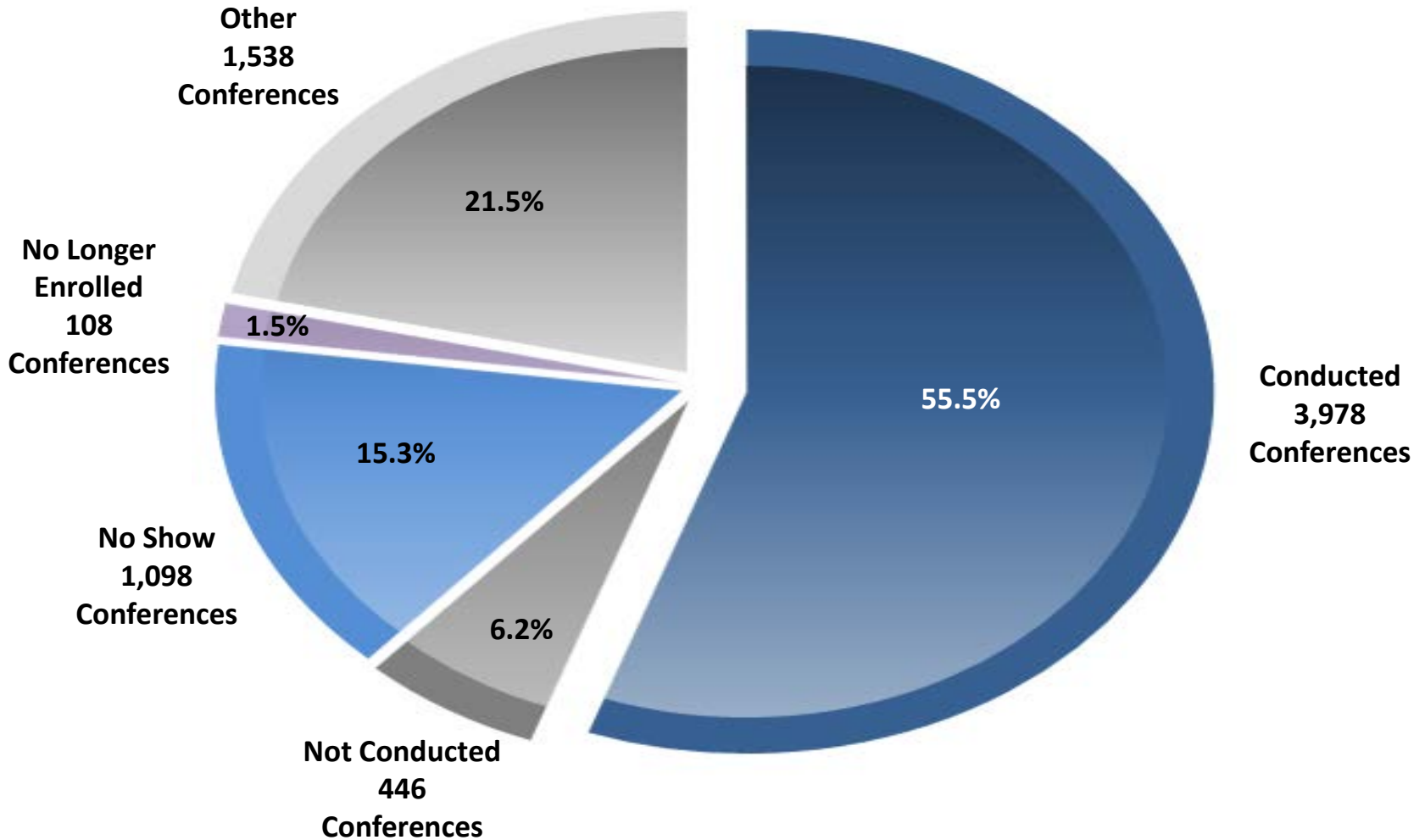
Sites above 4% Suppression Rates (2)

| | |
|--|-------|
| Jim Thorpe Fundamental (306 / 378 letters) | 81.0% |
| Monroe Elementary (14 / 276 letters) | 5.1% |

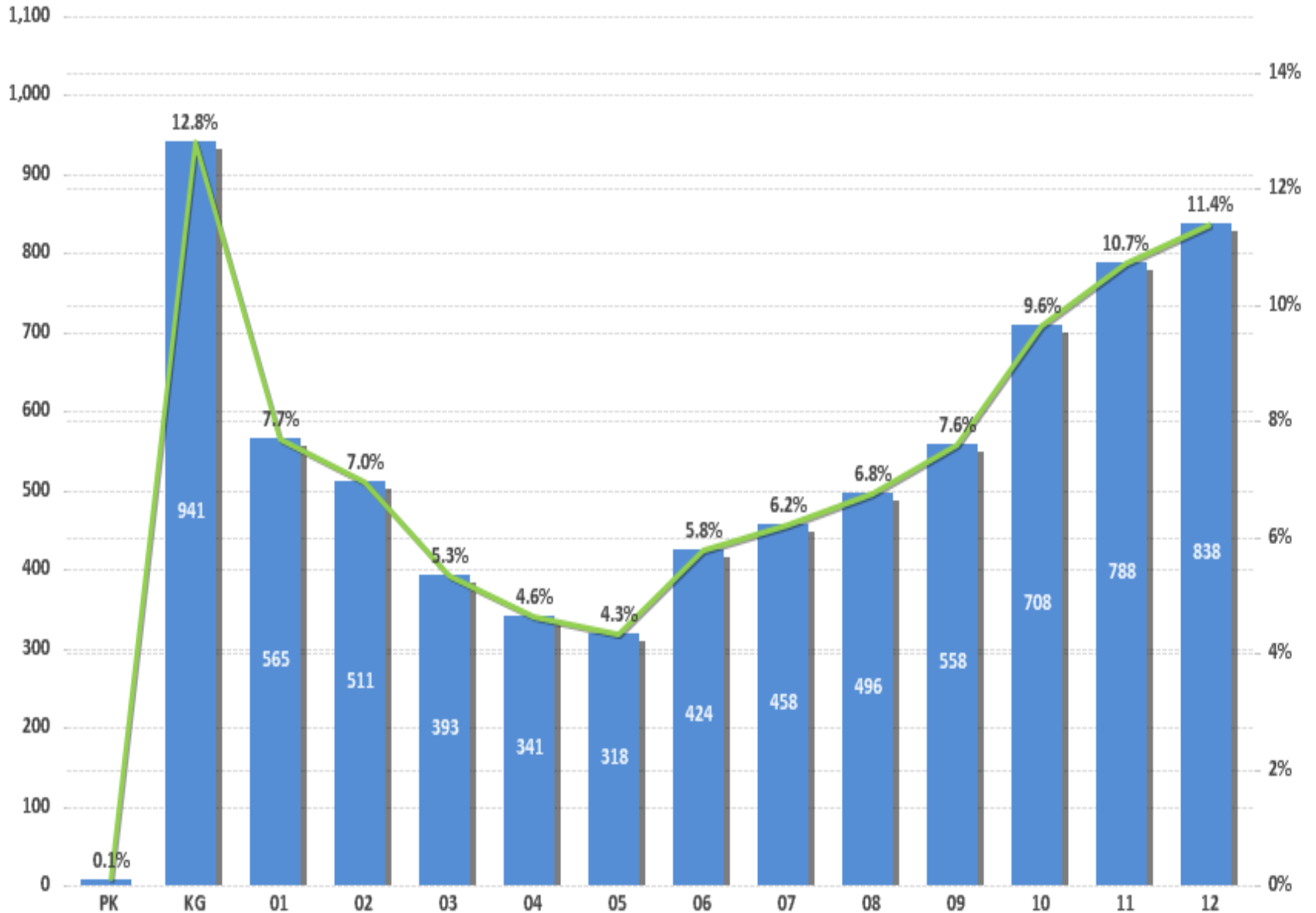
Suppression Rates - Secondary

| Sites with 0% Suppression Rates (15) | Sites with 0%-4% Suppression Rates (4) | Sites above 4% Suppression Rates (0) |
|--|--|--|
| Sierra Preparatory Academy (2 / 458 letters) | Carr Intermediate (18 / 864 letters) | 2.1% |
| Willard Intermediate (2 / 609 letters) | Century High (18 / 1,269 letters) | 1.4% |
| MacArthur Fundamental Intermediate (1 / 382 letters) | Saddleback High (14 / 2,201 letters) | 0.6% |
| Valley High (7 / 3,793 letters) | Seegerstrom High (10 / 1,623 letters) | 0.6% |
| Cesar E. Chavez High (0 / 428 letters) | | |
| Community Day High (0 / 270 letters) | | |
| Hector G. Godinez (0 / 1,491 letters) | | |
| Lathrop Intermediate (0 / 452 letters) | | |
| Lorin Grisct Academy (0 / 652 letters) | | |
| McFadden Intermediate (0 / 735 letters) | | |
| Mendez Fundamental Intermediate (0 / 81 letters) | | |
| Middle College High (0 / 29 letters) | | |
| Santa Ana High (0 / 3,250 letters) | | |
| Spurgeon Intermediate (0 / 641 letters) | | |
| Villa Fundamental Intermediate (0 / 265 letters) | | |

Conferences: Closed Reason



Manageable Group by Grade (2013-14 EOY)



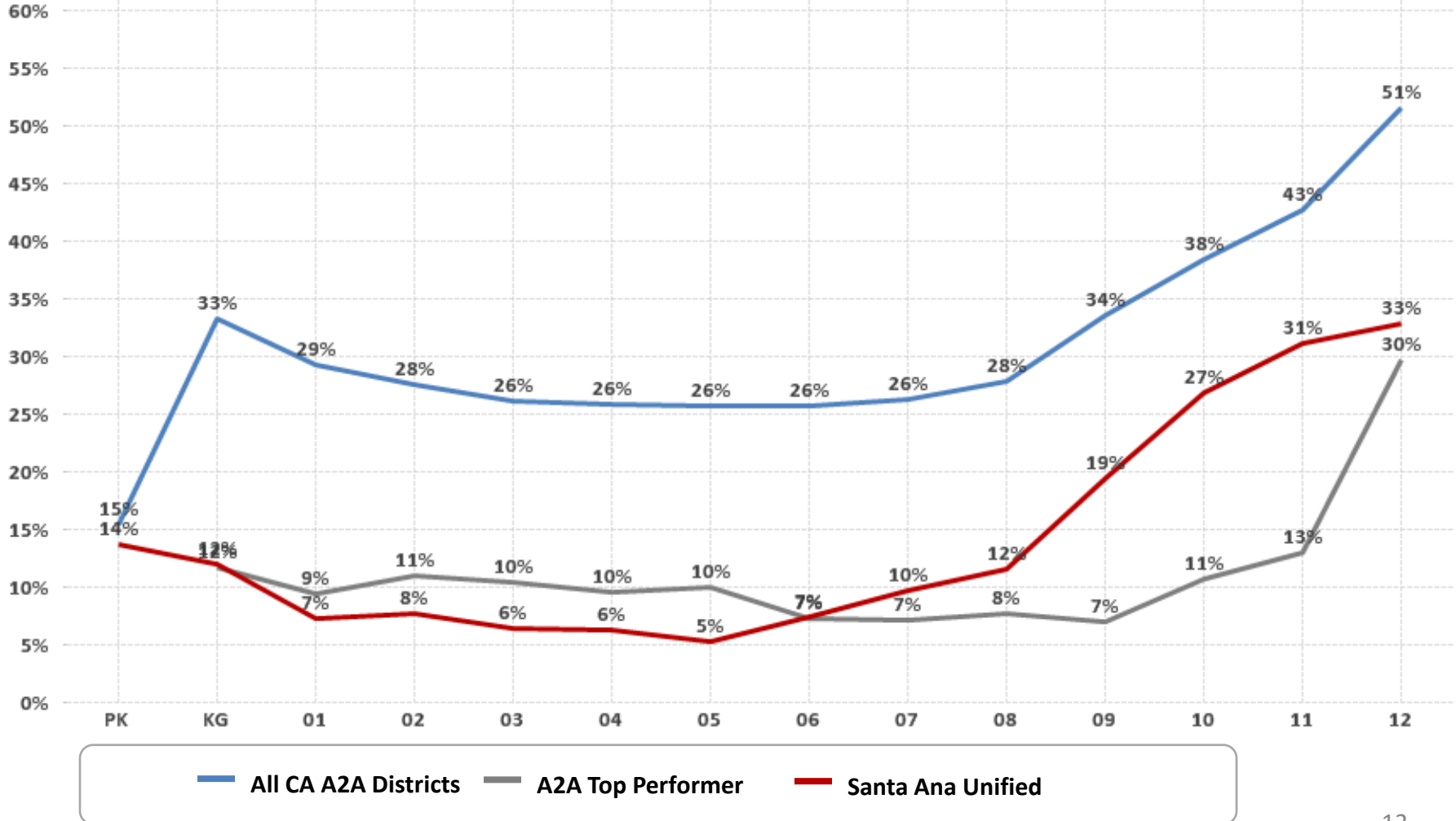
Attendance Definitions

- **Truant** - A student who has three or more full day (18 periods for secondary) unexcused absences.
- **Excessively Excused** - A student who has seven or more full day (42 periods for secondary) excused absences.
- **Chronically Absent** - A student who is absent more than 10% of the school year.

2013-14 Truant District Rank Compared to State Averages

(lower number are the goal)

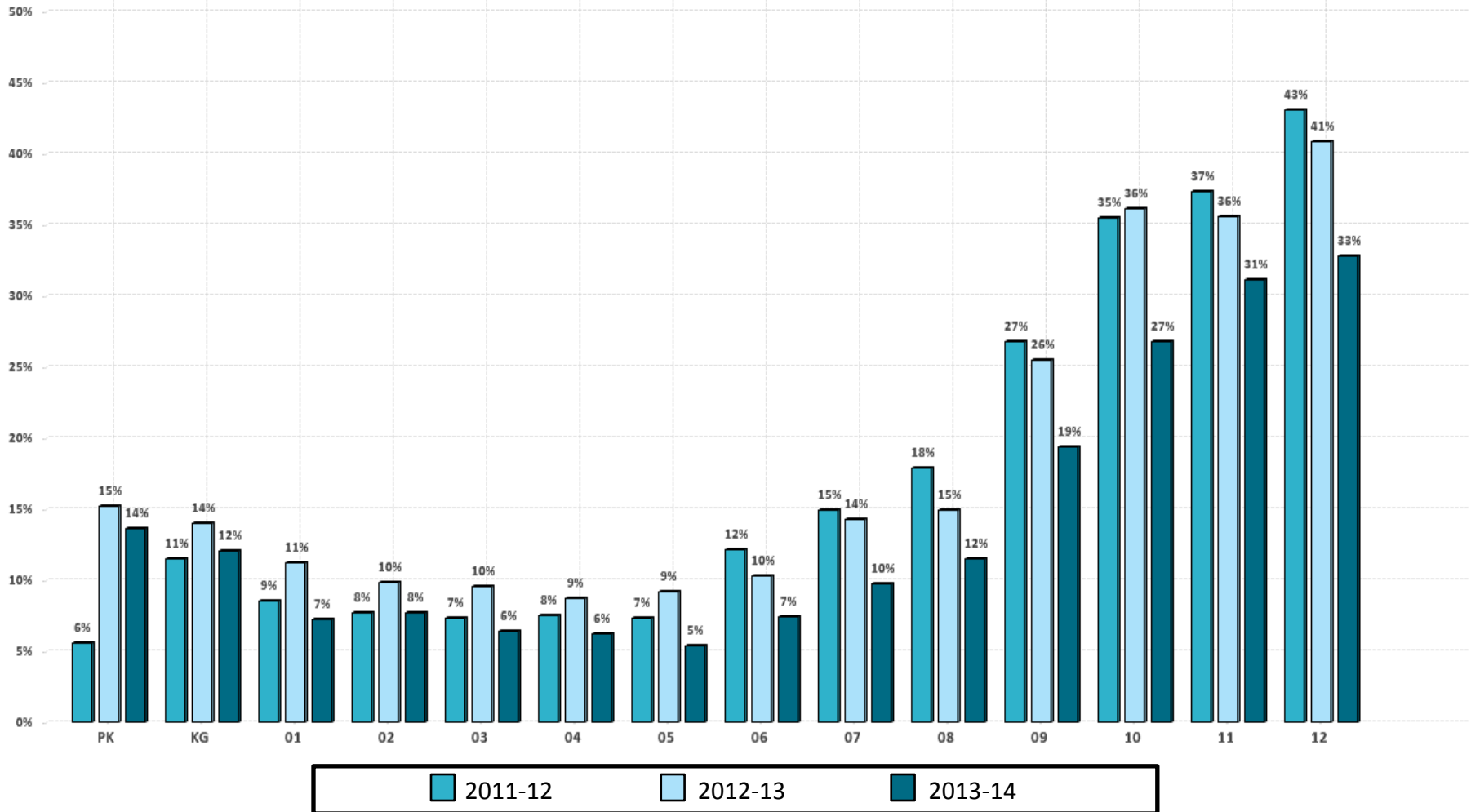
Truant - A student who has three or more full day (18 periods for secondary) unexcused absences.



Truant By Grade: Year-Over-Year

(lower number are the goal)

Truant - A student who has three or more full day (18 periods for secondary) unexcused absences.

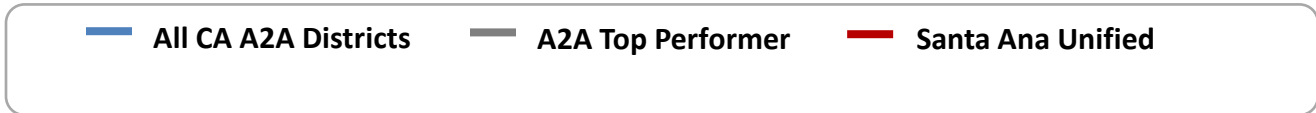
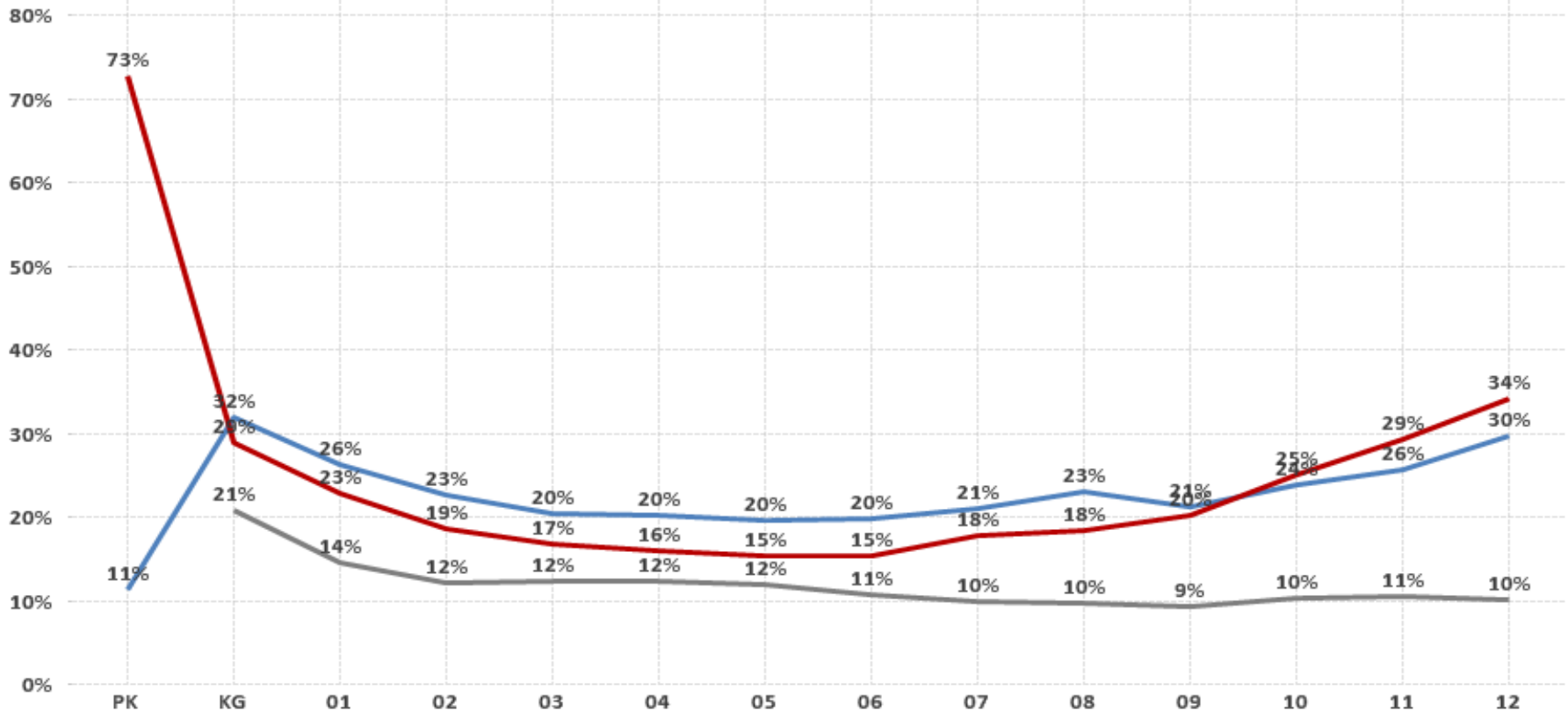


2013-14 Excessive Excused

District Rank Compared to State Averages

(lower number are the goal)

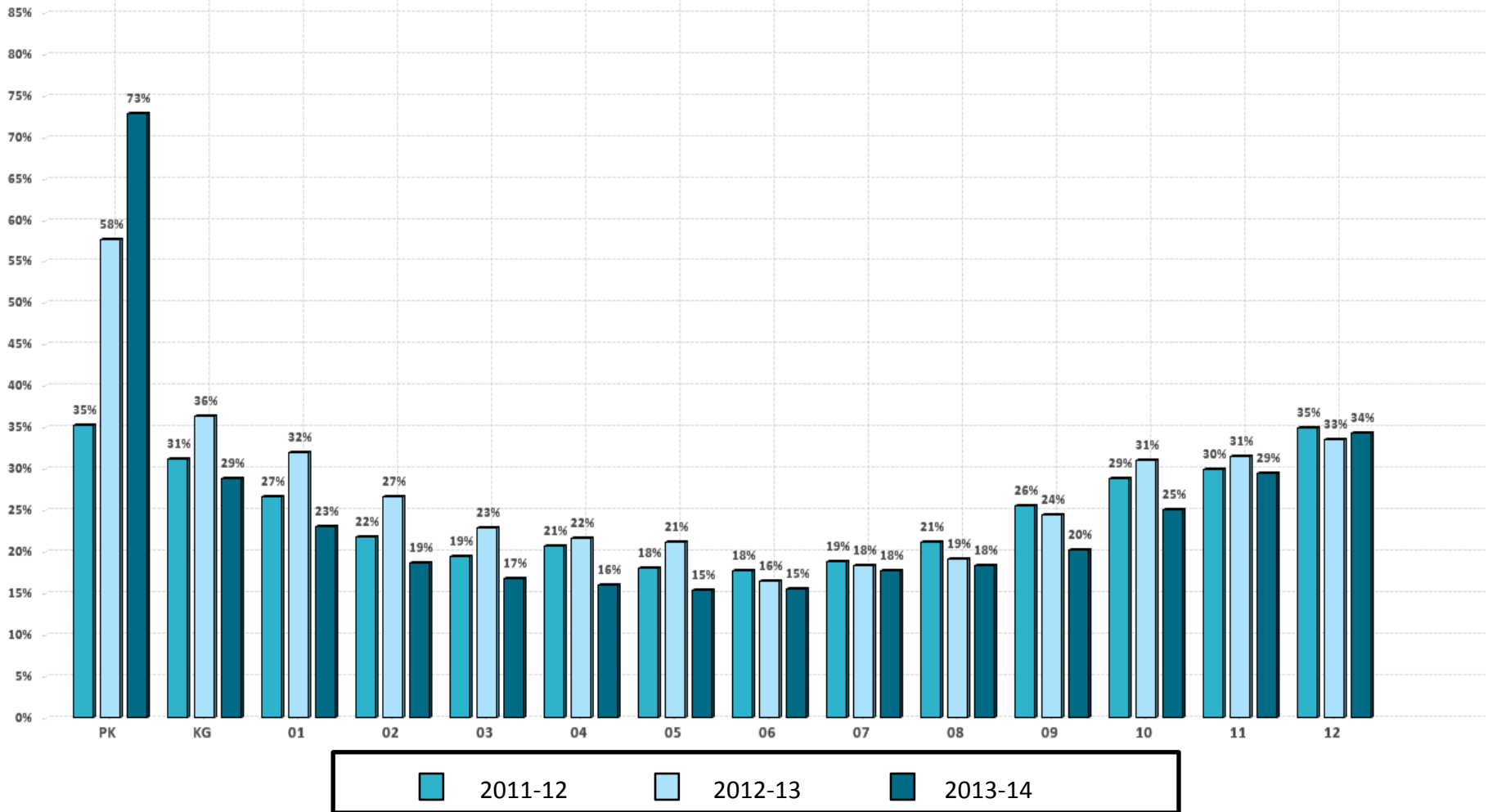
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Excessive Excused By Grade: Year-Over-Year

(lower number are the goal)

Excessively Excused - A student who has seven or more full day (42 periods for secondary) excused absences.

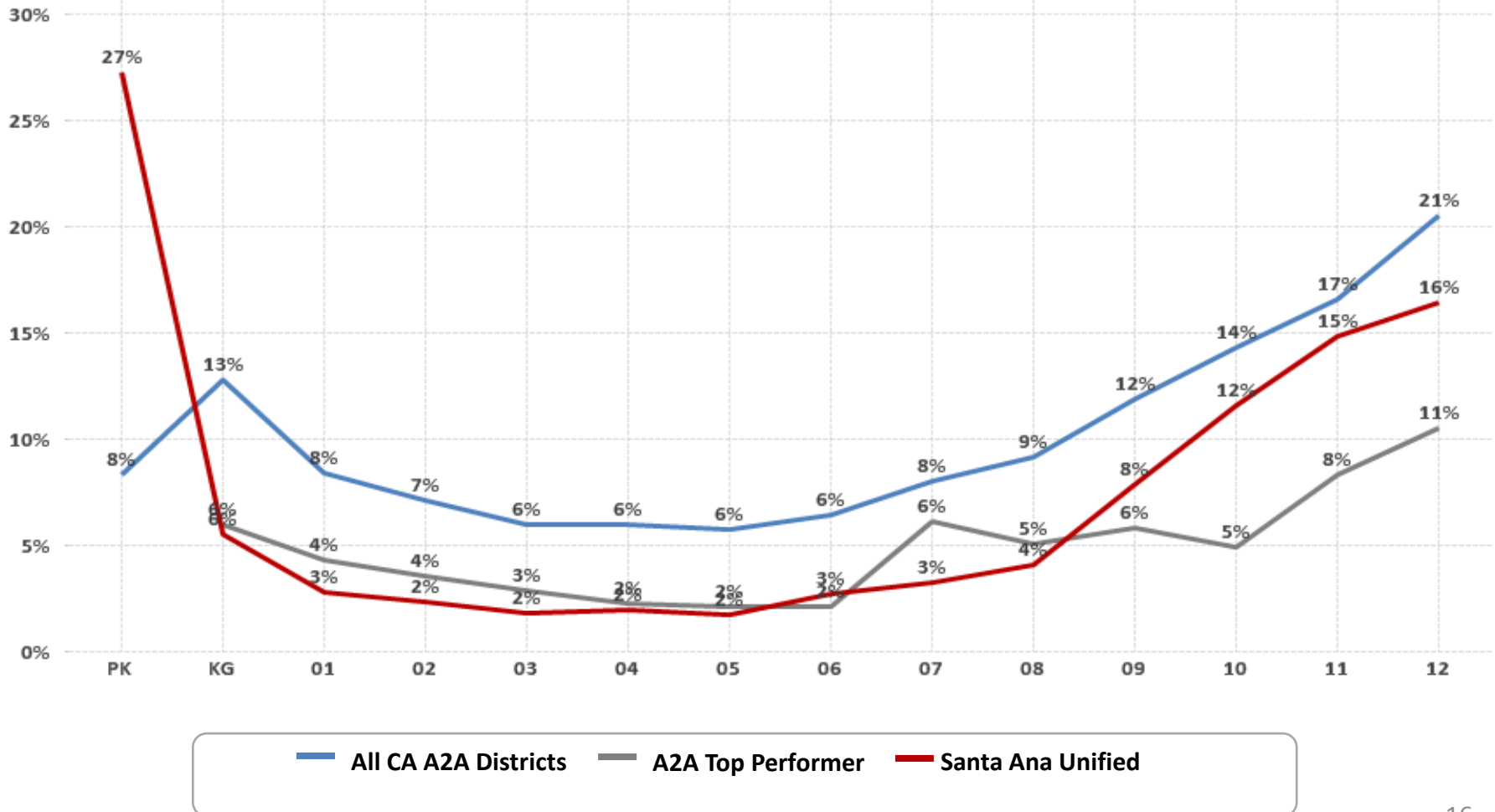


2013-14 Chronic Absenteeism

District Rank Compared to State Averages

(lower numbers are the goal)

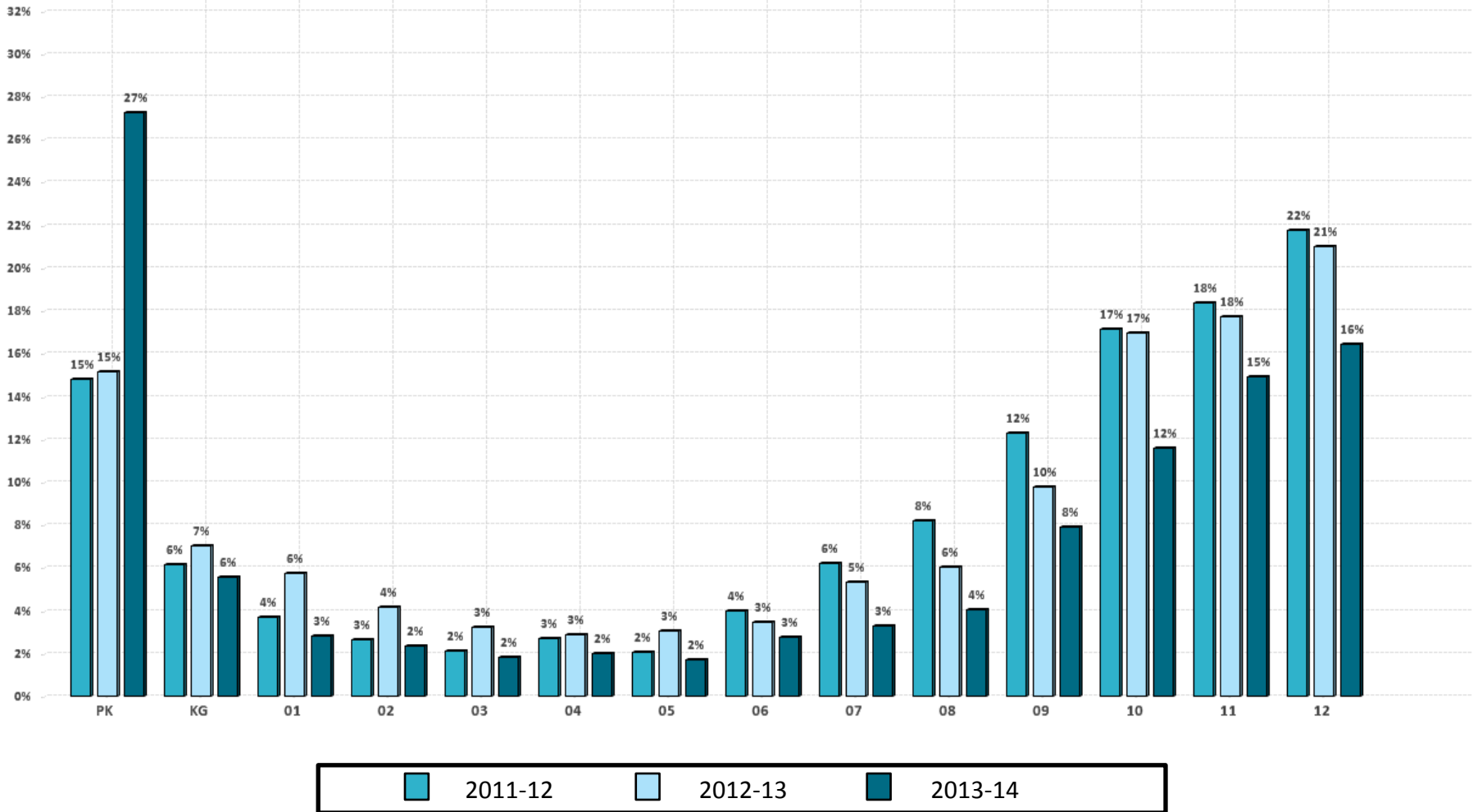
Chronically Absent - A student who is absent more than 10% of the school year.



Chronic By Grade: Year-Over-Year

(lower numbers are the goal)

Chronically Absent - A student who is absent more than 10% of the school year.

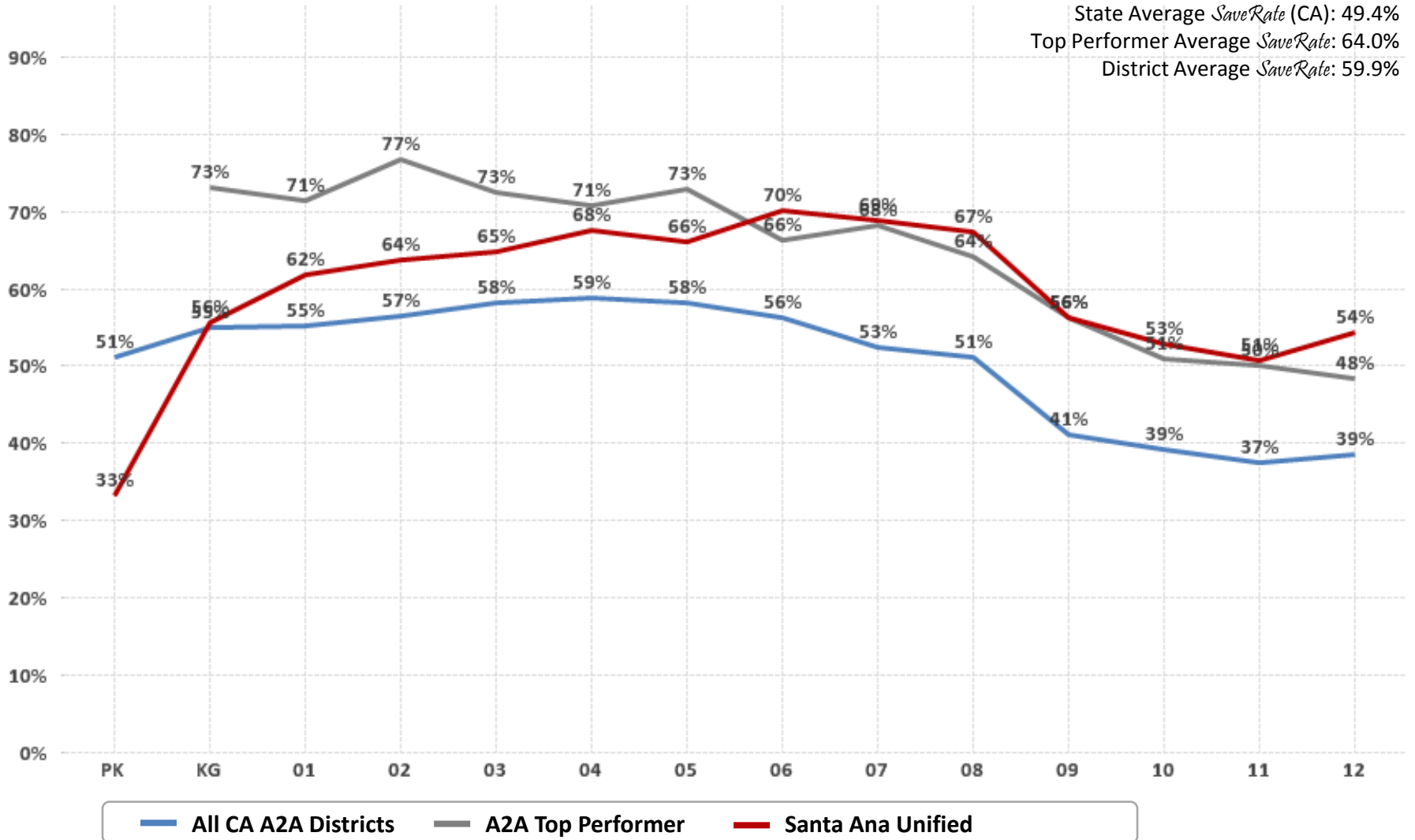


2013-14 Overall *SaveRate*

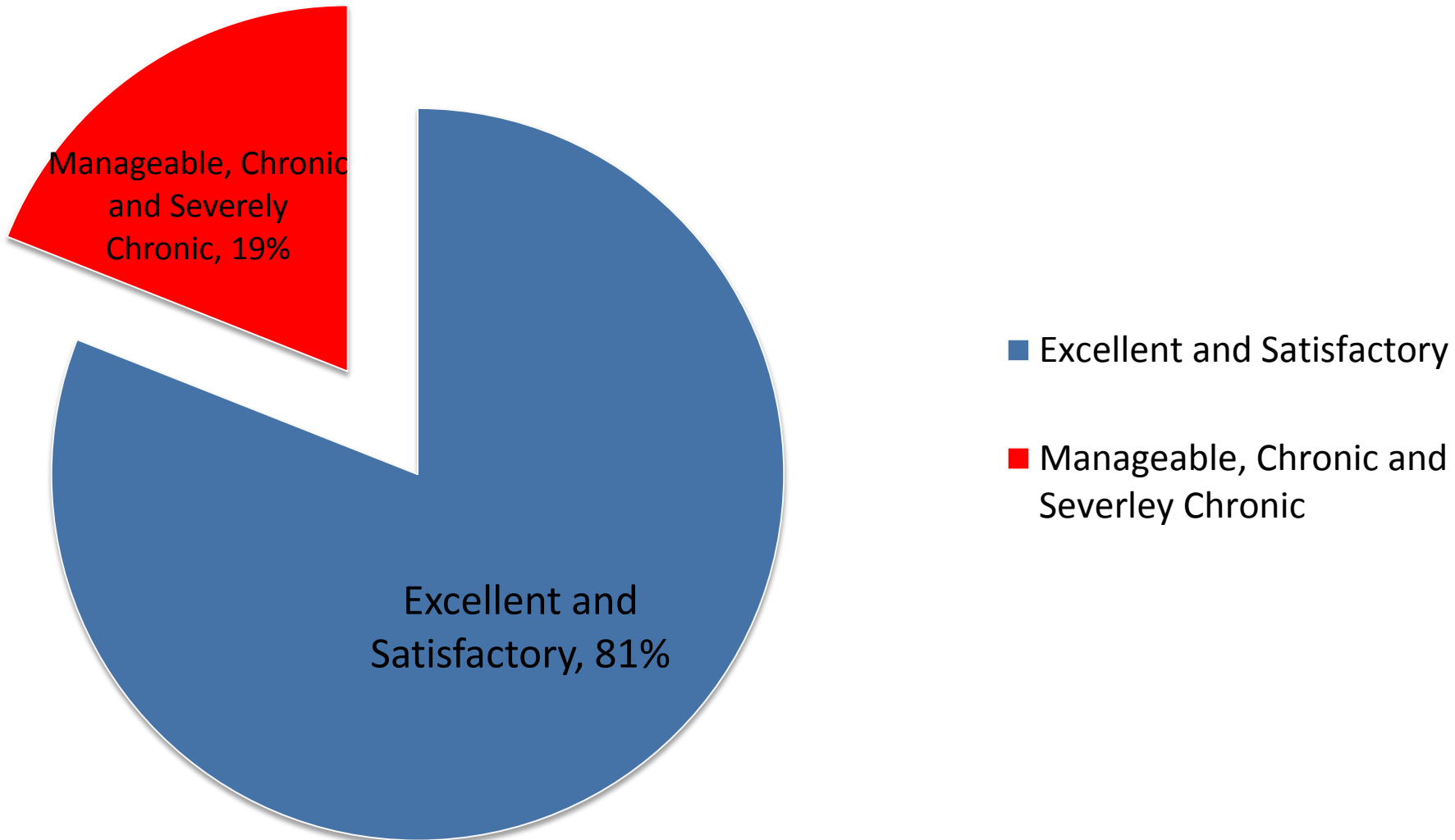
District Rank Compared to State Averages

(lower numbers are the goal)

State Average *SaveRate* (CA): 49.4%
 Top Performer Average *SaveRate*: 64.0%
 District Average *SaveRate*: 59.9%



Focus for Next Year



Next Steps

- Implementation of a Attendance Monitoring System - Fall 2014
- Staff/Site Training – August 2014
- Chronic Absentee focus – August 2014
 - Letters this summer
 - Opening of school letter
- Transition year focus (Pre-K-K; 8th to 9th)
- SARB Focus on elementary

AGENDA ITEM BACKUP SHEET
July 22, 2014

Board Meeting

TITLE: **Adult Transition Program for Students with Disabilities**

ITEM: **Presentation**

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

PREPARED BY: **Ryan Murray, Coordinator, Adult Transition**

BACKGROUND INFORMATION:

The purpose of this agenda item is to present to the Board a programmatic overview and update of the Adult Transition Program which works with students with disabilities, ages 18-22 years old, in a Community-Based Instruction (CBI) setting.

RATIONALE:

The presentation will provide an overview and update of the District's Adult Transition Program objectives, services, and outcomes..

FUNDING:

Not Applicable

RECOMMENDATION:

Presented for information.

ADULT TRANSITION PROGRAM FOR STUDENTS WITH DISABILITIES

July 22, 2014

**Doreen Lohnes, Assistant Superintendent, Support Services
Ryan Murray, Coordinator, Special Education
Transition Services**

Program Overview:

- Mild/Moderate & Moderate/Severe students in Grade 12+
- Ages 18-22 years of age [Cal. Ed. Code 8250 (b)], [34 CFR 300.43 (a)] [20 U.S.C. 1401(34)]
- Non-diploma candidates who cannot access the general education curriculum without program modification

- Students need support documented in the Individual Transition Plan in the following areas:
 - Independent Living Skills
 - Work Experience
 - Connection to Adult Education or Training

**SANTA ANA UNIFIED
INDIVIDUAL TRANSITION PLAN (ITP)**

Student Name Training, Adult Transition Date of Birth 8/30/1997 IEP Date: _____

Student Invited: Yes No If Appropriate, and agreed upon, agencies invited:
 Yes No N/A

Describe how the student participated in the process:
 Present At Meeting Interview Prior
 Interest Inventories Questionnaire

Age-appropriate transition assessments/instruments were used: Yes No

Describe the results of the assessments:
(Date of assessment/inventory) Assessment Name/type - Assessment/Inventory results

10/2008: COPS/PICS - Firefighter, Police Officer, Public Service
2/2010: Data Wizard Personality Inventory - Teacher, Detective, Police officer, working outdoors, working with people
9/2010: Teacher Interview - Student has expressed interest in being a SWAT team member, or detective. He has an uncle who is a county sheriff and has been on ride-alongs with uncle.

Student's Post Secondary Goal Training or Education (Required):

| | |
|--|--|
| Upon completion of school I will <u>have completed four college courses.</u> continue in integrated, age-appropriate community activities as part of a Regional Center funded adult agency. | Transition Service Code as Appropriate: 920 College awareness Activities to Support Post Secondary Goal: Student will have the opportunity to attend SAC through Adult Transition Program. He will meet and discuss course options with teacher/s each semester. Enrollment with a specific Regional Center funded adult service provider chosen by Student and his family. Community Experiences as Appropriate: College classes in integrated instructional settings at Santa Ana College. Age-appropriate experiences provided in a variety of integrated community settings provided by a specific RCOG funded adult service provider. Opportunities to practice money management by making regular purchases within community locations Related Services as Appropriate: 330 Specialized Academic Instruction |
| Linked to Annual Goal # <u>Can be linked to one or more goals</u> Person/Agency Responsible: <u>Transition Plan Team</u> | |

Student's Post Secondary Goal Employment (Required):

| | |
|--|---|
| Upon completion of school I will <u>have part-time employment working at least ____ hours per week.</u> be working in a paid supported employment job for a minimum of ____ hours per week. | Transition Service Code as Appropriate: 950 Work experience education (34 CFR 300.26) Activities to Support Post Secondary Goal: Student will have access to ATP's job developer and receive ongoing vocational training and assessments, including individual job placements. Student will be provided with functional work experiences four days per week at various integrated, community job sites under supervision of ATP staff. Community Experiences as Appropriate: Student is gaining work experience by participating in community-based vocational training provided by the Adult Transition Program. Mobility training via public transportation (OCTA) under staff supervision. |
|--|---|

Linked to Annual Goal # Can be linked to one or more goals
 Person/Agency Responsible: Transition Plan Team **Related Services as Appropriate:**
 330 Specialized Academic Instruction

Student's Post Secondary Goal Independent Living (As appropriate):

| | |
|---|---|
| Upon completion of school I will <u>work with Department of Rehabilitation for services towards employment.</u> have received mobility training. Student will have additional functional self-help/independent living skills including the ability to complete a variety of domestic chores. Student will further improve his money handling and money management skills. | Transition Service Code as Appropriate: 965 Agency linkages (referral and placement) Activities to Support Post Secondary Goal: Student has been trained to ride OCTA independently from home to SAC and back. Instruction of a variety of functional, domestic tasks(chores) both at home and within integrated community environments. Community Experiences as Appropriate: Through work experience, Student has traveled through Santa Ana and other nearby cities. Ordering and paying for meals within selected community restaurants. Instruction in the use of coupons/comparison price shopping. Related Services as Appropriate: 330 Specialized Academic Instruction |
| Linked to Annual Goal # <u>Can be linked to one or more goals</u> Person/Agency Responsible: <u>Transition Plan Team</u> | |

Is there an appropriate measurable post secondary goal(s) that covers education or training, employment and, as needed, independent living? Yes No

Is the Post secondary goal(s) addressed/updated in conjunction with the development of the Annual IEP? Yes No

Are there transition services included in the IEP that will reasonably enable the student to meet his or her post secondary goals? Yes No

Are there annual goal(s) included in the IEP that are related to the student's transition services needs? Yes No

Individual Transition Plan

Program Summary:

Total Students: 155

Mild/Moderate: 77

Moderate/Severe: 78

-124 students are receiving supported employment services provided by ATP staff

-88 students are currently taking courses at Santa Ana College

Post-School Outcomes

2012-2013 Post School Outcomes

Employment: (xx%)

Education: (xx%)

- Direct Hire Employment (Paid)**
- Supported Employment (Paid)**
- Volunteer employment (Unpaid)**
- Connection to Adult Service Providers (ex.: Regional Center, Dept. of Rehabilitation)**
- Extensive public bus and mobility training**

AGENDA ITEM BACKUP SHEET
July 22, 2014

Board Meeting

TITLE: 2013-14 Annual Update Santa Ana School Police Department

ITEM: Presentation

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

PREPARED BY: Hector Rodriguez, Ed.D., Chief of Police

BACKGROUND INFORMATION:

The purpose of this agenda item is to provide an annual update of the 2013-14 school year of the Santa Ana School Police Department. The presentation is a summation of the activities programs and outcomes that occurred this past school year. In addition, the department's future goals and professional development plans will be discussed.

RATIONALE:

This information is presented to keep the Board of Education informed of the services provided by the school police department and its accomplishments over the last year and projections for the future.

FUNDING:

Not Applicable

RECOMMENDATION:

Presented for information.



2013-2014 ANNUAL UPDATE

Hector Rodriguez, Ed.D.

Chief of Police

DEPARTMENT VISION & GOALS

- More engagement with students and staff at all of our schools
- Additional focus on mentoring our students
- Creating the safest learning environments in the country
- Increasing opportunities to interact with students in more positive ways
- Focus on preventive measures
- Focus on “at risk” predictors of criminal involvement
- More collaboration with support personnel both within and outside the District

DEPARTMENT OVERVIEW

- 25 Sworn Officers:
 - (1) Chief
 - (1) Lieutenant
 - (5) Sergeants
 - (1) Detective
 - (16) Police Officers



All sworn officers are fully POST certified

- 5 Communication Dispatchers
- Professional Staff: (2) F/T & (1) P/T
- 38 District Safety Officers

OPERATIONS AT A GLANCE

- The Department operates 24 hours a day/ 7 days a week.
- Three shifts with a minimum of a two officer deployment for off hours
- One School Resource Officer on every high school campus
- 2 Motor units for traffic and pedestrian safety

OUTCOMES

- Crime data analysis
- PBIS
- Restorative Justice practices/interventions

ACCOMPLISHMENTS

- Every 15 Minutes Program
- School Police Explorer Post 490
 - *Orange County Law Enforcement Explorer Advisors' Association (OCLEEAA) Gold Award*
- Courage, Strength, Integrity (CSI) Academy
- Expanded training opportunities beyond enforcement
- More engagement on campuses
- Increased focus on the preventive side of public safety
- Increased involvement in community meetings & gatherings
- Increased partnerships with community and civic groups



PROFESSIONAL DEVELOPMENT

- Maintain current POST training standards
- Additional training focus on threat assessment, crisis response, mental health & diversity issues as well as leadership and communication
- Training Succession Plan
 - National FBI Academy
 - USC National Center for Risk and Economic Analysis of Terrorism Events (CREATE) – Executive Program in Counter-Terrorism
 - FBI LEEDA
 - West Point Leadership Program (WPLP)
 - Emergency Medical Technician (EMT) Training
- Critical Thinkers – rational and open-minded
- Three Dimensional Officer – willing to look outside the box; flexibility and transparency

NEXT STEPS

- Maintain the current level of physical resources
- Continue to expand programs that are meant to foster positive relationships with our community but particularly youth
- Expand the professional development opportunities for our personnel
- Explore evidence-based best practices for creating safe learning environments & non-punitive measures addressing at risk behaviors

QUESTIONS / COMMENTS

It is no use saying,

“We are doing our best.”

You have got to succeed
in doing what is necessary.

- *Winston Churchill*

AGENDA ITEM BACKUP SHEET
July 22, 2014

Board Meeting

TITLE: Discussion and Update on High School Athletic Fields

ITEM: Presentation

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

PREPARED BY: Jessica Mears, Facilities Planner

BACKGROUND INFORMATION:

The purpose of this agenda item is to provide the Board an update on the District's high school athletic fields and discuss the potential to add artificial turf at Godinez and Segerstrom High Schools.

RATIONALE:

By 2015, the District will have installed artificial turf fields at Century, Saddleback, Santa Ana, and Valley High Schools. Godinez and Segerstrom High Schools are the remaining two high schools that do not have artificial turf fields. Artificial turf fields enhance the athletic programs for the students of the District, provide improved student safety, and reduced maintenance costs.

FUNDING:

Not Applicable

RECOMMENDATION:

Presented for discussion only.

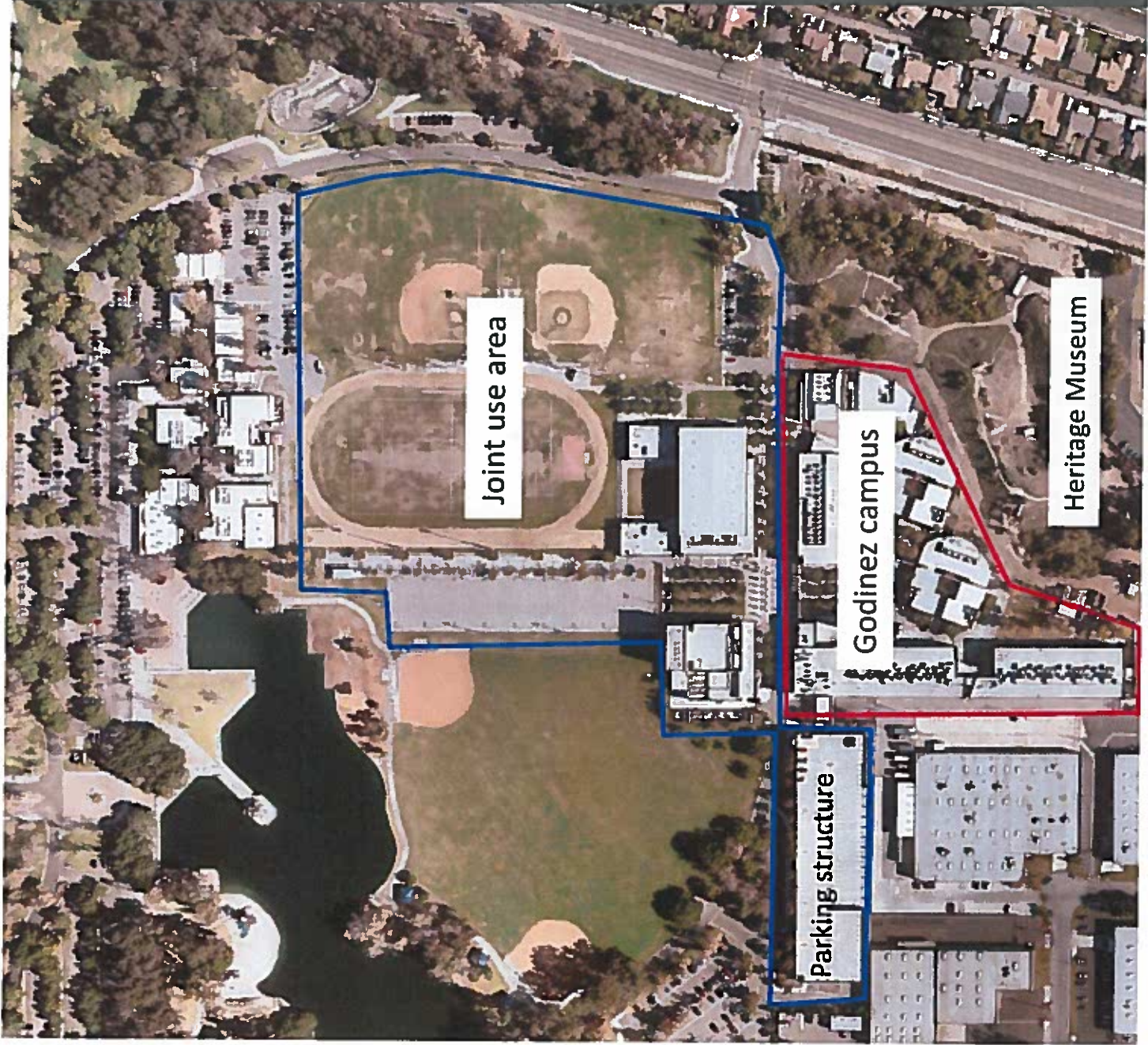
Purpose

- Consider providing all high school's with artificial turf/all weather track fields
- Consider initial cost and funding sources
- Analyze maintenance costs
- Determine process to ensure best value



Godinez Fundamental High School 2007

- Lighted turf football field
- 2 baseball/softball fields
- 1 soccer field
- 0 tennis courts
- 9 basketball courts





Segerstrom High School 2005

- Stadium with turf field
- 4 baseball/softball fields
- 2 soccer fields
- 8 tennis courts
- 12 basketball courts
- Pool

Return on Investment

Develop turf specification tailored to SAUSD

- Sustainable design – 20 year with one turf replacement
- 20 year G-max rating (safe fall rating)
- Permeable drainage system
- Reduced maintenance requirements
- Warranty – 10 years with manufacturer

Initial Project Cost - Track and Field

| Activity | Cost Estimate |
|----------------------------|--------------------|
| Grading/Base | \$513,000 |
| Curb | \$14,000 |
| Drainage | \$33,000 |
| Track | \$340,000 |
| Field (incl. underlayment) | \$800,000 |
| Total | \$1,700,000 |

Note: 10-year replacement turf \$550,000

Potential Funding Sources

- **City of Santa Ana**
~ \$424,000 (specific to Centennial/Godinez)
- **State Water Resources Control Board DROPS Grant**
20% match; \$100,000 - \$2,500,000
- ***RDA Pass through Funds from Expiring COP**
Mitigation agreement through 2027
Approximately \$1 million per year (~\$12 million total)
District Office/Villa FIS paid in full in 2015
- ***New Market Tax Credits**
Federal tax credit program
Utilized by charter schools (El Sol included)
Project 30% funded by investor (eff. a 25% real dollar investment)
Similar to QZAB/COP/Lease-Leaseback structure (formation of an outside corporation - SAUSD Public Facilities Corp.)

***NOTE: These funding sources are TBD for P2P project at Valley HS also**

Recommendation

- Board direction to move forward with the installation of artificial turf at Godinez and Segerstrom



AGENDA ITEM BACKUP SHEET
July 22, 2014

Board Meeting

TITLE: **Approval of Schoolwide Single Plans for Student Achievement for 2014-15 School Year**

ITEM: **Action**

SUBMITTED BY: **David Haglund, Ed.D., Deputy Superintendent, Educational Services**
Dawn Miller, Assistant Superintendent, Secondary Education

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

BACKGROUND INFORMATION:

The purpose of this agenda is to seek Board approval for the Schoolwide Single Plans for Student Achievement (SPSA) for the 2014-15 school year. The SPSA's reflect the latest categorical budget allocations as per the Consolidated Application Part II, which will be submitted in February 2015.

RATIONALE:

Schools in the District participating in the Consolidated Application Categorical Aid Programs annually update or rewrite their SPSA's. The plans represent the school goals and objectives for the 2014-15 school year and provide program, statistical, and budget information reflecting planned educational services. Each school submits a Single Plan for Student Achievement, which has been developed collaboratively based on input from the School Site Council, instructional staff, parents, administrators, and students.

Sites use categorical allotments to improve academic achievement through a variety of budgetary expenditures including, but not limited to, instructional support personnel, extended learning time, professional development opportunities, collaborative planning time, instructional materials, and parent engagement activities.

Hard copies of the plans are available in the English Learner Programs and Student Achievement Department at the District Office for further review.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the Schoolwide Single Plans for Student Achievement for the 2014-15 school year.

AGENDA ITEM BACKUP SHEET
July 22, 2014

Board Meeting

TITLE: **Acceptance of Federal School Improvement Grant Funding for Valley High School for 2014-17 School Years**

ITEM: **Action**

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

PREPARED BY: **Nuria Solis, Director, EL Programs and Student Achievement**

BACKGROUND INFORMATION:

The purpose of this agenda is to seek Board acceptance of the Federal School Improvement Grant (SIG) funding for Valley High School. The California Department of Education (CDE) has approved funding for Valley High School SIG application submitted in March 2014. This grant will fund SIG activities for the 2014-17 school years.

RATIONALE:

SIG funds will allow Valley High School to continue its SIG transformational model efforts as detailed in the approved grant application. Valley's restructuring focus areas will increase student learning time in the core areas during the instructional school day, week or year; provide enhanced and/or extended learning opportunities for students beyond the school day as well as provide increased and consistent teacher collaboration opportunities to improve student achievement and outcomes.

FUNDING:

CDE has approved \$2 million for each of the three funding years (2014-15, 2015-16, and 2016-17) for a total of \$6 million throughout the duration of the grant.

RECOMMENDATION:

Accept the Federal School Improvement Grant (SIG) funding for Valley High School for 2014-17 school years.



CALIFORNIA
DEPARTMENT OF
EDUCATION

TOM TORLAKSON
STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

May 16, 2014

David Haglund, Deputy Superintendent
Santa Ana Unified School District
1601 East Chestnut Avenue
Santa Ana, CA 92701

Dear Deputy Superintendent Haglund:

Subject: School Improvement Grant Cohort 3

Thank you for submitting an application for the Fiscal Year (FY) 2013 Cohort 3 School Improvement Grant (SIG). Based on the results of the April 2014 SIG Reader's Conference, the California Department of Education (CDE) is pleased to announce that your local educational agency (LEA) application was approved for funding by the State Board of Education on May 8, 2014. Final comments from readers are enclosed.

Further information regarding LEA and school award amounts, reporting deadlines, and the programmatic and fiscal revision process will follow in future communication. Grant Award Notifications for funded LEAs and schools will be sent after July 1, 2014.

The CDE appreciates your effort to assist students who are attending an identified persistently lowest-achieving school and looks forward to future collaboration for California students.

If you have any questions regarding this subject, please contact Jen Taylor, Interim Administrator, School Turnaround Office, by phone at 916-319-0833 or by e-mail at STO@cde.ca.gov.

Sincerely,

A handwritten signature in black ink that reads "Bob Storelli".

Bob Storelli, Director
Improvement and Accountability Division

BS:mm
Enclosure

AGENDA ITEM BACKUP SHEET
July 22, 2014

Board Meeting

TITLE: Authorization to Repair the Pipe Organ at Santa Ana High School

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 repair the pipe organ at Santa Ana High School (SAHS).

RATIONALE:

The pipe organ in the theater was not part of the SAHS modernization project and has been inactive for some time. Repairs can be made to the pipe organ in order to return it to working condition.

FUNDING:

Routine Maintenance: \$15,000 (repair to working condition)

RECOMMENDATION:

Authorize staff to repair the pipe organ at Santa Ana High School to working condition.

AGENDA ITEM BACKUP SHEET
July 22, 2014

Board Meeting

TITLE: Authorization to Award Contracts for Purchase of Specialty Paper for Publications Department and Copier Paper Supplies for Warehouse Stock

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 award contracts for the purchase of specialty paper for the Publications Department and copier paper for Warehouse stock.

RATIONALE:

At its April 22, 2014 meeting, the Board authorized staff to obtain bids for the purchase of specialty paper for the Publications Department and copier paper for Warehouse stock. This bid was advertised, as legally required, in the *Orange County Register*. Nineteen bidders received bid packages and nine submitted bids. Staff recommends multiple awards on an item-by-item basis to the four lowest responsive, responsible bidders listed below. Vendor selection is in compliance with Board Policy.

| Qualified Bidders | No. Items Awarded |
|----------------------------------|-------------------|
| Unisource Worldwide Inc. | 39 |
| Spicer's Paper | 26 |
| Xpedx an International Paper Co. | 15 |
| Kelly Paper Co. | 11 |

| Unqualified Bidders | Reason |
|----------------------------------|--|
| Southwest School & Office Supply | Not a low bidder for any individual item |
| School Specialty | Not a low bidder for any individual item |
| Paper Depot | Not a low bidder for any individual item |
| Contract Paper Group | Not a low bidder for any individual item |
| Standard Stationary Supply Co. | Did not bid as specified |

FUNDING:

General Fund: \$1,500,000.00

RECOMMENDATION:

Authorize staff to award contracts to Unisource Worldwide, Inc., Spicer's Paper, Xpedx an International Paper Co., and Kelly Paper Co. for the purchase of specialty paper for the Publications Department and copier paper supplies for Warehouse stock renewable annually for a period of up to three-years, pursuant to Bid No. 06-14.

SP:mm

Unisource Worldwide

| Award Item No. | Description | Qty. | Unit of Measure | Price Per UOM |
|----------------|--|---------|-----------------|---------------|
| 1 | W027256: 17" x 11", white Paper, Multi-purpose, #4 sulphite, 20lb sub, opaque wove finish, all virgin wood pulp, grain to run long way of sheet, ream wrapped, minimum 83 brightness. | 700 | CARTON | \$27.93 |
| 2 | W027261: 8.5" x 11", letter - size, white Paper, Multi-purpose, #4 sulphite, 20lb sub, opaque wove finish, all virgin wood pulp, grain to run long way of sheet,ream wrapped, minimum 38 brightness | 15,000 | CARTON | \$25.86 |
| 3 | W027271: 8.5" X 14", legal - size, white Paper, Multi - purpose, #4 sulphite, 20lb sub, opaque wove finish, all virgin wood pulp, grain to run long way of sheet, ream wrapped, minimum 83 brightness | 120 | CARTON | \$35.54 |
| 37 | 8.5 x 11, White, 24 lbs, bond Perf Vertical 5/8 left | 2,800 | CASES | \$21.72 |
| 38 | 8.5 x 11, Color, 60 lbs, Astrobright Text | 60,000 | SHEETS | \$0.01 |
| 39 | 23 x 35, Color, 60 lbs, Astrobright Text | 10,000 | SHEETS | \$0.11 |
| 40 | 8.5 x 11, Color, 65 lbs, Astrobright Cover | 66,000 | SHEETS | \$0.03 |
| 41 | 23 x 35, Color, 65 lbs, Astrobright Cover | 10,000 | SHEETS | \$0.22 |
| 42 | 8.5 x 11, Color, 67 lbs, Vellum Bristol | 40,000 | SHEETS | \$0.02 |
| 43 | 11 x 17, Color 67 lbs, Vellum Bristol | 15,000 | SHEETS | \$0.04 |
| 44 | 23 x 35, Color 67 lbs, Vellum Bristol | 5,000 | SHEETS | \$0.15 |
| 45 | 8.5 x 11, White, 110 lbs, Index | 260,000 | SHEETS | \$0.02 |
| 46 | 8.5 x 11, Color, 110 lbs, Index | 350,000 | SHEETS | \$0.02 |
| 51 | 19 x 25, White 60# Smooth Opaque Offset | 25,000 | SHEETS | \$0.03 |
| 56 | 19 x 25, White, 70 lbs, #2 Gloss/Dull Text | 10,000 | SHEETS | \$38.85 |
| 57 | 19 x 25, White, 80 lbs, #2 Gloss/Dull Text | 80,000 | SHEETS | \$43.41 |
| 58 | 19 x 25, White, 100 lbs, #2 Gloss/Dull Text | 20,000 | SHEETS | \$54.88 |
| 59 | 20 x 26, White, 80 lbs, #2 Gloss/Dull Cover | 35,000 | SHEETS | \$91.45 |
| 60 | 20 x 26, White, 100 lbs, #2 Gloss/Dull Cover | 2,500 | SHEETS | \$115.60 |
| 61 | 20 x 26, White, 12 Pt., C1S Cover | 10,000 | SHEETS | \$147.89 |
| 62 | 24 x 36, Manilla, 125 lbs, Domtar Tag | 25,000 | SHEETS | \$210.90 |
| 63 | 12 x 18, 80# White Premium DIGITAL Gloss/Dull Book | 20,000 | SHEETS | \$23.15 |
| 64 | 12 x 18, 100# White Premium DIGITAL Gloss/Dull Book | 20,000 | SHEETS | \$29.66 |

| Award Item No. | Description | Qty. | Unit of Measure | Price Per UOM |
|----------------|--|---------|-----------------|---------------|
| 65 | 18 x 12, 80# White Premium DIGITAL Gloss/Dull COVER | 10,000 | SHEETS | \$45.02 |
| 66 | 18 x 12, 100# White Premium DIGITAL Gloss/Dull COVER | 10,000 | SHEETS | \$56.60 |
| 67 | 8.5 x 11, 28# White Hammermill Laser Print | 10,000 | SHEETS | \$0.01 |
| 68 | 11 x 17, 28# White Hammermill Laser Print | 60,000 | SHEETS | \$0.02 |
| 69 | 8.5 x 11, 65# Smooth Cover Accent /Cougar | 15,000 | SHEETS | \$0.02 |
| 70 | 8.5 x 11, 80# Smooth Cover Accent/Cougar | 30,000 | SHEETS | \$0.02 |
| 71 | #10, 24 lbs, White, Signet Blue Inside Tint Left Window | 20,000 | EACH | \$0.02 |
| 72 | #10, 24 lbs, White, Right Hand Window | 25,000 | EACH | \$0.02 |
| 73 | #10, 24 lbs, White, Left Hand Window | 50,000 | EACH | \$0.02 |
| 74 | #10, 24 lbs, White, Banner Eps | 500,000 | EACH | \$0.01 |
| 78 | Fanapart Padding Adhesive | 35 | QUART | \$25.44 |
| 80 | Corrugated Boxes, 11.25 x 8.75 x 4 | 50,000 | EACH | \$0.30 |
| 81 | Corrugated Boxes, 11.25 x 8.75 x 6 | 20,000 | EACH | \$0.28 |
| 83 | Corrugated Boxes, 11.25 x 8.75 x 12 | 20,000 | EACH | \$0.46 |
| 84 | Corrugated Boxes, 17.25 x 11 1/8 x 11.25 | 25,000 | EACH | \$0.70 |
| 85 | Silver Stripe Bussiness Card Boxes-3-5/8 x 2-4/8 x 2 (250 cards) | 12 | CASES | \$105.70 |

Spicers

| Award Item No. | Description | Qty. | Unit of Measure | Price Per UOM |
|----------------|---|-----------|-----------------|----------------|
| 10 | 8.5" x 11", 20 lbs, Superior, 2 part, | 435,000 | SHEETS | \$13.84 |
| 11 | 8.5" x 11", 20 lbs, Superior, 3 part | 310,000 | SHEETS | \$15.56 |
| 12 | 8.5" x 11", 20 lbs, Superior, 4 part | 205,000 | SHEETS | \$16.63 |
| 13 | 8.5" x 11", 20lbs, Superior, 5 part-Straight Seq. | 25,000 | SHEETS | \$17.10 |
| 14 | 8.5" x 14, 20 lbs, Superior, 2 part | 50,000 | SHEETS | \$17.59 |
| 15 | 8.5 x 14, 20 lbs, Superior, 3 part | 50,000 | SHEETS | \$19.77 |
| 16 | 8.5 x 14, 20 lbs, Superior, 4 part | 50,000 | SHEETS | \$21.14 |
| 17 | 17.5 x 22.5, 20 lbs, Superior, 2 part | 7,500 | SHEETS | \$59.39 |
| 18 | 17.5 x 22.5, 20 lbs, Superior, 3 part | 7,500 | SHEETS | \$66.71 |
| 19 | 17.5 x 22.5, 20 lbs, Superior, 4 part | 7,500 | SHEETS | \$71.27 |
| 20 | 8.5 x 11, White, 20 lbs, Superior CB | 50,000 | SHEETS | \$15.46 |
| 21 | 8.5 x 11, Color, 20 lbs, Superior CB | 50,000 | SHEETS | \$15.66 |
| 22 | 8.5 x 11, White, 20 lbs, Superior CFB | 45,000 | SHEETS | \$18.79 |
| 23 | 8.5 x 11, Color, 20 lbs, Superior CFB | 75,000 | SHEETS | \$18.99 |
| 24 | 8.5 x 11, White, 20 lbs, Superior CF | 40,000 | SHEETS | \$11.11 |
| 25 | 8.5 x 11, Color, 20 lbs, Superior CF | 40,000 | SHEETS | \$12.72 |
| 36 | 8.5 x 11, White, 20 lbs, 3 Hole Punched | 1,360,000 | SHEETS | \$28.00/Carton |
| 49 | 17.5 x 22.5,White 60# Smooth Opaque Offset | 600,000 | SHEETS | \$28.26 |
| 50 | 17.5 x 22.5,White 70# Smooth Opaque Offset | 255,000 | SHEETS | \$32.77 |
| 52 | 19 x 25, White 70# Smooth Opaque Offset | 575,000 | SHEETS | \$39.55 |
| 75 | 8.5 x 11, Color, 20 lbs, Domtar Colors | 500000 | SHEETS | \$0.01 |
| 76 | 8.5 x 14, Color, 20 lbs, Domtar Colors | 300000 | SHEETS | \$0.01 |
| 77 | 11 x 17, Color, 20 lbs, Domtar Colors | 60000 | SHEETS | \$0.01 |
| 88 | White, Letterhead Boxes 11.25 x 8.75 x 2 Folding | 50 | CASES | \$28.86 |
| 89 | 80 Ga., Stretch Film | 100 | ROLL | \$4.50 |
| 90 | 48mm x 100m, 2.1 mil, Carton Sealing Tape, Clear | 250 | ROLL | 39.99 per rl |

Xpedx

| Award Item No. | Description | Qty. | Unit of Measure | Price Per UOM |
|----------------|---|--------|-----------------|---------------|
| 4 | W027283: 8.5" X 11", letter - size, pink Paper, Multi - purpose, #4 sulphite, 20lb sub, opaque wove finish, all virgin wood pulp, grain to run long way of sheet, ream wrapped, minimum 83 brightness | 400 | CARTON | \$32.75 |
| 5 | W027291: 8.5" X 11", letter - size, canary Paper, Multi-purpose #4 sulphite, 20lb sub, opaque wove finish, all virgin wood pulp, grain to run long way of sheet, ream wrapped, minimum 83 brightness | 450 | CARTON | \$32.75 |
| 6 | W027301: 8.5" X 11", letter - size, blue Paper, Multi-purpose #4 sulphite, 20lb sub, opaque wove finish, all virgin wood pulp, grain to run long way of sheet, ream wrapped, minimum 83 brightness | 480 | CARTON | \$32.75 |
| 7 | W027311: 8.5" X 11", letter - size, green Paper, Multi-purpose #4 sulphite, 20lb sub, opaque wove finish, all virgin wood pulp, grain to run long way of sheet, ream wrapped, minimum 83 brightness. | 480 | CARTON | \$32.75 |
| 8 | W027321: 8.5" X 11", letter - size, buff Paper, Multi-purpose #4 sulphite, 20lb sub, opaque wove finish, all virgin wood pulp, grain to run long way of sheet, ream wrapped, minimum 83 brightness. | 320 | CARTON | \$32.75 |
| 9 | W027331: 8.5" X 11", letter - size, goldenrod Paper, Multi purpose #4 sulphite, 20lb sub, opaque wove finish, all virgin wood pulp, grain to run long way of sheet, ream wrapped, minimum 83 brightness. | 320 | CARTON | \$32.75 |
| 26 | 8.5 x 11, White, 105 lbs, Superior CF Tag | 10,000 | SHEETS | \$0.04 |
| 35 | 9 x 11, White, 90 lbs, Docusource Tabs | 52 | CASES | \$45.00 |
| 47 | 11 x 17, White, 110 lbs, Index | 35,000 | SHEETS | \$0.50 |
| 48 | 22.5 x 35, Color, 110 lbs, Index | 15,000 | SHEETS | \$0.19 |
| 53 | 17.5 x 22.5, Colored 60# Smooth Opaque Offset | 10,000 | SHEETS | \$0.04 |
| 54 | 23 x 35, Colored 60# Smooth Opaque Offset | 10,000 | SHEETS | \$0.05 |
| 55 | 25 x 38, Colored 60# Smooth Opaque Offset | 10,000 | SHEETS | \$0.10 |
| 79 | Padding Compound | 10 | QUART | \$7.50 |
| 82 | Corrugated Boxes, 11.25 x 8.75 x 8 | 25,000 | EACH | \$0.39 |

Kelly

| Award Item No. | Description | Qty. | Unit of Measure | Price per UOM |
|----------------|---|--------|-----------------|---------------|
| 27 | 8.5 x 11, White, 60 lbs, Skytone Text | 20,000 | SHEETS | \$22.00 |
| 28 | 8.5 x 11, Color, 60 lbs, Skytone Text | 65,000 | SHEETS | \$22.00 |
| 29 | 23 x 35, White, 60 lbs, Skytone Text | 5,000 | SHEETS | \$184.00 |
| 30 | 23 x 35, Color, 60 lbs, Skytone Text | 5,000 | SHEETS | \$184.00 |
| 31 | 8.5 x 11, White, 65 lbs, Skytone Cover | 15,000 | SHEETS | \$42.50 |
| 32 | 8.5 x 11, Color, 65 lbs, Skytone Cover | 15,000 | SHEETS | \$44.60 |
| 33 | 23 x 35, White, 65 lbs, Skytone Cover | 2,500 | SHEETS | \$382.00 |
| 34 | 23 x 35, Color, 65 lbs, Skytone Cover | 2,500 | SHEETS | \$382.00 |
| 72 | #10, 24 lbs, White, Right Hand Window | 25,000 | EACH | \$20.35 |
| 86 | Silver Stripe Bussiness Card Boxes-4-1/4 x 3-5/8 x 2 (500 cards) | 10 | CASES | \$46.00 |
| 87 | Silver Stripe Bussiness Card Boxes-7-1/4 x 3-5/8 x 2 (1000 cards) | 8 | CASES | \$40.00 |

AGENDA ITEM BACKUP SHEET
July 22, 2014

Board Meeting

TITLE: **Approval of New Job Description, Manager of Transportation**

ITEM: **Action**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the job description, Manager of Transportation. This position will report to Deputy Superintendent, Operation, CBO and/or designee. This position will manage, plan, organize, direct, and coordinate the transportation of students; monitor all transportation service contracts; and serve as a resource person to school administrators, teachers, parents and transportation companies on student transportation services and issues. In addition, this position will manage the district-wide fleet operations to include vehicle acquisition and replacement, and equipment repair and maintenance programs.

RATIONALE:

This is not an additional management position as it is replacing the recently vacated Supervisor of Transportation position. The District recently went out to bid for leasing of vehicles and this position will be responsible for the management of fleet operations in addition to the management of student transportation. The increase in responsibilities requires the new job description.

The requirements of this position also require experience with routing and scheduling to ultimately allow the district to reduce the need for outside consultants and utilize internal staff to ensure appropriate home-to-school routes that meet the needs of our student population.

Funding for this position is within the current District budget.

The new job description is attached.

FUNDING:

General Funds: Classified Management Salary Schedule Grade 30: \$7,505 - \$8,723 (monthly)

RECOMMENDATION:

Approve the new job description of Manager of Transportation.


MAM:TW:nr



SANTA ANA UNIFIED SCHOOL DISTRICT
MANAGER OF TRANSPORTATION

JOB SUMMARY:

Under the direction of the Deputy Superintendent, Operation, CBO and/or designee, plan, organize, direct, and coordinate the transportation of students; monitor all transportation service contracts; and serve as a resource person to school administrators, teachers, parents and transportation companies on student transportation services and issues. Manage district-wide fleet operations to include vehicle acquisition and replacement, and equipment repair and maintenance programs.

REPRESENTATIVE DUTIES:

- Direct the daily operations of home to school pupil transportation with approved contractor. **E**
- Review route planning to ensure the most efficient utilization of buses; maintain ongoing contact with bus company dispatchers and managers to ensure routes are followed and schedules are met. **E**
- Plan, organize, and direct the District fleet management operations including vehicle and equipment procurement, maintenance, repair and disposal. Develop usage based vehicle specifications and coordinate with management for lease/purchase of vehicles. **E**
- Meet with Special Education department administrators on policy and problems related to special needs transportation; provide input for IEP meetings as needed to establish/maintain transportation for special education students. **E**
- Maintain the fleet maintenance database for analysis and monitoring of all maintenance, parts inventory, and associated costs. Develop and analyze fleet maintenance metrics including overall cost per mile, maintenance cost per mile, life cycle replacement, tire life, and replacement schedule. Compare metrics with industry standards. Prepare and post monthly reports in support of district goals. **E**
- Audit and approve transportation contractor billings for home-to-school and extra trip transportation; prepare and monitor transportation budget; complete annual reports of pupil transportation, including but not limited to the J141 series and mandated cost claims. **E**
- Assist in preparing proposed capital plans for the District fleets including, but not limited to maintenance vehicles, activity vans, delivery trucks, other white fleet vehicles and miscellaneous motorized vehicles and equipment. Research and make recommendations to executive management as to the best types of vehicles that should be leased/purchased and assist department heads in scheduling replacement of their vehicles according to plan. **E**

MANAGER OF TRANSPORTATION (CONTINUED)

REPRESENTATIVE DUTIES: (Continued)

- Monitor school bell schedules and make recommendations when appropriate to support efficient transportation services. **E**
- Coordinate student transportation activities with school officials, department heads and other interested groups or individuals for the purpose of ensuring that District transportation needs are met. **E**
- Prepare reports for evaluation of fleet maintenance effectiveness and efficiency. Identify state statutes, rules and regulations related to transportation services and recommend policies consistent with these mandates. **E**
- Maintain routing and scheduling plans for each bus route and revise as needed. **E**
- Supervise District transportation clerical and technical staff. **E**
- Supervise field trip scheduling, billing approvals and interaction with users. **E**
- Supervise and coordinate all aspects of the District's vehicles and their service requirements necessary to conduct an efficient and cost effective preventative maintenance program. **E**
- Inspect school bus accident scenes and make appropriate reports. **E**
- Investigate all District transportation complaints and respond accordingly. **E**
- Develop regulations and procedures relating to transportation policies; develop recommendations for future transportation needs. **E**
- Attend appropriate staff and District meetings. **E**
- Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Routing and dispatching techniques related to pupil transportation
- Efficient bus routing and scheduling
- Advanced computer skills including Microsoft Office suite, databases, fleet management and transportation software (such as Zonar, Versatrans, and Transtrax)
- State and Federal laws and regulation as they apply to student transportation and maintenance of vehicles

MANAGER OF TRANSPORTATION (CONTINUED)

KNOWLEDGE AND ABILITIES: (Continued)

Knowledge of: (Continued)

- Applicable sections of California Education Code (CEC), California Code of Regulations (CCR) and the California Highway Patrol Manual (CHP 82.7)
- District, State and Federal rules and regulations related to the transportation of school pupils
- Department of Transportation Laws
- Record keeping techniques
- Principles and practices of administration, supervision and training
- Special Education student transportation needs and requirements
- Principles of leadership

Ability to:

- Plan, organize and coordinate a large transportation system
- Understand and follow oral/written directions
- Establish and maintain effective working relationships with others
- Plan and supervise personnel
- Evaluate situations and determine priorities
- Maintain accurate, current records
- Prepare and submit accurate reports
- Communicate effectively both orally and in writing
- Understand and monitor transportation service contracts
- Perform the essential functions of the job

EDUCATION AND EXPERIENCE:

An Associates (AA) degree or two (2) years of college coursework in Business Administration, Industrial Relations, Transportation, or a closely related field. Bachelor's Degree in a related field highly desired.

Three (3) years experience in school transportation operations involving routing, scheduling, pupil transportation and vehicle maintenance activities including one year in a supervisory or managerial capacity, preferably with an organization busing 3,000 students or more daily.

Experience in planning for various special transportation purposes such as scheduling home-to-school, special education, and field trip buses highly desired.

LICENSES AND OTHER REQUIREMENTS:

Valid California Driver's License, Class C required

Valid California driver's license Class B with passenger endorsement highly desired

MANAGER OF TRANSPORTATION (CONTINUED)

WORKING CONDITIONS:

Environment:

- Office, school, outdoors, and community environment
- Community based field visits
- Drive a vehicle to conduct work

Physical Abilities:

- Hearing and speaking to exchange information in person or on the telephone
- Seeing to read a variety of materials and drive a vehicle
- Bending at the waist, kneeling or crouching
- Lifting, carrying or pushing objects, normally not exceeding forty (40) pounds

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

Board Approved:

AGENDA ITEM BACKUP SHEET
July 22, 2014

Board Meeting

TITLE: **Ratification of Collective Bargaining Agreement with Communications Workers of America, Local Chapter 9510 for 2014-17 School Years**

ITEM: **Action**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board ratification of the Collective Bargaining Agreement with the Communications Workers of America, Local Chapter 9510 (CWA) for the 2014-17 school years.

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. The Public Disclosure was held at a regular Board meeting on June 24, 2014.

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:

Approve the ratification of the Collective Bargaining Agreement with Communications Workers of America, Local Chapter 9510 (CWA) for the 2014-17 school years.


MAM:nr

Agreement
Between
Communications Workers
of America
And
Santa Ana Unified
School District
2014-2017

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Article 1

RECOGNITION

The District hereby acknowledges the COMMUNICATIONS WORKERS OF AMERICA hereinafter referred to as the Union, as the exclusive bargaining representative for all substitute teachers, excluding employees who are on the SAUSD re-employment list due to layoff.

Article 2
UNION RIGHTS

Section 1 - Facilities

The Union shall have the right to use District facilities at reasonable times, providing that requests for the use of facilities shall be submitted on regular District forms.

Section 2 - Reasonable Time

For the purpose of the Article, “reasonable time” shall be defined to mean in part not interfering with or interrupting the instructional program.

Section 3 - Communication

The District will provide a link on the District website to the Union website.

Section 4 - Right of Access

An authorized Union representative shall, in accordance with the conditions noted herein, have the right of reasonable access to District facilities for the purpose of contacting unit members and conducting Union business. Upon arriving at the school site, any representative shall first report to the office of the site administrator to announce his/her presence. Contacts with unit members shall be limited to non-classroom teaching hours such as breaks, duty free lunch periods, and before and after school.

Section 5 - Bargaining Unit

The District shall include in the hire packet for new substitute teachers materials provided by the Union, which will include relevant information as well as dues deductions and membership application forms. The District shall promptly forward any completed forms to the Union. The District annually will provide the Union with a list of all bargaining unit members.

Article 3
DISTRICT RIGHTS

Section 1 – District Powers, Rights, and Authority

It is understood and agreed that, except as limited by the terms of this Agreement, the District retains all of its powers and authority to direct, manage, and control to the extent allowed by the law. Included in, but not limited to, those duties and powers are the following rights: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals, and objectives; ensure the rights and

educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine District curriculum; design, build, move, or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work, and take any action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, evaluate, promote, demote, terminate, and discipline employees. This section in no way limits other District powers as granted by law or practice.

Article 4

PERSONNEL FILES

Section 1 - Access

Every unit member shall have the right to inspect their own personnel file upon request provided that the request is made at a time when such person is not at work.

Section 2 - Release of Materials

Upon written authorization by the unit member, a representative of the Union shall be permitted to examine materials in the unit member's personnel file as set forth in Section 1 of this Article.

Section 3 - Copies of Materials

Unit members will be provided a copy of any materials placed in the personnel file except for any preemployment material.

Section 4 - Derogatory Material

Information of a derogatory nature shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter and have attached to any such derogatory statement, his/her own comments thereon so long as the written comments are received by District HR Department no later than ten (10) calendar days after the above notice.

Section 5 - Confidentiality

Material in personnel files shall be considered as confidential. Other than access by District administration and staff, access to personnel files shall be limited to the unit member and the unit member's representative as set forth above in this Article.

Article 5

HEALTH AND SAFETY

Section 1 – Substitute Handbook

The District shall provide a safe workplace and shall provide safety equipment necessary to permit bargaining unit members to perform their jobs safely. A substitute will be provided with a Substitute Handbook which contains material dealing with Health and Safety.

Section 2 - Unsafe Conditions

When a substitute teacher reports a hazard or unsafe condition in the workplace, the supervisor or District safety representative shall investigate and take appropriate corrective action.

Section 3 - Safety Committee

The Union shall have a representative on the District's safety committee. The District agrees to meet with representatives of the Union at least annually to discuss health and safety issues.

Article 6

UNION SECURITY

Section 1 - Payroll Deduction of Membership Dues

Any member of the bargaining unit may apply for membership in the Union and may exercise their rights under Government Code section 3546 for the District to collect the fees by way of payroll deductions.

Section 2 - Fair Share

Any bargaining unit member who is not a member of the Union, or who does not make application for membership within thirty (30) days of the effective date of this agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Union or pay to the Union a service fee. The service fee shall be established by the Union, but shall not be more than the Union dues. The service fee shall be payable to the Union in the same manner as required for the payment of membership dues.

Section 3 – Dues and Fees

All dues and fees collected by the District shall be transmitted to the Union by the District following each payroll period and a list of the names of employees paying these dues and fees.

Section 4 - Alternate Payment

In the event a bargaining unit member will not, for reasons of religious objection as provided for

in Government Code section 3546.3, pay the service fee to the Union, he/she shall not be required to join, maintain membership in or financially support the Union as a condition of employment, except that such bargaining unit member shall be required, in lieu of the service fee, to pay a sum equal to such service fee to the Santa Ana Schools Foundation. Such payment must be made within thirty (30) days of the effective date of this agreement or within thirty (30) days from the date of commencement of assigned duties with the bargaining unit whichever is later. Proof of payment shall be made on a monthly basis to the Union and District as a condition of continued exemption from the provisions of Section 1 and 2 above. Proof of payment shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom payment was made, in lieu of the service fee payment. Such proof of payment shall be made on or before the last day of the month in which the bargaining unit member works.

Section 5 - Indemnification

The Union shall indemnify, defend and hold harmless the District against any and all claims and demands resulting from the operation of this Article.

Article 7

NON-DISCRIMINATION

Neither the District nor the Union shall discriminate against any employee on the basis of race, color, religion, sex, national origin, age, marital status or sexual orientation or because the person is disabled or a disabled veteran.

Article 8

GRIEVANCE PROCEDURE

Section 1 - Definition

- A. A grievance is a written allegation by a member of the bargaining Unit that they have been adversely affected by an alleged violation, misinterpretation or misapplication of a provision of this agreement.
- B. The immediate supervisor is the lowest level of administrator having jurisdiction over the grievance.
- C. "Day" means school day during which students are required to be in attendance.

Section 2 - General Provisions

- A. Every member of the bargaining unit shall have the right to present grievances in

accordance with these procedures with or without Union representation. Nothing contained in this Article shall be construed to prevent any individual bargaining unit member from discussing a problem with an agent of the District.

- B.** Any bargaining unit member at any time may present grievances to the District and have such grievances adjusted, without the intervention of the Union, and the adjustment is not inconsistent with the terms of this agreement. The District shall not agree to a resolution of the grievance until the Union has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response. Any response by the Union must be submitted within 10 calendar days of receipt of the proposal resolution.
- C.** Conferences under this procedure shall be conducted at a time and place that will afford an opportunity for all persons entitled to be present, to attend and will be held, after the regular hours of instruction or during the non-teaching time of personnel involved.

Section 3 - Levels of the Grievance Procedure

- A.** Level 1 - Any member of the bargaining unit who has a grievance shall reduce such matter to writing within fifteen (15) days after the member is reasonably expected to have knowledge of the event that caused the grievance. The grievance shall be submitted to the immediate supervisor who shall schedule a meeting with the member and/or the Union representative in an attempt to resolve the matter. Such meeting and a response in writing shall be made within ten (10) days after submission of the grievance.
- B.** Level 2 - If the grievance is not resolved at Level 1, a written notice of appeal to Level 2 shall be served by the grievant or the Union on behalf of the grievant, to the District within ten (10) days following the District Level 1 response. The District shall schedule a Level 2 meeting within ten (10) days of the appeal to Level 2. The meeting shall include the grievant and/or the grievant's Union representative, the Superintendent or designee and whomever else the Superintendent elects to have present. A written response will be issued by the District within five (5) days of the Level 2 meeting and this shall be the final ruling regarding the grievance.

Section 4 -Waivers

- A.** Any of the time limits set forth in this Article may be waived or extended by written agreement between the parties.
- B.** Any of the levels or steps in this Article may be waived by written agreement by the parties.

Article 9

LABOR MANAGEMENT RELATIONS

The Union and the District shall meet three times during the school year to discuss issues of mutual concern, including but not limited to the use and implementation of automated scheduling systems. Each side shall be represented by no more than three representatives.

Article 10

WAGES

Section 1 - Day-to-Day Substitution

Substitute teachers shall receive one hundred five dollars (\$105.00) per day each full day of substitute work.

Section 2 – Long Term Substitution

Long term substitutes shall receive one hundred twenty dollars (\$120.00) per day for each full day of substitution when the assignment exceeds ten (10) days. The rate shall be retroactive to the first day of assignment. Long term substitution is defined as more than ten (10) consecutive days taught in the same assignment within a given school year.

Section 3 – Retiree Substitutes

Any retiree from the District who retires as a teacher and performs substitute service shall receive one hundred twenty dollars (\$120.00) per day for each full day of substitute service.

Section 4 -Specific Additional Assignments

If a substitute at the Intermediate School or High School level is required by the site administrator to work during an absent teacher normally assigned Conference Period, he/she shall be compensated at a portionate rate of the daily rate at the established rate for such substitute teacher.

Section 5 -Work Day

The assigned work day shall be equivalent to the absent teacher work day. The substitute shall report to the principal's office one half hour before classes are scheduled to begin and shall remain on duty at school until the end of the regular work day (check with principal or secretary) or until all professional duties are completed.

Section 6 -Duties

The substitute shall as part of his/her regular day, supervise students, deliver lessons, and participate in professional development activities and any other duties of a classroom teacher.

Section 7 -Minimum Day

Substitute employees called into work by the District and who work less than four (4) hours will be paid half of their daily rate and if the substitute works four (4) hours or more they are paid for a full day.

Section 8 -Hourly Wage

The hourly wage shall be determined by dividing the daily salary rate by six (6).

Section 9 – Interview Guarantee

Substitute employees who have worked 60 days or more in the previous two years are guaranteed interviews for public posted teaching assignments for the next school year if they submit a request in writing.

Article 11

CONCERTED ACTIVITIES

Section 1 – Union Obligations

It is agreed and understood that there will be no strike, work stoppage, slowdown, or any concerted action or other interference with the operations of the District by the Union or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other employee organizations to engage in such activity. The Union recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all union members to do so. In the event of a strike, work stoppage, slowdown, concerted action, or other interference with the operations of the District by union members who are represented by the Union, the Union agrees, in good faith, to take all necessary steps to cause those union members to cease such action.

Section 2 – Breach of Agreement

It is understood that in the event Section I above is violated, this Agreement shall be breached and the District may elect to withdraw any rights, privileges, or services provided for herein from any union members or the Union.

Section 3 – District Obligations

During the term of this Agreement or any extension thereof, the District agrees that it will not lockout its employees.

Article 12

EFFECT OF AGREEMENT

Section 1 – Complete Understanding

The Union and the District acknowledge that during the negotiations which resulted in this Agreement, each party had the legal right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the Parties after the exercise of these rights and opportunities are set forth in this Agreement. Therefore, the District and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject matter whether referred to or not in this Agreement, even though such subjects may not have been within the knowledge or contemplation of either or both of the Parties at the time they negotiated or signed this Agreement.

Article 13

SAVINGS

If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision shall not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions will continue in full force and effect. In the event of suspension or invalidation of any Article or Section of this Agreement, the Parties agree to meet and negotiate on the issue at a mutually agreeable time and place after such determination.

Article 14

TERM OF AGREEMENT

Section 1 - Duration

The term of the Agreement shall be three (3) years:

July 1, 2014 through June 30, 2017

Section 2 - Successor Negotiations

No sooner than March 1, 2017 and no later than April 1, 2016 preceding expiration of this Agreement, the Union shall present its initial proposals. At a date to be determined by the Parties, the Union and the District shall commence meeting and negotiating for a successor Agreement. Any Agreement reached between the Parties shall be reduced to writing and, if ratified by the Union and adopted by the Board of Trustees, signed by both Parties. The Union, at its option, may reopen negotiations for the 2014-2015 school year following January 1, 2015 only on the subject of compensation. In addition the Union, at its option, may reopen negotiations for the 2015-2016 and 2016-2017 school years only on the subject of compensation. If the Union desires to exercise this option, it must submit a specific written proposal by May 15, 2015 or May 15, 2016 respectively.

SANTA ANA UNIFIED SCHOOL DISTRICT

CWA DISTRICT 9

Date _____

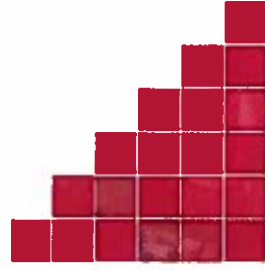
CWA LOCAL 9510

Date _____



Santa Ana
Unified School District

Communication Workers of America (CWA) Local Chapter 9510





Santa Ana
Unified School District

ARTICLE I – Recognition:

- Exclusive bargaining representative for all substitute teachers

ARTICLE II – Association Rights:

- Communicate with members
- Use of District Facilities
- Collection of dues

ARTICLE III – District Rights:

- Authority to direct, manage, and control to the extent allowed by law



ARTICLE IV – Personnel Files:

- Access to their own personnel files upon request
- Right to see disciplinary letters before being placed in personnel file
- Personnel files to be considered as confidential

ARTICLE V – Safety:

- District to provide a safe workplace
- Substitute provided a handbook dealing with Health and Safety
- Representative on District Safety Committee



ARTICLE VI – Union Security:

- Payroll deduction of dues
- May pay service fee, if requested, in lieu of Union dues
- If religious objections, the service fee shall be paid to Santa Ana Schools Foundation

ARTICLE VII – Non-Discrimination:

- Neither District nor Union shall discriminate based on race, color, religion, sex, national origin, age, marital status, sexual orientation, or disability

ARTICLE VIII – Grievance Procedure:

- Due process that includes 2 levels and stops at HR level



ARTICLE IX – Labor Management Relations:

- District and Union agree to meet three times per year to discuss mutual concerns

ARTICLE X – Wages:

- \$105.00 daily rate \$120.00 long term rate (10 consecutive days in same assignment)
- Retired SAUSD teachers shall be paid \$120.00 daily rate
- Upon written request, guarantee interview if subbed for SAUSD 60 days in the past 2 years



ARTICLE XI – Concerted Activities:

- No strike, work stoppage, slowdown, and concerted actions of interference with District operations

ARTICLE 12 & 13:

- Effect of Agreement
- Savings

ARTICLE 14 – Term of Agreement:

- 3 year term July 1, 2014 thru June 30, 2017
- Reopener after January 1, 2015
- 2015-2016 & 2016-2017

AGENDA ITEM BACKUP SHEET
July 22, 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