

*Santa Ana Unified School District
Board of Education*

Board Meeting Agenda

**Tuesday, August 26, 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
AUGUST 26, 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 Government Code Section 54956.9 (a) (b) (1) and (c):

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION: SUSD-003915

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

PUBLIC EMPLOYMENT – Assistant Principal Elementary School; Assistant Principal Intermediate School(s); Assistant Principal High School(s); Early Learning Specialist; Grant Writer; Manager of Grounds Maintenance; Manager of Logistics; Manager of Transportation; Coordinator of Special Projects (ROP)

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

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

RECONVENE REGULAR MEETING

6:00 P.M. MEETING

PLEDGE OF ALLEGIANCE

RECOGNITION / ACKNOWLEDGMENT

- Assistance League of Santa Ana – Operation School Bell
- Introduction of New Administrative Assignments for 2014-15 School Year

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 - July 22, 2014 and Minutes of Annual Board Retreat - July 25, 2014
- 1.2 Orange County Department of Education Fourth Quarterly Report on Williams Settlement Legislation for Teacher Assignment Monitoring for Fiscal Year 2013-14
- 1.3 Authorization to Obtain Bids for Personal Computers, Laptops, and Computer Peripherals Districtwide
- 1.4 Approval of Agreement with Transforming Education, A Program of The National Center on Time and Learning for Confidential Data Exchange for 2014-16 School Years
- 1.5 Ratification of Adoption of Resolution No. 14/15-3020 – Authorization of Prekindergarten and Family Literacy Program Support Contract for 2014-15 Program Year
- 1.6 Approval of Payment and Reimbursement of Costs Incurred for Related Services for Students with Disabilities for 2014-15 School Year
- 1.7 Approval of Agreement with Kern County Superintendent of Schools to Evaluate AmeriCorps Program for 2014-15 School Year
- 1.8 Approval of Memorandum of Understanding with Phoenix House Behavioral Health Intervention & Support Services
- 1.9 Ratification of Agreement with Orange County Superintendent of Schools, Region 9 Local Educational Consortium for Administration of Medi-Cal Administrative Activities
- 1.10 Ratification of Purchase Order Summary and Listing of Orders \$25,000 and Over for Period of June 25, 2014 through July 22, 2014

- 1.11 Ratification of Expenditure Summary and Warrant Listing for Period of June 25, 2014 through July 22, 2014
- 1.12 Approval/Ratification of Listing of Agreements/Contracts with Santa Ana Unified School District and Various Consultants Submitted for Period of June 25, 2014 through July 22, 2014
- 1.13 Approval of School Meal Support to Santa Ana Nonpublic Schools Through National School Lunch Program for 2014-15 School Year
- 1.14 Approval of Rejection of Government Code §910 and §910.2 Claim Against Santa Ana Unified School District – File Number: 14-16943 RV
- 1.15 Approval of Technical Submission of General Waiver on Behalf of Orange County Educational Arts Academy Charter School Transitional Kindergarten Program to State Board of Education
- 1.16 Authorization to Utilize Western States Contracting Alliance Master Price Agreement with Lenovo for Purchase of Computer Equipment Supplies Districtwide
- 1.17 Approval of Deductive Change Order No. 1 for Bid Package No. 13 Heating, Ventilation, and Air Conditioning at Wilson Elementary School Under Modernization Program
- 1.18 Authorization to Obtain Request for Qualifications for Engineering and Geotechnical Services
- 1.19 Approval of Personnel Calendar Including the Transition of Specific Staff Members with such Topics as: Hiring, Promotions, Transfers, Resignations, Retirements, and Leaves
- 1.20 Acceptance of Gifts in Accordance with Board Policy 3290 – Gifts, Grants, and Bequest

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 Material Revision of NOVA Academy Charter Petition

PRESENTATIONS

- Summer Enrichment Program Update
- OC Gang Reduction and Intervention Partnership (OC GRIP)
- Nutrition Services Financial Update and Fiscal Crisis Management Assistance Team Study Report

REGULAR AGENDA - ACTION ITEMS

- 2.0 Ratification of Adoption of Resolution No. 14/15-3021 – Authorization of Contract for California State Preschool Funding for 2014-15 Program Year
- 3.0 Ratification of Approval of Contract for Head Start Funding for 2014-15 Program Year
- 4.0 Approve or Deny Charter Petition for Proposed Achievement Peaks Academy Charter School and if Denied Adopt Resolution No. 14/15-3022 Effectuating that Action
- 5.0 Authorization to Award Contract for Five-Year Maintenance Service Agreement for Computer Controlled Energy Management and Security System
- 6.0 Authorization to Award Contracts for Purchase of Paper/Plastic/Food Wrapping and Non-Food Supplies for Nutrition Services Department
- 7.0 Authorization to Award Contracts for Purchase of Office Supplies, School Paper and Instructional Supplies for Warehouse Stock
- 8.0 Approval of New Job Description, Director of Educational Options
- 9.0 Adoption of Resolution No. 14/15-3028 - Proclaiming September 15 through October 15, 2014 as National Hispanic Heritage Month

BOARD REPORTS

- Board Reports / Activities

ADJOURNMENT

FUTURE MEETING - The next Regular Meeting of the Board of Education will be held on Tuesday, September 9, 2014, at 6:00 p.m.

AGENDA ITEM BACKUP SHEET
August 26, 2014

Board Meeting

TITLE: Assistance League of Santa Ana – Operation School Bell

ITEM: Recognition

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

PREPARED BY: Deidra Powell, Chief Communications Officer

BACKGROUND INFORMATION:

The purpose of this agenda item is to recognize the Assistance League of Santa Ana for their continued support of the children of the Santa Ana Unified School District (SAUSD) through Operation School Bell.

RATIONALE:

Operation School Bell provides school uniforms and backpacks filled with school supplies to SAUSD children from families in need of assistance to promote learning, improve school attendance, and enhance self-esteem.

Operation School Bell is a service of Assistance League of Santa Ana, a 501(c)(3), non-profit organization established in 1935.

FUNDING:

Not Applicable

RECOMMENDATION:

Recognize the Assistance League of Santa Ana – Operation School Bell.

RLM/dp

AGENDA ITEM BACKUP SHEET
August 26, 2014

Board Meeting

TITLE: Introduction of New Administrative Assignments for 2014-15 School Year

ITEM: Recognition

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to introduce the new administrative assignments for the 2014-15 school year.

For information only.

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

MINUTES

REGULAR MEETING
SANTA ANA BOARD OF EDUCATION

July 22, 2014

CALL TO ORDER

The meeting was called to order at 5:22 p.m. by Board President Yamagata-Noji. Other members in attendance were Mr. Richardson and Mr. Palacio.

Cabinet members present were Dr. Miller, Dr. Phillips, Dr. Haglund, Mr. McKinney, Ms. Lohnes, and Mr. Dixon. Ms. Miller and Dr. Rodriguez were not in attendance.

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 5:22 p.m. to consider legal issues, negotiations, and personnel matters.

Ms. Iglesias arrived during Closed Session.

RECONVENE OPEN MEETING

The Regular Board meeting reconvened at 6:16 p.m.

PLEDGE OF ALLEGIANCE

The meeting was opened with the Pledge of Allegiance led by Board Member Palacio.

SUPERINTENDENT'S REPORT

Dr. Miller opened his report by providing a brief description of the various offerings provided by the SAUSD Summer Enrichment Programs. Superintendent Miller mentioned the upcoming K-12 production of the Wizard of Oz. He provided an update on Healthnuts and Handlebars completing their bicycle trek across the United States and exceeding their goal of \$12,000 for the Kevin Armstrong MD Memorial Sports Foundation. Dr. Miller concluded his remarks by announcing that Board President Yamagata-Noji was selected as the 2014 recipient of the Dr. John W. Rice Diversity and Equity Award. She was recognized for her long-standing commitment to promoting and enhancing diversity at Mt. San Antonio and Chaffey Colleges' Online to College Program, where she is the Vice President of Student Services.

PUBLIC PRESENTATIONS

Dr. Yamagata-Noji asked those wishing to address the Board on matters related to agenda items to step to the lectern. Candace Chromy and Kevin Cabrera addressed the Board regarding the upcoming events at the Heritage Museum of Orange County. Clay Bock addressed the Board related to Chief Rodriguez from School Police. Araceli Cazales addressed the Board related to the Toyama Karate after school program.

1.0 APPROVAL OF CONSENT CALENDAR

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

- 1.4 Approval of Elementary and Intermediate School Site Mandatory Uniform Dress Plans
- 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

It was moved by Mr. Richardson, seconded by Dr. Yamagata-Noji, and carried 4-0, Mr. Hernández not in attendance, to approve the remaining items on the Consent Calendar as follows:

- 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

- 1.5 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

324315 - Century

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

303832 - Saddleback

For the violation of Education Code Section 48900, paragraph A, .4 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.

316943 - Saddleback

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.

328827 - Sierra

For the violation of Education Code Section 48900, paragraph A, .4 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.

321243 - Valley

For the violation of Education Code Section 48900, paragraph B that the Board expel the student from the schools of the District, and that the student may apply for readmission on or after July 22, 2015.

323132 - Valley

For the violation of Education Code Section 48900, paragraph B that the Board expel the student from the schools of the District, and that the student may apply for readmission on or after July 22, 2015.

316008 - Valley

For the violation of Education Code Section 48900, paragraph B that the Board expel the student from the schools of the District, and that the student may apply for readmission on or after July 22, 2015.

310710 - Valley

For the violation of Education Code Section 48900, paragraph B that the Board expel the student from the schools of the District, and that the student may apply for readmission on or after July 22, 2015.

- 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
- 1.21 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:

- 1.4 Approval of Elementary and Intermediate School Site Mandatory Uniform Dress Plans

It was moved by Dr. Yamagata-Noji, seconded by Mr. Richardson, and carried 4-0, Mr. Hernández not in attendance, to approve the elementary and intermediate school site Mandatory Uniform Dress plans.

- 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

It was moved by Mr. Palacio, seconded by Mr. Richardson, and carried 4-0, Mr. Hernández not in attendance, to 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.

- 1.19 Approval of Agreement with ParentLink for 2014-15 School Year

It was moved by Dr. Yamagata-Noji, seconded by Mr. Richardson, and carried 4-0, Mr. Hernández not in attendance, to approve the ParentLink for the 2014-15 school year to provide an automated messaging system and mobile application (app.)

- 1.20 Adoption of Resolution No. 14/15-3019 - Establish Temporary Interfund Transfers

It was moved by Mr. Palacio, seconded by Ms. Iglesias, and carried 4-0, Mr. Hernández not in attendance, to adopt Resolution No. 14/15-3019 to establish temporary interfund transfers for 2014-15 fiscal year.

ANNOUNCEMENT

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

PUBLIC HEARING

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

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

Nephi B. Aiono, Chief Executive Officer provided a brief presentation to the Board.

After hearing comments, Dr. Yamagata-Noji declared the Public Hearing closed.

PRESENTATIONS

40 Developmental Assets Program

Dr. Yamagata-Noji called Dr. Haglund, Deputy Superintendent, Educational Services to the lectern. He invited Patricia Gomez, Coordinator, Parent, Family and Community. Ms. Gomez provided background information to the Board with the assistance of three parent facilitators; Ms. Pena, Ms. Cazales, and Ms. Nunez.

End-of-Year Attendance Update: Creating an Attendance-Going Culture of Success

Dr. Yamagata-Noji called Ms. Lohnes, Assistant Superintendent, Support Services to the lectern. She invited Dr. Rodarte Llamas, Director, School Climate. Dr. Rodarte Llamas provided the Board attendance outcomes, overview, and a total absence summary.

Adult Transition Program for Students with Disabilities

Dr. Yamagata-Noji called Ms. Lohnes, Assistant Superintendent, Support Services to the lectern. She invited Ryan Murray, Coordinator, Adult Transition. Mr. Murray provided the Board a program overview, summary, and post school outcomes.

2013-14 Annual Update Santa Ana School Police Department

Dr. Yamagata-Noji called Dr. Rodriguez, Chief of School Police to the lectern. He provided the Board with the annual update which included vision and goals, overview, outcomes, accomplishments, and professional development.

Mr. Hernández arrived during presentations.

Discussion and Update on High School Athletic Fields

Dr. Yamagata-Noji called Mr. Dixon, Assistant Superintendent, Facilities and Governmental Relations to the lectern. He provided the Board with an update on athletic fields. After further discussion, the Board provided direction related to the planning of potential installation of artificial turf at school sites.

REGULAR AGENDA - ACTION ITEMS

2.0 APPROVAL OF SCHOOLWIDE SINGLE PLANS FOR STUDENT ACHIEVEMENT FOR 2014-15 SCHOOL YEAR

It was moved by Mr. Hernández, seconded by Mr. Palacio, and carried 5-0, to approve the Schoolwide Single Plans for Student Achievement for the 2014-15 school year.

3.0 ACCEPTANCE OF FEDERAL SCHOOL IMPROVEMENT GRANT FUNDING FOR VALLEY HIGH SCHOOL FOR 2014-17 SCHOOL YEARS

It was moved by Mr. Palacio, seconded by Ms. Iglesias, and carried 5-0, to accept the Federal School Improvement Grant (SIG) funding for Valley High School for the 2014-17 school years.

4.0 AUTHORIZATION TO REPAIR THE PIPE ORGAN AT SANTA ANA HIGH SCHOOL

It was moved by Mr. Richardson, seconded by Dr. Yamagata-Noji, and carried 5-0, to authorize staff to repair the pipe organ at Santa Ana High School to working condition.

5.0 AUTHORIZATION TO AWARD CONTRACTS FOR PURCHASE OF SPECIALTY PAPER FOR PUBLICATIONS DEPARTMENT AND COPIER PAPER SUPPLIES FOR WAREHOUSE STOCK

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

6.0 APPROVAL OF NEW JOB DESCRIPTION, MANAGER OF TRANSPORTATION

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

It was moved by Mr. Palacio, seconded by Mr. Richardson, and carried 5-0, to approve the ratification of the Collective Bargaining Agreement with Communications Workers of America, Local Chapter 9510 (CWA) for the 2014-17 school years.

BOARD AND STAFF REPORTS/ACTIVITIES

Ms. Iglesias

- Thanked Dr. Rodriguez for coordinating site visit observations at Godinez Fundamental High School, Carr Intermediate, Pio Pico and Kennedy Elementary Schools' Summer Enrichment Programs; refreshing to see students having fun and getting engaged; teachers were enthusiastic and motivated.

RECESS TO CLOSED SESSION

The Regular Board meeting was immediately recessed at 9:58 p.m. to consider personnel matters.

Ms. Lohnes and Mr. Dixon were not in attendance during Closed Session.

RECONVENE OPEN MEETING

The Regular Board meeting reconvened at 10:57 p.m.

REPORT OF ACTION TAKEN IN CLOSED SESSION

By a vote of 4-0, the Board took action to approve Workers' Compensation Stipulated Awards for certificated employee, as named in Closed Session - Claim Numbers: SUSD-007320 and SUSD-007345, in the amount of \$33,350.00.

Moved: Yamagata-Noji _____ Hernández _____ Richardson X Palacio _____ Iglesias _____

Seconded: Yamagata-Noji _____ Hernández _____ Richardson _____ Palacio X Iglesias _____

Ayes: Yamagata-Noji _____ Hernández _____ Richardson _____ Palacio _____ Iglesias _____

Noes: Yamagata-Noji _____ Hernández _____ Richardson _____ Palacio _____ Iglesias _____

Final Vote: Ayes 4 Noes 0 Abstain _____ Absent 1

By a vote of 3-2, the Board took action to appoint Maria Lopez-Guerra, Ed.D. to the position of Director of Community Relations.

Moved: Yamagata-Noji _____ Hernández _____ Richardson _____ Palacio X Iglesias _____

Seconded: Yamagata-Noji _____ Hernández X Richardson _____ Palacio _____ Iglesias _____

Ayes: Yamagata-Noji _____ Hernández _____ Richardson _____ Palacio _____ Iglesias _____

Noes: Yamagata-Noji _____ Hernández _____ Richardson _____ Palacio _____ Iglesias _____

Final Vote: Ayes 3 Noes 2 Abstain _____ Absent _____

By a vote of 5-0, the Board took action to appoint Donald (Don) Isbell to the position of Director of Regional Occupational Program (ROP)/Vocational Education Program.

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

By a vote of 5-0, the Board took action to appoint Diana Torres to the position of Principal at Heroes Elementary School.

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

By a vote of 5-0, the Board took action to appoint Erica Graves to the position of Principal at Romero-Cruz Elementary School.

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

By a vote of 5-0, the Board took action to appoint Michael A. Parra to the position of Principal at Century High School.

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

By a vote of 5-0, the Board took action to appoint David L. Richey to the position of Principal at Valley High School.

Moved: Yamagata-Noji _____ Hernández _____ Richardson _____ Palacio X Iglesias _____

Seconded: Yamagata-Noji _____ Hernández X Richardson _____ Palacio _____ Iglesias _____

Ayes: Yamagata-Noji _____ Hernández _____ Richardson _____ Palacio _____ Iglesias _____

Noes: Yamagata-Noji _____ Hernández _____ Richardson _____ Palacio _____ Iglesias _____

Final Vote: Ayes 5 Noes 0 Abstain _____ Absent _____

By a vote of 5-0, the Board took action to appoint Chad Greendale to the position of Assistant Principal at Carr Intermediate School.

Moved: Yamagata-Noji _____ Hernández _____ Richardson X Palacio _____ Iglesias _____

Seconded: Yamagata-Noji _____ Hernández X Richardson _____ Palacio _____ Iglesias _____

Ayes: Yamagata-Noji _____ Hernández _____ Richardson _____ Palacio _____ Iglesias _____

Noes: Yamagata-Noji _____ Hernández _____ Richardson _____ Palacio _____ Iglesias _____

Final Vote: Ayes 5 Noes 0 Abstain _____ Absent _____

By a vote of 5-0, the Board took action to appoint Nathan Arredondo to the position of Assistant Principal at McFadden Intermediate School.

Moved: Yamagata-Noji _____ Hernández _____ Richardson _____ Palacio X Iglesias _____

Seconded: Yamagata-Noji _____ Hernández X Richardson _____ Palacio _____ Iglesias _____

Ayes: Yamagata-Noji _____ Hernández _____ Richardson _____ Palacio _____ Iglesias _____

Noes: Yamagata-Noji _____ Hernández _____ Richardson _____ Palacio _____ Iglesias _____

Final Vote: Ayes 5 Noes 0 Abstain _____ Absent _____

By a vote of 5-0, the Board took action to appoint Marilen De La Cruz to the position of Assistant Principal at Sierra Preparatory Academy.

Moved: Yamagata-Noji _____ Hernández X Richardson _____ Palacio _____ Iglesias _____

Seconded: Yamagata-Noji _____ Hernández _____ Richardson X Palacio _____ Iglesias _____

Ayes: Yamagata-Noji _____ Hernández _____ Richardson _____ Palacio _____ Iglesias _____

Noes: Yamagata-Noji _____ Hernández _____ Richardson _____ Palacio _____ Iglesias _____

Final Vote: Ayes 5 Noes 0 Abstain _____ Absent _____

By a vote of 5-0, the Board took action to appoint Anne E. Harper to the position of Assistant Principal at Willard Intermediate School.

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

By a vote of 5-0, the Board took action to appoint Kathy Ochoa Mooneyham to the position of Assistant Principal at Godinez Fundamental High School.

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

By a vote of 5-0, the Board took action to appoint Matthew Cruz to the position of Principal at Chavez High School.

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

By a vote of 5-0, the Board took action to appoint Patrick K. Cornforth to the position of Principal at Lorin Griset Academy.

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

By a vote of 5-0, the Board took action to appoint Griselda Maldonado to the position of Assistant Principal at Carr Intermediate School.

Moved: Yamagata-Noji _____ Hernández X Richardson _____ Palacio _____ Iglesias _____

Seconded: Yamagata-Noji X Hernández _____ Richardson _____ Palacio _____ Iglesias _____

Ayes: Yamagata-Noji _____ Hernández _____ Richardson _____ Palacio _____ Iglesias _____

Noes: Yamagata-Noji _____ Hernández _____ Richardson _____ Palacio _____ Iglesias _____

Final Vote: Ayes 5 Noes 0 Abstain _____ Absent _____

ADJOURNMENT

There being no further business to come before the Board, Dr. Yamagata-Noji adjourned the meeting at 11:00 p.m.

The next Regular Meeting will be held on Tuesday, August 26, 2014, at 6:00 p.m.

ATTEST:

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

1 RESOLUTION NO. 14/15-3019

2 BOARD OF EDUCATION

3 SANTA ANA UNIFIED SCHOOL DISTRICT

4 ORANGE COUNTY, CALIFORNIA

5
6 RESOLUTION TO ESTABLISH TEMPORARY INTERFUND TRANSFERS

7
8 On MOTION by John Palacio seconded by Cecilia Iglesias and CARRIED, the following
9 resolution is adopted.

10
11 WHEREAS, the governing board of any school district may direct the moneys held
12 in any fund or account may be temporarily transferred to another fund or account of
13 the district for payment of obligations as authorized by Education Code Section
14 42603; and

15
16 WHEREAS, no more than 75% of the maximum of moneys held in any fund or account
17 during a current fiscal year may be transferred; and

18
19 WHEREAS, the transfer shall be accounted for as temporary borrowing between
20 funds or accounts and shall not be available for appropriation or be considered
21 income to the borrowing fund or account; and

22
23 WHEREAS, amounts transferred shall be repaid either in the same fiscal year,
24 or in the following fiscal year if the transfer takes place within the final 120
25 calendar days of a fiscal year;

26
27 NOW THEREFORE, BE IT RESOLVED, that the Governing Board of the Santa Ana
28 Unified School District, in accordance with the provisions of Education Code section
29 42603 adopts the following authorization for 2014-15 fiscal year to temporarily
30 transfer funds provided that all transfers are approved by the Superintendent or her
31 designee:

32
33 PASSED AND ADOPTED, by the Governing Board on July 22, 2014, by the following
34 vote:

35
36 AYES: Audrey Yamagata-Noji, Rob Richardson, John Palacio, Cecilia Iglesias

37 NOES:

38 ABSENT: José A. Hernández
39

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

WITNESS my hand this 22nd day of July, 2014.



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

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
 Board Meeting - July 22, 2014

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

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
 Board Meeting - July 22, 2014

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

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
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	May 23, 2014	June 20, 2014	Statutory
Martinez, Laura	Outreach Consultant	Early Childhood 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

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
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	May 23, 2014	June 20, 2014	Statutory
Martinez, Laura	Outreach Consultant	Early Childhood 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

Mark A. McKinney, Associate Superintendent, Human Resources

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

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - July 22, 2014

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 Grisct			
Kim, Duy		Lorin Grisct			

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
 Board Meeting - July 22, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
SUMMER SCHOOL TEACHERS (Continued)					
Lynd, Shenandoah		Chavez			
Molina, Fausto Jr.		Century			
Peterson, Erik		Lorin Grisnet			
Pinto, Franklin		Godinez			
Shelton, Arlyn		Lorin Grisnet			
Taconelli, 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/ Century			
McConnell, Amanda		Century			
Park, Cheryl		Century			
Pedroza, Maria		Adult Transition			
Shiple, Elizabeth		Mitchell			
Thurman, Patricia		Heninger			

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED 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	

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
 Board Meeting - July 22, 2014

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					
Curiel, 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					

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED 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					
Curjel, Danny					
Dervis, Nancy					
Duran, Santa					
Erikson, Tom					
Fe, Helen					
Field, Patricia					
Fischer, Charlene					
Gammig, Michael					
Garza, Cesar					
Henriquez, Noe					

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED 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.					

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - July 22, 2014

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
Birnie, 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

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

**Personnel Calendar
 Board Meeting - July 22, 2014**

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

CERTIFICATED PERSONNEL CALENDAR

**Personnel Calendar
 Board Meeting - July 22, 2014**

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

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

**Personnel Calendar
 Board Meeting - July 22, 2014**

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

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

**Personnel Calendar
Board Meeting - July 22, 2014**

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	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	

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
 Board Meeting - July 22, 2014

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, Maria		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

CERTIFICATED PERSONNEL CALENDAR

**Personnel Calendar
Board Meeting - July 22, 2014**

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	
Ridout-Schonborn, Arlette		Santa Ana	July 1, 2014	July 30, 2014	
Ruvalcaba, Jennifer		Century	July 1, 2014	July 30, 2014	
Rymet, 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

CERTIFICATED PERSONNEL CALENDAR

**Personnel Calendar
 Board Meeting - July 22, 2014**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
SUMMER SCHOOL COUNSELORS					
Sanchez, Marta		Century	July 1, 2014	July 30, 2014	
Valdez, Javier		Valley	July 1, 2014	July 30, 2014	
Valenzuela, Alba		Century	July 1, 2014	July 30, 2014	
Vazquez, Mireya		Century	July 1, 2014	July 30, 2014	
Villarreal, Nancy		Saddleback	July 1, 2014	July 30, 2014	

**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 BTSAs 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	Sr. Fd. Svc. Wkr.	Saddleback	September 30, 2014			33 years, 11 months
Mendez-Lizardo, Johanna	Sch. Off. Mgr. Elem.	Esqueda	September 12, 2014			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/ Language	June 19, 2014			Personal - 7 years, 9 months
Davalos, Sophia	SLPA	Century	August 1, 2014			Personal - 10 months
Hernandez, Michele	SSP Sp. Ed.	Century Transition Center	June 17, 2014			Personal - 1 year, 6 months
Lemus, Martha	Job Coach	Wilson	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
Soto, Angelica	Head Start Teacher	Broadway Childcare Center	June 20, 2014			Personal - 11 years, 9 months
Telarico, Christopher	Transportation Spvr.	Transportation Dept.	July 11, 2014			Personal - 12 years, 10 months
Torres, Rosaura	Site Clerk	Saddleback	June 30, 2014			Personal - 4 years, 3 months
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						
Olson, Justin	Alarm Monitor/Dispatcher	School Police	May 4, 2014	May 25, 2014		

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 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						
	Budget Technician	Budget Dept.	June 13, 2014	September 1, 2014		Statutory Leave
Pritchett, Jaime		Research & Evaluation	May 15, 2014	July 14, 2014		Correction of date
Quinoñes, Nancy	Admin. Clerk II					
FAMILY CARE & MEDICAL LEAVES/CFRA (California Family Rights Act) (3 to 20 duty days or more) - Paid						
	Community Worker	Mitchell	June 23, 2014	June 27, 2014		Statutory Leave
Chavez, Alejandra	Admin. Secretary Supt./Deputy					
Dominguez, Michelle	Superintendent	Supt's Office	June 16, 2014	June 20, 2014		Statutory Leave
	Admin. Secretary Supt./Deputy					
Dominguez, Michelle	Superintendent	Supt's Office	June 23, 2014	June 23, 2014		Statutory Leave
Garcia, Jenny	Custodian	Bldg. Svcs.	June 19, 2014	June 27, 2014		Statutory Leave
	Community and Family Outreach Liaison	Willard	June 13, 2014	June 30, 2014		Statutory Leave
Robledo, Ariadna						
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 Superintendent					
Dominguez, Michelle		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 Paraprofessional					
Barlow, Desmond		Jefferson	September 2, 2014	December 5, 2014		Personal
RECLASSIFICATION						
	Department Specialist	Transition Program	July 1, 2014		28/6	From Senior Administrative Clerk to Department Specialist
Cortez, Lisa						

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
PROBATIONARY APPOINTMENTS						
Garcia, Lucia	Teacher's Aide	ECE	August 29, 2014		10/1	
Luna Alvarez, Evelin	Instr. Asst. Sev. Dis.	Mitchell	June 11, 2014		20/1	
Nelson, Bobbie	Alarm Monitor/Dispatcher	School Police	February 7, 2013		22/1	
Ngo, Kathleen	Fiscal Assistant I	Child Development	July 1, 2014		26/1	
PROMOTIONAL APPOINTMENTS						
Austin, Josey	Payroll Specialist	Payroll	July 1, 2014		35/6	
Escobedo, Lorena	Custodian	Nutrition Services	July 1, 2014		23/2	
Ginez, Vanessa	District Centrex Operator	Human Resources	July 28, 2014		20/6	
Lopez, Diana	Instr. Asst. Sev. Dis. Autism	Community Day High 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	
Ornelas, Mark	Buyer	Purchasing Dept.	August 1, 2014		33/5	
Pham, Viet	User Service Analyst 1	Nutrition Services	July 23, 2014		48/1	

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
PROMOTIONAL APPOINTMENTS (Continuation)						
Zuniga-Magno, Oscar	Autism Paraprofessional	Saddleback	September 2, 2014		24/2	
REASSIGNMENTS (Change of work site)						
Arebalo, Martha	Autism Paraprofessional	Edison	September 2, 2014		24/6	
Guillen, Etil	Assistant Buyer	Purchasing 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			

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
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	
Ashbaugh, Timothy	School Police Officer	School Police	July 12, 2014	July 31, 2014	40/5 + Graveyard	
Benz, Michael	School Police Officer	School Police	July 1, 2014	July 12, 2014	40/6 + Graveyard	
Chambers, Dermont	School Police Officer	School Police	July 1, 2014	July 12, 2014	40/6 + Graveyard	
Chesmore, Brian	School Police Supervisor/Sergeant	School Police	July 12, 2014	August 19, 2014	46/5 + Graveyard	
Diaz, Jaime	Community and Family Outreach Liaison	Willard	June 17, 2014	June 30, 2014	36/1	
Escobedo, Angel	Sr. Groundskeeper	Bldg. Svcs. Transportation Dept.	July 1, 2014	July 31, 2014	30/5	
Garrow, Debra	Transportation Spvr.		July 14, 2014	September 30, 2014	44/3	
Hernandez, Alvaro	Plant Custodian Elem.	Bldg. Svcs.	June 12, 2014	June 27, 2014	28/5	
Johnson, Michael	School Police Officer	School Police	July 1, 2014	July 12, 2014	40/6 + 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	
Mejia, Damacio	Storekeeper	Nutrition Services	July 1, 2014	June 30, 2015	28/6	
Menera, Fernando	Plant Custodian Int.	Villa	May 12, 2014	June 6, 2014	32/6	
Nguyen, Ha	ROP Operations	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	
Pham, Viet	User Services	Nutrition	June 2, 2014	July 22, 2014	51/1	
Pulido, Daniel	Analyst II	Services	June 16, 2014	June 20, 2014	32/3	
Sanchez, Eva	Budget Technician	Lathrop	July 1, 2014	September 30, 2014	39/4	
Singer, Brian	School Police Officer	Budget Dept.	July 1, 2014	July 31, 2014	40/2	
Valencia-Lopez, Karina	Sr. Fd. Svc. Wkr.	School Police Nutrition Services	June 2, 2014	June 19, 2014	13/6	
SALARY ADJUSTMENT						
Nelson, Bobbie	Alarm 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 I	\$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	\$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		
Recognition Extra Duty Compensation (Ratification)	Garfield	Title I	\$500	June 12, 2014
EL Literacy Support	Mendez	General Funds	\$1,000	July 23, 2014
Extra Duties - Clerical	Mendez	General Funds	\$4,000	August 1, 2014
Extra Duties - Computer Technician	Mendez	General Funds	\$1,000	August 1, 2014
Extra Duties - Library Media Technician	Mendez	General Funds	\$500	August 1, 2014
Extra Duty	Carr	Title I	\$1,000	August 1, 2014
Extra Duty Assignment for Classified Staff	Villa	General Funds	\$3,000	August 1, 2014
Extra Duty - Classified	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 Support Services	Title X Part A Set-Aside Budget	\$5,000	September 2, 2014
Office Duties (Ratification)	Edison	General Funds	\$2,000	July 1, 2014
Office Extra Duty	Heroes	Site Discretionary	\$1,500	September 1, 2014

**AGENDA ITEMS REQUESTS
CLASSIFIED
2014-15 School Year**

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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

Board of Education
Minutes
July 22, 2014

AGENDA ITEMS REQUESTS
CLASSIFIED
2014-15 School Year

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
Translating/Extra Duty	Heroes	Site Discretionary	\$1,500	September 1, 2014
Translating for Conferences - I.A.	Garfield	Site Discretionary	\$2,420	July 23, 2014
Translating Services	Edison	Site Discretionary	\$3,000	July 23, 2014
Translating Support - Classified	Garfield	Site Discretionary	\$1,000	July 23, 2014
Translator/Extra Help	King	Site Discretionary	\$2,000	August 7, 2014
Tutors	Mendez	Unrestricted	\$10,000	September 2, 2014
Visual Performing Arts Custodial Extra Duty	McFadden	General Funds	\$750	September 1, 2014
Visual Performing Arts Stage Manager Extra Duty	McFadden	General Funds	\$500	September 1, 2014

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

Minutes School: July 22, 2014	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

Minutes Book Page 52		Board of Education Minutes July 22, 2014		
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



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

Minutes
July 22, 2014
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: July 22, 2014

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

MINUTES

ANNUAL BOARD RETREAT
SANTA ANA BOARD OF EDUCATION

July 25, 2014

CALL TO ORDER

The meeting was called to order at 7:30 a.m. by Board President Yamagata-Noji, other members in attendance were Mr. Hernandez, Mr. Richardson, and Mr. Palacio. Ms. Iglesias arrived at 7:55 a.m.

Cabinet members present were Dr. Miller, Dr. Phillips, Mr. McKinney, Ms. Lohnes, Mr. Dixon, and Ms. Miller. Dr. Rodriguez was not present at the meeting.

CLOSED SESSION PRESENTATIONS

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

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

RECESS TO CLOSED SESSION

The Regular Board meeting was immediately recessed to consider the Superintendent's quarterly review.

RECONVENE OPEN MEETING

The Regular Board meeting reconvened at 7:40 a.m.

PLEDGE OF ALLEGIANCE

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

PUBLIC PRESENTATIONS

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

DISCUSSION

Board Goals and Priorities for 2014-15 School Year

Board President Yamagata-Noji began the discussion by asking Board Members to identify priorities for the 2014-15 school year. Superintendent Miller then reviewed a PowerPoint presentation of goals and metrics for 2014-15. Following the Superintendent, Cabinet members provided insights pertaining to their specific department for the new year.

ADJOURNMENT

There being no further business to come before the Board, Dr. Yamagata-Noji adjourned the meeting at 9:45 a.m.

The next Regular Meeting will be held on Tuesday, August 26, 2014, at 6:00 p.m.

ATTEST:

Secretary
Santa Ana Board of Education

AGENDA ITEM BACKUP SHEET
August 26, 2014

Board Meeting

TITLE: **Orange County Department of Education Fourth Quarterly Report on Williams Settlement Legislation for Teacher Assignment Monitoring for Fiscal Year 2013-14**

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 present to the Board of Education the results of the Orange County Department of Education's (OCDE) fourth quarterly report pursuant to the Williams Settlement Legislation as required by Education Code Section 1240(2)(H). To ensure compliance, the OCDE is charged with the responsibility to conduct site reviews at decile 1-3 schools.

The OCDE has reviewed and completed the 2013-14 fourth quarter teacher assignment monitoring for schools in deciles 1-3. The District did not report any teacher vacancies for this quarterly report.

RATIONALE:

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

FUNDING:

Not Applicable

RECOMMENDATION:

Presented for informational purposes.



**Williams Settlement Legislation
Santa Ana Unified School District
Fourth Quarter Report
Fiscal Year 2013-2014**

Prepared by the Orange County Department of Education

TEACHER MONITORING SUMMARY

School	Teacher Misassignments ¹	English Language Learner Misassignments ²	Teacher Vacancies ³	Teacher Vacancies Filled
Carver Elementary	0	0	0	0
Century High	0	0	0	0
Davis Elementary	0	0	0	0
Garfield Elementary	0	0	0	0
Heroes Elementary	0	0	0	0
Hoover Elementary	0	0	0	0
Kennedy Elementary	0	0	0	0
Lathrop Intermediate	0	0	0	0
Lincoln Elementary	0	0	0	0
Lowell Elementary	0	0	0	0
McFadden Intermediate	0	0	0	0
Pio Pico Elementary	0	0	0	0
Roosevelt Elementary	0	0	0	0
Saddleback High	0	0	0	0
Santa Ana High	0	0	0	0
Sepulveda Elementary	0	0	0	0
Sierra Preparatory	0	0	0	0
Spurgeon Intermediate	0	0	0	0
Valley High	0	0	0	0
Walker Elementary	0	0	0	0
Willard Intermediate	0	0	0	0
Wilson Elementary	0	0	0	0

¹ The California Commission on Teacher Credentialing (CCTC) considers it a misassignment when a teacher lacks the proper subject-matter authorization, a proper teaching credential, or the appropriate authorization or credential to teach English Learners if one or more English Learners are assigned to the class. The Williams Settlement Legislation requires that county superintendents report to the CCTC the number of English Learner related misassignments involving classes in which 20% or more of the students are English Learners.

² English Language Learner (ELL) misassignments occur if the teacher was lacking the appropriate authorization and training to teach ELL and 20% or more of the students were English Language Learners.

³ A teacher vacancy occurs if 20 working days after school begins for the semester, a single designated teacher has still not been assigned to teach the class for the entire year or semester [Education Code 35186(h)(3) and California Code of Regulations Title 5 4600(b)].

AGENDA ITEM BACKUP SHEET
August 26, 2014

Board Meeting

TITLE: **Authorization to Obtain Bids for Personal Computers, Laptops, and Computer Peripherals Districtwide**

ITEM: **Consent**

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

PREPARED BY: **Ricardo Enz, Director of Information Technology**
Jonathan Geiszler, Director, Purchasing & Stores

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to obtain bids for the purchase of personal computers, laptops, and computer peripherals Districtwide.

RATIONALE:

At its June 22, 2010 meeting, the Board authorized staff to award a contract to Arey Jones Educational Solutions for the purchase of personal computer equipment for a period of three years, with the option of two, one year extensions, pursuant to Bid #12-10. The bid expires on June 30, 2015.

This contract will maintain, upgrade or replace the current technology standards.

FUNDING:

Not Applicable

RECOMMENDATION:

Authorize staff to obtain bids for personal computers, laptops, and computer peripherals Districtwide.

AGENDA ITEM BACKUP SHEET
August 26, 2014

Board Meeting

TITLE: Approval of Agreement with Transforming Education, A Program of The National Center on Time and Learning for Confidential Data Exchange for 2014-16 School Years

ITEM: Consent

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the agreement with Transforming Education (TE), a Program of the National Center through California Office to Reform Education (CORE), for confidential data exchange with the District for the 2014-16 school years.

RATIONALE:

The TE Program has entered into a service and research support partnership with CORE. The purpose of this agreement is to assist the District, a member of CORE, to fulfill measurement development obligations under its federally-approved waiver from No Child Left Behind (NCLB) school accountability provisions, approved by the US Department of Education on August 6th, 2013. More specifically, TE is supporting the development and implementation of measures of social emotional competencies, which is one aspect of the CORE School quality Improvement System as outlined.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the Agreement with Transforming Education, a Program of The National Center on Time and Learning for the 2014-16 School Years.

**AGREEMENT FOR CONFIDENTIAL DATA EXCHANGE BETWEEN
SANTA ANA UNIFIED SCHOOL DISTRICT AND
TRANSFORMING EDUCATION,
A PROGRAM OF THE NATIONAL CENTER ON TIME AND LEARNING**

This Data Use and Confidentiality Agreement (“Data Use Agreement”) between Santa Ana Unified School District (“SAUSD”), and Transforming Education, a program of the National Center on Time and Learning (“TE”) describes the means to be used by TE to ensure the confidentiality and security and terms of use for information and data exchanged between SAUSD and TE for the purposes stated below.

I. GENERAL TERMS

A. PURPOSE

TE has entered into a service and research support partnership with the California Office to Reform Education (hereinafter, CORE). CORE is a non-profit organization comprised of member California school districts. The purpose of this Agreement is to assist SAUSD, a member of CORE, to fulfill measurement development obligations under its federally-approved waiver from No Child Left Behind (NCLB waiver) school accountability provisions, approved by the US Department of Education, (USDOE) on August 6th, 2013. More specifically, TE is supporting the development and implementation of measures of social emotional competencies (sometimes referred to as noncognitive skills or social emotional learning skills), which is one aspect of the CORE School Quality Improvement System (CORE SQIS), as outlined in a Memorandum of Understanding between CORE (CORE MOU) and SAUSD dated February 26, 2013. The CORE MOU includes an agreement by SAUSD to provide CORE “in a timely manner, all required reports, data, and evidence regarding progress in implementing the plans contained throughout” its federal NCLB waiver request.

B. NATURE OF DATA

To further the achievement of the above stated purpose, SAUSD will provide data extracts from the SAUSD data systems to include data elements, identified in **Attachment A**, necessary to study the development of measures of social and emotional competencies for the purposes of the School Quality Improvement Index.

SAUSD may also provide any additional items required to answer research questions defined by SAUSD alone or with other CORE participants, as described in the CORE Waiver in terms of the Dual Data System.

SAUSD warrants that it has the authority to provide such data under the terms of this Agreement, and that SAUSD will not be in breach of any law or representations to any person by providing such information.

These data extracts will include historical information wherever possible. Additional data elements may be provided at the discretion of SAUSD.

In some cases, TE may collect data that contain confidential information, the disclosure of which is restricted by a provision of law. Some examples of "confidential information" include, but are not limited to, "personal information" about individuals as defined in California Civil Code Section 1798.3 of the Information Practices Act and "personal information" about students as defined by the Code of Federal Regulations CFR Title 34 Volume 1 Part 99.3.

C. TRANSFER OF DATA

SAUSD and TE shall use a secure, mutually agreed upon means and schedule for transferring confidential information. SAUSD will create data extracts and validate the data. Extracts will be updated using a mutually agreed upon schedule. Data may be transferred electronically to or from the parties only if a secure data transfer protocol can be implemented that satisfies both parties.

D. PERIOD OF AGREEMENT

This Agreement shall be effective per specifications in **Attachment B**, unless terminated earlier by either party pursuant to Section G.

E. TE RESPONSIBILITIES

TE agrees to the following confidentiality statements:

1. TE acknowledges that these data are confidential data and proprietary to SAUSD, and agree to protect such information from unauthorized disclosures and comply with all applicable confidentiality laws which may include but is not limited to, the Health Insurance Portability and Accountability Act (HIPAA), the California Education Code and the Family Education Rights and Privacy Act (FERPA) as set forth in this agreement. TE is responsible for complying with all applicable District, Local, State and Federal confidentiality laws and regulations.
2. TE will use appropriate safeguards to prevent the use or disclosure of the information other than as provided by this data use Agreement.
3. TE shall (a) instruct all staff with access to confidential information about the requirements for handling confidential information (b) provide all staff with access to confidential information statements of organizational policies and procedures for the protection of human subjects and data confidentiality and (c) notify staff of the sanctions against unauthorized disclosure or use of confidential and private information. Other than as provided herein, no confidential data will be released by TE.
4. TE shall not assign this Agreement or any portion thereof to a third party without the prior written consent of SAUSD, and any attempted assignment without such prior written consent

in violation of this Section shall automatically terminate this Agreement.

5. TE will use any information which could potentially allow the identification of any individual only for the purpose of creating the data sets using aggregate data and analyzing the data. TE will not use or further disclose the information accessed or received other than as permitted by this Data Use Agreement or as otherwise required by law.
6. TE will report only aggregate data and will not report any individual data, nor will data be reported in a manner that permits indirect identification of any individual. This paragraph will survive the termination of this Agreement.
7. TE will not contact the individuals included in the data sets.
8. TE agrees to obtain written approval from SAUSD prior to engaging any subcontractors other than those named in this Data Use Agreement (Attachment D) to perform any services requiring access to any individually identifiable information.
9. TE shall not re-disclose any individual-level data with or without identifying information to any other requesting individuals, agencies, or organizations without prior written authorization by SAUSD.
10. TE shall use the data only for the purpose stated above. These data shall not be used for personal gain or profit.
11. TE shall keep all information furnished by SAUSD in a space physically and electronically secure from unauthorized access. Information and data shall be stored and processed in a way that unauthorized persons cannot retrieve nor alter the information by means of a computer, remote terminal, or other means.
12. TE shall permit examination and on-site inspections by SAUSD upon reasonable advance notice for the purpose of ascertaining whether the terms of this Agreement are being met.

F. TERMINATION

1. This Agreement may be terminated as follows, after notification via the United States Postal Service (certified mail or registered mail) or recognized overnight delivery service (e.g., UPS, DHL or FedEx):
 - a. By TE or SAUSD immediately in the event of a material breach of this Agreement by the other party.
 - b. By TE or SAUSD upon 30 days notice to the other party.

2. Upon ninety (90) days written notice from SAUSD, TE shall delete all confidential and/or sensitive information promptly so that it is no longer accessible for analysis and exists only on a temporary back-up server that is encrypted. TE shall also securely destroy all physical media (e.g., data on CDs) containing confidential and/or sensitive information utilizing a mutually approved method of confidential destruction, which may include shredding, burning, or certified/witnessed destruction for physical materials and verified erasure of magnetic media using approved methods of electronic file destruction. In the absence of such notice, TE may continue to use such data for research, education or related purposes; or to meet CORE public reporting requirements.

G. GENERAL UNDERSTANDING

1. This Agreement contains the entire understanding of the parties and may only be amended in writing signed by the parties. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which taken together will be deemed to be one and the same document. The parties may sign and deliver this Agreement by facsimile or using other electronic means (including digital signatures). Copies of this Agreement shall be treated as originals.
2. This Agreement shall be governed by and construed under the laws of the State of California. Venue for any proceeding relating to enforcement of this Agreement shall be in the California state courts located in Santa Clara County, California.
3. Any waiver by a party of a violation of any provision of this Agreement shall not bar any action for subsequent violations of the Agreement.

Signed:

FOR SANTA ANA UNIFIED SCHOOL DISTRICT

FOR TRANSFORMING EDUCATION

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

Sara Bartolino, Co-Founder

Date

Date

II. ORGANIZATION-SPECIFIC AGREEMENTS: ATTACHMENTS

ATTACHMENT A:

SPECIFIC DATA ELEMENTS REPORTS TO COMPLY WITH THE FEDERAL CORE WAIVER

The CORE Waiver includes a Dual Data *Dual Data System* that combines summative data for accountability reporting purposes (*School Quality Improvement Index*) with formative measures (Continuous Improvement Data Collection System) to support schools and districts in continuous improvement initiatives. Included in the Index are measures of social-emotional competencies. Attachment A includes a comprehensive set of requested data elements designed to execute the social- emotional portion of the School Quality Improvement Index, as well addressing the Continuous Improvement Data Collection System concept.

ATTACHMENT B: PERIOD OF AGREEMENT

This agreement shall be effective beginning September, 2014 through December, 2015, unless terminated earlier by either party pursuant to Section F. The effective dates of this agreement may be modified by written amendment subject to acceptance of both parties.

ATTACHMENT C: SCHOOL DISTRICT-SPECIFIC AGREEMENTS

In Re E. TE RESPONSIBILITIES

Except as required by CORE public reporting requirements, or by prior agreement between SAUSD and appropriate CORE leadership, TE will not conduct any analyses using SAUSD data without prior approval by an authorized SAUSD representative. SAUSD shall designate the following person(s) as authorized representatives for the CORE Data Archive:

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

ATTACHMENT D: SUBCONTRACTORS

In Re E. TE RESPONSIBILITIES

Signature below shall constitute approval for TE to engage the services of the following parties to perform services in support of data analysis and reporting:

- The President and Fellows of Harvard College through The Center on Education Policy Research (CEPR)
- Panorama Education Inc.

Signed:

FOR SANTA ANA UNIFIED SCHOOL DISTRICT

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

Date

AGENDA ITEM BACKUP SHEET
August 26, 2014

Board Meeting

TITLE: **Ratification of Adoption of Resolution No. 14/15-3020 – Authorization of Prekindergarten and Family Literacy Program Support Contract for 2014-15 Program Year**

ITEM: **Consent**

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

PREPARED BY: **Keely Orlando, Coordinator, Early Childhood Education**

BACKGROUND INFORMATION:

The purpose of this agenda is to seek Board ratification to adopt Resolution No. 14/15-3020 to authorize contract No. CPKS-4062 for Prekindergarten and Family Literacy Program Support funding for the 2014-15 program year.

RATIONALE:

The Prekindergarten and Family Literacy Program Support Contract funds must be used to promote and support the interactive literacy activities for children and families enrolled in the Prekindergarten and Family Literacy Program portion of the California State Preschool contract. This funding will be used to purchase family literacy materials and related student supplies.

FUNDING:

California Department of Education/Child Development Division: \$20,000.00

RECOMMENDATION:

Ratify adoption of Resolution No. 14/15-3020 for authorization of Prekindergarten and Family Literacy Program Support Contract for the 2014-15 program year.



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 14 - 15

DATE: July 01, 2014

CONTRACT NUMBER: CPKS-4062

PROGRAM TYPE: PREKINDERGARTEN AND FAMILY LITERACY PROG

PROJECT NUMBER: 30-6667-00-4

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: SANTA ANA UNIFIED SCHOOL DISTRICT

By signing this contract and returning it to the State, the contractor is agreeing to use the funds identified below for support and to promote the interactive literacy activities for children and families enrolled in the Prekindergarten and Family Literacy Program, in accordance with the PROGRAM REQUIREMENTS FOR PREKINDERGARTEN AND FAMILY LITERACY PROGRAM and the GENERAL TERMS AND CONDITIONS (GTC-610), both available online at <http://www.cde.ca.gov/fg/aa/cd/>, which by this reference are incorporated into this contract. The Contractor's signature also certifies compliance with the Program Requirements for Prekindergarten and Family Literacy Program and the General Terms and Conditions.

Funding of this contract is contingent upon appropriation and availability of funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2014 through June 30, 2015. The total amount payable pursuant to this agreement shall not exceed \$20,000.00.

Expenditure of these funds shall be reported quarterly to the Child Development Fiscal Services (CDFS) on form CDFS-9529. Reporting must be submitted for reimbursement of expenditures. For non-local educational agencies, expenditures made for the period July 1, 2014 through June 30, 2015 shall be included in their fiscal year 2014-15 audit due by the 15th day of the fifth month following the end of the contractor's fiscal year or earlier if specified by CDE. The audits for School Districts and County Offices shall be submitted in accordance with Education Code Section 41020.

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

STATE OF CALIFORNIA		CONTRACTOR				
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)				
PRINTED NAME OF PERSON SIGNING Sueshil Chandra, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Stefanie P. Phillips, Ed.D., CBO, Deputy Superintendent				
TITLE Contracts, Purchasing and Conference Services		ADDRESS				
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 20,000	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		Department of General Services use only		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0656 24859-6667					
TOTAL AMOUNT ENCUMBERED TO DATE \$ 20,000	ITEM 30.10.010. 6110-196-0001	CHAPTER B/A	STATUTE 2014			FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6052 Rev-8590					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.			
SIGNATURE OF ACCOUNTING OFFICER		DATE				



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 14 - 15

DATE: July 01, 2014

CONTRACT NUMBER: CPKS-4062

PROGRAM TYPE: PREKINDERGARTEN AND FAMILY LITERACY PROG

PROJECT NUMBER: 30-6667-00-4

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: SANTA ANA UNIFIED SCHOOL DISTRICT

By signing this contract and returning it to the State, the contractor is agreeing to use the funds identified below for support and to promote the interactive literacy activities for children and families enrolled in the Prekindergarten and Family Literacy Program, in accordance with the PROGRAM REQUIREMENTS FOR PREKINDERGARTEN AND FAMILY LITERACY PROGRAM and the GENERAL TERMS AND CONDITIONS (GTC-610), both available online at <http://www.cde.ca.gov/fg/aa/cd/>, which by this reference are incorporated into this contract. The Contractor's signature also certifies compliance with the Program Requirements for Prekindergarten and Family Literacy Program and the General Terms and Conditions.

Funding of this contract is contingent upon appropriation and availability of funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2014 through June 30, 2015. The total amount payable pursuant to this agreement shall not exceed \$20,000.00.

Expenditure of these funds shall be reported quarterly to the Child Development Fiscal Services (CDFS) on form CDFS-9529. Reporting must be submitted for reimbursement of expenditures. For non-local educational agencies, expenditures made for the period July 1, 2014 through June 30, 2015 shall be included in their fiscal year 2014-15 audit due by the 15th day of the fifth month following the end of the contractor's fiscal year or earlier if specified by CDE. The audits for School Districts and County Offices shall be submitted in accordance with Education Code Section 41020.

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

STATE OF CALIFORNIA		CONTRACTOR				
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)				
PRINTED NAME OF PERSON SIGNING Sueshil Chandra, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Stefanie P. Phillips, Ed.D., CBO, Deputy Superintendent				
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	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6052 Rev-8590					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.			
SIGNATURE OF ACCOUNTING OFFICER		DATE				

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department

determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued

pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2014–15.

RESOLUTION

BE IT RESOLVED that the Governing Board of Santa Ana Unified School District

authorizes entering into local agreement number/s 14/15-3020 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Stefanie P. Phillips, Ed.D., CBO</u>	<u>Deputy Superintendent, Operations</u>	_____
_____	_____	_____
_____	_____	_____

PASSED AND ADOPTED THIS 26th day of August 2014, by the
Governing Board of Santa Ana Unified School District
of Orange County, California.

I, Rob Richardson, Clerk of the Governing Board of
Santa Ana Unified School District, of Orange County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

(Date)

AGENDA ITEM BACKUP SHEET
August 26, 2014

Board Meeting

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

ITEM: **Consent**

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

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

BACKGROUND INFORMATION:

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

RATIONALE:

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

FUNDING:

Special Education: Not to Exceed \$4,900

RECOMMENDATION:

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

**Reimbursement of Costs Incurred for Related Services for Students with Disabilities for
2014-15 School Year**

Board Meeting: August 26, 2014

Student ID#:	Amount:	Expenditure:	Parent of:
301749	\$4,900	Mileage Claim	301749

AGENDA ITEM BACKUP SHEET
August 26, 2014

Board Meeting

TITLE: **Approval of Agreement with Kern County Superintendent of Schools to Evaluate AmeriCorps Program for 2014-15 School Year**

ITEM: **Consent**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda is to seek Board approval to continue an agreement with the Kern County Superintendent of Schools that provides for sharing student data and supporting AmeriCorps volunteers at District sites. The Board originally approved this agreement on July 23, 2013.

AmeriCorps volunteers provide mentoring, tutoring and life skills for students in need of Tier 2 interventions as outlined in the Positive Behavioral Intervention Support framework. Board approval will ensure that the AmeriCorps program will be able to continue supporting students at Century, Chavez, Griset, Saddleback, and Valley High Schools as well as Lathrop and Spurgeon Intermediate Schools.

RATIONALE:

The Kern County Office of Education evaluates AmeriCorps program and is requesting an agreement with the District to share information on the students working with the AmeriCorps volunteers. The purpose of the data-sharing activity is to measure the effectiveness of a consistent one-on-one or small group mentor relationship on student behavior, attendance, and academics. The following data will continue to be shared:

- State student identification number
- Student gender and ethnicity
- School identification number
- Grade level
- Enrollment and attendance
- Discipline, expulsions and suspensions

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the Agreement with Kern County Superintendent of Schools to evaluate AmeriCorps Program for the 2014-15 school year.

CUSTOMER # 600

KCSOS Agt # 15-493

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

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

Service Site: Spurgeon Middle School, Lathrope Intermediate, Valley High School, Saddleback High School, Lorin Griset High School, Chavez High School, Century High School.

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

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

1. Beginning Spetember 2, 2014 and ending July 17, 2015, KCSOS will assign one or more ACM's to mentor students/youth at the service site, as described in Attachment A.
2. Serve at site during the days and times in accordance with the schedule developed by the ACM's Site Supervisor and Local Facilitator, except for the following:
 - a) to attend training sessions as scheduled.
 - b) to attend occasional AmeriCorps community strengthening activities as scheduled.
3. ACM may attend staff meetings and professional development in-service activities.
4. Sign in and out each day on a sign-in sheet provided by KCSOS-BHC.
5. Notify Site Supervisor and Local Facilitator at least two weeks in advance about any planned absences, tardiness, AmeriCorps team meetings, training sessions, or other activities off site. Notify Site Supervisor and Local Facilitator as far in advance as possible about any unplanned absence.
6. Comply with policies and procedures of the service site agency and KCSOS-BHC.

B. *Limitations/Restrictions on Work of AmeriCorps Member*

1. ACMs are to serve as mentors and provide added value to current programs. They cannot be used as general agency support, e.g., clerical duties, teacher

aides, classroom teachers, yard duty aides, test proctors, field trip chaperones (unless accompanying their mentees), etc. ACMs cannot replace other staff members.

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

C. *Responsibilities of Service Site Administrator*

1. Assign a Site Supervisor to provide support to ACM(s), as described in Section D.
2. The Service Site Administrator shall certify that the Site Supervisor has received criminal records background records clearances through the FBI, California

Department of Justice, and the National Sex Offender Public Registry. The Service Site Administrator shall contract with the Department of Justice for "subsequent arrest service" and shall immediately inform KCSOS if the Site Supervisor has been subsequently charged with a felony defined in Education Code section 45122.1, pending resolution of the criminal charge. Each party shall indemnify, hold harmless, and defend the other party from any and all damages, claims, lawsuits, penalties, or causes of action arising out of said party's failure to comply with this section.

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

D. *Responsibilities of Service Site Supervisor*

1. Support ACM by:
 - a. introducing ACM to service site staff and explaining roles of ACM;
 - b. providing an appropriate work place, such as a small office space or section of a room;
 - c. ensuring that ACM is working with individual or small groups of no more than three youth at one time;
 - d. including the ACM in professional development inservice activities when appropriate and providing other relevant training to support ACM personal and professional development;
 - e. providing basic materials which ACM needs to mentor youth (curriculum, books, paper, scissors, stapler, etc.);
 - f. allowing ACM to have access to photocopy services for AmeriCorps forms and materials needed for mentoring;
 - g. providing daily time periods for ACM to complete documentation of mentoring activities and consult with site staff;
 - h. providing for a computer and Internet access for ACM to submit documentation online;

- i. providing a briefing and relevant materials regarding service site policies, procedures, safety issues, dress codes and emergency plans;
 - j. providing a minimum of thirty minutes for lunch if ACM works in excess of six hours in a day, and fifteen minutes in the morning and afternoon for breaks.
2. Place ACM's monthly sign-in sheet in a location near the Site Supervisor or appropriate staff.
 3. Assign ACM youth who meet the criteria for targeted youth, as described in Attachment A.
 4. Contact parents of targeted youth to obtain required permission and ensure startup of services by September 2, 2014.
 5. Supervise service of ACM at service site.
 6. Meet with ACM to provide support and resolve any problems.
 7. Structure service assignments to allow ACM to attend AmeriCorps training sessions.
 8. Meet periodically with the Program Staff or Local Facilitator at site to discuss ACM's performance and training needs.
 9. Report rules violations or performance issues on an incident report form provided by KCSOS-BHC and submit to the Local Facilitator within one week of said incident.
 10. Assist in evaluating ACMs three times a year using form provided by Program.
 11. Verify ACM's sign-in sheet and hours of service at site and sign online time sheets weekly.
 12. Monitor ACM's schedule to ensure documentation of mentee activities, including permission forms, mentee roster, and weekly reporting logs are submitted.
 13. Participate in focus groups or other activities necessary to evaluate effectiveness of KCSOS-BHC Program.
 14. Account for site's in-kind contributions to program, e.g., administrative time, office supplies, workspace. Such in-kind reports and time sheets, and other supporting documentation, are to be submitted quarterly to the AmeriCorps Program Supervisor.

E. Responsibilities of KCSOS-BHC Program

1. Assist in recruitment and selection of ACMs with appropriate job skills for placement at Spurgeon Middle School, Lathrope Intermediate, Valley High

School, Saddleback High School, Lorin Grisette High School, Chavez High School, Century High School.

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

F. Insurance Requirements

1. Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company

rated not less than A-VII in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required by state law.

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


G. Conditions

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

Santa Ana Unified School District
Service Site Administrative Agency

CHRISTINE LIZARDI FRAZIER
KERN COUNTY SUPERINTENDENT OF SCHOOLS

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

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

Date: _____

Date: 7/16/14

Service Site Placement Agreement Attachment A

Mentor Assignment

ACM will serve daily at the following service sites:

- 4 (FT) ACM(s) at Surgeon Middle School from 7:30 to 4:30
- 3 (FT) ACM(s) at Lathrope Intermediate from 7:30 to 4:30
- 4 (FT) ACM(s) at Valley High School from 7:30 to 4:30
- 2 (FT) ACM(s) at Saddleback High School from 7:30 to 4:30
- 2 (FT) ACM(s) at Lorin Grisct High School from 7:30 to 4:30
- 2 (FT) ACM(s) at Chavez High School from 7:30 to 4:30
- 3 (FT) ACM(s) at Century High School from 7:30 to 4:30

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

Targeted youth shall meet the following criteria:

- Youth who meet a minimum of one of the following Corporation for National & Community Service's "disadvantaged" criteria,
 - Out-of-school youth
 - In or aging out of foster care
 - Limited English proficiency
 - Homeless or runaway
 - At-risk to leave school without a diploma
 - Former juvenile offenders or at risk of delinquency
 - Individuals with disabilities
- And be economically disadvantaged (eligible for free or reduced lunch)
- And have three or more unexcused absences in the previous academic year

In addition to the mandatory criteria listed above, youth with at least one school suspension in the previous academic year are preferred.

Attachment B
Sharing of Mentee School Record Data for Program Evaluation

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

1. PURPOSE OF THE DATA SHARING

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

Federal Regulation 45 CFR XXV; 2010 AmeriCorps Grant Provisions IV. 1. requires AmeriCorps grantees to report progress on National Performance Measures Pilot to the Corporation for National and Community Service

2. SHARING OF DATA

Santa Ana Unified School District agrees to the following:

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

Figure 1

Field	Description
State Student ID number	State Student ID number
Student Name	student's full name
School ID	name of school student attends in 2014-2015
Grade level	student grade level in 2014-2015 school year
Gender	student gender
Ethnicity	student ethnicity
enrollment	actual number of school days student was enrolled (1) first semester of the 2013-2014 school year (2) second semester of the 2013-2014 school year (3) first semester of the 2014-2015 school year (4) second semester of the 2014-2015 school year
attendance	actual number of school days student attended (1) first semester of the 2013-2014 school year (2) second semester of the 2013-2014 school year (3) first semester of the 2014-2015 school year (4) second semester of the 2014-2015 school year
unexcused absences	total number of school days student had unexcused absences (1) first semester of the 2013-2014 school year (2) second semester of the 2013-2014 school year (3) first semester of the 2014-2015 school year (4) second semester of the 2014-2015 school year

excused absences	total number of school days student had excused absences between: (1) first semester of the 2013-2014 school year (2) second semester of the 2013-2014 school year (3) first semester of the 2014-2015 school year (4) second semester of the 2014-2015 school year
Total suspensions	total number of suspensions (1) first semester of the 2013-2014 school year (2) second semester of the 2013-2014 school year (3) first semester of the 2014-2015 school year (4) second semester of the 2014-2015 school year
Total suspension days	total number of days suspended : (1) first semester of the 2013-2014 school year (2) second semester of the 2013-2014 school year (3) first semester of the 2014-2015 school year (4) second semester of the 2014-2015 school year
Suspensions due to violent behavior	total number of violence-related suspensions (1) first semester of the 2013-2014 school year (2) second semester of the 2013-2014 school year (3) first semester of the 2014-2015 school year (4) second semester of the 2014-2015 school year [ed codes: 48900 (a1), (a2), (b), (n), (o)]
Days of suspension due to violent behavior	total number of days suspended for violence-related behavior (1) first semester of the 2013-2014 school year (2) second semester of the 2013-2014 school year (3) first semester of the 2014-2015 school year (4) second semester of the 2014-2015 school year [ed codes: 48900 (a1), (a2), (b), (n), (o)]
expulsions	total number of expulsions (1) first semester of the 2013-2014 school year (2) second semester of the 2013-2014 school year (3) first semester of the 2014-2015 school year (4) second semester of the 2014-2015 school year

3. CONFIDENTIALITY

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

- a) Collect active consent waiver pursuant to Family Education Rights and Privacy Act (20 U.S.C. § 1232g) and California Education Code 49075, authorizing to obtain disclosure of privacy protected information including state student identification number, name, school, school identification number, gender, ethnicity, school lunch status, attendance data, pupil discipline record, and standardized test scores for the purpose of evaluating the effectiveness of the mentoring program on academic and behavioral performance. Provide a copy of each signed consent waiver to the Santa Ana Unified School District prior to the disclosure of any information described herein. The consent waiver shall include (1) the purposes for which the data will be exclusively used, and (2) assurance that agreement or refusal to

consent to the sharing of data will not affect the student's eligibility for free or reduced-price meals, if applicable.

- b) Request data only for students with active written consent on file, signed by the parents, or by the student if the student is age 18 or older.
- c) Collect electronic data through a secure web portal or portable storage device.
- d) When possible, use only state identification numbers to identify student data.
- e) Ensure confidentiality and protect identity of parents and students. Student names will not appear in reports or other information documents. Data will be reported in the aggregate.
- f) Use student data only to evaluate the effectiveness of the BHC AmeriCorps program.
- g) Prevent further disclosure of student data to any other individual, organization, or agency that is not reflected in the written consent waiver.
- h) Acknowledge the penalties for unauthorized disclosure of student eligibility under the National School Lunch Program pursuant to 7C.F.R. 226.23(n): In accordance with section 9(b)(6)(C) of the Richard B. Russell National School Lunch Act (42 U.S.C. 1758(b)(6)(C)), any individual who publishes, divulges, discloses or makes known in any manner, or to any extent not authorized by statute or this section, any information obtained under this section will be fined not more than \$1,000 or imprisoned for up to 1 year, or both.
- i) Destroy all individual student records when no longer needed for audit, evaluation, and enforcement of federal legal requirements.

1. AUTHORITY TO SHARE DATA

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

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

2. MANNER OF COLLECTION

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

3. ACCURACY AND SECURITY OF THE INFORMATION

Data will be password-protected on all electronic systems. Any hard copy documents with individual student data will be stored in locked file cabinets at the

offices of KCSOS-BHC. Only authorized employees of KCSOS-BHC will have access to individual student data. Data will only be shared through transferrable storage devices or secure web portal.

4. **DURATION OF DATA SHARING AND RETENTION OF PUPIL RECORDS**
In compliance with Federal Regulation AmeriCorps 2541.420 b. 1. And 3. C., the information collected for the purposes of this Agreement shall be retained in a secure location until December 31, 2020.

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

AGENDA ITEM BACKUP SHEET
August 26, 2014

Board Meeting

TITLE: **Approval of Memorandum of Understanding with Phoenix House Behavioral Health Intervention & Support Services**

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 continuing Memorandum of Understanding with Phoenix House Behavioral Health Intervention & Support Services (BHIS) originally approved by the Board in November of 2013. Services include social-emotional character development and life skills curriculum for students and parents. Lessons from the Positive Action Curriculum will be provided in the classroom and Positive Action Assemblies will be available upon request. During evening hours, parents will have the option to participate in the Strengthening Families Program designed to improve parent-child bonds and parenting skills. During the 2013-14 school year, BHIS provided services at Davis and Lincoln Elementary Schools, Carr, Community Day, and Lathrop Intermediate Schools, and Santa Ana High School. For the upcoming 2014-15 school year, this program will be implemented at Fremont, Monte Vista, and Walker Elementary Schools, McFadden and Willard Intermediate Schools, and Saddleback and Santa Ana High Schools.

RATIONALE:

Phoenix House Behavioral Health Intervention & Support Services (BHIS) program supports the needs of at-risk students in need of Tier 2 supports as indicated in the PBIS framework. Improved social-emotional health of students will increase positive behavior outcomes and encourage academic achievement.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the Memorandum of Understanding with Phoenix House Behavioral Health Intervention & Support Services.

Memorandum of Understanding

This is a contracting Agreement of the Phoenix House of Orange County:

Between

Phoenix House Behavioral Health Intervention & Support Services (“BHIS”)

And

Santa Ana Unified School District (“District”)

I. Purpose and Scope

The purpose of this Memorandum of Understanding (MOU) is to clearly identify the roles and responsibilities of each party as they relate to providing behavioral health prevention and intervention services.

Behavioral Health Intervention and Support Services shall provide social-emotional character development and parenting and life skills curriculum to students and their families attending the District. To support this goal, BHIS will conduct classroom-based and school-climate-based prevention; along with student-based and family intervention services as described in their respective scope of work (see attached responsibilities, Exhibit A).

Both BHIS and District shall ensure that program activities are conducted in compliance with all applicable Federal laws, rules, and regulations including Civil Rights and Office of Management and Budget (OMB) circulars governing cost issues.

II. MOU Term

In furtherance of the foregoing purpose, BHIS and District agree as follows:

A. **Term of Agreement:**

This agreement shall be effective from September 1, 2014 to August 31, 2015 and may automatically renew for an additional one-year period beginning on each successive September 1st unless one party notifies 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.

B. **Location:**

The location of the delivery of services will be on the premises of participating schools (list to be provided once determined) and additional mutually agreed upon community sites, if needed. The individual schools may designate those facilities on the school campus(es) that can be used for student-based and/or

family intervention (see attached description of program, Exhibit A), which will be mutually agreed upon by BHIS and the participating school site. BHIS shall ensure used space is returned to original state of cleanliness.

C. Description of Services.

1. BHIS shall undertake the following activities during the duration of the MOU term:
 - a. Conduct survey of all consented students baseline behavioral issues in participating schools.
 - b. Provide findings from baseline survey to the individual schools and district.
 - c. Initiate prevention and intervention services to participating schools within the district.
 - d. Begin Positive Action program implementation (see Exhibit A) no later than September 2014.
 - e. Conduct one to two prevention lessons per week using Positive Action curriculum in fifth or sixth through ninth grade classrooms.
 - f. Provide at least two school-wide assemblies using Positive Action climate curriculum at the elementary schools.
 - g. Provide subject specific Positive Action curriculum for students requiring additional support using small group format (Student Based Intervention). Students can be referred by parent, teacher, administrator, school psychologist, school counselor, or BHIS staff.
 - h. Provide Strengthening Families Program to those families referred for additional support for communication, strengthening family bonds, and parenting skills (See Exhibit A).
 - i. BHIS will promptly inform BHIS program director and appropriate school staff of crisis situations and follow school crisis protocol.
 - j. BHIS will collaborate with school personnel to provide referrals to resources within the school and community, should an issue arise that is outside the scope of the program.
 - k. BHIS staff will act as mandated reporters for issues concerning child abuse or neglect, elder abuse, and dependent adult abuse.
2. BHIS may offer services to an alternative grade should a district have existing services in place that effectively duplicate BHIS services.

D. Outreach and Enrollment:

1. BHIS shall:
 - a. Establish contact with mutually agreed upon target schools within District.
 - b. Schedule preliminary meetings to introduce parameters of the program.
 - c. Comply with all laws, regulations and policies relating to the protection of any confidential or personal information pertaining to students or their parents that BHIS may obtain from District.
 - d. As needed, BHIS will provide families with referral options which may include school-based health centers, wellness centers, community clinics, and/or other community resources.
 - e. All participating families and students will receive services at no cost.

2. District shall:
 - a. Provide access to schools during school working hours. Additional access after hours can be discussed and agreed upon if need be.
 - b. Assist BHIS in collecting baseline school-level data for the current school year, including:
 - i. Number of Absences (excused and unexcused)
 - ii. Number of disciplinary referrals for risky behavior (aggression, vandalism, possession of illicit substance)
 - iii. Number of suspension and/or expulsion recommendations
 - c. Include BHIS in health fairs, conferences, and media events scheduled within its area that are sponsored by District and that are relevant to prevention outreach and enrollment efforts of the partnership.

E. Required Consent for Intervention:

1. BHIS shall
 - a. Abide by the consent requirements that exist in District.
 - b. Provide consent forms for baseline survey, student-based intervention, and family-based intervention (Strengthening Families Program).
2. Participating Schools shall:
 - a. Provide a distribution area for collection of consent forms or an individual designated to collect signed permission slips.

F. Articulation between BHIS and District/School:

1. Regular communication shall be held between BHIS and District staff (or participating school designee) to address any issues of concern in a timely manner.
2. In the event sensitive information is uncovered in the course of prevention services, BHIS will conform to the participating school communication protocol. BHIS will comply with all applicable law to protect student confidentiality.

G. Hours of Service:

1. Hours shall include:
 - a. BHIS office hours are Monday- Friday 8am-5pm.
 - b. Regular school hours for the delivery of Positive Action classroom prevention.
 - c. Those hours mutually agreed upon by BHIS and participating schools for Positive Action student-based intervention.
 - d. Evening hours or weekends on days to-be-determined to deliver Strengthening Families Program.

H. Non-Discrimination in Services:

1. BHIS shall:
 - a. Not unlawfully discriminate in the provision of services because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, or condition of physical or mental handicap, marital status, or political affiliation, or on any other basis

prohibited under federal or state law. Prohibited discrimination includes, but is not limited to the following:

- i. Denying any person any service or benefit of the availability of a facility.
- ii. Providing any service, or benefit to any person, which is not equivalent, or is not provided in an equivalent manner at a non-equivalent time, from that provided to others.
- iii. Subjecting any person to segregation or separate treatment in any matter related to the receipt of any service or benefit.
- iv. Restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.

I. **Staffing:**

1. BHIS shall:

- a. Provide Prevention Specialists that have, at a minimum, a Bachelor's degree and a Prevention Coordinator with a minimum of a Master's degree in a related social service field.
- b. Provide staff members whom have cleared Livescan fingerprinting, tuberculosis test, drug test and physical.
- c. Be solely responsible for staffing the program and/or related services as set forth in this Agreement.
- d. Make every effort to employ a sufficient number of staff that is linguistically and culturally competent.
- e. Certify that staff providing the services are adequately trained and prepared according to prevailing professional standards for providing such services.
- f. Obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, and certificates required by law which are applicable to its performance of this Agreement, and shall ensure that all of its officers, employees, volunteers, and agents who perform Services hereunder.

J. **Conflict of Interest:**

1. BHIS represents that BHIS has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Agreement and that no person having any such interest shall be subcontracted in connection with this Agreement, or employed by BHIS.
2. BHIS shall neither conduct nor solicit any non-District business while on District property. BHIS will take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to the District prior to entering into this Agreement any and all circumstances existing at such time which could pose a potential conflict of interest.

K. **Performance Goals:**

It is the parties' desire to maximize use of prevention, intervention and related services offered by BHIS. In order to maximize such use, the parties agree to meet the service goals referenced in the Scope of Work (Exhibit A).

L. Complaint and Conflict Resolution:

1. BHIS shall:
 - a. Use its best efforts to render services and interact with students, family and community members in a manner that facilitates school/district satisfaction. If BHIS is unable to resolve a complaint received from a student/ parent to his or her satisfaction, BHIS shall notify such complainant that he or she may contact the Principal to pursue the complaint further.
 - b. Notify Principal immediately and cooperate with the District in identifying and resolving all complaints regardless of whether they are written or oral. Complaints identified by District shall be handled in the same manner.
 - c. Comply with all federal, state, and local statutes, laws, regulations, and ordinances relating to handling complaints and notifying students of their rights when they have a complaint.

M. Report and Records:

1. BHIS shall:
 - a. Conduct a baseline and an outcome survey with all consented students in participating schools.
 - b. Conduct pre and post surveys for Positive Action and Strengthening Families Program.
 - c. Provide District and participating schools with findings report.
 - d. Abide by all mandates related to HIPPA protected material.

N. Public Health Reporting Requirements:

BHIS shall comply with all reporting requirements set forth in the California Code of Regulations, Title 17, Division 1, Chapter 4, Subchapter 1, Article 1.

O. Public Announcements and Literature:

In public announcements and literature created and distributed by BHIS for the purpose of advising students and the general public of its prevention services, such messages shall not mention the schools within District without prior authorization.

P. Insurance:

1. BHIS, may satisfy all, or a portion, of its insurance requirements under this Agreement by demonstrating the Services contemplated by this Agreement. If BHIS claims such FTCA coverage, BHIS shall provide proof thereof, in the form of a letter from an authorized representative of the federal government, stating the extent of the FTCA coverage for this Agreement, and reflecting clearly the categories of BHIS health practitioners covered by the FTCA. Prior to commencement of Services

under this Agreement, BHIS shall present District with the aforementioned letter, or, if not covered under FTCA, an original certificate of insurance, evidencing insurance coverage for General Liability, Workers' Compensation and Medical Malpractice providing the minimum overages described in subsection C below.

2. In the event BHIS's coverage under FTCA lapses, it shall present District with an original certificate of insurance evidencing insurance coverage for General Liability and Medical Malpractice and Workers' Compensation as described above.
3. BHIS shall, at BHIS's sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with BHIS's fulfillment of any of its obligations under this Agreement or either party's use of the Services or any component or part thereof:
 1. Commercial Form General Liability Insurance, including both bodily injury and property damage, with limits as follows:
 - i. \$1,000,000 per occurrence
 - ii. \$ 100,000 fire damage
 - iii. \$ 5,000 medical expenses
 - iv. \$ 1,000,000 personal & advertising injury
 - v. \$ 3,000,000 general aggregate
 - vi. \$ 3,000,000 products/completed operations aggregate
 4. Business Auto Liability Insurance for owned scheduled, non-owned or hired automobiles with a combined single limit of no less than \$1 million per occurrence.
 5. Workers' Compensation and Employers Liability Insurance in a form and amount covering BHIS's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.
 - i. Part A -- Statutory Limits
 - ii. Part B -- \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability
 6. Errors and Omissions (Professional Liability/Medical Malpractice) Coverage with the following limits:
 - i. \$1,000,000 per occurrence/ \$3,000,000 aggregate
 7. Sexual Abuse and Molestation coverage with the following limits:
 - I. \$1,000,000 per occurrence/ \$3,000,000 aggregate

Q. General Indemnity.

1. BHIS shall:
 - a. To the fullest extent allowed by law, indemnify and hold District and its Board Members, administrators, employees, agents, attorneys, and contractors harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of any act or omission of BHIS or its employees, agents, vendors, or contractors, or BHIS's breach of its obligations under this Agreement. BHIS shall not, under any circumstances,

indemnify District or its Board Members, administrators, employees, agents, attorneys, or contractors against any loss, damage and expense (including reasonable attorneys' fees) resulting from any act or omission by District or its employees, agents, vendors, or contractors, or District's breach of its obligations under this Agreement. District shall, to the fullest extent allowed by law, indemnify and hold BHIS and its Board Members, administrators, employees, agents, attorneys, and contractors harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of any act or omission by the District or its employees, agents, vendors, or contractors. District shall not, under any circumstances, indemnify BHIS or its Board Members, administrators, employees, agents, attorneys, or contractors against any loss, damage and expense (including reasonable attorneys' fees) resulting from any act or omission by BHIS or its employees, agents, vendors, or contractors, or BHIS's breach of its obligations under this Agreement.

R. **Compliance with Governmental Requirements.**

BHIS and District shall comply with all codes, ordinances, rules, regulations and requirements of all municipal, state and federal authorities now in force or which may hereinafter be in force pertaining to the provision of the Services. The parties agree that in the event new governmental requirements are imposed which affect the parties' obligations and performance under this Agreement, the parties shall negotiate mutually acceptable additional terms to conform this Agreement to such new requirements, if necessary.

S. **Delegation and Assignment:**

BHIS shall not delegate its duties or assign its rights hereunder, or both, either in whole or in part, without the prior written consent of District. Any delegation or assignment made without such consent shall be null and void.

T. **Termination:**

Either District or BHIS may terminate this Agreement for any cause or without cause upon thirty (30) days prior written notice to the BHIS.

U. **Notice.**

Any notice to District pursuant to this Agreement shall be in writing, directed to:

Carole-Ann Scott, M.A.
Program Director BHIS
1615 E. 17th St. Suite 150
Santa Ana, CA 92705
(714) 486-0940

V. **Arbitration:**

The parties agree that, in the event any dispute arises concerning the terms of this Agreement or services to be provided pursuant to this Agreement, the parties shall first attempt in good faith to resolve the dispute to their mutual satisfaction. Either party may initiate such informal process, by written notice given by the initiating party to the other party. If they are unable to resolve the dispute informally within thirty (30) calendar days of the date such written notice was delivered, BHIS and District will submit to non-binding arbitration under the rules and procedures of the American Arbitration Association. The parties to this Agreement shall share fees charged by the American Arbitration Association for handling of a proceeding, in equal parts. Any arbitration pursuant to this Agreement shall be instituted within 90 days of the end of the contract, in the absence of a written waiver of said time limit executed by the parties.

W. **Entire Agreement:**

This Agreement together with all attached exhibits and documents specifically referenced or incorporated by reference herein, upon execution by both parties, constitutes the full and complete expression of the rights and obligations of the parties and supersedes all other agreements, written or oral, here to fore made by the parties.

X. **Amendments:**

This Agreement may be modified or amended only by a written instrument executed by all of the parties hereto.

Y. **Debarment, Suspension or Ineligibility for Award.**

1. By signing this Agreement BHIS certifies that:

- a. The BHIS and any of its principals are **not** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- b. Have **not**, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with commission of any of these offenses.

Z. **Governing Laws, Jurisdiction and Venue.**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. BHIS agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in Orange County.

AA. **Authority:**

Each of the undersigned parties represents and warrants that all necessary authorizations have been obtained and this Agreement and each person executing this Agreement on behalf of the undersigned parties represents and warrants that he or she has the power and authority to enter into this Agreement and to bind the parties hereto.

III. Effective Date and Signature

This MOU shall be effective upon the signature of BHIS and District authorized officials. It shall be in force from September 1, 2014 to August 31, 2015. BHIS and District indicate agreement with this MOU by their signatures.

Signatures and dates:

_____ <i>Authorized signature from BHIS</i>	_____ <i>[Authorized signature from District]</i>
_____ Carole-Ann Scott, MA Program Director, BHIS	_____ [Insert name of District signatory]
_____ Date	_____ Date
_____ <i>Authorized signature from Phoenix House of Orange County</i>	
_____ [Insert name of Phoenix House of Orange County signatory]	
_____ Date	

Exhibit A: Behavioral Health Intervention & Support Services (BHIS)
Scope of Work, Responsibilities & Implementation Plan

BHIS shall provide prevention and intervention services to students and families in the participating schools within the District. The BHIS program shall be implemented for the purpose of preventing and/or interrupting the onset or progression of behavioral health conditions, negative social behaviors, and emotional distress in youth.

Prior to program implementation, BHIS will conduct a baseline survey to be completed by all students to obtain a general understanding of behavioral health needs within the District. BHIS personnel will provide consent documentation in alignment with District protocol. The baseline survey will collect demographic data including age, race/ethnicity, primary language, English verbal proficiency, supervisorial district and any unique affiliations. Outcome measurements shall include, but are not limited to, student level of social-emotional protective factors and level of risky behaviors. Participating districts and schools will receive a report of findings. Referral protocols will be established and mutually agreed upon should student/family referral to services outside the scope of the BHIS program be indicated. BHIS shall provide all instruments to measure outcomes of services including, but not limited to: customized surveys, curricula, and pre and post-test surveys.

BHIS Program implementation shall occur in participating schools within each of its selected school districts. The BHIS program shall implement curricula and services using Classroom Prevention, Student Based Intervention, Family Intervention and Educational Activities.

Classroom Prevention shall begin implementation in schools in the month of September 2014. Classroom Prevention consists of direct instruction for students in grades six through nine utilizing the evidence-based Positive Action curriculum. Should a District have existing services in place that effectively duplicate BHIS services, BHIS may offer services to an alternative grade. In Districts whose elementary education completes in grade 5, BHIS may offer services to the 5th grade students.

BHIS shall implement Educational Activities in participating Districts. Such Educational Activities shall provide information about BHIS services and encourage and support school staff and family participation in such services. Activities can include, but are not limited to, community meetings, school assemblies, recognition of positive student behavior, and a student incentive system focused on building intrinsic motivation.

Student Based Interventions are expected to begin on or about October 2014. Student Based Interventions consist of small group Positive Action lessons facilitated by BHIS staff at school sites. Students shall be referred using a mutually agreed upon referral process between BHIS and the District or school site designee. Group lessons shall focus on topics including, but not limited to, bullying, drug education, and conflict resolution. Qualified BHIS staff shall screen all referred students to assess individual risk factors and the possible need for more intensive intervention.

Family Intervention is expected to begin on or about November, 2014. Family Intervention shall be implemented for students requiring a higher level of intervention. Group sessions shall be provided to students and families utilizing the Strengthening Families Program evidence-based curriculum. Three-hour group sessions shall take place at school sites or community centers, outside of school hours. The first hour of the session shall consist of a meal with both students and their families. The second hour shall involve separate sessions for students and their parents. The third hour of the session shall consist of a joint session for parents and children/youth.

AGENDA ITEM BACKUP SHEET
August 26, 2014

Board Meeting

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

ITEM: **Consent**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board ratification of a continuing agreement with the Orange County Department of Education for Administration services for the Medi-Cal Administrative Activities (MAA) program as described in the California Welfare and Institution Code, Section 14132.47 (c) (1). The term of this contract is one year commencing July 1, 2014 and ending on June 30, 2015, subject to termination as set forth in this agreement.

Although MAA reimbursement has been withheld due to program restructure by the Federal government, this agreement would need to be in place to receive future reimbursements. The outstanding invoices total \$2,656,994.

RATIONALE:

To continue participation in claiming funds through MAA, the District must work with the Region 9 Local Education Consortium (LEC) to facilitate communication and payment of funds through the State. Since 2007-08, the District has received \$5.28 million dollars in MAA reimbursement and from 2007-08 to 2012-13 has allocated a total of \$903,000 for a 0.65 FTE nurse, one Medi-Cal Project Technician, and costs of the vendor contract with Paradigm. The balance of \$4 million has been incorporated into the general fund.

FUNDING:

Fees to OCDE are 4.5% of the MAA reimbursement. The total annual fee to OCDE for the most recent MAA reimbursement to the District, in 2011-12, was \$78,167. This fee may be amended as necessary to support compliance with new federal and state program requirements.

RECOMMENDATION:

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

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

This AGREEMENT is hereby entered into this 1st day of July, 2014, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, Region 9 Local Educational Consortium (LEC), hereinafter referred to as SUPERINTENDENT, and the Santa Ana Unified School District, 1629 South Center Street, Santa Ana, California 92704, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

WITNESSETH:

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

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

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

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

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

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

9 1.0 TERM. The term of this AGREEMENT shall be for a period of one
10 (1) year commencing on July 1, 2014, and ending on June 30, 2015,
11 subject to termination as set forth in this AGREEMENT.

12 2.0 RESPONSIBILITIES OF SUPERINTENDENT.

- 13 a. Responsibilities of SUPERINTENDENT and DISTRICT will be
14 amended as necessary to comply with all federal, state
15 and SUPERINTENDENT'S program requirements.
- 16 b. "Certify" to the STATE the amount of DISTRICT'S general
17 funds or any other funds allowed under Federal law and
18 regulation expended on the allowable "Program
19 activities".
- 20 c. Certify to the STATE the availability and expenditure of
21 one hundred percent (100%) of the non-federal cost of
22 performing program activities.
- 23 d. Certify to the STATE that DISTRICT expenditures
24 represent costs that are eligible for Federal financial
25 participation for that fiscal year.
- e. Act as liaison between STATE and DISTRICT.

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

- 1 q. Review and submit the detailed quarterly invoice with
2 Claiming Unit Functions Grid to the STATE on behalf of
3 the DISTRICT and convey to the DISTRICT by warrant all
4 funds received on behalf of DISTRICT from the STATE less
5 any amount due the SUPERINTENDENT as defined in Section
6 5.0 of this AGREEMENT. No funds will be conveyed to
7 DISTRICT for invoices that have been disallowed by the
8 STATE.
- 9 r. Monitor compliance of DISTRICT with all Federal, STATE,
10 and SUPERINTENDENT'S PROGRAM requirements.
- 11 s. Review DISTRICT'S Operational Plan Audit/File at least
12 once every three (3) years.
- 13 t. Designate an employee to act as liaison to DISTRICT
14 regarding issues relating to this AGREEMENT.

15 3.0 RESPONSIBILITIES OF DISTRICT.

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

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

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

- School Calendar
- Resource Directories and outreach materials
- Program review documentation

- 1
- 2
- 3 s. Prepare and certify school-based MAA Invoices and
- 4 Claiming Unit Functions Grids in conformance with STATE
- 5 requirements.
- 6 t. Submit quarterly claim to SUPERINTENDENT within twelve
- 7 (12) months following the end of the quarter.
- 8 u. Provide SUPERINTENDENT with copies of MAA invoice
- 9 supporting documentation upon request.
- 10 v. Maintain Program claim documentation for a period of not
- 11 less than three (3) fiscal years after the end of the
- 12 quarter in which quarterly invoice payment is received
- 13 by the LEC. If an audit is in progress or is
- 14 forthcoming, all records relevant to the audit shall be
- 15 retained until completion of the audit or final
- 16 resolution, whichever is later. Such documentation
- 17 shall be subject, at all reasonable times, to inspection
- 18 and/or audit by the CMS or other Federal agencies,
- 19 STATE, and/or SUPERINTENDENT.
- 20 w. In the event an Invoice/Claiming Unit Functions Grid is
- 21 revised or is disallowed by STATE, agree to reimburse
- 22 SUPERINTENDENT within thirty (30) days of receipt of an
- 23 invoice from SUPERINTENDENT evidencing SUPERINTENDENT'S
- 24 payment to the STATE for DISTRICT'S revised or
- 25 disallowed Invoice/Claiming Unit Functions Grid.
- x. Ensure no duplicative billings.

1 y. Hold SUPERINTENDENT harmless from any Federal
2 disallowance of MAA claim payments made to DISTRICT by
3 the STATE.

4 z. Designate an employee to act as a liaison with
5 SUPERINTENDENT to provide DISTRICT specific information
6 relative to MAA Program administration and fiscal
7 issues.

8 aa. Complete and return with the fully executed AGREEMENT,
9 SUPERINTENDENT'S Medi-Cal Administrative Activities
10 (MAA) District Information 2014/2015 form, Appendix "A",
11 attached hereto and incorporated by reference herein.

12 4.0 DISTRICT CLAIM REIMBURSEMENT. Upon satisfactory compliance of
13 DISTRICT'S responsibilities outlined in Section 3.0 of this
14 AGREEMENT and after SUPERINTENDENT has received reimbursement from
15 the STATE for DISTRICT'S quarterly MAA claim(s), SUPERINTENDENT
16 shall convey to DISTRICT by warrant, all funds received on behalf of
17 DISTRICT from the STATE less any amount due the SUPERINTENDENT and
18 STATE as determined in Section 5.0 below. No funds will be conveyed
19 to DISTRICT for invoices that have been revised or disallowed by the
20 STATE or Federal agencies. Payment to DISTRICT shall be made within
21 forty-five (45) days of receipt and reconciliation of STATE funds by
22 SUPERINTENDENT.

23 5.0 FEE SCHEDULE.

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

1 process. In the event that the Region 9 LEC shares of STATE costs
2 for the 2014/2015 fiscal year exceed the amount of the STATE costs
3 contracted with SUPERINTENDENT for the 2014/2015 fiscal year,
4 SUPERINTENDENT will reduce DISTRICT'S quarterly MAA claim
5 reimbursement for DISTRICT'S share of the STATE Participation Fee
6 increase.

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

17 C. The obligations of SUPERINTENDENT and DISTRICT under this
18 AGREEMENT are contingent upon the availability of funds furnished by
19 the United States Government. In the event that such funding is
20 terminated or reduced, this AGREEMENT may be terminated, and
21 SUPERINTENDENT'S and DISTRICT'S fiscal obligations hereunder shall
22 be limited to a prorated amount of funding actually received by the
23 SUPERINTENDENT and DISTRICT from the STATE under the AGREEMENT.
24 SUPERINTENDENT shall provide DISTRICT written notification of such
25 termination. Notice shall be deemed given when received by the

1 DISTRICT or no later than three (3) days after the day of mailing,
2 whichever is sooner.

3 6.0 FEDERAL CLAIMING.

4 A. TITLE 31 - Money and Finance, Subtitle V - General
5 Assistance Administration, Chapter 75 - Requirements for Single
6 Audits, section 7502 requires each pass through entity provide the
7 subrecipient program names and any identifying numbers from which
8 such assistance is derived. The Catalog of Federal Domestic
9 Assistance (CFDA) number for this federal program is 93.778, Medical
10 Assistance Program (Medi-Cal).

11 B. A "Vendor" means a dealer, distributor, merchant, or other
12 seller providing goods or services that are required for the conduct
13 of a Federal program. These goods or services may be for an
14 organization's own use or for the use of beneficiaries of the
15 federal program. Additional guidance on distinguishing between a
16 subrecipient and a vendor is provided in OMB Circular A-133.

17 7.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of
18 this AGREEMENT, shall be and act as an independent contractor.
19 SUPERINTENDENT understands and agrees that he/she and all of his/her
20 employees shall not be considered officers, employees or agents of
21 the DISTRICT, and are not entitled to benefits of any kind or nature
22 normally provided employees of the DISTRICT and/or to which
23 DISTRICT'S employees are normally entitled, including, but not
24 limited to, State Unemployment Compensation or Workers'
25 Compensation. SUPERINTENDENT assumes full responsibility for the
acts and/or omissions of his/her employees or agents as they relate

1 to the services to be provided under this AGREEMENT. SUPERINTENDENT
2 shall assume full responsibility for payment of all Federal, STATE
3 and local taxes or contributions, including unemployment insurance,
4 social security and income taxes with respect to SUPERINTENDENT'S
5 employees.

6 8.0 DUTY TO PROVIDE FIT WORKERS. SUPERINTENDENT shall at all times
7 enforce appropriate discipline and good order among its employees
8 and shall not knowingly employ any unfit person or anyone not
9 skilled in providing the services required under this AGREEMENT.
10 Any person in the employ of the SUPERINTENDENT who in DISTRICT'S
11 opinion, is incompetent, unfit, intemperate, troublesome or
12 otherwise undesirable shall be excluded from providing services
13 under this AGREEMENT and shall not again provide services except
14 with written consent of DISTRICT.

15 9.0 COPYRIGHT.

16 A. DISTRICT understands and agrees that all forms, plans, and
17 related instructional materials developed by SUPERINTENDENT or
18 DISTRICT under this AGREEMENT shall become the exclusive property of
19 Department of Health Care Services. The Department of Health Care
20 Services shall have all right, title and interest in said matters,
21 including the right to secure and maintain the copyright, trademark
22 and/or patent all forms and related instructional materials
23 developed under this AGREEMENT.

24 10.0 HOLD HARMLESS.

25 A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold
harmless DISTRICT, its Governing Board, and its officers, agents,

1 and employees from liability and claims of liability for bodily
2 injury, personal injury, sickness, disease, or death of any person
3 or persons, or damage to any property, real, personal, tangible or
4 intangible, arising out of the negligent acts or omissions of
5 employees, agents or officers of SUPERINTENDENT or the Orange County
6 Board of Education during the term of this AGREEMENT.

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

15 11.0 CONFIDENTIALITY.

16 A. SUPERINTENDENT and DISTRICT shall maintain confidentiality
17 of their respective records and information, governing the
18 confidentiality of client or student information for Medi-Cal
19 clients served under this AGREEMENT. Applicable laws include, but
20 are not limited to, 42 U.S.C. Section 1396a(a)7, 42 CFR Section
21 431.300, Welfare and Institutions Code, Section 14100.2 and 22
22 California Code of Regulations Section 51009 and all applicable
23 federal and/or state laws or regulations as each may now exist or be
24 hereafter amended. The confidentiality obligations contained in
25 this section shall survive termination of this AGREEMENT.

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

12 12.0 ACCURACY OF INFORMATION. DISTRICT shall make reasonable effort
13 to assure that the information supplied to SUPERINTENDENT hereunder
14 shall be true, complete, and accurate in all respects. DISTRICT
15 shall assume sole responsibility for the truth, completeness and
16 accuracy of all information supplied to SUPERINTENDENT and agrees
17 that SUPERINTENDENT shall have no responsibility or liability for
18 the truth, completeness or accuracy of any information submitted by
19 DISTRICT hereunder.

20 13.0 LIMITATION OF LIABILITY. SUPERINTENDENT shall not be liable
21 for damages or losses to DISTRICT employees, agents, independent
22 contractors or students relating to lost medical services or lost
23 data under this AGREEMENT. SUPERINTENDENT shall not be liable for
24 any sums DISTRICT does not obtain in reimbursement from the STATE,
25 or for any incidental, indirect, special or consequential damages to

1 DISTRICT arising from the denial of any request for reimbursement
2 from the STATE.

3 14.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this
4 AGREEMENT shall not be assigned by the DISTRICT without prior
5 written approval of SUPERINTENDENT.

6 15.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed herein
7 must meet the approval of the DISTRICT and shall be subject to the
8 DISTRICT'S general right of inspection to secure the satisfactory
9 completion thereof. SUPERINTENDENT and DISTRICT agree to comply
10 with all Federal, STATE and local laws, rules, regulations and
11 ordinances that are now or may in the future become applicable to
12 SUPERINTENDENT or DISTRICT'S, equipment and personnel engaged in
13 operations covered by this AGREEMENT or accruing out of the
14 performance of such operations.

15 16.0 NON-DISCRIMINATION. In the performance of this AGREEMENT,
16 SUPERINTENDENT and DISTRICT agree that they shall not engage nor
17 employ any unlawful discriminatory practices in employment of
18 personnel or in any other respect on the basis of sex, race, color,
19 ethnicity, national origin, ancestry, religion, age, marital status,
20 medical condition, sexual orientation, physical or mental disability
21 or any other protected group in accordance with the requirements of
22 all applicable Federal or STATE law.

23 17.0 TOBACCO USE POLICY. In the interest of public health,
24 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
25 use of any tobacco products are prohibited in buildings and
vehicles, and on any property owned, leased or contracted for by the

1 SUPERINTENDENT pursuant to SUPERINTENDENT' Policy 400.15. Failure
2 to abide with conditions of this policy could result in the
3 termination of this AGREEMENT.

4 18.0 TERMINATION. SUPERINTENDENT or DISTRICT may, at any time, with
5 or without cause, terminate this AGREEMENT with the giving of thirty
6 (30) days prior written notice to the other party.

7 19.0 NOTICE. All notices or demands to be given under this
8 AGREEMENT by either party to the other shall be in writing and given
9 either by: (a) personal service or (b) by U.S. Mail, mailed either
10 by registered or certified mail, return receipt requested, with
11 postage prepaid. Service shall be considered given when received if
12 personally served or if mailed on the third day after deposit in any
13 U.S. Post Office. The address to which notices or demands may be
14 given by either party may be changed by written notice given in
15 accordance with the notice provisions of this section. As of the
16 date of this AGREEMENT, the addresses of the parties are as follows:

17 DISTRICT: Santa Ana Unified School District
18 1629 South Center Street
19 Santa Ana, California 92704

20 Attn: _____

21 SUPERINTENDENT: Orange County Superintendent of Schools
22 200 Kalmus Drive
23 P.O. Box 9050
24 Costa Mesa, California 92628-9050

25 Attn: Patricia McCaughey

26 20.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek
27 redress for violation of, or to insist upon, the strict performance
28 of any term or condition of this AGREEMENT shall not be deemed a
29 waiver by that party of such term or condition, or prevent a

1 subsequent similar act from again constituting a violation of such
2 term or condition.

3 21.0 SEVERABILITY. If any term, condition or provision of this
4 AGREEMENT is held by a court of competent jurisdiction to be
5 invalid, void, or unenforceable, the remaining provisions will
6 nevertheless continue in full force and effect, and shall not be
7 affected, impaired or invalidated in any way.

8 22.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
9 shall be governed by the laws of the State of California with venue
10 in Orange County, California.

11 23.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
12 attached hereto constitute the entire agreement among the Parties to
13 it and supercedes any prior or contemporaneous understanding or
14 agreement with respect to the services contemplated, and may be
15 amended only by a written amendment executed by both Parties to the
16 AGREEMENT.

17 IN WITNESS WHEREOF, the Parties hereto set their hands.

18 DISTRICT: SANTA ANA UNIFIED
19 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

20 BY: _____
21 Authorized Signature

20 BY:  _____
21 Authorized Signature

22 PRINTED NAME: _____

22 PRINTED NAME: Patricia McCaughey

23 TITLE: _____

23 TITLE: Coordinator

24 DATE: _____

24 DATE: June 12, 2014

25 FEDERAL IDENTIFICATION NUMBER

Santa Ana Unified School District-MAA(40702)14
Zip13

AGENDA ITEM BACKUP SHEET
August 26, 2014

Board Meeting

TITLE: **Ratification of Purchase Order Summary and Listing of Orders \$25,000 and Over for Period of June 25, 2014 through July 22, 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 25, 2014 through July 22, 2014.

RATIONALE:

The Purchase Order Summary consists of all orders created during the period of June 25, 2014 through July 22, 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 25, 2014 through July 22, 2014.



Santa Ana Unified School District

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

Richard L. Miller, Ph.D., Superintendent

Date: July 21, 2014
To: Richard L. Miller, Ph.D., Superintendent
From: Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations, CBO
Subject: Purchase Order Summary: From 25-JUN-2014 through 22-JUL-2014

Fund 01 General Fund	\$21,854,113.85
Fund 12 Child Development	\$19,915.44
Fund 13 Cafeteria Fund	\$428,648.25
Fund 14 Deferred Maintenance Fund	\$1,081,972.39
Fund 25 Capital Facilities Fund	\$913,291.46
Fund 29 Measure G	\$520,139.99
Fund 35 County School Facilities Fund	\$1,288,292.60
Fund 40 Special Reserve Fund	\$811,502.71
Fund 49 Capital Project Fund for Blended Component Units (CFD)	\$10,000.00
Fund 68 Workers' Compensation	\$36,206.00
Fund 69 Health & Welfare	\$25,510.92
Fund 81 Property & Liability	\$459,764.07
Grand Total:	\$25,656,491.76

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 25-JUN-2014 through 22-JUL-2014 Page: 01 of 12

PO No.	Vendor			BOA Date
Funding	Description	Location		Amount
290306	PAUL ARATA			2013/06/11
	Special Ed: Mental Health Services	Sub-Agreements for Services	SPECIAL EDUCATION	\$55,178.00
	Special Ed: Mental Health Services	Consultants Instructional	SPECIAL EDUCATION	\$25,000.00
291640	ATKINSON, ANDELSON, LOYA, RUUD & ROMO			
	Unrestricted Discretionary Accounts	Legal Audit and Election Contracts	HUMAN RESOURCES DIVISION	\$626,000.00
293941	OCTA			
	Special Education	Transportation Contracts Other	TRANSITION PROGRAMS	\$27,000.00
299498	AREY JONES	EDUCATIONAL SOLUTIONS		
	Unrestricted Regional Occupational Centers/Program	Non-Capitalized Equipment	REGIONAL OCCUPATIONAL PROGRAM	\$43,275.02
299942	FOLLETT SCHOOL SOLUTIONS, INC.			
	Lottery: Instructional Materials	Textbooks	STATE TEXTBOOKS	\$28,130.80
299948	FOLLETT SCHOOL SOLUTIONS, INC.			
	Lottery: Instructional Materials	Textbooks	STATE TEXTBOOKS	\$40,343.90
299950	FOLLETT SCHOOL SOLUTIONS, INC.			
	Lottery: Instructional Materials	Textbooks	STATE TEXTBOOKS	\$28,831.50
299952	FOLLETT SCHOOL SOLUTIONS, INC.			
	Lottery: Instructional Materials	Textbooks	STATE TEXTBOOKS	\$26,621.55
299953	FOLLETT SCHOOL SOLUTIONS, INC.			
	Lottery: Instructional Materials	Textbooks	STATE TEXTBOOKS	\$28,882.30

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

From 25-JUN-2014 through 22-JUL-2014 Page: 02 of 12

PO No.	Vendor			BOA Date
Funding	Description	Location		Amount
299956	FOLLETT SCHOOL SOLUTIONS, INC. Lottery: Instructional Materials	Textbooks	STATE TEXTBOOKS	\$39,457.50
299959	FOLLETT SCHOOL SOLUTIONS, INC. Lottery: Instructional Materials	Textbooks	STATE TEXTBOOKS	\$28,735.45
299960	FOLLETT SCHOOL SOLUTIONS, INC. Lottery: Instructional Materials	Textbooks	STATE TEXTBOOKS	\$27,289.25
299965	FOLLETT SCHOOL SOLUTIONS, INC. Lottery: Instructional Materials	Textbooks	STATE TEXTBOOKS	\$28,242.30
299966	FOLLETT SCHOOL SOLUTIONS, INC. Lottery: Instructional Materials	Textbooks	STATE TEXTBOOKS	\$38,210.80
299969	FOLLETT SCHOOL SOLUTIONS, INC. Lottery: Instructional Materials	Textbooks	STATE TEXTBOOKS	\$35,248.50
299972	FOLLETT SCHOOL SOLUTIONS, INC. Lottery: Instructional Materials	Textbooks	STATE TEXTBOOKS	\$28,008.50
300879	DIGITAL NETWORKS GROUP, INC. Unrestricted One time Funds	Non-Capitalized Equipment	DISTRICTWIDE	\$42,214.08
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 25-JUN-2014 through 22-JUL-2014 Page: 03 of 12

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
301584	TWINING CONSULTING, INC.			
Fund 40 QZAB Solar Energy Savings 2012	Building Lab Tests Construction	CARR INTERMEDIATE SCHOOL		\$42,483.00
301585	TWINING CONSULTING, INC.			
Fund 40 QZAB Solar Energy Savings 2012	Building Lab Tests Construction	CENTURY HIGH SCHOOL		\$27,431.88
301631	LAKESHORE LEARNING MATERIALS			
Kinder Readiness Program II	Materials & Supplies/Software	EARLY CHILDHOOD EDUCATION		\$40,000.00
301647	AKINS IT, INC.			
Common Core State Standards (CCSS)	Non-Capitalized Equipment	DEPUTY SUPERINTENDENT'S OFFICE		\$43,587.84
301651	COMMLINE, INC.			
Unrestricted Discretionary Accounts	Non-Capitalized Equipment	CENTURY HIGH SCHOOL		\$4,320.00
COPS 2006 Secure Our Schools	Non-Capitalized Equipment	RISK MANAGEMENT		\$1,470.00
Risk Management Undesignated	Non-Capitalized Equipment	RISK MANAGEMENT		\$33,380.00
301684	TJ JANCA CONSTRUCTION, INC.			
Capital Facilities Fund		DIAMOND ELEMENTARY SCHOOL		\$26,855.00
301687	JL COBB PAINTING			
OPSC School Facilities Bond		KING ELEMENTARY SCHOOL		\$58,000.00
310000	VERIZON WIRELESS			
Unrestricted Discretionary Accounts	Landline/Internet	DISTRICTWIDE		\$50,000.00

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

From 25-JUN-2014 through 22-JUL-2014 Page: 04 of 12

PO No.	Vendor			BOA Date
Funding	Description	Location		Amount
310002	XEROX CORPORATION			
Unrestricted	Rental Contracts	DISTRICTWIDE		\$1,202,490.00
Discretionary				
Accounts				
310003	XEROX CORPORATION			
Unrestricted	Rental Contracts	DISTRICTWIDE		\$700,375.00
Discretionary				
Accounts				
310004	CONTINUANT, INC.			
Unrestricted	Rental Contracts	DISTRICTWIDE		\$75,911.77
Discretionary				
Accounts				
310006	AT&T			
Unrestricted	Landline/Internet	DISTRICTWIDE		\$53,875.00
Discretionary				
Accounts				
310010	ECS IMAGING, INC.			
Unrestricted	Maintenance	DISTRICTWIDE		\$30,064.00
Discretionary	Contracts Repairs			
Accounts				
310020	AWARD PUBLISHING, LTD.			
Unrestricted	School Other Contracts	ELEMENTARY DIVISION		\$43,770.00
& Library				
Improvement BG				
310021	AWARD PUBLISHING, LTD.			
Unrestricted-School	Other Contracts	ELEMENTARY DIVISION		\$25,870.00
& Library				
Improvement BG				
310022	PALP, INC. DBA EXCEL PAVING			
OPSC School	Building	WILLARD		\$776,002.00
Facilities Bond	Contractor	INTERMEDIATE SCHOOL		
310055	KRUEGER INTERNATIONAL, INC. dba KI, INC.			
Fd 40 QZAB Solar		SPURGEON		\$59,537.50
Energy Savings 2012		INTERMEDIATE SCHOOL		
310059	BEACON DAY SCHOOL, INC.			2014/06/10
Special Education	Sub-Agreements for	SPECIAL EDUCATION		\$26,000.00
	Services			
Special Education	Non Public Schools	SPECIAL EDUCATION		\$25,000.00
	Contracts			

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

From 25-JUN-2014 through 22-JUL-2014 Page: 05 of 12

PO No.	Vendor			BOA Date
Funding	Description	Location		Amount
310062	MARDAN CENTER OF EDUCATION THERAPY			2014/06/10
	Special Education	Sub-Agreements for SPECIAL EDUCATION Services		\$83,000.00
	Special Education	Non Public Schools SPECIAL EDUCATION Contracts		\$25,000.00
310072	JL COBB PAINTING			
	OPSC School Facilities Bond	Building Contractor	CARR INTERMEDIATE SCHOOL	\$266,910.00
310073	PARDESS AIR, INC.			
	California Clean Energy Jobs Act	Building Contractor	KENNEDY ELEMENTARY SCHOOL	\$484,000.00
310083	ILLUMINATE EDUCATION, INC.			2014/06/10
	Unrestricted-School & Library Improvement BG	Other Contracts	ELEMENTARY DIVISION	\$114,998.00
	Unrestricted-School & Library Improvement BG	Other Contracts	SECONDARY DIVISION	\$114,998.00
310084	CORVEL CORPORATION			
	Property & Liability	Other Insurance	RISK MANAGEMENT	\$450,000.00
310085	SHI INTERNATIONAL CORP.			
	Unrestricted Discretionary	Other Contracts	DISTRICTWIDE	\$138,672.40
310108	EBERHARD EQUIPMENT			
	Ongoing & Major Maintenance Account	Equipment Maintenance Supplies	BUILDING SERVICES	\$42,000.00
310110	GUARANTY CHEVROLET			
	Ongoing & Major Maintenance Account	Equipment Maintenance Supplies	BUILDING SERVICES	\$25,000.00
310111	PARKHOUSE TIRE, INC.			
	Ongoing & Major Maintenance Account	Maintenance Contracts Repairs	BUILDING SERVICES	\$32,000.00
310116	5 STAR WHOLESALE ELECTRIC SUPPLY & LIGHTING			
	Ongoing & Major Maintenance Account	Electrical/ Electronics Building Maintenance Supplies	BUILDING SERVICES	\$80,000.00

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

From 25-JUN-2014 through 22-JUL-2014 Page: 06 of 12

PO No.	Vendor			BOA Date
Funding	Description	Location		Amount
310118	COMMERCIAL AQUATIC SERVICES, INC.			
Ongoing & Major	Maintenance	BUILDING SERVICES		\$60,000.00
Maintenance Account	Contracts Repairs			
310119	DUNN EDWARDS			
Deferred	Electrical/	BUILDING SERVICES		\$80,000.00
Maintenance Fund	Electronics Building			
	Maintenance Supplies			
310121	KEY UNITED MECHANICAL CONTRACTORS dba UNITED MECHANICAL			
California Clean	Building	HARVEY ELEMENTARY		\$548,000.00
Energy Jobs Act	Contractor	SCHOOL		
310122	WESTLAND HEATING & AIR CONDITIONING, INC.			
California Clean	Building	MONTE VISTA		\$400,000.00
Energy Jobs Act	Contractor	ELEMENTARY SCHOOL		
310135	WAXIE SANITARY SUPPLY			
Unrestricted	Grounds	BUILDING SERVICES		\$50,000.00
Discretionary	Maintenance			
Accounts	Supplies			
310143	PEARSON ASSESSMENTS			
Unrestricted	Other Contracts	RESEARCH AND		\$61,750.00
Discretionary		EVALUATION		
Accounts				
310148	SMITH PIPE AND SUPPLY, INC.			
Unrestricted	Grounds	BUILDING SERVICES		\$30,000.00
Discretionary	Maintenance			
Accounts	Supplies			
310152	CLARK SECURITY PRODUCTS			
Deferred	Electrical/	BUILDING SERVICES		\$36,000.00
Maintenance Fund	Electronics Building			
	Maintenance Supplies			
310156	ARAMARK UNIFORM SERVICES, INC.			
Ongoing & Major	Housekeeping	BUILDING SERVICES		\$25,000.00
Maintenance Account	Services All Other			
310184	SOUTHERN BLEACHER COMPANY, INC.			
Special Reserve	Unassigned	VALLEY HIGH SCHOOL		\$59,500.00
Fund				
310186	TWINING CONSULTING, INC.			
Measure G Series E	Building Lab Tests	KING ELEMENTARY		\$51,641.58
	Construction	SCHOOL		

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

From 25-JUN-2014 through 22-JUL-2014 Page: 07 of 12

PO No.	Vendor		BOA Date
Funding	Description	Location	Amount
310187	PRIEST CONSTRUCTION SERVICES, INC.		
Measure G Series E	Building Inspection	CARR INTERMEDIATE SCHOOL	\$30,720.00
310191	TANDUS CENTIVA, INC.		
Fund 40 QZAB Solar Energy Savings 2012		SPURGEON INTERMEDIATE SCHOOL	\$25,259.87
310201	RED ROCK CANYON SCHOOL ADOLESCENT RESIDENTIAL		2014/06/10
Special Education	Sub-Agreements for Services	SPECIAL EDUCATION	\$29,500.00
Special Education	Non Public Schools Contracts	SPECIAL EDUCATION	\$25,000.00
Special Ed: Mental Health Services	Sub-Agreements for Services	SPECIAL EDUCATION	\$217,360.00
Special Ed: Mental Health Services	Non Public Schools Contracts	SPECIAL EDUCATION	\$25,000.00
310203	WARE DISPOSAL, INC.		
Unrestricted Discretionary Accounts	Housekeeping Services Trash	DISTRICTWIDE	\$650,000.00
310210	JOHNSTONE SUPPLY		
Deferred Maintenance Fund	Electrical/ Electronics Building Maintenance Supplies	BUILDING SERVICES	\$30,000.00
310219	REFRIGERATION SUPPLIES DISTRIBUTOR		
Deferred Maintenance Fund	Electrical/ Electronics Building Maintenance Supplies	BUILDING SERVICES	\$35,000.00
310222	TWINING CONSULTING, INC.		
Fund 40 QZAB Solar Energy Savings 2012	Building Lab Tests Construction	CENTURY HIGH SCHOOL	\$27,431.88
310223	TWINING CONSULTING, INC.		
Fund 40 QZAB Solar Energy Savings 2012	Building Lab Tests Construction	CARR INTERMEDIATE SCHOOL	\$42,483.00
310242	EAGLE SOFTWARE		
Unrestricted Discretionary Accounts	Other Contracts	TECHNOLOGY INNOVATION SERVICES	\$57,045.00

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

From 25-JUN-2014 through 22-JUL-2014 Page: 08 of 12

PO No.	Vendor			BOA Date
Funding	Description	Location		Amount
310247	SOUTHERN CALIFORNIA EDISON			
Unrestricted	Utilities	DISTRICTWIDE		\$7,000,000.00
Discretionary	Electricity			
Accounts				
310248	GAS CO.			
Unrestricted	Utilities Gas	DISTRICTWIDE		\$475,000.00
Discretionary				
Accounts				
310249	CITY OF SANTA ANA			
Unrestricted	Utilities Water	DISTRICTWIDE		\$1,300,000.00
Discretionary				
Accounts				
310255	B J BINDERY			
General Fund	PUBLICATIONS	PUBLICATIONS		\$40,000.00
	INVENTORY			
310269	GRAYBAR			
Fund 40 QZAB Solar		SPURGEON		\$32,858.84
Energy Savings 2012		INTERMEDIATE SCHOOL		
310281	MCGRATH RENTCORP dba MOBILE MODULAR MANAGEMENT, CO.			
Capital Facilities	Other Equipment	FACILITIES/		\$722,501.00
Fund		GOVERNMENTAL RELATIONS		
310302	FASTENAL COMPANY			
Ongoing & Major	Equipment	BUILDING SERVICES		\$60,000.00
Maintenance Account	Maintenance			
	Supplies			
310303	VERTICAL SYSTEM, LLC			
Deferred	Maintenance	BUILDING SERVICES		\$84,000.00
Maintenance Fund	Contracts Repairs			
310305	UNITED RENTALS NORTHWEST, INC.			
Ongoing & Major	Rental Contracts	BUILDING SERVICES		\$25,000.00
Maintenance Account				
310308	LLOYD PEST CONTROL			
Unrestricted	Housekeeping	BUILDING SERVICES		\$50,000.00
Discretionary	Services All Other			
Accounts				
310309	INTERIOR MANAGEMENT, INCORPORATED			
Ongoing & Major	Maintenance	BUILDING SERVICES		\$25,000.00
Maintenance Account	Contracts Repairs			

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

From 25-JUN-2014 through 22-JUL-2014 Page: 09 of 12

PO No.	Vendor		BOA Date
Funding	Description	Location	Amount
310310	GREGORY ALLAN YANCY DBA G.C. FIRE		
Deferred	Maintenance	BUILDING SERVICES	\$36,590.00
Maintenance Fund	Contracts Repairs		
310311	INTERCOM CLOCKS & SIGNAL SERVICE		
Ongoing & Major	Maintenance	BUILDING SERVICES	\$44,000.00
Maintenance Account	Contracts Repairs		
310316	MONTGOMERY HARDWARE COMPANY		
Deferred	Locks Supplies	BUILDING SERVICES	\$45,000.00
Maintenance Fund			
310317	FERGUSON ENTERPRISES, INC.		
Deferred	Plumbing Supplies	BUILDING SERVICES	\$50,000.00
Maintenance Fund			
310319	CALIFORNIA DEPARTMENT OF EDUCATION		
General Fund	Interest	UNDEFINED	\$25,000.00
310323	US POSTAL SERVICE		
Unrestricted	Bulk Mail	DISTRICTWIDE	\$100,000.00
Discretionary	(Warehouse Use		
Accounts	Only)		
310328	PITNEY BOWES, INC.		
Unrestricted One	Rental Contracts	PUBLICATIONS	\$49,117.80
time Funds			
310329	STRATEGIC EDUCATION SERVICES		2014/06/10
Unrestricted	Consultant	BUSINESS SERVICES	\$36,000.00
Discretionary	Noninstructional	DIVISION	
Accounts			
310331	MCKENNA LONG & ALDRIDGE, LLP		2014/06/10
Unrestricted	Legal Audit and	BUSINESS SERVICES	\$75,000.00
Discretionary	Election Contracts	DIVISION	
Accounts			
310332	JOSEPH WALTER ROMBOLD dba CODECHEK		2014/06/10
Unrestricted	Consultant	BUSINESS SERVICES	\$30,000.00
Discretionary	Noninstructional	DIVISION	
Accounts			
310380	COASTAL SECURE SHREDDING, INC.		
Unrestricted	Districtwide	WAREHOUSE AND	\$25,000.00
Discretionary	Shredding	DELIVERY	
Accounts			

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

From 25-JUN-2014 through 22-JUL-2014 Page: 10 of 12

PO No.	Vendor			BOA Date
Funding	Description	Location		Amount
310383	PHONAK HEARING SYSTEMS			
Special Education	Health Supplies	TAFT ELEMENTARY SCHOOL		\$25,000.00
310387	VERTICAL TRANSPORT, INC.			2014/06/10
Deferred Maintenance Fund	Maintenance Contracts Repairs	BUILDING SERVICES		\$100,000.00
310388	APPLE, INC.			
Unrestricted-School & Library Improvement BG	Non-Capitalized Equipment	ELEMENTARY DIVISION		\$49,434.00
310393	ORACLE AMERICA, INC.			
Unrestricted Discretionary Accounts	Maintenance Contracts Repairs	TECHNOLOGY INNOVATION SERVICES		\$211,905.57
310394	ESCHOLAR, LLC			
Unrestricted Discretionary Accounts	Maintenance Contracts Repairs	TECHNOLOGY INNOVATION SERVICES		\$74,687.00
310400	DALKE & SONS CONSTRUCTION, INC.			
Special Reserve Fund	Building Contractor	VALLEY HIGH SCHOOL		\$376,480.00
310401	WOLVERINE FENCE COMPANY, INC.			
Measure G Series E	Building Contractor	LATHROP INTERMEDIATE SCHOOL		\$131,000.00
310406	IRVINE PIPE AND SUPPLY			
Deferred Maintenance Fund	Electrical/ Electronics Building Maintenance Supplies	BUILDING SERVICES		\$80,000.00
310408	ORANGE COUNTY AUTO PARTS NAPA			
Ongoing & Major Maintenance Account	Equipment Maintenance Supplies	BUILDING SERVICES		\$55,000.00
310410	BAT JAC GLASS, INC.			
Ongoing & Major Maintenance Account	Maintenance Contracts Repairs	BUILDING SERVICES		\$50,000.00
310430	CASE & SONS CONSTRUCTION, INC.			
Deferred Maintenance Fund	Maintenance Contracts Repairs	BUILDING SERVICES		\$31,700.00

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

From 25-JUN-2014 through 22-JUL-2014 Page: 11 of 11

PO No.	Vendor			BOA Date
Funding	Description	Location		Amount
310434	CASE & SONS CONSTRUCTION, INC. Deferred Maintenance Fund	Maintenance Contracts Repairs	BUILDING SERVICES	\$31,700.00
310438	DT-COMP, INC. Unrestricted Discretionary Accounts	Other Contracts	TECHNOLOGY INNOVATION SERVICES	\$27,000.00
310449	A-G SOD FARMS, INC. Unrestricted Discretionary Accounts	Grounds Maintenance Supplies	BUILDING SERVICES	\$28,952.00
310455	XEROX CORPORATION Unrestricted One Time Funds	Rental Contracts	PUBLICATIONS	\$325,373.28
310486	L A FEDERAL ARMORED Child Nutrition: School Programs	Armored Car Service Cafeteria	NUTRITION SERVICES	\$45,000.00
310487	LOEWY ENTERPRISES, INC. dba SUNRISE PRODUCE CO. Child Nutrition: School Programs	Food Inventory Site Distribution	NUTRITION SERVICES	\$250,000.00
310499	BEN'S ASPHALT, INC. Measure G Series E		FRANKLIN ELEMENTARY SCHOOL	\$132,105.25
310506	WILLIAMS SCOTSMAN, INC. OPSC School Facilities Bond	Building Electrical Installation Portables	MITCHELL CHILD DEVELOPMENT CENTER	\$121,610.00
310511	CAPITOL ADVISORS GROUP, LLC Unrestricted Discretionary Accounts	Consultant Noninstructional	BUSINESS SERVICES DIVISION	2014/06/10 \$26,000.00
310513	VAVRINEK TRINE DAY COMPANY, LLP 2014/06/10 Unrestricted Discretionary Accounts	Legal Audit and Election Contracts	BUSINESS SERVICES DIVISION	\$81,000.00
310514	EDUCATIONAL CONSULTING SERVICES, INC. Unrestricted Discretionary	Consultant Noninstructional	BUSINESS SERVICES DIVISION	2014/06/24 \$40,000.00

Accounts

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

From 25-JUN-2014 through 22-JUL-2014 Page: 12 of 12

PO No.	Vendor			BOA Date
Funding	Description	Location		Amount
310517	DELL MARKETING L.P.			
Common Core State Standards (CCSS)	Non-Capitalized Equipment	DEPUTY SUPERINTENDENT'S OFFICE		\$446,250.00
310518	AREY JONES EDUCATIONAL SOLUTIONS			
Common Core State Standards (CCSS)	Non-Capitalized Equipment	DEPUTY SUPERINTENDENT'S OFFICE		\$89,495.00
310519	AREY JONES EDUCATIONAL SOLUTIONS			
Common Core State Standards (CCSS)	Non-Capitalized Equipment	DEPUTY SUPERINTENDENT'S OFFICE		\$242,024.00
310520	APPLE, INC.			
Common Core State Standards (CCSS)	Non-Capitalized Equipment	DEPUTY SUPERINTENDENT'S OFFICE		\$72,845.70
310580	SHERWIN-WILLIAMS #4360			
Ongoing & Major Maintenance Account	Carpenters/Paint Supplies	BUILDING SERVICES		\$25,000.00
310587	KYA SERVICES, LLC			
Deferred Maintenance Fund	General Maintenance Supplies	BUILDING SERVICES		\$210,888.27
310590	ESCHOOL SOLUTIONS, INC.			
Unrestricted Discretionary Accounts	Maintenance Contracts Repairs	HUMAN RESOURCES DIVISION		\$25,818.00

AGENDA ITEM BACKUP SHEET
August 26, 2014

Board Meeting

TITLE: **Ratification of Expenditure Summary and Warrant Listing for Period of June 25, 2014 through July 22, 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 25, 2014 through July 22, 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 25, 2014 through July 22, 2014.



Santa Ana Unified School District

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

Richard L. Miller, Ph.D., Superintendent

Date: June 22, 2014
To: Richard L. Miller, Ph.D., Superintendent
From: Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations
Subject: Expenditures Summary: From 25-JUN-2014 through 22-JULY-2014

Fund 01 General Fund	\$5,791,021.82
Fund 12 Child Development	\$24,090.24
Fund 13 Cafeteria Fund	\$593,809.83
Fund 14 Deferred Maintenance Fund	\$282,108.90
Fund 24 SAUSD GO Bond, 2008 Election, Series A Building Fund	\$9,562.50
Fund 25 Capital Facilities Fund	\$3,300.00
Fund 29 Measure G	\$8,038.59
Fund 35 County School Facilities Fund	\$533,283.06
Fund 40 Special Reserve Fund	\$262,018.64
Fund 49 Capital Project Fund for Blended Component	\$21,713.64
Fund 68 Workers' Compensation	\$51,453.25
Fund 69 Health & Welfare	\$736,206.50
Fund 81 Property & Liability	\$82,168.50
Total Expenditures:	\$8,398,775.47

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

July 09, 2014

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 01 General Fund			
84195428	DELL MARKETING, L.P.		\$129,058.77
	Economic Impact Aid	FREMONT ELEMENTARY SCHOOL	
	Economic Impact Aid-LEP	KING ELEMENTARY SCHOOL	
		TAFT ELEMENTARY SCHOOL	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	FREMONT ELEMENTARY SCHOOL	
		STUDENT ACHIEVEMENT	
		TAFT ELEMENTARY SCHOOL	
	Unrestricted Discretionary Accounts	FREMONT ELEMENTARY SCHOOL	
		TECHNOLOGY INNOVATION SERVICES	
		WAREHOUSE AND DELIVERY	
	Unrestricted One-time Funds	TECHNOLOGY INNOVATION SERVICES	
84195363	AT&T		\$41,324.46
	Unrestricted Discretionary Accounts	DISTRICTWIDE	
84195595	MARDAN CENTER OF EDUCATION THERAPY		\$26,488.00
	Special Education	SPECIAL EDUCATION	

SAUSD Board of Education Warrant Listing

July 09, 2014

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84195571	AREY JONES EDUCATIONAL SOLUTIONS		\$107,555.24
	Common Core State Standards (CCSS)	DEPUTY SUPERINTENDENT'S OFFICE	
	Economic Impact Aid	CARR INTERMEDIATE SCHOOL	
		ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT	
		MCFADDEN INTERMEDIATE SCHOOL	
	Economic Impact Aid-LEP	CARR INTERMEDIATE SCHOOL	
		MCFADDEN INTERMEDIATE SCHOOL	
		SEPULVEDA ELEMENTARY SCHOOL	
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	LORIN GRISET ACADEMY	
		MCFADDEN INTERMEDIATE SCHOOL	
	Kinder Readiness Program II	EARLY CHILDHOOD EDUCATION	
	Special Ed: IDEA Preschool Local Entitlement, Part B, Sec 611	MITCHELL CHILD DEVELOPMENT CENTER	
	Unrestricted - Community Day Schools (2430)	COMMUNITY DAY HIGH SCHOOL	
	Unrestricted - Regional Occupational Centers/Program (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	
	Unrestricted Discretionary Accounts	SEGERSTROM HIGH SCHOOL	
		TECHNOLOGY INNOVATION SERVICES	
84195564	SOUTHWEST SCHOOL AND OFFICE SUPPLY		\$54,062.89
	Economic Impact Aid	MCFADDEN INTERMEDIATE SCHOOL	
	Economic Impact Aid-LEP	MCFADDEN INTERMEDIATE SCHOOL	
		VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
		WAREHOUSE AND DELIVERY	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MCFADDEN INTERMEDIATE SCHOOL	
		VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	
	IASA: Title I Migrant Ed Regular and Summer Program	MIGRANT EDUCATION	
	Unrestricted Discretionary Accounts	MCFADDEN INTERMEDIATE SCHOOL	
		VISUAL & PERFORMING ARTS	

SAUSD Board of Education Warrant Listing

July 09, 2014

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84195560	PERMA BOUND BOOKS HERTZBERG NEW METHOD, INC.		\$36,287.86
	Economic Impact Aid-LEP	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
	Lottery: Instructional Materials	STATE TEXTBOOKS	

SAUSD Board of Education Warrant Listing

July 09, 2014

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84195531	CERTIFIED TRANSPORTATION SERVICE, INC.		\$57,801.00
	Donations (Miscellaneous)	CENTURY HIGH SCHOOL	
		MADISON ELEMENTARY SCHOOL	
		PIO PICO ELEMENTARY SCHOOL	
	Donations-ASB Transportation	GODINEZ FUNDAMENTAL HIGH SCHOOL	
		LORIN GRISET ACADEMY	
		MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	
		SADDLEBACK HIGH SCHOOL	
		SPURGEON INTERMEDIATE SCHOOL	
	Economic Impact Aid	EDISON ELEMENTARY SCHOOL	
		KING ELEMENTARY SCHOOL	
	Economic Impact Aid-LEP	WALKER ELEMENTARY SCHOOL	
	Education Academy [0434] CHS	CENTURY HIGH SCHOOL	
	Head Start	CHILD DEVELOPMENT	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MONTE VISTA ELEMENTARY SCHOOL	
		SANTA ANA HIGH SCHOOL	
		STUDENT ACHIEVEMENT	
	Special Ed: Mental Health Services	GODINEZ FUNDAMENTAL HIGH SCHOOL	
	Unrestricted - CAHSEE Intensive (7055)	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	
	Unrestricted - Regional Occupational Centers/Program (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	
	Unrestricted Discretionary Accounts	CARR INTERMEDIATE SCHOOL	
		CENTURY HIGH SCHOOL	
		ESQUEDA ELEMENTARY SCHOOL	
		GODINEZ FUNDAMENTAL HIGH SCHOOL	
		MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	
		MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	
		SEGERSTROM HIGH SCHOOL	
		VALLEY HIGH SCHOOL	

SAUSD Board of Education Warrant Listing

July 09, 2014

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
		VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	
		WILLARD INTERMEDIATE SCHOOL	
84195523	APPLE, INC.		\$158,121.82
	Donations (Miscellaneous)	MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	STUDENT ACHIEVEMENT	
	Ongoing & Major Maintenance Account	BUILDING SERVICES	
	Two-Way Digital ITFS Licensee Revenue	TECHNOLOGY	
	Unrestricted Discretionary Accounts	COMMUNITY RELATIONS	
		MONTE VISTA ELEMENTARY SCHOOL	
		SECONDARY DIVISION	
		TECHNOLOGY INNOVATION SERVICES	
	Unrestricted One-time Funds	DISTRICTWIDE	
84195481	COMMLINE, INC.		\$42,303.60
	COPS 2006 Secure Our Schools	RISK MANAGEMENT	
	Risk Management - Undesignated	RISK MANAGEMENT	
	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	

SAUSD Board of Education Warrant Listing

July 09, 2014

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84195453	REVOLVING CASH FUND		\$40,400.76
	Donations (Miscellaneous)	SUPERINTENDENT'S OFFICE	
	Economic Impact Aid-LEP	LATHROP INTERMEDIATE SCHOOL	
	Fund 01 General Fund	Cash Account	
		DISTRICT EMPLOYEE BENEFITS	
		DISTRICTWIDE	
	Head Start	CHILD DEVELOPMENT	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	JACKSON ELEMENTARY SCHOOL	
		MONTE VISTA ELEMENTARY SCHOOL	
		PIO-PICO ELEMENTARY SCHOOL	
		ROMERO-CRUZ ELEMENTARY SCHOOL	
	Unrestricted Discretionary Accounts	DISTRICTWIDE	
		SADDLEBACK HIGH SCHOOL	
		SCHOOL POLICE SERVICES	
		SUPERINTENDENT'S OFFICE	
	Unrestricted One-time Funds	SECONDARY DIVISION	
84195652	PRB CONSTRUCTION		\$29,831.87
	Unrestricted - Regional Occupational Centers/Program (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	
	Unrestricted Discretionary Accounts	SCHOOL POLICE SERVICES	
84195432	EDUCATION PIONEERS		\$28,700.00
	Unrestricted Discretionary Accounts	TECHNOLOGY INNOVATION SERVICES	

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84195710	U S BANK - CAL CARD		\$100,834.91
	Beginning Teacher-BTSA	STAFF DEVELOPMENT	
	Child Nutrition: Healthy Active Families	SPECIAL PROJECTS/WELLNESS	
	Donations (Miscellaneous)	LINCOLN ELEMENTARY SCHOOL	
		LOWELL ELEMENTARY SCHOOL	
		MADISON ELEMENTARY SCHOOL	
		MARTIN ELEMENTARY SCHOOL	
		REMINGTON ELEMENTARY SCHOOL	
		SEPULVEDA ELEMENTARY SCHOOL	
	Economic Impact Aid	GARFIELD ELEMENTARY SCHOOL	
		LATHROP INTERMEDIATE SCHOOL	
		LOWELL ELEMENTARY SCHOOL	
		ROOSEVELT ELEMENTARY SCHOOL	
		SEPULVEDA ELEMENTARY SCHOOL	
		WILLARD INTERMEDIATE SCHOOL	
	Economic Impact Aid-LEP	HEROES ELEMENTARY SCHOOL	
	Fund 01 General Fund	HUMAN RESOURCES DIVISION	
	Global Business Academy [0190] VHS	VALLEY HIGH SCHOOL	
	Head Start	CHILD DEVELOPMENT	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CARVER ELEMENTARY SCHOOL	
		CENTURY HIGH SCHOOL	
		DIAMOND ELEMENTARY SCHOOL	
		HARVEY ELEMENTARY SCHOOL	
		HEROES ELEMENTARY SCHOOL	
		JACKSON ELEMENTARY SCHOOL	
		KENNEDY ELEMENTARY SCHOOL	
		KING ELEMENTARY SCHOOL	
		LATHROP INTERMEDIATE SCHOOL	

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		LOWELL ELEMENTARY SCHOOL	
		MARTIN ELEMENTARY SCHOOL	
		MONTE VISTA ELEMENTARY SCHOOL	
		PIO PICO ELEMENTARY SCHOOL	
		REMINGTON ELEMENTARY SCHOOL	
		ROMERO-CRUZ ELEMENTARY SCHOOL	
		ROOSEVELT ELEMENTARY SCHOOL	
		SEPULVEDA ELEMENTARY SCHOOL	
		STUDENT ACHIEVEMENT	
		THORPE FUNDAMENTAL ELEMENTARY SCHOOL	
		VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	
		WILLARD INTERMEDIATE SCHOOL	
	Ongoing & Major Maintenance Account	BUILDING SERVICES	
	S.D. Bechtel, Jr. Foundation	STAFF DEVELOPMENT	
	Special Education	SPECIAL EDUCATION	
	Title II-Part A Improving Teacher Quality	ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT	
	Two-Way Digital ITFS Licensee Revenue	TECHNOLOGY	
	Unrestricted - Community Day Schools (2430)	COMMUNITY DAY HIGH SCHOOL	
	Unrestricted Discretionary Accounts	ACCOUNTING DEPARTMENT	
		BUSINESS SERVICES DIVISION	
		CONSTRUCTION	
		FACILITIES/GOVERNMENTAL RELATIONS	
		FRANKLIN ELEMENTARY SCHOOL	
		FREMONT ELEMENTARY SCHOOL	
		HEROES ELEMENTARY SCHOOL	
		HUMAN RESOURCES DIVISION	
		JACKSON ELEMENTARY SCHOOL	
		LORIN GRISET ACADEMY	

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
		PAYROLL DEPARTMENT	
		SEPULVEDA ELEMENTARY SCHOOL	
		TECHNOLOGY INNOVATION SERVICES	
		VISUAL & PERFORMING ARTS	
		WILLARD INTERMEDIATE SCHOOL	
		WILSON ELEMENTARY SCHOOL	
	Unrestricted-School & Library Improvement BG (7395)	SECONDARY DIVISION	
84195427	COLLEGE BOARD		\$127,153.00
	Advanced Placement Examination Fees	SECONDARY DIVISION	
84195425	CAL PERS SAFETY		\$58,836.33
	Fund 01 General Fund	DISTRICT EMPLOYEE BENEFITS	
84195422	ATKINSON, ANDELSON, LOYA, RUUD & ROMO		\$146,382.75
	Unrestricted Discretionary Accounts	BUSINESS SERVICES DIVISION	
		HUMAN RESOURCES DIVISION	
84195419	XEROX CORPORATION		\$204,538.36
	Unrestricted Discretionary Accounts	DISTRICTWIDE	
84195418	XEROX CORPORATION		\$35,962.52
	Unrestricted One-time Funds	PUBLICATIONS	
84195406	ORANGE COUNTY DEPARTMENT OF EDUCATION		\$102,084.86
	Special Ed: Mental Health Services	PUPIL SUPPORT SERVICES	
84195392	INTERNATIONAL CENTER FOR LEADERSHIP		\$65,100.00
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	STUDENT ACHIEVEMENT	
84195390	FOLLETT SCHOOL SOLUTIONS, INC.		\$558,647.50
	Lottery: Instructional Materials	STATE TEXTBOOKS	

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84195368	SOUTHERN CALIFORNIA EDISON		\$710,561.45
	Head Start	CHILD DEVELOPMENT	
	Unrestricted - Regional Occupational Centers/Program (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	
	Unrestricted Discretionary Accounts	DISTRICTWIDE	
84195365	CITY OF SANTA ANA		\$25,917.30
	Unrestricted Discretionary Accounts	DISTRICTWIDE	
84195452	REGENTS OF THE UNIVERSITY OF CALIFORNIA AT		\$66,000.00
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	STUDENT ACHIEVEMENT	
84195617	UNISOURCE WORLDWIDE, INC.		\$36,660.96
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
		PUBLICATIONS	

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84195843	DRIFTWOOD DAIRY Child Nutrition: School Programs	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL NUTRITION SERVICES	\$28,468.03
84195845	GOLD STAR FOODS Child Nutrition: School Programs	NUTRITION SERVICES SANTA ANA HIGH SCHOOL SEGERSTROM HIGH SCHOOL VALLEY HIGH SCHOOL	\$48,538.96
84195836	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 JACKSON ELEMENTARY SCHOOL KENNEDY ELEMENTARY SCHOOL KING ELEMENTARY SCHOOL LINCOLN ELEMENTARY SCHOOL	\$30,245.00
84195829	NATIONAL FOOD GROUP, INC. Child Nutrition: School Programs	NUTRITION SERVICES	\$34,214.40

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84195824	LOEWY ENTERPRISES, INC. dba SUNRISE PRODUCE Child Nutrition: School Programs	CARR INTERMEDIATE SCHOOL CENTURY HIGH SCHOOL GODINEZ FUNDAMENTAL HIGH SCHOOL LATHROP INTERMEDIATE SCHOOL MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL MCFADDEN INTERMEDIATE SCHOOL MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL NUTRITION SERVICES 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	\$55,913.23
84195816	IFUSION SOLUTIONS, INC. Child Nutrition: School Programs	NUTRITION SERVICES	\$28,080.00
84195806	GOLD STAR FOODS Child Nutrition: School Programs	NUTRITION SERVICES SEGERSTROM HIGH SCHOOL SPURGEON INTERMEDIATE SCHOOL	\$60,037.13
84195800	DRIFTWOOD DAIRY Child Nutrition: School Programs	LATHROP INTERMEDIATE SCHOOL NUTRITION SERVICES SADDLEBACK HIGH SCHOOL	\$53,311.81

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84195786	A & R WHOLESALE DISTRIBUTORS Child Nutrition: School Programs	CARR INTERMEDIATE SCHOOL GODINEZ FUNDAMENTAL HIGH SCHOOL MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL NUTRITION SERVICES WILLARD INTERMEDIATE SCHOOL	\$39,577.36
84195810	GOLD STAR FOODS Child Nutrition: School Programs	CARR INTERMEDIATE SCHOOL GODINEZ FUNDAMENTAL HIGH SCHOOL NUTRITION SERVICES SEGERSTROM HIGH SCHOOL	\$27,887.08
Fund 14 Deferred Maintenance Fund			
84195857	JL COBB PAINTING Fund 01 General Fund Fund 14 Deferred Maintenance Fund	ACCOUNTING DEPARTMENT BUILDING SERVICES	\$28,333.74

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Fund 35 County School Facilities Fund			
84195868	BALFOUR BEATTY CONSTRUCTION Fund 35 OPSC School Facilities Bond Projects	MITCHELL CHILD DEVELOPMENT CENTER WILLARD INTERMEDIATE SCHOOL WILSON ELEMENTARY SCHOOL	\$177,344.44
84195888	WOLVERINE FENCE COMPANY, INC. Fund 35 OPSC School Facilities Bond Projects	CARR INTERMEDIATE SCHOOL TAFT ELEMENTARY SCHOOL	\$32,617.00
84195877	KYA SERVICES, LLC Fund 35 OPSC School Facilities Bond Projects	WILLARD INTERMEDIATE SCHOOL	\$69,455.14
84195875	HORIZONS CONSTRUCTION CO. INT'L, INC. Fund 35 OPSC School Facilities Bond Projects	WILSON ELEMENTARY SCHOOL	\$148,504.00
84195876	HORIZONS CONSTRUCTION CO. INT'L, INC. Fund 35 OPSC School Facilities Bond Projects	WILSON ELEMENTARY SCHOOL	\$25,950.20
Fund 40 Special Reserve Fund			
84195890	GHATAODE BANNON ARCHITECTS, LLP Fund 40 Special Reserve Fund	VALLEY HIGH SCHOOL	\$102,586.18
84195891	HORIZONS CONSTRUCTION CO. INT'L, INC. Fund 40 Valley HS Repair	VALLEY HIGH SCHOOL	\$104,082.99
Fund 68 Workers' Compensation			
84195899	SANTA ANA UNIFIED SCHOOL DISTRICT WORKERS' COMP. Fund 68 Workers' Compensation	RISK MANAGEMENT	\$35,307.18

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Fund 69 Health & Welfare			
84195906	SANTA ANA UNIFIED SCHOOL DISTRICT		\$500,000.00
	Health & Welfare - Active Employees	DISTRICT EMPLOYEE BENEFITS	
	Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS	
84195902	ALAMEDA COUNTY SCHOOLS INSURANCE GROUP (ACSIG)		\$234,431.72
	Health & Welfare - Active Employees	DISTRICT EMPLOYEE BENEFITS	
	Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS	
Fund 81 Property & Liability			
84195907	COMMLINE, INC.		\$29,818.36
	Fund 81 Property & Liability	RISK MANAGEMENT	
84195908	CORVEL CORPORATION		\$49,059.27
	Fund 81 Property & Liability	RISK MANAGEMENT	
		Grand Total:	\$4,934,379.43

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 01 General Fund			
84196034	AKINS IT, INC. Common Core State Standards (CCSS)	DEPUTY SUPERINTENDENT'S OFFICE	\$43,587.84
84195916	SOUTHERN CALIFORNIA EDISON Unrestricted Discretionary Accounts	DISTRICTWIDE	\$44,577.15
84195918	DELL MARKETING L.P. Economic Impact Aid Economic Impact Aid-LEP IASA: Title I Basic Grants Low-Income and Neglected, Part A Unrestricted Discretionary Accounts	FREMONT ELEMENTARY SCHOOL FREMONT ELEMENTARY SCHOOL ESQUEDA ELEMENTARY SCHOOL FREMONT ELEMENTARY SCHOOL FREMONT ELEMENTARY SCHOOL	\$40,382.28
84195919	DIGITAL NETWORKS GROUP, INC. Unrestricted - Regional Occupational Centers/Program (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	\$36,475.05
84195923	ORANGE COUNTY DEPARTMENT OF EDUCATION Special Ed: Mental Health Services	PUPIL SUPPORT SERVICES	\$101,784.94
84195926	SILICON VALLEY MATHEMATICS INITIATIVE, LLC. S.D. Bechtel, Jr. Foundation	STAFF DEVELOPMENT	\$25,569.78
84195912	U S BANK - CAL CARD Carol M White PEP Grant Donations (Miscellaneous) Economic Impact Aid Economic Impact Aid-LEP Education Academy [0434] CHS Fund 01 General Fund	SPECIAL PROJECTS/WELLNESS SANTA ANA HIGH SCHOOL MONROE ELEMENTARY SCHOOL CENTURY HIGH SCHOOL SANTA ANA HIGH SCHOOL CENTURY HIGH SCHOOL PUBLICATIONS	\$48,771.27

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	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CARR INTERMEDIATE SCHOOL	
		CENTURY HIGH SCHOOL	
		ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT	
		PIO-PICO ELEMENTARY SCHOOL	
		SPURGEON INTERMEDIATE SCHOOL	
	IASA: Title I Migrant Ed Regular and Summer Program	MIGRANT EDUCATION	
	Ongoing & Major Maintenance Account	BUILDING SERVICES	
	Parent Involvement/School Climate Grant	PUPIL SUPPORT SERVICES	
	Recognition Programs	DEPUTY SUPERINTENDENT'S OFFICE	
	Title II-Part A Improving Teacher Quality	STAFF DEVELOPMENT	
	Unrestricted - Community Day Schools (2430)	COMMUNITY DAY HIGH SCHOOL	
	Unrestricted Discretionary Accounts	ACCOUNTING DEPARTMENT	
		BUILDING SERVICES	
		BUSINESS SERVICES DIVISION	
		CARR INTERMEDIATE SCHOOL	
		CENTURY HIGH SCHOOL	
		COMMUNICATIONS OFFICE	
		CONSTRUCTION	
		DEPUTY SUPERINTENDENT'S OFFICE	
		HUMAN RESOURCES DIVISION	
		INSTRUCTIONAL MEDIA CENTER	
		PUBLICATIONS	
		PUPIL SUPPORT SERVICES	
		RETIREE AWARD & RECOGNITION	
		SANTA ANA HIGH SCHOOL	
		SCHOOL POLICE SERVICES	

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
		SEGERSTROM HIGH SCHOOL	
		SPURGEON INTERMEDIATE SCHOOL	
		WAREHOUSE AND DELIVERY	
	Visual & Performing Arts Professional Learning Community Grant	VISUAL & PERFORMING ARTS	
84195957	LAKESHORE LEARNING MATERIALS		\$87,042.91
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
	Head Start	CHILD DEVELOPMENT	
	Kinder Readiness Program II	EARLY CHILDHOOD EDUCATION	
84196043	DURHAM SCHOOL SERVICES, L.P.		\$707,474.67
	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	HOOVER ELEMENTARY SCHOOL	
	Pupil Transportation (7230/7240)	TRANSPORTATION DEPARTMENT	
	Transportation-Special Education	TRANSPORTATION DEPARTMENT	
	Unrestricted - Regional Occupational Centers/Program (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	
84196061	ORANGE COUNTY DEPARTMENT OF EDUCATION		\$228,582.37
	Special Education	SPECIAL EDUCATION	
84196067	RED ROCK CANYON SCHOOL ADOLESCENT		\$25,170.00
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
	Special Ed: Mental Health Services	SPECIAL EDUCATION	
	Special Education	SPECIAL EDUCATION	
84196101	SOUTHLAND INSTRUMENTS, INC.		\$37,615.70
	Unrestricted One-time Funds	SECONDARY DIVISION	
84195934	AREY JONES EDUCATIONAL SOLUTIONS		\$170,059.33
	Common Core State Standards (CCSS)	DEPUTY SUPERINTENDENT'S OFFICE	
	Economic Impact Aid	CHAVEZ CONTINUATION HIGH SCHOOL	
		LORIN GRISET ACADEMY	
		MCFADDEN INTERMEDIATE SCHOOL	

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
	Economic Impact Aid-LEP	FREMONT ELEMENTARY SCHOOL	
		MCFADDEN INTERMEDIATE SCHOOL	
		MONTE VISTA ELEMENTARY SCHOOL	
		PIO PICO ELEMENTARY SCHOOL	
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
	Two-Way Digital ITFS Licensee Revenue	TECHNOLOGY	
	Unrestricted - Community Day Schools (2430)	COMMUNITY DAY HIGH SCHOOL	
	Unrestricted - Regional Occupational Centers/Program (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	
	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	
		ESQUEDA ELEMENTARY SCHOOL	
		MONTE VISTA ELEMENTARY SCHOOL	
		SECONDARY DIVISION	
		SPURGEON INTERMEDIATE SCHOOL	
	Unrestricted One-time Funds	DISTRICTWIDE	
Fund 14 Deferred Maintenance Fund			
84196115	BAT JAC GLASS, INC.		\$25,788.50
	Fund 14 Deferred Maintenance Fund	BUILDING SERVICES	
84196124	JOHNSTONE SUPPLY		\$38,663.90
	Fund 14 Deferred Maintenance Fund	BUILDING SERVICES	
Fund 40 Special Reserve Fund			
84196142	AT&T CALIFORNIA		\$36,786.57
	Fund 40 Special Reserve Fund	VALLEY HIGH SCHOOL	
Grand Total:			\$1,698,332.26

AGENDA ITEM BACKUP SHEET
August 26, 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 25, 2014 through July 22, 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 25, 2014 through July 22, 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 25, 2014 through July 22, 2014.

2014-15 LISTING OF CONSULTANTS/CONTRACTED SERVICES
Submitting Division: Educational Services
August 26, 2014

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED	REQ. NO.
1.	Segerstrom Center of the Arts Ratification	Garfield Elementary School: Students will learn self-acceptance and respect to others through a collection of multicultural Folktales.	July 2, 2014 through July 31, 2014		Summer Enrichment	\$935.00	164956
2.	Community Matters	Century High School: Will provide a two-day training for teachers and students to serve as Safe School Ambassadors in Anti-Bullying program.	October 1, 2014 through June 30, 2015		Title I	\$4,900.00	163723
3.	Silicon Valley Mathematics Initiative, LLC`	Educational Services: Will provide 70 sessions of math professional development services to District staff supporting the new State Standards and mathematical practices.	August 27, 2014 through June 30, 2015		Bechtel	\$170,000.00	164722
4.	California Education Partners	Educational Services: As a CORE member, Each priority school will have a CORE School pairing Program Support Coach assigned to facilitate/support the partnership, providing coaching support to each school; with their improvement plans, to organize ongoing coaching and support for implementation.	September 5, 2014 through June 30, 2015		Title I	\$15,800.00	164770

2014-15 LISTING OF CONSULTANTS/CONTRACTED SERVICES

Submitting Division: Educational Services

August 26, 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.	Education Solutions and Results	<p>Educational Services: Will provide support to site principals and administrators in identify what data is essential in analyzing student achievement; learning the District data systems and the specific software to assist in the report-generating process (Aeries, Illuminate, Garner Center, etc.), focus on using data as an accountability tool to measure and monitor student growth over time and with identified student sub-groups, understand components of the District's dashboard for setting long-terms goals, and understand how to use more dynamic data to set short-term goals.</p>	August 27, 2014 through June 30, 2015		General Fund	\$38,000.00	165091
6.	Education Trust-West (ETW) and the National Center for Urban School Transformation (NCUST)	<p>Educational Services: ETW and NCUST will work with SAUSD to provide an Educational Opportunity Audit and Blueprint for Action (EOA). The contractor, ETW will oversee the project to work with all SAUSD high schools and representative intermediate schools to conduct the EOA through transcript analysis data gathering, focus groups, community dialogue and coordinated review and planning efforts. The goal of the audit will be to identify current levels of high school preparation as well as to identify necessary changes in policies and practices to close persistent opportunity and achievement gaps.</p>	August 27, 2014 through June 30, 2016		LCFF Fund	\$198,000.00	165038

2014-15 LISTING OF CONSULTANTS/CONTRACTED SERVICES

Submitting Division: Educational Services

August 26, 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.
7.	Child Plus	Head Start: Will increase staff knowledge on utilizing the Child Plus data base systems which will enhance quality of program services to ensure compliance.	August 28, 2014 through September 8, 2014		Head Start	\$2,834.00	165005
8.	Patty Kimbrell dba Kimbrell, Inc.	Head Start: Will provide two workshops to Head Start teachers on integrating nutrition physical activity children's daily routine to promote healthy living. The session will illustrate the importance of nutrition and physical activity in the daily routine to prevent obesity in young children early childhood. The workshop is an activity that is indicated in the program goals and objectives.	September 5, 2014 through March 30, 2015		Head Start	\$1,800.00	165042
9.	JumpStart	Head Start: Jump Start students from California State University, Fullerton will provide literacy activities to parents and students in the Head Start classroom two days a week. No cost to the District.	September 2, 2014 through June 30, 2015		N/A	No cost to the District	N/A
10.	Childcare Results dba CCR Analytics	Head Start: Will collect data from the Family Outcomes Survey and provide an analysis and reports to identify strengths and areas of improvement to promote better program planning to meet the needs of families.	August 27, 2014 through September 30, 2014		Head Start	\$1,100.00	165049

2014-15 LISTING OF CONSULTANTS/CONTRACTED SERVICES

Submitting Division: Educational Services

August 26, 2014

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NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED	REQ. NO.
11.	Key Data Systems	<p>Research and Evaluation: Will provide data reports for schools and District in a variety of accountability areas that include LCAP, CAHSEE, CELDT, and State Improvement Tools. Additionally will provide research methodology and staff development support in the creative use of data in the form of at least three webinars.</p>	<p>August 27, 2014 through June 30, 2015</p>		<p>LCFF Supplemental Fund</p>	<p>\$48,250.00</p>	<p>165487</p>

2014-15 LISTING OF CONSULTANTS/CONTRACTED SERVICES
Submitting Division: Business Services
August 26, 2014

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED	REQ. NO.
12.	Justin Wu	Risk Management: Will provide Oracle programming services related to Health Benefit files; \$80 per hour.	September 1, 2014 through June 30, 2015		Fund 69	\$25,000.00	164500
13.	Premium Food Safety	Nutrition Services: Will provide services for ServSafe Food Manager Certification classes and exams for staff development purposes to Nutrition Services Employees in area of Food Safety. Upon successful completion of the course staff will possess a five year nationally recognized Food Manager certificate.	September 1, 2014 through June 30, 2015		Cafeteria Fund 13	\$5,000.00	165179
14.	Transworld Systems	Payroll: Firm will aid in the collection of funds owed to the District by various vendors/individuals on an as needed basis.	August 27, 2014 through June 30, 2015		General Fund	\$2,000.00	165385
15.	Karen Tzong, Education Pioneer – Analyst Fellowship	Business Services: Consultant will work through the Education Pioneers - Analyst Fellowship Program to provide Santa Ana Unified School District functional review of operations with a focus on organizational efficiencies, data analysis, and enhanced utilization of technology through a process analysis approach. Specifically on the implementation of LCAP and on-going development of monitoring process for all metrics.	August 27, 2014 through June 30, 2015		LCFF Fund	\$80,000.00	165341

2014-15 LISTING OF CONSULTANTS/CONTRACTED SERVICES
Submitting Division: Support Services
August 26, 2014

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED	REQ. NO.
16.	CareerStaff Unlimited, Inc. dba ProCare One	Pupil Support Services: Will provide temp nurses and Licensed Vocational Nurses for the District.	August 27, 2014 through June 30, 2015		PSS/Health Services	\$12,000.00	165034
17.	Anne Delfosse	Support Services: Will provide training for speech pathologists on best practices to assist students in accessing the grade level standards.	August 27, 2014 through June 30, 2015		Special Ed.	\$800.00	165033

AGENDA ITEM BACK-UP SHEET
August 26, 2014

Board Meeting

TITLE: Approval of School Meal Support to Santa Ana Nonpublic Schools Through National School Lunch Program 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 approval to provide meal support to Santa Ana nonpublic schools through the National School Lunch Program. Edward B. Cole Academy Charter, Saint Anne, and Saint Joseph schools in Santa Ana, California, have requested meal service for their 2014-15 school year.

RATIONALE:

The Nutrition Services Department would vend breakfast and/or lunch meals to the appropriate schools according to the established agreement between the District and school sites. This vending opportunity will bring in approximately \$45,000 in additional revenue to the cafeteria fund.

FUNDING:

Cafeteria Fund

RECOMMENDATION:

Approve the school meal support to Santa Ana nonpublic schools through the National School Lunch Program for the 2014-15 school year.

1 AGENDA ITEM BACKUP SHEET

August 26, 2014

Board Meeting

TITLE: Approval of Rejection of Government Code §910 and §910.2 Claim Against Santa Ana Unified School District – File Number: 14-16943 RV

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: 14-16943 RV.

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: 14-16943 RV.

AGENDA ITEM BACKUP SHEET
August 26, 2014

Board Meeting

TITLE: **Approval of Technical Submission of General Waiver on Behalf of Orange County Educational Arts Academy Charter School Transitional Kindergarten Program to State Board of Education**

ITEM: **Consent**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the technical submission of a General Waiver on behalf of Orange County Educational Arts Academy Charter School (OCEAA) related to the charter school's Transitional Kindergarten Program to the State Board of Education (SBE).

RATIONALE:

The administration seeks Board permission to act on behalf of OCEAA, SAUSD authorized charter school, by providing technical assistance to submit a Request for a General Waiver to the State Board of Education. According to the CDE Waiver Office, effective January 7, 2007, California Education Code Section 33054 which allowed a charter school to submit a General Waiver Request on its own behalf was repealed. This means that a charter school can no longer directly submit a general waiver request. Authorizer approval of the waiver request is not required. However, the charter school must request that the chartering district utilize its access to the online CDE Waiver Submission system to submit the waiver request on behalf of the charter school.

OCEAA has prepared a General Waiver to facilitate a request to waive Education Code Section 37202, the equity length of time requirement that all students at a given grade level in a district receive "an equal length" of instructional time. The OCEAA governing board has met the CDE requirements for preparation and submission of the waiver for its transitional kindergarten and kindergarten programs and has submitted supporting documentation to SAUSD to verify that the requirements have been met. A draft copy of the General Waiver has been provided to SAUSD to facilitate the on-line submission on behalf of the charter school.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve to act on behalf of Orange County Educational Arts Academy Charter School by providing technical assistance to submit a General Waiver Request to waive Education CodeSection 37202, the equity length of time requirement for Transitional Kindergarten and Kindergarten Programs to the State Board of Education.

SP:mm

AGENDA ITEM BACK-UP SHEET
August 26, 2014

Board Meeting

TITLE: **Authorization to Utilize Western States Contracting Alliance Master Price Agreement with Lenovo for Purchase of Computer Equipment Supplies Districtwide**

ITEM: **Consent**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to utilize Western States Contracting Alliance (WSCA) Master Price Agreement for the purchase of computer equipment and supplies Districtwide through Lenovo.

RATIONALE:

On August 31, 2009, the State of California entered into a Participating Addendum, which granted local government agencies the ability to purchase computer equipment and supplies by utilizing the Lenovo WSCA Master Price Agreement No. B27168. The California Participating Addendum also provided that it would continue in effect until termination of the agreement or not to exceed a period of five years. The WSCA Master Price Agreement No. B27168 remains in effect until December 31, 2014.

The District may, without going to bid, utilize such contracts pursuant to California Public Contract Code Sections 10298 and 20118. The contract prices offered by Lenovo are fair, reasonable, and competitive. Staff has determined that it is in the best interest of the District to utilize the contract awarded to Lenovo as allowed under the WSCA Master Price Agreement No. B27168.

FUNDING:

Various Funds

RECOMMENDATION:

Authorize staff to utilize Western States Contracting Alliance Master Price Agreement No. B27168 with Lenovo for the purchase of computer equipment, and supplies Districtwide.

AGENDA ITEM BACKUP SHEET
August 26, 2014

Board Meeting

TITLE: **Approval of Deductive Change Order No. 1 for Bid Package No. 13 Heating, Ventilation, and Air Conditioning at Wilson Elementary School Under Modernization Program**

ITEM: **Consent**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of Deductive Change Order No. 1 for Bid Package No. 13 Heating, Ventilation, and Air Conditioning for the Modernization project at Wilson Elementary School. Change orders must be processed and approved. Failure to process change order requests in a timely manner can result in delaying the scheduled completion.

RATIONALE:

During the course of construction, changes to the contract occurred, creating a net deduction on the contracts.

Project	Bid Package	Original Contract Amount	Deductive Change Order Amount	Revised Total Contract Amount	Contractor
Wilson ES Modernization	No. 13 Heating, Ventilation, and Air Conditioning	\$137,000.00	(\$15,653.00)	\$121,347.00	Cool Air Supply, Inc.
TOTAL SAVINGS:		<u>\$137,000.00</u>	<u>(\$15,653.00)</u>	<u>\$121,347.00</u>	

FUNDING:

State School Facilities Program/Measure G: Reduction of \$15,653.00

RECOMMENDATION:

Approve Deductive Change Order No. 1 for Bid Package No. 13 Heating, Ventilation, and Air Conditioning at Wilson Elementary School in the amount of \$15,653.00.

JD:rb

AGENDA ITEM BACKUP SHEET
August 26, 2014

Board Meeting

TITLE: Authorization to Obtain Request for Qualifications for Engineering and Geotechnical Services

ITEM: Consent

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

PREPARED BY: Jessica Mears, Facilities Planner

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to issue a Request for Qualifications to provide engineering and geotechnical services for future District projects.

RATIONALE:

Appointment of a pre-qualified panel of consulting firms specialized in providing engineering and geotechnical services will allow staff to expedite the project planning process. State construction funding requires a competitive process for selection of design professionals per Government Code Sections 4525-4529.5.

FUNDING:

Not Applicable

RECOMMENDATION:

Authorize staff to obtain Request for Qualifications for engineering and geotechnical services for future District projects.

AGENDA ITEM BACKUP SHEET
August 26, 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 - August 26, 2014
CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
RETIREMENTS					
Abend, Sandra	Teacher	Saddleback	June 20, 2014		Retirement - 28 years
Hood-Sanchez, Robert	Counselor	Valley	September 30, 2014		Retirement - 18 years
Thomas, Diane	Teacher	Edison	July 31, 2014		Retirement - 25 years
RESIGNATIONS					
Bookataub, Sullivan J.	Teacher	Godinez	July 30, 2014		Family Responsibilities, accepted another position - 12 years
Delgado, Tara	Counselor	Saddleback	August 11, 2014		Accepted another position - 8 years
Dietsche, Jocelyn	Teacher	Saddleback	August 11, 2014		Moving, family responsibilities - 4 months
Dominguez, Erika	Teacher	Jefferson	July 23, 2014		Moving - 1 year
Elmasri, Joseph	Teacher	Valley	June 20, 2014		Family Responsibilities, accepted another position - 1 year
Henson, Mark	Teacher	Seegerstrom	August 1, 2014		Other - 8 years
Mitchell-Foust, Michelle	Teacher	Lorin Grisot	June 20, 2014		Moving - 5 years

Personnel Calendar
Board Meeting - August 26, 2014
CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
NEW HIRES/RE-HIRES 2014-15					
Akana, Michelle	Teacher	Carver	August 27, 2014		New Hire - Probationary I
Aldana, Maria	Teacher	Sepulveda	August 27, 2014		New Hire - Temporary 44909
Andrade, Carolina	Teacher	Monroe	August 27, 2014		New Hire - Temporary 44920
Arredondo, Humbelina	Teacher	Jefferson	August 27, 2014		New Hire - Temporary 44909
Bailey, Kristy	Teacher	Villa	August 27, 2014		New Hire - Temporary 44909
Bales, Patricia	Teacher	Kennedy	August 27, 2014		New Hire - Temporary 44909
Batty, Jessica	Teacher	Santiago	August 27, 2014		New Hire - Probationary I
Bordzilovski, Andrea	Speech and Language Pathologist	Speech Department	August 27, 2014		New Hire - Probationary I
Calore, Sarah	Teacher	Washington	August 27, 2014		New Hire - Probationary I
Cardenas, Lilia	Teacher	Madison	August 27, 2014		New Hire - Probationary I
Carroll, Sahba	Teacher	Taft	August 27, 2014		New Hire - Temporary 44909
Case, Clementina	Teacher	Washington	August 27, 2014		New Hire - Temporary 44909

Personnel Calendar
Board Meeting - August 26, 2014
CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
NEW HIRES/RE-HIRES 2014-15 (Continued)					
Case, Cynthia	Teacher	Valley	August 27, 2014		New Hire - Probationary I
Chapman, Hannah	Teacher	Carr	August 27, 2014		New Hire - Temporary 44909
Christy, Katherine	Teacher	Godinez	August 27, 2014		New Hire - Temporary 44909
Compton, Laura	Teacher	Willard	August 27, 2014		New Hire - Temporary 44920
Cronmiller, Kelsey	Teacher	Sierra	August 27, 2014		Rehire - Probationary I
Cuadros Pino, Maria	Teacher	McFadden	August 27, 2014		New Hire - Temporary 44909
DeRoche-Duffin, Linda	Teacher	Esqueda	August 27, 2014		New Hire - Temporary 44909
Diaz, Lucero	Teacher	Valley	August 27, 2014		New Hire - Probationary I
Dominguez, Nieves	Teacher	Pio Pico	August 27, 2014		New Hire - Temporary 44909
Dong, Josephine	Teacher	Lowell	August 27, 2014		New Hire - Temporary 44909
Edward, Marina	Teacher	Heroes	August 27, 2014		New Hire - Probationary I
Ekno, Desiree	Teacher	Madison	August 27, 2014		New Hire - Probationary I

**Personnel Calendar
Board Meeting - August 26, 2014**

CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
NEW HIRES/RE-HIRES 2014-15 (Continued)					
Erhard, Heidi	Teacher	Franklin	August 27, 2014		New Hire - Temporary 44920
Erickson, Jessica	Teacher	Saddleback	August 27, 2014		New Hire - Temporary 44909
Espinosa, Miranda	Teacher	Special Education	August 27, 2014		New Hire - Probationary I
Finney, Ashley	Teacher	Madison	August 27, 2014		New Hire - Temporary 44909
Flater, Michael	NJROTC	Santa Ana	August 27, 2014		Rehire - NJROTC 44912
Flores, Marissa N.	Teacher	Taft	August 27, 2014		New Hire - Temporary 44909
Frazier, Diana	Speech and Language Pathologist	Speech Department	August 27, 2014		New Hire - Probationary I
Freleigh, Katie	Teacher	Carr	August 27, 2014		New Hire - Temporary 44909
Fuentes, Jessica	Teacher	Lorin Grisct	August 27, 2014		New Hire - Temporary 44920
Garcia, Kathi	Teacher	Lowell	August 27, 2014		New Hire - Probationary I
Garrriott, Krista	Teacher	McFadden	August 27, 2014		New Hire - Temporary 44920
Gaytan Sarinana, Maria	Teacher	Madison	August 27, 2014		New Hire - Temporary 44920

Mark A. McKinney, Associate Superintendent, Human Resources

Personnel Calendar
Board Meeting - August 26, 2014
CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
NEW HIRES/RE-HIRES 2014-15 (Continued)					
Gonzales, Jordan	Teacher	Lathrop	August 27, 2014		New Hire - Temporary 44909
Gonzalez, Jazmina	Teacher	Lowell	August 27, 2014		New Hire - Probationary I
Gordillo, David	Teacher	Lathrop	August 27, 2014		New Hire - Temporary 44909
Grajeda, Glorice	Teacher	Jackson	August 27, 2014		New Hire - Temporary 44909
Griffo, Michelle	Teacher	Diamond	August 27, 2014		New Hire - Probationary I
Guerra, Andrea	Teacher	Lathrop	August 27, 2014		New Hire - Temporary 44909
Hamblin, Heather	Teacher	Edison	August 27, 2014		New Hire - Probationary I
Hartman-Smith, Genine	Teacher	Seegerstrom	August 27, 2014		New Hire - Temporary 44909
Helstrom, Samantha	Teacher	Lathrop	August 27, 2014		New Hire - Temporary 44909
Hernandez, Laura	Teacher	Lowell	August 27, 2014		New Hire - Temporary 44909
Hernandez, Peter A.	Teacher	Esqueda	August 27, 2014		New Hire - Temporary 44909
Higgins, Daynon	Teacher	Sierra	August 27, 2014		New Hire - Temporary 44909

Personnel Calendar
Board Meeting - August 26, 2014
CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
NEW HIRES/RE-HIRES 2014-15 (Continued)					
Hsia, Terry	Curriculum Specialist	K-12 Curriculum Instruction/Staff Development	July 25, 2014		New Hire - Probationary I
Iobst, Christie	Teacher	Monte Vista	August 27, 2014		New Hire - Probationary I
Jackson, Ryan	Teacher	Villa	August 27, 2014		New Hire - Probationary I
Johnson, Kristen	Teacher	Spurgeon	August 27, 2014		New Hire - Probationary I
Jones, Amanda	Teacher	Garfield	August 27, 2014		New Hire - Probationary I
Kanouse, Monique	Teacher	Willard	August 27, 2014		New Hire - Probationary I
Katnik, Lauren	Speech and Language Pathologist	Speech Department	August 27, 2014		New Hire - Probationary I
Keck-Centeno, Julie	Teacher	Monroe	August 27, 2014		Rehire - Probationary I
Klippel, Ashley	Teacher	Heninger	August 27, 2014		New Hire - Probationary I
Koopman, Lynsey	Teacher	Edison	August 27, 2014		Rehire - Intern
Lebsack, Brenda	Teacher	Special Education	August 27, 2014		New Hire - Probationary I
Lecuna, Debra	Teacher	Hoover	August 27, 2014		New Hire - Probationary I

Personnel Calendar
Board Meeting - August 26, 2014
CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
NEW HIRES/RE-HIRES 2014-15 (Continued)					
Leelachat, Dan	Teacher	Jackson	August 27, 2014		New Hire - Temporary 44909
Lemus, Martha	Teacher	Washington	August 27, 2014		New Hire - Probationary I
Liuzzi, Nicole	Teacher	Lathrop	August 27, 2014		New Hire - Probationary I
Lucero, Jason	Teacher	Willard	August 27, 2014		New Hire - Temporary 44909
Lunt, Genevieve	Teacher	Heninger	August 27, 2014		New Hire - Probationary I
Maldonado, Rigo	Teacher	Valley	August 27, 2014		New Hire - Probationary I
Martinez, Daniel J.	Teacher	Lathrop	August 27, 2014		New Hire - Intern New Hire -
Martinez, Israel	Teacher	Carr	August 27, 2014		Temporary 44909 New Hire -
McKeeman, Kelly	Teacher	Villa	August 27, 2014		Temporary 44909 New Hire -
Monette, Jennifer	Teacher	Santiago	August 27, 2014		Temporary 44909 New Hire -
Morelos, Maya	Teacher	Madison	August 27, 2014		Temporary 44909 New Hire -
Moreno, Marlene	Teacher	Wilson	August 27, 2014		Temporary 44920 New Hire -
Muller, Michael	Teacher	Lathrop	August 27, 2014		Temporary 44909 New Hire -

Personnel Calendar
Board Meeting - August 26, 2014
CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
NEW HIRES/RE-HIRES 2014-15 (Continued)					
Nava, Esther	Teacher	Spurgeon Educational Services Secondary Division	August 27, 2014		New Hire - Probationary I
Navarro, Orlando	Program Specialist		August 11, 2014		Rehire - Probationary I
Nemetz, Marisol	Teacher	Sepulveda	August 27, 2014		New Hire - Temporary 44909
Nguyen, Cathy	Teacher	Sierra	August 27, 2014		New Hire - Probationary I
Nieto Miller, Paula	Teacher	Godinez	August 27, 2014		Rehire - Probationary I
Noller, Roberta	Teacher	Greenville	August 27, 2014		New Hire - Temporary 44909
Oliver, Harry	NJROTC	Santa Ana	August 27, 2014		Rehire - NJROTC 44912
Orozco Robles, Rosie	Teacher	Diamond	August 27, 2014		New Hire - Probationary I
Otto, Jennifer	Teacher	Sierra	August 27, 2014		New Hire - Temporary 44909
Palmer, Monica	Teacher	Washington	August 27, 2014		New Hire - Temporary 44909
Patrick, Mary	Teacher	Martin	August 27, 2014		New Hire - Probationary I
Peleaux, Candy	Teacher	Willard	August 27, 2014		New Hire - Temporary 44920

Personnel Calendar
Board Meeting - August 26, 2014

CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
NEW HIRES/RE-HIRES 2014-15 (Continued)					
Perkins, Melissa	Teacher	Taft	August 27, 2014		New Hire - Probationary I
Price, Bryan	Teacher	Carr	August 27, 2014		New Hire - Temporary 44909
Reyes, Patricia	Teacher	Jackson	August 27, 2014		New Hire - Temporary 44909
Reyes, Pedro	Teacher	Lorin Griset	August 27, 2014		New Hire - Temporary 44909
Robinson, Colin	Teacher	Carr	August 27, 2014		New Hire - Temporary 44909
Rocha Rodriguez, Diego	Teacher	Esqueda	August 27, 2014		New Hire - Temporary 44909
Rodriguez Olanda, Arianna	Teacher	Edison	August 27, 2014		New Hire - Temporary 44909
Rossmann, Glennys	Teacher	Pio Pico	August 27, 2014		New Hire - Probationary I
Sawyer, Erin	Teacher	Carr	August 27, 2014		New Hire - Temporary 44920
Schultz, Kevin	Teacher	Segerstrom	August 27, 2014		New Hire - Probationary I
Sevilla-Cendejas, Alejandrina	Psychologist	Psychological Services	August 25, 2014		New Hire - Probationary I
Seymore, Krysta	Teacher	Washington	August 27, 2014		New Hire - Temporary 44920

**Personnel Calendar
Board Meeting - August 26, 2014
CERTIFICATED PERSONNEL CALENDAR**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
NEW HIRES/RE-HIRES 2014-15 (Continued)					
Shin, Catherine	Teacher	Esqueda	August 27, 2014		New Hire - Temporary 44920
Simpson, Joy	Teacher	Santiago	August 27, 2014		New Hire - Temporary 44909
Soberanis Lexin, Maria	Teacher	Spurgeon	August 27, 2014		New Hire - Temporary 44909
Tennelle, Ivori	Curriculum Specialist	K-12 Curriculum Instruction/Staff Development	July 28, 2014		New Hire - Probationary I
Turf, Michael	Teacher	Sierra	August 27, 2014		New Hire - Temporary 44920
Van Vooren, Melissa	Teacher	Esqueda	August 27, 2014		New Hire - Temporary 44909
Velasco, Beth	Teacher	Willard	August 27, 2014		New Hire - Temporary 44909
Venegas, Cristina	Teacher	Monroe	August 27, 2014		New Hire - Temporary 44920
Wenkart, Patricia	Speech and Language Pathologist	Speech Department	August 27, 2014		New Hire - Probationary I
Young, Jeffrey	Teacher	Century	August 27, 2014		New Hire - Probationary I

Personnel Calendar
Board Meeting - August 26, 2014

CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
CHANGE IN STATUS					
Zarate, Rosa	Teacher	Transition Programs	August 18, 2014		From Intern to Probationary II
CHANGE IN CONTRACT LENGTH 2014-15					
Blash, Megan	Teacher	Godinez	August 27, 2014		From 100% to 60% Contract
Cardenas, Jennifer	Teacher	Esqueda Psychological Services	August 27, 2014		From 40% to 100% Contract
Crosby-Cooper, Tricia	Psychologist		August 25, 2014		From 60% to 80% Contract
Deems, Lindsey	Teacher	Washington	August 27, 2014		From 60% to 100% Contract
Devine, Margaret	Teacher	Villa	August 27, 2014		From 80% to 100% Contract
Guthrie, Bryan	Program Specialist	Special Education	July 1, 2014		From 81% to 80% Contract
Johnston, Colleen	Teacher	Taft	August 27, 2014		From 80% to 100% Contract
Landrian, Olga	Teacher	Valley	August 27, 2014		From 80% to 100% Contract
Madrigal Chavez, Alexandra	Teacher	Esqueda	August 27, 2014		From 60% to 100% Contract

Personnel Calendar

CERTIFICATED PERSONNEL CALENDAR

Board Meeting - August 26, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
CHANGE IN CONTRACT LENGTH 2014-15 (Continued)					
	Speech and Language Pathologist				
Malczynski, Jan	Speech and Language Pathologist	Speech Department Psychological Services	August 27, 2014		From 60% to 75% Contract
Morgan, Jeanette	Psychologist		August 25, 2014		From 60% to 40% Contract
Pratt, Theodore	Teacher	Willard	August 27, 2014		From 50% to 100% Contract
Priess, Ann	Teacher	Godinez	August 27, 2014		From 100% to 60% Contract
Rodriguez-Thomas, Rocio	Teacher	Santa Ana	August 27, 2014		From 100% to 60% of everyday contract
Setlich, Laurette	Teacher	Century Psychological Services	August 27, 2014		From 80% to 100% Contract
Skelton, Susan	Psychologist		August 25, 2014		From 80% to 90% Contract
PARTIAL CONTRACTS 2014-15					
Allen, Christine	Program Specialist	Special Education Psychological Services	July 1, 2014		Continuing 50% contract
Beheshii, Payam	Psychologist		July 1, 2014		Continuing 90% contract
Corell, Julie	Speech and Language Pathologist	Speech Department	August 27, 2014		Continuing 80% contract

Mark A. McKinney, Associate Superintendent, Human Resources

**Personnel Calendar
Board Meeting - August 26, 2014
CERTIFICATED PERSONNEL CALENDAR**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
PARTIAL CONTRACTS 2014-15 (Continued)					
Hefner, Anne	Speech and Language Pathologist	Speech Department	August 27, 2014		Continuing 50% contract
Ingersoll, Laura	Speech and Language Pathologist	Speech Department	August 27, 2014		Continuing 60% contract
Lee Giuseffi, Robyn	Curriculum Specialist	K-12 Curriculum Instruction/Staff Development	July 1, 2014		Continuing 80% contract
Maeda, Eileen	Teacher	Visual and Performing Arts	August 27, 2014		Continuing 80% contract
Maffetore, Meredith	Program Specialist	Special Education	July 1, 2014		Continuing 50% contract
Orrante, Rebecca	Speech and Language Pathologist	Speech Department	August 27, 2014		Continuing 80% contract
Rezvani, Niloufar	Psychologist	Psychological Services	July 1, 2014		Continuing 75% contract
Ryan, Brittany	Speech and Language Pathologist	Speech Department	August 27, 2014		Continuing 20% contract
Salcedo, Jessica	Teacher	Santa Ana	August 27, 2014		Continuing 80% of everyday contract
Spearman, Suzanne	Psychologist	Psychological Services	August 25, 2014		Continuing 60% contract

Personnel Calendar
Board Meeting - August 26, 2014
CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
PARTIAL CONTRACTS 2014-15 (Continued)					
Steele-Hasen, Lisa	Teacher	Chavez	August 27, 2014		Continuing 50% contract
Tucker, Adriana	Teacher	Lorin Griset	August 27, 2014		Continuing 50% of everyday contract
York, Jennifer	Teacher	Godinez	August 27, 2014		Continuing 40% of everyday contract
SHARED CONTRACTS 2014-15					
Pertschi, Heidi	Teacher	Esqueda	August 27, 2014		50% contract
Pilla, Julia	Teacher	Esqueda	August 27, 2014		50% contract
Loo, Erin	Teacher	Fremont	August 27, 2014		50% contract
Mouat, Amy	Teacher	Fremont	August 27, 2014		50% contract
Motta, Joann	Teacher	Fremont	August 27, 2014		50% contract
Wellikson, Leah	Teacher	Fremont	August 27, 2014		50% contract
Mauga, Nicholl	Teacher	Greenville	August 27, 2014		40% contract
Simon, Tracy	Teacher	Greenville	August 27, 2014		60% contract
Ixmay, Jana	Teacher	Heninger	August 27, 2014		50% contract
Reyes, Margarita	Teacher	Heninger	August 27, 2014		50% contract

Personnel Calendar
Board Meeting - August 26, 2014
CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
SHARED CONTRACTS 2014-15 (Continued)					
Delgado, Breana	Teacher	Jackson	August 27, 2014		50% contract
Espinosa De Elena, Catherine	Teacher	Jackson	August 27, 2014		50% contract
Cerri, Amy	Teacher	Lincoln	August 27, 2014		50% contract
Ledergerber, Amber	Teacher	Lincoln	August 27, 2014		50% contract
Galindo-Werner, Lisa	Teacher	Mitchell	August 27, 2014		45% contract
Lopez, Amanda	Teacher	Mitchell	August 27, 2014		55% contract
Castellanos, Krista	Teacher	Muir	August 27, 2014		40% contract
Fasheh, Alicia	Teacher	Muir	August 27, 2014		60% contract
Rowen, Stacey	Teacher	Muir	August 27, 2014		50% contract
Sebens, Amber	Teacher	Muir	August 27, 2014		50% contract
Hackett, Jeanne	Teacher	Remington	August 27, 2014		80% contract
Kretzschmar, Jeanne	Teacher	Remington	August 27, 2014		20% contract
Hagmann, Jennifer	Teacher	Remington	August 27, 2014		50% contract
Kenyon, Allison	Teacher	Remington	August 27, 2014		50% contract
Bornhop, Mary	Teacher	Roosevelt	August 27, 2014		50% contract
Raya, Erin	Teacher	Roosevelt	August 27, 2014		50% contract
Dickey, Melissa	Teacher	Roosevelt	August 27, 2014		50% contract
Hall, Jannette	Teacher	Roosevelt	August 27, 2014		50% contract

Personnel Calendar
Board Meeting - August 26, 2014
CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
SHARED CONTRACTS 2014-15 (Continued)					
Holder, Estelle	Teacher	Roosevelt	August 27, 2014		40% contract
Sherman, Colleen	Teacher	Roosevelt	August 27, 2014		60% contract
Lemberger, Diane	Teacher	Roosevelt	August 27, 2014		40% contract
Spencer, Meggen	Teacher	Roosevelt	August 27, 2014		60% contract
Aguilar-Ramirez, Guadalupe	Teacher	Segerstrom	August 27, 2014		50% contract
Johnson, Maria	Teacher	Segerstrom	August 27, 2014		50% contract
Ward, Deborah	Teacher	Sierra	August 27, 2014		50% contract
Warwick, Sandra	Teacher	Sierra	August 27, 2014		50% contract
Arvizu, Virginia	Teacher	Taft	August 27, 2014		20% contract
Jones, Christine	Teacher	Taft	August 27, 2014		80% contract
Arvizu, Virginia	Teacher	Taft	August 27, 2014		20% contract
Scheid, Erin	Teacher	Taft	August 27, 2014		80% contract
Larkins Silva, Karen	Teacher	Taft	August 27, 2014		40% contract
Smith, Katrina	Teacher	Taft	August 27, 2014		60% contract
Call, Brenda	Teacher	Walker	August 27, 2014		60% contract
Kinan, Karen	Teacher	Walker	August 27, 2014		40% contract
FAMILY CARE AND MEDICAL LEAVE ABSENCE (3 to 20 duty days) - Paid with Benefits					
Aguila, Dawn	Teacher	Jackson	August 27, 2014	September 15, 2014	Statutory

Personnel Calendar
Board Meeting - August 26, 2014
CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
FAMILY CARE AND MEDICAL LEAVE ABSENCE (3 to 20 duty days) - Paid with Benefits (Continued)					
Do, Anh	Teacher	Segerstrom	August 27, 2014	September 18, 2014	Statutory
Huestis, Mindy	Teacher	Child Development	August 27, 2014	September 15, 2014	Statutory
FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Paid with Benefits					
Cerne, Elisabeth	Teacher	Carver	August 27, 2014	October 31, 2014	Statutory
LEAVE (21 duty days or more) - Without Pay and Without Benefits (CORRECTION)					
Cohick, Nancy	Teacher	Madison	August 27, 2014	June 19, 2015	Child Care
Yu, Jane	Teacher	Mitchell	August 27, 2014	June 19, 2015	Education
EXTENSION ON LEAVE (21 duty days or more) - Without Pay and Without Benefits (CORRECTION)					
Kavati, Kamala	Teacher	Century	August 27, 2014	June 19, 2015	Personal
EXTRA DUTY 2014-15					
Bernstein, Judith	Retired Speech and Language Pathologist	Speech Department	September 1, 2014	June 30, 2015	
Bond, Nini	Retired Speech and Language Pathologist	Speech Department	September 1, 2014	June 30, 2015	
Gonzalez, Graciela	Teacher	Godinez	September 2, 2014	June 18, 2015	Extra Period

Personnel Calendar
Board Meeting - August 26, 2014
CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
EXTRA DUTY 2014-15 (Continued)					
Iqbal, Imrana	Teacher	MacArthur	September 2, 2014	June 18, 2015	Extra Period
	Retired Speech and Language				
Johnson, Constance	Pathologist	Speech Department	January 1, 2015	June 30, 2015	
	Retired Speech and Language				
Struelens, Catlin	Pathologist	Speech Department	September 1, 2014	June 30, 2015	
Tena, Daniel	Teacher	Godinez	September 2, 2014	June 18, 2015	Extra Period
	Retired Speech and Language				
Williams, Alma	Pathologist	Speech Department	September 1, 2014	June 30, 2015	
EXTRA DUTY 2013-14					
Delgado, Tara	Counselor	Saddleback	June 24, 2014	June 26, 2014	Summer Factor Rate
Flores, Jennifer	Teacher	Special Education	December 16, 2013	January 27, 2014	Regular Hourly Rate
Lambert, Christianne	Teacher	Special Education	December 16, 2013	January 24, 2014	Regular Hourly Rate
Quezada, Fabiola	Counselor	Saddleback	June 20, 2014	June 27, 2014	Summer Factor Rate
Villarreal, Nancy	Counselor	Saddleback	June 20, 2014	June 26, 2014	Summer Factor Rate

Personnel Calendar
Board Meeting - August 26, 2014

CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
EXTRA DUTY 2011-12					
Shanks, Saldetor	Teacher	Godinez	2011-12		Extra Period (2nd semester only)
SUMMER SCHOOL TEACHER					
Do, Kim		Century	June 24, 2014	July 30, 2014	
SUMMER SCHOOL PRINCIPALS CHANGE IN DATE					
Church, Jesse		Segerstrom	From June 27, 2014 to June 30, 2014		
Hummel, Thomas		Santa Ana	From June 27, 2014 to June 30, 2014		
Michael, David		Century	From June 27, 2014 to June 30, 2014		
Moreno, Gabriel		Valley	From June 27, 2014 to June 30, 2014		
Scruton, Amy		Godinez	From June 25, 2014 to June 24, 2014	From July 18, 2014 to July 11, 2014	
Tonai, Kevin		Godinez	From June 24, 2014 to June 30, 2014		
Tonai, Kevin		Godinez	From July 1, 2014 to July 14, 2014	July 30, 2014	

Mark A. McKinney, Associate Superintendent, Human Resources

Personnel Calendar
 Board Meeting - August 26, 2014

CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
ROP SUBSTITUTE					
Peronto, David	ROP		September 2, 2014	June 18, 2015	
ADMINISTRATIVE SUBSTITUTES					
Almaguer, Stephanie	Pupil Support Services		August 1, 2014	June 30, 2015	As-Needed-Basis
Solomon, Stephen	Pupil Support Services		August 1, 2014	June 30, 2015	As-Needed-Basis

**AGENDA ITEM REQUESTS
CERTIFICATED
2014-15**

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
2014-15 After-School Program - Site Coordinators & Designated Substitutes - Certificated	Special Projects	ASES - After School Program	\$218,000	September 2, 2014
2014-15 Athletic Sports Coordinator - Intermediate - Certificated	Special Projects	ASES - After School Program	\$11,200	September 2, 2014
Academic Monitoring Program - Saturday School	Saddleback	General Funds	\$5,000	September 1, 2014
Academic Support/Fall Semester	Saddleback	General Funds	\$5,000	September 1, 2014
After School Grades 6-8 Intramural Sports Program - Certificated	Special Projects	ASES - After School Program	\$12,000	August 27, 2014
After School Tutorial	Fremont	Title I	\$20,000	September 2, 2014
After School Tutoring	Walker	Title I	\$10,000	September 2, 2014
Annual California English Language Development Test (CELDT) Training and Testing - Short Term Assignment	English Learner Programs and Student Achievement			
APEX/CAHSEE Extra Duty	Century	LCAP	\$300,000	August 27, 2014
Central Detention Program	Saddleback	Title I	\$10,000	August 27, 2014
Century Staff Development	Century	General Funds	\$5,000	September 1, 2014
Common Core Unit Curriculum Writing and Training - Social Science	Educational Services K-12	Title I	\$10,000	August 27, 2014
		Title II	\$20,000	August 27, 2014
		Unrestricted - Community Day		
Detention	Community Day	School	\$6,000	August 27, 2014
Detention Monitor	Century	General	\$10,000	August 27, 2014
Education Academy Planning (TEACH Academy)	Century	Education Academy Grant	\$28,000	August 26, 2014

**Board Meeting
August 26, 2014**

**AGENDA ITEM REQUESTS
CERTIFICATED
2014-15**

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
Education Academy Planning (TEACH Academy)	Century	Education Academy Grant	\$10,000	August 26, 2014
Extra Duty - Additional Hours ESY (Ratification)	Support Services	Special Education	\$1,563	June 30, 2014
Godinez Summer Aquatics Camp (Ratification)	Godinez	Camp Fee	\$1,160	July 1, 2014
Godinez Summer Basketball Camp (Ratification)	Godinez	Basketball Camp Fee	\$1,740	July 1, 2014
Godinez Summer Football Camp (Ratification)	Godinez	Football Camp Fee	\$3,567	July 1, 2014
Godinez Summer League/Camp (Ratification)	Godinez	Basketball Camp Fee	\$1,740	July 1, 2014
Hacia Adelante Tutor - Program Planning	English Learner Programs and Student Achievement	Title I	\$500	August 27, 2014
Hacia Adelante Tutoring	English Learner Programs and Student Achievement	Title I	\$4,600	August 27, 2014
K-5th Intervention	Monroe	Title I	\$10,000	September 15, 2014
PBIS Training	Santa Ana	Title I	\$1,600	August 27, 2014
Pentathlon Coaches (Ratification)	MacArthur	General Funds	\$6,600	July 1, 2014
Program Planning	Lorin Griset	Unrestricted Discretionary Account- General Fund	\$6,000	August 27, 2014
Program Planning	Community Day	Unrestricted Discretionary Account - General Fund	\$6,000	August 27, 2014

**Board Meeting
August 26, 2014**

**AGENDA ITEM REQUESTS
CERTIFICATED
2014-15**

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
Program Planning	Chavez	Unrestricted Discretionary Account - General Fund	\$6,000	August 27, 2014
Program Planning - WASC	Lorin Griset	WASC	\$4,000	August 27, 2014
Saturday School	Segerstrom	Title I	\$5,000	August 27, 2014
Saturday School Program	Godinez	Teacher's Salaries Extra	\$12,000	September 8, 2014
Staff Development Instructor (Ratification)	McFadden	General Funds	\$2,500	August 1, 2014
Strategic School - Wide Planning	Segerstrom	General Funds	\$4,000	August 27, 2014
Transitional Kindergarten (TK) Kindergarten Expansion Professional Development (Ratification)	Educational Services	Title II	\$17,000	August 25, 2014
Tutoring - Low Performing Students	Lathrop	Title I	\$17,000	September 2, 2014
Tutoring 2014-15 (Ratification)	Garfield	Title I	\$2,000	September 2, 2014
Tutoring Academic Recovery	Community Day	Unrestricted - Community Day	\$15,000	August 27, 2014
Tutoring Intervention	MacArthur	School Title I	\$5,000	August 27, 2014
WASC	Segerstrom	WASC	\$19,450	August 27, 2014

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - August 26, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
RETIREMENT						
Mandujano, Irma	Fd. Svc. Wkr.	Lathrop	June 19, 2014			14 years, 3 months
RESIGNATIONS						
Ayon, Artemisa	Fd. Svc. Fld. Spvr.	Nutrition Svcs.	July 31, 2014			Personal - 2 years, 1 month
Baker, Amanda	Activity Supervisor	Saddleback	June 19, 2014			Personal 3 years, 7 months
Cardenas, Lilia	SSP Sp. Ed.	Diamond	August 26, 2014			To teach for SAUSD
Edward, Marina	Preschool Teacher	ECE	August 26, 2014			To teach for SAUSD
Gaufman, Michelle	SSP Sp. Ed.	Spurgeon	July 15, 2014			Personal - 8 months
Gutierrez, Elizabeth	Site Clerk	Heninger	August 22, 2014			Personal - 2 years, 9 months
Lecuna, Debra	Instr. Asst. Computer	Hoover	August 26, 2014			To teach for SAUSD
Medina, Lindsey	Licensed Vocational Nurse	PSS	July 30, 2014			Personal - 1 year, 7 months
Noller, Roberta	Instr. Asst. Computer	Greenville	July 17, 2014			To teach for SAUSD
Solis Cruz, Marco	Activity Supervisor	Santa Ana	August 22, 2014			Personal - 11 months

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - August 26, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
RESIGNATIONS (Continuation)						
Trajano Cruz, Steven	Instr. Asst. Computer	Edison	August 5, 2014			Personal - 3 months
RESCIND RESIGNATION						
Sogsti, Stephen Jr.	School Police Officer	School Police	August 27, 2014			
TERMINATIONS						
ID# 17975	Instr. Asst. Computers	Romero-Cruz	July 1, 2014			Did not return from Leave of Absence
ID# 17514	Risk Management Tech.	Risk Management	July 1, 2014			Did not return from Leave of Absence
ID# 15572	Instr. Asst. Sp. Ed.	Sierra	July 1, 2014			Did not return from Leave of Absence
39 MONTH REEMPLOYMENT (100 Day Differential Ended)						
Arellano, Bertha	Fd. Svc. Wkr.	Martin	June 12, 2014			

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - August 26, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
FAMILY CARE & MEDICAL LEAVE (3 to 20 duty days or more) - Paid						
Morales, Gabriella	Sch. Acct. Clk.	Godinez	August 1, 2014	August 25, 2014		Statutory Leave
FAMILY CARE & MEDICAL LEAVE (21 duty days or more) - Paid						
Berber, Veronica	Parent Trainer	ECE	August 1, 2014	September 12, 2014		Statutory Leave
Mendoza, Esther	Personnel Assistant	Human Resources	August 11, 2014	November 14, 2014		Statutory Leave
CFRA (California Family Rights Act) (3 to 20 duty days) - Paid						
Dominguez, Michelle	Admin. Secretary Superintendent/ Deputy Superintendent	Supt's Office	July 14, 2014	July 16, 2014		Statutory Leave
CFRA (California Family Rights Act) (3 to 20 duty days) - Without Pay						
Dominguez, Michelle	Admin. Secretary Superintendent/ Deputy Superintendent	Supt's Office	July 17, 2014	July 21, 2014		Statutory Leave
FAMILY CARE & MEDICAL LEAVES/CFRA (California Family Rights Act) (3 to 20 duty days) - Paid						
Ambriz, Fabiola	Sch. Off. Mgr. Elem.	Martin	August 1, 2014	August 22, 2014		Statutory Leave

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - August 26, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
FAMILY CARE & MEDICAL LEAVES/CFRA (California Family Rights Act) (3 to 20 duty days) - Paid (Continuation)						
Chavez, Mirella	Senior Secretary	ECE	August 18, 2014	August 22, 2014		Statutory Leave
Galvan Martinez, Juan	Custodian	Century	August 16, 2014	September 5, 2014		Statutory Leave
Garcia, Gabriela	Admin. Secretary	Human Resources	July 21, 2014	July 28, 2014		Statutory Leave
Garcia, Jenny	Custodian	Bldg. Svcs.	July 14, 2014	July 21, 2014		Statutory Leave
Gutierrez, Gilbert	Storekeeper	Fairview Warehouse	June 30, 2014	July 11, 2014		Statutory Leave
Harris, Brian	Sch. Police Spvr/Sgt.	School Police	July 22, 2014	August 8, 2014		Statutory Leave
FAMILY CARE & MEDICAL LEAVES/CFRA (California Family Rights Act) (3 to 20 duty days) - Without Pay						
Chavez, Mirella	Senior Secretary	ECE	August 11, 2014	August 15, 2014		Statutory Leave
FAMILY CARE & MEDICAL LEAVES/CFRA (California Family Rights Act) (21 duty days or more) - Paid						
Aguilar, Humberto	Custodian	Roosevelt	July 17, 2014	September 5, 2014		Statutory Leave
LEAVE (21 duty days or more) - Without Pay						
Barquin, Bianca	SSP Sp. Ed.	Adams	September 2, 2014	June 30, 2015		Personal

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - August 26, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
PROBATIONARY APPOINTMENTS						
Albinio, Jeffrey	Instr. Asst. DHH	Taft	September 2, 2014		20/1	
Espindola, Claudia	Instr. Asst. Sev. Dis.	Special Ed.	September 2, 2014		20/1	
Espinoza, Liseth	Instr. Asst. Sev. Dis.	Mitchell	September 2, 2014		20/1	
Fujiwara, Stacey	Instr. Asst. Sev. Dis.	Mitchell	September 2, 2014		20/1	
Gomez, Sandra	SLPA	Speech Dept.	September 2, 2014		34/1	
Hernandez, Sonia	Site Clerk	Segerstrom	August 27, 2014		24/1	
Hernandez, Kathleen	Department Specialist	Bldg. Svcs.	July 21, 2014		28/1	
Hernandez Morales, Nery	Head Start Teacher	Child Dev.	August 29, 2014		IIIC	
Hinojosa, Jose	Storekeeper	Purchasing Dept.	August 22, 2014		28/1	
Jones, Christopher	Maintenance Wkr. I	Bldg. Svcs.	August 19, 2014		26/1	
Landa Reyes, Martha	Instr. Asst. Sev. Dis.	Mitchell	September 2, 2014		20/1	
Margo, Joelle	SSP Sp. Ed.	McFadden	August 27, 2014		19/1	
Martin Del Campo, Mariana	Head Start Teacher	Child Dev.	August 29, 2014		IIIC	
Morales, Cindy	SSP Sp. Ed.	Willard	September 2, 2014		19/1	
Ramirez, Roberto	Facilities Planning Tech.	Facilities Dept.	July 28, 2014		30/1	
Reyes, Silvia	Instr. Asst. Sev. Dis.	Mitchell	September 2, 2014		20/1	
Sayes, Stephanie	Occupational Therapist	Speech Dept.	September 2, 2014		56/2	
Surratt, Sabrina	Head Start Teacher	Child Dev.	August 29, 2014		IIA	
Torralba, Rosemary	Library Media Tech.	Edison	August 26, 2014		25/1	

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - August 26, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
PROMOTIONAL APPOINTMENTS						
Camanos Jimenez, Adalid	SSP Sp. Ed.	Santiago	August 27, 2014		19/1	
Cruz, Mindy	Instr. Asst. DHH Autism	Special Ed.	August 27, 2014		20/2	
Esparza, Sergio	Paraprofessional	Special Ed.	September 2, 2014		24/5	
Kling, Anne	Admin. Secretary	Visual & Performing Arts	August 27, 2014		30/3	
Linares, Jacqueline	Sch. Off. Mgr. Elem.	Garfield	August 1, 2014		28/3	
Lopez, Yuvana	Instr. Asst. Sev. Dis.	Mitchell	August 27, 2014		20/4	
Martinez, Milcris	Admin. Secretary	Ed. Services Secondary Division	July 21, 2014		30/4	
Pantoja, Guadalupe	Executive Secretary	Business Services	August 27, 2014		33/5	
Sanchez, Isaac	Paraprofessional	Carr	September 2, 2014		24/4	
Zarate, Melissa	Job Coach Sp. Ed.	Sp. Ed.	August 27, 2014		20/1	
REASSIGNMENTS (Change of work site)						
Alvarez, Daniel	Ath. Fid. Gmdskpr.	Segerstrom	July 18, 2014		25/6	
Anderson, Rodney	Stage Manager	Segerstrom	August 15, 2014		28/2	
Guthrie, Brett	Instr. Asst. Sev. Dis.	Santiago	September 2, 2014		20/6	

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - August 26, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
REASSIGNMENTS (Change of work site) (Continuation)						
		Ed. Services Secondary Division				
Hernandez, Maritza	Admin. Secretary		August 11, 2014		30/6	
Lopez, Martha	Sch. Off. Asst. Sec.	Segerstrom	August 1, 2014		24/6	
Pantoja, Angel	Groundskeeper	Bldg. Svcs.	July 21, 2014		24/6	
Ponce, Mary	SSP Sp. Ed.	Fremont	September 2, 2014		19/2	
Thorng-Magana, Anna	Instr. Asst. Sev. Dis.	Harvey	September 2, 2014		20/6	
TEMPORARY ASSIGNMENTS - Out of Class Compensation						
Barrett, Shawn	Plant Custodian Int.	Bldg. Svcs.	August 5, 2014	August 29, 2014	32/2	
Contreras, Carlos	Int. Ld. Custodian	Bldg. Svcs.	August 4, 2014	August 8, 2014	25/6 + Diff.	
Escobedo, Angel	Sr. Groundskeeper	Bldg. Svcs.	August 1, 2014	August 29, 2014	30/5	
Gallegos, Cirilo	Plant Custodian Elem.	Bldg. Svcs.	July 18, 2014	July 28, 2014	28/5	
Herman, Sylvia	Attendance Tech.	Century	August 4, 2014	September 30, 2014	24/6 + Bil.	
Hernandez, Alvaro	Plant Custodian Elem.	Bldg. Svcs.	July 17, 2014	August 11, 2014	28/5	
Hernandez, Daniel	Rv. Ld. Custodian	Bldg. Svcs.	May 12, 2014	June 6, 2014	28/6 + Diff.	
Lopez, Dionicio	Sr. Groundskeeper	Bldg. Svcs.	August 8, 2014	August 18, 2014	30/5	
Maciel, Elizabeth	Attendance Tech.	Century	August 4, 2014	September 30, 2014	24/4	
	Mgr. of Grounds					
Martinez, John	Maintenance	Bldg. Svcs.	May 12, 2014	August 29, 2014	Level 22/1	
		K-12				
		Curriculum Instr./Staff				
Olivares, Adriana	Sr. Exec. Secretary	Development	July 28, 2014	August 8, 2014	37/1	

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - August 26, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
TEMPORARY ASSIGNMENTS - Out of Class Compensation (Continuation)						
Penaloza, Ruby	Sch. Acct. Clk.	Godinez	August 1, 2014	September 22, 2014	25/4	
Reyes Tenopala, Luis	Sch. Off. Mgr. Elem.	Martin	August 4, 2014	August 22, 2014	28/4	
Rojas, Adam	Plant Custodian HS	Bldg. Svcs.	July 17, 2014	August 18, 2014	35/2	
Salgado, Dennis	Plant Custodian HS	Bldg. Svcs.	July 7, 2014	August 1, 2014	35/2	
Silbas, Jiame	Plant Custodian Elem.	Bldg. Svcs.	July 21, 2014	August 1, 2014	28/5	
White, Lynette	Sch. Off. Mgr. HS	Century	August 4, 2014	September 30, 2014	30/5	
EXTRA DUTY						
Bullard, Anne-Marie	Accompanist	Godinez	September 2, 2014	June 18, 2015	30/6	
ACTIVITY SUPERVISORS						
Escalante, Michelle	Activity Supervisor	Fremont	September 2, 2014		10/1	
Guzman, Carla	Activity Supervisor	Esqueda	September 2, 2014		10/1	
Jimenez Martinez, Blanca	Activity Supervisor	Kennedy	September 2, 2014		10/1	
Lloyd, Michael	Activity Supervisor	Santa Ana	September 2, 2014		10/1	
Martinez, Amanda	Activity Supervisor	Fremont	September 2, 2014		10/1	
Rivera De Viveros, Yadira	Activity Supervisor	Kennedy	September 2, 2014		10/1	

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - August 26, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
HOURLY						
Abson, Christian	Instr. Provider	Santa Ana	September 2, 2014		16/1	
SUBSTITUTES						
Jenkins, Tracy	Maintenance Wkr. II		August 4, 2014		23/1	
Woolard, Kathleen	SSP Sp. Ed.		June 18, 2014		19/1	
SHORT TERM ASSIGNMENTS						
Betts, Deborah	Sr. Admin. Clerk	Muir/ Transition Center	August 1, 2014	June 30, 2015	24/6	
Caceres, Elida	Instr. Asst. Computers	Heninger	June 23, 2014	August 15, 2014	26/4	
Corona, Greta	Sch. Off. Asst. Elem.	Mitchell	August 1, 2014	September 30, 2014	24/6 + Bil.	
Garza, Irene	Job Coach	Muir/ Transition Center	August 1, 2014	June 30, 2015	20/2	
Gonzalez, Lucila	Admin. Clerk II	Support Services	August 25, 2014	August 29, 2014	20/6	
Lopez, Ramon	Computer Technician	Villa	August 18, 2014	August 22, 2014	28/6	
Muniz, Sarah	Job Training Asst.	Muir/ Transition Center	August 1, 2014	June 30, 2015	20/6	

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - August 26, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
SHORT TERM ASSIGNMENTS (Continuation)						
Sandoval, Damaris	Lead Preschool Teacher	ECE	August 27, 2014	August 28, 2014	LTD/11	
Tapia, Claudia	Admin. Clerk II	PIO	July 23, 2014	August 22, 2014	20/2	
Wells, Diana	Job Training Asst.	Muir/ Transition Center	August 1, 2014	June 30, 2015	22/4	

**AGENDA ITEMS REQUESTS
CLASSIFIED
2014-15 School Year**

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
Annual California English Language Development Test (CELDT) Training and Testing for Classified Staff - Short Term Assignment	English Learner Programs and Student Achievement	General Fund	\$20,000	August 27, 2014
AVID Tutors	Godinez	Central Account	\$30,000	September 2, 2014
CAHSEE Clerical (Ratification)	Valley	CAHSEE	\$2,000	May 1, 2014
Century Classified Extra Duty	Century	General	\$1,000	August 27, 2014
Century Custodial	Century	General	\$1,000	August 27, 2014
Child Care During Parent Workshops	Fremont	Title I	\$600	September 2, 2014
Child Care for Parent Education Classes and School Readiness Program	Monroe	Title I	\$4,000	September 16, 2014
Child Care for Parent Meetings and Training	Lowell	Title I	\$2,827	August 27, 2014
Child Care Services	Saddleback	Title I	\$2,000	September 1, 2014
Classified Extra Duty	Chavez	Unrestricted Discretionary Account - General Fund	\$200	August 27, 2014
Classified Extra Duty	Chavez	Unrestricted Discretionary Account - General Fund	\$200	August 27, 2014
Classified Extra Duty	Chavez	Unrestricted Discretionary Account - General Fund	\$600	August 27, 2014

**AGENDA ITEMS REQUESTS
CLASSIFIED
2014-15 School Year**

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
Classified Extra Duty	Chavez	Unrestricted Discretionary Account - General Fund	\$600	August 27, 2014
Classified Extra Duty	Lorin Grisset	Unrestricted Discretionary Account - General Fund	\$200	August 27, 2014
Classified Extra Duty	Lorin Grisset	Unrestricted Discretionary Account - General Fund	\$200	August 27, 2014
Clerical Extra Duty	Community Day Intermediate/High School	Unrestricted Discretionary Account - General Fund	\$500	August 27, 2014
Classified Extra Duty	Lorin Grisset	Unrestricted Discretionary Account - General Fund	\$600	August 27, 2014
College Majors Parent Outreach	Saddleback	General	\$3,000	September 1, 2014
Computer Technician Extra Duty (Ratification)	McFadden	General	\$3,000	August 1, 2014
Custodian Extra Duty	Community Day Intermediate/High School	Unrestricted Discretionary Account - General Fund	\$500	August 27, 2014

**AGENDA ITEMS REQUESTS
CLASSIFIED
2014-15 School Year**

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
District Safety Officer Extra Duty	Community Day Intermediate/High School	Unrestricted Discretionary Account - General Fund	\$500	August 27, 2014
e-Business Academy Student Supervisor	Century	e-Business Academy Grant	\$6,000	September 2, 2014
Early Childhood Education Program	Early Childhood Education Program	Cal-Safe	\$3,000	August 27, 2014
Early Childhood Education Program	Early Childhood Education Program	Cal-Safe	\$2,000	August 27, 2014
Early Childhood Education Program	Early Childhood Education Program	Cal-Safe	\$1,000	August 27, 2014
Early Childhood Education Program	Early Childhood Education Program	State	\$7,000	August 27, 2014
Early Childhood Education Program	Early Childhood Education Program	State	\$500	August 27, 2014
Extra Duty Additional Hours ESY (Ratification)	Support Services	Special Education	\$1,280	June 30, 2014
Extra Duty for Custodians (Ratification)	Various School Sites	Civic Center	\$45,000	July 1, 2014
Extra Duty for Custodians - Godinez (Ratification)	Godinez	Civic Center - Godinez	\$4,275	July 1, 2014
Extra Duty for District Safety Officers (Ratification)	Various School Sites	Civic Center	\$50,000	July 1, 2014
Extra Duty for District Safety Officers - Godinez (Ratification)	Godinez	Civic Center - Godinez	\$3,000	July 1, 2014
Extra Duty for Stage Managers (Ratification)	Various School Sites	Civic Center	\$14,000	July 1, 2014
Extra Duty for Stage Managers - Godinez (Ratification)	Godinez	Civic Center	\$2,731	July 1, 2014
Extra Duty for Sworn Officers (Ratification)	Various School Sites	Civic Center	\$25,000	July 1, 2014
Extra Duty Translator/Interpreter	English Learner Programs and Student Achievement	LCAP	\$6,000	August 27, 2014

**AGENDA ITEMS REQUESTS
CLASSIFIED
2014-15 School Year**

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
Godinez Summer Football Camp (Ratification)	Godinez/Athletics	Football Camp Fee	\$2,496	July 1, 2014
Head Start Community Workers, Parent Education Specialist Extra Duty	Head Start	Head Start	\$2,000	August 27, 2014
Head Start Custodians Extra Duty	Head Start	Head Start	\$1,000	August 27, 2014
Head Start Office Staff Extra Duty	Head Start	Head Start	\$3,000	August 27, 2014
Head Start Teacher Aides Extra Duty	Head Start	Head Start	\$3,000	August 27, 2014
Head Start Teachers Extra Duty	Head Start	Head Start	\$3,000	August 27, 2014
Instructional Provider	Century	LCFF	\$56,000	September 2, 2014
Instructional Provider	Santa Ana	AVID	\$45,000	September 2, 2014
Instructional Provider - AVID	Century	District Central Account	\$56,000	September 2, 2014
Jaguar Wrestling Camp (Ratification)	Segetstrom	ASB Account	\$1,600	July 1, 2014
Parent Exhibits & Projects Educational Services	Educational Services K-12	CORE Set Aside	\$1,000	August 27, 2014
Parent Exhibits & Projects Educational Services Security	Educational Services K-12	CORE Set Aside	\$1,000	August 27, 2014
SAUSD Honor Concerts and Art Song Competitions - Stage Managers	Visual and Performing Arts	General	\$500	November 6, 2013
SAUSD Honor Concerts and Art Song Festivals - District Safety Officers	Visual and Performing Arts	General	\$500	November 1, 2014
Staff Development (Ratification)	Education Technology	Education Technology	\$12,000	July 1, 2014
Student Achievement Monitoring Differentiated Instruction	Walker	Title I	\$3,000	September 2, 2014
Staff Development Support	BTSA/Staff Development	Title II	\$10,000	August 27, 2014
Summer Wrestling Camp (Ratification)	Godinez/Athletic	Camp Donation	\$2,304	July 1, 2014
Translation, Communication, Intervention, Assessment, and Parent Support	Lowell	LCAP	\$2,000	August 27, 2014

**AGENDA ITEMS REQUESTS
CLASSIFIED
2014-15 School Year**

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
Translation, Communication, Intervention, Assessment, and Parent Support	Lowell	LCAP	\$2,573	August 27, 2014

AGENDA ITEM BACKUP SHEET
August 26, 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 - August 26, 2014

School:	Gift:	Amount:	Donor:	Used for:
Taft Elementary		\$5,000	Taft PTA Mr. Jesus Rodriguez President Santa Ana	Field trips
Century High School		\$500	Gregory Austin Ph.D. Health and Human Development Program Los Alamitos	Student incentives to support the school climate
Century High School		\$500	Mr. David C. Brown President DP Enterprises Tustin	Introduction to Engineering class for the Race team to build a Go-kart
Santa Ana High School		\$500	Dr. Glen Harvey, CEO WestEd 730 Harrison Street San Francisco	Staff appreciation and school supplies
August 26, 2014 donations		\$6,500		
2014 Total donations	\$176,626	\$183,126		

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

DH:lr

AGENDA ITEM BACKUP SHEET
August 26, 2014

Board Meeting

TITLE: Conduct a Public Hearing for Material Revision of NOVA Academy Charter Petition

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 material revision of the current NOVA Academy charter petition delivered to the District on Thursday, June 26, 2014. The charter petition was formally received by the SAUSD Board of Education at its Regular Meeting on Tuesday, July 22, 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 August 26, 2014 meeting of the Santa Ana Unified School District Board, which may include a brief presentation by representatives of NOVA Academy Charter School.

SP:mm

AGENDA ITEM BACKUP SHEET
August 26, 2014

Board Meeting

TITLE: Summer Enrichment Program Update

ITEM: Presentation

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to present to the Board an update on the Summer Enrichment Program.

RATIONALE:

Information presented will show the multiple opportunities for summer enrichment programs for Kindergarten through grade 12 students.

FUNDING:

Not Applicable

RECOMMENDATION:

Presented for information.

SUMMER EXTENDED LEARNING UPDATE

Board of Education Meeting
August 26, 2014
Michelle Rodriguez, Ed.D.,
Assistant Superintendent
Susan Mercer, SAEA President



WHAT A DIFFERENCE A SUMMER ENRICHMENT CAN MAKE

In the past, we provided summer remediation with district provided materials... This year, we decided to do something different.



WHAT A DIFFERENCE A SUMMER ENRICHMENT CAN MAKE

This summer, we provided enrichment learning opportunities created by 162 K-12 teachers for 4,000 students at 30 schools



WHAT A DIFFERENCE A SUMMER ENRICHMENT CAN MAKE

Students now have lasting memories created through field trips and hands-on experiences during each enrichment program



WHAT A DIFFERENCE A SUMMER ENRICHMENT CAN MAKE

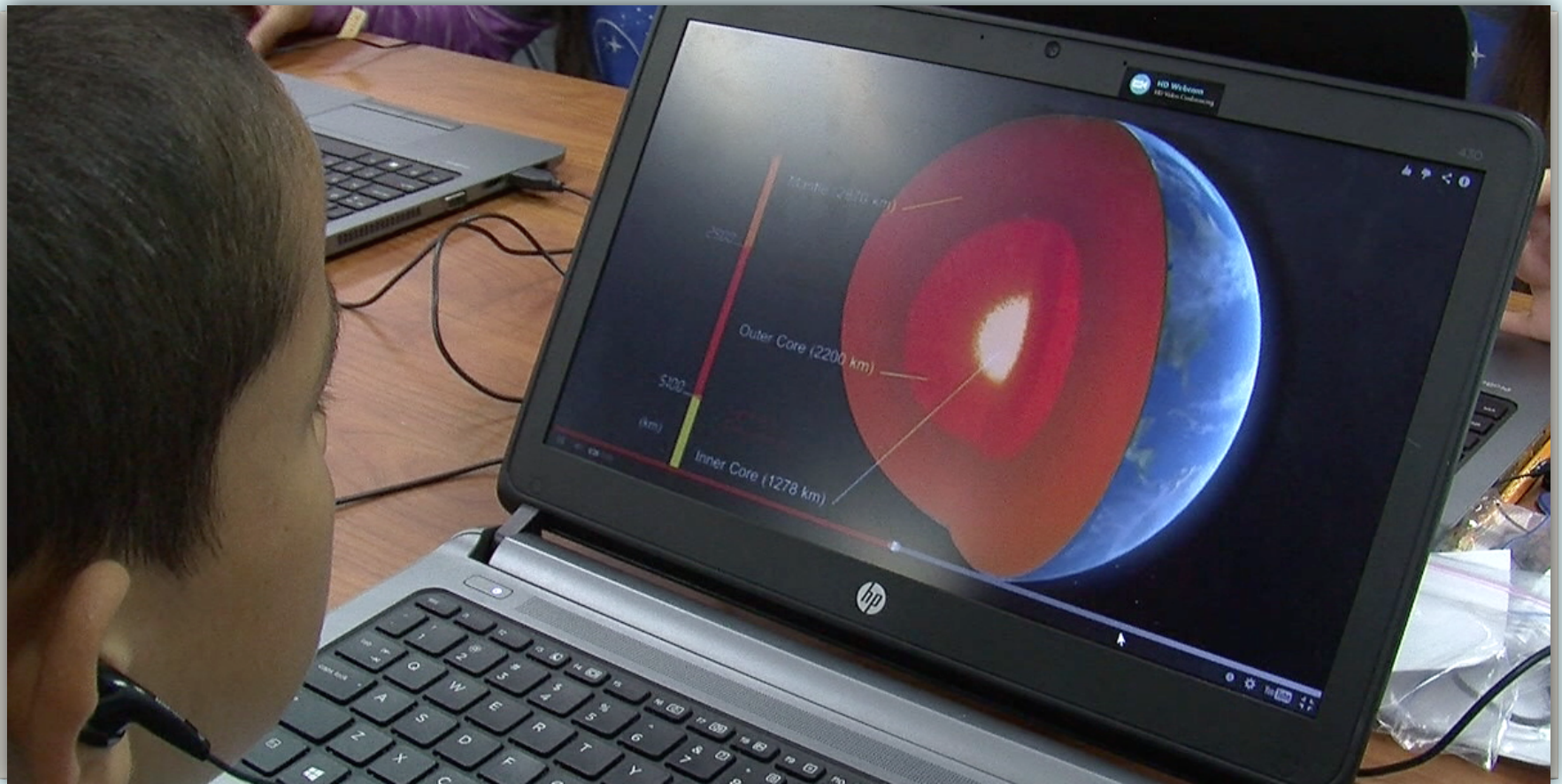
Students expanded their involvement and love of the fine arts

Summer Learning Through the Fine Arts



WHAT A DIFFERENCE A SUMMER ENRICHMENT CAN MAKE

Students worked together to use 21st Century Skills in meaningful ways

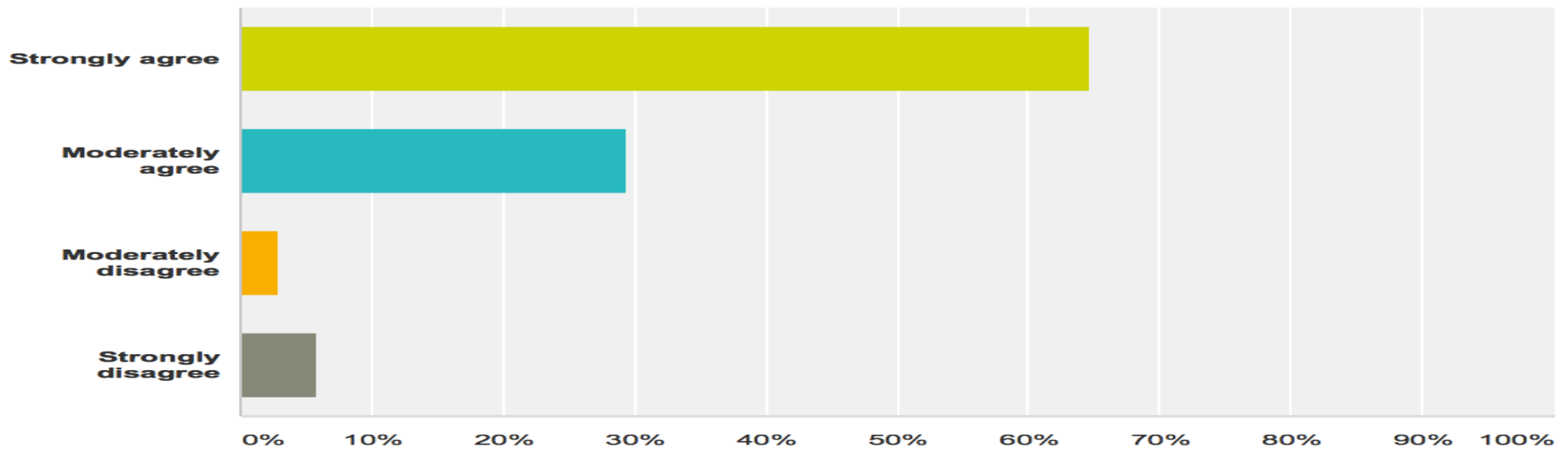


WHAT A DIFFERENCE A SUMMER ENRICHMENT CAN MAKE

Teachers were empowered to use their expertise. What they learned will translate to their teaching this school year

As a result of the experience teaching Summer Enrichment, I plan to make some changes in my instructional practices during the coming school year.

Answered: 34 Skipped: 0



Answer Choices	Responses
Strongly agree	64.71% 22
Moderately agree	29.41% 10
Moderately disagree	2.94% 1
Strongly disagree	5.88% 2

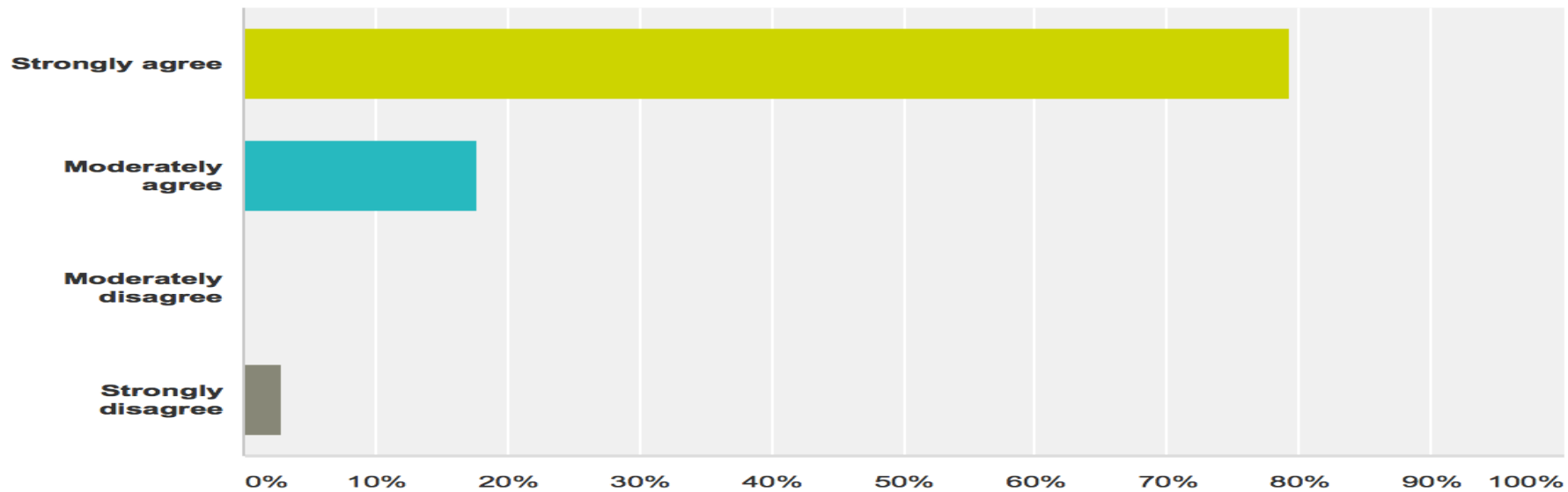
Total Respondents: 34

WHAT A DIFFERENCE A SUMMER ENRICHMENT CAN MAKE

Summer enrichment resulted in better prepared students:

I was satisfied with my students' academic progress toward learning objectives.

Answered: 34 Skipped: 0



Answer Choices	Responses
Strongly agree	79.41% 27
Moderately agree	17.65% 6
Moderately disagree	0.00% 0
Strongly disagree	2.94% 1

Total Respondents: 34

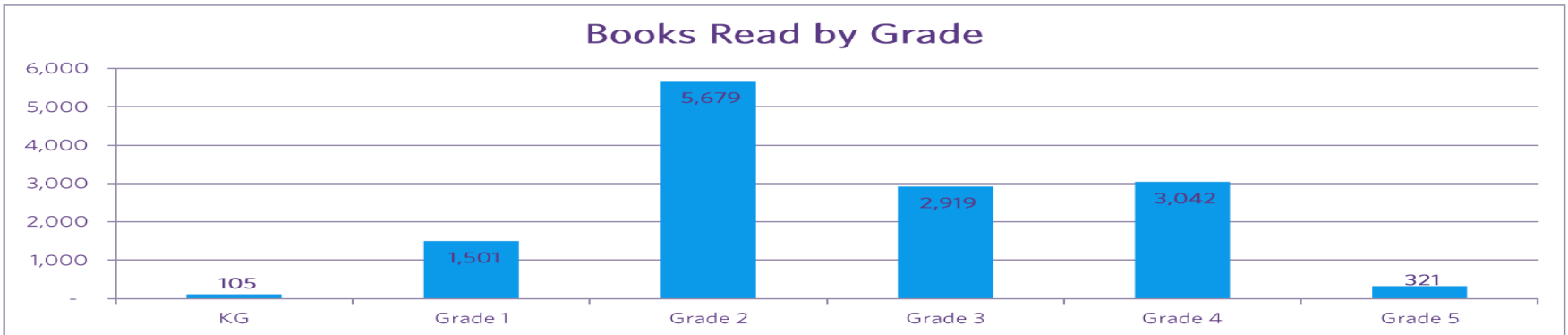
WHAT A DIFFERENCE A SUMMER ENRICHMENT CAN MAKE

During the seven weeks of the program, 600 students from the five schools read **18,129** books, browsed or opened **24,096** additional books and read a total of **2,436** hours.

USAGE AND GROWTH BY GRADE

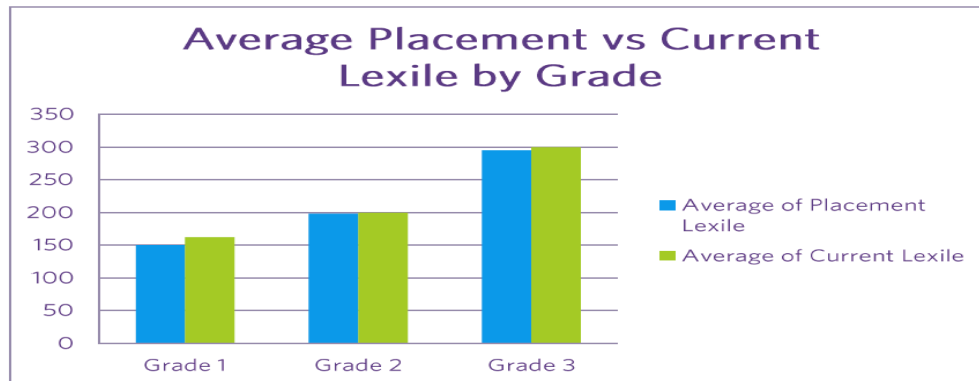
The active students enrolled in grades 1-3 in Santa Ana had the largest usage in the district. Additionally, they saw the largest average growth in Lexile, as illustrated in the charts below.

Books Read by Grade



Grade Level	Average Placement Lexile	Average Placement Lexile
Grade 1	150	162
Grade 2	198	199
Grade 3	294	300

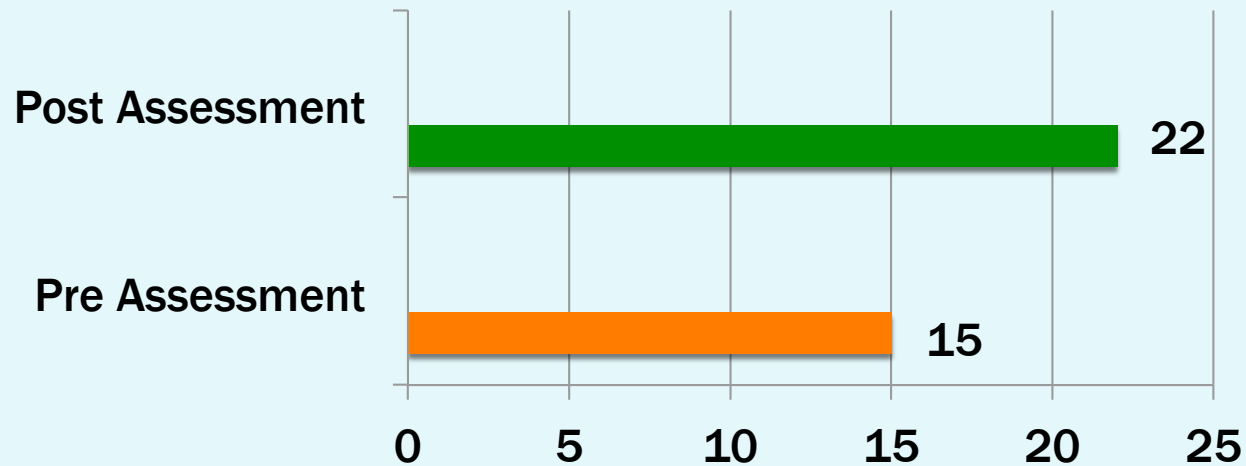
Average Placement vs Current Lexile by Grade



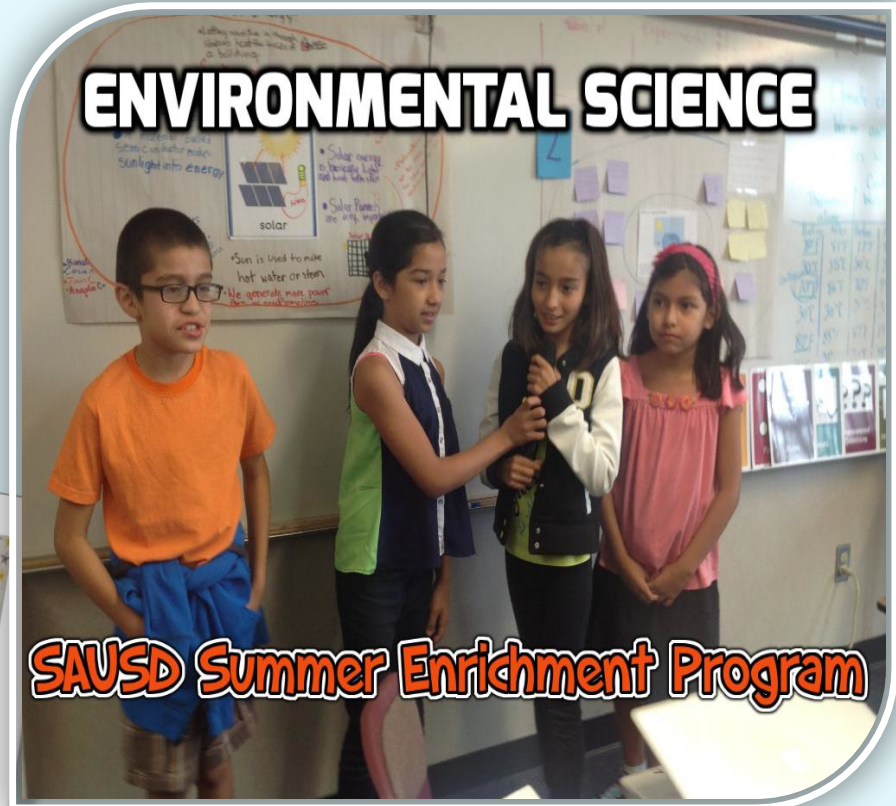
WHAT A DIFFERENCE A SUMMER ENRICHMENT CAN MAKE

Each enrichment program had a pre and post assessment to measure student growth. Our students made substantial growth:

Reading Comprehension Assessment Pre and Post Data for Carr Intermediate



ELEMENTARY SHOWCASE



INTERMEDIATE SCHOOL SHOWCASE



HIGH SCHOOL SHOWCASE



SEPTEMBER SUMMER ENRICHMENT EXHIBIT

- Summer Enrichment Exhibit in September to celebrate student success with parents and community
- Exhibits may take many forms including displays of student work, short videos, slideshows, or student demonstrations
- September Exhibit will occur on September 10, 2014 at Villa Fundamental 6:00-7:30pm



Thank You

AGENDA ITEM BACKUP SHEET
August 26, 2014

Board Meeting

TITLE: OC Gang Reduction and Intervention Partnership (OC GRIP)

ITEM: Presentation

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 present the Board with information on the OC Gang Reduction and Intervention Partnership (OC GRIP) program as operated in our District.

OC GRIP was brought to the District in October 2011 by the Santa Ana School Police Department as a collaborative effort with the District Attorney's (DA) Office and its partners to address gang prevention and truancy intervention. Within Orange County, the GRIP partnership includes the Orange County Sheriff's Department (OCSD), the police departments of several jurisdictions including the Santa Ana Police Department, the Probation Department, faith-based organizations, and private businesses who work together to prevent minors from joining criminal street gangs. The OC GRIP program operates in 25 schools county-wide.

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RATIONALE:

This presentation is provided to inform the Board of GRIP functions and activities that occur at the five GRIP I elementary schools of Adams, Davis, Diamond, Kennedy, Monte Vista and five GRIP II elementary schools of Edison, Fremont, Lowell, Monroe, and Roosevelt. In addition, Lincoln Elementary School has expressed an interest in GRIP participation for 2014-15.

FUNDING:

Not Applicable

RECOMMENDATION:

Presented for information.

OC GRIP COMPONENTS

Within these OC GRIP components, student confidentiality laws will be maintained by obtaining parent consent to share information.

School Staff Training

Gang education training is provided annually to staff of all GRIP schools and is facilitated by experienced individuals who have worked in the justice system. The presenters can include Police Investigators, Orange County Sheriff's Department (OCS) Deputies, Orange County District's Attorney's (OCDA) Investigators and/or Deputy District Attorneys. This training educates the faculty on how to identify a student who is at risk of joining a criminal street gang. The mentorship program is presented and teachers are offered an opportunity to mentor students as volunteers within the program.

Student Education

Students in grades 4 through 7 receive a gang prevention and education course. The one hour classes occur weekly for up to four consecutive weeks, depending on the grade level and whether the class is new to the school. The presenters can include Police Investigators, OCS Deputies, OCDA Investigators, and/or Deputy District Attorneys. The course includes topics such as the criminal justice system, gangs, tagging, and self-esteem.

Parents Supporting Parents (PSP)

The Parents Supporting Parents (PSP) program is an educational support system for parents in the community. Meetings are held once a month, with a GRIP representative in attendance, on a date selected by the school. Topics for the PSP meetings are decided by the parents. School staff and GRIP representatives facilitate the process of getting speakers for the meetings.

Parent Greeter Program

OC GRIP organizes a school "greeter" program. Volunteer parents are cleared through resources of the District Attorney's Office, and are asked to participate for 15-30 minutes each morning and simply greet the children arriving to school. Parents are trained to report any concerning incidents to school personnel. Parents participating in the greeter program report tremendous pride and sense of ownership in their children's school.

Parent Support Meetings

Parents of students with issues of poor attendance or signs of early gang affiliation are invited to Parent Support Meetings that offer resources presented in English and Spanish to the families through OC GRIP community partners, such as Big brother & Big sisters, Boys & Girls Club, and Child Protection Services. Parents also receive information detailing the law and parental responsibilities. With parent consent, GRIP case managers follow through with parents and students, keeping track of school attendance, behavior referrals and grades. Families who do not follow through are invited to meet with a committee of school personnel, a Deputy District Attorney, Probation representative and a social services case manager from OCDA who again offer resources to the family along with a contract of recommended steps. The case manager then

maintains weekly contact with the family thereafter to support progress. In the rare case when parents do not follow through with legal responsibilities, charges may be filed by the District Attorney's office.

Incentives

OC GRIP provides program incentives to parents, mentor teachers, and GRIP students. The GRIP committee of school principals, DA, and Probation representatives determine the incentive program. Students receive incentives for improved attendance, grades, and behavior. To increase participation in the GRIP parent meetings, an incentive/reward program is provided to parents. Each school along with the GRIP representative determines the appropriate incentives for participating parents. Community sponsors offering incentive programs have included Chivas USA, Angels Baseball, Chick-Fil-A, Saddleback Church, 7-11 Stores, and selected McDonalds Restaurants. In addition, OC GRIP is supported by law enforcement agencies throughout Orange County.



Santa Ana Unified School District

OC GRIP

ORANGE COUNTY

GANG REDUCTION AND INTERVENTION PARTNERSHIP

August 26, 2014

Doreen Lohnes

Assistant Superintendent, Support Services

OC GRIP Community Involvement



OC GRIP COMPONENTS

- School Staff Training
 - Annual teacher training for awareness and mentorships
- Student Education
 - One hour prevention classes, 4-7th grade
- Parents Supporting Parents
 - Monthly meetings
- Parent Greeter Program
 - Trained to greet students & report concerns
- Parent Support Meetings
 - Connect parents with resources
 - Legal responsibilities of parents

OC GRIP COMPONENTS

- Incentives
 - For parents, teachers and students
 - Improved attendance, grades and behavior
 - Community sponsors

AGENDA ITEM BACKUP SHEET
August 26, 2014

Board Meeting

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

ITEM: Presentation

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

PREPARED BY: Mark Chavez, Director, Nutrition Services

BACKGROUND INFORMATION:

The purpose of this agenda item is to provide the Board a financial update of the Nutrition Services Department and review of the Fiscal Crisis Management Assistance Team (FCMAT) study report.

RATIONALE:

The presentation will provide an overview of the Nutrition Services Department budget and FCMAT study report.

FUNDING: Not Applicable

RECOMMENDATION:

Presented for information.

August 26, 2014

Executive Summary

Business Services and Nutrition Services staffs have reviewed the FCMAT Food Service Review final report and developed an action plan to respond appropriately to all recommendations issued by the FCMAT review team. The report provides general overview of the Nutrition Services Department current status with regard to practices and procedures for managing all operations with regard to efficiency. The report also includes recommendations to enhance the Department's functional responsibilities, operations, and services provided to schools and students.

The Executive Action Plan Response report provides the Board of Education and District leadership a summary overview response to each of the next steps District staff will take in addressing each of the final report recommendations. The Executive Action Plan Response uses the same format used by the FCMAT team. Each major functional category is separated and delineated with its recommendations and district response. The report includes 70 total recommendations. Thus far, all 70 have been reviewed and plans developed for action. Specifically, 43 total recommendations have been completed, 19 recommendations will be completed in the 14-15 school year, 7 recommendations will be completed in the 15-16 school year, and 1 recommendation does not apply to SAUSD at this time.

Department Overview

1. **Recommendation:** Determine the responsibilities of each Nutrition Services Department management position, and try not to overlap responsibilities when possible.
 - **Response:** *A summary of all management responsibilities by position will be documented onto an internal publication issued to all necessary district staff to help clarify function and oversight responsibility.*
 - **Timeline:** *Completed.*
2. **Recommendation:** Develop a simple written list of Nutrition Services Department management positions with responsibilities for each, and distribute the list throughout the district so that staff members know who to call for specific questions and concerns.
 - **Response:** *A summary of all management responsibilities by position will be documented onto an internal publication issued to all necessary district staff to help clarify function and oversight responsibility.*
 - **Timeline:** *Completed.*

August 26, 2014

3. **Recommendation:** Assign a contact person at the Nutrition Services office, such as a secretary or clerk, who can direct questions and immediate site concerns to the appropriate management staff member.
 - **Response:** *Administrative staff in the Nutrition Services Department office are now assisting with calls from sites. When a site is unable to reach their Field Supervisor, they contact the office to be re-directed to another Field Supervisor or Manager that is available to provide immediate assistance. This process has been effective and will be continued.*
 - **Timeline:** *Completed.*

4. **Recommendation:** Prioritize goals and projects, and delegate them to appropriate staff for implementation.
 - **Response:** *A multi-year department operations and administrative plan will be developed and communicated to Nutrition Services Department staff to illustrate department projects, initiatives, and staff assigned for accountability.*
 - **Timeline:** *To be completed by October 1, 2014.*

5. **Recommendation:** Ensure that accurate, complete, and timely communication is a high priority.
 - **Response:** *Effective communication is always a top priority and staff will seek to continue to enhance where necessary. Examples of current communication vehicles used are an annual Back to School Meeting, Monthly Staff Meetings, Weekly E-Newsletters, Department Website, Board Presentations, and engagements with community Parent and Youth Groups.*
 - **Timeline:** *Completed. Ongoing each school year.*

6. **Recommendation:** Ensure that staff meetings include time for site staff to discuss their concerns and that they can participate in decisions that affect their sites, when appropriate.
 - **Response:** *Meeting agendas now include specific time dedicated to open discussion and feedback from site staff. Site Supervisors are included in menu planning meetings to ensure that their feedback and concerns are included in menu decisions. In addition, all Managers are now in attendance at monthly site supervisor meetings in order to address concerns.*
 - **Timeline:** *Completed.*

7. **Recommendation:** Review job descriptions for food service positions, and work with the employee bargaining unit to revise them as necessary.
 - **Response:** *Management staff along with Human Resources and CSEA has been in the process of revising department related job descriptions over the course of two years and will continue to do so until all job descriptions have been appropriately revised. Approximately 30 job descriptions within the Nutrition Services job family will be evaluated for revisions.*
 - **Timeline:** *To be completed by end of the 2014-15 school year.*

8. **Recommendation:** Review board policies and administrative regulations pertaining to food service, and revise them as necessary.
 - **Response:** *Management staff has completed the process of revising all board policies and administrative regulations pertaining to the functions related to child nutrition programs. Business Services will submit them to the Board of Education for review then approval in the fall.*
 - **Timeline:** *To be completed and submitted for Board approval in 2014-15.*

August 26, 2014

Participation Trends and Provision 2 Status

1. **Recommendation:** Revise written procedures regarding counting and claiming, application processing and meal pricing to reflect Provision 2 procedures.
 - **Response:** *Written procedures for student meal counting and claiming, application processing, and meal pricing are currently updated annually. All changes will reflect Provision 2 procedures prior to the start of the 2014-15 school year as part of the regulatory compliance requirement.*
 - **Timeline:** *Completed.*

2. **Recommendation:** Explore new meal service options, such as breakfast in the classroom, nutrition breaks, and two lunch periods at secondary schools to increase participation.
 - **Response:** *The Nutrition Services Department is very interested in increasing meal participation at breakfast and lunch. Nutrition Services will work with Business Services and Education Services to improve student access to meals.*
 - **Timeline:** *Work has already begun; to be completed in 2015-16.*

3. **Recommendation:** Ensure that all students and families are aware of the new provision that allows all students to eat for free, regardless of eligibility.
 - **Response:** *Public information regarding Provision 2 free meals will be provided to all of the school community using outreach methods that were successful in advertising our summer program and application processing. Staff will use the District cable channel 31, phone messages via the District phone messaging system, District website, school menus, and distribute a letter home.*
 - **Timeline:** *Completed. Ongoing each school year.*

4. **Recommendation:** Following the Provision 2 base year, consider alternate methods of obtaining student meal counts, to speed up serving lines.
 - **Response:** *Using alternate methods to obtain meal counts while maintaining program integrity and making sure that Nutrition Services is aware of exactly which students are eating (to accommodate Special Diets) can be difficult. We are currently exploring the feasibility of our staff to have two pin pads per register or use student ID cards that can be scanned instead of having students enter their unique student ID numbers.*
 - **Timeline:** *To be completed in 2014-15.*

5. **Recommendation:** Continue to obtain student input and make menu improvements accordingly. This should be done by grade level because students may have different opinions and requests.
 - **Response:** *Nutrition Services will continue to solicit feedback from students in all grade levels and make menu improvements. This recommendation aligns to the Department's "Voice Your Choice" student food show efforts where students directly approve menu selections. Additional required federal guidelines are being implemented this year and student feedback will be taken into account as much as possible.*
 - **Timeline:** *Completed. Ongoing each school year.*

August 26, 2014

Staffing and Meals per Labor Hour

1. **Recommendation:** Use data from the same time frame for all meal counts when preparing a MPLH analysis.

- **Response:** *In preparation for the 2014-2015 school year, Nutrition Services will perform a MPLH analysis using data from October and March in the 2013-2014 school year as a reference to ensure uniformity.*
- **Timeline:** *Completed. Ongoing each school year.*

2. **Recommendation:** Include central kitchen labor hours in the elementary site MPLH totals for a more accurate reflection of labor.

- **Response:** *Central Kitchen labor will be included in the MPLH analysis of all elementary school sites and off sites that have meals produced by the Central Kitchen.*
- **Timeline:** *Completed. Ongoing each school year.*

3. **Recommendation:** Determine appropriate MPLH goals for each grade level: elementary, intermediate and high school. Share these goals and results with site staff so they can see how they compare to other schools and strive for improvement.

- **Response:** *Once current MPLH statistics are generated, a uniform industry standard will be discussed and adopted. While industry MPLH standards have been established, many unique District factors such as meal service times, facility capacity, points of service stations, and student volume impact adopted standards applied, but provide rationale for actual labor used outside of the standards.*
- **Timeline:** *To be completed in 14-15. Ongoing each school year.*

4. **Recommendation:** Regularly assess labor use and look for ways to be more efficient to properly manage expenses.

- **Response:** *Staffing will be assessed at least two times per year (October and March months).*
- **Timeline:** *Completed. Ongoing each school year.*

5. **Recommendation:** Following the Provision 2 base year, consider alternate student counting methods so that staff assigned to operate point of sale computers may be reassigned to more beneficial and productive duties.

- **Response:** *In order to maintain program compliance, account for individual student meals accurately, ensure special diet requests are accommodated, and communicated seamlessly between central office and 57 school sites, the computerized point of sale (POS) system must be maintained.*
- **Timeline:** *Completed.*

August 26, 2014

6. **Recommendation:** Continue to look for ways to increase meal counts and student participation, without increasing labor.

- **Response:** *Currently breakfast is the biggest opportunity for Nutrition Services to increase participation. Site menus, service times, meal accessibility, and product variety will all be assessed to determine how best to impact students and increase meal counts. “Voice Your Choice” Student Food Shows are held to introduce new food products to the students to gauge the interest and allow students to vote on which new products should be included on future menus. Nutrition Services is looking at beginning a Super Snack Program to replace the after school snack which will increase the number and quality of meals served on a daily basis.*
- **Timeline:** *To be completed in 14-15. Ongoing each school year.*

August 26, 2014

State Audits and Use of Cafeteria Funds

1. **Recommendation:** Ensure that appropriate staff members have current information on the regulations for cafeteria fund use and follow them so it can avoid future fiscal actions by the CDE.

- **Response:** *The Nutrition Services Department will work with Business Services to ensure that appropriate staff has current information on policies/regulations related to cafeteria fund use.*
- **Timeline:** *Completed. Ongoing each school year.*

2. **Recommendation:** Fully implement the five-year spending plan according to the annual schedule.

- **Response:** *The Nutrition Services Department has already initiated and making progress on the Spend Down Plan requirements and is on track to meet the five-year spend down time table.*
- **Timeline:** *Completed. Ongoing each school year.*

3. **Recommendation:** Continue to monitor the cafeteria fund budget and plan for sufficient allowable expenditures to avoid excess fund issues in the future.

- **Response:** *The Nutrition Services Department's ongoing protocol will be to develop budgets that incorporate well thought out and planned allowable expenditures. The future plans will enhance the overall operations and services provided to our students and community.*
- **Timeline:** *Completed. Ongoing each school year.*

August 26, 2014

Personnel Activity Reports

1. **Recommendation:** Ensure that all salaries and benefits charged to the cafeteria fund are allowable.
 - **Response:** *Nutrition Services will work with Business Services to ensure that all salaries charged to the cafeteria fund are allowable.*
 - **Timeline:** *Completed. Ongoing each school year.*

2. **Recommendation:** Ensure that all multi-funded positions are documented by PARs as required by the CDE and federal regulations.
 - **Response:** *Nutrition Services will work with Business Services to ensure that multi funded positions are documented by PARs.*
 - **Timeline:** *Completed. Ongoing each school year.*

3. **Recommendation:** If a substitute time accounting method is selected for use, ensure that the method is approved by the CDE as necessary and that federal regulations and procedures described in the CSAM are followed.
 - **Response:** *If SAUSD opts to use one of the approved methods as a substitute for PARs, the District will ensure that it is pre-approved by CDE prior to implementation.*
 - **Timeline:** *Recommendation not applicable at this time.*

4. **Recommendation:** Closely monitor general administrative costs and indirect costs charged to the cafeteria fund to ensure they meet state and federal requirements.
 - **Response:** *Nutrition Services will work with Business Services to monitor general administrative costs and indirect costs charged to the cafeteria fund to ensure that they meet State and Federal requirements.*
 - **Timeline:** *Completed. Ongoing each school year.*

August 26, 2014

Budget

1. **Recommendation:** Ensure that the adoption budget for future years includes realistic revenue and expenditure projections.

- **Response:** *The Department's future budget will ensure that well planned and realistic budgets are developed based on essential input from department management staff.*
- **Timeline:** *Completed. Ongoing each school year.*

2. **Recommendation:** Review all current year revenues and expenses to determine the reason for the large variations over prior years, and make revisions as necessary.

- **Response:** *All current year revenues and expenditures were analyzed and adjustments were made as necessary in the 13-14 school year. All future analysis, forecast, and adjustments will continue to be made as necessary in future school years.*
- **Timeline:** *Completed. Ongoing each school year.*

3. **Recommendation:** Review current invoices to determine if vendors have made large mid-year price increases. If pricing is too high, look for alternative, less expensive items if possible and/or consider increasing prices for a la carte items.

- **Response:** *Although no significant mid-year price increases have occurred; management acknowledges overall price increases over the years, specifically produce and certain entree prices. The Nutrition Services team has developed aggressive procurement strategies that bring costs down to the District Nutrition Program. A la carte pricing will continue to be evaluated and set annually to ensure program compliance and operations are effective.*
- **Timeline:** *Completed. Ongoing each school year.*

4. **Recommendation:** Analyze and closely monitor the budget throughout the year to ensure that an unplanned deficit does not occur.

- **Response:** *Nutrition Services will work with Business Services to ensure that the department budget will be analyzed and monitored throughout the year.*
- **Timeline:** *Completed. Ongoing each school year.*

5. **Recommendation:** Closely monitor net cash resources throughout the year to ensure they do not exceed federal regulations.

- **Response:** *Nutrition Services and Business Services is cognizant of this important regulation within the school nutrition program regulations. With the implementation of the Spend Down Plan, the Department is on the path to meeting and maintaining this criterion.*
- **Timeline:** *Completed. Ongoing each school year.*

August 26, 2014

6. **Recommendation:** Immediately review the five-year spending plan with all food service staff and inform them of the timeline for implementation.

- **Response:** *The five-year spending plan addendum was approved by the California Department of Education, Nutrition Services Division in late May and will be reviewed with staff in September.*
- **Timeline:** *Completed. Ongoing each school year until the Spend Down Plan is fully executed.*

August 26, 2014

Purchasing and Inventory

1. **Recommendation:** Continue with its plans to let bids or issue requests for quotes for food service items, as appropriate.

- **Response:** *Nutrition Services had new bids in place for dairy and bread products for the 2013-14 school year and extended both of those for the 2014-15 school year on June 10. The bid for supplies and non-food items has been evaluated and is on the Board agenda for approval on August 26th. On September 9th, the Board agenda will include an RFP for frozen, refrigerated, processed commodities, and dry food items. Additional bids or RFPs will be issued for equipment and produce items in September 2014.*

The District is currently using piggyback bids for frozen and processed commodity items and produce. These piggyback bids were approved by the Board on June 24 and will be in use until District own contracts are put in place in September 2014.

- **Timeline:** *Completed. Ongoing each school year.*

2. **Recommendation:** Review and update bid documents and develop bid specifications as needed.

- **Response:** *As noted in #1 above, Nutrition Services has been and will continue updating bid/RFP documents over this summer and as needed in future years.*
- **Timeline:** *Completed. Ongoing each school year.*

3. **Recommendation:** Continue to provide Oracle training to site staff so they can perform assigned ordering functions.

- **Response:** *Nutrition Services will continue to provide Oracle training annually or as needed to site staff so that they can order and receive foods and supplies.*
- **Timeline:** *Completed. Ongoing each school year.*

4. **Recommendation:** Meet with the staff involved with the Oracle inventory system to ascertain training needs and provide additional training as soon as possible.

- **Response:** *Training needs will be assessed during the first two months of the 2014-15 school year. Annual training will be provided to staff prior to the start of the 2014-15 school year and as needed in an ongoing manner.*
- **Timeline:** *Completed. Ongoing each school year.*

5. **Recommendation:** Determine whether inventory analysis reports can be provided in a more user friendly format.

- **Response:** *The Nutrition Services Department User Services Analyst position was filled as of July 23, 2014. The person in this position will be tasked with creating user friendly inventory analysis reports. This will also require the collaboration of the Technology Innovation Services Department to meet the needs of Nutrition Services.*
- **Timeline:** *To be completed in 2014-15.*

August 26, 2014

6. Recommendation: Review the advantages and disadvantages of implementing a bar code reader system for inventory purposes.

- **Response:** *Nutrition Services will review the advantages and disadvantages of implementing a bar code reader system for inventory purposes during the 2014-15 school year and determine if it will be worthwhile to implement.*
- **Timeline:** *To be completed in 2014-15.*

7. Recommendation: Consider installing surveillance cameras at all central kitchen warehouse exit doors.

- **Response:** *Surveillance cameras will be considered. The use of surveillance cameras will enhance meeting program compliance requirements in storing USDA Foods (commodities) in a secure storage facility. This expenditure may be evaluated to be added to the District Spend Down Plan as well.*
- **Timeline:** *To be completed in 2014-15.*

8. Recommendation: Implement processes, such as periodic meetings, to help ensure proper and timely communication between food service and district office staff involved in purchasing, accounts payable and inventory processes so that issues may be quickly resolved.

- **Response:** *Nutrition Services and District office staff have been communicating much more often and much more effectively in recent months. Several meetings between staff have occurred as needed.*
- **Timeline:** *Completed. Ongoing each school year.*

August 26, 2014

Facilities

1. **Recommendation:** Immediately inspect all kitchens and make a list of needed repairs, including walls, paint, floors and equipment. Prioritize the list and complete all top priority items in summer 2014, as funds allow.
 - **Response:** *Nutrition Services will work with a food service kitchen consultant that will perform surveys of all 57 district kitchens and help identify each sites specific needs ranging from code violations, facility capacity, equipment assessments, and modernization recommendations. A final report will be developed and provided to the Superintendent's Cabinet for planning and approval. Site projects will be prioritized depending on funding availability and scope. In addition, Nutrition Services has completed an equipment bid to prepare and implement an equipment replacement program for kitchens in need of new equipment.*
 - **Timeline:** *In progress, to be completed by November, 2014.*

2. **Recommendation:** Ensure that school site staffs are notified when equipment is repaired.
 - **Response:** *Nutrition Services Field Supervisors will work directly with site kitchen Supervisors and coordinate all necessary equipment repairs. A central office staff member will assist to monitor the Building Services work order system and report to management on a regular basis the status of open, in progress, and completed work orders to ensure school sites have the tools and equipment needed to meet the nutritional needs of the students.*
 - **Timeline:** *Completed. Ongoing each school year.*

3. **Recommendation:** Add FRPs to all walls that come in contact with moving carts and racks.
 - **Response:** *As noted above in #2, each school site kitchen will be surveyed and all necessary follow up work will be prioritized depending on scope and funding availability.*
 - **Timeline:** *In progress, to be completed by November 1, 2014.*

4. **Recommendation:** Replace VCT flooring during the next modernization or remodel project.
 - **Response:** *As noted above in #2, each school site kitchen will be surveyed and all necessary follow up work will be prioritized depending on scope and funding availability.*
 - **Timeline:** *In progress, to be completed by November 1, 2014.*

5. **Recommendation:** Restrict kitchen storage areas to food service items only so that staff may properly perform their duties.
 - **Response:** *Nutrition Services will work with individual school sites to restrict non-kitchen related items in storage areas dedicated to Nutrition Services and the school site cafeteria. Building Services and Nutrition Services will collaborate to properly secure access to all kitchen and storage rooms at each school site.*
 - **Timeline:** *To be completed in 2014-15.*

6. **Recommendation:** Consider purchasing more automated dispensing and packaging equipment to reduce the possibility of employee injuries and increase productivity.

August 26, 2014

- **Response:** *Automated packaging equipment has been reviewed in the past and as Nutrition Services develops new menu items during the 2014-2015 year, it will work with packaging vendors to install new equipment to increase production and better maintain food quality and appearance.*
- **Timeline:** *To be completed in 2015-16.*

7. **Recommendation:** Immediately prioritize the central kitchen's structural needs, including repair of the floor and the mat wash area.

- **Response:** *Nutrition Services has already started its evaluation and process to modernize the central kitchen equipment and facility concerns. The mat wash area is being assessed for the best use and need of the area in the facility. It is expected that the central kitchen can continue its Phase II of the modernization project in the summer of 2015.*
- **Timeline:** *To be completed in 2015-16.*

8. **Recommendation:** Immediately cover and enclose the central kitchen food rack storage area or move food racks to an indoor storage area.

- **Response:** *Food transportation racks have been moved inside the warehouse until the District can provide the needed enclosed outside storage area required to accommodate the daily influx of baskets returning from school sites. All baskets at the central kitchen are cleaned and sanitized before each use.*
- **Timeline:** *To be completed in 2015-16.*

9. **Recommendation:** Immediately identify the point of origin of the central kitchen freezer leak and make the necessary repairs.

- **Response:** *Central kitchen freezer was repaired during Spring Break 2014 (April).*
- **Timeline:** *Completed.*

10. **Recommendation:** Consider alternatives for storage of surplus items so that the semi-truck trailer located in the back lot of the central kitchen can be removed.

- **Response:** *Nutrition Services is continually challenged by the amount of equipment district wide that needs to be replaced and/or discarded from routine wear and use. Nutrition Services and Logistics have dedicated the trailer at the central kitchen for that purpose and over the course of the 2014-2015 school year; a majority of the broken/unused equipment should be removed. Currently, the central kitchen is the best place for this trailer. Nutrition Services has confirmed with our vendors that they are unaffected by it being on site and are still able to deliver in the capacity needed.*
- **Timeline:** *Completed.*

11. **Recommendation:** Review the five-year spending plan with all food service staff immediately and inform them of the timeline for implementation.

- **Response:** *The five-year spending plan has been reviewed with all Nutrition Services staff. In addition, annually or as necessary, updates on progress and implementation of the spending plan will be provided to Department staff and Business Services.*
- **Timeline:** *Completed.*

August 26, 2014

Menus, Standardized Recipes, and Nutrient Analysis

1. **Recommendation:** Continue to explain the new menu regulations to school site food service staff.
 - **Response:** *Site food service staff will continue to receive training on meal pattern regulations at our annual back to school orientation meeting. All new employees will continue to receive training on the meal patterns regulations through our Department's new employee orientation program, which was implemented during the 2013-2014 school year. Additional trainings on meal pattern regulations will be provided at monthly site supervisor meetings as needed.*
 - **Timeline:** *Completed. Ongoing each school year.*

2. **Recommendation:** Discuss food options at the monthly field and site supervisors' meetings.
 - **Response:** *Site supervisors will be given the opportunity to discuss the popularity and quality of menu offerings at monthly meetings. Furthermore, site supervisors will be involved in the development of all seasonal cycle menus starting with summer 2014 (fall, winter, spring).*
 - **Timeline:** *Completed. Ongoing each school year.*

3. **Recommendation:** Continue with its plans to increase entrée choices at elementary schools.
 - **Response:** *Elementary menus have featured two entrée choices since April of 2014 and will continue to feature two options for the foreseeable future. The menu planning team will update menus seasonally (fall, winter, spring) to prevent student burnout with menu options and provide items that are fresh, seasonal and responsive to student and community feedback.*
 - **Timeline:** *Completed. Ongoing each school year.*

4. **Recommendation:** Consider purchasing automated packaging equipment for use at the intermediate and high schools.
 - **Response:** *Automatic packaging systems were evaluated during the 2013-2014 school year for the secondary schools. Nutrition Services management team will make arrangements to demo automated packaging systems during the fall of 2014 before selecting a system for all secondary schools in the district.*
 - **Timeline:** *To be completed in 2015-16.*

5. **Recommendation:** Explain to school staff the reasons the salad bars were eliminated, and consider reintroducing them at the high schools.
 - **Response:** *Nutrition Services will provide an email to inform High School Administrators of the reasons why student salad bars at the high schools were removed along with the alternative options offered to a salad bar. In addition, staff will share the planned pilot initiatives that are being developed to reintroduce the salad bars in the meal program.*
 - **Timeline:** *To be completed by September 2, 2014.*

August 26, 2014

6. **Recommendation:** Promote the food service menu changes throughout the district, including to families and school staff, to encourage participation.

- **Response:** *Several methods of marketing new menu items will be employed by the Nutrition Service team including but not limited to: promotional posters displayed in school cafeterias, updates on department website, menus sent home to parents, emails to school administrators, and monthly updates sent to Business Services.*
- **Timeline:** *To be completed in 2014-15.*

7. **Recommendation:** Develop a standard recipe for each menu item, and ensure that the recipes are at each school site.

- **Response:** *The Nutrition Services Department is currently inputting ingredient and recipe data into Meals Plus. Once the data has been entered into the software the department will have access to standardized recipes for all food served on our menus. Sites will be provided a notebook with a comprehensive set of recipes by the beginning of the school year.*
- **Timeline:** *In progress, to be completed by November 1, 2014.*

8. **Recommendation:** Use a software program that integrates all phases of menu planning, recipes, production records, and nutrient analysis. The program should be efficient, easy to use, and provide reports that are easy to understand.

- **Response:** *The Nutrition Services team has selected Meals Plus as its comprehensive software program for menu planning, recipes, production records and nutrient analysis. The Nutrition Manager and Nutrition Specialist are inputting ingredient and recipe data into the new program this summer with roll out of new recipes slated for the beginning of the school year.*
- **Timeline:** *In progress, to be completed by November 1, 2014.*

August 26, 2014

Offer versus Serve and Menu Production Records

1. **Recommendation:** Increase daily entrée and fruit choices at elementary sites.

- **Response:** *Elementary menus have featured two entrée choices since April of 2014 and will continue to feature two options for the foreseeable future. The menu planning team will update menus seasonally (fall, winter, spring) to prevent student burnout with menu options and provide items that are fresh, seasonal and responsive to student and community feedback. Currently, elementary menus feature the required serving of fruit (1/2 cup) mandated by the National School Lunch Program meal pattern. Often school cafeterias will have leftover whole fresh fruit available from the previous day's menu and will serve this to students in addition to the fruit featured on the current day's menu. This practice provides students with a variety of fruit options while also reducing food waste. The menu planning team will evaluate the incorporation of additional fruits onto elementary menu and determine if this change will increase food costs, food waste, and pose problems with storage/inventory management at the site level.*
- **Timeline:** *Completed.*

2. **Recommendation:** Consider using cafeteria funds to upgrade breakfast and lunch meals that are popular with students.

- **Response:** *In March 2013, Nutrition Services launched its first "Voice Your Choice" student food show with the intent of bringing fresh, new, and innovative foods to students for sampling. Since our first food show, the Nutrition Services team has hosted 3 "Voice Your Choice" events and different schools throughout the district and plans to continue this practice during the 2014-2015 school year and beyond. Since the first food show, students have had the opportunity to sample approximately 130 different products, and school menus have featured 45 entrées approved by students as a result of the food shows. The Nutrition Services team will continue to work with cafeteria supervisors, student groups, and parents to stay informed of student food preferences and continue to reinvent school menus to incorporate new recipes, and fresh/seasonal foods. Cafeteria funds will be leveraged where possible to provide students with preferred food choices while operating within the fiscal parameters that maintain the meal program fiscally solvent.*
- **Timeline:** *Completed. Ongoing each school year.*

3. **Recommendation:** Train elementary food service Site Supervisors to simplify the completion of menu production records.

- **Response:** *Elementary Site Supervisors will continue to receive annual training on current menu production records at the back to school orientation meeting. As the department transitions to the new Meals Plus software for menu production records, Site Supervisors will be trained on the utilization of the new production record format. Continuous coaching where necessary will also be made available to ensure program compliance requirements are in place. The transition into a new menu production record will not begin until the 2015-16 school year. This allows the department to conclude its school nutrition program State audit this 2014-15 fiscal year.*
- **Timeline:** *Completed. Ongoing each school year.*

August 26, 2014

Competitive Food Sales

1. **Recommendation:** Ensure that all groups that sell foods and beverages on a school campus follow laws, regulations and policies regarding competitive food sales.

- **Response:** *Nutrition Services will work with Special Projects Department to better communicate to district administrators and site staff the expectations of the wellness policy and competitive food sales in schools as mandated by USDA.*
- **Timeline:** *Completed. Ongoing each school year.*

2. **Recommendation:** Provide training to school administrators and school site food service staff regarding competitive food sale regulations.

- **Response:** *Nutrition Services will collaborate with the Special Projects Department to hold training tailored to school site Principals to explain laws, regulations, and policies regarding competitive food sales and provide information in writing for Principals to share with school teachers and parent groups at their respective sites. Staff can arrange training that is supported by the California State Department of Education, Nutrition Services Division.*
- **Timeline:** *Completed. Ongoing each school year.*

3. **Recommendation:** Direct administrators, nutrition services staff, and the Wellness Committee to work together to ensure compliance of competitive food sales.

- **Response:** *Nutrition Services will consult with the Superintendent's Office for proper direction and action necessary regarding this recommendation. Nutrition Services will provide any technical assistance where necessary.*
- **Timeline:** *Completed. Ongoing each school year.*

August 26, 2014

Food Waste

1. **Recommendation:** Continue with its plans to increase daily entrée choices, and consider offering additional fruit choices at elementary schools.

- **Response:** *The District community LCAP meetings captured feedback from parents regarding many topics including school meals. One of the requests presented at these meetings was a consideration of a second entrée for lunch meal service, to which Nutrition Services responded promptly. Throughout the new school year two meal choices will be offered on a daily basis. Varied approaches to ensure menu items are popular with students have been taken: Site Supervisors have been part of the menu development process to get their opinion on student preference and data collected from Voice Your Choice events has been leveraged to include popular items on the menu.*
- **Timeline:** *Completed. Ongoing each school year.*

2. **Recommendation:** Keep accurate records of menu items consumed to ensure that food orders are not excessive.

- **Response:** *The Nutrition Services Department is committed to ongoing training of all staff to ensure production records currently in use are completed accurately. The information collected in these production records will help school Site Supervisors forecast a more accurate count of meals needed daily and reduce potential waste. Additionally a new approach in food ordering procedures has been implemented this past school year. Food is no longer forecasted for each school on a monthly cycle, but rather on a weekly cycle. This gives each supervisor a better estimate for the amount of food they will need one week in advance rather than a whole month ahead. As mentioned in the response of recommendation #3 in the Food Waste section, the department will not be able to perform a menu production change until after the State audit is complete. Therefore, a change will be planned for in the 2015-16 school year.*
- **Timeline:** *To be completed in 2015-16.*

3. **Recommendation:** Investigate the feasibility of using leftovers that are held at proper temperatures and that maintain their quality when served a second time.

- **Response:** *The safety of all students and adults is the utmost priority of the District and Nutrition Services Management will align to that expectation in making decisions related to its management of food and supply chain. Food safety risks of mass food production and proper storage procedures have closely been taken into account in addressing this concern. Nutrition services staff has reviewed and evaluated the pros and cons of serving leftovers. After discussion our team has decided that we will continue to implement current practices of food handling. Cold food items such as unheated products, salads, fruit, vegetables, will continue to be used in subsequent days if held at proper temperatures. Hot items that have been heated will continue to be discarded in the interest of providing the safest and best quality product for every student. We will continue to focus staff trainings in the above areas, accurate forecasting for production needs, and batch heating to reduce food waste in the upcoming years.*
- **Timeline:** *Completed.*

August 26, 2014

Staff Training

1. **Recommendation:** Continue with its plans to provide a training program for all employees.
 - **Response:** *Nutrition Services continues to explore and implement training opportunities beneficial to overall operations. Every Nutrition Services team member will participate in the evolving training program.*
 - **Timeline:** *Completed. Ongoing each school year.*

2. **Recommendation:** Provide additional opportunities for training as indicated above and throughout this report.
 - **Response:** *Nutrition Services has assigned a Field Supervisor specifically for developing training resources, planning instruction modules, and researching new, innovative methods of education. As Nutrition Services remains on a state-approved spend down plan, funds have been allocated for special training activities and resources. Furthermore, the Nutrition Services regular budget will contain funds apportioned for training purposes.*
 - **Timeline:** *Completed. Ongoing each school year.*

NUTRITION SERVICES FCMAT REPORT & ACTION PLAN

AUGUST 26, 2014

Rick L. Miller, Ph.D., Superintendent
Stefanie P. Phillips, Ed.D.,
Deputy Superintendent, Operations/CBO
Diane Branham, Chief Management Analyst, FCMAT
Mark Chavez, Director



TONIGHT'S AGENDA

FCMAT

Presentation

- Summary of Key Elements

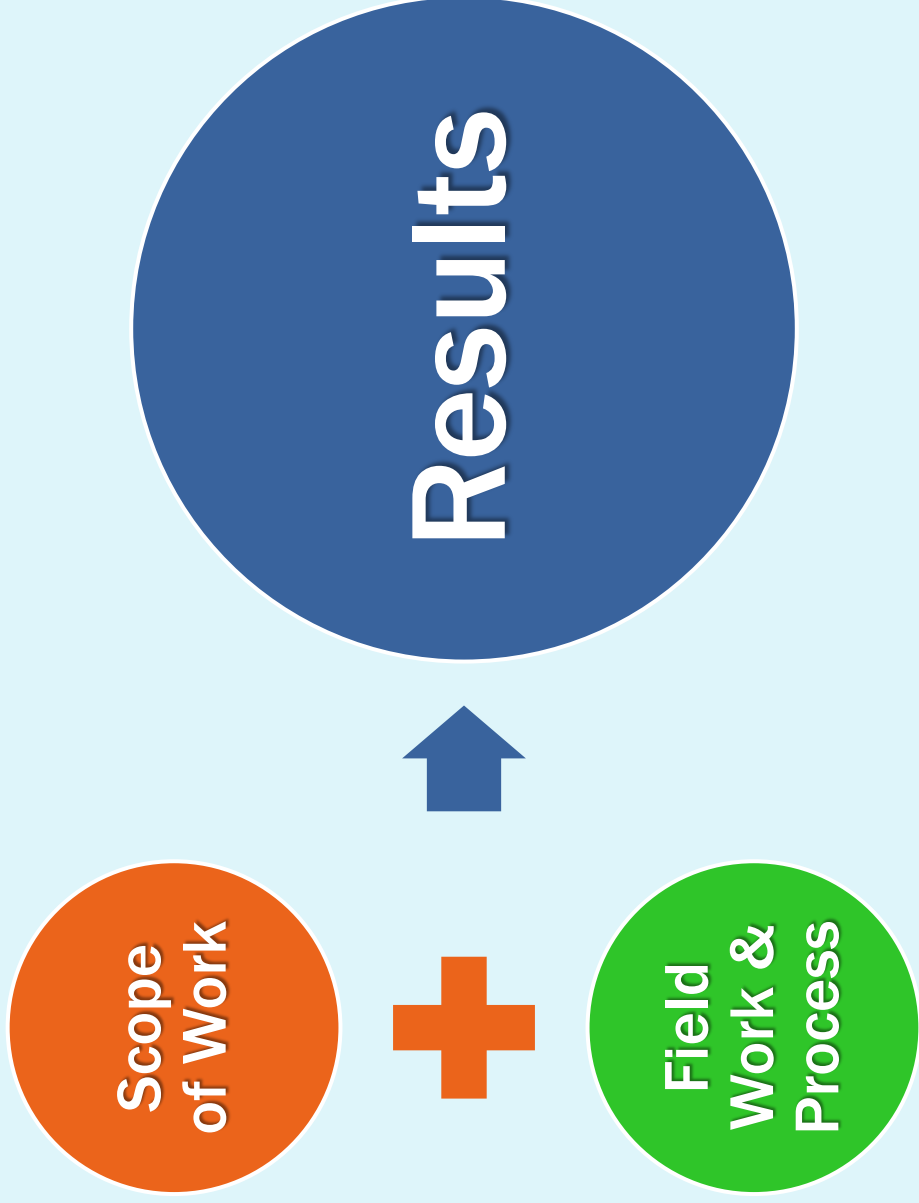
Action Plan In Motion

- Director's Report
- Status Update

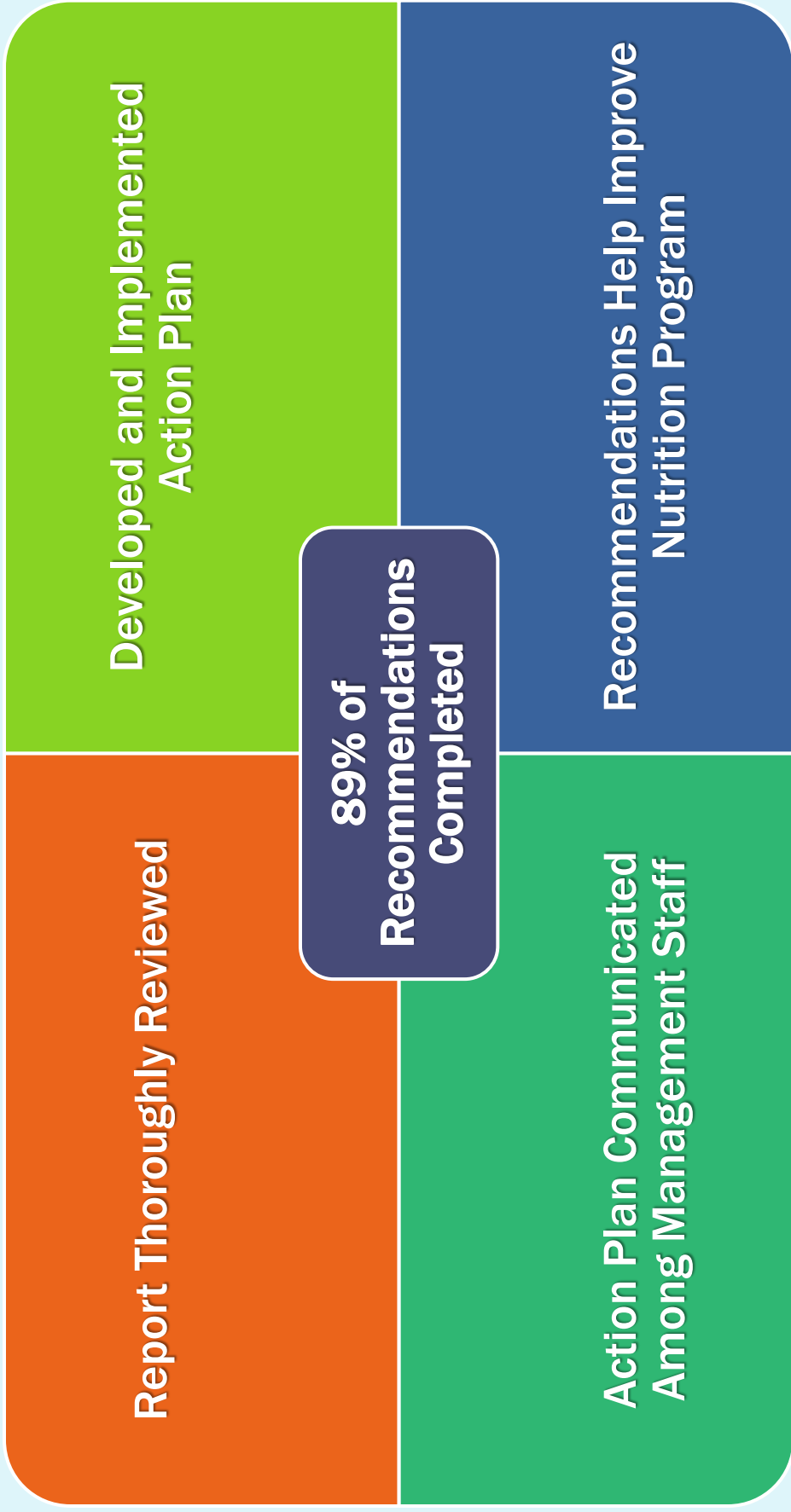
Staff & Students Engaged

- Slide Show
- Q & A

FCMAT REVIEW—KEY ELEMENTS

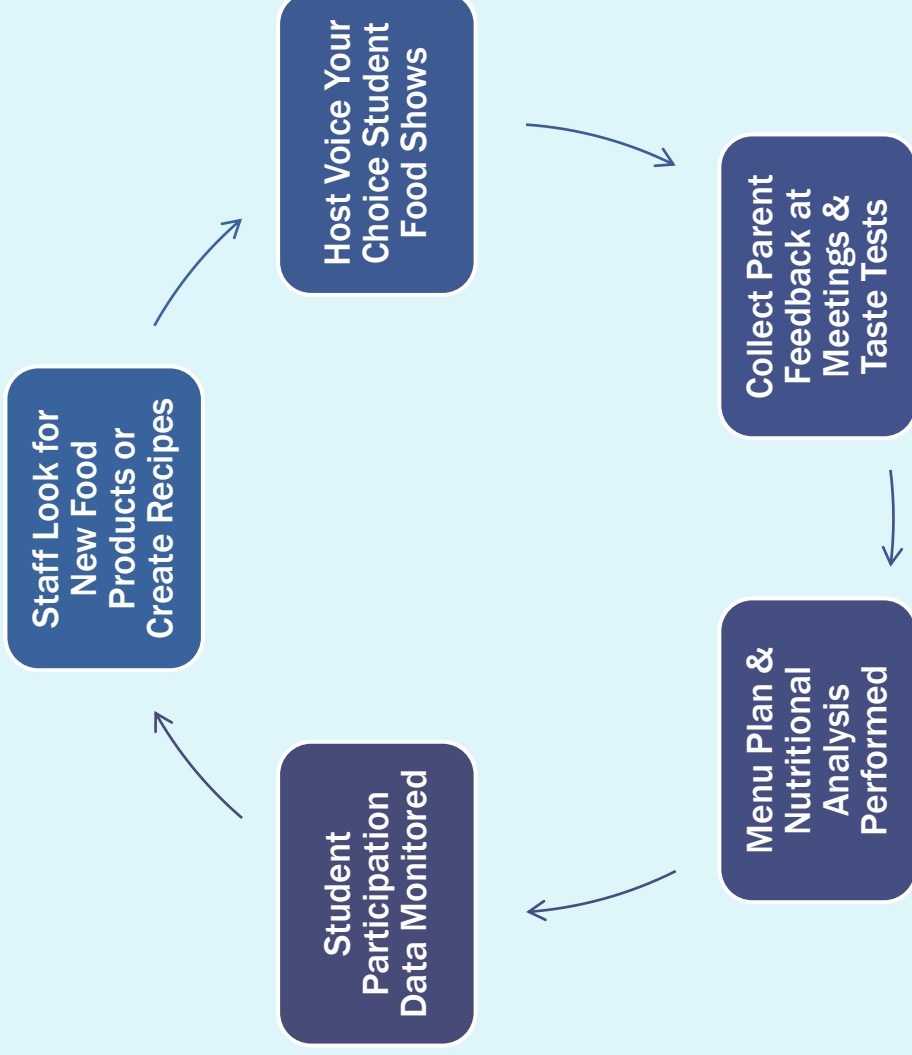


ACTION PLAN UPDATES



HIGHLIGHTS

MENU PLANNING STRATEGY



HIGHLIGHTS

BUILDING STUDENT PARTICIPATION

- Menu selections are student driven.
- “Voice Your Choice” a model for other school districts.
- Participation has increased in the last six months.

HIGHLIGHTS

STUDENT OUTREACH

Outreach to student group SAHNA from Kid Works

Engaged with high school ASB students

Collaborated with Saddleback ASB and teachers to improve understanding of meal requirements

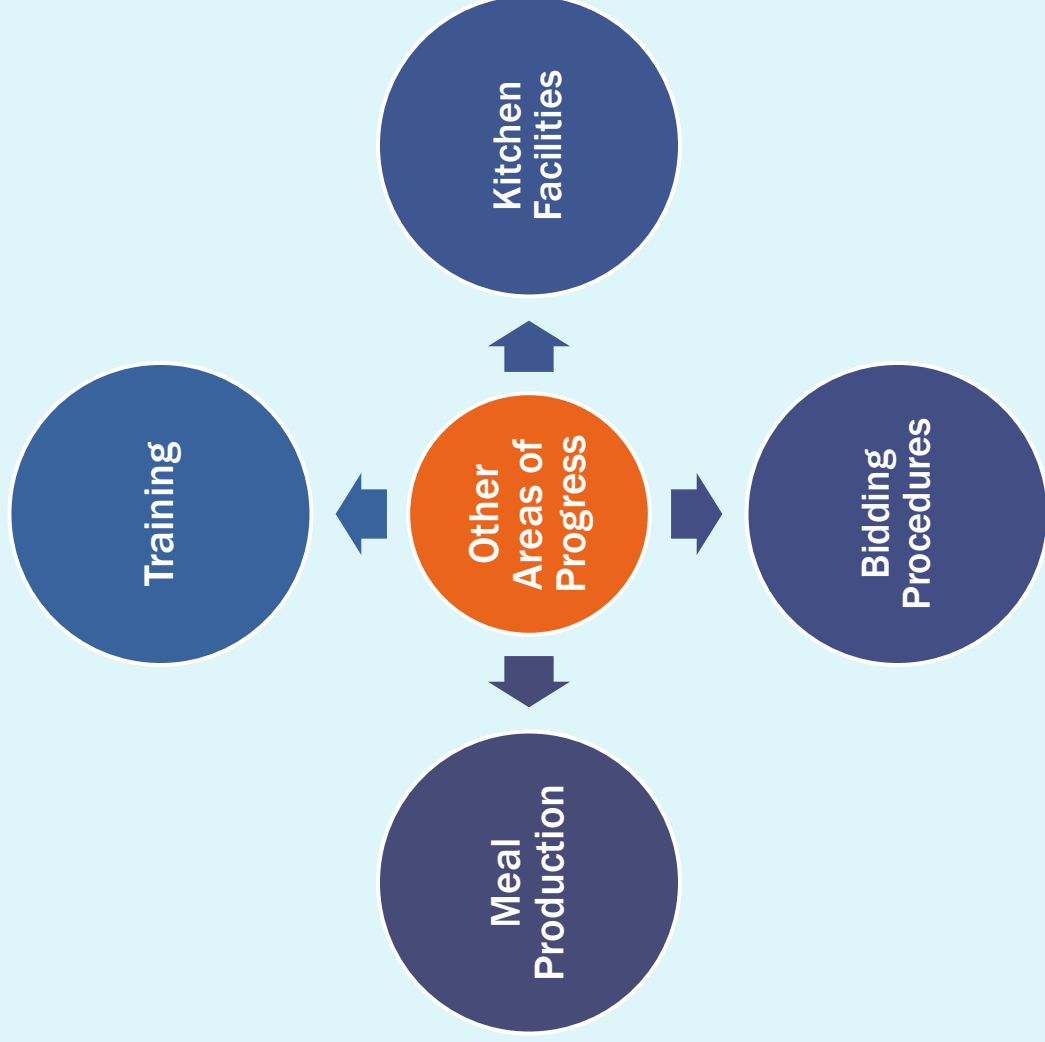
PARENT OUTREACH

DELAC parent group supports and attends Nutrition Services parent meetings

Collaborated with Sierra Intermediate parents to increase parent attendance at our meetings

A parent sampling event will be scheduled this Fall

HIGHLIGHTS



- Increased Staff training and communication
- Improve efficiency in meal production and reduce waste
- Analysis and future planning to enhance our kitchen facilities when capital funds become available
- Improve bidding procedures to reduce our food costs

SLIDE SHOW SLIDE 1

SLIDE SHOW SLIDE 2

ACKNOWLEDGEMENTS

- **The FCMAT study review allows Nutrition Services to continue improving district-wide meal services for all students**
- **The report reinforces transparency for all stakeholders**
- **Recommendations support several future department initiatives**
- **THANK YOU! Board of Education and Superintendent**

QUESTIONS?





CSIS California School Information Services

Santa Ana Unified School District

Food Service Review

August 8, 2014



Joel D. Montero
Chief Executive Officer







August 8, 2014

Rick Miller, Ph.D., Superintendent
Santa Ana Unified School District
1601 East Chestnut Avenue
Santa Ana, CA 92701

Dear Superintendent Miller:

In February 2014, the Santa Ana Unified School District and the Fiscal Crisis and Management Assistance Team (FCMAT) entered into an agreement for management assistance. Specifically, the agreement stated that FCMAT would perform the following:

1. Examine the food service department's procedures and practices for managing all operations with regard to efficiency. The department is responsible for establishing the framework for overall operations, allocating resources, providing functional guidance, and assessing districtwide opportunities to provide improved service. The team will evaluate the current workflow and distribution of management and leadership functions in the department and provide recommendations for improved efficiency, if any. The review will include, but not be limited to, the following areas: food preparation, ordering, inventory, cash and resource management, staffing, policies and procedures, federal and state compliance, menu planning, warehousing and food storage, purchasing and facilities. The review will include any constraints to productive management by evaluating systems, structures and employee responsibilities in relationship to the district's goals.

This component will include reviewing documentation, including board policies and administrative regulations and job descriptions, and gathering data regarding current practices, procedures and separation of duties to ensure the proper internal controls are in place. In addition, the team may interview other department or site staff to determine the efficiency and effectiveness of services delivered.

2. Review training and professional development programs for employees and managers and make recommendations.

FCMAT

Joel D. Montero, Chief Executive Officer

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755 Baywood Drive, 2nd Floor, Petaluma, CA 94954 • Telephone: 707-775-2850 • Fax: 707-636-4647 • www.fcmat.org
Administrative Agent: Christine L. Frazier - Office of Kern County Superintendent of Schools

This final report contains the study team's findings and recommendations in the above areas of review. FCMAT appreciates the opportunity to serve the Santa Ana Unified School District, and extends thanks to all the staff for their assistance during fieldwork.

Sincerely,

A handwritten signature in black ink, appearing to read "Joel D. Montero". The signature is fluid and cursive, with the first name "Joel" being the most prominent.

Joel D. Montero
Chief Executive Officer

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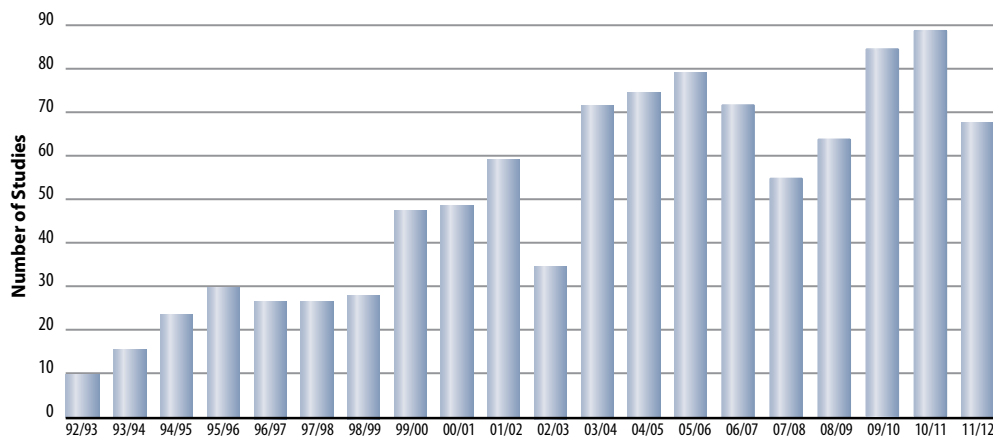
About FCMAT

FCMAT's primary mission is to assist California's local K-14 educational agencies to identify, prevent, and resolve financial and data management challenges. FCMAT provides fiscal and data management assistance, professional development training, product development and other related school business and data services. FCMAT's fiscal and management assistance services are used not just to help avert fiscal crisis, but to promote sound financial practices and efficient operations. FCMAT's data management services are used to help local educational agencies (LEAs) meet state reporting responsibilities, improve data quality, and share information.

FCMAT may be requested to provide fiscal crisis or management assistance by a school district, charter school, community college, county office of education, the state Superintendent of Public Instruction, or the Legislature.

When a request or assignment is received, FCMAT assembles a study team that works closely with the local education agency to define the scope of work, conduct on-site fieldwork and provide a written report with findings and recommendations to help resolve issues, overcome challenges and plan for the future.

Studies by Fiscal Year



FCMAT also develops and provides numerous publications, software tools, workshops and professional development opportunities to help local educational agencies operate more effectively and fulfill their fiscal oversight and data management responsibilities. The California School Information Services (CSIS) arm of FCMAT assists the California Department of Education with the implementation of the California Longitudinal Pupil Achievement Data System (CALPADS) and also maintains DataGate, the FCMAT/CSIS software LEAs use for CSIS services. FCMAT was created by Assembly Bill 1200 in 1992 to assist LEAs to meet and sustain their financial obligations. Assembly Bill 107 in 1997 charged FCMAT with responsibility for CSIS and its statewide data management work. Assembly Bill 1115 in 1999 codified CSIS' mission.

AB 1200 is also a statewide plan for county offices of education and school districts to work together locally to improve fiscal procedures and accountability standards. Assembly Bill 2756 (2004) provides specific responsibilities to FCMAT with regard to districts that have received emergency state loans.

In January 2006, SB 430 (charter schools) and AB 1366 (community colleges) became law and expanded FCMAT's services to those types of LEAs.

Since 1992, FCMAT has been engaged to perform more than 1,000 reviews for LEAs, including school districts, county offices of education, charter schools and community colleges. The Kern County Superintendent of Schools is the administrative agent for FCMAT. The team is led by Joel D. Montero, Chief Executive Officer, with funding derived through appropriations in the state budget and a modest fee schedule for charges to requesting agencies.

Introduction

Background

Located in Orange County, the Santa Ana Unified School District has a five-member governing board and is the seventh largest school district in California. The district serves approximately 57,499 K-12 students at numerous elementary, intermediate, comprehensive high, and alternative education schools, and has authorized five charter schools. According to data from the California Department of Education, student enrollment has remained relatively flat since 2006-07, and reached a peak of 63,610 students in 2002-03.

The district serves a high-needs population, and its Nutrition Services Department's eligibility reports indicate that free and reduced-price meal eligibility districtwide was 89% as of March 31, 2014, and ranged from 88% to 91% during the past 12 months. California Department of Education data indicates that free and reduced-price meal eligibility has been between 78-84% for the prior four years; however, this data includes the five charter schools, which are not part of the district's meal program.

In February 2014, the Santa Ana Unified School District and the Fiscal Crisis and Management Assistance Team (FCMAT) entered into an agreement for management assistance to review the operations of the district's Nutrition Services Department.

Study and Report Guidelines

FCMAT visited the district March 31 through April 3, 2014 to conduct interviews, visit food service facilities, collect data, and begin reviewing documents. District staff continued to provide requested documents following FCMAT's fieldwork. This report is the result of those activities and is divided into the following sections:

- Executive Summary
- Department Overview
- Participation Trends and Provision 2 Status
- Staffing and Meals Per Labor Hour
- State Audits and Use of Cafeteria Funds
- Personnel Activity Reports
- Budget
- Purchasing and Inventory
- Facilities
- Menus, Standardized Recipes, and Nutrient Analysis
- Offer versus Serve and Menu Production Records
- Competitive Food Sales
- Food Waste
- Staff Training
- Appendices

In writing its reports, FCMAT uses the Associated Press Stylebook, a comprehensive guide to usage and accepted style that emphasizes conciseness and clarity. In addition, this guide emphasizes plain language, discourages the use of jargon and capitalizes relatively few terms.

Study Team

The study team was composed of the following members:

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Executive Summary

The Nutrition Services Department has experienced many challenges in the past several years, and there has been a great deal of turnover in staff both at school sites and at the management level. Most of the management employees have been hired within the past two years. The new management team is energetic, with diverse talents, knowledge and employment backgrounds. The management team expressed a positive attitude, a desire to provide excellent service, and a commitment to their jobs.

Although there have been numerous changes in the department, it appears to be functioning well in many areas. However, the division of management responsibilities is not clear and has caused some confusion within the department and throughout the district. There is some uncertainty among staff regarding who to call with questions or problems about food service. The department needs to determine the responsibilities of each management position, develop a written list that includes each position and its assigned responsibilities, and distribute the list throughout the district. It may also be helpful to assign one contact person, such as a secretary or clerk in the nutrition services office, who can direct callers with specific questions to the proper management staff member.

Improved communication is needed among the Nutrition Services Department's management staff, between the department's management staff and school site nutrition services staff, and between nutrition services and district office staff. Improved communication is also needed between the food service and district office staff for functions such as purchasing, accounts payable, and inventory systems in order to function successfully and resolve issues quickly.

The management team has undertaken many complex projects and has created a department plan stating its goals. The goals are ambitious but need to be prioritized and delegated to appropriate staff for implementation. Job descriptions for food service positions, and board policies and administrative regulations pertaining to food service need to be reviewed; some need to be revised.

Approximately 89% of the district's students are eligible for free or reduced-price meals. The district received state approval for Provision 2 status districtwide beginning in 2013-14. Provision 2 is an alternative meal claiming procedure that allows all students in the district to receive meals at no cost, regardless of their eligibility. Most of the department's revenue comes from federal reimbursements, so student participation in the meal program is vital, especially from students who are eligible for free or reduced-price meals. Meal participation reports indicate that meal counts decreased during the first several months of the 2013-14 school year compared to 2012-13 but are gradually increasing; nutrition services staff indicated that this may be due to delayed implementation of Provision 2 in 2013-14. To increase student participation, the district needs to ensure that students and families know that all students may eat for free. New meal service options, such as breakfast in the classroom, nutrition breaks, and two lunch periods at secondary schools also need to be explored. Plans to increase entrée choices at elementary schools should also be implemented, and the district should consider reintroducing salad bars at the high schools.

Based on the study team's experience, meals per labor hour (MPLH) in schools are generally about 30. Most of the district's elementary school sites exceed this standard, but only two of the intermediate and high schools are at or above 30. This should continue to be monitored and analyzed as the district strives for efficiency in the food service program. To provide a more accurate analysis, the department's MPLH calculation for the elementary schools needs to include central kitchen labor hours.

The 2012 Coordinated Review Effort (CRE) conducted by the California Department of Education (CDE) found that the cafeteria fund's net cash resources were out of compliance because they exceeded three months' average expenditures. The district prepared a five-year spending plan, which was approved by the CDE. The plan needs to be fully implemented according to the annual schedule, and the department needs to continue to monitor the cafeteria fund to avoid excess balances in the future. The plan also needs to be reviewed with all food service staff.

In January 2012, the CDE conducted a fiscal review of the district's cafeteria fund and found the district to be out of compliance in documenting costs charged to the cafeteria fund for staff paid from multiple funds. Interviews indicated that personnel activity reports (PARs) are now being completed for all multi-funded activity supervisors. However, PARs were not provided for account technician and a senior buyer positions the funding for which has been split between the cafeteria and general funds. The district needs to ensure that all multi-funded positions are documented by PARs as required by the CDE and federal regulations. The district also needs to closely monitor general administrative costs and indirect costs charged to the cafeteria fund to ensure that they meet state and federal requirements.

The 2012-13 unaudited actuals report includes a cafeteria fund balance of \$20.3 million that, coupled with the April 1, 2014 income statement, indicates that the department is financially sound. However, it is important to closely monitor finances because they can change quickly. The 2013-14 cafeteria fund budget projects an operating deficit of approximately \$5.3 million. Although some of the deficit may be attributed to partial implementation of the five-year spending plan, the budget needs to be analyzed and closely monitored throughout the year to ensure that an unplanned deficit does not occur.

Education Code Section 38083 allows districts to purchase perishable foodstuffs and seasonal commodities needed to operate cafeterias in accordance with the rules and regulations adopted by the governing board, as long as they do not conflict with Education Code provisions. However, to obtain the best possible price and service, districts often find it advantageous to request bids or obtain quotes for these items. The district should continue with its plans to solicit bids or issue requests for quotes.

FCMAT observed several district food service facilities and found that some are small for the quantity of meals served, some of the kitchen equipment is old and has exceeded its expected lifecycle, several of the structures have visible maintenance and repair needs, and there are some code violations. The district needs to immediately inspect all kitchens and make a list of needed repairs. The list needs to be prioritized, and all top priority items need to be completed in summer 2014. In addition, kitchen storage areas need to be restricted to food service items only so that staff may properly perform their duties.

The Nutrition Services Department has done a good job of incorporating new federal school nutrition requirements into its menus, but has had to make some unpopular changes to comply and pass the certification process. Some food service staff members may not understand or accept the limitations associated with the new regulations, and school site staff indicated they would like more choices to help increase student participation. This issue should be discussed at the monthly meetings with field and site supervisors so that a consensus can be reached regarding which products can be chosen while maintaining inventory controls and compliance with regulations.

The department is required to have a recipe for each menu item, and to have it available at each school site. However, the department has few recipes, and those it has are not in a standard

institutional format and are difficult to read. Food service menus are required to be analyzed on a state-sanctioned nutritional analysis software program to ensure that they meet required standards. However, the reports generated from the district's program are tedious and hard to follow, and staff reported that the program is difficult to use. The district needs to consider using a software program that integrates all phases of menu planning, recipes, production records, and nutrient analysis. The program should be efficient, easy to use, and provide reports that are easy to understand.

Strict federal and state regulations govern competitive food sales in school districts. However, the FCMAT study team observed that the parent-teacher organization at one elementary school was selling food to parents and students during lunchtime. The district needs to ensure that all groups that sell foods and beverages on a school campus follow laws, regulations and policies regarding competitive food sales. Training should also be provided to school administrators and food service staff regarding competitive food sale regulations.

The district has placed a high priority on training food service staff and has designated a field supervisor whose chief responsibilities include developing and implementing training programs. Training manuals that include all aspects of food service and safety requirements have been developed for all Nutrition Services Department employees. The district should continue its plans to provide a training program for all food services employees. In addition, food service staff need more training in several areas, including Oracle software for ordering and inventory functions; completing menu production records; competitive food sale regulations; analysis of data provided by the Meals Plus point of sale system; and, for site supervisors, Healthy, Hunger-Free Kids Act regulations.

Findings and Recommendations

Department Overview

The Nutrition Services Department has experienced many challenges in the past several years. The department has approximately 350 employees, and there has been a great deal of turnover in staff both at school sites and at the management level in recent years. The current director of nutrition services is the third since 2007 and has been in the position for less than two years. Most of the management team, which includes two assistant directors, two operations managers, a manager of accounting, nutrition manager, nutrition specialist, three central kitchen production supervisors, a warehouse supervisor and five field supervisors have been hired within the past two years. Many of those positions are newly created, including:

- one assistant director
- one operations manager
- one production supervisor
- three field supervisors
- one manager of accounting
- one nutrition manager
- one nutrition specialist
- one warehouse supervisor

Four of the management staff members are registered dietitians. The February 2014 organizational chart also includes a new marketing coordinator position to help promote the meal program to students and families; this position has not yet been filled.

Interviews indicated there was previously not enough management and supervisory staff to properly oversee the department functions, so it was necessary to increase positions as noted above. A staffing review was not part of FCMAT's scope of work. However, the division of management responsibilities is not documented in writing and has caused some confusion within the department and throughout the district. The additions to the management team within such a short time frame may have resulted in a structure that is still evolving.

Numerous interviews with staff members revealed uncertainty regarding who to call with questions or problems about food service. Interviews also revealed concerns regarding the lack of complete and timely communication among the Nutrition Services Department's management staff, between the department's management staff and site nutrition services staff, and between nutrition services and district office staff. Although nutrition services supervisors conduct monthly meetings with site food service staff, interviews indicated that site staff feel management does not always hear their concerns and that they receive different answers to the same question. This creates frustration and can reduce morale.

Several staff members indicated that it would be helpful to have one contact person, such as a secretary or clerk in the nutrition services office who could direct them to the proper management staff member for specific questions, and when an immediate site concern arises if the field supervisor isn't available.

The management team has undertaken many complex projects since joining the district, including working to fix a dysfunctional inventory and order system, implementing major changes in federal and state food requirements for the school meal program, hosting food fairs to obtain students' input on menu choices, filling numerous employee vacancies in the department, and developing a comprehensive employee training program. The team has also created an all-encompassing department plan stating its goals, titled *The Plan to Win*. The goals are ambitious; however, it is important that the big picture goals are prioritized for implementation and do not overshadow the more pressing and immediate issues that site staff may have. It is vital that staff feel they are heard and receive an appropriate, timely response to concerns. It is also important that new managers spend time getting to know site staff and understand their concerns.

The new management team is energetic, with diverse talents, knowledge and employment backgrounds. Some members have previous school food service experience and some do not, which can create a learning curve, but they bring other types of work experiences to their positions. The management team expressed a positive attitude, a desire to provide great service, and a commitment to their jobs.

Most of the district's job descriptions for food service positions have not been updated in several years. The majority of the descriptions provided to the study team were approved by the governing board in 2001; however, several did not include an approval date. Some of the duties have changed based on new menus and the use of more convenience foods. For example, there are job descriptions for baker and senior baker positions, but the Nutrition Services Department no longer bakes items at the central kitchen. In addition the food service worker I, food service worker II, and food service lead job descriptions have been revised by strikethroughs and typed insertions, but they do not appear to have board approval dates for the revisions.

Several board policies and administrative regulations pertaining to food service are outdated. For example, the most recent item is Administrative Regulation 5030, Student Wellness, which was approved in September 2007. The other policies and regulations were adopted prior to that time; the oldest, Administrative Regulation 3551, Food Service Operations/Cafeteria Fund, was approved in August 1998. There have been many changes to federal and state laws and regulations and to the district's food service program operations and procedures since these policies and regulations were adopted.

Recommendations

The district should:

1. Determine the responsibilities of each Nutrition Services Department management position, and try not to overlap responsibilities when possible.
2. Develop a simple written list of Nutrition Services Department management positions with responsibilities for each, and distribute the list throughout the district so that staff members know who to call for specific questions and concerns.
3. Assign a contact person at the nutrition services office, such as a secretary or clerk, who can direct questions and immediate site concerns to the appropriate management staff member.
4. Prioritize goals and projects, and delegate them to appropriate staff for implementation.

5. Ensure that accurate, complete and timely communication is a high priority.
6. Ensure that staff meetings include time for site staff to discuss their concerns and that they can participate in decisions that affect their sites, when appropriate.
7. Review job descriptions for food service positions, and work with the employee bargaining unit to revise them as necessary.
8. Review board policies and administrative regulations pertaining to food service, and revise them as necessary.

Participation Trends and Provision 2 Status

The district has a large percentage of students who are eligible for free and reduced-price meals. Per the Nutrition Services Department's reports, the districtwide eligibility was 89% as of March 31, 2014. It was at 91% in October 2013 after an intensive promotion of the program leading up to the district's plan to apply for provisional status districtwide.

The district received Provision 2 approval districtwide beginning in 2013-14. Provision 2 is an alternative meal claiming procedure that allows all students in the district to receive meals at no cost, regardless of their eligibility. Therefore, a higher level of student participation could be expected. The base year of the program is 2013-14, so eligibility is collected in the usual manner and student meal counts are obtained and reported by eligibility type.

Overview of Provision 2

- This provision reduces application burdens and simplifies meal counting and claiming procedures. It allows schools to establish claiming percentages and to serve all meals at no charge for a four-year period.
- Schools must serve meals to all participating children at no charge for a period of up to four years. During the first year, or base year, the school makes eligibility determinations as usual and takes meal counts by eligibility type. During the next three years, the school makes no new eligibility determinations and counts only the total number of reimbursable meals served each day. Reimbursement during these years is determined by applying the percentages of free, reduced-price and paid meals served during the corresponding month of the base year to the total meal count for the claiming month. The base year is included as part of the four years.
- At the end of each four-year period, the state agency may approve four-year extensions if the income level of the school's population remains stable.

More details about the School Nutrition Provision Program options may be found on the California Department of Education (CDE) website at <http://www.cde.ca.gov/ls/nu/sn/provisions.asp>.

Schools electing this alternative must pay the difference between federal reimbursement and the cost of providing all meals at no charge. The money to pay for this difference must be from sources other than federal funds.

The district's counting and claiming written procedures still reflect processes prior to the districtwide implementation of Provision 2 status and include paid meal prices, application and verification procedures. They need to be updated to reflect current practices.

For all meals served to students, the district receives both federal and state reimbursements. The 2013-14 federal reimbursement rates for lunch are \$2.95 for each free meal and \$2.55 for reduced. Breakfast rates are \$1.89 for free and \$1.59 for reduced. State subsidies for free and reduced-price breakfasts and lunches are \$0.22 per meal. Paid meals only receive federal reimbursements of \$0.30 for lunch and \$0.28 for breakfast. As a result of the new meal regulations and related certification, the district also receives an additional \$0.06 for all lunches served (free, reduced and paid). The new menu regulations and certification are discussed in another section of this report.

Most of the department's revenue comes from federal reimbursements, so student participation in the meal program is vital, especially from the free and reduced population. According to district

meal participation reports comparing the number of meals served from August through January 2012-13 and 2013-14, lunch counts dropped during the first several months of the current year but are gradually increasing. Daily lunch participation reports indicate that districtwide averages from August through March of 2013-14 were 75% of average daily attendance. February and March 2014 numbers average 80%.

A comparison of grade levels on the department's Meal Participation % based on Average Daily Attendance reports indicates that elementary lunch participation is much higher than districtwide participation, with average lunch participation from August through February of 86% for elementary schools. Intermediate schools and high schools are considerably lower with 67% and 63% respectively. However, this is typical of other districts because elementary students generally participate in the food service program at higher rates than older students.

Breakfast participation from August through February 2013-14 is significantly lower than lunch, averaging 28% districtwide. Elementary levels are even less, averaging 18.6%. Low participation rates are not uncommon when breakfast is served before school. Typically, students either aren't hungry early in the morning or they do not get to school early enough to participate. Many districts serve breakfast at a mid-morning nutrition break, sometimes instead of before school and sometimes in addition to it. According to the Nutrition Services Department management staff, a mid-morning nutrition break had been offered at some intermediate and high school sites but was discontinued. Interviews further indicated that there are plans to reinstitute nutrition breaks. This would help increase participation greatly because mid-morning is an ideal time for breakfast for this age group as many of them are not ready to eat in the early morning. Department reports indicate that the intermediate schools have the best participation rates at breakfast; however, current year trends indicate that meal counts were lower for several months in 2013-14 compared to the same months in 2012-13.

The district is considering serving breakfast in the classroom at elementary schools. The program has been successful in many districts. It adds to the students' nutritional well-being and has been shown to be an asset in attentiveness and behavior in the classroom. The implementation of this program would greatly increase the number of breakfasts served, and could possibly increase participation rates to 90% or more. There are various ways of implementing this program. The method most likely to capture maximum participation is to deliver meals to the classroom for students to take as they enter their class. Teachers then record each student who took a meal as they take attendance. With this method, menu items should be simple, prepackaged and easy to eat; for example, breakfast burritos or sandwiches, cereal bars, bagels, or muffins. Trash and leftovers can be set outside the classroom for food services staff or custodians to pick up so there is no food left in the classrooms. Another method of implementation is for each student to pick up a meal from the cafeteria and take it to their classroom for consumption. However, similar to traditional cafeteria breakfast service, students still must get to school early enough to go to the cafeteria before class starts. Therefore, student participation with this method will likely not be as great as compared to having meals delivered to the classroom. Collaboration among nutrition services staff, teachers and administrators is necessary to ensure that the program is successful.

As discussed previously, 2013-14 districtwide average lunch participation was 75% as of March 2014. Serving 75% of students at lunch is commendable. However, based on free and reduced-price eligibility of 89% and the Provision 2 status, a higher level of participation could be expected.

Several factors could be affecting district meal participation. For example, all students and families may not be aware of the new provision allowing all students to eat for free. The district should make ongoing efforts to communicate this fact to families.

Long lines may also discourage students from participating. Because this is the base year of the Provision 2 process, the district still needs to collect individual student participation data by using the point of sale computers. In the following years meal counts may be taken on total student counts, rather than requiring students to input their identification numbers to indicate free, reduced or paid eligibility. An alternate counting method such as a hand-held clicker or tray counts could be considered for implementation at elementary schools. However, at intermediate and high schools this would be more difficult to monitor due to the need for multiple lines and the possibility for a student to receive more than one meal. An alternate method for these sites would be to have two pin pads attached to each point of sale computer. Because money does not need to be exchanged or eligibility checked, one staff member could oversee two pin pads. Alternate methods such as these could speed up lines and may encourage more students to participate, particularly at the secondary levels.

In addition, some of the district's secondary schools have only one lunch period. Because of the large number of students, serving lines are long, which may discourage maximum participation and not provide enough time for students to eat. Implementing two lunch periods at these sites could help to alleviate this issue. Such a change would require collaboration with school site, district and nutrition services staff.

Another important factor in meal participation is the food being offered. As discussed later in this report, federal nutritional regulations have become much stricter during the past two years, changing the types of foods schools are allowed to serve. This can greatly impact student attitudes toward the program. The district is addressing this issue by conducting food fairs to ascertain student preferences and adjusting menus accordingly. However, at secondary levels particularly, no matter what the district does to improve services, oftentimes students do not want to participate in the food service program because it is not the popular thing to do or they would rather spend time socializing.

Recommendations

The district should:

1. Revise written procedures regarding counting and claiming, application processing and meal pricing to reflect Provision 2 procedures.
2. Explore new meal service options, such as breakfast in the classroom, nutrition breaks, and two lunch periods at secondary schools to increase participation.
3. Ensure that all students and families are aware of the new provision that allows all students to eat for free, regardless of eligibility.
4. Following the Provision 2 base year, consider alternate methods of obtaining student meal counts, to speed up serving lines.
5. Continue to obtain student input and make menu improvements accordingly. This should be done by grade level because students may have different opinions and requests.

Staffing and Meals Per Labor Hour

According to district site staffing lists, the Nutrition Services Department has approximately 280 food service workers and site supervisors assigned to school site kitchens. The central kitchen has approximately 30 food service workers, cooks, and bakers and five delivery drivers all tasked with food preparation and delivery to elementary sites. Additional employees include the management staff, central kitchen custodians, equipment mechanic, storekeepers, network technician, personnel technicians, secretarial and clerical staff.

The department has worked to fill many staff vacancies in recent years. This adds challenges to the program, with numerous staff members and substitutes who are not experienced employees.

According to reimbursable meal claims, daily average meal totals are approximately 40,000-41,000 lunches and 12,000 breakfasts. The district also serves reimbursable snacks at several elementary sites, and intermediate and high school sites offer some a la carte menu items for sale. A typical manner of analyzing staff efficiency in the food industry is to study the number of meals per labor hour (MPLH). Meals are given an equivalency based on the difficulty of service. There are many ways to assign equivalency factors, but the most important aspect is to use a consistent method so trends can be observed and site comparisons can be made. The Nutrition Services Department analyzes its meals in such a manner.

The meal equivalent factors used in Santa Ana are as follows: A lunch counts as one meal equivalent, breakfast as .66, elementary snacks as .33, and a la carte sales are based on a dollar factor. The a la carte factor used is equal to the free lunch reimbursement (\$3.01) plus the commodity food value per meal (\$0.2029) for a total equivalent factor of \$3.2129.

The total numbers of meals and snacks are multiplied by their appropriate factors and the total a la carte dollar sales are divided by the a la carte factor to determine total meal equivalents. The meal equivalents are then divided by the total number of staff hours to determine meals per labor hour. Typically this analysis is done for each site so comparisons can be made in the number of labor hours assigned to each site. The department is completing this analysis.

The department provided an example of its MPLH analysis to the study team. Because the Nutrition Services Department is not experiencing financial concerns at this time and excessive labor hours is not a focus of this review, the study team did not prepare a separate analysis of MPLH but rather reviewed the department's report.

The study team found the following discrepancies in the department's MPLH report. The report included snack counts from January and February 2014, a la carte sales from December 2013, and breakfast and lunch counts from November and December 2013. To help ensure accuracy, all meal counts should be for the same time frame.

The analysis for the elementary schools was incomplete. Elementary meals are prepared in the central kitchen and delivered to sites by central kitchen delivery drivers. This is a significant portion of the labor required to produce these meals; however, central kitchen labor hours were not included in the MPLH analysis.

According to the food service staff schedule list, 35 employees are identified as food service workers, cooks, bakers and delivery drivers working in the central kitchen, accounting for a total of 275.44 budgeted labor hours. Per the department's MPLH analysis there are 37 elementary sites, including the child development center served by the central kitchen. A simple method of allocating the central kitchen labor hours to the elementary schools is to divide the total 275.44 hours by 37, adding 7.44 hours to each elementary site labor hour total. This is the easiest

method of assigning central kitchen hours; however, if the department wanted to use a more equitable method, it could assign each site a percentage of the hours based on the number of meals produced for each site.

Accounting for the central kitchen labor hours makes a substantial difference in the number of MPLH for each site and is a more accurate reflection of the amount of labor it takes to produce meals for elementary school sites. Department staff indicated that only site hours are used so staffing at various schools can be compared. However, this would still be possible if the central kitchen hours were included, and the document would be a more accurate reflection of district labor efficiency.

For comparison purposes the study team inserted the central kitchen labor hours into the department's MPLH worksheet for elementary sites to compare outcomes (see Appendix A). These changes are shown on the worksheet in three columns titled CK Hours, Change in Hours, and New MPLH (all shown in red text). The department's report reflects an average elementary MPLH of 70. Adding 275.44 central kitchen hours changes the average to 41. In addition, the department's report does not include a MPLH goal for elementary schools.

The department's MPLH analysis for intermediate schools show an average of 26, and the department identifies its goal as 30-35 MPLH. The high school sites average 20 MPLH with a goal of 21-25. It is generally more difficult to entice student participation at secondary sites, and due to shorter lunch periods than elementary schools, they require more staff. Secondary sites also often rely on a la carte sales to help increase meal equivalents. Stricter nutritional regulations on snack foods have made it difficult to find foods the students like; thus sales often decline. However, MPLH goals for high schools should be higher than the department's goal of 21-25. Realistic, high targets should be set so that sites strive for improvement. Without higher aspirations, complacency can overshadow efficiency and improvements to service.

Based on the study team's experience, MPLH in schools are generally about 30. Most of the elementary school sites exceed this standard, even after adding the central kitchen labor hours. However, only two of the district's intermediate and high schools are at or above 30 MPLH, which indicates a high number of labor hours. If the department were to experience financial issues, such as ongoing deficit spending, this would be a serious concern because salaries and employee benefits are such a large part of department expenses.

Although it may be difficult to reduce staff based on the number of meals served in the district and the long serving lines, particularly at sites with only one lunch period, it is something the district should continue to be aware of and to analyze as it strives for efficiency in all aspects of the food service program. The department has had many open positions at times, which often have been difficult to fill. However, this can provide an opportunity to periodically review procedures and find ways to complete tasks more efficiently. A good example is with the point of sale procedures. The current staffing at most elementary sites uses two people per line to operate the point of sale computers. Intermediate and high schools have multiple lines with two staff members at each line. Alternate methods of counting student meals, as discussed previously, could help reduce the number of staff needed at the end of the lines. These methods could also help speed up lines and attract more students.

Reducing the number of staff members assigned to counting students at the end of each serving line could also allow the department to reassign staff to duties that may be more beneficial and attractive to students, such as more scratch cooking and salad or food bars.

Another important factor in the MPLH analysis is the number of meals served. If the district can find ways to increase meal counts without increasing labor, the MPLH would naturally improve. For example, as discussed previously, serving breakfast in the classroom at elementary school sites, adding a nutrition break and establishing two lunch periods at the secondary schools could increase meal counts tremendously. Continued efforts to find, market, and serve foods the students prefer should also increase the number of meals served.

Recommendations

The district should:

1. Use data from the same time frame for all meal counts when preparing a MPLH analysis.
2. Include central kitchen labor hours in the elementary site MPLH totals for a more accurate reflection of labor.
3. Determine appropriate MPLH goals for each grade level: elementary, intermediate and high school. Share these goals and results with site staff so they can see how they compare to other schools and strive for improvement.
4. Regularly assess labor use and look for ways to be more efficient to properly manage expenses.
5. Following the Provision 2 base year, consider alternate student counting methods so that staff assigned to operate point of sale computers may be reassigned to more beneficial and productive duties.
6. Continue to look for ways to increase meal counts and student participation, without increasing labor.

State Audits and Use of Cafeteria Funds

In January 2012, the California Department of Education's Audits and Investigations Division conducted a fiscal review of the district's cafeteria fund for 2008-09, 2009-10 and 2010-11. As a result of this review, the district was found to be out of compliance in documenting costs charged to the cafeteria fund for staff paid from multiple funds. The disallowed salaries and benefits totaled \$2,398,716. The district was ordered to transfer \$499,667.51 per year, which includes principal and interest, from its general fund to repay the cafeteria fund over a five-year period beginning in June 2013.

The district was also found to be out of compliance for charging bad debt from uncollected meal charges in the amount of \$101,823 to the cafeteria fund. Bad debt is not allowed to be paid for from federal revenues. The general fund was required to reimburse the cafeteria fund for the uncollected meal charges, and the district was required to write a policy for handling this type of bad debt in the future. The district complied with both requirements. This should no longer be an issue with Provision 2 status because all students now eat for free.

As a result of another review from CDE's Nutrition Services Division, the Coordinated Review Effort (CRE) conducted for the month of January 2012, the district's net cash resources were found to be out of compliance. Title 7 Code of Federal Regulations Section 210.19 requires that net cash resources for the cafeteria fund not exceed three months' average expenditures. The CRE report indicated that the fund's net cash resources exceeded three months' average expenditures by \$15,894,921 and stated that the district needed to develop and submit a written spending plan to reduce the cafeteria fund to an allowable level. However, the total listed on the CRE report also included the allowable three months' expenditures. In discussions between the district and CDE about this issue, it was agreed that the total minimum excess that needed to be spent was \$8,376,000. The district prepared a five-year spending plan totaling \$8,647,455, which was initially approved by CDE's Nutrition Services Division as part of the CRE corrective action plan in August 2012.

One item on the initial cafeteria fund spending plan was to replace the central kitchen roof, for a total of \$225,000. The district was notified by CDE in October 2012 that the central kitchen roof was not an allowable expenditure, and that the district's proposed spending plan had been approved prematurely. In January 2013 CDE sent a letter to the district that stated the CDE had been informed that \$300,978 had been spent from the cafeteria fund for the central kitchen roof and required the district to transfer the funds back to the cafeteria fund by February 15, 2013.

A revised spending plan dated January 2013 totaling \$8,376,000, which omitted the roof and a few other items, was submitted to the CDE and approved but has not yet been fully implemented.

The cafeteria fund should be more in line with regulatory requirements in the future once it fully implements the five-year spending plan and due to higher food costs expected from the new menu program. As the department strives to improve services and food quality, it may need to spend additional funds for food and equipment to help achieve its goals.

There have been many regulatory changes regarding cafeteria fund use, and financial scrutiny of the fund is now a part of the routine child nutrition program reviews conducted by the CDE. The CDE website has many resources with information about cafeteria fund use. A comprehensive management bulletin titled Cafeteria Funds – Allowable Uses was sent to districts in spring 2013. It is bulletin number NSD-SNP-07-2013 and can be found at <http://www.cde.ca.gov/ls/nu/sn/mbnsdsnp072013.asp>.

Recommendations

The district should:

1. Ensure that appropriate staff members have current information on the regulations for cafeteria fund use and follow them so it can avoid future fiscal actions by the CDE.
2. Fully implement the five-year spending plan according to the annual schedule.
3. Continue to monitor the cafeteria fund budget and plan for sufficient allowable expenditures to avoid excess fund issues in the future.

Personnel Activity Reports

Due to the CDE audit findings and resulting repayments to the cafeteria fund, the district had to change its timekeeping documentation procedures for multi-funded employees. Most of the salaries and benefits referenced in the findings were for activity supervisors that work in the cafeterias at meal times. However, there was also a finding regarding salaries and benefits charged to the cafeteria fund in the 2010-11 fiscal year for custodial, security, warehouse, maintenance, and groundskeeper employees. Allocation of these salaries and benefits was based on classroom units instead of documentation of actual time worked on food service and non-food service activities, which is not allowed for the cafeteria fund.

Personnel activity reports (PARs) are detailed documents that support the salary and benefit distribution of employees that work on multiple activities or cost objectives by identifying the employee's daily activity by hours or percentage of time spent in each program. The federal requirements for PARs (Code of Federal Regulations [CFR], Title 2, Part 225, Appendix B) state that the documentation must:

- Reflect an after-the-fact distribution of the actual activity of each employee
- Account for the total activity for which each employee is compensated
- Be prepared at least monthly and must coincide with one or more pay periods
- Be signed by the employee
- Not be budget estimates or distribution percentages determined before the services were performed

The United States Department of Education (USDE) has approved two substitute systems for time accounting that may take the place of monthly PARs for eligible employees. These substitute systems are designed to simplify recordkeeping. The Substitute System Based on Sampling Method was approved for California school districts in 1998. This method still requires PARs; however, they are required less frequently. If a district chooses to use the sampling method, all multi-funded employees who would be required to complete PARs must participate in the system.

The newer method, Substitute System Based on Employee's Predetermined Schedule, was approved by the USDE in September 2012. This method requires approval from the CDE and allows districts to use alternative documentation, such as a course schedule, instead of PARs to document an employee's time if they work on a predetermined or fixed schedule. This method permits an employee to complete a semiannual certification.

More details about these alternate methods may be found in the California School Accounting Manual (CSAM), 2013 edition. A letter describing the predetermined schedule method was also provided by CDE in April 2013 and may be found at <http://www.cde.ca.gov/fg/ac/co/index.asp>.

As stated previously, the district has begun repaying the cafeteria fund for all undocumented salaries. Interviews indicated that PARs are now being completed for all multi-funded activity supervisors.

The cafeteria fund pays for central kitchen custodians, an equipment mechanic, data technician, and warehouse staff. Staff indicated that these employees' activities are 100% food service. CSAM Procedure 905, Documenting Salaries and Wages, states that employees who work solely on a

single federal award or cost objective only need to complete a periodic certification at least semi-annually, pursuant to OMB Circular A-87, Attachment B, Section 8 (h)(3).

Staff indicated that the salaries and benefits for site custodians, mechanics, groundskeepers, and security are no longer charged to the cafeteria fund. Staff further indicated that an account technician and a senior buyer have been split funded between the cafeteria and general funds. However, PARs were not provided to the study team for these positions. Staff also indicated that beginning May 2014 the senior buyer position will be fully funded by the general fund and then charged back to the cafeteria fund for time spent on food service activities. As indicated above and in the CSAM, employees who work on multiple activities or cost objectives of which at least one is federal must complete a PAR.

CSAM Procedure 915, Indirect Cost Rate, states, "Where a program authorizes charges for administrative costs on a basis other than the indirect cost rate, the costs should not be transferred as indirect cost. They should either be charged directly to the program or transferred to the program as direct costs." The cafeteria fund budget for 2013-14 and unaudited actuals for 2012-13 and 2011-12 include the transfer of indirect costs from the cafeteria fund to the general fund. Therefore, general administrative costs and indirect costs charged to the cafeteria fund should be closely monitored to ensure they meet state and federal requirements.

Recommendations

The district should:

1. Ensure that all salaries and benefits charged to the cafeteria fund are allowable.
2. Ensure that all multi-funded positions are documented by PARs as required by the CDE and federal regulations.
3. If a substitute time accounting method is selected for use, ensure that the method is approved by the CDE as necessary and that federal regulations and procedures described in the CSAM are followed.
4. Closely monitor general administrative costs and indirect costs charged to the cafeteria fund to ensure they meet state and federal requirements.

Budget

The 2012-13 unaudited actuals report includes a cafeteria fund balance of \$20.3 million, indicating that the department is financially sound. The Nutrition Services Department's income statement dated April 1, 2014, which compares the current and prior four fiscal years' revenues and expenditures, shows that each of the prior four years has an excess of revenues over expenditures. This represents an annual increase to the cafeteria fund balance. However, it is important to be vigilant and closely monitor finances because they can change quickly.

Based on the team's experience, food and labor costs should each be approximately 40-45% of revenue. An analysis of the district's 2012-13 unaudited actuals report indicates that labor was 45% of revenue, and food and supply costs were 44%. These are both within expected standards, and this leaves approximately 11% for other expenditures such as services, utilities, indirect costs, and capital outlay. The 2012-13 excess of revenues over expenditures, prior to the interfund transfer from the general fund based on the settlement agreement with the CDE, was \$878,451.

The 2013-14 adoption budget included a \$6 million increase to revenue compared to 2012-13. Labor was budgeted at 42% and food and supply costs were budgeted at 24%. The stated excess of revenues over expenditures was \$9,281,668. Much of the projected revenue increase appears to be due to the department's anticipation of increased participation based on the districtwide implementation of Provision 2, whereby meals are offered at no cost to all students. However, participation has not increased. As of March 2014 reimbursable meal counts have declined compared to 2012-13 and a la carte sales are also below projections. At the time of FCMAT's fieldwork, the department had reduced its 2013-14 projected revenue budget and increased its expense budget. The following table provides a summary of the 2012-13 actuals, the 2013-14 adoption budget and the current budget as of April 2014.

Cafeteria Fund Budget Comparison

Description	Unaudited Actuals 2012-13	% of Revenue	Adoption Budget 2013-14	% of Revenue	Current Budget April 1, 2014	% of Revenue
Total Revenues	\$30,350,077		\$36,039,771		\$28,543,480	
Salaries and Benefits	\$13,761,799	45%	\$15,096,919	42%	\$15,910,325	56%
Food and Supplies	\$13,353,908	44%	\$8,660,000	24%	\$15,291,422	54%
Services and Other Operating Expenses	\$1,137,569		\$977,000		\$1,222,000	
Capital Outlay	\$279,975		\$1,040,000		\$690,000	
Other Outgo and Indirect Costs	\$938,375		\$984,184		\$1,287,223	
Total Expenditures	\$29,471,626		\$26,758,103		\$34,400,970	
Excess (Deficiency) of Revenues	\$878,451		\$9,281,668		(\$5,857,490)	
Other Financing Sources/Uses	\$499,668		\$499,668		\$499,668	
Net Increase (Decrease) in Fund Balance	\$1,378,119		\$9,781,336		(\$5,357,822)	
Beginning Fund Balance	\$18,993,033		\$20,371,152		\$20,371,152	
Projected Ending Fund Balance	\$20,371,152		\$30,152,488		\$15,013,330	

A review of the income statement, which includes current year-to-date activity as of February 2014, also revealed some concerns. The report indicates that as of February, current year revenue collections are considerably less, \$4.3 to \$5.5 million, than in each of the four prior fiscal years.

Food and supply costs for 2013-14 were originally budgeted at 24% of revenue; this is approximately 16-21% less than expected standards. Although information was not provided indicating why the department originally projected such a low budget for food and supplies, at the time of FCMAT's fieldwork, the budget had been increased. However, the income statement indicates that current year-to-date expenditures exceed prior year by approximately \$1.3 million, even though student participation has decreased. Due to the new federal food regulations, many districts are experiencing an increase in food costs. In addition, manufacturers and vendors may have mid-year price increases that could also increase costs. These increases to food costs could make the items too expensive to use in the school meal program or may require mid-year price increases to a la carte items.

The income statement also shows that year-to-date labor costs exceed prior year by approximately \$900,000. However, several vacant positions have been filled and new management positions have been added that account for much of the increase in labor costs.

The current 2013-14 budget projects an operating deficit of approximately \$5.3 million. Although some of the deficit may be attributed to partial implementation of the five-year spending plan discussed earlier in this report, the budget needs to be analyzed and closely monitored throughout the year to ensure that an unplanned deficit does not occur.

The 2012-13 unaudited actuals report for the cafeteria fund includes an ending balance of \$20,371,152. This is an increase of approximately \$4.4 million from the time of the 2012 CRE, which found that the district had net cash resources that exceeded federal regulations. Application of the three-month expenditure standard to the 2012-13 unaudited actuals indicates that the district's net cash resources should not exceed \$7,367,906. Net cash resources should be closely monitored throughout the year to ensure they do not exceed federal regulations.

Several interviews with staff indicated that the Nutrition Services Department has many needs that have not been addressed, many of which are discussed in the Facilities section of this report, and that they have been told this is because of a lack of funds.

Recommendations

The district should:

1. Ensure that the adoption budget for future years includes realistic revenue and expenditure projections.
2. Review all current year revenues and expenses to determine the reason for the large variations over prior years, and make revisions as necessary.
3. Review current invoices to determine if vendors have made large mid-year price increases. If pricing is too high, look for alternative, less expensive items if possible and/or consider increasing prices for a la carte items.
4. Analyze and closely monitor the budget throughout the year to ensure that an unplanned deficit does not occur.
5. Closely monitor net cash resources throughout the year to ensure they do not exceed federal regulations.
6. Immediately review the five-year spending plan with all food service staff and inform them of the timeline for implementation.

Purchasing and Inventory

Purchasing

Government Code, Education Code, Public Contract Code and the California Code of Regulations provide parameters within which the district must conduct its purchasing practices. In addition, district policies, regulations, procedures and guidelines should serve as additional controls designed to protect assets while meeting the various procurement needs of the Nutrition Services Department.

Purchasing is an extremely important function in a food service operation. Goals of purchasing should be to acquire the best price for needed items and to utilize vendors that provide quality service. The best way to accomplish these goals is through implementation of best practices and procedures for bids and quotes. Some districts have found it advantageous to form food service purchasing cooperatives with other districts to increase purchasing power and decrease the administrative burden of duplicated paperwork. However, in some cases the use of a cooperative may not be advisable because of the large geographical distances between participating districts. If the distances are too great, it could increase the cost of transportation for the vendor and thus increase the bid price. Large districts such as Santa Ana may obtain better prices and service by going out to bid on their own.

Education Code Section 38083 allows districts to purchase perishable foodstuffs and seasonal commodities needed to operate cafeterias in accordance with the rules and regulations adopted by the governing board, notwithstanding any provisions of the Education Code in conflict with such rules and regulations. The district's Administrative Regulation 3311, Bids, states, "Perishable commodities such as foodstuffs may be purchased through bid or on the open market, depending on District preference." Although the Education Code and district regulations allow for these items to be purchased without a bid, to obtain the best possible price and service, districts often find it advantageous to let a bid or obtain quotes.

In 2010 Vavrinek, Trine, Day & Co., LLP (VTD) completed a review of the Nutrition Services Department. VTD reported that the department needed to improve its procurement procedures and that necessary bid documentation was not available.

Interviews with staff indicated that the department participated in purchasing cooperatives and started piggybacking on the bids of other districts in 2011-12, and continued that practice in 2012-13, except for commodity purchases, which were done directly through the district. Piggybacking is authorized in Public Contract Code Section 20118 and allows school districts to make purchases using the bid awarded by another public agency or corporation if the board determines it is in the district's best interest. In 2013-14 the district completed its own bid, in conjunction with the Fontana Unified School District, for bread and dairy purchases, and continued to partner with the Santa Clarita Valley School Food Services Agency for purchases of frozen items. The purchasing department has a standard bid package and plans to go out to bid for 2014-15 food service items once the specifications are provided by the Nutrition Services Department.

The department uses the electronic requisition process in the Oracle software system to route purchasing requests from the central kitchen to the district's purchasing department, where a purchase order is processed. The department has implemented the iProcurement module in Oracle in an effort to further automate the ordering process with some of its vendors. The high schools' and intermediate schools' food service staff order directly online from some vendors

and receive direct deliveries. The elementary schools' food service staff place their orders through the central kitchen. All orders for fluid milk are placed daily with the dairy driver when the site delivery is made.

Interviews indicated that Oracle training has been provided to staff. However, more training is reportedly needed, particularly for those employees who may lack necessary computer skills.

Inventory

The function of inventory is to help a food service department identify the items in stock and their costs, and determine how best to manage and control them. Some districts complete a periodic physical inventory monthly, which helps to control monthly food and supply costs, compare these costs to revenue, and produce a profit and loss statement to determine if financial goals have been met. Other districts operate a perpetual or continuous inventory system that helps to more readily monitor financial goals, determine replenishment needs, and identify losses due to product failure or theft. This type of inventory system typically involves the use of a computerized inventory program to increase accuracy and efficiency.

Prior to 2012 the department did not have an inventory system that allowed staff to reconcile monthly expenses, determine whether financial goals were met, and help deter and detect theft of inventory. The central kitchen warehouse now uses a perpetual inventory system and completes a monthly physical inventory. In 2012 the Nutrition Services Department hired an analyst and a consultant to help implement the Oracle inventory software system, which is integrated with the purchasing system. The software satisfies the department's inventory needs but may be more complex than is necessary. Some staff members indicated that the program requires information that is not easy to obtain and that reports are not easy to understand. Although progress has been slow with system implementation, staff indicated that improvement has been made, and 2013-14 inventory analysis reports show that monthly variances for the central kitchen warehouse have diminished since September 2013.

Most of the staff working with the inventory system are new to the district and need more training to gain a better understanding of the program and how to read the reports it generates. The inventory reports provided to the study team seemed tedious and confusing. It would be helpful to staff if inventory analysis reports were presented in a more user-friendly format.

Staff members have discussed the addition of a bar code reader to the inventory system at the central kitchen warehouse. This would allow staff to point the bar code reader at an item to be entered into inventory and have it instantly downloaded into the software program. When items are to be shipped from the warehouse to school sites, the bar code reader can be used to indicate where they are going and remove them from the warehouse inventory. This could help save staff time and increase accuracy.

Placing surveillance cameras at all warehouse exit doors could also help reduce the potential for inventory loss. These types of systems can record whether an individual is removing items from the warehouse that have not been inventoried and scheduled for delivery. These systems can be inexpensive to purchase and are effective.

Good, timely communication is needed between the food service and district office staff for the purchasing, accounts payable, and inventory systems to be successful. Interviews indicated that improvement is needed in this area and that a greater understanding is necessary between the parties regarding the Nutrition Services Department's goals, challenges, and responsibilities.

Recommendations

The district should:

1. Continue with its plans to let bids or issue requests for quotes for food service items, as appropriate.
2. Review and update bid documents and develop bid specifications as needed.
3. Continue to provide Oracle training to site staff so they can perform assigned ordering functions.
4. Meet with the staff involved with the Oracle inventory system to ascertain training needs and provide additional training as soon as possible.
5. Determine whether inventory analysis reports can be provided in a more user-friendly format.
6. Review the advantages and disadvantages of implementing a bar code reader system for inventory purposes.
7. Consider installing surveillance cameras at all central kitchen warehouse exit doors.
8. Implement processes, such as periodic meetings, to help ensure proper and timely communication between food service and district office staff involved in purchasing, accounts payable and inventory processes so that issues may be quickly resolved.

Facilities

During its fieldwork, the study team visited several food service facilities and observed the condition and functionality of the kitchens and serving areas. Several of the kitchens visited are small for the quantity of meals served, and some do not appear to have been properly planned when the school site was designed. Some of the kitchen equipment is old and has exceeded its expected lifecycle, and several of the structures have visible maintenance and repair needs.

Lincoln and Jackson elementary schools have walls that are damaged due to racks and carts striking them. This is causing gouges in the sheetrock and leaving the inner sheetrock exposed and unpainted. Other wall areas are dented and scratched, causing the paint to chip and peel. Some of these damaged, unpainted areas are around the serving windows. This could cause contamination to the students' food and is against California Health and Safety Code Section 114271, which states that all walls must be smooth and covered with paint or other washable material such as fiber-reinforced panel (FRP). Given the condition of some of the walls, washing them would exacerbate the problem.

The flooring in some elementary school kitchens the study team visited is old vinyl composition tile (VCT) that is no longer allowed in commercial kitchens and will need to be replaced during the next modernization or remodel project.

Some of the school kitchens have minimal storage space. Jackson Elementary had a storage area on the back side of the kitchen for food service items. However, that storage area is now used for textbooks, leaving only three small shelves for food service on one end of the storeroom. Even though a prepackaged food system is used at the elementary schools, this storage space is too small for a site that serves more than 100 breakfasts and 800-900 lunches per day.

The walls at the middle and high schools the study team visited are in better condition. Some walls are covered with FRP material that does not allow them to scrape or peel if struck by carts. Some of the schools, such as Segerstrom High, have newer epoxy style floors but also have damaged areas that need repair. For example, it appears that some repairs were made to the electrical system in the floor that required part of the epoxy flooring to be removed; however, it was not subsequently repaired. Staff members indicated that some of the kitchen equipment is old and does not work correctly. When equipment is repaired, the staff are not notified, so it sits unused.

Staff at the middle and high schools are hand-wrapping salads and sandwiches on site. This is a labor-intensive task that requires repetitive motion that can lead to injuries such as carpal tunnel syndrome. Manual and automated wrapping machines can alleviate this problem and speed up production, providing more time for kitchen maintenance, food production and service to students. Manual wrapping machines usually occupy less space but require someone to push meals through the sealing portion of the machine and cut/separate the packages manually. Automated machines occupy more space but allow meals to be placed on one end of a moving belt and retrieved on the other end completely wrapped for delivery. These machines are similar to those in the central kitchen but are much smaller. Students often prefer the more professional appearance of machine-packaged sandwiches and salads, which may also increase sales.

The study team also observed areas of concern in the central kitchen. Staff indicated that at one time the entire working floor area had an epoxy finish; however, it has been removed. This has left an exposed concrete floor with exposed expansion seams and cracks. As stated in California Health and Safety Code Section 114268, all flooring must be smooth and made of a nonab-

sorbent material that is easily cleanable. It is not possible to easily clean cracks, open seams and unevenly sealed concrete.

The central kitchen area used to wash floor mats is too small and is meant for dumping mop buckets. The large volume of water used for mat cleaning gets behind the walls in this area and is rotting the structure behind the FRP wall. The machine used to clean the floor is antiquated and has hoses that are taped together. Staff stated that the machine functions but takes extra time to use because of its poor condition. Following FCMAT's fieldwork, nutrition services staff indicated that a new machine was received and is in use.

The racks used for prepackaged food are stored outside on the loading docks. This area does not have a roof and is not enclosed. The study team observed birds landing on the empty racks, and some racks had what appeared to be avian fecal matter on them. Staff indicated that the racks are not washed before being reused. This is a violation of California Health and Safety Code Section 113980 and could create serious health problems, particularly the possibility of salmonella contamination. Following FCMAT's fieldwork, nutrition services staff indicated that the racks were cleaned and sanitized and are now kept indoors.

The study team observed icicles hanging from the freezer ceiling. The team was not able to determine if this was caused by a roof leak or a seam leak that allows the entry of warm air and condensation buildup. This is a violation of California Health and Safety Code Section 113980 because contaminated residue could fall onto boxes and contaminate the food items inside when the product is thawed.

A semi-truck trailer used to store old unwanted items is parked in the back lot of the central kitchen. This trailer obstructs the turning radius and decreases the ability of large trucks to make deliveries to the central kitchen. Staff indicated that one vendor stopped using its long trailers because of this, and now needs to make more deliveries with smaller trucks. There is an area in the far corner of the back parking lot in which the landscaping could be removed and a concrete pad poured to allow for storage of surplus items until proper disposal.

The central kitchen has several packaging machines. One of them is antiquated, and staff stated that it requires a lot of maintenance to keep it operational. Staff also manually place sauces and gravies into individual containers. This requires extensive repetitive motion that could lead to injuries and increase workers' compensation claims. Staff stated that they move to a different position each hour; however, because a manual system is used, it would be more beneficial for them to rotate positions every 15-20 minutes. Automated food depositors can alleviate this problem and speed up production. One depositor can perform the function of three staff members assigned to this duty, thereby providing more time for kitchen maintenance and food production.

Some of the above issues are addressed in the five-year spending plan. However, as discussed earlier in this report, the spending plan has only been partially implemented and has not been reviewed with all food service staff.

Recommendations

The district should:

1. Immediately inspect all kitchens and make a list of needed repairs, including walls, paint, floors and equipment. Prioritize the list and complete all top priority items in summer 2014, as funds allow.

2. Ensure that school site staff are notified when equipment is repaired.
3. Add FRPs to all walls that come in contact with moving carts and racks.
4. Replace VCT flooring during the next modernization or remodel project.
5. Restrict kitchen storage areas to food service items only so that staff may properly perform their duties.
6. Consider purchasing more automated dispensing and packaging equipment to reduce the possibility of employee injuries and increase productivity.
7. Immediately prioritize the central kitchen's structural needs, including repair of the floor and the mat wash area.
8. Immediately cover and enclose the central kitchen food rack storage area or move food racks to an indoor storage area.
9. Immediately identify the point of origin of the central kitchen freezer leak and make the necessary repairs.
10. Consider alternatives for storage of surplus items so that the semi-truck trailer located in the back lot of the central kitchen can be removed.
11. Review the five-year spending plan with all food service staff immediately and inform them of the timeline for implementation.

Menus, Standardized Recipes, and Nutrient Analysis

Section 9(a)(4) of the Richard B. Russell National School Lunch Act (NSLA) requires that school meals reflect the latest Dietary Guidelines for Americans (Title 42 United States Code Section 1758(a)(4)). In addition, Section 201 of the Healthy, Hunger-Free Kids Act of 2010 amended Section 4(b) of the NSLA to require the United States Department of Agriculture (USDA) to issue regulations to update the meal patterns and nutrition standards for school lunches and breakfasts based on the recommendations issued by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences (Title 42 United States Code Section 1753(b)). The following websites contain additional information regarding these issues:

<http://www.fns.usda.gov/sites/default/files/NSLA.pdf>

<http://www.fns.usda.gov/sites/default/files/HealthyHungerFreeKidsActof2010.pdf>

The new regulations seek to increase the availability of fruits, vegetables, whole grains, and fat-free and low-fat fluid milk on school menus; reduce the levels of sodium, saturated fat and trans fat in school meals; and meet the nutritional needs of school children within specified calorie requirements. The intent is to provide meals that are high in nutrients and low in calories, which better meets students' dietary needs and protects their health. Additional detailed information is included in Appendix B.

These changes have been extremely challenging for school districts across the United States to implement, and several components have already been repealed and/or amended. There is currently proposed legislation to amend additional aspects of the Healthy, Hunger-Free Kids Act.

Menus

The USDA required that all school districts submit complex certification worksheets by grade level groupings (K-5, K-8, 6-8, and 9-12) for each menu. These worksheets were to demonstrate that the written menu would comply with all the new requirements. For example, the menu had to show that each vegetable subgroup (dark green, orange, and legumes) was being offered in proper amounts. The menu had to demonstrate that calorie levels were not too high or too low, but that the minimum amounts of meat, grains and milk were offered. Originally, the regulations required that grains and meats be limited to a set amount per day and per week, which made it difficult to meet the minimum calorie requirements. These limitations were waived for the first year and then eventually permanently dropped. School districts had to rewrite menus until they were in compliance and often had to choose untested products and recipes to gain certification. Manufacturers did not have products available that met the new regulations and are still working to reformulate their products. The USDA offered a six-cent per meal incentive to comply and required all districts to be certified. Many districts thought that the new mandates would cost more than six cents per meal to implement and have had to review all food service operations and procedures to remain fiscally solvent.

Based on the information provided to the study team, the Nutrition Services Department has done a good job of incorporating these changes into the menus, but has had to make some unpopular changes to comply and pass the certification process. For example, whole grain burritos and whole grain pizza, products that are not often seen outside of school food service, were placed on the menus. As districts and food service vendors continue to work with the new

menu requirements, they will be able to find products and recipes that both meet the guidelines and appeal to students.

Prior to the regulations required by the Healthy, Hunger-Free Kids Act, the district's intermediate and secondary schools were able to write their own menus. To ensure menu certification, standardized purchasing, inventory, and nutritional analysis, similar menus were adopted for all sites of the same grade levels. Discussions with site staff indicated that some may not understand or accept the limitations associated with the new regulations, and that some products can no longer be offered. For example, plain white flour tortillas were replaced with whole grain tortillas in burritos, and white rice was replaced with brown rice in pollo bowls.

The school sites are limited to ordering from an approved product list. The list appears to be extensive, both for the menu as written and for substitutions. However, school site staff indicated they would like more choices in an effort to increase student participation. This issue should be discussed at the monthly meetings with field and site supervisors so that a consensus can be reached regarding which products can be chosen while maintaining inventory controls and compliance with regulations.

To increase student participation in the food service program, the Nutrition Services Department planned to reinstitute two entrée choices at elementary schools following spring break 2014.

Hot entrées at the intermediate and high school sites are wrapped manually with plastic film. Using packaging equipment would provide a more professional look and a tighter seal.

Installing salad bars, particularly at high schools, may also increase participation. Salad bars were in place at some schools in the past, and site staff indicated that this did not slow down serving lines and improved the students' perception of choice. Although the prepackaged salads look fresh, are well presented, and can meet the vegetable subgroup requirements, giving students and staff more ability to craft their own salads is an ongoing request.

Interviews with school principals indicated that they have a good perception of the Nutrition Services Department and feel that the management team is responsive. However, they also indicated that staff would like to have the salad bars back in the teachers' lounges and that they did not understand why salad bars were removed. Discussions with nutrition services staff indicated that salad bars were removed from lounges due to cost and the findings in CDE's January 2012 fiscal review regarding underpriced adult meals.

The department's Voice Your Choice food fairs provide students with free samples of foods so that they can taste test the products and give them a sense of empowerment and involvement in new offerings. These food fairs are good for getting initial student reaction to products and give the menu planners some direction. The ultimate goal of conducting the shows is to increase daily student participation.

To help encourage student participation, changes made to the food service menus need to be promoted throughout the district, including written communication to parents and staff members and posting to the district's website. Articles in school newsletters or a Nutrition Services Department newsletter for parents to explain the regulations and the need for changes would also be helpful. Giving parents food samples at special events, such as back-to-school nights, may also help promote the food service program.

Standardized Recipes

Standardized recipes typically follow the same format, which includes specific information such as title, cooking instructions, cooking time, cooking temperature, ingredients, portion size, and yield. Hazard Analysis and Critical Control Point (HACCP) safety precautions are also written directly into the recipe. It is advantageous to use this format because it is consistent, easy to read, and controls the end product. A sample standardized recipe form is in Appendix C and can also be found on the CDE website at <http://www.cde.ca.gov/ls/nu/he/documents/recipe.doc>.

Although most products used by the Nutrition Services Department are prepackaged and only require heating, the USDA requires districts to have a recipe for each menu item, and to have it available at each site. However, the department has few actual recipes, and uses product specifications in lieu of recipes. The recipes the department has are not in a standard institutional format and are difficult to read. Excellent pictorial training tools that show how to assemble meals were provided to the study team, but these are not standardized recipes.

The department needs to use menu planning software that integrates efficiently with a standardized recipe program and generates usable production sheets linked to the menu. Most ingredient and recipe data could easily be imported from other school districts using the program, then adapted to Santa Ana Unified School District's needs, thereby eliminating much tedious data entry. In interviews, staff indicated that the department uses Meals Plus software as its point of sale system, which also has menu planning and production components. Although the study team is not familiar with the program's efficiency and ease of use, the department should explore its capabilities.

Nutrient Analysis

Food service menus are required to be analyzed on a state-sanctioned nutritional analysis software program to ensure that they meet calorie, fat, protein, vitamin, and mineral standards. The department met this nutritional analysis requirement during its menu certification phase by using the Health-e Meal Planner Pro software program.

The nutritional analysis reports generated from this program are tedious and hard to follow, and staff indicated that the program is not easy to use. A software program that is better integrated with all phases of menu planning, recipes, and production records could save time.

Recommendations

The district should:

1. Continue to explain the new menu regulations to school site food service staff.
2. Discuss food options at the monthly field and site supervisors' meetings.
3. Continue with its plans to increase entrée choices at elementary schools.
4. Consider purchasing automated packaging equipment for use at the intermediate and high schools.
5. Explain to school staff the reasons the salad bars were eliminated, and consider reintroducing them at the high schools.

6. Promote the food service menu changes throughout the district, including to families and school staff, to encourage participation.
7. Develop a standard recipe for each menu item, and ensure that the recipes are at each school site.
8. Use a software program that integrates all phases of menu planning, recipes, production records, and nutrient analysis. The program should be efficient, easy to use, and provide reports that are easy to understand.

Offer versus Serve and Menu Production Records

Offer versus Serve

The district uses the offer versus serve meal plan option. The purpose of offer versus serve is to provide students with choices and an option to refuse items they do not intend to eat. This means that although at least five items must be offered at lunch, only three must be taken. The Healthy, Hunger-Free Kids Act mandated that one of the items that must be taken is fruit and/or vegetables (one-half cup for grades K-8 and one cup for high school students). There are specific guidelines regarding what constitutes the proper serving size for each variety of fruit and vegetable offered.

The fruit and vegetable choices offered by the Nutrition Services Department are varied and geared toward student preferences. Many of the items are cut in pieces and displayed attractively. The department offers a variety of fruits and vegetables daily at the intermediate and high schools, but the elementary schools only receive one or two fruit and two vegetable choices daily. The fruits offered are popular with students.

Elementary students are also offered fruit as part of the Fresh Fruit and Vegetable Program (FFVP), which is a federally assisted program that provides free fresh fruits and vegetables to students in participating elementary schools. Schools participating in the program receive \$50-\$75 per student for the school year, depending on state availability of funds. With these funds, schools purchase additional fresh fruits and vegetables to serve free to students during the school day. They must be served outside of the normal times for the National School Lunch and School Breakfast programs. The district determines the best method to obtain and serve the additional fresh produce.

As discussed previously, entrée choices at the elementary schools are limited to one per day. However, the department planned to expand choices after spring break 2014. This should increase student participation and decrease food waste.

The USDA requires that students be informed about how to make correct choices for reimbursable meals at the serving line. The department has devised an excellent method of signage that is used at all school sites.

Menu Production Records

A menu production record is a report that shows all the menu items offered each day, the amounts available, and the portion size planned. These documents are required by the USDA to demonstrate that sufficient food was produced for the number of meals claimed for reimbursement, and the information they contain is essential to establish a history of amounts needed for future menus. Production records are to be completed daily by school staff before and after meal service to record information about the amount of food served and leftovers.

The Nutrition Services Department's site supervisors are required to complete the forms and indicate the amount of food that was actually taken and what was done with leftovers. This method is used to prove that every child had the adequate amount of food offered to them and provides a history of the acceptance of each item.

The department's menu production records are completed accurately. However, supervisors at the elementary schools are completing counts for each individual ingredient in the recipe or prepackaged meal, which is not necessary. Menu production records are required to list the menu

items, and it is only necessary to complete meal count columns and leftover servings for each menu item.

Recommendations

The district should:

1. Increase daily entrée and fruit choices at elementary sites.
2. Consider using cafeteria funds to upgrade breakfast and lunch meals that are popular with students.
3. Train elementary food service site supervisors to simplify the completion of menu production records.

Competitive Food Sales

The Healthy, Hunger-Free Kids Act specifies that nutrition standards apply to all foods sold outside the school meal programs, on the school campus, and at any time during the school day. These changes are intended to improve the health and well-being of the nation's children, increase consumption of healthful foods during the school day, and create an environment that reinforces the development of healthy eating habits. The standards for food and beverages are minimum standards that local educational agencies, school food authorities and schools are required to meet.

California has had strict competitive food regulations for many years, which were further restricted in 2007. California Assembly Bill 626 took effect on January 1, 2014 and modified some of these regulations. These changes are described in a CDE management bulletin at <http://www.cde.ca.gov/ls/nu/sn/mbsnp032014.asp>. A quick reference guide created by the CDE regarding the current California requirements is included in Appendix D. These will be modified slightly with the new federal regulations that take effect in July 2014. Federal changes include: 1) all grain products must be 51% whole grain; 2) electrolyte replacement beverages will no longer be allowed at middle schools and will be limited to 12-ounce portions at high schools; 3) foods of minimal value restriction will be repealed in federal regulations, but in California all foods must meet nutrition restrictions, so this will not impact California's standards. The CDE plans to develop updated reference guides when the new federal regulations take effect.

Competitive foods and beverages are those that are sold at school sites outside of and in competition with the federally reimbursable meal programs. Examples of competitive foods and beverages include those sold during the school day in vending machines (not including reimbursable meals) and in student stores, à la carte items sold by the food service department, and items sold at fundraisers.

Competitive foods and beverages are governed by numerous laws, regulations and policies at the federal, state, and local school district levels. Each school district participating in a federally reimbursable meal program is required to adopt a local school wellness policy, which may further limit what products can be sold. The district's governing board adopted Board Policy 5030, Student Wellness, in August 2006 and Administrative Regulation 5030, Student Wellness, in September 2007.

The 2012 CRE indicated that competitive food regulations were not being enforced. In addition, during its visits to schools, the FCMAT study team observed that the parent-teacher organization at one elementary school was selling food to parents and students during lunchtime.

It is necessary for groups selling foods and beverages on school campuses to understand and follow all of the laws, regulations, and policies regarding competitive food sales, even though they may seem complicated and confusing. Site and district administrators, Nutrition Services Department staff and the Wellness Committee need to work together to ensure compliance. The CDE Nutrition Services Division created a list of tools and resources to assist with compliance and understanding, which may be found at <http://www.cde.ca.gov/ls/nu/he/compfoods.asp>.

Recommendations

The district should:

1. Ensure that all groups that sell foods and beverages on a school campus follow laws, regulations and policies regarding competitive food sales.
2. Provide training to school administrators and school site food service staff regarding competitive food sale regulations.
3. Direct administrators, nutrition services staff and the Wellness Committee to work together to ensure compliance of competitive food sales.

Food Waste

A common comment in staff interviews was that some individuals perceive a large amount of waste in the food service program. The Healthy, Hunger-Free Kids Act regulations require that students take a specified portion of fruits and vegetables at each meal, whether or not they plan to eat them. This has been an ongoing concern and a subject of debate among school food service professionals nationwide since its implementation.

The Nutrition Services Department is taking steps to encourage students to eat the foods they are required to take by offering a variety of fresh fruits, juices, and vegetables daily, particularly at intermediate schools and high schools. Cut fruit is offered at the elementary schools to entice students to eat it. Presentation at the elementary schools is limited because of the outdoor serving lines and the need to package all foods.

The implementation of Provision 2 districtwide and the introduction of new menu items require new food production histories to be created. As the menus are planned and records adequately kept, the site supervisors can better assess their food needs for each day. The cycle menus will also provide more standardization of use. The reinstatement of two entree choices at the elementary schools will also require additional recordkeeping to ensure that both items are available to most students.

The lack of adequate storage at many schools for dry and refrigerated items adds to the waste. The department's procedure is not to serve any heated food item a second time. However, where storage space is available, it would be beneficial to investigate using leftovers that have been held at proper temperatures and that maintain their quality when served a second time.

Recommendations

The district should:

1. Continue with its plans to increase daily entrée choices, and consider offering additional fruit choices at elementary schools.
2. Keep accurate records of menu items consumed to ensure that food orders are not excessive.
3. Investigate the feasibility of using leftovers that are held at proper temperatures and that maintain their quality when served a second time.

Staff Training

Training needs for food service staff go beyond teaching them how to identify a reimbursable meal. In recognition of this, the district has placed a high priority on training by designating a field supervisor whose chief responsibilities include developing and implementing training programs.

Training manuals with extensive checklists have been developed for all Nutrition Services Department employees. The manuals include all aspects of food service and safety requirements that are to be presented in a five-day training program for new employees and a three-day training program for substitutes and current employees. In interviews, staff indicated that the training had been provided to one or two employees at the time of FCMAT's fieldwork, and that the training would be provided to a larger group of employees in April 2014.

As mentioned throughout this report, food service staff could benefit from some additional training in several areas. Examples include Oracle software for ordering and inventory functions; completion of menu production records; competitive food sale regulations; and, for site supervisors, Healthy, Hunger-Free Kids Act regulations. Interviews also revealed that more training may be needed regarding analysis of data provided by the Meals Plus point of sale system to ensure that meals are included accurately on daily site reports.

Some of the managers, both upper- and mid-level, have not yet taken any food service management courses specifically geared to school food service. Such courses could help the managers with administrative responsibilities, such as the necessary delegation of duties to staff. Cal-Pro-NET is a joint project of the CDE and selected colleges that provides professional development opportunities to child nutrition personnel. It offers the Child Nutrition Program Administration overview course each year, which includes key child nutrition administration topics and program responsibilities. The course is designed for relatively new managers but is also open to those who have been in their positions for an extended time. The next available courses are scheduled for June 23-27, 2014 in Ontario and July 21-25, 2014 in Sacramento. It would be beneficial for the managers to attend one of these training sessions. Additional details are available at <http://www.nufs.sjsu.edu/calpronet/index.htm> and http://www.nufs.sjsu.edu/calpronet/pdf/2014_CNPA_Info.pdf.

There are also numerous courses and/or workshops available through the CDE, the California Association of School Business Officials (CASBO) and the California School Nutrition Association. The CDE website has lists of the school nutrition trainings available each year. The CDE also offers many webinars throughout the year on topics of current interest. It would be beneficial to schedule all food service staff members to watch some of these.

Recommendations

The district should:

1. Continue with its plans to provide a training program for all employees.
2. Provide additional opportunities for training as indicated above and throughout this report.

Appendices

Appendix A

MPLH Analysis

Site #	Site Name	Budgeted FTE	Budgeted Hours	CK Hours*	Average Daily Snacks Needed 1/28/14-2/5/14	Dec 2013 Average Daily Ala Carte Sales	Average Daily Breakfast Nov-Dec	Average Daily Lunch Nov-Dec	Total Meal Equivalents	Meal Equivalents/ Budgeted Hours MPLH	Change in Hours	New MPLH
66	Muir Fundamental	1.15	9.2	7.44	158		206	639	827	90	16.64	50
42	Thorpe	1.06	8.48	7.44	97		99	665	762	90	15.92	48
60	Lowell	1.32	10.56	7.44	158		149	798	949	90	18	53
68	Santiago	1.32	10.56	7.44	106		172	789	938	89	18	52
61	Madison	1.75	14	7.44	188		377	918	1229	88	21.44	57
45	Davis	1.18	9.44	7.44	120		137	691	821	87	16.88	49
92	Kennedy	1.35	10.8	7.44	141		202	741	921	85	18.24	50
70	Greenville Fundamental	1.25	10	7.44	95		160	703	841	84	17.44	48
67	Roosevelt	1.28	10.24	7.44	107		153	715	851	83	17.68	48
44	Esqueda	1.79	14.32	7.44	98		230	957	1141	80	21.76	52
98	King	1.32	10.56	7.44	222		97	691	829	78	18	46
57	Jackson	1.88	15.04	7.44	160		218	963	1159	77	22.48	52
72	Wilson	1.25	10	7.44	120		120	644	763	76	17.44	44
93	Heninger	1.63	13.04	7.44	195		93	859	985	76	20.48	48
96	Heroes	1.22	9.76	7.44	95		157	575	710	73	17.2	41
63	Martin	1.29	10.32	7.44	110		110	630	738	72	17.76	42
95	Carver	1.25	10	7.44	135		151	567	711	71	17.44	41
58	Jefferson	1.35	10.8	7.44	130		124	622	747	69	18.24	41
54	Fremont	1.32	10.56	7.44	190		104	585	716	68	18	40
43	Pio Pico	1.32	10.56	7.44	165		99	584	704	67	18	39
59	Lincoln	1.79	14.32	7.44	189		117	812	951	66	21.76	44
71	Washington	1.76	14.08	7.44	160		103	806	927	66	21.52	43
52	Edison	1.29	10.32	7.44	147		144	535	678	66	17.76	38
94	Garfield	1.41	11.28	7.44	146		114	615	738	65	18.72	39
73	Taft	1.22	9.76	7.44	115		128	510	632	65	17.2	37
65	Monte Vista	1.32	10.56	7.44	128		68	580	667	63	18	37
62	Franklin	1.12	8.96	7.44	90		127	447	561	63	16.4	34
51	Diamond	1.26	10.08	7.44	235		94	486	626	62	17.52	36
97	Walker	1.25	10	7.44	195		91	466	591	59	17.44	34
55	Harvey	1.15	9.2	7.44	90		94	435	526	57	16.64	32
50	Adams	1.26	10.08	7.44	100		95	472	568	56	17.52	32
56	Hoover	1.26	10.08	7.44	180		136	377	526	52	17.52	30
69	Sepulveda	1.19	9.52	7.44	99		63	391	465	49	16.96	27
64	Monroe	1.22	9.76	7.44	162		100	351	470	48	17.2	27
75	Remington	1.06	8.48	7.44	96		74	279	360	42	15.92	23
102	Romero-Cruz	1.07	8.56	7.44	87		52	228	291	34	16	18
77	Mitchell Elementary	1.07	8.56	7.44			86	84	141	17	16	9
Average Elementary Excluding Mitchell											70	41
101	Mendez Fundamental	5.69	45.52		180	\$ 437	724	943	1617	36		
85	McFadden Intermediate	6.95	55.6		236	\$ 453	694	909	1586	29		
88	Villa Fundamental	6.95	55.6		277	\$ 395	570	866	1456	26		
78	Sierra Intermediate	4.75	38		101	\$ 218	582	487	972	26		
83	Carr Intermediate	8.32	66.56		314	\$ 417	472	1158	1703	26		
84	Willard Intermediate	5.69	45.52		174	\$ 262	351	723	1094	24		
79	MacArthur Intermediate	5.98	47.84		327	\$ 270	455	648	1140	24		
87	Spurgeon	5.59	44.72		124	\$ 272	252	736	1028	23		
80	Lathrop Intermediate	6.88	55.04		164	\$ 234	242	837	1124	20		
Average Middle Schools											26	
91	Chavez	0.88	7.04			\$ 56	154	148	267	38		
76	Lorin Grisct	1.32	10.56			\$ 29	195	161	299	28		
100	Godinez	10.32	82.56			\$ 360	440	1690	2092	25		
116	Segerstrom HS	11.12	88.96			\$ 578	355	1715	2129	24		
103	Middle College High	1.50	12			\$ 2	85	207	263	22		
81	Santa Ana High School	14.77	118.16			\$ 144	609	1885	2331	20		
82	Valley High School	12.35	98.8			\$ 505	475	1565	2036	21		
90	Century	11.84	94.72			\$ 428	403	1181	1580	17		
86	Saddleback HS	12.89	103.12			\$ 677	373	1264	1721	17		
117	Community Day High	0.88	7.04			\$ 4	25	66	84	12		
Average High School Excluding Chavez, Grisct, Middle College, Community day											20	

0					Other Sales meal equivalent formula:	
Meal Equivalent	Lunch	Breakfast	Snack	Other Sales	Ala Carte or extra food sales	
	1	0.66	0.33	3.2129	Free Lunch Reimbursement(3.01)+ Commodity Value Per Meal(.2025)	

*CK hours include 35 central kitchen positions for food service workers, cooks, bakers, and delivery drivers preparing and delivering meals to elementary sites.

Appendix B

New Food-Based Menu Planning for Breakfast and Lunch

New FBMP for Breakfast - Healthy Eating & Nutrition Education (CA ...

<http://www.cde.ca.gov/ls/nu/he/nfbmpbreakfast.asp?print=yes>

California Department of Education (<http://www.cde.ca.gov/ls/nu/he/nfbmpbreakfast.asp>)

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New FBMP for Breakfast

Amount of Food^a Per Week (Minimum Per Day)

Meal Pattern	Grades K-12	Grades K-5	Grades K-8	Grades 6-8	Grades 6-12	Grades 9-12
Fruits (cups) ^{b, 2013-14}	2 1/2 (1/2)	2 1/2 (1/2)	2 1/2 (1/2)	2 1/2 (1/2)	2 1/2 (1/2)	2 1/2 (1/2)
Fruits (cups) ^{b, c 2014-15}	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)
Vegetables (cups) ^{b, c}	0	0	0	0	0	0
Grain Minimums (oz eq) ^d	9 (1)*	7 (1)*	8 (1)*	8 (1)*	9 (1)*	9 (1)*
Meat/Meat Alternate Minimums (oz eq) ^e	0	0	0	0	0	0
Fluid Milk (Cups) ^f	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)

Other Specifications: Daily Amount Based on the Average for a 5-Day Week

Min-max calories (kcal) ^{g, h}	450–500	350–500	400–500	400–550	450–550	450–600
Saturated fat (% of calories) ^h	<10% of calories	<10% of calories	<10% of calories	<10% of calories	<10% of calories	<10% of calories
Sodium Target 1 (mg) ^{h, l 2014-15 SY}	≤ 540 mg	≤ 540 mg	≤ 540 mg	≤ 600 mg	≤ 600 mg	≤ 640 mg
Reference Only Sodium Target 2 (mg) ^{h, l 2017-18 SY}	≤ 485 mg	≤ 485 mg	≤ 485 mg	≤ 535 mg	≤ 535 mg	≤ 570 mg

Trans fat^h-Nutrition label or manufacturer specifications must indicate zero grams of trans fat (< 0.5 grams) per serving

*U.S. Department of Agriculture has lifted the **weekly maximums** for grains. The **daily and weekly minimums** for grains and the **weekly calorie ranges** still apply.

New Food-Based Menu Planning for Breakfast 2013–14 and 2014–15 School Year

New FBMP for Breakfast - Healthy Eating & Nutrition Education (CA ...

<http://www.cde.ca.gov/ls/nu/he/nfbmpbreakfast.asp?print=yes>

^a Food items included in each group and subgroup and amount equivalents. Minimum creditable serving is $\frac{1}{8}$ cup.

^b One quarter-cup of dried fruit counts as $\frac{1}{2}$ cup of fruit; 1 cup of leafy greens counts as $\frac{1}{2}$ cup of vegetables. All juice must be 100% full-strength. Frozen 100% juice without added sugar can be used.

^c Beginning July 1, 2014 (SY 2014–15) schools must offer 1 cup of fruit daily and 5 cups of fruit weekly. Vegetables may be substituted for fruits, but the first two cups per week of any such substitution must be from the dark green, red/orange, beans and peas (legumes) or "Other vegetables" subgroups, as defined in 210.10(c)(2)(iii).

^d Beginning July 1, 2013 (SY 2013–14), at least half of grains offered must be whole grain-rich. By July 1, 2014 (SY 2014–15) all grains must be whole grain-rich. Schools may substitute 1 oz. eq. of meat/meat alternate for 1 oz. eq. of grains after the minimum daily grains requirement is met. Meat/meat alternates may be offered as extra food items that do not count toward the grain component or as food items for OVS. These extra food items need to be included in the weekly calories, sodium, and saturated fat.

^e There is no meat/meat alternate requirement.

^f Beginning July 1, 2012 (SY 2012–13) all fluid milk must be low-fat (1 percent milk fat or less, unflavored) or fat-free (unflavored or flavored).

^g Beginning July 1, 2013 (SY 2013–14), the average daily calories for a 5-day school week must be within the range (at least the minimum and no more than the maximum values).

^h Discretionary sources of calories (solid fats and added sugars) may be added to the meal pattern if within the specifications for calories, saturated fat, trans fat, and sodium. Foods of minimal nutritional value and fluid milk with fat content greater than 1 percent milk fat are not allowed.

ⁱ Final sodium targets must be met no later than July 1, 2022 (SY 2022–23). The first intermediate target must be met no later than SY 2014–2015 and the second intermediate target must be met no later than SY 2017–18. See required intermediate specifications in § 220.8(f)(3).

Note: For OVS, every student must take either $\frac{1}{2}$ cup fruit (or substituted vegetable) or a combination of both effective SY 2014–15.

Questions: Nutrition Services Division | 800-952-5609

Last Reviewed: Thursday, May 08, 2014

California Department of Education
Nutrition Services Division

Education and Nutrition Policy Unit
Jan 2014

New Food-Based Menu Planning for Lunch

Amount of Food^a Per Week (Minimum Per Day)

Meal Pattern	Grades K–5	Grades K–8	Grades 6–8	Grades 9–12
Fruits (cups) ^b	2½ (½)	2½ (½)	2½ (½)	5 (1)
Vegetables (cups) ^b	3¾ (¾)	3¾ (¾)	3¾ (¾)	5 (1)
Dark Green ^c	½	½	½	½
Red/Orange ^c	¾	¾	¾	1¼
Beans and Peas (legumes) ^c	½	½	½	½
Starchy ^c	½	½	½	½
Other ^{c,d}	½	½	½	¾
Additional Veg to Reach Total ^e	1 ^e	1 ^e	1 ^e	1½ ^e
Grain Minimums (oz eq) ^f	8 (1)*	8 (1)*	8 (1)*	10 (2)*
Meats/Meat Alternate Minimums (oz eq)	8 (1)*	9 (1)*	9 (1)*	10 (2)*
Fluid Milk (Cups) ^g	5 (1)	5 (1)	5 (1)	5 (1)

Other Specifications: Daily Amount Based on the Average for a 5-Day Week

Meal Pattern	Grades K–5	Grades K–8	Grades 6–8	Grades 9–12
Min-max calories (kcal) ^h	550–650	600–650	600–700	750–850
Saturated fat (% of calories) ^h	< 10	< 10	< 10	< 10
Sodium Target 1 (mg) ^{h,i} 2014–15 SY	≤ 1,230	≤ 1,230	≤ 1,360	≤ 1,420
Reference Only Sodium Target 2 (mg) ^{h,i} 2017–18 SY	≤ 935	≤ 935	≤ 1,035	≤ 1,080

Trans fat^h Nutrition label or manufacturer specifications must indicate zero grams of trans fat per serving.

*U.S. Department of Agriculture has lifted the **weekly maximums** for grain and meat/meat alternates. The **daily and weekly minimums** for grains and meat/meat alternates still apply.

California Department of Education
Nutrition Services Division

Education and Nutrition Policy Unit
Jan 2014

2012 Lunch Meal Pattern

- a. Food items included in each group and subgroup and amount equivalents. Minimum creditable serving is $\frac{1}{8}$ cup.
- b. One quarter-cup of dried fruit counts as $\frac{1}{2}$ cup of fruit; 1 cup of leafy greens counts as $\frac{1}{2}$ cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.
- c. Larger amounts of these vegetables may be served.
- d. This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E) . For the purposes of the National School Lunch Program, the "Other vegetables" requirement may be met with any additional amounts from the dark green, red/orange, and beans/peas (legumes) vegetable subgroups as defined in §210.10(c)(2)(iii).
- e. Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.
- f. Beginning July 1, 2012 (2012–13 SY), at least half of grains offered must be whole grain-rich. Beginning July 1, 2014 (2014–15 SY), all grains must be whole grain-rich.
- g. Beginning July 1, 2012 (2012–13 SY), all fluid milk must be low-fat (1 percent or less, unflavored) or fat-free (unflavored or flavored).
- h. Discretionary sources of calories (solid fats and added sugars) may be added to the meal pattern if within the specifications for calories, saturated fat, trans fat, and sodium. Foods of minimal nutritional value and fluid milk with fat content greater than 1 percent are not allowed.
- i. Final sodium targets must be met no later than July 1, 2022 (2022–23 SY). The first intermediate target must be met no later than SY 2014–15 and the second intermediate target must be met no later than 2017–18 SY. See required intermediate specifications in § 210.10(f)(3).

Appendix C

Standardized Recipe Form

California Department of Education
 Unit
 Nutrition Services Division
 2012

Education and Nutrition Policy
 June

STANDARDIZED RECIPE FORM

RECIPE NUMBER: _____ RECIPE TITLE: _____ YIELD: _____ (# OF PANS/GALLONS/LOAVES, ETC.)
 PORTION SIZE: _____ PORTIONS PER RECIPE: _____ TEMPERATURE: _____ STANDARD OVEN: _____
 EQUIPMENT NEEDED: _____ TEMPERATURE: _____ CONVECTION OVEN: _____
 _____ TEMPERATURE: _____ RANGE TOP/BURNER: _____

INGREDIENTS	100 SERVINGS		FOR _____ SERVINGS	DIRECTIONS
	WEIGHT	MEASURE		

NUTRITIONAL ANALYSIS										CONTRIBUTION TO MEAL PATTERN:							
CALORIES	PROTEIN	CARBO-HYDRATE	FIBER	FAT	SATURATED FAT	TRANS FAT	CHOLESTEROL	SODIUM	IRON	CALCIUM	VITAMIN A	VITAMIN C	MEAT/MEAT ALTERNATE	FRUIT	VEGETABLE	TOTAL VEGETABLE CUPS	

MEAT/MEAT ALTERNATE _____ MM/A OZ EQ.
 FRUIT _____ FRUIT CUPS
 VEGETABLE _____ TOTAL VEGETABLE CUPS
 VEGETABLE SUB-GROUPS C=CUPS
 DG _____ C STARCHY _____ C
 R/O _____ C OTHER _____ C
 B/P _____ C ADDITIONAL _____ C
 GRAIN/BREAD _____ G/B OZ EQ.

Appendix D

Competitive Food Sales

QUICK REFERENCE CARDS, PAGE 1

START HERE, and then continue clockwise.

EFFECTIVE 1/1/2014 – 6/30/2014

ELEMENTARY SCHOOL – FOOD RESTRICTIONS

References: *Education Code* sections 49430, 49431, 49431.7, *California Code of Regulations* sections 15575, 15577, 15578

An **elementary school** contains no grade higher than grade 6.
Effective from one-half hour before to one-half hour after school.
Applies to ALL foods sold to students by any entity.
Sold means the exchange of food for money, coupons, vouchers, or order forms, when any part of the exchange occurs on a school campus.

Compliant foods are:

1. A full meal that meets the USDA school meal pattern.
2. Exempt foods: dairy foods; whole grain foods; or individually sold portions of nuts, nut butters, seeds, eggs, cheese packaged for individual sale, fruit*, non-fried vegetables, and legumes that meet the following:
 1. \leq 35% calories from fat (except nuts, nut butters, seeds, eggs, cheese packaged for individual sale, legumes), **and**
 2. \leq 10% calories from saturated fat (except eggs, cheese), **and**
 3. \leq 35% sugar by weight (except fruit*, non-fried veggies), **and**
 4. $<$ 0.5 grams trans fat per serving (no exceptions), **and**
 5. \leq 175 calories per item/container (no exceptions)

If exempt food(s) combine with nonexempt food(s) or added fat/sugar they must meet ALL nutrient standards above.

*Dried blueberries cranberries, cherries, tropical fruit, chopped dates or figs that contain added sugar are exempt from fat and sugar standards.

3. Whole grain:
 - a. The statement "Diets rich in whole grain foods... and low in total fat... may help reduce the risk of heart disease..." **or**
 - b. The first listed grain ingredient is whole grain, **or**
 - c. A combination of whole grain ingredients is at least 51% of the total grain weight (manufacturer must verify), **or**
 - d. The weight of the whole grain must be at least 51% of the total grain weight of the product.

Non-compliant foods may be sold from one-half hour after school.

ELEMENTARY SCHOOL – STUDENT ORGANIZATIONS

Reference: *California Code of Regulations* Section 15500

Effective during school hours.

Applies to food and beverage sales by student organizations.

Student organization sales must meet **all** of the following:

1. Only **one food or beverage item** per sale.
2. The food or beverage item must be **pre-approved** by the **governing board** of the school district.
3. The sale must occur **after the lunch period** has ended.
4. The food or beverage item **cannot be prepared on campus**.
5. Each school is allowed **four sales** per year.
6. The food or beverage item cannot be the same item **sold in the food service program** at that school during the same school day.

ELEMENTARY SCHOOL – BEVERAGE RESTRICTIONS

References: *Education Code* Section 49431.5, *California Code of Regulations* Section 15576

An **elementary school** contains no grade higher than grade 6.
Effective regardless of the time of day.
Applies to ALL beverages sold to students by any entity.
Sold means the exchange of beverages for money, coupons, vouchers, or order forms, when any part of the exchange occurs on a school campus.

Compliant beverages are:

1. Fruit or Vegetable juice:
 - a. \geq 50% juice **and**
 - b. No added sweeteners
2. Milk:
 - a. Cow's or goat's milk, **and**
 - b. 1%, nonfat, **and**
 - c. Contains Vitamins A & D, **and**
 - d. \geq 25% of the calcium Daily Value per 8 fl. oz., **and**
 - e. \leq 28 grams of total sugar per 8 fl. oz.
3. Non-dairy milk:
 - a. Contains Vitamins A & D, **and**
 - b. \geq 25% of the calcium Daily Value per 8 fl. oz., **and**
 - c. \leq 28 grams of total sugar per 8 fl. oz., **and**
 - d. \leq 5 grams fat per 8 fl. oz.
4. Water:
 - a. No added sweeteners

Non-compliant beverages may be sold from one-half hour after school.

ELEMENTARY SCHOOL – FOODS OF MINIMAL NUTRITIONAL VALUE

Reference: *Code of Federal Regulations*, Title 7, Section 210.11, Appendix B (**Being repealed after 7/2014**)

Prohibited foods and beverages sold to students.

Effective during the meal period on the entire school campus where the federally reimbursable meal(s) may be served and/or eaten.

Applies to the following foods sold to students by any entity:

1. Carbonated and aerated beverages
2. Water ices – except if contains any fruit or fruit juice
3. Chewing gum
4. Hard candies
5. Jelly and gum candies
6. Marshmallow candies
7. Fondant
8. Licorice
9. Spun candy
10. Candy coated popcorn

QUICK REFERENCE CARDS, PAGE 2

EFFECTIVE 1/1/2014 – 6/30/2014**START HERE, and then continue clockwise.****MIDDLE/HIGH SCHOOL – FOOD RESTRICTIONS**References: *Education Code* sections 49430, 49431.2, 49431.7, *California Code of Regulations* sections 15575, 15577, 15578A **middle/junior high** contains grades 7 or 8, 7 to 9, 7 to 10.A **high school** contains any of grades 10 to 12.**Effective** from one-half hour before to one-half hour after school.**Applies** to ALL foods sold to students by any entity.**Sold** means the exchange of food for money, coupons, vouchers, or order forms, when any part of the exchange occurs on a school campus.**Compliant foods must meet the following criteria:**

1. “**Snack**” food items must be:
 - a. \leq 35% calories from fat (except nuts, nut butters, seeds, eggs, cheese packaged for individual sale, legumes), **and**
 - b. \leq 10% calories from saturated fat (except eggs, cheese), **and**
 - c. \leq 35% sugar by weight (except fruit*, non-fried veggies), **and**
 - d. $<$ 0.5 grams trans fat per serving (no exceptions), **and**
 - e. \leq 250 calories per item/container (no exceptions)
 - f. **Must be 50% whole grain after 7/2014**

If exempt food(s) combine with nonexempt foods or added fat/sugar they must meet ALL nutrient standards above.

*Dried blueberries cranberries, cherries, tropical fruit, chopped dates or figs that contain added sugar are exempt from fat and sugar standards.

2. “**Entrée**” food items must be:
 - a. Two or more groups ((meat/meat alternate, fruit/vegetable, grain/bread), or a meat/meat alternate alone, **and**
 - b. \leq 400 calories, **and**
 - c. \leq 4 grams fat per 100 calories

Non-compliant foods may be sold from one-half hour after school.**MIDDLE/HIGH SCHOOLS – STUDENT ORGANIZATIONS**Reference: *California Code of Regulations* Section 15501**Effective** during or after school hours.**Applies** ONLY to food and beverage sales by student organizations.

1. Up to **three categories** of foods or beverages *may* be sold each day (e.g., chips, sandwiches, juices, etc.).
2. Food or beverage item(s) must be **pre-approved** by governing board of school district.
3. Only **one student organization** *may* be allowed to sell each day.
4. Food(s) or beverage(s) **cannot** be **prepared on the campus**.
5. The food or beverage categories sold **cannot** be the same as the categories **sold in the food service program** at that school during the same school day.
6. In addition to one student organization sale each day, any and **all student organizations** may sell on the **same four designated days** per year – dates determined by school administration.

California Department of Education

MIDDLE/HIGH SCHOOL – BEVERAGE RESTRICTIONSReferences: *Education Code* Section 49431.5, *California Code of Regulations* Section 15576A **middle/junior high** contains grades 7 or 8, 7 to 9, 7 to 10.A **high school** contains any of grades 10 to 12.**Effective** from one-half hour before to one-half hour after school.**Applies** to ALL beverages sold to students by any entity.**Sold** means the exchange of beverages for money, coupons, vouchers, or order forms, when any part of the exchange occurs on a school campus**Compliant beverages are:**

1. Fruit or Vegetable juice:
 - a. \geq 50% juice **and**
 - b. No added sweeteners
2. Milk:
 - a. Cow's or goat's milk, **and**
 - b. 1%, nonfat, **and**
 - c. Contains Vitamins A & D, **and**
 - d. \geq 25% of the calcium Daily Value per 8 fl. oz., **and**
 - e. \leq 28 grams of total sugar per 8 fl. oz.
3. Non-dairy milk:
 - a. Contains Vitamins A & D, **and**
 - b. \geq 25% of the calcium Daily Value per 8 fl. oz., **and**
 - c. \leq 28 grams of total sugar per 8 fl. oz., **and**
 - d. \leq 5 grams fat per 8 fl. oz.
4. Water:
 - a. No added sweeteners
5. Electrolyte replacement beverage (**only HS after 7/2014**)
 - a. Water as first ingredient, **and**
 - b. \leq 16.8 grams added sweetener per 8 fl. oz., **and**
 - c. 10 – 150 milligrams of sodium per 8 fl. oz., **and**
 - d. 10 – 90 milligrams of potassium per 8 fl. oz., **and**
 - e. No added caffeine
 - f. **Limited to 12 oz portion after 7/2014**

Non-compliant beverages may be sold from one-half hour after school.**MIDDLE/HIGH SCHOOL – FOODS OF MINIMAL NUTRITIONAL VALUE**Reference: *Code of Federal Regulations*, Title 7, Section 210.11, Appendix B (**Being repealed after 7/2014**)**Prohibited foods and beverages sold to students.****Effective** during the meal period on the entire school campus where the federally reimbursable meal(s) may be served and/or eaten.**Applies** to the following foods sold to students by any entity:

1. Carbonated and aerated beverages
2. Water ices – except if contains any fruit or fruit juice
3. Chewing gum
4. Hard candies
5. Jelly and gum candies
6. Marshmallow candies
7. Fondant
8. Licorice
9. Spun candy
10. Candy coated popcorn

REVISED Jan 2014

Appendix E

Study Agreement



PURCHASE ORDER
 SANTA ANA UNIFIED SCHOOL DISTRICT
 1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322
 Phone (714) 558-5614 Fax (714) 558-5880

PURCHASE ORDER NO. 297026 Page 1 Of 1
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SUPPLIER: FISCAL & CRISIS MANAGEMENT ASSISTANCE TEAM
 OFFICE OF LARRY E REIDER KERN COUNTY SUPT OF
 SCHOOLS
 BAKERSFIELD, CA 93301 4533

SHIP TO: SEE DELIVERY DETAILS BELOW
 Santa Ana, CA 92701

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR
 ON SATURDAYS, SUNDAYS OR HOLIDAYS

BILL TO: 1601 E CHESTNUT AVE
 Santa Ana, CA 92701

1300 17TH STREET

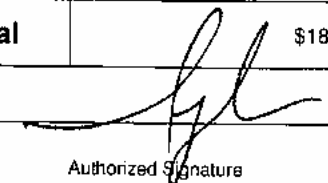
Date Issued 12-FEB-14	Delivery Date 30-JUN-14	F.O.B Destination	Terms 30 Net	Req Num 153740	Buyer V Guillen
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Line No.	Quantity	Unit	Description	Unit Price	Amount
1		DOLLAR	CONSULTANT SERVICES: Will conduct a review of the Food Services department procedures and practices for managing all operations, and will provide recommendations for improved efficiency, if any. **** BOARD DATE: JANUARY 28, 2014 SHIP TO: SANTA ANA UNIFIED SCHOOL DISTRICT 1601 E CHESTNUT SANTA ANA, CA 92701-6322	1.00	\$18,000.00

SCHOOL/DEPARTMENT: Pantoja, Guadalupe -Sausd District Office

Account Number 010030-0-0011-7300-5865-005	Encumbrance \$18,000.00	Sub-Total	\$18,000.00
		Tax	\$0.00
		Total	\$18,000.00

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Associate Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "incentives") that do not accrue directly to the District. Any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities. By accepting this purchase order supplier certifies that they are not suspended or debarred from acceptance of purchases using Federal Funding as stated in Executive Orders 12549 and 12686.


 Authorized Signature

FCMAT

FISCAL CRISIS & MANAGEMENT
ASSISTANCE TEAM

CSIS California School Information Services

FISCAL CRISIS & MANAGEMENT ASSISTANCE TEAM STUDY AGREEMENT January 30, 2014

The Fiscal Crisis and Management Assistance Team (FCMAT), hereinafter referred to as the team, and the Santa Ana Unified School District, hereinafter referred to as the district, mutually agree as follows:

1. BASIS OF AGREEMENT

The team provides a variety of services to school districts and county offices of education upon request. The district has requested that the team assign professionals to study specific aspects of the district's operations. These professionals may include staff of the team, county offices of education, the California State Department of Education, school districts, or private contractors. All work shall be performed in accordance with the terms and conditions of this agreement.

In keeping with the provisions of Assembly Bill 1200, the county superintendent will be notified of this agreement between the district and FCMAT and will receive a copy of the final report. The final report will also be published on the FCMAT website.

The district is requesting that the team conduct a staffing and efficiency review of the district's food service department for all certificated, classified and administrative positions. The district serves students in grades K-12 at 61 schools and has an enrollment of approximately 56,000 students. The review will consist of the following:

2. SCOPE OF THE WORK

A. Scope and Objectives of the Study

1. Examine the food service department's procedures and practices for managing all operations with regard to efficiency. The department is responsible for establishing the framework for overall operations, allocating resources, providing functional guidance, and assessing districtwide opportunities to provide improved service. The team will evaluate the current work flow and distribution of management and leadership functions in the department and provide recommendations for improved efficiency, if any. The review will include, but not be limited to, the following areas: food preparation, ordering, inventory, cash and

resource management, staffing, policies and procedures, federal and state compliance, menu planning, warehousing and food storage, purchasing and facilities. The review will include any constraints to productive management by evaluating systems, structures and employee responsibilities in relationship to the district's goals.

This component will include reviewing documentation, including board policies and administrative regulations and job descriptions, and gathering data regarding current practices, procedures and separation of duties to ensure the proper internal controls are in place. In addition, the team may interview other department or site staff to determine the efficiency and effectiveness of services delivered.

2. Review training and professional development programs for employees and managers and make recommendations.

B. Services and Products to be Provided

1. Orientation Meeting - The team will conduct an orientation session at the district to brief district management and supervisory personnel on the team's procedures and the purpose and schedule of the study.
2. On-site Review - The team will conduct an on-site review at the district office and at school sites if necessary.
3. Exit Report - The team will hold an exit meeting at the conclusion of the on-site review to inform the district of significant findings and recommendations to that point.
4. Exit Letter – Approximately 10 days after the exit meeting, the team will issue an exit letter briefly summarizing significant findings and recommendations to date and memorializing the topics discussed in the exit meeting.
5. Draft Reports - Electronic copies of a preliminary draft report will be delivered to the district's administration for review and comment.
6. Final Report - Electronic copies of the final report will be delivered to the district's administration and to the county superintendent following completion of the review. Printed copies are available from FCMAT upon request.
7. Follow-Up Support – If requested, FCMAT will return to the district at no cost six months after completion of the study to assess the district's progress in implementing the recommendations included in the report. Progress in implementing the recommendations will be documented to the district in a FCMAT management letter.

3. PROJECT PERSONNEL

The study team will be supervised by Anthony L. Bridges, CICA, CFE, Deputy Executive Officer, Fiscal Crisis and Management Assistance Team, Kern County Superintendent of Schools Office. The study team may also include:

- | | | |
|----|------------------|--|
| A. | Diane Branham | FCMAT Chief Management Analyst, Project Lead |
| B. | Judith Stephens | FCMAT Consultant |
| C. | To be determined | FCMAT Consultant |
| D. | To be determined | FCMAT Consultant |

Other equally qualified staff or consultants will be substituted in the event one of the above individuals is unable to participate in the study.

4. PROJECT COSTS

The cost for studies requested pursuant to Education Code (EC) 42127.8(d)(1) shall be as follows:

- A. \$500 per day for each staff member while on site, conducting fieldwork at other locations, preparing and presenting reports, or participating in meetings. The cost of independent FCMAT consultants will be billed at their actual daily rate.
- B. All out-of-pocket expenses, including travel, meals and lodging.
- C. The district will be invoiced at actual costs, with 50% of the estimated cost due following the completion of the on-site review and the remaining amount due upon the district's acceptance of the final report.

Based on the elements noted in section 2 A, the total estimated cost of the study will be \$18,000.

- D. Any change to the scope will affect the estimate of total cost.

Payments for FCMAT's services are payable to Kern County Superintendent of Schools - Administrative Agent.

5. RESPONSIBILITIES OF THE DISTRICT

- A. The district will provide office and conference room space during on-site reviews.
- B. The district will provide the following if requested:

1. Existing policies, regulations and prior reports that address the study scope.
 2. Current or proposed organizational charts.
 3. Current and two (2) prior years' audit reports.
 4. Any documents requested on a supplemental list. Documents requested on the supplemental list should be provided to FCMAT only in electronic format; if only hard copies are available, they should be scanned by the district and sent to FCMAT in electronic format.
 5. Documents should be provided in advance of field work; any delay in the receipt of the requested documents may affect the start date of the project. Upon approval of the signed study agreement, access will be provided to FCMAT's online SharePoint document repository, where the district will upload all requested documents.
- C. The district's administration will review a preliminary draft copy of the report resulting from the study. Any comments regarding the accuracy of the data presented in the report or the practicability of the recommendations will be reviewed with the team prior to completion of the final report.

Pursuant to EC 45125.1(c), representatives of FCMAT will have limited contact with pupils. The district shall take appropriate steps to comply with EC 45125.1(c).

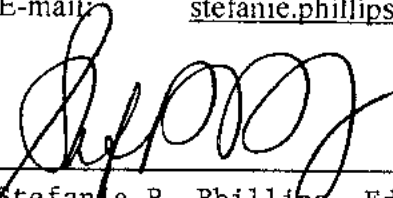
6. **PROJECT SCHEDULE**

The following schedule outlines the planned completion dates for different phases of the study:

Orientation:	to be determined
Staff Interviews:	to be determined
Exit Meeting:	to be determined
Preliminary Report Submitted:	to be determined
Final Report Submitted:	to be determined
Board Presentation:	to be determined, if requested
Follow-Up Support:	if requested

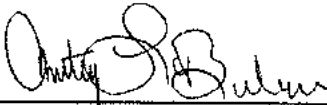
7. CONTACT PERSON

Name: Stefanie Phillips
Telephone: (714) 558-5826
Fax: (714) 558-5601
E-mail: stefanie.phillips@sausd.us



Stefanie P. Phillips, Ed.D. Deputy Supt. Date
Santa Ana Unified School District

02-07-14



Anthony L. Bridges, CICA, CFE Date
Deputy Executive Officer
Fiscal Crisis and Management Assistance Team

January 30, 2014

Date

AGENDA ITEM BACKUP SHEET
August 26, 2014

Board Meeting

TITLE: **Ratification of Adoption of Resolution No. 14/15-3021 – Authorization of Contract for California State Preschool Funding for 2014-15 Program Year**

ITEM: **Action**

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

PREPARED BY: **Keely Orlando, Coordinator, Early Childhood Education**

BACKGROUND INFORMATION:

The purpose of this agenda is to seek Board ratification to adopt Resolution No. 14/15-3021 to authorize contract No. CSPP-4328 for California State Preschool funding for the 2014-15 program year.

RATIONALE:

There is an established need for quality preschool opportunities for District families that cannot afford private preschool. Approving the contract will continue services for 528 preschool students at Davis, Garfield, Heninger, Lowell, Madison, Mitchell, Pio Pico, and Wilson through California State Preschool funding.

FUNDING:

California Department of Education/Child Development Division: \$1,698,802.00

RECOMMENDATION:

Ratify adoption of Resolution No. 14/15-3021 for authorization of contract for California State Preschool funding for the 2014-15 program year.

RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services **and to authorize the designated personnel to sign contract documents for Fiscal Year 2014–15.**

RESOLUTION

BE IT RESOLVED that the Governing Board of _____

_____ authorizes entering into local agreement number/s _____ and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

PASSED AND ADOPTED THIS _____ day of _____ 2014, by the Governing Board of _____ of _____ County, California.

I, _____, Clerk of the Governing Board of _____, of _____, County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a _____ meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

(Date)



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 14 - 15

DATE: July 01, 2014

CONTRACT NUMBER: CSPP-4328

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 30-6667-00-4

CAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: SANTA ANA UNIFIED SCHOOL DISTRICT

By signing this contract and returning it to the State, the contractor is agreeing to provide services in accordance with the FUNDING TERMS AND CONDITIONS (FT&C), the GENERAL TERMS AND CONDITIONS (GTC-610) (both available online at <http://www.cde.ca.gov/fg/aa/cd/>) and the CURRENT APPLICATION which by this reference are incorporated into this contract. The contractor's signature certifies compliance with the Funding Terms and Conditions, the Current Application and General Terms and Conditions.

The funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2014 through June 30, 2015. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$34.38 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$1,698,802.00.

PERFORMANCE REQUIREMENTS

Maximum Child Days of Enrollment (CDE) Requirement	49,413.0
Maximum Days of Operation (MDO) Requirement	175

No provision of this contract found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this contract.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Sueshil Chandra, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Stefanie P. Phillips, Ed.D., CBO, Deputy Superintendent			
TITLE Contracts, Purchasing and Conference Services		ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 1,698,802	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,698,802	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER		DATE			

CONTRACT NUMBER: CSPP-4328

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 59,192	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-6667	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 59,192	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 28,237	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 15136-6667	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 28,237	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 1,515,731	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23038-6667			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,515,731	ITEM 30.10.010. 6110-196-0001	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 95,642	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-6667			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 95,642	ITEM 30.10.020.001 6110-194-0001	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. SIGNATURE OF ACCOUNTING OFFICER	T.B.A. NO	B.R. NO.
	DATE	



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 14 - 15

DATE: July 01, 2014

CONTRACT NUMBER: CSPP-4328

PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM

PROJECT NUMBER: 30-6667-00-4

CAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: SANTA ANA UNIFIED SCHOOL DISTRICT

By signing this contract and returning it to the State, the contractor is agreeing to provide services in accordance with the FUNDING TERMS AND CONDITIONS (FT&C), the GENERAL TERMS AND CONDITIONS (GTC-610) (both available online at http://www.cde.ca.gov/fg/aa/cd/) and the CURRENT APPLICATION which by this reference are incorporated into this contract. The contractor's signature certifies compliance with the Funding Terms and Conditions, the Current Application and General Terms and Conditions.

The funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2014 through June 30, 2015. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$34.38 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$1,698,802.00.

SERVICE REQUIREMENTS

Maximum Child Days of Enrollment (CDE) Requirement	49,413.0
Maximum Days of Operation (MDO) Requirement	175

No provision of this contract found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this contract.

STATE OF CALIFORNIA		CONTRACTOR				
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)				
PRINTED NAME OF PERSON SIGNING Sueshil Chandra, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Stefanie P. Phillips, Ed.D., CBO, Deputy Superintendent				
TITLE Contracts, Purchasing and Conference Services		ADDRESS				
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 1,698,802	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE		Department of General Services use only		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached					
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,698,802	ITEM See Attached	CHAPTER	STATUTE			FISCAL YEAR
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.			
SIGNATURE OF ACCOUNTING OFFICER		DATE				

CONTRACT NUMBER: CSPP-4328

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 59,192	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-6667	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 59,192	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 28,237	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 15136-6667	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 28,237	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 1,515,731	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23038-6667			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,515,731	ITEM 30.10.010. 6110-196-0001	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 95,642	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-6667			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 95,642	ITEM 30.10.020.001 6110-194-0001	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. SIGNATURE OF ACCOUNTING OFFICER	T.B.A. NO	B.R. NO.
	DATE	

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> Stefanie P. Phillips, Ed.D., CBO, Deputy Superintendent		
<i>Date Executed</i>	<i>Executed in the County of</i> Orange	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs;
- and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department

determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued

pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

to: Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee must insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check if there is a separate sheet attached listing all workplaces.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACT AGENCY)	CONTRACT #
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Stefanie P. Phillips, Ed.D., CBO, Deputy Superintendent	
SIGNATURE	DATE

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

AGENDA ITEM BACKUP SHEET
August 26, 2014

Board Meeting

TITLE: **Ratification of Approval of Contract for Head Start Funding for 2014-15 Program Year**

ITEM: **Action**

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 ratification approval of the contract for Head Start funding for the 2014-15 program year to continue to serve District children ages three to five.

RATIONALE:

The District currently provides preschool services to children through the Head Start, State Preschool, and Kinder Readiness programs. The District has established the need for preschool opportunities for students as a high priority. Subsidized programs need to continue to be provided for families who cannot afford private preschools. Federal funding is one of the vehicles for funding these programs. Approving the contract will continue services for 550 Head Start students.

FUNDING:

Orange County Head Start:	
Basic Budget	\$3,325,719.00
Training and Technical Assistance	\$ 27,205.00
COLA	\$ 43,234.00
Total	\$3,396,158.00

RECOMMENDATION:

Ratify approval of the contract for Head Start funding for the 2014-15 program year.

**ORANGE COUNTY HEAD START, INC.
AGREEMENT
FOR
DELEGATION OF HEAD START PROGRAM OPERATIONS
FISCAL YEAR 2014-2015**

This ORANGE COUNTY HEAD START, INC. AGREEMENT FOR DELEGATION OF HEAD START PROGRAM OPERATIONS FISCAL YEAR 2014-2015 (Agreement) is financed under United States Department of Health and Human Services Grant Number 09CH9155/01. Its effective date is July 1, 2014. The parties to this Agreement are **ORANGE COUNTY HEAD START, INC.**, 2501 S. Pullman Street, Suite 100, Santa Ana, CA 92705, (OCHS and/or Grantee), and Santa Ana Unified School District Head Start, located at 1601 East Chestnut Ave., Santa Ana CA, 92701 SAUSD and/or (Delegate). Grantee and Delegate mutually agree as follows:

1. AUTHORIZATION TO OPERATE HEAD START PROGRAMS

OCHS as Grantee for the Head Start Program funded by the Administration for Children and Families (ACF), Department of Health and Human Services (DHHS), pursuant to the authority to operate the Head Start program as specified in Title VI, Subtitle A, Chapter 8, Subchapter B of the Omnibus Budget Reconciliation Act of 1981, Minor amendments to this Act were made by the *Technology-Related Assistance for Individuals With Disabilities Amendments of 1993*, P.L. 103-218. This Act was reauthorized through fiscal year 2003 by the *Coats Human Services Amendments of 1998*, P.L. 105-285. This Act was most recently reauthorized by the *Improving Head Start for School Readiness Act of 2007*, P.L. 110-134 hereby entrusts to Delegate the Head Start operations as specified herein.

2. PURPOSE OF AGREEMENT

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

3. TERM OF AGREEMENT

The term of this Agreement shall be July 1, 2014 – June 30, 2015. Funding is contingent upon the availability of federal funds and satisfactory performance, i.e. being in compliance with all applicable federal, state, and local laws, by your organization under the terms and conditions of this grant.

4. COMPLIANCE WITH APPROVED PROGRAM

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

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

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

- Service Area Restrictions

Any changes made to any of the program operations, program approach, program budget, and/or program options by Delegate must be supported by program data and must be part of a refunding application that is approved by the Policy Committee, Delegate Board, and the Grantee, prior to making the change. In addition, other kinds of changes to the approved work project or budget requires prior approval as stipulated in the program regulations as described in item 4 in this Agreement.

Delegates must comply with the terms and conditions for the five year project period award in the specified timeframes by completing the activities outlined below and, where required, submit the results to the Grantee within the identified timeframes.

1. Governance Screening and Certification

- Conduct a screening of the organization's governance and leadership capacity within thirty (30) calendar days of the start of the program year. Required screener to be provided by the grantee.
- Complete a certification that the governance and leadership capacity screening was conducted and a training plan was developed. Submit the screener and certification to the Grantee by August 20th of the program year.

2. Health and Safety Screening and Certification

- Conduct a screening of the health and safety environment of each center where services are provided within thirty (30) calendar days of the first day of school. Required screener to be provided by the grantee.
- Complete a certification of compliance with all requirements outlined in the screener, and submit the screener and certification to the Grantee by October 20th of the program year.

3. School Readiness

- Participate in school readiness progress meetings with the Grantee as requested by the Grantee.

4. Single Audit Webinar

- Attend an OCHS-sponsored single audit webinar within six (6) months of the start of the project period.

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

5. ACKNOWLEDGMENT OF REQUIRED DOCUMENTS AND TERMS OF AGREEMENT

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

- Improving Head Start School Readiness Act, 2007
- Title 45 CFR Chapter XIII, Subchapter B, Federal Regulations Governing the Head Start Program: 45 CFR Parts 1301 through 1310,

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

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

If Delegate discovers any ambiguity, conflict, discrepancy, omission or other errors (error) in this Agreement, Delegate shall immediately notify the Grantee of the error in writing and request modification or clarification. Any modifications shall be made by written amendment to this Agreement and must be executed by both parties. Any question regarding this Agreement shall be clarified by Grantee upon written request from Delegate.

6. EVIDENCE OF NON-PROFIT STATUS

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

7. BOARD BYLAWS AND ARTICLES OF INCORPORATION

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

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

152 **8. INSURANCE REQUIREMENTS**

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

155
156 Delegate insurance coverage shall be primary insurance to the Grantee, its governing body, the individuals
157 thereof, and all officers, agents, employees, representatives, and volunteers.

158
159 Delegate is responsible for the settlement of all claims, which may arise out of the delegation of program
160 operations hereunder. In order to protect Delegate from such claims, the following insurance
161 requirements have been determined as adequate by the Grantee.

- 162
163 a. Student Accident Insurance. Delegate must carry a sufficient policy that includes benefits for
164 Delegate Head Start children covering medical, dental, dismemberment, and death benefits for
165 accidents during program hours and the period immediately preceding and following program
166 hours. It shall also cover official activities, such as field trips away from Delegate's premises and
167 at times other than program hours.
- 168
169 b. General Liability. The Delegates policy of insurance shall be primary in all cases and shall include,
170 but not be limited to, comprehensive general liability, professional liability and/or incidental
171 malpractice, with a combined single limit of not less than One Million Dollars (\$1,000,000) for
172 each occurrence.

173
174 The Grantee shall be named as an additional insured and Delegate shall provide proof of such
175 coverage concurrent with Delegate's execution of this Agreement.

- 176
177 c. Automobile Insurance. If Delegate owns, leases, rents or operates motor vehicles or school
178 buses as a part of this Agreement, a policy of comprehensive automobile liability insurance shall
179 be procured which shall be primary, with limits of:
- 180 • School buses Five Million Dollars (\$5,000,000)
 - 181 • Other vehicles One Million Dollars (\$1,000,000)
- 182

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

- 187
188 d. Workers' Compensation. During the term of this Agreement, Delegate shall obtain and maintain
189 a policy of insurance as required by the Labor Code of the State of California and Employer's
190 Liability insurance limits of One Million Dollars (\$1,000,000) per accident. By signing this
191 Agreement, Delegate hereby certifies that it is aware of the provisions of Section 3700 et seq., of
192 the Labor Code of the State of California that require every employer to be insured against
193 liability for workers' compensation or to undertake self-insurance in accordance with the
194 provisions of that code, and shall comply with such provisions before commencing any work
195 under a contract with the Grantee.
- 196
197 e. Blanket Fidelity Bond. During the term of this Agreement, Delegate shall obtain and maintain a
198 comprehensive crime policy in an amount not less than One Hundred Thousand Dollars
199 (\$100,000) insuring against loss of money, securities or other property referred to hereunder,
200 which may result from: (a) dishonesty or fraudulent acts of agents, officers, employees and
201 volunteers (commercial blanket form) of Delegate; or (b) disappearance, destruction or wrongful
202 abstraction of property, including records, inside or outside Delegate, while in the care, custody

203 or control of Delegate; or (c) sustained through forgery or alteration of checks, drafts, or any
204 order or direction to pay a certain sum of money. The policy shall be primary in all instances and
205 include a loss payable endorsement naming the Grantee as the Grantee's interests may appear.
206 The Grantee shall be named as additional insured on such policy and Delegate shall provide
207 proof of such coverage concurrent with Delegate's execution of this Agreement.
208

209 f. Directors and Officers (D&O) Liability Coverage. Coverage for individuals and Delegate in the
210 amount of One Million Dollars (\$1,000,000) each claim, and in the annual aggregate with a
211 maximum deductible of Ten Thousand Dollars (\$10,000). The policy shall be endorsed to include
212 coverage for employment practices liability and a one-year extended reporting period.
213

214 g. Property Coverage. If, under the terms of this Agreement, Delegate shall have possession of,
215 rent, lease, or be loaned any real or personal property, Delegate shall insure such property in the
216 manner and amounts as specified below:

- 217 • Real property - for the full insurable replacement value against the hazards of fire special
218 form coverage; vandalism and malicious mischief; and, other property related loss.
- 219 • Personal property - for the replacement cost value against the hazards of fire, burglary,
220 theft, vandalism, and malicious mischief.

221
222 All insurance as specified herein shall be procured through a carrier satisfactory to the Grantee. The
223 Grantee shall not unreasonably withhold its approval of the Delegate's choice of carrier if all requirements
224 are being met.
225

226 Certificates of insurance and endorsements indicating specific hazards shall be on file with the Grantee
227 Finance & Administration Office within thirty (30) days of execution of this Agreement. Delegate shall give
228 the Grantee notice by registered mail at least thirty (30) days in advance of any modification or
229 cancellation of any policy of insurance.
230

231 h. Failure to Comply. In the event Delegate fails to perform in accordance with the indemnification
232 and insurance requirements clauses of this Agreement, or otherwise breaches any other clause,
233 the Grantee shall be entitled to recover legal fees, costs, and other expenses incident to securing
234 performance or incurred as a consequence of non-performance.
235

236 i. Notification. Delegate shall immediately notify Grantee by phone and in writing of any and all
237 incidents which result in a serious injury or death of a Head Start student, and the time, place,
238 and circumstances thereof, including identification of witnesses, if known. A copy of the
239 Department of Social Services "Unusual Incident/Injury Report (LIC 624)" shall be submitted by
240 Delegate to the Grantee as soon as it is completed or no later than twenty four (24) hours after
241 such incident, except in extraordinary circumstances in which case the report shall be submitted
242 within forty eight (48) hours.
243
244

245 **9. HOLD HARMLESS AND INDEMNIFICATION**

246 Delegate agrees to and does hereby indemnify and hold harmless the Grantee, its officers, agents and
247 employees from every claim or demand made, and every liability, loss, damage, or expense of any nature
248 whatsoever, which may be incurred by reason of:
249
250

- 251 a. Liability for damages for (1) death or bodily injury to persons, (2) injury to, loss or theft of
252 property, (3) any other loss, damage or expense sustained by Delegate or any person, firm or
253 corporation employed by Delegate arising out of or relating to the work called for under this

254 Agreement, except for liability resulting solely from the negligence or willful misconduct of the
255 Grantee, its officers, agents, volunteers, direct employees or independent contractors of the
256 Grantee; and

- 257
- 258 b. Any injury to, or death of persons, or damage to property caused by any act, negligence,
259 default or omission of Delegate or any person, firm or corporation employed by Delegate,
260 either directly or by independent contract, including all damages due to loss or theft, sustained
261 by any person, firm or corporation, including the Grantee, arising out of, or in any way
262 connected with the work covered by this Agreement, whether such injury or damage occurs
263 either on or off Delegate's premises, if the liability arose from negligent or willful misconduct of
264 an officer, agent, volunteer, employee, or independent contractor, direct or indirect, of the
265 Delegate.
 - 266
 - 267 c. Delegate, at its own expense and risk, shall defend any legal proceeding which may be brought
268 against the Grantee, its officers, agents or employees on any such claim or demand as set forth
269 in Paragraphs a. and b. above of this subsection, and pay and satisfy any judgment that may
270 be rendered against the Grantee and Delegate as it pertains to this subsection. The Grantee
271 shall have counsel of its own choice in any such proceeding. Delegate may not use any Head
272 Start or Early Head Start funds to defend itself in any legal proceeding unless prior approval
273 has been received from OCHS and ACF, if applicable.
 - 274

275

276 **10. FISCAL MANAGEMENT**

277 Delegate must meet the standards for a sound financial management system as set forth in 45 CFR 74,
278 Subpart C, 45 CFR 1301.10 –1301.21, 1301.20(c)(5), 1304.23(b)(1)(i), 1304.50(f), 1304.50(g)(2)
279 1304.52(d)(8) 1305.9, and other applicable federal and state regulations.

- 280
- 281 a. Financial Reporting System. Accurate, current and complete disclosure of the results of the Head
282 Start program shall be made in accordance with the provisions of this section. Financial reporting
283 shall comply with commercial auditing standards for Head Start-funded programs and shall be
284 maintained in such a manner as will minimize audit exceptions. In accordance with 45 CFR
285 1304.51(h)(1) and 1304.51(h)(2), the Delegate shall produce monthly financial reports for the
286 Board and Policy Committee on Head Start activities. These reports shall be submitted to the
287 Accounting Department of the Grantee and as an attachment to the minutes of their respective
288 meetings.

289

290 In support of the financial management system, Delegate shall have written accounting
291 procedures, which follow Federal Regulations and provide for consistent reporting of financial
292 transactions.

293

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

298

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

303

304 Payments to Delegate of Head Start funds will be done in accordance with the Delegate's budget
305 for the Program year. It is expected that the budget will reflect the appropriate funding for the
306 Delegate's Head Start program and that funds will be expended for allowable budgeted expenses.
307 The Grantee will, as stated elsewhere in this Contract, review Delegate program costs to insure
308 that funding is adequate and is being utilized as budgeted.
309

310 The Grantee reserves the right to reduce Delegates' current and/or future Grant funding if
311 Delegate consistently demonstrates that funding is in excess of what Delegate requires to
312 adequately fund its Head Start program and comply with applicable Performance Standards.
313

314 b. Annual Audits. Delegate shall have an annual audit, which conforms to OMB Circular A-133, 2
315 CFR Part 215 (formerly OMB Circular A-110), or OMB Circular A-102, and 45 CFR 1301.11. This
316 audit shall take place as soon as possible after the Delegate's fiscal year end, but within the time
317 period specified in OMB Circular A-133, or sooner if Delegate operates a co-located State
318 Preschool program which requires an earlier reporting period. If OCHS provides the Delegate
319 Agency more than fifty percent of its funding, the Delegate shall separate Head Start funding
320 from other sources of funding in its annual Audit. A copy of the organization-wide audit report,
321 with accompanying management letter, shall be provided to the Director of Finance of the
322 Grantee annually, within thirty (30) days after receipt of the Audit Report. Any non-compliance
323 issues must be addressed with a corrective action plan inclusive of a timeline for action, which
324 shall also be provided simultaneously to the Executive Director of the Grantee. The Delegate's
325 Board of Directors must approve the Corrective Action Plan and the appropriate action to ensure
326 all issues are corrected in a timely manner.
327

328 c. Payments/Reimbursements. Delegate shall limit payment requests to amounts needed to meet
329 immediate cash requirements, and shall limit excessive amounts in interest bearing accounts to
330 insure that cash assets are insured under FDIC rules, or that funds are collateralized by the
331 financial institution holding the funds for the Delegate. Delegate shall be mindful of and adhere
332 to the limitations in its own rate of withdrawal of funds under the approved program budget and
333 of the requirement to liquidate all obligations within two (2) calendar months (60 calendar days)
334 after expiration of the contract. Delegate is responsible for obtaining all outstanding invoices for
335 goods and services from vendors to ensure obligations are liquidated within this time period. No
336 obligations or payment of liquidations will be allowed after this sixty (60) calendar day period.
337

338 Reimbursements by the Grantee to the Delegate shall be made in accordance with the policies,
339 procedures, and standards established by the Grantee. The Grantee shall not unreasonably withhold
340 reimbursements. The Grantee shall make payment under this Agreement only after timely receipt of
341 Delegate's Invoice for Reimbursement, which shall be consistent with the approved budget. Such invoices
342 must be accurate and reflect the financial activity of the period covered by the invoice. All costs shall be
343 supported by properly propagated and executed payrolls, time records, invoices, contracts, vouchers, non-
344 federal share documentation, or other official documentation, which shall be at the sole discretion of the
345 Grantee, evidencing in proper detail the nature and propriety of the charge. The Grantee reserves the
346 right to withhold reimbursement or advance payments if supporting documentation for federal and non-
347 federal share is inadequate or late. Advance payments shall be made at the sole discretion of the Grantee
348 or as mutually agreed upon by Grantee and Delegate, and shall be limited to estimated expenditures for
349 the succeeding thirty (30) day period, less unexpended funds advanced in the previous period.
350 Expenditures that exceed allowable budget flexibility will not be reimbursed, unless prior written approval
351 from the Grantee has been obtained. No funds identified in this Agreement shall, without advance written
352 approval of Grantee, be obligated before the beginning of the term or after the ending of the term.
353

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

356
357 Delegate will be liable for and will repay to Grantee any amounts expended under this Agreement found
358 not to be in accordance with the Head Start program and the provisions of this Agreement including, but
359 not limited to, disallowed costs. Such repayment will be from sources of funds other than those funds
360 received under this Agreement.

361
362 If the Delegate anticipates savings at year end and would like to use those funds for items totaling over
363 Five Thousand Dollars (\$5,000) not budgeted in the original grant application, a formal written request
364 with an accompanying budget must be submitted to the Grantee no later than ninety (90) days in advance
365 of year end explaining the reasons for surplus funds, assuring surplus funds are not due to under-
366 enrollment and the proposed reallocation of those funds. If acceptable to the Grantee, the Delegate's
367 formal request will be forwarded to ACF by the Grantee within forty five (45) days of year-end for
368 approval.

369
370 Non-Federal Share. Delegate shall contribute a non-federal share to the program, which meets or
371 exceeds twenty five percent (25%) of the federal share as outlined in the approved budget. Delegate
372 shall accumulate and record the non-federal share on a monthly basis and submit the status report on a
373 monthly basis to the Finance and Administration office of the Grantee, as specified in the "Orange Book"
374 and other documents, which are located on the OCHS website.

375
376 Delegate shall issue a standard schedule for valuation of volunteer services that is approved by the Policy
377 Committee and its subsequent Finance Committees. Volunteer services reported as a non-federal match
378 for the Head Start program shall conform to the standard schedule based on the approved application for
379 funding. Beginning July 1, 2007, Parent Transportation time and mileage may no longer be used as part
380 of the non-federal match. Beginning July 1, 2011, home visit space and socializations may no longer be
381 used as part of the federal match as well.

382
383 Allowable Costs. Delegate is responsible for establishing and maintaining a system for determining
384 the reasonable, allowable and allocable nature of costs in accordance with "Cost Principles for Nonprofit
385 Organizations", 2 CFR Part 230 (formerly OMB Circular A-122), if Delegate is a non-profit organization, or
386 2 CFR Part 225 (formerly OMB Circular A-87), "Cost Principles for State and Local Governments", if
387 Delegate is a local governmental agency.

388
389 Delegate shall only expend Head Start funds consistent with the purposes identified in the approved
390 Budget and Cost Allocation Plan and shall not transfer funds except as provided herein.

391
392 Procurement Standards. Delegate may utilize a procurement system, including applicable policies,
393 regulations and procedures, developed by the Delegate providing that procurements are made in
394 accordance with the provisions of 45 CFR 74.40 – 74.48.

395
396 Cost Allocation Study and Plan In accordance with 2 CFR Part 230, Delegate is required to execute
397 a formal Cost Allocation study that identifies the time spent by Delegate Agency staff working in the Head
398 Start program and other Delegate programs (such as State Preschool). The purpose is to confirm the
399 accuracy of the costs of staff allocated to the Head Start program. This study is a major component of the
400 Grantee's funding award and must be completed by Grantee and all Delegates. The Cost Allocation Plan
401 must be completed and submitted to the Grantee by August 31st of each program year. Grantee can and
402 will provide methodology, technical assistance and other support to Delegate in meeting this requirement.

403

404 Quarterly Financial Projections. Delegate will provide OCHS with quarterly financial projections,
405 beginning with the quarter ending September 30 of each year and for each quarter of the Grant year
406 covered by this Contract. This report will show Delegate's actual spending YTD and a projection of the
407 anticipated spending for the remaining months of the Contract year. Delegate will identify specific areas
408 where Grant funds are projected to be spent by the Delegate.
409

410 These reports will be forwarded to the Accounting Department of OCHS, to the attention of the Financial
411 Analyst, no later than thirty (30) days following the end of each calendar quarter.
412

413

414 **11. LIMITATION OF DEVELOPMENT AND ADMINISTRATIVE COSTS**

415 In accordance with the provisions set forth in 45 CFR 1301.32, the costs of developing and administering
416 a Head Start program shall not exceed fifteen percent (15%) of the total costs of the program. Costs in
417 excess of the fifteen percent (15%) limitation may be disallowed at the discretion of the Grantee.
418

419 The total cost of the Head Start program operated hereunder is the total of Delegate's allocation covered
420 by the "Notice of Grant Award" and the non-federal share, including cash value of in-kind contributions,
421 which are included in the approved budget for the current budget year.
422

423

424 **12. FINAL REPORT**

425 All obligations incurred in the performance of this Agreement must be reported to the Grantee within sixty
426 (60) days following the termination of this Agreement to be binding upon Grantee for reimbursement.
427 Timely reporting of such obligations or debts shall be the sole responsibility of the Delegate. Delegate
428 agrees to cooperate fully with Grantee to ensure that the program authorized in this Agreement is closed-
429 out within the sixty (60) days. All unexpended funds shall revert to Grantee.
430

431

432 **13. MONITORING**

433 Delegate shall establish and implement procedures for the ongoing monitoring of their program operations
434 and management systems (including communication, planning, record-keeping, and reporting, monitoring,
435 human resources, ERSEA, and governance) to ensure that all applicable Head Start administrative and
436 program Performance Standards are met. Delegate will utilize the Grantee's system of ongoing monitoring
437 as defined in the Grantee's Service Area Plans, Policies and Procedures, as adapted to fit the Delegate's
438 organizational structure.
439

440 Delegate must make data and reports from the delegate's own monitoring system available to the Grantee
441 for review.
442

443 In addition, Delegate will comply with the Grantee's ongoing monitoring of the Delegate program
444 operations and management systems (including communication, planning, record-keeping and reporting,
445 monitoring, human resources, ERSEA and governance in accordance with the OCHS Monitoring
446 Procedures and as required in 45 CFR 1304.51(i)(2), CFR 74.51, 641A(g)(3) and Act Section
447 642(c)(E)(VII-VIII).
448

449 If the Delegate is determined by the Grantee to have a non-compliance or a deficiency, the Delegate
450 must:

- 451 • Within thirty (30) calendar days from the day the Period Monitoring Report (PMR) is received by
452 the Delegate agency from the Grantee, develop a Corrective Action Plan (CAP), that shall be
453 subject to the approval of the Grantee, that shall specify:
 - 454 ○ the non-compliances or deficiencies to be corrected;

- the actions to be taken to correct such non-compliances or deficiencies;
- the persons responsible for correcting the non-compliances or deficiencies;
- the timetable for accomplishment of the corrective actions specified, and
- include documentation of Board and Policy Committee approval (approvals may be submitted up to forty five (45) calendar days from the day the PMR was received by the Delegate if additional time is needed).

Not later than thirty (30) calendar days after receiving the CAP from the Delegate, the Grantee shall either approve such proposed plan or specify the reasons why the proposed plan cannot be approved.

Delegate must correct each non-compliance or deficiency identified not later than the date for correction of such deficiency specified in such plan (which shall not be later than six months after the date the Delegate received notice of the determination of the specific non-compliance or deficiency to be corrected in Period 1, or upon completion of Pre-service training of the following program year for non-compliances or deficiencies identified in Period 2). Delegate shall re-submit the CAP to the Grantee indicating validation steps for each non-compliance or deficiency. Grantee may require shorter deadlines for corrective actions depending on the nature or severity of the findings (e.g., health and safety, fiscal issues). On or before this date, the Delegate Board shall send a letter to the Grantee confirming that the non-compliances or deficiencies have been corrected.

Grantee may require that supporting documentation is submitted with the CAP to validate that the corrective actions have taken place.

Failure to correct the non-compliances or deficiencies within the required timeframe may result in the Grantee issuing the Delegate a notice of deficiency, as defined in the Improving Head Start for School Readiness Act of 2007, Section 637(2)(C). See item 37 of this Agreement.

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

In addition, within thirty (30) calendar days from the day each Itemized Monitoring Report (IMR) is received by the Delegate agency, Delegate shall provide the Grantee, electronically, validation of correction and/or completion of individual concerns as detailed in the IMR, along with supporting documentation that substantiates the correction and/or completion of each concern. Any IMR findings not validated (i.e., corrected, completed or sufficient follow-up shown based on agency policy) within the designated thirty (30) calendar day period will be considered a monitoring finding for the monitoring period reviewed.

For any immediate Health and Safety concerns identified, Delegate shall provide the Grantee with a report of all non-compliance issues and corresponding corrective action plan within forty eight (48) hours from the time the health and safety concern was reported by the Grantee to the Delegate agency. Grantee may require Delegate to correct the deficiency immediately if the Grantee finds that the deficiency threatens the health or safety of staff or program participants or poses a threat to the integrity of Federal funds.

Delegate shall make data reports available to the Grantee as part of the ongoing monitoring process or anytime as requested.

If ongoing monitoring results in a designation of "deficiency", as defined in The Head Start Act, Section 637(2), of the Delegate, the Delegate may be subject to termination of this Agreement, defunding, or any other remedy available to OCHS. See item 37 of this this Agreement.

506 By the 5th day of each month, Delegate shall submit to the Grantee a Program Information Summary
507 report for the month prior, including required validation documents generated from the Child Plus data
508 management system as listed in Attachment A. All incomplete or inaccurate reports will be sent back to
509 the delegate agency to correct and re-submit to the grantee. Inaccurate, late or missing reports may be
510 considered a monitoring finding for the monitoring period reviewed.

511
512 Delegate shall submit a report of the status of completed sensory, developmental and behavioral
513 screenings for newly enrolled children no later than two weeks after the 45th day of services as calculated
514 from the day designated by the agency as the first day children enter the program for the new program
515 year. Subsequently, for each month following the submission of this report, Delegate must report this
516 information as part of the monthly Program Information Summary submitted to the Grantee. (See
517 Appendix A.)

518
519 Delegate must establish and designate timelines for services to children and families in their service area
520 plans, policies and procedures as follows:

- 521 ○ Delegate must initiate the family partnership process with each family within the first thirty (30)
522 calendar days of each child's entry into the program and establish timelines for the goal setting
523 process.
- 524 ○ Delegate must complete the first family partnership agreement with each family by January 15th
525 of each program year.
- 526 ○ Delegate must establish timelines for follow-up with families with outstanding health
527 documentation, or health or nutrition concerns.

528
529 Delegate must establish a service area plan, policy and procedure to address Child Supervision.

530
531 Delegate shall enter all required Program Information Report (PIR) data into the Head Start Enterprise
532 System (HSES) annually by July 31st. All incomplete or inaccurate reports will be sent back to the delegate
533 agency to correct and re-submit to the Grantee.

534
535 Delegate shall maintain up-to-date and accurate information on the Head Start Enterprise System (HSES)
536 at all times, including the Contacts, Programs, Centers and Facilities sections of the system.

537
538 The Delegate must make its governing body, Policy Committee and other parents, staff,
539 records/documents/communications and facilities available for review. Failure to do so may result in OCHS
540 employing any remedies available to it, including termination of the contract.

541
542
543 **14. PROGRAM SELF-ASSESSMENT**

544 Delegate shall conduct a comprehensive Self-Assessment annually, inclusive of program services and
545 management systems (including fiscal, communication, planning, record-keeping and reporting,
546 monitoring, human resources, ERSEA and governance). In addition, Delegate shall use the Self-
547 Assessment in the establishment of program goals for improving the school readiness of children
548 participating in the program, including school readiness goals that are aligned with the Head Start Child
549 Outcomes Framework, State early learning standards as appropriate, and requirements and expectations
550 of the schools the children will be attending.

551
552 In Years 1, 2, 4 and 5 of the planning cycle, each delegate agency shall conduct their own agency Self-
553 Assessment. In Year 3, a countywide Self-Assessment, involving the grantee and all delegate agencies,
554 will be conducted.

555

556 The Office of Head Start Monitoring Protocols and/or The Self-Assessment Guide, in conjunction with the
557 Classroom Assessment Scoring System (CLASS) instrument and Early Childhood Rating Scale (ECERS) are
558 the recommended assessment instruments. At a minimum, the Delegate's Self-Assessment shall cover all
559 items specified in 45 CFR 1304.51(i)(1) and Act Section 641A(g) and provide training to the Self-
560 Assessment team which must include parents and community members.
561

562 In Years 1, 2, 4 and 5, Delegate will inform the Grantee of the scheduled date and process to be used for
563 the Self-Assessment no later than October 31st of the Contract year. Delegate's Self-Assessment must be
564 completed no later than February 15th of the contract year.
565

566 Delegate will submit their Self-Assessment report of findings and Corrective Action Plan (CAP) for non-
567 compliance items to the Grantee no later than thirty (30) calendar days from the completion of the Self-
568 Assessment and with Board and Policy Committee approvals.
569

570 In Year 3, upon the completion of the Self-Assessment, the grantee will provide the delegate with a Self-
571 Assessment report indicating concerns and non-compliances requiring a Corrective Action Plan (CAP) as
572 listed above. The CAP will be due to the grantee no later than thirty (30) calendar days after the report
573 was received by the Delegate agency.
574

575 The CAP, that shall be subject to the approval of the Grantee, shall specify:

- 576 ○ the non-compliances or deficiencies to be corrected;
- 577 ○ the actions to be taken to correct such non-compliances or deficiencies;
- 578 ○ the persons responsible for correcting the non-compliances or deficiencies; and
- 579 ○ the timetable for accomplishment of the corrective actions specified, and
- 580 ○ Board and Policy Committee approval (may be submitted up to forty five (45) calendar days
581 form the day the PMR was received by the Grantee if additional time is needed).
582
583

584 Not later than thirty (3) calendar days after receiving the CAP from the Delegate, the Grantee shall either
585 approve such proposed plan or specify the reasons why the proposed plan cannot be approved.
586

587 Delegate must correct each non-compliance or deficiency identified not later than the date for correction
588 of such deficiency specified in such plan (which shall not be later than six months after the date the
589 Delegate received notice of the determination of the specific non-compliance or deficiency to be
590 corrected). Delegate shall validate each corrective action on the original CAP which Delegate will re-submit
591 to the Grantee. Grantee may require shorter deadlines for corrective actions depending on the nature or
592 severity of the findings (e.g., health and safety, fiscal issues). On or before this date, the Delegate Board
593 shall send a letter to the Grantee confirming that the non-compliances or deficiencies have been
594 corrected.
595

596 Failure to correct the non-compliances or deficiencies within the required timeframe may result in the
597 Grantee issuing the Delegate a notice of deficiency, as defined in the Improving Head Start for School
598 Readiness Act of 2007, Section 637(2)(C). See item 37 of this Agreement.
599

600 In addition, Delegate shall provide the Grantee with validation of correction and/or completion of
601 concern, along with supporting documentation that substantiates the correction and/or completion of each
602 concern, as detailed in the Itemized Monitoring Reports (IMR), within thirty (30) calendar days from the
603 day the report was received by the delegate agency. Any IMRs not corrected and/or completed within the
604 designated thirty (30) day period will be considered a monitoring finding for the monitoring period
605 reviewed.
606

607 For any identified immediate Health and Safety concerns Delegate shall provide the Grantee with a report
608 of all non-compliance issues and corresponding corrective action plan within forty eight (48) hours from
609 the time the health and safety concern was reported by the Grantee to the Delegate agency. Grantee may
610 require Delegate to correct the deficiency immediately if the Grantee finds that the deficiency threatens
611 the health or safety of staff or program participants or poses a threat to the integrity of Federal funds.
612

613 Delegate may request technical assistance from the Grantee to develop appropriate corrective plans for
614 non-compliance items identified during the assessment process.
615

616 **15. COMMUNITY ASSESSMENT**

618 One community assessment, initiated, developed and funded by the Grantee, will be utilized for Orange
619 County. Delegate will participate in the planning and design of the Community Assessment. Delegate will
620 provide on a timely basis such information as requested by the Grantee and referenced in 1305.3(c)
621 regarding the Delegate's assigned service/recruitment area(s) as well as data on child outcomes and
622 family characteristics. Delegate will provide this information for their service/recruitment area in Years 1,
623 2, 3, 4 and 5 of the funding cycle as part of their annual request for re-funding.
624

625 **16. RISK MANAGEMENT**

627 The Grantee and Delegate will schedule and hold Risk Management Meetings with the Delegate as
628 needed. Delegate will be expected to play an active role in this process. The purpose of this meeting is to
629 recognize program strengths, identify risks outlined in 45 CFR 1307, identify whether the Delegate is
630 meeting the requirements under this Agreement, and/or to prevent or reduce risks through early
631 identification of areas of performance that need improvement. The outcome of this meeting will be a
632 comprehensive action plan that addresses areas in need of support and improvement, in an effort to guide
633 ongoing monitoring, Training and Technical Assistance, and the refunding process. Key program and
634 administrative staff of the Grantee and Delegate, including Board and Policy Council/Committee
635 representatives, will attend and participate in this process. Additional meetings will be held as needed to
636 gauge progress in meeting goals or sustaining improvements.
637

638 **17. PERSONNEL AND GENERAL ADMINISTRATION**

640 Delegate shall establish and maintain a system for the management of personnel employed under the
641 Head Start program. The Policy Committee and the governing board shall approve this system and
642 minutes of approval shall be sent to the Grantee. The system shall be reviewed by the Grantee and ACF
643 to assure the Performance Standards and State Licensing requirements are being followed in accordance
644 with 45 CFR 1301.30, General requirements, and 1301.31, Personnel policies. Delegate is advised that
645 the Grantee must approve or disapprove the process used to employ the following positions, if funded by
646 Head Start or Early Head Start at fifty one percent (51%) or more of the salary, either from direct or
647 indirect funds: Executive Director, Head Start Director, Director of Human Resources, Chief Fiscal Officer,
648 and any other person in an equivalent position with the Delegate.
649

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

652 As stated in 1304.52(k) (1) (2) (3) (4), Grantee and Delegate Agencies must provide training for all Head
653 Start staff. Training and Technical Assistance shall be available to the Delegate and shall be provided by
654 the Grantee to enhance program quality. Delegate Agencies must request this training and technical
655 assistance in writing, using the Delegate request for T/TA form, and only from the Executive Director of
656 the Grantee Agency. Delegates may be required to have appropriate staff attend any offered pre-service
657 and in-service training or technical assistance provided by the Grantee. In addition, T&TA monies will be

658 allocated to Delegate for individualized training for staff as Delegate deems necessary upon submission of
659 an approved T&TA plan. Funds will be disbursed upon submittal of a request for payment only after the
660 T&TA plan has been submitted.

661 **19. DATA COLLECTION SPECIFICATIONS:**

662 Each Delegate is responsible for collecting, analyzing, and creating actions plans on Child Outcomes data
663 (three (3) times a contract year) and the annual Program Information Report (PIR). The Delegate Agency
664 must submit its Child Outcomes data to the grantee and action plan within thirty (30) calendar days of
665 each assessment period. The Delegate Agency must submit the Head Start PIR to the Grantee by July
666 31st, prior to submission to the national contractor. Grantee will review all necessary PIR information for
667 accuracy and will officially transmit the document to the national contractor.

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670 **20. GOVERNANCE**

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

- 675 a. Not less than one (1) member shall have a background and expertise in fiscal management or
676 accounting.
- 677 b. Not less than one (1) member shall have a background and expertise in early childhood education
678 and development.
- 679 c. Not less than one (1) member shall be a licensed attorney familiar with issues that come before
680 the governing body.
- 681 d. Additional members shall—
- 682 i. reflect the community to be served and include parents of children who are currently, or
683 were formerly, enrolled in Head Start programs; and
- 684 ii. are selected for their expertise in education, business administration, or community affairs.
- 685 e. Exceptions shall be made to the requirements of clauses (a) through (d) for members of a
686 governing body when those members oversee a public entity and are selected to their positions
687 with the public entity by public election or political appointment.
- 688 f. If a person described in clause (i), (ii), or (iii) is not available to serve as a member of the
689 governing body, the governing body shall use a consultant, or another individual with relevant
690 expertise, with the qualifications described in that clause, who shall work directly with the
691 governing body.

692 Members of the governing body shall--

- 693 a. not have a financial conflict of interest with the Head Start agency (including any delegate
694 agency);
- 695 b. not receive compensation for serving on the governing body or for providing services to the Head
696 Start agency;
- 697 c. not be employed, nor shall members of their immediate family be employed, by the Head Start
698 agency (including any delegate agency); and
- 699 d. operate as an entity independent of staff employed by the Head Start agency.
- 700
- 701 • EXCEPTION- If an individual holds a position as a result of public election or political
702 appointment, and such position carries with it a concurrent appointment to serve as a
703 member of a Head Start agency governing body, and such individual has any conflict of
704 interest described in clause b or c above.
 - 705 o such individual shall not be prohibited from serving on such body and the Head
706 Start agency shall report such conflict to the Secretary; and

- if the position held as a result of public election or political appointment provides compensation, such individual shall not be prohibited from receiving such compensation.

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

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

RESPONSIBILITIES:

The governing body shall:

- a. have legal and fiscal responsibility for administering and overseeing the Agency's Head Start program. Each governing body (Board of Directors/Education) must ensure that appropriate internal controls are established and implemented to safeguard Federal funds.
- b. adopt policies that assure active, independent, and informed governance of the Head Start agency, including practices consistent with subsection (d)(1), and fully participate in the development, planning, and evaluation of the Head Start programs to ensure a high quality program;
- c. be responsible for ensuring compliance with Federal laws (including regulations) and applicable State, tribal, and local laws (including regulations); and
- d. be responsible for reviewing and approving all major policies, including—
 - i. annually establishing procedures and criteria for recruitment, selection, and enrollment of children;
 - ii. annually establishing procedures and guidelines for accessing and collecting information and using the information in program planning;
 - iii. annually evaluating and making changes, if needed, to the personnel policies, and subsequent changes, regarding the hiring, evaluation, termination, and compensation of agency employees;
 - iv. annually approving the program's long and short range goals and objectives; and
 - v. developing procedures for how members of the policy committee are selected.
- e. be responsible for reviewing and approving other activities, including—
 - i. the program's Child Outcomes results and quality action plans (three (3) times per year)

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- i. the program's annual self-assessment and corrective action plans;
 - ii. the program's annual community needs assessment, including updates;
 - iii. the program's annual financial audit;
 - iv. financial management, accounting, and reporting policies, and compliance with laws and regulations related to financial statements, including the—
 - o approval of all major financial expenditures of the agency;
 - o selection (except when a financial auditor is assigned by the State under State law or is assigned under local law) of independent financial auditors who shall report all critical accounting policies and practices to the governing body; and
 - o monitoring of the agency's actions to correct any audit findings and of other action necessary to comply with applicable laws (including regulations) governing financial statement and accounting practices;
 - v. personnel policies and procedures, including policies and procedures regarding the hiring, evaluation, compensation, and termination of the Executive Director, Head Start Director, Director of Human Resources, Chief Fiscal Officer, and any other person in an equivalent position with the agency;
 - vi. establishing, adopting, and periodically updating written standards of conduct that establish standards and formal procedures for disclosing, addressing, and resolving—
 - any conflict of interest, and any appearance of a conflict of interest, by members of the governing body, officers and employees of the Head Start agency, and consultants and agents who provide services or furnish goods to the Head Start agency; and
 - complaints, including investigations, when appropriate; and
 - to the extent practicable and appropriate, at the discretion of the governing body, establishing advisory committees to oversee key responsibilities related to program governance and improvement of the Head Start program involved.
 - f. review, approve, and sign:
 - i. all applications for Head Start funding as well as amendments to the applications prior to submission to the grantee;
 - ii. the annual contract;
 - iii. the agency's progress in carrying out the programmatic and fiscal provisions in such delegate's grant application, including implementation and completion of corrective action steps for areas of non-compliance(s) or deficiency(ies) as determined by the grantee or the Department of Health and Human Services, Administration for Children and Families (ACF) through monitoring.
 - g. establish procedures that ensure the sharing of accurate and regular information for use by the governing body and policy committee about program planning, policies, and Head Start operations, including maintaining governance reports with agendas, minutes and attachments that include:
 - i. Monthly financial statements including administrative costs, non-federal share, and credit card expenditures;
 - ii. Monthly program information summaries (as given to the grantee in the monthly progress report);

- iii. Monthly program reports regarding enrollment, attendance and current waitlists;
 - iv. Monthly meals and snacks provided through the Department of Agriculture;
 - v. Monthly communication from the Secretary (Office of Head Start);
 - vi. the Agency's annual Program Information Report (PIR)
- h. The Delegate must provide, at least on a quarterly basis, a projection of estimated costs needed to provide quality services to children and families through the end of the contract period.
 - i. Ensure that the Delegate Agency employs, or obtains the services of, a qualified fiscal officer. In addition, Delegate must endeavor to recruit one or more Board members who possess sufficient financial background and expertise to provide appropriate oversight and review of financial reports of the Delegate Agency, as well as the independent audit.
 - j. Ensure that Delegate is utilizing an appropriate cost allocation plan that is based on actual staffing patterns, program usage, or other appropriate methodology.
 - k. Ensure that all governing body policies and procedures are revised and updated as new laws and regulations are enacted or promulgated or due to changing economic conditions (including that the Board of Directors complies with the language in the Head Start Act of 2007).
 - l. Ensure that all requests requiring advanced approval or budget adjustments are submitted to the grantee and receive appropriate approvals by OCHS (and ACF, when necessary) prior to taking any programmatic or fiscal actions.

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

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

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

Delegate must follow the requirements set forth in 45 CFR Parts 1305 for the eligibility, recruitment, selection, enrollment and attendance of program participants. The Grantee assigns each Delegate specific recruitment areas for delivery of Head Start services to eligible children and their families as defined in the attached amendment. The purpose of recruitment areas is to provide definition of geographical boundaries for each Delegate providing services under a contract with the Grantee.

Recruitment areas facilitate the ability of parents and the community to identify the responsible delegate agency for providing service to eligible children, and place responsibility on Delegate for dedicating efforts and resources within the specific geographical area. The Delegate may not willfully recruit children residing outside of their assigned recruitment area(s). Grantee retains the right to reduce Delegate Agency funding for services to children outside of the Delegate's assigned recruitment area(s). In such cases where a Delegate cannot serve all Head Start eligible children within its recruitment area, the Grantee maintains the rights to serve such children. The Delegate may enroll a maximum of ten percent (10%) children whose family income exceeds one hundred percent (100%) of the Federal Poverty Guidelines. This is a maximum and any child enrolled that exceeds this maximum will be considered an "erroneous payment" and a disallowance. Delegate's Governing Board and Policy Committee must approve or disapprove the agency's ERSEA policy. In order for the Delegate to enroll children under

855 640(a)(1)(B)(iii)(II), whose families have incomes between one hundred percent (100%) and below one
856 hundred and thirty percent (130%) of the poverty line, Delegate must show that it has established and
857 implemented outreach and enrollment policies and procedures that ensure the agency is meeting the
858 needs of income eligible children prior to meeting the needs of the children eligible in this category.
859

860 Full enrollment for the Delegate must be reflected in the ChildPlus report for the Delegate's student
861 enrollment on the first day of their enrollment year, and such report, with waitlist data, must be
862 submitted to the Grantee no later than September 31st. Under no circumstances shall the Delegate
863 practice over-enrollment in any classroom in which actual attendance exceeds the preferred child-adult
864 ratios and class size. In the event the Delegate fails to report one hundred percent (100%) full enrollment
865 in the ChildPlus enrollment reports for the Delegate or fails to maintain one hundred percent (100%) full
866 enrollment of its funded slots for any period beyond thirty (30) consecutive days, the Grantee may in its
867 sole discretion deem the Delegate to be in breach of this Agreement and defund or deobligate the
868 Delegate solely with respect to the class in question so long as said class breach remains. Grantee may
869 also determine the Delegate to be in non-compliance or deficiency status and/or place Delegate on
870 probation, as further referenced in item 37 of this Agreement.
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873 **22. ACF/DHHS HEAD START GUIDELINES FOR ENROLLMENT OF CHILDREN WITH**
874 **DISABILITIES**

875 In accordance with the provisions of Head Start Act, 42 U.S.C. § 9837, Section 640(d)(1) , Delegate must
876 ensure that not less than 10 percent (10%) of the total number of children actually enrolled in the
877 Delegate program are children with disabilities. Delegate agencies must document that, from January 30th
878 of each program year through the end of the program year, it maintains an enrollment of children with
879 disabilities that is at least 10 percent (10%) of its total funded enrollment. Children reported as disabled
880 must be diagnosed by an appropriate professional and exhibit one or more of the disabling conditions
881 described in 45 CFR 1305.2 (a) or 45 CFR 1308.7, and shall require special education and related services.
882 All services provided by Delegate must follow the requirements set forth in 45 CFR 1308, Head Start
883 Program Performance Standards on Services for Children with Disabilities. Failure to comply with these
884 requirements will result in the Delegate being placed on an improvement plan for the non-compliance,
885 and if not corrected within designated time frames, may result in the Grantee issuing the Delegate a
886 notice of deficiency, as defined in the Improving Head Start for School Readiness Act of 2007, Section
887 637(2). See item 37 of this Agreement.
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890 **23. PRIOR APPROVALS REQUIRED**

891 In addition to the items listed below, other changes to the approved work project require forty five (45)
892 day prior written approval from the Grantee, as set forth in the program regulations listed in Section 4 in
893 this Agreement or other terms of this award. These include, but are not limited to, the following:
894

895 a. Budget Changes

- 896
897 i. Items with a unit cost of Five Thousand Dollars (\$5,000) or more, not identified in the current
898 approved budget.
899 ii. Alterations and renovations to facilities exceeding Five Thousand Dollars (\$5,000) not
900 identified in the current approved budget, including whole projects as opposed to
901 disaggregating a project into smaller projects.
902 iii. Any budget revision that is (1) an aggregated excess of Five Thousand Dollars (\$5,000) in
903 any one line item, (2) for any costs relating to needed construction, renovation, equipment,
904 and legal fees, not previously approved in the current grant application, and/or (3) the result

- 905 of a general-purpose increase such as supplemental funding for COLA, Quality, Program
906 Improvement and Program Expansion.
907 iv. Revisions that affect the parent involvement funds.
908

909 b. Program Changes

- 910
911 i. Changes in Delegate's executive director, project director, finance director, Head Start director
912 or program coordinator or other key persons specified in the application or award document.
913 ii. The absence for more than three (3) months or a twenty five percent (25%) reduction of time
914 devoted to the project by the approved project director or program coordinator.
915 iii. Changes in the location of facilities.
916 iv. Revision to approved program options, including changes in hours of operation and length of
917 operating year, or an increase or decrease in the numbers of children served in any program
918 option(s).
919 v. Changes in project scope or objectives. Changes in the scope or objectives that may result in
920 a significant alteration of the approved program activities, change in the direction of the
921 project, the types of services to be delivered, the number of beneficiaries to be served, or
922 training to be provided.
923 vi. Any request for budget and/or program changes requires evidence of Policy Committee and
924 Governing Board approval in writing.
925

926 c. Other Required Approvals

927 The following items require prior written approval by the Grantee if funds have not been allocated
928 in the approved budget for the current year.
929

- 930 i. Contracts for any legal services, subject to 45 CFR 1303.3.
931 ii. Any Contracts for which the aggregate expenditure is expected to exceed Twenty-Five
932 Thousand Dollars (\$25,000).
933

934 The Grantee will review requests and will notify Delegate in writing of approval or non-approval within
935 fifteen (15) working days from the date of receipt of a request. Notification of non-approval shall include
936 the reason the request was denied. If the request is still under consideration, the Grantee will notify
937 Delegate in writing as to when to expect a decision. If ACF approval is required, the Delegate will be
938 notified of ACF's decision when received.
939

940 d. Disallowances

941 Any action taken by Delegate before receiving required prior written approval from either OCHS or
942 ACF, if applicable, is subject to disallowance.
943
944

945 **24. REPORTING REQUIREMENTS**

946 Delegate agencies shall submit required reports to the Grantee in a timely manner. Submission of such
947 reports is specified in Attachment A, Required Documents, attached hereto and made a part hereof.
948 Other periodic reports may be required by the Grantee from time to time. These reports shall be
949 submitted in accordance with instructions provided by the Grantee. All reports shall be submitted on
950 forms provided by the Grantee, which are located on the OCHS website, where such forms are applicable,
951 and within the time period specified by the Grantee. The grantee reserves the right to ask for additional
952 reports, documents, data at any time. Failure to comply with these requirements will result in the
953 Delegate being placed on an improvement plan for the non-compliance, and if not corrected within
954 designated time frames, may result in the Grantee issuing the Delegate a notice of deficiency. See item 37
955 of this Agreement.

956 The ChildPlus.net System is required to be used by all delegate agencies for all data collection, reporting,
957 tracking and monitoring of all program services for children and families. Such records shall be maintained
958 in Child Plus as the primary recordkeeping system and actual paper file records must be consistent with
959 Child Plus which is kept current at all times. All child and family information must be entered into the
960 system and reconciled at least weekly. Delegate must establish a service area plan, policy and procedure
961 to address Recordkeeping and Reporting which includes staff responsible for entering, maintaining and
962 reporting data. Child Plus is to be used to generate information and reports related to Health, Mental
963 Health, Disabilities, Nutrition, Family and Community Engagement, Child Development and Education,
964 ERSEA, and for Program Information Reports. These reports shall inform the delegate when completing its
965 monthly progress report to the grantee and must be used to monitor the program for effectiveness and
966 quality of services to children and families. This information shall be retained with the monthly progress
967 report at the delegate for monitoring purposes. Specific reports shall be submitted to the Grantee monthly
968 as indicated on Attachment A or anytime upon request. . All such records shall be available to Grantee,
969 including Grantee designated accountants, monitors and auditors.

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972 **25. DELINQUENT REPORT SUBMISSION**

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

979
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981 **26. CONTRACT PROVISIONS**

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

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987 **27. PROPERTY MANAGEMENT**

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

994
995 Delegate must take a physical inventory at least once every two (2) years. In addition to the asset listing,
996 the inventory report must include (1) the date of the physical inventory, and (2) the name and signatures
997 of employees who performed the inventory. This report shall be maintained by Delegate and used to
998 confirm the Delegate's physical asset listing, which is to be submitted to the Grantee quarterly.

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1001 **28. FACILITIES**

1002 Delegate shall not open a new site, relocate or replace an existing site, or add or delete a class and/or
1003 classes, without (1) prior written approval of the Grantee and (2) only within the Delegate's assigned
1004 geographic service area. All facilities must be in compliance with 45 CFR 1304.53 and must possess all
1005 required licenses and clearances. Grantee will not fund a Delegate for an unlicensed facility.

1006

1007 In addition, if it is found that a facility does not comply with 45 CFR 1304.53, or is not covered by current
1008 clearances from the local fire, health, and building and safety departments, or is not licensed by the
1009 Department of Social Services, a written notice of non-compliance shall be issued to Delegate and Head
1010 Start operations in that building must cease immediately. The Delegate must immediately begin
1011 corrective action to bring the building into compliance and an alternative plan for serving children must be
1012 approved by the Grantee. Requests to purchase, construct or implement major renovations to a Head
1013 Start facility must be made to the Grantee and follow all requirements set forth in 45 CFR Part 74.31-33
1014 and 45 CFR 1309 – Head Start Facilities Purchase.
1015
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1017 **29. RECORD RETENTION AND ACCESS REQUIREMENTS FOR RECORDS**

1018 Delegate shall maintain all Head Start Delegate records in accordance with the provisions set forth in 45
1019 CFR Part 74.53 and other applicable sections of 45 CFR Parts 1301-1310 and Delegate may refer to OCHS
1020 SAPPF FI-04 – OCHS Record Retention in establishing its own record retention policy and procedures.
1021
1022

1023 **30. PROHIBITION AGAINST USE OF HEAD START FUNDS TO INFLUENCE LEGISLATION OR**
1024 **APPROPRIATIONS**

1025 No part of any funds under this Agreement shall be used to pay the salary or expenses of any contractor,
1026 or agent acting for the Delegate or the Delegate's Board, staff, or other representative to engage in any
1027 activity designed to influence legislation or appropriation pending before the Congress, or for the election
1028 of, or defeat of, any governmental official or candidate at any local, county, State, or Federal level.
1029
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1031 **31. PATENTS**

1032 Any discovery, invention, or intellectual property arising out of, or developed in the course of work aided
1033 by this Agreement, shall be properly and fully reported to the Grantee for determination by the Grantee
1034 and ACF/DHHS as to whether the patent protection on such discovery, invention or intellectual property
1035 should be sought and how the rights in the discovery, invention or intellectual property, including any
1036 patent issued thereon, shall be disposed of and administered in order to protect the public interest.
1037
1038

1039 **32. PRESS RELEASES**

1040 In all communications with the press, television, radio or any other means of communicating with the
1041 general public, Delegate shall make specific reference to the Grantee as the sponsoring agency and to the
1042 Administration for Children and Families, Department of Health and Human Services.
1043
1044

1044 **33. COPYRIGHTS**

1045 Should the performance of this Agreement result in a book or other copyrightable material, the author is
1046 free to copyright the work, but the Grantee and ACF/DHHS reserve a royalty-free, non-exclusive and
1047 irrevocable license to reproduce, publish or otherwise use and to authorize others to use all copyrighted
1048 material and all material which can be copyrighted. Delegate shall provide the Grantee with a notice of
1049 such copyrights.
1050
1051

1052 **34. COMPLIANCE WITH CIVIL RIGHTS LAWS**

1053 Delegate shall comply with the applicable provisions of the California Fair Employment and Housing Act
1054 and Title VI of the Civil Rights Act of 1964 which provides that no person in the United States shall, on the
1055 grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or
1056 be subjected to discrimination under any program or activity receiving federal financial assistance. DHHS
1057 regulations implementing this requirement are published in 45 CFR 80 and 45 CFR 81.

1058 **35. COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973 AND**
1059 **AMERICANS WITH DISABILITIES ACT OF 1990**

1060 Delegate shall comply with Section 504 of the Rehabilitation Act of 1973 which provides that no otherwise
1061 qualified disabled individual in the United States shall, solely by reason of the disability, be excluded from
1062 participation in, be denied the benefit of, or be subjected to discrimination under any programs or activity
1063 receiving federal financial assistance. The DHHS regulation implementing this requirement is published in
1064 45 CFR Part 84.
1065

1066 Delegate shall comply with the Americans with Disabilities Act of 1990, as amended, which protects
1067 qualified applicants and employees with disabilities from discrimination in hiring, promotion, discharge,
1068 pay, job training, fringe benefits, classification, referral, and other aspects of employment on the basis of
1069 disability. The law also requires that covered entities provide qualified applicants and employees with
1070 disabilities with reasonable accommodations that do not impose undue hardship.
1071

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1073 **36. DEFICIENCY DESIGNATION AND DEFINITION**

1074 At a minimum, Delegate must demonstrate a level of compliance with the Federal and State requirements
1075 such that no deficiency exists in its program. The following describes non-compliance conditions that may
1076 result in a "Deficiency" designation:
1077

- 1078 a. An area or areas of performance in which a Delegate Agency is not in compliance with
1079 State or Federal requirements, including but not limited to, the Head Start Act or one or
1080 more of the regulations under parts 1301 through 1310 of the Performance Standards, and
1081 which involves:
 - 1082 i. A threat to the health, safety or civil rights of children or staff;
 - 1083 ii. A denial to parents of the exercise of their full roles and responsibilities related to
1084 program governance;
 - 1085 iii. A failure to perform substantially the requirements related to Early Childhood
1086 Development and Health Services, Family and Community Partnerships, or Program
1087 Design and Management; or
 - 1088 iv. The misuse of Head Start grant funds.
 - 1089 v. The loss of legal status or financial viability, as defined in part 1302 of the
1090 Performance Standards, loss of permits, debarment from receiving Federal grants or
1091 contracts or the improper use of Federal funds; or
 - 1092 vi. Any other violation of Federal or State requirements including, but not limited to,
1093 the Head Start Act or one or more of the regulations under parts 1301 through
1094 1310 of the Head Start Performance Standards, and which the Delegate has shown
1095 an unwillingness or inability to correct within the period specified by the responsible
1096 OCHS agent.
 - 1097 vii. Systemic or material failure of the Governing Body to fully exercise its legal and
1098 fiduciary responsibility; and
 - 1099 viii. An unresolved area of non-compliance.

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1101
1102 In accordance with the provisions of 45 CFR 74.14, the Grantee may impose **special conditions** more
1103 restrictive than those prescribed in Part 74 if the Grantee has determined that the Delegate:

- 1104 a. has a history of poor performance;
- 1105 b. is financially unstable;
- 1106 c. receives a qualified audit, an adverse opinion, or auditors opinion that contains a "going
1107 concern" statement;
- 1108

- d. receives a Management Letter from their independent auditors that denotes specific internal control weaknesses;
- e. has a management system (e.g., Program Governance, Planning, Communication, Record-keeping & Reporting, Ongoing Monitoring, Self-Assessment, Human Resources, Fiscal, and Eligibility, Recruitment, Selection, Enrollment & Attendance) which does not meet the standards of this Agreement;
- f. has acted in a way that is a material breach of Delegate's Contract with OCHS, as determined by the Grantee;
- g. has not provided evidence of compliance with applicable legislation, regulations, or OCHS directives;
- h. has not conformed to the terms or conditions of a previous award, or the directives for a pending award; or, is not otherwise responsible, including, but not limited to, creating circumstances which may endanger or compromise the continuation of ACF/DHHS funding to the Grantee or result in a deficiency charged to the Grantee.
- i. Special conditions or other available sanctions may be applied if OCHS determines that the Delegate has non-compliance in any area as determined by the grantee, the Office of Head Start, or any other regulatory agency.

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

37. NOTIFICATION TO DELEGATE AGENCIES OF DEFICIENCY(IES) AND FOLLOW-UP CORRECTIONS AND SANCTIONS

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

As defined in Section 641(A)(d)(3)(A-C) of the Improving Head Start for School Readiness Act of 2007, in the event that the grantee identifies a deficiency for a delegate agency, the grantee agency shall take action, which may include--

- (A) initiating procedures to terminate the designation of the agency unless the delegate agency corrects the deficiency;
- (B) conducting monthly monitoring visits to such delegate agency until all deficiencies are corrected or the Head Start agency decides to defund such delegate agency; and
- (C) releasing funds to such delegate agency--
 - (i) only as reimbursements except that, upon receiving a request from the delegate agency accompanied by assurances satisfactory to the Head Start agency that the funds will be appropriately safeguarded, the Head Start agency shall provide to the delegate agency a working capital advance in an amount sufficient to cover the estimated expenses involved during an agreed upon disbursing cycle; and
 - (ii) only if there is continuity of services.

The Grantee will notify the Delegate Agency in writing by certified letter of its decision to place the Delegate on deficiency status. Once the Delegate Agency is placed on non-compliant status, a Quality

1160 Improvement Plan (QIP) must be submitted to the Grantee within thirty (30) calendar days with proper
1161 Board and Policy Committee approvals. Deficiencies will require a QIP be completed within fifteen (15)
1162 calendar days of the deficiency. The Grantee will review the QIP and make a determination within fifteen
1163 (15) calendar days of whether or not the QIP is acceptable in addressing the deficiency(ies), non-
1164 compliances or areas of risk.
1165

1166 The Grantee may conduct additional monitoring visits to Delegate Agency until all deficiencies are
1167 corrected or the Grantee decides to either, reject the application, terminate its agreement with the
1168 Delegate Agency, or pursue any other remedy available to the Grantee.
1169

1170 The deficiency(ies) cited must be corrected within the timeframe prescribed, but in no case will the
1171 deficiency(ies) be allowed to remain uncorrected beyond one hundred twenty (120) days from the date of
1172 notification of the deficiency(ies). Training and Technical Assistance (T&TA) will be made available, and
1173 may be required, by the Grantee to assist the Delegate upon written request from the Delegate to OCHS
1174

1175 If the Delegate Agency has corrected the identified deficiency(ies), a letter to the Grantee certifying full
1176 compliance is required. The certification must describe the deficiency, explain actions taken, clearly state
1177 that the problems have been remedied, specify the date of such correction, and be signed by the
1178 Delegate's Board and Policy Committee Chairpersons. The Grantee will verify that correction of the
1179 deficiency(ies) is complete prior to releasing the Delegate from deficiency status. If the Delegate Agency
1180 continues to have uncorrected deficiencies beyond the specified time frame, the Grantee may issue a
1181 letter, upon approval of the OCHS Board of Directors, stating the Grantee's intent to either terminate the
1182 Delegate's contract, reject the Delegate Agency's application, or pursue any other remedies available to
1183 the Grantee. OCHS will advise the Delegate of procedures for appealing the Grantee's decision.
1184
1185

1186 **38. SPECIAL GRANT OR CONTRACT CONDITIONS**

1187 Reasons for Special Grant or Contract Conditions: The reasons for imposition of Special Conditions upon
1188 the Delegate Agency are listed in Section 36 of this Contract ("Deficiency Designation and Definition"),
1189 Notification of Imposition of Special Conditions and Process for Removal
1190

- 1191 1. If special conditions are imposed by OCHS, the Delegate will be notified in writing and the
1192 notification will include the following items:
 - 1193 a. The nature of the special conditions/restrictions,
 - 1194 b. The reasons for imposing them,
 - 1195 c. The corrective actions which must be implemented by the Delegate with regard to
1196 these special conditions before they will be removed,
 - 1197 d. The consequences for non-compliance with the special conditions,
 - 1198 e. The time period for correction of non-compliance items and/or deficiencies, and
 - 1199 f. Technical assistance that will be provided for, by the Grantee.
- 1200 2. In the event that special conditions are attached to this Contract, Grantee will notify ACF
1201 that special conditions have been imposed on the Delegate Agency.
1202

1203 Identification of Special Conditions and/or Restrictions: Any or all of the following actions may be
1204 imposed in the event that Special Conditions are attached to the Contract.
1205

- 1206 1. Payment to Delegate Agency on a reimbursement basis;
- 1207 2. Requiring additional, more detailed financial and/or program reports;
- 1208 3. Additional project monitoring performed by OCHS staff;
- 1209 4. Requiring that the Delegate Agency obtain technical or management assistance;
- 1210 5. Establishing additional prior approval procedures and timelines;

- 1211 6. Temporarily withholding cash payments pending correction of the non-compliance or
1212 deficiency by the Delegate Agency;
1213 7. Disallowing (defined in this case as denying both use of funds and any applicable matching
1214 credit for) all or part of the cost of the activity or action not in compliance;
1215 8. Suspending wholly or partially, or terminating, the current award;
1216 9. Withholding further awards for the project or program;
1217 10. Taking any other remedies that may be legally available; and
1218 11. Placing the Delegate Agency on Interim Administrative Program and/or Fiscal Management;
1219 12. Any other appropriate actions that are consistent with applicable sections of 45 CFR Parts
1220 74, 92, and 1301-1310, and the Head Start Act of 2007.
1221
1222

1223 **39. INTERIM ADMINISTRATIVE MANAGEMENT**

1224 Interim Administrative Management is in response to the lack of sufficient program, administrative, or
1225 fiscal compliance that results in a deficiency in the Agency's operations related to one or more items
1226 identified in Section 36. A Special Condition will be placed on the Delegate Agency's Contract and written
1227 notification to the Delegate's Board of Directors (or Board of Education) will be provided indicating the
1228 commencement of Interim Administrative Management and the conditions required for the removal of the
1229 Special Condition.
1230

1231 Grantee will assign an OCHS employee and/or an independent consultant contracted by OCHS to oversee
1232 the aspects of the Delegate's operations that are identified as the basis for implementing Interim
1233 Administrative Management. All programmatic, fiscal, and/or administrative systems decisions must be
1234 reviewed and approved by the assigned employee or consultant prior to action being taken by the
1235 Delegate Agency. The on-site monitor will provide written reports to the Delegate Board of
1236 Directors/Education and the Delegate's Head Start Director identifying issues that must be corrected
1237 and/or reasons for disapproval of anticipated Delegate Agency action(s). The Delegate will be advised of
1238 the actions that must be taken and the time frame for compliance in order for the Interim Administrative
1239 Management to be removed.
1240

1241 OCHS will determine whether the Delegate Agency is in compliance with all programmatic, fiscal, and/or
1242 administrative systems requirements and will provide the Delegate Agency written notice of the removal
1243 of Interim Administrative Management.
1244
1245

1246 **40. TERMINATION, SUSPENSION OR DISALLOWANCE OF PAYMENTS**

1247 The Grantee may (by giving reasonable written notice and specifying the effective date) suspend, disallow
1248 payment, or terminate this Agreement in whole or in part for cause, which shall include: (1) material
1249 failure for any reason of Delegate to fulfill, in a timely and proper manner, its obligations under this
1250 Agreement including compliance with the approved program and applicable laws, regulations, policies and
1251 procedures (2) any misrepresentation on Delegate's part of any nature with respect to any information or
1252 data furnished to Grantee in connection with this Agreement; (3) submission by Delegate to the Grantee
1253 of reports that are materially incorrect or incomplete in any material respect; (4) if Delegate incurs any
1254 cost that Grantee or its auditors determines to be questioned or disallowed; (5) improper use of Head
1255 Start funds provided under this Agreement; (6) if Delegate maintains a pattern of discrimination; (7)
1256 defaulting on any of the provisions of this Agreement or violation of any of the covenants, assurances,
1257 stipulations or conditions of this Agreement; (8) reduction, suspension or termination by ACF/DHHS of the
1258 grant, or a portion thereof, to the Grantee under which this Agreement is made; (9) the failure to comply
1259 with lawful directives from DHHS, ACF, or the Grantee, whether communicated directly or indirectly to
1260 Delegate from DHHS, ACF, or directly by the Grantee on behalf of itself, DHHS, or ACF; (10) creating
1261 circumstances which may endanger or compromise the continuation of ACF/DHHS funding to the Grantee,

1262 result in a finding of a deficiency, or fall under any one of the criterion in 1307.3; or (11) if Delegate
1263 dissolves, becomes insolvent, has an assignment for the benefit of creditors, commences a bankruptcy or
1264 insolvency proceeding, or has a receiver appointed for its property.
1265

1266 It is intended that the delegate program be administered effectively and responsibly. The Head Start
1267 Designation Renewal System has been established to determine whether Head Start and Early Head Start
1268 programs deliver high-quality services to meet the educational, health, nutritional, and social needs of the
1269 children and families they serve; and meet the program and financial requirements and standards
1270 described in section 641A(a)(1) of the Head Start Act.
1271

1272 A delegate agency may lose or be required to re-compete for its funding if the grantee or a responsible
1273 HHS official determines that one or more of the following seven conditions existed during the contract
1274 period that would put the grantee in jeopardy of losing its funding:
1275

1276 a. The delegate has been determined by the grantee or responsible HHS official to have one or more
1277 deficiencies on a single review;

1278 b. The delegate has been determined not to have:

1279 i. established program goals for improving the school readiness of children participating in its
1280 program in accordance with the requirements of section 641A(g)(2) of the Act and
1281 demonstrated that such goals:

1282 • appropriately reflect the ages of children, birth to five, participating in the program;

1283 • align with the Head Start Child Development and Early Learning Framework, State
1284 early learning guidelines, and the requirements and expectations of the schools, to
1285 the extent that they apply to the ages of children, birth to five, participating in the
1286 program and at a minimum address the domains of language and literacy
1287 development, cognition and general knowledge, approaches toward learning,
1288 physical well-being and motor development, and social and emotional development;

1289 • were established in consultation with the parents of children participating in the
1290 program.

1291 ii. taken steps to achieve the school readiness goals demonstrated by:

1292 • aggregating and analyzing aggregate child-level assessment data at least three
1293 times per year and using that data in combination with other program data to
1294 determine delegates' progress toward meeting its goals, to inform parents and the
1295 community of results, and to direct continuous improvement related to curriculum,
1296 instruction, professional development, program design and other program
1297 decisions; and

1298 • analyzing individual ongoing, child-level assessment data for all children birth to age
1299 five participating in the program and using that data in combination with input from
1300 parents and families to determine each child's status and progress with regard to, at
1301 a minimum, language and literacy development, cognition and general knowledge,
1302 approaches toward learning, physical well-being and motor development, and social
1303 and emotional development and to individualize the experiences, instructional
1304 strategies, and services to best support each child.

1305 c. The delegate has been determined during the contract period:

- 1306 i. to have an average score across all classrooms observed below the following minimum
1307 thresholds on any of the three CLASS: Pre-K domains from the most recent CLASS: Pre-K
1308 observation:
 - 1309 • for the Emotional Support domain the minimum threshold is 6;
 - 1310 • for the Classroom Organization domain, the minimum threshold is 6;
 - 1311 • for the Instructional Support domain, the minimum threshold is 3.
- 1312 ii. to have an average score across all classrooms observed that is in the lowest 10 percent on
1313 any of the three CLASS: Pre-K domains from the most recent CLASS: Pre-K observation
1314 among those currently being reviewed unless the average score across all classrooms
1315 observed for that CLASS: Pre-K domain is equal to or above the standard of excellence that
1316 demonstrates that the classroom interactions are above an exceptional level of quality. For
1317 all three domains, the “standard of excellence” is a 6.
- 1318 d. the delegate is at risk of or has had a revocation of its license to operate a Head Start or Early
1319 Head Start center or program by a State or local licensing agency during the contract period and
1320 the revocation has not been overturned or withdrawn before the next contract period. A pending
1321 challenge to the license revocation or restoration of the license after correction of the violation
1322 shall not affect application of this requirement.
- 1323 e. The delegate has been suspended from the Head Start or Early Head Start program by the grantee
1324 during the contract period and the suspension has not been overturned or withdrawn. If there is a
1325 pending appeal and the delegate did not have an opportunity to show cause as to why the
1326 suspension should not have been imposed or why the suspension should have been lifted if it had
1327 already been imposed, the delegate will not be required to compete based on this condition. If a
1328 delegate has received an opportunity to show cause, the condition will be implemented regardless
1329 of appeal status.
- 1330 f. The delegate is at risk of or has been debarred from receiving Federal or State funds from any
1331 Federal or State department or agency or has been disqualified from the Child and Adult Care Food
1332 Program (CACFP) any time during the contract period.
- 1333 g. The delegate is at risk of or has been determined within the twelve months preceding to be at risk
1334 of failing to continue functioning as a going concern. The final determination is made by a review
1335 of the findings and opinions of an audit conducted in accordance with section 647 of the Act; an
1336 audit, review or investigation by a State agency; a review by the National External Audit Review
1337 (NEAR) Center; or an audit, investigation or inspection by the Department of Health and Human
1338 Services Office of Inspector General.

1339 The delegate must report in writing to the grantee within ten (10) working days of occurrence any of the
1340 following events:

- 1341 a. The delegate has had a revocation of a license to operate a center by a State or local licensing
1342 entity.
- 1343 b. The delegate has filed for bankruptcy or agreed to a reorganization plan as part of a bankruptcy
1344 settlement.
- 1345 c. The delegate has been debarred from receiving Federal or State funds from any Federal or State
1346 department or agency or has been disqualified from the Child and Adult Care Food Program
1347 (CACFP).

- 1348 d. The delegate has received an audit, audit review, investigation or inspection report from the
1349 agency's auditor, a State agency, or the cognizant Federal audit agency containing a determination
1350 that the delegate is at risk for ceasing to be a going concern.

1351 The Grantee may assign and transfer this Agreement when required by ACF/DHHS without the consent of
1352 Delegate.

1353
1354 If Delegate is unable or unwilling to comply with such additional conditions as may be lawfully applied by
1355 ACF/DHHS to the grant and to the Grantee, Delegate shall terminate this Agreement by giving ninety (90)
1356 days written notice to the Grantee signifying the effective date thereof. In this event, the Grantee will
1357 take measures as necessary to ensure that adequate arrangements are made for the transfer of the
1358 delegated activities to another Delegate or to the Grantee. If Delegate does not provide timely notice of
1359 such termination, the Grantee may unilaterally effect the termination.

1360
1361 In the event of any termination, all property and finished or unfinished documents, data, studies and
1362 reports purchased or prepared by the Delegate under this Agreement shall be disposed of according to
1363 ACF/DHHS and Grantee written directives. Delegate shall be entitled to compensation for any un-
1364 reimbursed expenses reasonably and necessarily incurred in satisfactory performance of this Agreement.

1365
1366 Notwithstanding the above, Delegate shall not be relieved of liability to the Grantee for damages
1367 sustained by the Grantee by virtue of any breach of the Agreement by Delegate, and the Grantee may
1368 withhold any reimbursement to the Delegate for the purpose of expense off-set until such time as the
1369 exact amount of damages due to the Grantee from Delegate is agreed upon or otherwise determined.

1370
1371 Delegate may use Head Start or Early Head Start funds for legal purposes in accordance with 45 CFR
1372 1303.3.

1373
1374
1375 **41. APPEALS OF TERMINATION, SUSPENSION AND DENIAL OF REFUNDING**

1376 Delegate may appeal a decision to suspend, terminate or deny refunding of Head Start operations by the
1377 Grantee in accordance with the provisions of 45 CFR Part 1303.21, Procedures of Appeals by Current
1378 Delegate Agencies and Grantee SAPPP MS-14 - Delegate Agency Appeal Process.

1379
1380
1381 **42. NON-APPROPRIATION OF FUNDS**

1382 The Grantee's financial obligation with respect to this Agreement is contingent upon receipt of funds for
1383 the operation of the Head Start program from the Administration for Children and Families, Department of
1384 Health and Human Services. If such funds are not granted or continued to the Grantee, this Agreement
1385 may be terminated by the Grantee, in whole or in part. The Grantee shall notify Delegate of any such
1386 non-appropriation or non-continuance of funds at the earliest possible date.

1387
1388
1389 **43. SEVERABILITY**

1390 If any part, term, or provision of this Agreement is in conflict with any law of a federal, state, or local
1391 government having jurisdiction over this Agreement, the validity of the remaining portions or provisions
1392 shall not be affected thereby.

1393
1394
1395 **44. ENTIRE AGREEMENT**

1396 This Agreement constitutes the entire agreement between the parties and supersedes any prior or
1397 contemporaneous oral or written understanding or agreement.

1399 **45. INTERPRETATION**

1400 This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for
1401 or against any of the parties.

1402
1403 **46. APPLICABLE LAW**

1404 This Agreement shall be interpreted and enforced under California law. Any litigation between the parties
1405 concerning this Contract and its terms and conditions shall be initiated in the County of Orange, State of
1406 California.

1407
1408 **47. CONTRACT AMENDMENTS**

1409 OCHS expressly reserves the right to amend this contract from time to time in order to be in compliance
1410 with all Head Start regulations.

1411
1412 **48. REQUIREMENTS UNDER PART 176**

1413 **Part 176** has been added to Title 2 of CFR to provide interim final guidance and **standard award terms**
1414 for grants, cooperative agreement and loan awards funded by Federal dollars needed to implement
1415 selected provisions:

1416 a. Requests For Proposals:

- 1417 i. Make sure the contracts contain adequate remedies for breach.
- 1418 ii. Require certifications from your contractors with each invoice.

1419
1420 b. Davis-Bacon Act Requirement:

- 1421 i. Contracts that are in excess of two thousand dollars (\$2,000) for construction, alteration or
1422 repair (including painting and decorating)...funded directly by or assisted in whole or in part
1423 by and through the Federal government "
- 1424 ii. Weekly certified payroll records must be submitted to the Federal contracting agency.
- 1425 iii. Contractor must ensure compliance with all subcontractors, regardless of tier.
- 1426 iv. Contractor must submit weekly copy of payrolls to the grantee.
- 1427
- 1428 v. Each payroll must be accompanied by a "Statement of Compliance"
- 1429 vi. "Payroll for the payroll period contains the information required... [and] is correct and
1430 complete."
- 1431 vii. "Each laborer or mechanic ... has been paid the full weekly wages earned..."
- 1432 viii. "Each laborer or mechanic has been paid not less than the applicable wage rates and fringe
1433 benefits..."
- 1434 ix. May be submitted in any form desired, but Optional Form WH-347 satisfies all requirements
1435 in one form.
- 1436 x. Every contract must contain the clauses found at 29 CFR§5.5(a). These clauses include
1437 provisions on the following:
 - 1438 1. Minimum Wage Requirements
 - 1439 2. Withholding Requirements
 - 1440 3. Payrolls and Basic Records
 - 1441 a. Payrolls must be "maintained by the contractor during the course of
1442 the work and preserved for a period of 3 years" - Submitted payrolls
1443 must include a "Statement of Compliance"
 - 1444 b. Optional form WH-347 was designed to submit payroll and
1445 compliance information all in one form.
 - 1446 c. Apprentices and Trainees Exceptions
 - 1447 d. Compliance with Copeland Requirements in 29 CFR Part 3
- 1448
- 1449 4. Subcontracts

- 1450 a. Requirements flow through to subcontractors, regardless of tier
- 1451 b. Contract Termination
- 1452 c. "Breach of the contract clauses...may be grounds for termination of
- 1453 the contract and for debarment as a contractor." - 29 CFR§5.5(a)(7)
- 1454 d. Compliance with Davis-Bacon and Related Act requirements 29
- 1455 CFR§§1, 3, and 5
- 1456 e. Disputes concerning labor standards
- 1457 f. Certification of eligibility
- 1458

1459 **49. NOTICES**

1460 All notices required under this Agreement should be sent by United States mail, first-class postage prepaid
 1461 (unless other mail treatment is required by Federal or State law or regulation) addressed to the applicable
 1462 party at the address set forth below the signature of each party to the Agreement, or by personal service,
 1463 to the parties as follows:

1464
 1465 Grantee: Orange County Head Start, Inc.
 1466 Attn: Colleen Versteeg, Executive Director
 1467 2501 S. Pullman Street, Suite 100
 1468 Santa Ana, CA 92705

1470
 1471 Delegate: Santa Ana Unified School District
 1472 Attn: Audrey Yamagata-Noji, Ph. D.
 1473 1601 East Chestnut Ave.
 1474 Santa Ana, CA 92701

1475
 1476 Notices given by mail shall be deemed served three (3) days after deposit in the United States mail, or
 1477 when received, whichever is sooner.

1478 **SIGNATURES:**

1479 **GRANTEE:**

1480
 1481 Orange County Head Start, Inc.
 1482
 1483
 1484
 1485
 1486 _____

1487 Signature

1488
 1489
 1490
 1491
 1492
 1493 Colleen Versteeg

1494 Print Name

1495
 1496 Executive Director

1497 Title

1498
 1499 6/21/2013

1500 Date

DELEGATE:

Santa Ana Unified School District

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

Audrey Yamagata-Noji, Ph. D.

Print Name

Board President

Title

 Date

Attachment A

**Delegate Agency Required Reports and Documents to be Submitted to Grantee
2014-2015**

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

Document/Report/Data	Received	Date
JULY		
Program Information Report (from prior contract year)		
AUGUST		
Contact Information on Board of Directors/Education (Hard copy and in the Head Start Enterprise System (HSES)) Updates needed within fifteen (15) days of changes being made.		
Center Profile - Form will be provided by the Grantee		
The Program Year Schedule of Classes, including holidays, staff days, etc. (Hard Copy and in HSES)		
Approved planning policy, procedure, and calendar.		
All Agency Service Area Plans, Policies, Procedures (on an electronic device)		
A copy of the approved Personnel Policies and Procedures Manual with a copy of the Policy Council and Board minutes indicating approval of revisions.		
Board By-laws and Articles of Incorporation of the Organization (update needed as revised)		
Policy Council By-laws (update needed as revised)		
Proof of Agency's insurance coverage naming OCHS, Inc. as additional insured for the following:		
A. Student Accidental Insurance		
B. General Liability		
C. Automobile Insurance		
D. Worker's Compensation Insurance		
E. Blanket Fidelity Bond		
F. Director's and Officer's Insurance		
G. Property Coverage		
All Certificates of Insurance that document that the Delegate Agency indemnifies and holds harmless the Grantee, its officers, agents, and employees from every claim or demand made as indicated in Agreement		
Copy of Exposure Control Plan in compliance with Blood borne Pathogens Title 29 Code of Federal Regulations.		
Certification of annual review/update and list of annual staff training.		
Letter from Delegate Agency Board Chair authorizing signatures for Head Start Board minutes		
Certificates of insurance and endorsements of specific hazards as indicated in the Agreement		
Department of Social Services License for each center serving Head Start or Early Head Start children		
Copy of the Agency's Procurement and Fiscal/Accounting Manuals		
Evidence of Non-profit status		
Cost Allocation Plan		
Non-Federal Share Plan		
Copies of all lease agreements paid in part or fully with Head Start funds		
Copies of all contracts that provide services to Head Start		
Final Fiscal Report Due (for the prior contract year)		
Governance and Leadership Capacity Screening and Certification (due August 20th)		
SEPTEMBER		
Copies of food agreements and the CACFP Annual Application		
#2001 Child Plus Enrollment Report for the first day of school		
OCTOBER		
Policy Committee meeting schedule		
Policy Committee membership roster indicating officers and community representatives. Hard copy and Head Start Enterprise System updates due as changes occur.		
Date and process for Delegate Agency's Self Assessment		
Quarterly Financial projections		
Health And Safety Screener and certification (due October 20th)		
#3015 Child Plus Report: Status of completed sensory, developmental and behavioral screenings for newly enrolled children (due no later than two weeks after the 45th day of services as calculated from the day designated by the agency as the first day children enter the program for the new program year)		

Attachment A

NOVEMBER		
DECEMBER		
Approved Annual Audit report of the Head Start program for the last program year		
Approved Community Assessment data on Delegate's service area		
Program Goals and Objectives Quarterly Report		
Child Outcomes Data and Action Plan from first assessment period		
JANUARY		
Physical inventory of Head Start items over \$5,000		
FEBRUARY		
Approved and Complete Annual Refunding Application and required attachments		
Approved Eligibility, Recruitment, Selection, Enrollment, and Attendance (ERSEA) Policies and Procedures		
Self Assessment Findings and Corrective Action Plan		
Quarterly Financial Projections		
MARCH		
Program Goals and Objectives Quarterly Report		
Program Budget Revision Requests (Last day)		
Child Outcomes Data and Action Plan from second assessment period		
APRIL		
MAY		
Quarterly Financial Projections		
JUNE		
Child Outcomes Data and Action Plan (from third assessment period)		
Program Goals and Objectives Quarterly Report		
MONTHLY		
Monthly Financial Reports (due on the 20th for the prior month)		
Check HSES for accuracy, notify grantee of any changes in writing		
Policy Council Minutes		
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
June		
Board Meeting Minutes where Head Start Business is conducted		
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
June		

Attachment A

The following documents are due the 5th day of each month:		
Monthly Program Information Summary		
#9700 Child Plus PIR Report		
#2001 Child Plus Report: Number of children enrolled for at least one day during the reporting month; number of children waitlisted during the reporting month		
#2301 Child Plus Report: Average Daily Attendance for the reporting month		
#3015 Child Plus Report: Completed Vision Screen, Hearing Screen, Developmental Screen, Behavioral Screen		
#3035 Child Plus Report: Number of children up-to-date on EPSDT schedule of care		
#3035 Child Plus Report: Number of children up-to-date on annual dental exam		
#3501 Child Plus Report: Number of children with disabilities enrolled during the reporting month		
Child Plus Customized Report: Number of Family Partnership Agreements introduced and completed		
AS NEEDED		
Request for approval of process for hiring a new Executive Director, Program Director/Coordinator, Finance Director, or Human Resources Director		
Request for Program Option or Operational Changes (at least 45 days prior)		
NOTE: Revisions to any of the documents required above must be forwarded to OCHS within 15 business days of the revised date.		
Grantee reserves the right to ask for additional documentation at any time.		

ATTACHMENT B

**ORANGE COUNTY HEAD START, INC.
DELEGATE AGENCY FUNDING AWARD
FISCAL YEAR 2014 - 2015
YEAR 1**

SANTA ANA UNIFIED SCHOOL DISTRICT

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

FUNDING AWARDS:		NON FEDERAL SHARE		TOTAL
BASIC HS	3,325,719	849,040		4,174,759
BASIC EHS				-
T&TA HS	27,205			27,205
T&TA EHS				
COLA HS	43,234			43,234
COLA EHS				
TOTAL	3,396,158	849,040		4,245,198

Please Note: Administrative Costs not to exceed: \$ 636,780

Initials _____

ATTACHMENT C

GEOGRAPHICAL SERVICE AREA

FOR Grant Year 2014 – 2015

ANAHEIM CITY SCHOOL DISTRICT

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

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

CITY OF LA HABRA

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

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

SANTA ANA UNIFIED SCHOOL DISTRICT

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

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

Initials_____

ORANGE CHILDREN AND PARENTS TOGETHER, INC.

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

The basic boundaries of Orange USD, which includes:

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

Initials_____

AGENDA ITEM BACKUP SHEET
August 26, 2014

Board Meeting

TITLE: **Approve or Deny Charter Petition for Proposed Achievement Peaks Academy Charter School and if Denied Adopt Resolution No. 14/15-3022 Effectuating that Action**

ITEM: **Action**

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

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

BACKGROUND INFORMATION:

Pursuant to Education Code Section 47605, the Board of Education is required to approve or deny a charter petition that is submitted to it proposing to establish a charter school within the geographic boundaries of the Santa Ana Unified School District. The purpose of this agenda item is for the Board to take action on the charter petition (“Charter Petition”) submitted for the establishment of the proposed Achievement Peaks Academy Charter School, and, if the Board denies the Charter Petition to adopt Resolution No. 14/15-3022 implementing that action. The Charter Petition was received by the District Governing Board at its meeting of June 24, 2014.

RATIONALE:

Review of the Charter Petition for the proposed Achievement Peaks Academy Charter School demonstrates that the Charter is deficient in a variety of respects and that approval of the Charter Petition would not be consistent with sound educational practice. Resolution No. 14/15-3022 includes a number of written factual findings specific to the Achievement Peaks Academy Charter School Charter Petition setting forth some of the most significant defects in the Charter Petition and supporting the denial of the Charter Petition.

In accordance with Education Code Section 47605(b), the written factual findings set forth in Resolution No. 14/15-3022 demonstrate that approval of the Achievement Peaks Academy Charter School Charter Petition would not be consistent with sound educational practice because:

1. Charter School presents an unsound educational program for the pupils to be enrolled in the Charter School.
2. The petitioners are demonstrably unlikely to successfully implement the program set forth in the Charter Petition.
3. The Charter Petition does not contain the required number of signatures.

4. The Charter Petition does not contain reasonably comprehensive descriptions of all of the required elements.

FUNDING:

Not Applicable

RECOMMENDATION:

Adopt Resolution No. 14/15-3022 – Denying the Charter School Petition for Achievement Peaks Academy Charter School.

SP:mm

1 RESOLUTION NO. 14/15-3022

2 BOARD OF EDUCATION

3 SANTA ANA UNIFIED SCHOOL DISTRICT

4 ORANGE COUNTY, CALIFORNIA

5
6 DENYING CHARTER SCHOOL PETITION FOR
7 ACHIEVEMENT PEAKS ACADEMY CHARTER SCHOOL
8

9 **WHEREAS**, pursuant to Education Code Section 47605 *et seq.*, the Governing
10 Board of the Santa Ana Unified School District ("SAUSD" and/or "District") is
11 required to review and consider authorization of charter schools; and
12

13 **WHEREAS**, on or about May 30, 2014, the petitioners delivered to the District
14 office a charter petition ("Charter") for Achievement Peaks Academy Charter School
15 ("APACS" and/or "Charter School"); and
16

17 **WHEREAS**, in accordance with the Charter Schools Act of 1992, the Charter was
18 brought to the District Governing Board meeting of June 24, 2014, at which time it
19 was received by the District Governing Board, thereby commencing the timelines for
20 District Governing Board action thereon; and
21

22 **WHEREAS**, a public hearing on the provisions of the APACS Charter was
23 conducted on July 22, 2014, pursuant to Education Code Section 47605, at which time
24 the District Board considered the level of support for this Charter by teachers
25 employed by the District, other employees of the District, and parents; and
26

27 **WHEREAS**, at the public hearing the lead petitioner spoke in favor of the
28 Charter, and no parents, no District teachers, no other District employees, and no
29 other members of the public spoke in favor of the Charter; and
30

31 **WHEREAS**, the Charter proposes a kindergarten through sixth grade STEM
32 program, with an initial enrollment of 400 students, growing to 650 students in
33 year five (although at the public hearing the lead petitioner inconsistently stated
34 that they were seeking approval of a 500 student school); and
35
36
37
38

39 **WHEREAS**, in reviewing the Petition for the APACS Charter, the Governing Board
40 has been cognizant of the intent of the Legislature that charter schools are and
41 should become an integral part of the California educational system and that
42 establishment of charter schools should be encouraged; and

43
44 **WHEREAS**, in reviewing the Petition for the APACS Charter, the Governing Board
45 has been cognizant of Education Code Section 47605(h) which provides (emphasis
46 added):

47
48 In reviewing petitions for the establishment of charter schools within the
49 school district, the governing board of the school district shall give
50 preference to petitions that demonstrate the capability to provide
51 comprehensive learning experiences to pupils identified by the petitioner or
52 petitioners as academically low achieving pursuant to the standards
53 established by the department under Section 54032, as it read before July 19,
54 2006.

55
56 **WHEREAS**, the District staff, working with an independent evaluator and
57 District legal counsel, have reviewed and analyzed all of the information received
58 with respect to the Charter, including information related to the operation and
59 potential effects of APACS, and made a recommendation to the District Governing
60 Board that the APACS Charter be denied based on that review; and

61
62 **WHEREAS**, the District Governing Board has fully considered the Charter
63 submitted for the establishment of APACS and the recommendation provided by
64 District staff;

65
66 **NOW, THEREFORE, BE IT RESOLVED AND ORDERED AS FOLLOWS:**

- 67
68 I. That the Governing Board of SAUSD finds the above listed recitals to be true
69 and correct and incorporates them herein by this reference.
70
71 II. That the Governing Board of SAUSD, having fully considered and evaluated the
72 Petition for the establishment of the proposed Achievement Peaks Academy
73 Charter School, hereby finds that granting the APACS Charter is not
74 consistent with sound educational practice, based upon grounds and factual
75 findings including, but not limited to, the following, and hereby denies the
76 Charter pursuant to Education Code Section 47605:

77 A. The Charter School presents an unsound educational program for the
78 pupils to be enrolled in the Charter School. [Education Code Section
79 47605(b)(1)]

80
81 B. The petitioners are demonstrably unlikely to successfully implement the
82 program set forth in the petition. [Education Code Section
83 47605(b)(2)]

84
85 C. The petition does not contain the required number of signatures.
86 [Education Code Section 47605(b)(3)]

87
88 D. The petition does not contain reasonably comprehensive descriptions of
89 all of the required elements. [Education Code Section 47605(b)(5)]

90
91 III. That the Governing Board of the Santa Ana Unified School District hereby
92 determines the foregoing findings are supported by specific facts, including
93 but not limited to the following:

94
95 A. **THE CHARTER SCHOOL PRESENTS AN UNSOUND EDUCATIONAL PROGRAM FOR THE**
96 **PUPILS TO BE ENROLLED IN THE CHARTER SCHOOL. [Education Code Section**
97 **47605(b)(1)]**

98
99 1. The limited information contained in the Charter does not
100 demonstrate the capability of providing the educational program
101 and services touched upon in general terms therein. The Charter
102 does not include any examples of sample teacher products that
103 would be used at APACS, such as sample lesson plans, portfolios,
104 rubrics, measurements, examples of project based lessons, etc.
105 APACS appears to be relying on lists and matrices of standards to
106 provide a glimpse of the proposed instruction. For example, the
107 Charter includes a list of seven "Standards of Practice" and 24
108 pages of matrices which expand by grade level on the same list of
109 Standards of Practice. While the Charter does not identify the
110 source of these annotated STEM standards, they match virtually
111 verbatim the Maryland State STEM Standards of Practice and the
112 draft Maryland State Standards of Practice Framework for Grades
113 K-5, available on the Maryland Department of Education's website.
114 APACS has done nothing beyond copying these Standards of Practice

115 into the Charter, without developing or describing how they would
116 actually be used at APACS, how APACS staff would be prepared to
117 implement these Standards of Practice, or otherwise establishing
118 that the petitioners even have an understanding of the meaning,
119 use, and means of implementing them. Furthermore, they have not
120 been tailored to APACS's particular proposal or the needs of the
121 prospective students. Moreover, while the draft Maryland State
122 Standards of Practice Framework applies to kindergarten through
123 fifth grade, APACS has identified it, and the specific standards
124 and outcomes specified therein, as applicable through sixth
125 grade, without changing or adding to the framework to address the
126 specifics of a sixth grade program.

127
128 Even though lists and matrices of standards do provide a set of
129 frameworks, by themselves they are not instructional programs.
130 It is not enough to provide lists of standards to convincingly
131 establish that APACS would be capable of providing a sound
132 educational program. The ultimate impression given by the
133 Charter as a whole is that it is not so much an actual proposal
134 for a real school to be operated within a real community.
135 Rather, it is a template for a charter application that could be
136 submitted by anyone, anywhere, simply by adding some local school
137 district test score data and demographics. The Charter's
138 description of a generic educational program, largely drawn from
139 internet sources without APACS making any adaptations to address
140 the specifics of the proposed Charter School and the needs of the
141 target population, even to address the differences in the
142 proposed grade levels, the overall lack of specificity, and the
143 absence of examples of how the proposed program would be
144 effectively implemented, ultimately sets forth an incomplete and
145 unsound educational program.

- 146
147 2. The Charter and its Appendices contain numerous grammatical,
148 typographical, word choice, content, and related errors and
149 mistakes, incomplete sentences, inconsistencies, and generally
150 poor writing that does not readily communicate what is intended.
151 Many of these issues result in portions of the Charter being
152 indecipherable or result in mistaken interpretations, confusion,

153 or lack of clarity, or make sections of the Charter impossible
154 properly to assess. The number and type of errors and mistakes
155 in the Charter and the overall quality of the Charter cause the
156 District concern regarding both the care that was used in
157 preparing this document - which is intended to control the
158 development and operation of a public school - and the
159 qualifications or experience of those proposing to open and
160 operate the Charter School.

161
162 3. The Charter Petition does not adequately address the provision of
163 services pursuant to the Individuals with Disabilities Education
164 Improvement Act ("IDEIA")

165
166 a. Fundamental to a reasonably comprehensive description of a
167 charter school's proposed educational program, and the
168 District's assessment of the soundness of the educational
169 program and whether approval of a particular charter is
170 consistent with sound educational practice, is a realistic,
171 workable, legally and educationally sound description of
172 the manner in which the charter school will comply with the
173 requirements of the IDEIA and afford a free appropriate
174 public education to charter school students covered by the
175 IDEIA. The APACS Charter fails to include such a
176 description and plan. The Charter contains no actual
177 substantive plan for compliance with the requirements of
178 the IDEIA, and it does not even specify whether it plans to
179 be its own local educational agency ("LEA") or will be
180 deemed a school of the District for purposes of the
181 provision of special education services. The Charter
182 states that prior to SAUSD Governing Board approval of the
183 Charter, APACS and SAUSD will enter into a Memorandum of
184 Understanding ("MOU") with SAUSD "regarding the provision
185 and funding of special education services consistent with
186 the requirements of the SAUSD Special Education Local Plan
187 Area ("SELPA") Local Plan for Special Education." However,
188 APACS has not approached SAUSD with any discussion or
189 proposal regarding such an MOU or the provision of or
190 funding for special education services. Compliance with

191 the IDEIA and the provision of special education services
192 to students is a fundamental and essential element of the
193 educational program of any charter school, and APACS's
194 failure to include any such plan is a fatal flaw in the
195 Charter.

196
197 b. The Charter's discussion of special education appears to be
198 premised entirely on requirements specific to Los Angeles
199 Unified School District ("LAUSD"), not SAUSD, including,
200 but not limited to, the requirements of the Chanda Smith
201 Modified Consent Decree, which is applicable only to LAUSD,
202 as well as LAUSD's adopted requirements relative to the
203 entering into of memoranda of understanding for the
204 provision of special education services, options for the
205 provision of such services, and compliance with Child Find
206 requirements, none of which are applicable to SAUSD or
207 charter schools authorized and overseen by SAUSD. This
208 evidences a complete failure by the petitioners to
209 thoughtfully consider and understand the requirements for
210 compliance with the IDEIA that would be applicable if the
211 SAUSD were to approve its Charter.

212
213 **B. THE PETITIONERS ARE DEMONSTRABLY UNLIKELY TO SUCCESSFULLY IMPLEMENT THE**
214 **PROGRAM SET FORTH IN THE PETITION. [Education Code Section**
215 **47605 (b) (2)]**

216
217 1. The above-described concerns regarding the unsoundness of the
218 educational program and the inadequacy of the Charter's
219 description thereof are hereby incorporated herein by this
220 reference. The failure adequately to develop and describe the
221 educational program establishes that the program set forth in the
222 Charter Petition will not be successfully implemented.

223
224 2. APACS's budget forecast for 2015-2016 lists non-capitalized
225 equipment (which may, but does not necessarily, include hardware
226 like desktop and laptop computers) at \$26,000 and software at
227 \$39,000. For an enrollment projection of 400 students for that
228 year, \$26,000 for computers translates into only \$65 per student

229 (and that assumes that all non-capitalized equipment funds are
230 used for computers, although that it not described in any budget
231 narrative). This minimal funding allocation for computer
232 hardware (assuming that the funds are even to be allocated for
233 such technology) raises significant questions regarding APACS's
234 ability to focus on technology. Moreover, the \$39,000 allocation
235 for software translates into \$97.50 per student, but the Charter
236 and budget documents do not identify or describe the use of the
237 software as an instructional resource.

- 238
- 239 3. The Charter's description of proposed facilities and a facilities
240 plan are inadequate and unworkable. APACS is required to provide
241 a description of facilities, which must specify where the school
242 intends to locate. (Ed. Code § 47605(g).) The only information
243 APACS provided on facilities or location is the statement in the
244 "Charter Briefing Page" that the facility address or target
245 neighborhood is the City of Santa Ana and APACS included a letter
246 from Boyer, a real estate developer, expressing interest in
247 providing development services for a facility, which identifies
248 three sites "as an indication that the construction of the school
249 will be possible within the city limits of Santa Ana,
250 California." As an initial matter, APACS and Boyer's statements
251 about locating within the City of Santa Ana do not meet the
252 mandatory charter school geographical location requirements which
253 provide that SAUSD authorized charter schools must locate within
254 SAUSD's boundaries, which are not coextensive with the City of
255 Santa Ana's boundaries. The Boyer letter itself states that it
256 is possible that the three sites listed therein might be
257 unavailable to APACS. Of the three sites identified in the
258 letter, one is not within SAUSD's boundaries, and a second site
259 the letter itself specifies is likely too small for the proposed
260 purpose.

261

262 The Boyer letter identifies a proposed construction budget of
263 \$6.8 million, however, it is unclear how this amount was
264 calculated. The letter references 2014 California funding
265 levels, but the projected budget does not actually match those
266 levels. The current State per-pupil construction funding amount

267 is \$9,921. This amount multiplied by 400 students equals
268 \$3,968,400. Additionally, California is not currently releasing
269 any construction funding. The last funding round for charter
270 school facilities ended on May 30, 2014. Unless there is a
271 statewide school facilities bond passed in November 2014, there
272 will be no State school construction funding available. Even if
273 a 2014 bond is passed, the State construction funding is a 50-50
274 matching grant program, which means that APACS would have to
275 provide \$3,968,400 itself, but the Charter does not identify any
276 potential funding sources to meet this matching requirement.
277 Thus the contemplated facilities construction project is
278 infeasible.

279
280 Moreover, as explained above, the State is not currently
281 releasing any construction funding, and would only do so if a
282 bond is passed in November 2014, after which APACS would have to
283 wait for the State Allocation Board to open a funding round for
284 charter school facilities applications, and then would have to
285 wait for a determination on its application. As such, the
286 proposed instructional start date of September 2015 is not
287 feasible based on funding constraints and construction time.

- 288
289 4. It is evident in reviewing the Charter that it was primarily
290 copied from the APACS charter submitted to LAUSD, and likely both
291 the LAUSD and SAUSD versions were, in large part, copied/cut and
292 pasted from other charters prepared by other petitioners and
293 submitted to other districts. APACS did not adequately address
294 the differences between the districts and/or revise and
295 personalize the APACS Charter submitted to the SAUSD Board to
296 make it applicable to this submission. For example, there are
297 multiple references within the Charter and its appendices to
298 LAUSD and/or the Los Angeles County Office of Education
299 ("LACOE"). For example the budget includes a line item for LACOE
300 fees. As an additional example, as specified above, the
301 Charter's entire discussion of special education appears to be
302 drawn from requirements imposed by LAUSD that are not applicable
303 to SAUSD or charter schools authorized by SAUSD. It appears that
304 APACS did a search and replace to change references from "LAUSD"

305 to "SAUSD" without substantively considering the import of the
306 differences between the districts. Significant portions of
307 APACS's narrative are obviously copied from a different
308 charter(s) and are outdated and inapplicable to the APACS's
309 Charter, and could not be successfully implemented by APACS. For
310 example, while APACS does not propose opening to students until
311 fall 2015, the Charter states that "APACS will achieve an API
312 target of 800 by spring 2015," which is the school year *before*
313 APACS would open to students.

314
315 While using other charters as a source of inspiration and ideas,
316 and even as a starting point in the development of this Charter,
317 may be acceptable, it is not acceptable for APACS simply to cut
318 and paste inapplicable and outdated information, proposals and
319 assertions that have no relevance to this Charter. Further, this
320 lack of care in copying from other sources has resulted in the
321 APACS Charter including incorrect, incomplete, repetitive,
322 inconsistent and unworkable proposals, causing confusion and a
323 lack of clarity in the proposal. All of these flaws establish
324 that APACS could not, and should not, successfully implement the
325 program set forth in the Charter.

- 326 5. The District is aware that APACS/Mana 7 Charities has submitted
327 and currently has pending substantially identical charter
328 petitions with the San Leandro Unified School District and the
329 Madera Unified School District. Additionally, a month before
330 submitting this Charter to SAUSD, APACS/Mana 7 Charities
331 submitted a substantially similar charter petition to LAUSD, but
332 withdrew that petition upon receiving notice from LAUSD staff
333 that APACS's charter did not have even the potential to be
334 reasonably comprehensive, educationally sound, and successfully
335 implemented, so would be recommended for denial by the LAUSD
336 Board. Nothing in the APACS Charter acknowledges or addresses
337 the fact that it had and has multiple charters pending at this
338 time, apparently with the hope of opening multiple charter
339 schools at or near the same time. The Charter also fails to
340 address in any way how these entities would be able to undertake
341 the difficult task of opening multiple schools at the same time.
342 There is no evidence that these entities or individuals have the

343 capacity, experience, resources, etc. to open multiple schools
344 simultaneously. While in response to the District's inquiries on
345 this topic the lead petitioner expressed confidence in their
346 ability simultaneously to open and operate multiple charter
347 schools spread throughout California, he also acknowledged that
348 the petitioner organization is in its "infancy" and has no
349 experience operating charter schools. The response provided no
350 basis for the District to believe that APACS/Mana 7 Charities has
351 the necessary knowledge, expertise, and experience successfully
352 to open even one school, much less multiple schools
353 simultaneously.

354
355 During the public hearing the lead petitioner stated that the
356 petitioners have experience operating a charter school in Salt
357 Lake City, Utah. In response to the District's written inquiries
358 regarding other charter schools approved/operated by APACS/Mana 7
359 Charities or any associated, related, or coordinated entity or
360 individual either within or outside of California, however, he
361 stated that they had never obtained such a charter approval or
362 operated a charter school. These inconsistencies in the
363 information provided by the petitioner are troubling in their own
364 right. Additionally, the petitioner's responses indicate that
365 these entities and petitioners have no experience or expertise in
366 the complications and challenges of opening and operating charter
367 schools, including the complex financial and educational
368 requirements of both federal and state law. Attempting
369 simultaneously to open three or more charter schools in
370 California, particularly to be operated by a Utah corporation
371 with most, if not all, the founders/board members and the
372 principal residing in Utah, is unrealistic and overly ambitious.
373 If, in fact, they do operate the Mana Academy Charter School
374 which is located in West Valley City, Utah, then the lead
375 petitioner's contrary written responses are both inexplicable and
376 troubling.

377
378 Moreover, the Charter includes no discussion or plan explaining
379 the proposed relationship between the schools, and/or between
380 their staffs, administrators, or service providers. Further,

381 there is no discussion of if and how the finances of the various
382 schools would be managed, whether there would be shared costs,
383 resources, services, staff, etc. The Charter also fails to
384 describe any methodology that would be used to ensure a fair and
385 appropriate distribution of services and costs and a means of
386 assuring that all funds generated by and attributable to the
387 APACS School proposed for Santa Ana would be maintained and
388 expended for the educational benefit of the students at that
389 particular school.

390
391 6. There is no evidence of any local interest by parents, guardians
392 or students in the proposed APACS. At the public hearing, only
393 the lead petitioner spoke regarding the Charter proposal. There
394 were no speakers or other indicia evidencing any interest from
395 the local community, specifically including parents/guardians and
396 students, in the proposed Charter School. The lead petitioner
397 was asked during the public hearing whether APACS had
398 support/interest from the local community, and he responded that
399 there was such support. He specifically stated that APACS had
400 held local community meetings, that there were a number of
401 parents from within SAUSD who support APACS, and that the
402 petitioners had submitted 250 parent signatures with the Charter,
403 implying that many of those signatures were from parents who
404 reside within the SAUSD. In fact, while the parent signature
405 pages submitted by APACS are, in large part, extremely difficult
406 if not impossible to read, it appears that not a single
407 parent/guardian signature submitted with the APACS Charter is
408 from a parent/guardian who resides within SAUSD, and only one is
409 from a parent/guardian within Orange County. Further, as
410 explained more fully below, these parent signatures were not
411 gathered specifically in support of the APACS proposed to be
412 authorized by and operated within SAUSD, but most likely were
413 gathered specifically in support of the APACS charter school
414 proposed to be operated within LAUSD and, at best, were gathered
415 for APACS schools in general. SAUSD finds that it is unlikely
416 that any of the parents/guardians who signed the petition which
417 was not specific to a proposed school to be located within SAUSD,
418 and reside many miles away from SAUSD - which in the reality of

419 traffic conditions in Southern California translates into hours
420 of travel time - would actually enroll their children in this
421 particular school, even if they are meaningfully interested in
422 the APACS program in general.

423
424 Thus, the parent signatures submitted by APACS (which actually
425 represent far fewer than 250 students who would be eligible to
426 attend APACS in its first year of operations, despite the
427 petitioner's statements during the public hearing) do not
428 indicate any support for the APACS specifically proposed to be
429 operated within SAUSD's boundaries, and certainly no local
430 support for the Charter. Therefore, as a whole, there are no
431 indicia of a likelihood that APACS would be able to attract 400
432 students in its first year of operation, on which its budget and
433 entire operational plan are premised. A charter school initial
434 enrollment of 400 students is a lofty goal under the best of
435 circumstances, but appears to be virtually impossible with no
436 support in the local area for the proposed school, and with all
437 of the parents/guardians who signed the petition residing far
438 away from the proposed school.

439
440 **C. THE PETITION DOES NOT CONTAIN THE REQUIRED NUMBER OF SIGNATURES.**
441 **[Education Code Section 47605 (b) (3)]**

442
443 The Charter Schools Act of 1992 specifies that
444 "a petition for the establishment of a charter school within a school
445 district may be circulated by one or more persons seeking to establish
446 the charter school. A petition for the establishment of a charter
447 school shall identify a single charter school that will operate within
448 the geographic boundaries of that school district." (Ed. Code
449 § 47605(a), emphasis added.) The Charter Schools Act further specifies
450 that a charter may not be submitted to a school district governing
451 board unless and until the petition is signed by a specified number of
452 teachers or parents/guardians. Further, the petition that is signed by
453 such teachers or parents/guardians must include a prominent statement
454 that a signature thereon "means that the parent or legal guardian is
455 meaningfully interested in having his or her child or ward attend the
456 charter school, or in the case of a teacher's signature, means that the

457 teacher is meaningfully interested in teaching at the charter school.
458 The proposed charter shall be attached to the petition." (Ed. Code
459 § 47605(a), emphasis added.) These signature requirements are
460 prerequisites to submission of a charter for school board consideration
461 and action, and are necessary to establish that there is meaningful
462 interest in the particular charter being proposed from either the
463 parent/guardian or teacher community before a charter can be approved.
464 A failure to comply with these signature requirements is also a basis
465 for denial of the particular charter.

466
467 Attaching the actual charter that is proposed to be submitted to the
468 particular school district within which the charter school is proposed
469 to be operated would give the parents/guardians or teachers from whom
470 signatures expressing meaningful interest are being sought the
471 opportunity to review the actual charter in order to determine whether
472 they are, in fact, meaningfully interested in enrolling their
473 children/teaching at the particular charter school being proposed. The
474 signature requirements are not limited to a showing of support for
475 charter schools in general, or even a particular charter school
476 concept, but the actual, specific charter being submitted to the
477 particular school district and proposing to operate within that
478 district's boundaries. Any expression of interest can only actually be
479 meaningful if it relates to the particular school in the particular
480 proposed location.

481
482 APACS submitted parent/guardian signatures in order to meet this
483 prerequisite to submittal of its Charter for SAUSD Governing Board
484 consideration. As explained above, it came to the District's attention
485 subsequent to the commencement of its processing of the APACS Charter
486 that APACS/Mana 7 Charities submitted multiple substantially identical
487 charters to other school districts in California near the time APACS
488 submitted the current Charter to SAUSD. SAUSD requested that APACS
489 provide SAUSD with copies of the parent signature pages submitted with
490 all of the charters it has submitted within the preceding five years.
491 In response to that request the lead petitioner provided copies of 17
492 pages of signatures, specifying that each and every one of those pages
493 had been submitted to both SAUSD and LAUSD. He provided no signature
494 pages indicating that they were submitted to either San Leandro or

495 Madera, which leaves open the question of what signatures were
496 submitted with those charters. In fact, only 12 of the 17 pages were
497 actually submitted to SAUSD with this Charter, but all of those 12
498 pages were apparently also submitted to LAUSD. (The District is
499 concerned that in response to this direct and specific question, the
500 lead petitioner was unable accurately to identify even which signature
501 pages were submitted to SAUSD with this Charter.) Thus, every single
502 signature/signature page that was submitted to SAUSD purportedly in
503 support of this APACS Charter to be located within SAUSD was also
504 submitted to LAUSD in support of a different charter school to be
505 located within LAUSD. Thus, by definition, the different charters
506 proposing schools in different jurisdictions submitted to different
507 school districts were not both attached to the signature pages, as
508 required by law. Furthermore, it is evident that the persons signing
509 these different petitions proposing charters in different school
510 districts in different counties, which are separated by many miles,
511 were not expressing "meaningful" interest in enrolling their children
512 at both schools.

513
514 In order to meet the threshold requirements for submittal of a charter
515 to the SAUSD Governing Board, the particular Charter proposing to
516 establish APACS within SAUSD's boundaries was required by law to be
517 attached to the petition signature pages. Further the parent/guardian
518 signatures gathered and submitted to SAUSD had to be expressing
519 meaningful interest in enrolling their children at the APACS proposed
520 to be established within SAUSD's boundaries. Because the same
521 signatures/signatures pages were submitted with charters submitted by
522 APACS/Mana 7 Charities to different districts, it is clear that these
523 signature pages were not attached to the Charter submitted to SAUSD,
524 the signatures do not effectively express meaningful interest in
525 enrolling children at this Charter School, and the signatures do not
526 meet the minimum requirements for submittal of a Charter to and/or
527 approval by the SAUSD Governing Board. The parent/guardian signatures
528 cannot be double-counted by the petitioners and submitted to more than
529 one proposed authorizing agency. Therefore, SAUSD rejects all of the
530 signature pages submitted by APACS/Mana 7 Charities for patent
531 noncompliance with the minimum legal requirements.
532

533 D. THE PETITION DOES NOT CONTAIN REASONABLY COMPREHENSIVE DESCRIPTIONS OF
534 ALL OF THE REQUIRED ELEMENTS. [Education Code Section 47605(b) (5)]

535
536 1. DESCRIPTION OF THE EDUCATIONAL PROGRAM [Ed. Code
537 Â§47605(b) (5) (A) (i)]

538
539 All of the above-described concerns regarding the unsoundness of
540 the educational program and the inadequacy of the Charter's
541 description thereof are hereby incorporated herein by this
542 reference.

543
544 IV. That the terms of this Resolution are severable. Should it be determined
545 that one or more of the findings and/or the factual determinations supporting
546 the findings is invalid, the remaining findings and/or factual determinations
547 and the denial of the Charter shall remain in full force and effect. In this
548 regard, the District Board specifically finds that each factual
549 determination, in and of itself, is a sufficient basis for the finding it
550 supports, and each such finding, in and of itself, is a sufficient basis for
551 denial.

552
553 The foregoing resolution was considered, passed, and adopted by this Board at
554 its regular meeting of August 26, 2014.

555
556 BOARD OF EDUCATION OF THE
557 SANTA ANA UNIFIED SCHOOL DISTRICT

558
559
560 By: _____
561 Audrey Yamagata-Noji, Ph.D., President

562 Attest:
563
564 _____
565 Rob Richardson, Clerk

566
567
568 STATE OF CALIFORNIA)
569) ss
570 ORANGE COUNTY)

571 I, _____, do hereby certify that the foregoing is a true and
572 correct copy of Resolution No. 14/15-3022, which was duly adopted by the Board of
573 Education of the Santa Ana Unified School District at meeting thereof held on the
574 26th day of August, 2014, and that it was so adopted by the following vote:
575

576 AYES:

577 NOES:

578 ABSENT:

579 ABSTENTIONS:

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581

By _____

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Rob Richardson, Clerk

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AGENDA ITEM BACKUP SHEET
August 26, 2014

Board Meeting

TITLE: Authorization to Award Contract for Five-Year Maintenance Service Agreement for Computer Controlled Energy Management and Security System

ITEM: Consent

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to award a contract for five-year maintenance service for computer controlled energy management and security system to Western Power Systems.

RATIONALE:

At its June 10, 2014 meeting, the Board authorized staff to obtain bids for a five-year maintenance services for computer controlled energy management and security system. The bid was advertised, as legally required, in the *Orange County Register*. Nine bidders received bid packages, and one submitted a bid. Staff recommends the award to the lowest responsive, responsible bidder, Western Power Systems, in the amount of \$119,772.00 annually: \$598,860.00 for the term of the contract. Vendor selection is in compliance with Board Policy.

FUNDING:

General Fund: \$119,772.00 Annually
\$598,860.00 Five-year term

RECOMMENDATION:

Authorize staff to award a contract to Western Power Systems for a five-year maintenance service agreement for computer controlled energy management and security system, pursuant to Bid No. 01-15, in the amount of \$119,772.00 annually: \$598,860.00 for the term of the contract.

AGENDA ITEM BACKUP SHEET
August 26, 2014

Board Meeting

TITLE: Authorization to Award Contracts for Purchase of Paper/Plastic/Food Wrapping and Non-Food Supplies for Nutrition Services Department

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 paper/plastic/food wrapping, and non-food supplies for the Nutrition Services Department.

RATIONALE:

At its June 10, 2014 meeting, the Board authorized staff to obtain bids for the purchase of Food Products and Supplies for the Nutrition Services Department. The bid was advertised, as legally required, in the *Orange County Register*. Thirty-one bidders received bid packages and sixteen submitted bids. Staff recommends multiple awards on an item-by-item basis to the lowest responsive, responsible bidders listed below. Vendor selection is in compliance with Board Policy.

FUNDING:

Cafeteria fund: \$650,000.00

Qualified Bidders	No. Items Awarded	Qualified Bidders	No. Items Awarded
P&R Paper Supply Company	32	American Tex-Chem Corporation	1
A&R Food Distributors	7	Form Plastics Company	1
Daxwell	4	Grainger, Inc.	1
Southwest School Supply, Inc.	4	Oliver Packaging & Equipment Company	1
Platinum Packaging Group	3	Pressed Paperboard Technologies, L.L.C.	1
Interboro Packaging Corporation	2	Transilwrap Company, Inc.	1
Sysco Riverside, Inc.	2	Waxie Sanitary Supply	1

Unqualified Bidders	Reason
Central Poly Corporation	Failure to provide samples as requested
Plastic Packaging	Not a low bidder for any individual item

RECOMMENDATION:

Authorize staff to award contracts for the purchase of paper/plastic/food wrapping, and non-food supplies for the Nutrition Services Department renewable annually for a period of up to three years, pursuant to Bid No. 04-14.

Nutrition Services Bidder List

Bid Number: 04-14

Item No.	SAUSD No.	Description	Annual Estimated Quantity	Unit of Measure	Successful Bidder
				SUPPLIER	AMTEX
1	F030995	Spork Packet with straw and napkin Spork: medium weight, white Straw: plastic, any color Napkin: 12 1/2# absorbent, tear resistant paper. Size 8"X10" and folded 5" X 1 7/8". Packet: soft poly material not over 2 1/2"W and 6 1/2" L overall size. Packed 1000 per case	6,000	CASE	\$10.99
				PK/SIZE	1000/CS
				BRAND	INFINITY
				P/N	2575660
					P&R
2	F030966	Fork, 6 inch, medium weight, plastic, any color. Packed 1000 per case	150	CASE	\$5.35
				PK/SIZE	1000/CS
				BRAND	NUTRI-BON
				P/N	3640PA
					P&R
3	F030990	Soup Spoon, medium weight, plastic, any color. Packed 1000 per case	100	CASE	Not Awarded Item No Longer Used
				PK/SIZE	
				BRAND	
				P/N	
					P&R
4	F030986	Spoon, medium weight, plastic, any color Packed 1000 per case	100	CASE	\$5.35
				PK/SIZE	1000/CS
				BRAND	NUTRI-BON
				P/N	3642PA
					P&R
5	F030970	Knife, medium weight, plastic, any color Packed 1000 per case	100	CASE	\$5.35
				PK/SIZE	1000/CS
				BRAND	NUTRI-BON
				P/N	3641PA

Nutrition Services Bidder List

Bid Number: 04-14

Item No.	SAUSD No.	Description	Annual Estimated Quantity	Unit of Measure	Successful Bidder
6	F030826	Single compartment 24 ounce clear hinged container. Will be used for cold food only. Must be stackable. Packed 200 per case. Genpak AD24 or approved equal.	1000	CASE	Not Awarded Item No Longer Used
				PK/SIZE	
				BRAND	
				P/N	
7	F030827	Single compartment 16 ounce clear hinged container. Will be used for cold food only. Must be stackable. Packed 200 per case. Genpak AD16 or approved equal.	150	CASE	Not Awarded Item No Longer Used
				PK/SIZE	
				BRAND	
				P/N	
					P&R
8	F030802	Single compartment clear hinged sandwich container. 5 1/4 X 5 3/8 X 2 5/8. Packed 500 per case. Dart C53PST1 or approved equal.	250	CASE	\$31.40
				PK/SIZE	500/CS
				BRAND	DART
				P/N	C53PST1
					P&R
9	F030794	Single compartment clear hinged sandwich container. 5 3/4 X 6 X 3. Packed 500 per case. Pactiv 6 inch single compartment or approved equal.	250	CASE	\$32.05
				PK/SIZE	500/CS
				BRAND	PACTIV
				P/N	C181160
					P&R
10	F030825	Single compartment 8-9 inch clear hinged salad container. Packed 250 per case. Dart C89PST1 or approved equal.	350	CASE	\$34.40
				PK/SIZE	250/CS
				BRAND	SOL-PAK
				P/N	CHC8X1
					PRESSED PPBD

Nutrition Services Bidder List

Bid Number: 04-14

Item No.	SAUSD No.	Description	Annual Estimated Quantity	Unit of Measure	Successful Bidder
11	F030803	Single compartment ovenable tray. Temp safe up to 400 F. 6.5"X5"X1.75". Foil containers are not acceptable. Packed 1000 per case.	2000	CASE	52.90 BRN/58.50 BLK
				PK/SIZE	900
				BRAND	PPT
				P/N	PT108BR-S900 PT108BB-S900
					OLIVER PKG
12	F030795	Two compartment "hamburger style" ovenable tray. Temp safe up to 400 F. 6.5"X5"X1.75". Foil containers are not acceptable. Packed 1000 per case.	600	CASE	82.143
				PK/SIZE	810
				BRAND	OLIVER
				P/N	
					PRESSED PPBD
13	F030804	Single compartment ovenable tray. Temp safe up to 400 F. 4.5" X 4.5" X 1.375". Foil containers are not acceptable. Packed 1000 per case.	750	CASE	\$84.18
				PK/SIZE	2250
				BRAND	PPT
				P/N	PT102BR-LD
					FORM PLASTICS
14	F030799	Single compartment tray, clear, 4.5" X 4.5" X 2". Packed 1000 per case	600	CASE	56.00
				PK/SIZE	1200
				BRAND	
				P/N	5052-171700
					A&R
15	F030816	Plate, coated, 8 - 9 inch round Packed 500 per case.	300	CASE	\$25.88
				PK/SIZE	500
				BRAND	DART
				P/N	9PWQ
					P&R
16	F030819	Plate, 3 compartment, coated or foam, 8-9 inch round. Packed 500 per case.	30	CASE	\$13.35

Nutrition Services Bidder List

Bid Number: 04-14

Item No.	SAUSD No.	Description	Annual Estimated Quantity	Unit of Measure	Successful Bidder
				PK/SIZE	500/CS
				BRAND	DART
				P/N	9CPWC
17	F030820	Plate, coated, 5- 6 inch round. Packed 1000 per case.	15	CASE	Not Awarded Item No Longer Used
				PK/SIZE	
				BRAND	
				P/N	
					P&R
18	F030791	Tray, 3lb nested paper carry tray. Packed 500 per case.	1100	CASE	\$15.95
				PK/SIZE	500/CS
				BRAND	PNR
				P/N	CT963
					P&R
19	F030814	Tray, 5 compartment heavy duty school lunch tray, 8 ¼ X 10 ¼ X 1. Packed 500 per case. Pactiv YTH1-0500-000 or approved equal.	400	CASE	\$16.45
				PK/SIZE	500/CS
				BRAND	PACTIV
				P/N	STH10500
					P&R
20	F030934	Panliners, Parchment, 2 sided release treated. Packed 1000 per case	600	CASE	\$25.35
				PK/SIZE	1000/CS
				BRAND	PATERSON
				P/N	2405161
					P&R
21	F030974	Napkins, Folded. Packed 8000 per case. Nibroc 01255 or approved equal.	500	CASE	\$21.95
				PK/SIZE	8000/CS
				BRAND	NIBROC
				P/N	01255

Nutrition Services Bidder List

Bid Number: 04-14

Item No.	SAUSD No.	Description	Annual Estimated Quantity	Unit of Measure	Successful Bidder
					SYSCO
22	F030906	Foil, aluminum, 18" X 500 feet per roll. Box must include cutting edge. Medallion 51807 or approved equal.	450	ROLL	\$16.49
				PK/SIZE	1/18" ROLL
				BRAND	PACTIV
				P/N	
					DAXWELL
23	F030905	Foil, aluminum, interfold. 500 sheets per box.	75	CASE	\$35.00
				PK/SIZE	6BX/500SHT
				BRAND	DAXWELL
				P/N	J10002315
					P&R
24	F030954	Clear plastic cling wrap for food use. 14" X 14" per sheet, 1200 sheets per roll.	1000	ROLL	\$10.95
				PK/SIZE	1200/RL
				BRAND	ANCHOR
				P/N	E151414
					P&R
25	F030952	Clear plastic cling wrap for food use. 12" X 12" per sheet, 1600 sheets per roll.	200	ROLL	\$10.00
				PK/SIZE	1600/RL
				BRAND	ANCHOR
				P/N	E151212
					P&R
26	F030944	Clear plastic cling wrap for food use. 24" X 2000 feet per roll. Box must include cutting edge.	60	ROLL	\$16.55
				PK/SIZE	1 RL
				BRAND	ANCHOR
				P/N	CW242
					INTERBORO
27	F030860	Clear food bag, 18" X 24". Packed 250 per case.	160	CASE	\$8.32
				PK/SIZE	250
				BRAND	ALUF/IBX

Nutrition Services Bidder List

Bid Number: 04-14

Item No.	SAUSD No.	Description	Annual Estimated Quantity	Unit of Measure	Successful Bidder
				P/N	INT-1824-HVY
					INTERBORO
28	F030862	Clear bag for ice, 18" X 24", 2 mil. Packed 500 per case.	10	CASE	\$23.82
				PK/SIZE	500
				BRAND	ALUF/IBX
				P/N	INT-8422-SUPER EXH
					A&R
29	F030858	Foil Sandwich Bag, Chicken. Packed 1000 per case	150	CASE	\$25.88
				PK/SIZE	500
				BRAND	DART
				P/N	9PWQ
					A&R
30	F030852	Foil Sandwich Bag, Hamburger. Packed 1000 per case	15	CASE	\$24.92
				PK/SIZE	1000
				BRAND	Brown Paper Goods
				P/N	5A06
					A&R
31	F030848	Foil Sandwich Bag, Cheeseburger. Packed 1000 per case	130	CASE	\$24.24
				PK/SIZE	1000
				BRAND	Brown Paper Goods
				P/N	5A22
					PLATINUM PKG
32	F030926	Ovenable polyester film 13.5"W, oven safe up to 400F, approx. 5100 feet per roll. Must be 80 gauge or approved equal.	100	ROLL	2.29/LB 75.341/RL
				PK/SIZE	32.9LBS/RL 5100'/RL
				BRAND	
				P/N	PPGHSPET80G
					PLATINUM PKG

Nutrition Services Bidder List

Bid Number: 04-14

Item No.	SAUSD No.	Description	Annual Estimated Quantity	Unit of Measure	Successful Bidder
33	F030932	Ovenable polyester film 16.5"W, oven safe up to 400F, approx. 5100 feet per roll. Must be 80 gauge or approved equal.	300	ROLL	2.29/LB 92.058/RL
				PK/SIZE	40.2 LBS/RL 5100'/RL
				BRAND	
				P/N	PPGHSPET80G
					PLATINUM PKG
34	F030919	Polypropylene film 16"W, approx. 5100 feet per roll. Must be 80 gauge or approved equal.	100	ROLL	(1.80/lb) 44.388
				PK/SIZE	1 RL 24.66LBS/RL 5100/RL
				BRAND	
				P/N	PPGCX80G
					TRANSILWRAP
35	F030933	Polypropylene film 21"W, approx. 5100 feet per roll. Must be 80 gauge or approved equal.	10	ROLL	\$58.81
				PK/SIZE	1 ROLL
				BRAND	TRANSILWRAP
				P/N	HSCT1
36	F030846	Double wax bags, 5-6 lbs, 1000 per case. Bag Craft Paper Con Item # 300200 or approved equal.	20	CASE	Not Awarded Item No Longer Used
				PK/SIZE	
				BRAND	
				P/N	
					P&R
37	F030844	HD Poly on roll of pan covers with twist ties. 27in x 37in 0.5ml, 200 per roll, NW 6.71lb. LK Plastics BOR2737HD or approved equal.	20	CASE	\$12.95
				PK/SIZE	200/RL
				BRAND	ELKAY
				P/N	BOR2737HD
					P&R
38	F030843	High density polyethylene flat pack, bun pan rack covers, 52 x 80, 50 per roll. Foodhandler 22-SB52D or approved equal.	40	CASE	\$11.95

Nutrition Services Bidder List

Bid Number: 04-14

Item No.	SAUSD No.	Description	Annual Estimated Quantity	Unit of Measure	Successful Bidder
				PK/SIZE	50/RL
				BRAND	ELKAY
				P/N	BOR5280
39	F030863	Small plastic bags, 10 x 15, 1000 per case.	10	CASE	Not Awarded Item No Longer Used
				PK/SIZE	
				BRAND	
				P/N	
					P&R
40	F030772	Cold cups paper 16oz, 1200 per case.	40	CASE	\$42.50
				PK/SIZE	1000/CS
				BRAND	INTERNATIONAL
				P/N	DMR16
					P&R
41	F030764	Cold cups paper 5oz, 2500 per case. International paper DMR-5 or approved equal.	20	CASE	\$54.90
				PK/SIZE	2500/CS
				BRAND	INTERNATIONAL
				P/N	DMR5
					P&R
42	F030784	Hot or cold insulated Styrofoam cup 10oz, 1000 per case. Dart 10J10 or approved equal.	40	CASE	\$20.55
				PK/SIZE	1000/CS
				BRAND	DART
				P/N	10J10
					P&R
43	F030789	Styrofoam soup bowl 12oz, 1000 per case. Genpack Celebrity 82100 or approved equqal.	40	CASE	\$17.05
				PK/SIZE	1000/CS
				BRAND	DART
				P/N	12BWWC
					P&R

Nutrition Services Bidder List

Bid Number: 04-14

Item No.	SAUSD No.	Description	Annual Estimated Quantity	Unit of Measure	Successful Bidder
44	F030937	Aluminum ½ deep steam table hotel pan, 100 per case. HFA inc- HandiFoil of America 321-35-100 or approved equal.	80	CASE	\$21.95
				PK/SIZE	100/CS
				BRAND	HFA
				P/N	321-35
45	F030997	Individually wrapped plastic spike straw 5 ¼, 12000 straws per case. Polyking Products 18311 or approved equal.	120	CASE	Not Awarded Not Needed for Next Year
				PK/SIZE	
				BRAND	
				P/N	
					P&R
46	F030706	Bouffant caps, 21" diameter, non-woven. Approved for food facility use. 1000 per case	20	CASE	\$20.10
				PK/SIZE	1000/CS
				BRAND	POLY KING
				P/N	20251
					P&R
47	F030701	Mira cloth aprons, 100 per case.	70	CASE	\$74.90
				PK/SIZE	100/CS
				BRAND	ATLANTIC
				P/N	280C
					A&R
48	F030739	Poly (LDPE)plastic gloves for non-medical use, 100 count dispenser boxes, 10000 (10/10/100) per case. Polyking Products 1502-1 or approved equal.	2	CASE	\$44.10
				PK/SIZE	10/10/100
				BRAND	POLY KING/GOLD MAX
				P/N	1502-1
					DAXWELL
49	F030740	Gloves, Synthetic Powder Free, Medium 4/100ct box or 400 per box.	630	CASE	\$21.00
				PK/SIZE	10/100

Nutrition Services Bidder List

Bid Number: 04-14

Item No.	SAUSD No.	Description	Annual Estimated Quantity	Unit of Measure	Successful Bidder
				BRAND	DAXWELL
				P/N	F10001695
					DAXWELL
50	F030744	Gloves, Synthetic Powder Free, Large 4/100ct box or 400 per box.	320	CASE	\$21.00
				PK/SIZE	10/100
				BRAND	DAXWELL
				P/N	F10001696
					DAXWELL
51	F030745	Gloves, Synthetic Powder Free, XLarge, 4/100ct box or 400 per box.	80	CASE	\$21.00
				PK/SIZE	10/100
				BRAND	DAXWELL
				P/N	F10001697
					WAXIE
52	F030709	Hand Sanitizer, foaming, alcohol free, fragrance free, color free, with pump. 60 fl oz. 6 per case	50	CASE	\$111.28
				PK/SIZE	6/CS
				BRAND	PACIFIC WORD CORP
				P/N	388410
					P&R
53	F030690	Baskets, 1/2"X7" plastic, red 107R, 3 dozen per case	400	CASE	\$14.65
				PK/SIZE	3 DZ/CS
				BRAND	UPDATE
				P/N	BB107R
					P&R
54	F030760	Towels, Professional Foodservice, Antimicrobial, Kimberly-Clark X80, Wypall, 23.2"X12.2". 150 per case.	175	CASE	\$23.95
				PK/SIZE	150/CS
				BRAND	KIMBERLY CLARK
				P/N	06280
					A&R

Nutrition Services Bidder List

Bid Number: 04-14

Item No.	SAUSD No.	Description	Annual Estimated Quantity	Unit of Measure	Successful Bidder
55	F030790	Bowl, 8 oz styrofoam, hot or cold insulated. 1000 per case	50	CASE	\$28.98
				PK/SIZE	20/50
				BRAND	CONVERMEX
				P/N	8BB20
					SOUTHWEST
56	F030741	Dishwashing Gloves, Flock lined, latex free, medium weight, easy on and off, non slip grip, sizes Small, Medium, or Large. Bid per pair.	250	PAIR	.39
	F030742				.39
	F030743				.39
				PK/SIZE	1/PR
				BRAND	SAFETY ZONE
				P/N	84110X
					GRAINGER
57	F030940	Paper Towels, 10" X 800', Georgia Pacific EnMotion for automated touchless dispenser. 6 rolls per case.	40	CASE	\$52.24
				PK/SIZE	6
				BRAND	GEORGIA-PACIFIC
				P/N	3E846
					A&R
58	F030846	Bags, Double Wax Carry Out, 3.25"X6.25"X11". Any color. 1000 per case	20	CASE	\$44.40
				PK/SIZE	1000
				BRAND	Brown Paper Goods
				P/N	1419
59	F030704	Utility Brush, Plastic with handle for scrubbing baskets, 8.5". Each	60	EACH	Not Awarded Samples did Not Meet Standards
				PK/SIZE	
				BRAND	
				P/N	
					SYSCO
60	F030695	Bowl, Unlaminated foam 30 oz, 3/150 case	10	CASE	\$36.93

Nutrition Services Bidder List

Bid Number: 04-14

Item No.	SAUSD No.	Description	Annual Estimated Quantity	Unit of Measure	Successful Bidder
				PK/SIZE	3/150 CT
				BRAND	PACTIV
				P/N	8825928
					SOUTHWEST
61	F030988	Spoon, serving, 9" plastic for serving food. any color, 144 per case	10	CASE	\$28.00
				PK/SIZE	1/CS
				BRAND	
				P/N	WNAA7SPBL
					P&R
62	F030650	Bowl, 20 oz, 5.75" diameter, black, polypropylene, oven safe to 400F. 250 per case	200	CASE	\$40.00
				PK/SIZE	500/CS
				BRAND	ANCHOR
				P/N	4605820
					P&R
63	F030651	Bowl, 16 oz, 5.75" diameter, black, polypropylene, oven safe to 400F. 250 per case	200	CASE	\$38.00
				PK/SIZE	500/CS
				BRAND	ANCHOR
				P/N	4605817
					P&R
64	F030652	Bowl, 10 oz, 4.75" diameter, black, polypropylene, oven safe to 400F. 500 per case	200	CASE	\$41.00
				PK/SIZE	500/CS
				BRAND	ANCHOR
				P/N	4604810
					P&R
65	F030653	Bowl, 8 oz, 4.75" diameter, black, polypropylene, oven safe to 400F. 500 per case	200	CASE	\$35.90
				PK/SIZE	500/CS
				BRAND	ANCHOR
				P/N	4604804
					P&R

Nutrition Services Bidder List

Bid Number: 04-14

Item No.	SAUSD No.	Description	Annual Estimated Quantity	Unit of Measure	Successful Bidder
66	F030654	Bowl, 5 oz, 4.75" diameter, black, polypropylene, oven safe to 400F. 500 per case	200	CASE	\$34.40
				PK/SIZE	500/CS
				BRAND	ANCHOR
				P/N	4604802
					P&R
67	F030655	Lid, clear, oven safe to 400F, polypropylene, anti fog, for 5.75" diameter bowl, 250 per case.	200	CASE	\$36.00
				PK/SIZE	500/CS
				BRAND	ANCHOR
				P/N	LH58000
					P&R
68	F030656	Lid, clear, oven safe to 400F, polypropylene, anti fog, for 4.75" diameter bowl, 500 per case.	200	CASE	\$27.00
				PK/SIZE	500/CS
				BRAND	ANCHOR
				P/N	LH48000

AGENDA ITEM BACKUP SHEET
August 26, 2014

Board Meeting

TITLE: Authorization to Award Contracts for Purchase of Office Supplies, School Paper and Instructional 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 office supplies, school paper and instructional supplies for Warehouse stock.

RATIONALE:

At its April 22, 2014 meeting, the Board authorized staff to obtain bids for the purchase of office supplies, school paper and instructional supplies for warehouse stock. The bid was advertised, as legally required, in the *Orange County Register*. Twenty Three bidders received bid packages, and seven submitted bids. Staff recommends multiple awards on an item-by-item basis to the five lowest responsive, responsible bidders listed below. Vendor selection is in compliance with Board Policy.

Qualified Bidders	No. Items Awarded
Southwest School & Office Supply	142
Quill	36
Certified Art Supply/Duncan-Vail	13
Hamlet Paper Company	20
School Specialty	8

Unqualified Bidders	Reason
Standard Stationary	Did not comply with bid specifications
S & S Worldwide	Did not comply with bid specifications

FUNDING:

General Fund: \$1,500,000.00

RECOMMENDATION:

Authorize staff to award contracts to Southwest School & Office Supply, Quill, Certified Art Supply/Duncan-Vail, Hamlet Paper Company and School Specialty for the purchase of office supplies, school paper and instructional supplies for Warehouse stock renewable annually for a period of up to three-years, pursuant to Bid No. 05-14.

SP:mm

AGENDA ITEM BACKUP SHEET
August 26, 2014

Board Meeting

TITLE: Approval of New Job Description, Director of Educational Options

ITEM: Action

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the job description, Director of Educational Options and continues efforts to restructure the District's alternative school programs. This position will report to Deputy Superintendent, Educational Services and/or designee and will coordinate the development of and support for the District's non-traditional school programs.

RATIONALE:

This is not an additional management position, as it replaces the Principal, Alternative Education. The Director of Educational Options will be responsible for oversight of SAUSD's alternative education programs and implementation of new programs identified within the LCAP process. The position will provide leadership in developing and implementing District policies, goals, and objectives relating to non-traditional school pathways for K-12 students, including online learning, independent study, and small school programs.

Funding for this position is currently allocated within the District budget.

The new job description is attached.

FUNDING:

General Funds: Certificated Management Salary Schedule Grade 52: \$10,200 - \$11,421 (monthly)

RECOMMENDATION:

Approve the new job description of Director of Educational Options.



MAM:DH:nr



SANTA ANA UNIFIED SCHOOL DISTRICT
DIRECTOR OF EDUCATIONAL OPTIONS

JOB SUMMARY:

Under the direction of the Deputy Superintendent, Educational Services and/or designee, coordinate the development of and support for the District's non-traditional school programs.

REPRESENTATIVE DUTIES:

- Provide leadership in developing and implementing District policies, goals, and objectives relating to non-traditional school pathways for K-12 students, including online learning, independent study, and small school programs. **E**
- Work with District and school staff to expand the use of alternate learning pathways to ensure student access to authentic and dynamic learning experiences. **E**
- Develop, implement, and evaluate District and site-based online initiatives. **E**
- Develop programs that expand student access to online courses as supplements to their traditional school instructional program. **E**
- Establish partnerships and coordinate initiatives that promote non-traditional learning pathways. **E**
- Collect and analyze student achievement data for the purpose of instructional program improvement. **E**
- Develop, implement, and evaluate non-traditional learning initiatives; ensure programs meet the diverse needs of students and result in increased student achievement. **E**
- Coordinate the recruitment, selection and evaluation of personnel; establish procedures for the implementation of new personnel policies specific to innovative new school models; interpret policies to staff members; assist staff in understanding individual rights and responsibilities. **E**
- Coordinate activities with various site staffs in regards to compliance with State and District policies, the development of the school and District resources, and the development of flexible schedules common to non-traditional school models. **E**
- Serve as liaison and represent the interests of assigned staff to the Superintendent, the Board, the community, and State and national organizations. **E**

DIRECTOR OF EDUCATIONAL OPTIONS (CONTINUED)

REPRESENTATIVE DUTIES: (Continued)

- Interface with members of the State and Federal legislatures and departments of education, the state university systems, and other entities to bring about comprehensive change in policies that negatively impact the growth of non-traditional school programs. **E**
- Work with stakeholder groups in program planning and evaluation; coordinate site visits; represent and promote SAUSD's innovative practices at State and national conferences. **E**
- Direct the preparation and formulation of innovative non-traditional school models; support the professional development of school leaders, faculty, and staff. **E**
- Perform a variety of duties to improve the instructional program including implementing a standards-based curriculum, maintaining open channels of communication, working cooperatively with the District management team, and analyzing and utilizing facilities, time, and appropriate personnel. **E**
- Support regular evaluation of various school programs and related staff and faculty. **E**
- Perform other related functions as assigned.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- School and personnel management.
- Student behavior and control.
- Curriculum development and implementation.
- Community relations.
- District rules and regulations.
- Modern office practices, procedures and equipment.
- Health and safety regulations.
- School District organization, operations, policies and objectives.
- Record-keeping techniques.
- Principles and practices of administration, supervision, and training.
- City and community cultures.
- Applicable federal, state, local laws and Education Code.
- Community cultures.
- Student needs of differing socioeconomic and ethnic backgrounds.
- Technology.
- State standards and assessments.

DIRECTOR OF EDUCATIONAL OPTIONS (CONTINUED)

KNONWLEDGE AND ABILITIES: (Continued)

Ability to:

- Organize, plan and supervise the work of others.
- Communicate effectively both orally and in writing.
- Conduct meetings.
- Work confidentially with discretion.
- Meet schedules and time lines.
- Interpret state and local laws, codes and regulations.
- Train and supervise personnel.
- Plan and supervise work.
- Function within appropriate line-staff relationships.
- Work effectively with administrators, staff, parents and community and in multicultural and bilingual environments.
- Effectively interpret and analyze data and/or assessments.
- Perform the essential functions of the job.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: Master's Degree, five years of demonstrated competence in administrative leadership, and experience in leading non-traditional schools.

Understanding of: Best practices in non-traditional school management, understanding of online and blended learning environments, and other 21st-century learning skills.

LICENSE AND OTHER REQUIREMENTS:

Valid California driver's license.
Valid California administrative credential
Valid California teaching credential
Biliterate (English/Spanish) preferred.

DIRECTOR OF EDUCATIONAL OPTIONS (CONTINUED)

WORKING CONDITIONS:

ENVIRONMENT:

- Office environment
- School Site environment.
- Constant interruptions.
- Driving a vehicle to conduct work.

PHYSICAL ABILITIES:

- Hearing and speaking to exchange information and make presentations.
- Seeing to read and prepare various materials.
- Hearing and speaking accurately to exchange information and make presentations.
- Seeing to view student activities, read a variety of materials, and drive a vehicle.
- Sitting or standing for extended periods of time.
- Physical, mental, and emotional stamina to endure long hours.
- Lifting or moving 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 Approval:

AGENDA ITEM BACKUP SHEET
August 26, 2014

Board Meeting

TITLE: Adoption of Resolution No. 14/15-3028 - Proclaiming September 15 through October 15, 2014 as National Hispanic Heritage Month

ITEM: Action

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

PREPARED BY: Deidra Powell, Chief Communications Officer

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board adoption of Resolution No. 14/15-3028 proclaiming September 15 through October 15, 2014 as National Hispanic Heritage Month in the District.

RATIONALE:

The District is committed to honoring and respecting the cultural diversity and many contributions made by the local Hispanic community, including the parents and students of the District. The District seeks to ensure that all students are educated as to the background, history, and contributions of Hispanics in the United States.

FUNDING:

Not Applicable

RECOMMENDATION:

Adopt Resolution No. 14/15-3028 proclaiming September 15 through October 15, 2014 as Santa Ana Unified School District's National Hispanic Heritage Month.

/DP:ja

1 RESOLUTION NO. 14/15-3028

2 BOARD OF EDUCATION

3 SANTA ANA UNIFIED SCHOOL DISTRICT

4 ORANGE COUNTY, CALIFORNIA

5 Proclamation Declaring National Hispanic Heritage Month -

6 September 15-October 15, 2014

7 **WHEREAS**, September 15 through October 15, 2014, has been declared National
8 Hispanic Heritage Month by the President and the Congress of the United States;
9 and

10 **WHEREAS**, in 1968 President Lyndon B. Johnson proclaimed the week of
11 September 15, 1968, as the First National Hispanic Heritage Week; and

12 **WHEREAS**, the founding of the United States is intertwined with the
13 historical settlement and development of the Southwest by descendants of Spanish
14 settlers and indigenous peoples; and

15 **WHEREAS**, the Latino population continues to contribute significantly to the
16 political, economic, and social development of the nation; and

17 **WHEREAS**, the Santa Ana Unified School District serves 51,099 Latino students
18 or approximately 96% of the student population within its K-12 educational system;
19 and

20 **WHEREAS**, the Santa Ana Unified School District recognizes the diversity
21 reflected within the city of Santa Ana, as well as its students and staff, and
22 respects the contributions, culture, and heritage of Latinos in the community;

23 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Education recognizes
24 September 15 through October 15, 2014 as National Hispanic Heritage Month and
25 encourages teachers, other staff members, students, and the community to use this
26 opportunity to honor the contributions of our Latino population.

27 Upon motion of Member _____ and duly seconded, the foregoing
28 Resolution was adopted by the following vote:

AGENDA ITEM BACKUP SHEET
August 26, 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